

Dated

2024

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

2024

PARTIES

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

BACKGROUND

- A. The Licensor manages the Reserve.
- B. The Licensee's Previous Licence has expired and the Licensee is holding over and will come to an end on 30 June 2024.
- C. The Licensee seeks a new licence to occupy for the Lot on the Reserve which the Licensor is prepared to grant subject to the terms and conditions of this Licence.
- 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 is operating on a continuance of the previously granted consent. It is not feasible to renew this resource consent.
- E. By decision of a full committee of Council on 8 May 2019, the Licensor resolved that any wastewater solution would be funded by the Licensees of the Upper Selwyn Huts community.
- F. By decision of a full committee of Council on 15 November 2023, the Licensor resolved to approve additional funding towards the completion of the Ellesmere to Pines Wastewater Treatment Plant Pipeline and the Upper Selwyn Huts branch line.
- G. By decision of a full committee of Council on 13 March 2024, it was agreed 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*"
- H. The Licensor considers that the connection to the Upper Selwyn Huts community to the Pines Wastewater Treatment Plant means that the Upper Selwyn Huts community may remain viable for a further 15 year 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 2039;

- All regulatory requirements in relation to such licence, including but not limited to the Resource Management Act 1991, Building Act 2004 and any successor legislation, can feasibly and economically be complied with; and
- The Licensee bears its share of the part costs for the connection of the Upper Selwyn Huts community to the Pines Wastewater Treatment Plant through a Wastewater Connection Contribution Payment.

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, held and disbursed in accordance with clause 7. The Bond will be used to make good the condition of the Lot should a Licensee not meet their obligations pursuant to clause 28;
- (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) **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;
- (f) **Licence** means this Deed of Licence;
- (g) **Licence Fee Instalments** means the instalments specified in Schedule 1;
- (h) **Licence Fee** means the amount specified in Schedule 1 and includes any variation in that amount following a Licence Fee Review;
- (i) **Licence Fee Payment Dates** means the dates specified in Schedule 1;
- (j) **Licence Fee Review** means a review of the Licence Fee determined in accordance with clause 9 of this Licence;
- (k) **Licence Fee Review Date** means the date specified in Schedule 1;
- (l) **Lot** means the area of land described in Schedule 1;
- (m) **Other Charges** means the charges listed in clause 6 and this Licence;
- (n) **Previous Licence** means the previous Deed of Licence for the Lot which comes to an end on 30 June 2024.
- (o) **Reserve** means the reserve described in Schedule 1;
- (p) **Renewal Dates** means the dates specified in Schedule 1;
- (q) **Renewal Term** means the terms specified in Schedule 1;
- (r) **Resident** means the Licensee specified in Schedule 1;
- (s) **Residents Code of Conduct** means the Code of Conduct set out in Schedule 2;

- (t) **Term** means the period of time specified in Schedule 1 and includes, where relevant, any period of renewal of the Term; and
- (u) **Wastewater Connection Contribution Payment** means the amount specified in Schedule 1.
- (v) **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) a reference to a party is a reference to a party to this Licence and includes that party's successors;
- (b) schedules and annexures form part of this Licence and have effect accordingly;
- (c) a provision of this Licence to be performed by two or more persons binds those persons jointly and severally;
- (d) words in a singular number include the plural and vice versa;
- (e) words importing a gender include all other genders;
- (f) any reference to any Law includes any Law which amends or replaces it, as well as any subordinate Law made under it;
- (g) 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;
- (h) the word "including" and other similar words in this Licence do not imply any limitation; and
- (i) 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:** Pursuant to 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.

3. **TERM**

- 3.1 **Term:** The Licence commences on the Commencement Date and continues for the Term unless terminated early in accordance with the terms of this Licence.

4. **LICENCE FEE**

- 4.1 **Licence Fee:** The Licensee must pay:

- (a) the Licence Fee to the Licensor in advance in the Licence Fee Instalments on the Licence Fee Payment Dates;
- (b) any accrued Other Charges on their due date or otherwise invoiced by the Licensor upon demand; and

- (c) any sums payable in accordance with clause 7.

