

# LICENCE TO OCCUPY

## 12 Redcastle Road, Ōamaru



DATED this \_\_\_\_\_ day of \_\_\_\_\_

### PARTIES

- (1) **WAITAKI DISTRICT COUNCIL** ("Licensor")
- (2) **NAME** ("Licensee")

### BACKGROUND

- A. The Licensor is the owner of Section 22 Block I: Town of Ōamaru located at 12 Redcastle Road, Ōamaru.
- B. The Licensor and the Licensee have agreed that the Licensee will receive a non-exclusive license to use the Council land as indicated on the plan attached to this license.
- C. The parties have entered this license to record the terms and conditions on the which the Licensee may use the License Area.

Executed as an agreement.

Signed for and on behalf of **Waitaki District Council** as Licensor under delegated authority by:

\_\_\_\_\_  
*Authorised signatory*

**Name:**  
**Position:**  
**Date:**

In the presence of:

\_\_\_\_\_  
*Witness signature*

**Full Name:**  
**Occupation:**  
**Address:**

Signed for and on behalf of **NAME** by:

\_\_\_\_\_  
*Authorised signatory*

**Name:** [       ]  
**Position:** [       ]  
**Date:**

In the presence of:

\_\_\_\_\_  
*Witness signature*

**Full Name:**  
**Occupation:**  
**Address:**

## SCHEDULE 1

(Reference Schedule)

<b>SITE</b>	Part Section 22 Block I Town of Ōamaru located at 12 Redcastle Road, Ōamaru being approximately 1.3ha and outlined in red as attached in Schedule 3.	
<b>LICENCE AREA</b>	Shaded in blue and shown in Schedule 3	
<b>COMMENCEMENT DATE</b>	DD MM 2025	
<b>TERM</b>	Three (3) years.	
<b>TERM EXPIRY</b>	DD MM 2028	
<b>RIGHT OF RENEWAL</b>	One of three (3) years	
<b>FINAL EXPIRY</b>	DD MM 2031	
<b>LICENCE FEE</b>	\$\$\$\$ plus GST per annum, subject to review in accordance with clause 1.	
<b>RENT REVIEW DATES</b>	DD MM 2028	
<b>PERMITTED USE</b>	Grazing	
<b>LANDLORD'S CONTACT DETAILS:</b>	<b>Address</b>	Waitaki District Council 20 Thames Street Ōamaru 9400
	<b>Phone</b>	03 433 0300
	<b>Department</b>	Property
	<b>Email</b>	property@waitaki.govt.nz
<b>TENANT'S CONTACT DETAILS:</b>	<b>Address</b>	
	<b>Email</b>	

## SCHEDULE 2

### **1 LICENCE FEE AND EXPENSES**

- 1.1 The Licensee shall pay the licence fee annually in advance, on the first day of MM in each year, with the first payment being due and payable on the commencement date, being 1 MM 2025.
- 1.2 The Licensor may review the Licence Fee at the end of the term and, on each extension, give the Licensee notice of the new Licence Fee. If the new Licence Fee is not accepted the Licensee may terminate this Licence by giving three (3) months' notice in writing.
- 1.3 During the term of the Licence, the Licensee shall not be liable for the payment of any rates which may be payable in respect of the land.

### **2 USE OF LAND**

- 2.1 The Licensee is only allowed to use the Licence Area for the Permitted Use shown in Schedule 1. The right to use the Licence Area for the Permitted Use:
  - (a) Does not give the Licensee exclusive rights to the Licence Area.
- 2.2 The Licensee will not carry out, or allow to be carried out, any commercial activity or any other activity not specified in Schedule 1 on the Licence Area without prior written approval from the Licensor.
- 2.3 The Licensee will cause all stock to be in good health and not in a distressed state. All stock that die on the land are to be immediately removed from the land.

### **3 ASSIGNMENT PROHIBITED**

- 3.1 This Agreement is personal to the Licensee. The Licensee shall not assign, sub-licence or otherwise deal in any manner with its rights under this Agreement.

### **4 MAINTENANCE**

- 4.1 The Licensee shall during the continuance of this Licence, manage the land for the purpose specified in Schedule 1, including complying with all appropriate bylaws and regulations and shall at all times to the satisfaction of the Licensor:
  - 4.1.1 Keep in good order and repair and to a stock proof condition, all fences and gates.
  - 4.1.2 Keep in good order and repair troughs, piping, and trough surrounds, all gateways and yards now or at any time during the Term being upon the Licenced Land.
  - 4.1.3 Keep all live fences and hedges, cut and trimmed.
  - 4.1.4 Ensure no excessive growth or fire risk is allowed to develop. OR
  - 4.1.5 The Licensee shall not excessively de-pasture the land to the point where rainwater run-off is excessive or damage to the grass cover results.
  - 4.1.6 Keep the Licence Area free from rubbish and other unsightly or offensive material.

- 4.1.7 Take all steps necessary to protect and maintain any standing timber or trees.
- 4.1.8 Keep the land clear from all noxious weeds, rabbits and vermin and fully comply with the provisions of the Biosecurity Act 1993 and any notices or demands lawfully made or given under the Act or any other relevant statute.
- 4.1.9 Keep in good order and repair other structures and improvements to the land excluding those identified in clause 4.2.

4.2 The Council shall during the continuance of this Licence maintain:

- 4.2.1 The track to the water pump station to the standard necessary for operating that station.
- 4.2.2 The mowing of the berm outside the licenced area.

