



PARTIES

1. **You** (“Mentee”);
2. **The Mentor allocated to You** (“Mentor”); and
3. **Māori Women’s Development Incorporated** (“MWDI”) having its registered office at Level 2, The Dominion Building, 78 Victoria Street, Wellington Central 6012 (Incorporated Number 866061; Charities Services Registration Number: CC49332),

together being the “Parties.”

BACKGROUND

- A. MWDI has a network of Business mentors, coaches and advisors. The Mentor is one such network member, and has skills and/or experience relevant to the requirements of the Mentee.
- B. The Mentee wishes to access the Mentor in order to gain guidance and support for its business development.
- C. The Parties agree that the relationship between them shall be as set out in this Agreement.

THE PARTIES AGREE:

1. Interpretation

- 1.1. In this Agreement, unless the context indicates otherwise:

“**Agent**” means a person authorised to act on behalf of MWDI as its agent, or a Regional Business Partner of MWDI;

“**Agreement**” means this Agreement;

“Privacy Policy” means the Privacy Policy of MWDI at [link to Privacy Policy];

“Services” means the services described in clause 2 of the Agreement;

“Term” means the term described in clause 4.

- 1.2. A reference to a document is to that document as amended, novated or replaced from time to time;
- 1.3. Clause headings are for ease of reference only and do not affect its interpretation;
- 1.4. A reference to a party to this Agreement or another document includes that party’s successors and permitted substitutes or assigns;
- 1.5. References to persons will include references to individuals, companies, corporations, partnerships, firm, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;
- 1.6. Words importing the singular number include the plural and vice versa; and
- 1.7. References to clauses and the schedule are to clauses in, and the schedule to, this Agreement.

2. Services

- 2.1. The Mentor has agreed to provide mentoring services to the Mentee, on the terms of this Agreement.
- 2.2. MWDI’s involvement is limited to identifying the Mentor, introducing the Mentor to the Mentee, sponsoring six sessions of mentoring and the monitoring and evaluation of progress. MWDI will not provide any other services to the Mentee under this Agreement.
- 2.3. The Services shall consist of meetings (in person, or by Skype or similar) and/or phone calls and/or email or other written communications between the Mentor and the Mentee from time to time, the exact content, frequency and duration of which will be as agreed between the Mentor and Mentee.
- 2.4. The Mentee shall not at any time be obliged to request or receive the Services from the Mentor.

- 2.5. The Mentor shall not at any time be obliged to continue to provide any Services to the Mentee beyond the Term, but if and to the extent that it does so, such services will be provided at a cost agreed between the Mentor and the Mentee.
- 2.6. The Parties acknowledge and agree that the Mentor is an independent contractor of MWDI and that nothing in this Agreement makes it or any other Party a partner, agent or legal representative of the other. For the avoidance of doubt, no Party has any authority to act for or to incur any obligation or liability on any other Party's behalf.

3. Mentee Acknowledgments and Obligations

- 3.1. The Mentee acknowledges and agrees that:
- (a) Any assistance, verbal or written, given by the Mentor in connection with this Agreement is given in good faith, on a warranty-free basis and in the course of business between the Mentee and the Mentor;
 - (b) Neither MWDI nor the Mentor take any responsibility for the success or failure of the Mentee or any of its business ventures and, to the fullest extent permitted by law, do not take responsibility for any warranties, guarantees, descriptions, representations and conditions, whether implied or based on any verbal or written representations or otherwise, that are not expressly set out in this Agreement;
 - (c) The Services will be provided for the Term;
 - (d) Any financial adviser services provided by the Mentor when acting in its capacity as Mentor are exempt from the Financial Advisers Act 2008 ("the Act"). The Mentor may therefore not be a "financial adviser" in accordance with the Act and that the Mentee should seek independent financial advice where appropriate;
 - (e) The Mentee shall advise the Mentor of any major proposed changes to the Mentee including without limitation any change in the legal or ownership structure of the Mentee;
 - (f) The Mentee shall advise the Mentor immediately of any notices received to indicate any legal action against, or insolvency of, the Mentee;

- (g) The Services do not constitute counselling, therapy or advice. The Mentee must disclose to the Mentor any issues that arise during the delivery of the Services for which the Mentee has previously or is having psychological or medical treatment or therapy; and
- (h) If the Services raise any matters that fall outside the scope of the Agreement, the Mentee shall seek an appropriate referral, or request the Mentor to do so on its behalf.

