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**From:** Wendy Collard  
**Sent:** Friday, 13 December 2024 10:05 a.m.  
**To:** [REDACTED]  
**Subject:** FW: Local Government Official Information request - 1083557  
**Attachments:** Chisholm Park Golf Club - Letter dated 12 March 2012 - Yearly roll over\_Redacted.pdf; Lease Chisholm Pk GC 1 Apr 1992 to 31 Mar 2012\_Redacted.pdf

Kia ora

I refer to your Local Government Official Information and Meetings Act 1987 request for the following:

1. *A copy of the current lease agreement between the Council and Chisholm Park Golf Club Inc (known as Chisholm Links). In particular how long is the lease for (when will it expiry what year)*  
Please find attached a copy of the "Lease between the Dunedin City Council and Chisholm Park Golf Club Inc and the letter of agreement for yearly roll over of the original lease. We have redacted the annual rental and calculation rates pursuant to Section 7(2)(i) of LGOIMA - to enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations). We have also redacted the contact details and signatures from the letter dated 12 March 2012 pursuant to Section 7(2)(a) of LGOIMA – protect the privacy of natural persons, including that of deceased natural persons.

The 20 year lease was granted on 1 April 1992 and from 1 April 2012 the lease was placed on a "year by year" renewal lease basis.

2. *Is it exclusive in that only one golf club can operate on this council land, according to the council by laws for this parcel of land?*  
Yes, the Chisholm Park Golf Club has exclusive rights to occupy and use the land for the approved purposes being "operation of a golf clubs and public golf links and associated facilities including a clubhouse (please refer to clause 11 of the original lease agreement).
3. *Who is responsible for the maintenance of this land? You the council or the lease holder (the golf club)?*  
The lease requires the Chisholm Park Golf Club Inc to manage and maintain the land (please refer to clauses 13 to 17 of the original lease agreement).
4. *If the council does maintain some or part of the land, which department does this fall under?*  
The Dunedin City Council Parks and Recreation Department administers the land on which the Chisholm Park Golf Club is situated however it is not responsible for maintaining the golf course. Please note that the land that the golf course is on is part of the Ocean Beach Domain Reserve, parts of which are administered by the DCC as sportsfields and public open spaces. A link to the Ocean Beach Reserve Management Plan is attached for your information <https://www.dunedin.govt.nz/council/policies,-plans-and-strategies/plans/ocean-beach-reserve-management-plan>

As we have declined to provide some information you are advised that you have the right to seek a review by the Office of the Ombudsman.

Kā mihi

Wendy Collard  
Mana Whakahaere Kairuruku / Governance Support Officer  
Governance Group

P 03 477 4000 | DD 03 474 3374 | E [wendy.collard@dcc.govt.nz](mailto:wendy.collard@dcc.govt.nz)

Te Kaunihera a Rohe o Ōtepoti - Dunedin City Council  
50 The Octagon, Dunedin  
PO Box 5045, Dunedin 9054  
New Zealand  
[www.dunedin.govt.nz](http://www.dunedin.govt.nz)

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**From:** DCC Webmaster <webmaster@dcc.govt.nz>  
**Sent:** Monday, 18 November 2024 7:01 a.m.  
**To:** Official Information <officialinformation@dcc.govt.nz>  
**Subject:** Local Government Official Information request - 1083557

██████ has submitted a LGOIMA request - 1083557.

Below are the details of the request

**Request details:**

Hello, I wish to request under the official information Act 1982 the following. A copy of the current lease agreement between the council and Chisholm Park Golf Club incorporated (know as Chisholm Links). In particular how long is the lease for (when will it expire what year) Separately can you also provide: 1. Is it exclusive in that only one golf club can operate on this council land, according to the council by laws for this parcel of land? And; 2. Who is responsible for the maintenance of this land? You the council or the lease holder (the golf club)? 3. If the council does maintain some or part of the land, which department does this fall under? With thanks ██████████

██████████

**File attachment (file name)**

No file uploaded

**Name**

██████████

**Email address**

██████████

**Mailing address**

**Contact phone number**

12 March 2012

Chisholm Park Golf Club Incorporated

PO Box 2400  
South Dunedin  
DUNEDIN 9044

Dear [REDACTED]

**LEASE OF RESERVE LAND AT OCEAN BEACH DOMAIN/CHISHOLM PARK**

I am writing with reference to the lease of reserve land at Ocean Beach Domain/Chisholm Park to the Chisholm Park Golf Club Incorporated. You may be aware that this lease is due to expire on 31 March 2012 and that it does not include any right of renewal.

