

DEED OF LEASE OF TARARUA DISTRICT COUNCIL LAND

DATED:

PARTIES:

- 1. THE TARARUA DISTRICT COUNCIL** (“the Landlord”)
- 2.** (“the Tenant”)

BACKGROUND:

- A** The Landlord is the owner of the property described in the First Schedule hereto and more particularly shown on the plan attached hereto (“the property”)
- B** The Landlord has agreed to lease to the tenant the property subject to the covenants, conditions and restrictions contained herein.

NOW THIS DEED RECORDS:

- 3.** The Landlord leases to the Tenant and the Tenant takes on the property described in the First Schedule for the term from the commencement date and at the annual rental (subject to review if applicable as set out in the First Schedule).
- 4.** The Landlord and Tenant covenant as set out in the Second Schedule.

FIRST SCHEDULE

PROPERTY:	Old Plunket Rooms section of the War Memorial Hall, 27 Herbert Street, Eketahuna Lots 23 and 24 Deposited Plan 92, Record of title 309 Valuation Number 17770/17300
COMMENCEMENT DATE:	18 October 2021
TERM:	Five (5) years from the Commencement Date
EXPIRY DATE:	17 October 2026
FURTHER TERM:	Five (5) years commencing on the Renewal Date
RENEWAL DATE:	18 October 2026
FINAL EXPIRY DATE:	17 October 2031
RENT:	\$ (including GST)
RENT REVIEW DATES:	18 October 2022 and each year thereafter on each anniversary during the term
PAYMENT DATES:	The Commencement Date and thereafter on each anniversary of the Commencement Date during the Term
DEFAULT INTEREST RATE:	10% per annum
PERMITTED USE:	

SECOND SCHEDULE

OPERATIVE PART

1. Definitions

1.1 In this Lease, unless the context otherwise requires:

- (a) all terms defined in Schedule 1 to this Lease have those meanings throughout this Lease;
- (b) *Authority* means any governmental, local, territorial and statutory authority which has jurisdiction or authority over or in respect of the Premises or its use;
- (c) *Business Day* means any day of the week other than:
 - (i) Saturday and Sunday;
 - (ii) any public holiday listed in section 44 of the Holidays Act 2003 and amendments;
 - (iii) if Waitangi Day or ANZAC Day falls on a Saturday or Sunday, the following Monday;
 - (iv) Wellington Anniversary Day and the provincial anniversary day observed in the locality of the Land; and
- (v) a day in the period starting on 24 December in any year and ending on 5 January in the next year (both inclusive);
- (d) *CPI* means the Consumers Price Index (All Groups) published by Statistics New Zealand or any successor government department or agency or any equivalent body required to publish such index;
- (e) *GST* means the tax payable under the Goods and Services Tax Act 1985;
- (f) *Landlord* includes:
 - (i) the successors and assigns of the Landlord;
 - (ii) any person on the Land under the Landlord's control or direction; and
 - (iii) the officers, employees, contractors and agents of the Landlord;
- (g) *Landlord's Fixtures and Fittings* means all facilities, plant, utility systems, partitions, additions and fittings installed or erected by the Landlord on or in the Premises at any time; and
- (h) *Tenant* includes:
 - (i) the successors, permitted assigns, permitted subtenants and permitted licensees of the Tenant; and

- (ii) the officers, employees, contractors and agents of the Tenant.

2 Grant of lease

- 2.1 The Landlord leases to the Tenant and the Tenant accepts the lease of the Premises, along with a right to use the Common Area in common with the Landlord, for the Term, at the Rent and on the terms set out in this Lease.

3 Term

- 3.1 The Term of this Lease starts on the Commencement Date and ends on the Expiry Date (both days inclusive) unless the Term is extended or renewed or ends early under the provisions of this Lease.

4 Right of renewal

- 4.1 If the Tenant is not in material breach of this Lease and gives to the Landlord six (6) months before the Expiry Date notice in writing to renew this Lease, then the Landlord will renew this Lease for the Further Term.
- 4.2 The renewed lease will be on the same terms, covenants and provisions of this Lease, except that the term of this Lease including all renewed terms must never end later than the Final Expiry Date (unless otherwise agreed).
- 4.3 The annual rent payable by the Tenant from the Renewal Date will be the Rent payable by the Tenant during the 12 months immediately preceding the Renewal Date altered by any change in the CPI between the Commencement Date and the Renewal Date.
- 4.4 The grant of the renewed lease will be, at the option of either party, recorded by deed, in which case both parties will promptly sign and deliver the deed evidencing the renewal.

