



25 May 2026

Ref: DOIA-REQ-0031045

James

Email: [fyi-request-34484-d0d4383b@requests.fyi.org.nz](mailto:fyi-request-34484-d0d4383b@requests.fyi.org.nz)

Tēnā koe James

Thank you for your request of 13 April 2026 to the Ministry of Business, Innovation and Employment (MBIE) requesting, under the Official Information Act 1982 (the Act), the following information:

*details of all contracts if any, between MBIE and the Manukau Urban Māori Authority for the following years: 2020, 2021, 2022, 2023, 2024, 2025.*

*Any contract noted should include contract dollar value, length of contract (start and finish date) and contract name/what is it for.*

Please find attached a spreadsheet extract detailing contracts between MBIE and the Manukau Urban Māori Authority, and copies of those contracts.

Please note some information has been withheld under section 9(2)(a) of the Act, to protect the privacy of natural persons. I do not consider that the withholding of this information is outweighed by public interest considerations in making the information available.

If you wish to discuss any aspect of your request or this response, or if you require any further assistance, please contact [OIA@mbie.govt.nz](mailto:OIA@mbie.govt.nz).

You have the right to seek an investigation and review by the Ombudsman of this decision. Information about how to make a complaint is available at [www.ombudsman.parliament.nz](http://www.ombudsman.parliament.nz) or freephone 0800 802 602.

Nāku noa, nā

Simon Gallagher  
**Manager Consumer Services**  
Business & Consumer



## Contracts

### TechoOne Contracts module

Contract	101261	105393	102688	107275
<b>Description</b>	Waka Aronui Motor Vehicle Social Leasing Scheme	Waka Aronui Motor Vehicle Social Leasing Scheme	Waka Aronui Motor Vehicle Social Leasing Scheme	MBIE- Waka Aronui MUMA Funding Agreement
<b>Narrative</b>	Part funding for a 3 year pilot delivered by MUMA with support from Ākina, and funding from the NZ Transport Agency, Auckland Council, not for profit, philanthropic sources. Consumer Protection involvement is to build consumer capability in the car purchasing landscape.	Part funding for a 3 year pilot delivered by MUMA with support from Ākina, and funding from the NZ Transport Agency, Auckland Council, not for profit, philanthropic sources. Consumer Protection involvement is to build consumer capability in the car purchasing landscape.	Part funding for a 3 year pilot delivered by MUMA with support from Ākina, and funding from the NZ Transport Agency, Auckland Council, not for profit, philanthropic sources. Consumer Protection involvement is to build consumer capability in the car purchasing landscape.	Part funding for a 3 year pilot delivered by MUMA with support from Ākina, and funding from the NZ Transport Agency, Auckland Council, not for profit, philanthropic sources. Consumer Protection involvement is to build consumer capability in the car purchasing landscape.
<b>Reference</b>	00017557	00017557	00017198	
<b>Parties</b>	Manukau Urban Maori Authority Incorporated	Manukau Urban Maori Authority Incorporated	Manukau Urban Maori Authority Incorporated	Manukau Urban Maori Authority Incorporated
<b>Contract Officer</b>	Raviena Varmman	Raviena Varmman	Tina Bogaard	Raviena Varmman
<b>Contract Manager</b>	Simon Gallagher	Simon Gallagher	Mark Hollingsworth	Simon Gallagher
<b>Contract Status</b>	Complete	Complete	Complete	Complete
<b>Stage</b>	Complete	Complete	Complete	Complete
<b>Contract Type</b>	Supply Contract	Supply Contract	Supply Contract	Supply Contract
<b>Start Date</b>	29-Nov-2021	14-Jun-2023	06-Dec-2021	01-Mar-2024
<b>End Date</b>	28-Nov-2022	22-Dec-2023	06-Dec-2022	20-Dec-2024
<b>Cost Centre (Contract userfields for SUPPLY contract type)</b>	Consumer Protection	Consumer Protection	Information and Education Digital Engage Toru (MI, IPONZ)	Consumer Protection
<b>Total Contract Value Limit (GST ex)</b>	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
<b>Actual spend (GST inc)</b>		\$ 34,500.00	\$ 34,500.00	\$ 34,500.00
<b>Date Paid</b>		10/07/2023	16/12/2021	2/05/2024

