



View Instrument Details

Instrument No	13600609.1
Status	Registered
Lodged By	Fry-Irvine, Liza Jean
Date & Time Lodged	04 May 2026 13:06
Instrument Type	Unit Titles Act 2010 - Notice/Change of Rules - s105 &106

Affected Records of Title	Land District
WN53D/719	Wellington

Annexure Schedule	Contains 17 Pages
--------------------------	-------------------

Signature

Signed by Liza Jean Fry-Irvine as Applicant Representative on 04/05/2026 01:05 PM

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

Form 15**Notice of change to body corporate operational rules***Section 106, Unit Titles Act 2010***Unit plan:** DP 86157**Body Corporate Number:** Metro Thorndon Apartments - 86157**Supplementary record sheet:** WN53D/719**Notice**

The body corporate gives notice that the body corporate operational rules in Schedule 1 of the Unit Titles Regulations 2011 are changed as specified in the **attached** schedule of amendments.

The body corporate has adopted and modified the body corporate operational rules in Schedule 1 of the Unit Titles Regulations 2011 pursuant to special and ordinary resolutions passed at a general meeting held on 24th November 2025.

Signed for and on behalf of Metro Thorndon Apartments Body Corporate 86157



 Body Corporate Chairperson:

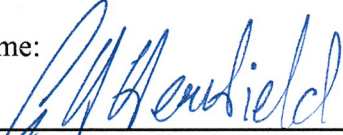
DAVID BIGGS

 Name

17/220 THORNDON QUAY

 PIPITEA, WELLINGTON

 Address

Before me: 

 Body Corporate Committee Member

Graeme Heanfield

 Name

11/220 Thorndon Quay

 Pipitea, Wellington

 Address

Date: 13 April 2026

METRO THORNDON APARTMENTS BODY CORPORATE 86157

OPERATIONAL RULES OF BODY CORPORATE NUMBER 86157

The Rules contained in Schedule 1 of the Unit Titles Regulations 2011 are hereby deleted and replaced by the following:

Interpretation and Definitions

In these Rules the following interpretations and definitions shall apply:

Words importing the singular shall include the plural, the masculine gender shall include all genders and shall include any form of incorporated or unincorporated body of persons.

Except where inconsistent with the context:

“the Act”	means the Unit Titles Act 2010 as amended from time to time and any Act passed in substitution thereof
“the Regulations”	means the Unit titles Regulations 2011 as amended from time to time and any Regulations passed in substitution thereof.
“the Committee”	means the Committee of the Body Corporate from time to time elected in accordance with the Act
“Commercial Units”	means the principal units numbered 23, 24 and 25 on the Unit Plan
“common property”	has the meaning given to those words by the Act (section 5(1))
“building elements”	has the meaning given to those words by the Act (section 5(1))
“infrastructure”	has the meaning given to those words by the Act (section 5(1))
“the building”	means the whole of the building or buildings comprising any part of the principal units, accessory units and common property as shown on the unit plan.
“unit”	means any principal or accessory unit on the unit plan
“accessory unit”	has the meaning given to those words by the Act (section 5(1))
“unit owner”	means the registered owner of a unit or a person who is entitled to be registered as an owner of a unit
“unit plan”	means the plan referred to in the heading at the top of the page.

PART ONE

Responsibilities of Unit Owners

1. Every unit owner shall:

a) By means of providing a key or door access code (as appropriate) permit the Body Corporate (or its agents or servants) at all reasonable hours and, except in emergencies, upon reasonable notice to the occupiers of the unit, to enter into his or her unit for any of the following purposes:

- View the condition of the unit
- Maintain, repairing or renewing, painting or refurbishing any common property
- Maintain, repairing or renewing, painting or refurbishing any building elements
- Maintain, repairing, renewing or refurbishing any infrastructure
- Ensure that these Rules are being observed

The Body Corporate, in exercising its rights under this rule, will cause as little disturbance as possible to the occupiers of the unit and will forthwith make good any damage caused to the unit.

b) Do all things necessary to give effect to decisions of the Body Corporate.

c) Consult with his or her mortgagee, if required to do so, before exercising a vote where the counting of votes is subject to request for poll. Where the unit is occupied by persons other than the owner, the owner must ensure that either they or the person/body delegated to manage the unit on the owner's behalf:

- i. Provides a current copy of the Body Corporate Operational Rules to the occupier
- ii. Shows the occupier the location of each of the fire detectors, explains their operation and shows the occupier the location of the building's fire exits;
- iii. Advises the occupier of the Wellington City Council rules for disposal of waste;
- iv. Obtains a receipt signed by the occupier confirming the occupier's receipt of the information set out in items (i) to (iii) above.

