




BUSINESS MANUAL

(Version 9.0, November 2019)

Good planets are hard to find: Please consider the environment before printing this manual

THIS MANUAL BECOMES AN UNCONTROLLED DOCUMENT WHEN PRINTED OUT

Manual Status:

Date	Version	Status	Approved
10/12	Draft 1.0	1st DRAFT of Manual for peer review	
11/12	Draft 2.0	2nd DRAFT of Manual for further peer review	
01/13	3.0	Manual ready for Issue	
11/13	4.0	Appendices B, C & E updated	
03/14	4.1	Appendix E updated	
09/14	4.2	Appendix E updated; Policies reviewed / re-signed	
10/14	4.3	Appendices B & C updated	
11/15	5.0	Full Review. Terms of Business and Appendices A, B, C & E updated	
11/17	6.0	Full Review. Appendices B, C & E updated	
10/18	7.0	Full Review. Appendices B, C & E updated	
07/19	8.0	Full Review. Policies reviewed / re-signed. Updates made and new Appendix C inserted.	
11/19	9.0	Appendices B, C, D & E updated	

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About Q-Sol:

Q-Sol is a Limited Liability Company that was founded on 13 September 2012 by its Managing Director and major shareholder, Graham Philps.

The services that Q-Sol offers are briefly described below:

- 'Needs Analysis'
 - Adopting a 'back to basics' approach to establish goals and priorities, how to realise them and how to recognise success.
- Systems Development
 - Improvement through simplification and integration of business processes and procedures
 - Enhancement (e.g. to meet ISO 9001, 14001 and 45001 Standards)
- Auditing & Reporting
 - Process Analysis
 - On / off site inspections to compare 'requirements with reality'
 - Applying a multi-disciplined approach to maximise value for time / money spent:
 - Quality - against Client's performance criteria and stated standards
 - Health & Safety - to meet Client's and legislative requirements
 - Environmental - in support of Client's Environmental Manager / Team
- Training & Facilitation
 - Learning Facilitator with Capable NZ, a school of Otago Polytechnic, qualified to facilitate on the Bachelor of Applied Management, Graduate Diploma in Professional Practice (Occupational Health & Safety) and Bachelor of Engineering Technology programmes
 - Facilitator with 'FinCap' (formerly the National Building Financial Capability Charitable Trust)
 - Supervisory Management - basic theory and practice; aimed at those newly promoted into supervisory positions. Including follow-up, 'in the field' mentoring.
 - Technical - Working with equipment experts to set up and deliver theoretical, practical and 'On The Job' training programmes
 - Performance Coaching - helping people to discover solutions for themselves
- Management Support

Understanding the stresses and effects of current working models allows Q-Sol to adopt an empathic approach. This approach often removes barriers to communication, both internal and external, allowing more effective support of the Client's Management Team, particularly in the following areas:

 - Project Coordination
 - Client Liaison
 - Process, Organisational and Change Management support

Q-Sol's philosophy of applying a practical approach keeps things 'real'. Through close collaboration and the application of innovative thought, specialist and common knowledge and conventional wisdom Q-Sol is ideally placed to help clients to find that 'Quality Constructive Solution'.

"Founding a business on good intentions – with the purpose of helping others to realise their potential and achieve their goals and dreams – is one of life's great opportunities to achieve self-fulfilment."

That is what Q-Sol is about.

Q-Sol's Vision:

To be known as the company that businesses, across all industries, call on when they need help

Q-Sol's Mission:

To provide positive, collaborative, support that helps businesses to achieve their full potential and leaves individuals feeling empowered, energised and engaged

Q-Sol's Values:

Q-Sol follows strict ethical practices. The Company has a policy of working openly and honestly and affording everyone the same high level of respect and courtesy. Among other strong attributes, Clients will find Q-Sol to be:

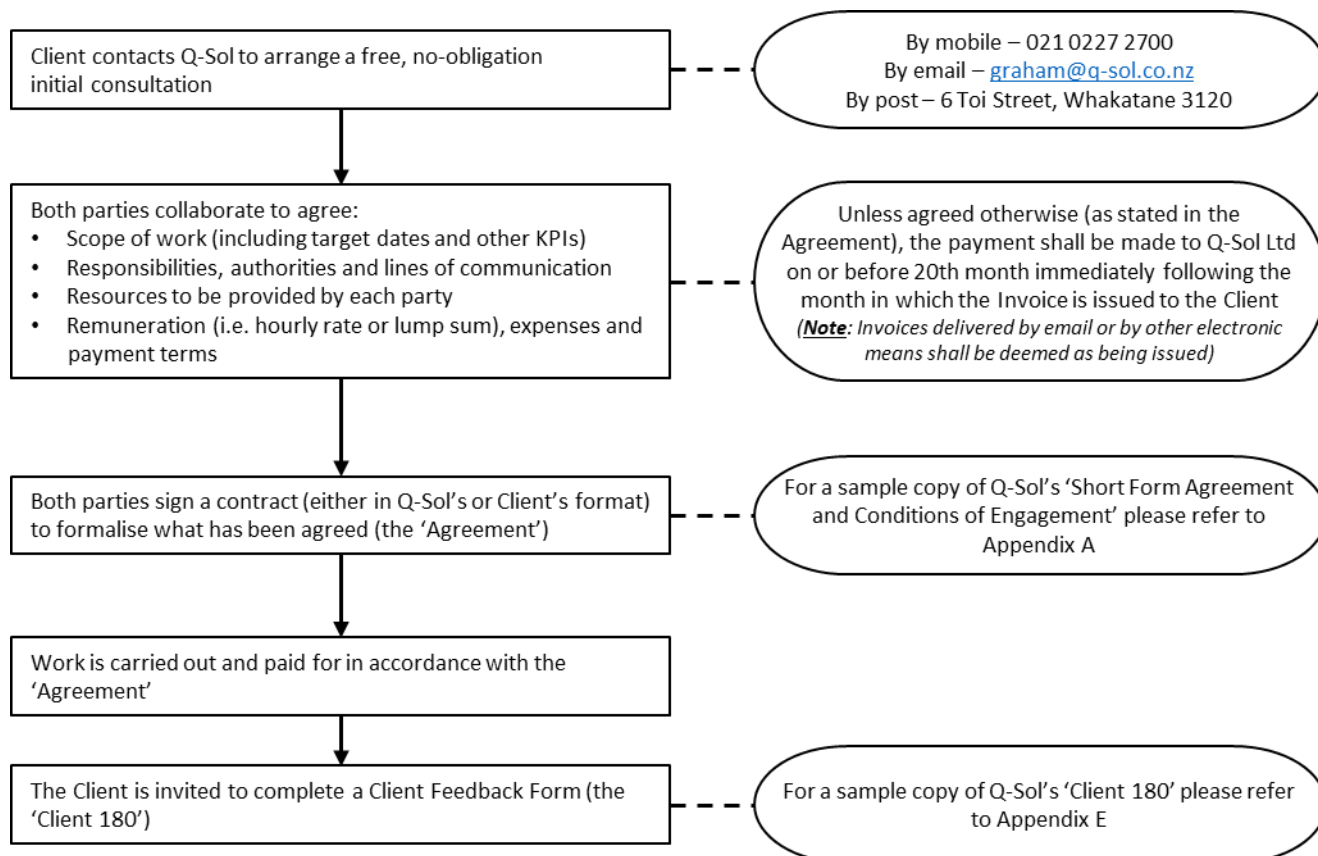
- Reliable
 - Responsive
 - Trustworthy
 - Flexible
 - Collaborative
 - Positive
 - Professional
 - and completely Confidential

Why Q-Sol?

Because clients know that they will receive tailor-made, quality solutions that add genuine value to their business.

Q-Sol will not:	Q- Sol will:
<ul style="list-style-type: none"> Intentionally deceive 'Run-down' Clients - irrespective of any provocation Charge like a wounded bull... 	<ul style="list-style-type: none"> Seek to make the working experience enjoyable for all Seek Client Feedback to enable Q-Sol to improve its offering in the future Provide value for money

Terms of Business:



The above terms of business may be relaxed by mutual agreement, based on the level of trust established between the parties.

For more information, including staff profiles and information on how Q-Sol can help you, please go to q-sol.co.nz

Health and Safety Policy:



HEALTH & SAFETY POLICY

Q-Sol Ltd is committed to maintaining a safe and healthy workplace and will cooperate with Clients by undergoing any inductions, training and supervision they deem necessary to achieve this.

Q-Sol Ltd will take responsibility for the health and safety of its own employees and be accountable for any acts or omissions that contribute to any failure in maintaining a Safe Place or Safe System of Work.

Q-Sol Ltd will actively participate in the maintenance and improvement of the Clients' Health & Safety systems to the degree required by the Client. This may include:

- Being involved in the Client's workplace health and safety system.
- Complying with approved procedures and using approved equipment.
- Wearing protective clothing and equipment as and when required.
- Reporting any observed Health & Safety accidents, incidents or 'near misses' as soon as possible.
- Reinforcing the Client's Health & Safety Policy and key messages to their employees, where invited to do so.
- Keeping their own work place tidy to minimise the risk of any trips and falls.

