



# SERVICES AGREEMENT

Ka Ora, Ka Ako | Healthy School Lunches  
Programme – Integrated Supply Solution

Ministry of Education

Compass Group New Zealand Limited

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Released under the Official Information Act 1982

**AGREEMENT** dated 18 October 2024

**PARTIES**

**The Sovereign in Right of the Government of New Zealand** acting by and through the **Secretary for Education** at Wellington (the *Ministry*)

**Compass Group New Zealand Limited** at Level 3, 1 Kenwyn St, Parnell, Auckland company no. 231063 (the *Supplier*)

**BACKGROUND**

- A The Ministry's Ka Ora, Ka Ako | Healthy School Lunches programme (*Programme*) is one of the biggest food programmes in New Zealand. Around a million nutritious lunches are provided each week to approximately 240,000 students in over a thousand schools across the country. The Programme aims to reduce food insecurity by providing access to a nutritious lunch in school every day.
- B On 12 August 2024 the Ministry issued a registration of interest (ROI) entitled *Healthy School Lunches Alternative Provision Model* seeking proposals from experienced and suitably qualified suppliers to produce and deliver nutritious food items and meals nationally to eligible Year 7+ learners in schools starting from Term 1, 2025, at a delivered lunch price of \$3 per in-scope learner.
- C The second stage of this activity included in-depth meetings with shortlisted respondents, which resulted in a direct engagement with the Supplier.
- D The Ministry has selected the Supplier to provide the Services and Deliverables to the Ministry, which the Supplier has agreed to supply, on the terms and conditions set out in this Agreement.

**AGREEMENT**

**1. DEFINITIONS, INTERPRETATION AND PRINCIPLES**

**1.1 Definitions**

In this Agreement, the following terms have the following meanings unless the context requires otherwise:

*Agreement* means this agreement, including the schedules and any appendices to this agreement.

*Business Day* means any day other than a Saturday, a Sunday or a public holiday (as defined in the Holidays Act 2003) in Wellington, New Zealand.

*Charges* means the amounts payable by the Ministry as specified in Schedule 3.

*Commencement Date* means the date specified as the commencement date in Schedule 1.

*Confidential Information* means all information in any form relating to or proprietary to a party (**Discloser**) that:

- (a) is provided by (or on behalf of) the Discloser to the other party (**Recipient**) in connection with the Agreement; or

- (b) otherwise becomes known to the Recipient in connection with the Agreement; and
- (c) is by its nature confidential, is designated (in writing or otherwise) by the Discloser as confidential or which the Recipient ought reasonably to know is confidential,

but excludes any information to the extent the Recipient can show the relevant information:

- (d) at the time of receipt by the Recipient is in the public domain or subsequently comes into the public domain otherwise than as a result of a breach of this Agreement or any other obligation of confidentiality;
- (e) is already or lawfully comes into the unrestricted possession of the Recipient without there having been any breach of any obligations of confidentiality owed by a third party;
- (f) has been independently developed by the Recipient (as evidenced by records in its possession);
- (g) is not intended to be confidential as evidenced by the written agreement of the Discloser;
- (h) is disclosed by the Recipient with the prior written approval of the Discloser in accordance with the terms of such written approval; or
- (i) is required to be disclosed, by law or by a governmental or other competent authority or pursuant to the listing rules of any applicable stock exchange, provided that before making the disclosure the Recipient has given the Discloser notice of the request for disclosure and where practical obtained a confidentiality order or similar protection limiting the persons to whom disclosure of the Confidential Information is made if the Discloser has no effective status on the matter.

*Control* means, directly or indirectly, the power to vote 50% or more of the voting interests of an entity or ownership of 50% or more of the beneficial interests in income or capital of an entity.

*Crown* means His Majesty the King in right of New Zealand, including all:

- (a) ministers of the Crown;
- (b) government departments;
- (c) offices of Parliament;
- (d) Crown entities as defined in the Crown Entities Act 2004; and
- (e) state enterprises as defined in the State-Owned Enterprises Act 1986.

*Deliverable* means all documentation and/or Services and other materials to be provided by the Supplier under or in connection with this Agreement, including all deliverables set out in Schedule 2.

*Dispute* has the meaning given to it in clause 15.

*Dispute Notice* has the meaning given to it in clause 15.

*Expiry Date* means the date specified as the expiry date in Schedule 1.

*Force Majeure Event* means:

- (a) act of God, fire, earthquake, storm, flood, or landslide;
- (b) strike, lockout, work stoppage or other labour hindrance;
- (c) explosion, public mains electrical supply failure for 10 or more continuous Business Days, or nuclear accident;
- (d) sabotage, riot, civil disturbance, insurrection, epidemic, national emergency (whether in fact or law) or act of war (whether declared or not);
- (e) requirement or restriction of, or failure to act by, any government, semi-governmental or judicial entity; and/or
- (f) without limitation by reference to the foregoing, any other cause beyond the reasonable control of the party claiming the benefit of clause 16,

but does not include:

- (g) any event which the party affected could have prevented or overcome by exercising a reasonable standard of foresight and care;
- (h) in the case of the Supplier, any event which the Supplier or its Personnel or subcontractors could have prevented or overcome but for a prior failure to comply with the Supplier's obligations under this Agreement, including those relating to disaster recovery, business continuity, security and/or the resiliency of the Services; or
- (i) a lack of funds for any reason.

*GST* means goods and services tax payable under the Goods and Services Tax Act 1985 at the rate prevailing from time to time, including any tax levied in substitution for that tax.

*Intellectual Property* means all industrial and intellectual property rights whether conferred by statute, at common law or in equity, including all copyright, rights in relation to inventions (including all patents and patent applications), trade secrets and know-how, rights in relation to designs, rights in relation to trade marks, business names and domain names.

*Key Personnel* means the Personnel specified in Schedule 2.

*Ministry Property* means equipment, tools or other property owned or leased by the Ministry.

*Key Suppliers* means:

- (a) Libelle Group Limited (registered company number 1591830);
- (b) Gilmours Wholesale Limited (registered company number 32117) and
- (c) Trents Wholesale Limited (registered company number 921537).

*Ministry Sites* means any Ministry sites at which the Supplier provides the Services or Deliverables from time to time.

*Personnel* means any employee, agent or representative of the Supplier, or any subcontractor of the Supplier, who provides any Service or Deliverable.

*Programme* has the meaning given to it in paragraph A of the Background section to this Agreement.

*Records* means information, whether in its original form or otherwise, including a document, a signature, a seal, text, images, sound, speech, or data compiled, recorded, or stored, as the case may be:

- (a) in written form on any material;
- (b) on film, negative, tape, or other medium so as to be capable of being reproduced; or
- (c) by means of any recording device or process, computer or other electronic device or process;

*Service Levels* means the standards of service specified in this Agreement, including the service levels specified in Schedule 2 (if any).

*Services* means:

- (a) the services described in this Agreement, including Schedule 2;
- (b) all services incidental to, or required for the proper performance of, the services described in (a); and
- (c) all other services agreed in writing by the parties from time to time.

*Term* means the term of this Agreement described in clause 2.1.

## 1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) headings are for convenience only and have no legal effect unless otherwise specified;
- (b) references to the singular include the plural and vice versa;
- (c) references to a party include that party's successors, executors, administrators and permitted assignees (as the case may be);
- (d) references to clauses and Schedules are to the clauses and Schedules in this Agreement;
- (e) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) references to a person include:
  - (i) an individual, firm, company, corporation or unincorporated body of persons;
  - (ii) any public, territorial or regional authority;
  - (iii) any government; and
  - (iv) any agency of any government or authority;

- (g) an obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- (h) references to any statute include any amendment to, or replacement of, that statute and any subordinate legislation made under it;
- (i) wherever the words "includes" or "including" (or similar words) are used, they are deemed to be followed by the words "without limitation";
- (j) except as otherwise expressly stated, monetary references are references to New Zealand currency; and
- (k) if there is any conflict between the terms of this Agreement, the following order of precedence will apply:
  - (i) the terms of the body of this Agreement; and
  - (ii) the Schedules to this Agreement.

### 1.3 Relationship principles

The parties will behave and work together, in relation to the delivery of all the Services, in a manner that is consistent with the following relationship principles:

- (a) *Service approach*: The focus for service delivery will be performance based achievement, value for money, and sustainable commercial arrangement for both parties.
- (b) *Teamwork*: The parties will operate as a team. Communication will be open and honest. Each party will respond quickly and proactively to issues raised by the other, and both opportunities and solutions to problems will be shared.
- (c) *Continuous improvement*: The parties will work together to continuously improve the quality and services to deliver value to School customer.
- (d) *Transparency*: Transparency is a fundamental requirement in relation to all operational information matters in respect of the Services.

### 1.4 Purpose of relationship principles

Clause 1.3 is intended to reflect the relationship principles that will underpin the way in which the parties will work together. They are not intended to define or expand the scope of, or to alter the plain meaning of, either party's obligations. However, to the extent the Agreement does not address a particular circumstance or is otherwise unclear or ambiguous, it is to be interpreted so as to give full effect to the relationship principles.

## 2. OVERVIEW

### 2.1 Term

This Agreement will commence on the Commencement Date and, unless terminated earlier in accordance with its terms, will end on the Expiry Date.

### 2.2 Appointment

The Ministry appoints the Supplier, and the Supplier agrees, to provide the Services and Deliverables to the Ministry on the terms and conditions of this Agreement.

**2.3 Non-exclusive appointment**

The parties agree that the Supplier's appointment under this Agreement is non-exclusive, and the Ministry may appoint third parties to provide services or deliverables similar to, or identical with, the Services or Deliverables at any time, or may provide them itself.

**2.4 No minimum volume**

The Ministry does not guarantee any minimum level of business by entering into this Agreement and the Supplier confirms that it has not received or relied on any representation in this regard. Nothing in this clause limits the arrangements relating to the Agreed Viability Point section in Schedule 3.

**2.5 Reliance**

The Supplier acknowledges that the Ministry is relying on the Supplier's skills, experience and expertise in entering into this Agreement.

**3. SUPPLIER'S OBLIGATIONS**

**3.1 Performance**

In providing the Services and Deliverables and complying with its other obligations under this Agreement, the Supplier must:

- (a) provide, at its own cost, all equipment, tools, materials and other resources necessary for the provision of the Services and Deliverables;
- (b) pay all Supplier's Personnel involved in delivery of the Services and Deliverables, no less than the then current 'Living Wage' as published [https://www.livingware.org.](https://www.livingware.org;);
- (c) take full responsibility for the performance of all tasks and activities necessary to provide the Services and Deliverables in accordance with this Agreement, other than tasks or activities specifically identified as being the Ministry's responsibility;
- (d) comply with all reasonable directions given by the Ministry from time to time;
- (e) comply with all the Ministry policies and procedures notified to the Supplier from time to time provided these do not cause increased costs to the Supplier (or if they do will be subject to the parties agreeing a variation);
- (f) comply with all of its legal obligations (including under statute, regulation, and contract);
- (g) co-operate with the Ministry and all other contractors and service providers to the Ministry, to ensure the Services, Deliverables and all products and services related to them are delivered efficiently and seamlessly to the Ministry;
- (h) maintain up to date (reviewed within two years) policies and procedures, that comply with legislation and provide evidence of policies, documentation, and/or certifications to demonstrate compliance upon request;

- (i) have in place performance management, professional development, and quality assurance systems to ensure:
  - (i) that any risks or issues, whether perceived or real, which impact or may impact the Services or ability to meet any requirements are alerted to the Ministry as soon as practicable;
  - (ii) confidentiality, integrity and availability of any information which is submitted or collected as part of the Services is maintained at all times. Administrative, technical, and physical safeguards should be in place including access controls, encryption, secure storage, and employee training;
  - (iii) that evidence of compliance or further information can be provided promptly if requested;
  - (iv) where remedial or improvement actions are required by this Agreement these are to be implemented as soon as practicable or as otherwise agreed with the Ministry.
- (j) Ensure service coordination and programme requirements, inclusive of any operational and service guidance provided by the Ministry are adhered to at all times;
- (k) not damage, disrupt, introduce any computer virus into or otherwise adversely affect any part of the Ministry's:
  - (i) business or operations; or
  - (ii) information technology or telecommunications systems; and
- (l) promptly notify the Ministry in writing of:
  - (i) any breach of the Supplier's obligations under this Agreement; and
  - (ii) any matter that may impact on the Supplier's ability to perform its obligations in accordance with this Agreement. This includes any significant food and safety event, incident, hazard, breach, risk or other event that occurs during provision of Services, as well as any instance where the Supplier is prevented from providing the Services.

### 3.2 **Service Levels**

The Supplier must provide the Services and Deliverables so as to meet or exceed the Service Levels.

### 3.3 **Maintain reputation**

The Supplier must not engage in any activity or conduct that might, in the Ministry's opinion, damage the reputation or image of the Ministry or the Crown.

### 3.4 **Conflict of interest**

The Supplier must not enter into any agreement or arrangement that will, or is likely to:

- (a) prejudice the Supplier's ability to meet its obligations under this Agreement; or

- (b) create a conflict of interest for the Supplier.

### 3.5 **Resolve conflict**

Notwithstanding clause 3.4, the Supplier must:

- (c) immediately notify the Ministry in writing if the Supplier is, or is likely to be, conflicted in the performance of its obligations under this Agreement; and
- (d) take all actions reasonably required by the Ministry to resolve any such conflict.

### 3.6 **Add value**

The Supplier must:

- (a) proactively use its experience, expertise, and industry knowledge to continuously improve the Services and Deliverables, and the manner of providing them, to more effectively and efficiently meet the Ministry's requirements in terms of quality, cost, and innovation.
- (b) actively monitor, evaluate and advise the Ministry of any relevant any broader sector wide trends, advancements, innovations, best practices, or efficiencies that provide value or improvements to the Programme or the sector itself.

## 4. **THE MINISTRY'S PROPERTY AND SITES**

### 4.1 **Ministry Property**

If the Supplier has access to any Ministry Property under or in connection with this Agreement, the Supplier must:

- (a) use the Ministry Property:
  - (i) for the sole purpose of complying with its obligations under this Agreement and for no other purpose; and
  - (ii) only to the extent necessary to comply with its obligations under this Agreement;
- (b) comply with all directions regarding the use of Ministry Property given by the Ministry from time to time; and
- (c) return all of the Ministry Property to the Ministry on the earlier of:
  - (i) completion of the Services or Deliverables relating to the relevant Ministry Property;
  - (ii) receipt of the Ministry's request for it to be returned; or
  - (iii) termination or expiry of this Agreement.

### 4.2 **Ministry Sites**

The Ministry will provide the Supplier with access to the Ministry Sites solely for the purpose of enabling, and to the extent necessary to enable, the Supplier to comply with its obligations under this Agreement. The Supplier must not use or access the Ministry Sites or any other premises of the Ministry for any other purpose without the Ministry's prior written consent.

## 5. PERSONNEL AND SUBCONTRACTORS

### 5.1 Personnel

The Supplier:

- (a) must ensure the Services and Deliverables are provided using appropriately experienced, skilled and qualified Personnel who are capable of providing the Services and Deliverables to the standards required under this Agreement;
- (b) is responsible for all acts and omissions of the Personnel as if they were the acts or omissions of the Supplier; and
- (c) must ensure that all Personnel comply with the terms of this Agreement and with all of the Ministry's policies, procedures and directions.

### 5.2 Key Personnel

The Supplier:

- (a) must ensure the Key Personnel are involved in the provision of the Services and Deliverables and otherwise in such role(s) as specified in Schedule 2;
- (b) may only replace any Key Personnel if:
  - (i) that person is unavailable due to resignation, illness or death;
  - (ii) the replacement person is appropriately experienced, skilled and qualified to perform the applicable role; and
  - (iii) the Supplier first consults with the Ministry's about the replacement person.

### 5.3 Subcontractors

- (a) The Supplier must not subcontract any of its substantial obligations under this Agreement to any other person without first obtaining the Ministry's written consent and complying with clause 5.3(b).
- (b) The Supplier must in respect of any subcontractor:
  - (i) ensure each subcontractor complies with the terms of this Agreement;
  - (ii) before engaging any subcontractor, make reasonable inquiries into the subcontractor's (and where they have a role in relation to the Services or Deliverables, its personnel's) credit history and criminal record and ensure that such persons will satisfy the requirements of the Ministry as notified by the Ministry to the Supplier from time to time;
  - (iii) provide the Ministry with a complete and up-to-date list of all subcontractors engaged to perform any part of the Supplier's obligations under this Agreement, including details of their roles and responsibilities, and update the Buyer promptly if any changes are made;
  - (iv) manage the agreement between the Supplier and the subcontractor in the best interests of the Ministry;

- (v) ensure subcontractors are paid promptly and on terms that are no less favourable than those received to the Supplier by the Ministry;
  - (vi) when appropriate or necessary, authorise the Ministry to deal with the subcontractor directly;
  - (vii) ensure that an appropriate written agreement is in place between the Supplier and the subcontractor that is consistent with the terms of this Agreement; and
  - (viii) if requested by the Ministry, ensure that the agreement referred to in clause 5.3(b)(v) acknowledges the benefit to the Ministry for the purposes of the Contracts and Commercial Law Act 2017 and is therefore enforceable by the Ministry.
- (c) The Supplier will remain liable to the Ministry for all acts or omissions of each subcontractor as if they were the acts or omissions of the Supplier. The entry by the Supplier into an agreement with a subcontractor will not:
- (i) create a contractual relationship between the Ministry and the subcontractor except as described in clause 5.3(b)(vi); or
  - (ii) relieve the Supplier from liability for the performance of any obligations under this Agreement.
- (d) The Supplier must obtain the Ministry's prior written consent to the replacement of any subcontractor and clauses 5.3(b) and (c) will apply to all replacement subcontractors.

#### 5.4 Key Suppliers

- (a) The parties acknowledge that the Ministry has consented to the Supplier engaging the Key Suppliers and those relationships are subject to the following requirements:
- (i) ensure each Key Supplier performs their services in a way that enables the Supplier to comply with the terms of this Agreement;
  - (ii) before engaging the Key Supplier, make reasonable inquiries into the Key Supplier's credit history and criminal record and ensure that such persons will satisfy the reasonable requirements of the Ministry as notified by the Ministry to the Supplier from time to time;
  - (iii) provide the Ministry with a complete and up-to-date list of all key personnel engaged by Key Supplier's including details of their roles and responsibilities, and update the Ministry promptly if any changes are made;
  - (iv) when appropriate or necessary, authorise the Ministry to deal with the Key Supplier directly;
  - (v) ensure that an appropriate written agreement is in place between the Supplier and the Key Supplier that is consistent with the terms of this Agreement; and
  - (vi) if requested by the Ministry, ensure that the agreement referred to in clause 5.4(v) acknowledges the benefit to the Ministry for the purposes of the Contracts and Commercial Law Act 2017 and is therefore enforceable by the Ministry.

- (b) The Supplier will remain liable to the Ministry for all acts or omissions of the Key Suppliers in relation to this Agreement as if they were the acts or omissions of the Supplier. The entry by the Supplier into an agreement with a Key Supplier will not:
  - (i) create a contractual relationship between the Ministry and the Key Supplier except as described in clause 5.4(b)(iv); or
  - (ii) relieve the Supplier from liability for the performance of any obligations under this Agreement.
- (c) The Supplier may replace a Key Supplier with the Ministry's prior written consent (such consent not to be unreasonably withheld).

## 5.5 Removal of Personnel

If the Ministry considers (acting reasonably) that any of the Personnel (including the Key Personnel) are unsatisfactory or unsuitable then, without limiting any other rights of the Ministry, the Ministry may, by written notice, require the Supplier to replace the relevant Personnel (including the Key Personnel) and the Supplier will do so as soon as possible at its own cost, but in any event no later than five Business Days, or such other longer period as agreed by the parties, after receipt by the Supplier of the notice. In the case of any replacement of Key Personnel, clauses 5.2(b) and (c) will apply.

## 5.6 Vetting

- (a) The Ministry may conduct credit, criminal, security and other similar checks in relation to any of the Supplier's Personnel who are engaged in, or are proposed to be engaged in, the provision of the Services. The checks will be reasonable in nature and frequency and may be conducted from time to time, including before or after an individual is engaged in providing the Services and on a regular and repeated basis.
- (b) The Supplier will conduct a safety check of any Personnel who may have regular contact with children as part of providing the Services and Deliverables in accordance with the Childrens Act 2014. The Supplier will undertake a risk assessment and be satisfied that each such Personnel would not pose a risk to the safety of children before providing the Services and Deliverables.

## 5.7 Criminal convictions

To the extent permitted by law, the Supplier will immediately notify the Ministry in writing if the Supplier becomes aware that any of its Personnel or proposed Personnel is subject to a criminal conviction or is (or comes) under investigation for a criminal offence. Upon receipt of such notice, if the Ministry considers such conviction or investigation unsatisfactory, it may require removal of the individual concerned in accordance with clause 5.4.