## OLD PORTT contracts

<b>Contract Number</b>	14883	17198	17557
<b>Contract Title</b>	Motor Vehicle Social Leasing Scheme	Waka Aronui Motor Vehicle Social Leasing Scheme	Waka Aronui Motor Vehicle Social Leasing Scheme
<b>Contract Description</b>	Funding Agreement with MUMA to contribute towards the information and education programme for the Motor Vehicle Social Leasing Scheme, to help consumers considering buying a car to 'transact with confidence'.	Year 2 project set up and service delivery funding for social leasing pilot in South Auckland. (Funding shared with Waka Kotahi NZTA and Auckland Council).	Year 2 funding of a 3-three social car leasing pilot in South Auckland. MBIE funding partner along with Auckland Council and Waka Kotahi NZTA
<b>Contract Status</b>	Completed	Terminating	Executed
<b>Contract Type</b>	Sponsorship (Retired)	Sponsorship (Retired)	Memorandum of Understanding / Agreement
<b>Contract Start Date</b>	14/12/2020	6/12/2021	29/11/2021
<b>Contract End Date</b>	13/12/2021	6/12/2022	28/11/2022
<b>Contract Officer</b>	Lofi Talimalo	Lofi Talimalo	Lofi Talimalo
<b>Contract Manager</b>	Mark Hollingsworth	Mark Hollingsworth	Simon Gallagher
<b>Customer Business Unit</b>	Engagement & Experience	Consumer Protection & Standards	Business & Consumer
<b>Managing Business Unit</b>	Engagement & Experience	Consumer Protection & Standards	Business & Consumer
<b>Segment Value (Ex GST)</b>	\$27,000.00	\$30,000.00	\$30,000.00
<b>Segment Expenditure (Ex GST)</b>	\$27,000.00		\$30,000.00
<b>Budgeted Amount</b>	\$27,000.00	\$30,000.00	\$30,000.00
<b>Organisation</b>	Manukau Urban Maori Authority Incorporated	Manukau Urban Maori Authority Incorporated	Manukau Urban Maori Authority Incorporated

**Note: OLD Port Contract 14883 total spend was \$31,050 (GST inc). Date paid 21 Dec 2020**

**FUNDING AGREEMENT  
FOR**

***Motor Vehicle Social Leasing Scheme – Waka Aronui  
(Building Financial Resilience)***

**DATED** the 13<sup>th</sup> day of October 2021

**BETWEEN** The Sovereign in Right of New Zealand acting by and through the Chief Executive of the Ministry of Business, Innovation and Employment (“Ministry”)

**AND** **Manukau Urban Maori Authority Incorporated** of 7 Shirley Road, Papatoetoe, Auckland (“Recipient”)

**BACKGROUND**

The Ministry wishes to contribute to the second year of a three-year pilot for the Motor Vehicle Social Leasing Scheme (“Waka Aronui”) 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 **Mark Hollingsworth**,  
**Manager Consumer Protection, Te  
Whakatairanga Service Delivery** the  
authorised delegate of the Chief  
Executive of the Ministry of Business  
Innovation and Employment:

**s 9(2)(a)**

Signature

Date:

14/10/21

Signed for and on behalf of the  
**Manukau Urban Maori Authority**  
Incorporated by:

s 9(2)(a)

Signature

Rodney Wain Esberus

Print Full Name

CEO

Print Title

Date: 15 OCTOBER 2021

Released under the  
Official Information Act 1982

## SCHEDULE 1 – DETAILS

### 1 Context

As part of the Ministry, Consumer Protection has a role to inform and educate New Zealanders about the process of buying – what to know before, during and after purchasing a product or service. This includes outlining consumer rights and tips for making improved purchase decisions. In particular, that consumers:

- have the information they need to transact with confidence
- are protected from high levels of detriment
- have access to appropriate redress if things go wrong

The Ministry has a primary responsibility to maintain, monitor, evaluate and improve the consumer regulatory system, but works alongside other government and non-government agencies and organisations to work towards meeting the above objectives.

A pilot Vehicle Social Leasing Scheme was initiated in 2020 (renamed “Waka Aronui” in 2021) through the inter-agency work the Ministry does with external organisations and stakeholders, of which the Recipient is the delivery partner. The Recipient has been in operation for 35 years and provides specialist wraparound services to vulnerable whānau. The Recipient also offers a range of services and programmes, such as wellbeing interventions, reintegration solutions and Whānau Ora.

