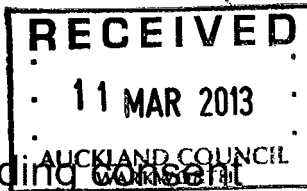


Commercial application for a project information memorandum and/or building consent

Section 33 or section 45, Building Act 2004



Auckland Council
Te Kaunihera o Tāmaki Makaurau



Date received: 11.3.13

Application No:

ABA 1014136

APPLICATION TYPE (tick appropriately)

If you have an existing application number relating to this building work, please note the number beside the application type:

☐ Project information memorandum

☒ Building consent

☐ Staged consent

☐ Amendment to building consent N°:

☐ National multi-use approval No:

Restricted building work (RBW) applies from 1 March 2012
Financial assistance package (FAP)

Does application involve RBW?

☒ Yes ☒ No

Is this a re-clad application?

☐ Yes ☒ No

Has a pre-application meeting been held?

☐ Yes ☒ No

Is application subject to a claim under the FAP scheme?

☐ Yes ☒ No

If yes, FAP claim number:

THE BUILDING

Street address of building: (for structures that do not have a street address, state the nearest street intersection and the distance and direction from that intersection)

1336 SANDSPIT ROAD SANDSPIT.

Legal description of land where building is located: (state legal description as at the date of application and, if the land is proposed to be subdivided, include details of relevant lot numbers and subdivision consent)

PT ALLOT 23 PSN OF MAHURANGA

Building name:

Location of building within site/block number: (include nearest street access)

South/West.

Number of levels: (include ground level and any levels below ground)

SINGLE

Level or unit number:

Current, lawfully established, use: (include number of occupants per level and per use if more than 1)

EXISTING CAMPING GROUNDS Commercial

Area: (total floor area; indicate area affected by the building work if less than the total floor area)

270 m²

Year first constructed:

THE OWNER

Name of owner: (Include preferred form of address e.g. Mr, Miss, Dr if an individual)

BRIAN & VANESSA MORRISON

Contact person: (Insert n/a if the applicant is an individual)

Mailing address:

1336 SANDSPIT ROAD
RD2 WARKWORTH

Postcode:

0982

Street address/registered office:

Phone number: Landline

09 425 0011

Daytime:

Facsimile number:

Mobile:

021 029 2676

Email address:

brian and Vanessa @
xva.co.nz

Website:

The following evidence of ownership is attached to this application:
[copy of certificate of title, lease agreement or agreement for sale and purchase showing full name of legal owner(s) of the building]

CERTIFICATE OF TITLE

AGENT (only required if application is being made on behalf of the owner)

Name of agent:

Contact person:

Mailing address:

Postcode:

Street address
/registered office:

Phone number: Landline

Daytime:

Facsimile number:

Mobile:

Email address:

Website:

Relationship to owner: (supply details of authorisation from the owner to make the application on the owner's behalf)

FIRST POINT OF CONTACT FOR COMMUNICATIONS WITH COUNCIL/BUILDING CONSENT AUTHORITY

Full name:

BERNIE KOSE

Mailing address:

PO Box 23
WARKWORTH

Postcode:

09 41

Phone number:

09 425 7695

Mobile:

021 118 3462

Facsimile number:

Email address:

bkdesign@paradise.net.nz

BILLING

All consent related invoices/refunds to be billed and posted to:

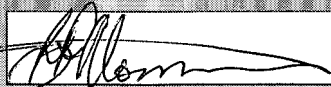
Owner: ☒

Agent: ☐

Please note: Any refunds are paid to the receipted name unless written authorisation has been received from the receipted person or company stating otherwise

SIGNATURE

Signature



Owner: ☒

Agent: ☐

Date:

09/03/13

Name

BRIAN MORRISON

DEVELOPMENT CONTRIBUTIONS INFORMATION

Gross development area (GDA) are used for assessing development contributions; gross development areas are defined as:

1. The gross floor area of any building measured from the outer faces of the exterior walls or the centre line of walls separating two abutting buildings; and
2. The area of any part of the allotment used solely or principally for the storage, sale, display, movement or servicing of goods or the provision of services on the allotment.

GDA includes the areas occupied by network service providers for carrying out their normal business, including offices, workshops warehouses and any outside areas

Gross development area does not include:

- a) Vehicular parking ancillary to the primary development, manoeuvring, loading and landscaping areas and areas used only for primary production purposes (such as quarry workings, farm lands and orchards) the conversion of which to another would require resource consent or building consent; and
- b) The area of plant, equipment servicing the site and network infrastructure including pipes, lines installations, roads, water supply wastewater and stormwater collection and management systems

DEVELOPMENT CONTRIBUTIONS INFORMATION (continued)

Will the gross development area (GDA) increase because of this development?

☒ No

☐ Yes (if yes, refer to points 1 and 2 above to confirm GDA increased)

Please describe reason for increase in GDA:

Impervious surface area (ISA)

Impervious surface area is the area of any site which is not capable of absorbing rainwater, e.g. building size or paved areas increased.

Will the impervious surface area increase as a result of the development?

Please describe reason for increase in ISA:

THE PROJECT

Description of the building work:

REPLACEMENT OF AN EXISTING ABUTMENT BLOCK WITH A NEW MODERN SYSTEM.

Will the building work result in a change of use?

☐ Yes

☒ No

If yes, provide details of new use of building?

Estimated total value of building work for this application, (building consent or amendment); it is this value that the building levy is calculated on including goods and services tax; (state estimated value as defined in section 7 of the Building Act 2004)

\$ 270,000.00

Stage:

of an intended:

stages

Intended life of new building (if less than 50 years):

number of years

List building consents previously issued for this project (if any):

PROJECT INFORMATION MEMORANDUM (The following matters are involved in the project)

☐

Subdivision

☐

New or altered access for vehicles

☐

Alterations to land contours

☐

Building work over or adjacent to any road or public place

☐

New or altered connections to public utilities

☒

Disposal of stormwater or wastewater

☒

New or altered locations and/or external dimensions of buildings

☐

Building work over any existing drains or sewers or in close proximity to wells or water mains

☐

Other matters known to the applicant that may require authorisations from the Building Consent Authority, please specify:

ATTACHMENTS (the following documents are attached to this application)

☒

Plans and specifications

☐

Development contribution notice

☐

Project information memorandum

☒

Completed relevant checklist(s)

☒

Certificate attached to project information memorandum

☒

Memoranda from Licensed building practitioner(s) who carried out or supervised any design work that is restricted building work

ATTACHMENTS (the following documents are attached to this application)

Is a solid fuel heater involved? (If yes, is exemption required)

Yes

☐

No

☐

If the flue penetration through the roof exceeds 300mm; this is deemed restricted building work (RBW). All RBW is required to be installed by a licensed building practitioner; however, as there are no license classes available for this type of work Council will apply an exemption if requested. Where an exemption is requested, Council will either inspect the work or rely on a producer statement issued by a person approved to issue such statements (refer to Auckland Council Producer Statement Register on our website for further information).

