

**Master Services Agreement**

**Between**

**Aoraki Environmental Consultancy Limited**

**and**

**the MacKenzie District Council**

# Master Services Agreement

**Between** MacKenzie District Council  
(“the Principal”)

**And** Aoraki Environmental Consultants Limited  
(the “Consultant”)

Each a “Party” and together the “Parties”.

## The Parties Agree as Follows:

### 1. Background

- 1.1 The Principal is a local authority in accordance with the Local Government Act 2002.
- 1.2 As part of the of its work the Principal is required to consult with and take account of the views of tangata whenua and to increase opportunities for Maori to participate in local government decision making.
- 1.3 Within the district of the Principal tangata whenua are represented by Te Rūnanga o Arowhenua.
- 1.4 Te Rūnanga o Arowhenua has established and mandated the Consultant to engage with the Principal and provide services to the Principal for purposes including assisting the Principal to consult with and understand the views of tangata whenua in relation to its work.

### 2. Interpretation


- 2.1 In this Agreement the following terms have the following meanings unless the context requires otherwise:
  - a. "Agreement" means this agreement between the Parties and any schedules to it.
  - b. "Confidential Information" means, all information (in whatever form it may be recorded) relating to the business and operations of the Principal, including but not limited to all information relating to:
    - i. The services offered, performed or planned to be performed by the Principal and all pricing information relating to them;
    - ii. Contracts and other communications between the Principal and third parties;
    - iii. This Agreement and the nature of the Services;
    - iv. The content of any Work including any written document (in whatever form it may be recorded) or oral presentation, created by the Consultant as a result of the operation of this Agreement;
    - v. All information identified by the Principal to be confidential or proprietary in nature and any information that, from its nature and / or the circumstances in which it is made available to the Consultant, ought reasonably to be treated as confidential or proprietary,



except information which is in or enters the public domain other than by reason of a default by either of the Parties.

- c. "Intellectual Property" means copyright, trade marks, designs, patents, whether registered or not and trade or professional secrets.
- d. "Services" means the services specified in Schedule One.
- e. "Statement of Work" means a document describing a particular set of tasks, activities, projects or requirements, (including delivery of any Work), (and irrespective of its name – ie, it may be described as a Scope of Works or Schedule of Services etc) issued by the Principal to the Consultant in accordance with Schedule One of this Agreement (referencing this Agreement) and accepted and agreed to by the Consultant.
- f. "Work" means any output or thing created, developed, supplied or contributed by the Consultant arising out of or in relation to provision of the Services.

### 3. Term

- 3.1 Unless earlier terminated under the termination provisions of this agreement, this Agreement shall commence on the 01<sup>st</sup> of July 2025 and shall be in place until the 30<sup>th</sup> of June 2025. 2027 

### 4. Consultant's Obligations

#### 4.1 The Consultant will:

- a. Perform the Services in a timely, efficient, careful and competent manner and to a reasonable professional standard expected of a similar consultant providing similar services;
- b. Comply with all applicable and relevant law in providing the Services;
- c. Comply with all lawful and reasonable requirements of the Principal affecting the provision of the Services;
- d. Keep the Principal informed of the activities it has carried out and its planned activities as they relate to the Services;
- e. Keep accurate records of the Services provided and the time spent providing the Services and allow the Principal access to that information as the Principal reasonably requires;
- f. Exercise due care and skill in the handling of Confidential Information or other records belonging to the Principal;
- g. Work co-operatively with the Principal;
- h. Make good any errors, omissions, defects, or faults in the Services in respect of which the Principal provides written notice to fix in accordance with this Agreement;
- i. Only enter into any agreement on behalf of the Principal, or do anything giving rise to an obligation of the Principal with the written consent of the Principal.

- 4.2 If when carrying out the Services the Consultant receives any money or assets on behalf of the Principal the Consultant must account to the Principal for the money and deal with the assets as the Principal directs.



