



**SOUTH WAIRARAPA  
DISTRICT COUNCIL**  
*Kia Reretahi Tātau*

# **GRAZING LICENCE**

## **Harrison Street Domain**



**GRAZING LICENCE AGREEMENT** made \_\_\_\_\_ 2023

**BETWEEN** the **SOUTH WAIRARAPA DISTRICT COUNCIL** (called "the Council")

and \_\_\_\_\_ (called "the Licensee")

**WHEREBY IT IS AGREED** as follows:

1. The Council HEREBY LICENSES and authorises the Licensee to enter upon and use only for the purpose specified in clause 3 of this Agreement, the approximately 1.7 ha of land belonging to the Council at Harrison Street West, Featherston, contained in Part DP 10982 Part Town Reserve and Section 352 Town of Featherston shown on the attached map in red (called "the land"). Such licence is personal to the Licensee and is not assignable.

## **2. LICENCE FEE**

- 2.1. The Licence Fee payable may be reviewed and set by the Council on an annual basis as at 1 July each year.
- 2.2. For the first year of the Agreement, the Licence Fee shall be \$\_\_\_\_\_ plus GST, per annum, to be paid in monthly instalments of \$\_\_\_\_\_ plus GST.
- 2.3. The Licensee shall pay the licence fee monthly, in advance, on or before the 6<sup>th</sup> day of each month, with the first payment being due and payable on 6 March 2023.
- 2.4. The licence fee shall be paid to the Council by direct credit to the Council's bank account, details of which shall be provided to the Licensee.

## **3. USE OF LAND**

- 3.1. The Licensee shall use the land only for the purpose of grazing or cutting for supplementary feed.
- 3.2. The Council or its invitees may enter onto and use the land at any time for any purpose it thinks fit and the Licensee shall make no claim against the Council on account of any such entry or use by the Council or on account of any unauthorised entry by any other person.

## **4. MAINTENANCE**

- 4.1. The Licensee shall during the continuance of this Licence manage the land for the purpose specified in clause 3, including complying with all appropriate bylaws and regulations and shall at all times to the satisfaction of the Council:
  - (a) Return to, and keep in, good order, repair and condition, all fences, gates and any other improvements on the land.
  - (b) Keep all live fences and hedges, cut and trimmed.
  - (c) Ensure no excessive growth or other fire risks are allowed to develop.
  - (d) Ensure any livestock on the land are properly contained and cannot escape.

- (e) Graze and use the said land in a good and husbandlike manner.
- (f) Keep the land clear from all noxious weeds, rabbits and vermin and shall fully comply with the provisions of the Biosecurity Act 1993 and any notices or demands lawfully made or given under the Act or any other relevant statute.
- (g) Keep any equipment present on the land in a tidy manner and regularly remove any rubbish from the land.

## **5. HEALTH AND SAFETY**

- 5.1. The Licensee must exercise the rights granted by this License in a safe and reliable manner and must comply with the Health and Safety at Work Act 2015.
- 5.2. The Licensee shall at its own cost prepare a health and safety plan and shall ensure that the health and safety plan is fully implemented and in addition the Licensee shall:
  - (a) Notify the Council of any occurrence, activity or event on the land which may endanger the public or the environment.
  - (b) Take all practicable steps to eliminate any dangers and to protect the safety of all persons present on the land and must, where necessary, erect signposts warning the public of any dangers they may encounter on the land.
  - (c) Record and report to the Council all accidents involving serious harm within 24 hours of their occurrence and forward an investigation report within 3 days of the accident occurring.

## **6. NON-PERMITTED ACTIONS**

- 6.1. The Licensee shall not at any time, without the prior written consent of the Council:
  - (a) Erect, build or place any building, permanent fence or other structure nor plant any tree or shrub on the land.
  - (b) Assign, transfer, sublease, mortgage, charge or otherwise deal with the land.
  - (c) Cut, trim or otherwise interfere with any trees or shrubs on or adjoining the land.

## **7. NUISANCE**

- 7.1. The Licensee shall not do or suffer anything in or upon the land which may be or become a nuisance or annoyance or cause of damage to the owners or occupiers of other property in the neighbourhood.

## **8. LICENSEE TO INDEMNIFY THE COUNCIL**

- 8.1. The Licensee shall indemnify the Council against all and any claims, suits, actions or other proceedings that may be brought against the Council because of any breach or non-observance of any covenants the Licensee is required to perform in accordance with this Agreement.

## 9. TERMINATION

- 9.1. This Agreement may be terminated by either party giving one months' notice in writing to the other.
- 9.2. Upon the termination of this Agreement, the Licensee, at the request of the Council, shall within one month from the date of the notice issued in accordance with clause 9, remove from the land, all property and livestock of the Licensee. If any such property has not been removed within such period of one month, it may pass to the Council without compensation payable to the Licensee, or alternatively any costs incurred by the Council in removing such property and re-instating the land shall be recoverable from the Licensee.
- 9.3. The Licensee and the Council agree that written notice may be sent and received by email. Email communication is confirmed as received when acknowledged by return email by the Licensee or the Council. Return emails generated automatically shall not constitute an acknowledgement.

## 10. FAILURE TO COMPLY

- 10.1. If the Licensee fails to comply with any of the covenants of this Agreement, the Council may do anything required to remedy that failure and charge to the Licensee, the reasonable cost of the work. Payment by the Licensee to the Council of any sums under this clause shall be treated as licence fees and the Council, in the event of non-payment by the Licensee, may pursue those sums as arrears of licence fees.

**EXECUTION**

Signed by .....

as Licensee in the presence of:

Witness: .....

Occupation: .....

Address: .....

Signed on behalf of the SOUTH WAIRARAPA DISTRICT COUNCIL as Licensor by:

.....  
Signature of Authorised Officer

.....  
Name of Authorised Officer  
For and on behalf of the Council and acting pursuant to delegated authority,  
in the presence of:

Witness: .....

Occupation: .....

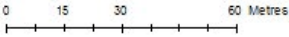
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# Harrison Street West



September 29, 2020

1:1,500



- Masterton Property
- Carterton Property
- South Wairarapa Property

**DISCLAIMER**  
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