

From: [Official Information](#)
To: 7(2)(a)
Cc: [Official Information](#)
Subject: Final Response - LGOIMA 291157 - Phantom Bill Stickers and the council-owned notice boards
Date: Monday, 9 January 2023 11:18:27 am
Attachments: [image001.png](#)
[Attachment 1 - Phantom Bill and HCC - Signed Agreement Redacted.pdf](#)
[Attachment 2.pdf](#)
[Attachment 3 - Libraries - Booking a Community Display Board.pdf](#)

Kia Ora,

I refer to your **information request below**, Hamilton City Council is able to provide the following response.

Your Request 1:

Could I please have any documents and information relating to decisions by council and contracts related to Phantom Bill Stickers.

Our Response 1:

Hamilton City Council has a contract with Phantom Billstickers to deliver poster services – please see Attachment 1. This contract outlines the terms of the agreement and the costs to Council.

As of November 2022, Visitor Destinations have used Phantom Bill Stickers to promote our Summer in the City campaign, Our Moon exhibition and Ancient Egyptian Garden opening. We are also in the process of using Phantom Bill Stickers to promote the upcoming Wildlife Photographer of the Year exhibition. Please see Attachment 2 which details the purchase order numbers, date, description of work, locations, artwork and costs for our work with Phantom Bill Stickers

H3 Venues last utilised Phantom Bill Stickers for a public event promotion campaign in 2019.

Your Request 2:

As well as any documents related to council decisions to remove or sell the rights to community, or public spaces/bollards used for putting up posters or notices.

Our Response 2:

We are not aware of any Committee or Council decisions related to this. The agreement has been signed by General Manager Strategy and Communications Group and is managed at an operational level.

Please see Attachment 3 for our Promapp process for booking community noticeboards which outlines our guidelines for what we will accept. We do not have a formal policy.

Your Request 3:

Details about council-owned notice boards, bollard or other spaces for posters or notices from the community. How many, and where they are in the city.

Our Response 3:

Hamilton City Council does not hold details on the exact locations of council-owned notice

boards, bollard or other spaces for posters or notices from the community, as there are various locations around the city depending on who we are trying to target. As such, this aspect is being refused as per S 17(e) of LGOIMA – this information does not exist.

However, we do note the following locations:

- Hamilton Gardens: Previously had a noticeboard in the foyer area of Hamilton Gardens Pavilion (opposite the wood sculpture) which the public could put flyers up on (free of charge). This was removed for painting and has not been reinstalled.
- I-site: The i-SITE does display, free of charge, some event posters such as HCBA promotions and events, Ticketek events etc. The i-SITE also has a paid brochure service and also manages the free brochure stands at Hamilton Gardens and Waikato Museum.
- Libraries: We have 6 noticeboards (2 at Central, 1 at Community Libraries exc Chartwell).

The Events and Engagement team manage 5 cross street banner sites on behalf of the Council. These sites can be booked by the community to display their event marketing – information on the sites and the process for booking can be found on the [Hamilton City Council website](#)

Council is also the owner (by way of venue ownership) of building banner space at Claudelands Event Centre and Founders Theatre. However, this is for commercial/event banners, rather than public notices/banners. H3 venues also has a range of signage space across all venue spaces including FMG Stadium Waikato and Seddon Park for venue based event marketing and event information.

Please note that we have had to withhold some information from the documents which we are releasing in response to your request. We have applied digital black redactions over the withheld information and have supplied the code to identify the section of the Local Government Official Information and Meetings Act 1987 (LGOIMA) which we are relying on. We have withheld information on the basis that it is necessary to:

- protect the Privacy of natural persons per s 7(2)(a) LGOIMA
- protect information where if made available it would be likely unreasonably to prejudice the commercial position of the person who supplied the information per s 7(2)(b)(ii) of LGOIMA

You have the right to seek an investigation and review by the Ombudsman of this decision. Information about how to make a complaint is available at [www.ombudsman.parliament.nz](#) or freephone 0800 802 602.

Kind Regards,

Laura | Official Information Coordinator
Governance & Assurance Team | People and Organisational Performance
Email: officialinformation@hcc.govt.nz

Hamilton City Council | Private Bag 3010 | Hamilton 3240 | [Hamilton City Council](#)

From: noreply@hamilton.govt.nz <noreply@hamilton.govt.nz>

Sent: Thursday, 3 November 2022 1:43 pm

To: Official Information <officialinformation@hcc.govt.nz>

Subject: [Mass email/Possible SPAM] OIA Request - HCC-OIA-221103-EVAD1



We've received a request for you.

This request was received on 03 November 2022 @ 1:43PM.

Here's your reference number and the request details:

UUID

HCC-OIA-221103-EVAD1

Name

7(2)
(a)

Email

7(2)(a)

Phone number

7(2)(a)

Detailed description of request

Kia ora

1. Could I please have any documents and information relating to decisions by council and contracts related to Phantom Bill Stickers.

2. As well as any documents related to council decisions to remove or sell the rights to community, or public

spaces/bollards used for putting up posters or notices.

3. Details about council-owned notice boards, bollard or other spaces for posters or notices from the community. How many, and where they are in the city.

Ngaa mihi

7(2)
(e)

Organisation

Attachments

Created

03 November 2022 @ 1:43PM

If you have any questions in the meantime, feel free to call us on [\(07\) 838 6699](tel:(07)8386699) or [email our customer service team](#).

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Hamilton City Council
260 Anglesea Street
Hamilton 3204

POSTER BOLLARD AGREEMENT

(third revision)



&

Phantom Bill Stickers Ltd.



AGREEMENT dated the 1st day of June 2022

PARTIES

1. HAMILTON CITY COUNCIL (the "Council")
2. PHANTOM BILL STICKERS LIMITED (the "Company")

BACKGROUND

- A The Company owns and has maintained and managed the existing Bollard and advertising display sites in Hamilton. The Company will provide cost effective and, in certain cases, free media space advertising for community groups, the arts, sporting events, and similar type events.
- B Subject to compliance with all the terms of this Agreement as they apply to the Company, the Company has exclusive rights to manage and place posters on the Bollards.
- C The Council and the Company now wish to enter into this Agreement defining these terms and conditions.

IT IS AGREED AS FOLLOWS:

SECTION A:

1. License and Consent to Poster

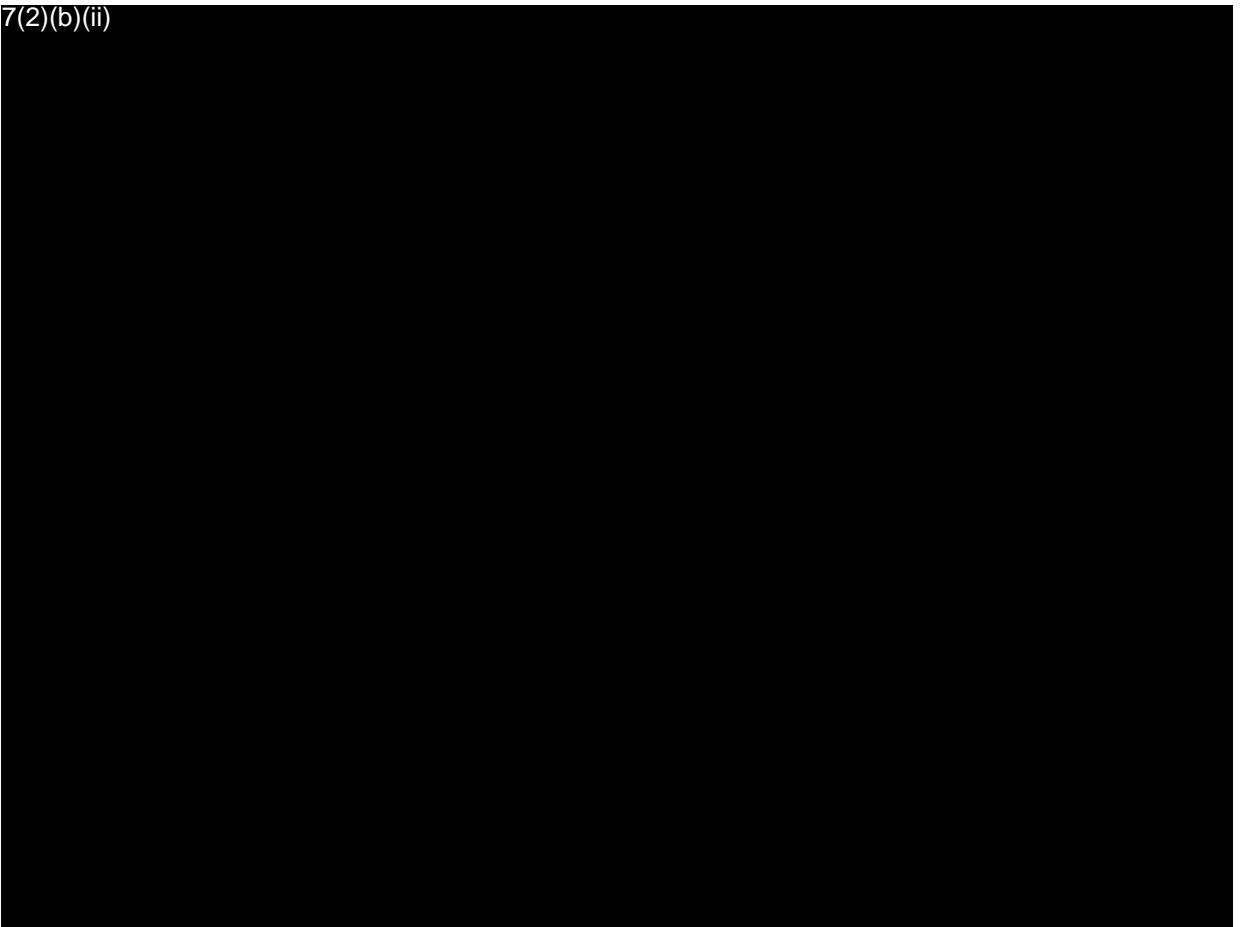
- 1.1. In consideration of the obligations on the Company under this Agreement, the Council shall grant to the Company a license on the terms and conditions set out in this Agreement for the sites on which the existing Bollards and Advertising Display Sites are erected; and
- 1.2. In respect of the license, it is agreed that:
 - (i) Council will not interfere with the Company's reasonable use and enjoyment of the Site(s) during the term of this Agreement so long as the terms of this agreement are complied with; and
 - (ii) Council takes no responsibility for loss or damage to the Bollards and Pole Poster Holders which are to occupy the Site(s), unless the loss or damage is the direct result of any act, omission or failure of the Council or its Subcontractors.
- 1.3. The Company covenants:
 - (i) to use the Site(s) for the purposes defined in this Agreement and for no other purpose;
 - (ii) The Company will have a Public Presence by maintaining a Call Centre and Website to enable the public to contact the Company. The Company will supply Council with these details to enable Council to pass the details on to the public.
 - (iii) not to assign the benefit of the license for use of the Site(s) or to grant any

sublicence for use of the Site(s) except as provided for under the terms of this Agreement.

- (iv) On each bollard or poster display, outside the poster area but easily visible, the Company will place signage that clearly identifies Phantom Billstickers Ltd stating the Company's name so that members of the public may notify the Company for maintenance needs or advertising inquiry
 - (v) to comply with all statutes, regulations and ordinances regarding the provision of the Company's services and the use of the Site(s) for that purpose;
 - (vi) to keep the Council indemnified against any claims for liability for damage, loss or injury which may occur to the Site(s), the Company or to any other person; and
 - (vii) on expiry or termination of the license for each Site, to ensure that the Site(s) are left in the condition required by the terms and conditions of this Agreement.
- 1.4. The legal ownership of the land remains with the Council and the Company acknowledges it has no right to caveat the property.

2. License fee

7(2)(b)(ii)



3. Sites

The Parties agree that the Company will initially only manage the existing Bollard and advertising display sites. However, if the Company believes there is a need for more Bollards or, then they may make an application to the Council on the basis set out in Schedule 1.

4. Advertising - Target Market/ Community Support Target Market

4.1. The Company shall ensure that during the term of this Agreement it provides the target market reasonable access to advertise on the Bollards.

