



NorthTec
TAI TOKERAU WĀNANGA

Northland Polytechnic Council

Schedule of Policies

Policies and procedures for adoption

Council Meeting – 14 October

Agenda item 10(a) – 10 (i) – Resolutions of
Council

NorthTec | Tai Tokerau Wānanga

Northland Polytechnic

Ngā Ihirangi | Schedule of Policies

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Kaupapa here | Conflict of Interest Policy

Mō wai me te whānuitanga | Audience and scope

This is a policy of Northland Polytechnic (NorthTec) (**Provider**). This Policy applies to:

- a) all employees of the Provider, including contracted staff, consultants and secondees providing services for the Provider, and those on fixed-term contracts (collectively referred to as **kaimahi** in this Policy); and
- b) where appropriate, **Ohu Kaitiaki**, which extends to all those operating at a governance level, including Council members and members of council's advisory committees.

Mokamoka whakaaetanga | Approval details

Version number	1.0	Issue date	14 October 2026
Version history		Reason for amendment/s	
Approval authority	NorthTec Council	Date of approval	14 October 2026
Policy sponsor (has authority to make minor amendments)	Director Support Services	Policy owner	Director Support Services
Contact person	Lisa Aubrey	Date of next review	14 October 2028

Ngā whakatikatika | Amendment history

Version	Effective date	Created/reviewed by	Reason for review/comment
1.0	14 October 2026		

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Kaupapa-here | Conflict of Interest Policy

1. Pūtake | Purpose

- 1.1. The purpose of this Policy is to set out the expectation that all conflicts of interest held by kaimahi and Ohu Kaitiaki are identified, declared and managed responsibly, and comply with the legal, ethical and good practice expectations regarding the management of conflicts of interest expected of a public sector organisation.
- 1.2. In the course of our work, kaimahi and Ohu Kaitiaki make decisions on behalf of the public about how to spend public funds. To maintain public trust and confidence, we need to assure the public that kaimahi and Ohu Kaitiaki are making those decisions:
 - impartially
 - in the public interest; and
 - not to benefit their whanau, friends, business associates, or themselves.
- 1.3. In addition to maintaining public trust, application of this Policy is to protect the Provider from perceived, potential and/or actual conflicts of interest and legal, commercial, political, and/or reputational risk.

2. Ngā Mātāpono | Principles

- 2.1. All kaimahi and Ohu Kaitiaki have a professional responsibility to act in a fair and impartial manner in all employment dealings, perform their duties honestly and impartially, and avoid situations which may compromise their professional integrity or lead to conflicts of interest.
- 2.2. Kaimahi and Ohu Kaitiaki are in a position of trust. Accordingly, particular attention needs to be paid to relationships where there is an imbalance of power (which may lead to an abuse of power), intimate and close personal relationships, or the potential for impact on ākonga or less senior kaimahi or Ohu Kaitiaki.
- 2.3. Kaimahi and Ohu Kaitiaki should not participate in processes related to academic progress, assessment, recruitment, selection, promotion, performance appraisal, termination or transfer of any person with whom they have, or have had, a close personal relationship.
- 2.4. Kaimahi and Ohu Kaitiaki enrolled as ākonga have an additional responsibility to model the highest professional conduct as conflicts of interest, or perceptions of conflict, can be common in these situations. Kaimahi and Ohu Kaitiaki enrolled as ākonga must not use their position as a kaimahi or Ohu Kaitiaki (whichever applies) in any way to gain advantage.
- 2.5. Where possible conflicts of interest should be avoided; this includes entering into an intimate relationship or a close personal relationship with other Ohu Kaitiaki, kaimahi, ākonga or stakeholders, particularly where such a relationship might influence your judgement or ability to make impartial or objective decisions.

- 2.6. As part of good public conduct, all decisions made relating to conflicts of interest should be made with a spirit of:
- a) integrity
 - b) impartiality
 - c) accountability
 - d) trustworthiness
 - e) respect
 - f) responsiveness.

What is a conflict of interest?

- 2.7. A conflict of interest (as more fully described in the Definitions - Clause 4 below) can be
- a) Actual - A conflict exists now between your official duties and your personal interests or responsibilities
 - b) Potential - A conflict could happen or is about to happen
 - c) Perceived - A situation where other people might reasonably think a conflict exists
- 2.8. The Provider recognises that conflicts of interest will arise from time to time. Proper disclosure and management of conflicts enables the Provider and kaimahi to remain safe.

Disclosure of conflicts of interest

- 2.9. The Provider expects all kaimahi who hold a conflict of interest to declare that upon commencement of employment with the Provider or as soon as it arises and in accordance with the Conflict of Interest Procedures. All Ohu Kaitiaki who hold a conflict of interest are expected to declare that upon commencement of their role with the Provider or as soon as it arises and in accordance with the Conflict of Interest Procedures. Where a kaimahi or Ohu Kaitiaki is unsure whether something constitutes a conflict of interest, in the interests of transparency they should disclose the conflict of interest.
- 2.10. The Provider expects managers to remain alert to situations which may create a conflict of interest for kaimahi and ensure that the situation is recognised and handled in accordance with this Policy and its associated Procedures.
- 2.11. The Provider expects Ohu Kaitiaki to remain alert to situations which may create a conflict of interest and ensure that the situation is recognised and handled in accordance with this Policy and its associated Procedures.
- 2.12. Where conflicts of interest are disclosed, the Provider will consider the appropriate actions to take in consideration of the principles in 2.6 and accordance with the Conflict of Interest Procedures.
- 2.13. The Provider acknowledges that declarations may involve disclosing personal information. Any information of this nature will be held in line with the Privacy Act 2020 so far as the law allows.

Management of conflicts of interest

- 2.14. Conflict of interest situations will be dealt with as soon as reasonably practicable after they are identified.
- 2.15. Decisions on how to manage a conflict of interest are made in accordance with Conflict of Interest Procedure on behalf of the Provider by:
- for kaimahi, the manager of the kaimahi who holds the interest in consultation with People and Culture as appropriate; and
 - for Ohu Kaitiaki, where the person holding the interest is a Council member, the Council or, where the person holding the interest is a member of an advisory committee, the advisory committee.
- 2.16. The Provider will implement strategies and monitoring procedures for managing a conflict of interest. Kaimahi and Ohu Kaitiaki are required to comply with any such procedures.

Breaches of Policy

- 2.17. Kaimahi and Ohu Kaitiaki are encouraged to report any breaches of this policy to their line manager or Chair (as applicable). Kaimahi and Ohu Kaitiaki may alternatively report a breach of this policy in accordance with the Protected Disclosures (Whistleblowing) Policy.
- 2.18. Breaches of this Policy by kaimahi, including failure to declare a conflict of interest, may result in disciplinary action up to and including dismissal, and, in the case of contractors, termination of the contract and/or legal action being taken by the Provider.

3. Ngā Haepapa | Responsibilities

Role	Responsibilities
All kaimahi	- Declare any conflicts of interest in accordance with this Policy and its related Procedures. - Be alert to any situations where any conflict of interest could exist and declare any further conflicts of interest as soon as they arise. - Where necessary, work alongside their manager to manage a conflict of interest. - Comply with any plans, mitigations or strategies to manage conflicts of interest as directed by their manager.
Managers	- Promote awareness and understanding of the Conflict of Interest Policy and Procedures within their teams. - Ensure their direct reports complete declarations of conflicts of interest in accordance with this Policy and its related Procedures. - Remain alert to situations where the people that they manage or supervise may have a conflict of interest and ensure that the situation is recognised and managed appropriately. - Assess all conflicts of interest in accordance with the Conflict of Interests Procedures to determine whether further action is necessary to manage the conflict.

	• Where necessary, work with the kaimahi concerned to develop a plan to manage the conflict of interest in consultation with People and Culture. • Ensure all conflicts of interests held by kaimahi under their management are recorded in the Conflict of Interests Register, along with notes relating to assessment and decisions to take (or not take) further action to manage conflicts of interest.
People and Culture	• Support managers in managing conflicts of interest for kaimahi. • Maintain the kaimahi Conflict of Interests Register
All Ohu Kaitiaki	• Declare any conflicts of interest in accordance with this Policy and its related Procedures. • Be alert to any situations where any conflict of interest could exist and declare any further conflicts of interest as soon as they arise. • Where necessary, work alongside Council or committee members (as applicable) to manage a conflict of interest. • Comply with any plans, mitigations or strategies to manage conflicts of interest as determined by their fellow Council or committee members (as applicable).

4. Ngā Tikanga | Definitions

Term	Definition
Conflict of Interest	A conflict of interest is where the responsibilities you have as kaimahi or Ohu Kaitiaki overlap with some other interest you have in your private life. That other interest could be a non-financial interest such as a relationship (family, friends, acquaintances), a financial interest (role in another organisation, or a business interest as a shareholder, partner, director or owner) or other personal commitments or responsibilities. They may also include the interests of whānau or friends if those interests overlap with your own professional duties. It is any situation where your independence, objectivity or impartiality could potentially be doubted or challenged, even if you have no intention of acting improperly.
Financial conflict	A financial conflict of interest is any situation where you stand to gain or lose financially from a decision you are asked to make. A financial interest means anything of monetary value, including but not limited to: • Salary or payment for services (for example: consulting fees and honoraria) • Equity interests (for example shares, share options and other ownership interests) • Gifts • Allowances, forgiveness of debts, interests in real estate, or personal property, dividends, rents, capital gains; and • Intellectual property rights (for example: patents, copyrights and royalties from these rights). These interests can be direct (you will gain or lose personally) or indirect (a person close to you will gain or lose).
Non-financial conflict	A non-financial conflict of interest is any situation where you are not affected financially by a decision but are affected in some other way that might make you biased or appear to be biased. A non-financial conflict of interest might arise, for example, from a family relationship, friendship, or any other sort of personal relationship, or if you are involved with another organisation outside of the Provider.
Conflict of roles	A conflict of roles can arise in any situation where you are a decision-maker for two different organisations about the same matter. The question you need to consider is not so much whether your interests conflict, but whether the interests of the two organisations you work for do.
Abuse of power	Abuse of power is where someone uses their position of power or authority in an unacceptable manner. Abuse of power can take various forms and may include, but is not limited to, grooming,

	manipulation, coercion, putting pressure on others to engage in conduct that they do not feel comfortable with.
Close personal relationship	A close personal relationship is a non-intimate relationship but is of a nature where the connection goes beyond a casual acquaintance. Without limiting the types of relationships, examples include: • relatives or close family friends • a relationship of financial dependence • sharing a domestic living arrangement (e.g. a flatting situation).
Intimate relationship	An intimate relationship is a consensual romantic or sexual relationship. An intimate relationship could be brief and includes a one-off or sporadic occurrence.

5. Ngā Hononga ki Tuhinga kē | Links to Other Documents

Ngā Kaupapa-Here e Hāngai ana Related policies • Code of Conduct • Privacy Policy • Protected Disclosures (Whistleblowing) Policy
Ngā Tukanga me ngā Hātepe Processes, procedures • Conflict of Interest Procedures • Conflict of Interest Declaration Form • Privacy Procedures • Protected Disclosures (Whistleblowing) Procedures
Ture whai take Relevant legislation / guidance • Education and Training Act 2020 • Privacy Act 2020 • “Managing conflicts of interest: A guide for the public sector” (a good practice guide published by the Office of the Auditor General under section 21 of the Public Audit Act 2001((June 2020)

Ngā Hātepe | Conflict of Interest Procedure

Mō wai me te whānuitanga | Audience and scope

This is a procedure of Northland Polytechnic (NorthTec) (**Provider**). These Procedures apply to:

- a) all employees of the Provider, including contracted staff, consultants and secondees providing services for the Provider, and those on fixed-term contracts (collectively referred to as **kaimahi** in these Procedures); and
- b) where appropriate, **Ohu Kaitiaki**, which extends to all those operating at a governance level, including Council members and members of council's advisory committees.

Mokamoka whakaaetanga | Approval details

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Ngā Hātepe | Conflict of Interest Procedures

1. Pūtake | Purpose

- 1.1. The purpose of these Procedures is to support the Conflict of Interest Policy by:
 - a) setting out a clear process for how conflicts of interests (perceived, actual or potential) are to be handled by the Provider; and
 - b) guiding managers in deciding how conflicts of interests held by kaimahi are to be managed; and
 - c) guiding Ohu Kaitiaki in deciding how conflicts of interests held by Ohu Kaitiaki are to be managed.
- 1.2. The purpose is also to ensure conflicts of interest are handled in a way that maintains public trust in the Provider, its kaimahi and Ohu Kaitiaki, and to mitigate any legal, commercial, political, and/or reputational risk that may result from those conflicts. A conflict of interest is described more fully in the Definitions section (clause 7 below).

2. Ngā Mātāpono | Principles

- 2.1. As part of good public conduct, all decisions made relating to conflicts of interest should be made with a spirit of:
 - a) integrity
 - b) impartiality
 - c) accountability
 - d) trustworthiness
 - e) respect
 - f) responsiveness.
- 2.2. When a conflict of interest is declared, the Provider will consider whether something should be done to manage that conflict. In doing so, the Provider will have regard to the principles at 2.1, these Procedures and any possible reputational risk arising from how observers might reasonably perceive the situation.
- 2.3. Kaimahi or Ohu Kaitiaki seeking advice on conflicts of interest should contact their line manager or Chair (as applicable). Advice may also be sought from the Provider's legal advisors. People and Culture are also available to provide advice to managers.

3. Tirohanga Whānui | Overview

- 3.1. These Procedures should be read in conjunction with the Conflict of Interest Policy.
- 3.2. All conflicts of interest should be declared as soon as they arise and dealt with in accordance with these Procedures as soon as reasonably practical.
- 3.3. For kaimahi, decisions on how to manage conflicts of interest are made

- a) by their manager. Managers should consult with People and Culture in the application of these Procedures as appropriate.
- b) For Ohu Kaitiaki, where the person holding the interest is a Council member, decisions on how to manage conflicts of interest are made by the Council or, where the person holding the interest is a member of an advisory committee, the advisory committee.

4. Ngā Hātepe | Procedure

PART A: PROCEDURES FOR KAIMAHI

This section applies to all kaimahi.

Declaring an interest

- 4.1. Kaimahi declare conflicts of interest by completing a Conflict of Interest Declaration Form (Appendix A) and submitting it to their manager.
- 4.2. A conflict of interest includes an intimate relationship or a close personal relationship between kaimahi and their colleagues, ākonga or stakeholders particularly where such a relationship might influence a person's judgement or ability to make impartial or objective decisions and may be financial, non-financial or a conflict of roles. Kaimahi must disclose any conflicts of interest, actual, potential or perceived arising from any such relationship.
- 4.3. Kaimahi must complete and submit a Conflict of Interest Declaration Form:
 - a) On commencement of their employment with the Provider
 - b) As part of an annual process where the kaimahi holds a senior leadership position (even if they don't have a conflict of interest)
 - c) Whenever their personal or work situation changes in a way that would or could create a conflict of interest. If there is any doubt about whether a conflict of interest exists, you should still complete and submit a Conflict of Interest Declaration Form
 - d) Where there are significant changes to an existing conflict of interest
 - e) Before becoming involved in a procurement process where the goods or services being procured are valued at \$50,000 or more. For the avoidance of doubt, those "involved in a procurement process" includes:
 - Everyone on the procurement team (including but not limited to kaimahi, contractors, and consultants)
 - All members of the evaluation panel
 - Any consultant asked to advise the procurement team
 - Anyone involved in making a recommendation
 - Anyone involved in approving a recommendation or making an important decision
 - Anyone making a financial approval for the procurement.

- 4.4. Once completed, the Declaration must be submitted to their manager. Declarations will be held on the kaimahi personnel file
- 4.5. If a conflict ceases to exist, kaimahi must notify their manager so that the Interests Register can be updated.

Interests Register

- 4.6. A register of kaimahi conflicts of interests (the “Interests Register”) will be maintained by People and Culture as a record of conflict of interest declarations.
- 4.7. The Interests Register will include notes on the assessment of each conflict of interest and action taken (or not) to manage a conflict of interest.

Managing conflicts of interest

- 4.8. Each conflict of interest situation must be dealt with as soon as reasonably practicable after it is identified.
- 4.9. The Provider will assess conflicts of interest declared to them in accordance with clause 4.10 and determine whether further action is required in order to manage a conflict of interest. In determining this, the Provider will consider:
 - a) the seriousness of the conflict of interest including:
 - the type or size of the conflict of interest held by the kaimahi concerned
 - the nature or significance of the particular decision or activity being carried out by the Provider, in which the kaimahi is involved; and
 - how an impartial observer might reasonably perceive the conflict of interest, whether or not any wrongdoing is involved.
 - b) the level of risk, or perceived risk the conflict of interest gives rise to
 - c) the range of possible mitigation options available, including (but not limited to):
 - no action
 - declare the conflict of interest publicly (taking into account privacy considerations)
 - asking whether all affected parties will agree to the person’s involvement
 - seeking a formal exemption to allow participation (if such a legal power applies)
 - imposing additional oversight or review over the person
 - withdraw from discussing or voting on a particular item of business at a meeting, or taking some other steps to limit influence or decision-making powers (for example, they might not take part in decisions but could still provide advice)
 - exclusion from a committee or working group dealing with the issue
 - re-assigning certain tasks or duties to another person
 - agreement or direction not to do something
 - withholding certain confidential information
 - placing restrictions on access to information (including, if applicable, post-employment restrictions, such as restrictions under a restraint of trade agreement)
 - relinquishing the private interest
 - refraining from having further dealings with a person or organisation.

- 4.10. Where a manager determines that there is an actual or potential conflict of interest that impacts on the kaimahi role, the manager, in consultation with People and Culture, will discuss with the kaimahi the required restrictions on their role to prevent bias or personal gain (perceived, actual or potential) and make a written record about any decision.
- 4.11. Where restrictions are unlikely to avoid a conflict of interest the kaimahi may be offered an alternative position or project within the Provider (temporarily or permanently), or be required to resign from their position (either with the Provider or otherwise), to remove the conflict of interest.
- 4.12. All discussions relating to conflicts of interest will be documented by the manager and a copy of the notes included in the kaimahi personnel file. Decisions made, including a decision to take no further action, must be recorded in the Interests Register.

Secondary Engagements

- 4.13. Kaimahi will not accept other employment, contract, or assignment (paid or unpaid) without the prior written approval of their manager where any of the following may apply:
 - a) the employment, contract or assignment could give rise to a conflict of interest;
 - b) the employment, contract or assignment such work or activity involves paid private coaching or teaching of ākonga enrolled with the Provider;
 - c) kaimahi and/or the Provider are unduly inconvenienced or have their workload increased because of the other employment, contract or assignment;
 - d) such employment, contract or assignment is done at the expense, or to the detriment, of the quality of the performance of the kaimahi's duties with the Provider;
 - e) such employment, contract or assignment may directly or indirectly damage the reputation of the Provider; or
 - f) the kaimahi uses the Provider's resources for the employment, contract or assignment (beyond reasonable and occasional use approved by their manager).
- 4.14. Any application for secondary engagement will be considered in accordance with these Procedures before approval is provided.
- 4.15. The Provider may decline to approve the other employment, contract or assignment where it considers there is a conflict of interest or where the Provider reasonably considers that the effect of the other employment, contract or assignment on the Provider (including kaimahi and ākonga) is or may be detrimental.
- 4.16. Where approval is given:
 - a) The impact on you (and your ability to perform work for the Provider) and those with whom you come into contact, will be monitored by the Provider.
 - b) The arrangement will be reviewed annually, when circumstances change, or at the sole discretion of the Provider. You must actively participate and engage in this review to enable the Provider to assess what impact, if any, the arrangement is having on the Provider, you or those you come into contact with, in the course of performing your duties.
 - c) If any change to the approved arrangement is to occur, or a new arrangement is to commence, you must seek further prior written approval.

PART B: PROCEDURES FOR OHU KAITIAKI

This section applies to all Ohu Kaitiaki.

Obligations under the Education and Training Act

- 4.17. Schedule 11 of the Education and Training Act requires that Council members or Council committee members who have an interest in a matter being considered or about to be considered by the Council or the committee, must disclose the nature of the interest at a Council or committee meeting, as soon as possible after the relevant facts have come to the member's knowledge.
- 4.18. For the purposes of Schedule 11 of the Education and Training Act, a person has an interest in a matter if, and only if, the matter relates to the conditions of service of the person as the chief executive or a member of the kaimahi of the Provider or the person has any other direct or indirect pecuniary interest in the matter.

Declaring an interest

- 4.19. Ohu Kaitiaki must complete and submit a Conflict of Interest Declaration Form:
 - a) On commencement of their engagement with the Provider; and
 - b) As part of an annual declaration process (even if they don't have a conflict of interest).
- 4.20. In addition to the Conflict of Interest Declaration Form required under section 4.19, conflicts of interest will be a standing agenda item at all Council and committee meetings. At the meeting, Ohu Kaitiaki must disclose any updates or changes to their conflict of interest declaration, and any conflicts of interest with any item on the agenda. A disclosure by a Council or committee member must be recorded in the minutes of the meeting.
- 4.21. In addition to the requirements of Schedule 11 of the Education and Training Act, Council and committee members must also disclose any conflicts of interest that would meet the broader definition in the Conflicts of Interest Policy.

Managing conflicts of interest

- 4.22. Each conflict of interest situation must be dealt with as soon as reasonably practicable after it is identified.
- 4.23. The Council or committee member must comply with any strategies and monitoring procedures for managing a conflict of interest determined by the Council or the committee.
- 4.24. Without limiting section 4.23 above, the Council or committee member must not be present during any deliberation, nor take part in any decision, of the Council or the committee with respect to the matter unless the Council or committee otherwise agrees.

Secondary Engagements

- 4.25. Council members are not permitted to undertake consultancies for the Provider in accordance with the Fees Framework (see the Council Fees and Expenses Guide).

5. Ngā Haepapa | Responsibilities

Role	Responsibilities
All kaimahi	• Declare any conflicts of interest in accordance with these Procedures. • Be alert to any situations where any further conflict of interest could exist and declare any further conflicts of interest as soon as they arise. • Where necessary, work alongside their manager to manage a conflict of interest. • Comply with any plans, mitigations or strategies to manage conflicts of interest as directed by their manager.
Managers	• Promote awareness and understanding of the Conflict of Interest Policy and Procedures within their teams. • Ensure their direct reports complete a Conflict of Interest Declaration in accordance with these Procedures. • Remain alert to situations where the people that they manage or supervise may have a conflict of interest and ensure that the situation is recognised and managed appropriately. • Assess all conflicts of interest in accordance with these Procedures to determine whether further action is necessary to manage the conflict. • Where necessary, work with the kaimahi concerned to develop a plan to manage the conflict in consultation with People and Culture. • Ensure all conflicts of interests held by kaimahi under their management are recorded in the Interests Register, along with notes relating to assessment and decisions to take (or not take) further action to manage conflicts of interest.
People and Culture	• Support managers in managing conflicts of interest for kaimahi. • Maintain the kaimahi Conflict of Interests Register
All Ohu Kaitiaki	• Declare any conflicts of interest in accordance with these Procedures. • Be alert to any situations where any conflict of interest could exist and declare any further conflicts of interest as soon as they arise. • Where necessary, work alongside Council or committee members (as applicable) to manage a conflict of interest. • Comply with any plans, mitigations or strategies to manage conflicts of interest as determined by their fellow Council or committee members (as applicable).

6. Ngā Tikanga | Definitions

Term	Means
Conflict of Interest	A conflict of interest is where the responsibilities you have as kaimahi or Ohu Kaitiaki overlap with some other interest you have in your private life. That other interest could be a non-financial interest such as a relationship (family, friends, acquaintances), a financial interest (role in another organisation, or a business interest as a shareholder, partner, director or owner) or other personal commitments or responsibilities. They may also include the interests of whanau or friends if those interest overlap with your own professional duties. It is any situation where your independence, objectivity or impartiality could potentially be doubted or challenged, even if you have no intention of acting improperly, and are confident that you can think and act impartially.
Financial conflict	A financial conflict of interest is any situation where you stand to gain or lose financially from a decision you are asked to make. A financial interest means anything of monetary value, including but not limited to: • Salary or payment for services (for example: consulting fees and honoraria); • Equity interests (for example shares, share options and other ownership interests); • Gifts; • Allowances, forgiveness of debts, interests in real estate, or personal property, dividends, rents, capital gains; and • Intellectual property rights (for example: patents, copyrights and royalties from these rights). These interests can be direct (you will gain or lose personally) or indirect (a person close to you will gain or lose).
Non-financial conflict	A non-financial conflict of interest is any situation where you are not affected financially by a decision but are affected in some other way that might make you biased or appear to be biased. A non-financial conflict of interest might arise, for example, from a family relationship, friendship, or any other sort of personal relationship, or if you are involved with another organisation outside of work.
Conflict of roles	A conflict of roles can arise in any situation where you are a decision-maker for two different organisations about the same matter. The question you need to consider is not so much whether your interests conflict, but whether the interests of the two organisations you work for do.

7. Ngā Hononga ki Tuhinga kē | Links to Other Documents

Ngā Kaupapa-Here e Hāngai ana | Related policies

- Conflict of Interest Policy
- Code of Conduct
- Privacy Policy

Ngā Tukanga me ngā Hātepe | Processes, procedures

-
- Privacy Procedures
- Disciplinary Procedures

Ture whai take | Relevant legislation/guidance

- [Education and Training Act 2020](#)
- <https://oag.parliament.nz/2020/conflicts/docs/conflicts-of-interest.pdf>

Appendix A

Kaimahi Declaration of Conflict of Interest Form

Remember, a conflict of interest is an interest which is sufficient to influence, or appear to influence, the impartial exercise of your official duties or professional judgments and can be:

Actual: you already have a conflict

Potential: a conflict of interest is about to happen or could happen

Perceived: where other people might reasonably think you may not be or are not being objective

When declaring a conflict of interest, please provide as much information as possible. If you have more than one potential conflict of interest, please report each one on a separate line.

