



**Colmar Brunton**  
A Millward Brown Company  
Social Research Agency

# Christchurch Cathedral Poll

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## RESEARCH FINDINGS

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Organisation: Great Christchurch Buildings Trust  
Attention: Jim Anderton and Philp Burdon  
From: Jeremy Todd  
Date: October 2014



## Introduction

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The current condition and fate of the Christchurch Cathedral has become the subject of public debate in the Christchurch region since the February 2011 earthquake.

Accordingly, Colmar Brunton was commissioned by the Great Christchurch Buildings Trust to conduct an independent poll of Christchurch City residents to gauge public understanding about the present condition of the Christchurch Cathedral and public preference for its future.

The overall objective is to provide independent, robust and accurate measures of Christchurch City residents' opinions on these issues.

More specifically the objectives for the study are to measure:

- Public perceptions of the current state of the Christchurch Cathedral
- Public perceptions of the possibility of restoring the Christchurch Cathedral
- Public preference for the restoration of the current Cathedral or the demolition of the current Cathedral and building of a new Cathedral
- Attitudes towards the Christchurch Cathedral
- Incidence of exposure to the Great Christchurch Buildings Trust campaign and potential influence of the campaign on public opinion.

The full questionnaire is included in the Appendix.

This document summarises the results and the methodology used to conduct the poll.

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## Detailed Methodology

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### **Research Approach - Telephone interviewing**

The poll has been conducted using telephone interviewing.

All interviews were conducted between September 29 and October 7 2014.

### **Respondent Definition**

Respondents were defined as Christchurch City residents aged 15 or more.

Within each home we interviewed the person who lived in the home who had the next birthday.

### **Sampling**

Interviewing was conducted within the area defined by the boundaries of the Christchurch City Council. This specific geographic area is reported on in the 2013 Census by Statistics New Zealand. This means that the population profile is accurately measured and publicly available which enables us to create a representative sample of residents living within this area.

Telephone numbers were generated randomly by a third party statistician from within the telephone number ranges known to exist within this geographic area. These were generated in proportion to the number of people known to be living within each local calling area within Christchurch City. Telephone numbers known to be close to the Christchurch City Council boundary were flagged and respondents were asked if they lived within that specific area. If they did not they were not interviewed. Respondents were also identified and not interviewed if they had moved out of the Christchurch City Council area and had taken their previous telephone number with them.

This sampling technique ensures everyone living in the Christchurch City Council area and who has a landline, has an equal chance of being contacted for the study – including those with unlisted telephone numbers.

This is the standard sampling approach for polling in New Zealand. Its continued effectiveness at generating a representative sample of New Zealanders was demonstrated in the lead up to the 2014 General Election when the results of the ONE News Colmar Brunton poll conducted in the week before Election Day, were within the margin for error of the Election Day result.

No sample quotas were put in place in order to avoid the quota sampling bias caused by the rejection of otherwise eligible respondents.

### **Interviewing**

The interview length was an average of 7.5 minutes long, containing no open-ended questions.

A response rate of 34% was achieved.

No Christchurch based interviewers were used during interviewing to avoid any possibility of local interviewers influencing respondents on this contentious issue.

### **Sample Size**

A total of 1,000 interviews were conducted. This sample size has a maximum margin for error of +/-3.1%.

### **Post-Weighting**

The final sample was post-weighted to correct any sample imbalances compared to the total population living in the Christchurch City Council as per the 2013 Census.

Each respondent first received a household pre-weight based on the number of people living in their home. This corrects the bias caused by people living in smaller homes (eg. 1 or 2 people) being more likely to be selected to be interviewed than those living in larger homes (eg. 4 or more people).

Following this the sample was post-weighted by age and gender as per the population breakdown in the 2013 Census for the Christchurch City Council area.

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## Executive Summary

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Without any further information other than the High Court ruling that a Cathedral must be built on the current site, a majority of Christchurch residents (51%) would prefer the Christchurch Cathedral to be restored to as close to its pre-earthquake state as possible.

- Just over four in ten (43%) would prefer it to be demolished and a new Cathedral built in its place.
- This eight percentage point difference is statistically significant at a 95% confidence level.

After being given the scenario of “if the costs of restoring the Christchurch Cathedral or of demolishing and building a new Cathedral were approximately the same, and the costs of restoration were met by private donations and not ratepayer donations”:

- Two thirds of Christchurch residents (66%) say they would prefer the Christchurch Cathedral to be restored to as close to its pre-earthquake state as possible given the conditions stated in the question.
- Three in ten (30%) would prefer it to be demolished and a new Cathedral built in its place under this scenario.

The majority of Christchurch residents **agree** (strongly or slightly) that:

- *Christchurch Cathedral has always been a vital part of Christchurch’s history and heritage (92% agree)*
- *The Christchurch Cathedral is an important part of Christchurch’s appeal to tourists (87% agree)*
- *Christchurch Cathedral is still a vital part of Christchurch’s history and heritage (86% agree)*
- *The Anglican Church may officially own the Christchurch Cathedral but Christchurch residents should have a say in its future (77% agree)*
- *It would boost the morale of Christchurch residents to know the Cathedral was going to be restored (68% agree)*
- *You personally feel a close tie to the Christchurch Cathedral and you would be very sad to see it demolished (58% agree)*

The majority of Christchurch residents **disagree** that:

- *You would like to see a new modern Cathedral built in place of the old Christchurch Cathedral (53% disagree)*

Perceptions are quite evenly divided in terms of how damaged Christchurch City residents think the Cathedral is:

- Three in ten (30%) believe it is *badly damaged throughout the building*, while slightly more than one in five (22%) believe it is *badly damaged at the front but the rest of the building has much less damage*.
- Just over one in five (22%), feel unable to offer an opinion and say “don’t know”.

Two thirds of Christchurch residents (66%) believe it is possible to restore the Christchurch Cathedral.

- Just over one in four (27%) do not believe it is possible to restore.

Six in ten Christchurch residents (60%) have recently seen aerial photos of the roof of the Cathedral and/or photos of the sides of the Cathedral. One in four have not seen any of the options presented in the survey.

Among those who have recently seen aerial photos or have seen photos of the sides of the Cathedral there is a net movement (+8 percentage points) towards preference for restoration of the Cathedral.