5. RIGHTS OF RENEWAL:

5.1 Preconditions: On the expiry of the Term, and provided:

- (a) The Licensee has complied with the obligations in clause 12;
 - (b) the Licensee has observed the terms and conditions contained in this Licence;
 - (c) the Licensor is satisfied, at its sole discretion, that the Licensee and his or her family and associates have the right to occupy no more than one lot on the Reserve;
 - (d) the Licensor considers in its sole discretion that the climate change effects to the Reserve and surrounding environment around Lake() Ellesmere / Te Waihora are such that that the grant of a further term of the Licence would not have any detrimental effect to Council's wider climate change considerations;
 - (e) 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
 - (f) 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.

5.2 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.

5.3 Deed of Renewal: The parties will enter into a deed of renewal recording the terms of the renewal prior to the Renewal Date.

5.4 Review of Licence Fee on Renewal: If this Licence is renewed under this clause 5, then

- (a) **Determined as if Licence Fee Review:** the Licence Fee payable during that period will be determined using the terms of clause 9 as if the commencement date of the relevant Renewal Term were a Licence Fee Review Date; and
- (b) **Further Reviews:** the Licence Fee payable during each Renewal Term will be subject to review annually on the Licence Fee Review Date(s); and
- (c) **Ratchet:** The Licence Fee so determined must never be less than the Licence Fee payable immediately before the start of the relevant Renewal Term.

6. OTHER CHARGES AND PINES WASTEWATER CONNECTION CONTRIBUTION

- 6.1 In addition to the Licence Fee and any other charges or payments required to be made pursuant to this Licence, the Licensee must pay quarterly on the Licence Fee Payment Date during the Term (and any Renewed Term) of this Licence the Licensee's Wastewater Connection Contribution Payment.
- 6.2 In addition to the Licence Fee, the Wastewater Connection Contribution Payment and any other charges or payments required to be made pursuant to 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,
 - (c) on the 20th of the month following receipt of invoice.
- 6.3 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.

7. BOND

- 7.1 In addition to the Licence Fee, the Wastewater Connection Contribution Payment and Other Charges payable under this Licence, the Licensee must contribute towards the establishment of a Bond for the Lot.. The Licensee must pay:
- (a) a sum on account of the Bond to be held by the Licensor at the amounts and intervals, and to the maximum limit, specified in Schedule 1, to be administered as follows:
 - (i) the Licensor may deduct any amount payable by the Licensee pursuant to clause 28 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);
 - (ii) any balance of the Bond held by the Licensor following deduction by the Licensor under clause 7.1(a)(i) shall be refunded to the Licensee within 20 Working Days of the completion of the works required pursuant to clause 28; and
 - (iii) this clause 7 shall not in any way limit, or prejudice the enforcement by the Licensor of, any obligation of the Licensee under this Licence.
- 7.2 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.

8. PAYMENT

8.1 If the Licensee defaults in payment of the Licence Fee or other moneys payable under this Licence for:

- (a) 10 Working Days after the due date for that payment; or
- (b) the date of the Licensor's demand;

then the Licensee shall pay on demand:

- (c) interest at the Default Interest Rate on the moneys unpaid from the due date for payment until the date of payment; and
- (d) 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.

8.2 The Licence Fee and all 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.

9. LICENCE FEE REVIEW

9.1 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 9.1(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 9.3;
- (d) if the Licensee does not give notice to the Licensor under clause 9.1(c) the Licensee will be deemed to have accepted the Licence Fee specified in the Licensor's notice; and
- (e) notwithstanding clause 9.1(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.

9.2 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.

9.3 Immediately the Licensee gives notice to the Licensor under clause 9.1(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.

