

**MASTER SERVICE AGREEMENT - PARKING SERVICES**

**AGREEMENT** dated 15th September 2025

2025

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Released under the Official Information Act 1982

## **PARTIES**

- (1) the Director-General of Conservation, the Chief Administrative Officer of the Department of Conservation (or her authorised delegate) (DOC) (The Buyer) **and**
- (2) Intellico.co.nz Limited; LPR Enforcement Services Limited; trading as Stellar (The Service Provider)  
company number 6323109  
NZBN 9429046212351  
Registered Office RSM NEW ZEALAND (AUCKLAND), Rsm House, Level 2, 62  
Highbrook Drive, East Tamaki, Auckland, 2013, New Zealand

## **BACKGROUND**

- A. The Director-General is the administrative head of the Department of Conservation / Te Papa Atawhai (“DOC”). DOC is responsible for managing and promoting conservation of the natural and historic heritage of New Zealand on behalf of, and for the benefit of, present and future New Zealanders.
- B. To carry out its functions, DOC from time to time requires certain services in support.
- C. DOC issued a Request for Proposal (RFP) on 21 March 2025, seeking proposals for the delivery of a pilot or trial for paid carparking at certain locations on public conservation land across New Zealand. This will require service design, provision and installation of parking hardware, and ongoing support and services. Services required will include payment processing, customer support, parking enforcement activities, and hardware maintenance and support.
- D. The Service Provider responded to the RFP and has represented that it has the skills and resources necessary to provide the services and associated deliverables described in the RFP.
- E. In reliance on the Service Provider’s representations, DOC wishes to engage the Service Provider to provide the services and deliverables.
- F. The Service Provider has agreed to provide the services and deliverables to DOC under Statements of Work (SoWs) entered into by the parties and governed by the terms and conditions of this Agreement. Each location for carparking services will be covered in a different SoW.
- G. The parties wish to record the terms and conditions of their agreement in this document and its Schedules.

- H. The pilot for paid carparking will be for a fixed period of time, from 31<sup>st</sup> October 2025 until 30<sup>th</sup> June 2027.
- I. On or around 30<sup>th</sup> June 2026, DOC will examine the success of the pilot against its objectives and make decisions about whether to implement paid carparking on a longer-term basis.
- J. The terms of this Agreement and any SoW may be extended by DOC.

## AGREEMENT

### 1. THE APPOINTMENT

- 1.1 **Appointment:** DOC appoints the Service Provider, and the Service Provider agrees, to provide the Services and Deliverables described in Schedule 1 and SoWs to DOC on the terms and conditions of this Agreement.
- 1.2 **No minimum level of business:** DOC does not guarantee any minimum level of business or revenue by entering into this Agreement or any SoW.
- 1.3 **No guaranteed term beyond trial:** DOC does not guarantee any term beyond 30 June 2027.
- 1.4 **Reliance:** The Service Provider acknowledges that DOC is relying on:
  - 1.4.1 the Service Provider's specialist skills, knowledge, experience and expertise in entering into this Agreement; and
  - 1.4.2 all statements, representations, proposals and commitments made or given by or on behalf of the Service Provider during the Procurement Process, including in the Proposal or in any written material provided to DOC regarding the Service Provider's or the Personnel's skills, experience and expertise and the functions, quality and performance of the Services and Deliverables.
- 1.5 **Service Provider confirmation:** The Service Provider acknowledges that it had opportunity during the Procurement Process to assess and enquire into its ability to provide the deliverables and services that are or might be required under this Agreement, and to enter into the relationship.
  - 1.5.1 It is satisfied that it has the capacity and is capable of providing the Deliverables and Services in accordance with the terms and conditions of this Agreement.
  - 1.5.2 The Service Provider, therefore, shall not be excused from performance of the Services or Deliverables arising as a result of the Service Provider not having the capacity or capability to provide the Services or Deliverables.
- 1.6 **Operational and performance review:** the Service Provider must comply with operational and performance review requirements as set out in Schedule 1 and any relevant SoW.

### 2. TERM

- 2.1 Term: This Agreement commences on the Commencement Date, and unless terminated earlier in accordance with its terms, will continue in full force and effect until the Expiry Date.
- 2.2 However, notwithstanding the expiry of this Agreement:

2.2.1 where clause 2.3 applies, without limiting the other provisions of this Agreement, the term of this Agreement and the relevant SoW shall be extended in accordance with the provisions of that clause.

2.2.2 For the avoidance of doubt no term for a SoW may extend beyond the Expiry Date of this Agreement.

2.2.3 If work is intended to continue after the Expiry Date, a variation of the term of this Agreement must be entered into.

2.3 **Renewal:** This Agreement may be renewed by DOC giving written notice to the Service Provider for the renewal period or periods set out in Schedule 1.

### 3. STATEMENTS OF WORK

3.1 **Buyer request:** From time-to-time the Buyer may seek proposals from the Service Provider for the provision of services or deliverables or both, including at additional sites. The Buyer may request any services or deliverables required by the Buyer.

3.2 **Service Provider response:** The Service Provider shall respond to each request from DOC under clause 3.1 within a reasonable time (and in any event, within 10 Business Days of receiving DOC's request) and in each case shall (at the Service Provider's cost) prepare or ensure the proposal given to DOC contains

- (a) a description of the new services and deliverables proposed to be provided by the Service Provider.
- (b) details of the Service Provider's proposed Charges for those services and deliverables, which must comply with Schedule 1 and
- (c) all other information reasonably requested by the Buyer relating to the requested services and deliverables.

3.3 The Service Provider must not unreasonably refuse (directly or indirectly) to provide any services and/or deliverables sought by the Buyer under clause 3.1 and the Service Provider must not

- (a) demand unreasonable charges for the services and/or deliverables.
- (b) impose unreasonable conditions for providing the services and/or deliverables; or
- (c) refuse to provide the services and/or deliverables requested by the Buyer under clause 3.1, unless the Service Provider can provide evidence to the Buyer reasonable satisfaction that the services and/or deliverables sought by the Buyer:
  - (i) are outside of the Service Provider' areas of competency; or
  - (ii) would not be technically feasible to be provided by any person,

in which case the Service Provider must provide to the Buyer, in writing and as soon as possible after receiving the relevant request from the Buyer under clause 3.1, reasons why the Service Provider is not able to provide the

relevant services and/or deliverables (accompanied by reasonable evidence supporting that position).

3.4 **Negotiating SoW:** Following receipt of the Service Provider's proposal under clause 3.2, the Buyer may accept, reject or request changes to the proposal and the Service Provider will make any changes reasonably requested by the Buyer (at no cost for the Buyer), and the provisions of clause 3.2 shall continue to apply to any requested change to the relevant proposal

3.5 **Entry in SoW:** Once the parties have agreed the terms on which the Service Provider will provide the services and deliverables requested by the Buyer under clause 3.1, the parties will enter into a SoW for those services and deliverables, using the form set out in Schedule 2; provided that, until such time as the relevant SoW is signed by the parties, the Buyer will not be obliged to pay any amount in respect of those services or deliverables. Once executed by both parties, the SoW will be subject to this Master Agreement.

#### 4. MUTUAL OBLIGATIONS

4.1 During the Term of this Agreement, each party will:

- (a) carry out their obligations in a professional manner and in accordance with accepted industry good practice.
- (b) ensure their personnel are aware of the relationship expectations, the obligations in this Agreement, are suitably qualified, experienced and supervised to perform their roles.
- (c) comply with all applicable laws and policies.

#### 5. THE BUYER'S OBLIGATIONS

5.1 The Buyer will:

- (a) co-operate with the Service Provider to provide access to information and materials reasonably requested by the Service Provider.
- (b) use reasonable endeavours to ensure that information and materials provided are accurate and complete.
- (c) be open to discuss innovative suggestions to improve the services and deliverables.

#### 6. SERVICE PROVIDER'S OBLIGATIONS

6.1 **Performance:** In providing the Services and Deliverables and complying with its other obligations under this Agreement, the Service Provider must:

- (a) provide all personnel, processes and resources required to perform the Services and supply the Deliverables.
- (b) comply with all reasonable directions given by the Buyer from time to time.
- (c) comply with all the Buyer's policies and procedures notified in writing to the Service Provider from time to time.

- (d) comply with all its obligations under Law and maintain all approvals, consents and permits required in order to provide the Services and Deliverables and otherwise to perform its other obligations under this Agreement.
- (e) as applicable, provide, design, build, customise, install and implement the Deliverables and Services in accordance with DOC's requirements and Specifications, and otherwise on the terms of this Agreement.
- (f) provide, at its own cost, all equipment, tools, materials and other resources necessary for the provision of the Services and Deliverables.
- (g) take full responsibility for the performance of all tasks and activities necessary to provide the Services and Deliverables in accordance with each SoW, other than tasks or activities specifically identified as being out of scope.
- (h) work co-operatively and collaboratively in good faith with the Buyer and all other contractors and service providers to the Buyer to ensure the Services, Deliverables are delivered efficiently, seamlessly and as required by the Buyer.
- (i) not damage or adversely affect the property, operations, reputation or goodwill of the Buyer.
- (j) provide the Services and Deliverables to the highest standard.
- (k) promptly notify the Buyer in writing of:
  - (i) any breach of the Service Provider's obligations under this Agreement; and
  - (ii) any matter that may impact on the Service Provider's ability to perform its obligations in accordance with this Agreement; and
- (l) without limiting (a) to (k) above, exercise the degree of skill, diligence, prudence and foresight that would reasonably be expected from a skilled and experienced operator in the same or similar circumstances, with reference to best international standards and practice for same or similar services and deliverables.

## 6.2 Milestones

- 6.2.1 The Service Provider shall meet the Milestones by the Milestone Dates, in each case, as specified in the relevant SoW.
- 6.2.2 Each Milestone is complete when DOC has advised the Service Provider in writing that DOC is satisfied that the Service Provider has successfully completed the Milestone.
- 6.2.3 DOC may extend one or more Milestone Dates at any time by giving notice in writing to the Service Provider.

6.2.4 Without limiting any other rights or remedies of "THE BUYER", if the Service Provider fails, or is likely to fail, to complete a Milestone by the relevant Milestone Date (a Milestone Delay):

- (a) the Service Provider shall, immediately following it becoming aware of the Milestone Delay, provide full details of the Milestone Delay to "THE BUYER" in writing.
- (b) the Service Provider shall (at its own cost) immediately take all steps available to it to avoid and minimise the effects of the Milestone Delay.
- (c) the parties shall, if requested by "THE BUYER", meet to review in good faith the reasons for the Milestone Delay.
- (d) the Service Provider will, if requested by "THE BUYER", promptly prepare a comprehensive rectification plan setting out how the Service Provider intends to complete the relevant Milestone, including extending the relevant timeframes for such completion and any other details reasonably required by "THE BUYER", and will submit such plan to "THE BUYER" for approval.
- (e) the Service Provider will, if requested by "THE BUYER", comply with any rectification plan submitted by the Service Provider under subclause (iv), together with any modifications to the rectification plan or other requirements notified by "THE BUYER".

6.3 **Service Levels:** Without limiting any of the Service Provider's other obligations under this Agreement, the Service Provider must provide the Services and Deliverables so as to meet or exceed the applicable Service Levels set out in Schedule 1 and any SoW.

6.4 **Failure to meet Service Levels:** Without limiting "THE BUYER"'s other rights and remedies, if the provision of the Services and Deliverables does not meet the applicable Service Level:

- (a) The Service Provider will allocate such resources as may be necessary to remedy the failure as soon as practicable; and
- (b) Any failure will be considered as cause for termination of this Agreement and considered as a factor in the continuation or otherwise of this pilot.

6.5 **Conflict of interest:** The Service Provider must maintain a high standard of honesty and integrity at all times in the performance of this Agreement and must not enter into any agreement that will or is likely to

- (a) prejudice the Service Provider's ability to meet its obligations under this Agreement; or
- (b) create a conflict of interest for the Service Provider.

6.6 **Resolve conflict** Without limiting clause 6.5, the Service Provider must:

6.6.1 immediately notify "THE BUYER" in writing if the Service Provider is, or is likely to be, conflicted in the performance of its obligations under this Agreement; and

6.6.2 take all actions reasonably required by “THE BUYER” to resolve any such conflict.

