



3 June 2014

Clr Lee Vandervis
lee@vandervision.co.nz

Dear Clr Vandervis

I refer to your email of 9 May 2014 sent requesting information under the Local Government Official Information and Meetings Act 1987 (LGOIMA) and provide the following response.

Question 2 asks whether DVML realised at the time they bought the new Stadium TV software package that the existing 94 TVs were incompatible. Can you please respond – yes or no – whether DVML realised they were buying a software package that was incompatible with the stadium existing 94 TVs?

Yes, management knew the Sony televisions were incompatible.

Question 5 asks who was responsible for keeping the records referred to in "Unfortunately no record has been found of these actions or conversations". My 'who' question has not been answered – was it a management requirement lapse, or was it simply a staff member filing error, or some other subcontractor's recording lapse?

It was a lapse in process, no one person can be identified as responsible.

Question 6 asks who was responsible for the damage causing seven TVs to be discarded? Does the "where no blame can be attributed" response mean that nobody was held responsible for the destruction of these seven TVs? Was any insurance claim made for the damaged TVs?

No individual was held responsible and no insurance claim was made.

Question 7 requests copies of original paperwork **confirming payments** for stadium TVs supplied to DVML staff and directors. Thank you for supply copies of invoices, but it is proof of payment original paperwork that I have asked for. Can you please forward copies of this 'confirming payment was made' paperwork?

Attached are copies of DVML bank statements showing payments made. Please note that transactions unrelated to the purchase of televisions have been redacted from the bank statements. A summary of the payments is included with the statements.

Your response also raises some additional questions which I wish to pose now as an additional LGOIMA request for information;

TV sale invoices variously describe TVs as "new" "second-hand" or just as "TV". Question A – are the "new" TVs so described actually new, and if so why are these new TVs being sold so cheaply?

'New' referred to televisions with no warranty, packaging or instruction manual. The term 'new' was an inaccurate description.

Are the sold 'new' TVs from the original 94, or from the subsequent 165 TVs?

These are from the original 94 televisions.

Are the second hand TVs from the original 94 or subsequent 165 TVs or both?

The televisions were all from the original 94 televisions. No televisions have been sold from the Stadium Vision purchase of 165 televisions.

Of the TVs sold to staff/directors that are neither described as new or second-hand, which were new and which were second hand?

All televisions sold were second hand.

Question B – why do the TV sale invoices vaguely refer to a generic TV type and not specify the actual TV unit by way of model number or serial number as is required in "a description of the goods" on a GST invoice?

The description on each invoice was sufficient in the circumstances of the agreement with the individual concerned and given that DVML is not in the business of selling TVs.

Question C – What is the total number of TV's now in the stadium, and how many are from the original 94 TVs and how many are from the more recent purchase of 165 TVs?

Of the original 94 televisions: 28 are still in use, 38 are currently awaiting sale at an auction house, 18 were sold to DVML staff and Directors, 3 as prizes and 7 disposed of due to damage. The 165 televisions purchased are all still in use on site.

Yours faithfully



Terry Davies
CEO
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