

**Dated**

**2021**

**DEED OF LEASE OF  
LAND AT 2 SCARBOROUGH ROAD**

**Lessor**

**CHRISTCHURCH CITY COUNCIL**

**Lessee**

**SUMNER LIFEBOAT INSTITUTION INCORPORATED**

**Christchurch  
City Council** 

CIVIC OFFICES • 53 HEREFORD STREET • CHRISTCHURCH 8013 • TELEPHONE (03) 941-8999

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LEX20652

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**THIS DEED** dated the

day of

**2021**

## **PARTIES**

- (1) **CHRISTCHURCH CITY COUNCIL** (“Lessor”)
- (2) **SUMNER LIFEBOAT INSTITUTION INCORPORATED** (Companies Office Number (Incorporated Society) 219330) (“Lessee”)

## **BACKGROUND**

- A** The Lessor holds the Land as Local Purpose (Esplanade) Reserve under the Reserves Act 1977.
- B** The Lessor has agreed to lease the Land to the Lessee and the Lessee has agreed to take the Land on lease, in accordance with the terms and conditions specified in this Lease.

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

### **1 INTERPRETATION**

In this Lease unless the context otherwise requires:

#### **1.1 Definitions:**

- (a) “**Annual Rent**” means the annual rent specified in the first schedule to this Lease, subject to changes consequent on the exercise of the Lessor's right to review the annual rent;
- (b) “**Authority**” means and includes every governmental, local, territorial and statutory authority having jurisdiction over or authority for the Land or the use of the Land or the Lessee's Improvements or the use of the Lessee's Improvements;
- (c) “**Commencement Date**” means the date specified in the first schedule to this Lease;
- (d) “**Default Interest Rate**” means a rate of interest equal to the Bank of New Zealand commercial lending rate at the date of default plus 5%.
- (e) “**Goods and Services Tax**” or “**GST**” means tax levied in accordance with the Goods and Services Tax 1985 and includes any tax levied in substitution for such tax;
- (f) “**Insured Risks**” means loss, damage or destruction resulting from fire, flood, explosion, lightning, earthquake, storm, volcanic activity and any other risks which the Lessor reasonably requires the Lessee to be insured against (or the Lessee has covenanted with the Lessor to be insured against);
- (g) “**Land**” means that part of the land described in the first schedule and shown marked “A” and “B” and outlined in bold yellow lines on the plan annexed to this Lease but excludes the Lessee's Improvements and excludes areas not in the Lessor's control and classified as Common Marine and Coastal Area.

- (h) **“Lessee”** means the person specified as the Lessee in the first schedule and includes the Lessee's successors and permitted assigns and the Lessee's agents, employees, contractors and invitees;
  - (i) **“Lessee's Improvements”** means the Lessee's property situated in or on or about the Land, and includes all buildings, structures, any thing or item attached to buildings or structures and improvements and all equipment and plant owned or placed on the Land by the Lessee;
  - (j) **“Lessor”** means the person specified as the Lessor in the first schedule and includes the Lessor's executors, administrators, successors and assigns and the Lessor's employees, contractors and agents;
  - (k) **“Outgoings”** means:
    - i) all rates, charges, levies, assessments, duties, impositions and fees from time to time payable to any Authority in respect of the Land and/or the Lessee's Improvements; and
    - ii) all charges in relation to the supply of electricity, telecommunications, gas and water to the Land and/or the Lessee's Improvements; and
    - iii) the removal of rubbish, sewage and wastewater from the Land and/or the Lessee's Improvements.
  - (l) **“Permitted Use”** means the use specified in the first schedule to this Lease;
  - (m) **“Premises”** means the Land and the Lessee's Improvements as shown outlined in yellow and marked “A” on the attached plan;
  - (n) **“Rent Payment Date”** means the rent payment date specified in the first schedule to this Lease;
  - (o) **“Rent Review Date(s)”** means the rent review date(s) specified in the first schedule to this Lease;
  - (p) **“Rules”** means the rules referred to in clause 12 of this Lease;
  - (q) **“Term”** means the term of this Lease specified in the first schedule and includes the Initial Term and (if this Lease is renewed) the Renewal Term and (if this Lease is further renewed) any further Renewal Term(s);
  - (r) **“Termination Date”** means the date specified in the first schedule to this Lease; and
  - (s) **Working Day** has the meaning given to it by the Property Law Act 2007.
  - (t) **Parties:** references to parties are references to parties to this Lease;
- 1.2 **Persons:** references to persons shall be deemed to include references to individuals, companies, partnerships, associations, trusts, government departments and local authorities in each case whether or not having separate legal personality;
- 1.3 **Defined Expressions:** expressions defined in the main body of this Lease have the defined meaning in the whole of this Lease including the background and schedules;
- 1.4 **Headings:** section, clause and other headings are for ease of reference only and do not form any part of the context or affect the interpretation of this Lease;