## 5. Payment

- 5.1 In consideration of the Consultant providing the Services, the Principal will pay the Consultant as set out in Schedule 2 of this Agreement.
- 5.2 The Consultant will invoice the Principal for amounts payable on a monthly basis.
- 5.3 The Principal will, on or before the 20th of the month following the receipt of the Consultant's invoice, pay the Consultant the amounts payable; unless the Principal gives the Consultant written notice, within 7 days of receipt of the Consultant's invoice, that the invoice is disputed ("the Disputed Amount").
- 5.4 For the purpose of clause 5.3 a dispute may arise for reasons including, but not limited to:
- a. The inability of the Principal to match information contained in an invoice to the Services; or
  - b. The Principal's belief on reasonable grounds that the amount invoiced is not in accordance with this Agreement; or
  - c. The Principal's belief on reasonable grounds that the Services have not been performed in accordance with this Agreement.
- 5.5 The Parties will seek to resolve any matters relating to a Disputed Amount in the following manner:
- a. The Principal and the Consultant will discuss the Disputed Amount and attempt to resolve the dispute.
  - b. The expected timeframe for resolution of the dispute is two working days from the date that the existence of the dispute is notified to the Consultant.
  - c. The Parties will make all reasonable endeavours to reach agreement within this timeframe.
  - d. If the dispute is not resolved within this timeframe, the dispute resolution process set out in clause 10 will apply.
- 5.6 The Principal will not be obliged to pay any Disputed Amount while a dispute is unresolved.
- 5.7 The Principal will pay any amount mutually agreed as required to resolve a dispute within one week of the resolution of the dispute. The Principal will not be required to pay interest on any unpaid Disputed Amount.
- 5.8 The Principal will pay the Consultant all Goods and Services Tax (under the Goods and Services Tax Act 1985) payable on amounts payable under this Agreement.
- 5.9 The Consultant will be responsible for meeting all tax, accident compensation levies, public liability insurance premiums, and other costs and expenses relating to the Consultant's business.
- ## 6. Expenses
- 6.1 The Principal will not be responsible for payment of any expenses incurred by the Consultant unless the expenses are referred to in a Statement of Work or the Parties agree to the expenditure before it is incurred.

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**7. Consultant's Status**

- 7.1 This Agreement is between the Principal and the Consultant as an independent Contractor, and will not be construed as a contract of employment, partnership, joint venture or agency.
- 7.2 The Principal will not be liable to pay the Consultant any wages, salary, sick pay, holiday pay, redundancy compensation, or superannuation or any other kind of payment except as provided in a Statement of Work.
- 7.3 The Consultant shall before executing this Agreement be registered with the Inland Revenue Department for GST and will, if requested, furnish documentary evidence of registration to the Principal.

**8. Assignment**

- 8.1 The Consultant may assign or sub-contract delivery of the Services but notwithstanding, will remain responsible for performance of the Services in accordance with this Agreement.

**9. Disputes**

- 9.1 A Party who claims a dispute has arisen out of or in relation to this Agreement must give written notice to the other Party specifying the nature of the dispute.
- 9.2 The Parties agree that they will take all reasonable steps to resolve any dispute that may arise out of or in relation to this Agreement by negotiation in the first instance.
- 9.3 Any dispute referred to in this clause that cannot be resolved by negotiation between the Parties within 7 days of receipt of notice of a dispute will be referred to mediation.
- 9.4 If a dispute arises, the Consultant and the Principal will continue to perform their obligations under this Agreement while the dispute is being resolved.
- 9.5 This clause will not apply to an application by any Party seeking urgent relief from any Court.

**10. Intellectual Property and Confidentiality**

- 10.1 Each Party's Intellectual Property existing before commencement of this Agreement shall continue to belong to and remain that Party's absolute property.
- 10.2 Intellectual Property created under this Agreement shall remain the property of the Consultant subject to a perpetual, royalty free licence to the Principal to use that Intellectual Property for all purposes reasonably connected to the Services.
- 10.3 Nothing in this Agreement affects or influences any rights in or to mātauranga and ownership of mātauranga remains with its traditional kaitiaki at all times.
- 10.4 The Consultant will:
- a. Not disclose any Confidential Information or any element of the Work and / or Services to any person other than in the proper performance of its obligations under this Agreement;
  - b. Use reasonable endeavours to prevent the disclosure or publication of any Confidential Information or Work by any other person;
  - c. Only use Confidential Information for the purposes of performing this Agreement.

