



Headquarters  
New Zealand Defence Force  
Defence House  
Private Bag 39997  
Wellington Mail Centre  
Lower Hutt 5045  
New Zealand

OIA-2025-5513

10<sup>th</sup> October 2025

Dear [REDACTED]

I refer to your email of 17 August 2025 requesting, under the Official Information Act 1982 (OIA), the following:

*I wish to make a request under the OIA for full disclosure of the agreement(s) in place between the NZDF/RNZAF and the trust operating the Biggin Hill Historic Aircraft Centre at RNZAF Base Ohakea. Specifically requested are -*

- 1. Copies of the agreement(s) and/or...*
- 2. The date of signing of the agreements.*
- 3. The names & job titles of signatories to these agreements.*
- 4. The duration of the agreements.*
- 5. If there are any review periods built into the agreements.*
- 6. Details of commercial arrangements...ie Who pays for what and at what rates?*
- 7. Details on the provision by the NZDF/RNZAF of any free services in terms of the provision of space, facilities, plant, labour, materials or any other assistance rendered to the Biggin Hill Trust.*
- 8. Whether there is any public access to the above information other than under the Official Information Act.*
- 9. Whether there are any other such agreements in place between the NZDF and private entities either at Ohakea or any other NZDF facility.*
- 10. A full list including ownership details of aircraft routinely domiciled in the two hangars that comprise the Ohakea facility.*

At enclosure one is a copy of the agreement between the New Zealand Defence Force (NZDF) and Biggin Hill Trust (the Trust). This addresses parts 1 to 6 of your request. Where indicated, personal information is withheld to protect privacy in accordance with section 9(2)(a) of the OIA; and, pricing information is withheld to avoid prejudicing future negotiations in accordance with section 9(2)(j) of the OIA; and, organisational information is withheld in accordance with section 9(2)(k) of the OIA to avoid the malicious or inappropriate use of this information, such as phishing, scams or unsolicited advertising.

Further to the information provided in the email to you of 3 October 2025, the Royal New Zealand Air Force (RNZAF) provides assistance to the Biggin Hill Trust for the painting of historical aircraft that are connected to the RNZAF. Such services and assistance include using the RNZAF Base Ohakea paint shop facilities, labour, and technical support only for the purpose of repainting. No materials are provided by the RNZAF.

You retain the right, under section 28(3) of the OIA, to ask an Ombudsman to review this response to your request. Information about how to make a complaint is available at [www.ombudsman.parliament.nz](http://www.ombudsman.parliament.nz) or freephone 0800 802 602.

Please note that responses to official information requests are proactively released where possible. This response to your request will be published shortly on the NZDF website, with your personal information removed.

Yours sincerely

**GA Motley**

Brigadier

Chief of Staff HQNZDF

**Enclosure:**

1. Biggin Hill Trust agreement

**AGREEMENT**



**HER MAJESTY THE QUEEN**

**NEW ZEALAND DEFENCE FORCE  
TE OPE KĀTUA O AOTEAROA**

**AND**

**BIGGIN HILL TRUST**

**AGREEMENT 15617  
FOR  
HERITAGE FLIGHT SERVICES**

**SIGNATURE PAGE**

**THIS AGREEMENT** is made on the 31st day of JANUARY 2022

**BETWEEN HER MAJESTY THE QUEEN** in right of Her Government in New Zealand acting by and through the Chief of Defence Force (NZDF) **AND**

**BIGGIN HILL TRUST** (NZBN 9429048359375) a registered charitable trust incorporated under the Charitable Trusts Act 1957 having its registered office at 6 Hair Street, Marton 4710 (the Trust).

**BACKGROUND**

- A. The Trust owns and operates each Aircraft.
- B. NZDF has identified a requirement for the use of each Aircraft for heritage flying activity.
- C. The Trust has agreed to hire each Aircraft to the NZDF on the terms set out in this Agreement.