I declare the following interests:

Who does the conflict of interest belong to? (e.g. self, whanau member)	What is the nature of the potential conflict of interest? (e.g. financial, non-financial e.g. close/intimate relationship, conflict of roles, shareholding, etc)	Who/what is the other party to the conflict of interest? (Name of organisation, company, person etc.)	Nature of conflict of interest held (e.g., shareholder, beneficiary, board member, close friendship, gift received etc)	Suggested management of existing or potential conflict of interest

I, undertake to make any further declarations detailing any actual, potential or perceived conflicts of interest as soon as they arise while I am a kaimahi of Northland Polytechnic (NorthTec).

I agree to comply with any directions from my manager required to manage any conflict of interest including refraining from any discussion and making any decision related to the conflict of interest and/or any other requirement.

Name

Signature

Date

Record of mitigating actions taken

--



Manager Name

Manager Signature

Date

Submit the completed form to your People and Culture Team to be included in the Conflicts of Interest Register.

Kaupapa Here Mana Tāpae | Delegations Policy

Mō wai me te whānuitanga | Audience and scope

This policy applies to:

- Council members
- Committees of Council
- Chief Executive
- all employees of NorthTec, including contracted staff and secondees providing services for NorthTec, and those on fixed-term contracts (collectively referred to as Kaimahi in this policy).

Mokamoka whakaaetanga | Approval details

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Contact person	Director – Support Services	Date of next review	14 January 2028

Ngā whakatikatika | Amendment history

Version	Effective date	Created/reviewed by	Reason for review/comment
V1.0	14 October 2027	Director Support Services	Adopted for NorthTec as a standalone Crown entity

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Kaupapa Here Mana Tāpae | Delegations Policy

1. Kupu whakataki | Introduction

- 1.1. NorthTec is the trading name of Northland Polytechnic, a polytechnic established under section 315 of the Education and Training Act 2020 by the Education and Training (Northland Polytechnic) Order 2026. NorthTec is a tertiary education institution and a Crown entity for the purposes of section 305 of the Education and Training Act 2020 and section 7 of the Crown Entities Act 2004, to the extent that the Crown Entities Act applies to it under the Education and Training Act. NorthTec is governed by its Council in accordance with the Education and Training Act 2020 and the Constitution of Northland Polytechnic Council Notice 2026. In carrying out its functions, NorthTec must meet the statutory requirements that apply to polytechnics, including those in section 314 of the Education and Training Act 2020, together with applicable Ministerial and Tertiary Education Commission requirements, and must uphold academic freedom and institutional autonomy as provided for in section 267 of that Act.
- 1.2. Council is the governing body of NorthTec. All acts or things done in the name of, or on behalf of, NorthTec with the authority of Council or the Chief Executive (or of a delegate) are to be treated as done by NorthTec.
- 1.3. The functions, duties and powers of the Council are set out in sections 280 to 283 of the Education and Training Act 2020. The Council's power to delegate its functions and powers is set out in section 285 of that Act

2. Pūtake | Purpose

- 2.1. The purpose of this policy is to support accountability and responsibility in decision-making across NorthTec, and to confirm the scope of authority delegated by:
 - a) the Council to its committees and to the Chief Executive, under section 285 of the Education and Training Act 2020, and to the Academic Committee under section 324 of that Act; and
 - b) the Chief Executive to kaimahi across NorthTec, under the authority to sub-delegate granted by the Council.
- 2.2. This policy sets out the parameters within which the Chief Executive must exercise their delegated authority, and the standard of oversight expected of the Chief Executive and management in relation to sub-delegated authority across NorthTec's organisational structure.
- 2.3. References in this policy and the Standing Delegations Register to the Chief Executive include any person directed by the Council to exercise the functions, powers and duties of the Chief Executive while that position is vacant or the Chief Executive is absent.

- 2.4. The specific functions and powers delegated under this policy are set out in the Standing Delegations Register, which forms part of this policy.

3. Ngā Mātāpono | Principles

- 3.1. All delegations at NorthTec flow from Council.
- 3.2. Delegations may be standing or temporary.
- 3.3. Standing delegations confer authority on a position or positions to exercise functions or powers of a particular kind, as and when they arise (for example the power to incur expenses up to a budget limit). These delegations are ongoing and are delegations to the relevant position or positions within NorthTec.
- 3.4. Temporary delegations may be required when there is a need to delegate powers or functions in relation to a specific matter, or between reviews of standing delegations. A temporary delegation may be made for any purpose; to any position; or to any persons. It is expected that temporary delegations would only be in place for as long as it takes to deal with the specific matter, or until the standing delegations can be updated. Where a temporary delegation is required, this may be done via a letter of delegation given by someone with authority to sub-delegate.

Standing delegations to Committees

- 3.5. Pursuant to section 73 of the Crown Entities Act 2004, Council delegates to each Committee of Council those powers and functions specified in Part A of the Register of Standing Delegations. Council may delegate authority to a Committee in relation to any additional matter by way of a resolution of Council to that effect.

Standing Delegations to the Chief Executive¹

- 3.6. Pursuant to section 73 of the Crown Entities Act 2004, the Council delegates to the Chief Executive of NorthTec all management powers and functions necessary for the operation of NorthTec². This includes consent to sub-delegate in the manner set out at paragraphs 5.1 to 5.6 below.

4. Te Whāititanga o tā te Kaiwhakahaere Mātāmua mana tāpae | Parameters of Chief Executive's standing delegations

- 4.1. What is necessary for the "operation of NorthTec" is determined by reference to the strategic direction set by Council as documented in the current Investment Plan of NorthTec and other strategic documentation (**Council's Direction**). The Chief Executive does not have any authority to

¹ Delegations to the Chief Executive shall continue to have effect where: a) the Chief Executive is replaced by a new Chief Executive; or b) there is no Chief Executive for the time being, or the Chief Executive is absent from duty, as if made to the person for the time being acting in place of the Chief Executive.

² This policy document should be read as a written notice to the Chief Executive for the purpose of section 73, Crown Entities Act 2004.

undertake (or permit to be undertaken) any action or transaction that is not aligned with Council's Direction.

- 4.2. The Chief Executive does not have delegated authority in relation to:
- a) any of the functions or powers specified in the Education and Training Act 2020 as not capable of delegation; and
 - b) any matter reserved for Council as set out in Appendix 1. This includes not having any authority to enter into:
 - a) any expenditure or capital commitment or arrangement exceeding the applicable annual budget for NorthTec (except to the extent that Council expressly authorises the Chief Executive to do so);
 - b) any expenditure or capital commitment or arrangement exceeding any sub-limit as shown within the applicable annual budget for NorthTec, in each case, unless the Council provides a separate express authority to do so; and
 - c) undertake and/or approve any action, transaction or activity where the Treasury Policy provides that the Council retains authority to approve that action, transaction or activity.

Consequence where a matter is not within the delegated authority of the Chief Executive

- 4.3. Where a matter is outside the parameters set for the Chief Executive, the matter must be referred to Council for decision making or to such Committee of Council as may have the delegated authority of Council in relation to the particular matter.
- 4.4. Any expenses relating to phone, internet or work from home needs that are outside of the Chief Executive's delegation should be approved in consultation with the Chair and then reported to the next Council meeting.

Exercise of delegated authority

- 4.5. The Chief Executive must exercise their delegated authority in a manner that complies with all policies and procedures of NorthTec and withstands internal and external scrutiny. In addition, the Chief Executive will:
- a) keep the Chair informed of any matter within the parameters of their delegation which could have material ramifications for NorthTec;
 - b) consult with the Chair in relation to the recruitment of any tier 2 kaimahi who will report directly to the Chief Executive;
 - c) seek approval from the Chair for any overseas travel by the Chief Executive; and
 - d) consult with the Chair if they are uncertain as to the scope of their delegated authority and take direction from the Chair prior to exercising the delegated authority.

5. Tō te Kaiwhakahaere Mātāmua Mana ki te Tāpae Mana | Authority of the Chief Executive to Sub-Delegate

Power to sub-delegate

- 5.1. The Chief Executive is authorised to sub-delegate to specific roles across NorthTec pursuant to section 74 of the Crown Entities Act 2004. All delegates must act within the scope of their delegated authority and in a responsible manner.

Conflict of interest

- 5.2. Except with the prior written approval of NorthTec Council, neither the Chief Executive nor any sub-delegate may exercise any delegated authority in relation to a matter where they have a conflict of interest.

Register of Standing Delegations

- 5.3. The Chief Executive is authorised to adopt a register of standing delegations in relation to positions within NorthTec, rather than named individuals. If an individual moves from one position in the organisation to another position, the delegations relating to the initial position no longer apply to that individual. Any delegation to a specified role may also be exercised by the line manager for that role. This policy must be read in conjunction with the current register of standing delegations approved by the Chief Executive.

Scope of Executive delegations

- 5.4. When sub-delegating to members of the Senior Leadership Team, the Chief Executive will ensure that:
- a) the delegation relates only to the functional remit of their role; and
 - b) are sufficient to enable them to make timely and effective decisions about delivery and operations within their areas of responsibility.

Authority to amend or revoke standing delegations

- 5.5. The Chief Executive is authorised to amend or revoke any standing delegations from time to time (without recourse to Council) in so far as they relate to their sub-delegations where they consider this necessary to enhance the efficiency of NorthTec operations or to reflect changes to the organisational structure.

Scope of sub-delegations

- 5.6. A delegate is authorised to take any action or sign any document within their delegated authority but subject to the following:
- a) Delegates must comply with any legal requirements and / or any applicable policies and procedures in relation to entry into the agreement / subject matter of the document (including adherence to conflicts of interest and procurement requirements).

- b) All delegations and authorisations must promote efficiency and effectiveness and provide clear accountability.
- c) The delegation must be exercised within the limits of the relevant approved budget and cost centre. Delegates must not approve expenditure for a cost centre for which they are not responsible, except with the prior written permission of the cost centre owner.
- d) Delegates can further sub-delegate standing delegations where the Chief Executive (or their delegate) authorises this.
- e) Transactions must not be structured to attempt to avoid the financial limits set out in this policy (e.g. by splitting purchases over more than one purchase order, or multiple invoices for a purchase).

For the avoidance of doubt, delegations include the authority to take any other action necessary or desirable to give effect to the decision. For example, an authority to commit to expenditure includes an authority to make payment.

Breach of delegations

- 5.7. Kaimahi who breach this policy will be subject to disciplinary action. Any intentional breach may also lead to criminal charges.

Temporary delegated authorities

- 5.8. Temporary delegated authorities for leave or other purposes may be approved by the following persons:
- a) Any temporary delegation of the Chief Executive's delegated authorities must be approved by the Chair.
 - b) Any temporary delegation of the senior leadership team member's delegated authorities must be approved by the Chief Executive.
 - c) Any temporary delegation of any other kaimahi member's delegated authorities must be approved by the member of the Executive Leadership Team to which they report.
- 5.9. Temporary delegated authorities will be subject to the following restrictions:
- a) Temporary delegated authorities must be in the form of the Template Temporary Delegation Memo. The Memo should be addressed to the approver and must be signed personally by the delegator (electronic signatures may be used).
 - b) The authority may only be exercised for the purpose for which it is made.
 - c) All temporary delegated authorities will be made for a fixed period and, unless renewed, will automatically expire on the conclusion of that fixed period.

- d) Kaimahi may grant temporary delegated authorities to kaimahi members at the same or higher delegated financial authority level, provided that kaimahi are not required to grant temporary delegated authorities to their line manager or Executive member within their reporting line.
- e) The Chief Executive, members of the Senior Leadership Team may grant temporary delegated authorities to kaimahi members at a lower delegated financial authority level. All other kaimahi may not grant temporary delegated authorities to kaimahi at a lower delegated financial authority level.

Interim working delegated authorities

- 5.10. From time to time, it may be necessary for kaimahi to grant interim working delegated authorities to other kaimahi, in order to facilitate approvals within NorthTec's IT platforms. In that circumstance, the delegator will remain responsible for the exercise of the authority and must approve any proposed actions within the relevant IT platform in writing.
- 5.11. Interim working delegated authorities must be approved by the member of the Senior Leadership Team to which the delegator reports.
- 5.12. Interim working delegated authorities must be in the form of the Template Interim Working Delegation Memo. The Memo should be addressed to the approver and must be signed personally by the delegator (electronic signatures may be used).

Assurance in relation to exercise of sub-delegations

- 5.13. It is the responsibility of the Chief Executive and senior management to oversee the exercise of delegations under the standing delegations.
- 5.14. Those with delegated authority are accountable for their use of that delegated authority. Delegated Authority holders must comply with the standing delegations issued by the Chief Executive and all applicable policies and legislation. It is an expectation that those with delegated authority will have proper regard to any standards of accepted practice and the potential risks to NorthTec as a result of each exercise of delegated authority and will seek appropriate advice where necessary and prior to using or committing delegated authority (including obtaining any advice to inform decision making such as human resources, legal and/or financial advice).
- 5.15. Line managers and/or cost centre owners are expected to:
 - a) monitor the exercise of delegations in their area.
 - b) take or recommend action where a delegate acts outside of their delegated authority or exercises that authority in a manner inconsistent with the policies and procedures of NorthTec. Such conduct may be a breach of their employment agreement and may lead to disciplinary action. Any intentional breach may also lead to criminal charges.
- 5.16. Members of the Senior Leadership Team are required to provide annual assurances that the policies of NorthTec have been adhered to and financial controls exercised over the resources of the area for which they hold a budget. These assurances will form part of NorthTec complying with its legislative

compliance assurance requirements under the Public Finance Act 1989, or such other assurance as required by our external auditors.

- 5.17. The efficacy of register of standing delegations will be subject to monitoring by the internal audit function, reporting to the Risk and Audit Committee.

6. Ngā Haepapa | Responsibilities

Role	Responsibilities
Council	- Remain responsible and accountable for the exercise of any delegated function or power - May exercise a delegated power or function at any time - Monitor the performance of their delegates - Revoke any delegations granted at will
Committees of Council	Act in accordance with relevant Terms of Reference and within delegated authority set out in Part A of the Register of Standing Delegations
Chief Executive	- Remain responsible and accountable for the exercise of any delegated function or power - May exercise a delegated power or function at any time - Monitor the performance of all delegates - Revoke delegations at will
Kaimahi	Be aware of: - Any functions and powers delegated to your role; - The limits of your authority to act on behalf of NorthTec; and - The rules, policies and processes relevant to the exercise of your delegations

7. Ngā Tikanga | Definitions

Term	Definition
Committees	means such Committees as established by Council which, at the time of adopting this policy, include: the Risk and Audit Committee. Council may establish further committees (for example for people and remuneration, or wellbeing and safety) and delegate authority to them by resolution
Senior Leadership Team	means the members of the Senior Leadership Team reporting directly to the Chief Executive
Kaimahi	employees of NorthTec, including contracted staff and secondees providing services for NorthTec, and those on fixed-term contracts
members of the Senior Leadership Team	employees of NorthTec appointed to the Senior Leadership Team who report directly to the Chief Executive. All delegations are limited to the functional area for which their role has responsibility.

8. Ngā Hononga ki Tuhinga kē | Links to Other Documents

Ngā Kaupapa-Here e Hāngai ana Related policies Code of Conduct Conflicts of Interest Policy Koha Policy Procurement Policy Expenditure Policy
Ngā Tukanga me ngā Hātepe Processes, procedures Register of Standing Delegations Template Temporary Delegation Memo
Ture whai take Relevant legislation Education and Training Act 2020 Crown Entities Act 2004 Public Finance Act 1989

Tāpirihanga Tahi | Appendix One – Ngā Take Mā te Kaunihera Anake | Matters
 Reserved for Council

Matter	Requirements
Governance	
Govern NorthTec (including, without limitation, approval of the Statement of Intent and Statement of Performance Expectations)	In accordance with the Education and Training Act 2020, the Crown Entities Act 2004 and all relevant legislation, having regard to the Investment Plan, the Charter and the long-term strategic direction set by Council. Approval of Statement of Intent and Statement of Performance Expectations is subject to engaging with Council's Advisory Committees in accordance with the requirements of the Education and Training Act 2020.
Approve the long-term strategic direction and Investment Plan of NorthTec	Council after engaging with Council's Advisory Committees in accordance with the requirements of the Education and Training Act 2020
Approve the budget	Council
Approve the Annual Report and quarterly report	Council
Appoint / reappoint or remove the Chief Executive	On the recommendation of the Council (or a committee established by Council for the purpose)
Monitor and evaluate the Chief Executive's performance	On the recommendation of the Council (or a committee established by Council for the purpose) and or any other feedback received from stakeholders
Set the parameters of delegated authority vested in the Chief Executive	
Recommend to the Minister that a member of Council be removed from office	
Determine Council's annual work plan and all other matters necessary to support the business of Council	
Manage disclosures of interest from Council	In a manner that complies with the Education and Training Act 2020.

Matter	Requirements
Appoint, alter, discharge and reconstitute committees of Council and delegate authority of Council to such committees.	In a manner consistent with the requirements of the Education and Training Act 2020 which requires Council engage with its Advisory Committees on matters relating to strategic direction
Attend to all matters required by NorthTec as a shareholder under the Companies Act 1993 including the incorporation of any new subsidiary or controlled entity or the winding up of any existing entity.	Note: with authority delegated to the Council (or a committee established by Council for the purpose) in relation to the appointment of Directors to subsidiaries and Trustees to Trusts where NorthTec has a power of appointment.
Academic	
Establish an Academic Board and consider advice from the Academic Committee	In accordance with the Education and Training Act 2020 (particularly section 324)
Grant (and rescind) qualifications and awards or delegate the manner in which qualifications and awards are to be granted.	Delegated to Academic Committee
Finance and Contracts	
Approve any matter not within the delegated authority of the Chief Executive including approving any of the matters set out in section 282(4) of the Education and Training Act 2020 unless one of the exceptions set out section 282(5) applies. The matters set out in section 282(4) are as follows: i. selling or otherwise disposing of property assets (land and buildings) or interests in property assets; or ii. mortgaging or otherwise charging assets or interests in assets; or iii. granting leases of land or buildings or parts of buildings; or iv. borrowing, issuing debentures or otherwise raising money	Must have regard to the thresholds determined by section 282(5) of the Education and Training Act 2020 which relates to the ability to: v. sell or otherwise dispose of property assets (land and buildings) or interests in property assets; or vi. mortgage or otherwise charge assets or interests in assets; or vii. grant leases of land or buildings or parts of buildings where the relevant statutory thresholds are exceeded; or viii. borrow, issue debentures or otherwise raise money
Authorising capital expenditure and related contracts where the value of the expenditure exceeds \$1 million over the entire term of the proposed expenditure or contract.	Council
Approve the level of insurance coverage	Council
Approve format of the common seal of NorthTec	Council
Subject to a valid Power of Attorney being issued by Council to a relevant delegated authority holder,	Council



Matter	Requirements
execution of any deeds (which requires the signature of at least 2 members of Council)	

Rēhita Mana Tāpae | Standing Delegations Register

Tirohanga whānui | Overview

This Standing Delegations Register is comprised of schedules that set out specific authorities delegated by:

1. NorthTec Council to its Committees¹ and to the Chief Executive; and
2. the Chief Executive to kaimahi.

This Standing Delegations Register must be applied in accordance with the principles set out in the Delegations Policy and the following procedural requirements:

- a) Where a delegation requires that it be exercised with prior approval from another manager / department or function, that prior approval must be obtained in writing (email will suffice).
- b) Where a delegation requires that it be exercised “in consultation with / on recommendation of” another manager, department or function, this means that there must be an open discussion about the intended course of action with an open mind and a preparedness to change or modify one’s position. It does not require agreement or consent, and the ultimate decision resides with the person to whom authority has been delegated.
- c) All authority limits in these Schedules are exclusive of GST.
- d) All authority limits stated in these Schedules relate to budgeted expenditure unless expressly stated otherwise.
- e) Every delegated authority in the Schedules (excluding that granted to a Committee of Council) may also be exercised by the holder’s manager.

Ngā Wāhanga Mana Tāpae | Categories of Delegated Authority

Some of the delegated authorities in the following schedules are given to particular positions. Other delegated authorities are given to all kaimahi who fall within a particular ‘category’. For the purposes of this Standing Delegations Register, the following categories shall apply:

NorthTec Levels of Delegation	Description	Schedule
Committee of Council	All committees of Council, including Academic Committee but excluding Advisory Committees (who have no decision-making authority).	A
Chief Executive	Chief Executive appointed by Council.	B

¹ As defined in the Delegations Policy

NorthTec Levels of Delegation	Description	Schedule
Executive / Executive Leadership Team (ELT)	Refers to the appointed Directors Where delegations differ between ELT members, the specific role is expressly stated.	C
Chief Executive/Operations Lead	All delegations are limited to matters within NorthTec 's functions and operations and the role holder's area of responsibility. The Chief Executive / Operations Lead may sub-delegate delegated powers to employees within their reporting lines, where appropriate, in accordance with the Delegations Policy and any conditions imposed by the Council.	C
Senior Leaders	Kaimahi with a leadership role who report directly to the Chief Executive/Operations Lead; or Any role expressly approved by the Chief Executive as a 'Senior Leader' for the purposes of these delegations.	C
Managers	Kaimahi holding manager roles that are responsible for a cost centre and/or line management of other kaimahi. This category includes the Principal Advisor to the Chief Executive, with respect to the cost centres controlled by the Chief Executive.	C
Kaimahi	Kaimahi that do not fall within any of the above categories.	C

Ngā whakatikatika | Amendment history

Version	Effective date	Created/reviewed by	Reason for review/comment
V1.0	1 October 2026	Director – Support Services	Establishment of new legal entity

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Schedule A

Tā Te Kaunihera Mana Tāpae ki ngā Kōmiti | Delegation of Authority from Council to Committees²

In accordance with the Delegations Policy, Committees are granted the specific authorities listed below.

A1: Council Delegations to Academic Committee

All delegated authority must be exercised in accordance with the purpose of the Academic Committee as set out in the Terms of Reference as updated from time to time.

Ref	Subject	Description	Objective	Power to Sub-Delegate?
1.	Academic Policies, procedures and framework	To determine policies and operating procedures of NorthTec in relation to learners and academic matters.	Provide assurance and confidence that the quality and academic infrastructure, including policies, procedures and frameworks, are fit for purpose; and approve academic direction, statutes and practices to be applied throughout the organisation to ensure the goals of NorthTec, as set by Council having regard to the Charter and Minister's expectations, are met and continuous improvement is achieved and sustained.	No
2.	Courses/ Programmes of Study (including work-based learning programmes)	To approve new courses and programmes, review and approve changes to existing courses and programmes, and approve the withdrawal/closure or suspension of existing courses or programmes. To seek approval/accreditation of programmes by external bodies. ³	Provide and facilitate strategic direction and thought leadership on a range of education matters, including innovation, teaching and learning, and applied research and scholarship, with oversight of funding allocation, planning and ethics.	No

² Further, delegated authority is not granted to any advisory committees of Council.

³ Delegation to be exercised in accordance with NorthTec approved Investment Plan and/or Strategic Plan.

Ref	Subject	Description	Objective	Power to Sub-Delegate?
3.	Courses/ Programmes of Study (including work-based learning)	To approve variations to an individual learner's course/programme of study outside programme regulations.	Provide assurance and confidence: (a) of the effectiveness of teaching, learning and research within the organisation with a focus on outcomes (b) that work-based learning is applied throughout packages of learning developed and delivered by NorthTec (where relevant), contribute to a partnership approach to policies and decisions affecting work-based learning and create space for employers.	Yes
4.	Quality Assurance	To set and monitor the application of NorthTec quality assurance processes for the development and delivery of all courses and programmes (including with respect to learning, teaching, assessment, learner support and learner performance) through quality evaluation, review and reporting processes.	As above.	Yes
5.	Assessment	To approve and release learner results, and recognise credit for assessment (including assessment of prior learning) in accordance with approved academic regulations.	Establish and provide assurance and confidence that the Academic Committee strengthens academic leadership in key areas of focus.	Yes
6.	Research	To set and promote quality standards for research and approve proposals for research from NorthTec kamahi and learners involving human subjects (including learner course work research) and a Maori or Te Tiriti/Treaty of Waitangi dimension.	To conduct research, with a focus on applied and technological research (section 315, Education and Training Act). Teaching and learning is supported by research, evidence, and best practice (Charter, Schedule 13, ETA)	Yes

Ref	Subject	Description	Objective	Power to Sub-Delegate?
7.	Appeals	To: a. receive unresolved learner complaints or appeals that have already been determined (in line with relevant appeals policies and processes); b. support the resolution, settlement and/or withdrawal of such unresolved complaints or appeals; and c. if necessary, make recommendations about policies, procedures, or the provision of services.		Yes
8.	Sub-Committees	To establish any sub-committees as are deemed necessary for the efficient and effective operation of Academic Committee and to make appointments to the same.	Establish and provide assurance and confidence that subcommittees of the Academic Committee strengthen academic leadership in key areas of focus.	No
9.	Incidental	To do anything incidental to the exercise of any of the powers or functions delegated by the Council to the Academic Committee.	The Council delegates to the Academic Committee “matters relating to work-based learning, courses of study or training, awards, and other academic matters”, to “exercise powers delegated to it by the council.” (Education and Training Act 2020, Section 324(2)).	No

Schedule B

Mana Tāpae mai i te Kaunihera ki te Kaiwhakahaere Mātāmua | Delegations from Council to Chief Executive

In accordance with the Delegations Policy, Council delegates to the Chief Executive of NorthTec all management powers and functions necessary for the operation of NorthTec. The following tables describe the specific authorities granted to the Chief Executive.

