

WAIMAKARIRI DISTRICT COUNCIL (WDC) - PURCHASE ORDER TERMS AND CONDITIONS

These Terms apply to all Purchase Orders issued by WDC on or after **[31 AUGUST 2025]** until further notice.

1. Definitions

1.1 Unless otherwise specified, the following definitions apply in these Terms:

- (a) **Business Day** means any day other than a Saturday, Sunday, public holiday (as that term is defined in section 5(1) of the Holidays Act 2003) in Canterbury, New Zealand or any day from 26 December up to and including 2 January (inclusive). A Business Day starts at 8.30am and ends at 5.00pm.
- (b) **WDC** means the Waimakariri District Council, a district council constituted pursuant to the Local Government Act 2002.
- (c) **Confidential Information** means information that:
 - (i) is by its nature confidential;
 - (ii) is marked by a Party as 'confidential', 'in confidence', 'restricted' or 'commercial in confidence';
 - (iii) is provided by either Party, or a third party 'in confidence';
 - (iv) a Party knows or ought to know is confidential; or
 - (v) is of a sensitive nature or commercially sensitive to a Party; and
 - (vi) includes the terms of the Contract and these Terms.
- (d) **Delivery** means, in the case of Goods, the delivery of the Goods in good order to, and/or the provision of the Services to, WDC's satisfaction and accepted by a duly authorised representative of WDC at a location nominated by WDC or as specified in the PO and Deliver has a corresponding meaning.
- (e) **Force Majeure Event** means an event that is beyond the reasonable control of the Party immediately affected by the event. A Force Majeure Event does not include any risk or event that the Party claiming could have prevented or overcome by taking reasonable care. Examples include:
 - (i) acts of God, lightning strikes, earthquakes, tsunamis, volcanic eruptions, floods, storms, explosions, fires, pandemics, epidemics and any natural disaster;
 - (ii) acts of government authority, whether lawful or unlawful;
 - (iii) acts of war (whether declared or not), invasion, actions of foreign enemies, military mobilisation, requisition or embargo;
- (iv) acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution or military usurped power or civil war;
- (v) contamination by radioactivity from nuclear substances or germ warfare or any other such hazardous properties; or
- (vi) industrial action.
- (f) **Goods** means the goods, materials or substances specified in the PO and all parts or components of the same.
- (g) **GST** means goods and services tax prescribed by the provisions of the Goods and Services Tax Act 1985, at the rate prevailing from time to time.
- (h) **HSWA** means the Health and Safety at Work Act 2015.
- (i) **Intellectual Property Rights** means all intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.
- (j) **Minimum Wage Rate** means the New Zealand Wage hourly rate, as designated by the Minimum Wage Act 1983 from time-to-time.
- (k) **Modern Slavery Practices** means any activity, practice or conduct that would constitute an offence in relation to slavery, forced labour, bonded labour, involuntary servitude, debt bondage, human trafficking, forced or servile marriage, the sale and exploitation of children and other slavery-like exploitation as prohibited or defined as a modern slavery offence under anti-slavery and human trafficking laws, statutes and codes from time to time in force and applicable to the Supplier and its related companies.
- (l) **Parties** means WDC and the Supplier and Party means either one of them.
- (m) **Personnel** means all individuals engaged by either Party in relation to these Terms. Examples include: the owner of the business, its directors, employees, officers, contractors, subcontractors, agents, external consultants, specialists, technical support, co-opted or seconded staff and other persons under that person's control (including any Personnel (as defined in this paragraph) of any subcontractor).
- (n) **PO** means an official WDC purchase order which may be placed with the Supplier from time to time containing a reference to these Terms, and which includes any Specifications or other documents referred to in the PO.
- (o) **PO Number** means the number set out in the PO as relating to that particular purchase.
- (p) **Services** means the services specified in the PO to be provided or performed by the Supplier.
- (q) **Specifications** means any technical or other specifications relating to the Goods or Services attached to or referred to in the PO.

- (r) **Supplier** means the person, firm, company or corporate entity to whom WDC issues an PO and/or with whom WDC agrees that these Terms apply and includes its Personnel.