You will also be aware that the Council is developing a long-term approach for the management of erosion at Ocean Beach. When decisions have been made in this regard, the *Ocean Beach Domain Management Plan* will be reviewed. It is possible that the review of this Management Plan will have implications for the future leasing of land within Ocean Beach Domain and Chisholm Park and any leases of land in this area will have to reflect the objectives and policies that are contained within the new Management Plan.

As a key stakeholder, you will be notified of the review of the Management Plan and will be given an opportunity to make submissions as part of the review process.

Until such time as the Management Plan has been completed, all expiring leases of land at Ocean Beach Domain and Chisholm Park reserves will be renewed on a yearly basis. This will allow lessees to continue to occupy parts of the reserves for their activities in the interim. All the conditions of the existing leases will continue to apply during this period. The yearly roll-over date for the leases shall be 30 June in each year.

Once the aforementioned Management Plan has been completed, a new agreement between the Council and the Chisholm Park Golf Club Incorporated can be negotiated and will take into account any policies and rules that have been approved that relate to the occupation of reserve land and any other relevant policies that will apply. Any other issues can also be addressed at that time.

I would appreciate if you could arrange for the enclosed copy of this letter to be signed and returned to me to confirm that the Chisholm Park Golf Club Incorporated agrees to the above proposal.

If you have any queries about the above please contact me. I look forward to hearing from you soon.

Yours sincerely



Paula Dickel  
**Reserves Policy and Planning Officer**

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On behalf of the Chisholm Park Golf Club Incorporated we the undersigned agree to the yearly roll-over of the aforementioned lease as outlined above.

Name  Position Chair person

Signature  Date 27/3/2012

Name  Position B.O.M.

Signature 

DATED

1992

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BETWEEN

THE DUNEDIN CITY COUNCIL

A N D

CHISHOLM PARK GOLF CLUB  
INCORPORATED

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LEASE

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GALLAWAY HAGGITT SINCLAIR,  
BARRISTERS & SOLICITORS,  
DUNEDIN.

THIS DEED made the 7 day of April 1992.

BETWEEN THE DUNEDIN CITY COUNCIL (called "the Council")

A N D CHISHOLM PARK GOLF CLUB INCORPORATED a duly incorporated company  
having its registered office at Dunedin (called "the Lessee")

WITNESSES that in consideration of the rent payable and the covenants on the part of the Lessee the Council with the prior consent of the Minister of Conservation which consent is evidenced by the signature at the foot hereof leases to the Lessee the premises described in the schedule (called "the premises") for a term and at a rental being firstly rental for the land (called "the land rental") and secondly rental for buildings (called "the building rental") also shown in the schedule

AND the Lessee covenants with the Council as follows:-

Rental Payment

1. THE Lessee will pay the land rental and the building rental hereby reserved (plus G.S.T.) to the Council in a manner set out in the schedule at the Council's Civic Centre, The Octagon, Dunedin.

Rental Review

2. IT is agreed between the parties hereto that the annual land rental hereby reserved shall be altered with effect on the 1st day of July in each year of the term by the application of the same percentage increase or decrease as the percentage increase or decrease in the rates struck by the Council for that rating year compared with that of the previous rating year and the new rent so fixed shall be substituted for that of the previous year. Until such time as the rates are struck for the new rating year the rent shall continue to be paid at the same rate as in the previous year and when the rates are struck an adjustment will be made for any balance of rent owing by or refund of rent due to the Lessee.

3. IT is hereby acknowledged by the parties that the initial land rental hereby reserved is based upon:-

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- (a) With respect to the land upon which the clubhouse is situated the clubhouse land formula set out in the schedule.
- (b) With respect to all other land by the golf links formula set out in the schedule.

If the Lessee shall with the consent of the Council change the use to which any part of the said clubhouse is put then the Council shall have the right to review the rent with respect to the land upon which the clubhouse is situated by application of the said formula having regard to the various uses to which the clubhouse is then put.