6.7 **Health and safety** Without limiting its other obligations under this Agreement, the Service Provider will:

6.7.1.1 consult, cooperate and coordinate with “THE BUYER” to the extent required by “THE BUYER” to ensure that “THE BUYER” and the Service Provider will each comply with their respective obligations under the Health and Safety at Work Act 2015 as they relate to this Agreement.

6.7.1.2 perform its, and ensure that its Personnel perform their, obligations under this Agreement in compliance with its and their obligations under the Health and Safety at Work Act 2015.

6.7.1.3 comply with all reasonable directions of “THE BUYER” relating to health, safety, and security; and

6.7.1.4 report any health and safety incident, injury or near miss, or any notice issued under the Health and Safety at Work Act 2015, to “THE BUYER” to the extent that it relates to, or affects, this Agreement.

6.8 **DOC sites:** DOC will provide the Service Provider with access to DOC Sites covered by SoWs for the purpose of enabling, and to the extent necessary to enable, the Service Provider to comply with its obligations under this Agreement.

## 7. DOCUMENTATION, RECORDS, AND AUDIT

7.1 **Documentation:** The Service Provider will supply “THE BUYER” with documentation in accordance with the requirements set out in each SoW.

7.2 **Records:** Without limiting its other obligations under this Agreement or at Law, the Service Provider must create and maintain, and must ensure that each subcontractor creates and maintains, full, accurate and accessible Records relating to the provision of the Services and Deliverables and the Charges charged under this Agreement, to the standards required under the Public Records Act 2005.

7.3 **OIA:** The Service Provider acknowledges that “THE BUYER” is subject to the Official Information Act 1982. The Service Provider agrees to cooperate fully in providing “THE BUYER” with any documents or other information that “THE BUYER” is required to provide pursuant to a request made under the OIA, or pursuant to questions raised in Parliament or in any Select Committee concerning this Agreement.

7.4 **Audit:** DOC may at any time notify the Service Provider that DOC wishes to audit any or all of the Service Provider’s:

- (a) provision of the Services and Deliverables.
- (b) invoicing; and
- (c) compliance with the terms of this Agreement.

7.5 DOC or the auditor (as the case may be) may make copies of any records or other information acquired by it for the purposes of any audit.

7.6 **Notice of audit:** DOC will notify the Service Provider of the date on which the audit will commence, which must be at least two Business Days after receipt of a notice under clause 7.4. The Service Provider must give DOC or its nominee full access to inspect:

- (a) any premises at which or from which the Service Provider or any Service Provider provides the Services and/or Deliverables.
- (b) any Service Provider Personnel; and
- (c) any systems, information, data, accounts, documents and records relevant to the provision of the Deliverables and Services operated or held by or on behalf of the Service Provider or Service Provider Personnel,

on and from the date notified by DOC during the Service Provider's normal business hours for the purpose of conducting the audit. DOC will comply with the Service Provider's reasonable security and confidentiality requirements in conducting any audit under this clause 7.6.

## 8. PAYMENT

8.1 **Reporting revenue to "THE BUYER":** The Service Provider will provide a report of all revenue for the month to "THE BUYER" on business day 5 of the following month.

8.2 **Payment of revenue to "THE BUYER":** Monthly revenue payment is required by business day 5 following the month and is separate from monthly invoices for Services and Deliverables.

8.3 **Invoices for Services and Deliverables:** The Service Provider will invoice "THE BUYER" in respect of the Services and Deliverables for the month on business day 5 of the following month.

8.4 Stellar agrees to pay "THE BUYER" the Net Revenue and will provide "THE BUYER" an invoice for the months Stellar fees by business day 5 following the month. Net Revenue is the Carpark and Enforcement Revenue less Stellar's monthly fees.

## 9. CONFIDENTIAL INFORMATION AND PRIVACY

9.1 **Confidential information:** Except as permitted by this clause 9 or otherwise expressly permitted in this Agreement, each party shall keep the other party's Confidential Information:

- (a) confidential at all times and shall not disclose that Confidential Information to any person or use that Confidential Information for any purpose other than the purpose of this Agreement (which, in the case of "THE BUYER", will include obtaining the full benefit of the Agreement and all rights granted under it); and
- (b) secure and ensure it has in place adequate security measures to safeguard the Confidential Information from access, loss, use, modification or disclosure by unauthorised persons.

9.2 **Exceptions:** A party may disclose Confidential Information:

- (a) to:

- (i) its Related Companies, directors, employees or contractors who need to know such information for the purpose of this Agreement.
- (ii) its professional advisers, auditors or bankers for a proper purpose; or
- (iii) in the case of “THE BUYER”, a Minister, or any of “THE BUYER”’s advisers (including relevant third parties) or any Related Entity,

provided that party ensures that each such person complies with the restrictions in this clause as if such person were a party to this Agreement.

9.3 The Service Provider shall not make any media release or other public announcement relating to the existence of this Agreement except with the prior written consent of “THE BUYER”, such consent not to be unreasonably withheld.

9.4 **Privacy:**

9.5 The Service Provider will comply with the Privacy Act 2020, any relevant code under that Act and any reasonable policies provided by “THE BUYER” to the Service Provider.

9.6 Without limiting 9.4, the Service Provider must:

9.6.1 use data only to the extent necessary to provide the Services and Deliverables, and

9.6.2 when using or processing data, do so in accordance with any applicable data protection laws, including the Payment Card Industry Data Security Standard

9.7 **Assessment:** The Service Provider agrees that “THE BUYER” may assess its privacy policy and practice. The Service Provider will cooperate with any privacy assessment, including completing self-assessments on request.

**10. INSURANCE**

10.1 **Insurance:** The Service Provider will maintain the insurance coverage in respect of public liability, professional indemnity, and motor vehicles as set out in Schedule 1 on terms consistent with standard market terms for such policies and with an insurer of AA rated or better. The Service Provider will, on request at any time, provide “THE BUYER” with a certificate from the insurer or insurers confirming the existence and terms of such insurance.

10.2 **Prompt information:** the Service Provider must promptly inform “THE BUYER” of

- (a) Any claims relating to this Agreement against the insurance policies referred to at clause 10.1 and Schedule 1, and
- (b) Any material changes to, cancellation or non-renewal of such policies.

## 11. DISPUTE RESOLUTION

### 11.1 Dispute resolution process:

11.2 **Dispute resolution process:** Subject to clause 11.7, a party may not commence any Court proceedings relating to a dispute between the parties unless the party has complied with clauses 11.3 to 11.5.

11.3 **Dispute notice:** If there is a dispute between the parties in relation to this Agreement, either party may give the other party notice of the nature and details of the dispute.

11.4 **Negotiation:** Within 10 Business Days of receipt of the notice of dispute, senior managers of the parties shall meet to endeavour to resolve the dispute.

11.5 **Mediation:** If the dispute is not resolved within 20 Business Days of receipt of the notice of dispute, either party may by notice to the other party refer the dispute to mediation. The mediation will be in Wellington and conducted under the Resolution Institute standard mediation rules. If the parties do not agree on a mediator or the mediator's fees within 5 Business Days of receipt of the notice of mediation, the mediator shall be appointed, or the fees set, by the chair of Resolution Institute (or his/her nominee) at the request of either party. The parties shall bear the mediator's fees equally.

11.6 **Continued performance:** Regardless of any dispute, each party shall continue to perform this Agreement to the extent practicable, but without prejudice to their respective rights and remedies.

11.7 **Urgent relief:** Nothing in this clause 21 will preclude a party from seeking urgent interlocutory relief before a court.

## 12. FORCE MAJEURE

12.1 **No breach:** A party (the affected party) shall not be liable for any failure or delay in performance of any obligations under this Agreement to the extent such failure or delay is due to a Force Majeure Event, provided that it:

- (a) notifies the other party (non-affected party) as soon as practicable of the nature and expected duration of the Force Majeure Event and keeps the non-affected party reasonably informed of the steps the affected party is taking to mitigate and remedy the Force Majeure Event.
- (b) uses reasonable endeavours to mitigate the effect of the Force Majeure Event and to carry out its obligations under this Agreement to the extent reasonably practicable; and
- (c) resumes full performance as soon as reasonably practicable.

12.2 **Corresponding obligations:** The non-affected party shall be relieved of its corresponding obligations to the same extent the affected party is relieved of its obligations due to this clause.

12.3 **Third party services:** The non-affected party shall be entitled to itself provide, or arrange for a third party to provide, the affected Services while the affected party is unable to provide them and for a reasonable period thereafter.

12.4 **Termination:** If the Force Majeure Event prevails for a continuous period of more than 20 Business Days, or for an aggregate of at least 30 Business Days in any six-month period, the non-affected party may terminate this Agreement by giving 10 Business Days' notice to the affected party. On the expiry of the notice period, this Agreement will terminate. Neither party shall have any liability to the other in respect of termination of this Agreement due to a Force Majeure Event, but such termination shall be without prejudice to rights and liabilities which have accrued prior to termination.

### 13. TERMINATION

13.1 **Termination for cause:** Either party may terminate this Agreement immediately by notice to the other party if:

- (a) the other party commits a material breach of this Agreement which cannot be remedied by that defaulting party or, if it can be remedied, the defaulting party fails to remedy that breach within 20 Business Days after receipt of notice requiring the breach to be remedied.
- (b) the other party commits two or more of the same or similar breaches of this Agreement (whether material or not and whether remedied or not) in any three-month period and fails to remedy the breaches to the other party's satisfaction within 5 Business Days of receiving notice.
- (c) the other party ceases to carry on all or substantially all of its business or operations; or
- (d) the other party is subject to an Insolvency Event,

provided that, if "THE BUYER" is the defaulting party, the Service Provider is not entitled to terminate this Agreement if "THE BUYER" agrees to remedy its breach and pay the direct and reasonable losses suffered by the Service Provider arising from that breach.

13.2 **Termination without cause:** Either party may terminate without cause this Master Agreement or any SoW by giving 60 working days written notice to the Service Provider, at any time.

13.3 For the avoidance of doubt, either party may terminate a SoW, while leaving the Master Agreement in place.

### 14. NOTICES

14.1 **Notices:** Each notice or other communication given under this Agreement (each a notice) shall be in writing and delivered by email to the address of the relevant party set out in Schedule 1 or to any other address from time to time designated for that purpose by at least five Business Days prior notice to the other party.

### 15. LIABILITY

15.1 The Service Provider is liable to the Director-General for all actions, claims, demands, losses, damages, costs, expenses and liabilities which the Director-General may suffer or incur, or for which the Director-General may become liable in respect of or arising from:

- (a) negligent performance by the Service Provider of the services under this Agreement.

- (b) loss, damage, or injury from any cause to property or persons caused or contributed to by any negligent or wilful act, omission, breach, or default on the part of the Service Provider in the performance of the services.
- (c) any failure by the Service Provider to comply with any obligation imposed on the Service Provider under this Agreement or by law.

15.2 The Service Provider's total aggregate liability under or in connection with this section of the Agreement, will not exceed the greater of:

- (a) one and a half times the aggregate of the Charges paid and of the Charges payable under the relevant SoW or Service Schedule in the 12 months immediately preceding the breach; or
- (b) \$1 million.

15.3 Neither party shall be liable under this Agreement to the other party or any third party for any damage, loss, liability, costs, charge, expense outgoing or payment however so arising in respect of an Indirect Loss. Indirect Loss means indirect, incidental and consequential loss, including loss of profits, loss of revenue, loss of data, loss of savings and loss of opportunity.

15.4 This indemnity is to continue after the expiry or other determination of this Agreement in respect of those acts or omissions occurring or arising before its expiry or determination.

## 16. WARRANTY

16.1 Warranty: The Service Provider warrants that all goods supplied under this Contract shall:

- (a) be of merchantable quality and fit for their intended purpose.
- (b) conform to the specifications, drawings, samples, or descriptions provided.
- (c) be free from defects in materials, workmanship, and design; and
- (d) comply with all applicable laws and standards.

16.2 This warranty shall remain in effect for a period of [24] months from the date of delivery (or installation, where applicable). If any goods fail to meet the above requirements within the warranty period, the Service Provider shall, at its own cost and at "THE BUYER"'s option, promptly repair, replace, or refund the price of the non-conforming goods.