- (s) **Terms** means these terms and conditions

2. Interpretation

- 2.1 Unless otherwise specified, the following rules of interpretation apply in these Terms:

- (a) References to the **Parties** include their respective executors, administrators, successors and permitted assignees.
- (b) References to the words **including, include** or similar words do not imply any limitation and are deemed to have the words without limitation following them.
- (c) An obligation **not to do anything** includes an obligation not to suffer, permit or cause that thing to be done.
- (d) References to a **statute** or **statutory provision** means a New Zealand statute or statutory provision and shall include all statutes or statutory provisions amending, consolidating or replacing that statute or statutory provision referred to, and any regulations, codes, orders in council and other instruments issued or made under that statute or statutory provision.
- (e) References to **written** or in **writing** shall include all modes of presenting or reproducing words, figures and symbols in a visible form (including via email).
- (f) References to **time** and **dates** are to time and dates in New Zealand.
- (g) References to **\$** are references to New Zealand dollars.

3. Formation of the Contract

- 3.1 Subject to clause 3.2, this contract for the sale and purchase of Goods and/or Services (**Contract**) will be formed on the Supplier's acceptance of a PO (whether verbally, by written acknowledgement or by Delivery) and will embody the terms of the relevant PO and these Terms. The Supplier will be deemed to have accepted these Terms by providing Goods and/or Services to WDC.
- 3.2 Despite any other provision in these Terms or any terms and conditions which the Supplier may provide in connection with the supply of the Goods and/or Services:
- (a) If the parties have entered into a contract for the provision of the Goods and/or Services which has been subject to effective negotiation between the Parties (**Negotiated Contract**), the terms of that Negotiated Contract will apply and prevail over any other inconsistent terms and conditions (including these Terms).

- (b) In the absence of a Negotiated Contract, these Terms will apply and will prevail over any other terms and conditions the Supplier may provide. WDC does not accept delivery of Goods and/or Services pursuant to any terms and conditions provided by a Supplier.

- 3.3 The terms of the relevant PO together with these Terms or, if clause 3.2(a) applies, the terms of the Negotiated Contract, comprise the entire agreement of the parties in relation to the supply of Goods and/or Services and supersede any previous discussions, arrangements and representations between the Parties.

- 3.4 POs may be placed by any department of WDC. In all such cases, WDC is the principal contracting party and is solely responsible for the obligations arising under the Contract.

- 3.5 If the PO is not accepted by the Supplier's verbal or written acknowledgement or Delivery within 10 Business Days of the date of the PO, WDC may cancel a PO by written notice to the Supplier.

4. Price and Payment

- 4.1 The price of the Goods or Services will be as set out in the PO and includes all costs and expenses incurred by the Supplier in relation to provision of the Goods and/or Services. If no price is specified in the PO, the Supplier must confirm the price with WDC before the supply of the Goods and/or Services. WDC will not be bound to pay for the Goods and/or Services unless WDC has agreed to the price in writing before the Goods and/or Services are supplied. The price set out in the PO or agreed between the Supplier and WDC for the Contract may not be amended without the prior written agreement of WDC.

- 4.2 The Supplier must, following Delivery of the Goods and/or Services, send valid GST invoices (if GST is applicable) to WDC in the manner specified in clause 4.4 below.

- 4.3 The Supplier must ensure that all invoices, packing slips, advice notes and correspondence contain the PO Number and any other information that WDC may request.

- 4.4 The Supplier's invoice must:

- (a) be typewritten (either computer generated or typed), and must not be handwritten;
- (b) be sent by email to creditors@wmk.govt.nz, and cc'd to the WDC representative responsible for the PO with the Supplier;
- (c) include the Supplier's GST number and any other information for a valid GST invoice (if applicable);
- (d) include the relevant PO Number;
- (e) include a description of the Goods and/or Services supplied and any relevant dates of supply or Delivery; and
- (f) show the total price payable by WDC, with details of how this amount has been derived.

- 4.5 The Supplier acknowledges that payment may be delayed if WDC's invoicing and payment process requirements are not followed by the Supplier.