## 6. PERFORMANCE REVIEWS AND REPORTING

### 6.1 Performance reviews

The parties will meet and conduct performance reviews of the Services and Deliverables in accordance with the details set out in Schedule 2. The performance reviews will provide the parties with a formal opportunity to review the provision of the Services and Deliverables including, but not limited to, the:

- (a) Service Levels;

- (b) operational and management processes;
- (c) impact of the Services and Deliverables and assessment of their effectiveness;
- (d) compliance with all applicable laws, including but not limited to the Food Act 2014 and Health and Safety at Work Act 2015; and
- (e) compliance with the [New Zealand Government supplier code of conduct](#).

## 6.2 Reporting

The Supplier will report to the Ministry on a regular basis in accordance with Schedule 2 regarding the Supplier's progress in providing the Services and Deliverables, and the health and safety requirements specified in Schedule 2, and will provide such additional information and reports as and when the Ministry may reasonably request in relation to the performance of the Supplier's obligations under this Agreement.

## 7. HEALTH AND SAFETY

### 7.1 Health, safety and security

The Supplier will comply, and will ensure that all of its Personnel comply, with all of the Ministry's health, safety, operational and security requirements while on the Ministry Sites and any other Ministry premises.

### 7.2 Health and Safety at Work Act 2015

The Supplier shall:

- (a) consult, cooperate and coordinate with the Ministry, to the extent required by the Ministry, and to ensure that the Ministry and the Supplier will each comply with their respective obligations under the Health and Safety at Work Act 2015 as they relate to this Agreement;
- (b) perform its, and ensure that its Personnel perform their, obligations under this Agreement in compliance with its and their obligations under the Health and Safety at Work Act 2015;
- (c) comply with all reasonable directions of the Ministry relating to health, safety, and security;
- (d) report any health and safety incident, injury or near miss, or any notice issued under the Health and Safety at Work Act 2015, to the Ministry to the extent that it relates to, or affects, this Agreement;
- (e) comply with any additional health and safety requirements described in Schedule 2.

## 8. CHARGES AND PAYMENT

### 8.1 Total charge

The Ministry will pay the Charges to the Supplier in accordance with this clause 8.

### 8.2 No other amounts payable

Except as expressly provided by in this Agreement, or otherwise agreed by the parties, the Supplier will not be entitled to any additional payment for the provision

of the Services, the granting of any rights under this Agreement, and/or the performance of any other activities in connection with this Agreement.

### 8.3 Invoicing and payment

The Supplier will invoice the Charges within 5 Business Days after the end of each fortnight and will ensure that each such invoice is a valid tax invoice under the Goods and Services Tax Act 1985. Subject to clause 8.5 the Ministry shall pay each such invoice rendered correctly within 10 Business Days after the day the valid invoice is received.

### 8.4 Taxes

The Ministry shall pay GST in respect of all taxable supplies made by the Supplier to the Ministry under this Agreement. All other government taxes, duties, imposts and levies assessed or levied on the Supplier in relation to this Agreement (including penalties thereon) are hereby deemed to be included in the Charges.

### 8.5 Disputed invoices

If the Ministry has a genuine dispute in relation to all or any portion of an invoice submitted by the Supplier, the Ministry may withhold payment of the amount subject to the dispute, provided that:

- (a) the Ministry shall pay the undisputed amount when it becomes due and payable in accordance with the terms of this Agreement;
- (b) the Ministry must provide reasonable details about the disputed amount and the reasons for withholding payment, and must advise the Supplier of the dispute on or before the payment date for that invoice (provided that no failure by the Ministry to do any of the foregoing will prejudice the Ministry's right to dispute an invoice after it has been paid); and
- (c) the Supplier shall continue to perform its obligations under this Agreement notwithstanding the dispute.

### 8.6 Ministry may withhold payment

Without prejudice to the Ministry's other rights and remedies, and notwithstanding anything else in this Agreement, if the Supplier is in breach of this Agreement, the Ministry may withhold payment of a part or all of the Charges due to the Supplier, so long as the withheld part is reasonably proportional to the seriousness of the breach and is paid to the Supplier promptly on the breach being remedied.

### 8.7 Ministry may deduct remedy costs

If the Supplier is in breach of this Agreement, the Ministry may give notice to the Supplier identifying that breach with reasonable particularity and requiring the Supplier to remedy that breach. If the breach remains uncorrected more than 15 Business Days after receipt of that notice, and without prejudice to the Ministry's other rights and remedies, the Ministry may procure its own remedy for that breach, and the Supplier will reimburse the Ministry for all costs reasonably incurred by the Ministry for that purpose. The Ministry may set off those costs against any amounts payable to the Charges.

### 8.8 Set off

The Ministry may set-off any refund or other amount owing to the Ministry from the Supplier against any amount payable by the Ministry under this Agreement.

## 8.9 Change in law

If after the date of this Agreement the introduction of or amendment to any statute, regulation or by-law (including changes to minimum employee entitlements such as the minimum wage rates or the minimum KiwiSaver employer contribution) or the imposition by government or by a local authority of any tax, royalty, fee, toll or direction (each a "Change Event") increases the cost to the Supplier of performing the Services under this Agreement, and such increase or decrease is not otherwise being provided for in this Agreement, the Supplier may request a change to the amounts payable by the Ministry to the Supplier, with effect from the date of each Change Event, subject to the Supplier providing details of the impact and varied costs to the Ministry and the Ministry accepting the varied costs (not to be unreasonably withheld).

## 9. RECORDS AND AUDIT

### 9.1 Records

Without limiting its other obligations under this Agreement or at law, the Supplier must create and maintain, and must ensure that each subcontractor creates and maintains, full, accurate and accessible Records relating to the provision of the Services and Deliverables, the Charges charged under this Agreement, and its health and safety reporting requirements, to the standards required under the Public Records Act 2005, as notified by the Ministry from time to time.

### 9.2 Content of Records

Without limiting clause 9.1:

- (a) the Records created and maintained under clause 9.1 must, at a minimum, describe or specify:
  - (i) the nature and scope of the Services and Deliverables provided under this Agreement;
  - (ii) the transactions that took place in the provision of all Services and Deliverables;
  - (iii) the basis on which each invoice has been prepared and submitted to the Ministry under this Agreement;
  - (iv) food safety and/or health and safety events relevant to the health and safety requirements described in Schedule 2; and
  - (v) any other information reasonably required by the Ministry from time to time.
- (b) the Supplier must ensure the Records created and maintained under clause 9.1 are:
  - (i) maintained in an accessible form;
  - (ii) retained for the Term; and
  - (iii) provided to the Ministry in an accessible form on termination or expiry of this Agreement and at any other time on the Ministry's request.

### 9.3 Notice of audit

The Ministry may at any time notify the Supplier that the Ministry wishes to audit any or all of the Supplier's:

- (a) provision of the Services and Deliverables;
- (b) invoicing;
- (c) financial records to assess the Supplier's financial viability in relation to this Agreement; and
- (d) compliance with the terms of this Agreement,

to the extent necessary to check the Supplier's compliance with this Agreement provided that the Ministry may only conduct an audit once in any 12 month period and at any other time where the Ministry has reasonable grounds to suspect the Supplier has not complied with this Agreement.

#### 9.4 **Audit**

The Ministry will notify the Supplier of the date on which the audit will commence, which must be 9(2)(b)(ii) after receipt of a notice under clause 9.3. The Supplier will allow the Ministry or its nominee to inspect the Supplier's premises, systems and records on and from the date notified by the Ministry during the Supplier's normal business hours for the purpose of conducting the audit. The Ministry will comply with the Supplier's reasonable security and confidentiality requirements in conducting any audit under this clause 9.4 and the audit is conducted by an independent third party approved by Supplier (acting reasonably) and the auditor reports on an aggregated basis.

#### 9.5 **Assistance**

The Supplier will assist the Ministry with any audit conducted under clause 9.4 and will ensure its Personnel and subcontractors also assist the Ministry, including by making their premises, systems and records available to the Ministry or its nominee if requested.

#### 9.6 **Costs**

The Ministry will meet its costs of any audit unless the audit discloses that the Supplier has overcharged the Ministry on the invoices reviewed by 5% or more. In that case, the Supplier will meet the Ministry's audit costs.

#### 9.7 **Non-compliance**

Without limiting any of the Ministry's other rights or remedies, if any audit conducted under clause 9.4 discloses any failure to comply with this Agreement by the Supplier, the Supplier will promptly remedy the non-compliance. The Supplier will refund any amounts overcharged by the Supplier within five Business Days of completion of an audit and delivery of an audit report and vice-versa where applicable.

#### 9.8 **Official Information Act 1982**

- (a) The Supplier acknowledges that the Ministry is subject to the Official Information Act 1982 (the OIA). The Supplier agrees to cooperate fully in providing the Ministry with any documents or other information that the Ministry is required to provide pursuant to a request made under the OIA, or pursuant to questions raised in Parliament or in any Select Committee concerning this Agreement.

- (b) The Ministry shall, where practicable, consult the Supplier in advance of any disclosure under clause 9.8(a) in respect of the proposed release of any commercially sensitive information of or relating to the Supplier should the Ministry receive a request for release of such information under the OIA or by Parliament or any Select Committee.

## **10. WARRANTIES**

### **10.1 Warranties**

The Supplier warrants at all times that:

- (a) all information supplied by it to the Ministry under this Agreement is true, complete and accurate;
- (b) it has full corporate power and has obtained the required authority and authorisations to enter into and perform its obligations under this Agreement;
- (c) the Services and Deliverables will be provided to a standard of skill, care and diligence which would reasonably and ordinarily be expected from a skilled, reasonable and experienced operator in the same or similar circumstances;
- (d) it will comply with all timeframes and milestones set out in this Agreement or otherwise agreed in writing by the parties;
- (e) the Services and Deliverables are fit for their purpose as communicated to the Supplier;
- (f) the Services and Deliverables comply with all specifications and requirements for those Services and Deliverables set out in this Agreement or otherwise agreed in writing by the parties;
- (g) no Deliverable contains any computer viruses, interruptions, logic bombs, Trojan horses or other forms of malicious code or performance impediments;
- (h) all documentation provided by the Supplier under or in connection with this Agreement will:
  - (i) correctly represent the attributes of the subject matter to which it relates;
  - (ii) provide proper and adequate instructions for its intended purpose; and
  - (iii) be written or delivered in language and at a level appropriate for the intended audience.

### **10.2 Remedies for failure**

If the Supplier breaches any warranty set out in clause 10.1(c) to (h), then, without limiting the Ministry's other rights or remedies:

- (a) the Supplier must promptly remedy the breach at its cost upon receipt of notice in writing from the Ministry requiring the breach to be remedied; and
- (b) if the Supplier fails to remedy the breach to the Ministry's reasonable satisfaction within the time specified in the Ministry's notice given under clause 10.2(a), the Ministry may, without limiting its other rights and remedies, do either or both of the following:

- (i) withhold any amounts commensurate with the breach due to the Supplier until the matter is resolved to the Ministry's reasonable satisfaction; and
- (ii) remedy the defect itself, or by contracting a third party to do so, at the Supplier's cost.

**10.3 Employment Relations Act 2000**

(a) The Supplier warrants that as at the Commencement Date it has complied with its legal obligations under Part 6A of the Employment Relations Act 2000, and in particular, with regard to affected employees of the Ministry's immediate past suppliers of services to the Programme.

(b) 9(2)(b)(ii)

**10.4 Third party warranties**

The Supplier will assign to the Ministry, or if it is unable to do so, will hold for the sole benefit of the Ministry, all warranties and guarantees provided by third parties to the Supplier in respect of the provision of any Services and Deliverables under this Agreement.

**10.5 Warranties additional**

The express warranties provided by the Supplier under this Agreement are additional to any other warranties or guarantees given by the Supplier.

**11. INDEMNITY, LIABILITY AND INSURANCE**

**11.1 Indemnity**

Subject to clause 11.2 and 11.3, the Supplier indemnifies and holds the Ministry and its officers, employees and agents harmless from and against any and all liability, losses, damages, costs and expenses of any nature whatsoever awarded against, incurred or suffered by them, arising out of or resulting from:

- (a) the non-performance or breach by the Supplier of any of its obligations under this Agreement; or
- (b) the negligence of the Supplier or its Personnel or subcontractors.

**11.2 Liability**

Subject to clause 11.3, each party's liability to the other party for damages (under the law of contract, tort including negligence, equity or otherwise) arising out of or in connection with this Agreement will be limited in aggregate to:

- (a) in the case of the Supplier, the amount specified in Schedule 1;
- (b) 9(2)(b)(ii)

provided that liability is not limited:

- (c) in the case of wilful default, property damage or fraud;

- (d) in relation to any unauthorised use of the other party's Intellectual Property or Confidential Information;
- (e) in the case of the Supplier, liability under clause 12.8 (Intellectual Property indemnity); or
- (f) in the case of the Ministry, any obligation to pay the Charges that are properly payable under this Agreement for Services properly rendered.

### 11.3 Exclusions of liability

Despite any other provision of this Agreement, neither party will be liable to the other (under the law of contract, tort, equity or otherwise) for any damages of any kind arising out of or in connection with this Agreement that are indirect or consequential (meaning not arising in the ordinary course as a direct, natural or probable consequence of the act or omission complained of), regardless of the cause of such damages or whether the other party had been advised of the possibility of such damage.

### 11.4 Insurance

During the Term and for three years after termination or expiry of this Agreement, the Supplier will maintain insurance coverage in amounts and against risks that are normal for businesses similar to that of the Supplier, and in particular will maintain coverage in respect of public liability and professional indemnity for the amounts specified in Schedule 1. The Supplier will, upon request at any time, provide the Ministry with a certificate from the insurer or insurers confirming the terms of such insurance.

## 12. INTELLECTUAL PROPERTY

### 12.1 No change

All Intellectual Property which is owned by, or is proprietary to, the Ministry or Supplier at the date of this Agreement (*Pre-existing Intellectual Property*) will at all times remain owned by that party exclusively.

### 12.2 New Intellectual Property

Subject to clause 12.1, and except where the Ministry and the Supplier agree otherwise, all Intellectual Property rights in the Deliverables will vest absolutely and exclusively in the Supplier on its creation in material form and without the need for any further act by the Ministry except as required by law.

### 12.3 Know-how

Subject only to each party's confidentiality obligations under this Agreement, neither party will be restricted from developing or using any techniques, ideas, concepts, information or know-how relating to methods or processes of general application which are recalled only from the memories of their Personnel.

### 12.4 Trade marks

Neither party shall use any trade mark owned by the other party, except as provided in this Agreement, without first obtaining the other party's consent.

### 12.5 Licence

To the extent necessary to enable the Ministry to receive the full benefit of the Services and the Deliverables, the Supplier grants the Ministry a non-exclusive, perpetual, irrevocable, world-wide, sub-licensable, transferable and royalty free licence to use, copy, develop and modify all Pre-existing Intellectual Property or other material provided under or in connection with this Agreement in which the Ministry does not own the Intellectual Property.

#### 12.6 Title and risk

The parties agree that title to, and risk in, any media on which any Deliverable is recorded, will pass to the Ministry on delivery to the Ministry, unless otherwise agreed in writing by the parties.

#### 12.7 Warranty

The Supplier warrants that neither the use nor possession of any Deliverable by the Ministry, nor the provision of any Service, infringes the Intellectual Property Rights of any person.

#### 12.8 Intellectual Property indemnity

The Supplier indemnifies the Ministry against all liability, losses, damages, costs and expenses suffered or incurred by the Ministry as a result of any claim or threatened claim alleging that any of the Deliverables or Services, or the Ministry's use or possession of any of them, infringes the Intellectual Property Rights of any person (*IP Claim*).

#### 12.9 Procedure

In the event of an IP Claim, the Ministry will:

- (a) promptly notify the Supplier in writing of the IP Claim and must not make any admission of liability or purport to settle any IP Claim without the Supplier's prior written consent (which will not be unreasonably withheld or delayed);
- (b) at the Supplier's request and expense, allow the Supplier to conduct and/or settle all negotiations and litigation resulting from the IP Claim (excluding any admission of wrongdoing by the indemnified party), provided that the Ministry will be entitled to be represented at, and be consulted on, all such negotiations and litigation; and
- (c) at the request of the Supplier, provide reasonable assistance with such negotiations or litigation, and the Supplier must reimburse the Ministry for its reasonable staff costs and out of pocket expenses of so doing.

#### 12.10 Remedies

If any Deliverables or Services, or the Ministry's use or possession of any of them, infringe the Intellectual Property Rights of any person, or if the Ministry is otherwise unable to enjoy the full benefit of the Services and Deliverables as a result of an IP Claim, the Supplier will, at its expense and without limiting the Ministry's other rights and remedies:

- (a) modify the Deliverables or Services so the Ministry can use them on terms acceptable to the Ministry;
- (b) obtain a licence to enable the Ministry to use the relevant Deliverables or Services on terms acceptable to the Ministry, and pay all fees for that licence; or

- (c) replace the Deliverable with another non-infringing item,

provided that the Supplier must ensure that the remedy does not materially affect the Service or Deliverable or the Ministry's exploitation of it. Without prejudice to any right or remedy, the Ministry may terminate this Agreement if the Supplier is unable to remedy the IP Claim in accordance with this clause 12.10 within two months of the Ministry's request.

### **13. CONFIDENTIAL INFORMATION**

#### **13.1 Confidentiality obligations**

Subject to clause 13.2, each party will keep the other party's Confidential Information in the utmost confidence and will not use or disclose that Confidential Information except as permitted by this Agreement.

#### **13.2 Permitted use and disclosure**

Clause 13.1 will not prohibit:

- (a) either party from using, disclosing, or publishing any information with the express prior written consent of the other party;
- (b) use or disclosure of information that has become generally known to the public other than through a breach of this Agreement;
- (c) either party disclosing information to its Personnel with a need to know, to be used to enable that party to perform its obligations or take the intended benefit of its rights under this Agreement, so long as the disclosing party informs such Personnel of the confidential nature of that information and makes a written record of doing so;
- (d) disclosure compelled by any statute or regulations, or any court order;
- (e) disclosure by the Supplier to the extent necessary to comply with the rules of any stock exchange on which the shares of the Supplier or any of its related companies are listed or quoted;
- (f) disclosure by the Ministry at the request of an officer of parliament, a parliamentary select committee, a royal commission, or a minister of the Crown (including for the purposes of a parliamentary question); and/or
- (g) disclosure by the Ministry of technical and/or operational information describing the Services and Deliverables, for the purpose of enabling a third party to offer or supply goods or services to the Ministry, so long as that third party gives the Ministry an undertaking that it will not use that information or those materials for any other purpose, and will destroy or return that information to the Ministry once it is no longer required for that purpose.

#### **13.3 Privacy**

To the extent applicable to its activities in connection with this Agreement, the Supplier will comply with all aspects of privacy and data protection legislation governing the collection, use, security and storage of personal information.

#### **13.4 Misuse or breach**

The Supplier will notify the Ministry in writing immediately upon becoming aware of any:

- (a) potential, threatened or actual misuse or unauthorised disclosure of Confidential Information by any person to whom the Supplier makes any disclosure; or
- (b) breach of the Supplier's obligations under this clause 13,

and will co-operate with the Ministry in preventing or limiting such misuse, unauthorised disclosure or breach, at the cost of the Supplier.

### 13.5 Equitable relief

Each party acknowledges that any breach of this clause 13 by the Recipient may cause the Owner irreparable harm for which damages would not be an adequate remedy. In addition to any other remedy available to it, the Owner may seek equitable relief (including injunctive relief or specific performance) against any breach or threatened breach of this clause 13 by the Recipient.

### 13.6 No limitation

Nothing in this clause limits or restricts any rights granted to the Ministry under clause 12.

### 13.7 Announcements

The Supplier must not make any announcement regarding this Agreement to any person, without the Ministry's prior written consent.

## 14. TERMINATION

### 14.1 Termination for convenience

9(2)(b)(ii)

### 14.2 Termination for Supplier's breach

Without prejudice to any other right or remedy it may have, the Ministry may immediately terminate this Agreement at any time by notice in writing to the Supplier if the Supplier:

- (a) is in material breach of this Agreement and, in the case of a material breach capable of remedy, the material breach is not remedied within 20 Business Days of the Supplier receiving written notice specifying the material breach and requiring its remedy;
- (b) is in material breach of this Agreement and the material breach is not capable of remedy;
- (c) ceases or threatens to cease to carry on all or substantially all of its business or operations;
- (d) is declared or becomes bankrupt or insolvent, is unable to pay its debts as they fall due, enters into a general assignment of its indebtedness or a scheme of arrangement or composition with its creditors, or takes or suffers any similar or analogous action in consequence of debt; or
- (e) has a trustee, manager, administrator, administrative receiver, receiver, inspector under legislation or similar officer appointed in respect of the whole

or any part of the Supplier's assets or business, or an order is made or a resolution is passed for the liquidation of the Supplier.