5 Payments

Rent

- 5.1 The Tenant will pay the Rent to the Landlord by yearly payments in advance on the Payment Dates by automatic bank authority or as the Landlord otherwise directs in writing.

Utility charges and rates

- 5.2 The Tenant will pay all charges for electricity, gas, water, telecommunications and other utilities or services used or consumed by the Tenant at the Premises.
- 5.3 The Tenant will pay all rubbish collection and recycling charges.
- 5.4 The Tenant will pay all charges for the provisioning of toilets within the premises and other shared facilities.
- 5.5 The Landlord will pay all rates, taxes (including land or improvements tax), charges, assessments and other outgoings levied by the relevant Authority on the Premises. The Tenant will reimburse the Landlord for all payments made under this clause.
- 5.6 Where any charge payable under clause 5.2 to 5.5 is not separately assessed for the Premises, the Tenant will pay a fair proportion as agreed by the parties or determined under clause 25.

Interest on overdue payments

- 5.7 If the Rent or other money payable by the Tenant under this Lease remains unpaid for one month after its due date then the Tenant will pay to the Landlord, on demand, interest at the Default Interest Rate on the unpaid amount calculated from the due date to the date of the payment.

GST

- 5.8 The Tenant will, at the time it falls due for payment, pay to the Landlord or as the Landlord directs all GST payable on the Rent and any other amounts payable by the Tenant under this Lease (provided that the Rent and other amounts are calculated net of GST).

Tax invoice

- 5.9 The Landlord will give to the Tenant a tax invoice for any payment required to be made by the Tenant under this Lease at least 20 Business Days before the due date for each payment.

6 Essentiality of Payments

- 6.1 Failure to provide the Landlord with moneys payable under the terms of this Lease on the due date shall be a breach going to the essence of the Tenant's obligations under this Lease. The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages for such breach. Such entitlement shall remain notwithstanding any determination of this Lease and shall be in addition to any other right or remedy which the Landlord may have.
- 6.2 The acceptance by the Landlord of instances of non-payment of moneys shall not constitute a waiver of the essentiality of the Tenant's continuing obligation to pay other moneys to the Landlord.

7 Rent Review

- 7.1 The Landlord may review the rental on the rent review dates specified in the First Schedule in the following manner:
- (a) The rent shall be fixed by mutual agreement and failing such agreement the Landlord shall give to the tenant notice in writing ("Landlord's Notice") of the rental that the Landlord considers to be the current market rental for the Premises for the renewed term. The Landlord's Notice shall refer to the consequences specified in paragraph 7.1(c).
 - (b) If within 28 days (time being of the essence) of receipt by the Tenant of a Landlord's Notice the Tenant gives to the Landlord a notice ("Tenant's Notice") stating that the Tenant disputes the rental specified in the Landlord's Notice, then the rental payable for the relevant period shall be determined in accordance with clause 7.2.
 - (c) If the Tenant fails to give to the Landlord a Tenant's Notice within 28 days (time being of the essence) of receipt of a Landlord's Notice, then the rental specified in the Landlord's Notice shall be deemed to be the current market rental for the premises as at the relevant review date.

7.2 If the Tenant gives a Tenant's Notice to the Landlord within 28 days (time being of the essence) of receipt of a Landlord's Notice, then the Tenant and the Landlord shall each use reasonable endeavours to agree upon the current market rental as at the relevant review date. If the Tenant and the Landlord do not reach agreement upon the current market rental within 14 days of the giving of the Tenant's Notice, then:

- (a) Each party shall appoint a valuer ("valuers") and shall give written notice of the appointment to the other party;
- (b) If the party receiving a notice under clause 7.2 fails to both appoint its own valuer and give its own notice under clause 7.2 either before or within 14 days (time being of the essence) of receipt of such a notice from the other party, then the market rent shall be determined by the other party's valuer and such determination shall be binding on both parties;
- (c) The valuers shall, within 14 days of the appointment of the last of them to be appointed, appoint an umpire
- (d) The valuers shall endeavour to agree on the current market rental of the Premises as at the relevant review date. If they fail to so agree within 28 days of the appointment of the umpire, then the determination shall be referred to the umpire whose determination shall be binding on both parties;
- (e) In determining the current market rental for the Premises, the valuers shall act as experts and not arbitrators. Either party may make submissions to the valuers or to the umpire, but in all respects the determination shall be conducted in the manner determined by the valuers or the umpire;
- (f) If the umpire is requested to determine the current market rental that shall be a referral to dispute resolution under clause 25 with the umpire being the single mediator appointed pursuant to subclause 25.2;
- (g) In any determination of rental pursuant to this clause each party shall pay the costs of their own valuers. The costs and expenses of the umpire shall be borne by the parties in the proportions determined by the umpire;
- (h) Forthwith, after the current market rent as at the relevant review has been determined by the valuers, or the umpire, the valuers, or as the case may be the umpire, shall give written notice to the Tenant and the Landlord of the determination. If the determination has been made by an umpire, then that notice shall also specify how the costs of the determination are to be borne between the Tenant and the Landlord;
- (i) Pending the determination of the current market rental under this clause 7, the Tenant shall pay the rent specified in the Landlord's Notice, provided that rent is substantiated by a registered valuer's report given to the Tenant. Upon determination of the current market rental an appropriate adjustment shall be made between the parties.

7.3 The "current market rent" so determined must never be less than the annual rent payable at the commencement date.

7.4 The current market rent determined pursuant to clause 7 shall be the rental payable by the Tenant from the relevant review date, unless the Landlord did not give the Landlord's Notice

within three months of the relevant review date, in which case the current market rental determined pursuant to this clause shall be payable only from the date on which the Landlord's Notice was given to the Tenant.

- 7.5 Upon the determination of the new rental the Tenant and Landlord shall (if required by the Landlord) complete a deed, at the expense of the Tenant, recording such rental.
- 7.6 If at any of the rent review dates there is in force any statute restricting the Landlord's right to increase the rental the Landlord may, at any time after such restriction is removed, relaxed or modified, on giving not less than one month's notice in writing to the Tenant, review the rental to the current market rental for the Premises at the date of such removal, relaxation or modification. Subsequent reviews of rental shall occur on the dates provided in the First Schedule notwithstanding any review pursuant to this clause. The Landlord shall be entitled to recover any resulting increase in the rental with effect from such date of removal, relaxation or modification.

8 Maintenance, works and signage

Tenant's maintenance obligations

8.1 The Tenant will, at the Tenant's cost:

- (a) keep the Premises and the Landlord's Fixtures and Fittings in the same condition, fair wear and tear excepted, as they were in at the later of:
 - (i) the Commencement Date; and
 - (ii) the date on which the Landlord completes any works under clause 8.2;
- (b) repair or replace any broken glass within or forming part of the Premises;
- (c) keep the Premises clean and tidy and clear of all rubbish;
- (d) ensure that all routine waste is placed in suitable receptacles and any excess waste and rubbish is promptly removed from the Premises; and
- (e) remove the Tenant's rubbish from the Common Area, leave the Common Area clean and tidy after use and repair any damage caused by the Tenant to the Common Area.

Landlord's maintenance obligations

8.2 The Landlord will, at the Landlord's cost:

- (a) put and keep any building comprising or containing the Premises or located on the Premises in good order, repair and condition and weathertight;
- (b) put and keep all utilities, cables, pipes, drains and other services to the Premises in good order, repair and condition; and
- (c) put and keep the Common Area in good order, repair and condition, remove the Landlord's rubbish from the Common Area and keep the Common Area clean and tidy except where damage is caused by the negligence of the Tenant. In the case

of Tenant negligence, the Tenant shall reimburse the Landlord for any repairs or maintenance.

