

**Dated**

**2019**

## **DEED OF LEASE**

Landlord

**SELWYN DISTRICT COUNCIL**

Tenant

**MEN'S SHED OF LINCOLN SOCIETY  
INCORPORATED**

## CONTENTS

FIRST SCHEDULE	3
SECOND SCHEDULE	4
1. INTERPRETATION AND DEFINITIONS	4
2. TERM	5
3. RENEWAL OF TERM	5
4. RENT	5
5. RENT REVIEW	5
6. OUTGOINGS	5
7. GOODS AND SERVICES TAX	6
8. MAINTENANCE AND CARE OF THE LAND AND THE OCCUPIED LAND	6
9. PERMITTED USE	8
10. TENANT'S INDEMNITY	9
11. COMPLIANCE WITH STATUTES AND REGULATIONS	10
12. SIGNAGE	10
13. INSURANCE	11
14. ADDITIONS AND ALTERATIONS	11
15. ASSIGNMENT / SUBLETTING	12
16. DEFAULT	12
17. TENANT'S IMPROVEMENTS	13
18. MISCELLANEOUS	13
19. REDEVELOPMENT	15
20. COMMUNITY LEASING AND CHARGING POLICY	16

## **DEED OF LEASE**

**DATED**

**2019**

### **PARTIES**

- (1) **SELWYN DISTRICT COUNCIL** (the "Landlord")
- (2) **MEN'S SHED OF LINCOLN SOCIETY INCORPORATED** (the "Tenant")

### **BACKGROUND**

- A. The Landlord administers the Land pursuant to the Reserves Act 1977 as part of a recreation reserve and has agreed to grant the Tenant a lease of the Land pursuant to Section 54(1)(b) of the Reserves Act 1977.
- B. The Tenant is a community organisation that uses the Lincoln Domain for a Men's Shed and which has requested the Landlord let the Land to it.
- C. The Tenant has erected improvements on the Land to be utilised by the Men's Shed of Lincoln. The Tenant will be erecting additional improvements on the Land to be utilised for the same purpose.

### **TERMS OF THIS DEED**

- 1. The Landlord leases to the Tenant and the Tenant takes on lease the land described in the First Schedule for the Term from the Commencement Date and at the Annual Rent, subject to review, as set out in the First Schedule.
- 2. The Landlord and the Tenant covenant as set out in the Second Schedule.

THE COMMON SEAL of )  
SELWYN DISTRICT COUNCIL )  
was hereto affixed in the presence of )

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Executive

**SIGNED** on behalf of **MEN’S SHED OF LINCOLN  
SOCIETY INCORPORATED**

\_\_\_\_\_  
Committee Member

\_\_\_\_\_  
Countersigned by: Committee Member

in the presence of

\_\_\_\_\_  
Witness signature - Chairperson/Secretary/Treasurer

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

## **FIRST SCHEDULE**

**Item 1:     The Land** - The footprint of the premises and immediate surrounds being 30m x 26.5m incorporating the original area of 30m x 20m shown outlined red on the attached Plan at Appendix A, and from the date this Lease is executed an additional 30m x 6.5m strip shown outlined in green on the attached Plan at Appendix A being part of Lot 1 DP 477257 at Lincoln Reserve.

**The Occupied Land** - The temporary right to occupy a strip of land shown hatched blue on the attached Plan at Appendix A being part of Lot 1 DP 477257 at Lincoln Reserve.

**Item 2:     Term of Lease**

5 Years + a right of renewal for a further 10 years

**Item 3:     Commencement Date**

14 June 2017

**Item 4     Right of Renewal**

One (1) Right of Renewal of ten (10) years

**Item 5     Renewal Date**

14 June 2022

**Item 6:     Expiry Date ( if right of renewal exercised)**

13 June 2032

**Item 7:     Annual Rent** (subject to review)

\$1.00 plus GST with the Tenant responsible for maintenance to the area occupied including but not limited to keeping the area tidy, lawns cut and the area free of weeds.

**Item 8:     Rent Review Dates**

14<sup>th</sup> June 2022

**Item 9:     Permitted Use**

Erection and use of a shed/building in connection with the aims of the Tenants Society for use as a meeting place and an area for sharing of skills to repair and make items for the Community.

