

Wellington City Council has received a number of queries regarding the campaign billboard of Mayoral candidate Paul Eagle. Requests included:

- Any communications to or from WCC's election officer by council staff or council members since 26 June 2022 concerning electoral signage.
- All documentation that the Wellington City Council has provided to the firm trading as electionz.com to ensure it is aware of the rules regarding local body elections
- Details of all policies related to how the Wellington City Council may interact or correspond with the Electoral Officer
- Correspondence between Paul Eagle or his representatives and WCC or electionz.com
- Correspondence between Justin Lester and/or Nick Leggett and the Wellington City Council or electionz.com regarding the use of commercial billboards prior to the formal election hoarding period in the 2019 or 2016 elections
- Any reviews of the of the administration of the 2019 or 2016 Wellington City Council elections
- The contract between WCC and electionz.com

[Electionz.com](https://www.electionz.com) is the election management services company used by WCC. There is no policy on the interaction between WCC and the Electoral Officer, however Section 14 (1) of the Local Electoral Act states that "An electoral officer, deputy electoral officer, or other electoral official is not subject to the directions of any local authority, local board, or community board in the exercise of powers or the carrying out of duties under this Act or regulations made under this Act." A copy of the contract between Electionz.com and WCC is available below (item 6).

WCC received several complaints and queries through social media, mainly Twitter, on 27 June regarding mayoral candidate campaign billboards. These are publicly available online and examples are included in some of the emails below.

The Electoral Officer is Warwick Lampp and Jennifer Parker is the Deputy Electoral Officer. Mr Lampp contacted Mr Eagle on 27 June advising that the candidate handbook and election hoarding policy both outline signs can only go up from 27 August.

On 28 June Mr Lampp was sent a letter from Mr Eagle's representation, as well as a follow up on 30 June. Mr Lampp responded on 01 July.

Below are the documents and our decision to release them. Redactions have been made of cell phone numbers for privacy reasons.

There are no complaints held by WCC regarding 2016 and 2019 elections relating to billboards or signage. No correspondence is held between Justin Lester and/or Nick Leggett and the Wellington City Council or electionz.com regarding the use of commercial billboards prior to the formal election hoarding period in the 2019 or 2016 elections.

The document *Lessons Learnt and Feedback from the 2019 Election* includes a review of electionz.com processes and performance. The document references a review from Deloitte, which was in relation to vote processing and business practices around vote processing. As this was a review of administration, it has not been included. As part of the review, staff provided feedback, which has been withheld under section 7(2)(c) of the Act.

The WCC policy on election hoardings has been in place for over 15 years. WCC also provides guidelines for hoardings for central and Government elections. The election guidance is available on our website [Plans, policies and bylaws - Election hoardings guidelines - Wellington City Council](#) as is the candidate handbook, which includes election conduct, [Elections - Candidate handbook - Wellington City Council](#).

Item	Document name/description	Decision
1.	Email from Electoral Officer to Paul Eagle	Release
2.	Email from Electoral Officer to Paul Eagle	Release
3.	Emails between Electoral Officer, Deputy Electoral Officer, and Media Manager	Parts withheld under section 7(2)(f) of the Act
4.	Emails between Electoral Officer and WCC discussing response to letter	Parts withheld under section 7(2)(f) of the Act
5.	Emails between Electoral Officer to law firm acting for Paul Eagle	Release
6.	Contract between WCC and Electionz.com Ltd	Parts withheld under section 7(2)(h) of the Act
7.	Emails forwarding complaints to Electoral Officer	Release
8.	Email from Deputy Electoral Officer to Electoral Officer providing guidelines	Release
9.	Internal emails regarding sign at Embassy as well as forwarding to Electoral Officer	Parts withheld under section 7(2)(g) & 7(2)(f) of the Act
10.	Emails regarding draft candidate handbook	Parts withheld as out of scope
11.	Emails sending billboard photos to Electoral Officer	Release
12.	Internal emails discussing media responses	Release
13.	Review of previous election	Parts withheld under section 7(2)(c) of the Act

Wellington City Council Policy on election hoardings

The Wellington City Council has historically approved the following conditions for election hoardings, including some minor technical corrections. Some of these conditions may have been superseded by higher level documents such as legislation outlined in these Guidelines for Temporary Signs in Public Places.

- (a) The hoardings must be soundly constructed, not exceed 3 square metres, and be securely fixed and braced in place clear of mown areas.
- (b) Road signs or street nameplates must not be obscured.
- (c) Hoardings must be sited so as not to distract or obstruct driver or pedestrian visibility.
- (d) Signs must not be placed closer than 6 metres from an intersection and must be placed at a greater distance if visibility for pedestrians or drivers is obscured.
- (e) Unless otherwise stated signs may not be placed closer than 1.5m from the edge of the carriageway and must be clear of all pedestrian routes and accessways.
- (f) Any signs erected on private property must be kept within the confines of the property.
- (g) Signs and hoardings must not be erected earlier than six (6) weeks prior to the election day and must be removed from all sites the day prior to the election.
- (h) Should any sign or hoarding suffer damage it must be repaired immediately or removed from the site.

Please note

It is an offence against the Bylaw to place posters on any Council ornament, statue, structure, building, or facility in a public place without the Council's prior approval.

From: [Warwick Lampp](#)
To: [REDACTED]
Cc: [Jennifer Parker](#)
Subject: election signs
Date: Monday, 27 June 2022 4:19:32 pm

Hi Paul

Thanks for the call.

I confirm as per the candidate handbook and council's elections hoardings policy that election signs on both private and public property can only go up from Friday 27 August, so please remove all electronic billboards until then.

See page 8, (g) at this link.

<https://wellington.govt.nz/-/media/certificates-and-licences/signs-and-posters/files/guidelines-for-temporary-signs-in-public-places-2017.pdf?la=en&hash=017AC4CB31C560278EFD4A3AA8CC335B5764CA5E>

At the same time, please ensure that any authorisation on the signs is readable when standing in front of it, not too small that it cant be easily read.

Likewise, please ensure that the yellow on your signs is sufficiently different from the council's yellow, it shouldn't look like council's yellow.

Please do not hesitate to call me if needed.

Regards, Warwick

Warwick Lampp | Chief Returning Officer – Business Development Manager / Āpiha Pōti Matua | [electionz.com](#)
Ltd

Unit 3, 3 Pukaki Rd, Christchurch Airport | PO Box 3138, Christchurch 8140

Waea Pūkoro M [REDACTED]

Waea Mahi P +64 3 377 3530

īmēra E wlampp@electionz.com | **Paetukutuku W** www.electionz.com

From: [Warwick Lampp](#)
To: [REDACTED]
Cc: [Jennifer Parker](#)
Subject: FW: election hoardings policy
Date: Tuesday, 28 June 2022 2:52:00 pm

Hi Paul

Thanks for your time late yesterday, and good to make contact now that you have announced your candidacy.

Please do not hesitate to call or txt me with any election related queries as the election period unfolds.

Below is the wording for a media release that WCC has just out re your digital billboard, which as we discussed, cant be up until Saturday 27 August. Accordingly, please remove your current digital hoardings signs asap.

Likewise, when your signs and other hoardings do eventually go up (after 27 August), can you please ensure that the authorisation text is legible, ie bigger than what is was on the digital billboard yesterday, so that it can be read when standing in front of it.

The good news though is that after much discussion we have decided not to place any restrictions on the use of “yellow” in elections hoardings, so you don’t need to worry about changing the current colour etc, or worrying about the pms number.

Please do not hesitate to call me if need be.

Media Statement

Wellington City Electoral Officer Warwick Lampp says he has asked Paul Eagle to remove his campaign advertisement from digital billboards until the formal election hoarding period 27 August.

Mr Lampp says WCC's long standing election hoarding policy allows candidates to post advertising signs for 6 weeks prior to any election - this year the signs are permitted between 27 August and 7 October (the day before the election).

Mr Lampp says the policy is designed to create a level playing field for candidates and has been generally respected for many years.

Cheers, Warwick

Warwick Lampp | Chief Returning Officer – Business Development Manager / Āpiha Pōti Matua | [electionz.com](#)
Ltd

Unit 3, 3 Pukaki Rd, Christchurch Airport | PO Box 3138, Christchurch 8140

Waea Pūkoro M [REDACTED]

Waea Mahi P +64 3 377 3530

īmēra E wlampp@electionz.com | Paetukutuku W www.electionz.com

From: [Jennifer Parker](#)
To: [Richard MacLean](#); [Warwick Lampp](#)
Subject: FW: election hoardings policy
Date: Tuesday, 28 June 2022 1:48:00 pm
Attachments: [image001.jpg](#)

Kia ora Richard,
See below:

Wellington City Electoral Officer Warwick Lampp says he has asked Paul Eagle to remove his campaign advertisement from digital billboards until the formal election hoarding period 27 August.

Mr Lampp says WCC's long standing election hoarding policy allows candidates to post advertising signs for 6 weeks prior to any election - this year the signs are permitted between 27 August and 7 October (the day before the election).

Mr Lampp says the policy is designed to create a level playing field for candidates and has been generally respected for many years.

Ngā mihi
Jennifer

Jennifer Parker

(Pronouns: She/Her)

Kaiwhakahaere Ratonga Manapori & Āpiha Pōtitanga Tuarua | Manager of Governance and Democracy Services & Deputy Electoral Officer | Strategy & Governance | Wellington City Council
P 04 801 3167 | M [REDACTED]
E jennifer.parker@wcc.govt.nz | W Wellington.govt.nz |

Enrol to vote or update your details at vote.nz!

The information contained in this email is privileged and confidential and intended for the addressee only.

If you are not the intended recipient, you are asked to respect that confidentiality and not disclose, copy or make use of its contents.

If received in error you are asked to destroy this email and contact the sender immediately. Your assistance is appreciated.



From: Warwick Lampp <wlampp@electionz.com>
Sent: Tuesday, 28 June 2022 12:57 pm
To: Jennifer Parker <Jennifer.Parker@wcc.govt.nz>
Subject: election hoardings policy

Hi Jennifer

Carrying on from the complaints re Paul Eagles digital billboard, I have spoken to Paul late yesterday and have asked him to remove his hoardings until they can be legally erected from

Saturday 27 August, as per the hoardings policy.

Your policy is there to provide a level playing field for all candidates. As far as I am aware this is the only instance to date of a candidate putting up a hoardings sign before the due date.

Feel free to call me to discuss further at any time on [REDACTED].

Cheers, Warwick

Warwick Lampp | Chief Returning Officer – Business Development Manager / Āpiha Pōti Matua | electionz.com
Ltd

Unit 3, 3 Pukaki Rd, Christchurch Airport | PO Box 3138, Christchurch 8140

Waea Pūkoro M [REDACTED]

Waea Mahi P +64 3 377 3530

Īmēra E wlampp@electionz.com | **Paetukutuku W** www.electionz.com

From: [Warwick Lampp](#)
To: [Jennifer Parker](#)
Cc: [Anthony Morton](#)
Subject: FW: Paul Eagle for Mayor – Unlawful Demand to Remove Commercial Billboard Advertising [MERWNZ-MERWLIB.FID665866]
Date: Tuesday, 28 June 2022 6:09:04 pm
Attachments: [image213679.jpg](#)
[image391010.jpg](#)
[Letter to Warwick Lampp\(900307593.1\).pdf](#)

[Redacted]

From: [Redacted]@minterellison.co.nz>
Sent: Tuesday, 28 June 2022 5:55 PM
To: Warwick Lampp <wlampp@electionz.com>
Cc: Daniel Fielding <Daniel.Fielding@minterellison.co.nz>
Subject: Paul Eagle for Mayor – Unlawful Demand to Remove Commercial Billboard Advertising [MERWNZ-MERWLIB.FID665866]

Dear Mr Lampp,

Please see our correspondence of today in respect of your purported directions to Paul Eagle. Please acknowledge receipt, and we look forward to your reply or otherwise seeing a retraction of the statements made to him.

Regards,

Aaron Lloyd
Partner
T +64 9 353 9971 M + [Redacted]
[Redacted]@minterellison.co.nz
MinterEllisonRuddWatts
[minterellison.co.nz](#) | [LinkedIn](#)



Important information

This email and any attachments are confidential and may be legally privileged (in which case neither is waived or lost by mistaken delivery). Please notify us if you have received this message in error, and remove both emails from your system. Any unauthorised use is expressly prohibited. MinterEllisonRuddWatts collects personal information to provide and market our services (see our privacy policy at [minterellison.co.nz](#) for more information about use, disclosure and access). MinterEllisonRuddWatts' liability in connection with transmitting, unauthorised access to, or viruses in this message and its attachments, is limited to re-supplying this message and its attachments.

Lawyers are required to seek verification of their client's identity. [Learn more.](#)

28 June 2022

By Email: wlampp@electionz.com

Warwick Lampp
ElectionNZ Limited
3/3 Pukaki Road
Yaldhurst
CHRISTCHURCH 8140

Dear Mr Lampp

Paul Eagle for Mayor – Unlawful Demand to Remove Commercial Billboard Advertising

1. We act for the *Paul Eagle for Mayor* campaign, and for Mr Eagle personally.
2. We are in receipt of correspondence from you, and have seen public statements made by Wellington City Council, in which you purport to direct Mr Eagle to remove advertising he is currently displaying on commercial digital billboards in the Wellington region. That advertising is advising the public that he is running for Mayor of Wellington.
3. We understand that you have asserted two bases for your view that you can direct Mr Eagle to remove this advertising, namely:
 - (a) that the advertisements are prohibited under the *Electoral (Advertisements of a Special Kind) Regulations 2005* and/or the *Wellington City Council Guidelines for Temporary Signs in Public Places* rules; or
 - (b) in the absence of any specific rule or law prohibiting the advertisement, you somehow have a power to set rules as you see fit in relation to the upcoming Mayoral election.
4. Neither basis for your actions are correct or lawful. As such, your assertion that Mr Eagle must remove the advertisements is unlawful, and *ultra vires* your powers. We have advised Mr Eagle accordingly, and absent any further information from you supporting your claim that you have the power to direct him not to advertise the commencement of his campaign in this way, his campaign will not be complying with your unlawful request.
5. The *Wellington City Council Guidelines for Temporary Signs in Public Places* document, which you have directed the campaign too, clearly does not apply to the advertising Mr Eagle is using. The document expressly records that it relates to “all temporary signs...up to 3 square metres in area”. The document makes reference to “posters, hoardings, billboards, handbills or other forms of advertising put up in public places”. The billboards of the kind utilised by Mr Eagle are clearly not 3 square metres or smaller in size. They are much larger, pre-existing, commercially run electronic billboards, subject to regulatory controls in terms of resource and building consents at the time they are initially installed by their owners.
6. Similarly, the *Electoral (Advertisements of a Special Kind) Regulations 2005* also apply to advertisements of 3 square metres or small, and do not apply to the advertising Mr Eagle is using.
7. As to your suggestion that as Electoral Officer you can put rules in place to regulate matters such as this, that claim has no legal basis. Even if you did, as Electoral Officer, have some residual power to mandate matters necessary for the effective functioning of an election, you would be required to act reasonably, including in accordance with principles of natural justice, and to respect candidates’ rights

and to act consistent with legal restrictions which are already in place. Purporting to act as you have does none of those things.

8. Mr Eagle is obliged to comply with the restrictions placed on him under the Local Electoral Act 2001, and the general law, in respect of any advertising. The Act, at section 111, provides for limits on expenditure during a defined period. This has not yet commenced and any advertising Mr Eagle does before that period commences cannot therefore be prohibited or controlled under this restriction. Section 113 of the Act provides for requirements on advertising generally, which we understand Mr Eagle is complying with. We also understand that Mr Eagle's advertising is not in breach of any general legal provision, such as the prohibition on making misleading or deceptive statements, or similar.
9. Given Mr Eagle's compliance with all applicable legal requirements, and the absence of any power for you to require him to remove the same, he is entitled to continue to run the advertising to which you object. If you believe there is a legal basis for your position, which you have not so far advised and/or that we have failed to identify, please confirm the details of that position for Mr Eagle and us to consider further.
10. Assuming that is not the case, please ensure that a retraction of the public statements made alleging Mr Eagle to be in breach of electoral requirements is published forthwith. If there is any reason you consider you cannot make such a retraction, or request Wellington City Council to do so, please advise by return.

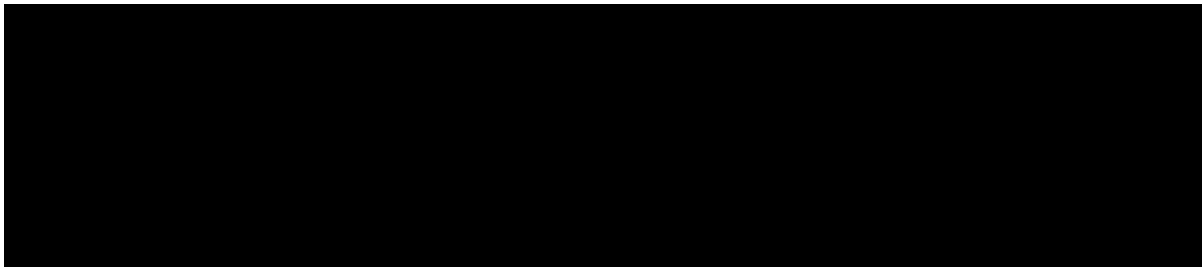
Yours faithfully
MinterEllisonRuddWatts



Aaron Lloyd
Partner

T +64 9 353 9971
[REDACTED]@minterellison.co.nz
Reference: [REDACTED]

From: [Warwick Lampp](#)
To: [Jennifer Parker](#)
Cc: [Anthony Morton](#)
Subject: FW: Paul Eagle for Mayor – Unlawful Demand to Remove Commercial Billboard Advertising [MERWNZ-MERWLIB.FID665866]
Date: Tuesday, 28 June 2022 6:09:04 pm
Attachments: [image213679.jpg](#)
[image391010.jpg](#)
[Letter to Warwick Lampp\(900307593.1\).pdf](#)



From: Aaron Lloyd [REDACTED]@minterellison.co.nz>
Sent: Tuesday, 28 June 2022 5:55 PM
To: Warwick Lampp <wlampp@electionz.com>
Cc: Daniel Fielding [REDACTED]@minterellison.co.nz>
Subject: Paul Eagle for Mayor – Unlawful Demand to Remove Commercial Billboard Advertising [MERWNZ-MERWLIB.FID665866]

Dear Mr Lampp,

Please see our correspondence of today in respect of your purported directions to Paul Eagle. Please acknowledge receipt, and we look forward to your reply or otherwise seeing a retraction of the statements made to him.

Regards,

Aaron Lloyd
Partner
T +64 9 353 9971 M +[REDACTED]
[REDACTED]
MinterEllisonRuddWatts
minterellison.co.nz | [LinkedIn](#)



Important information

This email and any attachments are confidential and may be legally privileged (in which case neither is waived or lost by mistaken delivery). Please notify us if you have received this message in error, and remove both emails from your system. Any unauthorised use is expressly prohibited. MinterEllisonRuddWatts collects personal information to provide and market our services (see our privacy policy at minterellison.co.nz for more information about use, disclosure and access). MinterEllisonRuddWatts' liability in connection with transmitting, unauthorised access to, or viruses in this message and its attachments, is limited to re-supplying this message and its attachments.

Lawyers are required to seek verification of their client's identity. [Learn more.](#)

From: [Warwick Lampp](#)
To: [Steve Kilpatrick](#); [Jennifer Parker](#)
Subject: Fwd: Paul Eagle for Mayor – Unlawful Demand to Remove Commercial Billboard Advertising [MERWNZ-MERWLIB.FID665866]
Date: Thursday, 30 June 2022 10:01:20 pm
Attachments: [image371535.jpg](#)
[image014194.jpg](#)

Here is the next instalment from Eagle's lawyer, [REDACTED]
[REDACTED]

Begin forwarded message:

From: Aaron Lloyd <aaron.lloyd@minterellison.co.nz>
Date: 30 June 2022 at 8:01:41 PM NZST
To: Warwick Lampp <wlampp@electionz.com>
Cc: Daniel Fielding <Daniel.Fielding@minterellison.co.nz>
Subject: RE: Paul Eagle for Mayor – Unlawful Demand to Remove Commercial Billboard Advertising [MERWNZ-MERWLIB.FID665866]

Dear Mr Lampp,

It has now been two days since we sent our letter to you, and we are yet to get the courtesy of a reply, or to see any public retraction of the unlawful direction to Mr Eagle to remove his advertising.

Indeed, we understand from media reports that Wellington City Council officials have advised the media that "the Council's position remains the same".

Putting aside the question of whether it is appropriate for Wellington Council to have a position on this (given it relates to an unlawful direction given by you as the independent Electoral Officer) it is disappointing that none of these things have happened. We can only assume that you have made deliberate decisions not to engage with us, nor to advise Wellington City Council (who have made statements about this) of the error made.

In the absence of a reply from you, we reiterate our position that your direction to Mr Eagle is unlawful, and *ultra vires* your powers. Mr Eagle reserves his rights in respect of any inferences that may be being drawn by the public as a result of your unlawful direction, and the refusal to withdraw it. Mr Eagle also reserves his right to place further advertising in respect of his campaign using the same digital billboard sites, or other commercial billboard sites with existing resource and/or building consents, moving forward.

Regards,

Aaron Lloyd 

Partner

T +64 9 353 9971 M + [REDACTED]
[REDACTED]@minterellison.co.nz



Important information

This email and any attachments are confidential and may be legally privileged (in which case neither is waived or lost by mistaken delivery). Please notify us if you have received this message in error, and remove both emails from your system. Any unauthorised use is expressly prohibited. MinterEllisonRuddWatts collects personal information to provide and market our services (see our privacy policy at minterellison.co.nz for more information about use, disclosure and access). MinterEllisonRuddWatts' liability in connection with transmitting, unauthorised access to, or viruses in this message and its attachments, is limited to re-supplying this message and its attachments.

Lawyers are required to seek verification of their client's identity. [Learn more.](#)

From: Aaron Lloyd <aaron.lloyd@minterellison.co.nz>

Sent: Tuesday, 28 June 2022 5:55 PM

To: wlampp@electionz.com

Cc: Daniel Fielding <Daniel.Fielding@minterellison.co.nz>

Subject: Paul Eagle for Mayor – Unlawful Demand to Remove Commercial Billboard Advertising [MERWNZ-MERWLIB.FID665866]

Dear Mr Lampp,


Please see our correspondence of today in respect of your purported directions to Paul Eagle.

Please acknowledge receipt, and we look forward to your reply or otherwise seeing a retraction of the statements made to him.

Regards,

Aaron Lloyd

Partner

T [+64 9 353 9971](tel:+6493539971) M 

MinterEllisonRuddWatts

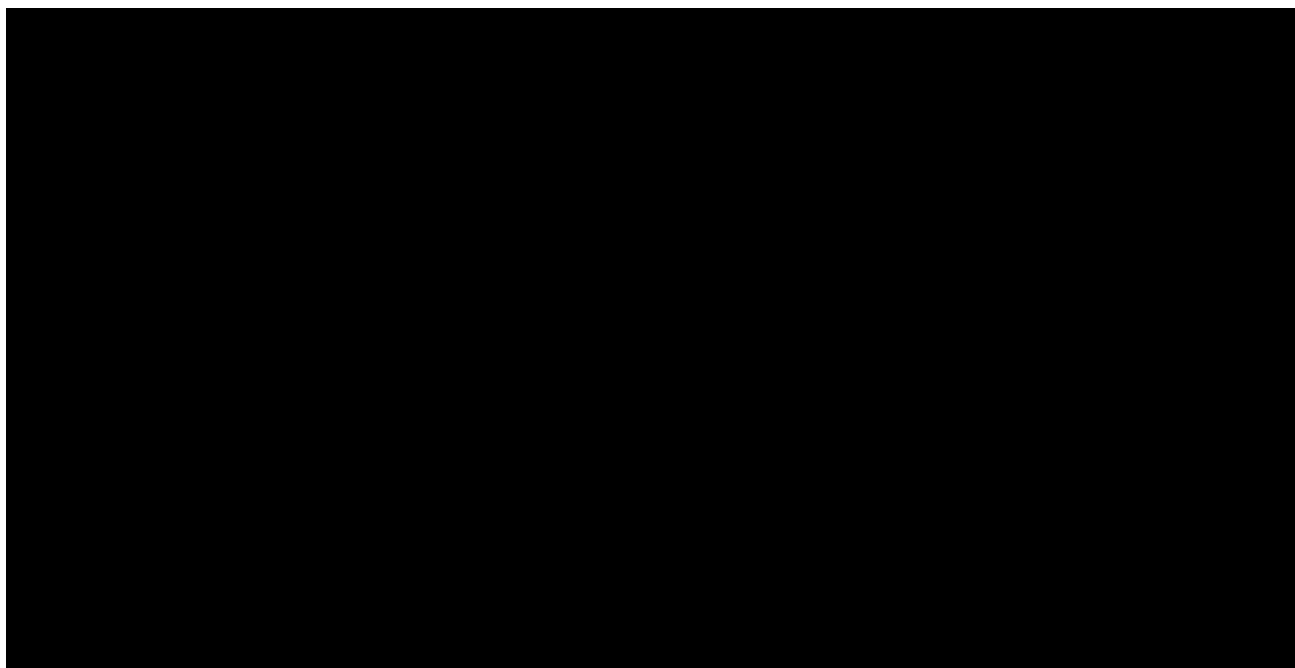
From: [Warwick Lampp](#)
To: [Jennifer Parker](#)
Cc: [Steve Kilpatrick](#)
Subject: FW: Paul Eagle for Mayor – Unlawful Demand to Remove Commercial Billboard Advertising [MERWNZ-MERWLIB.FID665866]
Date: Thursday, 30 June 2022 11:47:51 am
Attachments: [image001.jpg](#)
[image002.jpg](#)
[image003.jpg](#)
[REDACTED]

Hi Jennifer

Steve and I have reviewed this, so here below is what we suggest we send. I have attached a word doc of it so you can see the tracked changes, and Steve's comments are in the email trail below.

If you are ok with it, I will send it this avo.

W



Warwick Lampp | Chief Returning Officer – Business Development Manager / Āpiha Pōti Matua | [electionz.com](#)
Ltd

Unit 3, 3 Pukaki Rd, Christchurch Airport | PO Box 3138, Christchurch 8140

Waea Pūkoro M [REDACTED]

Waea Mahi P +64 3 377 3530

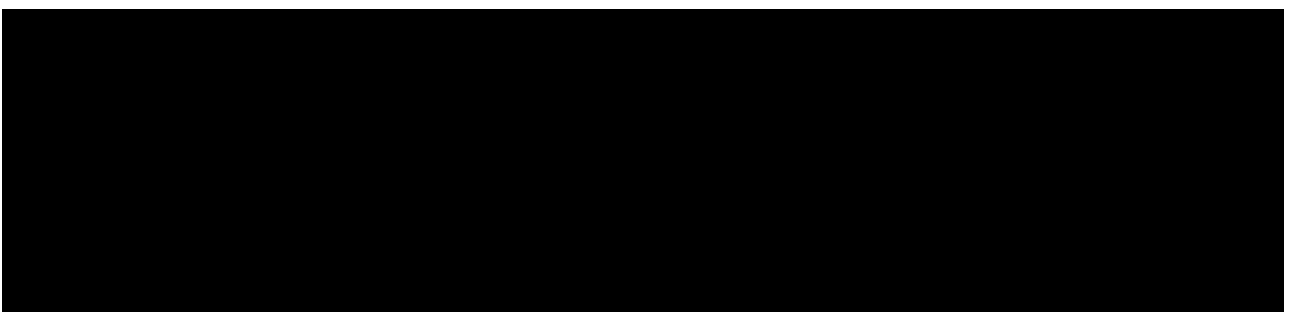
īmēra E wlampp@electionz.com | **Paetukutuku W** www.electionz.com

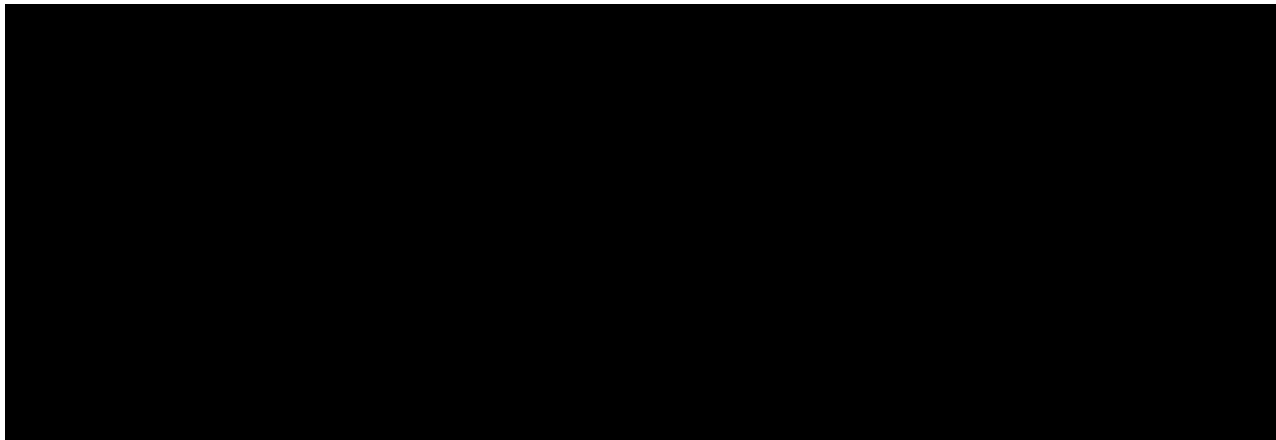
From: Steve Kilpatrick <skilpatrick@electionz.com>

Sent: Thursday, 30 June 2022 10:01 AM

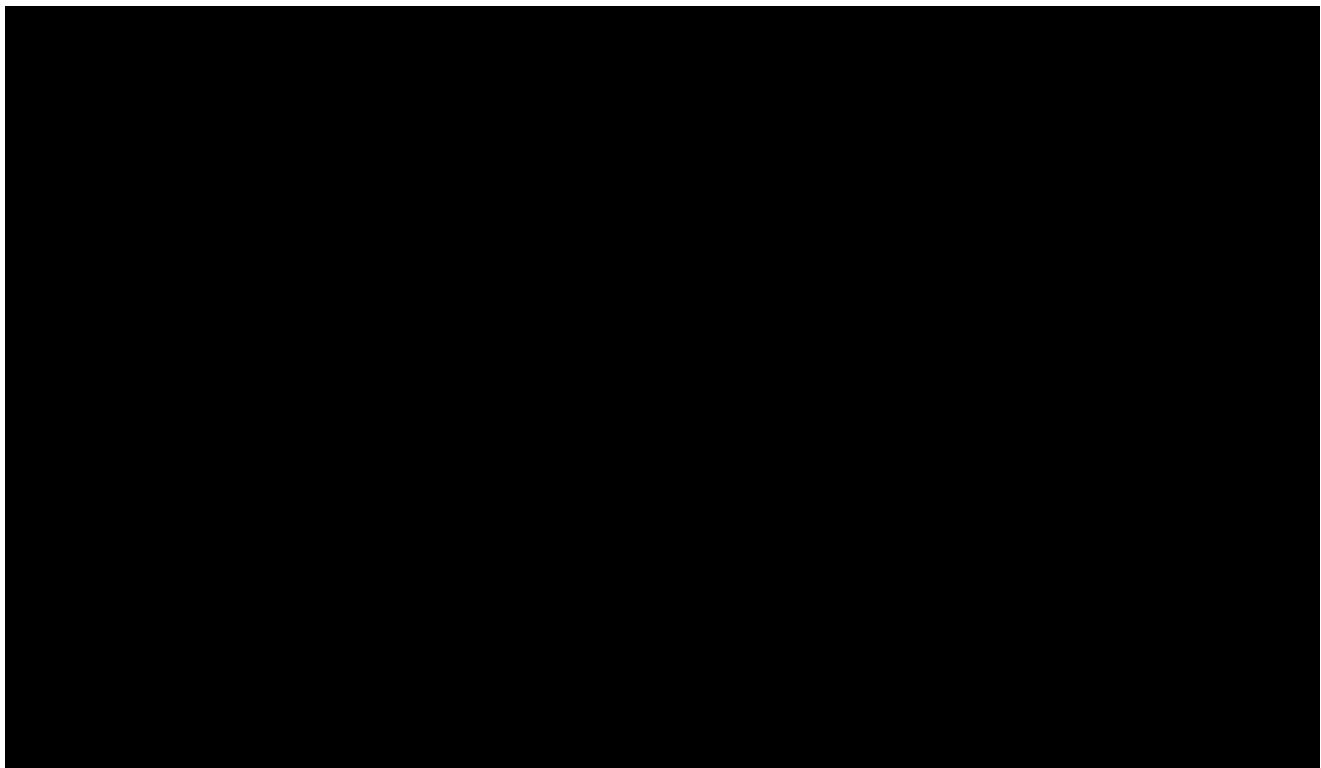
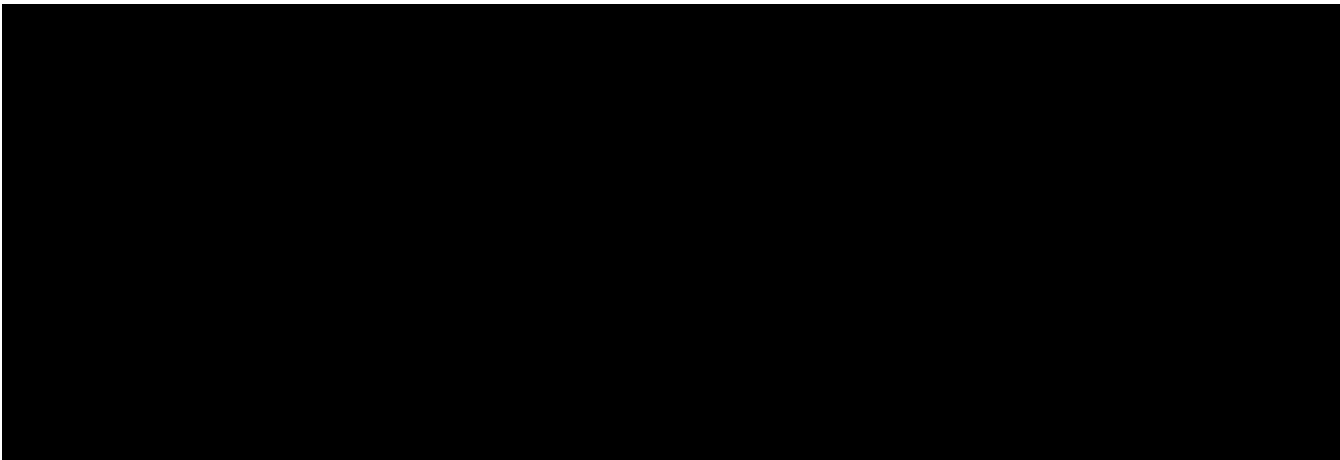
To: Warwick Lampp <wlampp@electionz.com>

Subject: FW: Paul Eagle for Mayor – Unlawful Demand to Remove Commercial Billboard Advertising [MERWNZ-MERWLIB.FID665866]





From: Jennifer Parker <Jennifer.Parker@wcc.govt.nz>
Sent: Wednesday, 29 June 2022 6:03 PM
To: Warwick Lampp <wlampp@electionz.com>
Cc: Anthony Morton <amorton@electionz.com>; Steve Kilpatrick <skilpatrick@electionz.com>
Subject: RE: Paul Eagle for Mayor – Unlawful Demand to Remove Commercial Billboard Advertising [MERWZN-MERWLIB.FID665866]



Jennifer Parker

(Pronouns: She/Her)

Kaiwhakahaere Ratonga Manapori & Āpiha Pōtitanga Tuarua | Manager of Governance and Democracy Services & Deputy Electoral Officer | Strategy & Governance | Wellington City Council

P 04 801 3167 | M [REDACTED]

E jennifer.parker@wcc.govt.nz | W Wellington.govt.nz |

Enrol to vote or update your details at vote.nz!

The information contained in this email is privileged and confidential and intended for the addressee only.

If you are not the intended recipient, you are asked to respect that confidentiality and not disclose, copy or make use of its contents.

If received in error you are asked to destroy this email and contact the sender immediately. Your assistance is appreciated.



From: Warwick Lampp <wlampp@electionz.com>

Sent: Tuesday, 28 June 2022 6:09 pm

To: Jennifer Parker <Jennifer.Parker@wcc.govt.nz>

Cc: Anthony Morton <amorton@electionz.com>

Subject: FW: Paul Eagle for Mayor – Unlawful Demand to Remove Commercial Billboard Advertising [MERWNZ-MERWLIB.FID665866]

[REDACTED]

From: Aaron Lloyd <aaron.lloyd@minterellison.co.nz>

Sent: Tuesday, 28 June 2022 5:55 PM

To: Warwick Lampp <wlampp@electionz.com>

Cc: Daniel Fielding <Daniel.Fielding@minterellison.co.nz>

Subject: Paul Eagle for Mayor – Unlawful Demand to Remove Commercial Billboard Advertising [MERWNZ-MERWLIB.FID665866]

Dear Mr Lampp,

Please see our correspondence of today in respect of your purported directions to Paul Eagle. Please acknowledge receipt, and we look forward to your reply or otherwise seeing a retraction of the statements made to him.

Regards,

Aaron Lloyd 

Partner

T +64 9 353 9971 M + 

aaron.lloyd@minterellison.co.nz

MinterEllisonRuddWatts

minterellison.co.nz | [LinkedIn](#)



Important information

This email and any attachments are confidential and may be legally privileged (in which case neither is waived or lost by mistaken delivery). Please notify us if you have received this message in error, and remove both emails from your system. Any unauthorised use is expressly prohibited. MinterEllisonRuddWatts collects personal information to provide and market our services (see our privacy policy at minterellison.co.nz for more information about use, disclosure and access). MinterEllisonRuddWatts' liability in connection with transmitting, unauthorised access to, or viruses in this message and its attachments, is limited to re-supplying this message and its attachments.

Lawyers are required to seek verification of their client's identity. [Learn more.](#)

From: [Warwick Lampp](#)
To: [REDACTED]
Cc: [Daniel Fielding](#); [Jennifer Parker](#); [Tim Power](#)
Subject: RE: Paul Eagle for Mayor – Unlawful Demand to Remove Commercial Billboard Advertising [MERWNZ-MERWLIB.FID665866]
Date: Friday, 1 July 2022 1:09:44 pm
Attachments: [image001.jpg](#)
[image002.jpg](#)

Dear Mr Lloyd

Thank you for your letter and email below.

As you will be aware from email correspondence between myself and Mr Eagle I requested that he remove the election advertising from the digital billboard. The request was made so that Mr Eagle complied with the Wellington City Council Policy on election hoardings (which is appended to the Guidelines for temporary signs in public places).

I don't claim that the Council has legal means of preventing Mr Eagle from advertising, I merely request that all candidates comply with the policy, which has been in place for many years. The intention behind the policy is to create a level playing field for all candidates and to prevent residents from being saturated with election advertising outside the election period. Up until now candidates have generally been prepared to follow the policy, which is available on the WCC website.

I am satisfied that no direction was issued to Mr Eagle. In the circumstances I don't consider any retraction is necessary.

Regards, Warwick

Warwick Lampp | Chief Returning Officer – Business Development Manager / Āpiha Pōti Matua | [electionz.com](#)
Ltd

Unit 3, 3 Pukaki Rd, Christchurch Airport | PO Box 3138, Christchurch 8140

Waea Pūkoro M [REDACTED]

Waea Mahi P +64 3 377 3530

Imēra E wlampp@electionz.com | **Paetukutuku W** www.electionz.com

From: [REDACTED] <[REDACTED]@minterellison.co.nz>

Sent: Thursday, 30 June 2022 8:01 PM

To: Warwick Lampp <wlampp@electionz.com>

Cc: Daniel Fielding <Daniel.Fielding@minterellison.co.nz>

Subject: RE: Paul Eagle for Mayor – Unlawful Demand to Remove Commercial Billboard Advertising [MERWNZ-MERWLIB.FID665866]

Dear Mr Lampp,

It has now been two days since we sent our letter to you, and we are yet to get the courtesy of a reply, or to see any public retraction of the unlawful direction to Mr Eagle to remove his advertising.

Indeed, we understand from media reports that Wellington City Council officials have advised the media that “the Council’s position remains the same”.

Putting aside the question of whether it is appropriate for Wellington Council to have a position on this (given it relates to an unlawful direction given by you as the independent Electoral Officer) it is

disappointing that none of these things have happened. We can only assume that you have made deliberate decisions not to engage with us, nor to advise Wellington City Council (who have made statements about this) of the error made.

In the absence of a reply from you, we reiterate our position that your direction to Mr Eagle is unlawful, and *ultra vires* your powers. Mr Eagle reserves his rights in respect of any inferences that may be being drawn by the public as a result of your unlawful direction, and the refusal to withdraw it. Mr Eagle also reserves his right to place further advertising in respect of his campaign using the same digital billboard sites, or other commercial billboard sites with existing resource and/or building consents, moving forward.