**SIGNED for CHIEF OF DEFENCE FORCE**  
by **VANESSA JANE WHITE**  
being the Director, Commercial Delivery  
Defence Commercial Services

) Digitally signed by Vanessa White  
) DN: cn=Vanessa White, o, ou,  
) email=vanessa.white@nzdf.mil.nz  
) , c=NZ  
Date: 2022.02.02 11:20:05 +13'00'

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**SIGNED for and on behalf of**  
**BIGGIN HILL TRUST**  
by **BRENDON EDWARD DEERE**  
as Trustee

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)  
)  
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## CONTENTS

1	Definitions and Interpretation .....	5
2	Term .....	6
3	Use of Aircraft.....	6
4	Hire Rates .....	7
5	The Trust's Obligations .....	7
6	NZDF's Obligations .....	7
7	Purchase Orders .....	8
8	Payment .....	8
9	Set off .....	9
10	Insurance.....	9
11	Liability .....	9
12	Termination .....	10
13	Confidentiality and Publicity .....	10
14	Dispute Resolution .....	10
15	Force Majeure .....	11
16	Notices .....	11
17	Supplier Code of Conduct .....	12
18	Variations .....	12
19	Entire Agreement .....	12
20	Assignment.....	12
21	Waiver .....	12
22	Severability .....	12
23	No Representations .....	12
24	Further assurances .....	13

25	Privity.....	13
26	Survival.....	13
27	Governing Law and Jurisdiction .....	13
28	Counterparts.....	13
	FIRST SCHEDULE - PRICE.....	14
	SECOND SCHEDULE – POINTS OF CONTACT .....	15
	THIRD SCHEDULE – SUPPLIER CODE OF CONDUCT .....	16

s. 9(2)  
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## CONDITIONS

### 1 Definitions and Interpretation

#### 1.1 In this Agreement, unless the context otherwise requires:

**Agreement** means this Agreement and includes the schedules and any Purchase Order.

**Aircraft** means either individually or in any combination:

- (a) the ex-RNZAF Harvard aircraft – registration NZ1037 (Civil Registration ZK-ENA)
- (b) Supermarine Spitfire (civil registration ZK-SPI); and
- (c) Grumman Avenger (civil registration ZK-TBE).

**Business Day** means a calendar day other than any Saturday, Sunday, public holiday in New Zealand (as defined in the Holidays Act 2003) or any day falling within the period from 24 December to 5 January both inclusive.

**Civil Aviation Act** means the Civil Aviation Act 1990.

**Commencement Date** means 1 December 2021.

**Contract Year** means a 12 month period commencing on the Commencement Date and each subsequent 12 month period after that.

**GST** means goods and services tax chargeable under the Goods and Services Tax Act 1985.

**Hire Rates** means the rates payable by NZDF for the hire of the Aircraft as set out in the First Schedule.

**Term** means from the Commencement Date to 30 June 2023 and includes any renewed term under clause 2.2.

**NZDF Pilot** means any NZDF personnel that meets the aircraft type specific experience requirements as set by the Trust and approved by the Trust to act as the Pilot-in-command in accordance with clause 3.3.

**Owner** has the meaning given in the Civil Aviation Act.

**Operator** has the meaning given in the Civil Aviation Act and the Rules and Operate have a corresponding meaning.

**Pilot-in-command** has the meaning given in the Civil Aviation Act.

**Purchase Order** means an official numbered form specifying the details of the maximum flight hours requested by NZDF for each Aircraft in a Contract Year.

**Representative** means the person(s) set out in item 2 of the Second Schedule – Point of Contact or any replacement person nominated by the relevant party and notified to the other party.

**Rules** means the Civil Aviation Rules made under the Civil Aviation Act.

#### 1.2 In this Agreement, unless the context requires otherwise:

- a. references to clauses and schedules are to clauses of and schedules to this Agreement;
- b. derivations of any defined word or term will have a corresponding meaning;

- c. the headings to clauses are inserted for convenience only and do not affect interpretation of this Agreement;
- d. the word including and other similar words do not imply limitation;
- e. a person includes any individual, company, unincorporated associations or partnerships;
- f. the plural includes the singular and vice versa;
- g. a reference to any legislation (including an Act or legislative or other instrument) includes any legislative or other instrument made under that legislation and amendments to or replacements of any of them from time to time;
- h. all amounts payable under this Agreement are expressed in New Zealand dollars;
- i. any obligation falling due for performance on or by a day other than a Business Day will be performed on or by the Business Day immediately following that day; and
- j. the recitals to this Agreement under the heading "Background" form part of this Agreement.

