



FUNDING AGREEMENT FOR INDEPENDENT LEGAL SUPPORT FOR NZCRS HOMEOWNERS

DATED the 15th day of July 2024

BETWEEN The Sovereign in Right of New Zealand acting by and through the Secretary for Business, Innovation & Employment and Chief Executive, Te Tumu Whakarae mō Hikina Whakatutuki (“**Ministry**”)

AND **Community Law Centres o Aotearoa Incorporated (CLCA)** of PO Box 24005, Wellington 6142 and **Community Law Canterbury / Te Tura Whaanui o Waitaha (CLC)** Incorporated (“**Recipient**”)

BACKGROUND

The Ministry wishes to contribute to the Project by providing funding from the appropriation set out in the Details on the terms set out in this Agreement.

AGREEMENT

The Ministry will pay the Funding to the Recipient, and the Recipient accepts the Funding, on the terms and conditions set out in Schedule 1 (Details) and Schedule 2 (Funding Agreement Standard Terms and Conditions).

Signed by the Sovereign in Right of New Zealand acting by and through Te Tumu Whakarae mō Hikina Whakatutuki, Secretary for Business, Innovation & Employment and Chief Executive of the **Ministry of Business, Innovation and Employment** or their authorised delegate:

s 9(2)(a)

Signature

Carolyn Tremain
Secretary for Business, Innovation & Employment
and Chief Executive
Te Tumu Whakarae mō Hikina Whakatutuki

15 July 2024

Date

Signed for and on behalf of
Community Law Centres o Aotearoa
Incorporated by:

Signature

Print Full Name

Print Title

Date

Signed for and on behalf of
Community Law Canterbury / Te Tura
Whaanui o Waitaha Incorporated by:

s 9(2)(a)

Signature

Lawrence Arthur Kimberley

Print Full Name

Chief Executive

Print Title

17 July 2024

Date

Released under the
Official Information Act 1982

SCHEDULE 1 – DETAILS

1 Context

New Zealand Claims Resolution Service (NZCRS) aims to provide an easily accessible legal support system to provide residential homeowners affected by a natural disaster specific legal advice on their situation and options for progression of their claims, enabling them to make informed decisions and receive their full insurance entitlements.

2 Appropriation and approval process (Background)

In Budget 2023 NZCRS was allocated funding of \$6.465 million in the 2023/24 financial year and outyears. At the time this funding was approved, it was acknowledged that additional funding may be required for NZCRS to scale-up resources and support services to meet demand. These funds are allocated under the Vote Business, Science and Innovation with the appropriation minister being the Minister of Commerce and Consumer Affairs.

3 Funding (clause 2, Schedule 2)

The total amount of the Funding is:

A fixed fee of **s 9(2)(b)(ii)** per annum. This is to be invoiced monthly at a charge totalling **s 9(2)(b)(ii)**

- a. The fixed fee is based on the Recipient providing the services of a legal team of **s 9(2)(b)(ii)** lawyers (FTE) or the equivalent in part time lawyers **s 9(2)(b)(ii)** and a contribution of approximately **s 9(2)(b)(ii)**. The Ministry reserves the right to reduce funding if **s 9(2)(b)(ii)** is not maintained.
- b. In addition to the fixed fee, reasonable disbursements may be incurred. These must be agreed in writing by NZCRS prior to being incurred and be in accordance with the Ministry's current Sensitive Expenditure policy and Delegations policy. Disbursements not agreed in writing will not be reimbursed.
- c. Additional short-term funding may be provided in the event of a major natural disaster, equivalent in size and scale to the recent Cyclone Gabrielle/Auckland weather events in February 2023. In the event of such a major natural disaster occurring and there being no additional funding secured, or where there are a series of smaller events, the Recipient will use its best endeavours to provide a level of service to the Ministry reflective of the resources

available within its legal team of s 9(2)(b)(ii) It is envisaged the parties would work together in such situations to prioritise the timing of the provision of the Services.

