**1.4 Adjusted NABERSNZ Rating**

* + - * 1. If a party reasonably believes that the Target NABERSNZ Rating for which it is responsible cannot be achieved then provided:

that party gives written notice to the other party stating the reasons why the Target NABERSNZ Rating cannot be achieved and requesting an Adjusted NABERSNZ Rating (Adjustment Notice);

that party has taken all reasonable measures to achieve the Target NABERSNZ Rating;

the inability to achieve the Target NABERSNZ Rating is not due to any misrepresentation regarding the condition or capacity or the building, the building services or the premises or deterioration in or failure of relevant parts of the building, the building services or the premises or to activities in the building or the premises; and

that party, or the parties together. has or have exhausted all reasonable avenues to achieve the Target NABERSNZ Rating, the Adjusted NABERSNZ Rating will become the Target NABERSNZ Rating.

* + - * 1. Once the Adjustment Notice is given, the other party may agree to the request for an Adjusted NABERSNZ Rating in writing within [insert #] days.
        2. If the other party does not accept the request for an Adjusted NABERSNZ Rating, or respond within the time period in clause 1.4(b), the request may be referred by either or both parties for resolution by an expert appointed under the processes in the Lease.