#### 14.3 Termination for the Ministry's breach

Without prejudice to any other right or remedy it may have, the Supplier may immediately terminate this Agreement at any time by giving to the Ministry notice in writing if:

- (a) the Ministry fails to pay any Charges that are not the subject of a dispute between the parties under clause 8.5 by the due date and if:
  - (i) the failure to pay is not remedied within 20 Business Days of the Ministry receiving written notice from the Supplier specifying the failure to pay and requiring payment; and
  - (ii) the failure to pay is not remedied within 20 Business Days of the Ministry receiving a further written notice from the Supplier noting the Ministry's failure to pay within the time period set out in clause 14.3(a)(i), and specifying that failure to pay within 20 Business Days of receipt of the notice under this clause 14.3(a)(ii), may result in the Supplier terminating this Agreement; or
- (b) the Ministry is in material breach of this Agreement, other than a failure to pay any Charges, and the material breach is not remedied within 20 Business Days of the Ministry receiving notice specifying the material breach, requiring its remedy and specifying failure to remedy may result in termination.

#### 14.4 Consequences of termination

On termination or expiry of this Agreement for any reason:

- (a) The Supplier will, subject to clause 14.4(f), cease to provide the Services and Deliverables;
- (b) the Supplier will return to the Ministry all the Ministry Property and other property that the Ministry has provided to the Supplier under or in connection with this Agreement;
- (c) the Supplier will, upon receipt of a written request from the Ministry, return or destroy (at the Ministry's option), all Confidential Information in the possession or control of the Supplier or any Personnel or subcontractor. Upon the return or destruction (as the case may be) of all such Confidential Information, the Supplier will provide to the Ministry a certificate stating that the Confidential Information returned or destroyed comprises all Confidential Information in the possession or control of the Supplier or any Personnel or subcontractor;
- (d) the Supplier will provide such information and assistance as the Ministry reasonably requires to allow the Ministry to make an orderly transition of all or any of the Services and Deliverables to the Ministry and/or any nominated alternative service provider, including where commercially practicably by using its best endeavours to transfer to the Ministry the benefit of all subcontracts that it has entered in to which relate to the Services and Deliverables where requested to do so by the Ministry;
- (e) 9(2)(b)(ii)

9(2)(b)(ii)

(f)

**11.5 Programme assets**

9(2)(j)

**14.5 Survival of provisions**

Upon termination or expiry of this Agreement for any reason, the provisions of clauses 4.1(c), 8.2, 9.1, 9.2, 9.5 to 9.8, 10, 11, 12, 13.1 to 13.7, 14.4 to 14.6, 15, 17 and Schedule 4 and any other clauses intended to survive termination or expiry, together with those other provisions of this Agreement that are required in order to give effect to those clauses, will remain in full force and effect.

#### 14.6 **Accrued rights**

Termination or expiry of this Agreement will be without prejudice to the rights and remedies of the parties accrued prior to termination or expiry, including in respect of any prior breach of this Agreement.

### 15. **DISPUTES**

#### 15.1 **Procedure**

If a dispute, disagreement, question, difference or claim arises between the parties in connection to this Agreement or its subject matter (*Dispute*), either party may give the other written notice (*Dispute Notice*) requiring that the Dispute be determined in accordance with the dispute resolution process set out in Schedule 4.

### 16. **FORCE MAJEURE**

Neither party will be liable to the other for any failure to perform any of its obligations under this Agreement to the extent the failure is caused by a Force Majeure Event, provided that the party seeking to rely on this clause 16 has:

- (a) notified the other party as soon as practicable after the Force Majeure Event occurs and provided full information concerning the Force Majeure Event, including an estimate of the time likely to be required to overcome it;
- (b) used its best endeavours to overcome the Force Majeure Event and minimise the loss to the other party; and
- (c) continued to perform its obligations under this Agreement as far as practicable.

If a Force Majeure Event prevents, or is likely to prevent, either party from complying with its obligations under this Agreement to a material extent for a continuous period of 20 Business Days or more, the other party may terminate this Agreement by giving the non-complying party at least 20 Business Days' notice in writing.

### 17. **GENERAL**

#### 17.1 **Variations**

No amendment to this Agreement will be effective unless it is in writing and signed by the parties.

#### 17.2 **Assignment**

- (a) The Supplier may not assign, transfer, novate, subcontract, charge, pledge or otherwise encumber this Agreement, or any of its rights or obligations under this Agreement, without first obtaining the Ministry's written consent.
- (b) Any change in the Control of the Supplier will be treated as an assignment by the Supplier under clause 17.2(a).

- (c) the Ministry may assign, transfer or novate any or all of its rights and obligations under this Agreement to any person, agency or regulatory body tasked by the Crown with fulfilling any of the functions of the Ministry by giving notice in writing to the Supplier.

### 17.3 **No waiver**

- (a) A delay, neglect or forbearance by a party in enforcing any provision of this Agreement against the other will not waive or limit any right of that party.
- (b) No provision of this Agreement will be considered waived by a party unless that party waives the provision in writing.
- (c) The parties will not treat a waiver by a party of any breach as a waiver of any continuing or re-occurring breach, unless the parties have expressly agreed to do so in writing.

### 17.4 **Invalid clauses**

If any part of this Agreement is held to be invalid, unenforceable or illegal for any reason, this Agreement will be deemed to be amended by the addition or deletion of wording necessary to remove the invalid, unenforceable or illegal part, but otherwise to retain the provisions of this Agreement to the maximum extent permissible under applicable law.

### 17.5 **Costs**

Each party will bear its own legal costs and expenses incurred in connection with the preparation, negotiation and execution of this Agreement.

### 17.6 **Relationship**

- (a) The parties will perform their obligations under this Agreement as independent contractors to each other.
- (b) This Agreement will not create, constitute or evidence any partnership, joint venture, agency, trust or employer/employee relationship between the parties, unless it expressly states otherwise. Neither party may make or allow anyone to represent that any such relationship exists between the parties.
- (c) Neither party will have the authority to act for, or incur any obligation on behalf of, the other party, except as expressly provided for in this Agreement.

### 17.7 **Entire agreement**

This Agreement contains the whole of the contract and understanding between the parties in respect of the matters covered by it and supersedes all prior representations, agreements, statements and understandings between the parties in respect of those matters, whether verbal or in writing.

### 17.8 **Remedies cumulative**

The rights of the parties under this Agreement are cumulative. The parties do not exclude any rights provided by law, unless otherwise expressly stated in this Agreement.

### 17.9 **Notices**


- (a) Any notice, consent, approval, agreement, undertaking, report or other communication given by a party for the purposes of this Agreement will be of no effect unless given in writing and addressed to the recipient at the address last notified by the recipient to the other party. Until a change is so notified, the address of each party is as stated in Schedule 1.
- (b) Delivery may be effected by hand, by post with postage prepaid, or by email. A notice or other communication will be deemed to have been received:
  - (i) in the case of hand delivery or pre-paid post sent from outside New Zealand, at the time of actual delivery to the recipient's address;
  - (ii) in the case of delivery by pre-paid post sent from within New Zealand, no later than the 2nd Business Day after posting; or
  - (iii) in the case of delivery by email, no later than when the recipient's email server acknowledges receipt.

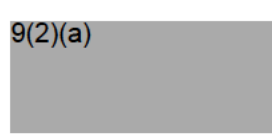
However, if a notice or other communication is received or deemed to have been received after 5 pm on a Business Day in the place to which it is sent, or on a day which is not a Business Day in that place, it will be deemed not to have been received until the next Business Day in that place.

**17.10 Non merger**

The warranties, undertakings and indemnities given under this Agreement will not merge on any completion or settlement under this Agreement or any other agreement between the parties, but will remain enforceable to the fullest extent permissible, despite any rule of law to the contrary.

**SIGNATURES**

For <b>The Sovereign in right of the Government of New Zealand</b> acting by and through the <b>Secretary for Education</b> :	
Signature:	
Name:	Ellen MacGregor-Reid
Position:	Secretary for Education
Date:	18 October 2024

For <b>Compass Group New Zealand Limited</b>	
9(2)(a)	
Signature:	
Name:	9(2)(a)
Position:	Managing Director
Date:	18 October 2024

Witnessed by:	
Name:	Sophie Wilson

Witnessed by:	
Name:	9(2)(a)

Date: 18 October 2024

Date: 18 October 2024

Released under the Official Information Act 1982

**SCHEDULE 1 – PARTICULARS OF AGREEMENT**

Commencement Date	<p>The later of:</p> <p>(a) 21 October 2024; or</p> <p>(b) the date on which the Supplier provides the Ministry with written confirmation it has entered into written agreements with its Key Suppliers in accordance with clause 5.4(a)(v) of this Agreement.</p> <p>Start date for Services is 21 January 2025</p>
Expiry Date	31 December 2026
Public Liability	9(2)(b)(ii)
Professional indemnity	
Supplier's liability amount	
Details for notices to Supplier	<p><b>To the Supplier:</b>                  Address: Level 3, 1 Kenwyn St, Parnell, Auckland                  Email: 9(2)(a)</p>
Details for notices to the Ministry	<p><b>To the Ministry:</b>                  Address: PO Box 1666, 33 Bowen Street, Wellington 6011                  Email: sean.teddy@education.govt.nz</p>

Released under the Official Information Act 1982

## SCHEDULE 2 – SERVICES AND DELIVERABLES

### Introduction

The parties agree the joint intention of the parties is that the Supplier Services must, and taking into account a \$3 meal price;

1. Deliver consistently palatable and nutritious food items and meals nationally to eligible learners in identified year group/s in schools at a fixed delivered lunch price per in-scope learner;
2. Be efficient and cost effective;
3. Provide menus that reflect and leverage benefits of standardisation under this model while retaining reasonable variety for students;
4. Be workable for schools;
5. Consider the safety, ethnic and cultural needs of students/ākonga, and ensure all eligible students/ākonga are included and can be catered for; and
6. Can be operational within the required timeframe;
7. Be sustainable across the term of the agreement.

### 1. SERVICES AND DELIVERABLES

The Services that the Supplier will provide to the Ministry include:

#### 1.1 Implementation and change management

- (a) Working with the Ministry's Implementation team to create and agree a joint Implementation Plan that outlines timelines, key milestones, responsibilities, and any other special requirements as mutually agreed.
- (b) Trial service delivery testing, to be held prior to the start of Term 1 2025, at selected school sites as identified by the Ministry and agreed by all parties. Trial testing is intended to simulate delivery in variable scenarios, such as locations or delivery sizes, and should simulate the full delivery process, including product quality checks, delivery times, and compliance with service standards (e.g., DIFOT). Feedback from the trial will be reviewed by both parties, and necessary adjustments agreed and implemented within an agreed timeframe, in advance of full implementation wherever possible.
- (c) Ensure proactive public relations and change management to promote programme success. Public relations plans should be developed and agreed in conjunction with the Ministry.

#### 1.2 Meal provision

- (a) Delivery of consistently high quality, palatable and nutritious hot and cold food items and meals nationally and at agreed frequencies and standards to eligible in scope learners in participating schools and kura as specified in Appendix 1;
- (b) Ensuring compliance with nutritional guidance, any agreed minimum weight volumes and standard special dietary requirements (such as common allergens and ethical and cultural needs e.g. dairy, vegetarian, vegan, halal) as advised by the Ministry and mutually agreed between the parties, along with clear labelling of allergens and cross-contamination controls per an agreed allergen management plan consistent with good industry. These meal types are considered standard provision.
- (c) Ensure that all new meal options are made available to the Ministry for comment and tested with students before being made available to schools.

Testing should assess feedback on taste, and overall appeal and satisfaction. Records of testing results should be maintained, and made available to the Ministry upon request.

- (d) Achieve a balance between hot and cold meals each week, ensuring menu's that are provided to schools offer reasonable levels of variety for learners as agreed between the parties. Menu's will be supplied and adjusted as required to ensure ongoing viability to meet the agreed price point;
- (e) Be able to work with the Ministry to provide non-standard and/or additional solutions for the programme to cater for complex special dietary meals eg rare or multiple allergies (generally three or more), non-standard or medically diagnosed intolerances, dysphagia, pregnant or breastfeeding ākongā.
- (f) Provision of a full solution delivery model, including meal preparation, packaging, logistics, delivery to schools, waste disposal, and that can operate within the price per lunch, be able to be produced and available in the required quantities and formats, as well as be efficient and workable for schools and kura.
- (g) Provide and maintain an adaptable ordering system that enables each school to order on a termly basis or as otherwise agreed with the Ministry, as well as the ability to make changes (for example, individual student opt outs, managing teacher only days, outings, or new enrolments that occur within the term window).
- (h) The Supplier may utilise a 'junior' size tray (150mmx125mmx50mm) to ensure commercial viability, provided that the meals remain visually appealing for students. The use of this tray size will be subject to regular review, with the intent to increase the tray size over time as commercially and operationally feasible as agreed between the parties.
- (i) Work with the Ministry and identified schools and kura in good faith to provide a solution for schools to assist with meal distribution within schools, measurement and/or management of surplus meals and waste, and any specific meal provision requirements (such as delivery of bulk pack meals into schools to heat and eat onsite) including where applicable site-specific health and safety plans, and compliance with the Children's Act 2014 (if providing service on site and/or where Supplier personnel have unsupervised access to ākongā or students).

### 1.3 Service delivery and reliability

- (a) Provide delivery schedules that minimise disruption to schools and kura, align to school storage capacity limitations, enable temperature control and Food Safety Control Plan and Food Safety Act compliance, and prioritise perishable and sensitive items requiring frequent and timely deliveries.
- (b) Deliver on time and in full to required locations, with processes in place (such as availability of real-time tracking and delivery alerts) to allow monitoring of delivery progress and ensure timely arrival.

### 1.4 Sustainability, Waste and Surplus management

- (a) Provide management of programme related rubbish and waste removal for schools and kura, ensuring waste is removed promptly and no programme waste is left at sites;
- (b) Use reusable, recyclable or certified compostable packaging, cutlery, and tableware wherever possible and/or practicable in all instances. Exceptions

should be captured along with justifiable rationale for non compliant packaging use to enable reporting if required or on request.

- (c) Minimize the use of non-recyclable packaging, plastic wrap, and single-use items.
- (d) Ensure packaging used should be plain, with no visible company logos, except to identify ownership of reusable packaging.
- (e) Support the Ministry's commitment to reducing carbon emissions by discussing and agreeing setting, measuring and reporting carbon reduction or offsetting initiatives/actions, including provision of specific data required to meet Carbon Neutral Government Programme Requirements such as Scope 1, 2 and 3.
- (f) Develop and provide a waste and surplus meal management plan, to be reviewed at least annually and mutually agreed by both parties, that details the approach to waste and surplus management, and any agreed minimisation targets. The plan should:
  - (i) Align with guidance set by the [Ministry for the Environment's national waste strategy](#) (Te Rautaki Para), and associated standards.
  - (ii) include approach to general recycling and composting of all waste including those generated in kitchens during meal preparation, including paper, cardboard, tin, aluminium, #1, 2 and 5 plastics, soft plastics, and food scraps.
  - (iii) describe the collection systems in place and pathway/s used to ensure items end up in the correct waste streams (for example recycling, resource recovery or waste reduction). Evidence that waste is being disposed of and/or recycled, reused, or composted as applicable using the correct waste or recycling stream should be able to be provided on request.
  - (iv) demonstrate a consistent and proactive focus on reduction of the amount of food and packaging waste generated through the Services throughout the supply chain;
  - (v) demonstrate a consistent and proactive focus on reduction of surplus meals through the Services.

### 1.5 Governance and continuous improvement

- (a) Actively participate in governance meetings and communities of practice as required or requested by the Ministry, contributing to long term programme goals and continuous improvement activities through actionable insights
- (b) Establish, alongside the Ministry, and adhere to a relationship charter that outlines collaboration principles, communication protocol between the parties.
- (c) Actively engage stakeholders, establish formal feedback mechanisms, and ensure timely responsiveness to feedback and issue resolution, ensuring agreed escalation processes are followed.

### 1.7 Business continuity and contingency planning

- (a) Maintain sufficient stocks of meals to ensure a minimum of four days continuity in meal provision to all eligible ākonga in the event of disruptions and emergencies;
- (b) Develop and maintain contingency plans and alternative supply arrangements to mitigate the event of supply chain disruptions. These contingency plans and alternative supply arrangements should include alternative supply routes, alternative lunch options in the event of delay or delivery failure, substitute products, and correction of short supplied or damaged orders to ensure supply continuity. The contingency plans are to be agreed with the Ministry.

**1.8 Performance & Feedback**

Implement, alongside the Ministry, a balanced scorecard to measure performance across key areas, including financial, operational, stakeholder, and innovation metrics. The scorecard should be reviewed and updated at least quarterly to ensure comprehensive performance measurement across all dimensions of the programme.

**2. SERVICE LEVELS**

The Supplier will use all reasonable endeavours to meet or exceed the following Service Levels:

- (a) The parties agree that the high-level service levels outlined in the table below will apply during the first quarter of service delivery in 2025 under the Agreement. These service levels are intended to establish a performance benchmark for the program moving forward.
- (b) At the end of the first quarter or as otherwise agreed, both parties will engage in a formal review of the service levels, assessing their applicability, performance results, and alignment with the program's objectives. Based on this review, the service levels may be expanded upon, adjusted, or otherwise amended as mutually agreed, to ensure continuous improvement and sustained service excellence.

Category	Subcategories	Vision	Metrics	Lead Indicators	Lag Indicators
<b>Trials</b>	Service Testing	Successful trialling of services.	Successful execution of trials at selected sites	Trial preparation and execution.	Trial completed on time at agreed test sites.
<b>Implementation &amp; Change Management</b>	Implementation plan  Proactive Public Relations &  Change Management	Smooth, seamless, and successful rollout of services from day 1, Term 1 2025.	Completion of the joint Implementation Plan.	Agreement on key milestones, timelines, and responsibilities.	Adjustments made based on trial run results. Full-service rollout.

<p><b>Meal Provision</b></p>	<ol style="list-style-type: none"> <li>1. Meal Provision</li> <li>2. Food Quality and Safety</li> <li>3. Nutritional Standards</li> <li>4. Special Diets &amp; Cultural Requirements</li> <li>5. Balance Between Hot &amp; Cold Meals</li> <li>6. Cooked Weight Compliance</li> </ol>	<p>Ensure high-quality, nutritious meals that meet dietary needs and adapt over time.</p>	<p>Nutritional compliance, satisfaction scores, allergen &amp; cultural and special dietary management .</p>	<p>Food Safety Management  Dietary &amp; nutritional requirement compliance,  Set menu offers a minimum of X cold meals per week</p>	<p>9(2)(b)(ii)</p>
<p><b>Service Delivery &amp; Reliability</b></p>	<ol style="list-style-type: none"> <li>1. Production Reliability</li> <li>2. Service Reliability</li> <li>3. Delivery Accuracy</li> <li>4. Temperature Control &amp; Compliance</li> <li>5. Contingency Plans for Delays</li> </ol>	<p>Deliver meals and ingredients on time, accurately, and safely.</p>	<p>9(2)(b)(ii)</p>	<p>Regular monitoring of delivery times, accuracy, and compliance with safety protocols.</p>	<p>9(2)(b)(ii)</p>
<p><b>Performance &amp; Feedback</b></p>	<ol style="list-style-type: none"> <li>1. Student and Ākonga Satisfaction</li> <li>2. Parent Satisfaction</li> <li>3. School or kura satisfaction</li> <li>4. Communication &amp; Transparency</li> </ol>	<p>Actively engage stakeholders and ensure responsive governance .</p>	<p>Stakeholder feedback and timely issue resolution.</p>	<p>Surveys, regular feedback from ākonga, parents, and staff engagement; governance participation.</p>	<p>9(2)(b)(ii)</p>

<b>Sustainability, Waste &amp; Surplus Management</b>	1. Waste Management & Surplus Handling 2. Packaging & Waste 3. Food Waste (Production Facilities) 4. Food Waste & Meal Uptake (End Users)	Minimize surplus and waste and ensure sustainable practices that align with Ministry requirements and national standards across packaging and production.	9(2)(b)(ii)  Sustainable packaging compliance.	Collaboration with end users on waste and surplus reduction and management  Monitoring and reporting  Food waste and sustainable packaging practices.  Reduction in surplus meals	9(2)(b)(ii)
	<b>Business Continuity &amp; Contingency</b>	1. Business Continuity 2. Contingency planning	Ensure continuity of services despite any disruptions with effective contingency plans.	Zero service disruption due to controllable issues	Contingency plans in place, alternative supply arrangements identified.
<b>Governance &amp; Continuous Improvement</b>	1. Proactive Participation in Meetings & Communities of Practice 2. Responsiveness & Issue Resolution	Contribute to long-term programme goals through actionable insights.	Participation in governance meetings and communities of practice.	Regular engagement in governance activities, issue resolution mechanisms in place.	Continuous improvement achieved through active governance participation and issue resolution.