- 1.5 **Plural and Singular:** words importing the singular number shall include the plural and vice versa;
- 1.6 **Sections, Clauses and Schedules:** references to sections, clauses and schedules are references to sections, clauses and schedules to this Lease;
- 1.7 **Schedules:** the schedules to this Lease and the provisions and conditions contained in such schedules shall have the same effect as if set out in the body of this Lease;
- 1.8 **Negative Obligations:** any obligation not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done;
- 1.9 **Statutes and Regulations:** references to a statute include references to regulations, orders, rules or notices made under that statute and references to a statute or regulation include references to all amendments to that statute or regulation whether by subsequent statute or otherwise.

## 2 GRANT OF LEASE AND RIGHT(S) OF RENEWAL

- 2.1 The Lessor leases to the Lessee and the Lessee takes the Land on lease for the Term commencing on the Commencement Date and ending on the Termination Date at the Annual Rent.
- 2.2 If the first schedule to this Lease provides for a Renewal Term or Renewal Terms, the following provisions shall apply:
- (a) If:
- i) the Lessee has not been in breach of this Lease; and
  - ii) the Lessee has given to the Lessor written notice to renew this Lease at least three calendar months before the end of the term; and
  - iii) The Lessor is satisfied (in its sole and absolute discretion) that there is sufficient need for the sports, games, or other recreational activity specified in the Lease, and that in the public interest some other sport, game or recreational activity should not have priority.

**THEN** the Lessor will grant a new lease for the next term from the renewal date as follows:

- (A) The annual rent shall be subject to review during the renewal term on the review dates, or if no dates are specified, then after the lapse of the equivalent periods of time as are provided herein for rent review.
  - (B) The renewed lease shall otherwise be upon and subject to the covenants and agreements expressed or implied in this Lease, except that the term of this Lease plus all further terms shall expire on or before the Final Expiry Date (as specified in the first schedule).
- 2.3 **Holding Over:** If, other than under a renewal of this Lease or the grant of a further Lease, the Lessor permits the Lessee to remain in occupation of the Premises after the end or earlier termination of the Term, the occupation will be a periodic tenancy only, determinable by 20 Working Days' notice by either the Lessor or the Lessee to the other, at the rent then payable and otherwise on the same terms and conditions (as far as applicable to a periodic tenancy as are contained in this Lease).

## 3 RENT AND RENT REVIEWS

- 3.1 The Annual Rent shall be payable to the Lessor annually in advance in one sum. The first payment is due on the Commencement Date and shall comprise rent from that date to the next Rent Payment Date.

- 3.2 All payments of Annual Rent under this Lease shall be paid without deduction or set off of any kind to the Lessor, and in such manner as the Lessor may in writing direct.
- 3.3 The Annual Rent shall be subject to review by the Lessor on the Rent Review Date(s) to be in accordance with any sports leasing/licensing policy that the Lessor may have in place at the relevant Rent Review Date. If there is no such sports leasing/licensing policy in place at the time of the relevant Rent Review Date, the Annual Rent shall be subject to review by the Lessor on the Rent Review Date to be in accordance with rents charged by the Lessor for leases and licences to similar societies and organisations.
- 3.4 It is agreed between the parties that any rent increase shall not at any time be more than 50% of the Annual Rent payable immediately before the relevant Review Date and that if the Annual Rent increases by more than this amount notwithstanding the Termination Date in the First Schedule, the Lessee shall have a right of early termination of the Lease by giving the Lessor a minimum of three (3) months written notice of the intention to terminate under this clause with the date of termination being taken as three (3) months from the date the notice is received by the Lessor or such other date mutually agreed between the parties. Early termination under this clause 3.4 shall not release the parties from any liability or obligations arising under the Lease prior to the date of termination.

#### **4 OUTGOINGS AND OTHER CHARGES**

The Lessee shall pay all Outgoings payable in respect of its occupation of the Land and/or the Lessee's Improvements, or any part thereof during the Term of this Lease.