Q-Sol Ltd undertakes to do all that is reasonably practicable to comply with the requirements of the Health & Safety at Work Act.



Graham Philps
Managing Director

July 2019

Environmental Policy:



ENVIRONMENTAL POLICY

Q-Sol Ltd is committed to complying with all environmental legislation and local government and the Client's policies, plans and procedures.

Q-Sol Ltd will cooperate with Clients by undergoing any inductions, training and supervision they deem necessary.

Q-Sol Ltd will collaborate with Clients to help them to:

- Manage environmental risk.
- Improve their environmental performance
- Minimise waste and to use environmentally acceptable methods of disposing of waste
- Minimise the risks of using hazardous substances
- Reduce their consumption of raw materials
- Improve their energy efficiency
- Avoid, remedy or mitigate any harmful emissions
- Purchase goods and services that are manufactured, used and disposed of in an environmentally responsible way
- Instigate appropriate emergency procedures to deal with spills, leaks or other emergencies that may affect the environment
- Reinforce the Client's Environmental Policy and key messages to their employees, where invited to do so.



Graham Philps
Managing Director

July 2019

Quality Policy:



QUALITY POLICY

Q-Sol Ltd is committed to the concept of helping Client's to sustain and improve the quality of their products and services.

Q-Sol Ltd undertakes to:

- Act with utmost professionalism
- Strive for technical excellence by applying care and attention to all its work
- Adopt a high level of compliance with the Client's processes and procedures

Q-Sol Ltd will provide the Client with documented assurance that service being provided is consistent, professional, technically competent, effective and efficient. This will be achieved by:

- Adopting an honest, open and 'no surprises' approach to business
- Treating everyone impartially, fairly, courteously and respectfully
- Responding promptly to the Clients requirements
- Seeking to make the working experience enjoyable for all
- Promoting integrity and ensuring against conflicts of interest
- Valuing all Clients and developing and maintaining good working relationships


Q-Sol Ltd will actively promote a culture of Accountability, Continuous Improvement and Respect for People in all its business.



Graham Philps
Managing Director

July 2019

Appendix A: Example of Q-Sol's 'Short Form Agreement and Conditions of Engagement'

		<table border="1"> <tr> <td>Q-Sol / C / 01</td> <td>Version 2.1</td> <td>Feb 19</td> </tr> <tr> <td colspan="2">Short Form Agreement</td> <td>Page 1 of 2</td> </tr> </table>	Q-Sol / C / 01	Version 2.1	Feb 19	Short Form Agreement		Page 1 of 2
Q-Sol / C / 01	Version 2.1	Feb 19						
Short Form Agreement		Page 1 of 2						
<h3>Short Form Agreement for Q-Sol Ltd Engagement</h3>								
<p>Between: (Client) and: Q-Sol Ltd Collectively referred to herein as the "Parties" and individually as a "Party"</p>								
Project:	Location:							
Scope & nature of the Services:								
Programme for the Services:								
Fees & timing of payments:								
Information or services to be provided by the Client:								
<p>The Client engages Q-Sol Ltd to provide the Services described above and Q-Sol Ltd agrees to perform the Services for the remuneration provided above. Both Parties agree to be bound by the provision of the Short Form Model Conditions of Engagement (overleaf), including clauses 2, 3, 9 and 10 and any variations noted below. Once signed, this agreement, together with the conditions overleaf and any attachments, will replace all or any oral agreement previously reached between the Parties.</p>								
Variations to the Short Form Model Conditions of Engagement (overleaf):								
Client authorised signatory (ies): <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	Q-Sol Ltd authorised signatory: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>							
Print name:	Print name: Graham Philps							
Date:	Date:							
<p>Graham Philps 021 0227 2700 graham@q-sol.co.nz www.q-sol.co.nz</p> <p>HONEST RELIABLE RESPONSIVE</p>								
<p>Registered address: 6 Toi Street, Whakatane, 3120 GST No. 109-876-097</p>								