BUILDING CONSENT (the building work will comply with the building code as follows)

Clauses (involved in the proposed building work)	Means of compliance (refer to compliance documents) or detail of alternative solution in the plans or specifications	Clauses (involved in the proposed building work)	Means of compliance (refer to compliance documents) or detail of alternative solution in the plans or specifications
B1 Structure	☒ B1/AS2 ☒ NZS 3604 ☐ NZS 4229 ☐ AS/NZS 1170 ☐ Other _____	G1 Personal hygiene	☒ G1/AS1 ☐ Other _____
B2 Durability	☒ B2/AS1 ☐ NZS 3101 ☐ NZS 3604 ☐ NZS 3602 ☐ Other _____	G2 Laundering	☐ G2/AS1 ☐ Other _____
C1-C4 Fire	☐ C/AS1 ☐ Other _____	G3 Food preparation and prevention of contamination	☒ G3/AS1 ☐ Other _____
D1 Access Routes	☒ D1/AS1 ☐ NZS 4121 ☐ Other _____	G4 Ventilation	☐ G4/AS1 v AS 1668.2 ☐ Other _____
D2 Mechanical installations for access	☐ D2/AS1 ☐ NZS 4121 ☐ Other _____	G5 Interior environment	☐ G5/AS1 ☐ Other _____
E1 Surface water	☒ E1/AS1 ☐ E1/VM1 ☐ Other _____	G6 Airborne and impact sound	☐ G6/AS1 ☐ Other _____
E2 External moisture	☒ E2/AS1 ☐ E2/AS2 ☐ E2/AS3 ☐ Other _____	G7 Natural light	☐ G7/AS1 ☐ Other _____
E3 Internal moisture	☒ E3/AS1 ☐ Other _____	G8 Artificial light	☐ G8/AS1 ☐ NZS 6703 ☐ Other _____
F1 Hazardous agents on site	☐ F1/AS1 ☐ Other _____	G9 Electricity	☐ G9/AS1 ☐ Other _____
F2 Hazardous building materials	☐ F2/AS1 ☐ NZS 4223 ☐ Other _____	G10 Piped services	☐ G10 ☐ NZS 5261 ☐ Other _____
F3 Hazardous substances	☐ F3 ☐ Hazardous substances and new organism ☐ Other _____	G11 Gas as an energy source	☐ G11/AS1 ☐ Other _____
F4 Safety from falling	☒ F4 ☐ Fencing of Swimming Pool Act 1987 ☐ Other _____	G12 Water supplies	☒ G12/AS1 ☐ AS/NZS 3500.1 ☐ Other _____
F5 Construction and demolition hazards	☐ F5/AS1 ☐ Other _____	G13 Foul water	☒ G13/AS1 ☐ G13/AS2 ☐ G13/AS3 ☐ AS3500.2 ☐ Other _____
F6 Visibility in Escape Routes	☐ F6/AS1 ☐ Other _____	G14 Industrial liquid waste	☐ G14/AS1 ☐ Other _____
F7 Warning systems	☐ F7/AS1 ☐ NZS 1668 ☐ NZS 4512 ☐ NZS 4515 ☐ AS/NZS 1668.1 ☐ Other _____	G15 Solid waste	☐ G15/AS1 ☐ Other _____
F8 Signs	☐ F8/AS1 ☐ Other _____	H1 Energy efficiency	☐ H1/AS1 ☐ NZS 4218 ☐ NZS 4243 ☐ NZS 4214 ☐ ALF Design Manual ☐ Other _____

Waivers and modifications: State nature of waiver or modification of building code required

COMPLIANCE SCHEDULE

Are any specified systems involved with this application?

☐ Yes

☒ No

If yes, continue completing this section, if no, go to next section.

If existing building, please state Compliance Schedule N°:

Will the new work require an amendment to an existing Compliance Schedule?

☐ Yes

☒ No

Fire hazard category (please circle)

1

2

3

4

Total occupancy numbers

Purpose group (please circle)

CS	CL	CO	CM	SC	SD	SA	SR	SH	WL	WM	WH	WF	IA	ID
----	----	----	----	----	----	----	----	----	----	----	----	----	----	----

Important note: Inspection, Maintenance and Reporting (I.M.R) you must specify the proposed procedures for the inspection, maintenance and reporting for each specified system, for the purposes of the compliance schedule (Photocopies of the relevant section of the performance standard are acceptable)

DEFINITIONS

New means a new system or feature is being installed into a new building or a compliance schedule is being applied for the first time, for an existing building which has specified systems installed in it

Altered means an existing system or feature is being modified, altered or added to the building resulting in an amendment to an existing compliance schedule

Removed means that a system or feature is being removed from the building

COMPLIANCE SCHEDULE INSPECTION, MAINTENANCE AND REPORTING PROCEDURES

Specified system	Inspection, maintenance & reporting standards (please list standard if not referenced)	System notification (tick as applicable)		
		New	Altered	Removed
1	Automatic systems for fire suppression			
1.1	Sprinkler system ☐ NZS4541:2007 ☐ NZS4515:2009 ☐ NFPA25 ☐	☐	☐	☐
1.2	Gas and foam flood or deluge systems; dry and wet fire extinguishing systems ☐	☐	☐	☐
2	Automatic or manual emergency warning systems for fire or other dangers			
2.1	Manual and automatic fire alarms; smoke / heat detectors; gas; radiation systems ☐ Audible ☐ Visual ☐ NZS4512:2010 ☐ NFPA25 ☐	☐	☐	☐
2.2	Automatic gas leak detection systems for the detection and measurement of combustible gases ☐ NZS5263:2003 ☐ NFPA25 ☐	☐	☐	☐
3	Electromagnetic or automatic doors or windows			
3.1	Automatic doors e.g. sliding or revolving doors Are doors interfaced with emergency warning system? ☐ Yes ☐ No ☐ NZS4239:1993 ☐	☐	☐	☐

COMPLIANCE SCHEDULE INSPECTION, MAINTENANCE AND REPORTING PROCEDURES

	Specified system	Inspection, maintenance & reporting standards (please list standard if not referenced)	System notification (tick as applicable)		
			New	Altered	Removed
3.2	Access controlled doors (swipe card, key pad, sensor-delayed egress, etc)	☐	☐	☐	☐
3.3	Interfaced fire or smoke door or windows (electromagnetic door holders)	☐ AS4178:1994 ☐	☐	☐	☐
4	Emergency lighting systems	☐ NZS6742:1971 ☐	☐	☐	☐
5	Escape route pressurisation systems	☐ AS/NZS2293.2:1995 ☐ AS1668.1:1998 ☐	☐	☐	☐
6	Riser mains for use by fire services	☐ NZS4510:2008 ☐	☐	☐	☐
7	Automatic backflow preventers connected to a potable supply	☐ AS/NZS2845:2010 ☐	☐	☐	☐
8	Lifts, escalators, travelators or other systems for moving people or goods within a building				
8.1	Passenger carrying lifts	☐ NZS4332:1997 ☐ EN81:2003 ☐	☐	☐	☐
8.2	Goods or service lifts	☐ NZS4332:1997 ☐ EN81:2003 ☐	☐	☐	☐
8.3	Escalators and moving walks	☐ EN115:2008 ☐	☐	☐	☐
9	Mechanical ventilation or air-conditioning systems Cooling tower installed ☐ Yes ☐ No Interfaced with fire alarm ☐ Yes ☐ No	☐ AS/NZS3666.2:2011 ☐	☐	☐	☐
10	Building maintenance units or other devices providing access to the exterior of a building	☐ BS6037.1:2003 ☐ AS/NZS1891.4:2009 ☐	☐	☐	☐
11	Laboratory fume cupboards	☐ AS2243.8:2006 ☐ NZS7203:1992 ☐	☐	☐	☐
12	Audio loops or other assistive listening systems				
12.1	Audio loop	☐ AS60118.4:2007 ☐ NZS4121:2001 ☐	☐	☐	☐
12.2	FM radio frequency systems and infrared beam transmission	☐ AS60118.4:2007 ☐ NZS4121:2001 ☐	☐	☐	☐

