

Full Stack Property Limited Terms and Conditions

Date:

Parties:

Full Stack Property Limited of 110A Laird Place Te Awamutu 3800 (“the Consultancy ”)

Client Name:

(“the Client”)

Consultancy Service Provision



1. Definitions

- 1.1 Where relevant, capitalised terms carry the meaning assigned to them elsewhere in this Agreement. The following terms are also defined for the purposes of this document:
- 1.2 ‘Consultancy’, ‘We’, ‘us’ or ‘our’ means Full Stack Property Limited or any person acting within authority of Full Stack Property Limited
- 1.3. ‘You’ or ‘your’ means the client purchasing materials or services from us, including any person on your behalf.
- 1.4 ‘Services’ means all services we provide as under this Agreement
- 1.5 ‘Materials’ means any materials required to complete the services
- 1.6 ‘Agreement’ means these terms and conditions, which may be amended on occasion
- 1.7 “Confidential Information” means any non-public information shared between the parties in connection with this Agreement, including financial information, property preferences, business strategies, or the terms of this Agreement. Confidential Information does not include information that:
- (a) is publicly available otherwise than due to a breach of this Agreement;
 - (b) was lawfully in a party’s possession prior to disclosure under this Agreement; or
 - (c) is independently developed or acquired without reference to the other party’s confidential Information.
- 1.8 ‘Third party’ means any person or entity not a party to this Agreement, including but not limited to property vendors, lenders, inspectors, or service providers engaged in connection with the Property.
- 1.9 ‘PPSA’ means the Personal Property Securities Act 1999 (New Zealand), as amended, and any regulations made under it.
- 1.10 ‘CCLA’ means the Contract and Commercial Law Act 2017
- 1.11 ‘CCA’ means the Construction Contracts Act 2002
- 1.12 ‘Force Majeure’ means any circumstance beyond a party’s reasonable control, including natural disasters, pandemics, strikes, government restrictions, or other events that prevent performance of obligations under this Agreement.
- 1.13 ‘Event of default’ means the failure of a party to perform, observe, or comply with any of its obligations, duties, or responsibilities under this Agreement.
- 1.14 ‘Insolvency event’ means any event of insolvency or bankruptcy, including but not limited to;
- Being unable to pay debts as they fall due;
- Entering into or becoming subject to any statutory arrangement, composition, or compromise with creditors;
- A receiver, manager, liquidator, administrator, or statutory manager being appointed over you or any of your assets; or
- Any similar event indicating you cannot meet its financial obligations as they fall due.
- 1.15 ‘Trade Buyer’ means a client of our Consultancy who is purchasing property, goods, or services with the intention of resale, business use, or commercial investment, rather than for personal, residential, or private purposes.
- 1.16. ‘Property’ means the land, building, or premises in respect of which the Services are provided, including any improvements, fixtures, and appurtenant rights.
- 1.17 ‘Deliverables’ means any reports, assessments, documents, drawings, recommendations, or other outputs produced by us in the course of providing the Services.
- 1.18’ Due diligence’ The client is responsible for completing all due diligence in relation to any property or transaction, including obtaining independent legal, financial, and technical advice where required.
- At the client’s request, we may assist by coordinating aspects of the due diligence process, including facilitating access to information and

liaising with third-party professionals such as solicitors, valuers, builders, and inspectors.

Any such assistance is administrative and supportive in nature only. We do not act on behalf of the client, do not make decisions for the client, and do not provide instructions to third parties except as expressly directed by the client.

The client remains solely responsible for all decisions, instructions, and outcomes relating to any due diligence or transaction.

2. Interpretation

2.1 In this Agreement, unless the context requires otherwise:

Headings are for clarity only and shall not influence the interpretation of this Agreement;

A reference to any legislation includes all associated regulations, orders, instruments, codes, guidelines, determinations, or any modifications, amendments, consolidations, re-enactments, replacements, or codifications of such legislation;

Mention of “in writing” can include via email or other electronic means;

The terms “include”, “including”, or similar phrases are to be interpreted as non exhaustive;

A reference to a Party includes that Party’s permitted successors, assigns, and any substitutes.

Words expressed in the singular include the plural, and words expressed in the plural include the singular, as the context requires.

3. Acceptance

3.1 By engaging with us to provide any services, including property search consulting, due diligence research, project coordination, or related services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

3.2 You accept these Terms and Conditions by signing this agreement (physical or online); or

Requesting or instructing us to provide any services;

Confirming a quote or proposal issued by the Consultancy ; or

Continuing to engage or use the Consultancy ’s services in any manner, whether in writing, electronically, or verbally.

4. Authorised agents

4.1 We are not obliged to make any inquiries regarding the authority of any person acting on your behalf or placing orders for services.

4.2 If you appoint a third party as your authorised agent, you agree that such agent shall have full authority to instruct, request, or order services on your behalf. This authority shall remain in effect until the relevant services are completed or until you provide written notice revoking the agent’s authority.

4.3 If your authorised agent is intended to have only limited authority, you must provide us with a clear, written outline of the scope and parameters of that limited authority. We will rely on this written instruction in all dealings with your agent.

5. Changes to details

5.1 You agree to provide us with at least fourteen (14) days’ prior written notice, addressed to our Financial Controller (or equivalent), of any proposed changes to your details, including but not limited to; Your legal or trading name, ownership or control of your company or trust, Business address, email address, or contact phone number; and any changes to your business structure.

5.2 Failure to provide such notice constitutes a breach of this Agreement. You shall be responsible for any expenses, losses, or loss of profit (including losses incurred by any related company) arising from your failure to comply with this clause.

6. Price and payment

6.1 Price and GST

You will pay us the price set out in any quotation, schedule, proposal, invoice, or other engagement documentation we provide under this Agreement, plus any goods and services tax (GST) payable under the Goods and Services Tax Act 1985 (if applicable).

6.2 Basis of pricing

Unless we agree otherwise in writing, the price for the services will be either:

- (a) the amounts specified in the invoices we issue to you for the services; or
- (b) the amounts stated in our current price list at the time you confirm the engagement.

6.3 Inclusions and exclusions

All prices are exclusive of GST, disbursements, and any other applicable charges unless expressly stated otherwise in writing.