10. BUILDING WORKS

- 10.1 The Licensee must not carry out any alterations, additions, or erect a fence or other structure on the Lot without the prior written consent of the Licensor.
- 10.2 The Licensee must, upon request by the Licensor, submit written building plans and other details to the Licensor for approval before commencing any works.
- 10.3 In giving approval under clause 10.1, the Licensor may, in the Licensor's sole and absolute discretion, impose any reasonable terms and conditions as the Licensor considers appropriate.
- 10.4 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.
- 10.5 When undertaking any building works, the Licensee must comply with all statutory requirements including obtaining building consents and code compliance certificates as required under the Building Act 2004.
- 10.6 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):

- (a) Removal of any foundations; and
- (b) In ground services capped appropriately.

10.7 Should the Licensee fail to comply with clause 10.6, 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.

11. EXISTING HUT AND STRUCTURES

11.1 The Licensee shall maintain the existing hut and any improvements 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 complies in all respects with the Building Code and any By-Law, Policy or otherwise of the Licensor, to the satisfaction of the Licensor.

11.2 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.

12. LICENSOR INSPECTION PROGRAMME

12.1 The Licensee acknowledges and agrees that within twelve (12) months of the Commencement Date of this Licence the Licensor in conjunction with the Licensee will complete a Lot inspection of the existing hut and any other structures on the Lot to determine compliance with relevant legislation.

12.2 The Licensor will provide the Licensee with no less than ten (10) working days notice, that the Licensor and the Licensor's employees and agents may, enter the Lot for the purposes of completing this inspection and any follow up inspections required. The Licensee may be present at the time of inspection.

12.3 Following completion of the inspection, the Licensor will provide a written report to the Licensee of any remedial works required (if any) to the existing Hut and other structures on the Lot to ensure compliance with all relevant legislation.

12.4 The Licensee agrees to, at its cost, to complete all remedial works required within the timeframe advised by the Licensor and Licensee as part of the inspection programme.

12.5 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 twenty (20) working days notice to the Licensee.

13. LICENSEE'S FURTHER OBLIGATIONS

13.1 The Licensee must at the Licensee's expense:

- (a) 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;

- (b) hold and maintain all approvals, authorities and consents required to occupy and use the Lot including, where required, any discharge consents; and
 - (c) 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.
- 13.2 The Licensee may use the Lot for residential occupation only. No business may be operated from the Lot.
- 13.3 The Licensee must at all times comply with the Residents Code of Conduct set out in Schedule 2 of this Licence and any amendment thereto.
- 13.4 The keeping of dogs on the Lot is strictly prohibited, in accordance with the Selwyn District Dog Control Bylaw 2012.
- 13.5 The Licensee must ensure that it or its invitees do not carry out any acts prohibited under this Licence.

14. PROTECTION OF THE ENVIRONMENT

- 14.1 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;
 - (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; or
 - (e) carry out any business occupation on the Reserve.
- 14.2 The Licensee shall dispose of all refuse and recycling material in the receptacles provided or otherwise in accordance with the directions of the Licensor.

15. PROTECTION FROM FIRE

- 15.1 The Licensee must:
- (a) Install and maintain in any Hut or other structure on their Lot an operational fire / smoke alarm;
 - (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 the Licensor; and

- (d) not store or permit to be stored fuels or other combustible materials on the Reserve without the written permission of the Licensor. In that event storage of fuels and combustible materials is approved it must be in accordance with the provisions of all Laws including the Hazardous Substances and New Organisms Act 1996. For the avoidance of doubt, the Licensee may keep firewood on the Lot provided that the firewood is stored in a manner to mitigate any fire risk to the Lot and Reserve.

16. WATER, SEWER AND SANITARY

16.1 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 waste water system.

16.2 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.

16.3 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.

17. TREES AND SHRUBS

17.1 Any trees, shrubs or hedge plants which have the potential to shade adjoining lots shall not be allowed to grow beyond a height of 2.2 metres.

17.2 The planting of willow, poplar and cabbage trees is strictly prohibited.

17.3 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](#)).

