Decision No: 45/2026/324

IN THE MATTER OF the Sale and Supply of Alcohol Act 2012

AND

IN THE MATTER OF an application by **GENERAL DISTRIBUTORS LIMITED** under s127 of the Act for the renewal of off-licence 45/OFF/041/2023 in respect of premises situated at Coastlands Shopping Centre, Paraparaumu, known as 'Woolworths Paraparaumu'

BEFORE THE KĀPITI COAST DISTRICT LICENSING COMMITTEE

Hearing	21 September 2026, Council Chamber, Paraparaumu, and closing submissions 29 September and 01 October 2026
Committee	Cr Bede Laracy (Chairperson), Mrs Jackie Elliott, Mr David Ritchie
Decision	31 October 2026

DECISION OF THE COMMITTEE

OFF729: Woolworths Paraparaumu

The application

[1] This is an application by General Distributors Ltd (the licensee) under s127 of the Sale and Supply of Alcohol Act 2012 (the Act)[1] to renew off-licence 45/OFF/041/2023 for its supermarket at Coastlands Shopping Centre, Paraparaumu, known as Woolworths Paraparaumu (the premises).

[2] The licence's current term ended on 28 September 2024. Because the licensee applied to renew it before then, under s122(3) and (5) the licence continues in force until the application is decided. It authorises the sale of alcohol for consumption off the premises from 7am to 10pm, and its delivery elsewhere, subject to nine conditions, and the licensee applied to renew it on those conditions.

[3] The Committee renews the licence for three years. It imposes the two conditions the licensee and the inspector agreed, the drinking water condition the Act requires, and a condition on the delivery of alcohol. It declines the condition sought on single sales of beer.

[1] All statutory references are to the Sale and Supply of Alcohol Act 2012 unless otherwise stated.

The hearing

[4] The Committee, comprising Cr Bede Laracy (Chairperson), Mrs Jackie Elliott, and Mr David Ritchie, heard the application at Paraparaumu on Monday 21 September 2026. Allison Arthur-Young, counsel for the licensee, called Paul Radich, National Alcohol Responsibility Manager for Woolworths New Zealand Ltd. Alex Cumming, counsel for the licensing inspector, called Antoinette Bliss, the inspector, together with Marie Hewlett, Joy Allen, Ana Ika of The Salvation Army, and Witness A. Sergeant Tulimanu Leuluai appeared for the Police, and Dr Stephen Palmer, Medical Officer of Health, gave evidence. By minute of 07 September 2026, the Committee took the statements of Richard Hopkins and Bob Dunkerley as read without their attending. Briefs and statements were taken as read, and the Committee questioned the witnesses. As s203A(2)(b) and (c) require, no party questioned another party or its witnesses. The part of the hearing on the licensee's confidential information was held in private.

Procedural rulings

[5] By joint memorandum of 11 August 2026, counsel for the licensee and the inspector asked that this application and the licensee's application to renew its off-licence for Woolworths Waikanae (OFF728) be heard together. By minute of 12 August 2026, the Committee declined, because the applications concern two licences for two premises, in different localities and with different compliance histories, and each must be decided on its own record.

[6] By minute of 31 July 2026, the Committee sought further information from the inspector and the licensee. The licensee asked that what it produced be disclosed to the Committee alone. By minute of 20 August 2026, the Committee declined, because a party entitled to be heard must be able to see and answer the evidence the Committee receives. By minute of 09 September 2026, on the licensee's application, it prohibited under s203(5) the publication of any report or description of the information the licensee produced on 07 September 2026. It also ordered under s203(3) that any part of the hearing in which that information was discussed be held in private. In making those orders, the Committee had regard to s203(3) and (6). The information is commercially sensitive, and the public interest lies in knowing what conditions were sought and why they were imposed or refused, which does not require the figures.

[7] By minute of 18 September 2026, on the inspector's application, the Committee ordered under s203(3) that Witness A's evidence be heard in private, and under s203(5) prohibited publication of any report or description of it, including her name and any particulars that would identify her. The public interest did not require publication of the personal circumstances of a witness who is not a party, the orders did not exclude any party or counsel, and no party opposed them.

[8] In opening, counsel for the licensee submitted that the Police could not give evidence beyond their report, which concerned single sales. Under s204(3), a constable may appear and be heard on a renewal, and call and examine their own witnesses, and under s207(1) the Committee may receive any matter that may assist it. The sale on 03 February

2026 was investigated after the Police reported, the licensee answered the Police evidence at the hearing, and the Committee has received that evidence.

The reports and the parties' positions

[9] The inspector reported on 04 February 2026, opposing renewal on the grounds of suitability, the manner of sale, the matters in the reports, and the object of the Act, and concluding that the licensee's systems, staff, and training were not appropriate. Sergeant Luke Taunton reported for the Police on 30 August 2024, opposing renewal until the licensee's position on high-strength single-serve beer was clear. Nicola Campbell reported for the Medical Officer of Health the same day, on the same grounds as the inspector. No objections were filed.

[10] By the close of the hearing the dispute had narrowed. The inspector and the Police no longer seek refusal, and in closing both confine their cases to two further conditions, one on single sales of beer and the other on delivery. The Medical Officer's closing is made in opposition but argues only for the single sales condition. The licensee says neither condition is justified, and asks for renewal on the conditions it offered, which include conditions 10 and 11. Nevertheless, the mandatory criteria and the object of the Act remain for the Committee to decide. Closings are not evidence, and factual matters raised for the first time in a closing are not relied on.

The approach

[11] The Committee's task is evaluative, and there is no presumption in favour of renewal.[2] It has regard to the criteria in s131 and then asks whether it is satisfied that renewal is capable of meeting the object of the Act.[3] Conditions are considered after that question. In a particular case, a condition may be what makes renewal consistent with the object, but an application that is not capable of meeting the object cannot succeed.[4]

[12] The reporting agencies bear no onus of proof, but their opposition carries weight only so far as the evidence supports it, and a licensee must address the criteria, particularly in the face of opposition supported by evidence.[5] The Committee finds a fact proved if it is reasonably satisfied that it happened, having regard to the nature and consequences of the fact.[6] As to risk, proof of a direct causal link is not required. Rather, an evidential foundation suggesting a real risk of alcohol-related harm from renewal, which implicates the premises, is enough to engage the requirement to minimise that harm.[7]

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[2] *Christchurch Medical Officer of Health v J & G Vaudrey Ltd* [2015] NZHC 2749 at [54]–[55], and *Auckland Medical Officer of Health v Birthcare Auckland Ltd* [2015] NZHC 2689 at [48].

[3] *Re Venus NZ Ltd* [2015] NZHC 1377 at [20], *Birthcare* at [50], and *Vaudrey* at [56](c).

[4] *Vaudrey* at [55] and [56](c)–(e), and *E R Bellas Ltd v Karikari 2012 Charitable Trust Inc* [2020] NZHC 2517 at [30] and [39].

[5] *Birthcare* at [113]–[114], *Re Venus* at [60], and *Patels Superette 2000 Ltd v Muir* [2019] NZARLA 75 at [228].

[6] *Lower Hutt Liquormart Ltd v Shady Lady Lighting Ltd* [2018] NZHC 3100 at [73] and [81].

[7] *Alcohol Licensing Inspector of the Auckland Council v Singh 13 Investments Ltd* [2025] NZHC 2868 at [7], [105] and [138], *Birthcare* at [113], and *Medical Officer of Health (Wellington Region) v Lion Liquor Retail Ltd* [2018] NZHC 1123 at [67]–[68] and [70].

