



**DISPUTES ASSESSMENT AND RESOLUTION**

**NZPIA Inc Disputes Resolution Agreement (the "Agreement")**

**GENERAL:** This document notes the party ("the Client") contracting for the supply of and receiving from the New Zealand Pool Industry Association Incorporated ("the NZPIA Inc"), it's professional services in investigating a suspected deficiency in dealings with a second party ("the Respondent") relating to the construction of a swimming pool or other related developments. Following a candid evaluation of the alleged issues a written Report (which will be based on the NZPIA Inc's Accepted Prior Experience & Proficiency qualifications ("APEP") of the designated investigative member(s) of the NZPIA Inc Disputes Committee) may be provided.

**NATURE OF DISPUTE:**

1. This Agreement covers a perceived Dispute on the part of the Client, involving the Respondent.
2. This Dispute may involve (i) suspected deficiency in the swimming pool construction or finish, (ii) the failure of either party to conduct himself/herself in accordance with the original Agreement, (iii) breach of Ethics as required by the NZPIA Inc. (iv) breach of the Respondent's legal and financial obligations to the Client, or (v) any other related cause of concern by either party.
2. The Dispute may not require a Written Report, it may simply be resolved by Mediation or Verbal Arbitration.
3. This Dispute may involve (i) a current NZPIA Inc Member or Non-Member bringing a Dispute against his/her Client (iii) A Client bring a dispute against a NZPIZ Inc Members or a Non-Member.
4. Current NZPIA Inc Members are bound by the findings of the Disputes Decision under threat of Cancellation of Membership

The Client AND The NZPIA Inc

\_\_\_\_\_ The Disputes Committee Chairman  
\_\_\_\_\_ New Zealand Pool Industry Association Incorporated  
\_\_\_\_\_ PO Box 17 069 Greenlane, Auckland 1546

The Respondent Name \_\_\_\_\_ Company or Trading Name:

\_\_\_\_\_ Email/Web \_\_\_\_\_

Address for NZ Post Service: \_\_\_\_\_ Telephone: 0\_\_\_\_\_

Current NZPIA Inc Member? YES NO Circle one (Go here: [www.poolguild.org.nz](http://www.poolguild.org.nz) to view current Membership)

**DESCRIPTION OF NZPIA INC SERVICES:**

1. Commencing on the dated noted below the NZPIA Inc Disputes Committee Convenor will either act to take personal charge or in the case of a suspected defect in a swimming pool, appoint suitable Builder Member(s), to arrange a site visit of the suspected deficient swimming pool which the Client suspects has a problem with the construction or correct functioning.
2. The appointed Member(s) will travel to the subject site and instigate a thorough investigation of the reported issues and the reasons for the Client's concern.
3. Following the on-site investigation, the NZPIA Inc investigator will return to base and convene a committee of a minimum of Three Builder Members including himself to describe the apparent issues and a full and frank evaluation will follow which will result in a unanimous conclusion and suggested remedy which will be communicated to the Client.
4. If required or appropriate, a full written Formal Report of the conclusions of the meeting (para 3.) this Report will be provided to the Client, together with a final Invoice for the services provided.

5. Any such Report may or may not be advantageous to the Client, but may - at the Client's discretion - be used as supporting evidence in any Legal Action against the Respondent.

**PAYMENT FOR SERVICES: (A Deposit of \$750.00 is required, An invoice will be provided)**

Client will pay compensation to the NZPIA Inc for the Services in the following manner:

1. Office Administration fee \$ 50.00
2. Time: On-site Visit (One or two Builder Members) Court Appearances etc.
3. Per Hour/ Member \$ 150.00
4. Travel costs reimbursement (Airline, taxi costs or 1.25c Km Vehicle use) \$ t.b.n\*
5. Accommodation/Meal Costs where applicable \$ t.b.n
6. Disputes Committee investigation evaluation (3 Members @\$150 hr pp)
7. \$ 450.00 Report production, typing and communication costs (per hr)
8. \$ 150.00 Third Party Witness costs: time, travel etc. \$ if/as required \* t.b.n : To be notified as required

Other costs may be applicable as per the NZPIA Inc Web Site: [http://poolguild.org.nz/disputes\\_proceduresPUBLIC.html](http://poolguild.org.nz/disputes_proceduresPUBLIC.html)  
This compensation shall be payable by an initial Deposit of \$500.00 and any balance/refund on Final Invoice.

**TERM/TERMINATION:**

This Agreement shall terminate automatically on completion of the Client paying the NZPIA Inc for its charges in full.

**RELATIONSHIP OF PARTIES:**

It is understood by the parties that the NZPIA Inc is an independent identity with respect to Client, and not an employee of Client.

**OWNERSHIP OF REPORT:** The Report provided to the Client is copyrighted to, and shall remain the sole property of, the NZPIA Inc until all Invoices have been paid in full.

**CONFIDENTIALITY.** The NZPIA Inc will not at any time or in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner any information that is proprietary to the Client, with the exception of the Respondent if the Client so wishes.

The NZPIA Inc will protect such information and treat it as strictly confidential, such provision to continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the NZPIA INC Inc will return to Client all records, notes, documentation and other items that were used, created, or controlled by it during the term of this Agreement.

**INDEMNIFICATION:** The Client agrees to indemnify and hold the NZPIA INC Inc and any Members or persons specifically involved by the NZPIA Inc in support of this investigation, harmless from all claims, losses, expenses, fees including legal fees, costs, and judgments that may be asserted against Client that result from the acts or omissions of the NZPIA Inc. This indemnification does not include the Respondent, who may hold Current Membership status. The Client is responsible for final proofing of the Report, and the NZPIA Inc will correct and replace, if accepted, any misunderstandings on its part brought to its attention by the Client.

**ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

**SEVERABILITY:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**APPLICABLE LAW:** This Agreement shall be governed by the applicable Laws of New Zealand

**CLIENT CONTRACTING OUR SERVICES:**

**IN CONSIDERATION** of the NZPIA Incorporated supplying to the Client such Services and Report(s) as described in this agreement, we the undersigned Client(s) do hereby guarantee to the NZPIA INC Inc the due and punctual payment thereof of all amounts owing and the NZPIA INC Inc agrees to supply the Services and Report in accordance with the conditions set out above.

Do you want us to provide a copy of the Report to the Respondent Company? YES NO **Circle one**

Client: (Signed) \_\_\_\_\_ Name \_\_\_\_\_ Date: \_\_\_\_\_