16.3 The warranties in this clause are in addition to any other warranties implied by law or provided by the Service Provider.

## 17. GENERAL

17.1 **Amendments:** No amendment to this Agreement will be effective unless it is in writing and signed by the parties.

17.2 **Assignment:**

- (a) The Service Provider may not transfer, novate, subcontract, charge, pledge or otherwise Encumber this Agreement or any of its

rights or obligations under this Agreement without the prior written consent of "THE BUYER". For the purposes of this clause, a Change of Control of a party shall be deemed an assignment by that party.

- (b) "THE BUYER" may at its sole discretion (including if required by law or any governmental direction) assign, transfer or novate any or all of its rights and obligations under this Agreement to any Related Entity by giving notice in writing to the Service Provider.

**17.3 Costs:**

17.3.1 The parties shall each bear their own costs and expenses incurred in the negotiation, preparation and implementation of this Agreement.

17.3.2 A party who has an obligation to do anything under this Agreement will perform that obligation at its own cost, unless expressly stated otherwise in this Agreement.

**17.4 Entire agreement:** This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements, arrangements, understandings and representations (whether oral or written) given by or made between the parties relating to the matters dealt with in this Agreement.

**17.5 Further assurances:** Each party shall, at its own expense, promptly sign and deliver any documents, and do all things, which are reasonably required to give full effect to the provisions of this Agreement.

**17.6 No agency:** This Agreement does not create any relationship between the parties of principal and agent, partnership, joint venture, or employer and employee. Neither party will have authority to act for or incur any obligation on behalf of another party, except as expressly provided for in this Agreement.

**17.7 Privity:** A person who is not a party shall not have any rights under or in connection with this Agreement by virtue of the Contract and Commercial Law Act 2017.

**Counterparts:** This Agreement may be executed in any number of counterparts (including scanned PDF counterpart), each of which shall be deemed an original, but all of which together shall constitute the same instrument. No counterpart shall be effective until each party has executed at least one counterpart.

Released under the Official Information Act 1982

EXECUTED as an agreement

**“THE BUYER”**

**SIGNED** by )

)  
)  
**the Acting DIRECTOR-GENERAL OF** )  
**CONSERVATION** )

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**9(2)a**

Stephanie Rowe )

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)  
**Acting DIRECTOR-GENERAL OF**  
**CONSERVATION**

\_\_\_\_\_  
[Print Name] )

\_\_\_\_\_  
Position

**Service Provider**

**SIGNED** for and on behalf of )

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)  
Intellico.co.nz Limited; LPR Enforcement )  
Services Limited; trading as Stellar )

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**9(2)a**

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David Gould )

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**Commercial Director**

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[Print Name] )

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Position

Released under the Official Information Act 1982

## Schedule 1 – Agreement details and Service Levels

Table 1 - Agreement details

INSURANCE REQUIREMENTS	Insurance type	Amount
(Clause 10)	Professional indemnity	9(2)(b)(ii)
	Public liability	\$2 million
	Motor vehicle (including cover for third party liability)	\$2 million
<b>COMMENCEMENT DATE</b>	[upon Agreement being signed]	
(Clause Error! Reference source not found.)		
<b>EXPIRY DATE</b>	30 June 2027	
(Clause Error! Reference source not found.)		
<b>RENEWAL</b>	<p>The Buyer may extend the term of this Agreement for up to two years (for a first renewal), and up to one year (for a second renewal), by giving the Service Provider notice in writing at least <b>60</b> Business Days before the Expiry Date, or the expiry of the relevant renewal period, as the case may be.</p> <p>Should the Buyer not want to progress beyond the initial term a disengagement plan will need to be prepared by the expiry date outlining what the plan covers and an appropriate timeline.</p>	
(Clause 2.3)		
<b>THE BUYERS NOTICE DETAILS</b>	Address for Notices:	Conservation House 18-32 Manners Street Wellington 6011
(Clause 14)	Phone	9(2)a
	Attention:	Cameron Hyland OR Joe Ellingham
	Email:	<a href="mailto:Chyland@doc.govt.nz">Chyland@doc.govt.nz</a> <a href="mailto:jellingham@doc.govt.nz">jellingham@doc.govt.nz</a> Invoices to be send to – <a href="mailto:docinvoices@doc.govt.nz">docinvoices@doc.govt.nz</a>
<b>SERVICE PROVIDER'S NOTICE DETAILS</b>	Address for Notices:	RSM NEW ZEALAND (AUCKLAND), Rsm House, Level 2, 62 Highbrook Drive, East Tamaki, Auckland, 2013, New Zealand
(Clause 14)	Phone	9(2)a
	Attention:	<b>David Gould</b> <b>Commercial Director</b>

Table 2 – System Service Levels (connected to clause 6.3 MSA)

Service Type	Service Type Description	Minimum Service Level	Tools and reporting
Availability	System Uptime	<p>9(2)(b)(iii) and to end service availability between the hours of 7.00 and 7.00 pm every day in each month.</p> <p>Stellar is not responsible for system outages caused by third parties over which Stellar has no power or control - e.g. internet outages caused by telecommunications providers, payment interruptions caused by payment gateway providers, etc. Outages caused by third parties should not be included in uptime/downtime calculations.</p>	Monthly Service availability report. Due by 5 <sup>th</sup> business day after the end of each month
Availability	Batteries	<p>Batteries must provide reliable operation under normal conditions without requiring frequent replacement.</p> <ul style="list-style-type: none"> <li>Batteries are expected to last a minimum of 9(2)(b)(ii) <b>with-out any</b> solar input</li> <li>Batteries are expected to last a minimum of one month 9(2)(b)(ii) 9(2)(b)(ii) solar in</li> </ul>	Each change to be reported as part of monthly reporting. Due by 5 <sup>th</sup> business day after the end of each month
Availability	Planned Maintenance / System outage. Where no interruption to service	Notice to be provided to DOC and agreed a minimum of 5 days before planned maintenance or system outage.	Reported as part of monthly reporting. Due by 5 <sup>th</sup> business day after the end of each month
Availability	Planned Maintenance / System outage. Where services <b>will</b> be interrupted	Notice to be provided to DOC and agreed a minimum of 9(2)(b)(ii) before planned maintenance or m outage. Planned outages with service interruption must take place outside business hours (7.00 am to 7.00 pm).	Reported as part of monthly reporting. Due by 5 <sup>th</sup> business day after the end of each month
Availability	System Monitoring	The supplier will monitor systems and hardware proactively. Reporting and managing interruptions and incidents in accordance with Schedule 1 – Table 5.	Each interruption or incident to be reported as part of monthly reporting. Due by 5 <sup>th</sup> business day after the end of each month
Availability	Unplanned maintenance	See Issue Resolution under Issues, Service Request and Query Service Levels in accordance with Schedule 1 – Table 5, and SOW Appendix 1.	

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Service Type	Service Type Description	Minimum Service Level	Tools and reporting
Accuracy	NPR Camera Accuracy	9(2)(b)(ii) accuracy of number plate recognition. Monthly Reporting to show number of plates which cannot be recognised as a % of total car park entries and exits.	
Reporting and Data	Customer Service Report	Reporting on agreed service quality measures from contact centre in accordance with Schedule 1 – Table 3.	Reported as part of monthly reporting. Due by 5 <sup>th</sup> business day after the end of each month
Reporting and Data	Parking transaction data	Detailed parking transactional data monthly for analytical purposes. Reporting period same as financial period and sum of parking revenue must reconcile to financial summary. Submitted monthly by 9(2)(b) business day after month end	Transactional Report
Reporting and Data	Parking infringement data	Detailed parking transactional data monthly for analytical purposes. Reporting period same as financial period and sum of parking revenue must reconcile to financial summary. Submitted monthly by 9(2)(b) business day after month end	Infringement Report
Infringement	Time to send infringement notice	9(2)(b) business days	
Financial	Financial: Payment remittance of parking and infringement revenue.	Payment by 9(2)(b) Business Day of each month.	
Reporting and Data	Financial.	Financial remittance advice due by 9(2)(b)(ii) day of each month. Data must be submitted securely by electronic transfer.	Reporting data submission: Parking revenue remittance and reconciliation advice
Data	Car parking transactional data set transmission to DOC	Daily by 9(2)(b)(ii)	
Data Recoverability		In the event of loss of the service, data (excluding unsaved data) will be recovered in accordance with the Business Continuity and Disaster Recovery plans.	Reported as part of monthly reporting provided to DOC within 5 business days of the end of each month.

Schedule 1 continued:

Table 3 – Service quality (connected to clause 6.3 MSA)

Service Type	Service Type Description	Measure
Visitor satisfaction	First contact resolution	9(2)(b)(ii)
Visitor satisfaction	Call wait time	9(2)(b)(ii)
Call Centre	Call centre availability	Hours of operation will be 8am to 11pm Monday to Saturday, and 10am to 10pm on Sundays, every day in each month.
	Call escalation	Record and report on all calls escalated as issues.

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Schedule 1 continued:

Table 4 – Descriptions of Priority levels

Priorities	Critical (P1)	High (P2)	Medium (P3)	Low (P4)
<b>Description</b>	<ul style="list-style-type: none"> <li>• All car parks unable to process parking transactions</li> <li>• Business-critical systems or services completely unavailable</li> <li>• Significant financial impact or risk</li> </ul> <p>Examples: Payment gateway interruption, Tariffs unable to be applied</p>	<ul style="list-style-type: none"> <li>• Single car park unable to process parking transactions</li> <li>• Service severely degraded across all car parks but not completely unavailable</li> <li>• Significant impact but with some workaround possible</li> <li>• Affects multiple users or a critical business function</li> <li>• Urgent request for Service change</li> </ul> <p>Examples: Reporting unavailable but parking services still functioning. Single car park unable to process payments. Only NPR Camera at a car park not functioning</p>	<ul style="list-style-type: none"> <li>• Service severely degraded at a single car park but not completely unavailable</li> <li>• Limited impact on business operations</li> <li>• Non-critical service affected</li> <li>• Workaround available at impacted car park</li> <li>• Tariff change at a car park</li> </ul> <p>Example: Individual users unable to access systems. Single parking machine unavailable at a car park</p>	<ul style="list-style-type: none"> <li>• Minimal business impact</li> <li>• Service inconvenience for individual users</li> <li>• Standard service request</li> <li>• Non-urgent issues</li> <li>• Non-urgent request for information</li> </ul> <p>Example: Non-Urgent information request, signage replacement</p>

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Schedule 1 continued:

Table 5 – Issues, Service Request and Query Service Levels (connected to clause 6.3 MSA)

Service Type	Service Type Description	Critical (P1) <sup>1</sup>	High (P2) <sup>1</sup>	Medium (P3) <sup>1</sup>	Low (P4) <sup>1</sup>
Issue Acknowledgement	Acknowledgement of an Issue/Query or service request raised either via email, call or supplier provided helpdesk/system/portal	9(2)(b)(ii)			
Issue Response	Response time for supplier to determine priority and respond to DOC with proposed Actions				
Issue Update	Frequency of proactive updates on progress of Issues/Query or service request and any issues preventing its resolution.	Daily at 9(2)(b)(ii) unless otherwise agreed or when there is a change in the status, or a dependency has been met, or a delay is incurred.	When there is a change in the status, or a dependency has been met, or a delay is incurred.	N/A	N/A
Issue Resolution	Expected Service request / Issue completion time from the point of being raised <b>if issue is system wide.</b>	9(2)(b)(ii)			
Issue Closure	Service request closure details provided in an email confirmation which includes all relevant information for that service activity including any additional charges incurred as part thereof.	Within 9(2)b from completion.  Details to be included in monthly service reporting	Within 9(2)b from completion.  Details to be included in monthly service reporting	Within 9(2)b from completion.  Details to be included in monthly service reporting	Within 9(2)b from completion.  Details to be included in monthly service reporting

<sup>1</sup> Refer to Table 4 for priority level definitions (P1-4)

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Schedule 1 continued:

Table 6 – Monthly operational review meeting (connected to clause 1.6 MSA)