4. IN the event that the Council no longer strikes rates then the parties hereto shall within three months meet for the purpose of agreeing to an alternative basis on which the rent is to be reviewed and failing agreement the lease shall immediately thereafter cease and determine.

5.1 THE annual building rent may be reviewed by the Council as follows:-

- (a) The Council shall commence a review by not earlier than three months prior to a review date or at any time up to the next following review date giving written notice to the Lessee specifying the annual rent considered by the Council to be the current market rent as at that review date.
- (b) If, by written notice to the Council within twenty-eight days after receipt of the Council's notice, the Lessee disputes that the proposed new annual rent is the current market rent then the new rent shall be determined in accordance with clause 5.2. BUT the new rent shall not be less than the annual rent payable during the period of twelve months immediately preceding the relevant review date.
- (c) If the Lessee fails to give such notice (time being of the essence) the Lessee shall be deemed to have accepted the annual rent specified in the Council's notice.



- (d) The annual rent so determined or accepted shall be the annual rent from the review date or the date of the Council's notice if such notice is given later than three months after the review date.
- (e) Pending the determination of the new rent, the Lessee shall pay a rental at the mid point between the rent specified in the Council's notice and the rental payable for the immediately preceding period provided that the Council's determination is substantiated by a registered valuer's report. Upon determination of the new rent an appropriate adjustment shall be made.
- (f) The rent review at the option of either party may be recorded in a Deed, the cost of which and the stamp duty thereon shall be payable by the Lessee.

5.2 IMMEDIATELY following receipt by the Council of the Lessee's notice the parties shall endeavour to agree upon the current market rent, but if agreement is not reached within fourteen days then the new rent may be determined either:-

- (a) By one party giving written notice to the other requiring the new rent to be determined by arbitration, or
- (b) If the parties so agree by registered valuers acting as experts and not as arbitrators as follows:-
  - i. Each party shall appoint a valuer and give written notice of the appointment to the other party within fourteen days of the parties agreeing to so determine the new rent.
  - ii. If the party receiving a notice fails to appoint a valuer within the fourteen day period then the valuer appointed by the other party shall determine the new rent and such determination shall be binding on both parties.
  - iii. The valuers appointed before commencing their determination shall appoint an umpire who need not be a registered valuer.

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*Am*



- iv. The valuers shall determine the current market rent of the premises and if they fail to agree then the rent shall be determined by the umpire.
- v. Each party shall be given the opportunity to make written or verbal representations to the valuers or the umpire subject to such reasonable time and other limits as the valuers or the umpire may prescribe and they shall have regard to any such representations but not be bound thereby.

When the new rent has been determined the arbitrators or the valuers shall give written notice thereof to the parties. The notice shall provide as to how the costs of the determination shall be borne and such provision shall be binding on the parties.

#### Outgoings

6. THE Lessee will pay all outgoings with respect to the land and buildings whatsoever including all charges for water, gas, electricity, telephones, rates and levies (if any) payable to any local or territorial authority, ground maintenance, insurance of buildings and including all charges with respect to repair and upkeep (both maintenance and structural) in relation the buildings.

#### Buildings

7. THE Lessee will throughout the said term keep all buildings and improvements including its clubhouse on the demised premises in good repair order and condition fair wear and tear and damage by fire flood earthquake and other inevitable accident included and will complete such structural repairs as shall be necessary from time to time to maintain the buildings in good repair.

8. THE Lessee will not make any structural alterations to any buildings without the prior written consent of the Council.

9. THE Lessee shall not erect any buildings upon the land without the prior consent of the Minister of Conservation.

Assignment and Use

10. THE Lessee will not assign this lease or sublet or part with the possession of the demised premises or any part thereof and will not without the consent of the Council encumber this lease. In particular the use of the said building is to be restricted to club members, members of visiting clubs and invited guests and authorised members of the public and no part of the buildings is to be subleased or sublet for any purpose PROVIDED HOWEVER that the said building may be sublet on a casual daily basis or for social functions always subject to clause 13.

