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**From:** Information Management Team  
**Sent:** Monday, 29 May 2023 12:40 pm  
**To:** [REDACTED]  
**Subject:** Hardwick-Smith Lounge  
**Attachments:** Graeme Ross.pdf

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Good afternoon Graeme

Thank you for your email below, to Dianne Hooper.

Please find attached a copy of the document you have requested re Hardwick-Smith Lounge.

Ngā mihi

## Susan Sales

Ringa Āwhina Tāhūhū ki Te Koromatua | Senior Advisor

Te Kaunihera o Te Awa Kairangi | Hutt City Council, [30 Laings Road](#), Private Bag 31912, Lower Hutt 5040, New Zealand  
**Paetukutuku:** [www.huttcity.govt.nz](http://www.huttcity.govt.nz)

**From:** [REDACTED]  
**Sent:** Friday, May 19, 2023 4:22 PM  
**To:** Dianne Hooper <[Dianne.Hooper@huttcity.govt.nz](mailto:Dianne.Hooper@huttcity.govt.nz)>  
**Subject:**

Good afternoon Dianne -

In March you provided me with info re the above.

There is another matter I would like to have researched.

Can I come direct to you, or do I have to make the request via another group?

I'll give an outline of what I'm requesting:

In the 1980's, [REDACTED] signed a document giving the Hardwick-Smith Lounge to the Lower Hutt City Council. Would it be possible to get a copy of that document? [REDACTED]

I hope that document is available.

Regards.

Graeme

29 May 2023

Graeme Ross

s7(2)(a)

Susan Sales  
Senior Advisor Official Information and Privacy  
04 570 6666 / 0800 488 824  
[Susan.Sales@huttcity.govt.nz](mailto:Susan.Sales@huttcity.govt.nz)  
Our reference: LGOIMA

Dear Graeme

**Request for Information – Local Government Official Information and Meetings Act 1987**

We refer to your official information request dated 19 May 2023 for the following:

*In the 1980's, s7(2)(a) signed a document giving the Hardwick-Smith Lounge to the Lower Hutt City Council. Would it be possible to get a copy of that document?*

The document you have requested is attached.

Please note that this response to your information request may be published on Hutt City Council's website. Please refer to the following link: [www.huttcity.govt.nz/council/contact-us/make-an-official-information-act-request/proactive-releases](http://www.huttcity.govt.nz/council/contact-us/make-an-official-information-act-request/proactive-releases)

Yours sincerely

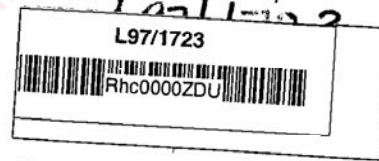


Susan Sales

**Senior Advisor Official Information and Privacy**

Encl: Agreement re Hardwick-Smith Lounge, 22 August 1984

AGREEMENT (RE HARDWICK-SMITH LOUNGE)



Belmont Ratepayers Improvement Assn Inc

Released under the Local Government Official Information and Meetings Act

DATED

1984

THE LOWER HUTT CITY COUNCIL

and

BELMONT RATEPAYERS IMPROVEMENT  
ASSOCIATION INCORPORATED

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AGREEMENT RE HARDWICK-SMITH LOUNGE

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HOGG GILLESPIE CARTER & OAKLEY  
SOLICITORS  
LOWER HUTT

AN AGREEMENT made this 22nd day of August 1984

BETWEEN THE LOWER HUTT CITY COUNCIL a body corporate under the provisions of the Local Government Act 1974 (hereinafter called "the Council") of the one part

AND BELMONT RATEPAYERS IMPROVEMENT ASSOCIATION INCORPORATED a society duly incorporated under the provisions of the Incorporated Societies Act 1908 having its registered office at Lower Hutt (hereinafter called "the Association") of the other part

WHEREAS the Council is the registered proprietor of all that parcel of land containing three hundred and seventy eight (378) square metres more or less being Lot 1 on Deposited Plan 52261 and being part of the land comprised and described in Certificate of Title Volume 509 Folio 38 (Wellington Registry) (hereinafter referred to as "the said land")

AND WHEREAS there is erected on the said land a building known as the Hardwick-Smith Lounge (hereinafter called "the said lounge") as delineated on the plan annexed hereto

AND WHEREAS the Council acknowledges that seventy (70) percent of the cost of the said lounge has been provided by the Association (principally from funds donated by the Hardwick-Smith Trust for the benefit of the residents of Belmont) and the remaining thirty (30) percent by the Plunket Society Lower Hutt Federation Incorporated

AND WHEREAS the Council has accepted ownership of the said lounge

AND WHEREAS the Council desires that the said lounge is available for wide use by the local community