4 **Project** (clause 2, 3, Schedule 2)

The Ministry has selected the Recipient for the provision of an independent legal support system to assist homeowners impacted by natural disasters, seeking advice on their residential insurance claims. The Recipient is responsible for the day-to-day delivery of independent legal advice and guidance to homeowners when they are referred by NZCRS who may be uncertain, confused or in dispute with their insurer.

5 **Project Tasks** (clause 2.6(a), Schedule 2)

The Recipient will:

1) Maintain a team of s 9(2)(b)(ii) solicitors or the equivalent in part time solicitors (the Team) that will provide the following services (the Services) to NZCRS homeowners (but not limited to, subject to the proviso below):

- a. Advising on the terms of any settlement agreements;
- b. Advising on the terms of dispute resolution agreements;
- c. Providing written advice to homeowners, including the background to the claim, the outstanding issue(s), and an analysis of the merits of the homeowner's claim with reference to case law that may or may not support the homeowner's position. In addition, where appropriate, an assessment of whether it would be beneficial for the homeowner to make an application to a relevant alternative Dispute Resolution process, including but not limited to, the Canterbury Earthquakes Insurance Tribunal, the NZCRS IDRS processes, the Insurance and Financial Services Ombudsman Scheme or the New Zealand Ombudsman. The Recipient's written advice would be available for the homeowner to attach to their application;
- d. Preparation of engineering referrals to Engineering New Zealand, including for an initial appraisal, peer review or facilitation;
- e. Advising on parties' contributory negligence in the context of On Sold properties in Canterbury;
- f. Advising on complex land issues, such as land subject to hazard notices and the impact on an insurance/EQC Toka Tū Ake/Natural Hazards Commission claim;

- g. Advising on shared land structures/property where claim settlement payments are processed to various owners; and
- h. Advising on policy entitlements and/or entitlements provided by EQC Toka Tū Ake/Natural Hazards Commission.

The specific nature of the advice provided will continue to evolve over time and adapt to the needs of homeowners supported by NZCRS, provided that the evolution of the advice provided must reflect that the legal expertise of the Team is in insurance law.

Legal advice provided by the Recipient will be subject to legal privilege as per the Terms of Engagement executed by the homeowner and the Recipient. Any written advice provided to the homeowner by the Recipient may be stored by NZCRS on the iViis portal, provided the homeowner agrees and it is visible to only the homeowner and NZCRS. Except as agreed in the consent from (as set up between the Recipient and the homeowner at the beginning of the engagement), any sharing with a third party or use of the written advice by the Ministry or its agents is not to be undertaken without the prior written consent of the Recipient.

2) s 9(2)(b)(ii)

- 3) Attend and participate in the NZCRS Legal Advisory Group or any other NZCRS Advisory Group and NZCRS Team meetings as and when reasonably required.

6 **Payment terms** (clause 2, Schedule 2)

Monthly payments for legal services provided by recipient as invoiced

- The Ministry will pay the Recipient for services provided to the Ministry's satisfaction in accordance with this Agreement plus agreed and prior approved disbursements as follows:

Instalment (plus GST (if any))	Date	Milestone
s 9(2)(b)(ii) per month plus agreed disbursements	Monthly in arrears by the 20 th day of the next calendar month.	Services provided to the Ministry's satisfaction as specified in the Monthly report.

7 **Commencement Date** (clause 4.1 Schedule 2)

1 July 2024

8 **Completion Date** (clause 2.6(b), Schedule 2)

[REDACTED]

The Ministry will advise the Recipient in writing on or before [REDACTED] whether they wish to renew this Funding Agreement from the end of the Completion Date for a further two [REDACTED] (Renewal Period). Both parties reserve the right to renegotiate during the month of [REDACTED] the terms of this Agreement for the Renewal Period to ensure there is alignment between volumes of work, the service provision, and funding, such that all amendment(s) to the terms of this Agreement are known and agreed before [REDACTED]

9 **Reporting Requirements** (clause 5.1, Schedule 2)

Monthly reporting 5 Business Days following the end of each calendar month and within 20 Business Days of the Completion Date.

10 **Content of Report** (clause 5.1, Schedule 2)

Each monthly report must include:

- (a) Summary of legal advice (summary of key points of type of advice) provided in the last month: number of hours of legal advice provided in the last month to each named property owner, description of the issue to which the legal support given to each property owner relates and the number of cases closed;
- (b) Total hours on each referral for the last month and total hours to date;
- (c) A summary of other agreed expenditure to date – travel, title searches etc; (referenced above Clause 3(b))
- (d) Plans for the next calendar month including planned travel to/from;
- (e) Any issues arising or expected to arise with the Project or this Agreement; and
- (f) Any other information reasonably requested by the Ministry and reflective that this is a fixed fee contract for the delivery of the Project Tasks.

11. **Termination**

Reflective of the right of termination provided to the Ministry under clause 4.2 of Schedule 2, the Recipient may terminate this Agreement at any time by giving at least 90 Business Days' notice to the Ministry, where it decides, in its sole discretion, that it can no longer fulfil its obligations under this Agreement.

12. Address for Notices (clause 12.5, Schedule 2)

Ministry	Recipient
Ministry of Business, Innovation & Employment 15 Stout Street PO Box 1473 WELLINGTON	Community Law Centres o Aotearoa Incorporated and Community Law Canterbury / Te Tura Whaanui o Waitaha Incorporated
Email: Darren.Wright@nzcrs.govt.nz Attention: Darren Wright	Email: s 9(2)(a) [REDACTED] Attention: s 9(2)(a) [REDACTED]

Released under the
Official Information Act 1982

FUNDING AGREEMENT STANDARD TERMS AND CONDITIONS - SCHEDULE 2

1. Interpretation

1.1 In this Agreement, the following terms have the following meanings:

“**Agreement**” means this agreement, including Schedule 1 and this Schedule 2;

“**Business Day**” means any day not being a Saturday or Sunday or public holiday within the meaning of section 44 of the Holidays Act 2003;

“**Commencement Date**” means the commencement date set out in the Details or, if no commencement date is set out, the date of this Agreement.

“**Completion Date**” has the meaning given in the Details;

“**Confidential Information**” includes all information and data (in any form) concerning the organisation, administration, operation, business, clients, finance, and methods of the Ministry, including any information provided by the Ministry under or in connection with this Agreement;

“**Details**” means Schedule 1;

“**Funding**” means the funding amount set out in the Details;

“**GST**” means goods and services tax within the meaning of the Goods and Services Tax Act 1985;

“**Intellectual Property Rights**” includes copyright and all rights conferred under statute, common law or equity in relation to inventions (including patents), registered or unregistered trade marks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity;

“**Parties**” means the Ministry and the Recipient and their respective successors and permitted assigns;

“**Project**” means the project described in the Details; and

“**Project Tasks**” means the project tasks (if any) set out in the Details which must be

completed by the Recipient before a Funding payment is made by the Ministry.

1.2 References to clauses and Schedules are to clauses and Schedules of this Agreement and references to persons include bodies corporate, unincorporated associations or partnerships.

1.3 The headings in this Agreement are for convenience only and have no legal effect.

1.4 The singular includes the plural and vice versa.

1.5 “Including” and similar words do not imply any limitation.

1.6 References to a statute include references to that statute as amended or replaced from time to time.

1.7 Monetary references are references to New Zealand currency.

1.8 If there is any conflict of meaning between the Details and Schedule 2, Schedule 2 will prevail.

2. Funding

2.1 The Ministry must pay the Funding at the rate and in the manner set out in the Details. The Funding is the total amount payable by the Ministry for the Project.

