

Schedule 2

Standard Terms and Conditions—Goods

Length of Contract

- 1.1 **Start Date:** This Contract starts on the Start Date. Goods must not be supplied before the Start Date.
- 1.2 **End Date:** This Contract ends on the End Date.
- 1.3 **Renewal:**
- a. The Buyer may extend the End Date the number of times, and for the additional period (**Additional Period**), set out in Schedule 1 by giving the Supplier Notice at least 20 Business Days before the then current End Date (**Extension Notice**).
 - b. If the Buyer gives an Extension Notice, the Contract will be renewed for the Additional Period on the same terms, unless the Parties agree otherwise in a Variation.

Supply of Goods

- 2.1 **Both Parties' obligations:** Both Parties agree to:
- a. act in good faith and honestly in their dealings with each other
 - b. discuss matters affecting this Contract or the supply of the Goods, whenever necessary
 - c. notify each other promptly of any actual or anticipated issues that could:
 - significantly impact on the Goods or the Charges, and/or
 - receive media attention, and
 - d. comply with all applicable laws and regulations.
- 2.2 **Orders, one-off purchase:** If this Contract is for a one-off purchase of Goods, the signing of this Contract by both Parties is the order for the Goods.
- 2.3 **Orders, ongoing supply:** If this Contract is for the ongoing supply of Goods, the Buyer will place orders for the Goods with the Supplier from time to time. Each order must:
- a. be in writing
 - b. be sent by post, email, e-procurement system or other electronic means
 - c. specify the volume and type of Goods ordered
 - d. specify the required date for delivery of the Goods, and
 - e. be in any form that is agreed between the Buyer and the Supplier.
- 2.4 **No other terms:** The Goods are supplied under the terms of this Contract. Any Supplier terms and conditions do not apply.
- 2.5 **Buyer's obligations:** The Buyer must pay the Supplier the Charges for the Goods in accordance with this Contract.

- 2.6 **Supplier's obligations:** The Supplier must:
- supply Goods in accordance with this Contract and the orders from the Buyer
 - deliver the Goods to the Delivery Address, on time (which is essential), and
 - notify the Buyer promptly in writing if the Supplier becomes aware of any actual or possible delay in delivery of the Goods.
- 2.7 **Codes of Conduct:** The Supplier must comply with the [Supplier Code of Conduct](#) issued by the Procurement System Leader (see www.procurement.govt.nz) and any other relevant codes of conduct listed in Schedule 1.
- 2.8 **Warranties, maintenance:** The Supplier must ensure that the Buyer is passed the benefit of any warranty or maintenance obligation (including a warranty from a manufacturer or any other person) that applies in relation to the Goods or any part of the Goods.
- 2.9 **Goods must satisfy criteria:** The Goods must:
- be of merchantable quality and free from defects in design, materials or construction
 - be fit for the purposes for which they are intended to be used as communicated to, or that are or ought to be known by, the Supplier
 - comply with the Description of Goods stated in Schedule 1
 - comply with any sample of the Goods provided by the Supplier, except if the Buyer has agreed otherwise in writing
 - be new and unused, unless the Buyer has agreed otherwise in writing, and
 - be packaged so as to protect the contents and keep them clean, dry and in a new condition until they are first used, if appropriate.
- 2.10 **Supplier warranties:** The Supplier warrants that:
- the Goods do not breach any law or standard
 - supply and use of the Goods, for the purposes communicated to, or that are or ought to be known by, the Supplier, will not infringe the rights of any person
 - full ownership of the Goods will pass to the Buyer in accordance with this Contract, and no-one else has any rights in the Goods
 - all Goods supplied to the Buyer comply with all of the criteria stated in clause 2.9
 - any documentation supplied with the Goods is adequate (in terms of both quantity and quality) to enable the Buyer to use and maintain the Goods in the manner intended by the Buyer, and
 - all information provided by the Supplier to the Buyer is accurate.
- 2.11 **Spare parts:** If stated in Schedule 1, the Supplier must maintain an adequate stock of spare parts and equipment for the Goods, for supply to the Buyer as and when required.
- 2.12 **Health, Safety and Security:** The Supplier must:
- consult, cooperate and coordinate with the Buyer regarding the Parties' overlapping obligations under, and what is required from the Supplier to assist the Buyer to comply with, the HSW Act as it relates to, or affects, the Contract
 - comply, and ensure that its Personnel comply, with their obligations under the HSW Act as it relates to, or affects, the Contract
 - comply with all reasonable directions of the Buyer relating to health, safety, and security, and

- d. report any of the following that applies to the Supplier or the Buyer, or relates to or affects the Contract:
 - notifiable injury, illness, incident or event, or any notice issued under the HSW Act or any other health and safety legislation, and
 - Protective Security Incident.