3.2 The Mentee further agrees to ensure its full engagement with, and participation in, the Services, and understands that its failure to do so will constitute a breach of this Agreement for the purposes of clause 4.2.

4. Term and Termination

- 4.1. This Agreement commences from the date of signing the Agreement and will continue for the length of time agreed by the Mentor and Mentee to complete six free sessions or until terminated by any Party (including but not limited to MWDI) by providing 3 days written notice to the others sent to the addresses given above (“the Term”).
- 4.2. Further to clause 4.1, MWDI reserves the right to terminate the Agreement immediately should the Mentee act unlawfully, breach the terms of the Agreement, become or is likely to become insolvent, or bring either of MWDI or the Mentor into disrepute.
- 4.3. Subject to clause 4.4, while this Agreement is in force, the Mentor and the Mentee will not either directly or through any intermediary enter into any other contract or arrangement as between them.
- 4.4. Notwithstanding clause 4.3, the existence of this Agreement shall not prevent the Mentor and the Mentee entering into a new and separate agreement if the Mentor begins providing services to the Mentee on a fee-paying basis, but if such an agreement is entered into, it shall replace and supersede this Agreement, which will automatically terminate. An exit form will need to be signed by both Parties and provided to MWDI for its records.

5. No Warranties

- 5.1. The Mentor makes no guarantee to the Mentee that the Services will be effective for the Mentee.
- 5.2. The Mentee acknowledges and agrees that:
 - (a) no representations are made as to the level of expertise held by the Mentor or as to the nature or standard of the Services; and
 - (b) any guidance or assistance provided by the Mentor is not intended to be a substitute for professional advice.

6. Liability

- 6.1. The Mentee shall not at any time be obliged to act on any information, suggestion, advice or guidance given by the Mentor as part of the Services, but if and to the extent that it does so, it shall do so at its own risk. The Mentee hereby unconditionally and irrevocably waives any rights of action it may have as against the Mentor and MWDI (and MWDI Agents) in relation to any such information, suggestions, advice or guidance. The Mentee is advised to take independent financial, legal or other appropriate professional advice before acting on any information, suggestion, advice or guidance given by the Mentor.
- 6.2. Except as specified in the Agreement the Mentee has no obligations or liabilities to MWDI or the Mentor.
- 6.3. To the fullest extent permitted by law, MWDI (and its Agents) and the Mentor have no (and will not have) obligations or liabilities to the Mentee or any other person arising directly or indirectly out of or in connection with this Agreement or the provision of the Services, whether in tort (including but not limited to negligence), contract or otherwise and the Mentee hereby indemnifies each of MWDI (and its Agents) and the Mentor in respect of any such obligations or liabilities that may nevertheless arise.
- 6.4. Except where statute expressly requires otherwise, neither MWDI (or its Agents) or the Mentor shall be liable in any event for any loss of profits, or any consequential, indirect or special damage, loss or injury of any kind suffered by the Mentee or any other person in connection with this Agreement.
- 6.5. Notwithstanding clauses 6.3 and 6.4, the total aggregate liability of MWDI (and its Agents) and the Mentor in relation to any matter arising directly or indirectly out of or in connection with this Agreement or the Services (to the extent that such liability is

not excluded under this Agreement or by law, and whether that liability arises in tort (including but not limited to negligence), contract or otherwise) is limited to \$1,000.00.

- 6.6. The Parties acknowledge that, to the extent that the Services are for the purposes of business, the Consumer Guarantees Act 1993 does not apply.

