

From: [Mary Birch](#)
To: [REDACTED]
Subject: OFFICIAL INFORMATION REQUEST - RESPONSE - RIVER GLADE ARCHERS LEASE AGREEMENT
Date: Tuesday, 27 January 2015 09:52:23
Attachments: [River Glade Archers Licence to Occupy.pdf](#)

Dear [REDACTED]

Further to your information request of 9 December 2014, in respect of the lease agreement between River Glade Archers and Hamilton City Council for Graham Park, I am now able to provide a response.

You requested:

- "What the lease amount is annually"

As of 1 January 2015, the rental is \$1,312.50 plus GST annually.

- "Who maintains/pays for maintenance of the grounds"

The licensee (River Glade Archers Inc) is responsible for keeping the premises tidy and removing any rubbish. All other grounds care and maintenance is the responsibility of Council.

- "Any restrictions in place relating to use of this"

Permitted use of premises is for participating in the sport of archery and associated activities; when not in use by River Glade Archers Inc, the public may use the premises for any passive recreational activity, such as walking.

- "Any clause for a competing club to use the grounds while this is being leased."

No mention of competing club use .However, River Glade Archers Inc are not able to assign, sublet or part possession of the premises without advising Council. Any club would need to submit an application to book the park. This can be done through the Parks and Open Spaces Unit.

- "Lease end date"

The Licence to Occupy end date is 1 September 2022.

- "Any conflicts of interest that may have been declared when signing the agreement."

No conflicts of interest were mentioned.

- "Any specific mention of use of the grounds by businesses for profit."

Prior written consent of Council is required to enable River Glade Archers Inc to carry out any commercial operation or activity.

- “Specific safety requirements outlined in the lease agreement.”

The specific safety requirements outlined in the agreement are that there is to be no noxious use and warning signs must be visible to park users when archery range is in use.

- “Any specific days/times that the grounds are outlined for use.”

The specific timings that the grounds are outlined for use are weekly on Saturdays and Sundays 7am to 6pm.

I have attached a copy of the licence agreement for your information.

If you have any queries, please do not hesitate to contact me.

Kind regards,

On Behalf of the Privacy Officer

Mary Birch

Team Leader | Democracy

DDI: 07 838 6772 | Email: mary.birch@hcc.govt.nz



Hamilton City Council | Private Bag 3010 | Hamilton 3240 | www.hamilton.govt.nz

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From: [REDACTED]
Sent: Tuesday, 9 December 2014 2:30 PM
To: Telephone Operators
Subject: Official Information Act Request - River Glade Archers - Graham Park

Hi there,

TRIM-D-635082

LICENCE TO OCCUPY

AGREEMENT made the 2 day of October 20 12

LICENSOR: THE HAMILTON CITY COUNCIL a body corporate

LICENSEE: RIVER GLADE ARCHERS INC, a registered incorporated society

The LICENSOR permits the LICENSEE to occupy an area of Graham Park for the term specified in this Licence and as set out in the First Schedule.

THE LICENSOR AND THE LICENSEE covenant as set out in the Second Schedule.

THE COMMON SEAL of THE HAMILTON CITY COUNCIL was hereunto affixed in the presence of:

Chief Executive
John R. Gower, QSM
Justice of the Peace
City Councillor
Hamilton, N.Z.
Councillor

MARGARET FORESTH
CITY COUNCILLOR.
Councillor

EXECUTED by the Licensee (affixing its common seal) in the presence of:

SCOTT D COLLETT (TREASURER)
BRIDGET M LARSEN (SECRETARY)

FIRST SCHEDULE

PREMISES: an area of approximately 6900m² of Graham Park, legal description Sec 1 SO 337569, and outlined in black on the attached plan

TERM: 10 years

COMMENCEMENT DATE: 1st September 2012

NO RIGHT OF RENEWAL: There is no right of renewal provided by this Licence. If the Licensee desires a new Licence then it is to make written application to the Hamilton City Council not less than 3 months prior to the expiration date of the term of this Licence. All such applications for a new Licence will be considered by the Hamilton City Council on their merit.