**Item 10:    Amount of Public Risk Insurance**

\$1,000,000.00

## SECOND SCHEDULE

### 1. INTERPRETATION AND DEFINITIONS

1.1 In this Lease unless a contrary intention appears:

- (a) **“GST”** means Goods and Services Tax or any tax in the nature of a Goods and Services Tax.
- (b) **“the Landlord”** and **“the Tenant”** include their respective successors and permitted assigns and will extend in the case of the Tenant to include the Tenant’s employees, agents, contractors, invitees and any other person under the Tenant’s control.
- (c) **“Tenant’s Improvements”** means the buildings and other improvements on the Land or the Occupied Land owned by the Tenant.

### 1.2 Interpretations

- (a) Any reference in this Lease to the terms described in the First Schedule will have the meanings set out in the First Schedule.
- (b) Words importing the singular will include the plural. Words importing the masculine gender will include the feminine or neuter and vice versa. Words importing persons will include companies.
- (c) Any covenant or agreement on the part of two or more persons will be deemed to bind them jointly and severally.
- (d) The Table of Contents and any headings and marginal notations in this Lease have been inserted for convenience only and will not limit or govern the construction of the terms of this Lease.
- (e) Any reference in this Lease to any statute or regulation is deemed to include all amendments and revisions made from time to time to that statute or regulation and any re-enactments thereof.
- (f) Where the Landlord’s consent or approval is required pursuant to any provision of this Lease such consent or approval will be required for each separate occasion notwithstanding any prior consent or approval obtained for the like purpose on a prior occasion.

### 1.3 Entire Agreement

This document embodies the entire understanding and the whole agreement between the parties. Any previous representations, warranties, arrangements and statements whether expressed or implied with reference to the subject matter of this Lease are merged herein.

## **2. TERM**

- 2.1 This Lease will be for the term fixed in Item 2 of the First Schedule commencing on the Commencement Date.

## **3. RENEWAL OF TERM**

- 3.1 Where the First Schedule contains a Right of Renewal and the Tenant has not been in breach of this lease and has given to the Landlord written notice to renew the lease at least three (3) calendar months before the end of the term then the Landlord will at the cost of the Tenant renew the lease for the next further term from the renewal date as follows;
- (a) The Annual Rent shall be agreed upon or failing agreement shall be determined in accordance with clause 5 but such Annual Rental shall not be less than the rent payable during the period of twelve (12) months immediately preceding the renewal date.
  - (b) Such Annual Rent shall be subject to review the further term on the review dates or if no dates are specified then after the lapse of the equivalent periods of time as are provided herein for rent reviews.
  - (c) The renewed lease shall otherwise be upon and subject to the covenants and agreements herein expressed and implied except that the term of this lease plus all further terms shall expire on or before the final expiry date.
  - (d) Pending the determination of the renewal rent the Tenant shall pay the existing rent.

## **4. RENT**

- 4.1 The Tenant will pay to the Landlord the Annual Rent from the Commencement Date by annual payments in advance (or as varied pursuant to any rent review during the term of this Lease) the first of such payments to be due and payable on the Commencement Date.
- 4.2 All rent will be paid without any deductions or setoff by direct payment to the Landlord or as the Landlord may direct.

## **5. RENT REVIEW**

- 5.1 Without prejudice to clause 9.2 the annual rental will be reviewed on the review dates to an amount determined by the Landlord in its absolute discretion having regard to the Landlords general policies in relation to the leasing of sporting and community facilities.

## **6. OUTGOINGS**

- 6.1 The Tenant will pay in addition to rental:
- (a) all rates or levies payable to any local or territorial authority (if applicable);

- (b) any charges for water, gas, electricity, phones and other utilities or services(if applicable);  
and
  - (c) all charges for rubbish collection services (if applicable).
- 6.2 In any case when the charges referred to in clause 6.1 are not separately assessed to the Land or the Occupied Land the Tenant will pay a fair and reasonable portion of those charges.
- 6.3 The outgoings will be apportioned between the Landlord and the Tenant in respect of periods current at the commencement and termination of the term of this Lease.
- 6.4 Subject to the Tenant's compliance with the provisions of this Clause 6 the Landlord will pay all outgoings in respect of the Land and the Occupied Land not payable by the Tenant. The Landlord will be under no obligation to minimise any liability by paying any outgoing or tax prior to receiving payment from the Tenant.