SHORT FORM MODEL CONDITIONS OF ENGAGEMENT

- Q-Sol Ltd shall perform the Services as described in the attached documents.
- Nothing in this Agreement shall restrict, negate, modify or limit any of the Client's rights under the Consumer Guarantees Act 1993 where the Services acquired are of a kind ordinarily acquired for personal, domestic or household use or consumption and the Client is not acquiring the Services for the purpose of a business.
- The Client and Q-Sol Ltd agree that where all, or any of, the Services are acquired for the purposes of a business the provisions of the Consumer Guarantees Act 1993 are excluded in relation to those Services.
- In providing the Services Q-Sol Ltd shall exercise the degree of skill, care and diligence normally expected of a competent professional.
- The Client shall provide to Q-Sol Ltd, free of cost, as soon as practicable following any request for information, all information in his or her power to obtain which may relate to the Services. Q-Sol Ltd shall not, without the Client's prior consent, use information provided by the Client for purposes unrelated to the Services. In providing the information to Q-Sol Ltd, the Client shall ensure compliance with the Copyright Act 1994 and shall identify any proprietary rights that any other person may have in any information provided.
- The Client may order variations to the Services in writing or may request Q-Sol Ltd to submit proposals for variation to the Services. Where Q-Sol Ltd considers a direction from the Client or any other circumstance is a Variation Q-Sol Ltd shall notify the Client as soon as practicable. The Client shall pay Q-Sol Ltd for the Services the fees and expenses at the times and in the manner set out in the attached documents. Where this Agreement has been entered by an agent (or a person purporting to act as agent) on behalf of the Client, the agent and Client shall be jointly and severally liable for payment of all fees and expenses due to Q-Sol Ltd under this Agreement.
- All amounts payable by the Client shall be paid by the 20th of the month immediately following the date the Invoice was issued to the Client. Invoices delivered by email, or by other electronic means, shall be deemed as being issued. Late payment shall constitute a default, and the Client shall pay default interest on overdue amounts from the date payment falls due to the date of payment at the rate of Q-Sol Ltd's overdraft rate plus 2% and in addition the costs of any actions taken by Q-Sol Ltd to recover the debt.
- Where Services are carried out on a time charge basis, Q-Sol Ltd may purchase such incidental goods and/or Services as are reasonably required for Q-Sol Ltd to perform the Services. The cost of obtaining such incidental goods and/or Services shall be payable by the Client. Q-Sol Ltd shall maintain records which clearly identify time and expenses incurred.
- Where Q-Sol Ltd breaches this Agreement, Q-Sol Ltd is liable to the Client for reasonably foreseeable claims, damages, liabilities, losses or expenses caused directly by the breach. Q-Sol Ltd shall not be liable to the Client under this Agreement for the Client's indirect, consequential or special loss, or loss of profit, however arising, whether under contract, in tort or otherwise.
- The maximum aggregate amount payable, whether in contract, tort or otherwise, in relation to claims, damages, liabilities, losses or expenses, shall be five times the fee (exclusive of GST and disbursements) with a maximum limit of \$NZ1,000,000.
- Without limiting any defences, a Party may have under the Limitation Act 2010, neither Party shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on a Party within 6 years from completion of the Services.
- Q-Sol Ltd shall take out and maintain for the duration of the Services a policy of Professional Indemnity insurance for the amount of liability under clause 11. Q-Sol Ltd undertakes to use all reasonable endeavours to maintain a similar policy of insurance for six years after the completion of the Services.
- If either Party is found liable to the other (whether in contract, tort or otherwise), and the claiming Party and/or a Third Party has contributed to the loss or damage, the liable Party shall only be liable to the proportional extent of its own contribution.
- Intellectual property prepared or created by Q-Sol Ltd in carrying out the Services ("New Intellectual Property") shall be jointly owned by the Client and Q-Sol Ltd. The Client and Q-Sol Ltd hereby grant to the other an unrestricted royalty-free license in perpetuity to copy or use New Intellectual Property. Intellectual property owned by a Party prior to the commencement of this Agreement and intellectual property created by a Party independently of this Agreement remains the property of that Party. The ownership of data and factual information collected by Q-Sol Ltd and paid for by the Client shall, after payment by the Client, lie with the Client. Q-Sol Ltd does not warrant the suitability of New Intellectual Property for any purpose other than the Services or any other use stated in the Agreement.
- Q-Sol Ltd has not and will not assume any obligation as the Client's Agent or otherwise which may be imposed upon the Client from time to time pursuant to the Health and Safety in Employment Act 1992 ("the Act") arising out of this engagement. Q-Sol Ltd and the Client agree that in terms of the Act, Q-Sol Ltd will not be the person who controls the place of work.
- The Client may suspend all or part of the Services by notice to Q-Sol Ltd who shall immediately make arrangements to stop the Services and minimise further expenditure. The Client and Q-Sol Ltd may (in the event the other Party is in material default) terminate the Agreement by notice to the other Party. Suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
- The Parties shall attempt in good faith to settle any dispute by mediation.
- This Agreement is governed by the New Zealand law, the New Zealand courts have jurisdiction in respect of this Agreement, and all amounts are payable in New Zealand dollars.


