
LEASE (RECREATION RESERVE)

Site: Martinborough Squash Rackets Club, Martinborough

DEED OF LEASE dated the

day of

2026

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

AND **MARTINBOROUGH SQUASH RACKETS CLUB INCORPORATED** (Registration number 218065) ("Lessee")

BACKGROUND

- A. The Council is the owner of the Leased Land which is located on the Reserve.
- B. The Council has agreed to lease the Leased Land (which is classified as a Reserve) pursuant to section 54 of the Reserves Act 1977.
- C. The Lessee is the owner of facilities including a squash court building located on the Leased Land.
- D. It is Council's intention that a Management Plan will be adopted for this Reserve prior to the Expiry Date of the lease.

GRANT

The Council leases to the Lessee and the Lessee accepts the Lease of the Leased Land for the Term and at the Rent and subject to the covenants, conditions, agreements, and restrictions in this Lease.

Executed as a deed.

The Common Seal of the
**MARTINBOROUGH SQUASH RACKETS CLUB
INCORPORATED** (as Lessee)
was hereunto affixed in the presence of:

Authorised Signatory:

Name:

.....
.....

Signed on behalf of
SOUTH WAIRARAPA DISTRICT COUNCIL

Authorised Signatory - Print Name and Position Held Signature

Authorised Signatory - Print Name and Position Held Signature

Witness (signature):

Name:

Occupation:

Address:

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REFERENCE SCHEDULE

LEASED LAND:	All of the area coloured red on the plan attached in Schedule One located within the Reserve owned by Council contained in certificate of title WN103/58, legally described as Lot 75 Deposited Plan 579 and known as the Martinborough Squash Rackets Club.
TERM:	30 years
COMMENCEMENT DATE:	1 November 2026
EXPIRY DATE:	31 October 2056
RENEWAL TERMS (IF ANY):	N/A
RENEWAL DATES (IF ANY):	N/A
FINAL EXPIRY DATE:	31 October 2056
RENT:	\$400 per annum, plus GST (subject to review)
RENT PAYMENT DATES:	The annual anniversary of the commencement date, commencing on 1 November 2026
ANNUAL MAINTENANCE FEE:	N/A
RENT REVIEW DATES (IF ANY):	1 November 2029, 1 November 2032, 1 November 2035, 1 November 2038, 1 November 2041, 1 November 2044, 1 November 2047, 1 November 2050 and 1 November 2053.
DEFAULT INTEREST:	14 % per annum
REQUIRED USE:	Operation of squash courts and related sporting events and any other use approved by the Council acting in its sole discretion provided such use is related to the operation of a squash club and squash courts and related sporting events or recreational purposes and is permitted under the Reserves Act and any applicable Management Plan
MINIMUM PUBLIC RISK INSURANCE COVER:	\$5,000,000.00
REPORTING REQUIREMENTS:	The Lessee will in writing, report to the Council annually on the anniversary of the Commencement Date, on the following: (i) Membership numbers of the Lessee and usage rates (of the Leased Land); (ii) The number of and details relating to community events run using the Leased Land; and (iii) Financial information relating to the use of the Leased Land by the Lessee.

COUNCIL'S CONTACT DETAILS:

Manager - Community Operations
South Wairarapa District Council
PO Box 6
Martinborough 5741
Tel: 06 306 9611
Email: community.operations@swdc.govt.nz

LESSEE'S CONTACT DETAILS:

Martinborough Squash Rackets Club
PO Box 107
Martinborough 5741
Jackie Steventon: 0276793040
Carol Parkinson: 0274496433
Email: martinboroughsquash@gmail.com

GENERAL PROVISIONS

1 TERM

1.1 **Initial Term:** The Term of this Lease will commence on the Commencement Date and will continue in full force until the Expiry Date or earlier cancellation in accordance with the terms of this Lease.

1.2 **Renewal Term:** If:

1.2.1 the Reference Schedule provides for a Renewal Term; and

1.2.2 the Lessee is not in breach of any of its obligations under this Lease; and

1.2.3 the Lessee has given to the Council written notice that it wishes to renew the Lease not less than three (3) months before the end of the Term; and

1.2.4 in the opinion of the Council there is sufficient need for the Required Use in terms of the Management Plan, the Lessee has been using the Leased Land sufficiently for the Required Use, and in the public interest the Leased Land or any part of them would not be better used for any other purpose; and

1.2.5 the Council approves the renewal of the Lease;

then the Council will, at the Lessee's cost, grant the Lessee a lease of the Leased Land for the Renewal Term as set out in the Reference Schedule. The new lease will be on the same terms as this Lease except that its term plus any further rights of renewal will not extend beyond the Final Expiry Date.

1.3 **Documentation:** If requested by the Council, the Lessee will execute a Deed of Renewal or new lease under clause 1.2 in the form prepared by the Council's solicitor.

1.4 **Holding Over:** If the Lessee, with the consent of the Council, continues to occupy the Leased Land beyond the Term of the Lease, the Lessee will do so under a periodic tenancy determinable by twenty (20) Working Days' notice in writing given at any time by either party to the other and otherwise on the terms contained in this Lease, including payment of Rent at the rate payable at the expiry of the Term.

2 RENT AND OUTGOINGS

2.1 **Payment of Rent:**

2.1.1 The Lessee must pay to the Council the Rent by equal annual instalments in advance on the Rent Payment Dates as set out in the Reference Schedule.

2.1.2 The Lessee must not reduce any payment of Rent by making any deduction from it or set off against it.

2.2 **Rent Policy:** The Council has the sole right to decide the policy from time to time as to the reasonable Rent levels applying to reserves, and those levels may vary, for example, according to the type of land and what the land is used for.

2.3 **Rent Review:** The Council may decide that the Rent in this Lease is to be set or reviewed in accordance with Council policy. In applying that policy, the Council will treat the Lessee consistently with other comparable lessees and leases, if any. The new annual Rent will be decided in the following way:

2.3.1 Not earlier than three (3) months before a Rent Review Date or at any time up to the next Rent Review Date, the Council can give written notice to the Lessee specifying the proposed new annual Rent as at that Rent Review Date.