18. ADVERTISING

18.1 The Licensee must not erect or display any signs or advertising on the Lot or Reserve.

19. COMPLIANCE WITH LEGISLATION

19.1 The Licensee shall abide by all relevant statutory and common law obligations of the Licensor, and shall not of itself do, nor shall it permit or suffer to be done, any act that comprises a breach of such obligations. The Licensee shall 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 compliance with the provisions of the relevant District Plan, the Building Act 2004, Health Act 1956, Litter Act 1979, and the Health and Safety at

Work Act 2015 (HSW Act), including any consequent amendments and enactments passed in substitution.

19.2 The Licensee will do all things necessary as the occupier of the Lot to comply with the HSW Act, including any consequent amendments and enactments passed in substitution thereof, 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 Premises. "Hazard" shall have the same meaning as in the HSW Act;
- (b) take all reasonable steps to protect the safety of all persons present on the Lot and the Reserve; and
- (c) take all reasonable steps to eliminate any dangers to the public and must clearly and permanently mark any that remain and of which the Licensee is aware.

19.3 The Licensee must as soon as reasonably possible notify the Licensors of anything on the Reserve or the surrounding area which may endanger the public or the environment.

20. VEHICLES, BOATS AND TRAILERS

20.1 There are to be no more than two motor vehicles parked on the Lot at any time. This excludes the motor vehicles belonging to any visiting invitees of the Licensee.

20.2 All motor vehicles brought onto the Lot are to have a current warrant of fitness and vehicle registration, unless an exemption through NZTA has been issued.

20.3 Any caravans, buses, boats or trailers brought onto the Lot are to have a current electrical certificate, current warrant of fitness and registration.

20.4 The subleasing or hiring of motor vehicles, caravans and buses on the Lot is strictly prohibited.

21. TEMPORARY SUSPENSION

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

- (a) there is a temporary 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 11, 12, 13 and/or 14 such that the hut and/or the Lot should not be occupied; or
- (c) the activities of the Licensee or its invitees in breach of clause 14.1(d) unreasonably interfere with the quiet enjoyment of other licence holders.

21.2 The Licensors may suspend this Licence while the Licensors investigate any of the circumstances contemplated in clauses 21.1 and also where reasonably required while the Licensors investigate any potential breach by the Licensee or its invitees of which the Licensors have become aware.

21.3 During any period of temporary suspension:

- (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) Other Charges and amounts payable in accordance with clauses 6 and 7 shall in all cases continue to be payable unless and to the extent the Licensor decides otherwise in its reasonable discretion.

21.4 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 21.

22. CONSENT TO OCCUPATION OR TRANSFER

22.1 From the Commencement Date to 30 June 2034, 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 shall only be available in respect of a transfer or occupation and in accordance with the requirements of this clause 22.

22.2 From 1 July 2034 to 30 June 2039, 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 shall only be available in respect of a transfer or occupation of the Lot where the intended occupant is a family member of the Licensee, and in accordance with the requirements of this clause 22.

22.3 The consent of the Licensor to the occupation of the Lot by a person other than the Licensee will only be available where the Licensor is satisfied in its sole discretion that:

- (a) the number of persons occupying the Lot will remain appropriate;
- (b) 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
- (c) the occupant provides evidence to the satisfaction of the Licensor that they can comply with all obligations of the Licensee under this Licence; and
- (d) the transferee or assignee is not an Overseas Person as defined by the Overseas Investment Act 2005; and

and the occupant has, where required by the Licensor, entered into a document required by the Licensor under which it agrees to be bound by all obligations of the Licensee under this Licence.

22.4 The Licensee shall ensure that any occupant of the Lot complies at all times with all obligations of the Licensee under this Licence. For the avoidance of doubt, any obligations owed by an occupant directly to the Licensor are additional to, and not in substitution for, the obligations of the Licensee under this Licence, and the Licensor may accordingly enforce any breach by an occupant against the Licensee, the occupant, or both.