## **7. GOODS AND SERVICES TAX**

- 7.1 The Tenant will pay to the Landlord the Goods and Services Tax payable by the Landlord in respect of the rental and other payments payable by the Tenant under this Lease. The tax in respect of the rental will be payable on each occasion when rental payment falls due for payment and in respect of any other payment will be payable upon demand.
- 7.2 If the Tenant will make default in payment of the rental or other moneys payable under this Lease and the Landlord becomes liable to pay additional Goods and Services Tax then the Tenant will on demand pay to the Landlord the additional tax.

## **8. MAINTENANCE AND CARE OF THE LAND AND THE OCCUPIED LAND**

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

The Tenant will in a proper and workmanlike manner at the Tenant's cost and to the reasonable requirements of the Landlord:

- (a) **Tenant's Improvements**

Keep and maintain the Tenant's Improvements in good order, repair and condition during the term of this Lease.

- (b) **Cleaning**

Keep the Tenant's Improvements (including all exterior and interior windows and fences) clean and free of graffiti and ensure that all waste and rubbish is placed in suitable receptacles and removed from the Land and the Occupied Land on a regular basis so that the rubbish does not build up and become scattered around the Land and the Occupied Land.



(c) **Control of pests**

Take any steps necessary to control any pest infestation occurring in, or emanating from, within the Tenant's Improvements.

(d) **Make good defects**

Repair any damage to the Land and the Occupied Land caused by the Tenant or any person under the control of the Tenant, including any other person in or about the Land and the Occupied Land at any time at the request or invitation of or under the control or direction of the Tenant.

(e) **Replace Glass**

Immediately replace all glass broken in and about the Tenant's Improvements with glass of a same or similar quality.

(f) **Painting**

Paint and decorate those parts of the exterior and interior of the Tenant's Improvements which have previously been painted and decorated when the same reasonably require repainting and redecoration in colours approved by the Landlord in writing (applicable to exterior painting only) and generally to the reasonable satisfaction of the Landlord.

(g) **Water and drainage**

Keep and maintain all plumbing fixtures and drainage systems (including downpipes and guttering) in good unobstructed working order and repair.

(h) **Utilities**

Where applicable install and maintain connections for sewage, water, electricity and telephone and any other utilities required to service the Land and the Tenant's improvements and on a pro rata basis where there are other connected users.

## 8.2 **Landlord's Right of Inspection**

The Landlord and the Landlord's employees contractors and invitees may at all reasonable times enter upon the Land and the Occupied Land to view the condition of the Land and the Occupied Land and the Tenant's Improvements. If the Landlord gives the Tenant written notice of any failure on the part of the Tenant to comply with any of the requirements of Clause 8.1 the Tenant will with all reasonable speed so comply.

## 8.3 **Landlord may Repair**

If a default is made by the Tenant in the due and punctual compliance with any repair notice given under Clause 8.2 or in the event that any repairs for which the Tenant is responsible are required 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 enter upon the

Land and the Occupied Land to execute such works. Any moneys expended by the Landlord in executing such works will be payable by the Tenant to the Landlord upon demand.

#### **8.4 Access for Repairs**

The Tenant will permit the Landlord and the Landlord's employees and contractors at all reasonable times to enter the Land and the Occupied Land to carry out repairs to the Land, the Occupied Land or adjacent Land and to install inspect repair renew or replace any services where the same are not the responsibility of the Tenant all such repairs inspections and work to be carried out with the least possible inconvenience to the Tenant. For the avoidance of doubt, nothing in this clause will be construed as obligating the Landlord to undertake any repairs.

### **9. PERMITTED USE**

9.1 The Tenant will not without the prior written consent of the Landlord (which consent may be granted or withheld at the Landlord's sole discretion and on such conditions as the Landlord sees fit including but not limited to the condition set out in clause 9.2) use or permit the whole or any part of the Land or Occupied Land to be used for any purpose other than the Permitted Use. In granting or withholding its consent the Landlord may have regard to whether the proposed use is:

- (a) Compatible with the use of the land adjacent to the Land and the Occupied Land;
- (b) Reasonably suitable for the Land and the Occupied Land;
- (c) In compliance with any designations, planning ordinances, provisions and consents affecting the Land and the Occupied Land; and

9.2 Upon any change in the Permitted Use pursuant to clause 9.1 the Landlord may, as a condition of its consent, require the payment of an additional rental upon such terms and subject to such conditions as the Landlord in its discretion may think fit.

