Decision No: 45/2026/325

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/006/2022 in respect of premises situated at 6 Ngaio Road, Waikanae, known as 'Woolworths Waikanae'

BEFORE THE KĀPITI COAST DISTRICT LICENSING COMMITTEE

Hearing	23 September 2026, Council Chamber, Paraparaumu, and closing submissions 01 and 05 October 2026
Committee	Cr Bede Laracy (Chairperson), Mrs Jackie Elliott, Mr David Ritchie
Decision	31 October 2026

DECISION OF THE COMMITTEE

OFF728: Woolworths Waikanae

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/006/2022 for its supermarket at 6 Ngaio Road, Waikanae, known as Woolworths Waikanae (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 11pm, 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, and the drinking water condition the Act requires. It declines the conditions sought both on single sales of beer and on delivery.

[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 Wednesday 23 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, and the Committee also heard Ana Ika of The Salvation Army, whose statement the inspector filed. Faifaiese Tuputala, a compliance officer with the National Public Health Service, gave evidence for the Medical Officer of Health, Dr Stephen Palmer. Sergeant Tulimanu Leuluai attended for the Police, who do not oppose. 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 Paraparaumu (OFF729) 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] At the outset, counsel for the licensee submitted that, because the Police had not reported in opposition, the Committee could not have regard to the evidence they had filed. Sergeant Leuluai said he attended to assist the Committee. 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 Committee has received the Police brief.

[8] The inspector's closing relies on evidence about deliveries given at the Paraparaumu hearing. That evidence was not given at this hearing. By minute of 07 September 2026, the Committee confined closing submissions to the evidence given at the hearing, and at the

start of this hearing the Chair reminded the parties that each hearing's evidence is for its own matter. Those directions follow from the refusal to hear the applications together (see [5] above), and it would be unfair to rely on evidence the parties were told was not part of this hearing. As such, the Committee has relied only on the evidence given at this hearing, and factual matters raised for the first time in any closing are not relied on.

The reports and the parties' positions

[9] The inspector reported on 10 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 Leuluai reported for the Police, by email of 23 August 2024, that they do not oppose renewal. Nicola Campbell reported for the Medical Officer of Health on 30 August 2024, on the same grounds as the inspector. No objections were filed.

[10] By the close of the hearing the dispute had narrowed. The inspector does not seek refusal and would not oppose renewal if the conditions were agreed or imposed. In closing, she confines her case 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 asks only that, if the licence is renewed, it carry the single sales condition and the undertaking that goes with it. The licensee says its suitability is not in issue, that the conditions come from the agencies' memorandum of understanding (the MoU) rather than from evidence about the store, and that its systems already do more than the Act requires. It 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.

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

[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].

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]

[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 provides national oversight of alcohol compliance at the licensee's stores, which hold over 180 licences, and 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, its 2022 renewal was unopposed, and he knows of no sale to a prohibited person there. He says the licensee's systems are national and do more than the Act requires. He also says the conditions sought come from 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. It is supplied at two points, at the checkout and at the customer service desk, where click and collect orders are handed over, and the store has no direct to boot and does not deliver to homes. Anyone who approves an age-restricted sale holds the licensee's age-restricted goods qualification and requalifies every 18 months. An attempted sale of alcohol is suspended until a qualified person has assessed age and intoxication, and for anyone who appears under 25 the date of birth is entered, and the system calculates whether they are 18. Click and collect orders are handed over by staff who apply the same rules. The store's current list names ten duty managers, and the duty manager on duty is left free to manage the premises rather than stationed at the checkouts. A customer buying online opens an account, giving a date of birth. 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 since October 2022 the licensee has removed single cans of mainstream high-strength beer from all its stores. The store's range includes about seven mainstream 500ml beers at 5%, and many craft beers, which are stronger but dearer. Broken multipacks are bundled into fours, but otherwise the licensee's policy

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[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].

[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].

permits the sale of a single 500ml mainstream can at 5%, as in the inspector's photographs.

[17] Mr Radich would not accept a delivery condition even if the store began to deliver, because a breach of the licensee's policy leads to the end of a contract, whereas a breach of a condition puts the licence at risk of suspension or cancellation. The licensee's practice is not to leave alcohol unattended, but some of its employees and contractors do not always do what they are told, which is why it invests in a mystery programme for its delivery drivers.

The inspector

[18] Ms Bliss accepts that the premises are not inherently unsuitable and she 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 at each of her inspections from January 2024 to January 2026, and again on 14 July 2026, despite the undertaking given for the store in 2016. She accepts that the store does not deliver, but says nothing prevents it from starting, and that it would need no variation to do so.

[19] In answer to the Committee, Ms Bliss said she found no single beer at the store at or above what she treats as strong, anything strong being probably craft beer, which the condition would not cover. Asked what, apart from the MoU, implicates the store, she pointed mainly to her concern, drawn from comments by managers she has interviewed, about the licensed area and the position of the duty manager, which the agreed conditions now address. On amenity and good order, she maintained the view in her report, and said she does not seek refusal. When she wrote her report, she did not always receive an age prompt on the website, but she now receives one when she clicks on a bottle of alcohol.

The Medical Officer of Health

[20] Mr Tuputala's concern is the sale of single units of beer in this locality. He relies on national and international research on alcohol-related harm. He also relies on the locality's older population, with a median age he gives as 54.8 against 38.1 nationally, its deprivation index of 6 among areas ranging from 3 to 8, and the sensitive sites nearby. Single units, he says, tend to be favoured by heavy or dependent drinkers, and the condition is a modest preventive measure, not a response to demonstrated misconduct. The Medical Officer has no direct issue with the licensee and alleges no significant compliance failure. In answer to the Committee, he said that at this point the licensee's refusal of the condition, which he put as a question of its willingness to collaborate, is the only matter the Medical Officer raises on suitability. His opinion on amenity and good order rests on the general pleasantness of the locality, the availability of single units, and the locality's risk profile.

The Police

[21] The Police brief sets out data on alcohol-related harm within a kilometre of the premises, which it says is indicative only, together with records of theft at the premises. The ruling admitting the brief is at [7] above.

Other witnesses

[22] Ms Ika says alcohol harm affects many of the people The Salvation Army supports, and that single sales let people with very limited funds buy alcohol. The Salvation Army has no centre in Waikanae, but supports about 30 families there so far in 2026, and she has no evidence about single beers sold at this store. Mr Hopkins, the Kāpiti Coast District Council's Environmental Standards Manager, sees a correlation between homelessness and alcohol harm, which he says cheap single units make worse. However, his own observations in the Waikanae catchment are limited, and 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.

Findings of fact

The locality

[23] The premises are a supermarket of more than 1,000m^2 in the centre of the Waikanae commercial area, with their only customer entrance from the car park off Marae Lane. Within about 500 metres are Waikanae School, a childcare centre, three places of worship, two health centres, Whakarongotai Marae, and a bus stop used by college students. The premises are within an alcohol-free zone at night.

[24] The evidence on deprivation differs. On the New Zealand Index of Deprivation, on which 10 is the most deprived, the inspector's report places the premises in an area of 5 to 6, close to areas of 7 to 8. Her brief places them in an area of 7, close to areas of 9 and 10. The Medical Officer's report gives 5, and 7 for the adjacent area, and Mr Tuputala places them in an area of 6, among areas ranging from 3 to 8. At the hearing Ms Bliss used the description in her report, which the Medical Officer's evidence supports, and the Committee prefers it. Counsel for the licensee referred to a finding of the Alcohol Regulatory and Licensing Authority (the Authority), on a different record in 2025, that Waikanae town centre has a deprivation index of 6 and was not shown to be vulnerable.[10] A finding of fact on another record does not bind the Committee, but that finding is consistent with the Committee's own.

[25] The Committee finds that the locality has sensitive sites close by, an older population, and a mix of deprivation, which call for care in the sale of alcohol from the premises. Mr Tuputala relied on those features as reasons for caution, not as evidence of harm at the premises. The Committee finds that they do not make the locality vulnerable to a degree that raises the threshold of suitability.

[10] *Savage v Mellow Spirits Ltd* [2025] NZARLA 405–406 at [7] and [47].

The record under the licence

[26] On 23 September 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)". In November 2018 the licensee confirmed that its single sales policy "is still in and remains the same". The licensee has not withdrawn the undertaking, 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. The single cans the inspector recorded are 500ml cans, which fall within the undertaking's example of what is permitted, and the Committee draws nothing against the licensee from them.

[27] The inspector inspected the premises five times between January 2024 and January 2026 and recorded single cans of beer on sale at every inspection. A controlled purchase operation on 26 June 2024 resulted in no sale, the minors leaving when asked for identification. The inspection records raise no issue with signage, the managers' register, or the incident register, and the incident book shows daily entries, mainly refusals for want of identification. On 10 October 2025 the duty manager took five minutes to arrive when called. The inspector's report, which covers the previous licensing period, records no breach or negative holding, and Mr Radich knows of none at the store.

The criteria

[28] 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,[11] and it takes the object of the Act last.

[29] 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 11pm, 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)

[30] The inspector and the Medical Officer say the licensee is suitable only with the conditions they seek. The Medical Officer's report relies on the vulnerability of the locality and the single sales, and his witness, Mr Tuputala, on the availability of single units in the locality and the licensee's refusal of the condition. The licensee says its suitability is not in issue, and that opposing a condition the evidence does not support shows no lack of commitment to minimising harm.

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

[31] Suitability is assessed in context, including the nature of the business, its location, and the features of the surrounding community.[12] The vulnerability of an area may raise the threshold.[13] However, suitability is not an avenue for wider concerns about the potential of the licence to contribute to harm, which the other criteria address.[14] Suitability to 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.[15]

[32] The licensee's systems are national, and evidence of how they operate elsewhere matters only so far as it shows how they operate here.[16] The store has held a licence since 1993, and its record is clean. The locality, as found above, does not raise the threshold, and the single sales go to the risk of renewal, not to the licensee's suitability. The Medical Officer's report rests on the premise that the store sells single cans of high-strength beer at low prices, but the inspector's evidence does not bear that premise out.

[33] That leaves the refusal of the conditions. In closing, the Medical Officer says the refusal does not show misconduct but informs how far the licensee is prepared to adopt measures to minimise harm. However, 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.[17] The licensee is responsible under the Act for its staff's sales, with or without a condition. Its reluctance to accept conditions that would increase the consequences of a mistake is a reason for opposing them, which it is entitled to put.

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

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

[35] The inspector's report says the licensee's systems are not appropriate, relying on the role of the duty manager, the supervision of click and collect, and the website. The licensee says its systems exceed what the Act requires.

[36] At the checkout and at click and collect the licensee's systems are appropriate, on Mr Radich's evidence of how they operate (see [15] above). The inspector's concern about the duty manager rests largely on comments from managers at the licensee's supermarkets in the area, which her report does not tie to this store. Her report also says that some applicants for managers' certificates for the premises had very limited experience, and her brief describes an applicant who said he had completed a sale to a customer he assessed as intoxicated, without naming the store. An applicant's experience and readiness are tested when the application is decided, and they do not

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

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

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

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

[16] See *Savage* at [49].

[17] 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.

show that this store's systems are inadequate. Nor does one five-minute response to a call show that supervision is inadequate.

[37] No one who runs the store gave evidence. Asked whether the Committee would be helped by hearing from a duty manager or the store manager, Mr Radich said that was unlikely, because the agencies' concerns did not relate to the operation of the store. The Committee does not agree. 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 because the inspection records are consistent with it and nothing contradicts it. Should the licensee come before the Committee again, the Committee will expect it to call someone who runs the store.

[38] 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.[18] 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. The inspection records show that the store manager has also been the duty manager on duty here. They also show the duty manager attending when called, supervisors signing off sales and click and collect orders, and no sale at the controlled purchase operation, and Mr Radich said a further layer of oversight has since been added at the checkouts. The evidence does not show that the duty manager's role is diluted at this store.

[39] The procedure declared in reg 14(2) of the Sale and Supply of Alcohol Regulations 2013 (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.

[40] The licensee has appropriate systems, staff, and training to comply with the law.

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

[41] 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

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

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.[19]

[42] No report lists amenity and good order among its grounds of opposition, although the inspector's report gives an opinion on it. Her report records no noise at the premises in the last term and a well-kept exterior, together with single cans found in the Council toilets nearby, which it does not link to the premises. Her opinion addresses the effect of renewal, not of a refusal, and nothing in the train station incident data she referred to is shown to involve the premises. Mr Tuputala said his opinion rests not on noise, nuisance, or vandalism but on the general pleasantness of the locality. The Police records of theft from the premises go to the store's security, and the Police do not oppose renewal.

[43] 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)

[44] 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.

[45] 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.[20] 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.[21]

[46] 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.[22] 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.[23]

[47] The Medical Officer relies on the strategy and on the condition's acceptance by other licensees in the area, but those are reasons about the strategy, not about this premises. Mr Radich said that the licensee was not consulted on the MoU. Ms Bliss put the conditions to the licensee on 02 July 2025, before the MoU was final. The Council declined the licensee's request for a copy, and the licensee first saw the MoU when it was released under the Local Government Official Information and Meetings Act 1987.

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

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

[21] *Savage* at [79]–[80].

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

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

[48] 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.[24] Here both conditions came to the hearing on the strategy and on general evidence of risk, and the Committee has decided them 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.

[49] The inspector's report sought three undertakings, on single sales and discounting, on unattended deliveries, and on the use of couriers. In closing, only the Medical Officer presses one, on single sales and discounting. An undertaking is given by a licensee, not imposed by the Committee, and this licensee has not given them. Mr Tuputala accepted that the undertaking on excessive discount would be difficult to apply and enforce. The 2016 undertaking stands apart, because the licensee gave it. The absence of the undertakings sought does not weigh against renewal.

[50] Neither matter weighs against renewal.

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

[51] 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 licensee says the single cans are not high strength, and that no evidence links them to harm.

[52] 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).

[53] The single units the inspector recorded were around 5%. The licensee's policy on mainstream high-strength beer, which is drawn on strength, permits them, and the 2016 undertaking does not prohibit them. No inspection records a breach. 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 tend to suit heavy or dependent drinkers and people with very limited funds, 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.

[54] The manner in which the licensee has sold and supplied alcohol does not weigh against renewal.

The object of the Act

[55] The Medical Officer's report says the licensee is not selling alcohol safely and responsibly and is not meeting the second limb of the object. The inspector's report relies on the

[24] *Savage* at [78]–[80].

object as a ground of opposition. In closing, the Medical Officer does not say that the store is responsible for all alcohol-related harm in Waikanae, but says that it is part of the local risk environment. The licensee says the evidence of harm is national and general.

[56] 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.[25] 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.[26] Minimising harm is not the same as eliminating it, and because the system is reasonable, its operation must be proportionate.[27]

[57] The assessment under the object is one of risk.[28] 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.[29] 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.[30]

[58] Mr Tuputala relies on national research on alcohol-related harm and on the features of the locality, which the Committee has found call for care. The Police data for the area within a kilometre sets out alcohol-related family harm, harm in public places, and drink-driving, although the Police describe it as indicative only. The Salvation Army supports about 30 families in Waikanae, and Ms Ika says alcohol harm affects many of the people it supports. The Committee accepts that alcohol-related harm occurs in this locality, but the evidence of its extent and seriousness is general.

[59] It can reasonably be inferred that the premises contribute to that harm. They are a large supermarket in the town centre, close to the sensitive sites, and the Medical Officer's general point that off-licences contribute to alcohol-related harm applies to them in that way. Renewal therefore carries a real risk of harm, which the premises share. The link the

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

evidence shows is general, but it is enough to engage the requirement to minimise that harm.

[60] On the first limb, the question is whether alcohol can be sold, supplied, and consumed safely and responsibly from this premises. The store's record under the licence shows that it can. There has been no breach or negative holding, the controlled purchase operation produced no sale, the incident book shows daily entries, mainly refusals for want of identification, and the store does not deliver. Its single cans are not high strength. Renewal is capable of meeting the first limb.

[61] On the second limb, the question is whether the harm to which the premises contribute can be minimised on renewal. The licensee manages the premises' share of the risk through checks at each point of supply, its policy on high-strength single cans, the bundling of broken packs, and the 2016 undertaking. 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. The evidence links the store to that harm only generally. Renewal is capable of meeting the second limb.

[62] Standing back, the locality calls for care, the evidence of harm is general, and the store's record is clean. The licensee's measures go to the risk the premises share, and whether a condition on single sales would reduce it further is a question for Conditions.

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

Conditions

[64] 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 reasonable and not inconsistent with the Act. Either way, a condition must be reasonable having regard to the object of the Act.[31]

[65] 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. The store manager told the inspector that tastings are not held, for lack of space, but the licensee's application says that drinking water will be freely available at any free tasting, and s116(2)(c) requires the condition regardless. The Committee imposes the condition as condition 12, stating the place by description in terms that match the application.

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

The single alcohol area

[66] 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)).

[67] 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 29 September 2016.

Agreed conditions

[68] Agreement does not relieve the Committee of being satisfied that a condition is reasonable.[32] 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.

[69] Condition 10 replaces the "at or nearby the point of sale" wording the inspector had sought, and she accepts it. She said her concern was whether the duty manager and staff can deal with the sale and supply of alcohol while doing other work in the store, and that the wording was agreed because a condition of that kind is hard to frame. That concern goes to the licensee's duty under s214(4), which the condition does not displace. The Committee is satisfied that condition 10 is reasonable. The store has ten duty managers on its current list, and qualified staff authorise every alcohol sale at the checkouts and at click and collect. The condition keeps a manager within the licensed area whenever alcohol is sold, free to go where supervision is needed within it.

[70] Condition 11 identifies the premises by an approved plan, and in the joint memorandum the licensee agreed to mark the licensed area on it. The plan filed is the 2016 floor plan with a blue boundary drawn around it. It is an old plan and does not show the back of house, so the boundary cannot mark the whole of the ground floor the parties agreed. Ms Bliss agreed with Mr Radich that a new plan could be filed.

[71] Every point at which alcohol is supplied to customers lies within the licensed area the licensee and the inspector agreed, because click and collect orders are handed over at the customer service desk and the store has no direct to boot or home delivery. The Committee approves that area and orders the licensee to file a current ground-floor plan marking it and the single alcohol area. That plan becomes the plan conditions 6 and 11 refer to.

[32] *Huntly Grocer* at [52]–[54].

Disputed conditions

[72] A condition need not have the licensee's agreement, and it need not rest on research.[33] Without agreement, however, there must be a proper evidential basis showing that the condition is reasonable.[34] 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.[35] 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.[36] A condition that secures only a marginal benefit would not ordinarily be a proportionate response, or reasonable.[37]

Single sales

[73] The inspector and the Medical Officer 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, priced in her photograph of 14 July 2026 as low as $3.50, says the condition would cost the licensee little, and points out that the licensee itself removed high-strength mainstream single cans without store-specific evidence. The Medical Officer does not say the store has caused harm. Rather, he says the availability of single units is one way in which the risk of harm arises, and that the characteristics of Waikanae make that risk greater there. The licensee says the store 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.

[74] The condition would prohibit the single sale of mainstream beer in containers of 500ml or less, which at this store means a range of about seven mainstream beers in 500ml cans at around 5%. It would not apply to larger containers or craft beer. The evidence shows a real risk of the kind the condition addresses. The locality has sensitive sites close by and an older population, single cans have been found in the Council toilets nearby, and Mr Tuputala and Ms Ika say that single units tend to suit heavy or dependent drinkers, and people with very limited funds. The Committee accepts that evidence, although it is about the product generally.

[75] The inspector's report includes a photograph, taken in December 2025, of a single 500ml can of beer in a bin in the Council toilets next to the premises. A can of a kind the store sells singly, found there, may well have come from the premises, although there are other off-licences close by. The Committee takes it into account as consistent with the risk it accepts.

[76] The can does not show how far the condition would reduce that risk. Because single units bear most heavily on the people at risk who buy them, that turns on how many of those

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

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

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

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

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

cans the store sells, not on their share of its trade. 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.[38] 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. Mr Tuputala framed the condition as a preventive measure, and Ms Bliss's concerns at the store, leaving the MoU aside, were about matters the agreed conditions now address.

[77] The Committee does not require the agencies to prove that single sales at the store cause harm, or to trace particular harm to it. The link between cheap single units and alcohol-related harm is the general one the Committee accepts, and it is what makes the risk real. However, 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. 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.[39]

[78] The inspector and the Medical Officer rely on the precautionary principle, and Mr Tuputala says that harm from cheap single units is foreseeable. The principle means the Committee need not be sure that a condition will work, and may impose a condition to test whether a possible benefit is real.[40] It is a discretion, and it helps where the risk of harm is uncertain.[41] 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.

[79] 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. The Committee recognises the licensee's step in removing high-strength single cans from its stores. 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.

[80] The agencies also say that a policy can change and cannot be enforced, whereas a condition is fixed and can be enforced. That is true, and enforceability adds to a condition's benefit, but it cannot make a marginal benefit proportionate. *Dharma Enterprises Ltd v Williams*, on which the Medical Officer relies, does not assist either. There the licensee had itself offered a single sales condition, the parties largely agreed its

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

[39] *Kamer* at [78] and [80]–[82].

[40] *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].

[41] *Parizara* at [115].

terms, and the Authority declined to settle a condition for all cases.[42] A condition found reasonable in one case does not make a condition reasonable on the evidence in another. The Committee does not use *Kamer* in that way. It shows the scale of sales at which the Authority found the benefit of a single sales condition marginal, and the finding of marginal benefit here rests on the store's own figures.

[81] 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

[82] The store does not deliver alcohol to homes, and click and collect orders are supplied inside the premises. The inspector nevertheless 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.

She says that nothing prevents the licensee from beginning to deliver, and that it would need no variation to do so. The licensee says there is no risk for the condition to abate, and that its online systems comply with the Act and go further than it requires.

[83] A condition may address a future risk, but the evidence must show that the risk is real. That nothing prevents the store from delivering shows that delivery is possible, not that it is planned or likely. Mr Radich accepted that some of the licensee's employees and contractors do not always do what they are told, and Ms Bliss's evidence on this application describes deliveries left unattended at another of the licensee's stores. That shows how the national delivery service can fail. It does not show that this store will begin to deliver.

[84] A condition governing a service the premises do not provide would secure no benefit, or at best a marginal one, and it would not be reasonable to impose it.[43] If the store begins to deliver, the Act will apply at the door as it does at the store's other points of supply. The Committee will then expect the licensee to make the same checks at the door as its staff make at the checkout and at click and collect. If the premises are then conducted in breach of the Act or otherwise in an improper manner, a constable or the inspector may apply to the Authority under s280 for a new condition. The delivery condition is declined.

The result

[85] No criterion weighs against renewal. The licensee remains suitable, and its systems are appropriate. 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 evidence does not justify the imposition of the other conditions sought. With the

[42] *Dharma Enterprises Ltd v Williams* [2023] NZARLA 79 at [10], [12], [16] and [22]–[25], and see *Cunningham* at [56].
[43] *Kamer* at [76].

licensee's systems and 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), as nothing in the evidence calls for a shorter term.

Orders

[86] The Committee orders:

(a) Off-licence 45/OFF/006/2022, held by General Distributors Ltd for the premises at 6 Ngaio Road, Waikanae, known as Woolworths Waikanae, 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 11pm.

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 both sides of aisle one from the checkout end up to and including bay 12, with no outward facing displays of alcohol.

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 the 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 6 Ngaio Road, Waikanae, 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 OFF728.

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.

(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 29 September 2016. Once date stamped as approved, that plan is the plan to which conditions 6 and 11 refer.

When this decision takes effect

[87] 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

[88] 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



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Cr Bede Laracy
Chairperson
Kāpiti Coast District Licensing Committee