[13] The Committee looks at the licensee's conduct under the licence for what it shows about the risk of renewal, not to penalise it.[8] The Act is not premised solely on fault, and it is not enough that a licensee is doing its best. Where the evidence links a risk of harm to the premises despite the licensee's best endeavours, the Committee must act to minimise it.[9]

The evidence

The licensee

[14] Mr Radich manages alcohol compliance and licensing for about 180 Woolworths stores. Previously he was an alcohol licensing inspector for about nine years and then a senior advisor in alcohol licensing at Auckland Council, before he joined Woolworths in 2016. The store has held an off-licence since 1993, and its last renewal was unopposed. He says the licensee's systems and training are national, and that it does more than the Act requires. He also says the conditions sought come from the agencies' memorandum of understanding (the MoU), made in October 2025 without consulting licensees and meant to apply across the district.

[15] Alcohol is sold in two ways, at the checkout and online, and an online order is paid for when it is picked. In answer to the Committee, Mr Radich confirmed four points of supply: at the checkout, at click and collect, at direct to boot, and at the customer's door on delivery. The duty manager's role is mobile, working across the licensed area. Alcohol sales at the checkouts are authorised by a person qualified to approve age-restricted sales, who requalifies every 18 months, and a mystery shopper programme tests the licensee's policy of asking anyone who looks under 25 for identification. A customer buying online gives a date of birth on registering. They declare that they are 18 or over when alcohol is added to the cart, and again at checkout.

[16] On single sales, Mr Radich says that from 2022 the licensee progressively removed single cans of mainstream high-strength beer from all its stores and re-bundled those products into four-packs. Broken packs of 330ml beer are also re-bundled into four-packs. High strength generally starts at 6 to 7%, although that threshold is recorded nowhere. The licensee's policy permits the sale of a single 500ml can of mainstream beer at 5%, as in the inspector's photographs.

[17] At collection, staff ask anyone who appears under 25 for identification and they check for intoxication. At direct to boot they check everyone in the car. Even so, Mr Radich said that "Section 59 and regulation 14 overrule everything else", so that legally no check is required at collection. The drivers who deliver are contractors, not employees as his brief had said, and they hold the licensee's age-restricted goods qualification. The driver's app flags restricted goods, and if nobody answers the door the alcohol is taken back.

[8] *Qing Qing Trading Company Ltd v Wilson* [2019] NZARLA 241 at [202].

[9] *Sogi Trading Ltd v Licensing Inspector Auckland City Council* [2020] NZARLA 96 at [131] and [267], *Lion Liquor* at [67], and *Singh 13* at [79].

[18] Mr Radich does not accept the delivery condition. Checks for intoxication on delivery are mandatory, he said, but "The ID issue is not mandatory and that's where we have an issue". Drivers are told to check identification, they have been told within the last two years not to leave deliveries unattended, and a customer's instruction to leave an order at the door no longer applies to alcohol. However, he would not risk a suspension because a team member makes a mistake, and in his view "if a 15-year-old is picking up their groceries because their mother is upstairs, I don't consider that to be delivering alcohol to a minor".

[19] On 03 February 2026 the store sold alcohol to an intoxicated person, and the licensee later accepted the breach and a suspension. Mr Radich accepts that the customer should not have been served, found the staff member's explanation implausible, and has had all the store's staff refreshed on intoxication. He says the licensee will arrange a viewing of its CCTV footage at any time, but provides a copy only on a production order, because a copy may be used against its staff.

The inspector

[20] Ms Bliss accepts that the premises are not inherently unsuitable and would not oppose renewal if the conditions the agencies seek were agreed or imposed. She says single-serve beer encourages impulse purchases associated with harmful drinking. She recorded single cans of what she considers mainstream beer on six dates between May 2021 and July 2026, despite the undertaking given for the store in 2016. For deliveries left without identification checks she relies on the evidence of Ms Hewlett and Ms Allen. She notes that the licensee's website now says restricted items are returned to the store if no one is home to accept them.

[21] In answer to the Committee, Ms Bliss said none of the single units she found was at or above high strength, all being around 5%. On amenity and good order, she first said there were a few issues, but nothing that would really affect renewal. Asked what a refusal would change, she returned to her report's view of how renewal would affect amenity and good order, based on the deprivation of the area, the sensitive sites, and what she had learned from Coastlands management and the railway station. When she wrote her report, she received no age prompt on entering the website. She now receives one when she clicks on an alcohol item.

The Medical Officer of Health

[22] Dr Palmer's evidence is that the Paraparaumu Central area, in which the premises sit, ranks 10th of about 1,800 areas for alcohol-related emergency presentations and 5th for alcohol-related hospital discharges, with harm skewed to older age groups. He describes the store as a significant source of affordable alcohol contributing to that harm. In answer to the Committee, he said the evidence for the single sales condition at this store was outside his scope, and that his own evidence relates to that area as a whole.

The Police

[23] Sergeant Leuluai produced Police data on alcohol-related harm within a kilometre of the premises, which he says is indicative only, together with records of theft at the premises,

many of them linked to alcohol. He says the licensee's denial of the delivery incidents, and its response to the Police investigation of the sale on 03 February 2026, raise concerns about its suitability. In answer to the Committee, he said the data does not show how many occurrences arose at the premises, that on the deliveries the Police have no evidence of their own, and that the non-cooperation they rely on is the footage. He also described compliance visits at two of the licensee's other stores at which the duty manager was not where the licence required.

Ms Hewlett and Ms Allen

[24] Ms Hewlett gave evidence by affidavit of three deliveries to her home that included alcohol. On 01 August 2025 a gift ordered by a friend, on the friend's account, was left on her doorstep while she was out. On 16 November 2025 her 15-year-old daughter answered the door and took in an order that included wine, and the driver asked neither her age nor whether an adult was home. Ms Hewlett was at the other end of the house, which is not large, and heard the exchange. On 23 November 2025 an order was left on the doorstep while her daughter was home alone. Her customer account carries a standing note that deliveries may be left if she is not home.

[25] Ms Allen's evidence is that on 26 February 2026 her order, including a four-pack of cider, was taken in by her 16-year-old son, in school uniform, while she was on a phone call. The driver did not ask his age, ask for identification, or ask whether an adult was home, although she had declared at checkout that anyone receiving the order would be 18 or over. On a later delivery, on 04 July 2026, the driver pointed out the restricted item to her.

Other witnesses

[26] Ms Ika says alcohol harm is a recurring feature in the lives of many of the more than 200 individuals and families The Salvation Army supports in Paraparaumu. She says that cheap or high-strength single sales make alcohol more affordable to people who are homeless, in hardship, or dependent. Her figures are for Paraparaumu as a whole. Mr Hopkins, the Kāpiti Coast District Council's Environmental Standards Manager, describes homelessness and rough sleeping across the district, including people living in vehicles around Coastlands, and says cheap single units make the risk worse, although he does not link the problems he describes to the premises. Mr Dunkerley, for 16 years a duty manager at a large supermarket, describes the difficulty he had overseeing every alcohol sale there, which the supermarket met by certifying checkout staff. Witness A gave evidence in private, and the Committee draws no conclusion about this premises from it.

Findings of fact

The locality

[27] The premises are a supermarket of more than 1,000m^2 in Coastlands, a major commercial and retail centre close to the Paraparaumu bus and train stations. They sit in an area of 7 on the New Zealand Index of Deprivation (NZDep), on which 10 is the most deprived, close to areas of 9 and 10. Within about 500 metres are two primary schools,

an alcohol and drug support service, a residential addictions recovery programme, a women's refuge, mental health services, and social housing. The centre adjoins an alcohol-free zone at night. Coastlands management told the inspector of people drinking and begging in and around the centre, although the report gives little detail of the extent.