9.3 If at any time the Landlord (after making such enquiries as the Landlord thinks fit) is of the opinion that the Land or the Occupied Land is not being used for the Permitted Use and the Tenant has not, within a reasonable period after the date of receipt by the Tenant of written notice from the Landlord, ceased the non-Permitted Use, then the Landlord may terminate this Lease on three month's written notice. No compensation will be payable to the Tenant in the event of termination under this clause.

9.4 The Tenant may during the term of this Lease make the Land or the Occupied Land available for use by community groups and the public upon terms approved by the Landlord in writing (subject to clause 9.5 of this Lease), but nothing in this clause will be construed as:

- (a) Obligating the Tenant to allow access at times for events that conflict with its own use of the Land, the Occupied Land or the public's use of the adjacent land.
- (b) Obligating the Tenant to allow access to the Tenant's Improvements and buildings on the Land and the Occupied Land by community groups and the public. Such access will be at the Tenant's sole discretion.

- (c) Limiting the Tenant's ability to deny access to the Land and the Occupied Land by any person if the Tenant is satisfied, on reasonable grounds, that any such person:
  - (i) is affected by drugs or alcohol;
  - (ii) is behaving in an indecent or disorderly manner;
  - (iii) is annoying or offensive to any other person upon the Land or the Occupied Land;
  - (iv) has wilfully damaged or destroyed any part of the Land or the Occupied Land; and
  - (v) has failed or refused to comply with any lawful request of the Tenant (being a request which is not inconsistent with the above).

9.5 The Tenant may from time to time make rules (to be approved by the Landlord in writing) regulating the use of the Land and the Occupied Land by community groups and the public. Such rules must not be inconsistent with the provisions of this Lease, nor any statute, regulation or bylaw and comply with all Health and Safety requirements.

9.6 The Tenant may at any time and from time to time by application in writing to the Landlord seek the Landlord's consent to deny all rights of public access to defined parts of the Land and the Occupied Land at all times.

9.7 The Tenant will not at any time:

- (a) Permit any person to sleep on the Land or the Occupied Land or allow any animal or dog to be housed overnight in or about the Land or the Occupied Land.
- (b) Do, allow, or carry on in or upon any part of the Land or the Occupied Land any offensive, noxious, noisy, illegal or dangerous act or business occupation.
- (c) Do or fail to do any thing in or upon any part of the Land or the Occupied Land that may cause damage to or allow damage to occur to the Land or the Occupied Land or which may cause contamination to the Land or the Occupied Land or become an annoyance, nuisance or disturbance to the Landlord or any other person.
- (d) Use or permit the use of the toilets, sinks, drainage and other plumbing facilities in the Land for any purposes other than those for which they were designed, and will not deposit or allow any rubbish to be deposited in them. Any damage or blockage to the toilets, sinks, drainage or other plumbing facilities will immediately be repaired or cleared by the Tenant.

## **10. TENANT'S INDEMNITY**

10.1 The Tenant agrees to occupy and use the Land and the Occupied Land at the Tenant's risk and releases to the fullest extent permitted by law the Landlord its servants and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident damage or injury occurring to any person or property in or about the Land or the Occupied Land.

- 10.2 The Tenant will keep the Landlord indemnified against all claims actions losses and expenses of any nature which the Landlord may suffer or incur or for which the Landlord may become liable in respect of or arising out of or in connection with:
- (a) the neglect or careless use or misuse by the Tenant of the Land or the Occupied Land or any of the utilities or other services to the Land or the Occupied Land or arising out of any faulty fixture or fitting of the Tenant.
  - (b) any accident or damage to property or persons arising from any occurrence in or near the Land or the Occupied Land wholly or in part by reason of any act or omission by the Tenant.
  - (c) any liability incurred by the Tenant whatsoever in respect of a breach by the Tenant, in or about the Land or the Occupied Land, of any of the provisions of any legislation, including by way of example but not limited to, the Resource Management Act 1991, the Building Act 1991, or the Health and Safety at Work Act 2015.
- 10.3 The Tenant shall at all times be held indemnified by the Tenant as Incorporated Society from and against all claims, acts, proceedings and damages made, suffered or sustained by the Tenant as a result of his or her carrying out in good faith the requirements of the Incorporated Society.