B1: Financial

Ref	Subject	Description	Power to Sub-Delegate?
(a)	Operating Expenditure Budgeted	To authorise expenditure and sign contracts or purchase orders for operating expenditure within the Council approved budget and where the expenditure aligns with the investment plan (and, to the extent any contract or purchase order has a term extending beyond the annual budget, approve and sign contracts or purchase orders which are likely to involve annual operational expenditure of up to \$1 million (plus GST, if any) in respect of the extended term).	Yes, subject to there being clear limits on thresholds surrounding exercise of the delegated authority.
(b)	Operating Expenditure Unbudgeted	To authorise expenditure over and above Council approved operating budget where: - expenditure is matched or exceeded by unbudgeted operating revenues and the expenditure exceeds approved operating budget by less than \$250,000; or - expenditure exceeds approved operating budget by less than \$150,000, and subject to a requirement to discuss any unbudgeted operating expenditure with the Chair of Council prior to authorising the expenditure or submitting the matter to council for approval.	No
(c)	Capital Expenditure Budgeted	To authorise expenditure and sign contracts or purchase orders for capital expenditure within the Council approved budget and where there is a robust business plan that supports the expenditure which is aligned with the investment plan, up to the value of \$1 million and subject to report back Council for any individual approved proposals over \$100,000.	Yes, subject to there being clear limits on thresholds surrounding exercise of the delegated authority.
(d)	Capital Expenditure Unbudgeted	To authorise individual unbudgeted capital expenditure proposals to an aggregate of up to \$100,000 in any one financial year where that expenditure is not considered to be sensitive and subject to report back requirements to the Council for any individual approved proposals over \$100,000.	No

Ref	Subject	Description	Power to Sub-Delegate?
(e)	Tenders for Capital or Operational Expenditure	To accept a tender for an approved capital or operational expenditure project up to a maximum value of \$1 million, or five percent above the Council approved capital or operating expenditure budget.	Yes
(f)	Sensitive Expenditure	To approve expenses for kaimahi farewells, gifts, NorthTec travel and accommodation (excluding travel by the Chief Executive and Council members) and other sensitive expenditure ⁴ including Koha.	Yes
(g)	Disposal of Assets	To sell or otherwise dispose of a NorthTec asset or an interest in an asset up to the value determined by the Minister of Education. (Delegation to be exercised in accordance with TEC Crown Asset Policy Guidelines.)	Yes
(h)	Fellowships, Scholarships, Bursaries, or Prizes	To grant fellowships, scholarships, bursaries, or academic prizes within the Council approved operating budget.	Yes
(i)	Grants	In exceptional circumstances, to authorise the making of a grant out of the money of NorthTec, on such terms and conditions as the Chief Executive thinks fit, to learners of NorthTec within the Council approved operating budget.	Yes
(j)	Gifts, Devices and Bequests	To accept or disclaim gifts, devices and bequests made to NorthTec whether on trust or otherwise.	Yes
(k)	Fees	To prescribe non tuition fees (including course costs and administration fees) and learner services fees payable by domestic and international learners.	Yes
(l)	Fees (domestic)	To prescribe tuition fees payable by domestic learners.	Yes
(m)	Fees (international)	To prescribe tuition fees payable by international learners.	Yes
(n)	Fee Instalments	To accept instalments for the payment of any fee payable by a learner of NorthTec.	Yes
(o)	Refunds	To approve refunds to learners, whether domestic or international, of all or any part of fees paid or to be paid to NorthTec.	Yes
(p)	Bad debt write off	To write off bad debts (including student debts) up to a maximum amount of \$100,000 per debtor	Yes

⁴ Sensitive Expenditure is all expenses incurred by NorthTec that could be seen as giving some private benefit to any kaimahi in addition to the business benefits NorthTec derives from the expense. It includes expenditure such as gifts or koha to kaimahi or external parties, travel, accommodation, entertainment-related expenditure, and use of NorthTec assets such as vehicles.

B2: Operational

Ref	Subject	Description	Power to Sub-Delegate?
(a)	Provision of Courses/ Programmes of Study	To provide approved ⁵ courses and programmes of study or training	Yes
(b)	Provision of Courses/ Programmes of Study	To impose a limitation on the number of enrolments in any programme or course where necessary because of insufficient kaimahi, accommodation, equipment, and for any other reason where it is necessary for the sound management of NorthTec and its resources (including where there are insufficient work experience places available).	Yes
(c)	Provision of Courses/ Programmes of Study	To withdraw from offer a course or programme where enrolments fall short of that required for the efficient operation of the course or programme or for any other reason where this is necessary for the sound management of NorthTec and its resources.	Yes
(d)	Strategic Planning	To undertake planning relating to the long-term strategic direction of NorthTec and the investment plan ⁶ .	Yes
(e)	Management	To ensure NorthTec is managed in accordance with its approved Investment Plan and Strategic Plan.	Yes
(f)	Management Policies	To determine the management policies of NorthTec in relation to the management of its affairs and the implementation of its approved Investment Plan and Strategic Plan.	Yes
(g)	Manufacture and Distribution of Goods	To arrange for the manufacture of, and distribution (whether by way of sale or otherwise), any article or thing bearing a mark, symbol or writing that is associated with NorthTec	Yes
(h)	Provision of Goods and Services	To arrange for the provision of (whether by sale or otherwise) goods and services to kaimahi or learners of NorthTec or other persons using, or otherwise attending at, NorthTec	Yes
(i)	Urgency	In cases of urgency (for example following a natural disaster or other catastrophe) when it is not possible to call a meeting of the Council, to	No

⁵ Approved by the Academic Committee or delegated authority, NZQA and external validating bodies as required.

⁶ NorthTec Investment Plan and Strategic Plan are subject to final approval by the Council. The Investment Plan is also subject to TEC approval.

Ref	Subject	Description	Power to Sub-Delegate?
		take such actions as are necessary to protect the interests of NorthTec . ⁷	
(j)	Incidental	To do anything incidental to the exercise of any of the functions or powers delegated by Council to the Chief Executive.	Yes

⁷ In the event of an emergency, NorthTec Continuity Plan (as applicable at the relevant time) shall apply to the exercise of any delegations.

B3: Academic

Ref	Subject	Description	Power to Sub-Delegate?
(a)	Enrolment	To admit/enrol learners (including provisionally, <i>ad eundem statum</i> and outside programme regulations) to approved ⁸ courses and programmes. Includes withdrawal of learners from programmes.	Yes
(b)	Refusal and Cancellation of Enrolment	To refuse to permit or cancel the enrolment of ākonga in accordance with section 255(5) of the Education and Training Act, or where the ākonga: a) has breached the relevant Code of Conduct or the conditions of their Training Agreement; b) has a history of unpaid debt with NorthTec; or c) has a history of repeated enrolments, failures, no-shows or other withdrawals.	Yes
(c)	Learner Discipline	To deal with matters relating to learner discipline and impose penalties for learner misconduct, including exclusion of a learner from attendance at NorthTec or any of its classes, or facilities for such time as the Chief Executive deems fit.	Yes
(d)	Granting of Formal Awards	To grant formal awards of NorthTec.	Yes – limited to the Academic Committee
(e)	Granting of Non-Formal Awards	To grant non-formal awards of NorthTec	Yes

B4: Limits on Chief Executive's Delegations

Ref	Subject	Description	Authorised to
a)	Chief Executive leave	Authority to approve leave of more than three days for the Chief Executive.	Limited to Chair of Council
b)	Expenses	Authority to approve Chief Executive's expenses.	Limited to Chair of Council
c)	Expenses	Authority to approve Council members' expenses including overseas travel: – Chair of Council	Limited to Chair Council to members and to the Deputy Chair for the Chair

⁸ Approved by Academic Committee or delegated authority, NZQA and external validating bodies as required.

Ref	Subject	Description	Authorised to
d)	Acting Chief Executive	Authority to direct a member of kaimahi to exercise and perform all or any of the functions, powers and duties of the Chief Executive (including by way of exercising and performing the role of the acting Chief Executive) for a period of up to three months where the Chief Executive is absent from duty or where a vacancy in the position of Chief Executive exists.	Limited to either of the following: a) Chair or acting Chair of Council; or b) Chief Executive (provided that the Chief Executive may only appoint an acting Chief Executive for a period falling within the term of their appointment).
e)	Bank Accounts	Authority to <u>open and close</u> bank accounts in the name of NorthTec at any registered bank.	Limited to: – Chair of Council; plus – Chief Executive; or – Director Support Services
f)	Bank Accounts	Authority to <u>maintain and operate</u> bank accounts in the name of NorthTec at any registered bank.	In line with current bank authorities authorised in writing by Council
g)	Invest Funds	Authority to invest NorthTec funds within statutory requirements.	In line with current bank authorities and Treasury Policy authorised in writing by Council

Schedule C:

Ngā Tāpaetanga a te Kaiwhakahaere Mātāmua ki te Ranga Kaiwhakahaere | Sub-Delegations by Chief Executive to Management

- A. The table below sets out delegated authorities for the positions listed. This includes negotiating and entering into contracts, signing purchase orders or requisitions, entering into verbal commitments within budget, and approving invoices for payment.
- B. Where an authority relates to an expense, it applies to an individual requisition, agreement, purchase order or invoice being approved. All expenditure transactions should involve at least two persons. The approver should be different from the requester.
- C. The dollar limits below apply to the full cost of the item or items being procured. 'Splitting' an order (i.e. arranging for the component parts of an item to be ordered or invoiced as though they are separate items) as a means of staying within delegated authority limits is not permitted and may result in disciplinary action.
- D. Where an [X] is shown in the below tables, this means that there is no delegation.
- E. These delegations are intended to cover financial and operational matters. Except as expressly provided to the contrary in this Schedule.
- F. The Chief Executive may limit or amend the standing delegated authority levels of kaimahi within their reporting line, provided that:
 - i. kaimahi delegated authority levels cannot exceed the delegated authorities specified in this Schedule; and
 - ii. any limitation or amendment of delegated authority levels must be confirmed in writing to the kaimahi, with a copy sent to the Director Support Services.
- G. Where any delegation requires 'prior consultation' with another role, the decision-maker must consider the professional advice and expertise provided by the other role before making a decision. Note that prior approval is not needed from the other role.

Terms used in Schedule

Term	Description
Academic Lead	This refers to the Director Akonga Success and kamahi who are Pathway Manager's.
Enrolment kaimahi	Kaimahi that are employed within, or have responsibility for, ākonga enrolment functions.
Independent Contractor Agreements / Contracts for Service	Agreements where NorthTec is contracting the services of a specified individual, either directly or via their company or other trading entity.
Manager	Within C1: Financial Manager refers to cost centre manager roles within the NorthTec network who hold financial responsibilities and are not otherwise specified within the Register. This category includes the special advisors/Principal Advisor to the Chief Executive, with respect to the cost centres controlled by the Chief Executive. Within C2-C11 (inclusive): Manager refers to roles that have kaimahi line manager responsibilities that are not otherwise specified within the Register.

Schedule of Management Sub-Delegations

Matter being delegated	Chief Executive	Senior Leader	Manager	Kaimahi
a) Budgeted OPEX: To authorise expenditure and sign contracts or purchase orders for operating expenditure within the Council approved budget and where the expenditure aligns with the investment plan. Note that this excludes: - contracts or purchase orders for specified types of expenditure (addressed at C1(a)(i) to (iii) below); and - leases, licences and other agreements relating to use of land or buildings (addressed at C1(x) and (y) below); and - independent contractor agreements (addressed at C1(dd) below).	Up to \$1 million	Up to \$100,000	Up to \$20,000	X
i) To authorise expenditure and sign contracts or purchase orders for software or any other digital product or services.	Up to \$1 million.	Up to \$100,000 (subject to prior consultation with Director Support services)	Up to \$20,000	X
ii) To authorise expenditure and sign contracts or purchase orders for advertising services or campaigns (including promotions)	Up to \$250,000	Up to \$100,000	Up to \$20,000 (marketing roles only)	X
iii) To authorise expenditure and sign contracts or purchase orders for sponsorship arrangements	Up to \$200,000	Up to \$100,000	Up to \$20,000 (External Engagement Manager only)	X
b) Budgeted CAPEX: To authorise expenditure and sign contracts or purchase orders for capital expenditure within the Council approved budget and where there is a robust business plan that supports the expenditure which is aligned with the investment plan.	Up to \$1 million and subject to report back requirements to council for any individual approved proposals over \$100,000	Up to \$100,000 (limited to functional responsibility)	Up to \$25,000	X

Matter being delegated	Chief Executive	Senior Leader	Manager	Kaimahi
c) Tender for CAPEX or OPEX Capital or Operational Expenditure Budgeted - to accept a tender for an approved capital or operational expenditure project.	Up to \$1 million	Up to \$100,000	X	X
d) Sensitive Expenditure - to approve expenses for kaimahi farewells, gifts and other sensitive expenditure ⁹ including Koha. Excludes travel (refer C1(e) and (f)).	Up to \$5,000	Up to \$1,000	Up to \$500	X
e) Approve domestic travel and accommodation (excluding travel by ELT, the Chief Executive and Council members)	Yes	Yes (within Sensitive Expenditure Policy limits)	Yes (within sensitive Expenditure Policy limits)	X
f) Approve International travel	Yes	X	X	X
g) Fellowships, Scholarships, Bursaries, or Prizes - To grant fellowships, scholarships, bursaries, or academic prizes within the Council approved operating budget.	X	X	X	X
h) Grants and Loans - in exceptional circumstances, to authorise the making of a grant or a loan out of the money of NorthTec, on such terms and conditions as the Chief Executive thinks fit, to learners of NorthTec within the Council approved operating budget.	X	X		X
i) Hardship funding – to authorise the grant of hardship funding out of the money of NorthTec, on such terms and conditions as the Chief Executive thinks fit, to learners of NorthTec within the Council approved operating budget	Up to \$5,000	Up to \$1,000	Up to \$750	Up to \$750 (requires joint Kaimahi approval, minimum two) ^X
j) Gifts, Devices and Bequests - to accept or disclaim gifts, devices and bequests made to NorthTec whether on trust or otherwise.	Up to \$20,000	X	X	X
k) Non-Tuition Fees: To prescribe non tuition fees (including course costs and administration fees)	Yes	X	X	X

⁹ Sensitive Expenditure is all expenses incurred by NorthTec that could be seen as giving some private benefit to any kaimahi in addition to the business benefits NorthTec derives from the expense. It includes expenditure such as gifts or koha to kaimahi or external parties, travel, accommodation, entertainment-related expenditure, and use of NorthTec assets such as vehicles (although note that travel and accommodation authorities are provided for separately in C1(e) and (f)).

Matter being delegated	Chief Executive	Senior Leader	Manager	Kaimahi
and learner services fees payable by domestic or international learners ¹⁰ .				
l) Fees (unified programmes): To prescribe tuition fees payable by domestic or international learners on unified programmes.	X	X	X	X
m) Fees (domestic) (Polytechnics): To prescribe tuition fees payable by domestic learners ¹¹ .	Yes	X	X	X
n) Fees (international) (Polytechnics): To prescribe tuition fees payable by international learners ¹² .	Yes	X	X	X
o) Fee Instalments: To accept instalments for the payment of any fee payable by a learner of NorthTec.	Yes	Yes (limited to Director Support Services)	Yes (limited to Finance Managers)	Yes (limited to Credit Controller)
p) Refunds (within policy): To approve refunds to learners, whether domestic or international, of all or any part of fees paid or to be paid to NorthTec.	Yes	Yes (limited to Regional Finance Directors or Academic Leads, or as otherwise permitted under current business division policy)	Yes (as permitted under current business division policy)	Yes (as permitted under current business division policy)
q) Refunds (exceptional): To approve refunds to learners, whether domestic or international, of all or any part of fees paid or to be paid to NorthTec.	Yes	Yes (Director Support Services or Director Akonga Success)	X	X
r) Fee Waivers (exceptional): To approve one-off waivers of all or any part of fees paid or to be paid to NorthTec by domestic or international learners. ¹³	Yes	Yes (Director Support Services or Director Akonga Success)	X	X

¹⁰ Delegation must only be exercised in accordance with TEC requirements and current NorthTec budget guidelines.

¹¹ Delegation must only be exercised in accordance with TEC requirements and current NorthTec budget guidelines. This includes full or partial fee waivers at a programme or course level.

¹² This includes full or partial fee waivers at a programme or course level.

¹³ For the avoidance of doubt, this is limited to one-off waivers for individual learners and includes waiving administration fees, waiving course re-sit fees, waiving the Compulsory Student Services Fee and pro-rata of course fees. This excludes full or partial fee waivers at a programme or course level, which are subject to the delegations for prescribing fees.

Matter being delegated	Chief Executive	Senior Leader	Manager	Kaimahi
s) Funding: Provide and allocate funding	Yes	Yes	X	X
t) Revenue Contracts: Approve revenue agreements (not being TEC funding agreement or a lease or licence of land or buildings) or contracts ¹⁴	Yes	Up to \$20,000	Up to \$10,000	X
u) Approve TEC funding agreements	Yes	X	X	X
v) Entering into new or renewed operating leases and licences, and other contracts relating to use of land or buildings (either as grantor or grantee) ¹⁵	Up to \$500,000 (total value of the contract)	X	X	X
w) Approving rent reviews for existing operating leases and licences, and other contracts relating to use of land or buildings (either as grantor or grantee)	Up to \$500, 000	X	X	X
x) Sale or disposal of land assets or interests in land ¹⁶	Up to \$1 million	X	X	X
y) Sale, write-off or disposal of capital assets (not including leases and licences) ¹⁷	Up to \$500,000	Up to \$50,000 (limited to Director Support Services)	X	X
z) Issuing Purchasing-Cards or Credit Cards to kaimahi	Up to \$10,000	X	X	X
aa) Non-financial contracts and documentation ¹⁸	Yes	Yes	X	X

¹⁴ The contract owner must ensure that NorthTec delivers in accordance with the agreement and that invoices are issued in a timely manner. The agreement is subject to prior approval from Finance business partner.

¹⁵ This delegation excludes short term room or location bookings, which may be approved in accordance with delegated authorities for operational expenditure (C1(a)) or revenue contracts (C1(o)).

¹⁶ Requires NorthTec to seek the approval of the Secretary of Education where the value of the asset exceeds the threshold amount for disposals of assets or interests in assets as determined by the Minister of Education pursuant section 282(5) of the Education and Training Act 2020. The 'value' of the asset or interest may refer to the book value or sale/market value.

¹⁷ Requires the approval of the Secretary of Education where the value of the assets exceeds the threshold amount for disposals of plant and equipment and financial assets as determined by the Minister of Education pursuant section 282(5) of the Education and Training Act 2020. The 'value' of the asset may refer to the book value or sale/market value.

¹⁸ This includes Memorandums of Understanding (MOUs) and confidentiality agreements.

Kaupapa-here | Privacy Policy

Mō wai me te whānuitanga | Audience and scope

This is a policy of Northland Polytechnic (NorthTec) (**Provider**). This policy applies to:

- (a) all employees of the Provider, including contracted staff, consultants and secondees providing services for the Provider, and those on fixed-term contracts (collectively referred to as **kaimahi** in this policy); and
- (b) where appropriate, Ohu Kaitiaki, which extends to all those operating at a governance level, including Council members and members of Council's advisory committees.

Contact Details

The name and contact details for the Privacy Officer will be notified on the Provider's website and staff intranet.

For present purposes, the Provider's Privacy Officer is Director Support Services

Mokamoka whakaaetanga | Approval details

Version number	1.0	Issue date	14 October 2026
Approval authority	NorthTec Council	Date of approval	14 October 2026
Policy sponsor (has authority to make minor amendments)	Chief Executive	Policy owner	Director Support Services
Contact person	Lisa Aubrey	Date of next review	14 October 2028

Ngā whakatikatika | Amendment history

Version	Effective date	Created/reviewed by	Reason for review/comment
1.0	14/10/2026		New entity

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Kaupapa-here | Privacy Policy

1. Pūtake | Purpose

- 1.1. The purpose of this policy is to ensure the Provider complies fully with its obligations under the Privacy Act 2020 (the **Act**), including any applicable codes of practice issued by the Privacy Commissioner under the Act. It is intended to provide high level guidance when using the privacy procedures.
- 1.2. The purpose of the Act is to promote and protect individual privacy by:
 - a) providing a framework for protecting an individual's right to privacy of personal information, including the right of an individual to access their personal information, while recognising that other rights and interests may at times also need to be taken in to account; and
 - b) giving effect to internationally recognised privacy obligations and standards in relation to the privacy of personal information.

This policy should be read in conjunction with the Privacy Procedure and Data Breach response Plan.

2. Ngā Mātāpono | Principles

- 2.1. All Kaimahi and Ohu Kaitiaki must ensure that, when using or dealing with personal information relating to any individual, they comply fully with the Act, including the Information Privacy Principles within the Act (and as also referred to within the Appendix to this policy) and any applicable codes of practice issued by the Privacy Commissioner under the Act. Where Personal Information is being received or collected from outside of New Zealand, it should also be considered whether other privacy/data protection regimes apply.
- 2.2. Kaimahi who are responsible for contractors or consultants working for, or on behalf of the Provider, must ensure that the contractors or consultants understand and comply with their obligations under the Act and the requirements of this policy.
- 2.3. The Privacy Officer is the primary person responsible for engaging with the Privacy Commissioner in relation to privacy matters. This includes responding to compliance notices, cooperating with investigations or complaint proceedings and submitting a notice of any Notifiable Privacy Breach.
- 2.4. The Chief Executive will ensure that at all times the Provider has a duly appointed Privacy Officer. The Privacy Officer will be the first point of contact for any questions and complaints in relation to privacy issues occurring within the organisation.
- 2.5. The Privacy Procedures contain procedural information and the Data Breach Response Plan provides guidance..

3. Ngā Haepapa | Responsibilities

Role	Responsibilities
Chief Executive	a) Ensures the Provider appoints a Privacy Officer.
Executive Leadership Team	a) Ensures procedures and the data breach response plan that support the operation of this policy are reviewed periodically, remain fit for purpose and are compliant with legislation.
Privacy Officer	a) Ensures that personal information held by the Provider is held in accordance with the Act. b) Encourages Kaimahi to comply with the Information Privacy Principles set out in the Act. c) Ensures all within the Provider comply with this policy and the Act. d) Deals with requests made to the Provider under the Act with assistance from the teams that hold the relevant personal information. e) Acts as the point of contact for the Provider with the Privacy Commissioner, including responding to compliance notices and cooperating with investigations or complaint proceedings. f) Upon being notified of a privacy breach, determine whether or not the breach is a Notifiable Privacy Breach and, if so, notifies the Privacy Commissioner and any affected parties. g) Ensures details of the Privacy Officer remains up to date on the Provider's website and staff intranet.
Kaimahi	a) Comply with this policy. b) Promptly reports any privacy breaches to the Privacy Officer in accordance with this policy. c) Assists with requests made to the Provider under the Act, where required. d) Promptly forwards any compliance notices or other correspondence received from the Privacy Commissioner to the Privacy Officer. e) If responsible for engaging contractors or consultants, ensures contractors and consultants understand their obligations under the Act and undertake to comply with this policy.

4. Ngā Tikanga | Definitions

Term	Definition
Information Privacy Principles (IPP)	The information privacy principles prescribed in section 22 of the Act, as also set out in the Appendix to this policy.
Kaimahi	All employees of the Provider, including contracted staff, consultants and secondees providing services for the Provider, and those on fixed-term contracts.
Notifiable Privacy Breach	In accordance with section 112 of the Act, a notifiable privacy breach means a privacy breach that it is reasonable to believe has caused serious harm to an affected individual or individuals or is likely to do so (taking into account the factors set out in section 113 of the Act). The factors set out in section 113 of the Act are: a) any action taken by the agency to reduce the risk of harm following the breach b) whether the personal information is sensitive in nature

	c) the nature of the harm that may be caused to affected individuals d) the person or body that has obtained or may obtain personal information as a result of the breach (if known) whether the personal information is protected by a security measure and e) any other relevant matters.
Ohu Kaitiaki	All those operating at a governance level, including Council members and members of Council's advisory committees.
Personal Information	In accordance with the Act, personal information means information about an identifiable individual and includes information relating to a death that is maintained by the Registrar-General under the Births, Deaths, Marriages, and Relationships Registration Act 1995 or any former Act. For the avoidance of doubt, personal information includes (without limitation) the following types of information: name, age, contact details, images, course of study, IRD number and banking details.
Privacy Officer	One or more individuals appointed in accordance with section 201 of the Act.

5. Reference Documents

- [Privacy Act 2020](#)
- [Official Information Act 1982](#)
- [Office of the Privacy Commissioner website](#)

6. Ngā Hononga ki Tuhinga kē | Links to Other Documents

Ngā Kaupapa-Here e Hāngai ana Related Policies
Ngā Tukanga me ngā Hātepe Processes, Procedures Privacy Procedure Data Breach Response Plan

Appendix

Information Privacy Principles (IPP)

Information privacy principle 1

Purpose of collection of personal information

1. Personal information must not be collected unless:
 - a. the collection is for a lawful purpose connected with a function or activity of the agency; and
 - b. the collection of the information is necessary for that purpose.
2. If the lawful purpose for which personal information about an individual is collected does not require the collection of an individual's identifying information, the agency may not require the individual's identifying information.

Information privacy principle 2

Source of personal information

1. If an agency collects personal information, personal information must be collected from the individual concerned.
2. It is not necessary for an agency to comply with subclause (1) if the agency believes, on reasonable grounds:
 - a. that non-compliance would not prejudice the interests of the individual concerned; or
 - b. that compliance would prejudice the purposes of the collection; or
 - c. that the individual concerned authorises collection of the information from someone else; or
 - d. that the information is publicly available information; or
 - e. that non-compliance is necessary:
 - i. to avoid prejudice to the maintenance of the law by any public sector agency, including prejudice to the prevention, detection, investigation, prosecution, and punishment of offences; or
 - ii. for the enforcement of a law that imposes a pecuniary penalty; or
 - iii. for the protection of public revenue; or
 - iv. for the conduct of proceedings before any court or tribunal (being proceedings that have been commenced or are reasonably in contemplation); or
 - v. to prevent or lessen a serious threat to the life or health of the individual concerned or any other individual;
 - f. that compliance is not reasonably practicable in the circumstances of the particular case; or
 - g. that the information:
 - i. will not be used in a form in which the individual concerned is identified; or
 - ii. will be used for statistical or research purposes and will not be published in a form that could reasonably be expected to identify the individual concerned.