11. THE Lessee will use the land comprised in the demised premises solely for the purpose of operating a Golf Club and Public Golf Links for persons taking part in such sport and the said buildings as a club house and ancillary maintenance buildings in connection with the said sport and any other purposes authorised by the Lessee's Club Rules and if at any time the Council is of the opinion that the land leased is not being used or is not being sufficiently for the purposes specified in the lease the Council after making such enquiries as the Council thinks fit and giving the Lessee an opportunity of explaining the usage of the land leased and if satisfied that the land leased is not being used or is not being sufficiently used for the purposes specified in the lease may terminate the lease on such terms as the Minister approves.

12. THE Lessee will not do or suffer to be done in or upon the demised premises any act or thing including any thing that contravenes the Council's By-Laws which may be or become a nuisance or annoyance to the Council or to the owners or occupiers of neighbouring premises.

Operation of Golf Links

13. THE Lessee shall manage and maintain the said land in a good and husbandlike manner according to the rules of good husbandry so as to keep the land and in particular the putting greens in good heart and condition.

14. THAT the Lessee will throughout the term of their lease to the satisfaction of the Council cut and trim all live fences and hedges upon the said land and keep clean and clear from weeds and keep open all creeks drains ditches and watercourses upon

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the said land including any drains ditches and watercourses which may be constructed after the commencement of the term of this lease PROVIDED THAT if there is any breach of this covenant the Council may do any work necessary to remedy the breach and charge the Lessee the reasonable cost of the work.

15. THE Lessee shall not be entitled to make alterations to the general arrangement and character of the premises including the arrangement of the holes of the Golf Link without the prior consent in writing of the Council such consent not to be unreasonably withheld.

16. THE Lessee shall not without the prior written consent of the Council cut down or injure any trees, plants, bushes or hedges or remove from the premises any soil, clay, sand or other materials and will not make any excavations.

17. THE Lessee will to the satisfaction of the Council clear and keep clear the said land from gorse, broom, sweetbrier and all noxious plants and from rabbits and vermin and will duly and fully comply with the provisions of the Noxious Plants Act 1978 and the Agricultural Pests Destruction Act 1967 and the Plants act 1970 and all amendments thereto and with all notices or demands lawfully given or made by any person in pursuance thereof.

#### General

18. THE Lessee will permit the Council or the agent of the Council with or without workmen and others at all reasonable times to enter upon the demised premises for the purposes of viewing the condition and state of repair of the said buildings and at the Lessee's expense will make good all defects which the Lessee is hereby required to make good and remaining after one calendar month's notice in writing requiring the Lessee to remedy such defects as aforesaid shall have been given to the Lessee.

19. IF the Lessee shall at any time fail or neglect to perform or observe any of the covenants conditions or restrictions herein contained or implied and on its part to be performed or observed or if the Lessee shall be wound up or shall cease to operate as a sporting club in the same or substantially the same manner as at present or if any lender of moneys to the Lessee shall call upon the Council under any guarantee

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given by the Council to such lender in respect of such loan moneys then and in any such case it shall be lawful of the Council or any person or persons authorised by it in that behalf to re-enter and the demised premises peaceably to hold and enjoy thenceforth as if these presents had not been made by without prejudice to any right of action or remedy of the Council in respect of any antecedent breach of any of the covenants conditions or restrictions by the Lessee herein contained.

20. UPON termination of this lease by effluxion of time or surrender or re-entry as provided in the last preceding clause or otherwise the land together with all improvements thereon shall revert to the Council without compensation payable to the Lessee or otherwise.

21. THE Council shall retain the right at any time during the term of this lease or any renewal thereof to enter upon the land for the purposes of laying drainage and sewage outfall pipework (called "the pipework") through and under the land upon the following conditions:

- (a) The Council shall have first given the Lessee three months notice of its intention to enter the land and lay the pipework.
- (b) During the continuance of such works where there are exposed diggings and like works the Council will provide at its cost suitable bridges and crossings for the uses of the Golf Links to cross such exposed works.
- (c) No works shall be conducted by the Council or its agents on Saturdays.
- (d) The Council will promptly reimburse the Lessee for the reasonable costs associated with the temporary relocation of any greens, tees or fairways necessitated by such works and the cost of relocation of the same following completion of such works.
- (e) The Council shall compensate the Lessee for its actual loss of earnings resulting from it exercising its rights under this provision the calculation of such losses to be based on directly assessable losses and comparisons with the previous year's income.