2.13 Employment standards: The Supplier must:

- a. comply with its obligations under the Employment Relations Act 2000, the Minimum Wage Act 1983, the Wages Protection Act 1983, the Holidays Act 2003 and the Parental Leave and Employment Protection Act 1987, and
- b. report any instances where the Supplier is being investigated by the Labour Inspectorate, or where the Supplier has been found by the Labour Inspectorate, Employment Relations Authority, or the Employment Court to have breached any of the legislation referenced in clause 2.13a.

Acceptance and rejection of Goods

- 3.1 **No deemed acceptance:** The signing of a delivery note or any other act by any of the Buyer's Personnel does not indicate the Buyer's acceptance of the Goods.
- 3.2 **Rejection of Goods:** If any of the Goods do not comply with this Contract, then the Buyer may, by Notice to the Supplier within a reasonable time after completing an inspection of the Goods, do any of the following at the Buyer's option, but at the Supplier's cost:
 - a. require the Supplier to repair the Goods
 - b. require the Supplier to replace the Goods, or
 - c. reject the Goods.
- 3.3 **Repair or replacement:** If the Supplier receives a Notice from the Buyer to repair or replace the Goods, the Supplier must promptly repair or replace the Goods in question, so that the Goods (or replacement Goods) comply with the warranties in clause 2.10.
- 3.4 **Lack of progress:** If the Buyer is not satisfied with the Supplier's progress in repairing or replacing the Goods, the Buyer may either:
 - a. reject the Goods by Notice to the Supplier, in which case clause 3.5 will apply, or
 - b. arrange for the Goods to be repaired by someone else, in which case the Supplier will reimburse all costs and expenses incurred by the Buyer in doing so.
- 3.5 **Rejection:** If the Supplier receives a Notice from the Buyer rejecting the Goods, it must:
 - a. remove any rejected Goods from the Buyer's premises at its own risk within 15 Business Days of Notice of rejection, and if the Supplier fails to do so the Buyer may return the Goods and recover from the Supplier any cost and expense incurred, and
 - b. do either of the following the Buyer elects in its Notice of rejection:
 - provide a full refund of the Charges paid for the rejected Goods, within 10 Business Days of the Buyer electing to receive a refund, or
 - provide a credit for the Charges paid for the rejected Goods, against the Charges payable for other Goods.
- 3.6 **No limitation:** The Buyer's rights under clauses 3.2 to 3.5 are in addition to, and do not limit, any other rights or remedies the Buyer may have.

Ownership and risk

- 4.1 **Ownership of Goods:** Ownership in the Goods passes to the Buyer on the earlier of:
- the date the Buyer has paid the Charges for those Goods, and
 - the date those Goods have been delivered.
- 4.2 **Risk in Goods:** Risk in the Goods passes to the Buyer on the date those Goods have been delivered.
- 4.3 **Rejected Goods:** Ownership and risk in any Goods rejected by the Buyer under clause 3.5 will pass back to the Supplier as follows:
- if the Buyer has paid the Charges for those rejected Goods, once the Supplier has provided a refund or credit in accordance with clause 3.5, and
 - in all other cases, when the Goods are collected from the place to which they were delivered.
- 4.4 **Replaced Goods:** Ownership of any Goods replaced by the Supplier under clause 3.3 will pass back to the Supplier once the Supplier has delivered the replacement Goods.