6.4 Standard fee structure (Unless otherwise agreed in writing, the total fee for the Services will be paid in the following instalments:)

Subject to clause 6.5, you agree to pay our total fee for the services as follows:

- (a) Deposit on signing: Fifty percent (50%) of the total fee is payable immediately on execution of this Agreement. The deposit must be paid in full before we are required to commence services.
- (b) 50% of the total fee is payable upon completion of the core consulting and support services described in this Agreement, including delivery of the initial strategy, research brief, service plan, and agreed consulting deliverables such as analysis, due diligence coordination, and implementation support.

Where these services are performed in connection with a property under consideration by the client, an invoice may be issued at or around the time the client is finalising their due diligence process. However, payment is strictly for services rendered and is not contingent on the client entering into an

unconditional agreement, completing a transaction, or acquiring any property.

6.5 Equity Release fee structure prevails where selected

If you have selected an Equity Release fee structure (an Equity Release Package):

- (a) the total fee and any upfront fee, equity component, and cash component will be as specified in the relevant schedule or engagement documentation;
- (b) the timing and method of payment of those amounts will be governed by this clause 6.5 and clauses 6.6–6.10; and
- (c) if there is any inconsistency between clause 6.4 and this clause 6.5 or clauses 6.6–6.10, the Equity Release terms will prevail to the extent of the inconsistency.

6.6 Equity Release Packages: components and amounts

Where an Equity Release Package applies, the total package fee (Package Fee) is made up of:

- (a) an Cash Component (to be paid in cash by you on signing) and
- (b) a Equity Component (to be paid from equity released);

and together those components equal the Package Fee. We may, acting reasonably and in good faith, agree to reduce the amount payable from equity and adjust the cash component accordingly, provided the total paid (cash plus equity) equals the Package Fee.

6.7 Upfront fee for Equity Release Packages

For an Equity Release Package, you must pay a non-refundable upfront fee equal to \$5000 of the Package Fee (including GST, if applicable) immediately on execution of this Agreement, and before we are required to commence services.

6.8 Equity Component payment timing

The Equity Component must be paid upon the successful release of equity resulting from the property acquisition, refinance, or other equity-generating strategy undertaken as part of this engagement. If equity release has not occurred by

the agreed timeline, or if the equity released is insufficient to fully satisfy the Equity Component, you must pay any unpaid portion of the Equity Component no later than two (2) weeks after settlement of the relevant property transaction.

6.9 Allocation of upfront fees

We may determine how, when, and for what purposes the upfront fee is allocated, applied, or distributed in the course of providing the services, acting reasonably and in good faith.

6.10 Payment method and scheduling

The balance of any fees (including under clause 6.4 or any Equity Release Package) may be required to be paid:

- (a) immediately when due; and/or
- (b) by instalments or progress payments in accordance with a payment schedule we notify to you.

The timing, method, and form of any payment schedule will be determined by us, acting reasonably. You must comply with any payment schedule or method notified by us.

6.11 Late payment and enforcement

If you fail to pay any amount when due (including any deposit, upfront fee, cash component, equity component, or balance), we may, at our sole discretion:

- (a) suspend the services until all overdue amounts are paid in full;
- (b) terminate this Agreement and retain any deposit or upfront fee paid as liquidated damages (to the extent permitted by law); and/or
- (c) pursue all legal remedies available to recover unpaid amounts, including interest, costs, and expenses incurred in enforcing this Agreement.

6.12 Default interest and collection costs

Any payment not made within seven (7) days of the due date will accrue default interest at the Official Cash Rate (OCR) plus 8% per annum (calculated daily), and you must pay our reasonable costs of recovery (including debt collection and legal costs).

6.13 No set-off / disputed amounts

You are not entitled to withhold payment of any amounts owing because any part of the services is disputed. If you dispute any amount, you must:

- (a) continue to perform your obligations and pay all amounts owing other than the specific amount genuinely in dispute; and
- (b) provide a specific and detailed explanation of the dispute in writing within seven (7) days of the relevant invoice or demand being issued.

6.14 Non-refundable payments and limited refund right

Unless we expressly agree in writing, amounts paid under this clause are non-refundable, except as set out in clause 6.15.

6.15 Service-delivery standard (consulting outputs)

We will use reasonable efforts to provide consulting services, including the analysis and assessment of potential property opportunities considered by the client, within the reasonable timeframe stated in clause 7.11.

As part of these services, we aim to deliver structured analysis on multiple potential property opportunities (two (2) sets of two (2) assessed opportunities), based on information available through public or third-party sources and/or opportunities identified by the client.

If we do not provide the agreed level of consulting analysis and deliverables within the reasonable timeframe, and you have met your obligations under this Agreement, any remedy will be calculated as follows:

- (a) if we provide only partial delivery of the agreed analysis outputs, you may be entitled to a refund of up to 50% of the deposit;
- (b) if we do not provide the agreed consulting analysis and deliverables, you may be entitled to a full refund of the deposit.

For clarity, this clause relates to the delivery of consulting services and analysis only, and does not

guarantee the availability, suitability, or acquisition of any property.

6.16 Payment methods

You may pay by online banking or credit card (or any other method we approve).

6.17 Currency and exchange rates

Prices may be quoted in New Zealand dollars (NZD) or another currency as indicated on our price list or invoice. Where amounts are quoted or paid in a foreign currency, the final payable amount may vary due to exchange rate fluctuations, and we are not liable for any increase or decrease arising from those fluctuations.

6.18 Offshore clients: AML/KYC and administration

If you are an offshore client, you must complete any additional Anti-Money Laundering (AML) and Know Your Customer (KYC) verification requirements that apply. We may assist to coordinate IRD registration and New Zealand bank account set-up in collaboration with your nominated advisers, but all foreign exchange arrangements (including timing and fees) remain your responsibility.

6.19 Price changes

We may amend prices (including any published price list) at any time without prior notice. Any amended prices will apply to services accepted on or after the effective date specified by us and will be reflected in the final invoice. Price changes may result from factors beyond our reasonable control, including exchange rate movements, supplier or third-party costs, government taxes, import duties, or other unforeseen circumstances.

6.20 Title to materials

Ownership of any materials we provide (and any rights in them) remains with us until we have received cleared funds in full for all amounts owing under this clause.

6.21 Reversed transactions

If you make a payment and the transaction is subsequently reversed or charged back, you remain liable for the amount and for any additional costs we reasonably incur as a result.

6.22 Insolvency

If an insolvency event occurs in relation to you, all amounts owing under this Agreement become immediately due and payable.

6.23 No guarantee of third-party outcomes

Our fees are for the provision of services and are not contingent on lending approval, refinance outcomes, valuation results, lender decisions, or your personal financial circumstances, and we do not guarantee payment from third parties.