7. Confidentiality

- 7.1. The Mentor and the Mentee hereby permit MWDI to refer to the Mentee, the Mentor and the existence of the arrangement contemplated by this Agreement in any publication or material it may use to publicise and promote the work of MWDI.
- 7.2. Neither the Mentee nor the Mentor may use or mention MWDI's name, logo or any other intellectual property of MWDI in any of their publicity materials or in any announcement, without the prior written consent of MWDI.
- 7.3. The Mentee and the Mentor will keep in strict confidence the existence and content of this Agreement and the Mentee shall keep confidential all information, suggestions, advice or guidance provided by the Mentor as part of the Services.
- 7.4. The Parties will keep in strict confidence all and any information of a confidential nature which it obtains about either of the other Parties as a result of the arrangements contemplated by this Agreement. This clause shall not apply in relation to any information that is already available in the public domain, other than as a result of a breach of this clause by any Party.

8. Consent to Communicate

- 8.1. By signing this Agreement, the Mentee consents to MWDI, its agents and mentors sending the Mentee commercial electronic messages (including but not limited to MWDI's regular newsletter) for any of the purposes set out in the Privacy Policy, including without limitation, for the purposes of MWDI administering and evaluating the Services.

9. Intellectual Property

- 9.1. The Mentee has no proprietary rights in any of the intellectual property (registered or unregistered) used by the Mentor during the delivery of the Services.

9.2. Further to clause 9.1, the Mentee shall have no rights to use or reproduce any intellectual property (registered or unregistered) used by the Mentor except during the course of delivery of the Services.

10. Complaints

- 10.1. In the event that the Mentee has any concerns or complaints relating to the Mentor's practices the Mentee should first raise them with the Mentor. If the Mentee and Mentor are unable to resolve the issue in good faith between themselves, the Mentee may contact the National Office of MWDI in writing outlining its concerns. It is acknowledged that MWDI's contact details are provided on its website at www.mwdi.co.nz.
- 10.2. MWDI will endeavour to respond to the complaint within three to five working days. If the Mentee is still dissatisfied with the outcome it may contact the International Coaching Federation for an Ethical Conduct Review.

11. Fees (if applicable)

- 11.1. If, following delivery of the Services, the Mentee requires further services but cannot financially afford them, the Mentor will enter into discussions with MWDI, on the Mentee's behalf, for sponsorship of further services.
- 11.2. If the Mentee decides to continue and pay for further services with the Mentor, the fees will be as agreed between the Mentee and the Mentor and a separate contractual arrangement will be entered into.
- 11.3. As an independent contractor, the Mentor will invoice the Mentee directly, and payment by the Mentee must be made in accordance with the Mentor's invoicing terms. Should any fee be disputed, the dispute shall be resolved by the Mentor and Mentee between themselves with no involvement from MWDI.

12. Variation

- 12.1. MWDI may vary the terms of this Agreement at any time by providing the Mentee and Mentor with 28 days' prior written notice. Such notice will be deemed to have been given if sent to the email address held by MWDI for the Mentee and Mentor at the date of the notice.
- 12.2. If the Mentor or the Mentee do not agree with the varied terms, MWDI may withdraw the Services.

13. Independent Legal Advice

13.1. By signing this Agreement, the Mentee acknowledges that it has been advised to obtain independent legal advice before entering into this Agreement and has obtained such advice or has chosen not to do so.

14. Miscellaneous

14.1. A person who is not a party to this Agreement shall not have any rights under or in connection with it.

14.2. This Agreement shall be governed by, and construed in accordance with, New Zealand law, and the Parties irrevocably submit to the exclusive jurisdiction of the courts of New Zealand.

14.3. Clauses 6 to 9 (inclusive) and 14 shall survive termination of this Agreement.

15. Acceptance of the Above Terms

15.1 By checking the box below labelled "I accept," the Mentee accepts the terms and conditions of this Agreement and acknowledges it has entered into a legally binding contract with the Parties.

Agreed on this date

Mentee signature:

I accept yes