

PAYMENTS FOR APPROVAL 29 JUNE 2007 TO 13 AUGUST 2007

The following payments are reported for the period 29 June 2007 to 13 August 2007.

a) Wages and Salaries (net of tax)		4,958,470
b) Payments to ARC		22,437
c) Watercare Services Limited		2,103,745
d) Inland Revenue Department		1,301,288
e) Loan Maturities and Interest		51,521,260
f) Contract payments over \$50,000:		
Alleasing New Zealand Limited	Equipment Lease	183,146
Andrew Stewart Ltd	Various Civil Works Contracts	88,672
Architectus Auckland	Architectural Services Contracts	108,495
Asbestos Treatments Ltd	West Wave Roofing Contract	89,859
Asset Construction Ltd	Various Roading Contracts	86,183
Baker and Taylor	Library Books	62,372
Boffa Miskell Ltd	Various Professional Services Contracts	62,494
Catch Limited	Building Consent Authority Accreditaion	102,185
Civic Contractors Ltd	City Cleaning & Road Sweeping Contract	121,977
Civil Construction Group Ltd	Various Ecowater Contracts	219,587
Coastline Excavators	Wastewater & Stormwater Contracts	116,163
Coastline Roadmarkers Limited	Road Marking Contract	88,362
Datacom Systems Ltd	Information Management Support	104,588
Deloitte	SAP Business Solution Contract	323,576
Dazzle Events	Trash to Fashion Promotions	50,530
Destin Consulting Limited	Professional Consulting Contract	122,683
Drake Personnel NZ Limited	Temporary Staff	94,439
Eagle Technology Group Ltd	Information Management Support	185,406
Electrix Ltd	Various Infrastructure Lighting Contracts	317,039
Field Drainage Specialists Ltd	Parks Civil Works Contract	463,734
Fuji Xerox New Zealand Ltd	Printer/Copying Contract	113,048
Fujitsu New Zealand Ltd	Information Management Support	259,457
Fulton Hogan North Harbour Ltd	Various Contracts	820,486
Geac Computers NZ Limited	Information Management Systems Contract	135,528
Genesis Energy	Power Contracts	520,841
Gibbons Contractors Ltd	Retaining Walls / Slip repairs	83,923
H & H Contractors	Various Contracts	181,756
HEB Smithbridge Ltd	Various Contracts	953,183
Horizontal Earth Drilling Ltd	Stormwater New Lynn Contracts	87,467
Icon Security Group Ltd	Security Contract	68,986
Infrastructure NZ Ltd	Various Twin Stream Project Contracts	213,689
Interclean Liquid Waste Disposal	Wastewater Management Systems Contract	186,077
JB Pipeline Services Ltd	Various New Lynn Stormwater Contracts	93,380
Lineset Design & Print Ltd	Various Printing Contracts	90,707
Madison Recruitment Ltd	Contract Services Staff	132,705
Marsa Consultancy Ltd	Telemetry Station Contracts	65,000
Maunsell Limited	Parks Asset Contract	52,335
Murray & Buckley	Watermain Renewal Contracts	112,334
MWH New Zealand Ltd	Various Contracts	135,628
N Z Mutual Liability Riskpool	Membership Renewal	478,463
N Z Police	Transport Act Infringements	70,885
Nasey Contractors Ltd	Various Infrastructure Contracts	263,073
NIWA	Stream Survey & Asset Assessment	78,206
North Western Toyota	Fleet Purchase	103,180
ONYX Group Ltd	Waste Collection Contract	300,210
Opus International Consultants	Various Project Management Contracts	59,781
Otis Elevator Company Ltd	Lopdell House Lift Upgrade	129,399
Parks & Maintenance Services Ltd	Parks Maintenance/Renewals Contracts	1,153,048
Quotable Value NZ Ltd	Valuation Services Contract	62,213
Robert Walters New Zealand Ltd	Contract Staff	72,165
Sheffield Ltd	Temporary Staff	69,959
Skyward Construction Ltd	Civil Defenca Headquarters Physical Works	227,506
Smith & Davies Ltd	Waste Removal Contract	100,299
Softsource Limited	Information Management Support/Equipment	100,115
Synergine Operations Ltd	Various Contracts	180,104
Techscape Limited	Various Contracts	2,631,855
Telecom New Zealand Ltd	Calls & Charges	131,428
Thomas Civil Consultants Ltd	Advice External Contracts EcoWater	247,524
Tower Software	Information Management Systems Contract	53,460
Traffic Systems Ltd	Various Contract Payments	1,094,474
Treescape Ltd	City Arboriculture Maintenance Contract	165,900
Underground Connections Ltd	Watermain Renewal Contracts	77,783
United Networks	Power Charges	134,934
URS New Zealand Ltd	Various Professional Services Contracts	158,212
Vuksich & Borich Ltd	Universal Drive Extensions	52,993
Waitakere Tag Out Trust	Graffiti Contract	59,635
Waste Management NZ Ltd	Waste Removal Contract	352,946
Zeal	Youth Facility Contract	56,250
Total contract payments over \$50,000		15,905,818

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g) Other payments over \$50,000:		
MOTAT	Annual Levy	2,937,838
Auckland City Council	Various Shared Projects	106,052
Corban Estate Art Centre	Various Projects Including Operating Grant	112,520
Lopdell House Gallery	Funding Grant Instalment	88,313
Ministry of Justice	Share of Infringement Notices	111,750
Waitakere Citizens Advice Bureau	Operational Funding	223,126
Kensington Swan	Legal Services	120,051
Simpson Grierson (Auckland)	Legal Services	76,872
Total other payments over \$50,000		3,776,521
h) Other payments under \$50,000		12,269,118
TOTAL PAYMENTS		91,858,657

Supplier	Amount	Description
A & P Contract Services	13,771	Cemetery Fencing Contract
A A Consulting	15,300	Change & Communication Management
A A Consulting	14,940	Change & Communication Management
Ace Space-Waikare Learning Shop	13,500	Rental Costs
ACS Services Ltd	17,440	Security Contract
Acumen Ltd	5,625	Professional Services
Advantage Door Services Limited	6,833	Repair Ventilation Swing Door
Aflex Technology (NZ) Limited	19,269	Inflatable Climb & Slide-Aquatic Centre
Air New Zealand Limited	45,816	Travel
Alert Taxis Limited	5,481	Taxi Services
Alexander Mcewan Consulting Ltd	5,456	Professional Services
All Shine Cleaners	8,794	Cleaning Contracts
All Shine Cleaners	8,794	Cleaning Contracts
Alleasing New Zealand Limited	6,569	Equipment Lease
Alleasing New Zealand Limited	21,354	Equipment Lease
Alleasing New Zealand Limited	119,201	Equipment Lease
Alleasing New Zealand Limited	14,770	Equipment Lease
Alleasing New Zealand Limited	21,252	Equipment Lease
Allied Industrial Services	16,071	Big Belly Bin - Transport
Allwest Plumbing Ltd	11,773	Plumbing Response Maintenance
Allwest Plumbing Ltd	22,447	Plumbing Response Maintenance
ANA Group Limited	10,721	Asset Valuation Review
Anderson & Associates Ltd	11,340	Subdivision Supervisor Contract
Andrew Stewart Ltd	36,398	Civil Works Contracts
Andrew Stewart Ltd	10,047	Project Twin Streams Contracts
Andrew Stewart Ltd	22,227	Civil Works Professional Contract
Ann Robinson	9,000	Cast Glass & Bronze
Aqualab (NZ) Ltd	14,367	Drinking Water Testing Contract
Architectus Auckland	102,870	Design Bus Interchange
Architectus Auckland	5,625	Civil Defence Headquarters Contract
Arrow Civil Engineers Ltd	14,556	Minor Safety Shape Correction Contract
Arthur D Riley & Co Ltd	13,950	Supply Water Meters
Asbestos Treatments Ltd	89,659	West Wave Roofing Contract
Asia-Pacific Risk Management Ltd	7,032	Treasury Fee
Askews Library Services Ltd	9,036	Library Books
Asset Construction Ltd	52,068	River Road Storm Water Contracts
Asset Construction Ltd	11,453	8-12 Glenbury PI Contracts
Asset Construction Ltd	24,662	River Road Stormwater Outfall Contract
Assoc.Environmental Services Ltd	5,888	New Lynn MC5 Waste Water Contract
Auckland City Council	62,802	Training / Share of Elgar
Auckland City Council	9,500	Share of ARTNL Costs
Auckland City Council	33,750	Contribution to World Netball Championships
Auckland Gas Co Ltd	6,125	Gas Purchase
Auckland Regional Council	5,625	Piha Strategic Weed Initiative
Auckland Regional Council	9,241	Various Consents /Education Programme
Auckland Uniservices Ltd	9,281	Public Private Models For Funding
Autolab Enterprises Ltd	10,023	Fleet Repairs And Services
Backflow Services Ltd	20,689	Survey Backflow Risks Contract
Backflow Services Ltd	20,689	Survey Backflow Risks Contract
Baker & Taylor	62,372	Library Books
Barloy Enterprises Limited	22,258	Wilsheer Village Windows Contract
Barnabas Professional Services	33,324	Engineering Services Contract
Barnabas Professional Services	15,287	Engineering Services Contract
Barry Victor Sutton	40,860	Works Bond Refund
Beaurepaires For Tyres	26,213	Loader Tyres
Beca Infrastructure Ltd	49,480	Speed Limit Review Contract
Bernard Stainslaue Sheary	5,012	Transport Asset Contracts
Bernard Stainslaue Sheary	5,012	Transport Asset Contracts
Beverley Mary Wright	7,063	Ecowater Maintenance Bond Refunds
Blacktop Construction Ltd	37,560	Grt Nth Rd/Edsel St/Mcleod Rd Contract
Blueprint 7 Ltd	17,184	Professional Engineering Services
Blueprint 7 Ltd	8,238	Professional Engineering Services
Blueprint 7 Ltd	12,906	Professional Engineering Services
Boffa Miskell Ltd	22,740	Professional Services
Boffa Miskell Ltd	39,754	Professional Services
Bookworks	6,302	Library Books
BP Fuelcard	36,936	Fleet Fuel
BP Oil New Zealand Ltd	16,875	Bio Diesel Tank
Brave Design Ltd	9,989	Signage
Bristow & Partners Limited	32,738	Valuation Services
Building Officials Institute of NZ	5,080	Membership
Building Research Association of NZ	17,098	Building Consent Levy
Camdek	7,573	Water Project Support Contract
Catch Limited	34,629	Building Consent Authority Accreditation
Catch Limited	34,629	Building Consent Authority Accreditation
Catch Limited	32,927	Building Consent Authority Accreditation
Catholic Diocese of Auckland	6,447	Services Connection Refund
Cato Bolam Consultants Ltd	37,426	Professional Services
Cato Bolam Consultants Ltd	9,113	Survey Work Swanson Road
Centrefor Research Evaluation	39,280	Beacon Neighbourhoods Contract
City Certifiers Ltd	19,398	Building Consent Services Contract
City Certifiers Ltd	16,839	Building Consultancy Agreement

