

## **SPORTS FIELD FEES AND CHARGES**

Department: Parks and Recreation

### **EXECUTIVE SUMMARY**

- 1 Dunedin City Council maintains 54 sports grounds and manages up to 156 grass and 4 artificial playing fields for sports activities across the city.
- 2 At Council's request, a review of the fees and charges for sports fields was undertaken to ensure they were accurate and to capture electricity costs for field lighting as part of the cost recovery calculations.
- 3 The cost recovery calculation for an artificial turf versus a grass field was reviewed to ensure accuracy. A new charge specific to artificial turfs has been included in the proposed fees and charges schedule.
- 4 The report outlines the sports field fees and charges review and the adjustments required to align with the Revenue and Financing policy (the policy). The policy states a funding split of 96% rates to 4% user pays.
- 5 The overall result of the review shows that currently 5 sports codes are paying over the 4% setting for the Revenue and Financing policy; 2 sports codes are paying at the 4% policy setting and 1 sports code is paying under the 4% policy setting.
- 6 Realigning all sports codes to ensure the policy setting at 4% is met by all sports codes, produces a decrease of revenue of \$5,726, from the 2024/25 financial year for sports fields.
- 7 Increasing the sports fields fees and charges to a Revenue and Financing policy setting of 95% rates funded and 5% user pays, produces an increase of revenue of \$59,563 from the 2024/25 financial year for sports fields. This assumes codes book the same number of fields as the previous season.
- 8 The proposed sports field fees and charges have been included at the policy setting of 95% rates and 5% user pays in the Community Recreation – Draft Operating Budget 9 year plan 2025-34 report for Council decision.

### **RECOMMENDATIONS**

That the Council:

- a) **Decides to:**
  - i) Maintain the sports fields fees and charges at the current Revenue and Financing policy setting of 96% rates funded and 4% user pays.

Or

- ii) Increase the sports fields fees and charges to a Revenue and Financing policy setting of 95% rates funded and 5% user pays.

## BACKGROUND

- 9 At a Council meeting on 28 May 2024, Council resolved to take ownership of the hockey turfs and fund the replacement of the hockey turfs located at Logan Park.

*Moved (Cr Andrew Whiley/Cr Jim O'Malley):*

*That the Council:*

- a) **Agrees** to take ownership of the hockey turfs located at Logan Park and fund the replacement of the hockey turfs at a capital cost of \$1 million, in the Annual Plan 2024/25.
- b) **Requests** a review of ground rental charges for sports fields and facilities in time to inform development of the 9 year plan 2025-34.
- c) **Request** staff to work with the Otago Hockey Association (1990) on rental charges for 2024/25.

**Motion carried (CNL/2024/082)**

## Otago Hockey Context

- 10 Following the Council resolution on 28 May 2024, work was progressed with the Otago Hockey Association to agree on a Memorandum of Understanding (attached as Appendix A) for the handover of the two artificial turfs located at Logan Park.
- 11 In conjunction, work began on replacing the artificial turfs in November 2024. It is planned that the works will be completed before the start of the next hockey season.
- 12 When Council takes ownership of the artificial turfs, Hockey will need to be charged a fee in line with the Revenue Policy for their use.
- 13 Currently there is no specific fee for artificial turf hire as existing artificial turfs are charged as grass fields. In addition, there have been inconsistencies on how lights have been charged.
- 14 New artificial turf fees are proposed in the schedule attached as Appendix B. These new fees will apply to hockey. A new charge for field lights per pitch has also been included in the proposed schedule.
- 15 Hockey have maintained ownership of the field lights and the change and clubroom facilities; therefore, they will not be charged the new fee for field lights.
- 16 The land and car park leases at Logan Park were also reviewed for Hockey. This resulted in an increase charge from their current fee of \$10,625.85 excl. GST to \$30,023.70 excl. GST. An increase of \$19,397.85.
- 17 For 24/25, given that no current fee has been set for hockey, they have agreed to be invoiced at the conclusion of the 24/25 season at the amount set by Council in the fees and charges schedule.

