

CLIENT COMMITMENT CONTRACT

TO: Business Mentors New Zealand Limited ("BMNZ") and its Agents and Mentors

1. I agree personally and on behalf of the Organisation that:

- (a) any assistance, oral or written, given by the Mentor(s) in connection with this Client Commitment Contract is given in good faith, on a voluntary, warranty-free basis without charge and not in the course of business;
- (b) except as specified in this Client Commitment Contract, I have no obligations or liabilities to, and the Organisation has no obligations or liabilities to, any of BMNZ, its Agents or the Mentor(s);
- (c) to the fullest extent permitted by law, none of BMNZ, its Agents or the Mentor(s) have any obligations or liabilities to me, the Organisation or any other person arising directly or indirectly out of or in connection with this Client Commitment Contract or the provision of the Mentoring Services, whether in tort (including negligence), contract or otherwise and I and the Organisation will jointly and severally indemnify each of BMNZ, its Agents and the Mentors in respect of any such obligations or liabilities that may nevertheless arise. For the avoidance of doubt, this clause 1(c) will survive termination of this Client Commitment Contract;
- (d) except where statute expressly requires otherwise, none of BMNZ, its Agents or the Mentor(s) are liable in any event for any loss of profits, or any consequential, indirect or special damage, loss or injury of any kind suffered by me, the Organisation or any other person;
- (e) the total aggregate liability of BMNZ, its Agents and the Mentor(s) (to the extent that such liability is not excluded under this Client Commitment Contract, and whether that liability arises in tort (including negligence), contract or otherwise) arising directly or indirectly out of or in connection with this Client Commitment Contract or the provision of the Mentoring Services, is limited to \$1,000;
- (f) none of BMNZ, its Agents or the Mentor(s) takes any responsibility for the success or failure of the Organisation or any of my business ventures and, to the fullest extent permitted by law, all warranties, guarantees, descriptions, representations and conditions, whether implied by law, based on any oral or written representations or otherwise that are not expressly set out in this Client Commitment Contract are excluded;
- (g) the Mentoring Services will be provided for such period as determined by BMNZ, its Agents or the Mentor(s), in their absolute discretion;
(For Auckland Council sponsored organisations registering under the Business Mentors Services Agreement this clause is restricted to 12 months)
- (h) either party may cancel the Mentoring Services at any time upon providing to the other party written notice of such intention to cancel;
(For Auckland Council sponsored organisations registering under the Business Mentors Services Agreement a 3 month notice period applies)
- (i) either I or the Organisation will make a contribution to the administrative costs incurred by BMNZ in connection with of the performance of the Mentoring Services by paying the Registration Fee which amount is non-refundable and is to be paid by me or the Organisation in accordance with the requirements of the online application process;

(For all organisations registering by way of a prepaid code this clause is not applicable)

- (j) any financial adviser services provided by the Mentor(s), when acting in their capacity as Mentor(s), is exempt from the Financial Advisors Act 2008. The Mentor(s) may therefore not be registered or authorised financial advisers under the Financial Advisors Act 2008. I acknowledge that I should seek professional independent financial advice when appropriate;
- (k) any use made by me of the BMNZ website will be in accordance with the terms of use of that website, as amended from time to time, available at <http://www.businessmentors.org.nz>;
- (l) BMNZ may vary these terms and conditions at any time by giving me 28 days prior notice in writing. Such notice will be deemed to have been given if sent to the email address held by BMNZ for me as at the date of the notice. If I do not agree with the variation BMNZ may withdraw the Mentoring Services; and
- (m) in addition to the right of cancellation set out in clause 1(h) above, BMNZ reserves the right to terminate this Client Commitment Contract at any time should I or the Organisation act unlawfully, breach the terms of this Client Commitment Contract, become or likely to become, insolvent or bring the name of BMNZ, its Agents or the Mentor(s) into disrepute.