[28] Dr Palmer's evidence on deprivation is mixed. Most neighbourhoods in Paraparaumu are relatively advantaged, but 35% of the Paraparaumu Central population live in neighbourhoods of NZDep 7 or higher, relatively close to Coastlands. His data shows high rates of alcohol-related harm among residents of the Paraparaumu Central area. Those figures describe people in this community.

[29] The Committee finds that the locality is not uniformly vulnerable. It is a major commercial and retail centre in a town that is mostly relatively advantaged, with neighbourhoods of higher deprivation close by, services for vulnerable people within a few hundred metres, and high rates of alcohol-related harm among the people who live around it. Those features call for care in the sale of alcohol from the premises.

The record under the licence

[30] On 03 October 2016 the store manager signed, for the licensee, an undertaking "to prohibit the sale of single bottles or cans of mainstream beer (such as those in 330ml servings)". It excepts "boutique or craft beers, or appropriate products (those that are not likely to encourage excessive or inappropriate consumption) intended to be sold individually (such as in servings of 500mls or more)". The licensee has not withdrawn it, and the Committee finds that it remains in place. The undertaking gives 330ml servings as its example of what is prohibited and servings of 500ml or more as its example of what is permitted, which fits Mr Radich's evidence that it was aimed at 330ml packs being broken open and sold as singles. The single cans in the inspector's photographs hold 500ml or more, within the undertaking's example of what is permitted, and the Committee draws nothing against the licensee from them.

[31] By decision of 22 July 2026, the Alcohol Regulatory and Licensing Authority (the Authority) suspended the licence for five days in August 2026 for the sale on 03 February 2026, on agreed facts.[10] It is the first negative holding at the store since 2015.[11] The inspector also records a duty manager unavailable in a meeting in November 2025, a managers' register out of date in January 2026, and a complaint in December 2022 of a sale to a person who was visibly intoxicated. When the inspector asked to see the footage, she was refused on privacy grounds and told she would need the exact time and date and a description of the people involved. She asked the person who made the complaint for those details, and the complaint went no further when they were not provided.

[32] The licensee does not dispute Ms Allen's account, or Ms Hewlett's account of the deliveries of 01 August and 23 November 2025, and the Committee accepts both. At the hearing Mr Radich disputed Ms Hewlett's account of 16 November 2025. He said the licensee had seen several versions of the footage of that delivery, but he did not say what

[10] *New Zealand Police v General Distributors Ltd* [2026] NZARLA 225 at [1]–[2] and [8].

[11] *Sargent v General Distributors Ltd* [2015] NZARLA 496–497 at [5]–[6], and *Police v General Distributors* at [9].

in it contradicts her account. His rebuttal evidence said the facts of her deliveries were not in material contention, and at the hearing he said the licensee had acted against the driver for not following its policy, and that the driver no longer works for it. Ms Hewlett gave evidence on affirmation, was in the house and heard the exchange, and her account did not change in answer to the Committee's questions. The Committee is reasonably satisfied that the delivery happened as she describes. It gives no weight to the Police proceedings about her deliveries, which were withdrawn before the Police filed their evidence, and her evidence stands without them.

[33] Mr Radich's rebuttal suggested that the inspector and the Police may have manufactured a complaint to press the licensee into accepting a condition, and counsel confirmed at the hearing that the allegation was put. The allegation rests on the Police having received Ms Hewlett's statements through the inspector. That does not show that the complaint was manufactured, and the Committee rejects it.

The criteria

[34] Under s125, an off-licence may be renewed only if the premises remain premises for which an off-licence can be issued. The premises remain a supermarket of more than 1,000m^2 within s32(1)(e). The Committee has had regard to each criterion in s131(1), although it need not refer to every piece of evidence or every argument,[12] and it takes the object of the Act last.

[35] Several criteria call for little comment. There is no local alcohol policy (LAP) in force for the district. No party raised the days and hours of sale, which remain from 7am to 10pm, or the other goods and services the licensee sells. The inspector found the design and layout of the premises satisfactory, and her concern about defining the licensed area is resolved by agreement. None of these matters weighs against renewal.

Suitability: s105(1)(b)

[36] The inspector says the licensee is suitable only with the conditions she seeks. The Medical Officer says, in his report and in his brief, that the locality calls for enhanced suitability, and that single sales fall short of it. At the hearing, however, Dr Palmer said his report had not opposed on suitability, although it does, and he did not press the point. The Police raise concerns but do not say that the licensee is unsuitable. The licensee says the agencies accept that it is not unsuitable, and that the real dispute is about the conditions.

[37] Suitability is assessed in context, including the nature of the business, its location, and the features of the surrounding community.[13] The vulnerability of an area may raise the threshold.[14] However, suitability is not an avenue for wider concerns about the potential of the licence to contribute to harm, which the other criteria address.[15] Suitability to

[12] *Cunningham v TK Spirits Ltd* [2026] NZHC 512 at [52].

[13] *Singh 13* at [74].

[14] *Lower Hutt Liquormart* at [65].

[15] *Singh 13* at [76]–[77] and [79].

operate one premises does not establish suitability to operate another, and a licensee that downplays incidents at its premises gives reason to doubt its suitability.[16]

[38] The licensee's systems are national, and evidence of how they operate elsewhere matters only so far as it shows how they operate here.[17] The compliance visits Sergeant Leuluai described at the hearing show lapses at two other stores, not at this premises, and the Committee gives them little weight. The sale of 03 February 2026, which the licensee accepted, is weighed under the manner of sale.

[39] The Police asked for the footage of the sale on 03 February 2026, and the licensee did not provide it. Mr Radich said that early communications went astray, and that the store referred the request to the licensee's loss prevention team, as its procedures require. In suspending the licence, the Authority recorded its concern that the apparent refusal was an offence and a breach of s267, though it had not heard from the licensee on the point. It warned that it would deal very firmly with licensees who do not comply with their obligations under that section.[18] The licensee's position has not changed. Mr Radich relies on its obligations under the Privacy Act 2020 to its staff and customers and on an approach that he says was agreed with Police National Headquarters. He says a production order is readily obtained, and that the breath alcohol reading, high enough to establish intoxication, left the footage of limited value.

[40] Those reasons do not answer the concern. A viewing does not give an investigating agency the evidence it may need, and the value of footage is, in the first instance, for that agency to judge. The agencies and the Committee are equipped to deal with any privacy concerns, and the agencies are bound by the Privacy Act 2020. That a copy may be used against the licensee's staff is not a reason to withhold it, and the ease of obtaining a production order does not make one a fair precondition. Whether the approach breaches s267 is not for this decision. It matters here for what it shows about how the licensee will deal with the agencies, and the evidence does not show that it prevented the investigation of a matter at this premises. The 2022 complaint went no further when the person who made it did not provide the details needed to find the footage. The Committee gives it limited weight on suitability.

[41] The licensee disputes only one of the delivery incidents, and even then it acted against the driver. However, it learned of Ms Allen's delivery only when her statement was filed, and by the hearing the licensee had not yet looked into it. Mr Radich's views of the law are of more concern. He said that no check is required at collection, and that handing the groceries to a minor while a parent is in the house is not delivering alcohol to a minor. Both views are mistaken.