#### **5 GOODS AND SERVICES TAX**

The Lessee will pay to the Lessor all GST in respect of all goods and services provided by the Lessor or its agents to the Lessee pursuant to the provisions of this Lease and without limiting the generality thereof shall in particular pay:

- (a) All GST assessable on the Annual Rent payable from time to time in the same manner as provided herein for the payment of the Annual Rent on which such tax is assessed; and
- (b) All GST assessable in respect of any outgoing or other amount paid by the Lessor but which is reimbursable by the Lessee to the Lessor in the same manner as provided herein for the payment of the outgoing on which such tax is assessed.

#### **6 CONSENT TO IMPROVEMENTS AND MAINTENANCE OF LESSEE'S IMPROVEMENTS**

- 6.1 No buildings, fences, improvements, or other structures shall be erected on or under the Land nor shall alterations or additions be made to any existing building, fence, improvement or structure without the prior written consent of the Lessor and (if applicable) the Minister of Conservation.
- 6.2 The Lessee will maintain, to the reasonable satisfaction of the Lessor, the Lessee's Improvements (including any existing clubrooms) and other buildings, improvements, structures, access ways and all utility services as the Lessor determines are associated with and are necessary and suitable for the use of the Permitted Use. For the avoidance of doubt, the Lessee shall be responsible for all utility services from the Premises to the road boundary (and not just to the boundary of the Land) and will not be expected to maintain the Lessee's Improvements to a standard of condition exceeding the condition of the buildings and structures on the Land as at the date this Lease is executed by the parties.
- 6.3 If at any time the Lessor shall require the installation of a root barrier to prevent tree roots growing under such Lessee's Improvements then the lessee shall install such a root barrier at the cost of the Lessee.

6.4 If at any time tree roots shall cause damage to the Lessee's Improvements or any building or structure on the Land belonging to the Lessee it shall be the responsibility of the Lessee to undertake any necessary repairs at its cost.

## **7 USE**

7.1 The Premises must be used solely for the Permitted Use and related activities permitted by the Lessee's club rules which enhance or promote the Permitted Use. If at any time the Lessor is of the opinion that the Premises are not being used or are not being sufficiently used for the Permitted Use, the Lessor (after making such enquiries as the Lessor thinks fit and giving the Lessee an opportunity of explaining the usage of the Premises and if satisfied that the Premises are not being used or are not being sufficiently used for the Permitted Use), may cancel this Lease in accordance with clause 16.1(b). In the event of such cancellation, compensation shall not be payable to the Lessee.

7.2 The Lessee shall not:

- (a) Bring upon or store within the Premises nor allow to be brought upon or stored within the Premises (excluding sprays, chemicals and other items reasonably necessary for the maintenance of the premises provided such sprays, chemicals and their use is in accordance with statutory and health and safety requirements) any machinery, goods or things of an offensive, noxious, illegal or dangerous nature. Storage of non-commercial quantities of fuel required for the operation of search and rescue craft and vehicles required to be used in conjunction with the Lessee's Permitted Use shall not be deemed to be in contravention of this clause.
- (b) Use the Premises or allow them to be used for any noisome, noxious, illegal or offensive activity.
- (c) Allow any act or thing to be done which may be or grow to be a nuisance, disturbance or annoyance to adjoining landowners or to any other person.

For the avoidance of doubt the Lessee is permitted to reasonably use the Premises for the Permitted Use and any noise emanating from the Premises or any activity which may be deemed by neighbours to be a nuisance as a result of the Lessee carrying out its Permitted Use shall not be deemed to be in contravention of clause 7.2 (b) or (c).

7.3 The Lessee shall not erect any signs on the premises unless:

- (a) The Lessee has first obtained the prior written consent of the Lessor; and
- (b) The Lessee has first obtained all necessary statutory consents and complied with the requirement of any district plan; and
- (c) The signs relate solely to the name of the Lessee's club.

7.4 Notwithstanding clause 7.3, the Lessee may erect on the Premises signs associated to the sponsorship of any event to take place on the Land PROVIDED THAT:

- (a) Such signs are not erected more than 21 working days before the event to which they relate and are removed within 7 days at the end of such event, and
- (b) The Lessee has first obtained all necessary statutory consents, and complied with the requirements of the applicable district plan.

## **8 ASSIGNMENT/SUB-LETTING**

8.1 The Lessee shall not at any time during the Term transfer, assign, mortgage, charge or otherwise part with the possession of the Premises or part thereof or its estate or interest therein and shall not at any time sub-let or hire the Premises or any part thereof to any person.

