

FINAL

## **Head Contract**

for the Design, Manufacture, Supply, Installation and Maintenance of Signage and passenger information assets, and related works

**Wellington Regional Council (GWRC)**

**Dzine Signs & Display Limited**



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**Agreement** dated 4 October 2024

## Parties

- 1 **Wellington Regional Council** is a territorial authority constituted by the Local Government (Wellington Regional) Reorganisation Order 1989, Gazette 1989, p 2491, and as referred to in Part 2 of Schedule 2 of the Local Government Act 2002 ('**GWRC**')
- 2 **Dzine Signs & Display Limited** ('**Contractor**')

## Background

- A The Contractor is in the business of designing, constructing, supplying, maintaining and installing signs and passenger information assets.
- B GWRC wishes to engage the Contractor to design, construct, supply, install, and maintain signage associated with GWRC activities, including public transport and parks. GWRC issued a request for proposals for the provision of the works and services dated 19 April 2024 ('**RFP**'), in which GWRC outlined its requirements in relation to these services.
- C The Contractor responded to the RFP by submitting a response dated 17 May 2024, in which the Contractor identified the extent to which it is able to design, construct, supply, install, and maintain signage and undertake related civil works that meet GWRC's requirements.
- D In reliance on representations contained within the Contractor's response to the RFP, GWRC has agreed to engage the Contractor, and the Contractor has agreed to its engagement, and to construct, supply, maintain and install the various signage and undertake related civil works in accordance with, and subject to the conditions of, this agreement.

## Agreement

### 1 Definitions and interpretation

#### 1.1 Definitions

In this agreement, unless the context otherwise requires:

'**Background IPR**', in respect of a person, means:

- a all IPR owned by and/or licensed to that person (or its licensors) in existence prior to the Commencement Date;
- b all IPR of that person developed following the Commencement Date, to the extent such IPR were developed outside the scope of the performance of the Services or delivery and use of any Deliverables (including pursuant to any Work Order).

'**Commencement Date**' means the date specified in the Commercial Terms as the 'Commencement Date'.

'**Commercial Terms**' means the terms set out in Schedule 1.

'**Contract Manager**' means the person set out in the Commercial Terms.

'**Contractor's Representative**' means the person set out in the Commercial Terms.

'**Due Date for Completion**' means in relation to Services or a Work Package the date stated in the relevant Work Order as extended under clause 19.

'**Date of Completion**' means the date referred to in clause 19.3a.

'**Deliverables**' means all documents, items, product, and materials (in any form) the Contractor delivers to GWRC in connection with the performance of the Services, including any Signage Works, and '**Deliverable**' means any one of them.

'**Design Documentation**' means such design calculations, drawings, specifications, and other information as are necessary to show the arrangement and details of the designed subject matter, the grade and quality of materials to be used, and any specific fabrication or construction methods required by the design.

'**Drawings and Specifications**' means the documents attached as Schedule 4 as well as any Design Documentation generated in connection with this agreement.

'**Enabling Works**' means civil works such as:

- a excavation;
- b other minor earthworks;
- c construction of concrete foundations;
- d minor carpentry;
- e electrical works;
- f footpath works and surface reinstatements; and
- g relocation of services.

which are necessary to the carrying out of Services under clauses 4.2a to 4.2b but which are not already provided for in the Drawings and Specifications and may be designed by a separate contractor.

'**Force Majeure Event**' means an event or circumstance beyond the reasonable control of a party, including:

- a fire, flood, explosion, earthquake, storm or other natural disaster; or
- b civil commotion, hostilities (whether war is declared or not), sabotage, an act of terrorism, chemical or biological contamination;

but excluding any event or circumstances to the extent the effects of such event or circumstances could reasonably have been provided against, avoided, or mitigated by the Contractor.

'**Good Industry Practice**' means, in relation to any undertaking and any circumstances, the exercise of the degree of skill, care, prudence, diligence and foresight that would reasonably be expected to be observed by a skilled and experienced contractor engaged in carrying out activities the same as or similar to the Services under the same or similar circumstance.

'**GWRC IPR**' means:



- a all Background IPR owned by or licensed to GWRC (other than the Contractor's Background IPR);
- b all IPR in and to the Signage Works;
- c all IPR in and to any modifications, adaptations, developments to, or applications of, the Signage Works where specifically commissioned; and
- d all IPR in any Deliverables, including any Deliverables that GWRC specifically commissions Contractor to develop and/or deliver to GWRC as set out or referred to in the relevant Work Order.

**'GWRC's Requirements'** means GWRC's written requirements for any design-related Services which may form a part of a Work Order which are identified as GWRC's Requirements and which:

- a shall include the purpose and performance requirements for the relevant Services; and
- b may include outline or preliminary design, design concepts, and GWRC's objectives for the relevant Services;
- c may include drawings, specifications, or other design documentation prepared by or on behalf of GWRC.

**'HSW Act'** means the Health and Safety at Work Act 2015.

**'Initial Term'** means the period specified in the Commercial Terms as the 'Initial Term'.

**'IPR'** means:

- a all intellectual property rights throughout the world, including rights in respect of copyright, patents, moral rights, designs, trade secrets, and know-how (in each case whether registered or unregistered); and
- b any application or right to apply for registration of any of the rights referred to in paragraph a above.

**'GW Minor Works'** means the assets described in clause 4.2h.

**'GW Design'** means the services described in clause 4.2g.

**'GW Signage'** means the signage described in clause 4.2a.

**'Living Wage Rate'** means, during the applicable period, such hourly rate as set by Living Wage Aotearoa on their website ([www.livingwage.org.nz](http://www.livingwage.org.nz)) and updated annually.

**'Purchase Price'** means the purchase price payable by GWRC for the Services, as determined in accordance with clause 7.

**'Renewal Services'** means the services described in clause 4.2b.

**'Renewal Term'** means the period specified in the Commercial Terms as the 'Renewal Term'.

**'Right of Renewal'** means a right of renewal specified in the Commercial Terms.

**'Schedule of Prices'** means the schedule of prices attached as Schedule 3.



'Services' means the each of the services described in clause 4 and which are set out and instructed in a Work Order.

'Signage Materials' means the materials referred to in clause 4.2d.

'Signage Works' means:

- a any signs or components of signs designed, fabricated, installed, renewed, and/or configured within the scope of the Services; and
- b all other designs, drawings, models, specifications, components, prototypes, manuals, and instructions created in connection with the Services, including tooling designs, in each case including Design Documentation but excluding any Background IPR of the Contractor or that which the Contractor has developed outside of GWRC specific commission.

'Term' means the term of this agreement, as described in clause 3.

'Work Order' means a work order issued by GWRC in accordance with clause 5.

'Work Package' means a group of Services identified by a Work Order as being arranged into a Work Package. A Work Package shall have its own distinct Due Date for Completion and the Services which form the Work Package shall not have separate Due Dates for Completion but shall be complete for the purposes of this agreement only when the Work Package is complete.

**Working Day** means a day when most businesses are open for business in New Zealand. It excludes Saturday, Sunday, and public holidays.

## 1.2 Rules of interpretation

In interpreting this agreement, the following rules must be applied unless the context otherwise requires:

- a **Headings:** Clause and other headings are for reference only and are not an aid in interpretation.
- a **Statutes:** References to statutory provisions will include references to all regulations, orders, rules or notices made under that statute and references to a statute or regulation will be construed as references to those statutes or regulations as they may be amended or re-enacted or as their application is modified by other provisions from time to time.
- b **Interpretation:** Nothing in this agreement is to be interpreted against a party solely on the ground that the party put forward this agreement or any part of it.
- c **References:** References to any party includes that party's agents, representatives, subcontractors and/or employees.

## 1.3 Precedence

To the extent that there is any inconsistency between the documents that form part of this agreement, the following descending order of precedence applies (in that provisions or documents will prevail over provisions or documents listed below them to the extent of any inconsistency):

- a the relevant Work Order;
- b any amendment to this agreement agreed by the parties in accordance with clause 27;



- c clauses 1 to 278 of this agreement;
- d the schedules to this agreement; and
- e any other documents incorporated by reference into this agreement.

## 2 Appointment

- 2.1 GWRC hereby appoints the Contractor to undertake the Services, on the terms and subject to the conditions of this agreement, and the Contractor hereby accepts such appointment. The Contractor acknowledges that this appointment is not exclusive and that GWRC may still use other providers for the Services, in accordance with the GWRC supplier engagement process described in the SOP to be developed and agreed between the parties within 1-year of the Commencement Date.
- 2.2 The Contractor warrants that, for the Term, it shall maintain sufficient resource to perform the Services set out in this agreement and in any Work Order.

## 3 Term

- 3.1 This agreement comes into force on the Commencement Date and will and, without prejudice to clause 22.9, will automatically expire at the conclusion of the Initial Term (or if applicable, the Renewal Term) unless:
  - a GWRC elects (at its sole and absolute discretion) to exercise a Right of Renewal (as set out in the Commercial Terms) and thereby renews this agreement for the Renewal Term by giving notice of renewal in writing to the Contractor, no fewer than 6 months prior to the expiration of the Initial Term or Renewal Term; or
  - b this agreement is terminated earlier in accordance with clause 22 or clause 23.4.
- 3.2 Upon automatic renewal of this agreement the Contractor shall honour all clauses, variations, work orders, and the current pricing schedule until the time that the annual amendments are agreed to and take effect. GWRC agrees to maintaining continuous business as usual throughout this period under the same conditions.
- 3.3 On the expiry of this agreement (whether automatically, on termination, or for any other reason) the Contractor shall (promptly and at no expense to GWRC):
  - a return to GWRC any Drawings and Specifications, Signage Materials, Deliverables, calculations, programmes, methodologies and applicable licences used in connection with the performance of the Services which the Contractor has in its possession or under its control; and
  - b provide assistance and support, as reasonably requested, in relation to the transition to a new or alternative contractor that may be engaged by GWRC.

## 4 Services

- 4.1 GWRC may from time to time during the Term of this agreement issue a Work Order to the Contractor instructing the Contractor to perform any of, or any combination of Services and the



Contractor shall carry out such Services. For the avoidance of doubt, one Work Order may instruct the carrying out of multiple Services which may be arranged into Work Packages.

4.2 The **Services** are:

- a The design, construction, fabrication, and installation (including the carrying out of any Enabling Works) of signs associated with Metlink bus, ferry and rail operations as well as other signage required for other GWRC activities (**GW Signage**) in accordance with the Drawings and Specifications and in the configurations and at the sites specified in the Work Order;
- b the renewal of existing signage, and removal of existing end-of-life signage and installation of new signs (including the carrying out of any Enabling Works) in accordance with the Drawings and Specifications and in the configurations and at the sites specified in the Work Order (**Renewal Services**);
- c Scheduled inspections including deep cleans and warranty checks (**Maintenance Services**);
- d the fabrication and supply of components and fasteners used in connection with the assembly of GW Signage as listed in the Schedule of Prices (**Signage Materials**) in accordance with the Drawings and Specifications and as specified in the Work Order;
- e The design, fabrication, installation, and maintenance of infrastructure features that support signage, wayfinding, and passenger information;
- f The design, fabrication, installation, and maintenance of Bus Replacing Trains (BRT) LED electronic information displays; and
- g the design of, and preparation of Design Documentation for, new GW Signage, GW Minor Works, Renewal Services (to the extent applicable), or Signage Materials (but excluding the preparation of Design Documentation for Ancillary Services) (**GW Design**) in accordance with GWRC's Requirements as specified in the Work Order; and
- h excavation, construction, fabrication, and installation (including the carrying out of any Enabling Works) of concrete foundation pads (i.e. hardstands), asphalt remediation and electrical connections (**GW Minor Works**) in accordance with the Drawings and Specifications and in the configurations and at the sites specified in the Work Order; and
- i The design, production, and installation of promotional/ marketing collateral.

4.3 **Services generally**

The Contractor shall carry out Services in the manner required by this Contract, and including:

- a with all the due care and skill of an experienced contractor undertaking similar works to the Services;
- b in accordance with Good Industry Practice;
- c using appropriately qualified people;
- d to sound and accepted building standards;
- e in accordance and compliance with all relevant law and the requirements of any relevant authority;
- f to the extent required, so as to be structurally sound in all respects when completed;



- g in accordance with GWRC's Requirements (if applicable);
- h in accordance with the Drawings and Specifications;
- i by the Due Date for Completion; and
- j for the Purchase Price calculated in accordance with the Schedule of Prices.

## 5 Work Orders

### 5.1 Submission of Work Order

At any time during the Term, GWRC may request the Contractor to carry out any combination of the Services listed in clause 4.2 by submitting a Work Order to the Contractor.

### 5.2 Form of Work Order

GWRC will submit Work Orders in substantially in the form set out in Schedule 2 (Form of Work Order), provided that GWRC may from time to time amend the form of Work Order and shall give notice of such amendment to the Contractor.

### 5.3 Formation of contract

Each Work Order that is validly issued in accordance with this agreement, will form a separate contract between the parties, under which the Contractor agrees to undertake the Services requested on the terms set out in the Work Order and in this agreement.

### 5.4 Services to be separate

Each Work Order issued by GWRC will separately list each of the Services and identify any Work Packages such that each of the Services (or if applicable, any Work Packages) will have a separable and clearly identified Due Date for Completion.

## 6 Asset management system

6.1 All Services include the provision of asset information and a condition assessment of all signage and fittings using Asset Capture, the Dzine Signs Signage Asset Management system that has been built and licenced to GWRC.

6.2 During the Term of this agreement, GWRC may choose to migrate to a new asset management system to store asset information and condition assessments of all signage and fittings.

Where GWRC chose to migrate to a new asset management system, the Contractor will:

- (a) Ensure it is equipped with a mobile device that can access a web browser and/or the supplied field app, for which GWRC will provide suitable training, and
- (b) work with GWRC to migrate to the new asset management system, and in doing so will act in accordance with clause 6.3
- (c) provide GWRC a Price Change Notice to reflect changes to pricing that is affected by the migration and operational processes of using a new asset management system



- 6.3 It is expected the Contractor is equipped with a mobile device that can access a web browser and/or the supplied Asset Capture field app. Alternatively, it may be requested that asset data be provided from the Contractor in a spreadsheet format that can be uploaded without manipulation.
- 6.4 The Contractor must ensure data is accurate and provided as instructed by GWRC in order to aid asset management activities. It is expected that both the Contractor and GWRC update asset information in the required format as soon as practicable once the asset/s are replaced and/or maintained.

## 7 Price and payment

- 7.1 The Purchase Price payable in respect of the Services under a given Work Order undertaken by the Contractor in accordance with this agreement will be as calculated in accordance with the Schedule of Prices or as agreed pursuant to clause 7.2.
- 7.2 Where GWRC intends to propose Services for which the Purchase Price is not capable of being determined from the Schedule of Prices or where the Schedule of Prices is not applicable, GWRC may ask the Contractor to provide a price for the proposed Services by notice to the Contractor. The Contractor shall then provide by notice to GWRC a substantiated price for the proposed Services (**Proposed Price**) which includes the total net cost for those Services and a breakdown of the net costs involved in the proposed Services which includes all applicable rates. The Contractor shall not be entitled to charge an administration or processing fee in providing its Proposed Price. Within 20 Working Days of receiving the Proposed Price, or such other time as agreed by the parties, GWRC may, in its sole and absolute discretion, accept the Contractor's Proposed Price by issuing a Work Order in respect of the Services to the Contractor.
- 7.3 The Services shall be performed on a lump sum basis whereby the Contractor shall perform the Services and GWRC shall pay the price stated in the Work Order, plus any adjustments provided for in this agreement.
- 7.4 On-site overheads are the Contractor's normal expenses in completing the Services including costs of staff management and supervision, protective clothing and equipment, insurance premiums, bonds, on-site offices and facilities, temporary works, and similar. Off-site overheads and profit are the running costs of the contractor's business not required to complete the Services, including head office, administrative and financial overheads, plus profit. Unless expressly stated otherwise the rates in the Schedule of Prices are inclusive of all overheads and already contain an allowance for margin.

### **Payment claims / payment schedules**

- 7.5 The Contractor shall issue a single payment claim for each of the Services or Work Packages (as the case may be) it performs pursuant to a Work Order, and this shall be a final payment claim for such Services or Work Package. The Contractor shall issue its final payment claim to GWRC for the relevant Services or Work Package within 30 Working Days after the Date of Completion of those Services or the relevant Work Package under clause 19.3a, for the Purchase Price of the Services or Work Package completed. The Contractor shall provide GWRC with records of costs,



expenses, and works carried out and any other information related to the Services, as GWRC may reasonably require.

- 7.6 The Contractor shall not issue separate payment claims for separate Services where those Services form part of the same Work Package.
- 7.7 Within 10 Working Days of receipt of a payment claim from the Contractor, GWRC may (but is under no obligation to) provide the Contractor with a payment schedule which:
- a states the amount GWRC intends to pay the Contractor in relation to that payment claim; and
  - b where GWRC intends to pay the Contractor less than the amount claimed in the payment claim, sets out GWRC's reasons for paying the lesser amount and the manner in which GWRC calculated the amount, including for any deductions or damages.

(the **Scheduled Amount**).

- 7.8 Irrespective of whether GWRC issues a payment schedule, the Contractor shall issue a valid tax invoice to GWRC for the value of its payment claim or the Scheduled Amount certified in a payment schedule issued by GWRC (as applicable) between 11 and 15 Working Days from GWRC's receipt of the payment claim. The Contractor is required to email the invoice to [accounts@gw.govt.nz](mailto:accounts@gw.govt.nz) and any other address specified by GWRC. To be validly issued under this clause, the tax invoice shall contain the following information:
- a The invoice date and the words "tax invoice"
  - b The Contractor's tax invoice number and GST number;
  - c The Contractor's full company name, and street or postal address;
  - d The full name and address of GWRC being "Wellington Regional Council, 100 Cuba Street, Te Aro, Wellington 6011";
  - e Whether the invoice is GST inclusive or exclusive;
  - f The Scheduled Amount subtotal, GST amount and total amount of the invoice;
  - g Details of what the invoice is for and the payment schedule to which it relates; and
  - h The relevant Work Order number.
- 7.9 GWRC shall pay the Contractor in accordance with a tax invoice validly issued under clause 7.8 of this agreement by the 20th of the month following the month that the tax invoice was received which shall be the due date for payment.
- 7.10 GWRC may make advance payments to the Contractor for certain materials. On payment or delivery to site, whichever is earlier, the title in such materials shall immediately pass to GWRC. The Contractor shall ensure that any such materials are held securely and safely, separate from other goods and materials, are marked as belonging to GWRC, and are free of any charges or other securities. The Contractor shall be responsible for such materials as a bailee and shall replace them if damaged or stolen.
- 7.11 Where the Contractor has defaulted on its obligations (service delivery on time, to a prescribed standard, at the agreed price, or any other agreed obligation) and has not satisfactorily remedied said default, GWRC is entitled to set off against any sum that would otherwise be due to the



Contractor amounts in respect of any claims it has against the Contractor, including damages for breach of contract by the Contractor.

- 7.12 The Contractor will not be excused from performing any of its obligations under this agreement where any amounts claimed in a payment claim are disputed by GWRC.

#### **Annual review of pricing and rates**

- 7.13 From the second year of the Term of this agreement until the expiry of this agreement, the Contractor may, once a year, by notice to GWRC during the month of October, initiate a review of the prices and rates, set out in the Schedule of Prices (**Price Changes**).
- 7.14 If the Contractor wishes to adjust the prices and rates outside of the annual review period in clause 7.14, they must provide notice to GWRC that sets out:
- a the proposed new price and rates
  - b the reason for the proposed change (Price Change Notice).

Upon receiving a Price Change Notice, GWRC will, within 10 Working Days, respond in writing with either:

- a acceptance of the Price Change Notice, in which case the change will take effect from the date specified by GWRC in writing, and the Schedule of Prices will be amended as a variation to this agreement; or
- b rejection of the Price Change Notice, in which case the current Schedule of Prices will remain in effect until the next annual review period in clause 7.14.

The Contractor shall not alter the prices and rates set out in the Schedule of Prices except in accordance with this agreement or with GWRC's prior written agreement.

When responding to a Price Change Notice, GWRC will act reasonably, considering the reason for the proposed change.

- 7.15 The labour component of the Schedule of Price will be adjusted using the following formula:

$$\text{Cost adjustment} = \text{Rate} \times (\text{LCI current} - \text{LCI previous}) \div \text{LCI previous}$$

In respect of installation and maintenance parts of the Services, LCI current is the Labour Cost Index applied by Waka Kotahi (NZ Transport Agency's) for maintenance contracts (LCIQ.SE53Z9) most recently published at the time of adjustment. In respect of the production and supply aspects of the Services, LCI is the Construction Index (PPIQ.SQNEE0000)

LCI previous is the index as defined under LCI current but for the same quarter in the previous year.

If at any time any of the indices referred to are no longer published by Statistics New Zealand, or if the basis of any index is materially changed, the adjustment shall thereafter be calculated by using such other index, or in such other manner as will fairly reflect the changes as previously measured by that index.

- 7.16 GWRC shall within 10 Working Days advise the Contractor by notice either:

- a that it accepts the Price Changes, in which case the Price Changes will take effect (or shall be considered to have taken effect) from [month following anniversary], and the Schedule of Prices shall be amended accordingly; or

- b that it does not accept the Price Changes, in which case the parties will endeavour to agree any revisions to the Schedule of Prices within 30 Working Days of such notice.
- 7.17 Where the parties agree Price Changes (which may be different from those originally proposed by the Contractor) pursuant to clause 7.16b, the Principal shall give notice of acceptance of such Price Changes in accordance with clause 7.16a.
- 7.18 Upon renewal of this agreement the Contractor shall honour all clauses, variations, work orders, and the current pricing schedule until the time that the annual amendments are agreed to and take effect. GWRC agrees to maintaining continuous business as usual throughout this period under the same conditions.

### **Living Wage**

- 7.19 The Contractor shall ensure that each person performing any role in connection with the Contractor's performance of this Contract is paid, for each hour worked at a rate no less than the Living Wage Rate applicable at the time. Non-compliance with this provision shall be deemed to be a material breach of this Contract.
- 7.20 The Contractor may adjust their rates should there be any changes in relation to, or changes to the Living Wage Rate, that impact on the Contractor's rates as they relate to their personnel associated costs.

Should the Contractor wish to increase their pricing in accordance with 7.20:

- a. the Contractor will provide GWRC with supporting documents as evidence of the extent to the required adjustment to the pricing with sufficient detail to enable GWRC to assess the accuracy of the increase claimed.
  - b. The Contractor and GWRC will work together to agree on a reasonable adjustment to the Pricing Schedule to take into account those changes with any agreement to be recorded in writing as a variation to this agreement
- 7.21 The Contractor shall ensure that each of its subcontractors, and the subcontractors' own subcontractors, comply with the obligations included under clause 7.19, as if those subcontractors were the Contractor. Non-compliance with this provision shall be deemed to be a material breach of this Contract.
- 7.22 The Contractor shall, on a 12 monthly basis, provide written confirmation to GWRC that the Contractor has complied with its obligations in this clause. If required by GWRC, the Contractor shall, within 7 Working Days of receiving a request from GWRC, provide reasonable evidence of such compliance to support the confirmation.
- 7.23 GWRC may at any time, with no less than 5 Working Days' prior written notice, notify the Contractor that it wishes to audit the Contractor's compliance with clauses 8.18 and 8.19. The Contractor shall assist GWRC in a timely manner with any such audit, including by making its



premises, personnel, systems, information, data, accounts, documents, and records available to GWRC or its nominee(s) if requested.

## **8 Subcontracting**

- 8.1 For the purposes of this clause 8, subcontractor means a person, business, company or organisation contracted by the Contractor to deliver or perform part of the Supplier's obligations under this Contract.
- 8.2 The Contractor may only subcontract part of the Services where it has obtained prior written approval from GWRC (such approval not to be unreasonably withheld).
- 8.3 The Contractor shall ensure that its subcontractors are fully aware of all requirements for their services and work including, without limitation, compliance with all laws, policies, consents, licences and approvals.
- 8.4 GWRC is entitled to instruct the Contractor to immediately remove any subcontractor from performing the Services who breaches this agreement.
- 8.5 The Contractor is obliged to notify GWRC immediately of any breach of normal requirements for services and work including, without limitation, compliance with all laws, policies, consents, licences and approvals, that they observe in another supplier conducting work or services under agreement for GWRC. Notified observation is the full extent of any liability to the Contractor in such instance.
- 8.6 The subcontracting of any of the Services shall not relieve the Contractor from any liability or obligation under the agreement, and the Contractor remains fully liable to GWRC for the Services.

## **9 Instructions**

- 9.1 GWRC shall provide instructions to the Contractor for the Services as required and the Contractor shall comply with those instructions. GWRC may from time-to-time appoint an agent to issue instructions on its behalf and will notify the Contractor of such appointment in writing.
- 9.2 GWRC may arrange for work to be undertaken on any site to be carried out by GWRC employees, separate contractors or consultants. The Contractor will provide those persons with reasonable access to the site to inspect the Services and/or to carry out separate works. GWRC, separate contractors and consultants will comply with the relevant health and safety procedures applying to the site.
- 9.3 No instructions, inspections, review or approvals by GWRC shall change, reduce or limit the Contractor's obligations to GWRC under this agreement or any Work Order.

## **10 General obligations**

- 10.1 The Contractor shall commence the Services required under a Work Order at the site(s) and on the date(s) specified in the Work Order or, if no date is stated, on the date agreed with GWRC. Unless otherwise agreed, the Contractor will not have exclusive possession of the site and the Contractor



is required to coordinate and cooperate with all other persons on the site and the relevant authorities as required.

- 10.2 Without limiting any other provision of the agreement, the Contractor shall carry out, complete, hand over to GWRC, and remedy any defects in, the Services:
  - a in accordance with the Work Order, and Drawings and Specifications;
  - b with due care and skill, promptly, and without delay and otherwise in accordance with the terms of this agreement;
  - c in a professional and workmanlike manner;
  - d in accordance with the plans referred to in clause 12;
  - e in compliance with GWRC's policies (including as these are updated from time to time), and
  - f in compliance with all laws and amendments to and substitutions of such laws including the Building Act 2004 and the Health and Safety at Work Act 2015 (**HSW Act**).
- 10.3 The Contractor shall provide all necessary supervision for the Services.
- 10.4 The Contractor shall be responsible for the adequacy, stability, and safety of all its site operations and methods of construction.
- 10.5 In signing a Work Order, the Contractor warrants that the price specified in a Work Order is sufficient to carry out all the Services, including labour, materials, supervision, temporary works, plant, transport, and machinery, on-site overheads, off-site overheads and profit, and anything else necessarily required to perform the Services.
- 10.6 Unless otherwise specified by GWRC, the Contractor shall be responsible for the care of the relevant site and materials and shall make good at the Contractor's expense any defect, loss or damage to the site or to any adjoining or third party property, which occurs prior the Date of Completion.
- 10.7 The Contractor shall keep the site clean and tidy and shall remove all surplus materials, plant, and rubbish from the site.
- 10.8 All materials provided by the Contractor in performing the Services will be new, of good quality, in accordance with any specifications and fit for their intended purpose. Title in all goods and materials used for the Services shall pass to GWRC as soon as the Contractor obtains such title and unencumbered title shall pass no later than the date of payment by GWRC.
- 10.9 The Contractor shall notify GWRC promptly if it becomes aware of any event or circumstance which will change the price specified in the Work Order, delay the completion of the Services, or could result in a breach of law.
- 10.10 To the extent necessary for performing the Services, the Contractor shall arrange for the searching of records or the undertaking of any other reasonably necessary actions to determine the existence and position of pipes, cables and other utilities on or about the relevant site. Where such records are held by GWRC, GWRC will make reasonable efforts to provide these.
- 10.11 If the Contractor suffers delay in completion of the Services, or incurs additional cost, solely as a direct consequence of any law or Government direction made after the Commencement Date as a



direct result of COVID-19 (or some similar/like event), then such circumstances shall be treated and valued as a variation in accordance with clause 18.