2.2 The Recipient must provide a valid GST invoice to the Ministry for all Funding due in the manner set out in the Details. The invoice must:

- a. be sent directly to the Ministry in PDF format via email to mbie.invoices@mbie.govt.nz;
- b. be copied to the relevant Ministry contact as set out in paragraph 13 of the Details;
- c. include sufficient information reasonably required to enable the Ministry to validate the claim for payment including a reference to this Agreement (under which the invoice is issued);
- d. be clearly and legibly marked to

Ministry staff as advised by the Ministry to the Recipient from time to time.

- 2.3 The Ministry is not obliged to make any payment under this Agreement until an invoice which complies with clause 2.2 has been received by it from the Recipient. Payments will be made to the credit of a bank account to be designated in writing by the Recipient.
- 2.4 The Funding is inclusive of all taxation except GST. The Ministry will be entitled to deduct any withholding tax required to be withheld by law from payments made to the Recipient and will not be required to gross-up or increase any such payments in respect of such amounts withheld.
- 2.5 The Recipient must use the Funding only to carry out the Project in accordance with this Agreement.
- 2.6 In consideration of the Funding, the Recipient must:
- (a) complete each Project Task (if any) by the relevant payment date set out in the Details;
 - (b) complete the Project to the Ministry's satisfaction by the Completion Date;
 - (c) carry out the Project in accordance with:
 - (i) the methodology (if any) set out in the Details;
 - (ii) the best currently accepted principles and practice applicable to the field(s) of expertise relating to the Project; and
 - (iii) all applicable laws, regulations, rules and professional codes of conduct or practice; and
 - (d) refund any unspent Funding to the Ministry within 10 Business Days of the Completion Date.
- 2.7 Where all of the monies received by the Recipient to carry out the Project (including the Funding) exceeds the total cost of the Project, the Recipient must refund to the Ministry the excess amount. The Recipient is not required to refund, under this

clause 2.7, any amount that exceeds the total amount of Funding.

3. Project Progress

- 3.1 If:
- (a) the Ministry is not satisfied with the progress of the Project;
 - (b) the Recipient does or omits to do something, or any matter concerning the Recipient comes to the Ministry's attention, which, in the Ministry's opinion, may damage the business or reputation of the Ministry; or
 - (c) the Recipient breaches any of its obligations under this Agreement, the Ministry may (without limiting its other remedies):
 - (d) renegotiate this Agreement with the Recipient; or
 - (e) terminate this Agreement immediately by notice to the Recipient, and clause 4.4, 4.5 and 4.6 will apply.

4. Term and Termination

- 4.1 Subject to clauses 4.2 and 4.3, this Agreement will commence on the Commencement Date and expire when:
- (a) the final report is completed and provided to the Ministry; and
 - (b) the Project is completed, to the satisfaction of the Ministry.
- 4.2 The Ministry may terminate this Agreement at any time by giving at least 10 Business Days' notice to the Recipient.
- 4.3 The Ministry may terminate this Agreement immediately by giving notice to the Recipient, if the Recipient:
- (a) is in breach of any of its obligations under this Agreement and that breach is not capable of being remedied;
 - (b) fails to remedy any breach of its obligations under this Agreement within 5 Business Days of receipt of notice of the breach from the Ministry;