Released under the Local Government Official Information and Meetings Act

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AND WHEREAS the Council has agreed to allow the Association to use that part of the said lounge coloured blue and purple on the plan annexed hereto (hereinafter called "the said rooms") and desires to vest the management of the said rooms in the Association subject to the conditions hereinafter set out NOW THEREFORE the Council sets apart the said rooms for the use of the Association for an initial term of five (5) years from and including the 1st day of April 1983 at an annual rental of One Dollar (\$1.00) payable if demanded on the 1st day of April in each and every year during the term of this Agreement the first payment having been deemed to have been made on the 1st day of April 1983 SUBJECT HOWEVER to agreement between the parties hereto this Agreement shall then continue until terminated by notice in writing given by one party to the other

NOW THEREFORE IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows:

1. THE full rights of ownership of the said land and buildings shall remain vested in the Council.

2. SUBJECT to such controls retained by the Council as are set out herein the Association shall manage the said rooms on a day to day basis with the following responsibilities:

- (a) The hiring of the said rooms to suitable persons or bodies for any lawful purpose and the collecting and accounting for all payments received for the hire of the said rooms.
- (b) (i) The setting of hire charges for the said rooms SUBJECT HOWEVER to the Association submitting to the Council

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annually a list of the said charges and the Council having the right to require amendment of the charges should the Council deem this necessary because of the level of outgoings from the "Hardwick-Smith Lounge" account in relation to its other hall activities.

(ii) The granting of reductions and waivings of hire charges SUBJECT HOWEVER to the Association agreeing to general guidelines for reductions and waivings of hire charges set by the Council and to the Association submitting an annual statement of reductions and waivings of hire charges made.

(c) Arrange for the caretaking and all cleaning services necessary for the said rooms.

(d) Keep the said rooms and the surrounding grounds in a clean and tidy state and condition and not permit any rubbish refuse or other waste material to accumulate therein or thereon.

(e) Not to permit or suffer the said rooms or any part or parts thereof to be used for any immoral or unlawful purposes or gaming or gambling purposes or permit or suffer any breach of the Sale of Liquor Act 1962 or the Gaming and Lotteries Act 1977 or the respective amendments thereof or any statute passed in substitution therefor respectively.

3. THE Association shall each and every quarter during the currency of this Agreement pay to the Council all monies received by

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the Association for the hire of the said rooms and the Council will establish a "Hardwick Smith Lounge" account and such monies, and the rental hereinbefore provided for if so demanded, shall be credited thereto and all monies so received shall be used to meet the outgoings hereinafter provided for.

4. THE Council shall be responsible for the payment of such insurance premiums as are payable in respect of the said lounge including those in respect of fire and public liability.

5. THE Council will bear all costs in respect of rates, maintenance cleaning and heating charges in respect of the said lounge which shall be debited against the "Hardwick Smith Lounge" account.

6. THE Association its members and invitees and those having the use of the said rooms under any hire arrangement with the Association shall have the right in common with the lessee or occupier of the other part of the said lounge aforementioned coloured yellow on the plan annexed hereto together with such lessee's or occupier's invitees to use the hall and passageways within the said lounge.

7. THE Association shall at all times comply with the by-laws of the Council and its Code of Ordinances and also all requirements of the Fire Services Commission in connection with the use and occupation of the said rooms by the Association

AND IT IS FURTHER HEREBY AGREED AND DECLARED

8. IF at any time during the currency of the term of this Agreement the Council is of the opinion that the said rooms are not

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being used or are not being sufficiently or properly used for the purposes hereof by the Association after making such enquiries as the Council thinks fit and after giving the Association an opportunity of explaining the usage of the said rooms and if the Council is satisfied that the said rooms are not being used or are not being used sufficiently or properly for the purposes specified in this Agreement then the Council may give notice to the Association terminating this Agreement.

9.        IF the Association shall during the term of this Agreement make default in payment of the rental hereby agreed to be paid if such has been so demanded or if the Association shall fail neglect or omit to faithfully observe and perform any of the conditions and restrictions herein expressed or implied on the part of the Association to be observed performed and kept and such failure or omission shall continue for a space of one calendar month or if the Association shall cease to conduct its affairs as an incorporated society, or shall be struck off the register or shall be wound up in accordance with the rules of the Association then it shall be lawful for the Council to terminate this Agreement upon giving one (1) calendar month's notice of its intention in that behalf to the Association.

10.        THE costs of the preparation of this Agreement and incidental thereto including the stamping thereof shall be borne by the Council.

IN WITNESS WHEREOF these presents have been executed the day and year first hereinbefore written.

