



**PUBLIC EXCLUDED
COUNCILLOR WORKSHOP**

AGENDA & SUPPORTING MATERIAL

**Commencing at 1.30pm
Wednesday 5 March 2025
Training Rooms**

MEETING	PUBLIC EXCLUDED COUNCILLOR WORKSHOP		
Date	Wednesday 5 March 2025	Time	Commences at 1.30pm
Location	Training Rooms		
AGENDA			
1.30pm – 5.30pm	<p>Upper Selwyn Huts</p> <p>DOCUMENT 1a – Memo Upper Selwyn Huts Engagement Summary</p> <p>DOUCMENT 1b - Powerpoint</p> <p>DOCUMENT 1c – Building Inspections List</p> <p>DOCUMENT 1d – Draft Deed of Licence</p> <p><i>Time to include a short tea break</i></p>		Steve Gibling / Allison Sneddon

Technical Memorandum



Upper Selwyn Huts Engagement Summary

Date: 24 January 2025
Project name: Upper Selwyn Huts
Project no: IA325600
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Introduction

Jacobs were engaged to support Selwyn District Council engage with the Upper Selwyn Huts and occupants on the proposed Deed of Licence. The proposed Deed of License was proposed to be a finite agreement with a transition from the huts included in the Deed of Licence. This would mean that at the expiry of the Deed of Licence residents would be required to retreat from the settlement.

One of the key drivers for retreat was the anticipated impacts from climate related hazards. SDC have since received technical presentations from Environment Canterbury and Aqualinc that show the risk is not as significant as previously thought. Given this, the work and related engagement process, are currently on hold pending further direction from the Council after a review of the updated information .

This memorandum has been prepared to summarise the engagement and work undertaken to date.

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1. Who lives at the Upper Selwyn Huts?

The 2023 census¹ provides an official count of the population of New Zealand. It is undertaken every five years. The 2023 census provides a summary of make-up of the Upper Selwyn Huts. There are limitations with the census data, but we have found the results are broadly representative of those we engaged with through this project or who we are aware of through engagement with others through the project.

1.1 Population

The 2023 census shows that there is a population of 93 people residing at the Upper Selwyn Huts. The median age at the Upper Selwyn Huts is 59.3 years old, compared with 38.1 years for the rest of New Zealand. Of note there are no residents recorded as being in their 20s within the Upper Selwyn Huts. This is consistent with what we found through engagement; however, this figure is dissimilar from the rest of New Zealand. [Figure 1](#) shows the breakdown of the population by age group.

The Upper Selwyn Huts overwhelming identify as being European (96.8%)² with 9.7% identifying as both Māori and European.

9.1% of the Upper Selwyn Hut population between 30-64 years have an activity limitation³ compared to 5.4% nationally. 12.5% of the Upper Selwyn Hut population between 65 years and over have an activity limitation compared to 17% nationally.

A high proportion of the settlement are non-partnered (76.9% compared to 45.3% nationally).

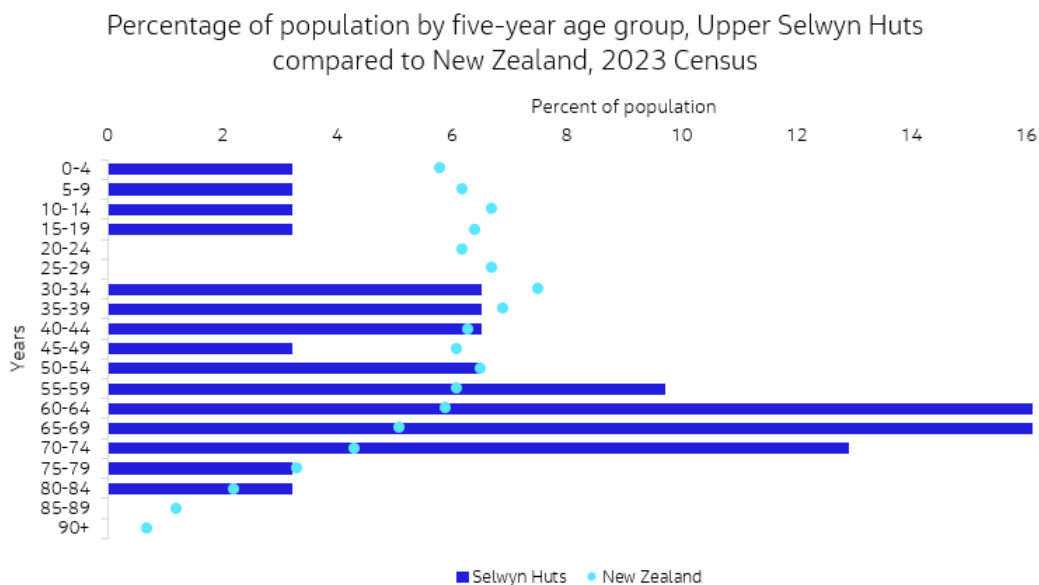


Figure 1: Percentage of population by 5-year age group, Upper Selwyn Huts and New Zealand

¹ (Stats NZ, 2024)

² Combined New Zealand European (90.3%) and Other European (6.5%)

³ Activity limitation includes: difficulty seeing, hearing, walking or climbing stairs, remembering or concentrating, washing all over or dressings, and communicating.

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1.2 Housing stock

The 2023 census data shows that 60% of the dwellings are two-bedroom homes, 20% are single bedroom homes and 20% are three-bedroom homes. On the night of the census 60 homes were occupied and 33 were unoccupied.

78.9% of houses are recorded as having one usual resident. 15.9% have three usual residents or more including six homes that are recorded as having children.

1.3 Income

The median personal income is \$25,600 compared to \$41,500 per year nationally. Those living at the Upper Selwyn Huts between 30-64 years old earn disproportionately less than the New Zealand median (\$32,200 vs \$57,900). There is no recorded income for those under 30 years old as there are no individuals registered within this age group. Figure 2 shows a breakdown of income.

28.6% of the settlement are in full time employment compared with 51.2% nationally. 57.1% of the settlement are not in the labour force.

85% of households own their own homes or the home is held in a family trust. This suggests that approximately 15% of homes within the settlement are used as rentals.

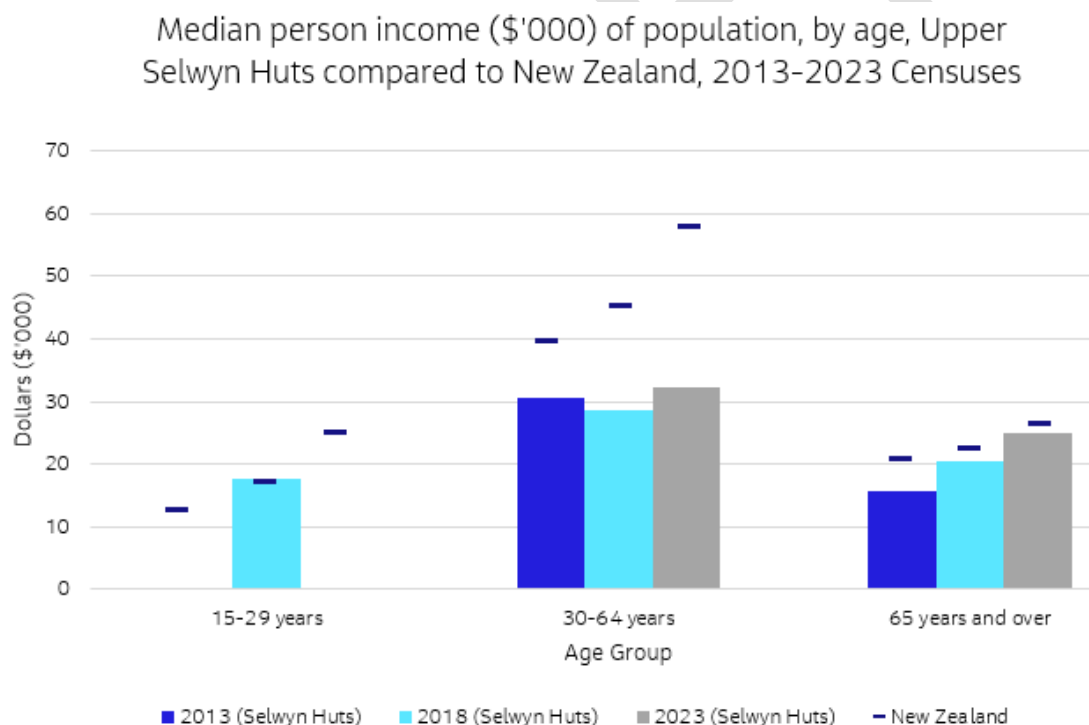


Figure 2: Medium personal income Upper Selwyn Huts compared to New Zealand

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2. Engagement summary

The following engagement sessions were held over a three-month period (August-December 2024).

2.1 Review of the inbox

Feedback was provided to the huts@selwyn.govt.nz inbox. Jacobs reviewed all feedback received prior to 26 August 2024 and was provided with additional feedback received after this date where the additional feedback raised issues that had not already been identified in the earlier feedback. Overall, the feedback included responses from 105 individual hut owners or occupiers. We do not have addresses for all respondents so cannot confirm how many individual huts this represents. A total of 455 feedback points were summarised. This summary is provided in Appendix A. This feedback informed the August-December engagement.

2.2 Committee meetings

Monique Eade and Chris Mene met with the Upper Selwyn Huts Residents' Committee four times over this period. The Committee requested in-person meetings held on the weekends at the Upper Selwyn Huts. The meetings were scheduled for two hours but generally ran a little over this.

It is our experience that the Committee represent a portion of the community but are not necessarily representative of the whole Upper Selwyn Huts community. This view was expressed by a number of the community and was apparent from the differing views gathered throughout this process. With this in mind the Community Meetings proved a useful mechanism for engaging with a group of the community but should not be seen as a substitute for engaging with the community as a whole.

The Committee requested the following topics be covered off as part of the engagement:

1. When discussing the term of the Deed of Licence, the Committee want the Upper Selwyn Huts to be referred to as a Local Purpose Hut settlement.
2. Replacing the Council owned reticulation system and adding this cost to the Districtwide Rate.
3. Building inspections
4. Trigger points for climate change
5. Mitigation options
6. Relocation/compensation if previously agreed climate change trigger points mean we must leave
7. Historic significance of the settlement
8. Compensation for our legal fees
9. Removal of the word 'finite' from all documents.

The extent to which these topics have been covered off is discussed in the sections below.

Meetings with the Committee were held on:

- Chris' initial meeting with the Committee – Upper Selwyn Huts Community Room
- Saturday 21 September 2024 – Upper Selwyn Huts Community Room
- Saturday 9 November 2024 – Upper Selwyn Huts Community Room
- Saturday 30 November 2024 – Upper Selwyn Huts Community Room

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2.3 Licence holder meetings

Three Licence Holder Meetings were planned, but due to the volume of content requested to be covered by Licence Holders this was extended to four meetings. Attendance ranged between 22 and 40 people, although not everyone in attendance signed the register, and the head counts should be considered indicative only due to people arriving late. A mixture of weeknight and weekend meetings were requested however there was no obvious difference in the numbers of those attending between the Wednesday night and Saturday morning meetings.

There was a small group who attended all of the meetings and this group was joined by a few others at each session. We received feedback that not everyone felt comfortable attending the Licence Holder Meetings and/or feared speaking openly in the public forum.

Licence Holder Meetings were held on:

- Wednesday 28 September 2024 – Soldiers Memorial Hall
- Saturday 19 October 2024 – Lincoln Events Centre
- Wednesday 27 November – Selwyn District Council
- Saturday 7 December – Lincoln Events Centre

Minutes and presentations are available on the SDC website for all meetings.

2.4 Drop-in sessions

The drop-in sessions were scheduled for four hours each and generally ran for five hours each. They were very well attended with back-to-back people in all sessions. For the later sessions we ran two parallel streams to cater for the demand. The sessions helped to understand the range of people within the community and variety of views.

We met with 49 different people at these sessions who represent approximately 35 unique huts. Table 1 provides an indicative summary of who we met with versus who is recorded as living in the settlement through the census data. Additional to the hut owners and occupants we also spoke to one local water contractor and one potential purchaser.

We know of at least eight houses that are rented out but only spoke to 3 landlords and 1 renter. The census data suggests approximately 14 houses are rentals based on the number of people who do not own their house.

Table 1: Attendance at the Drop-in sessions compared to the 2023 Census Data

Indicator	Census data	Who we spoke to
Permanent residents	93 people usually resident.	45 people who resided at the huts permanently across 28 different huts. 80% of the people we spoke to live permanently at the huts.
Live alone	77% do not have a partner/spouse.	53% of the people we spoke to live alone.