[42] Supplying alcohol from the premises to a person under the purchase age is an offence under s239(1), however the alcohol was sold, and an online declaration is not one of the defences in s239(6) and (7). s239(8), which protects a seller whose buyer passes alcohol on to a minor, does not assist, because it is the licensee's staff or driver who hands the

[16] *Patels* at [216], and *Sogi* at [272] and [274]–[276].

[17] See *Savage v Mellow Spirits Ltd* [2025] NZARLA 405–406 at [49].

[18] *Police v General Distributors* at [4]–[7].

alcohol over. Under s59(4), a licensee that follows the procedure in reg 14(2) of the Sale and Supply of Alcohol Regulations 2013 (the Regulations) takes reasonable steps to verify the buyer. That applies to the buyer only, and the licensee cannot know whether the person at collection or at the door is the buyer without checking. Further, following a procedure does not by itself fulfil the object of the Act. A licensee may follow every procedure and still hand alcohol to a minor.

[43] Mr Radich's view about the minor at the door matters most, because he develops the licensee's policy and training. Nevertheless, the licensee's policy is better than his view of the law, and the gap at the door is a risk at one point of supply, which goes to the licensee's systems and the manner of supply, not to its suitability.

[44] A licensee is entitled to oppose a condition it considers unwarranted and to have the Committee decide it, so its refusal of the proposed conditions does not of itself show a want of suitability.[19] The Medical Officer's view that single sales fall short of the suitability the locality calls for is a concern about the licence's potential to contribute to harm, not about the licensee's suitability. The licensee has kept to the undertaking it gave for this store in 2016, and nothing in the evidence suggests that it does not understand or engage with the community around the premises, which matters where a community is vulnerable. As such, whether or not the locality raises the threshold, the licensee meets it.

[45] The Committee is satisfied that the licensee remains suitable to operate the premises.

Systems, staff, and training: s105(1)(j)

[46] The inspector's report says the licensee's systems are not appropriate, relying on the role of the duty manager, the supervision of collection and delivery, the website, and the managers' register. The licensee says its systems exceed what the Act requires.

[47] At the checkout and at collection the licensee's systems are appropriate, on Mr Radich's evidence of what they require (see [15] and [17] above). No one who runs the store gave evidence. Mr Radich can say what the licensee's systems require, from his national oversight of its stores. A duty manager or the store manager could say from daily experience how the systems work here, such as where the duty manager is when alcohol is sold and whether staff make the checks the policy calls for. The Committee accepts Mr Radich's account of how those systems are designed to work, because nothing in the evidence contradicts it. Should the licensee come before the Committee again, the Committee will expect it to call someone who runs the store.

[48] Mr Radich said that, very rarely, an experienced self-service attendant booked on the qualifying training may relieve a supervisor for a day. That sits uneasily with his evidence that alcohol sales are authorised by a qualified person, but given how rarely it happens, the Committee gives it little weight. The out-of-date managers' register is a lapse in administration that the licensee must put right. The inspector's report also records

[19] See *Wellington District Licensing Inspector v Kamer Holdings Ltd* [2026] NZARLA 140 at [19] and [22]–[24], where a licensee that would not agree to a single sales condition was still found suitable.

comments from applicants for managers' certificates at the licensee's supermarkets in the area, and says that some applicants for the premises had very limited experience. The comments are not attributed to this store and could not be tested, and an applicant's experience is tested when the application is decided. Neither shows that the store's systems are inadequate.

[49] The inspector's report also relies on *Tanner v General Distributors Ltd*, in which the Authority found that the licensee's model of supervision, with the store manager acting as duty manager, diluted the duty manager's role.[20] A duty manager may have other functions, but the more of them the manager has, the less the manager can attend to their core responsibilities. s214(4) requires the licensee to take all reasonable steps to enable the manager on duty to meet those responsibilities. Mr Radich said that the store manager is sometimes the duty manager, and that when meetings intervene the second in charge takes the role.

[50] In November 2025 the duty manager here was unavailable in a meeting when the inspector called, although she was then told he was available. Mr Radich said that a duty manager may spend between 15% and 70% of a shift at the checkouts, and that other tasks include managing breaks and filling shelves. Those demands show the risk *Tanner* describes, and the November 2025 occasion is an instance of it. But on earlier inspections the duty manager attended within two to three minutes of being called, and Mr Radich said the duty manager now spends more time circulating and a further layer of supervision has been added at the checkouts. The evidence does not show that the role is diluted at this store.

[51] The procedure declared in reg 14(2) of the Regulations for an internet order asks the buyer to declare that they and any prospective receiver are 18 or over. It asks for the declaration on first entering the site and again immediately before the sale is completed. Whether or not the licensee follows it to the letter and so has the benefit of s59(4), the steps it takes to verify the buyer are reasonable. A declaration asked when alcohol is added to the cart falls on the person who is then a prospective buyer of alcohol, it is asked again at checkout, and, on the evidence at the hearing, no alcohol can now be bought without both.

[52] The check at the door on delivery is a different matter. Drivers are told to check identification, and Mr Radich said they receive separate national training that covers intoxication checks. The inspector's note of her inspection in June 2025 reads "Deliveries are occurring, staff are trained". However, the licensee did not produce the driver training, so the Committee cannot assess what drivers are taught about the check at the door. The deliveries in evidence show that the check was not made.

[53] Taken together, the sale of 03 February 2026 (see [68] below), the duty manager unavailable in a meeting, the out-of-date managers' register, and the checks not made at the door show systems that are sound in design but uneven in practice at this store. Away from the door, that does not make them inappropriate, but practice at this store calls for

[20] *Tanner v General Distributors Ltd* [2018] NZARLA 86–87 at [68]–[70].

closer attention than its systems on paper suggest. At the door, the unevenness goes further, because the licensee's systems have not secured the check its own policy requires.

[54] The licensee has appropriate systems, staff, and training to comply with the law, except at the door on delivery.

Amenity and good order: s131(1)(b)

[55] The Committee must form an opinion on whether the amenity and good order of the locality would be likely to be increased, by more than a minor extent, by the effects of a refusal to renew. In doing so, it has regard to current and possible future levels of noise, nuisance, and vandalism, as s106(2) directs. That involves a view on the contribution, or likely contribution, of the premises to the amenity and good order of the locality. It calls for an evidential basis, not proof of a direct causal link.[21]

[56] No party opposes renewal on this ground. The inspector's report records no noise at the premises and a well-kept exterior, together with drinking, begging, and trespass around Coastlands that centre security and the Police deal with, which are not shown to come from alcohol bought at the premises. Nor do Mr Hopkins's evidence of people living in vehicles and drinking around Coastlands, the railway station data, or the Police data for the area within a kilometre link what they describe to the premises. Ms Bliss's opinion addresses the effect of renewal, not of a refusal, and Dr Palmer leaves good order to the Police and does not take the lead on amenity. The Police records of theft from the premises go to the store's security, and no party relied on them in closing.

[57] The Committee is not of the opinion that a refusal would be likely to increase the amenity and good order of the locality by more than a minor extent.

Matters in the reports: s105(1)(k) and s131(1)(c)

[58] Most matters in the reports are dealt with under other criteria, and the Medical Officer's general point that off-licences contribute to alcohol-related harm is considered under the object of the Act. Two matters remain, the MoU the inspector relies on and the undertakings sought.