## 11 Health and Safety

- 11.1 Prior to commencement of any Services under this agreement, the Contractor shall prepare and submit to GWRC a safety plan for the execution of Services under this agreement, which shall address the means by which the Contractor intends to meet its obligations under the Work Order and the HSW Act, including addressing any specific issues that may apply to sites at which the Services will be performed.
- 11.2 GWRC shall notify the Contractor of any safety hazards or risks to health and safety associated with the Services or the site, or special safety measures required, of which GWRC is aware.
- 11.3 The Contractor will, at its own cost, ensure that all staff or contractors involved in providing the Services on rail sites complete the safety induction run by KiwiRail or any other training that KiwiRail requires. Following completion of the induction attendees will be issued with evidence of completion that they must carry at all times when providing Services on a rail site. The Contractor will not permit any staff or contractors to provide Services on a rail site if they have not completed the required induction and other training.
- 11.4 When any areas are under the Contractor's influence and control, the Contractor must ensure, so far as is reasonably practicable, that:
- a the means of entering and exiting the workplace and anything arising from the workplace are actively managed for risk to the health and safety of any person;
  - b fixtures, fittings, plant and structures are actively managed for risk to the health and safety of any person;
  - c the handling and storage of plant, substances and structures for which the Contractor or any subcontractor is responsible is safe;
  - d the site and Services are kept in an orderly state and in such a condition as to eliminate risks to the health and safety of persons and property, and to the extent that elimination is not reasonably practicable, the Contractor must minimise those risks;
  - e any worker, subcontractor or other person involved in carrying out the Services is not unnecessarily exposed to hazards or risks to their health and safety;
  - f all persons under the Contractor's control are fully inducted prior to commencing the Services, and appropriately supervised while carrying out the Services; and
  - g all barricades, fencing, temporary roadways and footpaths, signs, and lighting necessary for the effective protection of property, traffic, and the safety of others is properly designed, approved, installed, maintained, regularly inspected, and removed when no longer necessary.
- 11.5 The Contractor shall so far as is reasonably practicable:
- a consult, co-operate and co-ordinate with any other person conducting a business or undertaking (PCBU as that term is defined in the HSW Act), or is engaged to work on a site, to ensure that all applicable health and safety duties have been complied with;
  - b have proper procedures for dealing with emergencies that may arise;



- c regularly identify and assess hazards or health and safety risks arising from or in connection with the Services and eliminate those risks, or to the extent that elimination is not reasonably practicable, to minimise them; and
  - d in relation to notifiable events, as that term is defined in the HSW Act:
    - i maintain a register;
    - ii proactively investigate, identify their cause, and implement, or ensure the implementation of, any corrective actions identified as a result of the investigation;
    - iii promptly report to any public authority as required by law and / or regulations and provide a copy of the report to GWRC;
    - iv ensure that all workers and any other persons under the Contractor's control are appropriately supervised following the event; and
    - v immediately notify GWRC.
- 11.6 The Contractor shall ensure that all persons under the Contractor's control are aware of, and comply with:
- a all applicable legislation, regulations, codes of practice, best practice guidelines and industry standards;
  - b the Contractor's safety plan for the execution of Services under this agreement; and
  - c any specific instructions, policies, procedures or health and safety system that GWRC directs the Contractor to comply with.
- 11.7 The Contractor shall report to GWRC; regularly, and within 10 Working Days of a request by GWRC, on:
- a the steps being taken by the Contractor to investigate notifiable events and near miss incidents, and the outcome of such investigations including causes identified and measures implemented to prevent reoccurrence; and
  - b the outcomes of any internal or external health and safety audits undertaken on GWRC sites.
- 11.8 Without limiting the above, the Contractor shall provide to GWRC monthly reports in relation to health and safety in the agreed format.

## 12 Plans, as-builts and manuals, and programme

- 12.1 In addition to the safety plan, where applicable the Contractor shall, prior to commencement of Services under this agreement, prepare and submit to GWRC:
- a a quality plan for Services to be undertaken under this agreement;
  - b a general environmental management (including waste management) plan which shall address:
    - i management of silt and sedimentation sites; and
    - ii management of hazardous materials such as fuels, cements, and paints; and



- c a contract traffic management plan which shall be in addition to the site-specific traffic management plan described in 12.2b and shall provide commentary on the overall approach to traffic management (including site access and parking) at any given site; and
- d a mobilisation plan as described in the Drawings and Specifications.

12.2 Prior to commencement of any Services pursuant to a specific Work Order, the Contractor shall:

- a provide any other plans required in the relevant Work Order (including for example a site-specific safety plan) to GWRC;
- b obtain an approved site-specific traffic management plan in accordance with the requirements of the relevant Road Controlling Authority and provide that plan to GWRC; and
- c if necessary for the carrying out of the Services, obtain a permit or authorisation to access the rail corridor from KiwiRail, make any associated payments, and provide that permit or authorisation to GWRC.

12.3 Where required in a Work Order or otherwise required by GWRC:

- a the Contractor shall provide to GWRC as-built drawings and operation and maintenance manuals for the Services, prior to the Date of Completion;
- b the Contractor shall update any programme of work from time-to-time and as requested by GWRC; and
- c where applicable, the Contractor shall upload the plans, programmes and manuals required under this agreement to GWRC's asset management system.

### 13 Consents, licences and approvals

13.1 The Services shall be carried out in accordance with all statutory and territorial authority requirements, and any amendments required by any utility or service provider. The Contractor shall ensure that all permits, licences, and consents required to perform the Services shall be:

- a fully ascertained;
- b applied for in good time;
- c obtained and uplifted from the relevant territorial authority and/or KiwiRail including payment of any applicable fees or levies; and
- d held on each site at all times while the Services are being performed.



13.2 Where consent, permit, or licence is required, GWRC shall notify the Contractor upon ordering the work or service or at its earliest convenience. Where the Contractor is aware that a consent, permit, or licence is required, they will inform GWRC at the earliest convenience.

13.3 In addition to the above, the Contractor shall, obtain any project information memoranda, approvals, inspections, code compliance certificates, producer statements, required for the Services.

## 14 Reporting

14.1 The Contractor shall prepare the following reports (at the following specified time intervals) and provide such reports to GWRC:

- a a verifiable waste minimisation/waste avoidance and Green House Gas emissions report (annually);
- b A monthly report that covers:
  - i progress of Services and Work Packages; a health and safety report in accordance with clause 11.8;
  - ii a quality assurance report which details any non-conformances and
- c any other reports as advised by GWRC from time to time.

14.2 The Contractor shall ensure all reports provided to GWRC are up to date and available when required by GWRC.

## 15 Intellectual property rights

### 15.1 Ownership of IPR

The parties hereby agree that:

- a all right, title, and interest in the GWRC IPR will remain in the ownership of, or will vest in (upon its creation), GWRC; and
- b except as agreed between the parties and expressly contemplated by this agreement (including pursuant to the licence granted by the Contractor to GWRC pursuant to clause 15.2a), nothing in this agreement will transfer any right, title, or interest in the Contractor's Background IPR.

### 15.2 Licences

Without limiting clause 15.1:

- a the Contractor hereby grants GWRC exclusive, royalty-free licence to the Contractor's Background IPR, to the extent necessary to enable GWRC to receive the Services and use any Deliverable for any purpose (including to use, modify and adapt the Deliverables and provide any Deliverable to a third party) for the duration of the term of this agreement or the lifetime of the product, whichever is longer; and
- b GWRC hereby grants the Contractor a non-exclusive licence to the GWRC IPR, solely to the extent necessary to perform the Services.

### 15.3 Third party IPR

To the extent the Contractor (or a person acting on behalf of the Contractor, including any subcontractor) incorporates any IPR owned by a third party into a Deliverable ('Third Party IPR'), the Contractor must procure for GWRC a licence to use that Third Party IPR, in the manner contemplated by this agreement, at no additional cost to GWRC.

### 15.4 Warranty

The Contractor warrants that the performance of the Services and the receipt of the Services by GWRC (including the receipt and use by GWRC of any Deliverable) does not and will not infringe any contractual rights or IPR of any person.

### 15.5 Further assurances

To the extent that, notwithstanding clause 15.1, any right, title, or interest in any GWRC IPR is acquired by or otherwise vests in the Contractor, the Contractor:

- a hereby assigns to GWRC all of its right, title, and interest in any and all of the GWRC IPR to the extent that such right, title, and interest are capable of a present assignment of future rights; and
- b agrees to assign to GWRC all of its right, title, and interest in any and all of the GWRC IPR to the extent such right, title, and interest is not capable of a present assignment of future rights (and for such purposes, the Contractor must, from time to time, upon the reasonable request of GWRC, do such things or procure such actions, including the actions of any subcontractors, required to give full effect to the assignment,).

## 16 Indemnity

16.1 The Contractor shall indemnify GWRC against all losses or liability suffered, incurred or otherwise paid by GWRC arising out of or in connection with:

- a a breach by the Contractor of this agreement or any Work Order;
- b a breach by the Contractor of any laws applicable to this agreement;
- c a claim that the performance of any aspect of the Services, GWRC's receipt of the Services, and/or GWRC's receipt, use (including modification and provision to a third party) of any Deliverable infringes any contractual rights or IPR of any other person; and
- d any act or omission of the Contractor (including any act or omission of the Contractor's personnel or of any subcontractor engaged by the Contractor).

16.2 The Contractor's indemnity under clause 16.1 shall not extend to any loss or expense caused by any act or omission of GWRC or a separate contractor or consultant of GWRC.

16.3 The parties agree that the Contractor, when being asked to act in the capacity of a Project Manager for GWRC, shall not be held liable for any defective work, errors, omissions, or performance failures by any separate contractor or consultants engaged by GWRC engaged in a project. The Contractor's responsibilities in this role (as Project Manager) are limited to coordination and oversight, without assuming direct liability for the quality or execution of work performed by any separate contractor or

consultants engaged by GWRC. Responsibility for such work remains with the separate contractor or consultants engaged by GWRC and GWRC unless expressly agreed otherwise in writing.

## 17 Insurance

17.1 At all times from:

- a The Commencement Date of the Term of the agreement; until
- b the date (after the expiry of the term) when all defects relating to Work Orders made pursuant to the agreement have been remedied in accordance with this agreement;

the Contractor must effect and maintain, with reputable insurance providers, the following insurances in the amount specified in Schedule 1:

- c contract works insurance in the name of the Contractor and GWRC;
- d public liability insurance;
- e motor vehicle insurance for damage to third parties.

17.2 The Contractor will be liable for any deductible where the Contractor has caused or contributed to the insured event.

17.3 The Contractor must produce evidence (by way of a certificate of insurance or similar) of the insurance the Contractor is required to effect and maintain in accordance with clause 17.1, upon reasonable request from GWRC.

## 18 Variations

18.1 GWRC may vary the Services to be provided under a Work Order by instruction in writing to the Contractor.

18.2 GWRC and the Contractor shall endeavour to agree on the value of each variation prior to the Contractor carrying out the variation. In the absence of such agreement, the value of the variation shall be determined by the Contract Manager in accordance with the Schedule of Prices (which shall be inclusive of all overheads and margins unless expressly stated otherwise) and, if the Schedule of Prices do not reasonably apply to the work or items in the variation, then the variation shall be valued on a fair and reasonable basis by the Contract Manager. The value of each variation shall be added to or deducted from the Purchase Price.

18.3 Where GWRC has agreed separate rates for on-site overheads, and for off-site overheads and profit, these shall apply to variations (to the extent these allowances are not already included in the Schedule of Prices) and, if no rates are specified, reasonable rates apply.

18.4 The Contractor will only be entitled to time-related costs (which shall be for storage costs only) for a variation if the variation delays the Due Date for Completion and the Contractor is entitled to an extension of time. To the extent that such time-related costs have not been compensated for under



clauses 18.2 and 18.3, the Contractor's entitlement shall be determined in accordance with the agreed rate for time-related costs set out in the Schedule of Prices.

## 19 Completion and Extensions of Time

- 19.1 The Contractor shall complete the Services or Work Package (as applicable) by the Due Date for Completion stated in the Work Order as extended under clause 19.5. The Contractor shall ensure that all milestone dates specified in a Work Order, as extended under clause 19.5, are achieved.
- 19.2 If the Contractor considers that it has completed Services or a Work Package (and including in the event that the Contractor considers that it has completed the work notified under clause 19.3b as applicable) it shall notify GWRC accordingly and provide photographs and other relevant evidence to GWRC as evidence of completion of the Services or Work Package (**Completion Notice**).
- 19.3 Within 5 Working Days after receipt of a Completion Notice or as soon as practicable thereafter GWRC will either:
- a notify the Contractor that the Services or Work Package are accepted and state the date and time at which the Services or Work Package were completed (and that stated date shall be the **Date of Completion**); or
  - b notify the Contractor of the Services to be altered or completed in order for the Services or Work Package to achieve completion.

For the avoidance of doubt, no comment, review, or acceptance by GWRC shall relieve the Contractor of any responsibility for the Services performed or undertaken in connection with this agreement.

- 19.4 In addition to any confirmation given by GWRC under clause 19.3a, GWRC may also issue a completion certificate to the Contractor in accordance with 19.3a but will be under no obligation to do so.
- 19.5 The Contractor may apply to GWRC for a Due Date for Completion or any milestone date to be extended by such period as may be fair and reasonable if the Services (including as part of a Work Package) are delayed due to:
- a variations;
  - b loss or damage to the Services not caused by the Contractor;
  - c disruptions to supply chain;
  - d flood, volcanic, seismic or other extraordinary natural events;
  - e an act or omission of GWRC; or
  - f any other circumstances not reasonably foreseeable by an experienced contractor.

- 19.6 The Contractor shall provide GWRC with all necessary supporting information to demonstrate the critical delay arising from any of the above causes.
- 19.7 GWRC shall assess any application received from the Contractor for an extension of time and notify the Contractor accordingly.
- 19.8 The Contractor will only be entitled to time-related costs for an extension of time if the extension is granted as a result of a variation.

## 20 Defects and Warranties

- 20.1 The Contractor shall, at the Contractor's cost, promptly rectify any defect in materials or workmanship in the Services that is notified prior to the Date of Completion, or during the period specified in the Work Order (and if no period is specified then within 12 months from the Date of Completion) (the **Defects Notification Period**).
- 20.2 If the Contractor fails to attend promptly (and in any event within 10 Working Days) to the remedy of defects in the Services during the Defects Notification Period, GWRC may give notice to the Contractor requiring the remedy to be completed within 10 Working Days. If the Contractor fails to comply with such notice, GWRC may engage other parties to remedy the defect and claim the cost from the Contractor.
- 20.3 Prior to the issue of the final payment claim in accordance with clause 7.5 for Services or a Work Package (if applicable), the Contractor shall provide GWRC with:
- a product, supplier and/or subcontractor warranties or guarantees relating to all of the products and materials used in specific Services. Such product, supplier and/or subcontractor warranties or guarantees shall be in favour of GWRC and each for a period of up to 5 years, at the specific request of GW; and
  - b all other warranties or guarantees as set out in the Work Order.

## 21 Disputes

- 21.1 Where a dispute arises under a Work Order or this agreement, either party may provide written notice of the dispute to the other party setting out the nature and quantum of the dispute and the basis for any amounts in dispute.
- 21.2 The parties shall meet within 10 Working Days of the notice, or further time as agreed, and attempt in good faith to resolve the dispute by negotiation.
- 21.3 If the dispute is not resolved under clause 21.2 within a reasonable time, either party may by notice to the other, require that the dispute be referred to mediation with a sole mediator. The parties will endeavour to agree upon a mediator, but if the parties are unable to reach agreement on a mediator within 10 Working Days of the notice contemplated by this clause, either party may request The Executive Director of the Arbitrator's and Mediator's Institute of New Zealand Incorporated to appoint a mediator. The costs of mediation shall be shared equally.
- 21.4 If the mediation does not occur within 30 Working Days of appointment of the mediator, or such further time as the parties agree, or the mediation does not resolve the dispute, either party may refer the dispute to arbitration under the Arbitration Act 1996. The parties shall agree an arbitrator

within 20 Working Days, and if they fail to agree, either party may request The Executive Director of the Arbitrators' and Mediators' Institute of New Zealand Incorporated to appoint an arbitrator.

- 21.5 The arbitration contemplated by clause 21.4 will take place in Wellington, New Zealand.
- 21.6 The law applicable to the arbitral proceedings and the matters that are the subject of the dispute will be New Zealand law.
- 21.7 Nothing in this clause 21 will prevent a party from commencing court proceedings for the purposes of seeking urgent injunctive relief.
- 21.8 The Contractor shall not be entitled to suspend the carrying out of any Services due to any dispute or dispute proceedings.
- 21.9 GWRC shall not be entitled to withhold any payment for services not related to any dispute or dispute proceedings.

## 22 Default and termination

- 22.1 If the Contractor becomes bankrupt, goes into liquidation, has a receiver or statutory manager appointed, purports to have assigned the agreement otherwise than in accordance with clause 27, or abandons the agreement, or GWRC believes on reasonable grounds (and can demonstrate that it has accurately verified its genuine belief) that any such event is imminent (each a Contractor's default), GWRC may, at its option by notice in writing to the Contractor, immediately take any or all of the following steps:
  - a terminate any Work Order and/or this agreement;
  - b resume possession of any site immediately and complete the Services or instruct a third party to complete the Services;
  - c expel the Contractor from any site immediately; and
  - d take immediate possession of any property (including but not limited to; materials, plant, machinery) on any site which clearly belong to the GWRC and are necessary for the completion of the Services.
- 22.2 If GWRC alleges that Contractor has breached, any of its obligations under this agreement or any Work Order, GWRC must:
  - a Provide the Contractor with written notice of the alleged breach;
  - b The parties will meet within 10 Working Days of receiving that notice (or within an agreed extended timeframe) to attempt in good faith to resolve the alleged breach;
  - c If the parties are unable to resolve the alleged breach in good faith discussions, GWRC may issue a further written notice to the Contractor, outlining what it requires the Contractor to do to remedy the alleged breach within 10 Working Days; and
  - d If the Contractor does not invoke the Dispute Resolution procedure in clause 21 nor remedies the alleged breach within the timeframe specified by GWRC, then GWRC may take any of the actions outlined in clauses 22.1a to 22.1d.



- 22.3 GWRC may, may by notice in writing, take any or all of the steps in a to d in the event of:
- a a notifiable event (as that term is defined in the HSW Act) occurring in the performance of the Services which is caused by the Contractor;
  - b the Contractor failing to maintain a valid and current permit from KiwiRail for access to rail corridors;
  - c the Contractor persistently or repeatedly failing to perform its health and safety obligations under this agreement, or
  - d a material breach (being a substantial failure to meet the statutory obligations) has occurred under the Resource Management Act 1991 in the performance of the Services which is caused by the Contractor.

- 22.4 The parties agree that GWRC may only terminate this agreement, if legally entitled to, under clauses 22.1 to 22.3. In which case, if GWRC has the right to terminate the agreement, and elects to use this right, then it must:
- a. Give the Contractor 30 days written notice of the termination; and
  - b. The Contractor will be entitled to payment in full for all relevant Services completed up to the date of the termination.

- 22.5 If GWRC abandons the agreement, or the Contractor believes on reasonable grounds (and can demonstrate that it has accurately verified its genuine belief) that such event is imminent (GWRC's default) the Contractor may give notice to GWRC requiring GWRC's default to be remedied. If GWRC does not remedy its default within 10 Working Days, the Contractor may terminate any current Work Order by further written notice to GWRC. In such event, the Contractor is entitled to payment for all relevant Services completed up to the date of termination, plus an allowance for profit (which shall be negotiated between the Parties) for the remaining Services.

**22.6 Termination of Work Order**

If GWRC is legally entitled to terminate this agreement, GWRC may instead elect by notice in writing to the Contractor to terminate any Work Orders which are unfulfilled as at the date on which GWRC is entitled to terminate this agreement (in which case GWRC will have no liability or obligation to pay any further costs in respect of the cancelled Work Orders).

**22.7 Termination of agreement – GWRC may elect to continue Work Orders**

If GWRC is legally entitled to terminate this agreement, GWRC will notify the Contractor whether:

- a unfulfilled Work Orders are to terminate on the date of termination; or
- b unfulfilled Work Orders as at the date of termination are to continue in full force and effect until they are completed.

**22.8 Effect of termination or expiry on Work Orders**

If GWRC gives notice of the type specified in clause 22.7b in respect of any Work Orders, or this agreement expires and as at the date of expiry there are any unfulfilled Work Orders (any such Work Orders being "**Continuing Work Orders**"):



- a The Contractor will complete the Services that are the subject of Continuing Work Orders in accordance with the terms of this agreement; and
- b GWRC will pay the Purchase Price for such Services in accordance with the terms of this agreement.

#### 22.9 Rights and liabilities survive

Termination or expiry of this agreement or a Work Order will not affect:

- a any rights and remedies available to a party which have accrued up to and including the effective date of termination or expiry;
- b GWRC's obligations to pay any amounts owing to the Contractor as at the date of termination or expiry; and
- c the provisions of this agreement which expressly, or by their nature, survive termination or expiry, including:
  - i the parties' obligations of confidentiality under clause 24 (Confidentiality );
  - ii the Contractor's obligations in respect of the warranties required to be given for the duration of the warranty period(s) set out in the warranty at **Error! Reference source not found.** applicable to the Services, to the extent that the warranty period(s) has not expired prior to termination or expiry of this agreement where GWRC maintains all relevant terms and conditions for such warranty.

### 23 Force majeure

#### 23.1 No liability

Neither party will be liable to the other party for its inability to perform, or delay in performing, any obligations under this agreement caused by a Force Majeure Event.

#### 23.2 Notice

If a Force Majeure Event occurs, the party delayed or unable to perform its obligations under this agreement must:

- a give prompt notice to the other party of the nature of the Force Majeure Event and its best estimate as to the likely period of the Force Majeure Event; and
- b use reasonable endeavours to resume performance of its obligations under this agreement, to the extent possible, as soon as practicable after the cessation of the situation.

23.3 Where the performance of the Contractor's obligations is affected by a Force Majeure Event, the Contractor will not be entitled to a variation or to time-related costs for such effect but will be entitled to an extension of time as if under clause 19.5f.

#### 23.4 Termination

If the whole of the Services are materially damaged by a Force Majeure Event, or the Services are not capable of being performed for a continuous period of three months or more due to a Force Majeure Event, either party may terminate the relevant Work Order on ten Working Days' notice to the other party.

## 24 Confidentiality

- 24.1 The Contractor shall declare to GWRC any conflicts of interest it has or becomes aware of prior to and during the Term of the agreement. Both parties shall discuss how any such conflict can be avoided, managed or mitigated.
- 24.2 The Contractor shall, and shall ensure all employees, agents and subcontractors of the Contractor, at all times (including after the termination of the agreement) treat as confidential and shall not use or disclose, any information or data of a confidential nature or relating to the Services that is obtained by the Contractor in the course of carrying out the Services (**Confidential Information**), except to the extent:
- a disclosure is required to the Contractor's officers, employees, agents or subcontractors for the purposes of performing the Contractor's obligations under the agreement, and such persons have agreed in writing to keep the information confidential;
  - b the Contractor has the express prior written consent of GWRC;
  - c disclosure is made to a professional advisor of the Contractor provided that the Contractor informs the advisor of the confidential nature of the information and the advisor has agreed in writing to keep the information confidential;
  - d the information becomes generally known to the public without fault on the part of the Contractor; or
  - e the Contractor has a statutory obligation to disclose such information or is required to make such disclosure by a court of law (in such case the Contractor must notify GWRC of such requirement).
- 24.3 The Contractor shall not conduct any advertising or promotional activities that refer to GWRC's involvement with the Services without the prior consent of GWRC. Consent will not be unreasonably withheld.

## 25 Assistance in responding to information and other requests

- 25.1 The Contractor acknowledges that GWRC is a local authority which carries certain obligations to respond to requests for information, including under the Local Government Official Information and Meetings Act 1987, and that at times third parties may make such requests for information directly to the Contractor.
- 25.2 Where the Contractor receives a request to provide information to a third party, the Contractor shall not provide the information but shall report the request to GWRC, who will take the lead in responding to the request. The Contractor shall provide GWRC any assistance it requires in responding to the request. The provision of information or rendering of assistance under this clause shall not entitle the Contractor to any variation or additional payment.
- 25.3 From time to time GWRC may require the assistance of the Contractor to respond to information requests and audits. The Contractor shall provide GWRC any such assistance it requires. The



provision of information or rendering of assistance under this clause shall not entitle the Contractor to any variation or additional payment.

## 26 Notices

### 26.1 Service of notices and Work Orders

Any notice given pursuant to this agreement will be deemed to be validly given if the notice is:

- a personally delivered;
- b posted;
- c uploaded through the online ordering portal;
- d (where the asset management system contemplated in clause 6 provides for such notice), sent via the asset management system; or
- e sent by email to the address of the party to be notified as set out in Schedule 1 or as notified by that party from time to time.

## 27 Assignment and change of control

27.1 The Contractor shall not assign the whole or any part of this agreement unless:

- a the Contractor has given GWRC three months' notice of the intended assignment and intended assignee;
- b the Contractor has provided GWRC with any assistance it might reasonably request with respect to undertaking due diligence on the intended assignee; and
- c GWRC has (in its absolute discretion) provided written consent to the assignment.

27.2 For the purposes of this clause, 'assignment' shall include the assignment or transfer of shares in or the restructuring of the Contractor so that the effective control of the Contractor passes to persons other than those holding such effective control at the date of this agreement.

27.3 This clause exists for the benefit of GWRC and GWRC may waive some or all of its requirements in writing, such waiver expressly acknowledging the requirements of this clause.

## 28 General

### 28.1 Amendments

No amendment to this agreement will be effective unless agreed in writing and signed by both parties.

### 28.2 Entire agreement

This agreement and all documents incorporated by reference:

- a contain the entire agreement between the parties with respect to its subject matter;
- b set out the only conduct relied on by the parties; and



- c supersede all earlier conduct and prior agreements, representations and understandings between the parties in connection with its subject matter.

**28.3 Waiver**

No exercise or failure to exercise or delay in exercising any right or remedy by either party will constitute a waiver by that party of that or any other right or remedy available to it.

**28.4 Partial invalidity**

If any provision of this agreement or its application to any party or circumstance is or becomes invalid or unenforceable to any extent, the remainder of this agreement and its application will not be affected and will remain enforceable to the greatest extent permitted by law.

**28.5 Third parties**

Nothing in this agreement is intended to confer a benefit upon any third party whether under Part 2 of the Contract and Commercial Law Act 2017 or otherwise.

**28.6 Counterparts**

- a This agreement may be executed in two or more counterpart copies each of which will be deemed an original and all of which together will constitute one and the same instrument.
- b A party may enter into this agreement by signing a counterpart copy and sending it to the other party (including by email).

**28.7 GWRC is a local authority**

The Contractor acknowledges that GWRC is a local authority (as that term is defined in the Local Government Act 2002) and that in terms of its regulatory functions as a local authority, GWRC shall act as an independent local authority and not as a party to this agreement. Any consent or approval of GWRC acting as a party to this agreement shall not be construed as a consent or approval, or bind it, in its regulatory capacity.

**28.8 Governing law and jurisdiction**

This agreement will be construed and take effect as a contract made in New Zealand and will be governed by New Zealand law, and subject to clause 21, the parties submit to the non-exclusive jurisdiction of the New Zealand courts.



**Execution**

**Signed** on behalf of  
**Wellington Regional Council**  
by an authorised signatory:

Signature  \_\_\_\_\_  
Full name Samantha Gain

**Signed** on behalf of  
**Dzine Signs and Display Limited**  
by an authorised signatory:

Signature \_\_\_\_\_  
Full name \_\_\_\_\_

**Execution**

**Signed** on behalf of  
**Wellington Regional Council**  
by an authorised signatory:

Signature \_\_\_\_\_

Full name \_\_\_\_\_

**Signed** on behalf of  
**Dzine Signs and Display Limited**  
by an authorised signatory:

Signature \_\_\_\_\_

Full name \_\_\_\_\_

**s7(2)(a)**

## Schedule 1 Commercial Terms

### Part A: Details of Contractor

Full legal name of Contractor	Dzine Signs and Display Limited
Company identifier or registration number	NZBN: 9429047831124 Company Number: 7852958
Address for submitting Work orders	info@dzinesigns.co.nz

### Part B: Term

Commencement Date	1 October 2024
Initial Term	Five (5) years
Rights of Renewal	Two (2)
Renewal Term	First renewal term: Three (3) years Second renewal term: Two (2) years

### Part C: Insurance

Minimum Insurance Cover	Contract Works Insurance:	\$1,000,000
	Public liability Insurance:	\$20,000,000
	Motor Vehicle Insurance:	\$500,000
	Plant and Machinery Insurance:	Full replacement value
	Professional indemnity:	\$2,000,000

### Part D: Notices

GWRC	<b>Contract Manager:</b> <b>Name:</b> Charlie Fairbairn <b>Role:</b> Assets Advisor, Bus and Ferry, Metlink <b>Address:</b> PO Box 11646, Wellington 6011 <b>Phone:</b> (04) 830 4191 or 021 527 139 <b>Email:</b> Charlie.Fairbairn@gw.govt.nz
Contractor	<b>Contractor's Representative:</b> <b>Name:</b> s7(2)(a)

Role **s7(2)(a)**

Address: PO Box 40891, Upper Hutt 5018

Phone **s7(2)(a)**

Email:



## Schedule 2 Form of Work Order

GWRC instructs the Contractor to carry out the Services set out in this Work Order, or such equivalent form of order as agreed between the Parties including via the Dzine Signs Online Portal ordering app.