- (i) Arts
- (ii) Entertainment,
- (iii) Tourism
- (iv) Events
- (v) Public information
- (vi) Enhancement of the environment
- (vii) Health, sports and education
- (viii) Local business and enterprise
- (ix) and other purposes which are acceptable and approved in writing by the Council

4.2. The description of the target market may be amended from time to time. Any such

amendment must be agreed to between the parties. The Company's agreement to any such amendment shall not be unreasonably withheld. The Council's agreement to any such amendment shall be at its absolute discretion. Any such change shall not be effective until recorded in writing and signed by both parties

- 4.3. The Company will ensure that the level of advertising charges on Bollards enables the target market to have reasonable access to cost- effective advertising. The Company agrees that it shall only increase its advertising charges if Council approves.
- 4.4. Community Support - 15% Allocation and Community focus

7(2)(b)(ii)



5. Exclusivity

The Council grants to the Company the exclusive right to place advertisements on all Bollards and display sites owned by Phantom Billstickers in Hamilton City on land owned by the Council, subject to the qualifications herein contained, or any provision at law.

6. Advertising

- 6.1. The Company has exclusive right to advertise on the Bollards it has legally installed. All revenue obtained from advertising on its Bollards during the term of this Agreement shall be to the account of the Company.

- 6.2. The following terms and conditions shall apply to advertising on Bollards:
- (i) it shall be the Company's responsibility to carry out all functions associated with advertising.
 - (ii) the Company's exclusive rights to advertise on its Bollards are subject to the terms and conditions of this Agreement; and the Council may require the removal of any advertising that in the Council's opinion affects traffic safety or brings Hamilton City Council into disrepute. In such cases, the Company will not be compensated by the Council for any loss in revenue from the removal of such advertising.
 - (iii) the Council consents to the Company advertising events outside of Hamilton provided Hamilton based events are given priority.
- 6.3. The following advertising shall not be permitted:
- (i) advertising of tobacco and tobacco related products.
 - (ii) advertising containing words or images of a pornographic nature, or which would be deemed by the censor of the Indecent Publications Tribunal to be inappropriate.
 - (iii) advertising which would be deemed by the Race Relations Conciliator to be culturally insensitive or in any manner offend the principles of the Human Rights Act 1993.
 - (iv) advertising which the Commissioner of Children would find inappropriate because of the detrimental effect or exploitation it portrays of young people.
 - (v) advertising which the Privacy Commissioner would find inappropriate, or which would offend the principles of the Privacy Act 1993.
 - (vi) advertising which promotes or condones drink driving.
 - (vii) advertising targeted at promoting and/or encouraging underage drinking of alcohol but not limited to, the advertising of any product containing alcohol on any Bollards within 200 metres of any primary, intermediate or secondary school.
 - (viii) advertising that promotes the commercial sex industry; and
 - (ix) any type of advertising that is false or misleading, which promotes unlawful or illegal goods, services or activities, or which is otherwise unlawful, offensive or obscene, as determined by the Council.
- 6.4. Any non-permitted material displayed or placed on any Bollards shall be removed as required by notification by the Council. Failure to do so within 24 hours of notification will entitle the Council to remove the material. Any costs incurred by Council for the removal of such material shall be payable by the Company to the Council.

7. Maintenance and Presentation

- 7.1. The Company shall, at its sole cost, repair and maintain all Bollards in a clean and tidy condition.
- 7.2. In maintaining the Bollards, the Company shall:

- (i) keep each Bollard clean of graffiti.
 - (ii) as and when required to maintain both use and appearance of the Bollard to remove all posters from all parts of the Bollard.
 - (iii) out-of-date posters will be removed or covered including advertising for events/concerts that have passed for more than 14 days.
 - (iv) no more than 5 such out-of-date posters will be covered over before these posters must be removed or the thickness of the out-of-date posters covered over exceeds 20 mm, whichever is the lesser.
 - (v) all poster sites shall be kept in a clean and tidy condition, by the removal or reattachment of all tattered and/or peeling posters, to the satisfaction of a Council Compliance Officer.
 - (vi) all out-of-date posters will be disposed of in a manner that does not leave any residual material within a 30-metre radius of the vicinity of the poster board, by the poster company who owns/operates the poster site.
 - (vii) Instigate repairs to any structural damage (howsoever caused) to any Bollard within 48 hours of receiving notice of the damage.
 - (viii) where any damage to a Bollard creates a hazard, remove that hazard and make the Bollard safe within 24 hours of receiving notice of the damage, so far as is practical.
 - (ix) Cordon or barrier off a bollard that creates a hazard within 4 hours of receiving notice of the hazard
 - (x) use its best endeavors to ensure that the Bollards do not become a danger to members of the public; and
 - (xi) Always ensure that the use of the Bollards does not interfere with any utility operators' assets or Council assets.
- 7.3. Where the maintenance of a Bollard is likely to affect the traffic flow (including both vehicular and pedestrian traffic), the Company shall submit to Council for Council's approval a traffic plan defining how traffic flows will be impeded and how that will be dealt with under the traffic plan. All costs associated with any traffic control required as a result of repairs and maintenance to any Bollard shall be borne entirely by the Company.
- 7.4. In the event the Company fails to comply with the maintenance requirements, the Council may undertake such maintenance and/or repair work and shall notify the Company of the cost incurred by Council in undertaking such work. The Company shall reimburse the Council for any costs incurred by Council in this regard. Such costs shall be payable immediately upon receipt by the Company of notification of the amount of such costs
- 7.5. Should the Company fail to comply with any of the maintenance requirements of this Agreement, the Council may give written notice of any failure on the part of the Company to comply with those requirements and specify a reasonable time period in the notice for the Company to remedy the failure set out in the notice. Should the Company fail to remedy the failure recorded in the notice then, without prejudice to Council's other rights and remedies, expressed or implied, the Council may, by its employees and/or companies, carry out such maintenance the Company has failed to

do under this Agreement. Any costs expended by the Council in executing such maintenance will be payable by the Company to the Council upon demand.

8. Partnering

8.1. Both parties agree to work together on a basis that enables the following:

- (i) prompt and constructive communication and a problem-solving approach between the Parties.
- (ii) ensuring that the Agreement operates smoothly.
- (iii) exploring opportunities to deliver mutual benefits to the Parties under this Agreement.
- (iv) facilitating the prompt and constructive resolution of disputes.

8.2. Provision of Information

The Company must provide the information as set out in this Agreement. If the Company requests the Council in writing, subject to the provisions of LGOIMA, 1987, the Council will provide the Company with any further information or documents held by the Council which can reasonably be considered to be relevant or of assistance to the Company in the performance of the Services provided the provision of such information does not cause any conflict with the Council's statutory or other contractual responsibilities.

9. Bi-annual Meetings

9.1. The Company and Council (through their representatives) shall meet regularly (as a minimum once every six (6) months) to discuss and ensure that the Company is delivering the Services in compliance with:

- (i) elements of this Agreement regarding the quality of the Services to be provided.
- (ii) health and safety requirements under clause 11.11 of this Agreement; and
- (iii) the scope of Services, including but not limited to:
 - (a) reliability and timeliness in provision of the Services.
 - (b) overall management of provision of the Services.
 - (c) customer service and public relations.
 - (d) compliance with confidentiality requirements.
 - (e) accuracy in all documentation and verbal communications.
 - (f) complaints procedures; and
 - (g) reporting procedures.

10. Representatives

Company

- 10.1. The Company shall at all times during the term of this Agreement appoint a competent person acceptable to the Council to be the Company's Representative. The Company's Representative shall be authorised to receive all directions and instructions including partnering meetings in accordance with clause 7 in connection with the Company's provision of the Services.
- 10.2. The Company's Representative shall be contactable by the Council during business hours by telephone, mobile telephone, facsimile, or other suitable communication device. The Company's Representative shall be contactable by the Council after business hours by mobile telephone.
- 10.3. The Company may appoint a replacement Company's Representative with the Council's written consent and such consent will not be unreasonably withheld.
- 10.4. The Council may at any time by notice in writing to the Company object on reasonable grounds to the continuance of any person as the Company's Representative. The Council's notice shall state the grounds upon which the objection is based. The Company shall, subject to clause 9.3 as soon as practicable, appoint a replacement person to that position.

Council's Representative

- 10.5. The Council shall at all times during the term of this Agreement appoint a competent and authorised representative to be Council's Representative. The Council's Representative is authorised by the Council to give and receive all directions and instructions in connection with the Services on behalf of the Council. As at the date of this Agreement the Council's Representative is the party referred to in clause 21.15.
- 10.6. The Company and the Company's Representative shall at all times liaise with this person with regard to any aspects of this Agreement.
- 10.7. The Council may replace the Council's Representative at any time by providing notice to the Company in writing.

11. Term of Agreement

11.1. Initial Term

This Agreement commences on the Commencement Date for a term of three (3) years and, subject to clause 11.2, ends on the Expiry Date or earlier termination in accordance with this Agreement or by operation of law.

11.2. Renewal

Subject to all the terms of this agreement being complied with, the Company shall, upon the expiration of the Initial Term, have the option to renew this Agreement for a further term of two (2) years from the Renewal Date. The renewed Agreement will be upon and subject to the terms and conditions contained in this Agreement except for this right of renewal.

Prior to any renewal being granted:

- (i) the Company shall request the renewal in writing no more than twelve (12) months and no less than six (6) months prior to the expiration of the Term.

- (ii) the Company must not be, at the expiration of the Term, in breach of any term or condition of this Agreement or any other contract between the Company and the Council.
 - (iii) the Company has promptly and fully observed and adhered to the terms of this Agreement.
- 11.3. The Parties agree that the Council shall only be required to grant extensions of term of this Agreement if it be satisfied, on reasonable grounds, that what it sought to achieve by granting a license in the first place has and continues to be met.

SECTION B - GENERAL

12. Company's Obligations

- 12.1. The Company shall comply with all reasonable directions given by the Council's Representative.
- 12.2. The Company shall provide all equipment, tools, materials and supplies required to perform the Services unless otherwise specified in this Agreement.
- 12.3. Personnel
 - (i) The Company shall ensure that all its Personnel when providing the Services have a neat and tidy appearance. All Personnel shall wear identification, clearly displayed, that they are employed or contracted by the Company.
 - (ii) The Company shall ensure that the Personnel conducting the Services conduct themselves in a proper manner so that they do not bring either the Company or the Council into disrepute. If the Council is concerned as to the conduct or appearance of any Personnel, the Council will provide particulars of its concerns to the Company. The Company shall immediately ensure its Personnel satisfy the Council's standards and requirements. If the Company is not able to satisfy the Council, the Company shall withdraw those Personnel not meeting Council's standards from carrying out the Services until the Council is satisfied those Personnel concerned will, in future, meet the Council's standards and requirements.
- 12.4. The Company shall in providing the Services co-operate, at its sole cost, with the Council, its employees, Council's contractors and third-party utility operators.
- 12.5. The Company shall comply with all applicable legislation including but not limited to, all Hamilton City Council bylaws and Council's corporate policies that establish the standards and parameters within which it requires the Services to be performed.
- 12.6. Reporting
 - (i) The Company shall provide the Council with the reports and keep such other reports and records that the Council may consider relevant and as advised by the Council in carrying out the Services and deliver these to the Council at the time(s) and frequency specified by the Council.
 - (ii) The Company shall ensure all reports and other information required to be provided under this Agreement are submitted in a timely manner.
- 12.7. The Company shall comply with all reasonable quality assurance standards of the Council where notified by the Council to the Company in writing (to the extent that such

standards are not contrary to any express provisions of this Agreement).

12.8. Consents

- (i) The Company shall obtain all necessary consents and permits to carry out the Services. The Company shall meet the costs of all consents and the cost of complying with any conditions of any consent.
- (ii) Should the Company fail to meet any conditions or pay the cost of any consents, the Council may meet such conditions and costs. The Parties shall prior to incurring any costs discuss the work required, the basis of the fee and reach agreement as to what is appropriate prior to the work being undertaken. Any costs incurred by Council in that regard shall be paid by the Company to Council immediately upon receipt by the Company of written request for payment. Any costs or expenses incurred by Council under this clause shall be a debt due and owing from the Company to the Council.