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City Siteworks Ltd	17,521	Barron Green Carpark Contract
Civic Contractors Ltd	75,065	City Cleaning/Sweeping Contract
Civic Contractors Ltd	46,912	Loose Litter Collection Contract
Civil Construction Group Ltd	33,828	Storm Water Renewal Contracts
Civil Construction Group Ltd	81,927	Various Contract Payments
Civil Construction Group Ltd	5,892	Henderson Valley Waste Water Contract
Civil Construction Group Ltd	97,940	Pine & Nikau Wastewater Renewals
Civil Underground Ltd	16,953	Church St & Pook Road Kerbing/Footpath
Civil Underground Ltd	9,543	Inlet/Outlet Upgrades Contract
Clive Richard Preston-Thomas	7,246	Professional Services
CMG Service	8,537	Pumps
Coastline Excavators	99,951	Various Waste Water Renewal Contracts
Coastline Excavators	16,212	Various Waste Water Renewal Contracts
Coastline Roadmarkers Limited	50,908	Road Marking Contract
Coastline Roadmarkers Limited	17,454	Road Marking Contract
Commercial Play Systems	10,000	Tender Deposit Refunds
Community Waitakere	26,719	Project Twin Streams Contract
Community Waitakere	14,152	Project Twin Streams Contract
Community Waitakere	5,937	Project Twin Streams Contract
Compass Group New Zealand Ltd	15,471	Central Catering Contract
Corban Estate Art Centre	8,156	Various Project Funding
Corban Estate Art Centre	5,625	Production Word Up Activity
Corban Estate Art Centre	81,563	Annual Operating Grant
Corban Estate Art Centre	17,176	Artworks Contract
Covekinloch Consulting Ltd	5,443	Building Compliance Services
Create A Home Ltd	32,118	Stormwater Contribution Refund
CTMA New Zealand Ltd	6,082	Customer Satisfaction Tracking Programme
Custom Print Ltd	5,220	Wrist Bands
D C Trial Limited	9,276	Electrical Maintenance Contract
Dallow Boss Design Consultants	5,267	Signage Design
Datacom Systems Ltd	75,405	Information Management Systems Contract
Datacom Systems Ltd	17,462	Rental & Support
Datacom Systems Ltd	11,721	Civil Defence Services
Datacraft (NZ) Ltd	17,014	Site Maintenance
Datamail Ltd	18,674	Instalment Land Rates
Datamail Ltd	7,013	Infringement Reminder Notices
Dazzle Events	50,530	Trash to Fashion Promotions
Deloitte	323,576	SAP Contract
Department Of Building & Housing	33,684	Levy June 07
Derek Kemp	15,734	Professional Services
Destin Consulting Limited	122,683	Professional Services
Detection Services	10,850	Flow/Pressure Contract
Directions Ltd	83,427	Sign Maintenance Contract
Drake Personnel NZ Limited	19,461	Temporary Staff
Drake Personnel NZ Limited	6,504	Temporary Staff
Drake Personnel NZ Limited	11,871	Temporary Staff
Drake Personnel NZ Limited	19,426	Temporary Staff
Drake Personnel NZ Limited	13,333	Temporary Staff
Drake Personnel NZ Limited	23,844	Temporary Staff
Dylan Horrocks	5,625	Eco City Contract
E C Harte Ltd	7,268	Quality Assurance Services Contract
Eagle Technology Group Ltd	83,603	GIS Training Contract
Eagle Technology Group Ltd	101,803	Digitisation Project
Ebsco NZ Ltd	21,859	Library Books
Ecomatters Environment Trust	36,738	Ecomatter Contract
Edgecity Builders	43,664	Corban Estate Distillery Building
Effective Building Solutions Ltd	17,524	6 Godley Rd Refurbishment
Electrix Ltd	128,252	Carparks & Walkways Contract
Electrix Ltd	146,334	Streetlight Maintenance Contract
Electrix Ltd	42,453	Car Parks/Walkways Physical Works
Entertainment Works	7,633	Jam Out West Production
Enviro Waste Services Ltd	7,921	Flare Operation Contract
Envirologic Ltd	17,112	Ecological Monitoring Contracts
Environmental & Earth Sciences Ltd	15,514	Water Quality Control Contract
Envirotech Maintenance Ltd	6,986	Ground Clearance - Old New Lynn Hotel
Envirotech Maintenance Ltd	22,120	Grounds Maintenance Contract
Everest Technology Group	8,550	Technical Project Management
Everest Technology Group	6,787	Technical Project Management
Ezy Solutions Ltd	22,359	Software Consultancy
Fairfax Auckland Group	11,012	Advertising
Fel Group Ltd	66,683	Supply of Street Litter Bins
Field Drainage Specialists Ltd	204,434	Civil Works Contract
Field Drainage Specialists Ltd	249,300	Civil Works Contract
Filtercorp International Ltd	8,715	Filters For Intakes - West Wave
Filtercorp International Ltd	8,046	Filters For Intakes - West Wave
Filtration Technology Limited	8,450	Electronics Box
Fistonich Building Removals Ltd	23,625	House Removals Contract
Forte Career & Business Design	12,420	Professional Services
Forte Career & Business Design	15,626	Professional Services
Frear Surveyors Ltd	13,530	Advice for Resourcing Consents
Fuel Divine Catering	5,032	Catering
Fuji Xerox New Zealand Ltd	8,143	Photocopier Supplies
Fuji Xerox New Zealand Ltd	104,905	Photocopier Supplies
Fujitsu New Zealand Ltd	240,328	Information Management Systems Contract

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Fujitsu New Zealand Ltd	19,129	Brightstar ARC Server Backup
Fulton Hogan North Harbour Ltd	42,954	Footpath/Kerb & Channel Contracts
Fulton Hogan North Harbour Ltd	12,085	Laingholm Drive Kerb/Footpath Contract
Fulton Hogan North Harbour Ltd	110,693	Footpath Kerb & Channel Cesspit/Drainage
Fulton Hogan North Harbour Ltd	654,754	Sealed Road Maintenance Contract
Fumacare	5,199	Hygiene Services
Fumacare	5,926	Hygiene Services
Gallax Holdings Limited	15,357	Rent - Vehicle Testing Station
Geac Computers NZ Limited	15,057	Information Management Systems Contract
Geac Computers NZ Limited	120,471	Information Management Systems Contract
Gemtech Solutions Limited	16,875	SAP Financials
Genesis Energy	155,056	Power Charges
Genesis Energy	6,136	Power Charges
Genesis Energy	35,216	Power Charges
Genesis Energy	13,967	Power Charges
Genesis Energy	252,839	Power Charges
Genesis Energy	48,991	Power Charges
Genesis Energy	8,636	Power Charges
GHD Limited	20,599	Opanuku Hydrological Contract
GHD Limited	26,420	Advice - Resource Consent Processing
Gia Nghi Phung	7,000	Policy Development Services
Gibbons Contractors Ltd	38,136	Mt Atkinson Retaining Wall Contract
Gibbons Contractors Ltd	25,787	Slip Repairs - Tiritangi Road Contract
Gillespie Consultants Limited	8,761	Property Inspection/Peak Flow Contract
Gillespie Consultants Limited	29,815	Property Inspection/Peak Flow Contract
Global Language Books Pty Ltd	5,531	Library Books
Gni Lincoln Road Ltd	16,405	Alteration to Drainage Work
Goodwin Building Services Ltd	7,316	Refund - Cancelled Consents
Greenscene Limited	15,251	Arbocultural Invoice/Contract
Greenscene Limited	5,540	Advice Resource Consent Processing
H & H Contractors	13,887	Waikumete Cemetary Burial Development
H & H Contractors	60,260	Inlet/Outlet Structures Contract
H & H Contractors	107,609	Slip Repairs /Bridge Erosion Control
H & H Contractors Ltd	5,613	Misc Infrastructure Contact
Haines Recruitment	44,655	Advertising
Hampden Fence Ltd	16,927	Te Henga Reservoir Electric Fence
Hansen International Australasia	15,143	Consulting Services - Asset Management
Harker Underground Constr. Ltd	28,309	Stormwater Renewals/Fruitvale Road
Haslam Services Ltd	5,906	Project Twin Streams Contract
Haslam Services Ltd	6,891	Project Twin Streams Contract
HEB Smithbridge Ltd	552,082	Rangeview Park n Ride Contract
HEB Smithbridge Ltd	246,716	Waikumete Cemetery Contract
HEB Smithbridge Ltd	154,385	Deposit Refund
Helio Design Limited	20,929	Printing Services
Hewlett-Packard (NZ) Ltd	7,650	Information Management Systems Contract
HMI Technologies Ltd	35,448	School Speed Zones Contract
Hooper Communications Limited	9,422	Contribution to Broadband
Horizontal Earth Drilling Ltd	87,467	New Lynn / Rewa Rd Contract
Hydro Analytics Limited	14,760	Professional Services
Hydro Analytics Limited	14,580	Professional Services
Icon Security Group Ltd	48,801	Security Contract
Icon Security Group Ltd	20,185	Security Contract
Indicate NZ Limited	6,497	Workplace Travel Plan
Industrial Services Trading Trust	32,189	Cesspit Cleaning Contract
Infrastructure NZ Ltd	134,492	Waitakere Stream Walk/Cycleway Contract
Infrastructure NZ Ltd	79,197	Project Twin Streams-Waikumete Contract
Inland Revenue Department	640,569	PAYE
Inland Revenue Department	613,210	PAYE
Inland Revenue Department	688,078	PAYE
Interclean Liquid Waste Disposal	77,221	Waste Water Management Systems Contract
Interclean Liquid Waste Disposal	50,760	Waste Water Management Systems Contract
Interclean Liquid Waste Disposal	58,096	Waste Water Management Systems Contract
ISS Facility Services	11,328	Aquatic Centre Cleaning Contract
IT Job Search	7,073	Contract Staff
J B Pipeline Services Ltd	34,139	Waste Water MC19 New Lynn Contract
J B Pipeline Services Ltd	59,241	Margan/Hutchinson Waste Water Renewals
Jacque Hunt	9,469	Refund Building Consent Fees
Jacqui Brooks	16,120	Storm Water Contribution-10 Marie Cres
Jade Direct Ltd	9,328	Payroll Contract
Jarokalog Ltd	18,599	Christmas Beach Playground Upgrade
Jenny Macdonald Consulting Ltd	10,074	Waitakere Ranges Visitor Strategy
JM Communications	20,413	Project Twin Streams Contract
JM Communications	20,250	New Lynn TOD Contract
JM Communications	6,413	Project Twin Streams Contract
John Coster	8,373	Museum Feasibility Study
K & E Planning Ltd	11,645	Advice for Resource Consent Contract
Kaahu Communications Ltd	5,384	Professional Services
Katja Lietz	7,371	Beacon Neighbourhoods Contract
Keep Waitakere Beautiful Trust	5,625	Sponsorship
Kelston Community Trust	22,509	Charge for ICT Skills Project
Kennedy Furniture Ltd	11,763	Office Furniture & Equipment
Kennedy Furniture Ltd	7,470	Office Furniture & Equipment
Kensington Swan	88,825	Legal Services
Kensington Swan	25,941	Legal Services