2. I also agree personally and on behalf of the Organisation to:

- (a) advise the Mentor(s) of any major proposed changes to the Organisation including, without limitation, any change in the legal or ownership structure of the Organisation;
- (b) advise the Mentor(s) immediately of any notices received to indicate any legal action against, or insolvency of, me or the Organisation;
- (c) warn any Mentor who is at my place of work of any significant hazard that is in, or likely to arise in, my place of work (whether or not the significant hazard arises from work carried on there);
- (d) take all practicable steps to ensure that no Mentor is harmed by any hazard that is (or arises) in my place of work; and
- (e) take all practicable steps to ensure that no Mentor is harmed by the action or inaction of any of my employees while at work.

3. I acknowledge personally and on behalf of the Organisation that:

- (a) no representations are made as to the level of expertise held by the Mentor(s) or as to the nature or standard of the Mentoring Services;
- (b) any guidance or assistance provided by the Mentor(s) is not intended to be a substitute for professional advice; and
- (c) the Mentor is an independent volunteer and is not an agent of, or authorised to act as an agent of, BMNZ or any Agent.

4. I also acknowledge personally and on behalf of the Organisation that if I am dissatisfied with any aspect of the Mentoring Services, I should contact the relevant BMNZ local

Agent in the first instance. If matters remain unresolved I should then contact BMNZ's National Office. All complaints must be made by me in writing. Please refer to BMNZ's website for the contact details for each of the Agents and the BMNZ National Office.

5. For the purposes of this Client Commitment Contract:

- (a) "Agent" means an authorised agent or Regional Business Partner of BMNZ;
- (b) "Organisation" means the organisation in respect of which the Mentoring Services will be provided;
- (c) "Mentoring Services" means the mentoring services provided by BMNZ in connection with which the knowledge and skills of Mentors are made available to clients and the Organisation on a voluntary, warranty-free basis in accordance with the terms of this Client Commitment Contract and the Mentor Commitment Contract;
- (d) "Mentor(s)" means independent volunteer(s) appointed by BMNZ or its Agents to provide the Mentoring Services.
- (e) "Mentor Commitment Contract" means the contract governing the relationship between a Mentor and BMNZ, as amended from time to time.
- (f) "Privacy Policy" means the Privacy Policy available on BMNZ's website, as amended from time to time, at <http://www.businessmentors.org.nz>.
- (g) Where any provision of this Client Commitment Contract is expressed to be for the benefit of any person other than either party, such provision is intended to confer a benefit on such person, enforceable at the suit of that person, in terms of the Contracts (Privity) Act 1982 of New Zealand.

6. Governing Law

This Client Commitment Contract will be governed by and construed in accordance with the laws of New Zealand and that the parties hereby expressly submit to the non-exclusive jurisdiction of the courts of New Zealand.

7. Consent to communicate

By signing this Client Commitment Contract I consent personally and on behalf of the Organisation to BMNZ, its Agents or the Mentor(s) sending me and the Organisation commercial electronic messages (including BMNZ's regular newsletter) for any of the purposes set out in the Privacy Policy, including, without limitation, for the purposes of BMNZ and Beyond Consulting Limited administering and evaluating the Mentoring Services.

8. By signing this Client Commitment Contract I confirm personally and on behalf of the Organisation that the following matters are understood and accepted:

- (a) the terms and conditions of this Client Commitment Contract and the Privacy Policy;
- (b) mentors who provide the Mentoring Services are volunteers who give their time and share their knowledge and experience on a voluntary, warranty-free basis;
- (c) to gain the greatest benefit from the Mentoring Services I will need to:

- (i) plan in advance;
 - (ii) set aside adequate time for meeting with my Mentor;
 - (iii) respond to any contact messages left by my Mentor for me; and
 - (iv) share the responsibility for following up with my Mentor after our meetings; and
- (d) giving feedback on my experience of the Mentoring Services is of great help to BMNZ and I will complete the client satisfaction survey when it is sent to me three months after being matched to a Mentor.

I am duly authorised to sign this Client Commitment Contract on behalf of the Organisation.

DATED this [] day of [] 20 []

SIGNED by the **Client**:

SIGNED on behalf of **Business Mentors New Zealand Limited** by :

(Print name in full)

(Print name in full)

on own behalf and for

(Organisation name)