## 11. Notices

- 11.1 Any notice or communication to be given or made under this Agreement will be in writing and made by email, or by post:
- a. In the case of the Principal, to:
- Angela Oosthuizen, Chief Executive Officer*  
[angela.oosthuizen@mackenzie.govt.nz](mailto:angela.oosthuizen@mackenzie.govt.nz)
- In the case of the Consultant, to:
- Ally Crane, General Manager*  
[allycrane@aecltd.co.nz](mailto:allycrane@aecltd.co.nz)
- 11.2 All notices will be deemed to have been given:
- a. if emailed, upon receipt by the recipients email server.
- b. if mailed, five days after being deposited in the mail by the sender;

## 12. Variation

- 12.1 This Agreement may be varied by agreement in writing between the Parties. Any variation will be read together with and deemed to be part of this Agreement.

## 13. Termination

- 13.1 The Principal may terminate this Agreement by written notice to the Consultant with immediate effect if the Consultant:
- a. Commits a material breach of this Agreement; or
- b. Is involved in any conduct that brings the Principal into disrepute; or
- c. Commits an act of bankruptcy or makes or enters into any arrangement or composition with its creditors; or
- d. Appoints or has a receiver, manager, liquidator, assignee in bankruptcy, statutory manager, administrator or similar official appointed in respect of the Consultant or any of its assets, or steps are taken for an appointment;
- e. Has breached any of the terms of this Agreement capable of remedy and fails to remedy the breach within 30 days of written notice from the Principal requiring the breach to be remedied.
- 13.2 The Consultant may terminate this Agreement by written notice to the Principal with immediate effect if:
- a. The Principal is in arrears for more than 30 days after any payment by the Principal has become due, unless the Principal has given notice within 7 days of receipt of the invoice that it disputes the invoice or part thereof; or
- b. The Principal has breached any term of this Agreement capable of remedy and fails to remedy the breach within 30 days of notice in writing from the Consultant requiring the breach to be remedied; or

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- c. The Principal becomes subject to the appointment of a receiver, liquidator, statutory manager or similar.

13.3 Termination of this Agreement shall be without prejudice to other rights and remedies of the Parties arising out of any default which occurs before the termination and shall be without prejudice to any claim for moneys payable as at the date of termination or in respect of work done or liabilities incurred before the termination.

13.4 Following termination the Consultant will return to the Principal any of its records, equipment or other property.

#### **14. Limitation of Liability**

14.1 In any case the Consultant shall not be liable to the Principal for an amount that exceeds the amount paid or payable to the Consultant by the Principal under the Statement of Work detailing the Services in respect of which the liability has arisen.

#### **15. Surviving Clauses**

15.1 The following clauses will survive termination or expiration of this Agreement:

- a. Clause 9 (Disputes)
- b. Clause 10 (Confidentiality and Intellectual Property)
- c. Clause 14 (Limitation of Liability)

#### **16. Health and Safety**

16.1 The Consultant will co-operate in observing health and safety requirements. In particular, the Consultant will:

- a. Keep proper documentation of its own to meet its obligations under the Health and Safety at Work Act 2015 and allow the Principal reasonable access to that documentation if requested.
- b. Observe and practice safe work methods.
- c. Comply with all codes of practice relevant to the Services.
- d. Comply with any reasonable policies of the Principal (prior notice of which is given to the Consultant) relating to health and safety.
- e. Report to the Principal all situations which may cause harm or hazards that come to the Consultant's attention.
- f. Take a proactive approach to managing workplace health and safety.

#### **17. Consultant's First Option to Provide Services**

17.1 The Principal recognizes and agrees that the Consultant is especially placed and mandated to provide services in the nature of the Services on the basis of its connection with tangata whenua and Te Runanga o Arowhenua.

17.2 In all cases where the Principal seeks the provision of services the same as or similar to the Services the Principal shall give the Consultant the first opportunity to provide such services and shall collaborate with the Consultant with a view to ensuring that the Principal will utilize the Consultant whenever reasonably possible.

