

Supplier General Terms and Conditions

Version Date: v2 – July 2025

1. Definitions

1.1 For the purposes of these Terms:

Acceptance has the meaning given to it in clause 5.4;

Agreement means the Purchase Order and these Terms;

Business Day means any day other than a Saturday, Sunday or public holiday in Taranaki, New Zealand;

Extraordinary Event means an event that is beyond the reasonable control of the party immediately affected by the event, but does not include lack of funds. An Extraordinary Event does not include any risk or event that the party claiming could have prevented or overcome by taking reasonable care;

Fee has the meaning given to it in clause 4;

Goods shall mean any goods and other items to be provided by the Supplier as detailed in a Purchase Order;

GST means goods and services tax charged under the GST Act;

GST Act means the Goods and Services Tax Act 1985;

Intellectual Property means patents, registered designs, patents, trademarks, domain names, copyright, rights in computer software and databases, confidential information, trade secrets and all other intellectual property, in each case whether registered or unregistered and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world;

Personnel means the person or persons to be engaged by the Supplier and/or Sub-Contractor for the purposes of performing the Goods and/or Services;

Purchase Order means an order for Goods and/or Services issued on the Council's standard computer-generated form and submitted to the Supplier;

Related Company has the meaning given to that term in section 2(3) of the Companies Act 1993 (read as if the expression "company" in that subsection included any body corporate, wherever incorporated, including the Council);

Services means any services and the output of any services to be provided by the Supplier as detailed in a Purchase Order;

Sub-Contractor shall mean any party to whom the Supplier has sub-let the supply of Goods and/or Services or any portion thereof and each of their respective subcontractors;

Supplier means the person, business, company or organisation named as the 'Vendor' on the purchase order;

Taxable Supply Information has the meaning given to that term in section 19E(2) of the GST Act; and

Terms means these Supplier General Terms and Conditions of Purchase.

- 1.2 **Interpretation:** In these Terms, unless the context requires otherwise:
- (a) **Defined Expressions:** Expressions defined in the main body of these Terms bear that meaning in the whole of these Terms.
 - (b) **Clauses and sub-clauses:** References to clauses and sub-clauses are references to clauses and sub-clauses of these Terms.
 - (c) **Statutes and Regulations:** References to statutes, regulations, ordinances, bylaws or other instruments include any amendment, substitution or re-enactment.
 - (d) **Limiting words:** Any reference to “including” is deemed to be followed by “without limitation”.
2. **Agreement**
- 2.1 **Appointment:** The Council agrees to purchase the Goods and/or Services from the Supplier and the Supplier agrees to supply the Goods and/or Services in accordance with this Agreement.
- 2.2 **Application:** These Terms apply to all Purchase Orders placed by the Council for the supply of Goods and/or Services from the Supplier.
- 2.3 **No Exclusivity:** The Supplier acknowledges that it is being engaged by the Council on a non-exclusive basis and that the Council may appoint one or more additional suppliers to provide Goods and/or Services that are the same, or similar to those being provided by the Supplier.
- 2.4 **No Minimum Order:** The Supplier acknowledges that nothing in these Terms commits the Council to purchase any minimum quantity of Goods and/or Services from the Supplier.
- 2.5 **Other Agreement:** To the extent that the parties have executed a separate agreement covering the subject matter of any Purchase Order, the terms of that agreement will supersede and prevail over these Terms and these Terms shall not apply to that Purchase Order.
- 2.6 **Priority of Terms:** No conditions or terms contained in any quotations, offers, acknowledgements, letters, advice notes, delivery notes, invoices or other communications of the Supplier shall form part of, annul or vary any of these Terms.
- 2.7 **Related Companies:** These Terms shall apply on behalf of the Council and for the benefit of its Related Companies, and shall apply with any necessary modifications to the provision of the Goods and/or Services by the Supplier to Related Companies of the Council. The covenants of the Supplier in these Terms are given for the benefit of and are enforceable, in terms of the Contract and Commercial Law Act 2017, by any Related Company of the Council to which the Goods and/or Services are provided by the Supplier. This Agreement may be varied by the parties without the approval of any Related Company of the Council.
3. **Term**
- 3.1 **Term:** This Agreement will come into effect on the date the Council approves the Supplier as a new supplier following receipt of a duly completed and signed ‘Creditors Form’ showing acceptance of these Terms, and will continue in force until terminated.
4. **Price, Invoicing and Payment**
- 4.1 **Consideration:** In full consideration of the satisfactory provision of the Goods and/or Services, the Council shall remunerate the Supplier in accordance with the rates and prices stipulated in the Purchase Order and any additional terms agreed with the Council in writing, such as any estimates or quotes (**Fee**). The Council shall pay the Fee in accordance with clause 4.6.
- 4.2 **Fee:** The Fee shall include and itemise the costs of any levies or tariffs, freight, delivery, packaging, handling, storage and insurance and any other expense relating to the Goods and/or Services.
- 4.3 **Taxes and other Charges:** With the exception of GST, all taxes, duties and charges

