

## Memorandum of Understanding ("MoU")

### Parties

**Valuer-General (VG)** is an officer of the Crown working within LINZ.

**New Zealand Institute of Valuers (NZIV)** is a body corporate with a place of business at 69 The Terrace, Wellington.

(together, the **Parties**)

### Background

- A** The Valuers Act 1948 (the **Act**) provides for the registration of land valuers, the establishment of the NZIV and related matters.
- B** The Valuers Registration Board (**VRB**), also constituted under the Act, performs functions relating to the registration of suitably qualified persons as Registered Valuers and the regulation of those persons once registered.
- C** The VG is appointed by the Crown and performs a range of functions on its behalf, including the investigation of complaints against Registered Valuers under the Act.
- D** The NZIV is established under the Act with functions that include to promote and encourage ethical conduct among valuers generally and the investigation of complaints against individual Registered Valuers.
- E** Accordingly, each party has a statutory role in the regulation of Registered Valuers and a common interest, as investigating parties, in the efficient and robust determination of complaints against Registered Valuers.
- F** The Parties wish to co-operate to ensure the application of best practice processes and adherence to natural justice principles in the performance of their respective roles under the Act as set out in more detail below.

### 1 Framework

- 1.1 Each party acknowledges the other has a range of powers, functions, and obligations under statute and otherwise. Nothing in this MoU shall limit the ability of any party to act as necessary to perform its functions or obligations or to exercise any statutory or regulatory powers.
- 1.2 This MoU is intended to be facilitative and to assist the Parties in the performance of their respective roles and functions. It is not intended to create legally enforceable rights or obligations.

### 2 Information available to the profession and the public

- 2.1 The Parties agree that Registered Valuers and members of the public should have access to consistent information regarding the complaints process.

- 2.2 The Parties will, to the extent applicable to each of them, co-ordinate the information about the complaint process that they make available to the public (for example through their respective websites) and use all reasonable endeavours to ensure such information is aligned and accurately reflects the complaints process and their roles within it.

### **3 Complaints against Registered Valuers**

- 3.1 The Parties set out below the general process for the handling of complaints against Registered Valuers (prior to any decision by the VRB under the Act to hold an inquiry into the complaint):

- (a) all complaints are received (and acknowledged as received) by the Registrar of the VRB on behalf of the Board. The registered valuer is also notified of the complaint;
- (b) ~~each complaint shall be referred to the NZIV (to the attention of the Chair of its Professional Conduct Committee (PCC));~~
- (c) where the complaint alleges improper, unethical or incompetent conduct by a Registered Valuer in the performance of his or her duties, and the complaint is not referred back for investigation by the VG in accordance with 3.1(d) below, the NZIV shall investigate the complaint and report in writing to the VRB;
- (d) where the complaint makes allegations of any other kind (for example under s. 31(a) or (b) of the Act), or the PCC otherwise considers it necessary or desirable for the complaint to be investigated by the VG, NZIV shall refer the complaint back to the VG who shall investigate and report in writing to the VRB;
- (e) the investigating party (whether the NZIV or the VG) shall inform the complainant and the Registered Valuer, as soon as reasonably practicable, that it is investigating the complaint and provide both the complainant and the valuer with information concerning the expected process and timeline of the investigation;
- (f) the investigating party shall investigate the complaint and prepare a confidential report in writing to the VRB setting out the details of that investigation;
- (g) where an inquiry is convened the complaint shall be prosecuted by the investigating party in accordance with s. 32(5) of the Act.

- 3.2 The Parties will endeavour to investigate any complaint referred to them, and provide a report to the VRB, no later than nine months after they receive the complaint. Any decision by NZIV to refer a complaint back for investigation by the VG shall be made no later than two weeks from the date the complaint is received by the Chair of the PCC.

- 3.3 The Parties will prepare, document and implement appropriate processes for the proper identification and management of conflicts of interest.