Where the Services involve multiple items of work or Services, this Work Order may set out matters such as price and dates on either an item by item basis, or for the Work Order as a whole.

<b>Services and Work</b>	As set out in Appendix A
<b>Work Order number</b>	
<b>Site</b>	As set out in Appendix A
<b>Price</b>	\$..... or such greater or lesser amount as shall become payable under this work order, plus GST.
<b>Date(s) for Commencement</b>	
<b>Consents, Licences and Approvals</b>	As specified in the agreement
<b>Insurances</b>	As specified in agreement
<b>Due Date(s) for Completion</b>	<i>[Drafting note: this will need to be completed and align with the signs that are being included in the Work Order]</i>
<b>Milestone dates</b>	<i>[Drafting note: include if required]</i>
<b>Work/site specific hazards and health and safety risks</b>	
<b>Programme, plans, as-builts and manuals (also refer any specifications issued)</b>	<p>All plans required by clause 12.1 of the agreement and the following:</p> <ul style="list-style-type: none"> <li>- Programme <i>[Drafting note: include programme if required]</i></li> <li>- Safety plan as required by clause 12.2</li> <li>- As-built drawings</li> <li>- Operation and maintenance manuals</li> </ul> <p>Other plans <i>[Drafting note: include other plans if required]</i></p>
<b>Warranties / guarantees</b>	<p>Contractor's workmanship warranty, and products and materials warranties / guarantees is required in accordance with clause 20.</p> <p>Other warranties or guarantees as set out in <i>[Drafting note: include reference if other warranties or guarantees required]</i></p>
<b>Defects notification period(s)</b>	[Agreement states 12 months as default. If longer for any reason include here]

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**Services and Work**

As set out in Appendix A

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**Other conditions or documents to be included in the Work Order:**

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The Contractor will not be entitled to any payment for Services performed under this Work Order until the Work Order has been validly executed by both parties.

<b>Signed by GWRC</b>	<b>Signed by the Contractor</b>
Signature	Signature
Name	Name
Date	Date

**APPENDIX A: Services**

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**Description of Services:**

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**Materials or services provided by GWRC and excluded from the Contractor's scope of works:**

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**Site(s)**

[ADD MAP OR DESCRIPTION OF SITES]

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**Schedule 3    Schedule of Prices**

A handwritten mark or signature in blue ink, located in the bottom right corner of the page. It consists of several overlapping loops and a trailing stroke, resembling a stylized signature or a specific symbol.

Item Description Sign Code / Dimensions Construction Code/Material Reference Unit Quantity Supply Install Amount Comments

Item	Description	Sign Code / Dimensions	Construction Code/Material	Reference	Unit	Quantity	Supply	Install	Amount	Comments
	Metlink Combined Sign	300x850mm	2mm Aluminium		Each	96				
	Bus Sign	300x490mm	2mm Aluminium		Each	5				
	Timed PPS	300x660mm	2mm Aluminium		Each	5				
	BRT Rail Replacement	300x660mm	2.0mm Aluminium		Each	5				
	BRT pink tag disk	300x300mm	4mm acm		Each	4				
	Driver/adhoc small signs	270 x 270mm	4mm acm		Each	2				
	AX Topper		4mm acm, printed both sides and clearcoat		Each	2				
	AX Disk		4mm acm, printed both sides and clearcoat		Each	2				
	Bus Shelter Laminate	Various - for Glass	Vinyl Decal - clear/minimal B&W printed		m2	500				
	Bus Shelter Laminate	Various - for Glass	Vinyl Decal colour printed		m2	200				
	Bus Shelter Laminate	Various - for Polycarbonate	Vinyl Decal clear/minimal B&W printed		m2	1				
	Bus Shelter Header Panel	Stop Name and Smokefree	Vinyl Decal - double sided		Each	1				
	Wayfinding/Poster (A0)	841 x 1189mm	Vinyl Decal colour printed		each	30				
	Wayfinding/Poster (A3)	297 x 420mm	Vinyl Decal colour printed		each	40				
	Short term Poster (A3)	297 x 420mm	Vinyl Decal colour printed		each	50				
	Timetable Printing	various	White decal		m2	23				

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Item	Description	Sign Code / Dimensions	Construction Code/Material	Unit	Quantity	Supply	Install	Amount	Comments
1	Totem Cube	Cube	Steel and Aluminium, painted, signwritten, clearcoated	each	2				
2	Totem Flat Cube	Flat panel Cube free standing, 4 posts d/sided	Aluminium, painted, signwritten, clearcoated	each	2				
3	Totem face only	Flat panel face	Aluminium, painted, signwritten, clearcoated	each	16				
4	Totem decal	Timetable / Network map	Vinyl decal	Each	41				
5	2.6m Beacon	Beacon	Aluminium, painted, signwritten, clearcoated + plinth	each	5				
6	2.6 Beacon - Wrap around light pole	Light Pole Beacon	Aluminium, painted, signwritten, clearcoated	each	5				
7	PMP Face Only	PMP Face	Aluminium, painted, signwritten, clearcoated	each	115				
8	Full PMP 100x100 Square pole	PMP 100X00	Aluminium, painted, signwritten, clearcoated	each	5				
9	Full PMP 125x125 Square pole	PMP 125x125	Aluminium, painted, signwritten, clearcoated	each	5				
10	PMP Round Pole	PMP Round	Aluminium, painted, signwritten, clearcoated	each	5				
11	PMP perforated end caps	PMP Perforated End Caps	Aluminium painted	each	10				
12	Platform number	Platform number d/sided 300x660mm	Aluminium, painted, signwritten, clearcoated - T Section	each	5				
13	Banner (Large)	Banner - 350x2000mm	ACM	each	5				
14	Banner (Large)	Banner - 350x2000mm	Sustainable aluminium product	each	5				
15	Blade	Blade - 180x1500mm	ACM	each	5				
16	Blade	Blade - 180x1500mm	Sustainable aluminium product	each	5				
17	Standalone wayfinder	Standalone wayfinder - 800x1000mm	ACM	each	5				
18	Standalone wayfinder	Standalone wayfinder - 800x1000mm	Sustainable aluminium product	each	5				
19	Directional	Directional - 350x750mm	ACM	each	5				
20	Shelter Laminate	Shelter Laminate	Laminate - black and white version for glass	n2	n/a				
21	Directional	Directional - 350x750mm	Sustainable aluminium product	each	5				
22	Entrance Portal full on with LED and punched wording	Entrance Portal	Steel and Aluminium	each	1				
23	Economy Entrance Portal like above but no LED and no punched	Economy Entrance Portal	Steel and Aluminium	each	17				
24	Basic Economy Entrance Portal new design	Basic Economy Entrance Portal	Aluminium	each	17				
25	BRT LED Sign - Battery	BRT LED	Aluminium with electronic components	each	2				
26	BRT LED Sign - Fulltime power	BRT LED	Aluminium with electronic components	each	2				
27	Directory	Directory - 1480x760mm	ACM	each	5				
28	Peimnet	Directory - 1480x760mm	Sustainable aluminium product	each	5				
29	Bin Wrap Vinyl	Bin Wrap Vinyl - 1500x600mm	Aluminium	each	1				
30	CCTV Sign	CCTV Sign - 400x300mm	Vinyl decal	Each	1				
31	CCTV Sign	CCTV Sign - 400x300mm	ACM	each	50				
32	Cleaning	Cleaning - 400x300mm	Sustainable aluminium product	each	50				
33	Cleaning	Cleaning - 400x300mm	ACM	each	22				
34	Emergency Call Point	Emergency Call Point - 210x300mm	Sustainable aluminium product	each	22				
35	Emergency Call Point	Emergency Call Point - 210x300mm	ACM	each	74				
36	Live Wires	Live Wires - 150x430mm	Sustainable aluminium product	each	74				
37	Live Wires	Live Wires - 150x430mm	ACM	each	5				
38	No Skate/Cycling Smokefree	No Skate/Cycling Smokefree - 250x600mm	Sustainable aluminium product	each	5				
39	No Skate/Cycling Smokefree	No Skate/Cycling Smokefree - 250x600mm	ACM	each	5				
40	P&R Entrance	P&R Entrance - panel only - 800x1200mm	Aluminium, painted, printed, clearcoated	each	5				
41	P&R Entrance with posts and sockets	P&R Entrance - 800x1200mm	Aluminium, painted, printed, clearcoated	each	5				
42	P&R STC	P&R STC - panel only - 800x1200mm	Aluminium, painted, printed, clearcoated	each	5				
43	P&R STC with posts and sockets	P&R STC - 800x1200mm	Aluminium, painted, printed, clearcoated	each	5				
44	P&R FTC	P&R FTC - panel only - 800x2200mm	Aluminium, painted, printed, clearcoated	each	5				
45	P&R FTC with posts and sockets	P&R FTC - 800x2200mm	Aluminium, painted, printed, clearcoated	each	5				
46	Poster Panel	Poster Panel	Aluminium and perspex	each	5				
47	Slippery When Wet	Slippery When Wet - 600x300mm reflective	ACM with reflective vinyl	each	5				
48	Slippery When Wet	Slippery When Wet - 600x300mm reflective	Sustainable aluminium product with reflective vinyl	each	5				
49	Smokefree	Smokefree - 200x150mm	ACM	each	30				
50	Smokefree	Smokefree - 200x150mm	Sustainable aluminium product	each	30				
51	Toilets	Toilets icons 160x160mm	ACM	each	5				
52	Toilets	Toilets icons 160x160mm	Sustainable aluminium product	each	5				
53	Toilets	Toilets icons 160x160mm	Decal - Aggressive adhesive with heavy duty laminate	each	5				
54	Wall Mounted Platform - Boxed	WMP - Boxed - 1865x400mm	Aluminium, painted, printed, clearcoated - internal frame	each	15				
55	Wall Mounted Platform - flat	WMP - Flat - 1865x400mm	Aluminium, painted, printed, clearcoated	each	2				
56	Waiting room info	Waiting room info - 800x1000mm	Aluminium, painted, printed, clearcoated	each	5				
57	A2 Corflute	A2 Corflute	ACM	each	5				
58	A2 Corflute with eyelets added	A2 Corflute	Corflute	each	5				
59	A3 Corflute	A3 Corflute	Corflute	each	5				
60	A3 Corflute with eyelets added	A3 Corflute	Corflute	each	5				

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**Maintenance of BRT LED Signs - Rail**

Station	Size	Signage Qty	Frequency per annum	Labour Cost (as per rate card)	Material Costs	Administration Costs	Annual Price	Notes
Wellington		0	2					
<b>HVL Hutt Valley Line</b>								
Ngauranga		1	2					
Petone		3	2					
Ava		3	2					
Woburn		2	2					
Waterloo Station		6	2					
Epuni Station		3	2					
Naenae		3	2					
Wingate		2	2					
Taita		2	2					
Pomare		2	2					
Manor Park		2	2					
Silverstream		1	2					
Heretaunga		2	2					
Trentham		4	2					
Wallaceville		3	2					
Upper Hutt		3	2					
<b>JNL Line</b>								
Crofton Downs		1	2					
Ngato		2	2					
Awarua Street		2	2					
Simla Crescent		1	2					
Box Hill		2	2					
Khandallah		1	2					
Rarua		2	2					
Johnsonville		1	2					
<b>KPL Kapiti Line</b>								
Takapu Road		3	2					
Redwood		2	2					
Tawa		3	2					
Linden		2	2					
Konepuru		2	2					
Porirua		2	2					
Paremata		2	2					
Mana		1	2					
Plimmerton		3	2					
Pukerua Bay		2	2					
Paekakariki		3	2					
Paraparaumu		3	2					
Waikanae		3	2					
<b>MEL Melling Line</b>								
Western Hutt		0	2					
Melling		1	2					
<b>WRL Wairarapa Line</b>								
Maymorn Station		1	2					
Featherston		1	2					
Woodside		1	2					
Matarawa		1	2					
Carterton		2	2					
Solway		1	2					
Renall Street		1	2					
Masterton		2	2					

Maintenance of Metlink Signage - Rail (Deep Clean and Polish of each sign, for extended warranty)

Station	Size	Signage Qty	Frequency per annum	Labour Cost (as per rate card)	Material Costs	Administration Costs	Annual Price	Notes
Wellington	Large	316	2					
<b>HVL Hutt Valley Line</b>								
Ngauranga	Small	33	2					
Petone	Large	98	2					
Ava	Medium	47	2					
Woburn	Medium	48	2					
Waterloo Station	Large	142	2					
Epuni Station	Small	41	2					
Naenae	Small	43	2					
Wingate	Small	18	2					
Taita	Medium	53	2					
Pomare	Small	41	2					
Manor Park	Small	35	2					
Silverstream	Small	41	2					
Heretaunga	Small	35	2					
Trentham	Large	102	2					
Wallaceville	Large	103	2					
Upper Hutt	Large	67	2					
<b>JNL Line</b>								
Crofton Downs	Small	43	2					
Ngalo	Medium	66	2					
Awarua Street	Small	31	2					
Simla Crescent	Small	29	2					
Box Hill	Small	27	2					
Khandallah	Medium	54	2					
Raroa	Medium	42	2					
Johnsonville	Medium	42	2					
<b>KPL Kapiti Line</b>								
Takapu Road	Medium	58	2					
Redwood	Medium	63	2					
Tawa	Medium	49	2					
Linden	Small	32	2					
Kenepuru	Small	41	2					
Porirua	Large	99	2					
Paremata	Medium	55	2					
Mana	Medium	59	2					
Plimmerton	Large	103	2					
Pukerua Bay	Small	42	2					
Paekakariki	Medium	60	2					
Paraparumu	Large	135	2					
Waikanae	Large	109	2					
<b>MEL Melling Line</b>								
Western Hutt	Small	15	2					
Melling	Medium	48	2					
<b>WRL Wairarapa Line</b>								
Maymorn Station	Small	16	2					
Featherston	Small	37	2					

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Woodside	Small	34	2
Matarawa	Small	15	2
Carterton	Small	39	2
Solway	Small	27	2
Renall Street	Small	22	2
Maerterton	Medium	49	2

Inspection of Metlink Signage - Rail (Condition Assessment of each sign)							
Station	Size	Signage Qty	Frequency per annum	Labour Cost (as per rate card)	Administration Costs	Annual Price	Notes
Wellington	Large	316	1				
<b>HVL Hutt Valley Line</b>							
Ngaurangi	Small	33	1				
Petone	Large	98	1				
Ava	Medium	47	1				
Woburn	Medium	48	1				
Waterloo Station	Large	142	1				
Epuni Station	Small	41	1				
Naenae	Small	43	1				
Wingate	Small	18	1				
Taita	Medium	53	1				
Pomare	Small	41	1				
Manor Park	Small	35	1				
Silverstream	Small	41	1				
Heretaunga	Small	35	1				
Trentham	Large	102	1				
Wallaceville	Large	103	1				
Upper Hutt	Large	67	1				
<b>JVL Johnsonville Line</b>							
Crofton Downs	Small	43	1				
Ngalo	Medium	66	1				
Awarua Street	Small	31	1				
Simia Crescent	Small	29	1				
Box Hill	Small	27	1				
Khandallah	Medium	54	1				
Rarua	Medium	42	1				
Johnsonville	Medium	42	1				
<b>KPL Kapiti Line</b>							
Takapu Road	Medium	58	1				
Redwood	Medium	63	1				
Tawa	Medium	49	1				
Linden	Small	32	1				
Kenepuru	Small	41	1				
Porirua	Large	99	1				
Paremata	Medium	55	1				
Mana	Medium	59	1				
Plimmerton	Medium	58	1				
Pukerua Bay	Small	42	1				

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Paekakariki	Medium	60	1
Paraparumu	Large	135	1
Waikanae	Large	109	1
<b>MEL Melling Line</b>			
Western Hutt	Small	15	1
Melling	Medium	48	1
<b>WRL Wairarapa Line</b>			
Maymorn Skation	Small	16	1
Featherston	Small	37	1
Woodside	Small	34	1
Matarawa	Small	15	1
Carterton	Small	39	1
Solway	Small	27	1
Renall Street	Small	22	1
Masterton	Medium	49	1

Maintenance of Metlink Signage - Bus (Condition Assessment Laminate and Wayfinding)

Location	Each	Qty	Frequency per annum	Labour Cost (as per rate card)	Administration Costs	Annual Price	Notes
Shelter Laminate	Each	400	1				
Wayfinding Graphics	Each	20	1				
Totems	Each	44	1				

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Parks and Rivers

Visual Refs	Sign Type	Sub-Category	Size	Install Options	Serial Number	Frame Type	Post Type	Unit	Quantity	Price - Install
PR1, PR15	Entrance Sign		1620x900	Frame and Posts Wall Mounted with Holes	ES-01-FA-PA ES-01-WM+H	A	A	each	1	
				Wall Mounted no Holes	ES-01-WM			each	1	
	Entrance Sign		2160x1200	Frame and Posts Wall Mounted with Holes	ES-02-FB-PB ES-02-WM+H	B	B	each	1	
				Wall Mounted no Holes	ES-02-WM			each	1	
	Entrance Sign		3600x2000	Frame and Posts Wall Mounted with Holes	ES-03-FC-PC ES-03-WM+H	C	C	each	1	
				Wall Mounted no Holes	ES-03-WM			each	1	
PR2-15	Information Signs	Bollard	185x200	Wall Mounted with Holes	IS-01-WM+H			each	1	
				Wall Mounted no Holes	IS-01-WM			each	1	
	Information Signs	Bollard	185x400	Wall Mounted with Holes	IS-02-WM+H			each	1	
				Wall Mounted no Holes	IS-02-WM			each	1	
	Information Signs	Bollard	185x600	Wall Mounted with Holes	IS-03-WM+H			each	1	
				Wall Mounted no Holes	IS-03-WM			each	1	
	Information Signs	Bollard	185x800	Wall Mounted with Holes	IS-04-WM+H			each	1	
				Wall Mounted no Holes	IS-04-WM			each	1	
	Information Signs	Bollard Dual	185x400	Wall Mounted with Holes	IS-05-WM+H			each	1	
				Wall Mounted no Holes	IS-05-WM			each	1	
	Information Signs	CCTV	200x300	Wall Mounted with Holes	IS-06-WM+H			each	1	
				Wall Mounted no Holes	IS-06-WM			each	1	
	Information Signs	CCTV	300x450	Wall Mounted with Holes	IS-07-WM+H			each	1	
				Wall Mounted no Holes	IS-07-WM			each	1	
	Information Signs	CCTV	400x600	Wall Mounted with Holes	IS-08-WM+H			each	1	
				Wall Mounted no Holes	IS-08-WM			each	1	
	Information Signs	Generic	1120x1120	Frame and Posts	IS-09-FG-PG	G	G	each	1	
				Wall Mounted with Holes	IS-09-WM+H			each	1	
				Wall Mounted no Holes	IS-09-WM			each	1	
	Information Signs	Generic	300x200	Wall Mounted with Holes	IS-10-WM+H			each	1	
				Wall Mounted no Holes	IS-10-WM			each	1	
	Information Signs	Generic	600x400	Frame and Posts	IS-11-FH-PH	H	H	each	1	
				Wall Mounted with Holes	IS-11-WM+H			each	1	
				Wall Mounted no Holes	IS-11-WM			each	1	
	Information Signs	Generic	1120x470	Frame and Posts	IS-12-FD-PD	D	D	each	1	
				Wall Mounted with Holes	IS-12-WM+H			each	1	
				Wall Mounted no Holes	IS-12-WM			each	1	
	Information Signs	Generic	1120x690	Frame and Posts	IS-13-FE-PE	E	E	each	1	
				Wall Mounted with Holes	IS-13-WM+H			each	1	
				Wall Mounted no Holes	IS-13-WM			each	1	
	Information Signs	General Purpose	300x200	Wall Mounted with Holes	IS-14-WM+H			each	1	
				Wall Mounted no Holes	IS-14-WM			each	1	
	Information Signs	General Purpose	600x400	Frame and Posts	IS-15-FH-PH	H	H	each	1	
				Wall Mounted with Holes	IS-15-WM+H			each	1	
				Wall Mounted no Holes	IS-15-WM			each	1	

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**Fleet - Vehicle Wraps and Decals**

Visual Ref	Sign Type	Size	Material	Reference	Unit	Quantity	Price - Install GW Site
F01	Fleet Ute Wrap (Park Rangers)	Sides and rear	Wrap film		Per Vehicle	1	n/a
F01A	Fleet Ute (Park Rangers) Stoneguard of Toolbox area	Stoneguard below toolbox area and just above + the rear end of toolbox	Wrap		Per Vehicle	1	n/a
F02	Fleet Door Logos	650 x 300mm	Vinyl Decal		each	15	Extra will be travel cost rate
F03	Fleet tracked vehicle sticker	160 x 70mm	Vinyl Decal		each	15	n/a
F04	Stickers	Various	Vinyl Decal		1/2 sqm	1	n/a

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**Fleet - Notes**

Installation sites: mainly at Cuba St (Wellington), Mabey Rd (Lower Hutt) and Masterton. Other sites include Upper Hutt, Kapiti.

Vehicle wraps have to be applied onsite at Dzine Signs due to the nature of the job and no contaminants.

## Harbours

Visual Ref	Sign Type	Size	Material	Reference	Unit	Quantity	Price - Supply	Price - Install
H8	Speed Sign	950 x 600mm	Aluminium, chromated, painted, printed, clearcoated		Each	1		
H109	Boating safety sign	2000 x 1040mm	Aluminium, chromated, painted, printed, clearcoated		Each	1		
H106	Warning signs	600 x 900mm	Aluminium, chromated, painted, printed, clearcoated		Each	1		
H7	Boat safety Campaign	950mm x 600mm	Aluminium, chromated, painted, printed, clearcoated		Each	1		

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## Harbours - Notes

Signage must withstand a marine environment  
 Plastic compound is recommended with Stainless Steel fixings  
 Low numbers required per annum - price based on single units ordered

**Pest Animals/Biosecurity**

Visual Ref	Sign Type	Size	Material	Reference	Unit	Quantity	Cost - Supply	Quantity	Cost - Supply	Quantity	Cost - Supply
B1	Notice of works sign	420x594mm	A2 Coreflute 5mm		Each	1	s7(2)(a)	5	s7(2)(a)	50	s7(2)(a)
B2	Notice of works sign	297x420mm	A3 Coreflute 5mm		Each	1	s7(2)(a)	5	s7(2)(a)	50	s7(2)(a)
B2	Notice of works sign	297x420mm	A3 Coreflute 3mm		Each	1000	s7(2)(a)				
B2	Notice of works sign	297x420mm	A3 Coreflute 5mm		Each	1000	s7(2)(a)				

**Biosecurity - Notes**

No installation required - sign supply only

Storage - Space					
	Unit	Rate/month	Total area used	Total Price per month	Notes
Spare parts and materials	m2	\$25.00 + gst per m2	66m2		
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**Rate Card Table**

Resource Type	Rate type	Hourly rate (ex GST)	Important notes
Health and safety advisor	Standard business hourly rate		
Project manager	Standard business hourly rate		
Administrator	Standard business hourly rate		
Graphic designer Senior	Standard business hourly rate		
Graphic designer Junior	Standard business hourly rate		
Signage installation technician	Standard business hourly rate		
Signage fabrication technician	Standard business hourly rate		
General labourer	Standard business hourly rate		
RPO Kiwirail Watcher	Standard business hourly rate		
Rate for Travel - Flat Fee Rate for multiple shelter laminate applications	Travel Expense		
Rate for travel - Kilometre rate	Travel expense		
Travel time for driver per minute	Travel expense		
Call out cost premium on top of standard hourly rate	call out premium		

**Rate Card - Notes**

Visual Ref - signage across GW

Note - for Pricing Schedule reference purposes only

Fleet



F01/F01A Fleet Truck Wrap



F02 Fleet Door Logos



F03 Fleet tracked vehicle sticker

Parks/ River



PR1 Park Entrance sign

PR2 Park Information sign

PR3 Park Regulatory sign



PR4 Park Vehicle Directional - A

GWRC Parks

Sign Types

GWRC Parks



Entrance Signs



Informational Signs

Small



Large



Track Head Signs



Wayfinding Bollards







H8



H109



H106



H7

## Schedule 4 Drawings and Specifications

Drawings and Specifications include but are not limited to those listed below and/or contained within this Schedule.

- Metlink Brand Guidelines (version dated August 2024 and any future versions) – *attached*
- Greater Wellington Brand Guidelines
- Metlink Wayfinding Signage Suite for Bus – *attached*
- Metlink Wayfinding Signage Suite for Rail – *attached*
- Harbour Signage – *attached*
- Parks Signage – *attached*
- Drawings and Specifications held by the Supplier on their systems as at the start date of this Agreement (noting these may be transferred to GWRC systems during the term of this Agreement).
- Drawings and Specifications held on GWRC systems as at the start date of this Agreement.
- Drawings and Specifications created during the term of this Agreement.

All documents to reflect the contractual relationship between GWRC and the Supplier.

All documentation to reflect any Supplier IPR.





Metlink Brand Guidelines  
August 2024

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We've designed this guide to be used electronically.  
It's up to you whether you print it, but before you do,  
please consider the trees.

# Introduction

---

The Metlink Brand Guidelines specify the brand standards which all Metlink publishing must follow, as determined by Metlink and Greater Wellington publishing policies. Everyone using the Metlink brand must comply with these guidelines.

Metlink publishing and collateral using the Metlink logo must be approved by the Greater Wellington Brand team.

For specific applications, please also refer to the following Metlink brand documents, available on request:

- Metlink How We Write Style Guide
- Metlink Brand Guidelines - Bus Livery
- Metlink Brand Guidelines - Bus & Train Uniform
- For Metlink Wayfinding & Signage guidance please contact the Metlink Customer Experience team

## Contact Us

We're here to help. Please get in touch with our team if you have any questions:

Brand, Insights and Design team  
Greater Wellington  
100 Cuba Street  
PO Box 11646  
Wellington 6011

**brand@gw.govt.nz**  
**0800 496 734**

# 01 Who we are The Metlink story

Metlink is our integrated transport network for the Wellington Region. You could say we're the glue that binds the people of the Wellington region to their lives, the region and each other.

Every day we have thousands of people travelling with Metlink and every one of those journeys matters to us. We're not just here to get people to work, home or the beach, we're here to make their day better.

## What gets us up in the morning?

We care about each and every customer moment, and go the extra mile to deliver a better customer experience in every journey. We might not always be perfect or get it right, but we strive to make it better for their next trip.

Our goal is to be more than just a public transport service, we want to be a symbol of pride for the Wellington Region, an integral part of what makes living in our region great.

## 'Every day better'

### The promise we make to our customers

We make public transport simple and effortless, we help people get amongst all that's served up in the Wellington Region - we help them get amongst life.

For some people, public transport is a critical part of their everyday lives - they rely on it to get by. Others choose to use it because it's convenient, practical and fits into their lifestyle. Either way, 'Every day better' captures the role of Metlink as an important marker of daily life in the Wellington Region and something that makes the region great.

It communicates the fact that we can't always be perfect, but we have a strong desire to go the extra mile for our customers and a commitment to continual improvement.

This is our internal promise - the thought that drives everything we do. It informs our product development, our daily service delivery, and is why we get out of bed every morning.

## Who is in the Metlink network?

These bus, train and harbour ferry operators in the Region operate as part of the Metlink network:

### Bus

- Tranzurban
- Kinetic
- Uzabus
- Transdev Australasia

### Train

- Transdev

### Harbour Ferry

- East by West Ferry

## 02 The Basics Metlink logo

To apply the Metlink logo simply follow these rules. Don't distort, recreate or misuse it. Always use the master artwork to ensure the proportions are maintained and colour is accurately matched.