## **11. COMPLIANCE WITH STATUTES AND REGULATIONS**

- 11.1 The Tenant will comply with all statutes, ordinances, regulations, by-laws or other lawful requirements so far as they relate to, and all notices or orders which may be given by any competent authority in respect of, the Land, the Occupied Land or their use by the Tenant and will keep the Landlord indemnified in respect of all such matters. The Tenant will not however be under any liability in respect of any structural alteration required by such notice or order unless that liability arises out of the Tenant's use or occupation of the Land and the Occupied Land, the nature of the Tenant's business or is in respect of the Tenant's Improvements. For the purposes of this clause the term "statutes" will include but not be limited to the Building Act 1991 and 2004, the Resource Management Act 1991 and the Health and Safety at Work Act 2015.

### **11.2 Health and Safety**

- (a) At the commencement of this Lease the Tenant will provide the Landlord with a copy of its current health and safety policy. The Tenant undertakes to comply in all respects with such policy and the requirements of the Health and Safety at Work Act 2015 during the term of this Lease.
- (b) The Tenant will maintain an accident register at all times at the Land and the Occupied Land and will record in such register all accidents to members of the Tenant's staff or any customers, users or visitors to the Land and the Occupied Land.

## **12. SIGNAGE**

- 12.1 The Tenant will not paint erect or exhibit any sign or advertising device in upon or about the Land, the Occupied Land or the Tenant's improvements that is visible from the exterior of the Tenant's

improvements without the prior written approval of the Landlord (such approval will not unreasonably be withheld).

### **13. INSURANCE**

13.1 During the term of this Lease, the Tenant will at its own cost keep current at all times insurance policies in the joint names of the Landlord and the Tenant for their respective rights and interests for:

- (a) The Tenant's Improvements and keep the same insured to their full replacement value against loss, damage or destruction by fire and such other risks; and
- (b) Public risk insurance applicable to the Land and the Occupied Land for an amount not less than the sum specified in Item 10 of the First Schedule (being the amount which may be paid out arising out of any one event) or such other amount as the Landlord may from time to time reasonably require.

Such policies will be effected with an insurance company approved by the Landlord (such approval not to be unreasonably or arbitrarily withheld) on terms reasonably acceptable to the Tenant and the Landlord. The Tenant will on each anniversary of the Commencement Date or whenever requested by the Landlord provide to the Landlord a copy of a Certificate of Currency of the insurance policies, and the Tenant will ensure that each such policy includes a provision that the policy will not be cancelled other than for non-payment of premiums and that if the policy is to be cancelled, then the insurer will give the Landlord notice of the proposed cancellation.

13.2 The Tenant will not do or permit anything to be done on the Land or the Occupied Land whereby any policy of insurance effected for the Land or the Occupied Land may be rendered void or voidable. In any case where in breach of this clause the Tenant has rendered any insurance less effective or void and the Landlord has suffered loss or damage thereby the Tenant will compensate the Landlord in full for such loss or damage.

### **14. ADDITIONS AND ALTERATIONS**

14.1 The Tenant will neither make nor allow to be made any alterations or additions to any building or other structures on the Land or the Occupied Land, or place additional buildings, structures or fences on the Land or the Occupied Land without first producing to the Landlord on every occasion plans and specifications and obtaining the written consent of the Landlord (which consent may be granted or withheld at the Landlord's sole discretion and on such conditions as the Landlord sees fit) to the work proposed. If the Landlord authorises any alterations the Tenant will at the Tenant's own expense if required by the Landlord at the end of the term reinstate the Land and the Occupied Land.

14.2 The Tenant, when undertaking any "building work" on the Land and the Occupied Land (as that term is defined in the Building Act 2004), will comply with all statutory requirements including the obtaining of building consents and code compliance certificates pursuant to that Act.