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- (f) Should the Council and Lessee be unable to agree on any matters referred to in subclauses (a) to (e) of this clause then the matter or matters shall be referred to arbitration pursuant to the Arbitration Act 1908.

22. THE express covenants provisions and powers herein contained shall supersede those referring to the same subjects and those only implied in Deeds of Lease by the Property Law Act 1952.

23. THE Lessee shall have no right to freehold the land hereby leased.

24. THIS lease shall be subject to Section 54(1)(a), (b) and (c) of the Reserves Act 1977.

25. THE Lessee shall bear all costs of preparation, stamping and registration of this lease the Council shall bear all costs of survey in respect of this lease.

THE LESSEE the said CHISHOLM PARK GOLF CLUB INCORPORATED doth hereby accept this lease of the above described lands to be held by it as tenant and subject to the conditions restrictions and covenants above set forth.

#### SCHEDULE

<u>Premises:</u>	(a) The land:	48.3 ha more or less being part Deposited Plan 4686 and also being part Section 28 Block VII Otago Peninsula Survey District and being part of the land in Certificate of Title 281/188.
<i>Refer to the map of the land</i>	(b) The buildings:	All those buildings known as the Pro Shop, The "Bunker Cafe", the Maintenance Workshop and the Green Keeper's House.
	(c) Clubhouse land:	599m <sup>2</sup> more or less being that part of the land (as shown on plan annexed).

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It is acknowledged that the clubhouse is owned by the Lessee.

Term:

Twenty years less one day from 1st April 1992.

Rental:

- (a) The Land Rental  
(excluding land  
upon which the  
Clubhouse is  
situated): [REDACTED] plus G.S.T. reviewable  
annually in accordance with clause 2  
hereof.
- (b) The Building  
Rental: [REDACTED] plus G.S.T. reviewable  
every three years as per clause 5  
hereof.
- (c) Clubhouse land: [REDACTED] plus G.S.T. reviewable  
annually in accordance with clause 2  
hereof.

The Council agrees to remit charges for rental over the first six years of the term in accordance with the following:-

- 1st year - 100%
- 2nd year - 100%
- 3rd year - 80%
- 4th year - 60%
- 5th year - 40%
- 6th year - 20%

Thereafter no remission.

How Payable:

Monthly in advance.

*Handwritten signature*

Rent ReviewDates:

1st April 1995, 1998, 2001, 2004, 2007 and 2010.

Clubhouse RentalFormula:

A + B + C + D

WHERE

- A. is the value of the land comprised in the demised premises which in the opinion of the Council is used or is capable of being used for sporting facilities (other than service areas such as showers, toilets, change rooms and the like) calculated at the rate of \$ [REDACTED] per square metre, and
- B. is the value of the land comprised in the demised premises which in the opinion of the Council is used or is capable of being used for social facilities (whether licensed to sell liquor or not) calculated at the rate of \$ [REDACTED] per square metre, and
- C. is the value of the land comprised in the demised premises other than land included in A or B above which in the opinion of the Council is not enclosed for the exclusive use of the Lessee calculated at the rate of \$ [REDACTED] per square metre, and
- D. is the value of the land comprised in the demised premises other than land included in A or B above which in the opinion of the Council is enclosed for the exclusive use of the Lessee calculated at the rate of \$ [REDACTED] per square metre.

Golf LinksFormula:

The rental shall be the value of the land comprised in the demised premises other than land in A to D above which is the opinion of Council a large tract of land used non-

exclusively by the Lessee calculated at the rate of \$ [REDACTED]  
per square metre.

THE COMMON SEAL of THE  
DUNEDIN CITY COUNCIL  
was hereto affixed in  
the presence of:-