The Metlink master logo, right, is the primary logo format.



### Metlink master logo

This is the primary version of the Metlink logo, which sits on a Puru Kororā Metlink Blue (PMS 303) background. This master logo version can also sit on other dark background colours..



### Reverse version PMS 303

This is the preferred logo version for a white background. The Master logo version may also be used in a PMS 303 solid box on a white background on non-Metlink (ie partner/sponsor) collateral. Metlink produced collateral should always use a background complementary to the Metlink logo, not requiring the solid box.



### White version

This format is an alternative used primarily in non-Metlink collateral where partner/sponsor logo groupings are all white on a dark background.



### Black version

This format is an alternative used primarily in non-Metlink collateral where partner/sponsor logo groupings are all black on a white background. This format is also used for black and white printing.



### Retired

This version is now retired due to low accessibility of the lime-green contrast on white background.

## 02 The Basics Metlink logo - Total Mobility

The Total Mobility logo is for use on Total Mobility related collateral. The logo is stand alone and does not need to be used with the Metlink logo.



### Total Mobility master logo

This is the primary version of the Te Hunga Whaikaha Total Mobility logo. The text is white, sitting on a Puru Kororā Metlink Blue (PMS303) background.



### Reverse version PMS 303

This format shows how the logo works when used on a white background. The text is Puru Kororā Metlink Blue (PMS303).



### Black version

This logo is only used for one colour black and white printing. The text is black on a white background.

## 02 The Basics How to apply the Metlink logo

When applying the Metlink logo, there are rules around colour, clear space and minimum size.

### Keeping it clear

The Metlink logo needs to be the right size to be clearly seen and recognised.

The minimum spacing around the Metlink logo should be the width of the Metlink 'M', as shown on the right.

There are no maximum size restrictions but the logo must always be reproduced in the proportions it is supplied.

The logo should have a presence on the page, not dominate it.



### Minimum size

There is a minimum permitted size for the logo. When printing, the width of the logo should not be less than 25mm.

### Resizing

Always ensure the logo is resized proportionately and that the relationship between the elements is never altered.

## 02 The Basics Logo do's and don'ts



**Metlink master logo (full colour version)**

✓ The full colour logo should be used where possible.



✗ Don't place the logo on a background that compromises legibility.



✗ Don't stretch, skew or angle the logo.



✗ Don't change the colour of the logo in any way.



✗ Don't place the logo on background colours other than brand colours.



✗ Don't rearrange or change the size of logo elements.



✗ Don't place the logo over faces in images.

## 02 The Basics Metlink contact bar

The contact bar should be used on collateral to clearly display the Metlink URL and contact phone number. The contact bar can be omitted from collateral on occasions where the designed creative requires the bottom right hand corner for another element, and the URL and phone number are included clearly in the body copy.

### Size and placement

The contact bar is placed with the Metlink logo as lock up, shown above right. The Metlink logo and contact bar share the same baseline. The Metlink URL and contact phone number font sizes should be 50% of the height of the Metlink logo and features on one line as shown bottom right. The contact bar is right-aligned, along from the left-aligned Metlink logo.



**Metlink master logo (full colour version)**

File name: Metlink Logo No Lockup CMYK Master Contact Bar



## 02 The Basics Metlink arrow device

For social media purposes the Metlink arrow device is used in most situations as it may be displayed at very small sizes where the full logo is not suitable. Images have been set up for use as favicons for the main social media channels.

The Metlink Facebook username is [www.facebook.com/MetlinkWgtn](https://www.facebook.com/MetlinkWgtn)

The Metlink social media accounts should be linked to online, but should not be printed on Metlink collateral.



Facebook Favicon

### Metlink background feature

The Metlink arrow can be used as a background feature on collateral. The grade is 16% of the icon colour. The arrow should never be full colour as a background graphic feature.



## 02 The Basics Typography - external font

The font for externally produced documents is Gentleman, which is friendly, modern, and legible at all sizes. Gentleman is suitable for body copy, headings and captions.

Gentleman has many different weights but no italics. To keep things simple only four weights of Gentleman should be used across all Metlink branding. Weights and usage are detailed here.

The minimum preferred body copy font size for accessibility is 12 point and 16 point line spacing.

### Māori Language

Māori language should always have macrons correctly applied. Visit [www.gazetteer.linz.govt.nz](http://www.gazetteer.linz.govt.nz) to check macrons in Māori place names.

Gentleman fonts with macrons are available from Greater Wellington Creative Studio on request.

abcdefghijklmnopqrstuvwxyz  
ABCDEFGHIJKLMNOPQRSTUVWXYZ  
VWXYZ0123456789

`=[\`:/~!@#\$\$%^&\*()\_+{}|:~<>?`

### Gentleman 800 - Bold

For headlines and larger subheads.

abcdefghijklmnopqrstuvwxyz  
ABCDEFGHIJKLMNOPQRSTUVWXYZ  
VWXYZ0123456789  
`=[]\`:/~!@#\$\$%^&\*()\_+{}|:~<>?

### Gentleman 600 - Regular

Body copy on brochures, flyers and all body copy that appears on a white background.

abcdefghijklmnopqrstuvwxyz  
ABCDEFGHIJKLMNOPQRSTUVWXYZ  
VWXYZ0123456789  
`=[]\`:/~!@#\$\$%^&\*()\_+{}|:~<>?

### Gentleman 700 - Medium

Body copy on posters, press ads and signage.

abcdefghijklmnopqrstuvwxyz  
ABCDEFGHIJKLMNOPQRSTUVWXYZ  
VWXYZ0123456789  
`=[]\`:/~!@#\$\$%^&\*()\_+{}|:~<>?

### Gentleman 900 - Heavy

To highlight numbers, intro headers, call to action and other important information within body copy.

## 02 The Basics Typography - internal font

Aptos is our chosen font for all internally generated communications, i.e. letters, memos, presentations. You should always use Aptos even if you're writing for an external audience as it is the default Microsoft font.

The preferred font size is 12 point and 16 point line spacing.

abcdefghijklmnopqrstuvwxyz  
ABCDEFGHIJKLMNOPQRSTUVWXYZ  
WXYZ0123456789  
'=[\;',./~!@#\$\$%^&\*()\_+{}|:.”<>?

### Aptos - Bold

To highlight numbers, intro headers and headlines and larger subheads within body copy.

abcdefghijklmnopqrstuvwxyz  
ABCDEFGHIJKLMNOPQRSTUVWXYZ  
WXYZ0123456789  
'=[\;',./~!@#\$\$%^&\*()\_+{}|:.”<>?

### Aptos - Regular

Body copy on letterhead and administration documents, internal flyers, posters and any other internal documents when Gentleman is not available.

abcdefghijklmnopqrstuvwxyz  
ABCDEFGHIJKLMNOPQRSTUVWXYZ  
WXYZ0123456789  
'=[\;',./~!@#\$\$%^&\*()\_+{}|:.”<>?

### Aptos - Italic

Used to distinguish words from others within the text.

## 02 The Basics Primary brand colours

Two brand colours make up the Metlink primary colour palette. The Metlink brand colour CMYK and RGB breakdowns are sourced directly from the Pantone Colour Bridge Series. The colour breakdowns are listed at right. While we have provided CMYK and RGB breakdowns for each Pantone, please reference the Pantone Colour Bridge Series swatch book for an exact colour matching reference.

We expect there may be slight variations in colour across print and digital mediums. Please send a printer's proof sample to Greater Wellington if you have any concerns about correct colour matching.

The complete Metlink brand colour swatch library is available on request.

### Paint colours - standardised powder coat colour alternative

For bulk painting requirements, special order paint to the Metlink Blue Kororā PMS 303 primary brand colour is preferred.

In the case of more infrequent maintenance (repair, replace) of bus or rail assets (shelters, bike racks etc), and where cost-effectiveness and paint shelf-life are of concern, then the standardised **Dulux powder coat Duralloy solid colour "Navy 9155234M"** may be used.

For touch ups to assets, a liquid-based paint can be colour matched to this powder coat colour.



#### Puru Kororā (blue penguin)

An iconic native bird which is very dear to our hearts in the Wellington Region.

**PMS** 303

**CMYK** 100/47/22/82

**RGB** 0/42/58

**HEX** #002A3A



**Pantone**

**CMYK**

**RGB**



#### Protoplasm (lime green)

Named after the iconic Wellington sculpture 'Protoplasm' by Phil Price.

**PMS** 381

**CMYK** 25/0/98/0

**RGB** 206/220/0

**HEX** #CEDC00



**Pantone**

**CMYK**

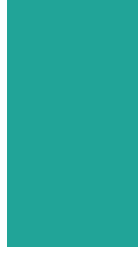
**RGB**

## 02 The Basics Secondary brand colours

These colours can be used when an extended colourway is needed. They have been chosen for their harmony and/or contrast with the primary brand colours. There is at least one colour option to contrast against each primary brand colour as needed, and an option to work in harmony with it.

Each of the colours is also connected to the scenery and landscape that Metlink operations move through.

- SBC1** - Wellington Region's green spaces
- SBC2** - the colour of the golden hour, light hitting Wellington buildings
- SBC3** - sand on shorelines, where our land and water connect
- SBC4** - Wellington's urban spaces, roads, and rail infrastructure
- SBC5** - deeper bodies of water such as the harbour
- SBC6** - shallow areas of water closer to the land



**SBC1**  
**PMS** 3272C  
**CMYK** 3/33/100/0  
**RGB** 13/164/153  
**HEX** #0da499



**SBC2**  
**PMS** 1235C  
**CMYK** 3/33/100/0  
**RGB** 244/177/27  
**HEX** #f4b11b



**SBC3**  
**PMS** 115C  
**CMYK** 2/8/86/0  
**RGB** 253/223/63  
**HEX** #fdf3f



**SBC4**  
**PMS** 425C  
**CMYK** 61/52/52/22  
**RGB** 98/99/99  
**HEX** #626363



**SBC5**  
**PMS** 7687C  
**CMYK** 97/88/2/0  
**RGB** 42/67/152  
**HEX** #2a4398



**SBC6**  
**PMS** 7452C  
**CMYK** 51/43/0/0  
**RGB** 131/144/250  
**HEX** #8390fa

## 02 The Basics Rail line route colours

These colours are used to show the different rail routes.  
The exact colours should only be used for this purpose.



**Hutt Valley Line**  
**PMS** 1505 C  
**CMYK** 0/56/90/0  
**RGB** 255/105/0  
**HEX** #FF6900



**Melling Line**  
**PMS** 1505 C  
**CMYK** 0/56/90/0  
**RGB** 255/105/0  
**HEX** #FF6900



**Kāpiti Line**  
**PMS** 387 C  
**CMYK** 12/0/80/0  
**RGB** 227/233/53  
**HEX** #E3E935



**Johnsonville Line**  
**PMS** 637 C  
**CMYK** 62/0/8/0  
**RGB** 78/195/224  
**HEX** #4EC3E0



**Wairarapa Line**  
**PMS** 116 C  
**CMYK** 0/14/100/0  
**RGB** 255/205/0  
**HEX** #FFCD00

## 02 The Basics Bus route colours

These colours are used to show the different bus routes. The exact colours should only be used for this purpose.

Route 7 and Route 110 are the same colour but routes for different areas. Route 7 is Wellington City only, and Route 110 is Hutt Valley only.



### Route 1

**PMS** 1797 C  
**CMYK** 2/97/85/7  
**RGB** 203/51/59  
**HEX** #CB333B



### Route 2

**PMS** 300 C  
**CMYK** 99/50/0/0  
**RGB** 0/94/184  
**HEX** #005EB8



### Route 3

**PMS** 362 C  
**CMYK** 78/0/100/2  
**RGB** 80/158/47  
**HEX** #509E2F



### Route 4

**PMS** 1525 C  
**CMYK** 19/77/100/8  
**RGB** 191/84/3  
**HEX** #bf5403



### Route 7

**PMS** 7656 C  
**CMYK** 45/90/0/4  
**RGB** 142/58/128  
**HEX** #8E3A80



### Route 21

**PMS** 204 C  
**CMYK** 0/59/5/0  
**RGB** 231/130/169  
**HEX** #E782A9



### Route 22

**PMS** 7413 C  
**CMYK** 1/60/98/4  
**RGB** 220/134/51  
**HEX** #DC8633



### Route 110

**PMS** 7656 C  
**CMYK** 45/90/0/4  
**RGB** 142/58/128  
**HEX** #8E3A80



### Route 120/220

**PMS** 7732 C  
**CMYK** 89/0/96/30  
**RGB** 0/122/62  
**HEX** #007A3E



### Route 130

**PMS** 307 C  
**CMYK** 100/22/2/18  
**RGB** 0/107/166  
**HEX** #006BA6



### Standard Routes

**PMS** 542 C  
**CMYK** 60/19/1/4  
**RGB** 123/175/212  
**HEX** #7BAFD4



### Peak Only Routes

**PMS** 431 C  
**CMYK** 45/25/16/59  
**RGB** 91/103/112  
**HEX** #5B6770



### After Midnight services

**PMS** Process Black C  
**CMYK** 0/0/0/100  
**RGB** 0/0/0  
**HEX** #000000



### School routes

**PMS** 548 C  
**CMYK** 100/21/28/76  
**RGB** 0/61/76  
**HEX** #003D4C

## 02 The Basics Printing and paper specifications

### Paper stocks and weights

Please use stocks and inks that offer sustainable printing options. If you would like to use other materials, think about the environmental accreditation of papers, inks and finishing techniques. Tell your audience the material can be recycled, if it can.

#### Digital printing statement

Printed on paper from well-managed forests that comply with environmentally sustainable practice and principles. Please recycle.

#### Offset printing statement (use with FSC Logo)

Printed with mineral oil-free, soy-based vegetable inks on paper produced using FSC certified mixed source pulp that complies with environmentally responsible practices and principles. Please recycle.

#### Paper stocks

Sumo Laser  
Royal Offset Hi-Brite (if Sumo is not available)

Please note we use uncoated paper stocks as a preference.

#### Paper weights

A4/A5/DL/brochures: 150gsm or 120gsm for multiple pages

Posters: 150gsm

Folders: 250gsm on Sumo Laser or 300gsm on Royal Offset Hi-Brite

Please note the paper stock and weights listed above are a guide. Each job needs to be looked at individually based on quantity, fold, configurations and purpose.

### FSC Logo

Metlink's preferred paper stock (Sumo Laser) is sourced from environmentally responsible plantations.

All offset print items printed on this stock can carry the Forest Stewardship Council (FSC) logo, a globally recognised mark that certifies the stock's origin.

The FSC need to approve the use of their logo and statement on collateral, which an FSC accredited printer can facilitate. Where the FSC have already approved a layout, but it is included on a different piece of collateral, the FSC accredited printer can approve the print run.

Our primary offset printer, Format Print, is FSC accredited and is authorised to apply the logo to our print runs. Format place the logo next to the print statement and certify the print run.

The logo can only be applied by an FSC accredited printer.

Find out more about the FSC mark at [www.fsc.org](http://www.fsc.org) or contact Format Print.



Printed with mineral-oil-free, soy-based vegetable inks on paper produced using Forestry Stewardship Council® (FSC®) certified mixed-source pulp that complies with environmentally responsible practices and principles. Please recycle.

### FSC logo placement

The logo is placed to the left of the print statement on all offset print documents. The logo and statement will generally be placed above the Metlink logo on the back of leaflets and timetables. The FSC logo mini version can be used on items A5 or smaller.

Designers should use a logo placeholder (below) on the relevant artwork.



## 02 The Basics Imagery and photography

### Photography

#### Always ensure that images are:

- High resolution (300dpi)
- Good quality (not blurred or pixelated)
- Images taken from the internet are not suitable for print

#### Photographs should:

- Real people in real situations using public transport vehicles (interior or exterior) or at infrastructure such as a bus stop, train station, harbour ferry, wharf, signage.
- Be distinctly Wellington region (locations).
- Show energy and movement.
- Give the impression of having caught the subject in the middle of an activity or conversation.
- Not cut off the top of people's heads due to cultural reasons.
- Have consent to use the image if it contains clear identifiable close ups of people's faces.
- Be shot from middle distance, or close ups of people's faces where applicable.

### Image Library

The Brand, Insights and Design team have a library of brand photography for you to use in public transport marketing collateral.



## 02 The Basics Metlink transport mode icons

### Bus, train and ferry icons

The bus, train and ferry icons can be used on marketing, advertising and promotional collateral and in signage and wayfinding.

The bus, train and ferry icons can be used individually as:

1. a wayfinding visual
2. a visual short cut
3. to differentiate bus, train, ferry messages from one another

Collateral applying to Metlink generally, or all services, requires no icon.

They can be shown in reverse colour.



**Primary versions**

**Reverse lime green versions**

## 02 The Basics Metlink graphic icons

Icons are available for use as supportive graphic techniques, providing visual relief on text heavy pages or to help illustrate an idea.

### CONS

A library of Metlink icons are available to help communicate ideas to our customers. The icons share the same informal and friendly style as the Metlink tone and manner, and are placed in a circle, consistent with the brand's visual identity.

There are two treatments blue/green and green/blue, and use depends on the background colour. They can also be made black and white if needed. The Metlink graphic icons are displayed to the right, the full library of icon artwork is available on request.



## 02 The Basics Metlink On Demand identity

### On Demand wordmark

The On Demand bus livery aligns with current Metlink bus livery, but is differentiated as Metlink On Demand by using the wordmark as part of the livery or in design collateral. The pin in the 'O' represents the location pin used on the maps in the Via app that supports the On Demand service. A white or green line links the letters together and allows the wordmark to become an extension of the map illustration.

The Metlink On Demand master wordmark is the primary format.



Master wordmark



Wordmark on PMS 381C



Pin 'mode' icon - primary



## 02 The Basics Metlink On Demand identity

### Primary wordmark formats

To apply the Metlink On Demand wordmark follow these rules. Don't distort, recreate or misuse it. Always use the master artwork to ensure the proportions are maintained and colour is accurately matched.



This preferred format is reproduced only in Metlink brand colours.



This format is used when printing/displaying on PMS 381C.



This version used when printing/displaying on white.

This format shows how the logo works when printing in one colour, Metlink Blue, PMS 303C on white.



### clear space

■ = minimum clear space. Designed to ensure the wordmark stands out clearly and distinctly. No other elements should be placed in this area.

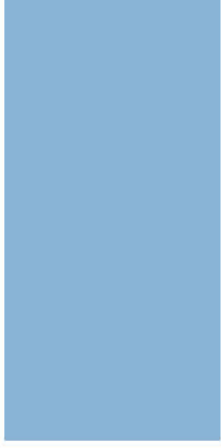


### Metlink On Demand lockup

The Metlink On Demand lockup appears in the phone app, and where the lockup stands alone outside of Metlink branding. The lockup should preferably appear on a Metlink Blue, PMS 303C background. For a white background use the Metlink blue PMS 303C one colour wordmark.

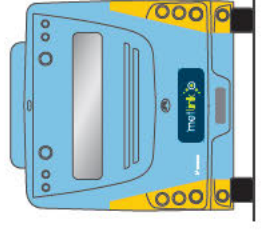
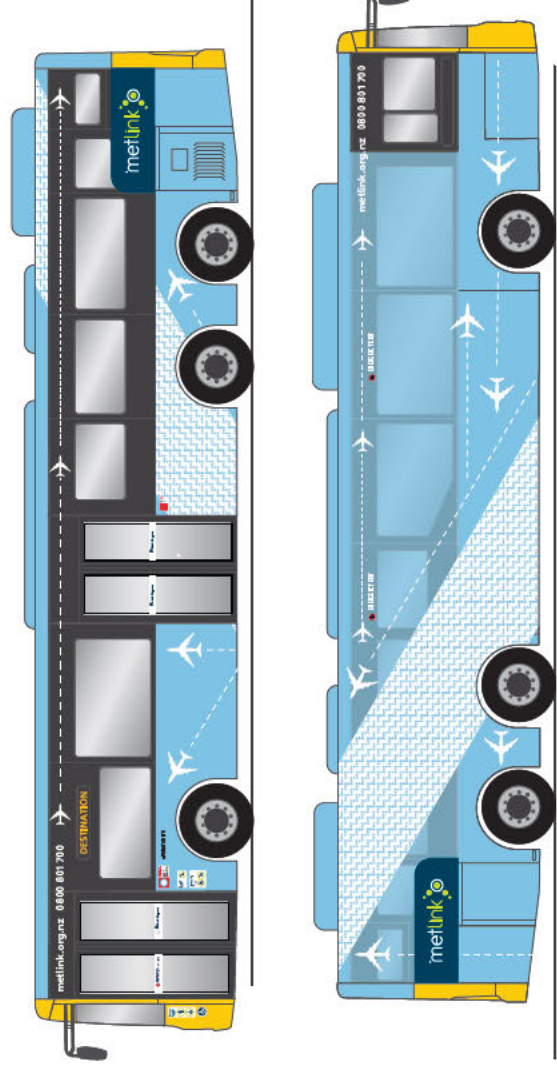
## 02 The Basics Airport Express

**Airport Express primary colour**  
The primary colour used for Airport branding is Airport Blue, used in conjunction with Metlink primary colours. The exact colour should only be used for this purpose. For accurate colour matching, refer to your Pantone Colour Bridge Series swatch book.



**Airport Express Blue**  
PMS 2905C  
CMYK 40/15/0/9  
RGB 141/199/233  
HEX #8CC7E9

**Airport Express livery**  
**Standard base bus**  
Finished product - excluding exterior labels



## 02 The Basics Airport Express graphic elements

These visuals show how the Airport Express identity graphic elements can be used

### Airport Express Poutama

The Poutama is also a core Greater Wellington motif representing ascension; the journey of striving for knowledge and enlightenment, to become better people. In the Airport Express context, it denotes the fantasy of flight, rising into the blue skies, and all the places you could go. The form of aeroplanes represents the travel and passage from one place to another.

Don't place this motif on a background that compromises legibility or change the colour beyond the brand colours.



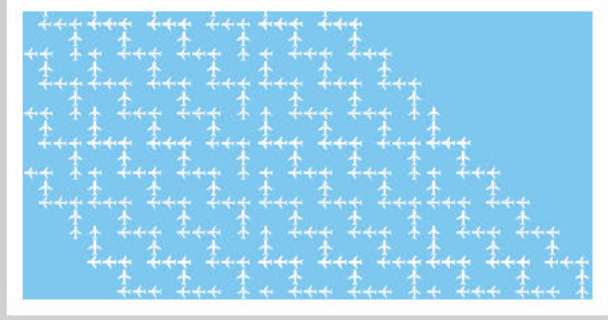
### Airport Express route icon

Shown on bus stop poles and bus stop totems to indicate the Airport Express service stops here.



### Airport Express plane icon

A graphic element used in marketing collateral and at bus stops. Can be used as a white or Airport Blue PMS 2905C plane visual without the icon circle.



### Airport Express Poutama

A graphic motif used in relation to the Airport Express.



### Airport Express poster

Example of a poster advertising the Airport Express service.

## 03 Tone and manner Overview

We're creating an integrated Metlink public transport service for the Wellington Region for today, tomorrow and future generations.

We're a customer-obsessed brand which means we care about each and every customer moment and go the extra mile to deliver a better customer experience in every journey. We make every day better.

Whatever we write (e.g. advertisements, websites, newsletters, emails), for trains, buses or ferries, should be an expression of the fact we are an 'outside-in' brand and always put the customer first. We use our writing to reflect our ambition to be a loved and valued brand for the Wellington Region.

This is why we have our distinct tone of voice. One that helps all of our customers feel a connection with Metlink. Our style is informal, we don't communicate like a large corporate. We say things simply and with a bit of charm whenever we can.

### Our writing principles

**Approachable** - We're friendly, welcoming and open. We write like we're having a conversation.



**Enthusiastic** - We always have an optimistic outlook. Sometimes we need to apologise. When we do, we do it with grace. Sometimes we need to let people know we're changing. When we do, we do it with positivity.

**Genuine** - We tackle things head on, we don't shy away from our customers. At times, we don't know all the answers but we acknowledge the situation and are up front with our customers.

**Charming** - We create a connection with people and invite them in with warmth and subtle wit.

# 03 Tone and manner Language examples

## Talking to our customers

	
Outward-in	Internally-focused
Simple and concise	Jargon, corporate, technical
Informal, conversational and friendly	Overly-familiar, abbreviations, flippant (e.g. gonna, 'em)
Confident and clear	Unsure, vague
Enthusiastic	Flat, unenergetic
Invitational, consultative	Impersonal, dictatorial, clinical
Charming, witty in a subtle way	Dry, functional

## Good language examples

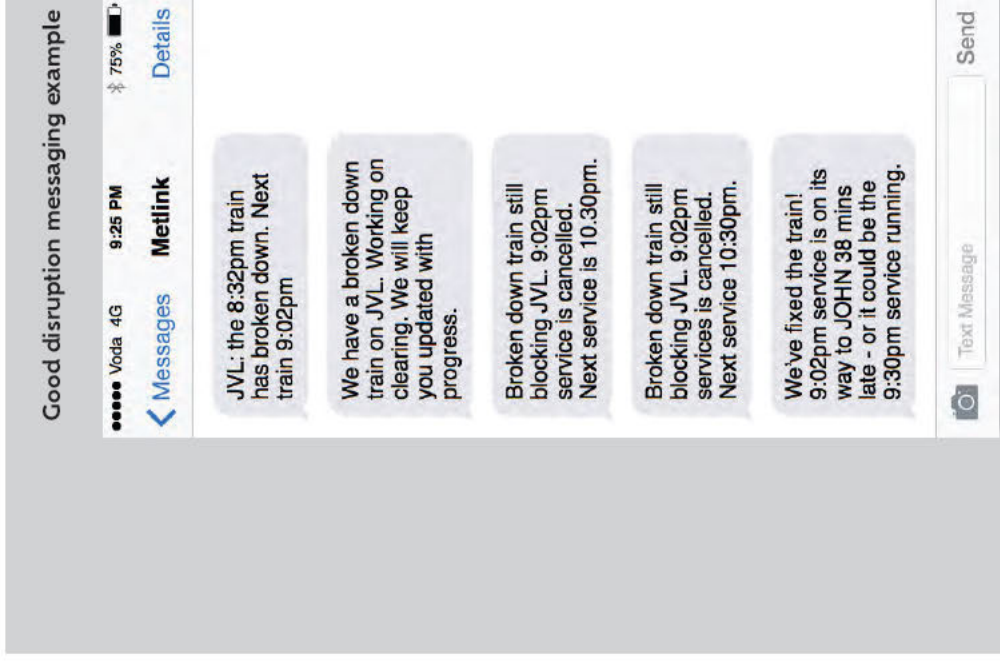
- Sorry about the delay...
- Traffic's pretty heavy today so...
- We realise there is nothing more frustrating...
- There are a number of ways...
- Metlink is investing in your network...
- Trains, buses and ferries are machines and sometimes they break down...
- We're making improvements to your services...
- Always know where your service is; the Metlink Commuter app is available from Google Play and the App Store.
- Thanks for your feedback on the new website.
- If you are unfamiliar with using public transport we can provide training to help.
- Let's not beat around the bush, we want to hear what you think about our proposed changes to Metlink fares.
- It makes sense to us that the public who use our services should have a say on their public transport so if you have a good idea on where the new Johnsonville and Kilbirnie bus hubs should go, make sure to let us know.

## Bad language examples

- It's all on our website...
- Ask a bus driver/train staff...
- We don't know...
- That's not our problem...
- Just wait for the next bus/train...
- You could just drive there...
- I think it's \$5 for 3 zones I'm not sure though...
- We were grateful for the feedback on the new website
- We are providing optional public transport training for people unfamiliar with its use
- It may be of interest to you to learn...

