

SPECIAL RESOLUTIONS OF BODY CORPORATE NUMBER 607256

WITHOUT A GENERAL MEETING PURSUANT TO

SECTION 104 OF THE UNIT TITLES ACT 2010

It was resolved by Special Resolution:

- 1 THAT the members of the Body Corporate acknowledge that they have received notice of the passing of the resolutions without a general meeting and waive the requirement for any notice period and pass these resolutions expressly waiving any right that they may have to further notice.
- 2 THAT the Body Corporate ratifies the rules as being those **attached** at Schedule 1 and registered with Land Information New Zealand as registered on the Supplementary Record Sheet.
- 3 THAT the Body Corporate appoints Benjamin Lewin Dearlove as the Chairperson of the Body Corporate.
- 4 THAT the Body Corporate elects a Committee of one comprising Benjamin Lewin Dearlove and that the Committee shall have a quorum of one; and pursuant to Section 108(1) of the Unit Titles Act 2010 the Body Corporate delegates all of its powers and duties to the Body Corporate Committee, save those powers reserved to the Body Corporate under Section 108(2) of the Act.
- 5 THAT the Body Corporate enters into a service contract with Strata Title Administration Limited to assist the Body Corporate to perform its duties under the Unit Titles Act 2010 and that the service contract is entered into on behalf of the Body Corporate by the Chairperson in the form **attached** at Schedule 2.
- 6 THAT the Body Corporate enters into a service contract with Northland Waste Limited T/A Econowaste to collect rubbish and recycling from the unit titled development at 64 Matakana Valley Road, Matakana (known as The Workshops Matakana) and that the service contract is entered into on behalf of the Body Corporate by the Chairperson of the Body Corporate in the form **attached** at Schedule 3.
- 7 THAT pursuant to section 205 of the Unit Titles Act 2010 and Regulation 18 of the Unit Titles Regulations 2011 the Body Corporate notify the registrar of a change to the Body Corporate address for service in the form required to Strata Title Administration Limited, 1st Floor Dilworth Building, corner Queen Street & Customs Street East, Auckland 1010 (PO Box 3187, Shortland Street, Auckland 1140).
- 8 THAT the Body Corporate sets up a fund in accordance with section 121 of the Unit Titles Act 2010 to pay for its expenses by levying contributions on owners in proportion to the Ownership Interest of each of the Principal Units and any associated Accessory Units and that the budget for the period 8 April 2025 to 7 April 2026 is to be \$276,558.00 including GST, as **attached** at Schedule 4.
- 9 THAT the Body Corporate will procure the services of WT New Zealand Limited to provide a Long-Term Maintenance Plan for The Workshops Matakana. The Body Corporate accepts and adopts the Long-Term Maintenance Plan and will maintain The Workshops Matakana in accordance with the Long-Term Maintenance Plan.
- 10 THAT Strata Title Administration Limited opens and operates a bank account in the name of the Body Corporate in its trust account, and pay the amount assessed under

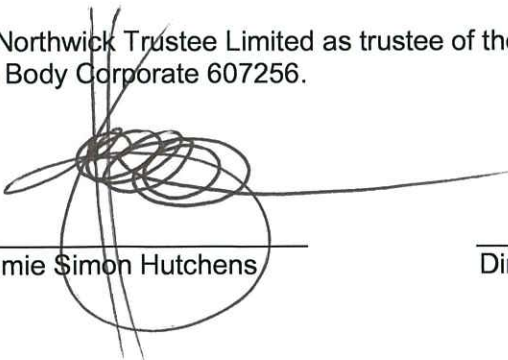
clause 8 together with all other amounts paid to it for or on behalf of the Body Corporate into the said account.

- 11 THAT the Body Corporate be insured in accordance with the provisions of the Unit Titles Act 2010 with NZI, a business division of IAG New Zealand Limited, for the period 8 April 2025 to 8 April 2026 and that Strata Title Administration Limited is to hold all insurance policies taken out by the Body Corporate together with all receipts for expenditure incurred on behalf of the Body Corporate. The insurance quotation and Certificate of Insurance are **attached** at Schedule 5.
- 12 THAT Strata Title Administration Limited may disclose information on behalf of an owner and the Body Corporate pursuant to subpart 14 of part 2 of the Act and is empowered to sign a section 147 certificate on behalf of the Body Corporate.
- 13 THAT the Body Corporate enters into a contract with Energy Co Limited to on-charge to the owners, tenants or occupants of a unit, as the case may be, for the cost of cold water and waste water used by the occupants of the unit on the proviso that the usage is metered and that the service contract is entered into on behalf of the Body Corporate in the form **attached** at Schedule 6.
- 14 THAT the Body Corporate enter into a Deed of Indemnity indemnifying Benjamin Lewin Dearlove from liability as Chairperson of the Body Corporate and as the sole committee member in the form **attached** at Schedule 7.
- 15 THAT the Body Corporate shall hold Office Bearers' Liability Insurance for the Committee and Chairperson with Chubb Insurance New Zealand Limited and that Strata Title Administration Limited is to hold this insurance policy taken out by the Body Corporate together with all receipts for expenditure incurred on behalf of the Body Corporate.
- 16 THAT the Body Corporate enters into a service contract with Active Property Services Limited as Estate Manager to assist with the management of The Workshops Matakana, which is to include ensuring that the common areas are kept clean, tidy and litter free and that the service contract is entered into on behalf of the Body Corporate by the Chairperson in the form **attached** at Schedule 8.
- 17 THAT the Body Corporate enters into a Deed of Lease, to lease principal unit 54 comprised in Record of Title 1196926 from Northwick Park Trustee Limited as trustee of the Northwick Park Trust in the form **attached** as Schedule 9.
- 18 THAT the Body Corporate is to be responsible for all matters connected with the water meter for the Body Corporate and authorises Strata Title Administration Limited to write to Watercare Services Limited to arrange for all water meter accounts to be sent to either Energy Co Limited or Strata Title Administration Ltd in accordance with the service contract entered into between Energy Co Limited and the Body Corporate.
- 19 THAT the Body Corporate accepts the proposal from VSL Landscapes Ltd to maintain the common landscaped areas for the initial twelve months after completion of the development in accordance with the scope of works **attached** at Schedule 10.
- 20 THAT the Body Corporate enters into a service contract with Dutton Stormwater Maintenance Limited to maintain the storm water devices and that the service contract is entered into on behalf of the Body Corporate by the Chairperson in the form **attached** at Schedule 11.

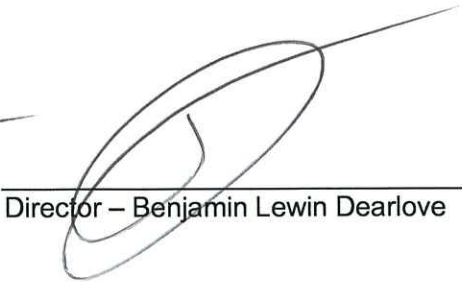
- 21 THAT the Body Corporate enters into a service contract with Ecoflow Limited to service and maintain the sewer pumps (3 x pumps) and that the service contract is entered into on behalf of the Body Corporate by the Chairperson in the form **attached** at Schedule 12.
- 22 THAT the Body Corporate enters into a service contract with Automatic Fire Alarm Monitoring Ltd to monitor the fire alarm system and that the service contract is entered into on behalf of the Body Corporate by the Chairperson in the form **attached** at Schedule 13.
- 23 THAT the Body Corporate accepts Aqua Works Limited's quotation 6958 for an annual wash of the roofs, gutters and rain heads and that the quotation is to be accepted on behalf of the Body Corporate by the Chairperson in the form **attached** at Schedule 14.
- 24 THAT the Body Corporate accepts Aqua Works Limited's quotation 6959 to inspect the drinking water pumps monthly and that the quotation is to be accepted on behalf of the Body Corporate by the Chairperson in the form **attached** at Schedule 15.
- 25 THAT the Body Corporate accepts Aqua Works Limited's quotation 6526 (excluding item 7 – backflow IQP testing) to test and maintain the drinking water system and that the quotation is to be accepted on behalf of the Body Corporate by the Chairperson in the form **attached** at Schedule 16.
- 26 THAT the Body Corporate accepts the quotation from Maximum Wash Ltd for an annual wash the exterior of the buildings (excluding the roof which is to be washed by Aqua Works), and that the quotation is to be accepted on behalf of the Body Corporate by the Chairperson in the form **attached** at Schedule 17.
- 27 THAT the Body Corporate acknowledges receipt of the Drinking Water Safety Plan prepared by Aqua Works **attached** at Schedule 18.
- 28 THAT the Body Corporate acknowledges that Aqua Fire Ltd will be testing and maintaining the fire protection system for the initial 12 months from the date the fire protection system was commissioned as is provided for in their 12 month maintenance free period included as part of the installation. Refer to confirmation **attached** at Schedule 19.
- 29 THAT the Body Corporate Committee and the Chairperson of the Body Corporate are authorised to do all things and sign all documents to give effect to the above resolutions.

Dated: 8 April 2025

SIGNED by Northwick Trustee Limited as trustee of the Northwick Trust the registered owner of all units in Body Corporate 607256.



Director – Jamie Simon Hutchens



Director – Benjamin Lewin Dearlove

Schedule One
Body Corporate Rules



View Instrument Details

Instrument No	13203255.3
Status	Registered
Lodged By	Clayden, Stephanie Rose
Date & Time Lodged	22 Jan 2025 10:09
Instrument Type	Application for Deposit of Unit Title Plan

Affected Records of Title	Land District
811227	North Auckland
1196873	North Auckland
1196874	North Auckland
1196875	North Auckland
1196876	North Auckland
1196877	North Auckland
1196878	North Auckland
1196879	North Auckland
1196880	North Auckland
1196881	North Auckland
1196882	North Auckland
1196883	North Auckland
1196884	North Auckland
1196885	North Auckland
1196886	North Auckland
1196887	North Auckland
1196888	North Auckland
1196889	North Auckland
1196890	North Auckland
1196891	North Auckland
1196892	North Auckland
1196893	North Auckland
1196894	North Auckland
1196895	North Auckland
1196896	North Auckland
1196897	North Auckland
1196898	North Auckland
1196899	North Auckland
1196900	North Auckland
1196901	North Auckland
1196902	North Auckland
1196903	North Auckland
1196904	North Auckland
1196905	North Auckland
1196906	North Auckland
1196907	North Auckland
1196908	North Auckland
1196909	North Auckland
1196910	North Auckland

Affected Records of Title	Land District
1196911	North Auckland
1196912	North Auckland
1196913	North Auckland
1196914	North Auckland
1196915	North Auckland
1196916	North Auckland
1196917	North Auckland
1196918	North Auckland
1196919	North Auckland
1196920	North Auckland
1196921	North Auckland
1196922	North Auckland
1196923	North Auckland
1196924	North Auckland
1196925	North Auckland
1196926	North Auckland
1214606	North Auckland

Annexure Schedule Contains 45 Pages

Applicant Certifications

I certify that I have the authority to act for the Applicant and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

I certify that the Mortgagee under Mortgage 12964096.2 has consented to this transaction and I hold that consent ☒

I certify that the Mortgagee under Mortgage 12964096.3 has consented to this transaction and I hold that consent ☒

Signature

Signed by Wing Man Carmen Chow as Applicant Representative on 20/12/2024 01:10 PM

***** End of Report *****

Form 1

Application to deposit unit plan

*Sections 17, 21, 24, 30 and 68, and subpart 3 of Part 4,
Unit Titles Act 2010*

Applicant(s): **Northwick Park Trustee Limited** Company number 8168669 at Unit 10, Level 1, 114 St Georges Bay Road, Parnell, Auckland

Unit plan: **607256**

Address for service: **Unit 10, Level 1, 114 St Georges Bay Road, Parnell, Auckland**

Schedule of land: **Record of Title 811227 (North Auckland Registry)**

Application

1. The applicant is the registered owner of the estate in land comprised in the record of title referred to in the schedule of land.
2. The applicant applies to deposit the attached unit plan under section 17 of the Unit Titles Act 2010.
3. The groupings of units and accessory units and titles to issue are as per the below schedule:

Principal Unit	Accessory Unit	Deposited Plan	Record of Title
Principal Unit 1	Accessory Unit 3P, 4P and 5P	607256	1196873
Principal Unit 2	Accessory Unit 6P and 7P	607256	1196874
Principal Unit 3	Accessory Unit 8P and 9P	607256	1196875
Principal Unit 4	Accessory Unit 2P and 58P	607256	1196876
Principal Unit 5	Accessory Unit 57P	607256	1196877
Principal Unit 6	Accessory Unit 18P	607256	1196878
Principal Unit 7	Accessory Unit 16P and 17P	607256	1196879
Principal Unit 8	Accessory Unit 10P and 11P	607256	1196880
Principal Unit 9	Accessory Unit 12P and 13P	607256	1196881
Principal Unit 10	Accessory Unit 14P and 15P	607256	1196882
Principal Unit 11	Accessory Unit 26P, 27P and 9S	607256	1196883
Principal Unit 12	Accessory Unit 28P and 29P	607256	1196884
Principal Unit 13	Accessory Unit 30P and 31P	607256	1196885
Principal Unit 14	Accessory Unit 32P and 33P	607256	1196886
Principal Unit 15	Accessory Unit 25P, 34P and 35P	607256	1196887

Principal Unit 16	Accessory Unit 43P and 44P	607256	1196888
Principal Unit 17	Accessory Unit 36P and 37P	607256	1196889
Principal Unit 18	Accessory Unit 38P, 39P and 40P	607256	1196890
Principal Unit 19	Accessory Unit 41P and 42P	607256	1196891
Principal Unit 20	Accessory Unit 54P and 55P	607256	1196892
Principal Unit 21	Accessory Unit 51P, 52P and 56P	607256	1196893
Principal Unit 22	Accessory Unit 59P and 60P	607256	1196894
Principal Unit 23	Accessory Unit 61P, 62P and 63P	607256	1196895
Principal Unit 24	Accessory Unit 64P and 65P	607256	1196896
Principal Unit 25	Accessory Unit 66P and 67P	607256	1196897
Principal Unit 26	Accessory Unit 68P and 69P	607256	1196898
Principal Unit 27	Accessory Unit 70P and 71P	607256	1196899
Principal Unit 28	Accessory Unit 72P and 73P	607256	1196900
Principal Unit 29	Accessory Unit 74P and 75P	607256	1196901
Principal Unit 30	Accessory Unit 76P and 77P	607256	1196902
Principal Unit 31	Accessory Unit 85P and 86P	607256	1196903
Principal Unit 32	Accessory Unit 84P and 87P	607256	1196904
Principal Unit 33	Accessory Unit 89P and 90P	607256	1196905
Principal Unit 34	Accessory Unit 91P and 92P	607256	1196906
Principal Unit 35	Accessory Unit 94P and 95P	607256	1196907
Principal Unit 36	Accessory Unit 96P and 97P	607256	1196908
Principal Unit 37	Accessory Unit 88P and 98P	607256	1196909
Principal Unit 38	Accessory Unit 93P	607256	1196910
Principal Unit 39	Accessory Unit 99P and 100P	607256	1196911
Principal Unit 40	Accessory Unit 102P and 103P	607256	1196912
Principal Unit 41	Accessory Unit 104P and 105P	607256	1196913
Principal Unit 42	Accessory Unit 106P and 107P	607256	1196914
Principal Unit 43	Accessory Unit 108P, 109P and 110P	607256	1196915
Principal Unit 44	Accessory Unit 111P, 112P and 113P	607256	1196916
Principal Unit 45	Accessory Unit 114P and 115P	607256	1196917
Principal Unit 46	Accessory Unit 116P and 117P	607256	1196918
Principal Unit 47	Accessory Unit 118P and 119P	607256	1196919
Principal Unit 48	Accessory Unit 120P and 121P	607256	1196920
Principal Unit 49	Accessory Unit 123P and 124P	607256	1196921
Principal Unit 50	Accessory Unit 125P, 126P and 127P	607256	1196922
Principal Unit 51	Accessory Unit 128P, 129P and 130P	607256	1196923

Principal Unit 52	Accessory Unit 131P and 132P	607256	1196924
Principal Unit 53	Accessory Unit 133P and 134P	607256	1196925
Principal Unit 54		607256	1196926
Supplementary Record Sheet		607256	1214606

4. The first body corporate operational rules are set out in the **attached** notice of body corporate operational rules.

Date: The 18th day of December 2024

Signature of Applicant:)
Northwick Park Trustee Limited by)
its directors in the presence of:)

Jamie Simon Hutchens, Director

Benjamin Lewin Dearlove, Director

Witness's Signature

Stephanie Rose clayden Name

Legal Executive Occupation

Auckland Address

Form 14

Notice of body corporate operational rules

Section 105, Unit Titles Act 2010

Applicant(s): **Northwick Park Trustee Limited** Company number
8168669 at Unit 10, Level 1, 114 St Georges Bay
Road, Parnell, Auckland

Unit plan: **607256**

Supplementary record sheet: **1214606**

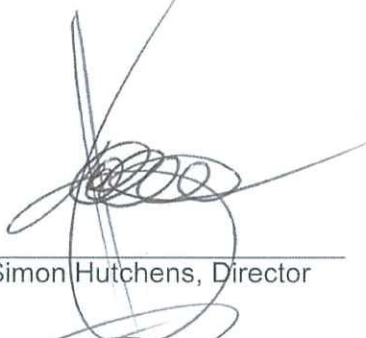
Notice

The body corporate for the unit title development created by the deposit of the above unit plan will be subject to the operational rules set out in the schedule of body corporate operational rules **attached**.

Date: The 18th day of December 2024

Signature of Applicant:
Northwick Park Trustee Limited
by its directors in the presence of:

)
)
)



Jamie Simon Hutchens, Director



Benjamin Lewin Dearlove, Director

Witness's Signature

Name

Occupation

Address



Stephanie Rose Clayden

Legal Executive

Auckland

**RULES OF BODY CORPORATE NO. 607256
(NORTH AUCKLAND REGISTRY)**

**The Workshops Matakana
64 Matakana Valley Road, Matakana**

TABLE OF CONTENTS

1.	Definitions and Interpretations	2
2.	Common Property	5
3.	Vehicle Parking and Bicycles	6
4.	Signs, Notices, Advertising and Promotion	7
5.	Contractors	9
6.	Rubbish, Pest Control and Odours	9
7.	Cleaning and Gardens	10
8.	Glass and Exterior	11
9.	Use of Water Services	11
10.	Washing Lines and Poles	12
11.	Body Corporate and Owners' Equipment	12
12.	Security	12
13.	Noise, Behaviour and Conduct	13
14.	Animals and Pets	14
15.	Moving and Installing Heavy Objects	14
16.	Shipping Containers and Loading Bay	15
17.	Hazards, Insurance and Fire Safety	16
18.	Emergency Evacuation Drills and Procedures, Fire Callouts and False Alarms	17
19.	Notice of Damage, Defects, Accidents or Injury	17
20.	Leasing or Renting a Unit	17
21.	Alterations to a Unit	18
22.	Exterior Building Alterations	19
23.	Aerials, Satellite Dishes and Antennas	19
24.	Duties of Owner and Restriction on Use of Units	20
25.	Powers and Duties of the Body Corporate	22
26.	Costs	25
27.	Matters to be Directed to the Chairperson, Committee or Service Contractor	26
28.	Estate Manager	26
29.	Contracting of Administrative Functions	26
30.	Invalidity Saving	27
31.	Allow Access	27
32.	Annexure Schedule 1 – Signage Management Plan	29
33.	Annexure Schedule 2 – Landscape Maintenance Plan	30

SCHEDULE OF BODY CORPORATE OPERATIONAL RULES

1 Definitions and Interpretations

1.1 Definitions:

1.1.1 In these Rules unless the context otherwise requires:

Act means the Unit Titles Act 2010 and includes any statutory modification or re-enactment of that Act.

Authority means any corporation, including any government, local, territorial, statutory or non-statutory authority or body having jurisdiction over the Building and the Land and the Services supplied to the Building and the Land or any part thereof.

Body Corporate means Body Corporate No. 607256 (North Auckland Registry) and/or the relevant Committee (as the case may be).

Body Corporate Manager has the meaning described in the Act.

Building means the building(s) on the Land currently known as The Workshops Matakana, 64 Matakana Valley Road, Matakana.

Building Elements has the meaning described in the Act.

Café Unit means principal unit 11 on Deposited Plan 607256.

Chairperson means the chairperson elected by the Body Corporate from time to time under the Regulations.

Committee means a Body Corporate committee to which the Body Corporate has delegated certain powers or duties pursuant to section 108(1) of the Act.

Common Property means all parts of the Land and/or the Building as shown on the Unit Plan as being the common property and not part of a principal unit, accessory unit, or privately owned carparking space, deck, garden, ground, yard, patio or paved area.

Container Set Down Area means the area(s) of the Unit Title Development designated for placing shipping container(s) by the Body Corporate.

Contractor means any contractor engaged from time to time by the Body Corporate and includes their employees, agents, invitees or licensees.

Drinking Water System means the drinking water storage / filtration and pumps on the Land and the pipes, lines, conduits, pumps, valves, tunnels, meters and other equipment or apparatus used in connection with the drinking water storage / filtration and pumps and anything in replacement, substitution or installed subsequently.

Estate Manager means any manager of the Building (whether incorporated or not) appointed by the Body Corporate from time to time.

Fire Fighting Water System means the fire fighting water storage on the Land and the pipes and other equipment or apparatus used in connection with the fire fighting water storage and anything in replacement, substitution or installed subsequently.

Grease Trap means the grease trap connecting to the Café Unit and the pipes, drains and other equipment or apparatus used in connection with the grease trap and anything in replacement, substitution or installed subsequently.

Health and Safety Act means the Health and Safety at Work Act 2015.

Infrastructure has the meaning described in the Act.

Land means the land which is the subject of the Unit Plan.

Landscape Maintenance Plan means the landscape maintenance plan attached at Annexure 2 as may be amended or varied from time to time by the Body Corporate to comply with applicable law and regulations and/or requirements of any Authority.

Loading Bay means the areas of the Unit Title Development designated as loading bay.

Long-Term Maintenance Plan has the meaning described in the Act.

Maintenance Agreements means the agreements entered into by the Body Corporate with suitably qualified contractors to upkeep, maintain and manage any of the systems and Services in or to the Unit Title Development.

Occupier includes Owner, tenant, licensee, employee, agent or invitee and persons under the control of the same.

Owner has the same meaning in these Rules as it has in the Act and where relevant also includes Occupiers and persons under the control of an Owner or Occupier.

Regulations means the Unit Titles Regulations 2011 and includes any statutory modification or re-enactment of those Regulations.

Rubbish Storage Areas means the areas of the Unit Title Development designated as storage areas for rubbish, recycling and waste for the Units by the Body Corporate time to time in accordance with the Waste Management Plan.

Rules means these Body Corporate Operational Rules including any modifications subsequently made to them and registered in accordance with the Act from time to time.

Service Contract has the meaning described in the Act.

Service Contractor has the meaning described in the Act.

Services means services to the Unit Title Development including but without limitation hot and cold water, drainage, waste water disposal, stormwater drainage, filtration and detention tanks, pre-treatment devices, telecommunications, electrical and gas reticulation, air-conditioning or ventilation equipment, water tanks, drinking water pump, wastewater pump, , Fire Fighting Water System, Drinking Water System and any security and fire prevention services.

Signage Management Plan means the signage management plan attached at Annexure Schedule 1 as may be amended or varied from time to time by the Body Corporate to comply with applicable law and regulations and/or requirements of any Authority.

Unit means a principal unit on the Unit Plan and:

- (i) Unless the context otherwise requires, includes all accessory units attached to that Unit (if any);
- (ii) In relation to any Owner means the Unit owned or occupied by that Owner; and
- (iii) Any decks, garden, grounds, yard, patio, and paved areas owned or occupied by that Owner.

Unit Plan means Unit Plan 607256 (North Auckland Land Registry) for both principal units and any accessory units (if any) as defined in the Act.

Unit Title Development has the same meaning as in the Act.

Vehicle includes, without limitation, a car, motorcycle, trailer, boat, bicycle and scooter.

Waste Management Plan means the plan submitted to Auckland Council regarding the location, regularity, and removal procedures of rubbish, recycling and waste from the Development as may be amended or varied from time to time by the Body Corporate to comply with applicable law and regulations and/or requirements of any Authority.

1.2 Interpretations

- 1.2.1 Terms defined in the Act and the Regulations have the same meaning in these Rules as they have in the Act and Regulations unless the context otherwise requires.
- 1.2.2 These Rules are binding on all Owners, Occupiers and mortgagees in possession of a Unit as well as their employees, agents, invitees, licensees and tenants.
- 1.2.3 Words importing the singular or plural include the plural and singular respectively.
- 1.2.4 Headings are inserted for the sake of convenience and ease of reference only. They do not form part of the text and shall not affect the construction or interpretation of these Rules.

- 1.2.5 A reference in these Rules to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.

2 Common Property

- 2.1 An Owner must not interfere with the reasonable use or enjoyment of the Common Property by other Owners or obstruct any lawful use of the Common Property by other Owners and in particular shall not bring onto or allow to be brought onto the Common Property any Vehicle, machinery, container or object of a weight or nature which causes or is likely to cause damage to the Common Property and any Owner breaching this Rule shall be responsible for any damage to the Common Property and shall immediately repair such damage at the Owner's cost. If such repair is not completed immediately, the Body Corporate may undertake the repair and recover the cost from that Owner.
- 2.2 An Owner must not damage, deface or cause any loss, injury or damage to any part of the Common Property.
- 2.3 An Owner must not use any facilities contained within the Common Property, or any assets and improvements that form part of the Common Property, for any use other than the use for which those facilities, assets or improvements were designed and constructed and must comply with any conditions of use for such facilities, assets or improvements as set by the Body Corporate from time to time.
- 2.4 Any part of the Common Property or any easement area that is used as an entrance or accessway to the Building or Unit Title Development shall not be used by any Owner for any purpose other than for entering or leaving the Building or Unit Title Development and must be kept clear of obstructions at all times.
- 2.5 An Owner must only use area(s) designated by the Body Corporate from time to time for receipt of delivery and movement of goods or articles of bulk or quantity and comply with the Body Corporate's requirements for such use.
- 2.6 An Owner must not do or allow to be done anything that detracts from the amenity value of the Common Property.
- 2.7 An Owner must not store, place or leave anything outside any Building or on the Common Property except in an area or areas that may from time to time be designated for that purpose by the Body Corporate. Should anything be stored, placed or left in breach of this Rule 2.7, the Body Corporate shall be entitled to remove it at the expense of the relevant Owner and the Body Corporate shall not be responsible for any resulting damage, loss or costs. All damage caused by its storage, placement and removal must be made good at the cost of that Owner. The Owner shall pay to the Body Corporate all costs and expenses (including legal costs and expenses) incurred by the Body Corporate in doing so upon demand.
- 2.8 An Owner must not obstruct, install, store or place anything on any part of the Common Property or area providing access to the Land.
- 2.9 An Owner must not drive, operate or use, or permit to be driven, operated or used any Vehicle or machinery on the Common Property of a size and weight that is likely to cause damage to the Common Property and any such damage caused or contributed to shall be paid for by the Owner responsible.

- 2.10 In a situation where a Vehicle or piece of equipment or machinery which is likely to cause surface staining or damage is brought into or onto a Unit or the Common Property (including without limitation, by the leaking of oil, hydraulic fluid and the like), the Owner shall take all practicable steps to protect the surface of the Common Property, the carpark spaces, and the floor surface of the Unit.
- 2.11 An Owner must not restrict any light or air in any part of the Common Property, or obstruct or cover any windows, sky lights, lights or other means of illumination of any part of the Common Property.
- 2.12 Owners, Occupiers, visitors and delivery drivers must obey all Common Property regulations implemented by the Body Corporate from time to time.

3 Vehicle Parking and Bicycles

- 3.1 An Owner must not park or place any Vehicle or other obstruction or permit any Vehicle or other obstruction to be parked or placed on any part of the Common Property unless the Body Corporate has either designated it for parking of the relevant Vehicle type or given its prior written consent to do so.
- 3.2 An Owner must not leave, place or store any Vehicle in any part of the Common Property other than in the designated areas.
- 3.3 The use of the visitor parking is limited to a 2-hour maximum. The Body Corporate may change the parking time limit from time to time or implement a pay and display system if it deems appropriate. An Owner must observe and comply with the parking time limits and the pay and display system (if applicable) imposed on the designated visitor carparks. They must also ensure any visitors or Occupiers to their Unit is aware of and complies with these time limits and the pay and display system (if applicable).
- 3.4 The Body Corporate may remove a Vehicle or any other item from any part of the Unit Title Development at the expense of the owner of the Vehicle or item concerned if it considers it is parked in such a manner that it is in breach of these Rules, and the Body Corporate shall not be liable for any resulting damage, loss or costs.
- 3.5 An Owner of a carpark and persons under their control shall:
 - 3.5.1 not use or allow to be used the carpark for any purpose other than the parking of Vehicles;
 - 3.5.2 not use the carpark or permit it to be used for storage of any kind including without limitation, volatile or highly flammable substances, pallets, machinery, equipment, rubbish or discarded material of any kind, goods or solids;
 - 3.5.3 ensure that any Vehicle parked in the carpark is parked within the boundaries of the carpark;
 - 3.5.4 ensure that the carpark is kept tidy and free of litter/rubbish;
 - 3.5.5 only use or permit the use of the carpark allocated to the Owner's Unit;
 - 3.5.6 not use the carpark for the purpose of storing a Vehicle, which is in turn also used to store product or equipment;

- 3.5.7 not bring or permit to be brought onto the Common Property any Vehicle or object which shall cause or be likely to cause damage to the services of the Common Property, or to any improvements on or under the Common Property;
- 3.5.8 ensure that oil or other liquids do not leak from a Vehicle parked on the carpark within the Unit Title Development. If such leakage does occur, the Owner must clean up the spillage as soon as practicable; and
- 3.5.9 not use the carpark for any retail, business, promotional or commercial purposes. Without limiting the generality of the foregoing provisions, no food, coffee or other business truck or cart shall be brought onto or placed on the carpark.
- 3.6 An Owner of a carpark may use the carpark for the temporary washing of vehicles, but not machinery or equipment.
- 3.7 The entrances, exits, accessways, pathways, drives and Common Property on the Land and any easement giving access to and from the Land shall not be obstructed or damaged by any Owner or used for any other purpose than the reasonable ingress and egress to and from the Owner's Unit and no Owner shall park or place or permit to be parked or placed on the Common Property any Vehicles, objects, rubbish or leave or permit to be left in any of those places any articles or things which may be an obstruction or may be capable of being a danger or a hazard to any person. Vehicles, objects, rubbish, articles or things so parked or placed may be removed by the Body Corporate at the relevant Owner's cost.

4 Signs, Notices, Advertising and Promotion

- 4.1 Unless otherwise permitted by the Body Corporate in writing and in compliance with Rule 4.2, an Owner and Occupier shall neither fix nor erect, place or paint any lettering, sign, advertisement, nameplate, poster, placard, banner, notice, corporate livery or other advertising to any part of the Unit Title Development or the exterior or interior of the Building or on the Common Property or onto any part of a Unit (including any internal part of a Unit so as to be visible from the outside or exterior of the Unit).
- 4.2 Notwithstanding anything else contained in this Rule 4 an Owner may affix signage of a size, position and location as shown on the Signage Management Plan to the facade of the Unit, subject to the following conditions being fulfilled:
 - 4.2.1 the signage must only display the company name and logo of the Owner or the tenant of the Owner's Unit;
 - 4.2.2 the prior written approval of the Body Corporate to the signage design must have been obtained (such consent to be given at the absolute discretion of the Body Corporate);
 - 4.2.3 the Body Corporate must be satisfied that the signage is compatible with the design and character of the Unit Title Development; and
 - 4.2.4 the signage and its installation must strictly comply with:
 - 4.2.4.1 the signage design approved by the Body Corporate;
 - 4.2.4.2 all requirements under the statutes, acts, bylaws and regulations;

- 4.2.4.3 all requirements of the relevant Authorities;
 - 4.2.4.4 all requirements of the Body Corporate adopted from time to time;
 - 4.2.4.5 the terms and conditions contained in the Signage Management Plan; and
 - 4.2.4.6 the directions of the Body Corporate as to position, size, colour, material and style of the signage.
- 4.3 Notwithstanding anything else contained in this Rule 4 all lettering, signs, advertisements, nameplates, posters, placards, banners, notices, corporate livery and other advertising must be static and not contain moving messages, emit flashing lights or resemble traffic control devices in colour, shape or appearance.
- 4.4 The lettering, signs, advertisements, nameplates, posters, placards, banners, notices, corporate livery and other advertising should be easily removable without damage to the surface.
- 4.5 Where any Owner has erected any lettering, sign, advertisement, nameplate, poster, placard, banner, notice, corporate livery or other advertising, such Owner shall repair, maintain, clean and remove the lettering, sign, advertisement, nameplate, poster, placard, banner, notice, corporate livery or other advertising to the satisfaction of the Body Corporate as and when required by the Body Corporate.
- 4.6 An Owner must not display any goods or services on any part of the Common Property or any accessory unit or use any part of the Common Property or any accessory unit for any retail, business, promotional or commercial purpose without the prior written consent of the Body Corporate. Without limiting the generality of the foregoing provisions, no food, coffee or other business truck or cart shall be brought onto or placed on any part of the Common Property or any accessory unit. This Rule 4.6 does not apply to the seating area contained within the accessory unit to the Café Unit which may be used for seating of customers and visitors of the Café Unit for as long as the Café Unit is used as a café.
- 4.7 An Owner must not display any temporary or mobile signage, including but not limited to, sandwich boards and portable banners at any time on the Common Property or on any footpath or road adjoining the Building or on any accessory unit.
- 4.8 An Owner must not display, affix or erect any signage relating to selling, leasing or renting the Unit without the prior written consent of the Body Corporate. Without limiting the generality of the foregoing, an Owner who arranges a viewing of a Unit for sale purposes must ensure that no signage advertising the viewing may be affixed to the inside or outside the Unit or any Common Property areas or any part of the Unit Title Development without the prior written consent of the Body Corporate.
- 4.9 Should any signage, lettering, sign, advertisement, nameplate, poster, placard, banner, notice, corporate livery or other advertising be erected, placed or painted in breach of this Rule 4 in the opinion of the Body Corporate, the Body Corporate shall be entitled to remove it at the expense of the Owner and the Body Corporate shall not be responsible for any resulting damage, loss or costs. All damage caused by its installation and removal must be made good at the cost of that Owner. The Owner shall pay to the Body Corporate all costs and expenses (including legal costs and expenses) incurred by them in doing so upon demand.

- 4.10 All Owners must comply with the Signage Management Plan.

5 Contractors

- 5.1 An Owner who carries out any repair, maintenance, addition, alteration or other work to their Unit must ensure that all contractors or any other persons employed or engaged by the Owner cause minimum inconvenience to all other Owners and ensure that such work is carried out in a proper workmanlike manner. All such works must be carried out in a proper and tradesman like manner and all applicable consents must be obtained from the relevant Authority and Body Corporate where necessary.
- 5.2 Where any work carried out or to be carried out by an Owner affects a Building Element or Infrastructure then the Owner must use only a contractor first approved by the Committee in writing for such purpose and if required by the Committee the work will be carried out under the supervision and to the satisfaction of the Committee which may specify reasonable conditions under which the work must be carried out.
- 5.3 Any works carried out by an Owner must not interfere or compromise the structural integrity of the Unit or any other Unit or the Building.
- 5.4 Work areas must be screened for dust and safety in accordance with all building, Authority and health and safety requirements.
- 5.5 An Owner must pay all costs, charges and expenses for which the Body Corporate becomes liable in consequence of or in connection with the processing of any proposal by that Owner to make any addition or alteration to a Unit or to alter, amend or use services or utilities supplied with the Land and Building.

6 Rubbish, Pest Control and Odours

- 6.1 An Owner:
- 6.1.1 must not leave rubbish, recycling material, refuse or waste, dirt or other material on the Common Property except in the Rubbish Storage Areas or such other areas designated for rubbish collection by the Body Corporate, and where such material is left in the Rubbish Storage Areas or a designated rubbish collection area it must not be left in such a way that interferes with the enjoyment of the Common Property by other Owners;
 - 6.1.2 must dispose of rubbish and recycling material promptly, hygienically and tidily using properly secured and sealed rubbish bags and ensure such disposal does not adversely affect the health, hygiene or comfort of other Owners;
 - 6.1.3 must not burn any rubbish or light any fire anywhere on the Common Property or in any Unit or Building;
 - 6.1.4 must ensure that their Unit is kept clean and maintained to a high standard at all times and that rubbish, recycling or waste is regularly collected from their Unit and not allowed to accumulate;
 - 6.1.5 must keep the Unit free of vermin, pests, rodents and insects and take all steps necessary to control any pest infestation. If an Owner does not strictly and

promptly comply with this Rule the Body Corporate shall be entitled to engage pest exterminators and recover all costs from that Owner;

- 6.1.6 must ensure that any rubbish and recycling is kept at all times in a clean, tidy and hygienic condition and so as not to create smells or attract pests, animals, vermin or insects and so as not to become a nuisance or unreasonable annoyance to any other Owner;
 - 6.1.7 must ensure that all rubbish is securely fastened and properly secured in rubbish bags for disposal so as to avoid any odours escaping and must ensure such rubbish bags are placed in the Rubbish Storage Areas;
 - 6.1.8 must comply at all times with the Waste Management Plan, rules, regulations and/or any other waste management strategies implemented by the Body Corporate from time to time; and
 - 6.1.9 must ensure that all waste and rubbish containers shall be kept covered and/or screened and out of sight at all times.
- 6.2 Where there is any breach by an Owner of Rule 6.1, then the Owner in breach must pay all costs incurred by the Body Corporate in removing and disposing any rubbish, recycling or trade waste, and remedying any damage caused by the breach or non-removal of the same.

7 Cleaning and Gardens

- 7.1 An Owner must ensure that the Unit and any garden, grounds, yard, patio and paved areas or decks within the Unit are kept clean, neat and tidy at all times and maintained to an appropriate standard.
- 7.2 An Owner must not deposit anything or throw dust or beat any mat or carpet on or in the Building or other Units or the Common Property or obstruct the use or enjoyment by another Owner or Occupier of the Building or other Units or the Common Property.
- 7.3 An Owner must not throw or allow to fall or permit or suffer to be thrown or fallen any paper, rubbish, refuse, cigarette butts or other substances or liquids whatsoever out of the windows or doors, or decks, or from the roof or in the Common Property. Any damage or costs for cleaning or repair caused by breach hereof shall be determined by the Body Corporate and be borne by the Owner upon demand being made by the Body Corporate.
- 7.4 An Owner must not cut, trim, prune or damage any lawn, garden, tree, shrub, grass (including artificial grass) plant or flower being part of or situated on the Common Property or use for his/her own purposes as a garden any portion of the Common Property except with the prior written consent of the Body Corporate.
- 7.5 The use of any Common Property and associated landscaping by an Owner must not interfere with the use and enjoyment of the Unit Title Development by other Owners.
- 7.6 The Body Corporate shall retain and maintain the landscaping (including without limitation, planting, pavement and street furniture) in perpetuity to the satisfaction of the Authority in accordance with the maintenance plan certified or approved by the Authority from time to time, including without limitation the Landscape Maintenance Plan.

8 Glass and Exterior

- 8.1 An Owner must keep clean all glass in windows or doors in the Unit and replace any cracked or broken glass immediately with glass of the same or better weight, quality and tint. If such replacement is not completed immediately, the Body Corporate may undertake the replacement and recover the cost from that Owner.
- 8.2 An Owner must not alter the windows of their Unit which are visible from the exterior of the Building, in any way such as applying tint, film or any other decoration to the window without prior written permission of the Body Corporate.
- 8.3 An Owner must not hang internal curtains, blinds or window coverings visible from the outside of the Building unless the backing of the curtains, blinds or window coverings is white, off white or cream and of such design and quality which complies in all respects with any design guidelines implemented by the Body Corporate from time to time.

9 Use of Water Services

- 9.1 All things required for the provision of water supply, drainage, wastewater and sewage services to Units or Common Property and all things attached to and used in relation to such services, including but not limited to pipes, drains, taps, faucets, toilets, showers, sinks, waste masters, dishwashers, washing machines, dryers and other water and wastewater related apparatus, appliances and fittings must be properly installed and maintained and must only be used for the purpose for which they were designed and constructed. An Owner shall not deposit any sweepings or rubbish or other unsuitable substances in the same. If an Owner causes or permits any damage, loss or costs to be incurred due to misuse or negligence that Owner shall pay for such damage, loss or costs.
- 9.2 An Owner shall not permit anything other than soluble or non-clogging materials to be disposed of through the plumbing, wastes, toilets, basins or drains of the Unit or used in connection with it and shall make good all damage or blockages and shall keep the other Owners and the Body Corporate indemnified against all claims, costs and expenses resulting from any misuse whether by the Owner or by the Occupier or from any failure of the Owner to carry out any repairs which the Owner is liable to carry out under these Rules.
- 9.3 An Owner shall not waste water and shall ensure that all taps in the Unit are turned off after use and all leaks are attended to quickly.
- 9.4 An Owner shall promptly pay for the cost of water and wastewater on-charged to them as calculated through the check meter connected to the water supply to their Unit.
- 9.5 The expense of repairing or cleaning any blockage to any Infrastructure or the Grease Trap where such damage has been caused by use other than use in a manner for which the particular Infrastructure or the Grease Trap has been designed, shall be borne by the Owner of that Unit where such misuse arose or occurred.
- 9.6 The Owner of the Café Unit shall keep and maintain the Grease Trap in good clean working order and free from blockage and obstruction at all times and to the Body Corporate's satisfaction. The Owner of the Café Unit shall comply with the Grease Trap Manual at all times and shall maintain, empty and clean the Grease Trap in accordance with the Grease Trap Manual, with the directions of the Body Corporate

and with applicable law and regulations and/or requirements of any Authority. Without limiting the generality of the foregoing, the Owner of the Café Unit shall arrange for the maintenance and cleaning of the Grease Trap at such regular intervals as determined by the Body Corporate. If the Grease Trap is beyond repair (whether or not due to fair wear and tear arising from reasonable use), the Owner of the Café Unit shall replace the Grease Trap at its sole expense and the replacement Grease Trap and the proposed replacement work shall be subject to the prior written consent of the Body Corporate.

10 Washing Lines and Poles

- 10.1 An Owner shall not erect or affix any washing lines, poles or other such drying apparatus for a similar purpose (either temporary or permanent) to the exterior of the Unit or attach to any fixtures of the Unit.

11 Body Corporate and Owners' Equipment

- 11.1 An Owner shall comply at all times with the operating and maintenance instructions of any security, fire alarm, air conditioning or ventilation equipment in the Unit or in the Common Property.
- 11.2 The Owner acknowledges that the Body Corporate has access to a security camera system to monitor the Common Property. Notwithstanding the installation of any such system, the Body Corporate will not be responsible for any theft or damage to any personal property or damage or loss to any Owner.

12 Security

- 12.1 An Owner of a Unit must:
- 12.1.1 keep their Unit locked and all doors and windows closed and securely fastened at all times when the Unit is not occupied, and do all things reasonably necessary to protect the Unit from fire, theft, unlawful occupation or damage;
 - 12.1.2 keep all doors and windows of any Vehicle parked or placed in their carpark closed, locked and securely fastened at all times and do all things reasonably necessary to protect such Vehicle from theft or damage;
 - 12.1.3 not duplicate or permit to be duplicated any security keys or security codes to a Unit or the Common Property;
 - 12.1.4 take all reasonable steps to ensure that security keys or security codes to a Unit or Common Property are not lost or stolen or given to anyone other than an Owner, occupier or tenant of the Unit to which the security keys or security code relates; and
 - 12.1.5 notify the Body Corporate as soon as reasonably practicable if Rules 12.1.1, 12.1.2, 12.1.3 and/or 12.1.4 is breached or they become aware of any issue relating to security or the safe operation of any equipment.
- 12.2 An Owner shall not erect or affix to the Building any security cameras, warning lights or such other appendage without the prior written consent of the Body Corporate. If the Body Corporate considers that the rights or interests of an Owner are being

adversely affected by any such appendage, any consent previously given may be modified or withdrawn on written notice.

- 12.3 An Owner shall be responsible for the care and retention of all security keys or security code, failure to do so constituting a breach of security for the Building enabling unlawful access thereto, the consequences of which shall be the sole responsibility of the Owner.

13 Noise, Behaviour and Conduct

- 13.1 An Owner or persons under their control shall not make or permit any objectionable noises or activities in the Unit or the Building or on the Common Property nor disturb or interfere in any way with the use and peaceful enjoyment of other Owners or those having business with them or any person lawfully using the Common Property at any time of day or night.
- 13.2 An Owner shall not use audio visual equipment, amplifiers or loudhailers on the Common Property.
- 13.3 An Owner must ensure that in the event unavoidable noise is generated in the Unit at any time, the Owner shall take all practical means to minimise annoyance to other Owners or Occupiers of the Building. Without limiting the generality of the foregoing, the Owner must take reasonable precautions to ensure that any security alarm is not activated unnecessarily or so as to cause disturbance or inconvenience to other Owner or Occupier of the Building.
- 13.4 An Owner shall not make any complaint to any Authority in respect of any activity that is a permitted activity in the district/regional plan, provided such activities are operating in accordance with Authority requirements and in accordance with any restrictions imposed as part of a resource consent.
- 13.5 All Owners, Occupiers and visitors must observe the noise limits prescribed by the Authority in relation to the Unit Title Development.
- 13.6 Without limiting the generality of provisions in Rule 13.5, all Owners, Occupiers and visitors must ensure that noise arising from all activities on the Land (including Vehicle movements) must not exceed the limits imposed by the Authority from time to time, including the limits (as may be amended or varied from time to time) as follows:

13.6.1 land zoned business measured at the boundary of the Land:

Zone	Time	Noise Limit
Light Industry	At all times	65 dB L_{Aeq}

13.6.2 land zoned residential measured at the boundary of the Land:

Time	Noise Limit
Monday to Saturday 7:00am – 10:00pm	55 dB L_{Aeq}
Sunday 9:00am – 6:00pm	55 dB L_{Aeq}
All other times	45 dB L_{Aeq} 60 dB L_{eq} at 63 Hz 55 dB L_{eq} at 125 Hz 75 dB L_{AFmax}

Noise levels shall be measured in accordance with the provisions of NZS 6801:2008 Acoustics – Measurement of environmental sound and assessed in accordance with NZS 6802:2008 Acoustics – Environmental noise.

14 Animals and Pets

14.1 An Owner or Occupier may keep animals or pets on, in or around that Unit subject to the following conditions being fulfilled:

14.1.1 such animal or pet does not cause any noise or disturbance to other Owners or Occupiers or in any way interfere with the quiet and reasonable enjoyment of the other Owners or Occupiers;

14.1.2 such animal or pet is not left in the Unit unattended; and

14.1.3 the prior written consent of the Body Corporate (such consent not to be unreasonably withheld) has been obtained.

14.2 Any Owner who relies on a guide, hearing or assistance dog may bring or keep such a dog in the Unit and may bring such a dog onto the Common Property.

14.3 The Body Corporate may consider that the rights or interests of any Owner or Occupier are adversely affected by any animal or pet or that the keeping of any animal or pet by an Owner is undesirable or becomes a nuisance or annoyance to another Owner or Occupier and may give written notice to the Owner that the animal or pet not be permitted in the Unit or Common Property, whereupon the animal or pet must be forthwith removed.

14.4 An Owner being granted consent to have any animal or pet must ensure that the animal or pet is kept within the Owner's Unit at all times, except for ingress or egress on Common Property and the animal or pet must be under the controlled supervision of the Owner or a person authorised by the Owner and without limiting the provisions of this Rule, all dogs must at all times while outside of the Unit be kept on a leash and, if required from time to time by the Body Corporate, be muzzled.

14.5 The owner of any animal or pet permitted under Rule 14.1 or Rule 14.2 must ensure that any part of a Unit or the Common Property that is soiled or damaged by the animal or pet must promptly be cleaned or repaired (by the Estate Manager if the damage is to Common Property) at the cost of the relevant Owner and that animal waste matter must not cause any breach of rubbish or pest control rules.

15 Moving and Installing Heavy Objects

15.1 An Owner shall not, without the prior written consent of the Body Corporate, bring onto or through any Unit or Building or the Common Property or erect, affix, place or install in any Unit or the Common Property any goods, merchandise, machinery, plant or any other object of such weight, size, nature or description that could impose upon any Unit or the Common Property any stress, strain or weight likely to cause any damage, weakness, movement or structural defect to any Unit, Building or the Common Property or any part of it. All damage done to any Unit or the Common Property by installing, moving or removing heavy objects shall be made good and paid for by the Owner who or whose agent caused or contributed towards the damage.

- 15.2 Before any heavy article is moved into or out of the Building, Common Property or Unit Title Development at least twenty-four hours' written notice of the intention to move that article shall be given to the Body Corporate and the moving of the article into or out of the Building, Common Property or Unit Title Development shall only be done under the supervision of a responsible person approved by the Body Corporate.

16 Shipping Containers and Loading Bay

- 16.1 No Owner is permitted to place any shipping container on any part of the Unit Title Development or the Common Property other than the Container Set Down Area.
- 16.2 Shipping containers delivering stock or other items for an Owner or taking stock or other items away for an Owner shall be arranged with the Body Corporate and shall only be placed in the Container Set Down Area. The Container Set Down Area shall only be used by an Owner after arrangement for the use of this area has been made with the Body Corporate.
- 16.3 The maximum size of a shipping container for the Container Set Down Area is determined by the Body Corporate from time to time but shall not exceed 20 foot (6.096m) in length.
- 16.4 The maximum time for placing a shipping container in the Container Set Down Area shall be determined by the Body Corporate from time to time but shall not exceed 24 hours.
- 16.5 Any damage to the Unit Title Development or the Common Property by the placing, moving or removal of the shipping container shall be made good and paid for by the Owner who organises the shipping container.
- 16.6 The Loading Bay must remain clear at all times and must not be used for container storage.
- 16.7 Owners, Occupiers, visitors and delivery drivers must obey all Loading Bay and Container Set Down Area regulations implemented by the Body Corporate from time to time.
- 16.8 Goods deliveries are restricted to hours between 7am and 10pm Monday to Saturday and between 9am and 6pm on Sunday.

17 Hazards, Insurance and Fire Safety

- 17.1 An Owner must not bring onto, use, store or do anything in a Unit or any part of the Common Property that:
- 17.1.1 increases the premium on the Unit, the Building or any property on the Land;
 - 17.1.2 may render any insurance void or voidable;
 - 17.1.3 is in breach of or may conflict with any Body Corporate insurance policy;
 - 17.1.4 is in breach of or may conflict with any laws, regulations and/or enactment or rule of law relating to fire, insurance, hazardous substances or dangerous goods, or any requirements of any Authority;

- 17.1.5 creates a hazard of any kind; and/or
- 17.1.6 affects the operation of any fire safety devices and equipment or reduces the level of fire safety in the Building and/or Unit Title Development.
- 17.2 An Owner must not bring onto, use, store or do anything in a Unit or any part of the Common Property anything that causes dust, sprays, fumes or chemicals, which may be dangerous and affect any Owner's use or enjoyment of the Common Property or their Units.
- 17.3 Where there is any breach by an Owner of Rules 17.1 and/or 17.2, then the Owner in breach must pay all costs incurred by the Body Corporate in rectifying any damage or uncleanliness. In the event that any Owner has rendered any insurance less effective or void, such Owner shall compensate the Body Corporate in full for such damage or loss.
- 17.4 The Owner of the Café Unit must ensure that the requirements of the Body Corporate's insurer are complied with and in particular any policy endorsement regarding the Grease Trap as may be issued by the Body Corporate's insurer from time to time.
- 17.5 An Owner shall respond to and comply with any request made by the Body Corporate with respect to compliance with any insurance requirements or conditions required to be met in order for insurance to be placed and that if compliance is not met within a timeframe prescribed by the Body Corporate, the Body Corporate shall take all reasonable steps to ensure compliance and recover all reasonable costs incurred in doing so from the Owner of the Unit.
- 17.6 An Owner must not do anything which shall make void or voidable any policy of insurance effected by the Body Corporate nor do anything which shall make any additional premium payable for any policy of insurance effected by the Body Corporate without first obtaining the prior written consent of the Body Corporate and paying to the Body Corporate the amount of any such additional premium.
- 17.7 An Owner shall not do or permit anything to be done in or bring or keep anything in their Unit, the Common Property, the Unit Title Development or on the Building which is of an offensive, obnoxious, objectionable, noxious, illegal or dangerous nature including without limitation consuming alcohol on the Common Property or bringing or consuming illegal drugs of any nature on the Common Property or in a Unit. Any Owner or Occupier found by the Body Corporate's representative to be in breach of this Rule must immediately arrange for all necessary cleaning, failing which the Body Corporate may arrange the cleaning and on charge the cost to the Owner together with all administrative costs incurred.
- 17.8 The Body Corporate may engage a suitable professional to conduct an inspection of the Common Property for the presence of illegal drugs, drug use or drug manufacturing, which may include (but is not limited to) the use of drug detector dogs. Where such an inspection indicates that the presence, use or manufacture of illegal drugs may be occurring, or has occurred, in a Unit, the Body Corporate may engage a suitable professional to conduct an inspection of that Unit (with reasonable notice) for the presence, use or manufacture of illegal drugs, or direct the Owner of the Unit to conduct such an inspection of their Unit to a standard that is satisfactory to the Body Corporate and at that Owner's cost.
- 17.9 Any costs incurred by the Body Corporate in testing the Unit, remediating any damage caused to the Common Property, the Unit, any other Unit or other property, or any other costs relating to the presence, use or manufacture of illegal drugs in a Unit or the

Common Property, are recoverable from the Owner of the Unit at fault as a debt to the Body Corporate.

18 Emergency Evacuation Drills and Procedures, Fire Callouts and False Alarms

- 18.1 An Owner must cooperate with the Body Corporate during any emergency evacuation drill and in the co-ordination of any fire protection and security system for the improvements on the Land and must observe and comply with all emergency evacuation procedures.
- 18.2 An Owner must not interfere with any fire alarms or emergency equipment in the Building and must ensure that the fire alarms in the Building are not improperly activated and that no false alarms are activated or caused by the actions or omissions of an Owner. The Owner responsible for the improperly activated or false alarm must pay all costs, charges and expenses for which the Body Corporate shall become liable for in connection with the improperly activated or false alarm. In the event there is a dispute as to the cause of the improperly activated or false alarm or who is responsible for the same then the Body Corporate shall be entitled to rely on the advice of a representative of the New Zealand Fire Service, or any consultant or company engaged by the Body Corporate which monitors, tests and maintains the fire protection system.
- 18.3 The Body Corporate may require Owners to perform fire drills and observe all necessary and proper emergency evacuation procedures as the Body Corporate may adopt from time to time and Owners shall cooperate with the Body Corporate in observing and performing such fire drills and procedures.

19 Notice of Damage, Defects, Accidents or Injury

- 19.1 Upon becoming aware of any damage or defect in any part of the Unit, Building, Common Property or Unit Title Development, including its amenities, Services, Infrastructure, Common Property, or any accident or injury to any person in the Unit Title Development, an Owner must immediately notify the Estate Manager and Body Corporate, and follow any requirements of the Health and Safety Act. Any cost to repair any such damage or defect shall be paid by the Owner that caused or permitted the damage or defect.
- 19.2 The Body Corporate shall have authority to make any repairs or renovations as the Body Corporate considers necessary for the safety and preservation of the Building, Common Property or Unit Title Development (or in an emergency, any repairs or renovations as the Body Corporate considers necessary). The Body Corporate shall be entitled to recover the costs of the repairs or renovations from an Owner if the act or neglect of the Owner necessitated the repairs or renovations.

20 Leasing or Renting a Unit

- 20.1 An Owner must ensure that having regard to the proposed tenant's or occupant's reputation and past conduct, the proposed tenant or occupant is a suitable tenant or occupant for the Unit.
- 20.2 An Owner must provide a full copy of these Rules and a full copy of all future amendments to these Rules to any Occupier of the Unit and ensure that any lease agreement requires compliance by any Occupier with these Rules.

- 20.3 An Owner must provide the Body Corporate with written notice of the full name, landline telephone number, mobile telephone number, email address and address for service for the purposes of the Act for the Owner and for all Occupiers or their agent of the Unit.
- 20.4 An Owner must promptly notify the Body Corporate in writing of any changes to the details in Rule 20.3.
- 20.5 Before any Owner or Occupier of a Unit lets or licenses the Unit out to another person, by way of lease, sub-lease, licence or otherwise, that Owner or Occupier must first introduce the tenant or licensee to the Estate Manager for the time being, for the purpose of ensuring direct communication with the tenant or licensee of any rules, safety procedures or other matters of importance to the wellbeing of the Building or the Unit Title Development.
- 20.6 Parting with possession of the Unit or any part thereof shall not release any Owner from the obligation to ensure that Occupiers comply with these Rules nor shall it release any Owner from liability incurred under the same.

21 Alterations to a Unit

- 21.1 An Owner of a Unit must;
 - 21.1.1 not erect, fix or place any radio or television mast, aerial, satellite dish, antenna, fan, mechanical unit or similar device onto the exterior of a Unit or Common Property without the prior written consent of the Body Corporate. The consent of the Body Corporate may be withheld, varied or revoked if the rights of another Owner are adversely affected by such radio or television mast, aerial, satellite dish, antenna, fan, mechanical unit or device;
 - 21.1.2 not install a heat pump or other heating or cooling apparatus to the Unit which has an external component without the prior written consent of the Body Corporate and if the Body Corporate grants such consent, the Body Corporate may require that Owner to install a cover in such material, style and colour as stipulated by the Body Corporate to keep the external component covered at all times as a condition of granting consent and that Owner shall at its own cost install and maintain to the Body Corporate's satisfaction a cover with such material, style and colour as stipulated by the Body Corporate;
 - 21.1.3 pay all costs, charges and expenses for which the Body Corporate shall become liable in consequence of or in connection with the processing of any proposal by that Owner to make any addition or alteration to their Unit or to alter, amend or use Services or utilities supplied with the Unit Title Development;
 - 21.1.4 only make additions or alterations to their Unit in accordance with the Act and meeting all requirements of any Authority;
 - 21.1.5 not make addition or alteration to any Building or other improvement on the Land or the Common Property (including any alteration to installations to Services or to Building Elements or Infrastructure);

- 21.1.6 not make alterations to the surface, colour scheme, decoration, design or appearance of the exterior of their Unit or to any grassed, paved, tiled or sealed areas or erect any fences;
 - 21.1.7 not fix permanent heavy objects or make additions to the internal wall faces of their unit without prior written consent of the Body Corporate. An Owner may only make penetrations, holes or alterations to the fire rated and acoustic rated intertenancy walls in their Unit with the prior written consent of the Body Corporate and having first obtained confirmation from a suitably qualified person that the fire and acoustic integrity of the intertenancy wall shall be maintained; and
 - 21.1.8 not erect, install or affix any shutters, blinds or awnings to the exterior of their Unit without the prior consent of the Body Corporate. If the prior consent of the Body Corporate is granted, the Owner shall ensure that any such shutters, blinds, awnings or any other items are securely fastened in place at all times so as to minimise noise and to avoid such shutters, blinds, awnings or items becoming a nuisance or annoyance to another Owner or Occupier of the Building or a danger to members of the public on the footpath and/or road outside the Building.
- 22 Exterior Building Alterations**
- 22.1 No alteration, or installation of any item, awning, structure, roof, duct, system, equipment (including without limitation, heat pump, heating, air-conditioning, electrical, solar energy collector, and other equipment), vent or such type, which may be installed or is visible on the exterior of a Unit or Building (including without limitation, roofs, exterior walls, windows, and glass thereof), is to be made without prior written permission of the Body Corporate (which may be withheld or granted in the Body Corporate's sole discretion).
 - 22.2 No alteration to the elevation or exterior colour scheme or external appearance or decoration of the Unit or the Building or other improvement on the Land is to be made by an Owner.
 - 22.3 In the event of any alteration or installation made in breach of this Rule 22, the Body Corporate may reinstate the Unit or the Building and recover the cost from the relevant Owner and the Body Corporate shall not be responsible for any resulting damage, loss or costs. All damage caused by the alteration, installation and removal must be made good at the cost of that Owner. The Owner shall pay to the Body Corporate all costs and expenses (including legal costs and expenses) incurred by them in doing so upon demand.
- 23 Aerials, Satellite Dishes and Antennas**
- 23.1 An Owner must not erect, fix or place any radio or television mast, aerial, satellite dish, antenna or similar device onto any part of a Unit or Common Property without the prior written consent of the Body Corporate. The consent of the Body Corporate may be withheld, varied or revoked if the rights of another Owner are adversely affected by such radio or television mast, aerial, satellite dish, antenna or device or the size may not be in keeping with the Unit Title Development, or there may be doubt regarding structural, wind and interference matters.

24 Duties of Owner and Restriction on Use of Units

- 24.1 Each Owner must indemnify and hold harmless the Body Corporate from and against all actions, claims, demands, losses, damages, costs and expenses (including all legal fees and disbursements on a solicitor-client basis) for which the Body Corporate shall or may be or become liable in respect of or arising from:
- 24.1.1 negligent use, waste or abuse by that Owner or any person claiming under them of any water, electricity, oil, lighting or other Services, systems, facilities or utilities in the Building or Unit Title Development;
 - 24.1.2 overflow or leakage of water in or upon the Building or Unit Title Development and caused or contributed to by any act or omission on the part of that Owner or any person claiming under them;
 - 24.1.3 loss or damage to any persons or property from any cause contributed to or caused by the use of their Unit by the Owner or by any person claiming under them or by the condition of their Unit or any part thereof to the fullest extent permitted by law and from all liability which may arise in respect of any accident, damage or injury so occurring;
 - 24.1.4 loss or damage to persons or property from any cause whatsoever occasioned or contributed to by any act, omission, neglect, breach or default on the part of that Owner or a person claiming under them;
 - 24.1.5 a failure to comply with the requirements of the Act, the Resource Management Act 1991, the Building Act 2004, the Health and Safety Act and with the lawful requirements of any Authority (including compliance with notices issued and with enforcement orders made) or with the provisions of any district plan or district rules relating to their Unit or the use of it;
 - 24.1.6 loss or damage caused by a breach of the Health and Safety Act, the Act, the Regulations or these Rules; and
 - 24.1.7 any breach by the Owner of any of these Rules.
- 24.2 An Owner of a Unit must:
- 24.2.1 keep and maintain the interior and exterior of their Unit and all fixtures and fittings therein in good substantial tenable repair and condition to ensure no damage or harm, whether physical, economic or otherwise is, or could be caused to any Building Element, Infrastructure, Services, the Common Property or any other Unit in the Unit Title Development;
 - 24.2.2 ensure their decks, gardens, grounds, yard, patio and paved areas are kept open at all times and not enclose any part of it;
 - 24.2.3 not hang any blinds, sheeting, curtains, awnings, screens, glazing or shields to the exterior area of any outdoor area;
 - 24.2.4 ensure any drains can function as it was designed and ensure it drains correctly and does not become obstructed or blocked;
 - 24.2.5 not access or permit anybody to have access onto the roof of the Building for any reason whatsoever without first obtaining the prior written consent of the Body Corporate;

- 24.2.6 only connect to wastewater, drainage and utilities (including without limitation, gas, water, telecommunications, electricity) in such places and in such manner as the Body Corporate may direct;
- 24.2.7 comply in all respects with all statutes, acts, bylaws, regulations and all legal requirements for the time being in force in the area in which the Land is situated insofar as they relate to the use, occupation or enjoyment of their Unit;
- 24.2.8 observe and perform and ensure observance and performance with all covenants and conditions contained in any resource consent, encumbrance, easement, consent notice, covenant, land covenant and/or interests affecting the Unit, the Common Property, the Building or the Unit Title Development or registered against the title to the Land, the Unit and/or the supplementary record sheet;
- 24.2.9 comply with all applicable Authority consents, permits and approvals;
- 24.2.10 forthwith and at all times carry out all work that may be ordered by any Authority in respect of their Unit to the satisfaction of such Authority and immediately supply to the Body Corporate a copy of any order or requisition received from such Authority;
- 24.2.11 duly and punctually pay all rates, taxes, charges and other outgoings from time to time payable in respect of their Unit to any Authority and all sums levied in respect of their Unit by the Body Corporate and the Estate Manager;
- 24.2.12 not solicit or permit its employees, agents or any person under its control to solicit business in the Common Property;
- 24.2.13 not distribute or permit to be distributed handbills, pamphlets or other advertising material in the Building or within the Unit Title Development;
- 24.2.14 not allow any charitable or other organisation to hold functions or solicit donations in the Common Property without first obtaining the written consent of the Body Corporate, such consent to be given at the absolute discretion of the Body Corporate;
- 24.2.15 not to bring to the Common Property or the carpark any pipe, ducting, wiring, cable or other conducting media which is connected to a power outlet or generator in the Unit or Building;
- 24.2.16 not use the Unit for any purpose which is likely to compromise the overall quality and mix of owners, or affect the value, or tidiness, or air quality, or smell, or cleanliness of the Unit, Common Property or Unit Title Development, or present any hazard or risk;
- 24.2.17 not use or permit the Unit to be used as a brothel, massage parlour, sex parlour, gang headquarters, or for any other use which may affect the reputation of the Unit Title Development;
- 24.2.18 observe and comply with the rules of the Body Corporate or such rules from time to time established by the Body Corporate and/or the Estate Manager relating to the control, management, security, safety, care, operation, cleanliness and use of the Building and the Common Property, and the

preservation of good order, safety, comfort and enjoyment for the Building's occupiers and visitors;

- 24.2.19 where the name of the Building is to be used on stationery, advertising or other publication or communication the Owner must ensure that the full and proper name of the Building as advised by the Body Corporate is used;
- 24.2.20 not put or allow to be put a "key safe or lock box" on any part of their Unit, the Common Property or Building or on the Unit Title Development for the purpose of selling or letting a Unit;
- 24.2.21 if the Owner is deemed to be a duty holder under the Health and Safety Act, comply with all applicable duties and obligations it has under that Act with reasonable care, due diligence and skill including but not limited to ensuring as far as is reasonably practicable the health and safety of everybody who works or anybody who could be or is affected by work in the Owner's Unit and for implementing safe systems of work and providing adequate facilities for the welfare of any contractors including monitoring the health of contractors and condition of the Unit so as to prevent injury or illness and ensuring the health and safety of contractors;
- 24.2.22 comply with all reasonable directions of the Body Corporate or its representatives to assist the Body Corporate to comply with statutory or regulatory requirements; and
- 24.2.23 procure compliance with these Rules by the Occupier and the Occupier's visitors, invitees, agents, servants or tenants.
- 24.3 An Owner of a Unit shall only use the Unit and the Building for the purpose they were designed and in accordance with the current resource consent or any variation of the resource consent and all requirements of the relevant Authorities.
- 24.4 An Owner shall not use or permit the use of a Unit which is likely to interfere with the use or enjoyment of other Owners or permit any illegal activity.
- 24.5 An Owner shall not permit a use that is illegal, noisome, hazardous, noxious, non-compliant with any Authority's requirements or may be injurious to the Owners or Occupiers of Units or to the reputation of the Unit Title Development, or which may interfere with the general management of the Building or the Unit Title Development.
- 24.6 Each Owner acknowledges that any costs incurred by the Body Corporate in meeting its obligations under any interests registered against the Land, the Unit and/or the supplementary record sheet shall, except to the extent caused by a default of an Owner, be levied to Owners in accordance with their utility interest or ownership interest as applicable.