12.9. Audit and monitoring of Services

- (i) The Company is responsible for monitoring the quality of the Services provided under this Agreement and its compliance with the requirements of this Agreement.
- (ii) The Council may monitor and audit the performance of the Company from time to time. An audit may take the form of spot checks and/or a more formal audit. The objective of such an audit shall be to ascertain the level of compliance by the Company with the requirements of this Agreement, with a particular focus on the quality of the Service. The Council will give the Company reasonable notice if a formal audit is to be undertaken. The Company will make available all reasonable information requested by the Council for any formal audit.
- (iii) Where, as a result of any audit undertaken by the Council, the Council is not reasonably satisfied that the Company is adequately performing any aspect of the Services the Council may inform the Company of its concerns and request by written notice that the Company remedy any part of the Services not being adequately provided.
- (iv) If the Company does not comply with the terms of the written notice and rectify the Services provided within twenty (20) working days or such greater time period as is stated in the notice issued under clause 11.9(iii), then the Council may terminate this Agreement.

12.10. Subcontractors

The Company may engage subcontractors as necessary to carry out part of the Services under this Agreement. The engagement of the subcontractors shall be notified in writing by the Company to the Council and The Company will be responsible for the payment of the subcontractors' fees.

12.11. Health and Safety

- (i) The Company will comply with its obligations and ensure that its subcontractors comply with their obligations under the HSE Act and all regulations made under the HSE Act and all approved codes of practice under section 20 of the HSE Act.
- (ii) The Company shall appoint a single person as the Safety Officer for the Services. The Safety Officer shall be the primary point of contact on all health

and safety matters. The Company will give written notice of the name and contact arrangements for the Safety Officer to Council's Representative.

- (iii) The Company shall prepare a written health and safety plan for the Agreement. The health and safety plan will address how the Company will comply with the HSE Act and its health and safety obligations under this Agreement. The Company will maintain the plan and ensure that it is comprehensive and takes into account any changes in the HSE Act and any regulations made under the HSE Act.
- (iv) The Company will provide a copy of its health and safety plan to the Council within ten (10) Working Days of Council requesting to see the plan. The Company will provide any updates or revisions of the health and safety plan to the Council within ten (10) Working Days of making any such changes.
- (v) The Company shall incorporate the following into its health and safety plan together with all other matters that are required to be covered in the plan in order to comply with its obligations under this Agreement:
 - (a) the prior identification and assessment of hazards arising in connection with the Services and the steps proposed to isolate and minimise significant hazards.
 - (b) procedures for the identification and management of new hazards arising during the carrying out of the Services.
 - (c) procedures for the management of safety in relation to the Services and this Agreement generally, including the allocation of responsibility between the Company's Personnel.
 - (d) procedures for ensuring that the Company contracts with subcontractors having the required health and safety competence, that the subcontractor's activities are coordinated with the activities of their companies and persons in the areas in which the Services are undertaken, that all subcontractors have proper safety plans and will comply with the requirements of the HSE Act and this Agreement.
 - (e) the need for and provision of correct protective equipment and training and the use of protective equipment if necessary.
 - (f) standard work procedure methodologies to minimise hazards.
 - (g) emergency procedures.
 - (h) the training and supervision of the Company's Personnel engaged in carrying out the Services.
 - (i) the audit and inspection of the Company's health and safety procedures to ensure compliance with the safety requirements of the HSE Act and this Agreement.
 - (j) the promotion of health and safety principles and encouragement of commitment to health and safety by the Company's Personnel.

- (vi) The Company shall:
 - (a) maintain a register for accident and serious harm.
 - (b) investigate accidents and identify their cause.
 - (c) ensure that all persons under the Company's control are appropriately supervised.
- (vii) The Company will implement and carry out an audit and inspection as shall be required to ensure compliance by all its Personnel with the Company's health and safety plan and compliance with the Company's obligations under this Agreement.
- (viii) The Company shall give to the Council a copy of any report which the Company is required to make to a public authority on any accident which is associated with the provision of the Services and results in the need for a person to obtain medical attention.
- (ix) The Company indemnifies and shall keep indemnified the Council against all costs, damages, loss and expenses incurred or suffered by the Council arising out of any breach by the Company of the requirements of this clause of this Agreement.
- (x) The Council may itself or through an agent audit the Company's compliance with its health and safety procedures and obligations under the HSE Act and this Agreement at the Council's expense.
- (xi) The Company will cooperate with the Council in any audit undertaken by the Council or its agents. The Company will allow the Council or its agent access to all aspects of the Services, to carry out such audits.

12.12. Council's Facilities

The Company and its Personnel shall not use any Council facilities unless permitted under this Agreement or with the prior written consent of the Council's Representative.

13. Alteration and Additions

The Company shall not carry out any alterations or additions to any Company owned Bollard or Display Site that moves the Bollard or Display site, requires alteration or penetration of a building envelope or ground work on Council owned land without prior written consent from Council. Consent by Council under this clause shall not be consent by the Council as a regulatory body, and any consents required under the Building Act 2004, the RMA 1991, or any other legislation, shall be obtained separately by the Company. The costs of any consents, alterations and additions to the Bollards are to be borne by the Company, other than where a request for alterations or additions is made by the Council in which case the Council will be responsible for the cost of the same.

14. Dispute Resolution

14.1. Without limiting the application of the clauses below relating to dispute resolution, in the event of a dispute, disagreement or difference of opinion ("Dispute") arising under the Agreement, as to:

- (i) the meaning or application of any part of the Agreement; or
- (ii) any other matter touching or concerning the Agreement.

the Parties shall actively and openly endeavour to amicably settle such Dispute themselves, with a view to achieving prompt resolution.

14.2. Notice of Dispute

A party claiming that a Dispute has arisen must give written notice to the other party, specifying the nature of the Dispute. On receipt of such a notice, the Parties shall endeavour to resolve the Dispute amicably and expeditiously using informal Dispute resolution techniques agreed by them.

14.3. Referral to senior management

- (i) If the Parties are unable to settle a Dispute amicably under clause 13.2 By conference or negotiation, either party may issue a notice referring the Dispute to the senior management of the Parties to resolve.
- (ii) Within ten (10) Working Days of service of such a notice, senior management representatives of each party shall meet and attempt to resolve the Dispute. Any resolution shall be unanimous, recorded in writing and binding when signed by both Parties.

14.4. Referral to mediation

If the senior management representatives either fail to meet or fail to resolve a Dispute within ten (10) Working Days of its referral to them, or where neither party requires referral to senior management within twenty (20) Working Days of the giving of notice of a Dispute under clause 13.2, either party may at any time subsequently by notice in writing to the other require the Dispute to be submitted to mediation.

14.5. Mediation

If any Dispute is submitted to mediation under clause 13.5, the following shall apply:

- (i) the mediation shall be conducted by a single mediator.
- (ii) the Company and the Council shall endeavour to agree on a mediator.
- (iii) If the Company and the Council cannot agree on a single mediator within five (5) Working Days of service of notice of intention to commence mediation, either party may request the President of the Arbitrators and Mediators Institute of New Zealand Incorporated to appoint a sole mediator.
- (iv) the mediator shall discuss the matter with the Company and the Council (separately or jointly as the mediator may determine and endeavour to resolve the Dispute by agreement).
- (v) all discussions in the mediation shall be without prejudice and shall not, save in the case of proceedings to enforce settlement concluded by mediation, be referred to in any later proceedings; and
- (vi) the Company and the Council shall bear their own costs in mediation and shall pay the cost of the mediator in equal shares.

14.6. Arbitration

If the parties cannot resolve the Dispute by mediation, then either party may by written notice to the other refer the Dispute to arbitration in accordance with the Arbitration Act 1996 on the following terms:

- (i) a single arbitrator shall be appointed.
- (ii) If the parties fail to agree on an arbitrator, then the President of the Arbitrators and Mediators Institute of New Zealand Incorporated shall appoint the arbitrator.
- (iii) the place of arbitration shall be Hamilton.
- (iv) no person who has participated in an informal Dispute resolution of the Dispute shall act as arbitrator.
- (v) the arbitrator will proceed promptly to deliver an award. The parties shall cooperate fully in this respect.
- (vi) the parties agree that the arbitrator's decision shall be final and binding; and
- (vii) the Company and the Council shall bear their own costs in arbitration and (in the absence of an arbitrator's award to the contrary) shall pay the costs of the arbitrator in equal shares.

14.7. Performance of obligations

Pending the settlement of any Dispute, the parties shall continue to perform all their obligations under the Agreement except neither party shall be obliged to pay any money which is the subject of the Dispute.

14.8. Compliance with Dispute resolution regime

A party to the Agreement may not commence any court or arbitration proceedings relating to a Dispute unless it has complied with the clauses above relating to Dispute resolution (except where the party seeks urgent interlocutory or injunctive relief).

15. Relocation and Removal

15.1. If in the Council's opinion a Site on which a Bollard is installed is no longer able to be used due to:

- (i) safety issues; or
- (ii) road works or road widening; or
- (iii) works in respect of any public utilities or services.

Then, the Council may give the Company notice requiring it to remove the Bollard from the affected Site and make good all resulting damage within the time period specified in the notice (such time period to be reasonable in the circumstances).

15.2. Where the Council requests the Company to remove or relocate a Council- owned Bollard, the cost of doing so shall be borne by the Council.

15.3. No compensation shall be paid for any loss or damage to any Bollard including loss of advertising revenue as a result of the removal and relocation.

- 15.4. The Company may from time-to-time request Council's approval to relocate a Bollard. Any request to relocate a Bollard must be in writing. The Company shall not relocate a Bollard until it has obtained prior written approval. The cost of removal and installation of a Bollard shall be borne entirely by the Company.
- 15.5. Removal and/or relocation of Bollards will be undertaken in accordance with the terms of this Agreement.
- 15.6. Where a Bollard has been removed from any Site, the Company shall, at its sole cost, reinstate any damage that has occurred as a result of the removal and reinstatement of the area of the Site to the same condition as the surrounding area provided that where a Bollard has been removed at Council's request, the Council shall pay the cost of reinstatement of the Site.
- 15.7. Notwithstanding any of the provisions of this clause (Clause 14) Council may, if it chooses to, remove, relocate or undertake any work in respect of bollards it owns, using its own preferred contractor.

16. Emergency situations

- 16.1. If by reason of accident, failure or other event occurring to or in connection with the Bollards, and if the Company's Representative cannot be contacted or is unwilling or unable to act in time to secure the Bollards, the Council may, on behalf of the Company, take such emergency action as the Council's Representative considers necessary. The Company shall be entitled to take control of such operations as soon as it is willing and able to do so.
- 16.2. If the emergency action involves work which the Company was liable to do at its own cost under this Agreement, the reasonable cost of that work shall be recoverable from the Company by the Council. As soon as practicable after the taking of the action, the Council shall notify the Company of the emergency, and thereafter confirm in writing its extent and cost.
- 16.3. The taking of any emergency action by the Council shall not relieve the Company of any of its obligations under this Agreement.

17. Liability Indemnity

The Company shall indemnify Council for any damages, costs, loss or expense incurred by the Council to the extent that damage, cost, loss or expense is caused by any breach by the Company of any of its obligations or warranties under this Agreement or as a direct result of any other act, error, or omission on the part of the Company and provision of the Services. The Company's liability to indemnify the Council shall be reduced proportionately to the extent any act or omission of the Council or its employees, agents or other Companies of the Council contributes to the damage, cost, loss or expense.

18. Insurance

18.1. Contract works insurance

- (i) The Company shall ensure that any contractor engaged to carry out physical works under the Services effects insurance for the contract works together with insurance for materials in the care or possession of the contractor.
- (ii) The sum insured for contract works shall not be less than the total cost of each new Bollard and cost of installation and/or relocation of Bollards.

18.2. Public liability insurance

18.3. The Company shall affect public liability insurance for at least the sum of **S 7(2)(b)(ii)** **S 7(2)(b)(ii)** for any one claim or series of claims arising out of the same occurrence with no limit on the total number of occurrences payable.

(i) All public liability insurance effected by the Company must cover liability for loss or damage to any property, injury or death or illness to any person occurring anywhere in New Zealand arising out of the performance of the Services.

18.4. General insurance requirements

(i) All insurances required by this Agreement:

(a) shall be affected with reputable insurers acceptable to the Council and on terms approved by the Council. The Council's acceptance and approval shall not be unreasonably withheld.

(b) shall be in effect prior to the Company commencing the Services.

(c) must continue in force until expiry or earlier termination of this Agreement; and

(d) shall provide that:

- if a claim is made and accepted, the amount of cover shall automatically be reinstated to the full cover required by this Agreement.

