



This company meets the
highest standards of social
and environmental impact



Terms & Conditions



Introduction

These terms of business are provided as a way of formalising the services provided by Grow Good (us/we) to you, the client.

Please take the time to read this document as it outlines our standard terms and conditions and also please keep a copy for your records.

These terms and conditions apply every time we are engaged by you, unless we have agreed a separate or alternate agreement in writing.

We have tried to write these in plain language and with our tongue in our cheek. If you are unsure of the content, please contact us directly.

Why are we doing this?

You want change in your team or organisation, and improved outcomes and results. We love working with businesses like yours that wants to change the world. Sounds like we should get together. The main reason you need us is that you know your business, we know what we know. To quote Liam Neeson in the movie Taken "what I do have are a very particular set of skills, skills I have acquired over a very long career." That's why we are collaborating.

What will Grow Good do?

The work you have instructed us to complete is outlined in our communications prior to the signing of this document as outlined in our proposal that you have agreed to. If you are unsure of what is required, please take the time to talk to us as soon as possible.

How we do it.

By all means ethical, moral and legal. We will go out of way to make sure that you get what you asked for and more.

Generally, all we need from you is information for us to work with. Occasionally we will need access to your office and staff but that's about it. Our services are provided on time, to spec. If you think we haven't met your standard, then please let us know and we will rectify as soon as is humanly possible.

In terms of execution of what we are doing, we will explain this to you in as simple a way as possible (we avoid jargon as much as we can). If you are unsure as to what we are doing, or you feel it hasn't been explained well enough then please let us know.

In general, we undertake a "bring your own device" policy around the tools and equipment we need. However, if we are going to represent you in the best manner possible, we may need access to some of your kit for us to become familiar with it. For example, if you have product, we may need access to a sample or demo so that we can get to grips with it.

Whilst working with you we will take all reasonable care and skill and comply with our legal and ethical obligations to you. We will use our best efforts to deliver the desired outcomes within agreed or anticipated timeframes and costings; and subject to legal and/or ethical constraints, carry out your instructions and put your interests before all others.

Our duties under these terms and conditions are owed solely to you, the person who has engaged us. We do not accept any responsibility to any third parties who may be affected by our performance of the service or who may rely on any advice we give, except as expressly agreed in writing between us.

In order to provide the desired outcome, we may from time to time be required to collaborate with a person or persons other than the person you originally instructed.

Comms.

We will report to you periodically on the progress of any services and will always try to keep you informed of any unexpected delays or changes in the character of the work being undertaken.

To do that we'll need your full name, and a postal address and telephone number at which we can contact you when required.

If you provide us with an e-mail address, then information may be relayed to you by email.

We will from time to time send you information, such as client newsletters, updates and other material that may be relevant to you. These may be sent in electronic form to the e-mail address provided by you. Unless you tell us, otherwise, we will assume you agree to receive this information.

How long are we here for?

As per the proposal that we will have sent you, we will have agreed a start date and an end date for any engagement. If things are not working out for either of us, then it's going to be time to put on our big boy pants and have a conversation.

We hope it never, ever gets to that point but if it does then we will negotiate a termination of the engagement that is suitable to both parties.

At the end of the engagement well then that's it. Sayonara. If you want us back for more, we are more than happy to extend any engagement subject to successful negotiation by both parties.

Acceptance

On receipt of the service agreement and a deposit, we will confirm your order and the date for the service for the number of people agreed.

Fees

All our fees are laid out as per our proposal. If the extent of the engagement is extended at any point, then we will re-negotiate the fees and general terms.

Unless we have provided you with a fixed fee quote in writing, our fees will take into account several factors including:

- 1) the time and labour expended;
- 2) the skill, specialised knowledge, and responsibility required to perform the services properly;
- 3) the importance of the matter to you and the results achieved;
- 4) the urgency and circumstances in which the matter is undertaken, and any time limitations imposed, including those imposed by you;
- 5) the complexity of the matter and the difficulty or novelty of the questions involved;
- 6) the experience, reputation, and ability of the person who acts for you;
- 7) any quote or estimates of fees given by us to you;
- 8) the reasonable costs of running a firm; and
- 9) the cost and labour for any materials created for you.