<b>Frequency &amp; duration:</b>	Monthly commencing (time and date to be determined after commencement of services)  Allow for one hour meeting and one hour follow up on agreeing meeting minutes
<b>Core attendees:</b>	DOC contract manager and one other DOC staff member  Supplier: Service manager nominated in RFP and allowance for one other
<b>Objectives/ responsibilities:</b>	<ul style="list-style-type: none"><li>• Review Paid Parking Pilot – Service levels</li><li>• Key risks and issues register and mitigations</li></ul>
<b>Supplier input:</b>	<ul style="list-style-type: none"><li>• Agenda</li><li>• Services<ul style="list-style-type: none"><li>○ Customer services reporting</li><li>○ Parking services reporting</li><li>○ Infringement reporting</li><li>○ Parking exemptions reporting</li></ul></li><li>• Operations<ul style="list-style-type: none"><li>○ Repairs and Maintenance</li></ul></li></ul>

	<ul style="list-style-type: none"> <li>o Service change requests</li> <li>• Minutes and actions from last OR meeting</li> <li>• Updated risks and issues register with mitigations</li> </ul>
<b>Outputs:</b>	<ul style="list-style-type: none"> <li>• Meeting minutes and must be signed off by both parties within five working days.</li> <li>• Updated risks and issues register with mitigations</li> </ul>

Schedule 1 continued:

Table 7 – Six monthly performance review: (subject to negotiation) (connected to clause 1.6 MSA)

<b>Frequency &amp; duration:</b>	During the pilot phase every 9(2)(b)(ii) after commissioning then 9(2)(b)(ii) One hour (at a date and time to be determined after commencement of services)
<b>Core attendees:</b>	DOC contract manager and three other DOC staff member  <b>Supplier:</b> Service manager nominated in RFP and allowance for one other
<b>Objectives/ responsibilities:</b>	<p>Review contractual performance</p> <ul style="list-style-type: none"> <li>• Review Paid Parking Pilot – Service levels 1-6</li> </ul> <p>Review of overall performance for the period, reporting on targets, trends, initiatives undertaken, successes and challenges</p> <p>Discuss governance issues and manage those issues appropriately</p> <p>Key risks and issues register and mitigations</p>

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<b>Supplier input:</b>	Agenda Minutes and actions from last six-monthly review meeting Quality and services report Updated risks and issues register with mitigations
<b>Outcomes:</b>	Meeting minutes must be signed off by both parties within five working days. Updated risk and issues register with mitigations New opportunities identified, and Accepted Six Monthly Review Summary Report.

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Statement of Work - DOCs northern and southern car parks at Dolomite Point, Punakaiki.

# Statement of Work (SoW)



Department of Conservation  
*Te Papa Atawhai*

## The Parties

**The Director-General of the Department of Conservation**

**(Buyer)**

Conservation House, 18-32 Manners Street, Wellington 6011

and

**Intellico.co.nz Limited; LPR Enforcement Services Limited; trading as Stellar**

**(Service Provider)**

RSM NEW ZEALAND (AUCKLAND), Rsm House, Level 2, 62 Highbrook Drive, East Tamaki, Auckland, 2013, New Zealand

## Agreement

The terms and conditions of the Master paid car parking Agreement (“Master Agreement”) apply in full to the Services provided under this Statement of Work (“SOW”).

## Acceptance

In signing this Statement of Work each Party acknowledges that it has read and agrees to be bound by it.

For and on behalf of the **Buyer**:

9(2)a

(signature)

For and on behalf of the **Service Provider**:

9(2)a

(signature)

**name:** Stephanie Rowe

**name:** David Gould

**position:** Acting Director-General

**position:** Director

**date:** 11 Sept 2025

**date:** 15th September 2025

<b>Start Date</b>	31 <sup>st</sup> October 2025
<b>End Date</b>	30 <sup>th</sup> June 2027

<b>Contact for this Statement of Work</b>	<b>Buyer's Contact/Site Lead</b>		<b>Provider's Contact/Site Lead</b>
	<b>Name:</b>	Cam Hyland or Joe Ellingham	JP Kilham
	<b>Title / position:</b>	Cam -Visitor Services Manager Joe - Principal Commercial and Revenue Advisor	Business Development Executive
	<b>Address:</b>	DOCs northern and southern car parks at Dolomite Point, Punakaiki.	Rsm House, Level 2, 62 Highbrook Drive, East Tamaki, Auckland, 2013, New Zealand
	<b>Phone:</b>	9(2)a	
	<b>Fax:</b>		
	<b>Email:</b>	<a href="mailto:Chyland@doc.govt.nz">Chyland@doc.govt.nz</a> <a href="mailto:jellingham@doc.govt.nz">jellingham@doc.govt.nz</a>	9(2)a

<b>Description of Services</b>
<p><b>Contract</b></p> <p>The Goods and Services described in this SoW are provided under the terms and conditions of the Master Services Agreement. The Master Services Agreement was established for delivery of paid carparking at certain sites around New Zealand.</p> <p><b>Description of Services</b></p> <p>The Service Provider shall provide parking services to the Buyer and its customers, and service car parking equipment at the location as detailed in Deliverables sections below. The Service shall be delivered as per the Service Levels as set out in MSA Schedule 2 and according to appendix 1 for this SoW.</p> <p><b>Deliverables</b></p> <p><b>Customer Services</b></p> <p>Stellar shall offer a customer call centre function which can respond to customer enquiries and issues concerning parking at the DOC site.</p> <p>Stellar shall receive communications directly from DOC in follow escalation steps:</p> <ul style="list-style-type: none"> <li>• Jobs can be logged via Stellar's email 9(2)a</li> <li>• 9(2)a</li> <li>• 9(2)a</li> </ul> <p>In dealing with customer enquires Stellar will process refunds to customer credit cards.</p> <p><b>Parking Services</b></p> <p>The Service Provider will deliver ticketless, cashless parking services using Pay-by-Plate machines and LPR cameras. Stellar will supply and operate the Ezicom Central Management System to ensure systems are working and accept payments.</p>

Stellar shall provide a Tariff management system which can offer different tariff rates by carpark, time spent in carpark or vehicle type. Tariff changes must be able to be applied remotely “over the air”.

#### **Multi-channel payment options**

Stellar’s parking solution supports a range of payment methods to ensure convenience and accessibility. The channels operate independently, ensuring redundancy and flexibility for users:

- On-site MetroLite Touch machines: Solar-powered, Pay-by-Plate machines with intuitive, icon-driven interfaces.
  - Scan2Pay QR codes: Strategically placed signage allows visitors to pay using their smartphones without downloading an app.
  - ParkKiwi mobile app: Enables remote payment, top-ups, and receipt access.
- vPermit system: Stellar shall provide an online permit system called vPermit, this will enable DOC to offer discounted parking tariff rates to Contractors and other user groups. The system shall include automatic verification of the Contractor by typically using the Contractor email address. The service does not include manual validation or verification of permit applications.

#### **Infringement Services**

Stellar shall supply and operate a suitable enforcement management software solution which is integrated with the wider parking machine and LPR Camera solutions. The enforcement solution will automatically monitor the carpark and will identify vehicles in violation of the carpark Terms and Conditions, resulting in a parking breach notice being generated and posted to the vehicle’s registered owner.

The enforcement management software solution must keep a historic record of all breach notices and associate payments.

Stellar will deal with all correspondence and disputes concerning all breach notices. Stellar shall supply and operate a suitable payment platform on which customers may use to pay their issued parking breach notice.

All breach notices will be manually reviewed before issuance. Notices for rental vehicles will be emailed via rental agencies to improve resolution. DOC will define waiver criteria, and Stellar will manage appeals accordingly. No breach notices will be issued during system downtime or payment unavailability.

In dealing with customer enquires Stellar will process refunds to customer credit cards.

#### **Payment Processing**

Stellar shall supply payment solutions which accept electronic payments namely VISA and Mastercard. Other card suppliers may be added in future. The payment solutions are to be used across the parking machines, mobile phone payment APP’s, QR Code payments and the Breach notice payment portal.

All payments systems must be PCI-DSS compliant and meet EMV Level 1 & 2, PCI PTS 3.x, and SRED standards.

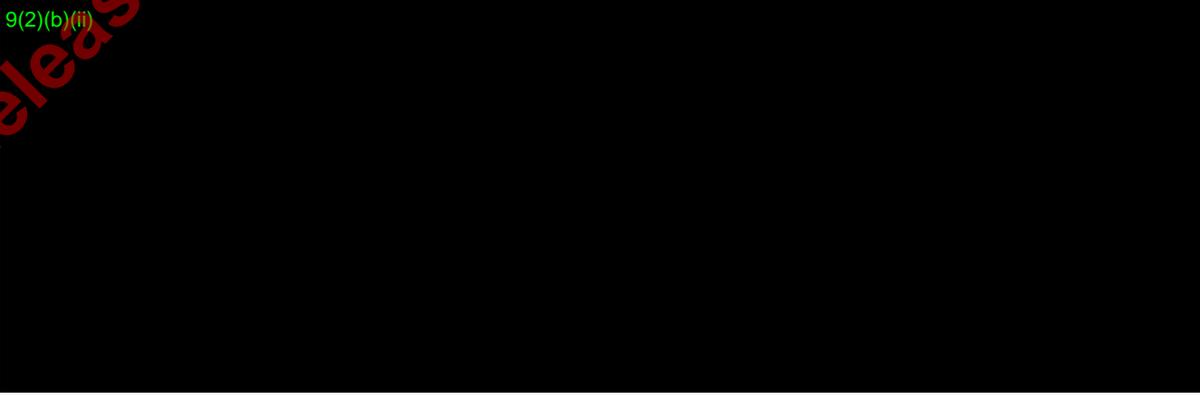
The payment solutions must enable the future potential introduction of credit card transaction fees, as a separate charge to the standard parking fee.

Electronic payments received must be made directly into a separately identifiable Trust Bank Account that adheres to the Public Finance Act.

#### **Hardware maintenance**

#### **Planned maintenance**

9(2)(b)(iii)



9(2)(b)(ii)

#### **Batteries**

The status of all batteries is monitored through the Ezicom Central Management System, which provides alerts on low battery levels.

9(2)(b)(ii)

Reporting includes a parking management system (Ezicom). Access will be provided to nominated DOC users.

In addition to the standard monthly reports the parties will agree to an annual time allowance of 9(2)(b) to be provided by Stellar for ad hoc reporting services, provision of which shall be included in Stellar's revenue share fee.

Reporting beyond the standard reports and the annual time allowance for ad hoc reporting shall be agreed in writing with the nominated DOC representative. The agreement will include a brief scope, and a scheduled fee estimate on a time and materials basis.

The charge out rates set out in Schedule 2

#### **Financial reporting and reconciliation**

The Service Provider will undertake a structured month-end reconciliation and payment process to ensure accurate and timely financial reporting and remittance to "THE BUYER". This process includes:

#### **Revenue Collection and Bank Accounts**

9(2)(b)(ii)

9(2)(b)(ii)

A supporting spreadsheet will accompany the invoice, detailing:

- Transaction volumes and values
- 9(2)(b)(ii)
- Reconciliation summary

**Documentation and Transparency**

- The invoice and spreadsheet will include an **Invoice Detail tab** summarising the reconciliation and payment.
- “THE BUYER” will receive this documentation by the **5th business day** of the following month.

Deliverable/Milestone	Performance Standards	Due date
Start operation of paid parking		31 October 2025

**Approvals and consents**

“None”.

**Service Provider’s Approved Personnel**

<b>Name</b>	JP Kilham
<b>Position</b>	Business Development Executive
<b>Specialisation</b>	Project Implementation

**Service Provider's Approved sub-contractors**

<b>Name</b>	Dualcom Technology Ltd
<b>Address</b>	9(2)a [REDACTED]
<b>Specialisation</b>	Project implementation
<b>Name</b>	Orikan New Zealand Limited
<b>Address</b>	21 William Pickering Drive, Albany, Auckland 0632
<b>Specialisation</b>	Project implementation

**Access arrangements over private land**

Not applicable.

**Health and safety on the Site**

- A Safety Plan is required.
- The Safety Plan will be audited.
- Known hazards on the Site: DOC's district office will advise, contact them ahead of any site visits for updated information.
- Details of any staff of the Buyer or other people in the vicinity of the Site where there is potential for some contact between the Supplier and such people: DOC's district office will advise, contact them ahead of any site visits for updated information.
- Details of any other services being carried out on the Site, which might affect the Supplier or the Services: DOC's district office will advise, contact them ahead of any site visits for updated information.

