



Aotearoa Youth Leadership Institute

## Habitat III Delegate Agreement

### Overview

Please read this Delegate Agreement carefully. It sets out the terms and conditions of a legally binding contract between you as an applicant and the Aotearoa Youth Leadership Institute (**we** or **Institute**).

By ticking the required boxes in the application form and submitting your application, you are agreeing to be bound by these terms. For the avoidance of doubt, we cannot accept any applications that do not include ticked boxes to confirm that an applicant has agreed to this Delegate Agreement.

If you have any questions about this Delegate Agreement, please send them to [apply@ayli.org.nz](mailto:apply@ayli.org.nz).

### Outline

The Delegate Agreement (that is, the contract between you and the Institute) includes the Delegate Agreement itself, which starts on page 2, and also:

- The content of your [Application Form](#);
- **Schedule 1: Code of Conduct**, on page 11;
- **Schedule 2: Waiver**, on page 12; and
- **Schedule 3: Model Release Form**, on page 13.



## Delegate Agreement

Between the

*Aotearoa Youth Leadership Institute*

and

*You*

(together, the **Parties**).

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### Background

- A. The Institute is a registered charitable trust that trains and inspires young New Zealanders.
  - B. You are a young New Zealander applying to be selected to attend Habitat III (**you**).
  - C. The United Nations Conference on Housing and Sustainable Urban Development (**Habitat III**) is a meeting organized by the United Nations that will happen from 17-20 October 2016 in Quito, Ecuador, where governments and civil society will meet to create a 'New Urban Agenda'.
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The Parties agree that:

### Selection

1. We will refer your application to the Institute's selection committee (**Selection Committee**) for consideration.
2. The [Application Form](#) you are submitting forms a part of this agreement and will form the primary basis for the Selection Committee's decision.
3. The Selection Committee will choose a small delegation of young New Zealanders to attend Habitat III.

### Offers

4. We will offer places in the Habitat III delegation to the Selection Committee's preferred applicants as soon as we can after they have completed their selections.



5. If we offer you a place, you will either accept or decline that offer before 14 September 2016.
6. If you are selected and accept the place we offer you, you will pay a deposit of \$1500 (**deposit**) before 16 September 2016 to secure your place.
7. If you:
  - a. are selected;
  - b. accept the place we offer you; and
  - c. pay the deposit,

you will be one of our delegates to Habitat III (**Delegates**).

8. We will notify unsuccessful applicants of the outcome of their application no later than 15 September 2016.
9. For the avoidance of doubt: once you become one of our Delegates, **you cannot cancel this Delegate Agreement**, except under clauses 57-60 or the Contractual Remedies Act 1979. (Sorry for the strict formality, but we are a small charity, and if you pull out after 14 September 2016 we will suffer a loss because we'll have already spent money organising your trip!)
10. If:
  - a. you are not selected as one of the Delegates; or
  - b. do not accept the offer before 14 September 2016; or
  - c. do not pay the deposit before 16 September 2016,

this Delegate Agreement will be terminated on 16 September 2016, and, for the avoidance of doubt, clauses 11 to 51 will not apply to you.

## Registration

11. We will register our Delegates for Habitat III. If for any reason we are unable to register you for Habitat III, we will either register you to attend side events and/or terminate this agreement. In that event, we will refund any delegate fees received less costs already incurred, but you will have no other claim against us.



12. You will comply with this agreement and any reasonable request from us (for example, they will provide a current copy of their passports on request to allow us to make flight bookings).

### **Travel costs**

13. We will organise flights for you to and from Auckland International Airport, New Zealand to Quito, Ecuador, airport transfers in Quito, and transport to and from the Habitat III venue.
14. We will organise travel insurance for you from 13-24 October 2016.
15. Where possible, we will organise travel insurance to cover any pre-existing conditions or listed items that you advise us of by 16 September 2016. If we incur additional costs organising this cover, we will add them to your next Delegate Fee invoice as a separate line item.
16. You will organise any domestic travel within New Zealand to ensure that you can meet the departing flight to Quito on or around 13 October 2016 and can return home after returning to Auckland International Airport on or around 24 October 2016.
17. If you are not based in New Zealand, clauses 13-16 will not apply to you. That is, we will not organise or pay for your flights, airport transfers, or travel insurance.
18. We will arrange suitable accommodation for you in Quito from 13 October 2016 to either 21 or 22 October 2016. The number of days will depend on whether the flight we book the delegation departs Quito on the evening of 21 October or morning of 22 October 2016.
19. We will assist you to arrange visas for travel if and as required for New Zealanders, but cannot guarantee that you will receive a visa. It is your responsibility to ensure that you have all necessary visas before travelling. These will be at your own cost.
20. You are responsible for ensuring that they have any necessary vaccinations or medication for travel. These will be at your own cost. We will advise you of any applicable vaccination requirements or recommendations.

