

**RULES FOR 148 QUAY STREET  
BODY CORPORATE 164980**

**1. Interpretation of terms, and rules binding on owners, occupiers, employees, agents, invitees, customers, licencees and tenants**

- 1.1. Terms defined in the Unit Titles Act 2010 (“Act”) have the same meaning in these rules as they have in the Act, unless the context otherwise requires.
- 1.2. These rules are binding on all owners and occupiers of units in the unit title development as well as the employees, agents, invitees, customers, licencees and tenants of all owners and occupiers of units in the unit title development.
- 1.3. “Owner” has the same meaning in these rules as it has in the Act, and for the purposes of these rules it also includes occupiers of a unit in the unit title development and the employees, agents, invitees, customers, licencees and tenants of all owners and occupiers of units in the unit title development, unless the context otherwise requires.

**2. Interference and obstruction of common property**

An Owner of a unit must not:

- 2.1. interfere with the reasonable use or enjoyment of the common property by other Owners;
- 2.2. obstruct any lawful use of the common property by other Owners; or
- 2.3. restrict any light or air in any unit or common property, or obstruct or cover any windows, sky lights, lights or other means of illumination of any unit or common property.

**3. Damage to common property**

An Owner of a unit must not:

- 3.1. damage or deface the common property; or
- 3.2. drive, operate or use, or permit to be driven, operated or used, any vehicle or machinery on the common property of a size and weight that is likely to cause damage to the common property and any such damage caused or contributed to shall be paid for by the Owner responsible.

**4. Use of facilities, assets and improvements within the common property**

- 4.1. An Owner of a unit must not use any facilities contained within the common property or any assets and improvements that form part of the common property for any use other than the use for which those facilities, assets or improvements were designed and constructed and must comply with any conditions of use for such facilities or assets or improvements set by the Body Corporate from time to time.

- 4.2 Any part of the common property that is used as an entrance or accessway to the unit title development and any easement area giving access to the unit title development shall not be used by any Owner for any other purpose than for entering or leaving the unit title development.

**5. Vehicle parking**

- 5.1 An Owner of a unit must not park a vehicle or permit a vehicle to be parked on any part of the common property unless the Body Corporate has designated it for vehicle parking or the Body Corporate has given prior written consent.
- 5.2 An Owner of a unit that is designated for use as a vehicle park must:
- 5.2.1 only use the vehicle park for the purpose of parking vehicles;
  - 5.2.2 ensure the vehicle park is kept tidy and free of litter;
  - 5.2.3 not use the vehicle park or permit it to be used for storage;
  - 5.2.4 ensure that any vehicle parked in the vehicle park is parked within the boundaries of the vehicle park; and
  - 5.2.5 must clearly mark any vehicle parks designated solely for use by employees or customers of the Owner.
- 5.3 The Body Corporate may remove a vehicle from the unit title development that the Body Corporate considers is parked in such a manner that is in breach of this rule 5, at the expense of the owner of the vehicle concerned, and the Body Corporate shall not be liable for any resulting damage, loss or costs.

**6. Aerials, satellite dishes and antennas**

An Owner of a unit must not erect, fix or place any aerial, satellite dish, antenna, airconditioning unit, heat pump or any other externally visible apparatus ("Appendage") or similar device on or to the exterior of a unit or on or to common property without the prior written consent of the Body Corporate. The consent of the Body Corporate may be withheld, varied or revoked if the rights of another Owner are adversely affected by the appendage.

**7. Signs, notices, advertising and promotion**

- 7.1 An Owner of a unit must not, without the prior written consent of the Body Corporate which shall not be arbitrarily or unreasonably withheld, erect, fix, place or paint any signs or notices of any kind on or to any part of the common property or on or to any external part of a unit.
- 7.2 An Owner of a unit must not display any temporary or mobile signage, including but not limited to sandwich boards and portable banners ("temporary signage"), at any time other than during the opening hours of the business operating from a unit, and must not display any temporary signage on the common property or any accessory unit without the prior written consent of the Body Corporate which shall not be arbitrarily or unreasonably withheld.
- 7.3 An Owner of a unit must display any goods or services on common property or any accessory unit or use the common property or any accessory unit for any business, promotional or commercial purpose without prior written consent of the Body Corporate which shall not be arbitrarily or unreasonably withheld.

7.4 Rules 7.2 and 7.3 do not apply to any unit used solely for residential purposes.

**8. Contractors**

An Owner of a unit who carries out any repair, maintenance, additions, alterations or other such work on a unit must ensure that any contractors or other such persons employed by the Owner cause minimum inconvenience to all other Owners and ensure that such work is carried out in a proper workmanlike manner.

**9. Rubbish and pest control**

9.1 An Owner of a unit:

9.1.1 must not leave rubbish, recycling material, trade refuse or waste, dirt or other material on the common property except in areas designated for rubbish collection by the Body Corporate, and where such material is left in a designated rubbish collection area it must not be left in such a way that interferes with the enjoyment of the common property by other Owners;

9.1.2 must dispose of rubbish and recycling material promptly, hygienically and tidily and ensure such disposal does not adversely affect the health, hygiene or comfort of other Owners;

9.1.3 must not burn any rubbish anywhere on the common property or in any unit; and

9.1.4 shall keep the unit free of any vermin, pests, rodents and insects.

**10. Cleaning and garden maintenance**

An Owner of a unit must ensure the unit is clean, neat and tidy and is regularly maintained.

**11. External Appearance, Maintenance**

11.1 An Owner of a unit must keep clean all glass contained in windows or doors of a unit, and replace any cracked or broken glass as soon as possible with glass of the same or better weight and quality.

11.2 An Owner of a unit must not:

11.2.1 make any alterations to the colour scheme or appearance of the exterior of the unit without the prior written consent of the Body Corporate;

11.2.2 pave, tile, enclose or glaze any part of a balcony or deck area without the prior written consent of the Body Corporate;

11.2.3 place on any balcony, deck or courtyard any rubbish or objects which may cause offence or any furniture or furnishings that may detract from the overall appearance and standing of the unit title development as may be reasonably determined by the Body Corporate;

11.2.4 erect external blinds or awnings, nor hang internal curtains or blinds, visible from outside the unit, unless the colour and design of those curtains or blinds is approved by the Body Corporate in writing. In giving such approval the Body Corporate shall ensure as far as practicable that the curtains or blinds used in all units present a uniform and orderly appearance when viewed from outside the units. The Owner must keep all blinds and curtains visible from the exterior of the unit in a good and clean condition and must replace or repair such blinds and curtains when the same reasonably requires replacement or repair;

11.2.5 cover or coat any window of a unit with aluminium foil or any other reflective material or hang any decorations of any type or nature on any windows visible from the exterior of the unit.

## 12. Use of water services

12.1 All things required for the provision of water supply, drainage, wastewater and sewage services to units or common property and all things attached to and used in relation to such services, including but not limited to pipes, drains, taps, faucets, toilets, baths, showers, sinks, sink incinerators and dishwashers, must only be used for the purpose for which they were designed and constructed. If any Owner causes or permits any damage, loss or costs to be incurred due to misuse or negligence that Owner shall pay for such damage, loss or costs.

12.2 An Owner of a unit shall not waste water unnecessarily and shall ensure that all taps in the unit are turned off after use.

## 13. Washing

An Owner of a unit:

13.1 shall not hang any clothes, washing, bedding, towels or other items outside or from a unit or outside or from any building contained within a unit or on or from any deck or balcony.

## 14. Security and ventilation equipment

14.1 An Owner of a unit shall comply at all times with the operating and maintenance instructions of any security, fire alarm, air conditioning or ventilation equipment in the unit.

14.2 Notwithstanding anything to the contrary in these Rules, the Owners for the time being of Units C, 11A to 11D (inclusive), 12, 13, 4G and FDU1 shall be solely responsible for the maintenance, repair and replacement of the airconditioning plant and equipment that serves those units and will at their cost obtain all necessary reports as may be required in relation to that airconditioning plant and equipment as required by the Body Corporate for completing a warrant of fitness for the Building.

15. **Floor Coverings/Fitout Acoustic Requirements**

- 15.1 An Owner of a unit must ensure that all floor space in a unit is covered or otherwise treated to an extent sufficient to prevent noise transmission from the unit that is likely to disturb the quiet enjoyment that could reasonably be expected by the Owner of another unit. Any fitout of a unit is subject to the following requirements.
- 15.2 Any Owner or person acting through any Owner wishing to carry out fit out work is required to strictly comply with these fit out procedures and without derogating any other rule or requirement in relation to any such work.
- 15.3 These fit out procedures establish minimum guidelines for compliance with the Body Corporate's acoustic requirements and for the maintenance of the comfort and safety of owners and occupiers of units. The Body Corporate or its committee where appropriate may impose additional procedures or requirements from time to time.
- 15.4 "Fit out" includes any alteration, addition or maintenance to any unit or any structure within or touching upon any unit including the installation of any structure within any unit.
- 15.5 Prior to commencing any fit out work or work preparatory thereto the Body Corporate shall be provided with a full copy of the proposed fit out plans and specifications at least two weeks prior to the next scheduled Body Corporate meeting. The Body Corporate shall as soon as reasonably possible provide a written response to the party seeking consent. In the event that the Body Corporate disapproves of the plans and specifications, it shall give reasons for such disapproval and may invite the submission of amended fit out plans/specifications.
- 15.6 Notwithstanding the clause 15.5, should the proposed fit out be of a nature that time constraints, complexity or other reasonable factor are beyond the scope of the Body Corporate then the Body Corporate may hire an independent consultant at the relevant Owner's expense for the complete fit out or part thereof provided that prior to engaging such consultant that owner has consented to that engagement which will act as a pre-condition to the furthering of the consent process and without which consent that process shall be at an end.
- 15.7 One complete set of plans and specifications that have Body Corporate approval (where given) and Auckland City Consent (where applicable) shall remain the property of the Body Corporate.
- 15.8 The Body Corporate shall not approve any fit out plans and specifications which are contrary to any Body Corporate rule or the reasonable intent of these rules.
- 15.9 No part of the fit out work shall commence until:
- 15.9.1 The Body Corporate has approved in writing the proposed fit out plans and specifications.

