

PFRA Charity Agreement

Parties

- 1 The Public Fundraising Regulatory Association Incorporated (“the PFRA”)**
- 2 [Insert name of Charity Member], being a non-governmental, not-for-profit organisation** which either has been or is in the process of being accepted as a Member of the PFRA (“**Charity Member**”)

(together, “the Parties”)

Background

- A** The PFRA is an incorporated society which has been incorporated for charitable purposes, including to enhance public trust and confidence in the New Zealand charitable sector, and to assist charities to raise funds for their charitable purposes, by encouraging the long-term sustainability of Face-to-Face Fundraising in New Zealand. The PFRA does this through: the development and continuous improvement of professional standards, best practice, and ethics in fundraising; by regulating and improving the coordination and monitoring of such fundraising in New Zealand; and by educating fundraisers and others involved with raising funds for charities, as well as government and the wider public, on matters relating to such fundraising in New Zealand.
- B** The Charity Member is a non-governmental, not-for-profit organisation with charitable purposes that engages or may engage in Face-to-Face Fundraising in New Zealand.
- C** The Parties wish to ensure that Face-to-Face Fundraising is carried out in accordance with best practice and excellent professional standards, and in a manner that will enhance public trust and confidence in New Zealand charities and be conducive to the long-term sustainability of Face-to-Face Fundraising in New Zealand. To that end, the Parties wish to enter into an agreement to promote professional conduct, and to regulate the use of public venues for Face-to-Face fundraising in order to avoid crowding.

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AGREEMENT

1 Interpretation

1.1 Defined terms: in this Agreement, unless the context otherwise requires:

Accredited Supplier Member means a professional fundraising organisation, otherwise known as a third-party agency, that has been accepted as a member of the PFRA in accordance with the Constitution;

Agreement means this agreement between the Parties;

Board means the governing body of the PFRA, as constituted under the Constitution;

Charity Member means a non-governmental, not-for-profit organization that has been accepted as a charity member of the PFRA in accordance with the Constitution and, where the context requires, means the Charity Member that is a Party to this Agreement;

Charity Street Trading means the sale of products or services (such as supporter badges, pens, or greeting cards) in Public Places (such as public streets), or door-to-door, either to raise funds for a charity or to raise its profile. Charity Street Trading does not include the sale or promotion of a charity's services, one-off events by local organisations in one location (such as sausage sizzles or garage sales), nor commercial partnerships where a business uses a charity's name or logo to promote its own products or services;

Codes of Conduct means the PFRA Codes of Conduct;

Constitution means the constitution of the PFRA, as it may be altered from time to time in accordance with its terms;

Council means a local authority listed in schedule 2 of the Local Government Act 2002;

Face-to-Face Fundraising means all forms of direct dialogue engagement with potential donors or customers for the purpose of raising funds for charities, including the face-to-face solicitation of ongoing regular donations from members of the public (by means of credit card or direct debit payments) to support the purposes of a charity, and whether the solicitation occurs on Council-owned property (such as on public streets), business-to-business, door-to-door in residential areas, in private sites (such as shopping centres), or otherwise. Face-to-Face Fundraising includes two-step (petitioning) fundraising, but does not include annual street appeals and other cash donation collections. Face-to-Face Fundraising also includes Charity Street Trading;

Manager means the person employed from time to time by the PFRA to administer this Agreement;

Member means a PFRA Member;

Membership Fee means a subscription, levy, or other fee, payable to the PFRA under the Constitution, and for the avoidance of doubt includes pledge fees, administration fees and any other fees payable to the PFRA, whether under the Constitution or otherwise;

Penalty Appeals Panel means a subcommittee of the Board comprised of 3 Board Members, none of whom have any contractual relationship with the Accredited

Supplier Member; *PFRA Accreditation Form* means the form used by the PFRA to determine whether any particular fundraiser or organization should be accredited to carry out Face-to-Face Fundraising in New Zealand, as amended by the Board from time to time;