You may request an estimate of our fee for undertaking the required services at the time you instruct us. Any significant assumptions included in the estimate will be stated. Unless otherwise stated, any estimate or charge out rate will not include office charges, disbursements or GST. Any estimate or charge out rate provided by us is a guide only. The amount of the final fee may be more or less depending on all the circumstances.

If we are going to significantly exceed any estimate provided by us, we will contact you to discuss a revised estimate. Any estimate given by us is not a quote or fixed fee, nor is it a cap on what may be charged by us.

Disbursements

The nature of our industry requires that disbursements may need to be made on your behalf. These will be billed to you as soon as they are expended, with details.

Alternatively, we may ask that you be billed directly if that works out better for both of us. All likely disbursements will be agreed upon as part of our proposal, however should any arise during the project then we will alert you to these as soon as possible.

In addition to our fees, we will also charge you for any expenses and disbursements incurred by us to third parties on your behalf. These costs may include (without limitation) such things as photocopying, binding, courier, telephone, accommodation, venue, travel, transport, and food. We reserve the right to request payment of these disbursements from you in advance.

We may also charge you a separate fee to cover other costs relating to general administrative expenses incurred as a consequence of and during the course of our service.

Deposit

A booking deposit of 50% of the total unit fee will be required prior to the commencement of any work undertaken. This deposit guarantees your chosen dates and is non-refundable.

You will receive a minimum of 2 invoices for the service. The first invoice is for the booking deposit and the second invoice is the final payment of the remaining total amount.

If the work is ongoing and is spread over more than a month, you will receive a monthly invoice following the first invoice.

No booking is guaranteed until the deposit is received.

Payment

Payment terms will have been laid out in the proposal (we have different payment terms depending on the size, duration and

type of work we do.

In general, we will send a digital invoice via Xero with details of the date by which we expect payment.

Standard terms are 14 days following the date of the invoice unless alternative arrangements have been agreed with you in writing.

We accept payment by, online payment through PayPal and Stripe or by direct credit to our bank account.

We reserve the right to require payment in advance. If you dispute any item or items referred to in the monthly invoice, you will, within 10 working days of receipt of such invoice, notify us of the reasons for disputing the item(s).

Payment of any undisputed portion of an invoice shall not be delayed on account of such dispute.

Non-payment

If an account falls outside of our terms, we reserve the right to cease all work until the account is brought back to a current status. So far, we haven't had to chase people, and whilst this is not a situation want to find ourselves in, it may occur.

If an account remains unpaid for 30 days this may result in suspension of the services provided.

We ask that if you are unable to pay the account due that you contact us as soon as possible so that we can discuss payment options.

Any costs in recovering any amount due will be added to the amount due. In the event we need to take recovery action from you, you will be liable to reimburse us for our actual costs of taking that action (including lawyers, debt collection fees or any other such services or products that we engage in pursuit of that.

If our invoiced amount or any part of it remains unpaid beyond 14 days from the date of the invoice, we reserve the right to:

1. charge a default fee at the rate of 2% per month (including GST) on the outstanding balance;
2. stop all work until the overdue amount is paid;
3. to require payment for future fees in advance or to terminate our services in a manner which is consistent with our obligations.

Variations

Any variations to this agreement or the proposal need to be sent to us in writing. Once confirmed we will then happily get on with them.

The delivery of the service is the smallest component the majority of our work is pre-planning and follow-up, due to this:

- 1) Any changes made to the original agreement will affect the originally agreed rate. We will discuss with you what the difference is in pricing for any changes made to the scope and service when you ask for them.
- 2) All work is organised, created and timed specifically to the original agreed scope and service. Any changes to the scope and service will affect and change the originally agreed pricing, this will be reflected on the invoice.
- 3) Any work booked in for a certain number of participants (people) will be charged at the originally agreed number of participants. No refunds or lower prices will be given for reduced numbers actually attending any service.
- 4) As all service is created, organised, and timed to meet all outcomes with the original number of participants, any additional people outside of the originally agreed number will be charged on top of the originally agreed rate to allow for re-planning and accommodating of the new people.

Sub-contractors

We may, without prior written consent, engage a sub-contractor to carry out any or all parts of the services we have been engaged to do. In such event, will take full responsibility for all aspects of the subcontractor's performance, remuneration and compliance with the terms of the agreement and of any relevant legislation or regulations.