### **Activities in Quito**

21. We will organise three social meals for you while abroad. You will inform us in the attached application form if you have any dietary



requirements or allergies (e.g. vegan diet, peanut allergy).

22. We will organise a city tour for you in Quito.

### **Training weekend**

23. We will organise a training weekend for the Delegates of two full days, from 8.30am on 1 October – 4.30pm on 2 October 2016 (**Training Weekend**).

24. We will organise an optional social evening on 30 September, the night before the Training Weekend, including a dinner. We strongly encourage you to come (because we know that getting to know the other delegates informally is very important to making the most of your trip!). Therefore we will pay for the meal and cannot offer any discounts on the Delegate Fee if you choose not to attend.

25. The Delegates will physically attend the Training Weekend unless they receive prior written permission from us. Written permission will only be provided at our discretion in exceptional circumstances or if they are at that time outside New Zealand. Even if a Delegate cannot physically attend the Training Weekend, they will participate remotely via video conference to the greatest extent possible in the circumstances, except with our prior written permission.

26. We will provide all meals for the duration of the Training Weekend (that is, from breakfast on Saturday to afternoon tea on Sunday).

27. You will organise any accommodation and any domestic travel within New Zealand that you need to attend the Training Weekend at your own cost.

### **Delegate materials**

28. We will give you a delegate kit, including training materials, business cards, and Institute-branded merchandise.

### **Fellowship**

29. We will provide support to the Delegates to complete fellowships with the Institute (**Fellowships**) commencing 14 September 2016 and ending on 24 June 2017. The Fellowships comprise the Training Weekend, your overseas experience at and around Habitat III, blogging, a research assignment, and a volunteer commitment.

30. We strongly encourage Delegates to complete their Fellowships, and will list them as Fellows on our website once they have done so.



31. To complete their Fellowships, the Delegates must each:
  - a. attend the Training Weekend, unless we have provided prior written permission under clause 25;
  - b. attend Habitat III;
  - c. publish at least four blog posts on our website;
  - d. complete a research project designed in conjunction with us to challenge them at their levels of experience; and
  - e. volunteer their time for a non-profit organisation or other charitable purpose for six months or more.
32. We may allow Delegates more time to complete their Fellowships at our discretion.

### **Programme costs**

33. You will pay us a delegate fee of NZ\$3850 (**Delegate Fee**). (We have set the Delegate Fee based on the costs we will incur in organising the delegation, arranging the Training Weekend, and otherwise doing what we have agreed to do in this agreement – but see our [‘Where Your Money Goes’](#) guide for further details.)
34. You will pay the Delegate Fee in four instalments, including the deposit. The instalments and due dates are as follows:
  - a. **Deposit (Instalment 1)** – 16 September, NZ\$1500;
  - b. **Instalment 2** – 23 September, NZ\$1250;
  - c. **Instalment 3** – 30 September, NZ\$850; and
  - d. **Instalment 4** – 07 October, NZ\$250.
35. We will issue invoices for each instalment and any additional costs in advance of each payment deadline.
36. The Delegates will pay the Delegate Fee instalments on or before those due dates.
37. For the avoidance of doubt, if a Delegate does not pay the Delegate Fee in full before 12 October 2016 (the day before your flight departs!), we can terminate this Delegate Agreement and cancel the



flights we have booked for you and your registration to Habitat III.

38. We will not discount, refund or otherwise reduce the Delegate Fee (or any portion of it) under any circumstances, except:
- a. for Delegates who are already based overseas or will be overseas at the time of the conference, as set out at 17; or
  - b. for Delegates who travel independently on cheaper flights than those we book for the delegation, as set out at clause 43.b; or
  - c. when members of the public donate towards the delegation's programme costs.