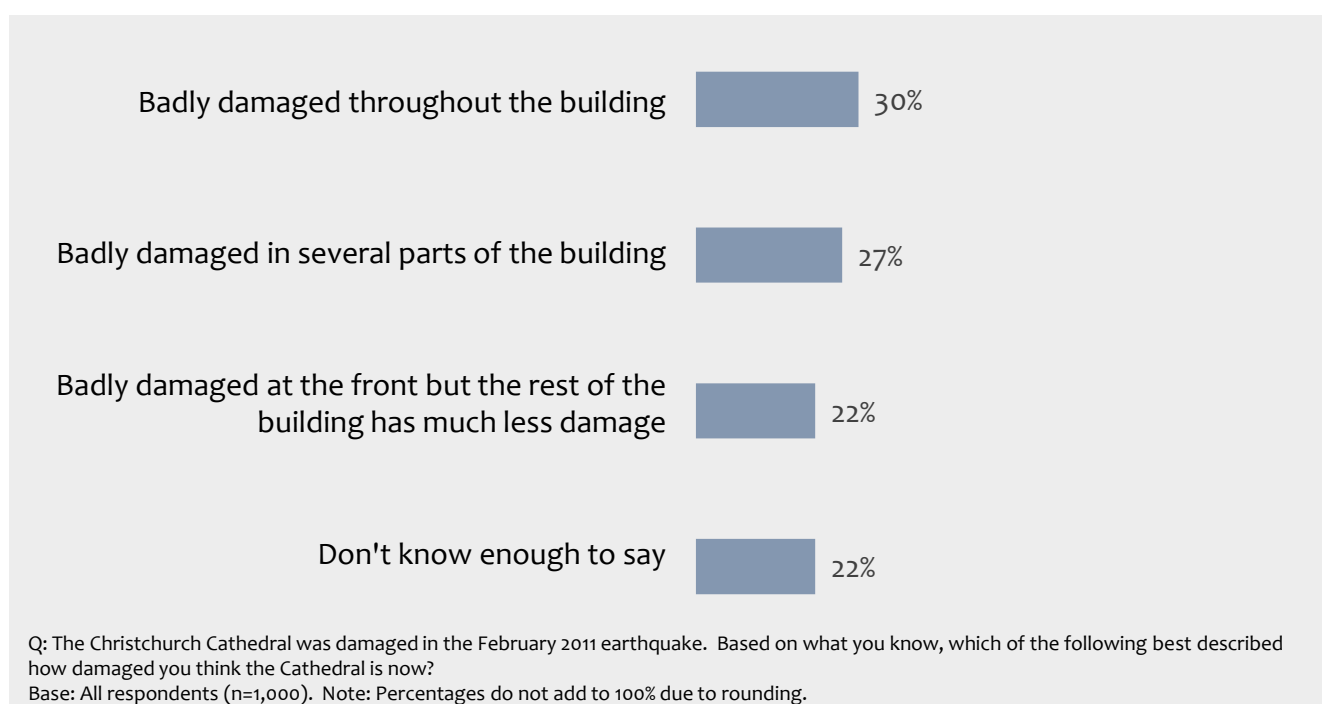
## Summary of results

### Perceived Damage To Christchurch Cathedral

Following the survey introduction and screening for the eligible person in the home, respondents were asked,

*The Christchurch Cathedral was damaged in the February 2011 earthquake. Based on what you know, which of the following best describes how damaged you think the Cathedral is now?*

The response options below were read out, with the order of the options rotated between respondents to avoid ordering bias. The results of this question are summarised below



Perceptions are quite evenly divided in terms of how damaged Christchurch City residents think the Cathedral is.

Three in ten (30%) believe it is *badly damaged throughout the building*, while slightly more than one in five (22%) believe it is *badly damaged at the front but the rest of the building has much less damage*.

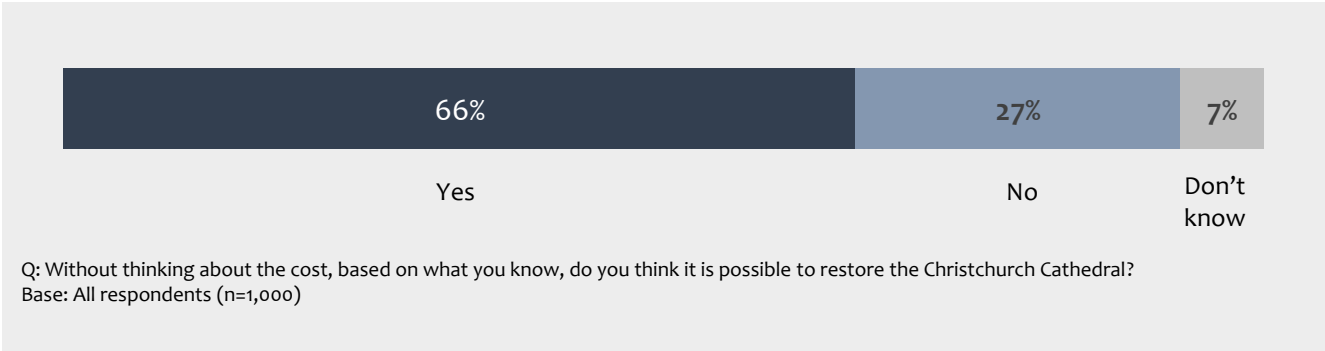
Just over one in five (22%), feel unable to offer an opinion and say “don’t know”.

## Perceptions Of The Feasibility Of Restoring Christchurch Cathedral

Respondents were then asked,

*Without thinking about the cost, based on what you know, do you think it is possible to restore the Christchurch Cathedral?*

The results of this question are summarised below.



Two thirds of Christchurch residents (66%) believe it is possible to restore the Christchurch Cathedral.

Just over one in four (27%) do not believe it is possible to restore.

Just 7% feel unable to offer an opinion.

Opinion varies significantly depending on how damaged respondents believe the Cathedral is:

- Slightly over one in two of those who believe it is *badly damaged throughout the building* (53%) believe it is possible to restore the Cathedral.
- Conversely nearly nine in ten of those who believe it is *badly damaged at the front but the rest of the building has much less damage* (87%) believe it can be restored.