Charges and payment

- 5.1 **Maximum amount:** The Charges are the total maximum amount payable by the Buyer to the Supplier for the delivery of the Goods. Charges include the Cost and, where agreed, Expenses.
- 5.2 **What Charges include:** Unless otherwise stated in Schedule 1, the Charges for the Goods include all of the following:
- costs of shipping, carriage and freight
 - insurance charges
 - customs duties and clearance charges, and
 - other costs incurred by the Supplier in delivering the Goods to the Buyer.
- 5.3 **Invoice:** The Supplier must provide invoices that include taxable supply information as defined in the Goods and Services Tax Act 1985 for all Charges on the dates or at the times specified in Schedule 1. The Buyer has no obligation to pay the Charges set out in an invoice that does not comply with this clause 5.3. The invoice must:
- clearly show all GST due, if any
 - be in New Zealand currency or the currency stated in Schedule 1
 - contain the Supplier's name, address, NZBN and GST number, if the Supplier is registered for GST
 - contain the Buyer's name and address and be marked for the attention of the Buyer's Contract Manager, or such other person stated in Schedule 1
 - state the date the invoice was issued
 - name this Contract and provide a description of the Goods delivered
 - contain the Buyer's contract reference or purchase order number if there is one
 - state the Charges due, calculated correctly, and
 - be supported by GST receipts if Expenses are claimed and any other verifying documentation reasonably requested by the Buyer.

- 5.4 **Payment:** Subject to clauses 5.5 and 12.4(e), the Buyer will use its best endeavours to pay an invoice within 10 Business Days of receiving the invoice. If the Buyer can't meet this 10 Business Day timeframe, the Buyer will pay that invoice by:
- the 20th calendar day of the month, if the invoice is received on or before the 5th Business Day of the month, or
 - the 20th calendar day of the following month, if the invoice is received after the 5th Business Day of the month.
- 5.5 **Dispute:** The Buyer must notify the Supplier within 10 Business Days of the date of receipt of an invoice if the Buyer disputes any part of that invoice, and the Buyer:
- must pay the portion of the invoice that is not in dispute (and the Supplier will provide a further invoice for the undisputed amount if required that complies with clause 5.3), and
 - may withhold payment of the disputed portion until the dispute is resolved.

Contract management

- 6.1 **Contract Manager:** The persons named in Schedule 1 as the Contract Managers will manage the Contract, including:
- managing the relationship between the Parties
 - overseeing the effective implementation of this Contract, and
 - acting as a first point of contact for any issues that arise.
- 6.2 **Changing the Contract Manager:** A Party may change its Contract Manager by telling the other Party, in writing, the name and contact details of the replacement.

Information management

- 7.1 **Information and Records:** The Supplier must:
- keep and maintain Records in accordance with prudent business practice and all applicable laws
 - make sure the Records clearly identify all relevant time and Expenses incurred in providing the Goods
 - make sure the Records are kept safe and are easy to access
 - give information to the Buyer relating to the Goods and the Supplier's performance of its obligations under this Contract that the Buyer reasonably requests, in a format that is usable by the Buyer, and within a reasonable time of the request
 - co-operate with the Buyer to provide information promptly if the information is required by the Buyer to comply with an enquiry, or its statutory, parliamentary or other reporting obligations
 - make its Records available to the Buyer during the term of the Contract and for 7 years after the End Date (unless already provided to the Buyer earlier), and
 - make sure that Records provided by, or created for, the Buyer are securely managed and destroyed on their disposal.
- 7.2 **Reports:** The Supplier must give the Buyer the reports stated in Schedule 1, by the due dates stated in Schedule 1.

The contractual relationship

- 8.1 **Independent contractor:** Nothing in this Contract constitutes a legal relationship between the Parties of partnership, joint venture, agency, or employment.
- 8.2 **No representing:** Neither Party has authority to bind or represent the other Party in any way.
- 8.3 **Transfer of rights or obligations:** The Supplier must not transfer any of its rights or obligations under this Contract without the Buyer's prior written approval. The Buyer will not unreasonably withhold its approval.

Insurance

- 9.1 **Risks must be adequately covered:** The Supplier is responsible for ensuring its risks of doing business are adequately covered, whether by insurance or otherwise. If required in Schedule 1, the Supplier must:
- hold the insurance, with a reputable insurer, as specified in Schedule 1, and maintain that insurance cover for the term of this Contract and for a period of 3 years after the End Date, and
 - provide a certificate confirming the nature of the insurance cover and proving that each policy is current, within 10 Business Days of any request from the Buyer.

