



16 September 2025

Henry Clayton

s7(2)(a)

Tēnā koe Henry,

Request for Information – Local Government Official Information and Meetings Act (LGOIMA) 1987

We refer to your official information request dated 24 August 2025, seeking information on contracts between Hutt City Council and Wellington Phoenix entities in relation to Ricoh Sports Centre and/or Fraser Park. Specifically, you requested:

...a copy of the contract or contracts between Hutt City Council and Wellington Phoenix entities in relation to Ricoh Sports Centre and/or Fraser Park. I do not request any financial information – please redact any dollar figures and then consider any commercial sensitivity after that.

Answer:

In response to your request, we are releasing a copy of a deed of lease between Council and Welnix LP Limited, which relates to the Ricoh Sports Centre at Fraser Park. This document sets out the contractual terms of the arrangement.

Some information has been withheld as it falls outside the scope of your request, and other information has been withheld under the following provisions of the LGOIMA:

- Section 7(2)(b)(ii), to protect information where release would be likely to unreasonably prejudice the commercial position of the other party to the lease; and

- Section 7(2)(j), to prevent the use of the information for improper gain or improper advantage.

Please also note that the pricing information included in the appendix (on page 68), of the lease reflects the pricing used by Council immediately prior to the commencement of the lease. It was provided as a baseline for future pricing and does not represent the current pricing structure under the lease.

You have the right to seek an investigation and review by the Ombudsman of this response. Information about how to make a complaint is available at: [Office of the Ombudsman - Complaints](#), or freephone 0800 802 602.

Please note that this response to your information request may be published on Hutt City Council's website: [Proactive releases - Hutt City Council](#).

Ngā mihi nui



Rebekah van der Splinter

Senior Advisor, Official Information and Privacy

DEED OF LEASE

GENERAL address of the premises:
Fraser Park, Lower Hutt

DATE: 23-06-2025

LANDLORD:
Hutt City Council

TENANT:
Welnix LP Limited

GUARANTOR:

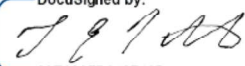


THE LANDLORD leases to the Tenant and the Tenant takes on the lease of the premises and the car parks (if any) described in the First Schedule together with the right to use the common areas of the property for the term from the commencement date and at the annual rent (subject to review and adjustment if applicable) as set out in the First Schedule.

THE LANDLORD AND TENANT covenant as set out in the First, Second and Third Schedules.

THE GUARANTOR covenants with the Landlord as set out in the Fourth Schedule.

SIGNED by the Landlord
Hutt City Council
in the presence of:

DocuSigned by:


Signature of Landlord

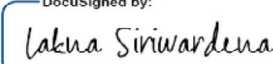
Jo Miller

Print Full Name

Director / Trustee / Authorised Signatory / Attorney*

Delete the options that do not apply.

If no option is deleted, the signatory is signing in their personal capacity.

DocuSigned by:


Witness Signature

Lakna Siriwardena

Witness Name

Legal Operations Advisor

Witness Occupation

30, Laings Rd, Lower Hutt

Witness Address

Signature of Landlord

Print Full Name

Director / Trustee / Authorised Signatory / Attorney*

Delete the options that do not apply.

If no option is deleted, the signatory is signing in their personal capacity.

SIGNED by the Tenant
Welnix LP Limited by its General Partner, Welnix GP Limited
in the presence of:

DocuSigned by:


Signature of Tenant

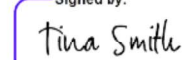
David Dome

Print Full Name

Director / Trustee / Authorised Signatory / Attorney*

Delete the options that do not apply.

If no option is deleted, the signatory is signing in their personal capacity.

Signed by:


Witness Signature

Tina Smith

Witness Name

Tina Smith

Witness Occupation

Venue Manager

Witness Address

Signature of Tenant

Print Full Name

Director / Trustee / Authorised Signatory / Attorney*

Delete the options that do not apply.

If no option is deleted, the signatory is signing in their personal capacity.

Note: If signing by a company or as an Attorney, please refer to the notes on page 3.



~~SIGNED~~ by the Guarantor _____

in the presence of:

Signature of Guarantor

Print Full Name

Director / Trustee / Authorised Signatory / Attorney*

Delete the options that do not apply.

If no option is deleted, the signatory is signing in their personal capacity.

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Guarantor

Print Full Name

Director / Trustee / Authorised Signatory / Attorney*

Delete the options that do not apply.

If no option is deleted, the signatory is signing in their personal capacity.



* If this document is signed under:

- (i) a Power of Attorney – please attach a **Certificate of non-revocation** (The Law Association of New Zealand Incorporated form code: 4098WFP); or
- (ii) an Enduring Power of Attorney – please attach a **Certificate of non-revocation and non-suspension of the enduring power of attorney** (The Law Association of New Zealand Incorporated form code: 4997WFP).

Also, insert the following wording for the Attorney's Signature above:

Signed by [full name of the donor] by his or her Attorney [attorney's signature].

Note: Signing by a company – Companies must sign this document in accordance with section 180 of the Companies Act 1993 to ensure it is binding as a deed. In general, this means:

- (a) if there are two or more directors of the company, two directors must sign and no witnessing is necessary;
- (b) if there is only one director of the company, that director signs and the signature must be witnessed.

Other methods of signing may be permitted by the company's constitution or if an attorney has been appointed.

[This page is deliberately blank. It is to be used to add any additional signatory blocks.]



RELEASED UNDER THE LOCAL GOVERNMENT OFFICIAL INFORMATION AND MEETINGS ACT 1987

FIRST SCHEDULE

1. **PREMISES:** Part of the land contained in contained in Records of Title WN37A/751 (legally described as Part Lot 1 Deposited Plan 23261) and WNA2/142 (legally described as Part Lot 2 Deposited Plan 8182)
(Specify description of the Landlord's premises including the record of title, the address and show area on a plan.)

as shown on the plan(s) (if any) in the Eighth Schedule

2. **CAR PARKS:** Four (4)

(see clause 54.3)

car parks as shown on the plan(s) (if any) in the Eighth Schedule

3. **TERM:** Three (3) years

4. **COMMENCEMENT DATE:** 24 February 2025

5. **RIGHTS OF RENEWAL:** One (1) right of three (3) years

6. **RENEWAL DATES:** 24 February 2028

7. **RENEWAL NOTICE PERIOD:** Nine (9) months
(clause 34.1)

(Specify period. If no period is specified, the notice period for the purposes of clause 34.1 is 3 months.)

8. **FINAL EXPIRY DATE:** 23 February 2031

9.	ANNUAL RENT:	Premises	\$7(2)(b)(ii)	plus GST
	(Subject to review and adjustment if applicable.)	Car Parks	\$Nil	plus GST
		TOTAL	\$7(2)(b)(ii)	plus GST

10. **MONTHLY RENT:** \$7(2)(b)(ii) **plus GST**

11. **RENT PAYMENT DATES:** The 24th day of each month commencing on the 24th day of March 2025

12. **RENT REVIEW AND ADJUSTMENT DATES:**

(Specify review or adjustment type and insert dates for initial term, renewal dates and renewal terms. Unless dates are specified, there will be no reviews or adjustments. Where there is a conflict in dates, the market rent review date will apply.)

1. Market rent review dates:
2. CPI rent adjustment dates:
24 February 2028, 24 February 2029, 24 February 2030
3. Fixed rent adjustment dates:

13. LOWER AND UPPER RENT LIMITS FOR A MARKET RENT REVIEW AND CPI ADJUSTMENT DATE: (clauses 2.1(d), 2.5(d), 34.1(a) and 34.1(b))

(Select one of (1), (2) or (3) by deleting the other two or delete all three and complete (4).) Option (4) should be used where the parties agree upper limits apply, and/or lower and upper limits apply in some other manner than (1), (2) or (3). If no option is deleted/completed, then option (1) applies.

(1) Notwithstanding any other provision of the Lease, the annual rent payable as from the relevant market rent review date and the relevant CPI rent adjustment date will not be less than the annual rent payable as at the commencement date of the then current lease term after the expiry of any rent free or rent reduced period, unless the rent or adjustment date is a renewal date in which case the annual rent payable will not be less than the annual rent payable as at the commencement date of the immediately preceding lease term after the expiry of any rent free or rent reduced period.

OR

(2) Notwithstanding any other provision of the Lease, the annual rent payable as from the relevant market rent review date and the relevant CPI rent adjustment date will not be less than the rent payable immediately prior to the relevant review or adjustment date.

OR

(3) Notwithstanding any other provision of the Lease, the annual rent payable as from the relevant market rent review date and the relevant CPI rent adjustment date will not be less than the rent payable as at the commencement date of the initial lease term after the expiry of any rent free or rent reduced period.

OR

(4) Other:

Copyright

November 2024

14. INTERIM RENT: (clause 2.3)

(Delete one. If clause 2.3(b) is deleted or there is no deletion, clause 2.3(a) applies. If clause 2.3(a) is deleted, clause 2.3(b) applies.)

(1) Clause 2.3(a) applies (current rent is interim rent).

OR

(2) Clause 2.3(b) applies (interim rent is determined by registered valuer(s) certificates).

15. FIXED RENT ADJUSTMENT: (clause 2.7)

(Specify for each fixed rent adjustment date either % or amount of increased rent.)

16. PROPORTION OF OUTGOINGS: (clause 3.1)

100 %

17. OUTGOINGS:
(clause 3)

- ~~(1) Rates or levies payable to any local authority.~~
- (2) Charges for water, gas, electricity, telecommunications and other utilities or services, including line charges and increases in charges attributable to increase in consumption of those utilities or services from the premises, but excluding any capital charges.*
- (3) Rubbish collection and recycling charges (internal)
- (4) Fire and Emergency levies and the maintenance charges in respect of all fire detection and firefighting equipment.
- (5) Insurance premiums and related valuation fees, and any excess applied to the cost of repairs under clause 24.4.
- (6) Service maintenance contract charges for air conditioning, lifts, other building services, security services, and roller doors and automatic doors, but excluding charges for inherent defects and renewal or replacement of building services.
- (7) Cleaning, maintenance and repair charges including charges for repainting the exterior of the building and fences, decorative repairs and the maintenance and repair of building services to the extent that such charges do not comprise part of the cost of a service maintenance contract, but excluding charges for structural repairs to the building (more than minor repairs to the roof of the building are structural repairs), repairs due to defects in design or construction, inherent defects and renewal or replacement of building services.
- (8) The provisioning of toilets and other shared facilities.
- ~~(9) The cost of maintenance of lawns, gardens and planted areas including plant hire and replacement.~~
- ~~(10) Yard, car parking area and accessway maintenance and repair charges and minor repairs to those areas (including repairs to potholes) but excluding charges for repaving or resealing.~~
- ~~(11) Body Corporate charges for any insurance premiums under any insurance policy effected by the Body Corporate and related valuation fees.~~
- ~~(12) Management expenses and, in the case of a body corporate, includes reasonable management administration expenses (subject to clauses 3.9 and 3.10).~~
- ~~(13) The costs incurred and payable by the Landlord in supplying to the territorial authority a building warrant of fitness and obtaining reports as required by sections 108 and 110 of the Building Act 2004 but excluding the costs of upgrading or other work to make the building comply with the Building Act 2004.~~

18. DEFAULT INTEREST RATE: 12 % per annum
(clause 5.1)

19. BUSINESS USE: Operation of community recreation and sporting activity facilities, including a café and bar; operation of a retail store for the sale of merchandise (for goods related to the Wellington Phoenix Football Club).

*and external lighting charges (and for clarity, external lighting charges for rugby training, diamond lights and turf lights are excluded costs for the purposes of this lease).

20. LANDLORD'S INSURANCE: (clause 24.1) (Delete or amend extent of cover as appropriate.)

(Delete either (a) or (b). If neither option is deleted, then option (a) applies.)

(Delete option (i) and complete option (ii) if required. If option (i) is not deleted and option (ii) is completed, then option (ii) applies.)

(1) Cover for the building against damage and destruction by fire, flood, explosion, lightning storm, earthquake and volcanic activity on the following basis:

(a) Full replacement and reinstatement (including loss, damage or destruction of windows and other glass);

OR

(b) Indemnity to full insurable value (including loss, damage or destruction of windows and other glass).

(2) Cover for the following additional risks:

(a) (i) 24 months

OR

(ii) _____ months

indemnity in respect of consequential loss of rent and outgoings.

(b) Loss, damage or destruction of any of the Landlord's fixtures fittings and chattels.

(c) Public liability.

21. INSURANCE EXCESS: (clauses 24.3 to 24.5) (Insert amount. If no amount is inserted, the maximum amount for the purpose of clauses 24.3 to 24.5 is \$5,000.)

\$ _____ plus GST

22. FAIR PROPORTION OF RENT: (clause 29.2) (Delete option (1) and complete option (2) if required. If option (1) is not deleted and option (2) is completed, then option (2) applies.)

(1) 50%

OR

(2) _____

23. NO ACCESS PERIOD: (clause 29.6) (Delete option (1) and complete option (2) if required. If option (1) is not deleted and option (2) is completed, then option (2) applies.)

(1) 9 months

OR

(2) Six (6) months

24. BANK GUARANTEE: (clause 38.1(a)) (Delete either "Yes" or "No". If "Yes" or neither is deleted, clauses 38.2 to 38.9 do not apply, unless a bank guarantee is required upon an assignment.)

YES/ NO

25. BANK GUARANTEE AMOUNT: (clause 38.2) (Insert amount. If no amount is inserted, the bank guarantee amount is equivalent to three months' rent plus GST.)

Total amount: \$ _____ plus GST

26. **RENTAL BOND** YES/ NO
(clause 38.9(a))

(Delete either "Yes" or "No". If "Yes" or neither is deleted, clauses 38.10 to 38.19 do not apply, unless a rental bond is required upon an assignment.)

27. **RENTAL BOND AMOUNT:** Total amount: \$ plus GST
(clause 38.10)

(Insert amount. If no amount is inserted, the rental bond amount is equivalent to three months' rent plus GST.)

28. **SEISMIC RATING:**
(clause 39.1)

(Insert % and description of relevant standard. If left blank, or either % or standard is not inserted, clauses 39.1 to 39.3 do not apply.)

29. **MORTGAGEE'S CONSENT:** (1) The Landlord is not required to obtain the consent of any mortgagee of the property in respect of the Tenant's interest under the Lease.
(clause 46.1)

(Delete either option (1) or (2). If neither option is deleted, then option (1) applies.)

OR

(2) The Landlord must obtain the consent of any mortgagee of the property in respect of the Tenant's interest under the Lease.

30. **LIMITED LIABILITY TRUSTEE:**
(clause 50.1)

31. **EMAIL ADDRESSES:** (1) For the Landlord: Andrea.Blackshaw@huttcity.govt.nz
(clause 47.2(c)) (2) For the Tenant: davidd@wellingtonphoenix.com

November 2024

RELEASED UNDER THE LOCAL GOVERNMENT INFORMATION AND MEETINGS ACT 1987

SECOND SCHEDULE

TENANT'S PAYMENTS

Rent

1.1 The Tenant must pay the annual rent by equal monthly payments in advance (or as varied pursuant to any rent review or adjustment) on the rent payment dates. The first monthly payment (together with rent calculated on a daily basis for any period from the commencement date of the term to the first rent payment date) must be paid on the first rent payment date. All rent and other moneys payable under the Lease must be paid without any deductions or set-off by direct payment to the Landlord or as the Landlord may direct.

Market Rent Review

2.1 The annual rent payable as from each market rent review date will be determined as follows:

- (a) Either party may not earlier than 3 months prior to a market rent review date (or, in the case of a market rent review date that is a renewal date, at any time after the Tenant has given notice under clause 34.1) and not later than the next rent review or adjustment date (regardless of whether the next date is a market, GPI or fixed rent review or adjustment date) give written notice to the other party specifying the annual rent proposed as the current market rent as at the relevant market rent review date.
- (b) If the party receiving the notice ("the Recipient") gives written notice to the party giving the notice ("the Initiator") within 30 working days after service of the Initiator's notice disputing the annual rent proposed and specifying the annual rent proposed by the Recipient as the current market rent, then the new rent must be determined in accordance with clause 2.2.
- (c) If the Recipient fails to give such notice (time being of the essence), the Recipient will be deemed to have accepted the annual rent specified in the Initiator's notice and the extension of time for commencing arbitration proceedings contained in the Arbitration Act 1996 will not apply.
- (d) Notwithstanding any other provision of this clause 2.1, the annual rent payable as from the relevant market rent review date will be no less than, nor will it be more than, respectively, any lower or upper amount specified in the First Schedule.
- (e) The annual rent agreed, determined or imposed pursuant to clause 2.1 will be the annual rent payable as from the relevant market rent review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant market rent review date but subject to clauses 2.3 and 2.4.
- (f) The market rent review at the option of either party may be recorded in a deed.