## Preference For The Future Of Christchurch Cathedral

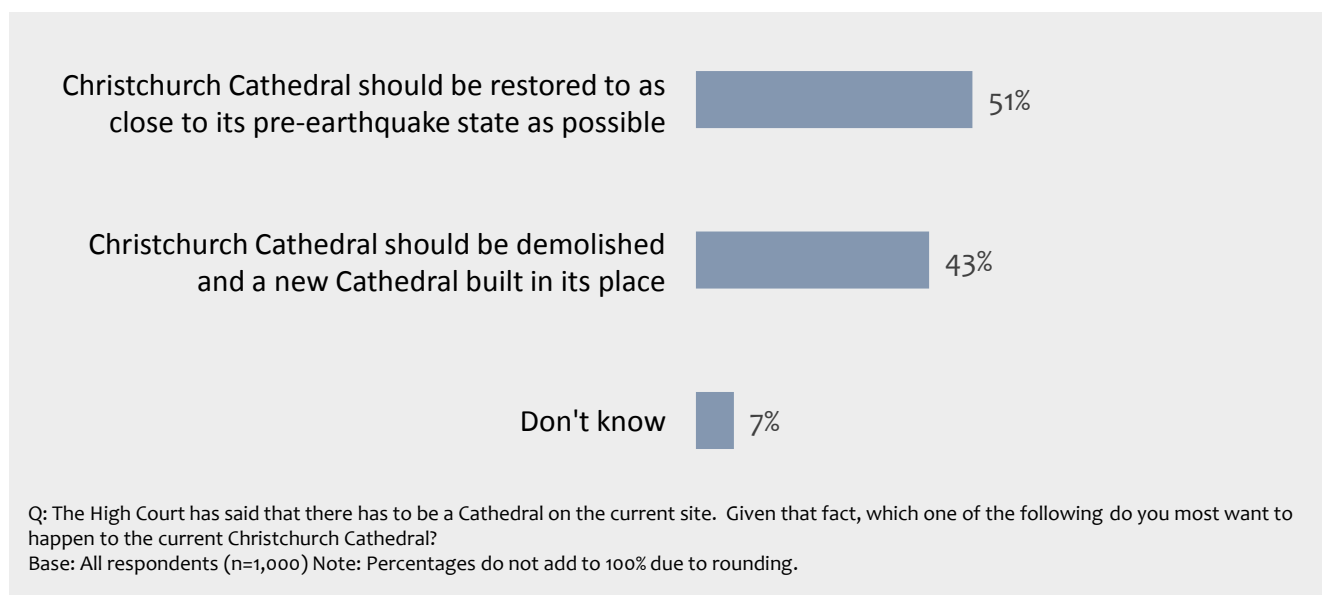
### Current Preference

All respondents were asked,

*The High Court has said that there has to be a Cathedral on the current site. Given that fact, which one of the following do you most want to happen to the current Christchurch Cathedral?*

The response options were read out to respondents and the order of these options was rotated between respondents to avoid ordering bias.

The results of this question are summarised below.



A majority of Christchurch residents (51%) would prefer the Christchurch Cathedral to be restored to as close to its pre-earthquake state as possible.

Just over four in ten (43%) would prefer it to be demolished and a new Cathedral built in its place.

Just 7% feel unable to offer an opinion.

On a sample size of n=1,000, the difference between 51% and 43% is statistically significant at a 95% confidence level.

Preference varies depending on how damaged Christchurch residents think the Cathedral is:

- Those who believe the Cathedral is *badly damaged throughout the building* are more likely to prefer demolition and a new Cathedral (63%) as opposed to restoration (33%).
- Those who believe the Cathedral is *badly damaged at the front but the rest of the building has much less damage* are more likely to prefer restoration (77%) as opposed to demolition and a new Cathedral (19%).

The survey asked people,

*What religion or spiritual group, if any, do you identify with most strongly?*

Response options were not read out and respondents were free to give any response they felt appropriate including “No religion” and “Prefer not to say”. A total 238 respondents gave Anglican as their response – a sub-sample that has a maximum margin for error of +/-6.4%.

Among Anglican respondents, 43% prefer restoration and 50% prefer demolition and a new Cathedral. On a sample size of 238 the difference between 43% and 50% is not statistically significant at a 95% confidence interval. This means that, in this poll, this sub-group is evenly divided on this question.

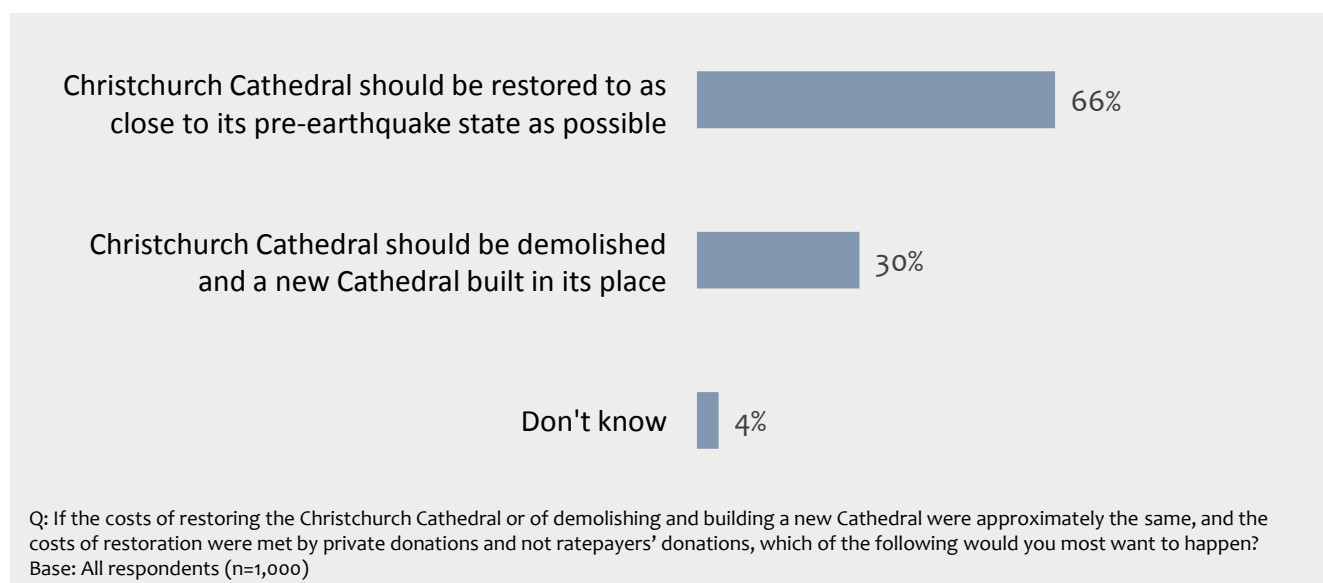
### Preference Given Certain Conditions

All respondents were then asked,

*If the costs of restoring the Christchurch Cathedral or of demolishing and building a new Cathedral were approximately the same, and the costs of restoration were met by private donations and not ratepayer donations, which of the following would you most want to happen?*

The response options were read out, and the order of the options rotated to avoid any ordering bias.