25 Powers and Duties of the Body Corporate

- 25.1 The Body Corporate may settle and approve schemes for the exterior colour of the Building and for signs to be erected or painted on the Units or on the Common Property or visible from the exterior of any Unit.
- 25.2 The Body Corporate may remove any signage, lettering, sign, advertisement, nameplate, poster, placard, banner, notice, corporate livery or other advertising

erected or painted in breach of these Rules and dispose of the same without being liable for any compensation or damages.

- 25.3 The Body Corporate may grant or withhold its consent in connection with any Owner's installation of a heat pump or other heating or cooling apparatus to the Unit which has an external component. If the Body Corporate grants such consent, it shall be entitled to require that Owner to install a cover in such material, style and colour as stipulated by the Body Corporate to keep the external component covered at all times as a condition of granting consent. The Body Corporate may from time to time settle and determine the material, style and colour of the cover to be installed by that Owner.
- 25.4 The Body Corporate may appoint an Estate Manager and delegate such of its powers as it is entitled to delegate under the Act to the Estate Manager so appointed upon and subject to such terms and conditions as the Body Corporate considers appropriate.
- 25.5 The Body Corporate is authorised to do all things and sign all documents necessary or required in order to ensure observance and performance by an Owner and the Body Corporate with all covenants and conditions contained in any resource consent, encumbrance, easement, covenant, consent notice or land covenant affecting the Unit, the Common Property, the Building or Unit Title Development.
- 25.6 The Body Corporate is authorised to exclude or evict from the Building or the Unit Title Development any person who in the opinion of the Body Corporate or the Committee is under the influence of intoxicating liquor or drugs or other substances or who in any manner wilfully does any act in violation of these Rules or who is in the opinion of the Body Corporate a nuisance to other Owners or people within the Building or who commits or is suspected of committing an offence whether charged or convicted or otherwise. This authorisation may be delegated to the Body Corporate Manager.
- 25.7 The Body Corporate may close all or some areas within the Common Property as the Body Corporate or the Committee considers necessary for security or maintenance and repair purposes.
- 25.8 The Body Corporate may establish and implement rules from time to time relating to the control, management, security, safety, care, operation, cleanliness and use of the Building and the Common Property, and the preservation of good order, safety, comfort and enjoyment for the Building's occupiers and visitors, including without limitation rubbish, recycling, waste management, Common Property, Loading Bay and Container Set Down Area rules, regulations and strategies.
- 25.9 The Body Corporate shall register as a drinking water supplier under section 55 of the Water Services Act 2021 and to comply with the duties of a drinking water supplier under the Water Services Act 2021.
- 25.10 The Body Corporate shall ensure that water supplied from the Drinking Water System that is designated for drinking water on the Land is safe to drink and complies with the drinking water standards under section 47 of the Water Services Act 2021 at all times.
- 25.11 The Body Corporate shall keep, maintain and clean the roofs of the Building and in completing such works must comply with the drinking water safety plan. No chemicals to be used on roof or gutter washes.
- 25.12 The Body Corporate shall take all steps necessary to control any pest infestation of the Buildings and other improvements on the Land.

- 25.13 The Body Corporate must arrange for the administration and maintenance of the common private wastewater drainage systems, stormwater drainage and filtration detention tanks, water supply, pre-treatment devices and any other Services that require regular maintenance and servicing and common access at such regular intervals as determined by the Body Corporate.
- 25.14 The Body Corporate shall arrange for all water "check meters" to be read not less than at quarterly intervals per annum.
- 25.15 The Body Corporate shall enter into Maintenance Agreements for the on-going maintenance of the stormwater management system and device(s) (including detention tanks, filtration systems, common private drainage, and pre-treatment devices) and any other Services with appropriate management system operators for the relevant system or Services. The Body Corporate shall ensure that Maintenance Agreements are in place and maintained at all times.
- 25.16 The Body Corporate shall operate, monitor and maintain the on-site stormwater management system (including detention tanks, filtration, common private drainage, and pre-treatment devices) on the Unit Title Development in accordance with the requirements of the Authority. The Authority may enter the Unit Title Development to inspect or test the on-site stormwater management system, undertake works and/or review the owners maintenance records and may instruct the Body Corporate to carry out any actions or works in relation to the operation, monitoring and maintenance of the onsite stormwater management system. The Body Corporate shall carry out the said actions or works and comply with the requirements of the Authority. If the Authority enters the Unit Title Development to carry out the said actions or works, all costs of carrying out the said actions or works will be levied on all Owners by the Body Corporate.
- 25.17 The Body Corporate must establish and maintain a Long-Term Maintenance Plan for the Building in accordance with the plan prepared by WTP New Zealand Limited until such time as the Body Corporate resolves to adopt an alternative Long-Term Maintenance Plan to replace the plan prepared by WTP New Zealand Limited. The Body Corporate must establish and maintain a long-term maintenance fund in order to maintain the Building and the Common Property pursuant to the Long-Term Maintenance Plan prepared by WTP New Zealand Limited or such alternative replacement Long-Term Maintenance Plan.
- 25.18 The Body Corporate shall comply with all applicable duties and obligations it has under the Health and Safety Act with reasonable care, due diligence and skill including but not limited to:
- 25.18.1 ensuring as far as is reasonably practicable the health and safety of everybody who works or anybody who could be or is affected by work properly authorised by the Body Corporate in the Unit Title Development and for implementing safe systems of work authorised by the Body Corporate and providing adequate facilities for the welfare of any Contractors including monitoring the health of Contractors engaged by the Body Corporate and conditions of the Unit Title Development so as to prevent injury or illness and ensuring the health and safety of Contractors engaged by the Body Corporate; and
 - 25.18.2 ensuring the Common Property, and the means of entering and exiting the Common Property are without risks to the health and safety of any person; and

- 25.18.3 ensuring that any plant, fixtures, fittings and structures which are used in the Common Property (and are under the control or management of the Body Corporate) are without risks to the health and safety of any person including provision, maintenance, safe use and handling of plant, substances and structures and providing Contractors with any necessary information, training, instruction or supervision to protect their health and safety.
- 25.19 The Body Corporate must establish and maintain a health and safety compliance manual and hazard register in accordance with the Health and Safety Act for the Unit Title Development.
- 25.20 The Body Corporate must notify a Notifiable Event (as defined in the Health and Safety Act) to WorkSafe New Zealand as soon as possible after becoming aware that a Notifiable Event has occurred.
- 25.21 Any expenditure over \$25,000.00 plus GST (if any) not being expenditure which the Body Corporate is legally obliged or previously authorised to incur, must be referred to a general meeting.
- 25.22 Where the Owner of a Unit is required to obtain a building or other consent from the Authority relating to the fit-out or use of the Unit, and where that use does not contravene any Rule and/or any requirements of any Authority, the Body Corporate shall promptly respond to and support any reasonable requests for information, consent, or approval necessary for the application for a building or other consent to be processed by the Authority on the proviso that all reasonable costs incurred by the Body Corporate in doing so are recoverable from the Owner of the Unit applying for the consent. Any change to the fit-out, works, signage or chattels will be subject to the prior written consent of the Body Corporate.
- 25.23 The following is the Body Corporate's enforcement process in the event of any Rule being breached by an Owner, Occupier or any visitor to a Unit:
- (1) The Owner of a Unit is responsible to the Body Corporate for the behaviour of all the Occupiers of, and visitors to, their Unit.
 - (2) The Estate Manager oversees onsite compliance with these Rules. If the Estate Manager observes an Owner or Occupier of a Unit breaching any of these Rules they may issue the Owner or Occupier with a warning and accompanying cost recovery invoice for time and attendance in dealing with the matter.
 - (3) If a breach of these Rules continues, the Estate Manager may obtain approval of the Committee to have the Body Corporate Manager issue the Owner and/or Occupier of the Unit with a formal written warning along with an accompanying cost recovery invoice for time and attendance in dealing with the matter.
 - (4) If a breach of these Rules continues the Committee may instruct that solicitors be engaged to enforce these Rules against the Owner and/or Occupier of that Unit with that Owner and/or Occupier being liable for all associated costs, including legal fees.

26 Costs

- 26.1 Where any Owner is in breach of any of these Rules or any obligations arising out of the Act, the Regulations, the Health and Safety Act, or defaults on payment of any levy

struck by the Body Corporate or on any other payment due to the Body Corporate then that Owner shall be liable to the Body Corporate for all costs, penalties, charges, interest, secretarial, administrative or other charges including solicitor-client costs which the Body Corporate incurs either as a direct or incidental consequence of the Owner's default, described in these Rules (**Costs**) and for the purposes of this Rule, the registered Owner of the Unit shall be liable for any breach of the type contemplated by this Rule 26.1 by any guest, invitee, licensee, tenant, or Occupier of or to the Unit. For the purposes of this Rule 26.1, reference to "Owners" includes all categories of persons.

- 26.2 Where the Body Corporate has incurred Costs and an Owner or agent of an Owner makes any payment whatsoever to the Body Corporate, then notwithstanding any purported direction by that person for the application of such payment, the Body Corporate may in its sole discretion apply that payment towards any outstanding levy or Costs.

27 Matters to be Directed to the Chairperson, Committee or Service Contractor

- 27.1 All notifications and requests for consideration of any particular matter is to be referred to the Chairperson, relevant Committee or relevant Service Contractor (as the case may be) as may be notified from time to time by the Body Corporate. An Owner shall not directly instruct any Service Contractor unless so authorised.

28 Estate Manager

- 28.1 An Owner shall not interfere with, hinder or obstruct the Estate Manager from performing the Estate Manager's duties or interfere with or obstruct the Estate Manager from using any Unit, part of the Building including any part of the Common Property designated by the Body Corporate for use by the Estate Manager.
- 28.2 An Owner shall comply with any reasonable request made by the Estate Manager with respect to the use of the Common Property or the use of a Unit where it adversely affects other Occupier's use of the Common Property.
- 28.3 The Estate Manager or designated person must oversee work being carried out for or on behalf of the Body Corporate.
- 28.4 Only tradesmen and respective companies approved by the Body Corporate and/or Estate Manager are to be granted access to the Building to carryout repairs to the Building including the Common Property.
- 28.5 Notwithstanding any other rule contained in these Rules, the Body Corporate may (at its option) lease a Unit or procure the use of a Unit from an Owner for use by the Estate Manager to oversee and manage the overall management and running of the Building and observance of the Rules.
- 28.6 The Estate Manager may control a directory listing in respect of the Unit Title Development on any web-page.

29 Contracting of Administrative Functions

- 29.1 Without limiting its powers or duties under the Act or the Regulations the Body Corporate may by ordinary resolution of the Body Corporate appoint a Service

Contractor under a Service Contract for the purposes of providing administrative assistance to the Body Corporate, Chairperson and/or relevant Committee to carry out the functions of the Body Corporate, Chairperson and/or relevant Committee provided that such Service Contract shall be limited to the provision of administrative assistance only and shall not amount to a delegation of any duties and powers under the Act or Regulations and provided further that any such Service Contract shall be for a term of not more than four (4) years. For the avoidance of doubt a Service Contract may be renewed or extended by ordinary resolution of the Body Corporate.

30 **Invalidity Saving**

- 30.1 If it should be determined that a rule or rules contained in these Rules is or are invalid, void or unenforceable, all other provisions which are capable of separate enforcement without regard to an invalid, void or unenforceable provision are and will continue to be of full force and effect in accordance with their terms.

31 **Allow Access**

- 31.1 Without limiting the obligations and responsibilities of an Owner as set out in these Rules and the Act, each Owner must:

- 31.1.1 permit the Body Corporate (or its agents or Contractors) at any time on giving reasonable notice (except in the case of emergency when entry can be at any time) to enter into and upon their Unit (including any decks where applicable) with any tools, ladders, equipment, temporary structures and/or machinery that is necessary and to remain there for a reasonable time for any purpose including without limitation:

31.1.1.1 to view the condition of the Unit;

31.1.1.2 to ensure that these Rules are being observed;

31.1.1.3 to ascertain whether or not there has been any breach of the terms of these Rules;

31.1.1.4 to access, repair, maintain, replace, repaint, redecorate, renew and keep clean any Building Elements, Infrastructure, Services, Common Property and exterior of the Building(s);

31.1.1.5 to maintain, repair, install, renew any pipes, conduits, wires, cables or ducts for the time being in, upon or passing through the Unit and capable of being used in connection with the enjoyment of any other Unit or the Common Property;

31.1.1.6 to maintain, repair, clean, redecorate, repaint or renew any Common Property;

31.1.1.7 to access, inspect, test, repair, maintain, replace, repaint, redecorate, clean, renew and keep clean any signs, chattels, fixtures, fittings, apparatus, installations, systems, Building Elements, Infrastructure, Services, Common Property and exterior or other parts of the Building including, but not limited to, base plates, anchor points access ladder brackets and other apparatus or systems used, or intended, adapted or designed for use, in

connection with the Unit Title Development, any other Unit or with the Common Property or the enjoyment thereof;

- 31.1.1.8 to test any electrical, gas or water installations or equipment and to trace and repair any leakage or defect in the installations or equipment at the expense of the relevant Owner in cases where the leakage or defect is due to any act or default of that Owner or that Owner's works, installations or equipment;
- 31.1.1.9 to investigate the cause of and/or deactivating any security alarm, fire alarm or other loud noise generating device sounding in the Unit;
- 31.1.1.10 to retain and maintain the landscaping in accordance with Rule 7.6;
- 31.1.1.11 to execute any work required to remedy a defect which is the Owner's duty to repair or a breach of these Rules by the Owner;
- 31.1.1.12 to do all things necessary to ensure compliance with the Building Act 2004 for the purpose of maintaining a current warrant of fitness for the Building or to ensure compliance with any other statutory or other requirement from time to time applicable to the Building and the Common Property, at the expense of the Owner; and
- 31.1.1.13 ensuring compliance with any covenant or condition contained in any resource consent, easement, covenant, consent notice, land covenant, encumbrance or interest affecting the Land and/or the Unit and/or registered against the freehold record of title for the Land, the Unit and/or the supplementary record sheet;
- 31.1.1.14 for any purposes associated with the insurance effected or to be effected by the Body Corporate; and
- 31.1.1.15 not damage, deface, interfere or obstruct or permit any damage, defacement, interference or obstruction to any fixtures or fittings located in their Unit (including on their outdoor areas or deck) or on the Common Property including but not limited to base plates, anchor points and access ladder brackets and must ensure that they can function in the manner they were designed to.

ANNEXURE SCHEDULE 1
SIGNAGE MANAGEMENT PLAN

SIGNAGE MANAGEMENT PLAN

Signage Guidelines for Typical Units Individual Signage Panels

Signage panels have been allocated to each unit to promote businesses in a professional and cohesive manner. To ensure consistency across all units and an aesthetically pleasing environment is created, individual unit signage must adhere to the design guidelines outlined below.

General Rules

1. *Material and Finish:*

- All signage must consist of laser cut individual letters and logos in white (Pantone 000C or Resene Alabaster) to maintain a consistent and clean aesthetic.
- The signage background must remain in the ply background and be Resene Woodsman waterborne, Stain colour BARK.

2. *Signage Size and Placement:*

- The designated signage must have a maximum height of 0.9m, retaining:
- 0.15m gap from the top and bottom edges of the signage panel.
- 0.30m gap from both sides.
- Any signage exceeding these dimensions will not be approved.

3. *Logo Positioning Options:*

- Logos may be centred for a balanced appearance.
- Alternatively, logos can be positioned directly above the main red entry door.

EXAMPLE:



Additional Notes

- Adhering to these guidelines ensures consistency across all units while maintaining a professional and cohesive brand image.
- Variations or exceptions to these rules require written approval from the Body Corporate
- Any additional unit signage must require written approval from the Body Corporate.

BLOCK EXAMPLE:



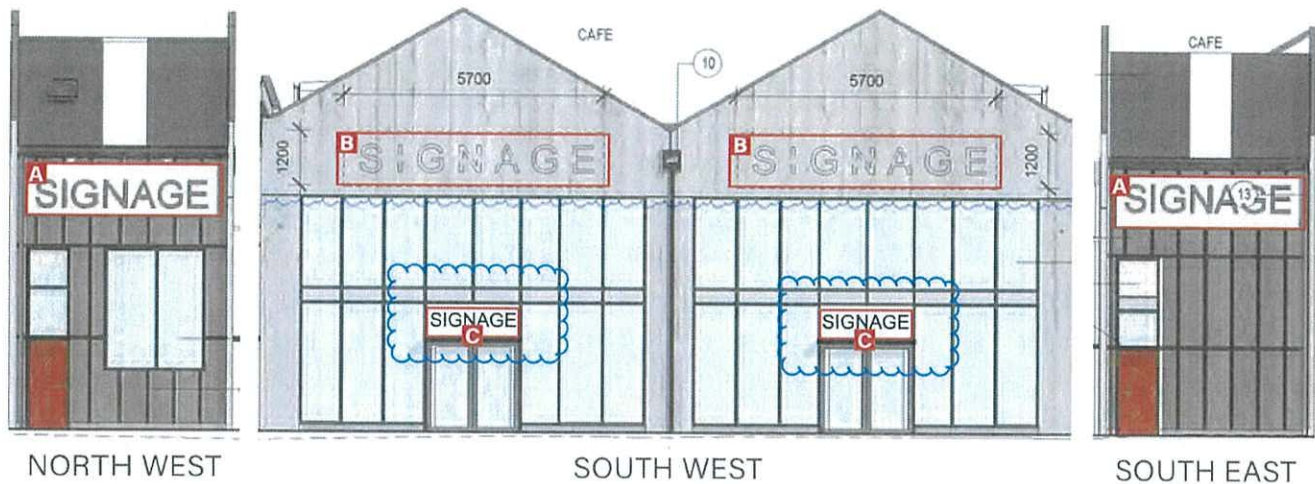
BLOCK EXAMPLE NOT TO SCALE

SIGNAGE MANAGEMENT PLAN

Signage Guidelines for The Workshops Cafe (PU11)

Signage panels and designated areas have been allocated to the cafe to promote the space from all external facades, in a professional and cohesive manner. To ensure consistency across all units within the development and an aesthetically pleasing environment is created, individual unit signage must adhere to the design guidelines outlined below.

As the cafe is a prominent centralised location in the development, there are six designated signage locations on the north western, the south western and the south eastern facades.



A) General rules for the north west and south east facades (x2)

Please refer to notes for typical units individual signage panels.

B) General rules for the south west facade large signs (x2)

1. Material and Finish:

- Signage must consist of laser cut individual letters and logos in black (Pantone 6C or Resene Black) to maintain a clean aesthetic.
- The signage background must remain in the precast concrete of the facade.

2. Signage Size and Placement:

- The designated signage must have a maximum height of 1m and a length of 5.7m, retaining;
- 0.30m gap from bottom edge of the window framing
- A centered alignment of the buildings roofline
- Any signage exceeding these dimensions will not be approved.

C) General rules for the south west window signs (x2)

1. Material and Finish:

- Signage must consist of vinyl which is stuck onto the glass

2. Signage Size and Placement:

- The designated signage must be no larger than 2.0m wide and 0.75m and must not go over any other any glass panels then allocated above the doors.
- Any signage exceeding this will not be approved.

ANNEXURE SCHEDULE 2
LANDSCAPE MAINTENANCE PLAN



NORTHWICK PARK TRUST Ltd

64 Matakana Valley Road,
Matakana

Landscape Maintenance Manual

Years 1-3 - Planting Establishment

Year 1 - Maintenance Site Visits Scheduling - Monthly

Years 2 & 3 - Maintenance Site Visits Scheduling - Quarterly (minimum)

Prepared by:
Luijten Landscaping Ltd
June 2023

To be implemented by the incorporated society upon completion of the development.

Contractor Responsibilities For General Maintenance & Garden Care

- Health & Safety
- Weed Control
- Pest and Disease Management
- Fertilising of trees and garden areas
- Formative Pruning / trimming
- Watering / irrigation as required
- Vandalism / Replacement Planting
- Rubbish removal

Health & Safety

Ensure that all individual staff have been adequately inducted onto site and are sufficient in operating all necessary tools and safety paraphernalia as required.

Weed Control

All newly planted areas and gardens to be kept weed free. Larger perennial weeds are to be completely removed by hand release / digging etc.

Chemical Control:

All herbicides shall be bio-degradable, any herbicides that leave residue will not be utilised. At all times, chemical application must be undertaken during appropriate weather conditions, and at times of minimal public inconvenience. Special care must be taken to spray only weeds, spray drift onto desirable plants is unacceptable. All appropriate safety signs to be clearly visible throughout application process where required.

Pest and Disease Management

At all times, it is preferable to avoid the need for chemical application to control pests and diseases. Instead utilise light pruning / trimming methods to remove any affected foliage and limbs. All clippings are to be removed off site and disposed of by appropriate means.

In case of the need for chemical usage, the following procedures must be followed:

- Ascertain the problem and consider the correct chemical to utilise.
- Select the least toxic chemical for the application (refer to NZ Agrichemical Manual).
- Isolate the area to be sprayed and ensure no public contact throughout application.
- Upon completion of application, safely remove any chemical containers etc and verify when suitable for public usage.

N.B.

Any of the above chemical usage must be under the supervision of an approved chemical handler, and appropriate PPE to be utilised at all times.

Fertiliser Application

All planted areas to be fertilised approx. 1 year after initial installation preferably in the springtime.

The fertiliser will be an application of a 12 month slow release fertiliser with a suitable NPK and trace elements rating.

Formative Pruning / Trimming

Formative pruning and trimming is to be carried out preferably during autumn and winter months, unless pruning is required for emergency / safety reasons.

Any diseased wood is to be removed and disposed off site by approved means.

Specimen Trees

Specimen trees will need pruning in the following situations:

- Removal of damaged or diseased branches.
- To achieve or maintain the desired shape.
- Removal of conflicting / crossing branches which could ultimately affect the trees performance.
- For reasons of public safety.
- To achieve final canopy heights.

Shrub / Groundcover Planting

- Shrub and ground cover planting is to be inspected for required pruning in Spring and Autumn. Cut back after flowering to encourage compact form and to establish desired shape, suitable to species. In general, pruning will encourage new growth, remove deadwood and foliage, and establish desired coverage.

Watering

In general, watering of plants must be monitored and administered as required, particularly during dry periods and within the first months of establishment.

Ground is to be adequately saturated upon application.

Vandalism / Replacement Planting

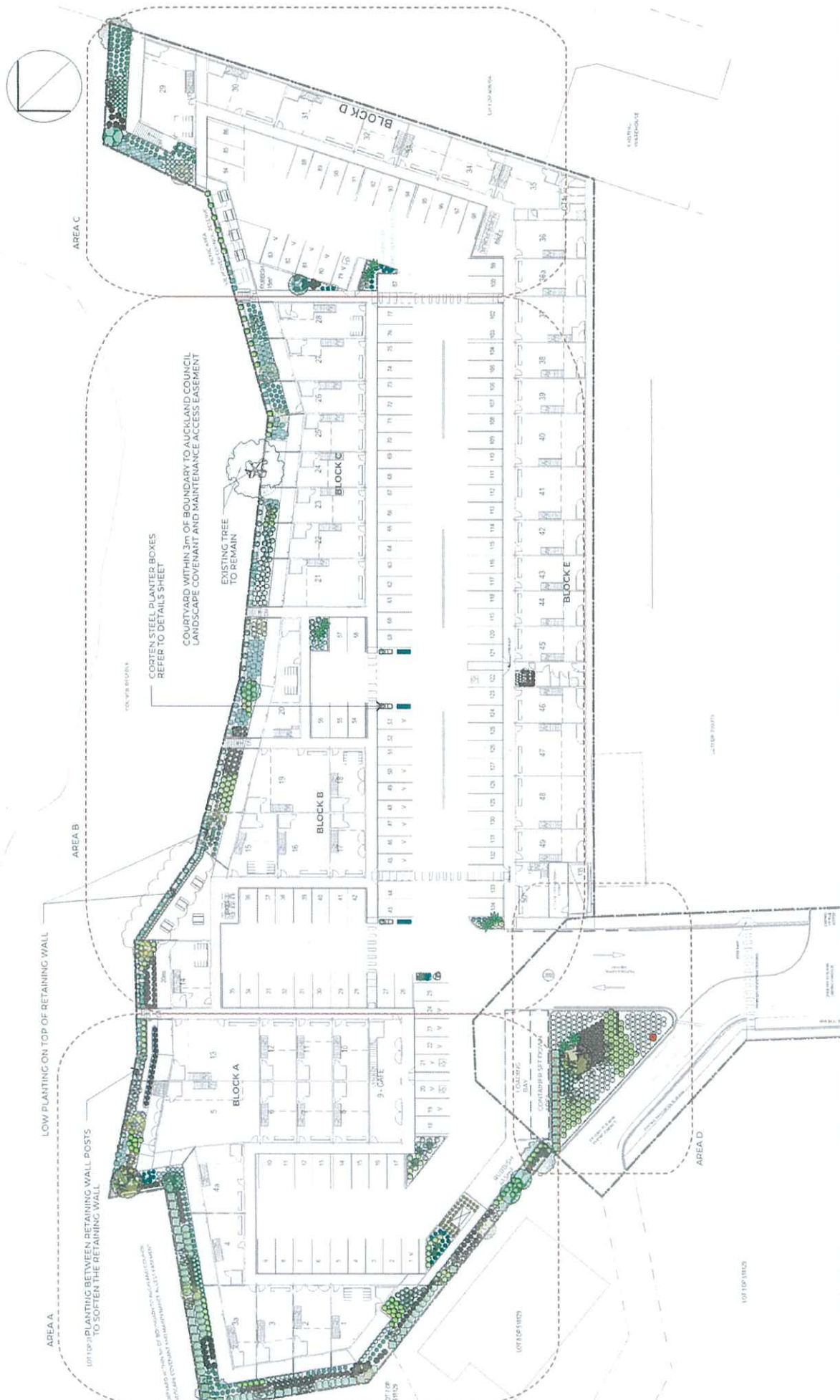
Any vandalism / theft of plants is to be reported to appropriate personnel.

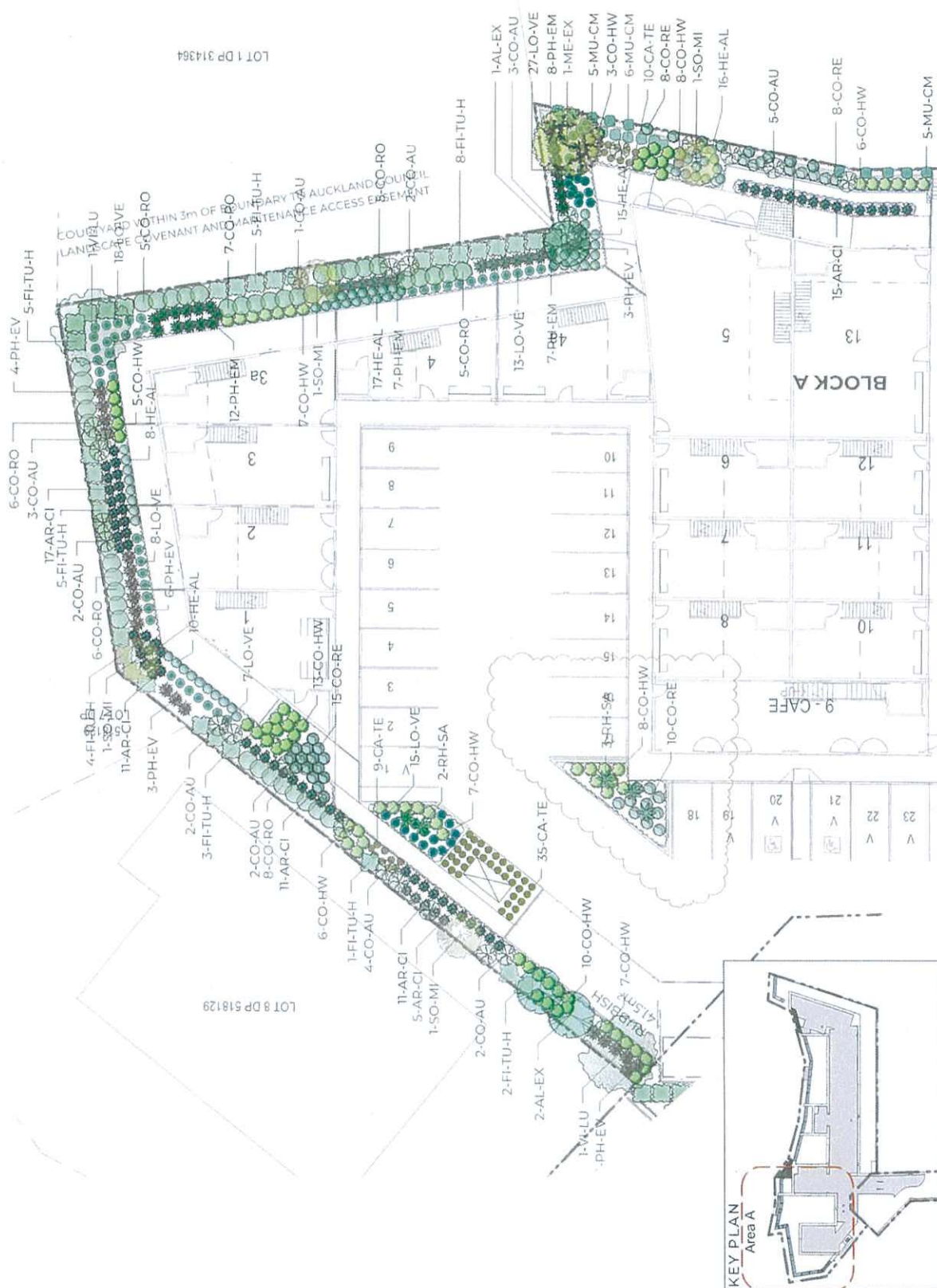
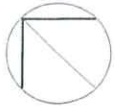
If required, rectification works and replacement costs will be at the owners expense.

If plants do not survive or require replacement within the first 3 years, the contractor will arrange for these to be replaced to ensure the landscaping is consistent with the resource consent requirements for the development.

Rubbish Removal

Removal of inorganic rubbish from garden areas to be undertaken when necessary.





275 Fitzgerald Rd, Drury 2577
+64 (9) 294 6620
design@lujten.co.nz
www.lujten.co.nz

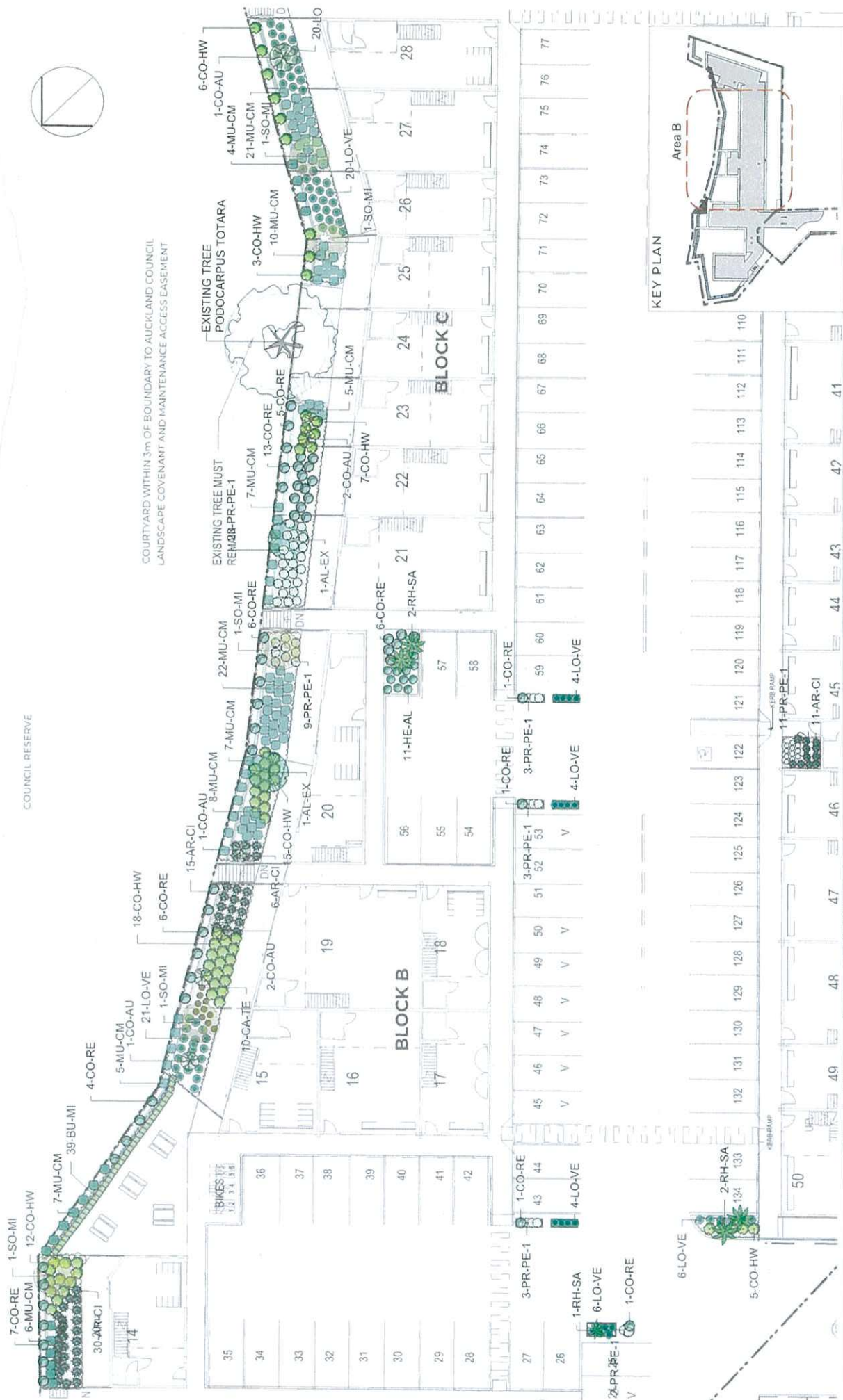


luijten
landscape architecture

NOT FOR CONSTRUCTION
designed by ZA drawn by ZA checked by ZA
PLANTING PLAN AREA A
1:250 @ A3

NORTHWICK PARK
64 MATAKANA VALLEY ROAD, MATAKANA

revision
E05[illegible]



275 Fitzgerald Rd, Drury 2577

*64 (9) 294 6620
design@lujten.co.nz
www.lujten.co.nz

CONSTRUCTION designed by ZA drawn by ZA checked by 17500@A3

NOT FOR CONSTRUCTION

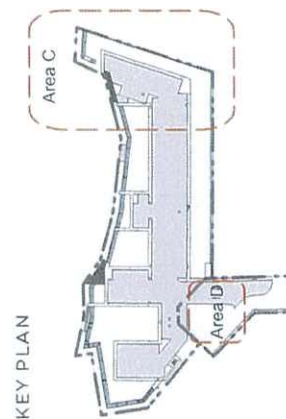
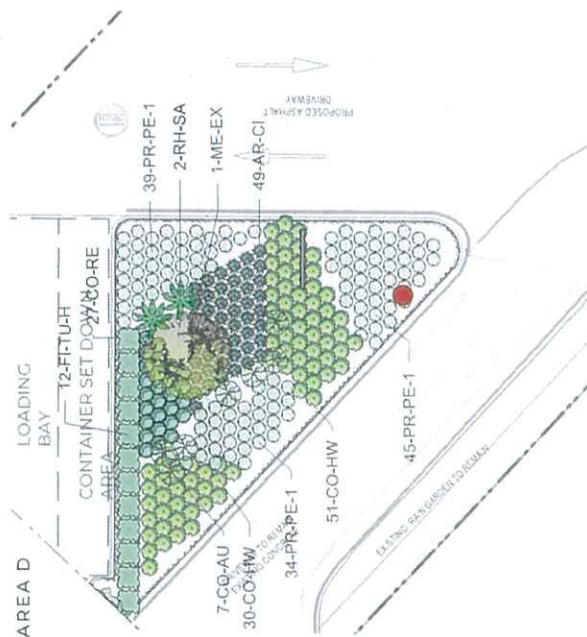
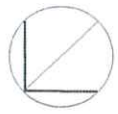
designed . ZA drawn ZA checked

1:250 @ A3

NORTHWICK PA
64 MATAKANA VALLEY ROAD, MATAKANA

TRUST E 06
30/07/2024 C412 revision

with accompanying Visualizations, or processing calculations, that may be useful to clients and users. All trademarks are copyright © to Lucien Lemaire and his company. All other trademarks are copyright © to their respective owners. All rights reserved. No part of this publication may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without prior written permission from the publisher. All other trademarks are copyright © to their respective owners. All rights reserved. No part of this publication may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without prior written permission from the publisher.



PLANTING PLAN AREA C & D

NOT FOR CONSTRUCTION

designed	ZA	drawn	ZA	checked

1:250 @ A3

64 MATAKANA VALLEY ROAD, MATAKANA

30/07/2024 C4121

revision

275 Fitzgerald Rd, Drury 2577

*64 (9) 294 6620

design@luyten.co.nz

www.luijten.co.nz



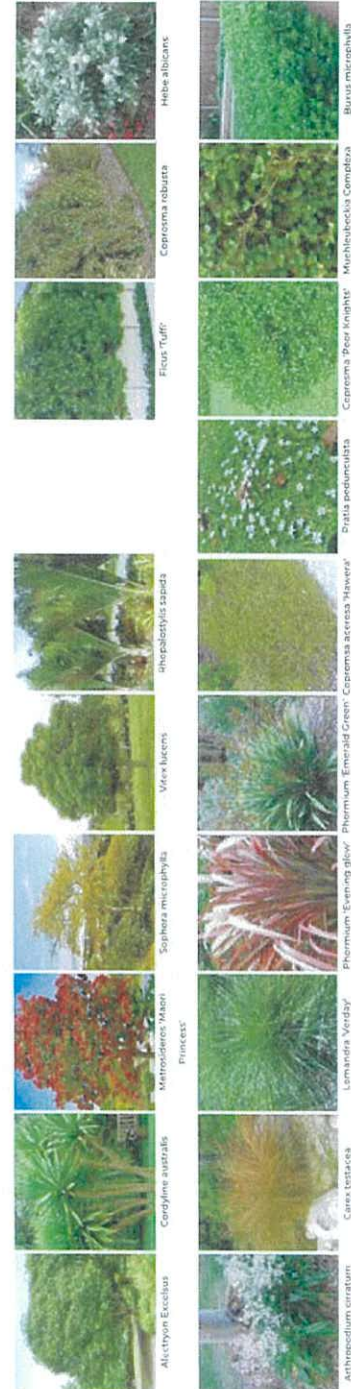
luijten
transcription

NORTHWICK PARK TRUST E 07
30/07/2024 C.4121 revision

© 2006 The Authors
Journal compilation © 2006 Blackwell Publishing Ltd

Plant Schedule

ID	Qty	Common Name	Botanical Name	Size	Spacing	Comments
Groundcover						
CO-HW	233	Dune Coprosma	Coprosma acerosa 'Hawera'	2 ltr	800	Native Species
CO-RE	124	Creeping mirror bush Taupata	Coprosma repens 'Poor Knights'	2 ltr	2160	Native Species
MU-CM	140	Smalled-Leaved Pohuehue	Muehlenbeckia complexa	2 ltr	550	Native Species
PR-PE-1	172	Blue Star Creeper	Pratia pedunculata	PB3	3658	Native Species
Perennials						
AR-CI	170	Rengarenga Lily	Arthropodium cirratum	2 ltr	750	Native Species
AR-CI	11	Rengarenga Lily	Arthropodium cirratum		1320	Native Species
CA-TE	64	Carex Grass	Carex testacea	2 ltr	600	Native Species
LO-VE	253	Lomandra 'Verday'	Lomandra 'Verday'	2 ltr	750	Non-Native Species
PH-EM	40	Dwarf Green New Zealand Flax	Phormium 'Emerald Green'	2 ltr	750	Native Species
PH-EV	32	Evening glow flax	Phormium 'Evening Glow'	2 ltr	850	Native Species
Shrubs						
CO-RO	42	Karamu	Coprosma robusta	2 ltr	900	Native Species
BU-MI	39	Littleleaf Boxwood	Buxus microphylla	1.5 ltr	400	Non-Native Species
FI-TU-H	45	Tuffy	Ficus 'Tuffy'	2 ltr	1200	Non-Native Species
HE-AL	141	Veronica, Hebe	Hebe albicans	2 ltr	650	Native Species
Trees						
AL-EX	7	Titoki	Alectryon excelsus	Pb95	As shown	Native Species
CO-AU	43	Cabbage Tree	Cordyline australis	Pb95	As shown	Native Species
ME-EX	2	Upright NZ Christmas Tree	Metrosideros excelsa 'Maori Princess'	Pb95	As shown	Native Species
RH-SA	14	Nikau Palm	Rhoplostylis sapida		Comment 1	Native Species
SO-MI	10	Kowhai	Sophora microphylla	Pb95	As shown	Native Species
VI-LU	3	Puriri Tree	Vitex lucens	Pb95	As shown	Native Species



275 Fitzgerald Rd, Drury 2577
+64 (9) 294 6620
design@lujiten.co.nz
www.lujiten.co.nz



NOT FOR CONSTRUCTION
designed by ZA drawn by ZA checked by NTS

PLANTING SCHEDULE

64 MATAKANA VALLEY ROAD, MATAKANA

NORTHWICK PARK TRUST

30/07/2024 C421

REVISION E 08

© 2024 Lujiten Landscaping Ltd. All drawings are copyright to Lujiten Landscaping Ltd. No part of this document may be reproduced without written permission from Lujiten Landscaping Ltd.

Schedule Two

Service Contract with Strata Title Administration Limited

Dated

2025

Parties

BODY CORPORATE 607256

Body Corporate

STRATA TITLE ADMINISTRATION LIMITED (Company Number 337967)

Manager

**Agreement for Appointment of Body
Corporate Manager for
64 Matakana Valley Road, Matakana**

Contents

		Page
1	INTERPRETATION	1
2	APPOINTMENT.....	3
3	PROVISION OF SERVICES	3
4	ACCEPTANCE OF APPOINTMENT.....	4
5	CODE OF CONDUCT	4
6	REPORTING REQUIREMENTS	4
7	REVIEWS.....	4
8	FEE	4
9	REVIEW OF FEE	4
10	REIMBURSEMENT FOR EXPENSES	5
11	INDEMNITY.....	5
12	FEES FOR DISCLOSURE STATEMENTS.....	6
13	FEES FOR ADDITIONAL DUTIES.....	6
14	FEES FOR INDIVIDUAL UNIT CHARGES.....	6
15	BREACH BY THE MANAGER.....	6
16	BREACH BY THE BODY CORPORATE	7
17	NOTICES	8
18	NO ASSIGNMENT BY MANAGER	9
19	GOVERNING LAW.....	9
20	SEVERANCE.....	9
21	ENTIRE AGREEMENT	9
22	DISPUTE RESOLUTION	10
	FIRST SCHEDULE.....	11
	Services	11
	SECOND SCHEDULE	13
	Additional Services	13

THIRD SCHEDULE.....	14
Charges	14

THIS AGREEMENT is dated the day of April 2025

Parties

- 1 **BODY CORPORATE 607256** (Body Corporate)
- 2 **STRATA TITLE ADMINISTRATION LIMITED (Company Number 337967)** (Manager)

Background

- A The Body Corporate has resolved to appoint a body corporate manager and to delegate to the manager the powers, authorities, duties and functions set out in this Agreement.
- B The Manager has agreed to accept the appointment as body corporate manager and the delegation of the powers, authorities, duties and functions of the manager on the terms of this Agreement.

The Parties Agree:

1 Interpretation

In this Agreement unless the context indicates otherwise:

1.1 Definitions:

Act means the Units Titles Act 2010.

Adhoc Charges means amounts charged by the Manager for undertaking work set out in the Second Schedule to the Service Contract in accordance with the Manager's hourly rates as at the time of the work being undertaken.

Administration Fee means:

- a. **Term:** during the first year of the Term \$15,950.00 plus GST; and
- b. **Subsequent years:** for each subsequent year, the Administration Fee, as adjusted under clause 9.

Body Corporate means Body Corporate No. 607256 and includes any committee of that body corporate.

Business Day means the period commencing at 9.00am and terminating at 5.00pm on any day of the week other than:

- a. **Excluded Days:** Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, The Sovereign's Birthday, Labour Day, Waitangi Day, Matariki, the provincial anniversary day of Auckland, New Zealand and if Waitangi Day or Anzac Day falls on a Saturation or a Sunday the following Monday; and
- b. **Christmas Period:** any day in a period starting with the 25th day of December in any year and ending with the 5th day of January in the following year.

Chairperson means the chairperson of the Body Corporate from time to time appointed by the Body Corporate in accordance with the Act.

Committee means the committee of the Body Corporate from time to time appointed by the Body Corporate in accordance with the Act.

Disbursements means charges that relate to printing, photocopying, postage, data storage, emailing and/or other out of pocket expenses that may be charged by the Manager in relation to performing the duties as set out in the First and Second Schedules of the Service Contract.

GST means tax levied under the Goods and Services Tax Act 1985 and includes any tax levied in substitution for the tax.

Manager means Strata Title Administration Limited.

Occupier includes Owner, tenant, licensee, employee, agent or invitee and persons under the control of the same.

Reimbursable Expenses means all expenses properly incurred or payable by the manager under this Agreement.

Rules means the operational rules of the Body Corporate under the Act together with any amendments made to those rules.

Term means an initial term of two (2) years commencing on 8 April 2025 and ending on 7 April 2027 and thereafter as provided in clause 2.2.

Owner has the same meaning as in the Act and where relevant also includes Occupiers and persons under the control of an Owner or Occupier.

- 1.2 **Conflict:** if there is a conflict between this agreement and the Rules, the Rules will prevail;
- 1.3 **Defined Expressions:** expressions defined in the main body of this agreement have the defined meaning in the whole of this agreement, including the background and the schedules;
- 1.4 **Derivatives:** derivatives of any defined term have a corresponding meaning to that of the defined term;
- 1.5 **Headings:** section, clause and other headings are for ease of reference only and do not form any part of the context or affect this agreement's interpretation;
- 1.6 **Joint and Several Obligations:** where two or more parties are bound by a provision of this agreement, that provision will bind those parties jointly and each of them severally;
- 1.7 **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- 1.8 **No Limitation:** references to anything of a particular nature either before or after a general statement do not limit the general statement unless the context requires;
- 1.9 **Parties:** references to parties are references to parties to this agreement and include each party's executors, administrators and successors;

- 1.10 **Persons:** references to persons include references to individuals, companies, corporations, firms, partnerships, joint ventures, associations, organisations, trusts, states or agencies of state, government departments and local and municipal authorities, in each case whether or not having separate legal personality;
- 1.11 **Plural and Singular:** singular words include the plural and vice versa;
- 1.12 **Schedule:** the schedule and its contents have the same effect as if set out in the body of this agreement;
- 1.13 **Sections, Clauses and Schedule:** references to sections, clauses and the schedule are references to this agreement's sections, clauses and schedule; and
- 1.14 **Statutes and Regulations:** references to a statute include references to regulations, orders or notices made under that statute and references to a statute or regulation include references to all amendments to that statute or regulation, whether by subsequent statute or otherwise.

2 Appointment

- 2.1 **Appointment for Term:** The Manager is hereby appointed as manager of the Body Corporate pursuant to the Act for the duration of the Term to undertake support services for the duties of the Body Corporate, the Chairperson and the Committee.
- 2.2 **Subsequent Terms:** At the expiry of the Term, and each subsequent term, the appointment of the Manager is deemed to have been renewed for a further term of two (2) years if notice of termination is not given to the Manager 30 days before the expiry of each relevant term.
- 2.3 **Acceptance:** The Manager agrees to act as body corporate manager for the Term and any Subsequent Term upon and subject to the terms and conditions and provisions contained in this agreement, and in the Rules and to exercise the powers, authorities, duties and functions of the manager of the Body Corporate, which by this agreement the Body Corporate delegates or which may from time to time be delegated by the Body Corporate.
- 2.4 **Termination:** The Term and any Subsequent Term is subject to any order made pursuant to section 140 of the Act. If an order terminating this agreement is made pursuant to section 140 of the Act, this agreement will terminate from the date specified in such order.

3 Provision of Services

The Body Corporate pursuant to a resolution of the Body Corporate contracts the Manager to perform its responsibilities and functions for the duration of the Term and any Subsequent Term as follows:

- 3.1 **Bank Accounts:** the authority to operation the Body Corporate bank accounts or a trust account; and
- 3.2 **Specific Duties:** the duties set out in the First Schedule.

4 Acceptance of Appointment

The Manager will act on behalf of the Body Corporate on the terms of this agreement and of the Rules, and will exercise the powers, authorities, duties and functions subject to the direction and control of the Body Corporate in respect of incurring any liability on behalf of the Body Corporate.

5 Code of Conduct

The manager will comply with the manager's code of conduct set out in the Unit Titles Regulations 2011.

6 Reporting Requirements

The Manager shall report annually in detail as required from time to time by the Body Corporate committee on the performance of its functions and duties under this Agreement.

7 Reviews

The parties may require reviews of the Manager's performance annually measuring the provisions of its services against the requirements for notice and conduct of general meetings of the Body Corporate set out in the Unit Titles Act 2010.

8 Fee

The Body Corporate will pay the Administration Fee to the manager annually in advance on the first day of the Body Corporate's financial year.

9 Review of Fee

9.1 **Date of Review:** The Administration Fee will be reviewed annually.

9.2 **Basis of Review:** The Administration Fee will be reviewed by an amount proportionate to the percentage change in the All Groups Section of the Consumers Price Index published by Statistics New Zealand provided that in no event shall the annual Administration Fee after any such review be less than the Administration Fee payable during the 12 month period prior to such review.

9.3 **Measurement Period:** The percentage change in the Consumers Price Index under clause 9.2 will be measured over the period:

9.3.1 **Beginning of Period:** beginning at the end of the last quarterly period immediately before the start of the Term or the preceding review date, as the case may be; and

9.3.2 **End of Period:** ending at the end of the quarterly period immediately before the relevant review date.

9.4 **Alteration of Basis:** If either:

9.4.1 **Publication Ceases:** the All Groups Section of the Consumers Price Index ceases to be published quarterly; or

9.4.2 **Method of Calculation Alters:** the method of calculation of the All Groups Section of the Consumers Price Index substantially alters;

then the All Groups Section of the Consumers Price Index will be replaced by the nearest equivalent index. That index will be determined:

9.4.3 **Parties' Agreement:** by the parties' agreement; or

9.4.4 **Dispute Resolution:** in accordance with the Act, if the parties cannot agree.

10 Reimbursement for Expenses

10.1 **Body Corporate's Obligations:** The Body Corporate must:

10.1.1 **Expenditure Incurred Under Agreement:** reimburse the Manager for all Reimbursable Expenses;

10.1.2 **First Payment:** pay the first payment under clause 10.1.1 one month after the date that the Term begins (if applicable) and then monthly in arrears; and

10.1.3 **Disbursements and Adhoc Charges:** pay to the Manager all reasonable Disbursements and Adhoc Charges that are incurred in respect of the Manager performing its duties.

10.2 **Payment by Deduction Authorised:** The Body Corporate authorises the Manager to deduct the amount of all Reimbursable Expenses from the Body Corporate's bank account without first obtaining prior approval from the Body Corporate, as long as:

10.2.1 **Invoice Issued:** the Manager first issues to the Body Corporate an invoice for those Reimbursable Expenses; and

10.2.2 **Authority Not Revoked:** the Body Corporate has not revoked the Manager's authority to operate the Body Corporate's bank accounts.

11 Indemnity

The Body Corporate indemnifies the Manager against all actions, proceedings, calls, claims, demands, losses damages, costs, expenses or liabilities of any kind suffered or incurred by the Manager in the proper performance of the Manager's duties under this agreement.

12 Fees for Disclosure Statements

The Manager may charge and retain for the Manager's own benefit a reasonable fee for the preparation of certificates under sections 146, 147 and 148 of the Act which shall not be less than the applicable fees as prescribed in the Third Schedule.

13 Fees for Additional Duties

- 13.1 **When Additional Fee Payable:** If the Body Corporate asks the Manager to carry out any duties additional to those set out in clause 3, including those set out in the Second Schedule then the Body Corporate must (in addition to any other amount payable under this agreement) pay to the Manager on demand a reasonable fee for those additional duties or if applicable the fee as prescribed in the Third Schedule.
- 13.2 **Calculation of Additional Fee:** Any additional fees payable to the Manager under clause 13.1 will be calculated by reference to the time spent by the Manager, using the Manager's ordinary hourly charge out rate for carrying out duties similar to the additional duties or if applicable the fee as prescribed in the Third Schedule.

14 Fees for Individual Unit Charges

- 14.1 **Additional Unit Charges:** If the Body Corporate or Manager incurs or is liable for any costs that are the result of an Owner(s) acts and/or omissions (for instance false fire alarm callout fees) then the Manager may on charge these costs, plus an administration fee as provided for in clause 14.2, to that Owner(s) for their immediate payment, without first obtaining prior approval from the Body Corporate.
- 14.2 **Administration Fee per Charge:** The Manager shall be entitled to charge to that Owner(s) an administration fee of \$25.00 plus GST for each separate charge that becomes payable under clause 14.1.

15 Breach by the Manager

- 15.1 **Termination Events:** If the Manager:
- 15.1.1 **Performance of Obligations:** fails to perform any of the Manager's obligations under this agreement and does not remedy that failure within one month of receiving written notice from the Body Corporate specifying that failure;
 - 15.1.2 **Change in Control:** is a company and there is a change in the effective management or control of that company without the prior written consent of the Body Corporate;
 - 15.1.3 **Bankruptcy, etc:** is or becomes or is declared bankrupt, insolvent or unable to pay the Manager's debts as they fall due, or goes into liquidation (other than a voluntary

liquidation as part of a legitimate corporate reconstruction of the Manager to which the Body Corporate has first consented in writing);

- 15.1.4 **Receivership:** goes into receivership, or has a receiver or manager appointed in respect of all or part of the Manager's assets;
- 15.1.5 **Composition with Creditors:** enters into a composition or scheme of arrangement for the benefit of all or some of the Manager's creditors;
- 15.1.6 **Disqualification etc under Companies Act:** is or becomes disqualified or prohibited from being a director of, or otherwise managing, a company under sections 383 or 385 of the Companies Act 1993; or
- 15.1.7 **Criminal Conviction:** is convicted of a criminal offence;

then the Body Corporate may terminate this agreement by giving one month's written notice to the Manager.

- 15.2 **Manager's Obligations on Termination:** On termination of this agreement by the Body Corporate under clause 15.1, the Manager must immediately, and no later than 30 days from the date of termination:
 - 15.2.1 **Return Documents, etc:** return to the Body Corporate all documents, records and information in any way concerning the Body Corporate (including the Body Corporate's bank documents); and
 - 15.2.2 **Notify Banks:** notify all relevant banks that the Manager no longer has the Body Corporate's authority to operate any of the Body Corporate's bank accounts.
- 15.3 **Effect of Termination Under this Section:** Termination of this agreement under this section will not prejudice either party's rights or obligations under this agreement arising before termination.

16 Breach by the Body Corporate

- 16.1 **Termination Events:** If the Body Corporate:
 - 16.1.1 **Failure to Pay or Perform Obligations:** fails to pay any amount due to the Manager under this agreement or to perform any of its obligations under this agreement and does not remedy that failure within one month of receiving written notice from the Manager specifying that failure;
 - 16.1.2 **Ceases to Exist:** is wound up, dissolved or otherwise ceases to exist (whether voluntarily or not);
 - 16.1.3 **Compliance with Act:** fails to comply with any of its obligations under the Act (if it has not delegated the responsibility for complying with those obligations to the Manager under this agreement);
 - 16.1.4 **Bankruptcy:** is or becomes or is declared bankrupt, insolvent or unable to pay its debts as they fall due; or

16.1.5 **Composition with Creditors:** enters into a composition or scheme of arrangement for the benefit of all or some of its creditors;

then the Manager may terminate this agreement by giving one month's written notice to the Body Corporate.

16.2 **Parties' Obligations on Termination:** On termination of this agreement by the Manager under clause 16.1:

16.2.1 **Body Corporate's Obligations:** the Body Corporate must immediately pay all amounts due to the Manager under this agreement that remain unpaid, up to the date of termination; and

16.2.2 **Manager's Obligations:** the Manager must immediately:

- (a) return to the Body Corporate all documents, records and information in any way concerning the Body Corporate (including the Body Corporate's bank documents); and
- (b) notify all relevant banks that the Manager no longer has the Body Corporate's authority to operate any of the Body Corporate's bank accounts.

16.3 **Effect of Termination Under this Section:** Termination of this agreement under this section will not prejudice either party's rights or obligations under this agreement arising before termination.

17 Notices

17.1 **Service of Notices:** Any notice or document required or authorised to be delivered or served under this agreement may be delivered or served:

17.1.1 **Property Law Act:** in any manner prescribed in Part of the Property Law Act 2007 for the type of notice being served; or

17.1.2 **Facsimile:** by facsimile.

17.2 **Time of Services:** Any notice or other document will be treated as delivered or served and received by the other party:

17.2.1 **Personal Delivery:** on personal delivery;

17.2.2 **Post:** three days after being posted by prepaid registered post; or

17.2.3 **Facsimile:** on completion of an error-free transmission, when sent by facsimile.

17.3 **Signature of Notices:** Any notice or document to be delivered or served under this agreement must be in writing and may be signed by:

17.3.1 **Attorney, etc:** any attorney, officer, employee or solicitor for the party serving or giving the notice; or

17.3.2 **Authorised Person:** the party serving notice or any other person authorised by that party.

18 No Assignment by Manager

The Manager must not, without the Body Corporate's prior written consent, directly or indirectly (including due to, or by way of, a change of control):

- 18.1 **Assign Rights:** assign, transfer, or otherwise dispose of (including by sub-contract); or
- 18.2 **Security Interest:** grant or agree to grant any security interest (as defined in the Personal) in or over;

any of the Manager's delegated duties, rights or interests in, or any of the Manager's respective obligations or liabilities under this agreement. The Body Corporate may withhold its consent in its absolute discretion.

19 Governing Law

This agreement is governed by New Zealand law. The parties submit to the non-exclusive jurisdiction of all courts having jurisdiction in New Zealand.

20 Severance

If any part of this agreement is held to be illegal or unenforceable, the continued operation of the rest of this agreement will not be affected. The illegal or unenforceable part will be treated as severed from this agreement.

21 Entire Agreement

This agreement:

- 21.1 **Entire Agreement:** sets out the parties' entire agreement on its subject matter and replaces all earlier agreements and negotiations in connection with it; and
- 21.2 **Alteration:** may not be altered except in writing signed by both parties.

22 Dispute Resolution

- 22.1 Disputes shall be settled in accordance with the dispute resolution process contained in the Act.

EXECUTED AS AN AGREEMENT:

SIGNED by **BODY CORPORATE NO. 607256**)

by its Chairperson in the presence of)

)

Benjamin Lewin Dearlove, Chairperson

Witness's Signature

Name

Occupation

Address

SIGNED by **STRATA TITLE**)

ADMINISTRATION LIMITED as)

Manager in the presence of)

)

Signature of director/authorised signatory

Full name of director/authorised signatory

Witness's Signature

Name

Occupation

Address

First Schedule

Services

The Manager shall provide the following services;

- 1 Maintaining a register of unit owners;
- 2 Preparing the agenda for each Annual General Meeting;
- 3 Assisting the Chairperson in the convening and chairing of each Annual General Meeting and, if agreed at the start of the Annual General Meeting, chairing that meeting;
- 4 Recording resolutions voted on and whether they were passed at any Annual General Meeting;
- 5 Preparing the Minutes of each Annual General Meeting;
- 6 Keeping financial accounts and records and assisting the Body Corporate to comply with either section 132(2) or 132(8) of the Act by submitting the Body Corporate's financial statements to an auditor or to an accountant;
- 7 Preparation of the annual operating budget to be reviewed and accepted by the Body Corporate at its Annual General Meeting or as alternatively directed by the Chairperson/Committee/Body Corporate.
- 8 Issuance and collection of annual levies from unit owners. To be administered in accordance with debt collection arrangements agreed with the Body Corporate which will usually be via a resolution at a general meeting. This includes annual levies paid in one instalment.
- 9 Receiving reports from the Committee and distributing them to unit owners.
- 10 Signing documents as directed to do so by the Body Corporate or its Committee or its Chairperson;
- 11 Dealing with any insurer providing insurance for the Body Corporate, including engaging a valuer and assisting with enquiries to or from the relevant insurance broker including without limitation receiving quotes for insurance and assisting with insurance claims;
- 12 Appointing on behalf of the Body Corporate an agent pursuant to section 171 of the Act, and notifying the Tenancy Tribunal of the appointment of any such agent;
- 13 Appointing and engaging any solicitors on behalf of the Body Corporate, including in accordance with any direction by the Body Corporate or its Committee or its Chairperson, to enforcing collection of any funds due from any debtor by virtue of any money order or any other issue either within or outside of the jurisdiction of the Tenancy Tribunal;
- 14 Undertaking all dealings on behalf of the Body Corporate with any Building Manager (if any) and in relation to any management agreement pursuant to the directions of the Body Corporate or its Committee or its Chairperson;

- 15 Paying all accounts of the body corporate as they fall due;
- 16 Operating bank accounts on behalf of the Body Corporate within the Manager's audited Trust Account held with the ASB Bank, (which shall always enable the Body Corporate's funds to be able to be identified and verified), subject to any terms or directions given by the Body Corporate or its Committee or its Chairperson.

Second Schedule

Additional Services

Upon written request from the Body Corporate or its Committee or its Chairperson, the Manager will undertake the following additional services and charge on a time and attendance basis plus disbursements.

- 1 Providing any certificates or information on behalf of the Body Corporate or on behalf of an owner under Part 2 Subpart 14 of the Act;
- 2 Attendance on any solicitors or other agents appointed to act for the Body Corporate either under section 171 of the Act or in any other Court or Tribunal;
- 3 Convening and attending any meetings additional to an Annual General Meeting in terms of paragraphs (b), (c), (d), and (e) of the First Schedule herein;
- 4 Convening and attending any committee meetings for the Body Corporate;
- 5 Preparing and issuing notices of resolutions to be passed without a general meeting;
- 6 Notifying unit owners of the result of any vote on a resolution to be cast without a general meeting;
- 7 Issuance and collection of levy instalments in excess of those provided for as a First Schedule service, collected in accordance with debt collection arrangements agreed with the Body Corporate via a resolution at a general meeting or on instructions from the Committee.
- 8 Keeping any investment bank account, wage, income tax, GST or records of any employees or contractors of the Body Corporate, and completion and submission of any returns to Inland Revenue in respect thereof;
- 9 Attendance on an auditor or accountant of the Body Corporate and provision of accounts and lodgement of prescribed reports and statements where applicable;
- 10 On-charging to the owners or occupants of a unit, as the case may be, the cost of utilities such as electricity, water and gas used by the occupants of the unit on the proviso that the usage is metered. Strata shall be entitled to include a reasonable fee in the on-charged invoice to cover the additional administrative work involved in invoicing and collecting the charges;
- 11 Subject to the terms of any Building Manager's contract or written directions from the Body Corporate or its Committee or its Chairperson, dealing with any consulting engineer or other professional for purposes relating to a building warrant of fitness, the Health and Safety Plan, the long term maintenance plan or other maintenance matters relating to the Body Corporate;
- 12 All and any other services where directed by the Body Corporate or its Committee or its Chairperson relating to the administration of the Body Corporate or its common property or infrastructure outside of those matters referred to above and in the First Schedule.
- 13 Retaining and storing such records as it has to facilitate the provision of the certificates referred to in (a) above.