The owner is responsible for providing the signed receipt to the Body Corporate.

d) Comply in all respects with all Acts, Bylaws, and Regulations for the time being in force insofar as they relate to the use and occupation of the unit.

e) Forthwith and at all times carry out all work that may be ordered by any competent local authority or any public body, or by the Body Corporate pursuant to the Act and these Rules, in respect of the unit, to the satisfaction of that authority or body or, in the case of the Body Corporate, to its reasonable satisfaction.

- f) Duly and punctually pay all rates, taxes, charges and other outgoings from time to time payable in respect of the unit to any local authority or public body and all sums properly levied by the Body Corporate in accordance with the Act and these Rules.
- g) Repair and maintain the unit in good order and condition (except to the extent that the Body Corporate is obliged to do so under these Rules or in accordance with the Act) and ensure that no damage or harm is done to any building element or infrastructure or the common property or any other part of the building.
- h) Notify the Body Corporate of any proposed additions or structural alterations.
- i) Obtain the consent of the Body Corporate before commencing any additions or structural alterations that affect other unit owners.
- j) Observe and comply and procure the observance and compliance of all persons under his or her control (including but not limited to invitees, agents and tenants) with these Rules and any bylaws of the Body Corporate which may from time to time be in force and ensure that any breaches in respect thereof are remedied forthwith.
- k) Not permit or allow any accessory unit designated for a particular use (such as carparking or storage) to be used for any other use.
- l) Except for the units designated Commercial Units (principal Units 23, 24 and 25), use the unit for residential purposes and subject to any rules made by the Body Corporate for office or other use permitted by the Wellington City Council Resource Management requirements.
- m) In respect of the Commercial Units, not use or permit the same to be used for any purpose other than retail shopping, show and display rooms, offices or any other use permitted under the Wellington City Council Resource Management requirements.
- n) If a Commercial Unit is used for retail purposes, the hours of trading shall be restricted to 7.00 am to 11.00 pm unless otherwise agreed to by the Body Corporate whose consent shall not be unreasonably withheld providing no nuisance or disturbance is caused to other unit occupiers.
- o) Pay punctually all assessments and charges that may be payable for water, gas, electricity, telephone and other services supplied to the unit.
- p) Not do or suffer to be done to the unit any act or thing by reason of which any increased or extra premium may become payable for any insurances held by the Body Corporate or by reason of which any policy or policies of insurance by the Body Corporate may become void or voidable.
- q) Not interfere with, adjust, damage or remove any chattels, fixture or fitting, lighting systems, fire protection systems, entrance way doors (including car parking area doors) intercom

system, security system, lift or other item used or intended for use in the building in connection with the common property.

r) Notwithstanding anything hereinbefore contained or implied, the Owner(s) or Occupier(s) from time to time of Principal Unit 23 shall at all times have the right of access over such portion of Accessory Unit AI-JA on the second floor of the building as will allow adequate access to and from the lift room incorporated in Accessory Unit AU23 for the purposes of repair, maintenance or replacement of the lift as required from time to time by such Owner(s) or Occupier(s).

Powers and Duties of the Body Corporate

2. Body Corporate duties of repair and maintenance [Section 138]

a) The Body Corporate must manage, maintain and keep in a good state of repair the common property and any assets owned by the Body Corporate or designed for use in connection with the common property.

b) The Body Corporate must maintain, repair, or renew all building elements and infrastructure that relate to or serve more than one unit.

c) The Body Corporate may access at all reasonable hours any unit to enable it to carry out repairs and maintenance under this Rule.

d) Any costs incurred by the Body Corporate that relate to repairs to building elements and infrastructure contained in a principal unit are recoverable by the Body Corporate from the owner of that unit as a debt due to the Body Corporate (less any amount already paid) by the person who was the unit owner at the time the expense was incurred or by the person who is the unit owner at the time the proceedings are instituted.