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Median age	Median age is 59.3 which means 50% of the population is over 60. 12.8% of the population is under 20.	53% of the people we spoke to were over 60. 14% of those we spoke to were under 18.
Rentals	15% of residents don't own their home (approximately 14 huts).	We spoke to 3 landlords and 1 renter. We know of at least 8 huts that are currently rented out.
Housing tenure	Approximately 50% of the houses had changed hands since the 2019 finite decision.	47% of those we spoke to had owned their house for less than 5 years. 17% had an historic connection with the community and the hut had been passed down through the generations.
Families	12 families (includes couples with or without children) .	We spoke to 11 families including 5 with children living at the settlement.
Male	51.6% of the settlement are male.	41% of those we spoke to were male.

The table above highlights that we have spoken to a wide range of hut owners and those we spoke to broadly aligned with the census data of who lives at the settlement. By the final engagement session, we found that the range of views being expressed mostly repeated views we had heard in earlier sessions suggesting that we had heard a fairly comprehensive range of views.

A summary of some of the themes is provided in Section [2.3.1](#).

Drop-in sessions were held on:

- Tuesday 1 October 2024 – Upper Selwyn Huts Community Room
- Monday 7 October 2024 – Upper Selwyn Huts Community Room
- Tuesday 5 November 2024 – Upper Selwyn Huts Community Room
- Monday 11 November 2024 – Upper Selwyn Huts Community Room
- Saturday 30 November 2024 – Upper Selwyn Huts Community Room (including separate kids' session).

2.4.1 Summary of drop-in feedback

The drop-in sessions were held in confidence and the information provided below has been summarised to ensure individuals are not personally identifiable. Monique and Chris took detailed notes in these sessions. These are held confidentially to protect the individuals providing the feedback. Our notes were collated and aggregated to provide the summary of what we heard below. It needs to be qualified that as these are not quoted verbatim and that they summarise our best understanding of what we heard. While best endeavours were made to ensure the accuracy of what we heard there is the potential that views have been misinterpreted.

The views summarised below were shared by more than one member of the community.

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Theme 1 – Changing community

The community is diverse and includes people from a variety of backgrounds. 50% of the huts have changed hands since 2019 and this has changed the makeup of the community. There are currently concerns that different members of the community are pushing their own agenda onto the community.

Many are critical of the Council for allowing the huts to be occupied permanently and for allowing the huts to be rented out. It is recognised by members of the community that it is unlikely that these decisions can be reversed but they consider that these changes have caused some of the issues. There are mixed views as to whether the move to allow permanent occupation and renting have been for the better. Some are worried that the settlement is deteriorating; more fences, less community activities, more mess accumulating on sections. Some feel fences are being erected to hide the activities that are occurring behind the fences which others have built fences to put a barrier between themselves and their neighbours due to clashes with their neighbours. Some said neighbours have been bullied into leaving the settlement. Some fences have blocked off alleyways and a number of alleyways no longer get mowed. Others said the changes have enabled a supportive community to form. Despite this, others have not expressed a strong preference to stay in the same community if they do have to move.

Several were critical of the decision to allow people to own multiple properties as they feel that public land should not be able to be used to generate an income. There have been issues with antisocial behaviour linked to some of the tenants in the past and some suggested that those renting through an agency has worked better in general (noting some exceptions). There was also concern that renters are generally less involved in the community which jeopardises the perception of a tight-knit community.

Theme 2 – Low-income settlement

Many licence holders bought licenses in the settlement as an investment for their future. They do not want to retire with a mortgage or cannot afford to pay rent or a mortgage elsewhere. Despite being mortgage-free living at the Upper Selwyn Huts there are some who struggle to make ends meet day-to-day and have little or no savings to retire with. Some have made employment/retirement decisions based on the expectation that they can live out their days mortgage-free at the settlement. They enjoy being independent and have no desire to rent or live in social housing elsewhere. They like owning their own hut as they can save and living at the huts has meant they can avoid the poverty trap of renting. There is a very mixed understanding of what a Deed of Licence entails with several purchasing their licence based on an understanding that licences were in perpetuity.

If they can no longer reside at the huts some will be homeless. Others have family they can move in with but don't want to burden their children. They had intended to sell their hut to provide an inheritance to their children or gift their hut to their children. Some are worried about leaving their children in debt.

The settlement has a high proportion of single occupant dwellings. Of these some have moved after separating from their long-term partner or being widowed. Any settlement money was used to purchase at the Upper Selwyn Huts, and they have limited earning potential to re-establish themselves elsewhere. Several commented that there is a real shortage of low-cost housing or rentals in Selwyn and many preferred to live in Selwyn due to work commitments.

Theme 3 – Health and social issues

The community is made up of a high proportion of single occupiers. Those we spoke to said the community is very supportive, and that they look after each other. Some of these occupiers have physical or mental health issues which would mean they may struggle to live in other communities without this support. Some noted that the 'country feel' of the area has been healing for those recovering from health issues. The stress from the process has caused some additional health challenges, with some opting to move away to protect their health.

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It was acknowledged that some in the community have alcohol and/or drug dependencies or have social issues. However, the community expressed that these are the minority, and the community should not be judged based on them. There was concern that without the support of the community some residents may end up in prison.

It was also noted that some community members have limited reading or writing capacity and others will need support to make future decisions for themselves.

Theme 4 – Mixed understanding of what a Deed of Licence entails

Some chose not to get LIMs prior to purchasing their licenses and others were advised by their lawyers not to buy but chose to do so anyway. Most love living at the huts and do not regret their decision to buy. There is a split in opinion as to whether living on a reserve is a “privilege” or a “right.”

Many understood that a Deed of Licence was not land ownership and there was the chance a time would come that the licence would not be renewed. However, there was an expectation that given the licence had been renewed for over 100 years that this would continue to be the case. Others bought not aware that a Deed of Licence did not guarantee them permanent residence. There is a strong sense of ownership and belonging.

Some advocated for much clearer messaging and guidance from Council for those looking to purchase at the Upper Selwyn Huts. It needs to be clear that people are purchasing the hut only and the right to locate the hut on the site for the term of the licence.

Theme 5 – Deed of Licence Terms

Many raised concerns with the details of the Deed of Licence. Many asked for a 30 year term. This was often to enable them to sell, or to live out their days at the settlement. Some suggested that the previous Deed of Licence was fine it just needed better enforcement. The community believed that if these conditions were enforced the community would be a tidier place. For example, the number of cars parked on properties.

Many did not like the idea of having to pay to remove their hut from the site due to their emotional connection to the place. They were unwilling to see their home destroyed. Others thought this was only fair and that it shouldn't be on the rest of the District to fund this.

Some found the Code of Conduct belittling, but others have complained about the behaviour of other residents. Some felt that the reason the licences were finite was due to the conflict between some members of the community and the Council.

Theme 6 – Building inspections

There is concern that the building inspections are a way of terminating leases prematurely. The community expressed a strong mistrust in Council. Some are still questioning the legality of the building inspections and do not want this to occur at all.

Some do see the merit in inspections as they note the settlement has a lot of substandard housing. Some are open to receiving advice on what can be done to improve the safety or warmth of their house as they don't want non-compliance to be a reason for terminating the licence. Some are also concerned that they will not be able to afford to pay for the repairs if the house fails the inspection.

Those in support of the inspections feel electrical inspections should be included in the inspections due to the potential fire and health and safety risk. There has also been concern raised about the dampness of some houses due to groundwater or the diversion of water from other properties.

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Theme 7 – Triggers-based approach

A triggers-based approach to retreat is outlined in Section 4. This approach was new to most community members. There is some fear that Council would set harsh or unrealistic trigger points.

There are mixed views in the community about climate change. Some do not believe in climate change while others believe the IPCC⁴ are being too conservative in their modelling. Some have observed differences in the local climate including ponding and increase in waterlogged soils and increased dampness in houses.

Some have experienced self-initiated retreat from other areas due to a deterioration of conditions. Their view was when the conditions deteriorated to a certain point people would leave of their own accord. Those who had been part of the Christchurch red-zone retreat also commented that it was a painful process that they did not want to repeat.

Some did not want a proactive plan and felt that Council should just address individual issues as they arose.

Near the end of the process, it was suggested by some that climate change related triggers should be set and when reached compensation should not be offered as due warning had been provided. This differs from the view of the Committee who are advocating for triggers and full compensation when the triggers are reached.

Theme 8 – Districtwide rate

Some of the community expressed concern that they are being discriminated against by not being included on the districtwide rate. They feel they will be significantly better off on the districtwide rate. There are mixed feelings about paying for the wastewater pipe with some happy to pay and others feeling it should be something Council provides. Either way there was a belief that since the pipeline would have a life of 50 years the community should be able to stay for this time.

Theme 9 – Relationships

There are some divisions within the community and their enjoyment and/or health suffers at times due to these neighbourhood disputes. Some were unwilling to attend the public meetings due to the likely presence of other community members. Some fear engaging in the process at all due to the opinion of others in the community.

It is clear from the feedback that the Committee does not represent everyone within the settlement. Many expressed that the drop-ins had been a good opportunity to express their own individual views. Even some who were sympathetic to the Committee and supportive of the work of the Committee expressed different views to those being championed by the Committee. The Committee have spent a significant sum of money collected from the community on the process and there are concerns among the community about how this money is being spent including the visibility of this spending.

Some community members expressed a concern that misinformation was being spread within the community. This was creating paranoia and anxiety to build within the community.

Some members of the community have significant mistrust in the Council. They note the negative views of the previous mayor and feel that some Councillors have not shown an interest or taken the time to understand their situation. They quote various Councillors and or staff saying negative things about the community. These views have been exacerbated by an unclear reason for the need to retreat and the lack of transparency on the cost of the wastewater pipe. They were critical that the Mayor and CEO were not leading the discussions. Some are not supportive of the current Council making a decision about their future.

⁴ Intergovernmental Panel on Climate Change

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Theme 10 – The future

We asked some about what the future looked like for them if they were unable to stay at the Upper Selwyn Huts.

There is a mix in views as to what Council's responsibility is in this situation. Some had strong views that it was not up to Council (or the rest of the District) to organise and pay to relocate the community. Others thought they should be fully compensated for their loss and any relocation should be into a warm, dry home in a good location.

Many liked the Licence to Occupy model as it enabled them to enter the housing market at an affordable price and they can now save for their future. They viewed it as paying rent in advance and bought with this view in mind.

Many liked the idea of land banking as it gave them an asset for the future. Others thought it was better to allow the community to spread themselves amongst existing communities to allow them to integrate into existing communities and prevent any discrimination. Some were happy with social housing provided they had a guaranteed place to call home.

Some wanted the process wrapped up quickly with a clear plan so they could move on and start planning for their future. Others did not feel a plan was necessary and were keen to address issues as they arose.

Generally, the community want to live as well as they can for as long as they can at the Upper Selwyn Huts.

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3. Technical presentations

A triggers-based approach requires an understanding of the risk to the settlement. The Environment Canterbury River Engineers presented to the community on 27 November to explain how the Selwyn River and Te Waihora were managed. The presentation is available on the SDC website.

A report on the groundwater hazard (Aqualinc, 2024) was also prepared and presented to the community. This was presented to the community on 5 December and is also available on the SDC website.

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4. Triggers summary

A triggers-based approach to retreat started to be explored with the community. This work was not completed due to the change in direction however the information informing the initial discussion with the community is outlined below. This supports the slides presented to Licence Holders on 19 October 2024.

A triggers-based approach is current advocated for in the Ministry for the Environment's Coastal Hazards and Climate Change Guidance when adapting to climate change related hazards.

It is a useful approach as it considers the impact of the hazard and when the impact of this hazard will be actualised. It is commonly used where there is uncertainty relating to when impacts will be experienced. Using this approach, we are able to plan to adapt prior to the impact being experienced but do not need to assign a timeframe (or may prescribe an indicative range only). This contrasts with the more traditional approach of reacting to an impact. Acting proactively aims to prevent the loss of life or property that can result from waiting for the disaster.

A triggers-based approach relies on the development of Adaptation Thresholds, Triggers and Signals.

- **Adaptation Thresholds** describe the situation where the management approach is no longer delivering the desired outcome. The thresholds need to respond to community values, risk exposure and agreed levels of service.
- **Triggers** are the point at which we need to progress a change in the management approach. They allow sufficient lead in time to ensure the new option can be undertaken prior to the threshold being met.
- **Signals** provide early warning that a trigger is approaching. They indicate that we should start thinking about early engagement on the change.