**15. ASSIGNMENT / SUBLETTING**

- 15.1 Subject to clause 9.4, the Tenant will not assign or otherwise part with the possession of the Land or the Occupied Land or any part thereof.

**16. DEFAULT**

**16.1 Re-entry**

The Landlord may re-enter the Land and the Occupied Land at the time or at any time thereafter:

- (a) if the rent shall be in arrears fourteen (14) days after any of the rent payment dates,
- (b) in case of breach by the Tenant of any covenant or agreement on the Tenant's part herein expressed or implied,
- (c) if the Tenant makes or enters into or endeavours to make or enter into any composition assignment or other arrangement with or for the benefit of the Tenant's creditors,
- (d) in the event of the insolvency bankruptcy or liquidation of the Tenant,
- (e) if the Tenant shall suffer distress or execution to issue against the Tenant's property goods or effects under any judgment against the Tenant in any Court for a sum in excess of five thousand dollars (\$5,000.00)

and the term of this Lease will terminate on such re-entry but without prejudice to the rights of either party against the other.

**16.2 Loss on Re-entry**

Upon re-entry the Landlord may remove from the Land and the Occupied Land any chattels in the apparent possession of the Tenant and place them outside the Land or the Occupied Land and the Landlord will not be answerable for any loss resulting from the exercise of the power of re-entry provided the Landlord first gives the Tenant twenty (20) working days notice of its intention to do so.

**16.3 Essentiality of Payments**

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

#### **16.4 Repudiation**

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

### **17. TENANT'S IMPROVEMENTS**

17.1 At the end or earlier termination of this Lease, the Landlord will:

- (a) Require an incoming tenant to pay the outgoing tenant the value (as determined by an independent valuer appointed jointly by the parties, the cost of such valuation to be borne by the Tenant) of the Tenant's Improvements; or
- (b) Require the Tenant to remove all or some of the Tenant's Improvements from the Land and the Occupied Land and make good any damage to the Land and the Occupied Land caused by such removal prior to the expiry of the term of this Lease or if this Lease is terminated for breach, within 3 months of such termination. If the Tenant fails or refuses to effect such removal and/or to make good any damage to the Land and the Occupied Land;
  - (i) the Landlord may remove all buildings and other improvements not removed by the Tenant and make good any damage to the Land and the Occupied Land and the Tenant will pay upon demand all costs and expenses incurred by the Landlord in so doing; or
  - (ii) the remaining Tenant's improvements will vest in the Landlord without right of payment or compensation to the Tenant by the Landlord.

### **18. MISCELLANEOUS**

#### **18.1 The Landlord Acting as Territorial Authority**

The Tenant acknowledges that:

- (a) The Landlord, in its capacity as territorial authority, is required to carry out its statutory consent functions under the Resource Management Act 1991, the Building Act 1991 and 2004 and the Supply of Alcohol Act 2012 in accordance with the provisions of those and other statutes.
- (b) The granting by the Landlord of any consent or approval by the Landlord as territorial authority under those Acts or any other legislation, will not of itself be deemed to be a consent or approval by the Landlord (in its capacity as Landlord) under this Lease.
- (c) The Landlord is bound by statutory obligations to exercise its powers, including discretionary powers and duties under those Acts or any other legislation without regard to any relationship it may have with the Tenant under this Lease.

## **18.2 Quiet Enjoyment**

The Tenant paying the rent and performing and observing all the covenants and agreements herein expressed and implied will quietly hold and enjoy the Land and the Occupied Land throughout the term of this Lease without any interruption by the Landlord or any person claiming under the Landlord.

## **18.3 Suitability**

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

## **18.4 Holding Over**

If the Landlord permits the Tenant to occupy the Land or the Occupied Land beyond the expiration of the term of this Lease the Tenant will do so as a monthly tenant only at a rent calculated daily but payable monthly in advance, determinable at any time by either party by 1 month's written notice but otherwise the tenancy will continue on the same terms and conditions (so far as applicable to a monthly tenancy) contained in this Lease.