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**Sports Field and Facilities Context**

- 18 Dunedin City Council maintains and manages 156 grass sports fields and 4 artificial turfs across Dunedin for summer and winter sports activities across 54 sports grounds.
- 19 Bookings for these fields are split into winter and summer seasons.
- 20 The winter season traditionally runs from April until September with some preseason bookings in March. Winter codes include Football (7,800 participants), Rugby (4,800) and Hockey (2,700).
- 21 The summer season traditionally falls between November and March. Summer codes include Cricket (1,700 participants), Athletics (900), Softball (500) and Touch Rugby (4,700).
- 22 Sports fields are used more in winter than summer with Football (92 grass fields and 2 artificial fields) and Rugby (64 grass fields) being the biggest sports field user groups.
- 23 Of the 54 sports grounds that DCC manages, 25 have council owned pavilions and change facilities available for use.
- 24 Of the 54 sports grounds that DCC manages, 35 have DCC owned lighting available for use.

**Revenue and Financing Policy Context**

- 25 The revenue and financing policy for parks and reserves is currently split 96% rates and 4% from other revenue including fees and charges.
- 26 The total annual cost for 2024-2025 of maintaining sports fields, the artificial turfs, facilities, and lights is \$5,343,364.
- 27 Current fees and charges differentiate between fields with facilities (\$2,111.70 per season) and sports fields without facilities (\$1,180.40 per season).
- 28 Currently DCC incurs annual costs of \$161,483 for lighting sports fields. This includes energy, inspections, and maintenance costs. Electricity costs for lighting sports fields during winter had not previously been part of the cost recovery calculation, this is now included in the 2025/26 fees and charges for sports fields.
- 29 Budgeted revenue for the 2024/25 financial year to be received for sports fields and associated facilities totals \$298,345.
- 30 Sports fields fees and charges are updated annually, with the last full review occurring in 2021 when the Delta greenspace contract started.

**DISCUSSION****Current Fees and Charges**

- 31 The 2024/25 charges and current position against the Revenue and Financing policy for sports codes (4% user pays) are shown in Table 1 (below).

**Table 1. Current Hire Agreements for Sports Codes – 2024/25**

Sports Code	FY24/25 Total (incl GST)	vs Policy	Facilities Booked
Football	\$ 95,968	4.9%	49 full size, 45 Junior Fields, 16 Change Facilities
Rugby	\$ 68,952	4.9%	42 full size, 22 Junior Fields, 9 Change Facilities
Rugby League	\$ 4,223	4.6%	2 fields, 2 facilities
Touch Rugby	\$ 10,557	3.2%	The Oval, Peter Johnstone, Bishopscourt, Facilities
Hockey		n/a	2 Artificial Hockey Turfs
Dunedin Cricket (Club)	\$ 67,527	4.0%	13 Grass Wickets, 22 Artificial, 10 Change Facilities
Otago Cricket (Rep)	\$ 32,305	4.0%	Uni Oval requirements vary depending on # fixtures)
Athletics	\$ 4,400	4.1%	3 Grass Tracks, Caledonian Track
Softball	\$ 2,366	5.0%	Hancock Park only (equiv 2 fields)

- 32 Once the reviewed costs had been accurately calculated, the table above outlines some variance to the policy.
- 33 The review showed some charges had crept closer to 5% cost recovery than 4% policy setting. In order to align with the 4% policy setting and ensure equity across all sports codes, some charges would decrease and some would increase.
- 34 Hockey do not currently pay a fee as they owned the artificial turf last hockey season.
- 35 Touch Rugby is the only code currently being undercharged according to the policy.
- 36 Since the Delta greenspace contract started in 2021, Parks have been able to accumulate better data each year to have a more accurate idea of the specific costs the DCC incurs for maintaining sports fields over the duration of that contract due to improved reporting.
- 37 The updated fees and charges schedule for 2025/26 proposes that facilities and field lighting would be charged as a separate fee in accordance with the adopted revenue finance policy.
- 38 Costs included in the calculation for grass sports fields include mowing, line marking, water charges, maintenance of the fields, staff time and depreciation (where applicable).
- 39 Costs included for artificial turfs include brushing, maintenance, depreciation, and interest water charges and insurance premiums where applicable.

### Proposed Fees and Charges

- 40 Table 2. (below) shows the impact on sporting codes of the proposed changes to fees and charges to align with the current Revenue and Financing policy setting at the 4% and the proposed 5% policy change compared to the current years charges.