The results are summarised below.



Two thirds of Christchurch residents (66%) would prefer the Christchurch Cathedral to be restored to as close to its pre-earthquake state as possible given the conditions stated in the question.

Three in ten (30%) would prefer it to be demolished and a new Cathedral built in its place.

Just 4% feel unable to offer an opinion on this question.

Residents' perceptions of the extent of the damage again play a significant role in preference for the future of the Cathedral. However among those who believe the Cathedral is *badly damaged throughout the building* a majority (53%) now prefer restoration given the conditions stated in the question.

Among those who believe the Cathedral is *badly damaged at the front but the rest of the building has much less damage* nearly all (84%) now prefer restoration given the conditions stated in the question.

Among Anglican respondents, six in ten (60%) prefer restoration given the conditions stated in the question, and just over a third (36%) prefer demolition and a new Cathedral. This difference is beyond the margin for error within this sub-group, indicating the majority of these respondents would prefer restoration given the conditions stated in the question.

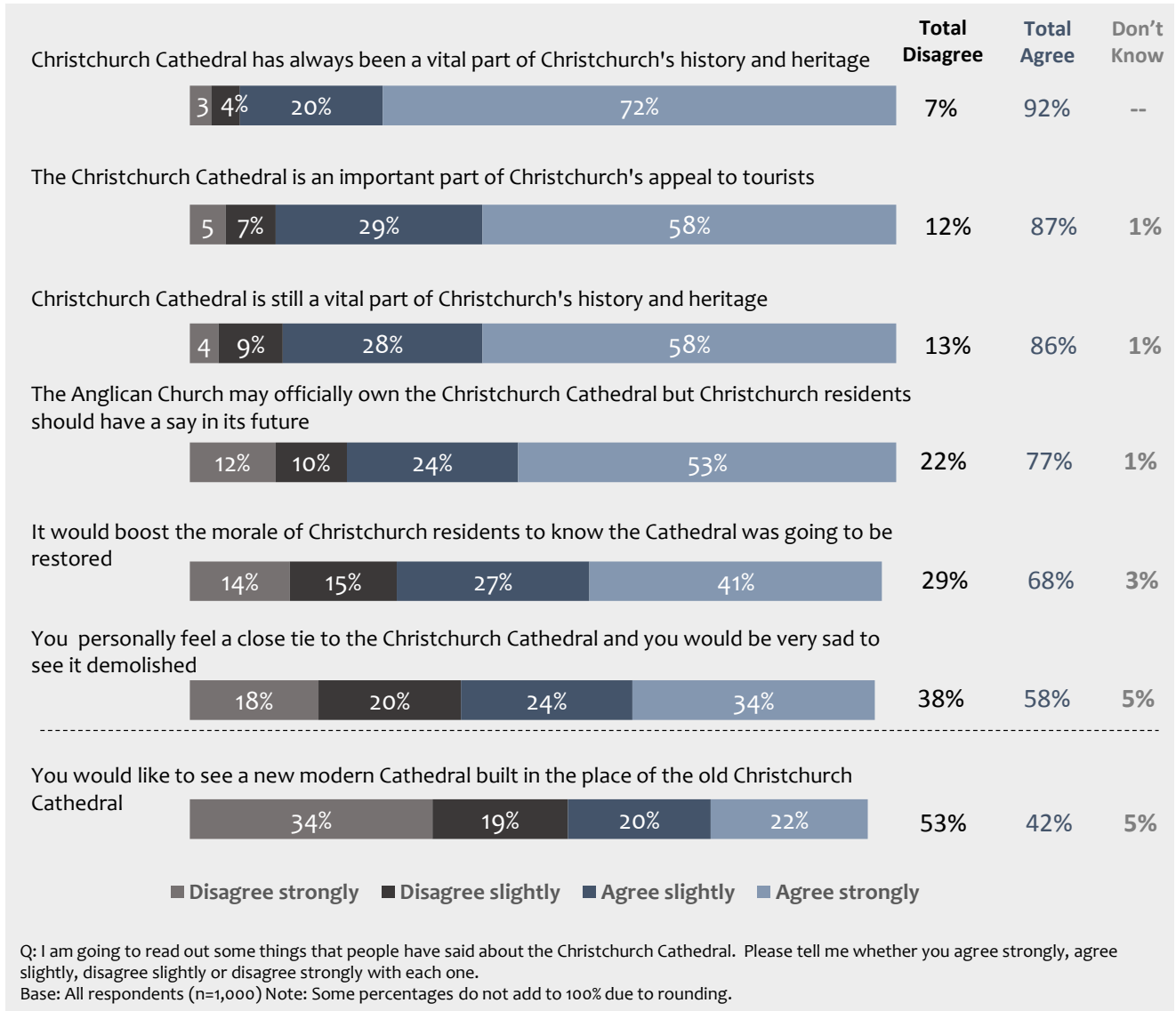
## Attitudes To Christchurch Cathedral

All respondents were asked,

*I am going to read out some things that people have said about the Christchurch Cathedral. Please tell me whether you agree strongly, agree slightly, disagree slightly, or disagree strongly with each one.*

The order of the attitude statements were rotated to avoid ordering bias.

The results for statement are summarised below.



The majority of Christchurch residents **agree** (strongly or slightly) that:

- *Christchurch Cathedral has always been a vital part of Christchurch's history and heritage (92% agree)*
- *The Christchurch Cathedral is an important part of Christchurch's appeal to tourists (87% agree)*
- *Christchurch Cathedral is still a vital part of Christchurch's history and heritage (86% agree)*
- *The Anglican Church may officially own the Christchurch Cathedral but Christchurch residents should have a say in its future (77% agree)*

In fact a majority of Christchurch City residents **strongly** agree with each of the above four statements, and only a small minority of residents disagree in any way with these four statements.