Major works

- 8.3 The Tenant may at the Tenant's cost, and, after obtaining the Landlord's prior written consent (which must not be unreasonably withheld or delayed):
- (a) Erect any buildings, fences, structures, driveways and hard surfaces on the Premises;
 - (b) Paint the exterior of any building comprising or containing Premises or of which the Premises form part;
 - (c) Make alterations to the interior of the Premises; or
 - (d) Do any major works in, on or to the Premises after providing the relevant plans to the Landlord for approval.

Minor works

- 8.4 The Tenant may, at any time and without obtaining the Landlord's prior consent:
- (a) install and alter utility services, aerials, partitions, fixtures, fittings or equipment on the Premises which is the property of the Tenant;
 - (b) remove from the Premises any buildings, fences, structures, driveways, hard surfaces, signage, utility services, aerials, sirens, partitions, fixtures, fittings or equipment which is the property of the Tenant;
 - (c) carry out any fitout or decorating works on the Premises or to anything thereon;
 - (d) carry out any repair or maintenance works on the Premises or to anything thereon;
or
 - (e) do anything expressly permitted by any other provision of this Lease.

Compliance

- 8.5 If either party undertakes any works in, on or to the Premises, that party must ensure that the works are completed:
- (a) in accordance with all laws and binding standards;
 - (b) in accordance with the lawful requirements of any Authority;
 - (c) if undertaken by the Tenant, in accordance with any conditions of the Landlord's consent to the works (if required);
 - (d) if undertaken by the Landlord, in compliance with clause 12.3;
 - (e) by competent and qualified workers; and
 - (f) in accordance with good industry practice.

8.6 If either party undertakes any works in, on or to the Premises, that party will provide to the other party:

- (a) copies of as-built plans as soon as possible following completion of the works; and
- (b) copies of all consents and certificates obtained from an Authority immediately after the issue of the consent or certificate.

Signage

8.7 The Tenant may install signage on the Premises of a size and standard usually used by the Tenant to display:

- (a) information regarding the station or facility operated from the Premises;
- (b) contact information for the Tenant;
- (c) fire safety information;
- (d) fire and emergency services information; and
- (e) health and safety information.

9 Use of Premises

9.1 The Tenant will use the property solely for the purposes of the Tenant and its general activities as set out under the heading "Permitted Use" in the First Schedule and for no other purposes.

9.2 If the Landlord after making such enquiries as it thinks fit and giving the Tenant the opportunity of explaining the usage of the property is satisfied that the property is not being used or being sufficiently used for the Permitted Use then the Landlord may terminate this Lease on such terms as it thinks fit but without prejudice to any antecedent right or action which the Landlord may have against the Tenant however it arose.

9.3 Notwithstanding clauses 9.1 and 9.2 above the Landlord may at the entire discretion of the Landlord consent to the property being used for a use other than the permitted use.

10 Insurance and damage / destruction

10.1 The Landlord will effect and keep current during the Term:

- (a) A policy of insurance (which may be on an indemnity to full insurable value, rather than a replacement, basis) for damage and destruction of the Premises by fire, flood, explosion, lightning, storm, earthquake and volcanic activity;

- (b) The Tenant will reimburse the Landlord for any insurance premiums in respect of the cover detailed at clause 10.1(a) during the Term as part of the amount paid by the Tenant on an annual basis.

10.2 The Tenant must, at the Tenant's cost, effect and keep current during the Term:

- (a) A policy of public risk insurance relating to the Tenant's use of the Premises for not less than \$1,000,000.00 (being the amount payable for any one event or series of related events).

10.3 If the Premises are damaged or destroyed by the risks specified in clause 10.1(a), the Landlord will, at its cost and with all reasonable speed, make good that destruction or damage:

- (a) To the extent that the damage or destruction arises from an event specified in clause 10.1(a);
- (b) To the extent of the insurance proceeds received or receivable by the Landlord under the insurance policy referred to in clause 10.1(a);
- (c) To, as nearly as possible, the state, design and condition the Premises were in before the damage or destruction;
- (d) To plans and specifications approved by the Tenant, acting reasonably and provided that the Tenant is not entitled to require any improvement or upgrade of the Premises beyond their state, design and condition before the damage or destruction; and
- (e) In compliance with clause 8.5.

