



Customer Set up/Account Information

Legal Name of Company:	Te Pūkenga – New Zealand Institute of Skills & Technology
Trading name: (if any)	Unitec
NZ business Number (NZBN):	942 904 809 2685
Status - Sole Trader, Partnership, Limited Liability, Trust, Non-Profit, Other	Other – Crown entity
NZ GST No.:	136-543-504
Postal Address: Including Postcode	Private Bag 92025, Victoria St. West, Auckland 1142
Physical Address: Including Postcode	139, Carrington Road, Mt. Albert, Auckland 1025
Company Phone No.:	0800 10 95 10
Delivery address (select one and delete the other)	<input type="checkbox"/> 139 Carrington Road, Mt. Albert (Mt. Albert Campus) <input type="checkbox"/> 5-7, Ratanui St. Henderson (Waitakere Campus)
Contact Person:	

Account enquiries

Company Contact Name:	Accounts Payable - Finance
Contact Phone Number:	(09) 968 8000
Contact Email Address: for Remittance Advice / Accounts Payable / Receivable	accounts@unitec.ac.nz

Te Pūkenga trading as Unitec (Unitec) is a Crown entity established in accordance with the Crown Entities Act 2004, and is not required to accept supplier trading terms and conditions (including credit terms) in connection with purchasing goods and/or services nor do we agree to any undertakings such as warranties, indemnities etc.

The Unitec Purchase Order with a system-generated reference number (**PO number**) is the only means of committing Unitec to expenditure for the supply of goods and/or services. All POs are subject to Unitec's Purchase Order Terms (copy attached). A PO guarantees payment to the supplier, provided that the goods and/or services have been delivered in accordance with Unitec's instructions and the Purchase Order Terms, and receipted into Unitec's system. Copy of our Purchase Order Terms & Conditions are attached for your information and record.

This information is provided should you require Unitec to be set up as a customer within your own financial management system.

Kind regards

**UNITEC NEW ZEALAND LIMITED
MANUKAU INSTITUTE OF TECHNOLOGY LIMITED**

PURCHASE ORDER TERMS

These Purchase Order Terms apply to all Purchase Orders issued after 1 February 2022 until further notice. By accepting a Purchase Order or providing goods or services specified in a Purchase Order issued to you, you accept these Purchase Order terms.

Unitec New Zealand Limited and Manukau Institute of Technology Limited (each, a **Buyer**) are both Crown entities and subsidiaries of Te Pūkenga – New Zealand Institute of Skills and Technology. Our purchase order terms are the standard Government Model Contract terms (subject to the amendments noted below):

- To the extent that this Contract relates to the supply of Goods, refer to the [Standard Terms and Conditions GMC Form 2 GOODS | Schedule 2](#) (3rd Edition); and
- To the extent that this Contract relates to the supply of Services, refer to the [Standard Terms and Conditions GMC Form 2 SERVICES | Schedule 2](#) (3rd Edition).

All Government Model Contract templates are available at: www.procurement.govt.nz.

How to read these Purchase Order Terms

- The Standard Terms and Conditions, together with the terms set out in this document, form the Buyer's Purchase Order Terms.
- Any Supplier terms and conditions do not apply, unless expressly agreed by the Buyer in writing.
- In these Purchase Order Terms, "**Contract**" refers to the contract, agreement or purchase order issued to the Supplier (whichever is applicable).