(including fines, penalties and interest) that are, or may be imposed or levied in New Zealand or overseas in connection with any Purchase Order will be borne by the Supplier.

4.4 **Invoice:**

- (a) Following Acceptance of the Goods and/or Services by the Council, the Supplier shall submit valid invoices that include Taxable Supply Information in respect of the Goods and/or Services delivered.
- (b) All invoices submitted must:
 - (i) State the Fee due, calculated correctly;
 - (ii) Include the relevant Purchase Order number as notified by the Council. Any invoice received without the relevant Purchase Order number will not be processed for payment and will be returned to the Supplier for resolution;
 - (iii) If the Supplier is GST registered, display the words "Tax Invoice" or "Taxable Supply Information", include the Supplier's GST number, show the amount of GST due and include all Taxable Supply Information required by the GST Act;
 - (iv) Be addressed to Taranaki Regional Council and display one of the following addresses:
 - (A) Physical address: 47 Cloten Road, Stratford 4332, New Zealand.
 - (B) Postal address: Private Bag 713, Stratford 4352, New Zealand.
 - (v) Be emailed to Invoices@trc.govt.nz or posted to Taranaki Regional Council, Private Bag 713, Stratford, 4352.

4.5 **Defective Invoices:** Invoices that do not comply with the requirements of clause 4 will be returned to the Supplier for

amendment and must then be returned to the Council. The Supplier acknowledges that payment may be delayed as a result.

4.6 **Payment:** Subject to clauses 4.5 and 4.7, the Council must pay any correctly rendered invoice (that meets the requirements of clause 4.4) on or before the 20th day of the month following receipt of such an invoice. All payments will be made to the Supplier by electronic funds transfer into the bank account nominated by the Supplier. If there is a change to the nominated bank account, then the Supplier will notify the Council of the change and supply correct confirmation of the changed bank account.

4.7 **Disputed Invoice:** If the Council disputes any portion of any amount appearing as payable on any invoice issued by the Supplier under this Agreement:

- (a) The Council will notify the Supplier of such dispute at the earliest reasonable opportunity;
- (b) The undisputed portion of the invoice will remain payable on the due date for payment; and
- (c) The Council will not be obliged to pay the disputed portion of the invoice until the parties' dispute has been resolved in accordance with clause 22.

5. **Delivery and Acceptance**

5.1 **Delivery Requirement:** Unless otherwise agreed by the parties, the Supplier agrees to:

- (a) Obtain a Purchase Order from the Council prior to the delivery of any Goods or the performance of any Services;
- (b) Deliver the Goods to, or perform the Services at, the address in accordance with any other specific delivery instructions set out in the Purchase Order; and
- (c) In the case of Goods, deliver the Goods on the "Date Required" stated in the Purchase Order; and

- (d) In the case of Services, perform the Services on the "Date Required" in the Purchase Order.