Waka Aronui is a collaboration between the non-profit, philanthropic, commercial, government, and community sectors in response to the identified need. Along with the Recipient and the Ministry, the pilot programme partners also include the Ākina Foundation (Ākina), Auckland Council and Waka Kotahi, the NZ Transport Agency.

Ākina has been supporting the Recipient by leading the overall project management and reporting for Year 1, and will continue in this role for the life of the pilot programme.

### 2. Appropriation and approval process (Background)

The Funding contribution is taking from the Consumer Information appropriation, approved by Mark Hollingsworth, National Manager Consumer Protection on or before 15 October 2021.

### 3 Funding (clause 2.1, Schedule 2)

The total amount of the Funding is: \$30,000.00 plus GST (if any).

### 4. Project (clause 2, Schedule 2)

The Waka Aronui Project takes a holistic approach to reducing common issues associated with the running costs and maintenance responsibilities of having a car – therefore the model is an

ongoing lease, not a lease to own to avoid the risk of owning the vehicle towards the end of its useful life and the associated high maintenance costs.

In addition, data will be sought to understand how participants in the programme use the vehicles, and qualitative feedback will be collected about how being involved in the pilot has impacted them and their whānau's wellbeing.

The key aspects of the pilot are as follows:

- a) The Recipient will acquire a grant from a philanthropic organisation to purchase suitable vehicles for lease.
- b) Applicants to the scheme will be selected using criteria (including licensing status) established during the detailed development of the pilot model.
- c) Successful applicants will make a weekly payment to the Recipient to lease a car.
- d) The payment includes:
  - use of the car
  - annual registration and Warrant of Fitness (WoF)
  - vehicle maintenance
  - insurance
  - ongoing scheme administration by MUMA
- e) The Recipient will use the income from the leasing scheme to repay the loan and meet other associated costs.

The Project will also test the impact of the scheme and refine its operational model and delivery in order to maximise its contribution to the anticipated overall benefits of:

- increased financial resilience and relief from high risk, high cost unethical lending for limited income families to help them transact with confidence
- improved vehicle safety by accessing vehicles of acceptable quality, leading to fewer deaths and serious injuries
- improved environmental outcomes through decreased emissions from vehicles on the road

Where the opportunity arises during the Project, the Recipient will also ensure that:

- Additional safety benefits such as driver training and incentivised progression through the licensing system is offered to those who have remained on restricted licenses
- Awareness of restraint-wearing and correct child restraint installation for those who require it is raised.

5 **Project Tasks** (clause 2.3(a), Schedule 2)

The Recipient shall undertake the following Project Tasks, including providing the deliverables (Deliverable) for each Project Task to MBIE, in accordance with the following requirements:

Task/deliverable	Timeframe
Purchase and retain ownership of the vehicles used in the scheme	By December 2021
Be involved in the pilot design, coordination and implementation  Design and implement the community operations model  Facilitate data collection from the participants  Lead programme promotions, communications and event management (where required)	Lifetime of the pilot
Repay any loans for the vehicles using the weekly fees paid by the customers of the pilot	Ongoing over the lifetime of the three-year pilot
Manage and account for all investment, loans or grants associated with the project /pilot	Ongoing
Manage the delivery of the scheme to customers, which includes managing the relationship with vehicle users and assessing their budget to ensure the scheme is affordable	Ongoing
Resolve frontline issues and manage payments from customers for the scheme and repayments to the impact investor(s)	If and when required

Official Information Act 1982

Manage the entire delivery of the scheme to customers, which includes: <ul style="list-style-type: none"> <li>- Selection process and engagement</li> <li>- Onboarding and providing pastoral care to whānau in the scheme</li> <li>- affordability assessment and offering budgeting advice and support where necessary</li> </ul>	Ongoing
Manage the interactions with the philanthropic investor/s and the vehicle supplier	Ongoing

6 **Methodology** (clause 2.3(c), Schedule 2)

There are no methodology requirements.

7 **Payment terms** (clause 2.1, Schedule 2)

In a lump sum payment on or before Monday 6 December 2021, subject to completion of any relevant Project Tasks to the Ministry's satisfaction.

8 **Commencement Date** (clause 1.1, 3.1 Schedule 2)

7 December 2021

9 **Completion Date** (clause 2.3(b), Schedule 2)

This Agreement shall end on 6 December 2022.