Information privacy principle 3

Collection of information from subject

1. If an agency collects personal information from the individual concerned, the agency must take any steps that are, in the circumstances, reasonable to ensure that the individual concerned is aware of:
 - a. the fact that the information is being collected; and
 - b. the purpose for which the information is being collected; and
 - c. the intended recipients of the information; and
 - d. the name and address of:
 - i. the agency that is collecting the information; and
 - ii. the agency that will hold the information; and
 - e. if the collection of the information is authorised or required by or under law:
 - i. the particular law by or under which the collection of the information is authorised or required; and
 - ii. whether the supply of the information by that individual is voluntary or mandatory; and
 - f. the consequences (if any) for that individual if all or any part of the requested information is not provided; and
 - g. the rights of access to, and correction of, information provided by the IPPs (being the Information Privacy Principles).
2. The steps referred to in subclause (1) must be taken before the information is collected or, if that is not practicable, as soon as practicable after the information is collected.
3. An agency is not required to take the steps referred to in subclause (1) in relation to the collection of information from an individual if the agency has taken those steps on a recent previous occasion in relation to the collection, from that individual, of the same information or information of the same kind.
4. It is not necessary for an agency to comply with subclause (1) if the agency believes, on reasonable grounds:
 - a. that non-compliance would not prejudice the interests of the individual concerned, or
 - b. that non-compliance is necessary:
 - i. to avoid prejudice to the maintenance of the law by any public sector agency, including prejudice to the prevention, detection, investigation, prosecution, and punishment of offences; or
 - ii. for the enforcement of a law that imposes a pecuniary penalty; or
 - iii. for the protection of public revenue; or
 - iv. for the conduct of proceedings before any court or tribunal (being proceedings that have been commenced or are reasonably in contemplation); or
 - c. that compliance would prejudice the purposes of the collection; or
 - d. that compliance is not reasonably practicable in the circumstances of the particular case; or
 - e. that the information:

- i. will not be used in a form in which the individual concerned is identified; or
- ii. will be used for statistical or research purposes and will not be published in a form that could reasonably be expected to identify the individual concerned.

Information privacy principle 4

Manner of collection of personal information

An agency may collect personal information only:

- a. by a lawful means; and
- b. by a means that, in the circumstances of the case (particularly in circumstances where personal information is being collected from children or young persons):
 - i. is fair; and
 - ii. does not intrude to an unreasonable extent upon the personal affairs of the individual concerned.

Information privacy principle 5

Storage and security of personal information

An agency that holds personal information must ensure:

- a. that the information is protected, by such security safeguards as are reasonable in the circumstances to take, against:
 - i. loss; and
 - ii. access, use, modification, or disclosure that is not authorised by the agency; and
 - iii. other misuse; and
- b. that, if it is necessary for the information to be given to a person in connection with the provision of a service to the agency, everything reasonably within the power of the agency is done to prevent unauthorised use or unauthorised disclosure of the information.

Information privacy principle 6

Access to personal information

1. An individual is entitled to receive from an agency upon request:
 - a. confirmation of whether the agency holds any personal information about them; and
 - b. access to their personal information.
2. If an individual concerned is given access to personal information, the individual must be advised that, under IPP 7, the individual may request the correction of that information.
3. This IPP is subject to the provisions of Part 4 of the Act which sets out the manner in which requests can be made and the limited circumstances in which a request may be refused (refer Privacy Procedure).

Information privacy principle 7

Correction of personal information

1. An individual whose personal information is held by an agency is entitled to request the agency to correct the information.
2. An agency that holds personal information must, on request or on its own initiative, take such steps (if any) that are reasonable in the circumstances to ensure that, having regard to the purposes for which the information may lawfully be used, the information is accurate, up to date, complete, and not misleading.
3. When requesting the correction of personal information, or at any later time, an individual is entitled to:
 - a. provide the agency with a statement of the correction sought to the information (a statement of correction); and
 - b. request the agency to attach the statement of correction to the information if the agency does not make the correction sought.
4. If an agency that holds personal information is not willing to correct the information as requested and has been provided with a statement of correction, the agency must take such steps (if any) that are reasonable in the circumstances to ensure that the statement of correction is attached to the information in a manner that ensures that it will always be read with the information.
5. If an agency corrects personal information or attaches a statement of correction to personal information, that agency must, so far as is reasonably practicable, inform every other person to whom the agency has disclosed the information.
6. Subclauses (1) to (4) are subject to the provisions of Part 4 of the Act.

Information privacy principle 8

Accuracy, etc, of personal information to be checked before use or disclosure

An agency that holds personal information must not use or disclose that information without taking any steps that are, in the circumstances, reasonable to ensure that the information is accurate, up to date, complete, relevant, and not misleading.

Information privacy principle 9

Agency not to keep personal information for longer than necessary

An agency that holds personal information must not keep that information for longer than is required for the purposes for which the information may lawfully be used.

Information privacy principle 10

Limits on use of personal information

1. An agency that holds personal information that was obtained in connection with one purpose may not use the information for any other purpose unless the agency believes, on reasonable grounds:

- a. that the purpose for which the information is to be used is directly related to the purpose in connection with which the information was obtained; or
 - b. that the information:
 - i. is to be used in a form in which the individual concerned is not identified; or
 - ii. is to be used for statistical or research purposes and will not be published in a form that could reasonably be expected to identify the individual concerned; or
 - c. that the use of the information for that other purpose is authorised by the individual concerned; or
 - d. that the source of the information is a publicly available publication and that, in the circumstances of the case, it would not be unfair or unreasonable to use the information; or
 - e. that the use of the information for that other purpose is necessary:
 - i. to avoid prejudice to the maintenance of the law by any public sector agency, including prejudice to the prevention, detection, investigation, prosecution, and punishment of offences; or
 - ii. for the enforcement of a law that imposes a pecuniary penalty; or
 - iii. for the protection of public revenue; or
 - iv. for the conduct of proceedings before any court or tribunal (being proceedings that have been commenced or are reasonably in contemplation); or
 - f. that the use of the information for that other purpose is necessary to prevent or lessen a serious threat to:
 - i. public health or public safety; or
 - ii. the life or health of the individual concerned or another individual.
2. In addition to the uses authorised by subclause (1), an intelligence and security agency that holds personal information that was obtained in connection with one purpose may use the information for any other purpose (a secondary purpose) if the agency believes on reasonable grounds that the use of the information for the secondary purpose is necessary to enable the agency to perform any of its functions.

Information privacy principle 11

Limits on disclosure of personal information

1. An agency that holds personal information must not disclose the information to any other agency or to any person unless the agency believes, on reasonable grounds:
 - a. that the disclosure of the information is one of the purposes in connection with which the information was obtained or is directly related to the purposes in connection with which the information was obtained; or
 - b. that the disclosure is to the individual concerned; or
 - c. that the disclosure is authorised by the individual concerned; or
 - d. that the source of the information is a publicly available publication and that, in the circumstances of the case, it would not be unfair or unreasonable to disclose the information; or
 - e. that the disclosure of the information is necessary:
 - i. to avoid prejudice to the maintenance of the law by any public sector agency, including prejudice to the prevention, detection, investigation, prosecution, and punishment of offences; or

- ii. for the enforcement of a law that imposes a pecuniary penalty; or
 - iii. for the protection of public revenue; or iv. for the conduct of proceedings before any court or tribunal (being proceedings that have been commenced or are reasonably in contemplation); or
 - f. that the disclosure of the information is necessary to prevent or lessen a serious threat to:
 - i. public health or public safety; or
 - ii. the life or health of the individual concerned or another individual; or
 - g. that the disclosure of the information is necessary to enable an intelligence and security agency to perform any of its functions; or
 - h. that the information:
 - i. is to be used in a form in which the individual concerned is not identified; or
 - ii. is to be used for statistical or research purposes and will not be published in a form that could reasonably be expected to identify the individual concerned; or
 - iii. that the disclosure of the information is necessary to facilitate the sale or other disposition of a business as a going concern.
2. This IPP is subject to IPP 12.

Information privacy principle 12

Disclosure of personal information outside New Zealand

1. An agency (A) may disclose personal information to a foreign person or entity (B) in reliance on IPP 11(1)(a), (c), (e), (f), (h), or (i) only if:
 - a. the individual concerned authorises the disclosure to B after being expressly informed by A that B may not be required to protect the information in a way that, overall, provides comparable safeguards to those in this Act; or
 - b. B is carrying on business in New Zealand and, in relation to the information, A believes on reasonable grounds that B is subject to this Act; or
 - c. A believes on reasonable grounds that B is subject to privacy laws that, overall, provide comparable safeguards to those in this Act; or
 - d. A believes on reasonable grounds that B is a participant in a prescribed binding scheme; or
 - e. A believes on reasonable grounds that B is subject to privacy laws of a prescribed country; or
 - f. A otherwise believes on reasonable grounds that B is required to protect the information in a way that, overall, provides comparable safeguards to those in this Act (for example, pursuant to an agreement entered into between A and B).
2. However, subclause (1) does not apply if the personal information is to be disclosed to B in reliance on IPP 11(1)(e) or (f) and it is not reasonably practicable in the circumstances for A to comply with the requirements of subclause (1).
3. In this IPP:
 - prescribed binding scheme** means a binding scheme specified in regulations made under section 213 of the Act,
 - prescribed country** means a country specified in regulations made under section 214 of the Act.

Information privacy principle 13

Unique identifiers

1. An agency (A) may assign a unique identifier to an individual for use in its operations only if that identifier is necessary to enable A to carry out 1 or more of its functions efficiently.
2. A may not assign to an individual a unique identifier that, to A's knowledge, is the same unique identifier as has been assigned to that individual by another agency (B), unless:
 - a. A and B are associated persons within the meaning of subpart YB of the Income Tax Act 2007; or
 - b. the unique identifier is to be used by A for statistical or research purposes and no other purpose.
3. To avoid doubt, A does not assign a unique identifier to an individual under subclause (1) by simply recording a unique identifier assigned to the individual by B for the sole purpose of communicating with B about the individual.
4. A must take any steps that are, in the circumstances, reasonable to ensure that:
 - a. a unique identifier is assigned only to an individual whose identity is clearly established; and
 - b. the risk of misuse of a unique identifier by any person is minimised (for example, by showing truncated account numbers on receipts or in correspondence).
5. An agency may not require an individual to disclose any unique identifier assigned to that individual unless the disclosure is for one of the purposes in connection with which that unique identifier was assigned or is for a purpose that is directly related to one of those purposes.

Matter being delegated	Chief Executive	Senior Leader	Manager	Kaimahi
bb) Independent Contractor Agreements / Contracts for Service	Up to \$250,000	Up to \$50,000	X	X
cc) Bad Debt Write Off (per debtor) ¹⁹	Up to \$100,000	Up to \$10,000 (limited to Director Support Services)	Up to \$1,000 (limited to Finance)	X

¹⁹ Including write off of bad student debt.

Matter being delegated	Chief Executive	Senior Leader	Manager	Kaimahi
a) To provide approved ²⁰ courses and programmes of study or training	Yes	X	X	X
b) To impose a limitation on the number of enrolments in any programme or course where necessary because of insufficient kaimahi, accommodation, equipment, and for any other reason where it is necessary for the sound management of NorthTec and its resources (including where there are insufficient work experience places available).	Yes	X	X	X
c) To withdraw from offer a course or programme where enrolments fall short of that required for the efficient operation of the course or programme or for any other reason where this is necessary for the sound management of NorthTec and its resources.	Yes	Yes (limited to Director Akonga Success and Director Support Services)	X	X
d) To determine the management policies of NorthTec in relation to the management of its affairs and the implementation of its approved Investment Plan and Strategic Plan.	Yes	X	X	X
e) To arrange for the manufacture of, and distribution (whether by way of sale or otherwise), any article or thing bearing a mark, symbol or writing that is associated with NorthTec.	Yes	Yes (Director People Partnerships and Culture)	X	X
f) To arrange for the provision of (whether by sale or otherwise) goods and services to kaimahi or learners of NorthTec or other persons using, or otherwise attending at, NorthTec.	Yes	Yes (within limits prescribed by Sensitive Expenditure Policy)	X	X
g) GST and Inland Revenue Payments No financial limit - as per compliance calculations.	Yes	Yes (limited to Director Support Services and (Director People Partnerships and Culture)	Yes (Finance or P&C function only)	X

²⁰ Approved by the Academic Committee or delegated authority, NZQA and external validating bodies as required.

Matter being delegated	Chief Executive	Senior Leader	Manager	Kaimahi
h) Fortnightly employee payroll No financial limit – must be authorised by two delegates	Yes	Yes (limited to Director Support Services and Director People Partnerships and Culture only)	Yes (Finance or P&C function only)	X
i) Banking: Authorisation of internet banking transactions/batches Two signatories are required for each	Yes	Yes (limited to Director Support Services)	Yes (limited to Finance team only)	Yes (limited to Finance team only)
j) Banking: Authorisation of treasury deposits schedule	Yes	Yes (Director Support Services only)	X	X

Matter being delegated	Chief Executive	Senior Leader	Manager	Kaimahi
a) Admit/ enrol learners (including withdrawal of learners where requested by the learner, or refusal of enrolment where the learner does not meet entry requirements)	Yes	Yes	Yes (limited to Pathway Managers, Manager Akonga Experience, Academic Registrar)	Yes (limited to Tutors, Akonga Experience Facilitators and Pathway Coordinators)
b) Enter into learning agreements on behalf of NorthTec with employers and learners	Yes	Yes (limited to Director Akonga Success)	Yes (Pathway Managers)	X
c) Refuse or cancel enrolment in specific circumstances (outside the circumstances noted in C3(a))	Yes	Yes (limited to Director Akonga Success)	X	X
d) Deal with learner disciplinary matters and impose penalties for learner misconduct (note that refusal or cancellation of enrolment due to disciplinary issues is subject to C3(c))	Yes	Yes	Yes (Pathway Managers, Academic Registrar, Manager – Akonga Experience)	X
e) Grant formal awards	Yes	Yes (limited to Director Akonga Success)	X	X
f) Grant non-formal awards	Yes	Yes (limited to Director Akonga Success)	X	X

Matter being delegated	Chief Executive	Senior Leader	Manager	Kaimahi
g) Enter into learner placement agreements	Yes	Yes (Director Akonga Success, subject to operational expenditure delegation levels)	Yes (limited to Pathway Managers, subject to operational expenditure delegation levels)	X
C4: Motor vehicles				
a) Purchase of motor vehicles	Yes	X	X	X
C5: Legal				
a) Sign deeds	All Deeds must be signed by 2 Council members OR by other NorthTec personnel to whom a power of attorney has been issued and the matter to which the Deed relates is within their delegated authority.			
b) Obtain legal advice outside NorthTec	Requires consultation and approval from the Chief Executive or Director prior to briefing external legal advice except for (a) sensitive employment law related advice which may be briefed directly by HR Business Partner.			
c) Responses to any complaints or proceedings issued or notified by external authorities. 'External authorities' includes the Human Rights Commission, the Ombudsman, NZQA, the TEC, the Privacy Commission and any legal proceedings filed with a Court or other dispute resolution venue. This excludes responses to WorkSafe (refer C11).	Requires prior consultation and approval of Chief Executive. Any complaints or proceedings involving NorthTec require prior approval of Chief Executive and must be notified to the Chief Executive promptly following receipt.			
d) Settlement of any legal dispute where NorthTec agrees to pay a financial settlement to the complainant (excluding learner fee refunds and fee waivers, which are addressed in C1(s) and (u), and employment disputes which are addressed in C9(f) and (g))	Requires prior consultation and approval of the Chief Executive			
e) Enter into any agreement or arrangement with an iwi party or a Te Tiriti partner	Requires prior approval of the Chief Executive.			
f) Enter into any agreement or arrangement with an entity that identifies as a Māori business on the NZBN Register or that otherwise has a strong Māori connection	Requires prior consultation with Chief Executive.			

Matter being delegated	Chief Executive	Senior Leader	Manager	Kaimahi
g) Enter into any agreement or arrangement that requires the whole of NorthTec to engage with an external party on an exclusive basis.	Requires prior approval the Chief Executive.			
C6: Administration				
a) Release information to media	All release of national information or information relating to the overall reputation of NorthTec to the media must be approved by the Chief Executive.			

Matter being delegated	Chief Executive	Senior Leader	Manager	Kaimahi
a) Create a new position within reporting line	Yes, subject to prior consultation with Director People, Partnership and Culture)	Yes, subject to prior consultation with Director People, Partnership and Culture)	X	X
b) Appoint Senior Leaders within reporting line	Yes	X	X	X
c) Appoint kaimahi below Senior Leaders within reporting line	Yes	Yes	X	X
d) Replace a kaimahi member / fill a vacancy within reporting line	Yes	Yes	X	X
e) Engage a fixed term or temporary kaimahi member	Yes	Yes, provided that any fixed term agreement beyond 12 months must be approved by Director People, Partnership and Culture	X	X
f) Approve advertising and related recruitment costs	Yes	Up to \$20,000 (P&C Function Only)	X	X
a) Salary increases or Higher Duties Allowances for all roles below Senior Leader and within band ²¹	Yes	Yes, subject to prior approval from Director – People, Partnerships and Culture	X	X

²¹ Delegation limited to salary increases outside the annual review cycle, and to those that are directly or indirectly below the approver within their reporting line.

Matter being delegated	Chief Executive	Senior Leader	Manager	Kaimahi
b) Salary increases or Higher Duties Allowances for all roles below Senior Leader outside band ²² (in consultation with the Director – People, Partnerships and Culture)	Yes	Yes	X	X
c) Salary increases or High Duties Allowances for Senior Leaders ²³	Yes	X	X	X
d) Salary increases or Higher Duties Allowances for Chief Executive	X	X	X	X
e) Discretionary Leave (paid leave in addition to policy and employment agreements) –within their reporting line.	Yes	Yes	X	X
f) Annual leave buy-out – 5 days or less within their reporting line.	Yes	Yes	X	X
g) Annual leave buy-out – greater than 5 days within their reporting line.	Yes	Yes, subject to prior consultation with Director People, Partnerships and Culture	X	X
h) Leave in advance (no more than 10 days) within their reporting line.	Yes	Yes	X	X
i) Leave without pay – 5 days or less within their reporting line.	Yes	Yes	X	X
j) Leave without pay – greater than 5 days within their reporting line.	Yes,	Yes, subject to prior consultation with Director People, Partnership and Wellbeing	X	X

²² Delegation limited to salary increases outside the annual review cycle, and to those that are directly or indirectly below the approver within their reporting line.

²³ Delegation limited to salary increases outside the annual review cycle, and to those that are directly or indirectly below the approver within their reporting line. Must inform People, and Culture Director or relevant business division People and Culture lead.

Matter being delegated	Chief Executive	Senior Leader	Manager	Kaimahi
k) Approve kaimahi leave (which has been accrued or to which the kaimahi is entitled)	Yes	Yes	Yes	X
a) Give verbal warning within their reporting line.	Yes	Yes	X	X
b) Give first written warning within their reporting line.	Yes	Yes	X	X
c) Give final written warning within their reporting line.	Yes	Yes, subject to prior consultation with Director People, Partnerships and Culture	X	X
d) Suspend employee within their reporting line.	Yes	Yes, subject to prior consultation with Director People, Partnerships and Culture	X	X
e) Terminate employment (dismissal)/offer downgraded position within their reporting line.	Yes, subject to prior consultation with Director People, Partnerships and Culture	Yes, subject to prior consultation with Director People, Partnerships and Culture	X	X
f) Approve a financial settlement of a personal grievance or other employment dispute	Yes	Director People, Partnerships and Culture only	X	X
g) Approve payments as part of an agreed severance or mediation over and above the contractual obligations contained in employment agreements	Yes	Yes (P&C only)	X	X

Matter being delegated	Chief Executive	Senior Leader	Manager	Kaimahi
a) Engage in Collective Bargaining	Yes	X	X	X
b) Changes in temporary (fixed-term) term within their reporting line.	Yes	Yes, subject to prior consultation with Director People Partnerships and Culture	X	X
c) Changes to FTE and/or employment status within their reporting line.	Yes	Yes, subject to prior consultation with Director People Partnerships and Culture	X	X
d) Decision to consult with kaimahi on restructuring	Yes	Yes, subject to prior consultation with Director People Partnerships and Culture	X	X

Matter being delegated	Chief Executive	Senior Leader	Manager	Kaimahi
a) Correspondence ²⁴ with regulators, other relevant Government agencies and interested parties about wellbeing and safety matters (including pastoral care) that are general low-risk matters	Yes,	Yes	Yes, subject to prior approval from Director People Culture and Wellbeing or Director Akonga Success (for matters relating to Pastoral Care)	X
b) Correspondence with regulators, other relevant Government agencies and interested parties about wellbeing and safety matters (including pastoral care) that are specific, medium to high-risk matters ²⁵	Yes,	Yes	X	X
c) Correspondence with regulators, other relevant Government agencies and interested parties about wellbeing and safety matters (including pastoral care) relating to sanctions, prosecutions and enforceable undertakings ²⁶	Yes,	Yes	X	X

²⁴ 'Correspondence' includes written and verbal correspondence.

²⁵ For example, infringement notices, improvements notices, directive letters or requests for information. ELT should be consulted where appropriate on all matters arising under this category.

²⁶ In addition to obtaining prior approval from the Chief Executive, Legal should be consulted on all matters arising under this category.

Ngā Hātepe | Privacy Procedure

Mō wai me te whānuitanga | Audience and scope

This is a procedure of Northland Polytechnic (NorthTec) (**Provider**). These procedures are relevant to all employees of the Provider, including contracted staff, consultants and secondees providing services for the Provider, and those on fixed-term contracts (collectively referred to as **kaimahi** in this procedure). Where relevant, these procedures should also be followed by **ohu kaitiaki**, which extends to all those operating at a governance level, including Council members and members of Council's advisory committees.

This procedure applies to Personal Information collected and held by the Provider in respect of any identifiable individual.

Mokamoka whakaaetanga | Approval details

Version number	1.0	Issue date	14 October 2026
Approval authority	NorthTec Council	Date of approval	14 October 2026
Procedure sponsor (has authority to make minor amendments)	Chief Executive	Procedure owner	Director Support Services
Contact person	Lisa Aubrey	Date of next review	14 October 2028

Ngā whakatikatika | Amendment history

Version	Effective date	Created/reviewed by	Reason for review/comment
1.0	14 October 2026		Establishment of new entity

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Ngā Hātepe | Privacy Procedure

1. Pūtake | Purpose

- 1.1. The purpose of this procedure is to ensure the Provider complies fully with its obligations under the Privacy Act 2020 (the Act), including any applicable codes of practice issued by the Privacy Commissioner under the Act.
- 1.2. This procedure should be read in conjunction with the Privacy Policy and data breach response plan.

2. Ngā Hātepe | Procedures

Collection of Personal Information

- 2.1. All kaimahi shall comply with information Privacy Principles 1 to 4 prescribed in section 22 of the Act (refer to the Appendix in the Privacy Policy).
- 2.2. Any forms that collect Personal Information about Ohu Kaitiaki, Kaimahi, Ākonga or any other individuals (including employers) (including both physical and electronic forms) must include a privacy statement and specify the purpose(s) for which the information is being collected, together with any other matters that should be disclosed under the Act. The Provider's standard Privacy Notice should be used in the context of ākonga.

Recruitment of kaimahi

- 2.3. The Director People, Partnerships and Culture must ensure that:
 - a) all Personal Information collected from applicants is directly relevant to the position advertised
 - b) all data collected is treated with due regard to confidentiality and privacy requirements.
- 2.4. Without limiting the foregoing, **ohu kaitiaki and kaimahi** must:
 - a) have the applicant's permission to contact referees nominated on any application form or associated correspondence prior to contacting the referees
 - b) not ask any other person to provide information about the applicant without the applicant's consent. If the applicant is a current or past kaimahi of the Provider, **ohu kaitiaki and kaimahi** may consult the applicant's personnel file.

Access to Personal Information

- 2.5. All Ohu kaitiaki and kaimahi shall comply with Information Privacy Principle 6 prescribed in section 22 of the Act (refer to the Appendix in the Privacy Policy).
- 2.6. Any kaimahi wanting to access their own or another's Personal Information may be required to first produce identification to the person holding the information, such as a current New Zealand driver licence, passport, 18+ card or, a Provider kaimahi ID.

Access to ākonga files

- 2.7. Kaimahi may access Personal Information relating to ākonga only if that is necessary for the kaimahi to carry out their employment responsibilities.
- 2.8. No person may remove any ākonga file from a physical location where it is held unless they are required to by law or have approval from the relevant Head of School or such other person of equivalent authority at the relevant location. Any Ākonga files removed from a campus must be kept safely and securely at all times in accordance with section 4 of these Privacy Procedures.
- 2.9. Ākonga wishing to view a physical copy of their own files must first request access from the relevant Head of School (or equivalent) who, if approved, will arrange for Kaimahi to be present during the viewing.
- 2.10. Ākonga must not remove any information from, or alter any part of, their physical ākonga file.
- 2.11. Any “evaluative material” (as referred to in section 50 of the Privacy Act 2020) supplied in confidence by the writer (e.g., expressions of opinion contained in reports, references, assessments) may be disclosed to the ākonga only at the discretion of the relevant Head of School (or equivalent) and with the written consent of the person who supplied the evaluative material, unless otherwise required by law.

Access to ohu kaitiaki or kaimahi files by ohu kaitiaki or kaimahi

- 2.12. Subject to the provisions of this procedure and any limitations specified in the Act, all ohu kaitiaki and kaimahi have the right to access their own ohu kaitiaki or kaimahi file.
- 2.13. Ohu kaitiaki or kaimahi should request permission from the People and Culture team if they wish to access their file.
- 2.14. Ohu kaitiaki and kaimahi must not remove any information from, or alter any part of, their file. The original file must stay in a secure location at the Provider’s offices.
- 2.15. Ohu kaitiaki and kaimahi may request a copy of any document or extract from their file.
- 2.16. Any ‘evaluative material’ about ohu kaitiaki or kaimahi (as referred to in section 50 of the Privacy Act 2020) supplied in confidence by the writer (e.g. expressions of opinion contained in reports, references, assessments, reviews) may be disclosed to ohu kaitiaki or kaimahi only at the discretion of the relevant manager and with the written consent of the person who supplied the evaluative material, unless otherwise required by law.