Third Schedule

Charges

1 Pre-Contract/Pre-Settlement Disclosure Fees

Pre-Contract Disclosures (PCD) and Pre-Settlement Disclosures (PSD) fees are charged on a user pays basis and all fees payable by the unit owner requesting the disclosure(s) as follows:

- 1.1 PCD when requested by unit owner shall be \$650 + GST.
- 1.2 PSD when requested by the owner shall be \$500 + GST.
- 1.3 If the PSD is required urgently the fee shall be \$560 + GST.

2 Preparation of Income Tax Return & GST Return

- 2.1 Registration of the Body Corporate with the IRD for GST and Income Tax purposes at a fee of \$350 + GST.
- 2.2 Annual Income Tax Return Preparation fee - \$350 + GST.
- 2.3 GST Return preparation fee - \$400 + GST.

3 Management of Body Corporate Bank Accounts / Term Deposits

- 3.1 Account opening fee - \$100 + GST.
- 3.2 An annual service fee for the management of the Body Corporate's bank accounts and Term Deposits over and above the Body Corporate's bank accounts held within Strata's trust account, which are included within Strata's annual administration fee, will be charged to the value of 5% of the nett return.

4 On-Charge Invoices

Our fee for recovering on charges from owners is \$25 + GST per invoice e.g. on-charging false fire alarm callouts.

5 Disbursements

Strata charges disbursements (photocopying, postage etc) for notices of meetings, agenda, minutes of meetings, attachments to these documents and for electronic data storage. The cost to each body corporate is commensurate with the number of pages sent to owners. Actual and reasonable disbursement costs are payable by the Body Corporate.

6 Additional Fees

Hourly rates payable for additional work as defined in the second schedule of this agreement shall be:

- 6.1 Office and support staff - \$90 + GST.
- 6.2 Body Corporate Manager/Accounts Department - \$175 + GST.
- 6.3 Financial Controller - \$200 + GST.
- 6.4 Director - \$295 + GST.

Schedule Three

Service Contract with Northland Waste Limited T/A Econowaste

Service and Account Agreement

Northland Waste Limited T/A Econowaste

econowaste

G.S.T No. 100 - 941 - 481

Type of Business:	Sole Trader	Partnership	Company	Other (Please specify)	Body Corporate
Business/Legal Name:	Body Corporate 607256				Company No:
Trading Name:	c/ Strata Title Administration				
Nature of Business:	Multi Unit Light Industrial				Length of Time Trading:
Physical Address:	64 Matakana Valley Road				Postcode:
Postal Address:					Postcode:
Contact Name:					
Email Address:	bc@stratatitle.co.nz				Contact Phone No: 09 307 3721
Job Title:					
Accounts Contact:					Accounts Phone No:
Accounts Email Address (invoices will be emailed):					Purchase Order Required? ☐ Yes / ☐ No
Owners / Trustee / Directors: (If more than two, please attached separate sheet)					
Full Name:	Benjamin Lewin Dearlove (as Chairman)				D.O.B: 21/02/1975
Private Address:	6B Penzance Rd, Mairangi Bay, Auckland				Postcode: 0630
Drivers License No:	BP699344				Contact Phone No: 09 920 1060
Full Name:					D.O.B:
Private Address:					Postcode:
Drivers License No:					Contact Phone No:
Trade References (NB: Utility companies, Financial Institutions or Personal References are not acceptable)					
Company Name:					Contact Phone No:
1.					
2.					
3.					

Note: If your business is new or does not have six months of trading history, please complete our guarantee & indemnity form.

Site Details	Site Name			
	Site Address			
	Suburb	City	Post Code	
	Site Contact	Phone	Mobile Phone	
	Site Instructions			

and Charges

Equipment (Front Load and Wheelie Bin)			Extras		Charges Excluding GST			Collection Day							Cycle				
Bin Type	Size	Quantity	Wheel	Lock	Service Rate	Monthly Rental	Other	M	T	W	T	F	S	S	1W	2W	3W	4W	RI
Frontload	1.5m3	4	✓		\$ 51.50	\$ 40.00	\$ 0.00												
Frontload	3m3	2	✓		\$ 27.50	\$ 40.00	\$ 0.00												
					\$	\$	\$												
					\$	\$	\$												

Equipment (Gantry Bins, Hook Bins, other services)			Charges Excluding GST			
Bin Type	Size	Service Rate	Tonnage Rate	Daily / Monthly Rental (select one)		Other
		\$	\$	\$		\$
		\$	\$	\$		\$
		\$	\$	\$		\$

Term	Service Start Date	Notes:	Service start date begins when bins are delivered to site.
	Contract Term Agreed	3 years	One off \$90.00 bin delivery charge applies for the delivery of all bins to site.

Acceptance	I agree that the information recorded within this service and account agreement is true and correct, and that I am authorised to make this application for credit. I have read and understood the terms and conditions insert accompanying this agreement which outlines my obligations to Northland Waste Limited which form part of, and are intended to be read in conjunction with this Service and Account Agreement, and agree to be bound by these terms.		
	Customer	Print Name	Date
	NWL Contact	Print Name Harrison Bissell	Date 2 April 2025

Refer to www.northlandwaste.co.nz for details of our privacy statement

TERMS AND CONDITIONS

1. DEFINITIONS:

The following definitions shall apply to these terms:

- a. **"Agreement"** means this Service and Account Agreement and the terms contained within
- b. **"You"** means the customer, being any person, firm, or corporation outlined in the Agreement
- c. **"Us" and "We"** means Econowaste operating under the legal entity of Northland Waste Limited
- d. **"Bin"** means the waste bin provided by us to you and outlined in the schedule of Service and Charges and any other Bins provided to you from time to time
- e. **"Address"** means the Customer's address outlined on the Agreement and any new address of the Customer
- f. **"Waste Materials"** means your Waste (including recyclable waste) located at the Address other than Excluded Material
- g. **"Excluded Material"** means any material, substances or liquid that is explosive, hazardous, pathological, noxious, illegal, or dangerous, or could be a fire hazard (i.e., lithium batteries) It can also include other material we notify you about during the Term
- h. **"Term"** being the term of the Agreement recorded under clause 2 below

2. TERM:

- a. The initial Term of this Agreement is that recorded under **TERM** on the front page. If neither party terminate the Agreement (as per clauses 8 and 9), then the Agreement will transfer to a month-by-month arrangement unless a further term is agreed by both parties.

3. WE AGREE TO:

- a. Collect and dispose of your Waste Materials at a permitted recycling or refuse disposal facility.
- b. Use reasonable endeavours to collect your Waste Materials on the scheduled day or within a few days of a ring in service.
- c. Collect the Waste Materials with a minimal amount of interference and disruption at your Address.

4. LIMITS TO OUR LIABILITY

- a. We are not liable for any failure to perform our services due to circumstances beyond our reasonable control.
- b. You warrant the surface of any area we are required to drive over are suitable for our vehicles and agree we will not be liable for any damage to the ground surface, including below the surface, except where we are negligent. You must notify us of any sub ground services such as pipes, cables or other fixtures prior to the Term.
- c. We are not liable for any damage or loss of business sustained by you as a result of us not providing the service or you are unable to use the Bin.

5. YOU AGREE TO:

- a. Provide us the opportunity to match a competitor's quote.
- b. Provide us with appropriate access to collect and exchange the Bin during and after the end of this Agreement. The following is considered appropriate access:
 - i. The Bin must be placed on a hard and flat surface with access at least 4 meters wide.
 - ii. Ensure we can access the Bin and the Bin is clear from obstruction from objects like parked vehicles.
 - iii. Ensure Bin placement has no overhead obstructions like powerlines or awnings.
 - iv. Ensure Bin placement does not require us to reverse out to high speed or dangerous roads.
 - v. Ensure Bin remains in the designated area and not moved without our approval.
- b. Place the appropriate Waste Materials in the Bin until removal by us.
- c. Not compact the Waste Materials unless you have been provided a specific compaction Bin.
- d. Keep Waste Materials secure within the Bin by keeping lids closed.
- e. Instruct anyone using the Bin on how to use the Bin safely, specifically how the wheels, lids and locking systems work.
- f. Take reasonable care of the Bin and avoid unnecessary damage to the Bin. We accept fair wear and tear damage will occur to the Bin overtime.
- g. Provide us a health and safety plan/protocol for your Address (if applicable).

6. YOUR LIABILITY

- a. Promptly notify us of any obvious damage to the Bin and where damage has been deliberately or negligently caused by you or a related party to you, then remedy us for any reasonable expenses to repair or replace the Bin. We agree to work in good faith with you to determine whether damage is deliberate or negligent.

7. PRICE VARIATIONS:

- a. The price agreed for the Term will not be adjusted unless required to recover costs imposed by legislation, government schemes or for increasing business costs that we can reasonably justify.
- b. We are entitled to review charges from time to time but where a price variation occurs, we will give you 30 days written notice and details of any such price variation.
- c. If you require a change of Bin location, Bin size, service schedule or other additional services such as reporting, you may incur additional charges. We will quote any charges prior to undertaking the work.
- d. If we are scheduled to empty your Bin and are unable to complete the service through no fault by us, you may be charged 50% of the agreed collection fee.

8. TERMINATION – YOU:

- a. Upon completion of the Term you can terminate the Agreement by providing 30 days written notice.
- b. If you do not accept the price variation and if we cannot resolve the price variation with you, then you can terminate the Agreement by giving us 30 days written notice. You will be required to pay all monies outstanding before the Agreement is

terminated. The Bin will not be removed until such payment is made. Rental for the Bin may be charged if delays in payment of the final account occur.

- c. If you cancel the Agreement before the end of the Term you may pay a Bin removal fee of at least \$80 plus any other outstanding amounts owing under this Agreement.

9. TERMINATION – US:

- a. Upon completion of the Term we can terminate the Agreement by providing you 30 days written notice.
- b. If you fail to pay us when due, we may cancel the Agreement upon 7 days notice to you.
- c. We may terminate this Agreement where you deliberately damage or are negligent with the Bin.
- d. We may terminate this Agreement where you repeatedly place Excluded Material in the Bin or collection of the Bin is a safety issue.
- e. We may terminate this Agreement for reasons where operational challenges make our service unviable by providing you 30 days written notice.

10. PAYMENT:

- a. You agree to pay us the invoiced charges by the 20th day of the month following the date of invoice plus any taxes (including GST) and acknowledge service may be suspended if payment is not received.
- b. During the period of suspension normal charges will apply to cover expenses associated with the overdue payment including but not limited to, interest, administration, legal expenses, and any Bin rental fees.
- c. You agree that we may obtain information about you from any person, including any credit assessment or debt collection agency, for establishing credit worthiness. We reserve the right to revoke your credit limit if payment is not made and require all transactions to be on a cash basis.

11. WEIGHT:

- a. We estimate that each cubic meter of Waste Materials weighs approximately 100 kilograms. Where you exceed this calculation, we reserve the right to on-charge an excess weight charge to cover the additional costs of disposal. The additional disposal charges will be that of the nearest disposal facility.
- b. If excessive weights are repeatedly collected, we reserve the right to adjust pricing in consultation with the you to cover for additional weight charges.

12. ALLOWABLE WASTE:

- a. You will use the Bin for the storage of Waste Materials only and will not place any Excluded Material in the Bin.
- b. You will indemnify us and individuals in our company against all claims and damages arising from breach of this clause.

13. TITLE:

- a. We remain owner of the Bin unless purchased by you through a separate agreement.
- b. We own the Waste Materials once removed from your Address. You remain responsible and liable for Excluded Material even when removed from the Address.

14. CONTAMINATION OF THE BIN:

- a. If you contaminate your Bin with Excluded Material it is possible we may collect the Bin which requires us to charge you a contamination fee. We will notify you of any contamination issues as soon as practical. The contamination charge will reflect any costs incurred by us, including but limited to, the Bin, collection vehicle, roads and/or disposal facilities.
- b. If you contaminate your recycling Bin we will attempt to notify you of the issue prior to collection. In some circumstances the Bin may be collected which could result in a contamination charge being applied to reflect the additional costs imposed on us to deal with your contaminated Waste Materials.

15. FORCE MAJEURE:

- a. Neither party will be liable to the other for any failure to perform any of the obligations under this agreement during any period, and to the extent in which such performance is delayed by circumstances beyond its reasonable control and that could not have been avoided by the exercise of reasonable care, including fire, flood, earthquake, war, embargo, riot, epidemic, pandemic or the intervention of any governmental authority. During any of these events we may have to change the frequency or delivery of our Services. The parties will work together to ensure that as an essential service, waste collection continues as far as practical during or after a force majeure event.

16. ELECTRONIC TRANSMISSION:

- a. The electronic transmission of a signed counterpart copy of the Agreement by one party to the other party will be deemed proof of signature of the original and the signed electronic transmission will be deemed an original and may be relied on as contractually binding.

Schedule Four
Body Corporate Budget



Body Corporate Manager

1st Floor Dilworth Building
Cnr Queen St & Customs St, Auckland

Phillip Lockyer Director
B Property

Doug Wilson Senior Body Corporate Manager
B Com

Paul Roux Senior Property Manager
B Com (UCT), ACIS

Phone (09) 307 3721

Fax (09) 307 3747

Email bc@stratatitle.co.nz

www.bodycorporate.co.nz

PO Box 3187, Auckland 1140

"THE WORKSHOPS - MATAKANA"

BODY CORPORATE 607256 BUDGET

FOR THE PERIOD 7 APRIL 2025 TO 6 APRIL 2026

PROPERTY AT 64 MATAKANA VALLEY ROAD, MATAKANA

52 MODERN WORKSPACE UNITS, MANAGER'S OFFICE AND CAFÉ

	NOTES	
Insurance	1	\$56,195
OBL Insurance	2	\$1,585
Valuation	3	\$0
Building WOF, IQP & Compliance Costs	4	\$5,675
Fire Alarm Testing & Maintenance	5	\$1,740
Fire Alarm Monitoring	6	\$845
Stormwater filter & pump maintenance	7	\$9,270
Wastewater pump maintenance	8	\$2,000
Drinking water system & pump servicing & maintenance	9	\$16,170
Roof Wash	10	\$15,390
Building Wash	11	\$10,240
Common Area Electricity	12	\$8,700
Repairs & Maintenance	13	\$5,650
Landscape Maintenance	14	\$9,565
Security	15	\$1,740
Contingency Fund	16	\$5,650
Long Term Maintenance Plan	17	\$0.00
Health & Safety Plan	18	\$0.00
Rubbish & Recycling Collection	19	\$6,960
Administration of the Body Corporate	20	\$15,960
Part Time Building Manager	21	\$46,800
Manager's Premises Rent (Office & OPEX)	22	\$19,130
GST & Income Tax Returns	23	\$1,220
TOTAL (excluding GST)		\$240,485
GST		\$36,073
TOTAL (including GST)		\$276,558
LEVIES ARE ATTACHED AT PAGE 3	24	

NOTES FOR PRELIMINARY BUDGET FOR "THE WORKSHOPS - MATAKANA"

64 MATAKANA VALLEY ROAD, MATAKANA

- 1 **Insurance:** The insurance premium is based on a reinstatement insurance valuation prepared by Opteon Valuers.
- 2 **OBL Insurance:** The insurance premium to cover the liability of body corporate committee members up to \$1,000,000 cover.
- 3 **Valuation:** An updated reinstatement insurance valuation will be obtained in year 2.
- 4 **Building WOF, IQP & Compliance Costs:** An allowance to pay for BWOFF, IQP, backflow preventer inspections for all units and the common backflow preventors and other compliance costs and to issue the annual building Warrant of Fitness.
- 5 **Fire Alarm Testing & Maintenance:** The cost of testing the fire alarm system for the first 12 months after commissioning the fire alarm system is included in the cost of installation. The allowance is to cover any non contract maintenance expenses.
- 6 **Fire Alarm Monitoring:** Cost to connect the fire protection system to the New Zealand Fire Service.
- 7 **Stormwater filter & pump maintenance:** An allowance to maintain the stormwater filters and pumps.
- 8 **Wastewater Pump Maintenance:** An allowance to test and maintain the wastewater pumps.
- 9 **Drinking Water System & Pump Servicing & Maintenance:** An allowance to test and maintain the drinking water infrastructure as required by the Water Services Act 2021 and the Water Services (Drinking Water Standards for New Zealand) Regulations 2022.
- 10 **Roof Wash:** An allowance to pay for the roof to be washed annually.
- 11 **Building Wash:** An allowance to pay for the exterior of the units to be washed.
- 12 **Common Area Electricity:** An allowance to pay for electricity for the common area lighting and pumps.
- 13 **Repairs & Maintenance:** An allowance to cover the cost of any repairs and maintenance required throughout the year that are not covered by other budget items.
- 14 **Landscape maintenance:** An allowance to maintain the common area gardens and landscaped areas.
- 15 **Security:** An allowance for the body corporate to implement whatever security measures it deems to be necessary.
- 16 **Contingency Fund:** An allowance to cover any expenses not covered under other budget items.
- 17 **Long Term Maintenance Plan:** Section 116 of the Unit Titles Act 2010 requires every body corporate to establish and maintain a Long Term Maintenance Plan ("LTMP") for a minimum period of 30 years. The developer will procure and pay for a LTMP to be prepared for the body corporate.
- 18 **Health & Safety Plan:** The Health & Safety at Work Act identifies a body corporate as a 'Person Conducting a Business of Undertaking' which necessitates the body corporate to produce and maintain a Health & Safety Report. The developer will procure and pay for a Health & Safety Report to be prepared.
- 19 **Rubbish & Recycling Collection:** An allowance to pay for the collection of rubbish and recycling from the common area rubbish enclosure.
- 20 **Administration of the Body Corporate:** The administration fee is payable to the Body Corporate Manager for attending to the day to day administration of the body corporate and includes: arranging the annual general meeting, issuing levy notices to owners, collecting levies, paying invoices on behalf of the body corporate, supervising service contracts, arranging the body corporate's insurance, reporting to the committee and so on.
- 21 **Part Time Building Manager:** An allowance for a part time building manager to visit the development to ensure that the common areas are maintained to a high standard.
- 22 **Manager's Premises Rent (Office & OPEX):** An allowance to pay for the rent and OPEX for the building manager to operate from.
- 23 **GST Returns:** The body corporate will be registered for GST. An allowance has been provided to pay for six monthly GST returns to be filed.
- 24 **Levies:** The levy shown for each unit has been calculated by multiplying the Utility Interest which is the same as the Ownership Interest (i.e. the relative value of each unit compared to all other units) for each unit by the total budget to derive the levy.
- 25 **Disclaimers:** This is a preliminary budget which has been prepared in advance on the basis of information supplied. The budget items have been estimated based on expenses incurred in other similar buildings. The actual expenses may vary from these estimates. The estimates are based on the current market which could differ between now and when the complex is actually completed. These costs exclude general rates which are billed directly to owners by Council.

THE WORKSHOPS - MATAKANA"

LEVIES (see note 21)

UNIT NO.	Ownership/ Utility Interest (%)	BODY CORPORATE LEVY
1	2.09%	\$5,780.06
2	1.82%	\$5,033.36
3	1.79%	\$4,950.39
4	1.87%	\$5,171.63
5	1.62%	\$4,480.24
6	1.82%	\$5,033.36
78	3.21%	\$8,877.51
8	1.59%	\$4,397.27
9	1.62%	\$4,480.24
10	1.54%	\$4,258.99
11	3.05%	\$8,435.02
12	1.60%	\$4,424.93
13	1.72%	\$4,756.80
14	1.65%	\$4,563.21
15	3.14%	\$8,683.92
16	1.87%	\$5,171.63
17	2.02%	\$5,586.47
18	2.19%	\$6,056.62
19	1.44%	\$3,982.44
20	1.44%	\$3,982.44
21	3.26%	\$9,015.79
22	2.29%	\$6,333.18
23	2.54%	\$7,024.57
24	1.96%	\$5,420.54
25	1.99%	\$5,503.50
26	1.81%	\$5,005.70
27	1.84%	\$5,088.67

UNIT NO.	Ownership/ Utility Interest (%)	BODY CORPORATE LEVY
28	1.51%	\$4,176.03
29	2.11%	\$5,835.37
30	2.05%	\$5,669.44
31	3.15%	\$8,711.58
32	2.07%	\$5,724.75
33	2.28%	\$6,305.52
34	1.25%	\$3,456.98
35	1.25%	\$3,456.98
36	1.67%	\$4,618.52
37	1.57%	\$4,341.96
38	1.42%	\$3,927.12
39	1.51%	\$4,176.03
40	1.80%	\$4,978.04
41	1.43%	\$3,954.78
42	1.43%	\$3,954.78
43	2.17%	\$6,001.31
44	2.17%	\$6,001.31
45	1.43%	\$3,954.78
46	1.43%	\$3,954.78
47	1.43%	\$3,954.78
48	1.43%	\$3,954.78
49	1.43%	\$3,954.78
50	2.17%	\$6,001.31
51	2.17%	\$6,001.31
52	1.36%	\$3,761.19
53	1.08%	\$2,986.83
54	0.45%	\$1,244.51
Total	100.00%	\$276,558

Schedule Five
Insurance Coverage Summary and Certificate



Level 17, Vero Centre
48 Shortland Street, Auckland 1010
howdeninsurance.co.nz

Insurance Quotation for Body Corporate 607256

27 February 2025

Situation of Risk	64 Matakana Valley Road, Matakana
Renewal Period	Inception for 12 Months
Property Description	51 x Industrial Units
Replacement Value 2025 – 2026	\$30,340,000 + GST Valuation Dated – 12 February 2025
Claims costs paid – excluding GST	Nil

The premiums quoted below include the following Compulsory Government Levy charges which are calculated in accordance with the Guidelines provided:

- Fire & Emergency NZ Ltd (previously known as Fire Service Levy)
- Earthquake Commission (EQC)

Total Government Levies including GST for this year is \$29,859.70

Quotes provided below are valid for 60 days from 27 February 2025

Please note if there is any Developer Invoices before the Body Corporate comes on, the Developer's premium will be required to be paid with 7 working days.

Insurer Quotes Provided 2025 – 2026	Excess Structure	Quoted Premium
NZI, a business division of IAG New Zealand Limited 	<u>Option 1</u>	<u>Option 1</u>
	\$1,000 All Claims	\$69,735.06
	\$2,500 for Theft (no evidence of forced entry)	Including GST
	\$10,000 for Landslip/Subsidence	
	Earthquake – 2.5% of Material Damage Sum Insured, Minimum \$2,500	
	<u>Option 2</u>	<u>Option 2</u>
	\$2,500 All Claims, except	\$66,325.14
	\$10,000 for Landslip/Subsidence	Including GST
	Earthquake – 2.5% of Material Damage Sum Insured, Minimum \$2,500	
	NO Business Interruption Cover has been included	
	Terms Subject to	
	No Woodworking or Hot Works Occupations	
	NZI Material Damage END Commercial Cooking (11-24) applies	
Dual New Zealand Limited 	\$500 All Claims, except	\$95,487.73
	\$1,000 for Burglary & Malicious Damage	Including GST
	\$2,500 for Theft (no evidence of forced entry)	
	\$5,000 for Landslip/Subsidence	
	Earthquake – 2.5% of Material Damage Sum Insured, Minimum \$2,500	
	NO Business Interruption Cover has been included	

The above quotes provided are ALL SUBJECT TO:

- No New Claims prior to Renewal
- No Housing New Zealand, Kainga Ora, Emergency or Transitional Housing – unless noted in the Property Description (page 1) or specifically noted under the Insurer Quotes above
- Please Remember to advise us of any long-term Air BnB/Short Term Accommodation usage
- The presence of any of the above could change the premium/levy calculation and/or excess structure

FENZ Levy Increase effective 1 July 2024

The rate has increased from 0.106% to 0.1195% + GST.

For residential house risks, the levy increased from \$109.00 to \$119.50 + GST per house/unit/apartment.

Market Notes

Coming off the Auckland Floods and Cyclone Gabrielle, all insurers across all risks are increasing premiums/rates regardless of whether the clients have claimed or not.

Standard increases are starting at 20% through to 40% for those that have had claims costs in the last 12 months.

In addition to increases, all insurers are taking a much more conservative approach to underwriting risks and we are seeing over and over again them declining more risks and being way more cautious in their approach.

Recommendation

Utilising this 'balanced scorecard' approach for a review of the Insurer quotations, provides a weighted assessment of all the relevant factors for each Insurer that has quoted.

Our recommendation is **NZI** for the next insurance year.

Factors	Weighting	NZI		DUAL	
		Score	w/a	Score	w/a
Cover	40%	3	1.2	3	1.2
Premium	35%	4	1.4	3	1.05
Financial Rating	10%	4	0.4	3	0.3
Excess	10%	3	0.3	4	0.4
Existing Insurer	5%	0	0	0	0
Total Score			8.25		7.375

Office Bearers Liability

This Policy covers the Chairperson, Committee Members and Bodies Corporate/Entity for their legal liability and associated defence costs for Wrongful Acts (as defined within the policy) arising from their Bodies Corporate duties.

Definition of wrongful act

Any actual or alleged act, error, omission, breach of duty, breach of trust, breach of authority, misstatement or misleading statement by the Insured Person(s) while acting in their capacity as Insured Person(s) performing the Activities.

Chubb Insurance New Zealand Limited	Limit of Indemnity	Quoted Premium Including GST
CHUBB®	\$1,000,000 Any one Claim and in the aggregate	\$1,822.75
	\$2,000,000 Any one Claim and in the aggregate	\$2,351.75
	\$5,000,000 Any one Claim and in the aggregate	\$3,950.25
Standard and Poor's AA- Rating (Very Strong) Please see full details below	Excess \$1,000 All Claims	
	Subject to receipt of a fully completed Office Bearers Liability Declaration prior to renewal date.	
Extensions	• Unlimited Retroactive Date • Bodies Corporate/Entity Liability to the Limit of Indemnity • One Automatic Reinstatement of Limit of Indemnity • Liability of an Insured Persons Spouse • Liability of an Insured Person's Estate, Heir or Legal Representative • Advancement of Defence Costs • Investigations, Inquiries, Prosecutions (Criminal or Otherwise) • Continuous Cover • Discovery Period • Loss of Documents • Libel & Slander • Intellectual Property – Unintentional breaches • Work Health and Safety Defence Costs – Limit to \$250,000 • Costs In Addition with respect to a Section 9 Charge – Limited to 10%	

Significant Exclusions	• Fraud or Dishonesty & Personal Profits • Retroactive Date • Prior Matters • Insured versus Insured • Pollution • Asbestos • Bodily Injury • Property Damage • Contractual Undertaking • Consequential Losses • Employment Contract Liability • Professional Services • Controlling Interest • Territorial Scope • Medical • Legal • Terrorism • Insolvency • Outside Directorship • Reciprocal Enforcement of Judgments
Amendments	• Communicable Disease Exclusion – Failure to Follow Protocols • Automatic Reinstatement • Contractual Undertaking Exclusion – only applies to the Insured Entity • Cladding Exclusion – Non Compliant Building Materials and Processes • Failure to Maintain Exclusion does not apply if the property has been insured for its full insurable value for the last twelve months

Insurer Financial Strength Ratings

AIG New Zealand Limited	A	Standard & Poor's
Delta Insurance NZ Limited	AA-	Standard & Poor's
Ando Insurance Group	A-	AM Best
Chubb Insurance New Zealand	AA-	Standard & Poor's
NZI, a business division of IAG New Zealand Limited	AA-	Standard & Poor's
QBE Insurance (Australia) Limited (NZ Branch)	A+	Standard & Poor's
Vero Insurance New Zealand Limited	A+	Standard & Poor's
Dual New Zealand	AA-	Standard & Poor's
Zurich New Zealand	A+	Standard & Poor's
360 Commercial Limited	A	Standard & Poor's
Insurance Underwriter New Zealand	AA-	Standard & Poor's

The following is an explanation of the Rating:

Standard & Poor's

AAA	Extremely Strong
AA	Very Strong
A	Strong
BBB	Good
BB	Marginal
B	Weak
CCC	Very Weak
CC	Extremely Weak
SD	Selective Default
D	Default
R	Regulatory Supervision
NR	Not Rated

AM Best

A++, A+	Superior
A, A-	Excellent
B++, B+	Fair
C++, C+	Marginal
C, C-	Weak
D	Poor
E	Under Regulatory Supervision
F	In Liquidation
S	Suspended

Ratings from "A" to "C" also may be enhanced with a "++" (double plus), "+" (plus) or "-" (minus) to indicate whether credit quality is near the top or bottom of the category.

The ratings from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

The rating scale above is in summary form.

A full description of this rating scale can be obtained from www.standardandpoors.com.

Outlook

Positive

Negative

Stable

Definition

Indicates possible rating upgrade due to favourable financial/market trends relative to the current rating level.

Indicates possible rating downgrade due to unfavourable financial/market trends relative to the current rating level.

Indicates low likelihood of a rating change due to stable financial/market trends.

Bodies Corporate - Claim Procedures

Please complete the claim form and return (see contact details below) along with any supporting documentation including photos and quotes to repair/replace, plus any other reports where applicable.

It is in your best interests to return the completed claim form as soon as possible so the claim can be lodged and claim number allocated and then the other documentation can follow if required.

Once received we will forward to the Insurer for their consideration and let you know if an Assessor is required. An Assessor is appointed based on the type and extent of damage and depends on what the excess level will be for the type of claim being lodged.

Please note:

- For us to provide a claim number, we require the fully completed claim form to be returned so we can lodge with your Insurer who will issue the claim number, and
- Your excess applies to every claim and if recovery is an option, it will only be reimbursed after recovery is successful.

Water leaks

If your claim involves leaking plumbing/roof, you need to arrange for a Plumber/Builder straight away to locate and fix the leak to stop additional damage from occurring. Knowing the cause of the leak is essential for the Insurer's to determine if the resultant damages are covered or not.

Please provide the Plumber's invoice so the cause can be confirmed.

If you have wet carpet, ceilings/gib board etc, in the first instance please arrange for someone to come and remove the water and start the drying process. The likes of Chem-Dry or Jaes are recommended. Until the drying process is complete, the full extent of the damages will not be known.

Glass breakages

If your claim involves glass breakage and it causes a security issue, please ensure photos are taken to support your claim and arrange for replacement as soon as possible.

Please return the claim form, along with photos and invoice.

Malicious damage, break ins/burglary and theft

Please ensure these situations are reported to the Police as soon as possible and that the Police File Number or Acknowledgement Slip is included when the claim form and other supporting documentation is returned.

Your Howden Service Team

Please ensure your Bodies Corporate Number is in the subject line of your email



Rebecca Redford
Senior Associate

M +64 (21) 733 586
E rebecca.redford@howdengroup.com

[Broker disclosure statement](#)



Lisa Russell
Associate - Support

M 09 358 7236
E lisa.russell@howdengroup.com

[Broker disclosure statement](#)



Neha Manhas
Associate - Claims

M 09 802 4094
E neha.manhas@howdengroup.com

[Broker disclosure statement](#)

T +64 9 200 3530
E broking.nz@howdengroup.com

www.howdeninsurance.co.nz

© Copyright 2024 Wallace McLean Limited NZBN: 9429036674855. The information contained in this document is general in nature and should not be relied upon as advice (personal or otherwise) as your personal needs, financial circumstances and objectives have not been considered. Before deciding whether or not this product is suitable for you, please read and consider the relevant Product Disclosure Statement or contact us on +64 9 200 3530 to discuss your personal needs, objectives and financial circumstances. Howden is a trading name of Howden Insurance Brokers Limited, part of Howden Group Holdings Limited.

Financial Advisor Disclosure Statement



Level 17, Vero Centre
48 Shortland Street, Auckland 1010
[howdeninsurance.co.nz](https://www.howdeninsurance.co.nz)

Who am I?

Name of Financial Adviser	Rebecca Redford	FSP Number 85181
Financial Service Provider	Wallace McLean Limited	FSP Number 39628
Telephone Number	+64 9 358 1407	
Mobile	+64 21 733 586	
Address	Level 17, 48 Shortland Street, Auckland	
Email address	rebecca.redford@howdengroup.com	
Website	www.howdenbroking.co.nz	

This Disclosure Statement was prepared on the 24th November 2023.

Important information

This information will help you choose a Financial Adviser that best suits your needs. It will also provide some useful information about the Financial Adviser you choose and the regulations that exist to protect you.

What sort of Financial Adviser am I?

I am a Registered Financial Adviser (RFA) that gives advice on behalf of Wallace McLean Limited who is a licensed Financial Adviser Provider by the Financial Market Authority of New Zealand (FMA) <https://www.fma.govt.nz/>.

I can give you advice about all types of commercial and domestic insurances. I cannot give you advice on any investment products or any investment linked insurance contracts.

How do Wallace McLean get paid for the financial advice and products that are provided to you?

If you decide to utilise our services and take insurance, the Insurer will pay Wallace McLean Ltd a commission, called Brokerage, based on the amount of the premium. Commissions range between 5 – 10% for Natural Disaster Insurance, 10 – 15% for Motor Insurance and 10 to 25% for other policy types.

Alternatively, Wallace McLean Limited may charge an agreed Service Fee, in lieu of commission (nett of brokerage).

Wallace McLean Limited do not receive commission on the Government Levies including the Fire & Emergency NZ Levy (FENZ) and the Earthquake Commission Levy (EQC) and any taxes (GST).

Wallace McLean may charge a small additional Administration Fee which will be included on our premium invoices. This Administration Fee covers our processing costs.

How do I act with integrity and avoid conflicts of interest?

To ensure that I prioritise your interests above Wallace McLean's, we follow an advice process that ensures recommendations are made based on your best interests. Our recommendations will consider the quantum of the premium, the policy coverage, the insurer's financial strength rating and our experience of the insurer's claims and general service. I complete ongoing training about how to manage conflict of interests and a register of interests is maintained.

You should be aware there are potential conflicts of interest that you may need to take into consideration when you decide to seek and accept financial advice from Wallace McLean Limited or our Advisers. I will make you aware of any known conflicts when giving advice.

Financial Advisor Disclosure Statement



Level 17, Vero Centre
48 Shortland Street, Auckland 1010
howdeninsurance.co.nz

Complaints process

If you have a problem, concern or are dissatisfied with either a product or financial advice service that I have provided and you require action to be taken, please tell Wallace McLean Limited so that we can help to fix the issue. To make a complaint please follow this link www.howdengroup.com/nz-en/complaints-howden-new-zealand which will give details on our complaints process and how to make a complaint.

If you feel your complaint is not resolved to your satisfaction using our complaints process or you are dissatisfied with the response or resolution, you can contact the Financial Services Complaints Ltd (FSCL), which is a dispute resolution scheme of which we are a member.

This service will cost you nothing and is an independent service that will help investigate or resolve the complaint. You can click on this link to find out how to make a complaint to FSCL:
www.fscl.org.nz/complaints/how-make-complaint.

You can contact FSCL at:

Postal Address	PO Box 5967, Wellington 6145	Email	info@fscl.org.nz
Telephone	0800 347 257	Website	http://www.fscl.org.nz/

Our duties to you

As a Financial Adviser, I give financial advice to clients on Wallace McLean Limited's behalf. When giving advice I must:

- Hold a Level 5 New Zealand Certificate in Financial Services.
- Maintain competence, knowledge, and skills for giving financial advice by completing continuing professional development.
- Abide by the Code of Professional Conduct for Financial Services and have ethical behaviour, good conduct and provide client care, available at:
www.mbie.govt.nz/assets/a96d1b4800/code-of-professional-conduct-for-financial-advice-services.pdf
- Listen to you carefully to discover your needs.
- Recommend products or services that meet your needs and explain why.
- Give clear and concise communication.
- Protect your information.
- Give priority to the your interests when giving financial advice.

Who licenses and regulates us?

The Financial Markets Authority. You can report information about us to the Financial Markets Authority at: www.fma.govt.nz/contact/ or email questions@fma.govt.nz but if you want to complain you should use our dispute resolution procedures described under Complaints Process.

Declaration

I, Rebecca Redford declare that, to the best of my knowledge and belief, the information contained in this Disclosure Statement is true and complete and complies with the disclosure requirements in the Financial Markets Conduct (Regulated Financial Advice) Disclosures Amendment Regulations 2020.

Financial Advisor Disclosure Statement



Level 17, Vero Centre
48 Shortland Street, Auckland 1010
[howdeninsurance.co.nz](https://www.howdeninsurance.co.nz)

Who am I?

Name of Financial Adviser	Lisa Russell	FSP Number 635929
Financial Service Provider	Wallace McLean Limited	FSP Number 39628
Telephone Number	+64 9 358 1407	
Address	Level 17, 48 Shortland Street, Auckland	
Email address	lisa.russell@howdengroup.com	
Website	www.howdenbroking.co.nz	

This Disclosure Statement was prepared on the 24th November 2023.

Important information

This information will help you choose a Financial Adviser that best suits your needs. It will also provide some useful information about the Financial Adviser you choose and the regulations that exist to protect you.

What sort of Financial Adviser am I?

I am a Registered Financial Adviser (RFA) that gives advice on behalf of Wallace McLean Limited who is a licensed Financial Adviser Provider by the Financial Market Authority of New Zealand (FMA) <https://www.fma.govt.nz/>.

I can give you advice about all types of commercial and domestic insurances. I cannot give you advice on any investment products or any investment linked insurance contracts.

How do Wallace McLean get paid for the financial advice and products that are provided to you?

If you decide to utilise our services and take insurance, the Insurer will pay Wallace McLean Ltd a commission, called Brokerage, based on the amount of the premium. Commissions range between 5 – 10% for Natural Disaster Insurance, 10 – 15% for Motor Insurance and 10 to 25% for other policy types.

Alternatively, Wallace McLean Limited may charge an agreed Service Fee, in lieu of commission (nett of brokerage).

Wallace McLean Limited do not receive commission on the Government Levies including the Fire & Emergency NZ Levy (FENZ) and the Earthquake Commission Levy (EQC) and any taxes (GST).

Wallace McLean may charge a small additional Administration Fee which will be included on our premium invoices. This Administration Fee covers our processing costs.

How do I act with integrity and avoid conflicts of interest?

To ensure that I prioritise your interests above Wallace McLean's, we follow an advice process that ensures recommendations are made based on your best interests. Our recommendations will consider the quantum of the premium, the policy coverage, the insurer's financial strength rating and our experience of the insurer's claims and general service. I complete ongoing training about how to manage conflict of interests and a register of interests is maintained.

You should be aware there are potential conflicts of interest that you may need to take into consideration when you decide to seek and accept financial advice from Wallace McLean Limited or our Advisers. I will make you aware of any known conflicts when giving advice.

Complaints process

If you have a problem, concern or are dissatisfied with either a product or financial advice service that I have provided and you require action to be taken, please tell Wallace McLean Limited so that we can help to fix the issue.

Financial Advisor Disclosure Statement



Level 17, Vero Centre
48 Shortland Street, Auckland 1010
howdeninsurance.co.nz

To make a complaint please follow this link www.howdengroup.com/nz-en/complaints-howden-new-zealand which will give details on our complaints process and how to make a complaint.

If you feel your complaint is not resolved to your satisfaction using our complaints process or you are dissatisfied with the response or resolution, you can contact the Financial Services Complaints Ltd (FSCL), which is a dispute resolution scheme of which we are a member.

This service will cost you nothing and is an independent service that will help investigate or resolve the complaint. You can click on this link to find out how to make a complaint to FSCL:
www.fscl.org.nz/complaints/how-make-complaint.

You can contact FSCL at:

Postal Address	PO Box 5967, Wellington 6145	Email	info@fscl.org.nz
Telephone	0800 347 257	Website	http://www.fscl.org.nz/

Our duties to you

As a Financial Adviser, I give financial advice to clients on Wallace McLean Limited's behalf. When giving advice I must:

- Hold a Level 5 New Zealand Certificate in Financial Services.
- Maintain competence, knowledge, and skills for giving financial advice by completing continuing professional development.
- Abide by the Code of Professional Conduct for Financial Services and have ethical behaviour, good conduct and provide client care, available at:
www.mbie.govt.nz/assets/a96d1b4800/code-of-professional-conduct-for-financial-advice-services.pdf
- Listen to you carefully to discover your needs.
- Recommend products or services that meet your needs and explain why.
- Give clear and concise communication.
- Protect your information.
- Give priority to the your interests when giving financial advice.

Who licenses and regulates us?

The Financial Markets Authority. You can report information about us to the Financial Markets Authority at: www.fma.govt.nz/contact/ or email questions@fma.govt.nz but if you want to complain you should use our dispute resolution procedures described under Complaints Process.

Declaration

I, Lisa Russell declare that, to the best of my knowledge and belief, the information contained in this Disclosure Statement is true and complete and complies with the disclosure requirements in the Financial Markets Conduct (Regulated Financial Advice) Disclosures Amendment Regulations 2020.

BODIES CORPORATE - MAJOR POLICY COVER/LIMIT/EXTENSION COMPARISON

COVER TYPE	NZI, a business division of IAG New Zealand Limited	VERO Insurance New Zealand Limited	AIG Insurance New Zealand	Chubb Insurance New Zealand Limited	QBE Insurance (Australia) Limited (New Zealand Branch)	Ando Insurance Group Ltd on behalf of The Holland Insurance Company Pty Ltd	Zurich Australian Insurance Limited (New Zealand)
							
Insurer Financial Rating	AA- Strong - Standards & Poor's	A+ Strong - Standards & Poor's	A+ Strong - Standards & Poor's	AA- Very Strong - Standards & Poor's	A Strong - Standards & Poor's	A -Excellent - AM Best	A+ Strong - Standards & Poor's
APPLIES TO ALL UNITS REGARDLESS OF USE							
Margins Clause - The additional sum insured over and above the replacement value sum insured	10% Excluding Natural Disaster perils	25% Including Natural Disaster perils	25% Excluding Natural Disaster perils	10% Excluding Natural Disaster perils	25% Including Natural Disaster perils	25% Excluding Natural Disaster perils	10% Excluding Natural Disaster perils
Gradual Water Damage - Covers Hidden Gradual Damage to the building caused by water leaks from internal water system (meaning pipes) within the apartment	\$5,000 any one Event \$50,000 maximum for all Units	\$5,000 per Unit \$20,000 any one Period of Insurance	\$5,000 per Unit \$25,000 in the Aggregate	\$5,000 per Unit \$50,000 in the Aggregate	\$10,000 per Unit \$50,000 in the Aggregate	\$5,000 per Unit \$50,000 in the Aggregate	\$5,000
Stolen or Lost Keys Cover - The costs of altering locks and replacing keys when access keys are lost or stolen	\$25,000	\$50,000	\$50,000	\$10,000	Included	\$10,000	Included
Unlawful Substances - providing Landlord Obligations below as fully met	Caused by the manufacture, storage or distribution of Methamphetamine \$30,000 for each unit/period including \$250,000 in total for all claims during the annual period Landlord Contents	Contamination caused by the manufacture, supply, storage, possession, distribution or use of any controlled drug as defined in the Misuse of Drugs Act 1975	All loss resulting from the manufacture, storage or distribution of any Controlled Drug as defined in the Misuse of Drugs Act 1975.	Contamination resulting from the manufacture, storage or distribution of any Controlled Drug as defined in the Misuse of Drugs Act 1975.	Contamination resulting from the manufacture, storage or distribution of any Controlled Drug as defined in the Misuse of Drugs Act 1975.	Loss or Damage in connection with the manufacture, storage, distribution or use of any Controlled Drug as defined in the Misuse of Drugs Act	\$50,000 any one loss but limited to \$250,000 any one insurance year

	The following must be complied with for this extension to provide cover: 1.Satisfactory verbal & written references be obtained from all Tenants 2.An internal & external examination be undertaken every 3 months or on change of Tenants. A written record be kept of the outcome of each Inspection.	The following must be complied with for this extension to provide cover: 1.Satisfactory verbal & written references be obtained from all Tenants 2.An internal & external examination be undertaken every 6 months or on change of Tenants. A written record be kept of the outcome of each Inspection.	The following must be complied with for this extension to provide cover: 1.Satisfactory verbal & written references be obtained from all Tenants 2.An internal & external examination be undertaken every 3 months or on change of Tenants. A written record be kept of the outcome of each Inspection.	The following must be complied with for this extension to provide cover: 1. Exercise reasonable care in the selection of tenant(s) by obtaining at least satisfactory verbal or written references; 2. An external & internal inspection of the property every 3 months & upon the change of every tenancy A written record be kept of the outcome of	The following must be complied with for this extension to provide cover: 1.Satisfactory verbal & written references be obtained from all Tenants 2.An internal & external examination be undertaken every 3 months or on change of Tenants. A written record be kept of the outcome of each Inspection.	The following must be complied with for this extension to provide cover: 1.Satisfactory verbal & written references be obtained from all Tenants 2.An internal & external examination be undertaken every 3 months or on change of Tenants. A written record be kept of the outcome of each Inspection.	The following must be complied with for this extension to provide cover: 1.Satisfactory verbal & written references be obtained from all Tenants 2.An internal & external examination be undertaken every 3 months or on change of Tenants. A written record be kept of the outcome of each Inspection.	The following must be complied with for this extension to provide cover: 1.Satisfactory verbal & written references be obtained from all Tenants 2.An internal & external examination be undertaken every 3 months or on change of Tenants. A written record be kept of the outcome of each Inspection.	The following must be complied with for this extension to provide cover: 1.Satisfactory verbal & written references be obtained from all Tenants 2.An internal & external examination be undertaken every 3 months or on change of Tenants. A written record be kept of the outcome of each Inspection.
Landlord Obligations									
Electric Motors/Fusion/Self Ignition - Covers accidental loss to electric motors, switchboards, or electronic locking systems, caused by abnormal electric current	Limited to 10kw	Motors up to 5kw	Motors up to 5kw or \$5,000 if in excess of 5kw	Motors up to 5kw				A written record be kept of the outcome of each Inspection.	A written record be kept of the outcome of each Inspection.
Malicious Damage by Tenants - Covers intentional damage caused by tenants to your unit	\$5,000 per Unit any one loss \$50,000 in total for may one loss and in the period of insurance	Included	Included to the Policy Limit	Included to the Policy Limit				Included to the Policy Limit	Included to the Policy Limit
Machinery Breakdown (applies to Lifts) - Covers the cost of repairing broken machinery; e.g. Lifts and Air Conditioning Units – but does not cover wear and tear	\$20,000 any one event	\$10,000 any one event \$50,000 any one period of insurance	\$10,000 per claim \$20,000 per year	\$20,000				\$10,000 any one event \$10,000 any one period of insurance	\$50,000
(Sudden not Gradual) - Damage to the building and contents, not the land. Please refer to the Earthquake Commission for details of what coverage is	\$500,000	\$250,000	\$100,000	\$500,000				\$500,000	\$250,000
Public Liability	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000				\$10,000,000	\$10,000,000
Statutory Liability	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000				\$1,000,000	\$1,000,000
APPLIES TO ALL RESIDENTIAL USE UNITS									
Loss of Rents – Long Term Tenanted Residential Units - Covers the rent you receive from your tenant under the Tenancy Agreement if the unit becomes uninhabitable as a result of an accepted property claim	\$100,000 per Unit	\$100,000 per Unit	\$100,000 Per Unit	\$100,000 per Unit				\$100,000 per Unit	\$100,000 per Unit
Accommodation – Owner Occupied Units - Covers your reasonable additional living expenses, including boarding out your domestic cat or dog, if the unit becomes uninhabitable as a	\$100,000 per Unit	\$100,000 per Unit	\$100,000 Per Unit	\$100,000 per Unit				\$100,000 per Unit	\$100,000 per Unit

[illegible]

Insurer Financial Strength Rating – Standard & Poors, AA- Very Strong

NZI Material Damage END Commercial Cooking (11-24) applies

Liability

Property Owners Liability	\$10,000,000
Statutory Liability – fines & legal defence costs arising out of breaches of:	\$1,000,000

- | | |
|--|--|
| - The Fair Trading Act 1986 | The Consumer Guarantees Act 1993 |
| - The Resource Management Act 1991 | The Health and Safety in Employment Act 1992 (excluding Fines) |
| - The Building Act 1991 | The Privacy Act 1993 |
| - Any amendment to or re-enactment of these Acts | |

Excess – Commercial Units

Liability Claims	\$500
All claims, except	\$5,000
Landslip/Subsidence	\$10,000

Earthquake Excess – applies to ALL UNITS

	Excess excluding Pre 1935 Building Risks	Excess on Pre 1935 Building Risk
The regions of Auckland, Northland and the Districts of Dunedin City and Clutha	2.5% of the site sum insured	10% of the site sum insured
The rest of New Zealand	5% of the site sum insured	10% of the site sum insured
In all cases, the minimum site sum insured excess is \$2,500.		

UNLAWFUL SUBSTANCES

Definitions: Landlords Obligations

- exercise reasonable care in the selection of tenant(s) by at least obtaining satisfactory verbal or written references; and
- complete an internal and external inspection of the property at a minimum of 3-monthly intervals and upon every change of tenants, and
- keep a written record of the outcome of each inspection, and provide to the Company a copy of the record if requested.

Tenant means the person or persons renting the building(s) from the Insured under a tenancy agreement or commercial lease.

Insurer Financial Strength Rating

In accordance with the Insurance (Prudential Supervision) Act 2010, we are required to provide you with the following information about your Insurer.

Insurer(s) Name	Portion %	Rating Agent	Rating
New Zealand Insurance (IAG)	100	SP	AA-

The rating scale for Standard & Poor's Rating Agency is:

AAA	Extremely Strong	BB	Marginal	SD	Selective Default
AA	Very Strong	B	Weak	D	Default
A	Strong	CCC	Very Weak	R	Regulatory Supervision
BBB	Good	CC	Extremely Weak	NR	Not Rated

Note: The Ratings from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major ratings categories. The rating scale above is in summary form. A full description of this rating scale can be obtained from www.nzi.co.nz

Schedule Six
Contract with Energy Co Limited



7th April 2025

DELIVERED ENERGY AGREEMENT

PARTIES

BODY CORPORATE 607256
The Workshops - Matakana
64 Matakana Valley Road
Matakana
AUCKLAND 0985

AND

ENERGYCO LTD
PO Box 12178
Penrose
AUCKLAND 1642

1. Summary

This is an agreement between the **BC 607256** and **Energyco Ltd (ENG)**, for the supply of water and wastewater services 64 Matakana Valley Road. It sets out the arrangements which have been agreed between the **BC 607256** and **ENG**.

2. Background

Cold water is supplied to the units through individual water meters. These measure the volume of cold water used to each unit.

3. Demarcation Points

The demarcation of the cold water meters is defined as,

- a** The cold water meter and washers, excluding isolation valves and associated pipework.
- b** Electronic water meter module.

4. Responsibilities for Cold Water / Waste Water

It is agreed the **ENG** will carry out the following duties and responsibilities with respect to the supply of cold water.

4.1 Equipment

- a** Replace as required the cold water meters outlined in section 3a of this agreement and will be invoiced to the Body Corporate.
- b** Replace as required the electronic water meter module outlined in section 3b of this agreement and will be invoiced to the Body Corporate.

4.2 Services

- a Maintain a database of customers using cold water.
- b Invoice customers monthly for water and waste on the basis of meter readings.
- c Disconnect the cold water supply to customers who have accumulated debts with **ENG**.
- d Install additional cold water meters if required, common taps, sprinkler system, pool showers etc and will be invoiced to the Body Corporate.

5. Invoicing

- a Cold water invoices are for water and waste that has been used in each unit as metered.
- b Charges for cold water and waste will be the standard tariff set by **ENG**.
- c Tariff percentage increases will reflect any increases in the cost of water and waste for the units and / or other third party costs.
- d A reconnection fee will be charged for reconnecting the cold water supply after disconnection for non-payment of invoices.
- e All charges and invoices will be made to the individual unit owner / tenant, in accordance with the instructions of the Body Corporate.
- f Water and waste water for any common areas will be invoiced to the Body Corporate.
- g Any bad debts accumulated will become the responsibility of the unit owner.

6. Termination

6.1 The Body Corporation may terminate this agreement:

- a If **ENG** fails to carry out its obligations under this agreement and the failure continues for a period of 15 working days after the date that the Body Corporate has given notice to **ENG** specifying the obligations which **ENG** has failed to carry out.

7. Plant ownership on termination

On termination of this agreement, ownership of the cold meters, meter reading equipment remain the property of the Body Corporate.

8. Provision of Data

Energy Co will as and when requested by the Body Corporate, supply the data pertaining to the water metered through each check meter.

9. Review of Pricing

The water, wastewater and daily line charges will be reviewed after six months to ensure that the rates being charged are fair and equitable and may be amended as required.

10. Term of Agreement

This agreement is for an initial term of 1 year. Unless either party notifies the other 4 weeks prior, it will automatically renew for further consecutive periods of 1 year.

Dated the day of 2025

Signed by the said

Energyco Ltd

Director

Presence of:

Signed by the said

Body Corporate 607256

Chairperson

Presence of:

Pricing Schedule Water, Wastewater and Daily Line Charge

Account Bond (Refundable)	\$150.00 (Excludes initial occupants)
Reconnection fee	\$150.00
Water per kL	\$0.30 + GST
Waste Water per kL	\$6.90 + GST
Daily Line Charge (maintenance)	\$0.50 + GST

Rebate to Body Corporate 607256

ENG will rebate to the Body Corporate on a quarterly basis:

1. \$5.75 plus GST per kL for wastewater invoiced through the check meters (these funds will be used to pay waste water charges to Watercare); and
2. \$0.25 plus GST per kL for water invoiced through the check meters (these funds will be used to purchase bulk water deliveries as required); and
3. \$0.50 per unit daily line charge recovered from the bill payer (these funds will be used to offset some of the body corporate's testing and maintenance costs associated with the drinking water system).
4. The rebates referred to in 1, 2 and 3 above will be deposited into Strata Title Administration Ltd's ASB Bank trust account 12 3011 0321321 01 solely for the benefit of Body Corporate 607256.

Note: Any surplus funds accumulated by Body Corporate 607256 from receiving the rebates set out in 1, 2 and 3 above will be retained for the sole benefit of Body Corporate 607256.

Back Flow Testing

A per back flow preventor charge of \$75.00 + GST if requested by the body corporate.

Schedule Seven

Deed of Indemnity

Dated

2025

Parties

BENJAMIN LEWIN DEARLOVE

Ben

BODY CORPORATE 607256

Body Corporate

DEED OF INDEMNITY

Contents

	Page
1 DEFINITIONS	1
2 INDEMNITY FOR COSTS IN PROCEEDINGS	2
3 INDEMNITY FOR LIABILITIES INCURRED	2
4 LIMITATION OF INDEMNITY FOR LIABILITIES INCURRED	2
5 RESIGNATION	3
6 NOTICES	3
7 SEVERABILITY.....	4
8 GOVERNING LAW.....	4

THIS DEED dated the _____ day of April 2025

Parties

- 1 **BENJAMIN LEWIN DEARLOVE** of Auckland, Company Director (Ben)
2 **BODY CORPORATE 607256** at Auckland (Body Corporate)

Background

- | | |
|---|--|
| A | The Body Corporate has appointed Ben as Chairperson of the Body Corporate and as the sole Committee Member of the Body Corporate Committee. |
| B | Ben has accepted appointment as Chairperson and Committee Member on the basis that the Body Corporate indemnifies him in terms of this Deed. |

The Parties Agree:

1 Definitions

In this Deed:

Act means the Unit Titles Act 2010 and includes any modification or re-enactment thereof.

Body Corporate means Body Corporate 607256 relating to 64 Matakana Valley Road, Matakana.

Body Corporate Committee has the same meaning as in the Act.

Body Corporate Documents means all papers and documents in tangible or electronic form provided to Ben in his capacity as Chairperson or Committee Member during his term of office as Chairperson or Committee Member, whether for the purposes of Body Corporate meetings, Body Corporate Committee meetings or otherwise, and includes:

- (a) all documents referred to in those documents; and
- (b) any other records in the possession of, or belonging to, the Body Corporate, which are relevant in relation to the defence of any claim made or proceeding brought against Ben for any act or omission in relation to his capacity as Chairperson or Committee Member, to which Ben is, or would have been, entitled to have access to and inspect in his capacity as Chairperson or Committee Member.

Chairperson has the same meaning as in the Act.

Committee Member has the same meaning as in the Regulations.

Indemnities means the indemnities under clauses 2 and 3.

Operative Date means 8 April 2025.

Regulations means the Unit Title Regulations 2011 and includes any modification or re-enactment of those regulations.

2 Indemnity for Costs in Proceedings

Subject to this Deed, the Body Corporate will indemnify Ben, both while he is the Chairperson and Committee Member and after he has ceased to be Chairperson and Committee Member, against any costs that he incurs in any proceeding:

- 2.1 that relates to liability for any act done or omission made by him after the Operative Date in his capacity as Chairperson or Committee Member of the Body Corporate; and either
- 2.2 in which he is acquitted, or has judgment given in his favour, or which proceedings are discontinued.

3 Indemnity for Liabilities Incurred

In addition to the indemnities set out elsewhere in this Deed, the Body Corporate will indemnify Ben, both while he is Chairperson and Committee Member and after he has ceased to be Chairperson and Committee Member, against:

- 3.1 any liability he incurs to any person for any act done or omission made by him after the Operative Date in his capacity as Chairperson or Committee Member; and
- 3.2 all costs he incurs in defending or settling any claim or proceeding relating to such liability.

4 Limitation of Indemnity for Liabilities Incurred

The Indemnity under clause 3 does not extend to:

- 4.1 any liability of Ben arising out of or in connection with his:
 - 4.1.1 gross negligence or wilful default;
 - 4.1.2 wilful or negligent failure to comply with any express instructions properly given by the Body Corporate;
 - 4.1.3 deliberate action outside the scope of his delegated authority;
- 4.2 criminal liability;
- 4.3 any other liability for which the giving of any indemnity is prohibited by law.

5 Resignation

- 5.1 Ben shall be entitled to resign as Chairperson of the Body Corporate at any time. The Company will take all necessary steps required by it to give effect to Ben's resignation immediately following receipt of Ben's notice to the Body Corporate of his resignation.
- 5.2 Ben shall be entitled to resign as Committee Member of the Body Corporate at any time. The Body Corporate will take all necessary steps required by it to give effect to Ben's resignation immediately following receipt of Ben's notice to the Body Corporate of his resignation.
- 5.3 The resignation will not affect Ben's right to be indemnified under clause 2 or clause 3 for any otherwise indemnified liability in respect of an act or omission before the date of termination.

6 Notices

- 6.1 Any notice or other communication given under this Deed to a party shall be in writing addressed to that party at the address or facsimile number from time to time notified by that party in writing to the other party. For notification purposes, the current addresses and facsimile numbers of the parties are as follows:

Benjamin Lewin Dearlove

c/- Glaister Keegan
 Barristers and Solicitors
 18 High Street
 Auckland
 Facsimile: (09) 356 8244

Body Corporate 607256

c/- Strata Title Administration Limited
 Level 1, Dilworth Building
 Corner Queen Street and Customs Street
 Auckland
 Facsimile: (09) 307 3747

- 6.2 Delivery may be affected by hand, by post with postage prepaid, or by facsimile:
 - 6.2.1 a notice or other communication delivered by hand shall be deemed to have been received at the time of delivery;
 - 6.2.2 a notice or other communication delivered by pre-paid post shall be deemed to have been received on the 2nd day after posting; and
 - 6.2.3 a notice or other communication sent by facsimile shall be deemed to have been received on the date after the date of transmission.

7 Severability

If a court or administrative body decides that part of this Deed is illegal, void or cannot be enforced, that decision will not make the rest of this Deed invalid.

8 Governing Law

This Deed shall be governed by and construed in accordance with New Zealand Law.

Executed as a Deed

SIGNED by BENJAMIN LEWIN DEARLOVE)
in the presence of)

Benjamin Lewin Dearlove

Witness's Signature

Name

Occupation

Address

SIGNED by BODY CORPORATE 607256 by)
its chairperson in the presence of)

Benjamin Lewin Dearlove, Chairperson

Witness's Signature

Name

Occupation

Address

Schedule Eight

Service Contract with Active Property Services Limited

Dated

2025

Parties

BODY CORPORATE 607256

Body Corporate

ACTIVE PROPERTY SERVICES LIMITED

Estate Manager

**AGREEMENT TO APPOINT ESTATE
MANAGER FOR THE WORKSHOPS
MATAKANA**

Contents

		Page
1	DEFINITIONS AND INTERPRETATIONS	1
2	APPOINTMENT.....	2
3	TERM.....	2
4	ESTATE MANAGER’S COMMERCIAL PACKAGE	2
5	FEE REVIEW	3
6	DUTIES OF THE ESTATE MANAGER.....	3
7	APPOINTMENT OF MANAGER	3
8	ADDITIONAL SERVICES	3
9	EXPENDITURE BY THE ESTATE MANAGER AND REIMBURSEMENT OF EXPENSES.....	4
10	ACCIDENT COMPENSATION AND TAX LIABILITIES	4
11	ASSIGNMENT	4
12	INABILITY TO PERFORM DUTIES.....	4
13	CONFIDENTIALITY	5
14	TERMINATION	5
15	SERVICES OF NOTICES	6
16	DELAY IN PAYMENT	7
17	ESTATE MANAGER TO SUPPLY RECORDS AND INFORMATION	7
18	ESTATE MANAGER NOT LIABLE FOR LOSS THROUGH BREACH OF RULES	7
19	INDEMNITY.....	7
20	FORCE MAJEURE	8
21	SERVICE CONTRACT.....	8
22	SETTLEMENT OF DISPUTES	8
23	BODY CORPORATE MEETINGS	9
	SCHEDULE A	10
	Estate Manager Duties	10
	SCHEDULE B	14
	Estate Manager Role and Responsibilities	14

This Agreement is dated the day of 2025

Parties

- 1 **BODY CORPORATE 607256** (North Auckland Registry) (**Body Corporate**)
- 2 **ACTIVE PROPERTY SERVICES LIMITED** (Company Number 1836688) at Auckland (**Estate Manager**)

Background

- A The Body Corporate wishes to appoint an Estate Manager to assist in the supervision, maintenance and management of the Body Corporate in respect of the buildings and improvements situated on the Land at 64 Matakana Valley Road, Matakana known as The Workshops Matakana (the **Building**).
- B The Body Corporate's contract with the Estate Manager is to include the provision of equipment (if any) and premises and an obligation on the Estate Manager to engage appropriate staff. The Manager is to work from the Estate Manager's premises.
- C The Body Corporate will provide Premises for the use by the Estate Manager and its Manager, staff and contractors.
- D This Agreement replaces any existing arrangements between the parties as from the Commencement Date.

The Parties Agree:

1 Definitions and Interpretations

Agreement means this agreement including the Background and any schedules hereto.

Authority means any corporation, including any government, local, territorial, statutory or non-statutory authority or body having jurisdiction over the Building and the Land.

Body Corporate Representative means the person appointed from time to time by the Body Corporate to liaise with the Estate Manager for the purposes of this Agreement.

Commencement Date means 8 April 2025.

Common Property means all parts of the Land and/or the Building as shown on the Unit Plan as being the common property and not part of a Unit, decks, garden, grounds, yard, patio, paved areas or privately owned carpark.

Industry Best Practice means, in relation to the Building Manager's performance of its duties under this Agreement, the exercise of the skill, diligence, prudence, foresight and judgement which would be expected from a highly skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances, applying the best standards and practices currently applied in the property management industry.

Land means the land which is the subject of the Unit Plan.

Landlord means Northwick Park Trustee Limited as trustee of the Northwick Park Trust.

Lease means the deed of lease between the Landlord as landlord and the Body Corporate as tenant for the Premises dated 7 April 2025.

Management Fee means the fees payable to the Estate Manager under clause 4.

Manager means the individual(s) appointed by the Estate Manager under clause 7.

Premises means Principal Unit 54 on DP 607256 contained in Record of Title 1196926.

Renewal Date means each Annual General Meeting (**AGM**) date excluding any AGM during the initial term.

Term means an initial term of two (2) years commencing on 8 April 2025 and ending on 7 April 2027 and thereafter as provided in clause 3.2.

Unit Plan means Unit Plan 607256 (North Auckland Land Registry).

Units means principal units and accessory units on the Unit Plan and each of them is referred to as "Unit".

2 Appointment

The Body Corporate hereby appoints the Estate Manager to act as manager of the Building and to carry out the duties set out in Schedule A in consideration of the payments to be made in this Agreement, and the provision of the Premises by the Body Corporate for the use by the Estate Manager, and the Estate Manager hereby accepts the appointment.

3 Term

- 3.1 This Agreement will continue for an initial term of two (2) years from the Commencement Date and thereafter in accordance with clause 3.2.
- 3.2 At the expiry of the Term, and each subsequent term, the appointment of the Estate Manager is deemed to have been renewed for a further term of two (2) years unless notice of termination is given to the Estate Manager 30 days before the expiry of each relevant term (in which case, this Agreement will terminate at expiry of that term).

4 Estate Manager's Commercial Package

Save as otherwise provided in this Agreement, the Estate Manager shall be entitled to the following payments as remuneration for its services:

- 4.1 A fee of \$46,800.00 per annum plus GST payable in monthly instalments of \$3,900.00 plus GST, or such higher amount as the Body Corporate may resolve;
- 4.2 That the fee payable be CPI adjusted annually as per the Reserve Bank of New Zealand on the anniversary of this Agreement; and

- 4.3 The Premises designated for occupation by the Estate Manager.

5 **Fee Review**

The Management Fee is to be subject to adjustment on the Renewal Date as agreed by the parties.