- 15.9.2 A copy of the approved Building Consent, where applicable, issued by Auckland City has been lodged with the Body Corporate Secretary and receipt has been acknowledged in writing.
- 15.9.3 A Builders Risk Insurance Policy for the full value of the fit out work, together with Public Liability Insurance of not less than 1 million in respect of any single event has been lodged with the Body Corporate Secretary and receipt has been acknowledged in writing. The Body Corporate shall be noted as “joint insured” on any insurance policy and as an interested party.
- 15.9.4 The Body Corporate has received a reasonable bond to be set by the Body Corporate or its Committee. The Body Corporate in determining the bond amount will take into consideration the extent and nature of the work proposed and set the bond amount accordingly. Any deposit interest accumulated will remain the property of the Owner.
- 15.9.5 The Owner or his agent, together with the contracted builder has met with the Body Corporate Committee, or the Committee’s agent, to discuss acoustic specifications specific to this building. Should the Body Corporate deem the fit out in need of specialist acoustic requirements, then a written report with recommendations and requirements from an acoustic consultant and specialist, as approved by the Body Corporate, shall be produced and the work when proceeding shall comply with any requirement resulting from that recommendation or other requirement relating to acoustic specifications laid down by the Body Corporate. The cost of such report and any work arising out of it shall be borne by the Owner.
- 15.9.6 The Owner has nominated one person to liaise with the Body Corporate. This person shall be responsible for all trades and sub trades employed during the fit out.
- 15.9.7 The Body Corporate is satisfied that the acoustic requirements and guidelines for fitouts of units, as contained in the Building Specification for Acoustic Separation of Apartments 148 Quay Street, attached hereto, have been and will continue to be complied with.
- 15.9.8 The Body Corporate is satisfied that any work relating to windows complies with the Window Replacement And/Or Renovations 148 Quay Street requirements, attached hereto, which clarifies the acceptable configuration of exterior windows in the building.
- 15.10 All fit out procedures and any requirements resulting therefrom or relating thereto shall be strictly complied with at all times. Any breach of those procedures or requirements may result in the Body Corporate at its discretion calling upon the bond to meet the cost of rectifying any breach and to pay any penalty reasonably imposed by the Body Corporate or Committee for that breach described in the succeeding sub-clause.
- 15.11 The bond deposited with the Body Corporate Secretary must be topped up after being called upon, so that the bond is always maintained at the original level set by the Body Corporate. Failure to do so may result in approval being withdrawn and trade access denied.

15.12 The following specific fit out procedures must be observed without exception:

- 15.12.1 Any additional entry security cards must be obtained upon payment of the appropriate fee, and must be programmed in the name of the contractor using them. All cards must be returned for cancellation on completion of the fit out.
- 15.12.2 The hours during which the fit out work can be carried out are: Monday to Friday 8am to 5pm provided that all work generating noise discernable from any other unit or common property, for example but without limitation hammering, nailing or drilling shall be restricted to hours 8:00am to 4:30pm. No work whatsoever is permitted on weekends, public holidays and any other days reasonably designated by the Body Corporate from time to time. All contractors must leave the building by 5pm or in accordance with the requirements and instructions put in place by the Body Corporate.
- 15.12.3 The Owner shall be strictly responsible for the work complying with all bylaws, Acts, regulations or other local or other authority requirements associated with the nature of the fit out and any other work or use of any unit to be carried out in accordance with it.
- 15.12.4 Trade access to the building shall be strictly limited to the entrance located in Tyler Street unless otherwise approved by the Building Supervisor.
- 15.12.5 In instances where access to the building is required other than via Tyler Street, the Building Supervisor must be consulted. This should be done at least two days prior. Approval must be obtained prior to using any alternative access, and must be repeated each time alternative access is required.
- 15.12.6 No vehicle is to use the loading dock without the prior approval of the Body Corporate. Whilst loading/unloading a notice is to be placed in the window of the vehicle indicating work area, Unit number, name of Contractor, and Mobile phone number. On no account is the loading dock to be used as a parking space.
- 15.12.7 The transportation of personnel, builder's equipment and materials must be via the service lift from the cart dock in Tyler St (known as lift number 4). Under no circumstances is any equipment or materials to be brought into the building through the front door on Quay St or the side door on Commerce St. Protection curtains and flooring will be fitted in lift number 4 by the Building Supervisor upon request. No goods or equipment are to be carried in lifts 1, 2 or 3. Any additional protection of lift number 4 and common area floors will be at the Owner's expense. Foyers must not be used as interim storage areas, nor are building works to be carried out therein or thereon. Lift doors must not be obstructed or prevented from closing at any time. Any damage to any common property or building service will be charged to the Owner and may be taken from the bond held described in these rules.
- 15.12.8 Doors to Units must be kept closed to reduce noise and to contain dust and fumes. Owners and their agents or contractors are deemed

to be aware that excessive dust may activate the fire alarm system, resulting in a NZ Fire Service call-out fee, payable by the Owner which fee may be taken from the bond held described in these rules.

- 15.12.9 All non-bathroom and non-toilet air extractors must be of the “recirculating air” type. Under no circumstances are these systems to be connected either directly or indirectly to the “negative air extraction system” of the building.
- 15.12.10 Bathroom and toilet air extraction is to be connected to the “negative air extraction system” of the building. Under no circumstances are these systems to have mechanical means for forced air extraction connected to them.
- 15.12.11 The Body Corporate and or its agent may inspect work in progress at any time for the purpose of ensuring all plans and obligations are being adhered to.
- 15.12.12 The Supermarket trolleys owned by the Body Corporate are not to be used for the cartage of any building materials or equipment.
- 15.13 All connections, “hook ups”, and alterations of any buildings services must be co-ordinated through the Body Corporate.
- 15.14 Contractors that have been approved by the Body Corporate must be used for the installation, alteration and maintenance of the relevant building services. These services include but are not limited to: Air Extraction, Intercom, Fire Protection and Fire Alarms systems, Television and Gas. A list of such approved contractors can be obtained from the Body Corporate.
- 15.15 All electrical, plumbing and gas work must be carried out by registered tradesmen. Registered tradesmen must have a current practising certificate, of which copies must be deposited with the Body Corporate before approval to commence work will be given.

## 16 **Noise, behaviour and conduct**

An Owner of a unit shall not make or permit any noise or carry out or permit any conduct or behaviour, in any unit or on the common property, which is likely to interfere with the use and enjoyment of the unit title development by other owners.

## 17 **Pets**

- 17.1 An Owner of a unit must not, without the prior written consent of the Body Corporate, bring or keep any animal or pet in any unit or the common property, unless the animal or pet is a fish or small bird in which case it is permitted and no Body Corporate consent is required. Consent of the Body Corporate shall not be unreasonably or arbitrarily withheld and may be revoked upon written notice if the rights or interests of any other Owner are adversely affected by any animal or pet, including a fish or small bird permitted under this rule.
- 17.2 Notwithstanding rule 17.1 any Owner of a unit who relies on a guide, hearing or assistance dog may bring or keep such a dog in a unit, and may bring such a dog onto the common property.



- 17.3 An Owner of any animal or pet permitted under rule 17.1 or any dog permitted under rule 17.2 must ensure that any part of a unit or the common property that is soiled or damaged by the animal, pet or dog must promptly be cleaned or repaired at the cost of the Owner.

## 18 Security

An Owner of a unit must:

- 18.1 keep the unit locked and all doors and windows closed and securely fastened at all times when the unit is not occupied, and do all things reasonably necessary to protect the unit from fire, theft or damage;
- 18.2 take all reasonable steps to ensure any electronic security cards, security keys or security codes to a unit or common property are not lost, destroyed or stolen or given to anyone other than a registered owner, occupier or tenant of the unit to which the security card, security key or security code relates;
- 18.3 not duplicate or permit to be duplicated any electronic security cards, security keys or security codes to a unit or common property; and
- 18.4 notify the Body Corporate as soon as reasonably practicable if rules 18.1.2 and 18.1.3 are breached.

## 19 Moving and installing heavy objects

An Owner of a unit must not, without the prior written consent of the Body Corporate, bring onto or through the common property or any unit, or erect, fix, place or install in any unit, any object of such weight, size, nature or description that could cause any damage, weakness, movement or structural defect to any unit or common property, and any such damage caused or contributed to shall be paid for by the Owner responsible.

## 20 Lifts

An Owner of a unit must comply at all times with any notice or instruction displayed in any lift in the unit title development. If any lift in the unit title development, other than a goods lift, is to be used for carrying anything other than passengers, lift protection equipment supplied by the Body Corporate must be used.