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## Appendix 1 to template Statement of Work: Issue, Service Request and Query Service Levels

### Descriptions of Priority levels

Priorities	Critical (P1)	High (P2)	Medium (P3)	Low (P4)
<b>Description</b>	<ul style="list-style-type: none"> <li>• All car parks unable to process parking transactions</li> <li>• Business-critical systems or services completely unavailable</li> <li>• Significant financial impact or risk</li> </ul> <p>Examples: Payment gateway interruption, Tariffs unable to be applied</p>	<ul style="list-style-type: none"> <li>• Single car park unable to process parking transactions</li> <li>• Service severely degraded across all car parks but not completely unavailable</li> <li>• Significant impact but with some workaround possible</li> <li>• Affects multiple users or a critical business function</li> <li>• Urgent request for Service change</li> </ul> <p>Examples: Reporting unavailable but parking services still functioning. Single car park unable to process payments. Only NPR Camera at a car park not functioning</p>	<ul style="list-style-type: none"> <li>• Service severely degraded at a single car park but not completely unavailable</li> <li>• Limited impact on business operations</li> <li>• Non-critical service affected</li> <li>• Workaround available at impacted car park</li> <li>• Tariff change at a car park</li> </ul> <p>Example: Individual users unable to access systems. Single parking machine unavailable at a car park</p>	<ul style="list-style-type: none"> <li>• Minimal business impact</li> <li>• Service inconvenience for individual users</li> <li>• Standard service request</li> <li>• Non-urgent issues</li> <li>• Non-urgent request for information</li> </ul> <p>Example: Non-Urgent information request, signage replacement</p>

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Issues, Service Request and Query Service Levels (connected to clause 6.3 MSA)

Service Type	Service Type Description	Critical (P1) <sup>1</sup>	High (P2) <sup>1</sup>	Medium (P3) <sup>1</sup>	Low (P4) <sup>1</sup>
Issue Acknowledgement	Acknowledgement of an Issue/Query or service request raised either via email, call or supplier provided helpdesk/system/portal	9(2)(b)(ii)			
Issue Response	Response time for supplier to determine priority and respond to DOC with proposed Actions				
Issue Update	Frequency of proactive updates on progress of Issues/Query or service request and any issues preventing its resolution.	Daily at 9(2)b unless otherwise agreed or when there is a change in the status, or a dependency has been met, or a delay is incurred.	When there is a change in the status, or a dependency has been met, or a delay is incurred.	N/A	N/A
Issue Resolution	Expected Service request / Issue completion time from the point of being raised <b>if issue is system wide.</b>	9(2)(b)(ii)			
Issue Closure	Service request closure details provided in an email confirmation which includes all relevant information for that service activity including any additional charges incurred as part thereof.	Within 9(2)b from completion  Details to be included in monthly service reporting	Within 9(2)b from completion.  Details to be included in monthly service reporting	Within 9(2)b from completion  Details to be included in monthly service reporting	Within 9(2)b from completion.  Details to be included in monthly service reporting

<sup>1</sup> Refer to Table 4 for priority level definitions (P1-4)

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**Statement of Work - DOCs northern and southern car parks at Dolomite Point, Punakaiki.  
Schedule 2 Fees and pricing**

**1. Parking Tariffs and Breach Notices**

**1.1 Parking Tariffs**

The parking tariffs shall be set at the sole discretion of "THE BUYER" and may vary by site, time, or vehicle type. Tariffs may be updated by "THE BUYER" at any time with written notice to the Service Provider.

**1.2 Breach Notice Fee**

The Breach Notice Fee shall be jointly agreed between "THE BUYER" and Stellar and may be reviewed from time to time by mutual agreement, having regard to prevailing market rates for similar car parks.

**1.3 Default Breach Notice Fee**

Unless otherwise agreed in writing, the Breach Notice Fee shall remain at \$75.00, with an additional \$20.00 late payment fee applying where payment is not received within the 20 days.

**1.4 Revenue Allocation from Breach Notices**

Of each Breach Notice payment received:

- [Redacted]
- **9(2)(b)(ii)**

**1.5 Waiver Rights**

"THE BUYER" reserves the right, at its sole discretion, to waive any Breach Notice.

**2. Service Fees**

**2.1 Monthly Service Fee**

**9(2)(b)(ii)**

**2.2 Payment and Reconciliation**

**9(2)(b)(ii)**

**2.3 Additional Monthly Direct Fees**

In addition to the Monthly Service Fee under clause 2.1 of this Schedule, "THE BUYER" shall reimburse the Service Provider for certain direct monthly costs, provided that:

- Each cost is a genuine third-party expense incurred by the Service Provider in the delivery of services under this Agreement.
- The Service Provider must provide **reasonable evidence of an increase** in the direct cost to support any proposed adjustment to the fees.
- Any negotiated cost **reductions** or improved rates must also be **passed on to "THE BUYER"**.
- The cost is **pre-approved in writing** by "THE BUYER" and clearly itemised in the monthly invoice.
- The cost is consistent with the pricing table below or otherwise agreed in writing.

Item / model / product	Quantity	Unit Price	Extended Price
------------------------	----------	------------	----------------

Kiosk data for one SIM - if additional SIM then double price	1	9(2)i	
One NZ data sims for camera routers	2		
<b><u>LPR Cameras</u></b>			
EziCom PinForce Remote LPR Module EziCom Camera Connection Camera System Secure Data			
LPR Entry/Exit cameras MONTHLY fees - fixed fee per camera	3		
<b><u>Parking machines</u></b>			
EziCom CMS System Secure Data Connection Credit Card Processing eReceipts	4		
<b>Total chargeable Fees (excluding GST)</b>			\$ 9(2)b
Ezicom Transactions fees - per transaction			\$ 9(2)i

On-site support	Unit of Measure	Fee Rate (exc GST)
Stellar: Stellar technician site attendance rates - includes vehicle charge - minimum 3 hours	1 hour	9(2)i
Orikan: Orikan technician site attendance rates - includes vehicle charge - minimum 3 hours	1 hour	
Travel and accommodation charged separately	Per night	

#### 2.4 Audit and Verification of Direct Costs

“THE BUYER” reserves the right to request evidence of any direct cost charged under clause 2.3 of this Schedule. The Service Provider must, upon request:

- Provide third-party invoices or other documentation substantiating the cost.
- Demonstrate that the cost increase is directly attributable to the services provided under this agreement.
- Cooperate with any audit or review conducted by “THE BUYER” or its nominated representative.

Failure to provide satisfactory evidence may result in the cost being disallowed or recovered.

#### 3. Funds Collected on Behalf of “THE BUYER”

### 3.1 Trust Account

All funds collected by the Service Provider on behalf of "THE BUYER", including but not limited to Carpark Revenue and Breach Notice payments, shall be treated as **funds held on trust** for "THE BUYER", pursuant to the principles of the New Zealand Public Finance Act 1989, notwithstanding that no formal trust structure or Trust Deed exists. This designation is intended to reflect the fiduciary nature of the arrangement and the obligation to safeguard "THE BUYER"'s entitlements.

### 3.2 Account Structure and Management

The Service Provider shall ensure that all such funds are deposited into a **separate bank account**, distinct from the Service Provider's operating accounts. This account shall be used solely for the purpose of holding third-party funds on behalf of "THE BUYER" and shall not be used for the Service Provider's own operational or financial activities.

### 3.3 No Set-Off or Interest Benefit

The Service Provider shall not offset any of its own costs, liabilities, or obligations against the funds held on behalf of "THE BUYER". Furthermore, the Service Provider shall not derive any interest or financial benefit from the holding of these funds, unless expressly agreed in writing by "THE BUYER".

### 3.4 Banking Arrangements

Service Provider shall consult directly with its banking provider to establish an account type that is suitable for holding third-party funds in accordance with the principles outlined in this Schedule. Service Provider shall provide "THE BUYER" with written confirmation of the account structure and its intended use.

## 4. Annual Pricing Review

4.1 All fees and charges under this Agreement (other than Breach Notice Fees and Revenue Share under clauses 1 and 2) of this Schedule shall be subject to an annual review on the anniversary of the Contract Commencement Date.

4.2 Any adjustment to pricing shall be negotiated in good faith between the Parties, having regard to relevant market conditions and the Supplier's actual cost drivers. The Supplier must provide reasonable evidence of increased costs directly attributable to the services provided under this Agreement. In the absence of such evidence, pricing shall remain unchanged.

4.3 If the parties are unable to agree on a revised price following the annual review, the matter shall be resolved in accordance with the dispute resolution process set out in section 11 of this Agreement. Until the dispute is resolved, the existing pricing shall remain in effect.

## 5. Reporting Rate Card

The following rates apply to additional reporting or professional services requested by "THE BUYER" that fall outside the scope of the standard monthly and annual reporting included in the Monthly Service Fee (clause 2.1 of this Schedule). These rates are exclusive of GST and are subject to clause 2.4 of this Schedule (Audit and Verification of Direct Costs).

Role	Hourly Rate (excl. GST)
Technical Director	9(2)(b)(ii)

Role	Hourly Rate (excl. GST)
Business Analyst	9(2)( b)(ii)
Account Manager	
Report Specialist	
Materials*	

\*Materials refers to physical components or consumables required for maintenance or reporting deliverables. Labour must not be included under this heading. All materials must be supported by itemised documentation and are subject to "THE BUYER" approval and audit.

Released under the Official Information Act 1982

# Statement of Work (SoW)



Department of Conservation  
*Te Papa Atawhai*

## The Parties

**The Director-General of the Department of Conservation**

**(Buyer)**

Conservation House, 18-32 Manners Street, Wellington 6011

and

**Intellico.co.nz Limited; LPR Enforcement Services Limited; trading as Stellar**

**(Service Provider)**

RSM NEW ZEALAND (AUCKLAND), Rsm House, Level 2, 62 Highbrook Drive, East Tamaki, Auckland, 2013, New Zealand

## Agreement

The terms and conditions of the Master paid car parking Agreement (“Master Agreement”) apply in full to the Services provided under this Statement of Work (“SOW”).

## Acceptance

In signing this Statement of Work each Party acknowledges that it has read and agrees to be bound by it.

For and on behalf of the **Buyer**:

**9(2)a**

(signature)

For and on behalf of the **Service Provider**:

**9(2)a**

(sig

**name:** Stephanie Rowe

**position:** Acting Director-General

**date:** 11 Sept 2025

**name:** David Gould

**position:** Director

**date:** 15th September 2025

Released under the Official Information Act 1982

<b>Start Date</b>	31 <sup>st</sup> October 2025
<b>End Date</b>	30 <sup>th</sup> June 2027

<b>Contact for this Statement of Work</b>	<b>Buyer's Contact/Site Lead</b>	<b>Provider's Contact/Site Lead</b>	
	<b>Name:</b>	Cam Hyland or Joe Ellingham	JP Kilham
	<b>Title / position:</b>	Cam -Visitor Services Manager Joe - Principal Commercial and Revenue Advisor	Business Development Executive
	<b>Address:</b>	Franz Joseph Valley and Wombat Car Park	
	<b>Phone:</b>	9(2)a	
	<b>Fax:</b>		
	<b>Email:</b>	<a href="mailto:Chyland@doc.govt.nz">Chyland@doc.govt.nz</a> <a href="mailto:jellingham@doc.govt.nz">jellingham@doc.govt.nz</a>	9(2)a

## Description of Services

### Contract

The Goods and Services described in this SoW are provided under the terms and conditions of the Master Services Agreement.

The Master Services Agreement was established for delivery of paid carparking at certain sites around New Zealand.

### Description of Services

The Service Provider shall provide parking services to "THE BUYER" and its customers, and service car parking equipment at the location as detailed in Deliverables sections below. The Service shall be delivered as per the Service Levels as set out in MSA Schedule 2 and according to appendix 1 for this SoW.

### Deliverables

#### Customer Services

Stellar shall offer a customer call centre function which can respond to customer enquiries and issues concerning parking at the DOC site.

Stellar shall receive communications directly from DOC in follow escalation steps:

- Jobs can be logged via Stellar's email 9(2)a
- 9(2)a
- 9(2)a
- 9(2)a

In dealing with customer enquires Stellar will process refunds to customer credit cards.