8.2 Notwithstanding clause 8.1, the Lessee may, hire out the Premises if:

- (a) Such hire is for a use permitted by the Lessee's club rules and will enhance or promote the Permitted Use; and
- (b) Such hiring does not cause or result in a breach of any statutes and/or written complaints to the Lessor concerning noise levels.
- (c) Such hire is not for a period longer than 12 hours at any one time and does not take place before 8am or after 11pm. (Longer periods of hire or hire before 8am and after 11pm, prior consent of the Lessor must be obtained in writing)

The Lessee is permitted to keep the proceeds of any hire and to use these funds towards the maintenance and upkeep of the buildings. The Lessee shall keep accurate records of any hiring out of the Premises under clause 8.2 and will provide the Lessor with information relating to the hire of the Premises if so requested. If there are any breaches of statute and/or noise complaints, the Lessor may (at its sole option) revoke the Lessee's right to hire the Premises. In the event of such revocation, compensation shall not be payable to the Lessee.

## **9 MAINTENANCE OF GROUNDS**

9.1 The Lessee will at its expense maintain all grounds within the Premises in a neat and tidy condition. Such maintenance shall include the maintenance of all fences, gates and paved areas enclosing or serving the Premises.

9.2 The Lessee will, to the reasonable satisfaction of the Lessor, clear and keep clear the Premises from gorse, broom, sweetbriar and other noxious plants and from rabbits and vermin, and in particular will duly and fully comply with the provisions of the Biosecurity Act 1993 and with all notices or demands lawfully given or made under that Act.

9.3 The Lessee will throughout the term of this Lease, to the reasonable satisfaction of the Lessor:

- (a) Cut and trim the top, outside and inside of all live fences and hedges enclosing the Premises (if any) so that they are always in a tidy condition;
- (b) Keep the Premises clean and clear from weeds and litter;
- (c) Keep open all creeks, drains, ditches, and watercourses on the Premises; and
- (d) Keep all fences enclosing the Premises and all walls of buildings on the Premises free from graffiti.
- (e) Keep and maintain the storm or waste water drainage system including downpipes and guttering clear and unobstructed.

If there is any breach of this covenant (and without limiting the Lessor's rights), the Lessor may do any work necessary to remedy the breach and charge the Lessee the reasonable cost of the work.

9.4 The Lessee shall, at its own cost, provide all necessary workmen and caretakers to maintain, supervise and control the Premises.



- 9.5 The Lessee shall maintain all trees and shrubs in a safe condition.
- 9.6 The Lessee shall at the reasonable request and direction of the Lessor cut and trim any trees now existing on the Land.
- 9.7 No existing tree shall be felled or any new tree planted without first obtaining the permission of the Lessor.
- 9.8 The Lessor may (at its sole and absolute discretion) cut and trim trees and/or shrubs on the Land. The Lessee shall not be entitled to any compensation for any cut or trimmed trees or shrubs.
- 9.9 Notwithstanding any other provision in this Lease, the Lessor shall bear no responsibility whatsoever in relation to any trees or tree roots or leaves encroaching onto or damaging the Lessee's Improvements.
- 9.10 The Lessee will obtain permission from the Lessor before undertaking any pruning of a tree on the Premises which is more than 10 metres in height or which is specified in the first schedule to this Lease as being a significant tree.

## **10 INSURANCE**

- 10.1 The Lessee must at all times during the Term:
- (a) insure and keep the Lessee's Improvements insured to their full insurable value against the Insured Risks; and
  - (b) insure the Lessee's own chattels and fixtures and fittings
  - (c) pay the premium for the insurance when due.
- 10.2 In the event of any of the Lessee's Improvements being destroyed all moneys received under or by virtue of any such insurance shall in the discretion of the Lessee be forthwith expended in reinstating or repairing the Lessee's Improvements so destroyed or damaged, provided that should the Lessee decide not to reinstate or repair any such building then this Lease shall thereupon cease and determine but without prejudice to the Lessor's rights in respect of Annual Rent in arrear or antecedent breach of any covenant or condition of this Lease by the Lessee.
- 10.3 If the Lessee elects to reinstate or repair the building or buildings so destroyed or damaged, the Lessor may determine (in its sole and absolute discretion) the location for the new building(s) on the Land.
- 10.4 The Lessee must throughout the Term keep current a public risk insurance policy applicable to the Premises and the business carried on, in, or from the Premises for:
- (a) the amount specified in the First Schedule (being the amount which may be paid out arising from any single accident or event); or
  - (b) any increased amount that the Lessor reasonably requires.
- 10.5 For the purposes of section 271 of the Property Law Act 2007, the Lessee acknowledges and agrees that:
- (a) the Lessor has not insured the Land against destruction or damage arising from fire, flood, explosion, lightning, storm, earthquake or volcanic activity; and

- (b) 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 premises and indemnifies the Lessor against the cost of doing so should the Lessee default in that obligation.

