
DATED _____ 2020

BETWEEN

**THE HOROWHENUA DISTRICT
COUNCIL**

Lessor

AND

**HOROWHENUA KAPITI RUGBY
FOOTBALL UNION INCORPORATED**

Lessee

DEED OF LEASE

Levin Domain

Horowhenua 
DISTRICT COUNCIL

years from **xxx** at the annual rental of **\$805.91** plus GST payable annually in advance on the first day of **xxx** in each year subject to the following covenants, conditions and restrictions.

THE LESSOR AND LESSEE COVENANT AND AGREE AS FOLLOWS:

1. **THE** Lessor shall lease the land to the Lessee for a term of twenty (20) years from the first day of **xxx**.
2. **THE** Lessee shall pay to the Lessor the annual rental of **\$805.91** plus GST payable by an annual payment in advance on the first day of **xxx** in each year such rent to be duly and punctually paid to the Lessor at Levin free from all deductions. Where the Lessee is in breach of this provision the Lessor may charge a default interest rate of 10%
3. **THE** Lessor and Lessee contemplate that during the term of this lease the annual rent shall be reviewed each three (3) years commencing with the first review on the first day of **xxx** as set down in policy by HDC.
4. **THE** Lessee shall duly and punctually pay and discharge all rates, taxes and assessments now levied or payable and at any time during the said term levied or become payable together with Goods & Services Tax thereon in respect of the said land, the annual rates charge for sewerage being invoiced to the Lessee separate to the annual rental, along with water by meter being charged separately. Where any outgoing is not separately assessed or levied in respect of the land then the Lessee shall pay such proportion based on the area leased by the Lessee.
5. **THE** Lessee shall use the land and the Administration Block erected thereon solely for the purpose of a facility for the administration of rugby, and to provide club and community rooms:
 - a. ***THE** Lessee is required to make substantial expenditure to enable the land to be used for the purposes of the Lessee. It is a specific requirement of the Lessor that the Lessee not start any work on the land until the Lessee has secured and has available to it for drawing upon as the need arises, sufficient unencumbered funds to enable the full scope of the site development works to be completed in a reasonable period of time. The Lessee nor any person or organization acting for it shall take possession of the land until the Lessee has proved to the full satisfaction of the Lessor that the Lessee has sufficient unencumbered funds to complete the construction of the proposed administration block and community rooms.*

b. **THE** Lessee shall provide to the Lessor such documentary evidence as the Lessor considers is reasonably necessary to enable the Lessor to confidently grant the right of possession of the land as stated above.

6. **THE** Lessee shall not undertake any building works as defined by the Building Act 2004 or any subsequent amendment(s) without the prior written approval of the Lessor, and all plans for the building works need to be lodged in advance and agreed with the Lessor prior to commencing works.
7. **THE** Lessee is required to gain all resource and or building consents necessary at its cost to initiate and complete the works.
8. **THE** Lessee will conduct all operations in a proper and efficient manner and maintain the standard and upkeep of the land and administration block and community rooms to the satisfaction of the Lessor. The Lessee will also comply strictly with all Acts, Regulations and Bylaws now or in the future, as such are applicable to the Lessees activities and occupation of the land, with particular reference to the control of noise which may emanate from the activities within the Administration Block which could create a disturbance for neighbouring residents.
9. **THE** Lessee will ensure all activities relating to the administration and management of the HKRFU are completed within the "Working Day". The Working Day is between 6.00am and 7.00pm.
10. **THE** Lessee will be required on the completion of any Working Day to adequately secure and lock-up the Office and Levin Domain Sportsfield so as to prevent any unauthorised access.
11. **THE** Lessee shall not assign, sublet, transfer, mortgage or part with possession of the land or any part or parts thereof (including any improvements on the land) provided that the Lessee may with the prior written consent of the Lessor sublet the Administration Block to approved sports bodies or organizations for specific sporting or community activities.
12. **THE** Lessee shall not erect or allowed to be displayed any advertising sign or advertising matter of any description on any part of the exterior of the Administration Block. The Lessee may, with the prior written consent of the Lessor, display sponsorship signage.
13. **THE** Lessee shall not do or cause or suffer or permit to be done in, or around the land or to the foliage thereon anything which may prejudice the Lessor in its tenure or control of the land, or render the Lessor liable to any action, claim, demand or proceedings whatsoever and the Lessee

does indemnify the Lessor from any loss or damage arising out of any such action, claim, demand or proceedings aforesaid. Nothing in this lease shall be construed as guaranteeing that the Lessor warrants that the land is suitable for the purposes of the Lessee.