Access to ohu kaitiaki and kaimahi files by other kaimahi or ohu kaitiaki

- 2.17. Authorised personnel may access kaimahi and ohu kaitiaki files but only if that access is necessary for the purpose of carrying out their employment duties / role. In accessing the files, the authorised person may only access the parts of the files that are relevant to the employment duty / role they are carrying out. For the purposes of this section, authorised personnel comprise:
 - a) Chair and Deputy Chair of Council in relation to ohu kaitiaki and the Chief Executive

- b) members of the Executive Leadership Team
- c) line managers (permitted access to the kaimahi files of those they manage)
- d) Kaimahi employed in People and Culture team; and
- e) Executive Assistants and administrators acting on the direction of those ohu kaitiaki and kaimahi referred in paragraphs 3.17a) – d) (inclusive)
- f) any other Kaimahi expressly authorised by the Director People, Partnerships and Culture or the Chief Executive.

Maintaining Personal Information

- 2.18. All ohu kaitiaki and kaimahi shall comply with Information Privacy Principles 7 and 8 prescribed in section 22 of the Act (refer to the Appendix in the Privacy Policy).
- 2.19. Kaimahi responsible for maintaining files containing Personal Information must ensure they contain accurate, up to date, complete and relevant information that is not misleading.
- 2.20. All ohu kaitiaki and kaimahi must ensure that their current name and contact details provided to the Provider are correct and must notify People and Culture kaimahi when any changes occur.

Corrections to files

- 2.21. Kaimahi and ohu kaitiaki may at any time request corrections to their Personal Information. A request for correction must be noted in the individual's record.
- 2.22. If a correction is requested, the person who maintains the file must take reasonable steps to correct that information, having regard to:
 - a) the purposes for which the information may lawfully be used, and
 - b) the obligation of the Provider to take reasonable steps to ensure that the information is accurate, up to date, complete, and not misleading.
- 2.23. If the person who maintains the file does not agree to the correction, they must ensure that any statement provided by ohu kaitiaki, ākonga or kaimahi is able to be viewed alongside the original information.

Maintaining kaimahi files

- 2.24. Kaimahi who require access to kaimahi information to carry out their employment duties / role responsibilities may maintain Personal Information relating to kaimahi and ohu kaitiaki to the extent that the information is required to carry out their employment duties / role responsibilities.

Storage and security of Personal Information

- 2.25. All ohu kaitiaki and kaimahi must comply with Information Privacy Principles 5 and 9 prescribed in section 22 of the Act, the Public Records Act 2005 and the applicable Information and Records Management Policy.
- 2.26. Hard copy files containing Personal Information must be stored in a secured and locked storage space. Individuals holding these files are responsible for their security.

- 2.27. Hard copy files containing Personal Information shall not be removed from premises of the Provider, except as permitted under the Privacy Policy or this procedure. Where information is removed from the Provider's premises (excluding kaimahi files which should never be removed from the Provider's premises except in accordance with these procedures or the approval of the Privacy Officer), that information shall be kept safely and securely at all times, including without limitation:
- a) information must be stored in zipped up laptop bags or other enclosed storage
 - b) information must not be left in a car
 - c) if the kaimahi is in transit or has no choice but to leave the information in a car, place it under the seats or in the boot
 - d) do not leave information unattended at any time if you are travelling
 - e) upon reaching your destination, the information must be brought inside and kept behind a locked door and not in a communal area.
- 2.28. Personal Information shall not be kept for longer than is required for the purposes for which the Provider collected the information.
- 2.29. The Director People, Partnerships and Culture (or their delegate) is responsible for ensuring that kaimahi files containing Personal Information are retained and disposed of within the timeframes set out in points 4.34 and 4.35.

Online security of Personal Information

- 2.30. The Digital team are responsible for the security of the electronic management systems used to collect and manage Personal Information relating to kaimahi and must ensure that:

Ākonga and kaimahi information

- a) Access to the Provider's electronic management systems shall be granted to kaimahi only to the extent that each kaimahi requires access to the relevant electronic management system in order to carry out their responsibilities for the Provider.
- b) Stored Personal Information (ākonga and kaimahi) must be backed up in an appropriate manner.

Kaimahi information

- a) Managers are given access only to the details of the kaimahi they are responsible for.
 - b) Appropriate access is given to managers who require organisation-wide information in order to meet the Provider's business requirements, provided that the access is generic in nature and does not identify any kaimahi, unless identification is necessary for the particular business transaction.
 - c) The only means of access to the Personal Information of any kaimahi record, held and managed electronically, is by way of appropriate identifications set out in point 4.6.
- 2.31. Kaimahi must ensure that, when viewing ākonga or kaimahi information, no unauthorised person is able to view the information.

Offsite storage

- 2.32. Records containing Personal Information may be sent offsite for safe and secure storage. A record of information sent offsite must be kept, including the date the information was sent offsite.

Retention periods

- 2.33. In accordance with the Public Records Act 2005, and in broad terms, the retention periods for documents are as set out below.

- 2.34. Retention periods – ākonga files

Information	Retain for...
Details of qualifications, courses studied and final assessment results	Permanently
Ākonga files (hard and electronic copies)	10 years from last information entry then destroy
Scholarship applications, examination scripts and other similar documents	12 months then destroy

- 2.35. Retention periods – kaimahi files

Information	Retain for...
Kaimahi files for Chief Executive and second-tier managers	10 years from last information entry date then transfer to Archives NZ
Summaries of Kaimahi histories (recording name, date of birth, positions held and salary, dates of employment)	10 years from last information entry date then transfer to Archives NZ
Kaimahi files for all other Kaimahi who have left the Provider	7 years from last information entry date then destroy

Use of Personal Information

- 2.36. All ohu kaitiaki and kaimahi shall comply with Information Privacy Principle 10 prescribed in section 22 of the Act (refer to the Appendix in the Privacy Policy).
- 2.37. Ohu kaitiaki and kaimahi must only use Personal Information relating to any ākonga, ohu kaitiaki, kaimahi or other person for the purpose for which that information was collected, unless permitted under one of the exceptions listed in the Act, for example:
- a) the purpose for which the information is to be used is directly related to the purpose for which the information was collected
 - b) the information is to be used in a form in which the individual concerned is not identified
 - c) the information is to be used for statistical or research purposes and will not be published in a form that would identify the individual concerned, or
 - d) they have the written consent of the individual concerned.

Disclosure of Personal Information

- 2.38. All ohu kaitiaki and kaimahi shall comply with Information Privacy Principles 11 and 12 prescribed in section 22 of the Act.
- 2.39. Ohu kaitiaki and kaimahi must not disclose any Personal Information relating to any ākonga or kaimahi to any person or agency (other than to authorised members of the Provider's kaimahi), including parents, partners and employers of that ākonga or kaimahi, unless permitted under one of the exceptions listed in the Act, for example:
- a) the disclosure is one of the purposes for which the information was collected or is directly related to one of the purposes for which the information was collected
 - b) they have the written consent of the individual concerned, or
 - c) they are required to by law (e.g. to assist the Police with detecting, investigating or prosecuting an offence).
- 2.40. Ohu kaitiaki and kaimahi must exercise particular care not to divulge Personal Information when using social media.
- 2.41. When a kaimahi receives a request for Personal Information that relates to someone other than the requester, they must consult with the Privacy Officer if they are unsure whether or not to disclose that information.

Disclosure of Personal Information relating to ākonga

- 2.42. Kaimahi shall seek the advice of the Privacy Officer before disclosing any personal information.
- 2.43. Kaimahi must not include any Personal Information about ākonga in any material issued, unless they have the prior written consent of that ākonga.
- 2.44. The Provider may be required from time to time to provide Personal Information relating to ākonga to the Privacy Commissioner acting within their authority under the Act.
- 2.45. Kaimahi may disclose whether ākonga have obtained a qualification from the Provider if the qualification was awarded at a public graduation ceremony and/or the qualification was published in the graduation booklet.
- 2.46. If a qualification was not awarded at a public ceremony (whether in person or in absentia) and/or published in the graduation booklet, the written permission of the ākonga must be obtained before the information can be released.
- 2.47. Examination results must be published only using appropriate ākonga ID numbers rather than ākonga names or other identifiers, unless published directly to the ākonga and no other person.

Disclosure of Personal Information related to kaimahi

- 2.48. Any requests for Personal Information relating to kaimahi (whether prospective, current or former) must be referred to the People and Culture team. In cases of doubt, People and Culture kaimahi shall seek the advice of the Privacy Officer before disclosing any information.

- 2.49. The Provider may include details of kaimahi (such as name, work contact details, title and areas of expertise of that kaimahi) in publications including promotional brochures and the Provider's website.
- 2.50. The Provider is sometimes required as a matter of law to provide Personal Information relating to kaimahi to government agencies such as the Tertiary Education Commission and the Inland Revenue Department.
- 2.51. The Provider also provides Personal Information as necessary to meet its obligations as an insured party under its kaimahi insurance policy.

Information collected from the Provider's website and online marketing

- 2.52. The Provider collects and stores information (such as IP address, details of visit, type of internet browser used) about its website visitors for statistical purposes, to improve the website and to assist in the promotion of the Provider and its programmes. That information is unlikely to constitute Personal Information under the Act, unless the visitor voluntarily provides information which enables them to be personally identified or uses a third-party service which requires logging in to a restricted account.
- 2.53. Third-party vendors (such as Google) display advertisements for the Provider on internet sites and use cookies (small text files) to customise the visitor's experience and provide statistical information to the vendor. A visitor to such a site has the right to opt out by disabling the use of cookies on their browser.

Disclosure of Personal Information outside Aotearoa New Zealand

- 2.54. The Provider shall only disclose Personal Information to a foreign person or entity in the circumstances permitted under information privacy principle 12, for example:
- a) the individual authorises the disclosure (after being expressly informed by the Provider that the recipient may not be required to protect the information in a way that provides comparable safeguards to Aotearoa New Zealand's privacy laws);
 - b) the recipient is carrying on business in Aotearoa New Zealand and would accordingly be subject to the Act;
 - c) the recipient is subject to privacy laws that provide comparable safeguards to Aotearoa New Zealand's privacy laws; or
 - d) the Provider has an agreement with the recipient that requires the recipient to comply with sufficient privacy and confidentiality safeguards.

Collection and use of personal information from outside Aotearoa New Zealand

- 2.55. Where the Provider collects and uses Personal Information/personal data from outside of New Zealand, there is the potential that the privacy/data protection regimes of other countries may apply to the collection and use of that Personal Information. Given the potential for extraterritorial application of certain regimes, this can be a complex and challenging area. Therefore, where initiatives/changes in processes are proposed that would notably alter how Personal Information from overseas is collected and used, the Privacy Officer should be consulted.

Projects involving personal information – use of Privacy Impact Assessments

- 2.56. A Privacy Impact Assessment (**PIA**) is a tool used to identify, assess and mitigate privacy risks arising from changes that involve personal information. A PIA should be considered for any project, initiative, system or change that involves the collection, storage, use or disclosure of personal information.

A PIA must be completed where all of the following apply:

- the proposed change involves or alters the collection, storage, use or disclosure of personal information;
- the personal information is sensitive; and
- the proposed change is outside the reasonable expectations of the individuals concerned, or could place a significant amount of personal information at risk.

If kaimahi are unsure whether a PIA is required, they should consult the Privacy Officer for guidance.

Breaches of privacy

- 2.57. In accordance with section 114 of the Act, the Provider is required to report Notifiable Privacy Breaches to the Privacy Commissioner. Section 115 of the Act also requires that the Provider notify the individual(s) affected by the Notifiable Privacy Breach that the breach has occurred or, where this is not reasonably practicable, give public notice of the breach.
- 2.58. All kaimahi must promptly report any privacy breaches to the Privacy Officer. The Privacy Officer, in conjunction with the Data Breach Response Plan Team, will assess whether or not any reported privacy breach is a Notifiable Privacy Breach and the appropriate action that should be taken having regard to the requirements of section 115 of the Act and the exceptions set out in section 116 of the Act. Where the breach relates to a technological matter, the Director Support Services and Manager Digital must be informed immediately so that they can activate the Data Breach Response Plan and ensure immediate remedial action.
- 2.59. Where a Notifiable Privacy Breach has occurred, the Privacy Officer will notify the Chief Executive and the Executive Leadership Team. The Privacy Officer will follow the Data Breach Response Plan when determining the correct strategy to apply in the circumstances, and any notifications that should be made to the Privacy Commissioner, affected individual(s), or whether to make a public notification.
- 2.60. Any public notifications of privacy breaches shall be made available on the Provider's website.

Requests under the Privacy Act 2020

- 2.61. Section 40 of the Act allows any individual or their representative to request access to their Personal Information held by the Provider.

Time limits

- 2.62. In accordance with section 44 of the Act, the Provider must respond to a privacy request as soon as reasonably practicable and no later than 20 working days after receiving the request.
- 2.63. The time limit for responding to an information privacy request may be extended in accordance with section 48 of the Act by the Chief Executive (or delegate) or the Privacy Officer if:

- a) the request is for a large quantity of information, or requires a search through a large quantity of information, and meeting the original time limit would unreasonably interfere with the operations of the Provider
- b) consultations needed to make a decision are such that a decision on the request cannot be made within the original time limit, or
- c) the processing of the request raises issues of such complexity that a response cannot reasonably be given within the original time limit.

2.64. If an extension is required, the kaimahi dealing with the information request must notify the Chief Executive (or delegate) or the Privacy Officer as soon as practicable and, in any event, before the expiry of the original time limit.

Exceptions – withholding of Personal Information

2.65. A request by an individual for access to their information held by the Provider must be granted unless good reasons exist (as set out in the Act) to withhold the information. Sections 49 to 53 of the Act set out the basis on which a request for Personal Information can be refused. This includes withholding Personal Information where:

- a) the disclosure of the information would be likely to pose a serious threat to the life, health or safety of any individual or to the public health or public safety
- b) the disclosure of the information would create a significant likelihood of serious harassment of an individual
- c) the disclosure of the information would involve the unwarranted disclosure of the affairs of another individual or of a deceased individual
- d) the disclosure of the information would breach legal professional privilege
- e) the request is frivolous or vexatious, or the information requested is trivial, or
- f) the information requested does not exist or cannot be found.

2.66. Requests for Personal Information by any other person or agency other than the individual to whom the information relates are not IPP6 requests (i.e. requests under the Privacy Act 2020) but should be more properly considered as requests for information under the Official Information Act 1982 (OIA) and disclosure must be considered within the context of the OIA. This does not apply where the requester is an agent or representative of the individual to whom the information relates and the relevant criteria under section 57 of the Act are met.

Before responding to a request

2.67. Before responding to a privacy request, the Provider must meet the criteria specified in section 57 of the Act, including without limitation, the requirements specified in sections 2.67 to 2.70(inclusive) of this procedure.

2.68. The Provider must satisfy itself as to the identity of the requestor, specifically:

- a) where information is supplied by email, the email address must match the email address held on records the Provider holds for that individual (if any)

- b) where information is supplied by post, the postal address must match the postal address held on records the Provider holds for that individual (if any) and the envelope must be clearly marked as private and confidential, and
- c) where information is supplied in person, the requestor must first produce identification, such as a current New Zealand driver licence, passport, or 18+ card.

2.69. Information shall be supplied by email or in person to the maximum extent possible.

2.70. Where information is requested by a representative or agent of the individual, before supplying information to the requestor the Provider shall require a signed authorisation, email confirming authority or other sufficient authority from the individual.

The Privacy Commissioner

2.71. The Privacy Commissioner can investigate complaints about actions that may be a breach of the Act. For an explanation of the Privacy Commissioner's complaints process, please visit: <https://privacy.org.nz/your-privacy/how-to-complain/>.

2.72. All enquiries, correspondence, or other communications received by the Provider from the Office of the Privacy Commissioner regarding compliance with the Act must be promptly forwarded by kaimahi to the Privacy Officer.

3. Ngā Haepapa | Responsibilities

Role	Responsibilities
Director People, Partnerships and Culture	- Ensure that kaimahi files containing Personal Information are retained and disposed of within the timeframes set out in this procedure. - Recruitment procedures are followed as set out in this procedure. - All points outlined in the Privacy Policy and this procedure are followed in line with your role.
Ohu Kaitiaki	- All points outlined in the Privacy Policy and this procedure are followed in line with your role. - If you have any doubts or concerns, contact the Privacy Officer.
People and Culture Kaimahi	- Update changes to Personal Information as soon as you are notified. - In cases of doubt, seek the advice of the Privacy Officer before disclosing any information. - Handle requests from ohu kaitiaki and kaimahi to access their files as laid out in this procedure. - Handle all files described in this procedure in line with this procedure and the Privacy Policy. - All points outlined in the Privacy Policy and this procedure are followed in line with your role.
Kaimahi	All points outlined in the Privacy Policy and this procedure are followed in line with your role.

	• If you have any doubts or concerns, contact the Privacy Officer. • Promptly reports any breaches to the Privacy Officer • Assists with requests made to the Provider under the Act, where required. • Promptly forwards any compliance notices or other correspondence received from the Privacy Commissioner to the Privacy Officer • If responsible for engaging contractors or consultants, ensures contractors and consultants understand their obligations under the Act and undertake to comply with this policy.
Privacy Officer	• All points outlined in the Privacy Policy and this procedure are followed in line with your role. • The Privacy Officer is the primary contact responsible for engaging with the Privacy Commissioner in relation to privacy matters. This includes responding to compliance notices, cooperating with investigations or complaint proceedings and submitting a notice of any Notifiable Privacy Breach.

4. Ngā Tikanga | Definitions

Term	Means
Ākonga	References our learners/students
Information Privacy Principles	The Information Privacy Principles prescribed in section 22 of the Privacy Act 2020 (the Act), as set out in the Appendix to the Privacy Policy.
Kaimahi	All employees of the Provider, including contracted staff, consultants and secondees providing services for the Provider, and those on fixed-term contracts.
Notifiable Privacy Breach	In accordance with section 112 of the Act, a notifiable privacy breach means a privacy breach that it is reasonable to believe has caused serious harm to an affected individual or individuals or is likely to do so (taking into account the factors set out in section 113 of the Act). The factors set out in section 113 of the Act are: a) any action taken by the agency to reduce the risk of harm following the breach b) whether the Personal Information is sensitive in nature: c) the nature of the harm that may be caused to affected individuals d) the person or body that has obtained or may obtain Personal Information as a result of the breach (if known) e) whether the Personal Information is protected by a security measure, and f) any other relevant matters
Ohu Kaitiaki	All those operating at a governance level, including Council members and members of Council's advisory committees.

Personal Information	In accordance with the Act, Personal Information means information about an identifiable individual and includes information relating to a death that is maintained by the Registrar-General under the Births, Deaths, Marriages, and Relationships Registration Act 1995 or any former Act. For the avoidance of doubt, Personal Information includes (without limitation) the following types of information: name, age, contact details, images, course of study, IRD number and banking details.
Privacy breach	In accordance with section 112 of the Act, a privacy breach means: a) unauthorised or accidental access to, or disclosure, alteration, loss, or destruction of, the Personal Information, or b) an action that prevents the agency from accessing the information on either a temporary or permanent basis, and Includes any of the things listed in paragraph (a) or an action under paragraph (b), whether or not it: a) was caused by a person inside or outside the agency, or b) is attributable in whole or in part to any action by the agency, or c) is ongoing.
Privacy Officer	One or more individuals appointed in accordance with section 201 of the Act. The Provider's Privacy Officer is the Director of Support Services

5. Ngā Hononga ki Tuhinga kē | Links to Other Documents

Ngā Kaupapa-Here e hāngai ana Related policies - Privacy Policy - Official Information Policy
Ngā Tukanga me ngā hātepe Processes, procedures Data Breach Response Plan
Ture whai take Relevant legislation

Data Breach Response Plan

Mō wai me te whānuitanga | Audience and scope

This plan is relevant to all NorthTec employees, including contracted staff, consultants and secondees providing services for NorthTec, and those on fixed term contracts (collectively referred to as Employees in this document).

Specific roles are instrumental to this plan:

- Director People and Culture
- Director Support Services
- Director Akonga Success
- Manager – Digital
- Manager – Corporate Accounts
- Academic Registrar

Mokamoka whakaaetanga | Approval details

Version number	1.0	Issue date	14 October 2026
Approval authority	Council	Date of approval	14 October 2026
Plan sponsor (has authority to make minor amendments)	Director Support Services	Plan owner	Director Support Services
Contact person	Lisa Aubrey	Date of next review	14 October 2028

Ngā whakatikatika | Amendment history

Version	Effective date	Created/reviewed by	Reason for review/comment
V1.0	14 October 2026		

Data Breach Response Plan

1. Kupu whakataki | Introduction

- 1.1. A data breach is a security incident in which sensitive, protected or confidential data is copied, transmitted, viewed, stolen or used by an individual unauthorised to do so. In the context of the Privacy legislation, it extends to an action that prevents NorthTec from being able to access personal information on a temporary or permanent basis.
- 1.2. NorthTec is committed to managing personal information in accordance with the Privacy Act 2020 and the Privacy Policy of NorthTec.
- 1.3. NorthTec needs to be prepared to act quickly in the event of a data breach or suspected data breach and determine whether it is likely to result in serious harm and, in conjunction with the Privacy Officer, whether the breach is a notifiable privacy breach. A notifiable privacy breach is a privacy breach that it is reasonable to believe has caused, or is likely to cause, serious harm to an affected individual or individuals.
- 1.4. IT is to be proactive in managing this risk by completing annual risk analysis and regular security audits of Information systems and supporting infrastructure with timely remedial action.
- 1.5. The Data breach response plan has been informed by the Privacy Act 2020 and the current guidelines available on the Privacy Commissioner webpage (with these reviewed for updates on an ongoing basis).
- 1.6. This document should be read in conjunction with the Privacy Policy of NorthTec and any privacy procedures.

2. Pūtake | Purpose

- 2.1. The purpose of this Data breach response plan is to set out the processes to be followed by NorthTec staff in the event NorthTec experiences a data breach or suspects that a data breach has occurred.

3. Data breach alert

- 3.1. Where a suspected data breach has been identified, the following information must be collated immediately and provided to the Director People, Partnership and Culture and the Privacy Officer/Director Support Services:
 - a) When the breach occurred (time and date)
 - b) Description of the breach
 - c) How many people likely to have been affected
 - d) Cause of the breach (if known) otherwise how it was discovered
 - e) Which system(s) if any are affected
 - f) What area of the organisation is affected
 - g) Whether any corrective action has already been taken to remedy or ameliorate the breach (or suspected breach) and if so, details of the action and any advice received today.
- 3.2. Once notified of the information above, the Director People, Partnership and Culture and the Privacy Officer/Director Support Services will engage with the IT team and determine the type of data breach that has occurred and:
 - a) Whether financial information is involved
 - b) Whether personal information is involved
 - c) Whether the information is of a sensitive nature
 - d) Whether there has been unauthorized access to the information, or unauthorized disclosure of the information or a loss of information.

- e) Where the breach involves financial information or is in any way commercially sensitive, the Director Finance will be immediately informed.

3.3. In all instances, the Chief Executive will be informed where the breach is of a serious nature and could in any way impact upon the reputation of NorthTec (refer 3.5 below).

Criteria for determining severity

- 3.4. In determining whether a breach could potentially be of a serious nature, the Director People, Partnership and Culture and the Privacy Officer/Director Support Services will have regard to:
- a) The type and extent of information involved
 - b) Whether multiple individuals have been affected
 - c) Whether the information is protected by any security measures (password protection or encryption)
 - d) The person or kinds of persons who now have access
 - e) Whether there is (or could there be) a real risk of serious harm to the affected individual(s) including any specific damage (financial loss through identity theft, loss of employment, physical injury or other forms of specific harm); loss of benefits (any adverse effect on the rights, benefits, privileges, obligations or interests of the individual(s)) or emotional harm.
 - f) Whether there could be media or stakeholder attention as a result of the breach or suspected breach.
- 3.5. If the breach is or could potentially be serious, the entire Data breach response team will be convened and the Chief Executive informed of this decision.

Data breach response team

- 3.6. The Data breach response team will consist of the following:
- a) Director People, Partnership and Culture
 - b) Director Support Services/Privacy Officer
 - c) Director Akonga Success
 - d) Academic Registrar where the breach relates to an academic matter
 - e) Manager Corporate Accounts where the breach relates to financial information
 - f) Manager External Engagement where appropriate
 - g) Manager Digital and/or representative of IT team

4. Ngā Hātepe | Procedure

4.1. Step one: Immediately contain the breach

- a) Immediately contain the breach (if this has not already occurred). Corrective action may include retrieval or recovery of the personal information, ceasing unauthorised access, shutting down or isolating the affected system. In the case of a staff member, their machine will be quarantined and their network account locked until such time the response team are satisfied there is no further risk.
- b) Director Support Services in conjunction with Director People, Partnerships and Culture to appoint a suitable person to lead the initial investigation.
- c) Data breach response team to identify personnel from other areas - this might include people from within NorthTec or those from outside who have the expertise to deal with the situation.
- d) Decide who needs to know within the organisation - build a list of those who need to be informed, internal auditors, risk managers, legal advisers.
- e) Be careful not to destroy evidence that may be needed by NorthTec or the Police in finding the cause of the problem or which might allow the issue to be fixed.

4.2. Step two: Evaluate the risk

- a) Evaluate the risks associated with the breach, including collecting and documenting all available evidence of the breach.
- b) Call upon the expertise of, or consult with, relevant staff in the particular circumstances
- c) Engage an independent cyber security or forensic expert, as appropriate
- d) Assess whether serious harm is likely
- e) Consider developing a communication or media strategy including the timing, content and method of any announcements to learners when enrolled at NorthTec, staff or the media.

4.3. Step three: Consideration as to whether people affected should be notified

- a) What is the risk of harm to people whose information has been breached?
- b) Is it reasonable to believe that the breach caused (or could cause) serious harm to the affected individuals? This will involve a collective review of the matters considered at paragraph 3.4(e) above.
- c) In assessing serious harm, regard should be had to:
 - the particular situation and, for example, whether there is a risk of identity theft, could it result in physical harm or damage to the individual's reputation or relationships, does it relate to health information
 - who has obtained the information as a consequence of the breach
 - how many individuals are affected, how wide spread is the breach and how long has it been occurring.
 - if the breach relates to an entity or person that NorthTec has a commercial relationship with, then even if this is not personal information, what are the legal and contractual obligations.