10.4 Either party may terminate this Lease, by giving 20 business days' written notice to the other party, rather than requiring the Landlord to complete the works under clause 10.3 if:

- (a) The necessary permits and consents are not reasonable obtainable; or
- (b) The insurance proceeds received or receivable by the Landlord are not sufficient to reasonably complete the works.

10.5 If the Tenant terminates this Lease under clause 10.3:

- (a) The Landlord will allow the Tenant a reasonable period to vacate the Premises; and
- (b) The Landlord will have no claim against the Tenant in respect of the state or condition of the Premises (including under clause 8 of this Lease).
- (c) From the date of damage or destruction until the completion of works or earlier termination under clauses 10.3 or 10.4, a fair proportion of the rent and outgoings will not be payable by the Tenant.

11 Assignment and subletting

11.1 The Tenant shall not, sublet, assign, mortgage, charge, or part with possession of the land or any part of the land, or this lease, or any estate or interest of this lease to any person.

12 Rights reserved by the Landlord

Landlord's right to enter Premises

12.1 The Landlord may enter the Premises to inspect the Premises or to undertake any works required by this Lease at any reasonable time, provided that the Tenant may deny the Landlord entry to the Premises during training, a call-out or another emergency situation.

12.2 Before entering the Premises under clause 12.1, the Landlord must give at least two Business Days' notice in writing to the Tenant setting out:

- (a) the purpose of the Landlord's entry; and

- (b) the proposed timing of entry.

12.3 At any time while on or in the Premises, the Landlord:

- (a) must not remove or decommission any equipment of the Landlord used by the Tenant in its reasonable occupation of the Premises;
- (b) must not disconnect any utility service provided to or from the Premises;
- (c) must comply with the Tenant's access, safety and security protocols;
- (d) must comply with the reasonable directions of the person in charge at the station at the Premises;
- (e) must comply with all laws; and
- (f) must not interfere with the operations or use by the Tenant of the Premises.

Cancellation by the Landlord for breach

12.4 The Landlord may cancel this Lease by re-entering the Premises or by obtaining an order for possession from a Court if:

- (a) all or part of the Rent is in arrears for 60 Business Days, and the Tenant has failed to remedy that breach within 20 Business Days after service on the Tenant of a notice given in accordance with section 245 of the Property Law Act 2007; or
- (b) the Tenant breaches any covenant or term of this Lease which is to be performed or observed by the Tenant, and fails to remedy that breach within a period (which must be reasonable and in no circumstances less than 60 Business Days) specified in a notice served given in accordance with section 246 of the Property Law Act 2007.

13 Repudiation

13.1 The Tenant shall compensate the Landlord and the Landlord shall 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 this Lease or the Tenant's obligations under this Lease. Such entitlement shall remain notwithstanding any determination of this Lease and shall be in addition to any other right or remedy which the Landlord may have.

14 Quiet enjoyment

14.1 The Tenant is entitled to quiet enjoyment of the Premises without any interruption or disturbance from the Landlord or anyone claiming through the Landlord.

15 Compliance with laws

15.1 The Tenant must comply with all laws and other legal requirements that apply to the Tenant's use or occupation of the Premises or the Common Area under this Lease.

15.2 The Landlord must comply with all laws and other legal requirements relating to the use or occupation of the Land.

15.3 Each party must comply at all times with its obligations under:

- (a) the Resource Management Act 1991;
- (b) the Building Act 2004; and
- (c) the Health and Safety at Work Act 2015.

15.4 Without limiting clause 15.3, the Landlord must comply with its obligations as a building owner under the Building Act 2004.

16 Health and Safety at Work Act 2015

16.1 Each party acknowledges that both parties have duties and other obligations under the Health and Safety at Work Act 2015.

16.2 Without limiting the parties' obligations under clauses 15 and 16.1, each party will:

- (a) have procedures in place for identifying and dealing with risks and hazards which fully comply with the Health and Safety at Work Act 2015; and
- (b) engage with the other party to assist that other party to discharge its duties and other obligations under the Health and Safety at Work Act 2015.

16.3 Each party will promptly give the other party notice in writing of anything occurring on or relating to the Land which is required to be notified to Worksafe New Zealand (or any successor government department or agency) under the Health and Safety at Work Act 2015.