**Table 2. Proposed Hire Agreements for Sports Codes 2025/26**

FY2024/25 Current Hire Agreements			FY 2025/26 Draft Hire Agreements	
Sports Code	24/25 Charge	vs Policy	Policy 4%	Policy 5%
<b>Football</b>	\$ 95,968	4.9%	\$ 89,844	\$ 111,635
<b>Rugby</b>	\$ 68,952	4.9%	\$ 58,840	\$ 73,548
<b>Rugby League</b>	\$ 4,223	4.6%	\$ 3,707	\$ 4,549
<b>Touch Rugby</b>	\$ 10,557	3.2%	\$ 13,522	\$ 16,879
<b>Hockey</b>		n/a	\$ 6,616	\$ 8,108
<b>Dunedin Cricket (Club)</b>	\$ 67,527	4.0%	\$ 68,878	\$ 86,108
<b>Otago Cricket (Rep)</b>	\$ 32,305	4.0%	\$ 32,951	\$ 37,205
<b>Athletics</b>	\$ 4,400	4.1%	\$ 4,371	\$ 5,463
<b>Softball</b>	\$ 2,366	5.0%	\$ 1,911	\$ 2,366
<b>Total costs recovered</b>	\$ 286,298		\$ 280,638	\$ 345,861

- 41 The proposed fees and charges schedule can be found in Appendix A.
- 42 **Touch Rugby** is impacted the most by percentage increase as they are currently paying 3.2% of user pays against the 4% policy setting. Under the current policy and accounting for realignment to 4%, Touch Rugby would be invoiced a total of \$13,522 this season they were invoiced \$10,557. Under the proposed policy of 5%, Touch Rugby would be invoiced a total of \$16,879 which would be a 37% increase.
- 43 **Football:** Under the current policy and accounting for realignment to 4%, Football would be invoiced a total of \$89,844, this season they were invoiced \$95,968. Under the proposed policy of 5%, Football would be invoiced a total of \$111,635 if the number of fields book remained the same.
- 44 **Hockey:** The annual costs incurred for the renewed hockey turf at Logan Park including depreciation, interest, water charges and insurance premiums is calculated to be \$70,499 per turf.
- 45 Artificial turf charges are proposed at \$3,243 incl. GST per turf at 4% recovery or \$4,053.75 incl. GST at 5%. This fee will cover the two new hockey turfs and the other DCC owned artificial turfs at Logan Park. The main driver for the increased cost (in comparison to a grass field) is depreciation.
- 46 Lights and change facilities will be charged on top of this fee if they are booked for the non-hockey turfs.
- 47 Under the proposed charges, at 4% Hockey would be invoiced \$6,616 incl. GST, or \$8,108 at 5%, for two turfs due to DCC not owning the lights or the pavilion at the Logan Park Hockey Turf.
- 48 On top of these fees, it is Hockey's responsibility to maintain the Hockey turf day to day and pay the costs of electricity for field lighting and cleaning and maintaining their change rooms.

- 49 **Rugby:** Under the current policy and accounting for realignment to 4%, Rugby would be invoiced at \$58,840 incl. GST. In 2024/25 they were invoiced at \$68,952 incl. GST. Under the proposed policy of 5%, Rugby would be invoiced at \$73,548 incl. GST.
- 50 **Cricket:** Under the current policy and accounting for realignment to 4%, Cricket would be invoiced at \$101,828 incl. GST. In 2024/25 they were invoiced at \$99,832. Under the proposed policy of 5%, Cricket would be invoiced at \$123,313 incl GST.
- 51 Under the current policy and accounting for realignment to 4%, the net result would see revenue for sports fields decrease from \$286,298 in 2024/25 to \$280,572 in 2025/26. This includes revenue received from Hockey that was not received this year.
- 52 Under the proposed policy of 5%, the net result would see revenue for sports fields increase from \$286,298 to \$345,861 incl. GST.

## OPTIONS

**Option One Council approves** maintaining the sports fields fees and charges at the current Revenue and Financing policy setting of 96% rates funded and 4% user pays.

Impact assessment

*Debt*

- No debt funding is required for this option.