5.2 **Packaging:** The Supplier shall be responsible for packaging the Goods so as to protect them during transportation and unloading at the Council's designated delivery address.

5.3 **Delay:** If the Goods are not received or the Services are not performed by the "Date Required" stated in the Purchase Order, the Council may cancel the Purchase Order in respect of all or part of the uncompleted work and make payment only for those Goods received and Services performed.

5.4 **Acceptance:** Goods and/or Services provided by the Supplier shall not be deemed to have been accepted by the Council until the Council has inspected the Goods and/or Services and confirmed to the Supplier in writing that they are compliant with the requirements and specifications set out in the Purchase Order or otherwise agreed between the parties in writing (**Acceptance**). Such inspection shall be made by the Council within a reasonable time after the "Date Required" in the Purchase Order. The signing of delivery dockets and/or similar on behalf of the Council shall not constitute Acceptance.

5.5 **Remedy:** Notwithstanding that ownership may have passed in accordance with clause 6.2, if any of the Goods and/or Services supplied:

- (a) are un-merchantable, unfit for the Council's purpose made known to the Supplier (expressly or by implication), not of satisfactory quality, defective or damaged; or
- (b) do not comply with the requirements and specifications set out in the Purchase Order, these Terms (including the warranties in clause 7.1) or as otherwise agreed in writing between the parties,

the Council may, by written notice to the Supplier, require the Supplier to promptly (and at its cost) re-perform the Services and/or replace or repair the Goods or any part thereof of the Goods and/or Services.

5.6 **Lack of progress:** If the Supplier fails to repair or replace the Goods or re-perform the Services as required by clause 5.5 in a timely manner, the Council may either:

- (a) reject the Goods and/or Services by written notice to the Supplier, in accordance with clause 5.7; or
- (b) arrange for the Goods to be repaired or the Services to be re-performed by someone else, in which case the Supplier will reimburse all reasonable costs and expenses incurred by the Council in doing so.

5.7 **Rejection:** If the Supplier receives notice from the Council rejecting the Goods and/or Services, it must:

- (a) remove any rejected Goods from the Council's premises at its own risk within 15 Business Days of notice of rejection, and if the Supplier fails to do so the Council may return the Goods and recover from the Supplier any reasonable cost and expense incurred; and
- (b) if the Council so elects in its notice of rejection, provide a full refund of the Fee paid for the rejected Goods and/or Services, within 10 Business Days of the Council electing to receive a refund.

6. Risk and Title

6.1 **Risk:** Risk in Goods shall pass to the Council upon delivery into the Council's possession.

6.2 **Title:** Without prejudice to the Council's rights of rejection, title to and ownership of any Goods (and materials in the case of the supply of Services) shall pass to the Council on delivery.

6.3 **Rejected Goods:** Ownership and risk in any Goods rejected by the Council under clause 5.7 will pass back to the Supplier as follows:

- (a) if the Council has paid the Fee for those rejected Goods, once the Supplier has provided a refund or credit in accordance with clause 5.7, and