**3. PERSONNEL**

The list of key personnel noted below will be agreed within 30 days of the Commencement Date, and their respective functions should be kept up to date at all times:

Role	Region (if relevant)	Ministry Representative	Supplier Representative
Commercial Manager/s	National	[Ministry's Commercial Manager]	[Supplier's Programme Manager]
Programme Director	National	[Ministry's Programme Director]	[Supplier's Director of Operations]
Senior Sponsor	National	[Ministry's members] General Manager Akonga & Communities	[Supplier's members] Managing Director

#### 4. MEETINGS, REVIEWS AND REPORTING REQUIREMENTS

4.1 The designated representatives will attend the following meetings or reviews at the following times:

Review	Purpose	Participants	Key Focus Areas	Frequency
Programme Steering Committee	Strategic oversight and high-level decision-making.	Senior representatives from including Ministry, Supplier, external stakeholders and other agencies e.g., EAG	<ul style="list-style-type: none"> <li>- Strategic direction</li> <li>- Evaluation and impact assessment and alignment</li> <li>- Risk management</li> <li>- High-level performance and compliance</li> </ul>	Quarterly
Operational Governance Group	Operational review and issue resolution.	Operational managers from Buyer, Supplier, key end-user representatives.	<ul style="list-style-type: none"> <li>- Day-to-day operational performance - Risk identification and mitigation</li> <li>- Operational continuity</li> <li>- Social and economic impact</li> </ul>	Monthly
Monthly Performance Review	Assess service delivery performance against key metrics.	Regional delivery managers, Contract Managers, and Commercial Manager	<ul style="list-style-type: none"> <li>- SLA achievement - Delivery performance (timeliness, quality)</li> <li>- Waste management</li> <li>- Food Quality &amp; Nutrition</li> <li>- Issue, risk and action review</li> <li>- Stakeholder Feedback</li> </ul>	Monthly
Financial Review	Monitor financial performance and adherence to budget constraints.	Buyer, Supplier finance teams, external auditors (if necessary).	<ul style="list-style-type: none"> <li>- Financial performance</li> <li>- Open-book review &amp; pricing compliance (if agreed)</li> <li>- Value for money and cost-efficiency</li> </ul>	as required
Annual Programme Evaluation	Comprehensive review of programme performance,	Steering Committee, Operational Governance Group	<ul style="list-style-type: none"> <li>- Long-term strategic outcomes</li> <li>- Nutritional compliance</li> <li>- Sustainability targets</li> </ul>	Annual

	identifying key areas for improvement and future planning.		- Stakeholder satisfaction	Annual or as otherwise agreed
Risk and Compliance Audit	Ensure compliance with food safety, health regulations, and contractual and compliance obligations.	Buyer, Supplier, independent auditors.	<div style="border: 1px solid black; padding: 5px;">                     - Food safety compliance                      - Health and safety adherence                      - Legal and regulatory obligations                      - Registers including Issues, Risk &amp; Mitigations, Asset, Conflict of Interest, Approved Subcontractors                 </div>	

### Reporting Requirements

The Supplier will provide to the Ministry the following reports at the following times:

Area	Report Type	Frequency	Content
Implementation & Change Management	Implementation Plan Progress Report	Weekly during implementation, monthly after	Updates on milestones, feedback from dry runs, risks day to day operational / commercial performance, risk identification/mitigation/operational continuity. DIFOT for all service aspects, service disruptions
Service Delivery & Reliability	Delivery Performance Report	monthly with quarterly summary or as otherwise agreed	Meal counts, nutritional compliance, student feedback, risks/issues/actions/compliments
Meal Provision	Meal Compliance and Feedback Report	Monthly, with quarterly summary or as otherwise agreed	
			Carbon reduction or offsetting initiatives implemented during the reporting period, along with Data to meet Carbon Neutral Government Programme emissions reporting for Scope 1, 2, and 3.
Sustainability & Waste Management	Waste and Packaging Compliance Report		Packaging waste breakdown and weight from agreed representative sample of schools, compliance with packaging types and waste streams/recycling
	Emissions Reduction Reporting Balanced Scorecard	Bi-Annually (March and August)	Financial, operational, innovation, stakeholder metrics, combined risk, issues, actions register
Performance & Feedback	Performance Report	Quarterly	

Continuous Improvement and Insights Summary Business Continuity and Contingency Planning	Continuous Improvement and Insights Summary Contingency Plan Readiness Report	Bi-Annually Annually, with updates after incidents	Summary of Service Delivery Meal Provision Insights, improvement initiatives to inform management or governance meetings. Assurance and performance of contingency actions Provision of evidence of compliance to legislation and/or other policies set out in the Agreement. Includes IP/Asset/Risk Registers, Certificate of Currency, Waste Management Plan, and Subcontractor report/s. Evaluation of strategic direction, impact alignment, risk management, high-level performance, compliance insights, and improvement initiatives to inform management or governance meetings.
Annual Compliance review	Annual Compliance review	Annually	
Annual Evaluation Dashboard	Evaluation Report	Annually	

**5. ISSUE RESOLUTION PROCESS**

If a issue arises the parties will follow the escalation process below:

- (a) *High*: Immediate and significant impact on programme delivery, safety, or legal compliance. Requires urgent attention. For example, service delivery issues or food safety compliance.
- (b) *Medium*: Important issues that affect programme quality, user satisfaction, or financial stability but are not immediately critical. For example, user feedback that does not involve food safety or service delivery issues, or waste management.
- (c) *Low*: Minor issues that are unlikely to have a major impact but still need addressing to prevent future problems. For example, minor operational matters that do not materially impact performance, delivery, quality or safety.

Escalation Level	Responsible Party	Action Required	Criticality level	Timeframe
Level 1	Regional Managers/ (Supplier & Ministry)	Initial review of the issue and collaborative resolution attempts.	High	Within 4 hours
			Medium	Within one business day
			Low	Within two business day
Level 2	Commercial and/or operational Manager (Supplier & Ministry)	Escalate to senior management if	High	Within 4 hours
			Medium	Within two business days

		unresolved at Level 1.	Low	Within two business day
<b>Level 3</b>	Programme Directors and/or Senior Sponsors (Supplier & Ministry)	Escalate to executive teams if conflict persists.	High	Within one business day
			Medium	Within five business days
			Low	Within 15 business days
<b>Level 4</b>	Dispute Resolution	If no internal resolution, dispute resolution process to apply		Refer to this schedule clause 4: Dispute resolutions

Both parties agree to act in good faith throughout any issue notification or escalation process in order to resolve issues efficiently.

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### SCHEDULE 3 - CHARGES

#### 1 INVOICING

The Supplier is to invoice the Charges each fortnight for Services and Deliverables provided during that month.

Each invoice is to provide a breakdown of the following for the invoice period including:

- (a) Number of standard provision lunches for each year group
  - (i) Years 0-3
  - (ii) Years 4-8
  - (iii) Years 9+
- (b) Number of Standard Special Diet lunches for each of the year groups
- (c) Number of non-standard or Complex Special Diet lunches for each of the year groups (where applicable)
- (d) Number of teachers only days, EOTC events, roll changes notified by the school or kura;

#### 2 ORDERING AND CHARGES

The Ministry will ensure that orders are submitted by schools using the approved Supplier nominated ordering system. Any substantive changes or changes impacting non standard provision are require at least 10 Business Days' notice to the Supplier noting Supplier will implement changes as soon as reasonably practicable wherever possible. Best endeavours will be used to accommodate minor changes, such as standard meal provision for a new student as is needed within the change window.

A fixed price of \$3.00 (ex GST) per delivered standard provision lunch. The fixed price is based on the number of lunches forecasted from school rolls provided to the Supplier by schools in the prior term or other agreed frequency.

9(2)(b)(ii)

#### Background to charges and adjustments

The number of lunches provided and charged may not exceed total roll numbers without prior approval from the Ministry. The number of lunches provided per annum will not exceed a run rate of (a) Year 1: 25,550,000 per annum and subsequent years: (b) 40,150,000 per annum without the agreement of the Supplier.

Lunches must be able to be delivered to participating schools and kura on each available school day, based on a standardised assumption of a minimum of 190 school days per participating school or kura per annum.

A total indicative national roll number per day of 124941 applies (current as at

October 2024) and should be used as the indicative volume for Term 1, 2025. Based on this estimate, the total anticipated Charges per annum is \$71,216,370, calculated as follows:

Total Roll	Price per Lunch	Number of school days	Total estimated Charges per annum
124,941	\$3.00	190	\$71,216,370

**Indicative Roll numbers:**

A summary of the roll breakdown per region is below, and further detail and supporting participating school information can be found in Appendix 2. The parties agree that final roll numbers will be confirmed in advance of the go-live date to ensure accuracy and alignment with current school population data.

Education Region	Number of schools	Indicative Roll 0-3	Indicative Roll 4-8	Indicative Roll 9+	Total Roll
Bay of Plenty/Wairiki	57	1827	4869	5926	12622
Canterbury/Chatham Islands	20	1531	3914	3623	9068
Hawke's Bay/Tairāwhiti	43	1034	4077	4372	9483
Nelson/Marlborough/West Coast	15	584	1103	1010	2697
Otago/Southland	23	735	1920	1636	4291
Tai Tokerau	30	797	3121	2098	6016
Tāmaki Herenga Manawa	22	1280	3463	4466	9209
Tāmaki Herenga Tāngata	22	1494	3413	5450	10357
Tāmaki Herenga Waka	49	3753	11315	12797	27865
Taranaki/Whanganui/Manawatū	52	1999	4631	3528	10158

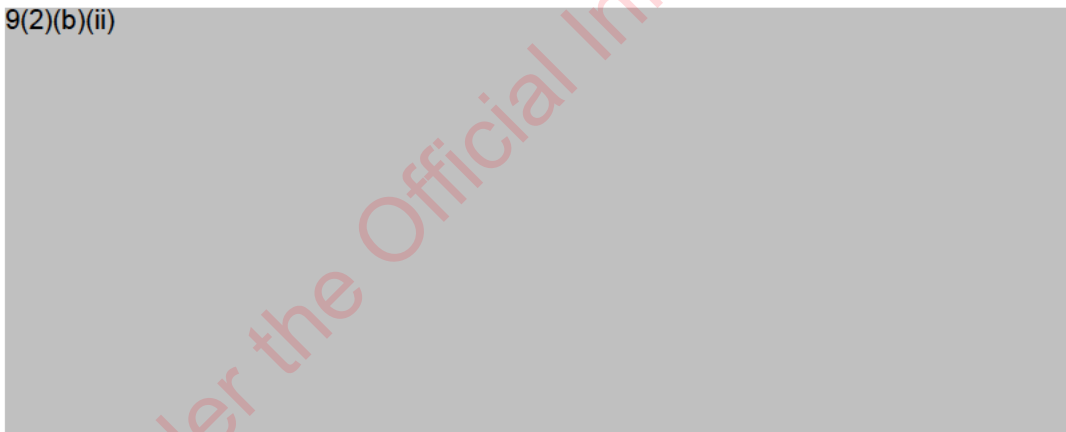
Education Region	Number of schools	Indicative Roll 0-3	Indicative Roll 4-8	Indicative Roll 9+	Total Roll
Waikato	59	2041	6280	5710	14031
Wellington	38	1805	4246	3093	9144
<b>Grand Total</b>	<b>430</b>	<b>18880</b>	<b>52352</b>	<b>53709</b>	<b>124941</b>

This estimate does not account for variables beyond the control of either party, including but not limited to, increase or decrease in participating schools or kura, teacher-only days and student absences, which may result in fluctuations in actual lunch orders and cannot be predicted in advance.

Both parties acknowledge these factors in good faith as part of the lunch delivery programme.

To ensure the accuracy of lunch volumes, an annual review of roll numbers will be conducted, or at such frequency as otherwise agreed by the parties. This review will account for natural fluctuations in student rolls, enabling adjustments to forecasts and maintaining alignment with actual school population changes over time.

3 9(2)(b)(ii)



#### Non-standard or additional solutions

Charges for the provision of non-standard meals or additional solutions for the programme will be considered and mutually agreed upon by the parties as required.

#### 4 **PROFESSIONAL SERVICES**

Where the Ministry requests the Supplier to undertake related professional services, the Services will be undertaken at rates agreed between the parties based on a rate card to be submitted by Supplier within 60 days of the Commencement Date (pro-rated for part-days) in the following format:

- **Specialisation**      **Daily Rate**

Professional Services, including fee caps, will be agreed between the parties before any chargeable activities are commenced.

#### 5 **EXPENSES**

Except as expressly set out in this Agreement, no reimbursement of expenses.

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**Appendix 1**

Indicative roll numbers, current as at October 2024, apply and should be used as the indicative volume for Term 1, 2025.

Education Region and School Type	Number of schools	Indicative Roll 0-3	Indicative Roll 4-8	Indicative Roll 9+	Total Roll
<b>Bay of Plenty/Wairariki</b>	<b>57</b>	<b>1827</b>	<b>4869</b>	<b>5926</b>	<b>12622</b>
Composite (Year 1-15)	12	521	777	613	1911
Full Primary (Year 1-8)	33	1306	1801	0	3107
Intermediate (Year 7 & 8)	4	0	2062	0	2062
Secondary (Year 7-15)	2	0	229	395	624
Secondary (Year 9-15)	6	0	0	4918	4918
<b>Canterbury/Chatham Islands</b>	<b>20</b>	<b>1531</b>	<b>3914</b>	<b>3623</b>	<b>9068</b>
Composite (Year 1-15)	3	249	391	354	994
Full Primary (Year 1-8)	10	1282	1980	0	3262
Intermediate (Year 7 & 8)	2	0	669	0	669
Secondary (Year 7-15)	4	0	874	2838	3712
Secondary (Year 9-15)	1	0	0	431	431
<b>Hawke's Bay/Tairāwhiti</b>	<b>43</b>	<b>1034</b>	<b>4077</b>	<b>4372</b>	<b>9483</b>
Composite (Year 1-15)	9	422	584	500	1506
Full Primary (Year 1-8)	19	612	933	0	1545
Intermediate (Year 7 & 8)	6	0	2366	0	2366
Secondary (Year 7-15)	3	0	194	827	1021
Secondary (Year 9-15)	6	0	0	3045	3045
<b>Nelson/Marlborough/West Coast</b>	<b>15</b>	<b>584</b>	<b>1103</b>	<b>1010</b>	<b>2697</b>
Composite (Year 1-15)	4	152	244	203	599
Full Primary (Year 1-8)	9	432	744	0	1176
Secondary (Year 7-15)	1	0	115	256	371
Secondary (Year 9-15)	1	0	0	551	551
<b>Otago/Southland</b>	<b>23</b>	<b>735</b>	<b>1920</b>	<b>1636</b>	<b>4291</b>
Composite (Year 1-15)	1	55	79	68	202
Full Primary (Year 1-8)	15	680	1056	0	1736
Intermediate (Year 7 & 8)	1	0	298	0	298
Secondary (Year 7-15)	5	0	487	1159	1646
Secondary (Year 9-15)	1	0	0	409	409
<b>Tai Tokerau</b>	<b>30</b>	<b>797</b>	<b>3121</b>	<b>2098</b>	<b>6016</b>
Composite (Year 1-15)	4	134	301	375	810
Full Primary (Year 1-8)	18	663	1013	0	1676
Intermediate (Year 7 & 8)	3	0	1441	0	1441
Secondary (Year 7-15)	3	0	366	756	1122
Secondary (Year 9-15)	2	0	0	967	967
<b>Tāmaki Herenga Manawa</b>	<b>22</b>	<b>1280</b>	<b>3463</b>	<b>4466</b>	<b>9209</b>
Full Primary (Year 1-8)	13	1280	2133	0	3413
Intermediate (Year 7 & 8)	4	0	1268	0	1268
Secondary (Year 7-15)	1	0	62	341	403
Secondary (Year 9-15)	4	0	0	4125	4125
<b>Tāmaki Herenga Tāngata</b>	<b>22</b>	<b>1494</b>	<b>3413</b>	<b>5450</b>	<b>10357</b>

Composite (Year 1-15)	1	49	50	33	132
Full Primary (Year 1-8)	12	1445	18 2116	0	3561
Intermediate (Year 7 & 8)	2	0	1176	0	1176
Secondary (Year 7-15)	1	0	71	82	153
Secondary (Year 9-15)	6	0	0	5335	5335
<b>Tāmaki Herenga Waka</b>	<b>49</b>	<b>3753</b>	<b>11315</b>	<b>12797</b>	<b>27865</b>
Composite (Year 1-15)	2	314	667	975	1956
Full Primary (Year 1-8)	25	3439	5255	0	8694
Intermediate (Year 7 & 8)	9	0	4789	0	4789
Secondary (Year 7-15)	3	0	604	1521	2125
Secondary (Year 9-15)	10	0	0	10301	10301
<b>Taranaki/Whanganui/Manawatū</b>	<b>52</b>	<b>1999</b>	<b>4631</b>	<b>3528</b>	<b>10158</b>
Composite (Year 1-15)	4	235	353	296	884
Full Primary (Year 1-8)	40	1764	2931	0	4695
Intermediate (Year 7 & 8)	3	0	1063	0	1063
Secondary (Year 7-15)	1	0	284	599	883
Secondary (Year 9-15)	4	0	0	2633	2633
<b>Waikato</b>	<b>59</b>	<b>2041</b>	<b>6280</b>	<b>5710</b>	<b>14031</b>
Composite (Year 1-15)	5	291	432	298	1021
Full Primary (Year 1-8)	37	1750	2544	0	4294
Intermediate (Year 7 & 8)	4	0	2632	0	2632
Restricted Composite (Year 7-10)	1	0	78	55	133
Secondary (Year 7-15)	4	0	594	1343	1937
Secondary (Year 9-15)	8	0	0	4014	4014
<b>Wellington</b>	<b>38</b>	<b>1805</b>	<b>4246</b>	<b>3093</b>	<b>9144</b>
Composite (Year 1-15)	3	268	285	128	681
Full Primary (Year 1-8)	23	1537	2334	0	3871
Intermediate (Year 7 & 8)	6	0	1627	0	1627
Secondary (Year 9-15)	6	0	0	2965	2965
<b>Grand Total</b>	<b>430</b>	<b>18880</b>	<b>52352</b>	<b>53709</b>	<b>124941</b>

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**Appendix 2 List of Schools and Kura included in this agreement.**

As at October 2024, the below participating schools and kura are eligible to receive Services as at Term 1 2025.

Changes to these school and kura may be agreed from time to time.