16.4 The parties acknowledge that the Landlord will not be liable for any claims in respect of accident, injury or damage suffered by any person or property as a result of the Tenant's use of the property and the Tenant shall comply with all obligations imposed on an employer or person conducting a business or undertaking by the Health and Safety at Work Act 2015 and will to the extent permitted by law indemnify the Landlord against any expense which the Landlord may incur by virtue of that Act arising from any event which may occur on the property during the Term of this Lease.

17 No Noxious use

17.1 The Tenant shall not:

- (a) Bring upon or store within the property or allow to be brought upon or stored within any building on the property any machinery goods or things of an offensive noxious illegal or dangerous nature, or of such weight, size or shape as is likely to cause damage to any surfaced area.
- (b) Use the property or allow the property to be used for any noxious, illegal or offensive trade or business; or
- (c) Allow any act or thing to be done which may grow to be a nuisance, disturbance or annoyance to the Landlord, other tenants of the Landlord, or any other person. The Tenant shall conduct the Tenant's business upon the property 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 Permitted

Use or any use to which the Landlord has consented shall be deemed not to be a breach of this clause.

18 Removal of Tenant's property

18.1 The Landlord shall have the right, within one month of the expiration or sooner determination of the lease to purchase the Tenant's partitions, fixtures, fittings, interior alterations or additions, equipment or other property at a valuation agreed on by the Landlord and the Tenant, or failing agreement, to be determined by mediation.

18.2 If the Landlord does not wish to purchase the same, the Tenant will, before the Expiry Date or within a reasonable period following any earlier cancellation of this Lease:

- (a) remove the Tenant's signage, partitions, aerials, sirens, fixtures, fittings, equipment and other property (but not driveways, hard surfaces or utility services) from the Premises and the Land;
- (b) remove any additions made by the Tenant to the Premises;
- (c) reinstate any alterations made by the Tenant to the Premises;
- (d) make good any damage resulting from the above works; and
- (e) otherwise yield up the Premises and the Landlord's Fixtures and Fittings in the condition in which they are required to be maintained by the Tenant under clause 8.

18.3 If the Tenant fails to comply with clause 18.1, the Landlord may, following the end of the Term of this Lease:

- (a) undertake the actions required by clause 18.2 at the Tenant's expense; or
- (b) treat anything left on the Premises as the Landlord's own property.

19 Holding over by the Tenant

19.1 If the Landlord permits the Tenant to continue to occupy the Premises after the Expiry Date or the Final Expiry Date (other than under the grant of a renewed or further lease), then:

- (a) the Tenant will be a tenant at will;
- (b) the Tenant must pay monthly instalments of the Rent (calculated by dividing the amount of the Rent by 12) in advance from the day following the Expiry Date; and
- (c) the tenancy will be terminable by either party giving 20 Business Days' notice in writing to the other.

20 Access for re-letting

20.1 The Tenant will at all reasonable times during the period of three (3) months immediately preceding the expiration of the Term permit intending tenants and others with written authority from the Landlord or the Landlord's agents to view the property.

21 Suitability

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

22 Waiver

- 22.1 No waiver or failure to act by the Landlord in respect of any breach by the Tenant shall operate as a waiver of another breach.

23 Notices

Giving notices

- 23.1 A notice given by a party under this Lease is only deemed to have been given if it is in writing and sent to the other party in one of the following ways:

- (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
- (i) In the manner authorised by sections 354 to 361 of the Property Law Act 2007, or
- (ii) By personal delivery, or by posting by registered or ordinary mail, or by email.
- (c) delivered or posted to the recipient's address set out below; or
- (d) emailed to the recipient at its email address set out below:

Landlord

Name: Tararua District Council
Address: 26 Gordon Street, Dannevirke
Email address: info@tararua.govt.nz
Attention: Jessica McKenzie Facilities - Manager

Tenant

Name:
Address:
Email address:
Attention:

- 23.2 A party may change its address or email address by giving notice in writing of that change to the other party.

Time notice is given

23.3 In respect of the means of service, a notice is deemed to have been served:

- (a) In the case of personal delivery, when received by the addressee;
- (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 acknowledged by the addressee orally or by return email or otherwise in writing except that return emails generated automatically shall not constitute an acknowledgement.