The majority of Christchurch residents also **agree** (strongly or slightly) that:

- *It would boost the morale of Christchurch residents to know the Cathedral was going to be restored (68% agree)*
- *You personally feel a close tie to the Christchurch Cathedral and you would be very sad to see it demolished (58% agree)*

The majority of Christchurch residents **disagree** that:

- *You would like to see a new modern Cathedral built in place of the old Christchurch Cathedral (53% disagree)*

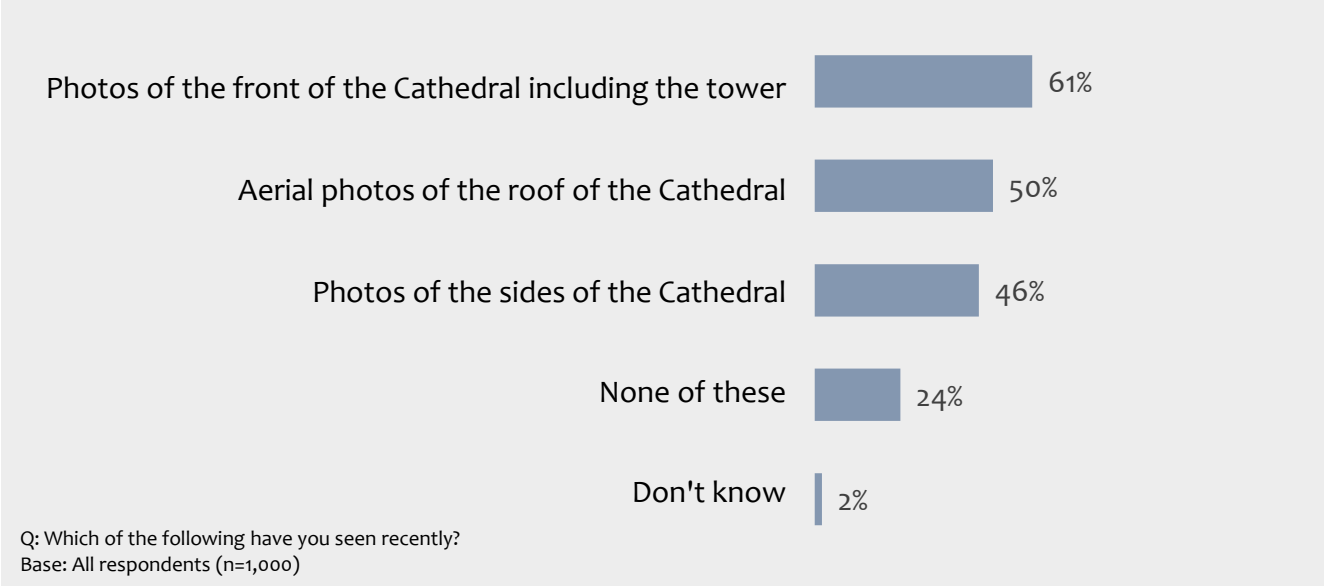
## Exposure To And Influence Of The Campaign

At the end of the survey, all respondents were asked,

*Which of the following, if any, have you seen recently?*

The response options were read out to respondents, with the order of the options rotated to avoid any ordering bias.

The results of this question are summarised below.



Approximately one in two Christchurch residents have seen recent aerial photos of the roof of the Cathedral (50%). A similar proportion (46%) have seen recent photos of the sides of the Cathedral. Taking in to account the proportion who have seen both these types of photos, six in ten Christchurch residents (60%) have recently seen either aerial photos of the roof of the Cathedral, or photos of the sides of the Cathedral, or both.

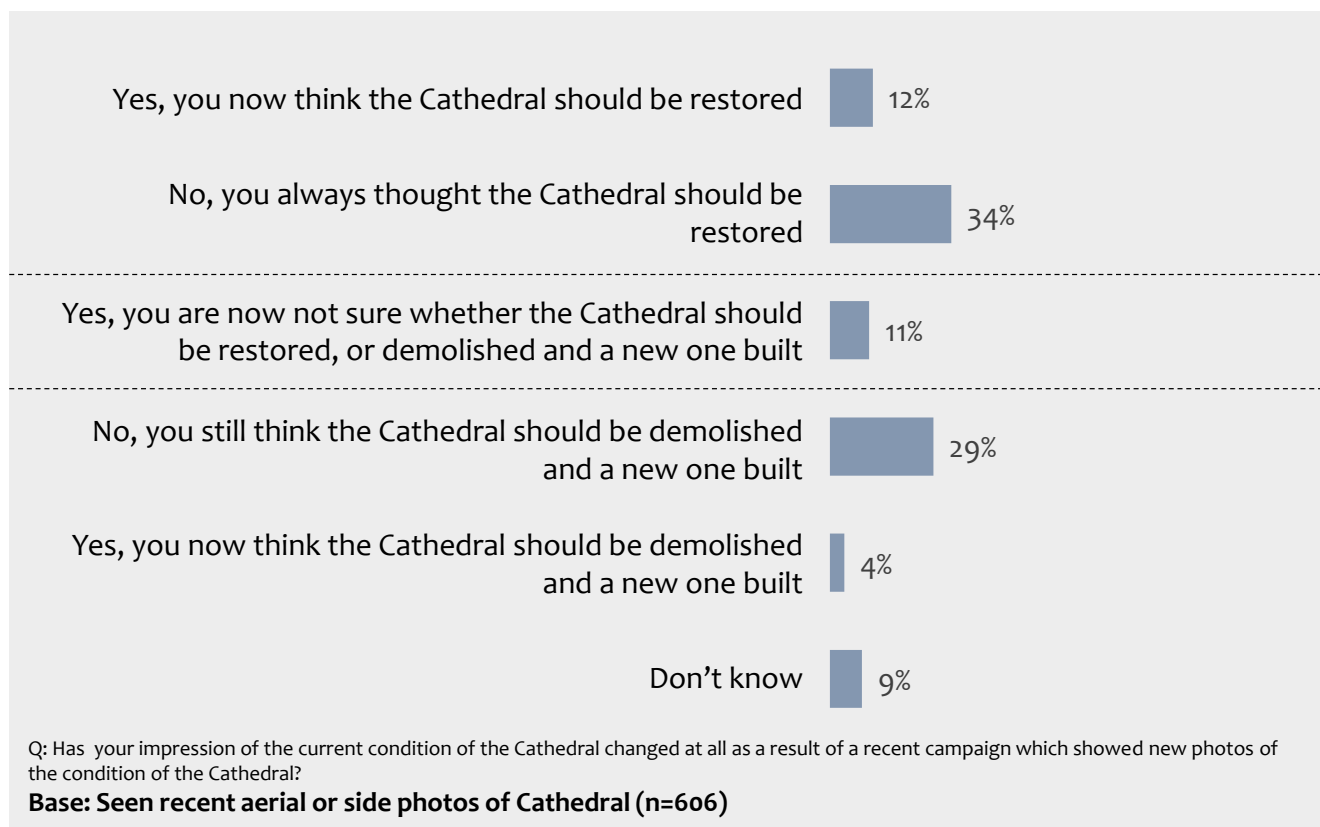
One in four have not seen any of the options presented in the survey.