### **Independent travel**

39. We will offer Delegates the opportunity to arrange independent travel before and/or after the conference so long as you attend the Training Weekend, arrive in Quito no later than 8:00 am on 14 October 2016 and depart Quito no earlier than 8:00 pm on 21 October 2016.
40. If you wish to arrange independent travel, we will connect you with our travel agent and allow you to book alternate flights to or from Auckland.
41. While you may organise your own flights between your overseas destinations during your independent travel, you may only book flights to or from New Zealand through our travel agent.
42. If you organise independent travel, we will book travel insurance to cover the full period of your time overseas.
43. If you choose to organise independent travel, we will either:
- a. if the combination of the flight you organise and your travel insurance is more expensive than the flight and travel insurance we would have booked you on, we will either separately invoice you for that price difference or add it as a separate line item on one of your Delegate Fee invoices; or
  - b. if combination of the flight you organise and your travel insurance is less expensive than the flight and travel insurance we would have booked you on by more than NZ\$50, we will discount the Delegate Fee by that price difference, listing the discount as a separate line item on one



of your Delegate Fee invoices.

44. For the avoidance of doubt, we take no responsibility for the Delegate during the time they travel independently. The Delegate Agreement does not apply during any independent travel that you choose to organise.
45. If you organise independent travel before and/or after the conference, we will not pay for:
  - a. airport transfers for any flight where you are not traveling with the delegation;
  - b. additional accommodation before or after the period 13 October 2016 to either 21 or 22 October 2016, depending on whether the flight we book the delegation departs Quito on the evening of 21 October or morning of 22 October 2016.

### **Code of conduct**

46. You are required to have read Schedule 1 (**Code of Conduct**) and you will comply with the Code of Conduct attached to this agreement.

### **Breach of agreement or Code of Conduct**

47. If you:
  - a. breach this agreement;
  - b. breach the Code of Conduct;
  - c. otherwise act in a way that seriously deviates from our expectations; or
  - d. breach the instructions of the Head Delegate;

this may result in you being required to return to New Zealand early and any such decision shall be at our discretion.

48. Any extra costs incurred in your early return to New Zealand under clause 47 will be payable by you.

### **Waiver**

49. You have read and agree to the Waiver attached as Schedule 2.





### **Model release**

50. You have read and agree to the Model Release attached as Schedule 3 as applicable. The purpose of this Model Release is simply to ensure that we can use photographs or videos of you to promote Habitat III or the Institute's future activities.

### **Governing law**

51. This agreement is governed by and interpreted according to the laws of New Zealand.
52. If there is any ambiguity in the interpretation of this agreement, the interpretation that is consistent with New Zealand law shall be preferred.

### **Validity**

53. If part or all of any provision of this agreement is illegal or unenforceable, such provision will be interpreted as may be necessary to ensure it is not illegal or unenforceable. If any provision (or part of it) cannot be interpreted in that way, the provision (or part of it) will be severed from this agreement and the remaining provisions will continue in full force and effect.

### **No assignment**

54. This agreement, and the rights and obligations under this agreement are personal to the Parties, and such rights shall not be assignable except with the prior written consent of the other Party.

### **Entire agreement**

55. This agreement is the sole understanding of the Parties with respect to the subject matter hereof and supersedes all prior understandings, written or oral, which shall be of no further force or effect.

### **Force majeure**

56. No failure or omission by any Party to carry out or observe any of the terms or conditions of this agreement including the obligation to pay money shall except as herein expressly provided to the contrary give rise to any claim against the Party in question or be deemed a breach of this agreement if such failure or omission arises from any cause reasonably beyond the control of such party.