Invoices

- The Supplier must have a valid purchase order number provided by the Buyer in respect of the Goods and/or Services, and the Supplier's invoice must include that purchase order number. The Buyer will not make any payment to the Supplier without a purchase order number.
- Invoices must be addressed to:
 - Unitec New Zealand Limited, Private Bag 92025, Victoria Street West, Auckland 1142, New Zealand, Attention: Unitec Accounts Payable, email: accounts@unitec.ac.nz
 - Manukau Institute of Technology Limited, Private Bag 94006, Manukau, Auckland 2241, New Zealand, Attention: MIT Accounts Payable, Email: accounts.payable@manukau.ac.nz

Amendments to Standard Terms and Conditions

Where Unitec New Zealand Limited and/or Manukau Institute of Technology Limited is the Buyer, the Standard Terms and Conditions are amended as follows:

Length of Contract

A new clause 1.4 is added to GOODS / SERVICES Schedule 2:

If the parties fail to formally renew this Contract but this Contract continues to be performed by the Parties after the End Date, this Agreement is deemed to be renewed on a month-to-month basis on the same terms and conditions and either Party may terminate this Contract on twenty (20) Business Days' notice.

Supplier Integrity

The following new clause is added as GOODS Schedule 2 clause 2.1A and SERVICES Schedule 2 clause 2.3A:

Without limiting any of the Supplier's obligations under this Contract, the *Supplier Code of Conduct* and/or any applicable laws or regulations, the Supplier expressly agrees not to engage in the following unacceptable behaviours:

- offer kickbacks, gifts or facilitation fees to the Buyer or any of the Buyer's Personnel;
- take kickbacks, gifts or facilitation fees from the Buyer or any of the Buyer's Personnel;
- offer to any of the Buyer's Personnel a position as an employee, officer, consultant, agent or representative or any directorship or shareholding to any employee, contractor, in the Supplier's company or organisation;
- tolerate, permit, or engage in any corrupt behaviour;
- engage in any activity which could serve the purpose of money – laundering.

Supply of Goods – Supplier's obligations

A new clause 2.6.e. is added to GOODS Schedule 2:

Provide a packing slip with all Goods. The packing slip must include the Buyer's purchase order number.

Payment

The following sentences are added to GOODS Schedule 2 clause 6.2 and SERVICES Schedule 2 clause 3.2:

The Supplier may send the Buyer an invoice for the Charges after the supply of Goods and/or Services is completed. Partial or progress payments will be made only if such terms are agreed and documented in the Contract. In that event, the following terms shall apply:

- The Supplier must store the Goods in a manner and in a place that enables the Buyer to easily identify the Goods. The Buyer or its representative may inspect or take delivery of the Goods at any time during business hours and on reasonable notice.
- The Goods will be at the Supplier's risk, and the Supplier accepts all risk of loss and damage to the Goods (irrespective of whether or not such damage is caused by the Supplier).
- The Supplier will not part with the possession of the Goods and will not deal with the Goods in any way that may be prejudicial to the Buyer.
- These terms create a security interest (as defined under the Personal Property Securities Act 1999) in favour of the Buyer in the Goods and their proceeds.

The payment terms specified in GOODS Schedule 2 clause 5.4 and SERVICES Schedule 2 clause 3.3 are amended to reflect that valid tax invoices received by the Buyer from the Supplier will be paid by the Buyer on the 20th day of the month following the month the invoice is received.

Transfer of rights or obligations

The following sentence is added to GOODS Schedule 2 clause 8.3 and SERVICES Schedule 2 clause 6.3:

A change in the effective management or control of the Supplier or the sale of all or a substantial portion of the Supplier's business or assets will be deemed to be a transfer for the purposes of this clause.

Sector Restructuring

The following clause is added to GOODS Schedule 2 clause 8.4 and SERVICES Schedule 2 clause 6.4:

The dissolution of Unitec New Zealand Limited and/or Manukau Institute of Technology Limited and transfer of all rights, assets and liabilities of Unitec New Zealand Limited and/or Manukau Institute of Technology Limited to Te Pūkenga – New Zealand Institute of Skills and Technology, or another entity wholly owned by and nominated by Te Pūkenga – New Zealand Institute of Skills and Technology, in accordance with Schedule 14 of the Education and Training Act 2020 is a permitted assignment for the purposes of this Contract and shall not require notification to the Supplier. On and after the dissolution date (as that term is defined in Schedule 14 of the Education and Training Act 2020), every reference in this Contract to Unitec New Zealand Limited and/or Manukau Institute of Technology Limited shall be

read as a reference to Te Pūkenga – New Zealand Institute of Skills and Technology or their nominee, as the case may be.