3. The Body Corporate shall:

a) On request, produce to any unit owner, or a registered mortgagee of any unit, or any person authorised in writing by the unit owner or registered mortgagee of any unit, all policies of insurance effected by the Body Corporate under the provisions of Section 135 of the Act and the receipt for the last premiums paid in respect thereof. A reasonable fee may be charged for this service.

b) Insure and keep insured the building and other improvements on the land to the full insurable value thereof (including demolition costs and architects fees) against fire and such other risks as are set out in the Act.

c) Charge or levy unit owners whatever amounts are necessary to meet expenditure incurred or to be incurred in connection with any matter, which the Body Corporate is required to or may

carry out pursuant to the Act and these Rules including a contribution to any deferred maintenance fund or Long Term Maintenance Fund established pursuant to Rule 6(f).

d) In addition to the foregoing, carry out any other duties imposed on it by the Act

4. The Body Corporate has the power and duty to:

- i. Fix and reassess ownership and utility interests [Section 184].
- ii. Act as agent for those unit owners who lease out their unit and are absent from the country for more than three consecutive weeks for the purpose of enforcing the Body Corporate Operational Rules.
 - a) This applies where owner absent longer than 3 weeks
 - b) Owner must appoint agent, unless already appointed; and advise the Body Corporate of the agent's name, address and contact details
 - c) Agent has power to enforce the Body Corporate operational rules
 - d) If owner does not appoint an agent (or agent fails to enforce Body Corporate operational rules) the Body Corporate may enforce those rules
- iii. Keep and maintain a register of owners
- iv. Sign certain documents on behalf of a unit owner:
 - a) A Body Corporate may serve an owner a notice requiring the owner to sign a document to carry out a resolution
 - b) The Body Corporate may sign the document if the owner fails to sign within 10 days or refuses to sign
- v. Call for general meetings
- vi. Comply with the Body Corporate Operational Rules
- vii. Delegate certain powers to the Body Corporate Committee
- viii. Keep proper financial records
- ix. Establish and maintain a Long Term Maintenance Plan
- x. Raise amounts for each fund including operating account, long-term maintenance fund, contingency fund, capital improvement fund, by the imposition of levies
- xi. Spend, borrow or invest money and distribute surplus money and property to the unit owners

xii. Keep accounting records and submit yearly financials to an auditor except where the Body Corporate decides at the annual general meeting, to not have the financial statements audited or reviewed

xiii. Insure buildings and other improvements

xiv. Apply insurance proceeds to reinstatement of the building unless the Body Corporate decides otherwise

xv. Repair and maintain common property and other property

xvi. Provide records and documents on request of a unit owner

xvii. Any other duties conferred by the Act or Regulations

5. The Body Corporate must keep accounting records that:

i. Correctly record and explain the transactions of the Body Corporate; and

a) Will at any time enable the financial position of the Body Corporate to be determined with reasonable accuracy; and

b) Will enable the financial statements of the Body Corporate to be readily and properly audited or reviewed

ii. Except as provided in Rule 5 viii, within 2 months after the end of each financial year, the Body Corporate must:

a) Submit its financial statements to an independent auditor for auditing; or

b) Submit its financial statements to an accountant for review; or

c) Engage an accountant to undertake specific verification procedures as determined by the Body Corporate by special resolution at a general meeting.

iii. The financial statements must be in the prescribed form and contain the matters prescribed by the Regulations.

iv. The Body Corporate must pay any costs incurred under Rule 5 ii.

v. A copy of the financial statements for the most recent financial year must accompany the notice of the Annual General Meeting.

vi. The Body Corporate must comply with any reasonable request by a person appointed to undertake any of the functions described in Rule 5 ii, that the Body Corporate answer questions or provide information within 20 working days after receiving the request.

vii. Any person appointed to undertake any of the functions described in this Rule 5 ii must be a person who is qualified to act as an auditor for a company in accordance with Section 199 of the Companies Act 1993.

viii. The Body Corporate may, at the Annual General Meeting, decide by special resolution that Rule 5 ii does not apply for a particular year.