14. **THE** Lessee shall insure and keep insured within the meanings ascribed to those words and in the Fourth Schedule of the Land Transfer Act 1952, all improvements to be on the land, and shall deposit with the Lessor every such policy of insurance, and produce to it the receipt of the annual or other premiums payable on account thereof, and all monies received pursuant to any such insurance shall be expended in or towards the repair, reinstatement and re-erection of improvements on the land.
15. **THE** Lessee shall make available and at no cost to the Lessor, details of actual and projected income and expenditure from all sources and such other financial and operational details including Auditor's reports as may reasonably be requested by the Lessor from time to time.
16. **THE** Lessee shall make ongoing financial provision for the maintenance including cleaning and waste disposal, and periodic renovation of the Administration Block to be erected on the land, so as to be able to meet both planned and unplanned/reactive maintenance requirements as they occur.
17. **NEITHER** the Lessee nor any of its invitees, spectators, guests and users, using the land and Administration Block shall have the right to park or drive any motor vehicle of any description on any part of Levin Domain except on those parts of Levin Domain laid out and made available from time to time by the Lessor as the administering authority of the Park, for the parking and driving of motor vehicles.
18. **THE** Lessee acknowledges that the Lessor will not be required to make or allow for any parking spaces within or adjacent to the Levin Domain for the purpose of parking any vehicles whether staff, assigns, visitors, guests, agents, contractors, or sub-contractors that may have business to visit the administration block and community rooms for any purpose whatsoever.
19. **IN** the event that the construction of the proposed Administration Block on the land requires or results in the disturbance of the Lessor's services such as water, power, gas or other services laid through part of the land, the Lessee shall at its own cost in all things and at the sole option of the Lessor, relocate and/or reinstate the services. The Lessee shall bear all responsibility and costs for the connection of any services to the Administration Block that the Lessee requires.

20. **THE** Lessee shall allow other users access to the land and provided they are associated with a sports club or similar organization, or are members of the community given leave to use the premises, and if the Lessor is of the opinion at any time that the land is not being used, or not being sufficiently used for the purpose specified herein making such enquiries as it sees fit and giving the Lessee the opportunity of explaining its usage, if the Lessor is satisfied on reasonable grounds that the land is not being used or not being sufficiently used for any purpose specified herein, it may terminate this lease on such terms as it decides and in particular it is further agreed and declared that:

- a. *The Lessor shall not do or suffer any matter or thing upon the land which may be or become a nuisance or annoyance to the owners or occupiers of adjoining, neighbouring land, premises or buildings.*
- b. *The Lessee must ensure it meets the requirements of the Health and Safety at Work Act in terms of its operations, and those of the Lessor.*
- c. *The Lessor, its officers, agents, servants, workmen or assigns shall be entitled to enter the Administration Block and Community Rooms at all reasonable times during daylight hours after giving to the Lessee not less than twenty-four (24) hours prior notice to view the state of repair and condition of the land and the Lessee's improvements thereon, **AND TO GIVE NOTICE** to the Lessee of all defects and repairs which are the responsibility of the Lessee, and the Lessee shall carry out such repairs within fourteen (14) days of such notice, to the full and reasonable satisfaction of the Lessor. Should the Lessee fail to complete such works within the prescribed fourteen days the Lessor may undertake the repairs on behalf of the Lessee and charge the full cost back to the Lessee at the Lessee's cost.*
- d. *If the Lessee makes default in payment of the rent herein reserved on the days on which it shall fall due, or in case of a breach by the Lessee of any of the terms and conditions herein expressed or implied being continued for fourteen (14) days after written notice stating the nature of such breach has been given by the Lessor to the Lessee, it shall be lawful but not obligatory for the Lessor forthwith and without making any demand or giving any notice, to re-enter the land whereupon the term of years hereby created shall cease and determine, but without releasing the Lessee from any liability for any previous breach of its obligations hereunder.*