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- 2.3.2 If, by written notice to the Council within twenty (20) Working Days after receiving the Council's notice, the Lessee disputes the proposed new annual Rent then the proposed new annual Rent will be decided in accordance with clause 2.4 but the new Rent will not be less than the annual Rent payable during the period of twelve (12) months immediately before the relevant Rent Review Date.
- 2.3.3 If the Lessee fails to give that notice (time being of the essence) the Lessee will be deemed to have accepted the annual Rent specified in the Council's notice.
- 2.3.4 The annual Rent so decided or accepted will be the annual Rent from the Rent Review Date or the date of the Council's notice if the notice is given later than three (3) months after the Rent Review Date.
- 2.3.5 Until the new annual Rent has been decided, the Lessee will pay the Rent specified in the Council's notice. Once the new annual Rent has been decided an appropriate adjustment will be made.
- 2.3.6 Either party may request the Rent review to be recorded in a Deed, but (as per clause 22) the cost of this will be paid by the Lessee.
- 2.4 **Deciding Rent failing Agreement:** Immediately after the Council receives the Lessee's notice under clause 2.3.2 the parties will try to agree on the new annual Rent, but if agreement is not reached within ten (10) Working Days from receipt by Council of the Lessee's notice under clause 2.3.2, then the new annual Rent may be decided either:
- 2.4.1 by one party giving written notice to the other requiring the new annual Rent to be decided by arbitration, with any such arbitration being governed by the Arbitration Act 1996 and the arbitral award being final and binding on the parties; or
- 2.4.2 if the parties so agree, by registered valuers acting as experts and not as arbitrators as follows:
- (a) each party will appoint a valuer and give written notice of the appointment to the other party within ten (10) Working Days of the parties agreeing to decide the current market Rent in this way;
 - (b) if the party receiving a notice does not appoint a valuer within the ten (10) Working Day period then the valuer appointed by the other party will decide the new annual Rent and that decision will be binding on both parties;
 - (c) as soon as the valuers are appointed, they must appoint an umpire who must also be a registered valuer;
 - (d) the valuers will then decide the new annual Rent of the Leased Land and if they fail to agree then the Rent will be decided by the umpire;
 - (e) each party will be given the opportunity to make written or verbal representations to the valuers or the umpire subject to any reasonable time and other limits as the valuers or the umpire prescribe, and they will have regard to those representations but not be bound by them.
- When the new annual Rent has been decided the arbitrators or the valuers will give written notice of the decision to the parties. The notice will provide as to how the costs of the decision will be borne, which will be binding on the parties.

2.5 **Outgoings:**

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- 2.5.1 The Lessee must punctually pay all Outgoings whether addressed to the Council or the Lessee. Such Outgoings shall be payable on demand or if required by the Council, by annual instalments on each Rent Payment Date. After 1 July in each year of the Term (and any Renewed Term), or other date in each year as the Council may specify, and after the end of the Term, the Council shall supply to the Lessee reasonable details of the actual Outgoings for the year or period then ended. Any over payment shall be credited or refunded to the Lessee and any deficiency shall be payable to the Council on demand.
- 2.5.2 Where any of the Outgoings are not charged only for the Leased Land or the Term then the Lessee is only obliged to pay a fair proportion of those Outgoings as shall be agreed or failing agreement determined by arbitration, depending on the period during which, and the area over which, the Outgoing has been charged.
- 2.5.3 The Lessee's liability to pay Outgoings arising during the Term will continue after the end or earlier termination of the Term.
- 2.5.4 The Council may from time to time have a rates policy which entitles the Lessee to rates relief. In that case the Lessee may make an application to the Council and a remission may be granted according to that policy.
- 2.6 **GST:** The Lessee must pay all GST on the Rent and other payments made by the Lessee under this Lease either to the Council or as the Council directs, as well as any additional GST the Council may be required to pay as a result of the Lessee's failure to pay when required.
- 2.7 **Interest on Rent and Other Moneys Owning:** If Rent or any moneys payable by the Lessee to the Council remain unpaid for five (5) Working Days after the due date, the Lessee will pay interest to the Council on the unpaid Rent or other moneys at the percentage rate fixed in the Reference Schedule calculated from the due date to the date of payment to the Council.
- 3 REQUIRED USE AND REPORTING REQUIREMENTS**
- 3.1 **Required Use:** Subject to clause 4 of this Lease, the Lessee may only use the Leased Land for the Required Use. The Lessee acknowledges that a change in the Required Use is expressly prohibited under this Lease.
- 3.2 **Reporting Requirements:** The Lessee agrees to share with the Council such information on its activities as may reasonably be requested by the Council from time to time. As a minimum requirement, the Lessee will comply with the Reporting Requirements set out in the Reference Schedule.
- 4 CONDUCT ON THE LEASED LAND**
- 4.1 **Use:** The Lessee must not use or permit the Leased Land or any part of the Leased Land to be used for any activity which is or may become dangerous, offensive, noxious, noisy, illegal or which is or may become a nuisance, disturbance, or annoyance to the Council or to the owner or occupier of any neighbouring property, or any other person, or may have an adverse (or negative) effect on the amenity and good order of the locality. The Lessee shall not bring upon or store within the Leased Land nor allow to be brought upon or stored within the Leased Land anything of an offensive, noxious, illegal, or dangerous nature. The Lessee will ensure that its members, invitees and guests act in a proper and responsible manner, in the good interests of the community, and with due care for the Golf Club.
- 4.2 **Noise:** The Lessee must limit noise levels to a moderate level and in particular must keep the noise level at the boundaries of the Leased Land to within the requirements of the District Plan, Resource Management Act 1991 and any resource consent issued in respect of any activity on the Leased Land.

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- 4.3 **Lessee's Rules:** The Lessee must make rules for the management and control of the Leased Land and for the conduct of persons using the Leased Land. Those rules must not be inconsistent with the terms of this Lease or the provisions of the Reserves Act, Management Plan and Policy (if any). Before those rules come into effect they must be approved in writing by the Council. The rules, once approved, must be printed and pasted up in some conspicuous place on the Leased Land for the information and guidance of all persons using the Leased Land.
- 4.4 **Approval of Fees:** The Lessee must obtain the Council's approval for any fees charged to the public for the use of the Leased Land. Such approval must not be unreasonably withheld.
- 4.5 **Supervision:** The Lessee will, at its own cost, maintain, supervise, and control the Leased Land to a high standard and ensure the Leased Land are properly staffed with competent employees (including all necessary workmen and caretakers to supervise and control the use of the Leased Land by persons playing on it or using it) to enable the Lessee to carry out the Required Use efficiently and in accordance with best business practice.
- 4.6 **Refusal to Admit:** The Lessee shall refuse to admit to the Leased Land or may remove from the Leased Land any person:
- 4.6.1 Who is a disorderly or disreputable person;
 - 4.6.2 Who by reason of intoxication or other reason is not in proper condition to use the Squash Courts;
 - 4.6.3 Who is not properly and decently attired and clean in person;
 - 4.6.4 Who behaves in an indecent or disorderly manner or annoys or is offensive to any person using the Squash Courts or Golf Course;
 - 4.6.5 Who acts contrary to any of the rules for the conduct of persons using the Squash Courts PROVIDED THAT any omission or failure to observe any such rule until his attention being drawn to the same shall not be deemed a reason for his expulsion;
- 5 RIGHTS**
- 5.1 The Council grants to the Lessee access to the Shared Access Land to the Lessee's members, visitors and invitees for the purposes of:
- 5.1.1 Access to and egress from the Leased Land; and
 - 5.1.2 Parking of motor vehicles in the parking area surrounding the Leased Land.
- 5.2 The rights to use the Shared Access Land are subject to clause 25.2.
- 6 ALCOHOL LICENCES**
- 6.1 **Consent Required:** The Lessee must not apply for a licence to sell or supply alcohol or renew or vary any licence to sell or supply alcohol from the Leased Land or any part of the Leased Land without first obtaining the written consent of the Council (in its capacity as landowner) in addition to any consent required from the Council as a regulatory authority.
- 6.2 **Compliance:** In the event that a licence to sell or supply alcohol has been approved by the Council in both its capacity as landowner and as a regulatory authority and subsequently obtained by the Lessee, the Lessee will comply with:
- 6.2.1 the terms of the Sale and Supply of Alcohol Act 2012; and

