

OIR: 2526/135

8 October 2025

[REDACTED]
[REDACTED]

Tēnā koe [REDACTED]

Request for Information under the Local Government Official Information and Meetings Act 1987 (the Act) (the LGOIMA)

Thank you for your email of **29 September 2025** requesting the following information:

1. *The date of construction and opening of the council crematorium on Ngarara Rd*

The crematorium building is not owned by Kapiti Coast District Council. It was opened in the latter part of 2007 or early 2008.

2. *The date (approx) operations there were leased out to a private firm*

The lease which commenced 1 November 2007 is for land only.

3. *Full details of the lease agreement, including payments, payment periods, expiry dates, cancellation clauses etc.*

The first lease was for five years only at an annual rental to begin with of \$700 including GST payable annually in advance. In 2010 the rental was increased to \$715.55 and in 2011 the rental was increased again to \$722 and remained at that rate until 2017.

During the period 1 November 2012 until 30 June 2018 the lease was “Held Over” until a new lease was issued commencing from 1 July 2018. The new term was for 20 years with one right of renewal for a further 20 years (final expiry 30 June 2058) at an annual rental of \$6,000 plus GST payable monthly in advance to be reviewed five yearly by market valuation. Current rental is \$6,630.00 plus GST.

Please note that any information provided in response to your request may be published on the Council website, with your personal details removed.

The cancellation provisions under the lease are –

The Lessor may (in addition to the Lessor's right to apply to the Court for an order for possession) cancel this lease by re-entering the Land at the time or any time afterwards:

- (b) **Failure to Pay Rent:** if any instalment of the Annual Rent is in arrears for 10 working days after the due date to pay and the Lessee has failed to remedy that breach within 10 Working Days after service on the Lessee of a notice in accordance with section 245 of the Property Law Act 2007;
- (b) **Failure to Perform:** if the Lessee fails to observe or perform any obligation under this lease (other than the covenant to pay rent) and the Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with section 246 of the Property Law Act 2007;

4. Any current communications on or around the crematorium and operations.

There have been no recent communications on or around the crematorium operations.

Ngā mihi,



Sean Mallon

Group Manager Infrastructure and Asset Management
Kaiwhakahaere Rōpū Anga me te Whakahaere Rawa