

15 June 2023

Regan Sayer

Taxpayers Union

s 7(2)(e)

Susan Sales  
Senior Advisor Official Information and Privacy  
04 570 6666 / 0800 488 824  
Susan.Sales@huttcity.govt.nz  
Our reference: LGOIMA

Dear Regan

### **Request for Information – Local Government Official Information and Meetings Act 1987**

We refer to your official information request dated 4 April 2023 for the following information:

1. *How long has the council been affiliated with or accredited as a Living Wage Employer?*
2. *What costs are involved with maintaining this certification?*
3. *What were the upfront costs of becoming accredited?*
4. *Provide copies of any contracts signed, any other applicable conditions or criteria your council must abide by as part of accreditation*

The information you have requested is addressed below.

#### **How long has the council been affiliated with or accredited as a Living Wage Employer?**

Hutt City Council has been accredited as a Living Wage Employer since 2021. Below is a link to the press release issued at that time: <http://heart.huttcity.govt.nz/community/hutt-city-council-to-apply-to-become-living-wage-accredited-employer/>

#### **What costs are involved with maintaining this certification?**

In November 2022, Hutt City Council paid \$3000 for the Living Wage Employer Accreditation annual licence.

#### **What were the upfront costs of becoming accredited?**

Hutt City Council paid \$1500 GST inclusive for the 2021 annual accreditation fee.

#### **Provide copies of any contracts signed, any other applicable conditions or criteria your council must abide by as part of accreditation**

We have interpreted this part of your request as excluding Hutt City Council staff employment contracts that were modified following accreditation (for example, to reflect increased wages).

The criteria for Living Wage Accredited Employers is available on the Living Wage Aotearoa website (see [www.livingwage.org.nz/](http://www.livingwage.org.nz/)), and a copy of Hutt City Council's Living Wage Employer Accreditation licence is attached.

You have the right to seek an investigation and review by the Ombudsman of this response. Information about how to make a complaint is available at [www.ombudsman.parliament.nz](http://www.ombudsman.parliament.nz) or freephone 0800 802 602.

Please note that this response to your information request may be published on Hutt City Council's website. Please refer to the following link: [www.huttcity.govt.nz/council/contact-us/make-an-official-information-act-request/proactive-releases](http://www.huttcity.govt.nz/council/contact-us/make-an-official-information-act-request/proactive-releases)

Yours sincerely

A handwritten signature in black ink, appearing to read 'Susan Sales', written in a cursive style.

Susan Sales

**Senior Advisor Official Information and Privacy**



## NZ Living Wage Employer Accreditation License

AGREEMENT INFORMATION	
Agreement between:	
1. Living Wage Aotearoa NZ Incorporated (a registered incorporated society in New Zealand, Incorporated Society Number 2578903) whose registered office is Building 2, Level 2, 646 Great South Road, Ellerslie, Auckland 1051 (“Licensor”)	
2. Company/Organisation name	Hutt City Council
Incorporated and registered in	New Zealand
With registration number	1856
Whose registered office is at	Hutt City Council, 30 Laings Rd, Lower Hutt
(“Licensee”)	

## Background

- A. Living Wage Aotearoa New Zealand (an Incorporated Society registered in New Zealand) (the Licensor) operates and is responsible for the Programme under which employers can apply for Living Wage Employer Accreditation to indicate that the employer has adopted an equitable employment policy in relation to its staff in accordance with the minimum standards set out in this Agreement.
- B. The Licensor has granted the Licensee Living Wage Employer Accreditation and has approved the Licensee to participate in the Programme.
- C. The Trade Marks are for use in connection with the Programme. Accordingly, the Licensee is permitted to use the Trade Marks on the terms and conditions contained in this Agreement.