- 4.6 Subject to compliance with these Terms, there not being manifest errors or discrepancies and on presentation of a valid tax invoice, the Supplier's invoice for the Goods and/or Services will be paid by WDC in accordance with the following:
- (a) on or before the 5th Business Day of the month, WDC will pay that invoice by the 20th calendar day of that month; or
 - (b) after the 5th Business Day of the month, WDC will pay that invoice by the 20th calendar day of the following month.
- 4.7 Payment will be made by direct credit to the bank account nominated by the Supplier in writing or specified by the Supplier in the Supplier's invoice.
- 4.8 If any part of an invoice or the Delivery of the Goods and/or Services is disputed by WDC, WDC may withhold payment of the relevant invoice or any part of it until such time as the dispute is resolved.
- 4.9 In making payment for the Goods and/or Services, WDC may withhold, deduct or set off any amount that was previously overpaid or any amount recoverable by WDC from the Supplier under the Contract or otherwise.

5. Minimum Wage Rate

- 5.1 The Supplier must ensure that each person employed or engaged by the Supplier in relation to a PO is paid, for each hour worked at a rate no less than the Minimum Wage Rate.
- 5.2 If required by WDC, the Supplier will, within five Business Days of receiving a request from WDC, provide to WDC reasonable evidence of its compliance with clause 5.1.
- 5.3 Where the Supplier subcontracts the Services, it must ensure that each of its subcontractors comply with the requirements of clause 5.1.

6. Packing and Delivery

- 6.1 The Supplier must have a valid PO Number before supplying Goods and/or Services.
- 6.2 Goods supplied against an invalid PO Number (or without packing slips marked with the valid PO Number) may be returned at the Supplier's expense including the cost of packing, transporting, insuring and handling of the rejected Goods.
- 6.3 The Supplier will adequately pack and protect the Goods against damage and deterioration, at the Supplier's expense.
- 6.4 WDC shall have the right to inspect the Goods prior to Delivery and the Supplier shall give WDC access to the Supplier's premises for such purpose during its normal working hours.
- 6.5 The Supplier must on Delivery of the Goods send detailed advice notes (packing slips) with the Goods to each delivery point.
- 6.6 The Supplier must Deliver the Goods and/or Services not later than the date/s and time/s specified in the PO or, if no date and/or time is specified in the PO, within a reasonable time of the date and/or time specified in the PO. Time is of the essence. If the Supplier fails to deliver the Goods or Supply the Services by the specified Delivery date(s), WDC shall be entitled to

terminate the PO, either in whole or in part, by notice in writing.

- 6.7 The Supplier shall notify WDC as soon as reasonably practicable upon becoming aware of any matter or circumstance which will, or is reasonably anticipated to, prevent, impede or delay the supply of Goods or Services.
- 6.8 WDC accepts no responsibility for the Delivery of the Goods and/or Services (unless otherwise agreed in writing) or for packing materials or cases.
- 6.9 Unless otherwise agreed in writing, the Supplier shall be responsible for the cost of and arranging Delivery (including all packaging, transportation, insurance and handling costs).
- 6.10 The Supplier will supply the Goods and/or Services in a manner which avoids or minimises any obstruction, disruption or interference with the conduct of WDC's business (and that of its customers) or the operation of WDC's facilities.

7. Passing of Title and Risk

Subject to WDC's rights under clause 6 and clause 9.1, risk and title to the Goods will pass to WDC on Delivery.

8. Warranties

- 8.1 In addition to all other warranties, conditions or other terms expressed or implied by law or otherwise, the Supplier warrants to WDC that:
- (a) the Goods and/or Services will comply and conform with any Specifications supplied by WDC or agreed between the parties, will be fit for any purpose that WDC makes known to the Supplier and will comply with all applicable legislation, regulations and codes of practice;
 - (b) the Goods will be appropriately packaged, packed and securely stored until completion of Delivery and installation by the Supplier (if applicable) to minimise the risk of damage, deterioration and theft;
 - (c) the Goods will, where applicable, be properly installed and integrated into, and will be compatible with and will not damage, WDC's systems and other property;
 - (d) at the time of Delivery, the Goods will be free of any security interest as defined in the Personal Property Securities Act 1999, lien or other encumbrance;
 - (e) the Goods will, for at least 24 months from the date of Delivery (or such longer period as is reasonable taking into account the nature of the Goods), be fit for the expected use and purpose and be free from any defect in design, materials, workmanship or title;
 - (f) the Supplier has all Intellectual Property Rights relating to the Goods and/or Services required for the Goods and/or Services to be provided to WDC and neither the Goods and/or Services, nor the provision or use of the Goods and/or Services by WDC will breach any Intellectual Property Rights;
 - (g) the Services will be carried out with reasonable care, diligence and skill and performed by persons with the requisite skill and experience to

the appropriate professional standard or in accordance with good industry practice as would be expected from a leading supplier in the relevant industry;