COMPLIANCE SCHEDULE INSPECTION, MAINTENANCE AND REPORTING PROCEDURES

Specified system	Inspection, maintenance & reporting standards (please list standard if not referenced)	System notification (tick as applicable)		
		New	Altered	Removed
13	Smoke control systems			
13.1	Mechanical smoke control ☐ AS/NZS 1668.1:1998 ☐ AS1851:2005 ☐	☐	☐	☐
13.2	Natural smoke control ☐ AS/NZS1668:1998 Part 1 ☐ AS1851:2005 ☐	☐	☐	☐
13.3	Smoke curtains ☐ AS/NZS1668:1998 Part 1 ☐ AS1851:2005 ☐	☐	☐	☐
14	Emergency power systems for, or signs relating to, a system or feature in any of the specified systems 1 - 13			
14.1	Emergency power systems installed for the purpose of supplying power to any of the specified systems 1 - 13 ☐ NZS6104:1981 ☐	☐	☐	☐
14.2	Signs for all systems ☐ NZS4121:2001 ☐	☐	☐	☐
15	Any or all of the following systems and features, so long as they form part of a building's means of escape from fire, and so long as those means also contain any or all of the systems or features specified in clauses 1 to 6, 9 and 13:			
15.a	System for communicating spoken information intended to facilitate evacuation ☐ NZS4512:2010 ☐ AS1851:2005 ☐	☐	☐	☐
15.b	Final exits ☐ NZBC C/AS1 ☐	☐	☐	☐
15.c	Fire separation ☐ NZS4520:2010 ☐ NZS4232:1998 ☐	☐	☐	☐
15.d	Signs for communicating information intended to facilitate evacuation, and such signs as required by: • the NZBC (all systems); and • S.120 of the Act ☐ NZS4121:2001 ☐	☐	☐	☐
15.e	Smoke separation ☐ AS/NZS1668.1:1998 ☐	☐	☐	☐
16	Cable cars ☐ NZS5270:2005 ☐	☐	☐	☐

RESTRICTED BUILDING WORK (comes into effect 1 March 2012)

Will the building work include any restricted building work?

Yes

☐

No

☐

If yes, provide the following details of all licensed building practitioners (LPB) who will be involved in carrying out or supervising restricted building work. (If these details are unknown at the time of application, they **must** be supplied before the building work begins)

KEY CONTACTS / LICENSED BUILDING PRACTITIONERS (LBP) - please provide if applicable

Designer or Architect

Business/Name: BR DESIGN	
Address: PO BOX 23 WARKWORTH	
Daytime: 09425769	After hours:
Mobile: 0211183462	Fax:
Registration or LBP Registration No: 107 ISI D2	

Structural Engineer

Business/Name: HUTCHINSON CONSULTANTS	
Address: PO BOX 150 OREWA	
Daytime: 094285702	After hours:
Mobile: 021924287	Fax:
Registration or LBP Registration No: CDNH 63973	

Head Contractor / Site Manager

Business/Name:	
Address:	
Daytime:	After hours:
Mobile:	Fax:
Registration or LBP Registration No:	

Builder / Carpentry work

Business/Name:	
Address:	
Daytime:	After hours:
Mobile:	Fax:
Registration or LBP Registration No:	

Drain layer

Business/Name:	
Address:	
Daytime:	After hours:
Mobile:	Fax:
Registration or LBP Registration No:	

Plumber

Business/Name:	
Address:	
Daytime:	After hours:
Mobile:	Fax:
Registration or LBP Registration No:	

Electrician

Business/Name:	
Address:	
Daytime:	After hours:
Mobile:	Fax:
Registration or LBP Registration No:	

Gas Fitter

Business/Name:	
Address:	
Daytime:	After hours:
Mobile:	Fax:
Registration or LBP Registration No:	

Foundation work

Business/Name:	
Address:	
Daytime:	After hours:
Mobile:	Fax:
Registration or LBP Registration No:	

Bricklaying

Business/Name:	
Address:	
Daytime:	After hours:
Mobile:	Fax:
Registration or LBP Registration No:	

KEY CONTACTS / LICENSED BUILDING PRACTITIONERS (LBP) - please provide if applicable

Blocklaying

Business/Name:	
Address:	
Daytime:	After hours:
Mobile:	Fax:
Registration or LBP Registration No:	

External Plastering

Business/Name:	
Address:	
Daytime:	After hours:
Mobile:	Fax:
Registration or LBP Registration No:	

Roofing work

Business/Name:	
Address:	
Daytime:	After hours:
Mobile:	Fax:
Registration or LBP Registration No:	

Other

Business/Name:	
Address:	
Daytime:	After hours:
Mobile:	Fax:
Registration or LBP Registration No:	

OFFICE ONLY USE

Receipt No:	2634403
Deposit \$:	2950.00
PIM/BC No:	
Date:	11.3.13

Area Office		
☐ Central	☐ Henderson	☒ Orewa
☐ Papakura	☐ Pukekohe	☐ Takapuna
☐ Manukau		
☐ Compass	☐ MBC	☐ Professional

New compliance schedule required

☐ Yes ☒ No

Existing compliance schedule requires amending

☐ Yes ☒ No

RECEIVED

16 APR 2013

AUCKLAND COUNCIL

Auckland
Council

To Kaurihere o Tāmaki Makaurau



RESOURCE CONSENT 41252 SECTION 104 AND 108 DECISION

Application Description

Consent to discharge up to 36m³ per day of secondary treated domestic wastewater from the camping ground facilities at Sandspit Motor Camp

Application and Property Details

Consent Holder: Sandspit Holiday Park Limited.

Consent Application Numbers: 41252

File Numbers: 7835

Activity: Wastewater Discharge

Site Address: 1334 Sandspit Road, Warkworth

Legal Description: Pt Allot 23 PSH OF Mahurangi, Lot 2 DP 390452

DECISION UNDER DELEGATED AUTHORITY

Acting under delegated authority pursuant to Sections 104, 104B, 105, 107, and 108 of the RMA, consent is granted to the discretionary activity application by to undertake discharge of treated domestic wastewater at 1334 Sandspit Road, Warkworth being consent application 41252.