Graham Philips | 021 0227 2700 | graham@q-sol.co.nz | www.q-sol.co.nz

HONEST RELIABLE RESPONSIVE

Registered address: 6 Toi Street, Whakatane, 3120

GST No. 109-876-097

Appendix B: Public Liability Insurance Coverage Summary



A Gallagher Company

Crombie Lockwood (NZ) Limited
 Level 4, 100 Beaumont Street, Auckland 1010
 Private Bag 68910, Wellesley St, Auckland 1141
 P +64 9 623 9900 F +64 9 623 9901
www.crombielockwood.co.nz

Client Number
Broker

121- 0D2XC
Tom Comerford

Public Liability Insurance

This is the summary of the cover provided by your policy. Please refer to the policy document for the full terms, conditions and exclusions relating to this insurance.

The Insured
Q-Sol Limited

The Insurer
Delta Insurance NZ Ltd as agent for Lloyds Syndicate
AWL2232

Period of Cover

Client No
121-0D2XC

% of cover
100

From 07/12/19 to 07/12/20 at 4:00pm; Local Standard Time

Cover No
1646345-001-01

Insurer Policy No
D24313/2018/GL/1

DETAILS OF INSURANCE

Business Activity	Learning facilitator, business management, health and safety consulting	
Public Liability	Limit any one occurrence	\$2,000,000
Product Liability	Limit in the aggregate	\$2,000,000
Territory	New Zealand Only	
Jurisdiction	New Zealand Only	

POLICY DETAILS

Policy Wording Delta G L Package 06-14R

ENDORSEMENTS AND / OR CLAUSES

Coverage Sub limit Excess

- 2.1 Business Advice or Service Full Limit As above
- 2.2 Care, Custody or Control \$250,000 \$1,000
- 2.3 Forest & Rural Fires Act \$250,000 \$1,000
- 2.4 Landlord's Liability Full Limit As above
- 2.5 Product Withdrawal Costs \$100,000 \$2,500
- 2.6 Punitive & Exemplary Damages \$1,000,000 As above
- 2.6 Punitive & Exemplary - defence costs \$200,000 Nil

POLICY SCHEDULE

2.7 Tenant's Liability Full Limit As above
 2.8 Underground Services Full Limit \$5,000
 2.9 Vehicle & Watercraft Service & Repair \$250,000 \$2,500
 2.10 Vibration & Removal of Support \$250,000 \$5,000
 2.11 Visits to Non-Territorial Countries \$1,000,000 As a
 Policy Wording: GL Package 06-14R
 Territorial Limitation: New Zealand
 Jurisdictional Limitation: New Zealand
 Covered Activities: Consulting services
 Limit of Liability: Any one occurrence (Products Liability in the aggregate)
 Defence costs Unlimited in addition
 Retroactive Date: Not applicable
 Continuity Date: Not applicable
 Extended Reporting Period Not applicable
 Currency NZD
 Excess Per Occurrence, costs Exclusive
 Absolute Business Advice & Service Exclusion
 It is understood and agreed that Automatic Extension 2.1, Business Advice or Service, is deleted in its entirety.
 All other terms, conditions and exclusions remain unchanged.

DEDUCTIBLES / EXCESS

Standard	\$500
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INSURER RATINGS

Insurer	Cover (%)	Rating	Agency
Delta Insurance NZ Ltd as agent for Lloyds Syndicate AWL2232	100	A +	S&P


The Standard & Poor's (S&P) Insurer financial strength rating scale is:

AAA	(Extremely Strong)	BBB	(Good)	CCC	(Very Weak)
AA	(Very Strong)	BB	(Marginal)	CC	(Extremely Weak)
A	(Strong)	B	(Weak)	NR	(Not Rated)
				R	(Regulatory Supervision)

Note: The ratings from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

The ratings scale above is in summary form. The full version of this rating scale can be obtained from the Standard and Poor's website.

Appendix C: Statutory Liability Insurance Coverage Summary

 <p>A Gallagher Company</p>		<p>Crombie Lockwood (NZ) Limited Level 4, 100 Beaumont Street, Auckland 1010 Private Bag 68910, Wellesley St, Auckland 1141 P +64 9 623 9900 F +64 9 623 9901 www.crombielockwood.co.nz</p>	
<p>Client Number Broker</p>		<p>121- 0D2XC Tom Comerford</p>	

Statutory Liability Insurance

This is a summary of the cover provided by your policy. Please refer to the policy document for the full terms, conditions and exclusions relating to this insurance.