## **18.5 Costs**

The parties agree that they will each bear their own costs in relation to the preparation and execution of this Deed of Lease. The Tenant will pay, at the direction of the Landlord all costs and expenses for which the Landlord will become liable in consequence of or in connection with any breach or default by the Tenant in the performance or observance of any of the terms of this Lease, including costs and expenses incurred by the Landlord in the enforcement or attempted enforcement by the Landlord of its remedies under this Lease.

Where the costs incurred by the Landlord are in respect of fees incurred by the Landlord with its solicitors, those costs will be paid on a solicitor/client basis. Where the costs incurred by the Landlord represent a charge by the Landlord to the Tenant for its own administration or other expenses, then such charge will in all the circumstances be reasonable. If any dispute or difference will arise as to what is a reasonable charge, such dispute or difference will be determined by the dispute resolution procedure set out in clause 18.9.

## **18.6 No Caveat**

The Tenant will not register a caveat against the Certificate of Title for the Land or the Occupied Land.



#### **18.7 Neglect of Other Tenant**

The Landlord will not be responsible to the Tenant for any act of default or neglect of any other tenant or occupier of or visitor to the remainder.

#### **18.8 Notices**

- (a) Any notice, demand or consent to be given by the Landlord under this Lease will be given for and on behalf of the Landlord in writing signed by an authorised officer of the Landlord.
- (b) Any notice required to be given by the Landlord under this Lease may be delivered or posted to the Secretary of the Tenant at the usual or last known place of business of the Tenant. Any notice required to be given by the Tenant to the Landlord under this Lease may be delivered or posted to the Landlord at:

Selwyn District Council  
2 Norman Kirk Drive  
P O Box 90  
Rolleston 7643  
Attention: Acquisitions Disposals and Leasing Manager

- (c) If the address of the Tenant changes, the Tenant will forthwith notify the Landlord of the new address details.

#### **18.9 Dispute Resolution**

- (a) In the event of any dispute or difference between the parties in relation to or arising out of this Lease then, if the parties so agree, the dispute or difference may be referred to mediation, with such mediation to be conducted on such basis as the parties may agree.
- (b) In the event of the dispute or difference not being resolved by mediation, then it will be determined by a single arbitrator. That arbitrator will be agreed between the parties, or failing agreement will be appointed by the President for the time being of the Canterbury District Law Society. Clause 1 of the Second Schedule to the Arbitration Act 1996 will not apply but otherwise the arbitration will be conducted in accordance with the Arbitration Act 1996 or any statute enacted in substitution for the time being in force.

### **19. REDEVELOPMENT**

- 19.1 If during any term of this Lease the Landlord in its absolute discretion requires the Land or the Occupied Land for any other purpose then the Landlord shall have the right to determine or vary this Lease provided that the Landlord shall first give the Tenant three (3) months written notice of the Landlord's intention to vary the Lease or six (6) months written notice of the Landlord's intention to determine the Lease.

- 19.2 On determination of this Lease pursuant to the above clause, the Landlord shall:

- (a) Pay the tenant the market value of the Tenants improvements (as determined by an independent valuer appointed jointly by the parties, the cost of such valuation to be borne by the Landlord). On the payment of the book value for the Tenants improvements to the Tenant, the Tenants improvement shall become the property of the Landlord; or
- (b) The Landlord will pay the Tenant the costs of relocating the Tenants improvements to another Council site approved by the Council for use by the Tenant; or
- (c) If the Tenant so elects, the Council will pay for the costs of relocating the Tenants improvements to a site owned by a third party so long as that site is, in the Councils sole and absolute discretion, sufficiently close to the Land and it is reasonably practicable to relocate the Tenants improvements to that site.

19.3 On variation of this Lease pursuant to clause 19.1 above and expressly relating to the Occupied Land, the Tenant shall remove all of the Tenant's Improvements on the Occupied Land in accordance with Clause 17.1(b).

## **20. COMMUNITY LEASING AND CHARGING POLICY**

- 20.1 Selwyn District Council has instructed a working group to consider a number of issues including a major review of lease and ground rental charging to provide a more consistent and fairer rent model across the district.
- 20.2 If as a result of the review, a charging regime is implemented, the Landlord reserves the right to vary or enter into a new Lease which will reflect the new changes, on the next rent review date, renewal date, or termination date, whichever is the earlier.

# Appendix A: Plan