### 1. Interpretation

#### 1.1 "the Agreement Date"

*the date on which both parties have signed this Agreement being* 2020;

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#### 1.2 "Policy Guidelines"

*the Licensor's policy guidelines (appended) in relation to the Trade Marks, and/or the Programme as amended from time to time;*

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#### 1.3 "Employee"

*all directly employed employees of the Licensee, excluding apprentices or trainees for whom separate policy guidelines are appended;*

#### 1.4 "Fee"

*the applicable fee payable by the Licensee according to the fee structure in Schedule 3;*

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#### "NZ Living Wage"

*the New Zealand Living Wage as set by the Family Centre Social Policy Research Unit or any successor body;*

#### 1.5 "Programme"

*the Living Wage employer accreditation programme run by the Licensor as outlined in this Agreement;*

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#### 1.6 "Trade Marks"

the trade marks set out in Schedule 1 and any marks which incorporate or are confusingly similar to them and any trade marks notified to the Licensee by the Licensor;

1.7 "Term"

*the term commencing on the Agreement Date and continuing until termination under clause 6;*

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- 1.8 To the extent there is any conflict or inconsistency between any of the following, the order of precedence in descending order shall be: the main clauses of this Agreement, the schedules to this Agreement, the annexes to this Agreement, the Policy Guidelines, any other referenced documents.

2. **Licence**

- 2.1 In consideration of the Fee and the Licensee's obligations under this Agreement, the Licensor provides the Licensee with a non-exclusive, non-transferable license to use the Trade Marks for the Term to promote its adherence to the Programme in accordance with the Policy Guidelines.
- 2.2 The Licensee agrees and acknowledges that all intellectual property rights in the Trade Marks and/or in any similar mark or phrase produced in furtherance of the terms of this Agreement belong to the Licensor.
- 2.3 The Licensee shall not use any other trade marks confusingly similar to the Trade Marks and shall not use the Trade Marks as part of its corporate trading name except as authorized under this Agreement.
- 2.4 The Licensee shall comply strictly with any Policy Guidelines and all other reasonable directions of the Licensor regarding the form and manner and application of the Trade Marks. Notwithstanding the Policy Guidelines or any other provision of this Agreement, the Licensee is not forced to use any Trade Marks, and may do so at its sole discretion.
- 2.5 The Licensee shall not willfully do anything that brings the Licensor, the Programme or the Trade Marks into disrepute.
- 2.6 The Licensee undertakes to inform the Licensor if it undergoes change in control by way of ownership.
- 2.7 The Licensor warrants that:
- (a) it owns all the rights in the Trade Marks in New Zealand, it will do all things to obtain, maintain and defend the registration of the Trade Marks during the Term, it is free to enter into this Agreement, and it has the right to grant the Licensee the rights granted in this Agreement; and

- (b) the Licensee's use of the Trade Marks as contemplated under this Agreement will not infringe the rights of any third party.
- 2.8 The Licensor shall indemnify the Licensee against all claims, liabilities and expenses arising out of any claim that the Licensee's use of any Trade Mark infringes the rights of any third party.
- 2.9 The Licensee agrees to comply with:
- (a) the Policy Guidelines current as at the Agreement Date; and
- (b) any new Policy Guidelines, or changes to existing Policy Guidelines, within four months of written notice of such new or changed Policy Guidelines from the Licensor (or, upon request from the Licensee, such extended period to comply as the Licensor may approve, such approval not to be unreasonably withheld).

### 3. Fee

- 3.1 The Licensee shall pay the Fee in accordance with Schedule 3 and this clause 3.
- 3.2 The Fee shall be paid annually and will be payable within 14 days of receiving a GST invoice from the Licensor.

### 4. Licensee's Obligations

- 4.1 The Licensee shall, where applicable, meet the milestones set out in Schedule 4.

#### ***Employees In New Zealand***

- 4.2 From the date of this Agreement, and subject to any agreed amendments made to these conditions by the parties from time to time, the Licensee shall for Employees based in New Zealand:
- (a) subject to clauses 4.2.2 and 4.2.3, pay all Employees aged 16 or over not less than the NZ Living Wage; and
- in the event that any change in the NZ Living Wage is published at [www.livingwage.org.nz](http://www.livingwage.org.nz) (official announcement) and subsequently notified to the Licensee (notice):
- (b) notify all affected Employees of the date of their next wage increase within one month of receiving notice of the official announcement, unless the Employees have been previously notified about the date on which they will receive at least the increase in the NZ Living Wage;



- (c) increase the amount which it pays to affected Employees to reflect any increase to the NZ Living Wage, within three months of the date it receives notice an increase in the NZ Living Wage has been officially announced

### **Contractors**

- 4.3 The Licensee shall reasonably endeavor to ensure, to the extent permitted by law, that any of its contractors which supply an employee (other than an apprentice or intern) who provides a service to or on behalf of the Licensee on a regular and on-going basis on:
- (a) the Licensee's premises; and/or
  - (b) property owned or occupied by the Licensee (including where the Licensee is a tenant and is provided building-related services through a Lease); and/or
  - (c) land which the Licensee is responsible for maintaining or on which is it required to work

shall adopt no less than the measures set out in clause 4.2 in relation to such individuals as if they were the Licensee's Employees in respect of that contractor's employee's work for the Licensee.