7. Provision of Services

7.1 We will provide the Services with reasonable care, skill, and diligence consistent with industry standards. The Services include Consulting Work and, if applicable, Consultancy Work.

7.2 Consulting Work, which is always included, comprises strategy and brief preparation, property research, analysis and assessment of potential property opportunities identified by the client or otherwise available through public or third-party sources. It also includes due diligence coordination (including LIM reports, title searches, council file reviews), coordination with third-party professionals (such as builders, valuers, and project managers), deal pack preparation, and the provision of observations and information for your consideration.

We may provide implementation and execution support in the form of coordination and administrative assistance only. All decisions, negotiations, and contractual steps are undertaken by the client or appropriately licensed professionals.

7.3 Consultancy Work, We may assist the client with administrative coordination of communications at the client's direction, including organising information, scheduling discussions, and facilitating the exchange of documents. However, all negotiations, representations, and communications relating to the terms of any transaction are conducted solely by the client or appropriately licensed

professionals. All negotiations and offer submissions are conducted by the client and/or appropriately licensed real estate professionals.

- 7.4 We will comply with the Fair Trading Act 1986 when providing Services. Offshore clients or transactions may require completion of additional AML/KYC checks in accordance with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009. We can coordinate NZ IRD and bank setup with your advisers. Any foreign exchange (FX) timing and fees remain your responsibility.
- 7.5 Within this Agreement, we do not provide legal, accounting, or tax advice unless expressly agreed in writing; guarantee the accuracy of information provided by third parties, including sellers, agents, or other professionals; guarantee that you will acquire any property; assume responsibility for property defects or matters not disclosed during due diligence; or control the availability of properties or market outcomes.
- 7.6 We do not provide financial advice (as defined by the Financial Markets Conduct Act 2013). We recommend you consult a licensed financial adviser for tailored investment or lending advice. The Client acknowledges that all property acquisitions and investment decisions are made solely by the Client. Full Stack Property Limited provides consulting, research, and coordination services only and does not assess the Client's personal financial circumstances, risk tolerance, or investment suitability. The Client is responsible for obtaining independent advice from appropriately licensed professionals, including a licensed financial adviser, mortgage adviser, accountant, or solicitor, before entering into any property transaction or financial commitment. The Client acknowledges that property values, rental returns, financing conditions, and market outcomes may change and that no guarantee of performance, appreciation, or financial outcome is provided. Any information, commentary, or analysis provided by Full Stack Property

Limited is general in nature and is not intended to constitute financial advice.

- 7.7 You agree to provide accurate and complete information in a timely manner, seek independent legal, financial, or tax advice as required, and consent to coordination with your third-party advisors as necessary.
- 7.8 The base Services are included in your engagement fee. Optional bolt-on services, available for an additional fee, include finance, accounting, property management, and insurance. Each optional service is subject to a separate agreement. You are also responsible for any out-of-pocket expenses reasonably incurred in providing the Services.
- 7.9 From time to time, we may receive referral fees, commissions, or other commercial benefits from third party providers with whom we have established partnerships in relation to optional bolt-on services. We will disclose any such referral arrangements to you where required. Any referral fees or commissions do not increase the price you pay to the third-party provider and do not affect our commitment to act in good faith when introducing service providers. Options provided in relation to optional bolt-on services will not be misleading, deceptive, or inconsistent with your needs.
- 7.10 We will disclose any potential conflicts of interest arising during the provision of Services.
- 7.11 We will provide the Services within 2 x 16 week blocks (32 weeks total) and will respond to your communications promptly. Failure to meet this timeframe may entitle you to a refund in accordance with clause 6.15. We are not responsible for delays caused by third parties, including, but not limited to, sellers, banks, or regulatory authorities.
- 7.12 As part of this Agreement, you will be granted complimentary access to our investment app for an initial period of twelve (12) months from the commencement of this Agreement.

8. Property Management Rights

8.1 Current arrangements

Where we assist with appointing, coordinating, or overseeing a third-party property manager for your investment property, this is provided as part of our services and/or as an optional bolt-on service (as applicable). We may screen, recommend, and liaise with property managers on your behalf, but unless expressly agreed in writing, we are not the appointed property manager.

8.2 Right to transition to our management

You acknowledge and agree that we reserve the right, at any time and at our sole discretion, to offer to transition your property (or any part of your portfolio) to be managed under our own property management umbrella (including by us directly or by a related entity, partner, or nominated agent acting on our behalf).

8.3 No automatic transfer

Any transition of property management under clause 8.2 will only occur:

- (a) with your written consent (including via email or electronic acceptance); and
- (b) subject to any existing property management agreement terms, including notice periods, termination requirements, and handover obligations.

8.4 Fees and terms

If a transition occurs, you agree that:

- (a) our then-current property management terms and fee schedule will apply (as notified to you in writing);
- (b) you remain responsible for any fees, costs, or liabilities owed to the outgoing property manager up to the effective handover date; and
- (c) we may charge reasonable administration and handover fees where disclosed in advance.

8.5 Best interests and disclosure

We will act reasonably and in good faith when proposing any transition and will disclose any material conflicts of interest and any fees, commissions, or incentives we (or any related party) may receive in connection with the appointment or transition.

8.6 Continuing services

If you do not consent to a transition, we may continue to provide screening/oversight and coordination support as agreed, but we do not guarantee the performance of any third-party property manager and are not liable for their acts or omissions except to the extent required by law.

9. Disclaimer

9.1 We provide property consulting, research, and coordination services in connection with potential property acquisitions being considered by the Client and rely upon information provided by sellers, their employees, agents, or other third parties. While we use reasonable care and aim to provide accurate and useful information, we do not warrant, guarantee, or make any representations, whether express or implied, as to the accuracy, completeness, or reliability of any information, statements, descriptions, or representations made by the seller, their employees, agents, or representatives regarding the property.

9.2 We shall not be liable for any inadvertent, unintentional, or erroneous statements or representations made by the seller, their employees, agents, or representatives. Any reliance by you on such statements or information is at your sole risk.

9.3 We will facilitate or assist you in arranging inquiries, inspections, and investigations regarding the property, including, but not limited to, legal, financial, structural, environmental, and regulatory matters. However, you acknowledge and agree that the responsibility for conducting and relying on such inquiries, inspections, and investigations rests solely with you. We do not warrant, verify, or accept responsibility for the accuracy, completeness, or reliability of any information provided by third parties.

9.4 Nothing in this agreement is intended to exclude or limit any liability we may have under the Contract and Commercial Law Act 2017, the Fair Trading Act 1986, or any other applicable

law, to the extent that such liability cannot be excluded by law.

9.5 To the fullest extent permitted by law, we, our officers, employees, and agents shall not be liable for any loss, damage, cost, or expense arising directly or indirectly from:

- a. Any statement, representation, or omission made by the seller, their employees, or agents;
- b. Any reliance by you on third-party information; or
- c. Any unforeseen circumstances affecting the property, its value, or condition.

Project Management and Renovation Provision

10. Insurance and Risk

10.1 Risk of loss, damage, or deterioration of all goods, materials, services, or other deliverables supplied under this Agreement (“Goods/Materials”) as part of our Project Management services, shall pass from us (or the Seller, where applicable) to you upon delivery to the nominated delivery address, site, or any other location agreed in writing by both parties.

10.2 Delivery shall be deemed to occur at the earliest of:

- (a) Physical handover of the Goods/Materials to you or your nominated carrier;
- (b) Delivery to the nominated address or site (whether or not you are present); or
- (c) Electronic transmission or placement of the Goods/Materials at the agreed site (where applicable).

10.3 From the time risk passes until ownership transfers to you under Clause 10 (Retention of Title and Repossession), you shall, at your sole cost, maintain comprehensive insurance covering the Goods/Materials for their market value at the time of delivery against all usual risks, including but not limited to fire, theft, accidental damage, and natural disasters.

10.4 You shall:

- (a) Provide evidence of insurance to us upon request, including policies, certificates, or receipts of payment;
- (b) Comply with all insurer requirements relating to maintenance, storage, and security of the Goods/Materials; and
- (c) Not do or omit anything that may invalidate the insurance policy.

10.5 We retain the right to claim insurance proceeds directly from any insurer in respect of any loss, damage, or other insured event affecting the Goods/Materials. Any such proceeds shall be applied towards:

- (a) Repair or replacement of the Goods/Materials; and/or
- (b) Reimbursement of any associated fees, costs, or damages incurred by us.

10.6 You shall cooperate fully with us and any insurer in the submission, investigation, and settlement of any insurance claim, including by:

- (a) Providing all necessary information and documentation as requested; and
- (b) Allowing us or the insurer access to inspect the Goods/Materials if required.

10.7 You shall take all reasonable steps to safeguard the Goods/Materials upon delivery, including proper handling, storage, and security measures, and must immediately notify us of any loss, damage, or risk of damage, regardless of whether a claim will be filed under the insurance policy.

10.8 Failure by you to maintain adequate insurance or to take reasonable steps to protect the Goods/Materials may:

- (a) Expose you to liability for resulting loss or damage;
- (b) Constitute a breach of this Agreement; and
- (c) Not limit our rights to recover any resulting fees, costs, or damages.

10.9 You shall indemnify and hold harmless us from and against all claims, losses, damages, and expenses arising from:

- (a) Loss or damage to the Goods/Materials after risk has passed to you;

- (b) Failure to maintain insurance as required under this clause; or
- (c) Any negligent or wilful act or omission affecting the Goods/Materials.

10.10 Nothing in this clause limits or affects any other rights or remedies we may have under this Agreement, including retention of title, recovery of outstanding payments, or enforcement of security interests.

11. Retention of Title and Repossession

11.1 All right, title, and interest in the Goods/Materials supplied under this Agreement shall remain with us until full payment for the Goods/Materials has been received and all of your obligations under this Agreement have been fulfilled.

11.2 Until full payment is received and cleared:

- (a) You hold the Goods/Materials as bailee and fiduciary agent for us;
- (b) You shall not sell, lease, encumber, or otherwise dispose of the Goods/Materials except with our prior written consent;
- (c) We retain a security interest in the Goods/Materials and any proceeds derived from them, as defined in the Personal Property Securities Act 1999 ("PPSA"); and
- (d) You must keep the Goods/Materials separate from other property, clearly identified as our property, and insured in accordance with Clause 10.

11.3 Where the Goods/Materials are installed, affixed, or incorporated into any property or structure before payment in full, such incorporation does not extinguish our ownership rights, which extend to any property containing the unpaid Goods/Materials.

11.4 Without prejudice to any other rights or remedies, we may immediately repossess any Goods/Materials in which title is retained if you:

- (a) Fail to pay any amount due by the due date;
- (b) Breach any term of this Agreement;

- (c) Become insolvent, bankrupt, or subject to liquidation, administration, or receivership; or

- (d) Cause or allow the Goods/Materials to be at risk of loss, damage, or seizure.

11.5 You irrevocably authorise us (and our employees, agents, or contractors) to enter any premises, land, or property where the Goods/Materials are located, at any reasonable time and without prior notice, for the purpose of inspecting, identifying, or repossessing the Goods/Materials. Such entry shall not constitute trespass or unlawful interference, and you waive any claim for damages arising from lawful repossession.

11.6 You shall ensure that our rights of ownership and repossession are not affected by the rights of any third party, and must immediately notify us of any attempt by another party to assert an interest in, seize, or otherwise interfere with the Goods/Materials.

11.7 We may remove the Goods/Materials with or without prior notice and make any reasonable repairs or alterations necessary to restore the property to a safe or workable condition following removal. We shall not be liable for any damage reasonably caused in the course of repossession. You shall pay all costs incurred by us in exercising our rights under this clause, including legal, enforcement, transport, storage, and repair costs.

11.8 If any Goods/Materials cannot be recovered (for example, due to installation, destruction, or loss), we may claim from you the reasonable value of such Goods/Materials, which shall immediately become a debt due and payable.

11.9 We may sell or otherwise dispose of any repossessed Goods/Materials at our sole discretion. The proceeds of any such sale shall be applied as follows:

- (a) First, to cover the costs and expenses of repossession and sale;
- (b) Second, to satisfy any outstanding debts owed by you to us; and

(c) Third, any surplus (if applicable) shall be returned to you.

11.10 You shall not be entitled to any claim or compensation for loss of use, profit, or business arising from the repossession or sale of the Goods/Materials.

11.11 This clause creates a security interest (as defined in the PPSA) in our favour over all Goods/Materials supplied under this Agreement and all proceeds of such Goods/Materials. You shall execute all documents and do all things necessary to enable us to register and maintain a perfected security interest, and you waive the right to receive any verification statement or notice of registration to the extent permitted by law.