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- 6.2.2 the conditions of any licence issued to it pursuant to that Act; and
- 6.2.3 all orders or directions issued or given by a District Licensing Committee, the Alcohol Regulatory and Licensing Authority, a police constable, or the licensing inspector in respect of the licence.
- 6.3 **Breach:** Any breach of the Sale and Supply of Alcohol Act 2012 or the licence to sell or supply alcohol, or the failure to follow any orders or directions in respect of the licence, will be deemed to be a breach of this Lease.
- 7 ACCESS AND SECURITY**
- 7.1 **Health and Safety:** The Lessee will take all practicable steps to provide its employees and visitors with a healthy and safe environment and ensure that its employees and visitors comply with all directions and instructions from the Lessee regarding health and safety. In particular:
- 7.1.1 the Lessee must comply at all times with the requirements and provisions of the Health and Safety at Work Act 2015 (**HSAWA**) and any applicable codes of practice and best practice guidelines applicable to the terms of this Lease;
- 7.1.2 the Lessee is responsible for developing and implementing an occupational health and safety plan for the use of the Leased Land for the Required Use and for ensuring that the Leased Land are compliant with the HSAWA;
- 7.1.3 the Lessee must maintain an accident register at all times and will record all accidents to the Lessee's employees and contractors, or other visitors to the Leased Land; and advise the Council as soon as possible thereafter, if emergency services including police, fire, or ambulance have been at the premises.
- 7.1.4 the Council, or any person authorised by the Council, may require an independent audit of the Lessee's operations from time to time (at the Lessee's cost) to verify that the Lessee has adequate safety management systems in place, and for compliance with those systems and any safety requirements of this Lease. The Lessee will co-operate in providing the Council with any relevant information.
- 8 BUILDING AND PAINTING**
- 8.1 **Consent Required:** Subject to the provisions of this section, the Lessee must not:
- 8.1.1 erect any building or improvement, or
- 8.1.2 alter, reinstate or extend any existing building or improvement; or
- 8.1.3 advertise on any existing building or improvement; or
- 8.1.4 paint the exterior of any building or improvement; or
- 8.1.5 carry out any other Building Work; or
- 8.1.6 carry out any significant or major works or alterations to the internal arrangement or layout;
- on the Leased Land without first giving plans and specifications of the proposed work (if appropriate) to the Council and obtaining the prior written consent of the Council in addition to any approval required from the Council as a regulatory authority.
- 8.2 **Conditions:** Without limiting the grounds on which the Council may withhold consent under clause 8.1, the Council may as a condition of any consent require that the proposed work:

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- 8.2.1 is consistent with the Management Plan and Policy; and
- 8.2.2 complies with any reasonable standards applicable to the Reserve (whether or not included in the Management Plan or Policy) which the Council may from time to time set as to the design, quality, materials and colour of any buildings and improvements; and
- 8.2.3 will not in the opinion of the Council create more than minor adverse environmental effects or overload or endanger the proper working of any services, utilities or amenities.
- 8.3 **Work Carried Out under Supervision:** If the Council gives its approval and consent under clauses 8.1 and 8.2 then the Lessee must, at the Lessee's cost in all things, arrange for the Building Work to be carried out under the supervision of an architect, project manager, engineer or other suitably qualified person in a proper and workmanlike manner in accordance with the approved plans and specifications and all approvals, permits and consents.
- 8.4 **Lessee Obtain Consents:** In relation to any works proposed under this clause 8, the Lessee must, prior to beginning any works, obtain all consents required under the Building Act 2004 and the Resource Management Act 1991 and provide the Council (as landowner and administering body of the Reserve) with a copy of those consents. The Council will be responsible for obtaining any Building Warrant of Fitness required for the Leased Land.
- 8.5 **No Warranty:** In granting consent or approval under this section 8 the Council will not be deemed to have warranted that the plans or specifications are suitable for the Lessee's purposes or that any person involved in the work is suitable or adequately qualified.
- 8.6 **Code Compliance Certificate:** On completion of the Building Work the Lessee must provide the Council with a copy of the Code Compliance Certificate under the Building Act 2004 and a complete set of drawings accurately showing buildings and improvements on the Leased Land as constructed or altered.
- 8.7 **Signs:** The Lessee must not erect, paint, display or allow on the Leased Land any signs, notices or advertising material unless the Lessee first obtains the written consent of the Council in each case. It will be a condition of any consent that any approved sign must comply with the relevant Council bylaws, District Plan, Management Plan and Policy and have necessary regulatory approvals. At the expiry or earlier termination of this Lease, the Lessee must remove any such sign, notice or advertising material and make good any damage caused by its removal.

9 MAINTENANCE OF BUILDINGS/IMPROVEMENTS

- 9.1 **Good Order and Repair:** The Lessee must at its own cost in everything, keep and maintain to the satisfaction of the Council any buildings (interior and exterior), gates, fences, drains, and improvements on or forming part of the Leased Land (now or at any time after the date of this Lease erected on the Leased Land) in the same good, clean and substantial order, repair and condition as they were in at the Commencement Date (or where the Lease is renewed, the commencement date of the initial term of this lease or where a new buildings is erected on the Leased Land after the Commencement Date, the date of issue of a code of compliance certificate for that building) other than damage caused by fire, flood, explosion, lightning, storm, earthquake volcanic activity or any risk for which the Lessee is (or has covenanted with the Council to be) insured against.
- 9.2 **Reinstatement:** At the end of the Term the Lessee will yield up the Leased Land in the same good, clean and substantial order, repair and condition and if necessary, make good any damage so as to reinstate the Leased Land to the condition it was in at the Commencement Date.

10 SQUASH COURTS AND GROUNDS MAINTENANCE

- 10.1 **Squash Courts:** The Lessee will at all times maintain the Leased Land as squash courts, and for no other purpose.