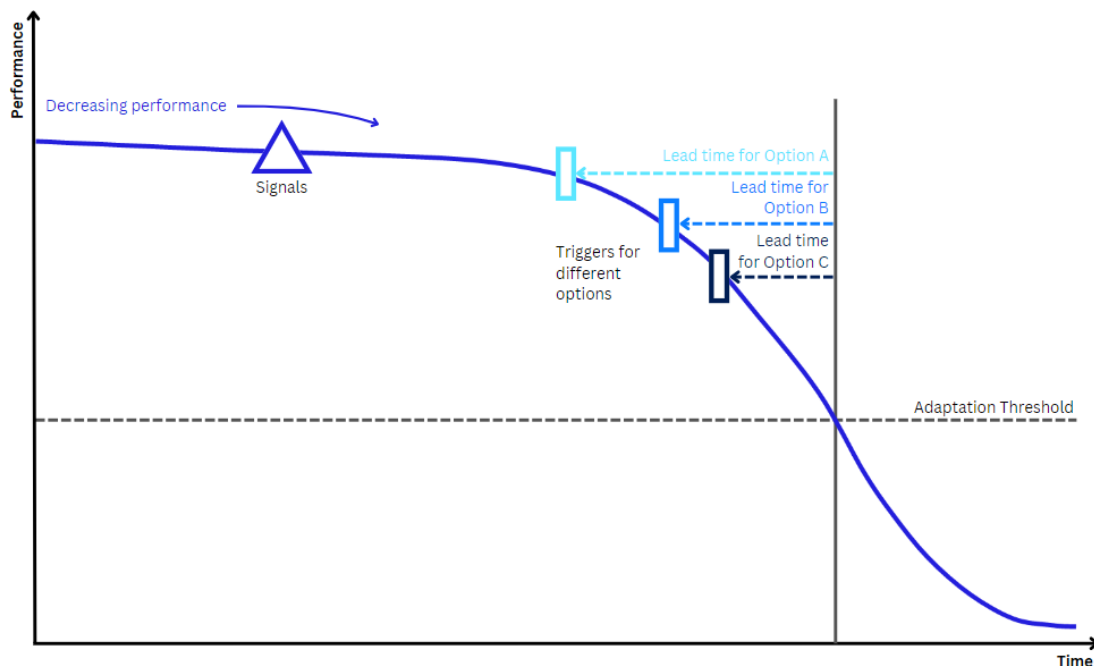


Figure 3: Figure 2: Graph showing signals and triggers in relation to the adaptation threshold (adapted from (Ministry for the Environment, 2024))

[Figure 3](#) illustrates how this works in practice.

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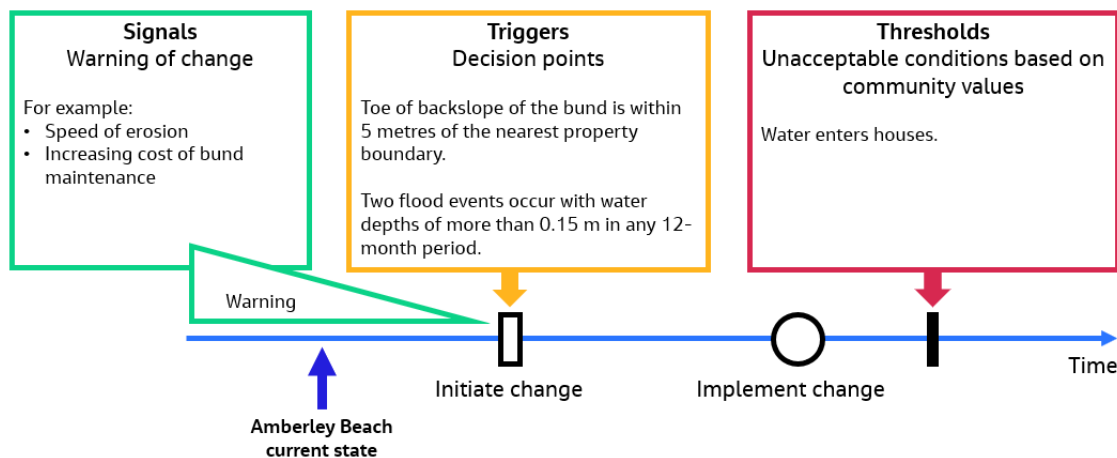


Figure 4: Hurunui example of threshold, triggers and potential signals

4.1 Developing adaptation thresholds for Upper Selwyn Huts

Adaptation thresholds are the point when the current hazard management approach is no longer tolerable. This point may differ for property owners, asset managers and recreational users. By determining this point, we can plan actions when more certainty on timeframes is available. A triggers-approach works best when there is a gradual increase of impacts over time as opposed to a single “tipping point”.

In proposing adaption thresholds we reviewed the literature from both New Zealand and global sources to understand what level of hazard exposure is tolerable to some populations elsewhere in New Zealand. Judgement was used to select seven key thresholds that may be suitable for the Upper Selwyn Huts community. These were used as the basis for community discussion and are included below. Additional work is required to develop these further if a triggers-based approach were to be adopted.

Based on initial discussions with some community members a trigger-based approach may be difficult to agree on as some have said it is ok if water flows through their homes, they can't access their home for a couple of days, or they can no longer obtain insurance. This is likely to make agreeing on thresholds challenging unless they are solely based on scientific recommendations, government direction and/or national or international best practice.

4.1.1 Threshold 1: Water is 0.3 m deep at an agreed location

Flooding of houses

Most of the houses at Upper Selwyn Huts are very low lying. We have not measured how high individual properties are above the ground but visual observations and discussions with residents suggest that some houses are built directly on the ground while others have very minimal clearance. Some of the more recent houses have been built at greater elevation and are at less risk.

The settlement appears flat, but the reserve does have a slight gradient which will affect where water ponds and how much clearance any particular house requires. LiDAR data⁵ is available for the settlement but has not been used to determine where the low points are at this stage. This could be used to help refine a trigger in future and agree on a location to measure flood depths.

⁵ 2023 survey data held by LINZ

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Flooding affecting roads

New Zealand does not have specific guidance on the depths of water suitable for passenger cars and people. However, the AR&R Flood Safety Guidelines (Australian Institute for Disaster Resilience, 2017) and the United Kingdom DEFRA/ Environment Agency Framework and Guidance for Assessing and Managing Flood Risk for New Development (DEFRA, 2005) show that static water becomes unsafe for pedestrians and small cars above 0.3 m. There is also a need to consider flow velocity, turbidity and debris. It is a complex equation that needs to be investigated more fully in determining the potential threshold.

Proposed thresholds

To implement the threshold and subsequent trigger an agreed publicly accessible point would need to be established. Some consideration would need to be given to how the water level at this site compares to the rest of the settlement. For example, if it is a high point then 0.2 m of water might be the right height whereas if the location is a low point in the settlement, we would expect deeper water to be measured in this location and the agreed level may be 0.4 m to accommodate this.

As per the figure below different water levels will have different impacts on people, vehicles, and homes. The light blue shows a water depth of 0.2 m. This does not flood the house on the left as the house is built 0.3 m off the ground. This depth of flooding would however enter into the house on the right which is built directly on the ground. Similarly, the size and physical capacity of residents impacts the ability to safely navigate flood waters. For reference, the purple shows how 1 m of flood water would impact the same houses and people.

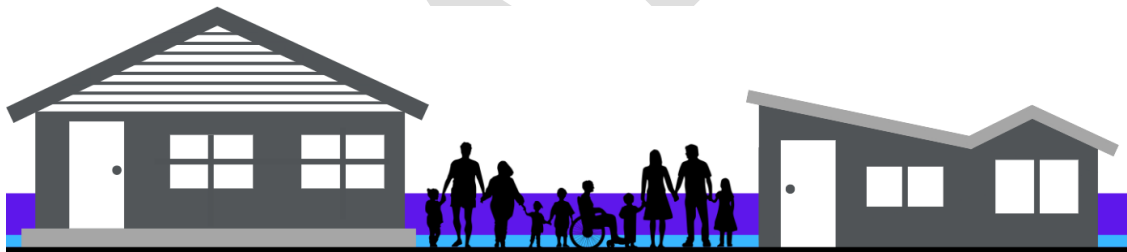


Figure 5: Impact of flood depth on people and houses showing a 0.2 m and 1.0 m depth

4.1.2 Threshold 2: Water ponds for more than 20 continuous days at an agreed location

Prolonged ponding can be evidence of high groundwater levels. Increased groundwater has a number of impacts on residential land use.

Homes

High groundwater levels can cause rising damp leading to increased moisture and mould in homes. It is anticipated that many homes within the Upper Selwyn Huts community have a poor ground moisture barrier given the date and method of construction. Moist and mouldy homes have negative health effects on residents and prolonged damp can threaten the structural integrity of buildings.

Utilities

Rising groundwater levels can compromise infrastructure such as pipes, roads, and power poles. Underground utilities, especially gravity driven stormwater and wastewater laterals and septic tank systems, are vulnerable to buoyant forces inhibiting functionality and to infiltration and inflow which can reduce the performance of these assets. In order to perform maintenance on underground services, dewatering may be required. High groundwater levels impact sealed and unsealed roads over time leading to deterioration of the road surface.

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The electrical lines servicing the Upper Selwyn Huts community are a mix of wooden and concrete power poles. Increased groundwater levels can reduce the service life of wooden power poles.

Drainage

Groundwater ponding above the ground surface indicates saturation, reduced permeability or high groundwater levels. This exacerbates the risk of flooding from other sources as the water is unable to drain away which may lead to deeper or longer lasting flood waters. Given the Upper Selwyn Huts are a lowlying community with limited fall to the sea this may limit opportunities to significantly improve drainage.

Health

Emergent groundwater can also pose health risks associated with persistent stagnant water. The stagnant water can provide a breeding ground for bacteria and mosquitos and can emit an odour. The stagnant water is also likely to cause certain vegetation to die off.

Proposed thresholds

The depth of stagnant water is less important than the length of time that water ponds for. If the water ponds for several days, dissipates and then returns this is also less harmful than if it ponds continuously.



Figure 6: Stagnant water ponding outside a house

4.1.3 Threshold 3: Vehicle access to the huts is cut off continuously for over 24 hours

There are no services within the Upper Selwyn Huts. Residents must travel to nearby towns for groceries, medical care, employment, and education services. Access to the settlement is also important to enable residents to evacuate if required.

Before the settlement is impacted by flooding the road is impacted. Changing levels of risk could increase the depth and duration of potential road closures. When the road is shut residents may be unable to leave the Upper Selwyn Huts to reach hospitals, family, or to return to collect belongings or animals. External assistance may also be unable to reach the settlement.

Proposed thresholds

Any threshold would need to consider the minimum standard of access. For example, access via 4WD may be sufficient in an emergency to enable critical supplies to be delivered or evacuations to be made. Alternatively, a self-sufficient community may be comfortable being cut off for several days. This may depend on the make-up and vulnerability of those within the community.

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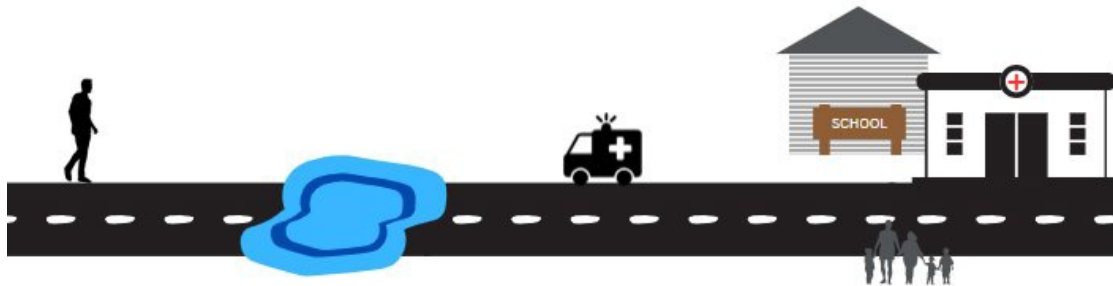


Figure 7: Settlement separated from services by deep water

4.1.4 Threshold 4: The first dwelling is unable to obtain flood insurance

Insurance is an important aspect of a sustainable community and is a vital aspect of resilience to natural hazards. There may come a time when insurance premiums and/or excesses rise. This may make insurance unaffordable for some people. There may come a time when insurance companies are unwilling to provide flood insurance at all no matter what the cost.

Proposed thresholds

There are a variety of reasons why an insurance company may be unwilling to provide insurance including due to the history of the individual homeowner, or the individual company's current exposure profile. This needs to be kept in mind when making thresholds based on insurance. The threshold could consider when properties that were once insurable no longer are or when insurance is withdrawn. It can be useful to limit this to flood insurance too.