Conflicts of Interest

- 10.1 **Avoiding conflicts of interest:** The Supplier:
- warrants that as at the Start Date, all Conflicts of Interest that it has in supplying the Goods or entering into this Contract have been declared to the Buyer in Schedule 1, and
 - must do its best to avoid situations that may lead to a Conflict of Interest arising.
- 10.2 **Obligation to tell the Buyer:** The Supplier must tell the Buyer promptly, in writing, if any Conflict of Interest arises in relation to the Goods or this Contract. If a Conflict of Interest does arise the Parties must discuss, agree and record in writing whether it can be managed and, if so, how it will be managed. Each Party must pay its own costs in relation to managing a Conflict of Interest.

Resolving disputes

- 11.1 **Negotiation:** The Parties agree to use their best endeavours to resolve any dispute that may arise under this Contract. The following process will apply to disputes:
- a Party will notify the other if it considers a matter is in dispute
 - the Contract Managers will attempt to resolve the dispute through negotiation
 - if the Contract Managers have not resolved the dispute within 10 Business Days of notification, they will refer it to the Parties' senior managers for resolution, and
 - if the senior managers have not resolved the dispute within 10 Business Days of it being referred to them, the Parties shall refer the dispute to mediation or, if agreed by the parties, some other form of alternative dispute resolution.

- 11.2 Mediation:** If a dispute is referred to mediation, the mediation will be conducted:
- by a single mediator agreed by the Parties or if they cannot agree, appointed by the Resolution Institute
 - on the terms of the Resolution Institute Mediation Rules, and
 - at a fee to be agreed by the Parties or if they cannot agree, at a fee determined by the Resolution Institute.
- 11.3 Costs:** Each Party will pay its own costs of mediation or alternative dispute resolution under this clause 11.
- 11.4 Effect of dispute:** If there is a dispute, each Party will continue to perform its obligations under this Contract as far as practical given the nature of the dispute.
- 11.5 Taking court action:** Each Party agrees not to start any court action in relation to a dispute until it has complied with the process described in clause 11.1, unless that Party requires urgent relief from a court.

Ending this Contract

- 12.1 Supplier's request to terminate:** At any time during the term of this Contract the Supplier may notify the Buyer that it wishes to terminate this Contract. The Buyer will, within 20 Business Days following receipt of the Supplier's Notice, notify the Supplier whether, in its absolute discretion, it consents to the Supplier's Notice of termination. If the Buyer:
- consents, the Contract will be terminated on a date that is mutually agreed between the Parties, or
 - does not consent, the Contract will continue in full force as if the Supplier's Notice requesting termination had not been given.
- 12.2 Buyer's termination for convenience:**
- The Buyer may terminate this Contract at any time by giving not less than 20 Business Days' Notice to the Supplier.
 - If the Buyer terminates the Contract under this clause then, subject to all other clauses of this Contract, the Buyer will pay the Supplier for all Goods supplied up to the End Date.
- 12.3 Buyer's termination for cause:** The Buyer may terminate this Contract immediately, by giving Notice, if the Supplier:
- becomes bankrupt or insolvent
 - has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed
 - becomes subject to any form of external administration
 - ceases for any reason to continue in business
 - does something or fails to do something that, in the Buyer's opinion, results in damage to the Buyer's reputation or business or the reputation or business of the Crown
 - has a Conflict of Interest that in the Buyer's opinion is so material as to impact adversely on the supply of the Goods, the Buyer or the Crown, or fails to declare such a Conflict of Interest

- g. breaches the Supplier Code of Conduct or any other relevant codes of conduct listed in Schedule 1, such that the Buyer considers it no longer has trust and confidence in the Supplier, or
- h. provides information to the Buyer that is misleading or inaccurate in any material respect.