Regards,

Aaron Lloyd 

Partner

T +64 9 353 9971 M + 

@minterellison.co.nz

MinterEllisonRuddWatts

minterellison.co.nz | [LinkedIn](#)



Important information

This email and any attachments are confidential and may be legally privileged (in which case neither is waived or lost by mistaken delivery). Please notify us if you have received this message in error, and remove both emails from your system. Any unauthorised use is expressly prohibited. MinterEllisonRuddWatts collects personal information to provide and market our services (see our privacy policy at minterellison.co.nz for more information about use, disclosure and access). MinterEllisonRuddWatts' liability in connection with transmitting, unauthorised access to, or viruses in this message and its attachments, is limited to re-supplying this message and its attachments.

Lawyers are required to seek verification of their client's identity. [Learn more.](#)

From: @minterellison.co.nz>

Sent: Tuesday, 28 June 2022 5:55 PM

To: wlampp@electionz.com

Cc: @minterellison.co.nz>

Subject: Paul Eagle for Mayor – Unlawful Demand to Remove Commercial Billboard Advertising
[MERWNZ-MERWLIB.FID665866]

Dear Mr Lampp,

Please see our correspondence of today in respect of your purported directions to Paul Eagle. Please acknowledge receipt, and we look forward to your reply or otherwise seeing a retraction of the statements made to him.

Regards,

Aaron Lloyd

Partner

T +64 9 353 9971 M + 

MinterEllisonRuddWatts

External Services Contract

*Election Services between
Wellington City Council
and
Electionz.com Limited*

September 2020

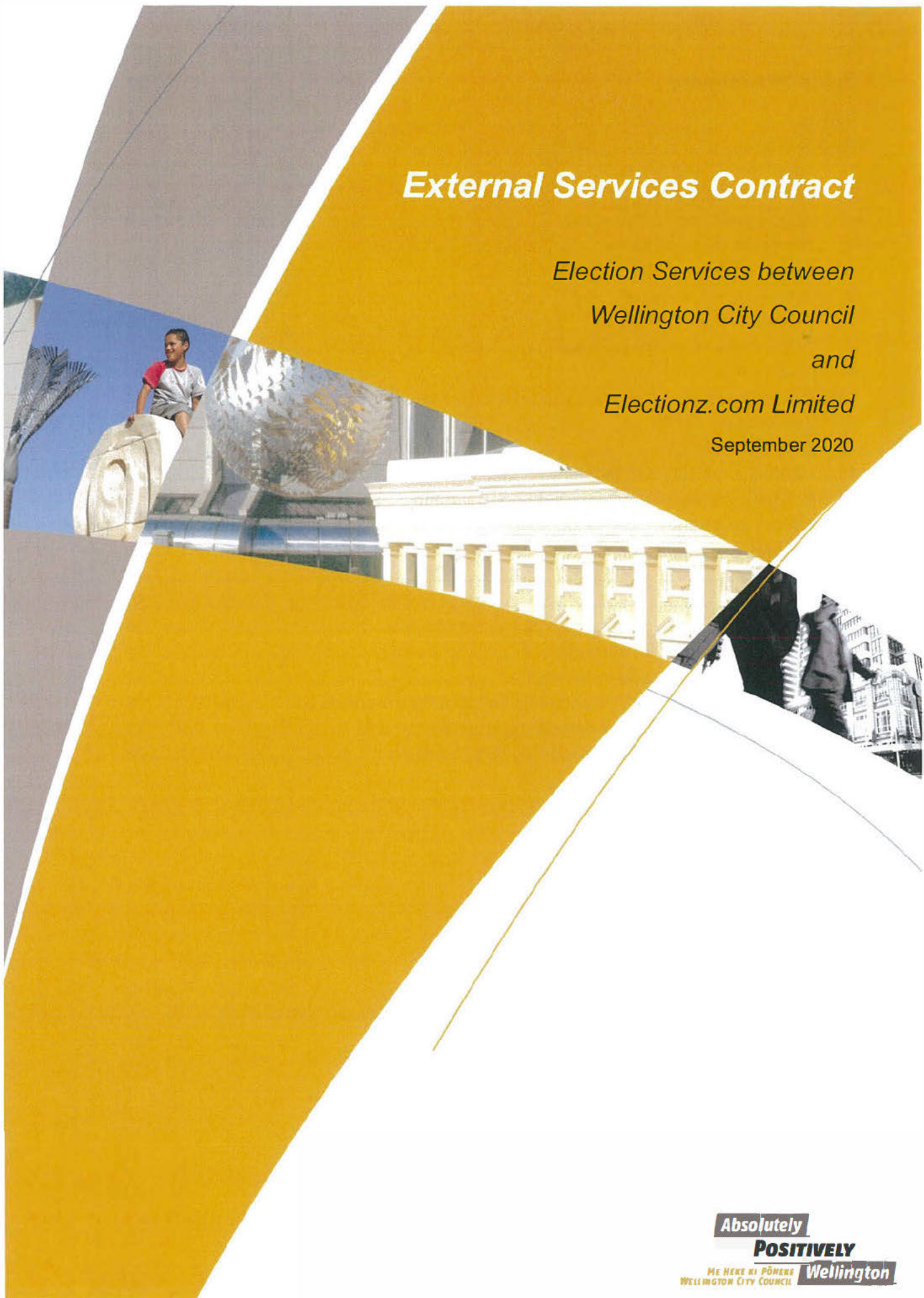


Table of Contents	Page
Parties.....	3
Background.....	3
1. Appointment and term.....	3
2. Supplier's obligations	3
3. Health and Safety at Work Act.....	5
4. The Council's obligations	7
5. Step in rights.....	7
6. Payments and charges.....	8
7. Change request procedure	9
8. Partnering and communication	10
9. Dispute Resolution	13
10. Force Majeure	14
11. Performance Notice.....	14
12. Early Termination	15
13. Insurance, liability and indemnity.....	16
14. No agency, employment contract or partnership.....	17
15. Entire agreement	17
16. General	17
17. Definitions	18
18. Novation	19
EXECUTION.....	20
Schedule 1 – Confirmation of Contract.....	21
Schedule 2 – Detailed scope of Service	22
Schedule 2 – Appendix A - The Council’s Request for Proposals	23
Schedule 2 – Appendix B - The Supplier’s Proposal.....	24
Schedule 3 – Performance and Reporting Requirements	25

Parties

1. **Wellington City Council** is a territorial authority established under the Local Government Act 2002 (the "Council").
2. **Electionz.com Limited** having its registered office at BDO Christchurch Limited, 287-293 Durham North, Christchurch, 8013, New Zealand (Company number: 391475) (the "Supplier").

Background

- A The Council provides local government related services within Wellington City, including local roads, footpaths, water supplies, sewerage system, landfills, parks, sports fields, recreation centre and pools, regulatory services, community and economic development, arts and culture and democratic representation.
- B The Supplier has the necessary skills and resources to deliver the Services.
- C The parties have agreed that the Supplier will deliver the Services to the Council on the terms and conditions set out in this contract ("Contract").

1. Appointment and term

- 1.1 The Council appoints the Supplier and the Supplier accepts appointment to provide the Services to the Council on the terms of this Contract for the Fees.
- 1.2 This Contract commences on the Commencement Date and is for the Term unless earlier terminated.
- 1.3 The Council at its discretion may renew the term of this Contract for three further periods of twelve (12) months. If the Council wishes to renew this Contract, the Council will give the Supplier at least four calendar months but not more than six calendar months' written notice before the end of the current term.
- 1.4 Except to the extent otherwise agreed in writing, this Contract will be renewed upon and subject to the same terms and conditions as this Contract.
- 1.5 No extension of the Term shall be granted that extends the Term of this Contract beyond nine (9) years from the Commencement Date.

2. Supplier's obligations

Performance of Services

- 2.1 The Supplier shall perform the Services with reasonable care, skill and diligence in accordance with:
 - (a) the Performance Requirements;
 - (b) the Council's management policies set out in Schedule 1;
 - (c) professional industry standards and codes of conduct;
 - (d) all relevant laws and codes of practice; and
 - (e) this Contract.

- 2.2 The Supplier shall at its own cost obtain all consents and permits required by law in order to perform the Services including those set out in Schedule 1.
- 2.3 In providing the Services, the Supplier will co-operate with the Council's representatives, suppliers and any other contractors retained by the Council.
- 2.4 The Supplier warrants that:
- (a) the Supplier has the necessary skills, qualifications and resources to provide the Services to the Council in accordance with this Contract;
 - (b) no material used by the Supplier in the provision of the Services or otherwise supplied to the Council under this Contract infringes any patent, trademark or other intellectual property right of a third party; and
 - (c) representations in the Supplier's Tender are true as at the date of the Supplier's Tender and on an ongoing basis.
- 2.5 The Supplier will report to the Council's Representative or to such other person or persons nominated by Council by written notice to the Supplier in accordance with the Reporting Requirements.
- 2.6 The Supplier will keep an accurate and complete written record of the Services (including reports provided under clause 2.5) and on request and at its own cost provide the Council with a copy of those records.
- 2.7 The Supplier will at no cost to the Council remedy any error made or contributed to by the Supplier or any of the Supplier's employees, agents, subcontractors or advisers in the course of providing the Services.
- 2.8 When carrying out its obligations under this Contract the Supplier will:
- (a) without limiting the Supplier's obligations under clause 3, comply with the Council's environmental, health and safety and other workplace policies notified by the Council to the Supplier from time to time; and
 - (b) comply with the Council's reasonable directions when on any of the Council's premises or using Council's facilities.

Supply of labour, materials etc

- 2.9 The Supplier shall, except where otherwise specified in this Contract, supply at its own cost everything necessary for the performance of the Services under this Contract.

Appointment of agents and subcontractors

- 2.10 The Supplier shall not appoint a subcontractor to perform any part of the Services without the prior written approval of the Council (that approval not to be unreasonably withheld). The Supplier will not be relieved of any of its obligations under this Contract by entering into any subcontract for performance of any part of this Contract.

Performance of employees, agents and subcontractors

- 2.11 The Supplier shall ensure that all its employees, subcontractors, agents and advisers carry out their work with all due care, skill and diligence and in accordance with the Supplier's obligations under this Contract. This includes (without limitation) ensuring that:
- (a) the performance of their work does not create any hazards;

- (b) the performance of their work does not cause any unreasonable inconvenience to members of the public; and
 - (c) they take all reasonable steps to avoid nuisance and prevent damage to property.
- 2.12 On request from the Council, the Supplier shall provide a list of all employees, subcontractors, agents and advisers used by the Supplier in relation to the provision of the Services to the Council at that time.
- 2.13 The Supplier acknowledges that there will be occasions during the performance of the Services where there will be a physical interface with the public. On such occasions the Supplier shall ensure that all its employees, subcontractors and agents extend every courtesy and co-operation to the public and will immediately advise the Council of any adverse or negative incidents involving any members of the public.
- 2.14 The Supplier shall, upon the Council's instruction, remove from the provision of the Services any person employed or Contracted by the Supplier who is incompetent or negligent or misconduct themselves.

3. Health and Safety at Work Act

- 3.1 The Supplier shall comply and shall ensure that all employees, subcontractors, agents and advisors providing any part of the Services comply with their respective obligations under the Health and Safety at Work Act 2015 (HSWA) when carrying out its obligations under this Contract, including:
- (a) all regulations made under the HSWA; and
 - (b) all relevant published codes of practice under section 20 of the HSWA.
- 3.2 The Supplier shall prepare and implement a written health and safety plan for the provision of the Services. The health and safety plan will address how the Supplier will comply with the HSWA and its health and safety obligations under this Contract. The Supplier will maintain the plan and ensure that it is comprehensive and takes into account any changes in the HSWA and any regulations made under the HSWA.
- 3.3 The Supplier will provide a copy of its health and safety plan to the Council's Representative not later than five (5) Business Days before the commencement of the Services on the areas in which the Services are undertaken. The Supplier shall not make any changes to the plan without the prior written approval of the Council. The Supplier will provide copies or any updates or revisions to the health and safety plan approved by the Council to the Council's Representative within ten (10) Business Days of making any such changes.
- 3.4 The Supplier shall appoint a single person as the safety officer for the Services. The safety officer shall be the primary point of contact on all health and safety matters. The Supplier will give written notice of the name and contact details for the safety officer to the Council's Representative.
- 3.5 The Supplier's health and safety plan shall incorporate the following:
- (a) the prior identification and assessment of hazards arising in connection with the areas in which the Services are undertaken and the Services and the steps proposed to eliminate, isolate or minimise significant hazards;
 - (b) procedures for the identification and management of new hazards arising during the carrying out of the Services;

- (c) procedures for the management of safety in the areas in which the Services are undertaken generally including the allocation of responsibilities both between the Supplier's employees and as between the Supplier and the Supplier's subcontractors;
 - (d) emergency procedures;
 - (e) procedures for co-ordination and communication with other contractors;
 - (f) procedures for safety training and safety induction of persons coming onto any areas in which the Services are undertaken;
 - (g) the training and supervision of the Supplier's employees engaged in carrying out the Services;
 - (h) procedures for ensuring that the Supplier contracts with subcontractors having the required safety competence, that the subcontractor's activities are co-ordinated with the activities of other contractors and persons in the areas in which the Services are undertaken and that all subcontractors have proper health and safety plans and will comply with the requirements of the HSWA and this Contract;
 - (i) the audit and inspection of the Supplier's health and safety procedures, the Services and the areas in which the Services are undertaken to ensure compliance with the safety requirements of the HSWA and this Contract; and
 - (j) the promotion of health and safety principles and encouragement of a commitment to health and safety by the Supplier's employees and subcontractors.
- 3.6 The Supplier acknowledges that it has the primary responsibility for the identification of hazards relating to the areas in which the Services are undertaken and the Services. The Supplier will provide a comprehensive hazard analysis to all subcontractors and other persons who intend to carry out any work on any of the areas in which the Services are undertaken.
- 3.7 The Supplier shall at its own cost:
- (a) maintain a register of accidents and serious harm;
 - (b) investigate accidents and identify their cause; and
 - (c) ensure that all persons under the Supplier's control are appropriately supervised.
- 3.8 The Supplier will implement and carry out an audit and inspection regime as shall be required to ensure compliance by all persons on each of the areas in which the Services are undertaken with the Supplier's health and safety plan and compliance with the Supplier's obligations under this Contract.
- 3.9 The Supplier shall give the Council through the Council's Representative a copy of any report which the Supplier is required to make to a public authority on any accident which is associated with the carrying out of the Services and results in serious harm to any person.
- 3.10 Any additional costs to the Council arising out of a breach by the Supplier of its obligations under this clause 3 shall be payable by the Supplier.
- 3.11 The Council may itself or through an agent audit the Supplier's compliance with its health and safety procedures and obligations under the HSWA and this Contract. Any such audit will be at the Supplier's cost.

- 3.12 The Supplier will co-operate with the Council in any audit undertaken by the Council or its agents. The Supplier will allow the Council or its agents access to all aspects of the Services to carry out such audits.
- 3.13 In addition to the above requirements the Supplier will meet the health and safety requirements set out in the Council's Request for Proposals dated June 2020.

4. The Council's obligations

- 4.1 **Provision of information:** The Council will provide to the Supplier any further information or documents relevant to the performance of the Services reasonably required by the Supplier provided the provision of such information or documents does not conflict with the Council's statutory or contractual responsibilities.

5. Step in rights

Failure to provide Services

- 5.1 Where the Supplier fails to provide all or any part of the Services ("Affected Services") and subject to the Council's rights under clauses 11 and 12, the Council may, in its sole discretion, direct the Council's own personnel or an alternative supplier to assume the performance of the Affected Services.
- 5.2 The Council acknowledges that such personnel or alternative supplier shall be suitably qualified to carry out the Services.
- 5.3 The Supplier shall co-operate with the Council, its personnel and with any alternative supplier retained by the Council pursuant to clause 5.1. This co-operation shall include:
- (a) providing access to any premises owned, leased or occupied by the Supplier from which the Supplier provides the Affected Services;
 - (b) providing access to the employees of the Supplier and to any information, material, equipment and/or software owned, leased or licensed by the Supplier and used by the Supplier in supplying the whole or any part of the Affected Services; and
 - (c) suspending, wholly or in part, the provision of all or any part of the Affected Services as directed by the Council.
- 5.4 Without limiting the Council's other rights under this Contract, while the Supplier's obligation to provide all or any part of the Affected Service are suspended under clause 5.3(c), the Council will not be obliged to pay the Fees in respect of the suspended part of the Affected Services.
- 5.5 Once the Supplier has satisfied the Council that it can and will perform the Affected Services in accordance with this Contract, the Council shall deliver a written notice to the Supplier specifying:
- (a) the relevant actions it or any alternative supplier has taken under clauses 5.1 to 5.4; and
 - (b) the date it plans to conclude such actions and permit the Supplier to resume providing the Affected Services.
- 5.6 The costs and expenses incurred by the Council under this clause 5 shall be a debt due to Council by the Supplier to be set off by Council as provided for under this Contract.

Industrial action

- 5.7 The Supplier shall advise the Council of the possibility of any impending industrial action at the earliest opportunity in order to allow the Council and the Supplier to make alternative arrangements.
- 5.8 The Supplier shall arrange for additional personnel to carry out the Services if its existing personnel are unable to do so because of any such industrial action. Any cost associated with the provision of any additional personnel to carry out the Services during any industrial action shall be borne by the Supplier. If the Supplier fails to arrange for such additional personnel then the Council may arrange for provision of the Services during any industrial action. To facilitate Council in providing such Services, the Supplier shall provide Council with access to such of its equipment as is necessary to provide the Services. Any costs incurred by the Council under this clause shall be a debt due to the Council by the Supplier to be set off by the Council as provided for under this Contract.

6. Payments and charges

- 6.1 The Council shall pay the Supplier the Fees for performance of the Services under this Contract in accordance with Schedule 1 or, if not otherwise specified, on the basis set out in this clause.
- 6.2 **Invoicing:** The Supplier will forward an invoice to the Council by the 5th Business Day of each month for the Services supplied to the Council in the immediately preceding month. The Supplier will ensure that all invoices identify the Services to which they relate and any applicable reference number.
- 6.3 **Payment:** Subject to the Supplier's compliance with clause 6.2, the Council will pay the Supplier's correctly rendered invoice by the 20th day of the month following the month the invoice is dated.
- 6.4 **Disputed invoice:** If the Council disputes any part of an invoice submitted by the Supplier, the Council may withhold payment for the invoice without penalty. The Council will promptly notify the Supplier of the reasons why the invoice is disputed.
- 6.5 **Goods and Services Tax:** In addition to the payment of the Fees and subject to the Council receiving a valid tax invoice for the goods and services which are a supply under that Act, the Council agrees to pay the Supplier goods and services tax under the Goods and Services Tax Act 1985 ("GST") (if any) on those fees, provided that the Council shall not be liable to pay any GST penalties except for late payment penalties accruing when the Council has failed to make payment of the relevant GST to the Supplier when due under this Contract.
- 6.6 **Other Taxes:** The Council shall not be liable for any corporate, personal, withholding taxes or other taxes and levies in respect of the Supplier, its employees, or subcontractors (except as set out in this Contract). The Supplier shall indemnify the Council for any claim upon it by the Inland Revenue Department for any such corporate, personal, withholding taxes or other taxes or levies which should have been paid in respect of the Supplier, its employees or subcontractors (except as set out in this Contract).
- 6.7 **Adjustments:** If in the Council's opinion, the Supplier has failed to meet all or any part of the Performance Requirements, the Council, in its sole discretion, may make deductions from the Fees accordingly. All deductions, unless specifically stated otherwise, shall be calculated on a monthly basis.

- 6.8 The Council's right to adjust the Fees under this clause does not limit the Council's rights and remedies under the remaining parts of this Contract or at law. In particular, the Service Fee deductions are not in substitution for and do not limit the Council's rights to recover damages, losses, costs and expenses arising from any failure by the Supplier to meet its obligations under this Contract.
- 6.9 **Set off:** The Council may deduct an amount equal to any amount payable by the Supplier to the Council under this Contract and any overpayment made by the Council to the Supplier under this Contract from any moneys payable or subsequently becoming payable by the Council to the Supplier under this Contract.
- 6.10 **Limited recovery:** The Supplier is not entitled to recover from the Council any amount for any goods, services or rights provided to the Council under this Contract other than:
- (a) the Fees; and
 - (b) any GST under clause 6.5.

7. Change request procedure

- 7.1 If a change is required to this Contract or to any of the Services, either party may submit a change request ("Change Request") to the other party that must be signed by a representative of the relevant party.
- 7.2 A Supplier generated Change Request must include an estimate of any change to the Fees.
- 7.3 The party reviewing a Change Request must acknowledge receipt of it to the other party within five (5) Business Days of receiving it.
- 7.4 Each party must review any Change Request received from the other party, and within fifteen (15) Business Days of receiving it, respond in writing to the other party advising it whether it:
- (a) accepts the Change Request;
 - (b) wishes to negotiate, or requires further information in respect of, the Change Request; or
 - (c) rejects the Change Request.
- 7.5 Where either party accepts a Change Request received from the other party, it will be agreed to by the parties as an amendment to this Contract in accordance with clause 16.2, as soon as possible. The parties will also sign any amendment to this Contract that is reasonably required to record the matters necessary to implement the Change Request.
- 7.6 The terms of any agreed Change Request will prevail over any inconsistent terms in this Contract.
- 7.7 The Supplier will not unreasonably refuse any Change Request. Unreasonable refusal of a Change Request includes:
- (a) demanding unreasonable charges for the Change Request;
 - (b) imposing unreasonable conditions for undertaking the Change Request; or

- (c) refusing to include the Change Request under this Contract (except where the Supplier has demonstrated that the Change Request is unreasonable) despite the subject matter of the Change Request being reasonably related to or connected with the Services.

7.8

- (a) Should a District Court Judge order a recount of votes or a new election the Supplier shall process and count the votes cast, subject always to any directions given by the District Court Judge.
- (b) If a Court orders a judicial enquiry pursuant to Section 93 of the Local Electoral Act the Supplier will produce to the Court for this purpose such information, papers and documentation which it has in its possession as the Court may require.
- (c) The terms and conditions, including pricing, on which these procedures will be carried out are to be negotiated and agreed upon by the Supplier and the Council at the time such order is made. If such terms and conditions are unable to be agreed then they will be determined as though there were a dispute and in accordance with clause 9 of this agreement.
- (d) Any services delivered under this clause 7.8 will be valued in accordance with the payments schedule appended as Schedule 4 to this Agreement.

8. Partnering and communication

Council's Representative

- 8.1 The Council is to appoint and replace from time to time as necessary a person as the Council's Representative for this Contract. The Council's Representative at the date of this Contract is the person named in Schedule 1.
- 8.2 The Council's representative will have the roles set out in Schedule 2.
- 8.3 Inquiries about any aspect of this Contract are to be directed in the first instance to the Council's Representative.

Supplier's Representative

- 8.4 The Supplier is to appoint and replace from time to time as necessary a person as the Supplier's Representative for this Contract. The Supplier's Representative at the date of this Contract is the person named in Schedule 1.
- 8.5 The Supplier's Representative will have the roles set out in Schedule 2.
- 8.6 The Council may at any time by notice in writing to the Supplier object on reasonable grounds to the continuance of any person as the Supplier's Representative. The Council's notice shall state the grounds upon which the objection is based. The Supplier shall appoint another competent person to replace the person objected to by the Council.

Progress meetings

- 8.7 Without limiting clause 8.2, the Council's Representative or any other person or persons nominated by Council for the purpose and the Supplier's Representative or any other person or persons nominated by the Supplier for the purpose will hold monthly progress meetings to discuss the performance of this Contract and any issues that may have arisen between the parties.

Key Personnel

- 8.8 The Supplier must use the Key Personnel in performing the Services and must not change or remove Key Personnel without the Council's prior written consent, which will not be unreasonably withheld if the Supplier is able to provide a suitable replacement person in a manner that will not compromise performance of the Services.

Notices

- 8.9 All notices and other communications by one party to the other provided for or permitted under this Contract are to be in writing and sent by registered mail with postage prepaid or by hand delivery or by facsimile to the relevant person at the address or facsimile number set out in Schedule 1 or to such other address or facsimile number as specified by notice in writing by a party to the other.
- 8.10 A communication sent within New Zealand is deemed to be received:
- (a) if sent by hand delivery, on delivery;
 - (b) if sent by registered mail with postage prepaid, on the third (3rd) Business Day after posting;
 - (c) if sent by facsimile, on successful transmission or, if despatched after 5.00 pm, on the next Business Day following the day of despatch.
- 8.11 If a notice, consent, information or request is delivered, or an error free transmission report in relation to it is received on a non-Business Day or after 5.00 pm on a Business Day, it will be deemed as received at 9.00 am on the next Business Day.

Confidentiality

- 8.12 A party shall not (and will ensure that its employees, agents, subcontractors and advisers do not) without the prior written consent of the other party use or disclose to a third party any Confidential Information of the other party. A party will not be in breach where disclosure is made:
- (a) solely for the purpose of the performance of that party's obligations under this Contract;
 - (b) to professional advisers in relation to advice or opinions for the purposes of this Contract; or
 - (c) if required to be disclosed by operation of law or by a court, tribunal or other competent authority.
- 8.13 The obligation in this clause will survive termination or expiry of this Contract and will be enforceable at any time at law or in equity.
- 8.14 On the Council's request the Supplier shall obtain from the Supplier's employees, agents, subcontractors or advisers, and to deliver to the Council, a written confidentiality undertaking in a form acceptable to the Council.
- 8.15 Each party will at any time on request by the other party destroy or return any confidential information of the other party in its possession or under its control.
- 8.16 Nothing in this clause restricts or affects any right, power or duty the Council may have as a territorial authority to disclose or report to any person on this Contract, its terms or the provision of the Services.

- 8.17 The Supplier acknowledges that the Council is subject to the Local Government Official Information and Meetings Act 1987 and may be required to release information about the Services and the Supplier under that Act.

Ownership of information

- 8.18 All information or material produced or acquired by the Supplier in the performance of this Contract is the exclusive property of the Council. The Supplier and its agents, subcontractors and any other party working under its direction, are responsible for ensuring and maintaining the integrity of the material and information and for protecting the Council's investment in information.
- 8.19 On this Contract coming to an end for any reason, the Supplier shall if requested by the Council, immediately deliver to the Council all information held by the Supplier in relation to the Services. The Supplier shall also, if requested, provide reasonable comment or explanation as to that information.
- 8.20 All right, title and interest in intellectual property developed by the Supplier in the course of providing the Services vests exclusively in the Council.

Notification of complaints

- 8.21 The Council will notify the Supplier of complaints from the Council or received by the Council from members of the public relating to the Supplier. The Supplier will notify the Council of complaints received by the Supplier relating to this Contract and report on complaint resolution.

Performance review

- 8.22 The Council may conduct a performance review in respect of the provision of Services by the Supplier.

Audits and inspections

- 8.23 The Council may, in its discretion, appoint an independent party to audit the standard of Services performed by the Supplier. During such audits, the Supplier shall provide the Council or the auditor with such information, assistance and co-operation as is reasonable for the audits to be carried out.

Results of audits, inspections and performance reviews

- 8.24 Where, as a result of any audit, inspection or performance review undertaken by the Council, the Council is not satisfied that the Supplier is adequately performing any aspect of the Services, the Council may, without limiting its other rights and remedies under this Contract:
- (a) notify the Supplier by email or facsimile of its concerns and request that the Supplier remedy any part of the Services not being adequately provided within the time stated in such notice; and/or
 - (b) make an adjustment to the Service Fees in accordance with clause 6.7.

9. Dispute Resolution

- 9.1 Without limiting the application of the clauses below relating to dispute resolution, in the event of a dispute arising under this Contract, the parties shall actively and openly endeavour to amicably settle such dispute themselves, with a view to achieving prompt resolution.
- 9.2 If a dispute arises out of or relates to this Contract, a party to this Contract may not commence any court or arbitration proceedings relating to this dispute unless it has complied with the clauses below relating to dispute resolution (except where the party seeks urgent interlocutory or injunctive relief).
- 9.3 A party claiming that a dispute has arisen must give written notice, within two (2) calendar days of the dispute arising to the other party specifying the nature of the dispute.
- 9.4 On receipt of such notice, the Council's Representative and the Supplier's Representative must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution techniques.
- 9.5 **Dispute resolution escalation:** If the Council's Representative and the Supplier's Representative have not settled the dispute within five (5) Business Days, then that dispute shall be referred to the parties' senior management in an attempt to resolve the dispute by good faith negotiations.
- 9.6 **Mediation:** Any dispute that is not settled by negotiation between the parties' senior management, under clause 9.5 within ten (10) Business Days shall be referred to mediation. The mediator shall be agreed on by the parties, or in the absence of agreement within five (5) Business Days after mediation has been initiated, the mediator shall be appointed by the chair person, or other such senior member, of LEADR (Leading Edge Alternative Dispute Resolvers).
- 9.7 **Arbitration:** If the dispute has not been resolved under clause 9.6 within ten (10) Business Days then either party may by written notice to the other refer the dispute to arbitration in accordance with the Arbitration Act 1996 or any replacement legislation on the following terms:
- (a) a single arbitrator shall be appointed;
 - (b) if the parties fail to agree on an arbitrator, then the President of the New Zealand Law Society shall appoint the arbitrator;
 - (c) the place of arbitration shall be Wellington;
 - (d) no person who has participated in an informal dispute resolution of the dispute shall act as arbitrator;
 - (e) no compromise or settlement offer by a party made prior to the commencement of the arbitration shall be raised by the other party at or during the arbitration;
 - (f) the arbitrator will proceed with the maximum expedition to deliver an award within one (1) month of appointment. The parties shall co-operate fully in this respect;
 - (g) the arbitrator is to have the power to award and assess damages;
 - (h) the parties agree that the arbitrator's decision shall be final and binding and waive any right to appeal against the award or seek judicial review of it in any Court; and

- (i) pending the settlement of the dispute, the parties shall continue to perform all their obligations under this Contract except neither party shall be obliged to pay any money which is the subject of the dispute.

9.8 **Costs:** Each party will bear their own costs relating to the resolution of any dispute. The parties will share equally the fees and associated costs of any mediator or arbitrator. No mediator or arbitrator is permitted to include the apportionment of costs in any decision or award.

10. Force Majeure

10.1 Neither party will be liable for any delay or failure to perform its obligations under this Contract if such delay or failure is the direct result of a Force Majeure Event providing that delay or failure:

- (a) was beyond the reasonable control of that party;
- (b) was not reasonably foreseeable by that party; and
- (c) was not due to an intentional act or omission or failure to exercise due diligence of that party.

10.2 If either party is unable to perform its obligations under this Contract as a direct result of a Force Majeure Event such party must give prompt written notice to the other of such inability, stating the reason and giving details of:

- (a) the causes and likely effect of the Force Majeure Event; and
- (b) that party's estimate of the likely duration of the Force Majeure Event.

10.3 The party relying on the Force Majeure Event must use its best endeavours to:

- (a) minimise the effects of the Force Majeure Event on the other party; and
- (b) perform its obligations under this Contract on time notwithstanding the Force Majeure Event.

10.4 If a delay or failure to perform the party's obligations under this Contract as a direct result of a Force Majeure Event exceeds thirty (30) Business Days then either party may immediately terminate this Contract by giving five (5) Business Days written notice to the other party.

10.5 This clause will not relieve either party from any obligation relating to a period before the Force Majeure Event arose or after it has ended.

11. Performance Notice

11.1 Without limiting the Council's rights under clause 12 and any other rights and remedies available to the Council under this Contract or otherwise, if the Supplier fails to perform the Services or any part of the Services in accordance with this Contract ("Service Failure") the Council may issue a notice to the Supplier detailing the Service Failure and requesting the Supplier to remedy such Service Failure ("Performance Notice").

11.2 The Supplier will, at no cost to the Council, remedy any Service Failure in accordance with the Performance Notice.

12. Early Termination

Conditions For Early Termination

- 12.1 If any of the following events occur, the Council may immediately terminate this Contract by notice in writing to the Supplier:
- (a) the Supplier has a petition presented or an order made or an effective resolution passed or analogous proceedings taken for its bankruptcy, liquidation, dissolution or winding up (except for the purposes of solvent reconstruction);
 - (b) the Supplier has an encumbrancer, receiver, liquidator, trustee or similar officer take possession of, or be appointed with respect to all or any part of its business, assets or undertakings;
 - (c) the Supplier enters into an arrangement or composition with its creditors or any similar arrangement or composition is made under any applicable law or the Council has a reason to believe the Supplier will enter into such an arrangement or composition;
 - (d) the Supplier has breached a warranty given to the Council under this Contract;
 - (e) the Supplier is, in the opinion of the Council, failing in a material respect to perform or comply with its obligations under this Contract;
 - (f) the Supplier repeatedly fails to perform or comply with its obligations under this Contract whether those obligations are minor or significant; or
 - (g) the Supplier has breached this Contract and, if the breach is capable of remedy, the Supplier has not remedied the breach within ten (10) Business Days after receiving notice from the Council requiring that the breach be remedied or where such notice contains any other time by which the breach must be remedied by the time stated in that notice.
- 12.2 The Council may terminate this Contract without cause at any time by giving the Supplier at least one (1) month's prior written notice.
- 12.3 If there is a reorganisation of local government in the Wellington region that materially alters the scope, nature, operations or timing of local government election services or if there is a fundamental change to local government organisations in the Wellington region, the Council may terminate this Contract by giving the Supplier at least one (1) month's prior written notice.

Consequences of termination

- 12.4 Without limiting any other rights and remedies of the Council, on termination of this Contract (whether at the end of the Term or otherwise) the Supplier shall:
- (a) as requested by the Council, wind down the provision of the Services over a period of time agreed by the parties to allow for the orderly transition of the Services to the Council and/or any nominated alternative supplier;
 - (b) in addition to its obligations under clause 8.19, provide such information and assistance as the Council requires to allow the Council to make an orderly transition of all or any of the Services to the Council and/or any nominated alternative supplier; and

- (c) as requested by the Council, use its best endeavours to transfer to the Council the benefits of all subcontracts that it has entered into and/or licences that it has been granted which relate to the Services or are otherwise required for the provision of the Services.

13. Insurance, liability and indemnity

Public liability insurance

- 13.1 The Supplier shall effect public liability insurance for the amount set out in Schedule 1 for any one claim or series of claims arising out of the same occurrence with no limit on the total number of occurrences payable.
- 13.2 All public liability insurance effected by the Supplier must cover liability for loss or damage to any property, injury or death or illness to any person occurring anywhere in New Zealand arising out of the performance of the Services.

Professional indemnity insurance

- 13.3 The Supplier shall also effect in its own name professional indemnity insurance for all legal liability for the amount set out in Schedule 1 for any one claim. The Supplier shall arrange and keep the professional indemnity insurance cover in force for six (6) years after the expiry of this Contract.

General insurance provisions

- 13.4 All insurance effected by the Supplier must be in place prior to the commencement of the Services and be maintained until the completion of the Services, provided that:
 - (a) if a claim is made and accepted, the amount of cover shall automatically be reinstated to the full cover required by this Contract;
 - (b) the insurance shall not be cancelled for non payment of premiums without five (5) Business Days prior notification by the insurer in writing to the Council and to the Supplier; and
 - (c) it is effected with reputable insurers acceptable to the Council and on terms approved by the Council. The Council's approval shall not be unreasonably withheld.
- 13.5 At the time of commencement of this Contract, the Supplier shall provide to the Council:
 - (a) a copy of the public liability and professional indemnity policies taken out by the Supplier; and
 - (b) a certificate from the insurer(s) that insurances are in place.
- 13.6 If the Supplier fails to arrange or keep in force any insurance required by this Contract, the Council may after notifying the Supplier in writing:
 - (a) arrange new insurance which complies with the requirements of this Contract; or
 - (b) take such steps as are necessary to keep the Supplier's insurances in place.
- 13.7 All premiums paid by the Council under clause 13.6 shall be reimbursed by the Supplier to the Council. Such amounts shall be paid by the Supplier immediately on receipt of written request from the Council.

Indemnity

- 13.8 The Supplier shall be liable for and shall indemnify the Council against each liability, expense, loss, cost, claim or damage (including legal fees on a solicitor and client basis and debt collection fees) incurred by the Council which arises directly or indirectly from:
- (a) the negligence, wilful act or omission or breach of this Contract by the Supplier or its employees, agents, subcontractors or advisers; or
 - (b) any breach of any warranty given by the Supplier under this Contract.
- 13.9 The Supplier's obligations under this clause survive termination or expiry of this Contract.

14. No agency, employment contract or partnership

- 14.1 Nothing in this Contract constitutes the parties as partners or as agents for each other. No party has any authority to bind the other or act on its behalf except to the extent expressly provided for by this Contract.
- 14.2 The parties expressly acknowledge that this is not a contract of employment but rather requires the Supplier to supply specific services as an independent contractor.
- 14.3 The Council shall not be liable for any corporate, personal, withholding taxes or other taxes and levies in respect of the Supplier, its employees, or subcontractors (except as set out in this Contract). The Supplier shall indemnify the Council for any claim upon it by the Inland Revenue Department for any such corporate, personal, withholding taxes or other taxes or levies which should have been paid in respect of the Supplier, its employees or subcontractors (except as set out in this Contract).

15. Entire agreement

- 15.1 This Contract (including all the Schedules and attachments) records the entire arrangement between the parties relating to the provision of the Services and supersedes all previous arrangements, whether written, oral or both.
- 15.2 Notwithstanding clause 15.1, the rights of the parties under this Contract are cumulative and not exclusive of any rights provided or implied by custom or law.
- 15.3 In the event of any conflict and/or ambiguity between the conditions of this Contract and the Schedules (or between any of the Schedules) the following rules of precedent shall apply:
- (a) the general conditions (all clauses of this Contract) shall take precedence over all Schedules
 - (b) Schedules 1, 2 and 3 shall take precedence between each with Schedule 1 being first and Schedule 3 being last; and
 - (c) Appendices A, B and C in Schedule 3 shall take precedence between each other with Appendix A being first and Appendix C being last.

16. General

- 16.1 **Assignment:** The Supplier may not assign its interests under this Contract or any part of it without the prior written consent from the Council such consent. The assignment or transfer of shares in or the restructuring of the Supplier so that effective management or control of the Supplier passes to persons other than those holding it at the date of this Contract will be an assignment of this Contract for the purpose of this clause.

- 16.2 **Amendment:** This Contract cannot be amended, modified, varied or supplemented except in writing signed by the duly authorised representatives of the parties.
- 16.3 **Severance:** The illegality, invalidity or unenforceability of any provision in this Contract will not affect the legality, validity or enforceability of any other provisions.
- 16.4 **Waiver:** A party shall not be deemed to have waived a right under this Contract except by notice in writing signed by that party. No waiver of any breach of this Contract is a waiver of any other or subsequent breach. No failure of a party to enforce any right under this Contract is a waiver of that right.
- 16.5 **Time of essence:** Time is of the essence for the performance by the Supplier of the Services.
- 16.6 **Costs:** Each party shall bear its own cost incurred in the preparation and execution of this Contract.
- 16.7 **The Council as a territorial authority:** The Supplier acknowledges that the Council is the territorial authority for the area in which the Services are to be provided and that the terms of this Contract shall not restrict or affect in any way the manner in which the Council may act in the exercise of its statutory rights, powers and duties as the territorial authority. The Supplier shall not be entitled to any compensation for loss or damage suffered as a result of the Council properly exercising its statutory rights, powers or duties as the territorial authority.
- 16.8 **Governing law and jurisdiction:** The law applicable to this Contract and any matters arising out of it shall be the law of New Zealand. In executing this Contract the parties submit to the non-exclusive jurisdiction of the Courts of New Zealand.
- 16.9 **Publicity:** The Supplier must not make any public announcement or representation to any media representative about this Contract or anything in relation to it without the Council's written consent.
- 16.10 **Survival:** The clauses in this Contract relating to indemnity, confidentiality, intellectual property and limitation of liability survive the termination of this Contract.
- 16.11 **Not binding until executed:** This Contract shall not be binding on the Council until it has been duly executed by the Council.

17. Definitions

- 17.1 In this Contract, unless the context otherwise requires:
- (a) **Business Day** means a day (except Saturday and Sunday and public holidays in Wellington) on which banks are open for general banking business in Wellington;
 - (b) **Commencement Date** means the commencement date set out in Schedule 1;
 - (c) **Confidential Information** of a party means any information relating to that party's business and employees which comes into the possession of the other party as a result of this Contract or the performance of this Contract but excludes information which is:
 - generally available to the public (but not because the other party has disclosed it or allowed it to be disclosed); or
 - independently developed by the other party or a third party;
 - (d) **Contract** means the terms and conditions recorded in this document, including the Schedules, attachments and any documents incorporated by reference;

- (e) **Fees** means the payments and charges set out in Schedule 1;
- (f) **Force Majeure Event** means:
- earthquake (including fire following);
 - war and other hostilities;
 - terrorism or sabotage;
 - ionising radiation or contamination from radioactivity;
 - rebellion, revolution, military or usurped power or civil war; or
 - tempest or flood,
- relied on by one of the parties to this Contract as a force majeure event.
- (g) **Key Personnel** means the Supplier's key personnel listed in Schedule 1;
- (h) **Performance Requirements** means the performance requirements and reporting requirements specified in Schedule 3;
- (i) **Schedules** means all the schedules (and appendices to those schedules) attached to this Contract which form part of the Contract;
- (j) **Services** means the services referred to in Schedule 1 and specified in Schedule 2, together with all other services required to be provided by the Supplier to the Council under this Contract and all services incidental to, or necessary for, the performance of those services;
- (k) **Supplier's Tender** means the tender for election processing services submitted by the Supplier and dated 24 July 2020.
- (l) **Term** means the initial term set out in Schedule 1, and any extended term agreed under clause 1.
- (m) The singular includes the plural (and vice versa) and a gender includes each other gender.
- (n) References to a party include that party's successors and permitted assigns or transferees.