Signed under Delegated Authority

Tony Bullard

Team Leader, Rural and Wastewater
Natural Resources and Specialist Input, Resource Consents

Date:

10/4/2013

Reasons for this decision

1. It is considered that the overall adverse effects on the receiving environment are no more than minor. Subject to the imposition of conditions, the effects can be further avoided, remedied or mitigated.
2. The proposal is considered to be consistent with the relevant provisions of the NES, Regulations, NPS, NZCPS, HGMPA, ACRPS, ACRP:ALW, and in particular, the integrated management of the Region's natural and physical resources.
3. The proposal will be consistent with Part 2 of the Resource Management Act 1991 by promoting the sustainable management of natural and physical resources. Overall it is considered that the cumulative safeguards of Section 5(2)(a) to (c) have been met

and the proposal thereby meets the purpose of the RMA.

4. The sensitivity of the receiving environment to the adverse effects of the discharge will not be compromised given the level of the discharge, the application of suitable control technology and appropriate on site management techniques.
5. Due to the exceptional circumstances/temporary nature/necessary maintenance work which apply to the proposal, a grant of consent is justified.

CONDITIONS

Pursuant to Section 108 of the RMA, this consent shall be subject to the following conditions:

General conditions

Activity in accordance with plans

1. The discharge to land activity shall be carried out in accordance with the plans and all information submitted with the application, detailed below:
 - Application Form, and Assessment of Effects prepared by URS Ltd dated 20 December 2012, reference number 42071508. Additional information.

Reference number	Rev	Title	Architect/Author	Dated
Fig 1	A	Wastewater System Investigation	URS New Zealand Limited	28 Feb 2012
Plan 1939, Sheet 2	1	Sandspit Motor Camp On Site Wastewater Treatment Plant	Colin Ashby Consulting	Nov 1998

Other Additional Information	Dated
Discharge to Land Consent Renewal (s92 response)	11 Feb 2013
Discharge to Land Consent Renewal (s92 response)	18 Feb 2013
Discharge to Land Consent Renewal (s92 response)	1 Mar 2013
Discharge to Land Consent Renewal (s92 response)	28 Mar 2013

Minor variations, not affecting performance standards or environmental outcomes shall be presented to and approved by the Manager prior to such works taking place

All charges paid

2. This consent (or any part thereof) shall not commence until such time as the following charges, which are owing at the time the Council's decision is notified, have been paid in full:



- (a) All fixed charges relating to the receiving, processing and granting of this resource consent under section 36(1) of the Resource Management Act 1991 (RMA); and
 - (b) All additional charges imposed under section 36(3) of the RMA to enable the Council to recover its actual and reasonable costs in respect of this application, which are beyond challenge.
3. The consent holder shall pay any subsequent further charges imposed under section 36 of the RMA relating to the receiving, processing and granting of this resource consent within 20 days of receipt of notification of a requirement to pay the same, provided that, in the case of any additional charges under section 36(3) of the RMA that are subject to challenge, the consent holder shall pay such amount as is determined by that process to be due and owing, within 20 days of receipt of the relevant decision.
4. The discharge shall be undertaken in accordance with the plans and information submitted with the application and numbered 41252 by the Auckland Council (as detailed below), subject to such amendments as may be required by the following conditions of this consent.
5. Access to the relevant parts of the property shall be maintained and be available at all reasonable times to enable the servants or agents of the AC to carry out inspections, surveys, investigations, tests, measurements or take samples.

Term of consent / duration

6. Under section 125 of the RMA, this consent lapses five years' after the date it is granted unless:
- (a) The consent is given effect to; or
 - (b) The Council extends the period after which the consent lapses.
7. Wastewater permit 41252 shall expire on 30 June 2028 unless it has lapsed, been surrendered or been cancelled at an earlier date pursuant to the RMA.

Specific conditions

Authorised Discharge Quantity

8. The maximum discharge volume from the wastewater system shall not exceed 36m³/day.
9. The maximum discharge of any consecutive 30 day period shall not exceed 25m³/day.

Works

10. The key system components are described below. Minor variations are acceptable as long as they produce the same quality discharge, however any such variations must be approved in writing by the Manager. As such, the following dimensions and standards are permitted:
- a) Wastewater treatment system consisting of:
 - (1x) 22.7m³ septic tank with discharge effluent filter (existing);
 - (1x) 5.1m³ contact tank (existing);
 - (2x) 5.1m³ aeration tanks (existing);
 - (1x) 10.5m³ settling tank (existing);
 - (1x) Bark filter/odour control tower (existing);
 - (1x) Discharge water meter (+/- 5% accuracy); and
 - (1x) High water level audible/visual alarms (existing).
 - b) Wastewater disposal system consisting of (all proposed):
 - (1x) 4,570m² pressure compensating drip irrigation (PCDI) area consisting of 3,050 lineal metres of irrigation laterals at 1.5m centres where the PCDI lines are to be subsurface within the topsoil horizon. Plus, 2,600m² of PCDI surface irrigation within existing bush areas, consisting of 860 lineal meters of irrigation at 3m centres. The PCDI lines are to be subsurface within topsoil horizon or on the surface within existing bush areas. The peak hydraulic loading rate over the total discharge area will be no greater than 5mm/day.
 - (1x) 17% reserve disposal area (1,200m²).
11. That the drip irrigation system shall be inspected, by a suitably qualified person experienced in wastewater drip irrigation, during the first two peak seasons when the discharge volume has exceeded 25 m³. The purpose of the inspection is to assess whether there is sufficient irrigation installed. If there are signs of ponding, channelling or surface breakout in the bush irrigation area, then an additional 860 lineal metres of irrigation at 1.5m centres shall be installed. A report is to be provided to the Manager confirming the inspection has been carried out and a recommendation on whether or not additional irrigation lines are required.
12. That a flow meter shall be installed, and maintained, that is capable of continuously measuring, to an accuracy of plus or minus 5 percent, treated wastewater flows to the land disposal system.



13. The installation of the new land disposal system shall be carried out under the supervision of a Chartered Professional Engineer or suitably qualified Consultant, experienced in wastewater treatment and land disposal systems

The supervising Engineer/Consultant shall certify in writing to the Manager, within 30 days of work completion, and discharge commencing, that all new components of the system have been designed, inspected and installed in accordance with standard engineering practice, with the approved plans and with the specifications and conditions of this permit.

14. Final "as-built" plans of the wastewater treatment and land disposal system for the works covered by this consent that show the location of each key component of the treatment and land disposal system, including the designated reserve disposal area, shall be submitted to the Manager within 30 days of work completion and discharge commencing. The final as-built plans shall be to the satisfaction of the Manager.
15. Alarm systems shall be maintained to operate in the event of any pump failure and shall be located in a prominent location near the treatment plant.
16. Emergency storage volume, equivalent to 2 hours peak flow volume (3m^3), shall be provided above alarm levels in every pump chamber
17. The wastewater treatment plants, primary disposal areas and reserve disposal areas shall be positioned a minimum distance of at least 1.5 metres from all property boundaries and 3 metres from all habitable buildings.
18. The disposal areas shall be positioned a minimum distance of at least 15 metres from any accessible surface waters, 20 metres from all water supply bores and 0.9 metres from the highest seasonal groundwater level.
19. Full water reducing fixtures shall be installed in the facilities serviced by the treatment and land disposal system. Wastewater reduction fixtures shall include but not be limited to the following:
 - i. Dual flush (6/3 litre) water cisterns
 - ii. Aerated faucets on all taps (6L/min)
 - iii. Shower flow restrictors (9L/min)
 - iv. Water conserving washing machine and dishwasher (where applicable)
20. No extra wastewater producing fixtures, such as garbage grinders, and multi-head showers shall be installed.



