

3.2 **Resource Management Act:** the Licensee obtains a resource consent for the construction of the Works under the Resource Management Act 1991 on terms acceptable to the Licensee; and

3.3 **Funding:** the Licensee obtains funding for the construction of the Works on terms acceptable to the Licensee.

#### 4. RESERVES ACT

4.1 **Licence:** This licence is granted pursuant to section 54(1)(d) of the Reserves Act 1977 and the provisions of that Act will apply to this licence.

4.2 **Compliance:** This licence is granted for the purposes set out in clause 5 and for no other purpose. If in the sole opinion of the Licensor the Site Areas are not being used for such purposes the Licensor may terminate this licence in accordance with clause 17.

4.3 **Improvements:** The parties acknowledge that on the expiry or sooner termination of this licence the land together with all improvements made to the land will revert to the Licensor without any compensation payable to the Licensee whatsoever.

#### 5. PURPOSE

5.1 **Works:** The purpose of this licence is to enable the Licensee to carry out the Works within the Site Areas in accordance with the Construction Documents during the term of this licence and for no other purpose.

5.2 **Site Areas and Site Access Areas:** The Licensee will carry out the Works within the Site Areas only and will access these areas via the Site Access Areas. The Licensee will ensure that fencing is erected around the Site Areas, during the term of this licence.

5.3 **No Public Access:** The Licensee will not permit any public access to the Site Areas or Site Access Areas at any time during the term of this licence but will not unnecessarily impair or restrict public access to any other areas of the Precinct.

5.4 **Expedience of Time:** The Licensee will use its best endeavours to complete the Works as soon as reasonably possible from the Commencement Date.

#### 6. HOURS OF WORK

6.1 **Hours of Work:** The Licensee will carry out the Works on Monday, Tuesday, Wednesday, Thursday and Friday between the hours of 8am and 6pm and on Saturday and Sunday between the hours of 9am and 4pm subject to clause 6.2.

6.2 **Disruptions to Hours of Work:** At any time during the term of this licence the Licensor may provide the Licensee with ten days written notice that the Works may not be carried out for a specified period of time due to a conflict with any events scheduled in respect of the all weather athletic track within the Precinct provided that the Licensor will use all reasonable endeavours to minimise the length of time of such disruptions.

## 7. LEASE

- 7.1 **Commencement:** The Lease set out in the second schedule will be granted by the Licensor to the Licensee on completion of the Works within five working days (or at a later time to be agreed to by the parties in writing) after the date on which the Certificate of Practical Completion has been provided by the Licensor's engineer subject to satisfaction of the conditions set out below.
- 7.2 **Conditions:** The granting of the Lease will be subject to:
- 7.2.1 **Approval of Lease:** the Licensor obtaining approval of the City Development Committee to grant the Lease to the Licensee;
- 7.2.2 **Reserves Act:** the Licensor obtaining approval under the Reserves Act 1977 that will include approval of the Minister of Conservation and the provision of providing one month's public notice of the intention to grant the lease; and
- 7.2.3 **Funding:** the Licensee obtaining funding for the construction of the Grandstand on terms acceptable to the Licensor.

## 8. UTILITIES

The Licensee will pay for all charges for Utilities to the Site Area during the term of this licence. In any case where utilities supplied to the Site Area are not separately levied or assessed the Licensee will pay a fair and reasonable charge.

## 9. NO NOXIOUS USE

- 9.1 **Nuisance:** The Licensee will not allow any act or thing to be done that may be or become a nuisance or annoyance to Council or any other person or any occupant of any neighbouring land.
- 9.2 **Offensive Activity:** The Licensee will not carry on in or about the Site Area any noxious or offensive business or activity having regard to the nature of the works and must comply with the terms of the resource consent obtained in accordance with clause 3.2.
- 9.3 **Manner:** The Licensee will conduct the Works in a clean and orderly manner free from damage or disturbance to any persons but the carrying on by the Licensee in a reasonable manner of the Works will be deemed not to be a breach of this clause.

## 10. COMPLETION OF WORKS

On the expiry or sooner termination of this licence the Licensee will ensure that the Site Areas are clean and tidy that all rubbish, trade waste, rubbish bins, fencing and car parking areas have been removed and that all Site Areas are restored to a clean and tidy condition to the reasonable satisfaction of the Licensor.

## **11. LICENSEE'S ACKNOWLEDGEMENT, INDEMNITY AND INSURANCE**

- 11.1 **No Reliance:** The Licensee acknowledges that it has entered in to this licence in reliance upon its own judgement and not in reliance upon any representation or warranty by the Licensor.
- 11.2 **Licensee's Risk:** The Licensee agrees to occupy the Site Areas during the term of this licence at the Licensee's risk and releases to the fullest extent permitted by law and indemnifies the Licensor its servants and agents from all claims, costs (including legal costs as between solicitor and client), damages and demands of any kind. The Licensee also indemnifies and releases the Licensor from all liability which may arise in respect of any accident, damage or injury occurring to any person or property upon the Site Areas attributable to any act or error or omission on the part of the Licensee, or the Licensee's agents, employees or contractors in the conduct of the Works or any other use from the Site Areas.
- 11.3 **Public Liability Insurance:** The Licensee will keep current at all times throughout the term of this licence public liability insurance in a sum not less than [\$1,000,000.00] (being the amount which may be paid arising out of any one single accident or event) in an insurance company approved by the Licensor and will on the Commencement Date produce to the Licensor such written evidence as the Licensor may reasonably require of the currency of that policy.

## **12. COMPLIANCE WITH STATUTES**

- 12.1 **Acts, bylaws etc:** The Licensor must in respect of the Works comply with all applicable acts, bylaws, regulations and rules relating to the Works and the Site Areas during the term of this licence.
- 12.2 **Health and Safety:** The Licensee will not do anything that may be or become a breach of any duty imposed on any person by the Health and Safety in Employment Act 1992 and must carry out the Works in accordance with the health and safety procedures required under that Act.

## **13. MAINTAIN STANDARDS**

- 13.1 **Maintain Standards:** The Licensee will during the term of this license, at the Licensee's expense:
- 13.1.1 **Site Area to be Clean and Tidy:** keep the Site Areas clean, tidy and free of rubbish to a reasonable extent given the construction of the Works; and
- 13.1.2 **Removal of Rubbish:** regularly remove all rubbish and waste from the Site Areas and keep all rubbish and waste areas in tidy condition.

## **14. LICENSOR MAY ENTER**

- 14.1 **Inspect Site Areas:** The Licensor may enter upon the Site Areas with all necessary materials and equipment at all reasonable times to inspect the Site Areas.

14.2 **Other Purposes:** The Licensor may also enter upon the Site Areas at any time for the purposes of complying with the terms or requirements of any present or future legislation affecting the Site Areas or of any notice served on the Licensor or the Licensee by any competent authority for which the Licensee is not responsible under this licence.