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- 10.2 **Tidy Condition:** In addition to the specific requirements for maintenance of the squash courts stated in clause 10.1 above, the Lessee must also at all times, at its sole cost, maintain the grounds and surrounds of the Leased Land, including any lawns, gardens, fences and paths, in a clean, tidy and attractive and cared for condition to the satisfaction of the Council, including:
- 10.2.1 disposing of and keeping the Leased Land free from rubbish, stones and broken glass and keeping rubbish bins and containers in a tidy and sanitary condition;
 - 10.2.2 keeping any gardens and planted areas weeded and watered and replacing plants and shrubs which die or are destroyed;
 - 10.2.3 taking effective measures to prevent any noxious weeds (including but not limited to gorse, broom, sweet briar) and recognised environmental plant pests growing on the Leased Land and complying with the provisions of the Biosecurity Act 1993 and will in the same way make all reasonable efforts to keep the Leased Land free from pests and noxious vermin; and
 - 10.2.4 removing any externally visible graffiti on the Leased Land within five (5) Working Days of any defacement occurring.
- 10.3 **Climate Change Response Act 2002:** The Lessee acknowledges the land within the Reserve (lot 75 DP 579 held in RT WN104/58) is subject to a Notice pursuant to Section 195(2) of the Climate Change Response Act 2002 (Instrument 9205541.1) specifying that part of the land in that title is pre-1990 forest land under the Climate Change Response Act 2002.
- 10.4 **Plantations and Trees in General:** The ownership and property in all trees growing on the Reserve shall be vested in and remain vested in Council. The Lessee will not without the prior written consent from the Council, fell, remove, or destroy any tree.
- The Lessee is responsible for carry out usual and normal maintenance work, trimming of trees or shrubs, removal of dead branches, trees or shrubs and standard work of a silvicultural nature within the Leased Land. Any tree work must only be undertaken by a qualified arborist. The Lessee may with the prior written consent of the Council plant new trees on the Leased Land in places approved by the Council in writing.
- 10.5 **Fencing Act:** The Council shall have no liability to contribute to fencing for the purposes of the Fencing Act 1978.

11 INSPECTIONS

- 11.1 **Council's Right to Inspect:** The Lessee must allow the Council, or any person authorised by the Council, at all reasonable times on to the Leased Land to inspect the Leased Land and view its condition and for all other proper and lawful purposes. The Council will give twenty-four (24) hours' notice of inspection except in the case of emergency (being where entry onto the Leased Land is necessary in circumstances of danger to life or property) in which case the Council may enter the Leased Land without notice but will give notice to the Lessee within seventy-two (72) hours following entry onto the Leased Land.
- 11.2 **Notice to Repair or Obtain Approvals:** If the Council gives the Lessee notice of failure to do repairs, or obtain approvals required by this Lease, the Lessee must carry out work or obtain approvals with all speed and complete the work in a diligent and workmanlike manner.
- 11.3 **Failure to Comply with Notice:** If the Lessee fails to comply with clause 11.2 or the approvals are not granted then without prejudice to the Council's other rights and remedies expressed or implied, the Council (and/or its employees and contractors), is entitled to enter the Leased Land together with all necessary equipment and material at all reasonable times and on reasonable notice (except in the case of emergency) and carry out the work and remove or make good unauthorised work and the

Lessee must pay the Council for the cost of that work on demand, together with interest on the moneys expended at the default interest rate from the date of expenditure to the date of payment.

- 11.4 **Council's Right to Enter to Remove Trees:** the Council, having first given to the Lessee not less than 10 days' notice in writing (except in the case of emergency), hereby reserves the right from time to time and at all times, where justified or required for safety or conservation purposes, by its servants, agents and workmen to enter upon the Leased Land to cut, fell, remove or destroy any tree or shrub growing on the Leased Land and to replace any such tree or shrub by replanting PROVIDED HOWEVER that the Lessee shall not be liable to repair or make good any damage to fencing or other improvements upon the Leased Land which may be caused by operations of the Council its servants, agents or workmen and any such damage shall be immediately repaired by the Council.

12 INSURANCE, RISK, INDEMNITY AND TAXATION

- 12.1 **Lessee to Insure Buildings:** The Lessee will at all times during the Term of the Lease insure and keep insured the Leased Land to their full replacement value against the Insured Risks with such insurance being acceptable to the Council and in the joint names of the Lessee and Council if required by the Council. The Lessee is responsible for payment of any insurance excess imposed in respect of any claim, and all insurance premiums payable for the Leased Land. The Council and the Lessee acknowledge that the existing buildings that form part of the Leased Land have been erected and paid for by the Lessee. The parties each agree and covenant that any insurance monies which may hereafter be received, arising from any damage or destruction to the buildings, will be applied in the reinstatement or repair of such buildings.
- 12.2 **Lessee's Public Liability Insurance:** During the Term of the Lease, the Lessee will at its own cost keep at all times with a respectable insurance company in the joint name of the Council and the Lessee for their respective rights and interests public risk insurance applicable to the Leased Land and the activities carried on, in, or from the Leased Land for an amount not less than the Minimum Public Risk Insurance Cover set out in the Reference Schedule or such other amount as the Council may from time to time reasonably require.
- 12.3 **Lessee's Contents Insurance:** The Lessee will be responsible for arranging its own contents insurance.
- 12.4 **Lessee Proof of Insurance Cover:** The Lessee must, if required, produce to the Council copies of all insurance policies and a certificate of currency of insurance for each of those policies effected by the Lessee under clauses 12.1, 12.2 and 12.3 and proof of payment for those insurance policies. The Lessee must ensure the Council is noted on any insurance policy for the buildings on the Leased Land as an interested party in its capacity as owner of the Leased Land.
- 12.5 **Lessee Not to Void Insurance:** The Lessee must not allow anything to be done on the Leased Land that would result in any insurance policy covering the risk of loss or damage to the Leased Land becoming void or voidable.
- 12.6 **Risk:** The Lessee uses the Leased Land at its risk and releases, to the full extent permitted by law, the Council, its employees and agents from all liabilities, claims and demands of any kind which may arise in respect of any accident, damage, injury or loss suffered by any person or property in or about the Leased Land, or in connection with the Lessee's use of the Leased Land.
- 12.7 **Lessee Indemnifies Council:** Notwithstanding clause 12.6, the Lessee indemnifies the Council against all costs, claims and demands in respect of injury or damage resulting from any act or omission of the Lessee or any member, employee or invitee of the Lessee or any other person using the Leased Land.
- 12.8 **Section 271 Property Law Act 2007:** For the purposes of section 271 of the Property Law Act 2007, the Lessee acknowledges and agrees that:
- 12.8.1 **Land not insured:** the Council has not insured the Reserve against destruction or damage arising from flood, fire, explosion, lightning, storm, earthquake or volcanic activity; and

