



Watea ana te ara whakamua | Clearing the way forward

Terms of Trade

1. About these terms

These Terms of Trade apply to all advisory and support services provided by Tīheru ("Tīheru", "we", "us") to any client ("you", "the client"). They apply alongside, and are incorporated by reference into, the Letter of Engagement provided for your specific engagement. Where there is a conflict between these Terms of Trade and a Letter of Engagement, the Letter of Engagement takes priority for that engagement.

2. Nature of our services

Tīheru provides advisory, facilitation, and support services across employment relations, HR, governance, commercial, and Māori land and trust matters. Tarena Stirling, Principal Advisor at Tīheru, is a former solicitor and is not currently practising law.

Services provided by Tīheru are advisory and facilitation services only. They are not legal advice and do not constitute legal representation. Where a matter touches on reserved legal services, or progresses to a forum such as the Employment Court, we will refer you to a solicitor, while continuing to support you throughout that process where appropriate.

3. Scope of engagement

The specific services provided to you, including which of Tīheru's service streams apply, are set out in your Letter of Engagement. We will only provide the services described in your Letter of Engagement, unless we agree in writing to vary or extend the scope.

If, during an engagement, a matter arises that falls outside the agreed scope, we will let you know and discuss whether to formally extend the engagement before continuing that additional work.

4. Fees and payment

Fees for your engagement are set out in your Letter of Engagement, based on the applicable rate, retainer, or fixed project fee for the relevant service stream.

Payment terms are as follows, unless otherwise stated in your Letter of Engagement:

- Retained or ongoing services: payment is due on the 20th of the month following the date of invoice.
- One-off engagements: payment is due within 7 days of the date of invoice.

Tiheru is not currently GST registered. Invoices will not include GST until such time as this changes, at which point our invoices and these Terms of Trade will be updated accordingly.

Payment can be made by direct credit to:

Account name: Tiheru

Account number: 03-1394-0031225-04

Please use the following when making payment: Particulars — Tiheru; Code — your name or business name; Reference — the invoice number.

Interest of 2% per month may be charged on any invoice not paid by its due date. We reserve the right to suspend services if an account remains overdue and unpaid following reasonable notice.

5. Confidentiality

We treat all information you share with us as confidential, and will not disclose it to any third party without your consent, except where required by law, where necessary to obtain professional advice (for example from an insurer or referral solicitor), or where disclosure is necessary to properly deliver the services.

6. Conflicts of interest

We will identify and manage any conflict of interest that arises in the course of an engagement. Where a genuine conflict cannot be appropriately managed, we will discuss this with you and, if necessary, decline or end the engagement.

7. Referral to a solicitor

Some matters, particularly within Māori land and trust advisory, and commercial and policy advisory, may border on reserved legal services. Where this occurs, or where a matter progresses to a forum such as the Employment Court, we will refer you to an appropriately qualified solicitor, while continuing to offer our support throughout.

8. Limitation of liability

To the maximum extent permitted by law, Tiheru's total liability to you arising out of or in connection with an engagement, whether in contract, tort, or otherwise, is limited to the total fees paid by you for that specific engagement.

Tiheru is not liable for any indirect, consequential, or special loss or damage, including loss of profits, loss of business, or loss of opportunity, arising from or in connection with the services provided.

Nothing in these Terms of Trade limits or excludes any liability that cannot be limited or excluded under New Zealand law.

9. Intellectual property

Unless otherwise agreed in writing, any documents, policies, reports, or other materials prepared by Tiheru specifically for you as part of an engagement become your property once fees for that engagement have been paid in full. Tiheru retains the right to use and re-use its own general methods, templates, and know-how in providing services to other clients.

10. Termination

Either party may end an engagement by giving 10 working days' written notice to the other. You remain responsible for payment of fees for services properly performed up to the date the engagement ends.

We may end an engagement immediately, without notice, if fees remain significantly overdue, if we identify a conflict of interest that cannot be managed, or if we consider the relationship of trust and confidence required to continue the engagement has broken down.

11. Tikanga and how we work

Te reo Māori and tikanga Māori are woven through how Tiheru works, rather than treated as a separate service. Where a matter calls for it, we may recommend a hui or face-to-face conversation, whānau support, or other culturally appropriate approaches, and will discuss this with you as part of the engagement.

12. Disputes

If a dispute arises between you and Tiheru in connection with an engagement, both parties agree to first attempt to resolve it directly, in good faith, before pursuing any other process.

13. Governing law

These Terms of Trade, and any engagement with Tiheru, are governed by the laws of New Zealand.

14. Changes to these terms

We may update these Terms of Trade from time to time. The version in effect at the time your Letter of Engagement is signed will apply to that engagement, unless we agree in writing to a variation.

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