*Rates*

- If adopted, the 4% option that aligns with the current policy would leave a shortfall in revenue of \$5,726 which would have to be paid via rates.

*Zero carbon*

- This option is unlikely to impact city or DCC emissions.

**Option Two Council approves** increasing the sports fields fees and charges to a Revenue and Financing policy setting of 95% rates funded and 5% user.

Impact assessment

*Debt*

- No debt funding is required for this option.

*Rates*

- If adopted, the 5% option would mean an increase of revenue by \$59,563 which would mean rates could be reduced by that amount.

*Zero carbon*

- This option is unlikely to impact city or DCC emissions.

**NEXT STEPS**

- 53 The proposed sports field fees and charges have been included at the policy setting of 95% rates and 5% user pays in the Fees and Charges Report for Council decision.
- 54 Staff will inform all sporting codes of the proposed changes to the sports field fees and charges and explain how these will affect them and invite them to submit any feedback as part of the 9-year plan 2025-34 consultation.
- 55 Staff will continue to review fees and charges for sports fields to ensure ongoing alignment with Council's Revenue and Financing policy.

**Signatories**

Author:	Heath Ellis - Acting Group Manager Parks and Recreation
Authoriser:	Jeanette Wikaira - General Manager Arts, Culture and Recreation

**Attachments**

	<b>Title</b>	<b>Page</b>
A	MoU Otago Hockey Association and the DCC 2024	
B	Proposed Sports Field Fees and Charges Schedule 25/26	

## SUMMARY OF CONSIDERATIONS

### ***Fit with purpose of Local Government***

This decision enables democratic local decision making and action by, and on behalf of communities and promotes the social, economic, environmental and cultural well-being of communities in the present and for the future.

### ***Fit with strategic framework***

	Contributes	Detracts	Not applicable
Social Wellbeing Strategy	✓	<input type="checkbox"/>	<input type="checkbox"/>
Economic Development Strategy	<input type="checkbox"/>	<input type="checkbox"/>	✓
Environment Strategy	<input type="checkbox"/>	<input type="checkbox"/>	✓
Arts and Culture Strategy	<input type="checkbox"/>	<input type="checkbox"/>	✓
3 Waters Strategy	<input type="checkbox"/>	<input type="checkbox"/>	✓
Future Development Strategy	<input type="checkbox"/>	<input type="checkbox"/>	✓
Integrated Transport Strategy	<input type="checkbox"/>	<input type="checkbox"/>	✓
Parks and Recreation Strategy	✓	<input type="checkbox"/>	<input type="checkbox"/>
Other strategic projects/policies/plans	<input type="checkbox"/>	<input type="checkbox"/>	✓

Supporting quality sport and recreation facilities is a key part of the Parks and Recreation Strategy 2017.

### ***Māori Impact Statement***

Mana whenua and Māori have an opportunity to engage with the 9 year plan consultation process.

### ***Sustainability***

Dunedin's sports fields are near major public transport routes and cycleways, enabling alternative modes of transport to be used for those participating and watching sports across the city.

### ***Zero carbon***

This report does not have implications for city or DCC emissions.

### ***LTP/Annual Plan / Financial Strategy /Infrastructure Strategy***

Updated Sports Field fees and charges have been included in the Compliance to the Revenue and Financing Policy Report being presented at this meeting.

### ***Financial considerations***

Financial considerations are discussed in this report.

### ***Significance***

Fees and Charges information will be made available as part of the 9 year plan 2025-34 consultation document.

### ***Engagement – external***

Engagement with sports codes across Dunedin has been undertaken as part of the sports fields review.

### ***Engagement - internal***

Parks and Recreation Services and Finance staff have been consulted.

### ***Risks: Legal / Health and Safety etc.***

There are no identified risks.



## **SUMMARY OF CONSIDERATIONS**

### ***Conflict of Interest***

There are no identified conflicts of interest.

### ***Community Boards***

Sports Field fees and charges will be of interest to all Community Boards.