PFRA Charity Street Trading Code of Conduct means the code of conduct approved from time to time by the Board for application to persons conducting Charity Street Trading in New Zealand;

PFRA Codes of Conduct means the PFRA Face-to-Face Fundraising Code of Conduct, the PFRA Charity Street Trading Code of Conduct, and any other standards or codes of conduct approved by the Board from time to time for application to persons conducting fundraising in New Zealand;

PFRA Face-to-Face Fundraising Code of Conduct means the code of conduct approved from time to time by the Board for application to persons conducting Face-to-Face Fundraising in New Zealand;

PFRA Member means an organisation that has been accepted as a member of the PFRA in accordance with the Constitution, whether as a Charity Member, an Accredited Supplier Member, an Accredited Subcontractor Member, or otherwise;

PFRA Policies means the policies of the PFRA, including those relating to such matters as site rostering and penalties, that are made by the PFRA, whether as a bylaw or otherwise, in accordance with the Constitution;

PFRA Rule Book means the set of rules of the PFRA, whether promulgated as a Bylaw or otherwise, with which Charity Members, Accredited Supplier Members and others engaged in Face-to-Face Fundraising must comply when conducting Face-to-Face Fundraising in New Zealand, and which prescribes a range of penalties for non-compliance;

Public Place means any land or structure owned, managed, maintained or controlled by a Council that is intended for use by the public (including roads, footpaths, public squares, grass verges, berms, public gardens, reserves, parks, beaches, wharves, breakwaters, ramps, pontoons, foreshores, dunes, access ways, recreational grounds and sports fields) but does not include any area, building or structure used or intended primarily for use for business or commercial purposes (such as Council offices, libraries, zoos, and car park buildings);

Roster means a spreadsheet maintained by the PFRA in accordance with this Agreement to coordinate Face-to-Face Fundraising in respect of all the agreed Public Places that can be allocated as Sites to organisations engaged in Face-to-Face Fundraising in a Rostered City;

Rostered City means a city or district in respect of which a Roster is maintained, and includes Auckland, Wellington, Hamilton, Christchurch, and any other city which a general meeting of the PFRA has determined to be a Rostered City;

Site means a Public Place that has been authorised by a Council to be used for Face-to-Face Fundraising;

Site Fee means the fee that organisations must pay to the PFRA per Site per day for the use of a public-rostered Site, which at the date of this Agreement is \$20 per Site per day (or such other amount as may be determined from time to time by the PFRA); and

Template means, in respect of Auckland, Hamilton, Wellington, Christchurch, and any other Rostered City, the template developed, in consultation with the PFRA Members and approved by the Board, for implementing a Roster in respect of that Rostered City.

- 1.2 **Construction:** in the construction of this Agreement, unless the context otherwise requires:
- (a) *clauses and schedules:* a reference to a *clause* or a *schedule* is to a clause or schedule of this Agreement, unless otherwise stated. The schedules to this Agreement form part of this Agreement;
 - (b) *defined terms:* if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
 - (c) *documents:* a reference to any document, including this Agreement, includes a reference to that document as amended or replaced from time to time;
 - (d) *headings:* headings appear as a matter of convenience and do not affect the interpretation of this Agreement;
 - (e) *inclusion:* words such as *including* and *for example* are not, and should not be interpreted to be, words of limitation, unless otherwise explicitly stated;
 - (f) *legislation:* a reference to any legislation is a reference to that legislation as from time to time amended or replaced and, unless the context otherwise requires, includes any statutory instruments issued under that legislation;
 - (g) *singular, plural and gender:* words importing the singular include the plural and *vice versa*, and words denoting any gender include all genders; and
 - (h) *persons:* a reference to *persons* includes natural persons, firms, bodies corporate, corporations, unincorporated associations, and authorities, and *firm* includes a partnership; a reference to a *person* includes the legal personal representatives, successors and permitted assigns of that person.
- 1.3 **Conflicts:** if there are any conflicts or discrepancies between this Agreement and the Constitution, the rules of the Constitution take precedence.