### **Sub-Contractors**

- 4.4 The Licensee shall reasonably endeavour to ensure, to the extent permitted by law, that any of its contractors which supply any employee from a sub-contractor who provides a service that falls within the parameters of clause 4.3, adopt no less than the measures set out in clause 4.2 in relation to such individuals as if they were the Licensee's Employees in respect of that employee's work for the Licensee.

## **5. Records and Compliance**

- 5.1 The Licensee undertakes to provide the Licensor on reasonable written request no more than once annually such information and in such form as the Licensee (in its sole discretion) considers appropriate (having regard, without limitation, to the Licensee's privacy, confidentiality and other legal and commercial considerations) for the purposes of satisfying the Licensor that the Licensee is complying with its obligations under clause 4. Such information may be an attestation letter provided to the Licensor, confirming that the Licensor is complying with its obligations.
- 5.2 If the Licensor (acting reasonably and in good faith) is not satisfied with the information provided by the Licensee under clause 5.1 or has good reason to doubt whether the

Licensee is complying with its obligations under clause 4, the Licensor shall be entitled to request (in writing) that the Licensee provides further information that clause 4 is being complied with. If, within 10 days of the written request, the Licensor (acting reasonably and in good faith) is not satisfied with the further information provided (if any) or still has good reason to doubt whether the Licensee is complying with its obligations under clause 4, it may terminate this agreement on two months written notice. The Licensor shall not, without the prior written approval of the Licensee:

- (a) Contact and meet with any trade unions representing the Licensee's or its contractor's employees in order to establish that the Licensee and/or its contractors have complied with the obligations in clause 4; or
- (b) Contact and meet with the Licensee's employees and/or contractors in order to establish that the Licensee and/or its Contractors have complied with the obligations in clause 4.

5.3 To avoid doubt, nothing in this Agreement requires the Licensee to provide to the Licensor a list of its employees or contractors or any of its employment agreements or agreements with its contractors. If the Licensee does provide any such information to the Licensor, the Licensor shall hold that information strictly in accordance with clause 13 (*Confidentiality*).

## 6. Termination

6.1 Either party may terminate this Agreement upon written notice effective immediately if:

- (a) the other party has committed a material breach of this Agreement and that breach is not capable of remedy, or where such a breach is capable of remedy the other has failed to remedy such breach within 28 working days of receiving notice specifying the breach; or
- (b) the Programme ceases or is withdrawn or is modified.

6.2 Notwithstanding clause 6.1, the Licensor may terminate this Agreement in accordance with clause 5.2, or upon written notice effective immediately if:

- (a) the Licensee ceases or threatens to cease complying with clause 4 or such other terms as the Licensor may reasonably stipulate from time to time as applying to all licensees of the Trade Marks;
- (b) the Licensor and/or the trustees of the Licensor in their sole discretion consider that any action taken by the Licensee brings or may bring the Licensor and/or any of its affiliates, members or group organisations, the Programme or the Trade Marks into disrepute;
- (c) the Programme ceases or is withdrawn or modified.

6.3 Either party may terminate this Agreement without cause at any time upon 3 month's written notice.



## 7. **Consequences of Termination**

7.1 On termination of this Agreement under clause 6.3 or by the Licensee under clause 6.1 the Licensee shall:

- (a) within one month of the termination date cease all use of the Trade Marks on any materials in electronic form including on any websites or social media platforms;
- (b) within six months of the termination date cease all other use of the Trade Marks including on printed materials and at the request of the Licensor either return or destroy all the materials bearing the Trade Marks; and
- (c) immediately cease to print any materials bearing the Trade Marks.