- (h) the Supplier will deliver the Services in a manner that is culturally appropriate for Māori, Pacific and other ethnic groups, and that respects the personal privacy and dignity of all participants and stakeholders;
- (i) the Supplier will at all times hold all consents, accreditations, licences and permits required to carry out the Services or supply the Goods in full compliance with all applicable laws, and will on request provide WDC with evidence of the same (and of the qualifications and certifications of its Personnel); and
- (j) the warranties noted above are in addition to any statutory and third party manufacturer or supplier warranties applicable to the Goods. The Supplier assigns and will pass on the benefit of any third party manufacturer or supplier warranties.

9. Default and Cancellation

9.1 If the Supplier breaches any term of the Contract, then at the sole option of WDC, and without prejudice to any other remedy or right, WDC may:

- (a) if the term relates to Goods, reject the Goods in whole or in part and return the Goods to the Supplier at the Supplier's risk and expense including the cost of packing, transporting, insuring and handling the rejected Goods and the Supplier must immediately reimburse WDC for any monies paid in respect of the returned Goods. All Goods rejected by WDC pursuant to this clause must be removed from WDC's premises by the Supplier at the Supplier's cost within 2 Business Days of WDC notifying the Supplier of its intention to reject the Goods and the location from which the Supplier shall collect the rejected Goods;
- (b) if the term relates to Goods, require the Supplier to promptly replace, repair, reinstate or re-supply the Goods at the Supplier's expense so that they conform to the Contract and Specifications or may have the Goods replaced, repaired or re-supplied by another person and recover the cost of doing so from the Supplier;
- (c) if the term relates to Services, require the Supplier to promptly reperform the Services to the required standard at the Supplier's expense or may have the Services re-supplied by another person and recover the cost of doing so from the Supplier;
- (d) if the term relates to health and safety, immediately terminate (or suspend Supplier's performance of) this Contract in whole or in part and/or any PO by written notice to Supplier; and/or
- (e) suspend payment for the Goods and/or Services until the breach has been remedied to WDC's reasonable satisfaction. Any costs incurred by WDC as a result of any breach of this Contract by the Supplier, and any enforcement action taken by WDC, shall be immediately reimbursed by the Supplier.

9.2 Either Party may terminate the Contract or cancel any PO effective immediately by notice in writing to the other Party if that other Party:

- (a) commits a material breach of the Contract which is incapable of remedy; or
- (b) breaches any provision of the Contract which is capable of remedy and fails to remedy the breach within 10 Business Days of the first Party giving written notice to the defaulting Party specifying the breach and requiring it to be remedied.

9.3 Either Party may, by written notice to the other Party, terminate the Contract or cancel any PO immediately if the other Party becomes bankrupt, ceases to carry on business, goes into liquidation, becomes insolvent, appoints a receiver administrator or enters into a formal proposal for a compromise with its creditors under the Companies Act 1993, or ceases for any reason to continue in business or to supply the Goods or Services.

9.4 Subject to WDC's rights of deduction or set-off, WDC will pay the Supplier for any Goods and/or Services validly provided up to the date of termination.

9.5 No failure or delay on the part of WDC to exercise any of its rights in respect of any default by the Supplier will prejudice WDC's rights in connection with that default or any subsequent default.

9.6 The parties agree that the provisions of clauses 7 to 20 survive termination or expiry of the Contract.

10. Force Majeure

10.1 Neither Party will be liable to the other for any failure to perform its obligations under this Contract to the extent the failure is due to a Force Majeure Event.