- 22.5 The consent of the Licensor to a transfer by the Licensee of the Licensee's interest under this Licence will only be available where the Licensor is satisfied, in its sole discretion, that the intended transferee is able to comply with all obligations of the Licensee under this Licence, and has entered into a new licence with the Licensor for the balance of the current Term, such new licence to otherwise be on the same terms and conditions as this Licence.
- 22.6 In addition to the other requirements of this clause 22, the Licensor may, in considering whether to grant consent, require such inspection(s) of the hut and/or the Lot as it sees fit to establish whether the hut and/or the Lot are compliant with this Licence, with particular regard to clauses 11, 12, 13 and 14. Where the hut and/or the Lot are not compliant, the Licensor may, for the avoidance of doubt, require that such non-compliances are rectified as a condition of the consent.
- 22.7 The Licensee must pay any consent fee prescribed by the Licensor and any costs reasonably incurred by the Licensor in relation to any consent under clause 22.1.

23. DAMAGE OR DESTRUCTION

- 23.1 If the Hut or any portion of the Hut 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. Any repair or rebuild/reinstatement in accordance with clause 23.1 shall be undertaken by the Licensee in accordance with clause 9.3(h).

24. TERMINATION

24.1 If:

- (a) the Licence Fee under this Licence is unpaid and remains unpaid for 10 Working Days after service on the Licensee of a written notice pursuant to section 245 of the Property Law Act 2007;
- (b) the Licensee has not complied with the Licensee's obligations in this Licence after service on the Licensee of a written notice pursuant to section 246 of the Property Law Act 2007 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 the cancellation but without prejudice to the rights of either party against the other.

25. LICENSOR MAY REMEDY LICENSEE'S DEFAULT

- 25.1 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.
- 25.2 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.

26. QUIET ENJOYMENT

- 26.1 The Licensee, while paying the Licence Fee, Wastewater Connection Contribution Payment, Bond, Other Charges and all other payments and charges due under this Licence, and performing and observing the terms and conditions of this Licence, is entitled peaceably to hold and enjoy the Lot without hindrance or interruption by Licensor or by any person or persons claiming under the Licensor until the expiry or termination of this Licence.

27. INDEMNITY

- 27.1 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.

28. EXPIRY OF LICENCE

- 28.1 At the expiry or termination of the Term, the Licensee must quietly yield up the hut and any improvements on the Lot in the same good and substantial repair and condition as they were in at the Commencement Date, fair wear and tear excepted.
- 28.2 The Licensor may direct that the hut and any improvements remaining on the Lot at the expiry or termination of this Licence, be removed by the Licensee at the Licensee's cost. The Licensee will in complying with such direction repair and make good at the Licensee's cost all damage which may have been done by the removal and will leave the Lot in a clean and tidy condition.
- 28.3 Where the Licensor does not make a direction under clause 28.2, the hut and any 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.
- 28.4 Where the Licensee fails to comply with a direction under clause 28.2, 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 balance payable by the Licensee to the Licensor upon demand.

29. SURVIVAL

- 29.1 Following expiry or termination of this Licence, clauses 7, 8, 27 and 28 together with other provisions that are by their nature intended to survive, will remain in effect.

30. FORCE MAJEURE

- 30.1 Neither party will be liable to the other party for any delay in performance, of or failure to perform, its obligations (other than a payment of money) under this Licence as a result of any cause beyond its reasonable control.

31. NO WARRANTY BY LICENSOR AND OWN RISK

- 31.1 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 negated to the full extent permitted by law.
- 31.2 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.
- 31.3 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.

32. NOTICES

- 32.1 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) other 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.
- 32.2 Any notices under clause 32.1(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.
- 32.3 Unless and until changed under this clause, the addresses for service of the parties are as set out in Schedule 1. A party may, by notice to the other, change its address for service.

33. COSTS

- 33.1 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.

34. WAIVER

- 34.1 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.

35. SEVERABILITY

- 35.1 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.

36. ENTIRE UNDERSTANDING AND NO REPRESENTATIONS

- 36.1 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.
- 36.2 The Licensee acknowledges that it has not relied on any statement or representation by the Licensor.