Rent Determinations

2.2 Immediately following service of the Recipient's notice on the Initiator, the parties must endeavour to agree upon the current market rent, but if agreement is not reached within 15 working days, then the new rent may be determined either:

- (a) By arbitration, if either party gives written notice to the other party requiring the new rent to be determined in that manner; or
- (b) If the parties so agree by registered valuers acting as experts and not as arbitrators as follows:
 - (1) Each party must appoint a valuer and give written notice of the appointment to the other party within 20 working days of the parties agreeing to so determine the new rent.
 - (2) If the party receiving a notice fails to appoint a valuer within the 20 working day period, then the valuer appointed by the other party must determine the new rent and such determination will be binding on both parties.
 - (3) The valuers appointed before commencing their determination must appoint a third expert who need not be a registered valuer. If the parties cannot agree on the third expert, the appointment will be made on the application of either party by the president or vice president for the time being of The New Zealand Institute of Valuers.
 - (4) The valuers appointed by the parties must determine the current market rent of the premises but, if they fail to agree, then the rent must be determined by the third expert.
 - (5) Each party must be given the opportunity to make written or oral representations subject to such reasonable time and other limits as the valuers or the third expert may prescribe. The valuers or the expert must have regard to any of the representations but are not bound by them.
 - (6) The parties must jointly and severally indemnify the third expert for their costs. As between the parties, they will share the expert's costs equally unless the expert determines unequal cost allocation in which case the expert's determination as to costs is binding. A party may pay the other party's share of the costs and recover the payment on demand from the other party.
 - (7) If the parties agree, they may release the third expert from liability for negligence in acting as third expert in accordance with this clause 2.2.

When the new rent has been determined the person or persons determining it must give written notice of it to the parties.

Interim Market Rent

2.3 Pending determination of the new rent, the Tenant must from the relevant market rent review date, or the date of service of the Initiator's notice if the notice is served later than 3 months after the relevant market rent review date, until the determination of the new rent:

- (a) continue to pay the current rent; or
- (b) pay an interim rent as follows:
 - (1) if both parties supply a registered valuer's certificate substantiating the new rents proposed, the interim rent payable will be halfway between the new rents proposed by the parties; or
 - (2) if only one party supplies a registered valuer's certificate, the interim rent payable will be the rent substantiated by the certificate; or
 - (3) if no registered valuer's certificates are supplied, the interim rent payable will be the current rent; but
 - (4) any lower or upper limit specified in the First Schedule in relation to market rent applies also to the interim rent.

~~The interim rent will be payable with effect from the relevant market rent review date, or the date of service of the Initiator's notice if the notice is served later than 3 months after the relevant market rent review date and, subject to clause 2.4, will not be subject to adjustment.~~

~~2.4 Upon determination of the new rent, any overpayment must be applied in payment or part payment of the next month's rent and any amount then remaining must immediately be refunded to the Tenant. Any shortfall must immediately be paid to the Landlord.~~

CPI Rent Adjustment

2.5 The annual rent payable from each CPI rent adjustment date will be determined as follows:

(a) The Landlord must adjust the annual rent on the basis of increases (and not decreases) in the CPI by giving notice to the Tenant of the increase (if any) using the formula:

$$A = B \times (C \div D)$$

Where:

A = the CPI reviewed rent from the relevant CPI rent adjustment date

B = the annual rent payable immediately before the relevant CPI rent adjustment date

C = CPI for the quarter year ending immediately before the relevant CPI rent adjustment date

D = CPI for the quarter year ending immediately before the last CPI rent adjustment date or, if there is no previous rent adjustment date, the commencement date of the then current term of this lease (and in the case where A is the CPI adjustment rent for a renewal date, then the last rent adjustment date of the immediately preceding lease term or, if there is no rent adjustment date, the commencement date of the preceding term)

where (C÷D) must not be less than 1.

(b) If the CPI is discontinued and not replaced, or if there is a material change to the basis of calculation of the CPI, an appropriate index which reflects the change in the cost of living in New Zealand as agreed by the parties and failing agreement to be determined by an expert appointed by the president or vice president of The Law Association of New Zealand Incorporated will be used.

(c) If the relevant CPI is not published at the relevant CPI rent adjustment date, as soon as the CPI is published, an appropriate adjustment will be made to the rent (if necessary) with effect from the relevant CPI rent adjustment date.

(d) Notwithstanding any other provision of clause 2.5, the annual rent payable as from the relevant CPI rent adjustment date will be no less than, nor will it be more than, respectively, any lower or upper amount specified in the First Schedule.

2.6 The new rent determined pursuant to clause 2.5 will be payable from the relevant CPI rent adjustment date once it is determined by the Landlord giving notice under that clause. Pending determination of the new rent, the Tenant must pay the rent that applies prior to the CPI rent adjustment date. On determination of the new rent, the Tenant must immediately pay any shortfall to the Landlord.

Fixed Rent Adjustment

~~2.7 The annual rent payable from each fixed rent adjustment date will increase by the percentage, or to the amount, specified in the First Schedule for the adjustment date.~~

Outgoings

3.1 The Tenant must pay the outgoings properly and reasonably incurred in respect of the property which are specified in the First Schedule. Where any outgoing is not separately assessed or levied in respect of the premises then the Tenant must pay such proportion of it as is specified in the First Schedule or if no proportion is specified then such fair proportion as will be agreed or failing agreement determined by arbitration.

3.2 The Landlord must vary the proportion of any outgoing payable to ensure that the Tenant pays a fair proportion of the outgoing, including to ensure fairness between all tenants of the property where the use or occupation by one tenant increases the outgoings incurred by the Landlord in respect of the property.

3.3 If any outgoing is rendered necessary by another tenant of the property or that tenant's employees, contractors or invitees causing damage to the property or by another tenant failing to comply with that tenant's leasing obligations, then that outgoing will not be payable by the Tenant.

3.4 The outgoings must be apportioned between the Landlord and the Tenant in respect of periods current at the commencement and termination of the term.

3.5 The outgoings will be payable on demand or if required by the Landlord by monthly instalments on each rent payment date of a reasonable amount as the Landlord will determine calculated on an annual basis. Where any outgoing has not been taken into account in determining the monthly instalments, it will be payable on demand.

~~3.6 Before each anniversary of the commencement date or before such other date in each year as the Landlord may specify to the Tenant in writing, the Landlord must provide to the Tenant in writing details of the Landlord's budgeted outgoings for the next following year.~~

3.7 In respect of each anniversary of the commencement date or such other date in each year as the Landlord may have specified, and after the end of the term, if requested by the Tenant, the Landlord must supply to the Tenant copies of the assessments, levies and accounts relating to the relevant outgoings as to enable the Tenant to verify the quantum and purpose of the relevant outgoings ~~and a comparison to any budget previously notified by the Landlord to the Tenant under clause 3.6.~~

3.8 Any over payment of an outgoing by the Tenant must be credited or refunded to the Tenant and any deficiency will be payable to the Landlord on demand. No outgoing will be recoverable by the Landlord where an estimate or actual amount is notified more than 24 months after an outgoing has been incurred.

3.9 The Tenant's liability to pay management expenses is limited to reasonable administration expenses relating to the reasonable and proper management by the Landlord of the tenancy. Any profit derived by the Landlord and if a company by its shareholders either directly or indirectly from the management of the property will not comprise part of the management expenses payable as an outgoing.

3.10 However, clause 3.9 does not limit the Tenant's liability to pay a portion of body corporate management expenses properly allocated to the premises except where the Landlord controls the body corporate and appoints itself or a related party as manager of the body corporate.

Goods and Services Tax

- 4.1 The Tenant must pay to the Landlord or as the Landlord directs the GST payable by the Landlord in respect of the rent and other payments payable by the Tenant under the Lease. The GST in respect of the rent will be payable on each occasion when any rent payment falls due for payment and in respect of any other payment will be payable upon demand.
- 4.2 If the Tenant makes default in payment of the rent or other moneys payable under the Lease and the Landlord becomes liable to pay Default GST, then the Tenant must on demand pay to the Landlord the Default GST in addition to interest payable on the unpaid GST under clause 5.1.

Interest on Unpaid Money

- 5.1 If the Tenant defaults in payment of the rent or other moneys payable under the Lease for 10 working days, then the Tenant must pay on demand interest at the default interest rate on the moneys unpaid from the due date for payment to the date of payment.
- 5.2 Unless a contrary intention appears in the First Schedule or elsewhere in the Lease, the default interest rate is equivalent to the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the default interest is payable, plus 5 per cent per annum.

Costs

- 6.1 Each party must pay their own costs of the negotiation and preparation of the Lease and any deed recording a rent review or renewal. The Tenant must pay the Landlord's reasonable costs incurred in considering any request by the Tenant for the Landlord's consent to any matter contemplated by the Lease. Each party must pay the other party's reasonable legal costs (as between lawyer and client) of and incidental to the enforcement of the other party's rights remedies and powers under the Lease.

LANDLORD'S PAYMENTS

Outgoings

- 7.1 Subject to the Tenant's compliance with the provisions of clause 3, the Landlord must pay all outgoings in respect of the property not payable by the Tenant direct. The Landlord will be under no obligation to minimise any liability by paying any outgoing or tax prior to receiving payment from the Tenant.

MAINTENANCE AND CARE OF PREMISES

Tenant's Obligations

- 8.1 The Tenant must:
 - (a) **Maintain the premises**
In a proper and workmanlike manner and to the reasonable requirements of the Landlord, keep and maintain the interior of the premises in the same clean order, repair and condition as they were in at the commencement date of the Lease (or when the Lease is renewed, the commencement date of the initial term of the Lease). The premises condition report (if completed) will be evidence of the condition of the premises at the commencement date of the Lease. The Tenant will not be liable for fair wear and tear arising from reasonable use.
 - (b) **Breakages and minor replacements**
Repair or replace glass breakages with glass of the same or better weight and quality, repair breakage or damage to all doors, windows, light fittings and power points of the premises and replace light bulbs, tubes and power points that wear out with items of the same or better quality and specification.
 - (c) **Painting**
Paint and decorate those parts of the interior of the premises which have previously been painted and decorated as at the commencement date of the Lease (or where the Lease is renewed the commencement date of the initial term of the Lease) when they reasonably require repainting and redecoration to a specification as approved by the Landlord, such approval not to be unreasonably or arbitrarily withheld or delayed.
 - (d) **Floor coverings**
Keep all floor coverings in the premises clean and replace all floor coverings worn or damaged other than by fair wear and tear with floor coverings of the same or better quality, specification and appearance when reasonably required by the Landlord. If any part of a floor covering requires replacement, then the whole of the floor covering must be replaced, unless the part may be replaced without adversely affecting the appearance of the whole floor covering.
 - (e) **Damage or Loss**
Make good any damage to the property or loss caused by improper, careless or abnormal use by the Tenant or those for whom the Tenant is responsible to the Landlord's reasonable requirements.
- 8.2 Where the Tenant is leasing all of the property, the Tenant must:
 - (a) **Care of grounds**
~~Keep any grounds, yards, surfaced areas and accessways in a clean and tidy condition and maintain any garden or lawn areas in a tidy and cared for condition. As provided for in clause 56 and the Ninth Schedule.~~
 - (b) **Water and drainage**
Keep and maintain the storm or waste water drainage system including downpipes and guttering clear and unobstructed.
 - (c) **Other works**
Carry out maintenance and repairs to the property in respect of which outgoings are payable by the Tenant and which have been notified by the Landlord in writing.
- 8.3 Notwithstanding clause 8.1(a), the Tenant will not be liable for the maintenance or repair of any building services but this clause will not release the Tenant from any obligation to pay for the cost of any service maintenance contract or charges in respect of the maintenance or repair of the building services if it is an outgoing specified in the First Schedule but only to the extent specified in the First Schedule.

- 8.4** The Tenant will not be liable to carry out or pay for the cost of carrying out (whether directly or as part of the outgoings):
- (a) repairs to inherent defects in the premises or the building;
 - (b) structural repairs to the premises or the building, except as expressly provided for in clause 3.1 and clause 8.1(e) and as specified in the First Schedule.

The parties agree that, in the event of any conflict between this clause 8.4 and any other clause of the Lease, this clause will prevail.

- 8.5** If the Landlord gives the Tenant written notice of any failure on the part of the Tenant to comply with any of the requirements of clauses 8.1 or 8.2, the Tenant must with all reasonable speed so comply.

Toilets

- 9.1** The toilets sinks and drains must be used for their designed purposes only and no substance or matter will be deposited in them which could damage or block them.

Rubbish Removal

- 10.1** The Tenant must regularly cause all of the Tenant's rubbish and recycling to be removed from the property and must keep the Tenant's rubbish bins or containers in a tidy condition. The Tenant must also at the Tenant's own expense cause to be removed all trade waste boxes and other goods or rubbish not removable in the ordinary course by the local authority.

Landlord's Maintenance

- 11.1** The Landlord must keep and maintain the building, all building services and the car parks in good order and repair and weatherproof but the Landlord will not be liable for any:
- (a) Repair or maintenance which the Tenant is responsible to undertake.
 - (b) Loss suffered by the Tenant arising from any want of repair or defect unless the Landlord has received notice in writing of that from the Tenant and has not within a reasonable time after that taken appropriate steps to remedy the same.
- 11.2** The Landlord may, without releasing the Landlord from liability under clause 11.1, keep and maintain service maintenance contracts for lifts, air-conditioning and at the Landlord's option any other building services supplied by the Landlord. Whenever building services cannot be maintained in good order and repair through regular maintenance, the Landlord will if reasonably required replace the services with services of a similar type and quality.
- 11.3** The Tenant will be liable to reimburse the Landlord for the cost of any such repair, maintenance or service maintenance contract pursuant to clauses 11.1 and 11.2 if it is an outgoing specified in the First Schedule but only to the extent specified in the First Schedule.

Notification of Defects

- 12.1** The Tenant must give to the Landlord prompt written notice of any accident to or defect in the premises of which the Tenant may be aware and in particular in relation to any pipes or fittings used in connection with the water, electrical gas or drainage services.

Landlord's Right of Inspection

- 13.1** The Landlord and the Landlord's employees, contractors and invitees may at all reasonable times and after having given reasonable prior written notice to the Tenant (except in the case of emergencies when no notice is required) enter upon the premises to view their condition.

Landlord may Repair

- 14.1** If default is made by the Tenant in the due and punctual compliance with any repair notice given by the Landlord pursuant to this lease, or if any repairs for which the Tenant is responsible require to be undertaken as a matter of urgency, then, without prejudice to the Landlord's other rights and remedies expressed or implied, the Landlord may by the Landlord's employees and contractors with all necessary equipment and material at all reasonable times and after having given reasonable prior written notice (except in the case of emergencies when no notice is required) enter the premises to execute the works. Any moneys expended by the Landlord in executing the works will be payable by the Tenant to the Landlord upon demand together with interest on the moneys expended at the default interest rate from the date of expenditure to the date of payment.

Access for Works

- 15.1** The Tenant must permit the Landlord and the Landlord's employees and contractors at all reasonable times and after having given reasonable prior written notice (except in the case of emergencies when no notice is required) to enter the premises for a reasonable period to inspect and carry out works to the premises or the property and to install, inspect, repair, renew or replace any services where they are not the responsibility of the Tenant or are required to comply with the requirements of any statutes, regulations, by-law or requirement of any competent authority. All repairs, inspections and works must be carried out with the least possible inconvenience to the Tenant subject to clauses 15.3 and 15.4.
- 15.2** If the Tenant's business use of the premises is materially disrupted because of the Landlord's works provided for in clause 15.1, then, during the period the works are being carried out, a fair proportion of the rent and outgoings will cease to be payable but without prejudice to the Tenant's rights if the disruption is due to a breach by the Landlord of the Landlord's obligation, under clause 15.1, to cause the least possible inconvenience to the Tenant.
- 15.3** If in the Landlord's reasonable opinion, the Landlord requires the Tenant to vacate the whole or part of the premises to enable the works referred to in clause 15.1 to be carried out, the Landlord may give the Tenant reasonable prior written notice requiring the Tenant to vacate the whole or part of the premises and specifying a reasonable period for which the Landlord requires possession. On the expiry of the notice, the Landlord may take possession of the premises or the part specified in the notice. A fair proportion of the rent and outgoings will cease to be payable during the period the Tenant vacates the premises as required by the Landlord.
- 15.4** The Landlord must act in good faith and have regard to the nature, extent and urgency of the works when exercising the Landlord's right of access or possession in accordance with clauses 15.1 and 15.3.

USE OF PREMISES

Business Use

16.1 The Tenant must not without the prior written consent of the Landlord use or permit the whole or any part of the premises to be used for any use other than the business use. The Landlord's consent must not be unreasonably or arbitrarily withheld or delayed in respect of any proposed use which is:

- (a) not in substantial competition with the business of any other occupant of the property which might be affected by the use; and
- (b) reasonably suitable for the premises; and
- (c) compliant with the requirements of the Resource Management Act 1991 or any other statutory provisions relating to resource management.

If any change in use renders any increased or extra premium payable in respect of any policy or policies of insurance on the premises, the Landlord as a condition of granting consent may require the Tenant to pay the increased or extra premium.

16.2 If any change in use requires compliance with sections 114 and 115 of the Building Act 2004, the Landlord, as a condition of granting consent, may require the Tenant to comply with sections 114 and 115 of the Act and to pay all compliance costs.

16.3 If the premises are a retail shop, the Tenant must keep the premises open for business during usual trading hours and fully stocked with appropriate merchandise for the efficient conduct of the Tenant's business.

Lease of Premises and Car Parks Only

17.1 The tenancy relates only to the premises and the car parks (if any) and the Landlord will at all times be entitled to use, occupy and deal with the remainder of the property without reference to the Tenant and the Tenant will have no rights in relation to it other than the rights of use under the Lease.

Neglect of Other Tenant

18.1 The Landlord will not be responsible to the Tenant for any act or default or neglect of any other tenant or invitee of any other tenant of the property. The Landlord and the Tenant will each be responsible for their respective invitees.