10 **Reporting Requirements** (clause 4.1, Schedule 2)

The Recipient will submit the following reporting Deliverables to the Ministry via the National Manager, Consumer Protection in accordance with the time requirements in clause 5.

Project Task	Reporting Deliverable	Required content of report	Report to be provided by:
Quarterly Progress Report	Due on or before the following dates, (or the next working day if	<ul style="list-style-type: none"> <li>• Progress of initiatives and activities</li> </ul>	The Recipient (in partnership with Ākina, who will lead

(although monthly update reports will account as part of the Quarterly reporting)	the day is a weekend or public holiday): <ul style="list-style-type: none"> <li>• 7 March 2022</li> <li>• 7 June 2022</li> <li>• 7 September 2022</li> <li>• 6 December 2022</li> </ul>	<ul style="list-style-type: none"> <li>• Progress against the Objectives</li> <li>• Information about emerging themes and issues</li> <li>• Plans for next period</li> </ul>	the reporting)
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11 **Content of Report** (clause 4.1, Schedule 2)

- a. The content of each reporting deliverable is set out in clause 10;
- b. The Recipient may, in addition to the content required for each reporting deliverable under clause 10, add any other information or opinion it considers relevant or of interest to the Ministry; and
- c. any other information as may reasonably be requested by the Ministry.

12 **Address for Notices** (clause 11.5, Schedule 2)

Ministry:	Recipient:
Ministry of Business, Innovation & Employment, 15 Stout Street PO Box 1473 WELLINGTON  Attention: Mark Hollingsworth, Manager, Consumer Protection and Standards Email address: <a href="mailto:mark.hollingsworth@mbie.govt.nz">mark.hollingsworth@mbie.govt.nz</a>	Manukau Urban Maori Authority Incorporated (MUMA), 7 Shirley Road, Papatoetoe AUCKLAND  Attention: Wynn Osborne, Chief Executive Officer Email address: s 9(2)(a)

## 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 use the Funding only to carry out the Project in accordance with this Agreement.

2.3 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.
- 2.4 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 2.4, 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 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.

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, contractors or members of the TAN 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, contractors or members of the TAN 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 or the Funding.
- 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 the Recipient is a trustee, the Ministry acknowledges that the Recipient has entered into this Agreement as a trustee of the trust named in Schedule 1 in an independent capacity without any interest in any of the assets of the trust other than as trustee. Except where the Recipient acts fraudulently, the Recipient

is 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 Recipient's wilful default or dishonesty.

9.6 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.

The Recipient must, upon request by the Ministry, provide the Ministry with evidence of its compliance with this clause.

## 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 LEADR New Zealand Inc.) and on the terms of the LEADR New Zealand Inc. 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 registered 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.

Released under Official Information Act 1982



Signed for and on behalf of the  
**Manukau Urban Maori Authority**  
Incorporated by Tania Rangiheuea,  
Chief Executive Officer:

**s 9(2)(a)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Tania Rangiheuea

Print Full Name

\_\_\_\_\_  
CEO

Print Title

Date: 15/6/23  
\_\_\_\_\_

Released under the  
Official Information Act 1982

## SCHEDULE 1 – DETAILS

### 1 Context

As part of Consumer Services, the Consumer Protection function has a role to inform and educate New Zealanders about the process of buying, i.e., what to know before, during and after purchasing a product or service. This includes outlining consumer rights and tips for making improved purchase decisions. In particular, Consumer Protection is to ensure that consumers:

- have the information they need to transact with confidence
- are protected from high levels of detriment
- have access to appropriate redress if things go wrong

The Ministry has a primary responsibility to maintain, monitor, evaluate and improve the consumer regulatory system, but works alongside other government and non-government agencies and organisations to work towards meeting the above objectives.

A pilot Vehicle Social Leasing Scheme was initiated in 2020 (renamed “Waka Aronui” in 2021) through the inter-agency work the Ministry does with external organisations and stakeholders, of which the Recipient is the delivery partner. The Recipient has been in operation for over 37 years and provides specialist wrap-around services to whanau experiencing vulnerability. The Recipient also offers a range of services and programmes, such as wellbeing interventions, reintegration solutions and Whānau Ora.