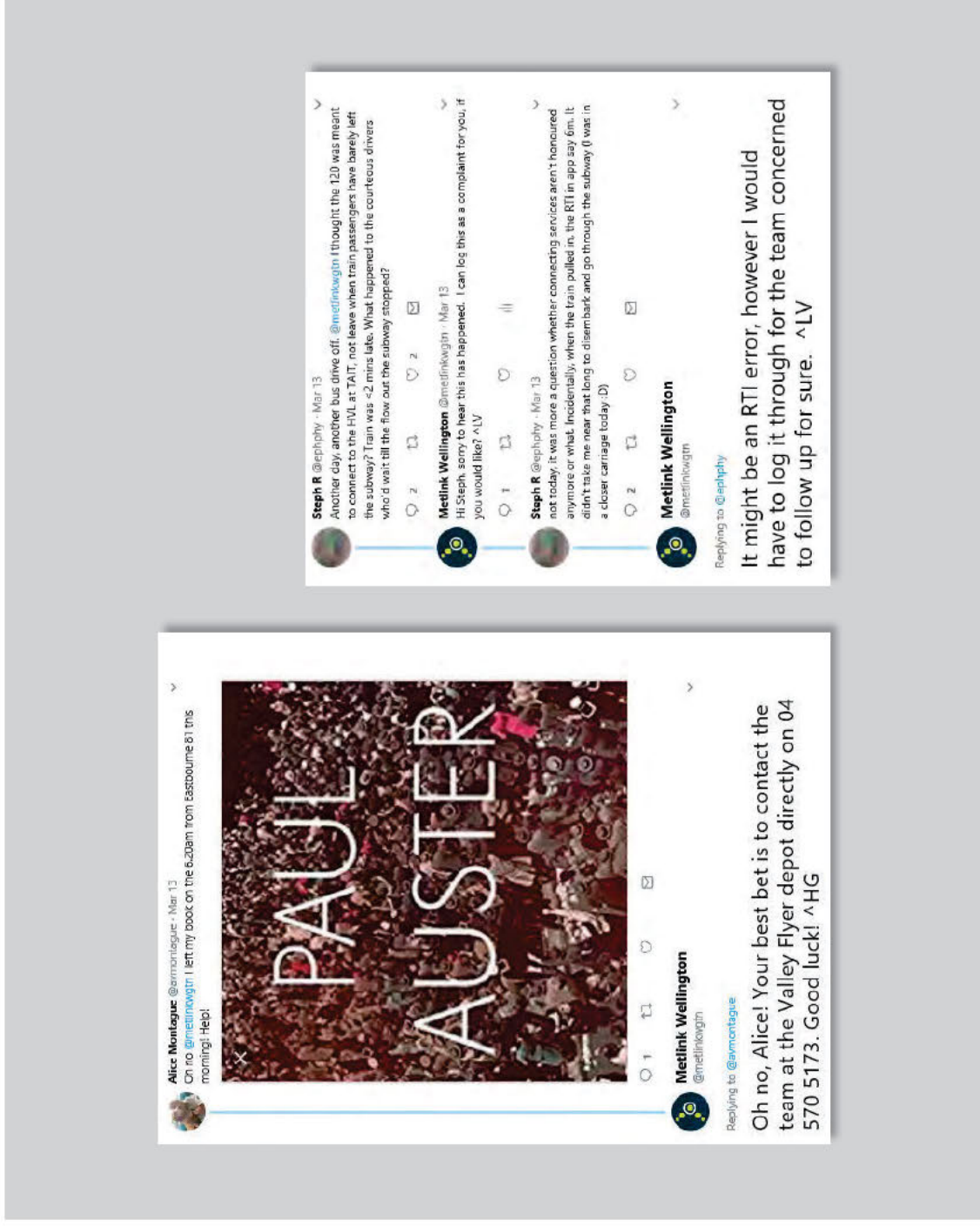
## 03 Tone and manner Disruption messaging examples

These are examples of good and bad disruption messages.



## 03 Tone and manner Social media examples

These are examples of social media posts with a positive style of engagement.



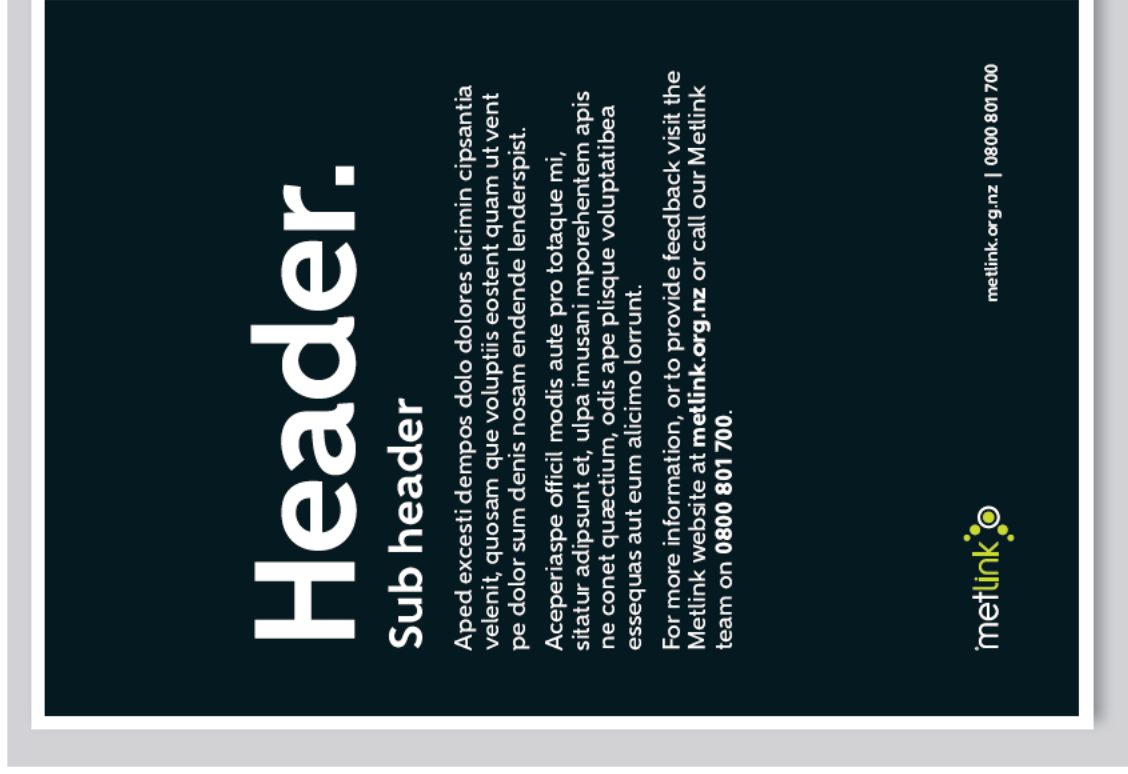
## 04 Applications Posters

This is the template for customer information posters.

All posters have a 7mm white border.

For posters which sit in any poster-holders, please double-check the holder specifications to make sure the contact bar is not obscured.

Allow a minimum safe visual area of 25mm. The preference is to have the 7mm white border on all posters. However for posters where space is at a premium, it is acceptable to omit the white border.



# 04 Applications Timetables

The bus, train and ferry icons are reverse white for clarity of the route colours.








Fig 1. Partial sample of a timetable to demonstrate visual approach.

## 04 Applications Alert signage

The buses replace trains, bus stop closed and associate operational alert or planned disruption templates are different to marketing campaign and customer information templates. They have bright colour headers to get the users' attention and to differentiate from other signage.

Please ensure when using this template that body copy is kept to a minimum, the point size is as large as possible, and font is a minimum 12 point. Please use only the regular and bold type styles, do not use italics.

If you need to provide more information and need more space, refer customers to the Metlink website or provide handouts.

Message	Band Colour	Text colour in band	Icon	Icon Reverse
Closure signage (station, carpark, toilets)	Alert Red	White		
Planned disruption (Buses replace trains, bus route detour)	Buses Replace Trains / Detour Pink	White		
Construction or safety hazard	Hazard Yellow	Black		

**Alert Red**  
**PMS 485 C**  
**CMYK 0/95/100/0**  
**RGB 218/41/28**  
**HEX #DA291C**



**Pantone CMYK RGB**

**Buses Replace Trains / Detour Pink**  
**PMS 225 C**  
**CMYK 9/87/0/0**  
**RGB 225/0/152**  
**HEX #E10098**



**Pantone CMYK RGB**

**Hazard Yellow**  
**PMS 115 C**  
**CMYK 0/6/87/0**  
**RGB 255/218/36**  
**HEX #FDDA24**



**Pantone CMYK RGB**

# 04 Applications Alert signage

## Style Guide

- Operational messages should have a clear, succinct language, different from promotional or marketing tone to reduce clutter and word count on operational signage
- Use the terms: 'Buses replace trains' or 'Buses replacing trains', and not 'Buses will be replacing trains' or 'Bus replacements' or 'Rail replacements'
- Please use sentence case for heading rows in tables, do not use all capitals.
- On these templates, always list train services in the same order left to right or top to bottom:

- Hutt Valley line
- Melling Line
- Kāpiti Line
- Johnsonville Line
- Wairarapa Line

Avoid mixing background and modal colours on posters, e.g. magenta pink posters with a Train purple-fill train icon

Refer to the 'Metlink Service Centre', not the 'Metlink Contact Centre', or 'Contact Centre'.

For more information, refer to the Metlink 'How We Write' Style Guide.

**24 November 2020  
Buses replace trains.**

**Hutt Valley & Melling Lines**

**Important information**  
About buses and bike racks, prams, etc. About schedules different and not on the RTI screens. Any other operational stuff we want to mention here

**Sunday 24 November**  
Buses replace some evening services between Wellington and Upper Hutt.

To Wellington		To Upper Hutt	
AM	PM	AM	PM
Upper Hutt Station	6:32	6:32	6:32
Wainuiomata Station	6:32	6:32	6:32
Porirua Station	6:35	6:35	6:35
Wairarapa Station	6:37	6:37	6:37
Manawatu Station	6:39	6:39	6:39
Upper Hutt Station	6:42	6:42	6:42
Wainuiomata Station	6:44	6:44	6:44
Porirua Station	6:46	6:46	6:46
Wairarapa Station	6:48	6:48	6:48
Manawatu Station	6:50	6:50	6:50
Upper Hutt Station	6:53	6:53	6:53
Wainuiomata Station	6:55	6:55	6:55
Porirua Station	6:58	6:58	6:58
Wairarapa Station	7:01	7:01	7:01
Manawatu Station	7:03	7:03	7:03
Upper Hutt Station	7:06	7:06	7:06
Wainuiomata Station	7:08	7:08	7:08
Porirua Station	7:10	7:10	7:10
Wairarapa Station	7:12	7:12	7:12
Manawatu Station	7:14	7:14	7:14
Upper Hutt Station	7:16	7:16	7:16
Wainuiomata Station	7:18	7:18	7:18
Porirua Station	7:20	7:20	7:20
Wairarapa Station	7:22	7:22	7:22
Manawatu Station	7:24	7:24	7:24
Upper Hutt Station	7:26	7:26	7:26
Wainuiomata Station	7:28	7:28	7:28
Porirua Station	7:30	7:30	7:30
Wairarapa Station	7:32	7:32	7:32
Manawatu Station	7:34	7:34	7:34
Upper Hutt Station	7:36	7:36	7:36
Wainuiomata Station	7:38	7:38	7:38
Porirua Station	7:40	7:40	7:40
Wairarapa Station	7:42	7:42	7:42
Manawatu Station	7:44	7:44	7:44
Upper Hutt Station	7:46	7:46	7:46
Wainuiomata Station	7:48	7:48	7:48
Porirua Station	7:50	7:50	7:50
Wairarapa Station	7:52	7:52	7:52
Manawatu Station	7:54	7:54	7:54
Upper Hutt Station	7:56	7:56	7:56
Wainuiomata Station	7:58	7:58	7:58
Porirua Station	8:00	8:00	8:00
Wairarapa Station	8:02	8:02	8:02
Manawatu Station	8:04	8:04	8:04
Upper Hutt Station	8:06	8:06	8:06
Wainuiomata Station	8:08	8:08	8:08
Porirua Station	8:10	8:10	8:10
Wairarapa Station	8:12	8:12	8:12
Manawatu Station	8:14	8:14	8:14
Upper Hutt Station	8:16	8:16	8:16
Wainuiomata Station	8:18	8:18	8:18
Porirua Station	8:20	8:20	8:20
Wairarapa Station	8:22	8:22	8:22
Manawatu Station	8:24	8:24	8:24
Upper Hutt Station	8:26	8:26	8:26
Wainuiomata Station	8:28	8:28	8:28
Porirua Station	8:30	8:30	8:30
Wairarapa Station	8:32	8:32	8:32
Manawatu Station	8:34	8:34	8:34
Upper Hutt Station	8:36	8:36	8:36
Wainuiomata Station	8:38	8:38	8:38
Porirua Station	8:40	8:40	8:40
Wairarapa Station	8:42	8:42	8:42
Manawatu Station	8:44	8:44	8:44
Upper Hutt Station	8:46	8:46	8:46
Wainuiomata Station	8:48	8:48	8:48
Porirua Station	8:50	8:50	8:50
Wairarapa Station	8:52	8:52	8:52
Manawatu Station	8:54	8:54	8:54
Upper Hutt Station	8:56	8:56	8:56
Wainuiomata Station	8:58	8:58	8:58
Porirua Station	9:00	9:00	9:00
Wairarapa Station	9:02	9:02	9:02
Manawatu Station	9:04	9:04	9:04
Upper Hutt Station	9:06	9:06	9:06
Wainuiomata Station	9:08	9:08	9:08
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Wairarapa Station	9:12	9:12	9:12
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Wairarapa Station	9:32	9:32	9:32
Manawatu Station	9:34	9:34	9:34
Upper Hutt Station	9:36	9:36	9:36
Wainuiomata Station	9:38	9:38	9:38
Porirua Station	9:40	9:40	9:40
Wairarapa Station	9:42	9:42	9:42
Manawatu Station	9:44	9:44	9:44
Upper Hutt Station	9:46	9:46	9:46
Wainuiomata Station	9:48	9:48	9:48
Porirua Station	9:50	9:50	9:50
Wairarapa Station	9:52	9:52	9:52
Manawatu Station	9:54	9:54	9:54
Upper Hutt Station	9:56	9:56	9:56
Wainuiomata Station	9:58	9:58	9:58
Porirua Station	10:00	10:00	10:00
Wairarapa Station	10:02	10:02	10:02
Manawatu Station	10:04	10:04	10:04
Upper Hutt Station	10:06	10:06	10:06
Wainuiomata Station	10:08	10:08	10:08
Porirua Station	10:10	10:10	10:10
Wairarapa Station	10:12	10:12	10:12
Manawatu Station	10:14	10:14	10:14
Upper Hutt Station	10:16	10:16	10:16
Wainuiomata Station	10:18	10:18	10:18
Porirua Station	10:20	10:20	10:20
Wairarapa Station	10:22	10:22	10:22
Manawatu Station	10:24	10:24	10:24
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Upper Hutt Station	10:56	10:56	10:56
Wainuiomata Station	10:58	10:58	10:58
Porirua Station	11:00	11:00	11:00
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Porirua Station	12:40	12:40	12:40
Wairarapa Station	12:42	12:42	12:42
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Porirua Station	12:50	12:50	12:50
Wairarapa Station	12:52	12:52	12:52
Manawatu Station	12:54	12:54	12:54
Upper Hutt Station	12:56	12:56	12:56
Wainuiomata Station	12:58	12:58	12:58
Porirua Station	13:00	13:00	13:00
Wairarapa Station	13:02	13:02	13:02
Manawatu Station	13:04	13:04	13:04
Upper Hutt Station	13:06	13:06	13:06
Wainuiomata Station	13:08	13:08	13:08
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Wairarapa Station	13:12	13:12	13:12
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Upper Hutt Station	13:16	13:16	13:16
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Wainuiomata Station	13:28	13:28	13:28
Porirua Station	13:30	13:30	13:30
Wairarapa Station	13:32	13:32	13:32
Manawatu Station	13:34	13:34	13:34
Upper Hutt Station	13:36	13:36	13:36
Wainuiomata Station	13:38	13:38	13:38
Porirua Station	13:40	13:40	13:40
Wairarapa Station	13:42	13:42	13:42
Manawatu Station	13:44	13:44	13:44
Upper Hutt Station	13:46	13:46	13:46
Wainuiomata Station	13:48	13:48	13:48
Porirua Station	13:50	13:50	13:50
Wairarapa Station	13:52	13:52	13:52
Manawatu Station	13:54	13:54	13:54
Upper Hutt Station	13:56	13:56	13:56
Wainuiomata Station	13:58	13:58	13:58
Porirua Station	14:00	14:00	14:00
Wairarapa Station	14:02	14:02	14:02
Manawatu Station	14:04	14:04	14:04
Upper Hutt Station	14:06	14:06	14:06
Wainuiomata Station	14:08	14:08	14:08
Porirua Station	14:10	14:10	14:10
Wairarapa Station	14:12	14:12	14:12
Manawatu Station	14:14	14:14	14:14
Upper Hutt Station	14:16	14:16	14:16
Wainuiomata Station	14:18	14:18	14:18
Porirua Station	14:20	14:20	14:20
Wairarapa Station			

## 05 Co-marketing

For approvals or clarification about co-branding, please contact Greater Wellington Brand team at [brand@gw.govt.nz](mailto:brand@gw.govt.nz)

### Metlink and Greater Wellington

Greater Wellington plans, delivers and manages public transport under the brand name Metlink.

Public facing material such as Metlink signage, bus and train livery, uniforms and marketing communications collateral are all branded Metlink, and do not feature the Greater Wellington logo.

Metlink is the brand name used externally for all public transport operational communication as a clear, central source of information about the service. The Greater Wellington brand is used at the regional transport planning and strategic level.

Any exceptions must be approved in writing by the Greater Wellington Brand team, contact [brand@gw.govt.nz](mailto:brand@gw.govt.nz)

### Metlink and transport operator co-branding

Metlink's transport providers operate under the Metlink brand, and all public facing material is branded Metlink. However, operators may occasionally wish to publish collateral with reference to their company and Metlink.

The following are approved examples of Metlink and operator co-branding:

- Customer commitment posters are co-branded with the operator and Metlink

- Operator logo will be on rail industry lead promotions, such as Rail Safety Week. These may be co-branded where the Metlink or Greater Wellington logo is also likely to be present.

Bus and train livery is Metlink branded, with an 'operated' by acknowledgement to the operator. Train livery also includes 'Funded by' Greater Wellington and NZ Transport Agency Waka Kotahi logos.

Any use of the Greater Wellington or Metlink logos must be approved by the Greater Wellington Brand team, contact [brand@gw.govt.nz](mailto:brand@gw.govt.nz)

### Metlink and Greater Wellington business partner co-branding

For joint projects with external business partners, the Greater Wellington or Metlink logo may feature with other logos on joint marketing communication collateral. Please see examples at right.

Metlink is the brand used at an operational level, Greater Wellington is the brand used at a regional transport planning and strategy level, however exceptions may apply.

Any use of the Greater Wellington or Metlink logos by external partners must be approved by the Greater Wellington Brand team, contact [brand@gw.govt.nz](mailto:brand@gw.govt.nz)



Fig 1.  
Future Rail example -  
Metlink rail project template.



Fig 2.  
Future Rail example -  
Kiwirail branded rail template.

## 06 Co-marketing Livery

### Train livery

All design and maintenance of the train livery is managed by Metlink in consultation with Transdev.

### Bus livery

For brand guidelines detailing Metlink bus livery, please refer to the document: Metlink Brand Guidelines – Bus Livery available on request.

### Ferry livery

Ferry livery is currently managed by East by West Ferry.



## 6 Suppliers Preferred suppliers

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**Design:**

Greater Wellington creative studio 04 384 5708  
VML 027 808 7880

**Printing and installation of totems and signage requirements:**

Dzine Signs 04 939 6860

**Printing of digital posters and brochures:**

Touchprint: Print and Data 04 499 0912

**Printing and installation of Wellington station signage:**

Mesh 04 802 0558

**Digital Design Partner:**

Somar Design Studios 04 385 1075

**Production of merchandise materials:**

SauceIT 021 939 539

**Note - as at 04/10/2024, this Brand Guideline is being updated to reflect Dzine Signs as the supplier for Printing and installation of Wellington station signage. Updated copy to be provided when available.**

## 07 Amendments

Please see below for a table of amendments.

### September 2018

Reference	Description
Page 11	Contact bar: added extra page to show contact bar usage and signage
Page 22	Added in full library of graphic icons
Page 31	Timetable graphic updated
Page 33	Bus stop closed template added

### November 2019

Reference	Description
Whole document	Bus Green colour icon updated from PMS 369 to PMS 2278
Pages 33 and 34	Added examples of Metlink images and illustrations in collateral

### December 2020

Reference	Description
Whole document	Retirement of Metlink On Our Way logo device
Whole document	Twitter and Facebook removed from printed collateral
Page 6	New Total Mobility logo added
Page 9	Contact bar updated
Pages 12, 13, 33, and 37	Reference to Minimum font size and correct Māori language use
Pages 17 and 18	Rail line colours and bus route colour palettes added.
Page 33	Updated alert signage templates
Page 46	Metlink business card and stationery updated to new office location

Reference	Description
Page 47	New Metlink Powerpoint visuals
Page 48	Co-Marketing section updated to current guidelines

### January 2024

Reference	Description
Whole document	Brand updates incorporated throughout document

### August 2024

Reference	Description
Page 5	Retired the Solid version of the Metlink logo
Page 14	New secondary colours
Page 13	Addition of new standardised powder coat colour alternative
Page 16	Addition of new Route 4 bus route colour
Page 18	Updated Metlink photo library examples
Page 21-22	Addition of the Metlink On Demand identity guidelines
Page 23-24	Addition of the Metlink Airport Express identity guidelines

# Metlink Rail Wayfinding Signage Suite

## Snapshot of assets

- Approx. 2500 signs across 48 railway stations
- Approx. 140 signs within 35 Park and Ride Areas
- Approx 2300 signs at Rail stations.
- 77 “totem” customer information signs – Cube and Flat panel



# Metlink Rail Wayfinding Signage Suite

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## Purpose & Design Principles

- Standardize signage size, style, and placement of signs around a station precinct
- Priority on station and access information, not local attractions or surrounding area
- All entrances and decision points have wayfinding
- Reduce “colour translation confusion” with limited colour palette
- Icon-based (instead of text-based)
- Minimal necessary icons at each point
- Reduce duplication of arrows (group icons with one arrow)
- Include street names for location awareness

Ticket icon will not be used for ticket offices on wayfinding, with paper train tickets soon to be retired across the network. The information icon will be the substitute to refer to any staffed information desk.

# Metlink Rail Wayfinding Signage Suite

Sign variants (not to scale)

<p><b>Banner</b></p> 	<p><b>Blade</b></p> 	<p><b>Beacon</b></p> 	<p><b>Platform</b></p> 
<p><b>Directional</b></p> 	<p><b>Flat panel top</b></p> 		<p>Buses replacing trains bus stop</p> 
<p><b>Standalone</b></p> 	<p><b>Totem top</b></p> 		

# Metlink Rail Wayfinding Signage Suite

## Hierarchy of icons

1. Mode icons (bus, train, ferry, bus replacing train, stops/platforms) Lime & Pink icons
2. Alternative transport & hospital icons (parking, taxi, hospital\*) Blue icons
3. Station amenity icons (tickets, info, toilets, café, snapper top up) White icons (within station area, not at entrances)
4. Emergency icons (AED, emergency phone) Red icons (on platform or sign nearest the item only)

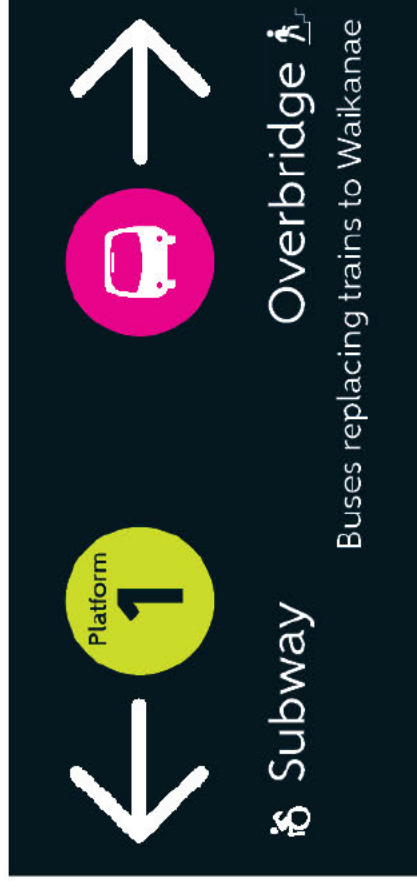
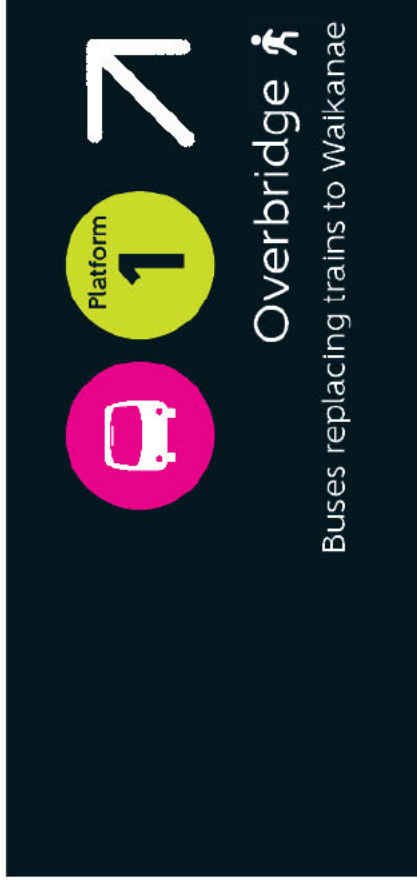


If BRT requires text to differentiate between two stops, position may need to change to accommodate text caption.

# Metlink Rail Wayfinding Signage Suite

## Pedestrian icons

- Pedestrian icons are standalone icons with no circular background, and always accompany text description of the destination (ie- a street or exit).
- Pedestrian icons always face the direction of travel. If the direction of travel is forward (up arrow), default to icons facing right.
- Use standard pedestrian icon when a route is flat or has continuous ramp access (even if grade exceeds latest accessible standards).
- If a pedestrian route has stairs or if the ramp is considered inaccessible, use pedestrian stairs icon on that route, and use wheelchair icon on the alternative accessible route.



# Metlink Rail Wayfinding Signage Suite

## Banners

Large horizontal overhead sections of subways, or on building sides

2000x350; 3000x525;

ACM signage with UV clear coat

Installed with high tack glue or appropriate screw fixings.

2 or 3 grouped sections of icons with one arrow each section

Arrows to be applied to outer edges; For middle section, arrow to be applied on logical edge (eg- right edge if pointing right).

Two rows of text



# Metlink Rail Wayfinding Signage Suite

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## Directional Sign (landscape)

Smaller areas within station precinct at decision points that are not suitable for large banners.

750x350\* These are the same size and layout of flat panel tops.

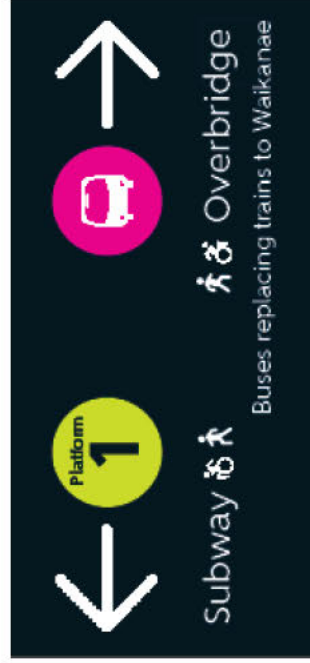
1 or 2 sections of icons with one arrow each section.

Arrows to only be applied at edges.

Two rows of text

ACM signage with UV clear coat

Installed with high tack glue or appropriate screw fixings.



# Metlink Rail Wayfinding Signage Suite

## Blades

Small horizontal icon-only signs for constrained spaces or simple decision points

1500x180

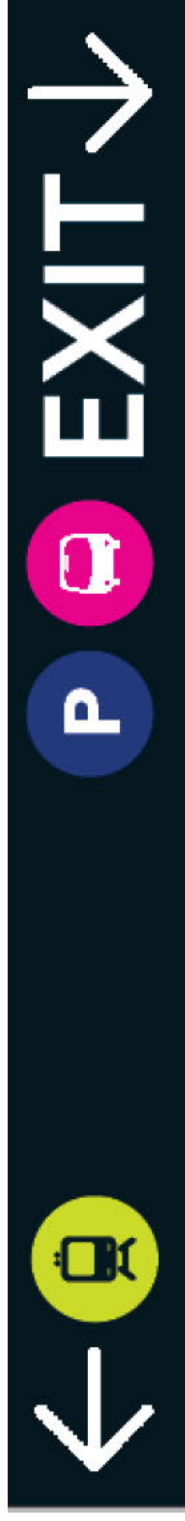
1 or 2 sections of icons with one arrow each section.