## **11 COSTS AND INTEREST ON UNPAID MONEY**

11.1 Each party will bear their own costs in relation to the preparation of this Deed of Lease .

11.2 The Lessee will pay

- (a) The Lessor's solicitor's costs of and incidental to the preparation of any deed recording a rent review;
- (b) The Lessor's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Lessor's rights remedies and powers under this Lease;
- (c) The costs associated with obtaining the Minister of Conservation's consent (if applicable) to this Lease;
- (d) Any advertising costs associated with statutory requirements to give public notice of this Lease; and
- (e) The Lessors reasonable costs incurred in considering any request by the Lessee for the Lessor's consent to any matter contemplated by this Lease.

11.3 If the Lessee defaults in payment of the rent or other monies payable under this Lease for 10 working days then the Lessee shall pay on demand interest at the Default Interest Rate on the monies unpaid from the due date for payment to the date of payment.

## **12 RULES**

The Lessee may from time to time make rules for the regulation of the use of the Premises by the public, provided that such rules shall not be inconsistent with the provisions of this Lease, nor any applicable statutes, regulations, bylaws or management plan.

## **13 PREMISES MANAGEMENT**

The Lessee may refuse to admit to the Premises or may remove from the same any person:

- (a) Who is disorderly or a disreputable person.
- (b) Who by reason of intoxication or other reason is not in a fit and proper condition to use the Premises.
- (c) Who is not properly or decently attired and clean in person.
- (d) Who behaves in an indecent or disorderly manner or annoys or is offensive to any other person using the Premises.
- (e) Who acts contrary to any of the Rules for the conduct of persons using the said facilities, provided that it shall not be a reason for a person's removal if any omission or failure to observe any such Rule is made in good faith and if the person complies with such Rule upon his attention being drawn to it.

- (f) Who fails or refuses to comply with any lawful request of the Lessee given for the purpose of enforcing the Rules or of preserving the proper management and preservation of the Premises, and the comfort and convenience of the persons using the same.
- (g) Who wilfully damages or destroys any of the property of the Lessor or Lessee.

#### **14 COMPLIANCE WITH STATUTES AND REGULATIONS/LESSOR CONSENTS**

- 14.1 The Lessee shall comply with the provisions of all statutes, ordinances, regulations and by-laws relating to the use of the Premises by the Lessee and will also comply with the provisions of all regulatory consents, licences, requisitions and notices issued by any Authority in respect of the Premises or their use by the Lessee. Without limitation, the Lessee shall (as applicable) comply with the provisions of the Health and Safety at Work Act 2015, ensure that the public building licence is obtained and kept current and comply with the Fire Safety and Evacuation Regulations 1992.
- 14.2 The Lessee acknowledges that the Lessor, in its capacity as a territorial authority, is:
- (a) Required to carry out various statutory consent functions; and
  - (b) Bound by its statutory obligations to exercise its powers, including discretionary powers and duties under the relevant legislation, without regard to its relationship with the Lessee under this Lease.
- 14.3 The granting of any consent by the Lessor as territorial authority shall not of itself be deemed to be a consent or approval by the Lessor under this Lease, and vice versa.