37. THE LICENSOR ACTING AS TERRITORIAL AUTHORITY

- 37.1 The Licensee acknowledges that:
- (a) The Licensor, in its capacity as territorial authority (the **Council**), 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 Council of any consent or approval by the Council 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.
 - (c) The Council 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.

38. DISPUTE RESOLUTION

- 38.1 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.

38.2 **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.

38.3 **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.

38.4 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.

38.5 Nothing in this clause 38 will preclude a party from seeking urgent interlocutory relief before a court, or preclude the Licensor from taking proceedings for the recovery of any Licence Fee or other monies payable under this Licence which remain unpaid or from exercising the rights and remedies under clauses 21 or 24 .

39. LICENCE NOT REGISTRABLE

39.1 The Licensee acknowledges and agrees that this Licence is not registrable. The Licensee must not require registration of this Licence.

40. NO CAVEAT

40.1 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

SCHEDULE 1

1. **Licensee:**
2. **Reserve:** Sections 1 and 2 Survey Office Plan 457605 being approximately 3.4 hectares in area. The definition of *the Reserve* shall for the purposes of clauses 14 and 15 extend to include all adjoining or nearby land of the Licensor.
3. **Lot:** [] of the Reserve as shown on the **attached** plan having valuation number .
4. **Previous Licence:** Licence of the Lot dated [] which expired on [] .
5. **Commencement Date:** 1 July 2024.
6. **Term:** five (5) years commencing on the Commencement Date.
7. **Renewal Dates:** 1 July 2029 and 1 July 2034
8. **Renewal Terms:** two (2) rights of renewal of five (5) years each
9. **Final Expiry Date:** 30 June 2039
10. **Licence Fee:** \$1,389.00 (inclusive of GST) per annum payable quarterly in advance payable on 1 July, 1 October, 1 January and 1 April in each year of the Term including any Renewed Term.
11. **Wastewater Connection Contribution Payment:** \$1,345.00 (inclusive of GST and interest)
12. **Licence Fee Review Date:** Annually on the 1st day of July during the term of the Licence
13. **Bond:** \$383.00 (inclusive of GST) per quarter on account of the Bond payable in accordance with clause 7.1(a)
14. **Default Interest Rate:** 10% on the outstanding balance
15. **Address for Notices:**

Licensor:

Selwyn District Council

2 Norman Kirk Drive

Rolleston 7614

Licensee:

16. **Additional Agreed Terms:** The following terms (if any) are specific to this Licence:

SCHEDULE 2 – RESIDENTS CODE OF CONDUCT

These rules are designed to ensure that the community life at Upper Selwyn Huts and the Reserve is maintained and that an environment exists that is conducive for everyone to have quiet enjoyment of their Lot and to have positive social experiences in the Reserve. The underlying principle is consideration for others. These Rules are formulated with a view to the safety and welfare of all Upper Selwyn Huts Residents, consideration for the needs of others, and the protection of property and the Reserve. The rules are intended to benefit all Residents.

The expectations of Residents outlined in the Rules should not be seen as an exhaustive list. By entering into this Licence, you become a member of the Upper Selwyn Huts residential community and accept the responsibilities and obligations of being a good neighbour and citizen, whether or not they are detailed in the Rules.

If you fail to comply with these Rules and any updated or variation of them, it will constitute a failure by you to comply with the provisions of your Licence and may lead to termination of your Licence to Occupy.

General Behavioural Rules

All Residents of the Upper Selwyn Huts community, agree to behave in such a way that makes the community safe, inclusive and equitable for all.