Intellectual property

In general, any information, notes, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets that we generate for you will then become your intellectual property.

There will be certain projects though when we deploy the intellectual property of Grow Good.

We ask that our IP be respected and that any information, notes, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets that is ours are not disseminated without our prior permission in writing.

There may also be some work where ownership of intellectual property needs to be discussed prior to work commencing. Typically, this will refer to training programmes that are developed. If you want the IP, then there will be higher fees than if we retain the IP.

Any confidential information we receive will only be used by us to provide our services to you and will not be made available to a third party.

Information disclosed to us by you will be afforded confidentiality to the fullest extent allowed by law.

Our consulting processes, methodology, training material, and training methodology forms a significant element of our intellectual property and goodwill.

We retain copyright and intellectual property rights of all aforementioned, together with all documents and materials prepared by us. You are entitled to use or copy them, only for the specific work and purpose for which they are intended.

All documentation including workbooks and materials are owned by us and may not be copied by you without written consent.

Top Secret

We know the value of any competitive advantage you have over your peers and we respect that. So, rest assured that we treat any top-secret information as that. We are great at keeping secrets – Tim has even signed The Official Secrets Act, so we get sneaky beaky.

If any of that top-secret stuff makes it to us from a third party who can't keep a secret, is in the public domain, we knew about it before we were engaged by you or we were super clever and worked it out then we are off the hook! Likewise, if any employees or contractors are employed on a project, they will be subject to the same policy.

We chose to work with companies that are ethically and morally upstanding, however should the Police or other similar agency or court of law or court order ask us to spill the beans, well we are gonna have to sing like a canary!

Any confidential information that you do share with us will be returned to you. We retain the right to keep one copy for our legal records.

Loyalty

We want you to be loyal to us, so we feel it's right that we are loyal to you. So, whilst we are engaged by you, we will not work with any of your competitors on a similar project. We do however run public workshops and training events that could be open to your peers. As per the paragraph on keeping secrets though all your secrets will remain under our hat.

Insurance

We carry indemnity insurance up to the value of one million dollars NZ.

Force Majeure

The insurance guys call it Force Majeure. Having been through the earthquakes in Canterbury we know a thing or two about

business interruption. As an aside, get an emergency kit in your office – it could be a life saver.

We don't do excuses like "my dog ate the report" (although we do have an office dog, Dougie the Westie, and he does eat some random stuff...). BUT if there is some kind of event out our control, we will let you know as soon as physically possible.

In such an event then we ask for time to get our stuff together, dust ourselves off and get back on the horse. Likewise, if the same happens to you, we won't be chasing you for stuff.

An event of force majeure is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent provided that event or circumstance is limited to the following:

- 1) riot, war, invasion, act of foreign enemies, hostilities (whether be declared or not) acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority;
- 2) ionising radiation or contamination, radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- 3) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- 4) earthquakes, flood, fire or other physical natural disasters, but excluding weather conditions regardless of severity; and
- 5) strikes at national level or industrial disputes at a national level or strike or industrial disputes by labour not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the works but excluding any industrial dispute which is specific to the performance of the works or our agreement.

Neither party is responsible for any failure to perform its obligations under this agreement if it is prevented or delayed in performing those obligations by an event of force majeure.

Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this agreement must immediately notify the other party giving full particulars of the event of force majeure preventing the party from, or delaying that party in performing its obligations under this agreement and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the agreement and to fulfil its or their obligations.

Upon completion of the event of force majeure, the party affected must as soon as reasonably practicable recommence the performance of its obligations under this agreement. Where the party affected is the contractor, the contractor must provide a revised programme rescheduling the works to minimise the effects of the prevention or delay caused by the event of force majeure.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The contractor has no entitlement and the project company has no liability for:

- 1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and
- 2) any delay costs in any way incurred by the contractor due to an event of force majeure.

Privacy

In your dealings with us, we will collect and hold personal information about you. We will use that information to carry out the service and to contact you in the future about issues we believe will be of interest to you.

Failure to provide information we request may prevent or hinder us from providing our services to our customary standards, or at all.

We may disclose your name and address to a credit agency to perform a credit reference or to undertake credit management processes if we deem it necessary to do so.

Subject to our legal and ethical obligations to maintain client/consultant confidentiality at all times you authorise us to disclose, in the normal course of performing the service, such personal information to third parties for the purposes mentioned in the clauses above.