Kensington Swan	5,285	Legal Services
Landcare Research NZ Ltd	23,378	Professional Services
LDP Limited	5,827	Electrical Consultants
Les Mills New Zealand	5,083	Monthly Licence Fee
Lineset Design & Print Ltd	14,696	Printing Services
Lineset Design & Print Ltd	47,896	Printing Flyers
Lineset Design & Print Ltd	28,115	Printing Waitakere City News
Local Government New Zealand	5,625	Annual Contribution
Lopdell House Gallery	88,313	Funding Grant Instalment
M Keogh Contractors 2006 Ltd	18,145	Lincoln Rd Widening
Macroplan Australia	6,213	Auckland Region Business Land Review
Madison Recruitment Ltd	27,277	Contract Staff
Madison Recruitment Ltd	36,511	Contract Staff
Madison Recruitment Ltd	54,535	Contract Staff
Madison Recruitment Ltd	14,382	Contract Staff
Mansell Contractors	10,702	Huia/Whatipu Drainage Maintenance
Manukau Volunteer Coastguard	19,000	Annual Grant
Mark Abbott Consulting Ltd	21,797	BCAA Professional Services Contract
Mark Strange	5,000	Conservative Treatment of Heritage
Market Economics Ltd	15,216	Waitakere Trusts Stadium Project
Marsa Consultancy Ltd	40,414	Telemetry Station Contracts
Marsa Consultancy Ltd	24,588	Telemetry Water Supply Contract
Maunsell Limited	52,335	Parks Asset Contract
Mccahon House Trust	6,188	Oral History Archive
Medial Associates	7,787	Funding Waitakere City History Project
Megan Courtney	6,795	Partnership Project
Metro Civil Ltd	18,009	Swanson Renewals Stage 1.
Metro Water Limited	17,064	Sundry Debtor/Benchmarking
Mike Cathcart Fencing Contractor	6,824	Fencing Contracts
Mini-Fuels & Oils Ltd	5,434	Diesel & Fuel Contract
Ministry of Justice	14,280	Share of Infringement Notices
Ministry of Justice	40,620	Share of Infringement Notices
Ministry of Justice	12,300	Share of Infringement Notices
Ministry of Justice	15,600	Share of Infringement Notices
Ministry of Justice	28,950	Share of Infringement Notices
Minter Ellison Rudd Waits	14,837	Legal Advice
Mitre 10 Mega - Henderson	8,129	Various Goods
Morrison Low & Associates Ltd	11,295	Regional Waste Contract
MOTAT	2,937,838	Levy for 2007/2008
Multilingual Library Books	9,441	Library Books
Munro Church Communications Ltd	5,625	Professional Services
Murray & Buckley	112,334	Watermain Renewals Contract
MWH New Zealand Ltd	72,766	Various Ecowater Contracts
MWH New Zealand Ltd	62,862	Various Ecowater Contracts
N & I Properties Limited	6,821	Rate Refund
N Z Mutual Liability Riskpool	478,463	Membership Renewal
N Z Police	70,885	Transport Act Infringements
N Z SOLGM	8,354	Subscriptions
Nasey Contractors Ltd	121,253	Oratia Stream Walk/Cycleway
Nasey Contractors Ltd	93,970	Project Twin Streams Contracts
Nasey Contractors Ltd	7,707	Slip Repairs, Candia Rd Bridge
Nasey Contractors Ltd	40,143	Slip Repair, Forest Hill/Lone Kauri Rds
NIWA	78,206	Stream Survey & Asset Assessment
National Provident Fund	8,701	Superannuation Deductions
National Provident Fund	8,696	Superannuation Deductions
National Provident Fund	8,855	Superannuation Deductions
National Provident Fund	8,752	Superannuation Deductions
Naturally Native NZ Plants Ltd	5,931	Project Twin Streams-Eco Source Plants
Neal Andrews & Associates	5,631	Recruitment Services
Neal Andrews & Associates	20,509	Recruitment Services
New Zealand Post Ltd	6,780	Postage
New Zealand Post Ltd	28,391	Postage
Ngati Whatua O Orakei Corporation	5,625	Professional Services
Norcross Stationery Ltd	17,484	Stationery
North Shore City Council	5,625	Share of Project Management-Utilities on Roads
North Shore City Council	6,148	Waste By Law Revenue Distribution
North Shore Glass Co Ltd	5,087	Maintenance & Glazing Contract
North Western Toyota	51,590	Fleet Purchases
North Western Toyota	51,590	Fleet Purchases
NZBIT Ltd	6,641	BCAA Professional Services Contract
Ontrack	5,418	50% Rail Crossing Maintenance
Onyx Group Ltd	300,210	Waste Collection Services Contract
Open Systems Specialists Ltd	6,188	Information Management Support Contract
Options NZ Ltd	12,682	Building Consent Authority Contract
Opus International Consultants	50,466	Henderson Youth Facility Contract
Opus International Consultants	9,315	Auckland Regional Transport Authority Funding
Oratia Native Plant Nursery	7,988	Purchase of Plants
Otis Elevator Company Ltd	129,399	Lopdell House Lift Upgrade
Parks & Maintenance Services Ltd	204,510	Various Ecowater & Parks Contracts
Parks & Maintenance Services Ltd	265,990	Various Ecowater & Parks Contracts
Parks & Maintenance Services Ltd	505,486	Various Ecowater & Parks Contracts
Parks & Maintenance Services Ltd	177,062	Creek Rehabilitation Contract
Patti Dyer	5,400	Contract Staff
Patti Dyer	5,738	Contract Staff

Patti Dyer	5,501	Contract Staff
Patti Dyer	5,400	Contract Staff
Patti Dyer	7,560	Contract Staff
Pep Worldwide	20,250	Professional Services
Penry Environmental Ltd	17,439	Composting Facility Contract
Pinnacle Recruitment Limited	15,228	Contract Staff
Pinnacle Recruitment Limited	14,766	Contract Staff
PMP Distribution Ltd	28,125	Mosiac Coding/Licensing
Power Surge Metalworks Ltd	8,448	Seating-Childrens Area Contract
Powerhouse People Ltd	21,101	Staff Recruitment
Powerhouse People Ltd	6,454	Staff Recruitment
Practical Studio Supplies Ltd	5,018	Plinths
Premium Flooring Limited	9,788	Flooring, Carpet, Vinyl Contract
Professional Prty&Cleaning Service	43,895	Citywide Cleaning Contract
Projectmax Ltd	7,119	Professional Services-Storm Water Renewals
Projectmax Ltd	7,566	Cctv Project Management
Promo HQ NZ Limited	7,175	Promotional Material
Proquest-Csa Llc	7,392	Library Books
Qld.Comm Books	11,391	Library Books
Qld.Comm Books	6,619	Library Books
Qmex Ltd	9,046	Olympic Park Contract
Quantum Shift Limited	5,625	Professional Development Services
Quotable Value NZ Ltd	55,913	Property Valuations
Quotable Value NZ Ltd	8,300	Property Valuations
R & S McGregor Ltd	6,816	Disposal Hazardous Waste
R H Jacobsen Ltd	5,611	Electrical Maintenance Contracts
R Neil Gray Strategic Projects	6,458	Redevelopment Project Contract
Ranui Action Group	28,125	Allocation from RAP Fund
Ranui Community Centre Inc	20,942	1st Funding Payment 07/08
Reed Publishing (NZ) Ltd	14,595	Library Books
Resource Management Professionals	11,247	Piha Discharge Investment Contract
Resource Management Solutions Ltd	5,143	Professional Services Building Consent Advice
RAMS	5,625	DTIMS Annual User Licence
Ripple Productions Ltd	6,750	Production of 2007 Dance Halls Event
Riteway Electrical Services	14,655	Electrical Maintenance Contract
Robert Half New Zealand Ltd	16,467	Temperary Staff
Robert Walters New Zealand Ltd	23,479	Contract Staff
Robert Walters New Zealand Ltd	30,984	Contract Staff
Robert Walters New Zealand Ltd	10,083	Contract Staff
Robert Walters New Zealand Ltd	7,619	Contract Staff
Rodney District Council	6,148	Waste By Law Revenue Distribution
Rodney District Council	16,026	Consulting Services
S D & S K Holdings Ltd	5,000	Performance Bond Refund
Sandford Consulting Ltd	22,453	Project Management
SAP NZ Limited	5,344	SAP Project
Saul Roberts	13,001	Professional Services
Saul Roberts	8,501	Professional Services
Sequent International Limited	18,952	Henderson Wayfinding Signage
Sheffield Ltd	8,799	Professional Services
Sheffield Ltd	31,941	Professional Services
Sheffield Ltd	7,948	Professional Services
Sheffield Ltd	21,271	Professional Services
Shift	11,250	Manawa Site Re-Design
Shumane Consultancy	11,973	Transport Engineer Secondment
Simpson Grierson (Auckland)	18,547	Legal Services
Simpson Grierson (Auckland)	58,325	Legal Services
Sinclair Knight Merz	6,750	Henderson Parking Review Contract
Skyward Construction Ltd	227,506	Civil Defence Headquarter Contract
Smith & Davies Ltd	100,299	Landfill Loading & Transportation
Softsource Limited	52,907	Information Management Support Contract
Softsource Limited	14,004	Information Management Support Contract
Softsource Limited	33,204	Information Management Support Contract
Soil Engineering Ltd	30,302	Geotechnical Services
Solomon & Associates	5,625	Professional Services
Southern Sky Books Ltd	9,961	Library Books
Southern Sky Books Ltd	6,561	Library Books
Southern Sky Books Ltd	23,972	Library Books
Spike Robertson Grimme	5,888	Project Twin Streams Emblems
SPM Applications Ltd	9,769	NORSCA Land Valuations
SPM Applications Ltd	22,215	NORSCA Land Valuations
Sport Waitakere Trust	37,499	Funding & Service Agreement
Stainless Fittings&Fabrications	8,775	Steel Fabrication
Standards New Zealand	23,063	On Line Subscription
Star Public Relations Limited	14,452	Professional Services
Starling Park Sports Club	21,850	Grant
Steve McDowell Consulting Limited	9,720	Professional Services
Steve Nuich Panelbeaters Ltd	5,028	Fleet Maintenance & Repair
Studio Alexander Ltd	6,041	Henderson Wayfinding Signage
Studio of Urban Landscape	17,705	Urban Design & Development
Sumich Plumbing & Drainage Ltd	42,840	Kerbi/Channel/Footpath Contracts
Surf Life Saving Northern Region	44,000	Annual Grant
Synergine Operations Ltd	22,503	Various Ecowater Contracts
Synergine Operations Ltd	34,910	New Lynn TOD Project Management
Synergine Operations Ltd	22,005	Tools for Urban Sustainability COP Contract