Signage (see Further Terms)

~~**19.1** The Tenant must not affix, paint or exhibit or permit to be affixed, painted or exhibited any name sign, nameplate, signboard or advertisement of any description on or to the exterior of the building without the prior approval in writing of the Landlord but approval must not be unreasonably or arbitrarily withheld or delayed in respect of signage describing the Tenant's business. If approved, the signage must be secured in a substantial and proper manner so as not to cause any damage to the building or injury to any person.~~

Consent to Additions and Alterations

20.1 The Tenant must neither make nor allow to be made any alterations or additions to any part of the premises or alter the external appearance of the building without first producing to the Landlord on every occasion plans and specifications and obtaining the written consent of the Landlord (not to be unreasonably or arbitrarily withheld or delayed in the case of non-structural alterations only) for that purpose. The Landlord may withhold consent if an alteration or addition would prompt a requirement to upgrade the building, unless the Tenant agrees to meet all of the associated costs.

20.2 The Tenant, when undertaking any "building work" to the premises (as that term is defined in the Building Act 2004), must comply with all statutory requirements including the obtaining of building consents and code compliance certificates and meet all associated costs pursuant to that Act and must provide copies of the building consents and code compliance certificates to the Landlord.

Compliance with Statutes and Regulations

21.1 The Tenant must comply with the provisions of all statutes, ordinances, regulations and by-laws relating to the use of the premises by the Tenant or other occupant and must also comply with the provisions of all licences, requisitions and notices issued by any competent authority in respect of the premises or their use by the Tenant or other occupant. The Tenant must promptly provide the Landlord with a copy of all licences, requisitions and notices received from a competent authority pursuant to this clause.

21.2 The Tenant will not be:

- (a) Required to make any structural repairs alterations or additions nor to replace or install any plant or equipment except where required by reason of the particular nature of the business carried on by the Tenant or other occupant of the premises or the number or sex of persons employed on the premises.
- (b) Liable to discharge the Landlord's obligations as owner under the Building Act 2004 unless any particular obligation is the responsibility of the Tenant as an occupier of the premises.

21.3 The Landlord warrants that allowing the premises to be open to members of the public and allowing the use of the premises by members of the public at the commencement date will not be a breach of section 363 of the Building Act 2004. This clause does not apply to any "building work" (as defined in the Building Act 2004) relating to the fit-out of the premises by the Tenant.

21.4 The Tenant, when undertaking any building work to the premises, must comply with all statutory requirements including the obtaining of building consents and code compliance certificates and must not allow the premises to be open to members of the public or allow use of the premises by members of the public if that would be in breach of section 363 of the Building Act 2004.

21.5 The Landlord must not give consent to or carry out any building work in any part of the property which may cause the Tenant to be in breach of section 363 of the Building Act 2004 by allowing the premises to be open to members of the public and allowing the use of the premises by members of the public.

21.6 Without limiting the foregoing:

- (a) Each party must do all things reasonably necessary to comply with its obligations under the Health and Safety at Work Act 2015 and any approved codes of practice, standards or guidelines relating to health and safety in relation to the property, building, premises, fixtures, fittings, chattels and equipment.
- (b) The parties must, so far as is reasonably practicable, consult with, co-operate with, co-ordinate activities with each other, and keep each other reasonably informed on health and safety matters relating to the premises, including informing each other as soon as possible if there is a notifiable event (as that term is defined in the Health and Safety at Work Act 2015) in the premises, the building or on the property.

No Noxious, Illegal or Offensive Use

22.1 The Tenant must not:

- (a) Bring upon or store within the premises nor allow to be brought upon or stored within the premises any machinery, goods or things of an offensive, noxious, illegal or dangerous nature, or of a weight, size or shape as is likely to cause damage to the building or any surfaced area.
- (b) Contaminate the property and must undertake all works necessary to remove any contamination of the property caused by the Tenant whether or not it took place prior to the commencement date of the lease term. Contamination means any change to the physical chemical or biological condition of the property by a "contaminant" as that word is defined in the Resource Management Act 1991.
- (c) Use the premises or allow them to be used for any noisome, noxious, illegal or offensive trade or business.
- (d) Allow any act or thing to be done which may be or grow to be a nuisance, disturbance or annoyance to the Landlord, other tenants of the property or any other person, and generally the Tenant must conduct the Tenant's business upon the premises in a clean, quiet and orderly manner free from damage, nuisance, disturbance or annoyance to any such persons but the carrying on by the Tenant in a reasonable manner of the business use or any use to which the Landlord has consented will be deemed not to be a breach of this clause.

REINSTATEMENT, REMOVAL AND MAKE GOOD

Reinstatement and Make Good of Premises

23.1 The Tenant must, at the end or earlier determination of the term, quietly yield up the premises in the same clean order, repair and condition as they were in at the commencement date of the Lease (or where the Lease is renewed or extended, at the commencement date of the initial term of the Lease). The Tenant will not be liable under this clause for any fair wear and tear arising from reasonable use.

Reinstatement and Make Good of Signage

23.2 The Tenant must at the end or sooner determination of the term remove any signage installed pursuant to clause 19.1 and make good any damage occasioned in connection with the signage.

Additions and Alterations Made During Term

23.3 If the Landlord authorises any alterations or additions which are made before the commencement date or during the term of the Lease pursuant to clause 20.1, or if the Tenant carries out any alterations or additions during the term of the Lease which have not been authorised by the Landlord, the Tenant must at the Tenant's expense if required by the Landlord no later than the end or earlier termination of the term remove any alterations or additions and reinstate the premises to the standard that the premises were in at the commencement date of the Lease (or where the Lease is renewed or extended, at the commencement date of the initial term of the Lease). The Tenant will not be liable under this clause for any fair wear and tear arising from reasonable use. Ownership of the alterations or additions that are not removed by the end or earlier termination of the Lease may at the Landlord's election pass to the Landlord without compensation payable to the Tenant. If the Tenant fails to reinstate, then any costs incurred by the Landlord in reinstating the premises whether in whole or in part within 6 months of the end or earlier termination of the term will be recoverable from the Tenant.

Removal of Tenant's Fixtures, Fittings and Chattels

23.4 The Tenant may, and must if required by the Landlord at any time before and no later than the end or earlier termination of the term, remove all of the Tenant's fixtures, fittings and chattels. In addition to the Tenant's obligations to reinstate the premises pursuant to clause 23.3, the Tenant must make good at the Tenant's expense all resulting damage and, if the Tenant's fixtures, fittings and chattels are not removed by the end or earlier termination of the term, ownership of them may at the Landlord's election pass to the Landlord or the Landlord may remove them from the premises and forward them to a refuse collection centre. Where clause 29.1 applies, the time by which the Tenant must remove the Tenant's fixtures, fittings and chattels and make good all resulting damage will be extended to 5 working days after access to the premises is available.

23.5 The cost of making good resulting damage and the cost of removal and disposal of the Tenant's fixtures, fittings and chattels will be recoverable from the Tenant and the Landlord will not be liable to pay any compensation nor be liable for any loss suffered by the Tenant.

INSURANCE

Landlord must Insure

24.1 The Landlord must at all times during the term keep and maintain insurance of the type shown and for the risks specified in the First Schedule. If insurance cover required under this clause becomes unavailable during the term of the Lease or any renewal other than because of the Landlord's act or omission, the Landlord will not be in breach while cover is unavailable, provided the Landlord uses all reasonable endeavours on an ongoing basis to obtain cover. The Landlord will advise the Tenant in writing, and consult with the Tenant, whenever cover becomes unavailable and provide reasons as to the unavailability. The Landlord will also provide the Tenant with reasonable information relating to the cover when requested by the Tenant.

Excess Payable under Insurance Policy

24.2 The parties acknowledge and agree pursuant to section 271 of the Property Law Act 2007 that, to the extent of any excess payable regarding any insurance policy held by the Landlord, the excess will represent an amount for which the Landlord has not insured or has not fully insured the premises or the property against destruction or damage arising from the events that the section applies to.

24.3 If the Landlord makes any claim against its insurance for any destruction or damage because of any act or omission of the Tenant, the Tenant must pay the Landlord the amount of the excess not exceeding the sum specified in the First Schedule. If destruction or damage is caused by an act or omission of the Tenant but the cost of repair will be less than the amount of excess, the Tenant must pay the Landlord for the cost of the repair not exceeding the sum specified in the First Schedule.

- 24.4** If the Landlord makes any claim against its insurance for any destruction or damage that is not caused by any act or omission of the Tenant or of any other tenant of the building, the amount of the excess applied to the cost of repair not exceeding the sum specified in the First Schedule is an outgoing for the purpose of clause 3.
- 24.5** If the excess is increased by the Landlord's insurers as a result of any act or omission of the Tenant such that it exceeds the sum specified in the First Schedule, in addition to any other remedies available to the Landlord, the Tenant must pay the Landlord the increased amount in respect of any future claim on the insurance policy.

Tenant not to Void Insurance

- 25.1** The Tenant must not carry on or allow upon the premises any trade or occupation or allow to be done any act or thing which:
- Will make void or voidable any policy of insurance on the property.
 - May render any increased or extra premium payable for any policy of insurance except where in circumstances in which any increased premium is payable the Tenant has first obtained the consent of the insurer of the premises and the Landlord and made payment to the insurer of the amount of any such increased or extra premium as may be payable but the carrying on by the Tenant in a reasonable manner of the business use or of any use to which the Landlord has consented will be deemed not to be a breach of this clause.
 - Will render any increase in excess payable for any policy of insurance on the property.
- 25.2** In any case where in breach of clause 25.1 the Tenant has rendered any insurance void or voidable and the Landlord has suffered loss or damage by that the Tenant must at once compensate the Landlord in full for such loss or damage.

When Tenant to have Benefit of Landlord's Insurance

- 26.1** Where the property is destroyed or damaged by fire, flood, explosion, lightning, storm, earthquake, volcanic activity or any risk against which the Landlord is (or has covenanted with the Tenant to be) insured, the Landlord will not require the Tenant to meet the cost of making good the destruction or damage to the property and will indemnify the Tenant against such cost where the Tenant is obligated to pay for making good such damage or destruction. The Landlord does not have to indemnify the Tenant and the Tenant will not be excused from liability under this clause if and to the extent that:
- the destruction or damage was intentionally caused by the Tenant or those for whom the Tenant is responsible; or
 - the destruction or damage was the result of an act or omission by the Tenant or those for whom the Tenant is responsible and that act or omission:
 - occurred on or about the property; and
 - constitutes an imprisonable offence; or
 - any insurance moneys that would otherwise have been payable to the Landlord for the damage or destruction are rendered irrecoverable in consequence of any act or omission of the Tenant or those for whom the Tenant is responsible.

DAMAGE TO OR DESTRUCTION OF PREMISES

Total Destruction

- 27.1** If the premises or any portion of the building of which the premises may form part are destroyed or so damaged:
- as to render the premises untenable, then the term will at once terminate from the date of destruction or damage; or
 - in the reasonable opinion of the Landlord as to require demolition or reconstruction, then the Landlord may within 3 months of the date of damage give the Tenant 20 working days' notice to terminate and a fair proportion of the rent and outgoings will cease to be payable as from the date of damage.
- Any termination pursuant to this clause will be without prejudice to the rights of either party against the other.

Partial Destruction

- 28.1** If the premises or any portion of the building of which the premises may form part are damaged but not so as to render the premises untenable and:
- the Landlord's policy or policies of insurance have not been invalidated or payment of the policy moneys refused in consequence of some act or default of the Tenant; and
 - all the necessary permits and consents are obtainable,
- the Landlord must with all reasonable speed expend all the insurance moneys received by the Landlord in respect of such damage towards repairing such damage or reinstating the premises or the building but the Landlord will not be liable to expend any sum of money greater than the aggregate amount of the insurance money received and any excess under the insurance policy.
- 28.2** Any repair or reinstatement may be carried out by the Landlord using such materials and form of construction and according to such plan as the Landlord thinks fit and will be sufficient so long as it is reasonably adequate for the Tenant's occupation and business use of the premises, having regard to the standard of the premises at the time of partial destruction so that the Tenant is in no worse position than before the destruction or damage occurred.
- 28.3** Until the completion of the repairs or reinstatement, a fair proportion of the rent and outgoings will cease to be payable as from the date of damage.
- 28.4** If any necessary permit or consent is not obtainable or the insurance moneys received by the Landlord will be inadequate for the repair or reinstatement, then the term will at once terminate but without prejudice to the rights of either party against the other.

No Reinstatement

- 28.5** If the term is terminated pursuant to clause 27.1 or clause 28.4:
- the Tenant's obligations under clauses 23.1 to 23.3 do not apply; but
 - clauses 23.4 and 23.5 otherwise apply except for the Landlord's right to require the removal of the Tenant's fixtures, fittings and chattels.

NO ACCESS IN EMERGENCY

Rent abatement

- 29.1** If there is an emergency and the Tenant is unable to gain access to the premises to fully conduct the Tenant's business from the premises because of reasons of safety of the public or property or the need to prevent, reduce or overcome any hazard, harm or loss that may be associated with the emergency including:
- a prohibited or restricted access cordon applying to the premises; or
 - prohibition on the use of the premises pending the completion of structural engineering or other reports and appropriate certifications required by any competent authority that the premises are fit for use; or
 - restriction on occupation of the premises by any competent authority,
- then a fair proportion of the rent and outgoings will cease to be payable for the period commencing on the date when the Tenant became unable to gain access to the premises to fully conduct the Tenant's business from the premises until the inability ceases.
- 29.2** For the purposes of clause 29.1, the fair proportion of the rent and outgoings which will cease to be payable is the percentage specified in the First Schedule.

Review of proportion

- 29.3** At any time after the period of 20 working days commencing on the date when the Tenant became unable to gain access to the premises to fully conduct its business from the premises and before the date that is 3 months after that access is restored, either party may, by giving written notice to the other, require the proportion to be reviewed, for the emergency in question only, on the grounds that it has become apparent that the percentage specified in the First Schedule is not a fair proportion having regard to the relative effect on each party's position as a result of the application of clause 29.1 and the inability to gain access.
- 29.4** Immediately following service of notice under clause 29.3, the parties must endeavour to agree upon whether the proportion specified by the First Schedule should be reviewed and, if so, the amount of the reviewed proportion, but if agreement is not reached within 10 working days, then either party may require the matter to be submitted to arbitration as a dispute under clauses 48.2 to 48.4.
- 29.5** Pending agreement being reached or the dispute being determined by arbitration, the Tenant must continue to pay rent at the amount determined by clauses 29.1 and 29.2. Upon agreement being reached or the dispute being determined by arbitration, any overpayment must be applied in payment or part payment of the next month's rent and any amount then remaining must immediately be refunded to the Tenant. Any shortfall must immediately be paid to the Landlord.

Termination

- 29.6** This clause 29.6 applies where clause 29.1 applies and the premises or building of which the premises form part are not totally or partially destroyed or damaged resulting in the Lease being cancelled as provided for in clauses 27.1 or 28.4. Either party may terminate the Lease by giving 10 working days written notice to the other if:
- the Tenant is unable to gain access to the premises for the period specified in the First Schedule; or
 - the party that terminates the Lease can at any time prior to termination establish with reasonable certainty that the Tenant will be unable to gain access to the premises for that period.
- Any termination pursuant to this clause will be without prejudice to the rights of either party against the other.

DEFAULT

Cancellation

- 30.1** The Landlord may (in addition to the Landlord's right to apply to the Court for an order for possession) and subject to section 245(2) of the Property Law Act 2007 cancel this lease by re-entering the premises at the time or at any time after that:
- If the rent is in arrears 10 working days after any rent payment date and the Tenant has failed to remedy that breach within 10 working days after service on the Tenant of a notice in accordance with section 245 of the Property Law Act 2007.
 - In the case of a breach by the Tenant of any covenant or agreement on the Tenant's part expressed or implied in the Lease (other than the covenant to pay rent) after the Tenant has failed to remedy that breach within the period specified in a notice served on the Tenant in accordance with section 246 of the Property Law Act 2007.
 - If the Tenant makes or enters into or endeavours to make or enter into any composition, assignment or other arrangement with or for the benefit of the Tenant's creditors.
 - In the event of the insolvency, bankruptcy, statutory management, voluntary administration, receivership or liquidation of the Tenant.
 - If the Tenant suffers execution to issue against the Tenant's property, goods or effects under any judgment against the Tenant in any Court for a sum in excess of five thousand dollars (\$5,000).
- The term will terminate on the cancellation but without prejudice to the rights of either party against the other.

Essentiality of Payments

- 31.1** Failure to pay rent or other moneys payable under the Lease on the due date will be a breach going to the essence of the Tenant's obligations under the Lease. The Tenant must compensate the Landlord and the Landlord will be entitled to recover damages from the Tenant for such breach. This entitlement will subsist notwithstanding any determination of the Lease and will be in addition to any other right or remedy which the Landlord may have.
- 31.2** The acceptance by the Landlord of arrears of rent or other moneys will not constitute a waiver of the essentiality of the Tenant's continuing obligation to pay rent and other moneys.

Repudiation

- 32.1** The Tenant must compensate the Landlord and the Landlord will be entitled to recover damages for any loss or damage suffered by reason of any acts or omissions of the Tenant constituting a repudiation of the Lease or the Tenant's obligations under the Lease. Such entitlement will subsist notwithstanding any determination of the Lease and will be in addition to any other right or remedy which the Landlord may have.

QUIET ENJOYMENT AND NON-DEROGATION

- 33.1** The Tenant paying the rent and performing and observing all the covenants and agreements expressed and implied in the Lease will quietly hold and enjoy the premises throughout the term without any interruption by the Landlord or any person claiming under the Landlord.
- 33.2** The Landlord must not derogate from the grant of the Lease.