## 21 Delivery Areas

- 21.1 Any part of common property designated by the Body Corporate as an area for the receipt, delivery or other movement of goods, supplies, produce, merchandise, freight, or other articles, including but not limited to a loading dock or lift designed for goods only, (together called "delivery area"), must only be used:
- 21.1.1 by Owners of units or anyone permitted by an Owner;
  - 21.1.2 for the purpose for which it was designed and constructed; and
  - 21.1.3 during certain hours set by the Body Corporate from time to time.
- 21.2 Any delivery area in a unit must only be used by the Owner of the unit or anyone permitted by the Owner, and must only be used for the purpose for which it was designed and constructed.

- 21.3 An Owner of a unit that contains a delivery area must not move any goods, supplies, produce, merchandise, freight, or other articles in or out of the unit except through the delivery area.

## **22 Hazards, insurance and fire safety**

- 22.1 An Owner of a unit must not bring onto, use, store, or do, in a unit or any part of the common property anything that:
- 22.1.1 increases or might increase the premium on or is in breach of any Body Corporate insurance policy for the unit title development; or
  - 22.1.2 is in breach of any enactment or rule of law relating to fire, insurance, hazardous substances or dangerous goods, or any requirements of any Territorial Authority; or
  - 22.1.3 creates a hazard of any kind; or
  - 22.1.4 affects the operation of fire safety devices and equipment or reduces the level of fire safety in the unit title development.

## **23 Emergency evacuation drills and procedures**

An Owner of a unit must co-operate with the Body Corporate during any emergency evacuation drills and must observe and comply with all emergency evacuation procedures.

## **24 Notice of damage, defects, accidents or injury**

Upon becoming aware of any damage or defect in any part of the unit title development including its services, or any accident or injury to any person in the unit title development, an Owner of a unit must immediately notify the Body Corporate. Any cost to repair any such damage or defect shall be paid by the Owner that caused or permitted the damage or defect.

## **25 Compliance with Sale of Liquor Act and other statutes**

Where a business operating from a unit is subject to the Sale of Liquor Act 1989 or any other statute, regulation or enactment to which the business is subject (together called "statute") the unit Owner must ensure that the requirements of the statute are complied with at all times and must take all reasonable steps to ensure that the business operation does not interfere with the use and enjoyment of the unit title development by other Owners.

## **26 Leasing a unit**

- 26.1 An Owner of a unit:
- 26.1.1 must provide a full copy of these rules and a full copy of all future amendments to these rules to any tenant or occupier of the unit;
  - 26.1.2 must provide the Body Corporate with written notice of the full name, landline phone number and cellphone number for the Owner and for all tenants or occupants of the unit;

- 26.1.3 must inform any tenant or occupier of the unit that the mode of service under the Act is by e-mail, and the Owner must provide the Body Corporate with written notice of the e-mail address for service for the tenants or occupiers of the unit and the e-mail address for service for the Owner; and
- 26.1.4 promptly notify the Body Corporate in writing of any changes to the details in rules 26.1.2 and 26.1.3.



**HEGLEY ACOUSTIC  
CONSULTANTS**

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**BUILDING SPECIFICATION FOR  
ACOUSTIC SEPARATION OF APARTMENTS  
148 QUAY STREET, AUCKLAND**

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**1. INTRODUCTION**

This specification has been prepared for the existing building at 148 Quay Street and details construction methods that will provide an appropriate level of acoustic separation between the residential apartments and adjacent apartments, common areas and commercial or retail occupancies. It applies to all new fitout work and to any retrospective work that may be undertaken within the building.

**2. PERFORMANCE SPECIFICATION**

This section identifies the minimum requirements that apply to all levels of 148 Quay St. These specifications are based on the current statutory requirements, and should any statutory regulating body alter their statutory requirements before this specification is up-dated, then the "higher" of the two shall apply. It is the responsibility of the unit owner/designer to ascertain if such changes have been made.

At the time of writing or last update, this specification has included (in bold type) the current industry's approved products. Should any product sought to be used that is not in this specification, it shall be the unit owner/designer(s) responsibility and cost to have such product(s) approved. Such approval may be obtained from a suitably qualified acoustic engineer.

## 2.1 The Building Code

Section G6 of the Building Code provides criteria for the control of noise and is shown below:

Building elements, which are common between occupancies, shall be constructed to prevent undue noise transmission from other occupancies or common spaces, to the habitable spaces of household units.

The Sound Transmission Class (STC) of walls, floors and ceilings, shall be no less than 55.

The Impact Insulation Class (IIC) of floors shall be no less than 55.

For both STC and IIC ratings, the Building Code requires that field tests shall be within 5 points of the performance requirement.

The above criteria are the minimum requirements of the Building Code and the methods of construction set out in this specification will achieve these requirements. The STC 55 test criterion for sound rated walls shall not apply to sound rated walls that include an entry door, however these walls shall be built as described in section 3.1 of this specification.

## 2.2 Auckland City Council Proposed District Plan

Rule 7.6.3 of the Auckland City Proposed District Plan - Central Area Section also provides criteria for the control of noise between different occupancies. This rule is likely to apply to any non residential activities conducted in the building, such as ground level commercial shops. The Rule is relevant to the building as the Building Code does not provide an actual noise level to be complied with internally, only a performance rating of the floor or wall in question. To be effective, any commercial or retail activities within the building should be informed of their requirement to meet this Rule.

The relevant part of Rule 7.6.3 is shown below:

- b) In situations where common building elements such as floors or walls are shared by two units of different ownership, the noise arising from an activity measured within an adjacent unit (except a unit in a Residential or Tertiary Education Precinct - see 14.1.8 and

14.12.7) which is under different ownership from the noise source shall not exceed the following levels:

7:00am to 11:00pm	L <sub>10</sub> 55dBA
11:00pm to 7:00am	L <sub>10</sub> 50dBA
	L <sub>10</sub> 60dBA @63Hz
	L <sub>10</sub> 55dBA @125Hz
	L <sub>max</sub> 65dBA

Noise measurements shall be taken in the affected adjacent unit with all windows, doors and other openings likely to affect the noise measurements in the adjacent unit shut.

### 3. CONSTRUCTION METHODS AND DETAILS

#### 3.1 SOUND RATED WALLS

This specification covers the construction of timber or metal framed sound rated walls; walls constructed of concrete or masonry are not permitted. Figure 1 provides a detail of the sound rated wall construction.

##### 3.1.1 Definition

Walls that require sound rating are inter-tenancy walls between separate units and walls that separate an individual unit from an adjacent common area, such as a corridor, stair or lift well or from a commercial or retail area. The construction of these sound rated walls is discussed in the remainder of section 3.1. All walls inside of the apartments are not considered as sound rated and the following does therefore not apply.

##### 3.1.2 Wall Studs

Walls shall be constructed from double studs where the studs on either side of the wall are separated by a minimum of 25mm and an over all wall cavity of not less than 160mm. The 25mm gap between the studs is important to the wall's performance and must not be bridged. The studs shall be of either metal or timber.

### **3.1.3 Wall Lining**

Sound rated walls shall be lined on either side with a minimum of 2 x 13mm **gibraltar board**. Any of the four layers of **gibraltar board** could be substituted for a similar thickness of either **Fyreline, Aqualine or Ultraline** on a one for one basis if required.

### **3.1.4 Cavity Absorption**

All sound rated walls will require 75mm thermal grade fibreglass blanket or **95mm Autex GreenStuf** in the cavity to achieve the required rating.

### **3.1.5 Top and Bottom Plate Details**

The sound rated walls must extend between and be sealed to (in accordance with section 3.1.9) the concrete floors above and below the wall and must not stop at any false or suspended ceiling height. In the case of the top floor, the inter-tenancy walls must go up to, and be well sealed against the underside of the roof cladding to control noise flanking over the top of the wall. Where metal framing is to be used, timber top and bottom plates shall initially be fixed to the concrete structure, where-upon the metal plates can be fixed. As with the remainder of the wall construction, the adjacent timber plates shall be spaced 25mm apart. Refer Fig. 1.

### **3.1.6 Sound Rated Wall Connection to Building Structure**

Where a sound rated wall abuts the concrete structure of the building, either at the exterior façade or at an internal concrete wall or column, solid timber studs shall be fixed to the concrete structure to provide a suitable connection detail for the sound rated wall. See Figure 2. The joint must be sealed in accordance with section 3.1.9. If there are any plenums or bulkheads in the external wall, the sound rated wall must pass through these and frame onto the concrete structure.

Where a sound rated wall lands on an exterior window mullion, the joint between the wall and the mullion shall be constructed as shown on Figure 3. Under no circumstances shall a sound rated wall abut to window glazing.

### **3.1.7 Sound Rated Wall Intersection**

Where a sound rated wall does not terminate by fixing to the concrete structure of the building (section 3.1.6), it must frame into a second sound rated wall. Where such an intersection occurs, it is important that the 25mm separation between the studs of each wall is maintained and that neither wall bridges the 25mm gap between the studs of the other wall.

The 2 x 13mm **gibraltar board** (or one of the approved substitutions) must be continuous over the entire joint to maintain the performance of the walls. Figure 4 provides a suitable detail for the intersection between two sound rated walls.

### **3.1.8 Non-Sound Rated Wall Intersection**

Where internal apartment walls frame into sound rated walls, methods of fixing the apartment walls to the sound rated wall must not connect the two sides of the double stud sound rated wall together. Figure 5 provides a suitable detail.

### **3.1.9 Perimeter Sealant**

The lining on either side of a sound rated wall shall be sealed about its perimeter to the building structure; this includes the concrete floor above and below the wall and the structure at either end of the wall. A bead of sealant shall be placed around the perimeter of the inner wall lining and the outer wall lining shall be bedded into the bead. Suitable sealants include:

- **Gib Soundseal;**
- **Fosroc Flamex 1 and**
- **Hilti CP06 Flexible Sealant.**



### **3.1.10 General Construction**

All gibraltar board walls shall be constructed in accordance with the requirements of the gibraltar board manual '**Gib Noise Control Systems**'.