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- 12.8.2 **Lessee to make good:** the Lessee, 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 Reserve and indemnifies the Council against the cost of doing so should the Lessee default in that obligation.
- 12.9 **Taxation:** Each party is solely responsible and liable for the taxation position it takes in respect of any amount it has paid or received or that it is required to pay or to receive pursuant to this Lease, and no party makes any representation or warranty or is otherwise liable to any other party as to the appropriate taxation position in respect of any amount paid or received or payable or receivable pursuant to this Lease.
- 13 DAMAGE TO OR DESTRUCTION OF LEASED LAND**
- 13.1 **Building to be Reinstated:** In the event of the destruction of or damage to any of the buildings on the Leased Land, the Lessee will apply all insurance monies received in respect thereof in the reinstatement or repair of the building so destroyed or damaged.
- 14 ASSIGNMENT, SUBLETTING AND HIRING OUT**
- 14.1 **No Assignment:** The Lessee must not assign, sublease, mortgage, charge, or part with possession of the Leased Land or any part of the Leased Land without the prior consent in writing of the Council. The Council shall not be required to consent to any mortgage, charge, assignment or parting with possession unless in the opinion of the Council such mortgage, charge, assignment or parting with possession is in the interest of all persons desiring to use the Leased Land.
- 14.2 **Deemed Assignment:** To avoid doubt, if the Lessee is a charity, an incorporated society or an association or trust (whether incorporated or not), any amalgamation, or any change in the Lessee's constitution or rules which affects the objects or purposes of the Lessee, will be deemed to be an assignment of this Lease.
- 14.3 **Hiring Out:** Notwithstanding clauses 3.1 and 14.1, the Lessee may, with the prior written consent of the Council, obtained on each occasion, let out or hire the Leased Land or any part of the Leased Land to a responsible and respectable person or persons or organisation (determined by the Council at its sole discretion) for indoor sports, games or recreational activities or in special circumstances for recreation or activities directly associated with indoor recreation provided it has a community and/or cultural interest. The consent of the Council under this clause may be granted or withheld in its absolute discretion.
- 14.4 **Conditions:** Without limiting the grounds on which the Council may withhold consent under clause 14.4, the Council may, as a condition of any consent, require that:
- 14.4.1 the use of the Leased Land is in compliance with the Required Use, the Reserves Act, Management Plan or Policy if any; and
- 14.4.2 the Lessee be solely responsible at its own cost, for satisfying all regulatory requirements in respect of the proposed use; and
- 15 REMOVAL OF BUILDINGS/IMPROVEMENTS**
- 15.1 **No Removal:** The Lessee must not pull down or remove any buildings or improvements on the Leased Land without first obtaining the written consent of the Council.
- 15.2 **Reinstatement, if Required by Council:** If the Council has authorised any Building Work during the Term the Lessee will, if required by the Council, prior to expiry of the Term, restore the Leased Land to the state it was in prior to the work being carried out, making good any damage caused to the Leased Land by removal of any such works.

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- 15.3 **No Compensation on Cancellation:** At the end of this Lease, whether by expiry of the Term, breach of condition or otherwise, the Leased Land together with all buildings and improvements will revert to the Council without any compensation whatsoever being payable to the Lessee by the Council.
- 15.4 **Chattels:** Upon re-entry by the Council, any chattels in the apparent possession of the Lessee remaining on the Leased Land will revert to the Council and the Council may deal with them as it determines and will not be answerable for any loss resulting from the exercise of the power of re-entry.
- 16 **COUNCIL'S RIGHT TO CANCEL OR VARY**
- 16.1 **Council's Right to Cancel:** If at any time after making any enquiries as the Council thinks fit, and giving the Lessee an opportunity of explaining the usage of the Leased Land and the membership of the Lessee's organisation, the Council is of the opinion (acting reasonably and in good faith) that:
- 16.1.1 the Leased Land is not being used or sufficiently used for the Required Use; or
- 16.1.2 membership of the Lessee's organisation is declining to a level where it cannot function or remain sustainable;
- then the Council may cancel this Lease by not less than six (6) months written notice.
- 16.2 **Leased Land Required for Other Use:** If in the opinion of the Council, in the public interest the Leased Land or any part of it could be better used for any other purpose, the Council may cancel or vary this Lease by giving the Lessee not less than six (6) months written notice.
- 16.3 **Cancellation Notice Period:** If the Council wishes to exercise its right to cancel the Lease under clause 16.2, it must first give the Lessee three (3) months written notice of its intention to invoke clause 16.2 (**Notice Period**). During the Notice Period, the Council will discuss with the Lessee the Council's reason for exercising its right to cancel the Lease under clause 16.2.
- 16.4 **Management Plan:** If at any time changes are proposed to be made to the Reserves Act or Management Plan which means that the Leased Land will not be used in compliance with the Reserves Act or Management Plan the Council may cancel or vary this Lease by giving not less than 6 months' notice.
- 16.5 **Variation:** Where the Council gives notice of variation of this Lease pursuant to clause 16.2 or 16.4 and such variation materially affects the provisions of this Lease or the Lessee conducting the Required Use the Lessee may not less than 3 months prior to the variation coming into effect cancel this Lease by giving not less than 3 months' notice to the Council.
- 16.6 **Grounds for Cancellation:** The Council (in addition to the Council's right to apply to the Court for an order for possession) may cancel this Lease by re-entering the Leased Land at the time or any time after:
- 16.6.1 the Lessee fails to pay any instalment of the Rent for ten (10) Working Days after the due date to pay and the Lessee has failed to remedy that breach within ten (10) Working Days after service on the Lessee of a notice in accordance with section 245 of the Property Law Act 2007; or
- 16.6.2 the Lessee fails to observe or perform any obligation under this Lease (other than the covenant to pay Rent) and the Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with section 246 of the Property Law Act 2007; or

16.6.3 the Lessee:

- (a) becomes insolvent;
- (b) goes into bankruptcy, statutory management, voluntary administration, receivership or liquidation or is about to go into bankruptcy or liquidation;
- (c) is wound up, dissolved or becomes defunct;
- (d) where it is a charity, incorporated society, or an association or trust (whether incorporated or not) implements a change in the Lessee's constitution or rules which affects the objects or purposes of the Lessee; or

16.6.4 the Council determines it necessary to cancel the Lease in accordance with clause 16.1 or 16.2 or 16.4.

16.7 **Council's Option to Remedy Lessee's Default:** The Council may, without being under any obligation to do so, remedy, at the Lessee's cost, any default by the Lessee under this Lease.

16.8 **No Compensation:** The Council shall not be called upon or be liable to pay any compensation to the Lessee in respect of any cancellation of this Lease or for any consequence that may flow from cancellation of this Lease.