RENEWAL OF LEASE

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- 34.1** If the Tenant has given to the Landlord written notice to renew this lease at least 2 calendar months (or such other period as is specified in the First Schedule) before the end of the term and is not at the date of the giving of the notice nor at the renewal date in material breach of this lease, then the Landlord must grant a new lease for a further term from the renewal date as follows:
- (a) If the renewal date is a market rent review date, clauses 2.1 and 2.2 apply.
 - (b) If the renewal date is a CPI adjustment date, the annual rent will be determined in accordance with clause 2.5.
 - (c) If the renewal date is a fixed adjustment date, the annual rent will be determined in accordance with clause 2.7.
 - (d) Subject to the provisions of paragraphs (a) to (c), the new lease will be upon and subject to the covenants and agreements expressed and implied in the Lease except that the term of the Lease plus all further terms will expire on or before the final expiry date.
 - (e) The annual rent will be subject to review or adjustment during the term of the new lease on the rent review and adjustment dates specified in the First Schedule.
 - (f) The Landlord as a condition of granting a new lease shall be entitled to:
 - (1) have the new lease guaranteed by any guarantor who has guaranteed the Lease on behalf of the Tenant who has given notice to renew; and
 - (2) the security of a bank guarantee that has been given on behalf of the Tenant who has given notice adjusted if required to cover any adjustment in the annual rent payable from the renewal date; and
 - (3) the retention and top up of any rental bond that has been provided by the Tenant who has given notice to renew, including all interest earned on it and adjusted if required to cover any adjustment in the annual rent payable from the renewal date.
 - (g) If the renewal date is a market rent review date, pending the determination of the rent, the Tenant must pay an interim rent in accordance with clauses 2.3 and 2.4.
 - (h) The parties will not be released by the renewal of the Lease from any liability for any breach under the Lease.

ASSIGNMENT OR SUBLETTING

- 35.1** The Tenant must not assign, sublet or otherwise part with the possession of the premises, the car parks (if any) or any part of them without first obtaining the written consent of the Landlord which must not be unreasonably or arbitrarily withheld or delayed if the following conditions are fulfilled:
- (a) In the case of assignment, the assignment must not be of part of the premises.
 - (b) The Tenant proves to the reasonable satisfaction of the Landlord (having regard to any existing securities for the performance of the tenant's obligations available to the Landlord after the assignment or subletting) that the proposed assignee or subtenant is (and in the case of a company, that the shareholders of the proposed assignee or subtenant are) reputable, responsible and has the financial resources to meet the Tenant's commitments under the Lease and, in the case of the subtenant, the subtenant's commitments under the sublease. The Tenant must give the Landlord any additional information reasonably required by the Landlord.
 - (c) All rent and other moneys payable have been paid and there is no material subsisting breach of any of the Tenant's covenants.
 - (d) In the case of an assignment, a deed of covenant in customary form approved or prepared by the Landlord is duly executed and delivered to the Landlord by the assignee.
 - (e) In the case of an assignment to a company (other than a company listed on the main board of a public stock exchange in New Zealand or Australia), any one or more of the following securities are provided to the Landlord if required by the Landlord acting reasonably having regard to any existing securities for the performance of the Tenant's obligations that remain available to the Landlord after the assignment or subletting:
 - (1) a deed of guarantee in customary form approved or prepared by the Landlord duly executed by the principal shareholders of that company and delivered to the Landlord; or
 - (2) a bank guarantee from a registered trading bank in New Zealand for a reasonable amount (which may or may not be a bank guarantee amount previously required under the Lease) and on reasonable terms approved by the Landlord acting reasonably as security for the performance by the company of its obligations under the Lease (to which clauses 38.1 to 38.8 apply with all necessary modifications); or
 - (3) a rental bond for a reasonable amount (which may or may not be a rental bond amount previously required under the Lease) (to which clauses 38.9 to 38.19 will apply with all necessary modifications).
 - (f) The Tenant pays the Landlord's reasonable costs and disbursements in respect of the approval and the preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable inquiries made by or on behalf of the Landlord concerning any proposed assignee, subtenant or guarantor. All such costs will be payable whether or not the assignment or subletting proceeds.
- 35.2** Where the Landlord consents to a subletting, the consent will extend only to the subletting and, notwithstanding anything contained or implied in the sublease, the consent will not permit any subtenant to deal with the sublease in any way in which the Tenant is restrained from dealing without consent.
- 35.3** Where any Tenant is a company which is not listed on the main board of a public stock exchange in New Zealand or Australia, then any change in the legal or beneficial ownership of its shares or the shares of its shareholder or issue of new capital in the company or its shareholder where in any case there is a change in the effective management or control of the company will require the written consent of the Landlord which will not be unreasonably or arbitrarily withheld or delayed.

UNIT TITLE PROVISIONS

~~36.1~~ Clause 36 applies where the property is part of a unit title development.

~~Body Corporate~~

~~36.2~~ The expression "Body Corporate" means the Body Corporate under the Unit Titles Act 2010 (in clauses 36.2 to 36.7, "the Act") in respect of the property.

~~Act and Rules Paramount~~

~~36.3~~ The Lease is subject to the provisions of the rules of the Body Corporate and the provisions of the Act.

~~Insurance~~

~~36.4~~ Unless the Body Corporate has resolved that the Landlord is to insure the building, the Landlord's obligation to insure the building will be satisfied by the Body Corporate maintaining insurance cover in accordance with the Act.

~~Landlord's Obligations~~

~~36.5~~ The Landlord must observe and perform all of the Landlord's obligations as a member of the Body Corporate and must use the Landlord's best endeavours to ensure that the Body Corporate complies with its rules and the provisions of the Act.

~~Tenant's Obligations~~

~~36.6~~ The Tenant must comply with the rules of the Body Corporate and the provisions of the Act to the extent that they apply to the Tenant's use of the property.

~~Consents~~

~~36.7~~ Where in the Lease the consent of the Landlord is required in respect of any matter, then the like consent of the Body Corporate must also be required if the consent of the Body Corporate to the matter would be necessary under its rules or the Act.

CAR PARKS

37.1 The Tenant will have the right to exclusive possession of the leased car parks, but when any car park is not being used by the Tenant other persons will be entitled to pass over the same.

37.2 The Landlord may carry out repairs to the car parks and no abatement of rent or other compensation will be claimed by the Tenant except pursuant to clauses 27.1 or 28.3.

37.3 The Tenant must comply with the Landlord's reasonable requirements relating to the use of the car parks and access to them and in particular must only use the car parks for the parking of one motor vehicle per parking space.

37.4 The provisions of this Second Schedule will apply to the car parks as appropriate.

SECURITY AGAINST DEFAULT

~~Bank Guarantee~~

~~38.1~~ Clauses 38.2 to 38.8 apply:

- ~~(a)~~ to the original Tenant if the First Schedule specifies that to be the case; and
- ~~(b)~~ to an assignee who is required to provide a bank guarantee in accordance with clause 35.1(e)(2) (with all necessary modifications);

~~38.2~~ The Tenant must provide the Landlord with a bank guarantee from a registered trading bank in New Zealand, on a form and on terms acceptable to the Landlord acting reasonably, under which the relevant bank undertakes unconditionally to pay to the Landlord on demand any sum up to an aggregate equivalent to the bank guarantee amount specified in the First Schedule (or where a bank guarantee is provided in accordance with clause 35.1(e)(2), the relevant bank guarantee amount required under that clause). The Tenant who has provided a bank guarantee and is the tenant at a rent review or rent adjustment date will, if required by the Landlord, provide a replacement bank guarantee or additional bank guarantee for any increase in rent to preserve the proportion that the total bank guarantee amount bears to the rent).

~~38.3~~ If the Tenant defaults in the payment of the annual rent or other money, or the performance of any obligation under the Lease, the Landlord may at any time and without notice to the Tenant call upon the bank guarantee and apply it in satisfaction (in whole or in part) of the outstanding obligation of the Tenant and towards making good any loss or damage sustained by the Landlord as a result of the default.

~~38.4~~ Promptly following a call on the bank guarantee:

- ~~(a)~~ in respect of unpaid rent or other money payable under the Lease, the Landlord must give the Tenant a written statement of the amounts unpaid; or
- ~~(b)~~ in order to reimburse the Landlord for expenditure incurred in remedying any other default by the Tenant, the Landlord must give the Tenant relevant details of that expenditure (including, where appropriate, copies of the invoices and receipts for the amounts expended);

~~38.5~~ The Tenant must promptly ensure the bank guarantee amount secured by the bank guarantee is restored to the bank guarantee amount required under clause 38.2 following a call upon the bank guarantee and payment by the bank to the Landlord under clause 38.3 as a result of the Tenant's default.

~~38.6~~ No action under clause 38.3 will operate as a waiver of the relevant default.

~~38.7~~ The Landlord must notify the bank under the bank guarantee to release the bank guarantee on the last to occur of the following:

- ~~(a)~~ the expiry of this lease (including any renewed term or period of holding over);
- ~~(b)~~ the making good of all damage and yielding up the premises as required by the Lease;
- ~~(c)~~ compliance by the Tenant of all of its obligations under the Lease.

~~38.8~~ If the Landlord transfers the Landlord's interest in the property, the Tenant must, if requested by the Landlord, provide a replacement bank guarantee for the same bank guarantee amount then secured under the bank guarantee to be replaced for the benefit of the transferee at the Landlord's cost. The Tenant must provide that replacement bank guarantee as soon as reasonably practicable after the request. The Landlord will contemporaneously provide a release of the bank guarantee that is replaced.

Rental Bond

38.9 Clauses 38.10 to 38.19 apply:

- (a) to the original Tenant if the First Schedule specifies that to be the case; and
- (b) to an assignee who is required to provide a rental bond in accordance with clause 35.1(e)(3) (with all necessary modifications).

38.10 The Tenant must provide the Landlord with a rental bond for the rental bond amount specified in the First Schedule (or, where a rental bond is provided in accordance with clause 35.1(e)(3), the relevant rental bond amount required under that clause). The Tenant who has provided a rental bond and is the tenant at a rent review or rent adjustment date will, if required by the Landlord, provide a top-up of the rental bond amount for any increase in rent to preserve the proportion that the total rental bond amount bears to the rent):

38.11 The rental bond will be held by the Landlord or the Landlord's solicitor as security for the performance by the Tenant of its obligations under the Lease. Any interest earned on the rental bond, while it is held by the Landlord or the Landlord's solicitor, will accrue and be added to the rental bond and may be used by the Landlord in accordance with clause 38.12:

38.12 If the Tenant defaults in the payment of the annual rent or other money or the performance of any obligation under the Lease, the Landlord may, without prior notice to the Tenant, deduct from the rental bond an amount required to satisfy the outstanding obligation of the Tenant and towards making good any loss or damage sustained by the Landlord as a result of the default:

38.13 Promptly following a deduction:

- (a) in respect of unpaid rent or other money payable under the Lease, the Landlord must give the Tenant a written statement of the amounts unpaid; or
- (b) in order to reimburse the Landlord for expenditure incurred in remedying any other default by the Tenant, the Landlord must give the Tenant relevant details of that expenditure (including, where appropriate, copies of the invoices and receipts for the amounts expended):

38.14 The Tenant must promptly pay to the Landlord an amount equal to the amount applied under clause 38.12 to restore the rental bond to the rental bond amount required under clause 38.10, following any permitted deduction under clause 38.12:

38.15 No action under clause 38.12 will operate as a waiver of the relevant default:

38.16 The Tenant agrees and acknowledges that the rental bond does not constitute rent in advance and that the Tenant must pay rent in accordance with this lease:

38.17 Subject to clauses 38.18 and 38.19 the rental bond less any deductions permitted under clause 38.12, and any interest earned on the rental bond, will be the property of the Tenant who provided the rental bond and must be released to it on compliance by the Tenant of all of its obligations under this lease:

38.18 On an assignment of the Lease, subject to the assignee complying with clause 35.1(c) as a condition of the assignment if required, the Landlord must promptly release any rental bond provided by the assignor less any deductions permitted under clause 38.12, and any interest earned on the rental bond, to the assignor:

38.19 If the Landlord transfers the Landlord's interest in the property, the Tenant must, if requested by the Landlord, provide a replacement rental bond for the same rental bond amount then secured under the rental bond to be replaced for the benefit of the transferee at the Landlord's cost. The Tenant must provide that replacement rental bond as soon as reasonably practicable after the request. The Landlord will contemporaneously provide a release of the rental bond that is replaced:

SEISMIC RATING

39.1 The parties record that the Landlord has provided the Tenant with a report or other information that assessed the seismic rating of the building at the rating specified in the First Schedule:

39.2 The Landlord must disclose to the Tenant any report or other information that the Landlord becomes aware of that contains a materially different assessment to the one provided under clause 39.1:

39.3 Further provisions (if any) relating to the status of the assessment or report and the seismic rating of the building are set out in the Third Schedule. Subject to anything to the contrary in the Third Schedule, the parties agree that clauses 39.1 and 39.2 do not constitute a representation or warranty about the seismic rating of the building and no consequences arise from the building being found to have a different seismic rating:

39.4 The parties' agreement (if any) in respect of other matters relating to the seismic rating of the building is set out in the Third Schedule:

GENERAL

Holding Over

40.1 If the Landlord permits the Tenant to remain in occupation of the premises after the expiration or sooner determination of the term, the occupation will be a periodic tenancy only terminable by at least 20 working days' notice given at any time with the tenancy terminating on the expiry of the notice at the rent then payable and otherwise on the same covenants and agreements (so far as applicable to a periodic tenancy) as expressed or implied under the Lease.

Access for Re-Letting or Sale

41.1 The Tenant must during the term permit the Landlord, the Landlord's representatives and prospective tenants or purchasers to have access to inspect the premises provided that:

- (a) Any such inspection is at a time which is reasonably convenient to the Tenant and after reasonable prior written notice is given by the Landlord.
- (b) The inspection is conducted in a manner which does not cause disruption to the Tenant.
- (c) If the Landlord or the Landlord's representatives are not present, the persons inspecting have written authority from the Landlord to do so.

41.2 For the purposes of advertising the premises for lease or for sale, the Landlord may erect signage on the building as follows:

- (a) Any signage must be reasonable in terms of quantity, size and location.
- (b) Signage advertising the premises "for lease" may only be erected during the last 3 calendar months before the end of the term if the Tenant has not given to the Landlord written notice to renew this lease pursuant to clause 34.1 or if there is no right of renewal remaining.

Suitability

42.1 No warranty or representation expressed or implied has been or is made by the Landlord that the premises are now suitable or will remain suitable or adequate for use by the Tenant or that any use of the premises by the Tenant will comply with the by-laws or ordinances or other requirements of any authority having jurisdiction.

Affirmation

43.1 A party to the Lease is not entitled to cancel the Lease if, with full knowledge of any repudiation or misrepresentation or breach of covenant, that party affirmed the Lease.

Waiver

44.1 No waiver or failure to act by either party in respect of any breach by the other will operate as a waiver of another breach.

Registrable Interests

45.1 The Landlord is not required to do any act or thing to enable the Lease to be registered and the Tenant must not lodge a caveat in respect of the Tenant's interest under the Lease.

Mortgagee's consent

46.1 As specified in the First Schedule, the Landlord is either not required to, or must use reasonable endeavours to, obtain the consent of any mortgagee of the property in respect of the Tenant's interest under the Lease.

Notices

47.1 All notices must be in writing and must be served by one of the following means:

- (a) In the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
- (b) In all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
 - (1) in the manner authorised by sections 354 to 361 of the Property Law Act 2007, or
 - (2) by personal delivery, or by posting by registered or ordinary mail, or by email.

47.2 In respect of the means of service specified in clause 47.1(b)(2), a notice is deemed to have been served:

- (a) in the case of personal delivery, when received by the addressee; and
- (b) in the case of posting by mail, on the second working day following the date of posting to the addressee's last known address in New Zealand.
- (c) In the case of email, when sent to the email address specified in the First Schedule, or another address notified by one party to the other and acknowledged by the addressee orally or by return email or otherwise in writing except that return emails generated automatically will not constitute an acknowledgement.

47.3 In the case of a notice to be served on the Tenant, if the Landlord is unaware of the Tenant's last known address in New Zealand, any notice placed conspicuously on any part of the premises will be deemed to have been served on the Tenant on the day on which it is affixed.

47.4 A notice will be valid if given by any director, general manager, lawyer or other authorised representative of the party giving the notice.

47.5 Where two or more notices are deemed to have been served at the same time, they will take effect in the order in which they would have been served but for clause 52.1(t).

47.6 Any period of notice required to be given under the Lease must be computed by excluding the date of service.

Arbitration

48.1 The parties must first endeavour to resolve any dispute or difference by agreement and if they agree by mediation.

48.2 Unless any dispute or difference is resolved by mediation or other agreement within 30 days of the dispute or difference arising, the same must be submitted to the arbitration of one arbitrator who must conduct the arbitral proceedings in accordance with the Arbitration Act 1996 or any other statutory provision then relating to arbitration. The obligation to submit to arbitration arises even if a party did not endeavour to resolve the dispute or difference under clause 48.1.

48.3 If the parties are unable to agree on the arbitrator, an arbitrator will be appointed, upon request of any party, by the president or vice president of The Law Association of New Zealand Incorporated. That appointment will be binding on all parties to the arbitration and will be subject to no appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject to this and varied accordingly.

48.4 The procedures prescribed in this clause will not prevent:

- (a) the Landlord from taking proceedings for the recovery of any rent or other moneys payable under the Lease which remain unpaid or from exercising the Landlord's right to cancel the Lease pursuant to clause 30.1 for such non-payment; or
- (b) the Tenant from applying to the Court for relief under sections 253, 258 and 261 of the Property Law Act 2007.