### **3.1.11 Wall Penetrations and Services**

No services shall be fixed to, or within, sound rated walls. This includes either face fixing or recessing the services.

### **3.1.12 Fixtures, Cupboards and Internal Shelving**

No fixtures, cupboards, shelving or the likes of shall be fixed to inter-tenancy walls. If fixtures, cupboards or shelving is required to be in the same plane as the inter-tenancy wall, then an isolated false wall shall be constructed inside of the inter-tenancy wall to provide a structure to fix to. Figure 6 provides a suitable detail for the construction of the isolated false wall.

### **3.1.13 Amplified Equipment**

No amplified equipment shall be fixed to inter-tenancy walls.

### **3.1.14 Entry Doors**

Entry doors to individual apartments/units shall meet all relevant Statutory and Body Corporate requirements, close onto fire rated seals at the head and jambs and with a drop seal at the foot. There are several different types of drop seal, but two examples are the **Raven RP8 or RP38 seals**. All entrance doors shall have a return mechanism to control any undue banging from closing doors.

## **3.2 SOUND RATED FLOORS**

### **3.2.1 Definition**

Sound rated floors include all floors either above or below an apartment and/or unit. The reader's attention is drawn to the criteria for sound rated floors identified in section 2 of this report.

### 3.2.2 Existing Construction

The existing concrete floor structure is to remain.

### 3.2.3 Raised Floors

Penetrations for services are not permitted in the existing concrete floors (section 4.3). Areas such as bathrooms and kitchens may require a section of raised floor to accommodate the services. Such raised floors shall be built from 20mm flooring grade particle board on suitable floor joists that are supported above the floor to leave a minimum of a 25mm gap between the underside of the joist and the surface of the concrete. The joists may be supported about the perimeter of the floor by a structure that can be fixed to the concrete floor. This perimeter structure shall be a minimum of 15mm clear of the sound rated wall. Absorption material of 75mm thermal grade fibreglass blanket or **95mm Autex GreenStuf** shall be placed in the resulting cavity. This detail is shown on Figure 7.

Any floor surface (for example tiles) that is laid over the particle board shall be treated with an appropriate underlay to control impact noise as discussed below in section 3.2.5.

### 3.2.4 Ceilings

Ceilings are recommended, but based on the existing concrete being a minimum of 150mm thick, ceilings are not necessary to satisfy the Building Code. If installed, a minimum of a 10mm **gibraltar board** could be suspended from the concrete structure above by either wire hangers or a Rondo Clip and Batten system. Absorption materials of 75mm thermal grade fibreglass blanket or **95mm Autex GreenStuf** should be placed in the cavity.

Penetrations in ceilings, such as for down lights, will potentially reduce the sound reduction performance of the ceiling structure and should be kept to a minimum. Surface mounted lighting is preferable.

### **3.2.5 Impact Noise**

Impact noise from footfall on a floor can result in annoyance to occupants in apartments adjacent to, below and diagonally below the source of the noise. Typically, the IIC criterion applies to bathrooms, kitchens, tiled common areas such as corridors and stairs and all decks. Impact noise is quantified using the Impact Insulation Class (IIC) rating with the primary method of controlling impact noise being through the use of suitable floor surfaces. Each different type of floor surface is discussed below.

#### **3.2.5.1 Carpet Surfaces**

Carpets shall be of good quality and have a commercial quality rubber or foam underlay.

#### **3.2.5.2 Vinyl Surfaces**

Speciality vinyl surfaces with a proprietary underlay shall be used. Suitable products include:

- **2mm Tarket Multisurface 76383 on Halstead acoustic underlay, available from Hills Flooring;**
- **Polytread Acoustic Range.**

#### **3.2.5.3 Timber Veneer Surfaces**

Timber veneer floors shall be laid with a proprietary foam underlay to isolate the veneer from the structure. Because the proprietary underlay can vary, the supplier shall supply at least one test result for a similar type of construction demonstrating compliance with the minimum IIC 50 field test requirement of the Building Code. The testing shall be in accordance with section 5 of this report.

#### **3.2.5.4 Tiled Surfaces**

Tiled surfaces shall have an acoustic underlay to provide vibration isolation between the hard surface and the floor structure. The following four products will be suitable for use below tiles and have been listed alphabetically. In each

case, the specific manufacturer provides a detailed installation specification that must be complied with.

- **Asaphonic or Impactamat** (ASA, phone 526 9260);
- **Isofonic** (Construction Trade Supplies, ph 07 574 0459);
- **Mapefonic System** (Mapei NZ, ph 580 1994);
- **Sound Barrier** (Winstone Wallboards 633 1000).

#### **3.2.5.5 General**

The purpose of the acoustic underlay, whether it be used for tiles, vinyl or timber, is to effectively float the floor surface free of the structure and it is therefore important that the surface is not connected rigidly to the structure. Where the floor surface meets items such as walls and kick boards of kitchen units, which are fixed rigidly to the floor, it is important that the surface does not touch the wall (including skirting boards, see Figure 8) or the kick boards. This required gap shall be finished off in accordance with the manufacturer's recommendations.

#### **3.2.5.6 Bare Concrete Surfaces**

Bare concrete floors shall not be used.

### **4. SERVICES**

#### **4.1 Definition**

Services shall include all plumbing, electrical, mechanical and data communications intended to serve the occupants of the building.

#### **4.2 Inter-tenancy/Sound Rated Walls**

The Services of any residential, commercial or retail units shall not be fixed to any sound rated wall.

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#### **4.3 Inter-tenancy Floors**

Other than specifically provided riser ducts, no Services shall penetrate sound rated floors. Plumbing for areas such as bathrooms and kitchens shall be located in specifically built raised floor sections, as discussed in 3.2.3.

The exception is the floor above the car park where Services may, but only with Body Corporate approval, penetrate the concrete floor structure. If such penetrations are necessary, they shall be kept to a minimum size to control noise passing through the gap between the edge of the slab and the pipe. Any disused penetrations shall be grouted up with approved material over its full depth.

#### **4.4 Riser Ducts**

All riser ducts built to facilitate common services shall be framed with steel or timber studs and lined externally with 2 x 13mm **Fyreline** that will extend between, and be sealed to, the concrete floors of the building. The inside of the riser duct shall be lined with 75mm of thermal grade fibreglass blanket.

#### **4.5 Water Supply Pipes**

For the control of noise, it is recommended that all water supply pipes be poly-butylene. If copper piping is selected, a 1200mm length of poly-butylene pipe shall be used to connect all fixtures, such as tap wingbacks, to the copper piping.

#### **4.6 Plumbing Fixtures**

Plumbing fixtures including taps, shower mixers and toilets etc shall not be fixed to inter-tenancy or sound rated walls. Such fixtures shall be located on internal walls or on a section of a specifically built false wall clear of/adjacent to any inter-tenancy or sound rated wall.

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#### **4.6.1 Spa Baths**

Spa bath motors must be isolated from the building structure with resilient mounts, and any pipe that connects the pump to the bath shall have a flexible break. Where the motor is fixed to the spa bath itself, the motor and all pipe-work shall be isolated from the bath, or the bath and all pipe-work isolated from the building structure, including all walls and the floor.

#### **4.7 Vibration Isolation**

Where water supply, waste water, and rain water piping requires fixing to the structure, all fixtures shall be vibration isolated from the structure using proprietary rubber clips. Where water supply pipes pass through studs or floor joists, the hole in the stud or joist shall be oversized with the pipes supported in the centre of the hole by lagging the pipe with either foam rubber or fibreglass. Alternatively, Du Pont **Ezifix** fasteners available from Ezifix NZ Ltd (Ph (09) 298-0750) may be used.

### **5. CONSTRUCTION MONITORING**

When new sound rated walls and floors are constructed, they must be inspected during construction to confirm that they are being built in accordance with this specification. An independent person suitably qualified in acoustics shall undertake the inspections.

#### **5.1 TESTING**

To confirm the acoustic performance of newly constructed or retrofitted sound rated walls and floors, field testing shall be undertaken. The only exception to field testing is sound rated walls that include entrance doors. These walls do not require testing, but must be constructed in accordance with section 3.1.

##### **5.1.1 Performance Criteria**

When field tested, the sound rated elements of the building shall achieve the minimum results as shown in the following Table 1:

Element Tested	Minimum Test Result
Sound rated walls <sup>1</sup>	STC 55
Sound rated floors	STC 50
	IIC 50

<sup>1</sup> see 5.1

**Table 1. Test Criteria for Sound Rated Elements.**

### 5.1.2 Test Procedure

The test procedure shall be in accordance with the requirements of Section G6 of the Building Code. All tests shall be undertaken by a person recognised as qualified in acoustics and competent to undertake such tests.

### 5.1.3 Number of Tests Required

Where a single wall is to be built, or a single floor is to be resurfaced, that wall or floor shall be tested. Where multiple walls or floors are to be built such as in the case of an entire floor of the building being refitted, a representative number of tests of each wall and floor type shall be undertaken. A representative number shall be determined in accordance with the qualified person undertaking the testing, but as a guide, it is typical to test between 5 - 10% of the walls and floors.