6. The Body Corporate may:

a) Borrow any money necessary to enable it to adequately perform its duties or exercise its powers. Except for facilitating the payment of insurance premiums, the borrowing of any money is subject to approval by ordinary resolution at a general meeting of owners.

b) Invest any money for the time being held by it in such manner as the Body Corporate may determine.

c) Establish a current account at a bank and nominate who may operate it.

d) Enter into any agreements with a unit owner or an occupier of any unit for the provision of amenities or services by it to the unit or to the unit owner or occupier.

e) Grant to a unit owner or to anyone claiming through him or her, any special privilege (including a lease) in respect of the enjoyment of part or parts of the common property.

f) Establish if thought fit a fund (to be called a "deferred maintenance fund"/"Long Term Maintenance Fund") to make incremental provision for future expenditure of a substantial nature occurring infrequently and/or at irregular intervals such as exterior repainting of the building, roof repairs, common area refurbishment and the like.

g) Enter into any agreement with any person or persons to act as Secretary, Accountant and/or Manager of the Body Corporate or of the building for the purposes of carrying out the management of the units and/or the duties of the Body Corporate at such remuneration and upon such terms and conditions as the Body Corporate may decide.

h) Have removed any motor vehicle parked or any article stored on any part of the building in contravention of these Rules and recover the cost (including supervision) of the removal of such motor vehicle or article from the owner thereof and neither the Body Corporate nor any servant or agent of the Body Corporate employed for such purpose shall be under any liability to any person for any damage resulting from the removal (or subsequent storage) of any such vehicle or article.

i) Carry out any repairs or works which any unit owner is obliged to do or carry out under the provisions of the Act or under these Rules and which such unit owner has failed to do after written notice has been served on such unit owner requiring him or her to repair within a reasonable period.

j) Charge to and recover from any unit owner all costs and expenses incurred in and about any repairs, works or act carried out in remedying any breach by any unit owner of any obligation under the Act or these Rules.

k) In addition to the foregoing, exercise any other powers given to it by the Act.

Delegation

7. The Body Corporate may not delegate the following powers:

- a) The general power of delegation;
- b) The ability to reassess ownership interests and utility interests
- c) The obligation to comply with Body Corporate operational rules
- d) The application of insurance monies towards reinstatement of the development

8. The Body Corporate may delegate certain powers to the Body Corporate Committee by Special resolution.

9. Powers and duties of the Body Corporate

- a) Fixing and re-assessment of the ownership interest and the utility interest (may not be delegated)
- b) Act as an agent for the unit owners who lease or licence their principal unit and are absent for the purpose of enforcing the Body Corporate operational rules
- c) Keep and maintain a register of all the owners of principal units and accessory units on the plan
- d) Power to sign documents on behalf of the owner
- e) The calling of general meetings
- f) Comply with the Body Corporate operational rules (may not be delegated)
- g) General power of delegation (may not be delegated)
- h) Establishment and maintenance of the funds
- i) Establish and maintain a long term maintenance plan
- j) Raising of amounts for each fund and the imposition of levies on the unit owners to establish and maintain each fund
- k) Spending, borrowing, and investing of money and the distribution of surplus money and property

- l) Keeping of accounting records and submission of its yearly financial statements to an independent auditor except where the Body Corporate decides at the annual general meeting, to not have the financial statements audited or reviewed
- m) Insurance of the buildings and other improvements on the land
- n) Application of insurance moneys in or towards reinstatement of the development (may not be delegated)
- o) Repair and maintenance of the common property , assets designed for use in connection with the common property, infrastructure , and building elements and access for those purposes
- p) Provision of records and documents on request from a unit owner
- q) Any other provisions of the Act, any other Act, or the Regulations that confer powers or duties on the Body Corporate and subject to any limitations to those powers and duties in the Act, any other Act, or the Regulations
- r) Determination that a unit owner is using or allowing their unit to be used for short term rental or accommodation activities.
- s) Recovery from any unit owner which allows their unit to be used for short term rental or accommodation activities the additional costs in relation to this use or intended use of the unit, including additional insurance, administration and legal costs.

Delegation of duties and powers

10. Except as provided in Rule 11, the Body Corporate may delegate any of its duties or powers, either generally or specifically, to the Body Corporate Committee by Special Resolution and written notice.