Respondents who had recently seen either aerial photos of the roof of the Cathedral or photos of the sides of the Cathedral were then asked,

*Has your impression of the current condition of the Christchurch Cathedral changed at all as a result of a recent campaign which showed new photos of the condition of the Cathedral?*

The response options were then read out to respondents.

The results of this question are summarised below. Note that this chart is based on those respondents who recently seen aerial photos of the roof of the Cathedral or photos of the sides of the Cathedral.



Among those who have recently seen aerial photos or have seen photos of the sides of the Cathedral there is a net movement of eight percentage points towards preference for restoration of the Cathedral. This is calculated by the 12% who now think the Cathedral should be restored, minus the 4% who now think it should be demolished and a new Cathedral built.

## Appendix - Questionnaire

### Introduction

Good morning/afternoon/evening, my name is \_\_\_\_\_ from Colmar Brunton, the independent market research company. We are doing a very short survey about Christchurch.

May I please speak to the person who lives in your home who is aged 15 or more, and who has the next birthday?

### REINTRODUCE IF NECESSARY.

We are doing a very short survey about Christchurch which will take no more than 5 minutes of your time. Is now a good time to speak to you?

### MAKE APPOINTMENT IF NECESSARY.

### ASK QA IF PHONE NUMBER FLAGGED AS NEAR BOUNDARY

QA Can I just check that you live in the Christchurch City Council area?

|            |   |                        |
|------------|---|------------------------|
| Yes        | 1 |                        |
| No         | 2 | <b>THANK AND CLOSE</b> |
| Don't know | 3 | <b>THANK AND CLOSE</b> |

Q1 The Christchurch Cathedral was damaged in the February 2011 earthquake. Based on what you know, which of the following best describes how damaged you think the Cathedral is now?

### ROTATE ORDER. READ OUT. CODE ONE ONLY.

|  |   |
|--|---|
| Christchurch Cathedral is badly damaged throughout the building  | 1 |
| Christchurch Cathedral is badly damaged in several parts of the building                               | 2 |
| Christchurch Cathedral is badly damaged at the front but the rest of the building has much less damage | 3 |
| Don't know enough to say   | 4 |



Q2 Without thinking about the cost, based on what you know, do you think it is possible to restore the Christchurch Cathedral?

|            |   |  |
|------------|---|--|
| Yes        | 1 |  |
| No         | 2 |  |
| Don't know | 3 |  |

Q3 The High Court has said that there has to be a Cathedral on the current site. Given that fact, which one of the following do you most want to happen to the current Christchurch Cathedral? **ROTATE ORDER. READ OUT. CODE ONE ONLY.**

|   |   |
|---|---|
| Christchurch Cathedral should be restored to as close to its pre-earthquake state as possible | 1 |
| Christchurch Cathedral should be demolished and a new Cathedral built in its place            | 2 |
| Don't know <b>DO NOT READ</b>   | 3 |

Q4 If the costs of restoring the Christchurch Cathedral or of demolishing and building a new Cathedral were approximately the same, and the costs of restoration were met by private donations and not ratepayer donations, which of the following would you most want to happen? **ROTATE ORDER. READ OUT. CODE ONE ONLY.**

|   |   |
|---|---|
| Christchurch Cathedral should be restored to as close to its pre-earthquake state as possible | 1 |
| Christchurch Cathedral should be demolished and a new Cathedral built in its place            | 2 |
| Don't know <b>DO NOT READ</b>   | 3 |

Q5 I am going to read out some things that people have said about the Christchurch Cathedral. Please tell me whether you agree strongly, agree slightly, disagree slightly, or disagree strongly with each one.

**ROTATE ORDER OF STATEMENTS. READ OUT. CODE ONE ONLY FOR EACH.**

|  | Disagree Strongly | Disagree Slightly | Agree Slightly | Agree Strongly | Don't Know |
|--|-------------------|-------------------|----------------|----------------|------------|
| Christchurch Cathedral has always been a vital part of Christchurch's history and heritage                                   | 1                 | 2                 | 3              | 4              | 5          |
| Christchurch Cathedral is still a vital part of Christchurch's history and heritage  | 1                 | 2                 | 3              | 4              | 5          |
| You personally feel a close tie to the Christchurch Cathedral and you would be very sad to see it demolished                 | 1                 | 2                 | 3              | 4              | 5          |
| It would boost the morale of Christchurch residents to know the Cathedral was going to be restored                           | 1                 | 2                 | 3              | 4              | 5          |
| The Anglican Church may officially own the Christchurch Cathedral but Christchurch residents should have a say in its future | 1                 | 2                 | 3              | 4              | 5          |
| The Christchurch Cathedral is an important part of Christchurch's appeal to tourists   | 1                 | 2                 | 3              | 4              | 5          |
| You would like to see a new modern Cathedral built in place of the old Christchurch Cathedral                                | 1                 | 2                 | 3              | 4              | 5          |

Q6 Which of the following, if any, have you seen recently? **ROTATE ORDER. READ OUT. CODE ALL MENTIONED.**

|  |   |
|--|---|
| Photos of the front of the Cathedral including the tower | 1 |
| Aerial photos of the roof of the Cathedral               | 2 |
| Photos of the sides of the Cathedral                     | 3 |
| None of these  | 4 |
| Don't know   | 5 |

**ASK Q7 IF SEEN CAMPAIGN PHOTOS (CODES 2 OR 3) AT Q6**

Q7 Has your impression of the current condition of the Christchurch Cathedral changed at all as a result of a recent campaign which showed new photos of the condition of the Cathedral? **READ OUT. CODE ONLY**

|  |   |
|--|---|
| Yes – you now think the Cathedral should be restored   | 1 |
| Yes – you now think the Cathedral should be demolished and a new one built                             | 2 |
| Yes – you are now not sure whether the Cathedral should be restored, or demolished and a new one built | 3 |
| No – you always thought the Cathedral should be restored   | 4 |
| No – you still think the Cathedral should be demolished and a new one built                            | 5 |
| Don't know <b>DO NOT READ</b>  | 7 |

And lastly some questions to ensure we talk to a cross section of people in Christchurch.