Rhys Hegley  
March 2004

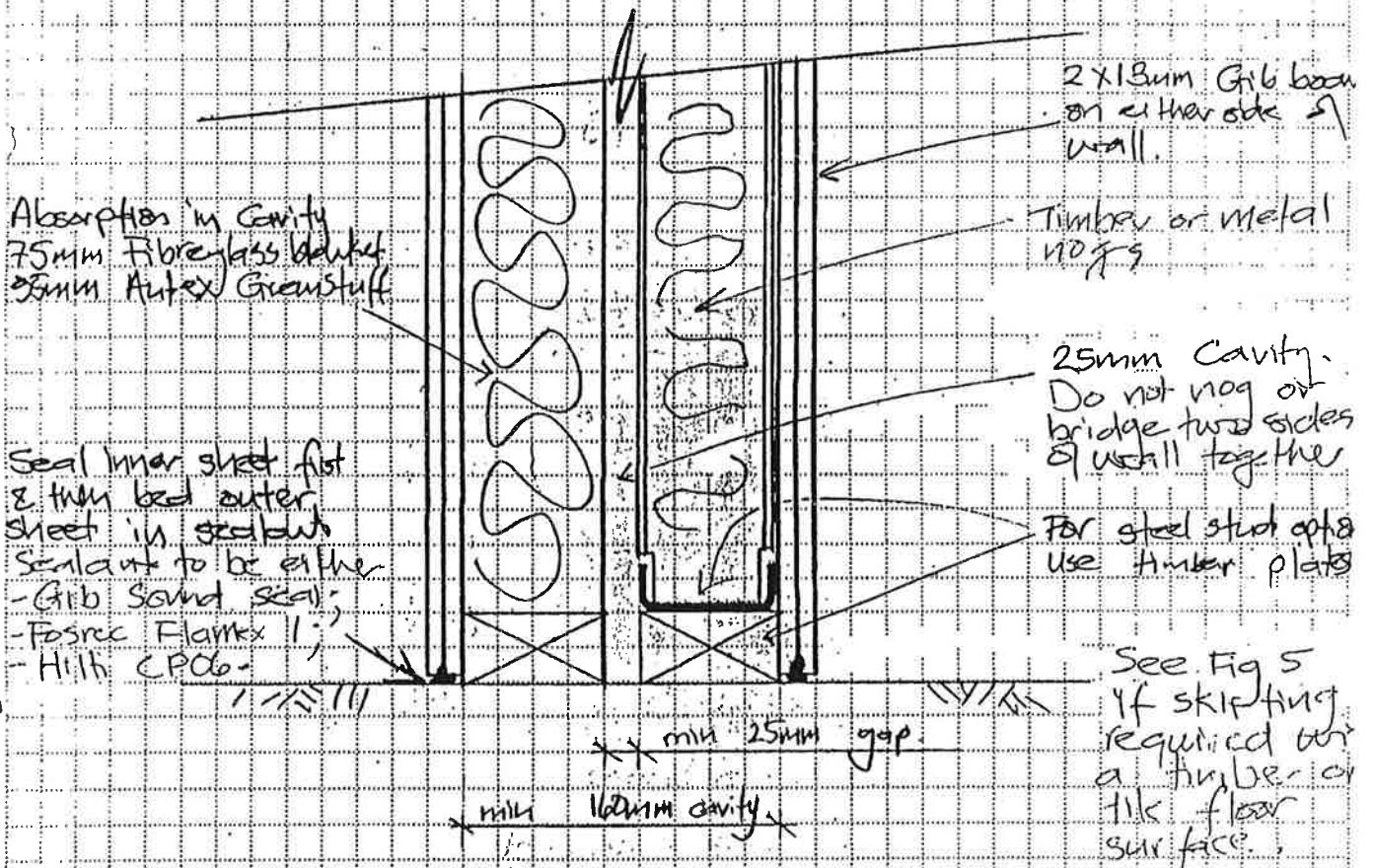


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Section Through  
Sound Rated Wall

Figure 1



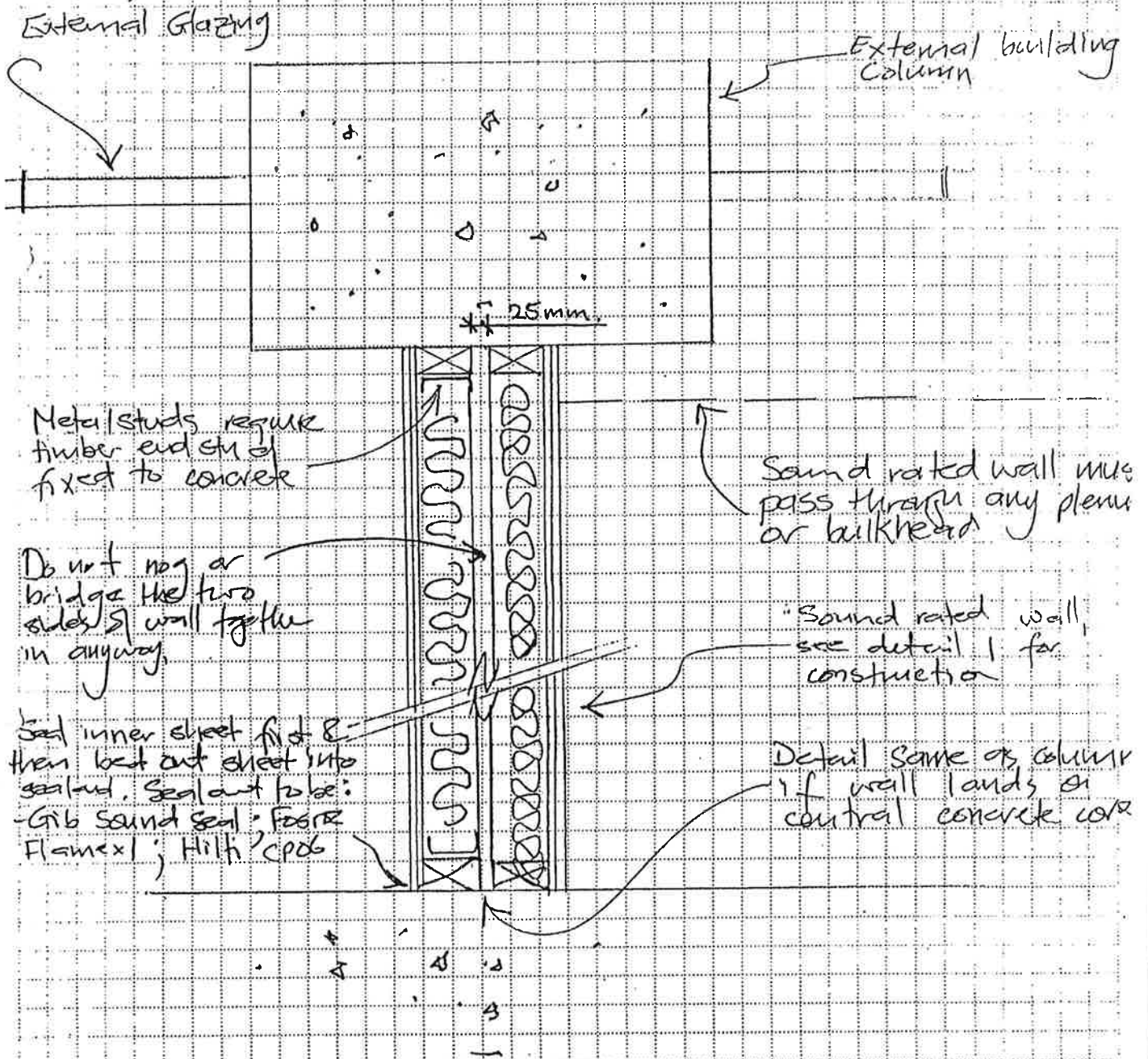


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JOB NO: 6735

DATE: 4 March 2004  
20 April



Plan Detail of Sound Rated Wall  
Connection to Concrete Structure  
When Wall is Concentric with Column Figure 2.