21. That the quality of the wastewater discharged to the irrigation system shall conform with the following standards:

Biochemical Oxygen Demand better than 20 mg /l;
Suspended Solids better than 30 mg /l; and

22. That discharges of effluent to land shall not result in:

- i. Surface ponding of effluent within the land disposal area; or
- ii. Channelling of effluent that results in overland runoff of effluent beyond the land disposal area; or
- iii. Surface seepage (breakthrough) of effluent beyond the land disposal area.

If any of the items above are detected the Consent Holder shall, in consultation with the Manager, install additional irrigation laterals between the existing laterals to create a disposal area with the following specifications:

(1x) 4,570m² pressure compensating subsurface drip irrigation (PCDI) area consisting of 6,100 lineal metres of irrigation laterals at 0.75m centres, and 2,600m² of surface PCDI consisting of 3440 lineal metres of irrigation laterals at 1.5m centres. The PCDI lines are to be subsurface within topsoil horizon or on the surface within existing bush areas. The peak hydraulic loading rate over the total discharge area will be no greater than 5mm/day.

23. Written approval from the Team Leader Wastewater and Rural, NRSI shall be obtained prior to the use of the reserve effluent irrigation area. The request for approval shall include:

- i. Reason that the reserve irrigation area is needed; and
- ii. Assessment of the condition of the primary effluent irrigation area and any maintenance or other mitigation measures required to allow its continued use; and
- iii. An assessment of discharge flow volumes on the site and an assessment of options to manage or reduce flows; and
- iv. Updated site plan showing the proposed layout of the irrigation lines within the allocated reserve area.

Management plan conditions

24. A Management Plan shall be submitted to the Manager for written approval within 30 days of work completion. The Management Plan shall be prepared by a suitably qualified person experienced in wastewater engineering for the wastewater treatment



and land disposal system and shall be in accordance with the conditions of this consent and should include, but not be limited to:

- i. A 6 monthly inspection programme designed to verify the correct functioning of all the wastewater treatment and land disposal systems; and
25. A daily inspection programme, from 1 December to 31 January each year, designed to verify the correct functioning of the disposal system. This inspection program should be specifically targeted at detecting signs of overloading, ponding or channelling of wastewater within the disposal area (refer Condition 22); and
- ii. A schedule or checklist of maintenance requirements for the aerated wastewater treatment plant, filters, pumps, and PCDI lines; and
- iii. A procedure for a review of the schedule of maintenance requirements; and
- iv. A procedure, including time of day and forms to be filled in, for the collection of flow meter readings including a schedule for forwarding all monitoring records to the Manager; and
- v. A copy of the names of the appropriate contact people in the event of system malfunction including contact telephone numbers; and
- vi. A contingency plan of action to be taken in the event metered flows exceed maximum permitted discharge volumes and/or pump or power failure and/or effluent breakout/surface runoff from the treatment and land disposal system.

The Consent Holder shall comply with the requirements of the Management Plan once it has been approved.

Operation and maintenance conditions

26. The Consent Holder shall enter into, and maintain in force, a written maintenance contract with an experienced wastewater treatment plant operator, or a person trained in the wastewater treatment operation by the system designer, approved in writing by the Manager, for the on-going maintenance of the treatment and land disposal systems. This contract shall include an inspection and maintenance schedule in accordance with the management plan.
27. A signed copy of this contract shall be forwarded to the Manager within 30 days of the issuing of this permit, and the consent holder shall ensure that the Manager is provided with a current copy of such contracts throughout the term of this consent. An operative contract shall be provided to the AC upon request throughout the term of the consent.

Monitoring and reporting conditions

28. A record of any complaints and system malfunctions regarding the wastewater treatment and land disposal system shall be kept and shall be reported to the

Manager within 7 days of the event, receiving the complaint or the system malfunctions occurring. The Consent Holder shall outline a schedule of action taken and further proposals/actions to remedy any such problems.

29. The flow meter shall be read at the same time of each day between 15 December and 15 February, and at the same time and day of each week at all other times, in accordance with the schedule specified in the Management Plan. These readings, including site occupancy numbers, shall be recorded in a logbook and copies of these records shall be forwarded to the Manager, within 10 days of the six monthly period ending 28 February and 31 August each year. In addition the Manager shall be notified within one week of any reading showing the permitted discharge volume has been exceeded.

Subject to the written approval of the Manager, following at least 12 months of flow meter readings, the frequency of monitoring may be decreased/ceased. The Manager reserves the right to require flow meter readings to recommence at any stage.

Section 128 – review conditions

30. That the conditions of this consent may be reviewed by the Manager pursuant to Section 128 of the RMA, by the giving of notice pursuant to Section 129 of the Act, in February 2015 and every year thereafter in order:
- i) To vary the size or design of the treatment system and/or size or design of the land disposal area in light of increased understanding of the system or further information, changed circumstances, or the results of monitoring; or
 - ii) To alter monitoring requirements in light of previous monitoring results and/or changed environmental conditions or circumstances; or
 - iii) To deal with any significant adverse effect on the environment which may arise from the exercise of the consent and which was not apparent at the time of the granting of the consent; or
 - iv) To require a Consent Holder to adopt the best practicable option to remove or reduce any adverse effect on the environment resulting from the discharge, including measures to decrease water usage and/or discharge flow volumes; or
 - v) To deal with any adverse effect on the environment arising or potentially arising from the exercise of this consent, through altering or providing specific performance standards.

ADVICE NOTES

1. Pursuant to Section 126 of the Resource Management Act 1991, which provides for Auckland Council to cancel a resource consent by written notice, if this resource consent has been exercised, but is not subsequently exercised for a continuous period of five years, the consent may be cancelled by the Council unless other criteria

contained within Section 126 are met.

2. The consent holder shall obtain all other necessary consents and permits, including those under the Building Act 2004, and the Historic Places Trust Act 1993. This consent does not remove the need to comply with all other applicable Acts (including the Property Law Act 2007), regulations, relevant Bylaws, and rules of law. This consent does not constitute building consent approval. Please check whether a building consent is required under the Building Act 2004. Please note that the approval of this resource consent, including consent conditions specified above, may affect a previously issued building consent for the same project, in which case a new building consent may be required. If not all resource consents have been applied for, it remains the responsibility of the consent holder to obtain any and all necessary resource consents required under the relevant requirements of the Resource Management Act 1991.
3. If you disagree with any of the above conditions, or disagree with the additional charges relating to the processing of the application you have a right of objection pursuant to Sections 357A or 357B of the RMA. Any objection must be made in writing to Council within 15 working days of notification of the decision.
4. Compliance with the consent conditions will be monitored by Council in accordance with Section 35(d) of the Resource Management Act. This will typically include site visits to verify compliance (or non-compliance) and documentation (site notes and photographs) of the activity established under the Resource Consent. In order to recover actual and reasonable costs, inspections, in excess of those covered by the base fee paid, shall be charged at the relevant hourly rate applicable at the time.
5. The consent holder is advised that any discharge, other than to the designated irrigation areas, is prohibited (i.e. discharges to estuary are prohibited).