Q8a What religion or spiritual group, if any, do you identify with most strongly? . **CODE ONE ONLY.**

|                                   |    |
|-----------------------------------|----|
| Anglican                          | 1  |
| Catholic                          | 2  |
| Presbyterian                      | 3  |
| Methodist                         | 4  |
| Ratana                            | 5  |
| Ringatu                           | 6  |
| Buddhist                          | 7  |
| Hindu                             | 8  |
| Muslim                            | 9  |
| Jewish                            | 10 |
| Another religion (please specify) | 11 |
| No religion                       | 12 |
| Prefer not to say                 | 13 |
| Don't know <b>DO NOT READ</b>     | 14 |

Q8b **INTERVIEWER CODE GENDER**

|        |   |  |
|--------|---|--|
|        |   | Weighting factor based on 2013 Census for 15+ popn in Chch City Council area |
| Male   | 1 | 49%  |
| Female | 2 | 51%  |

Q9 Would you mind telling me how old you are? **CODE ONE ONLY.**

|                  |   |  |
|------------------|---|--|
|                  |   | Weighting factor based on 2013 Census for 15+ popn in Chch City Council area |
| 15-29            | 1 | 26%  |
| 30-39            | 2 | 15%  |
| 40-49            | 3 | 17%  |
| 50-59            | 4 | 16%  |
| 60-69            | 5 | 12%  |
| 70-79            | 6 | 7%   |
| 80 years of more | 7 | 5%   |
| Refused          | 8 |  |

Q10 How many people aged 15 or more normally live in your home?

**READ OUT. CODE ONE ONLY.**

|           |   |
|-----------|---|
| 1         | 1 |
| 2         | 2 |
| 3         | 3 |
| 4         | 4 |
| 5 or more | 5 |

That is the end of the survey, my name is \_\_\_\_\_ from Colmar Brunton. Thank you very much for your time

## Terms and Conditions of Trade

### Colmar & Brunton Research Ltd

#### 1.0 Interpretation

- 1.1 Colmar & Brunton Research Limited is called “Colmar Brunton™”.
- 1.2 The person or company with which Colmar Brunton™ enters into any contract for the provision of a Research Project is called “Client”.
- 1.3 “Intellectual Property” means:
- (a) any rights to any patent, design, copyright (including rights in software), database, trade mark, domain name, confidential information, and all similar property rights anywhere in the world in each case whether registered or not and including any application for registration; and
  - (b) any intellectual property developed by Colmar Brunton™ for the purposes of carrying out the Research Project or Proposal.
- 1.4 “Proposal” means the Proposal/tender made by Colmar Brunton™ in writing to the Client for the purpose of carrying out a Research Project.
- 1.5 “Research Project” means the provision of research services, results and recommendations as specified in the Proposal prepared by Colmar Brunton™ and accepted by the Client.
- 1.6 “Terms” means these terms and conditions, as amended from time to time by Colmar Brunton™.

#### 2.0 Terms Part of Contract

- 2.1 Colmar Brunton™ will deal only on the Terms, which will be the terms and conditions of any contract entered into between Colmar Brunton™ and the Client based on the Proposal or otherwise.
- 2.2 In the event of any conflict between the Terms and any terms and conditions of the Client, these Terms shall prevail.
- 2.3 For the avoidance of doubt, the Terms are to apply in all circumstances where Colmar Brunton™ is engaged by the Client to carry out a Research Project, regardless of whether the Client has actually accepted the Terms in writing. Where the Client has not accepted the Terms in writing, the Client nevertheless shall be deemed to have accepted the Terms as part of the basis of the contract for the Research Project.
- 2.4 Colmar Brunton™ will use its best endeavours to complete the Research Project by any date specified in the Proposal or otherwise agreed with the Client. However Colmar Brunton™ shall not be liable to the Client:
- (a) if completion of the Research Project is not met;
  - (b) for any delay caused by the failure of the Client to provide any product, service or information to Colmar Brunton™ which is necessary to enable the Research Project to be completed; or
  - (c) any events or happenings beyond the control of Colmar Brunton™.

#### 3.0 Prices and Payment

- 3.1 Prices in the Proposal are GST exclusive and are based on rates and charges in effect at the date of the Proposal. The prices in the Proposal will remain as quoted for a period not exceeding one month when they are subject to change.
- 3.2 If the scope of the Research Project differs from the scope of the Research Project as advised to Colmar Brunton™ and on which Colmar Brunton™ based its Proposal, Colmar Brunton™ may vary the price for carrying out the Research Project to take account of the change in circumstances.
- 3.3 Payment terms are as follows:
- (a) 60% of the price is to be paid on acceptance of the Proposal by the Client;
  - (b) the balance is to be paid on the date of delivery of the Research Project to the Client;
  - (c) for continuous research, the fee shall be payable monthly in advance;
  - (d) invoices are to be paid within 30 days of the invoice date; and
  - (e) if payments are not made as required by this clause, Colmar Brunton™ may, without prejudice to any other of its legal rights, cease work on the Research Project until payment is made and/or charge interest at its banker’s commercial overdraft rates on any sum not so paid.

- 3.4 The Client will pay GST in addition to the prices payable for the Research Project at the same time as payment of the price, subject to Colmar Brunton™ providing the Client with a valid tax invoice.

#### 4.0 Postponement/Cancellation Policy

- 4.1 Should the Client postpone or cancel the Research Project after acceptance of the Proposal from Colmar Brunton™, then Colmar Brunton™, without prejudice to any other of its legal rights, shall be entitled to recover the following charges:
- (a) recruiting and/or interviewing time expended: at applicable charge-out rates;
  - (b) research project management expended: at applicable charge-out rates; and
  - (c) all disbursements expended: at cost plus a 10% handling fee.
- 4.2 These charges are to be paid within 7 days of the date of postponement or cancellation.

**5.0 Definition of Deliverables**

- 5.1 The outputs of the Research Project will be presented in accordance with the Proposal and may include a PowerPoint presentation or word document, together with any other specific outputs as specified in the Proposal and/or agreed [**in writing**] from time to time with the Client.
- 5.2 Any services and/or analysis required in addition to those specified in the Proposal and already provided by Colmar Brunton™ to the Client will be provided at standard charge-out rates. Such additional services and/or analysis include, but are not limited to:
- (a) additional reports or tables ;
  - (b) additional presentation of results; and
  - (c) workshops.