Waka Aronui is a collaboration between the non-profit, philanthropic, commercial, government, and community sectors in response to the identified need. Along with the Recipient and the Ministry, the pilot programme partners (previously and currently) include the Ākina Foundation (Ākina), Auckland Council and Waka Kotahi, the NZ Transport Agency.

Ākina has been supporting the Recipient by leading the overall project management and reporting for the set up in 2020, and overall annual reporting. This is likely to continue for the life of the pilot programme. Operational costs have increased since the pilot began, therefore the Recipient is seeking an increase in extra funding for ongoing years of the pilot.

### 2. Appropriation and approval process (Background)

The Funding contribution is taking from the Consumer Information appropriation, approved by Simon Gallagher, National Manager Consumer Protection on or before 30 June 2023.

3 **Funding** (*clause 2.1, Schedule 2*)

The total amount of the Funding is: \$30,000.00 plus GST (if any).

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

The Waka Aronui Project takes a holistic approach to reducing common issues associated with the running costs and maintenance responsibilities of having a car – therefore the model is an ongoing lease, not a lease to own to avoid the risk of owning the vehicle towards the end of its useful life and the associated high maintenance costs.

In addition, data will be sought to understand how participants in the programme use the vehicles, and qualitative feedback will be collected about how being involved in the pilot has impacted them and their whānau's wellbeing.

The key aspects of the pilot are as follows:

- a) The Recipient acquired a grant from a philanthropic organisation to purchase suitable vehicles for lease.
- b) Applicants to the scheme have been selected using criteria (including licensing status) established during the detailed development of the pilot model.
- c) Successful applicants will make a weekly payment to the Recipient to lease a car.
- d) The payment includes:
  - use of the car
  - annual registration and Warrant of Fitness (WoF)
  - vehicle maintenance
  - insurance
  - ongoing scheme administration by MUMA
- e) The Recipient will use the income from the leasing scheme to repay the loan and meet other associated costs.

The Project will also test the impact of the scheme and refine its operational model and delivery to maximise its contribution to the anticipated overall benefits of:

- increased financial resilience and relief from high risk, high-cost unethical lending for limited income families to help them transact with confidence
- improved vehicle safety by accessing vehicles of acceptable quality, leading to fewer deaths and serious injuries
- improved environmental outcomes through decreased emissions from vehicles on the road

Where the opportunity arises during the Project, the Recipient will also ensure that:

- Additional safety benefits such as driver training and incentivised progression through the licensing system is offered to those who have remained on restricted licenses
- Awareness of restraint-wearing and correct child restraint installation for those who require it is raised.

5 **Project Tasks** (clause 2.3(a), Schedule 2)

The Recipient shall undertake the following Project Tasks, including providing the deliverables (Deliverable) for each Project Task to MBIE, in accordance with the following requirements:

Task/deliverable	Timeframe
Be involved in the pilot design, coordination, and implementation  Design and implement the community operations model  Facilitate data collection from the participants  Lead programme promotions, communications, and event management (where required)	Lifetime of the pilot
Repay any loans for the vehicles using the weekly fees paid by the customers of the pilot	Ongoing over the lifetime of the pilot and beyond if required
Manage and account for all investment, loans or grants associated with the project /pilot	Ongoing
Manage the delivery of the scheme to customers, which includes managing the relationship with vehicle users and assessing their budget to ensure the scheme is affordable	Ongoing
Resolve frontline issues and manage payments from customers for the scheme and repayments to the impact investor(s)	If required

<p>Manage the entire delivery of the scheme to customers, which includes:</p> <ul style="list-style-type: none"> <li>- Selection process and engagement</li> <li>- Onboarding, offboarding, and providing pastoral care to whānau in the scheme</li> <li>- affordability assessment and offering budgeting advice and support where necessary</li> </ul>	Ongoing
<p>Manage the interactions with the philanthropic investor/s and the vehicle supplier</p>	Ongoing

6 **Methodology** (clause 2.3(c), Schedule 2)

There are no methodology requirements.

7 **Payment terms** (clause 2.1, Schedule 2)

In a lump sum payment on or before Friday 30 June 2023, subject to completion of any relevant Project Tasks to the Ministry's satisfaction.

8 **Commencement Date** (clause 1.1, 3.1 Schedule 2)

19 June 2023

9 **Completion Date** (clause 2.3(b), Schedule 2)

This Agreement shall end on 22 December 2023.