Education Region	School ID	School Name	School Type	0-3	4-8	9+	Total Roll	MOE Contact	School or kura key contact name	Street Address	Phone number	Email Address
Bay of Plenty/Waiariki	123	Te Puke High School	Secondary (Year 9-15)	0	0	987	987	9(2)(a)	9(2)(a)	19 Tui Street, Te Puke	9(2)(a)	
Bay of Plenty/Waiariki	143	Trident High School	Secondary (Year 9-15)	0	0	823	823	9(2)(a)		76 Arawa Road, Whakatane		
Bay of Plenty/Waiariki	144	Whakatane High School	Secondary (Year 9-15)	0	0	1184	1184			56 Goulstone Road, Whakatane		
Bay of Plenty/Waiariki	145	Edgecumbe College	Secondary (Year 9-15)	0	0	152	152			100 College Road, Edgecumbe		
Bay of Plenty/Waiariki	151	Western Heights High School	Secondary (Year 9-15)	0	0	1120	1120			70 Old Quarry Road Rotorua Central, Rotorua		
Bay of Plenty/Waiariki	153	Rotorua Girls' High School	Secondary (Year 9-15)	0	0	652	652			251 Old Taupo Road Hillcrest, Rotorua		
Bay of Plenty/Waiariki	164	Reporoa College	Secondary (Year 7-15)	0	75	123	198			45 Massey Road, Reporoa		
Bay of Plenty/Waiariki	221	Te Wharekura o Ruatoki	Composite (Year 1-15)	61	97	76	234	9(2)(a)		14-16 Mission Road Ruatoki, Whakatane		

Bay of Plenty/Waiariki	463	TKK Motuhake o Tawhiuau	Composite (Year 1-15)	35	32	15	82	9(2)(a)	43 Miro Drive, Murupara	9(2)(a)
Bay of Plenty/Waiariki	476	Tongariro School	Composite (Year 1-15)	88	144	109	341		22 Waipapa Road, Turangi	
Bay of Plenty/Waiariki	497	Te Kura o Hirangi	Composite (Year 1-15)	96	118	76	290		29 Mawake Place, Turangi	
Bay of Plenty/Waiariki	545	Te Kura Toitu o Te Whaiti-nui-a-Toi	Composite (Year 1-15)	5	8	2	15	9(2)(a)	49 Minginui Road, Te Whaiti	
Bay of Plenty/Waiariki	558	TKKM o Te Kura Kokiri	Composite (Year 1-15)	33	54	157	244		1223 Welcome Bay Road, Tauranga	
Bay of Plenty/Waiariki	651	Te Whata Tau o Putauaki	Composite (Year 1-15)	17	26	16	59	9(2)(a)	39-57 Galway Street, Kawerau	
Bay of Plenty/Waiariki	658	Murupara Area School	Composite (Year 1-15)	43	58	74	175		84 Pine Drive, Murupara	
Bay of Plenty/Waiariki	661	Tarawera High School	Secondary (Year 7-15)	0	154	272	426		58-122 River Road, Kawerau	
Bay of Plenty/Waiariki	871	Te Rangihakahaka Centre for Science and Technology	Composite (Year 1-15)	39	71	8	118		Turipuku Campus 7-11 Dinsdale Street, Rotorua	
Bay of Plenty/Waiariki	878	Te Wharekura o Ngāti Rongomai	Composite (Year 1-15)	44	49	23	116		33 Robinson Ave, Rotorua	
Bay of Plenty/Waiariki	1139	Lake Taupo Christian School	Composite (Year 1-15)	38	60	22	120		42 Kiddle Drive, Taupo	

Bay of Plenty/Waiariki	1153	TKKM o Te Koutu	Composite (Year 1-15)	90	134	99	323	9(2)(a)	9(2)(a)	41 Russell RoadRotorua a Central, Rotorua	9(2)(a)
Bay of Plenty/Waiariki	1170	Whakatane S D A School	Full Primary (Year 1-8)	22	26	0	48			57A James StreetKopeopeo, Whakatane	
Bay of Plenty/Waiariki	1645	Te Kura o Tōrere	Full Primary (Year 1-8)	11	13	0	24			2276 State Highway 35, Opotiki	
Bay of Plenty/Waiariki	1678	Te Kura o Waikaremoana	Full Primary (Year 1-8)	8	13	0	21			4764 State Highway 38, Tuai	
Bay of Plenty/Waiariki	1689	Ashbrook School	Full Primary (Year 1-8)	35	43	0	78			150 Wellington Street, Opotiki	
Bay of Plenty/Waiariki	1711	Edgecumbe School	Full Primary (Year 1-8)	92	110	0	202			92 College Road, Edgecumbe	
Bay of Plenty/Waiariki	1745	Horohoro School	Full Primary (Year 1-8)	16	33	0	49			69 Apirana RoadHorohoro, Rotorua	
Bay of Plenty/Waiariki	1761	Kaitao Intermediate	Intermediate (Year 7 & 8)	0	293	0	293			30 Bell RoadWester n Heights, Rotorua	
Bay of Plenty/Waiariki	1786	Kutarere School	Full Primary (Year 1-8)	9	16	0	25			461 State Highway 2Kutarere, Opotiki	
Bay of Plenty/Waiariki	1787	Lake Rerewhakaaitu School	Full Primary (Year 1-8)	31	26	0	57			9 Ash Pit RoadRerewhakaaitu, Rotorua	
Bay of Plenty/Waiariki	1788	Lake Rotoma School	Full Primary (Year 1-8)	11	17	0	28			22 Manawahe Road, Lake Rotoma	
Bay of Plenty/Waiariki	1797	Mamaku School	Full Primary (Year 1-8)	36	68	0	104			54 Tarena Street, Mamaku	

Bay of Plenty/Waiariki	1809	Te Kura Mana Maori o Matahi	Full Primary (Year 1-8)	4	10	0	14	9(2)(a)	9(2)(a)	1176B Matahi Valley Road, Matahi	9(2)(a)
Bay of Plenty/Waiariki	1836	Mountview School	Full Primary (Year 1-8)	146	208	0	354	9(2)(a)		31 Rangatira Street, Taupo	
Bay of Plenty/Waiariki	1854	Nukuhou North School	Full Primary (Year 1-8)	29	40	0	69			1647 State Highway 2, Whakatane	
Bay of Plenty/Waiariki	1861	Te Kura o Omarumutu	Full Primary (Year 1-8)	32	50	0	82	9(2)(a)		141 Omarumutu Road, Opotiki	
Bay of Plenty/Waiariki	1866	Opotiki School	Full Primary (Year 1-8)	87	186	0	273			80-88 Church Street, Opotiki	
Bay of Plenty/Waiariki	1872	Otamarakau School	Full Primary (Year 1-8)	44	45	0	89			2216 Old Coach Road, Te Puke	
Bay of Plenty/Waiariki	1904	Pukehina School	Full Primary (Year 1-8)	13	8	0	21			1762 Old Coach Road, Pukehina	
Bay of Plenty/Waiariki	1921	Rangiuru School	Full Primary (Year 1-8)	30	47	0	77			659 Rangiuru Road, Te Puke	
Bay of Plenty/Waiariki	1929	TKKM o Rotoiti	Full Primary (Year 1-8)	20	28	0	48	9(2)(a)		1620 State Highway 30, Rotorua	
Bay of Plenty/Waiariki	1933	Rotorua Intermediate	Intermediate (Year 7 & 8)	0	646	0	646			83-95 Malfroy Road, Rotorua	
Bay of Plenty/Waiariki	1934	Rotorua School	Full Primary (Year 1-8)	163	235	0	398	9(2)(a)		1249 Arawa Street Rotorua Central, Rotorua	

Bay of Plenty/Waiariki	1948	St Joseph's Catholic School (Matata)	Full Primary (Year 1-8)	13	24	0	37	9(2)(a)	9(2)(a)	18 Wilson Street, Matata	9(2)(a)
Bay of Plenty/Waiariki	1950	St Joseph's Catholic School (Opotiki)	Full Primary (Year 1-8)	73	96	0	169			Grey Street, Opotiki	
Bay of Plenty/Waiariki	1996	Tāwera Bilingual School	Full Primary (Year 1-8)	16	25	0	41	9(2)(a)		164 Ngahina Road Ruatoki, Whakatane	
Bay of Plenty/Waiariki	2011	TKKM o Te Matai	Full Primary (Year 1-8)	25	18	0	43	9(2)(a)		1327a Te Puke Highway Wai tangi, Te Puke	
Bay of Plenty/Waiariki	2015	Te Puke Intermediate	Intermediate (Year 7 & 8)	0	527	0	527			133 Cameron Road, Te Puke	
Bay of Plenty/Waiariki	2032	Tirohanga School	Full Primary (Year 1-8)	16	12	0	28	9(2)(a)		851 Tirohanga Road, Atiamuri	
Bay of Plenty/Waiariki	2044	Upper Atiamuri School	Full Primary (Year 1-8)	25	33	0	58			2613 State Highway 30, Atiamuri	
Bay of Plenty/Waiariki	2057	Waimana School	Full Primary (Year 1-8)	8	11	0	19	9(2)(a)		6 Raroa Road, Waimana	
Bay of Plenty/Waiariki	2061	Te Kura o Waioweka	Full Primary (Year 1-8)	29	27	0	56			48 Waioweka Pa Road, Opotiki	
Bay of Plenty/Waiariki	2062	Te Kura Māori ā Rohe o Waiohau	Composite (Year 1-15)	28	44	12	84	9(2)(a)		2481 Galatea Road Waiohau, Whakatane	

Bay of Plenty/Waiariki	2063	Waiotaha Valley School	Full Primary (Year 1-8)	48	62	0	110	9(2)(a)	9(2)(a)	32 Gabriels Gully Road, Opotiki	9(2)(a)
Bay of Plenty/Waiariki	2068	Te Kura o Waitahanui	Composite (Year 1-15)	18	40	6	64	9(2)(a)		107 State Highway 1 Waitahanui, Taupo	
Bay of Plenty/Waiariki	2080	Whakamaru School	Full Primary (Year 1-8)	42	64	0	106			36 Kaahu Road Whakamaru, Mangakino	
Bay of Plenty/Waiariki	2082	Whakatane Intermediate	Intermediate (Year 7 & 8)	0	596	0	596			101 James Street, Whakatane	
Bay of Plenty/Waiariki	2083	Whangamarino School	Full Primary (Year 1-8)	54	83	0	137			637 State Highway 33, Okere Falls	
Bay of Plenty/Waiariki	2092	Woodlands School (Opotiki)	Full Primary (Year 1-8)	95	104	0	199	9(2)(a)		168 Dip Road, Opotiki	
Bay of Plenty/Waiariki	4129	Rotorua S D A School	Full Primary (Year 1-8)	23	20	0	43	9(2)(a)		3 Tilsley Street Glenholme, Rotorua	
Canterbury/Chatham Islands	320	Mairehau High School	Secondary (Year 9-15)	0	0	431	431	9(2)(a)		Hills Road, Christchurch	
Canterbury/Chatham Islands	337	Te Aratai College	Secondary (Year 7-15)	0	228	953	1181			85 Aldwins Road Phillips town, Christchurch	
Canterbury/Chatham Islands	338	Hornby High School	Secondary (Year 7-15)	0	253	686	939	9(2)(a)		180 Waterloo Road Hornby, Christchurch	
Canterbury/Chatham Islands	339	Hillmorton High School	Secondary (Year 7-15)	0	294	102	1315			Tankerville Road Barrington,	

Canterbury/Chat ham Islands	354	Opihi College	Secondary (Year 7-15)	0	99	178	277	9(2)(a)	Christchurch	9(2)(a)
Canterbury/Chat ham Islands	684	Te Waka Unua School	Full Primary (Year 1-8)	194	290	0	484		Richard Pearse Drive, Temuka	
Canterbury/Chat ham Islands	696	Rāwhiti School	Full Primary (Year 1-8)	215	348	0	563		476 Ferry RoadWoolston, Christchurch	
Canterbury/Chat ham Islands	704	Haeata Community Campus	Composite (Year 1-15)	122	223	236	581		150 Leaver TerraceNorth New Brighton, Christchurch	
Canterbury/Chat ham Islands	1618	TKKM o Te Whanau Tahī	Composite (Year 1-15)	51	78	78	207		240 Breezes RoadWainoni, Christchurch	
Canterbury/Chat ham Islands	2115	Timaru South School	Full Primary (Year 1-8)	96	139	0	235		83 Lyttelton StreetSpredon, Christchurch	
Canterbury/Chat ham Islands	3288	Ngutuawa School	Full Primary (Year 1-8)	68	83	0	151		44 Queen StreetParkside, Timaru	
Canterbury/Chat ham Islands	3314	Chisnallwood Intermediate	Intermediate (Year 7 & 8)	0	466	0	466		10 Gould CrescentWoolston, Christchurch	
Canterbury/Chat ham Islands	3388	Kaiapoi Borough School	Full Primary (Year 1-8)	144	237	0	381		90 Breezes RoadAvondale, Christchurch	
									20 Hilton Street, Kaiapoi	

Canterbury/Chat ham Islands	3485	Te Kāpehu Riccarton School	Full Primary (Year 1-8)	120	244	0	364	9(2)(a)	9(2)(a)	1 English Street Sockburn, Christchurch	9(2)(a)
Canterbury/Chat ham Islands	3503	Te Oraka	Intermediate (Year 7 & 8)	0	203	0	203	9(2)(a)	9(2)(a)	60 Shirley Road Shirley, Christchurch	9(2)(a)
Canterbury/Chat ham Islands	3521	St Bernadette's School (Hornby)	Full Primary (Year 1-8)	70	83	0	153	9(2)(a)	9(2)(a)	74 Hei Hei Road Hornby, Christchurch	9(2)(a)
Canterbury/Chat ham Islands	3563	Te Kura o Tuahiwi	Full Primary (Year 1-8)	67	107	0	174	9(2)(a)	9(2)(a)	206 Tuahiwi Road, Kaiapoi	9(2)(a)
Canterbury/Chat ham Islands	3581	Waltham School	Full Primary (Year 1-8)	109	169	0	278	9(2)(a)	9(2)(a)	Hastings Street East Waltham, Christchurch	9(2)(a)
Canterbury/Chat ham Islands	3591	Wharenui School	Full Primary (Year 1-8)	199	280	0	479	9(2)(a)	9(2)(a)	Matipo Street Riccarton, Christchurch	9(2)(a)
Canterbury/Chat ham Islands	4212	TKKM o Waitaha	Composite (Year 1-15)	76	90	40	206	9(2)(a)	9(2)(a)	45 Hassals Lane Waltham, Christchurch	9(2)(a)
Hawke's Bay/Tairāwhiti	134	Flaxmere College	Secondary (Year 7-15)	0	22	249	271	9(2)(a)	9(2)(a)	Henderson Road Flaxmere, Hastings	9(2)(a)
Hawke's Bay/Tairāwhiti	206	Ngata Memorial College	Composite (Year 1-15)	13	18	89	120	9(2)(a)	9(2)(a)	1 College Road North, Ruatoria	9(2)(a)
Hawke's Bay/Tairāwhiti	208	Lytton High School	Secondary (Year 9-15)	0	0	550	550	9(2)(a)	9(2)(a)	347 Nelson Road, Gisborne	9(2)(a)

Hawke's Bay/Tairāwhiti	210	Gisborne Girls' High School	Secondary (Year 9-15)	0	0	694	694	9(2)(a)	9(2)(a)	555 Gladstone Road Te Hapara, Gisborne
Hawke's Bay/Tairāwhiti	212	Tolaga Bay Area School	Composite (Year 1-15)	58	99	91	248	9(2)(a)	9(2)(a)	24 Resolution Street, Tolaga Bay
Hawke's Bay/Tairāwhiti	214	Wairoa College	Secondary (Year 7-15)	0	99	313	412	9(2)(a)	9(2)(a)	16 Lucknow Street, Wairoa
Hawke's Bay/Tairāwhiti	218	Tamatea High School	Secondary (Year 9-15)	0	0	395	395	9(2)(a)	9(2)(a)	61 Freyberg Avenue Greenmeadows, Napier
Hawke's Bay/Tairāwhiti	220	William Colenso College	Secondary (Year 7-15)	0	73	265	338	9(2)(a)	9(2)(a)	21 Arnold Street Onekawa, Napier
Hawke's Bay/Tairāwhiti	229	Karamū High School	Secondary (Year 9-15)	0	0	832	832	9(2)(a)	9(2)(a)	Windsor Avenue Parkvale - Napier/Hastings, Hastings
Hawke's Bay/Tairāwhiti	233	Central Hawkes Bay College	Secondary (Year 9-15)	0	0	513	513	9(2)(a)	9(2)(a)	45 Tavistock Road, Waipukurau
Hawke's Bay/Tairāwhiti	435	Hukarere Girls' College	Secondary (Year 9-15)	0	0	61	61	9(2)(a)	9(2)(a)	17 Shaw Road, Eskdale
Hawke's Bay/Tairāwhiti	624	Te Karaka Area School	Composite (Year 1-15)	31	39	37	107	9(2)(a)	9(2)(a)	5 Kanakanaia Road Te Karaka, Gisborne
Hawke's Bay/Tairāwhiti	737	Te Kura Kaupapa Māori o Horouta Wananga	Composite (Year 1-15)	53	64	38	155	9(2)(a)	9(2)(a)	30 Desmond Road Te Hapara, Gisborne

Hawke's Bay/Tairāwhiti	1149	Sonrise Christian School	Composite (Year 1-15)	34	60	35	129	9(2)(a)	9(2)(a)	138 Potae Avenue, Gisborne	9(2)(a)
Hawke's Bay/Tairāwhiti	1673	TKKM o Te Waiu o Ngati Porou	Composite (Year 1-15)	28	40	57	125			13 Tuparoa Road, Ruatoria	
Hawke's Bay/Tairāwhiti	1675	Ruakituri School	Full Primary (Year 1-8)	5	5	0	10			1607 Ruakituri Valley Road Ruakituri, Wairoa	
Hawke's Bay/Tairāwhiti	1676	Te Mahia School	Full Primary (Year 1-8)	31	40	0	71			457 Mahia East Coast Road, Nuhaka	
Hawke's Bay/Tairāwhiti	2547	Bridge Pa School	Full Primary (Year 1-8)	29	65	0	94			42 Maraekakaho Road, Bridge Pa	
Hawke's Bay/Tairāwhiti	2566	Gisborne Intermediate	Intermediate (Year 7 & 8)	0	610	0	610			156 Roebuck Road, Gisborne	
Hawke's Bay/Tairāwhiti	2570	Hastings Intermediate	Intermediate (Year 7 & 8)	0	361	0	361			621 Hastings Street South, Hastings	
Hawke's Bay/Tairāwhiti	2575	Heretaunga Intermediate	Intermediate (Year 7 & 8)	0	337	0	337			260 Orchard Road, Hastings	
Hawke's Bay/Tairāwhiti	2578	Hiruharama School	Full Primary (Year 1-8)	46	87	0	133			45 Hiruharama Road Waitakaro, Ruatoria	
Hawke's Bay/Tairāwhiti	2581	Ilminster Intermediate	Intermediate (Year 7 & 8)	0	266	0	266			70 De Lautour Road, Gisborne	

Hawke's Bay/Tairāwhiti	2587	Kotemaori School	Full Primary (Year 1-8)	1	14	0	15	9(2)(a)	9(2)(a)	4778 State Highway 2, Kotemaori	9(2)(a)
Hawke's Bay/Tairāwhiti	2594	Makarika School	Full Primary (Year 1-8)	16	14	0	30			17 Makarika School Road, Ruatoria	
Hawke's Bay/Tairāwhiti	2600	TKKM o Mangatuna	Full Primary (Year 1-8)	11	6	0	17			1175 Waiapu Road State Highway 35 Tolaga Bay, Gisborne	
Hawke's Bay/Tairāwhiti	2602	Manutuke School	Composite (Year 1-15)	63	80	67	210			59 Waingake Road, Manutuke	
Hawke's Bay/Tairāwhiti	2609	Te Kura o Mata	Full Primary (Year 1-8)	2	6	0	8			Huiarua Station, Tokomaru Bay	
Hawke's Bay/Tairāwhiti	2613	Meeanee School	Full Primary (Year 1-8)	51	58	0	109			6 Gavin Black Street Meeanee, Napier	
Hawke's Bay/Tairāwhiti	2617	Muriwai School	Full Primary (Year 1-8)	20	31	0	51			1684 Wharerata Road Muriwai, Gisborne	
Hawke's Bay/Tairāwhiti	2619	Napier Intermediate	Intermediate (Year 7 & 8)	0	360	0	360			3 Jull Street Hospital Hill, Napier	
Hawke's Bay/Tairāwhiti	2624	Nuhaka School	Full Primary (Year 1-8)	45	50	0	95			14 Ihaka Street, Nuhaka	
Hawke's Bay/Tairāwhiti	2634	Otane School	Full Primary (Year 1-8)	37	52	0	89			67 Higginson Street, Otane	

Hawke's Bay/Tairāwhiti	2644	Te Whai Hirianga	Full Primary (Year 1-8)	200	313	0	513	9(2)(a)	9(2)(a)	Peterhead AvenueFlaxmere, Hastings	9(2)(a)
Hawke's Bay/Tairāwhiti	2659	TKKM o Tapere-Nui-A-Whatonga	Full Primary (Year 1-8)	9	18	0	27	9(2)(a)	9(2)(a)	524 Rangitukia Road, Gisborne	9(2)(a)
Hawke's Bay/Tairāwhiti	2684	Takapau School	Full Primary (Year 1-8)	52	85	0	137	9(2)(a)	9(2)(a)	15 Charles Street, Takapau	9(2)(a)
Hawke's Bay/Tairāwhiti	2685	Tamatea Intermediate	Intermediate (Year 7 & 8)	0	432	0	432	9(2)(a)	9(2)(a)	15 Freyberg AvenueTamatea, Napier	9(2)(a)
Hawke's Bay/Tairāwhiti	2703	Tikitiki School	Full Primary (Year 1-8)	17	18	0	35	9(2)(a)	9(2)(a)	33 Rangitukia RoadTikitiki, Gisborne	9(2)(a)
Hawke's Bay/Tairāwhiti	2706	Hatea-A-Rangi	Full Primary (Year 1-8)	8	16	0	24	9(2)(a)	9(2)(a)	6 School Road, Tokomaru Bay	9(2)(a)
Hawke's Bay/Tairāwhiti	2739	Te Kura Kaupapa Maori o Whatatutu	Full Primary (Year 1-8)	10	22	0	32	9(2)(a)	9(2)(a)	24 Te Hau RoadWhatatutu, Gisborne	9(2)(a)
Hawke's Bay/Tairāwhiti	3107	TKKM o Te Ara Hou	Composite (Year 1-15)	99	125	38	262	9(2)(a)	9(2)(a)	22 Wycliffe StreetOnekawa, Napier	9(2)(a)
Hawke's Bay/Tairāwhiti	3119	TKKM o Kawakawa mai Tawhiti	Composite (Year 1-15)	43	59	48	150	9(2)(a)	9(2)(a)	22 Wharf Road, Hicks Bay	9(2)(a)
Hawke's Bay/Tairāwhiti	4107	Parkside Christian S D A School	Full Primary (Year 1-8)	22	33	0	55	9(2)(a)	9(2)(a)	135 Tait DriveGreenmeadows, Napier	9(2)(a)
Nelson/Marlborough/West Coast	287	Queen Charlotte College	Secondary (Year 7-15)	0	115	256	371	9(2)(a)	9(2)(a)	173 Waikawa Road, Picton	9(2)(a)
Nelson/Marlborough/West Coast	297	Tapawera Area School	Composite (Year 1-15)	37	68	54	159	9(2)(a)	9(2)(a)	48 Main RoadTapawera, Nelson	9(2)(a)