## Memorandum of Understanding

Dunedin City Council

Otago Hockey Association (1990) Incorporated

Date: 3 October 2024

## Parties

- (1) Dunedin City Council, a local authority under the Local Government Act 2002 (**Council**)
- (2) Otago Hockey Association (1990) Incorporated (Incorporation Number: 478049) (**OHA**)

## Background

- A. The Council is the registered owner of the Land.
- B. The Council leased the Land to OHA pursuant to a Deed of Lease dated 21 September 2020 (**Existing Lease**).
- C. On 28 May 2024 the elected Council resolved to take ownership of the hockey turfs on the Land and fund the replacement of the hockey turfs. The Council has budgeted \$1,000,000.00 in its Annual Plan 2024-2025 for the hockey turfs.
- D. The parties have agreed that:
  - i. the parties will vary the terms of the Existing Lease to allow the Council to carry out the Works;
  - ii. the Council will replace the hockey turfs on the Land at its cost;
  - iii. upon completion of the Works, the existing Lease will be surrendered, and the parties will enter into a new lease to reflect the reduction in the area that OHA will be leasing.
- E. The parties wish to set up a framework for how they will work together in relation to the above.
- F. The parties record the terms of that framework in this MOU.

## Memorandum of Understanding

### 1. Definitions and Interpretation

- 1.1 In this MOU, unless the context otherwise requires:

<b>Carpark Areas</b>	means the areas outlined in red in the plan attached as Schedule 1
<b>Council</b>	means the Dunedin City Council and includes its: <ol style="list-style-type: none"><li>a) successors and assigns; and</li><li>a) contractors, professional advisers and employees authorised by the Dunedin City Council pursuant to this MOU.</li></ol>
<b>Land</b>	means approximately 16,464m <sup>2</sup> of the Logan Park at 65 Harbour Terrace, North Dunedin contained in

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*Handwritten signature*

	Record of Title 705851 as shown approximately on the plan attached as Schedule 2.
<b>Licence Area</b>	means the area outlined in yellow on the plan attached as Schedule 3.
<b>MOU</b>	means this Memorandum of Understanding and all annexed schedule(s).
<b>Proposed Carpark Licence</b>	means the proposed Licence to Occupy for the Carpark Areas attached as Schedule 4 with all necessary amendments.
<b>Proposed Lease</b>	means the proposed Deed of Lease attached as Schedule 5 with all necessary amendments.
<b>Proposed Hockey Turfs Licence</b>	means the proposed Licence to Occupy for the Licence Area attached as Schedule 6 with all necessary amendments.
<b>Works</b>	means removal of the existing artificial hockey turfs and installation of two new artificial hockey turfs as shown on the Plan and all associated works on the Land.
<b>Working Day</b>	means any date of the week other than: <ul style="list-style-type: none"> <li>(a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Matariki, Labour Day and Otago Anniversary Day;</li> <li>(b) if Waitangi Day or Anzac Day falls on a Saturday or a Sunday, the following Monday; and</li> <li>(c) a day in the period commencing with 20 December in any year and ending with 10 January in the following year, both days inclusive.</li> </ul>

- 1.2 **Currency:** References to money will be New Zealand currency, unless specified otherwise.
- 1.3 **Defined Expressions:** Expressions defined in the main body of this MOU have the defined meaning in the whole of this MOU, including the background.
- 1.4 **Document:** Reference to any document includes reference to that document as amended, novated, supplemented, or replaced from time to time.
- 1.5 **Headings:** Section, clause and other headings are for ease of reference only, and do not form any part of the context or affect this MOU's interpretation.
- 1.6 **Gender:** Words importing any gender include all other genders.

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*J. G. Cassidy*

*[Signature]*

- 1.7 **Joint and Several Liability:** Where obligations bind more than one person those obligations shall bind those persons jointly and severally.
- 1.8 **Negative Obligations:** Any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done.
- 1.9 **Parties:** References to parties are references to parties to this MOU and includes:
- (a) that party's executors, administrators, or permitted assigns; or
  - (b) if a company, limited partnership, or any other body corporate, its successors or permitted assigns or both.
- 1.10 **Persons:** References to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities, in each case whether or not having separate legal personality.
- 1.11 **Plural and Singular:** Words importing the singular number include the plural and vice versa.
- 1.12 **Sections, Clauses and Schedules:** References to sections, clauses and schedules are references to this MOU's sections, clauses and schedules.
- 1.13 **Statutes and Regulations:** References to any statutory provision include any statutory provision which amends or replaces it, and any subordinate legislation made under it.