	(b)	in all other cases, when the Goods are collected by the Supplier from the place to which they were delivered.		(i)	Not infringe any Intellectual Property rights of any third party.
6.4		Replaced Goods: Ownership of any rejected Goods replaced by the Supplier will pass back to the Supplier once the Supplier has delivered the replacement Goods and those replacement Goods have been accepted by the Council.	7.2		Repair/Replace/Re-performance: The Council shall promptly inform the Supplier in writing of any Goods and/or Services that fail to meet the warranties and the Supplier shall comply with clause 5.5.
			7.3		Additional Warranties: The Council's rights are in addition to and not in substitution of, any express implied statutory or other rights. Without limiting the above, if a manufacturer or importer provides additional warranties in respect of any Goods, the Supplier must pass on the benefit of those warranties and assist the Council in enforcing any rights it or the Supplier may have under those warranties for the benefit of the Council.
7.		Warranties			
7.1		Supplier Warranties: The Supplier warrants on an ongoing basis that all Goods and/or Services shall:			
	(a)	be provided with reasonable care and skill and in accordance with generally recognised commercial practices and standards;			
	(b)	be provided by appropriately trained, competent and qualified Personnel;			
	(c)	Conform to any requirements or specifications in the relevant Purchase Order or as otherwise agreed in writing by the parties;			
	(d)	Be of satisfactory quality, free from defects and fit for their intended purposes (whether such purpose is implied or expressly stated in the Purchase Order or otherwise in writing);			
	(e)	Comply with all applicable statutes, regulations, and any internal policies of the Council notified to the Supplier from time to time;			
	(f)	Be free of any third party mortgage, lien, claim, and title or interest such that the Supplier is able to provide good title to the Council;			
	(g)	Be provided to the Council at a price that is no less favourable than the price paid by any purchaser for the same Goods and/or Services, in substantially similar circumstances;			
	(h)	Be suitable for use by the Council; and			
			8.		Code of Conduct
			8.1		Codes of Conduct: The Supplier and all Subcontractors must comply with the <u>Supplier Code of Conduct</u> issued by the New Zealand Government's Procurement System Leader (see www.procurement.govt.nz), as such code is updated from time to time.
			9.		Health and Safety
			9.1		Obligations: The Supplier will:
				(a)	comply with all obligations under health and safety legislation, including the Health and Safety at Work Act 2015 (HSWA) and all regulations and approved codes of practice made under the HSWA in providing the Services and fulfilling its obligations under this Agreement;
				(b)	consult, co-operate and co-ordinate with the Council and any other duty holder, in respect of any shared duties arising out of the performance of the Services, with a view to ensuring all parties comply with their respective obligations under the HSWA;
				(c)	ensure that its Personnel perform their obligations under the Health

	and Safety at Work Act 2015 and this Agreement;		Holidays Act 2003 and the Parental Leave and Employment Protection Act 1987, and
	(d) comply with all reasonable directions of the Council relating to health and safety;	(b)	report to the Council 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 employment related legislation referenced in clause 11.1(a).
	(e) comply with all Council policies and procedures relating to health and safety;		
	(f) report any health and safety incidents, injury or near miss to the Council or any relevant authority as required by law;		
	(g) provide the Council with information on any known or new hazards relevant to the health and safety of all workers and other persons undertaking or providing the Services to the Council; and		
	(h) maintain records of, and appropriately investigate, any health and safety incidents, injury or near misses. The Supplier will, at its cost, cooperate and provide all reasonable assistance as may be required in relation to any incident, injury or near miss investigation.		
10.	Authorisations	12.	Insurance
10.1	Authorisations/Consents: The Supplier must obtain all necessary consents and/or authorisations in relation to any Services to be performed or Goods to be provided under this Agreement.	12.1	Risks must be adequately covered: The Supplier is responsible for ensuring its risks of doing business are adequately covered, whether by insurance or otherwise. However, if required by the Council (as notified by the Council in writing), the Supplier must:
10.2	Council as Regulatory Authority: The Supplier acknowledges that the Council has regulatory powers and functions (Regulatory Capacity) and that this Agreement does not bind or fetter the Council in its Regulatory Capacity.	(a)	hold the type(s) of insurance required by the Council;
		(b)	hold such insurance, with a reputable insurer and maintain that insurance cover for the term of this Agreement and for a period of 3 years after the End Date, and
		(c)	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 Council.
11.	Employment standards	13.	Liability and Indemnity
11.1	The Supplier must:	13.1	Supplier Liability: To the maximum extent permitted by law, the Supplier indemnifies and holds the Council harmless against any direct costs, losses, damages, expenses, liabilities or proceedings suffered or incurred at any time by the Council as a result of any breach of the Supplier's obligations or undertakings contained in this Agreement.
	(a) comply with its employment obligations under all relevant legislation, including the Employment Relations Act 2000, the Minimum Wage Act 1983, the Wages Protection Act 1983, the	13.2	Council Liability: The Supplier agrees that the Council's liability in connection with this Agreement shall be limited to payment of

the Fee payable in respect of the relevant Purchase Order.