- e. *The Lessee shall keep the land clean and clear of rubbish or unsightly or inflammable accumulations at all times and keep the land tidy to the satisfaction of the Lessor.*
- f. *The Lessee is required to maintain the area free from all weed species and pests as required under HDC's pest management plans.*
- g. *The Lessee is required to ensure all stormwater and drainage ditches are maintained to facilitate effective dispersal of ground water and flooding.*

21. **NOTWITHSTANDING** the above the Lessor may give six-months, notice to the Lessor in writing to vacate, uplift and relocate the Administration Block within an agreed time-scale to facilitate a development as defined in Clause 3 of the accompanying MoU. This clause will not be exercised maliciously or arbitrarily, and every effort will be made to seek a position agreed by both parties. The Lessor's option under this clause will be exercised solely in respect of the developments alluded to above. Where agreement is not achievable, HDC will be the sole arbiter.

22. **THE** public shall be entitled to reasonable access to the land and shall not be deemed to be trespassers while on or in the land, subject to the following:-

- a. *The Lessee may prescribe, as to not more than 40 days in any year as it thinks fit, that the public shall not be entitled to have admission to the land or to any part or parts thereof which are set apart for a particular purpose or purposes unless on payment of a reasonable fee or charge, such prescription to be agreed with the Lessor;*
- b. *The Lessee may have or may grant to any person, body, voluntary organization, or society (whether incorporated or not) the exclusive use of the Administration Block or any part thereof on any one (1) or more of the days provided for in clause 17(a), but not for more than six (6) consecutive days at any time, with authority to demand a reasonable fee or charge for admission from that person, body, voluntary organization, or society;*
- c. *The Lessee may, at all times, charge the public a reasonable fee for the use of facilities within the Administration Block; and*
- d. *The Lessee shall at least three (3) months before the commencement of each lease year (excepting the first least year when the Lessee shall within one (1) month of the commencement of the lease) notify in writing to the Lessor the admission fee or fees it proposes to impose for the coming lease year. If in the sole opinion of the Lessor the*

proposed fee or fees or any part thereof are unreasonably high or may unfairly disadvantage any particular sector of the community, then the Lessor shall have the right to impose a fee as it considers reasonable. The Lessor shall not, by virtue of it exercising the rights of veto and imposition expressed and implied herein, be liable for make up to the Lessee any actual or predicted shortfall in the Lessees operating budget.

23. **THAT** the Lessee may at its discretion make the whole or part of the land and Administration Block available from time to time, at reasonable or nil charges, to such other voluntary and educational organizations using Levin Domain for activities associated with outdoor sporting activities or in special circumstance, for recreational or community activities not directly associated with outdoor recreation.
24. **THAT** these terms and conditions are intended to take effect as a lease pursuant to the Reserves Act 1977, the Regulations made thereunder applicable to such a lease shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.
25. **THAT** the Lessee paying the rental and observing all and singular the agreements and conditions on the part of the Lessee herein expressed and implied, shall quietly hold and enjoy the land during the continuance of the lease without interruption by the Lessor or any person claiming under it. Such provisions subject to events organized and managed by HDC, its assigns and agents, and Private Events licensed by HDC, or use of the Levin Domain by other organizations and groups so allowed.
26. **THE** Lessee agrees and covenants it shall have no recourse to legal means to dissuade, discourage, or debar legitimate and legal access to the Levin Domain as outlined above in Clause 25, where HDC has agreed to such use.
27. **THAT** the Lessor shall not be liable or responsible in respect of any injury that may be sustained by any person, or damage to the Lessees, its visitors, guests, agents, servants or workmen's property at any time on the land caused by fire, theft, water or otherwise.
28. **THAT** the Lessee shall indemnify the Lessor against all or any claim, injury, loss or damage which may arise during the construction, erection or operation of any authorized works on the land, including permitted alterations, maintenance or additions thereto and shall further indemnify the Lessor and the Crown acting by and through the Minister of Conservation, against any and all claim, injury, loss or damage which may arise during the said term.