10.2 A Party who wishes to claim suspension of its obligations due to a Force Majeure Event must notify the other Party as soon as reasonably practicable. The notice must state:

- (a) the nature of the circumstances giving rise to the Force Majeure Event;
- (b) the extent of that Party's inability to perform under this Contract;
- (c) the likely duration of that non-performance; and
- (d) details of what steps are being taken to minimise the impact of the Force Majeure Event on the performance of this Contract.

10.3 If a Party is unable to perform any obligations under this Contract for thirty (30) Business Days or more due to a Force Majeure Event, the other Party may terminate this Contract immediately by giving notice to the non-performing Party.

11. Indemnity, Liability and Records

11.1 The Supplier will fully protect, indemnify and hold harmless WDC and its Personnel from and against any liability, losses, damages, actions, proceedings, claims, demands, costs and expenses including solicitor and own client costs, incurred in connection with any breach by the Supplier of any term of the Contract, including, for the avoidance of doubt where such loss arises from the Goods and/or Services supplied or performed (as the case may be) pursuant to the Contract, or the negligent or wrongful act or default of the Supplier or its Personnel.

- 11.2 The indemnity in clause 11.1 will not apply to the extent that any losses, damages, costs, actions, proceedings, claims and demands which WDC incurs is proven to have arisen from WDC's own fraud, negligence, wilful misconduct or default.
- 11.3 To the fullest extent permitted by law, WDC's liability under the Contract, whether arising in contract, tort (including negligence) or otherwise, is limited to the purchase price of the relevant Goods or Services.
- 11.3 Neither Party shall be liable for any consequential, special or indirect loss (including loss of profits, loss of business, loss of goodwill, loss of opportunity or other economic loss) howsoever caused.
- 11.4 The Supplier must keep full records and documentation in relation to the Goods and/or Services and this Contract (**Records**) and provide copies of Records to WDC on reasonable request, and immediately notify WDC of any disclosure requests the Supplier receives (including under the Local Government Official Information and Meetings Act 1987 (**LGOIMA**)).

12. Relationship between Parties

- 12.1 Nothing in the Contract should be interpreted as constituting either WDC or the Supplier, an agent, partner or employee of the other and neither Party will have the authority to act for or to incur any obligation on behalf of the other Party except as expressly provided for in the Contract.
- 12.2 WDC's relationship with the Supplier is not exclusive. Nothing in this Contract shall:
- (a) require WDC to engage the Supplier to provide any particular Goods and/or Services (including any minimum volume of Goods and/or Services, minimum amount of fees or minimum number of PO's);
 - (b) prevent or otherwise restrict WDC from acquiring goods and/or services the same or similar to the Goods and/or Services from any other person; or
 - (c) prevent or otherwise restrict the Supplier from providing goods and/or services the same or similar to the Goods and/or Services to any other person.
- 12.3 WDC may carry out a review of the Supplier's performance under this Contract at any time following reasonable prior notice. The Supplier agrees to co-operate fully with WDC (and its nominated representative) in relation to, and fully participate in, such review, including by providing full access to the Supplier's premises, Personnel and records. The third party costs of the review will be met by WDC unless the review demonstrates a breach by the Supplier of its obligations under this Contract, in which case such costs will be met by the Supplier. Each Party will bear their own costs incurred in undertaking and participating in the review.

13. Confidentiality

- 13.1 Each Party confirms that it has adequate security measures to safeguard the other Party's Confidential Information from unauthorised access, or use by third parties, and that it will not use or disclose the other Party's Confidential Information to any person or organisation other than:
- (a) if these Terms authorise disclosure of the Confidential Information;

- (b) to the extent necessary to deliver the Services;
- (c) if the other Party gives prior written approval to the use or disclosure;
- (d) if the use or disclosure is required by law (including under LGOIMA); or
- (e) in relation to disclosure, if the information has already become public, other than through a breach of the obligation of confidentiality by one of the Parties.

- 13.2 Each Party will ensure that its Personnel who are involved with delivery of the Services:

- (a) are aware of the confidentiality obligations in these Terms; and
- (b) do not use or disclose any of the other Party's Confidential Information except as allowed by these Terms.

14. Health and Safety

- 14.1 The Supplier will:

- (a) perform and ensure its Personnel perform the Supplier's obligations under the Contract in compliance with the HSWA and any other relevant health and safety standards; and
- (b) consult, cooperate and coordinate with WDC as much as necessary to ensure both Parties discharge their obligations under, and comply with, the HSWA.