2 Compliance with PFRA Policies

- 2.1 The Charity Member agrees to comply with the PFRA Rule Book and all PFRA Policies.
- 2.2 The Charity Member will ensure that no person carries out Face-to-Face Fundraising for them, or on their behalf, on a Site in a Rostered City, except in accordance with the PFRA Rule Book and all PFRA Policies, including in particular the PFRA Policies relating to:
- (a) Roster management;
 - (b) Penalties; and
 - (c) Site clashes.

3 Site Fees

- 3.1 **Site Fees:** the Charity Member shall pay to the PFRA a Site Fee for each Site allocated to the Charity Member under each month's Roster. The Site Fee is payable whether or not the Charity Member uses the Site on that day. However, a Site Fee may be able to be waived for

an allocated Site if the Charity Member gives prior written notice in accordance with the relevant PFRA Policy.

- 3.2 **Invoices:** the PFRA will invoice the Charity Member for Site Fees and any other applicable fees in accordance with the relevant PFRA Policy. In the event that an Accredited Supplier Member incurs a fee on the Charity Member's behalf, the PFRA may recover the fee from the Accredited Supplier Member, provided that if, for any reason, the Accredited Supplier Member defaults in payment, the Charity Member remains responsible for the fee.
- 3.3 **Wash-up:** where, at any time throughout the year, the PFRA's properly-incurred expenses exceed, or are likely to exceed, Site Fees or other fees received, the PFRA may, from time to time, invoice PFRA Members for any additional amounts, as determined by the Board in accordance with the Constitution, to cover the shortfall. Any such additional amounts will be imposed on the basis of equal sharing amongst all Charity Members and Accredited Supplier Members who were a Member of the PFRA during any of the time period during which the shortfall occurred.
- 3.4 **Due dates and failure to pay:** unless otherwise stated in any particular case, the due date for payment of any invoice issued by the PFRA is 14 days of the date of the invoice. Without prejudice to the PFRA's other remedies (including consequences for Members under the Constitution), failure to pay an invoice issued under this clause 3 by its due date will result in the defaulting Member being allocated no Sites for the next month's Roster (and all following months' Rosters until payment is received in full), unless an explanation is given by the Member concerned that is considered satisfactory by the Manager in their sole discretion.

4 Accreditation

- 4.1 **Accredited Supplier Members:** if the Charity Member engages a professional fundraising organisation, or third party agency, the Charity Member will ensure that any such organisation or agency is and remains an Accredited Supplier Member of the PFRA at all times while engaging in Face-to-Face Fundraising on the Charity Member's behalf, unless the prior written approval to use a non-accredited organisation or agency has been provided by the PFRA in any specific case.
- 4.2 **Accreditation of in-house fundraising teams:** if the Charity Member uses an in-house fundraising team to carry out Face-to-Face Fundraising for the Charity Member, the Charity Member will ensure that all members of the in-house team that engage in Face-to-Face Fundraising have been and remain accredited by the PFRA, unless the prior written approval to use a non-registered fundraiser has been provided by the PFRA in any specific case.
- 4.3 **No street sites without accreditation:** no Sites will be allocated to any Charity Member if and while they engage a third party agency, or use an in-house fundraising team, to carry out Face-to-Face Fundraising on the Charity Member's behalf, if and while that agency or that team, as the case may be, is not accredited with the PFRA, unless prior written approval to use the non-accredited agency or team has been provided by the PFRA in any specific case.
- 4.4 **Requirements for accreditation:** in order for an in-house fundraising team to be accredited by the Board of the PFRA, the Charity Member must ensure that the in-house fundraising team:
 - (a) meets, and complies at all times with, the requirements of this Agreement, the Constitution, the PFRA Codes of Conduct, the PFRA Rule Book and all PFRA Policies;