- the insurance shall not be cancelled for non-payment of premiums without prior notification by the insurer in writing to the Company; and

- Default by an insured does not prejudice the rights of the other insured parties.

(ii) The Company shall if requested by the Council provide to the Council verification from the insurer that the insurance required by this Agreement is inforce.

(iii) The Company shall notify the Council in writing of any change to the status of any insurance required under this Agreement within five (5) Working Days of becoming aware of the change.

(iv) If the Company fails to arrange or keep in force any insurance required by this Agreement, the Council may after notifying the Company in writing, arrange or keep in force the insurance. The Council may pay any premium due and recover that amount from the Company.

19. Termination

19.1. Early termination

(i) Either the Council or the Company may terminate this Agreement immediately by notice in writing where provided for in this Agreement or if a party commits or allows to be committed any material breach of a term of this Agreement and fails to remedy the breach or fails to provide a solution to the

breach acceptable to the non-defaulting party within twenty (20) Working Days of receiving written notice of such breach.

- (ii) The Council may immediately terminate this Agreement, by giving written notice of termination to the Company, if any of the following events occur:
 - (a) the Company having a petition presented or an order made, or an effective resolution passed, or analogous proceedings taken for its bankruptcy, liquidation, dissolution or winding up (except for the purposes of solvent reconstruction);
 - (b) the Company having an encumbrancer, receiver, liquidator, trustee or similar officer take possession of or be appointed with respect to all or any part of its business, assets, or undertakings.
 - (c) the Company persistently failing or refusing to observe or perform any of the duties or obligations required of it or made by it under this Agreement and such default has not been remedied within twenty (20) Working Days of the Company receiving notice from the Council requiring that the default be remedied.
 - (d) the Company engaging in any conduct or practice which is detrimental or harmful to the good name, goodwill or reputation of the Council.
 - (e) the Company abandons or repudiates this Agreement; or
 - (f) over a period of twenty (20) Working Days the Company commits a breach of this Agreement which, even although remedied, continues to occur and is in Council's opinion impacting on, or interfering with, the delivery of the Services.
- (iii) Termination of the Agreement shall not prejudice or affect the accrued rights and liabilities of either party under this Agreement subject to the qualification set out in clause 19.3.

20. Force majeure

- 20.1. Neither party will be liable for any act, omission or failure to fulfil its obligations under this Agreement if such act, omission or failure arises from any cause reasonably beyond its control (Force Majeure Event), which includes floods, earthquakes, pandemics and other acts of God
 - (a) any industrial actions.
 - (b) any power, gas and other service failures.
 - (c) any riots or public demonstrations.
 - (d) any governmental action which in any way may affect the provision of the Services.
- 20.2. The party who cannot carry out its obligations under this Agreement must give the other party to this Agreement notice as soon as practicable of the cause and insofar as it is known the probable extent to which the party giving the notice will be unable to perform or will be delayed in performing its obligation under this Agreement.

- 20.3. On the issue of notice of a Force Majeure Event the obligations of the party giving the notice will be suspended insofar as that party is prevented during the continuation or intervention of such cause to carry out its obligations under this Agreement.
- 20.4. Should the Force Majeure Event continue for a period exceeding ten (10) Working Days from the date that the party has given notice of being unable to comply with the obligations under this Agreement, then the party being the sender of that notice may pause this Agreement, including its obligations for maintenance, payment, servicing, reporting and other requirements of this contract.
- 20.5. The party giving notice which is affected by the Force Majeure Event must take all reasonable steps to mitigate the effects of and eliminate the intervening event and must resume performance of the Services as properly and practicably as possible.
- 20.6. If the Force Majeure Event gives rise to any sites or their access being permanently interrupted and rendered inaccessible, unable to be serviced or the display units permanently diminished in visibility and it is no longer viable to continue advertising on the Site, the site may be removed from the site schedule by The Company with one-month's written notice such notice to contain details of the circumstances giving rise to the removal.
- 20.7. Handover report

On expiry or earlier termination of this Agreement the Company shall provide to Council a handover report. The report shall contain all the details as to the current position of all Bollards and any other information regarding such Bollards reasonably required by Council as directed by Council's Representative.

21. Assignment

- 21.1. The Company will not assign this Agreement (or any part of it) without first obtaining the written consent of the Council which the Council will give if the following conditions are fulfilled:
 - (i) The Company proves to the satisfaction of the Council that the proposed assignee is (or in the case of a company, the shareholders of the proposed assignee are) respectable, responsible and have the financial resources to meet the Company's commitments under this Agreement and the relevant experience to properly conduct the Services.
 - (ii) There is no subsisting breach of any of the Company's covenants hereunder.
 - (iii) A Deed of Covenant approved or prepared by the Council is duly executed and delivered to the Council; and
 - (iv) The Company pays the Council's proper costs and disbursements in respect of the approval or preparation of any Deed of Covenant and all fees and charges payable in respect of any reasonable enquiries made by or on behalf of the Council concerning any proposed assignee.
- 21.2. Any change in the legal or beneficial ownership of any of the Company's shares or issue of new capital whereby in either case there is a change in the effective management or control of the Company will be deemed to be an assignment of this Agreement.

- 21.3. Unless specifically stated to the contrary in any written consent to an assignment or subcontract, no assignment or subcontract shall release or discharge the Company from any liability or obligation under this Agreement.

22. General

- 22.1. Set off

Council by this clause is authorised by the Company to deduct any monies payable by the Company to the Council under this Agreement from any monies payable by the Council to the Company under this Agreement.

- 22.2. Council as a regulatory body

- (i) The Company acknowledges that the Council in terms of its regulatory function as a local authority is obliged to and shall act as an independent local authority and not as a party to this Agreement. The Company expressly acknowledges that it shall have no right or claim against the Council in its capacity as party to this Agreement as a result of any lawful action, decision or determination made by the Council in the performance of its regulatory function as a local authority.

- 22.3. Publicity and publication

Unless otherwise specified the Company shall not release public or media statements or publish material related to the Services without the prior written approval of the Council, which shall not be unreasonably withheld.

- 22.4. Confidentiality

The Company agrees that the Confidential Information shall be treated as confidential. The Company shall take all reasonable precautions to ensure that the Confidential Information is not in any way disclosed to any third party (other than as is required to perform the Services or to obtain any consent or approval, of any other party the Company may need to consult with in order to provide the Services) during or after the term of this Agreement. The Company shall not use or attempt to use any Confidential Information in any manner which may injure or cause loss to or likely to injure or cause loss to the Council.

- 22.5. Official Information Legislation

- (i) The parties acknowledge that Council is subject to the Local Government Official Information and Meetings Act 1987 and that under that Act the Council may be required to release information about the Services and the Company.
- (ii) In addition, the Company agrees to comply with the requirements of the abovementioned Act in relation to all information relating to the Council held by the Company or its employees.
- (iii) The Company will only release information where it has been requested to release information pursuant to a request to the Council under the Local Government Official Information and Meetings Act directly to a third party through the Council unless compelled by a competent authority, in which case it will immediately advise the Council as to the information released.

22.6. No partnership

Nothing in this Agreement constitutes the parties as partners or as agents for each other. No party has any authority to bind the other or act on its behalf except to the extent expressly provided for in this Agreement.

22.7. No employment contract

The parties expressly acknowledge that this is not a contract of employment but rather requires the Company to supply specific Services.

22.8. Amendment

This Agreement cannot be amended, modified or varied or supplemented except in writing signed by duly authorised representatives of the parties.

22.9. Severance

The illegality, invalidity or unenforceability of any provision in this Agreement will not affect the legality, validity or enforceability of any other provisions.

22.10. Waiver

- (i) No right under this Agreement shall be deemed to be waived except by notice in writing signed by each party.
- (ii) A waiver for either party will not prejudice its rights in respect of any subsequent breach of this Agreement by the other party.
- (iii) Subsequent to any failure by either party to enforce any clause of this Agreement, or any forbearance, delay or indulgence granted by the other party will not be construed as a waiver of either party's rights under this Agreement.

22.11. Governing law and jurisdiction

This Agreement will be governed by and construed according to the law of New Zealand. The parties agree to submit to the jurisdiction of the Courts of New Zealand.

22.12. Cost

Each party shall bear their own legal costs arising out of or in relation to negotiation and preparation of this Agreement, together with any costs for any renewal or variation of this Agreement.

22.13. Interest Payments

The Company shall pay interest calculated at the Default Interest Rate to the Council on all amounts owing by the Company to the Council which have not been paid by the date required under this Agreement. Interest shall accrue from the date of default of payment to the date of payment.

22.14. Entire Agreement

This Agreement represents the entire agreement between the parties. No party shall be bound by any prior warranty or representation unless included in this Agreement.

22.15. Notices

All notices and other communication provided for or permitted under this Agreement which are required to be in writing, will be sent by registered mail with postage prepaid or by hand delivery or by facsimile or by email as follows:

Such notice given:

- (i) in person, is deemed to be served upon delivery.
- (ii) by facsimile, deemed to be served upon the receipt of the correct electronic confirmation that the facsimile has been transmitted successfully; or
- (iii) by registered post, is deemed to be served upon acceptance of the registered item.
- (iv) notice given by email is electronically received to confirm receipt.

Any such notice which has been served on a non-Working Day is deemed served on the first Working Day after that day.

The addresses for notices are:

The Council:

Council's Representative:

Hamilton City Council

Tracey Wood, City Events Manager

Communications and Engagement Unit
260 Anglesea Street
Private Bag 3010
Hamilton 3240

S 7(2)(a) [REDACTED] @hcc.govt.nz

The Company:

Phantom Bill Stickers Limited

7(2)(a) [REDACTED]

or such other address that each party may notify in writing from time to time.

23. Definitions and Interpretation

23.1. Definitions

In this Agreement the following definitions apply:

Agreement means this Agreement and includes the Schedules and any additional documents specified in this Agreement.

Bollard(s) means all Company-owned advertising bollards installed under this Agreement.

Bollard Design means all copyright, Design (registered or unregistered) documentation, know-how or other protectable right.

Commencement Date means the 1st of June, 2022.

Company's Representative means such person as the Company may nominate and as may be approved by the Council (such approval not to be unreasonably withheld) in accordance with clause 9 and as named in clause 21.

Confidential Information means any Council information relating to the Services other than information which:

- (a) has been published or otherwise has become part of the public domain with the agreement of Council; or
- (b) was already in the possession of the recipient prior to the date of this agreement without restriction or disclosure; or
- (c) is required to be disclosed by any law or in relation to any proceedings or action before any court, tribunal, or other competent authority or body, or otherwise at law.

Council's Representative means the representative of the Council as defined in clause 9 and as named in clause 21.

Default Interest Rate means the commercial overdraft rate charged on commercial accounts by the Bank of New Zealand plus 2%.

Expiry Date means:(if applicable) 31st May 2025

Final Expiry Date means: 31st May 2027

Initial Term: 3 years

First Renewal Term: 2 years

Expiry of First Renewal Term: 31st May 2027

Free Special Event means: a Special Event where there is no commercial return to Council and otherwise meets the definition of a Special Event.

GST means Goods and Services Tax in terms of the Goods and Services Tax Act 1985 at the rate prevailing from time to time.

GST Act means the Goods and Services Tax Act 1985.

HSE Act means the Health and Safety in Employment Act 1992.

Illegal Poster means poster which is illegal under any law or bylaw or placed without the permission of the Council or property owner on any Council or privately owned items including but not limited to: buildings, structures, street furniture, signal control cabinets, shelters, poles, parks, planter boxes and footpaths and road surfaces.

Personnel means the personnel required to carry out the Services under this Agreement and as employed or contracted by the Company to place advertisements on the Bollards.

Poster Board means any fixture owned by the Company on either a Public or Private site constructed in accordance with this Agreement.

Renewal Date means:

(if applicable) 1st June, 2025 First Renewal Term: 2 years

Special Event means those public events designated by the Council as having local, regional or national significance that requires use of the Bollards in proximity to the Special Event to display its advertisements.

Hamilton City means that land owned by the Council.

Working Day means a day on which registered banks are open for business in Hamilton excluding Saturdays and Sundays and Auckland Anniversary Day.