Non-exclusivity

The following new clause is added as GOODS Schedule 2 clause 17.10 and SERVICES Schedule 2 clause 17.11:

Nothing in this Contract shall be read as creating an exclusive arrangement between the Supplier and the Buyer in respect of the supply of the Goods and/or Services.

Severability

The following new clause is added as GOODS Schedule 2 clause 17.11 and SERVICES Schedule 2 clause 17.12:

The illegality, invalidity or unenforceability at any time of any provision of this Contract under any law, will not affect the legality, validity or enforceability of the remaining provisions of this Contract nor the legality, validity or enforceability of that provision under any other law

Covid-19 Vaccinations

The following new clause is added as GOODS Schedule 2 clause 17.12 and SERVICES Schedule 2 clause 17.13:

The Buyer's policy on Covid-19 vaccinations requires that any person coming onsite at the Buyer's campuses must hold a valid My Vaccine Pass. Without limiting any other of the Supplier's obligations under this Contract, the Supplier acknowledges and agrees that the Supplier and all of its Personnel shall comply in all respects with the Buyer's mandatory vaccination policy. The Supplier shall undertake sufficient checks of its Personnel in order to ensure that all of its Personnel hold a valid My Vaccine Pass prior to coming onto at the Buyer's premises. In addition, any of the Supplier's Personnel may be required to show proof of their My Vaccine Pass to the Buyer while onsite at the Buyer's premises.

Definitions

The following sentence is added to the definition of **Confidential Information** in GOODS Schedule 2 and SERVICES Schedule 2:

Confidential Information includes all technical specifications, drawings, designs, concepts or other property provided by the Buyer to the Supplier or created for and paid for by the Buyer as part of this Contract.

7 September 2022

To Whom It May Concern

Reform of Vocational Education – Integration of Unitec New Zealand Limited into Te Pūkenga

The purpose of this letter is to inform you that from 1 October 2022, Unitec New Zealand Limited will no longer be a separate legal entity. Instead, it will become a business division of its parent entity, Te Pūkenga – New Zealand Institute of Skills and Technology (**Te Pūkenga**), and will be co-branded Unitec and Te Pūkenga for the immediate future.

This is happening as a further step in the implementation of the Reform of Vocational Education. We have included further context for you in the Appendix to this letter, together with the operative legislative references. However, the key messages that we wish to share with you are:

1. While there is a legal change, in simple terms, it is business as usual in terms of our business with you. Please refer to the administrative changes at paragraph 3 below.
2. Our existing agreement will be taken over by Te Pūkenga and continue to apply as between you and Unitec Business Division. This will happen by operation of law (refer Appendix); we do not need to update the agreement.
3. If you have any existing accounts or agreements with Te Pūkenga or its associated entities, these will not be impacted by this dissolution. Where dissolution results in Te Pūkenga having multiple contracts with the same supplier, we will work with you to standardise into a single agreement over time.

Administrative Changes

4. We are implementing some small changes to our supplier systems and forms. Please note the following changes, which we will start applying from 1 October 2022.
 - 4.1. **Purchase Orders:** All purchase orders must reflect our new name, “Te Pūkenga trading as Unitec”.
 - 4.2. **Invoices:** Please update our name in your billing system to “Te Pūkenga trading as Unitec”, to be enacted from 1 October 2022. The addresses you have in your system remain unchanged. If you have already submitted invoices to Unitec New Zealand Limited, you do not need to resubmit them.
 - 4.3. **Payments:** You will notice the changes in our legal name in payments received as of 1 October 2022. If your accounts receivable system has pre-populated company name information, please update your system with our new legal name, “Te Pūkenga – New Zealand Institute of Skills and Technology, Trading as Unitec”.