4.1.5 Threshold 5: A major event requires over 30 huts to rebuild

Should a significant event require over 30 dwellings or a third of the settlement to rebuild this could mean a threshold has been exceeded. The significant event could include an earthquake, fire, or major flood. If it is likely that the settlement will not exist long term this is a practical time to restrict new building work to prevent poor investment decisions.

4.1.6 Threshold 6: A flood event causes serious injuries and/or fatalities

The settlement is at risk of a stopbank breach and overtopping. If the stopbank breached perpendicular to the settlement this would cause high velocity flood water to enter the settlement. If such an event were to occur some consideration would need to be given to whether this could be prevented from occurring again.

A trigger could include when the effectiveness of the stopbank is compromised or when the stopbank is no longer providing the desired level of protection.

4.1.7 Threshold 7: Te Waihora is no longer able to be opened to the sea

If the flood risk to the settlement changes then the thresholds may need to be changed as well. Changes in the flood risk could include a change to the level in which Te Waihora is opened to the sea.

Technical Memorandum

4.2 Community feedback on thresholds

Further discussion on thresholds would be required prior to agreeing on community thresholds. Some discussions were had with individuals or small groups on the thresholds however, the feedback below should not be assumed to be representative of the wider community. Key feedback points included:

1. Water flowing through houses was not a major concern as they were willing to clean up and build back. There was an indication that if this started to occur multiple times per year then they might be more concerned, but they could tolerate annual flooding. This is likely not to be tolerable to all if this eventuated. This opinion may vary across the settlement with some able to manage the disruption better than others.
2. Many of the community had insurance but others choose not to. If they lost insurance, they could not afford to move elsewhere so some were happy to forgo insurance.
3. There was not an obvious concern about access to the settlement. Mostly they were happy to use 4WDs to get out of the settlement if needed or would stay put.
4. Some did not want a plan and said they would deal things as they arose. There is a difference in opinion between those who have experienced reactive retreat before and those who have not.

4.3 Recommendations on a triggers-based approach

A triggers-based approach is not recommended at this stage as:

- The community's threshold for risk is very high based on early discussion and likely to differ substantially across the settlement. People have suggested that they are ok with water going through their homes and that being able to evacuate was not a key driver. The ability to obtain insurance was also not important to everyone. Triggers would therefore likely be reactive and occur after a significant event.
- A triggers-based approach works best when there is a gradual increase in the risk. This enables communities to avoid the community's thresholds being exceeded. In the case of Upper Selwyn Huts the triggers for retreat are likely to be in response to a shock event given the high tolerance for risk. Reactive triggers for retreat can still be agreed upon. In this case it might be agreed that if a house is destroyed by flood waters no building consent will be granted for a rebuild.
- There is a risk to the Upper Selwyn Huts from flooding, but this risk is no greater than a lot of other areas in the District. The increase in risk is slow over the next 50 years and therefore the thresholds of the community are likely to change in this time given the likely change in demographics over this time.
- Triggers are unlikely to meet the needs of both the community and the Council providing neither group the certainty they want.

Technical Memorandum

5. Exploring options for retreat

Part of the scope of the project was to consider what was needed to retreat the settlement.

Some options were explored at a high level including:

- A living lease
- Land banking
- Compensation
- Social housing
- Rentals
- Support package.

These options were considered based on the following assumptions:

- The Deed of Licence is finite (regardless of whether this involves triggers or a set date).
- The timeframe for retreat is 15-30 years (needed to determine the potential impact on residents)
- Solution does not have to be constrained by what has happened elsewhere.
- There is currently no funding available for any options.
- The solution needs to support equity – people should not be left homeless, but the approach also needs to be fair to those at the Upper Selwyn Huts and the rest of the District.
- The solution should not transfer the situation to those more vulnerable.
- Solution would need to be palatable to all ratepayers and the business case would need to add up.

These options were not explored in detail due to the pausing of the project. They would all require further development if they were to be adopted.

5.1 Option 1 – Living Lease

A living lease was suggested by some members in the community as they wished to live out their time at the settlement. A living lease could be offered to those over a certain age. This would mean that those who wished to live out their time at the settlement could, but the lease would die with them preventing transferring the issue to another owner.

This is unlikely to be a solution for younger members of the settlement or those wishing to protect their historic connection with the settlement. Conditions within the settlement are also likely to deteriorate over time as less is invested in the settlement (if there is a finite date for some), the flood risk gradually increases or the settlement empties out as some residents move on.

5.2 Option 2 – Land banking

Land is purchased by a central party and the residents pay off their section over time. This ensures people have somewhere to move to and help retain some equity.

This may not be palatable to the remainder of the District as residents at the Upper Selwyn Huts don't currently own land. Ratepayers may feel that it is unfair that this group of residents are being gifted land whereas others in the District are unable to afford land as they are paying large portions of their income in rent. Land is also expensive in the Selwyn District and the houses at the Upper Selwyn Huts are affordable and modest. The value of any new section is likely to be significantly greater than the money invested in the original house.

Technical Memorandum

In the Hurunui example the properties were freehold and the residents owned both the land and the house. Land is cheaper and they were to pay off their new land through their rates at minimal cost to the remainder of the District. The repayments in Selwyn would be significantly higher than those in Hurunui. We have heard from many that affordability is a key driver for living at the huts currently and that they are already struggling with current living costs. Some are unlikely to be able to afford the additional expense. Moreover, given the age of those within the settlement many may struggle to get a mortgage to build. There is an argument that those residents could sell their section to get compensation however there is an equity issue where the compensation they are likely to receive from selling a new section is likely to be greater than the money they invested in their hut.

5.3 Option 3 – Compensation

There is currently no government funding for retreat however if funding were to be made available full or partial compensation could be sought. The Expert Working Group on Managed Retreat recommend compensation for those where it is their primary residence and a balance between buyer beware and compensation. The Expert Working Group did not consider a Licence to Occupy. The Upper Selwyn Huts differ from other retreat examples in New Zealand as the Deed of Licence requires the removal of the hut if the licence is not renewed and does not include land ownership.

Compensation would provide some assistance to those needing to find alternative accommodation or help support retirement however as hut values are low many may still struggle to purchase else especially given how many are nearing retirement age.

5.4 Option 4 – Social Housing

Social housing includes the provision of low-cost housing where the rent is capped at or below market rate. There is usually the option for long-term rentals, and people are allowed to leave the area when it no longer suits. Access to social housing is usually based on income and some within the settlement earn too much to be eligible. Some in the settlement are also determined they are not willing to rent so this would not be an option for them.

5.5 Option 5 – Rent to buy

There are a few examples of rent to buy schemes in New Zealand. The schemes offer affordable rent for a guaranteed term. At the end of the term you have the option to purchase the house without having to compete with the open market. Some of the schemes also gift you a proportion of any increase in property value to put towards the deposit.

There are currently no such schemes in Selwyn however there are in Christchurch. They suit a particular demographic as you usually need to a minimum household income to be able to demonstrate that you can meet the repayments.

5.6 Option 6 – Support package

Instead of direct compensation a pool of money is established that is distributed on a case-by-case basis as required. The focus is on helping give people a leg up to support themselves. It could involve providing services such as financial advice, advice for purchasing, support accessing support services or financial assistance for those who need help getting started such as a contribution towards a rental bond.

This may be more palatable to the District as a whole as any money made available is directly supporting those who need it most.

Technical Memorandum

6. Outstanding issues

There are several issues that were fully or partially discussed through the process but were not resolved. These issues are briefly touched on below.

6.1 Building inspections

Building inspections were discussed in detail on 19 October 2024. Some of the key reasons why these were necessary were:

- **Addressing complaints** : The number of complainants that relate to the houses at the USH and there being no record of what currently exists and therefore it is difficult to determine what has been done illegally. A record would establish what was there on a fixed date and could be referred back to in future.
- **Fire risk**: The houses are built close together due to the small sections. Sheds, fences, vehicles and other property are located on or up to the boundary. This means that if one house at the Upper Selwyn Huts were to catch fire this could quickly spread to multiple houses due to the abundance of fuel and limited separation distances.

Some of the community do not trust Council to undertake these inspections as they fear any non-compliance with the Building Act 2004 would render them homeless. The reasons for the inspections do not seem to have been resolved with numerous neighbour disputes raised through the engagement period.

6.2 Management of the Upper Selwyn Huts

Several members of the community indicated that they weren't happy with how the huts were being managed. Increased management is likely to result in higher costs for Council. Council's resource allocation could be considered as part of the Deed of Licence renewal and the Licence Fee adjusted according.

6.3 Historic significance

The Upper Selwyn Huts Committee are currently finalising a report on the historic significance of the settlement. This is likely to be available to Council early in 2025.

6.4 District wide rates and cost of the wastewater pipeline

These issues were discussed as part of the process but generally sat outside the key topics of engagement.

Technical Memorandum

7. Key findings

Based on the engagement and technical information available the following observations are made which may support the next steps.

1. The available climate change and flooding information does not seem to support the need to retreat in the next 15-30 years (pending a significant event). Given this, the variety of opinions and the high degree of risk tolerance, a trigger-based approach is not likely to meet the needs of Council or the community at this time.
2. Issues around the potential fire risk have yet to be worked through in detail. This may form part of the work on the building inspections.
3. There is a very mixed understanding of what a Deed of Licence is and what rights it entails. SDC have a document entitled "Guide to buying a hut at Upper Selwyn Huts." There is an opportunity to strengthen the advice provided to hut owners. This should include:
 - a. The length of the licence.
 - b. The rights of renewal.
 - c. Indicate that at some time in the future the licence will not be renewed.
 - d. No compensation will be provided at this time.
 - e. The requirement to remove the hut at this time.

This document needs to be in plain English and be provided to all potential purchasers. It is possible that those moving into the Upper Selwyn Huts as permanent residents have limited funds available to them and are less likely to understand the limitations of a Deed of Licence (or be unwilling to pay for sufficient legal advice).

4. The inclusion of the Upper Selwyn Huts on the districtwide rate was consistently raised through the process. As part of the revised Deed of Licence, Council could fully consider whether to include the Upper Selwyn Huts on the districtwide rate. Alternatively, should the settlement not be included, provide clear guidance to the community on the cost of the pipeline to enable the community to budget for the increase in costs.
5. Revisit the licence fee to ensure it is sufficient to meet the needs of Council and the Level of Service expected by the community.

Technical Memorandum

8. References

- Aqualinc. (2024). *Upper Selwyn Huts Climate Impact Assessment Te Waihora levels and groundwater flooding*. Christchurch: Aqualinc.
- Australian Institute for Disaster Resilience. (2017). *Australian Disaster Resilience Handbook Collection Managing the Floodplain: A Guide to Best Practice in Flood Risk Management in Australia Handbook 7*. Melbourne: Australian Government.
- DEFRA. (2005). *Flood Risk Assessment Guidance for New Develop Phase 2 Framework and Guidance for Assessment and Managing Flood Risk for New Development Full Documentation and Tools R&D Technical Report FD2320/TR2*. London: DEFRA.
- Ministry for the Environment. (2024). *Coastal hazards and climate change guidance*. Wellington : Ministry for the Environment .
- Stats NZ. (2024). *Place and ethnic group summaries: Selwyn Huts* Retrieved December 18, 2024, from Stats NZ: <https://tools.summaries.stats.govt.nz/places/UR/selwyn-huts#new-zealand-index-of-socioeconomic-deprivation>

Upper Selwyn Huts

Workshop 5 March 2025



Image Source RNZ

WELCOME



Outline

1. Workshop Purpose
2. Guiding Principles and Assumptions
3. Format
4. Topic 1: Draft Deed of Licence
5. Topic 2: Wastewater Cost Approach
6. Topic 3: Building Inspections
7. Topic 4: Timeframes

Purpose:

To confirm content and direction for a statement of proposal for consultation with the Upper Selwyn Huts community to occur in March 2025

- **Draft Deed of Licence (DOL)**
- **Wastewater Pipeline Cost Approach**
- **Length of DOL term**
- **Inspection Programme**

Guiding Principles and Assumptions

The solution should support equity – people should not be left homeless, but the approach also needs to be fair to those in the District and not transfer the situation to those more vulnerable

- The Deed of Licence is finite (regardless of whether this involves triggers or a set date)
- The timeframe for retreat can be no more than 33 years (needed to determine the potential impact on residents)
- There is currently no funding available for any options



Format

Subject Matter Experts across the four areas of discussion

First section will go into the detail of background including:

- Draft deed of Licence
- Wastewater Pipeline Cost Approach
- Building Inspections

Second section will focus on timeframes and retreat options

Then we will break into groups and workshop the information to provide direction to the four areas

All of this is to inform the Statement of Proposal and consultation documentation



Topic 1: Draft Deed Of Licence

Intended Outcome: Confirm draft for consultation

Subject Matter expert

Dominika Mitchell- Senior Legal Counsel SDC

Draft deed of licence

- Draft deed of licence included in pack
- Recommended a new licence is executed in all of the four options contemplated in this workshop
- Feedback varied on draft deed when last circulated including:
 - Issues with code of conduct
 - SDC's roles and responsibility
 - Transfer of Licence conditions

Topic 2: Wastewater Cost Approach

Intended Outcome: Confirm cost recovery model for the USH section of the pipeline either through a District Wide Rate or relevant timeframe or percentage. (for consultation)

Subject Matter expert

Murray England - Head of Asset Management SDC

Wastewater Pipeline and District Wide Rate

Council resolved on **8 May 2019** that any wastewater solution will be **fully funded** by the **USH Community**.