#### **15 SALE AND SUPPLY OF ALCOHOL ACT 2012**

- 15.1 Before applying for a licence under the Sale and Supply of Alcohol Act 2012, the Lessee shall first apply to the Lessor (as owner of the Land) for the consent to the possible issue of a licence. The Lessee again acknowledges that the Lessor will be required to carry out its statutory consent functions independently of any considerations under this Lease and that a consent as land owner under this clause 15.1 shall not constitute a consent by the Lessor as territorial authority. The granting of a licence by the Lessor acting as a Licensing Authority shall not itself constitute a consent by the Lessor as land owner under this clause.
- 15.2 Without limiting the generality of clause 14 above:
- (c) Should the Lessee hold a licence under the Sale and Supply of Alcohol Act 2012 authorising the sale or supply of alcohol in any of the buildings on the Land, the Lessee will ensure that any such licence is restricted to authorise the sale or supply of alcohol only during the hours as may from time to time be approved in writing by the Lessor (as owner of the Land) in terms of the Lessor's policy.
  - (d) It shall be the responsibility of the Lessee to ensure that organisers of social functions in the clubrooms at which alcohol is served comply with the provisions of the Sale and Supply of Alcohol Act 2012 and the relevant Authority requirements governing such activities.
  - (e) The Lessee will ensure that they have a host responsibility policy in place which will ensure that non-alcoholic drinks and food are available when alcohol is being served.

## **16 INDEMNITY**

- 16.1 The Lessee shall indemnify the Lessor to the fullest extent permissible at Law against all claims and proceedings arising out of the Lessee's use and occupation of the Premises.
- 16.2 The Lessee must pay to the Lessor on demand the amount of all costs and expenses incurred by the Lessor in making good any damage to the Premises resulting from the Lessee's acts or omission.
- 16.3 The Lessee is liable to indemnify the Lessor only to the extent that the Lessor is not fully indemnified under any insurance policy.

## **17 CANCELLATION**

- 17.1 The Lessor may (in addition to the Lessor's right to apply to the Court for an order for possession) cancel this Lease by re-entering the Land at the time or any time afterwards:
- (a) if any instalment of the Annual Rent is in arrears for 10 Working Days after the due date to pay and the Lessee has failed to remedy that breach within 10 Working Days after service on the Lessee of a notice in accordance with section 245 of the Property Law Act 2007;
  - (b) if the Lessee fails to observe or perform any obligation under this Lease (other than the covenant to pay rent) and the Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with section 246 of the Property Law Act 2007;
  - (c) the Lessee being a natural person:
    - i) is declared bankrupt or insolvent according to law; or
    - ii) assigns his or her estate or enters into a deed of arrangement for the benefit of creditors;
  - (d) the Lessee being a company or incorporated society:
    - i) is or is deemed to be unable to pay its debts under section 218 of the Companies Act 1955 or section 287 of the Companies Act 1993 (for the purposes of this clause the circumstances referred to in section 218 of the Companies Act 1955 or section 287 of the Companies Act 1993 or any similar set of circumstances in subsequent amendments or statutes replacing those Acts shall also apply to an incorporated society); or
    - ii) goes into liquidation (other than voluntary liquidation for the purpose of reconstruction or amalgamation approved in writing by the Lessor); or
    - iii) is wound up or dissolved; or
    - iv) enters into any assignment or other compromise or scheme of arrangement with its creditors or any class of its creditors; or
  - (e) the Lessee being an incorporated society, ceases to be an incorporated society.
  - (f) the Lessee has a receiver, manager or receiver and manager appointed in respect of any of its assets.
- 17.2 Any breach by the Lessee of the following provisions is a breach of an essential term of this Lease:
- (a) the covenant to pay rent or other money payable by the Lessee under this Lease;
  - (b) the provisions dealing with assignment and subleasing; or

(c) the provisions restricting the use of the Premises.

17.3 The acceptance by the Lessor of any arrears of rent or other money payable under this Lease shall not constitute a waiver of the essential obligation to pay any other rent or money payable under this Lease.

17.4 The Lessee shall compensate the Lessor in respect of any breach of an essential term of this Lease and the Lessor shall be entitled to recover damages from the Lessee for such breaches. The Lessor's entitlement to compensation under this clause is in addition to any other remedy or entitlement of the Lessor (including the right to terminate this Lease).

## **18 NOTICES**

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

(a) 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

(b) in all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007;

i) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or

ii) by facsimile, or by email, or by personal delivery, or by posting by registered mail or by ordinary mail, and if mail is sent by the Tenant to the Landlord the notice may be delivered or posted to:

Christchurch City Council

53 Hereford Street

P O Box 73013

Christchurch 8154

Attention: Property Consultancy Manager

18.2 In respect of the means of service specified in clause 17.1(b)(ii) any notice or other document will be treated as given or served and received by the other party:

(a) when received by the addressee;

(b) three Working Days after being posted to the addressee's last known address in New Zealand;

(c) on completion of an error free transmission, when sent by facsimile; or

(d) when acknowledged by the addressee by return email or otherwise in writing.