Arrows to only be applied at edges.

No rows of text below, but large "EXIT" can be substituted in as necessary by production

ACM signage with UV clear coat

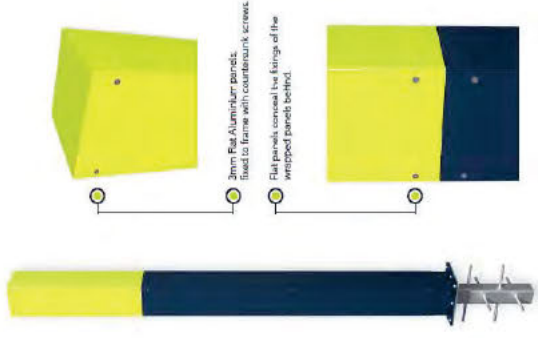
Installed with high tack glue or appropriate screw fixings.



# Metlink Rail Wayfinding Signage Suite

## Beacons

- Vertical posts near pedestrian entrances or in carparks
- Boxed 3mm aluminum
- Painted, decalced, UV clear coat
- 200x200x2700, with 300x300 flange.
- Concrete for footing required.
- Station name aligns to bottom edge of green top section.
- Minimum icons per section to keep icons and arrows at legible height.
- Arrows to be positioned above the icons they refer to.
- In general, only Mode and Alternate Transport icons would be used on beacons
- Installation locations:
  - Pedestrian entrances to Railway stations – within grass areas where possible.



# Metlink Rail Wayfinding Signage Suite

## Portals

Vertical posts with horizontal banner over subway entrances.

Size varies due to placement.

Steel and aluminum construction



# Metlink Rail Wayfinding Signage Suite

## Totems

Already installed.

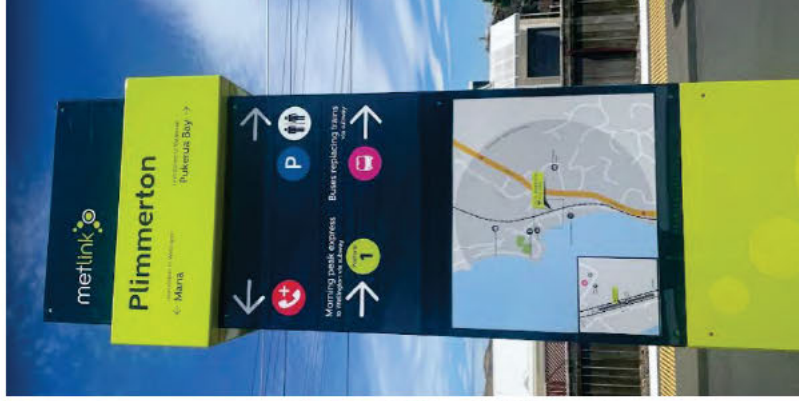
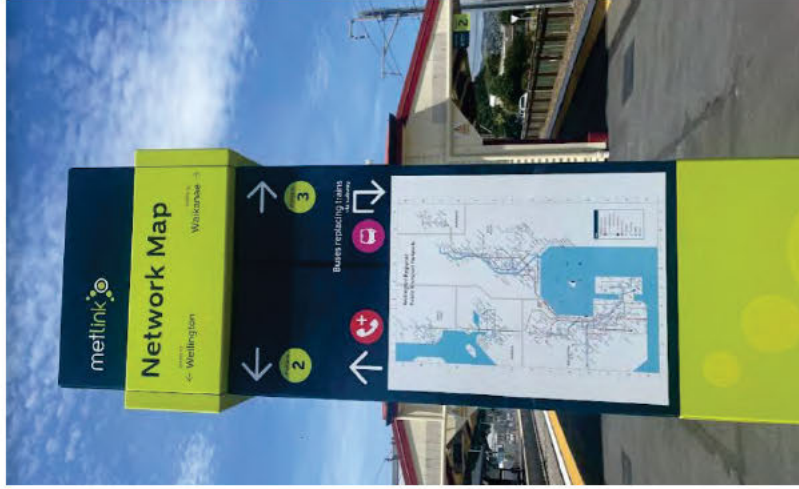
At all train stations except Wellington Station.

Platforms either have a Totem or a Flat Panel.

4 sides:

- Poster panels
- Network map
- Timetable
- My Station Map

Top section of directory has been redesigned to match the new style of wayfinding. (See next page)



# Metlink Rail Wayfinding Signage Suite

## Totem tops

Top section of existing “cube totem” wayfinding pillars replaced with this graphic

800x800

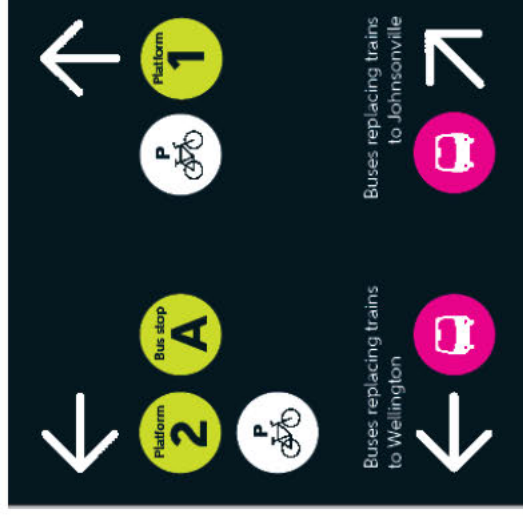
Will cover existing text-based index-style directory on cube totems.

Arrows to only be applied at corners

If more than 4 icons needed per arrow, using multiple sides is the mitigation

All levels of icons should be included on the totem top

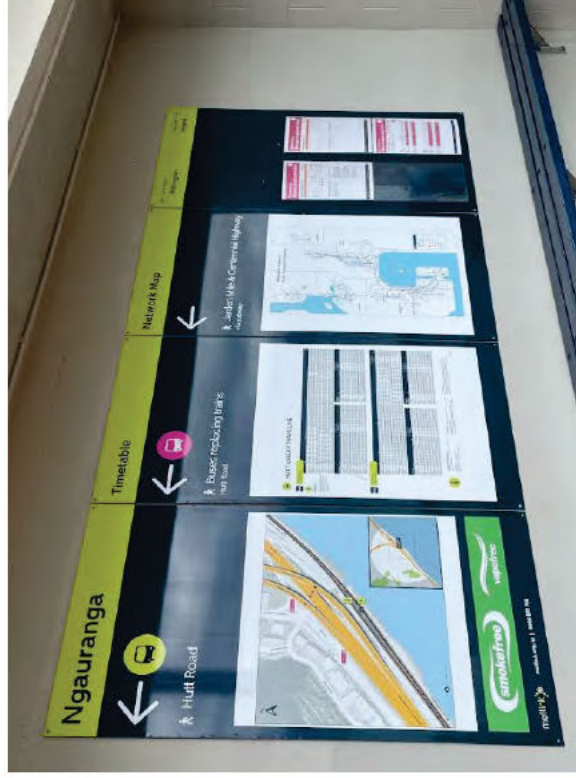
Bottom row with text prioritised for Buses replacing trains stops and street names



# Metlink Rail Wayfinding Signage Suite

Flat panels

4x panels on fluted poles or fitted to wall.



# Metlink Rail Wayfinding Signage Suite

## Flat panel tops

Top section of existing flat panel wayfinding signage

750x350\* This is the same size and layout of the Directional signage

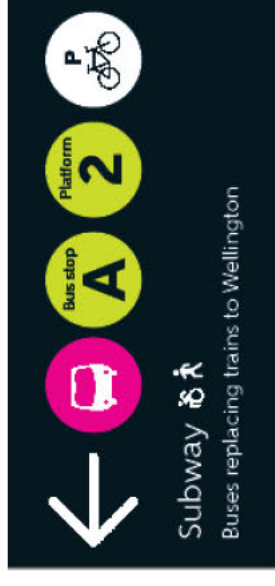
Will cover existing text-based index-style directory on cube totems.

Arrows to only be applied at edges.

Options for single direction per panel or multi-directional.\*

Two rows of text

\*Note, flat panels are usually arranged 4-wide, so consider layout carefully.



# Metlink Rail Wayfinding Signage Suite

## Standalone Station Sign (portrait)

For station entrances or prominent locations, to identify which station the customer is entering. Can be mounted on posts, buildings, fences, walls or pillars.

800x1000 \*Sign body is exact size and layout of Totem top with added 125 header and 75 footer.

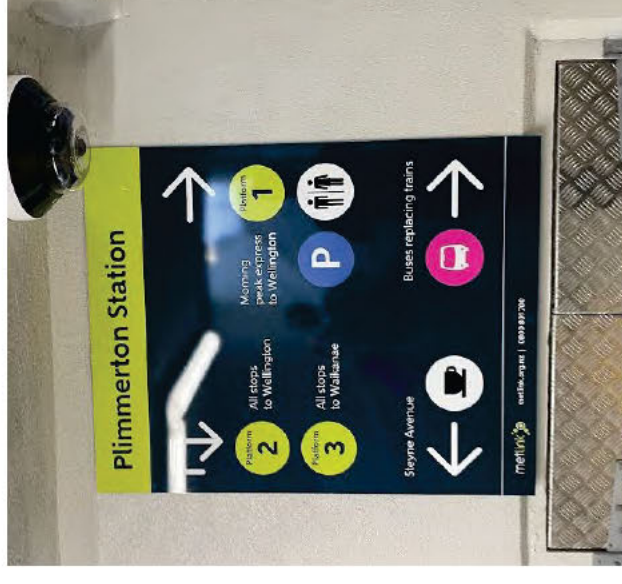
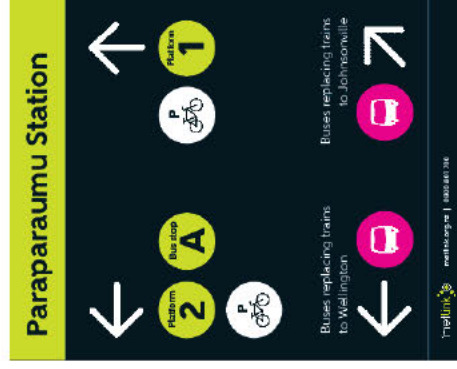
Signage with station name does not necessarily need to be duplicated within the station, where other signage types are appropriate.

Arrows to only be applied at corners

If more than 4 icons needed per arrow, using multiple sides is the mitigation

Amenity icons can be included if logically near the sign placement

Bottom row with text prioritised for Buses replacing trains stops and street names



# Metlink Rail Wayfinding Signage Suite

## Standalone Station Map (portrait)

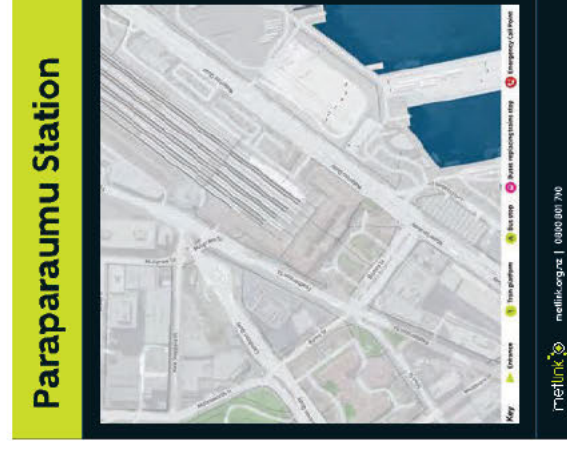
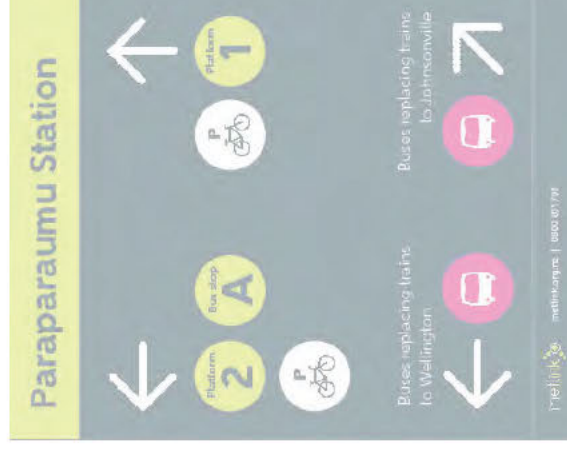
For station entrances or prominent locations, to support Station Standalone Sign or by itself. When paired with a Standalone Sign, the station name area can be solid green with no text. Map should be rendered in logical orientation (not just North-facing by default). Use of “you are here” and stylized satellite map enhance orientation and wayfinding. Can be mounted on posts, buildings, fences, walls or pillars.

800x1000 \*Sign body is exact size and layout of Totem top with added 125 header and 75 footer.

Signage with station name does not necessarily need to be duplicated within the station, where other signage types are appropriate.

Amenity icons included in the Standalone Sign must be included in the map.

**The Station Map serves as the default placement of disruption signage for the station by placing decals over the station map.**



# Metlink Rail Wayfinding Signage Suite

## Platform numbers

Already installed.

In general, platform 1 indicates services toward Wellington.

Aluminum mounted vertical on poles or horizontal under canopies.



# Metlink Rail Wayfinding Signage Suite

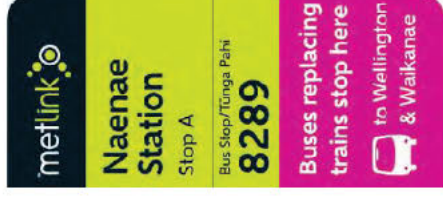
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## Buses replacing trains bus stops

Already installed.

Some buses replacing trains bus stops are dedicated stops, and others also serve regular public bus routes.

Pink section of the sign uses text to indicate destination (direction) of buses replacing trains.

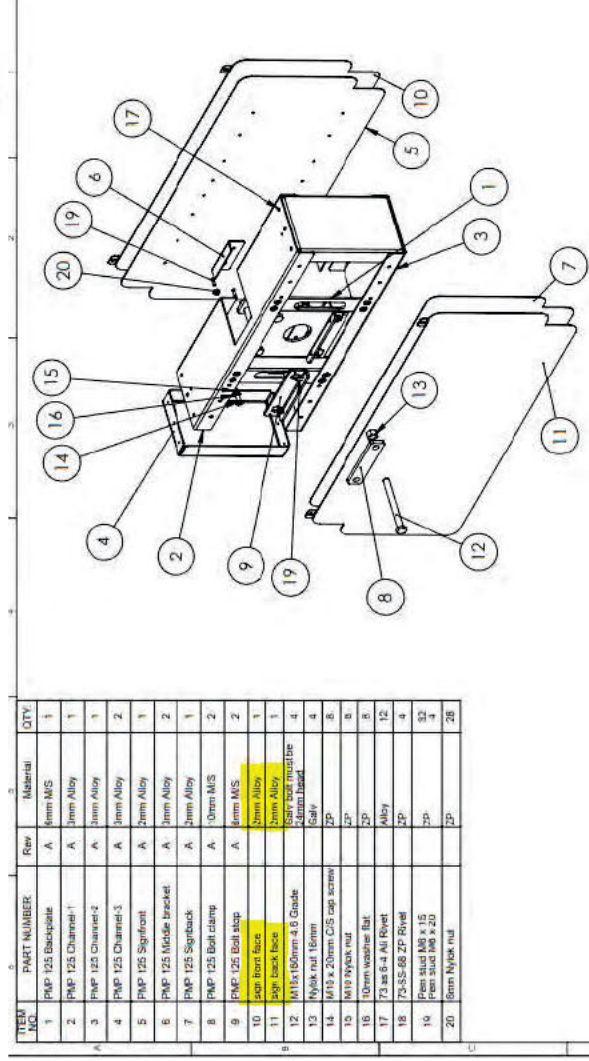
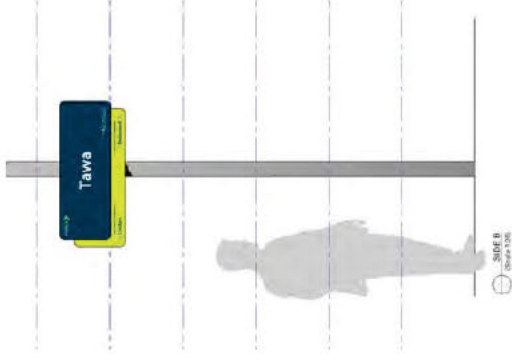
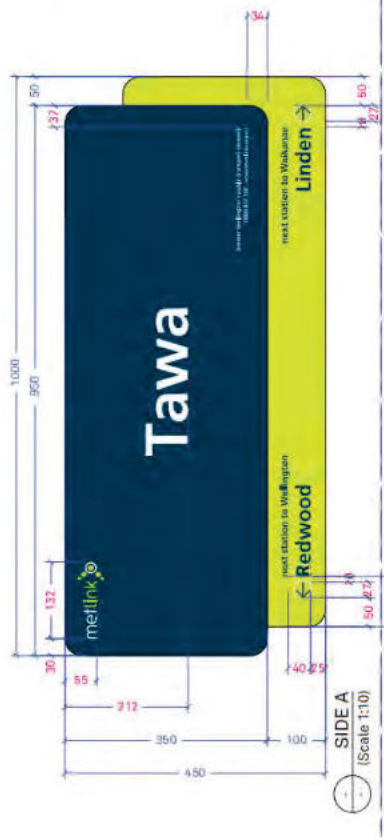


# Metlink Rail Wayfinding Signage Suite

## PMP – Pole Mounted Platform

Already installed – Old Diadem style, some replaced with new Gentleman font over time.

1000mm x 450mm

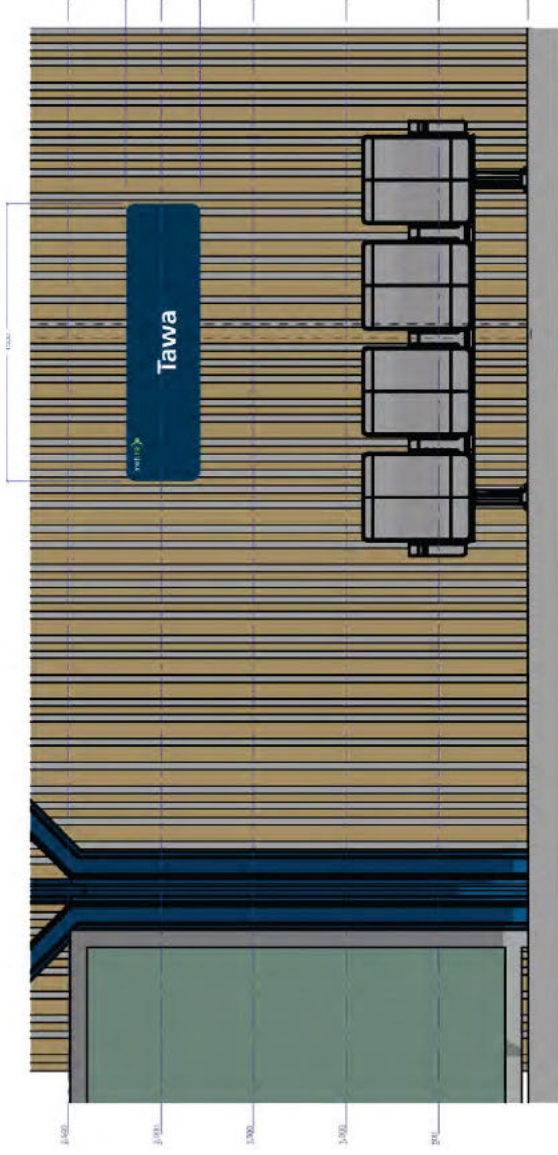
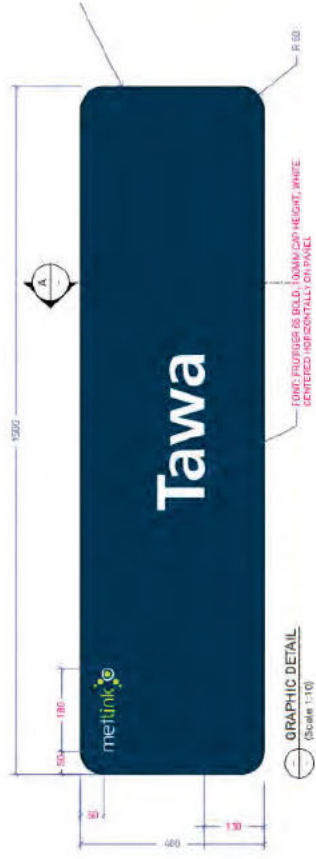


# Metlink Rail Wayfinding Signage Suite

## WMP – Station name only

Already installed. Old Diadem style, some replaced with new Gentleman font and bespoke sizes over time.  
1500mm x 400mm

Aluminum, painted decalcd, UV clear coat.



# Metlink Rail Wayfinding Signage Suite

## Park & Ride Conditions

ACM with UV Clear Coat

Installed on galvanized or white fluted posts within Park and Ride areas

3 types – Entrance sign, standard terms and conditions and full terms and conditions.



# Metlink Rail Wayfinding Signage Suite

## CCTV Signage

270mm x 380mm

ACM with UV clear coat

Usually fixed to light poles

Required under the Privacy Act



# Metlink Rail Wayfinding Signage Suite

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## Waiting Room Large Network Map Banners

Already installed.

Vary in size due to placement.

At some stations with indoor waiting rooms. Due to be updated 2024.

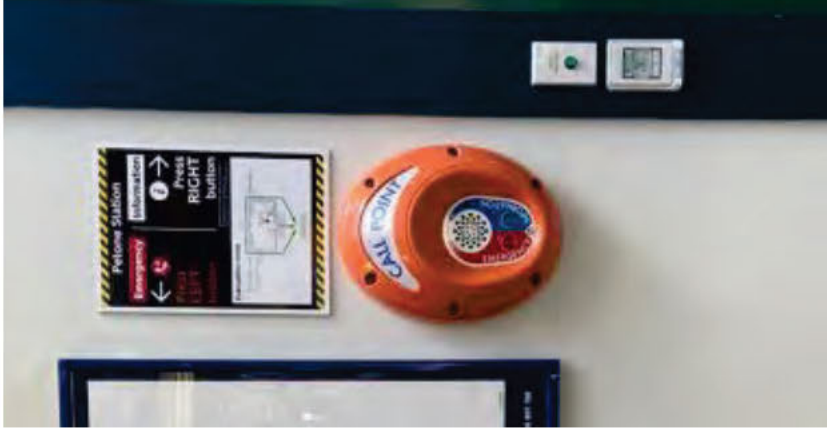


# Metlink Rail Wayfinding Signage Suite

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## Emergency Phone Instructions

A3 size ACM panel installed at stations with Emergency phone inside the waiting room.



# Metlink Rail Wayfinding Signage Suite

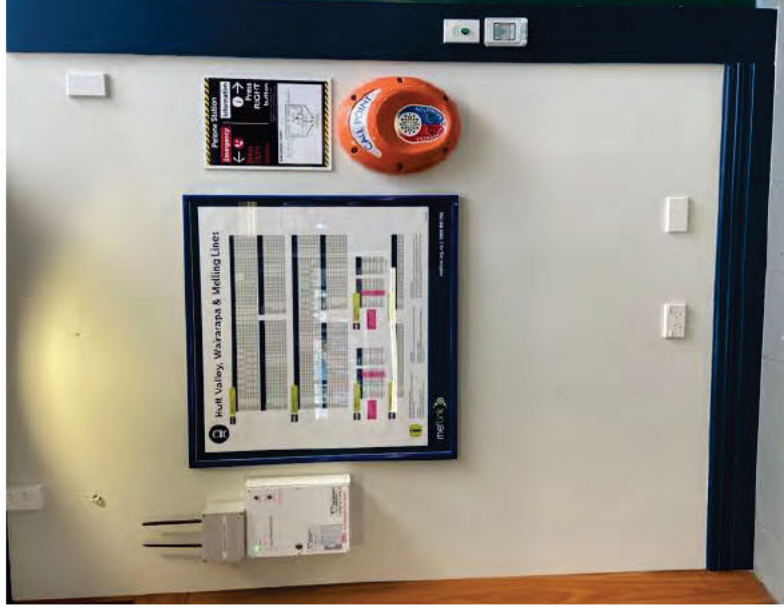
## Poster holders

Already installed.

Some A3, A4 and 880x880 frames placed at stations and inside shelters.

Records of where these are and quantities are not clear.

80x880s currently show timetables, and will be replaced with square station maps.



# Metlink Rail Wayfinding Signage Suite

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## Waiting Room Information Panels & brochure holders

Freestanding and wall-mounted brochure holders. Internal waiting rooms only.

Design being updated and holders replaced over Q1 2024.

A1 and A2 Supporting information panels planned for installation across 2024 at stations with internal waiting rooms, including network map, timetable, station map, fares, etc.



# Metlink Rail Wayfinding Signage Suite

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## Miscellaneous

There is a wide variety of signage at train stations that is bespoke, non-standard or installed ad hoc.

- Old Ticket office signage
- Old-style toilets signage
- Staff area signage
- Posters, decals and placards
- Behavioural “smokefree” and “no skateboarding” etc. signage placed
- “Walk your wheels” signage at some stations with ramps
- “No shopping trolleys”
- “This station is maintained by Service Resources”
- Decals on glass windows of stations and shelters
- Bin wraps
- Ad hoc directional or notice signage – eg “Southbound Trains to Wellington Depart from Platform 1 via the subway” at Paraparaumu.

# Metlink Bus Wayfinding Signage Suite

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# Metlink Bus Wayfinding Signage Suite

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There Metlink Signage portfolio consists of bus stop signage, informational and wayfinding signage and graphic artwork.

- There are approximately 3000 bus stops in the Metlink network
  - 900+ shelters with 300 plus that have some sort of graphics on their windows
- We have several high profile bus stops with a wider array of signage, wayfinding and infrastructure, such as Lambton Interchange (next to the Wellington Station). These premium bus stops have a higher quantity of signage, wayfinding and graphic covered glass.

**We suggest you make yourself aware of the signage at a range of our bus stops to understand the extent of this portfolio.**

# Metlink Bus Wayfinding Signage Suite

Sign variants (not to scale)

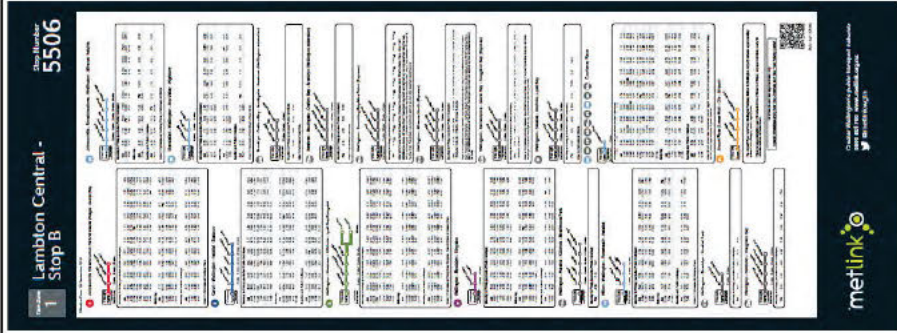
<p><b>Bus Stop Signs</b></p> 	<p><b>Totem Medium</b></p> 	<p><b>Totem Large</b></p> 
---	---	--

Red and White area of sign is an RP5 – and must be completed to MOTSAM standards

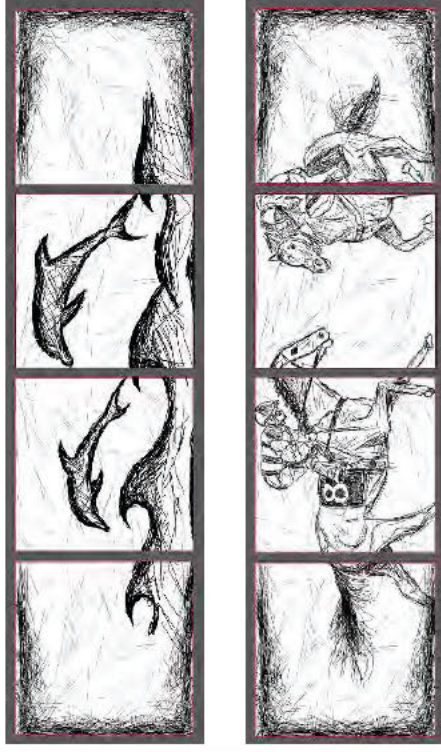
# Metlink Bus Wayfinding Signage Suite

## Timetable Printing

Printed Vinyl  
timetables for our  
main Golden Mile  
and Hub Shelters



## Shelter Laminates



Printed clear Vinyl  
for shelter windows  
Scratch art to hide  
etching

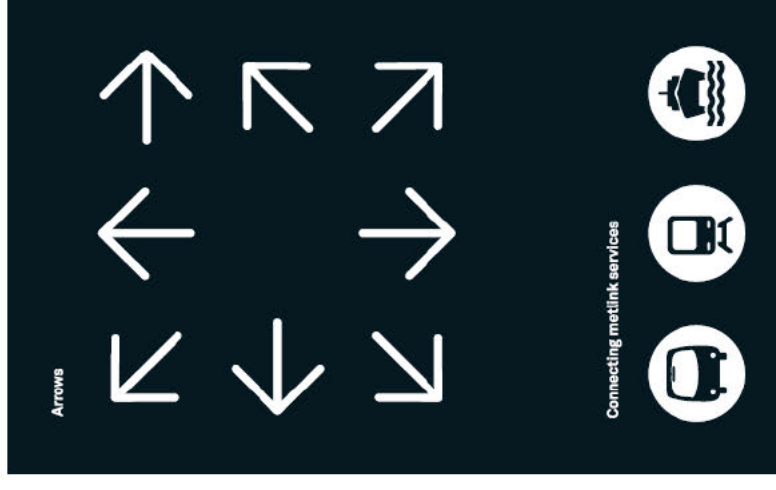


Printed clear Vinyl in colour for  
special artwork in this case  
from a school  
Example of standard shelter  
with stop name headers and  
footers

# Metlink Bus Wayfinding Signage Suite

## Wayfinding icons

- Route numbers are depicted as per their frequency



This is not the complete suite and has changed and adapted with routes added and/or frequency increased

# Metlink Bus stop Signage

There are approximately 3000 stops in the Metlink network

## Bus Stop Combined sign

- This incorporated the Metlink stops sign and the statutory legal RP5 bus stop sign.
- RP5 is as per NZTA standards with reflective properties.