Nelson/Marlborough/West Coast	299	Murchison Area School	Composite (Year 1-15)	49	80	62	191	9(2)(a)	9(2)(a)	61 Waller Street, Murchison	9(2)(a)
Nelson/Marlborough/West Coast	300	Karamea Area School	Composite (Year 1-15)	25	32	30	87			Waverley Street Karamea, Westport	
Nelson/Marlborough/West Coast	303	Greymouth High School	Secondary (Year 9-15)	0	0	551	551			High Street, Greymouth	
Nelson/Marlborough/West Coast	496	Reefton Area School	Composite (Year 1-15)	41	64	57	162			10 Victory Street, Reefton	
Nelson/Marlborough/West Coast	2106	Paparoa Range School	Full Primary (Year 1-8)	30	23	0	53			Herald Street, Dobson	
Nelson/Marlborough/West Coast	2977	Redwoodtown School	Full Primary (Year 1-8)	124	200	0	324			90 Cleghorn Street Redwoodtown, Blenheim	
Nelson/Marlborough/West Coast	3062	Wairau Valley School (Blenheim)	Full Primary (Year 1-8)	21	25	0	46			30 Morse Street Wairau Valley, Blenheim	
Nelson/Marlborough/West Coast	3192	Granity School	Full Primary (Year 1-8)	14	21	0	35			83 Torea Street, Granity	
Nelson/Marlborough/West Coast	3213	Parklands School (Motueka)	Full Primary (Year 1-8)	76	135	0	211			Pah Street, Motueka	
Nelson/Marlborough/West Coast	3235	Westport North School	Full Primary (Year 1-8)	98	154	0	252			Cobden Street, Westport	
Nelson/Marlborough/West Coast	3236	Westport South School	Full Primary (Year 1-8)	77	157	0	234			Derby Street, Westport	
Nelson/Marlborough/West Coast	3295	Blaketown School	Full Primary (Year 1-8)	31	46	0	77			90 Blake Street Blaketown, Greymouth	
Nelson/Marlborough/West Coast	3322	Cobden School	Full Primary (Year 1-8)	35	62	0	97			Fox Street Cobden	

								9(2)(a)	en, Greymouth	9(2)(a)
Nelson/Marlborough/West Coast	3361	Greymouth Main School	Full Primary (Year 1-8)	76	159	0	235	9(2)(a)	Joyce Crescent, Greymouth	
Nelson/Marlborough/West Coast	3495	Runanga School	Full Primary (Year 1-8)	9	24	0	33		Mcgowan Street, Runanga	
Otago/Southland	365	Waitaki Boys' High School	Secondary (Year 9-15)	0	0	409	409		Waitaki Avenue, Oamaru	
Otago/Southland	371	East Otago High School	Secondary (Year 7-15)	0	64	105	169		Stour Street, Palmerston	
Otago/Southland	381	Kaikorai Valley College	Secondary (Year 7-15)	0	111	320	431		Kaikorai Valley Road, Dunedin	
Otago/Southland	392	Tokomairiro High School	Secondary (Year 7-15)	0	55	140	195		238 Union Street, Milton	
Otago/Southland	409	Aparima College	Secondary (Year 7-15)	0	68	149	217		33 Leader Street, Riverton	
Otago/Southland	647	Bathgate Park School	Full Primary (Year 1-8)	49	89	0	138		213 Macandrew Road South Dunedin, Dunedin	
Otago/Southland	648	Carisbrook School	Full Primary (Year 1-8)	137	215	0	352		217 South Road Caversham, Dunedin	
Otago/Southland	1625	Ascot Community School	Full Primary (Year 1-8)	95	185	0	280		580 Tay Street Hawthornedale, Invercargill	
Otago/Southland	2120	Bluff School	Full Primary (Year 1-8)	61	68	0	129		Bradshaw Street, Bluff	
Otago/Southland	3625	Māruawai College	Secondary (Year 7-15)	0	189	445	634		28 Coutts Road, Gore	

								9(2)(a)	9710, New Zealand, Brockville Road Brockville, Dunedin	9(2)(a)
Otago/Southland	3719	Brockville School	Full Primary (Year 1-8)	56	82	0	138	9(2)(a)	3 Howden Street Green Island, Dunedin	
Otago/Southland	3743	Green Island School	Full Primary (Year 1-8)	79	109	0	188		41-47 Norwich Street, Hampden	
Otago/Southland	3746	Hampden School	Full Primary (Year 1-8)	18	33	0	51		108 Salcombe Street, Kaitangata	
Otago/Southland	3754	Kaitangata School	Full Primary (Year 1-8)	35	63	0	98		Fyfe Place, Kakanui	
Otago/Southland	3755	Kakanui School	Full Primary (Year 1-8)	13	40	0	53		Pembroke Street, Oamaru	
Otago/Southland	3784	Oamaru Intermediate	Intermediate (Year 7 & 8)	0	298	0	298		Baker Street, Stirling	
Otago/Southland	3836	Stirling School	Full Primary (Year 1-8)	30	33	0	63		Moturata Road Taieri Mouth, Brighton	
Otago/Southland	3840	Taieri Beach School	Full Primary (Year 1-8)	2	2	0	4		12 McBain Road RD 3 Otama, Gore	
Otago/Southland	3997	Otama School	Full Primary (Year 1-8)	8	9	0	17		70 Eye Street, Invercargill	
Otago/Southland	4017	St Joseph's School (Invercargill)	Full Primary (Year 1-8)	80	101	0	181		181 Foyle Street, Bluff	
Otago/Southland	4021	St Teresa's School (Bluff)	Full Primary (Year 1-8)	8	7	0	15			

Otago/Southland	4027	Te Tipua School	Full Primary (Year 1-8)	9	20	0	29	9(2)(a)	9(2)(a)	775 State Highway 96, Gore	9(2)(a)
Otago/Southland	4217	Te Wharekura o Arowhenua	Composite (Year 1-15)	55	79	68	202			734 Tweed Street, Invercargill	
Tai Tokerau	2	Taipa Area School	Composite (Year 1-15)	43	129	249	421			578 State Highway 10, Taipa	
Tai Tokerau	7	Okaihau College	Secondary (Year 7-15)	0	118	195	313			58 Settlers Way, Okaihau	
Tai Tokerau	9	Northland College	Secondary (Year 9-15)	0	0	259	259			62 Mangakahia Road, Kaikohe	
Tai Tokerau	11	Opononi Area School	Composite (Year 1-15)	28	57	61	146			263 State Highway 120mapere, Kaikohe	
Tai Tokerau	13	Te Kamo High School	Secondary (Year 9-15)	0	0	708	708			1 Wilkinson AvenueKamo, Whangarei	
Tai Tokerau	21	Otamatea High School	Secondary (Year 7-15)	0	198	450	648			Bickerstaffe Road, Maungaturoto	
Tai Tokerau	22	Ruawai College	Secondary (Year 7-15)	0	50	111	161			4375 State Highway 12, Ruawai	
Tai Tokerau	600	TKKM o Ngaringaomat ariki	Full Primary (Year 1-8)	39	51	0	90			34 Oruawharo School RoadOruawharo, Wellsford	
Tai Tokerau	956	Harvest Christian School	Full Primary (Year 1-8)	20	34	0	54			361 Waipapa Road, Kerikeri	

Tai Tokerau	1001	Aranga School	Full Primary (Year 1-8)	10	8	0	18	9(2)(a)	9(2)(a)	State Highway 12 Aranga, Dargaville	9(2)(a)
Tai Tokerau	1002	Arapohue School	Full Primary (Year 1-8)	14	28	0	42			3248 Mititai Road Arapohue, Dargaville	
Tai Tokerau	1014	Hikurangi School	Full Primary (Year 1-8)	88	120	0	208			4 Swann Avenue, Hikurangi	
Tai Tokerau	1017	Hukerenui School Years 1-8	Full Primary (Year 1-8)	71	105	0	176			9 Crows Nest Road, Whangarei	
Tai Tokerau	1020	Kaihu Valley School	Full Primary (Year 1-8)	2	5	0	7			66 Maropiu Road, Dargaville	
Tai Tokerau	1022	Kaikohe Intermediate	Intermediate (Year 7 & 8)	0	127	0	127			11 Park Road, Kaikohe	
Tai Tokerau	1024	Kaingaroa School (Kaitaia)	Full Primary (Year 1-8)	35	83	0	118			State Highway 10 Kaingaroa, Kaitaia	
Tai Tokerau	1029	Te Kamo Intermediate School	Intermediate (Year 7 & 8)	0	785	0	785			Hailes Road Kamo, Whangarei	
Tai Tokerau	1031	Karetu School	Full Primary (Year 1-8)	27	54	0	81			40 Kura Road, Kawakawa	
Tai Tokerau	1069	Te Kura o Otangarei	Full Primary (Year 1-8)	31	54	0	85			William Jones Drive Otangarei, Whangarei	
Tai Tokerau	1072	Paihia School	Full Primary (Year 1-8)	55	99	0	154			School Road, Paihia	
Tai Tokerau	1073	Pakaraka School	Full Primary (Year 1-8)	26	13	0	39			18 State Highway 10 Pakaraka, Kaikohe	

Tai Tokerau	1083	Poroti School	Full Primary (Year 1-8)	16	38	0	54	9(2)(a)	9(2)(a)	673 Mangakahia Road Poroti, Whangarei	9(2)(a)
Tai Tokerau	1093	Rawene School	Full Primary (Year 1-8)	39	41	0	80			Marmon Street, Rawene	
Tai Tokerau	1098	St Joseph's Catholic School (Dargaville)	Full Primary (Year 1-8)	42	67	0	109			Charlotte Street, Dargaville	
Tai Tokerau	1105	Tangowahine School	Full Primary (Year 1-8)	9	13	0	22			Tangowahine Valley Road Tangowahine, Dargaville	
Tai Tokerau	1110	Te Horo School (Whangarei)	Full Primary (Year 1-8)	13	23	0	36			3239 Pipiwai Road, Whangarei	
Tai Tokerau	1111	Te Kopuru School	Full Primary (Year 1-8)	43	55	0	98			Norton Street, Te Kopuru	
Tai Tokerau	1129	Whangarei Intermediate	Intermediate (Year 7 & 8)	0	529	0	529			32 Rust Avenue, Whangarei	
Tai Tokerau	1175	Kaikohe Christian School	Composite (Year 1-15)	37	66	54	157			52 Mangakahia Road, Kaikohe	
Tai Tokerau	1648	Manaia View School	Full Primary (Year 1-8)	92	135	0	227			64 Murdoch Crescent Ramanga, Whangarei	
Tai Tokerau	1666	Te Kura o Waikare	Composite (Year 1-15)	26	49	11	86			Waikare Valley Road Waikare, Kawakawa	
Tai Tokerau	4227	TKKM o Kaikohe	Composite (Year 1-15)	41	78	91	210			20 Hongi Street, Kaikohe	

Tāmaki Herenga Manawa	51	St Paul's College (Ponsonby)	Secondary (Year 7-15)	0	62	341	403	9(2)(a)	9(2)(a)	183 Richmond Road Ponsonby, Auckland	9(2)(a)
Tāmaki Herenga Manawa	53	Auckland Girls' Grammar School	Secondary (Year 9-15)	0	0	108	1086	9(2)(a)	9(2)(a)	Howe Street Newton, Auckland	9(2)(a)
Tāmaki Herenga Manawa	79	Edgewater College	Secondary (Year 9-15)	0	0	643	643	9(2)(a)	9(2)(a)	32 Edgewater Drive Pakuraunga, Auckland	9(2)(a)
Tāmaki Herenga Manawa	85	One Tree Hill College	Secondary (Year 9-15)	0	0	140	1409	9(2)(a)	9(2)(a)	421 Great South Road Penrose, Auckland	9(2)(a)
Tāmaki Herenga Manawa	86	Onehunga High School	Secondary (Year 9-15)	0	0	987	987	9(2)(a)	9(2)(a)	24 Pleasant Street Onehunga, Auckland	9(2)(a)
Tāmaki Herenga Manawa	1212	Avondale Intermediate	Intermediate (Year 7 & 8)	0	406	0	406	9(2)(a)	9(2)(a)	Holly Street Avondale, Auckland	9(2)(a)
Tāmaki Herenga Manawa	1216	Bailey Road School	Full Primary (Year 1-8)	143	236	0	379	9(2)(a)	9(2)(a)	19 Bailey Road Mount Wellington, Auckland	9(2)(a)
Tāmaki Herenga Manawa	1287	Glen Innes School	Full Primary (Year 1-8)	50	116	0	166	9(2)(a)	9(2)(a)	38-40 Eastview Road Glen Innes, Auckland	9(2)(a)
Tāmaki Herenga Manawa	1289	Glen Taylor School	Full Primary (Year 1-8)	65	131	0	196	9(2)(a)	9(2)(a)	172 West Tamaki Road Glendowie, Auckland	9(2)(a)
Tāmaki Herenga Manawa	1290	Glenavon School	Full Primary (Year 1-8)	147	272	0	419	9(2)(a)	9(2)(a)	340 Blockhouse Bay	9(2)(a)

								9(2)(a)	RoadBlockhouse Bay, Auckland	9(2)(a)
Tāmaki Herenga Manawa	1291	Glenbrae Primary School	Full Primary (Year 1-8)	72	107	0	179	9(2)(a)	103 Leybourne CircleGlen Innes, Auckland	
Tāmaki Herenga Manawa	1351	Royal Oak Intermediate School	Intermediate (Year 7 & 8)	0	453	0	453		74 Symonds StreetRoyal Oak, Auckland	
Tāmaki Herenga Manawa	1417	Pakuranga Intermediate	Intermediate (Year 7 & 8)	0	292	0	292		43 Reeves RoadPakuranga, Auckland	
Tāmaki Herenga Manawa	1419	Panmure Bridge School	Full Primary (Year 1-8)	77	133	0	210		76 Kings RoadPanmure, Auckland	
Tāmaki Herenga Manawa	1420	Panmure District School	Full Primary (Year 1-8)	88	103	0	191		87 Mount Wellington HighwayPanmure, Auckland	
Tāmaki Herenga Manawa	1441	Pt England School	Full Primary (Year 1-8)	184	343	0	527		130 Pt England RoadPanmure, Auckland	
Tāmaki Herenga Manawa	1477	Ruapotaka School	Full Primary (Year 1-8)	45	84	0	129		10A Taratoa StreetPanmure, Auckland	
Tāmaki Herenga Manawa	1494	St Joseph's Catholic School (Onehunga)	Full Primary (Year 1-8)	84	111	0	195		125 Church StreetOnehunga, Auckland	
Tāmaki Herenga Manawa	1509	St Therese School (Three Kings)	Full Primary (Year 1-8)	26	54	0	80		463 Mt Albert RoadThree	

									9(2)(a)	Kings, Auckland	9(2)(a)
Tāmaki Herenga Manawa	1522	Sylvia Park School	Full Primary (Year 1-8)	222	338	0	560		9(2)(a)	Longford Street Mount Wellington, Auckland	
Tāmaki Herenga Manawa	1526	Tāmaki School	Full Primary (Year 1-8)	77	105	0	182			11a Alamein Road Panmure, Auckland	
Tāmaki Herenga Manawa	1564	Wesley Intermediate	Intermediate (Year 7 & 8)	0	117	0	117			766-778 Sandringham Road Mount Roskill, Auckland	
Tāmaki Herenga Tāngata	23	Rodney College	Secondary (Year 9-15)	0	0	319	319			287 Rodney Street, Wellsford	
Tāmaki Herenga Tāngata	43	Massey High School	Secondary (Year 9-15)	0	0	1832	1832			274 Don Buck Road Massey, Auckland	
Tāmaki Herenga Tāngata	44	Waitakere College	Secondary (Year 9-15)	0	0	1805	1805			42 Rathgar Road Henderson, Auckland	
Tāmaki Herenga Tāngata	83	Kelston Boys' High School	Secondary (Year 9-15)	0	0	734	734			Archibald Road New Lynn, Auckland	
Tāmaki Herenga Tāngata	84	Kelston Girls' College	Secondary (Year 9-15)	0	0	507	507			Great North Road New Lynn, Auckland	
Tāmaki Herenga Tāngata	854	Vanguard Military School	Secondary (Year 9-15)	0	0	138	138			8 Rothwell Avenue Rose dale, Auckland	
Tāmaki Herenga Tāngata	877	Middle School West Auckland	Secondary (Year 7-15)	0	71	82	153			289 Lincoln Road Henderson	

								9(2)(a)	9(2)(a)	son, Auckland	9(2)(a)
Tāmaki Herenga Tāngata	1126	Wellsford School	Full Primary (Year 1-8)	148	211	0	359			47 School Road, Wellsford	
Tāmaki Herenga Tāngata	1227	Birdwood School	Full Primary (Year 1-8)	116	138	0	254			Karepo CrescentRa nui, Auckland	
Tāmaki Herenga Tāngata	1254	Colwill School Massey	Full Primary (Year 1-8)	109	152	0	261			Kintara DriveMasse y, Auckland	
Tāmaki Herenga Tāngata	1262	Don Buck School	Full Primary (Year 1-8)	106	156	0	262			124 Don Buck RoadMassey , Auckland	
Tāmaki Herenga Tāngata	1307	Henderson Intermediate	Intermediate (Year 7 & 8)	0	744	0	744			70 Lincoln RoadHender son, Waitakere	
Tāmaki Herenga Tāngata	1330	Kelston Intermediate	Intermediate (Year 7 & 8)	0	432	0	432			Vanguard RoadKelsto n, Auckland	
Tāmaki Herenga Tāngata	1341	Lincoln Heights School	Full Primary (Year 1-8)	219	299	0	518			Keegan DriveMasse y, Auckland	
Tāmaki Herenga Tāngata	1363	Massey Primary School	Full Primary (Year 1-8)	192	348	0	540			326 Don Buck RoadMassey , Auckland	
Tāmaki Herenga Tāngata	1432	Parakai School	Full Primary (Year 1-8)	97	125	0	222			10 Fordyce Road, Parakai	
Tāmaki Herenga Tāngata	1476	Royal Road School	Full Primary (Year 1-8)	130	214	0	344			Royal RoadMassey , Auckland	
Tāmaki Herenga Tāngata	1566	West Harbour School	Full Primary (Year 1-8)	199	313	0	512			Oriel AvenueWes t Harbour, Auckland	
Tāmaki Herenga Tāngata	1577	Woodhill School	Full Primary (Year 1-8)	43	35	0	78			1555 State Highway	

Tāmaki Herenga Tāngata	1584	TKKM o Te Raki Paewhenua	Composite (Year 1-15)	49	50	33	132	9(2)(a)	9(2)(a)	16 Woodhill, Helensville	9(2)(a)
Tāmaki Herenga Tāngata	3104	TKKM o Te Kotuku	Full Primary (Year 1-8)	59	81	0	140			7 Ceres Court Mairangi Bay, Auckland	
Tāmaki Herenga Tāngata	4151	Waitakere S D A School	Full Primary (Year 1-8)	27	44	0	71			92 Simpson Road Ranui, Auckland	
Tāmaki Herenga Waka	58	Tangaroa College	Secondary (Year 9-15)	0	0	901	901			26 Corban Avenue Henderson, Auckland	
Tāmaki Herenga Waka	88	Otahuhu College	Secondary (Year 9-15)	0	0	112	1122			Haumia Way Otara, Auckland	
Tāmaki Herenga Waka	90	McAuley High School	Secondary (Year 9-15)	0	0	764	764			74-78 Mangere Road Otahuhu, Auckland	
Tāmaki Herenga Waka	91	Mangere College	Secondary (Year 9-15)	0	0	744	744			26 High Street Otahuhu, Auckland	
Tāmaki Herenga Waka	93	Auckland Seventh-Day Adventist H S	Secondary (Year 9-15)	0	0	327	327			23 Bader Drive Mangere, Auckland	
Tāmaki Herenga Waka	94	De La Salle College	Secondary (Year 7-15)	0	207	737	944			119 Mountain Road Mangere Bridge, Auckland	
Tāmaki Herenga Waka	95	Papatoetoe High School	Secondary (Year 9-15)	0	0	169	1693			81 Gray Avenue Mangere East, Auckland	
										19 Nicholson Avenue Papatoetoe, Auckland	