6 **Duties of the Estate Manager**

- 6.1 The Estate Manager shall perform the duties listed in Schedule A and shall ensure that such duties are performed in accordance with Industry Best Practice.
- 6.2 The Body Corporate acknowledges that the Estate Manager's role is as manager of the Building which includes overseeing the management and maintenance of the Building, including standard cleaning of the common property, including grounds but excluding landscaping. It does not include domestic dispute resolution between parties.

7 **Appointment of Manager**

- 7.1 The Estate Manager shall appoint the Manager to carry out the duties specified in this Agreement on the following basis:
- 7.1.1 The contract of service of such Manager shall not involve the Body Corporate as a party;
 - 7.1.2 The contract of service expressly acknowledges that the Manager's use of the Premises is commercial in nature and the provisions of the Residential Tenancies Act 1986 do not apply; and
 - 7.1.3 The Estate Manager ensures that the Manager is aware of their obligations under this Agreement.
- 7.2 The Estate Manager may appoint employees to carry out the duties specified in this Agreement on the following basis:
- 7.2.1 The appointees are employees of the Estate Manager;
 - 7.2.2 Individual appointments are subject to the terms of this Agreement and the Estate Manager ensures that the employees are aware of their obligations under this Agreement; and
 - 7.2.3 Use of the Premises is commercial in nature and the provisions of the Residential Tenancies Act 1986 do not apply.

8 **Additional Services**

- 8.1 Notwithstanding any other provision in this Agreement related to the remuneration of the Estate Manager, where the Body Corporate seeks advice or additional services from the Estate

Manager it shall be entitled to charge at such rates of remuneration or commission as are mutually accepted by prior agreement between the parties or otherwise at a market rate. Where the Estate Manager is required to assist with after hour call outs, emergency events or any other event at the Building not covered by the Management Fee the Estate Manager shall be entitled to charge on the basis of a set fee or time and attendance as the case may be.

9 Expenditure by the Estate Manager and Reimbursement of Expenses

- 9.1 The Body Corporate agrees to indemnify and save the Estate Manager harmless against liability for any expenditure incurred by the Estate Manager on behalf of the Body Corporate.
- 9.2 Reimbursement of out of pocket expenses and other costs incurred by the Estate Manager for the purpose of obtaining goods and services to be used in the performance of the duties specified in this agreement shall be charged and paid by the Body Corporate in addition to the remuneration provided in clause 4 above.

10 Accident Compensation and Tax Liabilities

- 10.1 The Estate Manager undertakes to comply with and pay all dues levied by the Accident Rehabilitation and Compensation Corporation or its successor.
- 10.2 The Estate Manager shall at all times during the term of this Agreement be registered for the purposes of the Goods and Services Tax Act 1985.

11 Assignment

- 11.1 The Estate Manager shall not assign its interest under this Agreement or any part thereof without first obtaining the prior written consent of the Body Corporate. In giving such consent, the Body Corporate shall have a sole, absolute and unfettered discretion if the assignee is not financially sound and experienced in building management, except that the Body Corporate shall not refuse consent to such as assignment where the assignee is an associated company of the Estate Manager and where the Estate Manager guarantees performance by such assignee. Any change or re-arrangement in the beneficial ownership of the shareholding of the Estate Manager or any alteration in its Constitution or in any shareholders' agreement having the effect of altering the effective control of the Estate Manager shall be deemed a proposed assignment of the Estate Manager's interest under this Agreement and shall require the consent of the Body Corporate in terms of this clause.
- 11.2 Immediately upon assignment of this Agreement by the Estate Manager in accordance with clause 11.1, the Estate Manager shall vacate and deliver up the Premises to the Body Corporate.

12 Inability to Perform Duties

- 12.1 If the Manager is unable to perform the duties because of accident or illness the Estate Manager shall notify the Body Corporate as soon as is reasonably possible.

- 12.2 Where the Manager is unable to perform the duties because of accident or illness the Estate Manager shall engage another person or persons to perform the duties provided that:
- 12.2.1 It first obtains the approval of the Body Corporate to the engagement of the person or persons whom it proposes to engage, provided further that the approval shall not be unreasonably withheld; and
 - 12.2.2 This Agreement shall apply according to its tenor to the person or persons engaged to perform the duties, with such modifications as may be necessary.
- 12.3 The Estate Manager has the right to stop all communication with an owner or occupier who is conducting themselves in a bullying abusive nature.

13 Confidentiality

- 13.1 During the term of this Agreement or at any time thereafter the Estate Manager shall neither directly nor indirectly disclose to any person, whether incorporate or not, any of the Body Corporate's confidential information except where the disclosure is necessary in order to carry out the duties under this Agreement, or except where the Body Corporate has expressly authorised such disclosure.
- 13.2 During the term of this Agreement or at any time thereafter the Estate Manager shall neither directly nor indirectly attempt to use any of the Body Corporate's confidential information except where such use is necessary in order to carry out the duties under this Agreement, or except where the Body Corporate has expressly authorised such use, and the Estate Manager will ensure that, likewise, the Manager shall neither directly or indirectly attempt to use any of the Body Corporate's confidential information.
- 13.3 The Estate Manager shall observe the requirements of the Privacy Act 2020 and such amendments as may from time to time be in force in respect of personal information the Estate Manager obtains in the course of carrying out the duties under this Agreement.

14 Termination

- 14.1 This Agreement may be terminated by the Body Corporate by notice in writing to the Estate Manager upon the happening of any one of the following events:
- 14.1.1 Upon the giving of three (3) months' notice in writing in the event that the parties do not agree to an extension of this Agreement in accordance with clause 3;
 - 14.1.2 If either of the Estate Manager or Manager shall be guilty of gross misconduct or negligence in the performance of the duties hereunder;
 - 14.1.3 If the Estate Manager is liquidated, wound up (other than for the purpose of amalgamation or restructuring) or has a receiver appointed or if the Estate Manager or Manager is convicted of any indictable criminal offence;
 - 14.1.4 If the Estate Manager has failed to duly and punctually perform any of the conditions and obligations contained in this Agreement and such failure shall have continued for a period of 30 days after the Body Corporate has served upon the Estate Manager

written notice of the particular conditions and obligations which the Estate Manager has failed to perform and keep;

- 14.1.5 Upon the Landlord under the Lease terminating the Lease of the Premises in which case this Agreement will be determinable by the Body Corporate at any time after the Body Corporate receives notice of termination from the Landlord; and
- 14.1.6 Upon the Body Corporate terminating the Lease of the Premises for any reason whatsoever or deciding not to renew the term of the Lease and in such case this Agreement will be determinable by the Body Corporate upon three (3) months' written notice to the Estate Manager.
- 14.2 The Body Corporate shall not be entitled to determine this Agreement where the matter is of a minor or technical nature or where, having regard to the performances by the Estate Manager of all the other conditions and obligations on its part contained in this Agreement, it would be unreasonable in the circumstances to determine this Agreement on such grounds.
- 14.3 This Agreement may be terminated by the Estate Manager by notice in writing to the Body Corporate upon the happening of any one of the following events:
 - 14.3.1 Upon the giving of three (3) month's notice in writing in the event that the parties do not agree to an extension of this Agreement in accordance with clause 3;
 - 14.3.2 If the Body Corporate shall fail to pay any amount by way of remuneration or disbursements payable in accordance with the terms of this Agreement and such default shall continue for 14 days;
 - 14.3.3 If an administrator is appointed to the Body Corporate in terms of Section 141 of the Unit Titles Act 2010;
 - 14.3.4 In the event of the Landlord terminating the Lease of the Premises and/or in the event of the termination of the "service tenancy" to the Estate Manager this Agreement shall in any event be determinable by the Estate Manager at any time after the Landlord has issued such notice of termination upon the Body Corporate unless the Body Corporate prior to such termination taking effect is able to provide substitute premises.
- 14.4 This Agreement shall be deemed to have ceased upon the date upon which a termination notice shall deemed to have been served.
- 14.5 Immediately upon termination of this Agreement the Estate Manager shall vacate and deliver up the Premises to the Body Corporate.

15 Services of Notices

Should the Body Corporate or the Estate Manager respectively wish to serve notice on the other, such notices may be served either:

- 15.1 By delivery to the registered office of the party; or
- 15.2 By the sending of same by registered post in a prepaid envelope addressed to the party intended to be served to the address stated as follows:

For the Body Corporate

The Body Corporate Chairperson
 C/- Strata Title Administration Limited
 PO Box 3187
 Shortland Street
 Auckland 1140

For the Estate Manager

Active Property Services Limited
 1E/29 Karaka Street
 Eden Terrace
 Auckland 1010

and any notice so sent by registered post shall be deemed to have been served on the day following the date of sending.

16 Delay in Payment

The Body Corporate must pay the Estate Manager interest on any amount that has become due for payment and remains unpaid after 14 days from and including the date it becomes due for payment, during the period it remains unpaid, on demand or at times notified by the Estate Manager, calculated on daily balances at the rate equal to 1% per annum above the Estate Manager's banker's commercial overdraft rate quoted from time to time.

17 Estate Manager to Supply Records and Information

- 17.1 Upon the expiration, termination or sooner determination of this Agreement the Estate Manager shall immediately yield and deliver to the Body Corporate all records and information kept by the Estate Manager whether in connection with tenancies in the Building owned by proprietors of the Body Corporate or not and shall, if called upon by the Body Corporate, within a reasonable time thereafter supply all necessary comment or explanation in that connection.

18 Estate Manager Not Liable for Loss Through Breach of Rules

- 18.1 The Estate Manager is not liable for any damage or loss caused through a breach of the Rules by any lessee or any occupier, tenant, visitor, invitee or licensee of any lessee or any independent contractor in or about the Premises.

19 Indemnity

- 19.1 Except in the event of wilful default by the Estate Manager, the Body Corporate indemnifies and saves harmless the Estate Manager and each of its employees, officers, agents or contractors from and against all actions, claims, demands, losses, costs, damages and expenses (including without limitation reasonable legal costs on a solicitor and own client basis) properly

incurred by the Estate Manager or Manager in carrying out its duties or as instructed from time to time by the Body Corporate.

20 Force Majeure

- 20.1 The Estate Manager shall not be liable for any failure to perform any of the terms or conditions of this Agreement or for any delay in performance or loss or damage of any nature and however caused or arising where such failure, delay, loss or damage arises from any cause beyond the reasonable control of the Estate Manager.

21 Service Contract

- 21.1 The parties acknowledge that the provision of the Premises to the Estate Manager is commercial in nature and the provisions of the Residential Tenancies Act 1986 do not apply.

22 Settlement of Disputes

- 22.1 All disputes and differences of any kind whatsoever between the parties in connection or arising out of this Agreement including the interpretation of the same, shall be resolved by arbitration provided however that neither of the parties may commence any arbitration relating to such dispute unless it has complied with clauses 22.1.1 to 22.1.3 below:

22.1.1 If one of the parties claims that a dispute (the **Dispute**) has arisen under or in relation to this Agreement, that party shall give notice (the **Notice of Dispute**) to the other party specifying the nature of the Dispute;

22.1.2 On receipt by the other party of the Notice of Dispute the party shall endeavour in good faith to resolve the Dispute expeditiously using informal dispute resolution techniques, such as mediation, expert evaluation or determination or a similar technique agreed by them; and

22.1.3 If the parties do not agree within seven (7) days of receipt of the Notice of Dispute (or such further period as agreed in writing by them) as to:

- (a) the Dispute resolution technique and procedure be adopted;
- (b) the timetable for all steps in those procedures; and
- (c) the selection and compensation of the independent person required for such technique; the parties shall mediate the Dispute in accordance with the mediation rules of LEADR and the President of the New Zealand Law Society or the President's nominee shall select the mediator and determine the mediator's remuneration.

- 22.2 In the event that any Dispute referred to in clause 22.1 is not resolved pursuant to clauses 22.1.1 to 22.1.3 above within a reasonable time, then such Dispute shall be referred to arbitration as follows:

22.2.1 The unresolved dispute or difference shall be submitted to the arbitration of one Arbitrator who shall conduct the arbitral proceedings in accordance with the

Arbitration Act 1996 and any amendment thereof or any other statutory provision then relating to arbitration; and

- 22.2.2 If the parties are unable to agree on the Arbitrator an Arbitrator shall be appointed upon request of any party by the President or Vice President of the Auckland District Law Society. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read and subject hereto and varied accordingly.

23 Body Corporate Meetings

- 23.1 During the term of this Agreement the Estate Manager shall, where requested, attend meetings (formal or informal) of the Body Corporate and/or the owners committee (if applicable) and shall provide an Estate Manager's written report on the operation of the Building for consideration at the meeting(s).

Executed as an Agreement

**SIGNED by BODY CORPORATE
607256 in the presence of:**

)

)

Benjamin Lewin Dearlove, Chairperson

Witness's Signature

Name

Occupation

Address

**SIGNED by ACTIVE PROPERTY SERVICES
LIMITD by two directors:**

)

)

Brady Jon Peter Williams, Director

Kylee Grace Williams, Director

Schedule A

Estate Manager Duties

1 Maintenance Contracts and Supervision of Contractors

If required by the Body Corporate, to arrange for or to supervise maintenance contracts, of contractors engaged by the Body Corporate and to ensure that such contracts in force are carried out in accordance with their terms provided that the Estate Manager shall have no right to incur any liability in excess of \$5,000.00 on behalf of the Body Corporate without the prior written approval of the Body Corporate. Further, the Estate Manager shall not without authority, subcontract or engage contractors on behalf of the Body Corporate unless the need to act is pressing and it would be unreasonable to expect the Estate Manager or the Manager to carry out the relevant duties personally. This clause excludes attendances relating to long term maintenance fund or contingency fund works or total refurbishment or changes as approved by the Body Corporate.

2 Funds and Premises of the Body Corporate

To account promptly and faithfully to the Body Corporate for any funds and/or other property of the Body Corporate coming into the Estate Manager's hands or custody.

3 Health and Safety

The Estate Manager acknowledges that it is aware of its obligations and duties under the Health and Safety at Work Act 2015 (**HSWA**) and that:

- 3.1 the Estate Manager has written rules and procedures relating to health and safety which the Estate Manager and Manager shall follow to ensure their safety and the safety of all employees and other persons attending the Building;
- 3.2 the Estate Manager and Manager must comply with any health and safety plan imposed by the Body Corporate and shall comply with all directions and requirements in relation to health and safety which may be made by the Body Corporate from time to time and which are first communicated to the Estate Manager;
- 3.3 the Estate Manager shall identify possible hazards and shall ensure in so far as is reasonably practicable that the Building and the means of entering and exiting the Building are without risks to the health and safety of any person;
- 3.4 the Estate Manager shall take all practical steps to eliminate, or if it is not reasonably practicable to eliminate, to minimise risks to health and safety in so far as is reasonably practicable, and to ensure in so far as is reasonably practicable that people working in the vicinity of the Building are not harmed by any hazards;
- 3.5 the Estate Manager shall maintain a register of accidents on behalf of the Body Corporate and shall notify the Body Corporate of a Notifiable Event (as defined in the HSWA) as soon as possible after becoming aware that a Notifiable Event has occurred; and
- 3.6 any person carrying out services for or on behalf of the Body Corporate shall sign in and out using an onsite health and safety register or electronic register.

4 **Building Act and Fire Safety Regulations**

- 4.1 To report promptly to the Body Corporate on all things requiring repair and on all matters creating, or likely to, create a hazard or danger and to take remedial action where practicable;
- 4.2 To carry out such intermediate or final inspections under the Building Act 2004 which do not require the services of an independently qualified person as defined in that Act; and
- 4.3 To ensure that all fire safety regulations and Building Act 2004 requirements are adhered to.

5 **Directions**

To promptly comply with and carry out all reasonable directions from time to time given by the Body Corporate in and about the administration and management of the Building and the performance by the Estate Manager of its lawful obligations and duties.

6 **Register of Tenants in the Building**

- 6.1 To maintain a register of the tenants of the Building; and
- 6.2 To co-ordinate tenants moving into and out of the Building, for example (without limitation) co-ordinate usage of dedicated loading bays if required for the movement of bulky goods and/or furniture.

7 **Website Directory**

To maintain and keep updated the website directory in respect of the Building.

8 **Availability of the Manager**

- 8.1 The Manager is to be available to Body Corporate owners and tenants 24 hours a day, seven (7) days per week via telephone and be on site a minimum of three (3) hours per day between Monday and Friday.
- 8.2 The Estate Manager may charge Body Corporate owners and tenants on a time and attendance basis at the rates set out in clauses 8.2.1 to 8.2.3 below for providing access to a unit outside of the hours specified at clause 8.1 above or for attending to a matter outside of those hours that relates to a unit where that matter is not connected to the duties of the Estate Manager or a matter for which the Estate Manager is entitled to charge the Body Corporate under this Agreement:
 - 8.2.1 Emergency Call-out Fee: \$150.00 plus GST per hour;
 - 8.2.2 Additional After-hours Service: \$250.00 plus GST per hour; and
 - 8.2.3 Extraordinary Maintenance (e.g., non-routine repairs): Charges to be agreed upon in advance, based on \$85.00 plus GST per hour.

9 **Rubbish**

- 9.1 To comply with the requirements of the relevant territorial authority or private rubbish collection service provider (as applicable) for rubbish collection;
- 9.2 To take the rubbish recycling bins to the kerbside of the public road for collection on the rubbish collection day; and

- 9.3 To keep the rubbish area and all common areas neat and tidy.

10 Keys, Security Tabs

To safeguard and to keep in the Estate Manager's possession keys for any and all areas under the control of the Body Corporate provided however that possession of those keys shall be surrendered to no other person other than an authorised representative appointed by the Body Corporate or the individual unit owner concerned, and further provided that the Estate Manager shall allow a lawfully authorised person in the course of its, his or her duties free access to any part of the Building at all reasonable times.

11 Loading Areas and Container Laydown Area

To oversee and manage the use of loading areas in accordance with the Body Corporate's rules or any rules agreed to by the owners committee.

12 Bike Parking

To manage the bike parking areas.

13 Graffiti

Arrange for graffiti to be removed from the Building at the Body Corporate's cost as soon as practicable after the Estate Manager has been made aware of the existence of the graffiti.

14 Estate Manager's Report

To provide the Body Corporate with a written report (as requested) on the operation of the Building detailing all attendances by police, territorial authority inspectors and emergency services (if any), and listing any problems with or failures of the Building's services and recording all events such as detection of fire or smoke by the fire protection system and call outs of any service contractor.

15 Observance of Body Corporate Rules

To administer the observance of the rules of the Body Corporate by the owners and/or the occupiers of units including their guests and licensees for the time being. Such authority however is subject to review and further direction by the Body Corporate from time to time.

16 General Responsibilities

- 16.1 To use best endeavours to see that the Building and all common property (other than the interior of units) are kept in good order and repair and generally cause the Buildings appurtenances and common property and all plant and equipment used in connection therewith to be properly maintained at all times and without limiting the generality of the obligations pursuant to this Agreement to keep the following areas in a clean and tidy condition: all communal property including but not limited to bathrooms, utility rooms, paved areas, grounds, lawns, gardens, carparks, roadways, footpaths, rubbish areas, access ways and all other areas of the common property and to ensure that all lighting in the common property operates efficiently and that any time switches are reset when necessary. Where a particular duty requires the Body Corporate to appoint a contractor and the Body Corporate fails to appoint such contractor, the Estate Manager will not be held responsible for being unable to discharge that duty.

- 16.2 Without limiting the general responsibilities of clause 17.1 of this Schedule A, to perform and comply with the obligations set out in the "Role and Responsibilities" column of the table in Schedule B (Estate Manager Role and Responsibilities) no less than the corresponding frequency set out in the "Frequency" column of this table.

17 Approval of Invoices

The Estate Manager will check and verify accounts for goods or services payable by the Body Corporate relative to matters which are the responsibility of the Building Manager under this Agreement and notify the Body Corporate that they are in order for payment.

18 Estate Manager to be Supplied with a Set of Plans of the Building

The Body Corporate shall furnish to the Estate Manager a set of plans of the Building and with the aid of these documents and inspection the Estate Manager will inform itself with the layout, construction, location character, plan and operation of the power, lighting, plumbing, ventilating systems, and any mechanical equipment installed in the Building and shall advise the Body Corporate generally on the conditions thereof from time to time and shall recommend to the Body Corporate any changes or modifications to be made in respect of any such equipment and systems.

19 Maintenance Plan

The Estate Manager shall oversee and implement the short term and long term maintenance plan for the Building.

20 Landscaping

The Estate Manager shall provide supplementary maintenance of new landscape areas (e.g. watering, tidying of beds, etc) as required between regular landscape maintenance visits.

21 Parking

The Estate Manager shall deal with any vehicle parking issues which may arise in or on the Building or the Land and take steps to enforce the rules of the Body Corporate if required by the Body Corporate against any owner or occupier (which includes a tenant, licensee, employee, agent or invitee and persons under the control of the same). Without limiting the generality of the foregoing, the Estate Manager shall arrange for any vehicles which are parked in contravention of any rules of the Body Corporate or parked in another owner's carpark unit to be towed away, removed or clamped.

22 Pest Control

The Estate Manager shall manage and facilitate the regular treatment of the Common Property to ensure that the Common Property is free of any vermin, pest, rodent or insect infestation at all times and shall in carrying out such duties:

- Position child and domestic animal proof rodent bait stations at appropriate locations in the Building;
- Check the bait stations on a weekly basis; and
- Refill bait stations as required.

Schedule B

Estate Manager Role and Responsibilities

Role and Responsibilities	Frequency
<i>Maintenance</i>	
Daily Property Audit conducting routine inspections of the property to identify maintenance issues, safety hazards and ensure compliance with regulations.	Weekly
Sourcing quotes for common area maintenance	As Required
Maintaining cleanliness and supplies to Common Toilets and Showers	Weekly
Induction and supervision of contractors in relation to common area maintenance	As Required
Ensuring contractors abide by Body Corporate Guidelines or rules in place while on site	As Required
Signing off invoices for payment when common maintenance works are complete	As Required
Coordinating access with builder during 12 month defect liability period	As Required
Arranging building façade clean and roof clean	As required in Maintenance Schedule
Arranging Building roof clean (No Chemicals)	As required in Maintenance Schedule
Managing Stormwater filter and cesspit cleaning contract	As required in Maintenance Schedule
Managing drinking water servicing contract	As required in Maintenance Schedule
Monitoring drinking water storage levels and organising tanker top up as required	Daily
Checking and recording fire tank water levels and topping up as required	Fortnightly
Ensuring the common grounds, car parks and landscaped areas are maintained to a tidy state.	Daily
Managing the cleaning of the common areas of the property	As Required
Arranging regular or one-off rubbish collections	As Required
Amenity bookings. Manage the scheduling and use of shared facilities such as the set down area	As Required
Contractor and Contract Management – Oversee external service providers, manage contracts, ensure performance standards are met, and negotiate service agreements for maintenance, security, cleaning, and other facility needs.	As Required
BWOF (Building Warrant of Fitness) Management - Maintain and oversee compliance with BWOF requirements, ensuring all life safety	As Required

systems (e.g. fire alarms, sprinklers, emergency lighting) are maintained according to maintenance contracts and inspected and certified annually by IQP.	
Regular inspections of the property to check for breaches of body corporate rules	Weekly
Issuing breach notices in relation to breaches of the rules of communicating such breaches to the offenders for rectification	As Required
Charging an administration fee for serious breaches	As Required
<i>Security/Health and Safety</i>	
Monitor the CCTV security system	As Required
Maintain key register and arranging duplicates at owner's cost	As Required
Management of all building keys including key handover to purchasers upon receipt of key release forms	As Required
Manage and maintain Property Risk assessment report	Monthly minimum
Implement safety protocols and maintain incident records	As Required
Manage parking on site implementing towing / clamping / signage.	As Required
<i>Communication</i>	
Available on site for minimum 3 hours per day. Monday-Friday	Daily
Providing a point of contact for owners, tenants, contractors and neighbours	Daily
Maintain Owners Register – Keep an updated record of all property owners, including contact details and relevant property-related documentation.	Monthly
Attending to owner and tenant issues in relation to common maintenance or Body Corporate rules	As Required
Be available to answer phone calls and emails relating to the Workshops Matakana	As Required
Notifying residents of upcoming maintenance or inspections	
Quarterly/AGM Report – Prepare detailed reports for stakeholders, including maintenance updates and compliance updates, and present them at monthly meetings or Annual General Meetings (AGMs).	Quarterly and As Required
Attending Body Corporate Annual General Meetings	Annually
Attending Meetings - Other	As Required

Schedule Nine

Deed of Lease

DEED OF LEASE

Sixth Edition 2012 (5)

GENERAL address of the premises:
54/64 Matakana Valley Road, Matakana

DATE: April 2025

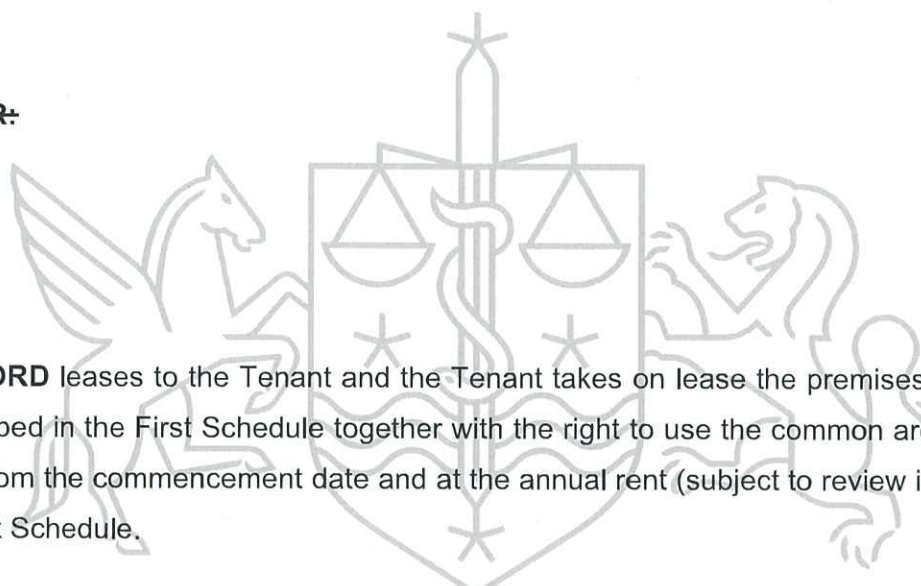
LANDLORD:

Northwick Park Trustee Limited as trustee of the Northwick Park Trust

TENANT:

Body Corporate 607256

GUARANTOR:



THE LANDLORD leases to the Tenant and the Tenant takes on lease the premises and the car parks (if any) described in the First Schedule together with the right to use the common areas of the property for the term from the commencement date and at the annual rent (subject to review if applicable) as set out in the First Schedule.

THE LANDLORD AND TENANT covenant as set out in the First, Second and Third Schedules.

~~**THE GUARANTOR** covenants with the Landlord as set out in the Fourth Schedule.~~

SIGNED by the Landlord

Northwick Park Trustee Limited as trustee of the Northwick Park Trust
in the presence of:

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Landlord

Jamie Simon Hutchens, Director

Print Full Name

Director / ~~Trustee~~ / ~~Authorised Signatory~~ / ~~Attorney*~~

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

Signature of Landlord

Benjamin Lewin Dearlove, Director

Print Full Name

Director / ~~Trustee~~ / ~~Authorised Signatory~~ / ~~Attorney*~~

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

SIGNED by the Tenant

Body Corporate 607256

in the presence of:

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Tenant

Benjamin Lewin Dearlove - Chairperson

Print Full Name

Director / ~~Trustee~~ / ~~Authorised Signatory~~ / ~~Attorney*~~

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

Signature of Tenant

Print Full Name

Director / ~~Trustee~~ / ~~Authorised Signatory~~ / ~~Attorney*~~

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

Note: If signing by a company or as an Attorney - please refer to the notes on page 3

~~SIGNED~~ by the Guarantor

in the presence of:

Signature of Guarantor

Print Full Name

Director / Trustee / Authorised Signatory / Attorney**Delete the options that do not apply**If no option is deleted, the signatory is signing in their personal capacity*

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Guarantor

Print Full Name

Director / Trustee / Authorised Signatory / Attorney**Delete the options that do not apply**If no option is deleted, the signatory is signing in their personal capacity.*

* If this agreement is signed under:

- (i) a Power of Attorney – please attach a **Certificate of non-revocation** (ADLS form code: 4098WFP); or
- (ii) an Enduring Power of Attorney – please attach a **Certificate of non-revocation and non-suspension of the enduring power of attorney** (ADLS form code: 4997WFP).

Also insert the following wording for the Attorney's Signature above:

Signed by [full name of the donor] by his or her Attorney [attorney's signature].

Note: Signing by a company – Companies must sign this document in accordance with section 180 of the Companies Act 1993, to ensure it is binding as a deed. In general, this means:

- (a) if there are two or more directors of the company, two directors must sign and no witnessing is necessary;
- (b) if there is only one director of the company, that director signs and the signature must be witnessed.

Other methods of signing may be permitted by the company's constitution or if an attorney has been appointed.

FIRST SCHEDULE

1. **PREMISES:** Manager's Office at The Workshops Matakana, 54/64 Matakana Valley Road, Matakana being Principal Unit 54 on Deposited Plan 607256 comprised in Record of Title 1196926
2. **CAR PARKS:** Nil
3. **TERM:** Two (2) Years
4. **COMMENCEMENT DATE:** 8 April 2025
5. **RIGHTS OF RENEWAL:** Ten (10) rights of renewal of one (1) year each
6. **RENEWAL DATES:** 8 April 2027 and thereafter each anniversary of such date
7. **FINAL EXPIRY DATE:** If all rights of renewal are exercised, 7 April 2037
8. **ANNUAL RENT:**

(Subject to review if applicable)

Premises	\$ 16,000.00	plus GST
Car Parks	\$	plus GST
TOTAL	\$ 16,000.00	plus GST
9. **MONTHLY RENT:** \$ 1,333.33 plus GST
10. **RENT PAYMENT DATES:** The 1st day of each month commencing on the 1st day of May 20 25
11. **RENT REVIEW DATES:**

(Specify review type and insert dates for initial term, renewal dates and renewal terms. Unless dates are specified there will be no reviews. Where there is a conflict in dates, the market rent review date will apply.)

 1. Market rent review dates:
8 April 2027
 2. CPI rent review dates:
8 April 2028 and thereafter each anniversary of such date during the term and any renewed term (including on the renewal dates but excluding the market rent review date).
12. **DEFAULT INTEREST RATE:** 12 % per annum
(subclause 5.1)
13. **BUSINESS USE:** Office and administration and business centre use including use by the Tenant's (subclause 16.1) appointed Building Manager in terms of the Agreement.

14. LANDLORD'S INSURANCE:

(subclause 23.1)

(Delete or amend extent of cover as appropriate)

(Delete either (a) or (b); if neither option is deleted, then option (a) applies)

(Delete option (i) and complete option (ii) if required. If option (i) is not deleted and option (ii) is completed then option (ii) applies)

- (1) Cover for the building against damage and destruction by fire, flood, explosion, lightning, storm, earthquake, and volcanic activity; on the following basis:

~~(a) Full replacement and reinstatement (including loss damage or destruction of windows and other glass);~~

OR

- (b) ~~Indemnity to~~ full insurable value (including loss damage or destruction of windows and other glass) ~~as required under the Unit Titles Act 2010~~

- (2) Cover for the following additional risks:

~~(a) (i) 12 months~~

OR

~~(ii) _____ months~~

~~indemnity in respect of consequential loss of rent and outgoings.~~

- (b) Loss damage or destruction of any of the Landlord's fixtures fittings and chattels.
(c) Public liability

15. NO ACCESS PERIOD:

(subclause 27.6)

(Delete option (1) and complete option (2) if required. If option (1) is not deleted and option (2) is completed then option (2) applies)

- (1) 9 months

OR

~~(2) _____~~

16. PROPORTION OF OUTGOINGS:

(subclause 3.1)

100 % which at commencement date is estimated to be \$ _____ **Plus GST per annum**

17. LIMITED LIABILITY TRUSTEE: Northwick Park Trustee Limited

(subclause 45.2)

18. OUTGOINGS:

(clause 3)

- (1) Rates or levies payable to any local or territorial authority.
- (2) Charges for water, gas, electricity, telecommunications and other utilities or services, including line charges.
- ~~(3) Rubbish collection and recycling charges.~~
- ~~(4) New Zealand Fire Service charges and the maintenance charges in respect of all fire detection and fire fighting equipment.~~
- ~~(5) Any insurance excess (but not exceeding \$2,000) in respect of a claim and insurance premiums and related valuation fees (subject to subclause 23.2).~~
- ~~(6) Service contract charges for air conditioning, lifts, other building services and security services.~~
- ~~(7) Cleaning, maintenance and repair charges including charges for repainting, decorative repairs and the maintenance and repair of building services to the extent that such charges do not comprise part of the cost of a service maintenance contract, but excluding charges for structural repairs to the building (minor repairs to the roof of the building shall not be a structural repair), repairs due to defects in design or construction, inherent defects in the building and renewal or replacement of building services.~~
- ~~(8) The provisioning of toilets and other shared facilities.~~
- ~~(9) The cost of maintenance of lawns, gardens and planted areas including plant hire and replacement, and the cost of repair of fences.~~
- ~~(10) Yard and car parking area maintenance and repair charges but excluding charges for repaving or rescaling.~~
- (11) Body Corporate charges for any insurance premiums under any insurance policy effected by the Body Corporate and related valuation fees and reasonable management administration expenses.
- ~~(12) Management expenses (subject to subclause 3.7).~~
- ~~(13) The costs incurred and payable by the Landlord in supplying to the territorial authority a building warrant of fitness and obtaining reports as required by sections 108 and 110 of the Building Act 2004 but excluding the costs of upgrading or other work to make the building comply with the Building Act 2004.~~
- (14) Body Corporate annual levy levied under section 121 of the Unit Titles Act 2010 but excluding levies towards any capital improvement fund.

SECOND SCHEDULE

TENANT'S PAYMENTS

Rent

- 1.1 The Tenant shall pay the annual rent by equal monthly payments in advance (or as varied pursuant to any rent review) on the rent payment dates. The first monthly payment (together with rent calculated on a daily basis for any period from the commencement date of the term to the first rent payment date) shall be payable on the first rent payment date. All rent shall be paid without any deductions or set-off by direct payment to the Landlord or as the Landlord may direct.

Market Rent Review

- 2.1 The annual rent payable as from each market rent review date (except for a market rent review date that is a renewal date) shall be determined as follows:
- Either party may not earlier than 3 months prior to a market rent review date and not later than the next rent review date (regardless of whether the next rent review date is a market or CPI rent review date) give written notice to the other party specifying the annual rent proposed as the current market rent as at the relevant market rent review date.
 - If the party receiving the notice ("the Recipient") gives written notice to the party giving the notice ("the Initiator") within 20 working days after service of the Initiator's notice disputing the annual rent proposed and specifying the annual rent proposed by the Recipient as the current market rent, then the new rent shall be determined in accordance with subclause 2.2.
 - If the Recipient fails to give such notice (time being of the essence) the Recipient shall be deemed to have accepted the annual rent specified in the Initiator's notice and the extension of time for commencing arbitration proceedings contained in the Arbitration Act 1996 shall not apply.
 - Notwithstanding any other provision of this clause, the annual rent payable as from the relevant market rent review date shall not be less than the annual rent payable as at the commencement date of the then current lease term.
 - The annual rent agreed, determined or imposed pursuant to subclause 2.1 shall be the annual rent payable as from the relevant market rent review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant market rent review date but subject to subclause 2.3 and 2.4.
 - The market rent review at the option of either party may be recorded in a deed.

Rent Determinations

- 2.2 Immediately following service of the Recipient's notice on the Initiator, the parties shall endeavour to agree upon the current market rent, but if agreement is not reached within 10 working days then the new rent may be determined either:
- By one party giving written notice to the other requiring the new rent to be determined by arbitration; or
 - If the parties so agree by registered valuers acting as experts and not as arbitrators as follows:
 - Each party shall appoint a valuer and give written notice of the appointment to the other party within 20 working days of the parties agreeing to so determine the new rent.
 - If the party receiving a notice fails to appoint a valuer within the 20 working day period then the valuer appointed by the other party shall determine the new rent and such determination shall be binding on both parties.
 - The valuers appointed before commencing their determination shall appoint a third expert who need not be a registered valuer. If the parties cannot agree on the third expert, the appointment shall be made on the application of either party by the president or vice president for the time being of The New Zealand Institute of Valuers.
 - The valuers appointed by the parties shall determine the current market rent of the premises but if they fail to agree then the rent shall be determined by the third expert.
 - Each party shall be given the opportunity to make written or oral representations subject to such reasonable time and other limits as the valuers or the third expert may prescribe and they shall have regard to any of the representations but not be bound by them.
 - The parties shall jointly and severally indemnify the third expert for their costs. As between the parties, they will share the costs equally. A party may pay the other party's share of the costs and recover the payment on demand from the other party.
 - If the parties agree, they may release the third expert from liability for negligence in acting as third expert in accordance with this subclause 2.2.

When the new rent has been determined the person or persons determining it shall give written notice of it to the parties. The notice shall provide as to how the costs of the determination shall be borne and it shall be binding on the parties.

Interim Market Rent

- 2.3 Pending determination of the new rent, the Tenant shall from the relevant market rent review date, or the date of service of the Initiator's notice if the notice is served later than 3 months after the relevant market rent review date, until the determination of the new rent pay an interim rent as follows:
- if both parties supply a registered valuer's certificate substantiating the new rents proposed, the interim rent payable shall be half way between the new rents proposed by the parties; or
 - if only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or
 - if no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant market rent review date,
- but in no circumstances shall the interim rent be less than the rent payable as at the commencement date of the then current lease term.
- The interim rent shall be payable with effect from the relevant market rent review date, or the date of service of the Initiator's notice if the notice is served later than 3 months after the relevant market rent review date and, subject to subclause 2.4, shall not be subject to adjustment.
- 2.4 Upon determination of the new rent, any overpayment shall be applied in payment of the next month's rent and any amount then remaining shall immediately be refunded to the Tenant. Any shortfall in payment shall immediately be payable by the Tenant.

CPI Rent Review

- 2.5** The annual rent payable from each CPI rent review date shall be determined as follows:
- (a) The Landlord shall adjust the annual rent on the basis of increases (and not decreases) in the CPI by giving notice to the Tenant of the increase (if any) using the formula:

$$A = B \times (C \div D)$$
 Where:
 A = the CPI reviewed rent from the relevant CPI rent review date
 B = the annual rent payable immediately before the relevant CPI rent review date
 C = CPI for the quarter year ending immediately before the relevant CPI rent review date
 D = CPI for the quarter year ending immediately before the last rent review date or if there is no previous rent review date, the commencement date of the then current term of the lease (and in the case where A is the CPI reviewed rent for a renewal date then the last rent review date of the immediate preceding lease term or if there is no rent review date the commencement date of the preceding term)
 where (C÷D) shall not be less than 1.
 - (b) If the CPI is discontinued and not replaced, or if there is a material change to the basis of calculation of the CPI, or a resetting of the CPI, an appropriate index which reflects the change in the cost of living in New Zealand as agreed by the parties and failing agreement to be determined by an expert appointed by the president or vice president of the New Zealand Law Society will be used.
 - (c) If the relevant CPI is not published at the relevant CPI rent review date, as soon as the CPI is published an appropriate adjustment will be made to the rent (if necessary) with effect from the relevant CPI rent review date.
 - (d) Notwithstanding any other provision of subclause 2.5, the annual rent payable as from the relevant CPI rent review date shall not be less than the annual rent payable immediately preceding the CPI rent review date (and in the case where the relevant CPI rent review date is a renewal date, the annual rent payable at the expiry of the preceding term).
- 2.6** The new rent determined pursuant to subclause 2.5 shall be payable from the relevant CPI rent review date once it is determined by the Landlord giving notice under that subclause. Pending determination of the new rent, the Tenant will pay the rent that applies prior to the CPI rent review date. On determination of the new rent, the Tenant will immediately pay any shortfall to the Landlord.

Outgoings

- 3.1** The Tenant shall pay the outgoings properly and reasonably incurred in respect of the property which are specified in the First Schedule. Where any outgoing is not separately assessed or levied in respect of the premises then the Tenant shall pay such proportion of it as is specified in the First Schedule or if no proportion is specified then such fair proportion as shall be agreed or failing agreement determined by arbitration.
- 3.2** The Landlord shall vary the proportion of any outgoing payable to ensure that the Tenant pays a fair proportion of the outgoing.
- 3.3** If any outgoing is rendered necessary by another tenant of the property or that tenant's employees, contractors or invitees causing damage to the property or by another tenant failing to comply with that tenant's leasing obligations, then that outgoing shall not be payable by the Tenant.
- 3.4** The outgoings shall be apportioned between the Landlord and the Tenant in respect of periods current at the commencement and termination of the term.
- 3.5** The outgoings shall be payable on demand or if required by the Landlord by monthly instalments on each rent payment date of a reasonable amount as the Landlord shall determine calculated on an annual basis. Where any outgoing has not been taken into account in determining the monthly instalments it shall be payable on demand.
- 3.6** After the 31st March in each year of the term or other date in each year as the Landlord may specify, and after the end of the term, the Landlord shall supply to the Tenant reasonable details of the actual outgoings for the year or period then ended. Any over payment shall be credited or refunded to the Tenant and any deficiency shall be payable to the Landlord on demand.
- 3.7** Any profit derived by the Landlord and if a company by its shareholders either directly or indirectly from the management of the property shall not comprise part of the management expenses payable as an outgoing.

Goods and Services Tax

- 4.1** The Tenant shall pay to the Landlord or as the Landlord shall direct the GST payable by the Landlord in respect of the rental and other payments payable by the Tenant under this lease. The GST in respect of the rental shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payment shall be payable upon demand.
- 4.2** If the Tenant shall make default in payment of the rental or other moneys payable under this lease and the Landlord becomes liable to pay Default GST then the Tenant shall on demand pay to the Landlord the Default GST in addition to interest payable on the unpaid GST under subclause 5.1.

Interest on Unpaid Money

- 5.1** If the Tenant defaults in payment of the rent or other moneys payable under this lease for 10 working days then the Tenant shall pay on demand interest at the default interest rate on the moneys unpaid from the due date for payment to the date of payment.
- 5.2** Unless a contrary intention appears on the front page or elsewhere in this lease the default interest rate is equivalent to the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the default interest is payable, plus 5 per cent per annum.

Costs

- 6.1** Each party will pay their own costs of the negotiation and preparation of this lease and any deed recording a rent review or renewal. The Tenant shall pay the Landlord's reasonable costs incurred in considering any request by the Tenant for the Landlord's consent to any matter contemplated by this lease, and the Landlord's legal costs (as between lawyer and client) of and incidental to the enforcement of the Landlord's rights remedies and powers under this lease.

LANDLORD'S PAYMENTS**Outgoings**

- 7.1** Subject to the Tenant's compliance with the provisions of clause 3 the Landlord shall pay all outgoings in respect of the property not payable by the Tenant direct. The Landlord shall be under no obligation to minimise any liability by paying any outgoing or tax prior to receiving payment from the Tenant.

MAINTENANCE AND CARE OF PREMISES

Tenant's Obligations

8.1 The Tenant shall be responsible to:

(a) **Maintain the premises**

In a proper and workmanlike manner and to the reasonable requirements of the Landlord keep and maintain the interior of the premises in the same clean order repair and condition as they were in at the commencement date of this lease (or where the lease is renewed, the commencement date of the initial term of this lease) and will at the end or earlier determination of the term quietly yield up the same in the like clean order repair and condition. The premises condition report (if completed) shall be evidence of the condition of the premises at the commencement date of this lease. In each case the Tenant shall not be liable for fair wear and tear arising from reasonable use.

(b) **Breakages and minor replacements**

Repair or replace glass breakages with glass of the same or better weight and quality, repair breakage or damage to all doors windows light fittings and power points of the premises and replace light bulbs, tubes and power points that wear out with items of the same or better quality and specification.

(c) **Painting**

Paint and decorate those parts of the interior of the premises which have previously been painted and decorated as at the commencement date of this lease (or where the lease is renewed the commencement date of the initial term of this lease) when they reasonably require repainting and redecoration to a specification as approved by the Landlord such approval not to be unreasonably withheld.

(d) **Floor coverings**

Keep all floor coverings in the premises clean and replace all floor coverings worn or damaged other than by fair wear and tear with floor coverings of the same or better quality, specification and appearance when reasonably required by the Landlord.

(e) **Damage or Loss**

Make good any damage to the property or loss caused by improper careless or abnormal use by the Tenant or those for whom the Tenant is responsible, to the Landlord's reasonable requirements.

~~8.2 Where the Tenant is leasing all of the property, the Tenant shall:~~

~~(a) **Gare of grounds**~~

~~Keep any grounds yards and surfaced areas in a clean and tidy condition and maintain any garden or lawn areas in a tidy and cared for condition.~~

~~(b) **Water and drainage**~~

~~Keep and maintain the storm or waste water drainage system including downpipes and guttering clear and unobstructed.~~

~~(c) **Other works**~~

~~Carry out those works maintenance and repairs to the property as the Landlord may require in respect of which outgoings are payable by the Tenant.~~

8.3 Notwithstanding subclause 8.1(a) the Tenant shall not be liable for the maintenance or repair of any building services ~~but this subclause shall not release the Tenant from any obligation to pay for the cost of any service maintenance contract or charges in respect of the maintenance or repair of the building services if it is an outgoing specified in the First Schedule but only to the extent specified in the First Schedule.~~

8.4 Notwithstanding any other provision of this lease, the Tenant shall not be liable to repair any inherent defect in the premises nor to pay any outgoings incurred by the Landlord in remedying any inherent defect.

8.5 If the Landlord shall give the Tenant written notice of any failure on the part of the Tenant to comply with any of the requirements of subclauses 8.1 or 8.2 the Tenant shall with all reasonable speed so comply.

Toilets

9.1 The toilets sinks and drains shall be used for their designed purposes only and no substance or matter shall be deposited in them which could damage or block them.

Rubbish Removal

10.1 The Tenant shall regularly cause all of the Tenant's rubbish and recycling to be removed from the premises and will keep the Tenant's rubbish bins or containers in a tidy condition. The Tenant will also at the Tenant's own expense cause to be removed all trade waste boxes and other goods or rubbish not removable in the ordinary course by the local authority.

Landlord's Maintenance

11.1 The Landlord shall keep and maintain the building, all building services and the car parks in good order and repair and weatherproof but the Landlord shall not be liable for any:

(a) Repair or maintenance which the Tenant is responsible to undertake.

(b) Want of repair or defect in respect of building services, so long as the Landlord is maintaining a service maintenance contract covering the work to be done, or where the building services have not been supplied by the Landlord.

(c) Repair or maintenance which is not reasonably necessary for the Tenant's use and enjoyment of the premises and the car parks.

(d) Loss suffered by the Tenant arising from any want of repair or defect unless the Landlord shall have received notice in writing of that from the Tenant and has not within a reasonable time after that taken appropriate steps to remedy the same.

11.2 The Landlord shall keep and maintain service maintenance contracts for lifts, air-conditioning and at the Landlord's option any other building services supplied by the Landlord. Whenever building services cannot be maintained in good order and repair through regular maintenance, the Landlord will if reasonably required replace the services with services of a similar type and quality.

~~11.3 The Tenant shall be liable to reimburse the Landlord for the cost of any such repair, maintenance or service contract pursuant to subclauses 11.1 and 11.2 if it is an outgoing specified in the First Schedule but only to the extent specified in the First Schedule.~~

Notification of Defects

12.1 The Tenant shall give to the Landlord prompt written notice of any accident to or defect in the premises of which the Tenant may be aware and in particular in relation to any pipes or fittings used in connection with the water electrical gas or drainage services.

Landlord's Right of Inspection

- 13.1** The Landlord and the Landlord's employees contractors and invitees may at all reasonable times and after having given prior written notice to the Tenant (except in the case of emergencies) enter upon the premises to view their condition.

Landlord may Repair

- 14.1** If default shall be made by the Tenant in the due and punctual compliance with any repair notice given by the Landlord pursuant to this lease, or if any repairs for which the Tenant is responsible require to be undertaken as a matter of urgency then without prejudice to the Landlord's other rights and remedies expressed or implied the Landlord may by the Landlord's employees and contractors with all necessary equipment and material at all reasonable times and on reasonable notice (except in the case of emergencies) enter the premises to execute the works. Any moneys expended by the Landlord in executing the works shall be payable by the Tenant to the Landlord upon demand together with interest on the moneys expended at the default interest rate from the date of expenditure to the date of payment.

Access for Works

- 15.1** The Tenant shall permit the Landlord and the Landlord's employees and contractors at all reasonable times and on reasonable written notice (except in the case of emergencies) to enter the premises for a reasonable period to inspect and carry out works to the premises or adjacent premises and to install inspect repair renew or replace any services where they are not the responsibility of the Tenant or are required to comply with the requirements of any statutes, regulations, by-law or requirement of any competent authority. All repairs inspections and works shall be carried out with the least possible inconvenience to the Tenant subject to subclauses 15.3 and 15.4.
- 15.2** If the Tenant's business use of the premises is materially disrupted because of the Landlord's works provided for in subclause 15.1, then during the period the works are being carried out a fair proportion of the rent and outgoings shall cease to be payable but without prejudice to the Tenant's rights if the disruption is due to a breach by the Landlord of the Landlord's obligation, under subclause 15.1, to cause the least possible inconvenience to the Tenant.
- 15.3** If in the Landlord's reasonable opinion, the Landlord requires the Tenant to vacate the whole or part of the premises to enable the works referred to in subclause 15.1 to be carried out, the Landlord may give the Tenant reasonable written notice requiring the Tenant to vacate the whole or part of the premises and specifying a reasonable period for which the Landlord requires possession. On the expiry of the notice the Landlord may take possession of the premises or the part specified in the notice. A fair proportion of the rent and outgoings shall cease to be payable during the period the Tenant vacates the premises as required by the Landlord.
- 15.4** The Landlord shall act in good faith and have regard to the nature, extent and urgency of the works when exercising the Landlord's right of access or possession in accordance with subclauses 15.1 and 15.3.

USE OF PREMISES

Business Use

- 16.1** The Tenant shall not without the prior written consent of the Landlord use or permit the whole or any part of the premises to be used for any use other than the business use. The Landlord's consent shall not be unreasonably or arbitrarily withheld or delayed in respect of any proposed use which is:
- (a) not in substantial competition with the business of any other occupant of the property which might be affected by the use; and
 - (b) reasonably suitable for the premises; and
 - (c) compliant with the requirements of the Resource Management Act 1991 or any other statutory provisions relating to resource management.
- If any change in use renders any increased or extra premium payable in respect of any policy or policies of insurance on the premises the Landlord as a condition of granting consent may require the Tenant to pay the increased or extra premium.
- 16.2** If any change in use requires compliance with sections 114 and 115 of the Building Act 2004 the Landlord, as a condition of granting consent, may require the Tenant to comply with sections 114 and 115 of the Act and to pay all compliance costs.
- 16.3** If the premises are a retail shop the Tenant shall keep the premises open for business during usual trading hours and fully stocked with appropriate merchandise for the efficient conduct of the Tenant's business.

Lease of Premises and Car Parks Only

- 17.1** The tenancy shall relate only to the premises and the car parks (if any) and the Landlord shall at all times be entitled to use occupy and deal with the remainder of the property without reference to the Tenant and the Tenant shall have no rights in relation to it other than the rights of use under this lease.

Neglect of Other Tenant

- 18.1** The Landlord shall not be responsible to the Tenant for any act or default or neglect of any other tenant of the property.

Signage

- 19.1** The Tenant shall not affix paint or exhibit or permit to be affixed painted or exhibited any name sign name-plate signboard or advertisement of any description on or to the exterior of the building without the prior approval in writing of the Landlord but approval shall not be unreasonably or arbitrarily withheld or delayed in respect of signage describing the Tenant's business. If approved the signage shall be secured in a substantial and proper manner so as not to cause any damage to the building or any person and the Tenant shall at the end or sooner determination of the term remove the signage and make good any damage occasioned in connection with the signage.

Additions, Alterations, Reinstatement and Chattels Removal

- 20.1** The Tenant shall neither make nor allow to be made any alterations or additions to any part of the premises or alter the external appearance of the building without first producing to the Landlord on every occasion plans and specifications and obtaining the written consent of the Landlord (not to be unreasonably or arbitrarily withheld or delayed) for that purpose. If the Landlord authorises any alterations or additions which are made before the commencement date or during the term of this lease the Tenant will at the Tenant's own expense if required by the Landlord no later than the end or earlier termination of the term reinstate the premises. Ownership of the alterations or additions that are not removed by the end or earlier termination of the lease may at the Landlord's election pass to the Landlord without compensation payable to the Tenant. If the Tenant fails to reinstate then any costs incurred by the Landlord in reinstating the premises whether in whole or in part, within 6 months of the end or earlier termination of the term shall be recoverable from the Tenant.
- 20.2** The Tenant, when undertaking any "building work" to the premises (as that term is defined in the Building Act 2004), shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates pursuant to that Act and shall provide copies of the building consents and code compliance certificates to the Landlord.

- 20.3** The Tenant may at any time before and will if required by the Landlord no later than the end or earlier termination of the term remove all the Tenant's chattels. In addition to the Tenant's obligations to reinstate the premises pursuant to subclause 20.1 the Tenant will make good at the Tenant's own expense all resulting damage and if the chattels are not removed by the end or earlier termination of the term ownership of the chattels may at the Landlord's election pass to the Landlord or the Landlord may remove them from the premises and forward them to a refuse collection centre. Where subclause 27.5 applies, the time by which the Tenant must remove the chattels and to make good all resulting damage will be extended to 5 working days after access to the premises is available.
- 20.4** The cost of making good resulting damage and the cost of removal of the Tenant's chattels shall be recoverable from the Tenant and the Landlord shall not be liable to pay any compensation nor be liable for any loss suffered by the Tenant.

Compliance with Statutes and Regulations

- 21.1** The Tenant shall comply with the provisions of all statutes, ordinances, regulations and by-laws relating to the use of the premises by the Tenant or other occupant and will also comply with the provisions of all licences, requisitions and notices issued by any competent authority in respect of the premises or their use by the Tenant or other occupant provided that:
- The Tenant shall not be required to make any structural repairs alterations or additions nor to replace or install any plant or equipment except where required by reason of the particular nature of the business carried on by the Tenant or other occupant of the premises or the number or sex of persons employed on the premises.
 - The Tenant shall not be liable to discharge the Landlord's obligations as owner under the Building Act 2004 unless any particular obligation is the responsibility of the Tenant as an occupier of the premises.
 - The Tenant will promptly provide the Landlord with a copy of all requisitions and notices received from a competent authority under this subclause.
- 21.2** If the Landlord is obliged by any legislation or requirement of any competent authority to expend moneys during the term of this lease or any renewed term on any improvement addition or alteration to the property which is not the Tenant's responsibility under subclause 21.1 and the expenditure would be an unreasonable amount then the Landlord may determine this lease. Any dispute as to whether or not the amount to be expended by the Landlord is unreasonable shall be determined by arbitration.
- 21.3** The Landlord warrants that allowing the premises to be open to members of the public and allowing the use of the premises by members of the public at the commencement date will not be a breach of section 363 of the Building Act 2004. This clause does not apply to any "building work" (as defined in the Building Act 2004) relating to the fit-out of the premises by the Tenant.
- 21.4** The Tenant, when undertaking any building work to the premises, shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates and shall not allow the premises to be open to members of the public or allow use of the premises by members of the public if that would be in breach of section 363 of the Building Act 2004.
- 21.5** During the term and any renewal, the Landlord shall not give consent to or carry out any building work in any part of the Landlord's property which may cause the Tenant to be in breach of section 363 of the Building Act 2004 by allowing the premises to be open to members of the public and allowing the use of the premises by members of the public.

No Noxious Use

- 22.1** The Tenant shall not:
- Bring upon or store within the premises nor allow to be brought upon or stored within the premises any machinery goods or things of an offensive noxious illegal or dangerous nature, or of a weight size or shape as is likely to cause damage to the building or any surfaced area.
 - Contaminate the property and shall undertake all works necessary to remove any contamination of the property other than contamination not caused by the Tenant or which took place prior to the commencement date of the lease term. Contamination means any change to the physical chemical or biological condition of the property by a "contaminant" as that word is defined in the Resource Management Act 1991.
 - Use the premises or allow them to be used for any noisome noxious illegal or offensive trade or business.
 - Allow any act or thing to be done which may be or grow to be a nuisance disturbance or annoyance to the Landlord, other tenants of the property, or any other person, and generally the Tenant shall conduct the Tenant's business upon the premises in a clean quiet and orderly manner free from damage nuisance disturbance or annoyance to any such persons but the carrying on by the Tenant in a reasonable manner of the business use or any use to which the Landlord has consented shall be deemed not to be a breach of this clause.

INSURANCE

Landlord shall insure

- 23.1** The Landlord shall at all times during the term keep and maintain insurance of the type shown and for the risks specified in the First Schedule. If insurance cover required under this subclause becomes unavailable during the term of this lease or any renewal other than because of the Landlord's act or omission, the Landlord will not be in breach while cover is unavailable, provided the Landlord uses all reasonable endeavours on an ongoing basis to obtain cover. The Landlord will advise the Tenant in writing whenever cover becomes unavailable and provide reasons as to the unavailability. The Landlord will also provide the Tenant with reasonable information relating to the cover when requested by the Tenant.

~~**23.2** The parties acknowledge and agree pursuant to section 271 of the Property Law Act 2007 that to the extent of any excess payable regarding any insurance policy held by the Landlord, the excess will represent an amount for which the Landlord has not insured, or has not fully insured the premises or the property against destruction or damage arising from the events that the section applies to. If the Landlord makes any claim against its insurance for any destruction or damage because of any act or omission of the Tenant, the Tenant will pay the Landlord the amount of the excess not exceeding the sum specified in the list of outgoings in the First Schedule~~

Tenant not to void insurance

- 24.1** The Tenant shall not carry on or allow upon the premises any trade or occupation or allow to be done any act or thing which:
- Shall make void or voidable any policy of insurance on the property.
 - May render any increased or extra premium payable for any policy of insurance except where in circumstances in which any increased premium is payable the Tenant shall have first obtained the consent of the insurer of the premises and the Landlord and made payment to the insurer of the amount of any such increased or extra premium as may be payable but the carrying on by the Tenant in a reasonable manner of the business use or of any use to which the Landlord has consented shall be deemed not to be a breach of this clause.
- 24.2** In any case where in breach of subclause 24.1 the Tenant has rendered any insurance void or voidable and the Landlord has suffered loss or damage by that the Tenant shall at once compensate the Landlord in full for such loss or damage.

When Tenant to have benefit of Landlord's insurance

- 25.1** Where the property is destroyed or damaged by fire, flood, explosion, lightning, storm, earthquake, volcanic activity or any risk against which the Landlord is (or has covenanted with the Tenant to be) insured the Landlord will not require the Tenant to meet the cost of making good the destruction or damage to the property and will indemnify the Tenant against such cost where the Tenant is obligated to pay for making good such damage or destruction. The Landlord does not have to indemnify the Tenant and the Tenant will not be excused from liability under this subclause if and to the extent that:
- (a) The destruction or damage was intentionally caused by the Tenant or those for whom the Tenant is responsible; or
 - (b) The destruction or damage was the result of an act or omission by the Tenant or those for whom the Tenant is responsible and that act or omission:
 - (1) occurred on or about the property; and
 - (2) constitutes an imprisonable offence; or
 - (c) Any insurance moneys that would otherwise have been payable to the Landlord for the damage or destruction are rendered irrecoverable in consequence of any act or omission of the Tenant or those for whom the Tenant is responsible.

DAMAGE TO OR DESTRUCTION OF PREMISES**Total Destruction**

- 26.1** If the premises or any portion of the building of which the premises may form part shall be destroyed or so damaged:
- (a) as to render the premises untenable then the term shall at once terminate from the date of destruction or damage; or
 - (b) in the reasonable opinion of the Landlord as to require demolition or reconstruction, then the Landlord may within 3 months of the date of damage give the Tenant 20 working days notice to terminate and a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage.
- Any termination pursuant to this subclause shall be without prejudice to the rights of either party against the other.

Partial Destruction

- 27.1** If the premises or any portion of the building of which the premises may form part shall be damaged but not so as to render the premises untenable and:
- (a) the Landlord's policy or policies of insurance shall not have been invalidated or payment of the policy moneys refused in consequence of some act or default of the Tenant; and
 - (b) all the necessary permits and consents are obtainable,
- the Landlord shall with all reasonable speed expend all the insurance moneys received by the Landlord in respect of such damage towards repairing such damage or reinstating the premises or the building but the Landlord shall not be liable to expend any sum of money greater than the amount of the insurance money received.
- 27.2** Any repair or reinstatement may be carried out by the Landlord using such materials and form of construction and according to such plan as the Landlord thinks fit and shall be sufficient so long as it is reasonably adequate for the Tenant's occupation and use of the premises.
- 27.3** Until the completion of the repairs or reinstatement a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage.
- 27.4** If any necessary permit or consent shall not be obtainable or the insurance moneys received by the Landlord shall be inadequate for the repair or reinstatement then the term shall at once terminate but without prejudice to the rights of either party against the other.

No Access in Emergency

- 27.5** If there is an emergency and the Tenant is unable to gain access to the premises to fully conduct the Tenant's business from the premises because of reasons of safety of the public or property or the need to prevent reduce or overcome any hazard, harm or loss that may be associated with the emergency including:
- (a) a prohibited or restricted access cordon applying to the premises; or
 - (b) prohibition on the use of the premises pending the completion of structural engineering or other reports and appropriate certifications required by any competent authority that the premises are fit for use; or
 - (c) restriction on occupation of the premises by any competent authority,
- then a fair proportion of the rent and outgoings shall cease to be payable for the period commencing on the date when the Tenant became unable to gain access to the premises to fully conduct the Tenant's business from the premises until the inability ceases.
- 27.6** This subclause 27.6 applies where subclause 27.5 applies and the premises or building of which the premises form part are not totally or partially destroyed or damaged resulting in the lease being cancelled as provided for in subclauses 26.1 or 27.4. Either party may terminate this lease by giving 10 working days written notice to the other if:
- (a) the Tenant is unable to gain access to the premises for the period specified in the First Schedule; or
 - (b) the party that terminates this lease can at any time prior to termination establish with reasonable certainty that the Tenant is unable to gain access to the premises for that period.
- Any termination shall be without prejudice to the rights of either party against the other.

DEFAULT**Cancellation**

- 28.1** The Landlord may (in addition to the Landlord's right to apply to the Court for an order for possession) and subject to section 245(2) of the Property Law Act 2007 cancel this lease by re-entering the premises at the time or at any time after that:
- (a) If the rent shall be in arrears 10 working days after any rent payment date and the Tenant has failed to remedy that breach within 10 working days after service on the Tenant of a notice in accordance with section 245 of the Property Law Act 2007.
 - (b) In case of breach by the Tenant of any covenant or agreement on the Tenant's part expressed or implied in this lease (other than the covenant to pay rent) after the Tenant has failed to remedy that breach within the period specified in a notice served on the Tenant in accordance with section 246 of the Property Law Act 2007.
 - (c) If the Tenant shall make or enter into or endeavour to make or enter into any composition assignment or other arrangement with or for the benefit of the Tenant's creditors.
 - (d) In the event of the insolvency, bankruptcy, statutory management, voluntary administration, receivership or liquidation of the Tenant.

- (e) If the Tenant shall suffer execution to issue against the Tenant's property goods or effects under any judgment against the Tenant in any Court for a sum in excess of five thousand dollars (\$5,000).

The term shall terminate on the cancellation but without prejudice to the rights of either party against the other.

Essentiality of Payments

- 29.1 Failure to pay rent or other moneys payable under this lease on the due date shall be a breach going to the essence of the Tenant's obligations under the lease. The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages from the Tenant for such breach. This entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.
- 29.2 The acceptance by the Landlord of arrears of rent or other moneys shall not constitute a waiver of the essentiality of the Tenant's continuing obligation to pay rent and other moneys.

Repudiation

- 30.1 The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages for any loss or damage suffered by reason of any acts or omissions of the Tenant constituting a repudiation of the lease or the Tenant's obligations under the lease. Such entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.

QUIET ENJOYMENT

- 31.1 The Tenant paying the rent and performing and observing all the covenants and agreements expressed and implied in this lease shall quietly hold and enjoy the premises throughout the term without any interruption by the Landlord or any person claiming under the Landlord.

RENEWAL OF LEASE

- 32.1 If the Tenant has given to the Landlord written notice to renew the lease at least ~~5 calendar months~~ ^{1 calendar month} before the end of the term and is not at the date of the giving of the notice in breach of this lease then the Landlord will grant a new lease for a further term from the renewal date as follows:
- (a) If the renewal date is a market rent review date the annual rent shall be the current market rent which if not agreed on shall be determined in accordance with subclause 2.2 but the annual rent shall not be less than the rent payable as at the commencement date of the immediately preceding lease term.
 - (b) If the renewal date is a CPI rent review date, the annual rent shall be determined in accordance with subclause 2.5.
 - (c) Subject to the provisions of paragraphs (a) and (b) the new lease shall be upon and subject to the covenants and agreements expressed and implied in this lease except that the term of this lease plus all further terms shall expire on or before the final expiry date.
 - (d) The annual rent shall be subject to review during the term of the new lease on the rent review dates specified in the First Schedule.
 - ~~(e) The Landlord as a condition of granting a new lease shall be entitled to have the new lease guaranteed by any guarantor who has guaranteed this lease on behalf of the Tenant who has given notice or the security of a bank guarantee that has been given.~~
 - (f) If the renewal date is a market rent review date, pending the determination of the rent, the Tenant shall pay an interim rent in accordance with subclauses 2.3 and 2.4.
 - (g) Notwithstanding anything contained in subclause 32.1(f) the interim rent referred to in that subclause shall not be less than the annual rent payable as at the commencement date of the immediately preceding lease term.
 - (h) The parties will not be released by the renewal of the lease from any liability for any breach under this lease.