23.2. Interpretation

In this Agreement:

- (i) all monetary amounts are stated exclusive of GST and in New Zealand dollars unless provided otherwise;
- (ii) where the context permits the singular includes the plural and vice versa references to any party means the parties to this Agreement and includes their respective successors and permitted assignees (as the case may be).
- (iii) references to clauses, schedules and to any attachments are to clauses in the schedules and attachments (if any) to this Agreement (unless otherwise stated).
- (iv) Where the context permits references to the Company include the Company's employees, agents and officers.
- (v) all references to legislation include all subordinate legislation, any re-enactment of or amendment to that legislation and all legislation passed in substitution for that legislation.
- (vi) references to a person include a natural person, firm, corporation, association or other entity whether incorporated or not and whether or not having a separate legal personality.

- (vii) the headings in this Agreement shall not be used in its interpretation.
- (viii) joint and several obligations that bind more than one person shall bind those persons jointly and severally.
- (ix) any consent granted by Council under this Agreement shall not be held to be consent by Council as a regulatory body unless such consent is given expressly by Council in that capacity.
- (x) reference to the Council and the Company include their respective successors and assigns.
- (xi) where either party's consent or approval is required pursuant to any provisions of this Agreement, unless it be specified otherwise, that consent or approval shall not be arbitrarily or unreasonably withheld or delayed.

EXECUTION

DATED: 19 May 2022

IN WITNESS WHEREOF this Agreement has been executed by the parties as an agreement as of the date first appearing above.

SIGNED for and on behalf of
HAMILTON CITY COUNCIL

By:

under delegated authority
in the presence of

S. Hickey
SEAN HICKY
Raewyn Napier
J. Jones

SIGNED for and on behalf of

PHANTOM BILL STICKERS LIMITED by

in the presence of:

J. Agnew
JACOB ROBERT AGNEW
COMMERCIAL MANAGER.
M. Richards
Michael Richards

Schedule 1

1. The Parties agree that subject to the availability of sites, as determined in accordance with this clause, it is the general intention that any new Bollards or Pole Poster Holder(s) will be erected in accordance with Council regulations with the aim to provide suitable coverage of sites within Hamilton City to reduce illegal posterering and posterering on other Council owned assets.
2. The Company will propose the location(s) for the Bollard(s) or Pole Poster Holder(s) and the Council will either approve or reject the location at Council's sole discretion.
3. The Council does not offer any assurance there are other sites available for the installation of the bollards, the number of which shall be determined only following an investigation of available sites and the completion of the approval process described within this Agreement.
4. The determination and location of Sites is to be in accordance with the provisions of this Agreement.
5. The Company may by written notice to the Council request consent for new Sites for the installation of Bollards. The Company's notice shall specify the details of the site and the type of advertising structure for which approval is being requested.
6. In determining the best position for the Bollard or Pole Poster Holder the Company shall take account of:
 - 6.1. the geographic distribution of Bollard how the Bollard or Pole Poster Holders will sit with existing or proposed street furniture, pedestrian access and the aesthetics of the public spaces in relation to the proposed Site.
 - 6.2. maintaining safety line of sight for traffic and pedestrians; and
 - 6.3. such other factors as the Council shall determine in its discretion. The Company shall include information on these aspects in its notice under clause 1.
7. The Council will consider the suitability of each Site within twenty (20) working days (subject to any difficulties that may arise in respect of a particular Site) and advise the Company in writing as to whether or not a Site is acceptable to Council. The Council's consideration as to the suitability of a Site shall be determined by Council in its sole and unfettered discretion and Council's decision in this regard shall be final.
8. The Company shall not commence work to install a Bollard or Pole Poster Holder or to relocate a Bollard or Pole Poster Holder until it has obtained Council's written consent under this clause.
9. Once the Company has received written confirmation that a Site is acceptable and available to it, it shall proceed as soon as practicable with installation and relocation of the Bollard or Pole Poster Holder.
10. Any consent granted by Council under this clause shall lapse twelve (12) months from the date of approval if the Company has not commenced physical construction/relocation of the Bollard or Pole Poster Holder(s) on the approved Site(s) unless the delay is caused by Council.

Installation - Program/ standards / Alterations and Additions Installation Program

11. Any new Bollards or Pole Poster Holders at the Company's sole expense, supply and install the Bollards or Pole Poster Holders at such sites as are identified and approved under clause 2 of Schedule 1.

Installation standards

12. The Company undertakes to:
 - 12.1. install any new Bollards or Pole Poster Holders in a good and workmanlike manner.
 - 12.2. install all Bollards or Pole Poster Holders in compliance with any consents obtained.
 - 12.3. use its best endeavours to prevent any danger or unreasonable or unnecessary nuisance being caused to any person or property as a result of the installation of the Bollards or Pole Poster Holders and install all Bollards or Pole Poster Holders in a timely manner such that they be installed with only minimal disruption to the public.
 - 12.4. comply with all building codes, permits, building consents, resource consents, and any other consents obtained or required to be obtained for the installation of the Bollards or Pole Poster Holders.
 - 12.5. be responsible for protecting all utilities and for arranging for the reinstatement or repair of any damage resulting from its operations to such utilities.
 - 12.6. upon completion of installation the Company shall leave the Site(s) in a clean and tidy condition.
 - 12.7. furnish Council with the as-built records for the Bollards or Pole Poster Holders indicating the exact location and the construction completion date.
 - 12.8. will not be entitled to compensation of any kind should the Council, acting in its regulatory capacity, at any time, or for any reason, delay the Company in the installation of the Bollards or Pole Poster Holders; and
 - 12.9. not install or relocate any Bollards or Pole Poster Holders without prior written approval under clause 2 of Schedule 1.

Relocation and Removal

13. Where the Council requires the Company to relocate a Company Bollard pursuant to clause 14.1 of this Agreement, the Council will, subject to the requirements of approval of a Site, locate a replacement Site for the Bollard or Pole Poster Holder.
Where the parties cannot agree on a replacement Site the Council will nominate a Site.
14. The costs of repair as a result of any damage to any Company installed Bollard or Pole Poster Holder during the removal or relocation is to be borne entirely by the Company. The Company will as soon as practicable, repair any such damage.

APPENDIX 1

Site schedule table

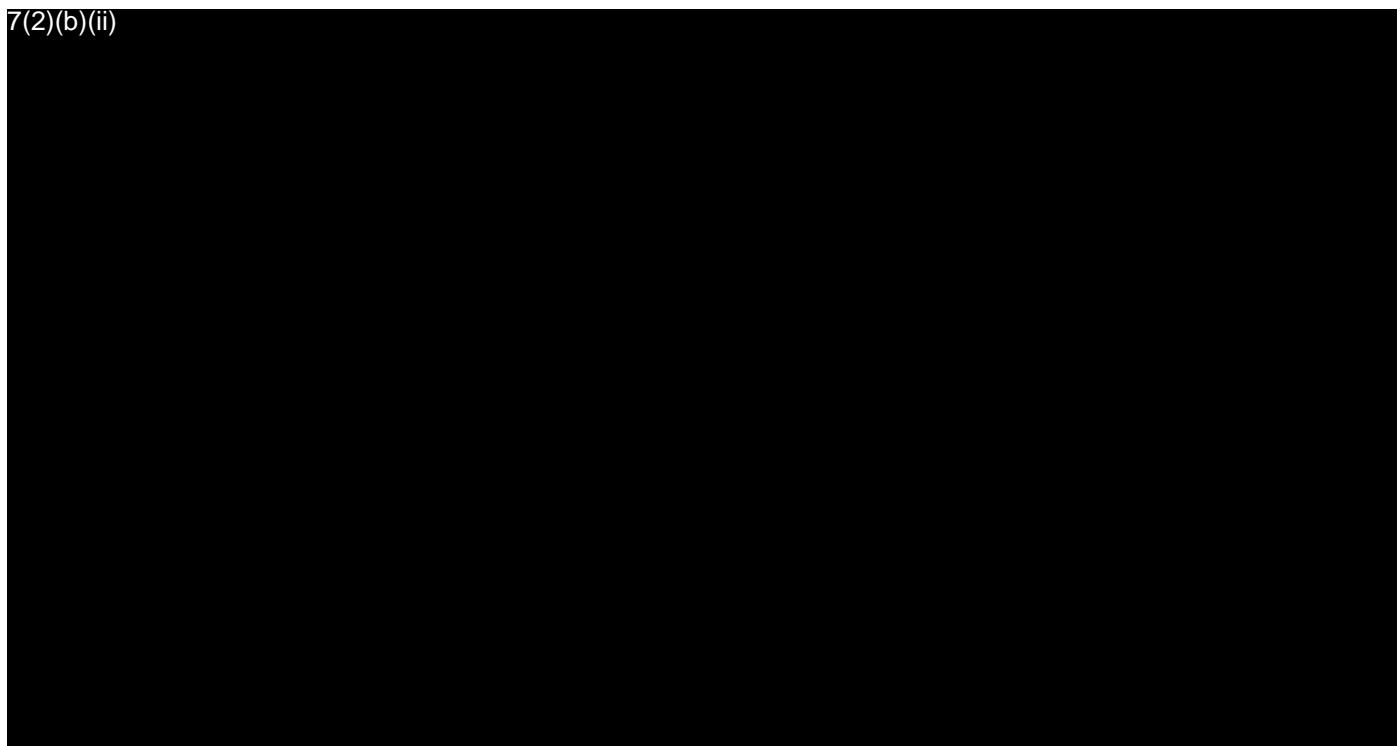
Site schedule table

owner of asset	code	street	suburb	latitude	longitude
Phantom	HLB0001 (site 1-a)	240 Anglesea St - Council Car Park Lightbox at main Entrance/Exit	CBD	-37.788731	175.280942
Phantom	HLB0001.1 (site 1-b)	240 Anglesea St - Council Car Park Lightbox next to Paystation	CBD	-37.788749	175.28112
Phantom	HLB0001.2 (site 1-c)	240 Anglesea St - Council Car Park Lightbox next to Ticket Booth	CBD	-37.7887	175.281195
Phantom	HLZ0012 (BOL) (LT) (site 2)	20 Garden Place	CBD	-37.787649	175.282405
Phantom	HLZ0013 (BOL) (LT) (site 3)	16 Garden Place	CBD	-37.787123	175.282586
Phantom	HLZ0017 (POL) (site 4-a)	16 Hood St	CBD	-37.790515	175.284671
Phantom	HLZ0018 (POL) (site 4-b)	24 Hood St	CBD	-37.790205	175.285368
Phantom	HLZ0019 (POL) (site 4-c)	26 Hood St	CBD	-37.790127	175.285296
Phantom	HLZ0020 (POL) (site 4-d)	19 Hood St	CBD	-37.790626	175.284676
Phantom	HLZ0026 (POL) (site 5)	118 Commerce St	Frankton	-37.787124	175.26577

Phantom	HLZ0027 (POL) <i>(site 6)</i>	175 Commerce St	Frankton	-37.788092	175.264777
Phantom	HLZ0039 (POL) <i>(site 7)</i>	375 Grey St	Hamilton East	-37.792959	175.293025
Phantom	HLZ0049 <i>(site 8)</i>	373 Angelsea Street		-37.786069	175.27799

APPENDIX 2
Costs per site, per annum

7(2)(b)(ii)