The information we collect and hold about you will be kept at our offices.

Cancellation by You

We put a lot of time and effort into curating the content that we deliver. Indeed, more work goes into the creation than the delivery. With that in mind cancellation of a booked training day will incur costs.

All cancellations must be received in writing, either by post or email.

Cancellation 31 working days or more prior to the booked delivery date/commencement date incurs 50% of the agreed fee.

Cancellation less than 31 working days out of the booked delivery date/commencement date will incur 75% of the agreed fee.

Cancellation within 20 working days of the booked delivery date/commencement date will incur 100% of the agreed fee.

Postponement is acceptable subject to mutual agreement and availability.

Cancellation terms apply once an order has been accepted in writing or email by us.

Cancellation fees are based on the agreed price for the service as stated in the service agreement. The agreed price will be the final price agreed if changes have been made to the scope and service.

Some of our services are progressive and success can only be determined at the completion of the project or service, it is best that projects or services be completed in full.

Cancelling a project before completion affects us both financially and the value of our reputation.

Due to this, we will charge you for any work undertaken so far and 50% of any remaining total fee to compensate us for any significant burden caused.

Cancellation by Us

We reserve the right to amend or cancel a service due to unforeseen circumstances.

Any changes to service, times, dates or prices will be advised before the service start date and any service already paid in full will not be subject to the increased price.

As a service may be cancelled at any time up to 4 weeks prior to its start, we recommend that people do not make travel or accommodation arrangements before this time.

No refund of your deposit will be given. Any travel, accommodation or subsistence costs incurred (including incidental costs such as car parking) are entirely your responsibility.

We do not accept any liability for reimbursement of any costs incurred whatsoever in relation to services, courses or events.

Where service has been cancelled, you will be offered an alternative date by us for the same service.

Responsibility & Liability

We do not accept responsibility or liability for any person contravening any law or regulation and/or any person who refuses to follow and abide by the advice or decision of the trainer or consultant while participating in our services.

We do not accept responsibility or cost incurred for damages made by any person to a property or any negative impact caused to the service.

Publicity & Marketing

You authorise us to use your logo and associated trademarks as well as any testimonials, feedback, media, photos, or footage from any service solely for the purpose of marketing our services.

Participation

It is your responsibility to choose a service that is within the capabilities of your group/team.

Generally, the activities are not physically demanding, but they may require some physical movement such as walking, kneeling, board breaking, throwing, and catching.

If you have any doubts about the suitability of any participant in a particular activity, you should ensure that they consult their doctor before participating.

If in the opinion of the trainer, facilitator, coach, or consultant, the health or conduct of a client at any time before or during appears likely to endanger the safe, comfortable, or happy progress of a service, that person may be excluded from all or part of the service.

In the case of a person with ill health requiring medical attention, we may make such arrangements as we see fit and recover the costs from you.

The person signing the service agreement warrants that they have full authority to do so on behalf of all persons whose names appear on the service agreement or separately in relation to the group and confirms that all persons are fully aware of and accept these conditions.

Hope to never see you in court

Seriously, if it ever gets to this then one of us has gone tropo. Before it got to this, we would rather do rock, paper, scissors or Greco-Roman wrestling, or a who can eat the most hotdogs in 5 minutes' competition to settle any matter.

However, if things go upside down any and all of the above that is in dispute will be governed and construed in accordance with the laws of New Zealand. Choice eh Bro! (a)To avoid any likelihood of this, if you have any concerns or complaints about our services please raise them as soon as possible with the person whom they relate.

(b)If we fail to resolve the relevant dispute within a period of 14 days, either party may (by written notice to the other party) require that the dispute be submitted for mediation by a single mediator nominated by the President for the time being of the Arbitrators and Mediators Institute of New Zealand Inc. (or his or her nominee). In the event of any such submission to mediation:

- 1) the mediator shall be deemed to be not acting as an expert or as an arbitrator.
- 2) the mediator shall determine the procedure and timetable for the mediation.
- 3) the cost of the mediation shall be shared equally between parties.
- 4) neither party may require any arbitration or issue any legal proceedings (other than for urgent interlocutory relief), in respect of any such dispute, unless that party has taken all reasonable steps to comply with clauses (a) and (b) above.