ASSIGNMENT OR SUBLETTING

- 33.1 The Tenant shall not assign sublet or otherwise part with the possession of the premises, the carparks (if any) or any part of them without first obtaining the written consent of the Landlord which the Landlord shall not unreasonably withhold or delay if the following conditions are fulfilled:
- (a) The Tenant proves to the reasonable satisfaction of the Landlord that the proposed assignee or subtenant is (and in the case of a company that the shareholders of the proposed assignee or subtenant are) respectable responsible and has the financial resources to meet the Tenant's commitments under this lease and in the case of the subtenant the subtenant's commitments under the sublease. The Tenant shall give the Landlord any additional information reasonably required by the Landlord.
 - (b) All rent and other moneys payable have been paid and there is not any subsisting breach of any of the Tenant's covenants.
 - (c) In the case of an assignment a deed of covenant in customary form approved or prepared by the Landlord is duly executed and delivered to the Landlord.
 - (d) In the case of an assignment to a company (other than a company listed on the main board of a public stock exchange in New Zealand or Australia) either a deed of guarantee in customary form approved or prepared by the Landlord is duly executed by the principal shareholders of that company and delivered to the Landlord or a bank guarantee from a registered trading bank in New Zealand on reasonable terms approved by the Landlord as security for the performance by the company of its obligations under this lease is provided to the Landlord.
 - (e) The Tenant pays the Landlord's reasonable costs and disbursements in respect of the approval and the preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable inquiries made by or on behalf of the Landlord concerning any proposed assignee subtenant or guarantor. All such costs shall be payable whether or not the assignment or subletting proceeds.
- 33.2 Where the Landlord consents to a subletting the consent shall extend only to the subletting and notwithstanding anything contained or implied in the sublease the consent shall not permit any subtenant to deal with the sublease in any way in which the Tenant is restrained from dealing without consent.
- 33.3 Where any Tenant is a company which is not listed on the main board of a public stock exchange in New Zealand or Australia, then any change in the legal or beneficial ownership of its shares or the shares of its shareholder or issue of new capital in the company or its shareholder where in any case there is a change in the effective management or control of the company will require the written consent of the Landlord which will not be unreasonably withheld or delayed.

/* by failing to pay rent or other moneys payable under this lease and which such breach is subsisting at the time of giving notice,

UNIT TITLE PROVISIONS

34.1 Clause 34 applies where the property is part of a unit title development.

Body Corporate

34.2 The expression "Body Corporate" means the Body Corporate under the Unit Titles Act 2010 (in subclauses 34.2 to 34.7 "the Act") in respect of the property.

Act and Rules Paramount

34.3 This lease shall be subject to the provisions of the rules of the Body Corporate and the provisions of the Act.

Insurance

34.4 Unless the Body Corporate has resolved that the Landlord is to insure the building the Landlord's obligation to insure the building shall be satisfied by the Body Corporate maintaining the same insurance cover in accordance with the Act.

Landlord's Obligations

34.5 The Landlord shall observe and perform all of the Landlord's obligations as a member of the Body Corporate and shall use the Landlord's best endeavours to ensure that the Body Corporate complies with its rules and the provisions of the Act.

Tenant's Obligations

34.6 The Tenant shall comply with the rules of the Body Corporate and the provisions of the Act to the extent that they apply to the Tenant's use of the property.

Consents

34.7 Where in this lease the consent of the Landlord is required in respect of any matter then the like consent of the Body Corporate shall also be required if the consent of the Body Corporate to the matter would be necessary under its rules or the Act.

CARPARKS

35.1 The Tenant shall have the right to exclusive possession of the leased car parks, but when any car park is not being used by the Tenant other persons shall be entitled to pass over the same.

35.2 The Landlord may carry out repairs to the car parks and no abatement of rent or other compensation shall be claimed by the Tenant except pursuant to subclauses 26.1 or 27.3.

35.3 The Tenant shall comply with the Landlord's reasonable requirements relating to the use of the car parks and access to them and in particular shall only use the car parks for the parking of one motor vehicle per parking space.

35.4 The provisions of the Second Schedule shall apply to the car parks as appropriate.

GENERAL

Holding Over

36.1 If the Landlord permits the Tenant to remain in occupation of the premises after the expiration or sooner determination of the term, the occupation shall be a periodic tenancy only terminable by at least 20 working days notice given at any time with the tenancy terminating on the expiry of the notice at the rent then payable and otherwise on the same covenants and agreements (so far as applicable to a periodic tenancy) as expressed or implied under this lease.

Access for Re-Letting or Sale

37.1 The Tenant will during the term permit the Landlord, the Landlord's representatives and prospective tenants or purchasers to have access to inspect the premises provided that:

- (a) Any such inspection is at a time which is reasonably convenient to the Tenant and after reasonable written notice.
- (b) The inspection is conducted in a manner which does not cause disruption to the Tenant.
- (c) If the Landlord or the Landlord's representatives are not present the persons inspecting have written authority from the Landlord to do so.

Suitability

38.1 No warranty or representation expressed or implied has been or is made by the Landlord that the premises are now suitable or will remain suitable or adequate for use by the Tenant or that any use of the premises by the Tenant will comply with the by-laws or ordinances or other requirements of any authority having jurisdiction.

Affirmation

39.1 A party to this lease shall not be entitled to cancel this lease if, with full knowledge of any repudiation or misrepresentation or breach of covenant, that party affirmed this lease.

Waiver

40.1 No waiver or failure to act by either party in respect of any breach by the other shall operate as a waiver of another breach.

Land Transfer Title or Mortgagee's consent

41.1 The Landlord shall not be required to do any act or thing to enable this lease to be registered or be required to obtain the consent of any mortgagee of the property and the Tenant will not register a caveat in respect of the Tenant's interest under this lease.

Notices

42.1 All notices must be in writing and must be served by one of the following means:

- (a) In the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
- (b) In all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
 - (1) in the manner authorised by sections 354 to 361 of the Property Law Act 2007, or
 - (2) by personal delivery, or by posting by registered or ordinary mail, or by facsimile, or by email.

- 42.2** In respect of the means of service specified in subclause 42.1(b)(2), a notice is deemed to have been served:
- (a) In the case of personal delivery, when received by the addressee.
 - (b) In the case of posting by mail, on the second working day following the date of posting to the addressee's last known address in New Zealand.
 - (c) In the case of facsimile transmission, when sent to the addressee's facsimile number.
 - (d) In the case of email, when acknowledged by the addressee orally or by return email or otherwise in writing except that return emails generated automatically shall not constitute an acknowledgement.
- 42.3** In the case of a notice to be served on the Tenant, if the Landlord is unaware of the Tenant's last known address in New Zealand or the Tenant's facsimile number, any notice placed conspicuously on any part of the premises shall be deemed to have been served on the Tenant on the day on which it is affixed.
- 42.4** A notice shall be valid if given by any director, general manager, lawyer or other authorised representative of the party giving the notice.
- 42.5** Where two or more notices are deemed to have been served at the same time, they shall take effect in the order in which they would have been served but for subclause 47.1(p).
- 42.6** Any period of notice required to be given under this agreement shall be computed by excluding the date of service.

Arbitration

- 43.1** The parties shall first endeavour to resolve any dispute or difference by agreement and if they agree by mediation.
- 43.2** Unless any dispute or difference is resolved by mediation or other agreement within 30 days of the dispute or difference arising, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with the Arbitration Act 1996 or any other statutory provision then relating to arbitration.
- 43.3** If the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon request of any party, by the president or vice president of the New Zealand Law Society. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject to this and varied accordingly.
- 43.4** The procedures prescribed in this clause shall not prevent the Landlord from taking proceedings for the recovery of any rent or other monies payable under this lease which remain unpaid or from exercising the rights and remedies in the event of the default prescribed in subclause 28.1.

No Implied Terms

- 44.1** The covenants, conditions and powers implied in leases pursuant to the Property Law Act 2007 and sections 224 and 266(1)(b) of that Act shall not apply to and are excluded from this lease where allowed.

Limitation of Liability

- 45.1** If any person enters into this lease as trustee of a trust, then:
- (a) That person warrants that:
 - (1) that person has power to enter into this lease under the terms of the trust; and
 - (2) that person has properly signed this lease in accordance with the terms of the trust; and
 - (3) that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this lease; and
 - (4) all of the persons who are trustees of the trust have approved entry into this lease.
 - (b) If that person has no right to or interest in any assets of the trust except in that person's capacity as a trustee of the trust, that person's liability under this lease will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired as a result of fraud or gross negligence that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.
- 45.2** Notwithstanding subclause 45.1, a party to this lease that is named in item 17 of the First Schedule as a limited liability trustee, that person's liability will not be personal and unlimited but limited in accordance with subclause 45.1(b).

Counterparts

- 46.1** This lease may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same lease. A party may enter into this lease by signing a counterpart copy and sending it to the other party, including by facsimile or email.

DEFINITIONS AND INTERPRETATION

- 47.1** In this lease:
- (a) "building services" means all services provided by the Landlord as an integral part of the building for the general use and enjoyment of the building by its tenants or occupants including water, gas, electricity, lighting, air conditioning, heating and ventilation, telecommunications, lifts and escalators whether or not they are located within the premises.
 - (b) "CPI" means the Consumer Price Index (All Groups) published by Statistics New Zealand or other government agency and any revised, replacement or substituted index.
 - (c) "Default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the Landlord (or where the Landlord is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under this lease but does not include any sum levied against the Landlord (or where the Landlord is or was a member of a GST group its representative member) by reason of a default or delay by the Landlord after payment of the GST to the Landlord by the Tenant.
 - (d) "emergency" for the purposes of subclause 27.5 means a situation that:
 - (1) is a result of any event, whether natural or otherwise, including an explosion, earthquake, eruption, tsunami, land movement, flood, storm, tornado, cyclone, serious fire, leakage or spillage of any dangerous gas or substance, infestation, plague, epidemic, failure of or disruption to an emergency service; and
 - (2) causes or may cause loss of life or serious injury, illness or in any way seriously endangers the safety of the public or property; and
 - (3) the event is not caused by any act or omission of the Landlord or Tenant.

- (e) "GST" means the Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
- (f) "premises" includes all the Landlord's fixtures and fittings provided by the Landlord and those set out in the Fifth Schedule.
- (g) "premises condition report" means the report as set out in the Sixth Schedule.
- (h) "renewal" means the granting of a new lease as provided for in subclause 32.1.
- (i) "rules" in clause 34 means the Body Corporate operational rules under the Unit Titles Act 2010 and any amendments to those rules or replacement rules.
- (j) "structural repair" means a repair, alteration or addition to the structure or fabric of the building but excluding building services.
- (k) "term" includes, where the context requires, a further term if the lease is renewed.
- (l) "the common areas" means those parts of the property the use of which is necessary for the enjoyment of the premises and which is shared with other tenants and occupiers.
- (m) "the Landlord" and "the Tenant" means where appropriate the executors, administrators, successors and permitted assigns of the Landlord and the Tenant.
- (n) "the property" and "the building" mean the land, building(s) or improvements of the Landlord which comprise or contain the premises. Where the premises are part of a unit title development the words "the property" mean the land and building(s) comprised in the development.
- (o) "those for whom the Tenant is responsible" includes the Tenant's agents employees contractors or invitees.
- (p) "working day" has the meaning given to it in the Property Law Act 2007. Notices served after 5pm on a working day, or on a day which is not a working day, shall be deemed to have been served on the next succeeding working day.
- (q) A reference in this lease to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (r) A reference to the words "include" or "including" are to be interpreted without limitation.
- (s) If any inserted term (including any Further Term in the Third Schedule) conflicts with the covenants in the First, Second and Fourth Schedules, the inserted term will prevail.
- (t) Whenever words appear in this lease that also appear in the First Schedule then those words shall mean and include the details supplied after them in the First Schedule.
- (u) Where the context requires or admits, words importing the singular shall import the plural and vice versa.
- (v) Where the Landlord's consent or approval to any matter is required under this lease then, unless expressly stated to the contrary in this lease, in each case the Landlord:
 - (1) must not unreasonably withhold consent or approval, and
 - (2) must, within a reasonable time of the Landlord's consent or approval being requested:
 - (i) grant that consent or approval; or
 - (ii) notify the Tenant in writing that the consent or approval is withheld.
- (w) **"Agreement" means the agreement between the Tenant and the Estate Operations Manager to provide the Estate Operations Manager with premises dated on or about the date of this Lease.**
- (x) **"Estate Operations Manager" means in the first instance [] and includes its replacement or assigns.**

THIRD SCHEDULE

FURTHER TERMS (if any)

See attached clause 48



FOURTH SCHEDULE

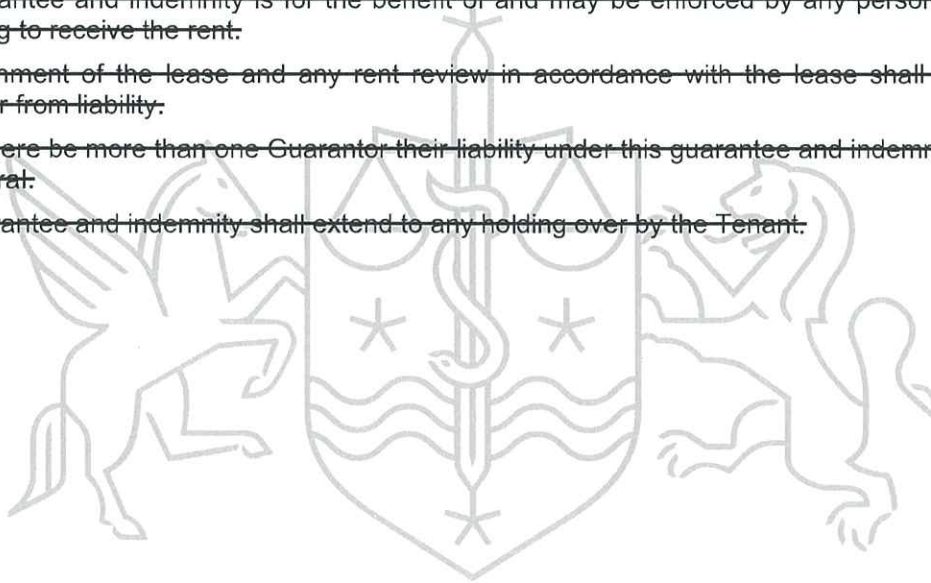
GUARANTEE

IN CONSIDERATION of the Landlord entering into the lease at the Guarantor's request the Guarantor:

- (a) — Guarantees payment of the rent and the performance by the Tenant of the covenants in the lease;
- (b) — Indemnifies the Landlord against any loss the Landlord might suffer should the lease be lawfully disclaimed or abandoned by any liquidator, receiver or other person.

THE GUARANTOR covenants with the Landlord that:

- 1. — No release delay or other indulgence given by the Landlord to the Tenant or to the Tenant's successors or assigns or any other thing by which the Guarantor would have been released had the Guarantor been merely a surety shall release prejudice or affect the liability of the Guarantor as a guarantor or as indemnifier.
- 2. — As between the Guarantor and the Landlord the Guarantor may for all purposes be treated as the Tenant and the Landlord shall be under no obligation to take proceedings against the Tenant before taking proceedings against the Guarantor.
- 3. — The guarantee and indemnity is for the benefit of and may be enforced by any person entitled for the time being to receive the rent.
- 4. — An assignment of the lease and any rent review in accordance with the lease shall not release the Guarantor from liability.
- 5. — Should there be more than one Guarantor their liability under this guarantee and indemnity shall be joint and several.
- 6. — The Guarantee and indemnity shall extend to any holding over by the Tenant.



FIFTH SCHEDULE

LANDLORD'S FIXTURES AND FITTINGS

(Subclause 47.1(f))

See premises condition report attached at Sixth Schedule (excluding chattels and furniture)



SIXTH SCHEDULE

PREMISES CONDITION REPORT

(Subclause 8.1)

See attached



Dated _____

Between

Northwick Park Trustee Limited as trustee of the Northwick
Park Trust

Landlord

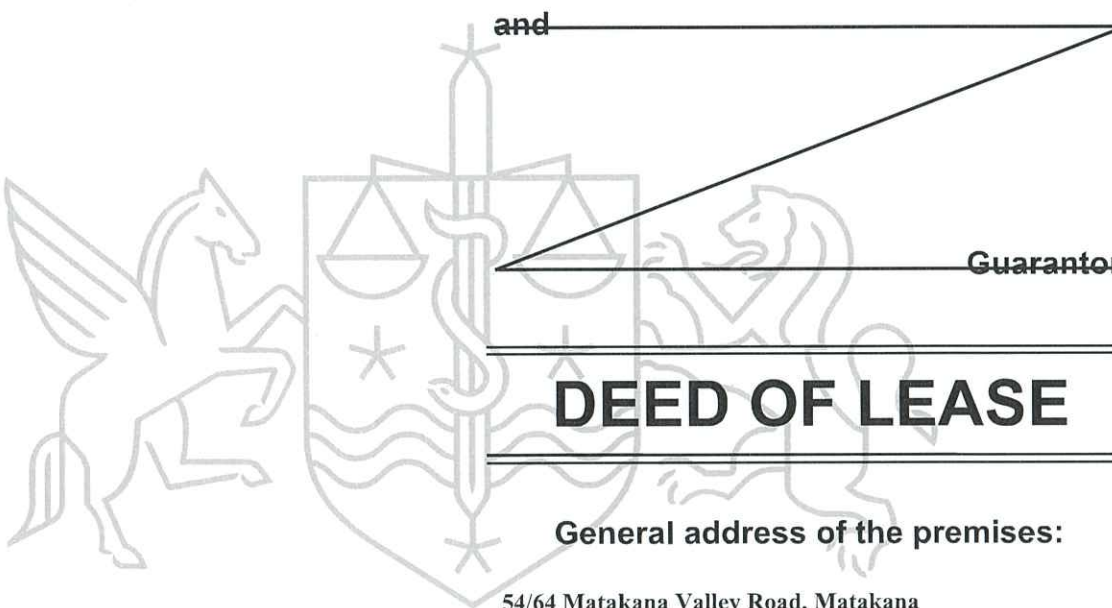
and

Body Corporate 607256

Tenant

and _____

Guarantor



DEED OF LEASE

General address of the premises:

54/64 Matakana Valley Road, Matakana

Glaister Keegan
Barristers & Solicitors
PO Box 63
Shortland Street
Auckland 1140

Schedule Ten

VSL Landscapes Limited Proposal

From: Chris Dale chris.d@vsllandscapes.co.nz
Sent: Thursday, 27 March 2025 7:21 pm
To: Euan Whitaker euanw@conradproperties.com
Cc: Phillip Lockyer PhillipLockyer@stratatitle.co.nz; Ben Dearlove
BenD@conradproperties.com
Subject: RE: TWM - VSL Maintenance

Hi Euan,

6-month maintenance period following PC to GN Construction at \$ 766.66 per month =
\$4600.00 incl GST

We can add the grass and tree maintenance to the one-off monthly visit as listed below for an
additional \$120.00 excl

Should the lawns need more frequent mowing than monthly this would be a separate visit of
\$200.00/ per visit.

Regards,

Chris Dale

Commercial Manager



P: 09 218 4734 **M:** 021 568528

43 William Pickering Drive, Albany.

www.vsllandscapes.co.nz

This email may contain confidential information. If you are not the intended recipient, you must not disclose or use the information in it. If you have received this email in error, please notify VSL Landscapes Ltd immediately by return email and delete the document.

Schedule Eleven

Service Contract with Dutton Stormwater Maintenance Limited

DUTTON STORMWATER

Stormwater Maintenance Proposal

**Strata Title Administration Ltd C/- BC607256
DSM7215 - Matakana Workshops**

13 December 2024



13 December 2024

Strata Title Administration Ltd C/- BC607256

64 Matakana Valley Road Matakana

Auckland

Attention: Phillip Lockyer

Dear Phillip,

Re: Proposal for Stormwater Maintenance at DSM7215 - Matakana Workshops in relation to Condition 58 of the Stormwater Discharge Permit DIS60386963

Thank you for the opportunity to forward this proposal to maintain the storm water devices at the above-mentioned site. The maintenance of these devices is critical for effective treatment of storm water runoff. Dutton Stormwater specializes in all aspects of storm water maintenance and ensures your devices operate to their full capacity thus solving the following elements:

- Compliance of Resource Consent requirements with local and regional Councils (if applicable)
- Reduces risk of drain blockage and potential damage to property.
- The sumps trap fine particles from run-off. It is important to get these cleaned regularly to minimise contaminants discharging to our waterways

Given our vast experience in the maintenance of SW360 Stormfilters, we have created a schedule to meet your site requirements, satisfy Council criteria and SW360 O&M's, meanwhile minimising your annual expenditure. This involves servicing the device on an annual basis, beginning with a General Service in the first year followed by a Full Service in the second year.

- Full Service Scope - Remove and replacement of cartridges, clean and vacuum of vault, inspection of all components, full report sent
- General Service Scope - Clean and vacuum of vault, inspection of all components, full report sent

The attached Worksheet details the frequency, and pricing.

Please find below our pricing and terms to carry out the stormwater maintenance at your site.

PLEASE NOTE:

1. Price includes (unless stated otherwise): Disposal at an approved council facility, travelling to and from site, Confined Space Entry and Equipment, full report for all devices.
2. Prices include allowance of a 150 mm of silt on the vault floor. If levels are higher than this, extra disposal and service time charges may apply.
3. Cesspit quantities are estimates and will be charged on the actual quantity serviced at the below rates.

If you wish to proceed please review the terms of the agreement and accept below. We will then be in contact with timings for service.

I look forward to hearing from you.

Kind regards,

Grant Buckingham



Business Development Manager
Dutton Stormwater Maintenance Limited

Dutton Stormwater Maintenance

59 Woodside Avenue
Auckland, AUK 0626
New Zealand

T: 0800 115 557

Prepared for Strata Title Administration Ltd C/- BC607256
Phillip Lockyer
64 Matakana Valley Road
Matakana
Matakana, AUK 0985
New Zealand

T: 021-775603
E: PhillipLockyer@stratatitle.co.nz

Proposal #	5003
Date	13 December 2024
Expires	13 March 2025
Contact	Grant Buckingham

ACCEPT PROPOSAL

DSM7215 - Matakana Workshops - Stormwater Maintenance Proposal

Services

Annual Fees

Item	Qty	Price	Total
1 x Stormfilter - 4 x 69cm Perlite Cartridges - Annual Split Scheudle	1	\$1,148.50	\$1,148.50
Year 1 - General Services - \$625.00			
Year 2 - Full Services - \$1,672.00			
Annual Average Across 2 Years of Service - \$1,148.50			
1 x Stormfilter - 6 x 69cm Perlite Cartridges - Annual Split Scheudle	1	\$1,601.50	\$1,601.50
Year 1 - General Services - \$695.00			
Year 2 - Full Services - \$2,508.00			
Annual Average Across 2 Years of Service - \$1,601.50			
1 x Stormfilter - 2 x 69cm Perlite Cartridges - Annual Split Scheudle	1	\$765.50	\$765.50
Year 1 - General Services - \$555.00			
Year 2 - Full Services - \$976.00			
Annual Average Across 2 Years of Service - \$765.50			
3 x Triton Detention Tanks - Annual Service	3	\$575.00	\$1,725.00
7 x Retention Tanks - Annual Service	7	\$575.00	\$4,025.00
13 x Catchpits - Annual Service	13	\$0.00	\$0.00
Annual Subtotal			\$9,265.50
GST (15%)			\$1,389.83
Total Annually			\$10,655.33 NZD

ACCEPT PROPOSAL**Quote Attachments**

-  [Scope_of_Works_for_the_maintenance_of_Soak_holes.pdf \(115 KB\)](#)
-  [SO18_- Scope_of_Works_for_the_maintenance_of_Stormfilters.pdf \(122 KB\)](#)
-  [SO29_- Scope_of_Works_for_the_maintenance_of_Cess_pits.pdf \(109 KB\)](#)
-  [Split_Schedule.pdf \(116 KB\)](#)

We would like to offer you the opportunity to lock these prices in for future services. The Service Maintenance Agreement covers 3 years of 6 monthly service.

Service Maintenance Agreement for the maintenance of Stormwater System at DSM7215 - Matakana Workshops

This Agreement is made on the date of signing between "The Contractor" Dutton Stormwater Maintenance Ltd, and "The Principal" Strata Title Administration Ltd C/- BC607256

IT IS AGREED as follows:

1. The Contractor shall complete the works as described in this quote.
2. The Principal shall pay the Contractor the sum as per quote number in document above plus GST, per service.
3. The invoice will reflect the actual cost for the service, as reflected in the Worksheet. Should extra costs be incurred these will be itemized on the invoice.
4. The Contractor shall complete the servicing at a time that is agreeable to both parties. Servicing time frame will be as per the quote.
5. The Contractor shall comply with all site regulations and with the Health and Safety at Work Act, 2015.
6. The Contractor shall complete a service report and send to the Principal with the Invoice.
7. The Agreement shall be for three years from the date of the first service.

Schedule Twelve

Service Contract with Ecoflow Limited



Proposal for Sewer Pumps
Service 64 Matakana
Valley Road Matakana



Introduction

This proposal outlines the comprehensive plan for servicing the sewage pumps at 64 Matakana Valley Road. The objective is to ensure the reliable operation of the sewage system, prevent potential breakdowns, and extend the lifespan of the equipment through regular maintenance.

Company Background

Ecoflow has over 17 years of experience in providing top-tier maintenance services for E/One sewer systems. Our team of skilled technicians is equipped with the latest tools and knowledge to handle all aspects of E/One sewer pump maintenance, repair, and replacement.

Scope of Work

The scope of work for servicing the sewage pumps includes:

1. Inspection:

- Visual inspection of the pump and associated components.
- Checking for any signs of wear and tear, corrosion, or damage.
- Inspecting electrical connections and controls for any faults.

2. Cleaning:

- Removing debris and build-up from the pump and surrounding areas.
- Cleaning of pumps, tanks, and other internal components.

3. Testing:

- Conducting operational tests to ensure the pump is functioning correctly.
- Measuring flow rates to confirm optimal performance.

4. Repairs and Replacements:

- Identifying any components that require repair or replacement.
- Providing recommendations for necessary repairs or upgrades.
- Performing repairs or replacing parts as authorized.

5. Reporting:

- Providing a detailed report of the work performed, including any findings and recommendations.
- Documenting any parts replaced and the condition of the pumps.

Frequency of Service

To maintain optimal performance, we recommend servicing the station biannually or annually depending on access and influent loading.

Cost Estimated for Duplex

Cost Annually callout \$392 + GST (covers travel and the first hour's (labor)

Two service technicians \$207 Hour.

Cost biannually callout \$392 + GST each visit (covers travel and the first hour's (labor)

Two service technicians \$207 Hours.

If we service all three tanks in one visit, there will only be one callout fee. The estimated time required is about **two hours per tank**, totaling approximately **six hours on-site**.

Frequency Recommendations:

Initial Recommendation

Begin with biannual servicing every six months to ensure proper operation and address any potential issues.

Ongoing Schedule

If the pumps and tanks are in good order after initial assessments, move to an annual servicing schedule.

Regular maintenance ensures reliability, reduces the likelihood of breakdowns, and extends the lifespan of the equipment.

Sucker Truck will be billed separately and directly to the customer.

Parts

Parts needed will be additional to the above service cost. A detailed breakdown of the parts needed will be provided at the time of inspection to the approved contact.

Disclaimer

Ecoflow Ltd will inspect and service the pump system and ensure it is working optimally and per manufacturer's specifications. We cannot, however, guarantee future conditions or that there will not be system failures after the date of inspection. Should future failures occur, costs associated with repairs or replacement shall be the owner's responsibility.

Benefits of Regular Servicing

Regular servicing of Sewer pumps offers several benefits:

- **Increased Reliability:** Prevents unexpected breakdowns and ensures continuous operation.
- **Extended Lifespan:** Regular maintenance helps to extend the life of the equipment.
- **Cost Savings:** Preventive maintenance reduces the need for costly emergency repairs.
- **Compliance:** Ensures compliance with health and safety regulations.

We look forward to continuing our work at 64 Matakana Valley Road and provide the highest level of service. Please contact us at 09 447 1793 to discuss this proposal further and schedule the recurring jobs.

Approval

To approve this proposal and initiate the servicing schedule, please sign below, and return a copy to Ecoflow. Please note that this service agreement is only valid for a year, 26/3/25 to 26/3/26

Approval

Contact Details

Name: Body Corporate 607256

Street: The Workshops Matakana, 64 Matakana Valley Road, Matakana

Signature:

Town:

Date:

Date:



Maintenance Agreement (PDF)

E/ONE PRESSURE WASTEWATER COLLECTION SYSTEM – AGREEMENT

1. Congratulations on acquiring the E/One Pressure Sewer Grinder Pump Station ("Product") with (or for) your home. As the homeowner or occupier, we wish to ensure you are aware of how to maintain the Product and to utilise the 2 year E/One limited warranty ("Express Warranty") if this were to be required. Ecoflow Limited ("we" or "us") is your contact in New Zealand in relation to the Product and this agreement enables you to clearly interact with us both during and after that initial Express Warranty period of two years from the date of installation or 27 months from the date of shipment, whichever occurred first ("Warranty Period").
2. As a condition both of the Express Warranty and the Support Services offered by us, any maintenance to the Product must be conducted by us. Contact can be made toll free on: **0508 LATERAL (0508 528 3725)**.
3. We provide the following Support Services:
 - Ecoflow will be the first point of call in the event of an alarm in relation to the Product. Please notify us promptly on the contact number above.
 - From the response call that you make, Ecoflow will arrange the appropriate course of action i.e. Provide you guidance by phone, or a site visit.
 - Unless covered by the Express Warranty, site visits will incur an additional call out charge and expenses related to the Product.
 - Ecoflow will maintain a record of the service history of the Product.
4. All repairs and related labour and materials to the Product will be charged to the home owner at our current rates unless in response to a repair that is determined by us to be covered by the Express Warranty.
5. Ecoflow can offer annual maintenance agreements after the 2 year warranty period.
6. Support Services require cash on or before service delivery unless payment terms have been agreed by us in writing. You agree to pay us:
 - A deposit if required;
 - Interest on any amount you owe us after the due date at the rate of 2.5% per month or part month;
 - Costs, including debt collection and legal costs, which we may incur as a consequence of having to enforce any of our rights contained in the agreement.
7. The time stated for service delivery is an estimate only and, to the maximum extent permitted by law, it is agreed we are not responsible or liable for any delay in delivery.
8. The Consumer Guarantees Act 1993 (CGA), the Fair Trading Act 1986 (FTA), and other statutes may imply warranties or conditions or impose obligations upon us which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any implied warranties, conditions or terms imposed on us, our liability shall, where it is allowed, be excluded or if not able to be excluded, only apply to the minimum extent required by the relevant statute. Subject to this, it is agreed that:
 - If we are deemed to be liable to you for any loss or damage of any kind whatsoever, our liability is limited in its aggregate to 1,000.00;
 - We are not liable for delay or failure to perform our obligations if the cause of the delay or failure is beyond our control.
9. Reference to any legislation in these terms includes its successor or amendment legislation.
10. We shall be entitled to amend these terms on 1 month's notice in writing to you. Such amended terms shall apply on the expiry of the Warranty Period or the first day of your renewed annual maintenance contract (if applicable).

11. You will notify us of any change in the ownership, control, status, or management of the Product. There is an obligation by Ecoflow to transfer this contract to any new owner to comply with local Authority regulations.

Address: WWPC3, 64 Matakana Valley Road, Matakana

Signed _____
(Owner/Occupier's Signature)

Date _____

Accepted  _____
(Ecoflow Representative)

Date 14/03/2025

Please return this agreement to:
Ecoflow Limited
admin@ecoflow.co.nz

Privacy Statement:

Ecoflow Limited ("Ecoflow") is collecting, using and disclosing information about you to provide products and services, to enforce Ecoflow's rights, to market our products and services and generally to do business with you. You may not be able to open an account and receive products and services if all the requested information is not provided. Under the Privacy Act 2020, individuals have rights of access to, and correction of, their personal information.

Exhibit F – Limited Express Warranty

Limited Warranty

Subject to the provisions below, Environment One Corporation (“E/One”) offers a limited warranty that guarantees its product to be free from defects in material and factory workmanship for a period of two years from the date of installation, or 27 months from the date of shipment, whichever occurs first, provided the product is properly installed, serviced and operated under normal conditions according to manufacturer’s instructions. Repair or parts replacements and labour required as a result of such defect will be made free of charge during this period upon return of the defective parts or equipment to the manufacturer or its nearest authorised service centre.

E/One warrants the original purchaser its grinder pump stations against defects in workmanship and materials that may appear under normal and proper use.

E/One’s sole obligation is to repair, replace or grant credit at its discretion for defective products when returned prepaid to E/One or its nearest authorised service centre. Product repaired or replaced under warranty will be returned freight prepaid. Any modification of this warranty must be pre-approved by the Vice-President of Sales, E/One. See conditions and limitation below.

Notwithstanding anything to the contrary contained in this warranty and to the fullest extent permitted by law under no circumstances shall E/One be subject to any consequential, incidental, indirect or contingent damages whatsoever, whether based on contract, tort, strict liability or other law, all such damages and claims being specifically disclaimed.

Conditions of Warranty

Other conditions and limitations of warranty are as follows;

- returns must have prior authorisation by E/One;
- repair or replacement of any part shall not extend the warranty period;
- all warranty claims are subject to approval by E/One;
- E/One assumes no liability for any direct, indirect or consequential loss or damages of any kind in respect to the supply, use or operation of E/One grinder pump stations;
- damage or defects resulting from misuse, misapplication, improper operation, neglect,

accident, alternative or faulty installation are not within the scope of the warranty;

- the warranty does not apply to any unit that has been repaired or altered by anyone other than an E/One authorised service centre;
- the warranty does not extend to and E/One shall not be liable for damage, injuries or losses caused by acts of God or other external causes beyond the control of E/One;
- the warranty does not extend to and E/One shall not be liable for damage, injuries or losses caused by deficient, negligent or improper installation of the unit;
- the warranty does not extend to and E/One shall not be liable for damage, injuries or losses caused by the loss of service performed by the unit or flooding due to power interruptions, power outages, power supply failure or the power being turned off or disconnected;
- the warranty does not extend to and E/One shall not be liable for property damage or bodily or personal injury of any kind however caused or arising;
- the warranty does not extend to and E/One shall not be liable for damage, injuries or losses caused by damage because of a defective power supply or improper electrical protection;
- the warranty does not extend to and E/One shall not be liable for damage, injuries or losses caused by damage or failure because of infiltration or inflow from sources other than sources for which the unit was designed and the use in the unit of any material or item other than residential wastewater including the introduction of foreign materials (ie abnormal amount of grease, strong chemicals, flammable material, etc) to the unit in respect of which the unit was not designed.

To the fullest extent permitted by law the foregoing warranty is in lieu of all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose. No person is authorised to make any additional warranty on behalf of the manufacturer.

EOne Sewer Systems
2773 Balltown Rd Niskayuna NY USA
12309
(1) 518.346.6161. www.eone.com



Maintenance Agreement (PDF)

E/ONE PRESSURE WASTEWATER COLLECTION SYSTEM – AGREEMENT

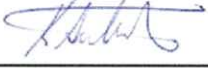
1. Congratulations on acquiring the E/One Pressure Sewer Grinder Pump Station ("Product") with (or for) your home. As the homeowner or occupier, we wish to ensure you are aware of how to maintain the Product and to utilise the 2 year E/One limited warranty ("Express Warranty") if this were to be required. Ecoflow Limited ("we" or "us") is your contact in New Zealand in relation to the Product and this agreement enables you to clearly interact with us both during and after that initial Express Warranty period of two years from the date of installation or 27 months from the date of shipment, whichever occurred first ("Warranty Period").
2. As a condition both of the Express Warranty and the Support Services offered by us, any maintenance to the Product must be conducted by us. Contact can be made toll free on: **0508 LATERAL (0508 528 3725)**.
3. We provide the following Support Services:
 - Ecoflow will be the first point of call in the event of an alarm in relation to the Product. Please notify us promptly on the contact number above.
 - From the response call that you make, Ecoflow will arrange the appropriate course of action i.e. Provide you guidance by phone, or a site visit.
 - Unless covered by the Express Warranty, site visits will incur an additional call out charge and expenses related to the Product.
 - Ecoflow will maintain a record of the service history of the Product.
4. All repairs and related labour and materials to the Product will be charged to the home owner at our current rates unless in response to a repair that is determined by us to be covered by the Express Warranty.
5. Ecoflow can offer annual maintenance agreements after the 2 year warranty period.
6. Support Services require cash on or before service delivery unless payment terms have been agreed by us in writing. You agree to pay us:
 - A deposit if required;
 - Interest on any amount you owe us after the due date at the rate of 2.5% per month or part month;
 - Costs, including debt collection and legal costs, which we may incur as a consequence of having to enforce any of our rights contained in the agreement.
7. The time stated for service delivery is an estimate only and, to the maximum extent permitted by law, it is agreed we are not responsible or liable for any delay in delivery.
8. The Consumer Guarantees Act 1993 (CGA), the Fair Trading Act 1986 (FTA), and other statutes may imply warranties or conditions or impose obligations upon us which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any implied warranties, conditions or terms imposed on us, our liability shall, where it is allowed, be excluded or if not able to be excluded, only apply to the minimum extent required by the relevant statute. Subject to this, it is agreed that:
 - If we are deemed to be liable to you for any loss or damage of any kind whatsoever, our liability is limited in its aggregate to 1,000.00;
 - We are not liable for delay or failure to perform our obligations if the cause of the delay or failure is beyond our control.
9. Reference to any legislation in these terms includes its successor or amendment legislation.
10. We shall be entitled to amend these terms on 1 month's notice in writing to you. Such amended terms shall apply on the expiry of the Warranty Period or the first day of your renewed annual maintenance contract (if applicable).

11. You will notify us of any change in the ownership, control, status, or management of the Product. There is an obligation by Ecoflow to transfer this contract to any new owner to comply with local Authority regulations.

Address: WWPC2, 64 Matakana Valley Road, Matakana

Signed _____
(Owner/Occupier's Signature)

Date _____

Accepted  _____
(Ecoflow Representative)

Date 14/03/2025

Please return this agreement to:
Ecoflow Limited
admin@ecoflow.co.nz

Privacy Statement:

Ecoflow Limited ("Ecoflow") is collecting, using and disclosing information about you to provide products and services, to enforce Ecoflow's rights, to market our products and services and generally to do business with you. You may not be able to open an account and receive products and services if all the requested information is not provided. Under the Privacy Act 2020, individuals have rights of access to, and correction of, their personal information.

Exhibit F – Limited Express Warranty

Limited Warranty

Subject to the provisions below, Environment One Corporation (“E/One”) offers a limited warranty that guarantees its product to be free from defects in material and factory workmanship for a period of two years from the date of installation, or 27 months from the date of shipment, whichever occurs first, provided the product is properly installed, serviced and operated under normal conditions according to manufacturer’s instructions. Repair or parts replacements and labour required as a result of such defect will be made free of charge during this period upon return of the defective parts or equipment to the manufacturer or its nearest authorised service centre.

E/One warrants the original purchaser its grinder pump stations against defects in workmanship and materials that may appear under normal and proper use.

E/One’s sole obligation is to repair, replace or grant credit at its discretion for defective products when returned prepaid to E/One or its nearest authorised service centre. Product repaired or replaced under warranty will be returned freight prepaid. Any modification of this warranty must be pre-approved by the Vice-President of Sales, E/One. See conditions and limitation below.

Notwithstanding anything to the contrary contained in this warranty and to the fullest extent permitted by law under no circumstances shall E/One be subject to any consequential, incidental, indirect or contingent damages whatsoever, whether based on contract, tort, strict liability or other law, all such damages and claims being specifically disclaimed.

Conditions of Warranty

Other conditions and limitations of warranty are as follows;

- returns must have prior authorisation by E/One;
- repair or replacement of any part shall not extend the warranty period;
- all warranty claims are subject to approval by E/One;
- E/One assumes no liability for any direct, indirect or consequential loss or damages of any kind in respect to the supply, use or operation of E/One grinder pump stations;
- damage or defects resulting from misuse, misapplication, improper operation, neglect,

accident, alternative or faulty installation are not within the scope of the warranty;

- the warranty does not apply to any unit that has been repaired or altered by anyone other than an E/One authorised service centre;
- the warranty does not extend to and E/One shall not be liable for damage, injuries or losses caused by acts of God or other external causes beyond the control of E/One;
- the warranty does not extend to and E/One shall not be liable for damage, injuries or losses caused by deficient, negligent or improper installation of the unit;
- the warranty does not extend to and E/One shall not be liable for damage, injuries or losses caused by the loss of service performed by the unit or flooding due to power interruptions, power outages, power supply failure or the power being turned off or disconnected;
- the warranty does not extend to and E/One shall not be liable for property damage or bodily or personal injury of any kind however caused or arising;
- the warranty does not extend to and E/One shall not be liable for damage, injuries or losses caused by damage because of a defective power supply or improper electrical protection;
- the warranty does not extend to and E/One shall not be liable for damage, injuries or losses caused by damage or failure because of infiltration or inflow from sources other than sources for which the unit was designed and the use in the unit of any material or item other than residential wastewater including the introduction of foreign materials (ie abnormal amount of grease, strong chemicals, flammable material, etc) to the unit in respect of which the unit was not designed.

To the fullest extent permitted by law the foregoing warranty is in lieu of all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose. No person is authorised to make any additional warranty on behalf of the manufacturer.

EOne Sewer Systems
2773 Balltown Rd Niskayuna NY USA
12309
(1) 518.346.6161. www.eone.com



Maintenance Agreement (PDF)

E/ONE PRESSURE WASTEWATER COLLECTION SYSTEM – AGREEMENT

1. Congratulations on acquiring the E/One Pressure Sewer Grinder Pump Station ("Product") with (or for) your home. As the homeowner or occupier, we wish to ensure you are aware of how to maintain the Product and to utilise the 2 year E/One limited warranty ("Express Warranty") if this were to be required. Ecoflow Limited ("we" or "us") is your contact in New Zealand in relation to the Product and this agreement enables you to clearly interact with us both during and after that initial Express Warranty period of two years from the date of installation or 27 months from the date of shipment, whichever occurred first ("Warranty Period").
2. As a condition both of the Express Warranty and the Support Services offered by us, any maintenance to the Product must be conducted by us. Contact can be made toll free on: **0508 LATERAL (0508 528 3725)**.
3. We provide the following Support Services:
 - Ecoflow will be the first point of call in the event of an alarm in relation to the Product. Please notify us promptly on the contact number above.
 - From the response call that you make, Ecoflow will arrange the appropriate course of action i.e. Provide you guidance by phone, or a site visit.
 - Unless covered by the Express Warranty, site visits will incur an additional call out charge and expenses related to the Product.
 - Ecoflow will maintain a record of the service history of the Product.
4. All repairs and related labour and materials to the Product will be charged to the home owner at our current rates unless in response to a repair that is determined by us to be covered by the Express Warranty.
5. Ecoflow can offer annual maintenance agreements after the 2 year warranty period.
6. Support Services require cash on or before service delivery unless payment terms have been agreed by us in writing. You agree to pay us:
 - A deposit if required;
 - Interest on any amount you owe us after the due date at the rate of 2.5% per month or part month;
 - Costs, including debt collection and legal costs, which we may incur as a consequence of having to enforce any of our rights contained in the agreement.
7. The time stated for service delivery is an estimate only and, to the maximum extent permitted by law, it is agreed we are not responsible or liable for any delay in delivery.
8. The Consumer Guarantees Act 1993 (CGA), the Fair Trading Act 1986 (FTA), and other statutes may imply warranties or conditions or impose obligations upon us which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any implied warranties, conditions or terms imposed on us, our liability shall, where it is allowed, be excluded or if not able to be excluded, only apply to the minimum extent required by the relevant statute. Subject to this, it is agreed that:
 - If we are deemed to be liable to you for any loss or damage of any kind whatsoever, our liability is limited in its aggregate to 1,000.00;
 - We are not liable for delay or failure to perform our obligations if the cause of the delay or failure is beyond our control.
9. Reference to any legislation in these terms includes its successor or amendment legislation.
10. We shall be entitled to amend these terms on 1 month's notice in writing to you. Such amended terms shall apply on the expiry of the Warranty Period or the first day of your renewed annual maintenance contract (if applicable).

11. You will notify us of any change in the ownership, control, status, or management of the Product. There is an obligation by Ecoflow to transfer this contract to any new owner to comply with local Authority regulations.

Address: WWPC3, 64 Matakana Valley Road, Matakana

Signed _____
(Owner/Occupier's Signature)

Date _____

Accepted  _____
(Ecoflow Representative)

Date 14/03/2025

Please return this agreement to:
Ecoflow Limited
admin@ecoflow.co.nz

Privacy Statement:

Ecoflow Limited ("Ecoflow") is collecting, using and disclosing information about you to provide products and services, to enforce Ecoflow's rights, to market our products and services and generally to do business with you. You may not be able to open an account and receive products and services if all the requested information is not provided. Under the Privacy Act 2020, individuals have rights of access to, and correction of, their personal information.

Exhibit F – Limited Express Warranty

Limited Warranty

Subject to the provisions below, Environment One Corporation (“E/One”) offers a limited warranty that guarantees its product to be free from defects in material and factory workmanship for a period of two years from the date of installation, or 27 months from the date of shipment, whichever occurs first, provided the product is properly installed, serviced and operated under normal conditions according to manufacturer’s instructions. Repair or parts replacements and labour required as a result of such defect will be made free of charge during this period upon return of the defective parts or equipment to the manufacturer or its nearest authorised service centre.

E/One warrants the original purchaser its grinder pump stations against defects in workmanship and materials that may appear under normal and proper use.

E/One’s sole obligation is to repair, replace or grant credit at its discretion for defective products when returned prepaid to E/One or its nearest authorised service centre. Product repaired or replaced under warranty will be returned freight prepaid. Any modification of this warranty must be pre-approved by the Vice-President of Sales, E/One. See conditions and limitation below.

Notwithstanding anything to the contrary contained in this warranty and to the fullest extent permitted by law under no circumstances shall E/One be subject to any consequential, incidental, indirect or contingent damages whatsoever, whether based on contract, tort, strict liability or other law, all such damages and claims being specifically disclaimed.

Conditions of Warranty

Other conditions and limitations of warranty are as follows;

- returns must have prior authorisation by E/One;
- repair or replacement of any part shall not extend the warranty period;
- all warranty claims are subject to approval by E/One;
- E/One assumes no liability for any direct, indirect or consequential loss or damages of any kind in respect to the supply, use or operation of E/One grinder pump stations;
- damage or defects resulting from misuse, misapplication, improper operation, neglect,

accident, alternative or faulty installation are not within the scope of the warranty;

- the warranty does not apply to any unit that has been repaired or altered by anyone other than an E/One authorised service centre;
- the warranty does not extend to and E/One shall not be liable for damage, injuries or losses caused by acts of God or other external causes beyond the control of E/One;
- the warranty does not extend to and E/One shall not be liable for damage, injuries or losses caused by deficient, negligent or improper installation of the unit;
- the warranty does not extend to and E/One shall not be liable for damage, injuries or losses caused by the loss of service performed by the unit or flooding due to power interruptions, power outages, power supply failure or the power being turned off or disconnected;
- the warranty does not extend to and E/One shall not be liable for property damage or bodily or personal injury of any kind however caused or arising;
- the warranty does not extend to and E/One shall not be liable for damage, injuries or losses caused by damage because of a defective power supply or improper electrical protection;
- the warranty does not extend to and E/One shall not be liable for damage, injuries or losses caused by damage or failure because of infiltration or inflow from sources other than sources for which the unit was designed and the use in the unit of any material or item other than residential wastewater including the introduction of foreign materials (ie abnormal amount of grease, strong chemicals, flammable material, etc) to the unit in respect of which the unit was not designed.

To the fullest extent permitted by law the foregoing warranty is in lieu of all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose. No person is authorised to make any additional warranty on behalf of the manufacturer.

EOne Sewer Systems
2773 Balltown Rd Niskayuna NY USA
12309
(1) 518.346.6161. www.eone.com

Schedule Thirteen

Service Contract with Automatic Fire Alarm Monitoring Limited

AUTOMATIC FIRE ALARM MONITORING AGREEMENT
(CUSTOMER TO COMPLETE)



Protected Premises: Name and address of building to be monitored by the Fire & Emergency Services

Building Name:	The Workshops Matakana		
Building Address:	64 Matakana Valley Road		
Suburb:	Matakana	Town/City:	Matakana

Fire System Alarm/Sprinkler Owner or Building Owner: (or the customer paying the bills)

Company Name:	Northwick Park Trustee Limited		
Postal Address:	PO Box 37042		
Suburb:	Parnell	Town/City:	Auckland
Contact Name:	Euan Whitaker		
Phone:	099201060	Mobile:	021625800
E-mail:	euanw@conradproperties.com		

Building Occupant Information (Tenant): (If different to info above)

Company Name:	GN construction – Until project completion – Refer contact details below.		
Postal Address:			
Suburb:		Town/City:	
Contact Name:			
Phone:		Mobile:	
E-mail:			

Extra Contacts and Keyholders: Persons to be contacted in listed order if access to building or information is required by Fire & Emergency Services. PLEASE NOTE: At least one contact must be listed per site.

Keyholder Name:	Phone:	Mobile:	Comments
Randy Tandy		021 082 03571	Project Manager – GN construction
E-mail:	r.tandy@gnconstruction.nz		
Vinnie Costello		021 121 5584	Site Manager – GN construction
E-mail:	v.costello@gnconstruction.nz		
E-mail:			

Terms & Conditions:

In filling out this document you agree in full to our terms and conditions, which are available in their entirety on our website:
<https://www.afam.co.nz/resources.html>

Contract Term: (please select one) Primary System Secondary System (per system)	☐ 0-24 months \$69.15 + GST per month	☐ 36 months \$67.15 + GST per month	Connection Fees \$395 + GST \$100 + GST
	\$13.96 + GST per month	\$13.96 + GST per month	

Signature:  **Name:** Euan Whitaker **Date:** 10/2/25

Note: Connection to be transferred to Body Corporate at project completion.

**NOTIFICATION AND ACKNOWLEDGEMENT OF
NON CONFORMING SECONDARY PATH**

(Part 1 – CUSTOMER TO COMPLETE)

**Body Corporate 607256
C/- Strata Title Administration Limited
PO Box 3187
Shortland St
Auckland
1140
bc@stratatitle.co.nz**

Schedule Fourteen

Aqua Works Limited Quotation 6958



Pure Water Services North Ltd
T/a Aqua Works &
Warkworth Plumbing
PO Box 677
Warkworth 0941
Tel. 09 425 6080
GST # 105 738 994
www.aquaworks.co.nz
accounts@aquaworks.co.nz

CUSTOMER QUOTATION NO. 6958

Northwick Park Trust - The Workshops
Matakana
64 Matakana Valley Road
Matakana
Warkworth 0985

Quote No: 6958
Site: 64 Matakana Valley Road
Matakana
Site Contact:
Site Phone:

Description

Service Supply Requirements for The Workshops Matakana.
Roof Cleaning, gutter cleaning and rain head cleaning.

The Scope is for 54 Units

1. Full Clean of the roof
2. Full clean of the gutters
3. Full clean of the rain heads

Term-

We propose a 12-month term agreement.

Either party can cancel in writing; email is acceptable at the end of the term, with 1 month's notice.

We trust this agreement is acceptable. If so, please confirm your acceptance by signing and returning a copy to us.

Date of signing -

Full Name -

Signature-

Company Represented-

Position in Company-

If you require any additional information, please do not hesitate to contact us.



Pure Water Services North Ltd
T/a Aqua Works &
Warkworth Plumbing
PO Box 677
Warkworth 0941
Tel. 09 425 6080
GST # 105 738 994
www.aquaworks.co.nz
accounts@aquaworks.co.nz

CUSTOMER QUOTATION NO. 6958

1 - MAIN Annual Service for the Roof , gutter & rain head wash

Includes-

- Roof clean, gutters clean and rain heads clean
- 54 units will take approximately 2 people, 40 hrs each to clean.
- Elevated work platforms
- Full Health and Safety protocols - working at heights.
- Mobile long reach cleaning equipment.

Assumptions

Water used for washing will be supplied by The Workshops Matakana
Aqua Works will flush the stored water tanks after cleaning, as all the debris will enter the water tanks.
Alternatively, the water tanks may need cleaning after the roof wash.

Item	Quantity	Unit Price	Total
Roof Wash, Gutters Wash, and Rain head clean. All equipment and staff.	1.00	\$10,987.00	\$10,987.00
Sub-Total ex GST			\$10,987.00
GST			\$1,648.05
Total inc GST			\$12,635.05

2 - SIX MONTH Service - Check roof, clean/wash gutters and rain heads

Includes-

- Roof check - visual
- Gutters clean and rain heads clean
- Remove gutter wiskers and clean and replace.
- 54 units will take approximately 2 people, 17 hrs each to clean.
- Elevated work platforms
- Full Health and Safety protocols - working at heights.
- Mobile long reach cleaning equipment.

Assumptions

Water used for washing will be supplied by The Workshops Matakana
Aqua Works will flush the stored water tanks after cleaning, as all the debris will enter the water tanks.
Alternatively, the water tanks may need cleaning after the roof wash.

Item	Quantity	Unit Price	Total
Check roof, clean and wash the gutters and rain heads	1.00	\$4,398.90	\$4,398.90
Sub-Total ex GST			\$4,398.90
GST			\$659.84
Total inc GST			\$5,058.74



Pure Water Services North Ltd
T/a Aqua Works &
Warkworth Plumbing
PO Box 677
Warkworth 0941
Tel. 09 425 6080
GST # 105 738 994
www.aquaworks.co.nz
accounts@aquaworks.co.nz

CUSTOMER QUOTATION NO. 6958

Thank you for allowing us the opportunity to provide a quote for your job. We're excited to provide you with our trusted service and top-quality products, ensuring you enjoy safe, healthy, and great-tasting water every day.

Your Water - Our Passion.

Steve and the team at Aqua Works

Sub-Total ex GST	\$15,385.90
GST	\$2,307.89
Total inc GST	\$17,693.79

NOTE:

All quotes/estimates are valid for 30 days.

Quotes or estimates may attract a 50% deposit before the commencement of work.

Aqua Works takes no responsibility for customer-supplied product and any time and labour used to rectify product issues will be charged.

All items supplied by Aqua Works that are installed, partially installed or stored on-site will be covered by the customer's insurance policy.

Acceptance of this quote/estimate is acceptance of our Terms of Trade. Click [here](#) to view online.

How To Pay



Mail

Detach this section and mail cheque to:

Pure Water Services North Ltd T/a Aqua Works &
Warkworth Plumbing
PO Box 677
Warkworth 0941



Credit Card (MasterCard or Visa)

Call 09 425 6080 to pay over the phone.



Direct Credit

Bank **ANZ Warkworth**
Acc. Name **Pure Water Services North Limited**
Bank Code
Acc. No. **06 0483 0113658 00**

QUOTATION NO. 6958

Customer Reference:	15808	Customer Name:	Northwick Park Trust - The Workshops Matakana
---------------------	-------	----------------	---

Pure Water Services North Limited T/A Aqua Works – Terms & Conditions of Trade

1. **Definitions**
 - 1.1 "Contract" means the terms and conditions contained herein, together with any Quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
 - 1.2 "Aqua Works" means Pure Water Services North Limited T/A Aqua Works, its successors and assigns or any person acting on behalf of and with the authority of Pure Water Services North Limited T/A Aqua Works.
 - 1.3 "Customer" means the person/s, entities or any person acting on behalf of and with the authority of the Customer requesting Aqua Works to provide the Works as specified in any proposal, quotation, order, invoice or other documentation, and:
 - (a) if there is more than one Customer, is a reference to each Customer jointly and severally; and
 - (b) if the Customer is a partnership, it shall bind each partner jointly and severally; and
 - (c) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and
 - (d) includes the Customer's executors, administrators, successors and permitted assigns.
 - 1.4 "Works" means all Works (including consultation, manufacturing and/or installation services) or Materials supplied by Aqua Works to the Customer at the Customer's request from time to time (where the context so permits the terms 'Works' or 'Materials' shall be interchangeable for the other).
 - 1.5 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, "Personal Information" such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.
 - 1.6 "Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website, and can be accessed either by the web server or the client's computer. If the Customer does not wish to allow Cookies to operate in the background when ordering from the website, then the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to ordering Works via the website.
 - 1.7 "Price" means the Price payable (plus any Goods and Services Tax ("GST") where applicable) for the Works as agreed between Aqua Works and the Customer in accordance with clause 5 below.
2. **Acceptance**
 - 2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of any Works.
 - 2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.
 - 2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
 - 2.4 In the event that Aqua Works is required to provide the Works urgently, that may require Aqua Works staff to work outside normal business hours (including but not limited to working through lunch breaks, weekends and/or Public Holidays) then Aqua Works reserves the right to charge the Client additional labour costs (penalty rates will apply), unless otherwise agreed between Aqua Works and the Client.
 - 2.5 If Aqua Works has been requested by the Client to diagnose a fault that requires investigation, disassembly and/or testing, all costs involved will be charged to the Client irrespective of whether or not the repair goes ahead.
 - 2.6 The Customer acknowledges that the supply of Works on credit shall not take effect until the Customer has completed a credit application with Aqua Works and it has been approved with a credit limit established for the account.
 - 2.7 In the event that the supply of Works request exceeds the Customer's credit limit and/or the account exceeds the payment terms, Aqua Works reserves the right to refuse delivery.
 - 2.8 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 226 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act.
 - 2.9 These terms and conditions may be read to be read in conjunction with Aqua Works Hire Form, and:
 - (a) where the context so permits, the terms 'Works' or 'Materials' shall include any supply of Equipment, as defined therein; and
 - (b) if there are any inconsistencies between the two documents then the terms and conditions contained therein shall prevail.
3. **Errors and Omissions**
 - 3.1 The Customer acknowledges and accepts that Aqua Works shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
 - (a) resulting from an inadvertent mistake made by Aqua Works in the formation and/or administration of this Contract; and/or
 - (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by Aqua Works in respect of the Works.
 - 3.2 In the event such an error and/or omission occurs in accordance with clause 3.1, it is not attributable to the negligence and/or willful misconduct of Aqua Works; the Customer shall not be entitled to treat this Contract as repudiated nor render it invalid.
4. **Change in Control**
 - 4.1 The Customer shall give Aqua Works not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including, but not limited to, changes in the Customer's name, address, contact phone or fax number/s, change of trustees, or business practice). The Customer shall be liable for any loss incurred by Aqua Works as a result of the Customer's failure to comply with this clause.
5. **Price and Payment**
 - 5.1 At Aqua Works sole discretion the Price shall be either:
 - (a) as indicated on invoices provided by Aqua Works to the Customer in respect of Works performed or Materials supplied; or
 - (b) Aqua Works Price at the date of delivery of the Works according to Aqua Works current price list; or
 - (c) Aqua Works quoted Price (subject to clause 5.2) which shall be binding upon Aqua Works provided that the Customer shall accept Aqua Works quotation in writing within thirty (30) days.
 - 5.2 Aqua Works reserves the right to change the Price:
 - (a) if a variation to the Materials which are to be supplied is requested; or
 - (b) if a variation to the Works originally scheduled (including any applicable plans or specifications) is requested; or
 - (c) where additional Works are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather conditions, prerequisite work by any third party not being completed, limitations in accessing the site, hard rock barriers below the surface, iron reinforcing rods in concrete, or hidden pipes and wiring in walls etc.) which are only discovered on commencement of the Works; or
 - (d) in the event of increases to Aqua Works in the cost of labour or materials (including, but not limited to, any variation as a result of fluctuations in currency exchange rates and/or international freight and insurance charges or increases to Aqua Works in the cost of taxes and levies, etc.) which are beyond Aqua Works control.
 - 5.3 Variations will be charged for on the basis of Aqua Works quotation, and will be detailed in writing, and shown as variations on Aqua Works invoice. The Customer shall be required to respond to any variation submitted by Aqua Works within ten (10) working days. Failure to do so will entitle Aqua Works to add the cost of the variation to the Price at the time of their completion.
 - 5.4 At Aqua Works sole discretion a deposit may be required.
 - 5.5 Time for payment for the Works being of the essence, the Price will be payable by the Customer on the date/s determined by Aqua Works, which may be:
 - (a) on completion of the Works; or
 - (b) by way of progress payments in accordance with Aqua Works specified progress payment schedule. Such progress payment claims may include the reasonable value of authorised variations and the value of any Materials delivered to the worksite but not yet installed;
 - (c) for certain approved Customers, due twenty (20) days following the end of the month in which a statement is posted to the Customer's address or address for notices;
 - (d) the date specified on any invoice or other form as being the date for payment; or
 - (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by Aqua Works.
 - 5.6 At the agreement of both parties, payment of the Price may be subject to retention by the Customer of an amount (hereafter called the "Retention Money"), being a set amount or equal to a percentage of the Price. The Customer shall hold the Retention Money for the agreed period following completion of the Works during which time all Works are to be completed and/or all defects are to be remedied. Any Retention Money applicable to this Contract is to be dealt with in accordance with section 18 of the Construction Contracts Act 2002.
 - 5.7 Payment may be made by cash, cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Customer and Aqua Works.
 - 5.8 Aqua Works may in its discretion allocate any payment received from the Customer towards any invoice that Aqua Works determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer Aqua Works may re-allocate any payments previously received and allocated. In the absence of any payment allocation by Aqua Works, payment will be deemed to be allocated in such a manner as preserves the maximum value of Aqua Works Purchase Money Security Interest (as defined in the PPSPA) in the Materials.
 - 5.9 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Aqua Works nor to withhold payment of any invoice because part of that invoice is in dispute unless the request for payment by Aqua Works is a claim made under the Construction Contracts Act 2002.
 - 5.10 Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to Aqua Works an amount equal to any GST Aqua Works must pay for any supply by Aqua Works under this or any other agreement for the sale of the Materials. The Customer must pay GST, without deduction or set off of any other payments, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.
6. **Provision of the Works**
 - 6.1 Subject to clause 6.2 it is Aqua Works responsibility to ensure that the Works start as soon as it is reasonably possible.
 - 6.2 The Works commencement date will be put back and the completion date extended by whatever time is reasonable in the event that Aqua Works claims an extension of time (by giving the Customer written notice) where completion is delayed by an event beyond Aqua Works control, including but not limited to any failure by the Customer to:
 - (a) make a selection; or
 - (b) have the site ready for the Works; or
 - (c) notify Aqua Works that the site is ready.
 - 6.3 At Aqua Works sole discretion, the cost of Delivery is either included in the Price or is in addition to the Price.
 - 6.4 Aqua Works may deliver the Works by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
 - 6.5 Any time specified by Aqua Works for delivery of the Works is an estimate only and Aqua Works will not be liable for any loss or damage incurred by the Customer as a result of delivery being late. However both parties agree that they shall make every endeavour to enable the Works to be supplied at the time and place as was arranged between both parties. In the event that Aqua Works is unable to supply the Works as agreed solely due to any action or inaction of the Customer, then Aqua Works shall be entitled to charge a reasonable fee for re-supplying the Works at a later time and date, and/or for storage of the Materials.
7. **Risk**
 - 7.1 If Aqua Works retains ownership of the Materials under clause 11 then:
 - (a) where Aqua Works is supplying Materials only, all risk for the Materials shall immediately pass to the Customer on delivery and the Customer must insure the Materials on or before delivery. Delivery of the Materials shall be deemed to have taken place immediately at the time that either:
 - (i) the Customer or the Customer's nominated carrier takes possession of the Materials at Aqua Works address; or
 - (ii) the Materials are delivered by Aqua Works or Aqua Works nominated carrier to the Customer's nominated delivery address (even if the Customer is not present at the address).
 - (b) where Aqua Works is to both supply and install Materials then Aqua Works shall maintain a contract works insurance policy until the Works are completed. Upon completion of the Works all risk for the Works shall immediately pass to the Customer.
 - 7.2 Notwithstanding the provisions of clause 7.1 if the Customer specifically requests Aqua Works to leave Materials outside Aqua Works premises for collection or to deliver the Materials to an unattended location then such materials shall always be left at sole risk of the Customer and it shall be the Customer's responsibility to ensure the Materials are insured adequately or at all. In the event that such Materials are lost, damaged or destroyed then replacement of the Materials shall be at the Customer's expense.
 - 7.3 The Client warrants that any structures to which the Materials are to be affixed are able to withstand the installation thereof and that any plumbing connections (including, but not limited to, pipes, couplings and valves) are of suitable capacity to handle the Materials once installed. If for any reason (including the discovery of asbestos, defective or unsafe plumbing or latent or unfavourable soil conditions such as liquefaction residue or risk) that Aqua Works, or Aqua Works employees, reasonably form the opinion that the Client's premises is not safe for the Works to proceed then Aqua Works shall be entitled to delay the provision of the Works (in accordance with the provisions of clause 6.2 above) until Aqua Works is satisfied that it is safe for the installation to proceed.
 - 7.4 Aqua Works shall be entitled to rely on the accuracy of any plans, specifications (including, but not limited to CAD drawings) and other information provided by the Client. The Client acknowledges and agrees that in the event that any of this information provided by the Client is inaccurate, Aqua Works accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.
 - 7.5 Aqua Works shall upon installation ensure that all Materials are to be installed in a manner that is fully compliant with industry standards. If, for any reason, the Client specifically requires the Materials to be installed in any way which goes against Aqua Works recommendations and/or falls below industry standards; a request detailing that requirement must be made in writing to Aqua Works. Accordingly, Aqua Works offers no warranty in regards to the aforementioned.
 - 7.6 The installation of some Materials can cause water hammer or damage to existing pipe work. The Client agrees to indemnify Aqua Works against any such loss, damage or claim that may arise if the existing pipe work is unable to accommodate the installation of the Materials.
 - 7.7 The Client acknowledges that Aqua Works is only responsible for parts that are replaced/supplied by Aqua Works and does not at any stage accept any liability in respect of components supplied by any other third party that subsequently fail and are found to be the source of the failure. The Client agrees to indemnify Aqua Works against any loss or damage to the Materials, or caused thereby, or any part thereof howsoever arising.
 - 7.8 Aqua Works shall not be liable for any defect, deterioration and/or damage to the Materials:
 - (a) if the Client does not follow Aqua Works recommendations; and
 - (b) where Materials are stored off site for extended periods of time as a result of any action/inaction by the Client; and
 - (c) resulting from incorrect use and/or installation of the Materials by the Client or any other third party.
8. **Specifications**
 - 8.1 The Client acknowledges that all descriptive specifications, illustrations, dimensions and weights stated in Aqua Works in the manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Client shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the contract, unless expressly stated as such in writing by Aqua Works.
9. **Access**
 - 9.1 The Client shall ensure that Aqua Works has clear and free access to the site at all times to enable them to undertake the Works. Aqua Works shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concrete or paved or grassed areas) unless due to the negligence of Aqua Works. The Client accepts however, that some damage may result during the provision of the Works that is beyond Aqua Works control.
10. **Underground Locations**
 - 10.1 Prior to Aqua Works commencing any work the Client must advise Aqua Works of the precise location of all underground services on the site and clearly mark the same. The underground mains & services the Client must identify include, but are not limited to: electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site.
 - 10.2 Whilst Aqua Works will take all care to avoid damage to any underground services the Client agrees to indemnify Aqua Works in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 10.1.
11. **Title**
 - 11.1 Aqua Works and the Customer agree that ownership of the Materials shall not pass until:
 - (a) the Customer has paid Aqua Works all amounts owing to Aqua Works; and
 - (b) the Customer has met all of its other obligations to Aqua Works.
 - 11.2 Receipt by Aqua Works of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
 - 11.3 It is further agreed that:
 - (a) until ownership of the Materials passes to the Customer in accordance with clause 11.1 that the Customer is only a bailee of the Materials and unless the Materials have become fixtures must return the Materials to Aqua Works on request;
 - (b) the Customer holds the benefit of the Customer's insurance of the Materials on trust for Aqua Works and must pay to Aqua Works the proceeds of any insurance in the event of the Materials being lost, damaged or destroyed;
 - (c) the products of these terms and conditions by Aqua Works shall be sufficient evidence of Aqua Works rights to receive the insurance proceeds direct from the insurer without the need for any person dealing with Aqua Works to make further enquiries;
 - (d) the Customer must not sell, dispose, or otherwise part with possession of the Materials other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Materials then the Customer must hold the proceeds of any such act on trust for Aqua Works and must pay or deliver the proceeds to Aqua Works on demand;
 - (e) the Customer should not convert or process the Materials or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of Aqua Works and must sell, dispose of or return the resulting product to Aqua Works as it so directs;
 - (f) unless the Materials have become fixtures the Customer irrevocably authorises Aqua Works to enter any premises where Aqua Works believes the Materials are kept and recover possession of the Materials;
 - (g) Aqua Works may recover possession of any Materials in transit whether or not delivery has occurred;
 - (h) the Customer shall not charge or grant an encumbrance over the Materials nor grant nor otherwise give away any interest in the Materials while they remain the property of Aqua Works;
 - (i) Aqua Works may commence proceedings to recover the Price of the Materials sold notwithstanding that ownership of the Materials has not passed to the Customer.
12. **Personal Property Securities Act 1999 ("PPSA")**
 - 12.1 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:
 - (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and
 - (b) a security interest is taken in all Materials and/or collateral (account) – being a monetary obligation of the Customer to Aqua Works for Works – that have previously been supplied and that will be supplied in the future by Aqua Works to the Customer.
 - 12.2 The Customer undertakes to:
 - (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Aqua Works may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
 - (b) indemnify, and upon demand reimburse, Aqua Works for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Materials charged thereby;
 - (c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Materials and/or collateral (account) in favour of a third party without the prior written consent of Aqua Works; and
 - (d) immediately advise Aqua Works of any material change in its business practices of selling Materials which would result in a change in the nature of proceeds derived from such sales.
 - 12.3 Aqua Works and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
 - 12.4 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.