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THE COMMON SEAL of THE LOWER HUTT CITY COUNCIL was hereto affixed pursuant to a resolution of the Council in the presence of:

*John Kenneth Cross*  
.....  
*[Signature]*  
.....

Mayor

Town Clerk



THE COMMON SEAL of the BELMONT RATEPAYERS IMPROVEMENT ASSOCIATION INCORPORATED was hereunto affixed in the presence of:

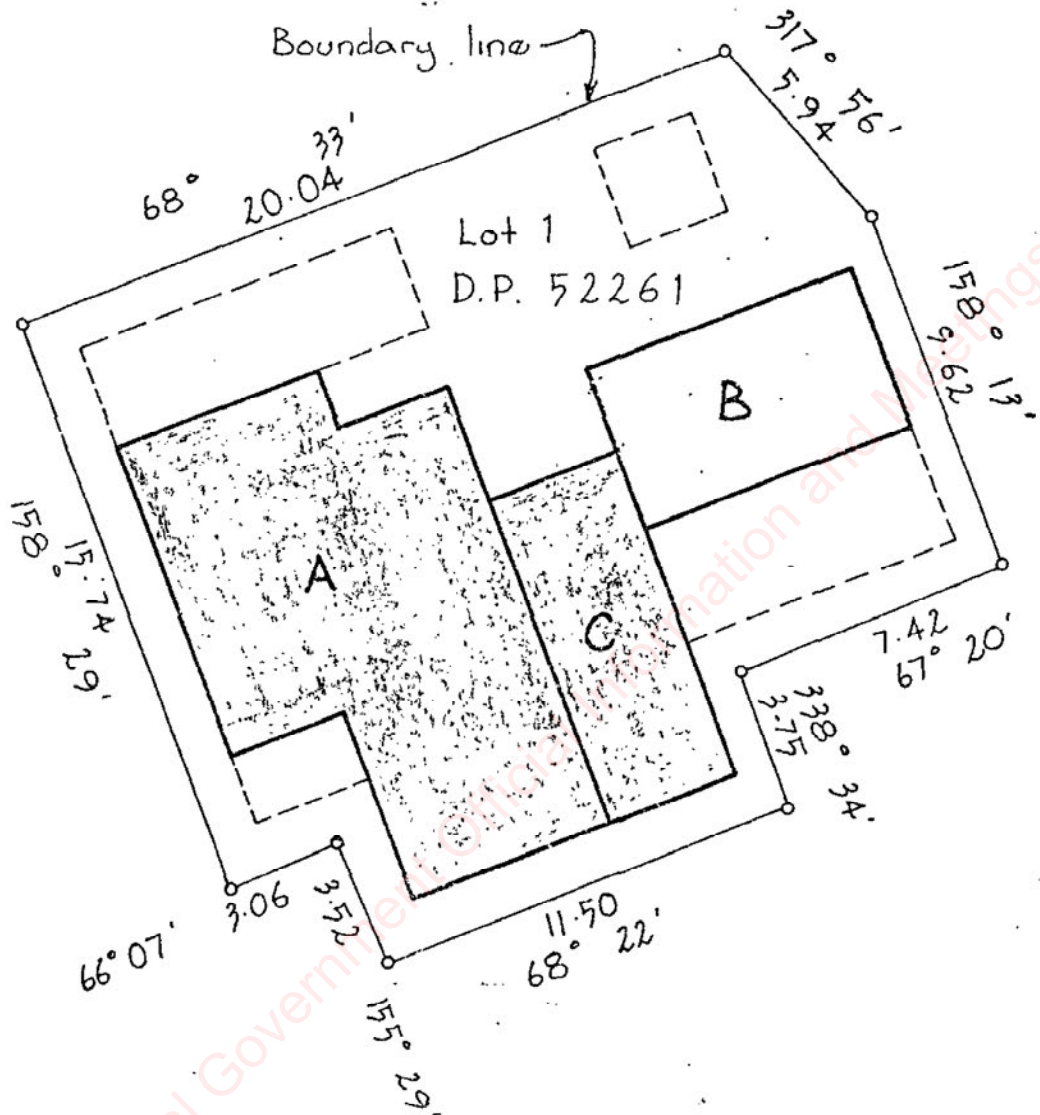
*Ernest R. Ross*  
.....  
*[Signature]*  
.....

President

Secretary



Released under the Local Government Official Information and Meetings Act



- A Belmont Ratepayers Improvements Assoc.
- B Plunket Society
- C Area Common to A & B.

Plan Showing Areas To Be Leased By The  
BELMONT RATEPAYERS IMPROVEMENTS ASSOC.  
And The PLUNKET SOCIETY  
Within Lot 1 - D.P. 52261

Scale. 1:200