1.3 Where there is any inconsistency in the interpretation of the operative provisions of this Agreement (clauses 1 to 28), the Schedules or the Purchase Orders the following order of precedence applies in descending order:

- a. terms of this Agreement;
- b. the Schedules; and
- c. the Purchase Orders.

## **2 Term**

- 2.1 This Agreement will commence on the Commencement Date and will continue for the Term, unless earlier terminated in accordance with this Agreement.
- 2.2 Prior to the expiry of the Term, the parties may agree to renew this Agreement for a further term to be agreed between the parties. Any renewal will be recorded by a variation of this Agreement in accordance with clause 18 – Variations and will be on the same terms and conditions of this Agreement, except as otherwise agreed in writing.

## **3 Use of Aircraft**

- 3.1 The Trust agrees to hire to NZDF, and NZDF agrees to use, the Aircraft on a hire basis on the terms set out in this Agreement.
- 3.2 The parties will agree on the dates and times that NZDF will book the use of any Aircraft.
- 3.3 Prior to each NZDF booking:
  - a. NZDF will provide to the Trust the details of NZDF personnel that is nominated by NZDF to act as the NZDF Pilot for that booking; and
  - b. the Trust will review and consider the nominated NZDF personnel and promptly notify NZDF whether the nominated personnel is approved to act as the NZDF Pilot. To avoid doubt, the Trust will have absolute discretion as to whether or not the nominated NZDF personnel is approved to act as the NZDF Pilot.

s. 9(2)  
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3.4 During the time any Aircraft is booked out to NZDF:

- a. NZDF will provide the approved NZDF Pilot and any other aircrew approved by the Trust to fly and command the Aircraft in accordance with the Trust's directions and the terms of this Agreement; and
- b. the Trust will at all times:
  - i. remain the Owner of each Aircraft and be required to comply with all obligations imposed by the Civil Aviation Act and the Rules on the Trust as the Owner of each Aircraft; and
  - ii. be required to comply with all of the obligations imposed by the Civil Aviation Act and the Rules on an Operator of, or a person that Operates, the Aircraft and ensure any directions given to NZDF and/or the NZDF Pilot comply with the Civil Aviation Act and the Rules.

3.5 The total flight hours used by NZDF for each booking will be determined by the air-time as recorded in the relevant Aircraft's Tech Log.

**4 Hire Rates**

4.1 NZDF will pay the hourly rates to the Trust for the use of the Aircraft in accordance with the First Schedule.

**5 The Trust's Obligations**

5.1 The Trust will, during the Term of this Agreement:

- a. For each Aircraft, ensure it complies at all times with the obligations imposed by the Civil Aviation Act and/or the Rules on an Owner and an Operator of, or a person that Operates, that Aircraft.
- b. Ensure each Aircraft remains registered and has a valid certificate of registration in accordance with Part 47 of the Rules.
- c. At its cost, using reasonable endeavours, service, repair, maintain and overhaul, test and do all other things necessary to the Aircraft to keep the Aircraft in good operating condition.
- d. Ensure each Aircraft complies at all times with the general operating, maintenance and flight rules under Part 91 of the Rules.
- e. Provide to NZDF procedures published by the Trust that comply with and are in accordance with the Act and the Rules, and appropriate for use of the relevant Aircraft by NZDF and ensure that each NZDF Pilot is required to confirm acceptance and agreement to comply with such procedures prior to an NZDF Pilot flying the relevant Aircraft.
- f. Comply with all laws applicable to the operation and ownership of the Aircraft and with the provisions of all statutes, regulations and bylaws of any government, or any local or other public authority that may be applicable to the operation and ownership of the Aircraft.

**6 NZDF's Obligations**

6.1 NZDF will ensure that:

- a. Only NZDF Pilots approved by the Trust in accordance with clause 3.3 are permitted to act as the Pilot-in-command for each Aircraft booking.
- b. Each NZDF Pilot:

- i. will fly the relevant Aircraft in compliance with all duties and obligations prescribed under applicable NZDF Orders and any other legislation applicable to NZDF's use of that Aircraft;
- ii. will fly each Aircraft in compliance with the aircraft flight manual that is carried with the relevant Aircraft and provided by the Trust, and all other directions as notified by the Trust to NZDF from time to time;
- iii. complies with the procedures published by the Trust and referred to in clause 5.1e.; and
- iv. complies with the applicable requirements under the insurance policies the Trust is required to have in place under clause 10.1, as notified by the Trust to NZDF from time to time.

