

26 November 2024

██████████
Email: ██████████

Dear ██████████

Local Government Official Information Request

Thank you for your request for information from Council. All requests to the Council for information are required to be considered in accordance with the Local Government Official Information and Meetings Act 1987 (LGOIMA). More information about how the Council handles LGOIMA requests can be found in the Council's LGOIMA Request Policy which is available on the Council's website.

Your request for information was received on 12 November 2024 and related to banking services utilised by Rangitikei District Council including any CCO's or joint ventures. Our response is below:

Banks Used

1. A comprehensive list of all banks currently used by Rangitikei District Council (RDC).

Response:

Rangitikei District Council currently banks with Westpac only.

2. The duration of the banking relationship with each listed bank.

Response:

Rangitikei District Council's relationship with Westpac commenced on 24 September 2009.

3. The selection criteria used to choose each bank.

Response:

Rangitikei District Council's selection is made in line with AOG (All of Government) Bank Services providers list (link provided in body of email).

4. Any reviews conducted on the performance of each bank, if no reviews are conducted please detail why and if any are planned in the future.

Response:

As per Question 3 response. No formal reviews are completed at Rangitikei District Council level as this function is completed as part of All of Government.

Banking Services

5. A detailed description of the banking services utilised from each bank, including but not limited to – transactional banking services; investment services; loan and credit services; payment processing services; merchant services.

Response:

Rangitikei District Council currently banks with Westpac and utilises transactional banking services, investment services, payment processing services and merchant services.

6. Any variations in the services used by different departments or divisions within Rangitikei District Council.

Response:

Nil.

Annual Expenditure

7. The total annual expenditure on banking services for the past five financial years.

Response:

Refer to attached.

8. A breakdown of annual spending on each type of banking service, differentiated by the specific services listed under “Banking Services”.

Response:

Refer to attached.

Contract and Agreements

9. Copies of contracts or agreements currently in place with each bank.

Response:

Refer AOG (All of Government) Bank Services contracts (link provided in body of email) and our Council Westpac/RDC Non-Core Agency Services Order attached.

10. Copies of any Requests for Proposals (RFPs) or tender documents listed when selecting the banks.

Response:

Nil as Rangitikei District Council uses the All of Government service.

Banking Policies and Procedures

11. Copies of any internal policies or procedures guiding the selection and use of banking services.

Response:

We refer you to the RDC Treasury Management Policy and Page 45 of the LTP 2024-2034 (links provided in body of email).

12. Details of any audits or reviews conducted on the banking services used, including findings and recommendations.

Response:

While Rangitikei District Council does not carry out audits of the banking services, as part of the All of Government service, the Ministry of Business, Innovation and Employment (MBIE) carry out reviews on the services they provide under the All of Government services.

Future Plan

13. Information on any plans to change the existing banking arrangements, including reasons for such changes.

Response:

No current plans.

14. Anticipated timeline and criteria for selecting new banking partners, if applicable.

Response:

Not applicable.

Please note that some information has been redacted from our response, this is done under LGOIMA "section 7(2)(a) to protect the privacy of natural persons".

You have the right to seek an investigation and review by the Ombudsman of this decision. Information about how to make a complaint is available at www.ombudsman.parliament.nz or freephone 0800 802 602.

Please note that it is our policy to proactively release our responses to official information requests, where appropriate. Our response to your request will be published shortly at <https://www.rangitikei.govt.nz/council/about/contact-us/official-information> with your personal information removed.

If you wish to discuss this decision with us, please feel free to contact Karen Cowper 06 327 0099.

Yours sincerely



Carol Gordon
Deputy Chief Executive / Group Manager Strategy, Community & Democracy

Annual Expenditure

1. The total annual expenditure on banking services for the past five financial years.

2019-20	12,593
2020-21	11,266
2021-22	7,699
2022-23	8,537
2023-24	7,929

2. A breakdown of annual spending on each type of banking service, differentiated by the specific services listed under "Banking Services."

2019-20	Transactional Banking	6,057
	Investment	-
	Loan & credit	-
	Payment processing	1,299
	Merchant	5,237
		12,593

2020-21	Transactional Banking	2,959
	Investment	-
	Loan & credit	-
	Payment processing	1,391
	Merchant	6,916
		11,266

2021-22	Transactional Banking	1,181
	Investment	-
	Loan & credit	-
	Payment processing	421
	Merchant	6,098
		7,699

2022-23	Transactional Banking	499
	Investment	-
	Loan & credit	-
	Payment processing	198
	Merchant	7,840
		8,537

2023-24	Transactional Banking	3,315
	Investment	-
	Loan & credit	-
	Payment processing	1,026
	Merchant	3,588
		7,929



Non-Core Agency Services Order

Non-Core Agency Banking Services Order for:

Rangitikei District Council

Start date	10 Business Days after the Service Order has been signed by both parties
Expiry date	30 June 2027
Provider	The Provider of the Services may be Westpac NZ Limited, or Westpac Banking Corporation or a combination of them, as specified in the Agreement, including in the Annexures to Schedule 2 (Services).
Contact name	[REDACTED]
Contact position	Senior Relationship Manager
Contact phone	[REDACTED]
Contact email	[REDACTED]
Participating Agency	Rangitikei District Council
Contact name	[REDACTED]
Contact position	Group Manager, Finance and Business Support
Contact phone	06 327 0099 / 027 210 2267
Contact email	[REDACTED]
Incident contact email	[REDACTED]
BCP/DR contact	[REDACTED]
Contact position	Group Manager, Finance and Business Support
Contact phone	[REDACTED] 06 327 0099 ext 858
Contact email	[REDACTED]
Email address for standard communications	[REDACTED]

This Services Order is subject to, and forms part of, the Services Agreement relating to the Supply of Banking Services, dated 28 / 06 / 2023 between the Ministry of Business, Innovation and Employment, the Secretary to the Treasury, Westpac Banking Corporation (acting through its New Zealand branch) and the Provider (the **Agreement**).

Capitalised terms used but not defined in this Services Order have the meaning given to them in the Agreement.

This Services Order will, together with the terms of the Agreement, apply to the provision of Services by the Provider to the Participating Agency. The Participating Agency confirms that it has read the Agreement and agrees to comply with its terms

Subject to termination or expiry of this Banking Services Order in accordance with the terms of the Agreement, this Banking Services Order will continue until the expiry date set out above.

A copy of this Services Order must be provided by the Provider to the CoE once it has been entered into with the Provider.

1. Services

A. Standard Services

The Standard Services are as described in the Agreement. The Provider will supply the Participating Agency with Standard Services as indicated below:

Non-Core Transactional Banking Services

Accounts

- ☒ Transactional bank accounts¹ ☐ Foreign Currency accounts ☒ Term Deposits

¹Please indicate if your organisation is a:

- ☐ School ☐ Non-Profit Organisation

Other Transactional Banking Services

- ☐ Hierarchical Sweep services ☐ Set off² ☐ Overdraft facilities²
☒ Direct Debit Initiator ☒ Westpac Deposit Bag (Red Bag) ☐ Cash Processing

²Overdraft and Set off facilities will need to be applied for separately and will be subject to credit checks by the Provider.

FX Services

- ☒ Telegraphic Transfers ☒ Foreign exchange cash ☐ FX rates API

Payments Services

- ☒ Merchant Acquiring (Card Present) ☒ Online Gateway ☒ Merchant Acquiring (Card Not Present)
☐ Over-the-counter bill payments ☐ Get Paid Merchant service ☐ Quickstream services

Cards Services

- ☒ Business Mastercard service ☐ Smart Data ☒ Business cards - controls and alerts
☐ Virtual card service ☐ Business Pre Paid Mastercard service ☐ Business card data feed service

Channels for provision of Account Instructions

- ☐ Host to Host (Managed File Transfer) ☐ Westpac One Business ☐ Business Online
☐ PaymentsPlus ☒ Corporate Online ☐ Deskbank
☐ Corporate Online - FX module ☐ Westpac Exchange

B: Custom Services

The Provider will supply the Participating Agency with Custom Services as set out below:

No Custom services provided.

The Participating Agency agrees that where the terms and conditions in respect of any of the above Custom Services are recorded in a services order entered into under any prior agreement between the Provider and the Participating Agency, and where those terms and conditions are attached to this Services Order in Annexure B, they will continue to apply and that to the extent of any inconsistency between the terms of the Agreement and such Custom Services terms, the terms of the Agreement will prevail.

2. Fees

Standard Services

The Fees for Standard Services are as set out in Schedule 3 (Pricing) of the Agreement.

Custom Services

The Charges for Custom Services are as follows:

No Custom services provided.

3. Expenses

The Expenses are as set out in Schedule 3 (Pricing) of the Agreement or as agreed in respect of a Custom Service in paragraph 2 of this Services Order.

4. Deductions

The Charges for Standard Services as set out in Schedule 3 (Pricing) and Custom Services as specified in paragraph 2 or the Custom Services attachments that are identified as Charges that may be deducted rather than invoiced will be deducted from the bank account held with the Provider that is nominated by the Participating Agency for that purpose from time to time. The initial nominated bank account is:

☐ The Account to which the Charges relate.

☒ The following nominated Account:



5. Reporting

The Provider will, within 10-20 Business Days of the end of each reporting period as specified below, provide the Participating Agency with the following reporting:

Report name N/A

Description N/A

Reporting frequency N/A

6. Business Continuity Plan and Disaster Recovery Plan

☐ A Participating Agency Business Continuity Plan and Disaster Recovery Plan has been agreed (and is attached as an Annexure to this Services Order).

☒ A Participating Agency Business Continuity Plan and Disaster Recovery Plan is not required.

7. Participating Agency Disengagement Plan

A Participating Agency Disengagement Plan has been agreed (and is attached as Annexure A to this Services Order).