- 13.3 **Exclusion:** Nothing expressed or implied in this Agreement will confer any liability on either party (**First Party**) in respect of any:
- (a) Indirect, consequential or special loss, damage, cost or expense suffered or incurred by the other party as a direct or indirect result of a breach by the First Party of any of its obligations under this Agreement; or
 - (b) Loss, damage, cost or expense suffered or incurred by the other party, to the extent to which this results from any act or omission by that other party.

14. Information and Records

- 14.1 **Purchase Order Records:** The Supplier shall maintain complete and adequate records of each Purchase Order received under this Agreement and shall at all times supply such data and information as is necessary to keep the Council fully informed of the progress of Goods and/or Services to be provided under any Purchase Order and the performance of its obligations under this Agreement.
- 14.2 **Written Reports:** The Supplier shall from time to time when requested by the Council deliver written reports and data to the Council and the Council shall at all times have complete access to all records and such other data as may be compiled relating to any Goods and/or Services delivered under this Agreement and all such data and records shall be delivered by the Supplier to the Council and shall belong exclusively to the Council.

15. Intellectual Property

- 15.1 **Ownership:** Unless otherwise agreed in writing between the parties, the following ownership arrangements for Intellectual Property will apply:
- (a) All Intellectual Property of a party or its licensors that is not developed, commissioned or created under or in connection

with this Agreement, but is used for the purposes of this Agreement (**Pre-existing IP**) together with all updates, modifications, adaptations and/or additions made to that Intellectual Property whether under this Agreement or otherwise, will continue to be owned by that party or its licensors.

- (b) Subject to clause 15.1(a), all new Intellectual Property that is developed, commissioned or created under this Agreement will be owned exclusively by the Council upon creation.

- 15.2 **Licence:** The Supplier must ensure that the Council has all the necessary rights (and documentation) to fully enjoy the benefits of the Goods or Services. The Supplier grants to the Council a worldwide, royalty-free, perpetual, irrevocable, non-exclusive licence to use, adapt and enjoy Supplier's Pre-existing IP to the extent necessary to enable the Council to receive, use and enjoy the full benefit of the Goods and/or Services, and this Agreement.

- 15.3 **No infringement:** The Supplier warrants to the Council that ownership (where intended), possession, use, modification or resale by the Council of any Goods and/or Services or materials supplied will not infringe any third party's rights.

16. Confidentiality

- 16.1 **Confidential Information:** The Council and the Supplier undertake to treat as confidential and not misuse or disclose to any third person or entity any information belonging to the other party that could reasonably be expected to be proprietary, commercially sensitive or confidential, or that is not yet publicly known, and which comes to their knowledge during the term of, or in connection with, this Agreement, except to the extent as may be necessary for the performance of this Agreement or as required by law. At the Council's request, the Supplier must return to the Council or destroy (at the Council's option) all