- 4.4. **Tax details:** Our new GST number that will apply from 1 October 2022 is 136-543-504.
- 4.5. **New Zealand Business Number:** The New Zealand Business Number (NZBN) that will apply from 1 October 2022 is the business number of Te Pūkenga; this is 942 904 809 2685.
- 4.6. **Contracts:** The legislation under which this integration is taking place operates so as to deem all existing contracts between us to now be held between you and Te Pūkenga (refer to Appendix). Accordingly, existing agreements will continue in full force and effect at a business division level in accordance with their respective terms and conditions.
- 4.7. **Bank accounts:** there will be no changes to bank accounts as part of this change. However, our legal name on any payments made will need to be updated to Te Pūkenga – New Zealand Institute of Skills and Technology, with the reference Unitec.

Our business partners are vital to our continuing operation and we are mindful of ensuring a smooth transition. Should you have any concerns regarding the changes and the transition process, please do not hesitate to contact us.

We appreciate you taking the time to read this letter and look forward to continuing our strong business relationship.

Yours sincerely,



Michelle Teirney
Deputy Chief Executive, Operations
Unitec New Zealand Limited

Appendix

High level overview of Te Pūkenga and legislation that applies on dissolution of a Te Pūkenga Subsidiary

Introduction

The creation of Te Pūkenga is one of the key components of the Reform of Vocational Education (**RoVE**) currently taking place in New Zealand. The reform seeks to create a strong, unified, sustainable vocational education system that is fit for the future of work and delivers the skills that learners, employers and communities need to thrive.

The unification of the vocational education system is being undertaken in two broad stages:

- a) Stage 1 was the foundation work necessary to bring New Zealand's 16 institutes of technology and polytechnics (**ITPs**) into a group structure. This was achieved on 1 April 2020 when Te Pūkenga was created as a Crown entity and each of the ITPs were "converted" into limited liability companies (100% held by Te Pūkenga) for a limited period of time (up to 31 December 2022 at the latest); and
- b) Stage 2 is currently underway and involves moving from a group structure to a national entity responsible for delivery of high-quality vocational education and training across the country, including functions of the previous ITPs. Stage 2 involves each ITP subsidiary dissolving and their operations (including all agreements) being undertaken by Te Pūkenga, the Crown Entity. Wintec and Toi Ohomai will become part of Te Pūkenga in June 2022 and by 1 January 2023, Te Pūkenga will have a national footprint, providing programmes of study across the whole of New Zealand. Also under stage 2, the arranging training activities of a number of transitional training organisations (TITOS) are being transferred (or have been transferred) into Te Pūkenga.

Legislation that applies when an entity dissolves under stage 2

The Education and Training Act 2020 (**ETA**), Schedule 14 sets out detailed provisions as to what happens when a subsidiary of Te Pūkenga is dissolved within the context of the ETA. These provisions are drafted to ensure maximum operational continuity on transition of a dissolving subsidiary into Te Pūkenga and for "business as usual" to be maintained from the dissolution date.

In simple terms, the operative provision provides for a “lift and shift” of the dissolving entity’s business, operations and enrolled students into Te Pūkenga. Clause 4 of schedule 14, ETA in particular makes it clear that where any document refers to a dissolved entity that document is to be read instead as referring to Te Pūkenga—New Zealand Institute of Skills and Technology. This means that any existing agreements between you and the dissolving entity will not need to be updated to reflect changes to the legal identity on dissolution.

Clause 4(2) states that:

“On and after the dissolution date, —

- (a) all rights, assets, and liabilities of the Te Pūkenga—New Zealand Institute of Skills and Technology subsidiary vest in Te Pūkenga—New Zealand Institute of Skills and Technology; and*
- (b) unless the context otherwise requires, every reference to the Te Pūkenga—New Zealand Institute of Skills and Technology subsidiary in any enactment or any instrument, register, agreement, deed, lease, application, notice, or other document before the dissolution date must be read as a reference to Te Pūkenga—New Zealand Institute of Skills and Technology.”*