11. The Body Corporate must not delegate any of these powers:

- a) The general power of delegation;
- b) The reassessment of ownership interests and utility interests
- c) To comply with the Body Corporate Operational Rules
- d) The application of insurance monies in or towards reinstatement of the development

12. The Body Corporate Committee cannot delegate any of the powers it has had delegated to it. (The Body Corporate Committee may contract with third parties to carry out some of the duties, for example with a professional manager or Secretary to manage finances, financial and associated administration services to a third party, known under the old Act as the "Secretary".)

13. Any contracting needs to be authorised by ordinary resolution. The Body Corporate Chairperson or the Committee Chairperson (if so authorised) is required to sign any Deeds or written contracts, with their signature witnessed by one member of the Body Corporate Committee, or if there is no Committee, one member of the Body Corporate.

Disclosure Statements

14. Notwithstanding anything contained in these Rules, the Chairperson of the Body Corporate or any other person(s) or body duly authorised by the Chairperson or the Body Corporate in that behalf may in the name of and on behalf of the Body Corporate give Pre-Contract Disclosure Statements and Pre-Settlement Disclosure Statements pursuant to Section 146 and Section 147 of the Act to any person authorised in writing by any unit owner to request such Statement , or to the purchaser or mortgagee of any unit

15. On the sale or refinance of any unit, the Chairperson of the Body Corporate or any other person(s) or body duly authorised by the Chairperson or the Body Corporate in that behalf may charge a reasonable fee to the seller of the unit for administrative work in relation to the sale or refinance including the provision of a Pre-Contract Disclosure Statement and/or a Pre-Settlement Disclosure Statement to the purchaser and/or the prospective mortgagee of the unit.

PART TWO

1. An owner or occupier of a unit must not:

- a) Damage or deface common property
- b) Leave rubbish or recycling material on the common property
- c) Create noise likely to interfere with the use or enjoyment of the unit title development by other owners or occupiers
- d) Park on common property unless the Body Corporate has designated it for car parking, or the Body Corporate consents
- e) Interfere with the reasonable use or enjoyment of the common property by other owners or occupiers

2. An owner or occupier of a unit must dispose of rubbish hygienically and tidily.

3. A unit owner or occupier of any unit or any person under his control (including without limitation, tenants, tenants agents and invitees) shall not:

Use

a) Use or permit his or her unit to be used for any purpose which is illegal or may be injurious to the reputation of the building or which may interfere with the peaceful enjoyment of any other unit by its owner or occupiers.

Noise

b)

i. Make or permit any objectionable loud noises in or about any unit or common property which interferes with the peaceable enjoyment of another unit owner, occupier of a unit, or of any person lawfully using the common property;

ii. Breach any noise control regulations or the terms of any local authority permits or licences in relation to the operation of a business from the unit;

iii. Use or allow to be used any loud speakers outside of the unit unless otherwise approved in writing by the Body Corporate;

A unit owner or occupier of a unit must:

iv. Ensure all musical instruments, radios, stereo equipment, television sets or any other electronic device or instrument are controlled so that the sound arising there from shall be reasonable in the circumstances and not cause annoyance to any other unit owner or occupier of a unit;

v. Ensure that any social gathering in the unit shall not generate noise which unreasonably interferes with the peace and quietness of any other unit owner or occupier of a unit, at any time of day or night;

vi. Ensure that agents, guests and invitees leaving the unit after 11.00pm and before 6:00 am are required by the unit owner or occupier of the unit to leave quietly;

vii. Ensure that the unit owner or occupier of the unit (and any person under the control of a unit owner or occupier of a unit) returning to the building late at night or in the early hours of the morning do so quietly;

viii. Ensure that in the event of any unavoidable noise in the unit at any time, the unit owner or occupier of the unit shall take all practical means to minimise annoyance to other unit owners or occupiers of a unit.