29. **THAT** the Lessor shall be at liberty upon giving to the Lessee not less than fourteen (14) days notice in writing to enter upon the land for the purposes of carrying out surveys, investigations or setting up permanently or temporarily, structures or installations for the purpose of a public work or for the benefit of the public. In the event of such entry and works causing proven loss or damage to the Lessee the rent shall abate in fair and reasonable proportion to the extent to which the land shall for the time being be untenable and unfit for occupation.
30. **THAT** if and whenever the improvements or any one of them forming the whole or part of the land shall be destroyed by fire, earthquake, tempest, aircraft or inevitable accident or so materially damaged as to be wholly untenable or unfit for occupation either party may, within twenty eight (28) days after such destruction or damage, terminate this lease by notice in writing delivered or posted to the other, but without discharging the Lessee from liability for rent due up to the date of such destruction or damage, or for any previous breach of any agreement or conditions herein expressed or implied.
31. **THAT** if neither party hereto elects to terminate this agreement as provided at clause 30 above, the Lessee shall notify the Lessor within six (6) weeks from the happening of such destruction or damage, whether the Lessee intends to restore or reinstate the improvements on the land.
32. **THAT** if the Lessee elects to restore or reinstate the said improvements pursuant to clause 25:
- a. *The rent in respect of the land shall abate and stop to be payable as from the date of such destruction or damage, until the damage shall be made good; and*
 - b. *The parties shall agree upon a period of reconstruction of the improvements; and*
 - c. *Unless such restoration or reinstatement shall be completed within such period as shall be agreed upon between the parties, the Lessor shall have the right forthwith to terminate this lease by notice in writing but without prejudice to the rights of either party hereto in respect of any matter or thing arising prior to such termination; and*
 - d. *If the Lessee elects not to restore or reinstate the said improvements this lease shall be deemed to have been terminated as from the date of destruction or damage.*
33. **THAT** if the said improvements shall be damaged by fire, earthquake, tempest, aircraft or inevitable accident, but not so as to render the land wholly untenable or unfit for use and occupation, the Lessee may reinstate the same and during the course of such reinstatement,

the rent hereby reserved shall abate in fair and reasonable proportion to the extent to which the said improvements shall for the time being be untenable and unfit for use and occupation.

34. **THAT** if any dispute shall arise as to whether the land and any improvements thereon or any part thereof is tenantable or fit for use and occupation or as to the period of reconstruction or as to the amount or period of abatement of rent, the same shall be referred to an arbitrator to be agreed upon between the parties and failing such agreement to two arbitrators, one to be appointed by the Lessor and one to be appointed by the Lessee, failing the agreement of the two arbitrators by an umpire to be appointed by them and for the purpose of such arbitration these presents shall be determined to be a submission to arbitration within the meaning of the Arbitration Act 1996.
35. **IN** any case where it shall be necessary to give any notice for the purpose of terminating this lease or any other power or authority which may be exercised hereunder by the Lessor, it shall be sufficient if such notice be given or power exercised, as the case may be, by or on behalf of the Lessor or any person authorised by it for that purpose.
36. **ANY** costs incurred by or on behalf of the Lessor in the recovery of rent owed by the Lessee or in the enforcing of any notice duly served on the Lessee by the Lessor and the Lessor's agents, including commissions and agents fees and legal fees, shall be payable in full by the Lessee and recoverable as rent.
37. **THE** Lessor's waiver or failure to act in response to the Lessee's breach of any of the Lessee's obligations in this lease will not operate as a waiver of:
- a. *the same breach on any later occasion; or*
 - b. *any other obligation in this lease.*
38. **ANY** notice required by this lease may be served upon the Lessor by being left at its Civic Administration Building, 126 Oxford Street, Levin, and may be served upon the Lessee by being given to or left at or sent addressed to the Lessee through the ordinary post or left at or affixed to the land or any structures or improvements thereon and any notice so served shall be deemed to be given to every person claiming any interest in the land.
39. **IF** the Lessee has given written notice to the Lessor to renew the lease at least three (3) calendar months before the end of the current term then the Lessor will grant a new lease on the same

terms and conditions for a further twenty (20) years calculated from the expiration of the twenty (20) year term immediately prior, subject to the following:

- a. *The Lessee is not in breach of this lease at the date of giving notice;*
- b. *In the opinion of the Lessor there is sufficient need for the sports, games or recreational activities specified within this lease;*
- c. *In the opinion of the Lessor that in the public interest the leased area or any part thereof is not required for other purposes;*
- d. *The Lessor is satisfied with the use then being made of the leased area and in the opinion of the Lessor likely to be made of the leased area;*
- e. *The calculation of the next Rent Review date shall continue from the date of the last Rent Review;*
- f. *This right to renew may be exercised by the Lessee once; and*
- g. *The parties intend to utilise the right to renew the lease as an opportunity to raise any concerns, issues or proposed variations to the lease but acknowledge that this does not place any obligations on either party to agree to a variation of the lease.*

40. **THE** Administration Block shall remain the exclusive property of the Lessee and the Lessor shall not be called upon or be liable to pay on the expiration or sooner determination of this lease any compensation for any improvements or buildings affected or erected by the Lessee on the said land, but the Lessee will be entitled to remove any such buildings or improvements within a specified time of six (6) months if so desired, subject to reinstating the previously leased area to the same standard as at the start of the lease.

41. **THE** Lessee hereby accepts the lease of the land in its existing condition to be held by it as tenant and subject to the conditions, restrictions and agreements set forth herein.

42. **THE** expressions "the Lessor" and "the Lessee" shall where not inconsistent with the context hereto, extend to and include the executors and administrators and successors of the Lessor and Lessee respectively and the assigns of the Lessor and the permitted assigns of the Lessee respectively and the singular shall include the plural and the masculine shall include the feminine and where any party is an Incorporated Society or Registered Charitable Trust shall include

such. Notwithstanding the above any assignment to the executors, administrators, and successors of the Lessee that departs from the context under which this lease is granted will be exclusively at the discretion of HDC.

43. **THE** powers, rights and authorities vested in the Lessor by these presents shall be exercised on its behalf by the Chief Executive Officer or such other officer as may from time to time be so authorised.

44. **EACH** party will pay their own costs of the negotiation and preparation of this lease and any deed recording a rent review or renewal. The Lessee shall pay the Lessor's reasonable costs incurred in considering any request by the Tenant for the Lessor's consent to any matter contemplated by this lease, and the Lessor's legal costs (as between lawyer and client) of and incidental to the enforcement of the Lessor's rights remedies and powers under this lease.

45. **THE** Lessee must comply with the Rules of the Horowhenua District Council at all times. The current rules are annexed as the Second Schedule. Where any of the Rules of the Horowhenua District Council are inconsistent with the above terms of this lease, the Rules of the Horowhenua District Council shall be paramount. The Horowhenua District Council reserves the right to change the Rules of the Horowhenua District Council in its absolute discretion without giving prior notice to the Lessee. The Lessee acknowledges that it will be bound by any subsequent changes to the Rules of the Horowhenua District Council.

46. **THE** Lessor does not warrant that this lease is in registrable form. The Lessee must not require registration of this lease against the title to the Premises.

IN WITNESS WHEREOF THIS DEED HAS BEEN EXECUTED AT LEVIN THIS

..... **DAY OF** **2020**

SIGNED by)
)
)
)
_____)
Full Name)
)
_____)
Full Name)
)
in the presence of:)

Elected Councillor

Elected Councillor
For and on behalf of
Horowhenua District Council

Witness Signature

Name

Address

Occupation

EXECUTED as a Deed by affixing)
the common seal of **HOROWHENUA**)
KAPITI RUGBY FOOTBALL UNION)
INCORPORATED in the presence of:)

Chairman of the Board

Executive Officer / Board Member (*delete as applicable*)

FIRST SCHEDULE: PLAN



KEY:



Proposed Area for HKRFU
Administration Block



RULES OF THE HOROWHENUA DISTRICT COUNCIL

Preamble

These rules are made for the safety, care, operation and cleanliness of the Horowhenua District and Council's property; and for the preservation of good order, safety and comfort of visitors, neighbours and Council staff.