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Synergine Operations Ltd	110,686	Various Ecowater Contracts
Tait Communications Ltd	8,173	Radio Communication Equipment
Te Ngahere Limited	7,504	Planting - Green Network
Te Ukaipo Mercy Initiatives	7,968	Project Twin Streams Community Contract
Techscape Limited	461,545	Various Parks Maintenance Contracts
Techscape Limited	794,893	Various Parks Maintenance Contracts
Techscape Limited	39,477	Eco Sourced Plants Contract
Techscape Limited	1,335,950	Various Stormwater Contracts
Telecom NZ Ltd	131,426	Call Charges
The Architecture Office	7,200	Building & Services Contract
The Auckland Gas Company Ltd	7,168	Gas Purchases
The Library Supply Company Ltd	23,882	Library Books
The Property Group Ltd	14,303	Property Advice & Acquisition Services
Thebics Consulting Limited	6,757	Wap Connection
Thomas Civil Consultants Ltd	108,023	Project Twin Streams Contract
Thomas Civil Consultants Ltd	139,501	Project Twin Streams Contract
Tile Studio	5,117	Project Twin Streams Art Work
Tollemache Consultants Limited	5,653	Professional Services
Tonkin & Taylor Ltd	5,616	Olympic Park Stream Restoration
Topaz Consulting Services	9,928	Project Management Contract
Total Library Solutions	23,183	Library Books
Tower Software	53,460	Information Management Support Contract
Tracey Selwyn Consulting Ltd	23,119	Building Consent Accreditation
Tracey Selwyn Consulting Ltd	24,694	Building Consent Accreditation
Traffic Engineering Solutions Ltd	16,577	Professional Engineering Services
Traffic Systems Ltd	383,873	Various Contracts
Traffic Systems Ltd	68,072	Border Road/Forrest Hill Rd, Contract
Traffic Systems Ltd	141,728	Project Twin Streams-Lower Opanuku Stream
Traffic Systems Ltd	195,877	Henderson Valley Rd/Smythe Rd Contract
Transit New Zealand	46,490	Various Contracts
Transit New Zealand	258,434	Traffic Signal Maintenance & Upgrades
Treescape Ltd	165,900	City Arboricultural Maintenance
Tse Group Ltd	20,064	Waterpipe Building Insurance Contracts
Tse Group Ltd	22,759	Various Ecowater Contracts
Tse Group Ltd	6,300	Triangle Road Slip Retaining Contract
Ulverscroft Large Print Books Ltd	11,080	Library Books
Ulverscroft Large Print Books Ltd	5,309	Library Books
Underground Connections Ltd	55,283	Watermain Renewals Contract
Underground Connections Ltd	22,500	Urgent Watermain Renewals Contract
Unitac New Zealand	6,570	Management Development Programme
United Networks	134,934	Power Charges
URS New Zealand Ltd	25,335	Intergrated Catchment Contracts
URS New Zealand Ltd	55,312	Various Contract Payments
URS New Zealand Ltd	41,191	Landfill Management Contract
URS New Zealand Ltd	18,847	Prof Services Rids n Park Contract
URS New Zealand Ltd	17,527	Advice on Consent Contract
Vodafone NZ Ltd	8,830	Cellphone Charges
Vodafone NZ Ltd	8,504	Cellphone Charges
Vuksich & Borich Ltd	52,993	Universal Drive Extensions
Wadcoss	19,666	Tui Glen Resource Centre Development
Waimarie Landscapes Limited	7,453	Project Twin Streams-Waikumete Stream
Waitakere Citizens Advice Bureau	223,125	Operational Funding
Waitakere City Brass Inc	9,000	Civic Parades & Performances
Waitakere Corporate Limited	13,714	Corporate & Professional Services
Waitakere Enterprise Trust	25,875	Waitakere Ranges Heritage Contract
Waitakere Pacific Board Inc	5,625	Pacific Wardens Support
Waitakere Pacific Board Inc	5,625	Pasifika Plan Development
Waitakere Properties Ltd	15,188	50% Share of Railway Corridor Drainage
Waitakere Tag Out Trust	59,635	Citywide Graffiti Contract
Waste Management NZ Ltd	352,946	Landfill Disposal Contract
Watercare Services Limited	28,330	Waste Water Flow Gauging Contract
Watercare Services Limited	2,075,415	Water / Waste Water Charges
Wells Instr. & Electrical Services	12,499	Water Meter Reading Contract
WT Partnership	10,125	New Lynn Transit Development Contract
Yakka Apparel Solutions Ltd	6,273	Safety Clothing
Zeal	56,250	Youth Facility-Alderman Dr-Contract
Total payments as per above	27,903,037	
Other payments as per agenda item	63,955,620	
Total payments as per agenda item	91,858,657	

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Business Improvement Districts Policy

Background

Waitakere City Council has adopted a Town Centre strategy which aims to establish mutually beneficial partnering programmes in Waitakere between the Council and stakeholders in each town centre plus other urban districts. The districts which participate in these programmes are called business improvement districts ("BIDs").

These programmes contribute substantially to economic growth, employment opportunities and prosperity in the city. They are the Council's primary vehicle for local economic and business development initiatives. They also provide a point of focus for local support for town centre improvement programmes, whether community programmes or urban design initiatives.

The primary objectives of a BID programme will be to enhance the physical environment, promote business creation and development, and increase employment and local business investment in business improvement districts. A BID programme may also involve community development and heritage conservation.

Establishing a Business Improvement District

Discussions to explore the possibility of establishing a BID may be initiated at any time by any interested party ("BID proponents"). The Council will supply a map of the business area, with the proposed BID boundary indicated for discussion. The final boundary will be determined by the Council. For maps of existing and proposed BID areas, go to: [www.waitakere.govt.nz/]

Concurrently with defining the boundary, BID proponents will need to establish an incorporated society (the "BID" Association" or "BIDA") in accordance with the Council's model BIDA Rules. No amendments to these Rules are permitted except with the prior written approval of the Council. For a copy of the Council's model BIDA Rules, go to: [www.waitakere.govt.nz/]. In addition, the BID proponents must develop a strategic plan and a business plan for each year with associated budget.

Finally, the BID proponents must hold an annual or special general meeting in accordance with the rules of their BIDA, so that the Association may adopt the proposed BID boundary as well as the strategic plan, and business plan with budget, and resolve to request that the Council conduct an establishment poll.

Establishment Poll

Following a request from the BID proponents, the Council may resolve to hold an establishment Poll. The Council will assist the BID proponents to create a register of eligible voters from among the property and business owners within the BID area. The Council will then conduct a postal ballot of all eligible voters. A BID may be established if a minimum of 60% of the returned ballot papers are in favour of the BID, with no minimum return required from the total eligible voters returning valid votes.

Annual Business Plan and Budget

Once established by the Council, the BIDA must then develop an annual business plan and budget, within the framework of their original strategic plan, and present this to the Council annually by end of October, for the Council's consideration and inclusion in the Council's annual planning process. At the completion of the annual plan process, the Council may set a targeted rate for the BID to fund the expenditure needs identified in the BIDA annual business plan. Compliance with the notified timeline is critical, as it may not be possible for the BID to be included in the Council's annual plan process for that year if Council timeframes are not met.

It is anticipated that the annual budget to be funded by the targeted rate in each year will generally be in line with the targeted rate struck for the previous year, adjusted as appropriate for inflation.

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Land Liable for the targeted rate

A targeted rate may, at the Council's discretion, be assessed on the rateable value of Business Sector properties within the BID boundary. Business sector properties will be defined according to the property's rateable status which is allocated on the basis of specified criteria in Council's Funding Impact Statement, and the use to which the land is put. The Business Improvement District Charge for each area will be applied as a rate in the dollar, one for each BID. The budgets and rates for each BID for the current financial year are shown in the table below.

Business Improvement District area	Budget for 2008/09 (excluding GST)	Rate in the dollar for 2008/09 (including GST)
Te Atatu Peninsula	[\$ B]	[0. R]
Total	[\$ B]	[0. R]

Operating the Business Improvement District

The BIDA must at all times act in accordance with its rules, the Incorporated Societies Act 1908 and the Council's BID Policy. No amendments to the rules are permitted without the prior written approval of the Council. The Council will also produce BID guidelines, from time to time, to assist BID Associations to manage their activities. Go to: [www.waitakere.govt.nz/]

Altering, Dis-establishing or Re-establishing the Business Improvement District

Any proposal to alter the annual budget, to alter the boundaries of the BID or to dis-establish or re-establish the BID must first be approved by a majority vote at an annual general meeting or special general meeting of the BIDA. Subsequently, the Council may conduct a poll to confirm the BIDA's decision.

