

DEED OF VARIATION TO LICENCE

Deed made on the 14 day of November 2012

BETWEEN KĀPITI COAST DISTRICT COUNCIL
Licensors

AND PAEKAKARIKI LAWN TENNIS CLUB INCORPORATED
Licensee

WHEREAS

- A. The Lensors and the Licensee entered into a Deed of Licence dated 5 November 2010 ("the Licence") in relation to the Land and the Building identified in the Second Schedule of that Licence; and
- B. The Lensors and the Licensee wish to clarify arrangements concerning access by the general public to the Land and the Building, and related provisions; and
- C. The Lensors and the Licensee have agreed to amend the terms of the Licence by way of this Deed of Variation of Licence:

THE LICENSOR AND THE LICENCEE HEREBY AGREE:

- 1. The terms of this Deed of Variation of Licence are adequate consideration for the amendments expressed herein.
- 2. Clauses 3.1(i), (ii) and (iii) of the Licence shall be deleted and replaced with the following clause:

3.1 Covenant to pay a Licence Fee

The Licensee will pay an annual licence fee of \$1.00, if demanded by the Lensors.

- 3. Clause 4 of the Licence shall be deleted and replaced with the following clause:

4. Use of Land and Building

4.1 Permitted Use

The Licensee will only use the Land and the Building for maintaining and administering the Paekākāriki Tennis Club and for tennis activities including community use of the tennis facilities. The Licensee acknowledges that a change in the permitted use as outlined in this clause 4.1 is expressly prohibited under this licence.

4.2 Subject to clause 17, the Licencee will have priority use to the Land and the Building as follows:

4.2.1 During the tennis season (commencing 1 October each year and concluding on Easter weekend in the following year, inclusive), priority use will be on Wednesdays, Saturdays and Sundays.

4.2.2 During the off-season (commencing from the end of Easter weekend each year to 30 September of that year inclusive), priority use will be on Sundays.

4.2.3 The Licencee will also be entitled to nominate statutory holidays when it requires priority use during the year, to hold scheduled club games, events and interclub events, by advising the Licensor in writing as far in advance as possible.

4.2.4 For the avoidance of doubt, "priority use" in this Deed means that the Land and Buildings will be locked and access shall only be through the Licencee's access gate.

4.2.5 During the Licencee's priority use days, where the Licensee is not using the Land and/or the Building for scheduled club games, events or interclub events, then the general public can obtain access to the Land and/or the Building by contacting the Licencee representatives, who shall not unreasonably withhold access. Public access to the tennis courts will at all times be through the public access gate.

4.3 On days that are not "priority use" days as set out in clause 4.2, the general public will have access to the Land and the Building, provided that the Licensor will secure the Land and the Building at night and access by the general public shall be managed by the Licensor.

4.4 The Licensee will display a sign, at the Licensor's cost, stating:

Paekakariki Tennis Courts

General public access is permitted on Mondays, Tuesdays, Thursdays and Fridays, and on days not otherwise required by the Club. Gates will be open during daylight hours.

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The Paekakariki Tennis Club is entitled to priority use of these facilities as follows:

- Sundays **all year round**; and
- Wednesdays and Saturdays **from 1 October each year to Easter weekend in the following year (inclusive)**; and
- Statutory holidays where required by the Club.

For Tennis Club Membership and inquiries as to public access during these times, please phone 905 8328 or 905 1172 or 905 1425. New members are welcome.

The club rooms may be hired by contacting Kapiti Coast District Council on (04) 296 4700 or 0800 486 486.

Paekakariki Community Library Hours are _____. for information, contact Kāpiti Coast District Council on (04) 296 4700."

- 4.5 Keys to the Building will be issued by the Licensor. Three sets of keys to the Land and Building will be held by the Licensee. The Licensor will issue keys as necessary to other hirers of the Land and Building on an as required basis.
- 4.6 The Licensee acknowledges that any person who complies with the usual rules of the Licensee and pays the Licensee's annual subscription fee may join the Licensee's organisation. Members of the Licensee's organisation will have keys to the court facilities issued by the Licensee to be used in accordance with the Licensee's rules.

Indemnity Clauses

4. Clause 9.5 of the Deed of Licence shall be deleted and replaced with the following:

9.5 Licensee Indemnifies Licensor

The Licensee indemnifies the Licensor against all costs, claims and demands in respect of injury or damage to the Land and/or Building resulting from any act or omission of the Licensee or any member, employee or invitee of the Licensee, but such indemnity shall not extend to those members of the general public who access the Land and/or the Building.

5. Clause 9.8 of the Deed of Licence shall be deleted and replaced with the following:

- 9.8 The Licensor indemnifies the Licensee against all costs, claims and demands in respect of its Club income resulting from any act or omission of the Licensor or any contractor, employee or invitee of the Licensor which caused injury or damage to the Land and/or

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Building but such indemnity shall not extend to those members of the general public who access the Land and/or the Building.

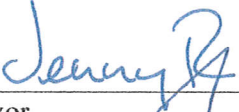
No Lease clause

6. Clause 16.2 of the Deed of Licence shall be deleted and replaced with the following:

16.2 Despite clause 4.2, the Licensee acknowledges that the Paekakariki Community Library may use the Building during "priority use" days as that term is defined in clause 4.2.

6. The Licensor will meet the reasonable legal costs of the Licencee in the preparation and execution of this Deed of Variation.

The common seal of the
KĀPITI COAST DISTRICT COUNCIL was affixed in the presence of:



Mayor



Elected Member



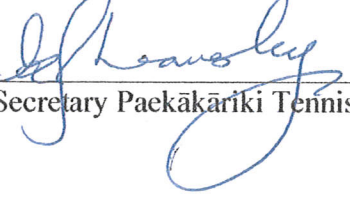
Chief Executive



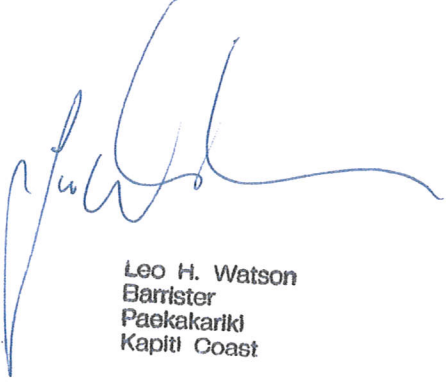
The Common Seal of **PAEKĀKĀRIKI TENNIS CLUB INC** was hereunto affixed in the presence of:



President, Paekākāriki Tennis Club Inc



Secretary Paekākāriki Tennis Club Inc



Leo H. Watson
Barrister
Paekakariki
Kapiti Coast

Dated this

day of

2010

between

PAEKAKARIKI LAWN TENNIS CLUB INCORPORATED

and

KAPITI COAST DISTRICT COUNCIL

DEED OF TRANSFER

[Handwritten signatures]

This Deed is dated

5th day of November

2010

Parties

Between **PAEKAKARIKI LAWN TENNIS CLUB INCORPORATED** ("the Club")

And **KAPITI COAST DISTRICT COUNCIL** ("the Council")

1. Introduction

- A. The Club is the registered proprietor of land at 14 Wellington Road, Paekakariki, being Part Lot 7, Block IV, of Deposited Plan 1879, measuring 1908 sqm more or less and referred herein as "**the land**";
- B. The land includes the tennis courts, fences and the Clubhouse, together herein referred to as "the facilities";
- C. The Council, as the local authority for the Kapiti Coast including Paekakariki, wishes to take ownership of the land and responsibility for the restoration, maintenance and upkeep of the facilities for the benefit of the Club members, and the wider Paekakariki community;
- D. The Club has agreed to transfer ownership of the land to the Council, on certain conditions, and to enter into a licence arrangement for continued access and use of the land and facilities;
- E. The parties have now reached an agreement as to certain arrangements concerning the transfer, which they wish to record.


THE PARTIES AGREE:

- 1 For the consideration set out in clause 2 of this Deed, the Club hereby transfers its interests in the land (being 14 Wellington Road, Paekakariki, Part Lot 7, Block IV, of Deposited Plan 1879, measuring 1908 sqm more or less), and the facilities to the Council, and the Council agrees to take the land and the facilities pursuant to this transfer.

2. The consideration for this transfer shall be the promise by the Council to restore and renovate the tennis courts and surrounding fences to a standard agreed with the Club, the grant of the licence and the covenants set out in the Deed of Licence (including but not limited to the rent free and reduced rent period) attached hereto as Appendix A, and the parties agree and acknowledge the sufficiency of the consideration and the making and receipt thereof.
3. The transfer is in full and final settlement of all and any claims that the parties may have against each other, present and future, arising from the ownership by the Club of the land, but for the avoidance of doubt, the transfer does not affect in any way matters arising from the ownership by the Club of other land which is not the subject of this transfer.
4. The Club warrants with the Council that it is the legal and beneficial owner of the land, and as at the date of transfer, the land shall be held by the Club free of any and all security interests and/or encumbrances.
5. The Council warrants with the Club that:
 - (a) It will enter into the Deed of Licence with the Club in the form attached hereto as Appendix A, time being of the essence; and
 - (b) It will vest the land in itself as a recreation reserve pursuant to the Reserves Act 1977.
6. Each party agrees to keep the other party indemnified from all and any loss, cost or damage arising from any of the warranties in clauses 4 or 5 of this Deed being untrue, incorrect or misleading, or any action, claim or demand in relation to breach of such warranties.
7. The Council shall meet the reasonable costs of the Club in the preparation and execution of this Deed and the Deed of Licence and costs associated with the conveyancing required to give effect to this Deed.
8. The Council shall be responsible for the payment of liability for gift duty (if any) arising from this Deed.

EXECUTED AS A DEED

SIGNED for and on behalf of the
Paekakariki Lawn Tennis Club
Incorporated by its officers after affixing
the common seal:

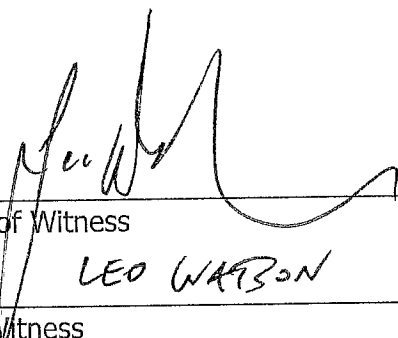


Officer



Officer

Witness:

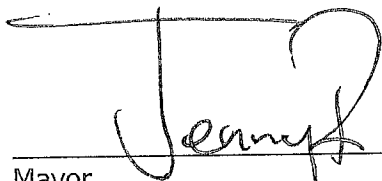


Signature of Witness

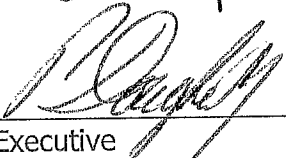
Name of Witness

Place of Residence of Witness

THE COMMON SEAL of the **Kapiti Coast**
District Council was affixed in the
presence of:



Mayor



Chief Executive

DEED OF LICENCE

Deed made on the 5th day of November 2010

BETWEEN KAPITI COAST DISTRICT COUNCIL

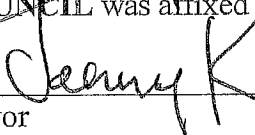
Licensors

AND PAEKAKARIKI LAWN TENNIS CLUB INCORPORATED

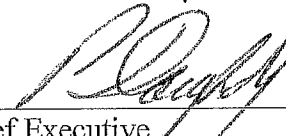
Licensee

THE LICENSOR grants to the Licensee and the Licensee accepts a licence of the Land and Buildings described in the Second Schedule together with the right to use the Licensor's fixtures and fittings contained on the Land and in the Building for the term from the date of this licence and at the annual licence fee (subject to review if applicable) as set out in the First Schedule, and upon the terms set out in the First Schedule.

The common seal of the
**KAPITI COAST DISTRICT
COUNCIL** was affixed in the presence of:




Mayor

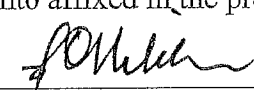


Chief Executive

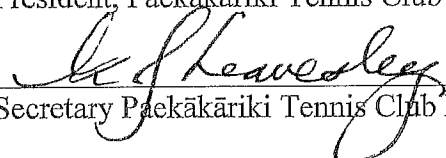
Witnessed:


SUE GEORGE
PA TO THE MAYOR
PARAPARAUMU.

The Common Seal of **PAEKĀKĀRIKI
TENNIS CLUB INC** was
hereunto affixed in the presence of:

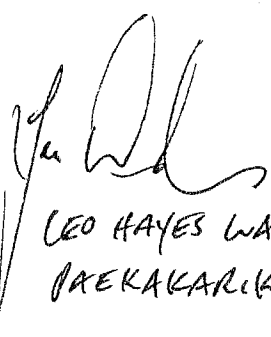


President, Paekākāriki Tennis Club Inc



Secretary Paekākāriki Tennis Club Inc

Witnessed:


LEO HAYES WATSON
PAEKAKARIKI

FIRST SCHEDULE

1 Interpretation

In this licence unless the context otherwise requires:

1.1 Definitions

- (i) "Building" means the building situated on the Land and marked on the aerial photograph attached as the Second Schedule;
- (ii) "Land" means the land marked on the aerial photograph attached as the Second Schedule;
- (iii) "Licensee" means the Licensee, its executors, administrators, successors and permitted assigns and other persons by request or invitation of the Licensee or otherwise under the control or direction of the Licensee;
- (iv) "Licensor" means the Licensor, in its capacity as landowner, and its successors and permitted assigns;
- (v) "Management Plan" means any management plan prepared under section 41 of the Reserves Act 1977;
- (vi) "Outgoings" means the outgoings described in clause 3.2; and
- (vii) "Working Day" has the meaning given to it by the Property Law Act 2007.

2 Grant of Licence

2.1 Initial Term

The Licensor grants to the Licensee a licence of the Land and Building for a term of 33 years from the date of this licence on the terms and conditions set out in this licence. The Licensee accepts the licence.

2.2 Renewal: If:

- (i) the Licensee is not in breach of any of its obligations under this licence; and
- (ii) the Licensee has given the Licensor written notice that it wishes to renew the licence not less than three months before the end of the term of this licence; and
- (iii) in the opinion of the Licensor the Licensee has been using the Land and Building sufficiently for the permitted use and in accordance with the Management Plan, and the Licensee

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continues to operate as a viable provider of tennis club activities for the Paekakariki community; and

- (iv) the Licensor approves the renewal of the licence;

then the Licensor will at the Licensee's cost grant the Licensee a licence of the Land and Buildings for a further term of 33 years on the same terms and conditions as this licence, including this right of renewal.

3 Licence Fee and Outgoings

3.1 Covenant to Pay a Licence Fee

- (i) The Licensee will pay an annual licence fee of \$1.00, if demanded by the Licensor, for the first five years from the date of this licence (**Nominal Licence Fee Period**).
- (ii) At the expiry of the Nominal Licence Fee Period, the Licensee will be required to pay an annual licence fee which will be set by the Licensor and reviewed annually. The annual licence fee from the expiry of the Nominal Licence Fee Period will be 50% of the annual tennis court hire fee for district tennis courts set by the Kāpiti Coast District Council.
- (iii) The Kāpiti Coast District Council will have the sole right to decide the policy from time to time as to a reasonable fee applying to the hire of tennis courts under its control in the Kapiti Coast district.

3.2 Licensor's Outgoings

The Licensor will pay all charges and assessments made (excluding the annual licence fee payable under clause 3.1) relating to the use or occupation of the Land and Building including but not limited to rates, electricity, water, telephone and telecommunications charges.

3.3 Taxes and Duties

The Licensee will pay to the Licensor on demand goods and services tax (as that term is defined in the Goods and Services Tax Act 1985 and includes any tax levied in substitution of such tax):

- (i) in respect of the annual licence fee paid by the Licensee to the Licensor; and
- (ii) in respect of goods and services supplied either directly or as part of the outgoings; and
- (iii) in respect of anything paid or payable by the Licensee and paid by the Licensor on account of the Licensee's obligation to make such payment.

4 Use of Land and Building

4.1 Permitted Use

The Licensee will only use the Land and the Building for maintaining and administering the Paekākāriki Tennis Club and for tennis activities including community use of the tennis facilities. The Licensee acknowledges that a change in the permitted use as outlined in this clause 4.1 is expressly prohibited under this licence.

4.2 Subject to clause 17, during scheduled club games, events and interclub events, at times booked by the Licensee, the Licensee will have priority use of the Land and Building. The Licensee will inform the Licensor of all such club and interclub games and events, as far in advance as possible.

4.3 The general public will have access to the Land and Buildings when the Licensee does not require the Land and Buildings for scheduled club games, events, or interclub events. The general public may hire the Land and/or Building during times where the Licensee is not using the Land and Building for scheduled club games, events or interclub events.

4.4 The Licensee will display a sign, at the Licensor's cost, stating:

"The Paekākāriki Tennis Club is entitled to priority use of these facilities when required for scheduled club games and interclub events. At all other times the tennis courts are available for general public use. For Tennis Club Membership and court hireage inquiries, telephone 905 8328 or 905 1172.

The club rooms may be hired by contacting the Kapiti Coast District Council on (04) 296 4700.

Paekakariki Community Library Hours are _____. for information, contact Kapiti Coast District Council on (04) 296 4700."

4.5 The tennis courts situated on the Land will be secured at all times when not in use by either the Licensee or the Licensor. Access to the tennis courts situated on the Land and the Building in accordance with clause 4.3 of this licence will be managed by the Kapiti Coast District Council.

4.6 Keys to the Building will be issued by the Licensor. Three sets of keys to the Building will be held by the Licensee. The Kapiti Coast District Council will issue keys as necessary to other hirers of the Land and Building on an as required basis.

4.7 The Licensee acknowledges that any person who complies with the usual rules of the Licensee and pays the Licensees annual subscription fee may join the Licensee's organisation. Members of the Licensee's organisation will have keys to the court facilities issued by the Licensee to be used in accordance with the Licensee's rules.

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5 **Maintenance and care of Land and Building**

5.1 The Licensor must:

- (i) keep and maintain any surface areas of the Land and all fences in good order and repair;
- (ii) keep the grounds in a tidy condition and maintain any garden or lawn areas in a tidy and cared for condition;
- (iii) subject to clause 4.5 attend to the security of the Land and Building;
- (iv) maintain the tennis courts in a tidy and reasonable playing condition; and
- (v) keep and maintain the storm or wastewater drainage system including downpipes and guttering clear and unobstructed.

5.2 For the avoidance of doubt, and subject to the obligations in clause 5.1 above, the parties acknowledge that after the Licensor has undertaken the initial re-surfacing and restoration of the tennis courts and surrounding fences as agreed in a Deed of Transfer between the parties that will be entered into contemporaneously with this Licence, the Licensor will have full discretion as to what is undertaken by the Licensor in respect to future significant repairs and/or upgrade of the tennis courts and facilities ("Future Works"), but will consult with the Licensee in good faith on any decisions to be made on Future Works

5.3 The Licensee must:

- (i) While using the Land and Buildings, keep them free of rubbish, stones and broken glass;
- (ii) Permit the Licensor at all reasonable times to enter the Land and Building to view their state of repair and condition;
- (iii) Repair all damage intentionally caused by the Licensee or those for whom the Licensee is responsible (including without limitation its members and invitees), or loss caused by improper careless or abnormal use by the Licensee or those for whom the Licensee is responsible;
- (iv) Repair and make good all damage which is a result of an act or omission by the Licensee or those for whom the Licensee is responsible and that act or omission:
 - (a) Occurred on or about the Land and Building; and
 - (b) Constitutes an indictable offence within the meaning of the Summary Proceedings Act 1957; or

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- (v) Reimburse any insurance monies otherwise payable that are rendered irrecoverable because of an act or omission of the Licensee or those for whom the Licensee is responsible.

6 Alterations and Additions

6.1 Licensor's Consent

The Licensee will not make any improvements, alterations or additions to any part of the Building or Land without the written consent of the Licensor and the Licensee acknowledges that such written consent may contain conditions.

6.2 Removal

On cancellation of the licence, the Licensee must, if required by the Licensor, remove equipment and all partitions, fittings and fixtures installed by the Licensee and repair any damage caused by that removal.

- 6.3 For the avoidance of doubt, any improvements, alterations or additions to any part of the Land or Building authorised by the Licensor under clause 6.1 (if not required by the Licensor to be removed by the Licensee on cancellation of the licence) will become the property of the Licensor at the cancellation of the licence without any compensation being payable to the Licensee.

7 Damage to or Destruction of Land and Building

- 7.1 If the Land and/or Building is destroyed or damaged so as to make them untenable or in the Licensor's opinion so as to require demolition or reconstruction the licence may, at the Licensor's option, be cancelled with effect from the date of the damage.
- 7.2 If the Land and/or Building is damaged, but not so as to give rise to cancellation under clause 7.1 the Licensor may with all reasonable speed reinstate the Land and/or Building using such materials as the Licensor elects, provided that the reinstated Land and/or Building is reasonably adequate for the purpose of carrying out the permitted use (as outlined in clause 4.1). Provided also that the Licensor will not be obliged to reinstate the Land and/or Building, and if it determines, in its absolute discretion, not to do so, in which case the licence will be cancelled with effect from the date of the damage.
- 7.3 In addition to clauses 7.1 and 7.2, if the destruction or damage to the Land and/or Building is caused by the negligence of the Licensee or the Licensee's agent, the Licensor may:
 - (i) cancel this licence, on reasonable notice to the Licensee, if the Licensor's ability to retain insurance cover on reasonable terms for the Land and/or Building has been prejudiced by the destruction or damage; or

9.5 Licensee Indemnifies Licensor

The Licensee indemnifies the Licensor against all costs, claims and demands in respect of injury or damage to the Land and/or Building resulting from any act or omission of the Licensee or any member, employee or invitee of the Licensee.

9.6 Notwithstanding clause 9.5 the Licensee is liable to indemnify the Licensor only to the extent that the Licensor is not fully indemnified under any insurance policy.

9.7 For the purpose of section 271 of the Property Law Act 2007, the Licensee acknowledges and agrees that:

- (i) the Licensor has not insured the Land against destruction or damage arising from flood, fire, explosion, lightning, storm, earthquake or volcanic activity; and
- (ii) the Licensee, subject to the provisions of section 271(2)(a)-(c) of the Property Law Act 2007, will meet the cost of making good any destruction or damage to the Land and indemnifies the Licensor against the cost of doing so should the Licensee default in that obligation.

9.8 The Licensor indemnifies the Licensee against all costs, claims and demands in respect of its Club income resulting from any act or omission of the Licensor or any contractor, employee or invitee of the Licensor which caused injury or damage to the Land and/or Building.

10 No Noxious Use

10.1 The Licensee must not:

- (i) bring upon or store within the Land or Building nor allow to be brought upon or stored within the Land or Building any machinery goods or things of an offensive noxious illegal or dangerous nature, or of such weight size or shape as is likely to cause damage to the Land or Building or any surfaced area.
- (ii) contaminate the Land and/or Building and shall undertake all works necessary to remove any contamination of the Land or Building other than contamination not caused by the Licensee or those for whom the Licensee is responsible. Contamination means any change to the physical chemical or biological condition of the Land or Building by a "contaminant" as that word is defined in the Resource Management Act 1991;

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- (iii) use the Land or Building or allow them to be used for a noisome, noxious, illegal or offensive trade or business or activity; or
- (iv) allow any act or thing to be done which may be or grow to be a nuisance, disturbance or annoyance to the Licensor, other users of the Land and Building, or any other person, and generally the Licensee shall conduct the Licensee's club activities upon the Land and Building in a clean, quiet and orderly manner free from damage, nuisance, disturbance or annoyance to any such persons but the carrying on by the Licensee in a reasonable manner of the use for tennis club activities or any use to which the Licensor has consented shall be deemed not to be a breach of this clause.

11 Assignment

11.1 Consent to Assignment

The Licensee must not assign, transfer, sublet any of its rights under the licence or part with possession of the Land and Building or any part of it without first obtaining the consent in writing of the Licensor.

12 Default by Licensee

12.1 If the Licensee fails to perform any obligation under this licence the Licensor shall give notice in writing of such failure. If the Licensee has failed to perform the work for which notice has been given, or otherwise reached agreement with the Licensor as to the arrangements for the work, within 20 Working Days from the date of such written notice having been given, the Licensor may perform that obligation itself, in which case:

(i) Payment on Demand

The Licensee will, upon demand, pay to the Licensor:

- (a) any costs incurred; and
- (b) a reasonable sum for work done by the Licensor, in respect of performance by the Licensor of that obligation.

(ii) Interest

Until payment, such sums shall bear interest a rate of interest equal to the Base Lending Rate as published by the Licensors bankers from the date the costs were incurred or the work was done.

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13 Licensor's Right to Terminate

13.1 Licensor's Right to Cancel

If at any time after making any enquiries as the Licensor thinks fit and giving the Licensee an opportunity of explaining the usage of the Land and Buildings, and the membership of the Licensee's organisation the Licensor is of the opinion that the Land and Buildings are not being used for the permitted use (as outlined in clause 4.1) then the Licensor may cancel this licence by giving not less than six (6) months written notice to the Licensee.

13.2 Grounds for Cancellation

The Licensor (in addition to the Licensor's right to apply to the Court for an order for possession) may also cancel this licence by re-entering the Land and Building at the time or any time after:

- (i) the Licensee fails to pay any instalment of the annual licence fee for twenty (20) Working Days after the due date to pay and the Licensee has failed to remedy that breach within twenty (20) Working Days after service on the Licensee of a notice in accordance with section 245 of the Property Law Act 2007; or
- (ii) the Licensee fails to observe or perform any obligation under this licence (other than the covenant to pay the annual licence fee) and the Licensee has failed to remedy that breach within the period specified in a notice served on the Licensee in accordance with section 246 of the Property Law Act 2007; or
- (iii) the Licensee:
 - (a) becomes insolvent;
 - (b) goes into bankruptcy or liquidation or is about to go into bankruptcy or liquidation; or
 - (c) is wound up, dissolved or becomes defunct; or
- (iv) the Licensor determines it necessary to cancel the licence in accordance with clause 13.1.

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13.3 Licensor's Option to Remedy Licensee's Default

The Licensor may, without being under any obligation to do so, remedy at the Licensee's cost any default by the Licensee under this licence.

14 Notices

14.1 Service of Notices

Any notice or document required or authorised to be given or served under this licence may be given or served:

- (i) Section 245 or 246 of the Property Law Act: in the case of a notice under sections 245 or 246 of the Property Law Act 2007, in the manner prescribed by section 353 of that Act 2007; and
- (ii) Other Cases: in all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007;
 - (a) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
 - (b) by personal delivery, or by posting by registered mail or ordinary mail, or by facsimile, or by email.

14.2 Time of Service

In respect of the means of service specified in clause 14.1(ii)(b) any notice or other document will be treated as given or served and received by the other party:

- (i) Personal Delivery: when received by the addressee;
- (ii) Post: three (3) Working Days after being posted to the addressee's last known address in New Zealand;
- (iii) Facsimile: on completion of an error free transmission, when sent by facsimile; or
- (iv) Email: when acknowledged by the addressee by return email or otherwise in writing.

14.3 Signature of Notices

Any notice or document to be given or served under this licence must be in writing and may be signed by:

- (i) Party: the party giving or serving the notice;
- (ii) Attorney: any attorney for the party serving or giving the notice; or

Handwritten signatures and initials in black ink, including what appears to be 'JDR', 'KGL', 'R6', and a large stylized signature.

- (iii) Authorised Person: the solicitor or any director, officer, employee or other agent who has authority to give or serve the notice.

15 Dispute Resolution

- 15.1 If any dispute or difference arises between the parties out of or pursuant to this licence or in relation to any breach thereof, the parties will do their utmost to settle such dispute or difference amicably and in good faith.
- 15.2 If the parties are unable to resolve the dispute within five (5) Working Days the matter may be referred by either of them to mediation, negotiation, independent expert appraisal or any other alternative dispute resolution technique as appropriate to the circumstances and as agreed upon by the parties. Failing agreement within five (5) Working Days as to the form of alternative dispute resolution or the facilitator, the President of the New Zealand Law Society will decide the form of dispute resolution and appoint the facilitator/expert. Each party will bear its own costs of the alternative dispute resolution and they will bear equally the costs of the facilitator/expert or any other individual or body required in the process of the alternative dispute resolution.
- 15.3 Both parties agree to use their best endeavours to achieve resolution in this way and further agree that neither party will initiate arbitration without first pursuing such informal dispute resolution techniques.
- 15.4 If the dispute or different between the parties is not settled or resolved by mutual agreement or alternative dispute resolution within twenty (20) Working Days of being referred to same, then the parties may agree to refer such dispute or difference to the arbitration of a single arbitrator, who shall be agreed upon by the parties. Failing agreement as to the arbitrator, the President of the New Zealand Law Society will appoint the arbitrator. Every such reference will be deemed to be a submission within the meaning of the Arbitration Act 1996.
- 15.5 The award of the arbitrator shall be an award with reasons, which reasons shall form part of the award. Subject to any right of appeal or review, the award of the arbitrator shall be final and binding on all parties.
- 15.6 The parties shall bear their own costs and an equal share of the costs of the award in relation to the arbitration, unless the arbitrator determines that a party shall bear some proportion of, or all of, the costs of the other party because of impropriety, lack of cooperation or unreasonable conduct by that party.
- 15.7 If any matter between the parties is to be referred or has already been referred to a mediator or to an arbitrator, or is subject to legal proceedings, the parties shall continue to comply with, observe and

perform their respective obligations and duties and may exercise their respective rights hereunder as if the matter had not arisen.

16 No Lease

- 16.1 The Licensee acknowledges that the granting of this licence does not create a lease or an interest in the Land and Building or otherwise confer on the Licensee any right of exclusive possession of the Land and Buildings.
- 16.2 Despite clause 4.2, the Licensee acknowledges that the Paekakariki Community Library may use the Building during scheduled club games and interclub events.

17 Reserves Act 1977

- 17.1 The parties acknowledges that at the date of commencement of this licence the Land and Building are not currently classified as reserve, but the Licensor generally manages the Land and Building as if it were a reserve and the policy and guidelines for reserves may apply towards the Land and Building.
- 17.2 The parties further acknowledge that the Land and Building may be classified as recreation reserve during the term of this licence and if so, the terms of the Reserves Act 1977 will apply to this licence.
- 17.3 Where the Licensor prepares a Management Plan for the control, management and administration of the Land and Buildings, the Licensor must consult the Licensee on the terms of the Management Plan and take into consideration any written suggestions made by the Licensee on the Management Plan, notwithstanding section 41(5A) of the Reserves Act 1977.

JDR KJL

SECOND SCHEDULE

All that land and building whose boundary is marked on the **attached** aerial photograph.

TDR
SPL
J. B. 2011



Kapiti Coast District Council [KCDC] does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that KCDC shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information.

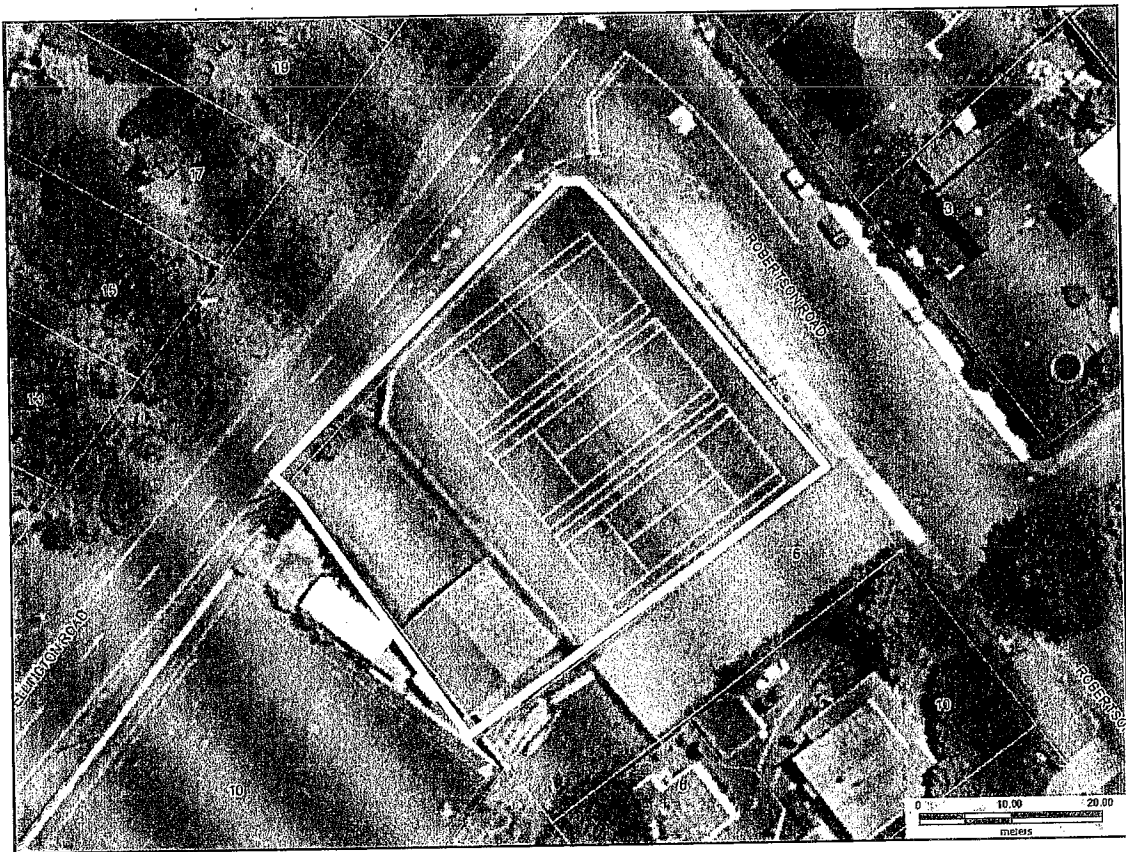
Map Printed Date: 5/11/2010 by lexb

Paekakariki Tennis Club and Courts

Map Projection:
New Zealand Transverse Mercator (NZGD2000)



Scale A4 <<INTRAMAPSCALE>>



WJF
JDR-KLZ
for
RR

LINZ Dealing number: _____

Client reference: 229859-2036069


**Simpson
Grierson**

COPY

**PRIVATE CORPORATE CLIENT AUTHORITY AND INSTRUCTION FOR AN
ELECTRONIC TRANSACTION**

(This form is approved by the New Zealand Law Society and the Registrar-General of Land. For use by a non-publicly listed company or incorporated society, etc)

1. **TO LAW FIRM:** Simpson Grierson, DX SX11174, Wellington
(Firm Name)

2. **CLIENT:** The Paekakariki Lawn Tennis Club (Incorporated)
(Registered name of corporate as per Certificate of Incorporation. Referred to as 'the Client')

Full Names of Authorised Signatory(s):

Joan Hilder
Authorised Signatory A (Position)

Kim Leavesley
Authorised Signatory B (Position)

*Secretary Paekakariki Lawn
Tennis Club Inc*

3. **TRANSACTION**

Property Address:

14 Wellington Road, Paekakariki

Date and Nature of Base Document:

Deed of Transfer dated

Instruments:

Transfer

Name of Other Party: Kapiti Coast District Council

Title Reference(s): WN17B/1124

Transferees: Sole/Joint Tenants ☒ Tenants in Common ☐
(Only purchaser's solicitor to complete.)

New Fencing Covenant to be created: No

4. **AUTHORITY AND INSTRUCTION**


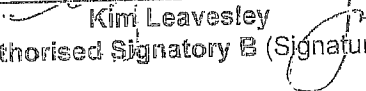
I confirm that:

- (a) I am properly and duly authorised by law to sign this Authority on behalf of the Client;
- (b) this Authority is binding on the Client;
- (c) this form is for the transaction noted above;
- (d) I am 18 years of age or over;
- (e) the Client is not subject to any statutory management order, the appointment of a receiver or liquidator, or similar;
- (f) the Client has passed the necessary resolutions as required by its empowering constitution, rules or statute to authorise the transaction noted above;
- (g) as required by s164A of the Land Transfer Act 1952 I irrevocably authorise and instruct you to register the

for JDR

- instruments above as an electronic *e-dealing*;
- (h) I understand that by signing this form the Client is legally bound by the electronic instruments certified and registered on its behalf pursuant to this Authority and Instruction as if such instruments had been signed by me personally on behalf of the Client; and
- (i) I understand that the authorised transaction will become a matter of public record upon registration.

Signed by the Client
named above by:

Joan Hilder
Authorised Signatory A (Signature)

Kimi Leavesley
Authorised Signatory B (Signature)


Date
3 November 2010
Date

(Important note: Each Signatory named must sign personally. 'For and on behalf' is not acceptable.)

5. SIGNATORY IDENTIFICATION (Tick applicable ID. Person establishing identity to complete.)

	Signatory A Joan Hilder	Signatory B Kimi Leavesley
o Driver's Licence	<input type="checkbox"/>	<input checked="" type="checkbox"/>
o Passport	<input type="checkbox"/>	<input type="checkbox"/>
o Firearms Licence	<input type="checkbox"/>	<input type="checkbox"/>
o Other Government issued Photo ID	<input type="checkbox"/>	<input type="checkbox"/>

(Attach a copy of ID used or details (eg passport number) where copying not practicable.)

I certify that:

- (a) I have witnessed the signatory(s) sign this form;
- (b) I have sighted the original form(s) of identity ticked above;
- (c) I have attached a copy of ID(s) used;
- (d) the photo(s) name(s) and signature(s) match the signatory(s) name(s) and identification provided.

Signature of person establishing identity

Full name of person establishing identity

Occupation

Leo H. Watson
Barrister
Paekakariki
Kapiti Coast

Phone/Email

54-904 6196

Address

Attachments (eg, ID, Power of Attorney / non-revocation, mortgage details if a fixed sum mortgage, copy of text or image attached to edealing instrument)

- 1.
- 2.
- 3.
- 4.

Notes:

1. Where the person who is signing this form is doing so under a Power of Attorney the identification required to be established is that of the attorney.
2. Attach certificate of non-revocation of power of attorney if required.

NEW ZEALAND DRIVER LICENCE

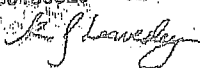
1. LEAVESLEY

2. KIM
JOANNE



3. 13-04-1965

4a. 24-08-2005 4b. 16-10-2013 4c. DONOR

5a. BJ130820 5b. 318

6. 

7. 1



3. The full legal name of the corporate as registered must be used.
4. A faxed copy of this form is acceptable (*refer to Guideline J*).
5. The consent of prior mortgagees, lessors, etc may be necessary to avoid a breach of covenants.

LINZ Dealing number: _____

Client reference: 229859-2036069



**Simpson
Grierson**

**PRIVATE CORPORATE CLIENT AUTHORITY AND INSTRUCTION FOR AN
ELECTRONIC TRANSACTION**

(This form is approved by the New Zealand Law Society and the Registrar-General of Land. For use by a non-publicly listed company or incorporated society, etc)

1. **TO LAW FIRM:** Simpson Grierson, DX SX11174, Wellington
(Firm Name)

2. **CLIENT:** The Paekakariki Lawn Tennis Club (Incorporated)
(Registered name of corporate as per Certificate of Incorporation. Referred to as 'the Client')

Full Names of Authorised Signatory(s):

Joan Hilder
Authorised Signatory A

[Signature]

President
(Position)

*(Paekakariki
Lawn Tennis
Club.)*

Kim Leavesley
Authorised Signatory B

(Position)

3. **TRANSACTION**

Property Address:

14 Wellington Road, Paekakariki

Date and Nature of Base Document:

Deed of Transfer dated

Instruments:

Transfer

Name of Other Party: Kapiti Coast District Council

Title Reference(s): WN17B/1124

Transferees: Sole/Joint Tenants ☒
(Only purchaser's solicitor to complete.)

Tenants in Common ☐

New Fencing Covenant to be created: No

4. **AUTHORITY AND INSTRUCTION**


I confirm that:

- (a) I am properly and duly authorised by law to sign this Authority on behalf of the Client;
- (b) this Authority is binding on the Client;
- (c) this form is for the transaction noted above;
- (d) I am 18 years of age or over;
- (e) the Client is not subject to any statutory management order, the appointment of a receiver or liquidator, or similar;
- (f) the Client has passed the necessary resolutions as required by its empowering constitution, rules or statute to authorise the transaction noted above;
- (g) as required by s164A of the Land Transfer Act 1952 I irrevocably authorise and instruct you to register the

04 NOV 2010

**CHECKLIST FOR PERSON CONFIRMING IDENTITY OF CLIENT IN
AUTHORITY AND INSTRUCTION FORM (A & I)**
(Please return this checklist to Simpson Grierson with the A & I)

<u>JOAN HILDER</u> and _____ named as the Client(s) in the A & I signed the A & I in my presence	<input checked="" type="checkbox"/>
I checked the photo ID for each signatory and confirm that the photo, name and signature match those of the Client(s) named in the A & I	<input type="checkbox"/>
I have checked that the photo ID is current and has not expired	<input checked="" type="checkbox"/>
I have ticked the appropriate box on the Client Identity form to indicate the type of photo ID I sighted	<input checked="" type="checkbox"/>
I have read witness certifications in the A & I and confirm that they are correct	<input checked="" type="checkbox"/>
I have signed, written my name, occupation, city and the date the A & I was signed in the spaces in the A & I	<input checked="" type="checkbox"/>
I have photocopied the photo ID (of each client I have identified) and it is/ they are attached to the A & I	<input checked="" type="checkbox"/>


Signature

WILLIAM MURRAY HILL
Full Name

Please forward these items to the appropriate Simpson Grierson office.

Auckland Office: Private Bag 92518, Auckland

Wellington Office: P O Box 2402, Wellington

- | | |
|--|--------------------------|
| 1. Completed A & I (including completed Client Identification section) | <input type="checkbox"/> |
| 2. Photocopied photo ID(s) | <input type="checkbox"/> |
| 3. This completed checklist | <input type="checkbox"/> |

- instruments above as an electronic *e-dealing*;
- (h) I understand that by signing this form the Client is legally bound by the electronic instruments certified and registered on its behalf pursuant to this Authority and Instruction as if such instruments had been signed by me personally on behalf of the Client; and
- (i) I understand that the authorised transaction will become a matter of public record upon registration.

Signed by the Client
named above by:

Joan Hilder
Authorised Signatory A (Signature)

3/11/10
Date

Kim Leavesley
Authorised Signatory B (Signature)

Date

(Important note: Each Signatory named must sign personally. 'For and on behalf' is not acceptable.)

5. SIGNATORY IDENTIFICATION (Tick applicable ID. Person establishing identity to complete.)

	Signatory A Joan Hilder	Signatory B Kim Leavesley
• Driver's Licence	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Passport	<input type="checkbox"/>	<input type="checkbox"/>
• Firearms Licence	<input type="checkbox"/>	<input type="checkbox"/>
• Other Government issued Photo ID	<input type="checkbox"/>	<input type="checkbox"/>

(Attach a copy of ID used or details (eg passport number) where copying not practicable.)

I certify that:

- (a) I have witnessed the signatory(s) sign this form;
- (b) I have sighted the original form(s) of identity ticked above;
- (c) I have attached a copy of ID(s) used;
- (d) the photo(s) name(s) and signature(s) match the signatory(s) name(s) and identification provided.

Justice J.P.
Signature of person establishing identity

WILLIAM MURRAY HILL
Full name of person establishing identity

JUSTICE OF THE PEACE
Occupation

04-9058028

Phone/Email

MURRAY.HILL@PARADISE.NET.NZ

Address

91A WELLINGTON ROAD
PAEKAKARIRI

Attachments (eg, ID, Power of Attorney / non-revocation, mortgage details if a fixed sum mortgage, copy of text or image attached to edealing instrument)

1.
3.

2.
4.

Notes:

1. Where the person who is signing this form is doing so under a Power of Attorney the identification required to be established is that of the attorney.
2. Attach certificate of non-revocation of power of attorney if required.

3. The full legal name of the corporate as registered must be used.
4. A faxed copy of this form is acceptable (*refer to Guideline J*).
5. The consent of prior mortgagees, lessors, etc may be necessary to avoid a breach of covenants.

NEW ZEALAND DRIVER LICENCE



1. H
2. JAN
DANN

3. 28-03-1952

4a. 23-07-1959 4b. 16-03-2017

5a. ADE73417 5b. 446

4c. DONOR

6.

7. 1,6

I hereby certify this is a true
copy of an original I have
examined

Not true

3.11.10

COPY

Simpson
Grierson

LINZ Dealing number: _____

Client reference: 229859-2036069**PUBLIC CORPORATE CLIENT AUTHORITY AND INSTRUCTION FOR AN ELECTRONIC TRANSACTION**

(This form is approved by the New Zealand Law Society and the Registrar-General of Land. For use by a publicly listed company, territorial authority or government department, etc)

1. **TO LAW FIRM:** Simpson Grierson, DX SX11174, Wellington
(Firm Name)

2. **CLIENT:** Kapiti Coast District Council
(Registered name of corporate as per Certificate of Incorporation or Statutory Designation. Referred to as 'the Client'.)

Full Names of Authorised Signatories:

Jenny R
Authorised Signatory A

(Position)

Adrian Patrick Dougherty
Authorised Signatory B

(Position)

Hayden
Chief Executive

3. **TRANSACTION**

Property Address:

14 Wellington Road, Paekakariki

Date and Nature of Base Document: ~~~

Deed of Transfer dated _____

Instruments:

Transfer

Name of Other Party: The Paekakariki Lawn Tennis Club (Incorporated)Title Reference(s): WN17B/1124

Transferees: Sole/Joint Tenants ☒
(Only purchaser's solicitor to complete.)

Tenants in Common ☐

New Fencing Covenant to be created: No

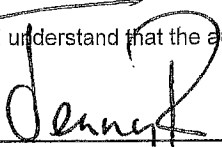
4. **AUTHORITY AND INSTRUCTION**

I confirm that:

- (a) I am properly and duly authorised by law to sign this Authority on behalf of the Client;
- (b) this Authority is binding on the Client;
- (c) this form is for the transaction noted above;
- (d) the Client is not subject to any statutory management order, the appointment of a receiver or liquidator, or similar;
- (e) the Client has passed the necessary resolutions as required by its empowering constitution, rules or statute to authorise the transaction noted above;
- (f) as required by s164A of the Land Transfer Act 1952 I irrevocably authorise and instruct you on behalf of the Client to register the instruments above as an electronic *e-dealing*;
- (g) I understand that by signing this form the Client is legally bound by the electronic instruments certified and registered on its behalf pursuant to this Authority and Instruction as if such instruments had been signed by me personally on behalf of the Client; and

for
JDR
86

(h) I understand that the authorised transaction will become a matter of public record upon registration.


Signature of Authorised Signatory A

5 Nov 070
Date


Signature of Authorised Signatory B

5/11/10
Date

(Important note: **Each Signatory named must sign personally.** 'For and on behalf' is not acceptable.)

Notes:

1. Where the person who is signing this form is doing so under a Power of Attorney the identification required to be established is that of the attorney.
2. Attach certificate of non-revocation of power of attorney if required.
3. The full legal name of the corporate as registered must be used.
4. A faxed copy of this form is acceptable (*refer to Guideline J*).
5. The consent of prior mortgagees, lessors, etc may be necessary to avoid a breach of covenants.