On **15 November 2023**, it was decided in a PX meeting to increase the funding towards the pipeline, which increased the cost to \$4.046M for the USH portion.

At the **13 March 2024** Council meeting it was agreed that the USH portion of the Pines WWTP connection will be **30% funded by the USH Community**

During engagement in 2024 the community has expressed a desire to move to a district wide rate.



Current Licence Fees

Water supply	\$244
Sewer system	\$556
Sewer trucking costs	\$103
Chlorination of water	\$34
Carry forward balance	\$292
GST	\$160
Total costs	\$1,389

Licence costs at 30% of the cost of the pipeline

Licence Term	Cost implication at 6.5% interest rate which would be added to the existing sewage component of the licence fee (\$556 per year)
10 years	\$1,759.00
20 years	\$1,147.00
30 years	\$968.00

*** Estimated costs –Actuals to be confirmed**

District Wide Rate

- District Wide sewage targeted rate of \$702.00 with 19,847 connections (20,355 connections for 2025/26)
- If the extra \$4.046M was to be recovered by the sewage targeted rate it would cost each SUIP approximately \$10 extra per year spread over a 20 year period.

*** Estimated costs –Actuals to be confirmed**

Topic 3: Building Inspections

Intended Outcome: Confirm building inspection approach for draft Deed of Licence for consultation

Subject Matter expert

Vanessa Mitchell – Head of Building SDC

Nathan Evans – Building Services Delivery Manager SDC

Building Inspections Programme

- Draft Hut Condition Inspection checklist included in the pack.
- The Housing Improvement Regulations 1947 will be used as the baseline requirements.
- Building team will be completing the inspections due to their expertise.
- Reports will be provided to the building owner and recorded on the property file.

The Hut condition summary will detail any remedial works required to comply with relevant legislation.

Topic 4: Length of Licence Term

Intended Outcome: Confirm timeframe for renewal and endpoint, and inclusion of any triggers. (for consultation)

Subject Matter expert

Dominika Mitchell- Senior Legal Counsel SDC

Andrew Dark – Aqualinc

Andrew Henderson – Jacobs

Dan Meehan - Ecan

Option 1: Fixed year term less than 33 years

Pros	Cons
<ul style="list-style-type: none">• Those at the settlement who want to stay with their community can do so.• Allows hut owners to sell or live out their days in the settlement as raised in submissions feedback.• Certainty as to when retreat will occur.• Preferred option of the hut owners based on the feedback received	<ul style="list-style-type: none">• No opportunity to act if climate change effects are realised earlier than predicted.• Some members of the community want the process of retreat wrapped up quickly.• For the younger population at the Huts, it is a delay of the inevitable.



Option 2: Triggers with a fixed term

Pros	Cons
<ul style="list-style-type: none">• Certainty in that there is a defined end point but an agreed process if something changes before then, ie 'By xx date or when y happens, whichever is earlier'..• A chance hut owners will be able to stay for a known period.• Risks are not as significant as previously thought, so could give hut owners time to save for relocation at the end of the fixed term.	<ul style="list-style-type: none">• The consequences of triggers (ie sea level rise, increased flooding) are not of concern to the hut owners.• Although the fixed term is there, uncertainty over when retreat would occur is still present.• Some hut owners do not care for climate change impacts, so may be hesitant to retreat before the fixed term is up.



Option 3: Triggers with no end date

Pros	Cons
<ul style="list-style-type: none">• Allows hut owners indefinite occupation on the understanding that actions will only be taken in relation to triggers as and when they occur, which could result in hut owners staying beyond a 30-year fixed term.• Consistent with Government policy as triggered retreat is currently advocated by MfE's Coastal Hazards and Climate Change Guidance.• Less arbitrary than a defined date – decisions based on clearly identified risks which could provide a clear reason for retreat for those in the community who are skeptical.	<ul style="list-style-type: none">• Fears in community that council would set harsh or unrealistic trigger points (as per feedback)• Technical presentations show risks are not as significant as previously thought, potentially undermining triggers and their acceptance by the community• Reactive approach – date for retreat is not fixed, creating uncertainty for hut owners who do not know when they are retreating.• Triggers are unlikely to meet the needs of both the community and Council, providing neither group the certainty they need

Options 2 and 3: Triggers

- ☐ Flooding of houses
- ☐ Flooding affecting access
- ☐ Regular ponding of water
- ☐ Inability to obtain flood insurance
- ☐ A flood event causes serious injuries and/or fatalities
- ☐ Te Waihora is no longer able to be opened to the sea

Option 4: 5-year rollover

Pros	Cons
<ul style="list-style-type: none">• Maintains Status Quo - No change as to how the hut owners are staying at the settlement now.• Hut owners who want to stay can stay and those who want/want to go can do so at the end of a 5-year period.• Regular Opportunity for Council to enforce the Deed of License when they see fit, creating a tidier living environment for the community.• Regular opportunities to respond to changes in the environment or other risks	<ul style="list-style-type: none">• Insecure option for hut owners. Regular threat of license withdrawal creates ongoing uncertainty and may not provide sufficient time for some residents to save for a new place.• Re-evaluation of the situation every five years rather than determining the fate of USH now/soon gives rise to the potential for similar issues to arise each time.• Opportunity for new tenants to come in to be put in the same situation as current tenants.

Alternative options to Deed of Licence

Options	Details
Living lease	<ul style="list-style-type: none"> • Enable those who wish to live out their time at USH to do so. • Unlikely to be a suitable solution for younger members of the settlement.
Land banking	<ul style="list-style-type: none"> • Creates somewhere for residents to move to but cost implications mean residents may not be able to afford this option and it may not be palatable to wider ratepayers.
Compensation	<ul style="list-style-type: none"> • There is currently no government funding for retreat • Would provide some assistance to those needing to find alternative accommodation however as hut values are low many may still struggle to purchase elsewhere
Social housing	<ul style="list-style-type: none"> • Feedback from some residents is they are determined not to rent so this option wouldn't work for them • Social housing within Selwyn District requires a broader conversation including with appropriate Government agencies
Rent to buy	<ul style="list-style-type: none"> • These schemes offer affordable rent for a guaranteed term (with the option to purchase) • There are no schemes like this in Selwyn but suit a particular demographic (as minimum household income is needed to meet repayments)
Support package	<ul style="list-style-type: none"> • A pool of money is established that is distributed on a case-by-case basis as required • This may be more palatable to the District as a whole as any money made available is directly supporting those who need it most



Purpose:

To confirm content and direction for a statement of proposal for consultation with the Upper Selwyn Huts community to occur in March 2025

- **Draft Deed of Licence (DOL)**
- **Wastewater Pipeline Cost Approach**
- **Length of DOL term**
- **Inspection Programme**



GIS Team are currently assessing the best way for us to utilize GIS and Survey 123 to capture the data, report on progress and file to property files using an address point map.

Upper Selwyn Huts - Hut Condition Inspection

Property details

Valuation number		Legal Description	
Physical Address			
Ratepayer Names		Contact Number	

	Yes	No	N/A	Reasons for Decisions/Notes
Desktop Review Building				
Property file review completed prior to hut inspection to review property records held (if any) Note any relevant information on consents and related compliance information / outstanding CCCs, etc.				
Desktop Review Compliance				
Property file review completed prior to hut inspection to review property records held (if any) Note any relevant information on resource consents and related service requests, etc.				
Note any additional resources identified as being required to carry out site visit? (eg; Food and Health, etc)				
Communication– appointment / visit advised/agreed				
Date condition inspection carried out				
Lot Condition				
General (state of trees/vegetation)				
Vehicles present				
Hoarding / rubbish / etc present				
Hazardous substances present				
How to assess notional boundaries				
Photos of all elevations of hut and surroundings (allow for 6 photos max.)				
Building Condition – External				
Stormwater being collected and discharged appropriately				
adequate space and vents to timber floors to ensure proper ventilation and protect from damp and decay.				
Floor level in relation to ground level				
Foulwater drainage – all sanitary appliances connected to the sewage system, gully traps have grills, appear to be in working order, no signs of overflows, etc.				
External weathertightness – roof and walls – sound, durable, weatherproof, and maintained.				

Condition of ancillary structures (eg; tank stands, sheds, etc)				
Access decks / steps				
RMA / Bylaws / Health / Animal Compliance				
Hoarding				
Vehicles and parking / storage (incl. boats, trailers, etc)				
Storage of hazardous substances				
Animals present				
Business or commercial activity/use observed				
Signage / advertising				
Other				
Hut Condition Summary				
Further Actions Required				
Do any of the identified building non-compliances need rectification? (if yes, follow the NTF SOP)				
Do any of the identified non-compliances/issues trigger Councils dangerous, affected, or insanitary buildings policy (if yes, follow the DAI SOP)				
Do any of the identified RMA/bylaws/health/animal non-compliances need rectification? (if yes, create service request and follow legislative requirements)				

Notes:

For the purposes of conducting condition inspections the [Housing Improvement Regulations 1947](#) will be used as the baseline requirement given the age of the majority of buildings predate the NZ Building Code (1992). Where recent building consents have been granted the condition of the building will be assessed against the relevant consent.

The condition survey is not intended to assess the hut for the purposes of rental accommodation.

Dated

2025

DEED OF LICENCE
Upper Selwyn Huts

SELWYN DISTRICT COUNCIL
(Licensor)

THE PERSON(S) NAMED IN SCHEDULE 1 OF
THIS LICENCE
(Licensee)

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DATED

2025

PARTIES

1. **SELWYN DISTRICT COUNCIL (Licensor)**
2. **THE PERSON(S) NAMED IN SCHEDULE 1 (Licensee)**

BACKGROUND

- A. The Licensor administers the Reserve.
- B. The Licensee is holding over by agreement with the Licensor under an expired deed of licence to occupy.
- C. The Licensee seeks a new licence to occupy for the Lot on the Reserve.
- D. The resource consent for the wastewater system that currently serves the Upper Selwyn Huts community expired in 2020, an extension of the consent was applied for until June 2024. The extension of the consent has not been granted to date and the wastewater system is operating on a continuance of the previously granted consent. It is not feasible to renew this resource consent.
- E. On 8 May 2019 the Licensor resolved that any wastewater solution for the Upper Selwyn Huts community is to be funded by the Licensees of the Upper Selwyn Huts community.
- F. On 15 November 2023 the Licensor approved funding for the Ellesmere to Pines Wastewater Treatment Plant Pipeline and the Upper Selwyn Huts branch line.
- G. On 13 March 2024 the Licensor resolved that any new licences to occupy Lots on the Reserve would be granted on the basis that the Upper Selwyn Huts community would contribute:
 - 30% of the cost of the development and construction of the wastewater pipeline; and
 - 30% of the interest costs incurred by the Licensor during the term of the Licence in relation to financial accommodation arranged by the Licensor to develop and construct the wastewater pipeline,

(together referred to as that **Wastewater Connection Contribution Payment**) over the term of such Licences.
- H. Climate change means that the Upper Selwyn Huts are, and will be, at an increased risk of flooding.
- I. The internal wastewater reticulation system at the Upper Selwyn Huts is nearing the end of its life and may need to be replaced in 15 years.
- J. The Licensor considers that climate change factors and risks, the connection to the Upper Selwyn Huts community to the Pines Wastewater Treatment Plant and the reticulated wastewater systems at Upper Selwyn Huts mean that the Upper Selwyn Huts community may remain viable for a further term. On this basis, it is prepared to grant a further licence to the Licensee provided:
 - the Licensee accepts the terms and conditions of this Licence;

- the Licensee acknowledges and agrees that no further licence will be granted beyond 30 June
- all regulatory requirements in relation to this Licence and the occupation of a Lot on the Reserve, including but not limited to the Resource Management Act 1991, Building Act 2004 and any successor legislation is complied with by the Licensee and, to the extent such regulatory requirements impose an obligation on the Licensor, can be economically and feasibly complied with; and
- the Licensee bears its share of the costs for the connection of the Upper Selwyn Huts community to the Pines Wastewater Treatment Plant through a Wastewater Connection Contribution Payment as set out in Schedule 1.