10 **Reporting Requirements** (clause 4.1, Schedule 2)

The Recipient will submit the following reporting Deliverables to the Ministry via the National Manager, Consumer Protection in accordance with the time requirements in clause 5.

Project Task	Reporting Deliverable	Required content of report	Report to be provided by:
Quarterly Progress	Due on or before the last day of each of the	<ul style="list-style-type: none"> <li>• Progress of initiatives and activities</li> </ul>	The Recipient in partnership with the

Report (although monthly update reports will account as part of the Quarterly reporting)	following months, (or the next working day if the day is a weekend or public holiday): <ul style="list-style-type: none"> <li>• August 2023</li> <li>• November 2023</li> </ul>	<ul style="list-style-type: none"> <li>• Progress against the Objectives</li> <li>• Information about emerging themes and issues</li> <li>• Plans for next period</li> </ul>	Ākina Foundation (unless otherwise advised)
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11 **Content of Report** (clause 4.1, Schedule 2)

- a. The content of each reporting deliverable is set out in clause 10.
- b. The Recipient may, in addition to the content required for each reporting deliverable under clause 10, add any other information or opinion it considers relevant or of interest to the Ministry; and
- c. any other information as may reasonably be requested by the Ministry.

12 **Address for Notices** (clause 11.5, Schedule 2)

<b>Ministry:</b>	<b>Recipient:</b>
Ministry of Business, Innovation & Employment, 15 Stout Street PO Box 1473 WELLINGTON  Attention: Simon Gallagher, National Manager Consumer Services Email: <a href="mailto:simon.gallagher@mbie.govt.nz">simon.gallagher@mbie.govt.nz</a>	Manukau Urban Maori Authority Incorporated (MUMA), 7 Shirley Road, Papatoetoe AUCKLAND  Attention: Tania Rangiheuea, Chief Executive Officer Email: s 9(2)(a)  Or attention: John Cameron, Manager Group Operations Email: s 9(2)(a)

## 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 use the Funding only to carry out the Project in accordance with this Agreement.

2.3 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.
- 2.4 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 2.4, 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 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.

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, contractors or members of the TAN 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, contractors or members of the TAN 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 or the Funding.

## 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 the Recipient is a trustee, the Ministry acknowledges that the Recipient has entered into this Agreement as a trustee of the trust named in Schedule 1 in an independent capacity without any interest in any of the assets of the trust other than as trustee. Except where the Recipient acts fraudulently, the Recipient is 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 Recipient's wilful default or dishonesty.

- 9.6 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.

The Recipient must, upon request by the Ministry, provide the Ministry with evidence of its compliance with this clause.

## 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 LEADR New Zealand Inc.) and on the terms of the LEADR New Zealand Inc. 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 registered 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.

Released under the Official Information Act 1982

# FUNDING AGREEMENT

## FOR

### *Motor Vehicle Social Leasing Scheme – Waka Aronui (Building Financial Resilience)*

DATED the 27 day of March 2024

**BETWEEN** The SOVEREIGN in Right of New Zealand acting by and through Simon Gallagher, National Manager Consumer Services, the authorised delegate of Te Tumu Whakarae mō Hikina Whakatutuki, Secretary for Business, Innovation & Employment and the Chief Executive of the Ministry of Business, Innovation and Employment (Ministry or MBIE)

**AND** Manukau Urban Māori Authority Incorporated (MUMA) of 7 Shirley Road, Papatoetoe, Auckland (“Recipient”)

#### BACKGROUND

The Ministry wishes to contribute to the third and final year of funding for the Motor Vehicle Social Leasing Scheme pilot (“Waka Aronui”) 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 MUMA, and MUMA accepts the Funding, on the terms and conditions set out in Schedule 1 (Details) and Schedule 2 (Funding Agreement Standard Terms and Conditions).

