



Contractors Supply Agreement

Sealimousines Limited trading as The Dream Maker and / or Moonraker House ("Contractor") hereby contracts with the Service Provider named below ("The Provider") for the provision of Expert Services or products as detailed in this Agreement on the terms contained in this Agreement unless otherwise stated.

Schedule

The Service/Product Provider	Ref:	Date signed:
Full Legal Name:		
Contact Person:		
Contact Address:		
Email Address:		
Contact Telephone:		
Position Held:		
Signature:		
reference:	The Dream Maker will make contact with this reference if required	
Name:		
Telephone:		
contact:		
E-mail:		
Insurance:		
GST Registered:		
Qualifications:		
First aide:		
Other:		

Provider
signature.....Date.....
.....



Describe your
service:

Provider
signature.....Date.....
.....



Provider
signature.....Date.....
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SEASON 2020/21



Special Terms and Conditions as described below, please state clause in relation to this special condition if any:

Provider
signature.....Date.....
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SEASON 2020/21



DEFINITIONS

“Commission” means commission payable by the Provider to the Dream Maker which may be specified as a percentage of or margin on the Provider’s charge for its Services to be provided under this Agreement.

“Wholesale” means price quoted exclusively to trade which is below the normal public advertised price.

“Net Price” means trade price

“Customer” means the client of the Dream Maker for whom the Services are to be provided. They are not the customer of the Provider

“Default Interest” means 15%.

“Event” includes a wedding, birthday, anniversary or any other occasion contracted for by the Customer or the Dream Maker.

“Services” means products and services to be provided by the Provider to the Customer and/or Dream Maker as specified in the Schedule/itinerary.

1. ACCEPTANCE

1.1 Acceptance of the terms and conditions of this Agreement includes acceptance communicated by email or facsimile between the parties provided that the Provider shall be deemed to have accepted the terms of this Agreement if the Provider continues to provide the Services.

2. SCOPE

2.1 The Services to be provided shall be those detailed in the Schedule. Any variation to the Services to be provided must be agreed to in writing by the Dream Maker. No terms may be negotiated by the Provider directly with the Customer without the written approval of the Dream Maker.

2.2 The Dream Maker is the primary contractor with the Customer. All Services by the Provider shall be through and with prior consultation with the Dream Maker and always in compliance with the terms of this Agreement.

2.3 The Services shall be provided in such a way as to promote and enhance the reputation of the Dream Maker and the team. The Provider shall provide the Service to the highest standard providing efficient, friendly and polite service to the Customer and the Dream Maker.

3. CHARGES AND PAYMENT

3.1 If contracted by The Dream Maker payment by the Customer for the Provider’s Services will be through the Dream Maker. The Dream Maker will deduct or add its portion as agreed and in accordance with the Schedule from any payment due by the Dream Maker to the Provider.

3.2 If contracted directly by The Dream Maker the Provider must direct all invoices to the Dream Maker for all Services. Fees quoted by the Provider must not be greater than would be quoted to any other customer of the Provider or as advertised and must only be discussed directly with the Dream Maker not the customer unless agreed in writing with The Dream Maker. All invoices directed to the Dream Maker by the Provider must include a detailed description of the Service provided, date provided, name of the Customer and the Dream Maker’s reference number for the Event in question.

3.3 If the provider is recommended by the Dream Maker and the Customer is acting independently with the provider for the services or product included in the Dream maker managed event, it is expected that the Provider works according to the

expectations of the Dream Maker team and in accordance to these terms & conditions

3.4 If contracted by The Dream Maker any variations to the Services and any additional costs for such variations must be agreed in writing between the Provider and the Dream Maker before discussion with the customer.

3.5 If under contract The Dream Maker will use all reasonable endeavours to collect the Provider’s fee from the Customer in advance of the event or service, but will be in no way liable to the Provider for their fee unless or until the Customer pays the Dream Maker.

3.6 In the event of any deposit payments to the Provider under this Agreement become refundable, or any challenge is made to the Provider’s Services by the Customer or the Dream Maker, any payments to the Provider must be immediately repaid into the trust account of the Dream Maker’s solicitor pending resolution of the dispute. Full and Final Payments will be made 5 working days after the event or on receipt of an invoice.

3.7 Any money due by the Provider to the Dream Maker or Customer pursuant to this Agreement will incur default interest from the date they are due until payment. In the event any judgment is given by any tribunal of competent authority in favour of the Dream Maker on a dispute arising under this Agreement, this provision will remain in full force and effect and shall not be deemed merged, waived or extinguished upon judgment so that this interest shall be payable at this rate after any judgment.