[59] A licensing body may not impose a condition as a matter of course, and a strategy applied across a region does not, on its own, show why a condition is warranted at particular premises.[22] Under s295(b) the agencies must work together on strategies to reduce alcohol-related harm, and the Authority has said that their efforts are appreciated. A strategy may lead the agencies to seek conditions, but only a licensing body may impose one, under s116(1) or s117. It may do so on the licensee's agreement or on a proper evidential basis, and either way the condition must be reasonable.[23]

[21] *Singh 13* at [101], and *Cunningham* at [44].

[22] *Medical Officer of Health v G & B Hasler Ltd* [2018] NZHC 1208 at [71], and *Savage* at [70].

[23] *Savage* at [79]–[80].

[60] The Act's means for a district-wide policy on single sales is a LAP, adopted after public consultation, and the district does not have one.[24] A condition may still be imposed where the evidence at the premises warrants it, but without that evidence a condition sought under the strategy would give the strategy the effect of a policy made without that process.[25]

[61] In closing, the Police say the MoU was not offered as evidence, or as if it were a LAP. The Medical Officer's submission that declining the condition would undermine the agencies' strategy is a reason about the strategy, not about this premises. So is the agencies' point that the condition would level the playing field, because most off-licences in the district have accepted it. Single sales were discussed with Mr Radich at a regional meeting in April 2025, and the Medical Officer's closing says he agreed there to a single sales condition. The inspector's report records only that he would be happy to be "the first cab off the rank" if shown that other supermarkets had agreed. That is not an agreement, and the Committee finds none.

[62] Ms Bliss accepted that the agencies developed the MoU largely without consulting licensees. She put the conditions to the licensee on 02 July 2025, before the MoU was final, and the licensee first saw it when it was released under the Local Government Official Information and Meetings Act 1987. The Authority has recognised the power imbalance between the agencies and licensees, and has said that pursuing a strategy's condition to a hearing whenever a licensee does not agree is likely to be problematic.[26] Here the single sales condition came to the hearing on the strategy and on general evidence of risk, and the Committee has decided it on the evidence about this premises. The MoU explains why the agencies seek the conditions, but it does not bind the Committee, it is not evidence about this premises, and it does not on its own warrant either condition.

[63] The inspector's report sought three undertakings, on single sales and discounting, on unattended deliveries, and on the use of couriers, which the closings do not pursue. An undertaking is given by a licensee, not imposed by the Committee, and this licensee has not given them. The 2016 undertaking stands apart, because the licensee gave it. The absence of the undertakings sought does not weigh against renewal.

[64] Neither matter weighs against renewal.

Manner of sale, display, advertising, and promotion: s131(1)(d)

[65] The inspector and the Medical Officer rely on the sale of cheap single units as adding to the risk of harm in this locality. The sale on 03 February 2026 and the deliveries to two minors also bear on the manner in which the licensee has sold and supplied alcohol. The licensee says the single cans are not high strength, and it accepted the February breach.

[24] s75(1), s77(1)(f), s79 to s81, and *Huntly Grocer Ltd v Waikato District Council* [2025] NZARLA 167 at [55].

[25] *Capital Liquor Ltd v Police* [2019] NZHC 1846 at [63], *Hasler* at [71], and *Huntly Grocer* at [54]–[55].

[26] *Savage* at [78]–[80].

[66] The Committee has regard to the manner in which the licensee has sold and supplied, displayed, advertised, or promoted alcohol, for what it shows about the risk of renewal (see [13] above).

[67] None of the single units the inspector found was at or above high strength. The licensee's policy on mainstream high-strength beer, which is drawn on strength, permits them, and the 2016 undertaking does not prohibit them. The inspector's photographs also show single cans with shelf labels marking them as on special or at a low price. No party argued that the promotion was irresponsible, and the Committee makes no finding on it. In this locality, however, cheap single units are part of the risk, because they make alcohol more affordable for people who are homeless, in hardship, or dependent, and discounting makes them cheaper still. That goes to the risk in this locality, which the Committee considers under the object of the Act and the single sales condition, rather than to a failing in how the licensee has sold single units.

[68] The sale on 03 February 2026 was a serious lapse of the kind the store's systems exist to prevent, and the Authority has penalised it. The Committee does not, and cannot, penalise it again. As the first negative holding at the store since 2015, and one the licensee accepted and answered by retraining the store's staff on the signs of intoxication, it does not show a continuing risk.

[69] The deliveries are different. Alcohol from the premises was handed to two minors at the door, and no one asked their age. That is a failure in the manner of supply, confined to delivery. It is the same failure found under systems, and the Committee counts it once. Unlike the February sale, nothing shows that the risk has been dealt with. The licensee acted against one driver and changed its policy on unattended deliveries, but neither deals with alcohol handed to a young person who answers the door. No driver training was produced, Ms Allen's delivery had not been looked into by the hearing, and Mr Radich does not accept that handing alcohol to a young person while a parent is at home is supplying a minor. The supply at the door weighs against renewal.

[70] Apart from the supply at the door, the manner in which the licensee has sold and supplied alcohol does not weigh against renewal.

The object of the Act

[71] The Medical Officer says, in his report, that the licensee is not selling alcohol safely and responsibly and is not meeting the second limb of the object, and, in his brief, that there is no evidence that harm in Paraparaumu is being minimised. The inspector's report relies on the object as a ground of opposition, and the Police say that leaving alcohol unattended is not safe or responsible supply. The licensee says the evidence of harm is too general to identify a risk at this store.

[72] The object of the Act, in s4(1), has two limbs:

(a) the sale, supply, and consumption of alcohol should be undertaken safely and responsibly; and

(b) the harm caused by the excessive or inappropriate consumption of alcohol should be minimised.

It is a criterion in its own right, read with the purpose of establishing a reasonable system of control, and the Committee must be satisfied on both limbs.[27] The harm in the second limb is what the Act calls alcohol-related harm. It includes any crime, damage, death, disease, disorderly behaviour, illness, or injury that the excessive or inappropriate consumption of alcohol directly or indirectly causes or contributes to, and any harm to society or the community that follows from them (s4(2) and s5(1)). Where renewal carries a real risk of that harm, the harm must be minimised, meaning reduced to the smallest possible degree.[28] Minimising harm is not the same as eliminating it, and because the system is reasonable, its operation must be proportionate.[29]

[73] The assessment under the object is one of risk.[30] The Committee asks what alcohol-related harm the evidence shows, how serious and how likely it is, and whether it can reasonably be inferred that the premises contribute to it.[31] Concerns about the licence's potential to contribute to harm in the community, which are not matters of suitability, are weighed here. If the premises are implicated, the Committee asks whether renewal is capable of meeting each limb. Findings on the other criteria inform that question but do not answer it, and compliance with the law is not enough.[32]

[74] On Dr Palmer's figures, residents of the Paraparaumu Central area have some of the highest levels of alcohol-related emergency presentations and hospital discharges in the country, out of proportion to its population, and 16 years of discharge data show no discernible fall. Much of the harm is among older people. His evidence is that hazardous drinking is more prevalent in more deprived neighbourhoods, and the more deprived neighbourhoods here lie close to Coastlands. Ms Ika describes alcohol harm as a recurring feature in the lives of many of the people The Salvation Army supports in Paraparaumu. Mr Hopkins describes people living in vehicles and drinking around Coastlands, and Coastlands management told the inspector of drinking and begging in and around the centre. The Committee finds that alcohol-related harm in this locality is moderate to serious and continuing.