18. Novation

- 18.1 In the event of a restructure of the Council's business such that responsibility for the Services is transferred from the Council to another entity, the Council will give the Supplier a Notice. The Supplier agrees to the Council novating this Contract so that the entity with responsibility for the Services replaces the Council under this Contract as if that entity were an original party to this Contract.

EXECUTION

Dated this 21st day of OCTOBER, 2020

Signed on behalf of Wellington City Council	
<p>By:</p> <p><u>[Signature]</u> Authorized signatory</p> <p><u>BARBARA MCKERROW</u> Authorized signatory name</p> <p><u>CHIEF EXECUTIVE</u> Authorized signatory designation</p>	<p>In the presence of:</p> <p><u>[Signature]</u> Witness signature</p> <p><u>LINDA VERULA</u> Witness name</p> <p><u>EXECUTIVE ASSISTANT</u> Occupation</p> <p><u>WELLINGTON</u> Address</p>
Signed by Electionz.com Limited	
<p>By:</p> <p>_____ Authorized signatory</p> <p>_____ Authorized signatory name</p> <p>_____ Authorized signatory designation</p>	<p>In the presence of:</p> <p>_____ Witness signature</p> <p>_____ Witness name</p> <p>_____ Occupation</p> <p>_____ Address</p>

Schedule 1 – Confirmation of Contract

Services:	The services required are provision of election processing and electoral officer (EO) support services as described in Schedule 2.	
Commencement Date:	This contract commences on the day it is signed by both parties.	
Term:	Six (6) years from the Commencement Date. Plus a maximum further three periods of twelve (12) months at the Council's discretion.	
Fees:	As per the Supplier's Proposal attached as Schedule 2.	
Payment:	As per clause 6 of this Contract, the Supplier's Proposal attached as Schedule 2, and the Payments Schedule at Schedule 4.	
Minimum insurance:	[REDACTED]	
Council:	Representative:	Address for notices:
	Jennifer Parker Manager, Democracy Services Ph: [REDACTED]	Wellington City Council 113 The Terrace PO Box 2199 Wellington 6140 New Zealand
Supplier:	Representative:	Address for notices:
	Warwick Lampp Chief Returning Officer – Business Development Manager Ph: [REDACTED]	Electionz.com Unit 3, 3 Pukaki Road Christchurch 8140 New Zealand
	Key Personnel: Steve Kilpatrick, Managing Director Ph: [REDACTED] Anthony Morton Ph: [REDACTED] Michele Day Ph: [REDACTED] Isiah Roberts Ph: [REDACTED]	
Important Council information:	Health and Safety policy Risk & assurance Policy Relevant SOLGM policies, including the SOLGM Code of Good Practice.	

Schedule 2 – Detailed scope of Service

The scope of Services are as detailed in:

- Schedule 2 – Appendix A - Council's Request for Proposals
- Schedule 2 – Appendix B - Supplier's Proposal for Election Services

Schedule 2 - Appendix A - The Council’s Request for Proposals

[Separate Document – “Wellington City Council Request for Proposals”, released 25 June 2020.]

Schedule 2 - Appendix B - The Supplier's Proposal

[Separate Document – "electionz.com 2022-2025 Triennial Elections Proposal for Election Services" dated 24 July 2020.]

Schedule 3 – Performance and Reporting Requirements

The performance and reporting requirements are as detailed in:

- Schedule 1 – Appendix A – Council’s Request for Proposals,
- Schedule 2 – Appendix B – The Supplier’s Proposal; and
- and any performance and reporting requirements subsequently agreed to between the Council and the Supplier.

Schedule 4 – Payments Schedule

Payments due under this Agreement will be paid at the time and manner as described in this schedule, subject to the terms and conditions of this Agreement.

1. [REDACTED] on invoice upon signing of the election services contract by 30 September 2020. *To be paid on 20 October 2020.*
2. [REDACTED] on invoice on 28 February 2022. *To be paid on 20 March 2022.*
3. [REDACTED] on invoice on 31 March 2022. *To be paid on 20 April 2022.*
4. [REDACTED] on invoice on 30 April 2022. *To be paid on 20 May 2022.*
5. [REDACTED] on invoice on 31 May 2022. *To be paid on 20 June 2022.*
6. [REDACTED] on invoice on 30 June 2022. *To be paid on 20 July 2022.*
7. [REDACTED] on invoice on 31 July 2022. *To be paid on 20 August 2022.*
8. [REDACTED] on invoice on 31 August 2022. *To be paid on 20 September 2022.*
9. [REDACTED] on invoice on 30 September 2022. *To be paid on 20 October 2022.*
10. [REDACTED] on invoice on 31 October 2022. *To be paid on 20 November 2022.*
11. [REDACTED] on invoice on 30 November 2022. *To be paid on 20 December 2022.*
12. [REDACTED] per election helpline call received each month. *To be paid on invoice monthly.*
13. Plus all actual 3rd party costs incurred for, insurance, SOLGM ratepayer enrolment campaign, legal fees, public notices, courier costs, electoral roll printing, printing of voting documents, postage (outgoing and return), and other miscellaneous 3rd party costs as agreed by both parties. *To be paid on invoice by the 20th of the month following incurring of the expenditure.*

If instructed to do so by the Council, time required to attend presentations, court hearings, legal matters, prepare court documents (eg recount application response), major election offences, or Council meetings throughout the election process will be charged at \$ [REDACTED] per hour plus GST.

Travel, accommodation and hours have not been included for:

- Post election court action or legal representation or preparing court documents
- Investigation of major offences, complaints by candidates or electors, candidate campaigning issues etc
- Attendance at any Council meetings
- Any legal costs incurred in the running of the election.

If required, hours will be charged at \$ [REDACTED] per hour plus GST, and travel and accommodation, if any, at cost, to be shared between Councils in common electoral regions, as appropriate.

All costs exclude GST.

From: [Jennifer Parker](#)
To: [Warwick Lampp](#)
Subject: FW: Illegal erection? Election signage
Date: Monday, 27 June 2022 3:30:11 pm
Attachments: [image004.png](#)
[image005.png](#)
[image006.png](#)

See the complaint below

Ngā mihi
Jennifer

Jennifer Parker

(Pronouns: She/Her)

Kaiwhakahaere Ratonga Manapori & Āpiha Pōtitanga Tuarua | Manager of Governance and
Democracy Services & Deputy Electoral Officer | Strategy & Governance | Wellington City Council

P 04 801 3167 | M [REDACTED]

E jennifer.parker@wcc.govt.nz | W Wellington.govt.nz |

Enrol to vote or update your details at vote.nz!

The information contained in this email is privileged and confidential and intended for the addressee only.

If you are not the intended recipient, you are asked to respect that confidentiality and not disclose, copy or make use of its contents.

If received in error you are asked to destroy this email and contact the sender immediately. Your assistance is appreciated.

**Absolutely Positively
Wellington City Council**

Me Heke Ki Pōneke

From: Simone Borgstede <Simone.Borgstede@wcc.govt.nz>
Sent: Monday, 27 June 2022 2:51 pm
To: Jennifer Parker <Jennifer.Parker@wcc.govt.nz>; Sean Johnson <Sean.Johnson@wcc.govt.nz>
Cc: Seamus Boyer <Seamus.Boyer@wcc.govt.nz>; Fiona Bailey <Fiona.Bailey@wcc.govt.nz>
Subject: Illegal erection? Election signage

Kia ora kōrua

Paul Eagle has a large electronic sign on Brandon Street and people on Twitter are concerned that it is too early to be erecting signs.

They are referring to this webpage which states that even on private property, the timeframe is 27 August to 8 October.

<https://wellington.govt.nz/your-council/elections/2022-elections/information-for-candidates/election-signage>

Someone has already called in a complaint so I thought I should give you a heads up.



Rustie @rustie5555 · 3h

How very dare he appropriate Orange Guy orange.



Bennett @bennettLmorgan · 3h

Was just sent this lol that was quick



<https://twitter.com/MotherOfMeeps/status/1541249375284133888>

Ngā mihi nui,

Simone Borgstede

Kaitohutohu Pāhopori | Senior Social Media Advisor | Communications & Engagement | Wellington City Council

M [REDACTED] E simone.borgstede@wcc.govt.nz | W Wellington.govt.nz |

The information contained in this email is privileged and confidential and intended for the addressee only.

If you are not the intended recipient, you are asked to respect that confidentiality and not disclose, copy or make use of its contents.

If received in error you are asked to destroy this email and contact the sender immediately. Your assistance is appreciated.

**Absolutely Positively
Wellington City Council**

Me Heke Ki Pōneke

From: [Jennifer Parker](#)
To: [Warwick Lampp](#)
Subject: Election signs
Date: Monday, 27 June 2022 4:14:00 pm
Attachments: [image001.jpg](#)

<https://wellington.govt.nz/-/media/certificates-and-licences/signs-and-posters/files/guidelines-for-temporary-signs-in-public-places-2017.pdf?la=en&hash=017AC4CB31C560278EFD4A3AA8CC335B5764CA5E>

Ngā mihi
Jennifer

Jennifer Parker

(Pronouns: She/Her)

Kaiwhakahaere Ratonga Manapori & Āpiha Pōtitanga Tuarua | Manager of Governance and Democracy Services & Deputy Electoral Officer | Strategy & Governance | Wellington City Council
P 04 801 3167 | M [REDACTED]

E jennifer.parker@wcc.govt.nz | W Wellington.govt.nz |

Enrol to vote or update your details at vote.nz!

The information contained in this email is privileged and confidential and intended for the addressee only.

If you are not the intended recipient, you are asked to respect that confidentiality and not disclose, copy or make use of its contents.

If received in error you are asked to destroy this email and contact the sender immediately. Your assistance is appreciated.



From: [Jennifer Parker](#)
To: [Warwick Lampp](#)
Subject: FW: Embassy billboard - Paul Eagle
Date: Tuesday, 5 July 2022 4:13:52 pm

Kia ora Warwick
See below - can you please provide your view?

Ngā mihi
Jennifer

Jennifer Parker

(Pronouns: She/Her)

Kaiwhakahaere Ratonga Manapori & Āpiha Pōtitanga Tuarua | Manager of Governance and
Democracy Services & Deputy Electoral Officer | Strategy & Governance | Wellington City Council

P 04 801 3167 | M [REDACTED]

E jennifer.parker@wcc.govt.nz | W Wellington.govt.nz |

Enrol to vote or update your details at vote.nz!

The information contained in this email is privileged and confidential and intended for the addressee only.

If you are not the intended recipient, you are asked to respect that confidentiality and not disclose, copy or make use of its contents.

If received in error you are asked to destroy this email and contact the sender immediately. Your assistance is appreciated.

**Absolutely Positively
Wellington City Council**

Me Heke Ki Pōneke

From: Barbara McKerrow <Barbara.Mckerrow@wcc.govt.nz>
Sent: Tuesday, 5 July 2022 3:33 pm
To: Siobhan Procter <Siobhan.Procter@wcc.govt.nz>
Cc: Peter Brennan <Peter.Brennan@wcc.govt.nz>; Sehai Orgad <Sehai.Orgad@wcc.govt.nz>;
Stephen McArthur <Stephen.McArthur@wcc.govt.nz>; Jennifer Parker
<Jennifer.Parker@wcc.govt.nz>
Subject: RE: Embassy billboard - Paul Eagle

See below Stephen/Jennifer

Can this matter please be referred to the electoral officer for consideration.

Ngā mihi,
Barbara

The information contained in this email is privileged and confidential and intended for the addressee only.

If you are not the intended recipient, you are asked to respect that confidentiality and not disclose, copy or make use of its contents.

If received in error you are asked to destroy this email and contact the sender immediately. Your assistance is appreciated.

From: Siobhan Procter <Siobhan.Procter@wcc.govt.nz>
Sent: 05 July 2022 15:21
To: Barbara Mckerrow <Barbara.Mckerrow@wcc.govt.nz>
Cc: Peter Brennan <Peter.Brennan@wcc.govt.nz>; Sehai Orgad <Sehai.Orgad@wcc.govt.nz>
Subject: FW: Embassy billboard - Paul Eagle

Hi Barbara

See below – this relates to a billboard that is displayed on the Embassy’s digital billboards.

You happy for us to proceed in asking Rex to remove them on the basis that we don’t think a Council owned building should be used to promote any elected representative?

Thanks

Siobhan

From: Peter Brennan <Peter.Brennan@wcc.govt.nz>
Sent: Tuesday, July 5, 2022 1:56 PM
To: Siobhan Procter <Siobhan.Procter@wcc.govt.nz>
Subject: Embassy billboard - Paul Eagle

Hi

[Redacted]

- [Redacted]
- [Redacted]

[Redacted]

Do you want me/you to advise Barbara before contacting Rex (given she sought previous legal advice on the non Council building) – might be worth letting her know this is different given we are acting under the lease rather than election policy.

Cheers

Peter

From: [Sean Johnson](#)
To: [Dion Holswich](#); [Warwick Lampp](#); [Jennifer Parker](#)
Subject: RE: Candidate handbooks - Wellington City Council
Date: Wednesday, 29 June 2022 3:56:30 pm
Attachments: [image003.png](#)
[Election Signs section changes.docx](#)
[LGE2022 Wellington CC - Candidate Handbook v12.pdf](#)

Kia ora Dion,

Again, hopefully the last changes for now. There are some as sticky notes and then a rewording in the attached word file of the election signs section.

Jen and Warwick, these changes are to provide clarity around the sign rules, and also update for the new authorisation statement rules which are currently just awaiting royal assent.

I think that we can publish once we have this change through.

Ngā mihi nui,

Sean Johnson

(Pronouns: He/Him)

Democracy Team Leader | Strategy & Governance | Wellington City Council

M  E sean.johnson@wcc.govt.nz | W Wellington.govt.nz |

Enrol to vote or update your details at vote.nz!

The information contained in this email is privileged and confidential and intended for the addressee only. If you are not the intended recipient, you are asked to respect that confidentiality and not disclose, copy or make use of its contents.

If received in error you are asked to destroy this email and contact the sender immediately. Your assistance is appreciated.

**Absolutely Positively
Wellington City Council**

Me Heke Ki Pōneke

From: Dion Holswich <dholswich@electionz.com>
Sent: Monday, 27 June 2022 6:08 pm
To: Sean Johnson <Sean.Johnson@wcc.govt.nz>; Warwick Lampp <wlampp@electionz.com>; Jennifer Parker <Jennifer.Parker@wcc.govt.nz>; Verity Schommer <Verity.Schommer@wcc.govt.nz>
Subject: RE: Candidate handbooks - Wellington City Council

I have loaded a new version (v12) to the resource page with these changes.

Regards

Dion

From: Sean Johnson <Sean.Johnson@wcc.govt.nz>
Sent: Monday, 27 June 2022 5:08 pm
To: Warwick Lampp <wlampp@electionz.com>; Jennifer Parker <Jennifer.Parker@wcc.govt.nz>; Verity Schommer <Verity.Schommer@wcc.govt.nz>

Cc: Dion Holswich <dholswich@electionz.com>

Subject: RE: Candidate handbooks - Wellington City Council

Kia ora Warwick, thanks for that.

Dion, please see attached with what should be the last changes that have come through from steering group.

Although it may need another tweak when we get the law change through about authorisation statements.

Ngā mihi nui,

Sean Johnson

(Pronouns: He/Him)

Democracy Team Leader | Strategy & Governance | Wellington City Council

M [REDACTED] **E** sean.johnson@wcc.govt.nz | **W** Wellington.govt.nz |

Enrol to vote or update your details at vote.nz!

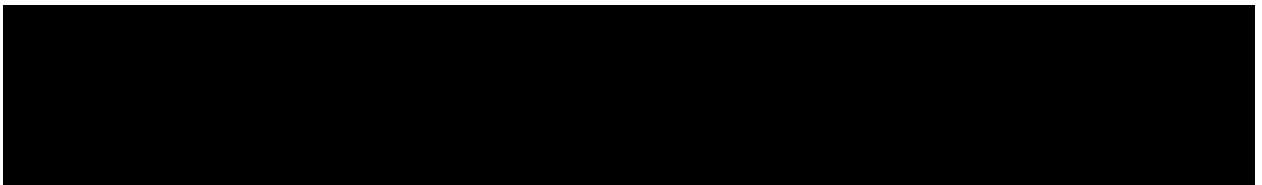
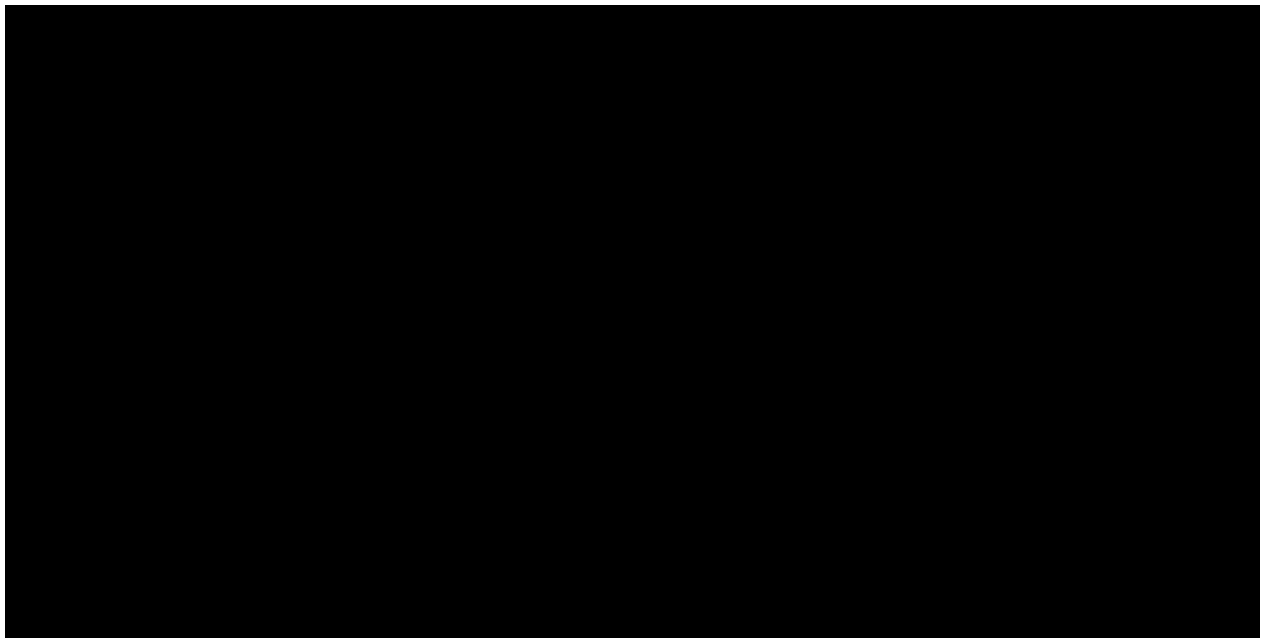
The information contained in this email is privileged and confidential and intended for the addressee only.

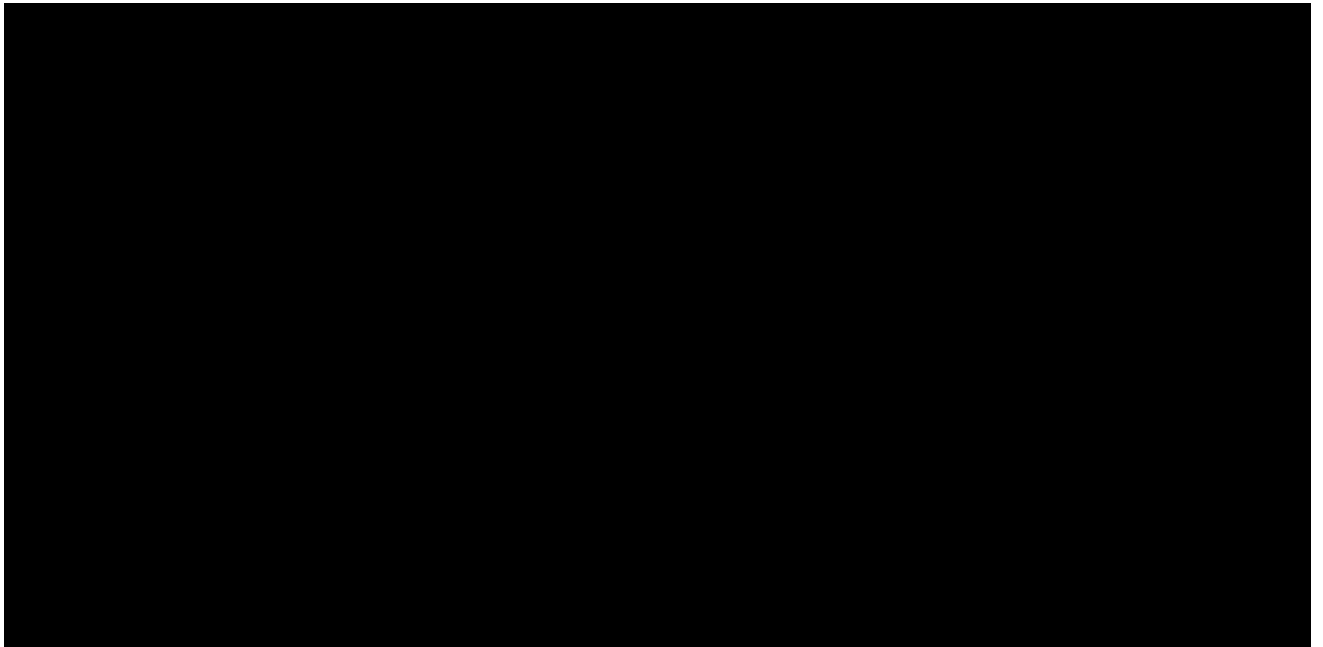
If you are not the intended recipient, you are asked to respect that confidentiality and not disclose, copy or make use of its contents.

If received in error you are asked to destroy this email and contact the sender immediately. Your assistance is appreciated.

**Absolutely Positively
Wellington City Council**

Me Heke Ki Pōneke





Ngā Tohu Pōti

Election Signs

An electoral sign is any sign that promotes the election of a candidate or party. All election signs are considered temporary signs under the District Plan. Such temporary signs are subject to the Council's Public Places Bylaw (Wellington Consolidated Bylaw 2008, Part 5) and District Plan requirements.

Council Guidelines for Temporary Signs in Public Areas

In order to erect hoardings in public places, written approval must be obtained from Wellington City Council in accordance with clause 9 of the Public Places Bylaw. Wellington City Council has prepared in advance a list of public sites for where approval to erect signs may be granted. Any approval granted will be subject to conditions which reflect the guidelines below.

To apply to erect electoral signs on land owned by Wellington City Council, see <https://wellington.govt.nz/your-council/elections/2022-elections/information-for-candidates/election-signage>

It is an offence under the Local Government Act 2002 to breach a Council bylaw.

Candidates placing electoral signs in public areas should be aware of the following guidelines:

- The signs must be soundly constructed, not exceed an area of 3 square meters and a maximum height of 4 meters, and be securely fixed and braced in place clear of mown areas.
- Road signs or street nameplates must not be obscured.
- Signs must be sited as not to distract or obstruct driver or pedestrian visibility.
- Signs must not be placed closer than 6 meters from an intersection and must be placed at a greater distance if visibility for pedestrians or drivers is obscured.
- Unless otherwise stated, signs must not be placed closer than 1.5 meters from the edge of the road and must be clear of all pedestrian routes and accessways.
- Signs must not be erected earlier than 6 weeks prior to the day voting closes and must be removed from all sites the day before voting closes. For this election, the first day a sign may be erected is Saturday 27 August and signs must be removed by 11:59pm, Friday 7 October.
- Should any sign or hoarding suffer damage, it must be repaired immediately or removed from the site.
- All signs must contain an authorisation statement as per section 113 of the Local Electoral Act 2001.

Election Signage on Private Property

Signs should only be erected on private property (including fences) with the consent of the property owner and kept within the confines of that property. Signs on private land are subject to the Council's District Plan requirements.

The same guidelines with respect to area (3 square meters), height (4 meters above the ground) and timeframes (Saturday 27 August until Friday 7 October) apply to electoral signs on private property.

All signs must contain an authorisation statement as per section 113 of the Local Electoral Act 2001.

Content of Election Signs

Queries regarding content of election signs including authorisations are to be made to the Electoral Officer.

The Electoral Officer will make a candidate aware of any campaign material that does not have an appropriate authorisation.

Queries regarding the placement, size, construct, size of lettering or non-compliant signs are to be made to Council's resource management department.

Such complaints may result in the sign being removed by Council staff.



#LOCAL ELECTIONS



**STAND
FOR PŌNEKE**

Pukapuka Aratohu Kaitonopōti Candidate Handbook

Disclaimer: Every effort has been made to ensure that the information contained in this booklet is accurate and consistent with the Local Electoral Act 2001 and its amendments and regulations. Wellington City Council takes no responsibility for any errors or omissions. It is recommended that candidates obtain a full copy of the Act, which can be purchased from any Government Bookstore or viewed on-line at www.legislation.govt.nz.

He Ihirangi

Contents

Whakaupoko	
Introduction	4
Ngā Kaimahi Pōti	
Electoral Staff	4
Wātaka Pōti	
Election Timetable	5
Ngā Take Pōti	
Election Issues	6
Ngā Whakamahuki ā ngā Pou Kaunihera	
City Leaders Information	8
Hutt Mana Charitable Trust	13
Pūnaha Pōti	
Electoral Systems	14
Rārangi Pukapuka Pōti	
Electoral Roll	15
Te Raupapa Kaitono	
Order of Candidate Names	15
Māori Rohe Pōti	
Māori Wards or Constituencies	16
Te Paearu Kaitono	
Candidate Eligibility	17
Te Pūnaha Tautapa	
Nominations	18
Te Maunu Kaitono	
Candidate Withdrawals	19
Ngā Kōrero Whaitake a te Kaitono	
Candidate Profile Statements	20
Whakahaeretia, Rauemi Kaunihera, Pae Pāpāho Pāpori	
Campaigning, Council Resources and Social Media	22
Ngā Tohu Pōti	
Election Signs	28
Pōtitanga, Hātepe Pōti, Otinga Pōtitanga me ngā Pūrongorongo	
Voting, Vote Processing, Election Results and Recounts	30
Ngā Mahere ā Rohe	
City Maps	32
Appendix 1	
Ngā Kōrero Whaitake o ngā Kaitono	
Candidate Profile Statements	42
Appendix 2	
Whakahokia o ngā Pōtitanga Koha Utu Whakahaere	
Return of Electoral Donations and Expenses	43
Appendix 3	
Ngā Koha me ngā Utu Whakahaere Pōti	
Electoral Expenses and Donations	44
Appendix 4	
Ngā Kaititiro	
Scrutineers	47
Appendix 5	
Whakaritenga o ngā Kaititiro	
Appointment of Scrutineers	50
Appendix 6	
Ngā Hēanga Pōtitanga	
Election Offences	51

Whakaupoko Introduction

Thank you for your interest in the 2022 Local Authority Elections. This handbook outlines information you need to know as a candidate in the 2022 Elections.

The elections will be conducted by postal vote with voting closing on Saturday 8 October at 12 noon.

The elections are governed by the following legislation namely:

- Local Electoral Act 2001
- Local Electoral Regulations 2001
- Local Government Act 2002

The key contact details are listed below.

Candidates are advised to familiarise themselves with the relevant legislation.

Ngā Kaimahi Pōti Electoral Staff

Wellington City Council - (WCC)

Electoral Officer (EO)

Warwick Lampp, electionz.com Ltd, PO Box 3138, CHRISTCHURCH 8140.

☎ 0800 666 048

✉ wellingtoncc@electionz.com

Deputy Electoral Officer (DEO)

Jennifer Parker, Wellington City Council, PO Box 2199, 113 The Terrace, WELLINGTON 6140.

☎ 021 564 843

✉ election@wcc.govt.nz

Hutt Mana Charitable Trust - (HMCT)

Electoral Officer

Warwick Lampp, electionz.com Ltd, PO Box 3138 Christchurch 8140.

☎ 0800 666 048

✉ hmct@electionz.com

Greater Wellington Regional Council - (GWRC)

Electoral Officer

Warwick Lampp, electionz.com Ltd, PO Box 3138, CHRISTCHURCH 8140.

☎ 0800 666 048

✉ gwrc@electionz.com

Wātaka Pōti

Election Timetable

2022 Local Government Election Timetable	
From 13 July (Wednesday)	Public notice of election – Council website and Dominion Post
15 July (Friday)	Nominations open. Electoral roll open for inspection
19 July (Tuesday)	Candidate Information Presentation. See details below
12 August (Friday)	Nominations close at 12 noon. Electoral roll closes
From 17 August (Wednesday)	Further public notice of election – Council website and Dominion Post
From 27 August (Saturday)	Election signs (hoardings) can be displayed
12 September (Monday)	Electoral Officer compiles and certifies final electoral roll
16 September (Friday)	Enrolment Services letter sent to electors on unpublished roll Delivery of ordinary voting documents starts Ordinary and special voting opens
16 September to 8 October	Voting period
7 October (Friday)	Last day for appointment of scrutineers - by 12 noon
8 October (Saturday)	Election Day - voting closes at 12 noon Progress results available as soon as practicable after close of voting Election signs (hoardings) must be removed - by midnight
8 October to 13 October	Official count – process special votes
13 October to 23 October (as soon as practicable)	Final results announced Public notice of official declaration of election result – Council website and Dominion Post
By 14 December (Wednesday)	Return of election expense declaration forms (55 days after date of declaration of results)

Candidate Information Presentation

A presentation on standing for council will be given in Whataitai/room 16.11, Level 16, Wellington City Council offices at 113 The Terrace at 5.30pm on Tuesday, 19 July 2022. Items to be covered will include how the council is structured, the role and responsibilities of elected representatives, the skills required, anticipated time commitments and meeting schedules and an overview of the nomination and election processes.

For further information please contact Jennifer Parker on 021 564 843 or election@wcc.govt.nz.

Governance in a COVID-19 Environment

Local authorities are currently operating within a COVID-19 environment and have plans and policies to allow them to do that. Those policies extend to how their staff and elected representatives work and interact with their fellow staff, elected members, citizens and the public and will be tailored to meet any changing access requirements.

Wellington City Council's current COVID-19 operating plan can be viewed from:

<https://wellington.govt.nz/news-and-events/news-and-information/civil-emergency-news-and-information/covid-19>

Candidates should familiarise themselves with this plan and regularly check to see if the plan is amended to ensure they are aware of any provisions that may effect:

- lodging a nomination
- campaigning activity
- accessing special votes
- how they would carry out their roles if elected.

Ngā Take Pōti Election Issues

Elections will be held in October for the following issues:

Wellington City Council - (WCC)

Election of the mayor.

Election of fifteen (15) councillors as follows:

Motukairangi/Eastern General Ward	three (3) councillors
Paekawakawa/Southern General Ward	two (2) councillors
Pukehinau/Lambton General Ward	three (3) councillors
Takapū/Northern General Ward	three (3) councillors
Te Whanganui-a-Tara Māori Ward	one (1) councillor
Wharangi/Onslow-Western General Ward	three (3) councillors

Election of six (6) members for the Mākara-Ōhāriu Community Board.

Election of six (6) members of the Tawa Community Board.

Greater Wellington Regional Council - (GWRC)

Election of five (5) members to represent the Wellington Constituency.

Election of two (2) members to represent the Porirua-Tawa Constituency.

There is a separate candidate handbook for the GWRC election available from the GWRC electoral officer, Warwick Lamm. See Electoral Staff section for contact details.

Hutt Mana Charitable Trust - (HMCT)

Election of one (1) trustee to represent North Wellington on the Trust.

Formed following the dissolution of the Hutt Mana Energy Trust in 2004, the Hutt Mana Charitable Trust has the following objectives:

1. The promotion of energy efficiency, including assisting with the insulation of existing homes so they use less power to keep warm.
2. Supporting the community through grants and building capacity in the voluntary sector.

Refer to page 13 for more information on this election.

Ward	Suburbs within each ward
Motukairangi/Eastern General	Roseneath, Hataitai, Kilbirnie, Melrose, Lyall Bay, Houghton Bay, Rongotai, Miramar, Maupuia, Karaka Bays, Seatoun, Breaker Bay, Moa Point, Strathmore Park
Paekawakawa/Southern General	Mornington, Vogeltown, Kingston, Owhiro Bay, Island Bay, Berhampore, Newtown, Southgate, Brooklyn
Pukehinau/Lambton General	Thorndon, Pipitea, Wellington Central, Kelburn, Highbury, Aro Valley, Te Aro, Mt Cook, Mt Victoria, Oriental Bay
Takapū/Northern General	Grenada North, Takapū Valley, Tawa, Granada Village, Glenside, Horokiwi, Churton Park, Newlands, Paparangi, Woodridge, Johnsonville, Ōhāriu
Te Whanganui-a-Tara Māori	The Māori electoral population.
Wharangi/Onslow-Western General	Ngauranga, Broadmeadows, Khandallah, Ngaio, Crofton Downs, Kaiwharawhara, Mākara, Mākara Beach, Karori, Northland, Wilton, Wadestown

Capital & Coast District Health Board- (CCDHB)

The Government is in the process of transferring delivery of health and disability care to a new organisation - Health New Zealand. That transfer is expected to be completed by 30 June 2022 meaning DHB elections will no longer be required. Further information about the work and progress of the health reforms is available on the Department of the Prime Minister and Cabinet website under the work of the Transition Unit: www.dpmc.govt.nz/our-business-units/transition-unit

Population Statistics

Source (January 2022): Statistics NZ population estimates as at 30 June 2020.

WCC Wards	No. Councillors	Est Resident Population as at 30 June 2020
Motukairangi/Eastern General	3	37,500
Paekawakawa/Southern General	2	33,100
Pukehinau/Lambton General	3	44,100
Takapū/Northern General	3	48,800
Te Whanganui-a-Tara Māori	1	9,400
Wharangi/Onslow-Western General	3	43,300
	15	216,200

Community Boards	No. Members	Est Resident Population as at 30 June 2020
Mākara-Ōhāriu	6	970
Tawa	6	15,500
	12	16,470

These elections will be conducted by postal voting.

Ngā Whakamahuki ā ngā Pou Kaunihera

City Leaders Information

Remuneration

Role of Remuneration Authority

The remuneration rates, the level of allowances and the reimbursement of expenses payable to local government elected members are set by the Remuneration Authority. This is a statutory body whose members are appointed by the Government.

The Remuneration Authority has proposed that the following base salaries will apply for the elected members of Wellington City Council from 1 July 2022 and will remain in effect until the day the new Council assumes office following the election. The salaries for the deputy mayor and committee of the whole chairpersons comprise the base councillor salary as well as an additional responsibilities allowance that reflects the higher workload of these roles.

Mayor and Councillors - until 2022 local election

Office	Annual remuneration
Mayor	\$183,027
Deputy mayor	\$142,017
Chair of Committee of the Whole (5)	\$123,256
Councillor (with no additional responsibilities) (7)	\$121,293
Councillor (Minimum Allowable Remuneration)	\$88,090

Mayor and Councillors - from 2022 local election

Elected member remuneration is set by the Remuneration Authority. Each council is allocated a "governance pool" based on the size of the council. The governance pool will provide the total amount that can be paid in remuneration to councillors at each council, including councillor base salaries. Mayoral remuneration is set independently of the pool. The whole pool must be used.

The Remuneration Authority has issued the Local Government Members 2022/23 Determination which provides a salary of \$183,027 for the mayor and a minimum salary of \$89,860 for councillors. A total pool of \$1,639,633 has been allocated which means that \$291,733 will remain to be allocated.

After the election, each council will need to decide:

- how it wants to allocate its pool according to its own priorities and circumstances (including the incoming council's governance structure)
- a "base remuneration" for councillors who have no additional responsibilities
- the roles which attract additional remuneration and the level of additional remuneration to which the holders will be allocated

These decisions are subject to the Remuneration Authority's confirmation.

Position	Base salary
Mayor	\$183,027
Councillor - minimum remuneration level (15)	\$89,860
Governance pool to be allocated (excludes minimum councillor remuneration)	\$291,733

Community Boards

Like the mayor and councillors, community board members are remunerated at a level determined by the Remuneration Authority. After the election, the Council may recommend additional remuneration for community boards but this must be drawn from the overall governance pool, recognising that additional work by community board members relieves councillors of this work. No additional responsibilities allowance was provided for Tawa or Mākara-Ōhāriu Community Boards in the 2019-2022 triennium.

Indicative salaries for community board members for the period from 1 July 2022 until the election and for the period after the election are yet to be confirmed. The table below shows community board remuneration as of May 2022.

Community Board members - until 1 July 2022

Position	Base salary
Tawa Community Board - chair	\$19,092
Tawa Community Board - member	\$9,546
Mākara-Ōhāriu Community Board - chair	\$9,570
Mākara-Ōhāriu Community Board - member	\$4,785

Tax Status of Elected Members

The IRD views the relationship between an elected member and the Council as a statutory relationship of service. The IRD does not view it as an employer/employee relationship. Therefore, elected members are not employees of the Council for income tax purposes.

Consequences of income tax status of elected members

This means that remuneration paid to elected members is taxable but is not classed as 'salary or wages' under the Income Tax Act. Instead, it is classified as a 'withholding payment' and the Council is required by the Withholding Payments Regulations to deduct tax at 33% at the time of payment unless an exception applies.

Because of the nature of their relationship with the Council, elected members are entitled to deduct expenses incurred in earning their remuneration from the Council. This means that they can deduct home use expenses, miscellaneous expenses and vehicle expenses if they incur these in the course of earning their Council remuneration. Election expenses are not tax deductible.

Elected members are also responsible for paying their own accident compensation levies.

Purpose of Local Government

The Local Government Act 2002 outlines the purpose of Local Government in New Zealand. The Act:

- provides a framework and powers for local authorities to decide which activities they undertake and how they will undertake them;
- promotes the accountability of local authorities to their communities; and
- provides for local authorities to play a broad role in meeting the current and future needs of their communities for good quality local infrastructure, local public services and performance of regulatory functions.

Te Tiriti o Waitangi

In order to recognise and respect the Crown's responsibility to take appropriate account of the principles of the Te Tiriti o Waitangi and to maintain and improve opportunities for Māori to contribute to local government decision-making processes, Parts 2 and 6 of the Local Government Act provide principles and requirements for local authorities that are intended to facilitate participation by Māori in local authority decision-making processes.

Roles and Responsibilities of Elected Members

Territorial authorities

Elected members, acting as the Council, are responsible for governance, including:

- the development and adoption of Council policy;
- monitoring the performance of the Council against its stated objectives and policies;
- prudent stewardship of Council resources; and
- employment of the chief executive.

Elected members are also responsible for representing the interests of the residents and ratepayers of the city or district.

Unless otherwise provided in the Local Government Act 2002 or in the Council's standing orders, the Council can only act by majority decisions at meetings. Any individual member (including the mayor) has no authority to act on behalf of the Council unless provided for by statute or the Council has expressly delegated such authority.

Elected members are expected to attend the meetings of the Council, as well as the committees and subcommittees, working parties, and external organisations to which they are appointed. An elected member who is unable to attend a meeting should advise the chair or chief executive as soon as possible.

Each council must adopt a code of conduct for its members. Each elected member must comply with the code of conduct. A copy of Wellington City Council's Elected Member Code of Conduct is reproduced on pages 10 to 11 of this handbook.

The Mayor

The Mayor is elected by the city as a whole and, as one of the elected members, shares the same responsibilities as other members of the Council. The mayor also has the following roles:

- presiding at council meetings including ensuring the orderly conduct of business during meetings (as determined by standing orders);
- advocating on behalf of the community involving the promotion of the community and representation of its interests. Such advocacy will be most effective where it is carried out with the knowledge and support of the Council;
- spokesperson for the Council;
- ceremonial head of the Council;
- providing leadership and feedback to other elected members on teamwork and chairing of committees;
- fulfilling the responsibilities of a Justice of the Peace (while the mayor holds office);
- lead the development of the Council's plans (including long-term plan and annual plan), policies and budgets for consideration by members of the territorial authority;
- appoint the deputy mayor;
- establish committees of the council and appoint the chairperson of each committee established.

The Deputy Mayor

The deputy mayor may be either appointed by the mayor or elected by the members of the Council at the first meeting of the Council if no appointment has been made. The deputy mayor exercises the same roles as other elected members, and if the mayor is absent or incapacitated, the deputy mayor must perform all of the responsibilities and duties, and may exercise the powers of the mayor (as summarised above). The deputy mayor may be removed from office by resolution of the Council.

Committee chairpersons

The Council may create one or more committees (this includes subcommittees) of the Council. A committee chairperson presides over all meetings of the committee, ensuring that the committee acts within the powers delegated by Council. Committee chairpersons may be called on to act as official spokespersons on issues within the terms of reference for their committees. Chairpersons may be removed from office by resolution of Council. Council may also appoint deputy chairpersons of committees, who shall fulfil the functions of the chair when the chairperson is absent.