## 15. NOTICES

Notice to be given under this licence by either party to the other may be personally delivered to the other party or may be posted by registered letter to that party either at the usual or last known place of residence in New Zealand of that other party or where the Licensee is an entity to its registered office.

## 16. ARBITRATION

All disputes and differences between the parties will be submitted to the arbitration of a single arbiter if one can be agreed on or to two arbiters (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration) such arbitration to be carried out in accordance with the provisions of the Arbitration Act 1996 or any then statutory provisions relating to arbitration.

## 17. ASSIGNMENT AND SUBLETTING

The Licensee shall not assign, transfer, mortgage or charge this licence or any interest of the Licensee in this licence.

## 18. DEFAULT AND TERMINATION

18.1 **Default:** The Licensor may enter the Site Areas and terminate this licence in any case where the Licensee:

18.1.1 **Failure to Perform:** fails for a period of 28 days to observe or perform any obligation under this licence after having been given notice in writing of such failure by the Licensor; or

18.1.2 **Unable to Pay Debts:** is or is deemed to be unable to pay its debts or is wound up or dissolved.

18.2 **Licensor May Remedy Licensee's Default:** The Licensor may without being under any obligation to do so and upon giving the Licensee reasonable prior notice in writing remedy at the cost of the Lessee any default or breach by the Licensee under this lease.

## 19. COSTS

19.1 **Breach or Default:** The Licensee will pay all costs and expenses for which the Licensor will be liable in consequence of or in connection with any breach or default by the Licensee in the performance or observance of any of the terms of this licence including costs and expenses incurred by the Licensor in the enforcement or attempted enforcement by the Licensor of its remedies under this licence.

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19.2 **Costs:** For the purposes of clause 19.1 the word "costs" extends to include reasonable legal costs as between solicitor and client

**20. NO WAIVER**

No waiver or failure to act by the Licensor in respect of any breach by the Licensee of any covenant or agreement contained or implied in this licence shall operate as a waiver of the same breach on any subsequent occasion or as a waiver of any other covenant or agreement contained or implied in this licence.

**IN WITNESS OF WHICH THIS LICENCE HAS BEEN EXECUTED**

**THE COMMON SEAL of  
WAITAKERE CITY  
COUNCIL** as Lessor was  
Affixed in the presence of:

---

**THE COMMON SEAL of  
THE WAITAKERE  
REGIONAL SPORTS  
TRUST** as Lessee was  
affixed in the presence of:

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**First Schedule**

**[Plan]**

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**Second Schedule**  
**[Draft Form of Lease]**

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## **WAITAKERE CITY LEISURE PRECINCT**

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**LEASE OF GRANDSTAND FACILITY PURSUANT TO SECTION  
54(1)(d) RESERVES ACT 1977**

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**Annexure – Plan defining the Premises and the Grandstand Facility**

**MEMORANDUM OF LEASE** dated the            day of            2006

**BETWEEN            WAITAKERE CITY COUNCIL** ("the Lessor")

**AND                    THE WAITAKERE CITY STADIUM TRUST** (included in  
the term "the Lessee")

**BACKGROUND**

- A.** Waitakere City Council is the owner of land comprising of the Waitakere City Leisure Precinct which is located on Central Park Drive, Henderson
- B.** The Waitakere City Stadium Trust operates and manages the Waitakere City Leisure Precinct pursuant to a charter agreement of 31 July 2002 and has been facilitating the construction of the Waitakere Stadium in accordance with the charter.
- C.** The Waitakere City Stadium Trust has now completed the construction of a grandstand facility as part of the development of the Waitakere Stadium pursuant to a licence entered in to with Waitakere City Council on [date].
- D.** In accordance with the licence Waitakere City Council agrees to grant and The Waitakere City Stadium Trust agrees to take a lease of the Premises for the purposes of operating and managing the grandstand facility subject to the terms of this lease.

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**NOW THE LESSOR AND THE LESSEE COVENANT AND AGREE** as set out in the second schedule.

**IN WITNESS OF WHICH THIS LEASE HAS BEEN EXCECUTED**

**THE COMMON SEAL** of  
**WAITAKERE CITY**  
**COUNCIL** as Lessor was  
affixed in the presence of:

**THE COMMON SEAL** of  
**THE WAITAKERE**  
**CITY STADIUM TRUST**  
as Lessee was  
affixed in the presence of:

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## FIRST SCHEDULE

### REFERENCE SCHEDULE

**Lessor:** Waitakere City Council

**Lessor's Address:** Private Bag 93109  
Henderson  
WAITAKERE CITY

**Lessee:** The Waitakere City Stadium Trust

**Lessee's Address:** Central Park Drive  
Henderson  
WAITAKERE CITY

**Premises:** The area marked on the attached plan being part of Lot 1 DP 103931 comprising [hectares] contained in identifier 57C/55.

**Term:** Twenty years from the Commencement Date

**Right of Renewal:** One further term of fifteen years

**Commencement Date:** [insert]

**Termination Date:** [insert]

**Public Risk Insurance:** \$5,000,000.00

**Default Interest Rate:** The Lessor's ordinary overdraft interest rate charged by its principal bankers plus a margin of 3%.

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## SECOND SCHEDULE

### COVENANTS AND AGREEMENTS

#### 1. INTERPRETATION

In this lease unless the context otherwise requires:

##### 1.1 Definitions:

- 1.1.1 **“Charter”** means the formal charter entered into by the parties (attached as the Fourth Schedule);
- 1.1.2 **“Community Objectives”** means the objectives for the development of the Premises as set out in the charter (and specified in the Third Schedule);
- 1.1.3 **“Goods and Services Tax”** means tax charged in accordance with the Goods and Services Tax Act 1985 and includes any tax levied or charged in substitution for such tax;
- 1.1.4 **“Grandstand Facility”** means all buildings, structures, fixtures and improvements including the grandstand facility and the floodlights within the Premises.
- 1.1.5 **“Insured Risks”** means loss, damage or destruction resulting from fire, earthquake, storm, tempest and aircraft and such other risks as the Lessor may reasonably require to be covered;
- 1.1.6 **“Lessee”** means The Waitakere City Stadium Trust and includes:
- (a) the Lessee’s successors;
  - (b) the Lessee’s agents, employees, contractors and invitees; and
  - (c) any person upon the Premises under the control of the Lessee; or
- 1.1.7 **“Lessor”** means Waitakere City Council and includes:
- (a) the Lessor’s successors and assigns; and
  - (b) the Lessor’s employees, contractors and agents;
- 1.1.8 **“Outgoings”** means:
- (a) All charges for water, electricity, gas, telephone, rubbish collection and all other utilities and services connected to the Grandstand Facility.