#### Parking Services

The Service Provider will deliver ticketless, cashless parking services using Pay-by-Plate machines and LPR cameras.

Stellar will supply and operate the Ezicom Central Management System to ensure systems are working and accept payments.

Stellar shall provide a Tariff management system which can offer different tariff rates by carpark, time spent in carpark or vehicle type. Tariff changes must be able to be applied remotely "over the air".

#### **Multi-channel payment options**

Stellar's parking solution supports a range of payment methods to ensure convenience and accessibility. The channels operate independently, ensuring redundancy and flexibility for users:

- On-site MetroLite Touch machines: Solar-powered, Pay-by-Plate machines with intuitive, icon-driven interfaces.
- Scan2Pay QR codes: Strategically placed signage allows visitors to pay using their smartphones without downloading an app.
- Parkiwi mobile app: Enables remote payment, top-ups, and receipt access.

vPermit system: Stellar shall provide an online permit system called vPermit, 9(2)(b)(ii)

9(2)(b)(ii)

#### **Infringement Services**

Stellar shall supply and operate a suitable enforcement management software solution which is integrated with the wider parking machine and LPR Camera solutions. The enforcement solution will automatically monitor the carpark and will identify vehicles in violation of the carpark Terms and Conditions, resulting in a parking breach notice being generated and posted to the vehicle's registered owner.

The enforcement management software solution must keep a historic record of all breach notices and associate payments.

Stellar will deal with all correspondence and disputes concerning all breach notices. Stellar shall supply and operate a suitable payment platform on which customers may use to pay their issued parking breach notice.

All breach notices will be manually reviewed before issuance. Notices for rental vehicles will be emailed via rental agencies to improve resolution. DOC will define waiver criteria, and Stellar will manage appeals accordingly. No breach notices will be issued during system downtime or payment unavailability.

In dealing with customer enquires Stellar will process refunds to customer credit cards.

#### **Payment Processing**

Stellar shall supply payment solutions which accept electronic payments namely VISA and Mastercard. Other card suppliers may be added in future. The payment solutions are to be used across the parking machines, mobile phone payment APP's, QR Code payments and the Breach notice payment portal.

All payments systems must be 9(2)(b)(ii)

The payment solutions must enable the future potential introduction of credit card transaction fees, as a separate charge to the standard parking fee.

Electronic payments received must be made directly into a separately identifiable Trust Bank Account that adheres to the Public Finance Act.

#### **Hardware maintenance**

##### **Planned maintenance**

9(2)(b)(ii)

##### **Un planned maintenance**

9(2)(b)(ii)

9(2)(b)(ii)

#### **Batteries**

The status of all batteries is monitored through the Ezicom Central Management System, which provides alerts on low battery levels.

9(2)(b)(ii)

#### **Training**

9(2)(b)(ii)

#### **Reporting**

The parties agree to keep the quantity of reports to a reasonable number.

The below standard reports will be provided monthly:

- Customer service report, includes but not limited to:

- 
- 
- 

9(2)(b)(ii)

- Parking exemptions report

- 
- 
- 

9(2)(b)(ii)

- Parking data

- 

9(2)(b)(ii)

- Infringement data

- 

9(2)(b)(ii)

Reporting includes a parking management system (Ezicom). Access will be provided to nominated DOC users.

9(2)(b)(ii)

The charge out rates set out in Schedule 2

#### **Financial reporting and reconciliation**

The Service Provider will undertake a structured month-end reconciliation and payment process to ensure accurate and timely financial reporting and remittance to DOC. This process includes:

**Revenue Collection and Bank Accounts**

9(2)(b)(ii)

**Month-End Reconciliation**

At the end of each month, Stellar will reconcile:

9(2)(b)(ii)

**Payment to “THE BUYER”**

9(2)(b)(ii)

A supporting spreadsheet will accompany the invoice, detailing:

- Transaction volumes and values
- 9(2)(b)(ii)
- Reconciliation summary

**Documentation and Transparency**

- The invoice and spreadsheet will include an **Invoice Detail tab** summarising the reconciliation and payment.
- “THE BUYER” will receive this documentation by the 9(2)(b) **business day** of the following month.

Deliverable/Milestone	Performance Standards	Due date
Start operation of paid parking		31 <sup>st</sup> October 2025

**Approvals and consents**

“None”.

**Service Provider’s Approved Personnel**

<b>Name</b>	JP Kilham
<b>Position</b>	Business Development Executive
<b>Specialisation</b>	Project Implementation

**Service Provider's Approved sub-contractors**

<b>Name</b>	Dualcom Technology Ltd
<b>Address</b>	9(2)b
<b>Specialisation</b>	Project implementation
<b>Name</b>	Orikan New Zealand Limited
<b>Address</b>	21 William Pickering Drive, Albany, Auckland 0632
<b>Specialisation</b>	Project implementation

**Access arrangements over private land**

Not applicable.

**Health and safety on the Site**

- A Safety Plan is required.
- The Safety Plan will be audited.
- Known hazards on the Site: DOC's district office will advise, contact them ahead of any site visits for updated information.
- Details of any staff of the Buyer or other people in the vicinity of the Site where there is potential for some contact between the Supplier and such people: DOC's district office will advise, contact them ahead of any site visits for updated information.
- Details of any other services being carried out on the Site, which might affect the Supplier or the Services: DOC's district office will advise, contact them ahead of any site visits for updated information.

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**Appendix 1 to template Statement of Work: Issue, Service Request and Query Service Levels**

Descriptions of Priority levels

Priorities	Critical (P1)	High (P2)	Medium (P3)	Low (P4)
<b>Description</b>	<ul style="list-style-type: none"> <li>• All car parks unable to process parking transactions</li> <li>• Business-critical systems or services completely unavailable</li> <li>• Significant financial impact or risk</li> </ul> <p>Examples: Payment gateway interruption, Tariffs unable to be applied</p>	<ul style="list-style-type: none"> <li>• Single car park unable to process parking transactions</li> <li>• Service severely degraded across all car parks but not completely unavailable</li> <li>• Significant impact but with some workaround possible</li> <li>• Affects multiple users or a critical business function</li> <li>• Urgent request for Service change</li> </ul> <p>Examples: Reporting unavailable but parking services still functioning. Single car park unable to process payments. Only NPR Camera at a car park not functioning</p>	<ul style="list-style-type: none"> <li>• Service severely degraded at a single car park but not completely unavailable</li> <li>• Limited impact on business operations</li> <li>• Non-critical service affected</li> <li>• Workaround available at impacted car park</li> <li>• Tariff change at a car park</li> </ul> <p>Example: Individual users unable to access systems. Single parking machine unavailable at a car park</p>	<ul style="list-style-type: none"> <li>• Minimal business impact</li> <li>• Service inconvenience for individual users</li> <li>• Standard service request</li> <li>• Non-urgent issues</li> <li>• Non-urgent request for information</li> </ul> <p>Example: Non-Urgent information request, signage replacement</p>

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Issues, Service Request and Query Service Levels (connected to clause 6.3 MSA)

Service Type	Service Type Description	Critical (P1) <sup>1</sup>	High (P2) <sup>1</sup>	Medium (P3) <sup>1</sup>	Low (P4) <sup>1</sup>	
Issue Acknowledgement	Acknowledgement of an Issue/Query or service request raised either via email, call or supplier provided helpdesk/system/portal	9(2)(b)(ii)				
Issue Response	Response time for supplier to determine priority and respond to DOC with proposed Actions					
Issue Update	Frequency of proactive updates on progress of Issues/Query or service request and any issues preventing its resolution.	Daily at 9(2)b unless otherwise agreed or when there is a change in the status, or a dependency has been met, or a delay is incurred.	When there is a change in the status, or a dependency has been met, or a delay is incurred.	N/A	N/A	
Issue Resolution	Expected Service request / Issue completion time from the point of being raised <b>if issue is system wide.</b>	9(2)(b)(ii)				
Issue Closure	Service request closure details provided in an email confirmation which includes all relevant information for that service activity including any additional charges incurred as part thereof.	Within 9(2)b from completion  Details to be included in monthly service reporting	Within 9(2)b from completion.  Details to be included in monthly service reporting	Within [redacted] from completion.  Details to be included in monthly service reporting	Within 9(2)b from completion.  Details to be included in monthly service reporting	

<sup>1</sup> Refer to Table 4 for priority level definitions (P1-4)

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# Statement of Work - Franz Joseph Valley and Wombat Car Park

## Schedule 2 - Fees and pricing

### 1. Parking Tariffs and Breach Notices

#### 1.1 Parking Tariffs

The parking tariffs shall be set at the sole discretion of "THE BUYER" and may vary by site, time, or vehicle type. Tariffs may be updated by "THE BUYER" at any time with written notice to the Service Provider.

#### 1.2 Breach Notice Fee

The Breach Notice Fee shall be jointly agreed between "THE BUYER" and Stellar and may be reviewed from time to time by mutual agreement, having regard to prevailing market rates for similar carparks.

#### 1.3 Default Breach Notice Fee

Unless otherwise agreed in writing, the Breach Notice Fee shall remain at \$75.00, with an additional \$20.00 late payment fee applying where payment is not received within the 20 days.

#### 1.4 Revenue Allocation from Breach Notices

Of each Breach Notice payment received:

- 9(2)(b)(ii)
- [Redacted]

#### 1.5 Waiver Rights

"THE BUYER" reserves the right, at its sole discretion, to waive any Breach Notice.

### 2. Service Fees

#### 2.1 Monthly Service Fee

9(2)(b)(ii)

#### 2.2 Payment and Reconciliation

9(2)(b)(ii)

#### 2.3 Additional Monthly Direct Fees

In addition to the Monthly Service Fee under clause 2.1 of this Schedule, "THE BUYER" shall reimburse the Service Provider for certain direct monthly costs, provided that:

- 9(2)(b)(ii)
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

Item / model / product	Quantity	Unit Price	Extended Price
One NZ data sims for camera routers	1	9(2)(b)(ii)	[Redacted]

<b>LPR Cameras</b>			
EziCom PinForce Remote LPR Module EziCom Camera Connection Camera System Secure Data			9(2)(b)(ii)
LPR Entry/Exit cameras MONTHLY fees - fixed fee per camera	1		
<b>Parking machines</b>			
EziCom CMS System Secure Data Connection Credit Card Processing eReceipts	3		
<b>Total chargeable Fees (excluding GST)</b>			\$ 9(2)(b)(ii)
<b>Ezicom Transactions fees - per transaction</b>			\$ 9(2)(b)(ii)

<b>On-site support</b>	<b>Unit of Measure</b>	<b>Fee Rate (exc GST)</b>
Stellar: Stellar technician site attendance rates - includes vehicle charge - minimum 3 hours	9(2)(b)(ii)	9(2)(b)(ii)
Orikan: Orikan technician site attendance rates - includes vehicle charge - minimum 3 hours		
Travel and accommodation charged separately	Per night	

#### 2.4 Audit and Verification of Direct Costs

“THE BUYER” reserves the right to request evidence of any direct cost charged under clause 2.3 of this Schedule. The Service Provider must, upon request:

- Provide third-party invoices or other documentation substantiating the cost.
- Demonstrate that the cost increase is directly attributable to the services provided under this agreement.
- Cooperate with any audit or review conducted by “THE BUYER” or its nominated representative.

Failure to provide satisfactory evidence may result in the cost being disallowed or recovered.

### 3. Funds Collected on Behalf of “THE BUYER”

#### 3.1 Trust Account

All funds collected by the Service Provider on behalf of “THE BUYER”, including but not limited to Carpark Revenue and Breach Notice payments, shall be treated as **funds held on trust** for “THE BUYER”,

pursuant to the principles of the New Zealand Public Finance Act 1989, notwithstanding that no formal trust structure or Trust Deed exists. This designation is intended to reflect the fiduciary nature of the arrangement and the obligation to safeguard “THE BUYER”’s entitlements.

### 3.2 Account Structure and Management

The Service Provider shall ensure that all such funds are deposited into a **separate bank account**, distinct from the Service Provider’s operating accounts. This account shall be used solely for the purpose of holding third-party funds on behalf of “THE BUYER” and shall not be used for the Service Provider’s own operational or financial activities.