Community boards

Community boards provide a level of representation below city and district councils. The role of each community board includes:

- representing the interests of its community;
- considering and reporting on matters referred to it by the Council of interest or concern;
- maintaining an overview of Council services to the community;
- preparing an annual submission to the Council for its annual plan;
- communicating with community organisations and special interest groups;
- undertaking any other responsibilities that are delegated to it by the Council.

Each community board must consist of not fewer than four and no more than 12 members; must include at least four elected members; and may include appointed members. The number of appointed members must be less than half the total number of members.

Community boards will at their first meetings appoint chairpersons and deputies.

Time commitment

Depending on the role (mayor, deputy mayor, committee chair, councillor, community board chair or community board member), the time commitment can be significant. Many official meetings and briefings are scheduled during the day, and can take three to four full days out of the average working week. Depending on the role, there will also be a number of night-time meetings to attend, not to mention invitations to a range of evening functions and events. Around all this, elected members will need to find time to deal with correspondence and communication from residents, and carry out the necessary reading to prepare for upcoming meetings.

At the beginning of the new term a new governance structure may be decided upon which may change when meetings are held and the number of committees etc.

The organisation offers support through the Democracy Services business unit to elected members to assist them in their duties.

Elected members need to be aware of the impact that can occur on families as a result of being elected as mayor, a councillor or community board member. This can range from needing to take time off work to attend meetings, to attending night meetings, receiving telephone calls at various times of the day and night, or being asked to address issues when shopping at the supermarket, watching sport or walking the dog.

Some members of the community see elected members as being available 24 hours, 7 days a week. This may often depend on the issue currently before the Council or a community board, but generally most citizen contact with elected representatives is done at a reasonable time and in a reasonable manner.

Skills and experience

While there are no formal qualifications needed to stand as a candidate for election to a community board or the council, there are certain formal requirements such as the requirement to be a New Zealand Citizen (outlined on page 17). However, given the nature of the role of an elected member there are a number of skills which would be helpful in undertaking the role.

These include:

- analysing written material and oral presentations,
- time management,
- listening,
- relationship building,
- influencing and negotiating,
- understanding financial information,
- communicating with and through the media.

Experience in business, the public sector environment, with community or voluntary groups, in decision-making through meetings and working with people of diverse backgrounds and interests, would also be useful.

The Democracy Services business unit runs an induction and training programme to assist elected members to improve their skills in these areas.

Representation Review

At least every six years Councils must review their representation arrangements (i.e., whether councillors are elected from wards or the city as a whole, how many councillors, whether to have community boards, the boundaries of communities, etc.). The Wellington City Council conducted its latest review in 2021, recommending the addition of a Māori ward to its previous representation structure. The Local Government Commission issued a determination in April for the 2022 triennial elections upholding the Council's recommendations.

Code of Conduct for Elected Members of Wellington City Council

All councils are required to have an elected members' code of conduct under Schedule 7, clause 15 of the Local Government Act 2002.

The code provides guidance on the standards of behaviour that are expected from the mayor and elected members of Wellington City Council. It applies to elected members in their dealings with each other, the chief executive, Council employees, the media and the general public.

The code of conduct is based on the following general principals of good governance:

- Public interest
- Honesty and integrity
- Objectivity
- Accountability
- Openness
- Personal judgment
- Respect for others
- Duty to uphold the law
- Stewardship
- Leadership

The code, in its entirety, can be viewed at:

<https://wellington.govt.nz/-/media/your-council/about-the-council/mayor-and-councillors/files/elected-codeofconduct.pdf>

This version of the code was agreed in 2015.

Members' Interests

Prospective candidates should be aware of the requirements of the Local Authorities (Members' Interests) Act 1968.

Under Section 3 of the Act, elected members may not be concerned or interested in contracts made by the council when payments made for the contracts entered into during a particular year exceed \$25,000 including GST. That amount may only be exceeded if the council has either obtained the prior approval of the Auditor General or, in special circumstances, obtained retrospective approval. When payments exceed \$25,000 or any other approved amount, the elected member concerned is automatically disqualified from office. They also commit an offence if they continue to act as a member.

Under Section 6 of the Act, elected members may not discuss or vote on any matter in which they have a pecuniary interest when it is being considered by the council or a committee. Elected members failing to observe this prohibition commit an offence and can be prosecuted. Conviction leads to disqualification from office.

When a matter is raised at a meeting of the council or a committee in which a member has a pecuniary interest, the member prohibited from voting or discussing the matter must declare the pecuniary interest. The fact of that disclosure and abstention from discussion and voting on it is also recorded in the minutes. While it is not necessary to withdraw from the meeting, it is good practice to do so.

Health and Safety at Work Act 2015

The Health and Safety at Work Act 2015 (the Act) is part of a reform package aimed at reducing the number of serious work-related injuries and deaths in New Zealand by at least 25 percent by 2020.

The Act is designed to:

- Ensure everyone has a role to play
- Make everyone's responsibilities clear
- Focus on managing risk
- Require those who create the risk to control the risk
- Require businesses to engage with their workers and enable them to participate on an ongoing basis
- Allow flexibility in managing health and safety risks.

For elected members, the most significant implication is the introduction of the role of officer and the requirement for officers to meet due diligence duties.

What is an officer and what do they need to do?

An officer is a person who holds a very senior leadership position, and has the ability to significantly influence the management of a business. At WCC this includes elected members and the Chief Executive.

Officers must ensure the business is meeting its health and safety responsibilities by doing due diligence to ensure the business understands and manages its key risks. To do this officers must take reasonable steps to:

- Keep up to date knowledge of health and safety
- Understand the operations of the business
- Ensure and check that their business has appropriate resources and processes for health and safety.

Elected members of a Council are not required to exercise due diligence over a Council Controlled Organisation (CCO) providing they are not officer of that CCO e.g. an elected member will be an officer of a CCO if they are on the Board of the CCO.

WCC and elected members as officers under the Act

WCC is proactively partnering with elected members to ensure WCC and its officers can meet their responsibilities under the Act.

Liabilities of officers under the Act

Under the Act there are a raft of offences that can be committed which carry fines (which need to be paid in some cases by the organisation and in some cases personally by the officer) and in extreme cases even jail sentences. Elected members as officers have an exemption under the Act from some of these offences. Offences that elected members as officers can be liable for include offences such as failure to comply with an improvement notice. This can be a fine up to \$50,000 for an individual or \$250,000 for a body corporate. Insurance is not available to cover the cost of such fines.

Meeting Frequencies

Council

Council meetings are currently held in the council chambers on The Terrace on a Thursday on a monthly basis. Council meetings typically start at 9:30am and last six hours. In addition to the main council meetings there are a range of committee and sub-committee meetings that councillors would be expected to attend.

Community Boards

Tawa Community Board meetings are held on a Tuesday on a monthly basis and are generally held in the Tawa Community Centre.

Mākara/Ōhāriu Community Board meetings are held on a Thursday on a six-weekly basis and are generally held in the Mākara Community Hall or the Ōhāriu Community Hall.

The meetings for both Community Boards typically start at 7:00pm and last two hours.

All meeting agendas (for council, committees and community boards) are distributed electronically one week before the meeting and all elected members are expected to have read and made necessary investigative work to understand all agenda items ahead of the meeting. Depending on the complexity of the agenda items, that can be a time-consuming task.

The current schedule of meetings is available from <https://wellington.govt.nz/your-council/meetings/meetings-calendar>

Inaugural Meeting

The successful candidates will take office on the day after the Electoral Officer gives their official notification of the result of the election. However, no person is permitted to act as a member of the council before making a declaration. This declaration will be made at the inaugural meeting, which is scheduled for 6:00pm, 26 October 2022. Newly elected members will be contacted by staff with the key dates.

The business to be conducted at that meeting will include:

- The making and attesting of declarations required of the mayor and councillors. Traditionally, this has been a ceremonial occasion with a photograph of the new council taken
- A general explanation of the Local Government Official Information and Meetings Act 1987 and other laws affecting elected members
- The fixing of the date and time of the first ordinary meeting of the council, or the adoption of the schedule of ordinary meetings
- Appointment of the deputy mayor.

The declaration required to be made by the mayor and councillors is as follows:

Declaration by Mayor and Councillors

I declare that I will faithfully and impartially, and according to the best of my skill and judgement, execute and perform, in the best interests of Wellington City, the powers, authorities, and duties vested in or imposed upon me as mayor (or as a member) of the Wellington City Council by virtue of the Local Government Act 2002, the Local Government Official Information and Meetings Act 1987, or any other Act.

Pre-election Report

All councils must prepare a pre-election report. The report is prepared by the chief executive independently of the mayor and councillors. The purpose is to provide information to promote public discussion about the issues facing the local authority.

Section 99A of the Local Government Act 2002 sets out the information that must be included in the report and its timing. It includes information previously published in other council documents including long term plans, annual plans and annual reports. As such the information reflects the policy and service delivery direction of the current council.

The pre-election report has a particular focus on how the council is performing financially, including the current financial position and key spending issues over the coming years. It provides historic information for the past three years, an overview of the current election year and council's planned financial position for the next three years. It also outlines council's broader financial goals, which are included in its long term plan.

The pre-election report will be available from the council's website in July 2022. Candidates are advised to read the report when it becomes available.

Technology and Resources for Elected Members

Elected members will be provided with a mobile phone (Android or iPhone as preferred) and with a laptop (Windows or Mac as preferred). Meeting agendas, minutes and other informational material (such as for workshops or briefings) will be provided to elected members digitally, through a purpose-built app that allows annotations, shared commenting, and printing.

Elected members also have access to a councillors lounge with shared work stations, meetings rooms, lockers, printers, and a kitchenette.

Elected members are able to print their own copies of agendas or other documents if they prefer to use hard copy materials. This can be done using the printer provided in the Councillors lounge. An allowance of \$50 for a printer and \$200 for toner is provided per annum for home printing.

Providing documents digitally to elected members aligns with our eco-city goals, as laid out in Wellington Towards 2040: Smart Capital.

Hutt Mana Charitable Trust

The Hutt Mana Charitable Trust (the Trust) is a registered charitable entity and an incorporated board under the Charitable Trusts Act 1957, administered under the provisions of its Trust Deed and the Charities Act 2005. The Deed provides for a board of 5 elected trustees with elections held every three years in conjunction with the triennial local body elections. The trustees are elected on the following basis:

- 1 trustee to represent the northern area of Wellington City
- 1 trustee to represent the area of Porirua City
- 1 trustee to represent the area of Upper Hutt City
- 2 trustees to represent the area of Lower Hutt City

The Trust manages a trust fund around \$44 million, initially derived from the wind up of the former Hutt Mana Energy Trust.

The Trust supports projects related to energy efficiency as well as general charitable purposes.

The Trust meets monthly, with additional meetings scheduled if necessary. Trust meetings are typically held in the morning at the offices of Kendons, 69 Rutherford Street, Lower Hutt.

Meetings typically start at 7.00am and generally last up to 2 hours. Additionally, the Trust has an AGM in October and holds functions to present grants to community groups.

Trustees are paid a current annual salary of \$18,430.

Remuneration levels are set by the Trustees and are reviewed annually at the AGM. Expenses for travel and other expenses incurred on approved Trust business are also reimbursed.

Candidates for election to the board of the Hutt Mana Charitable Trust need to live within the Trust District area and must be a New Zealand citizen and enrolled as a parliamentary elector. They must be nominated by two electors who also reside within the Trust area the candidate is seeking election for.

Additionally, section 5.4 of the Trust Deed lists the following restrictions on trustee eligibility:

The following persons may not hold office as a Trustee:

- (a) A bankrupt who has not obtained a final order of discharge or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled.*
- (b) A person who has been convicted of any offence punishable by a term of imprisonment of two or more years.*
- (c) A person who has been convicted of any offence punishable by imprisonment for a term of less than two years and has been sentenced to imprisonment for that offence.*
- (d) A person to whom an order made under sections 382, 383, or 385 of the Companies Act 1993 applies.*
- (e) A person who is mentally disordered within the meaning of the Mental Health (Compulsory Assessment and Treatment) Act 1992.*
- (f) A person who resides outside the District.*

Further information is available on the Trust website

www.hmct.org.nz or from the Secretary at secretary@hmct.org.nz or by phone to (04) 566 4399.

Pūnaha Pōti

Electoral Systems

Local bodies can conduct their elections under the First Past the Post (FPP) or the Single Transferable Voting (STV) electoral systems.

Organisations using STV in 2022 are:

- Wellington City Council
- Greater Wellington Regional Council
- Hutt Mana Charitable Trust.

Briefly, the STV electoral system consists of the following:

- Voters receive a single (transferable) vote irrespective of the number of vacancies.
- Voters rank the candidates in order of preference, by writing a "1" next to the name of their most preferred candidate, then a "2" next to the name of the next preferred candidate and so on.
- Voters can rank as few or as many candidates as they wish.
- To be elected, a candidate must reach a "quota" of votes, which is based on the number of vacancies and the number of valid votes.
- When votes are counted, all the first preferences are allocated first.
- A candidate who reaches the quota first is elected. If there is more than one vacancy, and a candidate gets more votes than the quota, a proportion of each vote for that candidate is transferred to the voter's second preference. If, as a result, another candidate gets more votes than the quota, a proportion is transferred to the third preferences, and so on.
- If insufficient candidates reach the quota after the first preferences are allocated and any surplus votes are transferred, then the candidate who received the fewest votes is eliminated and each vote for that candidate is transferred to the voter's second preference. This process is repeated until enough candidates reach the quota to fill all the vacancies.

More information on STV can be accessed from the Department of Internal Affairs website www.stv.govt.nz.

Rārangi Pukapuka Pōti Electoral Roll

The preliminary electoral roll will be compiled during July 2022. Copies of the preliminary electoral roll for the election will be available for public inspection from 8.30am Friday 15 July to 5pm Friday 12 August 2022 at the following locations:

- Wellington City Council Reception, Level 16, 113 the Terrace, Wellington,
- all branch libraries throughout Wellington City.

Any alterations to the residential roll, should be made:

- Online at www.vote.nz
- By texting your name and address to **3676** to get a form sent to you
- By calling **0800 36 76 56** to ask for a form to be sent to you
- By email request to enquiries@elections.govt.nz

A hard copy of the preliminary electoral roll may be purchased from the electoral officer for \$50 per ward or \$200 for the full roll (ratepayer roll included).

The final electoral roll is produced once the preliminary electoral roll closes on 12 August 2022. The final electoral roll is the roll used for issuing voting papers. Copies of this roll may be purchased as above.

Details appearing in the electoral roll are electors names (surname, then first names) listed alphabetically, the qualifying address, occupation and voting entitlements.

Information contained on the electoral roll is not available from the electoral officer in an electronic form.

In limited circumstances, an electronic listing of resident electors is available from the Electoral Commission (provided the criteria of section 114 of the Electoral Act 1993 is met). An application form is required to be completed and can be obtained by emailing a request to data@elections.govt.nz. A fee of \$455.50 applies.

The files can only be released after a candidate's nomination has been confirmed so the Electoral Commission will check with the Electoral Officer to see if the applicant's nomination has been accepted. The Electoral Commission will endeavour to assess applications within 5 working days of receipt, however, it may take longer during busy election periods.

Te Raupapa Kaitono Order of Candidate Names

Councils are required to determine the order of candidates on the voting papers.

There are three options.

Alphabetical - names are listed in alphabetical order of surname, i.e. every voting paper has the same alphabetical order.

Pseudo random - candidate surnames are drawn out of a hat by the Electoral Officer soon after the close of nominations, and the names stay in that order, i.e. every voting paper has the same randomly ordered listing of candidates.

Fully random order - each candidate's name is printed randomly on each voting paper, i.e. every voting paper will have the candidates listed in a different random order.

Wellington City Council has resolved to order their candidates in fully random order for the 2022 election.

Greater Wellington Regional Council has resolved to use the fully random order of candidates in 2022.

Māori Rohe Pōti

Māori Wards or Constituencies

A number of local authorities have recently resolved to establish Māori wards or constituencies for at least the 2022 and 2025 triennial elections. Māori wards or constituencies guarantee Māori representation on a local authority and provides for Māori participation in council decision-making required under the Local Government Act 2002. Wellington City Council has resolved to introduce a Māori Ward for the 2022 triennial election.

Where Māori wards or constituencies have been established or are in the process of being established, the following applies:

Any eligible person is able to stand for both Māori or general wards or constituencies – a person does not need to be of Māori descent or be on the Māori electoral roll to stand for a Māori ward or constituency (but must still be a New Zealand citizen, a parliamentary elector anywhere in New Zealand and nominated by two electors on the Māori roll in Wellington).

Only those electors on the Māori electoral roll are able to vote for those candidates standing for a Māori ward or constituency. Similarly, only those on the general electoral roll are able to vote for those candidates standing for a general ward or constituency.

Te Paearu Kaitono

Candidate Eligibility

A candidate for local authority elections must be:

1. Enrolled on a **parliamentary electoral roll** somewhere in New Zealand; and
2. A **New Zealand citizen** (either by birth or naturalisation ceremony) (Section 25, Local Electoral Act 2001).

Restrictions on candidates for local authority elections:

- a. A candidate **may not** seek nomination for more than one ward of Council (Section 57A Local Electoral Act 2001).
- b. A candidate may seek nomination for mayor and/or council and/or a community board but **may not also** seek nomination for Greater Wellington Regional Council, i.e. a candidate may stand for Wellington City Council **or** the Greater Wellington Regional Council, not both (Section 58 Local Electoral Act 2001).
- c. A candidate may seek nomination for mayor and/or a ward of council, but in the event that they are elected as mayor and a ward member then they must be treated as having vacated the ward office (Section 88 Local Electoral Act 2001).
- d. A candidate may seek nomination for councillor and community board member but in the event they are elected as a councillor and a community board member within the same district of a territorial authority, they must be treated as having vacated the office of community board member (Section 88A Local Electoral Act 2001).
- e. A candidate **cannot** be a person concerned or interested in contracts over \$25,000 with the territorial local authority (Section 3(1) Local Authorities (Members' Interests) Act 1968). This restriction is waived if prior approval from the office of the Auditor General is obtained.

Further information from the OAG is available on their website here: oag.parliament.nz/2020/lamia

Under the Act there are a number of exceptions to the disqualification rule in section 3. Certain types of contracts will not disqualify a candidate from election. A candidate who has a contract that falls within any of the following categories will not be disqualified:

- Before the election, all of the candidate's obligations (or candidate's company's obligations) in respect of the contract have been performed and the amount to be paid by the council has been fixed (whether or not it has been paid); or
- Although the candidate's obligations (or candidate's company's obligations) under the contract have not been performed before the election, the amount to be paid by the council is already fixed (subject to amendments and additions as allowed for in the contract), whether or not it has been paid; or

- Although the candidate's obligations (or candidate's company's obligations) under the contract have not been performed before the election, either:
 - The contract's duration does not exceed 12 months; or
 - The contract is relinquished (with the authority's consent) within a month of the candidate becoming a member and before they start to act as a member.

Further information on application of these points should be made with the Office of the Auditor General - at enquiry@oag.parliament.nz or phone (04) 917 1500.

- f. An employee of Wellington City Council who is elected as mayor or councillor **must resign** from his/her position as an employee of the council before taking up his/her elected position (Section 41 (5) Local Government Act 2002). Staff members intending to stand for election should check with their manager on whether they would need to take leave of absence for campaigning purposes prior to the election.

Notes:

- i. Hutt Mana Charitable Trust candidates should refer to the eligibility criteria for that election as listed on page 13.
- ii. Candidates for mayor may also stand for council if they wish (and vice versa).
- iii. Candidates are required to record on the nomination paper if they are standing for election in any other elections in New Zealand.
- iv. Candidates need not necessarily be a resident or ratepayer of the ward or community board in which they are seeking election, or for that matter, Wellington City, but candidates are required to record on the nomination paper if they reside in the election area or not.
- v. Section 60 of the Local Electoral Act 2001 states:

If the Electoral Officer receives advice before the close of nominations that a candidate is, or has become, incapable under any Act of holding the office for which he or she is a candidate, that candidate's nomination must be treated in all respects as if it had not been made.

Evidence of NZ Citizenship

It is a requirement of the nomination process that all candidates provide evidence of their NZ citizenship.

This is to be provided at the time of candidate nomination. Acceptable evidence includes a copy of NZ Passport, NZ birth certificate, or NZ citizenship documentation.

Te Pūnaha Tautapa Nominations

Nominations open on **Friday 15 July 2022** and close at **12 noon on Friday 12 August 2022**

Each candidate must be nominated on the official nomination paper available during normal office hours from the following sources:

- Wellington City Council Reception, Level 16, 113 The Terrace, Wellington
- by phoning the Wellington City Council on (04) 499 4444
- from council's website www.wellington.govt.nz
- or by phoning the election helpline on 0800 666 048

Completion of Nomination Paper

Each nomination paper must have the consent of the candidate and be nominated by **two** electors whose names appear on the electoral roll for the electoral issue the candidate is standing for (e.g. if a person wishes to stand for election to a ward, then that person must be nominated by two electors from that ward).

A candidate **cannot** nominate themselves.

If a candidate is unable to sign the nomination paper (e.g. absent overseas), a letter of consent signed by the candidate is acceptable to attach to the nomination paper. A scanned copy of a completed nomination paper will also be accepted, provided the nomination deposit payment (or evidence thereof) is received in time.

Other Names

If a candidate is commonly known in the community by a slightly different name (e.g. Edward Smith is commonly known as Ted Smith) and has been known by this name for at least the last six months (to the satisfaction of the Electoral Officer), the commonly known name may appear on the voting paper.

Candidates can use their commonly known name for their campaigning material.

Titles

Titles (i.e. Dr, JP, Sir, Dame etc) are **not** permitted next to the candidate's names on the voting paper or profile statement, but can be included as part of the candidate's 150 word profile text if desired.

Titles can be used by candidates in campaigning material. It is only on the voting papers where they cannot be shown.

Residency in Area

A candidate must declare if they reside in the area of election or not. This is shown at the top of the profile statement but does not count as part of the 150 word profile.

Standing in Other Elections in New Zealand

A candidate must declare if they are standing as a candidate in any other triennial local government election in NZ in 2022. This is shown at the top of the profile statement but does not count as part of the 150 word profile.

Affiliation

The nomination paper provides for a party affiliation or other designation.

Individual candidates not part of a political party may wish to nominate their designation as "Independent" or leave as blank (if left blank, nothing will show alongside the name on the voting paper).

A candidate requiring a specific political party affiliation must have authority to adopt the affiliation from the party concerned, e.g. Labour Party, Greens, New Zealand First, National etc. (i.e. a party letterhead or letter of consent are acceptable). This is a safety measure to avoid any illegal adoption of party affiliations.

No party affiliation or other designation that is offensive in nature or likely to confuse or mislead electors will be accepted.

The Electoral Officer may require written evidence that a candidate belongs to a group or organisation if there is some contention about the use of a particular party affiliation.

The party affiliation limit is 38 characters. This will be strictly enforced.

Website address, hashtags, Twitter handles or Facebook links will not be accepted as an affiliation.

Submitting the Nomination Documents

Wellington City Council nomination papers, with the deposit, candidate profile statement, photograph and evidence of citizenship can be delivered via email to:

- election@wcc.govt.nz

Or delivered in person to:

- Electoral Office
Wellington City Council Offices
Level 16, 113 The Terrace
Wellington

But should the documents be received by the Electoral Officer or Deputy Electoral Officer after the close of nominations, the nomination is invalid.

Nomination documents can be scanned as pdfs and emailed to the EO, including evidence of the \$200 deposit if made by online banking. Photos are to be scanned as jpgs.

It is the responsibility of the candidate to ensure all nomination documents are submitted together and that they are all correct.

The lodgement of nomination documents should not be left to the last minute.

Nominations close at 12 noon, Friday 12 August 2022.

Wellington City Council's office hours for lodgement are:

Mon-Fri 8.00am to 5.00pm, except on 12 August when 12 noon is the cut-off time for lodgement.

- All nomination documents must be submitted at the same time, i.e. nomination paper, candidate profile statement, evidence of NZ citizenship, photo, and nomination deposit. A nomination will not be accepted if any components are missing
- Nomination papers for the Greater Wellington Regional Council elections must be lodged at the GWRC office, 100 Cuba Street, Te Aro, Wellington. **These nomination papers cannot be lodged with Wellington City Council.**
- Nomination papers for the Hutt Mana Charitable Trust must be lodged with the Hutt City Council office, 30 Laings Road, Lower Hutt. **These nomination papers cannot be lodged with Wellington City Council.**

Once lodged, nomination papers are checked to ensure the candidate is eligible (name appears on a parliamentary roll) and the nominators are two electors whose names appear on the electoral roll for the relevant electoral issue (ward, community board etc).

Should a nomination paper be lodged late on the morning nominations close, and/or be incorrectly completed or ineligible nominators are provided, there may not be enough time to correct the situation and the nomination could be invalidated.

Candidate Details

Confirmed candidate details will be made available on the council website. The details will be updated on a regular basis throughout the nomination period and will include at least the candidate name and any affiliation claimed.

As soon as possible after nominations have closed a file of candidate contact details will be available for download from the council's website. Candidates may be contacted by journalists, advertisers, pollsters and other groups interested in election matters.

Please advise the Electoral Officer at the time of lodging your nomination if there are contact details that you would not like to be published.

Nomination Deposits

Each nomination paper lodged requires a deposit of **\$200** (including GST). If an election is required the deposit is refunded if the candidate polls greater than **25%** of the lowest polling successful candidate for each election issue. The deposit is also refunded if no election is required.

Payment of the nomination deposit can be made by cash, EFTPOS or online banking. Should an online banking transaction be dishonoured or declined, the nomination becomes invalid as the deposit has not lawfully been made. If this occurs after the close of nominations, then the nomination is invalid and the candidate will be withdrawn.

Payment can be made by online banking. Details for the payment of the deposit by online banking are shown on page 2 of the nomination paper. If paying by online banking, evidence of the transaction **must** be provided at the time the nomination documents are submitted, i.e. a copy of the transaction receipt. The nomination paper also sets out the reference and code details required for each online payment.

Nomination papers, with the deposit, evidence of NZ citizenship, candidate profile statement and photograph, can be sent to the electoral officer or deputy electoral officer by mail or email, but should they be received after the close of nominations, the nomination is invalid.

Nominations close at 12 noon, Friday 12 August 2022.

Te Maunu Kaitono

Candidate Withdrawals

A candidate can withdraw their nomination by application to the Electoral Officer up to the close of nominations i.e. 12 noon, Friday 12 August 2022.

Candidates cannot strategically or politically withdraw their nomination once nominations have closed. Candidates may only withdraw after the close of nominations for medical reasons, i.e. incapacity.

A medical certificate must be provided for a withdrawal notice to be accepted by the Electoral Officer after the close of nominations. An application can be made by a candidate or an agent on their behalf, and must be signed by a Solicitor or Justice of the Peace.

A candidate wishing to withdraw must discuss this with the Electoral Officer as soon as possible.

Ngā Kōrero Whaitake a te Kaitono

Candidate Profile Statements

The Local Electoral Act 2001 allows for candidate profile statements (CPS) of up to 150 words to be provided by each candidate with the completed nomination form. If an election is required these are then collated by the Electoral Officer and forwarded to electors in a booklet with the voting papers. Refer also to the notes listed in Appendix 1 for word limits and translation requirements.

Candidate profile statements must be provided electronically via email or media device, in a MS Word document that has been spell checked. As the Electoral Officer could receive dozens of profiles, consistent format of delivery and content is required (refer to guidelines below).

Candidate profile statements are governed by Sections 61 and 62 of the Act.

If the nomination forms are being personally delivered, a hard copy format of the profile must be provided at the same time. Hand written profiles will not be accepted.

Format of Candidate Profile Statements

The format requirements for profiles are:

The English text must be plain text, in paragraphs, with no special formatting, i.e.

- No bold, italic, underlining etc.
- No words in CAPS (except acronyms)
- No tabs
- No quote marks
- No accent marks (this restriction is in English text only)
- No bullet points.

If bullet points are provided in the profile statement, they will be turned into a "run on" list after a semi-colon.

The profiles will be loaded into software provided by the printer that will automatically apply the required font, type size, line spacings etc. If there is no profile statement or photo from a candidate, then "No Profile Statement and/or Photo provided." text or similar will be printed in the profile book.

Any non-English candidate profile content must be supplied with the following formatting:

- Font - Times New Roman (or Equivalent)
- Point Size - 9 point size, 11 point line spacing
- No special formatting of text – e.g. no bolding, no italics, no underlines, no quote marks, etc.

Facebook links can be included in the 150 word profile but have a maximum limit of 60 characters, so that they stay on one line. This will be strictly enforced.

Translations

The following contact details are given for a translation company, for those candidates who are unable to prepare the translation image themselves or do not know of anyone to do this for them:

Pacific International Translations (NZ) Ltd 4/203 Queen Street, Auckland. Phone: 09 9135290 Fax: 09 9135291

Email: info@pactrans.co.nz

The translation service will provide the translations in the above format to meet the requirements of the printer, the cost of which is to be met by the candidate.

Candidate Photos

Candidates may also submit a recent (less than 12 months) colour photograph for inclusion with the candidate profile statement in the booklet to accompany the voting papers. Photos should also be provided electronically, on a media device, or as an attachment to an email to the Electoral Officer or Deputy Electoral Officer.

If hard copy photographs are provided, then two copies of each photo should be provided with the candidate's name clearly printed on the rear of each photograph (care needs to be taken when labelling hard copies of photos to ensure the photo image is not damaged in the process). Photos will not be returned to candidates.

Format of Candidate Photos

Candidate photos are to be a head and shoulders shot only, with nothing else in the photo, i.e. no hats, sunglasses, pets, external objects or impediments, or other people. They should be in colour. If necessary the Electoral Officer will crop the photo accordingly but the onus is on the candidate to provide a photo of the candidate only that complies with this format.

Electronic copies of photos should be scanned as a jpeg at a minimum of 300 dpi.

Any queries regarding the format of photos and profiles are to be made to the Electoral Officer.

Note: The onus is on the candidate to ensure that all nomination documents including the profile and photo are submitted to the Electoral Officer by 12 noon on Friday 12 August 2022.

Correctness of Candidate Profile Statements

The candidate is responsible for ensuring that the candidate profile statement contains correct grammar, spelling, punctuation, etc. The Electoral Officer may make corrections to the statement without affecting content but accepts no responsibility to make any correction. The candidate should ensure the statement is correct when submitted and not expect any corrections to be applied.

The Electoral Officer is not required to verify or investigate any information included in a candidate profile statement.

The Electoral Officer will take no responsibility for the accuracy of the content. A disclaimer concerning the accuracy of the information contained in the statements will be published in the profile statement booklet.

If the profile statement or photo does not comply with the legislative requirements, the Electoral Officer will, as soon as practicable, return the statement to the candidate and specify his/her concerns and the reasons therefore. The candidate will then have up to three (3) days to submit an amended candidate profile statement to the Electoral Officer.

A candidate is to be treated as having failed to provide a candidate profile statement if the candidate:

- fails to submit an amended candidate profile statement within the requested period, or
- submits an amended candidate profile statement that, in the opinion of the Electoral Officer, does not comply with the requirements.

Where the Electoral Officer is not satisfied that the candidate profile statement complies and cannot reach agreement with the candidate within the period specified, but the candidate has submitted a suitable photograph, the Electoral Officer will act as if the written part of the statement was never received but still publish the photograph in the candidate profile booklet to be included with the voting paper sent to each elector, as well as a message to the effect that a statement was not supplied.

Remember that the profile statement cannot include any special formatting, i.e. no bullet points, words in CAPS (except acronyms), bold, underlines, italics etc.

Whakahaeretia, Rauemi Kaunihera, Pae Pāpāho Pāpori Campaigning, Council Resources and Social Media

Election campaigning can commence anytime but should cease by the close of voting i.e. 12 noon Saturday 8 October 2022.

There are generally no rules around conduct of campaigning by candidates, although there are certain election offences, which are detailed for your information in this guide, see Appendix 6. Please refer to them for your own protection.

No election material can contain:

- any untrue statement defamatory of any candidate and calculated to influence the vote of any elector.
- an imitation voting paper which has the names of the candidates with any direction or indication as to the candidate a person should vote for, or in any way contains such direction or indication likely to influence the voter.

Voting papers should not be collected from electors by candidates or their assistants. Each elector is required to post or deliver his or her own voting paper to the Electoral Officer or official voting boxes located around Wellington City.

Candidates can use official titles in their campaigning material, i.e. Dr, OMNZ, CMNZ, Sir, Madam etc. but these are not permitted on the voting papers.

Candidates should not display completed voting papers on any media channels as this could be construed as an offence under section 122 (1) (b) of the LEA of attempting to interfere or influence voters. Candidates should not display completed voting papers on social media channels or any other form of election signage or publications etc.

Council Resources

Candidates are not permitted to use council resources for campaigning purposes. Council resources include but are not limited to council's logo and branding, website, council taken photos of buildings and amenities or landmarks, Facebook page, Twitter account, any forms of social media, computers, email, mobile phones, faxes, stationery, photocopiers, printers, stamps, cars, meeting rooms and venues (except those available for public hire).

Election Advertising and Authorisation on Campaign Material

Election advertising, using any media, including social media, must identify the person under whose authority they have been produced, as per sections 113-115 of the Local Electoral Act 2001.

This means that for posters, adverts, signs, billboards, flyers, vehicle signage, websites, Facebook pages etc. each advertising item must include a statement saying that it is authorised by the candidate or agent, i.e. "Authorised by Joe Citizen, 20 Main St, Tinseltown." This authorisation must be clearly visible on any campaigning material including signs and billboards.

A change to the legislation concerning authorisation statements is currently being considered by the government and is expected to take effect before the 2022 local elections. The proposal is to allow an authorisation statement to include a residential or business address, an email address, a post office box number, a phone number, and a link to a webpage that includes one of the above, rather than requiring an address. You can see the progress of the Bill on the parliament website: https://www.parliament.nz/en/pb/bills-and-laws/bills-proposed-laws/document/BILL_124104/local-electoral-advertising-amendment-bill

It must be included on every item of campaigning material.

Please note: a physical address must be provided in any authorisation text, i.e. it cannot be a PO Box, Private Bag or a rural delivery number. There must be a reasonable expectation that anyone wishing to discuss the advertising can do so with the candidate or their agent at the address listed. The use of a council building address is not permitted in the authorisation address.

Advertising Standards Code for Campaign Material

Candidates are reminded to be socially responsible and truthful with the content of their campaign material. Campaign advertisements are subject to the Advertising Standards Authority (ASA) Code. Wherever facts are quoted, the Code is strict that the facts must be correct, however, where a person holds a broad view or opinion, the Code allows them to do so. The ASA settles disputes during elections within two to three days, and take complaints from electoral officers and the public. The usual penalty for breaches of the code is for the advertising to be removed.

LGOIMA Requests

Council is required to respond to information requests made under the Local Government Official Information and Meetings Act 1987 (LGOIMA).

The Official Information Team will publish responses to all requests for official information received from candidates in the Local Body Elections. This allows for greater transparency among candidates as well as constituents. Any responses from 15 July through until election day will be published. Several other Councils have also taken this approach. Responses will be published on our website: <https://wellington.govt.nz/contact-us/information-requests/responses-to-information-requests>.

Policy Local

A partner of the Local Government New Zealand (LGNZ) 'Vote 22' campaign, and published in partnership with The Spinoff, Policy Local is an information source about local election candidates published at policylocal.nz during the triennial election campaigns.

Policy Local is the local elections version of Policy.nz, which is published during the parliamentary elections.

Policy Local aims to be a comprehensive source of information where voters can learn about and compare candidates in their local election. In 2019 the majority of Mayor and Councillor candidates took part in Policy Local.

Participation is free and optional for candidates. To participate, candidates need to complete the Policy Local email questionnaire that will be sent to them once nominations are confirmed in August 2022.

A file of candidate contact details will be made available from the council's website as soon as possible after nominations have closed and candidates have been confirmed. Policy Local will use that file to contact candidates and invite them to participate.

To find out more, visit 2022.policylocal.nz or by emailing candidates@policy.nz.

Campaign Expenditure Limits

Candidates have campaign expenditure limits and are required to file a return to the Electoral Officer after the election. The campaign expenditure limit is population based and is to ensure that there is a level playing field for all candidates in regard to how much money they can spend on campaigning.

Campaigning funds will generally be provided by the candidate or, in some cases, from donations. Please note that the council does not reimburse ANY campaigning costs, which remain the responsibility of each candidate.

Campaign expenditure is all expenses relating to the campaign from the period 3 months before election day, i.e. all expenditure from **8 July to 8 October 2022** plus any apportioned costs of any election campaigning carried out prior to 8 July 2022 (refer S.112 LEA 2001).

The campaign expenditure limits are population based and are specified in the LEA. The following table shows the population brackets and associated expenditure limits.

The population of Wellington City is estimated to be 216,200 (Stats NZ - 2020).

Local government area population	Expenditure limit
up to 4,999	\$3,500
5,000 - 9,999	\$7,000
10,000 - 19,999	\$14,000
20,000 - 39,999	\$20,000
40,000 - 59,999	\$30,000
60,000 - 79,999	\$40,000
80,000 - 99,999	\$50,000
100,000 - 149,999	\$55,000
150,000 - 249,999	\$60,000
250,000 - 999,999	\$70,000
more than 1,000,000	a separate calculation applies

These population figures are estimates sourced from Statistics NZ as at 30 June 2020. Updated population estimates as at three months before the close of polling (pursuant to *section 104 LEA*) will be available upon request from the electoral officer by the end of July 2022.

The campaign expenditure limits for Wellington City Council are:

City-wide Issues	Est Resident Population as at 30 June 2020	Expenditure Limit (inc GST)
Mayorality	216,200	\$60,000

WCC Wards	Est Resident Population as at 30 June 2020	Expenditure Limit (inc GST)
Motukairangi/Eastern General	37,500	\$20,000
Paekawakawa/Southern General	33,100	\$20,000
Pukehinau/Lambton General	44,100	\$30,000
Takapū/Northern General	48,800	\$30,000
Te Whanganui-a-Tara Māori	9,400	\$7,000
Wharangi/Onslow-Western General	43,300	\$30,000

WCC Community Boards	Est Resident Population as at 30 June 2020	Expenditure Limit (inc GST)
Mākara-Ōhāriu	970	\$3,500
Tawa	15,500	\$14,000

Hutt Mana Charitable Trust	Est Resident Population as at 30 June 2020	Expenditure Limit (inc GST)
Northern Wellington area	49,500	\$30,000

However, if a candidate is a candidate for more than one election held at the same time, (i.e. mayor and council), the total electoral expenses (inclusive of GST) of that candidate must not exceed the highest amount permitted under subsection (1) in respect of any one of the elections for which the person is a candidate, i.e. **\$60,000** for a mayoral and council candidate.

Return of Electoral Expenses

Each candidate is required to keep a record of all campaign election expenses, and must furnish a return to the Electoral Officer within 55 days of the election result being declared, estimated to be no later than Wednesday 14 December 2022.

The return of electoral expenses and electoral donations form once returned becomes a public document and can be inspected by any person for a period of 7 years after receipt. The Electoral Officer is required to make the expenditure return and any supporting documents available on Council's website for seven years.

A model election expenses return form is attached as Appendix 2. The relevant sections of the Local Electoral Act 2001 on election expenses is attached as Appendix 3.

Note:

- 1) Candidates are required to keep evidence of any election expenses for amounts exceeding \$200, but do not need to provide them with the declaration.
- 2) All candidates must submit a return of election expenses and donations form even if no expenses have been incurred or donations received.

Candidate Expenses

Sec 104 of the Local Electoral Act lists the following definition of electoral expenses, in relation to a candidate at an election,—

- (a) Means expenses that are incurred by or on behalf of the candidate in respect of any electoral activity; and
- (b) includes expenses that are incurred by or on behalf of the candidate, before or after the applicable period before the close of polling day, in respect of any electoral activity; and

- (c) includes the reasonable market value of any materials applied in respect of any electoral activity that are given to the candidate or that are provided to the candidate free of charge or below reasonable market value; and
- (d) includes the cost of any printing or postage in respect of any electoral activity, whether or not the expenses in respect of the printing or postage are incurred by or on behalf of the candidate; but
- (e) does not include the expenses of operating a vehicle on which election advertising appears if that vehicle is used in good faith by the candidate as the candidate's personal means of transport; and
- (f) does not include expenses incurred by the candidate in preparing a candidate profile statement; and
- (g) does not include the labour of any person that is provided to the candidate free of charge by that person; and
- (h) does not include the cost of any framework (other than a commercial framework) that supports a sign on which an advertisement is displayed.

Note - the \$200 nomination deposit fee is not an electoral expense.

N.B. Money spent on campaigning cannot be refunded by the Council.

Candidates can use signs or campaign material from previous elections for which the cost has already been declared. The item should be noted on the expenditure return form as being declared in the previous election, but no cost need to be recorded for it.