- (b) All rates, charges, assessments, duties and fees at any time payable to any authority, in respect of the Premises.
- (c) Insurance charges for the Premises including all attached structures to the Premises.
- (d) Fire Services charges and maintenance charges in respect of all fire detection and fire fighting equipment.
- (e) All costs related to security for the Grandstand Facility.

**1.1.9 "Precinct"** means the Sports Complex, the all weather athletics track, the Stadium and the Grandstand Facility;

**1.1.10 "Premises"** means the premises described in the First Schedule and marked on the attached plan in the Fifth Schedule;

**1.1.11 "Services"** means any water, gas, electrical, sanitary and drainage installations and connections, electrical systems, traffic control systems for carparking areas and other systems and services in, on or serving the Premises;

**1.1.12 "Sports Fields"** means the sports fields that are located within the Precinct including the all weather athletics track;

**1.1.13 "Stadium"** means the area within the Precinct comprising of the all weather athletics track and the Grandstand Facility;

**1.1.14 "Trust Deed"** means the deed of trust dated 26 September 1991 pursuant to which the lessee was established;

**1.2 First Schedule Terms:** the terms "Commencement date", "Default Interest Rate", "Premises", "Term" and "Termination Date" shall be interpreted by reference to the First Schedule;

**1.3 Headings:** section, clause and other headings are for ease of reference only and shall not be deemed to form any part of the context or to affect the interpretation of this lease.

**1.4 Singular and Plural:** words importing the singular number shall include the plural and vice versa;

**1.5 Schedules:** the schedules to this lease and the provisions and conditions contained in such schedules shall have the same effect as if set out in the body of this lease;

**1.6 Parties:** reference to parties are references to parties to this lease;

- 1.7 **Sections, Clauses, Paragraphs and Schedules:** references to section, clauses, paragraphs and schedules are, references to sections, clauses, paragraphs and schedules respectively of this lease;
- 1.8 **Persons:** references to persons shall be deemed to include references to individuals, companies, corporations, firms, partnerships, joint ventures, associations, organisations, trusts, states or agencies of the state, government departments and local and municipal authorities in each case whether or not having separate legal personality;
- 1.9 **Defined Expressions:** expressions in the Second Schedule to this lease bear the defined meaning in the whole of the is lease including the recitals;
- 1.10 **Negative Obligations:** any obligation not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done.
- 1.11 **Statutes:** any reference to a salute shall include any statutory extension modification or re-enactment of such statute and any regulations or orders made under that statute; and
- 1.12 **Gender:** works importing one gender shall include the other genders.

## 2. GRANT OF LEASE

- 2.1 **Lease of Premises:** In pursuance and exercise of the powers conferred on the Lessor by section 54 (1) (d) of the Reserves Act 1977 the Lessor agrees to lease and the Lessee agrees to take on lease the Premises for the term commencing on the Commencement Date and ending on the Termination Date for the purposes set out in this lease and for no other purpose.
- 2.2 **Holding Over:** If, other than pursuant to a renewal of this lease, the Lessor permits the Lessee to remain in occupation of the Premises after the expiration or sooner determination of the term, the Lessee shall be a monthly tenant only.

## 3 RENEWAL OF TERM

- 3.1 If:-
- 3.1.1 **Observed Terms:** The Lessee has observed and compiled with the terms and covenants expressed or implied in this lease;
- 3.1.2 **Community Objectives:** the Lessor is satisfied that the Lessee has satisfactorily achieved the Community Objectives; and

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- 3.1.3 Charitable Purpose:** the Lessor is satisfied that the Lessee is satisfactorily adhering to the charitable objects and purposes set out in clause 5 of the Trust Deed; and

Then, on the expiration of the term the Lessee shall have the right to obtain a new lease of the Premises for a further term of 15 years each at the same rent as is payable under this lease immediately prior to the expiration of the term and otherwise upon the terms and conditions of this lease. Such renewals will be subject to such amendments as may be desirable, in the reasonable opinion of the Lessor, as a result of changes in the law affecting the Lessee's tenancy of the Premises in the period from the Commencement Date to the Termination Date or to reflect the Lessor's then current policy applicable to the leasing of land owned by the Lessor and used for sporting and community facilities. Provided that the terms and conditions for clauses 3,4,13 and 14 may not be amended without the consent of the Lessee.

#### **4. RENT**

- 4.1 Peppercorn Rent:** Subject to clause 4.2, the rent payable for the Premises under this lease shall be \$1.00 per annum (plus GST) if demanded.
- 4.2 Market Rent:** If the Lessor becomes entitled to charge a market rent for the Premises under clause 13.4 the following provisions shall apply:
- 4.2.1 Notice:** The Lessor may give a written notice to the Lessee that the Lessor requires the Lessee to pay a market rent for the Premises.
- 4.2.2 Appointment of Valuer:** The Lessor and the Lessee shall agree on the appointment of a suitable independent registered valuer to determine the current market rent for the Premises
- 4.2.3 Failure to Agree:** Should the parties not agree on the appointment of a suitable independent registered valuer within 21 days of notice being given by the Lessor to the Lessee that the Lessor requires the Lessee to pay a market rent then the appointment of an independent valuer shall be made by the President of the Auckland District Law Society.
- 4.2.4 Assessment to be Final:** The market rent when assessed by the appointed valuer shall be final and not subject to the arbitration and shall be payable from the next succeeding anniversary of the Commencement Date after the date on which the Lessor gives the Lessee notice to pay a market rent, and thereafter shall be reviewable by the Lessor on each succeeding third anniversary of the Commencement Date.

**4.2.5 Costs:** The costs for the appointed valuer shall be shared equally by the parties.

**4.2.6 Factors to be Taken into Account:** In assessing the market rent the appointed valuer shall:

- (a) take account of the terms and condition of this lease;
- (b) have regard to the market rental of comparable premises used for similar purposes;
- (c) have regard to the extent of public use of the Premises;
- (d) take account of the ability of the Lessee to pay a market rent for the Premises; and
- (e) exclude from consideration the value of all buildings, structures, fixtures and other improvements constructed or placed on the Premises by the Lessee.

**4.2.7 Right of Termination:** If the Lessor becomes entitled to charge the Lessee a market rent under the provisions of clause 13.4 and the Lessee is dissatisfied with the market rent as assessed by the appointed valuer under clause 4.2 then the Lessee may by giving six month's notice in writing to the Lessor, to be given within one month of the date on which the Lessee receives notice of the valuer's assessment, terminate this lease and vacate the Premises. Any termination under this subclause shall be without prejudice to the rights of the Lessor and Lessee arising prior to the date of such termination.

**4.3 Payment:** the Lessee shall pay the annual rent by one payment on each anniversary of the Commencement Date commencing with a payment on the Commencement Date. If the Lessor exercises its right to charge the Lessee a market rent under clause 13.4 then the Lessee shall pay the annual rent by equal monthly payments in advance on the first day of each month during the Term. All rent shall be paid without any deductions by direct payment to the Lessor or as the Lessor may direct.