11.12 Repossession or retention of title does not discharge your obligation to pay the full contract price or any other amounts due under this Agreement.

12. Personal Property Securities Act 1999 (PPSA)

12.1 The Client grants the Consultancy a continuing security interest in all goods, materials, documents, funds, and other personal property supplied, held, or managed by the Consultancy in connection with the services under this Agreement (the "Secured Property"), whether currently owned or acquired by the Client in the future. This security interest secures all monies payable and all obligations (present, future, actual, or contingent) owed by the Client to the Consultancy under this Agreement or any related arrangement.

12.2 The Client acknowledges that the Consultancy may register a financing statement or financing change statement on the Personal Property Securities Register (PPSR) to perfect and maintain its security interest in the Secured Property. To the extent permitted by law, the Client waives the right to receive a verification statement under section 148 of the PPSA.

12.3 The Client must promptly execute all documents and do all acts reasonably required

by the Consultancy to ensure that its security interest is perfected, enforceable, and continuously maintained under the PPSA.

12.4 To the extent permitted by law, the parties agree that sections 114(1)(a), 133, and 134 of the PPSA shall not apply, and the Client waives its rights under sections 116, 120(2), 121, 125, 126, 127, 129, 131, and 132 of the PPSA.

12.5 This security interest is continuing and shall not be discharged, affected, or prejudiced by any partial payment, settlement, or other indulgence granted by the Consultancy .

13. Security and Charge

13.1 As further and continuing security for the payment of all monies and the performance of all obligations owed by the Client to the Consultancy under this Agreement, the Client charges in favour of the Consultancy all of the Client's rights, title, and interest (legal, equitable, or beneficial) in any and all real property (land) and personal property owned by the Client now or in the future.

13.2 The Client agrees that the Consultancy may, at its sole discretion, lodge a caveat or other instrument against the title of any real property owned by the Client to protect the Consultancy's interest. The Client must immediately execute any documents and do all acts necessary to give effect to this clause.

13.3 In the event of default, the Consultancy may enforce this charge by any lawful means, including the sale or disposition of the charged property and applying the proceeds toward satisfaction of any amounts owed.

13.4 The Consultancy's charge and security rights take priority over any subsequent security interests granted by the Client and shall remain in force until all amounts owing to the Consultancy have been fully paid and all obligations satisfied.

14. Defects and Notification

14.1 You must inspect all materials and services supplied by us (or sourced on your behalf)

immediately upon receipt. Any defects, shortages, or non-conformities must be notified to us in writing within fourteen (14) calendar days of delivery (the "Defects Notification Period"). If you do not notify us within this timeframe, we will presume that the materials and services are free of defects or any other issues.

14.2 Your notification must identify the goods, materials, or deliverables concerned, describe the nature of the defect, shortage, or non-conformity in reasonable detail, and include supporting evidence where reasonably practicable, such as photographs, measurements, or reports.

14.3 Subject to you complying with these notification requirements, we may, at our discretion, repair or replace the defective goods or materials, provide a credit or refund for the affected goods or materials, or take any other action reasonably necessary to remedy the defect.

14.4 No claim for defects will be accepted if you fail to notify us within the Defects Notification Period. We shall not be liable for any defect arising from misuse, mishandling, improper storage or installation by you, alteration or modification of the goods or materials without our prior written consent, or normal wear and tear or inherent characteristics of the goods or materials.

14.5 You must provide reasonable access, information, and assistance to allow us to investigate and remedy any alleged defects.

14.6 Except as expressly set out in this clause, all other warranties, guarantees, or liabilities in respect of defects are excluded to the maximum extent permitted by law. Nothing in this clause limits or excludes any rights or remedies you may have under the Consumer Guarantees Act 1993 or any other applicable law that cannot be excluded.

15. Return of Goods/Materials

15.1 No goods, materials, documents, or other deliverables supplied by us or sourced on your behalf under this Agreement (the "Goods/Materials") may be returned to us for credit, refund, or exchange under any circumstances, except:

- a. As expressly provided in Section 14 (Defects and Notification); or
- b. As required by law, including any rights that cannot be excluded under the Consumer Guarantees Act 1993.

15.2 You accept the Goods/Materials "as delivered" and are solely responsible for inspecting and verifying their accuracy, completeness, and suitability at the time of delivery.

15.3 Any defects or non-conformities must be addressed strictly in accordance with Section 14. No other circumstances, including change of mind, dissatisfaction, or post-delivery damage caused by you, give you the right to return Goods/Materials.

15.4 You are fully responsible for any loss, damage, or deterioration of the Goods/Materials after delivery, including during storage, handling, or transportation. No returns will be accepted for such loss or damage.

16. Warranties regarding Workmanship and Goods/Materials

16.1 We make no warranties or guarantees, whether express or implied, in relation to:

- a. The workmanship of any services provided;
- b. The quality, condition, fitness for purpose, or suitability of any goods, materials, or other deliverables supplied or sourced under this Agreement; or
- c. Any representations or statements made by third parties, including sellers or their employees, regarding goods, materials, or property.

16.2 To the fullest extent permitted by law, all statutory, implied, or common law warranties or guarantees, including but not limited to

warranties of merchantability, fitness for a particular purpose, and non-infringement, are expressly excluded.

16.3 It is your responsibility to conduct independent inspections, due diligence, and verification regarding the quality, suitability, and condition of any goods, materials, or services provided or sourced by us.

16.4 We shall not be liable for any loss, damage, defect, or deficiency arising from the quality, condition, or suitability of goods, materials, or workmanship, except to the extent that such liability cannot be excluded by law, including under the Consumer Guarantees Act 1993 or other applicable legislation.

17. Consumer Guarantees Act 1993 and Fair Trading Act 1986

17.1 If you are acquiring our services for personal, domestic, or household purposes (“Consumer”), the guarantees and protections under the Consumer Guarantees Act 1993 (CGA) and the Fair Trading Act 1986 (FTA) apply. Nothing in this Agreement will affect any rights you may have as a Consumer under section 2 of the Consumer Guarantees Act 1993, the Fair Trading Act 1986, or any other applicable law.