12.4 **Termination for breach:**

- a. If a Party breaches this Contract (**defaulting Party**), the non- defaulting Party may give a default Notice to the defaulting Party.
- b. A default Notice must state:
 - the nature of the breach, and
 - the time and date by which it must be remedied.
- c. The period allowed to remedy the breach must be reasonable given the nature of the breach.
- d. The non- defaulting Party may terminate this Contract immediately by giving a further Notice to the defaulting Party if the defaulting Party does not remedy the breach as required by the default Notice.
- e. If the Buyer gives a default Notice to the Supplier, the Buyer may also:
 - withhold any payment of Charges due until the breach is remedied as required by the default Notice, and/or
 - if the breach is not remedied as required by the default Notice, deduct a reasonable amount from any Charges due to reflect the reduced value of the Goods to the Buyer.

12.5 **Supplier's obligations:**

- a. On giving or receiving a Notice of termination, the Supplier must:
 - comply with any conditions contained in the Notice, and
 - immediately do everything reasonably possible to reduce its losses, costs and expenses arising from the termination of this Contract.
- b. On termination or expiry of this Contract, the Supplier must, if requested by the Buyer, promptly return or securely destroy all Confidential Information and other material or property belonging to the Buyer.

12.6 **Accrued rights:** The termination or expiry of this Contract does not affect any rights of a Party which:

- a. arose prior to the End Date, or
- b. relate to any breach of this Contract that arose prior to the End Date.

12.7 **Buyer's rights:** Subject to clause 12.2(b), if this Contract is terminated the Buyer:

- a. will only be liable to pay Charges that were due for Goods delivered before the effective date of termination, and
- b. may recover from the Supplier or set off against sums due to the Supplier, any Charges paid in advance for Goods that have not been provided.

12.8 **Handover:** If the Buyer requests it, the Supplier will provide all reasonable assistance to support any replacement supplier to supply the Goods.

Confidential Information

- 13.1 **Protection of Confidential Information:** Each Party agrees to not use or disclose the other Party's Confidential Information to any person or organisation other than:
- a. to the extent that use or disclosure is necessary for the purposes of providing the Goods, or in the case of the Buyer, using the Goods
 - b. if the other Party gives prior written approval to the use or disclosure
 - c. if the use or disclosure is required by law (including under the Official Information Act 1982), Ministers, parliamentary convention or any other regulation, rules or policy that is binding on that Party, or
 - d. if the information has already become public, other than through a breach of the obligation of confidentiality by one of the Parties.
- 13.2 **Obligation to inform staff:** Each Party will ensure that its Personnel:
- a. are aware of the confidentiality obligations in this Contract, and
 - b. do not use or disclose any of the other Party's Confidential Information except as allowed by this Contract.
- 13.3 **Security:** Each Party will:
- a. put in place and maintain adequate security measures to safeguard the other Party's Confidential Information from unauthorised access or use by third parties
 - b. notify the other Party if it becomes aware of any suspected or actual unauthorized use, copying or disclosure of the other Party's Confidential Information, and
 - c. comply with any reasonable direction of the other Party in relation to any suspected or actual breach of the obligations in this clause 13 as the other Party reasonably requests.

Privacy

- 14.1 **Protection of Personal Information:** Where the Supplier has access to Personal Information under or in connection with this Contract, the Supplier must:
- a. only use, access, store, process or transmit that Personal Information to the extent necessary to supply the Goods,
 - b. ensure that the Personal Information is protected against loss, access, use, modification, or disclosure that is not authorised by the Buyer,
 - c. provide all information and assistance reasonably required by the Buyer to comply with its obligations under the Privacy Act in relation to this Contract, and
 - d. comply with the Privacy Act and not do anything under this Contract that would cause the Buyer to breach the Privacy Act.
- 14.2 **Privacy Breaches:** If the Supplier becomes aware of any Privacy Breach in relation to this Contract it will notify the Buyer as soon as possible and take all reasonable steps:
- a. to identify the person or persons affected,
 - b. required by the Buyer to undertake its own investigation,
 - c. stop, and/or mitigate the impact of, any Privacy Breach and prevent its reoccurrence, and
 - d. the Supplier shall not notify any person of the Privacy Breach without the Buyer's prior written approval.