1. Altering the annual budget: Should the BID decide to increase or decrease the annual budget, to be funded by a targeted rate, by more than 10% against the previous year's budget, the Council will at its discretion conduct a Budget Alteration Poll.
2. Altering the boundaries: Should the BID decide to alter its boundaries, the Council will at its discretion conduct a Boundary Alteration Poll.
3. Dis-establishing the BID: Should members of the BID wish to dis-establish the BID, the Council may at its discretion, conduct a Dis-establishment Poll. If a Dis-establishment Poll is successful, the members of the Incorporated Society may wish to continue as a Society, but it may no longer be named a BID.
4. Re-establishing the BID: If a BID has been dis-established, members of the Society may seek to have the BID re-established, but only after the expiration of a two year period from the date of the Dis-establishment Poll.

Any Budget Alteration Poll, Boundary Alteration Poll, or Dis-establishment Poll must be conducted in accordance with the same procedures as for an Establishment Poll.

Disputes between the BID and the Council

Should any dispute arise between a BID and the Council, it must be resolved first, through good faith discussions and if these are not successful, through mediation or arbitration (in accordance with the rules of the Association of Lawyers Engaged in Alternative Dispute Resolution "LEADR").

Council may at its discretion review or amend this policy from time to time.

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**UNDER THE INCORPORATED
SOCIETIES ACT 1908**

RULES OF

[Insert Name] **BUSINESS IMPROVEMENT
DISTRICT ASSOCIATION INCORPORATED**

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RULES OF *[Insert Name]* BUSINESS ASSOCIATION INCORPORATED

CHAPTER I - NAME AND OBJECTS

1. INTERPRETATION

In these Rules, unless the context indicates otherwise:

"Act" means the Incorporated Societies Act 1908 as amended from time to time;

"Annual Financial Statement" means the Annual Financial Statement for the Association to be approved by the Members, so that it may then be delivered to the Registrar of Incorporated Societies in accordance with section 23 of the Act;

"Annual General Meeting" has the meaning given to it in Rule 25;

"Associate Member" means a member of the Association admitted pursuant to Rule 5.5;

"Association" means the *[Insert Name]* Business Association Incorporated;

"Auditor" means the auditor appointed in accordance with Rule 19;

"BID Annual Financial Statement" means the separate accounts and annual financial statement for the Association relating to the BID Funding Grant and BID Programme to be approved by Members and the Executive Committee.

"BID Business" means all matters relating to the BID Programme and the BID Funding Grant;

"BID Funding Grant" means any grant received from the Council for the purposes of the BID Programme, which shall be deposited and held in a special bank account, separate from the Association's other monies, and administered by the Executive Committee;

"BID Manager" means a person employed or appointed by the Association to undertake the role of administering and co-ordinating the BID Programme on behalf of the Association in either a paid or unpaid capacity. This reference applies whatever the title given to such a person by the Association;

"BID Programme" means the community programme involving local government, the business community and the community at large to organise, design, promote, improve and develop the *[Insert Name]* business area;

"Chairperson" means the chairperson of the Association referred to in Rule 15;

"Community Board" means the *[Insert Name]* Community Board;

"Council" means the Waitakere City Council;

"Deputy Chairperson" means the deputy chairperson of the Association referred to in Rule 17;

"Executive Committee" means the committee of the Association referred to in Rule 13;

"Full Member" means a member of the Association in terms of Rules 5.1 and 5.2;

"General Meetings" means the Annual General Meeting and Special General Meetings of the Association;

"Members" means the members of the Association from time to time including Associate Members and Full Members;

"Officers" means the Chairperson and Treasurer of the Association referred to in Rules 15 and 18;

"Secretary" means the Secretary of the Association referred to in Rule 17;

"Special General Meeting" has the meaning given to it in Rule 27;

"Special Resolution" has the meaning given to it in Rule 33;

"Special Subscription" has the meaning given to it in Rule 5.6;

"Targeted Rate" means any rate levied by the Council pursuant to the Local Government (Rating) Act 2002, or any equivalent legislation for the purpose of funding or contributing to the funding of the BID Programme;

"Targeted Rating Area" means the geographical area subject to the Targeted Rate;

"Treasurer" means the Treasurer of the Association referred to in Rules 15 and 18.

References to Persons: references in these Rules to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations or other entities.

2. **NAME**

The name of the Association is *[Insert Name]* **BUSINESS IMPROVEMENT DISTRICT ASSOCIATION INCORPORATED.**

3. **OBJECTS**

The objects of the Association are:

- 3.1 to advocate for, and represent the interests of, the Members, in relation to the Targeted Rating Area, before the Council, any central or local government body or tribunal, or any court.
- 3.2 to promote the development and advancement of the commercial interests of business people and businesses in the *[insert area]* BID through a co-ordinated and structured promotional programme;

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- 3.3 to attract and retain businesses in an effort to drive employment growth and economic wellbeing;
- 3.4 to enhance the safety and security of the [insert area] BID;
- 3.5 To foster the environmental, social, and cultural sustainability of the [insert area] BID;
- 3.6 to make arrangements with the Government, the Council and/or other persons, corporations, associations or local authorities for the improvement of streets, reserves, playing areas and park areas, and for lighting, surfacing, and cleaning in the [insert area] BID;
- 3.7 For the purposes and objects stated in these Rules, to administer in conjunction with the Council, the BID Funding Grant.
- 3.8 To do all things as are, or may be incidental to, or conducive to, the attainment of these objects.

CHAPTER II - POWERS

4. SCOPE OF THE ASSOCIATION'S POWERS

Subject to Rule 14, the Association has the widest possible powers to do all things which may be necessary to pursue the Association's objects including (but not limited to) the following powers:

- 4.1 To purchase, take on, lease, exchange, hire, or otherwise acquire any real or personal property, and to sell, mortgage, dispose of or otherwise deal with any real or personal property of the Association and any rights or privileges which the Association thinks necessary or expedient for the purposes of attaining the objects of the Association or promoting the interests of the Association, its Members or any other persons.
- 4.2 Subject to Rule 14, to use the funds of the Association as the Association may consider necessary or proper to:
 - 4.2.1 pay the costs and expenses of the Association; and
 - 4.2.2 further the objects of the Association;
 - 4.2.3 including the employment of solicitors, agents, officers and servants as necessary or expedient.
- 4.3 To engage in prosecuting, defending or otherwise taking any legal action or legal proceedings on behalf of the Association and for that purpose, to expend such moneys and employ such solicitors, counsel and other advisors as the Association may think fit.
- 4.4 To apply for and acquire any licences or permits deemed necessary by the Association.

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- 4.5 To open and operate bank accounts of whatever nature or description subject to such conditions as the Association thinks fit provided that the Association, shall through its Executive Committee open and operate a separate bank account for any BID Funding Grant.
- 4.6 To assist any charity or charitable purpose by such financial or other means as the Association thinks fit.
- 4.7 To borrow or raise money by any means and upon such conditions as the Association thinks fit.
- 4.8 To employ staff and nominate contractors for such purposes and for such periods and subject to such conditions as the Association thinks fit.
- 4.9 To establish an Executive Committee with the functions and powers set out in these Rules.
- 4.10 **PROVIDED THAT** the Association shall not lend money at less than current commercial rates, having regard to the nature and term of the loan, to any person (as defined in the Income Tax Act 1994):
 - 4.10.1 who is a Member of the Association; or
 - 4.10.2 who is a shareholder or director of any company by which any business of the Association is carried on; or
 - 4.10.3 who is a settlor or trustee of a trust that is a shareholder of any company by which any business of the Association is to be carried on; or
 - 4.10.4 if the person, company, settlor, trustee, shareholder, director referred to in any of paragraphs (i) to (iii) of this Rule are Associated Persons (as defined in the Income Tax Act 1994).

CHAPTER III – MEMBERSHIP

5. MEMBERSHIP QUALIFICATIONS

- 5.1 There shall be Full Members of the Association. A person shall be entitled to be a Full Member of the Association if the person

owns, occupies or is the tenant of a property rated as a business sector property within the Targeted Rating Area, and has not previously been expelled from the Association.
- 5.2 Any person entitled to be a Full Member of the Association and who wishes to become a member shall provide details of their name and address to the Secretary.

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- 5.3 Any person who ceases to be entitled to be a Full Member of the Association shall immediately provide notice of that fact, and of the date their entitlement ceased, to the Secretary.
- 5.4 Each Member which is not an individual shall designate an individual representative to act on its behalf in all matters relating to the Association, and shall notify the Secretary of that representative's name and address.
- 5.5 There may be Associate Members of the Association. A person who does not qualify to be a Full Member may become an Associate Member of the Association by applying to the Secretary to do so. The Secretary shall advise the Executive Committee of the application and the Executive Committee shall determine at its next scheduled Executive Committee meeting whether or not the applicant shall be admitted.
- 5.6 An Associate Member shall, in each year, pay a Special Subscription of such amount as is determined by the Executive Committee from time to time.
- 5.7 The rights of the Members of the Association shall be as follows.
 - 5.7.1 each Full Member shall be entitled to one vote irrespective of whether or not the Full Member has multiple entitlement to membership of the Association (eg. by being the owner, occupier or tenant of more than one property rated as a business sector property within the Targeted Rating Area);
 - 5.7.2 each Associate Member shall be entitled to one vote provided that Associate Members shall not be entitled to vote upon any matters of the Association which relate to BID Business;
 - 5.7.3 Associate Members shall not be entitled to hold the position of any Officer of the Association but may otherwise be a member of the Executive Committee.

6. TERMINATION OF MEMBERSHIP

- 6.1 A person ceases to be a Member of the Association if the person:
 - 6.1.1 dies, becomes bankrupt or, being a company or other incorporated body is wound up; or
 - 6.1.2 resigns that membership by notice in writing to the Association; or
 - 6.1.3 is expelled from the Association; or
 - 6.1.4 ceases to be entitled to be a Full Member in terms of Rule 5.1, and has not been admitted as an Associate Member.