4.4. Step four: Notification process

The above information will be communicated to the Privacy Officer as soon as reasonably practicable. The Privacy Officer will then apply the Privacy Procedures for notifying a Notifiable Privacy Breach to the Privacy Commissioner and advise on the circumstances in which notification should be made to the affected individual(s) or public notification given (having regard to sections 114 to 116 of the Privacy Act 2020). Where a decision is made to give public notification of a breach, this should be escalated to the Chair of the Council of NorthTec and the Chief Executive before the notification is submitted to the Privacy Commissioner.

4.5. Step five: Notify third parties, if necessary

The Data breach response team should consider whether the following groups or organisations should also be informed, bearing in mind any obligations of confidentiality:

- a) Third party contractors or other parties who may be affected
- b) Internal business units not previously advised of the privacy breach,
- c) NorthTec Council
- d) Union or other employee representatives
- e) Police
- f) Insurers
- g) Professional or other regulatory bodies
- h) Credit card companies, financial institutions or credit reporting agencies.

4.6. Step six: Prevent a repeat

Once the breach matters have been dealt with, the Data breach response team should turn attention to the following:

- a) Identify lessons learnt and remedial action that can be taken to reduce the likelihood of recurrence – this may involve a review of policies, processes, refresher training
- b) Prepare a report for submission to the Executive Leadership Team, NorthTec Council and notifiable parties
- c) Consider the option of an audit to ensure necessary outcomes are effected and effective
- d) The amount of effort should reflect the significance of the breach, and whether it happened as a result of a systemic problem or an isolated event. It could include:
 - A security audit of both physical and technical security
 - A review of policies and procedures
 - A review of employee training practices
 - A review of any service delivery partners caught up in the breach.

4.7. Step seven: Consider whether a disciplinary process is required

If the breach was caused by a staff member, consult with Director People and Culture to assess whether a disciplinary process under the Disciplinary Policy is warranted.

If a contractor caused the breach, consult with the relevant relationship manager and Director Legal and Risk as to whether the relevant contract should be terminated.

5. Ngā Haepapa | Roles and Responsibilities

Role	Responsibilities
IT representatives	• Ensure all relevant information is provided.
Director Support Services and/or Director People, Partnerships and Culture	• Appoint data breach investigation lead • Identify relevant personnel • Convene the response team if assessed serious in nature.
Data breach response team	• Assess and determine the potential impact of data breach • Ascertain whether the breach is a notifiable privacy breach • Undertake steps outlined in this plan including containment of the data breach and prevent reoccurrence.
Privacy Officer/Director Support Services	• Comply with the Privacy Procedures when the breach is identified as a notifiable privacy breach • Ensure timely notification to the Privacy Commissioner where appropriate • Liaise with Communications in relation to the manner in which notification to the affected individuals is to take place.
Manager – External Engagement	• Work with Privacy Officer and Data breach response team on appropriate means of notifying a serious breach to the affected individuals or whether notification to other parties is deemed appropriate • Develop and disseminate internal and external communications, in coordination with the Data breach response team, where appropriate.
Director People, Partnerships and Culture	• Carry out any resulting staff disciplinary processes

6. Ngā Hononga ki Tuhinga kē | Links to Other Documents

- Privacy Act 2020 (legislation.govt.nz)
- NorthTec Privacy Policy and Procedures

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- Office of the Privacy Commissioner – Responding to privacy breaches (privacy.org.nz)
 - Office of the Privacy Commissioner – Data Safety Toolkit (privacy.org.nz)

Kaupapa-here | Protected Disclosures (Whistleblowing) Policy

Mō wai me te whānuitanga | Audience and scope

This is a Policy of Northland Polytechnic (NorthTec) (**Provider**). This Policy applies to all current and former employees of the Provider, including contracted staff, consultants and secondees providing services for the Provider; Ohu Kaitiaki, which extends to all those operating at governance level. Including Council members, and members of Council's advisory committees, and those on fixed-term contracts (collectively referred to as **Kaimahi** in this Policy).

Mokamoka whakaaetanga | Approval details

Version number	1.0	Issue date	14/10/2026
Version history		Reason for amendment/s (see below)	
Approval authority	NorthTec Council	Date of approval	
Policy sponsor (has authority to make minor amendments)	Director People, Partnerships and Culture	Policy owner	Director People, Partnerships and Culture
Contact person	Dom Hayeard	Date of next review	14/10/2028

Ngā whakatikatika | Amendment history

Version	Effective date	Created/reviewed by	Reason for review/comment
1.0	14 October 2026		New legal entity

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Kaupapa-here | Protected Disclosures (Whistleblowing) Policy

1. Pūtake | Purpose

- 1.1. The purpose of this policy is:
- to facilitate and encourage the reporting and investigation of matters of serious wrongdoing in and by the Provider; and
 - to comply with the laws and practices that protect the rights of people who raise concerns about serious wrongdoing, including the Protected Disclosures (Protection of Whistleblowers) Act 2022 (**'the Act'**).

2. Ngā Mātāpono | Principles

- 2.1. The Provider aims to maintain an engaging, safe, and ethical working environment. Kaimahi are encouraged to report serious wrongdoing; and the Provider is committed to the protection of those who make protected disclosures.
- 2.2. The Provider will:
- Protect the identity of kaimahi who make a protected disclosure in accordance with the Act, this Policy and its related procedures.
 - Take no disciplinary proceedings or retaliatory action (whether actual or threatened) against the person for making a protected disclosure, or for referring one to an appropriate authority, provided that the disclosure was made in good faith and was not frivolous, vexatious or trivial.
 - Treat kamahi making a protected disclosure and their relatives and associates no less favourably than others in the same or similar circumstances, provided that the disclosure is made in good faith and is not frivolous, or vexatious.
- 2.3. Neither a discloser who makes a protected disclosure nor a receiver who refers a protected disclosure to an appropriate authority is liable to any civil, criminal, or disciplinary proceeding because of making or referring the disclosure.
- 2.4. Kaimahi who disclose their own wrongdoing are not protected under the Act and will be subject to normal disciplinary proceedings and liabilities as if another individual had disclosed the wrongdoing. In determining any action that the Provider may take, consideration will be given to them coming forward on their own volition.
- 2.5. A disclosure will be protected if all the following are true:
- the information is about serious wrongdoing in or by the Provider
 - you reasonably believe the information is true or likely to be true
 - you make the disclosure to an appropriate person as outlined in the Protected Disclosures Procedures
 - you want the disclosure to be protected and for the matter to be addressed under this policy and related procedure
 - in making the disclosure internally to the Provider, you:

- i) comply with this Policy, the Protected Disclosure procedure and any other aspects of the Act that may be relevant; or
 - ii) make the disclosure to the Chief Executive Officer or relevant Deputy Chief Executive Officer.
 - f) in making the disclosure externally to an appropriate authority, you comply with the Act.
- 2.6. Providing a disclosure is made in accordance with 2.5 above, you will be entitled to protection even if:
- a) You are mistaken and there is no serious wrongdoing,
 - b) you do not refer to the name of the Act when making the disclosure, or
 - c) you technically fail to comply with some of the Act's requirements (as long as you have substantially complied with the Act),
 - d) you also make the disclosure to another person (as long as you do so on a confidential basis, to seek advice about whether or how to make a protected disclosure).
- 2.7. Your disclosure will not be protected if:
- a) you know the allegations are false,
 - b) you do not act in good faith,
 - c) the information you're disclosing is subject to legal privilege,
 - d) you disclose the information to the media, on social media, or to any third parties other than for the purpose/s of clause 2.6 d).
- 2.8. A person who discloses information in support of, or relating to, someone else's protected disclosure is also entitled to protection under the Act if that person:
- a) does not disclose in bad faith; and
 - b) discloses the information in accordance with this Policy, the related procedure and the Act.
- The same protections will apply to that discloser as if the information were a protected disclosure.
- 2.9. The Provider is committed to addressing protected disclosures thoroughly, in a timely manner, and in accordance with the Act. The processes which the Provider will undertake to do this are outlined in the Protected Disclosures (Whistleblowing) Procedure which should be read in conjunction with this Policy.
- 2.10. Serious wrongdoing is defined in this Policy (section 5, Definitions) and by the Act. Concerns such as dissatisfaction with leadership, more minor misconduct matters, or employment issues which are more properly covered by the Employment Relations Act 2000, may not amount to serious wrongdoing and therefore would not be covered by this Policy, its related procedure, or the Act.
- 2.11. Further information and guidance on making a protected disclosure can be found here <https://www.ombudsman.parliament.nz/what-we-can-help/serious-wrongdoing-work-whistleblowing>.

3. Ngā Haepapa | Responsibilities

Role	Responsibilities
All kaimahi	Be aware of and take all reasonable steps to ensure compliance with this policy

Managers	Responsible for the day-to-day management and implementation of this policy
Discloser / Whistle-blower	Follow this policy and the related procedures in making a protected disclosure
Receiver	Follow this policy and the related procedures in receiving and addressing a protected disclosure
Investigator	- May be another employee of the Provider or an external investigator - Investigates the complaint according to the terms of reference - Must be neutral and consider all information in a balanced way - Establishes the facts but does not make or influence the decision regarding any action to be taken

4. Ngā Tikanga | Definitions

Term	Definition
Appropriate Authority	An appropriate authority is a trusted external party who can be approached if a discloser is not confident about making the disclosure within the Provider. A discloser may report serious wrongdoing to an appropriate authority at any time - they do not have to go through the Provider first. An appropriate authority includes: - The head or deputy head of any public sector organisation - Any officer of Parliament as listed in Schedule 2 of the Act (e.g., the Ombudsman, Controller and Auditor-General); - and the membership body of a particular profession, trade, or calling with the power to discipline its members. Appropriate authorities, as receivers of protected disclosures, should handle a protected disclosure in accordance with the requirements in the Act. Special provisions of the Act limit who the appropriate authorities are for disclosures relating to intelligence and security or international relations information: - disclosures that include international relations information must only be disclosed to an Ombudsman - disclosures that include intelligence and security information must only be disclosed to the Inspector of Intelligence and Security, or if the information relates to serious wrongdoing in or by the office of the Inspector-General of Intelligence and Security, the Prime Minister. Note: Ministers and members of Parliament are not appropriate authorities.
Discloser / Whistle-blower	A discloser or whistle-blower is a person who has an employment type relationship with the organisation they are disclosing about. This includes current and former employees, homeworkers, secondees, contractors, volunteers and board members.

Term	Definition
Frivolous Complaint	A complaint without serious purpose or value. It may have little merit and be trivial, or where investigating it would be out of proportion with the seriousness of the issues complained about.
Good Faith	To deal with each other in a way that does not, or will not, mislead or deceive each other. A mutual obligation shared by both the employer and kaimahi to actively work constructively together and with open communication.
Legal Privilege	Legal privilege protects communications between a client (e.g. the Provider) and their legal adviser if the communication was: a) intended to be confidential; and b) made for the purposes of requesting or obtaining legal advice.
Natural Justice	Natural justice means that a process must be conducted without bias. It includes three key rules to enable this: a) In an investigation, kaimahi must be advised of the allegations in as much detail as possible, given time to prepare and present their side of the story including evidence and must be given the opportunity to reply to the allegations. b) Investigators and decision makers must be impartial and act without bias in procedures related to decision making. Decisions must be based on a balanced and considered assessment of the information and evidence. c) Decisions must be based on logical proof or evidence. Investigators or decision makers should be able to clearly point to the evidence on which the decision is based. Evidence presented by one party must be disclosed to the other party, who may then have the opportunity to respond.
Protected Disclosure	A protected disclosure is when the discloser believes on reasonable grounds that there is, or has been, serious wrongdoing in or by their organisation. For a disclosure to be protected, it must generally be disclosed in accordance with the Act and not disclosed in bad faith.
Receiver	The person who received the disclosure from the discloser (the Provider or an appropriate authority)
Retaliate	Retaliate means doing any of the following: a) dismissing the employee b) refusing or omitting to offer or afford to the employee the same terms of employment, conditions of work, fringe benefits, or opportunities for training, promotion, and transfer as are made available to other employees of the same or substantially similar qualifications, experience, or skills employed in the same or substantially similar circumstances c) subjecting the employee to any detriment or disadvantage (including any detrimental or disadvantageous effect on the employee's employment, job performance, or job satisfaction) in circumstances in which other employees employed by the employer in work of that description are not or would not be subjected to such detriment or disadvantage d) retiring the employee, or requiring or causing the employee to retire or resign e) organising to do any of the above.

Term	Definition
Serious Wrongdoing	Serious wrongdoing is an act, omission, or course of conduct, which constitutes one or more of the following: - An offence - A serious risk to public health, or public safety, or the health or safety of any individual, or to the environment - A serious risk to the maintenance of the law including the prevention, investigation and detection of offences or the right to a fair trial - An unlawful, corrupt, or irregular use of public funds or public resources - Oppressive, unlawfully discriminatory, or grossly negligent or that is gross mismanagement by a public sector employee or a person performing a function or duty or exercising a power on behalf of a public sector organisation or the Government
Vexatious Complaint	A complaint without merit that is intended to cause inconvenience or expense to the Provider or any member of staff. Includes obsessive, persistent, insistent, prolific, harassing or repetitious complaints. Where the complainant is insistent on pursuing unmeritorious complaints and/or unrealistic outcomes beyond all reason, or complaints with merit in an unreasonable manner.

5. Ngā Hononga ki Tuhinga kē | Links to other documents

Ngā Kaupapa-Here e Hāngai ana Related policies - Bullying, Discrimination and Harassment Policy - Code of Conduct - Conflicts of Interest Policy - Fraud and Corruption Policy
Ngā Tukanga me ngā Hātepe Processes, Procedures Protected Disclosures (Whistleblowing) Procedure

Ngā Hātepe | Protected Disclosures (Whistleblowing) Procedure

Mō wai me te whānuitanga | Audience and scope

This is a procedure of Northland Polytechnic (NorthTec) (**Provider**). This Procedure applies to all current and former employees of the Provider, including contracted staff, consultants and secondees providing services for the Provider; Ohu Kaitiaki, which extends to all those operating at governance level. Including Council members, and members of Council's advisory committees, and those on fixed-term contracts (collectively referred to as **Kaimahi** in this Procedure).

This Procedure only applies to protected disclosures of serious wrongdoing as defined by the Protected Disclosures (Protection of Whistleblowers) Act 2022 (**'the Act'**).

Mokamoka whakaaetanga | Approval details

Version number	1.0	Issue date	14 October 2026
Version history		Reason for amendment/s	
Approval authority	NorthTec Council	Date of approval	14 October 2026
Procedure sponsor (has authority to make minor amendments)	Director People, Partnerships and Culture	Procedure owner	Director People, Partnerships and Culture
Contact person	Dom Hayward	Date of next review	14 October 2028

Ngā whakatikatika | Amendment history

Version	Effective date	Created/reviewed by	Reason for review/comment
1.0	14 October 2026		New entity established

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Ngā Hātepe | Protected Disclosures (Whistleblowing) Procedure

1. Pūtake | Purpose

The purpose of this Procedure is to set out the process by which actual, suspected, or anticipated serious wrongdoing within the Provider may be reported and how the Provider will address such wrongdoings. This Procedure does not set out the process for protected disclosures made by kaimahi to another appropriate authority – these authorities will follow their own procedures.

Alongside the Protected Disclosures (Whistleblowing) Policy, this Procedure provides information and guidance to kaimahi on the protections available under the Act.

This Procedure and its related policy are separate from, and additional to, any rights and obligations that a person may have under the Act.

2. Tirohanga Whānui | Overview

- 2.1. The Provider is committed to the highest possible standards of openness, honesty, and accountability, and recognises it is likely that kaimahi will be the first to realise that there may be something seriously wrong within the Provider. In line with this commitment, the Provider encourages kaimahi with genuine and serious concerns about any aspect of the Provider to come forward and voice those concerns as a 'protected disclosure', in line with our Protected Disclosures (Whistleblowing) Policy and this related Procedure.
- 2.2. All kaimahi must use good judgement to maintain the trust, respect and reputation of the Provider, including taking action to prevent the occurrence of wrongdoing. If you become aware of any serious wrongdoing, you should follow the process set out in this Procedure.
- 2.3. If you are unsure whether your concerns are best addressed through this Procedure or through another avenue, you can arrange for a confidential conversation with your People and Culture advisor. For specialist external advice on making a protected disclosure you can contact the Ombudsmen on 0800 802 602.

3. Ngā Hātepe | Procedure

Understanding protected disclosures

- 3.1. When kaimahi have reasonable grounds to believe that there is, or has been, serious wrongdoing in or by the Provider, they can disclose that wrongdoing and be protected under the Act so long as the disclosure is made in accordance with this Procedure, the related policy and the Act.
- 3.2. Serious wrongdoing is an act, omission, or course of conduct as defined in the Act and section 6 of this Procedure.

3.3. Only current and former kaimahi can make a protected disclosure about the Provider. For the purposes of this Procedure, this means anyone who is, or was formerly:

- a) an employee (Permanent, Fixed Term or Casual)
- b) a homemaker
- c) a contractor
- d) a secondee
- e) a member of the Provider's Council
- f) a member of one of the Council's advisory committees or the academic board, or
- g) a volunteer.

Making a protected disclosure

3.4. If you are aware of serious wrongdoing in or by the Provider and would like to make a protected disclosure you can speak to any of the following people at the Provider:

- a) Your manager
- b) Director People, Partnerships and Culture
- c) Director Akonga Success
- d) Director Support Services
- e) A senior member of the People and Culture team
- f) Chief Executive Officer
- g) Council Chair.

3.5. When making a protected disclosure you should inform the receiver that you want the disclosure to be protected and for the matter to be addressed under this Procedure and related policy.

3.6. Allegations of serious wrongdoing should be made in good faith and not be frivolous, vexatious or without good reason.

3.7. Disclosures of serious wrongdoing within the Provider can also be made to an appropriate external authority as outlined in the definition section of this Procedure.

3.8. A disclosure to an appropriate authority can be made at any time, you do not need to disclose the serious wrongdoing internally first.

Information to provide

3.9. A disclosure can be made orally or in writing. When reporting wrongdoing, it will be helpful if you are able to provide some, or all of the following information to assist with an investigation:

- a) The nature of the wrongdoing
- b) Any background information including dates and history of the issue
- c) Why you believe the allegation of wrongdoing is true
- d) Any other supporting information you may have including:
 - The names of the people involved, if this is known to you
 - Any supporting documents/emails/messages relating to the wrongdoing
 - the name(s) of others that may be able to verify or provide further relevant information

Making a disclosure in support of someone else's protected disclosure

- 3.10. A person who discloses information in support of, or relating to, someone else's protected disclosure is also entitled to protection under the Act if that person:
- a) does not disclose in bad faith; and
 - b) discloses the information in accordance with this Procedure, the related policy and the Act.
- The same protections will apply to that discloser as if the information were a protected disclosure.

Reporting other concerns

- 3.11. If you do not consider the wrongdoing serious enough to be a serious wrongdoing, or appropriate to disclose through this Procedure, you can raise such matters under alternative processes, e.g., as a breach of the Code of Conduct. Alternatively, you can arrange for a confidential meeting with your People and Culture advisor to explore alternative avenues and select an appropriate way to have your concerns addressed. In this case, the protections of the Act will not apply.

What happens once you have made your disclosure?

- 3.12. Within 20 working days of receiving a protected disclosure, the receiver (the Provider or an appropriate authority) will acknowledge to the discloser their receipt of the disclosure, consider whether it warrants investigation, and deal with the matter by doing one or more of the following:
- a) investigating the disclosure
 - b) addressing any serious wrongdoing by acting or recommending action
 - c) referring the disclosure to an (or another) appropriate authority
 - d) deciding that no action is required.
- 3.13. The receiver will ask you to confirm whether you have made the disclosure to anyone else, and the outcome of that disclosure.
- 3.14. The receiver will inform you about what they have done or are doing to address the matter, including reasons for that decision.
- 3.15. If the receiver is unable to complete these actions within 20 working days, they should begin the process and inform you how long it may take.

Referrals

- 3.16. A protected disclosure may be referred by the receiver where there is a more appropriate person or authority to manage the disclosure. Referrals of a protected disclosure can be made:
- a) by someone who receives a disclosure within the Provider, to an appropriate authority
 - b) by someone who receives a disclosure within the Provider, to another kaimahi as listed in 3.4
 - c) by an appropriate authority to the Provider, or to another appropriate authority.
- 3.17. The kaimahi to whom you made the disclosure must consult you before making a referral. The person to whom the disclosure is referred then becomes the receiver and the same protections will apply.

Further disclosure

- 3.18. You are entitled to disclose your protected disclosure further to a Minister of Parliament or the Speaker of the House if you reasonably believe that the Provider or the appropriate authority:
- a) has not acted as it should as set out in the “what happens once you have made your disclosure” section; or
 - b) in dealing with the matter has not addressed the serious wrongdoing.

Anonymity and confidentiality

- 3.19. If you make a protected disclosure, information which identifies you will be kept confidential, unless you consent to its disclosure, or its disclosure is essential to:
- a) the effective investigation of the allegations; or
 - b) prevent serious risk to public health, public safety, the health or safety of an individual, or the environment; or
 - c) comply with the principles of natural justice; or
 - d) an investigation by a law enforcement or regulatory agency for the purpose of law enforcement.
- 3.20. The receiver will consult with the discloser before releasing identifying information in accordance with 4.19 a) or c) above. If practical, the receiver will also consult with the discloser before releasing identifying information in accordance with 4.19 b) or d). In any event, where information is released in accordance with 4.19, the receiver will inform the discloser of its release.
- 3.21. If you make a disclosure of wrongdoing, you must keep the disclosed information confidential between yourself and the receiver in accordance with this Procedure and related policy (with the exception of a support person as specified below).
- 3.22. If you need to talk to a support person, like a friend or colleague about your disclosure, you can do this and still be entitled to protection. However, you will only be entitled to protection if you have this conversation:
- a) on a confidential basis; and
 - b) for the purpose of seeking advice about whether or how to make a protected disclosure in accordance with this Procedure and related policy.

Breaches of confidentiality

- 3.23. If you believe information which identifies you has been released for reasons beyond those listed in 4.19 and that this release has caused or may cause you loss or detriment, you may be able to make a complaint under Part 5 of the Privacy Act 2020.
- 3.24. Information relating to complaints under the Privacy Act can be found here:
<https://www.govt.nz/browse/consumer-rights-and-complaints/how-to-complain/privacy-complaints/>

Investigation process

-
- 3.25. The investigation process will vary depending on the nature of the wrongdoing reported. All investigations will be conducted in a manner that is timely, fair, objective and affords natural justice to all involved.
- 3.26. The allegations will be considered by the receiver to determine whether an investigation is warranted. The receiver may need to seek advice. In doing so they must ensure the confidentiality of the discloser is maintained.
- 3.27. In accordance with 3.12 and 3.14 you will be notified of this decision as soon as possible and no later than 20 working days after making your disclosure. You will be provided with reasons if it is decided that no action is required.
- 3.28. If an investigation is to be undertaken, this will occur as soon as possible. An investigation will generally be warranted unless the allegation is considered to be frivolous or vexatious. Where appropriate, an independent formal investigation will be undertaken.
- 3.29. Those accused of the wrongdoing will have the right to be heard on the allegation(s). If you made the disclosure and did not do so anonymously, you will also have a right to be heard during the investigation and to be kept informed of progress as appropriate.
- 3.30. If you make a disclosure in good faith that is found to be incorrect or is not upheld by the investigation, no action will be taken against you, and you will be entitled to the protections in accordance with the Protected Disclosure Policy and under the Act.
- 3.31. If you have concerns with the way an investigation is progressing or the outcome of an investigation, there are avenues for you to raise your concerns. For more information on this, please refer to the Office of the Ombudsman website: <https://www.ombudsman.parliament.nz/what-ombudsman-can-help/serious-wrongdoing-work-whistleblowing>

No retaliation or unfavourable treatment

- 3.32. It is in the interest of the Provider for wrongdoing to be reported. The Provider will not tolerate or engage in any actual or threatened behaviour which:
- a) discourages someone from reporting serious wrongdoing
 - b) is seen as a retaliation to a reported serious wrongdoing
 - c) is seen as treating someone, their relatives or associates, less favourably than others in the same or similar circumstances because they reported a serious wrongdoing (such treatment amounts to a breach of the Human Rights Act 1993).
- 3.33. When making a protected disclosure and reporting serious wrongdoing in good faith, no civil, criminal, or disciplinary proceedings can be taken against you for making a protected disclosure or referring it to an appropriate authority.
- 3.34. If you suffer retaliatory action from the Provider, or a representative of the Provider, for making a protected disclosure, you can raise a personal grievance under the section 103(1)(j) Employment Relations Act 2000.

- 3.35. If there are reports of any potential discrimination, retaliation, threats, or harassment arising from the reporting or investigation of any serious wrongdoing, the Provider will investigate and you must co-operate, as required, in the investigation.
- 3.36. If you are unsure about anything relating to protected disclosures, you can seek information and guidance from the Office of the Ombudsman: <https://www.ombudsman.parliament.nz/what-ombudsman-can-help/serious-wrongdoing-work-whistleblowing>

4. Ngā Haepapa | Responsibilities

Role	Responsibilities
All kaimahi	• Be aware of and take all reasonable steps to ensure compliance with this Procedure
Managers	• Responsible for the day-to-day management and implementation of this Procedure
Discloser / Whistle-blower	• Follow this Procedure and related policy in making a protected disclosure
Receiver	• Follow this Procedure and related policy in receiving and addressing a protected disclosure
Investigator	• May be another employee of the Provider or an external investigator • Investigates the disclosure according to the terms of reference • Must be neutral and consider all information in a balanced way • Establishes the facts but does not make or influence the decision regarding any action to be taken

5. Ngā Tikanga | Definitions

Term	Definition
Appropriate Authority	An appropriate authority is a trusted external party who can be approached if a discloser is not confident about making the disclosure within the Provider. A discloser may report serious misconduct to an appropriate authority at any time, they do not have to go through the Provider first. An appropriate authority includes: a) The head or deputy head of any public sector organisation. b) Any officer of Parliament as listed in Schedule 2 of the Act (e.g., the Ombudsman, Controller and Auditor-General); c) and the membership body of a particular profession, trade, or calling with the power to discipline its members. Appropriate authorities, as receivers of protected disclosures, should handle a protected disclosure in accordance with the requirements in the Act. Special provisions limit who the appropriate authorities are for disclosures relating to intelligence and security or international relations information. a) disclosures that include international relations information must only be disclosed to an Ombudsman b) disclosures that include intelligence and security information must only be disclosed to the Inspector of Intelligence and Security, or if the information relates to serious wrongdoing in or by the office of the Inspector-General of Intelligence and Security, the Prime Minister. Note: Ministers and members of Parliament are not appropriate authorities.
Discloser / Whistleblower	A discloser or whistleblower is a person who has an employment type relationship with the organisation they are disclosing about. This includes current and former employees, homeworkers, secondees, contractors, volunteers and board members.
Frivolous Complaint	A complaint without serious purpose or value. It may have little merit and be trivial, or where investigating it would be out of proportion with the seriousness of the issues complained about.
Good Faith	To deal with each other in a way that does not, or will not, mislead or deceive each other. A mutual obligation shared by both the employer and kaimahi to actively work constructively together and with open communication.
Legal Professional Privilege	Legal professional privilege, protects communications between a client (e.g. the Provider) and their legal adviser if the communication were: a) intended to be confidential; and b) made for the purposes of requesting or obtaining legal advice.
Natural Justice	Natural justice means that a process must be conducted without bias. It includes three key rules to enable this: a) In an investigation, kaimahi must be advised of the allegations in as much detail as possible, given time to prepare and present their side of the story including evidence and must be given the opportunity to reply to the allegations.