6.2 NZDF will determine and provide all personal life support equipment (including parachutes, helmets, life vests, life rafts etc) required for NZDF's use of each Aircraft.

## **7 Purchase Orders**

7.1 NZDF will place Purchase Orders as follows:

- a. on or following the Commencement Date, NZDF will place a Purchase Order for the maximum flight hours required for each Aircraft in the first Contract Year; and
- b. prior to the commencement of any subsequent Contract Year during the Term, NZDF will place a Purchase Order for the maximum flight hours required for each Aircraft in that subsequent Contract Year.

7.2 NZDF does not guarantee any minimum use of the Aircraft under this Agreement. To avoid doubt, each Purchase Order will specify the maximum flight hours that NZDF can book in any Contract Year, but NZDF is not committed, or under any obligation, to use all flight hours specified in a Purchase Order.

## **8 Payment**

8.1 The Trust will issue an invoice each month for NZDF's usage of the relevant Aircraft in the preceding month based on flight hours recorded as per clause 3.5 and the applicable Hire Rates, provided the maximum aggregate amount the Trust can invoice to NZDF for each Contract Year does not exceed the maximum amount specified in the relevant Purchase Order.

8.2 Each invoice will be sent to NZDF at the address specified in item 3 the Second Schedule – Points of Contact and include the following information:

- a. the relevant Purchase Order number;
- b. Agreement 15617; and
- c. the flight hours of the relevant Aircraft used by NZDF.

8.3 Subject to clause 8.4, NZDF will pay any amounts due to the Trust under this Agreement in full on the 20th of the month following the month in which NZDF received the invoice.

8.4 NZDF will assess each invoice submitted by the Trust. If NZDF disputes the invoice, or any part of the invoice, NZDF will promptly notify the Trust of the reasons why the invoice is disputed, and NZDF:

- a. must pay the portion of the invoice that is not in dispute (and the Trust will provide a further valid tax invoice for the undisputed amount if required); and
- b. may withhold payment of the disputed portion until the dispute is resolved.

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## **9 Set off**

- 9.1 NZDF is entitled at any time without notice to set off any amount the Trust owes NZDF against any amount that NZDF owes the Trust under this Agreement.

## **10 Insurance**

- 10.1 During the Term of this Agreement, the Trust will carry and maintain the following insurances on appropriate terms with reputable insurers:
- a. For each of the Aircraft, insurance of an amount that they deem appropriate. NZDF carry no risk or liability should the amount insured for each Aircraft be less than the replacement value.
  - b. Public liability insurance providing for liability limits of not less than five million dollars (\$5,000,000) per occurrence.
  - c. Aviation liability insurance providing for liability against property damage and bodily injury for limits of indemnity of not less than seven million dollars (\$7,000,000) in respect of any one event.
- 10.2 The Trust will ensure each of the insurance policies referenced in clause 10.1:
- a. notes NZDF and each NZDF Pilot as an "Additional Insured" party; and
  - b. includes a waiver of the Trust's and the insurer's rights of subrogation against NZDF and each NZDF Pilot. To the extent a claim is made under any insurance by the Trust, NZDF will have no liability to the Trust except if NZDF is liable for payment of the excess as per clause 11.4. This clause is for the benefit of, and is intended to be enforceable by, each NZDF Pilot in accordance with Part 2 of the Contract and Commercial Law Act 2017.
- 10.3 If requested by NZDF, the Trust will provide to NZDF evidence of compliance by the Trust of its obligations under this clause 10.1 and 10.2, including providing a copy of the Certificate of Currency for any of the insurances that are required to be effected or a copy of the insurance policy.