## **5 RENT REVIEW**

**5.1 Right to Review:** If the Lessor becomes entitled to charge the Lessee a market rent under clause 13.4 then that rent shall be reviewable on each succeeding third anniversary of the Commencement Date throughout the Term and any renewed term.

**5.2 Method of Review:** The rent upon review shall be determined in the same manner as the market rent as set out in clause 4.2. The new rent determined on review shall not be less than the annual rent

payable during the period of 12 months immediately preceding the relevant review date.

## **6 GOODS AND SERVICES TAX**

The Lessee shall pay to the Lessor, or as the Lessor may direct, the Goods and Services Tax payable by the Lessor in respect of the rent and other payments payable by the Lessee. Goods and Services Tax in respect of rent shall be payable on each occasion when any rent falls due for payment and in respect of any other payment shall be payable upon demand. If the Lessee defaults in payment of the rent or other moneys payable under this lease (including Goods and Services Tax) and the Lessor becomes liable to pay additional Goods and Services Tax or penalty tax then the Lessee shall pay the additional tax or penalty tax on demand.

## **7 DEFAULT INTEREST**

If the Lessee fails to pay the rent or other moneys payable under this lease for 14 days after the due date for payment or, if there is no due date for payment, for 14 days after the date of demand by the Lessor then the Lessee shall on demand pay interest at the Default Interest Rate on the moneys unpaid from the due date for payment or, if there is no due date for payment, from the date of demand by the Lessor down to the date of payment.

## **8 OUTGOINGS**

**8.1 Lessee to Pay Outgoings:** The Lessee shall upon demand by the Lessor pay the Outgoings in respect of the Premises provided that if any Outgoing is not separately charged, levied or assessed in respect of the Premises then the Lessee shall pay a fair and reasonable proportion of any such Outgoing.

**8.2 Apportionment:** If any Outgoing is not charged, levied or assessed in respect of a period falling wholly within the Term such Outgoing shall be apportioned between the Lessor and the Lessee.

**8.3 Penalties:** If any Outgoing is payable by a date on which a penalty shall accrue it shall be sufficient compliance with clause 8.1 if the Lessee pays such Outgoing at least five days prior to such penalty date.

**8.4 Rate Remission:** Notwithstanding anything in clause 8.1 the Lessee shall not be required to pay any rates or levies to the Lessor if such rates or levies are remitted by the Lessor under a general policy relating to the remission of rates and levies for sporting and community facilities made by the Lessor in its capacity as territorial authority for the area in which the Premises are situated.

## 9 UTILITY CHARGES

The Lessee shall promptly pay to the proper authorities or other suppliers all charges for water, sewage, drainage, electricity, gas, telephone, rubbish collection and all utility and other services connected to the Premises.

## 10 COSTS

**10.1 Default Costs:** The Lessee shall upon demand pay all costs, charges and expenses for which the Lessor becomes liable as a result of any breach by the Lessee of any of the terms of this lease.

**10.2 Legal Costs:** Each party shall pay its own legal costs in connection with this lease and any variation, renewal or document evidencing a rent review.

## 11 INSURANCE

**11.1 Lessor to Insure Buildings:** The Lessor shall at all times throughout the Term insure and keep the Buildings insured to their full replacement value against the Insured Risks and Lessee will pay the premium in respect of such insurance.

**11.2 Public Risk Insurance:** The Lessee shall keep current at all times throughout the Term a public risk insurance policy applicable to the Premises and the activities carried on in or from the Premises for the amount specified in the First Schedule (being the amount which may be paid out arising out of any one single accident or event) or such increased amount as the Lessor may from time to time reasonably require.

## 12. MAINTENANCE

**12.1 Maintenance of Premises:** Subject to clause 12.2, the Lessee shall:

**12.1.1 Keep in Good Repair:** keep and maintain the Premises in good tenable repair and condition throughout the term; and

**12.1.2 On Termination:** at the end of the term or upon the earlier termination of this lease hand back the Premises to the Lessor in good tenable repair and condition.

**12.2 Limitations on Lessee's Maintenance Obligations:** The obligations of the Lessee under clause 12.1 shall not extend or apply to damage caused by fire, flood, earthquake, earth subsidence, storm, tempest, act of God or inevitable accident unless some act or omission of the Lessee has caused insurance proceeds to be unavailable which, but for the act or omission, would have been available towards the cost of making good the damage.

**12.3 Further Maintenance/ Repair Obligations:** The Lessee shall at the Lessee's expense:

**12.3.1 Services:** keep all the Services that connect to the Premises in good repair and condition;

**12.3.2 Improvements:** keep the roads, driveways, carparking areas, paths, fences, landscaped areas and gardens of the Premises in good repair and in an attractive, neat and tidy condition to an agreed standard;

**12.3.3 Keep Premises Clean:** keep the Premises clean, tidy and free of rubbish and are responsible for the removal of graffiti on the Grandstand Facility in a timely manner; and

**12.3.4 Removal of Rubbish:** regularly remove all rubbish and trade waste from the Premises and keep all rubbish bins and waste disposal facilities in tidy condition.

### **13. USE OF PREMISES**

**13.1 Grandstand Facility Area:** The Lessee shall only use the Grandstand Facility:

**13.1.1 Grandstand Facility:** for viewing areas in respect of events held at the Stadium; and

**13.1.2 Ancillary Facilities:** for the provision of facilities ancillary to the uses specified in subclause 13.1.1 but limited to the following activities:

- (a) offices in respect of the Grandstand Facility;
- (b) facilities for conferences and function including meeting rooms and kitchen facilities (licensed or unlicensed);
- (c) corporate boxes for the purposes of viewing events at the Stadium and other recreational purposes.
- (d) meeting and function rooms;
- (e) other kiosks, and refreshment facilities in any area of the Grandstand Facility;
- (f) entertainment, amusement facilities and bars commonly found in sports clubs and/or owned and /or operated and /or managed by sports trusts;
- (g) such other uses as are reasonably associated with sporting and community facilities.

And shall generally ensure that:

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**13.1.3 User Charges:** Any charges made to the public in general and to sporting and other clubs or organisations for the use of the Grandstand Facility on the Premises are reasonable and consistent with the user charges made by the Lessor for the use of other similar facilities by the public in general and to sporting and other clubs.