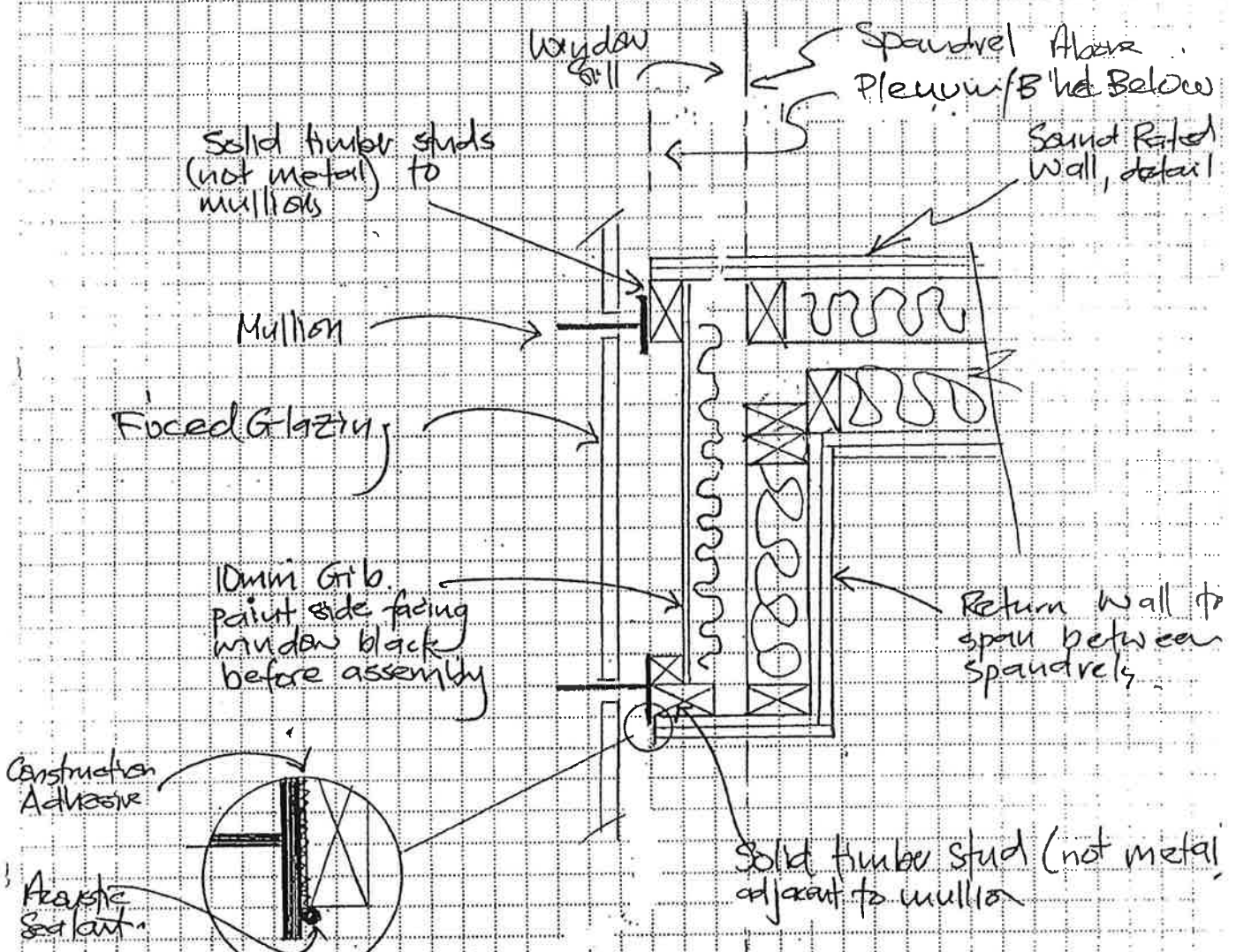


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DATE: 16 March 2007  
20 April '11



Timber frame located to mullion with construction adhesive and not mechanical fasteners. Joint finished off with acoustic sealant (Gib Sound Seal; Fibre Flexmax 1; Hilti CP05)

Plan Detail of Sound Rated Wall Intersection  
With External Glazing

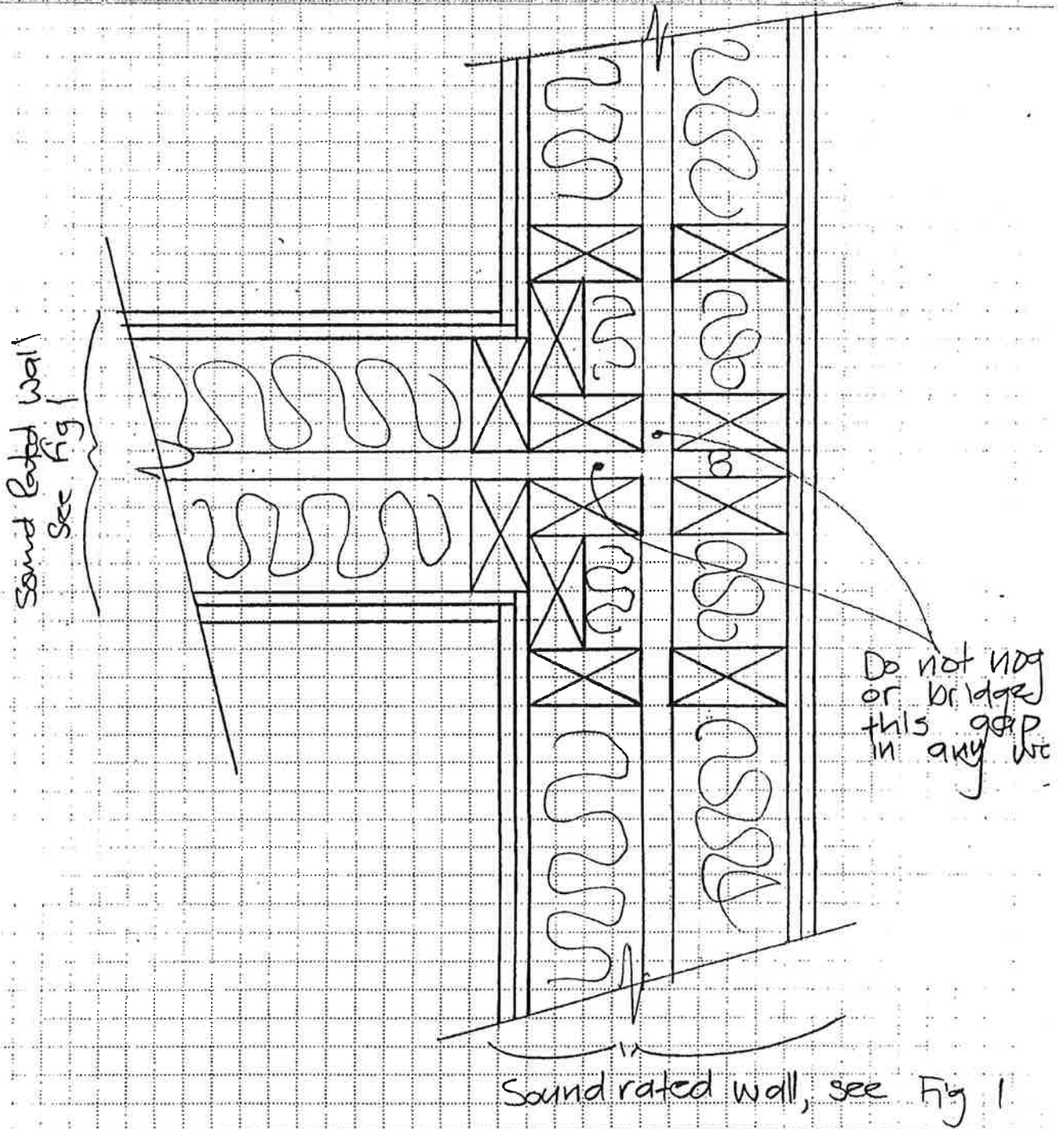
Detail 3



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Plan view of Sound Rated Wall Intersection



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JOB NO: 6735

DATE: 4 March 2004  
20 April

Sound Rated Wall

Internal, non sound rated  
wall

The internal wall can be either  
mechanically and/or glue fixed  
to sound rated wall. However,  
any mechanical fixings must not  
connect the two sides of the  
sound rated wall.

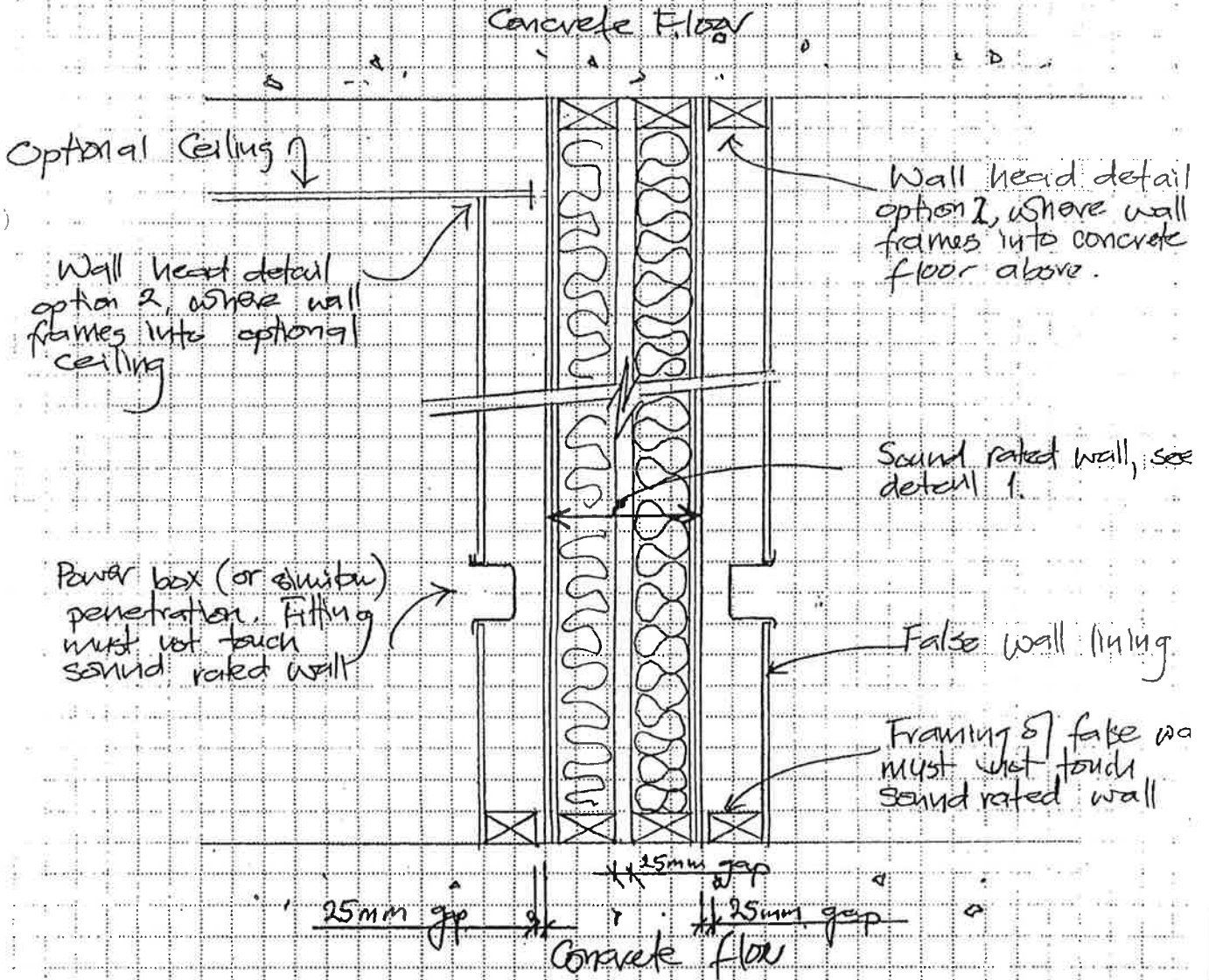
Sound Rated Wall Intersection  
With a Non-Sound Rated Wall