Pets

c) An owner or occupier of a unit must not keep any pets or animals in the unit other than a domestic cat or caged birds and in such case unless the following rules are strictly adhered to:

i. Consideration of the right of other unit owners and occupiers to quiet enjoyment of their respective units is paramount.

ii. Such pets must be properly controlled at all times. No more than two domestic cats or caged birds may be kept.

iii. Any damage to any common property or to any other owner's unit caused by a pet will be rectified forthwith by the unit owner or, if such unit owner shall default, by the Body Corporate at the expense of that unit owner.

iv. Any complaints by residents of the building in respect of any such pet shall be made to the Committee of the Body Corporate and shall be considered by the Committee and any directions concerning the control or removal of the offending pet made by the Committee must be followed immediately. Any decision of the Committee in this regard shall be final; and

v. Any cats shall be inoculated so as to be kept free of disease and shall be speyed or neutered. If requested by the Body Corporate the occupier must provide a current inoculation certificate and documented evidence of the cat having been spayed or neutered.

Nuisance or Disturbance

d) An owner or occupier of a unit must not use the common property in such a manner as unreasonably to interfere with the use and enjoyment thereof by other owners or occupiers and their families and visitors.

e) An owner or occupier of a unit must not use or permit the unit to be used in such a manner or for such purpose as to cause nuisance, annoyance, disturbance, damage or injury to any occupier of any other unit (whether unit owner or not).

Trespass

f) An owner or occupier of a unit must not obstruct or interfere with or disturb or trespass upon the rights of any unit owner or occupier of any other unit.

Obstruction to Common Property

g) An owner or occupier of a unit must not do or permit to be done anything whereby any obstruction, restriction or hindrance may be caused to the entrances, lifts, exits, hallways, passages, stairs, balconies, common property or to the other persons lawfully using the same. Occupier's property is not to be left in or stored in common areas.

Falling Articles

h) An owner or occupier of a unit must not throw or allow to fall any paper, rubbish, refuse, or any substance whatsoever from any window, balcony, door or other part of a unit or common property. Any damage or costs of cleaning or repairing caused by the breach hereof shall be borne by the owner or occupier of the unit concerned.

Laundry

i) An owner or occupier of a unit must not hang or display in such a way as to be visible from the exterior of the building any washing, clothing, bedding or other articles.

Signs

j) An owner or occupier of a unit must not, except with the consent of the Body Corporate Committee, paint, install, erect or allow the installation or erection for display or otherwise of any signs, advertisements, notices, posters, placards, hoardings, banners or like matter on any part of the exterior of the building or on any exterior window of the building or on any part of the common property. Any such consent may be given subject to such stipulations and conditions as the Committee sees fit to impose but it shall not be unreasonably withheld.

Auctions

k) An owner or occupier of a unit must not hold any auction, sale or such like activity in any part of the building, accessory units or common property but the foregoing prohibition shall not preclude an auction sale of an owner's unit where any such sale is conducted with the prior approval of the Committee, such approval not be unreasonably withheld. Any such approval given by the Committee may impose such stipulations and conditions as it thinks fit.

Depositing of Rubbish

l) An owner or occupier of a unit must not deposit or throw away any rubbish, dirt, dust or other material anywhere except into bins or receptacles provided for this purpose and in accordance with the directions given by the Committee from time to time and shall ensure that any refuse is securely wrapped and, in the case of tins or other containers, completely drained of liquid.

Dangerous substances

m) An owner or occupier of a unit must not:

- i. use any chemicals or burning fluids except recognised LPG and gas cookers/heaters in lighting or heating the unit nor in any other way cause or increase a risk of fire or explosion in the unit, unit balcony, garage area or on any common property;
- ii. cause or allow anything to be done in a unit, balcony, garage area or on the common property which may be or become a fire hazard;
- iii. Produce, use or store any hazardous, illegal or flammable materials within any unit, unit balcony, garage area or on any common property;
- iv. Smoke, or allow any guests to smoke, including vaping, inside any unit, unit balcony, the garage or the common property.

Drains

n) An owner or occupier of a unit must not use for any purpose other than for which they were constructed, any water closet, convenience, drain or other water apparatus or put therein any sweepings, rubbish, rags or other unsuitable substance.

Wasting water

o) An owner or occupier of a unit must not waste any water or fail to ensure that any water taps in the unit or common property are properly turned off after use.

Security

p) An owner or occupier of a unit must not do anything or allow anything to be done which might detract from endeavours to protect and keep safe the common areas, the car park areas and the units and any property contained therein from fire, theft or damage from any cause.