1. Interpretation

"Common area(s)" includes areas that are open to the public.

"Council" means the Horowhenua District Council and its agents.

"Council land" means any land, real property, structure or building owned or leased (whether in full, or in part) by the Council, including buildings owned by the Lessee.

"Premises" includes any leased or occupied land, building(s) or structure(s).

"Rules" means the Rules of the Horowhenua District Council - Use of Council Land.

"Tenant" means any person(s) or organization(s) who lease, use or occupy Council land for any period of time whether by Deed to Lease, Licence to Occupy, Permit, Verbal Agreement or otherwise and includes their employees and agents.

"Normal trading hours" means 9:00 am to 6:00 pm Monday to Friday; and 10:00 am to 4:00 pm Saturday; and excludes public holidays.

2. Application

Any agreements, whether written or otherwise, which relate to the use and occupation of Council land and refer to these rules or the 'Rules of the Horowhenua District Council' are subject to these rules. Where an agreement is inconsistent with these rules these rules shall apply unless expressly stated to the contrary that these rules do not apply, subject to clause 3 "Variation".

3. Variation

The Council reserves the right to vary these rules at any time in its absolute discretion without prior consultation with or notification to the Tenant.

The Tenant will adhere to any variations to these rules from the date of variation, unless their agreement/lease expressly provides to the contrary.

4. Obstruction

The Tenant will not obstruct or permit the obstruction of any part of the common areas or any chattels, appurtenances or conveniences of Council. Without limiting the generality or enforceability of the above obligation, the Tenant acknowledges that the Council will be entitled to remove and store at the Tenant's risk and expense any item(s) left or placed by or on behalf of the Tenant in the common areas.

5. Protection of Light

The Tenant will not cover or obstruct any lights or other means of lighting and illumination in the common area(s).

6. Waste Management

The Tenant will not throw, drop or permit to be thrown or dropped any rubbish or other article or substance from or out of Council land.

The Tenant will actively support any waste management strategy of the Council including, but not limited to sustainability, recycling, and organic waste management.

7. Security

The Tenant will use its best endeavours to protect the premises from theft, vandalism and robbery and will keep all doors, windows, and other openings closed and securely fastened when the premises are not in use. If the premises are not secured in the above manner then the Tenant authorises the Council to secure the premises in such manner as the Council determines is necessary in the circumstances, at the cost of the Tenant.

The tenant must comply with the Council's reasonable directions and requirements in relation to the security of the exclusive and common areas.

8. Keys and Access Cards

If the Council has provided any keys or access cards to the Tenant then the Tenant will not permit them to come into the possession or control of any person(s) or organization(s) other than the Tenant, its employees, or agents and will return the keys or access cards to the Council on the expiration or termination of the agreement/lease.

Lost keys or access cards will be replaced by the Council at the cost of the Tenant.

The Tenant will provide to the Council an afterhours contact number.

9. Rubbish

No rubbish is to be burned on the premises, including in the common area(s).

10. Soliciting

The Tenant **must not** solicit business in the common area(s) nor distribute leaflets, pamphlets or other advertising material on any vehicles parked in the common area(s).

The Tenant **must not** use audio visual equipment, amplifiers or loud hailers in the common area(s) without the prior written consent of the Council's Parks and Leisure Manager.

11. Closing of Premises and Building

The Tenant will observe and comply with any reasonable closing of the Premises, building(s), or common area(s) by the Council.

The Tenant will observe and comply with any direction prohibiting the Tenant from entering or remaining on the premises (or part thereof) at such hours as the Council may reasonably determine and at all other times at which the premises or common area(s) are required to be closed by operation of law.