**6.0 Ownership of Research Project/Methodology**

- 6.1 The Client agrees and acknowledges that any Intellectual Property owned by Colmar Brunton™ or Millward Brown NZ Limited that is used in connection with the Research Project or Proposal shall at all times remain the property of Colmar Brunton™. For the avoidance of doubt, Colmar Brunton™ will retain all rights in and to the Intellectual Property even though details of the methodology and/or Intellectual Property may be provided to the Client during the Research Project, in any output produced as a result of the Research Project or otherwise. This may include, but is not limited to:
- (a) standard advertising diagnostic questions;
  - (b) normative data;
  - (c) methodological frameworks e.g. MDS™, Link™; and
  - (d) key metrics e.g. AI, Brand Power Score .
- 6.2 The results of the Research Project shall be owned, subject to clause 6.3, as follows:
- (a) pending full payment of the contract price, by Colmar Brunton™;
  - (b) after full payment of the contract price, by the Client.
- 6.3 Colmar Brunton™ has sole rights, title and interest in the name Colmar Brunton™ and the Client shall in no circumstances use the name without the prior written consent of Colmar Brunton™.
- 6.4 In the event of the Client intending a wider circulation (other than associated companies, professional advisors or other authorised consultants) of the Research Project's findings, the Client must obtain prior written approval from Colmar Brunton™ of the content of such publications and must acknowledge Colmar Brunton™ as the source of the information.

**7.0 Warranties and Exclusions**

- 7.1 Colmar Brunton™ undertakes all research projects in accordance with the principles detailed in the ESOMAR Code of Conduct for Market Research and the New Zealand Market Research Society Code of Ethics and the Privacy Act.
- 7.2 Colmar Brunton New Zealand is certified to International Standard ISO 20252 (2012). This project will be/has been completed in compliance with this International Standard.
- 7.3 The Client shall recognise that figures derived from the Research Project are estimates derived from sample surveys carried out in accordance with accepted market research methods and as such are subject to limits of statistical error. Colmar Brunton™ shall use its best endeavours to ensure the accuracy of the Research Project but does not warrant the accuracy of any data provided, nor does it accept responsibility for any error contained in or any omission from the report or any loss direct or consequential arising there from.
- 7.4 To the extent permitted by law, under no circumstances will Colmar Brunton™ be liable to the Client or to any third party for any claim, damage, loss, judgment, expense or cost whatsoever whether for property damage, personal injury, death, economic or consequential loss arising out of the Research Project whether in contract, tort (including negligence), breach of statutory duty or otherwise whatsoever.
- 7.5 For the purposes of clause 7.4 the expression "arising out of the Research Project" includes, but is not limited to:
- (a) the preparation of products with samples;
  - (b) testing products from samples provided by the Client;
  - (c) testing products made from information provided by the Client; and
  - (d) the use of plant and equipment owned by or located on the premises of Colmar Brunton™.
- 7.6 The Client acknowledges that the provision of the services are for the purposes of a business under the Consumer Guarantees Act 1993 and Colmar Brunton™ and the Client contract out of the Consumer Guarantees Act 1993 to the fullest extent possible to the intent that Colmar Brunton™ shall under no circumstances have any liability to the Client under that Act.
- 7.7 No responsibility or liability will be accepted for verbal Proposals or for any statements or representations made during any negotiations proceeding, and not expressly included in, the Proposal. Colmar Brunton™ and the Client both acknowledge and agree for the purposes of section 5D of the Fair Trading Act 1986 that they are contracting out of sections 9, 12A, 13 or 14(1) of the Fair Trading Act 1993.
- 7.8 In the event any Court or other competent tribunal decides that Colmar Brunton™ is liable to the Client or any other party for any reason, the liability of Colmar Brunton™ shall be limited to an amount which does not exceed 25% of the total sum paid by the Client for the Research Project.

**8.0 Indemnities**

8.1 The Client indemnifies and agrees to keep Colmar Brunton™ indemnified against any claim, damages, loss, expense, judgment or cost whatsoever made, suffered or incurred, whether the same arises in tort (including negligence), contract, statute or equity or whether such claim, damages, loss, expense judgment or cost relates to property damage, personal injury, death, economic or consequential loss arising directly or indirectly out of the Research Project for any reason whatsoever, including but not limited to:

- (a) the conduct of the market research;
- (b) the provision by Colmar Brunton™ to respondents or volunteers of any products tested by Colmar Brunton™ for or on behalf of the Client;
- (c) the failure by the Client to provide any information or product to Colmar Brunton™ in due time;
- (d) any information provided by or on behalf of the Client being inaccurate, incomplete or misleading;
- (e) the use by the Client of the Research Project or any part of it;
- (f) any recommendation or suggestion made by Colmar Brunton™ to the Client as a result of the Research Project;
- (g) any other reason whatsoever arising out of or to do with the Research Project;
- (h) the provision of the Research Project survey results or any part of those results by the Client to any third party; and
- (i) the use by the Client of the Research Project results or any part of those results by the Client for any purpose other than that specified in the Proposal.

**9.0 Confidentiality**

9.1 Except as required by law, Colmar Brunton™ and the Client and each of their officers, employees and agents will keep these Terms, and the terms of any contract entered into between Colmar Brunton™ and the Client based on the Proposal or otherwise (including but not limited to the financial obligations of the parties), confidential and will keep all other aspect of the other party's business, activities, organisation, promotions and events of which they may become aware from time to time confidential and will not disclose the terms of any such contract entered into or any confidential business or other information of the other party without the prior written consent of the other party.

9.2 This clause will survive the termination or expiry of any contract entered into between Colmar Brunton™ and the Client based on the Proposal or otherwise.

**10.0 Termination**

10.1 Either party may terminate the Research Project or any contract entered into between Colmar Brunton™ and the Client based on the Proposal or otherwise by written notice if the other party:

- (a) fails to remedy a material breach of these Terms to the non-defaulting party's satisfaction within [14] days of receipt of a notice specifying the breach and requiring it to be remedied;
- (b) becomes insolvent or unable to pay its debts as they fall due;
- (c) becomes, or application is made for it to become, bankrupt or placed in liquidation (except for solvent reconstruction with the prior written consent of the other party);
- (d) enters into a scheme of arrangement with its creditors; or
- (e) has a receiver or manager (including a statutory manager or other official form of compulsorily-appointed manager) appointed in respect of any of its assets.

10.2 The rights and obligations of the parties existing at the date of termination of the Research Project or any contract entered into between Colmar Brunton™ and the Client based on the Proposal or otherwise will survive termination, but no further rights or obligations will arise after the date of termination.

**11.0 Disputes and Resolution**

11.1 Colmar Brunton™ and the Client will use their best endeavours to resolve any dispute or difference between them by negotiation. However if they are unable to resolve any dispute or difference within 30 days of written notice being given by one of them to the other, it shall be referred to arbitration under the Arbitration Act 1996.