INITIAL ANNUAL RENTAL: \$201.56 plus GST at the prevailing rate

RENT PAYMENT DATES: The 1st day of March and September of each year during the term of this licence

PERMITTED USE OF PREMISES: for participating in the sport of archery and associated activities

NAME, ADDRESS AND TELEPHONE NUMBER OF LICENSEES CONTACT PERSON: Scott Collett, Treasurer, River Glade Archers Inc, P O Box 9557, Hamilton 3240, PH 027-7119296 or 07-8717258

SECOND SCHEDULE

LICENSEES PAYMENTS

1.0 Rent

- 1.1 The Licensee shall pay the annual rent by equal half yearly payments in advance (or as varied pursuant to any rent review) on the rent payment dates.
- 1.2 The Licensor may review and adjust the rent payable under this Licence at any time (at intervals of not less than 12 months) by one months notice in writing to the Licensee but shall be in accordance with Council's Community Land, or Building, Rental policy adopted by Council from time to time.

2.0 Payment of Electricity and Other Accounts

Where services are provided to the premises the Licensee will promptly pay charges made in respect of such services. If the Licensee requires services that are not supplied to the premises it shall, at its own cost, arrange for the connection of these services.

3.0 Rates

The Licensee shall duly and punctually pay all rates and taxes levied upon or payable in respect of the premises. If such rate or tax is separately assessed or payable in respect of the premises, the Licensee shall pay the whole of the rate or tax to the Licensor.

4.0 Goods and Services Tax

The Licensee shall pay all Goods and Services Tax payable in respect of all rental and other amounts payable by the Licensee under this Licence such tax to be paid to the Licensor when such rental and other amounts are due for payment by the Licensee under this Licence.

5.0

Insurance

5.1 If the premises or any part of the premises comprise a building owned by the Licensee then the Licensee shall at all times maintain a replacement insurance cover on such building against fire, earthquake, war damage, extraneous risks and malicious damage. Such cover shall be with an insurance company of the Licensee's nomination but subject to the approval of the Licensor, which approval will not be unreasonably or arbitrarily withheld.

5.2 In every case the Licensee shall maintain a public liability cover for an amount of not less than \$2,000,000.00 indemnifying the Licensor as owner and the Licensee as tenant in respect of all liabilities arising from the Licensors and Licensees respective interests in the premises.

6.0

Licensors Costs and Administration Expenses

The Licensee will pay the Licensors administration and legal costs and expenses relating to:

- (a) All statutory and planning requirement costs and administration costs incurred by the Licensor.
- (b) The negotiation, preparation, completion and stamping of this Licence.
- (c) The preparation and completion of any variation, renewal or deed recording review of rental.
- (d) Any breach of covenant or default by the Licensee.
- (e) The preparation and/or service of any notice under the terms of this Licence.

All review of rental pursuant to this deed shall at the option of the Licensor be recorded by deed.

MAINTENANCE AND CARE OF PREMISES

7.0

Care of Premises

The Licensee shall at all times during the term of this Licence take care to keep the premises tidy and remove any

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rubbish. On occasions when an event is planned the Parks and Gardens Unit on request will supply rubbish bins for the duration of the event.

8.0 Toilets


If the premises contain toilets, sinks and drains then they shall be used for their designed purposes only and no substance or matter shall be deposited in them which could damage or block them.

9.0 Licensors Right of Inspection

The Licensee will permit the Licensors officers and agents at all reasonable times to enter upon the premises in order to inspect and view the state and condition of the premises and also the conduct of persons within the premises AND within 14 days of receiving notice in writing from the Licensor to do so, will promptly and efficiently carry out all such renovations and repairs which may be required by such notice and which the Licensee is liable to do by virtue of this lease.

10.0 Licensor May Perform Licensees Obligations

If the Licensee shall at any time be in default in performing or observing any of the covenants, conditions or agreements on the Licensees part contained or implied in this Licence then it shall be lawful for but not obligatory upon the Licensor to perform or observe any such covenants, conditions or agreements either wholly or in part and the Licensee will upon demand pay to the Licensor all sums expended by the Licensor such sums to be treated as an advance to the Licensee and shall bear interest at the rate of 15% per annum computed from the date or dates of expenditure by the Licensor.