[75] It can reasonably be inferred that the premises contribute to that harm. They are one of two supermarkets in Coastlands, at the centre of the locality, and on Dr Palmer's evidence supermarkets are the source of at least 31% of all alcohol supplied by volume. The Medical Officer's general point that off-licences contribute to alcohol-related harm applies to them in that way. The data records harm by where patients live, so it cannot show how much of the harm involves alcohol from this store, but linking particular harm

[27] *Woolworths New Zealand Ltd v Auckland Council* [2023] NZSC 45 at [83], and *Singh 13* at [6], [116]–[117] and [135].
[28] *Singh 13* at [7] and [138].
[29] *Woolworths v Auckland Council* at [83] and [85], and *Birthcare* at [115]–[117].
[30] *Lion Liquor* at [43].
[31] *Lion Liquor* at [53], and *Hawkes Bay Medical Officer of Health v Parizara Ltd* [2019] NZARLA 98 at [114].
[32] *Singh 13* at [117] and [135].

to the store is not required.[33] The store also sells cheap single units, and it delivers alcohol into homes, where it has twice been handed to minors. Renewal therefore carries a real risk of harm, general across the locality and specific at the door, and that harm must be minimised. The licensee says the evidence is too general, but that goes to how the harm should be minimised, not to whether it must be.

[76] On the first limb, the question is whether alcohol can be sold, supplied, and consumed safely and responsibly from this premises. At the checkout and at collection the checks for age and intoxication are sound, and the sale on 03 February 2026 was a lapse the licensee accepted and answered. At the door, alcohol was left unattended and twice handed to minors without a check. That is not safe or responsible supply, as the Police say. The licensee's policy is now that alcohol is not left unattended, and the failure to check lies in practice, not in its policy, which already requires the check. Its staff make the same check at collection, its drivers hold the age-restricted goods qualification, and on Ms Allen's later delivery the driver pointed out the restricted item. The failure at the door is real, and nothing yet shows it has been dealt with. But it is confined to one point of supply. Renewal is capable of meeting the first limb.

[77] On the second limb, the question is whether the harm to which the premises contribute can be minimised on renewal. The licensee has removed high-strength single cans from its stores, re-bundles smaller mainstream beers into four-packs, has kept to the 2016 undertaking, and checks for age and intoxication at the checkout and at collection. Those measures go to the ways in which sales from the store can feed excessive or inappropriate drinking, by keeping alcohol from minors and intoxicated people and keeping cheap high-strength and broken-pack singles off the shelves. At the door, the licensee's own policy already requires the check that was missed. The Medical Officer says that harm in Paraparaumu is not being minimised. That concern is about harm across Paraparaumu from every source, and it does not show that the premises' share of that harm cannot be minimised. Renewal is capable of meeting the second limb.

[78] Standing back, the harm in this locality is moderate to serious, and the premises are part of the risk, generally as a large seller at its centre and specifically at the customer's door. The licensee's measures go to the general risk, and the risk at the door lies in practice at one point of supply. Neither is a reason to refuse, and whether the conditions sought would reduce either risk further is a question for Conditions.

[79] The Committee is satisfied that renewal is capable of meeting the object of the Act.

Conditions

[80] Under s132(1), on renewal the Committee may impose any condition it could impose on issuing the licence, must impose any condition it would be required to impose, and may vary or cancel existing conditions. s116(1) sets out the kinds of discretionary condition that may be imposed on an off-licence, and s117 allows any other condition that is

[33] *Lion Liquor* at [64] and [70], and *Singh 13* at [138].

reasonable and not inconsistent with the Act. Either way, a condition must be reasonable having regard to the object of the Act.[34]

[81] Conditions 1 to 5 and 7 to 9 of the current licence continue without change of substance, and no party raised them. s116(2)(c) requires every off-licence to state a place on the premises at which drinking water is to be freely available to customers while alcohol is supplied free, or sold, as a sample. The current licence does not, although the licensee's application says that drinking water will be freely available at its free tastings. The Committee imposes the condition as condition 12, stating the place by description in terms that match the application.

The single alcohol area

[82] Under s112(2), on renewal the Committee must impose a condition describing one area of the premises as the permitted area for the display and promotion of alcohol. The existing condition expires (s112(3)).

[83] The licensee seeks no change to the area, and the inspector's opinion is that it complies. Having regard to the purpose in s112(1), the Committee describes the area in condition 6, and its opinion under s113(5) is set out in order c. The current plan ordered below will mark the area as shown on the plan approved on 05 September 2023.

Agreed conditions

[84] Agreement does not relieve the Committee of being satisfied that a condition is reasonable.[35] By joint memorandum of 08 September 2026, the licensee and the inspector agreed two new conditions. The first requires a manager to be on duty within the licensed area whenever the premises are open for the sale and supply of alcohol (condition 10), and the second identifies the licensed premises by an approved plan (condition 11). They also agreed that the licensed area is the ground floor, excluding any upstairs offices and break rooms, and that condition 6 already describes the single alcohol area. Both conditions are imposed under s117.

[85] Condition 10 replaces the "at or nearby the point of sale" wording the inspector had sought, and she accepts it. The Committee is satisfied that condition 10 is reasonable. The store is large, alcohol leaves it through several channels, and, as the inspector accepts, it is hard for one duty manager to be at every point of sale and supply at once. Qualified staff authorise alcohol sales at the checkouts, and the condition keeps a manager within the licensed area whenever alcohol is sold, free to go where supervision is needed within it.

[86] The plan filed with the joint memorandum for condition 11 is the 2023 floor plan. It marks the licensed area with a blue boundary around the ground floor of the building, and shows the three pickup bays in the car park outside that boundary. Mr Radich said the bays are not part of the licensed area, and Ms Bliss was unsure whether they should be.

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[34] *Gadoochi Brewing Ltd v Invercargill District Licensing Committee* [2025] NZARLA 392 at [20]–[22] and [30].

[35] *Huntly Grocer* at [52]–[54].

[87] The Committee finds that the bays are not part of the licensed premises. Orders collected there are sold online and paid for when they are picked, so the bays are where alcohol is supplied, not sold. s18(1) allows an off-licence holder to sell alcohol on or from the premises and deliver it somewhere else, so the licence covers supply at the bays without the bays being part of the premises. The licensee's obligations still apply there. Supplying alcohol at the bays to a minor or an intoxicated person is an offence under s239(1) or s248(1), just as it would be inside the store. Because condition 10 keeps the manager inside the licensed area, supply at the bays depends on the checks staff make at collection.

[88] The Committee approves the licensed area the licensee and the inspector agreed, as the blue boundary marks it. The legend on the filed plan calls the single alcohol area the "Alcohol licensed area", which confuses the two. As such, the Committee orders the licensee to file a current ground-floor plan marking the licensed area and the single alcohol area, each correctly described. That plan becomes the plan conditions 6 and 11 refer to.

Disputed conditions

[89] A condition need not have the licensee's agreement, and it need not rest on research.[36] Without agreement, however, there must be a proper evidential basis showing that the condition is reasonable.[37] That basis need not show that the conduct the condition addresses causes harm. It is enough that the evidence shows a real risk of harm, which may be a future one, and implicates the premises in it.[38] The condition must relate to this licence, and the Committee asks whether there is a rational and proportionate connection between it and that risk, weighed against all the relevant circumstances.[39] A condition that secures only a marginal benefit would not ordinarily be a proportionate response, or reasonable.[40]

Single sales

[90] The inspector and the Medical Officer, with Police support, seek a condition that there be

> No single sales of beer, except for craft beer, in containers of 500mls or less in volume

The inspector puts the risk as cheap mainstream single cans, which she says sell for as low as $3.69, says that no store-specific evidence is required, and points out that the licensee itself removed products the agencies identified as harmful without such evidence. The Medical Officer relies on the harm in the Paraparaumu Central area and on the precautionary principle. The licensee says it sells few mainstream single beers, none of them high strength, and that the evidence of harm is too general to identify a risk the condition would abate.