Please note that a larger print version of these terms and conditions is available from Aqua Works on request.

#31883 © Copyright – EC Credit Control 1999 - 2018

Pure Water Services North Limited T/A Aqua Works – Terms & Conditions of Trade

- 12.5 Unless otherwise agreed to in writing by Aqua Works, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSC.
- 12.6 The Customer shall unconditionally ratify any actions taken by Aqua Works under clauses 12.1 to 12.5.
- 12.7 Subject to any express provisions to the contrary (including those contained in this clause 12), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSC.
13. **Security and Charge**
- 13.1 In consideration of Aqua Works agreeing to supply the Works, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 13.2 The Customer indemnifies Aqua Works from and against all Aqua Works costs and disbursements, including legal costs on a solicitor and own client basis incurred in exercising Aqua Works rights under this clause.
- 13.3 The Customer irrevocably appoints Aqua Works and each director of Aqua Works as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Customer's behalf.
14. **Defects in Materials**
- 14.1 The Customer shall inspect the Materials on delivery and shall within thirty (30) days of delivery (time being of the essence) notify Aqua Works of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford Aqua Works an opportunity to inspect the Materials within a reasonable time following delivery if the Customer believes the Materials are defective in any way. If the Customer shall fail to comply with these provisions the Materials shall be presumed to be free from any defect or damage. For defective Materials, which Aqua Works has agreed in writing that the Customer is entitled to reject, Aqua Works liability is limited to either (at Aqua Works discretion) replacing the Materials or repairing the Materials.
- 14.2 Materials will not be accepted for return other than in accordance with 14.1 above.
15. **Returns**
- 15.1 Returns will only be accepted provided that:
- (a) the Customer has complied with the provisions of clause 14.1; and
 - (b) Aqua Works has agreed in writing to accept the return of the Materials; and
 - (c) the Materials are returned at the Customer's cost within seven (7) days of the delivery date; and
 - (d) Aqua Works will not be liable for Materials which have not been stored or used in a proper manner; and
 - (e) the Materials are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.
- 15.2 Aqua Works will not accept the return of non-defective Materials for credit.
- 15.3 Non-stockist items or Materials made to the Customer's specifications are under no circumstances acceptable for credit or return.
16. **Warranties**
- 16.1 Subject to the conditions of warranty set out in clause 16.2 Aqua Works warrants that if any defect in any workmanship of Aqua Works becomes apparent and is reported to Aqua Works within twelve (12) months of the date of delivery (time being of the essence) then Aqua Works will either (at Aqua Works sole discretion) replace or remedy the workmanship.
- 16.2 The conditions applicable to the warranty given by clause 16.1 are:
- (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - (i) failure on the part of the Customer to properly maintain the Materials; or
 - (ii) failure on the part of the Customer to follow any instructions or guidelines provided by Aqua Works; or
 - (iii) failure on the part of the Customer to service the Materials every twelve (12) month; or
 - (iv) any use of any Materials otherwise than for any application specified on a quote or order form; or
 - (v) the continued use of any Materials after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 - (vi) fair wear and tear, any accident or act of God.
 - (b) the warranty shall cease and Aqua Works shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without Aqua Works consent.
 - (c) in respect of all claims Aqua Works shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer's claim.
- 16.3 For Materials not manufactured by Aqua Works, the warranty shall be the current warranty provided by the manufacturer of the Materials. Aqua Works shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Materials.
- 16.4 The conditions applicable to the warranty given on Materials supplied by Aqua Works are contained on the "Warranty Card" that will be supplied with the Materials.
17. **Consumer Guarantees Act 1993**
- 17.1 If the Customer is acquiring Materials for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Materials by Aqua Works to the Customer.
18. **Intellectual Property**
- 18.1 Where Aqua Works has designed, drawn, written plans or a schedule of Works, or created any products for the Customer, then the copyright in all such designs, drawings, documents, plans, schedules and products shall remain vested in Aqua Works, and shall only be used by the Customer at Aqua Works discretion. Under no circumstances may such designs, drawings and documents be used without the express written approval of Aqua Works.
- 18.2 The Customer warrants that all designs, specifications or instructions given to Aqua Works will not cause Aqua Works to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify Aqua Works against any action taken by a third party against Aqua Works in respect of any such infringement.
- 18.3 The Customer agrees that Aqua Works may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings, plans or products which Aqua Works has created for the Customer.
19. **Default and Consequences of Default**
- 19.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Aqua Works sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 19.2 If the Customer owes Aqua Works any money the Customer shall indemnify Aqua Works from and against all costs and disbursements incurred by Aqua Works in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Aqua Works collection agency costs, and bank dishonour fees).
- 19.3 Further to any other rights or remedies Aqua Works may have under this Contract, if a Customer has made payment to Aqua Works, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Aqua Works under this clause 19, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this Contract.
- 19.4 Without prejudice to Aqua Works other remedies at law Aqua Works shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Aqua Works shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to Aqua Works becomes overdue, or in Aqua Works opinion the Customer will be unable to make a payment when it falls due;
 - (b) the Customer has exceeded any applicable credit limit provided by Aqua Works;
 - (c) the Customer becomes insolvent or bankrupt, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
20. **Cancellation**
- 20.1 Without prejudice to any other rights or remedies Aqua Works may have, if at any time the Customer is in breach of any obligation (including those relating to payment and/or failure to remedy any breach in respect of this Contract within ten (10) working days of receipt by the Customer of such notice(s)) then Aqua Works may suspend the Works immediately. Aqua Works will not be liable to the Customer for any loss or damage the Customer suffers because Aqua Works has exercised its rights under this clause.
- 20.2 Aqua Works may cancel any contract to which these terms and conditions apply or cancel delivery of Works at any time before the Works are commenced by giving written notice to the Customer. On giving such notice Aqua Works shall repay to the Customer any sums paid in respect of the Price, less any amounts owing by the Customer to Aqua Works for Works already performed. Aqua Works shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 20.3 In the event that the Customer cancels the delivery of Works the Customer shall be liable for any and all loss incurred (whether direct or indirect) by Aqua Works as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 20.4 Cancellation of orders for products made to the Customer's specifications, or for non-stockist items, will definitely not be accepted once production has commenced, or an order has been placed.
21. **Privacy Policy**
- 21.1 All emails, documents, images or other recorded information held or used by Aqua Works is Personal Information as defined and referred to in clause 21.3 and therefore considered confidential. Aqua Works acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1993 ("the Act") including Part II of the OECD Guidelines and as set out in Schedule 5A of the Act and any statutory requirements where relevant in a European Economic Area "EEA" then the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). Aqua Works acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Customers Personal Information, held by Aqua Works that may result in serious harm to the Customer, Aqua Works will notify the Customer in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Customer by written consent, unless subject to an operation of law.
- 21.2 Notwithstanding clause 21.1, privacy limitations will extend to Aqua Works in respect of Cookies where transactions for purchases/orders transpire directly from Aqua Works website. Aqua Works agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Customer's:
- (a) IP address, browser, email client type and other similar details;
 - (b) tracking website usage and traffic; and
 - (c) reports are available to Aqua Works when Aqua Works send an email to the Customer, so Aqua Works may collect and review that information ("collectively Personal Information").
- In order to enable / disable the collection of Personal Information by way of Cookies, the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable, provided on the website prior to proceeding with a purchase/order via Aqua Works website.
- 21.3 The Customer authorises Aqua Works or Aqua Works agent to:
- (a) access, collect, retain and use any information about the Customer;
 - (i) (including, name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history or any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Customer's creditworthiness; or
 - (ii) for the purpose of marketing products and services to the Customer.
 - (b) disclose information about the Customer, whether collected by Aqua Works from the Customer directly or obtained by Aqua Works from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.
- 21.4 Where the Customer is an individual the authorities under clause 21.3 are authorities or consents for the purposes of the Privacy Act 1993.
- 21.5 The Customer shall have the right to request Aqua Works for a copy of the Personal Information about the Customer retained by Aqua Works and the right to request Aqua Works to correct any incorrect Personal Information about the Customer held by Aqua Works.
22. **Suspension of Works**
- 22.1 Where the Contract is subject to the Construction Contracts Act 2002, the Customer hereby expressly acknowledges that:
- (a) Aqua Works has the right to suspend work within five (5) working days of written notice of its intent to do so if a payment claim is served on the Customer; and
 - (i) the payment is not paid in full by the due date for payment in accordance with clause 5.5 and/or any subsequent amendments or new legislation and no payment schedule has been given by the Customer; or
 - (ii) a scheduled amount stated in a payment schedule issued by the Customer in relation to the payment claim is not paid in full by the due date for its payment; or
 - (iii) the Customer has not complied with an adjudicator's notice that the Customer must pay an amount to Aqua Works by a particular date; and
 - (iv) Aqua Works has given written notice to the Customer of its intention to suspend the carrying out of construction work under the construction Contract.
 - (b) if Aqua Works suspends work, it:
 - (i) is not in breach of Contract; and
 - (ii) is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Customer or by any person claiming through the Customer; and
 - (iii) is entitled to an extension of time to complete the Contract; and
 - (iv) keeps its rights under the Contract including the right to terminate the Contract; and may at any time lift the suspension, even if the amount has not been paid or an adjudicator's determination has not been complied with.
 - (c) if Aqua Works exercises the right to suspend work, the exercise of that right does not:
 - (i) affect any rights that would otherwise have been available to Aqua Works under the Contract and Commercial Law Act 2017; or
 - (ii) enable the Customer to exercise any rights that may otherwise have been available to the Customer under that Act as a direct consequence of Aqua Works suspending work under this provision;
 - (d) due to any act or omission by the Customer, the Customer effectively precludes Aqua Works from continuing the Works or performing or complying with Aqua Works obligations under this Contract, then without prejudice to Aqua Works other rights and remedies, Aqua Works may suspend the Works immediately after serving on the Customer a written notice specifying the payment default or the act, omission or default upon which the suspension of the Works is based. All costs and expenses incurred by Aqua Works as a result of such suspension and commencement shall be payable by the Customer as if they were a variation.
- 22.2 If pursuant to any right conferred by this Contract, Aqua Works suspends the Works and the default that led to that suspension continues un-remedied subject to clause 20.1 for at least ten (10) working days, Aqua Works shall be entitled to terminate the Contract, in accordance with clause 20.
23. **Service of Notices**
- 23.1 Any written notice given under this Contract shall be deemed to have been given and received:
- (a) by handing the notice to the other party, in person;
 - (b) by leaving it at the address of the other party as stated in this Contract;
 - (c) by sending it by registered post to the address of the other party as stated in this Contract;
 - (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;
- (e) if sent by email to the other party's last known email address.
- 23.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.
24. **Trusts**
- 24.1 If the Customer at any time upon or subsequent to entering into the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not Aqua Works may have notice of the Trust, the Customer covenants with Aqua Works as follows:
- (a) the Contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust and the trust fund;
 - (b) the Customer has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Customer against the Trust or the trust fund. The Customer will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
 - (c) the Customer will not without consent in writing of Aqua Works (Aqua Works will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
 - (i) the removal, replacement or retirement of the Customer as trustee of the Trust;
 - (ii) any alteration to or variation of the terms of the Trust;
 - (iii) any advancement or distribution of capital of the Trust; or
 - (iv) any resettlement of the trust property.
25. **General**
- 25.1 Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising hereunder, shall be submitted to, and settled by, either adjudication in accordance with the Construction Contracts Act 2002 and/or by arbitration in accordance with the Arbitration Act 1996 or its replacement(s).
- 25.2 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 25.3 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the Auckland Courts of New Zealand.
- 25.4 Aqua Works shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Aqua Works of these terms and conditions (alternatively Aqua Works liability shall be limited to damages which under no circumstances shall exceed the Price of the Works).
- 25.5 Aqua Works may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Customer's consent.
- 25.6 The Customer cannot licence or assign without the written approval of Aqua Works.
- 25.7 Aqua Works may elect to subcontract out any part of the Works but shall not be relieved from any liability or obligation under this Contract by doing so. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any of Aqua Works sub-contractors without the authority of Aqua Works.
- 25.8 The Customer agrees that Aqua Works may amend their general terms and conditions for subsequent future contracts with the Customer by disclosing such to the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for Aqua Works to provide Works to the Customer.
- 25.9 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 25.10 Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.

Please note that a larger print version of these terms and conditions is available from Aqua Works on request.

Schedule Fifteen

Aqua Works Limited Quotation 6959



Pure Water Services North Ltd
T/a Aqua Works &
Warkworth Plumbing
PO Box 677
Warkworth 0941
Tel. 09 425 6080
GST # 105 738 994
www.aquaworks.co.nz
accounts@aquaworks.co.nz

CUSTOMER QUOTATION NO. 6959

Northwick Park Trust - The Workshops
Matakana
64 Matakana Valley Road
Matakana
Warkworth 0985

Quote No: 6959
Site: 64 Matakana Valley Road
Matakana
Site Contact:
Site Phone:

Description

Service Supply Requirements for The Workshops Matakana.
Monthly Service of the Potable Water Pumps and Septic Pumps.

The Scope is for monthly inspection of the water pumps

1. Inspection of the Water pumps
2. Inspection of the septic pumps/waste waterpumps

Term-

We propose a 12-month term agreement.
Either party can cancel in writing; email is acceptable at the end of the term, with 1 month's notice.

We trust this agreement is acceptable. If so, please confirm your acceptance by signing and returning a copy to us.

Date of signing -

Full Name -

Signature-

Company Represented-

Position in Company-

If you require any additional information, please do not hesitate to contact us.



Pure Water Services North Ltd
T/a Aqua Works &
Warkworth Plumbing
PO Box 677
Warkworth 0941
Tel. 09 425 6080
GST # 105 738 994
www.aquaworks.co.nz
accounts@aquaworks.co.nz

CUSTOMER QUOTATION NO. 6959

1 - Monthly Service for the water pumps on site

Includes- Monthly

- Checking for normal pump operation
- Lifting lids on pump chambers
- Health and safety measures are in place while lids are lifted in the carpark, to protect the public and Aqua Works staff.
- Visual inspection for control heads
- Visual inspection for pump noise - are the bearings ok?
- Visual inspection for leaks of mechanical seals or other components in the pump chamber.
- Visual inspection of error codes on the pump controllers.
- Check water pressures, normal pressure, and flow operation on the pumps.

Assumptions

- This service is carried out at the same time monthly as the other site checks to complement existing service work and keep costs down.
- Aqua Works is already on site and travel costs are included in other service work.
- Specialist equipment for lifting the tank lids is kept on site and is easily accessible for lifting and gaining access to the various types of tank lids.
- All pump sets are designed for commercial use. They do not require a physical service. If pumps need parts replacing or become blocked or need priming, then these costs are charged as per the main service contract at an hourly rate plus the parts used.

Confirmation - Brown Brothers, who have supplied the pumps, have agreed for Aqua Works to service the pumps and work through any warranty issues that may occur, as well as provide full backup for their pumps through Aqua Works.

Item	Quantity	Unit Price	Total
Service tech - Potable Water Pump Chamber - Zone 2 - Main tank and site pressure pumps service. Also includes visual and site inspection to ensure submersible pumps in zone 1 & 3 are working correctly	0.50	\$120.00	\$60.00
Service tech - Septic / Waste Water Pump service	0.50	\$120.00	\$60.00
Sub-Total ex GST			\$120.00
GST			\$18.00
Total inc GST			\$138.00



Pure Water Services North Ltd
T/a Aqua Works &
Warkworth Plumbing
PO Box 677
Warkworth 0941
Tel. 09 425 6080
GST # 105 738 994
www.aquaworks.co.nz
accounts@aquaworks.co.nz

CUSTOMER QUOTATION NO. 6959

Thank you for allowing us the opportunity to provide a quote for your job. We're excited to provide you with our trusted service and top-quality products, ensuring you enjoy safe, healthy, and great-tasting water every day.

Your Water - Our Passion.

Steve and the team at Aqua Works

Sub-Total ex GST	\$120.00
GST	\$18.00
Total inc GST	\$138.00

NOTE:

All quotes/estimates are valid for 30 days.

Quotes or estimates may attract a 50% deposit before the commencement of work.

Aqua Works takes no responsibility for customer-supplied product and any time and labour used to rectify product issues will be charged.

All items supplied by Aqua Works that are installed, partially installed or stored on-site will be covered by the customer's insurance policy.

Acceptance of this quote/estimate is acceptance of our Terms of Trade. Click [here](#) to view online.

How To Pay



Mail

Detach this section and mail cheque to:

Pure Water Services North Ltd **T/a Aqua Works &**
Warkworth Plumbing
PO Box 677
Warkworth 0941



Direct Credit

Bank **ANZ Warkworth**
Acc. Name **Pure Water Services North Limited**
Bank Code
Acc. No. **06 0483 0113658 00**

QUOTATION NO. 6959



Credit Card (MasterCard or Visa)

Call 09 425 6080 to pay over the phone.

Customer Reference:	15808	Customer Name:	Northwick Park Trust - The Workshops Matakana
---------------------	--------------	----------------	---

Pure Water Services North Limited T/A Aqua Works – Terms & Conditions of Trade

1. **Definitions**
- 1.1 "Contract" means the terms and conditions contained herein, together with any Quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
- 1.2 "Aqua Works" means Pure Water Services North Limited T/A Aqua Works, its successors and assigns or any person acting on behalf of and with the authority of Pure Water Services North Limited T/A Aqua Works.
- 1.3 "Customer" means the person/s, entities or any person acting on behalf of and with the authority of the Customer requesting Aqua Works to provide the Works as specified in any proposal, quotation, order, invoice or other documentation, and:
- (a) if there is more than one Customer, is a reference to each Customer jointly and severally; and
- (b) if the Customer is a partnership, it shall bind each partner jointly and severally; and
- (c) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and
- (d) includes the Customer's executors, administrators, successors and permitted assigns.
- 1.4 "Works" means all Works (including consultation, manufacturing and/or installation services) or Materials supplied by Aqua Works to the Customer at the Customer's request from time to time (where the context so permits the terms 'Works' or 'Materials' shall be interchangeable for the other).
- 1.5 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, "Personal Information" such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.
- 1.6 "Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website, and can be accessed either by the web server or the client's computer. If the Customer does not wish to allow Cookies to operate in the background when ordering from the website, then the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to ordering Works via the website.
- 1.7 "Price" means the Price payable (plus any Goods and Services Tax ("GST") where applicable) for the Works as agreed between Aqua Works and the Customer in accordance with clause 5 below.
2. **Acceptance**
- 2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of any Works.
- 2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.
- 2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
- 2.4 In the event that Aqua Works is required to provide the Works urgently, that may require Aqua Works staff to work outside normal business hours (including but not limited to working through lunch breaks, weekends and/or Public Holidays) then Aqua Works reserves the right to charge the Client additional labour costs (penalty rates will apply), unless otherwise agreed between Aqua Works and the Client.
- 2.5 If Aqua Works has been requested by the Client to diagnose a fault that requires investigation, disassembly and/or testing, all costs involved will be charged to the Client irrespective of whether or not the repair goes ahead.
- 2.6 The Customer acknowledges that the supply of Works on credit shall not take effect until the Customer has completed a credit application with Aqua Works and it has been approved with a credit limit established for the account.
- 2.7 In the event that the supply of Works request exceeds the Customer's credit limit and/or the account exceeds the payment terms, Aqua Works reserves the right to refuse delivery.
- 2.8 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 226 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act.
- 2.9 These terms and conditions may be meant to be read in conjunction with Aqua Works Hire Form, and:
- (a) where the context so permits, the terms 'Works' or 'Materials' shall include any supply of Equipment, as defined therein; and
- (b) if there are any inconsistencies between the two documents then the terms and conditions contained therein shall prevail.
3. **Errors and Omissions**
- 3.1 The Customer acknowledges and accepts that Aqua Works shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
- (a) resulting from an inadvertent mistake made by Aqua Works in the formation and/or administration of this Contract; and/or
- (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by Aqua Works in respect of the Works.
- 3.2 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or misconduct of Aqua Works, the Customer shall not be entitled to treat this Contract as repudiated nor render it invalid.
4. **Change in Control**
- 4.1 The Customer shall give Aqua Works not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, change of trustees, or business practice). The Customer shall be liable for any loss incurred by Aqua Works as a result of the Customer's failure to comply with this clause.
5. **Price and Payment**
- 5.1 At Aqua Works sole discretion the Price shall be either:
- (a) as indicated on invoices provided by Aqua Works to the Customer in respect of Works performed or Materials supplied; or
- (b) Aqua Works Price at the date of delivery of the Works according to Aqua Works current price list; or
- (c) Aqua Works quoted Price (subject to clause 5.2) which shall be binding upon Aqua Works provided that the Customer shall accept Aqua Works quotation in writing within thirty (30) days.
- 5.2 Aqua Works reserves the right to change the Price:
- (a) if a variation to the Materials which are to be supplied is requested; or
- (b) if a variation to the Works originally scheduled (including any applicable plans or specifications) is requested; or
- (c) where additional Works are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather conditions, prerequisite work by any third party not being completed, limitations in accessing the site, hard rock barriers below the surface, iron reinforcing rods in concrete, or hidden pipes and wiring in walls etc.) which are only discovered on commencement of the Works; or
- (d) in the event of increases to Aqua Works in the cost of labour or materials (including, but not limited to, any variation as a result of fluctuations in currency exchange rates and/or international freight and insurance charges or increases to Aqua Works in the cost of taxes and levies, etc.) which are beyond Aqua Works control.
- 5.3 Variations will be charged for on the basis of Aqua Works quotation, and will be detailed in writing, and shown as variations on Aqua Works invoice. The Customer shall be required to respond to any variation submitted by Aqua Works within ten (10) working days. Failure to do so will entitle Aqua Works to add the cost of the variation to the Price.
- 5.4 Payment for all variations must be made in full at the time of their completion.
- 5.5 At Aqua Works sole discretion a deposit may be required.
- 5.6 Time for payment for the Works being of the essence, the Price will be payable by the Customer on the date/s determined by Aqua Works, which may be:
- (a) on completion of the Works; or
- (b) by way of progress payments in accordance with Aqua Works specified progress payment schedule. Such progress payment claims may include the reasonable value of authorised variations and the value of any Materials delivered to the worksite but not yet installed;
- (c) for certain approved Customers, due twenty (20) days following the end of the month in which a statement is posted to the Customer's address or address for notices;
- (d) the date specified on any invoice or other form as being the date for payment; or
- (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by Aqua Works.
- 5.7 At the agreement of both parties, payment of the Price may be subject to retention by the Customer of an amount (hereafter called the "Retention Money"), being a set amount or equal to a percentage of the Price. The Customer shall hold the Retention Money for the agreed period following completion of the Works during which time all Works are to be completed and/or all defects are to be remedied. Any Retention Money applicable to this Contract is to be dealt with in accordance with section 18 of the Construction Contracts Act 2002.
- 5.8 Payment may be made by cash, cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Customer and Aqua Works.
- 5.9 Aqua Works may in its discretion allocate any payment received from the Customer towards any invoice that Aqua Works determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer Aqua Works may re-allocate any payments previously received and allocated. In the absence of any payment allocation by Aqua Works, payment will be deemed to be allocated in such a manner as preserves the maximum value of Aqua Works Purchase Money Security Interest (as defined in the PPSSA) in the Materials.
- 5.10 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Aqua Works nor to withhold payment of any invoice because part of that invoice is in dispute unless the request for payment by Aqua Works is a claim made under the Construction Contracts Act 2002.
- 5.11 Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to Aqua Works an amount equal to any GST Aqua Works must pay for any supply by Aqua Works under this or any other agreement for the sale of the Materials. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.
6. **Provision of the Works**
- 6.1 Subject to clause 6.2 it is Aqua Works responsibility to ensure that the Works start as soon as it is reasonably possible.
- 6.2 The Works commencement date will be put back and the completion date extended by whatever time is reasonable in the event that Aqua Works claims an extension of time (by giving the Customer written notice) where completion is delayed by an event beyond Aqua Works control, including but not limited to any failure by the Customer to:
- (a) make a selection; or
- (b) have the site ready for the Works; or
- (c) notify Aqua Works that the site is ready.
- 6.3 At Aqua Works sole discretion, the cost of Delivery is either included in the Price or is in addition to the Price.
- 6.4 Aqua Works may deliver the Works by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 6.5 Any time specified by Aqua Works for delivery of the Works is an estimate only and Aqua Works will not be liable for any loss or damage incurred by the Customer as a result of delivery being late. However both parties agree that they shall make every endeavour to enable the Works to be supplied at the time and place as was arranged between both parties. In the event that Aqua Works is unable to supply the Works as agreed solely due to any action or inaction of the Customer, then Aqua Works shall be entitled to charge a reasonable fee for re-supplying the Works at a later time and date, and/or for storage of the Materials.
7. **Risk**
- 7.1 If Aqua Works retains ownership of the Materials under clause 11 then:
- (a) where Aqua Works is supplying Materials only, all risk for the Materials shall immediately pass to the Customer on delivery and the Customer must insure the Materials on or before delivery. Delivery of the Materials shall be deemed to have taken place immediately at the time that either:
- (i) the Customer or the Customer's nominated carrier takes possession of the Materials at Aqua Works address; or
- (ii) the Materials are delivered by Aqua Works or Aqua Works nominated carrier to the Customer's nominated delivery address (even if the Customer is not present at the address).
- (b) where Aqua Works is to both supply and install Materials then Aqua Works shall maintain a contract works insurance policy until the Works are completed. Upon completion of the Works all risk for the Works shall immediately pass to the Customer.
- 7.2 Notwithstanding the provisions of clause 7.1 if the Customer specifically requests Aqua Works to leave Materials on site at Aqua Works premises for collection or to deliver the Materials to an unattended location then such materials shall always be left at sole risk of the Customer and it shall be the Customer's responsibility to ensure the Materials are insured adequately or at all. In the event that such Materials are lost, damaged or destroyed then replacement of the Materials shall be at the Customer's expense.
- 7.3 The Client warrants that any structures to which the Materials are to be affixed are able to withstand the installation thereof and that any plumbing connections (including, but not limited to, pipes, couplings and valves) are of suitable capacity to handle the Materials once installed. If for any reason (including the discovery of asbestos, defective or unsafe plumbing or latent or unfavourable soil conditions such as liquefaction residue or risk) that Aqua Works or Aqua Works employees, reasonably form the opinion that the Client's premises is not safe for the Works to proceed then Aqua Works shall be entitled to delay the provision of the Works (in accordance with the provisions of clause 6.2 above) until Aqua Works is satisfied that it is safe for the installation to proceed.
- 7.4 Aqua Works shall be entitled to rely on the accuracy of any plans, specifications (including, but not limited to CAD drawings) and other information provided by the Client. The Client acknowledges and agrees that in the event that any of this information provided by the Client is inaccurate, Aqua Works accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.
- 7.5 Aqua Works shall upon installation ensure that all Materials are to be installed in a manner that is fully compliant with industry standards. If for any reason the Client specifically requires the Materials to be installed in any way which goes against Aqua Works recommendations and/or falls below industry standards; a request detailing that requirement must be made in writing to Aqua Works. Accordingly, Aqua Works offers no warranty in regards to the aforementioned.
- 7.6 The installation of some Materials can cause water hammer or damage to existing pipe work. The Client agrees to indemnify Aqua Works against any such loss, damage or claim that may arise if the existing pipe work is unable to accommodate the installation of the Materials.
- 7.7 The Client acknowledges that Aqua Works is only responsible for parts that are replaced/supplied by Aqua Works and does not at any stage accept any liability in respect of components supplied by any other third party that subsequently fail and are found to be the source of the failure, the Client agrees to indemnify Aqua Works against any loss or damage to the Materials, or caused thereby, or any part thereof howsoever arising.
- 7.8 Aqua Works shall not be liable for any defect, deterioration and/or damage to the Materials:
- (a) if the Client does not follow Aqua Works recommendations; and
- (b) where Materials are stored off site for extended periods of time as a result of any action/inaction by the Client; and
- (c) resulting from incorrect use and/or installation of the Materials by the Client or any other third party.
8. **Specifications**
- 8.1 The Client acknowledges that all descriptive specifications, illustrations, dimensions and weights stated in Aqua Works or the manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Client shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the contract, unless expressly stated as such in writing by Aqua Works.
9. **Access**
- 9.1 The Client shall ensure that Aqua Works has clear and free access to the site at all times to enable them to undertake the Works. Aqua Works shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concrete or paved or grassed areas) unless due to the negligence of Aqua Works. The Client accepts however, that some damage may result during the provision of the Works that is beyond Aqua Works control.
10. **Underground Locations**
- 10.1 Prior to Aqua Works commencing any work the Client must advise Aqua Works of the precise location of all underground services on the site and clearly mark the same. The underground mains & services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site.
- 10.2 Whilst Aqua Works will take all care to avoid damage to any underground services the Client agrees to indemnify Aqua Works in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 10.1.
11. **Title**
- 11.1 Aqua Works and the Customer agree that ownership of the Materials shall not pass until:
- (a) the Customer has paid Aqua Works all amounts owing to Aqua Works; and
- (b) the Customer has met all of its other obligations to Aqua Works.
- 11.2 Receipt by Aqua Works of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 11.3 It is further agreed that:
- (a) until ownership of the Materials passes to the Customer in accordance with clause 11.1 that the Customer is only a bailee of the Materials and unless the Materials have become fixtures must return the Materials to Aqua Works on request;
- (b) the Customer holds the benefit of the Customer's insurance of the Materials on trust for Aqua Works and must pay to Aqua Works the proceeds of any insurance in the event of the Materials being lost, damaged or destroyed;
- (c) the production of these terms and conditions by Aqua Works shall be sufficient evidence of Aqua Works rights to receive the insurance proceeds direct from the insurer without the need for any person dealing with Aqua Works to make further enquiries;
- (d) the Customer must not sell, dispose, or otherwise part with possession of the Materials other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Materials then the Customer must hold the proceeds of any such act on trust for Aqua Works and must pay or deliver the proceeds to Aqua Works on demand;
- (e) the Customer should not convert or process the Materials or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of Aqua Works and must sell, dispose of or return the resulting product to Aqua Works as it so directs;
- (f) unless the Materials have become fixtures the Customer irrevocably authorises Aqua Works to enter any premises where Aqua Works believes the Materials are kept and recover possession of the Materials;
- (g) Aqua Works may recover possession of any Materials in transit whether or not delivery has occurred;
- (h) the Customer shall not charge or grant an encumbrance over the Materials nor grant nor otherwise give away any interest in the Materials while they remain the property of Aqua Works;
- (i) Aqua Works may commence proceedings to recover the Price of the Materials sold notwithstanding that ownership of the Materials has not passed to the Customer.
12. **Personal Property Securities Act 1999 ("PPSSA")**
- 12.1 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:
- (a) these terms and conditions constitute a security agreement for the purposes of the PPSSA; and
- (b) a security interest is taken in all Materials and/or collateral (account) – being a monetary obligation of the Customer to Aqua Works for Works – that have previously been supplied and that will be supplied in the future by Aqua Works to the Customer.
- 12.2 The Customer undertakes to:
- (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Aqua Works may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
- (b) indemnify, and upon demand reimburse, Aqua Works for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Materials charged thereby;
- (c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Materials and/or collateral (account) in favour of a third party without the prior written consent of Aqua Works; and
- (d) immediately advise Aqua Works of any material change in its business practices of selling Materials which would result in a change in the nature of proceeds derived from such sales.
- 12.3 Aqua Works and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSSA shall apply to these terms and conditions.
- 12.4 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSSA.

Please note that a larger print version of these terms and conditions is available from Aqua Works on request.

#31883 © Copyright – EC Credit Control 1999 - 2018

Pure Water Services North Limited T/A Aqua Works – Terms & Conditions of Trade

- 12.5 Unless otherwise agreed to in writing by Aqua Works, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSSA.
- 12.6 The Customer shall unconditionally ratify any actions taken by Aqua Works under clauses 12.1 to 12.5.
- 12.7 Subject to any express provisions to the contrary (including those contained in this clause 12), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSSA.
13. **Security and Charge**
- 13.1 In consideration of Aqua Works agreeing to supply the Works, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 13.2 The Customer indemnifies Aqua Works from and against all Aqua Works costs and disbursements, including legal costs on a solicitor and own client basis incurred in exercising Aqua Works rights under this clause.
- 13.3 The Customer irrevocably appoints Aqua Works and each director of Aqua Works as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Customer's behalf.
14. **Defects In Materials**
- 14.1 The Customer shall inspect the Materials on delivery and shall within thirty (30) days of delivery (time being of the essence) notify Aqua Works of any alleged defect, shortage in quantity, damage, or failure to comply with the description or quote. The Customer shall afford Aqua Works an opportunity to inspect the Materials within a reasonable time following delivery if the Customer believes the Materials are defective in any way. If the Customer shall fail to comply with these provisions the Materials shall be presumed to be free from any defect or damage. For defective Materials, which Aqua Works has agreed in writing that the Customer is entitled to reject, Aqua Works liability is limited to either (at Aqua Works discretion) replacing the Materials or repairing the Materials.
- 14.2 Materials will not be accepted for return other than in accordance with 14.1 above.
15. **Returns**
- 15.1 Returns will only be accepted provided that:
- (a) the Customer has complied with the provisions of clause 14.1; and
 - (b) Aqua Works has agreed in writing to accept the return of the Materials; and
 - (c) the Materials are returned at the Customer's cost within seven (7) days of the delivery date; and
 - (d) Aqua Works will not be liable for Materials which have not been stored or used in a proper manner; and
 - (e) the Materials are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.
- 15.2 Aqua Works will not accept the return of non-defective Materials for credit.
- 15.3 Non-stocklist items or Materials made to the Customer's specifications are under no circumstances acceptable for credit or return.
16. **Warranties**
- 16.1 Subject to the conditions of warranty set out in clause 16.2 Aqua Works warrants that if any defect in any workmanship of Aqua Works becomes apparent and is reported to Aqua Works within twelve (12) months of the date of delivery (time being of the essence) then Aqua Works will either (at Aqua Works sole discretion) replace or remedy the workmanship.
- 16.2 The conditions applicable to the warranty given by clause 16.1 are:
- (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - (i) failure on the part of the Customer to properly maintain any Materials; or
 - (ii) failure on the part of the Customer to follow any instructions or guidelines provided by Aqua Works; or
 - (iii) failure on the part of the Customer to service the Materials every twelve (12) month; or
 - (iv) any use of any Materials otherwise than for any application specified on a quote or order form; or
 - (v) the continued use of any Materials after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 - (vi) fair wear and tear, any accident or act of God
 - (b) the warranty shall cease and Aqua Works shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without Aqua Works consent.
 - (c) in respect of all claims Aqua Works shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer's claim.
- 16.3 For Materials not manufactured by Aqua Works, the warranty shall be the current warranty provided by the manufacturer of the Materials. Aqua Works shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Materials.
- 16.4 The conditions applicable to the warranty given on Materials supplied by Aqua Works are contained on the "Warranty Card" that will be supplied with the Materials.
17. **Consumer Guarantees Act 1993**
- 17.1 If the Customer is acquiring Materials for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Materials by Aqua Works to the Customer.
18. **Intellectual Property**
- 18.1 Where Aqua Works has designed, drawn, written plans or a schedule of Works, or created any products for the Customer, then the copyright in all such designs, drawings, documents, plans, schedules and products shall remain vested in Aqua Works, and shall only be used by the Customer at Aqua Works discretion. Under no circumstances may such designs, drawings and documents be used without the express written approval of Aqua Works.
- 18.2 The Customer warrants that all designs, specifications or instructions given to Aqua Works will not cause Aqua Works to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify Aqua Works against any action taken by a third party against Aqua Works in respect of any such infringement.
- 18.3 The Customer agrees that Aqua Works may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings, plans or products which Aqua Works has created for the Customer.
19. **Default and Consequences of Default**
- 19.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Aqua Works sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 19.2 If the Customer owes Aqua Works any money the Customer shall indemnify Aqua Works from and against all costs and disbursements incurred by Aqua Works in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Aqua Works collection agency costs, and bank dishonour fees).
- 19.3 Further to any other rights or remedies Aqua Works may have under this Contract, if a Customer has made payment to Aqua Works, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Aqua Works under this clause 19, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this Contract.
- 19.4 Without prejudice to Aqua Works other remedies at law Aqua Works shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Aqua Works shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to Aqua Works becomes overdue, or in Aqua Works opinion the Customer will be unable to make a payment when it falls due;
 - (b) the Customer has exceeded any applicable credit limit provided by Aqua Works;
 - (c) the Customer becomes insolvent or bankrupt, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
20. **Cancellation**
- 20.1 Without prejudice to any other rights or remedies Aqua Works may have, if at any time the Customer is in breach of any obligation (including those relating to payment and/or failure to remedy any breach in respect of this Contract within ten (10) working days of receipt by the Customer of such notice(s) then Aqua Works may suspend the Works immediately. Aqua Works will not be liable to the Customer for any loss or damage the Customer suffers because Aqua Works has exercised its rights under this clause.
- 20.2 Aqua Works may cancel any contract to which these terms and conditions apply or cancel delivery of Works at any time before the Works are commenced by giving written notice to the Customer. On giving such notice Aqua Works shall repay to the Customer any sums paid in respect of the Price, less any amounts owing by the Customer to Aqua Works for Works already performed. Aqua Works shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 20.3 In the event that the Customer cancels the delivery of Works the Customer shall be liable for any and all loss incurred (whether direct or indirect) by Aqua Works as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 20.4 Cancellation of orders for products made to the Customer's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.
21. **Privacy Policy**
- 21.1 All emails, documents, images or other recorded information held or used by Aqua Works is Personal Information as defined and referred to in clause 21.3 and therefore considered confidential. Aqua Works acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1993 ("the Act") including Part II of the OECD Guidelines and as set out in Schedule 5A of the Act and any statutory requirements where relevant in a European Economic Area "EEA" then the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). Aqua Works acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Customers Personal Information, held by Aqua Works that may result in serious harm to the Customer, Aqua Works will notify the Customer in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Customer by written consent, unless subject to an operation of law.
- 21.2 Notwithstanding clause 21.1, privacy limitations will extend to Aqua Works in respect of Cookies where transactions for purchases/orders transpire directly from Aqua Works website. Aqua Works agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Customer's:
- (a) IP address, browser, email client type and other similar details;
 - (b) tracking website usage and traffic; and
 - (c) reports are available to Aqua Works when Aqua Works sends an email to the Customer, so Aqua Works may collect and review that information ("collectively Personal Information").
- In order to enable / disable the collection of Personal Information by way of Cookies, the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable, provided on the website prior to proceeding with a purchase/order via Aqua Works website.
- 21.3 The Customer authorises Aqua Works or Aqua Works agent to:
- (a) access, collect, retain and use any information about the Customer:
 - (i) (including, name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history or any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Customer's creditworthiness; or
 - (ii) for the purpose of marketing products and services to the Customer.
 - (b) disclose information about the Customer, whether collected by Aqua Works from the Customer directly or obtained by Aqua Works from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.
- 21.4 Where the Customer is an individual the authorities under clause 21.3 are authorities or consents for the purposes of the Privacy Act 1993.
- 21.5 The Customer shall have the right to request Aqua Works for a copy of the Personal Information about the Customer retained by Aqua Works and the right to request Aqua Works to correct any incorrect Personal Information about the Customer held by Aqua Works.
22. **Suspension of Works**
- 22.1 Where the Contract is subject to the Construction Contracts Act 2002, the Customer hereby expressly acknowledges that:
- (a) Aqua Works has the right to suspend work within five (5) working days of written notice of its intent to do so if a payment claim is served on the Customer; and
 - (i) the payment is not paid in full by the due date for payment in accordance with clause 5.5 and/or any subsequent amendments or new legislation and no payment schedule has been given by the Customer; or
 - (ii) a scheduled amount stated in a payment schedule issued by the Customer in relation to the payment claim is not paid in full by the due date for its payment; or
 - (iii) the Customer has not complied with an adjudicator's notice that the Customer must pay an amount to Aqua Works by a particular date; and
 - (iv) Aqua Works has given written notice to the Customer of its intention to suspend the carrying out of construction work under the construction Contract.
- (b) if Aqua Works suspends work, it:
- (i) is not in breach of Contract; and
 - (ii) is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Customer or by any person claiming through the Customer; and
 - (iii) is entitled to an extension of time to complete the Contract; and
 - (iv) keeps its rights under the Contract including the right to terminate the Contract; and may at any time lift the suspension, even if the amount has not been paid or an adjudicator's determination has not been complied with.
- (c) if Aqua Works exercises the right to suspend work, the exercise of that right does not:
- (i) affect any rights that would otherwise have been available to Aqua Works under the Contract and Commercial Law Act 2017; or
 - (ii) enable the Customer to exercise any rights that may otherwise have been available to the Customer under that Act as a direct consequence of Aqua Works suspending work under this provision;
- (d) due to any act or omission by the Customer, the Customer effectively precludes Aqua Works from continuing the Works or performing or complying with Aqua Works obligations under this Contract, then without prejudice to Aqua Works other rights and remedies, Aqua Works may suspend the Works immediately after serving on the Customer a written notice specifying the payment default or the act, omission or default upon which the suspension of the Works is based. All costs and expenses incurred by Aqua Works as a result of such suspension and recommencement shall be payable by the Customer as if they were a variation.
- 22.2 If pursuant to any right conferred by this Contract, Aqua Works suspends the Works and the default that led to that suspension continues un-remedied subject to clause 20.1 for at least ten (10) working days, Aqua Works shall be entitled to terminate the Contract, in accordance with clause 20.
23. **Service of Notices**
- 23.1 Any written notice given under this Contract shall be deemed to have been given and received:
- (a) by handing the notice to the other party, in person;
 - (b) by leaving it at the address of the other party as stated in this Contract;
 - (c) by sending it by registered post to the address of the other party as stated in this Contract;
 - (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;
- (e) if sent by email to the other party's last known email address.
- 23.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.
24. **Trusts**
- 24.1 If the Customer at any time upon or subsequent to entering into the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not Aqua Works may have notice of the Trust, the Customer covenants with Aqua Works as follows:
- (a) the Contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust and the trust fund;
 - (b) the Customer has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Customer against the Trust or the trust fund. The Customer will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
 - (c) the Customer will not without consent in writing of Aqua Works (Aqua Works will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
 - (i) the removal, replacement or retirement of the Customer as trustee of the Trust;
 - (ii) any alteration to or variation of the terms of the Trust;
 - (iii) any advancement or distribution of capital of the Trust; or
 - (iv) any resettlement of the trust property.
25. **General**
- 25.1 Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising hereunder, shall be submitted to, and settled by, either adjudication in accordance with the Construction Contracts Act 2002 and/or by arbitration in accordance with the Arbitration Act 1996 or its replacement(s).
- 25.2 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 25.3 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the Auckland Courts of New Zealand.
- 25.4 Aqua Works shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Aqua Works of these terms and conditions (alternatively Aqua Works liability shall be limited to damages which under no circumstances shall exceed the Price of the Works).
- 25.5 Aqua Works may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Customer's consent.
- 25.6 The Customer cannot licence or assign without the written approval of Aqua Works.
- 25.7 Aqua Works may elect to subcontract out any part of the Works but shall not be relieved from any liability or obligation under this Contract by doing so. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any of Aqua Works sub-contractors without the authority of Aqua Works.
- 25.8 The Customer agrees that Aqua Works may amend their general terms and conditions for subsequent future contracts with the Customer by disclosing such to the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for Aqua Works to provide Works to the Customer.
- 25.9 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 25.10 Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.

Please note that a larger print version of these terms and conditions is available from Aqua Works on request.

Schedule Sixteen

Aqua Works Limited Quotation 6526



Pure Water Services North Ltd
T/a Aqua Works &
Warkworth Plumbing
PO Box 677
Warkworth 0941
Tel. 09 425 6080
GST # 105 738 994
www.aquaworks.co.nz
accounts@aquaworks.co.nz

CUSTOMER QUOTATION NO. 6526

Conrad Properties for the Workshops
Matakana
64 Matakana Valley Road
Matakana
Warkworth 0985

Quote No: 6526
Site: 64 Matakana Valley Road
Matakana
Site Contact:
Site Phone:

Description

Detailed Service Supply Requirements for The Workshops Matakana.

Depending on the outcome of the written Water Safety Management Plan, we expect to supply these services based on our current knowledge.

The Scope includes-

1. Main onsite annual servicing of the treatment plant
2. Six month onsite servicing of the treatment plant requirements
3. Monthly onsite servicing requirements of the site
4. Daily remote servicing requirements of the site.
5. 3 Monthly e-coli testing
6. 12 monthly Full Routine Water testing
7. Annual IQP Backflow testing
8. Water Tank Cleaning
9. Call Out Fees for un-scheduled service work.
10. Maintenance Plumbing as required.

Term-

We propose a 12-month term agreement.

Either party can cancel in writing; email is acceptable at the end of the term, with 1 month's notice.

We trust this agreement is acceptable. If so, please confirm your acceptance by signing and returning a copy to us.

Date of signing -

Full Name -

Signature-

Company Represented-

Position in Company-

If you require any additional information, please do not hesitate to contact us.



Pure Water Services North Ltd
T/a Aqua Works &
Warkworth Plumbing
PO Box 677
Warkworth 0941
Tel. 09 425 6080
GST # 105 738 994
www.aquaworks.co.nz
accounts@aquaworks.co.nz

CUSTOMER QUOTATION NO. 6526

1 - MAIN Annual Service for the UV System & plant room

Commercial UV service for NSF-certified UV systems as per manufacturer instructions.

Includes-

Pressure Differential - Initial Service pressure test & recording
UV Lamp replacement - Original lamps
UV Quartz sleeve cleaning
UV strip down, clean and reassemble
Replace the 1-micron Filters
Replace the 20-Micron Filters
Clean the Hydra Pre Filters - remove the screen and manually clean the screens.
Reassemble the system and then sterilise the system and lines.
Record pressure differentials, & re-commission system.

Does not include

Replacement of Quartz sleeves - these are done as needed, usually every 2 years and cost \$159.39 each plus gst.
If the quartz sleeves are clear and not marked or chipped, we will keep using them as long as they are fit for purpose.

Item	Quantity	Unit Price	Total
Replacement UV Lamp, Genuine RI-NSFA-6K Lamp	2.00	\$533.99	\$1,067.98
Poly Spun Sediment Filter "20" Slimline" 1 Micron	14.00	\$24.00	\$336.00
Poly Spun Sediment Filter "20" Slimline" 25 Micron	14.00	\$0.00	\$0.00
Sterilise - UV & Home Pipework Sanitisation as per manufacturers recommendations.	2.00	\$45.00	\$90.00
Service - Ultra Violet System - Full strip down & service & reassemble.	2.00	\$97.00	\$194.00
Environmental Re-cycling Levy so we can correctly reuse/recycle the mercury filled UV Lamps correctly in NZ and avoid Landfill.	2.00	\$7.00	\$14.00
Service Travel Charge - Includes the vehicle running costs and labour driving to your location.	1.00	\$52.00	\$52.00
Sub-Total ex GST			\$1,753.98
GST			\$263.10
Total inc GST			\$2,017.08

2 - SIX MONTH Service - Clean Quartz Sleeves and replace filters

Monthly Service Call for UV system, pre-filters and flushing main tanks.

Monthly check as per the Water Safety Plan

Includes-

Visual service check of the whole system.
Pressure Differential - Initial Service pressure test & recording
UV Lamp check
Physically clean the Hydra Pre Filters - remove the screen and manually clean the screens if needed.
Record pressure differentials, & re-commission system.
Flush the main rain water tanks via the dump valves to clear any debris and sediment building up inside the



Pure Water Services North Ltd
T/a Aqua Works &
Warkworth Plumbing
PO Box 677
Warkworth 0941
Tel. 09 425 6080
GST # 105 738 994
www.aquaworks.co.nz
accounts@aquaworks.co.nz

CUSTOMER QUOTATION NO. 6526

tanks.

Does not include

Replacement of the water filters.

If the filters need replacing - diagnosed by the pressure differentials & dependent on the water quality flowing through the system, then the filters and UV Quartz sleeve will be cleaned as per the Six-month service.

Item	Quantity	Unit Price	Total
Service - Ultra Violet System - Full strip down & service & reassemble.	1.50	\$117.00	\$175.50
Service Travel Charge - Includes the vehicle running costs and labour driving to your location.	1.00	\$52.00	\$52.00
Sub-Total ex GST			\$227.50
GST			\$34.13
Total inc GST			\$261.63

3 - MONTHLY Service Check - Flushing tank valves, Cleaning Pre-filters

Onsite Monthly check as per the Water Safety Plan

Includes-

Visual service check of the whole system.

Pressure Differential - Initial Service pressure test & recording

UV Lamp check

Physically clean the Hydra Pre Filters - remove the screen and manually clean the screens if needed.

Record pressure differentials, & re-commission system.

Flush the main rain water tanks via the dump valves to clear any debris and sediment building up inside the tanks.

Does not include

Replacement of the water filters.

If the filters need replacing - diagnosed by the pressure differentials & dependent on the water quality flowing through the system, then the filters and UV Quartz sleeve will be cleaned as per the Six-month service schedule.

Item	Quantity	Unit Price	Total
Service - Ultra Violet System - Full strip down & service & reassemble.	2.00	\$117.00	\$234.00
Service Travel Charge - Includes the vehicle running costs and labour driving to your location.	1.00	\$52.00	\$52.00
Sub-Total ex GST			\$286.00
GST			\$42.90
Total inc GST			\$328.90



Pure Water Services North Ltd
T/a Aqua Works &
Warkworth Plumbing
PO Box 677
Warkworth 0941
Tel. 09 425 6080
GST # 105 738 994
www.aquaworks.co.nz
accounts@aquaworks.co.nz

CUSTOMER QUOTATION NO. 6526

4 - DAILY Service Check - Visually checking plant room & metrics

Scope -

Remotely log into the plant room

Check for - leaks, pressure differentials on gauges, alarms on UVs and water pumps.

Record the daily check.

Item	Quantity	Unit Price	Total
Service fee - remotely monitoring of plant room & recording the data from the metrics shown.	7.00	\$7.00	\$49.00
Sub-Total ex GST			\$49.00
GST			\$7.35
Total inc GST			\$56.35

5 - E-Coli Water Testing - 3 monthly as per the Acceptable Solution

Required by the water regulator Taumata Arowai,

Ensures the site meets the acceptable solution for roof water Supplies.

Section 50 of the Water Services Act 2021

Includes-

Analysed by a laboratory accredited by IANZ for the type of analysis being undertaken

Samples are collected according to any instructions and specifications provided by the laboratory.

This means e-coli samples reach the lab within 24 hrs of sampling between 4 - 12 degrees.

Assumption -

- this test is carried out at the same time as one of our Monthly checks
- The cost of this test includes collecting the test, processing the required paperwork, chilling samples, and delivering them to the courier.
- As per the rules in the Acceptable Solution - extra testing may be required if any of the three buildings exceed 100 people for less than 60 days in a 12-month period.

Item	Quantity	Unit Price	Total
As per Acceptable Solutions under the Water Services Act 2021 - Water Analysis E-Coli Only at Independent - Hills Lab, includes full report and record keeping. Includes admin for forms and delivery to the courier.	1.00	\$129.00	\$129.00
Sub-Total ex GST			\$129.00
GST			\$19.35
Total inc GST			\$148.35

6 - Full Chemical, metals and minerals water test - 12 Monthly as per the Acceptable Solution

Required by the water regulator Taumata Arowai,

Ensures the site meets the acceptable solution for roof water Supplies.

Section 50 of the Water Services Act 2021



Pure Water Services North Ltd
T/a Aqua Works &
Warkworth Plumbing
PO Box 677
Warkworth 0941
Tel. 09 425 6080
GST # 105 738 994
www.aquaworks.co.nz
accounts@aquaworks.co.nz

CUSTOMER QUOTATION NO. 6526

Includes-

Analysed by a laboratory accredited by IANZ for the type of analysis being undertaken
Samples are collected according to any instructions and specifications provided by the laboratory.
Test full chemical test, including Cadmium, Copper, Lead, and zinc—as per requirements for Acceptable Solution for roof supply.

Assumption -

- this test is carried out at the same time as one of our Monthly checks
- The cost of this test includes collecting the test, processing the required paperwork, and delivering them to the courier.

Item	Quantity	Unit Price	Total
12 Monthly Water Analysis Routine, full chemical, mineral and metals test plus silica at Independent lab - Hills Lab which meets the NZ Drinking Water Standards & Water Services Act	1.00	\$229.00	\$229.00
Sub-Total ex GST			\$229.00
GST			\$34.35
Total inc GST			\$263.35

7 - Backflow IQP Testing

Annual IQP Backflow test

For the annual Building Warrant of Fitness.

Includes-

Testing of on-site backflow devices.
Tagging compliant devices and providing proof of testing compliance.
Submitting test results to the regulatory body Auckland Council and the customer.

Does not include-

Repairs to faulty/failed devices.
Repairs needed will be charged to the customer.

Item	Quantity	Unit Price	Total
IQP Backflow testing compliance & submission, multiple tests.	54.00	\$150.00	\$8,100.00
Discount on testing multiple devices at same location	54.00	\$-50.00	\$-2,700.00
Sub-Total ex GST			\$5,400.00
GST			\$810.00
Total inc GST			\$6,210.00

8 - Water Tank Cleaning

Every 12 Months or as needed.

- The frequency is determined by the levels of debris entering the tanks. If the treatment filters block up prematurely, this will trigger extra tank cleaning intervals.
- This will need to be coordinated with the roof and gutters cleaning—every time the roof and gutters are cleaned, the tanks in that zone will need cleaning within 24 hours.

Includes



Pure Water Services North Ltd
T/a Aqua Works &
Warkworth Plumbing
PO Box 677
Warkworth 0941
Tel. 09 425 6080
GST # 105 738 994
www.aquaworks.co.nz
accounts@aquaworks.co.nz

CUSTOMER QUOTATION NO. 6526

Confined space entry requirements - 3 trained technicians on site
Full Health and Safety protocols in place for confined spaces.

Professional water tank cleaning service.

Ensuring the safety and quality of your potable water supply

Over time, water tanks can accumulate sediment, debris, algae, and bacteria, impacting water quality and health. Our experienced technicians follow a thorough process to clean, disinfect, and maintain your potable water tank, giving you peace of mind with cleaner, fresher water.

Our Process:

1. **Drain & Inspection** – We start by draining the tank and inspecting it for sediment buildup, algae growth, and any damage.
2. **Sediment Removal** – Using specialized equipment, we remove sludge, dirt, and debris that settle at the bottom of the tank.
3. **Scrubbing & Cleaning** – The tank walls and base are scrubbed and cleaned to remove any biofilm or buildup.
4. **Detailed inspection** - check the tank for leaks, provide evidence of tank deterioration/wear, and report.
5. **Disinfection (if necessary)** – We apply a safe, eco-friendly disinfectant to eliminate bacteria, algae, and other pathogens.
6. **Final Rinse & Refill** – After rinsing the tank thoroughly to remove any final debris, we refill it with clean water - if needed.

Does Not Include

Cost of water to refill the tanks - your preferred water supplier will be called and used to perform this service. We suggest each tank in each zone cleaned requires 10,000 litres to get up and running again. We can arrange this as part of the cleaning process; we just need to know your preferred water supplier - or we can recommend one.

Notes

- The tanks are in 3 zones - each set of tanks in each zone are connected together at the bottom. They cannot be isolated from each other, so each set of tanks in each zone will need cleaning together as all tanks in that Zone will empty together.
- Special care will be taken with Health and safety considerations when cleaning the main Zone 2 tanks. Because they are in the middle of the carpark spaces, preferred cleaning times will be very early in the morning or late in the afternoon to minimise tenants' disruption.
- Zone 2 tanks will likely need cleaning more often than Zones 1 and 3 tanks, as they will receive all the water from the site over time and, therefore, contain more sediment.
- Zone 1 - has two tanks.
- Zone 2 - the main pumping station has three tanks
- Zone 3 has two tanks
- Tanks can only be cleaned in fine weather - as the roof inlets cannot be disconnected.

Recommendation

The tanks are cleaned once the site is commissioned, and everything is finished on site.

Considerable debris will likely be in the tanks, which is inevitable during the construction process, so a commissioning clean is recommended before site use.

Item	Quantity	Unit Price	Total
Water Tank Cleaning - Price is per tank. Remove water from the	7.00	\$1,250.00	\$8,750.00



Pure Water Services North Ltd
T/a Aqua Works &
Warkworth Plumbing
 PO Box 677
 Warkworth 0941
 Tel. 09 425 6080
 GST # 105 738 994
 www.aquaworks.co.nz
 accounts@aquaworks.co.nz

CUSTOMER QUOTATION NO. 6526

Item	Quantity	Unit Price	Total
tank, empty, scrub and clean			
Sub-Total ex GST			\$8,750.00
GST			\$1,312.50
Total inc GST			\$10,062.50

9 - Aqua Works Call Out Fee Schedule

This is for non-scheduled urgent work, it includes;-

- Our technician's time to travel to the site
- Our vehicle travel costs to get to site and
- 30 mins of technician/plumber time on site.

Item	Quantity	Unit Price	Total
Service - Call Out fee, during workday, includes travel to site for vehicle and technician, 30 minutes on site and a diagnosis. Operational hours - weekdays between 8:00am - 4.00pm	1.00	\$169.00	\$169.00
Service - Call Out fee, workday evenings, includes travel to site for vehicle and technician, 30 minutes on site and a diagnosis. Operational hours - weekdays between 4:00pm - 6.00pm	1.00	\$249.00	\$249.00
Service - After Hours Call Out Fee, includes includes travel to site for vehicle and technician, 30 minutes on site and a diagnosis. (Call Out reflects the minimum 4hr overtime paid to staff for call out & being on call) Operational hours - between 6:00pm - 8:00am, includes weekends	1.00	\$349.00	\$349.00
Service - Call Out fee, Public Holiday, includes includes travel to site for vehicle and technician, 30 minutes on site and a diagnosis. (Call out fee reflects the minimum 4hr overtime rate paid to staff for working public holidays and a day of in Lieu) Operational hours - during any Public Holiday	1.00	\$499.00	\$499.00
Sub-Total ex GST			\$1,266.00
GST			\$189.90
Total inc GST			\$1,455.90

10 - Maintenance Plumbing

Maintenance Plumbing Service

Our team has three registered plumbers and includes certified plumbers, certified gas fitters and certified drainlayers.

We are happy to provide on-site service for any plumbing maintenance requirements you may have.
 Our hourly charge-out rate for plumbing is \$120 plus GST per hour, assuming it is done during work hours.
 Call-out rates apply thereafter

Item	Quantity	Unit Price	Total
Registered Plumber - First hr minimum 1 hr charge	1.00	\$120.00	\$120.00
Service Travel Charge - Includes the vehicle running costs and	1.00	\$52.00	\$52.00



Pure Water Services North Ltd
T/a Aqua Works &
Warkworth Plumbing
PO Box 677
Warkworth 0941
Tel. 09 425 6080
GST # 105 738 994
www.aquaworks.co.nz
accounts@aquaworks.co.nz

CUSTOMER QUOTATION NO. 6526

10 - Maintenance Plumbing

Item	Quantity	Unit Price	Total
labour driving to your location.			
Sub-Total ex GST			\$172.00
GST			\$25.80
Total inc GST			\$197.80

We appreciate the opportunity to quote on your job. We look forward to providing you with our renowned excellent service and products, leaving you with great tasting, safe, healthy water you can trust;

It's why we do what we do.

Steve and the team at Aqua Works

Sub-Total ex GST	\$18,262.48
GST	\$2,739.38
Total inc GST	\$21,001.86

NOTE:

All quotes/estimates are valid for 30 days.

Quotes or estimates over \$3,000 may attract a 30% deposit before the commencement of work.

Aqua Works takes no responsibility for customer supplied product and any time and labour used to rectify product issues will be charged.

All items supplied by Aqua Works that are installed, partially installed or stored on-site will be covered by the customer's insurance policy.

Acceptance of this quote/estimate is acceptance of our Terms of Trade. Click [here](#) to view online.

How To Pay



Mail

Detach this section and mail cheque to:

Pure Water Services North Ltd T/a Aqua Works &
Warkworth Plumbing
PO Box 677
Warkworth 0941



Credit Card (MasterCard or Visa)

Call 09 425 6080 to pay over the phone.