HEGLEY ACOUSTIC  
CONSULTANTS

PROJECT: 148 Quay Street.  
JOB NO: 6735

DATE: 16 March 2004  
20 April "



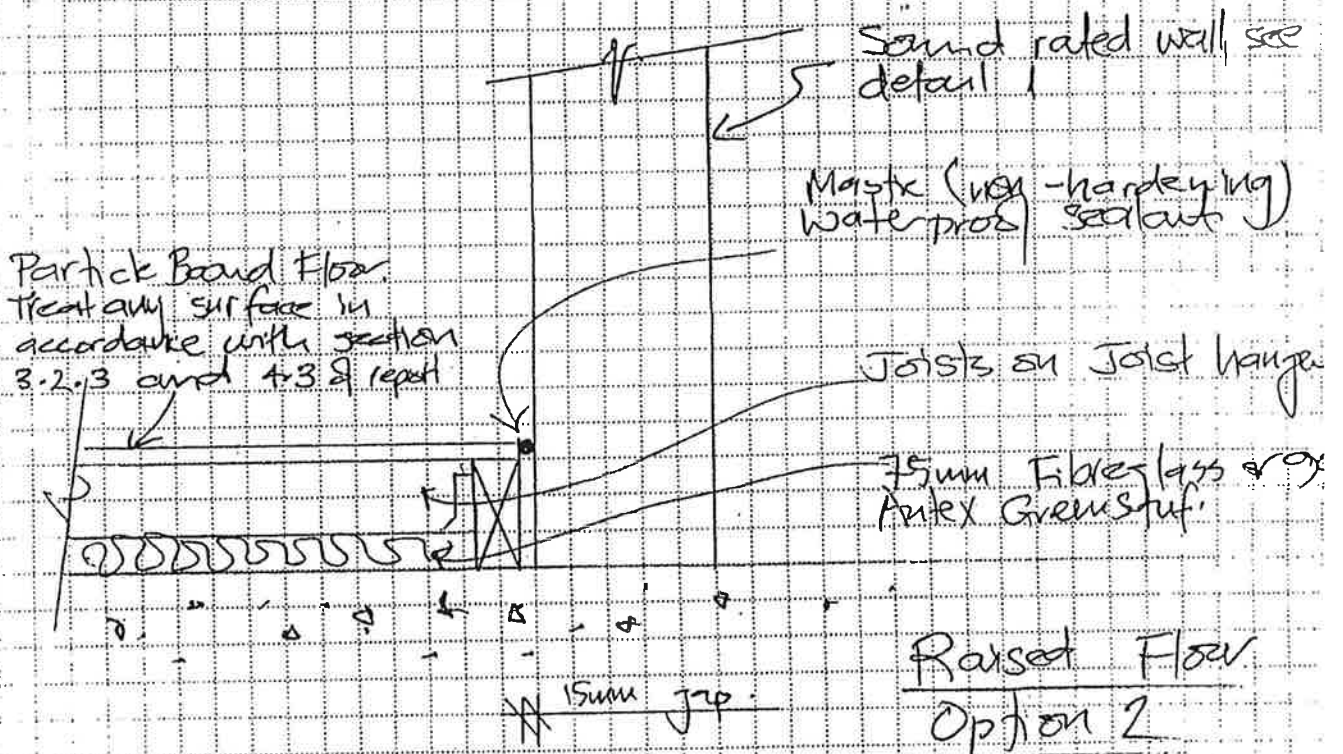
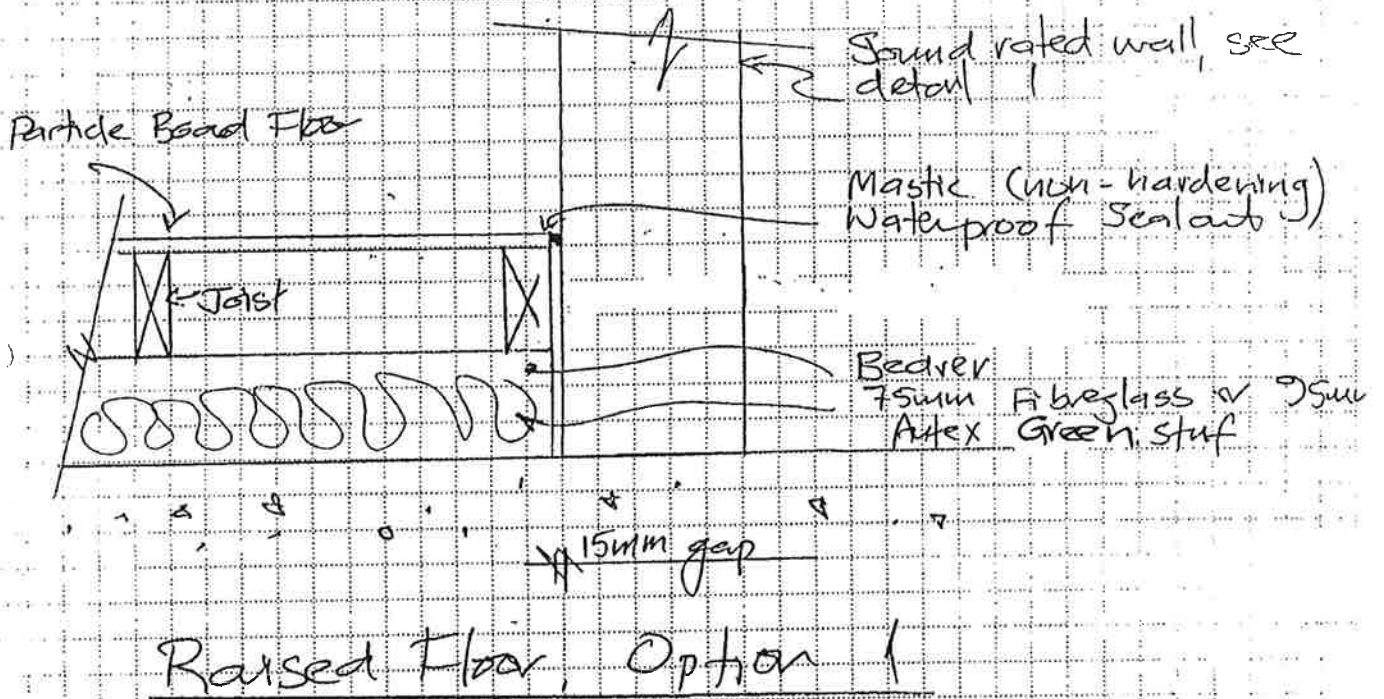
False Wall Detail in Front of Sound Rated Wall  
to support Electrical, Plumbing & Gas Fixtures