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[36] *Savage* at [79], and *National Brands Ltd v Alcohol Regulatory and Licensing Authority* [2025] NZHC 3980 at [76].

[37] *Gadoochi* at [33], and *Savage* at [73] and [79].

[38] *Birthcare* at [113], *Lion Liquor* at [64], [68] and [70], and *Singh 13* at [138].

[39] *Vaudrey* at [104](a)–(g), *Hasler* at [71], and *Savage* at [70].

[40] *Vaudrey* at [104](e) and (f), and *Kamer* at [76] and [82].

[91] The condition would prohibit the single sale of mainstream beer in containers of 500ml or less, which at this store means single 500ml cans at around 5%, as in the inspector's photographs, because smaller mainstream beers are re-bundled into four-packs. It would not apply to larger containers or craft beer. The evidence of risk is of two kinds. The locality calls for care, because people at risk live and are served close to Coastlands. Ms Ika says that cheap single units make alcohol more affordable for people who are homeless, in hardship, or dependent, and Mr Hopkins says they add to the risk of alcohol-related harm among people who are homeless. The Committee accepts that evidence.

[92] The evidence of what the condition would achieve is thinner. The licensee's sales figures, which the Committee does not publish, show that the store sells few single beers in containers of 500ml or less.[41] The licensee produced those figures only at the Committee's request, and under an order protecting them, so the agencies could not have known them when they sought the condition. Dr Palmer said the evidence for the condition was outside his scope, Ms Ika's figures are for Paraparaumu as a whole, and Mr Hopkins did not link the problems he described to the premises. One of the comments from applicants for managers' certificates that the inspector records concerns single sales, but like the others it is not attributed to this store.

[93] The Committee does not require the agencies to prove that single sales at the store cause harm, or to trace particular harm to it. It accepts that cheap single units carry a real risk of alcohol-related harm in this locality. The question is how far this condition would reduce that risk. Because single units bear most heavily on the people at risk who buy them, that turns on how many cans it would take out of sale, not on their share of the store's trade. Dr Palmer's data records harm by where patients live, not by where or in what form they obtained alcohol, so it cannot answer that question. The argument in the Medical Officer's closing, that pensioners are more likely to buy single units, was not made in evidence, and the Committee does not rely on it. The condition would add to the licensee's own measures only by taking single 500ml mainstream cans out of sale, and the store sells few of them. On the evidence at this hearing, its benefit would be no more than marginal.

[94] That finding accords with *Kamer*. Even counting every single the store sells, whether bought on its own or as part of a larger shop, the store sells fewer of those cans than the bottle store in that case sold as single units on their own. There the inspector and the Medical Officer of Health were concerned only with singles bought on their own. The district licensing committee allowed for the effect of those sales on the vulnerable people who buy them, and the Authority agreed that a single sales condition would secure no more than a marginal benefit.[42]

[95] The agencies rely on the precautionary principle, and the Police submit that the Committee may act to reduce reasonably foreseeable risks. The principle means the Committee need not be sure that a condition will work, and may impose a condition to

[41] Confidential information produced by the licensee on 07 September 2026, stated as a conclusion only. See the minutes of 09 and 14 September 2026.

[42] *Kamer* at [78] and [80]–[82].

test whether a possible benefit is real.[43] It is a discretion, and it helps where the risk of harm is uncertain.[44] Here the risk of harm is accepted, and the number of cans the store sells sets the limit of what the condition could achieve. The principle cannot lift its benefit above that. Foreseeability is the same. It shows that the risk is real, as the Committee accepts, but not how much the condition would reduce it.

[96] The low cost to the licensee, which the inspector stresses, counts in favour of the condition, but not enough to outweigh how little it would achieve. Mr Radich said that removing high-strength single cans came at a cost to the licensee, and the Committee recognises that step. That choice does not mean a condition may be imposed on the same basis. A licensee may do more than the Act requires, and the Committee encourages it to.

[97] Because the condition would secure no more than a marginal benefit at this store, it is not a proportionate response to the risk the evidence shows. The Committee shares the concern about cheap single units in a locality like this and declines the condition because it would achieve little at this store, not because the concern is misplaced.

Delivery

[98] The inspector, with Police support, seeks a condition with two limbs, requiring that

(i) all deliveries of alcohol must be signed for by a person aged 18 years or older, and

(ii) signs of intoxication on the part of the recipient would result in non-delivery.

The inspector says the licensee's own policy requires identification checks that have not been made. The Police say that leaving alcohol unattended verifies no one's age, and that human error is no reason to decline a condition when mistakes have already occurred. The licensee says its online declarations already go further than the Regulations require, and that a condition going further still is an overreach. It compares the condition with its own policy of asking anyone who looks under 25 for identification, which also goes beyond the law, and says that either, if made a condition, would expose it to enforcement for conduct the legislature does not require.

[99] s59(3) requires a licensee selling alcohol remotely to take reasonable steps to verify that the buyer is not under the purchase age and, "if a person other than the buyer is to receive it", to verify that the receiver is not. Under s59(4), a licensee that follows the procedure in reg 14(2) of the Regulations takes reasonable steps to verify the buyer. That applies to the buyer only, although reg 14(1) describes the procedure as reasonable for the purposes of s59(3). For a receiver who is not the buyer, the question is whether the steps taken were reasonable. A declaration made when the order was placed is relevant to that question, but it does not settle it.

[100] The risk has occurred at this store. Alcohol delivered from the premises was handed to Ms Allen's 16-year-old son and to Ms Hewlett's 15-year-old daughter, and no one asked

[43] *My Noodle Ltd v Queenstown-Lakes District Council* [2009] NZCA 564 at [74], *Woolworths v Auckland Council* at [84], and *Capital Liquor* at [64]–[66].

[44] *Parizara* at [115].

their age (see [32] above). Both parents gave evidence of what happened at their own door, and their evidence shows the risk the condition addresses.

[101] The door is the point of supply for a home delivery. The licensee's answer relies on its customers' instructions and declarations, and that does not meet the risk there. Alcohol left unattended goes to whoever takes it in, and no one's age is checked. The website notice and Ms Allen's later delivery show that the licensee has changed its policy on unattended deliveries. That change does not deal with alcohol handed to a young person at the door.

[102] Alcohol handed to a young person who answers the door is supplied to that young person, whether or not a parent is in the house. A declaration made when the order was placed cannot verify the age of whoever answers the door. In the Committee's view, that young person is a receiver whose age the licensee must take reasonable steps to verify under s59(3), and a customer cannot take that duty on for the licensee. However s59(3) is read, supplying alcohol to a person under the purchase age is an offence under s239(1), and the Act requires that risk at the door to be minimised.

[103] The licensee's existing measure is that the driver checks at the door. That evidence came only from Mr Radich (see [47] above), and no one from the delivery service gave evidence. The only written instruction in evidence is that "delivery drivers must check ID on delivery", in the policy and training document attached to the application. Mr Radich described the check as asking for identification from anyone who appears under 25, while saying that the law does not require it. Whether or not condition 8 binds the licensee to that instruction, as a step proposed in its application, neither says what the check involves, and the instruction did not secure the check at the door.