Tāmaki Herenga Waka	96	Aorere College	Secondary (Year 9-15)	0	0	1588	1588	9(2)(a)	9(2)(a)	Portage Road Papatoetoe, Auckland	9(2)(a)
Tāmaki Herenga Waka	97	Sir Edmund Hillary Collegiate Senior School	Secondary (Year 9-15)	0	0	576	576	9(2)(a)	9(2)(a)	2 Franklyne Road Otara, Auckland	9(2)(a)
Tāmaki Herenga Waka	100	James Cook High School	Secondary (Year 9-15)	0	0	1538	1538	9(2)(a)	9(2)(a)	Dr Pickering Avenue Manurewa, Auckland	9(2)(a)
Tāmaki Herenga Waka	101	Papakura High School	Secondary (Year 9-15)	0	0	1048	1048	9(2)(a)	9(2)(a)	Willis Road, Papakura	9(2)(a)
Tāmaki Herenga Waka	106	Tuakau College	Secondary (Year 7-15)	0	306	698	1004	9(2)(a)	9(2)(a)	Elizabeth Street, Tuakau	9(2)(a)
Tāmaki Herenga Waka	452	Southern Cross Campus	Composite (Year 1-15)	219	536	881	1636	9(2)(a)	9(2)(a)	237 Buckland Road Mangere, Auckland	9(2)(a)
Tāmaki Herenga Waka	876	South Auckland Middle School	Secondary (Year 7-15)	0	91	86	177	9(2)(a)	9(2)(a)	198 Mahia Road Manurewa, Auckland	9(2)(a)
Tāmaki Herenga Waka	879	Rise UP Academy	Full Primary (Year 1-8)	44	54	0	98	9(2)(a)	9(2)(a)	6C Court Town Close Mangere, Auckland	9(2)(a)
Tāmaki Herenga Waka	880	Waatea School	Full Primary (Year 1-8)	25	43	0	68	9(2)(a)	9(2)(a)	31 Calthorpe Close Favona, Auckland	9(2)(a)
Tāmaki Herenga Waka	1217	Sir Edmund Hillary Collegiate Middle School	Intermediate (Year 7 & 8)	0	316	0	316	9(2)(a)	9(2)(a)	2 Franklyne Road Otara, Auckland	9(2)(a)
Tāmaki Herenga Waka	1247	Clayton Park School	Full Primary (Year 1-8)	140	202	0	342	9(2)(a)	9(2)(a)	187 Coxhead Road Manurewa, Auckland	9(2)(a)

								9(2)(a)	9(2)(a)	ewa, Auckland	9(2)(a)
Tāmaki Herenga Waka	1267	Edmund Hillary School	Full Primary (Year 1-8)	66	147	0	213			Hunua Road, Papakura	
Tāmaki Herenga Waka	1274	Ferguson Intermediate (Otara)	Intermediate (Year 7 & 8)	0	404	0	404			Ferguson Road Otara, Auckland	
Tāmaki Herenga Waka	1300	Greenmeadows Intermediate	Intermediate (Year 7 & 8)	0	456	0	456			29 Greenmeadows Avenue Manurewa, Auckland	
Tāmaki Herenga Waka	1323	Kaiaua School	Full Primary (Year 1-8)	15	21	0	36			1061 East Coast Road, Kaiaua	
Tāmaki Herenga Waka	1329	Kedgley Intermediate	Intermediate (Year 7 & 8)	0	842	0	842			Portage Road Papatoetoe, Auckland	
Tāmaki Herenga Waka	1336	Koru School	Full Primary (Year 1-8)	175	318	0	493			71 Robertson Road Mangere, Auckland	
Tāmaki Herenga Waka	1347	Mangere Central School	Full Primary (Year 1-8)	205	293	0	498			244 Kirkbride Road Mangere, Auckland	
Tāmaki Herenga Waka	1348	Māngere East School	Full Primary (Year 1-8)	246	340	0	586			21 Yates Road Mangere East, Auckland	
Tāmaki Herenga Waka	1353	Manurewa Intermediate	Intermediate (Year 7 & 8)	0	940	0	940			76 Russell Road Manurewa, Auckland	
Tāmaki Herenga Waka	1372	Te Paina School	Full Primary (Year 1-8)	32	52	0	84			15 Glass Road, Mercer	

Tāmaki Herenga Waka	1408	Otahuhu Intermediate	Intermediate (Year 7 & 8)	0	357	0	357	9(2)(a)	9(2)(a)	22 Luke Street Otahuhu, Auckland	9(2)(a)
Tāmaki Herenga Waka	1414	Paerata School	Full Primary (Year 1-8)	81	98	0	179			32 Jonah Lomu Drive, Paerata	
Tāmaki Herenga Waka	1418	Panama Road School	Full Primary (Year 1-8)	164	200	0	364			139 Panama Road Mt Wellington, Auckland	
Tāmaki Herenga Waka	1423	Papakura Normal School	Full Primary (Year 1-8)	336	461	0	797			49 Walters Road, Papakura	
Tāmaki Herenga Waka	1424	Kereru Park Campus	Full Primary (Year 1-8)	75	106	0	181			58 Beach Road, Papakura	
Tāmaki Herenga Waka	1428	Papatoetoe Intermediate	Intermediate (Year 7 & 8)	0	792	0	792			175 Motatau Road Papatoetoe, Auckland	
Tāmaki Herenga Waka	1453	Pukekohe North School	Full Primary (Year 1-8)	156	194	0	350			Princes Street, Pukekohe	
Tāmaki Herenga Waka	1459	Redhill School	Full Primary (Year 1-8)	90	156	0	246			Redcrest Avenue, Papakura	
Tāmaki Herenga Waka	1460	Redoubt North School	Full Primary (Year 1-8)	186	374	0	560			Diorella Drive Manukau Central, Auckland	
Tāmaki Herenga Waka	1467	Robertson Road School	Full Primary (Year 1-8)	198	341	0	539			205 Robertson Road Mangere, Auckland	
Tāmaki Herenga Waka	1473	Rosehill Intermediate	Intermediate (Year 7 & 8)	0	410	0	410			Jupiter Street, Papakura	

Tāmaki Herenga Waka	1491	St John the Evangelist Catholic School	Full Primary (Year 1-8)	94	131	0	225	9(2)(a)	9(2)(a)	14B Otara Road Otara, Auckland
Tāmaki Herenga Waka	1520	Sutton Park School	Full Primary (Year 1-8)	209	352	0	561			89 Vine Street Mangere East, Auckland
Tāmaki Herenga Waka	1523	Takanini School	Full Primary (Year 1-8)	238	322	0	560			39 Takanini School Road Takanini, Auckland
Tāmaki Herenga Waka	1546	Viscount School	Full Primary (Year 1-8)	185	371	0	556			Viscount Street Mangere Central, Auckland
Tāmaki Herenga Waka	1569	Waimahia Intermediate School	Intermediate (Year 7 & 8)	0	272	0	272			44 Palmers Road Clendon Park, Auckland
Tāmaki Herenga Waka	1576	Wiri Central School	Full Primary (Year 1-8)	165	215	0	380			Inverell Avenue Manukau City, Auckland
Tāmaki Herenga Waka	1633	St Mary MacKillop Catholic School	Full Primary (Year 1-8)	132	197	0	329			12 Mcnaughton Avenue Mangere, Auckland
Tāmaki Herenga Waka	4140	South Auckland S D A School	Full Primary (Year 1-8)	145	226	0	371			42 A Puhinui Road Papatoetoe, Auckland
Tāmaki Herenga Waka	4205	TKKM o Piripono Te Kura Whakahou ki Otara	Full Primary (Year 1-8)	37	41	0	78			52 Alexander Crescent Otara, Auckland
Tāmaki Herenga Waka	4208	TKKM o Mangere	Composite (Year 1-15)	95	131	94	320			7 Comet Crescent Mangere, Auckland

Tāmaki Herenga Waka	6944	Randwick Park School	Full Primary (Year 1-8)	284	379	0	663	9(2)(a)	9(2)(a)	Riverton Drive Randwick Park, Auckland	9(2)(a)
Taranaki/Whanganui/Manawatū	173	Spotswood College	Secondary (Year 9-15)	0	0	912	912			129 South Road, New Plymouth	
Taranaki/Whanganui/Manawatū	179	Stratford High School	Secondary (Year 9-15)	0	0	568	568			Swansea Road, Stratford	
Taranaki/Whanganui/Manawatū	181	Opunake High School	Secondary (Year 9-15)	0	0	296	296			Tasman Street, Opunake	
Taranaki/Whanganui/Manawatū	185	Patea Area School	Composite (Year 1-15)	38	85	86	209			Kent Street, Patea	
Taranaki/Whanganui/Manawatū	198	Awatapu College	Secondary (Year 9-15)	0	0	857	857			434 Botanical Road West End, Palmerston North	
Taranaki/Whanganui/Manawatū	549	Taihape Area School	Composite (Year 1-15)	52	92	106	250			26 Huia Street, Taihape	
Taranaki/Whanganui/Manawatū	551	Coastal Taranaki School	Composite (Year 1-15)	115	137	75	327			91 Carthew Street, Okato	
Taranaki/Whanganui/Manawatū	589	Te Kura o Nga Ruahine Rangī	Composite (Year 1-15)	26	33	18	77			520 Eltham Road, Mangatoki	
Taranaki/Whanganui/Manawatū	961	Te Paepae o Aotea	Secondary (Year 7-15)	0	284	599	883			13 Camberwell Road, Hawera	
Taranaki/Whanganui/Manawatū	1184	Hāwera Christian School	Full Primary (Year 1-8)	18	29	0	47			466A South Road, Hawera	
Taranaki/Whanganui/Manawatū	2095	Kaponga School	Full Primary (Year 1-8)	22	35	0	57			30 Egmont Street, Kaponga	

Taranaki/Whanganui/Manawatū	2153	Avon School	Full Primary (Year 1-8)	25	41	0	66	9(2)(a)	9(2)(a)	Hamlet Street, Stratford	9(2)(a)
Taranaki/Whanganui/Manawatū	2161	Devon Intermediate	Intermediate (Year 7 & 8)	0	329	0	329			400 Devon Street WestLynmouth, New Plymouth	
Taranaki/Whanganui/Manawatū	2165	Eltham School	Full Primary (Year 1-8)	52	87	0	139			Conway Road, Eltham	
Taranaki/Whanganui/Manawatū	2177	Inglewood Primary School	Full Primary (Year 1-8)	134	278	0	412			33 Kelly Street, Inglewood	
Taranaki/Whanganui/Manawatū	2198	Midhirst School	Full Primary (Year 1-8)	60	84	0	144			8 Erin StreetMidhirst, Stratford	
Taranaki/Whanganui/Manawatū	2216	Opunake School	Full Primary (Year 1-8)	61	116	0	177			Gisborne Terrace, Opunake	
Taranaki/Whanganui/Manawatū	2220	Pembroke School	Full Primary (Year 1-8)	38	48	0	86			Monmouth Road, Stratford	
Taranaki/Whanganui/Manawatū	2227	Ratapiko School	Full Primary (Year 1-8)	11	18	0	29			4 Ratapiko Road, Ratapiko	
Taranaki/Whanganui/Manawatū	2228	Rawhitiroa School	Full Primary (Year 1-8)	16	32	0	48			596 Rawhitiroa Road, Eltham	
Taranaki/Whanganui/Manawatū	2239	St Joseph's School (Waitara)	Full Primary (Year 1-8)	23	46	0	69			21 Nelson Street, Waitara	
Taranaki/Whanganui/Manawatū	2244	Stratford Primary School	Full Primary (Year 1-8)	164	275	0	439			Regan Street, Stratford	
Taranaki/Whanganui/Manawatū	2330	Aberfeldy School	Full Primary (Year 1-8)	2	13	0	15			Parapara Highway, Whanganui	
Taranaki/Whanganui/Manawatū	2341	Bainesse School	Full Primary (Year 1-8)	20	37	0	57			576 State Highway 56,	

								9(2)(a)	9(2)(a)	Palmerston North	9(2)(a)
Taranaki/Whanganui/Manawatū	2343	Bulls School	Full Primary (Year 1-8)	64	110	0	174			Bridge Street, Bulls	
Taranaki/Whanganui/Manawatū	2344	Bunnythorpe School	Full Primary (Year 1-8)	12	18	0	30			Baring Street, Bunnythorpe	
Taranaki/Whanganui/Manawatū	2349	Clifton School (Bulls)	Full Primary (Year 1-8)	52	108	0	160			Clifton Street, Bulls	
Taranaki/Whanganui/Manawatū	2356	Feilding Intermediate	Intermediate (Year 7 & 8)	0	338	0	338			95 East Street, Feilding	
Taranaki/Whanganui/Manawatū	2368	James Cook School	Full Primary (Year 1-8)	67	105	0	172			Mill Street, Marton	
Taranaki/Whanganui/Manawatū	2369	Kai Iwi School	Full Primary (Year 1-8)	35	68	0	103			908 State Highway 3 Kai Iwi, Whanganui	
Taranaki/Whanganui/Manawatū	2383	TKKM o Ngati Ruanui	Composite (Year 1-15)	30	39	29	98			2 Manawapou Road, Hawera	
Taranaki/Whanganui/Manawatū	2384	Te Kura o Kokohuia	Composite (Year 1-15)	65	76	56	197			36 Matipo Street Castle cliff, Whanganui	
Taranaki/Whanganui/Manawatū	2386	Linton Camp School	Full Primary (Year 1-8)	56	65	0	121			Puttick Road, Linton Camp	
Taranaki/Whanganui/Manawatū	2388	Longburn School	Full Primary (Year 1-8)	43	62	0	105			Carey Street Longburn, Palmerston North	
Taranaki/Whanganui/Manawatū	2392	Mangaweka School	Full Primary (Year 1-8)	17	12	0	29			5 Raumaewa Road, Mangaweka	

Taranaki/Whanganui/Manawatū	2396	Marton Junction School	Full Primary (Year 1-8)	37	65	0	102	9(2)(a)	9(2)(a)	Alexandra Street, Marton	9(2)(a)
Taranaki/Whanganui/Manawatū	2397	Marton School	Full Primary (Year 1-8)	107	118	0	225			Hereford Street, Marton	
Taranaki/Whanganui/Manawatū	2401	Moawhango School	Full Primary (Year 1-8)	10	11	0	21			Te Moehau Road, Moawhango	
Taranaki/Whanganui/Manawatū	2402	Monrad - Te Kura Waenga o Tirohanga	Intermediate (Year 7 & 8)	0	396	0	396			228 Botanical Road, Palmerston North	
Taranaki/Whanganui/Manawatū	2409	North Street School	Full Primary (Year 1-8)	127	256	0	383			52 North Street, Feilding	
Taranaki/Whanganui/Manawatū	2412	Okoia School	Full Primary (Year 1-8)	24	29	0	53			645 No 3 Line Okoaia, Whanganui	
Taranaki/Whanganui/Manawatū	2414	Oroua Downs School	Full Primary (Year 1-8)	43	75	0	118			State Highway 1, Foxton	
Taranaki/Whanganui/Manawatū	2436	Whare Kura Morehu o Ratana	Full Primary (Year 1-8)	24	21	0	45			Kiatere Street, Ratana	
Taranaki/Whanganui/Manawatū	2439	Roslyn School	Full Primary (Year 1-8)	134	234	0	368			Kipling Street Roslyn, Palmerston North	
Taranaki/Whanganui/Manawatū	2443	Sanson School	Full Primary (Year 1-8)	5	12	0	17			Main Highway North, Sanson	
Taranaki/Whanganui/Manawatū	2456	St Matthew's School (Marton)	Full Primary (Year 1-8)	21	30	0	51			25 Ross Street, Marton	
Taranaki/Whanganui/Manawatū	2460	Takaro School	Full Primary (Year 1-8)	95	130	0	225			Brighton Crescent, Palmerston North	

Taranaki/Whanganui/Manawatū	2461	Tangimoana School	Full Primary (Year 1-8)	6	17	0	23	9(2)(a)	9(2)(a)	19 Punga Street, Tangimoana	9(2)(a)
Taranaki/Whanganui/Manawatū	2462	Taonui School	Full Primary (Year 1-8)	56	77	0	133			Waugh's Road, Feilding	
Taranaki/Whanganui/Manawatū	2463	Taoroa School	Full Primary (Year 1-8)	14	29	0	43			43 Pukeokahu Road, Taihape	
Taranaki/Whanganui/Manawatū	2468	Turakina School	Full Primary (Year 1-8)	5	20	0	25			State Highway 3, Turakina	
Taranaki/Whanganui/Manawatū	2469	Upokongaro School	Full Primary (Year 1-8)	36	81	0	117			State Highway 4 Upokongaro, Whanganui	
Taranaki/Whanganui/Manawatū	2472	Waiouru School	Full Primary (Year 1-8)	48	66	0	114			Ruapehu Street, Waiouru	
Taranaki/Whanganui/Manawatū	2478	Waverley Primary School	Full Primary (Year 1-8)	68	92	0	160			Gloag Street, Waverley	
Taranaki/Whanganui/Manawatū	2482	Whangaehu School	Full Primary (Year 1-8)	8	18	0	26			71 Ruatangata Road, Whangaehu - Whanganui	
Taranaki/Whanganui/Manawatū	3046	Tokomaru School	Full Primary (Year 1-8)	31	48	0	79			5 Tokomaru East Road, Tokomaru	
Taranaki/Whanganui/Manawatū	4160	TKKM o Te Atihaunui-A-Paparangi	Full Primary (Year 1-8)	61	68	0	129			25 Anaua Street Putiki, Whanganui	
Taranaki/Whanganui/Manawatū	4223	TKKM o Tamarongo	Full Primary (Year 1-8)	15	11	0	26			169 Tasman Street, Opunake	
Waikato	109	Coromandel Area School	Composite (Year 1-15)	50	78	77	205			Woollams Avenue, Coromandel	

Waikato	111	Thames High School	Secondary (Year 9-15)	0	0	390	390	9(2)(a)	9(2)(a)	300 Sealey Street, Thames	9(2)(a)
Waikato	114	Waihi College	Secondary (Year 7-15)	0	199	384	583			Kensington Road, Waihi	
Waikato	119	Huntly College	Secondary (Year 9-15)	0	0	190	190			Bridge Street, Huntly	
Waikato	127	Ngaruawahia High School	Secondary (Year 9-15)	0	0	315	315			56 Kent Street, Ngaruawahia	
Waikato	129	Fairfield College	Secondary (Year 9-15)	0	0	839	839			25 Bankwood Road, Chartwell, Hamilton	
Waikato	135	Fraser High School	Secondary (Year 9-15)	0	0	141	1419			72 Ellicott Road, Dinsdale, Hamilton	
Waikato	157	Ōtorohanga College	Secondary (Year 9-15)	0	0	317	317			Bledisloe Avenue, Otorohanga	
Waikato	160	Te Kuiti High School	Secondary (Year 9-15)	0	0	276	276			Hospital Road, Te Kuiti	
Waikato	162	Piopio College	Secondary (Year 7-15)	0	41	92	133			18 Aria Road, Piopio	
Waikato	176	Ohura Valley Primary	Full Primary (Year 1-8)	2	1	0	3			Ngarimu Street, Ohura	
Waikato	282	Te Kura Amorangi o Whakawatea	Full Primary (Year 1-8)	48	80	0	128			132 Saxbys Road, Melville, Hamilton	
Waikato	329	Mangakino School	Full Primary (Year 1-8)	20	24	0	44			55 Karamu Street, Mangakino	
Waikato	488	Ngā Taiātea Wharekura	Secondary (Year 9-15)	0	0	268	268			134 Rotokauri Road, Nawton, Hamilton	