**13.2 Restrictions on Use:** The Lessee shall:

**13.2.1 Noxious Activities:** not carry on in or about the Premises any noxious, noisy or offensive business or activity;

**13.2.2 Nuisance:** not do anything which may be or become a nuisance or annoyance to any occupant of any neighbouring land;

**13.2.3 Resource Management Act:** not do anything which may be or become a breach of any duty imposed on an owner or occupier of land under the Resource Management Act 1991;

**13.2.4 Health and Safety in Employment Act:** not do anything which may be or become a breach of any duty imposed on any person by the Health and Safety in Employment Act 1992;

**13.2.5 Building Act:** not carry out any building work except pursuant to a building consent issued under the Building Act 2004;

**13.2.6 Sale of Liquor Act:** not sell or allow liquor to be consumed on the Premises except in accordance with a current licence issued under the Sale of Liquor Act 1989;

**13.2.7 Insurance:** not do anything whereby any insurance cover relating to the Premises may be refused or cancelled or the premium in respect of such insurance increased unless the Lessee has first obtained any necessary extensions of cover from the insurer and has paid any additional premiums required by the insurer; and

**13.2.8 Acts, Bylaws etc:** comply in all respects with all acts, bylaws, regulations, rules and requisitions relating to the Premises and the Lessee's use of the Premises.

**13.4 Market Rent:** If at any time during the term the Lessor is satisfied upon reasonable grounds that:

**13.4.1 Grandstand Facility:** the Grandstand Facility is not being sufficiently used for the purposes specified in clause 13.1;

Then, without prejudice to the Lessor's other remedies, the Lessor may give notice in writing to the Lessee requiring the Lessee to take reasonable steps to sufficiently use the respective parts of the Premises for the purposes specified in clause 13.1 within a period which is reasonable having regard to the nature of the steps required

*AB1*

to be taken and the resources of the Lessee available to carry out those steps. If the Lessee has not within the period specified in the Lessor's notice taken reasonable steps to sufficiently use the respective parts of the Premises for the purposes specified in clause 13.1 then the Lessor may give a further notice to the Lessee requiring the Lessee to sufficiently use the respective parts of the Premises for the purposes specified in clause 13.1 within a period of 12 months. If the Lessee fails to sufficiently use the respective parts of the Premises as required by the Lessor's notice then the Lessor may charge a market rent for the Premises in accordance with clause 4.2.

## **14. COMMUNITY OBJECTIVES**

**14.1 Development and Operation of Premises:** The Lessee shall use its best endeavours to develop and operate the Grandstand Facility subject to and in accordance with the Community Objectives.

**14.2 Review of Community objectives:** On each succeeding first anniversary of the Commencement Date the Lessor and Lessee shall meet to review the progress which the Lessee has made towards achieving the Community Objectives. If, after taking account of:

**14.2.1 Submission by Lease:** any submissions made by the Lessee in relation to the steps taken by the Lessee in order to achieve the Community Objectives;

**14.2.2 Public Submissions:** any submissions made by members of the public or representatives of organisations using or wishing to use the Premises; and

**14.2.3 Other Factors:** any other factors relevant to the ability of the Lessee to achieve the Community Objectives;

the Lessor considers that the Lessee has not made reasonable progress towards the achievement of any of the Community Objectives then the Lessor may give notice to the Lessee specifying which of the Community Objectives the Lessor considers the Lessee has not make reasonable progress towards achieving and requiring the Lessee to take reasonable steps to achieve those Community Objectives within a period of time which is reasonable having regard to the nature of the steps required to be taken and the resources of the steps required to be taken and the resources of the Lessee available to achieve those Community Objectives.

**14.3 Further Notice:** If the Lessor has served a notice on the Lessee under clause 14.2 and the Lessee has failed to take the steps required by that notice within the period specified then the Lessor may give a further notice to the Lessee requiring the Lessee to take further steps to comply with the terms of the notice given under clause 14.2 within a period of 12 months.

**14.4 Notice of Termination:** If the Lessor has given a notice to the Lessee under clause 14.3 and the Lessee fails to take the further steps required by that notice within the period specified in clause 14.3 then the Lessor may give a notice of termination of this lease to the Lessee.

**14.5 Preconditions:** The Lessor may only issue a notice of termination under clause 14.4 if the Community Objectives which the Lessee has not made satisfactory progress towards achieving are significant and material in relation to the overall scheme of development of the Grandstand Facility contemplated by the Community Objectives.

## **15. DEVELOPMENT AND MAINTENANCE OF GRANDSTAND FACILITY**

**15.1 Construction of Buildings:** The Lessee shall not construct any building or improvements or carry out any building work on the Grandstand Facility without:

**15.1.1 Plans and Specifications:** first producing to the Lessor plans and specifications of the proposed work and obtaining the prior written approval of the Lessor;

**15.1.2 Building Consents:** providing the Lessor with a copy of all building consents required to enable the relevant building work to be lawfully carried out; and

**15.1.3 Code of Compliance Certificate:** obtaining a code compliance certificate under the Building Act 2004 in respect of any buildings, improvements or building work on completion of the work.

**15.2 Public Access:** The Lessor shall not be required to consent to the construction of any building or other improvements on the Grandstand Facility or to the carrying out of any building works in respect of the Grandstand Facility unless the Lessor is satisfied (in its sole discretion) that when completed such building or other improvements or building work will not:

**15.2.1 Not Impair Access:** unreasonably impair or restrict public access to the Stadium or the Sports Fields or any other part of the Precinct; or

**15.2.2 Community Objectives:** unreasonably affect the likelihood of any of the Community Objectives being achieved.

## **16. REDEVELOPMENT OF GRANDSTAND FACILITY**

If during the term on any renewal the Lessor shall determine that the buildings and other improvements situated on or within the Grandstand Facility have reached the end of their economic life and require redevelopment or substantial renovation then the Lessor and the Lessee shall consult with each other to consider the options for redevelopment or renovation of such buildings or other improvements and the Lessee shall not undertake any such redevelopment or renovation without the prior written approval of the Lessor.

## **17. ASSIGNMENT AND SUBLETTING**

**17.1 Control of Assignment and Subletting:** The Lessee shall not:

**17.1.1 Assignment:** assign, transfer, mortgage or charge this lease or any interest of the Lessee in this lease; or

**17.2 Grandstand Facility:** The Lessee may sub-lease part (but not the whole) of the Grandstand Facility and may grant licences to occupy part (but not the whole) of the Grandstand Facility provided that nothing contained or implied in such sub-lease or licence to occupy shall be inconsistent with any obligation or duty of the Lessee expressed or implied in this lease. Any such sub-lease or licence shall be subject to the condition set out in clause 17.4.

**17.3 Conditions on Sub – Letting and Licensing:**

**17.3.1 Sublessee and Licensee:** the Lessee must demonstrate to the reasonable satisfaction of the Lessor that the proposed sublessee or licensee is responsible and suitable and intends to use the relevant part of the Grandstand Facility for a use which is permitted by this lease;

**17.3.2 Performance by Lessee:** the Lessee must have performed all of the Lessee's obligations under this lease up to the date of the grant of the sublease or licence; and

**17.3.3 Form of Sublease or licence:** any sublease or licence granted by the Lessee must be recorded in writing in a form of sublease or licence approved by the Lessor.