No Implied Terms

49.1 The covenants, conditions and powers implied in leases pursuant to the Property Law Act 2007 and sections 224 and 266(1)(b) of that Act will not apply to and are excluded from the Lease where allowed.

Limitation of Liability

50.1 If any person enters into the Lease as trustee of a trust, then:

- (a) That person warrants that:
 - (1) that person has power to enter into the Lease under the terms of the trust; and
 - (2) that person has properly signed the Lease in accordance with the terms of the trust; and
 - (3) that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into the Lease; and
 - (4) all of the persons who are trustees of the trust have approved entry into the Lease.

~~(b) If that person has no right to or interest in any assets of the trust except in that person's capacity as a trustee of the trust, that person's liability under the Lease will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired as a result of fraud or gross negligence, that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.~~

~~50.2 Notwithstanding clause 50.1, for a party to the Lease that is named in the First Schedule as a limited liability trustee, that person's liability will not be personal and unlimited but limited in accordance with clause 50.1(b).~~

Execution

51.1 The Lease may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same lease. A party may enter into this lease by signing a counterpart copy and sending it to the other party, including by email.

51.2 The Lease may be executed by an electronic method and a party doing so represents and warrants to the other party that the means of creating the electronic signature complies with section 228 of the Contract and Commercial Law Act 2017.

DEFINITIONS AND INTERPRETATION

52.1 In this lease:

- (a) "the building" means the building and other improvements of the Landlord on the property;
- (b) "building services" means all services provided by the Landlord as an integral part of the building for the general use and enjoyment of the building by its tenants or occupants including water, gas, electricity, lighting, air conditioning, heating and ventilation, telecommunications, lifts and escalators whether or not they are located within the premises.
- (c) "CPI" means the Consumer Price Index (All Groups) published by Statistics New Zealand or other government agency and any revised, replacement or substituted index.
- (d) "default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the Landlord (or where the Landlord is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under the Lease but does not include any sum levied against the Landlord (or where the Landlord is or was a member of a GST group its representative member) by reason of a default or delay by the Landlord after payment of the GST to the Landlord by the Tenant.
- (e) "emergency" for the purposes of clause 29 means a situation that:
 - (1) is a result of any event, whether natural or otherwise including an explosion, earthquake, eruption, tsunami, land movement, flood, storm, tornado, cyclone, serious fire, leakage or spillage of any dangerous gas or substance, infestation, plague, epidemic, pandemic, failure of or disruption to an emergency service; and
 - (2) causes or may cause loss of life or serious injury, illness or in any way seriously endangers the safety of the public or property; and
 - (3) the event is not caused by any act or omission of the Landlord or Tenant.
- (f) "GST" means the Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
- (g) "inherent defect" means any latent or inherent defect being a matter of disrepair in the structure of, or the installations of the plant and machinery in, the building which is attributable to:
 - (1) defective design of the building;
 - (2) defective workmanship or materials in the carrying out, or used in connection with, the construction of the building; or
 - (3) defective supervision of the construction of the building or the installation of anything in the building as part of the construction of the building,
 having regard to standards of design, workmanship, materials, supervision and installation in relation to buildings similar to the building current at the time the building was designed and constructed.
- (h) "premises" means the premises described in the First Schedule and includes all the Landlord's fixtures and fittings provided by the Landlord and those set out in the Fifth Schedule but does not include the Tenant's fixtures, fittings and chattels.
- (i) "registered valuer" means a valuer registered pursuant to the Valuers Act 1948.
- (j) "premises condition report" means the report as set out in the Seventh Schedule.
- (k) "renewal" means the granting of a new lease as provided for in clause 34.1.
- (l) "rules" in clause 36 means the Body Corporate operational rules under the Unit Titles Act 2010 and any amendments to those rules or replacement rules.
- (m) "structural repair" means a repair, alteration or addition to the structure or fabric of the building but excluding building services.
- (n) "Tenant's fixtures, fittings and chattels" means fixtures and fittings set out in the Sixth Schedule and any other fixtures and fittings and chattels belonging to the Tenant and installed or used in the premises before the commencement date or during the term of the Lease or any renewed lease.
- (o) "term" includes, where the context requires, a further term if the Lease is renewed.
- (p) "the common areas" means those parts of the property the use of which is necessary for the enjoyment of the premises and which is shared with other tenants and occupiers.
- (q) "the Landlord" and "the Tenant" means where appropriate the executors, administrators, successors and permitted assigns of the Landlord and the Tenant.
- (r) "property" means the land and building of the Landlord which comprises or contains the premises. Where the premises are part of a unit title development, the words "the property" mean the land and building(s) comprised in the development.
- (s) "those for whom the Tenant is responsible" includes the Tenant's agents, employees, contractors or invitees.

- (t) “working day” means any day of the week other than:
- (1) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign’s Birthday, and Labour Day;
 - (2) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
 - (3) a day in the period commencing on the 24th of December in any year and ending on the 5th day of January in the following year, both days inclusive; and
 - (4) the day observed as the anniversary of any province in which the property is situated;
 - (5) the day on which a public holiday is observed to acknowledge Matariki, pursuant to the Te Kāhui o Matariki Public Holiday Act 2022; and
 - (6) any other day that the Government of New Zealand declares to be a public holiday.
- A working day will be deemed to commence at 9.00 am and to terminate at 5.00 pm. Notices served after 5.00 pm on a working day, or on a day which is not a working day, shall be deemed to have been served on the next succeeding working day.
- (u) A reference in the Lease to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (v) A reference to the words “include” or “including” are to be interpreted without limitation.
- (w) If any inserted term (including any Further Term in the Third Schedule) conflicts with the covenants in the First, Second and Fourth Schedules, the inserted term will prevail.
- (x) Whenever words appear in the Lease that also appear in the First Schedule then those words will mean and include the details supplied after them in the First Schedule.
- (y) Where the context requires or admits, words importing the singular will import the plural and vice versa.
- (z) Where the Landlord's consent or approval to any matter is required under the Lease, then, unless expressly stated to the contrary in the Lease, in each case the Landlord:
- (1) must not unreasonably withhold consent or approval;
 - (2) may grant consent or approval subject to reasonable conditions; and
 - (3) must, within a reasonable time of the Landlord's consent or approval being requested:
 - (i) grant that consent or approval; or
 - (ii) notify the Tenant in writing that the consent or approval is withheld.



RELEASED UNDER THE LOCAL GOVERNMENT OFFICIAL INFORMATION AND MEETINGS ACT 1987

THIRD SCHEDULE

FURTHER TERMS (if any)

See attached.



RELEASED UNDER THE LOCAL GOVERNMENT OFFICIAL INFORMATION AND MEETINGS ACT 1987



FURTHER TERMS – DEED OF LEASE – FRASER PARK

53 AMENDMENTS TO THE FIRST SCHEDULE

53.1 Item 17 (Outgoings)

(a) Item 17 is amended by inserting further outgoing (14) as follows:

(14) *The costs incurred by the Landlord in maintaining the Turf in accordance with clause 55.2.*

54 AMENDMENTS TO THE SECOND SCHEDULE

54.1 Clause 1 (Rent)

A new clause 1.2 is amended by inserting the text below at the end of the clause:

1.2 *Notwithstanding the first sentence of clause 1.1, the annual rent (or as varied pursuant to any rent review or adjustment) will be paid monthly in arrears of the rent payment dates for the first term of this lease. For the further term(s) of this lease, the annual rent (or as varied pursuant to any rent review or adjustment) will be paid monthly in advance on the rent payment dates.*

54.2 Clause 34 (Renewal of Lease)

Clause 34.1 is amended by inserting the text below after the words "breach of this lease":

"and has achieved all of the KPIs in each year of the lease"

54.3 Clause 52 (Definitions and Interpretation)

The following definitions are inserted to clause 53:

"Activity Zone" means that part of the premises labelled Activity Zone on the plan attached to the Eighth Schedule.

"Bar" means that part of the premises labelled Bar on the plan attached to the Eighth Schedule.

"Café" means that part of the premises labelled Parkside Café on the plan attached to the Eighth Schedule.

"Car Parks" means those four (4) carparks as notified or marked by the Landlord as leased to the Tenant.

"Facilities" means each of the Activity Zone, Café, Kadima Lounge 1, Kadima Lounge 2, Meeting Room, Sauna, and Turf.

"Founding Member Clubs" means each of Avalon Rugby Club, Hutt Valley Dodgers Softball Club, Lower Hutt City Football Club, Taita District Cricket Club, Hutt City Squash and Hutt Valley Softball Association."

"H&S Requirements" means the Health and Safety at Work Act 2015, and all regulations and approved codes of practice.



"Kadima Lounge 1" means that part of the premises labelled Kadima Lounge 1 on the plan attached to the Eighth Schedule.

"Kadima Lounge 2" means that part of the premises labelled Kadima Lounge 2 on the plan attached to the Eighth Schedule.

"KPIs" means those key performance indicators set out in Tenth Schedule of this lease.

"Meeting Room" means any of the following rooms labelled Engine Room, Corporate Box or Cloud Nine on the plan attached to the Eighth Schedule.

"Sand Based Pitch" means that part of the Landlord's land which is known as such and at the commencement date, does not form part of this lease.

"Sauna" means that part of the premises which is a sauna.

"Turf" means that part of the premises outlined in red on the plan attached to the Eighth Schedule."

55 ANNUAL MAINTENANCE COSTS

55.1 s7(2)(b)(ii) [Redacted]

(a) s7(2)(b)(ii) [Redacted]

(b) s7(2)(b)(ii) [Redacted]

(c) s7(2)(b)(ii) [Redacted]

(d) s7(2)(b)(ii) [Redacted]

55.2 s7(2)(b)(ii) [Redacted]

(a) s7(2)(b)(ii) [Redacted]

(b) s7(2)(b)(ii) [Redacted]

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- (c) s7(2)(b)(ii) [Redacted]
- (i) s7(2)(b)(ii) [Redacted]
- (ii) s7(2)(b)(ii) [Redacted]
- (d) s7(2)(b)(ii) [Redacted]
- (e) s7(2)(b)(ii) [Redacted]

55.3 s7(2)(b)(ii) [Redacted]

- (a) s7(2)(b)(ii) [Redacted]
- (b) s7(2)(b)(ii) [Redacted]
- (c) s7(2)(b)(ii) [Redacted]
 - (i) s7(2)(b)(ii) [Redacted]
 - (ii) s7(2)(b)(ii) [Redacted]

56 FURTHER TENANT MAINTENANCE

56.1 Building

Without limiting clause 8, the Tenant will maintain the building in accordance with the requirements and specifications outlined in the Ninth Schedule.

57 FURTHER LANDLORD MAINTENANCE

57.1 Definitions

In this clause, unless the context otherwise requires, *Significant Maintenance* means maintenance to the Turf which will likely last more than three (3) weeks in duration and the Turf is not available for use as a sports turf.

57.2 General

Without limiting clause 11, the Landlord will maintain the premises in accordance with the requirements and specifications outlined in the Tenth Schedule. For clarity, the Landlord will not be responsible for any repairs, servicing and replacement due to any default by the Tenant (including those for whom the Tenant is responsible for).



57.3 Significant Maintenance to Turf

- (a) The Landlord will provide the Tenant with reasonable prior written notice when Significant Maintenance is required. The parties will agree (acting reasonably) the date in which the relevant works will commence.
- (b) The parties agree that while Significant Maintenance is being undertaken, a fair proportion of the rent will cease to be payable.

57.4 Other Maintenance and Turf Quality

- (a) The Landlord will maintain:
 - (i) the Turf in accordance with the specifications attached at the Fifteenth Schedule (to the extent applicable for a football turf); and
 - (ii) the grass, diamonds, trees, line markings and cricket pitch in accordance with the Landlord's requirements.
- (b) The Tenant may request the Landlord to change or replace the goal posts on the premises. The replacement will be carried out at the Tenant's cost (which for clarity does not include when that change or replacement is due to usual seasonal changes, or pursuant to the Landlord's renewal programme).

58 PUBLIC USE OF FACILITIES

58.1 Definitions

In this clause, unless the context requires otherwise:

Peak Times means:

- (a) on weekdays, from 3pm until closing; and
- (b) on weekends, from opening until closing.

58.2 General

The Tenant acknowledges that the premises being available to the public is of paramount importance to the Landlord. To avoid doubt, bookings by Capital Football for matches involving Phoenix teams is considered "public use". The Tenant further acknowledges that failure to make the premises publicly available (including provision for power, Wi-Fi and other reasonably necessary facilities) as required is a breach of an essential covenant of this lease.

58.3 Turf

Subject to the limitations/expansions (as applicable) noted in this clause 58, the premises will be generally open and available to the public for booking and as follows:

- (a) **Turf:** Between the hours of 8am to 10pm, 7 days a week
- (b) **The building:** Between the hours of 8am to 10pm, 7 days a week (and later where evening functions require). The public spaces in the building will be open on Saturdays and Sundays as needed to support community sport.



58.4 Tenant Use of the Turf

- (a) The Tenant will have preferential access to the Turf. The Tenant must, however, provide for the Turf to be available to the public for 40% of Peak Times. For clarity, the Tenant’s obligations regarding Peak Time availability during weekdays and weekend will be assessed separately.
- (b) Regardless of whether the Sand Based Pitch is part of the premises, the Sand Based Pitch will be available for the Tenant’s national league matches (both men and women) from August to November 2025. The Tenant will consult and work in good faith with other key stakeholders (including cricket clubs) to accommodate the Tenant’s use. The Landlord will provide reasonable assistance as necessary/when requested by the Tenant in working with other users.

58.5 Public Booking of Turf and Facilities Generally

- (a) The Tenant will operate and maintain an online booking system via a publicly available website to allow members of the public to book the use of the Turf. For clarity, the booking of the Sand Based Pitch will remain under the Landlord’s control (unless this lease is varied to include the Sand Based Pitch within the premises leased to the Tenant).
- (b) The Tenant acknowledges that there is a pre-existing system for managing bookings. The Tenant may elect to continue using the pre-existing system (at its cost). If so elected by the Tenant, the Landlord will provide reasonable assistance in transitioning the use of this system to the Tenant.
- (c) The Tenant must ensure the booking system provides at least the same level of functionality as the pre-existing system immediately prior to the commencement date. In particular, the Tenant will provide for Founding Member Clubs to have a 2-week preferential booking period each year, after the Tenant but ahead of other users. This will also apply to the Activity Zone. Where there are duplicate booking requests, the parties will work collectively to resolve those.

58.6 Public Bookings of Lounge and Activity Zone

- (a) Kadima Lounge 1, Kadima Lounge 2, the Activity Zone and at least one meeting room will be available for public hire. The facilities must be available to the public for 40% of Peak Times. For clarity, the Tenant’s obligations regarding Peak Time availability during weekdays and weekend will be assessed separately.

58.7 Operation of Café and Bar

- (a) The Tenant must provide for the Café where the Tenant reasonably considers there is sufficient customer visitation to enable the Café to be viably operated (but not necessarily profitable). If the Tenant considers a café operation is not viable, the Tenant must use reasonable endeavours to provide other food and beverage offerings.
- (b) The Tenant must provide for the Bar to be available as ‘club rooms’ in hosting sports club matches and sports functions.



- (c) The Landlord has provided chattels to the Tenant (as bailee) for the operation of the Café, as noted in the Fourteenth Schedule. The Tenant will (at its cost) replace any broken, lost or otherwise unavailable chattel as necessary during the term of the lease. The Tenant acknowledges that the Landlord may conduct annual stocktakes of the chattels upon reasonable notice.
- (d) The Tenant agrees that ownership of any replacement chattel for the café will vest in the Landlord with no compensation payable to the Tenant. The Tenant must ensure that ownership of the any replacement chattel passes free from any security interest.

58.8 Sauna

The Tenant will provide for the Sauna to be available for paid use as follows:

- (a) public use: at rates set at the Tenant’s discretion; and
- (b) Founding Member Clubs use: at rates made pursuant to clause 58.9.

58.9 Pricings for Bookings

- (a) Subject to clause 58.8(a) and the provisions of this clause 58.9, the Tenant may set pricings for the booking and use of the facilities noted in this clause 58, being the turf, Activity Zone, Sauna, and squash courts.
- (b) The pricing must at all times be in keeping with other like facilities operated by local councils or ‘community-based’ organisations (such as a charitable trust). The Parties acknowledge however that the squash court financial contribution model is not currently set at an appropriate level and requires adjustment following negotiations between the Tenant and Hutt City Squash, and the Landlord shall provide assistance in this if requested by the Tenant.
- (c) The Tenant acknowledges the pricing for the facilities immediately prior to the commencement date (set out in the Thirteenth Schedule) (*Current Pricing*). The Tenant agrees that the Current Pricing is a baseline for future pricing, and the future pricing will not materially depart from the Current Pricing (unless otherwise agreed with the Landlord).
- (d) The tenant will have discretion in the pricing set for “commercial events” (for instance hosting of a private work function, weddings, birthdays etc). The tenant will be entitled to all revenue for:
 - (i) Booking revenue room hire;
 - (ii) Turf hire, turf signage; and
 - (iii) Event bookings.
- (e) The Tenant acknowledges that pricing being set in accordance with this clause 58.9 is of paramount importance to the Landlord. A breach of clause 58.9 is a breach of an essential covenant of this lease.

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59 SERVICE STANDARDS

59.1 General

- (a) The Tenant acknowledges and agrees that the use of the premises for the permitted use involves direct interaction between staff and third parties, including customers of the facilities and members of the community. Customer service is of paramount importance to both parties.
- (b) In carrying out the permitted use, the Tenant will ensure its conduct and communications are professional, timely and accurate, and in keeping with the status and reputation of both the Landlord and Tenant.
- (c) Without limiting the Tenant’s obligations at clauses 8, 9 and 10, the Tenant will operate the premises in accordance with the provisions of the Eleventh Schedule.