	confidential information relating to the Council in the Supplier's control.		the relationship between the parties is realised.
16.2	Official Information: The Supplier acknowledges that the Council is subject to the Local Government Official Information and Meetings Act 1987 (LGOIMA) and that under that Act the Council may be requested to release certain official information about the Goods and/or Services, or this Agreement held by the Council and/or the Supplier in connection with this Agreement. If the Supplier holds any information that the Council is required to disclose pursuant to a request under the LGOIMA, then, upon request from the Council, the Supplier must promptly provide copies of the same to the Council.	19.2	The Council may carry out a review of the Supplier's performance under this Agreement at any time and the Supplier agrees to co-operate fully with the Council, including by attending all relevant meetings and providing all requested records and information.
17.	Assignment or subcontracting	20.	Termination
17.1	No Assignment or Subcontracting: The Supplier shall not assign, transfer or subcontract any of its rights or obligations under this Agreement without the prior written consent of the Council, provided that such consent will not to be unreasonably withheld.	20.1	Termination by Notice by Council: Despite any of the other terms and conditions of this Agreement, the Council may at any time, without prejudice to any other rights and remedies it may have under this Agreement or otherwise at law, terminate this Agreement on giving 20 Business Days' written notice to the Supplier.
17.2	Responsibility: The Supplier shall be responsible to the Council for the Services performed by any Sub-contractor, and the sub-contracting of any of the Services will not relieve the Supplier from any liability or obligations under this Agreement.	20.2	Supplier's request to terminate: At any time during the term of this Agreement the Supplier may notify the Council in writing that it wishes to terminate this Agreement. The Council 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 Council: <ul style="list-style-type: none"> (a) consents, this Agreement will be terminated on a date that is mutually agreed between the parties, or (b) does not consent, this Agreement will continue in full force as if the Supplier's notice requesting termination had not been given.
18.	Conflict of Interest	20.3	Insolvency Event: In the event that the Supplier becomes insolvent, is placed in receivership, has a winding up order issued against it or files a petition for proceeding in bankruptcy, this Agreement may be terminated immediately in writing by the Council.
18.1	Notice of Conflict: The Supplier will immediately disclose any potential conflict of interest to the Council which could or does arise in relation to the provision of the Goods and/or Services by the Council as a result of a present or future appointment, assignment, employment, engagement or any other interest of the Supplier.	20.4	Termination for Cause: Either party (First Party) may terminate this agreement at any time and with immediate effect by written notice to the other party (Second Party) if the Second Party:
19.	Relationship		
19.1	The Council and the Supplier/Contractor will act in good faith towards one another and do all things reasonably required to ensure that the full benefit of this Agreement and		

	(a)	Has committed a material breach of this Agreement where that breach is reasonably capable of being remedied within 10 Business Days and where the Second Party has failed to comply with an earlier written notice given by the First Party specifying that breach; and requiring that the Second Party remedy that breach within the period specified in the earlier notice; or			extent the failure is due to an Extraordinary Event.
	(b)	Has committed a material breach of this Agreement, where that breach is not reasonably capable of being remedied by the Second Party.		21.2	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: <ul style="list-style-type: none"> (a) the nature of the circumstances giving rise to the Extraordinary Event (b) the extent of that party's inability to perform under this Agreement; (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 Agreement.
20.5		Payment: Where the Council terminates this Agreement and, as at the date of termination, the Supplier has carried out or performed work under a Purchase Order: <ul style="list-style-type: none"> (a) Where the Purchase Order is for the supply of Goods, the Council will pay to the Supplier any actual out-of-pocket costs incurred by the Supplier as at the date of termination; or (b) Where this Purchase Order is for the supply of Services, the Council will pay the Supplier the reasonable value of the work actually performed under the Purchase Order as at the date of termination, as agreed by the parties. 		21.3	Termination: If a party is unable to perform any obligations under this Agreement for 20 Business Days or more due to an Extraordinary Event, the other party may terminate this Agreement immediately by giving notice.
				22.	Dispute Resolution
				22.1	Dispute Resolution Process: If any dispute or difference arises between the parties in relation to this Agreement, the parties will follow the dispute resolution process as set out in this clause 22.
				22.2	Good Faith Obligation: The parties agree to act in good faith and use their best endeavours to co-operate with each other to promptly resolve any dispute or difference that may arise in relation to this Agreement.
20.6		Limits on Payment: In any event, where the Council makes a payment to the Supplier under clause 20.5: <ul style="list-style-type: none"> (a) In no circumstances will that amount exceed the Purchase Order price; and (b) The Supplier will not be entitled to any further costs or damages howsoever arising. 		22.3	Senior Management: If a dispute cannot be resolved in accordance with clause 22.2, either party may give written notice to the other at any time specifying the nature of the dispute (Dispute Notice) and requiring that a senior management representative of the Supplier and the relevant general manager of the Council meet within 10 Business Days after delivery of the Dispute Notice, to attempt to resolve the Dispute (Dispute Resolution Meeting).
21.		Extraordinary Events			
21.1		No liability: Neither party will be liable to the other for any failure to perform its obligations under this Agreement to the			