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions:** In this Licence, unless the context otherwise requires:

- (a) **Bond** means the bond to be paid, indexed, held and disbursed in accordance with clause [5](#);
- (b) **Commencement Date** means the date specified in Schedule 1;
- (c) **Default Interest Rate** means the interest rate specified in Schedule 1;
- (d) **Final Expiry Date** means the date specified in Schedule 1;
- (e) **GST** means goods and services tax under the Goods and Services Tax Act 1985;
- (f) **HSW Act** means the Health and Safety at Work Act 2015;
- (g) **Law** includes all statutes, bylaws, regulations, orders, district and regional plans, other subordinate legislation of any type, and all common law, in force in New Zealand;
- (h) **Licence** means this deed of licence;
- (i) **Licence Fee Instalments** means the instalments specified in Schedule 1;
- (j) **Licence Fee** means the amount specified in Schedule 1 and includes any variation in that amount following a Licence Fee Review;
- (k) **Licence Fee Payment Dates** means the dates specified in Schedule 1;
- (l) **Licence Fee Review** means a review of the Licence Fee determined in accordance with clause [6](#) of this Licence;
- (m) **Licence Fee Review Date** means the date specified in Schedule 1;
- (n) **Lot** means the lot on the Reserve described in Schedule 1;
- (o) **Other Charges** means the charges listed in clause [3.3](#);
- (p) **Reserve** means Sections 1 and 2 Survey Office Plan 457605 being approximately 3.4 hectares in area together with any adjoining land owned or administered by the Licensor for the same purposes as the Reserve or for recreational purposes;

- (q) **Renewal Dates** means the dates specified in Schedule 1;
- (r) **Renewal Term** means the terms specified in Schedule 1;
- (s) **Term** means the period of time specified in Schedule 1 and includes, where relevant, any period of renewal of the Term;
- (t) **Wastewater Connection Contribution Payment** has the meaning given in recital G the amount specified in Schedule 1; and
- (u) **Working Day** means a *working day* as defined by the Local Government Act 2002.

1.2 Interpretation: In this Licence, unless the context otherwise requires:

- (a) all figures are exclusive of GST unless otherwise stated;
- (b) a reference to a party is a reference to a party to this Licence and includes that party's successors;
- (c) schedules and annexures form part of this Licence and have effect accordingly;
- (d) a provision of this Licence to be performed by two or more persons binds those persons jointly and severally;
- (e) words in a singular number include the plural and vice versa;
- (f) words importing a gender include all other genders;
- (g) any reference to any Law includes any Law which amends or replaces it, as well as any subordinate Law made under it;
- (h) where the Licensor's consent or approval is expressly required under a provision of this Licence, the Licensee must seek the consent or approval of the Licensor for each separate occasion it is required notwithstanding that the Licensor has granted consent or approval for a like purpose on a prior occasion;
- (i) the word *including* and other similar words in this Licence do not imply any limitation; and
- (j) words used in the Background to this Licence have the same meaning given to them in clause [1.1](#).

2. GRANT OF LICENCE

- 2.1 **Grant:** Under section 61 of the Reserves Act 1977, the Licensor grants, and the Licensee accepts, a licence to occupy the Lot subject to the terms and conditions contained in this Licence.
- 2.2 **Term:** The Licence commences on the Commencement Date and continues for the Term unless terminated early in accordance with the terms of this Licence.

3. PAYMENTS

- 3.1 **Licence Fee:** The Licensee must pay the Licence Fee to the Licensor in advance in the Licence Fee Instalments on the Licence Fee Payment Dates during the Term (and any Renewed Term) of this Licence.

3.2 Wastewater Connection Contribution Payment: In addition to the Licence Fee and any other charges or payments required to be made under this Licence, the Licensee must pay the Licensee's Wastewater Connection Contribution Payment quarterly on each Licence Fee Payment Date during the Term (and any Renewed Term) of this Licence.

3.3 Other Charges: In addition to the Licence Fee, the Wastewater Connection Contribution Payment and any other charges or payments required to be made under this Licence the Licensee must pay:

- (a) all rates, levies, taxes, duties, assessments, charges and other outgoings which may be charged, levied or reasonably assessed or which may become payable by virtue of the Licensee's occupation of the Lot; and
- (b) all costs in relation to the supply/disposal of water, sewage, drainage and rubbish which are reasonably attributable to the Licensee's occupation of the Lot and are not otherwise included in any charges or assessments made by any authority or by the Licensor,

on or before the 20th day of the month following the date of the relevant invoice for the same.

3.4 Default: If the Licensee is in default in payment of the Licence Fee, Wastewater Connection Contribution Payment, Other Charges or any other moneys payable under this Licence for a period of 10 Working Days or more after the due date for that payment then the Licensee shall pay on demand:

- (a) interest at the Default Interest Rate on the moneys unpaid from the due date for payment until the date of payment; and
- (b) any administrative, legal or other costs, charges or expenses incurred by or for which the Licensor becomes liable as a result of the Licensee's breach of the Licence terms.

3.5 No set off: The Licence Fee, Wastewater Connection Contribution Payment, Other Charges or any other moneys payable under this Licence shall be paid by way of direct debit or by any other manner directed by the Licensor and without any deductions or set-off.

3.6 Utilities: The Licensee must pay all charges for electric power, water supply, telephone rental and other utilities supplied to the Lot. The Licensor will not be liable for any cost incurred in re-establishing the supply of any of these utilities if any of them become unavailable for any reason.

4. RIGHTS OF RENEWAL

4.1 Preconditions: On the expiry of the Term, and provided that:

- (a) the Licensee has observed the terms and conditions contained in this Licence;
- (b) the Licensor considers in its sole discretion that:
 - (i) the climate change effects to the Reserve and surrounding environment around Lake Ellesmere / Te Waihora are not such that that the grant of a further term of the Licence would have a detrimental effect to Council's wider climate change considerations; and
 - (ii) there is no undue risk to the health and safety of the Licensee or the public from the Licensee's ongoing occupation of the Lot;

- (c) the Licensee has given to the Licensor written notice of the Licensee's desire to continue to occupy the Lot beyond the Term at least three (3) months before the end of the Term; and
 - (d) the Licensor considers in its sole discretion that it is both feasible and desirable in all the circumstances as they exist at the time for occupation of the Reserve and the Lot to continue,
- the Licensor may elect to renew this Licence on the Renewal Dates for the Renewal Term beginning on the day following the Termination Date of the then term and, in such a case, the parties will enter into a deed of renewal recording the terms of the renewal prior to the Renewal Date.

4.2 **Extent of Renewals:** In no case may the Licensee obtain a renewal of this Licence for a period expiring later than the Final Expiry Date.

4.3 **Review of Licence Fee on Renewal:** If this Licence is renewed under this clause 4, then:

- (a) the Licence Fee payable during the Renewal Term will be determined in accordance with clause 6 as if the commencement date of the relevant Renewal Term were a Licence Fee Review Date; and
- (b) the Licence Fee payable during the Renewal Term will be subject to review annually on the Licence Fee Review Date(s); and
- (c) the Licence Fee will never be less than the Licence Fee payable immediately before the start of the relevant Renewal Term.

5. BOND

5.1 **Payment of Bond:** In addition to the Licence Fee, the Wastewater Connection Contribution Payment and Other Charges payable under this Licence, the Licensee must pay a sum on account of the Bond to be held by the Licensor at the amounts and intervals specified in Schedule 1.

5.2 **Indexing:** The Licensor may on any Licence Fee Review Date increase the Bond payable by the percentage increase in the consumer price index (or any equivalent such index) since the later of:

- (a) the Commencement Date; and
- (b) the most recent Licence Fee Review Date on which the Bond was increased (if any).

5.3 **Administration of Bond:** The Licensor may deduct any amount payable by the Licensee under clause 16 from the Bond and apply such sum towards the cost of completing such works and operations (and the Licensee shall, for the avoidance of doubt, remain liable to the Licensor for the cost of completing such works and operations if, and to the extent that, the Bond held by the Licensor is insufficient for these purposes) and:

- (a) any balance of the Bond held by the Licensor following deduction by the Licensor under this clause 5.3 shall be refunded to the Licensee within 20 Working Days of the completion of the works required under clause 16; and
- (b) this clause 5 shall not in any way limit, or prejudice the enforcement by the Licensor of, any obligation of the Licensee under this Licence.

- 5.4 **Statement:** The Licensor within 20 Working Days of receipt of a written request by the Licensee, but no more than annually, will provide the Licensee with a statement showing the Bond held and any deductions made by the Licensor.

6. LICENCE FEE REVIEW

- 6.1 **Initiation of review:** The Licensor may review the Licence Fee on the Licence Fee Review Dates in the following manner:

- (a) the Licensor will commence the review not earlier than 3 months before a Licence Fee Review Date and no later than 9 months following the Licence Fee Review Date by giving written notice to the Licensee;
- (b) subject to clause 6.1(e), the notice must specify the Licence Fee which the Licensor considers to be the market value for the licence of the Lot as at the Licence Fee Review Date;
- (c) if, within 20 Working Days of receipt of the Licensor's notice, the Licensee gives written notice to the Licensor that the Licensee disputes the proposed new Licence Fee the new Licence Fee is to be determined in accordance with clause 6.3;
- (d) if the Licensee does not give notice to the Licensor under clause 6.1(c) the Licensee will be deemed to have accepted the Licence Fee specified in the Licensor's notice; and
- (e) notwithstanding clause 6.1(b), the new Licence Fee so determined or accepted must not be less than the Licence Fee payable during the year preceding the particular Licence Fee Review Date and will be the Licence Fee payable by the Licensee from the Licence Fee Review Date.

- 6.2 **Interim Licence Fee:** Until determination of the new Licence Fee, the Licence Fee payable by the Licensee from the Licence Fee Review Date is to be the Licence Fee specified in the Licensor's notice. On determination of the new Licence Fee an adjustment is to be made and paid, either by the Licensor or by the Licensee, whichever is applicable.

- 6.3 **Determination of Licence Fee:** Immediately the Licensee gives notice to the Licensor under clause 6.1(c), the parties will endeavour to agree on a new Licence Fee. If the parties are unable to reach agreement within 20 Working Days the new Licence Fee is to be determined as follows by registered valuers acting as experts and not as arbitrators as follows:

- (a) each party will appoint a valuer and give written notice of the appointment to the other party within 10 Working Days of the parties agreeing to determine the new Licence Fee by this means;
- (b) if the party receiving a notice does not appoint a valuer within the 10 Working Days period the valuer appointed by the other party is to determine the new Licence Fee and that valuer's determination will be binding on both parties;
- (c) before commencing their determination the respective valuers must appoint an umpire who need not be a registered valuer;

- (d) the valuers are to determine the new Licence Fee which they consider to be the market value for the licence of the Lot as at the Licence Fee Review Date but in no case is the new Licence Fee to be less than the Licence Fee payable during the year preceding the particular Licence Fee Review Date;
- (e) if the valuers fail to agree, the Licence Fee is to be determined by the umpire and that determination will be binding on both parties;
- (f) each party is to be given the opportunity to make written or verbal representations or submissions to the valuers or the umpire subject to such reasonable time and other limits as the valuers or the umpire may prescribe;
- (g) the valuers or the umpire must have regard to any such representations but will not be bound by them; and
- (h) the valuers or umpire must give written notice to the parties once they have determined the new Licence Fee and such notice is to provide how the costs of the determination are to be borne and is to be binding on the parties.

7. BUILDING WORKS

7.1 **Structures:** The Licensee must:

- (a) not carry out any alterations, additions, or erect a fence or other structure on the Lot without the prior written consent of the Licensor; and
- (b) upon request by the Licensor, submit written building plans and other details to the Licensor for approval before commencing any works.

7.2 **Conditions of approval:** In giving approval under clause [7.1](#), the Licensor may, in the Licensor's sole and absolute discretion, impose any reasonable terms and conditions as the Licensor considers appropriate.

7.3 **Costs of approval:** The Licensee must pay all costs (including any cost reasonably incurred by the Licensor) associated with applications for consent and approval to carry out works under this clause.

7.4 **Statutory requirements:** When undertaking any building works on the Lot, the Licensee must comply with all statutory requirements including obtaining building consents and code compliance certificates as required under the Building Act 2004.