[104] A condition specific to delivery gives the licensee, its contractors, and the inspector a clear standard at the door. The first limb requires that the person who signs for the alcohol be 18 or over. The driver can only make sure of that by checking, which the licensee's staff already do at click and collect and direct to boot. With the condition in place, every point at which the store supplies alcohol carries the same checks.

[105] The Committee may impose the condition under s116(1)(a).[45] It allows conditions prescribing the steps a licensee must take to ensure that the Act's provisions on the sale of alcohol to prohibited persons are observed. That power applies at the door as it does at the checkout. A condition of that kind will usually ask more than the Act itself, so it is no answer that this one goes further than s59(3). Its cost is small, because the licensee's own policy already calls for an identification check.

[106] The second limb requires that alcohol not be delivered to a recipient who shows signs of intoxication. Those are the signs by which s5(1) defines an intoxicated person, so the limb applies when two or more are evident, the same test as at any other point of supply. No delivery from this premises to an intoxicated person is in evidence. But Mr Radich accepts

[45] The condition could equally be imposed under s117. A condition under s117 must be reasonable and not inconsistent with the Act, but no other provision of the Act limits the generality of the power (s117(2), and *J & C Vaudrey Ltd v Canterbury Medical Officer of Health* [2016] NZCA 539 at [68]).

that drivers check for intoxication under the same policy as the age check, and the deliveries show that policy was not followed at the door. That implicates the premises in this risk too. The second limb makes the intoxication check a term of the licence rather than a matter of policy. Because the first limb requires a signature, the driver must meet the person who receives the alcohol, so the two limbs work together.

[107] The licensee compares the condition to its policy of asking for identification from anyone who looks under 25. The comparison does not hold. That policy builds in a margin above the purchase age, and the condition does not. It requires only that the person who signs be 18 or over. It goes further than s59(3) by making that age a term of the licence, which is its purpose.

[108] The licensee says the condition exposes it to enforcement for its staff's mistakes. It is true that a condition can be enforced where a policy cannot. But that is the benefit of one where the policy has not secured the check at the door. A breach does not lead to a penalty as a matter of course, since under s280(5) and (6) the Authority makes an order only if one is desirable, and may instead give the licensee time to put the matter right. The licensee also says no evidence of harm was given to justify the condition. The condition does not depend on proof that harm followed these deliveries, because a real risk that implicates this premises is enough (see [89] above).

[109] The benefit of the condition is more than marginal. It puts a clear check on the face of the licence at the one point of supply where the evidence shows the check was not made, twice with minors. A condition does not of itself make every driver check. Nevertheless, it raises the stakes for the licensee when a driver misses the check, as Mr Radich's unwillingness to risk a suspension shows. That gives the licensee a reason of its own to train its drivers in the check and to see that they make it. Taken together, the two limbs are a reasonable and proportionate response to the risk at the door, at little cost to the licensee, and the condition is imposed as condition 13.

The result

[110] The licensee remains suitable, and its systems are appropriate except at the door on delivery. Apart from the supply at the door, no criterion weighs against renewal. The Committee is satisfied that renewal is capable of meeting the object of the Act. The agreed conditions and the drinking water condition are reasonable, and the delivery condition addresses the risk at the door. With the conditions imposed, the risk of harm the evidence shows is minimised, although not eliminated. The licence is renewed for a further three years from the end of its current term pursuant to s135(1). A shorter term is not needed. Because the renewal runs from 28 September 2024, the licence expires in September 2027, and the licensee's practice at the door will be tested when it next applies to renew, within a year.

[111] At the next renewal the licensee will need to show how it checks the age and sobriety of those who receive alcohol at the door, including the training its drivers receive and the records of that training. It will also need to show how it has responded to any request from an agency for CCTV footage.

Orders

[112] The Committee orders:

(a) Off-licence 45/OFF/041/2023, held by General Distributors Ltd for the premises at Coastlands Shopping Centre, Paraparaumu, known as Woolworths Paraparaumu, is renewed for three years. Under s122(6), the renewal takes effect at the close of 28 September 2024, when the licence's current term ended, and the licence expires at the close of 28 September 2027 unless an application to renew it is made before then.

(b) The licence is subject to the following conditions:

1. Alcohol is only permitted to be sold, supplied, or delivered, on or from the premises authorised by the licence.

2. No alcohol is to be sold or delivered on Good Friday, Easter Sunday, Christmas Day, or before 1 pm on Anzac Day.

3. No alcohol may be sold other than beer that complies with the appropriate New Zealand food standard for beer, or mead that complies with the appropriate New Zealand food standard for mead, or fruit or vegetable wine that complies with the appropriate New Zealand food standard for fruit or vegetable wine, or grape wine that complies with the appropriate New Zealand food standard for grape wine, or a food flavouring, prepared for culinary purposes, that is unsuitable for drinking undiluted.

4. Alcohol may be sold only on the following days and during the following hours: Monday to Sunday, 7am to 10pm.

5. The whole of the premises is undesignated.

6. The single alcohol area (the only permitted area for the promotion and display of alcohol) is defined on the plan approved by the District Licensing Committee under the decision renewing this licence, and encompasses the area defined as within the first aisle towards the eastern wall.

7. The licensee must ensure that the provisions of the Act relating to the sale and supply of alcohol to prohibited persons are observed and must display appropriate signs adjacent to every point of sale detailing the statutory restrictions on the supply of alcohol to minors and to intoxicated persons.

8. The licensee must implement and maintain the steps proposed in the application for the licence aimed at promoting the safe and responsible sale and consumption of alcohol, and minimising alcohol related harm.

9. A copy of this licence must be displayed at the principal entrance, which is defined as the entrance from Coastlands car park.

10. A properly appointed Certificated, Acting, or Temporary Manager must be on duty within the licensed area at all times when the premises are open for the sale and supply of alcohol.

11. The licensed premises situated at Coastlands Shopping Centre, Paraparaumu, are more precisely identified as outlined in the plan approved by the District Licensing Committee under the decision renewing this licence, displayed alongside this licence and held on DLC file OFF729.

12. Drinking water must be freely available to customers, while alcohol is being supplied free or sold as a sample on the premises, at each place where the sample is being supplied.

13. All deliveries of alcohol must be signed for by a person aged 18 years or older. Signs of intoxication on the part of the recipient would result in non-delivery.

(c) The Committee is of the opinion under s113(5) that the single alcohol area described in condition 6 is a single area, and that the premises are or will be so configured and arranged that it contains no part of an area through which the most direct pedestrian route passes between any entrance and the main body of the premises, or between the main body of the premises and any general point of sale.

(d) Within 20 working days after this decision is given, the licensee must file with the Committee a current plan of the ground floor of the premises, marking the licensed area as the ground floor, excluding any upstairs offices and break rooms, and marking the perimeter of the single alcohol area described in condition 6, as shown on the plan approved on 05 September 2023. Once date stamped as approved, that plan is the plan to which conditions 6 and 11 refer.

When this decision takes effect

[113] Under s211(6), this decision takes effect on the date it is given. The renewal itself runs from the end of the licence's current term. Under s153(2), the decision has effect during the time for appealing and, if an appeal is filed, while the appeal is pending, unless the Authority orders under s153(3) that it is not to have effect while the appeal is pending.

Right of appeal

[114] Any party to the proceedings who is dissatisfied with this decision, or any part of it, may appeal to the Authority under s154. Under s155, notice of appeal must be given within 10 working days after the date on which notice of this decision is given to that party, unless the Authority extends the time.

Dated at Raumati on 31 October 2026



Cr Bede Laracy
Chairperson
Kāpiti Coast District Licensing Committee