- (b) complies with all applicable laws including, without limitation, those relating to tax, employment, immigration, privacy, health and safety, and fair trading;
- (c) has and maintains adequate public liability insurance, and provides details of this to the PFRA on request;
- (d) has and maintains adequate policies including, without limitation, in relation to health and safety, drug and alcohol, and media;
- (e) ensures that a written employment agreement is in place for each person employed by the Charity Member to engage in Face-to-Face Fundraising;
- (f) ensures all Membership Fees are up to date at all times;
- (g) consents to the use of personal information in accordance with clause 4.10 (*Privacy*);
- (h) provides adequate training and keep and maintains an adequate training manual;
- (i) has and maintains an adequate process for dealing with complaints and grievances;
- (j) ensures any issues that may impact on the sustainability of Face-to-Face Fundraising are immediately communicated to the PFRA;
- (k) meets any other requirements set out in the applicable PFRA Accreditation Form;
- (l) satisfies the Board that the in-house fundraising team is of good standing, and is not doing nor will do anything which may prejudice the PFRA, any of its members, or the sustainability of Face-to-Face Fundraising in New Zealand.

4.5 **Decision-makers:** subject to clause 4.7 (*Appealing an accreditation decision*), decisions regarding accreditation will be made by the Board of the PFRA, who may delegate accreditation decisions to a subcommittee of the Board as the Board sees fit. The Board will ensure that conflicts of interest are carefully managed so that accreditation decisions are made by impartial decision-makers.

4.6 **Maintaining accreditation:** the Charity Member will use their best endeavours to ensure the in-house fundraising team meets all the requirements of PFRA accreditation at all times. Unless otherwise determined by the Board in any particular case, accreditation of the Charity Member's in-house fundraising team will last for a maximum of 1 year, but may be renewed in the Board's discretion if the requirements for accreditation continue to be met. Even if the requirements for accreditation are met, the Board may decide not to grant or renew accreditation if the Board, in its discretion, considers on reasonable grounds that to do so would risk damaging public trust and confidence in New Zealand charities, and/or the sustainability of Face-to-Face Fundraising in New Zealand.

4.7 **Appealing an accreditation decision:** if the Charity Member is unhappy with a decision of the Board made under this clause 4, the Charity Member may, within 14 days after the date of the decision, appeal the decision by initiating the disputes resolution process in Part 7 of the Constitution. In addition to the outcomes specified in Part 7, such appeal may result in one or more of the following outcomes:

- (i) reinstatement of the Charity Member's in-house fundraising team's accreditation;
- (ii) a conditional reinstatement of the Charity Member's in-house fundraising team's accreditation;

- (iii) renewal of the Charity Member's in-house fundraising team's accreditation;
- (iv) a conditional renewal of the Charity Member's in-house fundraising team's accreditation;
- (v) non-renewal of the Charity Member's in-house fundraising team's accreditation;
- (vi) removal of the Charity Member's in-house fundraising team's accreditation;
- (vii) a warning that the Charity Member's in-house fundraising team's accreditation may be removed, not renewed, or renewed conditionally;
- (viii) imposition of a penalty, such as a fine or a stand-down period.

The types of conditions that may be imposed under clause 4.7(ii) and (iv) include, but are not limited to, a time condition under which certain action must be taken (for example, provision of an updated policy, or payment of an outstanding fee) by a certain time in order for accreditation to remain in place.

- 4.8 **Appealing a penalty decision:** if the Charity Member is unhappy with a decision of the PFRA to impose a penalty (a fine or a stand-down period), the Charity Member may, within 14 days after the issue of the penalty, appeal the decision to the Manager. Such an appeal is made in writing on payment of a \$500 administration fee (which will be returned to the Charity Member if the appeal is upheld). If the Manager is unable to resolve the appeal to the satisfaction of the Charity Member within 14 days after receipt of the appeal, the appeal will be referred to a Penalty Appeals Panel convened for the purpose of hearing the appeal. The Penalty Appeals Panel will consider the matter, and will respond in writing within 28 calendar days of receiving the referral of the appeal. The findings of the Penalty Appeals Panel will be final, subject to any disputes resolution process conducted under Part 7 of the Constitution.