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USE OF PREMISES

11.0 Limits on Use of Premises

- 11.1 The Licence permits the Licensee to use the premises for the purpose established in 11.2 below but does not provide exclusive rights to the premises and at times when the Licensee has no organised events, practices or training in progress any member of the public may use the premises for any passive recreational activity such as walking.
- 11.2 The Licensee may not without the prior written consent of the Licensor carry on from the premises any activity except those objects for which the Licensee has been established, namely for participating in the sport of archery and associated activities and the approval of the Licensor of such activities shall not be construed as a representation or warranty by the Licensor that the particular use is a permitted use in terms of the Operative District Plan for the area in which the premises are situated.
- 11.3 The Licensee will not without the prior written consent of the Licensor carry on from the premises any commercial operation or activity.

12.0 Premises Adjacent to Playing Field

If the premises are adjacent to but do not include a playing or sports field or ground then the Licensee will not permit its members to use such field or ground without first obtaining permission from the Parks and Gardens Manager.

13.0 Licensees Rules of Internal Management

- 13.1 The Licensee warrants to the Licensor that its rules or constitution allow the public to join and the conditions of joining do not infringe the provisions of the Humans Rights Commission Act 1977.
- 13.2 The Licensee shall make such rules for the management and control of its members and for the

conduct of persons using the premises as may be proper and necessary and not inconsistent with the terms of this deed. All such rules or any alteration to such rules shall before coming into force be submitted to and approved by the Licensor and if any dispute shall arise between the Licensor and the Licensee as to the propriety of any rules such dispute shall be referred to arbitration in the manner provided in this deed. The internal management rules of the Licensee when adopted and approved shall be available if requested to persons using the premises.

14.0 Land and Buildings, Licensees Charge and Service of Notices

At all times the premises shall be in charge of a responsible member of the Licensee whose name, address and telephone number shall be supplied annually to the Licensor by the Licensee. Subject to the provisions of the Property Law Act 1952 any notice to be given by the Licensor to the Licensee shall be deemed sufficiently served if:


- (a) Sent by registered post to the responsible members address or;
- (b) If there is no current address for a responsible member then by the notice being placed conspicuously on any part of the premises.

15.0 Maintain, Supervise and Control Use of Premises

The Licensee shall be responsible for the maintenance of any improvements undertaken on the premises with respect to the Licensee's activity.

16.0 Charging

If the Licensee wishes to charge an entrance fee as may be the case for a special event the Licensee may only do so with the written approval of the Licensor


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17.0

Liquor

The Licensee will not allow the consumption of any intoxicating liquor within the premises in contravention of any provision of the Sale of Liquor Act 1989 or any Act in amendment or substitution for such Act or of any Licence issued pursuant to such Act. Nothing contained in this clause shall be construed as an approval by the Licensor to the consumption of intoxicating liquor within or the grant of any Licence in respect of the premises or compliance with any planning requirement relating to the consumption of liquor on the premises.

18.0

Prohibition on Advertising

The Licensee will not use any part of the premises for the purpose of displaying signs, hoardings or advertising matter whether incidental to the operations of the Licensee or for any other purpose without the prior written consent of the Licensor and the Licensee will at the termination of this Licence remove all painted or other signs, hoardings and advertising matter which have been placed on the premises with the consent of the Licensor.

19.0

Improvements

The Licensee shall not build any buildings or make any structural or other alteration to any buildings comprising part of the premises without the prior written consent of the Licensor and the Minister of Conservation.

20.0

Statutes and Regulations

The Licensee shall comply with the provisions of all statutes, ordinances, regulations and by-laws in any way relating to or affecting the premises or the use of the premises by the Licensee or other occupants and will also comply with the provisions of all Licences, requisitions and notices issued, made or given by any competent authority in respect of the premises or their use by the tenant or other occupants.


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21.0 No Noxious Use

The Licensee shall not:

- (a) bring upon or store within the premises any machinery, goods or things of an offensive, noxious, illegal or dangerous nature or of such weight, size or shape as is likely to cause damage to the premises;
- (b) use the premises or allow them to be used for any noisome, noxious, illegal or offensive trade or business, or;
- (c) allow any act or thing to be done which may be or grow to be a nuisance, disturbance or annoyance to the Licensor, other tenants of the premises or any other person.