- 14.2 In relation to this Contract the Supplier will:

- (a) comply with its own health and safety plan, policies and practices, and all reasonable, lawful instructions of WDC relating to health and safety;
- (b) observe WDC's policies and procedures if present on WDC's premises, including those relating to health and safety and security requirements, as notified to the Supplier from time to time;
- (c) maintain proper systems, records and documentation to comply with its obligations under the HSWA and allow WDC to take any reasonable measures to assess the Supplier's compliance with its obligations, including requesting and receiving information and conducting site visits;
- (d) make sure that work sites are, at all times, kept in a clean, tidy, safe and secure condition that is in no way a risk to the health and safety of any person;
- (e) ensure that:
 - (i) it has in place a health and safety management plan that is appropriate for the delivery of the Goods and/or Services;
 - (ii) all 'notifiable events' (as that term is defined in the HSWA) arising during the term of these Terms are reported to WorkSafe and WDC in a timely manner in accordance with HSWA;
 - (iii) any notice issued or other investigation or enforcement action taken by WorkSafe, or any other person, under the HSWA is reported to WDC as soon as practicable after the Supplier becomes aware of the investigation, notice or action;

- (iv) all such events, as well as near misses or exposures that the Supplier becomes aware of in the course of Delivery of the Goods and/or Services, together with any notice issued or other investigation or enforcement action taken by WorkSafe or any other person under HSWA, are reported to WDC as soon as practicable of it becoming aware of the event, notice or action;
 - (v) it reports regularly to WDC on any material health and safety matters, together with steps taken to eliminate, mitigate or otherwise address that risk; and
 - (vi) it investigates all such events to understand their cause, and upon request from WDC, provides to WDC any information and reports prepared as a result of such investigations.
- 14.3 WDC accepts no liability suffered by the Supplier or any third party for the Supplier's failure to comply with its obligations pursuant to the HSWA

15. Intellectual Property

- 15.1 All Intellectual Property Rights owned by either Party and existing prior to the commencement of the supply of Goods and /or Services will remain the exclusive property of that Party.
- 15.2 The Supplier agrees that all new Intellectual Property Rights that arise or are created by the Supplier or any of the Supplier's Personnel in the course of supplying the Goods and/or Services will be WDC's exclusive property. This Supplier irrevocably assigns, and will sign such documents and do such other things as may be required to assign, all such new Intellectual Property Rights to WDC at no extra cost.
- 15.3 The Supplier grants to WDC a transferable, perpetual, royalty free, sub-licensable and non-exclusive licence to use any pre-existing Intellectual Property Rights in the Goods and/or Services owned by the Supplier to enable WDC to receive the full benefit of the Goods and/or Services and use, copy, modify and distribute the Goods and/or Services.

16. Assignment and Subcontracting

- 16.1 The Supplier may not assign, subcontract or otherwise transfer any of its rights, benefits or obligations under the Contract without the prior written consent of WDC. A change in the management or control of the Supplier or the sale of a major part of the Supplier's business or assets will be deemed to be an assignment for the purposes of this clause.
- 16.2 Where WDC consents to the Supplier assigning, subcontracting or transferring any of its obligations under, or aspect of, this Contract to a third party, the Supplier will remain fully responsible for all obligations to WDC under the Contract.

17. Notices

- 17.1 All notices and other communications to be given under these Terms must be in writing in English and be addressed to the Party to whom it is to be sent at the physical address or email address from time to time designated by that Party in writing to the other Party.

- 17.2 Any notice or communication given under these Terms shall be deemed to have been received:

- (a) at the time of delivery, if delivered by hand;
- (b) three Business Days after the date of mailing, if sent by ordinary post within New Zealand; or
- (c) if sent by email, on the date and time at which it enters the recipient's information system, as evidenced (if required by the recipient, where delivery is disputed) in a confirmation of delivery report from the sender's information system which indicates that the email was sent to the email address of the recipient without the sender receiving any "out of office" auto-reply or other indication of non-receipt.

- 17.3 Any notice or communication received or deemed received after 5.00pm or on a day which is not a Business Day in the place to which it is delivered, posted or sent will be deemed not to have been received until the next Business Day in that place.