**17.4 Control:** Notwithstanding the granting by the Lessee of any sublease or licence to occupy under clauses 17.2 , the Premises must at all times during the term remain under the effective control of the Lessee for the purposes of achieving the Community Objectives.

**17.5 Costs:** The Lessee shall pay the reasonable costs of the Lessor in relation to any consent or application for consent under clauses 17.2 (including the Lessor's legal costs on a solicitor and own client basis).

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**17.6 Section 109(2) Property Law Act 1952:** Any assignment or subletting of the interest of the Lessee within the meaning of section 109(2) of the Property Law Act 1952 shall be deemed to be an assignment in breach of this section.

## **18. LESSORS RIGHTS OF ENTRY**

**18.1 Entry to Premises by the Lessor:** The Lessor may with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time without notice in case of an emergency) enter the Premises in order to:

**18.1.1 Inspect Premises:** inspect the condition and state of repair of the Premises;

**18.1.2 Community Objectives:** ascertain whether and to what extent the Community Objectives are being achieved;

**18.1.3 Compliance with Statutes etc:** do or carry out any works or thing in order to comply with any statutes, regulations, by-laws, ordinances, orders, proclamations, requirements of or notices by any Authority where such works or things are the Lessor's responsibility; or

**18.1.4 Lessee's Default:** carry out any work which is the responsibility of the Lessee under this lease and which the Lessee has failed to carry out.

**18.2 Minimise Disturbance to Lessee:** The Lessor shall use reasonable endeavours to minimise any disturbance to the Lessee when exercising the rights of entry granted under clause 18.1.

**19. REPORTING:** The Lessee shall:

**19.1 Annual Reporting:** within four months of the end of each financial year of the lease provide the Lessor with copies of the Lessee's annual report, financial statements and annual plan (if any); and

**19.2 Community Objectives:** upon request by the Lessor provide the Lessor with such reports as the Lessor may reasonably require in order to carry out the reviews of Community Objectives referred to in clause 14.2.

## **20. QUIET ENJOYMENT**

If the Lessee pays the rent and performs the Lessee's covenants and agreements expressed or implied in this lease the Lessee shall be entitled to quiet enjoyment of the Premises without interruption by the Lessor or any person claiming under the Lessor.

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## 21. DEFAULT

- 21.1 Distress:** The Lessor may enter upon the Premises and distrain for rent or other monies payable by the Lessee under this lease which remain unpaid 14 days after the due date.
- 21.2 Re-Entry:** The Lessor may re-enter the Premises and terminate this lease if the Lessee:
- 21.2.1 Failure to Pay Rent:** fails for a period of 14 days after the due date to pay any instalment of the rent or any other monies payable under this lease; or
- 21.2.2 Failure to Perform:** fails for a period of 28 days to observe or perform any obligation under this lease after having been given notice in writing of such failure by the Lessor; or
- 21.2.3 Insolvency:**
- (a) is or is deemed to be unable to pay its debts; or
  - (b) goes into liquidation (other than voluntary liquidation for the purpose of reconstruction or amalgamation approved in writing by the Lessor); or
  - (c) is wound up or dissolved; or
  - (d) enters into any assignment or other compromise or scheme of arrangement with its creditors or any class of its creditors; or
  - (e) has a receiver or manager appointed in respect of any of its assets.
- 21.3 Lessor May Remedy Lessee's Default:** The Lessor may without being under any obligation to do so and upon giving the Lessee reasonable prior notice in writing remedy at the cost of the Lessee any default or breach by the Lessee under this lease.

## 22. ESSENTIAL TERMS

- 22.1 Essential Terms:** Any breach by the Lessee of the following provisions shall be deemed to be a breach of an essential term of this lease namely:
- 22.1.1 Payment of Rent:** the covenant to pay rent or other monies payable by the Lessee under this lease;
- 22.1.2 Assignment and Subletting:** the provisions dealing with assignment and subletting;
- 22.1.3 Use of Premises:** the provisions dealing with the use of the Premises; and

**22.1.4 Community Objectives:** the provisions dealing with the achievement of Community Objectives.

**22.2 Waiver:** The acceptance by the Lessor of any arrears or of any late payment of rent under this lease shall not constitute a waiver of the essentiality of the obligation to pay rent or other monies payable under this lease or in respect of the Lessee's continuing obligation to pay rent or other monies payable under this lease during the term.

**22.3 Compensation:** the Lessee shall compensate the Lessor in respect of any breach of an essential term of this lease and the Lessor shall be entitled to recover damages from the Lessee in respect of such breaches. The Lessor's entitlement under this clause is in addition to any other remedy or entitlement to which the Lessor is entitled (including the right to terminate this lease).

## **23. COMPENSATION AND DAMAGES**

**23.1 Compensation:** If the Lessee's conduct (whether acts or omissions) constitutes a repudiation of the lease (or of the Lessee's obligations under this lease) or is a breach of any of the Lessee's covenants under this lease the Lessee shall compensate the Lessor for the loss of damage suffered by reason of the repudiation or breach.

**23.2 Damages:** The Lessor shall be entitled to recover damages against the Lessee in respect of repudiation or breach of covenant for the damage suffered by the Lessor during the whole of the term.

**23.3 Entitlement:** The Lessor's entitlement to recover damages shall not be affected or limited by:

**23.3.1 Abandonment:** the Lessee abandoning or vacating the Premises;

**23.3.2 Re-entry or Termination:** The Lessor electing to re-enter or to terminate this lease;

**23.3.3 Acceptance of Repudiation:** The Lessor accepting the Lessee's repudiation;

**23.3.4 Surrender:** the parties conduct constituting a surrender by operation of law.

**23.4 Legal Proceedings:** The Lessor shall be entitled to institute legal proceedings claiming damages against the Lessee in respect of the entire Term including the periods before and after the Lessee has vacated the Premises and before and after the abandonment termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in clause 23.3 whether the proceeding are instituted before or after such conduct.

**23.5 Mitigation of Damages:** In the event of the Lessee vacating the Premises whether with or without the Lessor's consent the Lessor shall be obliged to take reasonable steps to mitigate the Lessor's damages. The Lessor's entitlement to damages shall be assessed on the basis that the Lessor should have observed the obligation to mitigate damages contained in the subclause. The Lessor's conduct taken in pursuance of the duty to mitigate damages shall not by itself constitute acceptance of the Lessee's breach or repudiation or a surrender by operation of law.

**24. COMPENSATION FOR IMPROVEMENTS**

The parties acknowledge that the Lessee shall not be entitled to any compensation for improvements made to the land upon the expiry sooner termination of this lease and that all such improvements will at the date of expiration or sooner termination revert to the Lessor. The Lessor may however by notice in writing to the Lessee given within three months of the date of expiration or sooner termination of this lease require the Lessee to remove at its own expense any improvements made by the Lessee and in such case the Lessee shall remove such improvements and shall repair any damage caused by such removal and leave the Premises in a tidy condition to the reasonable satisfaction of the Lessor.