4.9 **Privacy:** the Charity Member acknowledges that any information that comes to the attention of the PFRA, that may be pertinent to the initial or ongoing accreditation of the Charity Member's in-house fundraising team, or any fundraiser or organisation conducting Face-to-Face Fundraising on the Charity Member's behalf, may be provided to the Board to be used as part of the confidential process of determining whether to remove, renew, renew with conditions, or not renew that accreditation. The Charity Member undertakes to ensure that the fact that personal information may be used in this way is drawn to the attention of all fundraisers or organisations engaging in Face-to-Face Fundraising on the Charity Member's behalf. To the extent possible, the Charity Member also undertakes to obtain from those individuals all consents and authorisations necessary to enable that personal information to be shared with, and use by, the PFRA for these purposes, and otherwise to ensure that the requirements of the Privacy Act 1993 are complied with. The Charity Member also agrees that any information that comes to the attention of the PFRA that may be relevant to the Charity Member's obligations under this Agreement, and/or the Charity Member's obligations under the Constitution, may be provided to the Board to be used as part of any disputes resolution process, including the process set out in Part 7 of the Constitution (*Procedures for resolving disputes*), or as part of determining whether any such disputes resolution process needs to be commenced.

- 4.10 **Compliance:** the Charity Member also undertakes to ensure that any fundraiser or organisation engaged or employed to carry out Face-to-Face Fundraising on the Charity Member's behalf is aware of the terms of this Agreement and does not do anything that

would compromise the Charity Member's obligations under this Agreement or put them in breach of this Agreement.

5 Manager

5.1 **Manager:** the PFRA will employ a Manager. The Manager will be under the direction of the Board, who will ensure that the Manager:

- (a) undertakes the day to day management of this Agreement and the PFRA Policies, the PFRA Rule Book, and other matters as necessary, with the overriding objective of ensuring the long-term sustainability of Face-to-Face Fundraising in New Zealand;
- (b) assists the PFRA with development, revisions, implementation and monitoring of the PFRA Codes of Conduct; and
- (c) deals with any default by a PFRA Member in relation to this Agreement in accordance with this Agreement and, where applicable, the Constitution.

5.2 **Board's responsibilities:** the Board will:

- (a) be available to provide day-to-day training and coordination to the Manager as needed;
- (b) provide the Manager with an induction to the purpose, aims and responsibilities of the Manager's role;
- (c) be responsible for the Manager's remuneration;
- (d) authorise payment of the Manager's expenditure;
- (e) carry out performance appraisals of the Manager;
- (f) agree the Manager's work priorities for each year;
- (g) agree the strategic direction for the PFRA; and
- (h) agree the budget and source funding for the PFRA.

5.3 **Manager unavailability:** in the event that the Manager is unavailable for any reason to carry out the Manager's duties under this Agreement, the Charity Member will support the Board in their business continuity decisions in accordance with the relevant PFRA Policy.

6 The PFRA

6.1 **Membership:** the Charity Member must be and remain a fully-paid up Member of the PFRA at all times while they are a Party to this Agreement. It is the responsibility of each PFRA Member to be aware of and understand the rules and requirements of the Constitution, the PFRA Codes of Conduct, the PFRA Rule Book, the PFRA Policies, and any other applicable PFRA rules.

6.2 **Board:** while a Party to this Agreement, the Charity Member must make a representative available for election to the Board in accordance with the Constitution.