## **11 Liability**

- 11.1 Unless prohibited by law, the Trust indemnifies NZDF for any direct and indirect damage, loss or cost (including legal costs) to NZDF, including its respective officers, employees and agents, or any other person, and will protect NZDF from any claim or proceedings against NZDF, directly or indirectly caused or contributed to by the Trust under or in connection with this Agreement.
- 11.2 If the Trust is liable to indemnify NZDF under this clause, the Trust's total liability will be limited to the minimum value of the insurance policies required to be held by the Trust as specified in clause 10.1 of this Agreement.
- 11.3 To the extent permitted by law, NZDF's total liability to the Trust in respect to all claims, losses or damages, whether arising in contract, tort (including negligence) or otherwise under or in connection with this Agreement is limited to the amount of the excess payable under the applicable insurance policy, provided such claim, loss or damage is a claim, loss or damage that is insurable under any of the insurance policies that the Trust is required to have in place under clause 10.1 of this Agreement.
- 11.4 Notwithstanding any other provision of this Agreement and to the maximum extent permitted by law, neither party will be liable to the other party under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, for any indirect or consequential loss or special loss or damage.

## 12 Termination

- 12.1 Either party may terminate this Agreement by giving the other party ten (10) Business Days written notice.
- 12.2 NZDF may terminate this Agreement immediately by notice to the Trust if:
- a. the Trust commits a material or persistent breach of this Agreement, and if such breach is capable of remedy, fails to remedy the breach within ten (10) Business Days after receipt of notice by NZDF requiring the breach to be remedied;
  - b. the Trust becomes, or threatens to become, or is in jeopardy of becoming, subject to any form of insolvency administration; or
  - c. the Trust assigns or transfers any of its rights or obligations under this Agreement in breach of clause 20.
- 12.3 On and following termination or expiry of this Agreement for any reason:
- a. the termination or expiry will be without prejudice to either party's rights and remedies in respect of any breach by either party of the this Agreement, where the breach occurred before the termination or expiry of this Agreement;
  - b. if NZDF has exercised the right to terminate under clause 12.1, NZDF will pay for the usage of the Aircraft in accordance with this Agreement up to the date of termination, but will not be required to make any other payment.

## 13 Confidentiality and Publicity

- 13.1 Both parties will at all times take all reasonable steps to safeguard and keep secure and confidential all of the other parties information which they receive or hold.
- 13.2 Both parties will not publish any advertisement or media statement relating to this Agreement, including any Purchase Order, in any print media or broadcast on radio, internet or television without the prior written approval of the other party.

## 14 Dispute Resolution

- 14.1 Subject to clause 14.4, no party may commence any proceedings relating to any dispute between the parties unless the party has complied with this clause 14.
- 14.2 If a dispute between the parties arises, the following provisions will apply:
- a. either party may give other party (**Recipient**) notice of the nature and details of the dispute (**Dispute Notice**);
  - b. on receipt of a Dispute Notice by the Recipient, the Representatives of the parties will endeavour to resolve the dispute promptly by negotiation;
  - c. if the dispute is not resolved under clause 14.2b within twenty (20) Business Days of the Recipient receiving the Dispute Notice, the dispute will be referred to a senior manager nominated by each of the parties and the nominated senior managers will endeavour to resolve the dispute promptly by negotiation; and
  - d. if the dispute is not resolved under clause 14.2c within ten (10) Business Days of the dispute being referred to the nominated senior managers, either party may by notice refer the dispute to mediation and the following will apply:
    - i. the mediation will be conducted in New Zealand under the Resolution Institute standard mediation agreement (unless the parties involved in the dispute agree otherwise);

s. 9(2)  
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- ii. if the parties do not agree on a mediator within five (5) Business Days of receipt of notice of mediation, the mediator will be appointed by the Chair for the time being of the Resolution Institute (or his or her nominee) at the request of either party involved in the dispute; and
  - iii. the parties will equally share the mediator's fees, but otherwise pay their own costs relation to the mediation.
- 14.3 Pending resolution of the dispute, the parties will continue to perform this Agreement to the extent practicable, but without prejudice to their respective rights and remedies.
- 14.4 Nothing in this clause 14 will preclude a party from seeking urgent interlocutory relief before a court.