7.2 The Licensor shall refund the Fee pro-rata in respect of the period of time in which the Licensee is no longer entitled to use the Trade Marks.

7.3 On termination of this Agreement by the Licensor under clause 6.1 or 6.2 by the Licensor the Licensee shall:

- (a) within one month of the termination date cease all use of the Trade Marks; and
- (b) at the request of the Licensor either return or destroy all the materials bearing the Trade Marks.

7.4 To avoid doubt, Licensee's requirements to cease use of, return and/or destroy, materials bearing the Trade Marks, do not apply to materials (in any form) that by their nature should continue to bear the Trade Marks (for example, without limitation, any annual reports or letters issued prior to termination).

7.5 On termination of this Agreement for any reason, the Licensor will (at the Licensee's discretion) return to the Licensee or destroy all Confidential Information or other secret or proprietary information of the Licensee (including all copies in whatever form of any such information) and undertake not to use that information for any purpose.

## 8. **Assigning and Sub-Licensing**

The Licensee shall not assign, charge, licence, sub-licence or otherwise part with possession of the benefit or burden of this Agreement without the prior written consent of the Licensor.

9. **Non-Waiver**

No failure or delay on the part of either party to exercise any right or remedy under this Agreement shall be a waiver of such right or remedy.

10. **Variation**

This Agreement may only be amended in writing signed by authorized representatives of the Licensor and Licensee.

11. **Entire Agreement**

This Agreement together with the documents and any other agreements referred to in it represents the entire agreement between the parties concerning the subject matter of this Agreement, and supersedes all prior agreements, arrangements, negotiations and/or understandings between the parties.

12. **Jurisdiction**

The validity, construction and performance of this Agreement shall be governed by the laws of New Zealand and shall be subject to the exclusive jurisdiction of the New Zealand courts.

13. **Confidentiality**

13.1 The Licensor must hold and maintain the Licensee's Confidential Information in strict confidence and as a trade secret of the Licensee. The Licensor may not, without the prior written consent of the Licensee, use any Confidential Information of the Licensee except in the performance of its obligations and exercise of its rights under this Agreement or disclose any Confidential Information to a third party, except where such Confidential Information:

- (a) already is, or becomes, public knowledge other than as a result of a breach of this Agreement; or
- (b) is required to be disclosed by law.

13.2 The Licensor will not enter into any discussions with or make any statement to the media at any time whatsoever in relation to any matter arising in connection with the Licensee's Living Wage Employer Accreditation without the Licensee's prior written approval.

13.3 The restrictions contained in this clause will continue to apply after the expiration or termination of this Agreement.

13.4 The Licensor undertakes that, if it is aware, or has reasonable grounds to suspect, that a privacy breach has occurred with regard to any of the Licensee's Confidential Information,

it will notify the Licensee as soon as practicable and provide the Licensee all assistance and cooperation required by the Licensee in connection with the breach (or suspected breach).

13.5 In this clause 13 **Confidential Information** means:

- (a) information regarding the business or affairs (including any trade secrets, proprietary, financial position, and/or internal management information or data, policies or strategies) of either party;
- (b) the subject matter, and the terms and conditions and all other documents forming part of this Agreement;
- (c) information acquired by the Licensor in anticipation of, or in connection with, the performance of this Agreement in circumstances that can reasonably be taken to indicate such information is confidential, (including without limitation, all analysis, compilations, notes, memoranda, correspondence, records and/or studies);
- (d) all personal information (as defined in the Privacy Act 1993 and any successor legislation); and
- (e) all information and data relating to a **Hutt City Council** customer, client, employee or contractor.

14. **Force Majeure**

14.1 Neither the Licensor nor the Licensee will be in breach of this Agreement by reason of any delay or non-performance of obligations under this Agreement to the extent that such delay or non-performance was caused by any act or event beyond the reasonable control of that party and not from the insolvency of that party (a **Force Majeure Event**). If a Force Majeure Event occurs, the affected party will notify the other of the nature and extent of the event delaying or preventing the performance of its obligations under this Agreement, the likely duration of that non-performance and what steps are being taken to minimise the impact of the Force Majeure Event.