APPENDIX 3

Site Photos and Map

location: 240 Anglesea St



HLB0001



HLB0001.1



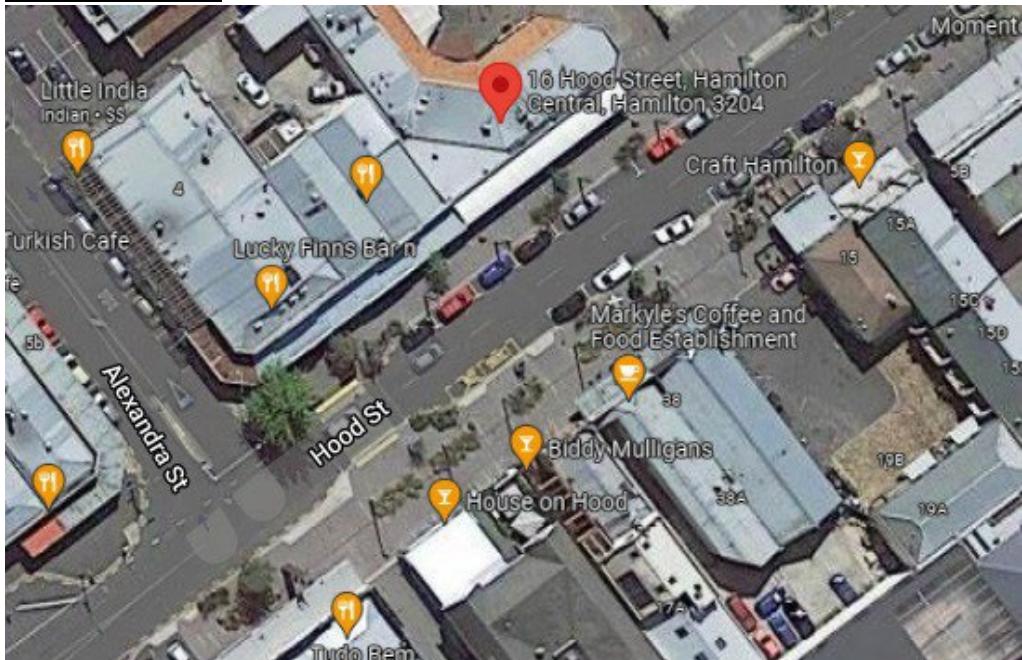
HLB0001.2



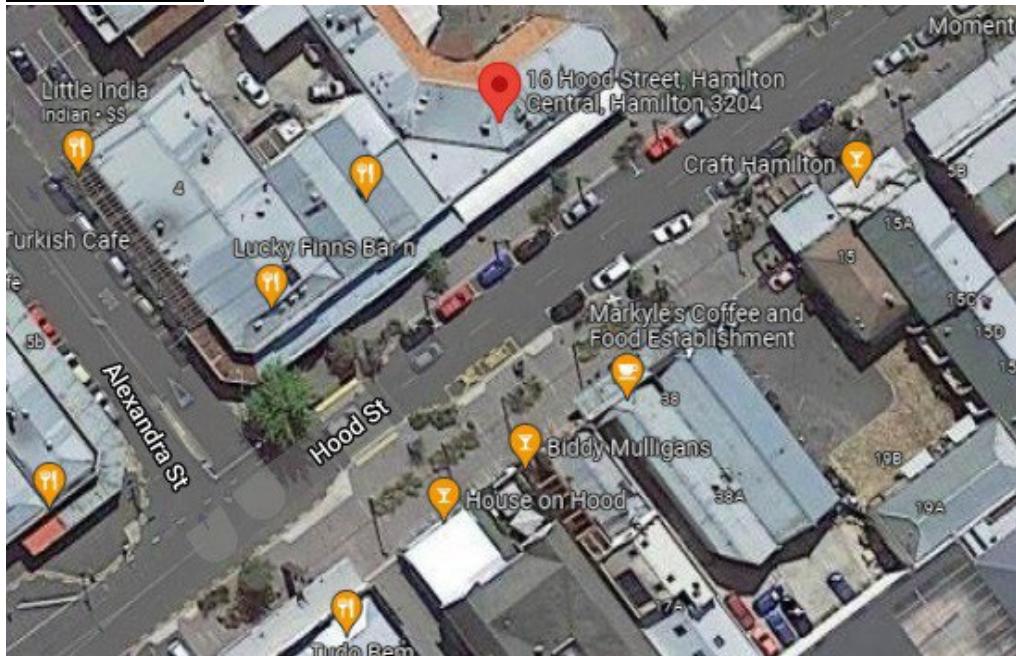
20 Garden PlaceHLZ0012



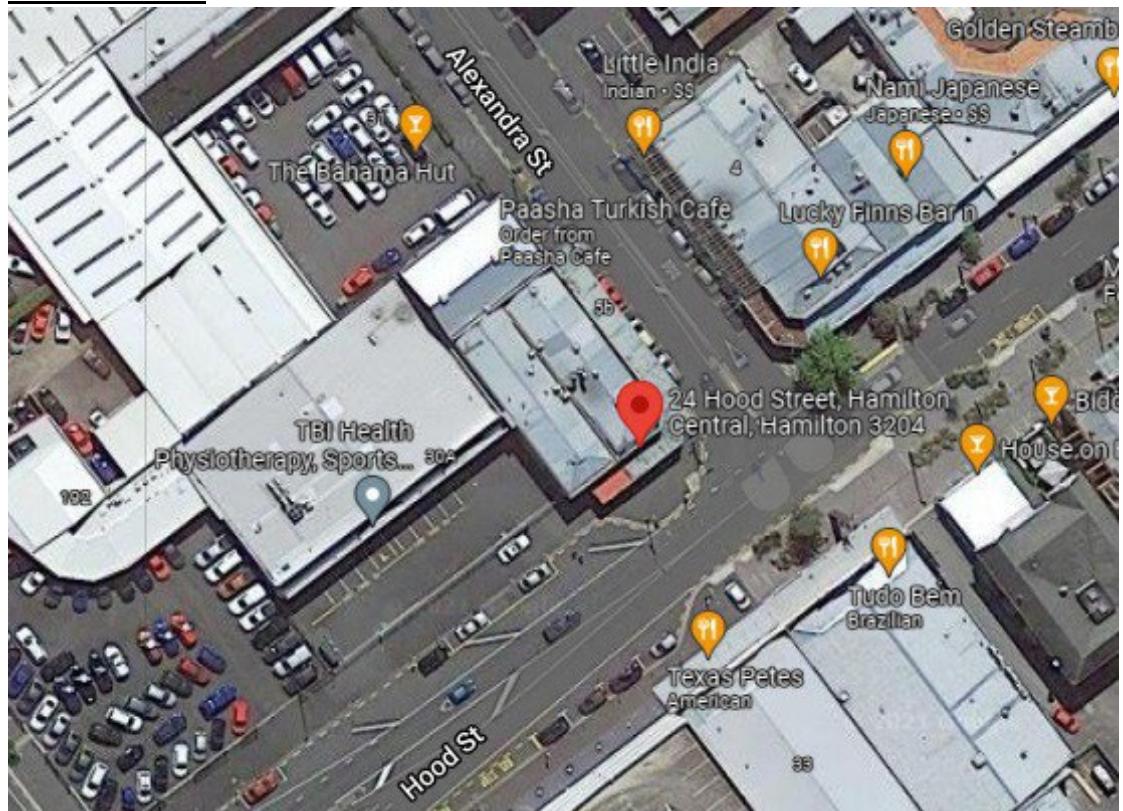
16 Garden Place HLZ0013



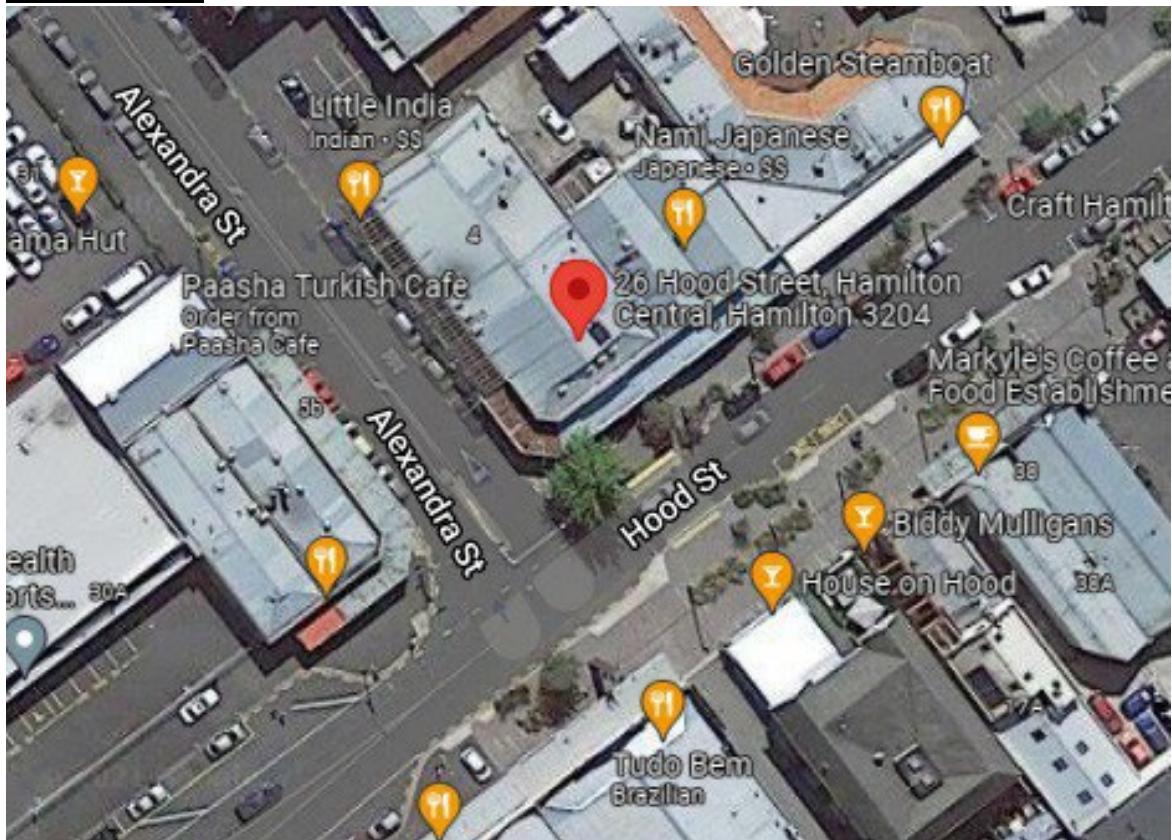