- (c) does or omits to do something, or any matter concerning the Recipient comes to the Ministry's attention, which in the Ministry's opinion may cause damage to the business or reputation of the Ministry or of the Government of New Zealand;
 - (d) has given or gives any information to the Ministry which is misleading or inaccurate in any material respect; or
 - (e) becomes insolvent, bankrupt or subject to any form of insolvency action or administration.
- 4.4 Termination of this Agreement is without prejudice to the rights and obligations of the Parties accrued up to and including the date of termination.
- 4.5 On termination of this Agreement, the Ministry may (without limiting any of its other rights or remedies):
- (a) require the Recipient to provide evidence of how the Funding has been spent; and/or
 - (b) require the Recipient to refund to the Ministry:
 - (i) any of the Funding that has not been spent or committed by the Recipient. For the purposes of this clause, Funding is committed where it has been provided or promised to a third party for the purpose of carrying out the Project and the Recipient, after using reasonable endeavours, is unable to secure a refund or release from that promise (as the case may be); or
 - (ii) the proportion of the Funding that equates to the uncompleted part of the Project, as reasonably determined by the Ministry ; and/or
 - (c) if the Funding has been misused, or misappropriated, by the Recipient, require the Recipient to refund all Funding paid up to the date of termination, together with interest at the rate of 10% per annum from the date the Recipient was paid the money to the date the Recipient returns the money.
- 4.6 Upon Termination or expiry, the Recipient will cooperate with the incoming service provider to ensure continuation of legal support services for the Ministry and homeowners as well as general matters such as case law documentation held by CLC to be provided. Charges for Exit Services: Hourly rate of \$300, up to a maximum of 8 hours per day.
- 4.7 The provisions of this Agreement relating to termination (clause 4), audit and record-keeping (clause 5.2(b), (c) and (d)), warranties (clause 6), intellectual property (clause 7), confidentiality (clause 8), and liability and insurance (clause 9) will continue after the expiry or termination of this Agreement.
- 5. Reporting Requirements and Audit**
- 5.1 The Recipient must report on the progress of the Project to the Ministry:
- (a) as set out in the Details;
 - (b) as otherwise reasonably required by the Ministry; and
 - (c) in any format and on any medium reasonably required by the Ministry.
- 5.2 The Recipient must:
- (a) maintain true and accurate records in connection with the use of the Funding and the carrying out of the Project sufficient to enable the Ministry to meet its obligations under the Public Finance Act 1989 and retain such records for at least 7 years after termination or expiry of this Agreement;
 - (b) permit the Ministry, at the Ministry's expense, to inspect or audit (using an auditor nominated by the Ministry), from time to time until 7 years after termination or expiry of this Agreement, all records relevant to this Agreement;
 - (c) allow the Ministry reasonable access to the Recipient's premises or other premises where the Project is being carried out; and

- (d) appoint a reputable firm of chartered accountants as auditors to audit its financial statements in relation to the use of the Funding;

6. Warranties

6.1 Each Party warrants to the other Party that it has full power and authority to enter into and perform its obligations under this Agreement which, when executed, will constitute binding obligations on it in accordance with this Agreement's terms.

6.2 The Recipient warrants that:

- (a) it is not insolvent or bankrupt and no action has been taken to initiate any form of insolvency administration in relation to the Recipient;
- (b) all information provided by it to the Ministry in connection with this Agreement was, at the time it was provided, true, complete and accurate in all material respects; and
- (c) it is not aware of any material information that has not been disclosed to the Ministry which may, if disclosed, materially adversely affect the decision of the Ministry whether to provide the Funding.

7. Intellectual Property

7.1 All Intellectual Property Rights in the reports provided under clause 5.1 will be owned by the Ministry from the date the reports are created or developed, provided that the Recipient may use the information contained in the reports for the sole purpose of performing its obligations under this Agreement during the Term.

7.2 All intellectual property produced by the Recipient or its employees or contractors in relation to the Project is, on creation, jointly owned by the Ministry and the Recipient. Each Party may use (which includes modifying, developing, assigning, or licensing) such intellectual property without obtaining the prior consent of the other Party. On request, the Recipient must provide to the Ministry such intellectual property in any format, and on any medium, reasonably requested by the Ministry.

7.3 The Recipient must ensure that material created or developed in connection with the Project does not infringe the Intellectual Property Rights of any person.