**18. Entire Agreement**

18.1 Subject to the overarching relationship between the Principal and Te Rūnanga o Arowhenua this Agreement (and any relevant Statement(s) of Work) constitute the entire agreement between the Parties in respect of the Services and shall supersede all prior oral or written agreements, understandings, or arrangements.

**19. Force Majeure**

19.1 Neither the Principal nor the Consultant will be liable for any act, omission, or failure to fulfill its obligations under this Agreement if such act, omission or failure arises from any cause reasonably beyond its control. The Party unable to fulfil its obligations will immediately notify the other in writing of the reasons for its failure to fulfil its obligations; any damage or loss caused (or likely to be caused); and any proposed remedial action.

**20. Miscellaneous**

20.1 In this Agreement unless the context requires otherwise:

- a. The singular includes the plural and the plural includes the singular;
- b. A reference to a gender includes the other gender;
- c. A reference to "it" may include either gender;
- d. A reference to a person includes a partnership or corporation;
- e. Headings will be ignored in interpreting this Agreement;
- f. A reference to a person includes (where applicable) its successors, personal representatives and permitted assigns;
- g. A reference to writing includes a reference to printing, typing and all other methods of reproducing words in a visible form.

20.2 A failure or delay in exercising a Party's right under this Agreement will not be a waiver of that right. A waiver of a Party's right under this Agreement will not be effective unless it is in writing. A waiver of a Party's right on one occasion will not constitute a waiver of that right or a similar right on any other occasion.

20.3 Each Party will bear its own costs and expenses in relation to this Agreement and the transactions contemplated by it.

20.4 Each Party must, at its cost, execute and deliver all documents and do all other things reasonably necessary for the proper and complete performance of its obligations under this Agreement.

20.5 This Agreement may be executed in any number of counterpart copies which taken together will be deemed to form one Agreement.

20.6 The law of New Zealand applies to this Agreement and the transactions contemplated by it.

20.7 The courts of New Zealand have exclusive jurisdiction in respect of this Agreement and the transactions contemplated by it.



Dated: 2025

Signed )  
for and on behalf of the )  
Principal )

Fl. Co. St. Huize.  
Signature

in the presence of:

Signature: Bailey

Name: Emma Bailey

Occupation: EA

Address: 53 Main St, Fairlie.

Signed )  
for and on behalf of the Consultant )  
)

[Signature]  
Signature

in the presence of:

Signature: [Signature]

Name: Jamie Walters

Occupation: Branch Manager

Address: Timaru

## Schedule One

### Services.

The Principal shall provide services to AECL on the basis of Statements of Work issued to and accepted by AECL. The nature of the Services is to provide technical advice on the environmental effects on mana whenua. This includes providing technical advice on:

- Planning and policy documents including review or changes to district plan, spatial planning, infrastructure planning, outline development plans, council-initiated management plans/strategies;
- Long Term and Annual Council Plan processes;
- Resource consent applications:
  - Within SASM areas
  - Outside of SASM areas where:
    - Consents that are new/novel in rural areas – eg mining and quarries, large infrastructure, new industrial activities, solar farms, large scale commercial activities
    - Subdivision consents including subdivision development in the rural zone where multiple small lots will be created
    - New subdivision and land use activities that are near to or that could affect waterways (including areas with springs) and/or the coastline
    - Consents for afforestation or where over 500,m2 of indigenous vegetation will be cleared.
- Involvement in the preparation and implementation of council held consents, for example stormwater management consents; and
- Historical and current land fill issues and solutions; and
- Opportunities to work together on environmental monitoring and education, eg on SASM

AECL shall also assist the Principal to meet its statutory obligations for Māori engagement and participation under the Resource Management Act 1991 and Local Government Act 2002 such as

- Cultural Monitoring
- Cultural Impact Assessments
- Cultural Peer Reviews of Documentation
- Mana Whenua Facilitation

In addition, AECL will provide assistance with anything else agreed by the parties on a case-by-case basis.

The Principal shall provide AECL with whatever relevant information, documents, and other resources, as it determines is reasonably required to enable AECL to deliver the Services.

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