The Insured	Client No	Cover No
Q-Sol Limited	121-0D2XC	1646345-001-02
The Insurer	% of Cover	Insurer Policy No
Delta Insurance NZ Ltd as agent for Lloyds Syndicate AWL2232	100	D24313/2018/SL/1
Period of Cover	From 07/12/19 to 07/12/20 at 4:00pm; Local Standard Time	

DETAILS OF INSURANCE

Business Activity	Learning facilitator, business management, health and safety consulting	
Limit of Indemnity	Any one Claim and in the aggregate	\$1,000,000
Defence Cost Limit of Indemnity	Any one Claim and in the aggregate	\$1,000,000
Territory	New Zealand Only	
Jurisdiction	New Zealand Only	
Retroactive Date	7/12/2018	

POLICY DETAILS

Policy Wording	Delta G L Package 06-14R.
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ENDORSEMENTS AND / OR CLAUSES

Coverage Sub limit Excess
 2.1 Compensation for Attendance \$100,000 Nil
 Policy Wording: GL Package 06-14R
 Territorial Limitation: New Zealand
 Jurisdictional Limitation: New Zealand
 Limit of Liability: Any one claim and in the aggregate

Defence Costs In addition +100% of the Limit of Liability shown
 Retroactive Date: Unlimited
 Continuity Date: Not applicable
 Extended Reporting Period 75%
 Currency NZD
 Excess Each and every Claim, costs inclusive

DEDUCTIBLES / EXCESSES

Standard	Each and every claim including costs	\$500
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INSURER RATINGS

Insurer	Cover (%)	Rating	Agency
Delta Insurance NZ Ltd as agent for Lloyds Syndicate AWL2232	100	A +	S&P


The Standard & Poor's (S&P) Insurer financial strength rating scale is:

AAA	(Extremely Strong)	BBB	(Good)	CCC	(Very Weak)
AA	(Very Strong)	BB	(Marginal)	CC	(Extremely Weak)
A	(Strong)	B	(Weak)	NR	(Not Rated)
				R	(Regulatory Supervision)

Note: The ratings from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

The ratings scale above is in summary form. The full version of this rating scale can be obtained from the Standard and Poor's website.

Appendix D: Professional Indemnity Insurance Coverage Summary



**crombie®
lockwood**
A Gallagher Company

Crombie Lockwood (NZ) Limited
Level 4, 100 Beaumont Street, Auckland 1010
Private Bag 68910, Wellesley St, Auckland 1141
P +64 9 623 9900 F +64 9 623 9901
www.crombielockwood.co.nz

Client Number 121- 0D2XC
Broker Tom Comerford

Professional Indemnity Insurance

This is a summary of the cover provided by your policy. Please refer to the policy document for the full terms, conditions and exclusions relating to this insurance.

The Insured Q-Sol Limited	Client No 121-0D2XC	Cover No 1646345-001-03
The Insurer Delta Insurance NZ Ltd as agent for Lloyds Syndicate AWL2232	% of Cover 100	Insurer Policy No D24313/2018/PI/1
Period of Cover From 07/12/19 to 07/12/20 at 4:00pm; Local Standard Time		

DETAILS OF INSURANCE

Business Activity	Learning facilitator, business management, health and safety consulting	
Limit of Indemnity	Any one claim and in the aggregate	\$1,000,000
Territory	New Zealand Only	
Jurisdiction	New Zealand Only	

POLICY DETAILS

Policy Wording	Delta P I wording PI 06-14R
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ENDORSEMENTS AND / OR CLAUSES

Coverage Sub limit Excess

- 2.1 Vicarious Liability No sublimit As above
- 2.2 Defamation No sublimit As above
- 2.3 Intellectual Property No sublimit As above
- 2.4 Dishonest or Fraudulent Employees No sublimit As above
- 2.5 Loss of Documents \$500,000 Nil
- 2.6 Compensation for Attendance \$100,000 Nil
- 2.7 Quasi Judicial \$250,000 \$2,500
- 2.8 Fair Trading Act 1986 No sublimit As above
- 2.9 Continuous Cover No sublimit As above
- 2.10 Estate Extension No sublimit As above