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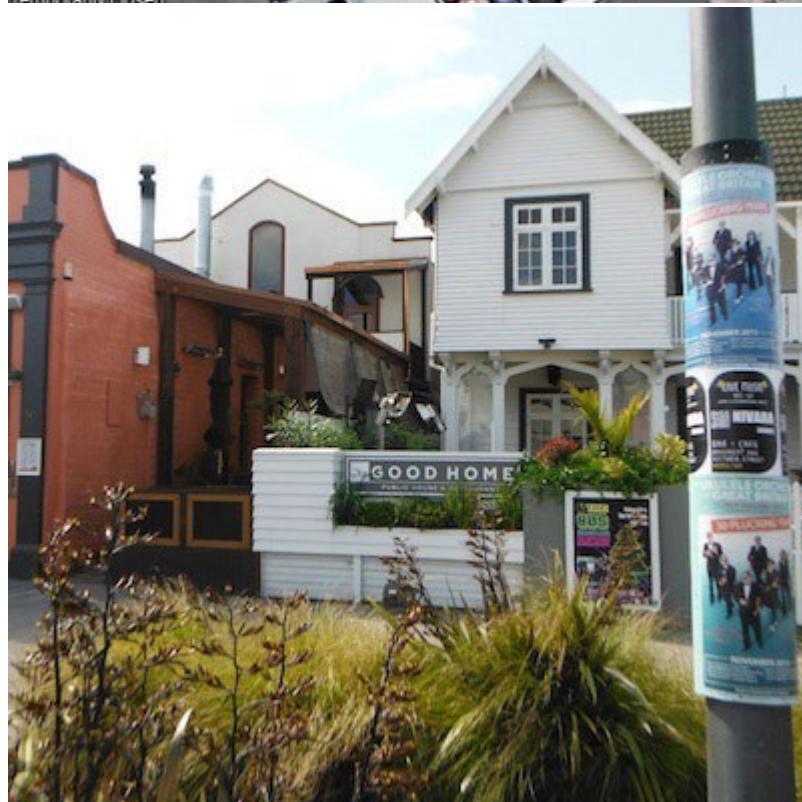
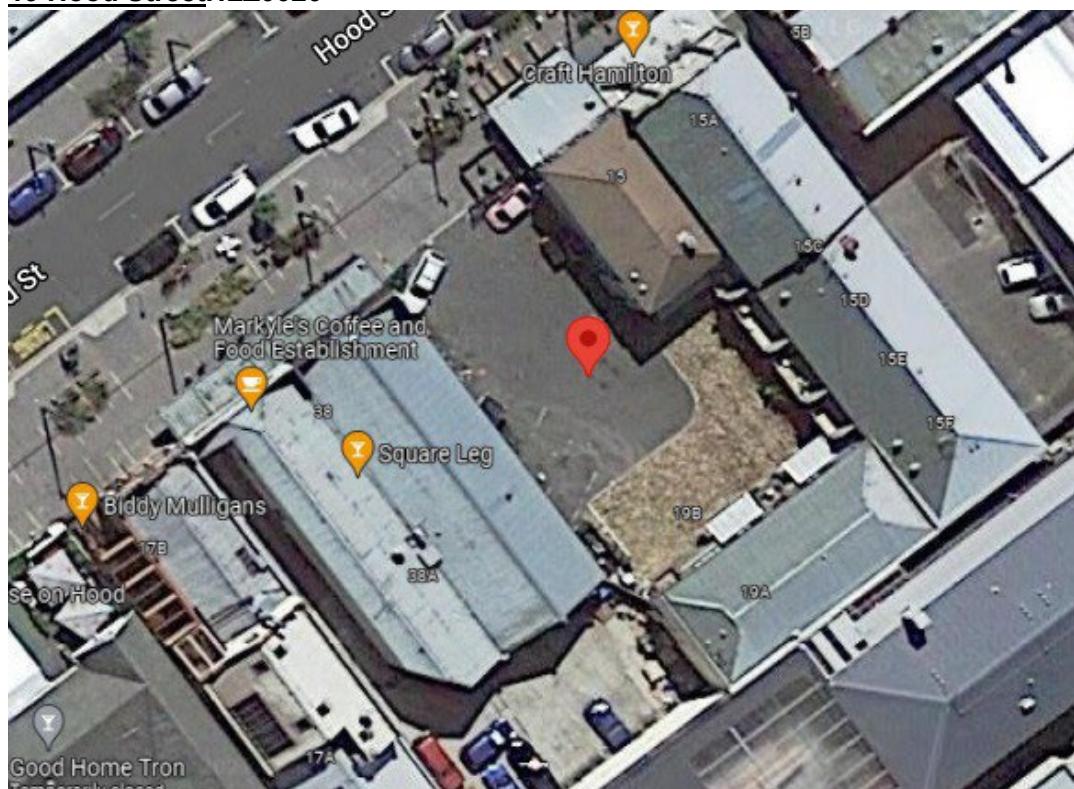
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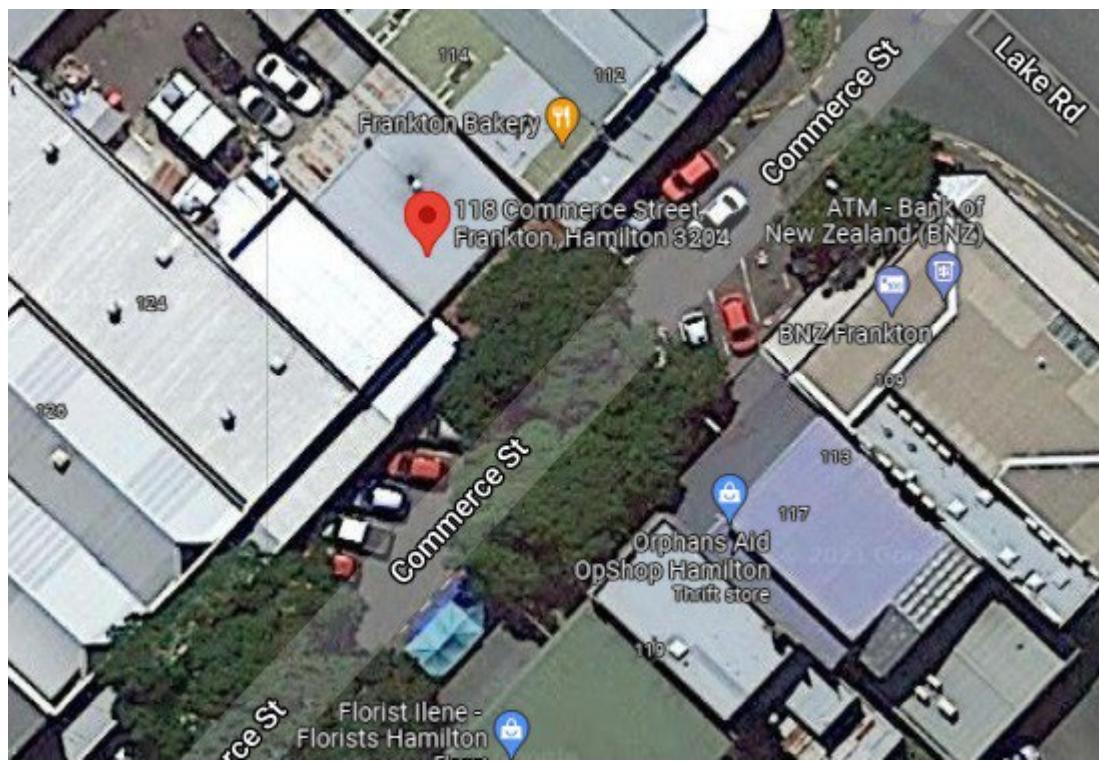
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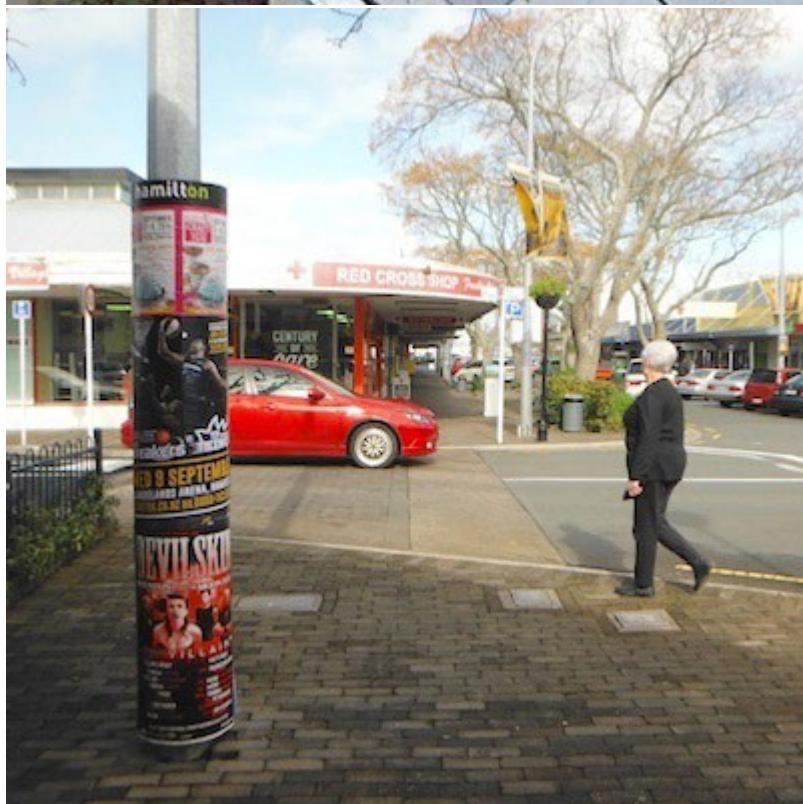
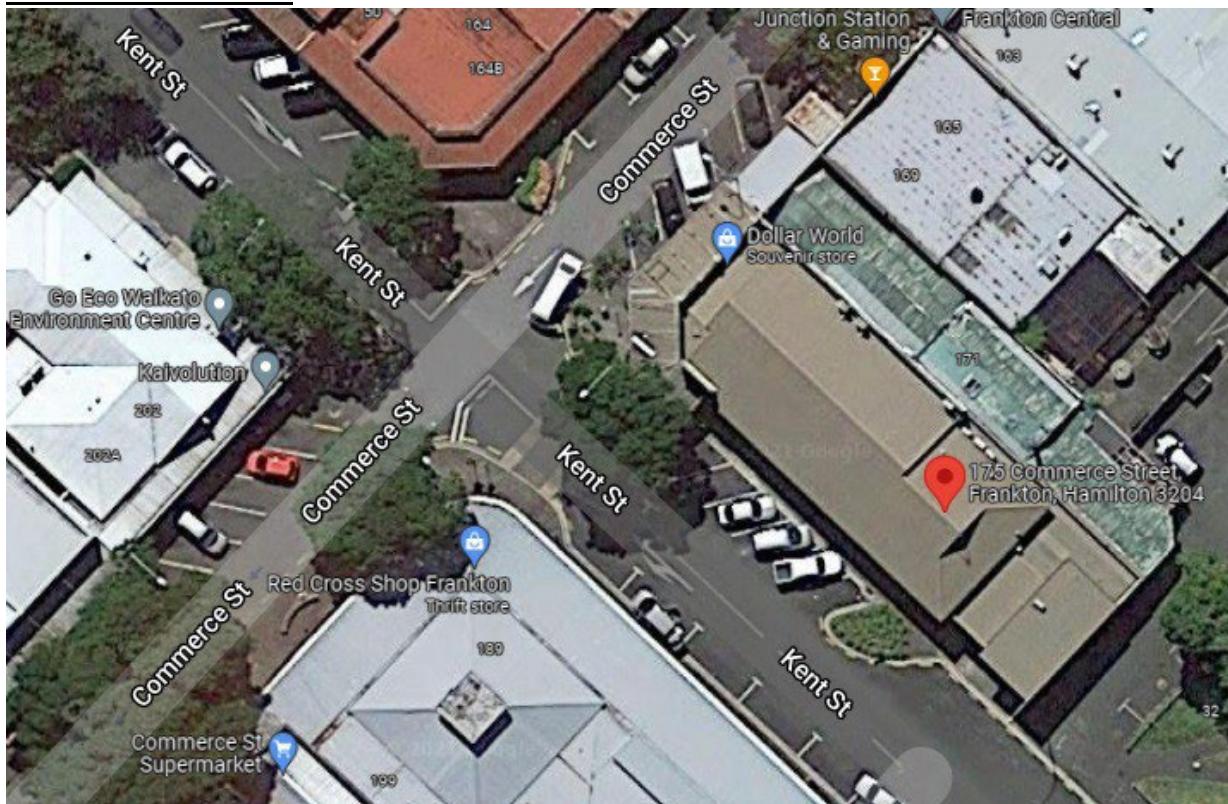
19 Hood Street HLZ0020