17.2 If you are acquiring our services for business, trade, or commercial purposes (“Trade Buyer”):

- (a) The CGA and FTA do not apply to this Agreement or any transaction under it, except to the extent that the law does not allow exclusion;
- (b) To the fullest extent permitted by law, you waive all rights and remedies that would otherwise be available under the CGA and FTA;
- (c) You acknowledge that all services are provided “as is” and are subject only to the terms of this Agreement;
- (d) You accept that we do not provide any guarantees, warranties, or representations implied by the CGA or FTA.

17.3 By entering into this Agreement as a Trade Buyer, you confirm that:

- (a) You are acquiring services for business, trade, or commercial purposes;
- (b) You have had the opportunity to seek independent advice regarding the suitability, scope, and quality of our services; and
- (c) You fully understand and accept that the CGA and FTA do not apply to your purchase except to the extent required by law.

18. Intellectual Property Rights

18.1 You acknowledge and agree that all intellectual property rights, including but not limited to designs, plans, drawings, specifications, reports, marketing materials, and promotional content (the “Seller IP”) provided by the seller or sourced on your behalf through us, remain the sole property of the seller.

18.2 You acknowledge that the seller retains the right to use, reproduce, display, or exploit the Seller IP for any purpose, including but not limited to marketing, promotion, advertising, publication on websites or brochures, and demonstration to potential buyers or clients. Nothing in this Agreement restricts the seller from exercising these rights.

18.3 All intellectual property rights in materials, reports, research, advice, or other deliverables prepared by us specifically for you (the “Consultancy IP”) remain our sole property. You are granted a limited, non-exclusive, non-transferable right to use the Consultancy IP solely for the purpose of acquiring or using the property or services sourced through us.

18.4 If you provide any plans, designs, drawings, specifications, or other materials (the “Buyer IP”) to facilitate the supply of goods, materials, or services:

- a. You warrant that you are the owner of, or have full authority to provide, the Buyer IP;
- b. You indemnify and hold us and the seller harmless from any claims, losses, damages, or expenses arising from actual or alleged infringement of any third-party intellectual

property rights in relation to the Buyer IP;
and

- c. We may rely on the Buyer IP in good faith without verifying ownership or infringement risk.

18.5 Except as expressly permitted under this Agreement:

- a. You shall not reproduce, modify, distribute, sell, or otherwise exploit the Seller IP or Consultancy IP for any purpose other than as expressly permitted; and
- b. You shall not use the Seller IP or Consultancy IP to create derivative works without our prior written consent.

19. Default and Consequences of Default

19.1 You shall be deemed to be in default under this Agreement if an Event of Default, as defined in clause 1.13, occurs.

19.2 If you are in default, we may, without prejudice to any other rights or remedies available at law or in equity;

Charge interest on all overdue amounts at a rate of OCR plus 8% per annum, calculated daily from the due date until full payment is received. Interest shall accrue both before and after judgment.

Recover from the you all reasonable costs, losses, and expenses incurred as a result of the default, including; administration fees associated with managing overdue accounts, dishonour fees for failed or returned payments, debt collection commissions and Consultancy fees, all legal costs on a solicitor-and-client basis, together with any disbursements or enforcement expenses.

Suspend any further services, property searches, negotiations, or acquisitions under this Agreement until all outstanding amounts (including interest and costs) are paid in full; and/or

Terminate this Agreement immediately by written notice to the Buyer and recover all amounts then owing, together with any additional losses or costs arising from the termination

19.3 All interest, fees, costs, and expenses payable under this clause are additional to the Buyer's

other obligations and are immediately due and payable on demand.

19.4 The exercise or non-exercise by the Consultancy of any right or remedy under this clause does not constitute a waiver of, or prejudice, any other rights or remedies available under this Agreement or at law.

20. Cancellation

20.1 Either party may cancel this Agreement by providing written notice to the other party. Cancellation may occur for any reason, including but not limited to:

- (a) Mutual agreement between the parties;
- (b) Material breach of this Agreement by either party, including failure to perform obligations in a timely or satisfactory manner;
- (c) Insolvency, bankruptcy, or financial incapacity of either party;
- (d) Your failure to provide required information, documentation, or access necessary for us to perform services under this Agreement;
- (e) Failure by you to pay any deposit, fee, or amount due under this Agreement by the required due date;
- (f) Unforeseen circumstances that make it impossible or impractical for either party to continue performing obligations under this Agreement, including but not limited to natural disasters, government restrictions, or legal prohibitions; or
- (g) Any other reason expressly permitted under this Agreement or by law.

20.2 You remain liable to pay us for all services rendered up to the date of cancellation, including any work in progress, costs already incurred, and commitments made on your behalf. Any non-refundable deposits, disbursements, or third-party fees paid or committed by us on your behalf remain payable.

- 20.3 We may retain any fees or deposits already paid as compensation for work performed, commitments made, or expenses incurred.
- 20.4 You must immediately pay any outstanding amounts due under this Agreement, including administrative fees, interest on overdue amounts, and any costs reasonably incurred by us as a result of the cancellation.
- 20.5 Upon cancellation, we are released from any further obligation to provide services under this Agreement.
- 20.6 Cancellation does not affect any rights or remedies accrued prior to cancellation, including the right to recover outstanding payments, enforce security interests, or claim damages.
- 20.7 You acknowledge that cancellation may impact our ability to secure property opportunities, outcomes, or other services, and no guarantees are made regarding results, refunds, or recoveries beyond those expressly stated in this Agreement.
- 20.8 If cancellation occurs due to our material breach of this Agreement, your liability shall be limited to payment for services already satisfactorily rendered up to the date of cancellation, and any prepaid amounts for future services shall be refunded to you.
- 20.9 If cancellation occurs due to your breach, failure to perform obligations, or failure to provide required information or access, we may exercise all rights available under this Agreement, at law, or in equity, including recovering fees, costs, and damages incurred as a result of the cancellation.
- 20.10 In the event of a dispute regarding cancellation, both parties agree to negotiate in good faith to resolve the matter prior to commencing any legal proceedings, without prejudice to either party's accrued rights.