- 14.3 **Application to Confidential Information:** The obligations under this clause 14 are not limited by and do not limit either Party's other obligations as regards the protection or security of Confidential Information set out in clause 13, provided that any disclosure of Confidential Information under clause 13.1 shall be subject to this clause 14.

Notices

- 15.1 **Requirements:** All Notices must be:
- a. in writing and delivered by hand or sent by post, courier or email to the recipient Party's address for Notices stated in Schedule 1, and
 - b. signed, or in the case of email sent, by the appropriate manager or person having authority to do so.
- 15.2 **Receipt of Notices:** A Notice will be considered to be received:
- a. if delivered by hand or sent by courier, on the date it is delivered
 - b. if sent by post within New Zealand, on the 5th Business Day after the date it was sent
 - c. if sent by post internationally, on the 9th Business Day after the date it was sent, or
 - d. if sent by email, at the time the email enters the recipient's information system and it is not returned undelivered or as an error,
- but a Notice received after 5pm on a Business Day or on a day that is not a Business Day will be considered to be received on the next Business Day.

Extraordinary Events

- 16.1 **No liability:** 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 an Extraordinary Event.
- 16.2 **Obligations of affected Party:** A Party who wishes to claim suspension of its obligations due to an Extraordinary Event must notify the other Party as soon as reasonably possible. The Notice must state:
- a. the nature of the circumstances giving rise to the Extraordinary Event
 - b. the extent of that Party's inability to perform under this Contract
 - c. the likely duration of that non-performance, and
 - d. what steps are being taken to minimise the impact of the Extraordinary Event on the performance of this Contract.
- 16.3 **Termination:** If a Party is unable to perform any obligations under this Contract for 20 Business Days or more due to an Extraordinary Event, the other Party may terminate this Contract immediately by giving Notice.

General

- 17.1 **Variations:** A Variation must be agreed by both Parties and recorded:
- a. in writing and signed by both Parties, or
 - b. through an exchange of emails,
- where the signatories or authors have delegated authority to approve the Variation.

- 17.2 **Entire contract:** This Contract, including any Variation, records everything agreed between the Parties relating to the supply of the Goods. It replaces any previous communications, negotiations, arrangements or agreements that the Parties had with each other relating to Goods before this Contract was signed, whether they were oral or in writing.
- 17.3 **Waiver:** If a Party does not immediately enforce its rights under this Contract that:
- a. does not mean that the other Party is released or excused from any obligation to perform at the time or in the future, and
 - b. does not prevent that Party from exercising its rights at a later time.
- 17.4 **New Zealand law, currency and time:** This Contract will be governed and interpreted in accordance with the laws of New Zealand. All money is in New Zealand dollars, unless Schedule 1 specifies a different currency. Dates and times are New Zealand time.
- 17.5 **Publication:** The Supplier must obtain the Buyer's prior written approval before making reference to the Buyer or this Contract in its publications, public statements, promotional material or promotional activities.
- 17.6 **No derogatory remarks:** Each Party undertakes not to publicly make objectionable or derogatory comments about the Goods, this Contract, the other Party or any of the other Party's Personnel, and to ensure that its Personnel do not do so.
- 17.7 **Signing the Contract:** The date of execution is the date this Contract has been signed by both parties. This Contract is properly signed if each Party signs the same copy, or separate identical copies, including electronic copies, of the Contract Details section.
- 17.8 **Clauses that remain in force:** The clauses that by their nature should remain in force on expiry or termination of this Contract do so, including clauses: 7 (Information management), 9 (Insurance), 11 (Resolving disputes), 12 (Ending this Contract), 13 (Confidential Information), 15 (Notices), 17 (General) and 18 (Definitions).
- 17.9 **Precedence:** If there is any conflict or difference between the documents forming this Contract (as stated in the Contract Details section) then the order of precedence is:
1. a Variation
 2. Schedule 1
 3. any Attachment to Schedule 1, and
 4. Schedule 2.

Definitions

When used in this Contract the following terms have the meaning beside them:

Attachment Any supplementary document named in Schedule 1 as an Attachment to this Contract.

Business Day A day when most businesses are open for business in New Zealand. It excludes Saturday, Sunday, and public holidays. A Business Day starts at 8.30am and ends at 5pm.