**25. NO WAIVER**

No waiver or failure to act by the Lessor in respect of any breach by the Lessee of any covenant or agreement contained or implied in this lease shall operate as a waiver of the same breach on any subsequent occasion or as a waiver of any other covenant or agreement contained or implied in this lease.

**26. INDEMNITY**

The Lessee shall indemnify the Lessor against all damage or loss resulting from any act or omission on the part of the Lessee. The Lessee shall pay to the Lessor upon demand the amount of all costs and expenses incurred by the Lessor in making good any damage to the Premises resulting from any such act or omission.

**27. RESOLUTION OF DISPUTES**

**27.1 Arbitration:** Any dispute, difference or question arising between the parties:

**27.1.1 Interpretation:** as to the interpretation of this lease; or

**27.1.2 Matters Arising:** concerning anything contained in or arising out of this lease; or

**27.1.3 Rights, Liabilities or Duties:** as to the rights, liabilities or duties of the Lessor or Lessee; or

**27.1.4 Other matters:** as to any other matter touching upon the relationship of the Lessor or Lessee in respect of this lease (including claims in tort as well as in contract);

shall be referred to the arbitration of a single arbitrator in accordance with the Arbitration Act 1996. The arbitrator shall be agreed upon by the parties, or failing agreement, shall be nominated on the application of either party by the president for the time being of the Auckland District Law Society or his or her nominee. Such arbitration shall be a condition precedent to the commencement of any action at law.

**27.2 Mediation:** Notwithstanding the provisions of clause 27.1 the Lessor and the Lessee may, having regard to the nature of the dispute or difference between them and the potential delays and costs which might arise as a consequence of the reference of that dispute to arbitration, refer any particular dispute or difference to informal mediation by a senior solicitor or barrister practising in the district in which the Premises are located. The mediator shall be agreed upon by the Lessor or Lessee, or failing agreement shall be nominated on the application of either party by the President for the time being of the Auckland District Law Society or his or her nominee. The decision of the mediator shall be final and binding on the Lessor and the Lessee.

## **28. NOTICES**

**28.1 Service of Notices:** Any notice or document required or authorised to be given under this lease may be delivered or transmitted as follows:

**28.1.1 Property Law Act:** in any manner mentioned in section 152 of Property Law 1952; or

**28.1.2 Registered Post:** by registered post addressed to the registered office or principal place of business of the party intended to be served; or

**28.1.3 Facsimile:** by means of a facsimile transmission.

**28.2 Time of Service:** Any notice or other document shall be deemed to have been given or served and received by the other party:

**28.2.1 Delivery:** when delivered by hand; or

**28.2.2 Registered Post:** three days after being posted by registered post with postage prepaid; or

**28.2.3 Facsimile:** on completion of an error free transmission when sent by facsimile.

**28.3 Signature of Notices:** any notice or document to be served or given may be signed by any attorney, officer, employee or solicitor for the party serving or giving the notice or by any other person authorised by that party from time to time.

## **29. PROPERTY LAW ACT**

The covenants and powers contained in sections 106 and 107 of the Property Law Act 1952 shall not apply to this lease to the extent that they are inconsistent with the express provisions of this lease.

## **30. LESSOR'S CONSENT**

**30.1 Consent Required on Each Occasion:** Any consent or approval of the Lessor under this lease shall be required for each occasion notwithstanding any prior consent or approval given for the same on a similar purpose on a prior occasion.

**30.2 Consent not to be Unreasonably Withheld:** Where this lease provides that the Lessor's consent or approval is required for anything done or proposed to be done then unless otherwise provided the Lessor shall not unreasonably withhold or delay giving that consent or approval.

### **THIRD SCHEDULE COMMUNITY OBJECTIVES**

#### **Pursuant to the Sports Complex Chapter Attached in the Fourth Schedule.**

The sports complex comprising the indoor facility, Sports Fields, Stadium (including the Stadium playing field, the all weather athletics track and the Grandstand Facility), are strategically important facilities to Waitakere City and its residents. The development expands the current Stadium and creates a major sport and leisure focus for the city.

The principal objective of the sports complex is to serve the wider Waitakere community as a key multi-purpose venue for the local community to host sporting, leisure, trade and cultural activities and events.

To meet the principal objective, the sports complex will be used to seek to achieve the following ancillary objectives:

- Provide a comprehensive range of leisure, recreation, sports, trade and cultural services, facilities and activities.
- Maintain and increase community participation in leisure, sports, recreational, trade and cultural activities.
- Be accessible and support specialist delivery of city-wide programmes and events and strengthen partnerships with other leisure, sports, recreational, trade and cultural activity providers in the city.
- Support professional and specialist delivery of city-wide programmes and events and strengthen partnerships with other leisure, sports, recreational, trade and cultural activity providers in the City.
- Create a sense of ownership of the sports complex by the wider community of Waitakere City.
- Provide facilities and activities that are responsive to changing demands of the wider community.
- Be managed in a financially sustainable manner that not only maintains but also continuously develops the asset.
- Provide a high level of customer satisfaction to the users.
- Provide a leading venue for major regional sport and cultural indoor events.

The success of the sports complex will be measured in the Trust's ability to achieve the above objectives. In acknowledgement of Council as a key partner, the Trust, through the Waitakere Sports Complex Development Board, from and after the date of practical completion of the indoor facility, will provide a six monthly report detailing performance with regard to the Community Objectives through agreed qualitative and quantitative reporting measures.

**FOURTH SCHEDULE**  
[Charter]

**FIFTH SCHEDULE**  
[Plan]

**MINUTES OF A MEETING OF THE CULTURE, ARTS AND EVENTS SPECIAL COMMITTEE  
HELD AT WAITAKERE CENTRAL, 6 HENDERSON VALLEY ROAD, HENDERSON,  
WAITAKERE, ON WEDNESDAY, 13 SEPTEMBER 2006,  
COMMENCING AT 9.33 AM.**

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**PRESENT:** Councillors JP Lawley (Chairman)  
DE Gilmour (Deputy Chairman)  
MFP Chan, JP  
AK Corban, OBE, JP (from 9.35 am)  
C Harding, JP

Deputy Mayor CA Stone (ex officio) (until 10.00 am)

**IN ATTENDANCE:** Director: Public Affairs  
Manager: Arts  
Democracy Support and Sister City Officer

**ALSO IN ATTENDANCE:** T Wilkinson, Director, Corban Estate Arts Centre  
L Smith, Gallery Manager, Lopdell House  
D Greig, Chairman, Lopdell House Society

**1 APOLOGIES**

1727/2006

MOVED by Cr Gilmour, seconded Cr Chan:

That apologies from Crs Clow, Cooper and Neeson for absence be received and sustained.