14.2 If a party is unable to perform any obligations under this Agreement for 20 days or more due to a Force Majeure Event, the other party may terminate this Agreement immediately by giving notice in writing.

15. **Notices**

15.1 Any notice or request to be given under this Agreement (**Notice**) must be in writing and either sent by post or by e-mail to the registered office address or email address, as applicable, set out on the signing page of this Agreement, to the attention of that party's designated relationship manager set out on the signing page of this Agreement (subject to change from time to time as notified). A Notice will be deemed to have been served:

- (a) if posted, 2 Business Days after posting; and
- (b) if sent by email, at the time specified in the email transmission which was not returned as undeliverable or as containing any error.

16. **Counterparts**


- 16.1 This Agreement may be executed in counterpart copies. All executed counterparts constitute one document.

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**Schedule 1**

**Trade Marks**

IP Number	Type	Mark	Goods and Services
980869	Word	"LIVING WAGE EMPLOYER"	16, 25, 35, 36 and 39
980872	Combined	 The logo features a blue circle with the text "Living Wage" in white, "EMPLOYER" in white below it, and "Aotearoa New Zealand" in red at the bottom. To the left of the circle are five orange circles of varying sizes arranged in an arc.	16, 25, 35, 36 and 39



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Schedule 2

BRANDING GUIDELINES

<p><b>1. Living Wage Employer Trademark</b></p> <p>The standard version of our logo, which should be used in most instances, should be used as supplied to you on accreditation. It is rendered in blue, with the outer circles in 5 tints of orange progressing from dark to light, left to right.</p> <p>In rare or special instances, we will create a unique variation of our logo, which you might see on social media and other places. Variations of this sort should never be created by anyone but Living Wage Movement team.</p> <p><i>The cmyk and rgb colours for the logo will be sent on request</i></p>	 <p>The logo features a central blue circle with the text "Living Wage" in white, "EMPLOYER" in white below it, and "Aotearoa New Zealand" in orange at the bottom. To the left of the blue circle are five orange circles of varying sizes, arranged in a semi-circle from top to bottom, with the largest at the top and the smallest at the bottom.</p>
<p><b>2. Living Wage Employer Trademark Grayscale</b></p> <p>The grayscale version of our logo should, if possible, be used less often than the standard blue/orange version.</p>	 <p>The grayscale version of the logo, where the blue circle is gray and the orange circles are black.</p>
<p><b>3. Wordmark</b></p> <p>The wordmark can be used by accredited Living Wage Employers to describe their organizations status as an accredited employer; in conjunction with the logo or without.</p>	<p><b>Living Wage Employer</b></p>

Schedule 3

**ANNUAL LICENCE FEE STRUCTURE 2021**

Charity/Community	
Number of Employees	Fee \$
0 to 5	\$ 100
6 to 19	\$ 150
20 to 49	\$ 250
50 to 99	\$ 350
100 plus	\$ 500

Public Sector/Government	
No. of Employees	Fee \$
0 to 19	\$ 250
20 to 99	\$ 500
100 to 249	\$ 1,000
250 to 999	\$ 1,500
1000 plus	\$ 2,000

<b>Business</b>	
<b>No. of Employees</b>	<b>Fee \$</b>
0 to 5	\$ 250
6 -19	\$ 375
20 to 49	\$ 500
50 to 99	\$ 1,000
100 to 249	\$ 2,000
250 to 999	\$ 3,000
1000 to 2500	\$ 4,000
2500 plus	\$ 7,500

The Living Wage Movement Governance Committee requests that businesses that can afford to pay more to support this important programme, consider a non-mandatory donation for our accreditation administration.

<b>No of Employees</b>	<b>Donation Amt \$</b>
100 - 249	\$ 1,000
250 - 449	\$ 1,500
500 - 999	\$ 2,000
1000 +	\$ 2,500

**Schedule 4**

**Milestones**

	<b>Milestone</b>	<b>Target Date Using Reasonable Endeavours</b>	<b>Final Delivery Date</b>
	<b>NZ Wage Proposal sent to ANZ VP &amp; GM for approval - this will see all NZ staff on at least Living Wage \$22.75</b>	<b>Sent Oct 21</b>	<b>1 Dec 21</b>