## 15 Force Majeure

- 15.1 Subject to clause 15.3, a party (**Affected Party**) is not be liable to the other party for any failure to perform its obligations under this Agreement by reason of any cause or circumstance that occurs after the date of this Agreement and is beyond the Affected Party's reasonable control, including:
- a. acts of God (such as earthquake, fire, flood, volcanic activity other disaster);
  - b. riot, war, terrorism, epidemic or governmental action; or
  - c. lock-out, strike or other industrial action (other than one caused by the Affected Party).
- (**Force Majeure Event**).
- 15.2 The Affected Party must:
- a. promptly 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 reasonable endeavours to mitigate the effect of the Force Majeure Event and to carry out its obligations under this Agreement to the extent reasonably practicable; and
  - c. continue to perform its obligations as far as practicable and resume full performance as soon as practicable.
- 15.3 Clause 15.1 will not relieve the Affected Party of liability for any failure or delay in performance of any obligations under this Agreement to the extent that such failure or delay is due to:
- a. that party's lack of funds for any reason; or
  - b. any failure of a contractor or supplier of that party, except to the extent such failure is itself cause by a Force Majeure Event and the contractor or supplier would meet the requirements for relief under this clause 14.1 if this clause 14.1 applied to such failure.

## 16 Notices

- 16.1 Notices are to be in writing and delivered either by hand, by post or email to the address of the relevant party set out in item 1 of the Second Schedule – Points of Contact or to any other address from time to time designated for that purpose by the relevant party to the other party at least five (5) Business Days prior to the sending of that notice.
- 16.2 A notice will be deemed given if it is:
- a. delivered by hand, when it is delivered to the relevant address; or

- b. sent by post; five Days after it is posted; or
- c. sent by email; as soon as it enters the computer system of the addressee as soon as it is sent and enters the computer system of the addressee provided no error is received to indicate that the email did not reach its intended destination.

16.3 If a notice is delivered after 5pm on a Day or on a Day that is not a business day, it is deemed to have been received on the next Day.

## **17 Supplier Code of Conduct**

17.1 The New Zealand Government (**Government**) is committed to sustainable and inclusive government procurement that delivers for New Zealand and New Zealanders. The Supplier Code of Conduct detailed in the Third Schedule as amended from time to time (**Code**) (and available at [www.procurement.govt.nz/broader-outcomes/supplier-code-of-conduct](http://www.procurement.govt.nz/broader-outcomes/supplier-code-of-conduct)) outlines the expectations Government and NZDF has of its suppliers. The Trust is required to comply with the Code.

## **18 Variations**

18.1 Except as expressly set out in this Agreement, the terms and conditions of this Agreement may only be varied by written agreement signed by both parties.

18.2 Any subsequent variation signed by both parties will form part of this Agreement.

## **19 Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, arrangements, understandings and representations (whether oral or written) given by or made between the parties, relating to the matters dealt with in this Agreement.

## **20 Assignment**

Neither party shall transfer, assign or novate any of its rights or obligations under this Agreement, or any Purchase Order, without the prior written consent of the other party. A change in control of the Trust whereby there is a change in the legal or beneficial ownership, or the effective management or control, of the Trust is deemed an assignment for the purposes of this clause.

## **21 Waiver**

No Waiver of a right or remedy under this Agreement or at law will be effective unless the waiver is in writing and signed by that party. No delay or omission by a party to exercise any right will constitute a waiver of that right. Any waiver by a party of a right under this clause will not constitute a waiver of any subsequent or continuing right. No single or partial exercise of a right will restrict the further exercise of that or any other right.

## **22 Severability**

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, that provision will be read down to the extent necessary to make it legal, valid and enforceable, or, if it cannot be read down, be deemed severed from this Agreement. Neither such change will affect the legality, validity of the other provisions of this Agreement.

## **23 No Representations**

23.1 The Trust will be deemed to have obtained all information necessary for the performance of this Agreement. This Agreement includes all costs and expenses for performing this

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Agreement and no claim will be accepted by NZDF on the grounds of want of knowledge by the Trust.

- 23.2 Except as expressly set out in this Agreement, this Agreement does not create a joint venture, partnership or agency agreement between the parties or constitute any party the agent or employee of the other party, or authorise any party to make or enter into any commitments for or on behalf of any party.

**24 Further assurances**

Each party will, at its own expense, promptly sign and deliver documents, and do all things, which are reasonably required to give full effect to the provisions of this Agreement.

**25 Privity**

Except as expressly set out in this Agreement, a person who is not a party to this Agreement will not have any rights under or in connection with this Agreement by virtue of Part 2 of the Contract and Commercial Law Act 2017.