Direct Credit

Bank ANZ Warkworth
Acc. Name Aqua Works
Bank Code
Acc. No. 06 0483 0113658 00

QUOTATION NO. 6526

Customer Reference:	15808	Customer Name:	Conrad Properties for the Workshops Matakana
---------------------	-------	----------------	--

Pure Water Services North Limited T/A Aqua Works – Terms & Conditions of Trade

1. **Definitions**
 - 1.1 "Contract" means the terms and conditions contained herein, together with any Quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
 - 1.2 "Aqua Works" means Pure Water Services North Limited T/A Aqua Works, its successors and assigns or any person acting on behalf of and with the authority of Pure Water Services North Limited T/A Aqua Works.
 - 1.3 "Customer" means the person/s, entities or any person acting on behalf of and with the authority of the Customer requesting Aqua Works to provide the Works as specified in any proposal, quotation, order, invoice or other documentation, and:
 - (a) if there is more than one Customer, is a reference to each Customer jointly and severally; and
 - (b) if the Customer is a partnership, it shall bind each partner jointly and severally; and
 - (c) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and
 - (d) includes the Customer's executors, administrators, successors and permitted assigns.
 - 1.4 "Works" means all Works (including consultation, manufacturing and/or installation services) or Materials supplied by Aqua Works to the Customer at the Customer's request from time to time (where the context so permits the terms 'Works' or 'Materials' shall be interchangeable for the other).
 - 1.5 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, **Personal Information** such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.
 - 1.6 "Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website, and can be accessed either by the web server or the client's computer. **If the Customer does not wish to allow Cookies to operate in the background when ordering from the website, then the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to ordering Works via the website.**
 - 1.7 "Price" means the Price payable (plus any Goods and Services Tax (GST) where applicable) for the Works as agreed between Aqua Works and the Customer in accordance with clause 5 below.
2. **Acceptance**
 - 2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of any Works.
 - 2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.
 - 2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
 - 2.4 In the event that Aqua Works is required to provide the Works urgently, that may require Aqua Works staff to work outside normal business hours (including but not limited to working through lunch breaks, weekends and/or Public Holidays) then Aqua Works reserves the right to charge the Client additional labour costs (penalty rates will apply), unless otherwise agreed between Aqua Works and the Client.
 - 2.5 If Aqua Works has been requested by the Client to diagnose a fault that requires investigation, disassembly and/or testing, all costs involved will be charged to the Client irrespective of whether or not the repair goes ahead.
 - 2.6 The Customer acknowledges that the supply of Works on credit shall not take effect until the Customer has completed a credit application with Aqua Works and it has been approved with a credit limit established for the account.
 - 2.7 In the event that the supply of Works request exceeds the Customers credit limit and/or the account exceeds the payment terms, Aqua Works reserves the right to refuse delivery.
 - 2.8 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 226 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act.
 - 2.9 These terms and conditions may be read in conjunction with Aqua Works Hire Form, and:
 - (a) where the context so permits, the terms 'Works' or 'Materials' shall include any supply of Equipment, as defined therein; and
 - (b) if there are any inconsistencies between the two documents then the terms and conditions contained therein shall prevail.
3. **Errors and Omissions**
 - 3.1 The Customer acknowledges and accepts that Aqua Works shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
 - (a) resulting from an inadvertent mistake made by Aqua Works in the formation and/or administration of this Contract; and/or
 - (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by Aqua Works in respect of the Works.
 - 3.2 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willful misconduct of Aqua Works, the Customer shall not be entitled to treat this Contract as repudiated nor render it invalid.
4. **Change in Control**
 - 4.1 The Customer shall give Aqua Works not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, change of trustees, or business practice). The Customer shall be liable for any loss incurred by Aqua Works as a result of the Customer's failure to comply with this clause.
5. **Price and Payment**
 - 5.1 At Aqua Works sole discretion the Price shall be either:
 - (a) as indicated on invoices provided by Aqua Works to the Customer in respect of Works performed or Materials supplied; or
 - (b) Aqua Works Price at the date of delivery of the Works according to Aqua Works current price list; or
 - (c) Aqua Works quoted Price (subject to clause 5.2) which shall be binding upon Aqua Works provided that the Customer shall accept Aqua Works quotation in writing within thirty (30) days. Aqua Works reserves the right to change the Price:
 - (a) if a variation to the Materials which are to be supplied is requested; or
 - (b) if a variation to the Works originally scheduled (including any applicable plans or specifications) is requested; or
 - (c) where additional Works are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather conditions, prerequisite work by any third party not being completed, limitations in accessing the site, hard rock barriers below the surface, iron reinforcing rods in concrete, or hidden pipes and wiring in walls etc.) which are only discovered on commencement of the Works; or
 - (d) in the event of increases to Aqua Works in the cost of labour or materials (including, but not limited to, any variation as a result of fluctuations in currency exchange rates and/or international freight and insurance charges or increases to Aqua Works in the cost of taxes and levies, etc.) which are beyond Aqua Works control.
 - 5.2 Variations will be charged for on the basis of Aqua Works quotation, and will be detailed in writing, and shown as variations on Aqua Works invoice. The Customer shall be required to respond to any variation submitted by Aqua Works within ten (10) working days. Failure to do so will entitle Aqua Works to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.
 - 5.3 At Aqua Works sole discretion a deposit may be required.
 - 5.4 Time for payment for the Works being of the essence, the Price will be payable by the Customer on the date/s determined by Aqua Works, which may be:
 - (a) on completion of the Works; or
 - (b) by way of progress payments in accordance with Aqua Works specified progress payment schedule. Such progress payment claims may include the reasonable value of authorised variations and the value of any Materials delivered to the worksite but not yet installed;
 - (c) for certain approved Customers, due twenty (20) days following the end of the month in which a statement is posted to the Customer's address or address for notices;
 - (d) the date specified on any invoice or other form as being the date for payment; or
 - (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by Aqua Works.
 - 5.5 At the agreement of both parties, payment of the Price may be subject to retention by the Customer of an amount (hereafter called the "Retention Money"), being a set amount or equal to a percentage of the Price. The Customer shall hold the Retention Money for the agreed period following completion of the Works during which time all Works are to be completed and/or all defects are to be remedied. Any Retention Money applicable to this Contract is to be dealt with in accordance with section 18 of the Construction Contracts Act 2002.
 - 5.6 Payment may be made by cash, cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Customer and Aqua Works.
 - 5.7 Aqua Works may in its discretion allocate any payment received from the Customer towards any invoice that Aqua Works determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer Aqua Works may re-allocate any payments previously received and allocated. In the absence of any payment allocation by Aqua Works, payment will be deemed to be allocated in such a manner as preserves the maximum value of Aqua Works Purchase Money Security Interest (as defined in the PPSA) in the Materials.
 - 5.8 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Aqua Works nor to withhold payment of any invoice because part of that invoice is in dispute unless the request for payment by Aqua Works is a claim made under the Construction Contracts Act 2002.
 - 5.9 Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to Aqua Works an amount equal to any GST Aqua Works must pay for any supply by Aqua Works under this or any other agreement for the sale of the Materials. The Customer must pay GST, without deduction or set off of any other payments, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.
 - 5.10 **Provision of the Works**
 - 6.1 Subject to clause 6.2 it is Aqua Works responsibility to ensure that the Works start as soon as it is reasonably possible.
 - 6.2 The Works commencement date will be put back and the completion date extended by whatever time is reasonable in the event that Aqua Works claims an extension of time (by giving the Customer written notice) where completion is delayed by an event beyond Aqua Works control, including but not limited to any failure by the Customer to:
 - (a) make a selection; or
 - (b) have the site ready for the Works; or
 - (c) notify Aqua Works that the site is ready.At Aqua Works sole discretion, the cost of Delivery is either included in the Price or is in addition to the Price.
 - 6.3 Aqua Works may deliver the Works by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
 - 6.4 Any time specified by Aqua Works for delivery of the Works is an estimate only and Aqua Works will not be liable for any loss or damage incurred by the Customer as a result of delivery being late. However both parties agree that they shall make every endeavour to enable the Works to be supplied at the time and place as was arranged between both parties. In the event that Aqua Works is unable to supply the Works as agreed solely due to any action or inaction of the Customer, then Aqua Works shall be entitled to charge a reasonable fee for re-supplying the Works at a later time and date, and/or for storage of the Materials.
 - 6.5 **Risk**
 - 7.1 If Aqua Works retains ownership of the Materials under clause 11 then:
 - (a) where Aqua Works is supplying Materials only, all risk for the Materials shall immediately pass to the Customer on delivery and the Customer must insure the Materials on or before delivery. Delivery of the Materials shall be deemed to have taken place immediately at the time that either:
 - (i) the Customer or the Customer's nominated carrier takes possession of the Materials at Aqua Works address; or
 - (ii) the Materials are delivered by Aqua Works or Aqua Works nominated carrier to the Customer's nominated delivery address (even if the Customer is not present at the address);
 - (b) where Aqua Works is to both supply and install Materials then Aqua Works shall maintain a contract works insurance policy until the Works are completed. Upon completion of the Works all risk for the Works shall immediately pass to the Customer.
 - 7.2 Notwithstanding the provisions of clause 7.1 if the Customer specifically requests Aqua Works to leave Materials outside Aqua Works premises for collection or to deliver the Materials to an unattended location then such materials shall always be left at sole risk of the Customer and it shall be the Customer's responsibility to ensure the Materials are insured adequately or at all. In the event that such Materials are lost, damaged or destroyed then replacement of the Materials shall be at the Customer's expense.
 - 7.3 The Client warrants that any structures to which the Materials are to be affixed are able to withstand the installation thereof and that any plumbing connections (including, but not limited to, pipes, couplings and valves) are of suitable capacity to handle the Materials once installed. If for any reason (including the discovery of asbestos, defective or unsafe plumbing or latent or unfavourable soil conditions such as liquefaction residue or risk) that Aqua Works, or Aqua Works employees, reasonably form the opinion that the Client's premises is not safe for the Works to proceed then Aqua Works shall be entitled to delay the provision of the Works (in accordance with the provisions of clause 6.2 above) until Aqua Works is satisfied that it is safe for the installation to proceed.
 - 7.4 Aqua Works shall be entitled to rely on the accuracy of any plans, specifications (including, but not limited to CAD drawings) and other information provided by the Client. The Client acknowledges and agrees that in the event that any of this information provided by the Client is inaccurate, Aqua Works accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.
 - 7.5 Aqua Works shall upon installation ensure that all Materials are to be installed in a manner that is fully compliant with industry standards. If, for any reason, the Client specifically requires the Materials to be installed in any way which goes against Aqua Works recommendations and/or falls below industry standards; a request detailing that requirement must be made in writing to Aqua Works. Accordingly, Aqua Works offers no warranty in regards to the aforementioned.
 - 7.6 The installation of some Materials can cause water hammer or damage to existing pipe work. The Client agrees to indemnify Aqua Works against any such loss, damage or claim that may arise if the existing pipe work is unable to accommodate the installation of the Materials.
 - 7.7 The Client acknowledges that Aqua Works is only responsible for parts that are replaced/supplied by Aqua Works and does not at any stage accept any liability in respect of components supplied by any other third party that subsequently fail and are found to be the source of the failure, the Client agrees to indemnify Aqua Works against any loss or damage to the Materials, or caused thereby, or any part thereof howsoever arising.
 - 7.8 Aqua Works shall not be liable for any defect, deterioration and/or damage to the Materials:
 - (a) if the Client does not follow Aqua Works recommendations; and
 - (b) where Materials are stored off site for extended periods of time as a result of any action/inaction by the Client; and
 - (c) resulting from incorrect use and/or installation of the Materials by the Client or any other third party.
 - 8.1 **Specifications**
 - 8.1 The Client acknowledges that all descriptive specifications, illustrations, dimensions and weights stated in Aqua Works or the manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Client shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the contract, unless expressly stated as such in writing by Aqua Works.
 9. **Access**
 - 9.1 The Client shall ensure that Aqua Works has clear and free access to the site at all times to enable them to undertake the Works. Aqua Works shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of Aqua Works. The Client accepts however, that some damage may result during the provision of the Works that is beyond Aqua Works control.
 10. **Underground Locations**
 - 10.1 Prior to Aqua Works commencing any work the Client must advise Aqua Works of the precise location of all underground services on the site and clearly mark the same. The underground mains & services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site.
 - 10.2 Whilst Aqua Works will take all care to avoid damage to any underground services the Client agrees to indemnify Aqua Works in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 10.1.
 11. **Title**
 - 11.1 Aqua Works and the Customer agree that ownership of the Materials shall not pass until:
 - (a) the Customer has paid Aqua Works all amounts owing to Aqua Works; and
 - (b) the Customer has met all of its other obligations to Aqua Works.
 - 11.2 Receipt by Aqua Works of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
 - 11.3 It is further agreed that:
 - (a) until ownership of the Materials passes to the Customer in accordance with clause 11.1 that the Customer is only a bailee of the Materials and unless the Materials have become fixtures must return the Materials to Aqua Works on request;
 - (b) the Customer holds the benefit of the Customer's insurance of the Materials on trust for Aqua Works and must pay to Aqua Works the proceeds of any insurance in the event of the Materials being lost, damaged or destroyed;
 - (c) the production of these terms and conditions by Aqua Works shall be sufficient evidence of Aqua Works rights to receive the insurance proceeds direct from the insurer without the need for any person dealing with Aqua Works to make further enquiries;
 - (d) the Customer must not sell, dispose, or otherwise part with possession of the Materials other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Materials then the Customer must hold the proceeds of any such act on trust for Aqua Works and must pay or deliver the proceeds to Aqua Works on demand;
 - (e) the Customer should not convert or process the Materials or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of Aqua Works and must sell, dispose of or return the resulting product to Aqua Works as it so directs;
 - (f) unless the Materials have become fixtures the Customer irrevocably authorises Aqua Works to enter any premises where Aqua Works believes the Materials are kept and recover possession of the Materials;
 - (g) Aqua Works may recover possession of any Materials in transit whether or not delivery has occurred;
 - (h) the Customer shall not charge or grant an encumbrance over the Materials nor grant nor otherwise give away any interest in the Materials while they remain the property of Aqua Works;
 - (i) Aqua Works may commence proceedings to recover the Price of the Materials sold notwithstanding that ownership of the Materials has not passed to the Customer.
 12. **Personal Property Securities Act 1999 ("PPSA")**
 - 12.1 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:
 - (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and
 - (b) a security interest is taken in all Materials and/or collateral (account) – being a monetary obligation of the Customer to Aqua Works for Works – that have previously been supplied and that will be supplied in the future by Aqua Works to the Customer.
 - 12.2 The Customer undertakes to:
 - (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Aqua Works may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
 - (b) indemnify, and upon demand reimburse, Aqua Works for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Materials charged thereby;
 - (c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Materials and/or collateral (account) in favour of a third party without the prior written consent of Aqua Works; and
 - (d) immediately advise Aqua Works of any material change in its business practices of selling Materials which would result in a change in the nature of proceeds derived from such sales.
 - 12.3 Aqua Works and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
 - 12.4 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.

Please note that a larger print version of these terms and conditions is available from Aqua Works on request.

Pure Water Services North Limited T/A Aqua Works – Terms & Conditions of Trade

- 12.5 Unless otherwise agreed to in writing by Aqua Works, the Customer waives its right to receive a verification statement in accordance with section 14B of the PSA.
- 12.6 The Customer shall unconditionally ratify any actions taken by Aqua Works under clauses 12.1 to 12.5.
- 12.7 Subject to any express provisions to the contrary (including those contained in this clause 12) nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PSA.
13. **Security and Charge**
- 13.1 In consideration of Aqua Works agreeing to supply the Works, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 13.2 The Customer indemnifies Aqua Works from and against all Aqua Works costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Aqua Works rights under this clause.
- 13.3 The Customer irrevocably appoints Aqua Works and each director of Aqua Works as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Customer's behalf.
14. **Defects in Materials**
- 14.1 The Customer shall inspect the Materials on delivery and shall within thirty (30) days of delivery (time being of the essence) notify Aqua Works of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford Aqua Works an opportunity to inspect the Materials within a reasonable time following delivery if the Customer believes the Materials are defective in any way. If the Customer shall fail to comply with these provisions the Materials shall be presumed to be free from any defect or damage. For defective Materials, which Aqua Works has agreed in writing that the Customer is entitled to reject, Aqua Works liability is limited to either (at Aqua Works discretion) replacing the Materials or repairing the Materials.
- 14.2 Materials will not be accepted for return other than in accordance with 14.1 above.
15. **Returns**
- 15.1 Returns will only be accepted provided that:
- (a) the Customer has complied with the provisions of clause 14.1; and
 - (b) Aqua Works has agreed in writing to accept the return of the Materials; and
 - (c) the Materials are returned at the Customer's cost within seven (7) days of the delivery date; and
 - (d) Aqua Works will not be liable for Materials which have not been stored or used in a proper manner; and
 - (e) the Materials are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.
- 15.2 Aqua Works will not accept the return of non-defective Materials for credit.
- 15.3 Non-stocklist items or Materials made to the Customer's specifications are under no circumstances acceptable for credit or return.
16. **Warranties**
- 16.1 Subject to the conditions of warranty set out in clause 16.2 Aqua Works warrants that if any defect in any workmanship of Aqua Works becomes apparent and is reported to Aqua Works within twelve (12) months of the date of delivery (time being of the essence) then Aqua Works will either (at Aqua Works sole discretion) replace or remedy the workmanship.
- 16.2 The conditions applicable to the warranty given by clause 16.1 are:
- (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - (i) failure on the part of the Customer to properly maintain any Materials; or
 - (ii) failure on the part of the Customer to follow any instructions or guidelines provided by Aqua Works; or
 - (iii) failure on the part of the Customer to service the Materials every twelve (12) month; or
 - (iv) any use of any Materials otherwise than for any application specified on a quote or order form; or
 - (v) the continued use of any Materials after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 - (vi) fair wear and tear, any accident or act of God.
 - (b) the warranty shall cease and Aqua Works shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without Aqua Works consent.
 - (c) in respect of all claims Aqua Works shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer's claim.
- 16.3 For Materials not manufactured by Aqua Works, the warranty shall be the current warranty provided by the manufacturer of the Materials. Aqua Works shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Materials.
- 16.4 The conditions applicable to the warranty given on Materials supplied by Aqua Works are contained on the "Warranty Card" that will be supplied with the Materials.
17. **Consumer Guarantees Act 1993**
- 17.1 If the Customer is acquiring Materials for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Materials by Aqua Works to the Customer.
18. **Intellectual Property**
- 18.1 Where Aqua Works has designed, drawn, written plans or a schedule of Works, or created any products for the Customer, then the copyright in all such designs, drawings, documents, plans, schedules and products shall remain vested in Aqua Works, and shall only be used by the Customer at Aqua Works discretion. Under no circumstances may such designs, drawings and documents be used without the express written approval of Aqua Works.
- 18.2 The Customer warrants that all designs, specifications or instructions given to Aqua Works will not cause Aqua Works to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify Aqua Works against any action taken by a third party against Aqua Works in respect of any such infringement.
- 18.3 The Customer agrees that Aqua Works may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings, plans or products which Aqua Works has created for the Customer.
19. **Default and Consequences of Default**
- 19.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Aqua Works sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 19.2 If the Customer owes Aqua Works any money the Customer shall indemnify Aqua Works from and against all costs and disbursements incurred by Aqua Works in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Aqua Works collection agency costs, and bank dishonour fees). Further to any other rights or remedies Aqua Works may have under this Contract, if a Customer has made payment to Aqua Works, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Aqua Works under this clause 19, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this Contract.
- 19.4 Without prejudice to Aqua Works other remedies at law Aqua Works shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Aqua Works shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to Aqua Works becomes overdue, or in Aqua Works opinion the Customer will be unable to make a payment when it falls due;
 - (b) the Customer has exceeded any applicable credit limit provided by Aqua Works;
 - (c) the Customer becomes insolvent or bankrupt, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
20. **Cancellation**
- 20.1 Without prejudice to any other rights or remedies Aqua Works may have, if at any time the Customer is in breach of any obligation (including those relating to payment and/or failure to remedy any breach in respect of this Contract within ten (10) working days of receipt by the Customer of such notice(s)) then Aqua Works may suspend the Works immediately. Aqua Works will not be liable to the Customer for any loss or damage the Customer suffers because Aqua Works has exercised its rights under this clause.
- 20.2 Aqua Works may cancel any contract to which these terms and conditions apply or cancel delivery of Works at any time before the Works are commenced by giving written notice to the Customer. On giving such notice Aqua Works shall repay to the Customer any sums paid in respect of the Price, less any amounts owing by the Customer to Aqua Works for Works already performed. Aqua Works shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 20.3 In the event that the Customer cancels the delivery of Works the Customer shall be liable for any and all loss incurred (whether direct or indirect) by Aqua Works as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 20.4 Cancellation of orders for products made to the Customer's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.
21. **Privacy Policy**
- 21.1 All emails, documents, images or other recorded information held or used by Aqua Works is Personal Information as defined and referred to in clause 21.3 and therefore considered confidential. Aqua Works acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1993 ("the Act") including Part II of the OECD Guidelines and as set out in Schedule 5A of the Act and any statutory requirements where relevant in a European Economic Area "EEA" then the EU Data Privacy Laws (including the General Data Protection Regulation ("GDPR") (collectively, "EU Data Privacy Laws"). Aqua Works acknowledges that the event it becomes aware of any data breaches and/or disclosure of the Customers Personal Information, held by Aqua Works that may result in serious harm to the Customer, Aqua Works will notify the Customer in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Customer by written consent, unless subject to an operation of law.
- 21.2 Notwithstanding clause 21.1, privacy limitations will extend to Aqua Works in respect of Cookies where transactions for purchases/orders transpire directly from Aqua Works website. Aqua Works agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Customer's:
- (a) IP address, browser, email client type and other similar details;
 - (b) tracking website usage and traffic; and
 - (c) reports are available to Aqua Works when Aqua Works sends an email to the Customer, so Aqua Works may collect and review that information ("collectively Personal Information").
- In order to enable / disable the collection of Personal Information by way of Cookies, the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable, provided on the website prior to proceeding with a purchase/order via Aqua Works website.
- 21.3 The Customer authorises Aqua Works or Aqua Works agent to:
- (a) access, collect, retain and use any information about the Customer;
 - (i) (including, name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history or any overdue fines, balance information held by the Ministry of Justice) for the purpose of assessing the Customer's creditworthiness; or
 - (ii) for the purpose of marketing products and services to the Customer.
 - (b) disclose information about the Customer, whether collected by Aqua Works from the Customer directly or obtained by Aqua Works from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.
- 21.4 Where the Customer is an individual the authorities under clause 21.3 are authorities or consents for the purposes of the Privacy Act 1993.
- 21.5 The Customer shall have the right to request Aqua Works for a copy of the Personal Information about the Customer retained by Aqua Works and the right to request Aqua Works to correct any incorrect Personal Information about the Customer held by Aqua Works.
22. **Suspension of Works**
- 22.1 Where the Contract is subject to the Construction Contracts Act 2002, the Customer hereby expressly acknowledges that:
- (a) Aqua Works has the right to suspend work within five (5) working days of written notice of its intent to do so if a payment claim is served on the Customer; and
 - (i) the payment is not paid in full by the due date for payment in accordance with clause 5.5 and/or any subsequent amendments or new legislation and no payment schedule has been given by the Customer; or
 - (ii) a scheduled amount stated in a payment schedule issued by the Customer in relation to the payment claim is not paid in full by the due date for its payment; or
 - (iii) the Customer has not complied with an adjudicator's notice that the Customer must pay an amount to Aqua Works by a particular date; and
 - (iv) Aqua Works has given written notice to the Customer of its intention to suspend the carrying out of construction work under the construction Contract.
 - (b) if Aqua Works suspends work, it:
 - (i) is not in breach of Contract; and
 - (ii) is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Customer or by any person claiming through the Customer; and
 - (iii) is entitled to an extension of time to complete the Contract; and
 - (iv) keeps its rights under the Contract including the right to terminate the Contract; and may at any time lift the suspension, even if the amount has not been paid or an adjudicator's determination has not been complied with.
 - (c) if Aqua Works exercises the right to suspend work, the exercise of that right does not:
 - (i) affect any rights that would otherwise have been available to Aqua Works under the Contract and Commercial Law Act 2017; or
 - (ii) enable the Customer to exercise any rights that may otherwise have been available to the Customer under that Act as a direct consequence of Aqua Works suspending work under this provision;
 - (d) due to any act or omission by the Customer, the Customer effectively precludes Aqua Works from continuing the Works or performing or complying with Aqua Works obligations under this Contract, then without prejudice to Aqua Works other rights and remedies, Aqua Works may suspend the Works immediately after serving on the Customer a written notice specifying the payment default or the act, omission or default upon which the suspension of the Works is based. All costs and expenses incurred by Aqua Works as a result of such suspension and commencement shall be payable by the Customer as if they were a variation.
- 22.2 If pursuant to any right conferred by this Contract, Aqua Works suspends the Works and the default that led to that suspension continues unremedied subject to clause 20.1 for at least ten (10) working days, Aqua Works shall be entitled to terminate the Contract, in accordance with clause 20.
23. **Service of Notices**
- 23.1 Any written notice given under this Contract shall be deemed to have been given and received:
- (a) by handing the notice to the other party, in person;
 - (b) by leaving it at the address of the other party as stated in this Contract;
 - (c) by sending it by registered post to the address of the other party as stated in this Contract;
 - (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;
- 23.2 (e) if sent by email to the other party's last known email address.
- 23.3 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.
24. **Trusts**
- 24.1 If the Customer at any time upon or subsequent to entering into the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not Aqua Works may have notice of the Trust, the Customer covenants with Aqua Works as follows:
- (a) the Contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust and the trust fund;
 - (b) the Customer has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Customer against the Trust or the trust fund. The Customer will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
 - (c) the Customer will not without consent in writing of Aqua Works (Aqua Works will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
 - (i) the removal, replacement or retirement of the Customer as trustee of the Trust;
 - (ii) any alteration to or variation of the terms of the Trust;
 - (iii) any advancement or distribution of capital of the Trust; or
 - (iv) any resettlement of the trust property.
25. **General**
- 25.1 Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising hereunder, shall be submitted to, and settled by, either adjudication in accordance with the Construction Contracts Act 2002 and/or by arbitration in accordance with the Arbitration Act 1996 or its replacement(s).
- 25.2 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 25.3 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the Auckland Courts of New Zealand.
- 25.4 Aqua Works shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Aqua Works of these terms and conditions (alternatively Aqua Works liability shall be limited to damages which under no circumstances shall exceed the Price of the Works).
- 25.5 Aqua Works may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Customer's consent.
- 25.6 The Customer cannot licence or assign without the written approval of Aqua Works.
- 25.7 Aqua Works may elect to subcontract out any part of the Works but shall not be relieved from any liability or obligation under this Contract by doing so. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any of Aqua Works sub-contractors without the authority of Aqua Works.
- 25.8 The Customer agrees that Aqua Works may amend their general terms and conditions for subsequent future contracts with the Customer by disclosing such to the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for Aqua Works to provide Works to the Customer.
- 25.9 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 25.10 Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.

Schedule Seventeen

Maximum Wash Limited Quotation

MAXIMUM
BUILDING WASH &
EXTERIOR CLEANING **WASH**®

MAXIMUM
ABSEIL &
ROPE ACCESS **HEIGHTS**®



Prepared for: 64 Matakana

Date: 7/3/2025

Project: Building Wash + Roof Wash & Gutter Clear & Flush

Dear Body Corp Administration/Committee

Thank you for the opportunity to propose the services of Maximum Wash/Maximum Heights, please find the attached quote for your consideration. Exterior cleaning is important for surface protection & preventative maintenance but not everything needs to be done yearly.

- What is & isn't important to be done annually.
- What can we do bi-annually?
- How can we save costs in future whilst maintaining the property.

I would be delighted to welcome you in the near future as a valued Maximum Wash client and to introduce you to the team who will take care of your properties. **If you have any questions about the below quotation, please feel free to reach out** to my number below.

Yours Sincerely,

Bas van Wel

Director – 3 Pukemiro Street, Onehunga
027 206 8025 – 0800 125 135



Have a question?

Give us a call on **027 206 8025** We love
talking about our washing process!

Throughout the quote I will give you my best advice for maintaining and looking after your exterior surfaces short term and long term. Any questions, please reach out.

Insurance & Safety WHILE ON SITE

- We have \$10million Liability insurance
- All staff have their working at heights certification.
- We create full SSSP (Site specific Safety Plan) for each job. We will complete a JSA on site.
- We are a member of the ECIA (exterior cleaning industry association)
- Our Rope Access technicians are IRATA Levels 1-3.

We have Attached in the Email:

Our Insurance Liability Certificate
Our Vehicle Insurance Certificate
Our Site Specific Safety plan
Our Portfolio of work
Our Health and Safety Management System.

We do not use sub-contractors, ever. All staff are employed by myself.

Site Visit Notes:

I have viewed the property, please find my below comments. I have looked at all aspects and have flown my little drone around to get gutter/roof conditions.

Exterior Building:

Fun Fact! Spiders LOVE black buildings. They love the warmth, hence your building has more spiders than most. They look great when clean/new. We call them Spider Houses/Buildings

We will require our EWP on site to wash the Building, we will also need this on site for the roof. There are high dormers on each unit. Maximum Wash owns the EWP - so this makes things easy not having to use any hire equipment.

We will soft brush the top/side of garage doors- Not to get water in the top of sides of the door

There are multiple exterior flat ledges around the building, we will make sure these are tidy and clean when the building wash is happening

I would check the manufacturer warranties and see what they require on exterior cladding or roofing surfaces. A lot of manufacturers actually require a yearly wash to hold warranties

All exterior windows and frames will have a good wash while the building wash is happening. This includes glass, frames & sills

Rear tilt slab of Block E & Block D Excluded from the wash quote

Roof & Gutters:

A roof wash may be required yearly to hold manufacturer warranties. I understand there is a water tank on site and no chemical is to be used. We will have our EWP site to get access to the flat dormers, set up our ropes and harness' to wash the roof properly and well.

All gutters will be cleared & flushed at the same time.

Scope of work

From what I understand you are after: (HIGHLIGHTED YELLOW- we do provide all exterior washing services)

Soft wash exterior of building:

Building Wash BW treatment & soft wash clean all organic growth from building elevations Includes all exterior walls & window rinse, soffits, the face of gutters & downpipes.

- Full exterior building wash
- Soft Wash, Low pressure clean
- Exterior gutters, under eaves down walls
- Special attention to window ledges & window surrounds
- We will gain external access to rear courtyards
- We will Soft brush top/sides of garage doors
- As per comments written above

*Exterior Building Wash Excludes any roof surfaces, deck surfaces, internal of guttering.

Roof Soft Wash:

A roof wash is different from a roof treatment. A roof wash is an instant clean, same day result wash of the roof. Before/after photos to be supplied.

- A soft wash includes all aprons, capping and parapet walls on the roof.
- The price given includes completing a Maximum Wash roof permit, setting up and establishing anchor points to work on the roof safely.

Gutter Clear & Flush:

A full gutter clear and flush includes the insides of the gutters to be cleared. We clear the gutters by hand and bag/take away the debris. We will flush the gutters and make sure they are operating correctly. We will water test the downpipes. All before/after photos to be supplied

Pricing Schedule:

Description	Price	Qty	Subtotal
Building Wash Building Wash BW Chemical treatment & soft wash to Building elevations Includes all exterior walls & window rinse, soffits, the face of gutters & downpipe Excludes roof surfaces, deck surfaces, balustrades, internal of gutters			\$10,240
Roof Wash Roof soft wash is an instant clean to the surface of the roof- + Full gutter clear & flush. Includes removing debris, flushing with water. We will water test the downpipes. If anything is blocked, we have drain snakes on the trucks with us. Before & After photos will be supplied ***Quote is based on the fact the gutters are open and do not have gutter guards installed			\$17,920
EWP Truck Maximum Wash EWP bucket truck on site- 1 full week while the roof was is happening. Would be good to have on site for while the top dormers are washed			\$1,700
TOTAL EX GST			\$29,860

If we can be competitive or need to change our scope of work to fit in with a budget, let us know and see what we can do!

We look forward to working with you. We are confident that we can meet the challenges ahead and stand ready to exceed expectations with you in delivering an effective result.

If you have questions on this proposal, feel free to contact me at your convenience by email at info@maximumwash.co.nz or by phone at 027 206 8025.

Thank you for your consideration.

Bas

How we plan your wash (examples):

We pride ourselves on how the work is carried out. From our detailed quotes, quick responses and planning of the work to be carried out. Please find the below EXAMPLE of how we plan property washes for larger complexes or buildings.

Exterior Washing Notice

Tenants/Owners



We will be Washing the roof at 7 The Avenue Road on Thursday 11th July Friday 12th July 2024. We appreciate your cooperation. If you have any questions, please call Bas on 027 206 8025 or email our office: info@maximumclean.co.nz

Notice to Tenants/Owners;

- **CLEAR** all courtyards/covered areas of things that cannot get wet.... including Washing
- Please close all windows on day of service
- We will be accessing yards & courtyards; please be aware we will be there.
- **DOGS/Pets**- We love dogs etc. - however for your safety & ours, please have them inside while we are working on your home. Chat to our onsite team, we will work with you.

On the given day we will be:

- Washing the building
- Washing the lower canopy roof

Thursday 11th July 2024
Red Section Roof will be washed & cleaned + gutters cleared and flushed

Friday 12th July 2024
BLUE Section Roof will be washed & cleaned + gutters cleared and flushed



Exterior Washing Notice



Tenants/Owners

We will be washing the properties at 79 Margan Ave, New Lynn between 13th May – 17th May 2024. We appreciate your cooperation. If you have any questions, please call Bas on 027 206 8025 or email our office: info@maximumclean.co.nz

Notice to Tenants/Owners;

- **CLEAR** all courtyards/covered areas of things that cannot get wet.... including Washing
- **Plants are fine outside**
- Please close all windows on day of service
- We will be accessing yards & courtyards; please be aware we will be there.
- **DOGS/Pets**- We love dogs etc. - however for your safety & ours, please have them inside while we are working on your home. Chat to our onsite team, we will work with you.

On the given day we will be:

- Washing the Buildings
- Treat & Partially Washing the roofs

Monday 13th May

Roof Will be washed- Bird Poo Areas & Rest Treated

Tuesday 14th May

Finish roof (if required)

WASH Building BLUE Section

Wednesday 15th May

WASH Building GREEN Section

Thursday 16th May

WASH Building YELLOW Section

Friday 17th May

Wash Entry Gates, Concrete walkways, stairs, bin area & Communal items/touch up wash if required



We will park our Wash truck in area marked RED

**** Throughout these day's we will be washing the communal paths on the property – Finishing touches on Friday

Our Equipment:

Maximum Wash owns a EWP truck, which allows us to save on hire costs where possible



Our Wash Trucks:

Our trucks are designed and built by us, with high flow machines, all the right equipment for any exterior cleaning job. Any size building, we can wash, safely. We run a fleet of them.



About Us:



Hello, I'm Bas- Owner of Maximum Wash

I've been in business for 10 years. I am extremely knowledgeable with anything building wash/maintenance. I will give you my best advice/recommendation on what is best for you, your building and budget. My goal is to look after your building for 10 years. I have built a fantastic team with a great culture, this shows in our quality work. Best advice and great outcome while being extremely responsive!

If you haven't met me already, you'll see me about on sites making sure all goes to site or doing the pre start meeting on the huge jobs.

I look forward to working with you! I will be there every step of the way. My personal number is 027 206 8025

I also now own Maximum Wash in Hamilton, Tauranga, Wellington and Christchurch.



Maximum Cleaning Services was incorporated in 2015. Bas started a generalised cleaning company doing all sorts of interior and exterior cleaning. Bas started window cleaning in 2018 and then fell into water blasting just before covid lockdown in 2020. Since then, we've grown to a team of 9 expert washers. We've done everything from body corporates, commercial shops, huge warehouses, high rise buildings, play centers, petrol stations, residential housing, hot water washing, drive-thru and restaurants, carparking lots, underground car parks, racecourses, new construction washes, bird proofing.

You name it, we've done it. I'm really proud of our portfolio.



Maximum Heights came after Maximum Wash. Both companies run by Bas and have the same staff/team handling the jobs. We're able to do the really tricky jobs, no matter the height! You name it we can clean it. Whether you have a 20 level tower or a 5 level tower, we have the right cleaning solution for you. Maximum Heights has a fully trained and compliant team with experience in all sectors Rope Access not just building Washing. This includes Caulking, Apinting, Sealing, Sign installation, Anchor point installation, Anchor certification, New construction high rise abseiling. Just ask!

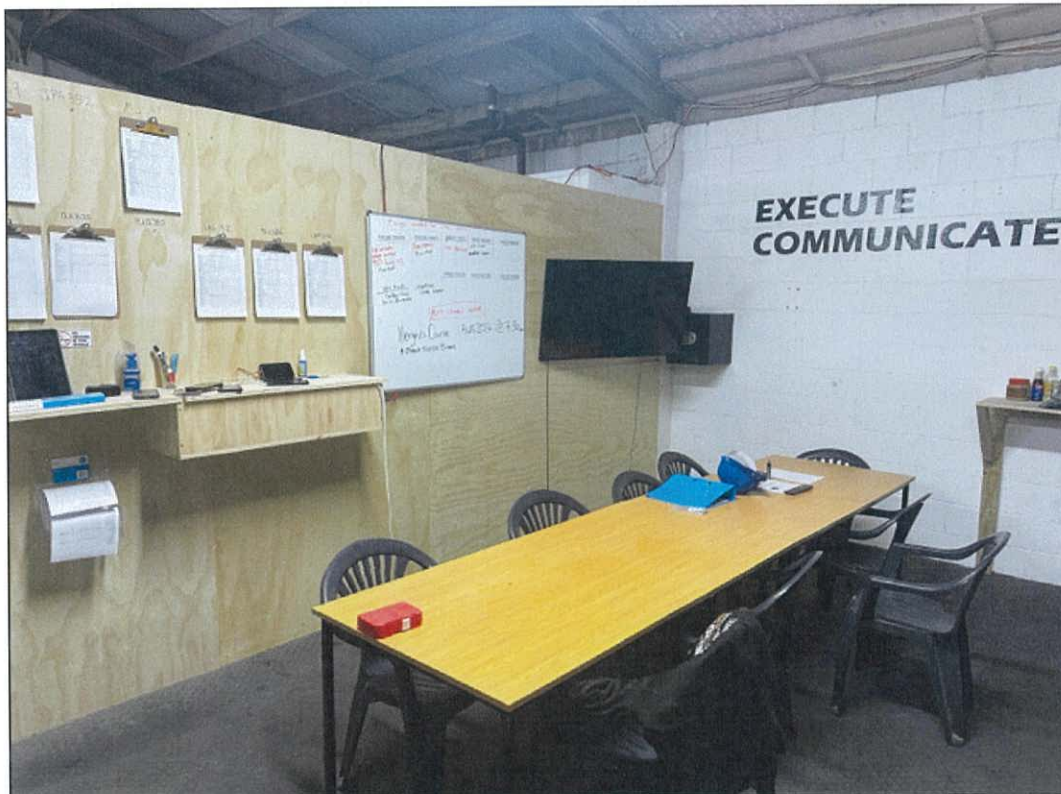
We do not use sub contractors, ever.

Our Warehouse, an organised approach.

Probably a bit crazy, but doing well on site and organising the smaller and larger wash jobs to run well, starts with an organised approach. Every Monday we do big toolbox talks, about what went right, what we can improve on. This allows us to discuss as a team before starting.

Everyone meets at our warehouse overnight and all the trucks are stored here. This way I talk to every team member in the morning, run through the job lists for the day's, we make sure we have everything before leaving.

We have everything on the trucks for every job, you name it, we've dealt with it.



How we wash- Normal Buildings

Exterior Soft Wash for walls & anything.

I suggest a full soft chemical spray & wash off. The best solution here is spraying a very light 1:50 ratio on the exterior & soft washed off. This is not harmful to both your plants around the building or any surfaces & paint. Will bring the building up to a very nice condition.

- Soft Wash is High Flow - Low pressure. between 600-1500 psi @ 34lpm

We have the ability to wash most buildings from the ground. We do own a EWP truck if required. Our trucks are very well set up, I have specially imported a lot of my equipment from the USA- Nozzles, Guns, Chemical Proportioners, Pumps etc. Love to chat about the process/equipment we have & discuss how we will approach your property. We use a mix of chemicals to achieve the best result with the least amount of pressure.

We have true soft wash systems



How we wash (Abseil / Rope Access):

Exterior Building wash is performed using either a low pressure wash or a pure water fed pole wash. Every building is different. We filter all our water through Deionized water tanks, which pushes fresh mineral free water out of the hose. This ensure a pretty good finish even when we are just washing the building. A building wash typically includes a full exterior façade, we will note above with what is included and excluded based on individual building requirements.



Roofs:

Roof Wash

A roof wash means we will mix a light ratio of chemical and water to lift any lichen & mold growing on the roof. Once we spray on this solution. We let it sit for 20 minutes then soft wash/rinse the entire roof, giving you a clean roof while we are there. We mix 3 different chemicals together to make the right roof mix for your Roof.

Roof Treatment

This option we can get up on the roof and spray the moss, lichen, mold & organic growth. This solution is sprayed on and left to sit. Over a 6–12-month period this will work off all the organic growth as the weather happens. We use a much stronger mix than your wet & forget products- 10x stronger. We mix 3 different chemicals together to make the right roof mix for your building

3rd Option is a special type of treatment. I will only suggest or talk about this if it needs to be done.

What is best for your roof?

Roof cleaning is not as easy as saying let's treat the roof and this will clean it. In many cases a roof treatment is not the right solution and other cases a roof wash isn't the right solution. Roof cleaning depends on several factors.

- What condition is the roof in
- What is growing on the roof
- What is the roof made of
- Where is the property located (near ocean)
- How old is the roof
- How old is the paint/surface
- What is the end goal with a roof clean?

I will look at these and make some suggestions for long-term cleanliness & maintenance of the roof

Safety:

All staff have their working at heights certificates and also EWP certifications. We will do our utmost best to safe. We will install temporary anchor points where required if the building does now have anchor points. We will use things around the property to be safe while working at any height.

We have an outside Health & safety company supply us with the relevant legislation & documents to stay compliant in an ever changing environment.

Please find a copy of our Site-Specific Safety Plan. This plan and best approach is discussed each morning before start with each crew. We also have an in APP version each day.

MAXIMUM CLEANING SERVICES LIMITED



SITE SPECIFIC SAFETY PLAN (SSSP)

Contract Name:	(INSERT)
Contract Address:	(INSERT)
Client Name:	(INSERT)
Document Date:	June-2024

Water Usage:

We will require an outdoor tap while on site in a good location to where the work is being undertaken. We have electronic flow meters on the taps so we can measure how much water is taken from each tap. It is BC responsibility for water used during the wash. (usually around \$10-\$30) depending on the size of wash



Photos:





Schedule Eighteen

Aqua Works - Drinking Water Safety Plan

THE WORKSHOPSTM

MATAKANA

Drinking Water Safety Plan FOR Body Corporate 607256

This document was prepared by: Steve Reynolds & Tina Westphal, Aqua Works

This document was prepared on: 0.03.2025

This document is due for revision: 05.03.2026 ✓

This document was approved by Water Supply Owners: Body Corporate 607256

Review Date	Reviewed By	Areas Reviewed	Changes Made	Date for Next Review

Executive Summary

This Drinking Water Management Plan meticulously details the operational protocols, advanced treatment systems, and comprehensive management strategies employed by The Body Corporate at The Workshops Matakana. Located at 64 Matakana Valley Road, Matakana, the system is designed to comply with and exceed the stringent standards of Taumata Arowai. The Drinking Water Safety Plan emphasises sustainable water sourcing from roof catchments, enhanced by modern UV and cartridge filtration systems, ensuring a consistent, safe, and reliable drinking water supply for the community.

This approach integrates advanced monitoring technologies and rigorous maintenance schedules to safeguard water quality and availability. It reflects a commitment to environmental stewardship and community health, ensuring that the practices bolster the vitality of Matakana's local economy and artisan community. The plan outlines the emergency response strategies and community engagement efforts, reinforcing a proactive stance on maintaining water integrity and trust within the community.

Regulatory Compliance

This Drinking Water Management Plan for The Workshops Matakana is crafted in strict accordance with the Water Services Act 2021, specifically adhering to the standards and protocols outlined by Taumata Arowai. The comprehensive adherence to Acceptable Solutions as set out by Taumata Arowai ensures that The Workshops Matakana meets all regulatory requirements, including the duty to supply aesthetically acceptable drinking water (section 24), protect against the risk of backflow (section 27), and maintain a current drinking water safety plan (section 30). Suppliers complying with this Acceptable Solution are deemed to fully meet these statutory obligations, ensuring the highest level of water safety and public health protection.

Water Supply Management & Protection Strategy

Our water supply system's design and operational protocols at The Workshops Matakana are structured to comply with the Acceptable Solutions for Roof Water Supplies as mandated by Taumata Arowai. This compliance underscores our commitment to providing a sustainable and safe drinking water supply while proactively engaging with community stakeholders. Our strategy is deeply embedded in the principles and requirements of Te Mana o te Wai under the Water Services Act, emphasizing the cultural, environmental, and health significance of our water resources. Through this dedicated approach, we ensure that The Workshops Matakana meets and exceeds Taumata Arowai's rigorous requirements, fostering trust and safety within the community.

Compliance with Taumata Arowai's Roof Water Acceptable Solutions

Compliance Requirements	y/n
1.1.2.c) 2 or 3 buildings with a maximum of 100 people	y
2.1.a) All roof water collection systems and end point treatment systems are designed, configured, and installed in accordance with this Acceptable Solution.	y
2.1.b) Outdoor taps non treated - labelled non-potable	n/a
2.2.a) Materials in contact with water, such as the roof, spouting, gutters and tanks, must be suitable for potable water and not leach chemicals that may exceed MAV's (maximum acceptable values) in the water	y
2.2.b) Lids on storage tanks are secured to prevent contamination	y
2.2.c) Inlets, overflows and small gaps in tanks must be screened to be secure from contamination by vermin, birds, faecal material or other material.	y
Recommendations for roof water supplies	
2.3.a) No vegetation overhanging roofs	y
2.3.b) Leaf screens with a maximum screen of 1.5mm installed prior to the untreated water storage	n 10m m
2.3.c) First flush diverter installed suitable for the roof area	n
2.3.d) Roof supply can be isolated from the water storage for cleaning & maintenance	n
2.3.e) Calmed bottom inlet and floating outtake on the main inlet to the tank	y
2.3.f) Water quantity is sufficient to support the drinking water needs of consumers	y
Compliance with End-Point Treatment System Requirements	
2.3.a) Each component to meet peak instantaneous demand and installed to manufacturers requirements	y
2.3.b) All pipework and fixtures to comply with the Building Act 2004	y
2.3.c) The system must be designed to prevent backflow - especially between units	y
2.3.d) iv. UV disinfection unit must be certified - NSF 55 Class A	y

2.3.f) End-point treatment must have	y
i. 2-stage cartridge filtration with 20 micron and 5 micron or less	
ii. UV dose of 40mj/cm ² or greater	y
iii. UV dose monitored and alarm on-site if there's a problem	y
iv. Flow control to specification by manufacturer	y
v. UV lamp status indicator	y
vii. Air release valves installed	n
viii. Manual isolation valves fitted upstream and downstream for maintenance	y
ix. Be sized to ensure flow rates comply with G12.3.7	y
Alternative Water Sources	
2.5.a) Water carrier is registered with Taumata Arowai for supplementing roof supply	y

Name of the owner: Body Corporate 607256

Name of the operator: Aqua Works

Supply name: The Workshops Matakana

Supply location: 64 Matakana Valley Road, Matakana 0985

Unique supply identifier: MAT303

Supply type: Roof Drinking Water

Population: 100 people

<100 = 99 people?

Drinking Water Quality Assurance Rules Category: Self-supplied buildings

Emergency Contact Information

Emergency contact name: Steve Reynolds, Aqua Works

Emergency contact phone number: 0212 787 427

We can add the estate manager
once appointed officially

1. Water Supply Management & Protection Strategy

Upholding Te Mana o te Wai at The Workshops Matakana

At The Workshops Matakana, managing our water resources extends beyond compliance and functionality; it is deeply rooted in the respect for Te Mana o te Wai—the vitality and sanctity of water. This principle guides our efforts to manage our water supply sustainably, ensuring it serves the needs of our thriving business community at The Workshops Matakana and preserves the health of the environment and the broader community of Matakana.

Comprehensive water stewardship

Responsibility and effort: In partnership with Aqua Works, the Body Corporate is committed to proactively managing the water supply. This commitment is manifested through rigorous maintenance routines, thorough monitoring of water quality, and strict adherence to environmental regulations. Our efforts aim to maintain a safe, reliable, and sustainable supply of potable water, thereby supporting the daily operations of local businesses and contributing to the community's well-being.

Community and environment: Positioned in the heart of Matakana, a region celebrated for its vibrant local economy, artisan markets, and community-oriented lifestyle, the Body Corporate recognises its role in supporting and enhancing this local ecosystem. Our water management practices are designed to protect the community's natural resources, ensuring that businesses such as warehouses, workshops, trade showrooms, storage facilities, manufacturing, e-commerce distribution, and associated office spaces can thrive without compromising environmental integrity.

Compliance and protection: The water supply system at The Workshops Matakana is engineered to meet the highest safety and sustainability standards. From employing state-of-the-art treatment facilities such as UV and cartridge filtration systems to implementing robust backflow prevention and sediment control measures, every aspect of our operations is aligned with safeguarding Te Mana o te Wai. Regular audits, community engagement, and transparent reporting ensure our practices comply with Taumata Arowai's requirements and resonate with the community's values and expectations.

Ongoing commitment: Understanding that water is a key pillar of community health and environmental balance, the Body Corporate and Aqua Works are dedicated to continuous improvement in community water management. This involves adapting to emerging technologies, responding effectively to incidents, and fostering an environment where every stakeholder is aware of and involved in protecting our water resources.

2. Governance and Responsibilities

Governance and Accountability for Water Supply Management

Water Supply Owner: Body Corporate 607256 c/- Strata Title Administration Limited

Contact Name: Ben Dearlove

Phone: 093073721 (c/- Strata Title)

Role: Body Corporate Chair



Water Supply Service Operator: Aqua Works

Contact Name: Steve Reynolds

Phone: 0800 278 294

Role: Managing Director

This Plan is Prepared by Steve Reynolds and Tina Westphal

Name: Aqua Works, Warkworth

Phone: 027 478 7427

Role: Maintenance Service Provider

Responsibilities/ Contribution:

- **Maintenance and system checks:** Ensure that all water system components are functioning correctly through regular inspections and maintenance.
- **Risk assessment and management:** Identify potential risks associated with the water supply and develop strategies to mitigate these risks, which are integral to the water safety plan.
- **Regulatory compliance:** Adhere to and manage all compliance aspects with Taumata Arowai regulations, including necessary documentation and reporting.
- **Training and support:** Provide necessary training and support to the staff at the Matakana Workshops on handling the water system safely and efficiently.

Skills/ Knowledge/ Experience/ Qualifications:

- **Technical proficiency:** Deep understanding of mechanical and plumbing systems, particularly those involving water treatment and supply.
- **Certifications:** Certified and tradesman plumbers & drainlayers on the team, experienced in water management, plumbing, and environmental management.
- **Experience:** Extensive experience in residential and commercial water treatment, water filtration, and managing water supply systems.
- **Problem-solving skills:** Ability to quickly diagnose and fix issues that may arise with the water supply system, ensuring minimal disruption to service.

Aqua Works Skills, Training and Experience

The Aqua Works service team comprises six dedicated staff members, each bringing a diverse and complementary set of skills to ensure the highest water safety and compliance standards. The team's expertise spans technical backgrounds, certified plumbing & drainage experience, and specialised knowledge in water systems management for over 25 years.

Notably, following New Zealand law, specifically the **Plumbers, Gasfitters, and Drainlayers Act 2006**, all personnel involved in the installation of potable water systems, including UV filter systems and cartridge filter systems, are required to be supervised by a certified plumber and be certified or a tradesman plumber. This certification ensures that all work performed on the water supply system meets the strictest safety and quality standards.

Steve, the lead on water treatment projects, brings over 25 years of experience providing safe drinking water solutions for residential and commercial settings. His extensive experience is instrumental in guiding our operations and ensuring compliance with Taumata Arowai regulations and New Zealand building code standards.

Together, the team's certified plumbers and water experts are well-equipped to manage and maintain the water supply system effectively, ensuring it meets all regulatory requirements and safety standards. All team members have received specific on-site training, enhancing their ability to effectively manage our water supply system. Furthermore, they are committed to ongoing on-site training programs to keep our team up-to-date with the latest Taumata Arowai acceptable solutions, drinking water safety plan (DWSP), and management practices.

3. Components of the Drinking Water Supply

Water Sources:

Roof water: Rainwater from the roofs is collected by downpipes which reticulate the water to the underground storage tanks via inground pipework. From there the water is pumped to the water treatment plant room located above the common toilets CT2. This setup ensures that the primary water source is sustainable and efficiently managed.

Carted water: In situations where the roof supply is insufficient, especially during periods of low rainfall, additional water is sourced through carted water to maintain a consistent supply. This make-up water plays a critical role in ensuring the system can always meet demand. According to Taumata Arowai regulations, using treated water from a water carrier registered with Taumata Arowai can supplement the roof supply. When carted water is added to the system, it is treated as "untreated" roof water and undergoes the same treatment processes as rainwater.

The water supply operator is responsible for monitoring the water levels through installed digital water tank level gauges and ordering supplementary water when the tank levels drop below 1/4 full. This ensures continuity and adequacy of supply. Aqua Works will order the catered water from two TA-registered local water carriers:

- **Matakana Water:** Located at 11 Duck Creek Road, Warkworth; Telephone: 021 223 3604.
- **Drip Drop Water Cartage:** Based in Warkworth; Telephone: 0274 585 576.

These suppliers are selected based on their proximity, reliability, and adherence to quality standards, ensuring that all supplemental water meets the stringent safety and quality requirements set forth by regulatory authorities.

Filling Operations: The Zone 1 and Zone 3 tanks are fitted with a 100mm easy-fill pipe, facilitating the supplementary water filling directly into the underground tanks without the need to access the tank lids. This setup is illustrated on the attached Riley drawings. Notably, there will be a delay in filling Tank 2, which depends on transferring water from Tanks 1 and 3 via transfer pumps. Therefore, it's recommended that filling operations are staged—allowing Tanks 1 and 3 to transfer their contents into Tank 2 before additional filling resumes to ensure efficient management of water resources during top-up periods.

Storage and accessibility: The make-up water is stored in the water tank Zones No1, which is located at the entrance of The Workshops Matakana for easy accessibility by the water carrier. There is a contingency, and Zone 2 Tanks 3 can receive water from a water carrier. The overall water storage capacity at The Workshops Matakana is 76,000 litres. Installed digital water tank level gauges help monitor the water levels, and when the levels drop below 20%, the service operator/site manager is alerted to contact the water carrier.

Water Treatment:

- **Cartridge filtration:** All water, whether sourced from the roof or carted in, passes through pre-filters/ screen filters, and cartridge depth filters designed to remove particulates and impurities, ensuring clarity and reducing the risk of contamination.
- **UV water filtration:** Following cartridge filtration, the water undergoes ultraviolet (UV) treatment to eliminate microbiological contaminants, providing an additional layer of safety and ensuring the water is potable. In compliance with Taumata Arowai's endpoint treatment system requirements, our UV disinfection unit is validated and certified to meet NSF Class A standards. This certification ensures that our UV treatment system adheres to the highest safety and efficacy standards for water purification, effectively addressing any microbiological risks.

Distribution:

- **Storage tank:** The collected rainwater/ carted water is stored in underground tanks prior to undergoing the treatment process. After treatment, the water is immediately delivered to the points of use without interim storage. This direct delivery system

ensures that the treated water maintains its quality and is distributed efficiently to meet the demands of the facility.

- **Pumps and pipes:** Efficient pumps and a reticulated network of pipes ensure that water is effectively distributed to all points of use within the property, maintaining a reliable supply at all times. There are two main zones on site, Zone A & B, each with a complete water treatment system. Built-in redundancies in the system allow for maintenance and backup scenarios, ensuring that potable water is continuously available throughout the site. This design feature guarantees that the water supply remains uninterrupted even during upkeep or unexpected system interruptions, providing security and reliability for all users.

Population and Supply Volume

Number of consumers: 99 people base population.

Daily minimum and maximum volume: Min. 3m³ - Max. 7.6m³/day

Seasonal variations: No significant increase at different times of the year

Supplementing drinking water supply: Water levels in storage tanks are electronically monitored and can be topped up with local carted water, ensuring continuous supply. All stored water is treated identically before distribution.

4. Water Supply Configuration

Refer to Appendix F, drawing Civil-175-Rev 6- Water Supply System Schematic

5. Water Supply Infrastructure

Understanding the Source Water

Catchment area and infrastructure: Rainwater, as the primary source of potable water, is captured from the roof areas of the development. The total roof area contributing to the water collection is 3,192 square meters.

The rainwater runoff is channelled through downpipes fitted with a 500mm long 'Gutter Whisker' leaf guard device within the roof gutters. These guards prevent leaves and other gross pollutants from entering the water reuse system, thereby maintaining cleaner rainwater. Additionally, the downpipes are sealed at ground level to prevent the ingress of contaminants, ensuring that the water collected is as pure as possible before it reaches the storage tanks.

This water is conveyed via downpipes and below-ground pipework into untreated rainwater harvesting tanks. These tanks are designed with flow-calming inlets ('hockey stick' configurations) to minimize turbulence and sediment disturbance.

The water collection system is segmented into three sub-catchment/ tank zones (1, 2, and 3), with the volumes of the tanks divided proportionally based on the roof sub-catchment areas. This zoning ensures efficient collection and storage of rainwater across different development sections.

Ensuring Sufficient Drinking Water Supply

Demand and supply calculations: Detailed calculations were undertaken using published Watercare water demand statistics, conservative peak occupancy estimates, and mean rainfall data from NIWA monitoring stations to ensure a reliable drinking water supply. This approach allows us to accurately determine the necessary storage capacity needed to meet the development's water demand under varying conditions.

Supplementary water needs: Despite the generally sufficient rainfall, our analysis of daily rainfall data from 2000 to 2020 reveals that supplementary water sourced externally—such as tanker delivery—may be necessary during drier-than-average periods. It's estimated that these supplementary services would be required approximately 19% of the time, indicating the need for an adaptable and resilient water supply system.

Conservative usage estimates: It's important to note that these projections are based on conservative assumptions regarding water usage. In reality, actual consumption is expected to be lower due to generally lower-than-predicted average occupancy rates. This conservative planning helps ensure that our water supply remains sufficient even under less favourable conditions.

Storage capacity and regulatory compliance: In compliance with Taumata Arowai's Acceptable Solution for Roof Water Supplies (October 2022), which recommends storing at least 96 hours worth of average demand, our system is designed with a storage capacity 76m³. This volume is equivalent to nearly 10 days of water based on peak occupancy and demand assumptions, substantially exceeding the recommended provisions. This large capacity ensures that, even in the event of extended dry periods, there will be an adequate reserve of potable water available.

Treatment Process and Effectiveness

Treatment infrastructure and location: The water treatment plant, crucial for ensuring the potability of the water supply, is strategically located on the first level of the CT2 block, directly above the public restrooms. Accessibility is facilitated through a roof access hatch, allowing easy maintenance and service interventions.

Dual filtration trains: The core of the treatment facility consists of dual, parallel, three-stage cartridge filtration systems. Each 'train' includes:

- **90-Micron Filter:** A backwash filter that captures larger particulates, extending the lifespan of subsequent finer filters.
- **20 Micron UFC726C Filter:** Provides additional purification, targeting smaller particles.

- **1 Micron UFC726C Filter:** The final filtration stage removes even finer impurities before the water proceeds to UV treatment.

UV disinfection system: Following filtration, water passes through a UV water treatment system (UV-RI-NSFA-11K), which employs ultraviolet light to neutralise microbiological contaminants. The UV system is capable of treating up to 6.3L/s, ensuring the water meets NZ Drinking Water Standards 2022. The system is designed by Puretec and includes:

- **Actuated valve implementation:** An actuated valve is proposed at the entry point of the treatment system to ensure that only correctly treated water reaches consumers. This valve is integrated with the UV communication centre, which controls the valve's operation. The UV reactor must reach operating temperature before the valve opens, thus preventing any untreated water from entering the distribution system.
- **UV communication center:** It continuously monitors the UV dose administered to the water, provides alerts for lamp deterioration or failure, and triggers an alarm if the UV dosage falls below the safe threshold of 40mJ/cm². This monitoring ensures that the treatment remains effective at all times, safeguarding against microbial risks.
- **Isolation valves for maintenance:** Isolation valves will be installed before and after the water treatment system to facilitate routine maintenance and ensure system reliability. This setup allows for parts of the system to be isolated and serviced without disrupting the entire operation, providing a continuous supply of safe drinking water.

Storage and Distribution

No treated potable water storage is proposed/required.

In regards of the untreated water storage:

The collected rainwater and carted water are initially stored in underground tanks before undergoing the treatment process. These tanks, located beneath the car park areas, are designed as part of a sophisticated rainwater harvesting system. The overall storage capacity is strategically divided into three sub-catchment areas/ zones, each consisting of a group of interconnected concrete manholes. This division allows for efficient management and distribution of the stored water, ensuring a reliable supply for the facility.

Each tank zone is equipped with a 100mm diameter sludge pipe at the base of one of the tanks, designed to remove sludge buildup. This sludge pipe is controlled by a sluice valve, which is fitted with a fixed extension spindle ending at the underside of the tank lid, allowing for operation from above the tank using a detachable spindle rod kept onsite for this purpose. The outflow from the sludge pipe is directed to the nearby private stormwater network, ensuring efficient and safe disposal of the sludge removed during tank cleaning.

Each tank is equipped with a dual lid system to prevent contamination from carpark pollutants, maintaining the purity of the water. The total combined storage capacity is 76.2m³ and the tank arrangement is as follows:

Zone	Tank Arrangement	Storage Volume (m ³)
1	1 x 3m diameter, 1 x 2.3m diameter	19.6
2	3 x 3m diameter	37
3	1 x 3m diameter, 1 x 2.3m diameter	19.6

Additionally, each zone's tank is fitted with a wired water level monitoring system that enables wireless monitoring of the water levels via mobile devices. The monitoring device, installed within one tank in each zone, is connected to a top hat (transmitter device) which relays information to an antenna. This antenna then transmits the water level data to a cloud-based platform, accessible through mobile devices, ensuring real-time monitoring and proactive management of water resources.

Water from Zones 1 and 3 is pumped to Zone 2 water tanks (combined storage tank) using a Lowara Diwa-11 submersible pump system, controlled by an Inca SP2 dual pump controller with level float within the combined.

After treatment, the water is immediately delivered to the points of use without interim storage. This direct delivery system ensures that the treated water maintains quality and is distributed efficiently to meet the facility's demands. This also ensures that the potable water lines remain sterile and free from contamination.

Water Distribution System

Network design and compliance: The water distribution system at Northwick Park Trust features two distinct treatment trains, each providing water to separate sets of buildings through dedicated water pipe networks. This setup ensures that each treatment system supplies water in alignment with Taumata Arowai's Acceptable Solution guidelines for water distribution.

- **Block A and Block B** are supplied by one of the treatment systems and a dedicated water supply network.
- **Block C, D, and E** are supplied by the second treatment system, complying with the requirement that a single treatment system services no more than three buildings.

The treated water is delivered to the buildings through a 63mm OD PE ring main with a 25mm OD connection to each unit. Each unit is equipped with its own check valve and water meter to ensure precise water usage control and monitoring.

Maintenance link for operational flexibility: The two water supply networks are interconnected downstream of the treatment systems via a maintenance link with isolation valves. These valves are usually shut during general operation but can be opened to maintain the water supply to all buildings while one of the treatment units is undergoing

maintenance. This feature ensures continuity of service and enhances the system's reliability.

Pumping and pipeline infrastructure: The untreated water from zones 1 and 3 is transferred to the zone 2 (combined) storage tanks via a DN 63 PE pipe using a Lowara Diwa-11 submersible transfer pump supplied by Brown Brothers. The operation of these transfer pumps is controlled by an INCA SP2 Dual Pump Controller, which utilises two floats within the combined storage tank to manage water levels:

- The **'start' float** is positioned 50mm below the top of the maximum water level, initiating the pump when the water level falls below this point.
- The **'standby' float** is set 100mm below the start float, triggering the alternate pump if the first pump becomes inactive due to low water levels in zones 1 or 3.

This dual-float system ensures continuous water supply by alternating between the two pumps, which also allows for manual control during the maintenance or servicing of one tank or pump.

From the combined storage tanks in zone 2, water is pumped to the treatment system through a DN 75 MDPE pipework suction line by a 10SV09F040T Duplex Booster Pump, also supplied by Brown Brothers. This booster pump is housed in a dry chamber adjacent to zone 2 and is designed with redundancy in mind:

- The suction line includes a 61 NB offtake foot valve with a strainer to prevent de-priming during rest.
- The duplex setup allows one pump to continue operating while the other is offline, ensuring uninterrupted water delivery.

Pump control and accessibility: Pump control panels are conveniently wall-mounted within the CT2 courtyard area, allowing easy access for monitoring and maintenance.

Piping and pressure management: Water is delivered to the buildings via a pressurised network consisting of 63mm OD polyethylene (PE) pipes. Each building connection branches off from the main line through 25mm OD pipes, ensuring adequate water flow and pressure are maintained across the site.

Safety and monitoring measures: To prevent backflow and ensure precise water usage tracking, each unit within the buildings is equipped with its own high-risk RPZ backflow prevention device, valve and water meter. The check valves are crucial for maintaining the water supply's integrity and safety, preventing contamination from reverse flow. Meters are installed to monitor water usage, aiding in efficient water management and identifying any discrepancies in water consumption that might indicate leaks or other issues.