Signed for and on behalf of THE SOVEREIGN in right of New Zealand by Simon Gallagher, National Manager Consumer Services the authorised delegate of Te Tumu Whakarae mō Hikina Whakatutuki, Secretary for Business, Innovation & Employment and the Chief Executive of the Ministry of Business Innovation and Employment:

s 9(2)(a)

Signature

Date: 27 March 2024

Signed for and on behalf of the  
**Manukau Urban Māori Authority  
Incorporated (MUMA)** by Tania  
Rangiheuea, Chief Executive Officer:

s 9(2)(a)

\_\_\_\_\_  
Signature

Tania Rangiheuea  
\_\_\_\_\_

Print Full Name

CEO  
\_\_\_\_\_

Print Title

Date: \_\_\_\_\_

Released under the  
Official Information Act 1982

## SCHEDULE 1 – DETAILS

### 1 Context

As part of Consumer Services, the Consumer Protection function has a role to inform and educate New Zealanders about the process of buying, i.e., what to know before, during and after purchasing a product or service. This includes outlining consumer rights and tips for making improved purchase decisions. In particular, Consumer Protection is to ensure that consumers:

- have the information they need to transact with confidence
- are protected from high levels of detriment
- have access to appropriate redress if things go wrong

The Ministry has a primary responsibility to maintain, monitor, evaluate and improve the consumer regulatory system, but works alongside other government and non-government agencies and organisations to work towards meeting the above objectives.

A pilot Vehicle Social Leasing Scheme was initiated in 2020 (renamed “Waka Aronui” in 2021) through the inter-agency work the Ministry does with external organisations and stakeholders, of which MUMA is the delivery partner. MUMA has been in operation for over 38 years and provides specialist wrap-around services to whānau experiencing vulnerability. MUMA also offers a range of services and programmes, such as wellbeing interventions, reintegration solutions and Whānau Ora.

Waka Aronui is a collaboration between the non-profit, philanthropic, commercial, government, and community sectors in response to the identified need. Along with MUMA and the Ministry, the pilot programme partners (previously and currently) include the Ākina Foundation (Ākina), Auckland Council and Waka Kotahi, the NZ Transport Agency.

MUMA has managed the rollout and operations of the pilot and provided regular progress reports. MUMA has also collaborated with Ākina in respect of the annual reporting of the pilot. This is likely to continue for the life of the pilot programme.

### 2. Appropriation and approval process (Background)

The Funding contribution is taking from the Consumer Information appropriation, approved by Simon Gallagher, National Manager Consumer Protection on or before 30 April 2024.

3 **Funding** (clause 2.1, Schedule 2)

The total amount of the Funding is: \$30,000.00 plus GST (if any).

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

The Waka Aronui Project takes a holistic approach to reducing common issues associated with the running costs and maintenance responsibilities of having a car – therefore the model is an ongoing lease, not a lease to own to avoid the risk of owning the vehicle towards the end of its useful life and the associated high maintenance costs.

In addition, data will be sought to understand how participants in the programme use the vehicles, and qualitative feedback will be collected about how being involved in the pilot has impacted them and their whānau's wellbeing.

The key aspects of the pilot are as follows:

- a) MUMA acquired a grant from a philanthropic organisation to purchase suitable vehicles for lease.
- b) Applicants to the scheme have been selected using criteria (including licensing status) established during the detailed development of the pilot model.
- c) Successful applicants will make a weekly payment to MUMA to lease a car.
- d) The payment includes:
  - use of the car
  - annual registration and Warrant of Fitness (WoF)
  - vehicle maintenance
  - insurance
  - ongoing scheme administration by MUMA
- e) MUMA will use the income from the leasing scheme to repay the loan and meet other associated costs.

The Project will also test the impact of the scheme and refine its operational model and delivery to maximise its contribution to the anticipated overall benefits of:

- increased financial resilience and relief from high risk, high-cost unethical lending for limited income families to help them transact with confidence
- improved vehicle safety by accessing vehicles of acceptable quality, leading to fewer deaths and serious injuries
- improved environmental outcomes through decreased emissions from vehicles on the road

Where the opportunity arises during the Project, MUMA will also ensure that:

- Additional safety benefits such as driver training and incentivised progression through the licensing system is offered to those who have remained on restricted licenses
- Awareness of restraint-wearing and correct child restraint installation for those who require it is raised.