### 3.3 No Set-Off or Interest Benefit

The Service Provider shall not offset any of its own costs, liabilities, or obligations against the funds held on behalf of “THE BUYER”. Furthermore, the Service Provider shall not derive any interest or financial benefit from the holding of these funds, unless expressly agreed in writing by “THE BUYER”.

### 3.4 Banking Arrangements

Service Provider shall consult directly with its banking provider to establish an account type that is suitable for holding third-party funds in accordance with the principles outlined in this Schedule. Service Provider shall provide “THE BUYER” with written confirmation of the account structure and its intended use.

## 4. Annual Pricing Review

4.1 All fees and charges under this Agreement (other than Breach Notice Fees and Revenue Share under clauses 1 and 2) of this Schedule shall be subject to an annual review on the anniversary of the Contract Commencement Date.

4.2 Any adjustment to pricing shall be negotiated in good faith between the Parties, having regard to relevant market conditions and the Supplier’s actual cost drivers. The Supplier must provide reasonable evidence of increased costs directly attributable to the services provided under this Agreement. In the absence of such evidence, pricing shall remain unchanged.

4.3 If the parties are unable to agree on a revised price following the annual review, the matter shall be resolved in accordance with the dispute resolution process set out in section 11 of this Agreement. Until the dispute is resolved, the existing pricing shall remain in effect.

## 5. Reporting Rate Card

The following rates apply to additional reporting or professional services requested by “THE BUYER” that fall outside the scope of the standard monthly and annual reporting included in the Monthly Service Fee (clause 2.1 of this Schedule). These rates are exclusive of GST and are subject to clause 2.4 of this Schedule (Audit and Verification of Direct Costs).

Role	Hourly Rate (excl. GST)
Technical Director	9(2)(b)(ii)
Business Analyst	
Account Manager	

Role	Hourly Rate (excl. GST)
Report Specialist	9(2)(b)(ii)
Materials*	9(2)(b)(ii)

\*Materials refers to physical components or consumables required for maintenance or reporting deliverables. Labour must not be included under this heading. All materials must be supported by itemised documentation and are subject to "THE BUYER" approval and audit.

Released under the Official Information Act 1982

Statement of Work - White Horse Hill Carpark Aoraki Mt Cook

# Statement of Work (SoW)



Department of Conservation  
*Te Papa Atawhai*

## The Parties

**The Director-General of the Department of Conservation**

**(Buyer)**

Conservation House, 18-32 Manners Street, Wellington 6011

and

**Intellico.co.nz Limited; LPR Enforcement Services Limited; trading as Stellar**

**(Service Provider)**

RSM NEW ZEALAND (AUCKLAND), Rsm House, Level 2, 62 Highbrook Drive, East Tamaki, Auckland, 2013, New Zealand

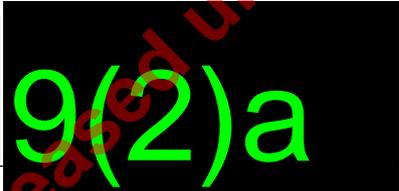
## Agreement

The terms and conditions of the Master paid car parking Agreement (“Master Agreement”) apply in full to the Services provided under this Statement of Work (“SOW”).

## Acceptance

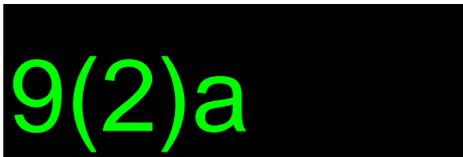
In signing this Statement of Work each Party acknowledges that it has read and agrees to be bound by it.

For and on behalf of the **Buyer**:

 9(2)a

(signature)

For and on behalf of the **Service Provider**:

 9(2)a

(signature)

**name:** Stephanie Rowe

**position:** Acting Director-General

**date:** 11 Sept 2025

**name:** David Gould

**position:** Director

**date:** 15th September 2025

<b>Start Date</b>	31 <sup>st</sup> October 2025
<b>End Date</b>	30 <sup>th</sup> June 2027

<b>Contact for this Statement of Work</b>	<b>Buyer's Contact/Site Lead</b>		<b>Provider's Contact/Site Lead</b>
	<b>Name:</b>	Cam Hyland or Joe Ellingham	JP Kilham
	<b>Title / position:</b>	Cam -Visitor Services Manager Joe - Principal Commercial and Revenue Advisor	Business Development Executive
	<b>Address:</b>	White Horse Hill Carpark Aoraki Mt Cook	
	<b>Phone:</b>	9(2)a	
	<b>Fax:</b>		
	<b>Email:</b>	<a href="mailto:Chyland@doc.govt.nz">Chyland@doc.govt.nz</a> <a href="mailto:jellingham@doc.govt.nz">jellingham@doc.govt.nz</a>	9(2)a

<b>Description of Services</b>
<p><b>Contract</b></p> <p>The Goods and Services described in this SoW are provided under the terms and conditions of the Master Services Agreement. The Master Services Agreement was established for delivery of paid carparking at certain sites around New Zealand.</p> <p><b>Description of Services</b></p> <p>The Service Provider shall provide parking services to "THE BUYER" and its customers, and service car parking equipment at the location as detailed in Deliverables sections below. The Service shall be delivered as per the Service Levels as set out in MSA Schedule 2 and according to appendix 1 for this SoW.</p> <p><b>Deliverables</b></p> <p><b>Customer Services</b></p> <p>Stellar shall offer a customer call centre function which can respond to customer enquiries and issues concerning parking at the DOC site.</p> <p>Stellar shall receive communications directly from DOC in follow escalation steps:</p> <ul style="list-style-type: none"> <li>• Jobs can be logged via Stellar's email 9(2)a</li> <li>• 9(2)a</li> <li>• 9(2)a</li> </ul> <p>In dealing with customer enquires Stellar will process refunds to customer credit cards.</p> <p><b>Parking Services</b></p> <p>The Service Provider will deliver ticketless, cashless parking services using Pay-by-Plate machines and LPR cameras. Stellar will supply and operate the Ezicom Central Management System to ensure systems are working and accept payments.</p>

Stellar shall provide a Tariff management system which can offer different tariff rates by carpark, time spent in carpark or vehicle type. Tariff changes must be able to be applied remotely “over the air”.

#### **Multi-channel payment options**

Stellar’s parking solution supports a range of payment methods to ensure convenience and accessibility. The channels operate independently, ensuring redundancy and flexibility for users:

- On-site MetroLite Touch machines: Solar-powered, Pay-by-Plate machines with intuitive, icon-driven interfaces.
- Scan2Pay QR codes: Strategically placed signage allows visitors to pay using their smartphones without downloading an app.
- ParkKiwi mobile app: Enables remote payment, top-ups, and receipt access.
- vPermit system: Stellar shall provide an online permit system called vPermit, [REDACTED]

9(2)(b)(ii)

#### **Infringement Services**

Stellar shall supply and operate a suitable enforcement management software solution which is integrated with the wider parking machine and LPR Camera solutions. The enforcement solution will automatically monitor the carpark and will identify vehicles in violation of the carpark Terms and Conditions, resulting in a parking breach notice being generated and posted to the vehicle’s registered owner.

The enforcement management software solution must keep a historic record of all breach notices and associate payments.

Stellar will deal with all correspondence and disputes concerning all breach notices. Stellar shall supply and operate a suitable payment platform on which customers may use to pay their issued parking breach notice.

All breach notices will be manually reviewed before issuance. Notices for rental vehicles will be emailed via rental agencies to improve resolution. DOC will define waiver criteria, and Stellar will manage appeals accordingly. No breach notices will be issued during system downtime or payment unavailability.

In dealing with customer enquires Stellar will process refunds to customer credit cards.

#### **Payment Processing**

Stellar shall supply payment solutions which accept electronic payments namely VISA and Mastercard. Other card suppliers may be added in future. The payment solutions are to be used across the parking machines, mobile phone payment APP’s, QR Code payments and the Breach notice payment portal.

All payments systems must be 9(2)(b)(ii) [REDACTED]

The payment solutions must enable the future potential introduction of 9(2)(b)(ii) [REDACTED] as a separate charge to the standard parking fee.

Electronic payments received must be made directly into a separately identifiable Trust Bank Account that adheres to the Public Finance Act.

#### **Hardware maintenance**

##### **Planned maintenance**

9(2)(b)(ii) [REDACTED]

##### **Un planned maintenance**

9(2)(b)(ii) [REDACTED]

9(2)(b)(ii)

#### **Batteries**

The status of all batteries is monitored through the Ezicom Central Management System, which provides alerts on low battery levels.

9(2)(b)(ii)

#### **Training**

9(2)(b)(ii)

#### **Reporting**

The parties agree to keep the quantity of reports to a reasonable number.

The below standard reports will be provided monthly:

- Customer service report, includes but not limited to:

- 9(2)(b)(ii)
- 
- 

- Parking exemptions report

- 
- 
- 

9(2)(b)(ii)

- Parking data

- 9(2)(b)(ii)

- Infringement data

- 9(2)(b)(ii)

Reporting includes a parking management system (Ezicom). Access will be provided to nominated DOC users.

In addition to the standard monthly reports the parties will agree to an annual time allowance of 9(2)(b) to be provided by Stellar for ad hoc reporting services, provision of which shall be included in Stellar's revenue share fee.

Reporting beyond the standard reports and the annual time allowance for ad hoc reporting shall be agreed in writing with the nominated DOC representative. The agreement will include a brief scope, and a scheduled fee estimate on a time and materials basis.

The charge out rates set out in the Reporting Rate Card (section 4) in Schedule 2.

#### **Financial reporting and reconciliation**

The Service Provider will undertake a structured month-end reconciliation and payment process to ensure accurate and timely financial reporting and remittance to "THE BUYER". This process includes:

#### **Revenue Collection and Bank Accounts**

9(2)(b)(ii)

- 9(2)(b)(ii)
- [REDACTED]

9(2)(b)(ii)

**Month-End Reconciliation**

At the end of each month, Stellar will reconcile:

9(2)(b)(ii)

**Payment to “THE BUYER”**

9(2)(b)(ii)

A supporting spreadsheet will accompany the invoice, detailing:

- Transaction volumes and values
- 9(2)(b)(ii)
- Reconciliation summary

**Documentation and Transparency**

- The invoice and spreadsheet will include an **Invoice Detail tab** summarising the reconciliation and payment.
- “THE BUYER” will receive this documentation by the 9(2)(b) **business day** of the following month.