60 KEY PERFORMANCE CRITERIA

60.1 Setting the KPIs

- (a) As at the commencement date, the benchmarks of the KPIs have not yet been set.
- (b) The parties acknowledge that they have a mutual interest in ensuring that the premises are operated so to (among other things) meet the following objectives:
 - (i) ensure the facilities are well utilised by the community (including local sporting clubs and young members of the community);
 - (ii) ensure members of the community have the opportunity to provide feedback and have this feedback addressed; and
 - (iii) ensure the Tenant’s working relationship with the Landlord and Founding Member Clubs is working as intended,

as more particularly set out in the Twelfth Schedule.
- (c) The parties agree to meet, discuss and agree on the benchmarks of the KPIs by no later than 30 June 2025. In agreeing the benchmarks, the parties will act reasonably, in good faith, and have regard to:
 - (i) the purpose of the KPIs (as set out in clause 60.1 and the Twelfth Schedule); and
 - (ii) the Landlord’s expectation that KPI #4 will have a benchmark (being $x > 4$).
- (d) The benchmarks, once agreed, will form part of the Twelfth Schedule and this lease. For the purposes of clause 34, the KPI benchmarks will apply from 24 February 2026. Notwithstanding the foregoing, the Tenant will aim to achieve the KPI benchmarks in the first year of the lease term.



- (e) The Landlord will prepare and circulate a notice to the Tenant, to record the agreed benchmarks.
- (f) The parties may during the term of the lease agree to revisit the KPI benchmarks to ensure they remain appropriate. In doing so, the parties will act reasonably, in good faith, and have regard to the purpose of the KPIs (as set out in clause 60.1 and the Twelfth Schedule). Any agreed change to the KPI benchmarks will be recorded as set out in clause 60.1(e).

60.2 Meeting the KPIs

- (a) In carrying out the permitted use, the Tenant must aim to achieve the KPIs.
- (b) The parties will work in a good faith, collaborative and transparent manner in addressing the Tenant's performance against the KPIs.

61 REPORTING AND MEETINGS

61.1 Reports

- (a) The Tenant will provide a quarterly report (end of April, July, October, each year (end of January requires an annual report)) to the Landlord during each year of the term. The quarterly report will detail:
 - (i) the number of bookings for each of the Facilities;
 - (ii) total revenue for that quarter;
 - (iii) details of 'key events' being large, one-off events (including visitation numbers); and
 - (iv) the number of "notifiable incidents" (as defined in the Health and Safety at Work Act 2015), details of each notifiable incident and the steps being taken by the Tenant to reduce the risk of future occurrences.
- (b) The Tenant will provide the Landlord with a comprehensive annual report by 31 January each year. The annual report will detail:
 - (i) annualised figures from the quarterly report for that year; and
 - (ii) a profit and loss statement.
- (c) The Landlord may (acting reasonably) require further details to be covered in the quarterly report and/or annual report. The Tenant will amend the quarterly report and/or annual report to include the details reasonably required by the Landlord for the subsequent report and each further report for the duration of the term.

61.2 Monthly Meetings

- (a) The parties will meet monthly in accordance with agenda as agreed by the parties (updated from time to time).



- (b) The parties' relationship managers (or their delegate) will attend the meetings, and such other staff as is necessary. The parties' relationship managers at the commencement date are noted below:
 - (i) Landlord: Andrea Blackshaw (or delegate);
 - (ii) Tenant: David Dome (or delegate)
- (c) The Tenant will take minutes from the monthly meetings and distribute to the attendees within one (1) working day of the meeting.

61.3 Quarterly meetings

- (a) The Tenant will organise and meet quarterly with representatives from the Founding Member Clubs to discuss the Tenant's operation of the Facilities and the Founding Member Clubs experience of such, and such other matters as they arise.
- (b) The Tenant will prepare an agenda and provide to the Landlord for review a reasonable time ahead of each quarterly meeting. The Tenant will incorporate the Landlord's reasonable amendments.
- (c) The Landlord may elect to attend the quarterly meetings.
- (d) The Tenant will take minutes from the quarterly meetings and distribute to the attendees and Landlord within five (5) working days of the meeting.

62 NAMING RIGHTS

62.1 Grant and Term

- (a) Subject to the provisions of this clause 62, the Landlord grants the Tenant exclusive naming rights and signage rights to the building, which must be on arms-length commercial terms.

(b) s7(2)(b)(ii) [Redacted text block]

(c) s7(2)(b)(ii) [Redacted text block]

(i) s7(2)(b)(ii) [Redacted text block]

(ii) s7(2)(b)(ii) [Redacted text block]

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62.2 Landlord’s consent required

The Tenant must obtain the prior written consent of the Landlord to any name/sponsor proposed by the Tenant for the building (which may be provided in the Landlord’s sole and unfettered discretion). Without limiting its discretion, in considering any request for consent, the Landlord may consider:

- (a) the proposed revenue from such naming rights and whether the Landlord considers this is a reasonable commercial rate for the building;
- (b) whether the proposed signage complete with the Landlord’s relevant policies and any other relevant legal and local planning requirements;
- (c) whether the proposed name (in the Landlord’s opinion) has connotations that may bring the Landlord, the building or its occupants/users into disrepute or ridicule; and
- (d) whether the proposed grantee/sponsor, or any party affiliated party (in the Landlord’s opinion) may cause or risk bringing the Landlord into disrepute (in particular ensuring such party or its affiliates not promote or are associated with alcohol, smoking/vaping, adult entertainment or gambling).

62.3 Required Information

For clarity, in requesting the Landlord’s consent to naming rights, the Tenant must provide full details of:

- (a) the consideration, including any inducements or exchanges of value in any sense (whether monetary or otherwise);
- (b) the proposed name;
- (c) the grantee/sponsor;
- (d) the specifications of such signage (for example design, size, shape, colour) with a detailed concept plan;
- (e) any other details reasonably requested by the Landlord.

62.4 Maintenance of Signs

If consent is granted:

- (a) the Tenant will (at its cost) keep clean and maintain any signs erected by the Tenant to a standard of repair and appearance as near as practicable to the condition of the signs on the date they were erected;
- (b) the Tenant will be responsible for all costs associated with the signs, erected by the Tenant and any necessary removal of existing signage (to erect the consented signage). For clarity, except as provided in the preceding sentence, the Tenant must not remove naming signage existing at the commencement date;
- (c) the signage must be secured in a substantial and proper manner so as not to cause any damage to the building or injury to any person.

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62.5 Removal of Signs

For clarity, clause 23.2 applies in respect of any sign(s) installed by the Tenant.

62.6 Rights are Personal to the Tenant

The Tenant's rights under this clause 62 are personal to Tenant and may not be assigned, transferred, or otherwise disposed of, in whole or in part, to any other person or entity without the prior written consent of the Landlord (at its sole and unfettered discretion). Any attempt to assign, transfer, or otherwise dispose of such rights without such consent shall be null and void and without effect.

62.7 Landlord may impose conditions

In granting consent, the Landlord may (acting reasonably) impose further conditions to the installation of signage, including a requirement to receive a portion of the revenue generated from the signage/sponsorship agreement (which for clarity, is a reasonable condition). The share of the revenue required by the Landlord will be the lower of:

(a) s7(2)(b)(ii)

(b) s7(2)(b)(ii)

62.8 Sponsorship Agreement

- (a) If consent is granted, the parties will enter into a separate sponsorship agreement to record the terms and conditions to such consent.
- (b) The Landlord's consent will not be effective unless and until the parties have executed a separate sponsorship agreement.

62.9 Consent does not extend further

For clarity, any consent granted will apply only to the particular signage so approved by the Landlord and documented in the sponsorship agreement. The Tenant must obtain the Landlord's consent to any further signage, or any alterations to the signage.

63 GENERAL SIGNAGE

63.1 Fencing Signage

- (a) Subject to the conditions noted below, the Tenant may install signage along the inside of the fencing to the Turf, provided that the Tenant obtains the Landlord's prior written consent. The Landlord's consent will not be unreasonably withheld or delayed, provided that the signage:
 - (i) does not promote alcohol, smoking/vaping, adult entertainment, fast food or gambling;
 - (ii) is consistent with the Landlord relevant policies;
 - (iii) does not (in the Landlord's opinion) risk bringing the Landlord into ridicule or disrepute;
 - (iv) does not damage the fencing;

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- (v) is in line with and does not extend beyond the profile of the fencing; and
 - (vi) complies with all legal and planning requirements.
- (b) The Landlord agrees to act reasonably and in good faith when considering a request by the Tenant to install fencing signage pursuant to this clause 63.1(a)

63.2 Other Signage

Without limiting clause 62 but subject to clause 63.1, the Tenant must not affix, paint or exhibit, or permit to be affixed, painted or exhibited any name, sign, nameplate, signboard or advertisement of any description on or to the premises without the prior written approval of the Landlord (which will not be unreasonably withheld or delayed).

63.3 Maintenance of signs

- (a) If approved, the signage must be secured in a substantial and proper manner so as to not cause damage to the building or the fencing, or injury to any person.
- (b) The Tenant acknowledges the signage of the Founding Member Clubs names on the external pillars and sponsored bricks on the entrance walkway (*FMC Signage*). The Tenant must not remove, alter, or obstruct the FMC Signage without the express written consent of the Landlord (at the Landlord's sole discretion). The Landlord will (at its cost) maintain the FMC Signage (other than where maintenance is due to a tenant breach of the foregoing).

63.4 Removal of signs

For clarity, clause 23.2 applies in respect of any sign(s) installed by the Tenant.

64 EXTENSION OF PREMISES

- (a) The Landlord will use reasonable endeavours to reallocate use of the grounds to enable the Tenant to have management rights and have preferential access to the Sand Based Pitch. If the Landlord is successful, the parties will negotiate (in good faith) to vary this lease to include the Sand Based Pitch as part of the premises and any other necessary variations.
- (b) The Tenant acknowledges that if the Sand Based Pitch forms part of the premises, the costs payable pursuant to clause 55 will increase commensurately.
- (c) For clarity, the Sand Based Pitch will not be included in the lease, and the Tenant has no rights in respect of the Sand Based Pitch unless and until a deed of variation has been signed by the parties.

65 THIRD PARTIES

65.1 Hutt Valley Softball

The Tenant must provide reasonable desk space within the premises for up to two (2) staff members of Hutt Valley Softball, at a reasonable rental (which for clarity is



not rent free), to meet Hutt Valley Softball's reasonable office requirements. This may not necessarily be the same space occupied now immediately prior to the commencement date.

65.2 Founding Member Clubs

The Tenant will collaborate and work in good faith with the Founding Member Clubs to make available facilities (such as the Activity Room and storage and function rooms) within the premises for the Founding Member Clubs reasonable use.

65.3 Fees

In requiring the Tenant to make certain parts of the premises available pursuant to clauses 65.1 and 65.2, the Tenant must only charge the Hutt Valley Softball and Founding Member Clubs reasonable rates for the use of such ancillary facilities (taking the Current Pricing as a baseline for such).

66 HEALTH AND SAFETY

- (a) In relation to all work and activities carried out on the premises, the Tenant will be responsible for:
 - (i) ensuring so far as reasonably practicable the health, safety and welfare of any:
 - (A) persons involved in carrying out the work or activities;
 - (B) persons whose activities in carrying out work or activities are influenced or directed by the Tenant; and
 - (C) any other person or group of persons working on, or in the vicinity of, the premises;
 - (ii) providing all necessary information to the Landlord and relevant third parties in respect of any potential hazard of risk associated in carrying out work or activities on the premises;
 - (iii) preparing a site-specific health and safety plan for the Landlord's approval;
 - (iv) protecting the environment; and
 - (v) taking best industry practice health, safety and environmental measures.
- (b) Without limiting the above, the Tenant warrants that it will ensure so far as is reasonably practicable that no act or omission of the Tenant:
 - (i) causes a risk of harm or serious harm to any employee or contractor of the Tenant or any other person on the premises;
 - (ii) is a breach of any duty or obligation of the lease under the H&S Requirements; or



- (iii) does or is likely to give rise to the issue of an improvement or prohibition notice, enforcement proceedings or a prosecution under the H&S Requirements against the Landlord or the Tenant,

and the Tenant will also comply with H&S Requirements, as well as any health and safety rules, policies and procedures issued or provided by the Landlord from time to time (and any other directions that the Landlord may give to the Tenant from time to time relating to health and safety).

- (c) The Landlord may update its health and safety policies from time to time by giving notice to the Tenant (provided such are not inconsistent or derogate from the lease).
- (d) The Tenant acknowledges and agrees that it is a PCBU for the purposes of the Health and Safety at Work Act 2015 and accordingly has responsibility for the health and safety of all its employees, agents, invitees, contractors, and any other person under the Tenant's control. Accordingly, the Tenant will consult, co-ordinate, and co-operate with other PCBUs to impose reasonable restrictions on all such persons in relation to health, safety and welfare.
- (e) A first aid room will be maintained by the Tenant.
- (f) The Landlord will be able to locate a defibrillator outside the premises.
- (g) The Landlord will be entitled to locate and maintain its existing security system and cameras within the building.
- (h) The Landlord may conduct compliance audits in respect the Tenant's health and safety obligations, which the Tenant will provide all necessary assistance to.

67 CCTV

- (a) The CCTV network within the premises will remain the property of the Landlord and is a Landlord fixture. This includes all cameras (internally & externally) and all other applicable hardware & software to ensure the network is functional. The Landlord will be responsible for all maintenance and upgrades of the CCTV network.
- (b) The Landlord's CCTV will be operated through its own internet connection (and will not connect through the Tenant's or the 'public' Wi-Fi connection).
- (c) Subject to the Landlord's policies and processes for requesting footage, the Tenant may be provided access to view and review CCTV footage (up to the hard drive storage capability – approximately 30 days). If access and review is provided, the must comply with any applicable laws, including the Privacy Act.

68 COMPLIANCE

68.1 Specific Statutes

Without limiting clause 21, the Tenant will (at its cost) comply with the:



- (a) Health and Safety at Work Act 2015;
- (b) Resource Management Act 1991;
- (c) Sale and Supply of Alcohol Act 2012;
- (d) Food Act 2014;
- (e) Privacy Act 2020;
- (f) Reserves Act 1977;
- (g) Consumer Guarantees Act 1993; and
- (h) Fair Trading Act 1986.

68.2 Consents

Without limiting clause 21, the Tenant will (at its cost) obtain, maintain and comply with all consents necessary to operate the premises, including any:

- (a) building consent;
- (b) resource consent;
- (c) alcohol licence;
- (d) food licence; and
- (e) trade waste consent.

69 TENANT INDEMNITY

69.1 Release of Landlord

The Tenant agrees to occupy use and keep the premises at the risk of the Tenant and releases to the full extent permitted by law the Landlord from all claims and demands in respect of or resulting from any accident, damage or injury occurring in the premises, except to the extent caused or contributed to by the Landlord or its employees, agents, contractors or others for whom the Landlord is liable.

69.2 Indemnity by Tenant

The Tenant must indemnify the Landlord from and against all actions, claims, demands, proceedings, judgments, orders, damages, costs, losses, and expenses which the Landlord may suffer or incur or for which the Landlord whether during or after the term may be or becomes liable to the extent resulting from:

- (a) loss, damage or injury from any cause whatever to property or person in or outside the premises to the extent caused or contributed to by the negligence or default of the Tenant (or anyone under its control);
- (b) the negligent use, misuse, waste or abuse by the Tenant (or anyone under its control) to any of the building services; and



- (c) the overflow leakage or escape of water, gas, electricity or any other substance in or from the premises caused or contributed to by the Tenant (or anyone under its control),

except to the extent:

- (d) caused or contributed to by the Landlord or its employees, agents, contractors or others for whom the Landlord is liable (including a failure to procure insurance); and/or

- (e) the Landlord is entitled to be indemnified by insurance,

and the Landlord must mitigate any loss it suffers or may suffer or incur.

70 LANDLORD NOT ACTING AS REGULATOR

The Tenant acknowledges that:

- (a) the Landlord has a range of statutory and regulatory powers and functions which it may exercise or must fulfil;
- (b) all references to the Landlord in this lease are not to be construed as references to the Landlord in its regulatory or statutory capacity;
- (c) in entering this lease and in giving any consent or approval under this lease, the Landlord is not acting in its capacity as a regulatory authority, and that any consent or approval given by the Landlord under this lease does not constitute compliance with any statutory or regulatory requirements which the Tenant is required to satisfy,

and therefore, nothing in this lease will be construed as

- (d) limiting the Landlord, or fettering the discretion of the Landlord, in the exercise of its statutory and regulatory powers and functions; or
- (e) requiring the Landlord to exercise its statutory and regulatory powers and functions in a particular way.

71 LGOIMA

- (a) The Tenant acknowledges that the Landlord is subject to the Local Government Official Information and Meetings Act 1987 (LGOIMA), and that the Landlord may be required to release information about this lease, arrangements incidental to this lease, and about the Tenant if required under LGOIMA and any information request. The Tenant agrees to cooperate with any requests for information made under LGOIMA and to provide any necessary assistance to ensure compliance with that Act.
- (b) The Tenant also acknowledges that the Landlord may proactively release information about this lease, subject to notification to with the Tenant a reasonable period prior to the intended date of release.



