

Effective Date: 1 April 2026

These Terms of Engagement apply to all professional services provided by Jourdain + Co ("we", "our", "us") to our clients ("you", "your"), unless otherwise agreed in writing.

By engaging Jourdain + Co, you acknowledge that you have read and accepted these Terms of Engagement.

1. Our Services

Jourdain + Co provides independent professional consulting services, including but not limited to:

- Employment Relations advice
- Human Resources consulting
- Disciplinary and performance management support
- Employment mediation and dispute resolution
- Organisational change management
- Governance and strategic advice
- Executive coaching
- Leadership development
- Policy and procedure development
- Workplace training and facilitation
- Independent reviews
- Business analysis
- Project management

The scope of each engagement will be confirmed in writing through a proposal, engagement letter, quotation, or service agreement.

2. Scope of Engagement

Our services are provided solely for the agreed purpose and within the agreed scope. Any additional work requested outside the original scope may be subject to additional fees and revised timeframes.

3. Client Responsibilities

To enable us to provide effective services, you agree to:

- provide accurate and complete information;
- provide relevant documentation in a timely manner;
- identify key decision-makers;
- respond promptly to requests for information;
- advise us of any material changes affecting the engagement; and
- comply with all applicable legal obligations.

We are entitled to rely on information provided by you unless we know, or ought reasonably to know, that it is inaccurate.

4. Professional Independence

Where we are appointed as an independent mediator, reviewer, or advisor, we will act independently and impartially.

Our professional opinions are based upon the information available to us at the time of the engagement.

5. Confidentiality

We maintain strict confidentiality regarding all client information. We will not disclose confidential information except:

- where authorised by you;
- where required by law;
- where necessary to perform our services;
- to professional advisers under obligations of confidentiality; or

- to protect our legal rights.

Confidentiality obligations continue after the engagement ends.

6. Privacy

Personal information is collected, used and stored in accordance with our Privacy Policy and the Privacy Act 2020.

7. Professional Standards

We will exercise reasonable care, skill and diligence in providing our services.

We do not guarantee any particular legal, commercial or employment outcome.

Recommendations remain management decisions unless expressly agreed otherwise.

8. Fees

Fees may be charged:

- hourly;
- daily;
- fixed fee;
- project fee;
- monthly retainer; or
- as otherwise agreed in writing.

GST (if applicable) will be added to all fees.

9. Disbursements

You agree to reimburse reasonable expenses incurred during the engagement, including:

- travel;
- accommodation;
- mileage;
- venue hire;
- courier charges;
- document production;
- external specialist services (where approved).

10. Invoicing and Payment

Invoices will normally be issued:

- monthly;
- upon completion of milestones; or
- at completion of the engagement.

Payment is due within 14 days of the invoice date unless otherwise agreed.

Late payments may incur interest at the rate specified on the invoice and recovery costs where permitted by law.

11. Cancellation

Either party may terminate the engagement by providing reasonable written notice.

You remain responsible for payment of:

- work completed;
- committed costs;
- approved expenses; and
- work in progress up to the termination date.

12. Conflicts of Interest

We will take reasonable steps to identify any actual or potential conflicts of interest.

Where a conflict arises, we will advise you promptly and discuss appropriate management options.

13. Intellectual Property

Unless otherwise agreed:

- documents, templates, methodologies and intellectual property developed by Jourdain + Co remain our property;

- you receive a non-exclusive licence to use work products prepared specifically for your organisation for their intended purpose.

You may not reproduce, sell or distribute our material without written permission.

14. Reliance on Advice

Our advice is provided solely for the client named in the engagement.

No third party may rely upon our advice without our prior written consent.

15. Limitation of Liability

To the maximum extent permitted by New Zealand law:

- our total liability arising from any engagement is limited to the total fees paid for that engagement; and
- we are not liable for indirect, consequential or economic loss, including loss of profits, business interruption or reputational damage.

Nothing in these Terms limits liability that cannot legally be excluded.

16. Force Majeure

Neither party will be liable for delays or failure to perform obligations due to events beyond their reasonable control, including natural disasters, pandemics, cyber incidents, utility failures or government actions.

17. Electronic Communications

We may communicate electronically.

While reasonable security measures are used, electronic communications cannot be guaranteed to be completely secure or free from viruses.

18. Record Keeping

We may retain engagement records for the period required by law or professional practice.

After this period, records may be securely destroyed.

19. Complaints

If you are dissatisfied with our services, please contact us as soon as possible.

We are committed to resolving concerns promptly, fairly and professionally.

20. Governing Law

These Terms are governed by the laws of New Zealand.

Any dispute shall be subject to the exclusive jurisdiction of the New Zealand courts.

Acceptance

By instructing Jourdain + Co to undertake work on your behalf, you confirm that you have read and accepted these Terms of Engagement.

Where a signed Engagement Letter is provided, these Terms form part of that agreement unless expressly varied in writing.