3.8 Any bookings secured and deposits paid that are postponed due to unforeseen reasons out of the customers or the Dream makers control will be transferable where possible or a full refund will be required to find an alternative.

4. PROVIDER WARRANTIES AND FURTHER OBLIGATIONS

4.1 The Provider acknowledges and agrees that the Provider has been introduced to the Customer through the Dream Maker and the Provider shall not have any dealings with the Customer other than in terms of this Agreement either now or in the future unless otherwise agreed in writing from The Dream Maker.

4.2 The Provider shall be liable for commission or portion at the rate specified in this Agreement for any services of a similar nature to those provided under this Agreement provided to the Customer now or in the future PROVIDED that should the Provider act in breach of this term the Provider shall pay to the Dream Maker as liquidated damages in addition to the before mentioned commission or portion of the amount of any and all remunerations charged or received by the Provider for said services multiplied by a factor of 2.

4.3 The Provider agrees that it shall not now or at any time in the future act alone or in concert with other providers to the Dream Maker in any way that will be detrimental to the business of the Dream Maker and shall not speak disparagingly or act in such a way as to detrimentally affect the business of the Dream Maker.

4.4 Any and all communication between the Provider and the Customer or between the Provider and other providers to the Event whether they be in writing or otherwise must be contemporaneously communicated to the Dream Maker.

Provider
signature.....Date.....
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- 4.5 The reference number given by the Dream Maker for this Event must be used by the Provider in all communications and invoices relating to the Event.
 - 4.6 The Provider must provide progress reports in writing and via email to the Dream Maker at each stage of planning the Event, including such a report at least 24 hours prior to the commencement of the Event.
 - 4.7 The Provider must be available for liaison with the Dream Maker within 36 hours before the planned commencement of the Event and for a period of 48 hours after completion of the Event should any unforeseen last minute changes be required.
 - 4.8 The Provider must cooperate at all times with the representative of the Dream Maker assigned to the Event. If that person for any reason cannot be contacted Mrs T Everett must be informed immediately.
 - 4.9 Should the Provider fail to honour its obligations without good reason or replacement under this Agreement to provide the Services/product or not provide the Services/product in time to service the Event the Dream Maker may contract with another provider to do so and the Provider shall be liable to the Dream Maker, in addition to any other liability the Provider may have, for all the costs of the Dream Maker occasioned in employing the services of this other provider.
 - 4.10 The Provider shall not assign its interest or obligations under this Agreement without the Dream Maker's prior written approval, which approval shall be at the Dream Maker's sole and absolute discretion.
 - 4.11 The provider is required to credit and link the Dream Maker and Moonraker House where appropriate on any hard or social publication connected to the event for up to one year #thedreammakernz #moonrakernz
- 5. DREAM MAKER WARRANTIES AND FURTHER OBLIGATIONS**
- 5.1 The Dream Maker will provide progress reports to the Provider at each stage of planning the Event, including the appropriate final Itinerary at 24 hours prior to the Event.
 - 5.2 The Dream Maker will make reasonable endeavours to maintain a system of feedback from the Customer and disclose this to the Provider after the Event if required.
 - 5.3 The Dream Maker will credit the provider in any hard or social publication connected to the event for up to six months after the event.
- 6. LIMITATION OF LIABILITY**
- 6.1 The Dream Maker shall not have any liability or responsibility to the Provider for any loss, damage or injury, whether arising in contract, tort, equity, or otherwise, including consequential loss, which does not flow directly or naturally (i.e. in the ordinary course of things) from a breach of this Agreement the PROVIDED that in no event whatsoever shall the Dream Maker be liable to the Provider for any quantum above the sum of money received by the Dream Maker from the Customer for the Services.
 - 6.2 The Dream Maker shall not have any liability or responsibility to the Provider for payment of any money owing by the Customer in relation to the Services other than to the extent of the amount of money the Dream Maker has been paid by the Customer for those Services. Payments from the customer are required before the event and if not received a discussion will take place to decide if the product or service will be given.