8. Confidentiality

8.1 The Recipient must:

- (a) keep the Confidential Information confidential at all times;
- (b) not disclose any Confidential Information to any person other than its employees or contractors to whom disclosure is necessary for purposes of the Project or this Agreement;
- (c) effect and maintain adequate security measures to safeguard the Confidential Information from access or use by unauthorised persons; and
- (d) ensure that any employees or contractors to whom it discloses the Confidential information are aware of, and comply with, the provisions of this clause 8.

8.2 The obligations of confidentiality in clause 8.1 do not apply to any disclosure of Confidential Information:

- (a) to the extent that such disclosure is necessary for the purposes of completing the Project;
- (b) required by law; or
- (c) where the information has become public other than through a breach of the obligation of confidentiality in this clause 8 by the Recipient, or its employees or contractors, or was disclosed to a Party on a non-confidential basis by a third party.

8.3 The Recipient must obtain the Ministry's prior written agreement over the form and content of any public statement made by the Recipient relating to this Agreement, the Funding, or the Project.

9. Liability and Insurance

9.1 The Ministry is not liable for any loss of profit, loss of revenue or other indirect, consequential or incidental loss or damage arising under or in connection with this Agreement.

- 9.2 The maximum liability of the Ministry under or in connection with this Agreement whether arising in contract, tort (including negligence) or otherwise is the total amount which would be payable under this Agreement if the Project had been carried out in accordance with this Agreement.
- 9.3 The Recipient (including its employees, agents, and contractors, if any) is not an employee, agent or partner of the Ministry or of the Chief Executive of the Ministry. At no time will the Ministry have any liability to meet any of the Recipient's obligations under the Health and Safety at Work Act 2015 or to pay to the Recipient:
- (a) holiday pay, sick pay or any other payment under the Holidays Act 2003; or
 - (b) redundancy or any other form of severance pay; or
 - (c) taxes or levies, including any levies under the Accident Compensation Act 2001.
- 9.4 The Recipient indemnifies the Ministry against any claim, liability, loss or expense (including legal fees on a solicitor own client basis) ("loss") brought or threatened against, or incurred by the Ministry, arising from or in connection with a breach of this Agreement by the Recipient or the Project, or from the negligence or wilful misconduct of the Recipient, its employees or contractors.
- 9.5 Where any person has entered into this Agreement as an independent trustee of the trust named in Schedule 1, the Ministry acknowledges that the trustee has no interest in any of the assets of the trust other than as trustee. Except where the independent trustee acts fraudulently, they are liable under this Agreement only to the extent of the value of the assets of the trust available to meet the Recipient's liability, plus any amount by which the value of those assets has been diminished by any breach of trust caused by the trustee's wilful default or dishonesty.
- 9.6 Where any person enters into this Agreement as a trustee of a trust, then (in addition to their representation and warranty in clause 6.1) they warrant that:
- (a) they have signed this Agreement in accordance with the terms of the trust;
 - (b) they have the right to be indemnified from the assets of the trust; and
 - (c) all trustees of the trust have approved entry into this Agreement.
- 9.7 The Recipient must effect and maintain for the term of this Agreement:
- (a) adequate insurance to cover standard commercial risks; and
 - (b) other insurance reasonably required by the Ministry.
- 9.8 The Recipient must, upon request by the Ministry, provide the Ministry with evidence of its compliance with clauses 9.6 and 9.7.
- 10. Dispute Resolution**
- 10.1 The Parties will attempt to resolve any dispute or difference that may arise under or in connection with this Agreement amicably and in good faith, referring the dispute to the Parties' senior managers for resolution if necessary.
- 10.2 If the Parties' senior managers are unable to resolve the dispute within 10 Business Days of it being referred to them, the Parties will refer the dispute to mediation or another form of alternative dispute resolution agreed between the Parties.
- 10.3 If a dispute is referred to mediation, the mediation will be conducted by a single mediator appointed by the Parties (or if they cannot agree, appointed by the Chair of Resolution Institute) and on the terms of the Resolution Institute standard mediation agreement (unless the Parties agree otherwise). The Parties will pay their own costs relating to any mediation or other form of alternative dispute resolution (unless they agree otherwise).
- 10.4 The Parties must continue to perform their obligations under this Agreement as far as possible as if no dispute had arisen pending final resolution of the dispute.