DEFINITIONS

ACRPS:	means Auckland Council Regional Policy Statement
Council:	means The Auckland Council
District Plan:	means Auckland Council Regional Plan (Rodney/North Shore/Waitakere/Auckland/Manukau/Papakura/Franklin Section)
HGMPA:	means Hauraki Gulf Marine Park Act 2000
LGAAA:	means Local Government Amendment Act 2004
NES	means National Environmental Standard
NPS	means National Policy Statement
NZCPS:	means New Zealand Coastal Policy Statement 2010
Regional Plan	Auckland Council Regional Plan (Sediment Control) Auckland Council Regional Plan (Coastal) Auckland Council Regional Plan (Air, Land and Water) (operative in part) Auckland Council Regional Plan (Farm Dairy Discharges) Transitional Auckland Regional Plan
RMA:	means Resource Management Act 1991 and all amendments
Team Leader:	means an Auckland Council Team Leader as specified in text / condition or nominated Auckland Council staff acting on the relevant Team Leader's behalf
WRHAA:	means Waitakere Ranges Heritage Area Act 2008

Memorandum: certificate of design work

Section 30C or section 45, Building Act 2004



Please use this form if your building consent application involves design work, which is restricted building work

BUILDING DETAILS

Street address of building:	1334 Sandspit Road Sandspit
	Warkworth

OWNER'S DETAILS

Owners name:	Brian & Vanessa Morrison		
Mailing address:	1336 Sandspit Road RD 2 Warkworth	Postcode:	0982
Daytime phone:	09 425 0011	Mobile:	021 029 2676
Email address:	brianandvanessa@xtra.co.nz		

IDENTIFICATION OF DESIGN WORK THAT IS RESTRICTED BUILDING WORK

I have carried out or supervised the following design work that is restricted building work:

Design work that is restricted building work		Description	Carried out/ supervised	Reference to plans and specifications
[Tick]	☐	[If appropriate, provide details of the restricted building work]	[Specify whether you carried out this design work or supervised someone else carrying out this design work]	[If appropriate, specify references]

Primary structure

Foundations and subfloor framing	☒	Engineer designed foundations	☐ Carried out ☒ Supervised	See plan pages 4,6,7,9 & 10
Walls	☒	Designed the new walls for the proposed additions	☒ Carried out ☐ Supervised	See plan pages 3,6,7
Roof	☒	Designed the roof	☒ Carried out ☐ Supervised	See plan page 5
Columns and beams	☒	Designed Verandah beam and Engineer Designed Roof Beam	☒ Carried out ☒ Supervised	See plan pages 6,7,11,21
Bracing	☒	Engineer Designed wall bracing	☐ Carried out ☒ Supervised	See plan pages 2 also Wall Bracing Calcs in Engineers Clac's
Other	☐		☐ Carried out ☐ Supervised	

Design work that is restricted building work	Description	Carried out/ supervised	Reference to plans and specifications
[Tick]	[If appropriate, provide details of the restricted building work]	[Specify whether you carried out this design work or supervised someone else carrying out this design work]	[If appropriate, specify references]

External moisture management systems

Damp proofing	☐		☐ Carried out ☐ Supervised	
Roof cladding or roof cladding system	☒	Specified the roofing material for the proposed new house and carport.	☒ Carried out ☐ Supervised	See plan pages 5,6,7 Also see product specs and building specs.
Ventilation system (for example, subfloor or cavity)	☒	Designed Internal ventilation	☒ Carried out ☐ Supervised	See plan pages 4
Wall cladding or wall cladding system	☒	Specified timber weatherboard cladding and masonry block	☒ Carried out ☐ Supervised	See pages 6,7 Also see product and building specs.
Waterproofing	☐		☐ Carried out ☐ Supervised	
Other	☐		☐ Carried out ☐ Supervised	

Fire safety systems

Emergency warning systems, evacuation and fire service operation systems, suppression or control systems, or other	☐		☐ Carried out ☐ Supervised	
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Note: The design of fire safety systems is only restricted building work when it involves small to medium apartment buildings as defined by the (Definition of Restricted Building Work) Order 2011 (continue on another page if necessary).

Are any waivers or modifications of the building code required?

☐ Yes

☒ No

If yes, please provide details of the waivers or modifications below (continue on another page if necessary)

Clause	Waiver/modification required
[List relevant clause numbers of building code]	[Specify nature of waiver or modification of building code]

ISSUED BY

LBP's name:

Bernie Kose

LBP's Registration N°:

BP 101 151

The practitioner is:



Design LBP



Registered Architect



Chartered Professional Engineer

Mailing address:

P.O.BOX 23 WARKWORTH 0941

Street address or
registered office:

16A Percy Street, Warkworth 0910

Landline:

09 425 7695

Fax:

09 425 7695

After hours:

Mobile:

021 118 3462

Email address:

bkdesign@paradise.net.nz

Website:

LICENSED BUILDING PRACTITIONERS STATEMENT

I, (LBP's name)

Bernie Kose

State that I have applied the skill and care reasonably required of a competent design professional in carrying out or supervising the restricted building work described on this form and that based on this I also state that the restricted building work



a) complies with the Building Code identified on this form: or



b) complies with the Building Code subject to any waiver or modification of the Building Code recorded on this form

LBP's signature:

Date: 08/03/2013

Name of LBP's design
firm (optional):

BK Design



Memorandum from licensed building practitioner: Certificate of design work

Section 45 and section 30C, Building Act 2004

Please fill in the form as fully and correctly as possible.

If there is insufficient room on the form for requested details, please continue on another sheet and attach the additional sheet(s) to this form.