12. Restrictions on Use of Common Areas

The Tenant's right to use the common area(s) will always be subject to the control of the Council and to the provisions for the making of rules. In particular, but without limitation, the Tenant will observe all restrictions imposed by the Council from time-to-time to:

- (a) Either prohibit or restrict parking by Tenants or employees of Tenants or their agents and (in the case of restriction) to designate an area which may be reserved for parking by Tenants, their employees and agents. No previous allowing of such parking will prevent the Council from imposing a total prohibition;
- (b) (Where parking is allowed) require the Tenant to provide a full list of the registration numbers of all vehicles of the Tenant, its employees, agents and contractors;
- (c) Close any part of the common area(s) to the extent that they may be required by law to prevent such common area(s) becoming dedicated or to prevent any rights accruing to any person or the public other than to the benefit of the Council; and
- (d) Close for such time as may be necessary such part of any parking area as may be required to be repaired or surfaced and to vary the location and extent of any parking area.

13. Liquor

The Tenant will not at any time permit the sale of intoxicating liquor within the premises unless it is in accordance with all licensing laws and the permitted business use.

If intoxicating liquor is consumed within the premises, the Tenant will ensure that all laws governing the consumption of intoxicating liquor are fully complied with by the Tenant and people under the control of the Tenant.

14. Eviction

The Council reserves the right to exclude or evict from the premises any person who, in the opinion of the Council:

- (a) Is under the influence of intoxicating liquor or drugs including, legal synthetic drugs;
or
- (b) Willfully does any act in violation of these Rules; or
- (c) Is a nuisance to other people; or
- (d) Acts in threatening manner toward any other person
within or on the premises.

15. Pests and Disease Control

The Tenant will take all reasonable steps to keep the premises free of rodents, insects, reptiles and pests. This includes, but is not limited to, engaging a Pest Controller to lay traps and poison.

If the Tenant does not comply with this rule, the Council will be entitled to engage a Pest Controller and charge all costs to the Tenant and collect the costs in the same manner as rent in arrears.

The Tenant will promptly bring to the attention of the Council the presence of any notifiable diseases.

Where the Tenant believes an exotic disease or pest is, or has been, present on the premises, the Tenant will notify the Ministry of Agriculture and Fisheries Exotic Disease and Pest Hotline (0800 809 966 - as at February 2014).

16. Cleaning of Tenant's Area

The Tenant is responsible for the cleaning of the Tenant's own premises.

The Tenant will keep the premises in a good state of preservation and cleanliness and will not allow accumulations of dirt, rubbish or useless property in or about the premises, including any common area(s).

In the event that the Tenant does not keep the premises in a good state of preservation and cleanliness and this will, in the opinion of the Council, reflect poorly on the Council or the District, the Council may engage a professional cleaning service to clean the premises, at the sole cost of the Tenant. The Council will not be responsible to the Tenant for any loss or damage to the property of the Tenant caused by such cleaning services.

17. Signage

The Tenant will not at any time allow any sign to be displayed that refers to any closing down of the organization or expiration or termination of the agreement/lease.

The Tenant will not display show cards, price tickets, or similar that are not professionally presented.

18. Aerials

The Tenant will not erect or affix to any building or structure on the premises, any radio or television mast, or telecommunications antenna unless the Council has first consented in writing. In the event that the Council gives such consent and subsequently considers that the rights or interests of other Tenants are being adversely affected, then such consent may be modified or withdrawn on the giving of 14 days notice.

19. Sound Reproduction Apparatus

The Tenant may operate any musical instrument, compact disk, digital audio file, cassette tape or record player, radio, television set, amplifier or other sound reproduction apparatus within the premises in a manner that does not interfere with the Council, its Tenants, its customers or its neighbours.

20. Occupation of Premises

In no event will the Tenant allow any person to sleep or reside on or in the premises.

21. Animals and Pets

Except in accordance with the permitted business use, no animals, insects, birds or pets will be kept in or about the premises.

22. Statements

The Tenant will not issue statements, verbal or written, to the media in respect of the Council.

23. Interference with Machinery

The Tenant will not interfere with or attempt to control any machinery owned or leased by the Council.