Definition of electoral donation

An electoral donation is a donation of money, goods or services that is made for use in a candidate's election campaign (section 103A LEA). Electoral donations and contributions to donations, of more than \$1500 incl. GST are required to be declared in the candidate's return of donations and expenses. A series of donations made by one person that adds up to more than \$1500 must also be declared. An electoral donation includes:

- where a candidate is provided with goods or services free of charge that have a reasonable market value greater than \$300
- where a candidate is provided with discounted goods or services and the reasonable market value of the goods or services is greater than \$300, the difference between the contract or agreed price and the reasonable market value of those goods and services is a donation
- where a candidate sells over-valued goods or services, the difference between the price paid and the reasonable market value is a donation, for example a fundraising auction or dinner.

The following are not candidate donations:

- volunteer labour
- goods or services provided free of charge to a candidate, or to any person on the candidate's behalf that have a reasonable market value of \$300 or less
- money provided by the candidate for his or her own campaign.

If a person or organisation gives or pays for goods or services that would otherwise be candidate election expenses, the reasonable market value of those items, whatever their value, should be recorded as an election expense. If the reasonable market value of the items exceeds \$300 it should also be recorded as a donation.

Donations made up of contributions

Donations to candidates can be made up of pooled funds contributed by more than one person (referred to in the Act as donations funded from contributions). These types of donations include, for example, campaign donations made through a trust, or where there is a fundraising collection for a candidate's campaign (section 103A LEA). The total proceeds of a collection are treated as a donation under the Act. The person who collects the money will normally be the donor. The individuals who contribute to the collection are contributors for the purposes of the Act. If an electoral donation, other than an anonymous donation, is made up of contributions, the transmitter or donor must tell the candidate:

- the name and address of the donor
- whether the donation is made up of contributions
- the total amount of individual contributions of \$1500 or less
- in the case of individual contributions greater than \$1500, the name, address, and contribution of each contributor.

If the candidate knows, or has reasonable grounds to believe, that the donor has failed to supply information about contributions, the whole donation must be returned to the donor.

Transmitted donations

A donation can be made either directly by the donor to the candidate or indirectly by a transmitter who transmits a donation to the candidate on someone else's behalf, for example via a lawyer's trust fund. Any person who receives a candidate donation on the candidate's behalf must transmit it to the candidate within 10 working days. When transmitting a donation, the transmitter must tell the candidate:

- that the donation is being transmitted on behalf of a donor
- the name and address of the donor
- whether the donation is made up of contributions
- the total amount of contributions of \$1500 or less
- in the case of contributions greater than \$1500, the name, address, and contribution of each contributor.

Where a transmitter does not disclose the name and address of the donor, the donation must be treated as an anonymous donation (see below).

Anonymous donations

Candidates are not permitted to retain anonymous donations exceeding \$1500. An anonymous donation is a donation made in such a way that the candidate who receives the donation does not know the identity of the donor and could not, in the circumstances, reasonably be expected to know the identity of the donor (section 103A LEA). If a candidate receives an anonymous donation greater than \$1500, they may retain \$1500 of that donation. The balance of the

donation must, within 20 working days of receipt, be paid to the electoral officer for payment into the general fund of the local authority.

Applicable period for donations

There is no provision within the Local Electoral Act 2001 or its regulations specifying a period for recording or declaring donations. On that basis, all qualifying donations contributed for use in a candidate's election campaign for the 2022 triennial local body elections should be recorded and included in the candidate's return of election expenses and donations.

Crowdfunded contributions

If a candidate was to use crowdfunding to raise election money, the money raised from crowdfunding would be treated as a donation "funded from one or more contributions".

The person raising the money (the donor) would have to disclose that the donation was funded from contributions, including the total proportion of the donation that came from any contributor providing more than \$1,500 and the total of all other contributions (section 103D(2)(a), (c) and (d) LEA).

If any individual contributor's contribution to a crowdfunded donation exceeds \$1500 (either through one contribution or multiple contributions from the same individual), section 103D(2)(b) of the LEA will require whoever raises the money (the donor) to disclose that individual's name, address and the total amount of their contribution.

Section 103D(3) requires candidates to return the entirety of a donation if they know, or have reasonable grounds to believe, that section 103D(2) has not been complied with. For example, if a candidate has reasonable grounds to believe that one contributor had donated more than \$1500 to their crowdfunding campaign but has not been informed of that contributor's name and address, and how much they donated, the candidate will have to return everything raised by the crowdfunding.

Given that contributors could easily use false identities while making multiple contributions, candidates could easily find themselves in a position where they have reasonable grounds to believe section 103D(2)(b) has not been complied with, and therefore have to return everything raised due to section 103D(3).

Some crowdfunding platforms have processes which are unlikely to enable compliance with the requirement in section 103C of the LEA to transmit donations to candidates within 10 working days. Sections 103E and 103K of the LEA contain offences relating to concealing the identity of people who contribute more than \$1500, or circumventing the requirement to only keep \$1500 of any anonymous donations that exceed \$1500. "Anonymous" donations are where the candidate does not, and could not reasonably be expected to, know the identity of the donor.

For these reasons it is understandable if crowdfunding providers will not host crowdfunding for election candidates, given that their platforms could be used to conceal the identity of people contributing more than \$1500, thereby putting them at legal risk.

Reasonable market value of donations

Sometimes goods or services are provided to a candidate for use in their campaign at less than their reasonable market value. If the reasonable market value of the goods or services provided exceeds \$300 then the goods and services is considered a donation. The amount of the donation is the difference between what is paid by the candidate for the goods or services (if anything) and their reasonable market value.

Sometimes goods or services are sold by or on behalf of a candidate for more than their reasonable market value and the proceeds used in their campaign, in which case a portion of the payment made for the goods and services will constitute a donation. The amount of the donation is the difference between what the goods or services are sold for and their reasonable market value.

For example, in the scenario of a fund raising auction, the person who gives or sells the candidate an item for auction is considered to have made a donation if the reasonable market value of the item is greater than \$300 and the candidate has paid less than the reasonable market value (if anything). The amount of the donation is the difference between what was paid for the item and its reasonable market value. In addition, the person who buys the item at the auction is considered to have made a donation if they have paid more than the reasonable market value of the item. The donation is the difference between the reasonable market value of the item and the price paid at the auction.

The reasonable market value should be taken as the value determined by applying normal market conditions. For example, fund raising auctions are not the normal markets for buying and selling wine or paintings. The normal markets for those items would be wine shops and art galleries.

Care should be taken when determining the reasonable market value of an item which has had a signature added to it, particularly where it is the candidate's signature. The reasonable market value should still be determined by applying normal market conditions. The starting point should be the reasonable market value of the item without a signature and then a realistic assessment should be made of whether the addition of the signature has in fact increased (or even decreased) the reasonable market value of the item.

Talk to your electoral officer if you need further information about donation calculations.

Auction Donation Workbook

Taituarā have prepared a workbook to help candidates identify what amounts need to be declared from fundraising auctions. The workbook includes an example sheet as well as a blank template worksheet that the candidate can use for input of their own auction results. The workbook is available from www.electionz.com/LGE2022_landing.

Election Campaign Safety

Being on the campaign trail, whether as a candidate or a volunteer, may present risks to your safety and personal wellbeing. As a public figure, interactions that may pose personal confrontation risks can happen at any time in your everyday life. The risk can be reduced by having a safety plan and practicing personal safety awareness. Unlike in previous elections, there is the additional risk of exposure to COVID-19. You can lessen this by adhering to the Ministry of Health guidelines.

See our website (www.wellington.govt.nz/elections) for information about some of the activities during a campaign trail that may present risk, and some suggestions to help you formulate a safety and security plan. The risks listed are not all-inclusive. The response to a particular risk is the responsibility of the candidate and their campaign party.

Wellington City Council's Social Media Guidelines for Candidates

Candidates must comply with the following guidelines for web and social media use and presence related to campaigning.

Things to be aware of:

Election advertising, using any media, including social media, must identify the person under whose authority they have been produced, as per sections 113-115 of the Local Electoral Act 2001. This means in your profile photo/bio, you must have a statement saying that all content/images on your social media channel are authorised by you or your agent. You must include a physical address in the authorisation statement. As noted earlier in this handbook, a change to the legislation concerning authorisation statements is expected before the 2022 local election. Check www.wellington.govt.nz/elections for the latest requirements.

The Council's social media accounts (listed in Appendix 1), including but not limited to Facebook, Twitter, Instagram, LinkedIn and Neighbourly, are not permitted to be used as a communications channel by anyone (candidates or members of the public) for promotion, electioneering or campaigning. This also applies to all social media accounts owned by Council-controlled organisations.

The Council's social media accounts are constantly monitored and any campaign related or electioneering content will be removed immediately.

- If Council already follows your public social media accounts, please note you will be unfollowed 3 months prior to the election date. This protocol is in line with the Local Electoral Act 2001.
- Any social media post – positive or negative – made by any individual specifically relating to their own – or someone else's – nomination, intention to run for Council, or election campaign, will be removed immediately.
- Candidates cannot reply to the Council's social media posts or share with a comment encouraging people to like or follow their own social media accounts or any other electioneering tool. Any posts that do this will be removed immediately.

- Candidates must not link their own social media accounts (if they are used for campaigning purposes) to the Council's social media accounts. .
- Candidates cannot rate, review, check-in or tag the Council's social media channels.
- The Council's social media accounts will remain neutral. Council will promote elections and the importance of voting but will not associate these posts with any candidates.

Wellington City Council has a number of social media pages, for example:

Wellington City Council pages

- Wellington City Council Facebook
- Wellington City Council Twitter
- Wellington City Council Instagram
- Wellington City Council LinkedIn
- Wellington City Council TikTok
- Wellington City Council Neighbourly
- Wellington City Council Youtube

Office of the Mayor

- Mayor of Wellington Facebook
- Mayor of Wellington Twitter
- Mayor of Wellington Instagram
- Wellington Gardens
- Wellington Gardens Facebook
- Wellington Gardens Instagram

Wellington City Archives

- Wellington City Archives Facebook
- Wellington City Archives Twitter
- Wellington City Archives Instagram

Tip Shop Wellington

- Tip Shop Wellington Facebook
- Tip Shop Wellington Instagram

Sports Centre pages

- ASB Sports Centre Facebook
- ASB Sports Centre Instagram

Recreation Centre pages

- Club Active Gym Wellington
- Kilbirnie Recreation Centre
- Kilbirnie Recreation Centre Instagram
- Nairnville Recreation Centre
- Tawa Recreation Centre

Library pages

- Wellington City Libraries Facebook
- Wellington City Libraries Instagram
- Wellington City Libraries Twitter
- Wellington City Libraries Youtube
- Johnsonville Library Facebook
- Newtown Library Facebook
- Tawa Library Facebook
- Wellington Music at WCL Facebook

Swimming Pool pages

- Wellington Community Pools Facebook
- SwimWell Facebook
- Wellington Regional Aquatic Centre Facebook

Art pages

- Toi Pōneke Arts Centre Facebook
- Toi Pōneke Arts Centre Instagram
- Toi Pōneke Arts Centre Twitter
- Wellington City art collection Instagram
- Public Art Wellington Instagram

Community Centre pages

- Churton Park Community Centre Facebook
- Island Bay Community Centre Facebook
- Linden Community Centre Facebook
- Miramar and Maupuia Community Centre Facebook
- Newlands Community Centre Facebook
- Tawa Community Centre Facebook
- Waitohi Community Hub Facebook

Council Advisory Group pages

- Wellington City Youth Council Facebook
- Wellington City Youth Council Instagram
- Wellington City Youth Council Twitter
- Wellington City Youth Council TikTok
- Wellington City Pacific Advisory Group

Council Region Emergency Management Office pages

- Wellington Regional Emergency Management Office (WREMO) Facebook
- Wellington Regional Emergency Management Office (WREMO) Twitter
- Wellington Regional Emergency Management Office (WREMO) Instagram

List of Council-controlled organisations

- Experience Wellington
- Wellington Museum
- Nairn Street Cottage
- Space Place
- Cable Car Museum
- New Zealand Cricket Museum
- CapitalE
- City Gallery Wellington
- Wellington Cable Car
- Basin Reserve
- Wellington Zoo
- Wellington Water
- WellingtonNZ
- Sky Stadium
- Zealandia

Ngā Tohu Pōti Election Signs

Council Guidelines for Temporary Signs in Public Areas

An electoral sign is considered to be a temporary freestanding sign that promotes the election of a candidate or party. Such temporary signs are subject to the Council's Public Places Bylaw (Wellington Consolidated Bylaw 2008, Part 5) and District Plan requirements.

Candidates placing electoral signs in public areas should be aware of the following guidelines:

- The signs must be soundly constructed, not exceed an area of 3 square meters and a maximum height of 4 meters, and be securely fixed and braced in place clear of mown areas.
- Road signs or street nameplates must not be obscured.
- Signs must be sited as not to distract or obstruct driver or pedestrian visibility.
- Signs must not be placed closer than 6 meters from an intersection and must be placed at a greater distance if visibility for pedestrians or drivers is obscured.
- Unless otherwise stated, signs must not be placed closer than 1.5 meters from the edge of the road and must be clear of all pedestrian routes and accessways.
- Signs must not be erected earlier than 6 weeks prior to the day voting closes and must be removed from all sites the day before voting closes. For this election, the first day a sign may be erected is Saturday 27 August and signs must be removed by 11:59pm, Saturday 8 October.
- Should any sign or hoarding suffer damage, it must be repaired immediately or removed from the site.
- All signs must contain an authorisation statement as per section 113 of the Local Electoral Act 2001.

In order to erect hoardings on public areas written approval must be obtained from Wellington City Council in accordance with clause 9 of the Public Places Bylaw. Wellington City Council has prepared in advance a list of public sites for where approval to erect signs may be granted. Any approval granted will be subject to conditions which reflect these guidelines. To apply to erect electoral signs on land owned by Wellington City Council, see <https://wellington.govt.nz/your-council/elections/2022-elections/information-for-candidates/election-signage>

It is an offence under the Local Government Act 2002 to breach a Council bylaw.

Election Signage on Private Property

Signs should only be erected on private property (including fences) with the consent of the property owner and kept within the confines of that property. Signs on private land are subject to the Council's District Plan requirements.

The same rules with respect to area (3 square meters), height (4 meters above the ground) and timeframes (Saturday 27 August until Saturday 8 October) apply to electoral signs on private property.

Content of Election Signs

Queries regarding content of election signs including authorisations are to be made to the Electoral Officer.

The Electoral Officer will make a candidate aware of any campaign material that does not have an appropriate authorisation.

Queries regarding the placement, size, construct, size of lettering or non-compliant signs are to be made to Council's resource management department.

Such complaints may result in the sign being removed by Council staff.

Waka Kotahi (NZTA) Guidelines for Managing Electioneering Signs on State Highways

The guideline objectives are to minimise the potential for road crashes arising from drivers being distracted by indiscriminate installation of electioneering signs and to ensure consistency of application of NZTA policy on such signs with minimal involvement by NZTA.

With this in mind there are some fundamental considerations to make when erecting electioneering signs adjacent to state highways. These are:

In **rural** areas (where speed limits are 70km/h or above):

- Signs should be located off the highway reserve. You will, of course, need to consult with property owners and the appropriate local authority to gain any necessary consent.
- If the sign requires resource consent, approval will likely be required from Waka Kotahi as an affected party under Section 95 of the Resource Management Act, your local authority will be able to advise on this.
- Signs must not be reflectorised or erected in such a location that will create an obvious conflict with existing road signs.
- Signs must not imitate or be of a form similar to any traffic signs. (This is a legal requirement in terms of the Land Transport Act 2003.)
- The location of signs must give consideration to visibility and other traffic safety aspects.
- Signs must be located **at least 100m** from intersections, bends in the highway and from other regulatory signs.
- Signs are not permitted on or adjacent to **motorways**.
- For the above noted safety reasons, vehicle mounted signs situated on State Highways **are not permitted**.

In **urban** areas (where speed limits are 70 km/h or less) you should seek the local authority's approval for erection of signs within or adjoining the road reserve.

Signs erected on rural State highways in a location or manner likely to cause distraction or danger to road users may be removed by Waka Kotahi or its agents without prior notice. Where a sign is removed the party will then be advised of the action taken and that the sign may be redeemed for a fee of \$50 to cover Waka Kotahi costs.

If you have any further queries, please contact Jude Ward, Waka Kotahi on (03) 964 2813 or jude.ward@nzta.govt.nz.

Pōtitanga, Hātepe Pōti, Otinga Pōtitanga me ngā Pūrongorongo

Voting, Vote Processing, Election Results and Recounts

Special Voting

Special voting documents are available to electors:

- whose names do not appear on the final electoral roll, but who qualify as electors
- who did not receive a voting paper previously posted to them
- who spoil or damage a voting paper previously posted to them.

Special voting documents will be available from 16 September to 12 noon Saturday 8 October 2022 at Te Pokapū Hapori, 107 Manners Street, Wellington.

If time allows, special voting documents can be posted out directly to electors. The completed voting paper however, must be in the hands of the Electoral Officer or the Deputy Electoral Officer by noon on election day, i.e. 12 noon Saturday 8 October 2022.

Special voters must complete a statutory declaration. This is a legal requirement and a protection for electors against possible duplicate voting.

If an elector requests a special vote and is not on the parliamentary roll (e.g. just turned 18 years of age), the person must enrol on the parliamentary roll by Friday 7 October 2022.

- An application for registration as a parliamentary elector can be made online at <https://vote.nz/enrolling/enrol-or-update/enrol-or-update-online/>). The identity verification needed is a New Zealand driver licence, New Zealand passport or RealMe verified identity.
- If people are not able to enrol online, they can enrol or update their details in other ways, more information can be found at <https://vote.nz/enrolling/enrol-or-update/other-ways-to-enrol/>) on the Electoral Commission website or they can call 0800 36 76 56 to arrange for forms to be sent to them directly.

After voting closes, special vote declarations are forwarded to the Registrar of Electors for verification that the elector is eligible and has enrolled as a parliamentary elector.

Special voting documents cannot be collected by candidates or their assistants for distribution to electors.

Early Processing of Returned Voting Papers

Wellington City Council's returned voting papers will be opened and processed during the voting period before the close of voting.

Voting papers for Wellington City Council are being processed by council's election contractor, electionz.com Ltd. electionz.com will be processing approximately 600,000 voting papers for 46 councils at its processing centre in Christchurch.

The early processing of voting papers involves the following functions:

- opening of envelopes
- extracting of voting papers
- checking for informal or duplicate votes
- electronic capture of valid votes

No tallying of votes is undertaken until after the close of voting (12 noon, Saturday 8 October 2022).

The early processing functions are undertaken within strict security measures. One or more Justices of the Peace observe all early processing functions, and sign a statement at the end of the processing that all functions were undertaken correctly and conformed with the legal and secrecy requirements.

Candidate's scrutineers are not permitted to observe the early processing functions (refer to Appendix 4).

Election Results

The counting of votes takes place as soon as practicable after 12 noon on Saturday 8 October 2022.

There are three types of results.

1. Progress Results

Not all ordinary votes have been counted yet, those votes received on the last morning will still be in transit to the Electoral Officer. Progress results are expected to be available on Saturday 8 October from 5pm as reconciliations and quality assurance checks are completed. Results could change.

2. Preliminary Results

All ordinary voting papers have been received and counted, but not all special votes. These will be announced later on Saturday evening or Sunday after the last ordinary voting papers that were delivered to Council offices prior to the close of voting have been received and processed. Results could change.

3. Official Results

All ordinary and special votes have been counted. These will be released by Thursday 13 October, once special voting processes have been completed. Results are final.

It is expected that a progress result will be released by the Electoral Officer by 5pm on Saturday 8 October 2022. The preliminary result will follow and will be released as soon as all ordinary voting papers have been received and processed at the processing centre. This is likely to be by 5pm Sunday 9 October, if not before.

Candidates will be advised of the progress results on election day - either by email or phone. Only two attempts to communicate the progress result to any candidate will be made. These will be made around the time that progress results are posted to the council website.

Results will be released to candidates and media via email and www.wellington.govt.nz.

Recounts and Petitions for Inquiry

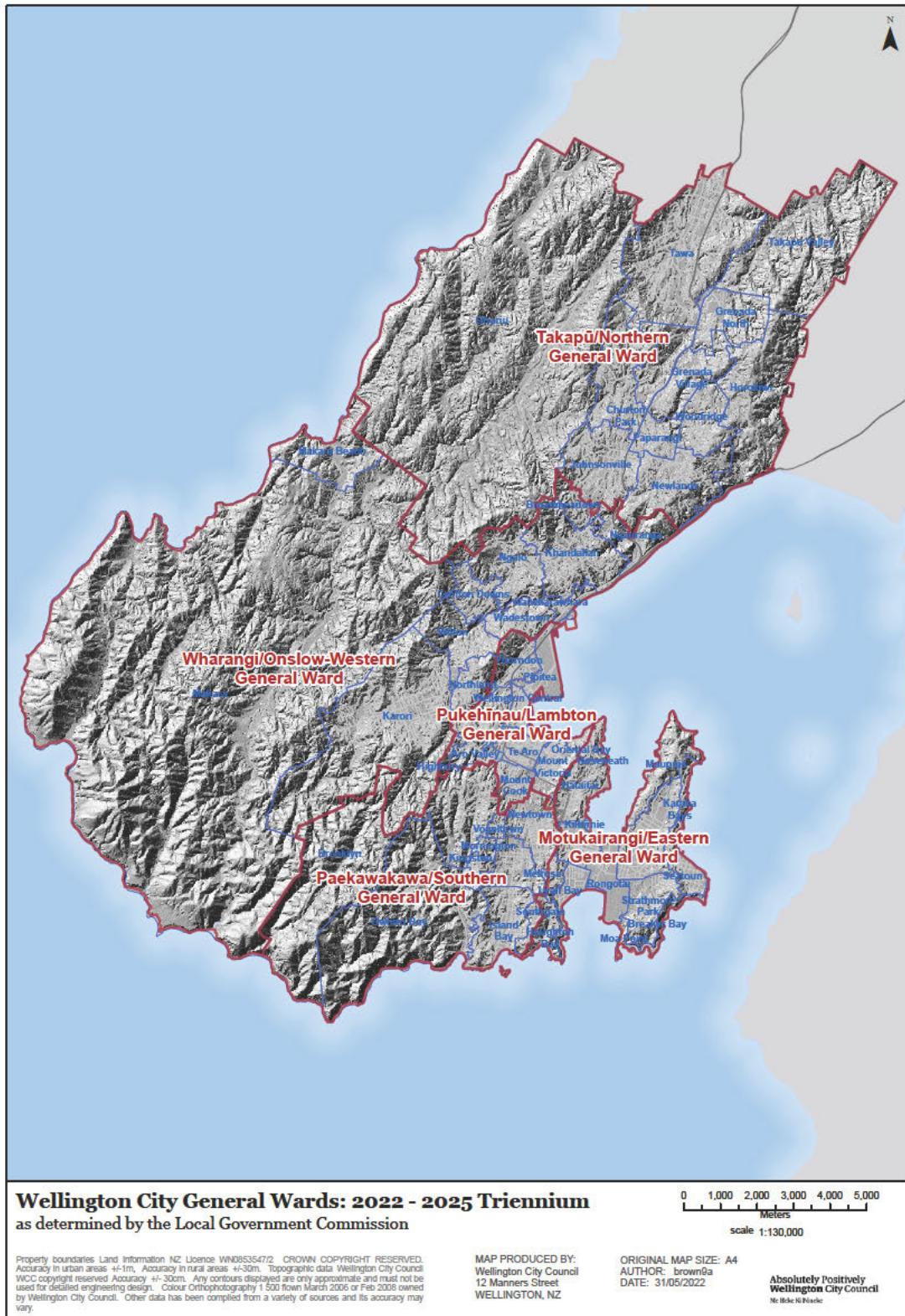
A recount can be requested by a candidate within 3 working days after the public declaration of the final election results. This sometimes happens when a result is very close, i.e. less than 5-10 votes, depending on the size of the election.

A candidate must make application to the District Court along with the payment of a \$750 deposit. This is usually lodged with the court by a solicitor, so legal advice may be required. The application usually states the reason why a recount should be granted by the Judge. In recent times it has been demonstrated that just because a result is close, that is not necessarily enough of a reason for a recount.

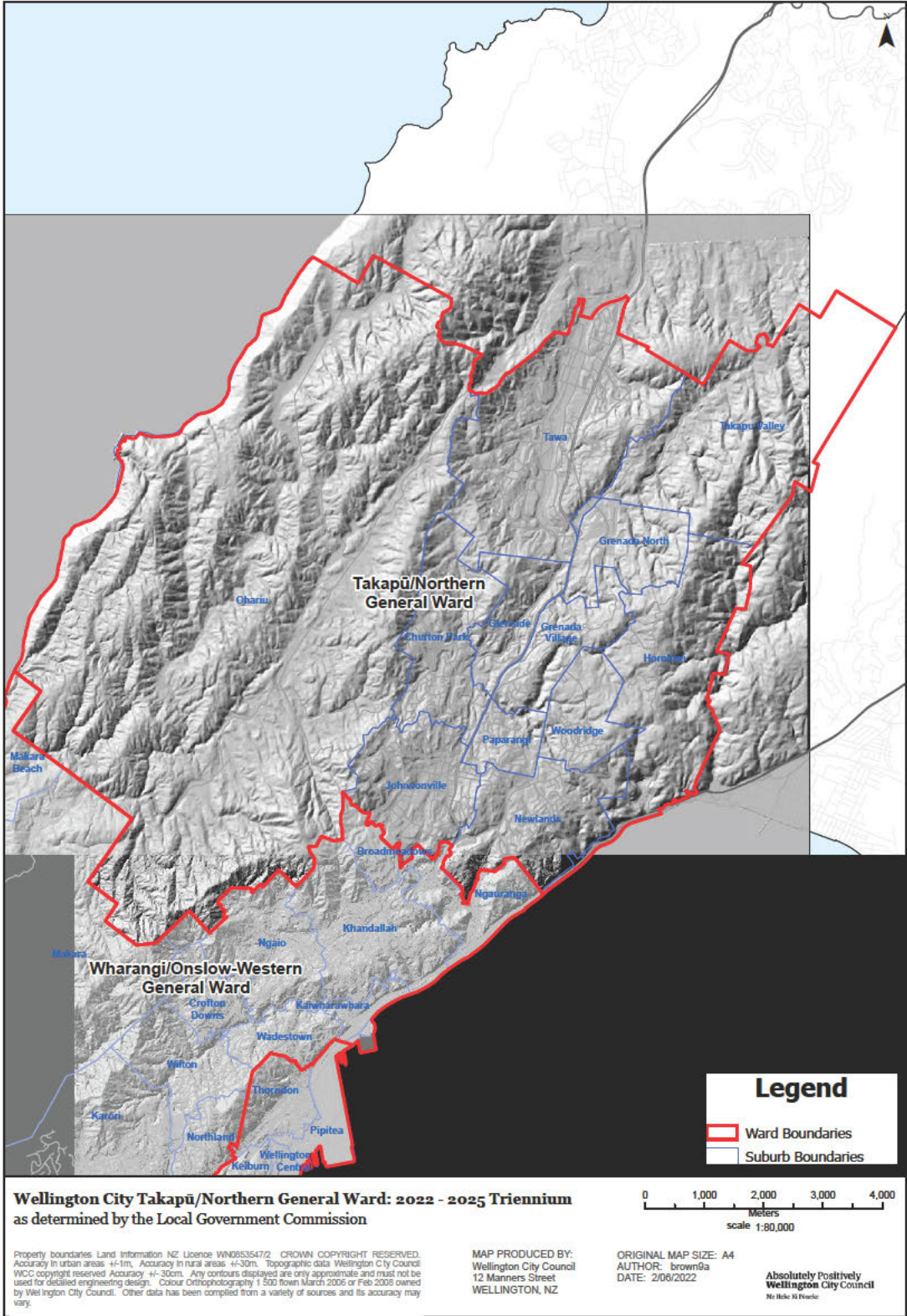
A Petition for Inquiry can be applied for by a candidate or a minimum of 10 electors if, in their opinion, the election result is incorrect or may have been compromised. This also has to be made by application to a District Court Judge upon payment of a \$750 deposit within 21 days of the official result declaration. Legal advice should be sought by anyone contemplating a Petition for Inquiry.

Ngā Mahere ā Rohe City Maps

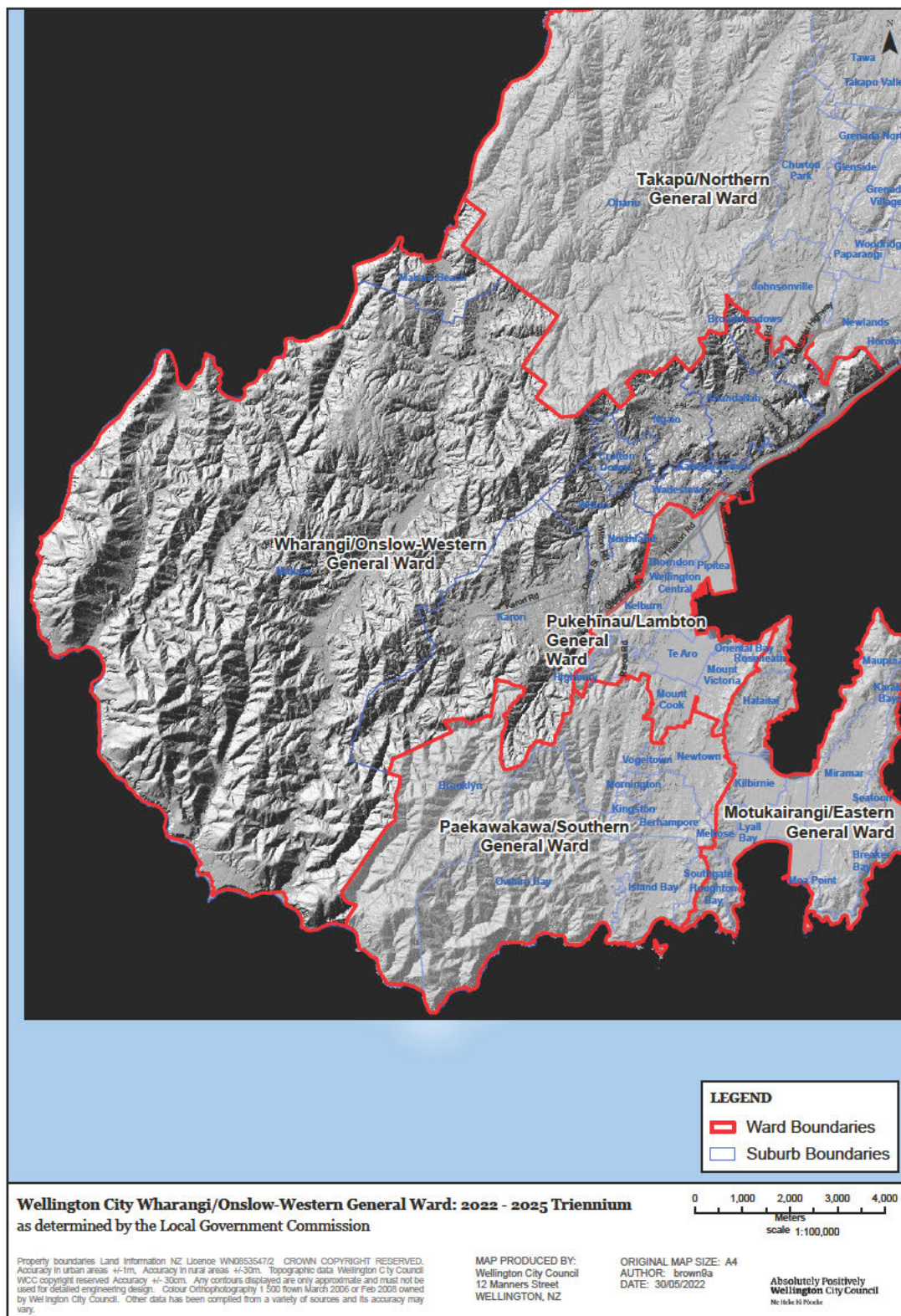
Wellington City Council Wards



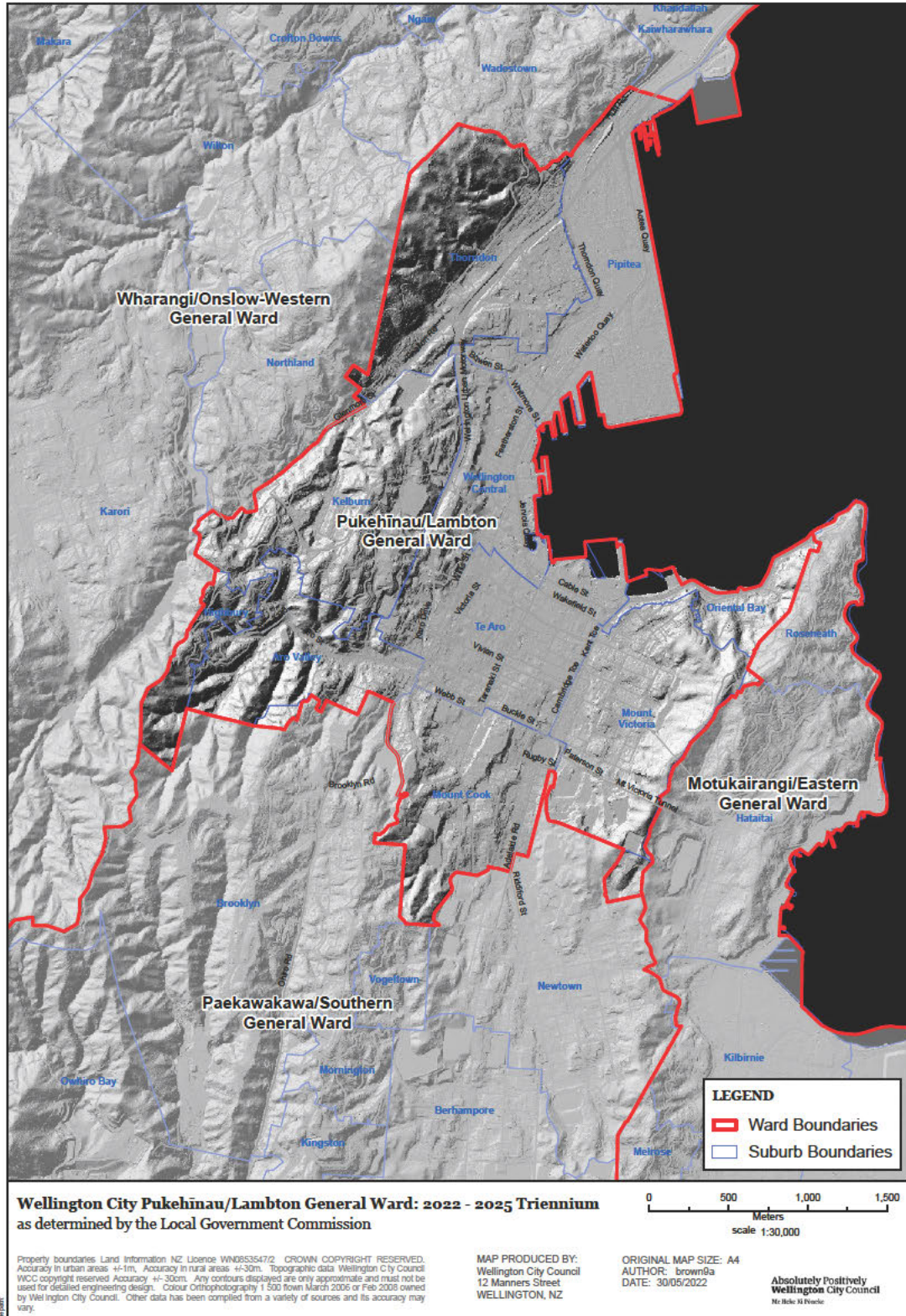
Takapū/Northern General Ward



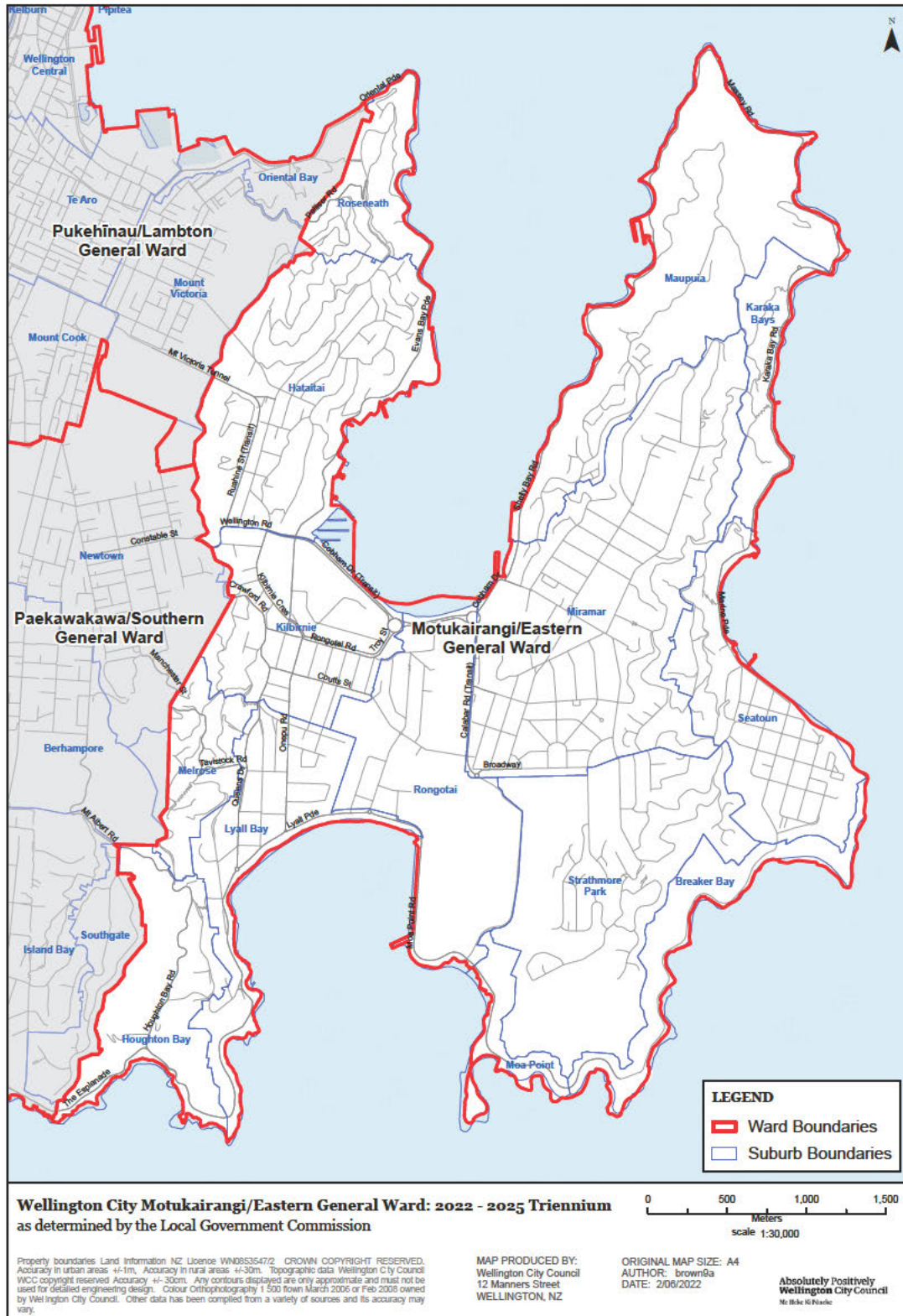
Wharangi/Onslow-Western General Ward



Pukehinau/Lambton General Ward



Motukairangi/Eastern General Ward



Paekawakawa/Southern General Ward



Wellington City Paekawakawa/Southern General Ward: 2022 - 2025 Triennium
as determined by the Local Government Commission

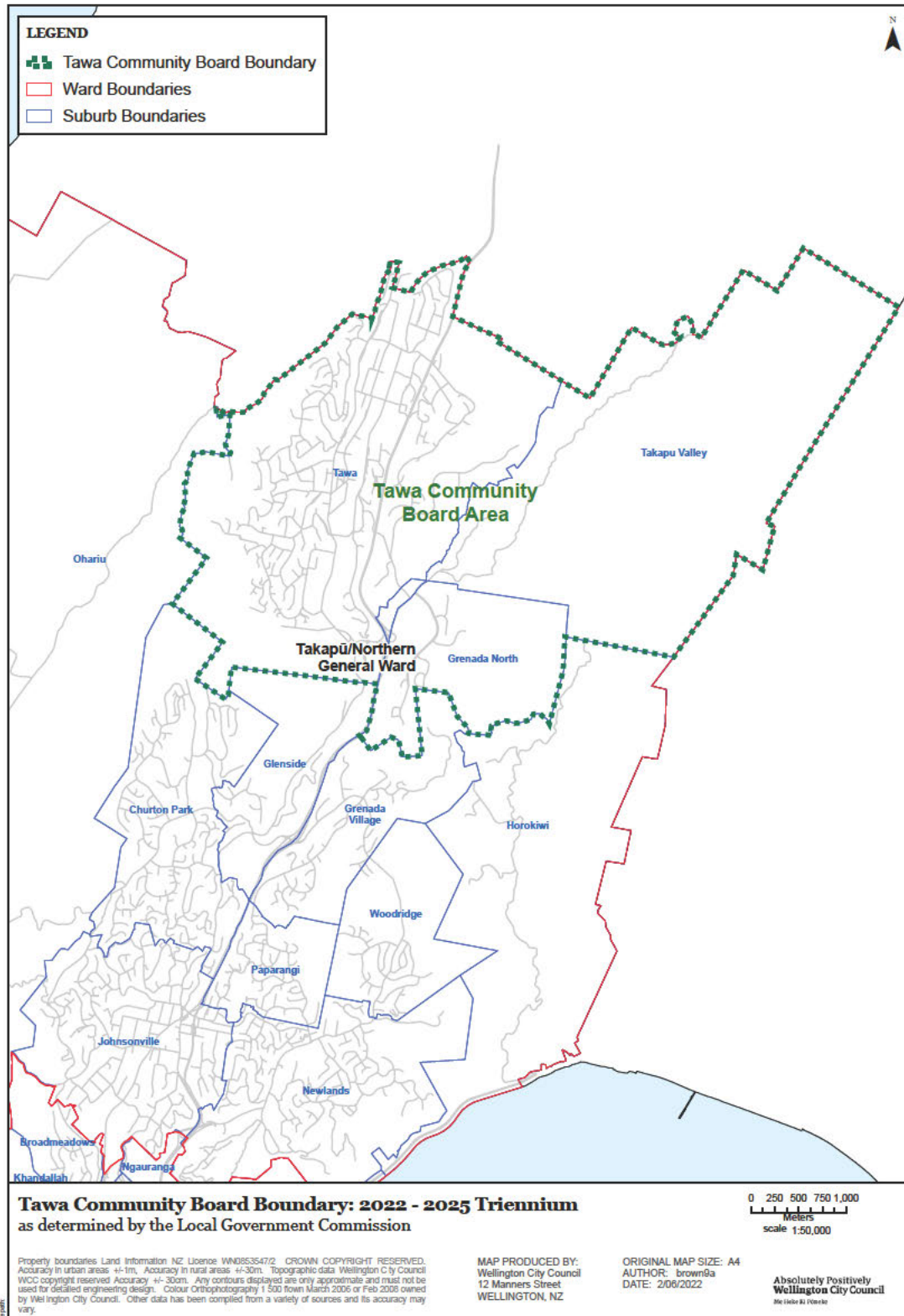
Property boundaries Land Information NZ Licence WN0535472. CROWN COPYRIGHT RESERVED. Accuracy in urban areas +/-1m, Accuracy in rural areas +/-30m. Topographic data Wellington City Council WCC copyright reserved Accuracy +/-30cm. Any contours displayed are only approximate and must not be used for detailed engineering design. Colour Orthophotography 1:500 flown March 2006 or Feb 2006 owned by Wellington City Council. Other data has been compiled from a variety of sources and its accuracy may vary.

