

## Terms and Conditions 2026

Nicari Legal Limited, (9380172), NZBN: 9429053210227 is a registered New Zealand Limited Company and operates as a document and process serving business.

### 1. Definitions

In these Terms and Conditions:

“Nicari Legal”, “we”, “us”, or “our” means Nicari Legal Limited.

“Client”, “you”, or “your” means the person or entity engaging Nicari Legal to provide services.

“Server” means a Nicari Legal Director or contractor who carries out process or document service.

“Service” means the process or document service provided by Nicari Legal.

“Attempted Serve” means any attempt by Nicari Legal to deliver documents in accordance with instructions.

“Confidential Information” means any information disclosed by Nicari Legal or the Client relating to the Services, including documents, templates, processes, systems, and know how.

### 2. Scope of Services

2.1 Nicari Legal provides process and document service only. We do not provide legal, professional, or personal advice.

2.2 While services are overseen by a Barrister of the High Court of New Zealand for compliance, we are not a law firm.

2.3 The Client is responsible for ensuring that all documents, instructions, and addresses are accurate, lawful, and complete.

2.4 Nicari Legal may, at its sole discretion, refuse to provide any Service without being required to provide a reason. Refusal may occur due to a conflict of interest, operational constraints, or any other internal reason.

### 3. Provision of Documents

3.1 All documents for service must be submitted by email to [admin@nicarilegal.co.nz](mailto:admin@nicarilegal.co.nz).

3.2 Personal information is handled according to our Privacy Policy, available at [www.nicarilegal.co.nz](http://www.nicarilegal.co.nz) or on request.



#### **4. Impartiality**

Nicari Legal acts as a neutral service provider. Our Servers will not provide opinions or advice on the content of documents or engage with the recipient beyond confirming identity and obtaining acknowledgment of service.

#### **5. Health and Safety**

5.1 If a Server assesses any risk to health or safety during service, they may terminate the attempt immediately.

5.2 The Client is responsible for the Server's time, travel costs, and any report arising from an aborted or unsuccessful serve.

5.3 Nicari Legal is not liable for unsuccessful attempts, including those caused by environmental conditions, threats towards the Server, or other factors beyond our control.

#### **6. Client Warranties**

By engaging Nicari Legal, the Client warrants that:

- (a) They have authority to instruct Nicari Legal;
- (b) Documents are accurate, complete, and lawful;
- (c) Addresses and contact information are correct;
- (d) The instructions comply with all applicable laws.

#### **7. Fees and Payment**

7.1 All fees for Services are as set out in Nicari Legal's **current Fees Sheet**, available on request.

7.2 By instructing Nicari Legal, the Client agrees to pay the fees in accordance with the Fees Sheet.

7.3 Full payment of all invoices is due within **30 days** of issue.

7.4 If payment is delayed due to Legal Aid or other approved reasons, the Client must notify Nicari Legal at [admin@nicarilegal.co.nz](mailto:admin@nicarilegal.co.nz).

7.5 Late payments incur **interest at 20% per annum**, calculated daily, until paid in full.

7.6 Fees for aborted or cancelled services remain payable in proportion to work already performed, as detailed in the Fees Sheet.



## **8. Limitation of Liability**

8.1 To the maximum extent permitted by law, Nicari Legal and its contractors exclude all liability for any loss, damage, or costs arising from:

- (a) reliance on our services or website;
- (b) incomplete, inaccurate, or unlawful documents;
- (c) unsuccessful or delayed service;
- (d) any indirect, consequential, or special losses.

8.2 Liability for any claim shall not exceed the total fees paid by the Client for the specific Service giving rise to the claim.

## **9. Indemnity**

The Client indemnifies Nicari Legal and its contractors against any claims, losses, costs, or damages arising from:

- (a) unlawful or incorrect instructions;
- (b) breach of these Terms;
- (c) actions of third parties caused by the Client's instructions;
- (d) violation of any applicable laws.

## **10. Confidentiality**

10.1 Both parties must keep Confidential Information secret and secure.

10.2 Confidential Information may only be disclosed:

- (a) as necessary to perform the Service;
- (b) as required by law; or
- (c) to professional advisers bound by confidentiality.

10.3 This obligation survives the completion of any service or termination of these Terms.

## **11. Force Majeure**

Nicari Legal is not liable for failure or delay in performing services caused by events outside our reasonable control, including but not limited to; natural disasters, weather, police, intervention, refusal of service acceptance.

## **12. Website Use**

12.1 Information on [www.nicarilegal.co.nz](http://www.nicarilegal.co.nz) is for general purposes only and should not be relied on as legal advice.



12.2 You must not use the website to engage in unlawful or misleading conduct.

### **13. Governing Law and Jurisdiction**

These Terms are governed by New Zealand law and any disputes will be subject to the exclusive jurisdiction of the courts of New Zealand.

### **14. Variation of Terms**

Nicari Legal may update these Terms from time to time. Continued use of our services constitutes acceptance of the updated Terms.

### **15. Severability**

If any part of these Terms is held invalid or unenforceable, the remainder remains in full effect.

### **16. Acceptance**

By instructing Nicari Legal, the Client agrees to these Terms and Conditions.