



AGREEMENT FOR WORK ON PRIVATE PROPERTY DATED

2021

PARTIES

Watercare Services Limited

("Watercare")

XXXX

("Owner")

INTRODUCTION

1. The Owner is the owner(s) of: ("**Property**"),
currently occupied by:
2. Watercare wishes to obtain access to the property to undertake drainage works shown on the drainage plan titled: dated: attached as "**Plan A**" ("**Works**") in the context of the wider St Mary's Bay pipe separation programme as shown on the attached "**Plan B**".

AGREEMENT

The parties hereby agree:

Approval for the Works

3. The Owner:
 - (a) approves the Works shown on Plan A;
 - (b) authorises Watercare and / or its contractors to act as the Owner's agent for the lodgement of a building consent to undertake the Works; and
 - (c) consents to Watercare and / or its contractors entering the Property to carry out the Works. Any special conditions relating to access shall be set out in **Appendix 1** to this Agreement.

Programme for the Works

4. Watercare and / or its contractors will provide the Owner with notice of the general programme for the project within a reasonable time period following finalisation of the programme.
5. Watercare and / or its contractors shall give written notice to the Owner of the date the Works are to commence at least 20 working days prior to that date.

Pre- and post-Works condition surveys

6. Subject to receiving the Owner's approval, Watercare and / or its contractors shall arrange for pre- and post-Works condition surveys to be carried out for the Property.
7. The purpose of the pre-Works condition survey report is to identify the condition of the Property prior to the commencement of the Works.
8. The purpose of the post-Works condition survey report is to identify any new damage to the Property that has occurred since the pre-Works condition survey was undertaken and provide an assessment of the likely cause of any such damage.
9. If the survey is undertaken, a draft copy of the pre- and post-Works condition surveys shall be provided to the Owner for comment. The Owner shall provide any comment or feedback on the survey reports to Watercare within 15 working days of receipt. Watercare shall include any comments or feedback, and how such have been responded to, in the final survey report.

Reinstatement post completion of the Works

10. Upon completion of the Works, Watercare and / or its contractors shall:
 - (a) make good any damage or loss caused to the Property and / or any adjacent property by Watercare and / or its contractors in the execution of the Works; and
 - (b) reinstate all areas of the Property and / or any adjacent property affected by the Works to the condition that existed prior to the commencement of the Works.

Ownership of the Works

11. The Owner acknowledges that the Works are being funded and constructed by Watercare and Auckland Council Healthy Waters on behalf of the Owner.
12. Upon completion of the Works, ownership of the private drainage resulting from the Works and shown on Plan A will pass to the Owner. For the purposes of this Agreement, "**private drainage**" refers to any local drains on the outside of the house located on the Property, that are connected to the Property's plumbing and located within the legal boundaries of the Property.

Maintenance obligations

13. Following completion of the Works, Watercare will provide the Owner with a copy of the code compliance certificate issued by Auckland Council confirming that the Works have been constructed in accordance with Clause E1 for surface water (private stormwater) and Clause G13 for foul water (private sewer) of the Building Code as applicable ("**Completion Date**").
14. Watercare shall be responsible for all maintenance obligations and associated costs up until 12 months after the Completion Date. The Owner shall be responsible for all ongoing maintenance

obligations and associated costs of maintenance for the private drainage from 12 months after the Completion Date. This clause is not intended to release Watercare and/or its contractors from liability for any fault or failure in the Works for which they would otherwise be accountable at law.

Insurance

15. Watercare shall hold, and the contractor(s) engaged by Watercare to carry out the Works shall each hold, public liability insurance.

Indemnity for damage caused by the Works

16. Watercare shall indemnify the Owner against any damage, loss or claim suffered by the Owner in respect of:

- (a) physical damage to the Property (including any buildings or structures on the Property); and / or
- (b) physical damage to any adjacent property (including any buildings or structures on the adjacent property),

to the extent such damage, loss or claim directly arises out of, or in direct consequence of, the undertaking of the Works. Watercare's liability to indemnify the Owner shall not extend to any damage or loss in respect of any act of omission of the Owner, its invitees or other persons for whose acts or omissions the Owner is, as between the Owner and Watercare, responsible, and Watercare's liability to indemnify the Owner shall be reduced proportionately to the extent that the act or omission of the Owner, its invitees or those other persons may have contributed to the damage. The Owner shall take all reasonable steps in the circumstances to mitigate any such damage.

17. The Owner shall provide Watercare with notice of any damage, loss or claim for which Watercare is or may be liable to indemnify the Owner in terms of clause 16 above within 15 working days of the Owner becoming aware of the same.
18. Notwithstanding the provisions of clause 16, the Owner shall not be entitled to claim under the indemnity where the repair of such damage has already been undertaken or is to be undertaken pursuant to clause 10 of this Agreement, to the intent that there shall be no "double recovery" by the Owner.
19. To the extent permissible by law, Watercare's liability to indemnify the Owner shall not exceed the actual and reasonable cost of repair of the physical damage to the Property and / or any adjacent property, as the case may be.

Change in owner or occupier

20. If the Owner enters into an agreement to sell the Property, the Owner agrees to advise the purchaser of the planned Works.
21. In the event the occupier of the Property changes prior to notification under clause 5 of the commencement date for the works, the Owner agrees to advise the new occupier of the planned Works.

General

- 22. In performing this Agreement, both parties shall comply with the provisions of all applicable statutes, regulations and bylaws of government, local and other public authorities, as well as all applicable licences, consents, and approvals.
- 23. Any notice required to be given under this Agreement will be in writing and will either be, personally delivered or mailed by pre-paid registered mail and addressed as follows:
Attention: St Marys Bay Separation Project
Private Bag 92 521
Victoria Street West
Auckland 1142
New Zealand

Owner – at the preferred contact or email address set out on the signature page.
- 24. No amendment or waiver of any provision of this Agreement, or consent to any departure therefrom, will be effective unless confirmed in writing and signed by both parties.
- 25. This agreement constitutes the entire agreement between the parties relating to the subject matter of this agreement and supersedes and cancels any previous agreement, understanding or arrangement whether written or oral.

DATED at Auckland this day of

for and on behalf of
WATERCARE SERVICES LIMITED

Signature of property owner(s):

Name Signature Date

Name Signature Date

Name Signature Date

Contact address:

Contact phone/email:

Owner to indicate its preferred address for contact by ticking the relevant box above

Signatures required for consent:

- Joint or Sole Ownership (e.g., husband and wife, defacto partners, an individual): Signature of sole owner or of all joint owners.
- Trust: Signatures of all trustees or a managing trustee who is authorised by the trust deed to consent on behalf of the trust.
- Body Corporate: Signature of the body corporate manager following his/her consultation with members.
- Company: Signature of the directors, or the company's authorised signatory.

Any questions?

If you have any further questions please contact Kingi Hui on Kingi.Hui@ghd.com or 021 965 454.

Appendix A – Special conditions relating to the Property

Access arrangements (locks or animals):

Consent for working close to trees:

Reinstatement of specific features:

Any other conditions:

Plan A

Drainage plan to show route, dimensions of new drainage and relation to other drainage infrastructure

Plan B