Terms of Trade

Cumulus Technology Limited · NZBN 9429053959133 · Effective 16 October 2026

1. Application

These terms of trade apply to all work carried out by Cumulus Technology Limited ("Cumulus," "we," or "us") for the client named on the relevant quote or invoice ("you" or "the Client"), unless we both agree different terms in writing for a specific engagement.

2. Quotes and estimates

2.1 Quotes are valid for 30 days from the date given, unless stated otherwise.

2.2 An estimate is our best assessment of likely cost and is not a fixed price. We will let you know as early as possible if we expect actual costs to exceed an estimate by more than 10%, and will seek your approval before continuing.

3. Scope of services

We provide IT support services including, but not limited to: device and laptop setup and repair, Microsoft 365 configuration and support, Microsoft Entra ID administration, DNS management, and related general IT support. The specific scope for each engagement will be set out in the relevant quote, work order, or email confirmation.

4. Client responsibilities

To enable us to do our work properly and safely, you agree to:

- Provide us with the access, accounts, and administrative credentials reasonably needed to complete the agreed work
- Maintain your own current backup of critical data before any work begins, particularly for any work involving system changes, migrations, or reconfiguration
- Ensure you hold any necessary licences for software or services we are asked to configure
- Give us a safe working environment for any on-site work
- Let us know about any special access requirements, sensitive systems, or compliance obligations that affect how we should carry out the work

5. Fees and payment

5.1 Fees are as set out in our quote or rate card, and are in New Zealand dollars. Cumulus Technology Limited is not currently registered for GST, so no GST is added to our invoices. If we become GST-registered in future, we will update our invoicing accordingly and let you know.

5.2 Invoices are payable within 7 days of the invoice date, unless otherwise agreed in writing.

5.3 We may charge interest on overdue amounts at 2% per month, and may suspend further work until overdue invoices are paid.

5.4 Any third-party costs we pass on (for example, Microsoft 365 licences, hardware, or domain registrations) will be itemised separately and are payable in addition to our labour charges.

5.5 On-site work, including work at your premises and pickup or drop-off jobs, is charged at a minimum of one hour. Time beyond the first hour is charged in 15-minute increments.

5.6 Remote support is charged in 15-minute increments, with no minimum charge.

5.7 A call-out or travel fee may apply to on-site work. Any such fee will be stated in the quote or confirmed with you before work begins.

6. Third-party products and licences

Where we recommend, procure, or configure third-party products or licences (including Microsoft 365, domain registrations, or hardware) on your behalf, those products remain subject to the relevant third party's own terms and warranties. We are not the manufacturer or licensor of those products and do not guarantee their performance beyond what the third party provides.

7. Liability

7.1 We will carry out our services with reasonable care and skill.

7.2 To the maximum extent permitted by law, our total liability to you for any claim arising from our services is limited to the amount you paid us for the specific work giving rise to the claim.

7.3 We are not liable for any indirect or consequential loss, including lost profits or lost data, except where that data loss results from our negligence and you had no reasonably current backup in place.

7.4 Nothing in these terms excludes any right you have under the Consumer Guarantees Act 1993 where that Act applies and cannot lawfully be excluded. Where you are acquiring our services for business purposes, you agree that the Consumer Guarantees Act 1993 does not apply, to the extent the law allows this.

8. Data and privacy

We will treat any personal or client data we access in the course of our work as confidential, and will only use it to carry out the agreed work, in accordance with the Privacy Act 2020.

9. Cancellation

Either party may cancel a scheduled engagement with at least 24 hours notice. We may charge a reasonable fee for late cancellation or a missed appointment, to be set out in our quote or rate card.

10. Intellectual property

Any scripts, configurations, or documentation we develop specifically for you as part of an engagement belong to you once paid for in full. Any general tools, templates, or methods we use across our business remain our property.

11. Force majeure

Neither party is liable for delay or failure to perform caused by circumstances beyond their reasonable control.

12. Disputes

If a dispute arises, both parties agree to discuss it in good faith in the first instance. If unresolved, either party may refer the matter to mediation before taking any other formal action.

13. General

13.1 These terms are governed by New Zealand law.

13.2 If any clause is found unenforceable, the rest of these terms continue to apply.

13.3 We may update these terms from time to time; the version provided with your quote or engagement applies to that engagement.

14. Contact

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