### **4 Cost of complaints handling and prosecutions**

- 4.1 The cost of complaints handling is included within the registration fee paid by Registered Valuers to the VRB annually.
- 4.2 The costs incurred by NZIV in relation to the investigation and prosecution of a particular complaint shall, within a reasonable time following receipt of an invoice from them for such costs, be reimbursed by the VRB.

## **5 Meetings**

- 5.1 The parties will establish protocols to meet to discuss matters of mutual interest including, but not limited to, the matters addressed in this MoU. The Parties expect that such protocols would involve meeting at least twice a year.

## **6 Continuing professional education**

- 6.1 The Parties acknowledge their interest in the ongoing professional development and education of Registered Valuers. They have a common interest in enhancing an understanding by Registered Valuers of their Code of Ethics and the professional standards applicable to their work.
- 6.2 The Parties will consult and share relevant information to enable them to coordinate their efforts to enhance the professional development and education of Registered Valuers

## **7 Consistency of complaints processing and documentation**

- 7.1 The Parties will co-ordinate to produce a template for the lodging of a complaint about a Registered Valuer and information for the public and valuers regarding the complaints process and its potential outcomes, including a flowchart to show the expected steps from receipt of a complaint to its determination
- 7.2 The Parties will consult from time to time to ensure the correspondence and reports produced by them during the course of an investigation are clear and consistent.

## **8 Confidentiality**

- 8.1 For the purposes of this clause 8, '**Confidential Information**' means, in respect of a Party, all information relating to the other party's operations, business or members, other than information that:
- (a) is in or comes into the public domain through no fault of the relevant party or any of its officers, employees, agents or contractors;
  - (b) was and can be demonstrated to have been, lawfully in the relevant party's possession or known to the relevant Party before its disclosure; or
  - (c) is disclosed to the relevant party by a third party having no obligation of confidence in relation to that information.
- 8.2 Each party agrees:
- (a) to keep confidential all Confidential Information; and
  - (b) to use the Confidential Information solely for the purposes for which it was provided to them.
- 8.3 Nothing in this clause will prevent the disclosure of information that is required to be disclosed by law.
- 8.4 The Parties will abide by all relevant privacy obligations and legislation and not disclose any personal information which it is not permitted to disclose to the other Party, or which the

disclosure of, would amount to a breach of any privacy obligations or legislation that apply to that Party.

## **9 Termination**

- 9.1 This MOU will continue in full force and effect unless and until terminated in the following manner:
- (a) by agreement of all of the Parties;
  - (b) by any Party on not less than three months' written notice to the other Party; and
- 9.2 Upon termination of the MOU, the Parties must meet, as soon as practicable, to discuss and in good faith agree a reasonable process by which any (then) current initiatives under this MOU will be completed and/or terminated.

## **10 Contact Person**

- 10.1 Notices or other communications made to in respect of this MOU are to be made to the following contact persons (unless a Party changes its contact person by written notice):

**VG:** Neill Sullivan  
Email: nsullivan@linz.govt.nz

**NZIV:** Roger Gordon  
Email: roger.gordon@telferyoung.com

## **11 General**

- 11.1 This MOU becomes effective when signed by all of the Parties.
- 11.2 Any variation to the MOU must be agreed by the Parties in writing.
- 11.3 No party shall make any public announcement regarding this MOU or its contents without the consent of the other party.
- 11.4 Each party must do everything necessary, or reasonably required by the other Parties, to give effect to this MOU and the initiatives it contemplates.
- 11.5 Each party will bear its own costs in relation to this MOU.
- 11.6 This MOU may be executed in any number of counterparts, and if so the counterparts will be taken to constitute one instrument.
- 11.7 This MOU is governed by and will be construed in accordance with the laws of New Zealand.

Signed for and on behalf of the VG

M. Ameli

Authorised signatory

Date: 19/6/2018

Signed for and on behalf of NZIV

R. B. Fender

Authorised signatory

Date: 15/6/2018

