



Terms & Conditions

This Agreement sets out the terms and conditions that govern the relationship between Michell Cudmore (the Consultant, doing business as Fine Tune Systems) and the Client. The Client hires the Fine Tune Systems to generally provide, but not limited to, the following services: IT technical support and integration, onboarding and systems training of staff, compliance related enquiries, auditing and other related services as requested by the Client.

1. Scope of Services

Fine Tune Systems agrees to provide the services agreed upon by both the Client and Consultant. The Consultant shall perform the services in a professional and timely manner and shall keep the Client informed of progress during the project.

2. Fees and Payment

The Client shall pay the Consultant the fees as per the payment schedule in the invoice. Payment shall be made through direct deposit to account details provided on the invoice. In case of delays in payment, the Consultant reserves the right to charge late payment fees on overdue accounts or suspend or terminate services until full payment is received. Extra fees for processing of credit card and cheque payments may be charged. Amounts owing after the due date will accrue interest at the rate of 15% per annum, calculated daily from the first day overdue until receipt of payment. If the Consultant is required to appoint a recovery agent, debtors will be held accountable for any recovery costs. The Customer shall agree to pay and reimburse the Consultant for legal costs, or other expenses incurred in respect of the preparation of any documentation required by the Consultant to secure the provision of credit to the customer together with all collection and enforcement costs and expenses which the Consultant may suffer or incur in connection with the supply of services or sale of goods, and provisions of credit to the Customer including (without limitation) legal costs on a full Indemnity basis.

3. Confidentiality

The Consultant agrees to maintain the confidentiality of all information related to the Client's business and operations, and will not disclose any such information to third parties without the Client's consent.

4. Intellectual Property

Any intellectual property developed by the Consultant in the course of providing services to the Client shall remain the property of the Consultant, unless otherwise agreed upon in writing by both parties.

5. Representations and Warranties

The Consultant represents and warrants that the services provided to the Client shall be of professional quality and will not infringe upon any intellectual property rights of any third party.

6. Limitation of Liability

The Consultant shall not be liable to the Client for any indirect, incidental, consequential, or punitive damages arising out of or in connection with this Agreement, even if the Consultant has been advised of the possibility of such damages.

7. Termination

Either party may terminate this Agreement upon written notice to the other party. Upon termination, the Client shall pay the Consultant for all services rendered up to the date of termination.

8. Independent Contractor Status

The Consultant shall be an independent contractor and not an employee or agent of the Client. The Consultant shall be responsible for paying all taxes and other expenses related to providing services under this Agreement.

9. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction where the Consultant resides or where the services are provided. Any dispute arising out of or in connection with this Agreement shall be resolved in the courts of the jurisdiction where the Consultant resides or where the services are provided.

10. Agreement

This Agreement represents the understanding between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may not be amended or modified except in writing signed by both parties. By accepting the Consultant's services, the Client agrees to be bound by these terms and conditions.