



Terms and Conditions of Engagement

Effective from 15 September 2025

1. Introduction

These Terms and Conditions of Engagement ("Terms") set forth the legal framework governing all employment, human resources, organisational capability, and related consulting services ("the Work") provided by Work Wisdom Consultancy ("we", "us", "our").

By requesting, receiving, or continuing to receive our services, you ("you", "your", "Client") confirm your acceptance of and agreement to be bound by these Terms, together with any Proposal, Engagement Letter, Website Terms of Use, and our Privacy Policy. Collectively, these documents represent the complete agreement between us.

These Terms take effect from 15 September 2025 and supersede any prior versions.

2. Scope of Services

We offer a range of professional services including, but not limited to:

- Employment relations advice
- Human resources consulting
- Workplace Health and Safety advice
- Organisational development and capability support
- Change management
- Leadership and people strategy
- Advocacy for employers and employees
- Drafting human resources and workplace health and safety documentations and policies
- Union bargaining and negotiations
- Workplace investigations
- Employment dispute resolution, settlements and representation at mediation

Our services are delivered through two main models:

1. Consultancy Services – These are ad hoc or project-based advisory engagements.

2. Retainer Consultancy Services – These involve ongoing, multi-service arrangements provided on a monthly retainer basis.

Services may be provided in person, by telephone, via email, or through virtual meeting platforms. We reserve the right to decline or discontinue an engagement at our discretion.

3. Professional Obligations and Client Responsibilities

We commit to exercising reasonable care, skill, and diligence consistent with accepted professional standards when performing the Work. In order to deliver our services effectively, we rely on you to provide accurate, complete, and timely information; we will not independently verify information unless specifically agreed in writing.

We bear no liability for any loss or delay resulting from incomplete or inaccurate information supplied by you. If an issue arises due solely to our actions or omissions, we will take reasonable measures to correct or mitigate the issue at our own cost.

While our aim is to reduce employment-related risks, we cannot guarantee that a personal grievance, complaint, or claim will not be lodged. Any information you provide is treated as confidential except where:

- Disclosure is required by law
- Disclosure is necessary for subcontractors engaged under terms of confidentiality
- You expressly authorise disclosure

4. Fees and Price Structure

Our fees are determined by several factors, including:

- Time involved
- Complexity and urgency
- Specialist expertise
- Market conditions
- Reasonable business operating costs

Fee structures may comprise hourly rates, fixed fees, set project fees, and monthly retainers. Unless otherwise specified, all fees exclude GST. Deposits or onboarding fees may apply and must be paid within seven (7) days of invoice.

We review our fee schedule annually, with adjustments taking effect from 1 January. Notice of any changes will be provided in advance.



5. Acting on Advice

If you undertake employment actions without prior consultation with us, we may decline to assist with any resulting issues. If you choose not to follow our advice, our involvement in the matter may be limited or withdrawn. We bear no liability for risks and claims arising due to our advice not being followed. If we are unable to assist, we may recommend external providers; however, engagement with such providers is solely between you and them, and we accept no responsibility for their actions or services.

6. Complaints and Service Concerns

If you are dissatisfied with our services, you must notify us promptly in writing, providing:

- A description of the issue
- Relevant dates and circumstances
- How the issue became known
- The outcome you seek

We will work with you in good faith to resolve your concern. If resolution cannot be achieved, the dispute resolution clause shall apply.

7. Acceptance of Terms

You accept these Terms by:

- Signing an Engagement Letter or Proposal and/or
- Instructing us to begin work in writing based on a Fee Estimate
- Continuing to use our services

Proposals remain valid for thirty (30) days unless otherwise stated.

8. Variations

Any change to the original scope of services constitutes a variation and may incur additional fees. Fees may also be adjusted if material cost increases occur between acceptance and the commencement of the Work.

These Terms and any written Engagement Letter form the entire agreement. To the maximum extent permitted by law, all implied terms are excluded. Amendments to these Terms or our Privacy Policy may occur by written notice or by publishing updated versions on our website. Continued use of our services constitutes acceptance of such amendments.

PART A: Consultancy Services

9. Definition

Consultancy Services refer to one-off, time-bound, or project-based engagements that do not involve a monthly retainer commitment.

10. Fees – Consultancy Services

Hourly work is tracked in six-minute increments. All meetings, except the initial briefing, are chargeable unless expressly agreed otherwise. For fixed-fee projects:

- Instalments are payable as invoiced, regardless of scope changes
- Time exceeding allocated hours may be billed at the applicable hourly rate

11. Payment Terms – Consultancy Services

Invoices may be issued monthly or upon completion of work. Payment terms are as follows:

- For in-progress work: payment by the 20th of the following month
- For completed work: payment within 14 days

For fixed-fee projects, invoices are issued on the first business day of each month and are payable within 14 days unless otherwise agreed.

12. Cancellation – Consultancy Services

Consultancy engagements may be cancelled with fourteen (14) days' written notice. Fixed-fee projects require twenty-one (21) days' written notice for cancellation.