MAP PRODUCED BY:
Wellington City Council
12 Manners Street
WELLINGTON, NZ

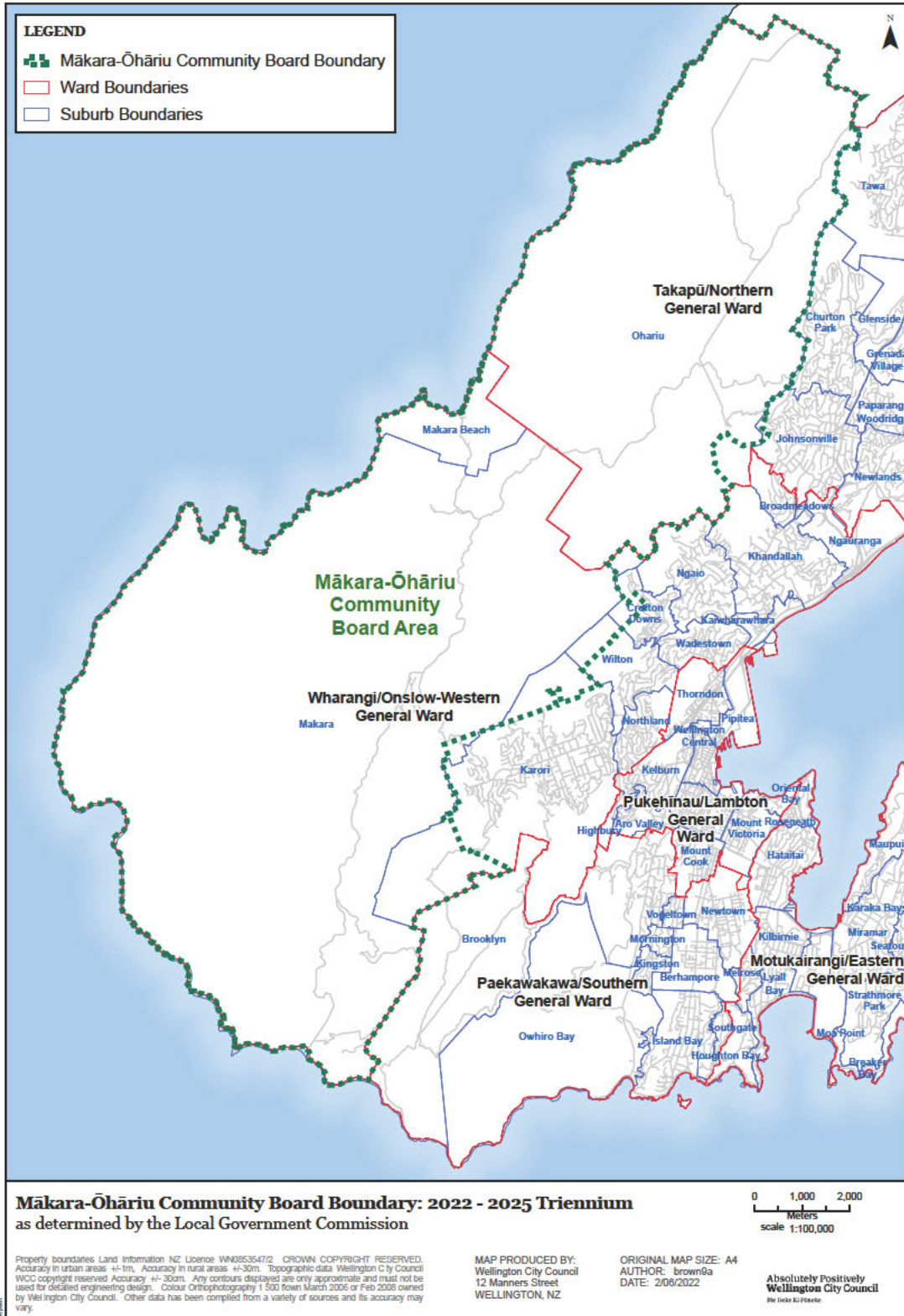
ORIGINAL MAP SIZE: A4
AUTHOR: brownba
DATE: 30/05/2022

Absolutely Positively
Wellington City Council
M. Hoke & Wade

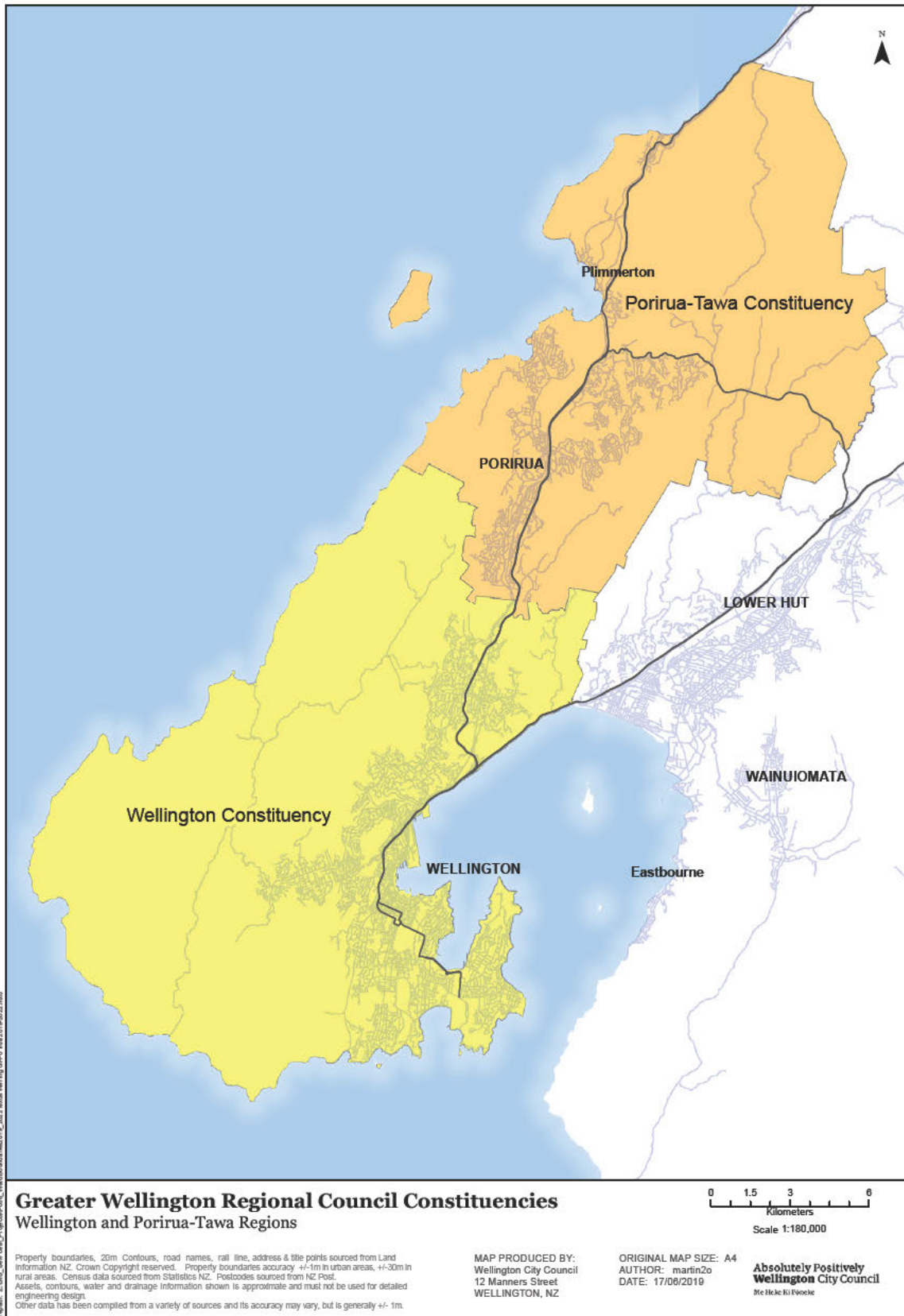
Tawa Community Board



Mākara-Ōhāriu Community Board



Greater Wellington Regional Council



Hutt Mana Charitable Trust



Appendix 1

Ngā Kōrero Whaitake o ngā Kaitono

Candidate Profile Statements

Local Authority Elections 2022

Right to Submit a Candidate Profile Statement (CPS)

Every candidate for election to a local authority may submit a CPS with their nomination (section 61, Local Electoral Act). This is a permissive right – it is not mandatory to submit a CPS.

Where a candidate is standing for two or more offices, e.g. mayor and councillor – they may submit a CPS for each office (Clause 26, Local Electoral Regulations).

Candidate Profile Statement Conditions

- Under section 61(2)(a) and (3) of the Act and Clause 27 of the Regulations, a CPS
 - if in English or Māori or both, must not exceed 150 words in each of the languages used in the CPS. The information contained in each language must be substantially consistent with the information contained in the other language;
 - in any other language other than English or Māori, must not exceed 150 words, or their equivalent, if symbols are used rather than words. This includes any translation of those words into another language provided by the candidate. Where a CPS is in a language other than English or Māori, then the candidate must provide a CPS in English or Māori.
- Every CPS must be submitted with the candidate's nomination form.
- The content of a CPS, under section 61(2)(c), must be confined to information:
 - concerning the candidate or any group or organisation the candidate claims affiliation to under section 55(4) of the LEA;
 - on the candidate's policies and intentions if elected.
- A CPS **cannot** be used to comment on the policies, performance, etc of any other candidate.

A candidate may include with their CPS a recent hard copy photograph of the candidate alone which has been taken within 12 months of the candidate's date of nomination.

Note: Soft (electronic) versions of the candidate photos may be submitted with the CPS. These should be either copied onto a media device or emailed to the Deputy Electoral

Officer, at election@wcc.govt.nz.

Photos must be submitted at the same time as all other nomination documents on or before 12 noon on 12 August 2022. [Section 61(2)(c) and Clause 28].

(Refer to pages 20 and 21 for the production specifications for the CPS and candidate photograph).

Duties, Powers and Responsibilities of Electoral Officers

Where an Electoral Officer is not satisfied that a CPS complies with section 61(2) and (3), they must, under section 61(4), return the CPS to the candidate specifying the concerns and reasons for them and the period within which an amended CPS may be resubmitted.

A candidate will be treated as having failed to provide a CPS if Section 61(4) applies and they fail to submit an amended CPS within the period specified by the Electoral Officer or submits an amended CPS, which in the Electoral Officer's opinion, still fails to comply with section 61(2) and (3).

It is important to note that under section 61(6), the Electoral Officer is not required to verify or investigate any information in a CPS. The Electoral Officer may include, in or with any CPS a disclaimer concerning the accuracy of the information therein.

The Electoral Officer is not liable in relation to:

- any statement in or omitted from a CPS; or
- the work of a prudently selected translator; or
- the exercise of the powers and functions conferred on the Electoral Officer under section 61.

Distribution of Candidate Profile Statement

- Section 62 of the Act and Clause 29 of the Regulations requires the Electoral Officer to send to each elector with the voting documents, all CPS's that comply with Section 61, for each candidate in the election for a local government area or subdivision. In addition, a local authority may display CPS's at its offices, or service centres, and publish them on its website as soon as they are ready after nominations have closed.
- Any failure of an Electoral Officer to comply with section 62 will not invalidate the election.

Examples of CPS's

A	English					= 150 words
B	Māori					= 150 words
C	English	+		Māori		= 300 words
(must be substantially consistent with each other)						
D	1 Other Language (Non English / Māori)	+	English Translation	OR	Māori Translation	= 150 words
E	2 Other Languages (Non English / Māori)	+	English Translation	OR	Māori Translation	= 150 words
F	3 + Other Languages (Non English / Māori)	+	English Translation	OR	Māori Translation	= 150 words

Appendix 2

Whakahokia o ngā Pōtitanga Koha Utu Whakahaere

Return of Electoral Donations and Expenses

RETURN OF ELECTORAL DONATIONS AND EXPENSES



I
was a candidate for the following election(s) held on 8 October 2022 (<i>Election/Ward/Issue name</i>):
and make the following return of all electoral expenses incurred by me or on my behalf at the election and of all electoral donations made to me or to any person on my behalf.

Notes and Definitions of Donations and Expenses:

- All candidates in elections held under the provisions of the Local Electoral Act 2001 must file a return of electoral donations and expenses. If no donations were received or expenses incurred, a Nil return must be made.
- All candidates are required to keep proper records of donations received and expenses paid for election work. These do not have to be filed with this return but must be available to support enquiries about the return if required.
- Donations can be monetary or physical goods or services supplied or a combination thereof.
- Donations to a candidate of labour only or donations of goods and services that have a fair market value of \$300 or less do not have to be declared – see S103A of the LEA 2001.
- Candidates must declare donations from each contributor that exceed \$1500 in value. Where a contributor has made donations in instalments that sum to more than \$1500 in value, each contributing donation needs to be listed in Section A2 and the aggregated sum shown.
- If there is insufficient space provided in any section, attach a separate sheet with the additional detail.

Section A1: Candidate Donations (Anonymous)				
List here details of any anonymous (<i>identity of donor is unknown to yourself or any officials engaged on your behalf</i>) donations that exceed \$1500:				
Date Received	Amount	Description of Contribution	Date Paid to Electoral Officer	Amount Paid to Electoral Officer

Section A2: Candidate Donations (Other)				
List here details of any other donations received that exceed \$1500:				
Date Received	Name of Contributor	Address of Contributor	Description of Contribution	Amount

Section B: Candidate Expenses			
List here details of any election expenses paid for (<i>inclusive of GST</i>):			
Date Paid	Name of Party Paid	Description of Payment Made	Amount

Dated at		(place) this		day of		20	
Candidate's Signature							



Appendix 3

Ngā Koha me ngā Utu Whakahaere Pōti

Electoral Expenses and Donations

The following sections of the Act cover requirement provisions for electoral donations, expenses and returns which all candidates should be aware of.

111 Maximum amount of electoral expenses

- 1) The total electoral expenses (inclusive of goods and services tax) of a candidate must not—
 - (a) exceed \$3,500 if any local government area over which the election is held has a population smaller than 5 000;
 - (b) exceed \$7,000 if any local government area over which the election is held has a population smaller than 10 000 and larger than 4 999;
 - (c) exceed \$14,000 if any local government area over which the election is held has a population smaller than 20 000 and larger than 9 999;
 - (d) exceed \$20,000 if any local government area over which the election is held has a population smaller than 40 000 and larger than 19 999;
 - (e) exceed \$30,000 if any local government area over which the election is held has a population smaller than 60 000 and larger than 39 999;
 - (f) exceed \$40,000 if any local government area over which the election is held has a population smaller than 80 000 and larger than 59 999;
 - (g) exceed \$50,000 if any local government area over which the election is held has a population smaller than 100 000 and larger than 79 999;
 - (h) exceed \$55,000 if any local government area over which the election is held has a population smaller than 150 000 and larger than 99 999;
 - (i) exceed \$60,000 if any local government area over which the election is held has a population smaller than 250 000 and larger than 149 999;
 - (j) exceed \$70,000 if any local government area over which the election is held has a population smaller than 1 000 000 and larger than 249 999;
 - (k) exceed the sum referred to in subsection (1A) if any local government area over which the election is held has a population of 1 000 000 or more.
- 1A) The sum is—
 - (a) \$100,000 plus the amount prescribed under section 139(1)(ha) for each elector; or
 - (b) \$100,000 plus 50 cents for each elector, if no amount is prescribed under section 139(1)(ha).
- 2) Despite subsection (1), if a candidate is a candidate for more than 1 election held at the same time, the total electoral expenses (inclusive of goods and services tax) of that candidate must not exceed the highest amount permitted under subsection (1) in respect of any one of the elections for which the person is a candidate.

112 Apportionment of electoral expenses

- 1) If any activity of the kind described in paragraphs (a) to (d) of the definition of the term electoral activity (as set out in section 104) is, in relation to a candidate at an election, carried on both before and within the applicable period before the close of polling day,—
 - (a) the expenses incurred in respect of the activity (being expenses incurred by or on behalf of the candidate) must be properly apportioned so that a fair proportion of those expenses is attributed to the carrying on of the activity in the applicable period before the close of polling day; and
 - (b) the fair proportion of those expenses are electoral expenses.
- 2) If any election activity relates exclusively to campaigns for the election of 2 or more candidates, any electoral expenses in respect of that electoral activity must be apportioned equitably in relation to each of those candidates.

112AA Offence to pay electoral expenses in excess of relevant prescribed maximum

- 1) This section applies to any candidate or other person who directly or indirectly pays or knowingly aids or abets any person in paying for or on account of any electoral expenses any sum in excess of the relevant maximum amount prescribed by section 111.
- 2) The candidate or person commits an offence and is liable on conviction—
 - (a) to a term of imprisonment not exceeding 2 years, or a fine not exceeding \$10,000, if he or she knew the payment was in excess of the relevant prescribed maximum amount; or
 - (b) to a fine not exceeding \$5,000 in any other case, unless he or she proves that he or she took all reasonable steps to ensure that the electoral expenses did not exceed the relevant prescribed maximum amount.

112A Return of electoral donations and expenses

- 1) Within 55 days after the day on which the successful candidates at any election are declared to be elected, every candidate at the election must file a return of electoral donations and expenses.
- 2) However, in any case where a candidate is outside New Zealand on the day on which the successful candidates are declared to be elected (election result day), the return must be filed within 76 days after election result day.
- 3) The return of electoral donations and expenses must set out—

- (a) the details specified in subsection (4) in respect of every electoral donation (other than a donation of the kind referred to in paragraph (c)) received by the candidate that, either on its own or when aggregated with all other donations made by or on behalf of the same donor for use in the same campaign, exceeds \$1,500 in sum or value; and
 - (b) whether any donation is funded from contributions, and if so, and to the extent known or ascertainable from the information supplied under section 103D, the details specified in subsection (5) in respect of every contribution that, either on its own or when aggregated with other contributions by the same contributor to the donation, exceeds \$1,500 in sum or value; and
 - (c) the details specified in subsection (6) in respect of every anonymous electoral donation received by the candidate that exceeds \$1,500; and
 - (d) details of the candidate's electoral expenses.
- 4) The details referred to in subsection (3)(a) are—
 - (a) the name of the donor; and
 - (b) the address of the donor; and
 - (c) the amount of the donation or, in the case of aggregated donations, the total amount of the donations; and
 - (d) the date the donation was received or, in the case of aggregated donations, the date that each donation was received.
 - 5) The details referred to in subsection (3)(b) are—
 - (a) the name of the contributor; and
 - (b) the address of the contributor; and
 - (c) the amount of the contribution or, in the case of aggregated contributions, the total amount of the aggregated contributions.
 - 6) The details referred to in subsection (3)(c) are—
 - (a) the date the donation was received; and
 - (b) the amount of the donation; and
 - (c) the amount paid to the Electoral Officer under section 103J(1) or (2) and the date that payment was made.
 - 7) Every return filed under this section must be in the form prescribed in Schedule 2.
 - 8) It is the duty of every Electoral Officer to ensure that this section is complied with.
 - 9) In this section, file in relation to a return, means to send the return to the Electoral Officer responsible for the conduct of the election.

112B Nil return

If a candidate considers that there is no relevant information to disclose under section 112A, the candidate must file a nil return under that section.

112C Failure to file return of electoral donations and expenses

- 1) A candidate who fails, without reasonable excuse, to comply with section 112A commits an offence and is liable on conviction to—
 - (a) a fine not exceeding \$1,000; and
 - (b) if he or she has been elected to office, a further fine not exceeding \$400 for every day that he or she continues to hold office until the return is filed.

112D Filing a false return of electoral donations and expenses

- 1) A candidate who files a return under section 112A that is false in any material particular commits an offence and is liable on conviction—
 - (a) to a term of imprisonment not exceeding 2 years, or a fine not exceeding \$10,000, if he or she filed the return knowing it to be false in any material particular; or
 - (b) to a fine not exceeding \$5,000 in any other case, unless the candidate proves that—
 - (i) he or she had no intention to misstate or conceal the facts; and
 - (ii) he or she took all reasonable steps in the circumstances to ensure the information in the return was accurate.

112E Obligation to retain records necessary to verify return

- 1) A candidate must take all reasonable steps to retain all records, documents, and accounts that are necessary to enable a return under section 112A to be verified.
- 2) The records, documents, and accounts must be retained until the expiry of the period within which a prosecution may be commenced under this Act in relation to the return or to any matter to which the return relates.
- 3) A candidate who fails, without reasonable excuse, to comply with subsection (1) commits an offence and is liable on conviction to a fine not exceeding \$5,000.

112F Return to be open for public inspection

- 1) The Electoral Officer must keep every return filed under section 112A in the Electoral Officer's office, or at some other convenient place to be appointed by the chief executive of the local authority, for a period of 7 years after the date of the election to which it relates (the public inspection period).
- 2) During the public inspection period the Electoral Officer must—
 - (a) publish, electronically or in any other manner the Electoral Officer considers appropriate, every return filed under section 112A; and
 - (b) make available for public inspection a copy of every return filed under section 112A; and
 - (c) provide to any person upon request a copy of 1 or more returns filed under section 112A, subject to the payment of any charges that may be made under the Local Government Official Information and Meetings Act 1987.

113 Advertisements for candidates

- 1) No person may publish or cause to be published in any newspaper, periodical, notice, poster, pamphlet, handbill, billboard, or card, or broadcast or permit to be broadcast over any radio or television station, any advertisement that is used or appears to be used to promote or procure the election of a candidate at an election, unless subsection (2) or subsection (4) applies.
- 2) A person may publish or cause or permit to be published an advertisement of the kind described in subsection (1) if—
 - (a) the publication of that advertisement is authorised in writing by the candidate or the candidate's agent or, in the case of an advertisement relating to more than 1 candidate, the candidates or an agent acting for all of those candidates; and
 - (b) the advertisement contains a statement setting out the true name of the person or persons for whom or at whose direction it is published and the address of his or her place of residence or business.
- 3) A candidate is not responsible for an act committed by an agent without the consent or connivance of the candidate.
- 4) A person may publish or cause or permit to be published an advertisement of the kind described in subsection (1) if—
 - (a) the publication of the advertisement is endorsed by an organisation or body representing residents or ratepayers in the community or district in which the advertisement is published; and
 - (b) the advertisement contains a statement setting out—
 - (i) the true name of the person or persons for whom or at whose direction it is published and the address of his or her residence or place of business; and
 - (ii) the true name of the organisation or body that has endorsed the publication of the advertisement and the address of the place of business of that organisation or body.
- 5) This section does not restrict the publication of any news or comments relating to an election in a newspaper or other periodical, or on the Internet, or in any other medium of electronic communication accessible by the public, or in a radio or television broadcast made by a broadcaster within the meaning of section 2 of the Broadcasting Act 1989.
- 6) A person who wilfully contravenes subsection (1) commits an offence and is liable on conviction to a fine not exceeding \$1,000.

138 Duty to take action in respect of offences

- 1) Subsection (2) applies if an Electoral Officer—
 - (a) receives a written complaint that an offence has been committed under—
 - (i) Part 5; or
 - (ii) Part 5A; or
 - (iii) this Part; or
 - (b) believes for any other reason that an offence has been committed under either of the Parts specified in paragraph (a).
- 2) If this subsection applies, the Electoral Officer must—
 - (a) report the complaint or belief to the Police; and
 - (b) provide the Police with the details of any inquiries that he or she considers may be relevant.
- 3) Subsection (2) does not prevent any person from reporting an alleged offence to the Police.
- 4) Despite subsection (2), an Electoral Officer is not required to report the failure by a candidate to file a return under section 112A if the candidate files the return promptly after being required to do so by the Electoral Officer.

Appendix 4

Ngā Kaititiro Scrutineers

Role of Scrutineers

The Local Electoral Act 2001 (LEA) and the Local Electoral Regulations 2001 (LER) do not specify in detail the role of scrutineers. However, the general role of scrutineers is to oversee and observe certain election or poll procedures to ensure they are undertaken fairly and that votes are counted consistently and accurately

The election or poll procedures which scrutineers are statutorily permitted to oversee and observe are:

- **Scrutineering of Roll** (sections 81 and 83 LEA and Clause 55 LER). This involves comparing the rolls used at the election or poll upon which there is recorded the fact that an elector has voted. The objective is to establish any dual voting which is disallowed
- **Preliminary and Official Counts** (section 84 LEA, and Clauses 59, 60 and 62 LER). The preliminary count involves the first count of votes immediately following close of voting. The outcome is the preliminary result announced on polling day. The official count follows the preliminary count and includes any remaining special votes. It can commence on polling day and due to special voting issues is usually completed on the Monday or Tuesday following polling day
 Note: With electronic processing, the count processes are computerised tasks undertaken once required reconciliations have been completed. Both counts (preliminary and official) are likely to take several minutes to complete
- **Recount** (section 91 LEA). A recount takes place on the order of a district court judge following an application from a candidate. When required, it involves a recount of the relevant voting documents.

In observing the processes above, it is lawful for a scrutineer to pass on information to any person of the names of persons who have voted (section 68 LEA). The passing on of any other information is not permitted – see offences later in this booklet

Given that the practice has been for all local authority elections to be conducted by postal voting and not by booth voting as per parliamentary elections, scrutineers are less involved in the local elections process than for parliamentary elections

Scrutineers are not entitled or empowered to interfere with the conduct of an election or poll or raise questions of procedure or law with electoral officials. If a scrutineer believes that electoral procedures are not being followed, he or she should draw the matter to the attention of the Electoral Officer.

Appointment of Scrutineers

- For a local authority election a candidate may appoint one or more scrutineers (section 66 LEA)
- In relation to a local authority poll, 10 or more electors, who are either in favour of or opposed to the proposal being polled, may appoint 1 or more scrutineers (section 67 LEA)
- Every scrutineer appointed under sections 66 or 67 of the Act must be appointed in writing (a model letter of appointment is contained in the back of this section)
- An appointment as scrutineer is not valid unless a copy of the notice of appointment is delivered by the candidate or the 10 electors to the Electoral Officer. The Electoral Officer **must** receive this notice not less than **24 hours** before the close of the voting period. The deadline is **12 noon Friday, 7 October 2022** in the case of this year's local authority elections (section 68(1) LEA). It is suggested that a scrutineer should always carry a copy of this notice when undertaking scrutineering duties.
- Section 68(3) of the Act contains three restrictions on who may be appointed a scrutineer. No person can be a scrutineer if they are:
 - a candidate in the elections;
 - a member or employee of any local authority or community board for which the election or poll is being held; or
 - under 18 years of age.

Declaration

No person appointed as a scrutineer can carry out scrutineering duties until they have completed a declaration (section 14(2) LEA and clause 91 LER)

The key obligations for a scrutineer arising from the declaration is that they:

- will well and truly serve in the office of scrutineer; and
- will not directly or indirectly disclose any fact coming to his or her knowledge at the election or poll that he or she is required by the Act not to disclose.

A person appointed as a scrutineer must report to the Electoral Officer or Deputy Electoral Officer on the first day on which he or she is to undertake any scrutineering duty to complete the required declaration. Upon completing the declaration, the scrutineer will be given a 'scrutineer' nametag. This nametag must be returned to the Electoral Officer when the scrutineer leaves the premises where he or she is acting as a scrutineer.

Information to be Supplied by Electoral Officer

As soon as practicable following the appointment of a scrutineer, the Electoral Officer will advise that person of:

- arrangements for the election or poll process that he or she has been appointed for
- what restrictions apply to scrutineers; and
- how that person is expected to conduct themselves.

Arrangements for Roll Scrutiny, Preliminary and Official Counts and any Recount

The Electoral Officer will advise the scrutineer:

- where he or she should go, and at what time, to complete the required declaration before any scrutineering duties can be undertaken
- when and where any planned briefing of candidates and scrutineers about election processes is to be held
- when and where any planned briefing of electoral officials about the election or poll process is to be held
- where the scrutiny of the roll will be conducted (address and office)
- what days and time that the scrutiny of the roll will take place
- that the preliminary count of voting documents will commence at 12 noon on Saturday, 8 October 2022
- when and where the official count will commence and take place and on what days it will extend over if there are special votes to clear with the Registrar of Electors
- on how the preliminary and official counts will be undertaken – manually or electronically
- if a recount has been ordered by a district court judge, where and when that recount will take place
- that no remuneration will be paid to any scrutineer by the local authority for the undertaking of scrutineering duties.

Candidates should note that all vote processing will be carried out in Christchurch and that if they wish to appoint scrutineers all costs thereof are to be met by the candidate.

Restrictions on Scrutineers During Election and Poll Processes

- Pursuant to section 80 of the Act, the EO will process voting documents during the voting period. Scrutineers are prohibited under section 81 of the Act from being present during the early processing of voting documents. Early processing of voting documents does not involve counting or totalling votes for any candidate for election or for or against any proposal in a poll. Counting of votes can only commence for the preliminary count after the close of voting i.e. after 12 noon on Saturday 8 October 2022.
- It is permissible for a candidate in the case of an election, and for 10 electors in the case of a poll, to appoint more than one scrutineer. However, only one scrutineer for any candidate can be present at the same place to undertake scrutineering duties
- It is permissible for scrutineers at any time to leave and return to the undertaking of the roll scrutiny, and after close of voting, the preliminary and official counts. Upon returning to the process, a scrutineer has no power or right to expect the Electoral Officer to go back for his or her benefit and repeat the activities in relation to voting documents that were dealt with in his or her absence. The same practice will apply if a scrutineer is late for the commencement of any of these processes.

Conduct of Scrutineers

The general role of scrutineers is to oversee and observe that particular procedures at an election or poll are undertaken fairly and that votes are counted fairly and reasonably. As the emphasis in relation to the role of scrutineers is on overseeing and observing, it is expected that scrutineers must not talk to electoral officials involved in the roll scrutiny, the preliminary or official counts or in any recount. If a scrutineer believes that electoral procedures are not being followed he or she should draw the matter to the attention of the Electoral Officer. It should not be raised with other electoral officials

A scrutineer must also not seek from the Electoral Officer and other electoral officials any progressive voting trends during the preliminary count

The scrutiny and the preliminary and official counts are critical processes to the outcome of an election or poll and demand a high level of concentration from electoral officials. Accordingly, it is incumbent upon scrutineers not to distract, annoy, linger close by or talk loudly to one another so as to disrupt or upset any electoral officials

In keeping with the needs of electoral staff, scrutineers are not allowed to use or have mobile phones switched on within the area where scrutiny of the roll, the preliminary or official count or a recount is being conducted.

The LEA and LER are silent on the display of any party affiliation by scrutineers. The adopted policy will be what normally applies to scrutineers at parliamentary elections. This provides for the following items, in party colours but without party name, emblem, slogan or logo, may be worn on the person or displayed in a vehicle:

- streamers
- ribbons
- rosettes (but see also the special rule about party lapel badges below)
- items of a similar nature.

Party lapel badges may be worn anywhere on the person. A party lapel badge is any badge or rosette designed to be worn on the lapel and bearing a party name, emblem, slogan or logo. None of the above items may be displayed on bags or briefcases. Political parties will be asked to supply the Electoral Officer with a sample of their rosette prior to the commencement of the polling period. In the case of this year's local authority elections, the polling period commences on Friday, 16 September 2022

Scrutineers should also bring their own refreshments. The Electoral Officer will not provide meals and refreshments for scrutineers.

Offences

Scrutineers can be present at election and poll processes, which will expose them to returned voting documents and information about voting. While scrutineers are permitted to tell any person the names of persons who have voted, under the declaration a scrutineer must not directly or indirectly disclose any fact coming to his or her knowledge at the election or poll that he or she is required by the Act or Regulations not to disclose

Should a scrutineer break their declaration and disclose information which is prohibited then they are likely to have committed an offence under one or more of the following provisions of the LEA:

- section 123, Offences in respect of official documents
- section 129, Infringement of secrecy
- section 130, Disclosing voting or state of election or poll.

These three sections are reprinted in full later. Scrutineers are advised to become familiar with them before they complete their declaration and undertake any scrutineering duties.

Appendix 5

Whakaritenga o ngā Kaititiro

Appointment of Scrutineers

LETTER OF APPOINTMENT OF SCRUTINEER



I (<i>candidate</i>),			
a candidate for the (<i>council/LT etc.</i>):			
(<i>issue/ward/position</i>):			
appoint (<i>full name</i>):			
to act as scrutineer at the following election processes (<i>delete any not applicable</i>):			
1. Scrutiny of the roll	2. Preliminary Count	3. Official Count	4. Recount
Signed:			(<i>candidate</i>)
Notes for candidates:			
1. A copy of this letter of appointment must be given to the electoral officer no later than 24 hours before the close of voting (i.e. by 12 noon Friday 7 October 2022).			
2. Scrutineers should carry this letter at all times when undertaking their scrutineering duties.			
3. At any of the election processes only one scrutineer for each candidate may be present at any one time.			

Appendix 6

Ngā Hēanga Pōtitanga

Election Offences

The Local Electoral Act 2001 includes provisions relating to offences at elections. In particular, candidates are asked to note the following legal requirements:

- Ensure all election advertising includes a proper authorisation statement. Such a statement will include your name (or your agent's name) and the street address for the appropriate place of residence or business. A website or postal address does not suffice.
- Do not interfere or try to influence anyone who is about to vote. Do not offer to collect, post or deliver to the Council completed voting papers from any other elector.
- Do not give, as part of your campaign, any gift or item of value to any other person. An item of value is anything you would expect to pay for and typically may be useful to the recipient other than as election literature. Examples of such items in the lower value category might include pens, biros, message or note pads, rulers, fridge magnets, key-chains and the like.
- Do not, as part of your campaign, provide anyone with anything they can eat or drink, or with any entertainment or other provision. However, light refreshments provided **after** any meeting relating to an election does not amount to treating, but such light refreshments probably should not include alcoholic drinks.

The electoral process in New Zealand is jealously guarded and electoral law is written in such a way so as to reinforce this through prescribing high standards for electoral behaviour.

The penalties for election offences differ. For unauthorised advertisements, the penalty is a fine up to \$1,000. Other offences could result in a larger fine or imprisonment and, in some cases, loss of office as an elected member.

If the Electoral Officer receives any formal complaint about an offence, or become aware of an offence, the matter will be referred the matter to the Police, as required by the Local Electoral Act 2001. The Electoral Officer generally does not have discretion to refuse to report offences.

Information on advertising and election offences is set out in full below, or in other parts of this handbook for advertising, donations and expenses. The detailed law is a little complex in some instances, so the statements presented above are a simplification of the law and should not be regarded as a substitute for reading the statutory provisions.

Candidates are requested to read the following sections of the Act carefully and to ensure that there is no infringement of these provisions either prior to or during the election:

Local Electoral Act 2001

121 Illegal nomination, etc

Every person commits an offence, and is liable on conviction to a fine not exceeding \$2,000, who—

- (a) consents to being nominated as a candidate for an elective office knowing that he or she is incapable under any Act of holding that office; or
- (b) signs a nomination paper purporting to nominate as a candidate a person who is, to the knowledge of the person signing, incapable under any Act of holding that office; or
- (c) signs a nomination paper purporting to nominate another person as a candidate knowing that he or she is not qualified to vote at the election of the person named in the nomination paper as the candidate.

122 Interfering with or influencing voters

- 1) Every person commits an offence, and is liable on conviction to a fine not exceeding \$5,000, who—
 - (a) interferes in any way with any person who is about to vote with the intention of influencing or advising that person as to how he or she should vote:
 - (b) prints, publishes, distributes, or delivers to any person (using any medium or means of communication) a document, paper, notice, or message, being or purporting to be in imitation of any voting document to be used at the election or poll that,—
 - (i) in the case of an election, includes the name of a candidate or candidates, together with any direction or indication as to the candidate or candidates for whom any person should vote:
 - (ii) in the case of a poll, includes a statement or indication as to how any person should vote:
 - (iii) in any way contains or suggests any such direction or indication or other matter likely to influence how any person votes:
 - (c) prints, publishes, or distributes any instruction on the method of marking the voting document that differs in any material way from the instructions required by this Act or any regulations made under this Act to accompany the voting document.
- 2) Despite subsection (1)(b), it is not an offence under that subsection to print, publish, distribute, or deliver a card or leaflet (not being an imitation voting document) on which is printed—
 - (a) the names of all or any of the candidates and the elective offices for which they are candidates (with or without the name of the organisations or groups to which those candidates are affiliated, and including those who are independent); and
 - (b) nothing else.

- 3) Nothing in this section applies to—
- any official statement or announcement made or exhibited under the authority of this Act or regulations made under this Act; or
 - any candidate profile statement, published, displayed, or distributed under the authority of this Act or regulations made under this Act.

123 Offences in respect of official documents

- Every person commits an offence who—
 - intentionally removes, obliterates, or alters any official mark or official writing on any voting document, or other official document used at an election or poll;
 - intentionally places any mark or writing that might be mistaken for an official mark or official writing on any voting document, or other official document used at an election or poll;
 - forges, counterfeits, fraudulently marks, defaces, or fraudulently destroys any voting document, or other official document used at an election or poll, or the official mark on that document;
 - supplies, without authority, a voting document to any person;
 - obtains or has possession of any voting document, other than one issued to that person under this Act or any regulations made under this Act for the purpose of recording his or her vote, without authority;
 - intentionally destroys, opens, or otherwise interferes with any ballot box or box or parcel of voting documents without authority.
- Every person who commits an offence against subsection (1) is liable on conviction,—
 - in the case of an Electoral Officer or other electoral official, to imprisonment for a term not exceeding 2 years;
 - in the case of any other person, to imprisonment for a term not exceeding 6 months.

124 Voting offences

Every person commits an offence, and is liable on conviction to imprisonment for a term not exceeding 2 years, who—

- votes or applies to vote more than once at the same election or poll; or
- without authority, removes, deletes, or otherwise interferes with any voting document, or other record of a vote that has been cast.

125 Bribery

- Every person commits the offence of bribery who, directly or indirectly, on that person's own or by another person,—
 - gives, lends, agrees to give or lend, offers, promises, or promises to obtain any money or valuable consideration to or for any elector, or to or for any person on behalf of any elector, or to or for any other person, in order to induce any elector to vote or refrain from voting; or

- gives or obtains, agrees to give or obtain, offers, promises, or promises to obtain or to try to obtain any office or place of employment to or for any elector, or to or for any person on behalf of any elector, or to or for any other person, in order to induce the elector to vote or refrain from voting; or
- corruptly does any act referred to in paragraph (a) or paragraph (b) on account of an elector having voted or refrained from voting; or
- makes any gift, loan, offer, promise, or agreement referred to in paragraph (a) or paragraph (b) for, or with, any person in order to induce that person to obtain or try to obtain the election of any person or the vote of any elector; or
- upon or as a consequence of any gift, loan, offer, promise, or agreement referred to in paragraph (a) or paragraph (b), obtains, or tries to obtain, the election of any person or the vote of any elector; or
- advances or pays, or causes to be paid, any money to or for the use of any other person, intending that that money or any part of it will be used for bribery at any election or poll; or
- knowingly pays or causes to be paid any money to any person in discharge or repayment of any money wholly or partly used for bribery at any election or poll.