HEGLEY ACOUSTIC  
CONSULTANTS

PROJECT: 148 Quay St  
JOB NO: 673-5

DATE: 4 March 2007

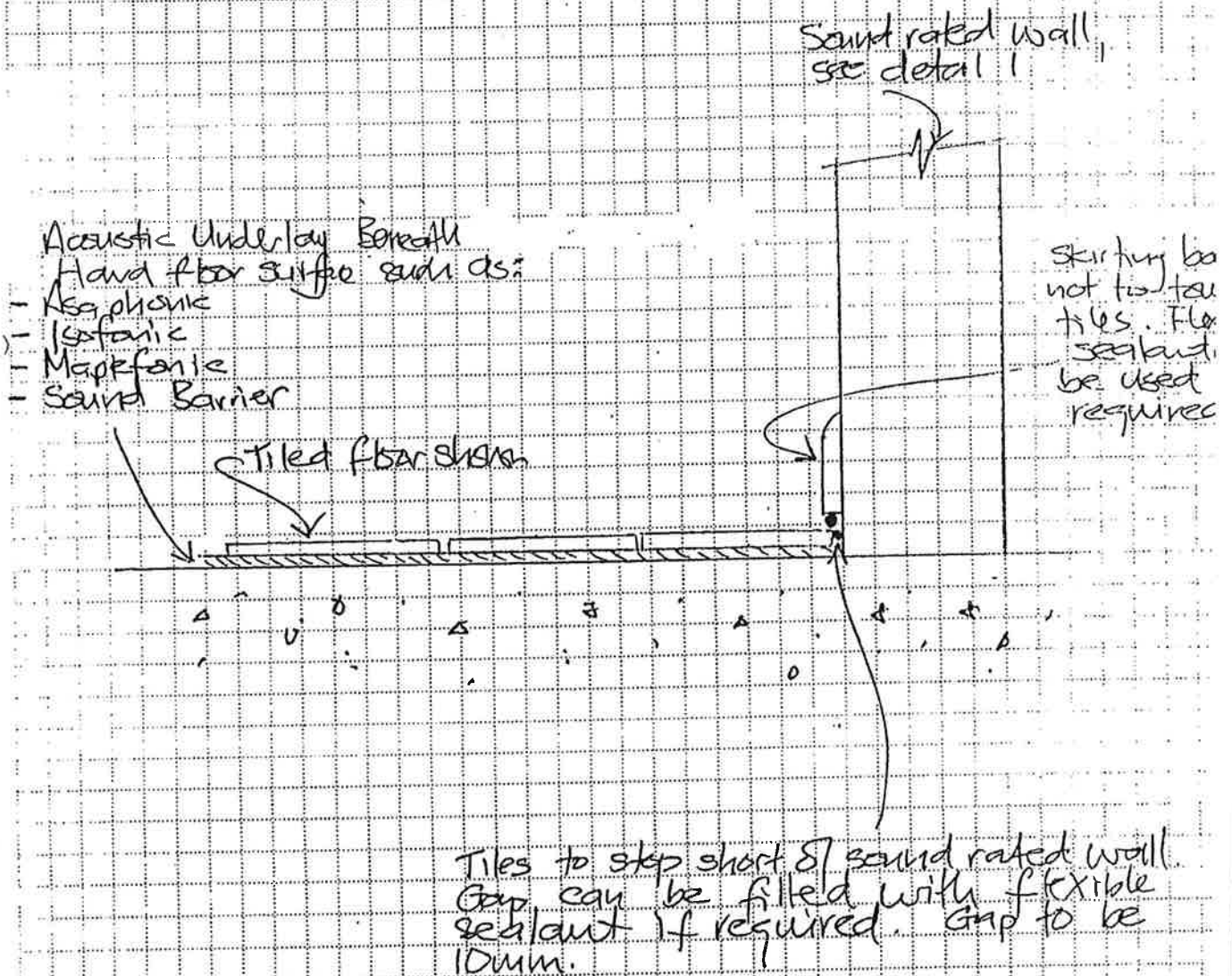




HEGLEY ACOUSTIC  
CONSULTANTS

PROJECT: 148 Rudy St  
JOB NO: 6735

DATE: 4 March 2004



Detail showing Tiles on Sound Rated underlay meeting Sound Rated Wall

**WINDOW REPLACEMENT AND OR RENOVATIONS 148 QUAY STREET:**

**MATERIAL:** Aluminium / Alloy.

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**FINISH:** Powder coat or anodized.

**COLOUR:** Dark Brown (to match existing alloy windows already fitted in building).

**FORMAT:** MULLIONS- (verticals). Spacings to match original windows.  
Centres of Mullions adjacent to columns to be approx 450mm from column edge.  
Intermediate mullions to be evenly spaced, i.e. approx 800mm centers.

TRANSOMS- (horizontal) Original windows have two transoms.  
New windows to have upper transom only. New upper transom to be at the same height as original i.e. approx 550mm from head to centre of transom.  
Note: Narrow windows adjacent to columns do not have any transoms as per original.

OPENING WINDOWS- may be either sliding or top hung. Casement or bifold windows are not permitted. Sliding windows are not permitted adjacent to raised floors. Top hung windows adjacent to raised floors must have limit stays fitted as required for safety to comply with relevant codes.

**STRUCTURE:** Windows shall be manufactured, supplied and fitted only by qualified and specialist manufacturer and installer. Framing detailing, glass weights, and installation shall be compatible with location and exposure and be in accordance with the Building Code and other relevant codes.

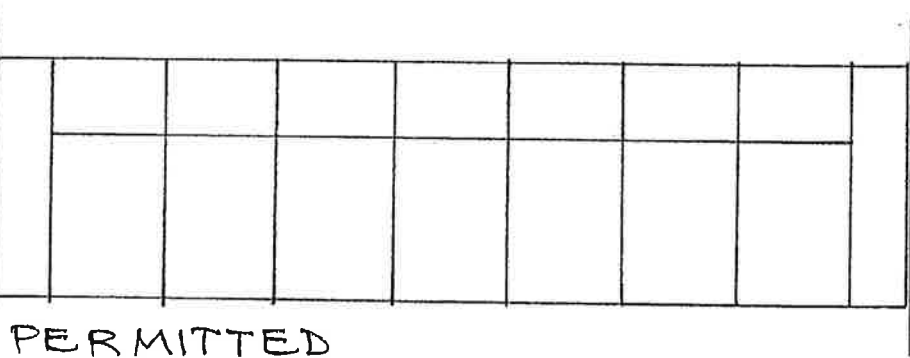
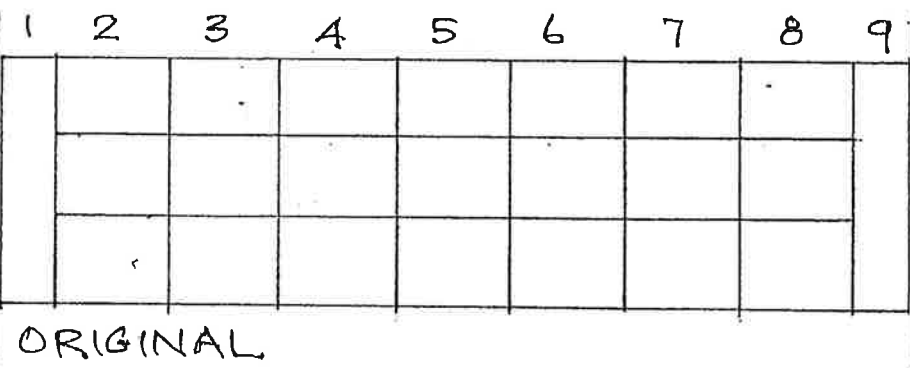
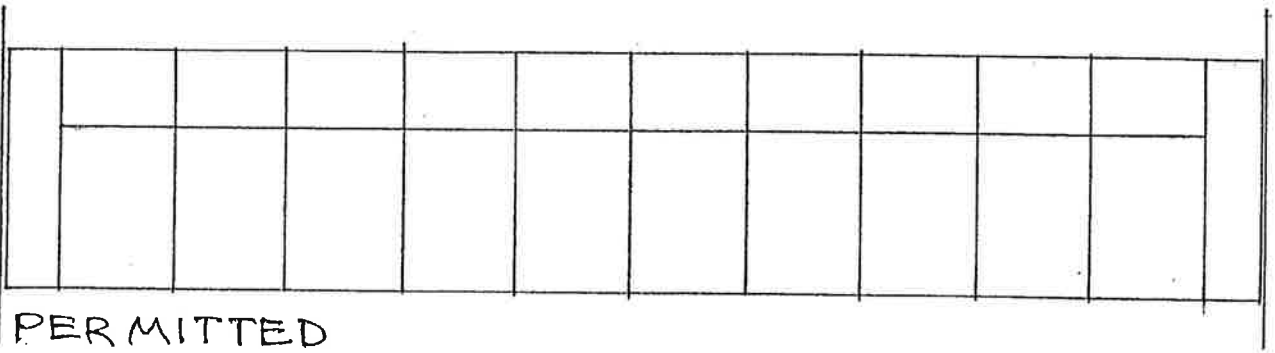
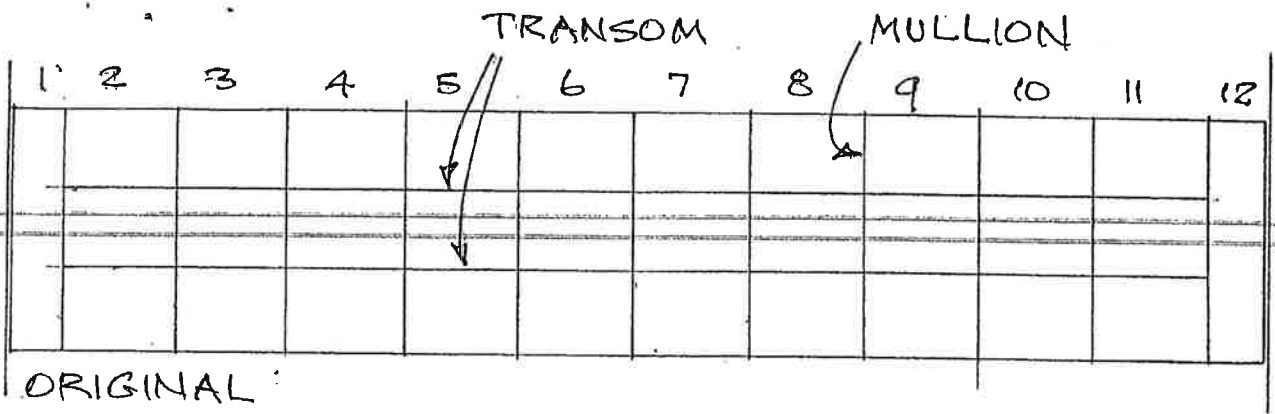
**DOCUMENTS:** The Body Corporate Committee shall be provided with all relevant drawings and documentation for approval before work commences.

**GENERAL:** All work is to comply with Territorial Authority requirements and Relevant seismic codes.

All removal and replacement shall be undertaken with due regard to Auckland City requirements for safety.

All work shall be carried out to replace acoustic and fire rating seals where intertenancy partitions finish against the windows.





148 QUAY STREET FLOORS 2 to 10  
 WINDOWS - ORIGINAL & PERMITTED