- You must not act in an insulting or threatening manner towards any resident or visitor at the Reserve.
- You are expected to respect the rights of others in the community and to act in a supportive, responsible manner.
- You may not enter another Licensee's Lot without their express prior permission.
- If you are party to any offence under these Rules committed by another resident or guest, you shall be deemed to have committed the breach. For the purpose of these Rules, 'party' includes any Licensee who in any way aids, assists, counsels, procures, or encourages another to commit an offence under these Rules.
- You are responsible not only for your behaviour but that of your partner, children, and guests. This includes any actions which may threaten the safety and wellbeing of residents, their guests, Council staff members, and/or the property, which may result in the termination of your Licence.
- Criminal acts will be reported to the Police.

Bully, Harassment, Harmful Sexual Behaviour and Discrimination

Bullying is any repeated unreasonable behaviour that is directed towards a person, or group of people, that can lead to physical or psychological harm. This includes cyberbullying.

Harassment is unreasonable or unwelcome conduct that is offensive, humiliating or intimidating to any other person and is either repeated, or of such significant nature that it has a detrimental effect on the person, their performance or their work and study environment. It includes gender-based, racial, and sexual harassment.

Discrimination can occur when a person is treated less favourably than another person, in the same or similar circumstances, because of a prohibited ground such as their sex, colour, religious belief, race, marital status, ethnic or national origins, family status, ethical belief, sexual orientation, political opinion, age, employment status or disability.

Harmful sexual behaviour including sexual harassment, sexual assault, and bullying of any kind, undermines safety and respect, and may be a breach of this Licence.

Bullying, harassment of any kind and discrimination have no place within the Upper Selwyn Huts community.

- You must not behave towards other residents in any way that may constitute harassment, bullying or discrimination.
- Any serious incidents of harassment, bullying or discrimination will be reported to the Police.
- Any serious incidents of harassment, bullying or discrimination may lead to the immediate termination of your Licence, at the Licensor's sole discretion.

Noise

- Out of consideration to your fellow residents, you may not make excessive or disruptive noise at any time.
- You must exercise extra restraint between 10.00pm and 7.00am when most other residents are likely to be sleeping. This includes weekends and public holidays.
- You are also expected to take some responsibility for the noise around you, by asking others to be quiet when they are being unreasonably noisy or unintentionally disruptive.
- You must lower your noise level when asked to by other residents.
- Residents should consider using alternative external venues if they wish to have several guests at one time as the amount of noise generated by more than one guest generally exceeds acceptable noise levels.
- If you experience problems with the volume of noise that you cannot solve, contact Council's Noise Control service as outlined in Schedule 3.

Drugs

Any potential drug related matters will immediately be referred to the Police.

- Non-prescribed or illegal drugs are strictly forbidden on the Reserve and on your Lot at all times.
- You may not possess, cultivate, manufacture, use and/or distribute any non-prescribed or illegal drugs.
- You may not distribute prescribed drugs.
- Any paraphernalia which assists in the inhalation or consumption of drugs is prohibited.
- If you are discovered possessing, using or selling such substances your Licence may be terminated on 24 hours and you may face possible criminal prosecution.

Smoking

- Smoking is not permitted on the Reserve.
- Any person is entitled to request courteously that smoking on the Reserve cease.
- Any person who receives a request not to smoke is expected to respond cooperatively and courteously, and to comply with the request.
-

Safety and Security

- You must ensure that you have a working fire alarm / smoke detector installed in your Hut at all times.
- You must behave in a responsible manner and ensure your actions do not put yourself or others at risk.
- You may not have or use fireworks in and around your Lot or on the Reserve. All fireworks are strictly forbidden at all times.

Changes to Rules

The Licensor reserves the right to amend or add to these rules at any time.

All current Licensee will be notified of any amendment or addition to Rules before they come into force.

At the Licensor's sole discretion, residents will be consulted on rules changes in advance but there is no obligation for the Licensor to do so.

SCHEDULE 3 – 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	Call: 0800 802 602 Email: info@ombudsman.parliament.nz
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	Environment Canterbury Call: 0800 324 636 Email: ecinfo@ecan.govt.nz
Dogs	Shall we add dog control even though prohibited? Yes
Clause 19 Health & Safety notifications	

SCHEDULE 4 - PLAN

DRAFT