17 DISPUTE RESOLUTION

17.1 **Negotiation or Mediation:** Except for those provisions where the Council has a discretion contained in clauses 1.2, 2.3, 14.4, 15.4, 16.1 and 16.2 or 16.4 if any dispute arises between the Council and the Lessee concerning this Lease, the parties will try in good faith to settle the matter by negotiation, and if that is unsuccessful by mediation.

17.2 **Minister:** If the dispute cannot be settled by negotiation or mediation, then the dispute will be decided upon by the Minister or the Minister's delegate, if the Minister is required under the Reserves Act to decide the matter, and in any other case the dispute will be referred to arbitration.

17.3 **Referral to Arbitrator:** The dispute will be referred to a sole arbitrator if the parties agree upon one, and if not, then the dispute will be referred to an arbitrator appointed by the then President or Vice President of the New Zealand Law Society.

17.4 **Award Final:** The arbitration will be governed by the Arbitration Act 1996 and the arbitral award will be final and binding on the parties.

18 COUNCIL AS LAND OWNER, NOT REGULATORY AUTHORITY

18.1 **Council as Land Owner:** The Council has signed this Lease in its non-regulatory capacity as land owner and administering body. This Lease does not bind the Council in its capacity as a regulatory authority in any way, and any consent or agreement the Council gives under this Lease is not an agreement or consent in its regulatory capacity and vice versa. When acting in its regulatory capacity, the Council is entitled to consider all applications to it without regard to this Lease. The Council will not be liable to the Lessee or any other party if, in its regulatory capacity, the Council declines or imposes conditions on any consent or permission that the Lessee or any other party seeks for any purpose associated with this Lease.

19 IMPLIED PROVISIONS

19.1 **Land Transfer Act 2017:** The covenants and provisions implied in leases by the Land Transfer Act 2017 will apply to this Lease except to the extent they are inconsistent with the terms of this Lease.

19.2 **Property Law Act 2007:** The covenants and powers contained in clauses 4, 5, 6, 9, 11 and 12 of Part 2 and Clause 13 of Part 3 of Schedule 3 of the Property Law Act 2007 will not be implied in this Lease and are expressly negated.

19.3 **Reserves Act:** The covenants and provisions required to be included in this Lease by the Reserves Act will apply to the extent that they are not expressly included in the terms of this Lease.

20 COMPLIANCE

20.1 **Lessee Must Comply:** The Lessee must comply with all Acts, Regulations, By-laws, District and Regional Plan Rules, the Management Plan and Policy (if any) as they affect the Leased Land, including the terms of any licence to sell or supply alcoholic beverages from the Leased Land.

20.2 **Council's Requests:** The Lessee will at all times comply with any lawful request of the Council with regard to the use of the Leased Land and Shared Access Land.

21 NOTICES

21.1 **Service of Notices:** Any notice or document required or authorised to be given or served under this Lease may be given or served:

21.1.1 **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

21.1.2 **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.

21.2 **Time of Service:** In respect of the means of service specified in clause 21.1.2(b)) any notice or other document will be treated as given or served and received by the other party:

21.2.1 **Personal Delivery:** when received by the addressee;

21.2.2 **Post:** three (3) Working Days after being posted to the addressee's last known address in New Zealand; or

21.2.3 **Email:** on completion of an error free transmission.

21.3 **Signature of Notices:** Any notice or document to be given or served under this Lease must be in writing and may be signed by:

21.3.1 **Party:** the party giving or serving the notice;

21.3.1 **Attorney:** any attorney for the party serving or giving the notice; or

21.3.2 **Authorised Person:** the solicitor or any director, officer, employee or other agent who has authority to give or serve the notice.

22 COSTS

22.1 **Lessee to pay Council's Costs:** The Lessee must pay all legal costs, and expenses for the preparation and completion of this Lease and any variation of it (if any), and any deed of renewal and/or rent

review, and all costs incurred by the Council of and incidental to the enforcement or attempted enforcement of the Council's rights, remedies and powers under this Lease.

- 22.2 **Costs:** The Lessee must pay all of the Council's reasonable costs incurred in considering any request by the Lessee for the Council's consent to any matter contemplated by the Lease.

23 DELEGATION OF MINISTER'S CONSENT

- 23.1 **Delegation of Minister's Consent:** The Lessee acknowledges that, pursuant to an Instrument of Delegation from the Minister of Conservation to territorial authorities dated 12 June 2013, the Council is able to exercise the Minister's powers to consent to the grant of this Lease, and a separate consent from the Minister is not required.

24 COUNCIL'S CONSENT

- 24.1 **Consent required on each occasion:** The Council's consent under this Lease is required for each occasion even if the Council has given a consent for the same or a similar process on an earlier occasion.

- 24.2 **Consent not to be unreasonably withheld:** If this Lease states that the Council's consent is required for anything done or proposed to be done, then unless otherwise stated in each case, the Council:

24.2.1 must not unreasonably withhold consent; and

24.2.2 must within a reasonable time of the Council's consent being requested:

- (a) grant that consent; or
- (b) notify the Lessee in writing that the consent is withheld.

25 MARTINBOROUGH GOLF CLUB INCORPORATED LEASE

- 25.1 **Martinborough Golf Club Incorporated ("Golf Club") Lease:** The Lessee acknowledges that the Lessor is party to a Lease with the Golf Club dated 3 May 2022 in respect of the Golf Course and that the Golf Course does not form part of this lease.

- 25.2 **Shared Access to Leased Land:** The Lessee acknowledges that in order for the Golf Club members to access the Golf Club and Golf Course, the members and visitors of the Lessee will share access to the Leased Land over the Shared Access Land with the members and visitors of the Golf Club. The Lessee and the Golf Club will between themselves be responsible for making any such arrangements for the shared use of access, parking or other facilities as may properly be appropriate to the situation from time to time.

- 25.3 **Septic Tank:** The Lessee acknowledges that the Lessee and the Golf Club share the use of a septic tank and the Lessee agrees any matters relating to the shared use of the septic tank shall be dealt with by the Lessee and the Golf Club directly.

- 25.4 **Disputes:** The Lessee shall take into account and where practicable follow any of the Council's reasonable directions with regard to the Lessee and the Golf Club's use of the Shared Access Land and the Septic Tank or the relationship between the Lessee and the Golf Club including if there is any dispute between the Lessee and the Golf Club.

26 GENERAL

- 26.1 **Partial Invalidity:** If any provision of this Lease is or becomes invalid or unenforceable, that provision will be deemed deleted from this Lease. The invalidity or unenforceability of that provision will not affect the other provisions of this Lease, all of which will remain in full force and effect to the extent

permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.