**CARRIED**

**2 URGENT BUSINESS**

There was no Urgent Business.

**3 CONFIRMATION OF MINUTES**

1728/2006

MOVED by Cr Gilmour, seconded Cr Harding:

That the minutes of the Meeting of the Culture, Arts and Events Special Committee held on Wednesday, 9 August 2006 as circulated, be taken as read and now be confirmed.

**CARRIED**

9.35 am Cr Corban entered the meeting.

**4 CORBAN ESTATE ARTS CENTRE - ANNUAL REPORT (2005/2006) AND CONTRACT (2006/2007)**

1729/2006

MOVED by Cr Gilmour, seconded Cr Chan:

That the Corban Estate Arts Centre - Annual Report (2005/2006) and Contract (2006/2007) report be received.

**CARRIED**

A94

1730/2006

MOVED by Cr Stone, seconded Cr Harding:

That the Council notes Mr Trevor Steiner has resigned as Chairman of the Waitakere Arts and Cultural Trust, the Culture, Arts and Events Special Committee formally expresses to Mr Steiner the City's thanks for his energy and enthusiasm in establishing and driving the Corban Estate Arts Centre forward.

**CARRIED**

1731/2006

MOVED by Cr Harding, seconded Cr Chan:

That the 2006/2007 Funding and Service Agreement for the Corban Estate Arts Centre be approved.

**CARRIED**

10.00 am Cr Stone left the meeting.

**5 LOPDELL HOUSE SOCIETY - ANNUAL REPORT (2005/2006) AND CONTRACT (2006/2007)**

1732/2006

MOVED by Cr Chan, seconded Cr Harding:

That the Lopdell House Society - Annual Report (2005/2006) and Contract (2006/2007) report be received.

**CARRIED**

1733/2006

MOVED by Cr Corban, seconded Cr Chan:

That the 2006/2007 Funding and Service Agreement as amended for the Lopdell House Society be approved.

**CARRIED**

10.40 am

The Chairman thanked Members for their attendance and attention to business and declared the meeting closed.

CONFIRMED AT A MEETING OF THE CULTURE,  
ARTS AND EVENTS SPECIAL COMMITTEE  
HELD ON

**DATE:**.....

**CHAIRMAN:**.....

A95

**MINUTES OF A MEETING OF THE PROJECTS SPECIAL COMMITTEE HELD AT  
WAITAKERE CENTRAL, 6 HENDERSON VALLEY ROAD, HENDERSON,  
WAITAKERE, ON WEDNESDAY, 6 SEPTEMBER 2006,  
COMMENCING AT 9.32 AM.**

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**PRESENT:** Councillors PA Hulse (Presiding)  
JM Clews, QSO, JP  
LA Cooper  
C Harding, JP

Deputy Mayor CA Stone (ex officio) (until 10.17 am)

**IN ATTENDANCE:** Director: City Services  
Director: Corporate & Civic Services  
Group Manager: Service Management  
Special Projects Manager  
Civil Defence Manager  
Manager: Information Management  
Service Manager: Landscape Development  
Manager: Property Assets  
Special Projects Engineer  
Project Engineer  
Leisure Services Manager  
Leisure Planner  
Emergency Management Officer  
Committee Secretary: A Chan

**ALSO IN  
ATTENDANCE:** Frank Coleman, Architectus Auckland

**ELECTION OF CHAIRMAN**

As the Chairman and Deputy Chairman were not present, Director: City Services assumed the Chair and declared the meeting open. He called for nominations for the position of Chairman to preside at the meeting.

NOMINATED by Cr Clews, seconded Cr Cooper:

That Cr Hulse be elected to preside at the meeting.

1710/2006

There being no further nominations the Director: City Services **DECLARED** that Cr Hulse be elected to preside at the meeting.

9.40 am Cr Hulse assumed the Chair.

**1 APOLOGIES**

1711/2006

MOVED by Cr Cooper, seconded Cr Harding:

That apologies from Cr Battersby, Cr Corban and Cr Dallow for absence be received and sustained.

**CARRIED**

**2 URGENT BUSINESS**

There was no Urgent Business.

**3 CONFIRMATION OF MINUTES**

1712/2006

MOVED by Cr Harding, seconded Cr Cooper:

That the minutes of the Meeting of the Projects Special Committee held on Wednesday, 2 August 2006, as circulated, be taken as read and now be confirmed.

**CARRIED**

**4 WAITAKERE CENTRAL TRANSPORT INTERCHANGE - CONSTRUCTION STATUS JULY/AUGUST 2006**

1713/2006

MOVED by Cr Clews, seconded Cr Stone:

That the Waitakere Central Transport Interchange - Construction Status July/August 2006 report be received.

**CARRIED**

1714/2006

MOVED by Cr Clews, seconded Cr Cooper:

That a report be presented to the Projects Special Committee on details on the icon structures on the link bridge, the placement of logo and the alternative technology of light.

**CARRIED**

**5 WAITAKERE CENTRAL CIVIC CENTRE - CONSTRUCTION STATUS JULY/AUGUST 2006**

1715/2006

MOVED by Cr Stone, seconded Cr Harding:

That the Waitakere Central Civic Centre - Construction Status July/August 2006 report be received.

**CARRIED**

A97

1716/2006

MOVED by Cr Cooper, seconded Cr Stone:

That a brief be prepared for a comprehensive post-occupancy audit/review of the building usability to be undertaken within 9-12 months of occupancy.

**CARRIED**

1717/2006

MOVED by Cr Hulse, seconded Cr Clews:

That a vote of thanks be recorded to acknowledge Service Manager - Parks Planning for her visionary landscaping work for the Waitakere Central Civic Centre project.

**CARRIED**

1718/2006

MOVED by Cr Clews, seconded Cr Stone:

1. That it be recommended to Council that special commendation be accorded the members of the project team who managed the Waitakere Central Civic Centre development, for their extraordinary commitment in delivering in cooperation with the architects and contractors, the Council's vision on time and within the agreed budget.
2. That it be recognised by Council that the quality of project management has matched the highest standards of the industry.

**CARRIED**

**6 CIVIL DEFENCE EMERGENCY MANAGEMENT – NEW EMERGENCY OPERATIONS CENTRE, PROJECT STATUS SEPTEMBER 2006**

10.17 am Cr Stone left the meeting.

1719/2006

MOVED by Cr Cooper, seconded Cr Harding:

1. That the Civil Defence Emergency Management – New Emergency Operations Centre, Project Status September 2006 report be received.
2. That approval be given for the construction of the Civil Defence Emergency Management New Emergency Operations Centre project to proceed to tender.

**CARRIED**

**7 YOUTH FACILITY CONCEPT**

1720/2006

MOVED by Cr Harding, seconded Cr Cooper:

1. That the Youth Facility Concept report be received.

A98