21. Privacy, Credit Information, and Consent

- 21.1 We may collect, hold, and use personal information you provide, including but not limited to your name, address, contact details, financial information, identification documents, and any other details required to assess your eligibility, carry out due diligence, or deliver our services.
- 21.2 You consent to us obtaining credit reports, trade references, and other credit-related information from credit reporting agencies or other third parties. We may use this information to assess your creditworthiness, ability to meet payment obligations, and suitability for the services provided under this Agreement.
- 21.3 In accordance with the Privacy Act 2020 (and as amended by the Privacy Amendment Act 2025), we may disclose your personal and financial information to third parties only in the following situations:
- (a) to recover any amounts due under this Agreement if you fail to pay or otherwise default;
 - (b) as reasonably necessary to perform our obligations or provide services under this Agreement;
 - (c) as required or permitted by law.
- 21.4 Any disclosure under clause 21.3 will be limited to the minimum information necessary for the relevant purpose. You acknowledge that if we disclose information for debt recovery, it may impact your credit record.
- 21.5 We will take reasonable steps to ensure that your personal information is stored securely and protected against unauthorised access, misuse, or disclosure, in line with our obligations under the Privacy Act 2020.
- 21.6 You may request access to your personal information held by us, and ask us to correct it to ensure it is accurate, complete, and up-to-date, in accordance with the Privacy Act 2020.
- 21.7 From 1 May 2026, when the new Information Privacy Principle 3A (IPP 3A) comes into force under the Privacy Amendment Act 2025, if we collect any of your personal information indirectly (i.e., from a third party, such as a credit agency or trade reference), we will take

reasonable steps to notify you. That notification will include:

that we have collected your information;
why we have collected it;
who the intended recipients might be;
our contact details (name and address);
whether collection is required or authorised by law;
and
your rights of access and correction.

21.8 By entering into this Agreement, you confirm that you have read and understood our privacy practices, and you consent to our collection, use, and disclosure of your personal and credit information as described in this clause.

22. Limitation of Liability

22.1 To the maximum extent permitted by law, we shall not be liable to you for any loss, damage, cost, or expense of any kind, whether direct, indirect, special, consequential, or incidental, including but not limited to loss of profits, loss of revenue, loss of opportunity, loss of business, loss of goodwill, or anticipated savings, arising out of or in connection with:

- (a) this Agreement;
- (b) any services or materials provided by us; or
- (c) any act, omission, representation, or advice given by us, whether arising in contract, tort (including negligence), equity, statute, or otherwise, except where such liability cannot be excluded by law.

22.2 To the extent permitted by law, our total aggregate liability to you under or in connection with this Agreement, including all services, materials, or advice provided, shall not exceed the total fees paid or payable by you to us under this Agreement for the specific services giving rise to the claim.

22.3 To the extent permitted by law:

- (a) in relation to materials supplied under this Agreement, our liability shall be limited, at our option, to:
 - (i) the replacement of the materials or supply of equivalent materials;

- (ii) the repair of the materials;

- (iii) the payment of the reasonable cost of replacing the materials or acquiring equivalent materials; or

- (iv) the payment of the reasonable cost of having the materials repaired; and

- (b) in relation to services provided under this Agreement, our liability shall be limited, at our option, to:

- (i) the re-supply of the services; or

- (ii) the payment of the reasonable cost of having the services re-supplied.

22.4 Without limiting the generality of clauses 21.1 to 20.3, in no circumstances shall we have any liability to you for:

- (a) the acts, omissions, or representations of any third party, including vendors, service providers, or licensed professionals engaged by you or introduced to you during the course of the Services;

- (b) any act or omission carried out in accordance with your instructions, including instructions from your authorised agents; or

- (c) any loss, damage, or claim made by any third party, including but not limited to other buyers, tenants, or property owners.

22.5 The limitations and exclusions set out in this clause apply regardless of the legal basis of the claim, whether in contract, tort, equity, statute, or otherwise

22.6 Nothing in this clause excludes or limits our liability for:

- (a) death or personal injury caused by our negligence;
 - (b) fraudulent or wilful misconduct; or
 - (c) any other liability that cannot be excluded under New Zealand law.

23. Right to Review Terms

23.1 We may provide you, or your representatives, with a summary, copy, or relevant extracts of the terms and conditions of this Agreement where reasonably necessary to:

- (a) Facilitate the negotiation, sale, or acquisition of any property;
- (b) Confirm the scope, authority, and role of us in relation to the transaction; or
- (c) Comply with any legal, regulatory, or contractual obligations, including obligations under applicable property or financial laws.

23.2 Any disclosure to you pursuant to clause 23.1:

- (a) Shall be strictly limited to the purposes set out in clause 23.1;
- (b) Shall not constitute an amendment, waiver, or variation of any rights, obligations, or confidentiality provisions under this Agreement;
- (c) Shall not be construed as consent for you to rely on or enforce any terms of this Agreement beyond the purposes expressly set out in clause 23.1; and
- (d) Shall not create any duty, liability, or contractual obligation on your part to us beyond the terms of this Agreement.

23.3 Any information disclosed to you pursuant to clause 23.1 shall be limited to the minimum information necessary for the purposes of that clause. We shall use reasonable commercial efforts to protect the confidentiality of your information, including financial details, personal information, strategic intentions, and any other sensitive information. You acknowledge that despite reasonable efforts, we cannot guarantee absolute confidentiality once information is disclosed to you and agree that such disclosure does not create liability for us beyond the protections afforded under this Agreement.

23.4 Any review, receipt, or reliance on the terms of this Agreement shall not create any contractual relationship, agency, partnership, or joint venture between you and us beyond this Agreement. You shall have no obligations, duties, or liabilities to us arising from or in connection with any information disclosed under this clause, except as expressly required by law.

23.5 You indemnify and hold harmless us, our officers, employees, and agents from and against any claims, losses, liabilities, costs, or damages arising directly or indirectly from the disclosure of information to you in accordance with this clause, except to the extent caused by our gross negligence or willful misconduct.

24. Construction Contracts Act 2002

24.1 Application

The parties acknowledge that the Construction Contracts Act 2002 (as amended, replaced, or substituted) (Act) may apply to some contracts for construction work or construction-related services that you or we enter into (or that we arrange or manage on your behalf) in connection with a property acquisition or related services (Construction-Related Contracts). For clarity, the Act applies only to the extent the relevant services constitute a “construction contract” under the Act.

24.2 Compliance

Where the Act applies, each party must comply with its rights and obligations, including (without limitation):

- (a) progress payments and payment timing;
- (b) issuing and responding to payment claims and payment schedules;
- (c) the content and service requirements for payment claims and payment schedules; and
- (d) dispute resolution procedures available under the Act (including adjudication).

24.3 Payment claims and Clause 6

Where construction-related services are provided as part of our engagement, we may issue payment claims under the Act (which may be in the form of an invoice or combined with an invoice) and you agree to respond (including by providing any required payment schedule) in accordance with the Act. Clause 6 (Payment terms) continues to apply to all amounts owing under this Agreement, but must be read subject to the Act where it applies to a particular Construction-Related Contract.