**26 Survival**

Following expiry or termination of this Agreement, clauses 11 (*Liability*), 12 (*Termination*), 13 (*Confidentiality and Publicity*), together with other provisions that are by their nature intended to survive, will remain in effect.

**27 Governing Law and Jurisdiction**

This Agreement is governed by the law of New Zealand. The parties irrevocably submit to the exclusive jurisdiction of the New Zealand courts in any proceedings relating to this Agreement.

**28 Counterparts**

This Agreement may be executed in any number of counterparts (including any scanned PDF counterpart), each of which will be deemed an original, but all of which will constitute one and the same agreement. No counterpart will be effective until each party has executed at least one counterpart.

## FIRST SCHEDULE - PRICE

1. NZDF will pay the hourly rates to the Trust for the use of the Aircraft

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2. The Hire Rates are:

- a. inclusive of all fixed costs, variable costs and consumables in relation to NZDF's usage of the Aircraft, including fuel and oil, maintenance, hangar storage, registration fee and insurance; and
- b. the total amount payable by NZDF for the usage of the Aircraft and the Trust's performance of its obligations under this Agreement. All costs relating to the provision of the Aircraft and the Trust's performance of the obligations under this Agreement are the sole responsibility and expense of the Trust and the Hire Rates are deemed to include everything necessary to ensure that the provision of the Aircraft meet and conform to this Agreement.
- c. any Airways and landing costs will be on charged by the Trust to NZDF with no additional margin added.
- d. exclusive of GST.

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## SECOND SCHEDULE – POINTS OF CONTACT

### 1. Notices

<b>NZDF:</b> Commercial Delivery Defence Commercial Services National Service Centre Cnr Dante and Alexander Roads Private Bag 902 Upper Hutt 5140 NEW ZEALAND  Attention: Cap/Log Team Telephone: - Email: s. 9(2)(k)	<b>The Trust</b> Biggin Hill Trust s. 9(2)(a)      Attention: Brendon Deere Telephone: s. 9(2)(a) Email:
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### 2. Representatives

<b>NZDF:</b> Air Force Heritage Flight of New Zealand Central Flying School #1 Hangar Kororareka Ave Ohakea 4816 NEW ZEALAND  Attention: s. 9(2)(k) Telephone: Email:	<b>The Trust</b> Biggin Hill Trust s. 9(2)(a)      Attention: Brendon Deere Telephone: s. 9(2)(a) Email:
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### 3. Invoices

<b>Post:</b> Accounts Payable New Zealand Defence Force Private Bag 904 Upper Hutt 5140 NEW ZEALAND	OR	<b>Email:</b> s. 9(2)(k)
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## Supplier Code of Conduct

### Statement of Government Expectations

The Government is committed to sustainable and inclusive government procurement that delivers for New Zealand and New Zealanders. This Supplier Code of Conduct outlines the expectations we have of our suppliers. Suppliers must make their subcontractors aware of this code.

### Ethical behaviour

The Government expects its suppliers to:

- › manage their activities and affairs, and conduct themselves, with integrity in accordance with applicable laws, regulations and ethical standards
- › not engage in any form of corruption
- › be transparent about their ethical policies and practices.

### Labour and human rights

The Government expects its suppliers to:

- › adhere to international human rights standards in their workplace and monitor and address these standards within their supply chain
- › comply with New Zealand employment standards and maintain a workplace that is free from unlawful discrimination.

### Health, safety and security

The Government expects its suppliers to:

- › comply with workplace health and safety laws and regulations and maintain healthy and safe work environments
- › comply with any security requirements notified to them by the Government
- › adequately protect any information, assets, tools and materials provided by the Government and return these promptly when requested.

### Environmental sustainability


The Government encourages suppliers to establish environmentally responsible business practices and proactively improve their environmental performance. The Government expects its suppliers to:

- › conduct their business in accordance with applicable laws, regulations and standards regarding the mitigation of impacts on, and protection of, the environment
- › work to improve their environmental sustainability and reduce their environmental impacts.

### Corporate social responsibility

The Government encourages its suppliers to be good corporate citizens and contribute positively to their communities. Some positive things suppliers could do are:

- › pay their subcontractors promptly
- › consider including local, Māori, and Pasifika businesses to deliver the contract.



New Zealand Government