Waikato	494	Putāruru College	Secondary (Year 7-15)	0	125	281	406	9(2)(a)	9(2)(a)	Junction Street, Putaruru	9(2)(a)
Waikato	641	Te Wharekura o Nga Purapura o Te Aroha	Composite (Year 1-15)	30	37	35	102			190 Factory Road, Te Awamutu	
Waikato	1151	TKKM o Te Puaha o Waikato	Full Primary (Year 1-8)	24	20	0	44			Stack Road, Port Waikato	
Waikato	1358	Maramarua School	Full Primary (Year 1-8)	40	87	0	127			2200 State Highway 2, Maramarua	
Waikato	1373	Meremere School	Full Primary (Year 1-8)	5	5	0	10			Heather Green Avenue, Meremere	
Waikato	1589	TKKM o Toku Mapihi Maurea	Full Primary (Year 1-8)	45	58	0	103			137 Silverdale Road Hillcrest, Hamilton	
Waikato	1715	Fairfield Intermediate	Intermediate (Year 7 & 8)	0	936	0	936			Clarkin Road Fairfield, Hamilton	
Waikato	1718	Te Wharekura o Kirikiriroa	Composite (Year 1-15)	81	135	65	281			33 Fifth Avenue Endley, Hamilton	
Waikato	1751	Huntly School (Waikato)	Full Primary (Year 1-8)	72	127	0	199			25 Onslow Street, Huntly	
Waikato	1752	Huntly West School	Full Primary (Year 1-8)	42	78	0	120			Paki Street, Huntly	
Waikato	1757	Kaihere School	Full Primary (Year 1-8)	12	18	0	30			1115B State Highway 27 Kaihere, Morrinsville	
Waikato	1763	Karangahake School	Full Primary (Year 1-8)	31	34	0	65			School Road, Karangahake	

Waikato	1773	TKKM o Harataunga	Full Primary (Year 1-8)	11	11	0	22	9(2)(a)	9(2)(a)	1416 Kennedy Bay Road, Kennedy Bay	9(2)(a)
Waikato	1776	Kihikihi School	Full Primary (Year 1-8)	105	107	0	212	9(2)(a)	9(2)(a)	71 Whitmore Street, Kihikihi	9(2)(a)
Waikato	1777	Kimihia School	Full Primary (Year 1-8)	154	208	0	362	9(2)(a)	9(2)(a)	Tamihana Avenue, Huntly	9(2)(a)
Waikato	1782	Kopuarahi School	Full Primary (Year 1-8)	8	8	0	16	9(2)(a)	9(2)(a)	Bush Road, Thames	9(2)(a)
Waikato	1792	Maeroa Intermediate	Intermediate (Year 7 & 8)	0	699	0	699	9(2)(a)	9(2)(a)	Churchill Avenue, Hamilton	9(2)(a)
Waikato	1845	Ngakonui Valley School	Full Primary (Year 1-8)	25	45	0	70	9(2)(a)	9(2)(a)	826 Taringamotu Road, Taumarunui	9(2)(a)
Waikato	1847	Te Kura o Ngāpuke	Full Primary (Year 1-8)	20	16	0	36	9(2)(a)	9(2)(a)	2490 Taumarunui -Ngapuke Road, Taumarunui	9(2)(a)
Waikato	1849	Ngaruawahia School	Full Primary (Year 1-8)	68	77	0	145	9(2)(a)	9(2)(a)	Galileo Street, Ngaruawahia	9(2)(a)
Waikato	1851	Te Kura o Ngaati Hauaa	Full Primary (Year 1-8)	50	60	0	110	9(2)(a)	9(2)(a)	300 Pukemoremore Road, Cambridge	9(2)(a)
Waikato	1856	Ohinewai School	Full Primary (Year 1-8)	47	73	0	120	9(2)(a)	9(2)(a)	39 Ohinewai South Road, Ohinewai, Huntly	9(2)(a)
Waikato	1865	Te Wharekura o Maniapoto	Composite (Year 1-15)	44	51	38	133	9(2)(a)	9(2)(a)	308 Oparure	9(2)(a)

Waikato	1876	Ōtorohanga School	Full Primary (Year 1-8)	40	40	0	80
Waikato	1877	Otorohanga South School	Full Primary (Year 1-8)	119	199	0	318
Waikato	1892	Peachgrove Intermediate	Intermediate (Year 7 & 8)	0	540	0	540
Waikato	1896	Piripiri School	Full Primary (Year 1-8)	2	4	0	6
Waikato	1906	Pukenui School (Te Kuiti)	Full Primary (Year 1-8)	53	93	0	146
Waikato	1911	Puriri School	Full Primary (Year 1-8)	5	15	0	20
Waikato	1917	Te Wharekura o Rākaumanga manga	Composite (Year 1-15)	89	138	145	372
Waikato	1937	Ruawaro Combined School	Full Primary (Year 1-8)	19	16	0	35
Waikato	1942	St Andrews Middle School	Restricted Composite (Year 7-10)	0	78	55	133
Waikato	1943	St Anthony's Catholic School (Huntly)	Full Primary (Year 1-8)	35	51	0	86
Waikato	1980	Tapu School	Full Primary (Year 1-8)	2	3	0	5

9(2)(a)

9(2)(a)

Road, Te Kuiti  
 95 Phillips Avenue, Otorohanga  
 Rangipare Street, Otorohanga  
 72 Peachgrove Road Hamilton  
 on East, Hamilton  
 2703 Te Anga Road, Te Kuiti  
 King Street West, Te Kuiti  
 Puriri Valley Road, Thames  
 26 Mcdiarmid Crescent, Huntly  
 76 Bain Road, Huntly  
 Heath Street Te Rapa, Hamilton  
 102 Bailey Street, Huntly  
 719 Thames Coast Road Tapu, Thames

9(2)(a)

Waikato	1987	Taupiri School	Full Primary (Year 1-8)	54	58	0	112	9(2)(a)	9(2)(a)	Greenlane Road, Taupiri	9(2)(a)
Waikato	1999	Te Aroha Primary School	Full Primary (Year 1-8)	84	130	0	214			Jubilee Avenue, Te Aroha	
Waikato	2001	Te Awamutu Intermediate	Intermediate (Year 7 & 8)	0	457	0	457			646 Hazelmere Crescent, Te Awamutu	
Waikato	2008	Te Kuiti Primary School	Full Primary (Year 1-8)	130	225	0	355			Rora Street, Te Kuiti	
Waikato	2033	Tirohia School	Full Primary (Year 1-8)	22	29	0	51			6332 State Highway 26, Tirohia	
Waikato	2043	Turua Primary School	Full Primary (Year 1-8)	42	65	0	107			Hauraki Road Turua, Thames	
Waikato	2064	Waipa School	Full Primary (Year 1-8)	127	227	0	354			Kia Toa Street, Ngaruawahia	
Waikato	2069	Waitakaruru School	Full Primary (Year 1-8)	27	69	0	96			6 Canal West Road, Waitakaruru	
Waikato	2073	Waitomo Caves School	Full Primary (Year 1-8)	14	16	0	30			Hotel Access Road, Waitomo Caves	
Waikato	2091	Whitiara School	Full Primary (Year 1-8)	121	140	0	261			38 Willoughby Street Whitiara, Hamilton	
Waikato	2096	Crawshaw School	Full Primary (Year 1-8)	145	200	0	345			Crawshaw Drive Nawton, Hamilton	
Waikato	2195	Matiere School	Full Primary (Year 1-8)	10	18	0	28			Main Road, Matiere	

Waikato	2215	Ongarue School	Full Primary (Year 1-8)	11	11	0	22	9(2)(a)	9(2)(a)	Ongarue Village Road, Ongarue	9(2)(a)
Waikato	3100	TKKM o Te Hiringa	Composite (Year 1-15)	47	71	15	133			12-24 Tainui Street, Tokoroa	
Waikato	3612	Mangakōtukutuku College	Secondary (Year 7-15)	0	229	586	815			6 Collins Road, Hamilton	
Wellington	235	Tararua College	Secondary (Year 9-15)	0	0	364	364			Churchill Street, Pahiatua	
Wellington	243	Mākoura College	Secondary (Year 9-15)	0	0	257	257			29 Makora Road, Masterton	
Wellington	254	Mana College	Secondary (Year 9-15)	0	0	506	506			22 Awarua Street, Porirua	
Wellington	258	Taita College	Secondary (Year 9-15)	0	0	360	360			188 Eastern Hutt Road, Lower Hutt	
Wellington	259	Naenae College	Secondary (Year 9-15)	0	0	830	830			910 High Street, Lower Hutt	
Wellington	478	Wainuiomata High School	Secondary (Year 9-15)	0	0	648	648			60 Parkway, Lower Hutt	
Wellington	1143	TKKM o Nga Mokopuna	Composite (Year 1-15)	48	53	43	144			4 Falkirk Avenue, Wellington	
Wellington	1646	Wainuiomata Intermediate	Intermediate (Year 7 & 8)	0	303	0	303			66 Konini Street, Lower Hutt	

Wellington	1651	TKKM o Wairarapa	Composite (Year 1-15)	53	61	26	140	9(2)(a)	9(2)(a)	37 Johnstone Street, Masterton	9(2)(a)
Wellington	1659	Lakeview School	Full Primary (Year 1-8)	242	336	0	578			Te Ore Ore Road, Masterton	
Wellington	1670	TKKM o Te Ara Whanui	Composite (Year 1-15)	167	171	59	397			11-27 Victoria Street Alicet own, Lower Hutt	
Wellington	2805	Ballance School	Full Primary (Year 1-8)	5	8	0	13			15 Post Office Road, Pahiatua	
Wellington	2814	Brandon Intermediate	Intermediate (Year 7 & 8)	0	189	0	189			32 Driver Crescent Cannons Creek, Porirua	
Wellington	2831	Dalefield School	Full Primary (Year 1-8)	39	55	0	94			440 Dalefield Road, Carterton	
Wellington	2835	Eketāhuna School	Full Primary (Year 1-8)	37	67	0	104			Albert Street, Eketahuna	
Wellington	2840	Featherston School Te Kura o Paetūmokai	Full Primary (Year 1-8)	64	103	0	167			Cnr Lyons & Revans Streets, Featherston	
Wellington	2846	Pukeatua Primary School (Wainuiomata)	Full Primary (Year 1-8)	62	73	0	135			Frederick Street Wainuiomata, Lower Hutt	
Wellington	2900	Mangatainoka School	Full Primary (Year 1-8)	28	28	0	56			2 Makuri Street, Mangatainoka	
Wellington	2909	Masterton Intermediate	Intermediate (Year 7 & 8)	0	371	0	371			38 Intermediate Street, Masterton	

Wellington	2911	Mauriceville School	Full Primary (Year 1-8)	6	7	0	13	9(2)(a)	9(2)(a)	1378 Opaki Kaiparoro Road, Mauriceville	9(2)(a)
Wellington	2921	Naenae Intermediate	Intermediate (Year 7 & 8)	0	340	0	340	9(2)(a)	9(2)(a)	Walters Street Naenae, Lower Hutt	9(2)(a)
Wellington	2945	Pahiatua School	Full Primary (Year 1-8)	150	232	0	382	9(2)(a)	9(2)(a)	21 Albert Street, Pahiatua	9(2)(a)
Wellington	2955	Petone Central School	Full Primary (Year 1-8)	73	73	0	146	9(2)(a)	9(2)(a)	16 Britannia Street Petone, Lower Hutt	9(2)(a)
Wellington	2958	Pirinoa School	Full Primary (Year 1-8)	25	23	0	48	9(2)(a)	9(2)(a)	2782 Lake Ferry Road, Pirinoa	9(2)(a)
Wellington	2969	Randwick School	Full Primary (Year 1-8)	52	84	0	136	9(2)(a)	9(2)(a)	59 Randwick Road Moera, Lower Hutt	9(2)(a)
Wellington	2970	Rangikura School	Full Primary (Year 1-8)	137	242	0	379	9(2)(a)	9(2)(a)	95 Conclusion Street Ascot Park, Porirua	9(2)(a)
Wellington	3001	St Bernadette's School (Naenae)	Full Primary (Year 1-8)	40	74	0	114	9(2)(a)	9(2)(a)	190 Naenae Road Naenae, Lower Hutt	9(2)(a)
Wellington	3008	St Joseph's School (Levin)	Full Primary (Year 1-8)	77	113	0	190	9(2)(a)	9(2)(a)	48 Weraroa Road, Levin	9(2)(a)
Wellington	3015	St Michael's School (Taita)	Full Primary (Year 1-8)	50	75	0	125	9(2)(a)	9(2)(a)	Cooper Street Taita, Lower Hutt	9(2)(a)
Wellington	3018	St Claudine Thevenet School	Full Primary (Year 1-8)	74	131	0	205	9(2)(a)	9(2)(a)	Rata Street Wainuiomata, Lower Hutt	9(2)(a)

Wellington	3023	St Teresa's School (Featherston)	Full Primary (Year 1-8)	37	63	0	100	9(2)(a)	9(2)(a)	63 Bell Street, Featherston	9(2)(a)
Wellington	3031	Avalon Intermediate	Intermediate (Year 7 & 8)	0	253	0	253			1041 High Street Avalon, Lower Hutt	
Wellington	3032	Taitoko School	Full Primary (Year 1-8)	84	140	0	224			Kinross Street, Levin	
Wellington	3043	Titahi Bay Intermediate	Intermediate (Year 7 & 8)	0	171	0	171			Kahutea Terrace Titahi Bay, Porirua	
Wellington	3044	Titahi Bay North School	Full Primary (Year 1-8)	62	92	0	154			47 Jillett Street Titahi Bay, Porirua	
Wellington	3051	Tui Glen School	Full Primary (Year 1-8)	72	102	0	174			126 Stokes Valley Road Stokes Valley, Lower Hutt	
Wellington	3074	Windley School	Full Primary (Year 1-8)	77	143	0	220			146 Mungavin Avenue Porirua East, Porirua	
Wellington	4150	Wellington S D A School	Full Primary (Year 1-8)	44	70	0	114			58 Raiha Street, Porirua	

**Appendix 3: Ka Ora, Ka Ako | Healthy School Lunches Programme – School Delivery Form**  
**<to be confirmed>**

The following details should be captured/agreed between Schools & the Supplier either via ordering portal, or manual form. Regardless of format used, details must be kept up to date at all times.

Non-standard services, which fall outside of the scope of the agreement may be considered on a case by case basis in collaboration with the Ministry. All non standard services require pre-approval by the Ministry.

<b>School   kura name</b>	
<b>School   kura ID</b>	
<b>Region and Area</b>	
<b>Address and location where lunches are to be delivered to (Identify any satellite classrooms)</b>	
<b>Delivery time</b>	

	<b>Name</b>	<b>Role within School</b>	<b>Contact number</b>	<b>email</b>
<b>Primary contact</b>				
<b>Secondary contact</b>				
<b>Emergency/ alternative contact</b>				

<b>Date</b>	<b>insert start date / end date</b>			<input type="checkbox"/> Term 1 <input type="checkbox"/> Term 2 <input type="checkbox"/> Term 3 <input type="checkbox"/> Term 4
<b>School closure dates – no meals to be delivered</b>	<b>Insert dates</b>			
<b>Number of meals required (total per day)</b>	<b>Year (add/delete as required)</b>	<b>Standard meals (insert number)</b>	<b>Standard Special diet Meals (insert number and details)</b>	<b>Complex Diet meals (insert number and details)</b>
	<b>7</b>			
	<b>8</b>			
	<b>9</b>			
	<b>10</b>			
	<b>11</b>			

	<b>12</b>			
	<b>13</b>			
<b>Staffing</b>	<p><b>Meal Provision (standard)</b></p> <p><input type="checkbox"/> Meals will be delivered by the Supplier to the location</p> <p>Meals will be distributed and served by the school   kura staff.</p> <p><b>Distribution into schools (Non Standard Service - by agreement with the Ministry)</b></p> <p><input type="checkbox"/> Meals will be delivered, distributed, and served by Supplier: insert number of staff and/or hours required for service delivery</p>			
<b>Days</b>	<p><b>Meals will be delivered on the following days:</b></p> <p><input type="checkbox"/> Monday</p> <p><input type="checkbox"/> Tuesday</p> <p><input type="checkbox"/> Wednesday</p> <p><input type="checkbox"/> Thursday</p> <p><input type="checkbox"/> Friday</p>			
<b>Service Style</b>	<p>Indicators will be delivered in the following service style</p> <p><input type="checkbox"/> Classroom containers – packaged into containers for each classroom</p> <p><input type="checkbox"/> Grab and Go – collected by ākonga from one or multiple locations</p> <p><input type="checkbox"/> Buffet/Whānau Style – sharing platters by class or together within a centralised hub</p> <p><input type="checkbox"/> Other (please specify)</p>			
<b>Waste Management arrangements for the following:</b>	<p>The following actions will be the responsibility of the Supplier School   kura in relation to Waste Management: state agreement here, koha to the school   kura for waste management collection, compost at the school   kura.</p>			
<b>Food Waste Recycling Packaging Waste General Waste</b>	<p>The supplier will/will not provide bins to collect packaging and food waste.</p> <p>Detail days of waste collection and number of bins. Consider how long waste is kept at the school   kura e.g. smell and pest management.</p>			
<b>Surplus Lunches</b>	<p>The school   kura and supplier should agree a plan for management of surplus lunches.</p> <p><input type="checkbox"/> Surplus lunches will be the responsibility of the school   kura.</p> <p><input type="checkbox"/> The supplier will collect surplus lunches at the end of lunch. Insert details here e.g., time of collection, provision of bins</p>			
<b>Surplus lunches are any untouched, unopened lunches</b>				
<b>Health &amp; Safety requirements</b>	<p>&lt;document any specific health and safety requirements for example site-specific health and safety plans, and compliance with the Children’s Act 2014. (if providing service on site and/or where Supplier personnel have unsupervised access to ākonga or students) &gt;</p>			
<b>Variations to service</b>	<p>&lt; All changes to the above must be recorded and agreed by all parties.&gt;</p>			

## SCHEDULE 4 - DISPUTE RESOLUTION PROCESS

### 1. **Negotiation**

The parties will enter into negotiations to resolve the Dispute within 10 Business Days of the Dispute Notice being issued. Negotiations will be held between representatives of the parties (who must have authority to settle the Dispute). The Dispute will be escalated to senior management as necessary.

### 2. **Mediation**

If:

- (a) the parties agree; and
- (b) the Dispute is not resolved by negotiation within 10 Business Days of receipt of the Dispute Notice,

then the Dispute may be referred to mediation (*Mediation*) by one party giving written notice to the other (*Mediation Notice*). The mediation will be heard as soon as possible in Wellington, New Zealand and conducted in accordance with the protocols of the Arbitrators' and Mediators' Institute of New Zealand Inc (*AMINZ*). The Mediation will be conducted by a mediator, and at a fee, agreed by the parties. If the parties fail to agree such matters within 10 Business Days following the date of the delivery of the Mediation Notice, the President for the time being of AMINZ will select the mediator and determine the mediator's fee. The parties will share equally the cost of the mediator's fee.

### 3. **Arbitration**

If the Dispute:

- (a) has not been resolved within a period of 10 Business Days (or such longer period as the parties may agree) in accordance with paragraph 1 of this Schedule; or
- (b) in accordance paragraph 2 of this Schedule,
- (c) then either party may issue a notice (Arbitration Notice) referring the Dispute to arbitration.
- (d) Each Arbitration Notice will be regarded as a reference of the Dispute to arbitration in accordance with the Arbitration Act 1996 (the Act). Each such arbitration will be conducted on the following terms:
  - (e) the place of arbitration will be Wellington, New Zealand.
  - (f) the tribunal will consist of a sole arbitrator, to be appointed by agreement of the parties, but if the parties fail to reach such agreement within 10 Business Days of the date of the Arbitration Notice, then the arbitrator will be appointed by the President for the time being, or his or her nominee, of the Arbitrators' and Mediators' Institute of New Zealand Inc.
  - (g) the arbitration will be conducted as quickly as possible and, as far as is practicable, the arbitrator will issue his or her award within four months of his or her appointment. When determining the procedure and

scheduling of the arbitration, the arbitrator will take this time period into consideration

- (h) each party will pay its own costs in relation to the arbitration
- (i) Clauses 3 (Powers relating to conduct of arbitral proceedings) and 6 (Costs and expenses of an arbitration) of the Second Schedule of the Act will apply to any arbitral proceedings under this Agreement. No other clauses in the Second Schedule will apply.
- (j) The award in the arbitration will be final and binding.

4. **Interlocutory relief**

Nothing in this Schedule 4 will prevent either party, at any time, from seeking any urgent interlocutory relief from a court of competent jurisdiction in relation to any matter that arises under this Agreement.

5. **Continuity**

In the event of a dispute between the parties concerning this Agreement, the Supplier will continue to provide the Services and Deliverables unless the Ministry requires otherwise in writing.

6. **Without prejudice**

Unless and until a Dispute is resolved by an express written agreement of the parties, any and all statements and undertakings made by the parties in connection with the associated Dispute resolution process (excluding any arbitration proceedings) will be deemed to have been made on a "without prejudice" basis.