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7. MEMBERSHIP ENTITLEMENTS NOT TRANSFERABLE

A right, privilege or obligation which a person has, by reason of being a Member of the Association:

- 7.1 is not capable of being transferred or transmitted to another person; and
- 7.2 terminates upon cessation of the person's membership.

8. REGISTER OF MEMBERS

- 8.1 The Secretary of the Association shall establish and maintain a register of Members of the Association pursuant to section 22 of the Act specifying the name, address and occupation or business of each person who is a Member of the Association, together with the date on which the person became a Member, whether that person is a Full or Associate Member and, in the case of members which are not individuals, the name and address of that Member's individual representative. If a person ceases to be a Member of the Association in accordance with Rule 6.1, the Secretary shall remove the details of such person from the register of Members of the Association.
- 8.2 Each Member shall advise the Secretary if there is any change to any of the information in the register relating to that Member. The Secretary may require owners of properties rated as business sector properties within the Targeted Rating Area to provide details of occupiers and tenants of their properties from time to time to assist in ensuring that the Register of Members is kept current and up to date. For the purposes of this clause, the term "owner" includes a lessee of the whole of a separately titled property under what is commonly known as a ground lease.
- 8.3 The register of Members shall be kept at the principal place of administration of the Association and shall be open for inspection, free of charge, by any Member of the Association at any reasonable hour.

9. FEES, SUBSCRIPTIONS, ETC.

- 9.1 The Association may levy its Members such subscription charge deemed by the Executive Committee necessary to properly carry out its objects.
- 9.2 Any Member whose membership terminates under Rule 6:
 - (a) shall not be entitled to a refund of any subscription or charge or targeted rate paid or payable by that member prior to that termination, and
 - (b) shall remain liable for any subscription or charge or targeted rate for which that Member became liable prior to that termination.

10. MEMBER'S LIABILITIES

The liability of a Member of the Association to contribute towards the payment of the debts and liabilities of the Association or the costs, charges and expenses of the winding up of the Association is limited to the amount, if any, unpaid by the Member in respect of membership of the Association as required by Rule 5.6 and Rule 9. In the event any Member ceases to be a Member of the Association pursuant to Rule 6 such Member shall not be released from any liability to the Association for any matters arising prior to the end of the financial year in which the Member ceased to be a Member.

11. DISCIPLINING OF MEMBERS

11.1 Where the Executive Committee is reasonably of the opinion that a Member of the Association:

11.1.1 has persistently refused or neglected to comply with a provision or provisions of these Rules; or

11.1.2 has persistently and wilfully acted in a manner prejudicial to the interests of the Association; or

11.1.3 does anything which, in the opinion of the Executive Committee in its absolute discretion is likely to seriously harm the reputation of the Association or the objects of the Association in general;

the Executive Committee may by resolution:

11.1.4 in the case of a Full member or an Associate member, expel the Member from membership of the Association; or

11.1.5 in the case of a Full Member or an Associate Member suspend the Member from membership of the Association for a specified period not exceeding a maximum period of 12 months.

11.2 A resolution of the Executive Committee under Rule 11.1 is of no effect unless the Executive Committee confirms the resolution at a meeting held not earlier than fourteen days and not later than twenty eight days after service on the Member of a notice under Rule 11.3.

11.3 Where the Executive Committee passes a resolution under Rule 11.1, the Secretary shall, as soon as practicable, cause a notice in writing to be served on the Member:

11.3.1 setting out the resolution of the Executive Committee and the grounds on which it is based;

- 11.3.2 stating that the Member may address the Executive Committee at a meeting to be held not earlier than fourteen days and not later than twenty-eight days after service of the notice;
- 11.3.3 stating the date, place and time of that meeting; and
- 11.3.4 informing the Member that the Member may do either or both of the following:
 - (a) attend and speak at that meeting;
 - (b) submit to the Committee at or prior to the date of that meeting written representations relating to the resolution.
- 11.4 At a meeting of the Executive Committee held in accordance with Rule 11.3, the Executive Committee shall:
 - 11.4.1 give the Member an opportunity to make oral representations;
 - 11.4.2 give due consideration to any written representations submitted to the Committee by the Member at or prior to the meeting; and
 - 11.4.3 by resolution determine whether to confirm or to revoke the resolution.
- 11.5 If a Full member has failed to pay any subscription or charge payable under Rule 9, or in the case of an Associate Member any Special Subscription payable under Rule 5.6, or otherwise failed to pay any payment due under these rules and any such failure continues for three calendar months after it is due then from the expiry of that three calendar month period until the date upon which the outstanding amount or amounts are paid in full, the Member shall not be entitled to vote at any General Meeting and/or on any BID Business.

12. MEMBER DEALINGS WITH AND INTERESTS IN THE ASSOCIATION

- 12.1 Any Member who is or may be interested or concerned directly or indirectly in any property or undertaking in which the Association is or may be in any way concerned or involved:
 - 12.1.1 must disclose the nature and extent of that Member's interest to the other Members; and
 - 12.1.2 must not take any part whatever in any deliberation concerning any matter in which that Member is or may be interested other than as a Member of the Association.
- 12.2 No private pecuniary profit shall be made by any person from the Association except that:

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- 12.2.1** any Member may receive full reimbursement for all expenses properly incurred by that Member in connection with the affairs of the Association;
 - 12.2.2** the Association may pay reasonable remuneration to any officer or servant of the Association (whether a Member or not) in return for services actually rendered to the Association;
 - 12.2.3** any Member may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by the Member, or by any firm or entity of which that Member is a member, employee or associate in connection with the affairs of the Association;
 - 12.2.4** any Member may retain any remuneration properly payable to that Member by any company or undertaking with which the Association may be in any way concerned or involved for which that Member has acted in any capacity whatever, notwithstanding that the Member's connection with that company or undertaking is in any way attributable to that Member's connection with the Association.
- 12.3** Notwithstanding anything contained or implied in these Rules any person who is:
- 12.3.1** a Member of the Association; or
 - 12.3.2** a shareholder or director of any company carrying on any business of the Association; or
 - 12.3.3** a shareholder or director of any company which is a Member of the Association; or
 - 12.3.4** a member of any association which is a shareholder or any company carrying on any business of the Association; or
 - 12.3.5** an associated person (as defined in the Income Tax Act 1994) of any such Member, shareholder or director;

shall not by virtue of that capacity in any way (whether directly or indirectly) determine, or materially influence the determination of the nature or the amount of any benefit or advantage or income or the circumstances in which it is or is to be received, gained, achieved, afforded or derived by that person.

CHAPTER IV – COMMITTEES

13. EXECUTIVE COMMITTEE

The Association shall be governed by an Executive Committee which:

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- 13.1 shall subject to Rule 14, control and manage the affairs of the Association including the day to day management of the BID Programme;
- 13.2 may exercise all such functions as may be exercised by a General Meeting of Members of the Association;
- 13.3 shall fix the amount of subscription which may be in several parts or categories and shall be made on Members or classes of Members for special purposes;
- 13.4 has power to perform all such acts and do all such things as appear to the Executive Committee to be necessary or desirable for the proper management of the affairs of the Association;
- 13.5 shall be responsible for co-ordinating and undertaking any poll in relation to the BID Programme required by the Council to be carried out by the Association.

14. BID BUSINESS

- 14.1 The Executive Committee shall have the sole right and duty to carry out BID Business on behalf of the Association, which includes:
 - 14.1.1 recommending the BID programme and budget to the Annual General Meeting and for approval by the Council;
 - 14.1.2 allocating the BID Funding Grant;
 - 14.1.3 overseeing the spending of approved budgets;
 - 14.1.4 monitoring work progress against approved budgets;
 - 14.1.5 reporting to the Council as required;
 - 14.1.6 any other financial matters relating to the BID Programme.
- 14.2 The Executive Committee shall:
 - 14.2.1 prepare the draft annual budget which will provide the basis for any Targeted Rate for submission to the Council for approval;
 - 14.2.2 approve the quarterly financial statements in relation to the BID Programme and the BID Funding Grant so they may be forwarded to the Council;

15. MEMBERSHIP OF EXECUTIVE COMMITTEE

- 15.1 The Executive Committee shall consist of:
 - 15.1.1 a Chairperson and a Treasurer; who are Full Members of the Association and

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15.1.2 no fewer than three, and no more than nine other persons who may be either Full Members or Associate Members of the Association,

15.1.3 provided that the Executive Committee consists of an uneven number of members

and who have been elected at the Annual General Meeting of the Association pursuant to Rule 16.

15.2 Each member of the Executive Committee shall, subject to these Rules, hold office until the conclusion of the Annual General Meeting following the date of the member's election, but is eligible for re-election.

15.3 In the event of a casual vacancy occurring in the membership of the Executive Committee, the Executive Committee may appoint a Member of the Association to fill the vacancy. Any member so appointed shall hold office, subject to these Rules, until the conclusion of the next Annual General Meeting following the date of the appointment.

16. ELECTION OF CHAIRPERSON, TREASURER AND OTHER MEMBERS TO EXECUTIVE COMMITTEE

16.1 Subject to Rule 5.7.3, Rule 16.8 and Rule 25, nominations of candidates for election as Chairperson and Treasurer and up to seven other members of the Executive Committee:

16.1.1 shall be made in writing, signed by two Members of the Association and accompanied by the written consent of the candidate (which may be endorsed on the form of the nomination); and

16.1.2 shall be delivered to the Secretary of the Association not less than seven days before the date fixed for the holding of the Annual General Meeting at which the election is to take place.

16.2 If no nomination is received for the positions of Chairperson or Treasurer, nominations for the relevant position shall be called for at the Annual General Meeting. If fewer than nine nominations are received for the other nine positions on the Executive Committee, nominations shall be called for at the Annual General Meeting.

16.3 If insufficient further nominations are received to fill all available positions those remaining positions shall be deemed to be casual vacancies. The Executive Committee may appoint members to fill such vacancies.

16.4 If all positions are able to be filled from those nominated and no ballot is required, the persons nominated shall be deemed to be elected.