7.5 **Removal of improvements:** If the Licensee removes any improvements from the Lot the Licensee will, unless the Licensor approves otherwise in writing, repair and make good at the Licensee's own expense all damage which may have been done by the removal and will leave the Lot in a clean and tidy condition. For the avoidance of doubt, this obligation includes (but is not limited to) the obligation to:

- (a) remove any foundations on the Lot; and
- (b) cap any in ground services appropriately.

7.6 **Licensor may reinstate:** Should the Licensee fail to comply with its obligations under clause [7.5](#), the Licensor may undertake whatever works and operations are necessary to effect the same and

all costs and expenses incurred in doing so shall be payable by the Licensee to the Licensor upon demand.

8. EXISTING HUT AND STRUCTURES

- 8.1 **Maintenance:** The Licensee shall maintain the existing hut and any improvements on the Lot together with any fences, gates or other structures now existing or which may be erected on the Lot in good order and repair, in a neat, tidy, and sanitary condition and compliant in all respects with the Building Code and any By-Law, Policy or otherwise of the Licensor, to the reasonable satisfaction of the Licensor.
- 8.2 **Inspection:** Subject to the Licensor providing to the Licensee reasonable notice, the Licensor and the Licensor's employees and agents may, at all reasonable times, enter the Lot to view its condition and the condition of the hut and any improvements on the Lot.

9. LICENSOR INSPECTION PROGRAMME

- 9.1 **Scheduled inspection:** The Licensee acknowledges and agrees that within twelve (12) months of the Commencement Date of this Licence the Licensor on not less than ten (10) Working Days' notice may:

- (a) complete an inspection of the Lot, the existing hut and any other structures on the Lot to determine compliance with relevant legislation (including but not limited to the Building Act 2004, the Resource Management Act 1991, the Reserves Act 1977 and the Health and Safety at Work Act 2015); and
- (b) enter the Lot for the purposes of completing this inspection and any follow up inspections which may be required.

- 9.2 **Report:** Following completion of the inspection, the Licensor may provide a written report to the Licensee of any remedial works required to the existing hut and other structures on the Lot to ensure compliance with all relevant legislation.

- 9.3 **Remedial works:** The Licensee agrees, at its cost, to complete all remedial works required within the timeframe advised by the Licensor and Licensee as part of the inspection programme. If the Licensee does not complete the remedial works required within the advised timeframe, the Licensor may at its sole discretion terminate this Licence by giving no less than sixty (60) Working Days' notice to the Licensee.

10. LICENSEE'S FURTHER OBLIGATIONS

- 10.1 **Pest control:** The Licensee must at the Licensee's expense take all steps necessary to control any pest, insect or rodent infestation occurring in or emanating from the Lot, and if required by the Licensor, engage a pest exterminator approved by the Licensor.
- 10.2 **Use of Lot:** No business may be operated from the Lot without the Licensor's prior written consent which may be:
- (a) withheld; or
 - (b) granted subject to conditions,

at the Licensor's sole discretion .

10.3 Dogs: The keeping of dogs on the Lot is strictly prohibited, in accordance with the Selwyn District Dog Control Bylaw 2012.

10.4 Invitees: The Licensee must ensure that neither it nor its invitees do not carry out any acts prohibited under this Licence.

10.5 Protection of the environment: Except as approved in writing by the Licensor, the Licensee will not, whether by act or omission:

- (a) interfere with, remove, damage, or endanger the natural features, animals, plants, or historic resources on the Reserve;
 - (b) deposit on the Reserve debris, rubbish or other dangerous or unsightly matter, or contaminate the Reserve or any water body in or under the Reserve;
 - (c) pile or store materials in any place on the Reserve where it may obstruct the public or create a nuisance; or
 - (d) conduct any noxious, noisome, dangerous, illegal or offensive activity on the Reserve,
- and generally the Licensee shall utilise its rights under this Licence in a clean, quiet and orderly manner free from damage, nuisance, disturbance or annoyance to any persons.

10.6 Disposal of waste: The Licensee shall dispose of all refuse and recycling material in the receptacles provided or otherwise in accordance with the directions of the Licensor.

10.7 Protection from fire: The Licensee must:

- (a) install and maintain an operational fire / smoke alarm in any hut or other structure on their Lot;
- (b) use best endeavours to ensure no fire hazards arise from its occupation or use or from any act or neglect of its invitees;
- (c) not light, or permit to be lit. any fire on the Reserve without the written permission of Fire and Emergency New Zealand; and
- (d) subject to clause [10.8](#), not store or permit to be stored fuels or other combustible materials on the Reserve unless such storage is:
 - (i) approved in writing by the Licensor.
 - (ii) in accordance with the provisions of all Laws including the Hazardous Substances and New Organisms Act 1996.

10.8 Storage of firewood: Notwithstanding clause [10.7\(d\)](#), the Licensee may store firewood on the Lot provided that:

- (a) the firewood is stored in a manner to mitigate any fire risk to the Lot and Reserve; and
- (b) if the Licensor determines, in its sole discretion, that the storage of such firewood creates an unacceptable fire risk, it may require the Licensee to immediately remove such firewood.

10.9 Water, sewer and sanitary: The Licensee shall:

- (a) keep any lateral pipelines which service the Lot in a state of good order and repair, free of any infiltration and obstructions; and
- (b) ensure that storm water is not discharged from the Lot into the wastewater system.

10.10 Costs of sewer repair: The costs of resolving any problems relating to a lateral pipeline shall be:

- (a) shared equally between licence holders where the issue relates to a shared section of lateral pipeline from the common junction to the main pipeline; and
- (b) individually the responsibility of the licence holder where the issue relates to a licence holder's section of lateral pipeline above the common junction.

10.11 Ownership of water and sewage systems: For the avoidance of doubt, all reticulated water and sewage systems servicing the Reserve and the Lot are, and shall remain, the sole and unencumbered property of the Licensor, irrespective of the grant of, or the payment of any amount required under, this Licence.

10.12 Trees and shrubs: Any trees, shrubs or hedge plants on the Lot which have the potential to shade adjoining lots shall not be allowed to grow beyond a height of 2.2 metres. The planting of willow, poplar and cabbage trees is strictly prohibited. Any new plantings must be low flammability species only as determined by Fire and Emergency New Zealand from time to time. A list of approved low flammability species can be obtained from Fire and Emergency New Zealand's website ([Flammability of Plant Species | Fire and Emergency New Zealand](#)).

10.13 Advertising: The Licensee must not erect or display any signs or advertising on the Lot or Reserve.

10.14 Legal compliance: The Licensee shall:

- (a) abide by all relevant statutory and common law obligations of the Licensor;
- (b) not itself do, nor shall it permit or suffer to be done, any act that comprises a breach of such statutory and common law obligations;
- (c) comply with all relevant legislation and regulations directly or indirectly relating to or touching upon its use or occupation of the Lot and Reserve including, without derogating from the generality of the foregoing, the provisions of:
 - (i) the relevant District Plan;
 - (ii) the Building Act 2004;
 - (iii) Health Act 1956; and
 - (iv) Litter Act 1979,including any consequent amendments and enactments passed in substitution for such legislation, regulations or plans;
- (d) hold and maintain all approvals, authorities and consents required to occupy and use the Lot including, where required, any discharge consents; and

- (e) comply with all requirements of the Licensor, any competent authority and with all Laws applicable to the occupation and use of the Lot, including all bylaws and fire safety requirements.

10.15 Health and Safety: The Licensee will do all things necessary as the occupier of the Lot to comply with the HSW Act, including but not limited to:

- (a) take all steps reasonably practicable to ensure that any person in or on the Lot or the Reserve is not harmed by any hazard arising in or on the Lot;
- (b) take all reasonable steps to protect the health and safety of all persons present on the Lot and the Reserve;
- (c) take all reasonable steps to identify, mark and eliminate any dangers to the public; and
- (d) notify the Licensor of anything on the Reserve or the surrounding area which may endanger the public or the environment.

10.16 Vehicles, boats and trailers: The Licensee may not:

- (a) park, or allow to be parked, more than two motor vehicles on the Lot at any time; or
- (b) sublease or hire motor vehicles, caravans and buses on the Lot.

11. TEMPORARY SUSPENSION

11.1 Suspension: Without prejudice to any other rights or remedies under this Licence, the Licensor may temporarily suspend this Licence if, in the reasonable opinion of the Licensor:

- (a) there is a risk to public safety or the safety of the Licensee or any other licence holders whether arising from natural events such as earthquake or flood or whether arising in any other way including the activities of the Licensee or its invitees;
- (b) there is a serious breach of clauses [7](#), [8](#), [9](#) or [10](#) such that the hut on the Lot and/or the Lot should not be occupied; or
- (c) the activities of the Licensee or its invitees in breach of clause [10.5\(d\)](#) unreasonably interfere with the quiet enjoyment of other licence holders on the Reserve.

11.2 Investigation: The Licensor may suspend this Licence while the Licensor investigates:

- (a) any of the circumstances contemplated in clause [11.1](#); and
- (b) any potential breach of this Licence by the Licensee or its invitees.

11.3 Effect of suspension: During any period of temporary suspension under clause [11.1](#):

- (a) the Licensee shall vacate the Lot and not re-enter the Lot unless and until directed to do so by the Licensor;
- (b) except where the temporary suspension is due to acts or omissions of the Licensee or its invitees, the Licence Fee payable by the Licensee is to abate in fair proportion to the loss of use by the Licensee; and

- (c) the Wastewater Connection Contribution Payment and Other Charges shall in all cases continue to be payable unless and to the extent the Licensor decides otherwise in its reasonable discretion.

11.4 **Exclusion of liability:** The Licensor is not to be liable to the Licensee for any loss sustained by the Licensee by reason of the suspension of the Licence under this clause [11](#).

12. CONSENT TO OCCUPATION OR TRANSFER

12.1 **Initial consent requirements:** From the Commencement Date until , the Licensee may not to transfer, sublicense, rent or hire out, assign, mortgage or otherwise dispose of the Licensee's interest under this Licence or any part of it without the prior written consent of the Licensor which consent shall only be available where the Licensor is satisfied in its sole discretion that:

- (a) the Licensee and the hut and any other improvements on the Lot comply in all respects with the terms of this Licence;
- (b) the number of persons occupying the Lot will remain appropriate;
- (c) the transferee or assignee (together with their family members and associates) will not, following the transfer or assignment, occupy or have the right to occupy more than one lot on the Reserve; and
- (d) the transferee or assignee provides evidence to the reasonable satisfaction of the Licensor that:
 - (i) they can comply with all obligations of the Licensee under this Licence; and
 - (ii) they are not an Overseas Person within the meaning of the Overseas Investment Act 2005; and
- (e) the transferee or assignee has entered into a document required by the Licensor under which it agrees to be bound by all obligations of the Licensee under this Licence.

12.2 **Restricted period consent requirements:** From 1 July to 30 June , the Licensee is not to transfer, sublicense, rent or hire out, assign, mortgage or otherwise dispose of the Licensee's interest under this Licence or any part of it without the prior written consent of the Licensor, which consent shall only be available where the Licensor is satisfied in its sole discretion that:

- (a) all the criteria in clauses [12.1\(a\)](#) to [12.1\(e\)](#) (inclusive) are satisfied; and
- (b) the transferee or assignee is a family member of the Licensee.

12.3 **Consent fee:** The Licensee must pay any consent fee prescribed by the Licensor and any costs reasonably incurred by the Licensor in relation to any approval or consent under this clause [12](#).

13. TERMINATION

13.1 **Damage or destruction:** If the hut or any portion of the hut on the Lot is destroyed or so damaged that the hut cannot be used, then either party may terminate this Licence by twenty (20) Working Days written notice to the other party. Any termination of this licence under this clause will not affect the parties' respective rights, obligations and liabilities which subsist or have accrued on the date of termination under this clause.

13.2 Termination at the Licensee's option: The Licensee may by 20 Working Days' written notice cancel this Licence.

13.3 Licensors termination: If:

- (a) the Licence Fee, Wastewater Connection Contribution Payment or Other Charges are unpaid and remain unpaid for 10 Working Days after service on the Licensee of a written notice in respect of such arrears;
- (b) the Licensee has not complied with the Licensee's obligations in this Licence after service on the Licensee of a written notice specifying the default and requiring the default to be remedied within a period which the Licensor considers to be reasonable in the circumstances;
- (c) the Licensor determines that it is no longer:
 - (i) economically feasible; or
 - (ii) lawful,to provide water, wastewater or other infrastructure services to the Lot,

then the Licensor may by notice in writing cancel this Licence and re-enter the Lot. The Term shall terminate upon such cancellation but without prejudice to the rights of either party against the other which may have accrued at the date of such cancellation.