Term	Definition
	b) Investigators and decision makers must be impartial and act without bias in procedures connected with the making of a decision. Decisions must be based on a balanced and considered assessment of the information and evidence. c) Decisions must be based on logical proof or evidence. Investigators or decision makers should be able to clearly point to the evidence on which the decision is based. Evidence presented by one party must be disclosed to the other party, who may then subject it to scrutiny.
Protected Disclosure	A protected disclosure is when the discloser believes on reasonable grounds that there is, or has been, serious wrongdoing in or by their organisation, they disclose in accordance with the Act, and they do not disclose in bad faith.
Receiver	The person who received the disclosure from the discloser (the Provider or an appropriate authority).
Retaliate	Retaliate means doing any of the following: a) dismissing the employee b) refusing or omitting to offer or afford to the employee the same terms of employment, conditions of work, fringe benefits, or opportunities for training, promotion, and transfer as are made available to other employees of the same or substantially similar qualifications, experience, or skills employed in the same or substantially similar circumstances c) subjecting the employee to any detriment or disadvantage (including any detrimental or disadvantageous effect on the employee's employment, job performance, or job satisfaction) in circumstances in which other employees employed by the employer in work of that description are not or would not be subjected to such detriment or disadvantage d) retiring the employee, or requiring or causing the employee to retire or resign e) organising to do any of the above.
Serious Wrongdoing	Serious wrongdoing is an act, omission, or course of conduct, which constitutes one or more of the following: a) An offence b) A serious risk to public health, or public safety, or the health or safety of any individual, or to the environment c) A serious risk to the maintenance of the law including the prevention, investigation and detection of offences or the right to a fair trial d) An unlawful, corrupt or irregular use of public funds or public resources e) Oppressive, unlawfully discriminatory, or grossly negligent or that is gross mismanagement by a public sector employee or a person performing a function or duty or exercising a power on behalf of a public sector organisation or the Government.
Vexatious Complaint	A complaint without merit that is intended to cause inconvenience or expense to the Provider or any of the Provider's kaimahi. Includes obsessive, persistent, insistent, prolific, harassing or repetitious complaints. Where the complainant



Term	Definition
	is insistent on pursuing unmeritorious complaints and/or unrealistic outcomes beyond all reason, or complaints with merit in an unreasonable manner.

6. Ngā Hononga ki Tuhinga kē | Links to Other Documents

Ngā Kaupapa-Here e Hāngai ana | Related Policies

- Bullying, Discrimination and Harassment Policy
- Conflicts of Interest Policy
- Fraud and Corruption Policy
- Protected Disclosures (Whistleblowing) Policy
- Privacy Policy
- Code of Conduct

Ngā Tukanga me ngā Hātepe | Processes, Procedures

Sensitive Expenditure Policy

Mō wai me te whānuitanga | Audience and scope

This is a policy of Northland Polytechnic (NorthTec) (**Provider**). This policy applies to:

- a) all employees of the Provider, including contracted staff and secondees providing services for the Provider, and those on fixed-term contracts (collectively referred to as **kaimahi** in this policy); and
- b) where appropriate, **Ohu Kaitiaki**, which extends to all those operating at a governance level, including Council members and members of Council's advisory committees.

It covers all expenses including travel, credit cards, and the receiving of gifts, hospitality, and entertainment to and from individuals or organisations external to the Provider. It also includes gifts received from, or made to, ākonga/learners.

This policy extends to the giving and receiving of koha.

Mokamoka whakaaetanga | Approval details

Version number	1.0	Issue date	14 October 2026
Approval authority	NorthTec Council	Date of approval	14 October 2026
Policy sponsor (has authority to make minor amendments)	Director Support Services	Policy owner	Director Support Services
Contact person	Lisa Aubrey	Date of next review	14 October 2028

Amendment history

Version	Effective date	Created/reviewed by	Reason for review/comment
1.0	14 October 2026		New Entity Established

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Sensitive Expenditure Policy

1 Purpose

The purpose of this policy is to set out the expectations for appropriate use of public funds for business expenses, to ensure the Provider meets its contractual obligations to its preferred supplier for travel management, and all kaimahi act responsibly to withstand parliamentary and public scrutiny. This policy covers the giving and receiving of gifts, koha, hospitality, entertainment together with travel expenditure, sensitive expenditure, and use of credit cards.

2 Overarching Principles

- 2.1 Expenditure must be within budget and authorised (within the delegation of the authoriser) before it is incurred. Non-compliance with this policy may result in kaimahi incurring unapproved expenses at their own expense. Non-compliance may result in disciplinary action up to and including dismissal without notice. For contractors, non-compliance may result in the immediate termination of their contract for service.
- 2.2 Kaimahi will work with integrity, ethically and responsibly to meet all the Code of Conduct requirements. When undertaking official duties, kaimahi should not be out of pocket; or have any personal gain or benefit.
- 2.3 Gifts and/ or hospitality may not be offered or received except for a justified business purpose and are subject to the principles of moderate and conservative expenditure, integrity, preserving impartiality and be open to parliamentary and public scrutiny.
- 2.4 The guiding principles for expenses are those contained in the Office of the Controller and Auditor-General's (OAG) good practice guide. All expense decisions must adhere to the following principles:
 - a) be moderate, reasonable, and appropriate to the situation
 - b) have a justified business purpose
 - c) be subject to high standards of integrity
 - d) be impartial, transparent, and open to parliamentary and public scrutiny
 - e) be pre-approved in accordance with the Delegations Policy, within budget, and be authorised appropriately
 - f) no individual may approve their own expense or an expenditure they may have benefited from
 - g) ensure all kaimahi are aware of this policy and any supporting procedures
 - h) all reimbursement claims need to be in English or Te Reo Māori (or with certified translation at the submitter's cost, before payment)
- 2.5 The policy applies to all expenses made and received by kaimahi and specifically covers the following sensitive expenditure areas where expenses may be incurred in the course of business:
 - a) entertainment and hospitality

- b) travel and accommodation
- c) goods and services
- d) giving and receiving gifts and/or hospitality offers
- e) giving and receiving koha
- f) communications technology, including hardware and use of mobile devices
- g) use of the Provider's assets
- h) catering and meals, no reimbursement for expenses incurred on any form of alcoholic beverages
- i) sponsorship
- j) credit card usage

3 Sensitive Expenditure

- 3.1 In general terms "sensitive expenditure" refers to all expenses incurred by the Provider that could be seen as giving some private benefit to any kaimahi in addition to the business benefits the Provider derives from the expense. It is the circumstances in which the expense occurs, together with the materiality and cost, which will determine whether it is potentially a sensitive expenditure.
- 3.2 Sensitive expenditure is discretionary expenditure, and choices can be made about the type, level or nature of expenditure and can be perceived to have an element of personal benefit. Sensitive expenditure includes, but is not limited to, the expenditure listed below:

Expenditure
Travel ¹ - air, car rentals, taxis, private mileage, accommodation, meals ²
Entertainment and hospitality (please see requirements in relation to alcohol at paragraph 8 below)
Using mobile devices and communication technology
Gifts (both receiving and giving) including koha
Individual training or professional development (excluded as addressed in Learning and Development Policy)

- 3.3 Travel expenses, entertainment and hospitality should be arranged as per the guidelines of this policy. Any expenses that fall above the amounts or guidelines specified in this policy should be treated as sensitive expenditure.

¹ As per the Delegations Policy, all overseas travel must be approved by the delegated authority prior to any reservations being made. Chief Executive overseas travel is to be approved by the Chairperson.

² All Council expenditure is to be approved by the Chairperson of the Council. The Chairperson's expenditure is to be approved by the Deputy Chairperson.

- 3.4 Sensitive expenditure will be consistent with accountability and responsibility standards that the public expects of public servants using taxpayer money, as set out in the guidelines from the Office of the Auditor-General - [Controlling sensitive expenditure: Guide for public organisations](#).
- 3.5 All sensitive expenditure must be clearly identifiable and accurately recorded in the financial systems of the Provider. The Provider will maintain a Koha, Gifts and Hospitality Register.
- 3.6 Sensitive expenditure must be correctly coded and appropriate supporting documentation, for example, invoices, must be filed.

4 Giving and receiving

- 4.1 The Provider recognises the giving and receiving of gifts, hospitality and entertainment is customary for certain justified business purposes. However, such exchanges can be sensitive because of the range of purposes it can serve, the opportunities for private benefit, and the wide range of opinions as to what is appropriate. All gift and hospitality giving and receiving must follow the principles set out in this policy.
- 4.2 All gifts and hospitality received by kaimahi (irrespective of \$ value) should be recorded in the Koha, Gifts and Hospitality Register, and records kept in accordance with the Public Records Act 2005. This requirement extends to all recipients and so where a gift is received by kaimahi and kaimahi then regifts to another kaimahi, or is permitted to retain the gift by the Provider, then the regift must also be recorded in the Koha, Gifts and Hospitality Register.
- 4.3 Kaimahi will take measures to avoid any risk of a gift or hospitality being excessive or inappropriate, or involving an expectation of a favour in return.
- 4.4 Kaimahi must not accept any gift, hospitality, or other consideration if this could be perceived as either an inducement or reward for doing, or refraining from doing, anything in an official capacity, or showing favour or disfavour to any person in an official capacity.
- 4.5 The conduct of individuals should not create the perception of any conflict between their official duties and their private interests. All kaimahi must comply with the Conflict of Interest Policy and Procedures.
- 4.6 Where kaimahi attend an event, function, or occasion where they are representing the Provider and are presented with a gift or donation from external parties such as:
 - a) ākonga
 - b) organisations and third parties
 - c) other government entities
 - d) other individuals,

the gift or donation is considered the property of the Provider. Where a koha is received, please refer to section 5 of this Policy.

- 4.7 Where kaimahi are travelling on business and wish to stay with a friend or relative instead of staying in accommodation, then a contribution to their host can be provided up to \$50 GST exclusive per night and the expense claim can be made for the actual and reasonable costs.

Leaving gifts

- 4.8 Where Kaimahi have under 8 years of service, kaimahi can have a small team morning tea funded by the Provider to the amount of \$10 per person, up to a maximum of \$200 (GST Inclusive).
- 4.9 Where Kaimahi have over 8 years of service, kaimahi can have a small team morning tea funded by the Provider to the amount of \$10 per person up to a maximum of \$300 (GST Inclusive), of which the Provider could use up to \$100 (GST Inclusive) of this maximum towards a gift. A leaving gift (if any) must not exceed this limit.

End of year function

- 4.10 The Executive Leadership Team will approve an amount per person (GST Inclusive) for full time and part time kaimahi for the end of year function.
- 4.11 Expressing congratulations or sympathy (such as cards, flowers, tokens or small presents) should be self-funded, as this is not perceived good use of public money. Exceptions may be approved by the Chief Executive to purchase modest flowers for kaimahi who have suffered bereavement involving immediate family members.

Recognising Successes or Significant Achievements

- 4.12 Celebrating business successes or significant achievements is an important part of any workplace and is encouraged in terms of its core values. Celebrating, however, does not always mean a catered event is required. The nature of the achievement and form of recognition should be considered including whether a catered event is required or not.
- 4.13 If a catered event is considered appropriate in the circumstances, how and when this could be provided should be considered e.g. at a quarterly event, team meeting.

Catering Internal Staff Meetings

- 4.14 Refreshments for internal short-duration meetings are available from the appropriate staff kitchens and tea making facilities provided by the Provider.
- 4.15 Catering for internal staff meetings (morning teas, lunch, afternoon tea) may be provided as follows:
- A working lunch (and refreshments) is acceptable where the meeting runs for most of the day (5+ hours) and where the meeting bridges 12pm to 1pm.
 - Morning teas or afternoon teas where the meeting exceeds four hours.
- 4.16 Exceptions to this may be approved by the Chief Executive, where there is a justified business purpose, and this must be documented on the relevant expenditure records.

Catering Meetings with External Parties

- 4.17 Refreshments may be provided for short duration meetings with external parties and, where appropriate, a working lunch if the meeting bridges 12 midday to 1pm.

Expenditure Which is not Appropriate

- 4.18 In addition to catering for routine, non-recognition short-duration internal kaimahi meetings, there are a number of specific kaimahi related expenses that are not appropriate to be funded from divisional budgets:
- Buying cakes, flowers, cards and presents to celebrate kaimahi birthdays, weddings, birth of a child or similar personal events.
 - Purchase of flowers for kaimahi unless in exceptional circumstances such as bereavement of immediate family members.
 - Purchase of food or alcohol for Friday (or other evening) drinks (unless via a formal internal catering mechanism allowed for above).
 - Purchase of refreshments/meals for colleagues during routine “catch-ups” or work in progress meetings.

5 Koha

Koha is a gift or contribution made in a Māori cultural context, usually in recognition of hospitality or some beneficial action or service. Koha reflects the mana of both the donor and the recipient and embodies the philosophy of reciprocity.

Koha (both given and received) should be in keeping with the Provider’s commitment to give effect to Te Tiriti o Waitangi.

The Provider recognises the giving and receiving of koha is in the spirit of tikanga ā-iwi (cultural practices/tribal customs) and is appropriate for occasions such as tangihanga, for use on a marae, and support for pōwhiri, mihi whakatau, meetings, or other events. While this is recognised, the Provider – as a public organisation – is also aware of the need to manage the expenditure and receipt of koha sensitively and with due diligence.

- 5.1 Like gifts and hospitality, koha is considered sensitive expenditure and so is subject to the principles of integrity and financial good judgement as set out in this Policy. Any koha offered or accepted must have a justified cultural purpose, be open and transparent and free from conflict of interest.
- 5.2 Koha may not be offered or given by the Provider in substitution for legitimate payment or remuneration, including expenses such as the hiring of marae, provision of food and/or associated resources. However, this does not prohibit ākonga/learners, kaimahi or Ohu Kaitiaki from making a koha contribution out of their own resources as part of a learning and/or cultural experience.
- 5.3 Where kaimahi attend an event, function, or occasion where they are representing the Provider and are presented with a koha from an external individual or organisation, this koha is considered the property of the Provider.

- 5.4 Similarly, where kaimahi are presented with a koha from ākonga/learners, suppliers, or other individuals/organisations, this koha is also considered the property of the Provider.
- 5.5 All koha received by the Provider or kaimahi from external parties should be recorded in the Koha, Gifts and Hospitality Register.
- 5.6 Giving or receiving koha may only be approved in accordance with the delegated authority levels specified in accordance with the Delegations Policy.
- 5.7 The Provider will reimburse kaimahi for expenses incurred in koha in accordance with this policy.

Taonga

- 5.8 Taonga refers to a treasured possession or anything that is prized in Māori culture. This term can be applied to anything considered to be of value including socially or culturally valuable objects, resources, phenomenon, ideas, and techniques.
- 5.9 The Provider shall maintain a register or inventory of taonga.

6 Managing Integrity of Expenditure

- 6.1 Follow these steps to ensure integrity of expenditure:
 - a) Managers must document explanations for any discretionary expenses, particularly sensitive expenditure such as but not limited to travel, entertainment, internal events, or expenses that may appear unusual.
 - b) All expenses must be within the delegated approver's budgeted authority and be authorised and approved according to relevant policies, procedures and guidelines prior to the sensitive expenditure being incurred. The Procurement Policy in particular has processes around how to select and purchase from suppliers.
 - c) If the expenditure is high in value in the circumstances, or there is a conflict-of-interest (perceived or otherwise on the part of the person incurring the expense), or could be perceived as sensitive, or the delegated approver is unavailable, then the cost should be referred to the delegated approver one above or the Chief Executive.
- 6.2 The above standard integrity tests must be applied to evaluate if an expense is reasonable and that it complies with the standards of appropriate spending by the Provider. If you have any doubt at all, check with your manager and do not approve the expense.

7 Budget and Financial Delegation Holders

- 7.1 Budget and financial delegation holders must ensure that:
- a) all approved expenditure uses the one-up principle
 - b) all approvals meet this policy's standards, principles, and other requirements
 - c) the correct expenditure coding is used
 - d) the expenditure is within budget
 - e) all supporting documents are filed
 - f) their approval is within the Delegations Policy
- 7.2 The authorising manager is accountable for their sensitive expenditure decisions, compliance, and consequences of breaches of this policy. Compliance will be monitored by Finance.
- 7.3 All kaimahi involved in making or approving sensitive expenditure are required to comply with this policy. In addition to the recording of gifts in the Koha, Gifts and Hospitality Register, Council members are required to report gifts on an annual basis within 2 months of the end of each financial year (31 December).
- 7.4 Where any expenditure within scope of this policy is deemed to be unreasonable by the Chief Financial Officer or Chief Executive, an explanation will be sought from the authoriser.
- 7.5 Kaimahi who consider there are grounds for enquiry into inappropriate expenditure may advise their manager or Finance immediately. Alternatively, regard should be had to the Protected Disclosures (Protection of Whistleblowers) Act 2022 (or any replacement legislation) and the Protected Disclosures Policy adopted by the Provider in compliance with this. Council members who consider there to be grounds for enquiry should advise the Chair of Council and / or the Chief Executive.

8 Decision Making

- 8.1 Applying judgment in decision making regarding giving or accepting a gift or donation.

Standards

- 8.2 All expenses and / or acceptance of a gift must withstand internal and external scrutiny. To ensure this, kaimahi are asked to apply these standard probity tests before incurring or approving expenditure for a gift:
- a) Can the Provider confidently justify this expenditure / gift to the Minister, a taxpayer, a stakeholder, or other interested party?
 - b) Does the expenditure support the functions of the Provider? If so, what are the specific organisational benefits?
 - c) Would publicity on the expenditure or acceptance of the gift reflect a well-managed and prudent organisation?
 - d) Is the expenditure or value of the gift moderate and appropriate to the occasion?
 - e) Is the expenditure good value for money?

Considerations

- 8.3 If the expenditure on a gift or donation to be given or to be received is significant, or likely to be contentious, please consider the following:
- a) Is a risk management strategy necessary for this gift? If so, is it in place?
 - b) Do the benefits outweigh any risks?
 - c) Does the activity's frequency or significance warrant developing a specific policy with which to manage the Provider's risk?

9 Alcohol

- 9.1 Expenditure on alcohol should be considered an infrequent event and any amount must be approved in advance by the Chief Executive. This includes alcohol purchased for programme delivery e.g. hospitality, super yachts.
- 9.2 The Provider is committed to providing a healthy and safe environment for kaimahi, learners and guests. When entertaining, kaimahi and guests' health and safety must be considered, especially when alcohol is consumed. The Provider's code of conduct and Health and Safety Policy should be considered. The Provider may apply a disciplinary process where any conviction for driving under the influence of alcohol affects a person's ability to carry out their role to fullest extent. When entertaining, we must ensure health and safety of all participants, and moreover the perception of entertainment using public funds.

10 Travel

- 10.1 The Provider has one preferred supplier, Orbit, and this supplier must be used to book all air travel, accommodation, and rental vehicles. This suppliers must be used by all kaimahi.

Approval to Incur Travel Expenses

- 10.2 Consideration should be given for the need to travel prior to making a booking. Video or telephone conferencing may be an acceptable alternative.
- 10.3 All travel by kaimahi or any other person for business or study purposes, whether within New Zealand or overseas, must be approved prior to the travel and authorised in accordance with the Delegations Policy.
- 10.4 Travel funded by the Provider should be made using the most efficient and cost-effective form of transport where possible. Whilst the lowest cost will be a key factor, consideration also needs to be given to efficiency, risk, effectiveness, appropriateness, and sustainability including travelling time, and location.
- 10.5 All domestic travel expenditure by the Chief Executive shall be approved by the Chair of Council within one month of travel occurring.

- 10.6 No-one can approve their own travel arrangements or related expenses. Their one-up manager (own cost-centre) or budget holder (another cost-centre) must approve proposed domestic travel.
- 10.7 All overseas travel outside of Aotearoa New Zealand must be approved per the Delegation Policy.
- 10.8 Kaimahi should select the most affordable travel option and not be influenced by their personal airline loyalty reward.

Family Members Accompanying Kaimahi

- 10.9 Family members are allowed to accompany a kaimahi member who is on official Provider business provided:
- a) No additional costs are incurred by the Provider
 - b) The presence of family does not interfere or compromise the work-related purpose(s) of the trip.
 - c) They do not attend any work-related meetings/functions unless expressly invited to do so by the 'host' or work-related colleagues.
 - d) Family members will purchase their own travel insurance.

Personal Travel

- 10.10 Personal leisure travel is permitted as an extension to approved business travel (e.g., weekend) as long as this is incidental to the business travel. This extension must be approved by the Chief Executive and any additional cost as a consequence of the extension is met from kaimahi personal funds.
- 10.11 Personal travel beyond authorised trip: Kaimahi travelling on Provider business will only be reimbursed for expenses incurred from Aotearoa New Zealand to their destination (and between destinations if multiple countries are included) and return. The Provider accepts no liability for personal travel costs, incidents or accidents, sight-seeing trips or other leisure activities outside of business travel; this will be at the traveller's sole discretion and responsibility.
- 10.12 Stopovers: Kaimahi may arrange private travel on stopovers during official business. In those circumstances, kaimahi must apply for leave, meet all additional expenses, including the cost of insurance cover as required and pay the travel agency the difference between their cost and the most direct and economical route to the official destination at the time of receipt of tickets. The Provider's travel insurance will not cover kaimahi for private travel, even when linked to business travel. See clause 10.21 to 10.25 for more information.

Travel Arrangements

- 10.13 Travel to attend work-related meetings or events; flights, accommodation and rental cars must be booked through preferred travel supplier via the travel coordinator allocated to your team. The travel request is then sent to your approving manager to approve your travel plans before the booking is confirmed.

- 10.14 Where more than one kaimahi is travelling to the same event then all attempts should be made to travel together where possible.
- 10.15 The Provider does not provide travel advances for any expenses claimed outside of the standard booking procedure. There can be an exception where the traveller is going overseas to a country which is cash based and, in this case, up to NZD\$2,000 worth in that currency can be advanced with approval of the Chief Executive. Note that a kamahi can only have one cash advance at any one time. On return from overseas travel a reconciliation of the expenses is required within a month, with attached receipts. All receipts need to be in English or Te Reo Māori (or with certified translation at the traveller's cost).
- 10.16 Travel arrangements should be made as soon as possible and well ahead of the actual travel date, so the expense is the most cost effective. At a minimum, travel should be booked at least 14 days in advance for domestic travel and 45 days for international. Travel booked outside of these timeframes must be approved by the Chief Executive. Economy travel is provided for all journeys, and any requested upgrades will be incurred at your own cost or are subject to the discretion of the Chief Executive having regard to the purpose of the trip and the time / cost efficiencies of an upgrade.
- 10.17 The Provider will reimburse out of pocket taxi, mileage or parking expenses and any expenses actually and reasonably incurred when travelling on Provider business in accordance with this policy. The standard should be modest and appropriately reflect public sector norms.
- 10.18 The Provider will not reimburse telephone calls and wi-fi usage on personal devices while away on business travel. If using business device while on business travel this will be provided but care should be taken to minimise the cost. Please notify ICT Helpdesk and Client Services Engineer of the dates and locations likely to be included on your business travel. This will allow the Digital Team to accommodate the access and monitor accordingly. Refer to the *Computer, Email and Internet Policy* for more detail.
- 10.19 There should not be any taxi charge cards in use as these can be used fraudulently. The Provider utilises other payment methods such as credit cards and reimbursement for taxi charges.
- 10.20 If kaimahi are using app-based/ ride-share taxi services that there will only be reimbursement for the actual business-related travel cost (i.e. no reimbursement of fees and cash). All reimbursement must be supported by documented evidence of the cost.

Travel Insurance

- 10.21 The Provider does not provide Domestic Travel insurance.
- 10.22 Travel insurance is provided by the Provider for business international travel only. Prior to booking any international travel, please review the insurance policy with your group's travel coordinator, to make sure it meets the needs of your trip. You are responsible to make sure your travel insurance covers what you need for your journey.
- 10.23 Pre-existing medical conditions need to be checked against the travel insurance policy at least 10 days prior to international travel to ensure coverage. If the insured person is fit to travel, not travelling

against medical advice, and not travelling to seek medical attention for their pre-existing condition, the policy will respond to medical expense losses related to their pre-existing condition as per standard terms and conditions.

- 10.24 The Provider will not be liable for any costs incurred due to erroneous or incomplete process. Please contact your travel co-ordinator to discuss your specific needs.
- 10.25 Independent Contractors (non-employees) travelling on Provider business are required to provide their own travel insurance and will not be covered by the Provider's policy unless otherwise negotiated with their appropriate travel approver.
- 10.26 Ākonga/learners travelling for Provider study purposes will be covered by the Provider's travel insurance policy if the travel is booked by the Provider.