## BRT Signs (Bus Replacing Trains)

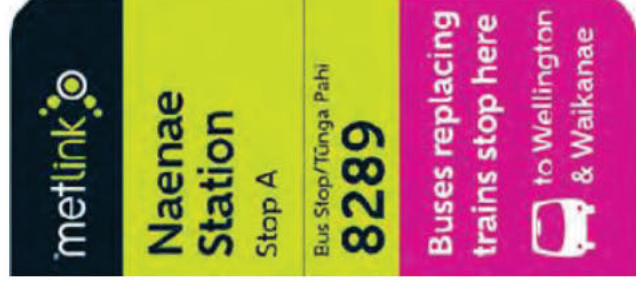
- Bus stop sign with BRT sign

## Timed RP5 Signs

- Generally for school stops and can have both morning and afternoon times

## Signs Specification

- 2mm Aluminum, powder coated, printed and Clear coated.
- Rp5 reflective properties
- T-section bracket to top and bottom



# Metlink Bus Wayfinding Information

Wayfinding information is generally added to our main stops on Totems and/or shelters

There are a variety of different wayfinding formats we work with

The example shown is within the lightboxes at our main Hub Stops

The main elements of this signage is:

- Route bubbles – these give a clear indication of routes that can be accessed from the stop
- Network Map – there are several maps for different areas of the network, can be used independently on totems of standard shelters or in this case as part of a larger wayfinding poster
- Stop location map – used where there are a few stops in close proximity allowing people to move between services – usually at our main bus stop areas such as Lambton Interchange, Kilbirnie and Wellington Hospital

## Size

- 930 x 1620mm



## Kilbirnie

### Bus Stop / Tūnga Pahi 7026

**Kilbirnie connecting services**

**Stop A / 6224**

- 1 Wellington City
- 2 Tūnga Bay / Rongotai
- 3 Wellington International Airport
- 4 St Albans Park
- 5 Mt Pleasant / Hayside
- 6 St Albans Park
- 7 Mt Pleasant
- 8 Tūnga Bay

**Stop B / 7024**

- 1 Parcel
- 2 Parcel
- 3 Lower Hub
- 4 Johnsonville
- 5 Wellington Station
- 6 Wellington Station

**Stop C / 7026**

- 1 Wellington Station
- 2 Courtenay Place
- 3 Parcel

**Wellington City Public Transport Network**

**Wellington City Public Transport Network**

For information  
[metlink.org.nz](http://metlink.org.nz)  
 or call 0800 901 700

# Metlink Bus Totems

Already installed.

We have 3 different sizes of totems on our network

## Large

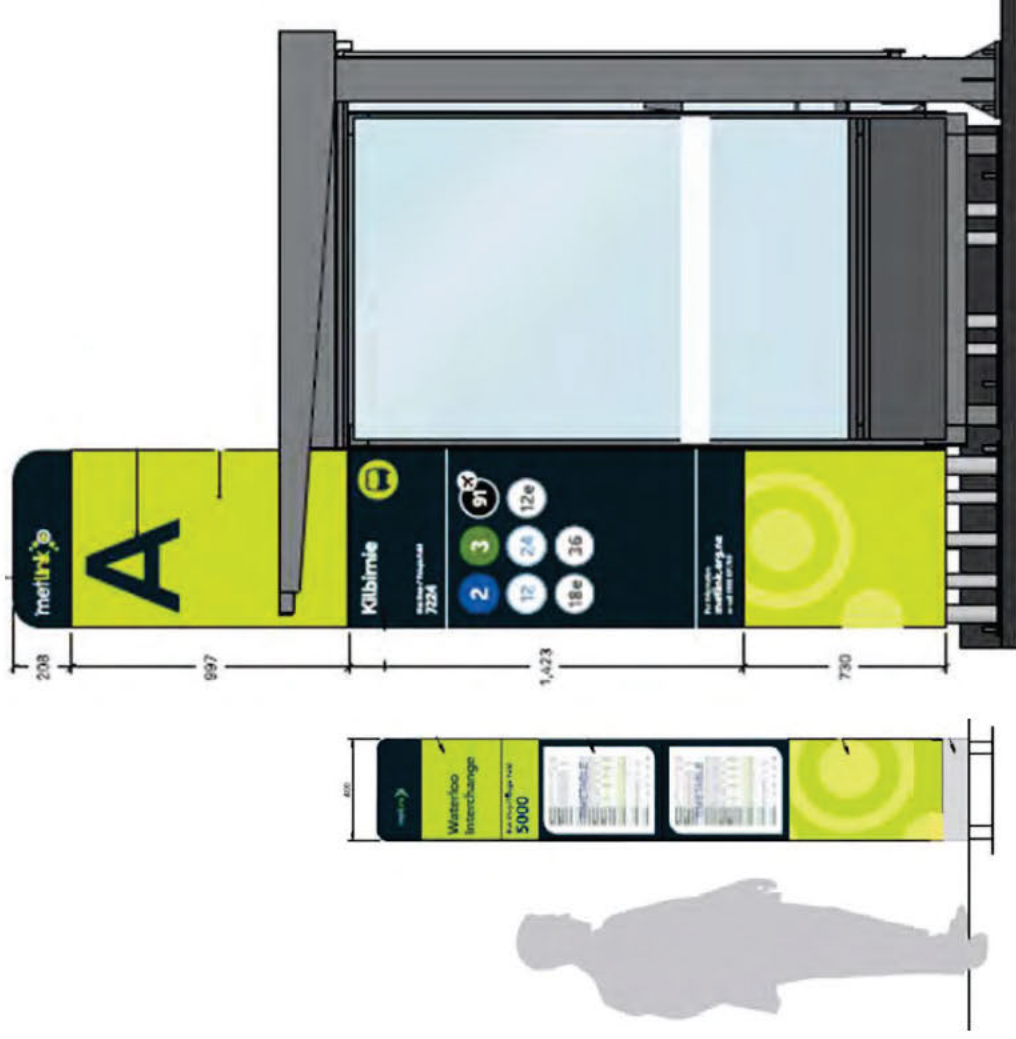
- stand alone or integrated into shelter
- Interchange or Hub stops

## Medium

- Stand Alone
- Bus stops along golden mile and main stops in town centres

## Small

- Stand alone
- Not used anymore

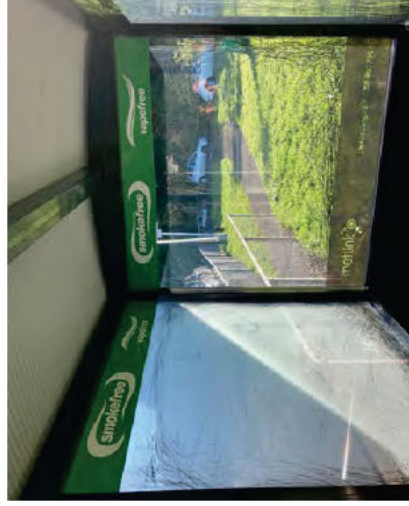


# Metlink Shelter Laminates

All new shelter have a window film installed on them

This includes the stop name, and Metlink and contact number

- The film is used to protect the glass
- the artwork is mostly used to hide minor element of etching (Dolphin artwork is an example)
- Standard shelter with 6 glazed windows (1120x1145mm)
- Example of Smoke/vape free signage internally on shelters
- Unique artwork – sometimes we work with Artist and schools to create artwork for shelters - as per below



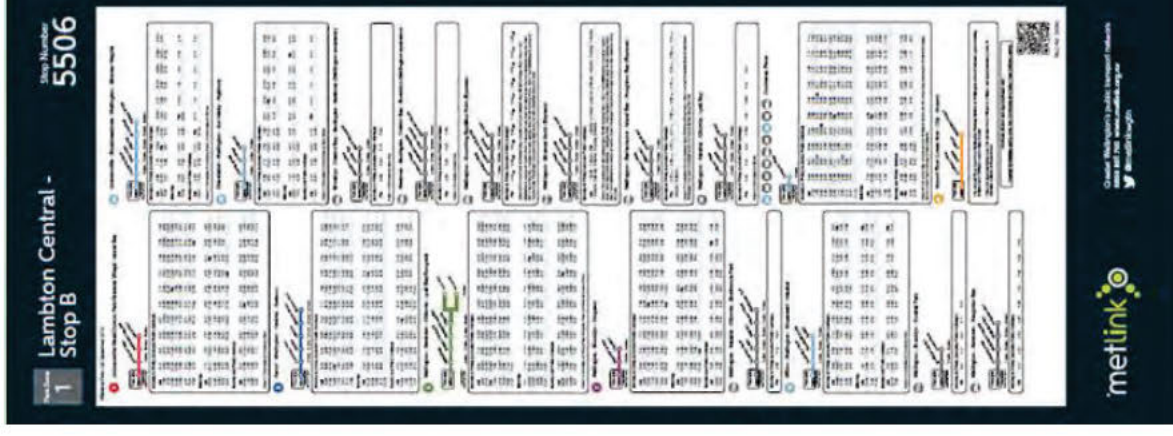
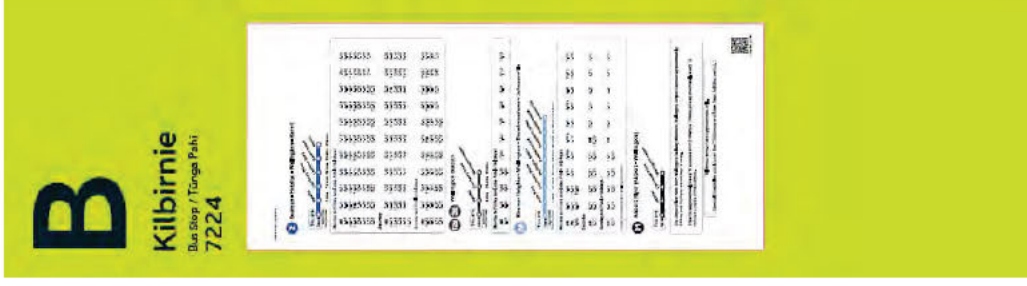
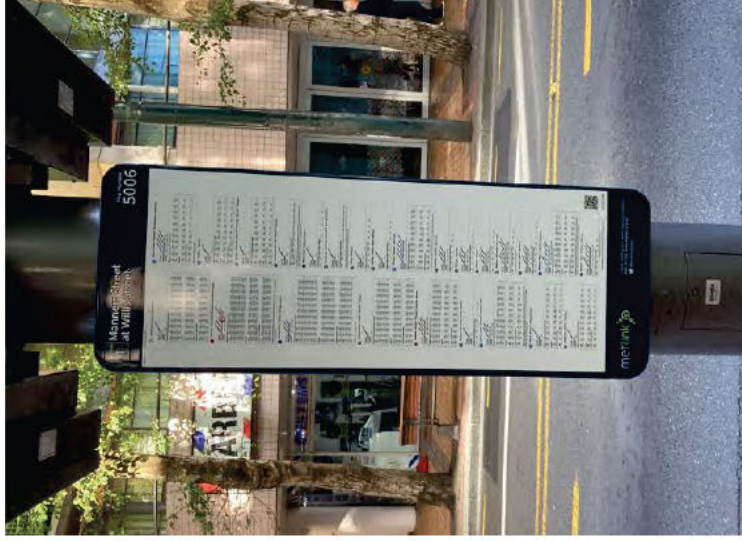
# Metlink timetables

## Timetable Printing

- Vinyl printed
- Used on Hub shelters, totems and Golden Mile timetable holders
- Example over shows the whole sign -the timetable print required is the white background area – sizes differ dependent on bus stop/number of services

## Size – Stop 5006

- 980 x 400mm



# Metlink Posters

## Posters Printing

- Vinyl printed and installed onto Bus Shelter
- A range of sizes used A3- A0

### After midnight buses

Saturday and Sunday mornings, but not on public holidays except 1 January.

For more information and to book on these routes, see metlink.org.nz or the Metlink app.

**After midnight bus fares**  
Zone 1-3 \$7.00  
Zone 4+ \$14.00

**N1**  
Mairangi Bay  
Houghton Bay  
Lyell Bay  
Departs Mairangi Street  
1.00am 2.00am 3.00am

**N2**  
Mairangi  
Strathmore Park  
Sutton  
Departs Mairangi Street  
1.00am 2.00am 3.00am

**N3**  
Kedara  
Kawa  
Northland  
Departs Courtenay Place  
1.00am 2.00am 3.00am

**N4**  
Makarewa  
Ngaho  
Awharua  
Departs Courtenay Place  
1.00am 2.00am 3.00am

**N5**  
Meadlands  
Cheriton Park  
Jobraemville  
Departs Courtenay Place  
1.00am 2.00am 3.00am

**N6**  
Whitby  
Pirrama  
Departs Courtenay Place  
1.00am 2.00am 3.00am

**N22**  
Tawa  
Whitby  
Pirrama  
Departs Courtenay Place  
1.00am 2.00am 3.00am

**N65**  
Lower Hutt  
Wairarapa  
Wairarapa  
Departs Courtenay Place  
12.00am 1.30am 3.15am

**N88**  
Lower Hutt  
Eastbourne  
Departs Courtenay Place  
12.30am 2.00am 3.30am

metlink.org.nz | 0800 801 700

## New Bus Route 4

### Starting 28 January 2024

Metlink is introducing a new high frequency bus route 4 between Strathmore Park and Wilton/Mairangi Road. The route will replace route 12 and increase services for route 22 users.

Check our updated timetables to help you plan ahead.

metlink.org.nz/planahead | 0800 801 700 **PLAN AHEAD** metlink



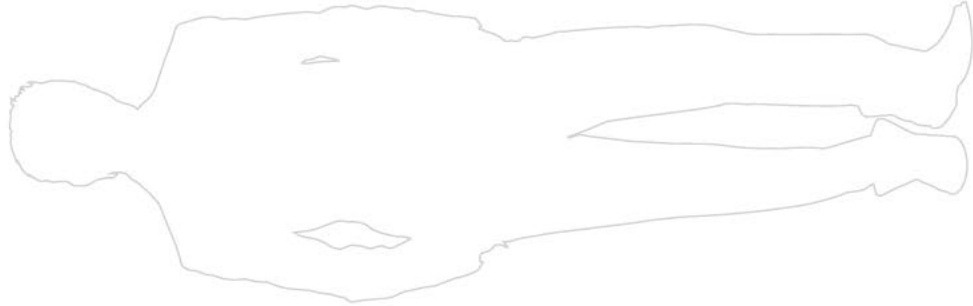
# **PARKS SIGNAGE**

s7(2)(a)



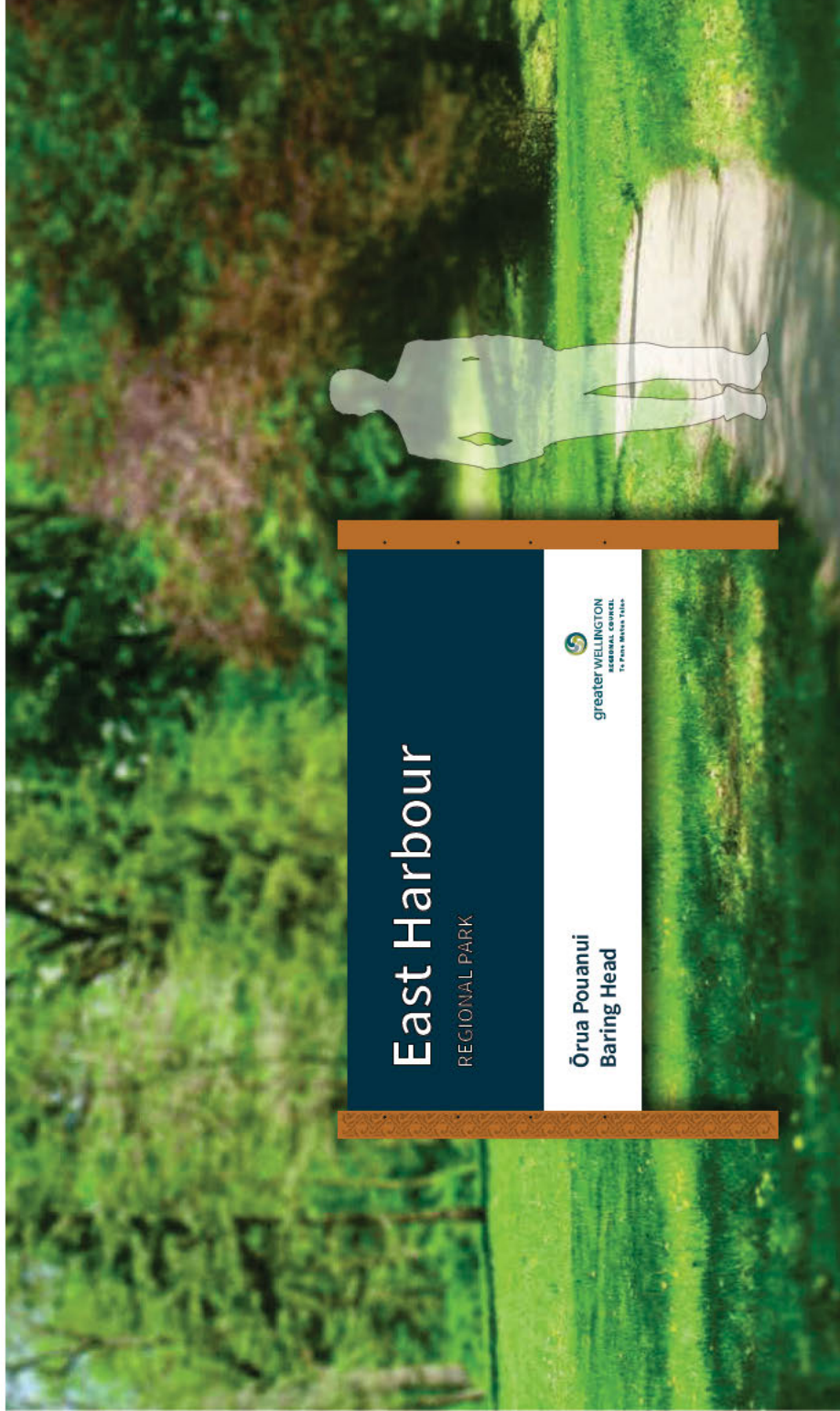
s7(2)(a)

ARRIVAL STREET  
100kmph



# ARRIVAL STREET

## 100kmph



## East Harbour

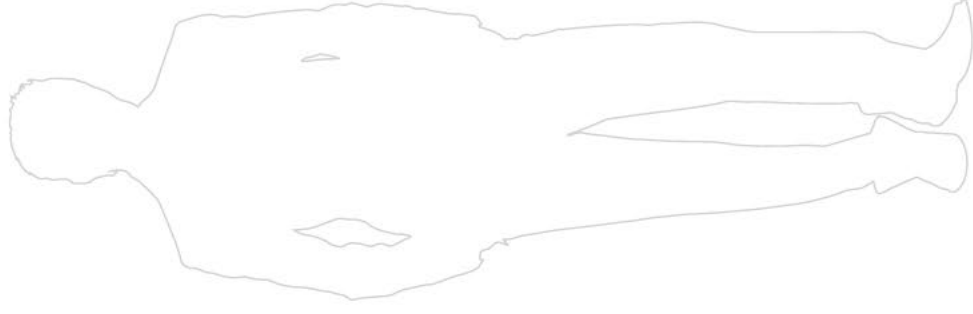
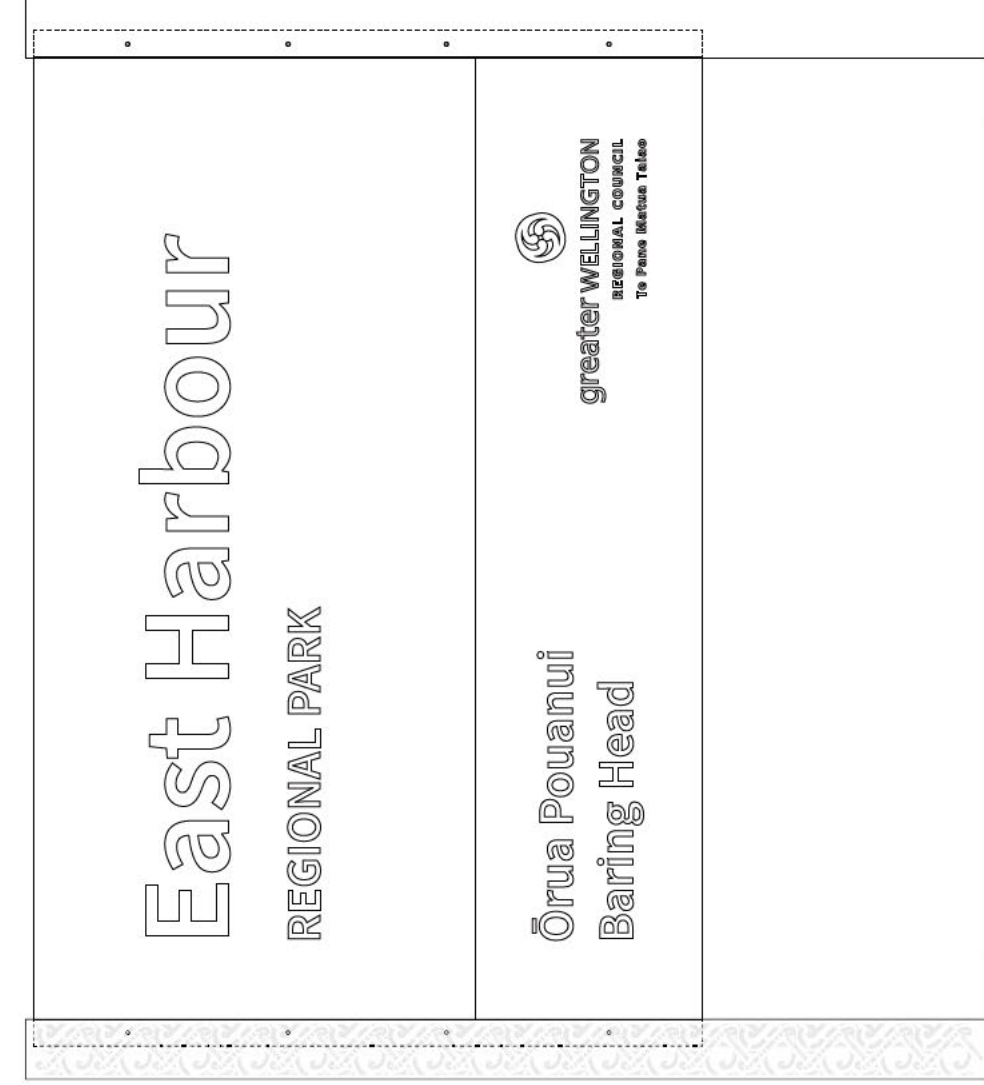
REGIONAL PARK

Ōrua Pouanui  
Baring Head

 greater WELLINGTON  
REGIONAL COUNCIL  
Te Pahi Māori Te Whānau

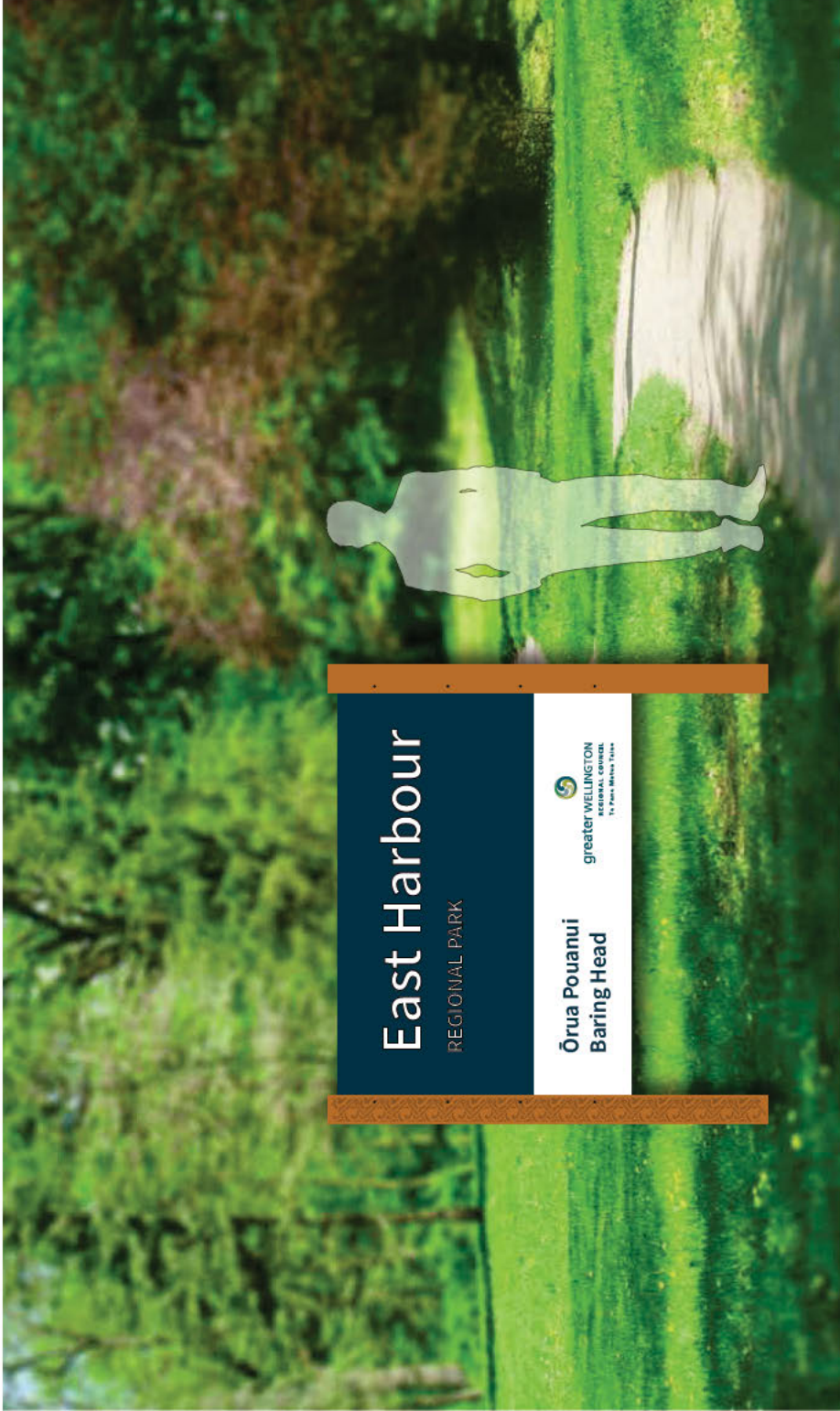
s7(2)(a)