2.11 Marital and Domestic Partner No sublimit As above
 2.12 Loss Mitigation \$100,000 \$1,000
 2.13 Joint Ventures and Partnerships No sublimit As above
 2.14 Contractual Liability No sublimit As above
 Policy Wording: PI 06-14R
 Territorial Limitation: New Zealand
 Jurisdictional Limitation: New Zealand
 Covered Activities: Learning facilitator, business management, health and safety consulting
 Limit of Liability: Any one claim
 Defence Costs Unlimited in addition to the limit of indemnity
 Retroactive Date: Inception
 Continuity Date: Inception
 Extended reporting period Not applicable
 Currency NZD
 Excess Each and every claim, costs exclusive
 Cyber Liability Extension
 It is hereby noted and agreed that the following Extension is added to the Policy:
 The Underwriters shall indemnify the Insured for the Damages and Defence Costs resulting from any Claim first made against the Insured during the Policy Period, or any applicable Extended Reporting Period, and reported to the Underwriters in accordance with the terms of this Policy, for any Privacy Wrongful Act or Network Security Wrongful Act.
 The following Definitions are also added to the Policy:
 "Identity Theft" means the misappropriation of Personal Information or any other confidential information which has resulted in the wrongful or fraudulent use of such Personal Information, including, but not limited to, fraudulently emulating the identity of an individual or corporation.
 "Malicious Code" means any unauthorised and either corrupting or harmful software code, including but not limited to computer viruses, Trojan horses, worms, logic bombs, spy ware or spider ware.
 "Network" means any computer hardware, software, firmware, and components thereof, including software and electronic data stored on or within the Insured's Network, which are connected through computers, including such networks accessible through the Internet, intranets, extranets or virtual private networks.
 "Network Security" means the use of hardware, software and firmware, including, without limitation, firewalls, filters, routers, intrusion detection software, antivirus software, automated password management applications and other authentication mechanisms, which are designed to control or restrict the access to a Network, or any portion thereof. "Network Security" shall also include the use of third party service providers which provide, or assist in the provisioning, of such hardware, software and firmware.
 "Network Security Wrongful Act" means any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach of duty committed by an Insured, which results in a breach of the Insured's Network Security, the consequences of which are: (a) unauthorised access to, use of or tampering with a third party's Network; (b) the inability of an authorised third party to gain access to the Insured's services; (c) denial or disruption of Internet service to a third party; (d) Identity Theft; (e) the transmission of Malicious Code; (f) the unauthorised release of a third party's confidential and proprietary business information; or (g) the physical theft of the Insured's hardware by a third party.
 "Personal Information" means: (a) information from which a natural person may be uniquely and reliably identified, including, but not limited to a person's name, address, telephone number, email address, in combination with their account relationships, account numbers, passwords, PIN numbers, credit card numbers or biometric information; or (b) personal information as defined in any

privacy protection law or regulation governing the control and use of a natural person's personal and confidential information.

"Privacy Wrongful Act" means any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach of

duty committed by any Insured, which results in: (a) the misappropriation, mishandling, loss or disclosure of Personal Information;

(b) a breach or violation of any law or regulations associated with the control and use of Personal Information; (c) Identity Theft; or

(d) the unauthorised release of a third party's confidential and proprietary business information.

The Underwriters' maximum aggregate liability for Damages under this Endorsement shall be \$250,000 any one Claim and in the

aggregate for the Policy Period. Defence Costs under this Endorsement are in addition to this limit and the Underwriters maximum

aggregate liability for Defence Costs is \$100,000 any one Claim and in the aggregate for the Policy Period.

The Sublimit of Liability provided by this Endorsement is included and not in addition to the overall Limit of Liability.

All other terms, conditions and exclusions remain unchanged.

DEDUCTIBLES / EXCESSES

Standard	Each and every claim including costs	\$2,000
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INSURER RATINGS

Insurer	Cover (%)	Rating	Agency
Delta Insurance NZ Ltd as agent for Lloyds Syndicate AWL2232	100	A +	S&P

The Standard & Poor's (S&P) Insurer financial strength rating scale is:

AAA	(Extremely Strong)	BBB	(Good)	CCC	(Very Weak)
AA	(Very Strong)	BB	(Marginal)	CC	(Extremely Weak)
A	(Strong)	B	(Weak)	NR	(Not Rated)
				R	(Regulatory Supervision)

Note: The ratings from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

The ratings scale above is in summary form. The full version of this rating scale can be obtained from the Standard and Poor's website.

REFERRAL REMUNERATION

We sometimes pay a share of our remuneration to others who refer you to us. Remuneration is brokerage from insurers with whom your insurance is placed and/or fee income for our services.

FAIR INSURANCE CODE 2016

If you have a personal insurance policy or are a small to medium (SME) business and your insurance policy is underwritten by a member of the Insurance Council of New Zealand (ICNZ), a new version of the Fair Insurance Code will apply from 1st January 2016.

A list of [ICNZ members](#) and a copy of the [Fair Insurance Code 2016](#) can be found at www.icnz.org.nz.