24.4 No contracting out

Nothing in this Agreement is intended to exclude, restrict, or modify any statutory rights, remedies, or obligations under the Act, except to the extent permitted by law.

24.5 Disputes under the Act preserved

If a dispute arises in relation to a Construction-Related Contract to which the Act applies, either party may invoke the Act's dispute resolution procedures (including adjudication), and nothing in this Agreement limits those rights. Any dispute process under this Agreement operates alongside, and does not prejudice, any rights under the Act.

24.6 Third-party contracts and outcomes

To the extent we arrange, coordinate, or manage Construction-Related Contracts with third parties (e.g., builders, trades, consultants), you acknowledge:

- (a) we do not guarantee performance by, or payment from, any third party; and
- (b) our fees under this Agreement are for the provision of our services and remain payable in accordance with Clause 6, regardless of third-party outcomes, except where the Act requires otherwise for a specific Construction-Related Contract.

25. Our right to subcontract

25.1 We may, at our sole discretion, subcontract, delegate, or engage third parties to perform any part of the services or obligations under this Agreement. We remain fully responsible for the acts, omissions, and performance of any subcontractor or third party engaged under this clause, and nothing in this Agreement releases the Seller from its obligations to the Buyer.

25.2 the use of subcontractors shall not affect your obligations to pay for services in accordance with this Agreement

25.3 We shall use reasonable care in selecting any subcontractors and shall ensure that any subcontractor complies with all obligations imposed on the Seller under this Agreement

25.4 We remain liable for the quality, timeliness, and completeness of the services provided,

regardless of whether such services are performed by the Seller or a subcontractor

25.5 you shall not unreasonably withhold consent to the use of subcontractors where we deem it necessary for the proper performance of its obligations

26. General Provisions

26.1 This Agreement is governed by and shall be construed in accordance with the laws of New Zealand. You agree to submit to the non-exclusive jurisdiction of the courts of New Zealand in relation to any dispute arising under or in connection with this Agreement.

26.2 This Agreement constitutes the entire agreement between you and us concerning the subject matter herein and supersedes all prior negotiations, representations, understandings, or agreements, whether written or oral.

26.3 In the event of any inconsistency between the provisions of this Agreement and any other document incorporated by reference, the terms of this Agreement shall prevail.

26.4 We may engage subcontractors, agents, or third parties to perform any part of our obligations under this Agreement. We are not responsible for any acts, omissions, or performance of such subcontractors, agents, or third parties, including any indirect, consequential, or special losses arising from their actions, except to the extent caused by our own gross negligence or willful misconduct.

26.5 Neither party may assign, transfer, or otherwise deal with its rights or obligations under this Agreement without the prior written consent of the other party, except that we may assign or novate this Agreement to any related entity or successor in interest without your consent.

26.6 No amendment, variation, or modification of this Agreement shall be effective unless it is in writing and signed by both parties.

26.7 All notices under this Agreement must be in writing and delivered personally, by registered post, or by email to the addresses specified in

this Agreement (or any updated address notified by a party). Notices are deemed received:

- (a) If delivered personally, on the day of delivery;
- (b) If sent by post, three business days after posting; or
- (c) If sent by email, on the date of transmission, provided no delivery failure notification is received.

26.8 Neither party shall be liable for any failure or delay in performing obligations under this Agreement due to causes beyond its reasonable control, including but not limited to natural disasters, strikes, pandemics, government action, or failure of third-party services.

26.9 If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, that provision shall be severed to the minimum extent necessary, and the remaining provisions shall continue in full force and effect. The parties shall use reasonable efforts to replace the invalid or unenforceable provision with a valid provision that achieves, to the greatest extent possible, the original commercial intention of the severed provision.

26.10 Failure or delay by either party in exercising any right, power, or remedy under this Agreement does not operate as a waiver of that right, power, or remedy, nor does any single or partial exercise of any right preclude any other or further exercise of it or the exercise of any other right, power, or remedy.

26.11 Termination of this Agreement shall be without prejudice to any rights or remedies that have accrued prior to termination. Any obligations which by their nature survive termination shall continue to apply.

26.12 Clauses relating to payment, liability, indemnity, confidentiality, privacy, intellectual property, and any other provision which by its nature should survive termination, shall continue in full force and effect notwithstanding termination or expiry of this Agreement.

26.13 A person who is not a party to this Agreement has no rights under the Contracts

(Privacy) Act 1982 or otherwise to enforce any term of this Agreement.

26.14 We act as an independent consultancy providing property-related advisory, research, and coordination services in accordance with this Agreement.

Nothing in this Agreement creates a partnership, joint venture, employment relationship, or authorises us to act on your behalf in any transaction. We are not authorised to make binding commitments, enter into contracts, negotiate, or otherwise act as an intermediary between you and any other party in relation to a property transaction. All such actions are undertaken by you or appropriately licensed professionals.

26.15 This Agreement does not grant you or us any exclusive rights, and we may provide similar services to other clients.

26.16 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

27. Clause 27: Complaints and dispute resolution (consumer clients)

27.1 How to raise a complaint

If you are dissatisfied with our services, you may make a complaint by notifying us in writing and providing reasonable details of: (a) the issues you are raising; (b) the outcome you are seeking; and (c) any relevant supporting information. We will acknowledge your complaint and use reasonable efforts to resolve it promptly and in good faith.

27.2 Internal escalation

If your complaint is not resolved by the initial contact person, you may request that the complaint be escalated to a senior team member or manager. We will consider any escalation request in good faith and respond within a reasonable time.

27.3 Mediation (optional)

If we cannot resolve your complaint internally within a reasonable time after receiving full details, either party may propose mediation with an

independent mediator. Mediation will only proceed if both parties agree. Unless agreed otherwise:

- (a) the mediator will be appointed by agreement (or, failing agreement, by a recognised mediation provider);
- (b) the mediator's fees and venue costs will be shared equally; and
- (c) each party will pay its own costs of participating in the mediation.

27.4 Disputes Tribunal or courts

If mediation is not agreed, or if mediation does not resolve the complaint, you may refer the matter to the Disputes Tribunal (where it has jurisdiction) or either party may commence proceedings in a court of competent jurisdiction.

27.5 Consumer rights preserved

Nothing in this Agreement limits or excludes any rights or remedies you may have under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986, or any other rights that cannot be excluded under New Zealand law.