THE BUILDING	
Street address: 1334 Sandspit Road	
Suburb: Sandspit	
Town/City: Auckland	Postcode: 0982

THE OWNER(S)	
Name(s): Brian and Vanessa Morrison	
Mailing address: 1334 Sandspit Road	
Suburb: Sandspit	PO Box/Private Bag:
Town/City: Auckland	Postcode: 0982
Phone number:	Email address: brianandvanessa@xtra.co.nz

BASIS FOR PROVIDING THIS MEMORANDUM

I am providing this memorandum in my role as the: Please tick the option that applies ☒

- ☐ **sole** designer of all of the RBW design outlined in this memorandum – I carried out all of the RBW design work myself – no other person will be providing any additional memoranda for the project
- ☐ **lead** designer who carried out some of the RBW design myself but also supervised other designers – this memorandum covers their RBW design work as well as mine, and no other person will be providing any additional memoranda for the project
- ☐ **lead** designer for all but specific elements of RBW – this memorandum only covers the RBW design work that I carried out or supervised and the other designers will provide their own memorandum relating to their specific RBW design
- ☒ **specialist** designer who carried out specific elements of RBW design work as outlined in this memorandum – other designers will be providing a memorandum covering the remaining RBW design work

IDENTIFICATION OF DESIGN WORK THAT IS RESTRICTED BUILDING WORK (RBW)

I Ian Hutchinson of Ian Hutchinson Consultants Limited carried out / supervised the following design work that is restricted building work

PRIMARY STRUCTURE: B1

Design work that is RBW	Description of RBW	Carried out or supervised	Reference to plans and specifications
Tick ☒ if included. Cross ☐ if excluded	If appropriate, provide details of the RBW	Tick ☒ whether you carried out this design work or supervised someone else carrying out this design work	If appropriate, specify references
All RBW design work relating to B1 ☐		☐ Carried out ☐ Supervised	
Foundations and subfloor framing ☒	Specific design of structural elements outside the scope of NZS 3604 ☒	☐ Carried out ☒ Supervised	Refer Hutchinson specific Engineering Design Calculations

Design work that is RBW	Description of RBW	Carried out or supervised	Reference to plans and specifications
Tick ☒ if included. Cross ☒ if excluded	If appropriate, provide details of the RBW	Tick ☒ whether you carried out this design work or supervised someone else carrying out this design work	If appropriate, specify references
Walls	Specific design of structural elements outside the scope of NZS 3604	☐ Carried out ☒ Supervised	Refer Hutchinson specific Engineering Design Calculations
Roof	Specific design of structural elements outside the scope of NZS 3604	☐ Carried out ☒ Supervised	Refer Hutchinson specific Engineering Design Calculations
Columns and beams	Specific design of structural elements outside the scope of NZS 3604	☐ Carried out ☒ Supervised	Refer Hutchinson specific Engineering Design Calculations
Other		☐ Carried out ☐ Supervised	
EXTERNAL MOISTURE MANAGEMENT SYSTEMS: E2			
All RBW design work relating to E2	☒	☐ Carried out ☐ Supervised	
Damp proofing	☒	☐ Carried out ☐ Supervised	
Roof cladding or roof cladding system	☒	☐ Carried out ☐ Supervised	

Design work that is RBW	Description of RBW	Carried out or supervised	Reference to plans and specifications
Tick ☒ if included. Cross ☒ if excluded	If appropriate, provide details of the RBW	Tick ☒ whether you carried out this design work or supervised someone else carrying out this design work	If appropriate, specify references
Ventilation system (for example, subfloor or cavity)	☒	☐ Carried out ☐ Supervised	
Wall cladding or wall cladding system	☒	☐ Carried out ☐ Supervised	
Waterproofing	☒	☐ Carried out ☐ Supervised	
Other	☒	☐ Carried out ☐ Supervised	
FIRE SAFETY SYSTEMS: C1-C6			
Emergency warning systems Evacuation and fire service operation systems Suppression or control systems Other	☒	☐ Carried out ☐ Supervised	
Note: The design of fire safety systems is only restricted building work when it involves small-to-medium apartment buildings as defined by the Building (Definition of Restricted Building Work) Order 2011.			

WAIVERS AND MODIFICATIONS

Waivers or modifications of the Building Code are required. ☐ Yes ☒ No

If Yes, provide details of the waivers or modifications below:

Clause	Waiver/modification required
List relevant clause numbers of building code	Specify nature of waiver or modification of building code required

ISSUED BY

Name and contact details of the licensed building practitioner who is licensed to carry out or supervise design work that is restricted building work.

Name: Ian Hutchinson

LBP or Registration number: 63973

The practitioner is a: ☐ Design LBP ☐ Registered architect ☒ Chartered Professional Engineer

Design Entity or Company (optional): Ian Hutchinson Consultants Limited

Mailing address (if different from below): PO Box 150, Orewa, 0946

Street address/Registered office: 154 Centreway Road

Suburb: Orewa

Town/City: Auckland

PO Box: 150

Postcode: 0946

Phone number: (09) 426 5702

Mobile: 021 924 287

After hours: (09) 422 9640

Fax: (09) 426 9669

Email address: info@hc.co.nz

Website: www.hc.co.nz

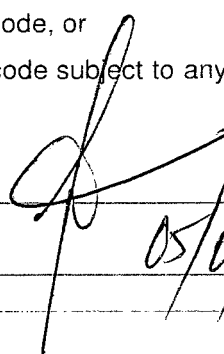
DECLARATION

I Ian Hutchinson of Ian Hutchinson Consultants Limited LBP, state that I have applied the skill and care reasonably required of a competent design professional in carrying out or supervising the Restricted Building Work (RBW) described in this form, and that based on this, I also state that the RBW:

- Complies with the building code, or
- Complies with the building code subject to any waiver or modification of the building code recorded on this form

Signature: _____

Date: _____


05/03/2013

Design Summary

The Design Summary for this project is described on the cover page of the Specifically Designed Structural Calculations referenced:

- Job Reference 16136
- Dated 05/03/2013

The works covered by this Design Summary have been completed solely by Ian Hutchinson Consultants Ltd (Hutchinson).

Hutchinson Memorandum Notes

The design by Hutchinson only relates to the specifically designed structural elements of the Primary Structure portion of the Restricted Building Work. Hutchinson's design work specifically excludes external moisture management and fire safety systems.

The attached Memorandum (Certificate of Design Work) shall be read in conjunction with these Memorandum Notes.

Acknowledged Design Work within the attached Memorandum is particularly important. Any acknowledgement including every applicable field will be both "ticked" and "signed" by the Hutchinson Licensed Building Practitioner to be valid. If a Design Work row description and/or field is not both "ticked" and "signed" by the Hutchinson Licensed Building Practitioner any attached Memorandum (Certificate of Design Work) shall be deemed void and invalid.

This is an 11 page document (exclusive of the supervision clauses) and must be complete to be valid.

Similarly the Hutchinson Memorandum only relates to design drawings completed by a Licensed Building Practitioner that have been stamped and signed by the Hutchinson Licensed Building Practitioner. The stamp on the drawings shall read:

**Our approval of these drawings
relates to our specifically designed
structural elements only**

Ian Hutchinson CPEng 63973
Ian Hutchinson Consultants Ltd

 **Hutchinson**
CONSULTING ENGINEERS

Any Building Consent drawings that are not both stamped and signed by the Hutchinson Licensed Building Practitioner are deemed to be "un-approved" by Hutchinson.

If a field within the Memorandum (Certificate of Design Work) is not both "ticked" and "signed" by the Hutchinson Licensed Building Practitioner and/or an alternative insertion is included within any particular field (e.g. "X", "N/A", "-" and/or the like) this shall be deemed that this portion of the RBW is not covered by the Hutchinson specific design.

If any acceptance and/or acknowledgement is included within the "Other" row description portion of the Memorandum it will only cover those items specifically listed in the Hutchinson Design Summary.