## Termination

57. This agreement may be terminated by agreement of all the Parties or in the event of fundamental breach or repudiation.
58. In particular, we may terminate this agreement immediately if you breach the Code of Conduct or this agreement. We may require you to return to New Zealand early at your cost as set out in clause 48.
59. If you become one of the Delegates and this agreement is terminated by either Party after 16 September 2016 (including, for example, if you pull out after 16 September), the Delegate Fee and any agreed additional costs (such travel insurance for pre-existing conditions or listed items, or independent travel costs), whether paid or unpaid at the date of termination, will remain payable to the Institute, and the Institute may also charge you for any additional costs resulting from termination. (We don't like being harsh here, but it could cause us real problems if people try to pull out and don't pay after we've started booking flights etc.!)
60. Notwithstanding clause 59 above, if the Delegate Agreement is terminated we may at our sole discretion return to you or not charge you any portion of the Delegate Fee (or other costs arising from termination) that we have not yet expended or are able to get refunded. Any part of the payment that we have already expended will not be refunded.

## Amendment

61. This agreement may be amended at any time by agreement in writing between the Parties.



## **Schedule 1: Code of Conduct**

If you are selected as one of the Delegates, you will follow the following Code of Conduct:

1. Remember at all times that you are a representative of the Aotearoa Youth Leadership Institute, have been identified as a young New Zealand leader, and will act in an appropriate manner according to the position you hold as a representative of us;
2. Behave with courtesy and respect towards all people, groups and staff encountered at Habitat III and otherwise while representing yourself as our delegate;
3. Follow the directions and instructions of our staff, our contractors, our volunteers, the Habitat III staff and the Head Delegate at all times (including timeliness for delegation meetings and morning starts);
4. Take personal responsibility for the care of all personal belongings (including ensuring that all belongings are packed up prior to leaving accommodation);
5. Not consume any illegal drugs, become intoxicated, or carry out any actions that may bring us into disrepute;
6. Adhere to any official Habitat III Code of Conduct and all obligations agreed to between you and us, Habitat III staff or the Head Delegate; and
7. Comply with all New Zealand and Ecuadorian laws as and when they apply.



## **Schedule 2: Waiver**

This schedule sets out the Delegates' rights and responsibilities. It also sets out important medical information. For these reasons it is an important document and you must read and understand it. The purpose of this waiver is to minimise problems during the trip.

### **Medical decisions and emergencies**

Although we and the Head Delegate will do our best to ensure the Delegates take any medication needed, ultimately it is their personal responsibility to ensure medication is taken regularly and correctly. We recommend that medications are packed with accompanying letters from your doctor explaining the medication, and that medications be transported in original packaging.

If you feel unwell or any medical problems arise while you are away or at the Training Weekend, you must inform us or the Head Delegate promptly.

We or the Head Delegate may decide that, for health or other reasons, you need to sit out the day's activities and rest at the accommodation. You acknowledge this and will respect our or the Head Delegate's decision.

In any emergency (medical or otherwise), you will be required to cover any and all costs incurred (including medical costs, emergency airfares or accommodation) that are not covered by travel insurance.

### **Waiver**

If you are selected, we will take the greatest possible care for you that our resources allow for the duration of the trip.

We will not be responsible or liable for any consequences of your actions during the trip if you do not follow the directions and instructions of our volunteers, our Head Delegate, our staff, our contractors, or Habitat III staff. While we will take all possible care, neither we, nor the Head Delegate, will be held liable in the event of any accident, loss, damage, cancellation, emergency or mishap.

Further, we will not be liable for any loss caused by our staff, our contractors, our volunteers, the Habitat III staff or the Head Delegate, including where caused by negligence.

However, as provided in this agreement, we will organise travel insurance that will provide compensation in many circumstances.



### Schedule 3: Model Release

1. If you are selected as one of the Delegates, you grant us, our members, licensees and assignees (**Related Parties**) permission to license and/or use any photographs, film or recording (**Works**) taken by us, our volunteers, our Head Delegate, our staff, or our contractors of you (including your appearance, likeness and form), for any purpose (including, but not limited to marketing, and promotion, for any activity conducted by us or the Related Parties). The Works may be cropped, altered, transformed or reproduced in any way, in any current or future media (including, but not limited to, print, TV, film, digital and the internet), and may also be combined with any other works or text.
2. We agree that we and the Related Parties will not use the Works for commercial purposes or the endorsement of any political party.
3. You agree that you have no rights or copyright in the Works (and any derivative works). You release us and the Related Parties from any and all claims and demands in connection with the Works or their future use.
4. You understand that where readily retrievable, you may access any personal information of yours and may correct any personal details provided by you.
5. You are over 18 years of age and legally entitled to grant this consent.