8. Specific service levels

The Provider will perform its obligations to meet or exceed the Service Levels in accordance with the Agreement. In addition the following Service Levels will apply to the Participating Agency:

Service level number	Description	Calculation method	Service level	Service level credit
N/A	N/A	N/A	N/A	N/A

If a Service Level Default occurs in relation to any Service Level recorded in this paragraph 8 of this Services Order to which a Service Level Credit applies, the Participating Agency may, subject to this paragraph 8, require the Provider to pay a Service Level Credit. Where required by the Participating Agency to pay any Service Level Credit under this paragraph 8, the Provider will, within 10 Business Days of a request from the Participating Agency pay the Service Level Credit to the affected Participating Agency as set out below:

N/A

To avoid doubt, this paragraph 8 does not include any Service Level Credits documented in Schedule 5 (Performance measurement) of the Agreement.

The Provider acknowledges and agrees that:

- the Service Level Credits will not be deemed or construed to be liquidated damages or penalties or a sole and exclusive remedy or in derogation of any other rights and remedies the Participating Agency has under this Agreement; and
- the Service Level Credits are not intended to compensate for any Losses that the Participating Agency may or would suffer in the event of a Service Level Default but are an adjustment to the Fees to reflect the value received by the Participating Agencies based on the level of performance by the Provider.

9. Service Requests

Where Schedule 2 (Services) specifies that a Service may be requested in accordance with a Service Request, the Provider and the Participating Agency will document the Service Request as a variation to this Services Order in accordance with clause 8.1(c) of the Agreement, provided that the Provider has first disclosed to the Participating Agency the then-current expiry date of the Agreement or of the relevant Services, or the date on which any earlier termination of the Agreement or the relevant Services is due to take effect, if known. Once the variation has been correctly completed and agreed, the Provider will provide such Service to the Participating Agency. Service Requests for Standard Services will consist of the Provider's standard customer forms completed in accordance with market practice.

10. Participating Agency IP

The Participating Agency grants to the Provider, and the Provider accepts from the Participating Agency a royalty-free, non-exclusive, non-transferable licence to use and store Participating Agency IP for the sole purpose of, and only to the extent required to, perform its obligations under this Agreement during the Term and any Disengagement Period.

11. Additional/special requirements

In some cases the Provider will record telephone conversations between the Provider, the Participating Agency and/or the Participating Agency's agents or authorised persons, for the purpose of confirming instructions. On behalf of itself, and the Participating Agency's agents and authorised persons, the Participating Agency consents to the Provider recording these telephone conversations for this purpose and for those recordings to be retained by the Provider for a reasonable period of time, having regard to the nature of the Participating Agency's instructions.

12. Westpac Crisis Manager

The Provider's crisis manager who will act as the key point of contact on the occurrence of an event requiring the implementation of a Business Continuity Plan, Disaster Recovery Plan is:

Russell Syme – Head of Government Operations

Phone 09 374 8367

Email head_of_government_operations@westpac.co.nz

Dated the 17 day of July 2023

Signed for and on behalf of Rangitikei District Council by

Signature

Print full name

Print title

CRISIS MANAGER - CORPORATE

Interim Finance Manager

Signed for and on behalf of Westpac New Zealand Limited by

Signature

Print full name

Print title

Legal Counsel
AUCKLAND

Signed for and on behalf of Westpac Banking Corporation by

Signature

Print full name

Print title

Legal Counsel
AUCKLAND

Annexure A: Participating Agency Disengagement Plan

Please refer to Schedule 9: Disengagement in the Agreement.

Annexure B: Previously agreed Custom Service terms and conditions

N/A

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

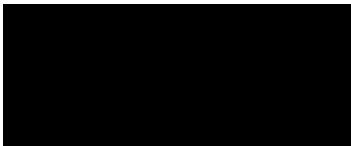
I  of Auckland in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated 20 October 2003 a copy of which is deposited with Land Information New Zealand and numbered PA 5941731.1 **WESTPAC BANKING CORPORATION** ABN 33 007 457 141, incorporated in Australia (and registered in New South Wales) under the Corporations Act 2001 of Australia and having its principal place of business in New Zealand at Westpac on Takutai Square, 16 Takutai Square, Auckland (**Westpac**) appointed me its attorney on the terms and subject to the conditions set out in that Deed and the attached document is executed by me under the powers conferred by that Deed.
2. **THAT**, at the date of this certificate I am a Tier One Attorney for Westpac.
3. **THAT**, at the date of this certificate, I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of Westpac or otherwise.

SIGNED at Auckland

On this 1 day of August 2023

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CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I,  of Auckland in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated 6 September 2006, a copy of which is deposited with Land Information New Zealand and numbered 7032934.1, **WESTPAC NEW ZEALAND LIMITED**, incorporated in New Zealand and having its principal place of business at Westpac on Takutai Square, 16 Takutai Square, Auckland appointed me its attorney on the terms and subject to the conditions set out in that Deed.
2. **THAT** at the date of this certificate I am a Tier One Attorney for Westpac New Zealand Limited.
3. **THAT** at the date of this certificate I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of **Westpac New Zealand Limited** or otherwise.

SIGNED at Auckland

On this 1 day of August 2023