- 6.3 The Provider specifically acknowledges and agrees neither party shall be liable for any failure to fulfil its obligations under this Agreement if such failure arises from any major external cause reasonably beyond its control and not contributed to in any significant degree by that party seeking relief under this provision - a "force majeure". The Provider specifically agrees and acknowledges that significant changes in market conditions may, in relation to Dream Maker's obligations constitute a force majeure. Where such circumstances exist the parties will in all circumstances use all reasonable endeavours in the circumstances to fulfil their obligations under this Agreement.
- 7. CONFIDENTIALITY**
- 7.1 The Provider authorises the Dream Maker to collect, use and retain any information about the Provider and/or Referee for the purposes of assessing the Provider's worthiness and services to its customers.
 - 7.2 The Provider and/or Referee shall have the right to request the Dream Maker for a copy of the information held by the Dream Maker relating to the said Provider and/or Referee. The Provider and/or Referee may request the Dream Maker to correct any incorrect information.
 - 7.3 The Provider acknowledges that the personal details of the Customer and other providers shall be regarded by the parties as confidential and shall remain the sole property of the Dream Maker.
 - 7.4 The Provider shall not during this Agreement or afterwards use, divulge or communicate to any person any confidential or business information concerning the practice, dealings, transactions, copy write or affairs of the Dream Maker or the Customer which may have come to the knowledge of the Provider pursuant to the performance of their obligations under this Agreement.
 - 7.5 The Provider shall exercise good and proper judgement and discretion to limit disclosure of any business or personal details of the Dream Maker, Customer or other providers to its agents, contractors or employees strictly according to the need for disclosure to enable such agents, contractors or employees to carry out their duties with respect to the performance of this Agreement, and where prudent formally bind such agents, contractors and employees to the confidentiality provisions of this Agreement.
- 8. INTELLECTUAL PROPERTY**
- 8.1 All verbal and written information provided by the Dream Maker to the Provider that is not otherwise in the public domain shall remain the confidential and intellectual property of the Dream Maker.
 - 8.2 All photographs, videos or other records of the Dream Maker Event, whether provided by the Provider or otherwise shall as between the Provider and Dream Maker be treated as the property of the Dream Maker and shall not be used in any way by the Provider without the prior written consent or credit of the Dream Maker or otherwise agreed in writing. #thedreammakernz #moonrakernz
- 9. REFEREE**
- 9.1 A Referee is required if the Provider is contracted directly through the Dream Maker and is to be true and know the provider for more than two years.

Provider
signature.....Date.....
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9.2 Acceptance of the terms and conditions of this agreement includes acceptance communicated by email or facsimile between the parties.

9.3 No release delay or other indulgence given by the Dream Maker to the Provider or any other thing whereby the Referee would have been released had the Referee been merely a surety shall release, prejudice or affect the liability of the Referee.

10. TERMINATION

10.1 Should for any reason the Dream Maker be prevented from providing its services to the Customer, including cancelation by the Customer, then this Agreement shall come to an end PROVIDED that the terms stipulated in this Agreement to survive termination or by their nature are intended to survive termination shall remain in full force and effect. The clauses intended to survive termination include but are not limited to clauses 3.1, 4.6-4.8, 5.1-5.6, 5.10-5.12, 7.1-7.3, 8.1-8.5, 9.1-9.2, 10.1-10.7, 15.1-15.3 and 16.2-16.3.

10.2 Should the Provider be in breach of any terms of this Agreement (including the failure to provide the Services) then the Provider will be liable to the Dream Maker for any loss including consequential loss that may be occasioned on the Dream Maker due to the breaches of the Provider. Without limiting the generality of the foregoing such loss shall include loss of profits, consequential loss, direct and indirect loss.

10.3 In the Event of a cancellation by the Customer, the Dream Maker shall be in no way liable to the Provider for any loss.

11. SPECIAL TERMS AND CONDITIONS

11.1 If any special terms and conditions are specified in the Schedule to this Agreement, in the event of any conflict between the special terms and conditions terms and the general terms, the special terms and conditions shall prevail.

12. ENTIRE AGREEMENT

12.1 This Agreement constitutes the entire Agreement between the parties, superseding all proposals or prior Agreements between the parties, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

12.2 If any part of this Agreement is declared by any judicial or other competent authority to be unenforceable, invalid, or illegal, the remaining provisions of this Agreement shall remain in full force and effect unless the Dream Maker in its absolute and sole discretion decides that the effect of such declaration will adversely affect the Dream Maker's rights, in which event the Dream Maker shall be entitled to terminate this Agreement immediately by providing written notice to the Provider and the provisions of this Agreement as they relate to requirements on termination shall apply accordingly.