18. Regulatory Capacity

- 18.1 To the extent that WDC has regulatory authority or powers (Regulatory Capacity), this Contract does not bind or fetter WDC in its Regulatory Capacity.
- 18.2 The Supplier will not be entitled to any damages or other payment should WDC, acting in its Regulatory Capacity, either decline any consent or permission, issue any consent or permission on terms that are unsatisfactory to any Party or for any act or omission by WDC in its Regulatory Capacity.

19. Probity

- 19.1 The Supplier must at all times comply (and ensure that its subcontractors comply) with the Supplier Code of Conduct available here: <https://www.procurement.govt.nz/suppliers/supplier-code-of-conduct/> issued by the Ministry of Business, Innovation and Employment, and any other codes of conduct provided to the Supplier by WDC during the Contract.
- 19.2 The Supplier continuously warrants that it, and its Personnel will not engage in Modern Slavery Practices. The Supplier further warrants that:
- (a) neither it nor any of its directors has been convicted of any offence involving Modern Slavery Practices; and
 - (b) to the best of its knowledge, it is not the subject of any investigation or inquiry by any governmental, administrative or regulatory body regarding any offence of alleged offence of or in connection to any form of Modern Slavery Practices; and
 - (c) upon receiving reasonable notice from WDC, provide WDC with access to any of its premises, facilities and records, to allow WDC to carry out an inspection and audit to assess the Supplier's compliance with this clause 19.

20. General

- 20.1 Compliance with Laws: Each Party agrees that it will, at all times, comply with all laws, regulations and orders in carrying out its obligations under these Terms.

- 20.2 Insurance: The Supplier must take out and maintain reasonable insurance cover with a reputable insurer in respect of its potential liability under these Terms. If requested by the WDC, the Supplier agrees to provide WDC with a certificate confirming the insurance cover. As a minimum requirement, the Supplier must hold public liability insurance for an amount not less than \$2 million per event and, if the Goods or Services require or include design or advisory work, the Supplier must also hold professional indemnity insurance for at least \$2 million per event.
- 20.3 Good faith: The Parties agree that they will at all times act in good faith towards each other.
- 20.4 Capacity: Each Party warrants and represents to the other Party that:
- (a) it has full power and authority to agree to these Terms;
 - (b) all consents, authorisations and approvals that are necessary or required for that Party in connection with agreeing to these Terms, and the assumption of rights and obligations under them, have been obtained or effected; and
 - (c) the agreement to and performance pursuant to these Terms does not constitute a breach of any law or obligation by which that Party is bound and which would prevent it from agreeing to or performing its obligations under these Terms.
- 20.5 Severability: If any provision of these Terms is found by a court or other competent authority to be void or unenforceable, such provision will be deemed to be deleted from these Terms and the remaining provisions of these Terms will continue in full force and effect.
- 20.6 Reputation: The Supplier agrees not to (and to take reasonable steps to procure that its Personnel not to) do any act or make any statement that may harm the reputation of WDC or bring WDC into disrepute.
- 20.7 Conflict of Interest: The Supplier warrants that, as at the date of the Order and for so long as a Contract is in place, it has no conflict of interest (whether actual, potential, or perceived) (Conflict) in providing the Goods and/or Services pursuant to this Contract. The Supplier must use its best endeavours to avoid situations that may lead to a Conflict and must immediately notify WDC in writing if a Conflict arises in relation to the supply of Goods and/or the performance of Services.
- 20.8 Variation: Neither the Contract or these Terms may be amended or varied in any way unless such amendment or variation is made in writing and signed by each Party.
- 20.9 Disputes: The parties will attempt to settle any disputes arising from or relating to this Contract or the delivery of the Goods or Services by good faith discussion, consultation, negotiation or other informal means.
- 20.10 Governing law and jurisdiction: This Contract, and any claims arising out of or in connection with it or its subject matter or formation (including non-contractual claims), will be governed by and construed in accordance with the laws of New Zealand and the Parties irrevocably submit to the exclusive jurisdiction of the courts of New Zealand for any matter arising under or relating to this Contract or its subject matter or formation or the relationships established by it (including non-contractual claims).