

Terms of Trade

Growing Organisations Ltd | Version 3.1 | June 2026

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These Terms of Trade (“Terms”) govern all services and products provided by Growing Organisations Ltd (“GOL”, “we”, “us”, “our”) to our clients (“Client”, “you”, “your”). By signing a Service Request Confirmation or otherwise engaging GOL to provide services, you agree to be bound by these Terms.

These Terms apply to all engagements unless expressly varied in writing by GOL. Where a signed Service Request Confirmation contains terms that differ from these Terms, the terms of the Service Request Confirmation prevail to the extent of any inconsistency.

1. Nature of Engagement

- GOL provides advisory, leadership development, organisational performance, coaching, facilitation, and related services and materials to business clients globally.
- In providing services under any agreement, GOL acts as an independent contractor and not as an employee, partner, or joint venture partner of the Client. No employment, partnership, or agency relationship is created by these Terms or any engagement with GOL.
- Where a proposal or quote is issued, the price stated remains valid for 10 working days from the date of issue unless otherwise specified in writing.

2. Fees and Payment

2.1 Fee confirmation

- All fees are as stated in the signed Service Request Confirmation and exclude GST (where applicable) unless otherwise specified.
- Project-related incidentals, disbursements, travel costs, and expenses are not included in quoted fees unless expressly stated and will be invoiced separately at cost.

2.2 Payment terms

- Payment terms - including deposit requirements, payment schedule, instalment arrangements, and due dates - are as specified in the signed Service Request Confirmation. The Service Request Confirmation is the binding record of the payment terms agreed between GOL and the Client for each engagement.
- Where no specific payment terms are set out in the Service Request Confirmation, the following defaults apply:
 - **Corporate and institutional clients:** payment is due by the 20th of the month following the invoice date.
 - **SME and individual clients:** a deposit of 50% of the total fee is due within 7 days of the invoice date to confirm service dates and for any programme development to begin. The balance is due and payable on or before the date of first service delivery, unless otherwise agreed in writing.
- Where payment by instalment is agreed and set out in the Service Request Confirmation, all instalments must be made by automatic bank transfer on the dates specified. A missed instalment constitutes a payment default and clause 2.3 applies.
- Where services are purchased for business or trade purposes, the provisions of the Consumer Guarantees Act 1993 (NZ) do not apply.

2.3 Late payment

- These late payment provisions apply equally to all clients regardless of the payment terms agreed in the Service Request Confirmation.
- Interest will be charged on overdue balances at the rate of 1.5% per month or part thereof, calculated monthly from the due date until the date of full payment.
- Where a Client fails to make payment by the due date, the Client shall be liable for all reasonable costs, expenses, and disbursements incurred by GOL in recovering the outstanding balance, including legal fees on a solicitor-client basis.
- GOL reserves the right to suspend or cease service delivery where payment is overdue by more than 14 days, without prejudice to any other right or remedy available to GOL.

3. Rescheduling and Cancellation

- The Client must provide a minimum of 30 days' written notice of intent to cancel any confirmed service engagement. Agreed services will continue and remain payable during any notice period.
- All fees for materials and services delivered, or previously scheduled to be delivered, prior to the cessation date remain payable in full. This includes time and materials used in the customisation of content for the Client's particular use, project-related expenses and disbursements already incurred, and any sub-contractor, assessment tool, or reporting fees.
- Where advisory or coaching sessions are provided on a session-by-session basis, sessions may be rescheduled with no less than 3 working days' notice by email. Rescheduled sessions must occur within the same calendar month or the session will be forfeited without refund.
- GOL will use its best endeavours to deliver all confirmed services. Where GOL is unable to deliver services due to illness, injury, death, natural disaster, transport disruption, pandemic, or any other event beyond GOL's reasonable control, GOL will offer a suitable alternative date or a credit at its sole discretion. GOL's liability in such circumstances is limited to the value of the undelivered service.

4. Confidentiality

- Both parties acknowledge that in the course of an engagement, each may receive or have access to confidential information belonging to the other party. Each party agrees to hold such information in strict confidence and not to disclose it to any third party without the prior written consent of the other party, except as required by law.
- GOL will not share Client information with third parties other than as required for the fulfilment of the agreed engagement, as required by law, or with the Client's prior written permission. Where GOL refers a Client to an affiliate or associate, the Client will be notified in advance.
- GOL team members engaged on Client projects are bound by confidentiality obligations equivalent to those set out in these Terms.
- Confidentiality obligations survive the termination or completion of any engagement.