Buyer The Buyer is the Crown, also described as the Sovereign in right of New Zealand who acts by and through the government agency named as the Buyer in the Contract Details section.

Charges The total amount payable by the Buyer to the Supplier as stated in Schedule 1, including Costs and any Expenses stated in Schedule 1.

Confidential Information Information, including data and personal information, that:

- is by its nature confidential
- is marked by either Party as 'confidential', 'in confidence', 'restricted' or 'commercial in confidence'
- is provided by either Party or a third party 'in confidence', or
- either Party knows or ought to know is confidential.

Conflict of Interest A conflict of interest arises if a Party or its Personnel's personal or business interests or obligations do or could conflict or be perceived to conflict with its obligations under this Contract, such that the Party's or its Personnel's independence, objectivity or impartiality can be called into question. A conflict of interest may be:

- actual: where the conflict currently exists
- potential: where the conflict is about to happen or could happen, or
- perceived: where other people may reasonably think that a person is compromised.

Contract The legal agreement between the Buyer and the Supplier that comprises the Contract Details section, Schedule 1, this Schedule 2, any other Schedule, and any Variation and Attachment.

Contract Manager The person named in Schedule 1 as the Contract Manager.

Cost The amount payable to the Supplier for the Goods calculated on the basis stated in Schedule 1 excluding any Expenses.

Crown The Sovereign in right of New Zealand and includes a Minister and a government department but does not include a Crown entity, or a State enterprise named in Schedule 1 of the State-Owned Enterprises Act 1986.

Delivery Address The address where the Supplier must deliver the Goods as specified in Schedule 1 or such other address as specified by the Buyer.

Description of Goods The specific requirements for the Goods as described in Schedule 1.

End Date The earlier of the date this Contract is due to end as stated in Schedule 1, as extended under clause 1.3, and the date of termination as set out in a Notice of termination, or any other date agreed between the Parties as the date that the Contract is to end.

Expenses Any actual and reasonable out-of-pocket costs incurred by the Supplier in the delivery of the Goods and agreed to by the Buyer in Schedule 1.

Extraordinary Event An event that is beyond the reasonable control of the Party immediately affected by the event (including where the Buyer has failed to make due payment because of an event beyond its reasonable control). An Extraordinary Event does not include any risk or event that the Party claiming could have prevented or overcome by taking reasonable care.

Goods The Goods described in Schedule 1 that the Supplier must supply under this Contract.

GST The goods and services tax imposed in accordance with the New Zealand Goods and Services Tax Act 1985.

HSW Act means the Health and Safety at Work Act 2015.

Notice A communication from one Party to the other that meets the requirements of clause 14.

Party The Buyer or the Supplier, and together they are the **Parties**.

Personal Information has the meaning given to that term in the Privacy Act.

Personnel All individuals engaged by either Party in relation to this Contract or the supply of Goods. Examples include: the owner of the business, its directors, employees, subcontractors, agents, external consultants and co-opted or seconded staff.

Privacy Act means the Privacy Act 2020 and includes any codes or regulations issued under that Act.

Privacy Breach means any:

- unauthorised or accidental access to or use of, or disclosure, alteration, loss, or destruction of any Personal Information; and
- any action that prevents any Buyer from accessing Personal Information on either a temporary or permanent basis,

whether or not:

- caused by a person inside or outside of the Supplier;
- attributable in whole or in part to any action by the Supplier; or
- ongoing.

Protective Security Incident A security incident that is:

- a breach of protective security policy or procedures
- an approach from anybody seeking unauthorised access to officials or official information, or
- any other event that harms, or may harm, the security of the Buyer and/or the Buyer's Confidential Information.

Records All information and data necessary for the management of this Contract and the supply of Goods. Records include, but are not limited to, reports, invoices, letters, emails, notes of meetings, photographs and other media recordings. Records can be hard copies or soft copies stored electronically.

Schedule An attachment to this Contract with the title 'Schedule'.

Start Date The date when this Contract starts as stated in Schedule 1.

Supplier The person, business, company or organisation named as the Supplier in the Contract Details section.

Variation A change to any aspect of this Contract that complies with clause 17.1.