ARRIVAL STREET  
50kmph



# ARRIVAL STREET

50kmph



## East Harbour

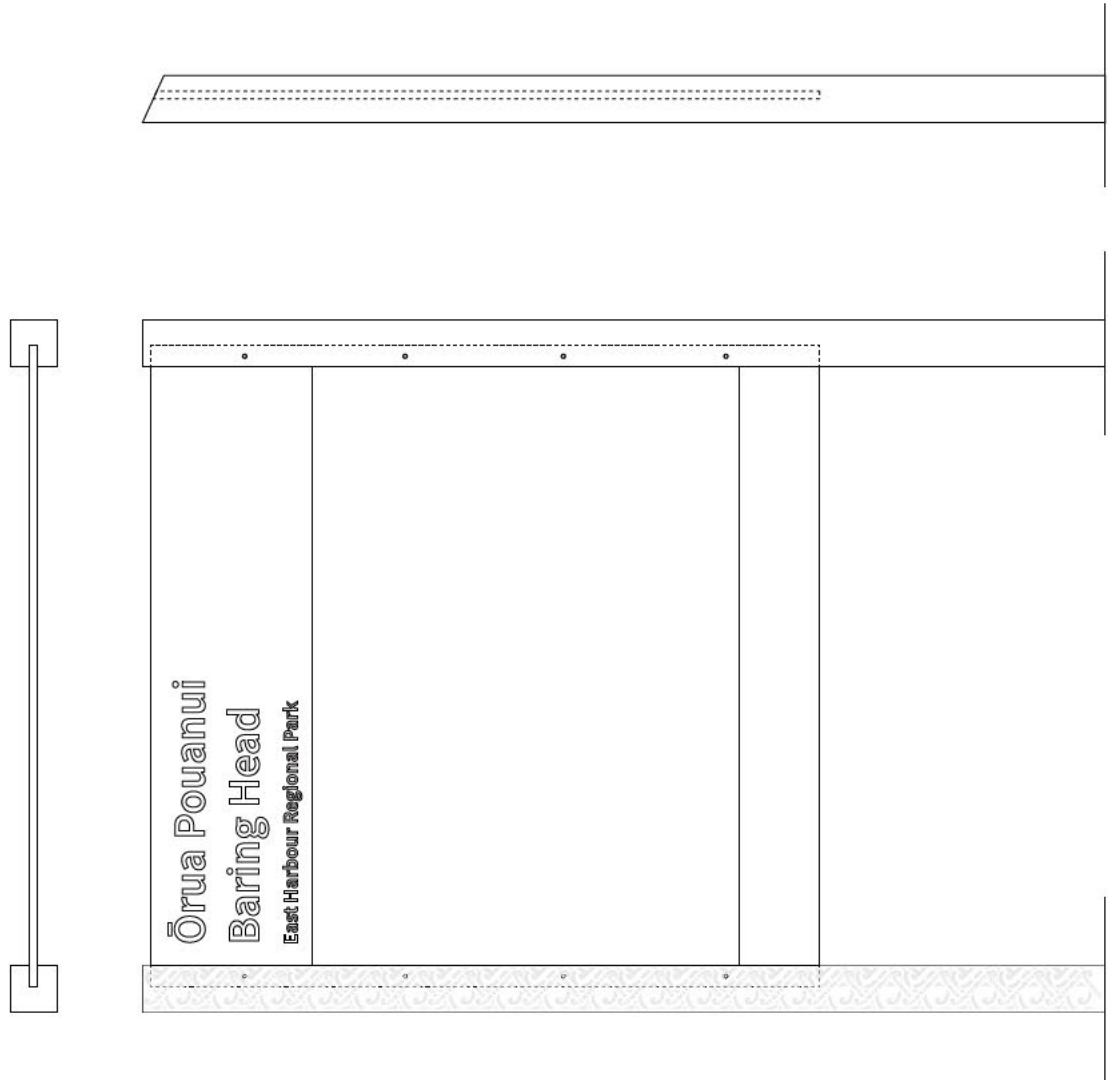
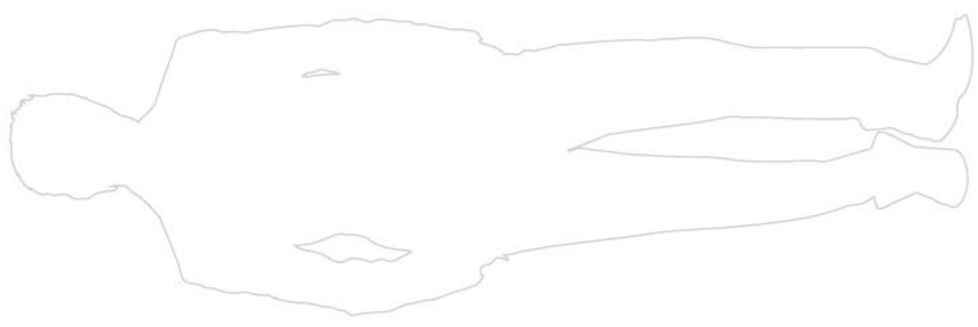
REGIONAL PARK

Ōrua Pouanui  
Baring Head



greater WELLINGTON  
By Air, By Sea, By Land

**INSIDE ENTRY  
INFO SIGN**



**s7(2)(a)**



# s 7(2)(a)

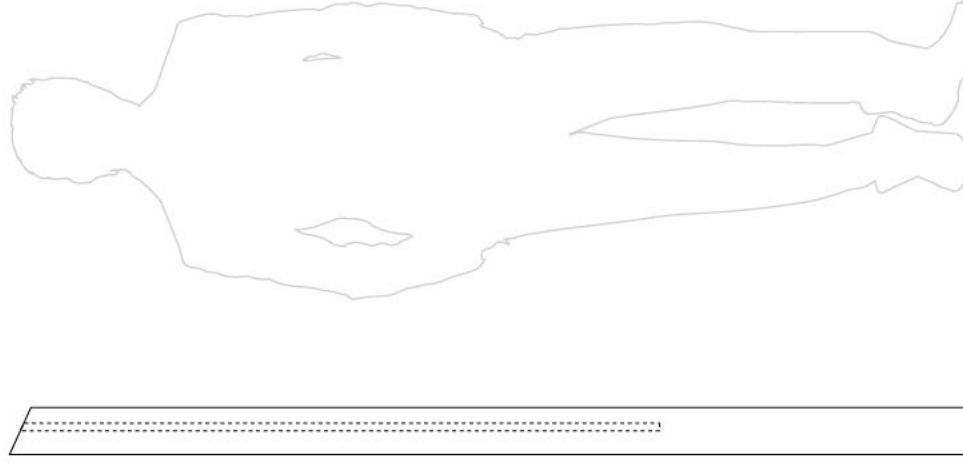
## REGULATORY CODES



**Kia Ora  
Welcome**  
East Harbour Regional Park

**This is a  
working farm**

- No dogs
- No vehicles or trail bikes
- No firearms
- Use gates or stiles  
Leave gates as you find them
- Avoid stock, buildings and farm equipment
- Use designated track

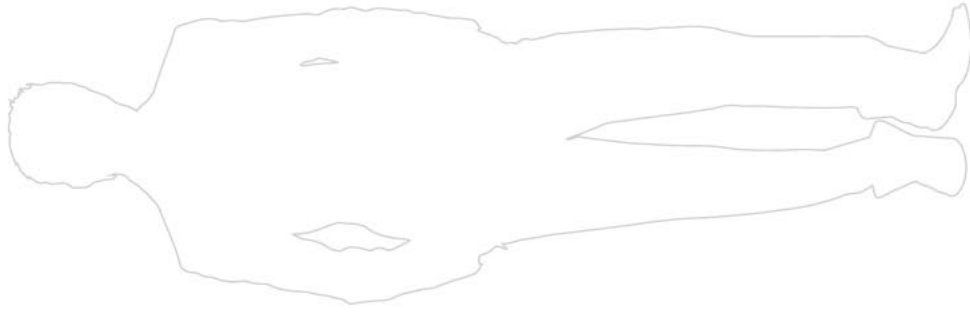
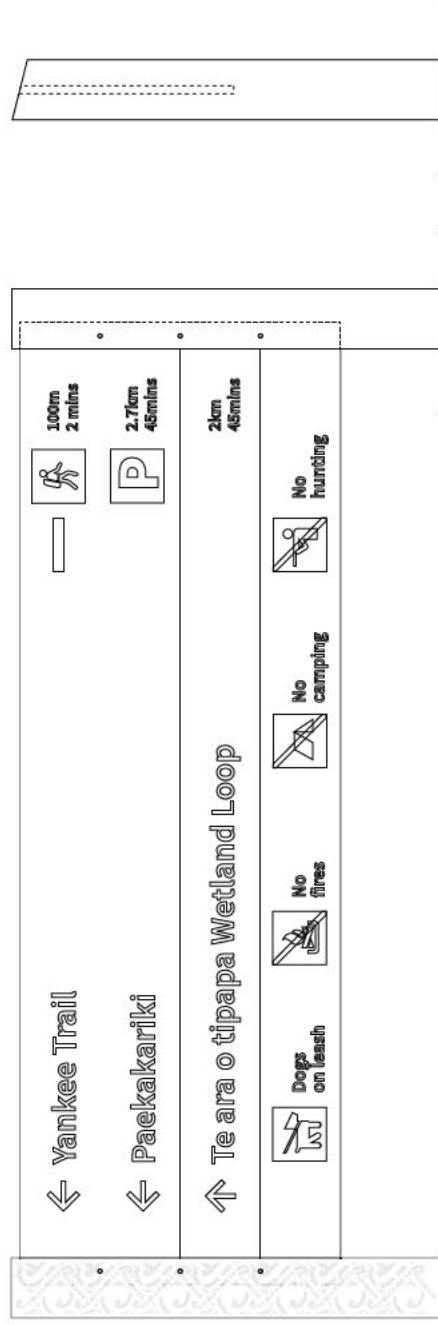
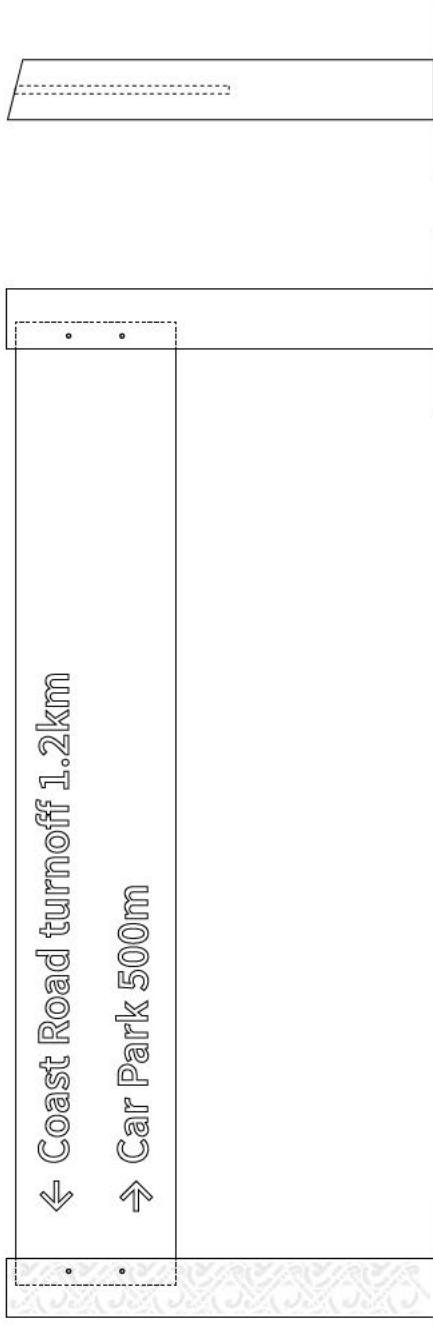


# REGULATORY CODES



# s7(2)(a)

## DIRECTIONAL VEHICLES

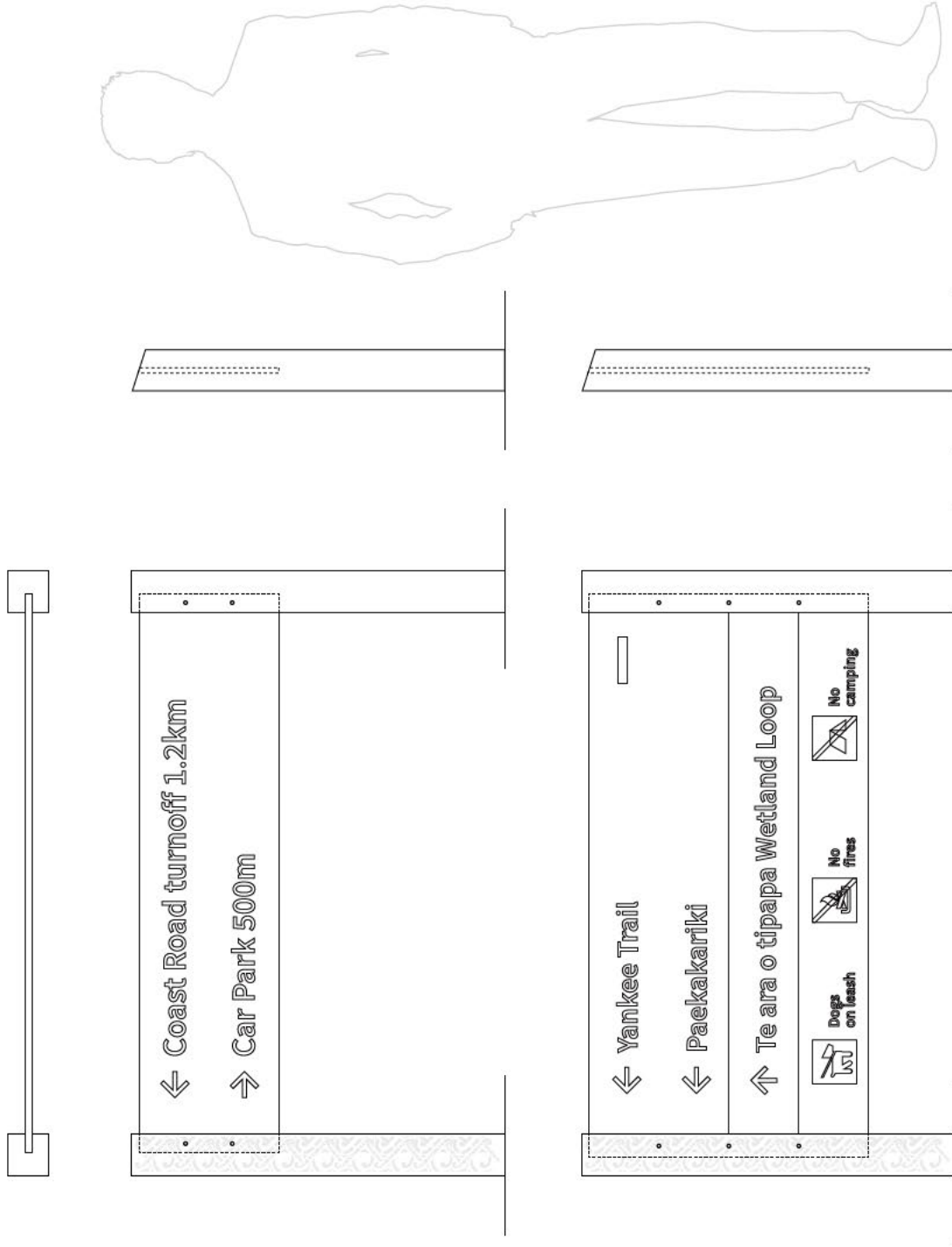


# DIRECTIONAL VEHICLES



# s 7 (2) (a)

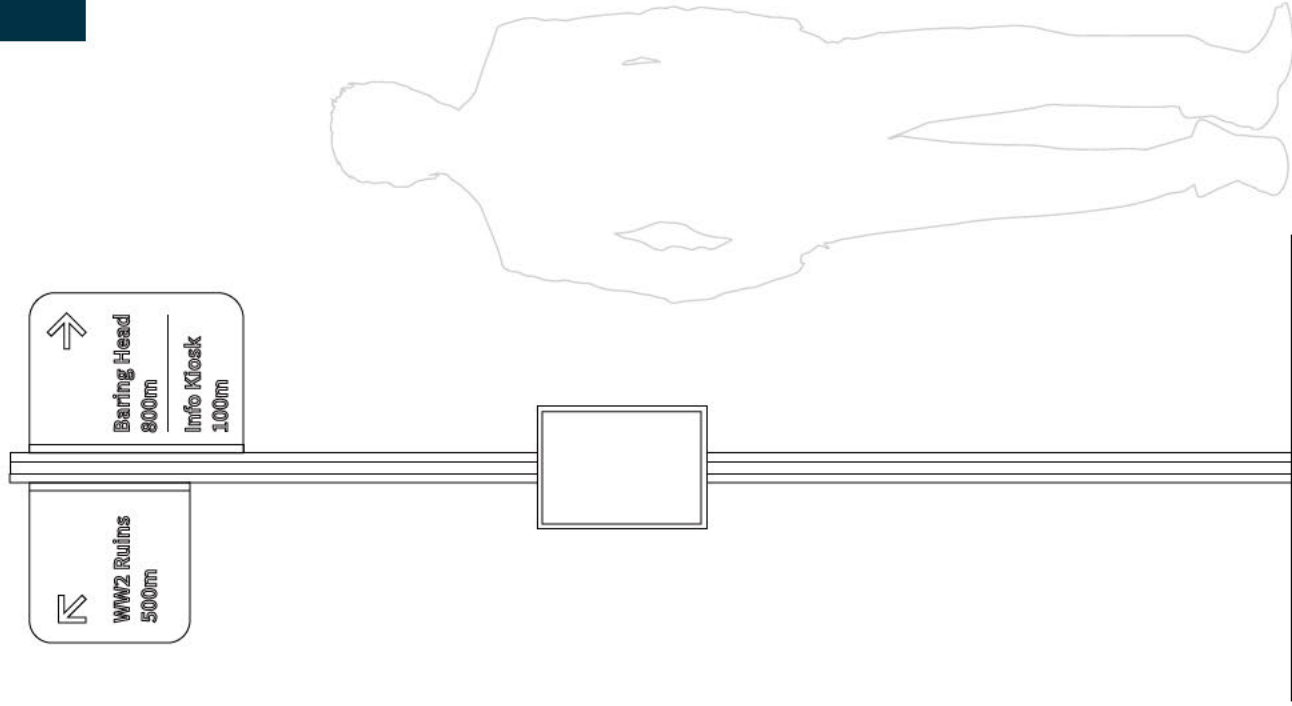
## DIRECTIONAL PEDESTRIANS



# DIRECTIONAL PEDESTRIANS

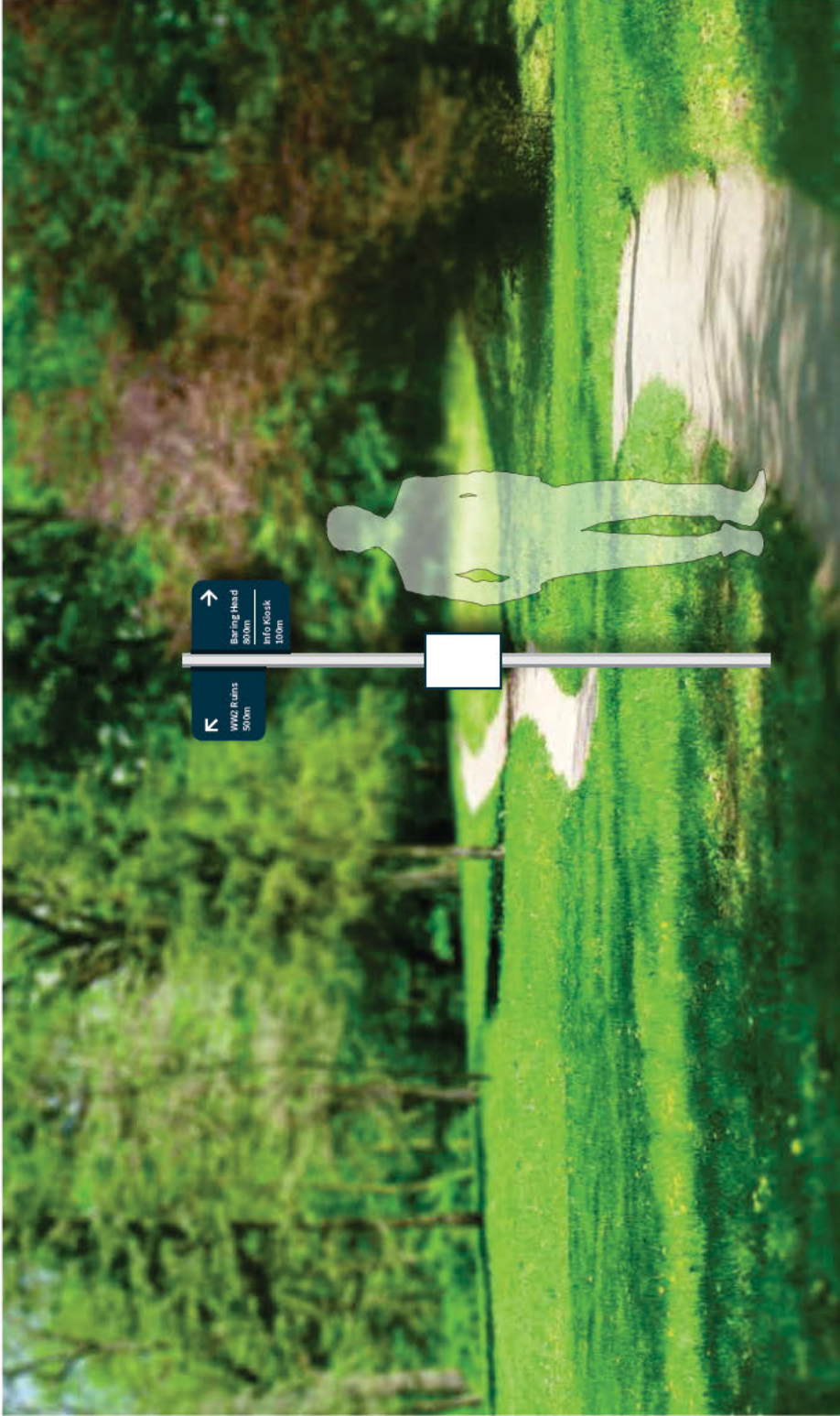


# DIRECTIONAL POSTS

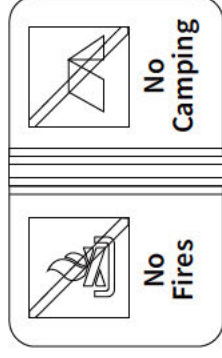
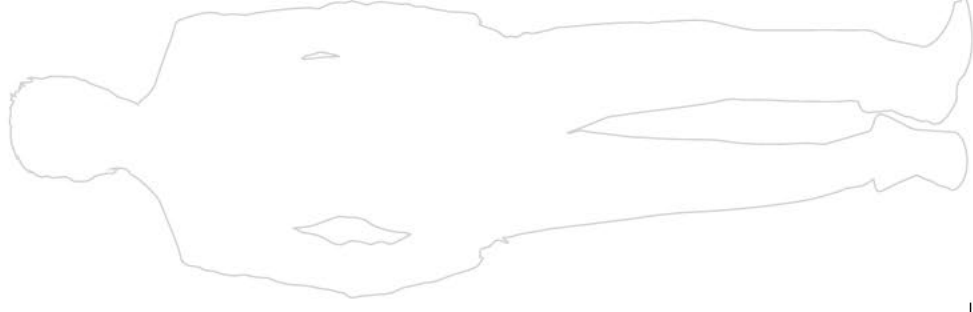


s7(2)(a)

# DIRECTIONAL POSTS



# ENTRANCE SIGNS



**s7(2)(a)**

# ENTRANCE SIGNS



s7(2)(a)

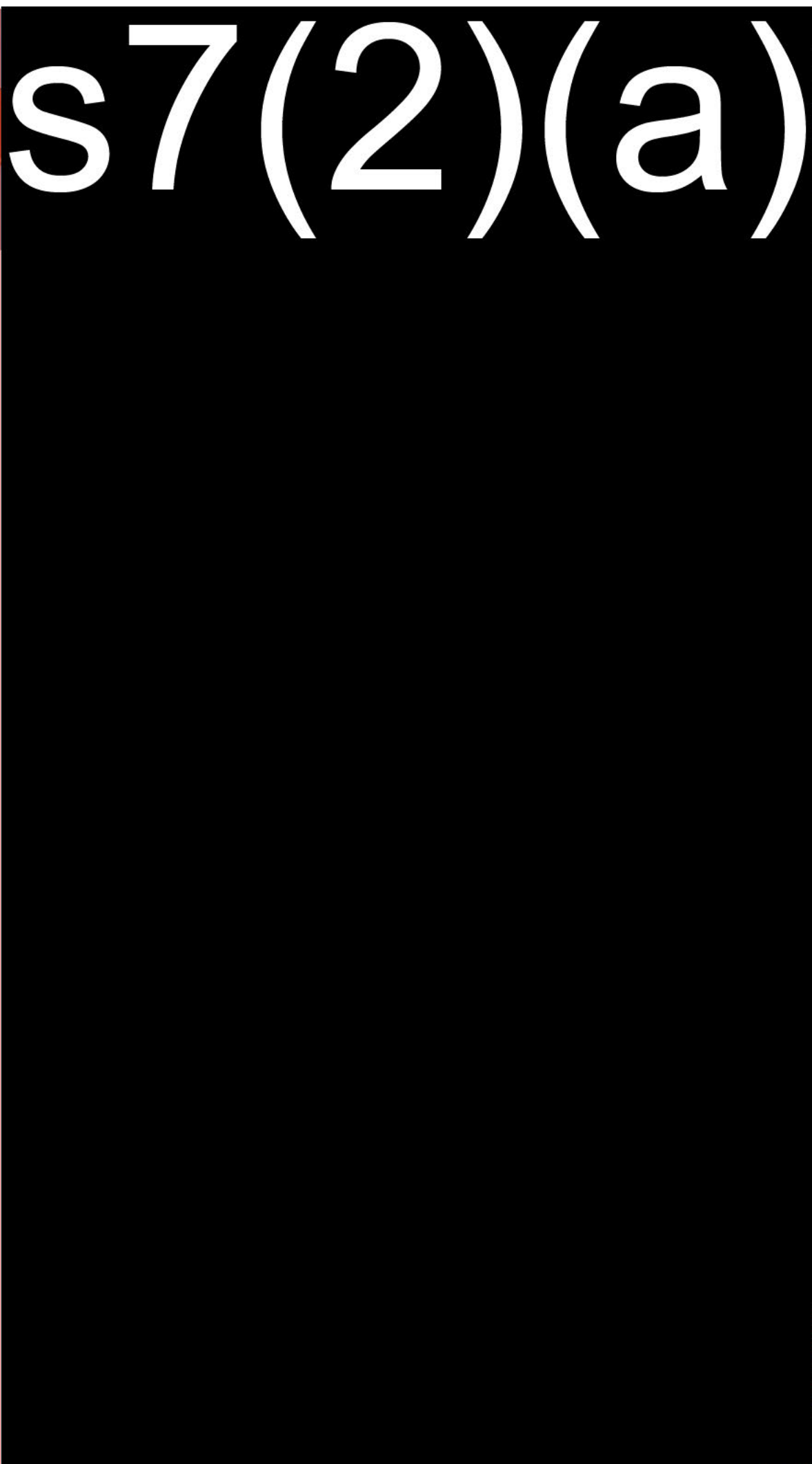
## FACILITIES SIGNS





## Harbour Signage

s7(2)(a)



s7(2)(a)

## Schedule 5 Standard Operating Procedures (SOPs)

The Parties will develop and agree a SOP/SOPs within 1-year of the Commencement Date. The SOP/SOPs will contain:

- Performance reporting, metrics, and strike out process that may be related to clause 22.
  - o Performance reporting to include objective reporting to maintain continuity of performance reporting for the duration of the Contract term.
- A process for engaging the Contractor for Work Orders.

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive name.