PRESENTERS



Stephen Price, MinterEllisonRuddWatts, Auckland

Stephen is a highly-regarded construction disputes lawyer, at MinterEllisonRuddWatts' New Zealand Construction Division. His expertise is in resolving large scale construction contract disputes particularly regarding claims for variations, delays/disruption, and the like, as well as defective works claims. Stephen is very experienced in bringing and defending adjudications under the Construction Contracts Act 2002. He has previously lectured on construction law for the AUT University's Masters of Construction Management degree and the AUT University Law School's Masters of Law degree. Stephen also lectures on construction law at the University of Auckland's Law School.



Janine Stewart, MinterEllisonRuddWatts, Auckland

Janine is a specialist construction, property and projects lawyer who acts on the full spectrum of construction projects and property disputes. She is known for her pragmatic approach, adopting either litigation and/or dispute resolution to achieve a commercially effective outcome for her clients. Janine developed the syllabus for, and is the lead lecturer in, the first construction law elective paper at Auckland University (which started in 2018) and developed the postgraduate construction legal course at the University of Auckland Faculty of Engineering.

The statements and conclusions contained in this book are those of the author(s) only and not those of the New Zealand Law Society. This book has been prepared for the purpose of a Continuing Legal Education course. It is not intended to be a comprehensive statement of the law or practice, and should not be relied upon as such. If advice on the law is required, it should be sought on a formal, professional basis.

CONTENTS

1.	INTRODUCTION	1
2.	WHAT CONSTITUTES A WARRANTY?	3
3.	WHAT IS THE DIFFERENCE BETWEEN A WARRANTY AND AN OBLIGATION?	5
4.	WARRANTIES IN SALE AND PURCHASE AGREEMENTS	7
5.	WARRANTIES AND DUE DILIGENCE OBLIGATIONS	9
6.	EXPRESS WARRANTIES	11
7.	WHEN IS AN EXPRESS WARRANTY A GOOD IDEA?	13
8.	IMPLIED WARRANTIES	15
9.	FITNESS FOR PURPOSE WARRANTIES	17
	Leases entered into prior to 1 January 2008 Leases entered after 31 December 2007	
10.	NO WARRANTY AS TO SUITABILITY AND NO IMPLIED TERMS	19
11.	WARRANTIES IN AN EARTHQUAKE RATINGS CONTEXT	21
12.	REMEDY FOR BREACH OF WARRANTY	23
13.	CONCLUSION	25
15.	APPENDIX A	27
	CLAUSES FROM THE ADLS DEED OF LEASE SIXTH EDITION 2012 (5) THAT ARE OFTEN MISTAKEN FOR WARRANTIES	