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- 16.5** If more than one nomination is received for the position of Chairperson or Treasurer, a ballot shall be held. If the number of nominations received for the other nine positions on the Executive Committee exceeds nine, a ballot shall be held.
- 16.6** Any such ballot shall be conducted at the Annual General Meeting in such usual and proper manner as the Executive Committee may direct.
- 16.7** Subject to Rule 24.4, any person or persons may be co-opted by the Executive Committee to join the Executive Committee at any time:
- 16.7.1** for the purposes of a particular project or task; or
- 16.7.2** where the Executive Committee considers that the co-optee, by virtue of the co-optee's expertise and skills, can make a beneficial contribution to the activities of the Executive Committee; or
- 16.7.3** where the Executive Committee considers that the co-optee will assist in ensuring that the composition of the Executive Committee provides a balanced representation of the views of property owners, retail tenants and commercial tenants within the Targeted Rating Area.

Co-opted members of the Executive Committee need not be Members of the Association.

- 16.8** On the adoption of these Rules by the Association, the members of the Executive Committee of the Association who have been elected or appointed to that committee pursuant to the prior Rules of the Association will be deemed to have been elected as members of the Executive Committee pursuant to the preceding provisions of this Rule 16 (but subject to Rule 15.2).

17. DEPUTY CHAIRPERSON AND SECRETARY

- 17.1** The Executive Committee shall appoint one member of the Executive Committee, other than an Officer, as Deputy Chairperson of the Association. In the absence of the Chairperson, the Deputy Chairperson shall be the chairperson for General Meetings and, in the absence of the Deputy Chairperson, Members present shall be entitled to elect a chairperson for the meeting.
- 17.2** The Executive Committee shall appoint the Secretary of the Association who shall be either an employee of the Association or a Member who is not a member of the Executive Committee.
- 17.3** It is the duty of the Secretary to keep minutes of:
- 17.3.1** all elections or appointments of Officers and members of the Executive Committee;

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17.3.2 the names of members of the Executive Committee present at each Executive Committee meeting and General Meeting; and

17.3.3 all proceedings at Executive Committee meetings and General Meetings.

17.4 Minutes of proceedings at a meeting shall be signed by the Chairperson of the meeting or by the Chairperson of the next succeeding meeting.

18. TREASURER

18.1 It is the duty of the Treasurer of the Association to ensure that:

18.1.1 all money due to the Association is collected and received and all payments authorised by the Association are made;

18.1.2 correct books and accounts are kept showing the financial affairs of the Association including full details of all receipts and expenditure connected with the activities of the Association.

19. AUDITOR

19.1 The Auditor shall be appointed by the Association on an annual basis to carry out the functions set out in this Rule.

19.2 No person who is an Officer or a Member may be appointed as Auditor.

19.3 The remuneration of the Auditor shall be fixed by the Association.

19.4 If any casual vacancy occurs in the office of any Auditor appointed by the Association, the Executive Committee shall appoint an Auditor to carry on the duties of the Auditor until the next Annual General Meeting.

19.5 Every Auditor shall be supplied with a copy of the accounts and statements. It shall be the Auditor's duty to thoroughly examine the accounts and statements.

19.6 The Auditor shall be provided with a list of all books kept by the Association and shall at all reasonable times have access to the books and documents of the Association. The Auditor may, in investigating such accounts, examine the Executive Committee or any Officers of the Association. The Executive Committee and Officers of the Association shall at all times render all assistance to the Auditor.

19.7 The Auditor shall provide the Members with a report regarding the accounts and statements. In that report, the Auditor shall state whether, in his or her opinion, the accounts and statements are full and fair accounts and statements containing the particulars required by the Rules, and whether the accounts and statements have been properly drawn up so as to exhibit a true and correct view of the Association's affairs. The report shall be read together with the report of the

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Executive Committee at the Annual General Meeting, and forwarded to the Council.

20. CASUAL VACANCIES

- 20.1** For the purposes of these Rules, a casual vacancy in the office of a member of the Executive Committee occurs pursuant to Rule 15.3 or if the member:
- 20.1.1** dies;
 - 20.1.2** ceases to be a Member of the Association;
 - 20.1.3** is declared bankrupt;
 - 20.1.4** resigns office by notice in writing given to the Secretary;
 - 20.1.5** is removed from office under Rule 21,
 - 20.1.6** becomes of unsound mind or becomes a person who is liable to be dealt with in any way under the law relating to mental health; or
 - 20.1.7** is absent without the consent of the Executive Committee from three consecutive meetings of the Executive Committee.
- 20.2** The Executive Committee may appoint members to fill such casual vacancies as needed, in accordance with Rule 15.3.

21. REMOVAL OF MEMBER OF EXECUTIVE COMMITTEE

- 21.1** The Association in a General Meeting may, by resolution, remove any member of the Executive Committee from office before the expiration of the member's term of office.
- 21.2** Where a member of the Executive Committee to whom a proposed resolution referred to in Rule 21.1 relates:
- 21.2.1** makes representations in writing (not exceeding a reasonable length) to the Secretary or Chairperson; and
 - 21.2.2** requests that the representations be notified to the Members of the Association;

then the Secretary or Chairperson may send a copy of the representations to each Member of the Association. If they are not so sent, the Member is entitled to require that the representations be read out at the meeting at which the resolution is considered.

22. MEETINGS OF EXECUTIVE COMMITTEE, QUORUM AND SPEAKING RIGHTS

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- 22.1** The Executive Committee shall endeavour to meet monthly but in all events shall meet not less than nine times in each period of twelve months, and at such time and place as shall be decided by the Executive Committee.
- 22.2** Additional meetings of the Executive Committee may be convened by the Chairperson or by any member of the Executive Committee.
- 22.3** Oral or written notice of a meeting of the Executive Committee shall be given by the Secretary to each member of the Executive Committee at least 48 hours (or such other period as may be unanimously agreed upon by the members of the Executive Committee) before the time appointed for the holding of the meeting.
- 22.4** Any four members of the Executive Committee constitute a quorum for the transaction of the business of a meeting of the Executive Committee.
- 22.5** No business shall be transacted by the Executive Committee unless a quorum is present within half an hour of the time appointed for the meeting. If a quorum is not present, the meeting stands adjourned to the same place and at the same hour of the same day in the following week.
- 22.6** If at the adjourned meeting, a quorum is not present within half an hour of the time appointed for the meeting, the meeting shall be dissolved.
- 22.7** At a meeting of the Executive Committee:
- 22.7.1** the Chairperson or, in the Chairperson's absence, the Deputy Chairperson shall preside, but if the Deputy Chairperson is absent then any member of the Executive Committee nominated to stand in his/her place shall preside; and
- 22.7.2** the Chairperson and/or such other person who may be acting as chairperson shall have an ordinary vote, and a casting vote, but only to preserve the status quo.
- 22.8** Notwithstanding anything in these rules contained to the contrary, the following persons shall be entitled to receive copies of all agenda, supporting papers and minutes of any meeting of the Executive Committee, and to attend and speak at any meeting of the Executive Committee:
- 22.8.1** one Councillor and one Community Board member, as appointed by the Council from time to time,
- 22.8.2** a BID Liaison Officer, as appointed by the Council from time to time, and
- 22.8.3** the Town Manager employed by the Executive Committee.

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23. DELEGATION BY EXECUTIVE COMMITTEE TO SUB-COMMITTEE

- 23.1** The Executive Committee may delegate to one or more sub-committees (consisting of such Member or Members of the Association, and members of the Executive Committee who have been co-opted in accordance with Rule 16.7, as the Executive Committee thinks fit) the exercise of such of the functions of the Executive Committee as the Executive Committee may decide.
- 23.2** A function which has been delegated to a sub-committee under this Rule may, while the delegation remains unrevoked, be exercised from time to time by the sub-committee in accordance with the terms of the delegation.
- 23.3** Notwithstanding any delegation under this Rule, the Executive Committee may continue to exercise any function delegated.
- 23.4** Any act or thing done or suffered by a sub-committee acting in the exercise of a delegation under this Rule has the same force and effect as it would have if it had been done or suffered by the Executive Committee.
- 23.5** The Executive Committee may, by instrument in writing, revoke wholly or in part any delegation under this Rule.
- 23.6** A sub-committee may meet and adjourn as it thinks proper.

24. VOTING AND DECISIONS

- 24.1** Questions arising at a meeting of the Executive Committee or of any sub-committee appointed by the Executive Committee shall be determined by a majority of the votes of members of that committee present at the meeting and entitled to vote.
- 24.2** Subject to Rule 22.5, the Executive Committee may act notwithstanding any vacancy on the Executive Committee.
- 24.3** Any act or thing done or suffered, or purporting to have been done or suffered by the Executive Committee or by a sub-committee appointed by the Executive Committee, is valid and effectual notwithstanding any defect that may afterwards be discovered in the appointment or qualification of any member of that committee.
- 24.4** No person co-opted to the Executive Committee pursuant to Rule 16.7 may exercise a vote in any Association business and any such person shall not be counted as a member of the Executive Committee for the purposes of determining whether a quorum is present at meetings of the Executive Committee or for determining the number of members of the Executive Committee from time to time.
- 24.5** No person appointed as Secretary to the Executive Committee pursuant to Rule 17.2 may exercise a vote in any Association business and any

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such person shall not be counted as a member of the Executive Committee for the purposes of determining whether a quorum is present at meetings of the Executive Committee or for determining the number of members of the Executive Committee from time to time.

CHAPTER V - GENERAL MEETINGS

25. ANNUAL GENERAL MEETING

The Association shall, at least once in each calendar year, and within the period of six months after the expiration of each financial year of the Association, convene an Annual General Meeting of its Members.

26. ANNUAL GENERAL MEETING - CALLING AND BUSINESS

26.1 The Annual General Meeting of the Association shall, subject to the Act and to Rule 25, be convened on such date and at such place and time as the Executive Committee thinks fit.

26.2 In addition to any other business which may be transacted at an Annual General Meeting, the business of an Annual General Meeting shall be:

26.2.1 to confirm the Minutes of the last preceding Annual General Meeting and of any Special General Meeting held since that meeting;

26.2.2 to receive from the Executive Committee reports on the activities of the Association during the preceding financial year;

26.2.3 to approve the Annual Financial Statements;

26.2.4 to elect members of the Executive Committee; and

26.2.5 to appoint an Auditor.

