



## STAKEHOLDER AGREEMENT

### 1. PARTIES

1.1 The parties to this agreement are:

(a) **THE ARBITRATORS' & MEDIATORS' INSTITUTE OF NEW ZEALAND INC.** ('the Institute'); and

(b) .....  
..... ('the neutral party') and

(c) .....  
.....; and

(d) .....  
.....; and

(e) .....  
.....; ('the parties in dispute').

### 2. BACKGROUND

2.1 The parties in dispute have entered into [delete all but one of the following]: adjudication under the New Zealand Construction Contracts Act 2002 ('the process') and appointed the neutral party as adjudicator. arbitration ('the process') and appointed the neutral party as arbitrator. conciliation ('the process') and appointed the neutral party as conciliator. mediation ('the process') and appointed the neutral party as mediator.

2.2 The parties have agreed on the payment of an initial sum of money (together with any and all further sums of money as may be requested by the neutral party in due course) to be held as a fund from which the fees and expenses of the neutral party will be met.

2.3 The parties have agreed that the fund will be held by the Institute as stakeholder.

### **3. AGREEMENT**

3.1 The parties in dispute agree to pay the Institute the sum of \$..... ('the fund') to be held on the terms of this agreement. Unless otherwise agreed by the parties in dispute or directed by the neutral party, the parties in dispute will contribute to the fund in equal shares.

3.2 The Institute will hold the fund in an account at the Bank of New Zealand, Wellington, Account No. 020-568-0419074-26, which account is known as the Arbitrators' & Mediators' Institute Stakeholder Account ('the stakeholder account').

3.3 The fund will be held by the Institute in the stakeholder account until a direction in writing is received from the neutral party as to its payment.

3.4 The neutral party will be entitled at any time during the process to give a written direction to the Institute for payment to him or her of all or such part of the fund as he or she requires to be paid in order to meet his or her fees and expenses in the process.

3.5 Every direction by the neutral party to the Institute for payment from funds held in the stakeholder account must be: (a) in writing; and (b) accompanied by a copy of the invoice or invoices rendered to the parties by the neutral party in order to identify the fees and expenses for which the neutral party requires payment; and (c) copied to the parties.

3.6 Any and all directions by the neutral party to the Institute for payment from the fund will be binding on the Institute and the parties. The Institute will be under no obligation or liability whatsoever arising out of or consequent upon any payment made to the neutral party.

3.7 The Institute will pay the neutral party from the fund within three working days after receipt of the neutral party's direction to do so.

3.8 If the amount initially paid into the fund is expended and/or is or no longer expected to be sufficient to meet the ongoing fees and expenses of the neutral party, the parties in dispute agree to make such further payment or payments to the Institute's stakeholder account as may be requested by the neutral party. Any and all such further payments will be held by the Institute in the stakeholder account and may be drawn on by the neutral party on the same terms as apply to the fund initially deposited.

3.9 If the amount being held in the fund is insufficient to meet a direction by the neutral party for payment then the Institute will: (a) pay the neutral party the remaining amount of the fund being held; and (b) advise the parties in dispute and the neutral party that the fund that was being held has been insufficient to pay the neutral party's fees and expenses in full.

3.10 The Institute will not at any time or in any circumstances be liable to pay anything more than the amount that is being held in the fund from time to time.

3.11 All sums received by the neutral party from the fund will be credited against the overall fees and expenses of the neutral party incurred in connection with the process.

3.12 Should any part of the fund remain in the stakeholder account at the conclusion of the process in excess of the amount required to meet the fees and expenses of the neutral party ('the residue'), then the neutral party will issue a direction in writing to the Institute as to the allocation and payment of the residue to the parties in dispute.

3.13 The Institute shall be entitled to retain all interest earned in respect of monies held in the stakeholder account, and to transfer such interest to its own bank account at such time or times as interest is credited to the stakeholder account by the Bank.

3.14 This agreement does not diminish the neutral party's duties to act fairly, evenhandedly and in accordance with the duties applicable to a person who is engaged as a neutral party in a process of the kind to which this agreement relates.

3.15 This agreement shall be governed by, and in all respects construed in accordance with, the laws of New Zealand.

**DATED** this ..... day of .....20.....

**SIGNED** on behalf of the **ARBITRATORS' & MEDIATORS' INSTITUTE OF NEW ZEALAND INC** as the stakeholder:

**SIGNED** by or on behalf of ..... as a party in dispute:

**SIGNED** by or on behalf of ..... as a party in dispute:

**SIGNED** by or on behalf of ..... as a party in dispute:

**SIGNED** by ..... as the neutral party: