

Notice is hereby given that an ordinary meeting of the Te Awahou Foxton Community Board will be held on:

**Date:** Monday 30 September 2024  
**Time:** 6:00 pm  
**Meeting Room:** Te Awahou Nieuwe Stroom  
**Venue:** 92 Main Street  
Foxton

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## **Te Awahou Foxton Community Board OPEN AGENDA**

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### **MEMBERSHIP**

<b>Chairperson</b>	Mr John Girling
<b>Deputy Chairperson</b>	Mr Trevor Chambers
<b>Members</b>	Mrs Nola Fox
	Mr Brett Russell
	Mr David Roache
	Deputy Mayor David Allan

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Website: [www.horowhenua.govt.nz](http://www.horowhenua.govt.nz)

**Full Agendas are available on Council's website**  
[www.horowhenua.govt.nz](http://www.horowhenua.govt.nz)

**Full Agendas are also available to be collected from:**  
**Horowhenua District Council Service Centre, 126 Oxford Street, Levin**  
**Te Awahou Nieuwe Stroom, Foxton,**  
**Shannon Service Centre/Library, Plimmer Terrace, Shannon**  
**and Te Takeretanga o Kura-hau-pō, Bath Street, Levin**



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Whakataka te hau ki te uru	Cease the winds from the west
Whakataka te hau ki te tonga	Cease the winds from the south
Kia mākinakina ki uta	Let the breeze blow over the land
Kia mātaratara ki tai	Let the breeze blow over the ocean
E hī ake ana te atakura	Let the red-tipped dawn come with a sharpened air.
He tio, he huka, he hau hū	A touch of frost, a promise of a glorious day.
Tīhei mauri ora!	

**PROCEDURAL**

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## KARAKIA WHAKAMUTUNGA

Kia whakairia te tapu Kia wātea ai te ara Kia turuki whakataha ai, kia turuki whakataha ai Haumi e, hui e, taiki e!	Restrictions are moved aside so the pathway is clear To return to everyday activities  Draw together, affirm!
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**Karakia**

**1 Apologies**

**2 Public Participation**

Notification to speak is required by 12 noon on the day before the meeting. Further information is available on [www.horowhenua.govt.nz](http://www.horowhenua.govt.nz) or by phoning 06 366 0999.

**3 Late Items**

To consider, and if thought fit, to pass a resolution to permit the Council to consider any further items which do not appear on the Agenda of this meeting and/or the meeting to be held with the public excluded.

Such resolution is required to be made pursuant to Section 46A(7) of the Local Government Official Information and Meetings Act 1987, and the Chairperson must advise:

- (i) The reason why the item was not on the Agenda, and
- (ii) The reason why the discussion of this item cannot be delayed until a subsequent meeting.

**4 Declaration of interest**

Members are reminded of their obligation to declare any conflicts of interest in writing they might have in respect of the items on this Agenda.

**5 Confirmation of Minutes**

**Recommendations**

That the meeting minutes of Te Awahou Foxton Community Board, 19 August 2024 be accepted as a true and correct record.



## 6.1 Chairperson's Report - September 2024

File No.: 24/674

### 1. Purpose

- 1.1 To receive the Chairperson's report highlighting matters of interest to Te Awahou Foxton Community Board

### 2. Recommendation

- 2.1 That Report 24/674 Chairperson's Report - September 2024 be received.

### 3. Matters of Interest

- 3.1 An interesting month with several positive developments.

#### Visit to Whanganui

- 3.2 TAFCB had an enjoyable trip to Whanganui in late August, to have a look at the cooperation between Whanganui District Council, Iwi and the Whanganui Endowment fund. We arrived safely in Whanganui where we were given a great presentation from Phil Wardle, the CEO of the interesting development program between the Council, Iwi and the Endowment fund. Although there is no direct similarity between our Foxton Beach Endowment Fund, it was interesting to see how they had formed a special Purpose Vehicle, working together to develop part of the Whanganui Harbour for the benefit of the Community. Food for thought, indeed.

#### 'Ride For Awareness'

- 3.3 Equestrian 'Ride For Awareness' through Foxton on the 14th was one of 50 rides throughout NZ to show the public that there was nothing to fear from equestrians and hopefully to improve their acceptability to Councils around the Country. There were 3 Grooms, 7 helpers, 9 Carriage drivers and 28 riders who rode through Foxton. The group included several locals who are part of the majority of equestrians who do not belong to any club and do not compete.

#### 21st Company Charter Parade

- 3.4 On the 12th September, the 21st Company held their Charter Parade in Foxton. The Charter gives them the "Freedom of the Community". With the right to march through the streets of Foxton with bayonets fixed, drums beating and band playing. They were inspected and addressed by His Worship the Mayor and the Charter was presented by the Chair of the Te Awahou Foxton Community Board. It was a special occasion for the OC, Major Matthew Horn who is off to South Sudan and the CSM who is on her way to Switzerland for a senior WO programme. We were able to meet their replacements and look forward to growing the relationship between Foxton and the 21st Supply Company.

#### Purcell Street

- 3.5 The Purcell Street Pumping requirements and setup discussion was held between HRC, HDC and members of the TAFCB on Wed. 18th September. Decisions are being developed to be able to provide the best alternative in the event of flooding in the Purcell St. region. HRC are researching and costing the various ideas discussed which included the preference for portable pumps which could be used elsewhere if required.

Author(s)	John Girling <b>Chair, Te Awahou Foxton Community Board   Heamana</b>
Approved by	John Girling <b>Chair, Te Awahou Foxton Community Board   Heamana</b>

## 6.2 Community Board Member Report - Nola Fox

File No.: 24/668

### 1. Purpose

- 1.1 To present to Te Awahou Foxton Community Board matters relating to the Te Awahou Foxton Community Board area.

### 2. Recommendation

- 2.1 That Report 24/668 Community Board Member Report - Nola Fox be received.

### 3. Liaison Activity

#### MAVtech

- 3.1 By the time of the Community Board meets on 30th September MAVtech will have held its Annual General Meeting with hopefully some new Board members. The Trust is still seeking a secretary. They will be farewelling Tricia Metcalf who came onto the Board originally as the representative for Te Awahou Foxton Community Board and stayed to support MAVtech's growth. They will also be acknowledging the contributions of immediate past chair – Maree Brannigan.
- 3.2 To support growth, volunteer Jacob Brookie attended the recent Palmerston North Volunteer Expo hosted by Volunteer Central.
- 3.3 Group bookings continue to roll in along with community activities
- 3.4 Upcoming Events
- Thursday 31 October - Pop Up Eats from 5pm – 8pm outside MAVtech along with Candlelight Cinema, a free movie night for kids with Halloween movie at 5pm "Hotel Transylvania" and then 7pm "Horror of Dracula" in conjunction with Horowhenua District Council.
  - Friday 29 November – Museum Open 6pm
  - Friday 29 November – Movie Night 7pm
  - Saturday 30 November – Museum Open 1pm – 4pm
- 3.5 More volunteers always welcome to grow the Trust's operations to open more days.

#### Foxton Beach Community Centre

- 3.6 Demand continues to grow for the shuttle services, with it becoming more regular for volunteers to have to use their own vehicles with petrol reimbursement, to meet request. To meet this need the centre has been carrying out significant fundraising so they can pay 100% of the costs for a 4th vehicle to add to the fleet. What an amazing feat for this group of volunteers. A fourth vehicle will mean even more volunteer drivers will be needed to join the current 20+ drivers – who will go through a training and vetting process. The new caddy subsidised 50% from the Foxton Beach Endowment Fund is currently averaging 5,500+ kilometres a month – estimated 60,000 kilometres a year. Being a new car with free servicing, this cost saving has contributed towards savings for the fourth vehicle.
- 3.7 At tonight's Community Board meeting, the Community Centre will be doing a presentation asking for Te Awahou Foxton Community Board endorsement for signing a 20 year lease with Horowhenua District Council on their premises. This is needed to allow for ongoing



planning and certainty of tenure for the volunteers provided a much need service. I hope my fellow Board Members will support this request.

- 3.8 Also worthy of acknowledgement is the fantastic support these volunteers give to other groups – supporting both the Cancer Society and Daffodil Day collections – with Foxton and the Beach contributing over \$5,000 to the local Cancer Society branches work.
- 3.9 Free Covid tests and face masks are still available from the centre.

**Foxton Surf & Life Saving Club**

- 3.10 I attended the club's AGM on 7th September.
- 3.11 The new President is Daniel Cudby.
- 3.12 The club is in good health helped with recent changes in government funding relieving some of the financial pressure in maintaining rescue equipment in the marine environment.
- 3.13 However, like most not-for-profit groups, in order to keep community activities accessible this means applying for grants and receiving financial support for local businesses help keep the club afloat. High maintenance and equipment replacement costs does place a significant pressure to garner community support and it was great to see their recent quiz night raise \$14,000+ -what great support for these dedicated volunteers to help ensure public safety on our beautiful beach.

**4. Local Government NZ Community Board Conference**

- 4.1 Thank you to my fellow elected members for the opportunity to attend this Conference. I was not sure what to expect and looking at the agenda, I struggled to understand why such huge breaks were in place. Well that was soon dispelled as almost too short at the first break! The opportunities to meet/network with both other elected Councillors and elected Community Board members was energising, informative as well as many interesting displays.
- 4.2 The conference kicked off with a combined sessions with elected members and council staff. For me the stand out speaker on Wednesday was Sarah Lucas – Chair of LGNZ Community Board Executive. The theme of the conference was Super Local and Localism. Whilst it seems a bit of a catchphrase – it is showing itself as the way forward in an ever tighter economic environment. We heard many times over the three days, with lots of evidence provided as well – on how devolving financial and directing operational decisions down to community boards is more cost effective and lightens the load on elected Councillors to be more strategic and visionary in the governance of their district.
- 4.3 Let's start small giving the Te Awahou Foxton Community Board some financial delegations and decision-making authority – local decisions for local needs which will result in savings because local knowledge provides better outcomes.
- 4.4 Multiple panel discussions on Thursday and Friday provided a wealth on real life experiences, including a heart wrenching discussion from some of the community around Whakaari Island elected members on community resilience and responsiveness in an emergency situation.
- 4.5 Takeaways: networking is an important way of getting both support but also learning from other people's experience in local government environment. The people who put themselves forward for public service are indeed a unique group.

Author(s)	Nola Fox <b>Te Awahou Foxton Community Board Member</b>
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Approved by	Nola Fox <b>Te Awahou Foxton Community Board Member</b>
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## 6.3 Community Board Member Report - Brett Russell

File No.: 24/673

### 1. Purpose

- 1.1 This report updates the Community Board on the activities of Community Board Member Brett Russell.

### 2. Recommendation

- 2.1 That Report 24/673 Community Board Member Report - Brett Russell be received.

### 3. The Horowhenua Community Camera Trust - HCCT

- 3.1 The HCCT's Governance Board last met on 18 August 2024 and procedural, governance (finance and funding, strategy and policy matters) were discussed together with Services and Community Safety, Coverage updates and plans. Going forward the Trust strives for innovative but cost effective future focused services that anticipate fuller regional coverage and renewal and large scale funding streams are to be explored and developed. The next Board meeting is scheduled for Tuesday, 14 October 2024.

### 4. Manawatu Estuary Trust

- 4.1 At the time of writing this report The Trust met on 3 September 2024 but unfortunately due to contracting Covid-19 the undersigned could not attend. However the Minutes indicate that a quote from Caldow Builders for the construction of further viewing platforms along the Sunset Walkway have been approved; the Dune Garden continues to progress and the Trust's website is evolving well.
- 4.2 The Manawatu Estuary Management Team held its six monthly meeting at the Manawatu Marine Boating Club on Friday, 20 September 2024. After completing a series of workshops which incorporates the Team's diverse subcommittees viewpoints among other things, DOC's Manawātū Estuary Management Plan 2015 -2025 is about to be superseded by a new Manawātū Estuary Management Plan 2025 -2035. This is scheduled to be launched at our next six monthly meeting again to be held at the Boating Club at Foxton Beach on 14 March 2025. This meeting will also include plans for a further series of workshops every two months, co-ordinated by HDC's Sean Hester, to update the HDC's 2009 Foxton Beach Coastal Reserves Management Plan.

### 5. Wildlife Foxton Trust

- 5.1 Wildlife Foxton Trust has recently moved from Main Street Foxton to 207 Seabury Ave, Foxton Beach (Previously the Senior Citizens Club). They have funds for raising more native plants but need a permit from DOC to gather plants, cuttings, or seeds. There are strict procedures that WFT needs to follow to collect these. Since the Muaūpoko Tribal Authority has a permit, the Trust will seek to see if they would to enable the Trust to use that in the meantime.

Author(s)	Brett Russell <b>Community Board Member</b>
Approved by	Brett Russell <b>Community Board Member</b>



## 6.4 Community Board Member Report - Trevor Chambers

File No.: 24/675

### 1. Purpose

- 1.1 This report presents a petition in relation to Ladys Mile traffic

### 2. Recommendation

- 2.1 That Report 24/675 Community Board Member Report - Trevor Chambers be received.
- 2.2 That this matter or decision be recognised as not significant in terms of s76 of the Local Government Act 2002.

### 3. Background

- 3.1 The attached petition has been received, and is brought to this meeting for further discussion.
- 3.2 Officers advise that they have recent traffic count from the area, with speed data that support the concerns raised.
- 3.3 Traffic calming measures will be included in the forward works programme for prioritisation, but due to recent cuts to the Road Safety Improvement budget, it is unlikely that work will be able to begin this financial year.

### 4. Attachments

No.	Title	Page
A <a href="#">↓</a>	Ladys Mile Petition - for discussion	14

Author(s)	Trevor Chambers <b>Community Board Member</b>
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Approved by	Trevor Chambers <b>Community Board Member</b>
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06 August 2024

Horowhenua District Council

**To the Foxton Community Board**

On behalf of concerned Residents of Ladys Mile Foxton, We as Residents of Ladys Mile have huge concerns about the speed along this stretch of Road mainly going from 80km speed from the beach to a 50K speed limit along Ladys Mile and the speed from Ladys Mile 50k onto the beach road.

We as concerned Residents are asking that the HDC will look at putting speed humps along this 50K stretch of road.

Please keep in mind we have Te Waiora Medical Centre, Foxton Primary, Manawatu College, Heartlands Service Centre and an Industrial are in Ladys Mile.

There are also many young families with small children and older residents along this road whom have trouble leaving and entering there property due to the high speed that cars travel tailgating as you try to pull into your property an many times even getting abused.

We know of people selling their homes and moving out of the region due to the noise and high speed of some of the cars along this stretch of road, we also have six new homes been built and this will be their entrance and exit onto Ladys Mile.

There are also many cyclists using the foot path rather than the road due to not feeling safe, with speeding vehicles residents have to watch for cyclists also, with summer coming along we know this is going to be even a bigger concern.

Please take every consideration on behalf of the Concerned Residents of Ladys Mile Foxton.

Nga Mihi

Thank you

Malene Taylor 39 Ladys mile Foxton  
027 471 2829

RESIDENTS OF LADYS MILE

M.A Taylor

06 August 2024

Horowhenua District Council

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There are also many cyclists using the foot path rather than the road due to not feeling safe, with speeding vehicles residents have to watch for cyclists also, with summer coming along we know this is going to be even a bigger concern.

Please take every consideration on behalf of the Concerned Residents of Ladys Mile Foxton.

Nga Mihi

Thank you

*Marlene Taylor 39 Ladys mile Foxton*  
*027-471-2829*

RESIDENTS OF LADYS MILE

*MAYGAY*



RESIDENTS OF LADYS MILE FOXTON

Name

Signature

Jaydn Buntine

Jaydn

Emma Hawkins  
Natz

Emma  
Natz  
J. Palmer.

Carla Halidore

Jou.

April Hunia

April

Pip Foley

Pip

Andrew Kauri

Andrew

Aroha Newman

Aroha

Keely-Rae Puklowski

Keely-Rae Puklowski

Lynda Baylis

Lynda

Julie Dalley

Julie

JT

JT

Mr. [Signature]

AA

Anne Hays

Anne Hays

[Signature]

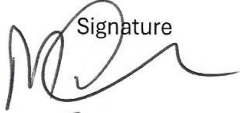




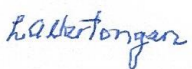
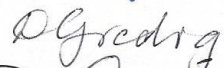
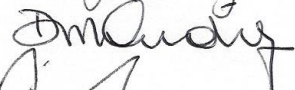
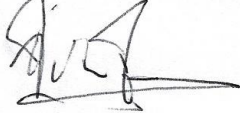





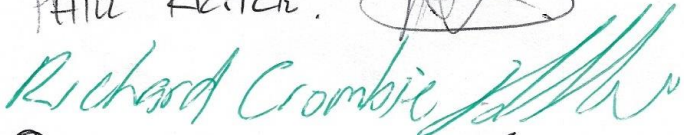
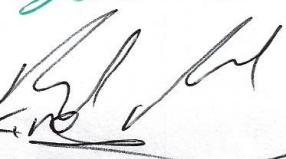
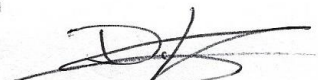
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[Signature]

Katrina Nixon



RESIDENTS OF LADYS MILE FOXTON

Name	Signature
MATT ROBERTS	
W. RAIKES	
Pauline Hanson-Devereux	
ALAN Devereux	
Marlene Taylor	
Lorna Vertongen	
DANE GREDIG	
DANE GREDIG	
Pascha Ross	
Kaydence Ross	
BRUCE TAYLOR	
GILLIAN JAMES	
 MARK NARBUTT	
PHIL KETLER	
Richard Crombie	
Panel Purches	
Dani Purches	

RESIDENTS OF LADYS MILE FOXTON

Name

Signature

James Wiley

*JW*

*MA*

*MA*

Im Sewell

*Im Sewell*

DR Taberner

*M Taberner*

*GO Kilmister*

*Graeme Kilmister*

Shana Kilmister

*Shana Kilmister*

File No.: 24/587

## 7.1 Foxton Beach Community Centre Lease

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### 1. Purpose

- 1.1 This report informs Te Awahou Foxton Community Board of a proposed deed of lease for the Foxton Beach Community Centre Incorporated for 9866m<sup>2</sup>, across two titles on Seabury Ave, Foxton, for a 20 year term and seek the Board's recommendation to Council.

### 2. Executive Summary

- 2.1 Foxton Beach Community Centre has operated from Council owned property since 2011. Until this point this has been done without a signed lease.
- 2.2 In 2022 Council agreed to subdivide a section of Dawick Reserve, extending the Foxton Beach Community Centre footprint to allow for a new three car garage.
- 2.3 A lease has been negotiated from 1 July 2024 for a term of 20 years. The annual rental of \$200 inc.GST has been calculated using the Community Leases Policy criterion.
- 2.4 The rent will be reviewed in accordance with the Community Leases Policy, on each third anniversary of the Commencement Date during the term of the lease.

### 3. Recommendation

- 3.1 That Report 24/587 Foxton Beach Community Centre Lease be received.
- 3.2 That this matter or decision is recognised as not significant in terms of S76 of the Local Government Act.
- 3.3 That Te Awahou Foxton Community Board recommends Council enters into a new Deed of Lease with Foxton Beach Community Centre Incorporated for 9866m<sup>2</sup>, across two titles on Seabury Ave, Foxton, for a 20 year term.

### 4. Background / Previous Council Decisions

- 4.1 Council and Te Awahou Foxton Community Board have supported the Foxton Beach Community Centre over the years, by providing funding via the Foxton Beach Freeholding account for vehicles and garaging.
- 4.2 In June 2022 Council supported the partial use of the land on Lot 2 DP 91336 for the Foxton Beach Community Centre for a three car garage, extending the footprint of land being used by the Foxton Beach Community Centre.
- 4.3 In accordance with Council's Community Leases Policy, applications for leases in excess of five years will be referred to Council for a resolution.

### 5. Discussion

- 5.1 The Community Centre undertakes a number of valued functions within the Foxton Beach community, including:
- a) providing transport options for those members of the community who are unable to transport themselves for hospital and medical visits;
  - b) monthly clinics, including a community nurse at set available hours;
  - c) drop-in services; and
  - d) rooms for hire.

- 5.2 The Centre states “We are a community centre that provides a shuttle service for patients requiring transport to Palmerston North Hospital and all medical appointments within the Foxton, Shannon and Levin area and we pick up and deliver patients back home including Himatangi”.
- 5.3 Council holds no records of a lease with the Foxton Beach Community Centre, other than a draft, unsigned lease in 2011.
- 5.4 The Foxton Beach Community Centre would like the assurance a 20-year lease will provide.
- 5.5 Officers have calculated the lease amount using the Community Leases Policy criterion, which allows for the annual rent to be \$200 per annum. There is a rent review every three years as per the Policy.
- 5.6 The Community Centre Board have impressed upon officers the desire to have as few additional outgoings as possible that are related to the lease and building. Particularly as the centre has not previously had these costs as there has not been a lease.
- 5.7 While officers have proposed that Council as the landlord is liable for rates, which comes to \$2,847.02 per annum, all other outgoings including utilities, pest control, cleaning and maintenance (excluding structural repairs) will be met by the Foxton Beach Community Centre. This is consistent with the Community Leases Policy.
- 5.8 Council officers have been working closely with the Community Centre over the past 12 months to undertake maintenance of the building, replacing and upgrading signage as has been highlighted as necessary through Council’s asset management planning.
- 5.9 Additionally, officers are aware of the community good the Foxton Beach Community Centre provides and the financial pressures constantly facing the centre, therefore have worked with board members to negotiate outgoing costs.
- 5.10 As the proposed lease term is greater than five years, Council approval is required.

## **6. Options**

- 6.1 That the Board recommends Council grants a lease to Foxton Beach Community Centre, this is the recommended option from officers. It considers the continuous long-term community service the Centre provides the Horowhenua District. Foxton Beach Community Centre are receptive to a shorter term in recognition of the possibility Council’s future use of the land may change over the medium term.
- 6.2 That the Board recommends Council chooses not to grant a lease to Foxton Beach Community Centre. While this remains an available course of action, it’s important to note that this option could lead to operational disruptions for the Centre and wider community.

### **Cost**

- 6.3 Each party will bear their own costs in respect to the development of the lease and will carry out the costs as outlined in the lease.

### **Rate Impact**

- 6.4 There will be no rates impacts arising.

### **Community Wellbeing**

- 6.5 Granting a lease to Foxton Beach Community Centre will assist in Council’s Community Wellbeing priority areas of Connected Community, Health and Wellbeing and Sense of place and belonging.

### **Consenting Issues**

- 6.6 There are no consents required or consenting issues arising.

## **LTP Integration**

- 6.7 There is no LTP programme related to the option of proceeding with this new lease. There are no Special Consultative Processes required.

## **7. Consultation**

- 7.1 No consultation was required to be undertaken.

## **8. Legal Considerations**

- 8.1 There are no legal requirements or statutory obligations affecting options or proposals.

## **9. Financial Considerations**

- 9.1 Should Council grant the lease, including the suggested outgoing charges this will see a reduction in operational costs to Council and a slight addition to income each year. The utilities (electricity and water) were \$1,388 in the 2023/24 financial year.

## **10. Iwi Considerations**

- 10.1 There are no iwi considerations.

## **11. Climate Change Considerations**

- 11.1 There is no Climate Change impact.

## **12. Environmental Considerations**

- 12.1 There are no Environmental considerations.

## **13. Health & Safety Considerations**

- 13.1 There is no Health & Safety impact.

## **14. Other Considerations**

- 14.1 There are no other considerations.

## **15. Next Steps**

- 15.1 Should the Board recommend a lease to Council, this will be taken to Council for a decision.

## **16. Supporting Information**

### **Strategic Fit/Strategic Outcome**

Granting of the lease fits with Council's community outcomes, particularly Strong Communities as the lease delivers the desired outcome of providing infrastructure and services as a foundation for resilient and connected communities.

### **Decision Making**

This decision can be made outside of the LTP.

### **Consistency with Existing Policy**

**This report and recommendation is consistent with the Community leases Policy.**

<b>Risk Area</b>	<b>Risk Identified</b>	<b>Consequence</b>	<b>Likelihood</b>	<b>Risk Assessment (Low to Extreme)</b>	<b>Managed how</b>
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Reputational	There is a risk to reputation should Council not sign a lease agreement, given the community good the centre provides and the support already provided by Council such as endowment funds for the garage and vehicles.	Such a decision would be viewed as contradictory and therefore would negatively impact Council's reputation.	Low	Low	Risk is outlined, and communication is maintained between Council, community and the Centre.
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### **Confirmation of statutory compliance**

In accordance with section 76-79 of the Local Government Act 2002, this report is approved as:

- a. containing sufficient information about the options and their advantages and disadvantages, bearing in mind the significance of the decisions; and,
- b. is based on adequate knowledge about, and adequate consideration of, the views and preferences of affected and interested parties bearing in mind the significance of the decision.

## **17. Attachments**

No.	Title	Page
A↓	Foxton Beach Community Centre lease draft agreement - 108 Seabury Ave - Sept 2024	23

Author(s)	Lacey Winiata <b>Parks &amp; Property Manager   Tumu Rawa, Papa Rēhia</b>
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Approved by	Brent Harvey <b>Group Manager - Community Experience &amp; Services   Tumu Rangapū, Wheako Hapori, Ratonga</b>
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## DEED OF LEASE

**PREMISES** As described in the FIRST SCHEDULE

**LANDLORD:** Horowhenua District Council, a territorial authority pursuant to the Local Government Act 2002 and is the administering local authority pursuant to the provisions of Section 21 of the Reserves & Other Lands Disposal Act 1956 ("Endowment Land").

**TENANT:** Foxton Beach Community Centre Incorporated

**GUARANTOR:**

**THE LANDLORD** leases the Premises to the Tenant and the Tenant accepts the lease of the premises on the terms and conditions set out in this Deed of Lease for a term of 20 years from a commencement date in the FIRST SCHEDULE.

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

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

**SIGNED by the Landlord\***

In the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Occupation

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
Signature of Landlord

\_\_\_\_\_  
Print Full Name

(for a company specify position:

Director/Attorney/Authorised Signatory)

\_\_\_\_\_  
Signature of Landlord

\_\_\_\_\_  
Print Full Name

(for a company specify position:

Director/Attorney/Authorised Signatory)

**SIGNED by the Tenant\***

In the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Occupation

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Print Full Name

(for a company specify position:

Director/Attorney/Authorised Signatory)

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Print Full Name

(for a company specify position:

Director/Attorney/Authorised Signatory)

**SIGNED by the Guarantor\***

In the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Occupation

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Print Full Name

(for a company specify position:

Director/Attorney/Authorised Signatory)

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Print Full Name

(for a company specify position:

Director/Attorney/Authorised Signatory)



## FIRST SCHEDULE

1. **PREMISES:**  
565 SQUARE METERS more or less situated at Lot: 1 DP: 74876 Seabury Avenue, Foxton Beach. Including all of the Community Centre buildings including a garage.  
And Lot 1 DP: 91336 Seabury Avenue Foxton Beach.
2. **CAR PARKS:** NIL
3. **TERM:** 20 years from the Commencement Date
4. **COMMENCEMENT DATE:** 1 October 2024
5. **RIGHTS OF RENEWAL:** Nil
6. **RENEWAL DATES:** Not applicable
7. **FINAL EXPIRY DATE:** The twentieth anniversary of the Commencement Date
8. **ANNUAL RENT:** \$200 plus outgoings and GST
9. **MONTHLY RENT:** Not applicable
10. **RENT PAYMENT DATES:** The 1<sup>st</sup> day of October in each year during the term the annual rent to be paid without any deductions or set-off by direct payment to the Landlord or as the Landlord may direct.  
Any part- year rental payments shall be no later than the due date.
11. **RENT REVIEW DATES:** The rent will be reviewed in accordance with the Landlord's Community Lease Policy on each third anniversary of the Commencement Date during the term of the lease, with the first occurring October 2027.
12. **DEFAULT INTEREST RATE:** 10% per annum  
(Subclause 5.1)
13. **USE:** Use of the Foxton Beach Community Centre buildings on Lot: 1 DP: 74876 shall be to provide a service to the Foxton Beach Community by allowing the Community Centre facilities to be used by medical and social services organisations for private appointments with the community residents and/or public community meetings.  
Use of Lot 1 DP: 91336 is for a 3 bay garage to store the health shuttle vehicles.
14. **LANDLORD'S INSURANCE:** (1) Cover for the building against damage and (Subclause 23.1) destruction by fire, flood, explosion, lightning, storm, earthquake, and volcanic activity on the following basis:
  - (a) Full replacement and reinstatement (including loss damage or destruction of windows and other glass);

(Delete either (a) or (b): if neither option is deleted **OR**

- ~~then option (a) applies)~~
- ~~(b) Indemnity to full insurable value (including loss damage or destruction of windows and other glass).~~
- ~~(Delete option (i) and complete option (ii) if required. If option (i) is not deleted and option (ii) is completed then option (ii) applies)~~ (2) ~~Cover for the following additional risks:~~
- ~~(a) (i) 12 months~~
- ~~OR~~
- ~~(ii) ..... months~~
- ~~indemnity in respect of consequential loss of rent and outgoings~~
- ~~(b) Loss damage or destruction of any of the Landlord's fixtures fittings and chattels.~~
- ~~(c) Public liability.~~
15. **NO ACCESS PERIOD:** (1) 12 months  
(subclause 27.6) **OR**  
~~(Delete option (1) and complete option (2) if required. If option (1) is not deleted and option (2) is completed then option (2) applies)~~ (2)
16. **PROPORTION OF OUTGOINGS:** 100% to be met by the Lessee which at commencement date is estimated to be \$..... Plus GST per annum
17. **LIMITED LIABILITY TRUSTEE:** Not Applicable
18. **OUTGOINGS:**  
(clause 3)
- ~~(a) Rates or levies payable to any or territorial authority.~~
- (b) Charges for water, gas, electricity, telecommunications and other utilities or services, including line charges.
- (c) Rubbish collection and recycling charges.
- (d) Pest control relating to the use of the building
- ~~(e) Any insurance excess (but not exceeding \$2,000) in respect of a claim and insurance premiums and related valuation fees (subject to subclause 23.2).~~
- (f) Security services as they appertain to the centre.
- (g) Cleaning, maintenance and repair charges including charges for repainting, decoration repairs and the maintenance and repair of building services to the extent that such charges do not comprise part of the cost of a service maintenance contract, but excluding charges for structural repairs to the building (minor repairs to the roof of the building shall not be a structural repair), repairs due to defects in design or construction, inherent defects in the building and renewal or replacement of building services.
- (h) The provisioning of toilets and other shared facilities.
- ~~(i) The cost of maintenance of lawns, gardens and planted areas including plant hire and replacement, and the cost of repair of fences.~~
- ~~(j) Yard and car parking area maintenance and repair charges but excluding charges for repaving and resealing.~~
- ~~(k) Body Corporate charges for any insurance premiums under any insurance policy offered by the Body Corporate and related valuation fees and reasonable management administration expense.~~
- ~~(l) Management expenses (subject to subclause 3.7).~~
- ~~(m) The costs incurred and payable by the Landlord in supplying to the territorial authority a building warrant of fitness and obtaining reports as required by sections 108 and 110 of the Building Act 2004 but excluding the costs of upgrading or other work to make the building comply with the Building Act 2004.~~

## SECOND SCHEDULE

### TENANT'S PAYMENTS

#### Rent

- 1.1 The Tenant shall pay the annual rent by a one-off payment at the Commencement Date and every year thereafter (or as varied pursuant to any rent review) on the Rent Payment Date. All rent shall be paid without any deductions or set-off by direct payment to the Landlord or as the Landlord may direct.

#### 2.0 Rent Review

- 2.1 The rent shall be reviewed every three years during the term in accordance with the Landlord's Community Lease Policy.
- (a) Notwithstanding any other provisions of this clause, the annual rent payable as from the relevant rent review date shall not be less than the annual rent payable as at the commencement date.
- (b) The annual rent determined pursuant to clause 2.1 shall be the annual rent payable as from the relevant rent review date or the date of the Landlord's notice if such notice is served later than 3 months after the relevant rent review date.
- (c) The rent review may be recorded by way of deed or continuous tax invoice.

#### Rent Determinations

- 2.2 Immediately following service of the Recipient's notice on the Initiator, the parties shall endeavour to agree upon the current market rent, but if agreement is not reached within 10 working days then the new rent may be determined either:
- (a) By one party giving written notice to the other requiring the new rent to be determined by arbitration; or
- (b) If the parties so agree by registered valuers acting as experts and not as arbitrators as follows:
- (1) Each party shall appoint a valuer and give written notice of the appointment to the other party within 20 working days of the parties agreeing to so determine the new rent.
- (2) If the party receiving a notice fails to appoint a valuer within 20 working day period then the valuer appointed by the other party shall determine the new rent and such determination shall be binding on both parties.
- (3) The valuers appointed before commencing their determination shall appoint a third expert who need not be a registered valuer. If the parties cannot agree on the third expert, the appointment shall be made on the application of either party by the president or vice president for the time being of The New Zealand Institute of Valuers.
- (4) The valuers appointed by the parties shall determine the current market rent of the premises but if they fail to agree then the rent shall be determined by the third expert.
- (5) Each party shall be given the opportunity to make written or oral representations subject to such reasonable time and other limits as the valuers or the third expert may prescribe and they shall have regard to any of the representations but not be bound by them.
- (6) The parties shall jointly and severally indemnify the third expert for their costs. As between the parties, they will share the costs equally. A party may pay the other party's share of the costs and recover the payment on demand from the other party.
- (7) If the parties agree, they may release the third expert from liability for negligence in acting as third expert in accordance with this subclause 2.2.
- When the new rent has been determined the person or persons determining it shall give written notice of it to the parties. The notice shall provide as to how the costs of the determination shall be borne and it shall be binding on the parties.

#### Interim Market Rent

- 2.3 Pending determination of the new rent, the Tenant shall from the relevant market rent review date, or the date of service of the Initiator's notice if the notice is served later than 3 months after the relevant market rent review date, until the determination of the new rent pay an interim rent as follows:
- (a) If both parties supply a registered valuer's certificate substantiating the new rents proposed, the interim rent payable shall be half way between the new rents proposed by the parties; or
- (b) If only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or
- (c) if no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant market rent review date.

- ~~But in no circumstances shall the interim rent be less than the rent payable as at the commencement date of the then current lease term.~~
- ~~The interim rent shall be payable with effect from the relevant market rent review date, or the date of service of the Initiator's notice if the notice is served later than 3 months after the relevant market rent review date and, subject to subclause 2.4, shall not be subject to adjustment.~~
- 2.4 Upon determination of the new rent, any overpayment shall be applied in payment of the next month's rent and any amount then remaining shall immediately be refunded to the Tenant. Any shortfall in payment shall immediately be payable by the Tenant.

#### CPI Rent Review

- 2.5 The annual rent payable from each CPI rent review date shall be determined as follows:
- (a) The Landlord shall adjust the annual rent on the basis of increases (and not decreases) in the CPI by giving notice to the Tenant of the increases (if any) using the formula:
- $$A = B \times (C + D)$$
- Where:
- A = the CPI reviewed rent from the relevant CPI rent review date
- B = the annual rent payable immediately before the relevant CPI rent review date
- C = CPI for the quarter year ending immediately before the relevant CPI rent review date
- D = CPI for the quarter year ending immediately before the last rent review date or if there is no previous rent review date, the commencement date of the then current term of the lease (and in the case where A is the CPI reviewed rent for a renewal date then the last rent review date of the immediate preceding lease term or if there is no rent review date the commencement date of the preceding term)
- where (C+D) shall not be less than 1.
- (b) If the CPI is discontinued and not replaced, or if there is a material change to the basis of calculation of the CPI, or a resetting of the CPI, an appropriate index which reflects the change in the cost of living in New Zealand as agreed by the parties and failing agreement to be determined by an expert appointed by the president or vice president of the New Zealand Law Society will be used.
- (c) If the relevant CPI is not published at the relevant CPI rent review date, as soon as the CPI is published an appropriate adjustment will be made to the rent (if necessary) with effect from the relevant CPI rent review date.
- (d) Notwithstanding any other provision of subclause 2.5, the annual rent payable as from the relevant CPI rent review date shall not be less than the annual rent payable immediately preceding the CPI rent review date (and in the case where the relevant CPI rent review date is a renewal date, the annual rent payable at the expiry of the preceding term).
- 2.6 The new rent determined pursuant to subclause 2.5 shall be payable from the relevant CPI rent review date once it is determined by the Landlord giving notice under that subclause. Pending determination of the new rent, the Tenant will pay the rent that applies prior to the CPI rent review date. On determination of the new rent, the Tenant will immediately pay any shortfall to the Landlord.

#### 3.0 Outgoings

- 3.1 The Tenant shall pay the outgoings properly and reasonably incurred in respect of the property which are specified in the First Schedule. Where any outgoing is not separately assessed or levied in respect of the premises then the Tenant shall pay such proportion of it as is specified in the First Schedule or if no proportion is specified then such fair proportion as shall be agreed or failing agreement determined by arbitration.
- 3.2 The Landlord shall vary the proportion of any outgoing payable to ensure that the Tenant pays a fair proportion of the outgoing.
- ~~3.3 If any outgoing is rendered necessary by another tenant of the property or that tenant's employees, contractors or invitees causing damage to the property or by another tenant failing to comply with that tenant's leasing obligations, then that outgoing shall not be payable by the Tenant.~~
- 3.4 The outgoings shall be apportioned between the Landlord and the Tenant in respect of period's current at the commencement and termination of the term.
- 3.5 The outgoings shall be payable on demand or if required by the Landlord by monthly instalments ~~on each rent payment date of a reasonable amount~~ as the Landlord shall determine calculated on an annual basis. Where any outgoing has not been taken into account in determining the monthly instalments it shall be payable on demand.

- 3.6 After the 30<sup>th</sup> June in each year of the term or other date in each year as the Landlord may specify, and after the end of the term, the Landlord shall supply to the Tenant reasonable details of the actual outgoings for the year or period then ended. Any over payment shall be credited or refunded to the Tenant and any deficiency shall be payable to the Landlord on demand.

~~3.7 Any profit derived by the Landlord and if a company by its shareholders either directly or indirectly from the management of the property shall not compromise part of the management expenses payable as an outgoing.~~

#### **Goods and Services Tax**

- 4.1 The Tenant shall pay to the Landlord or as the Landlord shall direct the GST payable by the Landlord in respect of the rental and other payments payable by the Tenant under this lease. The GST in respect of the rental shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payment shall be payable upon demand.
- 4.2 If the Tenant shall make default in payment of the rental or other moneys payable under this lease and the Landlord becomes liable to pay Default GST then the Tenant shall on demand pay to the Landlord the Default GST in addition to interest payable on the unpaid GST under subclause 5.1.

#### **Interest on Unpaid Money**

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

#### **Costs**

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

### **LANDLORD'S PAYMENTS**

#### **Outgoings**

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

### **MAINTENANCE AND CARE OF PREMISES**

#### **Tenant's Obligations**

- 8.1 The Tenant shall be responsible to:
- (a) **Maintain the premises**  
In a proper and workmanlike manner and to the reasonable requirements of the Landlord keep and maintain the interior of the premises in the same clean order repair and condition as they were in at the commencement date of this lease (or where the lease is renewed, the commencement date of the initial term of this lease) and will at the end or earlier determination of the term quietly yield up the same in the like clean order repair and condition. The premises condition report (if completed) shall be evidence of the condition of the premises at the commencement date of this lease. In each case the Tenant shall not be liable for fair wear and tear arising from reasonable use.
  - (b) **Breakages and minor replacements**  
Repair or replace glass breakages with glass of the same or better weight and quality, repair breakage or damage to all doors windows light fittings and power points of the premises and replace light bulbs, tubes and power points that wear out with items of the same or better quality and specification.
  - (c) **Painting**  
Paint and decorate those parts of the interior of the premises which have previously been painted and decorated as at the commencement date of this lease (or where the lease is renewed the commencement date of the initial term of this lease) when they reasonably require repainting and redecoration to a specification as approved by the Landlord such approval not to be unreasonably withheld.

- (d) **Floor coverings**  
Keep all floor coverings in the premises clean and replace all floor coverings worn or damaged other than by fair wear and tear with floor coverings of the same or better quality, specification and appearance when reasonably required by the Landlord.
- (e) **Damage or Loss**  
Make good any damage to the property or loss caused by improper careless or abnormal use by the Tenant or those for whom the Tenant is responsible, to the Landlord's reasonable requirements.
- 8.2 Where the Tenant is leasing all of the property, the Tenant shall:
- (a) **Care of grounds**  
Keep any grounds yards and surfaced areas in a clean and tidy condition and maintain any garden or lawn areas in a tidy and cared for condition.
- (b) **Water and drainage**  
Keep and maintain the storm or waste water drainage system including downpipes and guttering clear and unobstructed.
- (c) **Other works**  
Carry out those works maintenance and repairs to the property as the Landlord may require in respect of which outgoings are payable by the Tenant.
- 8.3 Notwithstanding subclause 8.1(a) the Tenant shall not be liable for the maintenance or repair of any building services but this subclause shall not release the Tenant from any obligation to pay for the cost of any service maintenance contract or charges in respect of the maintenance or repair of the building services if it is an outgoing specified in the First Schedule but only to the extent specified in the First Schedule.
- 8.4 Notwithstanding any other provision of this lease, the Tenant shall not be liable to repair any inherent defect in the premises nor to pay any outgoings incurred by the Landlord in remedying any inherent defect.
- 8.5 If the Landlord shall give the Tenant written notice of any failure on the part of the Tenant to comply with any of the requirements of subclauses 8.1 or 8.2 the Tenant shall with all reasonable speed so comply.
- Toilets**
- 9.1 The toilet sinks and drains shall be used for their designed purposes only and no substance or matter shall be deposited in them which could damage or block them.
- Rubbish Removal**
- 10.1 The Tenant shall regularly cause all of the Tenant's rubbish and recycling to be removed from the premises and will keep the Tenant's rubbish bins or containers in a tidy condition. The Tenant will also at the Tenant's own expense caused to be removed all trade waste boxes and other goods or rubbish not removable in the ordinary course by the local authority.
- Landlord's Maintenance**
- 11.1 The Landlord shall keep and maintain the building, all building services and the carparks in good order and repair and weatherproof but the Landlord shall not be liable for any:
- (a) Repair or maintenance which the Tenant is responsible to undertake.
- (b) Want of repair or defect in respect of building services, so long as the Landlord is maintaining a service maintenance contract covering the work to be done, or where the building services have not been supplied by the Landlord.
- (c) Repair or maintenance which is not reasonably necessary for the Tenant's use and enjoyment of the premises
- (d) Loss suffered by the Tenant arising from any want of repair or defect unless the Landlord shall have received notice in writing of that from the Tenant and has not within a reasonable time after that taken appropriate steps to remedy the same.
- 11.2 The Landlord shall keep and maintain service maintenance contracts for lifts, air-conditioning and at the Landlord's option any other building services supplied by the Landlord. Whenever building services cannot be maintained in good order and repair through regular maintenance, the Landlord will if reasonably required replace the services with services of a similar type and quality.
- 11.3 The Tenant shall be liable to reimburse the Landlord for the cost of any such repair, maintenance or service contract pursuant to subclauses 11.1 and 11.2 if it is an outgoing specified in the First Schedule but only to the extent specified in the First Schedule.

**Notification of Defects**

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

**Landlord's Right of Inspection**

- 13.1 The Landlord and the Landlord's employees, contractors and invitees may at all reasonable times and after having given prior written notice to the Tenant (except in the case of emergencies) enter upon the premises to view their condition.

**Landlord May Repair**

- 14.1 If default shall be made by the Tenant in the due and punctual compliance with any repair notice given by the Landlord pursuant to this lease, or if any repairs for which the Tenant is responsible require to be undertaken as a matter of urgency then without prejudice to the Landlord's other rights and remedies expressed or implied the Landlord may by the Landlord's employees and contractors with all necessary equipment and material at all reasonable times and on reasonable notice (except in the case of emergencies) enter the premises to execute the works. Any moneys expended by the Landlord in executing the works shall be payable by the Tenant to the Landlord upon demand together with interest on the moneys expended at the default interest rate from the date of expenditure to the date of payment.

**Access for Works**

- 15.1 The Tenant shall permit the Landlord and the Landlord's employees and contractors at all reasonable times and on reasonable written notice (except in the case of emergencies) to enter the premises for a reasonable period to inspect and carry out works to the premises or adjacent premises and to install inspect repair renew or replace any services where they are not competent authority. All repairs inspections and works shall be carried out with the least possible inconvenience to the Tenant subject to subclauses 15.3 and 15.4.
- 15.2 If the Tenant's business use of the premises is materially disrupted because of the Landlord's works provided for in subclause 15.1, then during the period the works are being carried out a fair proportion of the rent and outgoings shall cease to be payable but without prejudice to the Tenant's rights if the disruption is due to a breach by the Landlord of the Landlord's obligation, under subclause 15.1, to cause the least possible inconvenience to the Tenant.
- 15.3 If in the Landlord's reasonable opinion, the Landlord requires the Tenant to vacate the whole or part of the premises to enable the works referred to in subclause 15.1 to be carried out, the Landlord may give the Tenant reasonable written notice requiring the Tenant to vacate the whole or part of the premises and specifying a reasonable period for which the Landlord requires possession. On the expiry of the notice the Landlord may take possession of the premises or the part specified in the notice. A fair proportion of the rent and outgoings shall cease to be payable during the period the Tenant vacates the premises as required by the Landlord.
- 15.4 The Landlord shall act in good faith, and have regard to the nature, extent and, urgency of the works when exercising the Landlord's right of access or possession in accordance with subclause 15.1 and 15.3.

**USE OF PREMISES**

**Use**

- 16.1 The Tenant shall not without the prior written consent of the Landlord use or permit the whole or any part of the premises to be used for any purpose other than the use as set out at clause 13 of the FIRST SCHEDULE.
- 16.2 If any change in use requires compliance with sections 114 and 115 of the Building Act 2004 the Landlord, as a condition of granting consent, may require the Tenant to comply with sections 114 and 115 of the Act and to pay all compliance costs.
- 16.3 The Tenant must ensure the premises remains utilised to an acceptable level but at all times pursuant to the use as set out in clause 13 of the First Schedule. If the premises becomes underutilised for reasonable periods of time and after consultation with the Tenant the Landlord forms the reasonable opinion that the premises is under utilized, the Landlord may elect to terminate the lease;
- 16.4 The provisions in 16.3 shall not to be exercised maliciously or arbitrarily by Landlord.
- 16.5 The Tenant may give permission to Mobile Shops and Hawkers who have a current Permit to Trade to trade from the premises.

**Other Services**

- 16.6 The Landlord may approve the periodic use of the premises by emergency, civil defence, police, search and rescue, fire and emergency and other emergency community services where an event warrants such emergency use as determined by the Landlord or any other relevant governmental body.
- 16.7 The Tenant acknowledges the possible periodic emergency use may be necessary from time to time and agrees to permit such use and cooperate with the Landlord and any other relevant authority

- 16.8 The Landlord or lead emergency service providers will use their best endeavours to keep the Tenant reasonably informed during any emergency event that requires periodic use of the premises as described herein.
- 16.9 The Landlord may consent to use of the premises by other community groups or the Local or Regional Authorities for community purposes provided that such other use complies in all other respects with the use provisions of this lease.

~~16.8 If the premises are a retail shop the Tenant shall keep the premises open for business during usual trading hours and fully stocked with appropriate merchandise for the efficient conduct of the Tenant's business.~~

**Lease of Premises and Car Parks Only**

~~17.1 The tenancy shall relate only to the premises as described in the FIRST SCHEDULE and the car parks (if any) and the Landlord shall at all times be entitled to use occupy and deal with the remainder of the property without reference to the Tenant and the Tenant shall have no rights in relation to it other than the rights of use under this lease.~~

**Neglect of Other Tenant**

~~18.1 The Landlord shall not be responsible to the Tenant for any act or default or neglect of any other tenant of the property.~~

**Signage**

- 19.1 The Tenant shall not affix paint or exhibit or permit to be affixed painted or exhibited any name sign name-plate signboard or advertisement of any description on or to the exterior of the building without the prior approval in writing of the Landlord but approval shall not be unreasonably or arbitrarily withheld or delayed in respect of signage describing the Tenant's use. If approved the signage shall be secured in a substantial and proper manner so as not to cause any damage to the building or any person and the Tenant shall at the end or sooner determination of the term remove the signage and make good any damage occasioned in connection with the signage.

**Additions, Alterations, Reinstatement and Chattels Removal**

- 20.1 The Tenant shall neither make nor allow to be made any alterations or additions to any part of the premises or alter the external appearance of the building without first producing to the Landlord on every occasion plans and specifications and obtaining the written consent of the Landlord (not to be unreasonably or arbitrarily withheld or delayed) for that purpose. If the Landlord authorises any alterations or additions which are made before the commencement date or during the term of this lease the Tenant will at the Tenant's own expense if required by the Landlord no later than the end or earlier termination of the term reinstate the premises. Ownership of the alterations or additions that are not removed by the end or earlier termination of the lease may at the Landlord's election pass to the Landlord without compensation payable to the Tenant. If the Tenant fails to reinstate then any costs incurred by the Landlord in reinstating the premises whether in whole or in part, within 6 months of the end or earlier termination of the term shall be recoverable from the Tenant.
- 20.2 The Tenant, when undertaking any "building work" to the premises (as that term is defined in the Building Act 2004), shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates pursuant to that Act and shall provide copies of the building consents and code compliance certificates to the Landlord.
- 20.3 The Tenant may at any time before and will if required by the Landlord no later than the end or earlier termination of the term remove all the Tenant's chattels. In addition to the Tenant's obligations to reinstate the premises pursuant to subclause 20.1 the termination of the term ownership of the chattels may at the Landlord's election pass to the Landlord or the Landlord may remove them from the premises and forward them to a refuse collection centre. Where subclause 27.5 applies, the time by which the Tenant must remove the chattels and to make good all resulting damage will be extended to 5 working days after access to the premises is available.
- 20.4 The cost of making good resulting damage and the cost of removal of the Tenant's chattels shall be recoverable from the Tenant and the Landlord shall not be liable to pay any compensation nor be liable for any loss suffered by the Tenant.

**Compliance with Statutes and Regulations**

- 21.1 The Tenant shall comply with the provisions of all statutes, ordinances, regulations and by-laws relating to the use of the premises by the Tenant or other occupant and will also comply with the provisions all licences, requisitions and notices issued by any competent authority in respect of the premises or their use by the Tenant or other occupant provided that:
- (a) The Tenant shall not be required to make any structural repairs alterations or additions nor to replace or install any plant or equipment except where required by reason of the particular nature of the use of the premises by the Tenant or other occupant of the premises or the number or sex of persons employed on the premises.
  - (b) The Tenant shall not be liable to discharge the Landlord's obligations as owner under the Building Act 2004 unless any particular obligation is the responsibility of the Tenant as an occupier of the premises.



- (c) The Tenant will promptly provide the Landlord with a copy of all requisitions and notices received from a competent authority under this subclause.
- 21.2 If the Landlord is obliged by any legislation or requirement of any competent authority to expend moneys during the term of this lease or any renewed term on any improvement addition or alteration to the property which is not the Tenant's responsibility under subclause 21.1 and the expenditure would be an unreasonable amount then the Landlord may determine the lease. Any dispute as to whether or not the amount to be expended by the Landlord is unreasonable shall be determined by arbitration.
- 21.3 The Landlord warrants that allowing the premises to be open to members of the public and allowing the use of the premises by members of the public at the commencement date will not be a breach of section 363 of the Building Act 2004. This clause does not apply to any "building work" (as defined in the Building Act 2004) relating to the fit-out of the premises by the Tenant.
- 21.4 The Tenant, when undertaking any building work to the premises, shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates and shall not allow the premises to be open to members of the public or allow use of the premises by members of the public if that would be in breach of section 363 of the Building Act 2004.
- 21.5 During the term and any renewal, the Landlord shall not give consent to or carry out any building work in any part of the Landlord's property which may cause the Tenant to be in breach of section 363 of the Building Act 2004 by allowing the premises to be open to members of the public and allowing the use of the premises by members of the public.

**No Noxious Use**

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

**INSURANCE**

**Landlord Shall Insure**

- 23.1 The Landlord shall at all times during the term keep and maintain insurance of the type shown and for the risks specified in the First Schedule. If insurance cover required under this subclause becomes unavailable during the term of this lease and any renewal other than because of the Landlord's act or omission, the Landlord will not be in breach while cover is unavailable, provided the Landlord uses all reasonable endeavours on an ongoing basis to obtain cover. The Landlord will advise the Tenant in writing whenever cover becomes unavailable and provide reasons as to the unavailability. The Landlord will also provide the Tenant with reasonable information relating to the cover when requested by the Tenant.
- 23.2 The parties acknowledge and agree pursuant to section 271 of the Property Law Act 2007 that to the extent of any excess payable regarding any insurance policy held by the Landlord, the excess will represent an amount for which the Landlord has not insured, or has not fully insured the premises or the property against destruction or damage arising from the events that the section applies to. If the Landlord makes any claim against its insurance for any destruction or damage because of any act or omission of the Tenant, the Tenant will pay the Landlord the full amount of the excess.

**Tenant Not to Void Insurance**

- 24.1 The Tenant shall not carry on or allow upon the premises any trade or occupation of allow to be done any act or thing which:
- (a) Shall make void or voidable any policy of insurance on the property.
- (b) May render any increased or extra premium payable for any policy of insurance except where in circumstances in which any increased premium is payable the Tenant shall have first obtained the consent of the insurer of the premises and the Landlord and made payment to the insurer of the amount of any such increased or extra premium as may be payable but the carrying on by the Tenant in a reasonable manner of the business use or any use to which the Landlord has consented shall be deemed not to be a breach of this clause.

- 24.2 In any case where in breach of subclause 24.1 the Tenant has rendered any insurance void or voidable and the Landlord has suffered loss or damage by that the Tenant shall at once compensate the Landlord in full for such loss or damage.

**When Tenant to Have Benefit of Landlord's Insurance**

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

**DAMAGE TO OR DESTRUCTION OF PREMISES**

**Total Destruction**

- 26.1 If the premises or any portion of the building of which the premises may form part shall be destroyed or so damaged.
- (a) as to render the premises untenable then the term shall at once terminate from the date of destruction or damage; or
  - (b) in the reasonable opinion of the Landlord as to require demolition or reconstruction, then the Landlord may within 3 months of the date of damage give the Tenant 20 working days' notice to terminate and a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage.

Any termination pursuant to this subclause shall be without prejudice to the rights of either party against the other.

**Partial Destruction**

- 27.1 If the premises or any portion of the building of which the premises may form part shall be damaged but not so as to render the premises untenable and:
- (a) the Landlord's policy or policies of insurance shall not have been invalidated or payment of the policy moneys refused in consequence of some act or default of the Tenant; and
  - (b) all the necessary permits and consents are obtainable.
- the Landlord shall with all reasonable speed expend all the insurance moneys received by the Landlord in respect of such damage towards repairing such damage or reinstating the premises or the building, but the Landlord shall not be liable to expend any sum of money greater than the amount of the insurance money received.
- 27.2 Any repair or reinstatement may be carried out by the Landlord using such materials and form of construction and according to such plan as the Landlord thinks fit and shall be sufficient so long as it is reasonably adequate for the Tenant's occupation and use of the premises.
- 27.3 Until the completion of the repairs or reinstatement a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage.
- 27.4 If any necessary permit or consent shall not be obtainable of the insurance moneys received by the Landlord shall be inadequate for the repair or reinstatement then the term shall at once terminate but without prejudice to the rights of either party against the other.

**No Access in Emergency**

- 27.5 If there is an emergency and the Tenant is unable to gain access to the premises to fully conduct the Tenant's business from the premises because of reasons of safety of the public or property or the need to prevent reduce or overcome any hazard, harm or loss that may be associated with the emergency including:
- (a) a prohibited or restricted access cordon applying to the premises; or
  - (b) prohibition on the use of the premises pending the completion of structural engineering or other reports and appropriate certifications required by any competent authority that the premises are fit for use; or
  - (c) restriction on occupation of the premises by any competent authority,

then a fair proportion of the rent and outgoings shall cease to be payable for the period commencing on the date when the Tenant became unable to gain access to the premises to fully conduct the Tenant's business from the premises until the inability ceases.

27.6 This subclause 27.6 applies where subclause 27.5 applies and the premises or building of which the premises form part are not totally or partially destroyed or damaged resulting in the lease being cancelled as provided for in subclause 26.1 or 27.4. Either party may terminate this lease by giving 10 working days written notice to the other if:

- (a) the Tenant is unable to gain access to the premises for the period specified in the First Schedule; or
- (b) the party that terminates this lease can at any time prior to termination establish with reasonable certainty that the Tenant is unable to gain access to the premises for that period.

Any termination shall be without prejudice to the rights of either party against the other.

## **DEFAULT**

### **Cancellation**

28.1 The Landlord may (in addition to the Landlord's right to apply to the Court for an order for possession) and subject to section 245(2) of the Property Law Act 2007 cancel this lease by re-entering the premises at the time or at any time after that:

- (a) If the rent shall be in arrears 10 working days after any rent payment date and the Tenant has failed to remedy that breach within 10 working days after service on the Tenant of a notice in accordance with section 245 of the Property Law Act 2007.
- (b) In case of breach by the Tenant of any covenant or agreement on the Tenant's part expressed or implied in this lease (other than the covenant to pay rent) after the Tenant has failed to remedy that breach within the period specified in a notice served on the Tenant in accordance with section 246 of the Property Law Act 2007.
- (c) If the Tenant shall make or enter into or endeavour to make or enter into any composition assignment or other arrangement with or for the benefit of the Tenant's creditors.
- (d) In the event of the insolvency, bankruptcy, statutory management, voluntary administration, receivership or liquidation of the Tenant.
- (e) If the Tenant shall suffer execution to issue against the Tenant's property goods or effects under any judgement against the Tenant in any Court for the sum in excess of five thousand dollars (\$5,000).

The term shall terminate on the cancellation but without prejudice to the rights of either party against the other.

### **Essentiality of Payments**

29.1 Failure to pay rent or other moneys payable under this lease on the due date shall be a breach going to the essence of the Tenant's obligations under the lease. The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages from the Tenant for such breach. This entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.

29.2 The acceptance by the Landlord of arrears of rent or other moneys shall not constitute a waiver of the essentiality of the Tenant's continuing obligation to pay rent and other moneys.

### **Repudiation**

30.1 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 the lease or the Tenant's obligations under the lease. Such entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.

## **QUIET ENJOYMENT**

31.1 The Tenant paying the rent and performing and observing all the covenants and agreements expressed and implied in this lease shall quietly hold and enjoy the premises throughout the term without any interruption by the Landlord or any person claiming under the Landlord except where the Landlord grants third party use of the premises under clause 16.5-16.7.

## **RENEWAL OF LEASE**

~~32.1 If the Tenant has given to the Landlord written notice to renew the lease at least 3 calendar months before the end of the term and is not at the date of the giving of the notice in breach of this lease then the Landlord will grant a new lease for a further term from the renewal date as follows:~~

- ~~(a) If the renewal date is a market rent review date the annual rent shall be the current market rent which if not agreed on shall be determined in accordance with subclause 2.2 but the annual rent shall not be less than the rent payable as at the commencement date of the immediately preceding lease term.~~

- ~~— (b) If the renewal date is a CPI rent review date, the annual rent shall be determined in accordance with subclause 2.5.~~
- ~~— (c) Subject to the provisions of paragraphs (a) and (b) the new lease shall be upon and subject to the covenants and agreements expressed and implied in this lease except that the term of this lease plus all further terms shall expire on or before the final expiry date.~~
- ~~— (d) The annual rent shall be subject to review during the term of the new lease on the rent review dates specified in the First Schedule.~~
- ~~— (e) The Landlord as a condition of granting a new lease shall be entitled to have the new lease guaranteed by any guarantor who has guaranteed this lease on behalf of the Tenant who has given notice or the security of a bank guarantee that has been given.~~
- ~~— (f) If the renewal date is a market rent review date, pending the determination of the rent, the Tenant shall pay an interim rent in accordance with subclauses 2.3 and 2.4.~~
- ~~— (g) Notwithstanding anything contained in subclauses 32.1(f) the interim rent referred to in that subclause shall not be less than the annual rent payable as at the commencement date of the immediately preceding lease term.~~
- ~~— (h) The parties will not be released by the renewal of the lease from any liability for any breach under this lease.~~

#### ASSIGNMENT FOR SUBLETTING

- 33.1 The Tenant shall not assign sublet or otherwise part with the possession of the premises without first obtaining the written consent of the Landlord which shall not unreasonably withhold or delay if the following conditions are fulfilled:
- (a) The Tenant proves to the reasonable satisfaction of the Landlord that the proposed assignee or subtenant is (and in the case of a company that the shareholders of the proposed assignees or subtenant area) respectable responsible and has the financial resources to meet the Tenant's commitments under this lease and in the case of the subtenant the subtenant's commitments under the sublease. The Tenant shall give the Landlord any additional information reasonably required by the Landlord.
  - (b) All rent and other moneys payable have been paid and there is not any subsisting breach of any of the Tenant's covenants.
  - (c) In the case of an assignment a deed of covenant in customary form approved or prepared by the Landlord is duly executed and delivered to the Landlord.
  - ~~(e) In the case of an assignment to a company (other than a company listed on the main board of a public stock exchange in New Zealand or Australia) either a deed of guarantee in customary form approved or prepared by the Landlord is duly executed by the principal shareholders of that company and delivered to the Landlord or a bank guarantee from a registered trading bank in New Zealand on reasonable terms approved by the Landlord as security for the performance by the company of its obligations under this lease is provided to the Landlord.~~
  - (e) The Tenant pays the Landlord's reasonable costs and disbursements in respect of the approval and the preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable inquiries made by or on behalf of the Landlord concerning any proposed assignee subtenant or guarantor. All such costs shall be payable whether or not the assignment or subletting proceeds.
  - (f) The Assignees 'Use' is the same, or substantially the same in the reasonable opinion of the Landlord, as indicated in the First Schedule, or is deemed complimentary in the reasonable opinion of the Landlord
- 33.2 Where the Landlord consents to a subletting the consent shall extend only to the subletting and notwithstanding anything contained or implied in the sublease the consent shall not permit any subtenant to deal with the sublease in any way in which the Tenant is restrained from dealing without consent.
- 33.3 Where any Tenant is a company which is not listed on the main board of a public stock exchange in New Zealand or Australia, then any change in the legal or beneficial ownership of its shares or the shares of its shareholder or issue of new capital in the company or its shareholder where in any case there is a change in the effective management or control of the company will require the written consent of the Landlord which will not be unreasonably withheld or delayed.

#### UNIT TITLE PROVISIONS

- ~~34.1 Clause 34 applies where the property is part of a unit title development.~~

##### **Body Corporate**

- ~~34.2 The expression "Body Corporate" means the Body Corporate under the Unit Titles Act 2010 (in subclauses 34.2 to 34.7 "the Act") in respect of the property.~~

##### **Act and Rules Paramount**

- ~~34.3 The lease shall be subject to the provisions of the rules of the Body Corporate and the provisions of the Act.~~

**Insurance**

~~34.4 Unless the Body Corporate has resolved that the Landlord is to insure the building the Landlord's obligations to insure the building shall be satisfied by the Body Corporate maintaining the same insurance cover in accordance with the Act.~~

**Landlord's Obligations**

~~34.5 The Landlord shall observe and perform all of the Landlord's obligations as a member of the Body Corporate and shall use the Landlord's best endeavours to ensure that the Body Corporate complies with its rules and the provisions of the Act.~~

**Tenant's Obligations**

~~34.6 The Tenant shall comply with the rules of the Body Corporate and the provisions of the Act to the extent that they apply to the Tenant's use of the property.~~

**Consents**

~~34.7 Where in this lease the consent of the Landlord is required in respect of any matter than the like consent of the Body Corporate shall also be required if the consent of the Body Corporate to the matter would be necessary under its rules or the Act.~~

**CARPARKS**

~~35.1 The Tenant shall have the right to exclusion possession of the leased car parks, but when any car park is not being used by the Tenant other persons shall be entitled to pass over the same.~~

~~35.2 The Landlord may carry out repairs to the car parks and no abatement of rent or other compensation shall be claimed by the Tenant except pursuant to subclauses 26.1 and 27.3.~~

~~35.3 The Tenant shall comply with the Landlord's reasonable requirements relating to the use of the car parks and access to them and in particular shall only use the car parks for the parking of one motor vehicle per parking space.~~

~~35.4 The provisions of the Second Schedule shall apply to the car parks as appropriate.~~

**GENERAL**

**Holding Over**

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

**Access for Re-Letting**

37.1 The Tenant will during the term permit the Landlord's representatives and prospective tenants to have access to inspect the premises provided that:

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

**Suitability**

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

**Affirmation**

39.1 A party to this lease shall not be entitled to cancel this lease if, with full knowledge of any repudiation or misrepresentation or breach of covenant, that party affirmed this lease.

**Waiver**

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

**Land Transfer Title or Mortgagee's Consent**

41.1 The Landlord shall not be required to do any act or thing to enable this lease to be registered or be required to obtain the consent of any mortgagee of the property and the Tenant will not register a caveat in respect of the Tenant's interest under this lease.

**Notices**

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

- (a) In the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
  - (b) In all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
    - (1) in the manner authorised by sections 354 to 361 of the Property Law Act 2007, or
    - (2) by personal delivery, or by posting by registered or ordinary mail, or by facsimile, or by email.
- 42.2 In respect of the means of service specified in subclause 42.1(b)(2), 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 facsimile transmission, when sent to the addressee's facsimile number.
  - (d) 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.
- 42.3 In the case of a notice to be served on the Tenant, if the Landlord is unaware of the Tenant's last known address in New Zealand or the Tenant's facsimile number, any number 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.
- 42.4 A notice shall be valid if given by any director, general manager, lawyer or other authorised representative of the party giving the notice.
- 42.5 Where two or more notices are deemed to have been served at the same time, they shall take effect in the order in which they would have been served but for subclause 47.1(p).
- 42.6 Any period of notice required to be given under this agreement shall be computed by excluding the date of service.

**Arbitration**

- 43.1 The parties shall first endeavour to resolve any dispute or difference by agreement and if they agree by mediation.
- 43.2 Unless any dispute or difference is resolved by mediation or other agreement within 30 days of the dispute or difference arising, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with the Arbitration Act 1996 or any other statutory provision then relating to arbitration.
- 43.3 If the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon request of any party, by the president or vice president of the New Zealand Law Society. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject to this and varied accordingly.
- 43.4 The procedures prescribed in this clause shall not prevent the Landlord from taking proceedings for the recovery of any rent or other monies payable under this lease which remain unpaid or from exercising the rights and remedies in the event of the default prescribed in subclause 28.1.

**No Implied Terms**

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

**Limitation of Liability**

- 45.1 If any person enters into this lease as trustees of a trust, then:
- (a) That person warrants that:
    - (1) that person has power to enter into this lease under the terms of the trust; and
    - (2) that person has properly signed this lease in accordance with the terms of the trust; and
    - (3) that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any act of that person including entry into this lease; and
    - (4) all of the persons who are trustees of the trust have approved entry into this lease.
  - (b) If that person has no right to or interest in any assets of the trust except in that person's capacity as a trustee of the trust, that person's liability under this lease will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired as a result of fraud or gross negligence that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.
- 45.2 Notwithstanding subclauses 45.1, a party to this lease that is named in item 17 of the First Schedule as a limited liability trustee, that person's liability will not be personal and unlimited but limited in accordance with subclause 45.1(b).

**Counterparts**

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

#### **DEFINITIONS AND INTERPRETATION**

- 47.1 If this lease:
- (a) "Building services" means all services provided by the Landlord as an integral part of the building for the general use and enjoyment of the building by its tenants or occupants including water, gas, electricity, lighting, air conditioning, heating and ventilation, telecommunications, lifts and escalators whether or not they are located within the premises.
  - (b) "CPI" means the Consumer Price Index (All Groups) published by Statistics New Zealand or other government agency and any revised, replacement or substituted index.
  - (c) "Detail GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the Landlord (or where the Landlord is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under this lease but does not include any sum levied against the Landlord (or where the Landlord is or was a member of a GST group its representative member) by reason of a default or delay by the Landlord after payment of the GST to the Landlord by the Tenant.
  - (d) "Emergency" for the purposes of subclauses 27.5 means a situation that:
    - (1) is a result of any event, whether natural or otherwise, including an explosion, earthquake, eruption, tsunami, land movement, flood, storm, tornado, cyclone, serious fire, leakage or spillage of any dangerous gas or substance, infestation, plague, epidemic, failure of or disruption to an emergency service; and
    - (2) causes or may cause loss of life or serious injury, illness or in any way seriously endangers the safety of the public or property; and
    - (3) the event is not caused by any act or omission of the Landlord or Tenant.
  - (e) "GST" means the Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
  - (f) "Premises" includes all the Landlord's improvements, fixtures and fittings provided by the Landlord and the land area set out in the Fifth and Sixth Schedules.
  - (g) "Premises condition report" means the report prepared by a suitably qualified expert that the condition of the premises at the Commencement Date.
  - (h) "Renewal" means the granting of a new lease as provided for in subclause 32.1.
  - (i) "Rules" in clause 34 means the Body Corporate operational rules under the Unit Titles Act 2010 and any amendments to those rules or replacement rules.
  - (j) "Structural repair" means a repair, alteration or addition to the structure or fabric of the building but not excluding building services.
  - (k) "Term" includes, where the context requires, a further term if the lease is renewed.
  - (l) "The common areas" means those parts of the property the use of which is necessary, for the enjoyment of the premises and which is shared with other tenants and occupiers.
  - (m) "The Landlord" and "the Tenant" means where appropriate the executors, administrators, successors and permitted assigns of the Landlord and the Tenant.
  - (n) "The property" and "the building" mean the land, building(s) or improvements of the Landlord which comprise or contain the premises. Where the premises are part of a unit title development the words "the property" mean the land and building(s) comprised in the development.
  - (o) "Those for whom the Tenant is responsible" includes the Tenant's agents employees contractors and invitees.
  - (p) "Working day" has the meaning given to it in the Property Law Act 2007. Notices served after 5pm on a working day, or on a day which is not a working day, shall be deemed to have been served on the next succeeding working day.
  - (q) A reference in this lease to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
  - (r) A reference to the words "include" or "including" are to be interpreted without limitation.
  - (s) If any inserted term (including any Further Term in the Third Schedule) conflicts with the covenants in the First, Second and Fourth Schedules, the inserted term will prevail.
  - (t) Whenever words appear in this lease that also appear in the First Schedule then those words shall mean and include the details supplied after them in the First Schedule.

- (u) Where the context requires or admits, words importing the singular shall import the plural and vice versa.
- (v) Where the Landlord's consent or approval to any matter is required under this lease then, unless expressly stated to the contrary in this lease, in each case the Landlord:
  - (1) must not unreasonably withhold consent or approval, and
  - (2) must, within a reasonable time of the Landlord's consent or approval being requested:
    - (i) grant that consent or approval; or
    - (ii) notify the Tenant in writing that the consent or approval is withheld.

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### **THIRD SCHEDULE**

#### **FURTHER TERMS (if any)**

**Health and Safety:**

- 48 The Tenant shall ensure it conducts its activities in such a manner that the Tenant does not prevent the Landlord from meeting its legal obligations as land owner under the Health and Safety at Work Act 2015.

**Insurance:**

- 49 ~~The Tenant will at all times during the lease term insure and keep its assets insured for full replacement value.~~

**Reporting Provisions –**

- 50 The Tenant shall provide to the Landlord an annual report that will;
- a. Confirm the current legal status of the Tenant;
  - b. financial accounts for the last financial year;
  - c. the activity's contribution to Council's community outcomes, and strategic goals arising from the Long Term Plan/other Council strategies;
  - d. new and proposed developments;

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File No.: 24/660

## 7.2 Draft Foxton and Foxton Beach Community Plan

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### 1. Purpose

- 1.1 To provide an update to the Te Awahou Foxton Community Board on the progress and current status of the draft Community Plan for the Foxton and Foxton Beach community.

### 2. Executive Summary

- 2.1 Officers are working towards the timeline to develop a finalised draft community plan for the Foxton and Foxton Beach community by November 2024.
- 2.2 Officers provided community planning presentations in November 2023 to gauge the community's ideas and aspirations as to what aspects they see important to the future of Foxton and Foxton Beach. Attendees were asked a series of questions and worked in groups to offer and discuss their thoughts.
- 2.3 Responses were collated and common themes were presented back to the community in May 2024 at a Foxton Futures Business Breakfast hosted by The Horowhenua Company Limited, and community workshops facilitated by officers. Additional follow up workshop sessions were held in July and August 2024 for the community to attend. A draft Foxton and Foxton Beach Community Plan has been developed and is currently open to the public to provide their feedback as part of the consultation process.

### 3. Recommendation

- 3.1 That Report 24/660 Draft Foxton and Foxton Beach Community Plan be received.
- 3.2 That this matter or decision is recognised as not significant in terms of S76 of the Local Government Act.
- 3.3 That the Board note the progress on the Foxton and Foxton Beach Community Plan, and thank officers for involving the Board in its development.

### 4. Background / Previous Council Decisions

- 4.1 At a meeting of the Foxton Futures Group held in 2023, it was agreed that a community plan be developed to ascertain the future direction of the Foxton and Foxton Beach community. In November 2023, officers facilitated community planning sessions to obtain community input and perspectives to inform the development of a community plan that captured the vision, outcome, principles, themes and priorities that was of importance to the community. Over 70 people attended across the three sessions in November and comprised a good mix representing different community interests and ages, however only one 'youth' was present at these sessions and it was recognised that engagement with Iwi/hapū was also required.
- 4.2 As it had been identified that targeted engagement with local youth be explored, officers visited Manawatu College and engaged with a leadership group. The group were asked about what they enjoyed about living in Foxton and Foxton Beach, what they feel is missing from the community, and what opportunities could be offered to youth to keep them from relocating elsewhere. Officers also designated one of the July community sessions to secondary school aged youth, however as this was held during the school holidays, it was identified that most students work throughout the holidays so no students attended. There were six primary school aged children that were visiting Te Awahou Nieuwe Stroom at the same time, so officers took the opportunity to ask them what they liked about living in Foxton and Foxton Beach.

- 4.3 Officers have been working with the Te Tumatakahuki Navigator on Raukawa hapu engagement and are also currently exploring the appropriate channels for further engagement and consultation with Muaūpoko.
- 4.4 The initial information from the three sessions held in November was collated and common themes taken from the responses to the questions asked were presented back to the community in May 2024, firstly at the Foxton Futures Business Breakfast hosted by The Horowhenua Company Ltd, and two further workshops aimed for the rest of the community that were facilitated by officers.
- 4.5 Officers facilitated four further community planning workshops on 9 and 16 July 2024. These sessions were held both at Te Awahou Nieuwe Stroom, Foxton, and the Manawatu Marine Boating Club, Foxton Beach. The purpose of the workshops was to explore the common themes identified at previous planning sessions held in May 2024, and create a vision, define outcomes and provide potential solutions and actions to shape into a draft community plan. Aside from Elected Members, there were 45 members of the community that attended across all sessions. Officers also engaged with six primary school aged children who were visiting Te Awahou Nieuwe Stroom during the school holidays, as to their thoughts and aspirations on what makes Foxton and Foxton Beach a great place to live.
- 4.6 Two additional 'drop-in' community sessions were arranged on 6 August 2024 for those unable to attend during July. At these sessions, the first draft "Plan on a Page" was presented back to the community to commence the community engagement process. Officers acknowledge that more work is required with the community to finalise a draft plan. Engagement with key community organisations and groups are continuing for officers to develop the community plan.
- 4.7 It is envisaged the final draft Foxton and Foxton Beach Community Plan that will be published in November 2024, to be a multi-page document that explores each of the key theme areas in more detail. This will include important social, economic, iwi/hapū, demographic district planning and environmental information specific to the identified themes.
- 4.8 In addition to the draft 'Plan on a Page' that was presented in August, a community feedback form was provided for community members to submit feedback, with officers advising attendees that online channels would also be accessible to the community to provide feedback.
- 4.9 A copy of the draft Foxton and Foxton Beach 'Plan on a Page' and feedback form are attached for reference. The opportunity to provide feedback has also been publicly advertised via Council's social and media channels.
- 4.10 The consultation period is open until Friday 25 October 2024.

## **5. Discussion**

The vision statement created for the draft Foxton and Foxton Beach Community Plan is as follows:

*'A community that cares for its river and beach environments, unique rural and beach character, and one another'.*

With that in mind, the six priority areas have been identified as follows:

- Protecting and enhancing the natural environment
- Fostering our inclusive and proud community spirit
- Recognising our unique cultures and safeguarding our character and authentic sense of place
- Commercial and tourism activities, provide varied employment opportunities
- Ensuring infrastructure meets community needs
- Enhancing our community organisations, facilities and assets

- 5.1 To date, officers have received feedback from 25 members of the community at the time of writing this report. Mostly the feedback has been submitted via email or Let's Kōrero, Council's online engagement platform and is still being received. Three members of the community provided their feedback at the end of the sessions held in August 2024. Additionally, there is a designated space at Te Awahou Nieuwe Stroom for the community to leave hard copies of their feedback.
- 5.2 So far, most of the feedback has been positive and supportive of the vision statement and enabling themes of Nature and Environment, Community, Culture and Heritage, Commercial and Tourism, Infrastructure and Transport, and Recreation. The respondents have taken the time to rank the priorities listed under the themes as to how they see is the most important, and there has been a few respondents that have added other information that does not currently feature in the draft community plan.
- 5.3 The feedback received is being considered to assist with defining the draft community plan. Following the community engagement period closing on 25 October 2024, a final version of the draft community plan will be presented in November 2024 that incorporates the input from the community.
- 5.4 Two meetings have been scheduled for the initial Foxton Futures Group for 3 October 2024 and 4 November 2024. The purpose of these meetings is to identify the actions and responsibilities in the draft Foxton and Foxton Beach Community Plan, and ascertain the future direction and representation of the Foxton Futures Group.

## **6. Attachments**

<b>No.</b>	<b>Title</b>	<b>Page</b>
<a href="#">A</a>	DRAFT 2.1 - Foxton and Foxton Beach Community Plan on a Page - August 2024	46
<a href="#">B</a>	Draft Foxton and Foxton Beach Community Plan - Feedback Form - August 2024	49

Author(s)	Robyn Ryder <b>Strategic Projects Coordinator   Kaikotuitui Kaupapa Rautaki</b>
Approved by	Susan Philp <b>Strategic Projects Manager   Kaihautū Hinonga Rautaki</b>
	David McCorkindale <b>Group Manager - Vision &amp; Delivery   Tumu Rangapū, Matawhānui Hapori, Whakarite</b>
	Monique Davidson <b>Chief Executive Officer   Tumuaki</b>

## Foxton and Foxton Beach Community Plan on a page

**Vision Statement – A community that cares for its river and beach environments, unique rural and beach character, and one another.**

**Key Priority Areas**

<i>Protecting and enhancing the natural environment</i>	<i>Fostering our inclusive and proud community spirit</i>	<i>Recognising our unique cultures and safeguarding our character and authentic sense of place</i>	<i>Commercial and tourism activities, provide varied employment opportunities</i>	<i>Ensuring infrastructure meets community needs</i>	<i>Enhancing our community organisations, facilities and assets</i>
The Manawatū River Loop at Foxton, offers residents and visitors an attractive natural and recreational environment close to the heart of the town, while Foxton Beach offers a life that embraces the beach, sun and sea. Multiple generations feel a connection to our natural spaces and are dedicated to respecting, understanding and enhancing the Manawatū River Loop, the internationally acclaimed Ramsar site, as well as the dune reserves.	Foxton and Foxton Beach offer a safe, inclusive, vibrant community with a range of housing options both in the town and at the beach with health and support services for every age and stage of life. New and existing residents of Foxton are engaged in the community, informed of the opportunities available to them and are socially active.	Foxton and Foxton Beach are a unique melting pot of cultures, reflecting respect for its Māori heritage, while also embracing the influences of Dutch and other cultures that choose to live here. This is reflected in buildings, landmarks, traditions and artistic expressions ensuring they are valued and preserved for generations to come.	Foxton and Foxton Beach have a clear, attractive and unique identity that draws people to visit and live here. There is a range of employment options as it is the base for diverse commercial industry and tourism. People are choosing to live here due to the variety of education and employment opportunities, as well as its commutable distances to larger cities.	Connecting safe, future proof infrastructure incorporating all types of transport modes to meet the needs of the residents and visitors, while supporting economic growth and environmental stewardship.	The natural recreational environment provided by the Manawatū River Loop at Foxton and Foxton Beach allows residents and visitors to connect with nature, stay active and enjoy the beauty of the surroundings. It is a community that prioritises making recreation accessible to all, while fostering safety and diversity that sees active participation in sports and leisure to ensure our people have the opportunity to improve their wellbeing and thrive.

**Foundation actions – how will the plan be implemented?**

Foxton Futures Community Action Plan Group (FFCAPG) will take the lead role in implementing the plan, with regular communication with Horowhenua District Council and the local Community. As the lead role, FFCAPG will:

- Conduct a governance review regarding how the community plan will be implemented and the structures required for this
- Develop a Community Communications Plan regarding the Foxton and Foxton Beach Community Plan
- Investigate and identify funding for a part time Community Plan Coordinator
- Develop an external funding plan that identifies potential funding opportunities for specific projects or actions
- Maintains and develops strong working relationships with community groups and Horowhenua District Council, which may include appointing a Foxton and Foxton Beach Relationship Manager and one point of contact

**Enabling themes and actions**

<i>Nature and environment</i>	<i>Community</i>	<i>Culture and heritage</i>	<i>Commercial and tourism</i>	<i>Infrastructure and transport</i>	<i>Recreation</i>
Identify Central and Regional Government Funds that can be lobbied to support the Manawatū River Loop aspirations and Ramsar site	Create a Communication Plan that will deliver to the various needs of the residents and visitors that will provide information about events, services, local businesses and attractions	Celebrate our local hapū story and history	Appoint a representative that can work with business to market their business, nurture Māori business/tourism capability and work to develop the tourism for Foxton and Foxton Beach	Identify current and required connections and links for all modes of transport	Upgrading the Manawatū River Loop to include a purpose-built harbour and purpose-built buildings, to enhance the access for local and visitors' water activities
Establish an Environmental Hub with Ranger and volunteer Coordination, who can facilitate regular community working bees	Develop a community hub that brings support groups together	Create and capture information on all heritage sites and buildings, and any required investment, which can be used to inform planning activities about enhancing these places	Coordinate greater collaboration between our community organisations and local businesses to provide a quality range of visitor and recreational experiences	Appoint a representative to manage the information and communication with the community and NZTA Waka Kotahi on the impacts and changes of Ō2NL	Identify all activities and potential enhancements for recreation, e.g. upgrade lighting at Eastern Park and create more recreation trails that families can use
Identify and prioritise actions from Estuary, Coastal Reserve Management Plans and Save our River Trust to coordinate the maintenance and improvement of ecosystems and biodiversity	Ensuring community safety and emergency preparedness	Provide information to heritage building owners that will enable them to make decisions about their buildings, and align to Council's Heritage Strategy and contribute to Foxton's Cultural Building Precinct.	Ensure there are purposely created linkages to Foxton Main Street from SH1 in readiness of the opening of Ō2NL	Expand the community shuttle to service a greater area and need	Repurpose the old outdoor pool space for other recreational activities e.g. ice-skating rink, netball courts, hockey
Upgrade signage and access viewing of sites and activities to enhance local and visitor understanding of the environmentally significant sites	Prioritising and supporting community events	Refine and implement the plan to modernise the Flax Stripper Museum	Better information on the requirements of commercial and industry and process to work with HDC to enact zone plan changes if appropriate	Explore different modes of transport that could be brought to Foxton and Foxton Beach such as electric scooters and bike hire	Establish a representative for recreation who can coordinate organisations, volunteers and identify funding needs
Improve water quality by influence and education of upstream users, and through working closely with Council to understand stormwater and infrastructure enhancements that contribute to improved water quality	Providing access to health services		Identify current accommodation and hospitality options and develop a plan to enhance current offerings and attract new providers	Identify and implement required visitor facilities and services, e.g. improved signage, toilets, EV chargers, camper and caravan parking, outdoor seating	Take advantage of Ō2NL changes to ensure good safety design and cycle lane creation
	Celebrate and coordinate our volunteers. Encourage students and community members to develop into leaders within the community				Develop a mountain biking facility that attracts visitors, events and families.
					Develop a link with Palmerston North and Foxton Rail Trail







## Foxton and Foxton Beach Community Plan

*Please provide feedback on the questions below to help us finalise our draft community plan*

**Feedback closes 25 October 2024**

### Privacy Statement

All information collected will be used to inform the final Foxton and Foxton Beach Community Plan document. We are not collecting information for any other purpose and your responses will remain confidential to the members of the Te Awahou Foxton Community Board and the Strategic Projects Team at Horowhenua District Council.

You are not obliged to provide personal details if you do not wish to. The questions on this page of the questionnaire are optional. The Privacy Act 2020 applies when we collect personal details and this information will only be used for the purposes stated. You have the right to access and correct any personal information we hold about you.

### About you

Answering the following questions helps us to understand what part of the community is providing feedback.

#### How long do you spend in Foxton or Foxton Beach in one year?

- |  |   |
|--|---|
| <input type="checkbox"/> Permanent resident  | <input type="checkbox"/> More than two months |
| <input type="checkbox"/> More than one month | <input type="checkbox"/> A week or two        |
| <input type="checkbox"/> Day visits          |   |

#### What is your age range?

- |                                   |                                |
|-----------------------------------|--------------------------------|
| <input type="checkbox"/> Under 25 | <input type="checkbox"/> 25-34 |
| <input type="checkbox"/> 35-44    | <input type="checkbox"/> 45-54 |
| <input type="checkbox"/> 55-64    | <input type="checkbox"/> 65-74 |
| <input type="checkbox"/> 75+      |                                |

#### What is your ethnicity? (You may tick multiple boxes if applicable)

- |   |                                |
|---|--------------------------------|
| <input type="checkbox"/> New Zealand European | <input type="checkbox"/> Māori |
| <input type="checkbox"/> Pasifika             | <input type="checkbox"/> Asian |
| <input type="checkbox"/> Other - _____        |                                |

#### What is your gender?

- |   |   |
|---|---|
| <input type="checkbox"/> Male                 | <input type="checkbox"/> Female                             |
| <input type="checkbox"/> Prefer not to answer | <input type="checkbox"/> Other - I refer to myself as _____ |

#### Do you live with impairments/long-term health conditions or, do you identify as disabled?

- |   |                             |
|---|-----------------------------|
| <input type="checkbox"/> Yes                  | <input type="checkbox"/> No |
| <input type="checkbox"/> Prefer not to answer |                             |

## Your thoughts on this plan

The draft Foxton and Foxton Beach Community Plan states that the vision for the community is:

*A community that cares for its river and beach environments, unique rural and beach character, and one another.*

Do you feel that this vision accurately reflects the aspirations of the Foxton and Foxton Beach communities?

- ☐ Yes
- ☐ No – if not, what additional comments do you have?

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The Draft Foxton and Foxton Beach Community Plan describes six key themes

*Key theme one: Protecting and enhancing the natural environment*

*Key theme two: Fostering our inclusive and proud community spirit*

*Key theme three: Recognising our unique cultures and safeguarding our character and authentic sense of place*

*Key theme four: Commercial and tourism activities, provide varied employment opportunities*

*Key theme five: Ensuring infrastructure meets community needs*

*Key theme six: Enhancing our community organisations, facilities and assets*

Do you feel that these key themes reflect the views of the Foxton and Foxton Beach communities?

- ☐ Yes
- ☐ No – if not, what additional comments do you have?

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It is proposed in the draft Foxton and Foxton Beach Community Plan, that a Foxton Futures Community Action Plan Group is set up with representatives for each of the key themes that can work with the community and community organisations to initiate, deliver and communicate the progress towards the enabling actions.

Do you support this delivery approach?

- ☐ Yes
- ☐ No – if not, what additional comments do you have?

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**In reference to the enabling themes and actions, what do you see as the priority? Please rank your priorities (with 1 being the top priority).**

***Nature and Environment***

- ☐ Identify Central and Regional Government Funds that can be lobbied to support the Manawatū River Loop aspirations and Ramsar site
- ☐ Establish an Environmental Hub with Ranger and volunteer Coordination who can facilitate regular community working bees
- ☐ Identify and prioritise actions from Estuary, Coastal Reserve Management Plans and Save our River Trust to coordinate maintenance and improvement of ecosystems and biodiversity
- ☐ Upgrade signage and access viewing of sites and activities to enhance local and visitor understanding of the environmentally significant sites
- ☐ Improve water quality by influence and education of upstream users, and through working closely with Council to understand stormwater and infrastructure enhancements that contribute to improved water quality

***Community***

- ☐ Create a Communication Plan that will deliver to the various needs of the residents and visitors that will provide information about events, services, local businesses and attractions
- ☐ Develop a community hub that brings support groups together
- ☐ Ensuring community safety and emergency preparedness
- ☐ Prioritising and supporting community events
- ☐ Providing access to health services
- ☐ Celebrate and coordinate our volunteers. Encourage students and community members to develop into leaders within the community

***Culture and heritage***

- ☐ Celebrate our local hapū story and history
- ☐ Create and capture information about all heritage sites and buildings, and any required investment, which can be used to inform planning activities about enhancing these places
- ☐ Refine and implement the plan to modernise the Flax Stripper Museum

***Commercial and tourism***

- ☐ Appoint a representative that can work with business to market their business, nurture Māori business/tourism capability and work to develop the tourism for Foxton and Foxton Beach
- ☐ Coordinate greater collaboration between our community organisations and local businesses to provide a quality range of visitor and recreational experiences
- ☐ Ensure that there are purposely created linkages to Foxton Main Street from SH1 in readiness of the opening of Ō2NL
- ☐ Better information on the requirements of commercial and industry and process to work with HDC to enact zone plan changes if appropriate
- ☐ Identify current accommodation and hospitality options and develop a plan to enhance current offerings and attract new providers

***Infrastructure and transport***

- ☐ Identify current and required connections and links for all modes of transport
- ☐ Appoint a representative to manage the information and communication with the community and NZTA Waka Kotahi on the impacts of Ō2NL
- ☐ Expand the community shuttle to service a greater area and need

- ☐ Explore different modes of transport that could be brought to Foxton and Foxton Beach such as electric scooters and bike hire
- ☐ Identify and implement required visitor facilities, e.g. improved signage, toilets, EV chargers, camper and caravan parking, outdoor seating

**Recreation**

- ☐ Upgrading the Manawatū River Loop to include a purpose-built harbour and purpose-built buildings, to enhance the access for local and visitor water activities
- ☐ Identify all activities and potential enhancements for recreation, e.g. upgrade lighting at Eastern Park and create more recreation trails that families can use
- ☐ Repurpose the old outdoor pool space for other recreational activities e.g. ice-skating rink, netball courts, hockey
- ☐ Establish a representative for recreation who can coordinate organisations, volunteers and identify funding needs
- ☐ Take advantage of Ō2NL changes to ensure good safety design and cycle lane creation
- ☐ Develop a mountain biking facility that attracts visitors, events and families
- ☐ Develop a link with Palmerston North and Foxton Rail Trail

*If you would like to be involved in any of the proposed community actions or projects, please indicate this below by specifying what you are interested in and the best way to contact you.*

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For future contact, please email [Foxton.futures@horowhenua.govt.nz](mailto:Foxton.futures@horowhenua.govt.nz)  
or phone Horowhenua District Council on 06 366 0999 with any queries

## 7.3 Foxton Beach Endowment Fund Update

File No.: 24/671

### 1. Purpose

- 1.1 This report provides the Board the most recent Foxton Beach Endowment Fund statement.

### 2. Recommendation

- 2.1 That Report 24/671 Foxton Beach Endowment Fund Update be received.
- 2.2 That this matter or decision be recognised as not significant in terms of s76 of the Local Government Act 2002.

### 3. Issues for Consideration

- 3.1 The latest financial statements for the Foxton Beach Endowment Fund are attached.
- 3.2 Work is continuing to have the name of the Fund updated in Council's finance system.

### 4. Discussion

- 4.1 The value of the fund as at the end of August 2024 is \$4.9M. This report doesn't reflect interest earned for July and August. This will be included in future reports.

#### Foxton Beach Endowment Fund Update

- 4.2 On Thursday, 29 August 2024, a visit to Whanganui took place to gather information and gain insights into the structure and learnings of Te Pūwaha, the Whanganui Port revitalisation project. The purpose was to explore potential options for the review process and understand possibilities for collaborative approaches.

#### Next Steps

- 4.3 A feedback session will be held to discuss the next steps and share ideas on how the remainder of the review process will proceed, including timelines.

### Attachments

No.	Title	Page
A4	Foxton Beach Free Holding Account Financial Results August 2024	55

#### Confirmation of statutory compliance

In accordance with section 76 of the Local Government Act 2002, this report is approved as:

- containing sufficient information about the options and their benefits and costs, bearing in mind the significance of the decisions; and,
- is based on adequate knowledge about, and adequate consideration of, the views and preferences of affected and interested parties bearing in mind the significance of the decision.

### Signatories

Author(s)	Ashley Huria <b>Business Performance Manager   Tumu Tutukinga Pakihi</b>
Approved by	Jacinta Straker <b>Group Manager Organisation Performance   Tumu Rangapū, Tutukinga Whakahaere</b>
	Monique Davidson <b>Chief Executive Officer   Tumuaki</b>



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## 7.4 Te Awahou Foxton Community Board - Actions Monitoring Report August 2024

File No.: 24/672

### 1. Purpose

- 1.1 To present to Te Awahou Foxton Community Board the updated monitoring report covering requested actions from previous meetings of the Board.

### 2. Recommendation

- 2.1 That Report 24/672 Te Awahou Foxton Community Board - Actions Monitoring Report August 2024 be received.
- 2.2 That this matter or decision be recognised as not significant in terms of s76 of the Local Government Act 2002.

### Attachments

No.	Title	Page
A <a href="#">↓</a>	September 2024 - TAFCB Actions Monitoring Report	58

#### Confirmation of statutory compliance

In accordance with section 76 of the Local Government Act 2002, this report is approved as:

- containing sufficient information about the options and their benefits and costs, bearing in mind the significance of the decisions; and,
- is based on adequate knowledge about, and adequate consideration of, the views and preferences of affected and interested parties bearing in mind the significance of the decision.

### Signatories

Author(s)	Alice Petersen <b>Support Officer - Democracy   Āpiha Tautoko - Manapori</b>
Approved by	Monique Davidson <b>Chief Executive Officer   Tumuaki</b>

## TAFCB Actions Monitoring Report 2024 As at 23 September 2024

\* - LTP Monitoring Report Action was updated at Aug 2024.

	Completed
	In progress
	Transfer
	Off track

Reference	Resolution/Action	Officer	Due date	Status	Officer Comment
18 July 2022 Workshop	That regular updates will be provided to the Board, with further details on Foxton Beach Stormwater	D Haigh	On-going		Council officers are working through the next steps and are currently engaging with iwi partners to progress with Cultural Impact Assessments required for the consent. Local Waters team currently recruiting a Stormwater Lead (Engineer) to lead the works and global consenting application.
22/166	That Council enters into a variation of the existing lease for Café Molen in support of option 1, as presented to the Foxton Community Board's meeting of 11 April 2022 – to extend the lease for the Dutch Oven into the current tram storage space.	S Hester	31/10/2023		This lease has been negotiated and signed.
LTP Monitoring Report Actions*	That Council continue working collaboratively with Horizons to deliver the improvements to the Foxton East Drainage Scheme to ensure that best outcome is achieved for the community.	D Haigh	On-going		Council Officers continue to work with Horizons and the Resilience Governance Group and are progressing with the next phase of work. The Governance group held workshops in August and September to work through the 16 highlighted options from the 2020 Foxton Catchment Management Plan. This included Horizons focusing on Purcell St culverts and pumping resilience

					and Kings Drive sheet piling. HDC presented network upgrade options including resilience planning alternatives to the Governance Group. The Governance Group will be prioritising works to be undertaken in late October.
LTP Monitoring Report Actions*	Council to continue to lobby Central Government in relation to the River Loop as it was not a Council decision initially that gave rise to this issue.	M Davidson	On-going		Funding and support for the Foxton River Loop remains a priority through the Foxton Futures work, and broader advocacy with Wellington. Regional Deals and the recently formed Infrastructure Fund present an opportunity here. Council Officers are engaging with SORT to develop an initial scope for the Regional Infrastructure Funding.
LTP Monitoring Report Actions*	<u>Naming of Reserves</u> THAT the Horowhenua District Council supports officers to discuss with local iwi, a potential Te Reo name for the River Loop Reserve, with a view to undertaking wider consultation with the community concerning the proposed name.	S Hester	Jan 2022		Iwi partners will be looking at Māori names for Foxton area as part of the cultural impact assessment mahi being undertaken in relation to Target Reserve.
CO/2023/173	That Council direct Officers to make other plans to dispose of the Foxton War Memorial Hall and proceed with preparing the hall to be released to the general market for disposal.	L Winiata B Harvey	June 2024		Council has now completed the consultation process and has resolutions for the future of Foxton War Memorial Hall. Officers are awaiting receipt of a detailed business plan before planning next steps.
CO/2023/174	That Council delegates authority to the Chief Executive to expend up to \$10,000 from within existing budgets on retrieving and	L Winiata B Harvey	June 2024		Officers will ensure that this work is completed in conjunction with any

	appropriately displaying memorabilia from the Foxton War Memorial Hall in Foxton.				potential disposal process as detailed above.
TAFCB/2023/6	That the Board recommends Council ask Horizons not spend any of the Horowhenua District Council's contribution pending a meeting is held at governance level.	M Davidson	Jan 2024		The Governance Group has now met and set out it's terms of reference. The Governance Group includes TAFCB reps and 3 HDC Councillors. Horizons have refunded Council \$500,000.

## Exclusion of the Public : Local Government Official Information and Meetings Act 1987

The following motion is submitted for consideration:

That the public be excluded from the following part(s) of the proceedings of this meeting.

The general subject of each matter to be considered while the public is excluded, the reason for passing this resolution in relation to each matter, and the specific grounds under section 48(1) of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution follows.

This resolution is made in reliance on section 48(1)(a) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by section 6 or section 7 of that Act which would be prejudiced by the holding of the whole or relevant part of the proceedings of the meeting in public, as follows:

### C1 Council Owned Property on Fabrin Street and Nash Parade

<b>Reason:</b>	The public conduct of the part of the meeting would be likely to result in the disclosure of information for which good reason for withholding exists under section 7.
<b>Interests:</b>	s7(2)(b)(ii) - The withholding of the information is necessary to protect information where the making available of the information would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information.  s7(2)(h) - The withholding of the information is necessary to enable the local authority to carry out, without prejudice or disadvantage, commercial activities.
<b>Grounds:</b>	s48(1)(a)  The public conduct of the part of the meeting would be likely to result in the disclosure of information for which good reason for withholding exists under section 7.
<b>Plain English Reason:</b>	To further negotiations with the Boys Brigade in respect to the property..