DUTY OF DISCLOSURE

The insurance cover that has been arranged for you is based on the information you provided. Because that information is material to the insurer providing your insurance, you must advise any changes or any information that could affect the insurer's acceptance of your insurance. If you don't disclose or you misrepresent any material information your insurance could be invalidated and any claim may not be paid.

While your duty of disclosure applies before you take out an insurance policy or when you renew a policy, you should also advise us of any material change or circumstance if something comes to light during the period of your insurance. Examples of such disclosures could include structural alterations to a building, un-occupancy of insured premises, the installation of new equipment; a change in business operations or many other such changes.

Your duty of disclosure is crucial in maintaining your insurance protection. If you are unsure about any aspect of it please contact us for guidance.

Appendix E: Sample of Client Feedback Form; the 'Client 180'



CLIENT FEEDBACK FORM

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'CLIENT 180'

Please enter your rating against each Category.
The 'Client Rating' will be calculated automatically.

Category / Topic Name		Description	Rating (1 = ☹, 4 = ☺)			
			1	2	3	4
Q-Sol's Performance						
	Attitude	Positive; 'can-do'; encouraging				
	Communication	Collaborative and communicative				
	Teamwork / Cooperation	Worked effectively with us, our staff and our stakeholders				
	Flexibility / Adaptability	Resolution of problems & unexpected issues				
	Trustworthiness	Honest; 'no-surprises'				
	Reliability	Met stated objectives				
	Responsiveness	Responded promptly to queries				
	Quality	Standard of work performed				
Overall						
	Task Satisfaction	Task requirements were met				
	Overall Rating	Overall opinion of Q-Sol				

Client Rating (%)

Recommendation Q-Sol will be recommended Yes No

Comments and Suggestions (Please include anything that would help Q-Sol to provide a better service)

Your feedback is very much appreciated. Thank you. ☺

HONEST
RELIABLE
RESPONSIVE

Registered address: 6 Toi Street, Whakatane, 3120 GST No. 109-876-09

Appendix F: Certificates, Awards, Memberships and Authorisations for Graham Philps

Description	Gained	Expires
Qualifications / Awards		
<i>Master of Professional Practice (Capable NZ, Otago Polytechnic) – Ongoing</i>	<i>Commenced Feb 19</i>	
Post Graduate Diploma Occupational Safety & Health (Massey University)	2017	
NZ Diploma in Engineering (Civil)	2009	
Top Full-Time Student Award, NZ Diploma in Engineering (Civil) Course	2007	
Institute of Management Certificate in Management (UK)	2000	
Certificate of Education in Post Compulsory Education Teaching (UK)	1993	
TEC Certificate in Aviation Studies (Avionics) (UK)	1979	
Health & Safety		
ISO 45001 Masterclass (through NZISM)	Aug 18	
Graduate Member of NZ Institute of Safety Management (Membership No. 2975)		Apr 20
Institute of Occupational Health & Safety Certificate (UK)	2000	
Operate Safe Bronze Card (No. 71225) (<i>Superseded by Site Safe - see below</i>)		
Site Safe Supervisor Gold Card (No. 303035)		Expired Feb 16
AS/NZS ISO 31000:2009 / HB 89 Risk Management / Assessment: Principles / Guidelines Techniques Course	Jun 14	
Confined Spaces & Gas Detection (Unit Standards 17599, 18426, 25510, 3058)		Expired Jun 17 – Due Renewal
RABQSA-Certified OHS Management Systems Auditor Course Certificate	Jul 14	
Height Safety Unit Standards Course	Apr 15	
ICAM Investigation Techniques Course	Jun 15	
'Dangerous Decibels in Industry' (DDI) Course (ACC / Auckland University)	Aug 15	
Quality, Leadership & Management		
ISO 9001:2015 Quality Management Update Course	Apr 15	
Member NZ Organisation for Quality (Membership No. 11655400)	2011	
ISO 9000 'Quality Inceptor' Training (UK)	1999	
Member Institute of Leadership & Management (<i>formerly Institute of Supervisory Management</i>) (UK) (Membership No. 66409)	1992	
Environmental		
Environmental Management (Practice & Theory)	2010	
Silt Safe	2008	
Miscellaneous		
NZ Driver Licence		Jul 22
NZTA CoPTTM Level 1 STMS (No. 36969)		Under Review
Mental Health First Aid (<i>St John</i>)	Nov 19	
Mental Health First Aid (<i>Life Care Consultants Ltd</i>)		May 20
First Aid		Expired Aug 19 – Due Renewal