) L. J. Lawther  
)  
)  
) W. Beck

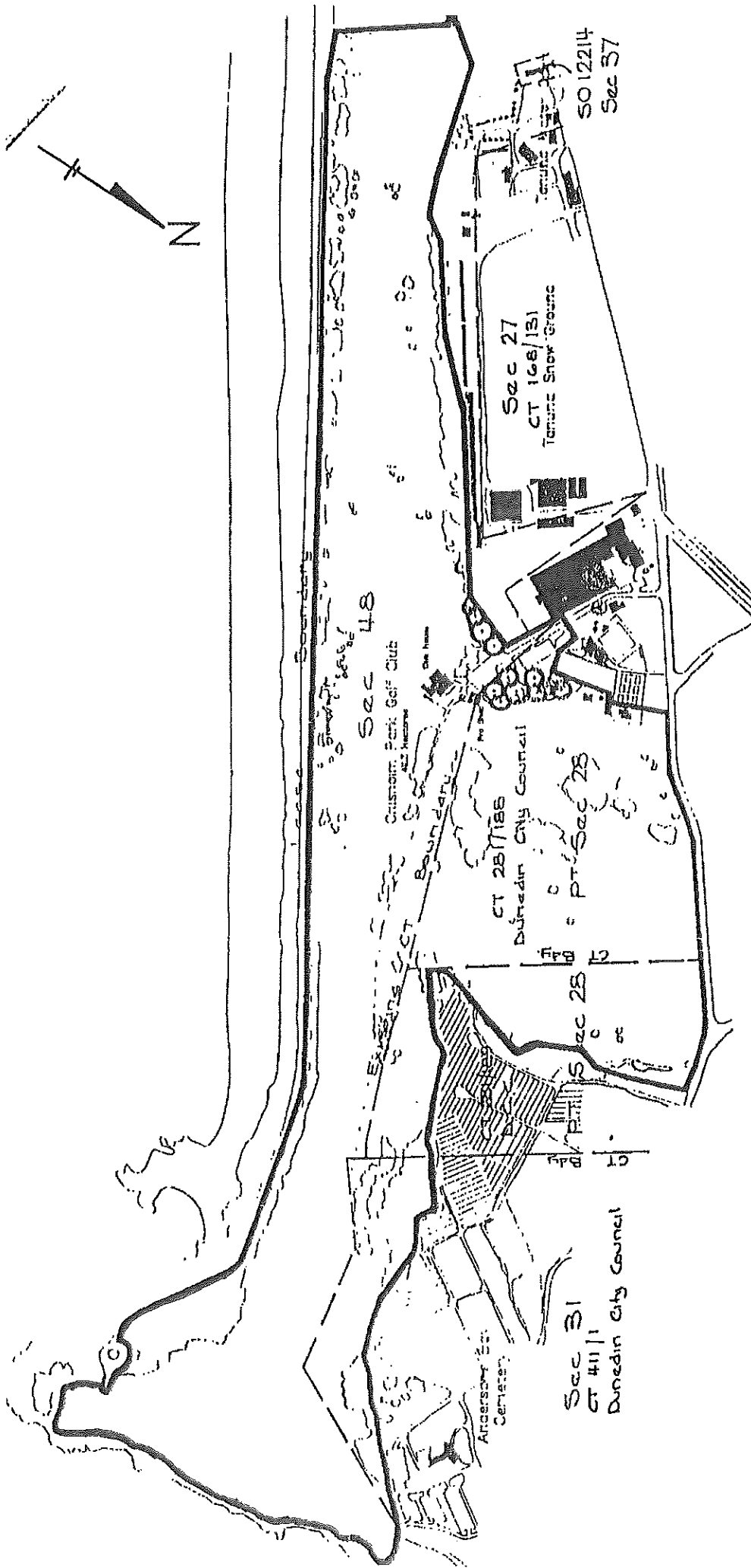


THE COMMON SEAL of CHISHOLM)  
PARK GOLF CLUB )  
INCORPORATED was hereto )  
affixed in the presence of:- )



*[Handwritten signature]*





CHISHOLM PARK GOLF LINKS - PART OF PT SEC 28 AND PART OF SECS 31 & 48  
BLOCK VII OTAGO PENINSULA S.D.

DESIGNED	SCALE APPROX 1:5000	CITY CONSULTANTS	Diagram of Area to be leased by	DRAWING No 5360/6005
DRAWN	FOR ISSUE	ENGINEERS	Chisholm Park Golf Club	SHEET No 1 of 1
TRACED	DRAWING STATUS	AND	Comprised in CT 28/188, Part of CT 28/189	ISSUE A B C D E F G
CHECKED	CONTRACTOR SHALL VERIFY	SURVEYORS	and Part of Ocean Beach Rec. Reserve	DATE ISSUED Dec 1991
APPROVED	NOTE: ALL DIMENSIONS ON SITE BEFORE COMMENCING WORK			