- An elector commits the offence of bribery if,—
 - before or during the voting period at the election or poll, he or she, directly or indirectly, on his or her own or by another person, receives, or agrees or contracts for, any money, gift, loan, or valuable consideration, office, place, or employment for himself or herself or for any other person for voting or agreeing to refrain from voting;
 - after the voting period at the election or poll, he or she directly or indirectly, on his or her own or by another person, receives any money or valuable consideration on account of any person having voted or refrained from voting or having induced any other person to vote or refrain from voting.
- Every person who commits the offence of bribery is liable on conviction to imprisonment for a term not exceeding 2 years.

126 Treating

- Every person commits the offence of treating who corruptly, before, during, or after an election or poll, and directly or indirectly, on that person's own or by another person, gives or provides, or pays wholly or in part the expense of giving or providing, any food, drink, entertainment, or provision to or for any person—
 - for the purpose of influencing that person or any other person to vote or refrain from voting; or
 - for the purpose of obtaining his or her election; or
 - on account of that person or any other person having voted or refrained from voting, or being about to vote or refrain from voting.

- 2) Every holder of a licence under the Sale and Supply of Alcohol Act 2012 commits the offence of treating who knowingly supplies any food, drink, entertainment, or provision—
 - (a) to any person, if the supply is demanded for 1 or more of the purposes specified in subsection (1); or
 - (b) to any person, whether an elector or not, for the purpose of obtaining the election of a candidate or affecting the result of a poll, and without receiving payment for it at the time when it is supplied.
- 3) Every elector who corruptly accepts or takes any such food, drink, entertainment, or provision also commits the offence of treating.
- 4) Despite subsections (1) to (3), the provision of light refreshments after any meeting relating to an election or poll does not constitute the offence of treating.
- 5) Every person who commits the offence of treating is liable on conviction to imprisonment for a term not exceeding 2 years.

127 Undue influence

- 1) Every person commits the offence of undue influence—
 - (a) who, directly or indirectly, on that person's own or by another person, makes use of or threatens to make use of any force, violence, or restraint against any person—
 - (i) in order to induce or compel that person to vote or refrain from voting;
 - (ii) on account of that person having voted or refrained from voting;
 - (b) who, by abduction, duress, or any fraudulent device or means,—
 - (i) impedes or prevents the free exercise of the vote of any elector;
 - (ii) compels, induces, or prevails upon any elector either to vote or to refrain from voting.
- 2) Every person who commits the offence of undue influence is liable on conviction to imprisonment for a term not exceeding 2 years.

128 Personation

- 1) Every person commits the offence of personation who, at any election or poll,—
 - (a) votes in the name of some other person (whether living or dead), or of a fictitious person;
 - (b) having voted, votes again at the same election or poll;
 - (c) having returned a voting document, applies for or returns another voting document with the intention of returning an additional valid voting document or invalidating a vote already cast at the same election or poll (whether or not any voting document he or she returns is valid).
- 2) Every person who commits the offence of personation is liable on conviction to imprisonment for a term not exceeding 2 years.

129 Infringement of secrecy

- 1) Every Electoral Officer, Deputy Electoral Officer, and other electoral official—
 - (a) must maintain and assist in maintaining the secrecy of the voting; and
 - (b) must not communicate to any person, except for a purpose authorised by law, any information likely to compromise the secrecy of the voting.
- 2) No person, except as provided by this Act or regulations made under this Act, may—
 - (a) interfere with or attempt to interfere with a voter when marking or recording his or her vote; or
 - (b) attempt to obtain, in the building or other place where the voter has marked or recorded his or her vote and immediately before or after that vote has been marked or recorded, any information as to any candidate for whom, or the proposal for or against which, the voter is about to vote or has voted; or
 - (c) communicate at any time to any person any information obtained in the building or other place where the voter has marked or recorded his or her vote and immediately before or after that vote has been marked or recorded, as to—
 - (i) any candidate for whom, or the proposal for or against which, the voter is about to vote or has voted; or
 - (ii) any number on a voting document marked or transmitted by the voter.
- 3) Every person present at the counting of votes must—
 - (a) maintain and assist in maintaining the secrecy of the voting; and
 - (b) must not, except as is provided by this Act or regulations made under this Act, communicate any information obtained at that counting as to any candidate for whom, or proposal for or against which, any vote is cast by a particular voter.
- 4) No person may, directly or indirectly, induce any voter to display or provide access to his or her voting document or any copy of that document after it has been marked or transmitted, so as to make known to any person the name of any candidate for or against whom, or proposal for or against which, the voter has voted.
- 5) Every person commits an offence who contravenes or fails to comply with this section.
- 6) Every person who commits an offence against subsection (5) is liable on conviction to imprisonment for a term not exceeding 6 months.

130 Disclosing voting or state of election or poll

- 1) Every Electoral Officer, Deputy Electoral Officer, other electoral official, Justice of the Peace, or scrutineer commits an offence who—
 - (a) makes known for what candidate or candidates or for which proposal any particular voter has voted for or against, except as provided by this Act or regulations made under this Act; or

- (b) before the close of voting, makes known the state of the election or poll or gives or pretends to give any information by which the state of the election or poll may be known.
- 2) Subsection (1)(b) does not prevent an Electoral Officer from disclosing the total number of voting documents so far returned at an election or poll at any time during the voting period.
- 3) A person who commits an offence against subsection (1) is liable on conviction to a fine—
 - (a) not exceeding \$5,000 for an Electoral Officer or Deputy Electoral Officer;
 - (b) not exceeding \$2,000 for any other person.
- 2) If this subsection applies, the Electoral Officer must—
 - (a) report the complaint or belief to the Police; and
 - (b) provide the Police with the details of any inquiries that he or she considers may be relevant.
- 3) Subsection (2) does not prevent any person from reporting an alleged offence to the Police.
- 4) Despite subsection (2), an Electoral Officer is not required to report the failure by a candidate to file a return under section 112A if the candidate files the return promptly after being required to do so by the Electoral Officer.

131 Penalty for Electoral Officer, Deputy Electoral Officer, and other electoral officials

Every Electoral Officer, Deputy Electoral Officer, or other electoral official commits an offence, and is liable on conviction to a fine not exceeding \$2,000, who is guilty of any intentional or reckless act of commission or omission contrary to the provisions of this Act or regulations made under this Act in respect of any election or poll, and for which no other penalty is imposed by this Act or regulations made under this Act.

General Provisions

137 Property may be stated as being in Electoral Officer

In any proceedings for an offence in relation to any voting documents or other official documents, files, records, instruments, or devices used officially for an election or poll, the property in those documents, files, records, and instruments is to be treated as that of the Electoral Officer at that election or poll.

138 Duty to take action in respect of offences

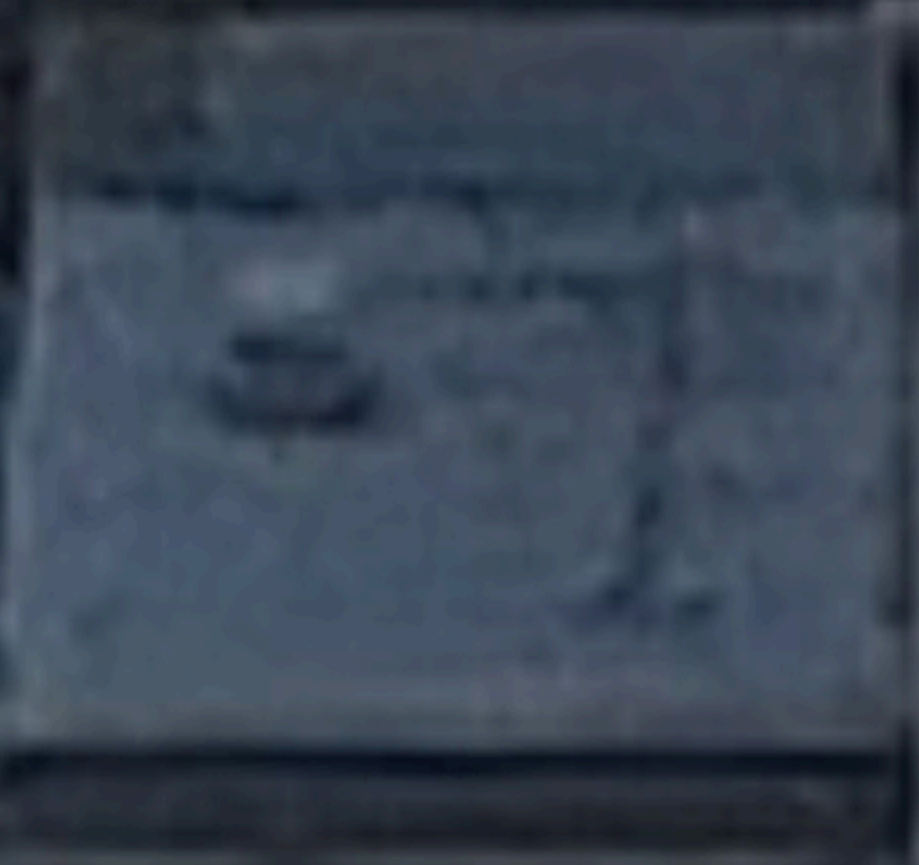
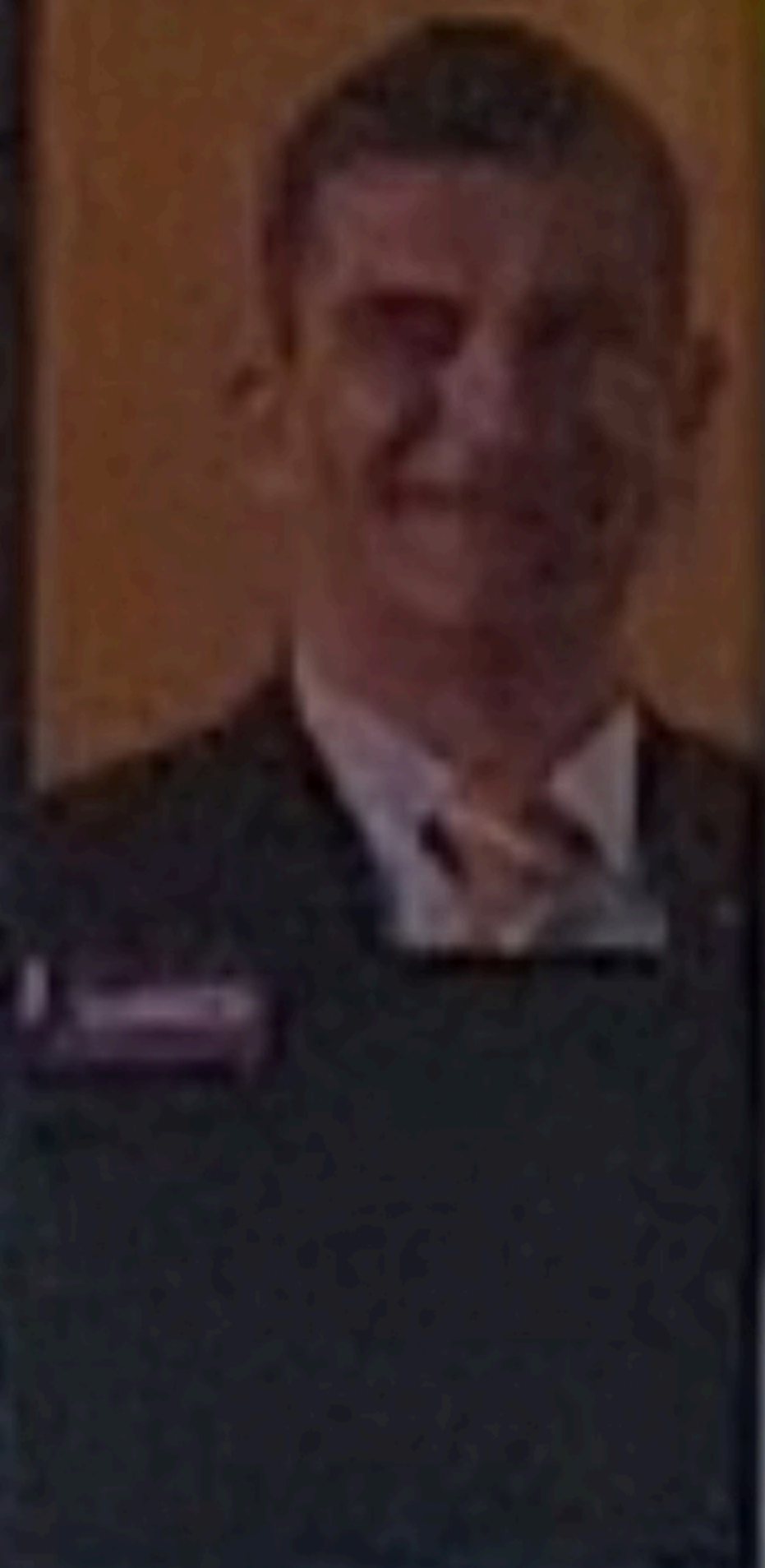
- 1) Subsection (2) applies if an Electoral Officer—
 - (a) receives a written complaint that an offence has been committed under—
 - (i) Part 5; or
 - (ii) Part 5A; or
 - (iii) this Part; or
 - (b) believes for any other reason that an offence has been committed under either of the Parts specified in paragraph (a).

From: [Jennifer Parker](#)
To: [Warwick Lampp](#)
Subject: Eagle billboard #2
Date: Monday, 27 June 2022 3:35:59 pm
Attachments: [Screenshot_20220627-153442_Gallery.jpg](#)

Didn't need to leave the office to take this picture- on The Terrace

Get [Outlook for Android](#)

**VOTE
EAGLE**



From: [Jennifer Parker](#)
To: [Warwick Lampp](#)
Subject: Eagle billboard
Date: Monday, 27 June 2022 3:07:53 pm
Attachments: [20220627_150325.jpg](#)

Get [Outlook for Android](#)



From: [Warwick Lampp](#)
To: [Richard MacLean](#); [Jennifer Parker](#); [Stephen McArthur](#)
Cc: [Tim Power](#)
Subject: RE: Drive with Heather DPA - NewstalkZB request re billboards
Date: Wednesday, 6 July 2022 3:00:49 pm

Yes, agreed, I am all good if you kick it to touch Richard.
W

From: Richard MacLean <Richard.MacLean@wcc.govt.nz>
Sent: Wednesday, 6 July 2022 1:52 PM
To: Jennifer Parker <Jennifer.Parker@wcc.govt.nz>; Stephen McArthur <Stephen.McArthur@wcc.govt.nz>; Warwick Lampp <wlampp@electionz.com>
Cc: Tim Power <Tim.Power@wcc.govt.nz>
Subject: FW: Drive with Heather DPA - NewstalkZB request re billboards

Greetings all – my gut feeling is to tell NewstalkZB that we'd rather not do this interview – mainly because the issue is not really moving forward. Does anyone agree/disagree??
Cheers
Richard M – media team

From: Brooke Hobson <brooke.hobson@nzme.co.nz>
Sent: Wednesday, 6 July 2022 1:41 pm
To: Richard MacLean <Richard.MacLean@wcc.govt.nz>
Subject: Drive with Heather DPA - ZB request

Hi Richard,

I'm a producer for Drive on ZB. We're keen to chat about the Paul Eagle and the billboards this evening on the show at 5.35pm. Are you or anyone from council available?

Thanks,
Brooke

BROOKE HOBSON

Producer - Heather du Plessis Allan Drive, Early Edition & Saturday Morning with Jack Tame

M: +64 [REDACTED]
E: brooke.hobson@nzme.co.nz

From: [Jennifer Parker](#)
To: [Media: Warwick Lampo](#)
Subject: RE: media request for comment re Paul Eagle - Warwick what do you think???
Date: Tuesday, 5 July 2022 1:20:28 pm

Kia ora Richard
There s no problem with these from our end I suppose parliamentary services may have a view

Ngā mihi
Jennifer

Jennifer Parker
(Pronouns: She/Her)
Kaiwhakahaere Ratonga Manapori & Āpiha Pōtītanga Tuarua | Manager of Governance and Democracy Services & Deputy Electoral Officer | Strategy & Governance | Wellington City Council
P 04 801 3167 | M 021 564 843
E jennifer.parker@wcc.govt.nz | W Wellington.govt.nz |
Enrol to vote or update your details at vote.nz!

The information contained in this email is priv leged and confidential and intended for the addressee only.
If you are not the intended recipient, you are asked to respect that confidentiality and not disclose, copy or make use of its contents.
If received in error you are asked to destroy this email and contact the sender immediately. Your assistance is appreciated.

Absolutely Positively
Wellington City Council
Me Heke Ki Pōneke

From: Media <Media@wcc.govt.nz>
Sent: Tuesday 5 July 2022 12 31 pm
To: Jennifer Parker <Jennifer.Parker@wcc.govt.nz>; Warwick Lampo <wlamp@electionz.com>
Subject: media request for comment re Paul Eagle - Warwick what do you think???

Warwick I presume the answer to these questions is that there are no breaches from your point of view – or am I wrong??? All intel appreciated.
Cheers
Richard M – WCC Comms

From: Salient Chief Reporter <chiefreporter@salient.org.nz>
Sent: Tuesday 5 July 2022 12 03 pm
To: Media <Media@wcc.govt.nz>
Subject: URGENT REQUEST FOR COMMENT - ELECTORAL OFFICER

Kia ora,

My name is Ethan and I'm Salient Magazine's Chief Reporter and the ASPA press gallery journalist

I'm reaching out with an urgent media query regarding Paul Eagle's mayoralty campaign for the Wellington local body elections

Eagle is still a member of Parliament while campaigning for Mayor, he also still has Labour party branded billboards up promoting him as MP, I would like to know if this is a breach of campaigning restrictions considering he is running for council yet still has billboards up paid for by Parliamentary service?

He also has until last week been using his Facebook page "Paul Eagle MP" to promote his mayoral bid, is this a breach in terms of using his MP position to promote himself as a candidate?

Please let me know if you can help,

Ngā mihi,

Ethan Manera (he/him)
Chief Reporter

Salient

Student Union Building
PO Box 600 Wellington
Victoria University of Wellington

[Facebook](#) | [Instagram](#) | [Twitter](#)

Lessons Learnt and Feedback

2019 Election and Transition
18 December 2019



Contents

- Background and Content.....3**
- Context – Election Project Organisation4**
- Context – Notable Events in Election5**
- Key Observations and Recommendations6**
- Output of Steering Group Workshop10**
- Debriefing with electionz.com11**
- Presentation by Deputy Electoral Officer13**
- Workshop Workstream Lead and Key Participants14**
- Key Participants Observations – outside workshops.....17**
- Feedback from Casual Staff19**
- Email Feedback from Election Weekend workers.....24**

Background and Content

It is good practice to ensure that those running future elections have access to the experiences and insights of those undertaking the work in this election

Insights of participants, taking feedback on both what went well (and should be repeated) and areas that could be improved upon, have been collated. A number of mechanisms were used to capture feedback, including:

1. Interviews and/or response to email requests with those involved
2. A workshop with the key service provider – electionz.com
3. A workshop for the Steering Group, covering a self assessment together with observations on lessons learnt
4. Workshop for those working on the project
5. Project Manager observations.

The purpose of this document is to capture all the feedback, so that it is available for those managing and/or running the next election.

Key themes and recommendations have been drawn from the feedback and are provided in the early part of the document.

Feedback is captured comprehensively, as it was provided. This has been supplemented with a presentation provided by the Deputy Election Officer (highlighted some identified trends) and appears in the later sections of the document. It is expected that this will provide useful reading for those charged with running the next election.

Context – Election Project Organisation

The election was scheduled for 13 October 2019.

The project was organised around four workstreams:

1. Election – running the election, meeting the statutory requirements etc
2. Communication – internal and external communication around the election
3. Transition enablement – ensuring the transition between one triennium and the next was smooth, and
4. Governance Changes – supporting the implementation of governance changes required by the Mayor etc.

Each workstream was led by a Workstream Lead. Assignment as a Workstream lead was within the context of the individuals' existing role, albeit work peaks meant it became full time for a period around the election itself. Additional staff were allocated to support the election activities at peak times (three headcount were casual staff brought on for the activity, others were re-assigned from other duties as required).

A part-time project manager co-ordinated the activity, and reported to a Steering Group. The Steering Group was chaired by the Director Strategy and Governance, and met on an approximately monthly cycle.

The Steering Group made key decisions, including approval of the High Level and Implementation Plans, an Assurance Plan and confirmed the requirement for a "light" level of Project Management.

The Workstream Leads met weekly with the project manager to review status, and monthly to update the project risks.

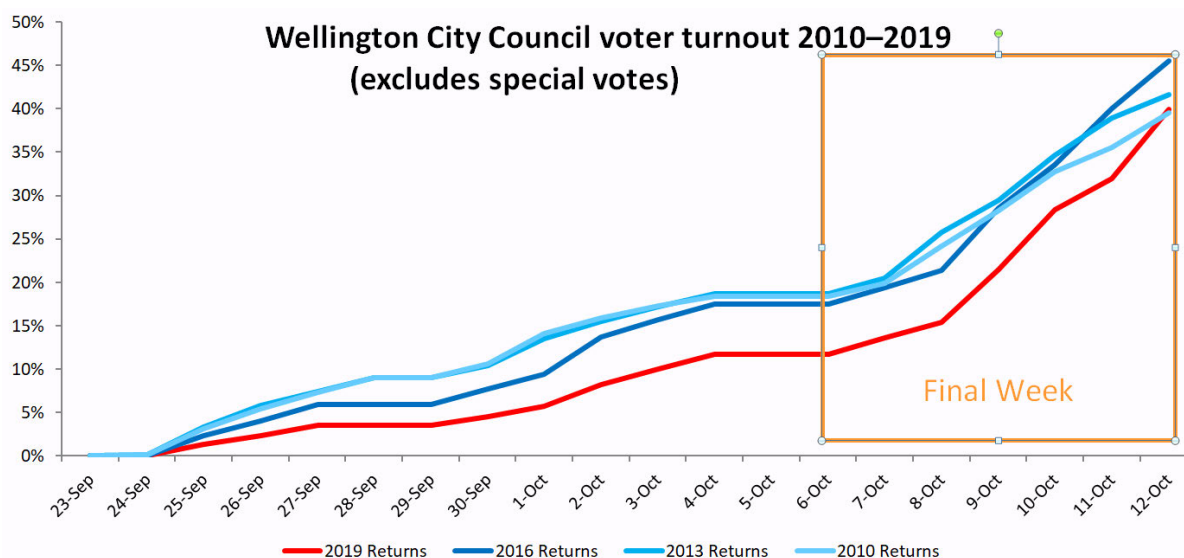
Although there had been some earlier work on the communication plan, co-ordinated planning and management started with the appointment of the project manager in February – some two months earlier than in previous elections. The relatively early start was a strategy to manage an identified risk of the relatively low level of WCC election experience within the team.

Costs were managed through operational budgets – there was no project budget.

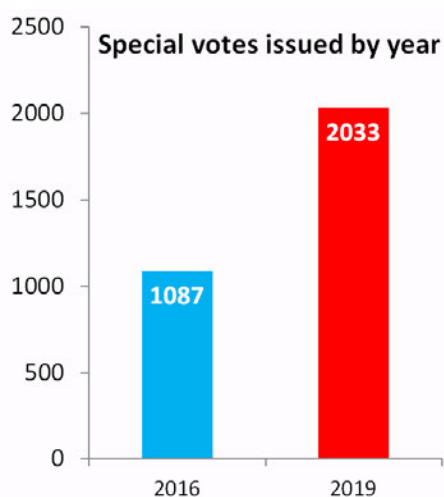
Context – Notable Events in Election

Overall the Election Project delivered as planned. In reviewing the Lessons Learnt and planning the next election, the notable events below may be provide useful prompts for consideration.

1. During the election period there was commentary that the participation rate was low by comparison with pre-ceding years. Participation levels did reach similar levels, but with a higher proportion in the last week of voting.



2. There were also a larger number of special votes to be processed. Each special vote takes additional time and effort to process by the electoral team



3. Because of the large number of votes to be processed on the last day (>5,000), and the closeness of the mayoral race, preliminary results were not available as had been anticipated on the Saturday of the voting day. This meant additional work on the Sunday.
4. The mayoral race was close, and one of the candidates went through legal process, seeking a recount. The court eventually declined the recount, but there was a period of uncertainty for those involved. Executive decisions were required to continue with matters such as the Swearing-In ceremony, irrespective of the potential recount process.

Key Observations and Recommendations

1. The shape, scope, plan, appropriate project management and governance of the next election project will need to be built in light of the trends that emerged in this election (and which may continue) and/or other trends and requirements identified.
 - a. The level of project management provided for this project was very light. Overall, comments about the project management were positive, with the co-ordination appreciated. There were also comments that some aspects (such as managing peak workflows, what was seen as a delayed result and a recount) could have been better planned.
 - b. There are a number of considerations that may change the shape, scope and nature of the election. A decision on these matters should drive any decision around the requirement for governance and project management. These could include:
 - i. Changes to the election protocols/processes – work has been initiated to consider improvements to how the election and voting systems work, potentially including legislation and/or regulations. Although possible, this now seems unlikely to encompass online voting. The extent and impact of any change(s) needs to be understood so that the impact on work, resource, cost and potential risk is assessed.
 - ii. The level of security – reflecting general changes in society there may be a requirement to enhance the level of security provided for aspects of the election (eg secure ballot boxes, separate/secure facilities for those processing votes etc). Any substantive change would have cost, potential resource, and planning implications.
 - iii. Consideration of the approach to engaging voters – there was commentary around the participation level achieved, albeit it was largely in line with recent elections. Any engagement campaign will need to take account of ongoing changes in technology etc (as did this campaign). If a significant lift is to be achieved other initiatives may be required.
 - iv. Continued or elevated shift in voter behaviour – with more special votes and/or votes occurring later in the period, different strategies and/or resourcing models may be required to effectively manage the election.

Of course there may be other changes, but any substantive change in any or all of the above would change the risk profile and have cost, resource, and planning implications.
 - c. WCC should be giving consideration to these examples (and any other considerations), so that the scope of the Election project is clear 18 – 24 months in advance of the next election, to allow sufficient time to define the resource, budget, project management and governance required.

2. Election activity

- a. The election activity received considerable focus in the feedback received. Overwhelming the feedback was positive, highlighting the capability of the Deputy Electoral Officer, the strength of the election services provider and the trialing of some shared facilities. Conversely the peak time pressure points, which were said to be exacerbated by changing behaviours, caused some concern.
- b. A summary of the key points included:
 - i. Resourcing - there were many observations about the pressures on resources, particularly at peak times and the extent of training/induction received.
 - ii. The core role played by electionz.com was crucial.
 - iii. Space limitations - whilst support from library was great, there were space limitations during peak which created difficulties. Space needs to be provided based on security requirement and an understanding of throughput. This could be in a single dedicated space or several dedicated spaces (potentially within council owned public sites)
 - iv. Overall processes defined were seen as appropriate and effective
 - v. Shared ballot boxes at Wellington Railway Station - approach could be expand to enrolment, and potentially other locations
 - vi. The collection and utilisation of metrics, both in terms of the votes cast, but also the queries received and processed, should be used in planning the next election resource plan.
- c. A number of detailed, more minor recommendations were also made (and found in the detailed feedback attached)
- d. Recommendations would be to:
 - i. Use data available, extrapolating identified trends, when planning resources, with specific consideration for planning peaks.
 - ii. Consider extending the concept of shared facilities.
 - iii. Space requirements should be developed based on an understanding of an efficient operation and security requirements.
 - iv. Those involved in planning and managing the next election would benefit from reviewing all the detailed feedback (contained at the end of this document)

3. Project Management

- a. Overall there was positive feedback over having an independent project manager providing co-ordination, regular status meetings/reports and an independent critical eye.
- b. Areas that went well, that should be repeated, included:

- i. Regular status meetings, with increasing frequency and the management of these in terms of timeliness, agenda, action items etc
 - ii. The early engagement of those in support functions (eg Web, Service Centre etc), although involving them earlier in status meetings may have been beneficial
 - iii. The level of reporting provided for Steering Group
- c. Areas for improvement noted were:
 - i. In some areas work was largely determined outside the project (either by ELT or CEO - eg Pre-election Report and Away Day) potentially adding to the risk. Different structure, scope, project management techniques may have alleviated this.
 - ii. The project manager was absent at a crucial time, which had a negative impact on the work at that time.
 - iii. There was a real struggle to juggle between BAU and election work
 - iv. More work could have been done in contingency planning
 - v. The separation of management from doing roles was inadequate, particularly at pressure points – at times key players were providing detailed technical advice, dealing with customers, undertaking detailed administrative tasks and being asked to maintain effective management oversight. This added to individual pressures, reduced management effectiveness and the ability to respond to any issues/situations.

4. Communication effectiveness

Relatively little feedback was received on communication activities, but a recognition to keep pace with technology and societal trends, including mechanisms to clarify the differences between candidates

5. Governance

- a. Overall the Steering Group felt that the project was effectively managed with the right level of project management/governance for the particular circumstances.
- b. There was some feedback that the governance effectiveness may have been adversely affected by:
 - i. A relatively high turnover both within the Steering Group and the ELT, particularly in the early phases of the project; and
 - ii. A lack of clarity in some areas over what matters were within the ambit of the Steering Group and which needed engagement from ELT.
- c. The key recommendation is, having made decisions on the shape and scope of the project, a decision on the appropriate governance and project management should then be made. Particularly given a currently relatively low level of maturity in project management, if a higher level of project management is required, WCC may consider:

- i. Providing specific training for steering group members on their role
- ii. Bringing an independent consultant on to the Steering Group to guide some of the questions/debate, recommend action for the

Output of Steering Group Workshop

Having reviewed and noted the Lessons Learnt observations to date, the Steering Group made the following further observations:

1. As a Steering Group perception is that, overall things went well
 1. There were no moments of anxiety, where intervention was needed
 2. The project management level was about right, although more emphasis could have been placed on contingency planning.
2. Decisions should be framed based on the data available:
 1. Look for the opportunity to use data to define communication strategies and build plans (for example understanding the demographics of who voted to build targeted campaigns)
 2. Acknowledged that there were reports on queries which were used to monitor query types and performance
 3. Such data should underlie reporting and recommendations to Steering Group.
3. Not clear that the Steering Group had the full mandate to direct the project
 1. ELT appeared to engage in aspects of the project, effectively taking over direction of the project (eg: Approach to Induction) and being the cause of some rework etc.,
 2. Exacerbated by the extent of change in personnel both in the Steering Group and ELT
 3. For the future, may need strategies to:
 1. Provide context for ELT on how an election at WCC works
 2. Engage and gain endorsement of ELT early on in aspects such as Induction
4. There were some issues with voters accessing Arapaki and not being able to vote in the Council offices. These are likely to be addressed by the time of the next election.
5. The communication strategy did what was required - effectively achieved a similar level of voter turnout as in other recent elections. If a substantive lift is the target, will need an altogether different approach, eg a single agency running all elections, simplifying processes and engaging throughout the year (ie not just in the lead up to an election).
6. There is an initiative to review and improve local government elections, but the current sentiment is that Online Voting will not be considered (for either local or general elections).
7. The induction sessions have been very well received with elected members providing positive feedback.

Debriefing with electionz.com

A workshop was held with key representatives of electionz.com on 10 December. Attendees were:

- WCC: Simon Dixie, Anusha Guler, Dominic Tay, Jennifer Parker
- electionz.com: Steve Kilpatrick, Warwick Lampp

The group made the following observations

Review of electionz.com processes and performance

Positive

1. Emails detailing the status and what needs to be done, although some very long
2. Pleased with everything
3. Willingness of the team to pick up the phone to ask for something or to answer (always an alternative to Warwick)
4. Speed of turn around with products (o public notices etc), and in particular the Lambton ward special voting papers
5. Compliment on final version of the document that went to court evidencing the processes etc
 1. Lots of help from Simpson Grierson
 2. Best practice document
6. Noted that WCC got results ahead of other STV elections by the other provider.
 1. WCC is the priority

Areas for improvement

1. electionz.com have good plans and processes (supported by Deloitte's review, and now by the documentation provided to the court), but for someone coming in hard to access the information about what these are
 1. Challenging in understanding who is responsible for what activity
 2. Challenging to understand the detailed processes and plan
 3. Difficult to give any assurance based on this
 4. electionz.com acknowledged they under-estimated the value of providing information on processes etc,
 5. Request that at the beginning of the project, Electionz.com provide a process timeline for the Election planning and event (including timing of Deloitte's report etc)
2. Candidate seminar may be improved
 1. Consistency
 2. Online system/video
 3. BUT there was value from councillors learning from the discussion
 4. Suggestion of using webinars.
 5. Noting that there were 60 candidates, but only 10 attendees
3. Media statements made by EO did not help the case with the re-count.
 1. Warwick's belief was that these comments (late votes, queues, NZPost) were outside the recount.
 2. In hind-site, may not have made any comment at all.
 3. Approach was to answer questions, impartially and neutrally.
4. Comment that the number of votes received on last day challenged resource was a surprise.
 1. Setting up the expectation of timelines and what will trigger a delay

Review of WCC processes and performance

Positive

1. Dominic and casual staff picked up what was needed to be done quickly
2. WCC answered the phone routinely
 1. No-one from the operational team took leave at a critical time

Areas for improvement

1. Confusion at electionz.com and at WCC over nomination page on website.
 1. WCC did not use the mechanism provided by electionz.com
 2. Used our own, which led to duplication and some confusion
2. Format of the website for results was not the same as others, and this caused confusion.
 1. No informals or blanks
3. In future, would just put the information up on their (electionz.com) web site, and leave WCC to also put up what they need.
4. Web-site crashed, but there was an alternate site.
5. Special vote register errors
 1. Possibly an error with Trove (WCC depository)
 2. Trend is for this to continue increasing, and we have to assume it will continue to be high and increasing (notwithstanding proposed changes from Electoral Commission)
 3. electionz.com have identified this as a piece of work - to come up with a consistent template and mechanism and/or some digitisation

General Comments and Observations

1. For electionz.com it is unusual to have a customer without anyone in the team having a good knowledge of the election and required processes.
2. Ratepayer process is complicated and confusing. electionz.com are doing some work to simplify/improve.
3. Improvements on processes in general are constrained by statutory requirements
4. Still not clear on aspects of insurance cover for the recount, away or may not cover the costs of mitigating the recount.
 1. People at Marsh new to the process, and still working
 2. Will make a claim, but unsure of the outcome.
 3. Insurers waiting the outcome of court processes - judgement on where cost lie.
 4. Should be negotiated for the next election.

Presentation by Deputy Electoral Officer

Dominic Tay was the Deputy Electoral Officer for the election, and Workstream Lead for the election. He made a brief presentation for SOLGM, reflecting on what he had seen in the election and some of his observations.

He provides comments and analysis on key behavioural trends (the number of special votes and the increasing proportion of votes received later in the voting period) drift to voting late in the election period), and his own observations around engaging with prospective voters.

There are two documents: the first a presentation, and the second his speaking notes. These are stored in Trove and provided for consideration in planning the next election.

Links are provided below:

- The Powerpoint presentation.

EAT 2019 Lessons Learnt - Presentation to SOLGM - Reaching the voters.pptx

<http://wccecm/otcs/llisapi.dll/link/27893205>

- The speaking notes.

EAT 2019 Lesson Learnt -Presentation to SOLGM - reaching the voters.docx

<http://wccecm/otcs/llisapi.dll/link/27889694>

Workshop Workstream Lead and Key Participants

There was a workshop run on 6 November, designed for workstream leads and key participants.

What went well

- Shared ballot boxes at the Wellington railway station at peak hours between 6 – 9.30 am and 4.30 – 6.30 pm; approx. 1300 votes were deposited here. Could also enrol here. This could be improved by being able to vote here; this was restricted by resourcing issues and the Electoral commission was unable to supply this.
- The Electoral Officer, Warrick, provided fantastic communications and service, and Council staff felt well supported by him. For example, even though Warrick had 42 council elections to manage, he was available on the phone daily, including the last Saturday. The service was worth its weight in gold, would highly recommend and use again.
- There was good staff resourcing and reserve staff as backup, which worked well to cope with unexpected last minute volumes especially at Aropaki.
- Straightforward and early training meant that a FAQ list was ready for teams (phone and email to contact centre) to answer queries from voters.
Logging the above queries meant that good data information was available to understand the story of what issues were going on, and will be really useful for the next election.
As part of this, reports run on the query data meant Council could track what was happening, what the trends were. This also gave assurance e.g. no rogue postie failing to deliver voting papers
- Via the contact centre, phone calls from voters requesting voting papers were turned into emails and sent through to the appropriate Democracy team, which meant that the voting papers could be sent through straightaway – this streamlined the approach for the customer and Council by reducing repetition.
- Early consultation with the Customer Service team gave a really good heads up and idea of what would be needed down the track, great for them to have early involvement for planning.
- Workstream meetings for those directly involved went well e.g. good frequency that increased closer to crunch time.
- External project manager really helpful resource at the higher level; keeping things on track, getting ball rolling in different areas at the right time. Outside perspective brought a critical eye and questions that was needed.
- A Process map which highlighted what would touch which team and when throughout the Election, was a really good visual of what would be needed looking ahead for planning.
- A large library trolley with folders filled with files of envelopes, helped keep track of the number of voting papers going out to each area.
- Ballot boxes were placed in three new locations; the votes received exceeded expectations.
- Nationally, other Councils did some things that worked really well e.g. supermarket ballots – we should piggy back off their success for next time
- We've tracked what has come through from each ballot box in each area; we have a good baseline view to help prepare next time.
- Regional coordination during planning meant special votes were able to be cast for any Council at any location. However counting this is hard as all envelopes look the same; could we consider color coding envelopes for efficiency?

What can go better?

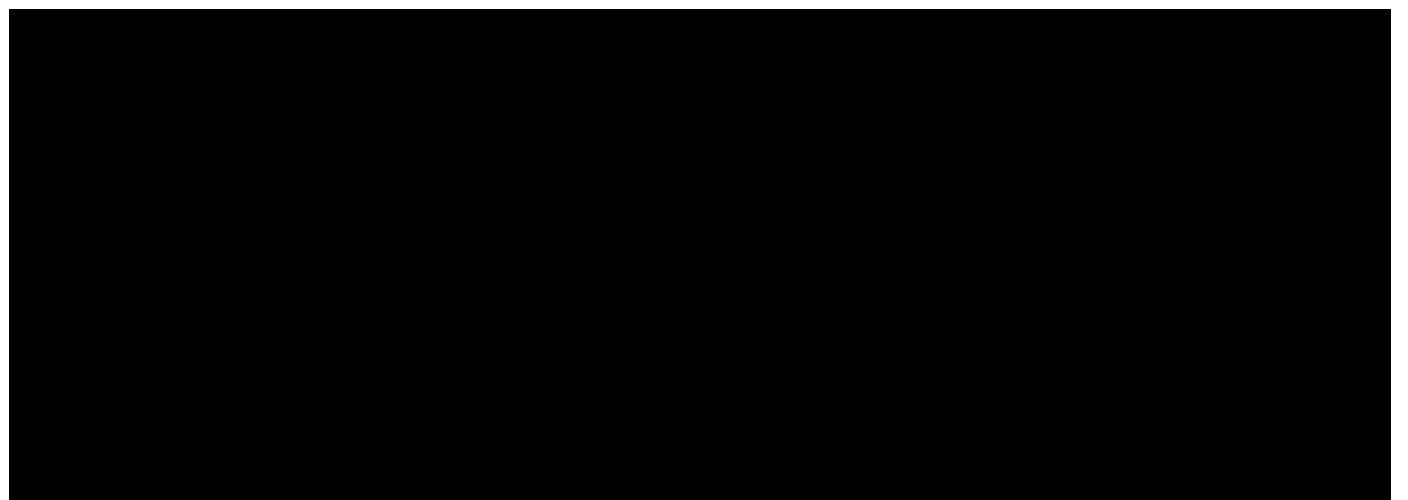
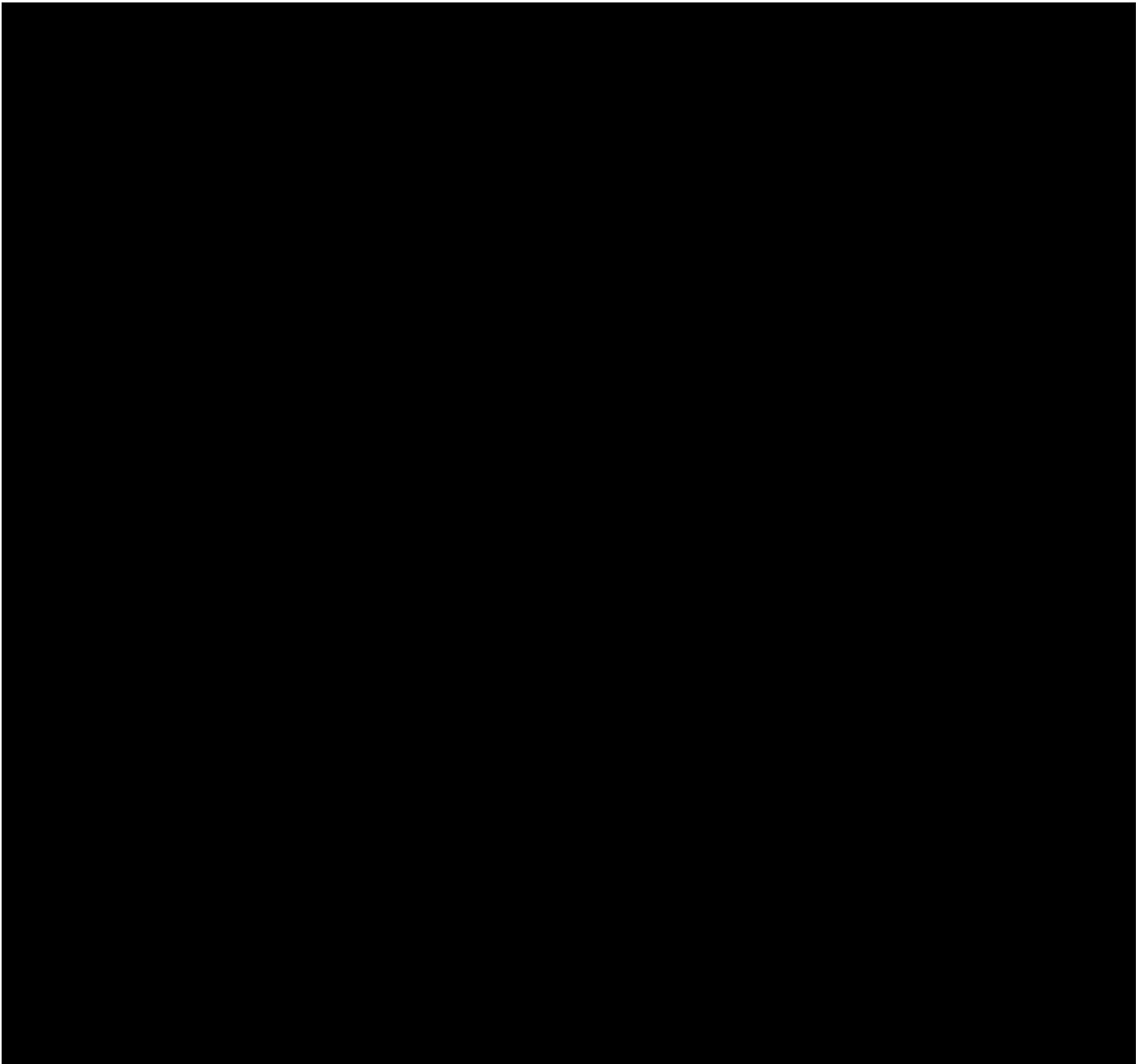
- Difficult to learn from 2016 Election due to staff turnover and information not available for learnings.