Damage to Common Property

q) An owner or occupier of a unit must not mark, paint, drive nails or screws or like into or otherwise damage or deface any structure that forms any part of the common property.

Blinds and Curtains

r) An owner or occupier of a unit must not affix or hang to external windows, blinds, drapes or curtains visible from outside such unit except with a backing of a white or cream colour.

Fire Alarm Activation

s) In the event that a unit occupier activates the fire alarm system the owner or their agent:

- i. Must write to the New Zealand Fire Service explaining the cause of the activation;
- ii. Is liable for the cost of resetting the alarm in the event that the New Zealand Fire Service charges for the call out;
- iii. Owner may be liable for New Zealand Fire Service cost if there is a charge for the callout.

Disposal of Rubbish

t) In the event that the Wellington City Council invoices the Body Corporate for failure of an occupier to adhere to Council waste disposal rules, the Body Corporate shall invoice the unit owner.

Fire drills etc

u) A unit owner or occupier of any unit or any person under his or her control (including without limitation, tenants agents and invitees) shall perform from time to time fire drills and observe all

necessary emergency evacuation procedures when required to do so from time to time by the Committee or the Body Corporate.

Dispute Resolution

4.

a) Each unit owner, as a member of the Body Corporate and, where applicable, as a member of the Committee, shall at all times act in a manner which promotes harmony and cooperation among the members of the Body Corporate and among the occupants of the units and will use his or her best endeavours to avoid disputes.

b) Where a dispute nonetheless arises, each unit owner will actively and in good faith seek to resolve it by discussion and negotiation. The provisions which follow in this rule relate to disputes which follow in this Rule to disputes which have not been so resolved.

c) In respect of disputes between unit owners, such must be referred to the Committee and any party to the dispute may make such referral. The Committee shall attempt to resolve the dispute and shall have power, if all parties to the dispute so agree in writing, to decide upon the matters in dispute in which event its decision shall be final and binding on all parties to the dispute. If the Committee is unable to resolve the dispute and is not empowered by the parties to decide upon the matters in dispute, the Committee shall refer the dispute to an independent third party ("the arbitrator"). The Committee shall make reasonable endeavours to obtain agreement among the parties to the dispute as to who shall be appointed as arbitrator but it is not necessary that such agreement be obtained. Once the arbitrator has been appointed, the matter shall thereafter be deemed to be a submission to arbitration by the parties in dispute and shall be concluded in accordance with the provisions of the Arbitration Act 1996 and its amendments.

D) In respect of disputes between the Committee on the one hand and a unit owner on the other or between the Body Corporate on the one hand and a unit owner on the other, many will perforce be dealt with in accordance with the Act and these Rules by way of resolution passed at a duly convened meeting of the Committee or of the Body Corporate as the case may be. But in respect of matters not so dealt with or where a dispute concerns the proper interpretation of these Rules or where the reasonableness of a decision or resolution of the Committee or of the Body Corporate is in issue (and is contestable in terms of the Act or these Rules) or where a deadlock arises out of an equality of votes at any meeting of the Committee or of the Body Corporate (and a casting vote is either not available or is not exercised), then and in any such case the matter in dispute, issue or deadlock shall be referred, unless the parties mutually agree to some alternative dispute resolution mechanism, to arbitration in accordance with the provisions of the Arbitration Act 1996 and its amendments.

Letting

5. For the purpose of ensuring adequate control and maintenance of the building at all times, every unit owner shall, when creating a lease or tenancy or other right of occupation in favour of some person other than his or her immediate family:

- a) Notify the Chairperson of the Body Corporate in writing of the name of any such person; and
- b) ensure that the proposed lessee, tenant or occupier has received, perused and signed a copy of the Rules of the Body Corporate, and has actively affirmed their consent to the Rules and their consent to the enforcement of the Rules by the unit owner and the Body Corporate; and
- c) Ensure that such person enters into a written agreement which shall include a provision that such person will abide by the Rules of the Body Corporate; and shall produce to the Committee or Chairperson a copy of such agreement when requested to do so.

Emergency Contact

Each unit owner shall advise the Chairperson of the Body Corporate of the postal address and telephone number and email address of the unit owner and shall keep the Chairperson properly informed of any change of such postal address or telephone number or email address.