6.3 **Decisions of the PFRA:** through their membership of the PFRA, and their ability to nominate representatives for election to the Board, the Charity Member will gain the right to participate in decisions regarding:

- (a) the appointment of the Manager and the terms and conditions of the Manager's employment, including the setting of the Manager's remuneration;

- (b) the level of PFRA Membership subscriptions and other fees;
- (c) development of and alterations to the PFRA Codes of Conduct, including the PFRA Face-to-Face Fundraising Code of Conduct and the PFRA Charity Street Trading Code of Conduct;
- (d) the development of and alterations to the PFRA Policies; and
- (e) approving a new Template for a new Rostered City.

The Charity Member may also be required to be involved in making sensitive and/or confidential decisions, such as those relating to the accreditation of an Accredited Supplier Members, and/or termination of the membership of a PFRA Member. The make-up of the decision-making body for any such decision will be determined on a case-by-case basis, taking into account such considerations as privacy, conflicts of interest, availability and the number of members of the decision-making body decided to be optimum in the particular case.

7 The PFRA Codes of Conduct

- 7.1 **Development of the PFRA Codes of Conduct:** the Manager will develop the PFRA Codes of Conduct, and will, from time to time, present to the Board, for approval under the Constitution, proposed amendments to the PFRA Codes of Conduct currently in force, and/or proposed new PFRA Codes of Conduct.
- 7.2 **Commencement date of PFRA Codes of Conduct:** each PFRA Code of Conduct, and each amendment to a PFRA Code of Conduct, will come into force when approved by the Board in accordance with the Constitution.
- 7.3 **Compliance with the PFRA Codes of Conduct:** each Party will ensure that they, and any person who engages in Face-to-Face Fundraising for them or on their behalf, complies with the PFRA Codes of Conduct.

8 New Members

- 8.1 **Promoting the PFRA:** the Parties will promote the PFRA as the best way to ensure the long-term sustainability of Face-to-Face Fundraising in New Zealand. The Parties will encourage any non-governmental not-for-profit organisation that carries out any form of Face-to-Face Fundraising in New Zealand, and any third-party agency that carries out any form of Face-to-Face Fundraising in New Zealand on behalf of any charity, to apply to become a member of the PFRA.
- 8.2 **Councils:** the Parties will encourage Councils in Rostered Cities to require membership of the PFRA and becoming a Party to this Agreement as a condition of carrying out Face-to-Face Fundraising in a Rostered City under the Council's jurisdiction.
- 8.3 **New Members:** the Parties will encourage any non-governmental not-for-profit organisation which has been granted permission by a Council to carry out Face-to-Face Fundraising activities to apply to become a Member of the PFRA.
- 8.4 **Becoming a new Member:** the Manager will promptly advise the current Charity Members of the name of new Members.

9 Default and disputes

- 9.1 **Discussion:** where the Charity Member has engaged in conduct which breaches, or appears to have breached, this Agreement, the Manager will seek an explanation from the Charity Member, and will enter into discussions with the Charity Member. The Manager will report to the Board on those discussions and their outcome.
- 9.2 **Repeated or serious breach:** if the Charity Member is considered to have repeatedly, or seriously, breached this Agreement, the Manager will notify the Board who will commence a disputes resolution process under Part 7 of the Constitution. The disputes resolution process under Part 7 of the Constitution may result in a range of outcomes, including: no further action; suspension of the Charity Member from the Rosters for one or more Rostered Cities for any period of time; recommendation to one or more Councils that the Charity Member's permission to carry out Face-to-Face Fundraising activities in a specified area(s) be suspended, either for a specified time or indefinitely; and/or termination of the Charity Member's membership of the PFRA.
- 9.3 **Good faith:** subject to clauses 9.1 and 9.2, if a dispute or disagreement arises in relation to this Agreement ("**dispute**"), the Parties agree to meet and negotiate in good faith to resolve the dispute. If the Parties cannot resolve a dispute by good faith negotiation within 10 working days of first meeting under this clause, then either Party may initiate a disputes resolution process under Part 7 of the Constitution.