- 26.2 **Remedies:** The rights, powers and remedies provided in this Lease are cumulative and are in addition to any right, powers or remedies provided by law.
- 26.3 **Entire Agreement:** This Lease records the entire understanding and agreement of the parties relating to the matters dealt with in this Lease. This Lease supersedes all previous understandings or agreements (whether written, oral or both) relating to such matters. The Lessee acknowledges that it has either taken, or has been given the opportunity to take, independent legal advice about the nature, effects and obligations of this Lease, before signing it.
- 26.4 **Further Assurances:** Each party will do all things and execute all documents reasonably required to give effect to the provisions and intent of this Lease.
- 26.5 **Waiver:** Any waiver by a party of any of its rights or remedies under this Lease will be effective only if it is recorded in writing and signed by that party. If the waiver relates to a breach of any provision of this Lease, this will not (unless stated otherwise) operate as a waiver of any other breach of that provision. No waiver of any breach, or failure to enforce any provision, of this Lease at any time by a party will in any way affect, limit or waive that party's right to subsequently require strict compliance with this Lease.
- 26.6 **Counterparts:** This Lease may be signed in counterparts. All executed counterparts will together constitute one document.
- 26.7 **Copies:** Any copy of this Lease that is received by facsimile or via email in PDF or other document reproduction format (including any copy of any document evidencing a party's signature to this agreement) may be relied on by any party as though it were an original copy of this Lease. This Lease may be entered into on the basis of an exchange of facsimile, PDF or other document reproduction format.
- 26.8 **Amendment:** No amendment to this Lease will be effective unless it is in writing and signed by each party.

27 INTERPRETATION

In this deed unless the context indicates otherwise:

27.1 Definitions:

"Building Warrant of Fitness" means the building warrant of fitness and any associated reports as required by sections 108 and 110 of the Building Act 2004;

"Building Work" means work for or in connection with the construction, alteration, demolition or removal of a building or any fixtures or improvements and includes earthworks preparatory to or associated with that construction, alteration, demolition or removal and any work of a structural or retaining nature, and services associated with that work;

Council means South Wairarapa District Council in its capacity as land owner and administering body under the Reserves Act;

"District Plan" means the Operative Wairarapa Combined District Plan prepared under the Resource Management Act.

"Golf Club" means Martinborough Golf Club;

"Golf Course" means the Martinborough golf course operated by the Martinborough Golf Club being the Reserve owned by the Council contained in certificate of title WN103/58, legally described as Lot 75 Deposited Plan 579 and known as the Martinborough Golf Course ("Golf Course") not including the Leased Land and the Shared Access Land and edged green on the Plan attached at Schedule 1 of this Lease;

"GST" means the goods and services tax imposed by the Goods and Services Tax Act 1985 and includes any tax levied in substitution of such tax;

"Insured Risks" means loss, damage or destruction resulting from fire, flood, explosion, lightning, storm, earthquake and volcanic activity and any other risks which the Lessee is reasonably required to be insured against (or has covenanted with the Council to be insured against);

"Lease" means this deed of lease;

"Leased Land" means the land defined in the Reference Schedule and includes any buildings located on the Leased Land;

"Lessee" means the Lessee set out on page 1;

"Management Plan" means any Management Plan prepared under section 41 of the Reserves Act for the Reserve;

"Minister" means the Minister of Conservation;

"Outgoings" includes:

- (a) All general and special rates (but not including general rates relating to the Squash Courts or the Leased Land), water rates, sewerage, rubbish collection and recycling charges and other charges for the Leased Land including the Building Warrant of Fitness (if any);
- (b) all charges for electricity, gas, telephone, and any other service or utility charges for the Leased Land;
- (c) New Zealand Fire Service charges for all fire detection and fire fighting equipment and related maintenance for the Leased Land;
- (d) any other costs, expenses or charges related to the Leased Land and Required Use that are not the specific responsibility of the Council under this Lease.

"Policy" means any Leases Policy for Community and Recreation Groups and includes any social or recreational strategy prepared by the Council and in place from time to time;

"Reserve" means the reserve the Leased Land are located on being all that 40.9390 ha (more or less) legally described as lot 75 DP 579 held in record of title WN103/58 (attached), classified as Public Recreational Reserve pursuant to section 5 of the Reserves and other Lands Disposal Act 1946 and vested in Council as such being subject to the Public Reserves Domains and National Parks Act 1928 (now the Reserves Act 1977);

"Reserves Act" means the Reserves Act 1977;

"Shared Access Land" means that area shown coloured blue on the plan attached in Schedule One of this Lease;

"Squash Club" means Martinborough Squash Rackets Club;

"Squash Courts" means the building owned and operated by the Martinborough Squash Rackets Club on the Leased Land; and

"Working Day" has the meaning given to it by the Property Law Act 2007.

- 27.2 **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- 27.3 **Parties:** references to parties are references to parties to this deed;
- 27.4 **Persons:** references to persons will include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality, and words importing one gender will include the other genders;
- 27.5 **Plural and Singular:** words importing the singular number will include the plural and vice versa;
- 27.6 **Statutes and Regulations:** references to any statutory provision will include any statutory provision which amends or replaces it, and any subordinate legislation made under it.