14. LICENSOR MAY REMEDY LICENSEE'S DEFAULT

14.1 Licensor may remedy: The Licensor may elect to remedy at any time without notice any default by the Licensee under this Licence at the Licensee's cost provided that where it is able and safe to do so in the circumstances, the Licensor shall first endeavour to give the Licensee notice of such election.

14.2 Costs: The Licensee must pay to the Licensor forthwith on demand all reasonable costs and expenses incurred by the Licensor, including legal costs and expenses as between solicitor and client, in remedying such default.

15. INDEMNITY

15.1 Indemnity: The Licensee will indemnify and keep indemnified the Licensor against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of any acts or omissions of the Licensee or its invitees or otherwise caused as a consequence of its occupation of the Lot.

16. EXPIRY OF LICENCE

16.1 Make good: At the expiry or termination of the Term, the Licensee must:

- (a) remove the hut and any improvements remaining on the Lot;
- (b) repair and make good all damage which may have been done by the removal; and
- (c) leave the Lot in a clean and tidy condition,

at the Licensee's cost.

- 16.2 **Title in improvements:** Any hut and improvements remaining on the Lot at the expiry or termination of this Licence will be deemed to be fixtures and property in them will vest absolutely in the Licensor and the Licensor will not be liable to pay compensation to the Licensee for the hut and improvements.
- 16.3 **Licensor may undertake works:** Where the Licensee fails to comply with the requirements set out in clause [16.1](#) within 20 Working Days of the expiry or termination of the Term, the Licensor may undertake whatever works and operations are necessary to effect the same and all costs and expenses in doing so shall be deducted from the Bond held and any further sum required on account of such costs and expenses shall be payable by the Licensee to the Licensor upon demand.
- 16.4 **Survival:** Following expiry or termination of this Licence, clauses [5](#), [15](#) and [16](#) together with other provisions that are by their nature intended to survive, will remain in effect.

17. NO WARRANTY BY LICENSOR AND OWN RISK

- 17.1 **No warranty:** The Licensor does not warrant that the Lot is or will remain suitable or adequate for the Licensee's purposes. All warranties as to suitability and adequacy implied by law are expressly excluded to the full extent permitted by law. The Licensee acknowledges that it has not relied on any statement or representation by the Licensor.
- 17.2 **Flooding:** The Licensee enters into this Licence on the understanding that because of its proximity to Te Waihora (Lake Ellesmere), the Reserve and the Lot may be subject to flooding from time to time.
- 17.3 **Own risk:** The Licensee acknowledges and accepts all risks and occupies the Lot at their own risk. The Licensor expressly excludes to the greatest extent permissible by Law all liability, for any loss, damage or injury of any kind caused howsoever in relation to the occupation and use of the Reserve or the Lot by the Licensee or their invitees.

18. DISPUTE RESOLUTION

- 18.1 **Notice of dispute:** If there is a dispute between the parties in relation to this Licence, either party may give the other party notice specifying the matter in dispute.
- 18.2 **Good Faith:** Within 10 Working Days of receipt of the notice of dispute, each party must nominate one person who will have authority to settle the dispute. The nominated persons must try in good faith to resolve the dispute within 20 Working Days of their nomination.
- 18.3 **Mediation:** If the dispute is not resolved within 30 Working Days of receipt of the notice of dispute, either party may by notice to the other party refer the dispute to mediation. The mediation will be in Christchurch and conducted under the Arbitrators' and Mediators' Institute of New Zealand Incorporated (**AMINZ**) standard mediation protocol. If the parties do not agree on a mediator or the mediator's fees within 5 Working Days of receipt of the notice of mediation, the mediator shall be appointed or the fees set by the President of AMINZ (or his/her nominee) at the request of either party.

18.4 **Performance of obligations:** While any dispute remains unresolved each party shall continue to perform this Licence to the extent practicable, but without prejudice to their respective rights and remedies.

18.5 **Urgent relief:** Nothing in this clause [18](#) will preclude:

- (a) a party from seeking urgent interlocutory relief before a court; or
- (b) the Licensor from:
 - (i) taking proceedings for the recovery of any Licence Fee, Wastewater Connection Contribution Payment, Other Charges or other monies payable under this Licence which remain unpaid; or
 - (ii) exercising its rights and remedies under clauses [11](#), [13](#), [14](#) or [16](#).

19. NOTICES

19.1 **Notice requirements:** All notices including requests, demands and other communications under this Licence, to be given by a party to any other party must be in writing and:

- (a) signed by the party itself or on its behalf by its solicitor or (in the case of the Licensor) another authorised person; and
- (b) given or served:
 - (i) in the manner provided in the Property Law Act 2007 where that Act applies; or
 - (ii) in all other cases, by personal delivery, receipted courier pack or email to the recipient's address for service or as otherwise directed by the relevant party, or (in the case of a notice from the Licensor to the Licensee) by being prominently affixed to the hut or other structure or vehicle on the Lot.

19.2 **Service:** Any notices under clause [19.1\(b\)\(ii\)](#) will be deemed given, served and received:

- (a) when personally delivered or affixed; or
- (b) in the case of email, when acknowledged by the addressee except that return emails generated automatically shall not constitute an acknowledgement.

19.3 **Addresses:** Unless and until changed under this clause, the address for service for the Licensee is as set out in Schedule 1. The Licensor's address for service is:

Selwyn District Council
2 Norman Kirk Drive
Rolleston 7614

A party may, by written notice to the other, change its address for service.

20. OTHER MATTERS

20.1 **Costs:** The Licensee must pay on demand all costs and fees (including Council staff and contractor's costs, solicitors' costs on a solicitor/client basis and/or the fees of debt collecting agencies engaged by the Licensor) arising out of and associated with steps taken by the Licensor:

- (a) to enforce or attempt to enforce the Licensor's rights and powers under this Licence; and/or
 - (b) to recover outstanding money owed to the Licensor under this Licence.
- 20.2 **No waiver:** No failure by a party to exercise, or delay in exercising (in whole or in part) any right, power or remedy under, or in connection with, this Licence shall not operate as a waiver of that right, power or remedy. A waiver of any breach of any provision of this Licence shall not be effective unless that waiver is in writing and signed by the party against whom that waiver is claimed. A waiver of any breach shall not be, or be deemed to be, a waiver of any other or subsequent breach.
- 20.3 **Severability:** Any illegality, or invalidity or unenforceability of any provision in this Licence is not to affect the legality, validity or enforceability of any other provisions.
- 20.4 **Entire agreement:** Except as provided by Law, this Licence and any written variation agreed by the parties contain the entire understanding between the parties with reference to the subject matter of this Licence and there is no other agreement, representation or warranty whether it is expressed or implied which in any way extends, defines or otherwise relates to the provisions of this Licence.
- 20.5 **Licensor acting as territorial authority:** The Licensee acknowledges that:
- (a) the Licensor, in its capacity as territorial authority, is required to carry out its statutory consent functions under the Reserves Act 1977, Resource Management Act 1991, the Building Act 2004 and the Conservation Act 1987 in accordance with the provisions of those and other Laws;
 - (b) the granting by the Licensor of any consent or approval by the Licensor in its capacity as territorial authority under those Acts or any other Laws, will not of itself be deemed to be a consent or approval by the Licensor under this Licence; and
 - (c) the Licensor is bound by statutory obligations to exercise its powers, including discretionary powers and duties under those Acts or any other Laws without regard to any relationship it may have with the Licensee under this Licence.
- 20.6 **Not registrable:** The Licensee acknowledges and agrees that this Licence is not registrable. The Licensee must not require registration of this Licence.
- 20.7 **No caveat:** The Licensee must not register or cause to be registered a caveat over the title(s) to the Reserve relating to the Licensee's interest under this Licence.

EXECUTION

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

 Mayor / Councillor

_____ Councillor / Authorised Officer

SIGNED by)
the **LICENSEE**)
in the presence of) _____
Signature

Witness signature _____
Print Licensee's Name

Full Name

Address

Occupation

draft
18 Jun 2024

SCHEDULE 1 – LICENCE DETAILS

Item	Details
Licensee's full name(s)	
Lot number	
Commencement Date	
Term	Five (5) years commencing on the Commencement Date
Renewal Dates	
Renewal Terms	
Final Expiry Date	
Licence Fee (subject to review in accordance with clause 6)	(plus GST) ((inclusive of GST)) per annum payable in four instalments quarterly in advance payable on each Licence Fee Payment Date.
Licence Fee Payment Dates	1 July, 1 October, 1 January and 1 April in each year of the Term including any Renewed Term.
Licence Fee Review Dates	Annually on the first day of July during the Term and any Renewed Terms.
Wastewater Connection Contribution Payment	(plus GST) ((inclusive of GST)) per annum payable in four instalments quarterly in advance payable on each Licence Fee Payment Date.
Bond (subject to indexing in accordance with clause 5.2)	(plus GST if any) (\$) (inclusive of GST))
Payment of Bond	The Bond is payable in quarterly instalments of (plus GST) ((inclusive of GST)) on each Licence Fee Payment Date until the Bond is held in fully by the Licensor (noting that the Bond will need to replenished after any deductions therefrom in accordance with clause 5).
Default Interest Rate	10% per annum
Licensee's Address for Notices	
Additional Agreed Terms	

SCHEDULE 2 – WHO TO CONTACT AND WHERE TO GO FOR HELP

The purpose of this Schedule is to provide all Residents with guidance on where they may be able to seek help for specific matters, if needed. The list below is a non-exhaustive list and is intended to be of a guidance nature only and should not substitute a Resident seeking specialist advice.

IF IT IS AN EMERGENCY – DIAL 111

MATTER	WHO TO CONTACT
Non urgent Police matters	Call: 105 Report online at www.police.govt.nz/use-105
No urgent medical matters	Call your Doctor or Phone Healthline for free advice on 0800 611 116
Mental Health Helplines	<p>There are several helplines that you can call:</p> <p>1737, need to talk?</p> <p>If you feel anxious, down, a bit overwhelmed, or just need someone to talk to, call or txt 24 hours a day, 7 days a week. 1737 is staffed by a team of paid counsellors who can talk to you if you have mental health or addiction problems.</p> <ul style="list-style-type: none"> • Call: 0800 1737 1737 • Text: 1737 • 1737 — Need to Talk?(external link)^ <p>Depression helpline</p> <p>The Depression Helpline is a free helpline that you can call or txt 24 hours a day, 7 days a week. It has trained counsellors who can talk you through your problems and suggest help in your area.</p> <ul style="list-style-type: none"> • Depression helpline(external link)^ • Call: 0800 111 757 • Text: 4202 <p>Youthline</p> <p>Any young person in New Zealand, or anyone supporting a young person, can call Youthline for help 24 hours a day, 7 days a week. You can txt between 8am and midnight. You can chat online with a counsellor from 5pm to 9pm through the Youthline website. You can also email any time.</p> <ul style="list-style-type: none"> • Youthline(external link)^ • Call: 0800 376 633 • Text: 234 <p>The Lowdown</p>

	<p>The Lowdown team are an experienced group of counsellors. They are available 24 hours a day, 7 days a week. You can contact them any time by txt or by email from their website.</p> <ul style="list-style-type: none"> • The Lowdown(external link)^ • Text: 5626 <p>General alcohol drug helpline</p> <ul style="list-style-type: none"> • Alcohol drug helpline(external link)^ • Call: 0800 787 797 • Text: 868
Ombudsman New Zealand	<p>Call: 0800 802 602</p> <p>Email: info@ombudsman.parliament.nz</p>
Hut Licence Fee enquiries	Email: accounts.receivables@selwyn.govt.nz
Rates Enquiries	Email: revenue@selwyn.govt.nz
Reserve Maintenance / Public Toilets	reserves@selwyn.govt.nz or contactus@selwyn.govt.nz
Compliance (Vehicles / parking)	parking@selwyn.govt.nz
Compliance (Building)	Building.compliance@selwyn.govt.nz
Building Enquiries (General)	Building.technical@selwyn.govt.nz
Water / Wastewater / Stormwater (Repairs and Maintenance)	Water.services@selwyn.govt.nz
Noise Control	Call: 0800 SELWYN (735 996)
Stopbank / River Issues	<p>Environment Canterbury</p> <p>Call: 0800 324 636</p> <p>Email: ecinfo@ecan.govt.nz</p>
Dogs (noting that dogs are prohibited on the Reserve)	Selwyn District Council - Dogs
Health & Safety notifications	<p>If there is any immediate danger to a person please dial 111. Please advise any other health and safety concerns to wayne.stack@selwyn.govt.nz.</p>

SCHEDULE 3 - PLAN

draft
18 Jun 2024