10 Termination

- 10.1 **Termination for cause:** this Agreement will be automatically terminated if the Charity Member ceases to be a Member of the PFRA, whether as a result of a disputes resolution process carried out under Part 7 of the Constitution or otherwise.
- 10.2 **Termination by the Charity Member:** the Charity Member may terminate this Agreement by giving 3 months' prior notice in writing to the PFRA. In accordance with the Constitution, termination of this Agreement by the Charity Member automatically terminates their membership of the PFRA with effect from the date of termination of this Agreement.
- 10.3 **Termination by the PFRA:** the PFRA may terminate this Agreement by giving 1 months' prior notice in writing to all Charity Members and all Accredited Supplier Members if the requirements of this clause are met. The requirements of this clause are that, for a period of 6 consecutive months in any year, a majority of non-governmental not-for-profit organisations carrying out Face-to-Face Fundraising in New Zealand are not Members of the PFRA.
- 10.4 **Automatic termination:** this Agreement will automatically terminate if the Charity Member is wound up, liquidated, dissolved or otherwise ceases to exist.
- 10.5 **Without prejudice:** termination of this Agreement by a Party occurs without prejudice to any rights or obligations of that Party incurred prior to termination.

11 General

- 11.1 **Partial invalidity:** if any provision of this Agreement, or its application to any Party or circumstance, is or becomes invalid or unenforceable to any extent, the relevant provision is deemed to be varied to the extent necessary to remedy the unenforceability, illegality or invalidity. If variation is not possible, the provision must be treated as severed from this

Agreement to the extent necessary, without affecting any other provision of this Agreement or its application to any other Party or circumstances.

- 11.2 **Waiver:** to waive a right under this Agreement the waiver must be in writing and signed by the waiving Party.
- 11.3 **Assignment:** no Party may assign or otherwise transfer any of its rights or obligations under this Agreement unless with the prior written consent of all other Parties.
- 11.4 **Governing law:** this Agreement is governed by, and must be interpreted in accordance with, New Zealand law. All Parties submit to the non-exclusive jurisdiction of the Courts of New Zealand in relation to any dispute connected with this Agreement.
- 11.5 **Counterparts:** this Agreement may be signed in two or more counterparts, each of which constitutes an original and all of which taken together shall constitute one and the same Agreement. Entry into this Agreement by the PFRA and the Charity Member may be effected by the Charity Member and the PFRA signing and sending (including by email) a counterpart copy to each other.
- 11.6 **Third parties:** for the avoidance of doubt, this Agreement does not create any right or obligation enforceable at the suit of third parties.
- 11.7 **Variations:** no variation to this Agreement shall be effective unless and until it is in writing and signed by all Parties.
- 11.8 **Notices:** notice required to be given to a Party under this Agreement is validly given if sent to the person at the address listed in schedule 1. If the Charity Member’s representative for the purposes of this Agreement, or their contact details, changes, the Charity Member must forthwith give written notice of the change to the Manager as soon as reasonably practicable after the change occurring. The Manager will then ensure that schedule 1 is updated accordingly. If the PFRA’s contact details change, the Manager will ensure that notice of the change is given to all Members as soon as reasonably practicable after the change occurring.
- 11.9 **Review:** the Parties agree to keep this Agreement under regular review.

The Parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein. They also confirm they have read and understood, and agree to comply with, the Constitution, the PFRA Codes of Conduct, and the PFRA Rule Book:

EXECUTION:

Signed for and on behalf of the PFRA by its
duly-authorised representative

[Insert name:

[Insert date:

Signed for and on behalf of **[insert name of Charity Member]** by its duly-authorized representative

[Insert name:

[Insert date:

Schedule 1 – Contact details

	Name representative	of	Title	Email/Phone
PFRA:				

Charity Member: [insert name]				
	Name representative	of	Title	Email/Phone
Main contact				
Secondary contact				