GENERAL

22.0 Licensee Not to Void Insurances


The Licensee shall not carry on or allow upon the premises any trade or occupation or allow to be done any act or thing which:

- (a) makes void or voidable any policy of insurance on the premises, or;
- (b) may render any increased or extra premium payable for any policy of insurance.

In any case where in breach of this clause the Licensee has rendered an insurance policy less effective or void and the Licensor has thereby suffered loss or damage the Licensee shall compensate the Licensor in full for such loss or damage.

23.0 Production of Licensees Accounts

The Licensee is required to produce to the Licensor annually during the term of the Licence a set of audited financial accounts including a statement of assets and liabilities and a profit and loss account.


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DEFAULT

24.0 Re-Entry

The Licensor may re-enter the premises at the time or at any time thereafter:

- (a) if the rent shall be in arrears 7 days after any of the rent payment dates;
- (b) in case of breach by the Licensee of any covenant or agreement on the Licensees part expressed or implied in this Licence;
- (c) in the event of the insolvency, bankruptcy or liquidation of the Licensee;

And the term shall terminate on such re-entry but without prejudice to the rights of either party against the other.

25.0 Assignment and subletting

The Licensee will not assign, sublet or part with the possession of the premises or any part thereof without first advising the Licensor in writing, not less than two months before the proposed date of assignment, the Licensee's intention to assign or part possession and obtaining the written consent of the Licensor provided that such consent shall not be arbitrarily or unreasonably withheld in the case of an assignment or subletting to a respectable financial and responsible proposed assignee or sub-tenant who will conduct from the premises a form of activity acceptable to the Licensor and such proposed assignee or sub-tenant will contemporaneously with such consent enter into a deed of covenant with the Licensor whereby the proposed assignee or sub-tenant shall covenant to perform and observe all the covenants, provisions and conditions of the Licensee contained or implied in this Licence.

GENERAL

26.0 Suitability

No warranty or representation expressed or implied has been or is made by the Licensor that the premises are now

suitable or will remain suitable or adequate for use by the Licensee or that any use of the premises by the Licensee will comply with the by-laws or ordinances or other requirements of any authority having jurisdiction.

27.0 Arbitration


With the exception of fixing of rental by the Licensor all disputes and differences between the parties shall be submitted to the Arbitration of a single arbitrator if one can be agreed upon or to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration) such arbitration to be carried out in accordance with the provisions of the Arbitration Act 1996 or any then statutory provisions relating to arbitration. This clause shall not prevent the Licensor suing the Licensee for arrears of rent or other moneys payable by the Licensee.

28.0 The Licensee shall not enter into any contract or arrangement giving any party exclusive rights to sell and/or advertise any service or product in or at the premises or on the land of which the premises forms part.

Nothing in this Clause shall prevent the Licensee from entering into any contract or arrangement for a third party:

- (a) to sponsor the activity of the members of the Licensee by way of grant or donation,
- (b) requiring advertising of a service or product on the sporting uniform of members of the Licensee, or
- (c) for the sale and/or advertising of any service or product at the premises provided that such sale or advertising shall be on a non-exclusive basis and shall permit any user of the premises and/or of the land of which premises form part to sell or advertise any other service or product.

Any sale or advertising of any service or product in or at the premises shall be carried out in accordance with any statute regulation by-law or resource consent required for such purpose.