23.4 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 or the Tenant's facsimile number, any notice placed conspicuously on any part of the premises shall be deemed to have been served on the Tenant on the day on which it is affixed.

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

23.6 Any period of notice required to be given under this Lease shall be computed by excluding the date of service.

24 Costs

24.1 The Landlord and the Tenant will each pay their own costs associated with the negotiation, preparation and completion of this Lease.

24.2 The Tenant will pay the Landlord's reasonable legal costs for any renewal of this Lease.

24.3 The Tenant will pay the Landlord's reasonable legal costs for any variation of this Lease requested by the Tenant.

24.4 The Landlord will pay the Tenant's reasonable legal costs for any variation of this lease requested by the Landlord.

24.5 The Tenant will pay the Landlord's reasonable legal costs for any breach of or enforcement required of the Terms of this Lease.

25 Dispute Resolution

25.1 If a party considers that there is a dispute or difference in respect of any matters arising out of or in connection with this Lease, then that party shall immediately give notice to the other party

setting out details of the dispute. The parties will endeavour in good faith to resolve the dispute between themselves within five (5) working days of the receipt of the notice.

25.2 If the parties are not able to resolve a dispute or difference under clause 25.1, the parties will endeavour in good faith within a further ten (10) working days to appoint a mediator and resolve the dispute, time being of the essence.

25.3 Neither party will commence legal proceedings against the other except for injunctive relief before following the procedure set out in clauses 25.1 and 25.2.

26 Termination by Notice

26.1 Notwithstanding any other provision in this Lease the Term may be terminated by either party upon six (6) months prior written notice being given to the other party. Termination of this Lease shall not release any party from liability to the other party for any prior breach of the terms and conditions of this Lease. Termination pursuant to this clause shall not give the Tenant any right or claim whatsoever against the Landlord.

27 General

27.1 Any covenants and powers implied in leases by virtue of the provisions of any Act are, to the extent they are inconsistent with anything in this Lease, excluded from this Lease.

27.2 The Tenant is not entitled to register this Lease.

27.3 If the Landlord is also a territorial authority under the Local Government Act 2002, this Lease does not bind the Landlord in any regulatory capacity.

28 Reserves Act 1977

28.1 This clause 28 applies if the Land is subject to the Reserves Act 1977.

28.2 If the Land is classified as recreation reserve under the Reserves Act 1977 and if the Landlord considers that the Premises are required for the purpose of public recreation, then the Landlord may terminate this Lease by giving at least twelve months' written notice to the Tenant.

29 Multiple properties

29.1 If the Premises under this Lease comprises multiple properties, the provisions of this Lease apply severally to each of those properties.

29.2 If either party exercises a power to cancel or terminate this Lease as to any of the properties comprising the Land, then this Lease will continue (with all necessary amendments) as to the balance of the Land.

30 Interpretation

30.1 In this Lease, unless the context otherwise requires:

- (a) words importing the singular number include the plural and vice versa;
- (b) headings are for ease of reference only;
- (c) any provision to be performed by two or more persons binds those persons jointly and severally;

- (d) a prohibition against doing any thing also includes a reference not to permit, suffer or cause that thing to be done;
- (e) references to any statute include:
 - (i) any regulation, by-law, order and notice made under or pursuant to the statute; and
 - (ii) any statute amending, consolidating or re-enacting that statute;
- (f) derivations of any defined term have a corresponding meanings to the defined term; and
- (g) “including” and similar words do not imply any limitation.

EXECUTION

The Common Seal of Tararua District Council was affixed in the presence of:

.....
Signature

.....
Full name (please print)

.....
Address (please print)

.....
Signature

.....
Full name (please print)

.....
Position (please print)

Signed by TENANT by its directors / duly
appointed attorney in the presence of:

.....

Attorney / director's / representative's
signature

.....

Witness signature

.....

Full name (please print)

.....

Full name (please print)

.....

Occupation (please print)

.....

Address (please print)

THIRD SCHEDULE – PLANS

See attached plan showing:

- Premises (outlined in green)
- Common Area (outlined in orange)