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

(a) the party giving or serving the notice;

(b) any attorney for the party serving or giving the notice; or

(c) the solicitor or any director, officer, employee or other agent who has authority to give or serve the notice.

## **19 LESSEE'S IMPROVEMENTS**

- 19.1 Subject to Clauses 19.2 and 19.3, it is acknowledged by the Lessor that all the buildings currently on the Land have been transferred by the Lessor to the Lessee under a separate Deed of Gift and that the Lessee's Improvements belong to the Lessee.
- 19.2 In the event of this Lease being terminated for any reason (except as the result of a breach by the Lessee or the Lessee voluntarily surrendering the Lease), the Lessor will use reasonable endeavours to ensure that any incoming Lessee will pay to the outgoing Lessee the market value (as determined by an independent valuer appointed by the Lessor) of the Lessee's Improvements PROVIDED THAT in no circumstances shall the Lessor be under any obligation to grant a new lease of the premises or any part thereof following the termination of this Lease or to procure an incoming Lessee.
- 19.3 If there shall be no incoming Lessee in terms of clause 19.2 or no incoming Lessee who shall require the Lessee's Improvements, at the end or earlier termination of the term or any renewal term:
- (a) if the Lessor shall require the Lessee to remove the whole or part of the Lessee's Improvements, then the Lessee will remove the same at its cost as soon as reasonably possible and shall repair any damage caused to the Land by such removal and shall leave the Land in a clean and tidy condition to the reasonable satisfaction of the Lessor; or
  - (b) if the Lessor shall require the Lessee to leave the Lessee's Improvements, then the Lessee shall not remove the Lessee's Improvements from the Land and title and ownership in the same shall pass to the Lessor without any compensation being payable to the Lessee.

## **20 NO REGISTRABLE LEASE**

Nothing herein contained or implied shall be deemed to confer on the Lessee the right to acquire the fee simple of the Land or to call upon the Lessor to enter into a lease in registrable form or to put a caveat in respect of this lease on the Record of Title for the land.

## **21 LESSOR'S AGENTS**

All or any of the powers and functions exercisable by the Lessor under these presents may from time to time be exercisable by any person authorised in that behalf by the Lessor.

## **22 RESERVES ACT 1977**

This Lease is intended to take effect as a Lease under the Reserves Act 1977 and of any enactments passed in amendment or substitution thereof and the provisions of the said Act applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out in this Lease. More particularly, this Lease is a lease under the subsection of section 61 (2A) of the Reserves Act 1977.

## **23 ACCOUNTS AND REPORTS**

From time to time the Lessor may require the Lessee to provide to the Lessor details of the Lessee's financial accounts and/or any other information or report relating to the Lessee's membership or use of the Land or Premises. If the Lessor requires such information then the Lessee will provide such information to the Lessor within a reasonable time following the Lessor's request.

## **24 ARBITRATION**

If at any time any question, dispute or difference whatsoever shall arise between the Lessor and the Lessee whether as to the construction of this Lease or the rights duties or obligations of either party hereunder, or any matter arising out of or concerning the same, either party may forthwith give to the

other notice in writing of the existence of such question dispute or difference and the same shall be referred to the arbitration of the Minister of Conservation or a person appointed by him. Such submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any statute enacted in substitution for the time being in force. The award of the Arbitrator shall be final and binding on the parties. Upon every such reference, the costs of and incidental to the reference and the award shall be in the discretion of the Arbitrator who may determine the amount thereof or direct the same to be taxed as between Solicitor and client, or as between party and party and shall direct by whom and to whom and in what manner the same shall be borne and paid.

## **25 RESOURCE EFFICIENCY AND GREENHOUSE GAS EMISSIONS**

- 25.1 The Lessee acknowledges that the Lessor has adopted a range of resource efficiency and carbon reduction initiatives through its Christchurch City Council Resource Efficiency and Greenhouse Gas Emission Policy and the Christchurch Energy Action Plan. The Lessee agrees to use its reasonable endeavours to conduct its rights and obligations under this Lease with regards to these resource efficiency and greenhouse gas emission initiatives.
- 25.2 The Lessee must have an energy efficiency, greenhouse gas emission reduction, solid waste reduction and water efficiency plans ("Waste Management Plans") in place by the Commencement Date to facilitate management of energy use, greenhouse gas emission generation, water use and solid waste generation and to ensure recyclable materials and organic waste is diverted from the rubbish collection system. The Waste Management Plans will include on-going and regular measuring, monitoring and reporting on energy use, greenhouse gas emission generation, solid waste generation and water use. The Lessee will provide the Lessor with a copy of the Waste Management Plans and a copy of the on-going measuring and monitoring reports on request. The Lessee agrees to use the Lessor's free Target Sustainability Service for guidance and advice on setting up and implementing the Waste Management Plans at the Premises.
- 25.3 The Lessee must have dedicated waste collection receptacles at the Premises and will separate waste as follows: rubbish, recycling and organic waste. The Lessee will use the Lessor's preferred waste collection contractor and the Lessee will be responsible for the cost of the collection of rubbish, recycling and organic waste from the Premises as part of the Outgoings.