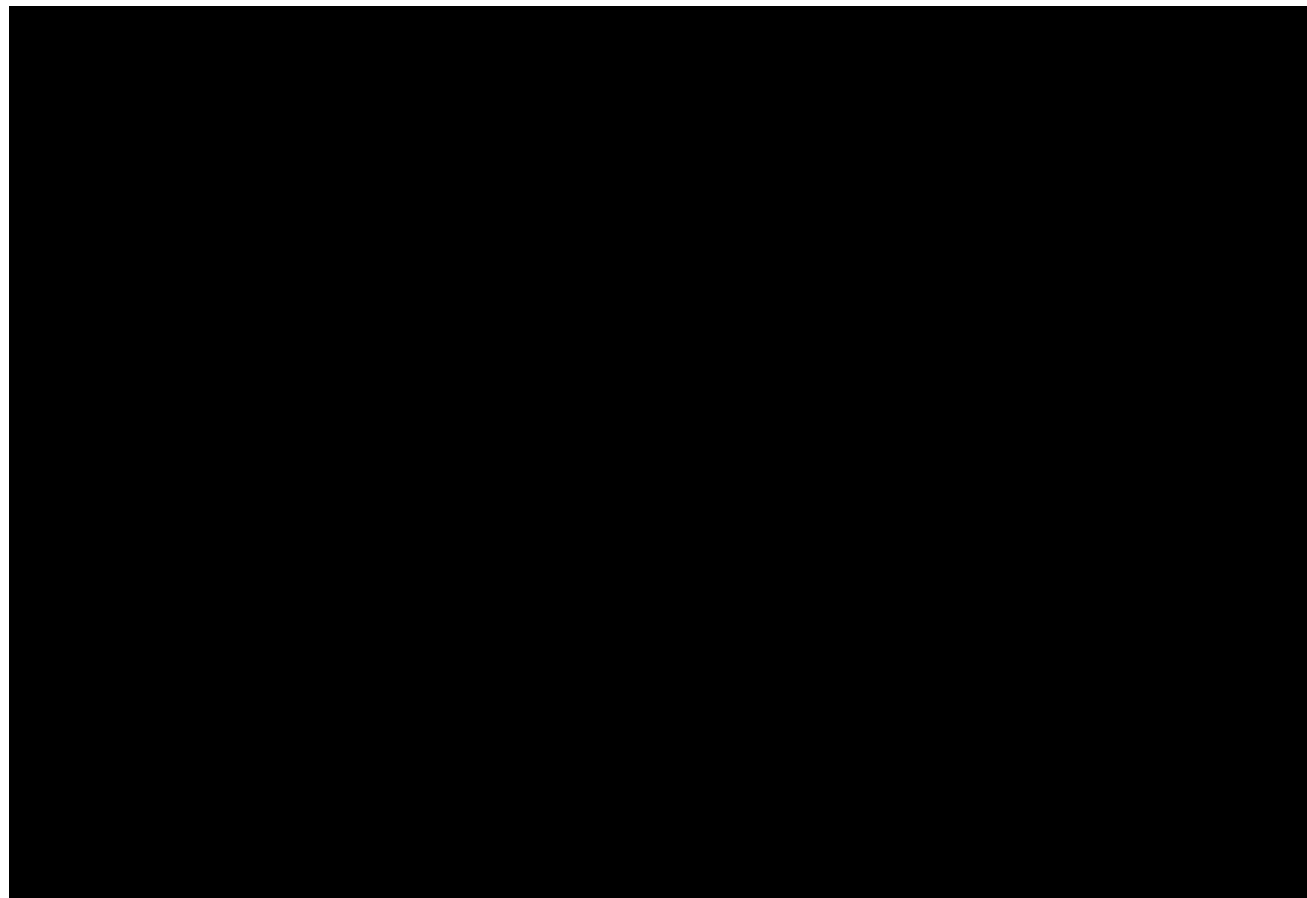
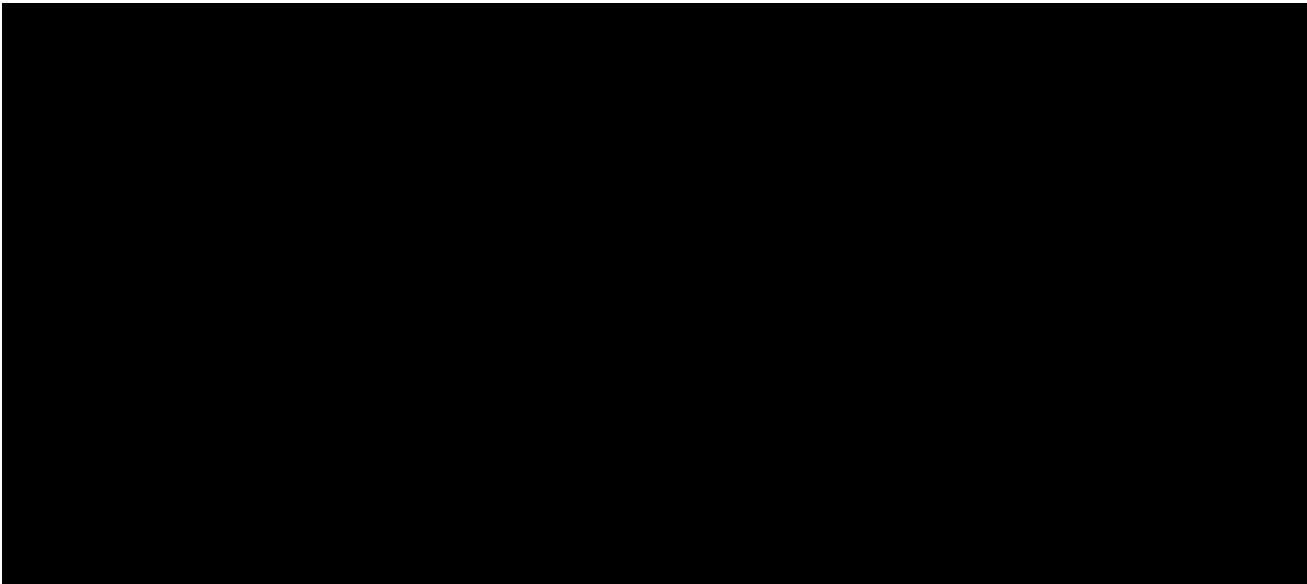
- The challenges that impacted 2019 are predicted to have an even bigger impact at the next election
 - After the Elections closed on the Saturday, there needed to be resource (key staff) in place back at the Council HQ to provide guidance on what needs to happen next. Due to the volume of last minute votes, key staff were held back at sites around the city. There was confusion on the process that was compounded by other Council staff (e.g. Hutt, Porirua) waiting to pick up their votes.
 - Anticipating future big volume of last minute votes, perhaps scheduling mid-morning pickups of ballot boxes at key centres to ease the load after votes have closed. Some sites are not equipped to store the volume of votes coming through.
 - Contingency plan required for what could impact on returning the votes to the Council HQ and commence counting the votes e.g. electric cars were booked to transport staff and ballot boxes, but were unavailable leaving staff stranded with boxes.
 - Leadership were not prepared for a change in Mayoralty. As such, there was a lot of confusion on what to do next and lack of guidance. Going into next Election, there needs to be a plan in place, not assumptions.
 - Too much focus on what went wrong in the 2016 Election and trying not to repeat that – risk of same mistakes occurring was low, needed wider focus on what else could go wrong and what could be done to about it.
 - Project manager went on leave for the last month, returning on Election date. This needed to better communicated to the team, felt the rug was pulled out underneath them. Essentially needed earlier communications to the wider team, to advise about contingencies in place and provide reassurance that it was planned for.
 - Resourcing within the Council was a huge issue due to staff vacancies and changes. One person was left running everything and the key point of knowledge. There needs to better handover and documentation from staff that leave, and management need to ensure there's a team in place at this critical time. Massive risk was present during the Election as this meant a single point of failure should anything happen to that one person that was running everything for some time.
 - Contractors need to be on boarded sooner so they have time to complete training before starting (trained on Monday morning, started work from Monday afternoon) – this was too tight. Moving the timeframe up by a couple of days would also help at the other end, when they weren't needed and had to be let go a few days earlier.
 - TROVE multiple errors and issues. Handwritten records of special votes were not saved by TROVE, roughly 400 votes had to be found and re-processed, massive inefficiencies.
 - As an Election project, working together in the same location would help break down the silo, instead of meeting once a week and then returning to separate desks and BAU. Being situated together would also help to share the load where possible, as it may be more visible if someone is drowning.
 - Insufficient and limited storage available to physically house the voting papers.
 - Aropaki facility (and other key sites) needed more space to run election related admin.
 - Postal voting needs to die. The system is outdated and a huge contributor towards lower voter turnout. However booth voting is more expensive, there's a resourcing constraint. A regional approach could work to solution this.
 - Customer focus – the voters perspective - needs to be the MAIN consideration before planning the next election.
- Should the postal voting continue, more ballot boxes are needed, and need to be placed in

more areas that are where people normally pass through e.g. University campuses, hospitals, supermarkets etc. Essentially, how do we make it easier for people for vote?

- STV voting system is outdated. Also needs better communication to voters on how it works.
- Communication! A dedicated customer centric communication campaign is needed which explains how to vote, where to vote, and how does STV work?
- Every 3-6 years, review the representation of the city e.g. wards, community boards. Current system makes it really hard (inefficient) to issue special votes (due to the multiple combination of voting papers for each area), of which there were many issued, and is forecast to be a similar issue next time if changes do not occur. The local voting terminology is quite different to the national voting e.g. when people are asked where they are enrolled, they think of the national electorates. Council should consider streamlining for efficiencies or providing better comms around it.\
- Hoarding (election signage) team was very new therefore there were no improvements on where to place boards, how big they could be, how long they are up for etc. Council have to spend resources on moving illegally placed signs. Coordination needed regionally regarding timeframes for when signs allowed to be put up. Each Council has different timeframes.
- Operational teams (those responsible for behind the scenes nuts and bolts) e.g. digital, customer services and street activities, would benefit from more frequent meetings.
- For the actual Election day, key points of failure need to be considered and contingencies in place e.g. if ballots cannot be returned to HQ for timely counting of votes
- Need to be better prepared for last minute votes; exceeded expectations. Subsequent flow on effect on resources for counting, and announcing the results.
- Need a Plan B for counting, how this impacts calling the election results and flow-on effect of notifying Councillors and induction.
- ELT availability was really good on the Saturday; however very choppy with staff changes before that. There needs to be contingent handover and shadow ELT member in place.
- Accessibility of multiple venues for special votes; can all voters access them, is disability catered for? Can people drive and park nearby?
- Venue for nominations was easy to access but very hard to drive and find a park nearby. This made it less accessible for those coming from suburbs.
- Need more Election related service places outside of the city, in the suburbs, ideally where people go to anyway e.g. university campuses, community centres. For people to be able to register, ask questions, and going forwards, being able to vote here too.
- Volume of last minute voters, the line out the door of 700 people was a H&S issue. There could be more locations for last minute votes in key centres e.g. Karori, Johnsonville. A lot of confusion on why they couldn't register on the last day and vote, the way you can vote in national elections.

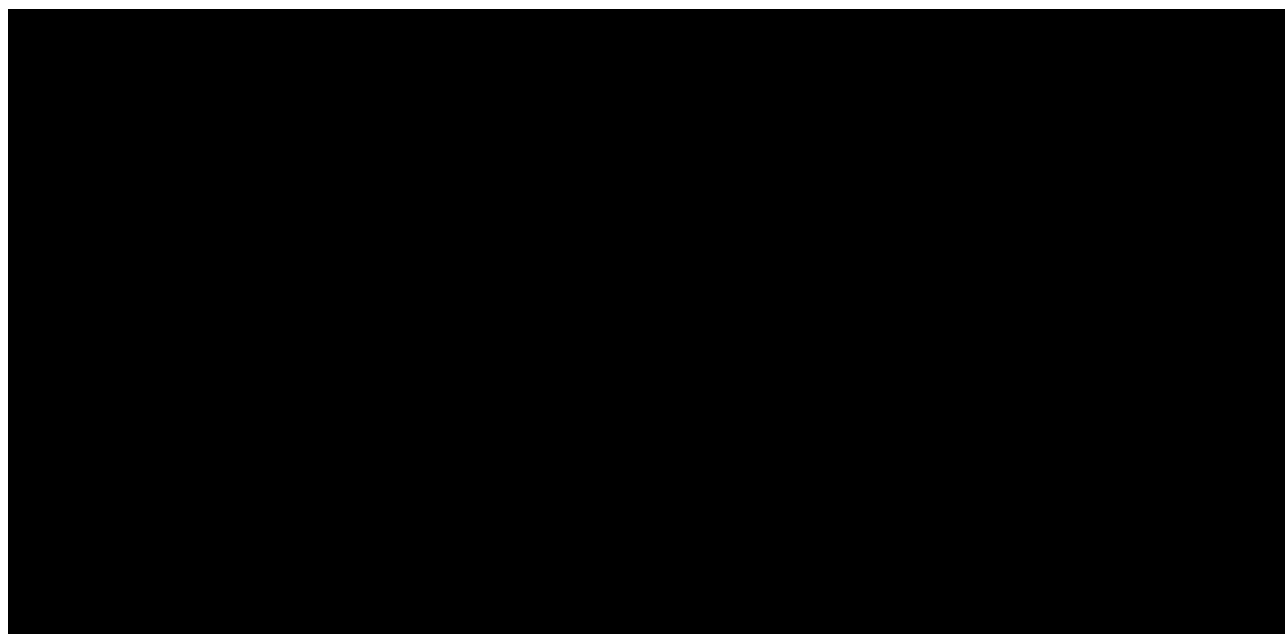
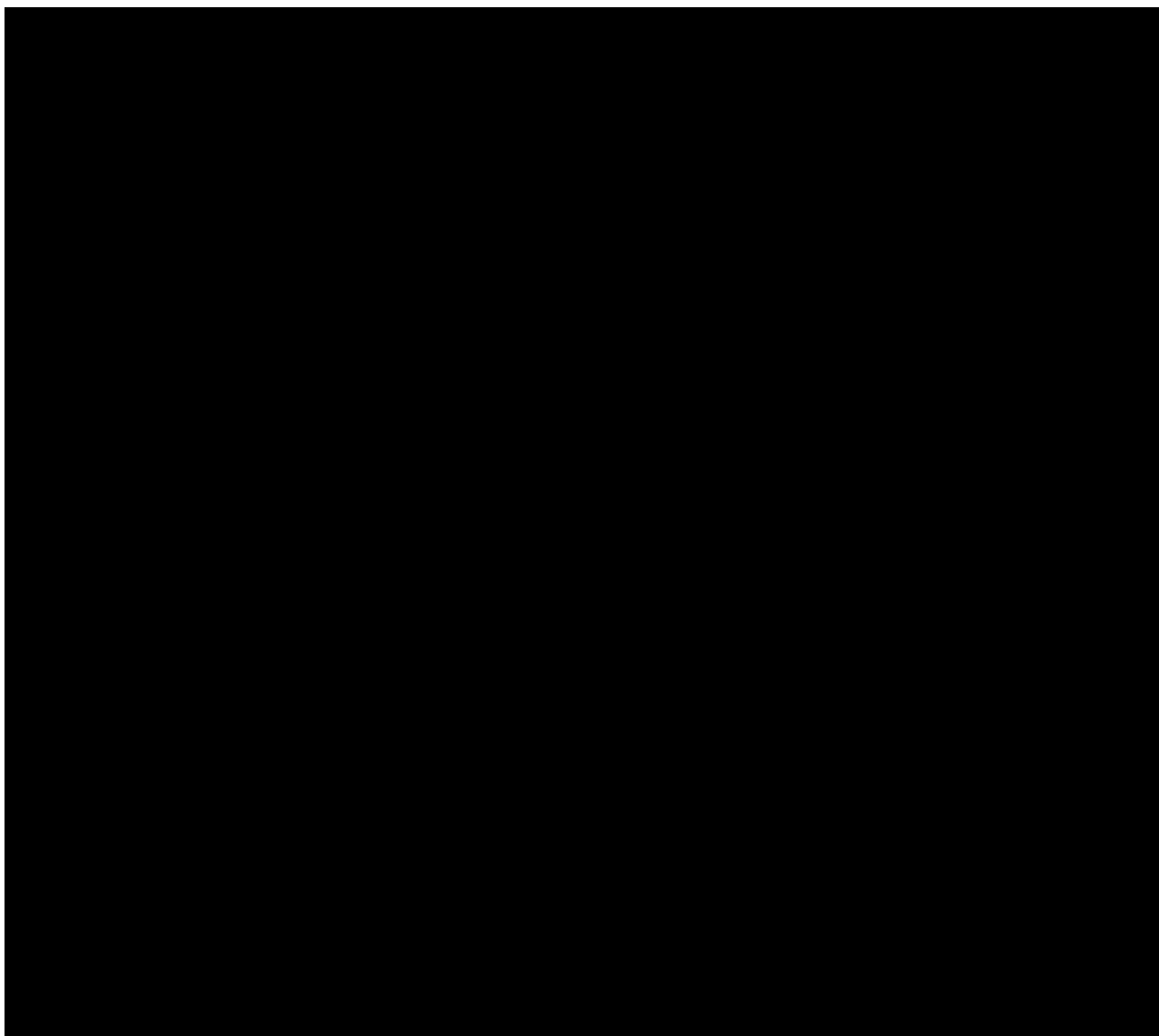
Key Participants Observations – outside workshops

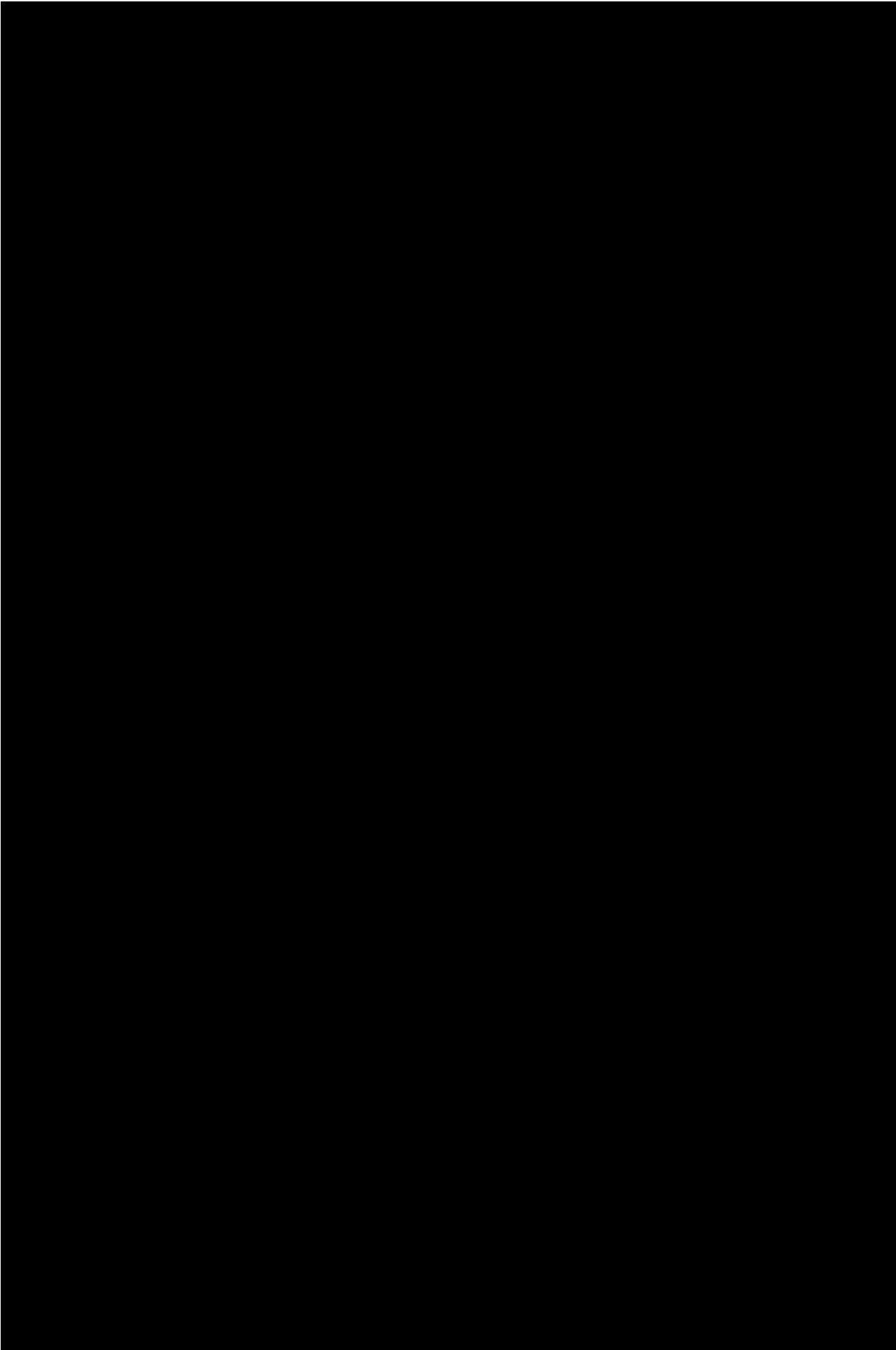




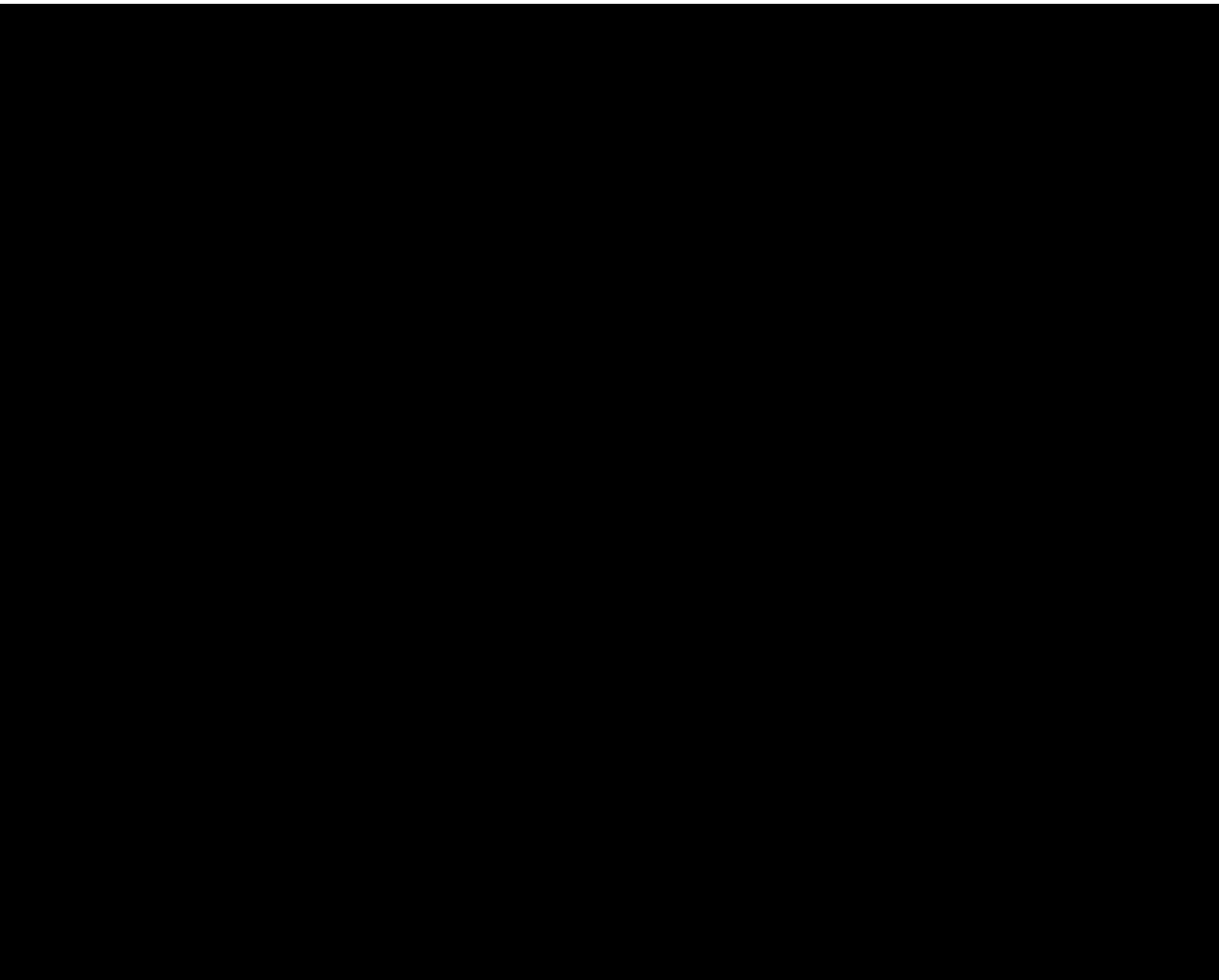
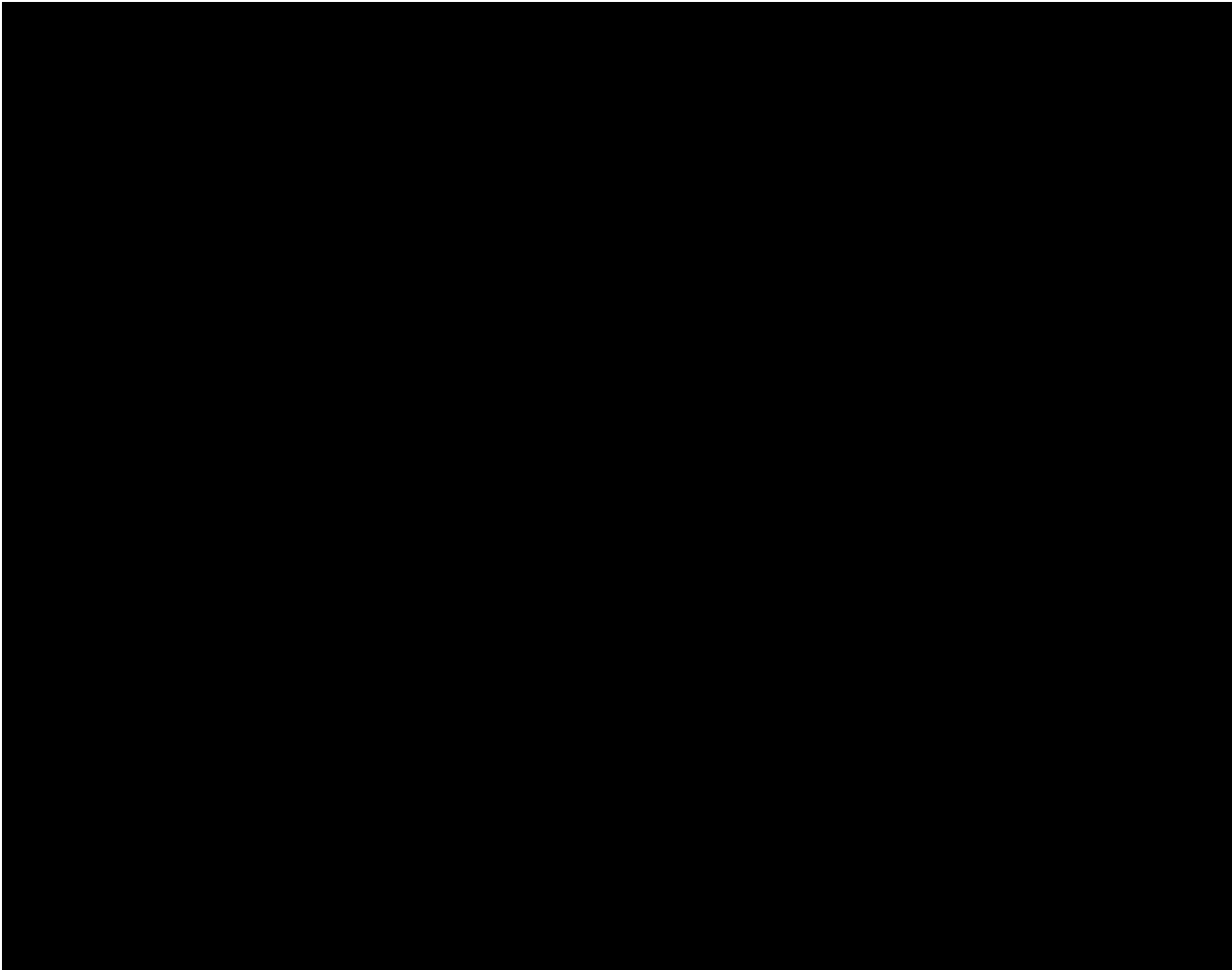
Feedback from Casual Staff

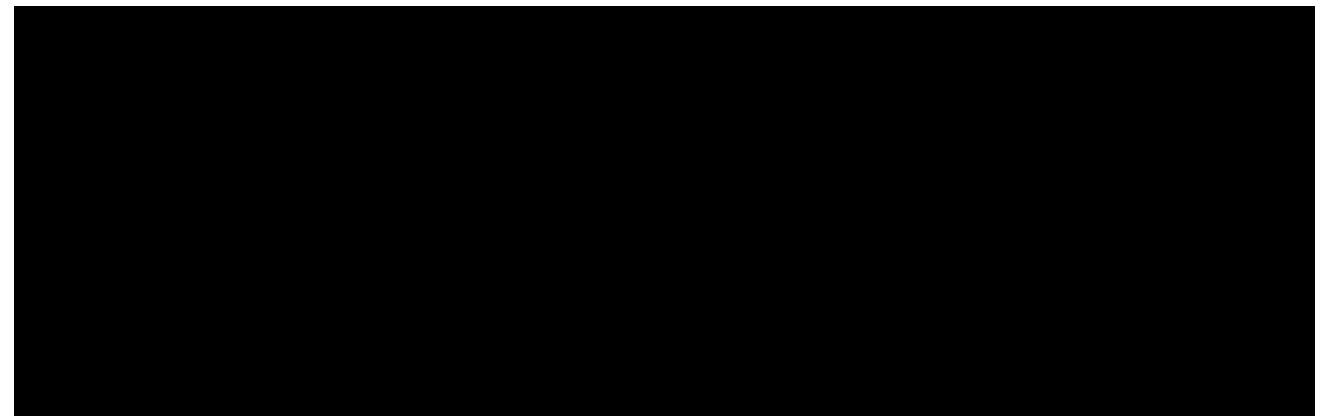
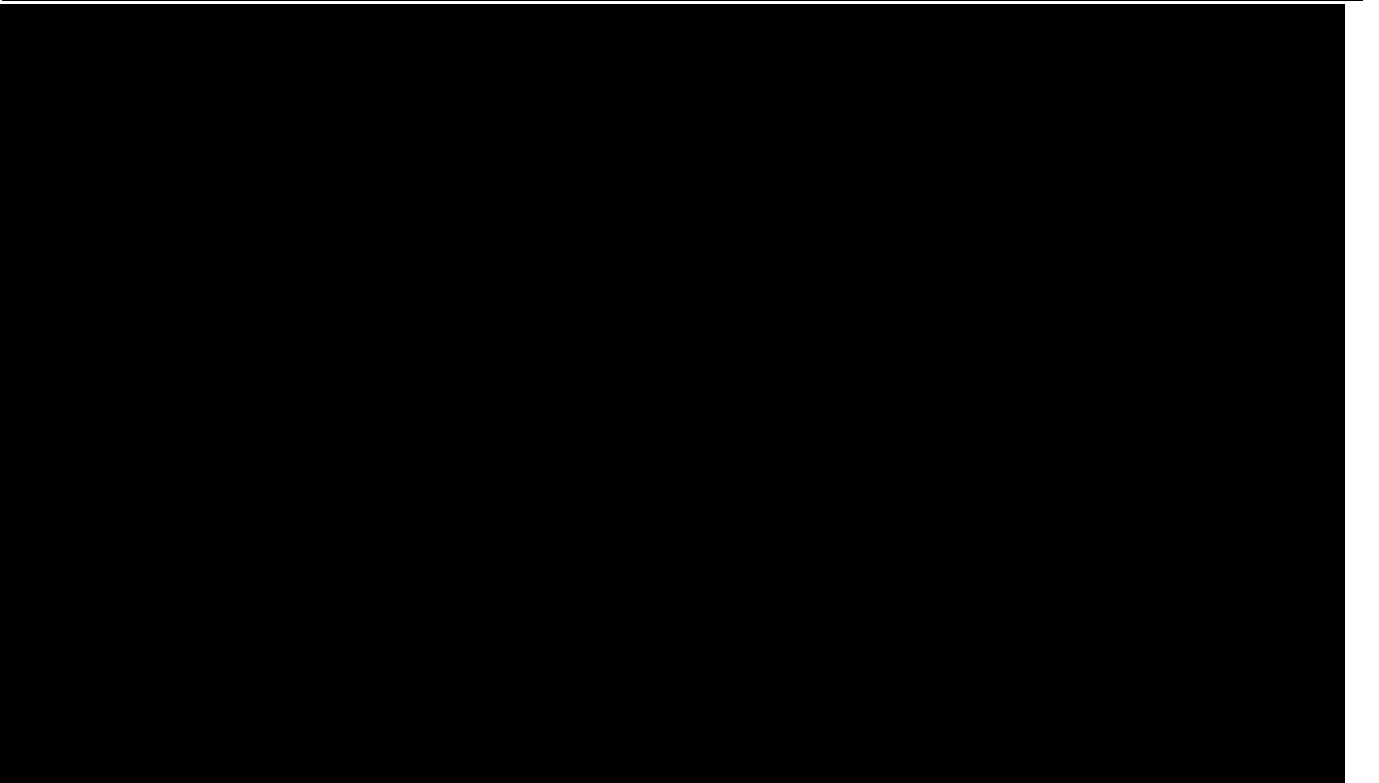
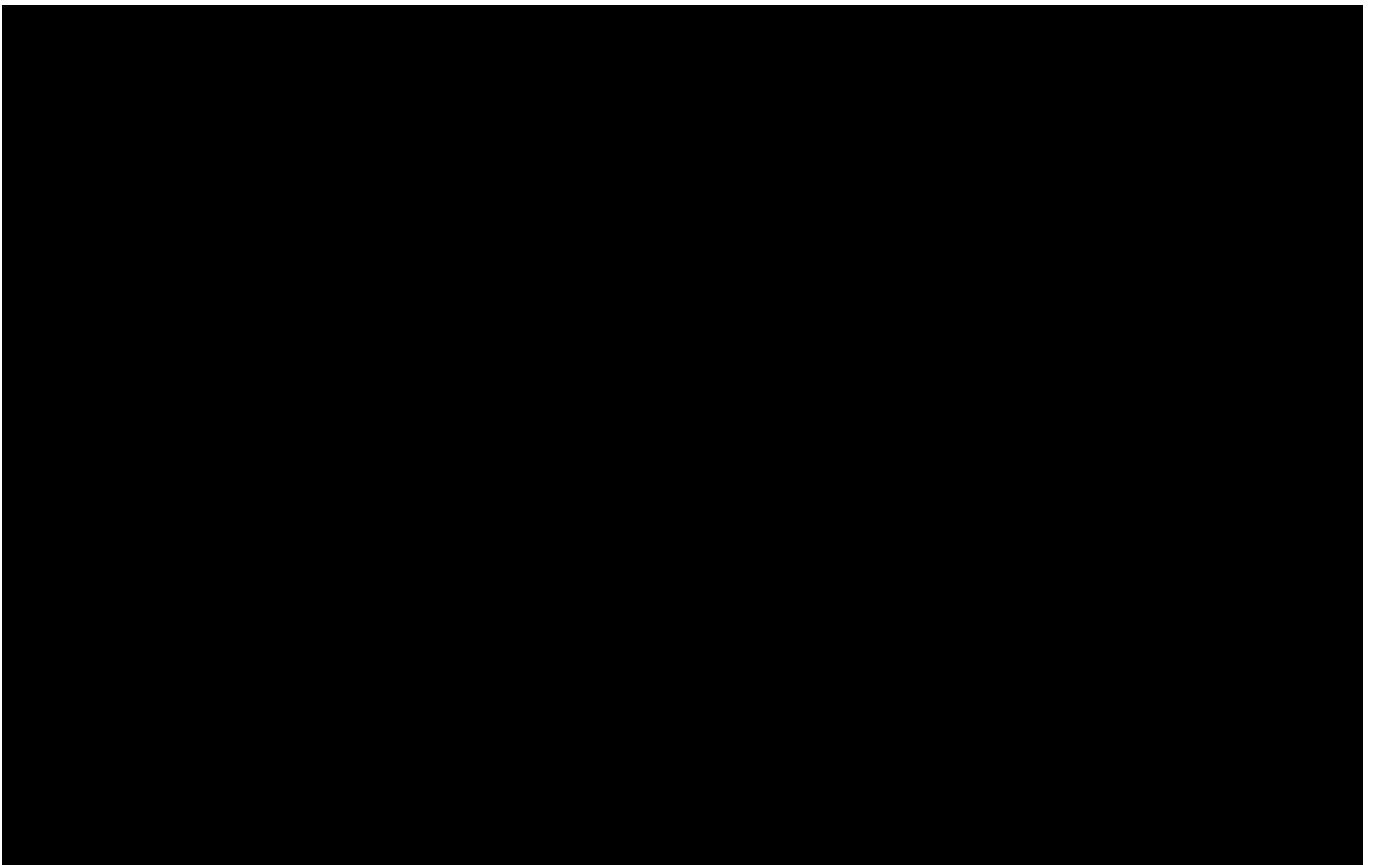
Several casual staff were engaged to assist with the election work, employed for periods of between 6 weeks and 6 months. All these staff were offered the opportunity of providing feedback, but not all did. Feedback was provided through a combination of interviews and/or emails.





9. [Electionz.com](https://www.electionz.com)
 1. Responsive
 2. Easy to contact







Email Feedback from Election Weekend workers

Feedback was solicited by email from staff who came in over the Election weekend to support the final election vote processing, and delivery to the Christchurch centre for counting. More votes were received than expected, meaning that a result with only 90% of votes counted was provided on the Saturday, with the planned activity for Sunday altered to allow a further announcement when all votes (not including specials) were counted.

The feedback below largely refers to activities over the weekend, but some respondents have taken a wider view (including perspective on voter engagement).