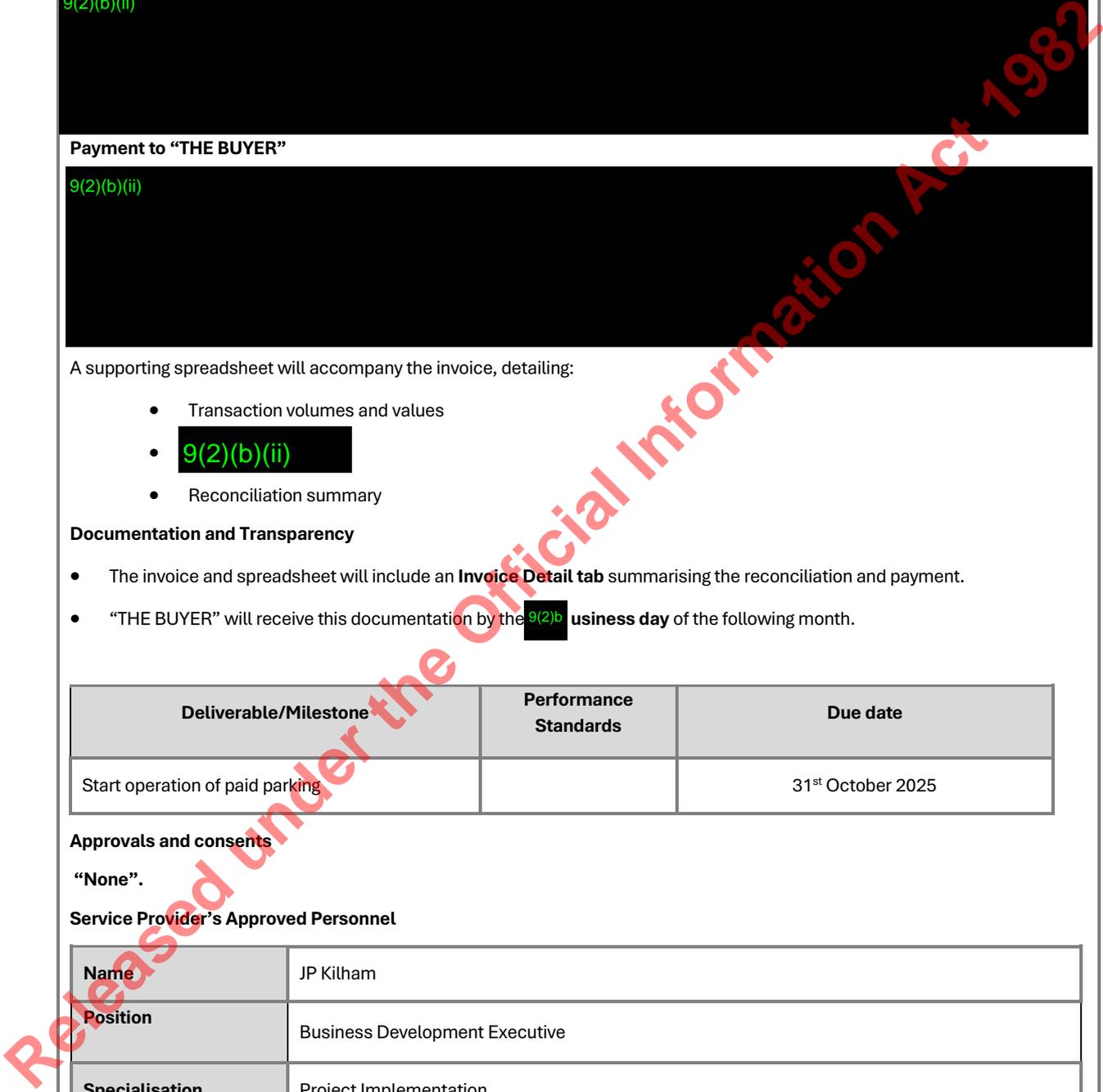
Deliverable/Milestone	Performance Standards	Due date
Start operation of paid parking		31 <sup>st</sup> October 2025

**Approvals and consents**

“None”.

**Service Provider’s Approved Personnel**

<b>Name</b>	JP Kilham
<b>Position</b>	Business Development Executive
<b>Specialisation</b>	Project Implementation



**Service Provider's Approved sub-contractors**

<b>Name</b>	Dualcom Technology Ltd
<b>Address</b>	9(2)a
<b>Specialisation</b>	Project implementation
<b>Name</b>	Orikan New Zealand Limited
<b>Address</b>	21 William Pickering Drive, Albany, Auckland 0632
<b>Specialisation</b>	Project implementation

**Access arrangements over private land**

Not applicable.

**Health and safety on the Site**

- A Safety Plan is required.
- The Safety Plan will be audited.
- Known hazards on the Site: DOC's district office will advise, contact them ahead of any site visits for updated information.
- Details of any staff of the Buyer or other people in the vicinity of the Site where there is potential for some contact between the Supplier and such people: DOC's district office will advise, contact them ahead of any site visits for updated information.
- Details of any other services being carried out on the Site, which might affect the Supplier or the Services: DOC's district office will advise, contact them ahead of any site visits for updated information.

Released under the Official Information Act 1982

**Appendix 1 to template Statement of Work: Issue, Service Request and Query Service Levels**

Descriptions of Priority levels

Priorities	Critical (P1)	High (P2)	Medium (P3)	Low (P4)
<b>Description</b>	<ul style="list-style-type: none"> <li>• All carpark unable to process parking transactions</li> <li>• Business-critical systems or services completely unavailable</li> <li>• Significant financial impact or risk</li> </ul> <p>Examples: Payment gateway interruption, Tariffs unable to be applied</p>	<ul style="list-style-type: none"> <li>• Single carpark unable to process parking transactions</li> <li>• Service severely degraded across all carpark but not completely unavailable</li> <li>• Significant impact but with some workaround possible</li> <li>• Affects multiple users or a critical business function</li> <li>• Urgent request for Service change</li> </ul> <p>Examples: Reporting unavailable but parking services still functioning. Single carpark unable to process payments. Only NPR Camera at a car park not functioning</p>	<ul style="list-style-type: none"> <li>• Service severely degraded at a single carpark but not completely unavailable</li> <li>• Limited impact on business operations</li> <li>• Non-critical service affected</li> <li>• Workaround available at impacted carpark</li> <li>• Tariff change at a car park</li> </ul> <p>Example: Individual users unable to access systems. Single parking machine unavailable at a car park</p>	<ul style="list-style-type: none"> <li>• Minimal business impact</li> <li>• Service inconvenience for individual users</li> <li>• Standard service request</li> <li>• Non-urgent issues</li> <li>• Non-urgent request for information</li> </ul> <p>Example: Non-Urgent information request, signage replacement</p>

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Issues, Service Request and Query Service Levels (connected to clause 6.3 MSA)

Service Type	Service Type Description	Critical (P1) <sup>1</sup>	High (P2) <sup>1</sup>	Medium (P3) <sup>1</sup>	Low (P4) <sup>1</sup>
Issue Acknowledgement	Acknowledgement of an Issue/Query or service request raised either via email, call or supplier provided helpdesk/system/portal	9(2)(b)(ii)			
Issue Response	Response time for supplier to determine priority and respond to DOC with proposed Actions	9(2)(b)(ii)			
Issue Update	Frequency of proactive updates on progress of Issues/Query or service request and any issues preventing its resolution.	Daily at 9(2)(b) unless otherwise agreed or when there is a change in the status, or a dependency has been met, or a delay is incurred.	When there is a change in the status, or a dependency has been met, or a delay is incurred.	N/A	N/A
Issue Resolution	Expected Service request / Issue completion time from the point of being raised <b>if issue is system wide.</b>	9(2)(b)(ii)			
Issue Closure	Service request closure details provided in an email confirmation which includes all relevant information for that service activity including any additional charges incurred as part thereof.	Within 9(2)(b)(ii) from completion.  Details to be included in monthly service reporting	Within 9(2)(b)(ii) from completion.  Details to be included in monthly service reporting	Within 9(2)(b)(ii) from completion.  Details to be included in monthly service reporting	Within 9(2)(b)(ii) from completion.  Details to be included in monthly service reporting

<sup>1</sup> Refer to Table 4 for priority level definitions (P1-4)

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**Statement of Work - White Horse Hill Carpark Aoraki Mt Cook**

**Schedule 2 - Fees and pricing**

**1. Parking Tariffs and Breach Notices**

**1.1 Parking Tariffs**

The parking tariffs shall be set at the sole discretion of "THE BUYER" and may vary by site, time, or vehicle type. Tariffs may be updated by "THE BUYER" at any time with written notice to the Service Provider.

**1.2 Breach Notice Fee**

The Breach Notice Fee shall be jointly agreed between "THE BUYER" and Stellar and may be reviewed from time to time by mutual agreement, having regard to prevailing market rates for similar carparks.

**1.3 Default Breach Notice Fee**

Unless otherwise agreed in writing, the Breach Notice Fee shall remain at \$75.00, with an additional \$20.00 late payment fee applying where payment is not received within the 20 days.

**1.4 Revenue Allocation from Breach Notices**

Of each Breach Notice payment received:

- 9(2)(b)(ii)
- [Redacted]

**1.5 Waiver Rights**

"THE BUYER" reserves the right, at its sole discretion, to waive any Breach Notice.

**2. Service Fees**

**2.1 Monthly Service Fee**

9(2)(b)(ii)

**2.2 Payment and Reconciliation**

9(2)(b)(ii)

**2.3 Additional Monthly Direct Fees**

In addition to the Monthly Service Fee under clause 2.1 of this Schedule, "THE BUYER" shall reimburse the Service Provider for certain direct monthly costs, provided that:

- 9(2)(b)(ii)
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

Item / model / product	Quantity	Unit Price	Extended Price
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Kiosk data for one SIM - if additional SIM then double price	2	9(2)(b)(ii)	
One NZ data sims for camera routers	1		
<b>LPR Cameras</b>			
EziCom PinForce Remote LPR Module EziCom Camera Connection Camera System Secure Data			
LPR Entry/Exit cameras MONTHLY fees - fixed fee per camera	3		
<b>Parking machines</b>			
EziCom CMS System Secure Data Connection Credit Card Processing eReceipts	4		
<b>Total chargeable Monthly Fees (excluding GST)</b>			\$ 9(2)(b)(ii)
<b>Ezicom Transactions fees - per transaction</b>			9(2)(b)(ii)

On-site support	Unit of Measure	Fee Rate (exc GST)
Stellar: Stellar technician site attendance rates - includes vehicle charge - minimum 3 hours	9(2)(b)(ii)	9(2)(b)(ii)
Orikan: Orikan technician site attendance rates - includes vehicle charge - minimum 3 hours		
Travel and accommodation charged separately	Per night	

#### 2.4 Audit and Verification of Direct Costs

“THE BUYER” reserves the right to request evidence of any direct cost charged under clause 2.3 of this Schedule. The Service Provider must, upon request:

- Provide third-party invoices or other documentation substantiating the cost.
- Demonstrate that the cost increase is directly attributable to the services provided under this agreement.
- Cooperate with any audit or review conducted by “THE BUYER” or its nominated representative.

Failure to provide satisfactory evidence may result in the cost being disallowed or recovered.

### **3. Funds Collected on Behalf of “THE BUYER”**

#### **3.1 Trust Account**

All funds collected by the Service Provider on behalf of “THE BUYER”, including but not limited to Carpark Revenue and Breach Notice payments, shall be treated as **funds held on trust** for “THE BUYER”, pursuant to the principles of the New Zealand Public Finance Act 1989, notwithstanding that no formal trust structure or Trust Deed exists. This designation is intended to reflect the fiduciary nature of the arrangement and the obligation to safeguard “THE BUYER”’s entitlements.

#### **3.2 Account Structure and Management**

The Service Provider shall ensure that all such funds are deposited into a **separate bank account**, distinct from the Service Provider’s operating accounts. This account shall be used solely for the purpose of holding third-party funds on behalf of “THE BUYER” and shall not be used for the Service Provider’s own operational or financial activities.

#### **3.3 No Set-Off or Interest Benefit**

The Service Provider shall not offset any of its own costs, liabilities, or obligations against the funds held on behalf of “THE BUYER”. Furthermore, the Service Provider shall not derive any interest or financial benefit from the holding of these funds, unless expressly agreed in writing by “THE BUYER”.

#### **3.4 Banking Arrangements**

Service Provider shall consult directly with its banking provider to establish an account type that is suitable for holding third-party funds in accordance with the principles outlined in this Schedule. Service Provider shall provide “THE BUYER” with written confirmation of the account structure and its intended use.

### **4. Annual Pricing Review**

4.1 All fees and charges under this Agreement (other than Breach Notice Fees and Revenue Share under clauses 1 and 2) of this Schedule shall be subject to an annual review on the anniversary of the Contract Commencement Date.

4.2 Any adjustment to pricing shall be negotiated in good faith between the Parties, having regard to relevant market conditions and the Supplier’s actual cost drivers. The Supplier must provide reasonable evidence of increased costs directly attributable to the services provided under this Agreement. In the absence of such evidence, pricing shall remain unchanged.

4.3 If the parties are unable to agree on a revised price following the annual review, the matter shall be resolved in accordance with the dispute resolution process set out in section 11 of this Agreement. Until the dispute is resolved, the existing pricing shall remain in effect.

### **5. Reporting Rate Card**

The following rates apply to additional reporting or professional services requested by “THE BUYER” that fall outside the scope of the standard monthly and annual reporting included in the Monthly Service Fee (clause 2.1 of this Schedule). These rates are exclusive of GST and are subject to clause 2.4 of this Schedule (Audit and Verification of Direct Costs).

Role	Hourly Rate (excl. GST)
Technical Director	9(2)(b)(ii)
Business Analyst	
Account Manager	
Report Specialist	
Materials*	9(2)(b)(ii)

\*Materials refers to physical components or consumables required for maintenance or reporting deliverables. Labour must not be included under this heading. All materials must be supported by itemised documentation and are subject to "THE BUYER" approval and audit.

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