## **26 SMOKE-FREE POLICY**

The Lessee acknowledges that the Lessor has adopted a 'Smoke-free Policy' to promote the health of the community, especially children and young people. Accordingly, the Lessee will use its reasonable endeavours to encourage people not to smoke within the Premises and will erect appropriate signage on the Premises requiring users of the Premises not to smoke within the Premises.

## **27 LESSOR AS REGULATORY AUTHORITY**

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

## **28 SUITABILITY**

No warranty or representation expressed or implied has been or is made by the Lessor that the Land is now suitable or will remain suitable or adequate for use by the Lessee or that the use of the Land by the Lessee will comply with the by-laws or ordinances or other requirements of any authority having jurisdiction. The Lessee acknowledges that the Lessee is satisfied that it will receive the benefits

anticipated by the Lessee under this Lease (having regard to the restrictions set out in this Lease) and has not relied on any statement or representation by the Lessor.

**29 PROPERTY LAW ACT**

The covenants and powers contained in clauses 4, 5, 6, 9, 10 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.

**In witness of which this Deed has been executed**

**THE COMMON SEAL** of )  
**CHRISTCHURCH CITY COUNCIL** )  
was hereto affixed in the presence of: )

\_\_\_\_\_ Mayor/Councillor

\_\_\_\_\_ Authorised Officer

**THE COMMON SEAL** of the **SUMNER** )  
**LIFEBOAT INSTITUTION INCORPORATED** )  
was hereto affixed in the presence of: )

\_\_\_\_\_ President / Vice President

\_\_\_\_\_ Management Committee Member



## FIRST SCHEDULE

### Reference Schedule

<b>Lessor:</b>	Christchurch City Council
<b>Lessor's Address:</b>	Civic Offices 53 Hereford Street PO Box 73015 Christchurch 8154 Attn: Property Consultancy Manager
<b>Lessee:</b>	<b>SUMNER LIFEBOAT INSTITUTION INCORPORATED</b>
<b>Lessee's Address:</b>	PO Box 17515 Sumner Christchurch
<b>Address of Land:</b>	Part of 2 Scarborough Road, Sumner, Christchurch
<b>Legal Description of Land:</b>	Lot 2 and Lot 3 Deposited Plan 429460 as shown marked A and B and outlined in yellow on the attached plan
<b>Initial Term:</b>	Thirty-three (33) years
<b>Commencement Date:</b>	1 August 2021
<b>Termination Date:</b>	31 July 2054?
<b>Renewal Term(s):</b>	No right of renewal
<b>Final Expiry Date:</b>	31 July 2054?
<b>Annual Rent:</b>	\$225.00 per annum plus GST
<b>Rent Payment Date:</b>	On the Commence Date and then on each anniversary of the Commence Date
<b>Rent Review Date(s):</b>	Every third anniversary of the Commencement Date
<b>Permitted Use:</b>	Storage and use of life-rescue craft, activities directly associated with sea rescue, education and training
<b>Public Liability Insurance:</b>	\$2 million
<b>Significant Trees (if any):</b>	N/A
<b>Statutory Lease Provision:</b>	Section 61 (2A) ) of the Reserves Act 1977

PLAN OF PREMISES



SCHEDULE	
Shown	Area
A	173m <sup>2</sup>
B	64m <sup>2</sup>

S:\Project\RPS\02714 - Summer Lifeboat Institute Inc - Lease Plan\12a\Survey\F11560

**Christchurch City Council**  
TECHNICAL SERVICES & DESIGN

Project Number: RPS2714-02  
Client: Christchurch City Council

Summer Lifeboat Institute Inc.  
Lease Plan

Scale: 1:300  
Date: 15/08/2021

Sheet: 1 of 1