

CONTRACT FOR SERVICE

DATE :

FIRST PARTY : NIGEL DUNLOP of Christchurch, Barrister and Mediator
("the Panellist")

SECOND PARTY :
("the Operator")

It is agreed and declared:

- (1) The Operator appoints the Panellist to resolve the dispute referred to in Schedule 1 ("the dispute").
- (2) The Panellist accepts the appointment subject to the Operator paying the sum of \$ into the trust account of to be held as security for costs and expenses. The Operator hereby irrevocably instructs to apply that sum towards payment of the Panellist's costs and expenses for which the Operator becomes liable pursuant to this contract immediately upon receipt of invoice from the Panellist.
- (3) The Operator and Panellist will comply with all relevant provisions of the Retirement Villages Act 2003 ("the Act") and the Retirement Villages (Disputes Panel) Regulations 2007 ("the Regulations").
- (4) Subject to the Act and the Regulations, the Panellist may adopt whatever process he thinks fit to resolve the dispute.
- (5) The Panellist will endeavour to resolve the dispute in an efficient and expeditious manner and minimise expense to the Operator commensurate with the nature of the dispute and the obligations of the Panellist under the Act and the Regulations.
- (6) The Operator will lend the Panellist such reasonable co-operation and assistance as is required to enable the Panellist to resolve the dispute, including providing

meeting venues and other resources which take account of the judicial nature of the dispute resolution process and of the special needs of the parties, witnesses or observers.

- (7) The Operator will pay the Panellist to resolve the dispute in accordance with Schedule 2. Costs associated with the recovery of any unpaid account issued by the Panellist will be met by the Operator.
- (8) The Panellist will not be liable to the Operator for any act or admission in the performance or purported performance of his obligations under this Contract or the Act or the Regulations except in the case of dishonesty or bad faith.
- (9) The Operator indemnifies the Panellist against any claim for any act or admission in the performance of his obligations under this agreement except in the case of dishonesty or bad faith.
- (10) The Panellist declares that he has no interest or previous involvement to disclose in terms of s61 of the Act.
- (1) The Operator declares that it has consulted with other parties as required by section 60(2) and that in terms of sections 51 and 52(2) the residents are able to require this complaint to be resolved.
- (2)

SIGNED by the Panellist :

Signature :

Name : Nigel Dunlop

SIGNED by or on behalf of the Operator :

Signature :

Name :

SCHEDULE 1

Dispute Notice dated _____ :

Complainant _____ :

Respondent _____ :

Retirement Village _____ :

Complaint _____ :

SCHEDULE 2

- (1) The Panellist will be paid at the rate of \$350.00 per hour plus GST for all time expended by him towards the resolution of the dispute, including travel time.
- (2) The Panellist will be reimbursed for all disbursements reasonably incurred for the resolution of the dispute, including but not limited to travel and accommodation expenses, refreshments, venue expenses, interpreters' fees, cost of recording equipment, copying expenses and telephone expenses.
- (3) In the event that an in-person hearing is cancelled within 3 working days of the hearing through no fault of the Panellist the Panellist may charge the Operator one half of the Panellist's expected remuneration for that hearing in compensation for the loss of the Panellist's availability to undertake alternative work.
- (4) The Panellist may render interim invoices prior to resolution of the dispute and will render a final invoice as soon as possible following resolution of the dispute.
- (5) Invoices are to be paid no later than 28 days from date of invoice.
- (6) Should payment due under this Schedule not be made in full within 28 days from the date of invoice then interest shall accrue on the amount outstanding at the rate of 15% per annum calculated daily.
- (7) Should a sum have been paid in advance by the Operator as security for costs and expenses that sum or part thereof must be paid immediately to the Panellist on rendering an invoice to the extent of the invoice. In the event that the Panellist has issued a final invoice in respect of his services under this contract and the sum or part thereof remains, then it shall be immediately refunded to the Operator.