72 LEASE OF RESERVE LAND

Without limiting any provision of this lease, the Tenant acknowledges that the premises is a reserve under the Reserves Act 1977. Accordingly, it is of paramount importance to the Landlord that the Tenant's use of the premises (including the permitted use) must be carried out in a way that is consistent with any applicable policy of the Landlord, and the Landlord's objectives for the for the premises which include the following:

- (a) providing areas for community recreational activity; and
- (b) conserving the qualities of the premises which contribute to the pleasantness, harmony, and cohesion of the natural environment, and to the better use and enjoyment of the premises.

73 SOLAR ENERGY

73.1 Definitions

In this clause, unless the context otherwise requires:

Renewable Energy Works means:

- (a) solar panels on the roof of the premises; and/or
- (b) any other works to the premises designed to improve environmental efficiency.

73.2 Renewal Energy Works

- (a) The parties are each targeting to improve the environmental efficiency in the premises in order to:
 - (i) promote the reduction of greenhouse emissions; and
 - (ii) ensure the environmental sustainability of the premises' resources and improve the premises' energy efficiency,(collectively *Environmental Targets*).
- (b) The parties agree to work together in good faith to explore the possibility of installing solar panels on the roof of the premises, to assist in achieving the Environmental Targets.

FOURTH SCHEDULE

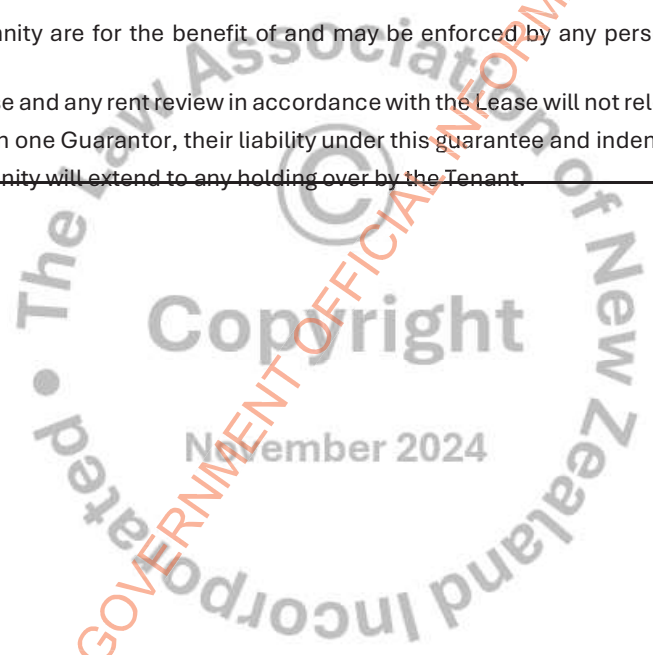
GUARANTEE

IN CONSIDERATION of the Landlord entering into the Lease at the Guarantor's request, the Guarantor:

- (a) Guarantees payment of the rent and the performance by the Tenant of the covenants in the Lease.
- (b) Indemnifies the Landlord against any loss the Landlord might suffer should the Lease be lawfully disclaimed or abandoned by any liquidator, receiver or other person.

THE GUARANTOR covenants with the Landlord that:

- 1. No release delay or other indulgence given by the Landlord to the Tenant or to the Tenant's successors or assigns or any other thing by which the Guarantor would have been released had the Guarantor been merely a surety will release prejudice or affect the liability of the Guarantor as a guarantor or as indemnifier.
 - 2. As between the Guarantor and the Landlord, the Guarantor may for all purposes be treated as the Tenant and the Landlord will be under no obligation to take proceedings against the Tenant before taking proceedings against the Guarantor.
 - 3. The guarantee and indemnity are for the benefit of and may be enforced by any person entitled for the time being to receive the rent.
 - 4. An assignment of the Lease and any rent review in accordance with the Lease will not release the Guarantor from liability.
 - 5. Should there be more than one Guarantor, their liability under this guarantee and indemnity will be joint and several.
 - 6. This guarantee and indemnity will extend to any holding over by the Tenant.
-



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FIFTH SCHEDULE

LANDLORD'S FIXTURES AND FITTINGS

(Clause 52.1(h))



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SIXTH SCHEDULE

TENANT'S FIXTURES AND FITTINGS

(Clause 52.1(n))



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SEVENTH SCHEDULE

PREMISES CONDITION REPORT

(Clause 8.1)



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RICOH Sports Centre

Building Condition

Report

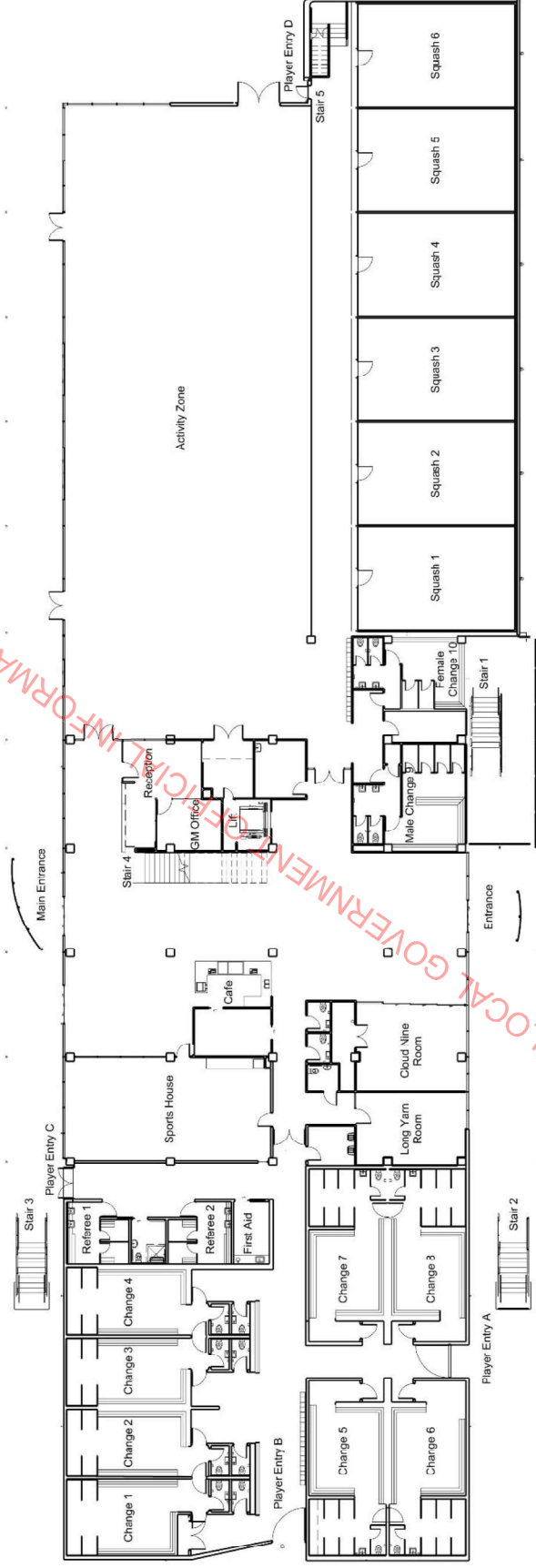
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Fraser Park Ground Floor

Floor Plan



1:250 scale

03

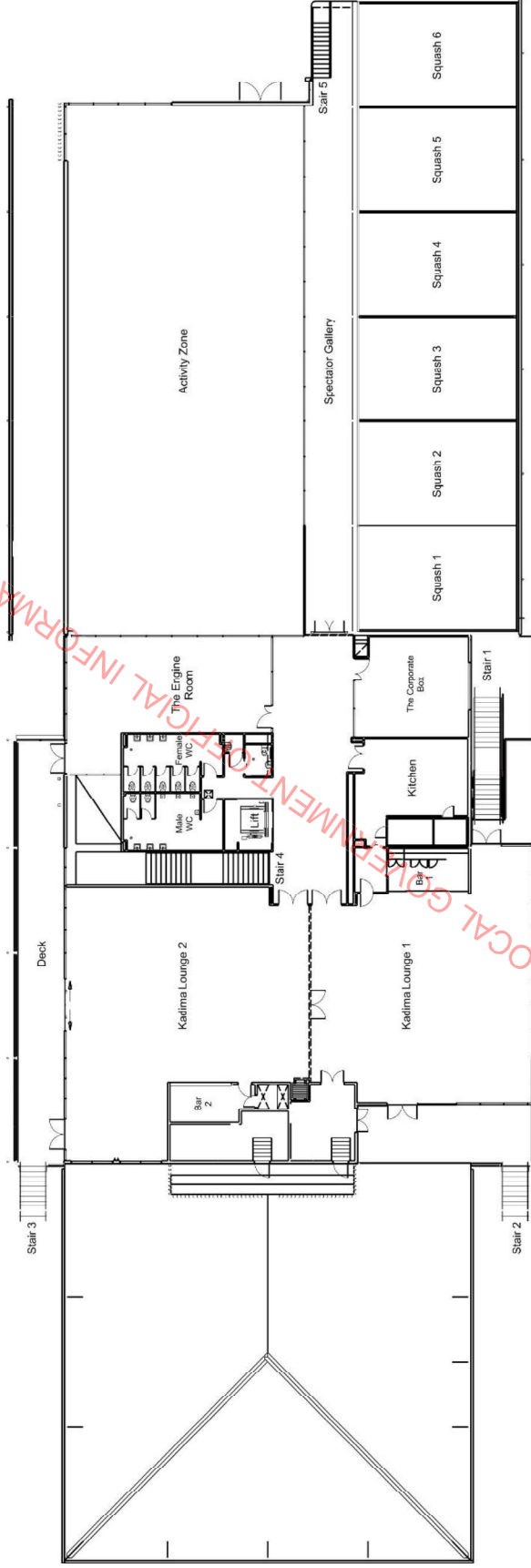
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Fraser Park Level 1

Floor Plan



Fraser Park
SPORTSVILLE



1:250 scale

04

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Building Information: AVERAGE CONDITION OF HUTT CITY COUNCIL PORTFOLIO Original Construction Year Circa 2002

Cladding finish: Combination of blockwork, concrete panels and aluminium painted wall finishes

Ceiling finishes: Painted plasterboard/ concrete finish and suspended ceiling grid

Wall finishes: Plasterboard/ concrete painted

Floor finishes: Concrete/ resin/ carpet/ vinyl

Floor Area: 3000m²

Roof finish: Profiled colour steel finish

Construction: Standalone steel framed building

Original Construction Year: Circa 2002 (TBC)

Condition Information:

The building is presented as being in good to very good condition with an average score of the assets as being a 1.5, which is above the average condition rating of Hutt City Councils portfolio.

Ground Floor

	Good condition	Poor condition	Working	Damage	Comment
Activity Zone (Net turf)					
Turf	✓				Average condition where there is more wear and tear in high use areas (East end). (Photo 1)
Nets	✓				
Fire exits					
1	✓				
2	✓				
3	✓				
Walls	✓				
Windows	✓				Keys needed for security stays on sliding windows
Walls	✓			Some markings from balls noted on columns (Photo 2)	Could need a paint
Squash 1	✓				
Squash 2	✓				
Squash 3	✓				
Squash 4	✓				
Squash 5	✓			Leaks on roof	Under investigation SWP
Squash 6	✓			Leaks on roof	Under investigation SWP

	Good condition	Poor condition	Not/Working	Damage	Comment
Walkway	✓			Seating area need a paint touch up	Carpet in average condition / general wear and tear. No large stains.
Sauna	✓				
Water Fountain	✓				
Female Change	✓				
Vents	✓				
Male Change	✓				
Toilets					
1	✓				
2	✓				
3	✓				
4	✓				
Lift	✓				
Reception	✓				Safe combination to be supplied? (Photo 3)
GM Office	✓				
Café	✓			Carpet Tiles in average condition (Photo 4-5)	Tables have some marks (Photo 6)
Dishwasher	✓				

	Good condition	Poor condition	Not/Working	Damage	Comment
Sports House	✓			Wall paintwork average condition South door needs clean and paint (Photo 7)	Several carpet tiles to be replaced in high wear areas.
Cloud 9 Room	✓			x2 ceiling tiles need replacing x2 carpet tiles need deep clean	(Photo 8) (Photo 9)
Long Yarn Room	✓				
Main Entry	✓				Recurring fault on North RHS entrance door. If the door is operational (fails open and cannot be locked), the building cannot be secured when empty. Possible underlying fault?
Entrance	✓				
Area outside long yarn	✓			x3 ceiling tiles stained (Photo 10)	
Toilets					
x1	✓				
x2	✓				
x3	✓				
Internal stairs	✓			Landing has a worn patch, stairs in good condition (Photo 11)	Carpet stained in places and noticeable wear
Referee 1	✓				

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Level 1					
	Good condition	Poor condition	Not/Working	Damage	Comment
Kadima Lounge	✓			Exterior door missing top hinge cover on internal side	Decal missing under filler circled
Bar 1	✓			Safe combination?	Doorframe minor scuff marks (Photo 14)
Kitchen	✓				
Kadima lounge 2	✓				Carpet stains
Bar 2	✓				
Deck lounge 1	✓	✓		Deck needs restaining (Photo 15)	Minor damage to steel posts (Photo 16)
Deck lounge 2	✓				
Corporate Box	✓			Ceiling tiles x 2 leak stained	Wall paint poor. Door needs touch ups. (Photo 17)
Engine Room	✓			Ceiling tiles x 3 leak stained. Ceiling hatch to server room needs painting. Cupboard in server room leaked during last storm.	Door – poor (Photo 18 - 21)
Accessibility toilet	✓			Damage to door (Photo 22) ,	Stain on door wall (Photo 23)
Male Toilet	✓				
Women's Toilet	✓				General wear and tear – paint

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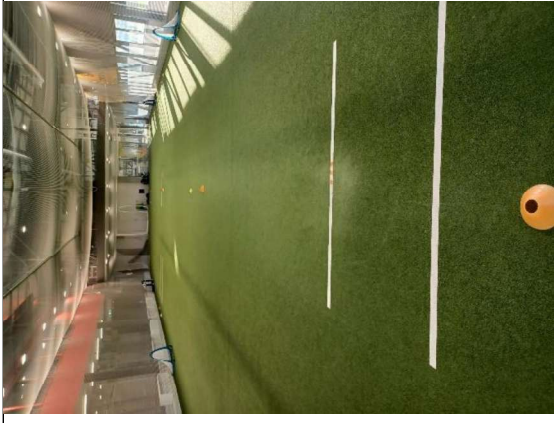


Photo 1 – Turf Condition



Photo 2 – Turf Column Marks



Photo 5 – Café Capet Tiles



Photo 6 - Café Area Tables



Photo 7 – Sports House Door



Photo 4 – Café Capet Tiles



Photo 8 – Cloud 9 Ceiling Tiles

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Photo 9 – Cloud 9 Carpet Tiles	Photo 10 – Outside Long Yarn	Photo 11 – Internal Stairs	Photo 12 – Change Room
			
Photo 13 – Change 7 Leak	Photo 14 – Bar 1	Photo 15 – Deck Lounge 1	Photo 16 – Deck Lounge 1

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EIGHTH SCHEDULE

PLAN OF PREMISES AND CAR PARKS (if any)

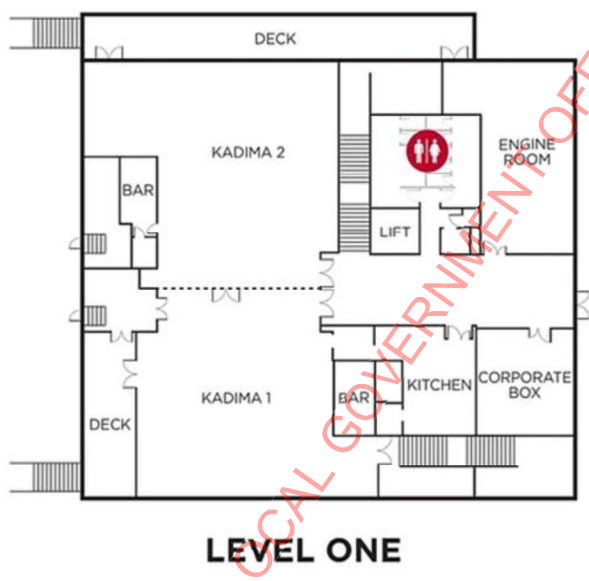
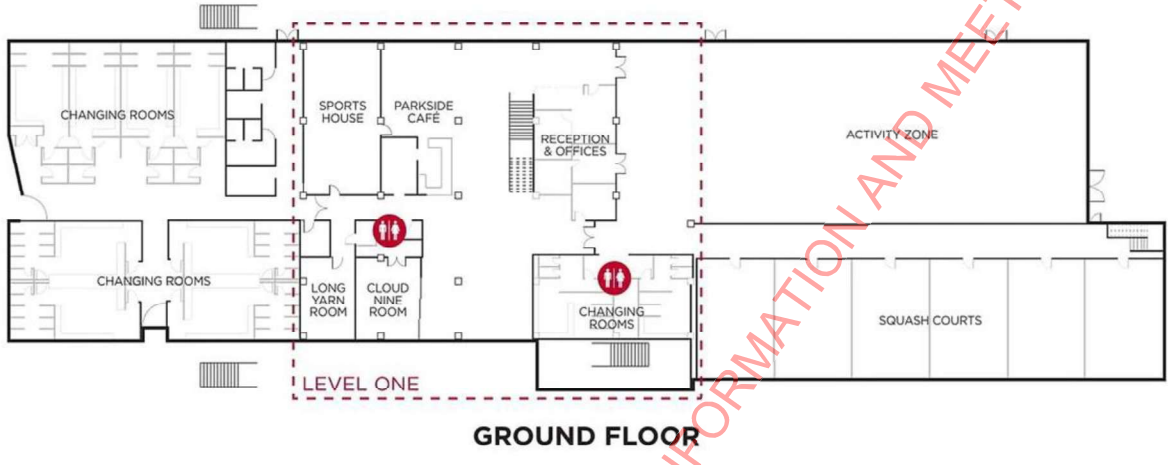