5. Intellectual Property

- All intellectual property, methodologies, frameworks, content, tools, and materials ("Intellectual Property") developed or produced by GOL under any engagement remain the exclusive property of Growing Organisations Ltd.
- The Client is granted a non-exclusive, non-transferable, limited licence to use GOL's Intellectual Property solely for the internal purposes of the engagement for which it was provided. This licence does not permit reproduction, transmission, electronic storage, sub-licensing, sale, or any other use without the prior written permission of GOL.

- Programme materials provided by GOL are licensed for the sole use of the specific individual participant for whom they are provided. Materials may not be shared between individuals. No person without the relevant licensed material will be permitted to participate in a GOL programme.
- Where a Client provides GOL with materials, data, or information for use in an engagement, the Client warrants that it has the right to do so and grants GOL a limited licence to use those materials for the purposes of the engagement.

6. Limitation of Liability

- To the maximum extent permitted by applicable law, GOL's total liability to the Client for any claim arising out of or in connection with an engagement - whether in contract, tort, or otherwise - is limited to the total fees paid by the Client to GOL in the one month immediately preceding the event giving rise to the claim.
- GOL is not liable for any indirect, consequential, special, incidental, or punitive loss or damage, including loss of profit, loss of revenue, loss of opportunity, or loss of data, even if GOL has been advised of the possibility of such loss.
- Nothing in these Terms limits GOL's liability for fraud, wilful misconduct, or any liability that cannot be excluded or limited by applicable law.

7. Indemnification

- Each party agrees to indemnify and hold harmless the other party and their respective officers, employees, agents, and permitted successors and assigns against any claims, losses, damages, liabilities, penalties, and reasonable legal costs arising from any act or omission of the indemnifying party in connection with an engagement.
- This indemnification obligation survives the termination or completion of any engagement.

8. Privacy and Personal Information

- GOL collects, retains, and uses personal information about the Client and the Client's organisation for the purposes of delivering services, assessing creditworthiness where relevant, and communicating with the Client. This is done in accordance with GOL's Privacy Policy, available at growingorganisations.co.nz.
- GOL may disclose Client information to third parties where necessary for the recovery of overdue amounts, or where required for the delivery of agreed services, subject to the confidentiality obligations in clause 4.
- GOL handles all personal information in accordance with the New Zealand Privacy Act 2020, the Australian Privacy Act 1988, the UK GDPR, and the EU GDPR, as applicable to the Client's jurisdiction.

9. Dispute Resolution

- In the event of a dispute arising out of or in connection with these Terms or any engagement, the parties agree to first attempt to resolve the dispute through good-faith negotiation between senior representatives of each party.
- If the dispute is not resolved within 20 working days of written notice of the dispute being given, either party may refer the matter to mediation. The costs of mediation will be shared equally between the parties unless otherwise agreed.
- If mediation does not resolve the dispute, either party may pursue their rights through the courts of New Zealand.

10. General

- **Governing law.** These Terms and all engagements with GOL are governed by and construed in accordance with the laws of New Zealand. The parties submit to the non-exclusive jurisdiction of the New Zealand courts.
- **Entire agreement.** These Terms, together with any signed Service Request Confirmation, constitute the entire agreement between GOL and the Client with respect to the relevant engagement and supersede all prior discussions, representations, and agreements.
- **Variation.** No variation to these Terms is effective unless agreed in writing and signed by an authorised representative of GOL.
- **Severability.** If any provision of these Terms is found to be invalid, unlawful, or unenforceable, that provision will be severed and the remaining provisions will continue in full force and effect.
- **Waiver.** A failure or delay by either party to exercise any right or remedy under these Terms does not constitute a waiver of that right or remedy.
- **Force majeure.** Neither party will be in breach of these Terms to the extent that performance is prevented or delayed by circumstances beyond that party's reasonable control, including pandemic, natural disaster, act of government, or failure of telecommunications infrastructure, provided that the affected party notifies the other as soon as reasonably practicable.

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Note: These Terms of Trade were revised in June 2026 (v3.1) to clarify payment terms for corporate and SME clients. GOL recommends this document be reviewed by a qualified New Zealand legal professional before your use, particularly regarding enforceability across international jurisdictions.