5 **Project Tasks** (clause 2.3(a), Schedule 2)

MUMA shall undertake the following Project Tasks, including providing the deliverables (Deliverable) for each Project Task to MBIE, in accordance with the following requirements:

Task/deliverable	Timeframe
Be involved in the pilot design, coordination, and implementation  Design and implement the community operations model  Facilitate data collection from the participants  Lead programme promotions, communications, and event management (where required)	Lifetime of the pilot
Repay any loans for the vehicles using the weekly fees paid by the customers of the pilot	Ongoing over the lifetime of the pilot and beyond if required
Manage and account for all investment, loans or grants associated with the project /pilot	Ongoing
Manage the delivery of the scheme to customers, which includes managing the relationship with vehicle users and assessing their budget to ensure the scheme is affordable	Ongoing
Resolve frontline issues and manage payments from customers for the scheme and repayments to the impact investor(s)	If required

<p>Manage the entire delivery of the scheme to customers, which includes:</p> <ul style="list-style-type: none"> <li>- Selection process and engagement</li> <li>- Onboarding, offboarding, and providing pastoral care to whānau in the scheme</li> <li>- affordability assessment and offering budgeting advice and support where necessary</li> </ul>	Ongoing
<p>Manage the interactions with the philanthropic investor/s and the vehicle supplier</p>	Ongoing
<p>Be willing to share information with Consumer Protection about the pilot, that could contribute towards improving the experiences for whanau looking to lease/purchase a motor vehicle.</p>	Ongoing

6 **Methodology** (*clause 2.3(c), Schedule 2*)

There are no methodology requirements.

7 **Payment terms** (*clause 2.1, Schedule 2*)

In a lump sum payment on or before Friday 26 April 2024, subject to completion of any relevant Project Tasks to the Ministry's satisfaction.

8 **Commencement Date** (*clause 1.1, 3.1 Schedule 2*)

1 March 2024

9 **Completion Date** (*clause 2.3(b), Schedule 2*)

This Agreement shall end on 20 December 2024.

10 **Reporting Requirements** (clause 4.1, Schedule 2)

MUMA will submit the following reporting Deliverables to the Ministry via the National Manager, Consumer Protection in accordance with the time requirements in clause 5.

Project Task	Reporting Deliverable	Required content of report	Report to be provided by:
Quarterly Progress Report (although monthly update reports will account as part of the Quarterly reporting)	Due on or before the last day of each of the following months, (or the next working day if the day is a weekend or public holiday): <ul style="list-style-type: none"> <li>June 2024</li> <li>Sept 2024</li> <li>Jan/Feb 2025</li> </ul>	<ul style="list-style-type: none"> <li>Progress of initiatives and activities</li> <li>Progress against the Objectives</li> <li>Information about emerging themes and issues</li> <li>Plans for next period</li> </ul>	MUMA in partnership with the Ākina Foundation (unless otherwise advised)

11 **Content of Report** (clause 4.1, Schedule 2)

- a. The content of each reporting deliverable is set out in clause 10.
- b. MUMA may, in addition to the content required for each reporting deliverable under clause 10, add any other information or opinion it considers relevant or of interest to the Ministry; and
- c. any other information as may reasonably be requested by the Ministry.

12 **Address for Notices** (clause 11.5, Schedule 2)

Ministry:	Recipient:
Ministry of Business, Innovation & Employment, 15 Stout Street PO Box 1473 WELLINGTON  Attention: Simon Gallagher, National Manager Consumer Services Email: <a href="mailto:simon.gallagher@mbie.govt.nz">simon.gallagher@mbie.govt.nz</a>	Manukau Urban Maori Authority Incorporated (MUMA), 7 Shirley Road, Papatoetoe  AUCKLAND  Attention: Tania Rangiheuea, Chief Executive Officer Email: s 9(2)(a) [REDACTED]  Or attention: John Cameron, Manager Group Operations Email: s 9(2)(a) [REDACTED]

## 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 use the Funding only to carry out the Project in accordance with this Agreement.

2.3 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.

2.4 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 2.4, 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 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.

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, contractors or members of the TAN 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, contractors or members of the TAN 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 or the Funding.

## 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 the Recipient is a trustee, the Ministry acknowledges that the Recipient has entered into this Agreement as a trustee of the trust named in Schedule 1 in an independent capacity without any interest in any of the assets of the trust other than as trustee. Except where the Recipient acts fraudulently, the Recipient is 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 Recipient's wilful default or dishonesty.

- 9.6 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.

The Recipient must, upon request by the Ministry, provide the Ministry with evidence of its compliance with this clause.

## 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 LEADR New Zealand Inc.) and on the terms of the LEADR New Zealand Inc. 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 registered 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.

Released under the  
Official Information Act 1982