

Services Agreement

C.E.A SMITH AND KOREY GIBSON · 24 AUGUST 2026 · AGR-2026-0001

1. Who this is between

Us: Richard Smith, trading as C.E.A Smith, Blenheim, New Zealand. "We", "us".

You: Korey Gibson, of Palmerston North, New Zealand. "You".

If you would rather a company signed this instead of you personally, tell us the registered name and company number and we will reissue it in that name before anyone signs. Nothing else changes.

2. What it covers

This agreement covers **every business, brand and website you own or control**, and it is signed once. It stays in place as businesses are added, renamed, restructured or sold.

The businesses we know about today are:

- Amohia
- Peak Nation Player Management
- Whai
- Kiwa Eco Escapes
- Rapua Te Hikurangi
- Wākāinga
- Fit Futures Academy

Naming a business here does not commit you to anything for it and does not start any work or any cost. A business only becomes live work when it has a Schedule and you have said yes to it. Anything not on this list is covered too, from the moment it has a Schedule.

3. How work starts, and how it gets added later

There are no prices in this agreement. That is deliberate. Prices live in two places that can both change without either of us signing anything again:

- **The Rate Card** is everything we offer and what each item costs. We send it to you and we keep it current.
- **A Schedule** is one page for one business, saying what we are doing for it, what it costs to set up and what it costs each month.

We send the Schedules separately, one at a time, after you have accepted this agreement. You sign this once. Each Schedule then comes to you on its own, as that piece of work is ready to start, so you are only ever looking at one decision.

Adding something is three steps and none of them is a new contract:

1. You tell us what you want. A line from the Rate Card, or a description if it is not on there.
2. We confirm the price and the start date in writing, on the Rate Card price for a listed item or with a quote for anything that is not.
3. You reply yes. It becomes a Schedule and it appears on that business's next invoice.

Stopping one item works the same way in reverse and does not touch anything else.

4. What you pay

- **A setup fee**, once per Schedule, invoiced when that Schedule starts.
- **A monthly fee**, per Schedule, invoiced monthly in advance from its start date.
- **10% off every setup fee, on every Schedule, for as long as this agreement runs.** It appears as its own line on every quote and every invoice, so you can always see it. Monthly fees are charged at the Rate Card price and are not discounted.
- **One invoice per business**, with every item on its own line. Each business gets its own invoice so you can see exactly what that business costs, hand it to whoever looks after that business, and stop any single line without affecting anything else.
- Every figure is in **New Zealand dollars and excludes GST**, added at the rate in force on the invoice date.
- Invoices are due **14 days from the invoice date**.

Rate Card prices are held for 12 months from the date on it. After that we may update it, and anything you are already running keeps the price you started on for as long as you keep running it. A price change never applies to something already on a Schedule.

5. What we do, and what we do not

Each Schedule says what is included for that business. Work outside a Schedule is quoted before it starts, never assumed and never invoiced as a surprise.

Three things we will not do, on any Schedule, at any price:

1. Publish anything about your business that is not true. No invented reviews, no invented credentials, no results we cannot show you the source of.
2. Use your material, your photographs or your cultural material outside the work you have asked us to do, or pass any of it to anyone else.
3. Publish or share anything you have told us to keep off a site or keep private. Rapua Te Hikurangi is the example that matters: whakapapa about named living or deceased people is not published, and it is not shared with anybody.

Being straight about backups. We back up the sites we run, so anything that is on a site we host is also held in our backups for a period, and the same is true of any file you send us. That is what makes a site recoverable. If you want something removed from the backups as well as from the site, tell us and we will remove it. We would rather tell you that plainly than promise you we hold nothing.

We also treat one thing you have asked for as a term rather than a preference: **the ownership structure of your group is not shown publicly** on any site or document we produce.

6. What we need from you

A named person who can answer questions and approve work, and access to the accounts a Schedule needs. Where a Schedule depends on something only you can supply, it is named in that Schedule.

7. Who owns what, and how you get it back

Your content and your work are yours. Everything we build for you becomes your property once the setup fee for that Schedule is paid: the website, the code, the content, the design and anything you have written or supplied. Your customer data is yours at all times and is never held back for any reason.

We hold the infrastructure while we run it. Your domain names, hosting and the platform accounts your sites depend on sit in C.E.A Smith accounts. That is how we keep everything patched, renewed, monitored and fixed without asking you for a password, and it is why nothing on your sites is ever one forgotten renewal away from going dark.

You can have a domain any time you ask, and this is the part that matters. Say the word, in writing, and we transfer it to you. Specifically:

- **No fee.** Not now, not on the way out, not ever.
- **No conditions.** We do not hold a domain over an invoice, a dispute, or a decision to leave.
- **Within 10 working days** of your written request.
- **If you have a Cloudflare account** it is an account-to-account move, usually done the same day. You will get an email asking you to accept it and you have five days to do so. **If you do not**, we open the domain's lock and give you the transfer authorisation code so you can take it to any registrar you like.
- **While you are with us we keep it renewed.** If you leave, we transfer it or give you written notice well before it could ever expire. We will not let a domain lapse.

The registration is held in the C.E.A Smith account. You are not the registered holder while we manage it, and this section is how you become the holder whenever you want to be. We would rather you read that here than find it at a WHOIS lookup.

We may show the work in our portfolio and case studies unless you tell us not to. Tell us in writing at any time and we will take it down.

8. Confidentiality

Neither of us repeats the other's private business information outside our own organisation. That includes anything either of us learns about the other's finances, plans, customers or staff.

This survives the end of this agreement.

9. Stopping

Any Schedule can be ended by either of us with **30 days written notice**. Ending one Schedule does not end the others and does not end this agreement.

Monthly fees stop at the end of the notice period. Setup fees already invoiced remain payable. We will not hold your website, your domain or your accounts to get paid.

10. Change of control

If a business covered by a Schedule is sold, restructured or transferred:

- You may transfer that Schedule to the new owner, and we will not unreasonably refuse. The new owner takes on the same terms.
- If the new owner does not want to continue, either side may end that Schedule on 30 days notice.
- Setup fees already invoiced remain payable by you, not by the buyer, unless the sale agreement says otherwise and we have agreed to it in writing.
- Everything in section 7 still applies. The work goes with the business.

You confirm you are entitled to enter into each Schedule for the business it names.

11. If something goes wrong

We will fix our own mistakes at our cost. Beyond that, what either of us can claim from the other is limited to the fees paid under the affected Schedule in the three months before the problem arose. Neither of us is liable for lost profit or indirect loss.

Nothing here limits anything that cannot be limited by law.

12. The rest

This agreement and its Schedules are the whole agreement between us. Changes are in writing. New Zealand law applies.

SIGNATURES

C.E.A Smith

Name: Richard Smith Signature: _____ Date: _____

Korey Gibson

Name: _____ Signature: _____ Date: _____