26.2.6 To consider the BID programme and budget as recommended by the Executive Committee

26.3 For the purposes of section 23 of the Act the Association's financial year shall end on 30 June.

26.4 An Annual General Meeting shall be specified as such in the notice convening it.

27. SPECIAL GENERAL MEETINGS

27.1 The Executive Committee may, whenever it thinks fit, convene a Special General Meeting of the Association.

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- 27.2** The Executive Committee shall, on the requisition in writing of not less than five percent of the total number of Members, convene a special meeting of the Association.
- 27.3** A requisition of Members for a Special General Meeting:
- 27.3.1** shall state the purpose or purposes of the meeting;
- 27.3.2** shall be signed by the Members making the requisition;
- 27.3.3** shall be lodged with the Secretary;
- 27.3.4** may consist of several documents in a similar form, each signed by one or more of the Members making the requisition.
- 27.4** If the Executive Committee fails to convene a Special General Meeting to be held within one month after the date on which a requisition of Members for the meeting is lodged with the Secretary, any one or more of the Members who made the requisition may convene a Special General Meeting to be held not later than three months after that date.
- 27.5** A Special General Meeting convened by a Member or Members as referred to in Rule 27.4 shall be deemed to have been convened by the Executive Committee. Any Member who incurs expense as a result of the Special General Meeting is entitled to be reimbursed by the Association for any expenses so incurred.
- 27.6** The business to be conducted at a Special General Meeting shall be the only business for which the Special General Meeting in question was convened, provided that it is business which can properly be dealt with by Members in General Meeting.

28. NOTICE

- 28.1** Except where the nature of the business proposed to be dealt with at a General Meeting requires a Special Resolution of the Association, the Secretary shall, at least 14 days before the date fixed for the holding of the General Meeting, cause to be served or sent to each Member in the manner specified in Rule 40.1 a notice specifying the place, date and time of the meeting and the nature of the business proposed to be transacted at the meeting.
- 28.2** Where the nature of the business proposed to be dealt with at a General Meeting requires a Special Resolution of the Association the Secretary shall, at least 21 days before the date fixed for the holding of the General Meeting, cause notice to be served or sent to each Member of the Association in the manner provided in Rule 40.1 specifying in addition to the matters required under Rule 28.1, the intention to pass such a resolution as a Special Resolution.
- 28.3** No business other than that specified in the notice convening a General Meeting shall be transacted at a meeting except, in the case of an

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Annual General Meeting, present business which may be transacted pursuant to Rule 26.

- 28.4** A Member desiring to bring any business before a General Meeting may give notice in writing of that business to the Secretary who shall include that business in the next notice calling a General Meeting given after receipt of the notice from the Member.
- 28.5** Prior to and in addition to any notice of General Meeting required to be given in accordance with Rule 28.1 or Rule 28.2, where any business to be transacted at a General Meeting includes the election of any members of the Executive Committee, the Secretary shall also at least 14 days before the final date for nominations (as determined in accordance with Rule 16.1.2) give notice to Members of that final date for nominations. The method of giving such preliminary notice shall be as specified in Rule 40.1.

29. PROCEDURE

- 29.1** No item of business shall be transacted at a General Meeting unless a quorum of Members entitled under these Rules to vote is present.
- 29.2** The quorum shall be the lesser of one-half of the number of Full Members of the Association as at the date of the Annual General Meeting, or 15 Full Members.
- 29.3** If, within half an hour after the appointed time for the commencement of a General Meeting, a quorum is not present, then the meeting shall stand adjourned to the same day in the following week at the time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to Members given before the day to which the meeting is adjourned) at the same place.
- 29.4** If at the adjourned meeting a quorum is not present within half an hour after the appointed time for the commencement of the meeting the members present (being not less than three full members) shall constitute a quorum.

30. PRESIDING MEMBER

- 30.1** The Chairperson shall preside at each General Meeting of the Association.
- 30.2** If the Chairperson is absent from a General Meeting or is unable or unwilling to act, the Deputy Chairperson shall preside as chairperson at that General Meeting, but if the Deputy Chairperson is absent from that General Meeting or is unable or unwilling to act, the Members present shall elect one of their number to preside as chairperson at the meeting.

31. ADJOURNMENT

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- 31.1** The Chairperson of a General Meeting at which a quorum is present may, with the consent of the majority of Members present at the meeting, adjourn the meeting from time to time and place to place. No business shall be transacted at an adjourned meeting other than business left unfinished at the meeting at which the adjournment took place.
- 31.2** Where a General Meeting is adjourned for 14 days or more, the Secretary shall give written or oral notice of the adjourned meeting to each Member of the Association. The notice shall state the place, date and time of the meeting and the nature of the business to be transacted at the meeting.
- 31.3** Except as provided in Rules 31.1 and 31.2, notice of an adjournment of a General Meeting or of the business to be transacted at an adjourned meeting is not required to be given.

32. MAKING OF DECISIONS

- 32.1** Subject to Rules 16.5 and 16.6, a question arising at a General Meeting of the Association shall be determined on a show of hands. Unless a poll is demanded before, or on the declaration of a show of hands, then a declaration by the Chairperson (for example, that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, or an entry to that effect has been entered in the Minute Book of the Association) shall constitute evidence of the outcome of the resolution without proof of the number or proportion of votes recorded in favour of or against that resolution.
- 32.2** At a General Meeting of the Association, a poll may be demanded by the Chairperson or by not less than fifteen Full Members present in person at the meeting.
- 32.3** Where a poll is demanded at a General Meeting, the poll shall be taken:
- 32.3.1** immediately in the case of a poll which relates to the election of the chairperson of the meeting in accordance with Rules 16.1 or to the question of adjournment; or
- 32.3.2** in any other case, in such manner and at such time before the closing of the meeting as the Chairperson directs. Resolution of the poll on the matter shall be deemed to be the resolution of the meeting on that matter.

33. SPECIAL RESOLUTION

A resolution of the Association is a special resolution if:

- 33.1** it is passed by a majority (which comprises not less than sixty percent of such Members of the Association, as being entitled under these Rules so to do), voting in person; and

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- 33.2 the resolution is passed at a General Meeting; and
- 33.3 not less than 21 days written notice of the meeting has been given to Members specifying the intention to propose the resolution as a special resolution.

34. VOTING

- 34.1 Upon any question arising at a General Meeting of the Association, a Member has one vote only (irrespective of whether or not a Member has multiple entitlement to membership of the Association), provided that no Associate Member shall have the right to vote on any issue relating to the BID Funding Grant.
- 34.2 All votes shall be given personally by a Member or, in the case of a Member which is not an individual, by its designated representative notified in accordance with Rule 5.4.
- 34.3 In the case of an equality of votes on a question at a General Meeting, the Chairperson of the meeting is entitled to exercise a second or casting vote, but only to preserve the status quo.
- 34.4 A Member is not entitled to vote at any General Meeting of the Association unless all money due and payable by the Member to the Association has been paid.

CHAPTER VI - MISCELLANEOUS

35. INSURANCE

- 35.1 The Association shall effect and maintain full and proper insurance on all of its assets including a Public Liability Insurance of no less than one (1) million dollars.
- 35.2 In addition to the insurance required under Rule 35.1, the Association may effect and maintain other insurance.

36. FUNDS - MANAGEMENT

- 36.1 Subject to any resolution passed by the Association in General Meeting, the funds of the Association shall be used to pursue the objects of the Association in such manner as the Executive Committee determines.
- 36.2 All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments shall be signed by any two members of the Executive Committee or employees of the Association, being Members or employees authorised to do so by the Executive Committee.
- 36.3 All funds received by the Association remain the property of the Association. The property of the Association is irrevocably dedicated to objects stated in these Rules. No part of the net income or assets of

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the Association shall ever inure to the benefit of any director, officer or Member of the Association or to the benefit of any private persons.

37. ALTERATION OF OBJECTS AND RULES

- 37.1** Subject to the provisions of the Act, Rule 33 and the statement of objects, these Rules may be altered, rescinded or added to only by a Special Resolution of the Association provided that no addition to or alteration or rescission of the Rules shall be effective if it affects the charitable objects, pecuniary benefits or winding up clauses.
- 37.2** None of the Rules of the Association shall be altered in any way without the prior written approval of the Council.

38. COMMON SEAL

- 38.1** The common seal of the Association shall be kept in the custody of the Secretary.
- 38.2** The common seal shall not be affixed to any instrument except by the authority of the Executive Committee. The affixing of the common seal shall be attested by the signatures of two members of the Executive Committee.

39. CUSTODY OF BOOKS AND RECORDS

Except as otherwise provided by these Rules, the Secretary shall keep in his or her custody or under his or her control all records, books and other documents relating to the Association.

40. SERVICE OF NOTICES

- 40.1** For the purposes of these Rules, a notice may be served by or on behalf of the Association upon any Member either personally or by sending it by post, email or facsimile to the Member at the Member's postal or email address or facsimile number shown in the register of Members.
- 40.2** Where a document is sent to a person by:
 - 40.2.1** properly addressing, prepaying and posting to the person at the address specified in the register of Members a letter containing the document, the document shall be deemed for the purposes of these Rules to have been served on the person at the time at which the letter is posted;
 - 40.2.2** facsimile to the facsimile number specified in the register of Members, the document shall be deemed for the purposes of these Rules to have been served on the person at the time of transmission (as recorded on the sender's facsimile answer back system); and

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40.2.3 email to the email address specified in the register of Members, the document shall be deemed for the purposes of these Rules to have been served on the person at the time of sending (as confirmed by the sender's email system).

41. WINDING UP

- 41.1** Should the dissolution of the Association be deemed necessary, then two meetings must be held in accordance with section 24 of the Act. The first meeting shall be called to pass a resolution to wind up the Association and must be carried by a majority of valid votes. The second meeting must be called (not earlier than 30 days after the first meeting) to confirm the resolution to be passed.
- 41.2** Once debts and liabilities of the Association have been discharged any excess BID Funding Grant funds will be transferred to the Council to be applied towards any purpose for which the Targeted rate was levied.
- 41.3** If, upon the winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, and any payment in terms of Rule 41.2, any property whatsoever, the same shall not be paid or distributed among the members of the Association. Such remaining property shall be given or transferred to some other charitable organisation or approved non-profit body within New Zealand having objects similar to the objectives of the Association. In the event of the Executive Committee being unable to decide, the remaining assets are to be distributed as a Judge of the High Court of New Zealand directs.

SIGNED by the Association by three of its Members, pursuant to Section 21 of the Incorporated Societies Act 1908:

Signature

Name

Office (if Office-holder)

Signature

Name

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Office (if Office-holder)

Signature

Name

Office (if Office-holder)

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