Kawea Limited | Standard Terms of Service

These Standard Terms of Service ("the Terms") govern the provision of all consultancy services by Kawea Limited. The contract between you ("the Client") and Kawea Limited is formed by these Terms and the accompanying Letter of Engagement.

Please read these Terms carefully. By accepting our Letter of Engagement or instructing us to proceed with the services, you confirm that you have read, understood, and agreed to be bound by them.

Important Disclaimer: **The Client acknowledges that Kawea Limited is a consultancy and not a law firm.** The services provided by Kawea Limited do not constitute legal advice, do not create a solicitor-client relationship, and are not subject to the rules and protections of the Lawyers and Conveyancers Act 2006. These Terms are exclusively for services provided by Kawea Limited, which is a separate legal entity from the law firm Kawea Law Limited.

Services

1. Kawea Limited will provide the consultancy services as described in the Letter of Engagement or as otherwise agreed in writing ("the Services"). The Services may include advice and recommendations. The Client agrees that all decisions and actions taken to implement such advice are the sole responsibility of the Client.

Client Obligations

2. The Client agrees to provide, in a timely manner, all information, documents, and access to personnel reasonably required for Kawea Limited to perform the Services. Kawea Limited will rely on the information provided by the Client and is not responsible for independently verifying its accuracy unless this is expressly included in the scope of Services.

Fees and Payment

3. Our fees will be calculated as set out in the Letter of Engagement or as otherwise agreed in writing. All fees are exclusive of GST unless stated. We may incur disbursements or expenses on your behalf. These will be itemised and included in our invoices. Invoices will be issued monthly, or on completion of the Services, and are payable by the 20th of the month following the date of the invoice.
4. We reserve the right to charge interest at a rate of 1% per month on any overdue accounts. The Client is liable for all costs incurred in recovering any outstanding amounts.

Confidentiality

5. Both parties agree to keep confidential all information received from the other party that is not publicly available. This information will only be used for the purpose of providing the Services. This obligation of confidentiality will survive the termination of this agreement.

Intellectual Property

6. Kawea Limited retains all intellectual property rights in its methodologies, frameworks, and pre-existing materials. The Client will own the intellectual property rights in the final deliverables created specifically for the Client as part of the Services, upon full payment of our fees.

Limitation of Liability

7. Kawea Limited will perform the Services with reasonable skill and care, consistent with industry standards. To the extent permitted by law, the maximum aggregate liability of Kawea Limited to the Client, whether in contract, tort (including negligence), or otherwise, for any loss, damage, or expense arising from or in connection with the Services is limited to the total fees paid by the Client to Kawea Limited for the specific services giving rise to the claim.
8. Kawea Limited is not liable for any indirect, consequential, or special loss, or any loss of profit, business, or opportunity, however it may arise.

Termination

9. Either party may terminate this agreement with 30 days' written notice.
10. Either party may terminate this agreement immediately by written notice if the other party commits a material breach and fails to remedy it within 14 days of receiving notice of the breach.
11. The Client remains liable to pay for all Services performed and expenses incurred up to the date of termination.

Entire Agreement

12. This agreement, comprising these Terms and the Letter of Engagement, constitutes the entire agreement between the parties and supersedes all prior communications and understandings.
13. Any variation to this agreement must be in writing and signed by both parties.

Governing Law

14. This agreement is governed by the laws of New Zealand, and the parties submit to the exclusive jurisdiction of the New Zealand courts.

Dispute Resolution

15. Good Faith Negotiation: The parties agree to use their best endeavours to resolve any dispute arising under this agreement through good faith negotiations. Either party may initiate this process by giving written notice to the other.
16. Mediation: If the dispute is not resolved by negotiation within 10 working days of the notice, the dispute must be referred to mediation. The mediator will be agreed upon by the parties, or failing agreement, appointed by the President of the New Zealand Law Society. The costs of the mediator will be shared equally.
17. Legal Proceedings: Neither party may commence any legal proceedings (except for urgent interlocutory relief) until the procedure in clauses 15 and 16 has been complied with.

Disbursements

18. Disbursements are charged as follows:

Photocopying, binding, paginating	No charge except where otherwise agreed.
Courier/Delivery	External couriers at cost.

19. All other out of pocket disbursements and charges incurred on your behalf are charged at the rate we are charged by the service provider or at cost.