All other Licensed Building Practitioners associated with this project and/or other Designers completing Design Work on this project shall ensure their information, designs and Memorandums align with those design works completed by Hutchinson. This is to allow multiple Memorandum (Certificate of Design Work) by others to be read in combination by Council and that all the Design Restricted Building Work has been done and/ or supervised by Licensed Building Practitioners licensed in the appropriate design class.

Any acknowledgement by others to accept responsibility of Primary Structure Design Work also nominated by Hutchinson shall take sole precedence over the Hutchinson Memorandum. Hutchinson's Design Summary includes no provisions for waivers and/or modifications to the Building Code.

Construction

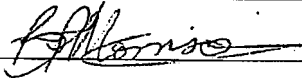
Only experienced Trade Licensed Building Practitioners shall complete Licensed Building Work that includes Design completed by Hutchinson.

It is the client's responsibility to ensure compliance with the provisions of the Building Act relating to engaging both Design and Trade Licensed Building Practitioners to carry out and/or supervise Restricted Building Work. Failure to do so will indemnify Hutchinson against any future claim relating to Design and/or supervised Restricted Building Work.

To validate the attached Memorandum (Certificate of Design Work) these Hutchinson Memorandum Notes must be acknowledged below by completing the acceptance, in full, by the client, prior to the Restricted Building Works commencing.

If the person signing the acceptance below is not the "client" he/she shall have the full authority on the client's behalf to do so. Individuals signing on the "clients" behalf personally accept responsibility for same.

A copy of the Memorandum (Certificate of Design Work) and signed Memorandum Notes shall be provided to Hutchinson prior to the issue of the Building Consent to which the Restricted Building Works relates.

To be completed by the Client	
First Name(s): BRIAN PHILIP	
Surname: MORRISON	
Company: SANDSPIT HOLIDAY PARK	
Physical Address: 1336 SANDSPIT RD. WARKWORTH	
Postal Address: 6 BRICK BAY DRIVE SANDSPIT	
Phone number: 09425 0011	Mobile: 021 029 2676
After hours: 09425 0011	Fax:
Email: brianandvanessa@xtra.co.nz	
Signed: 	Dated: 5/3/2013

The Client engaged the Consultant to provide the Services described above and the Consultant agreed to perform these Services. Both Parties agreed to be bound by the provision of the Short Form Model Conditions of Engagement (refer below), including clauses 2, 3, 9 and 10 and any variations noted. Once signed above, this agreement, together with the conditions below and any attachments, will replace all or any oral agreement previously reached between the Parties.

CONDITIONS OF ENGAGEMENT

1. The Consultant shall perform the Services as described in the attached documents.
2. Nothing in this Agreement shall restrict, negate, modify or limit any of the Client's rights under the Consumer Guarantees Act 1993 where the Services acquired are of a kind ordinarily acquired for personal, domestic or household use or consumption and the Client is not acquiring the Services for the purpose of a business.
3. The Client and the Consultant agree that where all, or any of, the Services are acquired for the purposes of a business the provisions of the Consumer Guarantees Act 1993 are excluded in relation to those Services.
4. In providing the Services the Consultant shall exercise the degree of skill, care and diligence normally expected of a competent professional.
5. The Client shall provide to the Consultant, free of cost, as soon as practicable following any request for information, all information in his or her power to obtain which may relate to the Services. The Consultant shall not, without the Client's prior consent, use information provided by the Client for purposes unrelated to the Services. In providing the information to the Consultant, the Client shall ensure compliance with the Copyright Act 1994 and shall identify any proprietary rights that any other person may have in any information provided.
6. The Client may order variations to the Services in writing or may request the Consultant to submit proposals for variation to the Services. Where the Consultant considers a

direction from the Client or any other circumstance is a Variation the Consultant shall notify the Client as soon as practicable.

7. The Client shall pay the Consultant for the Services the fees and expenses at the times and in the manner set out in the attached documents. Where this Agreement has been entered by an agent (or a person purporting to act as agent) on behalf of the Client, the agent and Client shall be jointly and severally liable for payment of all fees and expenses due to the Consultant under this Agreement.
8. All amounts payable by the Client shall be paid within twenty (20) working days of the relevant invoice being mailed to the Client. Late payment shall constitute a default, and the Client shall pay default interest on overdue amounts from the date payment falls due to the date of payment at the rate of the Consultant's overdraft rate plus 2% and in addition the costs of any actions taken by the Consultant to recover the debt.
9. Where Services are carried out on a time charge basis, the Consultant may purchase such incidental goods and/or Services as are reasonably required for the Consultant to perform the Services. The cost of obtaining such incidental goods and/or Services shall be payable by the Client. The Consultant shall maintain records which clearly identify time and expenses incurred.
10. Where the Consultant breaches this Agreement, the Consultant is liable to the Client for reasonably foreseeable claims, damages, liabilities), losses or expenses caused directly by the breach. The Consultant shall not be liable to the Client under this Agreement for the Client's indirect, consequential or special loss, or loss of profit, however arising, whether under contract, in tort or otherwise.
11. The maximum aggregate amount payable, whether in contract, tort or otherwise, in relation to claims, damages, liabilities, losses or expenses, shall be five times the fee (exclusive of GST and disbursements) with a maximum limit of \$NZ500,000.
12. Without limiting any defences a Party may have under the Limitation Act 2010, neither Party shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on a Party within 6 years from completion of the Services.
13. The Consultant shall take out and maintain for the duration of the Services a policy of Professional Indemnity insurance for the amount of liability under clause 11. The Consultant undertakes to use all reasonable endeavours to maintain a similar policy of insurance for six years after the completion of the Services.
14. If either Party is found liable to the other (whether in contract, tort or otherwise), and the claiming Party and/or a Third Party has contributed to the loss or damage, the liable Party shall only be liable to the proportional extent of its own contribution.
15. Intellectual property prepared or created by the Consultant in carrying out the Services ("New Intellectual Property") shall be jointly owned by the Client and the Consultant. The Client and Consultant hereby grant to the other an unrestricted royalty-free license in perpetuity to copy or use New intellectual Property. Intellectual property owned by a Party prior to the commencement of this Agreement and intellectual property created by a Party independently of this Agreement remains the property of that Party. The ownership of data and factual information collected by the Consultant and paid for by the Client shall, after payment by the Client, lie with the Client. The Consultant does not warrant the suitability of New Intellectual Property for any purpose other than the Services or any other use stated in the Agreement.
16. The Consultant has not and will not assume any obligation as the Client's Agent or otherwise which may be imposed upon the Client from time to time pursuant to the Health and Safety in Employment Act 1992 ("the Act") arising out of this engagement.

The Consultant and Client agree that in terms of the Act, the Consultant will not be the person who controls the place of work.

17. The Client may suspend all or part of the Services by notice to the Consultant who shall immediately make arrangements to stop the Services and minimise further expenditure. The Client and the Consultant may (in the event the other Party is in material default) terminate the Agreement by notice to the other Party. Suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
18. The Parties shall attempt in good faith to settle any dispute by mediation.
19. This Agreement is governed by the New Zealand law, the New Zealand courts have jurisdiction in respect of this Agreement, and all amounts are payable in New Zealand dollars.