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LICENSEE RELATIONSHIP MANAGER CONTACT DETAILS			
The Living Wage Movement will not share your details with anybody else			
Title	Mr <input type="checkbox"/>	Ms <input type="checkbox"/>	Miss <input type="checkbox"/> Mrs <input type="checkbox"/> Other (please specify)
Name	Peter Cameron		
Job title	Head of Procurement		
Address	Private Bag 31-912, Central Hutt Lower Hutt, Wellington	Postcode	5040
Phone number	029 6500 175	Email address	peter.cameron@huttcity.govt.nz
<b>How should your organisation's name appear on any public lists and on your Living Wage Employer plaque:</b>			

LICENSOR RELATIONSHIP MANAGER CONTACT DETAILS			
Title	Mr <input type="checkbox"/>	Ms <input type="checkbox"/>	Miss <input type="checkbox"/> Mrs <input type="checkbox"/> Other (please specify)
Name			
Job title			
Address		Postcode	
Phone number		Email address	

Signed	
Print name	
On or behalf, of	
Date	
Signed	
Print name	
On or behalf, of	Living Wage Movement Aotearoa New Zealand
Date	



# APPENDICES

## Living Wage Employer Accreditation Policy

1. The criteria for an Accredited Living Wage Employer<sup>1</sup> are as follows:
  - a. All directly employed workers are on the current Living Wage prior to accreditation  
“Directly employed” means that workers employed by a business/organisation in an employer/employee relationship
  - b. All indirectly paid workers employed by contractors, delivering a service to the business/organisation on a regular and on-going basis<sup>2</sup>, are either on the current Living Wage or on milestones agreed as part of the License
  - c. Employers have provided workers with access to a union in accordance with their legal requirements<sup>3</sup>, and
  - d. Employees’ terms and conditions have not been reduced in order to meet the current Living Wage rate.  
  
An example of this may be the reduction of hours or other benefits in order to pay for the cost of delivering the Living Wage.
2. The Living Wage Employer Accreditation will remain valid for the same period as the NZ Living Wage Employer Accreditation License agreement remains in force.
3. The Living Wage Employer must implement the new Living Wage rate within five months of the release of the new rate or otherwise in accordance with the terms of its NZ Living Wage Employer Accreditation License agreement in order to continue to be a license-holder.

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<sup>1</sup> The words “Living Wage Employer” refer to any franchiser and its franchisees i.e. a Living Wage franchiser must ensure all franchisees are also meeting the criteria for a Living Wage.

<sup>2</sup> The intention of this clause is to at least cover cleaners and others coming in to the workplace to do regular work. It would generally apply to work done on the premises but some contracting out is not necessarily on the premises (e.g. book-keeping, deliveries) and could be taking place in other workplaces or in the home. In some cases the workplace is not a building and the contracted work could be out in the community (e.g. construction, home care, truck-driving). Wider procurement issues such as contracts the employer has with printers, telecommunication providers, electricity retailers and so on, would need to be addressed on a case-by-case basis. For the purposes of this provision they are not considered “regular and on-going” and would not be a requirement of accreditation.

<sup>3</sup> There is a current requirement in law to provide union access (Employment Relations Act 2000 s20). Accreditation will seek confirmation that this has been acted upon and that where there is a current relationship with a union that this union has been notified.

## **Policy on Trainees and the Living Wage**

Trainees for the purposes of Living Wage accreditation are defined as those undertaking NZQA qualifications to a minimum of a Level 3 NZQA Certificate or above and who are receiving their training in order to meet the requirements of their job.

The Training Rate will apply for a period of 12 months, or 1040 hours of work, whichever is the lesser. After this period the full Living Wage rate must apply.

The employer will pay all costs associated with the worker getting that qualification, including course costs, and leave required to complete the qualification.

The trainee, as prescribed above, may be employed on 90% of the current Living Wage. If the above criteria are not met the Living Wage rate will apply.

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## **Union Notice of Accreditation Policy**

There is a current requirement in law to provide union access (Employment Relations Act 2000 s20). The Accreditation Advisory Board will seek confirmation that this has been acted upon and that where there is a collective agreement in place or where a union has a known direct interest in the employer, that this union has been given at least seven days' notice that the Employer is about to become a living wage accredited employer.

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