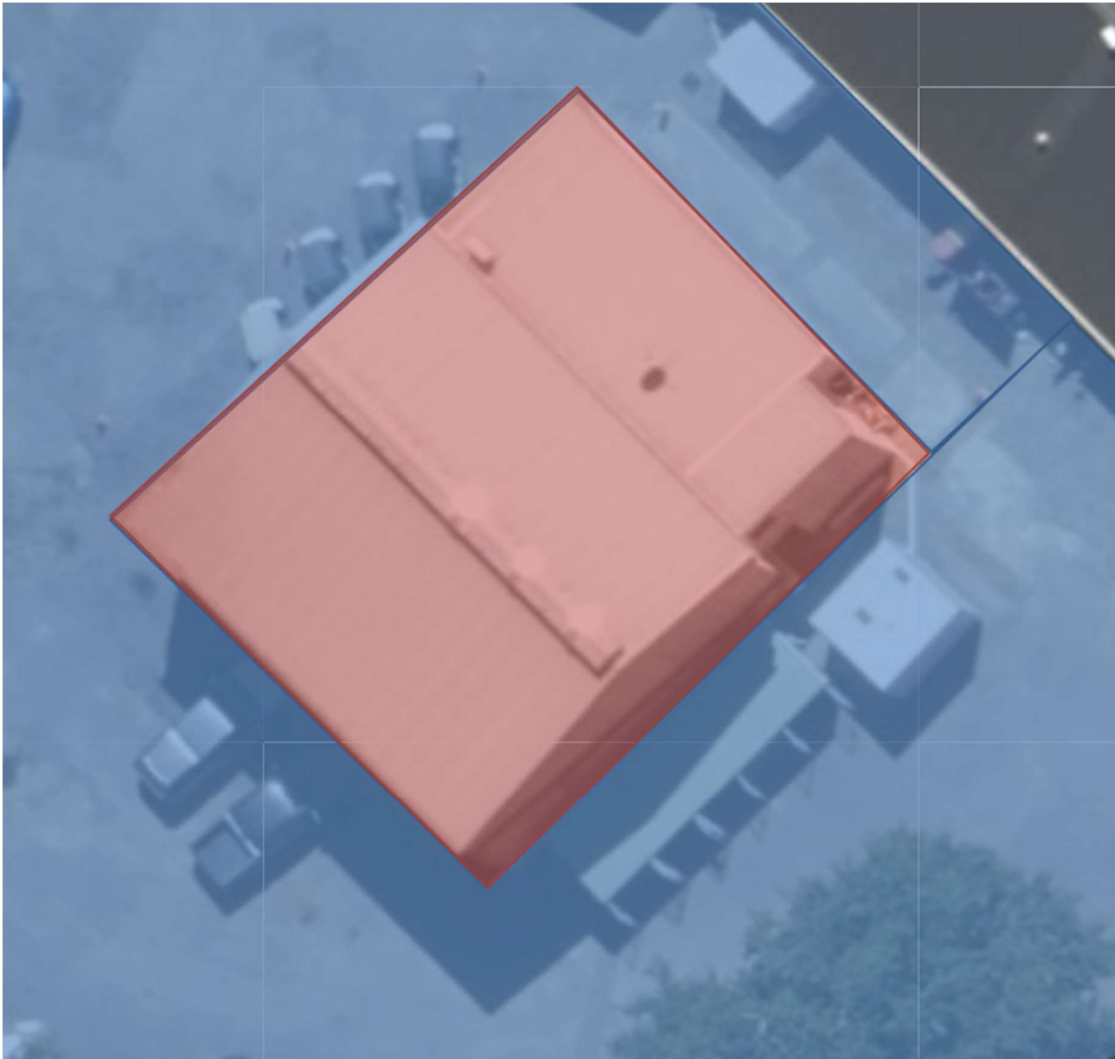
**SCHEDULE ONE
PLAN SHOWING SQUASH COURTS AND SHARED ACCESS**



Area marked in blue represents the Shared Access Area

Area marked in red represents the Squash Court Building

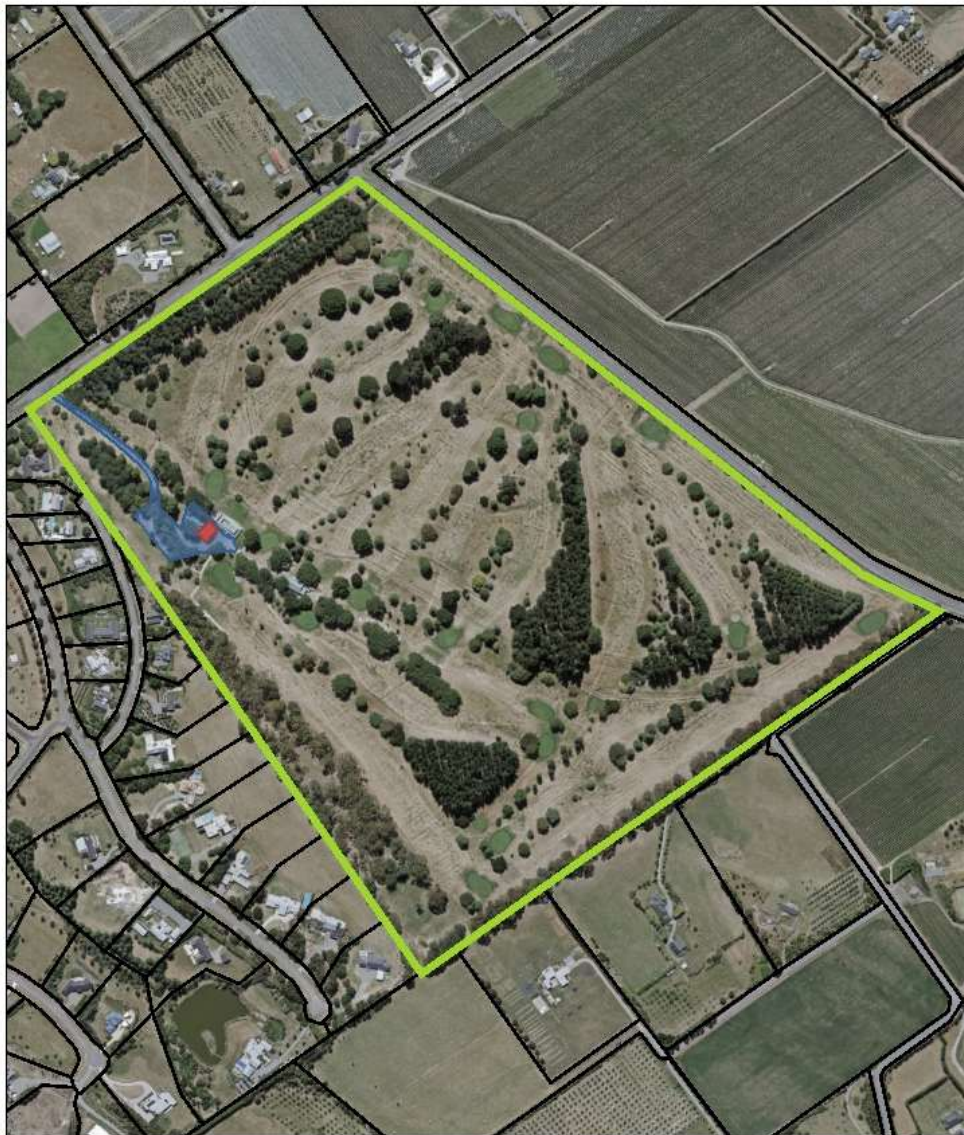
PLAN SHOWING SQUASH COURTS



Area marked in blue represents the Shared Access Area

Area marked in red represents the Squash Court Building

PLAN SHOWING LEASED LAND IN CONTEXT OF GOLF COURSE



April 20, 2021

- ☐ Masterton Property
- ☐ Carterton Property
- ☐ South Wairarapa Property

1:5,500

0 62.5 125 250 Metres

DISCLAIMER
The Masterton, Carterton, and South Wairarapa District Councils accept no responsibility for actions or projects undertaken or loss or damages incurred, by any individuals or company, or agency, using all or any of the information presented on this map. The Councils do not provide interpretation of this information or advice on how to interpret, or utilise this information. Your own independent and appropriate professional advice should be sought. The information displayed on this map may contain errors or omissions or may not have the spatial accuracy required for some purposes.

Area marked in blue represents the Shared Access Area

Area marked in red represents the Squash Court Building

Area edged green represents the Golf Course