22.4	Mediation: If the parties fail to resolve the dispute at the Dispute Resolution Meeting, or if a party fails or refuses to attend the Dispute Resolution Meeting, either party may give written notice to the other specifying its intention to refer such dispute or difference to mediation. If a request to mediate is made then the party making the request will invite the chairperson for the time being of the New Zealand Chapter of the Resolution Institute to appoint a mediator to enable the parties to mediate and settle the dispute. All discussions in the mediation will be without prejudice and will not be referred to in any later proceedings. The parties will bear their own costs in the mediation and will equally share the mediator's costs.		Phone Number: 0800 736 222
			Email Address: Invoices and statements Invoices@trc.govt.nz
			Account Queries accounts.payable@trc.govt.nz
			Physical Address: 47 Cloten Road, Stratford, 4332
			Notices to Supplier: All contact details are as per the Creditors Form.
22.5	Effect of dispute: If there is a dispute, each party will continue to perform its obligations under this Agreement as far as practical given the nature of the dispute.	23.3	Time of Delivery: Any notice transmitted by email or delivered after 4.00 pm on a Business Day, or at any time on a non-Business Day, will be deemed received at 9.00 am on the next Business Day (being, in each case, the time of day at the intended place of receipt of that notice).
22.6	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 clauses 22.2 to 22.4, unless that party requires urgent relief from a court.	24.	General
23.	Notices	24.1	Waiver: No waiver by either party of any provision of this Agreement shall be binding unless made by formal amendment to this Agreement. Further, any such waiver shall relate only to such matter, non-compliance or breach as it expressly relates to and shall not apply to any subsequent or other matter, non-compliance or breach.
23.1	Method of Delivery: Any written notice required under this Agreement must be signed by a duly authorised senior representative of the party giving that notice and will be deemed validly given if:	24.2	Variation: This Agreement may not be varied except by agreement in writing signed by the authorised representative of each party.
	(a) Delivered by hand or post to the intended recipient's address as set out or referred to below; or	24.3	Remedies: The rights, powers and remedies provided in this Agreement are cumulative and in addition to any rights, powers or remedies provided by law.
	(b) Sent by email to the intended recipient's email address as set out or referred to below and, at the time the email enters the recipient's information system, it is not returned undelivered or as an error.	24.4	Relationship: Nothing in this Agreement should be interpreted as constituting either the Council or the Supplier as an agent, partner or employee of the other, and neither party shall represent to any other person that such a relationship exists.
23.2	Addresses: The addresses (including email address) to which notices are to be delivered or sent are as follows:	24.5	Severability: Should any part or portion of this Agreement be held invalid, the remainder of the Agreement shall continue in force and effect as if the invalid provision had been deleted provided however that the parties to this Agreement may negotiate a valid and enforceable provision in replacement of the invalid provision.
	Notices to the Council:		
	Contact: Accounts payable		

- 24.6 **Entire Agreement:** Other than in relation to any separate supply agreement, this Agreement constitutes the entire agreement between the Council and the Supplier and supersedes any previous or existing negotiations, letters, offers, representations or agreements, either written or oral, between the parties in relation to the supply of Goods and/or Services.
- 24.7 **Governing Law:** This Agreement shall be governed by the laws of the New Zealand and the parties submit to the Courts of New Zealand.