PART B: Retainer Consultancy Services

13. Definition

Retainer Consultancy Services refer to ongoing, recurring, or continuous advisory arrangements typically lasting longer than one month and providing scheduled, ongoing access to HR and employment-related support.

14. Fees – Retainer Consultancy Services

Monthly retainer fees are payable regardless of whether the allocated hours are used. Additional time beyond the monthly allocation will be invoiced at the applicable hourly



rate. Unused hours may roll over for up to three (3) months before expiring. Retainer Consultancy Services require a minimum term of three (3) months unless otherwise agreed in writing.

15. Payment Terms – Retainer Consultancy Services

Invoices are issued monthly in advance and must be paid within fourteen (14) days. Unless otherwise agreed in writing, all retainer payments must be made by direct debit. Additional services outside the monthly allocation will be invoiced separately.

16. Cancellation – Retainer Consultancy Services

Cancelling a retainer arrangement requires a minimum of forty (40) days' written notice. If cancellation occurs mid-month, fees may be pro-rated unless otherwise specified.

PART C: General Terms

17. Travel Fees

Travel time, mileage, accommodation, and reasonable travel-related expenses may be charged when necessary to perform the Work.

18. Administration and Project Management Fees

Administrative, collation, preparation, and project coordination services may be charged at the prevailing rate.

19. Services Outside Business Hours

Services performed outside standard business hours may incur additional charges.

20. Third-Party Costs

You are responsible for all third-party costs incurred on your behalf.

21. Non-Payment

Interest may be charged on overdue amounts at a reasonable commercial rate. We reserve the right to suspend or withhold services due to non-payment.

22. General Cancellation

Upon cancellation, any costs incurred or work completed up to the date of cancellation will be invoiced.

23. Subcontractors

We may engage subcontractors to deliver parts of the Work. We remain responsible for ensuring subcontractors comply with confidentiality obligations.

24. Intellectual Property

All intellectual property created by us in the course of providing the Work remains our property unless expressly transferred in writing.

25. Copyright

You may use materials we create for you solely for your internal business purposes.

26. Health and Safety

Both parties must comply with all applicable health and safety laws and take reasonably practicable steps to ensure the safety of all persons involved in the Work.

27. Indemnity and Waiver

You indemnify us against losses arising from your breach of these Terms or reliance on inaccurate or incomplete information provided by you.

28. Limitation of Liability

To the fullest extent permitted by law, our aggregate liability for any claim arising out of the Work is limited to the total fees paid by you in the preceding six (6) months.

29. E-Commerce and Direct Debit

Where payments are made electronically or by direct debit, you agree to comply with all applicable terms of our nominated provider.

30. Dispute Resolution

Before commencing formal proceedings, both parties must make genuine efforts to resolve any dispute through discussion or mediation.

31. Governing Law

These Terms are governed by the laws of New Zealand.

32. Miscellaneous

In the event that any clause or part of any clause of these Terms is declared invalid or unenforceable, all other clauses or parts of clauses will nevertheless remain in full force and effect.



33. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if caused by circumstances beyond its reasonable control, including but not limited to natural disasters, pandemics, war, terrorism, civil unrest, government actions, or strikes (“Force Majeure Event”). The affected party must promptly notify the other party of the event and its expected impact. Obligations affected by the Force Majeure Event will be suspended for its duration, and both parties will use reasonable efforts to minimise its effects. If the event continues for more than thirty (30) days, either party may terminate the Agreement by written notice without liability.

PART D: Website Terms of Use

Use of our website signifies acceptance of its terms and any associated policies. You must not misuse the website, interfere with security measures, or attempt unauthorised access.

PART E: Privacy Policy

34. Collection, Storage and Use of personal information

We collect, store, and use personal information in accordance with the New Zealand Privacy Act 2020. Personal information may be collected and used for the following purposes:

- To provide and manage services
- To communicate with you
- To meet legal obligations
- To maintain business records
- To improve our services

We may disclose personal information to subcontractors, service providers, or where required by law. You may request access to or correction of your personal information at any time in accordance with the Privacy Act 2020.

35. Security of Personal Information

We are committed to protecting your personal information. To this end, we implement reasonable technical and organisational measures designed to safeguard your personal information against unauthorised access, disclosure, alteration, or destruction. While we strive to use commercially acceptable means to protect your personal data, please

be aware that no security system is infallible. Therefore, we cannot guarantee the absolute security of your personal information.

36. Retention of Personal Information

Your personal information will be retained only for as long as it is necessary to accomplish the purposes for which it was collected. In addition, we may retain personal information to satisfy legal requirements, resolve disputes, and enforce our agreements, after which your information will be securely deleted or anonymised.

37. Your Rights

You have several rights in relation to your personal information as per the Privacy Act 2020. These include but are not limited to the right to:

- Access and correct your personal information;
- Object to or restrict the processing of your personal information; and
- Withdraw your consent where processing is based on consent.

Amendments to this Policy

We may update this Policy periodically. Any changes will be communicated to you either by written notice or by posting an updated version on our website. Your continued use of our services following such amendments will constitute your acceptance of the updated Policy.