6. Potential Hazards & Risks

Risk Assessment and Management

The Matakana Workshops operate a sophisticated water supply system designed to cater to the needs of a diverse facility. This system integrates various components that each play a critical role in ensuring the provision of safe, potable water to all users. Understanding the interaction between these components and the potential hazards they face is essential for effective risk management and compliance with health and safety standards.

Water Supply System Component

Water source: Roof water, catered water

Water treatment: Cartridge filtration, UV water filtration

Distribution: Storage tank, pumps and pipes

The interaction between these system components and the identified hazards necessitates a robust approach to water safety. This includes regular inspections, maintenance, and treatment and distribution infrastructure upgrades to handle potential risks effectively. Ensuring the integrity of these components through strategic risk management practices is vital for maintaining the quality and safety of the water supply at The Workshops Matakana.

Potential Hazards Identified: Roof as Catchment Area

The roof serves as the primary catchment area in a rainwater harvesting system, presenting various risks for contamination that can adversely affect water quality. Pollutants such as moss, organic buildup, overhanging tree debris, insects, vermin, birds, faecal material, or other material can accumulate on the roof and be washed into the water system during rainfall.

Risk evaluation

This is considered a high risk due to the direct impact that roof contaminants can have on the overall safety and usability of the collected rainwater.

Control measures

- **Daily inspections of treatment room:** Monitor UV transmission rates and pressure readings across filters to detect any operational issues promptly.
- **Monthly purging of flash valves:** Inside the water tank, flash valves are purged monthly to clear out any sediments or contaminants that might have entered the tank, ensuring that the water remains clean before treatment. Regular cleaning of Hydra filters is included as part of the monthly maintenance to prevent clogging and maintain filtration efficiency.
- **Six-monthly service:** To ensure optimal functioning of the water treatment components, cartridge filters are replaced and UV quartz sleeves will be cleaned.

- **Annual UV system service and sterilisation:** Perform a comprehensive service of the UV system and sterilisation of the water lines annually to maintain its effectiveness in neutralising microbiologically unsafe contaminants.
- **Microbiological control via UV system:** The UV treatment system plays a crucial role in neutralising microbiologically unsafe contaminants. It ensures that any pathogens introduced via the roof are effectively inactivated before the water is distributed.
- **UV monitoring:** The UV system includes automatic monitoring features that continually assess its operational status and efficacy. This ensures that the system is always functioning optimally to provide effective treatment.
- **Regular roof and gutter cleaning:** To minimise the risk of contaminants entering the water system, regular cleaning of the roof and gutters is scheduled to remove debris, organic buildup, and other pollutants.
- **Three-monthly E-coli testing:** Conduct E-coli testing every three months in accordance with the Taumata Arowai Acceptable Solution to monitor and ensure water quality.

Monitoring strategies

- **Roof, gutter and downpipe inspections:** These inspections are conducted every three months. They are crucial for assessing the condition of the roof and gutters and scheduling cleaning as required.
- **Automated UV system checks:** The UV system's built-in monitoring tools automatically alert the facility managers to any operational issues or maintenance needs, allowing immediate corrective actions.

Potential Hazards Identified: Water Storage Tanks

The primary risk to the water supply system involves sediment, groundwater, and contaminants potentially entering the underground water tanks beneath the car park. These contaminants could enter through pipe inlets or compromised tank lids and subsequently enter the water supply network.

Another hazard identified within the water supply system is the potential contamination from insects and microbiological matter from the roof. As rainwater is collected and channelled into the storage tanks, it may carry various biological contaminants, including insects, bacteria, and fungi, that accumulate on the roof surface. These organisms can proliferate in the water storage environment, potentially leading to microbiological contamination that affects the safety and potability of the water.

Furthermore, there is a risk of cross-contamination between different water supply units. This could occur if backflow prevention measures are inadequate or fail, allowing contaminants from one unit to affect others. Such cross-contamination could lead to widespread water quality issues across the property, highlighting the need for robust maintenance and monitoring of the system's integrity.

Risk evaluation

There is a high risk of sediment and contaminants entering the untreated underground water tanks, which is classified as a high-risk issue.

Control measures

- **Dual manhole covers:** Each tank is equipped with dual covers. The top manhole cover features a rubber seal for a watertight seal, minimising the risk of external contaminants entering during maintenance. The lower manhole cover is designed with a cupped lid to ensure any water or contaminants run off, and the area around the lids is well-drained to prevent surface water accumulation.
- **Debris screens:** Screens with a mesh size of 10-15mm are installed within roof gutters at each downpipe location. These are designed to restrict most particles while avoiding frequent blockages and are securely fixed to prevent displacement during gutter maintenance.
- **Remote monitoring of water levels:** Water levels within the tanks are monitored electronically, eliminating the need to open manhole lids for manual checks.
- **External easy-fill pipes:** Implemented in Zones 1 and 3, these pipes facilitate tanker water top-ups without opening tank lids.
- **Sediment management:** A 100mm depth dead storage zone and a de-sludge pipe at the base of one tank in each zone allow for periodic removal of accumulated sediment.
- **Floating off-take:** This system in Zone 2 ensures that water drawn for treatment is taken from the cleanest layer near the surface.
- **Backflow prevention with RPZs:** Reduced Pressure Zone devices are installed on each unit to prevent contamination through backflow.
- **UV treatment for microbiological risks:** UV systems inactivate pathogens, ensuring safe water by addressing microbiological risks.
- **Coordination of roof and tank maintenance:** Coordinating between the roof washing contractor and the treatment plant contractor, Aqua Works, is critical to ensure that water tanks are cleaned and emptied every time the roof is washed.
- **Chemical-free roof washing:** When cleaning the roof, it is essential to ensure no chemicals are used. The use of chemicals could lead to direct contamination of the water supply, and thus, only water should be used for roof cleaning to prevent any risk of chemical contamination.

Potential Hazards Identified: Power Cuts

A significant risk associated with power cuts is the potential for untreated water entering the potable water supply. During power outages, water treatment processes, particularly UV disinfection systems, may cease functioning, posing a risk of distributing untreated water.

Risk evaluation

Classified as a medium risk, considering the critical nature of UV treatment in ensuring water safety and its potential interruption consequences.

Control measures

- **UV system control inline flow valves:** Inline flow valves controlled by the UV system are utilised to mitigate the risk of untreated water entering the distribution system during a power cut. These valves are designed to remain closed if the UV system is not operating at full dose, preventing water from passing through until the UV system is fully functional.
- **Automated monitoring:** The functionality of these flow valves and the UV system is continuously monitored through an automated control system. This setup ensures that any deviations or malfunctions during power cuts are immediately identified and addressed.
- **Manufacturer's system improvements:** Since the control system is designed and maintained by the manufacturer, ongoing improvements and updates can enhance reliability and responsiveness during power interruptions.

Potential Hazards Identified: Cross-Contamination

Cross-contamination within the water supply system poses a high risk, potentially compromising the quality and safety of the water. Such contamination can occur when backflow introduces pollutants from one part of the system to another, affecting the entire supply.

Risk evaluation

Classified as high risk due to the significant potential impact on health and system integrity should cross contamination occur.

Control measures

- **RPZ backflow control valves:** Reduced Pressure Zone (RPZ) backflow control valves are installed throughout the system to mitigate the risk of cross-contamination. These devices are critical in preventing the reverse flow of water from contaminated sources back into the clean water supply.
- **Annual servicing:** Aqua Works tests and services the RPZ valves annually to ensure they function correctly and provide reliable protection against backflow. This regular maintenance schedule is crucial for the continued efficacy of the backflow prevention system. This meets the building code requirements in G12.

Monitoring and improvement

System setup and monitoring: The current setup, including the RPZ backflow control valves, is highly effective. Given the robust design and regular maintenance, no further improvements are necessary. The system's performance and the status of the RPZ valves are continuously monitored to ensure optimal operation.

Potential Hazards Identified: Catered Water

Catered water is an essential supplementary source for The Workshops Matakana, particularly during periods of insufficient rainfall. While this component ensures a consistent water supply, it introduces specific risks that must be carefully managed. The primary hazard associated with catered water is the potential introduction of contaminants during

transportation or integration into the existing water system; unlike rainwater, which is collected directly at the site, catered water often travels from external sources and may be exposed to various contaminants along the way, including microbial and chemical pollutants.

Risk evaluation

Catered water poses a moderate risk due to potential external contamination, but it is managed effectively through rigorous testing and controlled integration into the system.

Control measures

- **Quality assurance of water suppliers:** All water carriers are vetted to ensure compliance with local health and safety standards. Only suppliers who meet the NZ Drinking Water Standards 2022 and are registered with relevant regulatory authorities, like Taumata Arowai, are selected.
- **Monitoring of carted water quality:** Water carriers are meticulously selected due to local bore water quality concerns, such as high silica content and pH levels exceeding maximum allowable limits. High silica content can lead to scaling on the UV system's quartz sleeves, potentially triggering system alarms. Therefore, water carriers that provide the highest-quality water with the lowest silica levels will be prioritised to avoid such issues.
- **Integrated filtration and disinfection:** Upon entry into the water system, catered water undergoes the same stringent cartridge filtration and UV treatment protocols as the rainwater collected onsite. This ensures that any contaminants, whether microbial or chemical, are effectively neutralised before distribution.

Monitoring and Compliance

As the service provider, Aqua Works is responsible for regular inspections and maintenance. This includes checking the integrity of tank covers and ensuring the functionality of sediment management systems.

Improvements to Enhance System Control

To further enhance risk control and monitoring, a system for regular scheduled maintenance, inspections, and transparent reporting will be implemented. Online reporting capabilities will be introduced to provide real-time updates on the system's status and compliance. This will not only facilitate immediate responses to any arising issues but also improve record-keeping and transparency, allowing for more efficient management and oversight of the water supply system.

Timeframes for Improvements

A structured timeframe for addressing and escalating issues has been established to ensure the water supply system remains functional and compliant. Reporting any problems is initially directed to the building manager, who is responsible for escalating them appropriately.

- Urgent issues affecting water quality or supply must be addressed within 24 hours to minimise potential impact.

- Non-urgent but essential issues are scheduled for resolution within 7 days, ensuring they are handled promptly without escalating in severity.
- For issues that are important but not urgent, a resolution timeframe of 4 weeks is allocated, allowing adequate time for organised and effective management without immediate pressure.

Regular Inspections and Maintenance by Aqua Works

Building on the structured timeframes for addressing system issues, Aqua Works is tasked with regular inspections and maintenance to uphold system integrity further. These inspections of each treatment system and roof water collection system are conducted at intervals of no more than two months. This way, Aqua Works ensures continuous compliance with TA regulations and operational efficiency.

To document these activities, the service operator maintains detailed records of all maintenance and inspections, which are retained for at least five years. This practice demonstrates that all necessary activities have been completed and supports the structured timeframes established for issue resolution.

Moreover, Aqua Works adheres to any operational or maintenance requirements provided by the manufacturers of the equipment used in the drinking water supply, ensuring that every component functions as intended and complies with all regulatory standards.

7. Managing the Water Supply: Inspection and Maintenance Procedure

What?	When?	Company	Role	Key Person	Phone
Quartz Sleeves Replacement	Biennially	Aqua Works	Service Operator	Steve Reynolds	0800 278 296
Commercial UV Service for NSF-certified UV Systems & Plant Room	Annually	Aqua Works	Service Operator	Steve Reynolds	0800 278 296
Chemical, Metals and Minerals Water Testing	Annually	Aqua Works	Service Operator	Steve Reynolds	0800 278 296
Backflow IQP Testing	Annually	Aqua Works	Service Operator	Steve Reynolds	0800 278 296
Washing roof, cleaning gutters & rain heads	Annually	TBD	Service Contractor	TBD	
Water Tank Cleaning	Annually	Aqua Works	Service Operator	Steve Reynolds	0800 278 296
Quartz Sleeves Cleaning	6 monthly	Aqua Works	Service Operator	Steve Reynolds	0800 278 296
Water Filter Sediment Cartridge Replacement	6 monthly	Aqua Works	Service Operator	Steve Reynolds	0800 278 296
E-Coli Water Testing	3 monthly	Aqua Works	Service Operator	Steve Reynolds	0800 278 296
Visual service check of the whole system, pressure tests & recording, UV lamp inspection	Monthly	Aqua Works	Service Operator	Steve Reynolds	0800 278 296
Flushing Tank Valves, Cleaning Hydra Pre-Filters	Monthly	Aqua Works	Service Operator	Steve Reynolds	0800 278 296
Visual Service Check of Lowara Water Pumps	Monthly	Aqua Works	Service Operator	Steve Reynolds	0800 278 296
Visual Service Check of Sewage Water Pumps	Monthly	Aqua Works	Service Operator	Steve Reynolds	0800 278 296
Visually Checking Plant Room & Metrics	Daily	Aqua Works	Service Operator	Steve Reynolds	0800 278 296

Operational Procedures

E.Coli Contamination Procedure

This procedure addresses and manages incidents of E.Coli and Total coliform contamination detected in drinking water supplied by water tanks during quarterly laboratory tests. It ensures prompt actions are taken to safeguard public health and maintain compliance with regulatory standards.

Procedure steps

1. **Immediate notification:**
Contact Taumata Arowai by phone at 04 889 8350 and email the laboratory test results to the designated Taumata Arowai contact.
2. **Suspension of water delivery:**
Immediately cease delivering drinking water from all onsite water tanks to prevent potential health risks.
3. **Customer notification:**
Issue boil water notices to all customers who have received drinking water from the contaminated supply. Ensure that the notices clearly instruct customers to boil water before use until further notice.
4. **UV System inspection and maintenance:**
 - Conduct a comprehensive inspection of the UV disinfection system to ensure it is operating correctly.
 - Replace all filters in the system to ensure the highest quality of water treatment following contamination.
 - Verify the operational status and efficacy of the UV system to prevent future microbiological contamination.
5. **Sterilisation of the water system:**
 - Sterilise the plant room and all branches leading to the units to eliminate any residual contamination.
 - Ensure thorough disinfection and flushing of the system post-sterilisation to prepare for safe water delivery.
6. **Re-testing of water sample:**
Arrange for a re-test of the water sample for E.Coli and Total Coliforms with the Auckland District Council Laboratory to confirm the effectiveness of the cleaning procedure.
7. **Confirmation of water safety:**
Do not resume drinking water delivery until a new test confirms the absence of E.Coli and Total Coliforms, ensuring the water is safe for consumption.

Person responsible

The Estate Manager is responsible for executing the immediate notification and coordinating the response actions. The Maintenance Service Provider oversees the tanker cleaning and re-testing process.

Record keeping

- Document all notifications, actions, and communications with customers and regulatory bodies.
- Maintain records of the re-test results and any subsequent actions to resolve the contamination incident.

Chemical, Metals, and Minerals Water Contamination Procedure

This procedure addresses the response to detect unacceptable levels of chemicals, metals, or minerals in the water supply at The Workshops Matakana. It ensures prompt and effective actions to mitigate health risks and maintain compliance with water safety standards.

Procedure steps

1. Immediate notification:

- Immediately notify Taumata Arowai by phone at 04 889 8350 and email the laboratory test results to ensure official incident documentation.

2. Suspension of water supply:

- Cease all drinking water distribution from the affected system to prevent exposure to harmful contaminants.

3. Public notification:

- Communicate with all users of the affected water system, advising them of the issue and suggesting the use of alternative safe water sources until further notice.

4. Identification and elimination of contamination source:

- Conduct a thorough investigation to identify the potential sources of the contamination, such as the roof catchment, storage tanks, or internal piping.
- Take appropriate actions to eliminate the identified source(s) of contamination, which may include repairing leaks, replacing contaminated sections of the system, or enhancing existing barriers against contamination.

5. Water treatment adjustments:

- Adjust the water treatment processes specifically to target and remove the detected contaminants. This may involve changes in filtration media, chemical dosing, or other relevant treatment enhancements.

6. Re-testing of water sample:

- After remedial actions are complete, arrange for the water to be re-tested for chemicals, metals, and minerals to confirm that the levels have returned within safe limits.
- Continue re-testing as necessary to ensure ongoing compliance.

7. Resumption of water supply:

- Normal distribution of drinking water should only resume when subsequent test results consistently show that contaminant levels are within the safety standards.

Person responsible

The Estate Manager Handles initial notifications and ongoing communication with the public. The maintenance service provider manages the identification and elimination of the source, oversees treatment adjustments, and coordinates water testing.

Record keeping

- Document all actions taken from notification through to resolution, including details of investigations, remedial actions, and all test results.
- Maintain these records in an accessible format for regulatory review and future audits.

Water Source Contamination Procedure

This procedure addresses the protocol for responding to contamination events affecting the water source, specifically the roof, which serves as the primary catchment area for rainwater harvesting at Matakana Workshops. It ensures timely and effective measures are taken to prevent any health risks associated with contaminated drinking water.

Procedure steps

1. **Immediate suspension of water supply:**
 - Cease all drinking water delivery from the roof catchment to prevent further distribution of potentially contaminated water.
2. **Notification:**
 - Contact Taumata Arowai immediately at 04 889 8350 to report the contamination incident.
 - Provide initial details and expected actions to be taken.
3. **Preliminary cleaning of catchment area:**
 - Thoroughly clean the roof, gutters, and rain heads to remove potential contaminants before water enters the storage tanks.
 - Ensure all debris, organic material, and other pollutants are completely cleared to prevent further contamination.
4. **Tank decontamination:**
 - Refer to the Water Tank Cleaning Procedure for detailed steps to thoroughly clean and disinfect the affected water tanks.
 - This includes draining, scrubbing, and applying appropriate disinfectants to all internal surfaces of the tanks.
5. **Refill water tanks:**
 - After ensuring the tanks are free of contaminants and fully disinfected, refill them with fresh water sourced from a designated water carrier.
 - Confirm that the water meets all safety and quality standards before use.
6. **Re-testing of water sample:**
 - Arrange for a re-test of the water sample for E.Coli and Total Coliforms with the Auckland District Council Laboratory.
 - Confirm the effectiveness of the cleaning and disinfection process.
7. **Sterilisation of water distribution lines:**
 - Conduct a complete sterilisation of the plant room and all branches leading to the units to eliminate any residual contamination.
 - Use approved methods and chemicals to ensure comprehensive disinfection.
8. **System checks and filter replacement:**
 - Perform a full inspection of the UV system and replace all filters to ensure the entire water treatment system is functioning optimally post-contamination.
9. **Resume water delivery:**
 - Do not resume drinking water distribution until all tests confirm the absence of contaminants and the system is fully functional.

Person responsible

- The Estate Manager will handle immediate notifications and customer communications.
- The Maintenance Service Provider oversees the cleaning, refilling, and re-testing processes.
- Technical staff will conduct system checks and filter replacements.

Record keeping

- Maintain detailed records of the contamination event, actions, and re-testing results.
- Ensure all procedures and outcomes are documented in the maintenance log for regulatory compliance and future audits.

Complaint Procedure

This procedure ensures that all complaints received at The Workshops Matakana are addressed promptly and resolved effectively, maintaining high standards of safety and customer satisfaction.

Scope

This procedure covers all complaints related to the services and water quality provided by Matakana Workshops, including issues related to customer service, water delivery, and any health concerns that may arise from the water supply.

Procedure steps

1. Complaint reception:

- Document the complainant's name, contact details, and the specific nature of the complaint.
- Complete the dedicated complaint form with essential details such as the date of the complaint, a description of the issue, and any immediate actions taken.

2. Assessment and action:

- Assess the complaint to determine its validity and the urgency of required actions.
- If related to customer service, take appropriate measures to rectify the issue and prevent recurrence.
- For complaints concerning water quality:
 - Refer to relevant delivery documentation to verify compliance with advised procedures.
 - If the complaint involves potential health risks, advise the customer to seek medical care immediately and proceed with additional internal checks to ensure water quality has not been compromised.

3. Regulatory notification:

- In cases involving health risks, contact Taumata Arowai immediately at 04 889 8350 for further advice and to report the incident.

4. Resolution and follow-Up:

- Implement necessary corrective actions based on the nature of the complaint.
- After resolving the issue, contact the complainant to ensure they are satisfied with the resolution.

Person responsible

Estate Manager is responsible for receiving complaints, documenting them, and ensuring follow-up actions are completed. They will notify Aqua Works for technical assessment and resolution and maintain communication with the complainant throughout the process.

Record keeping

Maintain comprehensive records of all complaints, including the complainant's details, nature of the complaint, actions taken, and final outcomes. These records should be stored securely and be readily available for auditing and regulatory reviews.

Maintenance Schedule and Procedures

UV Treatment Systems Maintenance Procedure

Water supply management involves a systematic and thorough annual service of the commercial UV system, adhering to NSF-certified standards and manufacturer instructions. This process ensures that UV treatment remains effective and efficient throughout the year.

What will be inspected and maintained?

- **Pressure differential:** Pressure differentials are observed initially and recorded post-service to assess system integrity.
- **UV lamp replacement:** Ensures using original lamps for optimal UV light efficacy.
- **UV quartz sleeve cleaning:** Regular cleaning to maintain clear light penetration for effective disinfection.
- **UV System strip down, clean, and reassemble:** The entire Ultra Violet system is disassembled, thoroughly cleaned, and then carefully reassembled to ensure all components function correctly and efficiently.
- **Filter replacement:** Replacing the 1-micron and 20-micron filters to maintain water clarity and purity.
- **Cleaning of Hydra pre-filters:** Manual cleaning of screens to prevent clogging and maintain flow rate.
- **System sterilisation:** Post-maintenance sterilisation of the system and water lines ensures the entire system is disinfected.

Frequency of maintenance

- **Annual maintenance:** The UV system and associated components undergo a detailed yearly maintenance check.
- **Quartz sleeves replacement:** Conducted biennially unless an earlier replacement is warranted due to wear or damage.

Person responsible

A designated technician from Aqua Works or a similarly qualified service provider is responsible for performing the annual maintenance and any required interventions. Aqua Works will have four technicians trained explicitly for on-site maintenance and any other issues needing resolution.

Equipment and procedures needed

- **Standard maintenance:** Includes UV lamps, filters, cleaning solutions, and tools for system disassembly and reassembly.
- **Testing and recording equipment:** Devices to measure and record pressure differentials and system performance metrics.

Record keeping

- **Maintenance logs:** All activities undertaken during the maintenance checks are meticulously recorded in a dedicated maintenance log.
- **Storage of records:** These records are kept for at least five years, as they are crucial for demonstrating compliance with maintenance schedules and manufacturer instructions. They are stored both physically in the plant room and digitally on a secure server for redundancy and ease of access.

Quartz Sleeve Cleaning and Filter Replacement Procedure

Six-month service - clean quartz sleeves and replace filters: This essential service focuses on maintaining the efficacy of the UV disinfection process and overall system cleanliness.

What will be inspected and maintained?

- **Quartz sleeve cleaning:** Every six months, the quartz sleeves in the UV system are cleaned to ensure optimal UV light transmission.
- **Filter replacement:** Regular replacement of the filters based on inspection results and water quality assessments to maintain water purity and flow efficiency.

Frequency of maintenance

- **Six-month service:** Quartz sleeves cleaning and filter replacement are scheduled every six months.

Person responsible

A qualified service technician/ plumber from Aqua Works conducts these maintenance tasks, ensuring adherence to all standards and protocols.

Equipment and procedures needed

- **Maintenance tools and materials:** Include tools for opening and cleaning system components, replacement filters, and cleaning agents for quartz sleeves.
- **Diagnostic equipment:** Used to measure pressure differentials and assess filter condition.

Record keeping

- **Service logs:** Detailed records of each service are maintained, noting all inspections, replacements, and any issues found or addressed.
- **Document storage:** Maintenance records are kept for a minimum of five years, stored securely to ensure they are available for review by regulatory bodies or during system audits.

Water Supply System Maintenance Procedures

Monthly service check - flushing tank valves, cleaning pre-filters: Regular monthly service checks are integral to the preventive maintenance strategy, ensuring the water supply system operates efficiently and maintains high water quality standards.

What will be inspected and maintained?

- **Visual service check:** A thorough inspection of the entire system to identify any potential issues early.
- **Pressure differential checks:** Conducting initial service pressure tests and recording the results to monitor system integrity and detect any operational anomalies.
- **UV lamp inspection:** Regular checks to ensure the UV lamps are functioning correctly and effectively, vital for maintaining the microbiological safety of the water.
- **Physical cleaning of Hydra Pre Filters:** Removing and manually cleaning the pre-filter screens as needed to prevent clogging and maintain optimal water flow.
- **Flushing of main rainwater tanks:** Utilising dump valves to flush the tanks and remove debris and sediment, which helps preserve the tank's storage capacity and water quality.

Frequency of maintenance

- **Monthly maintenance:** This routine is performed every month to uphold a high standard of water quality and system reliability.

Person responsible

A certified service technician from Aqua Works will carry out these important monthly maintenance activities.

Equipment and procedures needed

- **Maintenance:** Includes tools for system access, manual cleaning equipment for pre-filters, and devices to measure pressure differentials.
- **Standard operating procedures:** Detailed guidelines are followed to ensure each component is serviced correctly and efficiently.

Record keeping

- **Maintenance records:** Detailed logs of each monthly service check are maintained, noting all inspections, cleaning, and any adjustments made.
- **Storage of records:** These records are kept for regulatory compliance and operational reference for a minimum of five years, available for audits and system assessments.

Exclusions

Filter replacements: Not included in the monthly service but are addressed during the six-month service if needed, based on assessments from pressure differentials and water quality evaluations.

Water Pump Service Procedure

This procedure ensures the reliable operation and maintenance of the two Lowara water pumps in the plant room and the wastewater pumps at The Workshops Matakana. Regular monthly service checks are performed to prevent mechanical failures and ensure the pumps meet operational standards, contributing to the continuous water supply throughout the facility.

What will be inspected and maintained?

- **Visual inspection:** Check for leaks, wear, corrosion, or damage on the pump and associated components.
- **Operational check:** Assess smooth operation, listening for abnormal noises or vibrations.
- **Electrical systems check:** Examine electrical connections, motor starters, and overload relays for proper function.
- **Pressure and flow rates:** Confirm that the pumps deliver the correct pressure and flow rates.
- **Pump seals and bearings:** Inspect and replace or lubricate seals and bearings as necessary.
- **Impeller condition:** Check for blockages or damage, cleaning as needed.
- **Suction and discharge lines:** Inspect for blockages or sediment buildup and clean if required.

Frequency of maintenance

All inspections and maintenance tasks listed are to be completed on a monthly basis to ensure continuous and efficient pump operation.

Person responsible

Aqua Works certified plumber: A qualified and trained service technician/ plumber from Aqua Works performs these comprehensive monthly maintenance checks.

Record keeping

- **Maintenance logs:** Detailed records of each inspection and maintenance activity, including date, findings, actions taken, and parts replaced, are meticulously maintained.
- **Audit and compliance:** Ensure all maintenance records are accessible for review during audits and comply with regulatory requirements.

Routine Daily Monitoring and Inspection Procedure

Daily service check - visual inspection of plant room and monitoring metrics: Consistent daily checks are crucial for immediate identification of issues and ensuring the continuous optimal function of the water treatment system.

Scope

- **Remote monitoring:** Technicians log into the plant room's monitoring systems daily. This allows for a comprehensive check without requiring physical presence, enhancing efficiency and response times.
- **Visual inspections and metric assessments:**
 - **Leaks:** Check the plant room daily for any signs of leakage, which could indicate issues with pipes or tanks.
 - **Pressure differentials on gauges:** Monitor the pressure differentials using the system's gauges to ensure they are within expected ranges, which helps identify issues like clogs or leaks in the filters or system.
 - **Alarms on UV units and water pumps:** Check for any active alarms that might indicate malfunctions or operational issues that need immediate attention.

Frequency of maintenance

These checks are conducted every day to maintain high operational standards and prevent any small issues from developing into larger problems.

Person responsible

Aqua Work's office manager is responsible for performing these daily checks first thing each morning. This role requires a high level of diligence and attention to detail to ensure that all aspects of the plant room are functioning correctly.

Equipment and procedures needed

- **Remote access software and tools:** Utilised for logging into the plant room's control systems to monitor the various components and metrics effectively.
- **Checklist and reporting tools:** Used to ensure all aspects of the daily checks are completed and recorded systematically.

Record keeping

- **Daily logs:** Each check is recorded in detail, including the status of all inspections and any anomalies noted. This log is crucial for tracking the system's ongoing performance and any trends or recurring issues.
- **Documentation storage:** Records of daily checks are maintained in a digital format for ease of access and review, ensuring they are readily available for any necessary audits or reviews.

Water Tank Cleaning Procedure

Annual or as-required water tank cleaning: To maintain the quality of the potable water supply, water tanks undergo comprehensive cleaning based on an established schedule or as determined by specific needs.

What will be inspected and maintained?

- **Drain & inspection:** The initial step involves draining the tank and conducting a thorough inspection for sediment buildup, algae growth, and any structural damage.
- **Sediment removal:** Specialised equipment is used to remove sludge, dirt, and debris from the bottom of the tank.
- **Scrubbing & cleaning:** The tank walls and base are meticulously scrubbed and cleaned to eliminate any biofilm or residue.
- **Detailed inspection:** A comprehensive check for leaks, evidence of tank deterioration or wear, and a complete report on the tank's condition.
- **Final rinse & refill:** The tank is thoroughly rinsed to remove any remaining debris, followed by refilling with clean water as needed.

Frequency of maintenance

Water tanks are scheduled for cleaning every 12 months or as needed, based on the levels of debris accumulation and filter performance. If treatment filters block up prematurely, it will trigger additional tank cleaning intervals.

Additionally, tank cleaning is synchronised with roof and gutter maintenance; tanks in a zone must be cleaned within 24 hours after the associated roof and gutters are cleaned to maintain optimal water quality.

Person responsible

Professional water tank cleaning service: The cleaning process requires strict adherence to health and safety protocols, particularly for confined space entry. Three trained technicians from Aqua Works are required on site to ensure the process is conducted safely and efficiently. Aqua Works employ a professional water tank cleaning service to handle this task, ensuring the safety and quality of your potable water supply through their expert procedures.

Equipment and procedures needed

- **Equipment:** Includes pumps for draining tanks, tools for scrubbing and cleaning, and apparatus for safe confined space entry.
- **Procedures:** Follow a strict protocol that starts with draining the tank, followed by physical cleaning, disinfection, and ends with refilling the tank. All steps are performed under strict safety measures to protect technicians and ensure the integrity of the water supply.

Record keeping

- **Maintenance records:** All procedures, findings, and actions taken during the tank cleaning are meticulously documented.
- **Record storage:** These records are maintained in both digital and physical formats within the site's operational logs, stored securely for at least five years to comply with regulatory requirements and for future reference.

Backflow Prevention Testing Procedures

Annual IQP Backflow Testing for Building Warrant of Fitness.

To ensure compliance with regulatory standards and to maintain the integrity of the water supply system, annual inspections and maintenance of backflow prevention devices are conducted.

What will be inspected and maintained?

All onsite backflow prevention devices are tested to verify their operational integrity and to ensure they are functioning properly to prevent any reverse flow of water.

Frequency of maintenance

The testing is carried out annually as part of the requirements for the Building Warrant of Fitness.

Person responsible

An Independent Qualified Person (IQP) who is certified to test backflow devices is responsible for conducting the tests, ensuring the devices meet all regulatory requirements and standards.

Equipment and procedures needed

- **Testing equipment:** Specialized tools and equipment are used to test the functionality of backflow prevention devices.
- **Procedures:** The procedure includes the physical testing of each device, tagging compliant devices, providing proof of testing compliance, and submitting the results to both the Auckland Council and the customer.

Record keeping

- **Documentation and record keeping:** Results from the backflow tests, along with compliance certifications, are meticulously recorded.
- **Storage of records:** These records are stored digitally within the organization's compliance management system and are also submitted to the Auckland Council. Copies of the test results and compliance certificates are provided to the customer, ensuring transparency and accessibility of the records.

Additional notes

- **Exclusions:** The service does not include repairs to any faulty or failed devices identified during testing. Any necessary repairs are charged separately to the customer.
- **Multiple device testing:** A discount is offered for testing multiple backflow devices at the same location, promoting efficiency and cost-effectiveness for facilities with numerous devices requiring certification.

Water Quality and Testing Procedures: E.Coli Monitoring

Sampling locations

Sampling is conducted in the plant room, post-treatment, and at designated sampling taps within the distribution system to ensure comprehensive water quality monitoring across different stages of the water supply.

E-Coli testing

This specific test is focused on detecting the presence of E. coli, a critical indicator of microbiological contamination that can affect the health and safety of the water supply.

Frequency of testing

E-Coli water testing is carried out quarterly, in alignment with the requirements set forth by Taumata Arowai and the Acceptable Solution for Roof Water Supplies.

Person responsible

Steve Reynolds oversees the sampling process, ensuring that all procedures are followed correctly and that samples are properly handled and delivered to the laboratory.

Sampling laboratory

Hill Lab is an IANZ-accredited laboratory that conducts E-Coli analysis. The lab is recognized for its high standards and compliance with testing requirements, ensuring reliable and accurate results.

Record keeping

All water test results, along with details of the sampling procedure, are meticulously recorded. Documentation includes analysis reports, administrative forms, and a log of sample delivery to the courier. This information is stored both digitally and in physical files to ensure compliance with Section 50 of the Water Services Act 2021.

Additional Details

- **Sampling Protocols:** Samples are collected following strict guidelines provided by Hill Lab to ensure validity. This includes transporting the samples to the lab within 24 hours of collection at a controlled temperature between 4 - 12 degrees Celsius.
- **Costs and Logistics:** The cost associated with E-Coli testing covers sample collection, chilling, paperwork processing, and delivery to the courier, ensuring timely and efficient handling.
- **Regulatory Compliance:** In cases where the three buildings exceed 100 people for less than 60 days within 12 months, additional testing may be required per the rules under the Acceptable Solution of the Water Services Act 2021.

Water Quality and Testing Procedures: Comprehensive Chemical, Metals, and Minerals Monitoring

Scope of testing

A full spectrum chemical test is conducted annually, which includes testing for Cadmium, Copper, Lead, Zinc, and additional minerals and metals like Silica, to ensure comprehensive coverage of potential contaminants.

Frequency and regulatory compliance

- **Frequency of Testing:** This extensive testing is performed once every 12 months, aligning with the Acceptable Solution guidelines mandated by Taumata Arowai.
- **Regulatory Requirements:** Conducting these tests is essential for compliance with Section 50 of the Water Services Act 2021, ensuring the site meets the stringent requirements for roof water supplies.

Person responsible

Steve Reynolds oversees the testing process, ensuring that all samples are collected accurately and that the documentation and delivery processes are handled efficiently.

Sampling laboratory

Hill Lab is an IANZ accredited laboratory tasked with analyzing the water samples. Hill Lab is renowned for adhering to the New Zealand Drinking Water Standards, ensuring that the testing is thorough and the results are reliable.

Record keeping

All findings from the chemical, metals, and minerals tests are thoroughly documented. This includes detailed reports from Hill Lab and records of the test procedures, results, and compliance checks. These documents are stored digitally for easy access and in hardcopy as part of the site's official records to maintain a clear audit trail.

Incident and Emergency Response Plan

The Incident and Emergency Response Plan at The Workshops Matakana is designed to manage and mitigate incidents or emergencies that impact water safety and supply, ensuring compliance with the guidelines set by Taumata Arowai. This plan details the steps to address potential and reasonably anticipated water-related incidents, including E. coli detection, total coliform detection, power failures, interruptions to supply, consumer complaints or illness, or any sample exceeding a Maximum Acceptable Value (MAV) as outlined in the Water Services (Drinking Water Standards for New Zealand) Regulations 2022. It also encompasses responses to pump failures, significant leaks, and UV system failures that significantly affect water safety.

Key components of the plan

1. **Immediate actions:** To protect the health of water consumers, immediate actions include stopping water distribution if necessary, sanitising and sterilising plant room equipment, and making necessary repairs or adjustments to prevent further risks.
2. **Communication with consumers:** Water consumers will be informed immediately about any incidents with clear instructions on the precautions to take, including boil water notices or do not drink notices, using the fastest means available to ensure all affected individuals are informed promptly.
3. **Investigation and addressing the source:** Each incident will be investigated thoroughly to identify and address its source. This will range from mechanical failures, such as pump failures or UV system malfunctions, to contamination sources.
4. **Notification to Taumata Arowai:** Taumata Arowai will be notified immediately when drinking water is or may be unsafe, including preliminary details of the incident and the initial response undertaken.
5. **Preventive measures:** After addressing the immediate issue, the plan includes reviewing the incident to identify measures to prevent its recurrence, such as enhancements to infrastructure, procedural updates, or improved monitoring systems.
6. **Additional laboratory testing:** Additional laboratory testing will be conducted as needed to ensure the water meets safety standards before resuming normal operations. Tests may include microbiological contaminants like E. coli and chemical analyses as necessary.
7. **Alternative water sources:** If the regular supply is compromised, alternative water sources, such as water delivery from certified carriers like Matakana Water or Drip Drop Water Cartage, will be utilised.

Triggers for emergency response

An emergency response can be triggered by:

- **Known contamination:** Any confirmed presence of harmful contaminants in the water supply.
- **Failed water quality test:** Results showing levels of microbial or chemical contaminants exceeding safe limits.
- **Significant consumer complaints:** Reports from consumers suggesting a systemic issue that might impact health.

- **Operational failures:** These include pump failures, major leaks, and UV system failures that compromise water safety or distribution.

Each type of emergency is categorised based on its severity and scope of impact, with specific response protocols tailored to ensure rapid and effective resolution.

Staff Training Procedures

Ensure that all staff members responsible for operating, maintaining, and managing the water supply system at The Workshops Matakana are fully trained in system specifics, safety protocols, and regulatory compliance. This training will equip the team with the necessary skills and knowledge to maintain high water safety and system reliability standards.

Scope

- Aqua Works employees are directly involved in the maintenance and management of the water supply system.
- The estate manager and Body Corporate staff overseeing the water supply at The Matakana Workshops.

Training objectives

- **System knowledge:** Comprehensive understanding of the water supply infrastructure, including source, treatment, storage, and distribution components.
- **Operational proficiency:** Ability to operate, monitor, and troubleshoot the system effectively.
- **Safety and compliance:** In-depth knowledge of safety practices and regulatory standards, including Taumata Arowai requirements and the Water Services Act 2021.
- **Emergency response:** Preparedness to handle system emergencies and incidents effectively. water safety and system reliability standards.

Frequency of training

- **Initial training:** Conducted upon hiring to ensure all new staff are up to speed with the system operations and safety protocols.
- **Ongoing on-site training:** Quarterly regular on-site training sessions will update staff on any changes in operational procedures or regulatory requirements.
- **Annual refresher courses:** To ensure all staff members maintain a high level of competency, annual refresher courses covering all aspects of system operations and safety will be conducted.

Person responsible

- **Aqua Works training coordinator:** Oversees the training program, ensures compliance with training objectives, and updates course materials as necessary.
- **Estate Manager:** Coordinates with Aqua Works to schedule training sessions for The Body Corporate staff and monitors compliance with training requirements.

Record Keeping Procedures

Record keeping is vital to managing the water safety system at The Workshops Matakana. Two copies of each record are maintained to ensure robust documentation and easy access: one hard copy is kept in the plant room for immediate reference, and another digital copy is kept online to ensure redundancy and accessibility. This multifaceted approach facilitates effective management and operational oversight, supports compliance with regulatory requirements, and simplifies the audit processes.

Person responsible

Steve Reynolds oversees all water safety procedures at The Workshops Matakana. As the lead maintenance service provider, Steve ensures that operational and maintenance protocols—ranging from routine inspections to emergency responses—are meticulously followed.

Monitoring system performance and reliability process steps

- **Daily visual checks:** Performed to observe the general condition and operation of the system.
- **Continuous monitoring:** Cameras installed in the treatment plant room provide real-time surveillance of critical equipment like water pressure gauges and UV systems to ensure they function correctly.

Monitoring undertaken

- **UV performance monitoring:** Check whether the UV disinfection system works within specified parameters.
- **Pressure monitoring:** Observe water pressure levels to ensure they are consistent, indicating no leaks or drops in pressure that could signify system issues.

Frequency

Monitoring is conducted continuously with cameras, and visual checks are performed daily.

Person responsible

- **Routine Checks:** Conducted by the office manager or designated maintenance staff.
- **Review and oversight:** Regular reviews of monitoring data and system performance by Steve, Tina, and the Estate Manager.

Target Level - Action Level - Critical Level

- **Target Level:** UV and pressure systems operating within manufacturer-specified ranges.
- **Action Level:** UV system shutdown triggers immediate investigative actions.
- **Critical Level:** Simultaneous problems with both UV systems require urgent and comprehensive response measures to mitigate any risk to water quality.

Record keeping

All monitoring data and system checks are recorded in a spreadsheet maintained online for real-time updates and printed for physical backup.

Ensuring the Effectiveness of Monitoring Equipment: Calibration and Checks

A system of built-in sensors and regular equipment checks ensures the effectiveness of our UV monitoring equipment. These measures are crucial for maintaining water treatment efficacy and system reliability.

Monitoring Equipment Details

- **UV Sensors:** The UV system includes flow sensors (UV flow sensors) and temperature sensors (UV T sensors) that alert if the system goes out of calibration, indicating potential issues that could affect performance.
- **Calibration:** The UV sensors are designed to monitor system performance continuously. These sensors are not calibrated traditionally but are replaced immediately if they indicate any malfunction or drift from expected operational parameters.

How are calibration and checks executed?

- **Equipment Checks:** Regular checks of the UV system and its sensors are performed to ensure they function correctly and provide accurate readings.
- **Sensor Replacement:** If sensors indicate a problem or go out of operational parameters, they are replaced rather than recalibrated, ensuring the integrity and accuracy of the monitoring system.

How often?

The monitoring system is checked monthly as part of the routine maintenance schedule. Sensor checks are integrated into these monthly inspections to ensure continuous operation without interruption.

Person responsible

Steve Reynolds is the designated person responsible for system maintenance; Steve oversees the monitoring equipment checks, ensuring all procedures are followed correctly, and any issues are addressed promptly.

Record keeping

- **Documentation:** All checks, replacements, and any incidents related to the monitoring equipment are thoroughly documented.
- **Record storage:** These records are maintained in hard and soft copies within the organisation's maintenance records system. Hard copies are kept in the maintenance log files, and soft copies are stored digitally to ensure they are accessible for audits and reviews.

8. Incident Response Strategy: Addressing Water System Emergencies

Incident Response Procedures: UV Transmission Failure

Incidents involving the water treatment system at The Workshops Matakana, especially those related to the UV disinfection system, are categorised based on urgency and potential impact on water safety.

An urgent problem is identified when the UV transmission percentage drops significantly low. This leads to the automatic shutdown of the cellulite valves, which halts the flow to the site. This action is a critical response mechanism designed to prevent potentially unsafe water from being distributed.

What constitutes an urgent problem?

- **Urgent problem:** If the UV system's transmission drops to a level where it automatically shuts off, indicating potential contamination or system failure.
- **Critical situation:** If both UV systems exhibit low transmission percentages and shut down concurrently, this situation escalates to critical, requiring immediate and comprehensive intervention.

Critical incident response protocols

Immediate notification and technician dispatch: The Estate Manager is responsible for immediately contacting Aqua Works upon detection of the problem, either through the daily morning checks or other monitoring processes. A call-out is created, and the next available technician is dispatched to the site within a 2-hour window.

Incident response procedures:

1. **Initial assessment:** The Aqua Works technician will first assess the cause of the low UV transmission percentage.
2. **Component checks and replacements:**
 - **Filter inspections:** All filters, including pre-filters and cartridge filters, are checked and replaced as necessary.
 - **UV system maintenance:** The quartz sleeves and UV sensors are cleaned or replaced as needed to ensure their correct functioning.
3. **Water source and tank inspection:**
 - **Major contamination search:** The water tanks and water source are thoroughly inspected to identify any signs of major contamination.
 - **Tank cleaning:** The water tanks are cleaned to restore water quality if contamination is found.

4. **Documentation and follow-up:** All actions, observations, and replacements or repairs are meticulously documented for record-keeping and future reference.

Role of Estate Manager

The Estate Manager coordinates the immediate response efforts, ensuring quick action is taken and that Aqua Works technicians are provided with all necessary information and access to address the incident effectively.

Incident Response Procedures: Power Cuts

Power cuts represent a significant operational challenge for The Workshops Matakana, particularly affecting the UV water treatment system, which requires electricity to operate. While the system is designed to restart automatically after a power restoration, specific procedures are in place to ensure everything functions correctly post-outage.

What constitutes an urgent problem?

A power cut might not damage the system itself, but it is urgent to ensure that all components, especially the UV treatment, are fully operational once the power is restored.

Critical incident response protocols

Immediate notification and technician dispatch: Upon experiencing a power cut, the onsite manager is responsible for monitoring the situation and notifying Aqua Works. Even though Aqua Works cannot resolve the power outage directly, they play a crucial role in post-incident checks.

Incident response procedures

1. **System restart checks:**
 - **Automatic system restart:** Initially, the UV system is expected to restart automatically once power is restored. The onsite manager will observe if the system resumes normal operation.
 - **Technician verification:** Regardless of the automatic restart, Aqua Works will dispatch a technician to the site to thoroughly check the UV system and other critical components. This ensures that the power cut or the restarting process did not cause any underlying issues.
2. **Component functionality verification:**
 - **Operational checks:** The technician will verify that all UV system components, including lamps, sensors, and flow valves, are operational and functioning optimally.
 - **Safety and performance inspections:** Additional checks to ensure there are no electrical or mechanical faults that the sudden loss and restoration of power could have triggered.
3. **Documentation and reporting:**

- **Incident log:** The onsite manager records all details of the power cut, observations, and any maintenance actions taken.
- **Technician report:** The visiting technician will also provide a detailed system check report, noting any potential issues or necessary adjustments post-power cut.

Role of Estate Manager

Communication and coordination: The Estate Manager acts as Aqua Works' primary communicator, reporting the power cut and coordinating the post-outage inspection. They also ensure that the technician has full access to the site and the necessary information to perform a comprehensive evaluation.

Incident Response Procedures: Pump Failure

This procedure outlines the steps to be taken in the event of a failure in one or both of the Lowara water pumps. It ensures a rapid and effective response to restore water supply and maintain operational continuity at The Workshops Matakana.

What constitutes an urgent problem?

- **Single pump failure:** While the failure of one pump does not immediately affect the water supply due to the redundancy built into the system, prompt attention is required to prevent a total system failure.
- **Dual pump failure:** The failure of both pumps constitutes a critical emergency as it results in a complete cessation of water supply to the site, significantly impacting operations and safety.

Critical incident response protocols

- **Immediate response:** If both pumps fail, the Estate Manager will notify Aqua Works and a service technician/ certified plumber will be dispatched to the site within 2 hours to assess and address the issue.
- **Resolution timeframe:** The goal is to resolve the issue and have at least one pump operational within 24 hours. If necessary, temporary loaner pumps will be installed to ensure continued water supply while repairs or replacements are underway.

Incident response procedures

- **Initial assessment:** The Aqua Works service technician/ plumber will conduct a thorough assessment to determine the cause of the failure.
- **Repair or replace:** Depending on the assessment, the service technician/ plumber will either repair the faulty pump(s) or replace them with new or loaner units to ensure minimal downtime.
- **System testing:** After repairs or replacements, the system will be tested to confirm full operational functionality and ensure that the site's water supply is restored.
- **Preventive measures:** Review the incident to identify any underlying issues that could prevent future failures. This may involve adjustments to maintenance schedules, pump component upgrades, or operational procedure changes.

Role of Estate Manager

- **Notification:** The Estate Manager is responsible for immediately informing Aqua Works upon detection of the pump failure.
- **Coordination:** Oversee the response efforts to ensure quick and effective resolution. Provide necessary support and access to Aqua Works technicians.
- **Communication:** Keep all units informed about the status of the incident and expected resolution timelines.

Incident Response Procedures: Water Leak

Water leaks at The Workshops Matakana can vary significantly in severity and source, ranging from minor issues such as leaking pipes or connections to more severe problems like cracks in water tanks. Each type of leak poses risks and requires specific strategies to be managed effectively.

What constitutes an urgent problem?

- **Minor leaks:** It may include leaks from pipe joints, fittings, or connections. Although they might seem less severe, they can still lead to significant water loss and potential damage over time.
- **Major leaks:** These are often more catastrophic and include cracks in water storage tanks or major pipeline breaches. Such leaks can lead to substantial water loss, structural damage, and immediate operational disruptions.

Critical incident response protocols

Immediate isolation and notification: Depending on the nature of the leak, the onsite manager will attempt to isolate the affected area. If isolation is not feasible or the leak is from a critical component like a water tank, Aqua Works is notified immediately to initiate an emergency response.

Incident response procedures

1. Initial response and assessment:

- Isolate the affected area: If possible, the leak is isolated to prevent further damage. This might involve shutting off valves or segmenting parts of the water supply system.
- Rapid notification and assessment: The onsite manager promptly informs Aqua Works, describing the leak's severity and suspected source.

2. Emergency intervention by Aqua Works:

- Technician dispatch: Aqua Works dispatches a technician urgently within a targeted 2-hour window, especially for significant leaks.
- Leak assessment and repair: The technician assesses the leak, whether it is a minor connection issue or a major tank failure and undertakes the necessary repairs. This may involve simple sealing of connections or complex replacements of tank sections or large pipes.

3. System check and restoration:

- Comprehensive system inspection: After addressing the immediate leak, a thorough inspection is conducted to identify any potential vulnerabilities in the system that could lead to future leaks.
- System reactivation: The water system is carefully reactivated, ensuring the repair holds and that there are no further issues before returning to normal operation.

4. Documentation and reporting:

- Detailed incident log: The onsite manager meticulously documented all aspects of the leak incident, from detection to resolution.
- Repair and maintenance report: Aqua Works provides a comprehensive report detailing the nature of the leak, repairs carried out, parts replaced, and recommendations for future leak prevention.

Role of Estate Manager

The Estate Manager is essential in quickly identifying the type and severity of the leak, initiating containment measures, and coordinating with Aqua Works for immediate and effective resolution.

9. When will you review your plan?

The Drinking Water Safety Plan for The Workshops Matakana is subject to an annual or earlier if necessitated by specific circumstances such as water safety incidents or significant events review to ensure ongoing compliance with evolving regulatory requirements and to incorporate any updates from Taumata Arowai or changes in the Water Services Act. This review process is essential for maintaining our commitment to regulatory compliance and adapting to any amendments in water safety standards.

Key areas of focus during these reviews include inspections of system components, maintenance records, and any instances where the water quality may have been compromised.

Additionally, changes in critical personnel, including key staff or volunteers, are evaluated to ensure continuity and efficiency in water management. Steve Reynolds, Tina Westphal, and the Estate Manager at the time are actively involved in this review process, bringing their expertise and operational insights to ensure the WSP remains effective and compliant with regulatory standards.

NOte: We should review in 6 months once the development is occupied and a new BC chair appointed.

Appendix Overview

No.	Document
Appendix A	Supplier Contact List
Appendix B	Maintenance and Inspection Records
B1	Daily Plant Room Checklist Sheet
B2	Monthly Water System Checklist Sheet
B3	Monthly Water Pumps Checklist Sheet
B4	6-Monthly UV System Maintenance Sheet
B5	Annual UV System Maintenance Sheet
B6	Annual Water Tank and Roof/Gutter/Rain Head Maintenance Sheet
Appendix C	Training and Incident Records
C1	Training Records
C2	Incident and Emergency Response Records
Appendix D	Water Quality Testing Records
D1	Record List - E.Coli Monitoring
D2	Record List - Comprehensive Chemical, Metals, and Minerals Monitoring
Appendix E	Customer Complaints Form
Appendix F	Water Supply Configuration and Infrastructure Details

Appendix A: Supplier Contact List

Company	Key Person	Phone	Role	What?
Brown Brothers Engineers Ltd.	Carel de Beer	027 403 0335	Area Sales Manager	Lowara Water Pumps Sewage Water Pumps
Puretec		0800 130 140	Supplier	Puretec UV Filtration System
Puretec		0800 130 140	Supplier	Filters/ Cartridges
Plumbuilt Plumbing		0800 968 775	Installer	Gutters
Plumbuilt Plumbing		0800 968 775	Installer	Rain Heads
Plumbuilt Plumbing		0800 968 775	Installer	Pipes/ Plumbing
Aqua Works	Steve Reynolds	0800 278 296	Supplier/ Service Operator	Digital Tank Gauge
Aqua Works	Steve Reynolds	0800 278 296	Supplier/ Service Operator	Pre- Filter Hydra

Completed by the Service Provider - Aqua Works 0800 278 288

DWSP The Matakana Workshops
Appendix B1t
Version No 1.0
25/03/03

Appendix B2: The Workshops Matakana - Monthly Water System Service Sheet

Completed by the Service Provider - Aqua Works 0800 278 288

Date	Monthly Service Checks						
	Visual Service System Check	Differentials Water Filters	UV lamp inspection	Cleaning Hydra Pre Filters	Flushing main rainwater tanks	Checked by	Signature
	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐		

Appendix B3: The Workshops Matakana Monthly Water Pumps Service Sheet

Completed by the Service Provider - Aqua Works 0800 278 288

Date	Monthly Service Checks									
	Visual Check Potable Water Pumps	Visual Check Septic Water Pumps	Operational Check	Electrical Systems Check	Pressure & Flow Rates	Pump Seals & Bearings	Impeller condition	Suction & discharge lines	Checked by	Signature
	☐	☐	☐	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐	☐	☐	☐		

Appendix B4: The Workshops Matakana 6-Monthly UV System Service Sheet

Completed by the Service Provider - Aqua Works 0800 278 288

6 Monthly Service Checks					
Date	Visual Check UV System	Quartz Sleeve Cleaning	Water Filter Sediment Cartridge Replacement	Checked by	Signature
	☐	☐	☐		
	☐	☐	☐		
	☐	☐	☐		
	☐	☐	☐		
	☐	☐	☐		
	☐	☐	☐		
	☐	☐	☐		
	☐	☐	☐		
	☐	☐	☐		
	☐	☐	☐		
	☐	☐	☐		
	☐	☐	☐		
	☐	☐	☐		

Appendix B5: The Workshops Matakana - Annual UV System Service Sheet

Completed by the Service Provider - Aqua Works 0800 278 288

Date	Annually Commercial UV Service for NSF-certified UV Systems Service Checks									
	Pressure Differential	Replace UV Lamp	Clean UV quartz sleeves	Biannually replace quartz sleeves	UV system strip down, clean, & reassemble	Replace Filter	Clean Hydra Pre-Filters	System sterilisation	Checked by	Signature
	☐	☐	☐	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐	☐	☐	☐		

Appendix B6: The Workshops Matakana - Annual Water Tank, Roof, Gutter & Rain Head Maintenance Sheet

Completed by the Service Provider - Aqua Works 0800 278 288

Date	Annually Water Tank/ Roof/ Gutter/ Rain head Service Checks									
	Roof / Rain Harvesting			Water Tank Cleaning						
	Washing Roof	Cleaning Gutters	Cleaning Rain Heads	Sediment Removal	Scrubbing & Cleaning	Inspection Water Tank	Final rinse & refill	Checked by	Signature	
	☐	☐	☐	☐	☐	☐	☐			
	☐	☐	☐	☐	☐	☐	☐			
	☐	☐	☐	☐	☐	☐	☐			
	☐	☐	☐	☐	☐	☐	☐			
	☐	☐	☐	☐	☐	☐	☐			
	☐	☐	☐	☐	☐	☐	☐			
	☐	☐	☐	☐	☐	☐	☐			
	☐	☐	☐	☐	☐	☐	☐			
	☐	☐	☐	☐	☐	☐	☐			
	☐	☐	☐	☐	☐	☐	☐			

Completed by the Service Provider - Aqua Works 0800 278 288

DWSP The Matakana Workshops
Appendix C1
Version No 1.0
25/03/03

Completed by the Service Provider - Aqua Works 0800 278 288

[illegible]

THE WORKSHOPS™

MATAKANA

Appendix D1: Record List - E.Coli Monitoring
Completed by the Service Provider -
Aqua Works 0800 278 288

[illegible]

THE WORKSHOPS™

MATAKANA

Appendix D2: Record List - Comprehensive Chemical, Metals, and Minerals Monitoring

Completed by the Service Provider -
Aqua Works 0800 278 288

[illegible]

THE WORKSHOPSTM

MATAKANA

Appendix E: Customer Complaints Form

Date of Complaint	
Name	
Address	
Contact Number	
Details of complaint	
Actions taken	
Outcome	

[illegible]

1. PACKAGED PUMP SETS AND CONTROLLERS.
PH 09 525 8282.
2. PACKAGED TREATMENT SYSTEMS SUPPLIED BY
PURETEC GROUP PH 0800 130 140.
3. ACTUATED VALVE SETS UPSTREAM OF FILTERS
MUST BE ABLE TO ALSO BE SHUT OFF
MANUALLY - DURING SYSTEM MAINTENANCE.

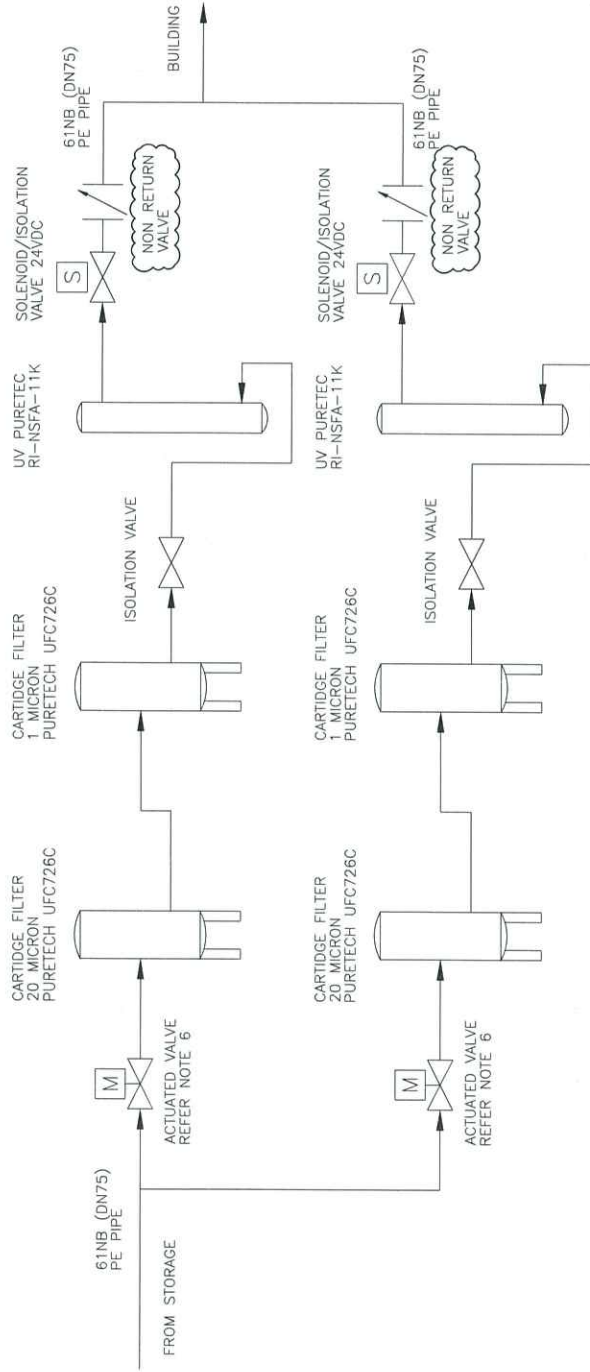
[illegible]

RILEY
www.riley.co.nz

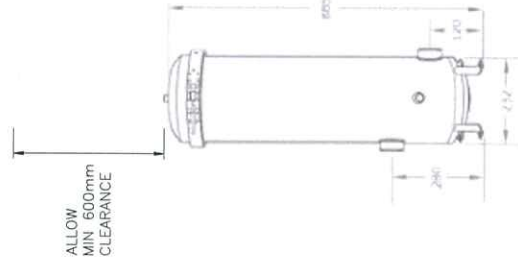
CUSTOMER	NORTHWICK PARK TRUST
ADDRESS	64 MATAKANA VALLEY ROAD, MATAKANA
PROJECT	MATAKANA WORKSHOPS - CIVIL WORKS
SHEET TITLE	WATER SUPPLY SYSTEM SCHEMATIC

	CADFILE 210408-175.dwg	
	SCALE (A3) N.T.S.	ORIG. SHEET SIZE A3
	DRAWING No. 210408-175	REV. 4

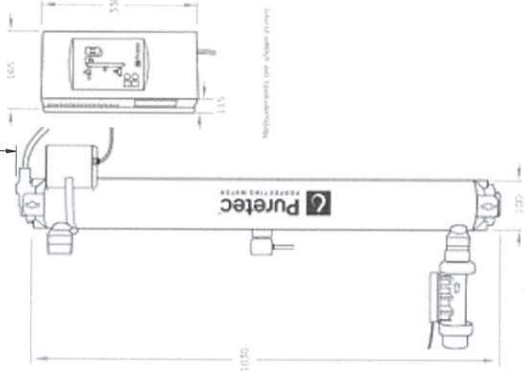
LENGTH ~3200mm



1070mm CLEARANCE FOR CHANGING OF UV LAMP



UFC726C DETAIL



RI-NSFA-11K DETAIL

NOTES:

1. THIS DIAGRAM INDICATES SUGGESTED LAYOUT ONLY REFER TO MANUFACTURERS SPECIFICATIONS FOR DETAILED INSTALLATION DIAGRAMS AND FURTHER DETAILS.
2. INSTALLATION TO BE COMPLETED BY A QUALIFIED TRADESPERSON.
3. MANUFACTURERS GUIDELINES TO BE READ BEFORE USE.
4. PACKAGED TREATMENT SYSTEMS SUPPLIED BY PURETEC GROUP PH 0800 130 410.
5. REFER HYDRAULIC ENGINEER FOR METER AND PRESSURE REDUCING VALVE REQUIREMENTS AND EQUIPMENT SETOUT WITHIN PLANT ROOM.
6. ACTUATED VALVE SETS UPSTREAM OF FILTERS MUST BE ABLE TO ALSO BE SHUT OFF MANUALLY - DURING SYSTEM MAINTENANCE.



DESIGN DES CHECK		APPROVED FOR ISSUE	
4. 02/02/24	REVISIONS CLOUDED	FY	LG
3. 17/11/23	CONSTRUCTION ISSUE	FY	DRAWN
2. 26/07/23	UPDATED FOR BUILDING CONSENT - STAGE 2	MD	FY
1. 04/07/23	ISSUED FOR BUILDING CONSENT - STAGE 2	FY	DATE DRAWN
REV	DATE	BY	DATE

CLIENT		PROJECT	
NORTHWICK PARK TRUST		MATAKANA VALLEY ROAD, MATAKANA	
ADDRESS		MATAKANA WORKSHOPS - CIVIL WORKS	
SHEET TITLE		WATER SUPPLY TREATMENT SYSTEM DETAILS	

FOR CONSTRUCTION

COPY/FILE		210408-178.dwg	
SCALE (A3)		N.T.S.	
FORM. SHEET SIZE		A3	
DRAWING No.		210408-178	
REV.		4	

Schedule Nineteen
Aqua Fire Limited Confirmation

From: Dan Norton <dan.norton@aquafire.nz>

Sent: Tuesday, 18 February 2025 1:53 pm

To: Vincent Costello <v.costello@gnconstruction.nz>

Cc: Bevan Balamurugan <b.bala@gnconstruction.nz>; Randy Tandy <r.tandy@gnconstruction.nz>; Kehan Stephens <k.stephens@gnconstruction.nz>; Baxter Skudder <b.skudder@gnconstruction.nz>

Subject: RE: TWM - Aqua Fires Maintenance & Testing

Hi Vinny

Apologies I missed your call,

Im not actually in today

This is our warranty period, so yes, this is allowed for

Thanks a lot

Dan Norton

Project Manager Fire Protection



399 Rosebank Road, Avondale, Auckland 1026

PO Box 71055, Rosebank, Auckland 1348

M 021 224 6210 | www.aquafire.nz

A member of the Horizon Energy Group

This communication is intended for use of the addressee(s) and may contain legally privileged and confidential information the addressee you are notified that any transmission, distribution or replication of this message is strictly prohibited. The le and confidentiality attached to this email and its contents is not waived, lost or destroyed by reason of mistaken delivery to have received this message in error, please permanently delete the email from your system.

From: Vincent Costello <v.costello@gnconstruction.nz>

Sent: Tuesday, 18 February 2025 1:05 pm

To: Dan Norton <dan.norton@aquafire.nz>

Cc: Bevan Balamurugan <b.bala@gnconstruction.nz>; Randy Tandy <r.tandy@gnconstruction.nz>; Kehan Stephens <k.stephens@gnconstruction.nz>; Baxter Skudder <b.skudder@gnconstruction.nz>

Subject: TWM - Aqua Fires Maintenance & Testing

CAUTION: This email originated from outside our organisation. Please take extra care before clicking on any links or opening any attachments.

Afternoon Dan,

Just confirming that Aqua Fire has allowed for maintenance & testing for 12 months after practical completion.

As it is stated in Aqua Fires scope of works, see below:

8. Defect's liability maintenance and testing for the first 12 months after practical completion

Programme

Regards,



Vincent Costello

Site Engineer

Phone: +64 9 972 9396

Mobile: +64 21 121 5584

Email: v.costello@gnconstruction.nz

www.gnconstruction.nz