Flights

- 10.27 Your Provider travel coordinator will book the most economical airfare as opposed to more expensive fully flexible option unless specifically required, in which case the reason will need to be noted. The standard class for all domestic and international in-flight travel under 10 hours is economy class.
- 10.28 Travellers may be permitted to fly premium economy where in-flight travel is more than 10 hours. Reasons for an upgrade to premium economy could include health or disability impairments, additional travel requirements i.e., a necessity to drive a further distance after landing or where there is a requirement to commence work immediately after landing. This must be approved by the Chief Executive
- 10.29 Business class travel may only be booked with approval in writing from the Chief Executive.
- 10.30 Air New Zealand is our preferred provider although in some cases for domestic travel, Jetstar flights are available for times outside of the Air New Zealand flight schedule.
- 10.31 The Provider will book a seat-only fare, which will include only one carry-on luggage, even for overnight trips. Carry-on luggage weight restriction will be advised by the air carrier. Any cost incurred for exceeding this will be at the cost of the traveller³. If checked baggage is required for extended trips, this must be noted when originally contacting your travel coordinator.
- 10.32 It is the traveller's responsibility to check that the details contained in the itinerary are correct. This should be checked as soon as the travel documents are sent through to you in order to correct any mistakes.

Travel Cancellations

- 10.33 Where a flight is cancelled, or a traveller is unable to fly, contact the travel coordinator as soon as possible or if outside of business hours, contact the Provider's preferred travel supplier directly. For

³ Please check your airlines website for the most up to date information.

any cancellations, the travel coordinator must be contacted prior to travel commencement, where possible, in order for the Provider to recoup any losses. If the cancellation needs to be made outside of standard business hours, you are required to contact the Provider's preferred Travel supplier directly on their afterhours number. The Provider's preference is that where possible, if the travel cannot be refunded or held in credit, an alternative date is to be booked for future travel.

Air Travel Loyalty Programmes/Clubs

- 10.34 Airlines are not to be selected based on reward schemes, these must only be incidental to the business travel.
- 10.35 Paid membership to lounges or clubs must be made from a kaimahi personal account or from their personal airpoints account.
- 10.36 As a part of the All of Government agreement with Air New Zealand, airpoints are not accrued when travelling for the Provider, however, status points will continue to be accrued.

Accommodation

- 10.37 If it is possible, flights will be booked in and out of the required destination on the same day. There will not be additional accommodation booked unless flights are unavailable or there is a business or safety need to stay overnight.
- 10.38 Accommodation bookings are to be booked to the economy standard within Aotearoa New Zealand, on or under the rate of NZD\$300 (GST Inclusive) for Auckland and Wellington and NZD\$240 for other locations per night. This standard will include a single room with bathroom facilities. Depending on the country, international accommodation can be above economy standard, but must be approved by the Chief Executive prior to the booking being made.
- 10.39 Where accommodation is not available within the capped rate above, the most appropriate option based on business need and value for money shall be selected, ensuring the selection is defensible under public scrutiny. Documentation showing the rationale for the selection shall be collated by the travel coordinator and reported when requested.
- 10.40 Any room upgrades must receive the prior approval within the delegated authority.
- 10.41 Travellers are discouraged from arranging their own accommodation. It is the Provider's duty to ensure that the accommodation is fit for purpose. No expense reimbursement would be provided if own accommodation is arranged.

Meals

- 10.42 Where it is necessary to travel overnight to attend Provider duties or an approved training event, the Provider will cover reasonable meal expenses where meals are not otherwise provided as part of a Provider event or the approved training event.

- 10.43 The Provider considers reasonable meal expenses (GST inclusive) in New Zealand dollars (NZD): breakfast up to \$35, lunch up to \$35 and dinner up to \$57. Credit card surcharges for payment by this method are additional to these meal expense limits. Individual cases outside these guidelines may only be approved by the Chief Executive. Note the cost of any alcohol consumed with a meal is not reimbursable.
- 10.44 The Provider will not pay for any expenditure relating to snacks, mini-bars, alcohol, or movies. The only exception is where snacks are purchased as a substitute for a meal.
- 10.45 Room service charges will only be paid in exceptional circumstances, e.g. arrival after restaurant has closed or the restaurant is closed due to COVID-19 or other exceptional circumstance.
- 10.46 Note that no reimbursement will be provided for any tips given.

Taxi and Personal Vehicle Use

- 10.47 Please select whichever is the most cost-effective between driving your own car and claiming airport parking or using a Taxi or Uber service.
- 10.48 For personal vehicle use while travelling for business purposes, travellers may claim for the distance travelled. Mileage is paid out in line with the mileage rates published by Inland Revenue Department (IRD). Map demonstrating the distance travelled, should be provided.

Rental Vehicles

- 10.49 Rental vehicles are only used when other means of transport are unavailable, impractical, or more costly. The use of rented vehicles must be justified as a business need, rather than a personal preference, and authorised by your delegated approver.
- 10.50 Arrangements, cancellations, or changes for rental car hire shall be made through the travel coordinator or the Provider's preferred travel supplier travel if it is outside of business hours.
- 10.51 Car hire reservations shall not be made directly with a car hire company.
- 10.52 Only the named driver shall drive the rental car. If more than one person will be driving the rental car, your travel co-ordinator needs to be notified at the time of booking. Once rental cars have been arranged, they are not transferable from one person to another, and insurance will not cover any drivers who are not listed with the rental car provider.
- 10.53 The most economical type and size of rental car will be used – consistent with the requirements of the journey.
- 10.54 All traffic and road laws must be followed. The Provider accepts no responsibility for misdemeanours or traffic offences committed by kaimahi while driving any vehicle. This includes parking fines.

11 Sponsorship

Criteria for Sponsorship Approval

- 11.1 Partner organisations should have a strong link to a region by way of communities, industries, or business groups. The partner agencies must be deemed credible by Government, the community, and stakeholders.
- 11.2 Partner organisations must not associate the Provider with events or other organisations that could bring the Provider into disrepute, or affiliate the Provider with any political party.

Contracts and reporting

- 11.3 Sponsorship contracts are to be authorised by the appropriate delegated authority. Appropriate legal advice will be sought via the delegated authority prior to a contract being signed.
- 11.4 Divisions are responsible for the measurement and evaluation of outcomes of sponsorship arrangements and will maintain a central register of all approved contracts.

12 Use of assets

When can vehicles be used

- 12.1 Where a pool vehicle is required for more than 3 consecutive days, the kaimahi concerned should consider if this is the most efficient use of the vehicle. A rental car may be a better option. This does not apply to dedicated vehicles.
- 12.2 Kaimahi are permitted to take a pool vehicle home the night before it is needed, providing there is a clear advantage to the Provider in them doing so. There may be a benefit to the kaimahi, but it must be less than the benefit to the Provider.
- 12.3 Under these circumstances, kaimahi may transport their children in the Provider's vehicle as part of their work-related journey. Typical journeys would be to / from childcare facilities.

Approved uses

- 12.4 Approved uses of the Provider's (leased or owned) vehicles are for pool vehicles, any business-related use and, for dedicated vehicles, any use allowed in the user's employment agreement.
- 12.5 Vehicles should never be used in conditions they are not designed for. Any damage or associated costs of doing so may be recovered from the user.
- 12.6 Personal use of pool cars is not allowed.

Procedure following an incident or accident

- 12.7 If any vehicles are damaged:

- Exchange driver and insurance details of all parties involved. Do not admit liability for any damage, and do not make any statement that indicates you were at fault.
- Take photos of damaged vehicles and scene.
- Call the police and ambulance if the incident is significant or if anybody requires medical attention.
- Ensure your Divisional H&S Manager and Fleet Manager are informed as soon as possible.
- Inform our insurers ASAP by claims@vero.co.nz

Fuel Cards

- 12.8 A BP fuel card will be provided for each vehicle. The fuel card;
- a. Must only be used for the vehicle designated on the fuel card
 - b. Must not be used for personal use
 - c. Can only be used for purchase of fuel, oil, and car washes
 - d. Can only be used at BP, GAS and RDP stations

Disposal of assets

- 12.9 From time-to-time assets are disposed of when they become obsolete, surplus to requirements or are no longer fit for purpose. Assets must be sold in a fair and transparent manner that maximizes the disposal value, and the disposal must be approved in accordance with the Delegations Register.
- 12.10 Kaimahi disposing of assets may not benefit from the disposal in any way.
- 12.11 Assets should not be sold at a discounted rate to kaimahi.
- 12.12 Kamahi must first consider any practical open market method of sale. Where there are limited resale value, asset sales to kamahi it may be considered if approved by the relevant Manager. However, the sale must be at a fair market value, supported by the higher of two external quotes (where possible). Vehicles sales should be via Turners' auctions if a there is a branch in the locality or failing that, a similar a similar auction facility.

13 Credit Cards

Eligibility for Business Credit Card

- 13.1 Credit cards will only be issued to permanent kaimahi who have a legitimate and frequent need for them to perform their duties on the following grounds:
- a) they expect to travel frequently on Provider business; or
 - b) they incur frequent reimbursable Provider business expenses where it is not possible or time efficient to use the normal Provider procurement system.

Authorisation, Management, Monitoring and Reporting of Card Use

- 13.2 Issuing of Credit Cards is to be in accordance with the Delegations Policy.
- 13.3 Kaimahi are accountable for their use of credit cards and must observe high standards of ethical behaviour when using them.
- 13.4 All credit card holders are responsible for keeping accurate records to show the nature of the goods / services purchased as per the Public Records Act 2005.
- 13.5 Managers of kaimahi issued with credit cards are responsible for ensuring expenditure is authorised in accordance with this policy.

Acceptable Use of Credit Cards

- 13.6 Credit cards must only be used for legitimate and approved business procurement, as follows:
- a) Online purchases of subscriptions, membership renewals, professional training courses, seminars/workshops.
 - b) Sundry catering expenses for ad hoc kaimahi functions where the expenditure is pre- approved in accordance with this policy.
 - c) Social media advertising (including online marketing communication tools) where credit card is the only payment option available.
 - d) Online purchasing where it is not possible to use the normal Provider procurement system (where secure and authorised and otherwise in accordance with the guidelines for online purchasing set out in this policy)
- 13.7 The use of Credit Cards must always be in accordance with the requirements of the issuing bank.

Unacceptable Use of Credit Cards

- 13.9 Credit cards must not be used for:
- a) personal expenses
 - b) refuelling of personal vehicles while on Provider business
 - c) Any procurement where there is a contracted supplier agreement
 - d) any expenses which breach Provider policies and guidelines
 - e) cash advances of any kind
 - f) payment of koha
- 13.10 Expenditure on the Credit Card must not exceed the monthly credit limit approved at the time of issue.

Policy Breaches

- 13.11 Kaimahi who misuse their credit card or otherwise breach this policy, or who breach the credit card contractual terms and conditions specified by the issuing bank, will have their card withdrawn with immediate effect and be subject to disciplinary action.

13.12 Any intentional misuse may also lead to criminal charges. The Provider reserves all legal rights, including the right to recover any money from the cardholder by whatever legal means available.

14 Responsibilities

Role	Responsibilities
Director Support Services	Director Support Services must maintain a Koha, Gifts and Hospitality Register and ensure all kaimahi record sensitive expenditure in the register in accordance with this Policy.
Chief Executive	Chief Executive must take all practical steps to ensure further awareness of this policy through regular articles in any internal newsletter, intranet publications and email alerts, where practicable.
Kaimahi and Ohu Kaitiaki	All Council members, employees, secondees and contractors must take all practical steps to: • maintain the highest ethical standards in their activities and operations • report suspected fraud, corruption, bribery, or related misconduct • ensure they understand how to prevent fraud and corruption.
Managers	All managers, within their areas of responsibility, must take all practical steps to: • assess and minimise the risk of fraud • support the Provider's internal control systems • promote awareness of ethical and fraud prevention amongst kaimahi • ensure any reports of fraud, corruption, bribery, or related misconduct are dealt with • establish awareness raising measures that include training • regularly communicate at team meetings the importance of the policy which will also help embed a corruption free culture.

Traveller	All travellers, within their areas of responsibility, must take all practical steps to: • Travel arrangements should be made as soon as possible in line with this policy and well ahead of the actual travel, so the expenditure is the most cost effective. • Travel, accommodation, and related expenses must be conducted in the most economical, cost effective and efficient manner having regards to purpose, distance, time, personal health, security, and safety conditions. • In the event that any travel arrangements are cancelled or changed, kaimahi must notify the relevant travel coordinator as soon as practical after the decision to ensure eligible refunds are claimed.
Travel Coordinator	All international travel is to be booked by the Chief Executives Executive Assistant and they must take all practical steps to: • Ensure booking of travel for the Provider in line with this policy, ensuring all travel is correctly approved prior to releasing any documentation to the traveller. • Flights, accommodation, and car hire must be booked through the Provider's preferred travel supplier online portal. • Any significant or costly changes made to a travel booking are to be reapproved via email to the original delegated approver.
Travel Approver	• All travel approvers, within their areas of responsibility, must take all practical steps to ensure all travel that they approve meets the requirements and regulations of this policy. • All international travel is to be approved by the Chief Executive
Designated Travel Management Company	The Provider's preferred travel supplier must take all practical steps to: • Book travel, accommodation and rental vehicles as required. • Confirm travel and provide tickets to the designated travel coordinator. • Send tax invoices for payment. • Provide consolidated travel information and reports monthly.

15 Definitions

Term	Means
Accommodation	Accommodation plus other reasonable expenses incurred during a stay such as meals, phone calls, etc incurred during a hotel stay.
Actual and Reasonable Expenses	Approved costs which are actually incurred and deemed to be a reasonable standard and price for kaimahi.
Business Purposes	Any activities for and on behalf of the Provider including professional development.
Kaimahi	All employees of the Provider, including contracted staff, and secondees providing services for the Provider, and those on fixed-term contracts.
Ohu Kaitiaki	All those operating at a governance level, including Council members and members of Council's advisory committees.
Sensitive expenditure	Sensitive expenditure has the meaning set out in section 3 of this policy and includes expenditure that: • by its nature (irrespective of value) may harm the reputation of and trust in the Provider • could be seen as giving some private benefit to an individual kaimahi or Council member that is additional to the business benefit for the Provider • could be considered unusual for the Provider's business purpose and/or function • could be considered inappropriate in terms of its value and/or frequency for a public sector entity • could be considered or regarded as extravagant or immoderate for the public sector.
Sponsorship	Sponsorship is a business relationship between a provider of funds, resources, or services and an individual, event, or organisation which offers in return rights and association that may be used for commercial advantage in return for the sponsorship investment
Travel	Air flights, car rentals, bus/ferry charges, accommodation, and hotel related expenses plus any other travel related expenditure.
Travel Approver	A person at a higher level in the organisational chart than the level of the person incurring the expenditure (e.g., line manager).

16 Links to Other Documents

Ngā Kaupapa-Here e Hāngai ana | Related policies⁵

Code of Conduct
 Conflict of Interest Policy
 Computer, Email, and Internet Policy
 Disciplinary Policy
 Fraud and Corruption Policy
 Delegations Policy
 Delegations Register
 Procurement Policy
 Protected Disclosures Policy

Ture whai take | Relevant legislation

Crimes Act 1961
 Official Information Act 1982
 Protected Disclosures (Protection of Whistleblowers) Act 2022
 Privacy Act 2020
 Education and Training Act 2020
 Human Rights Act 1993

Reference

OAG Guide - [Controlling sensitive expenditure: Guide for public organisations.](#)

Kaupapa-here | Wellbeing and Safety Policy

Mō wai me te whānuitanga | Audience and scope

This is a policy of Northland Polytechnic (NorthTec). This Policy applies to all NorthTec workers, learners, contractors, subcontractors, volunteers, visitors and other persons who participate in, or may be affected by, NorthTec activities.

Mokamoka whakaaetanga | Approval details

Version number	1.0	Issue date	14 October 2026
Approval authority	Council	Date of approval	14 October 2026
Policy sponsor (has authority to make minor amendments)	Chief Executive	Policy owner	Director People, Partnerships and Culture.
Contact person	Director People, Partnerships and Culture.	Date of next review	14 October 2028

Ngā whakatikatika | Amendment history

Version	Effective date	Created/reviewed by	Reason for review/comment
V1.0	14 October 2026	NorthTec	adopted by the Council of Northland Polytechnic

Kaupapa-here | Wellbeing and Safety Policy

1. Pūtake | Purpose

- 1.1. The purpose of this Policy is to outline NorthTec's commitment to the wellbeing and safety of its workers, learners, contractors, volunteers, visitors and others who may be affected by NorthTec's activities.
- 1.2. This Policy establishes the principles and responsibilities that support NorthTec in meeting its obligations as a Person Conducting a Business or Undertaking (PCBU) and fostering a culture of wellbeing, participation, accountability and continuous improvement.

2. Ngā Mātāpono | Principles

- 2.1. NorthTec recognises that the wellbeing and safety of its people is fundamental to achieving its educational, strategic and organisational objectives and is committed to providing healthy, safe and supportive work and learning environments.
- 2.2. NorthTec is committed to:
 - maintaining healthy, safe and supportive work and learning environments;
 - eliminating risks to wellbeing and safety so far as is reasonably practicable and, where elimination is not possible, minimising those risks;
 - identifying, assessing and managing physical, psychological and psychosocial risks;
 - providing appropriate information, instruction, training, supervision and resources to support safe participation in work and learning activities;
 - consulting and engaging with workers on wellbeing and safety matters and supporting effective worker participation;
 - fostering a culture where hazards, incidents, near misses and wellbeing concerns are reported, reviewed and addressed;
 - supporting injury management, rehabilitation and return to work processes;
 - monitoring wellbeing and safety performance and seeking continual improvement; and
 - working collaboratively with contractors, partners and other PCBUs to meet shared wellbeing and safety obligations.
- 2.3. Worker participation and representation: NorthTec recognises the value of worker participation in wellbeing and safety matters and will support effective consultation and representation through established wellbeing and safety arrangements, including elected Health and Safety Representatives and any associated committees.

3. Ngā Haepapa | Responsibilities

NorthTec

NorthTec will:

- maintain systems and processes that support effective wellbeing and safety management;
- provide appropriate resources to manage wellbeing and safety risks;
- ensure mechanisms are in place for worker engagement, participation and consultation;
- maintain processes for identifying hazards, managing risks and responding to incidents;
- monitor wellbeing and safety performance and drive continual improvement;
- work with the Accident Compensation Corporation (ACC) to support staff rehabilitation and return to work programmes; and
- meet its obligations under relevant legislation and regulations.

Leaders and Managers

Leaders and managers are responsible for:

- demonstrating leadership and commitment to wellbeing and safety;
- understanding the risks associated with their work and ensuring risks are identified, assessed and appropriately controlled;
- supporting worker engagement and participation;
- ensuring workers receive appropriate information, instruction, training and supervision; and
- responding appropriately to wellbeing and safety concerns, hazards and incidents.

Workers

Workers are responsible for:

- taking reasonable care for their own wellbeing and safety and that of others;
- complying with this Policy and related procedures;
- participating in wellbeing and safety activities as required;
- reporting hazards, incidents and concerns as soon as practicable; and
- contributing to a healthy and safe working environment.

Learners

Learners are expected to:

- take reasonable care for their own wellbeing and safety and that of others;
- comply with safety requirements relevant to their learning activities;
- report hazards, incidents and concerns; and
- participate in wellbeing and safety processes where required.

4. Ngā Tikanga | Definitions

Worker has the meaning given in section 19 of the Health and Safety at Work Act 2015.

5. Ngā Hononga ki Tuhinga kē | Links to Other Documents

5.1. This Policy supports compliance with:

- Health and Safety at Work Act 2015;
- Health and Safety at Work Regulations;
- Accident Compensation Act 2001;
- Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021; and
- other relevant legislation, regulations, approved codes of practice and recognised guidance.

5.2. This Policy is supported by operational procedures, standards, guidelines and other documents approved by NorthTec from time to time.

Kaupapa-here | Child Protection Policy

Mō wai me te whānuitanga | Audience and scope

This is a policy of Northland Polytechnic (NorthTec) (**Provider**). This Policy applies to:

- All employees of the Provider, contracted staff, consultants and secondees providing services for the Provider, and those on fixed term agreements (collectively referred to as **kaimahi** in this Policy document). This also extends to homestay carers, volunteers and any Provider approved accommodation provider; and
- Ākonga (learners) who come into contact with a child during the course of their studies, including where they have course placement in regulated industries as part of their studies with the Provider.

Mokamoka whakaaetanga | Approval details

Version number	1.0	Issue date	14 October 2026
Approval authority		Date of approval	14 October 2026
Policy sponsor (has authority to make minor amendments)	Director People, Partnerships and Culture	Policy owner	Director People, Partnerships and Culture
Contact person	Dom Hayward	Date of next review	14 October 2028

Ngā whakatikatika | Amendment history

Version	Effective date	reviewed by	Reason for review/comment
1.0	14 October 2026		Established new entity

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Kaupapa-here | Child Protection Policy

1. Pūtake | Purpose

- 1.1. The purpose of this Policy is to:
 - a) Affirm the commitment of the Provider to the safety and wellbeing of children to whom it provides a service; and
 - b) Ensure that the Provider meets its obligations under the Children's Act 2014 and other relevant legislation, recognising the important role kaimahi and ākonga have in the identification and reporting of potential or actual abuse or neglect of a child.

2. Ngā Mātāpono | Principles

- 2.1. The Provider will act in the best interests of children to whom the Provider provides a service and will comply with all relevant legislation.

Safety Checking

- 2.2. The Provider is committed to ensuring that its processes and practices are compliant with the Children's Act 2014, including identification of Children's Workers roles and the robust recruitment and safety checking of these roles.
- 2.3. The Provider will Safety Check:
 - a) Any kaimahi who may be a Children's Worker in the context of their work with the Provider; and
 - b) Any ākonga who may be a Children's Worker as a consequence of a placement in a Regulated Service as part of their programme of study.
- 2.4. The Provider will undertake Safety Checks, including risk assessments as prescribed under the Children's (Requirements for Safety Checks of Children's Workers) Regulations 2015, and in accordance with its procedures.
- 2.5. The Provider reserves the right to appropriately restrict a person's Provider-based activities where:
 - a) A Safety Check identifies that they may pose a risk to children and/or
 - b) A police vet identifies that a person is not permitted to work with children under the Children's Act 2014; or
 - c) No Safety Check has been completed.
- 2.6. The Provider recognises that kaimahi or ākonga, where otherwise restricted, may obtain an exemption from the Chief Executive of a Key Agency which allows them to work as a Children's Worker and will consider this where an exemption is provided.

- 2.7. Nothing in this Policy shall limit the Provider taking what it considers are all the necessary steps to meet its legislative obligations.

Education, Training and Support

- 2.8. the Provider will provide induction, education and training to ensure that kaimahi and ākonga in Regulated Services are up to date and aware of their responsibilities under this Policy and its related procedures including:
- a) Being able to identify the signs and symptoms of potential abuse and neglect and able to take action in response
 - b) Sharing information in a timely way and discussing any child protection concerns about an individual child, as appropriate and in accordance with the Provider's procedures
 - c) Ensuring kaimahi understand the obligations around privacy, confidentiality and information sharing.

Reporting Child Abuse or Neglect

- 2.9. Kaimahi and ākonga who, in the course of their work or study at the Provider, come to believe that a child may have been, or may be at risk of being, abused, neglected, or otherwise harmed, should take appropriate action as outlined in the Provider's procedures.
- 2.10. Kaimahi and ākonga who carry out part of their work or study in the context of a Regulated Service or other providers of children's services, must be aware of and adhere to any child protection policies in place in those organisations.

3. Ngā Haepapa | Responsibilities

Role	Responsibilities
Designated Person	Key people who have received child protection training will be given the responsibility of assessing a person's suitability to engage with children.
Kaimahi and ākonga	It is the responsibility of all kaimahi and ākonga to discuss any child protection concerns, including suspected abuse or neglect, with an appropriate person. These are: a) Their manager for kaimahi b) Another manager c) A health centre nurse d) An appointed Designated Person e) People, Culture and Wellbeing team; or f) In the case of an ākonga, their supervisor or person in a relevant leadership position.
Managers	Managers will support any administrative processes as necessary to uphold the Child Protection Policy.

People and Culture	The People and Culture team will coordinate and oversee the administration of safety checking processes for kaimahi and the coordination of kaimahi training as required under this policy.
Police Vetting Administrators	The function or teams responsible for vetting of ākonga who will be Children's Workers as part of their course of study

4. Ngā Tikanga | Definitions

Term	Definition
Child	A person who is under the age of: a) 18 years; or b) 21 years and has been "in care" (as defined in the Children's Act 2014); c) a person who is under the age of 25 years and is receiving transition support from the department under Part 7 of the Oranga Tamariki Act 1989
Children's Worker	A person who works in, or provides, a Regulated Service, and the person's work: a) may or does involve regular or overnight contact with a child or children (other than with children who are co-workers); and b) takes place without a parent or guardian of the child, or of each child, being present
Designated Person	Key people who have received child protection training.
Key Agency	Agencies whose Chief Executives are able to grant an exemption under the Children's Act 2014: a) Ministry for Health b) Ministry for Education c) Ministry for Justice d) Ministry for Social Development e) Oranga Tamariki – Ministry for Children
Regulated Service	A regulated service is any service listed in Schedule 1 of the Children's Act 2014 including Health Services, Welfare, Support and Justice Services and Education Services (as defined in that Schedule).
Safety Check	A series of checks which aim to ensure a safe and competent children's workforce. This includes gathering a range of key information about a person and evaluating this information to determine whether they pose any risk in being employed working with children. Information includes but is not limited to: a) Verification of identity b) Police Vetting

	c) Risk assessment

5. Ngā Hononga ki Tuhinga kē | Links to Other Documents

Related Policies Recruitment Policy Privacy Policy
Processes, Procedures
Legislation Care of Children Act 2004 Children's Act 2014 Criminal Records (Clean Slate) Act 2004 The Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 Domestic Violence Act 1995 Education and Training Act 2020 Employment Relations Act 2000 Health and Disability Commissioner Act 1994 Human Rights Act 1993 Children, Young Persons, and Their Families (Oranga Tamariki) Legislation Act 2017 Privacy Act 2020