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EIGHT SCHEDULE – PREMISES PLAN

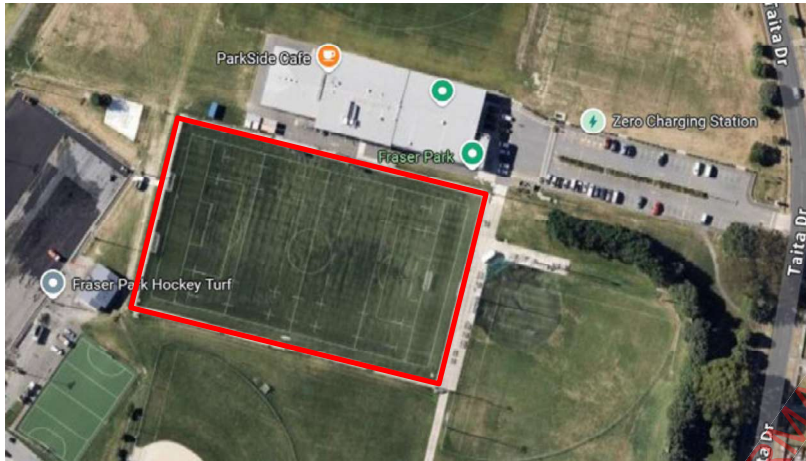
Building



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Turf (outlined in red)



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NINTH SCHEDULE – TENANT MAINTENANCE

The Tenant must:

- Clean the grease trap in accordance with the manufacturer's requirements.
- Without limiting clause 8.1(d) promptly clean any carpet stains and undertake a full carpet clean each year.
- Regularly clean all windows (interior and exterior).
- Clean (being to sweep, hose off/water-blast if needed, remove rubbish) and maintain external decks, pathways, and courtyards immediately adjacent to the building (which excludes the carpark and pathways around other fields).
- Repair and maintain all bathroom and kitchen fittings including water heaters and plumbing blockages or leaks.
- Clear blockages in the sewer lines and wastewater pumping station for the building caused by the Tenant (or those for whom the Tenant is responsible for).
- Immediately repair/rectify any damage (including graffiti) caused by Tenant and those for whom the Tenant is responsible for.
- Eradicate vermin on the premises.
- Repair, service, maintain and replace the Tenant's fixtures, fittings and chattels.
- Repair, service, maintain and replace sporting equipment such as nets, seating; and repair, service and maintain (but not replace) the squash courts.
- Repair and maintain (and where necessary, replace) the playing surface in the Activity Zone in accordance with the agreed maintenance schedule.
- Service and repair the sound system.



TENTH SCHEDULE – FURTHER LANDLORD MAINTENANCE OBLIGATIONS

Without limiting clause 11 and subject to clause 57.2, the Landlord must:

- Maintain all specified systems and will be responsible for obtaining a Building Warrant of Fitness.
- Maintain and service the internal moveable wall.
- Wash the exterior of the building and roof, including clearing gutters and exterior window cleaning.
- Repair and remove external graffiti (not caused by the Tenant or those for whom the Tenant is responsible for).
- Service and maintain and replace external lighting.
- Service and maintain the domestic hot water plant and systems, wastewater pumping station, including alarms and monitoring equipment.
- Deliver renewals and replacements of specified items in accordance with the asset management plan.
- Arrange 'outside' rubbish collection.
- Repair and maintain the public changing rooms necessary due to the general public's use.

The Landlord is not responsible for any repair or maintenance due to the Tenant's default.

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ELEVENTH SCHEDULE – OPERATION OF FACILITIES STANDARDS

Facility	Subject	Standard
Building	Cleanliness	Maintain the cleanliness to a high standard.
All Facilities (including changing rooms)	Cleanliness	Cleaning the Facility at the end of each hire.
Public toilets	Cleanliness	Cleaned at least twice a day on weekdays.
		Cleaned at least three times a day on weekends.
		Extra cleaning as necessary for events / higher than usual attendees.
		Note: The Landlord will set the opening and closing times.
Public changing rooms	Cleanliness	Cleaned at least twice a day on weekdays.
		Cleaned at least three times a day on weekends.
		Extra cleaning as necessary during tournament days / higher than usual attendees.



TWELFTH SCHEDULE – KEY PERFORMANCE INDICATORS

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THIRTEENTH SCHEDULE – PRICINGS PRIOR TO COMMENCEMENT

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RICOH SPORTS CENTRE CURRENT PRICING - FOUNDING/AFFILIATE MEMBER PRICES ONLY				
ROOM HIRE (inclusive of GST + AV)	COST PER HOUR		DAY RATE (8 or more hours)	No AV Charges for FMCs
Cloud Nine	\$ 20.00		\$ 160.00	
Engine Room	\$ 50.00		\$ 400.00	
Kadima 1	\$ 60.00		\$ 480.00	
Kadima 2	\$ 60.00		\$ 480.00	
Kadima combined	\$ 120.00		\$ 960.00	
Corporate box	\$ 40.00		\$ 320.00	
SPORTS FACILITIES	OFF PEAK PER HOUR (Weekdays before 4pm)	DAY RATE (8 or more hours)	PEAK PER HOUR (Weekdays after 4pm & Weekends)	DAY RATE
Artificial Diamond	\$ 15.00	\$ 120.00	\$ 25.00	\$ 200.00
Artificial Turf (Winter)	\$ 40.00	\$ 320.00	\$ 85.00	\$ 680.00
Artificial Turf (Summer)	\$ 25.00	\$ 200.00	\$ 55.00	\$ 440.00
Activity Zone	\$ 35.00	\$ 270.00	\$ 55.00	\$ 440.00
Activity Zone Lanes	\$ 20.00	\$ 160.00	\$ 25.00	\$ 200.00
Squash Casual Bookings (per person)	\$ 12.00	\$ 96.00	\$ 12.00	\$ 96.00

RICOH SPORTS CENTRE PRICING - NFP AND SPORTS CLUBS

ROOM HIRE (inclusive of GST)	COST PER HOUR		DAY RATE (8 or more hours)	AV HIRE (Flat Fee)
Cloud Nine	\$ 25.00		\$ 200.00	\$ 55.00
Engine Room	\$ 55.00		\$ 440.00	\$ 55.00
Kadima 1	\$ 65.00		\$ 520.00	\$ 55.00
Kadima 2	\$ 65.00		\$ 520.00	\$ 55.00
Kadima combined	\$ 125.00		\$ 1,000.00	\$ 55.00
Corporate box	\$ 45.00		\$ 360.00	\$ 55.00
SPORTS FACILITIES	OFF PEAK PER HOUR (Weekdays before 4pm)	DAY RATE (8 or more hours)	PEAK PER HOUR (Weekdays after 4pm & Weekends)	DAY RATE
Artificial Diamond	\$ 20.00	\$ 160.00	\$ 30.00	\$ 240.00
Artificial Turf (Winter)	\$ 45.00	\$ 360.00	\$ 90.00	\$ 720.00
Artificial Turf (Summer)	\$ 30.00	\$ 240.00	\$ 60.00	\$ 480.00
Activity Zone	\$ 40.00	\$ 320.00	\$ 80.00	\$ 640.00
Activity Zone Lanes	\$ 25.00	\$ 200.00	\$ 40.00	\$ 320.00
Squash Casual Bookings (per person)	\$ 12.00	\$ 96.00	\$ 12.00	\$ 96.00

RICOH SPORTS CENTRE PRICING - CORPORATES

ROOM HIRE (inclusive of GST)	COST PER HOUR		DAY RATE (8 or more hours)	AV HIRE (Flat Fee)
Cloud Nine	\$ 30.00		\$ 240.00	\$ 60.00
Engine Room	\$ 60.00		\$ 480.00	\$ 60.00
Kadima 1	\$ 70.00		\$ 560.00	\$ 60.00
Kadima 2	\$ 70.00		\$ 560.00	\$ 60.00
Kadima combined	\$ 130.00		\$ 1,040.00	\$ 60.00
Corporate box	\$ 50.00		\$ 400.00	\$ 60.00
SPORTS FACILITIES	OFF PEAK PER HOUR (Weekdays before 4pm)	DAY RATE (8 or more hours)	PEAK PER HOUR (Weekdays after 4pm & Weekends)	DAY RATE
Artificial Diamond	\$ 25.00	\$ 200.00	\$ 35.00	\$ 280.00
Artificial Turf (Winter)	\$ 50.00	\$ 400.00	\$ 95.00	\$ 760.00
Artificial Turf (Summer)	\$ 35.00	\$ 280.00	\$ 65.00	\$ 520.00
Activity Zone	\$ 45.00	\$ 360.00	\$ 85.00	\$ 680.00
Activity Zone Lanes	\$ 30.00	\$ 240.00	\$ 45.00	\$ 360.00
Squash Casual Bookings (per person)	\$ 15.00	\$ 120.00	\$ 15.00	\$ 120.00

Sauna Rate/Charges \$15.00

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FOURTEENTH SCHEDULE – CHATELS

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Out of scope

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Out of scope

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Out of scope

RELEASED UNDER THE LOCAL GOVERNMENT OFFICIAL INFORMATION AND MEETINGS ACT 1987

Out of scope



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FIFTEENTH SCHEDULE – TURF SPECIFICATIONS

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Synthetic Turf Maintenance

This specification covers the maintenance of artificial surfaces at Hutt Rec and Fraser Park. These surfaces need to be presented in the best possible way ensuring that the facility is free from litter and debris; that the surface is level, fibre is upright, ensure an even distribution of rubber infill; no visible signs of wear, the posts and the regular changing of these are properly in place and secure; and there are no obvious safety issues related to the perimeter fence, fixings of fittings.

The Contractor needs to be aware and mindful of the maintenance requirements to ensure validity of turf and manufacturer warranties.

Three turf facilities are currently covered by this specification - one multi use facility at each of Hutt Rec and Fraser Park, and a softball infield at Fraser Park. The Contractor will manage the booking and use of the Hutt Rec turf. Fraser Park Sportsville manages the bookings for the turf and softball infield at Fraser Park. The Contractor is responsible for the maintenance of Fraser Park turf surfaces and shall liaise with Sportsville to determine when maintenance can be completed, what bookings are in place and when post changes are needed.

Routine Maintenance (Lump Sum)

1. Turf Fibre Brushing

Continuous maintenance ensures that the turf fibres remain upright and do not lie flat. A purpose built grooming unit, approved by the Asset Manager, shall be used to keep the fibre upright and in the best possible condition. Turf brushing shall be undertaken on a **weekly basis** when the turf is not booked.

Turf brushing involves a brush in at least two directions.

2. Crumbed Rubber Infill

As a general rule the crumb rubber needs to be maintained in a level state and should be maintained to a height required by the turf supplier requirements, usually between 15mm – 20mm below the tips of the fibre.

Monitoring must be done on a weekly basis particularly for high wear areas e.g. *goal mouths, penalty spots, corners, half-way, pitching mounds, batter's box, softball bases and regular trafficked areas*. The Contractor shall top up any loss of infill in these areas to ensure levelness if areas are identified as being low and requiring a top up. Topping up for localised wear can be done by hand but it must be brushed in. This must be completed as often as is needed usually on a **weekly basis**.

The Contractor is to maintain a supply of one tonne of infill, approved by the Asset Manager for this purpose.

Biennial Total Surface Top Up – This will be a provisional item under the contract. The Asset Manager may require the Contractor to price and perform this work but is not obliged. The Asset Manager may seek pricing and performance from the market.

3. Litter

Litter is defined in its broadest sense and covers general litter (paper, bottles, bandages, tape etc). Frequent removal of litter ensures the turfs longevity is maintained and a high level of presentation. The Contractor is required to remove litter as soon as possible. Litter must not remain on the turf for any longer than 24-hours.

4. Leaf Litter / Organic Matter

Build-up of leaf litter and organic matter in the infill and turf surface generally has a detrimental effect on the performance, hygiene and longevity of the turf. The Contractor shall remove leaf litter and organic material such as mud, soil or plant matter as soon as possible and always before brushing of the turf.

5. Deep Clean

Deep cleaning shall be done on a monthly basis. It involves the use of a specifically designed and calibrated purpose built unit that generally operates to lift the turf, and vacuum up unwanted surface material and infill. This is then processed through a sieve with the infill being redistributed evenly back into the turf pile profile. The unwanted material is retained in the unit for removal.

6. De-compaction of infill

De-compaction of the infill shall be done on a quarterly basis. This shall be carried out on a quarterly basis using a specially designed spring tine needle unit approved by the Asset Manager.

7. Weed, Moss, Lichen and Hygiene/Disinfectant

Turf spraying ensures that unwanted material does not embed itself into the infill or onto the turf surface. Regular spraying ensures the asset performs as appropriate, ensures longevity and as far as practicable, is clean, healthy and safe.

The Contractor shall spray every six months. The Contractor shall ensure the chemical selected for this purpose does not damage the asset, specifically targets the weed etc. or does not create a nuisance to users. It is incumbent on the Contractor to satisfy the Asset Manager that the chemical is appropriate.

In all other cases, the Contractor shall remove weeds by hand where these have established.

8. Kerb and channel / sump clean

The kerb and channel and the top of sumps within the turf area shall be kept weed and litter free. The Contractor must clean these areas on a **fortnightly basis**.

9. Post / Goal Change Outs

It is essential that the Contractor takes care when changing over, as damage caused at this time will be the responsibility of the Contractor.

The Contractor shall ensure that goals and posts are removed and replaced in a timely manner, ensuring that these are securely fixed in place when in use and secured and safely stored when not.

Goals and posts are supplied by Fraser Park Sportsville for the turf at Fraser Park. Council will supply the posts for Hutt Rec.

The Contractor must allow for **50** post and goal change outs per annum at the Fraser Park turf. A change out is defined as the taking down/removal of a set of rugby posts and putting into place a set of football goals, and vice versa.

The Contractor must advise Sportsville when/if the number of change outs will exceed **50** in a season. Post change outs above the allowed **50** are **extra** to the Contract and chargeable by the Contractor directly to Sportsville.

The Contractor shall liaise with Fraser Park Sportsville on the timing of when the changeover is to happen. Most will happen during the winter period.

10. Temporary Line Marking

Temporary line marking shall be applied using approved products. Lines must be maintained for the duration of the booking (see Specification 13 also)

11. Maintenance Log

A maintenance log shall be kept of all maintenance carried out on the turf. This log forms a part of the manufacturer's warranty requirements. The Contractor shall forward a copy of the maintenance log to the Asset Manager, if requested.

12. Bi-Monthly Testing

The Contractor shall undertake a test process of the turf to ensure crumb depth is accurate and correct, fibre height is consistent and true, and ball roll is appropriate and accurate.

The Contractor shall seek advice and guidance from the turf supplier/manufacturer as to how to undertake testing and what equipment is necessary for this.

Tests are to be done every **two months** with results recorded and forwarded to the Asset Manager.

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Dated 23-06-2025

Between
Hutt City Council

and
Welnix LP

Landlord

Tenant

and

Guarantor

November 2024

DEED OF LEASE

General address of the premises:

Fraser Park, Lower Hutt

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CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **Johanna Elizabeth Miller** Lower Hutt, New Zealand, Chief Executive certify:

- 1 That by deed dated 11 September 2020, Hutt City Council appointed me its attorney on the terms and conditions set out in the deed.
- 2 That at the date of this certificate I have not received any notice or information of any event revoking such Power of Attorney.

Signed at Lower Hutt, New Zealand

Date: 22-06-2025

DocuSigned by:


Johanna Elizabeth Miller

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Certificate Of Completion

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 Document Pages: 81 Signatures: 5 Envelope Originator:
 Certificate Pages: 4 Initials: 0 Lakna Siriwardena
 AutoNav: Enabled Lakna.Siriwardena@huttcity.govt.nz
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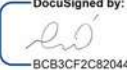
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 23-06-2025 | 08:49 Lakna.Siriwardena@huttcity.govt.nz

Signer Events

David Dome
 davidd@wellingtonphoenix.com
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Signature

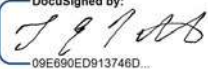
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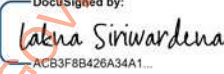
Jo Miller
 Jo.Miller@huttcity.govt.nz
 Chief Executive
 Security Level: Email, Account Authentication (None)

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Lakna Siriwardena
 lakna.siriwardena@huttcity.govt.nz
 Legal Operations Advisor
 Hutt City Council, 30 Laings Road, Lower Hutt
 Security Level: Email, Account Authentication (None)

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Tina Smith
 tinas@wellingtonphoenix.com
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Signature

Timestamp

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	23-06-2025 08:56
Certified Delivered	Security Checked	24-06-2025 13:32
Signing Complete	Security Checked	24-06-2025 14:01
Completed	Security Checked	30-06-2025 08:58
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Hutt City Council:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: informationmanagementteam@huttcity.govt.nz

To advise Hutt City Council of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at informationmanagementteam@huttcity.govt.nz and in the body of such request you

must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Hutt City Council

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to informationmanagementteam@huttcity.govt.nz and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Hutt City Council

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to informationmanagementteam@huttcity.govt.nz and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Hutt City Council as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Hutt City Council during the course of your relationship with Hutt City Council.

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