## **5 NON-PERMITTED ACTIONS**

5.1 The Licensee shall not at any time, without the prior written consent of the Licensor:

- 5.1.1 Erect, build or place any building, permanent fence or other structure nor plant any tree, shrub or other plant on the land.
- 5.1.2 Cut down or destroy any standing timber or trees on the land.
- 5.1.3 Remove timber from the land.
- 5.1.4 Damage or destroy any natural, scenic, historic, cultural, archaeological, biological, geological or other scientific features or indigenous flora and fauna on the land.
- 5.1.5 Assign, transfer, sublease, mortgage, charge or otherwise deal with the land.

## **6 NUISANCE**

- 6.1 The Licensee shall not do or suffer anything in or upon the land which may be or become a nuisance or annoyance or cause of damage to the owners or occupiers of other property in the neighbourhood.
- 6.2 The Licensee acknowledges the Licensor's obligations under the Utilities Access Act 2010 and agrees not to do or allow anything that may compromise utility operators reasonable access to the land.

## **7 LICENSEE TO INDEMNIFY THE COUNCIL**

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

## **8 DEFAULT**

8.1 The Licensor may (in addition to the Licensor's right to apply to the Court for an order for possession) and subject to section 245(2) of the Property Law Act 2007 cancel this licence by re-entering the land at the time or at any time after that:

8.1.1 If the licence fee is in arrears 10 working days after any licence fee payment date and the licensee has failed to remedy that breach within 10 working days after service on the Licensee of a notice in accordance with section 245 of the Property Law Act 2007.

8.1.2 In case of breach by the Licensee of any covenant or agreement on the Licensee's part expressed implied in this licence (other than the covenant to pay the Licence Fee) after the Licensee has failed to remedy the breach within the period specified in a notice served on the Licensee in accordance with section 246 of the Property Law Act 2007.

## **9 TERMINATION**

9.1 The Licensor shall have the right to terminate this Licence immediately by giving written notice to the Licensee if the Licensor reasonably believes that the Licensee has abandoned the Land. For the purposes of this clause, the Land shall be considered abandoned if the Licensee fails to use or occupy the Land for a continuous period of 60 days without prior written consent of the Licensor.

9.2 This Agreement may be terminated by either party giving three (3) months' notice in writing to the other.

9.3 Upon the termination of this Agreement, the Licensee, at the request of the Licensor, shall within three months from the date of the notice issued in accordance with clause 9:

9.3.1 Remove from the land, all property of the Licensee and shall leave the land in a clean and tidy condition, acceptable to the Licensor.

9.3.2 If any such property has not been removed within such period of three month's, it may be disposed of by the Licensor and costs incurred by Licensor will be recoverable from the Licensee.

## **10 NOTICES**

10.1 All notices must be in writing and must be served by one of the following means:

- (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; 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 personal delivery, or by posting by registered or ordinary mail, or by facsimile, or by email.

- 10.2 In respect of the means of service specified in clause 21.1 a notice is deemed to have been served:
- (a) In the case of personal delivery, when received by the addressee.
  - (b) In the case of posting by mail, on the second working day following the date of posting to the addressee's last known address in New Zealand.
  - (c) In the case of facsimile transmission, when sent to the addressee's facsimile number; or
  - (d) In the case of email, when acknowledged by the addressee by return email or otherwise in writing.
- 10.3 In the case of a notice to be served on the Licensee, if the Licensor is unaware of the Licensee's last known address in New Zealand or the Licensee's facsimile number, any notice placed conspicuously on any part of the Licence Area shall be deemed to have been served on the Licensee on the day on which it is affixed.
- 10.4 A notice shall be valid if given by any director, general manager, solicitor or other authorised representative of the party giving the notice.

## **11 FAILURE TO COMPLY**

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

## **12 DISPUTE RESOLUTION**

- 12.1 Any differences and disputes between the parties concerning this Agreement shall be dealt with as follows:
- (a) The parties shall meet and discuss in good faith any dispute between them arising out of this Agreement.
  - (b) If the parties are not able to come to a mutually agreeable outcome, either party may terminate the Licence in accordance with clause 9.1.

## **13 REGULATORY STATUS NOT AFFECTED**

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

## **14 OFFICIAL INFORMATION LEGISLATION**

- 14.1 The parties acknowledge that the Licensor is subject to the Local Government Official Information and Meetings Act 1987 (LGOIMA) and that under that Act, the Licensor may be required to release information about this Agreement.

## **15 COSTS**

- 15.1 The Licensee will pay all costs arising out of and in connection to this Agreement including without limitation the Licensor's costs (including administration and legal costs) of the preparation and completion of this Agreement, any costs incurred by the Licensor in considering whether to grant any approval under this Licence and the Licensor's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of this Agreement.

## **16 SPECIAL CONDITIONS**

- 16.1 The Licensee acknowledges that the primary purpose of the Land is a water pump station.
- 16.2 The Council or its invitees may enter onto and use the licenced land for the purposes of gaining access to or maintaining access to the water pump station, or any other purpose, at any time it thinks fit, and the Licensee shall make no claim against the Council on account of any such entry or use by the Council or on account of any unauthorised entry by any other person.

### SCHEDULE 3

Part Section 22 Block I Town of Ōamaru located at 12 Redcastle Road, Ōamaru outlined in red with the licenced part shaded in blue





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