10.5 Nothing in this clause 10 precludes either Party from taking immediate steps to seek urgent relief before a New Zealand Court.

11. Force Majeure

11.1 Neither Party will be liable to the other for any failure to perform its obligations under this Agreement by reason of any cause or circumstance beyond the Party's reasonable control including, acts of God, communication line failures, power failures, riots, strikes, lock-outs, labour disputes, fires, war, flood, earthquake or other disaster, or governmental action after the date of this Agreement ("Force Majeure Event"). The Party affected must:

- (a) notify the other Party as soon as practicable after the Force Majeure Event occurs and provide full information concerning the Force Majeure Event including an estimate of the time likely to be required to overcome it;
- (b) use its best endeavours to overcome the Force Majeure Event; and
- (c) continue to perform its obligations as far as practicable.

12. General

12.1 A waiver by either Party of any rights arising from any breach of any term of this Agreement will not be a continuing waiver of any other rights arising from any other breaches of the same or other terms or conditions of this Agreement. No failure or delay on the part of either Party in the exercise of any right or remedy in this Agreement will operate as a waiver. No single or partial exercise of any such right or remedy will preclude any other or further exercise of that or any other right or remedy.

12.2 Assignment:

- (a) The Recipient must not assign, delegate, subcontract or transfer any or all of its rights and obligations under this Agreement. The Recipient remains liable for performance of its obligations under this Agreement

despite any approved subcontracting or assignment.

- (b) If the Recipient is a company, any transfer of shares, or other arrangement affecting the Recipient or its holding company which results in a change in the effective control of the Recipient is deemed to be an assignment subject to clause 12.2(a).

12.3 This Agreement may only be varied by agreement in writing signed by the Parties.

12.4 If any part or provision of this Agreement is invalid, unenforceable or in conflict with the law, the invalid or unenforceable part or provision will be replaced with a provision which, as far as possible, accomplishes the original purpose of the part or provision. The remainder of the Agreement will be binding on the Parties.

12.5 Any notice to be given under this Agreement must be in writing and hand delivered or sent by email or post to the Parties' respective email address, postal address as set out in the Details. A notice is deemed to be received:

- (a) if personally delivered when delivered; or
- (b) if posted, three Business Days after posting;
- (c) if sent by email, at the time the email enters the Recipient's information system as evidenced by a delivery receipt requested by the sender and it is not returned undelivered or as an error,

provided that any notice received after 5pm or on a day which is not a Business Day shall be deemed not to have been received until the next Business Day.

12.6 This Agreement sets out the entire agreement and understanding of the Parties and supersedes all prior oral or written agreements, understandings or arrangements relating to its subject matter.

12.7 This Agreement may be signed in any number of counterparts (including emailed copies) and provided that each Party has

signed a counterpart, the counterparts, when taken together, will constitute a binding and enforceable agreement between the Parties.

12.8 This Agreement will be governed by and construed in accordance with the laws of New Zealand.

13. Health and Safety

13.1 The Recipient must promptly notify the Ministry of any notifiable events under the Health and Safety at Work Act 2015 that occur in the performance of the Agreement or that have the potential to

impact the performance of the Agreement.

13.2 The Ministry may suspend this Agreement immediately by giving written notice to the Recipient if the Ministry has what it considers are material concerns about the Recipient's health and safety practices. Upon notice of the suspension, the Recipient will have an opportunity to rectify the health and safety issue(s) specified in the notice to the satisfaction of the Ministry. If the health and safety issue(s) specified in the notice are not rectified to the satisfaction of the Ministry within 20 Business Days, the Ministry may terminate the Agreement immediately under clause 4.3.

Released under the
Official Information Act 1982