13. GOVERNING LAW

13.1 This Agreement shall be governed by New Zealand law, and the parties submit to the exclusive jurisdiction of the courts of New Zealand.

14. DISPUTES

14.1 If any question or difference whatsoever arises between the Provider and the Customer (or their respective representatives), or between the Provider and another provider (or their respective representatives), concerning this Agreement or any provision of it, or any Service, then and in every such case the matter in dispute shall be referred to the

Dream Maker or its nominee who shall receive such information as the Dream Maker sees fit in the Dream Maker's absolute discretion and the Dream Maker (or its nominee) shall rule on the dispute and that ruling shall be binding on the Provider, the Customer and their respective representatives.

14.2 Should any dispute arise between the Dream Maker and the Provider other than a dispute governed by the immediately preceding paragraph then the parties shall, without prejudice to any other right or entitlement they may have pursuant to this Agreement or otherwise, immediately explore in good faith whether the dispute can be resolved by agreement between them using informal dispute resolution techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution technique. The rules governing any such technique adopted shall be as agreed between the parties or if no such Agreement is reached within fourteen working (14) days then as selected by the President for the time being of the Wellington branch of the New Zealand District Law Society. Both parties agree to use their best endeavours to achieve resolution in this way and further agree that neither party will initiate arbitration without first pursuing such informal dispute resolution techniques.

14.3 In the event the dispute is not resolved by such Agreement within 14 days of written notice by one party to the other of the dispute (or such further period agreed in writing between the parties), either party may refer the dispute to arbitration by a single arbitrator pursuant to the Arbitration Act 1996. The arbitrator shall be agreed between the parties within 10 days of written notice of the referral to arbitration, or, failing agreement, appointed according to the default provisions in Schedule 2 of the Arbitration Act 1996. In either case the arbitrator shall not be the person who has participated in an informal dispute resolution procedure in respect of the dispute. The arbitrator so appointed shall be obliged to proceed with the maximum expedition to deliver an award within two months of his appointment, the parties agreeing to cooperate fully in this respect.

15. GENERAL

15.1 The Dream Maker reserves the right to change the terms and conditions from time to time. The Dream Maker will give Notice to the Provider of any changes to the terms and conditions. The Provider will be deemed to have accepted the new terms and conditions if, after the expiration of 10 working days, the Provider has not notified the Dream Maker of their non-acceptance. The terms are linked via the website.

15.2 No waiver by either party of any breach by the other party of this Agreement will be deemed to be a waiver by the non-defaulting party of any other or subsequent breach of the same or a different kind under this Agreement or a continuing waiver of the breach being waived.

15.3 All notices and other communications required or permitted under this Agreement shall be in writing and shall be delivered personally, sent by post, by facsimile transmission or by email. Any such notice shall be deemed given when so delivered personally or if sent by facsimile or email transmission on the date of delivery or transmission, or five days after sending by post within New Zealand, or the tenth day following sending by post overseas at the address set out in the Schedule (or at such other address for a party notified by that party). The Provider

Provider
signature.....Date.....
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shall maintain a facsimile machine or email facility for the receipt and dispatch of notices under this Agreement.

- 15.4 Any relevant memberships of associations, competitions, or concessions are owned by the Dream Maker and cannot be used for the benefit of the provider without accreditation to the Dream Maker Brand or without written agreement with the Dream Maker' Mrs T Everett.
- 15.5 All literature, photographs,(Unless professional as employed by The Dream Maker on behalf of the customer where a reciprocal expectation of acknowledgment is understood) testimonials, editorial or script involving any or part of a Dream Maker event must be credited and only used by the provider with written acceptance by the Dream Maker Mrs T Everett. This includes all publications and social media where a link can be added to the Dream Maker Media page or website.
- 15.6 RIGHT TO SHOWCASE: The Dream Maker is proud of their work, and loves to showcase it to acquire new business. We both share equal rights to all photos and video products – rights to copy, edit, and display and share content with the Dream Maker branding.
- 15.7 In the event of a promotion where no payment is exchanged for services rendered all efforts will be made to credit both parties in any publications and social media. At times this is outside of the control of the Dream Maker and the publisher chooses or by error misses the credit of the provider, this can not be deemed the responsibility of the Dream Maker and must be accepted as an error. T. Everett will do what she can to correct the error or substitute the effort when shared on a public forum.

Provider
signature.....Date.....
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