



## Standard Contract Terms & Conditions

Council has particular set of standard terms and conditions we contract under to make sure both ourselves and our delivery partners are able to meet government legislation and regulation requirements. As local government operates under different sets of legislation to central government, we have different contractual provisions and different risk profiles.

Suppliers should expect to see these standard terms and conditions drafted into contracts as variation to an industry standard agreement, and/or as special conditions. From time to time these terms may be negotiated to ensure they are fit for purpose for the contract in question. Where there are discrepancies between these terms, and those noted in an RFX document package or direct engagement with a supplier, refer to the later.

Standard provisions such as those related to local government and health and safety for example, will feature across all our standard suite of contracts (Government Model Contracts for Services or Goods, All of Government Agreements, CCCS, ACENZ Short Form, Minor and Medium Works from NZS3910 etc.).

The below example is how we have varied the Government Model Contract (GMC) for Services template to include such provisions.

*Please note, this document should be used as a means to be aware of these clauses. This document itself is not a contract.*

### **Example - For GMC for Services**

#### **Schedule 2 of this Contract is amended as follows:**

1. Delete clause 2.3(d) and replace it with the following:

- (c) comply with any relevant codes of conduct, policies and other requirements referred to in Schedule 1 or notified by the Buyer to the Supplier from time to time.

2. Add a new clause 6.4 as follows:

**6.4 Local government reorganisation:** The Parties agree that in the event of a local government reorganisation in the Wellington region, the Buyer may elect to assign its rights or novate its rights and obligations under this Contract to the relevant public entity. If the Buyer exercises its right under this clause to assign or novate this Contract, the Supplier agrees to sign all documents and do all things necessary to give effect to such assignment or novation.

3. Amend clause 13.1(c) by deleting the text “Official Information Act 1982” and replacing it with “Local Government Official Information and Meetings Act 1987”.

4. Add new clauses 17.11 and 17.12 as follows:

17.11 **Territorial authority:** The Supplier acknowledges that the Buyer is the territorial authority for the area in which the Services are to be provided, and that in terms of its regulatory functions as a local authority the Buyer must act as an independent local authority and not as a party to this Contract. Any consent or approval of the Buyer acting as a party to this Contract shall not be construed as a consent or approval of or bind it in its regulatory capacity.

17.12 **LGOIMA:** The parties acknowledge that the Buyer is subject to the Local Government Official Information and Meetings Act 1987 and that under that Act the Buyer may be required to release information about the Services and the Supplier. The Supplier agrees to comply with the requirements of the Local Government Official Information and Meetings Act 1987 in relation to all information relating to the Buyer held by the Supplier or its employees. The Supplier will only release information directly to a third party under the Local Government Official Information and Meetings Act 1987 through the Buyer unless compelled by a competent authority, in which case it will immediately advise the Buyer as to the information released.

5. The section entitled “Definitions” is amended so that a new penultimate bullet point is added to the list of bullet points in the definition of “Confidential Information” as follows:

“● is personal information as defined in the Privacy Act 2020, or”.