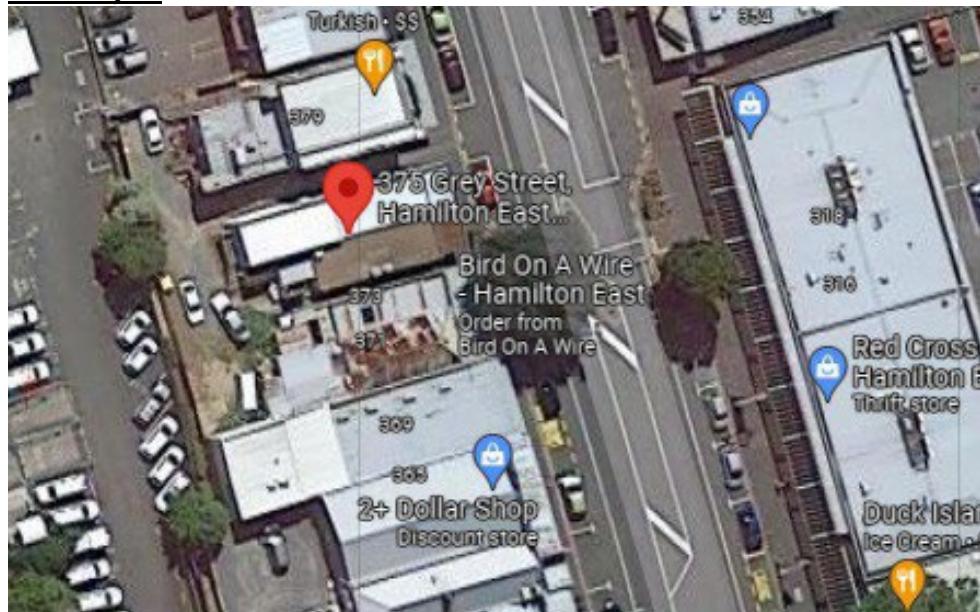
118 Commerce Street HLZ0026



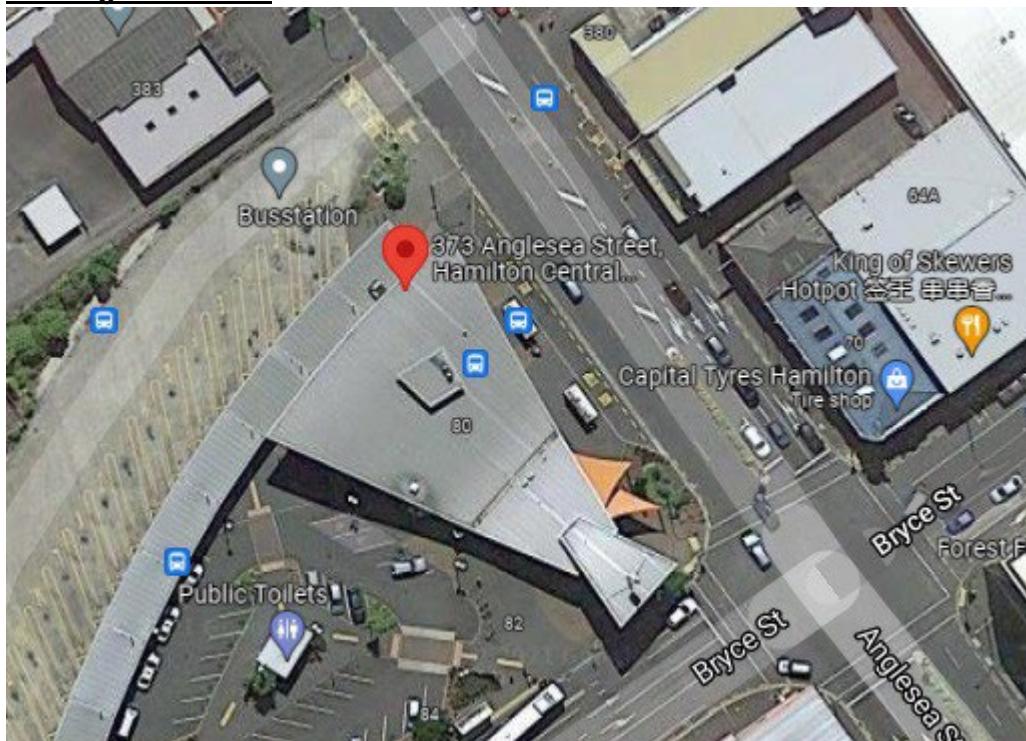
175 Commerce Street HLZ0027



375 Grey St HLZ0039



373 Anglesea Street HLZ0049

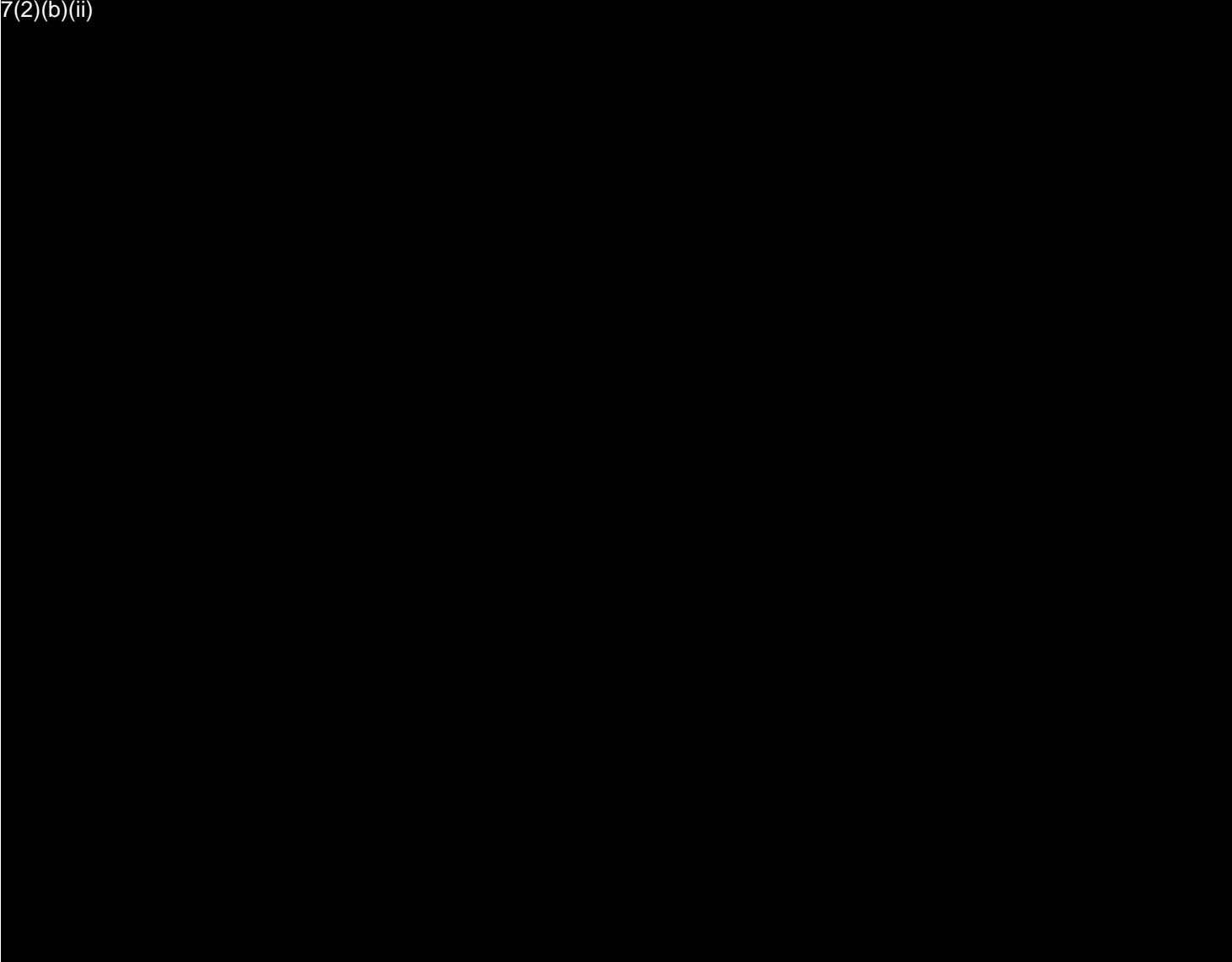


Appendix 4

Link to shared record and example of closed access online shared record for contra spent and contra available

7(2)(b)(ii)

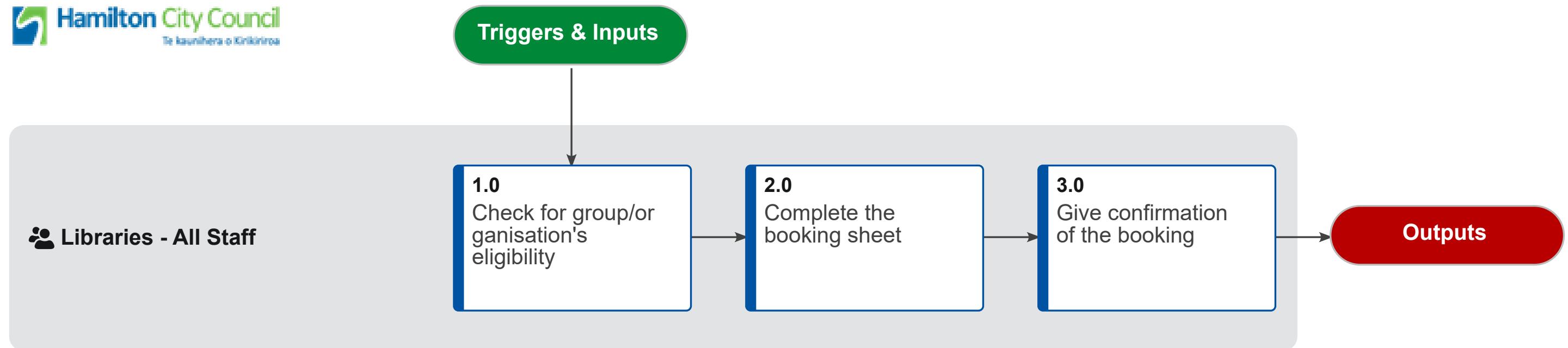
7(2)(b)(ii)



PO	Date	Description	Locations	Artwork	Cost
40387	14/12/2021	Signage, printing and installation of summer campaign advertising	Hamilton		
42068	4/02/2022	INV-27912 Summer in the City - Reprint .3 x Destinations	Hamilton		
43316	2/03/2022	Our Moon exhibition - Waikato Museum .7 week campaign w/c 20th March - 12th June	18 sites in Hamilton.		<p>This information has been redacted in accordance with S 7(2)(b)(ii) of LGOIMA.</p>
46835	16/05/2022	Invoice Number: INV-28967, Hamilton Gardens - Ooenine. Production and placement of billstickers.	12 Sites in Hamilton		
55061	3/10/2022	Wildlife Photographer of the Year (rev #1) - not yet started	Auckland, Hamilton, Tauranga, Rotorua		Not yet completed



 **Libraries - All Staff**



Summary

Objective

All Library staff can take bookings for community notice boards.

Background

Libraries have two types of community notice boards. One board is where non profit, charitable groups/organisations can book for displays. The other is not for profit individual notices received from non profit, charitable groups/organisations. Presentation guidelines have been established and must be adhered to. Service Delivery Team Leaders will manage and co-ordinate displays at their respective Libraries.

Owner Kay Huia

Expert Baillee Pitcon

Procedure

1.0 Check for group/organisation's eligibility

Libraries - All Staff

- a Verify that the group/organisation making the booking is non-profit or has charitable/incorporated society status.

NOTE What if I am unsure about the group/organisation's non-profit status?

Ask for proof from group/organisation, or liaise with Jeff Neems.

NOTE What if the group/organisation is a business or a profit group/organisation?

Please explain that our community notice boards display not for profit information only.

If the business group/organisation is promoting a non profit charitable event then we may accept their display. You may also check with the Technology Support Librarian if you are unsure.

NOTE What if the display is potentially controversial?

When a potentially controversial or polarising display is accepted for a community display board, within three working days of receipt, library staff must contact the opposing group and offer the same display space for the following week/next available week or the week preceding the controversial or polarising display.

When a group with an opposing view does not take up the libraries offer then the display board will remain empty and a notice stating details of the offer and wherever possible a statement of response.

- b Check that the group/organisation has not already booked two displays within a 12-month calendar period

2.0 Complete the booking sheet

Libraries - All Staff

- a Open the Community Display Boards Booking Sheet in google docs

 Libraries Community Display Boards Booking Sheet
https://docs.google.com/spreadsheets/d/1BBHYRjaAa0I8_tZUdLPOGj9OrHeS

- b Click on the tab of the Library you want to make a booking for.

- c Enter information in all of the columns on the spreadsheet.

- d Inform the person making the booking that you will send them confirmation of the booking with presentation guidelines that will need to be followed.

NOTE What are the Libraries' presentation guidelines?

The following guidelines are listed in the confirmation notice that is handed out.

Name and contact details for your organisation are included in the display.

All display material must fit within the confines of the Community Display Boards and not obscure the Hamilton City Libraries Disclaimer.

Community display material is to be attached with your own Velcro (hook side only) – please refrain from using pins or staples.

Handwritten material is acceptable only on children's artwork.

The display is required to be in place by 12pm Tuesday of the week you have booked or you forfeit your booking for that week.

The display is to be taken down on the Sunday your booking ends.

Hamilton City Libraries reserve the right to remove displays that are not up to presentation standards.

NOTE What if I make a booking for a Library that is not my site?

Please email their Library Office to let them know a booking has been made.

3.0 Give confirmation of the booking

Libraries - All Staff

- a Open the Booking Confirmation Notice

 Community Notice Boards Booking Confirmation Notice

- b Complete the confirmation notice with details of the booking made.

- c Email or hand over the completed confirmation notice to the person of the group/organisation making the booking..

Triggers & Inputs

TRIGGERS

None Noted

INPUTS

None Noted

Outputs & Targets

OUTPUTS

None Noted

PERFORMANCE TARGETS

None Noted

Process Dependencies

PROCESS LINKS FROM THIS PROCESS

None Noted

PROCESS LINKS TO THIS PROCESS

None Noted

RACI

RESPONSIBLE

Roles that perform process activities

Libraries - All Staff

Systems that perform process activities

None Noted

ACCOUNTABLE

For ensuring that process is effective and improving

Process Owner Kay Huia

Process Expert Baillee Pitcon

CONSULTED

Those whose opinions are sought

STAKEHOLDERS

None Noted

STAKEHOLDERS FROM LINKED PROCESSES

None Noted

INFORMED

Those notified of changes

All of the above. These parties are informed via dashboard notifications.

Systems

None Noted

Lean

None Noted

Process Approval

Published on 05-08-2020 (GMT) by Sarah Jethwa