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29.0 Interpretation

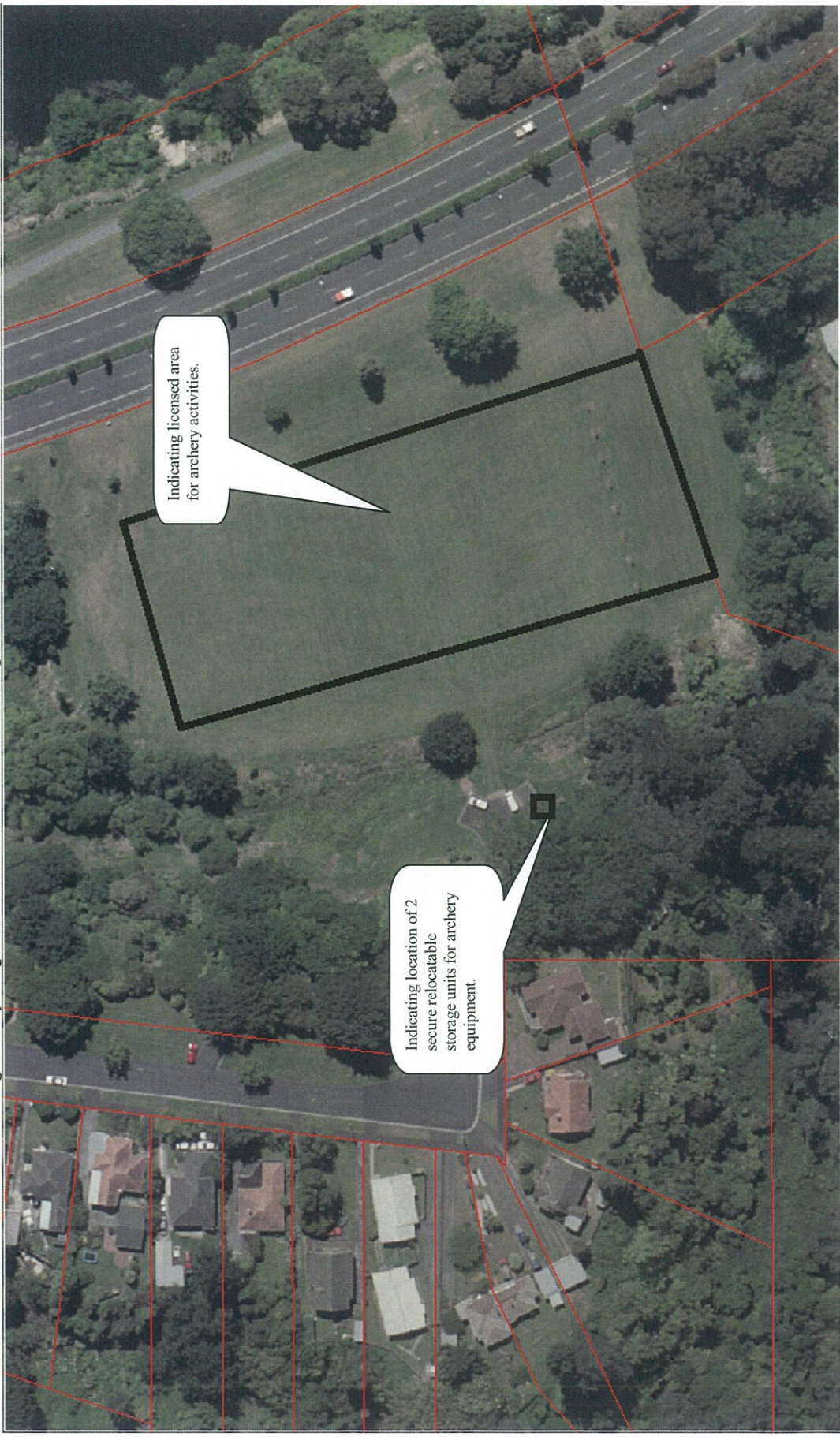
In this Licence:

- (a) "the Licensor" and "the Licensee" mean where appropriate the successors and permitted assigns of the Licensor and Licensee.
- (b) "the premises" mean the land and/or buildings of the Licensor comprised in this Licence and any buildings erected by the Licensee on the land of the Licensor.
- (c) Where the context requires or admits, words importing the singular shall import the plural and vice versa.

30.0 Special Conditions

- (a) The hours of use being weekly on a Saturday and Sunday from 7am to 6pm;
- (b) Council approval is required for use of Graham Park outside the times stated in 30.0(a)
- (c) Warning signs being visible to park users when the archery range is in use

River Glade Archers Inc. - Plan indicating archery range area and location of secure storage units



Indicating licensed area for archery activities.

Indicating location of 2 secure relocatable storage units for archery equipment.

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