## **2. Relationship Principles**

- 2.1 The parties acknowledge that the following relationship principles will govern their interactions:
- (a) the parties will be collaborative and will treat each other with respect;
  - (b) the parties will conduct their interactions and/or activities with each other in a professional manner and with openness, transparency and integrity;
  - (c) the parties will communicate in a way that is open and effective; and
  - (d) the parties will use reasonable endeavours to address any issues that arise in a timely manner and engage in discussions to resolve any issues in good faith.

## **3. Term**

- 3.1 The parties agree that this MOU will commence on the date of the MOU and will terminate once all the documents under clause 6.1 have been signed by the parties.

## **4. Variation of Existing Lease**

- 4.1 The parties will enter into the Deed of Variation of Lease in the form attached as Schedule 7 to vary the terms of the Existing Lease. This Deed of Variation of Lease is to be signed concurrently with this MOU.

## **5. Works**

- 5.1 The Council will undertake the Works at its cost.
- 5.2 OHA authorises the Council to:
- (a) dispose of the existing artificial hockey turfs in such manner as the Council sees fit at its sole discretion; and

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*J.H. Cassie*



- (b) acquire all or part of the existing artificial hockey turfs at its sole discretion.
- 5.3 OHA acknowledges that it will not be entitled to any compensation for Council's acquisition of all or part of the existing artificial hockey turfs under clause 5.2(b).
- 5.4 The Council shall at all times during and after completion of the Works own the following on or under the Land:
  - (a) foundation under the existing artificial hockey turfs;
  - (b) two new artificial hockey turfs and any associated inground water pipelines and drainage;
  - (c) water system including water tanks, pumps and recycling plant and associated shed and equipment, pipelines and sprinkler guns;
  - (d) in-ground electricity and communications cabling;
  - (e) hockey goals;
  - (f) player dugouts; and
  - (g) low wire mesh fence surrounding the two new hockey turfs and the higher end fences behind the four main goals.
- 5.5 OHA shall at all times during and after completion of the Works own the following on the Land:
  - (a) the McMillan Pavilion building, including the changerooms and offices;
  - (b) lighting poles and lights; and
  - (c) scoreboards.

## **6. Completion of Works**

- 6.1 Immediately upon completion of Works, the parties will concurrently:
  - (a) surrender the Existing Lease and enter into the Proposed Lease;
  - (b) enter into the Proposed Carpark Licence in relation to the Carpark Areas; and
  - (c) enter into the Proposed Hockey Turfs Licence in relation to the Licence Area. The terms of the licence will be finalised once the Works have been completed, but the key terms will be based on the Licence to Occupy – Hockey Turfs attached as Schedule 6.
- 6.2 The parties acknowledge that:
  - (a) under the Proposed Hockey Turfs Licence, the OHA will pay a fee for its use of the new artificial hockey turfs in accordance with the sportsground fees and charges set by the elected Council in the Long Term Plan and the Annual Plan;
  - (b) the elected Council is entitled to set the sportsground fees and charges in the Long Term Plan and the Annual Plan at its sole and absolute discretion and without giving any reason; and
  - (c) the fee payable under the Proposed Hockey Turfs Licence could be substantially higher than the rent OHA was paying for occupation of part Logan Park at 65 Harbour Terrace under previous lease arrangements with the Council.

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*A. Cassidy*

*[Signature]*

## **7. Disputes**

- 7.1 If a party considers that there is a dispute in respect of any matters arising out of or in connection with this MOU, then that party shall immediately give notice to the other party setting out details of the dispute.
- 7.2 The parties will endeavour in good faith to resolve the dispute between them themselves within 10 working days of receipt of the notice, failing which the parties will endeavour in good faith to appoint a mediator and resolve the dispute.
- 7.3 If any dispute is not resolved by mediation or other agreement within 20 working days of the dispute arising, the dispute shall be referred to arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with the Arbitration Act 1996.
- 7.4 Except for an injunctive relief, a party must follow the abovementioned procedure in clause 7 to try and resolve a dispute before commencing legal proceedings against the other.

## **8. Indemnity**

- 8.1 To the maximum extent permitted by law, OHA agrees to indemnify the Council from and against all liability, claims, demands, actions, penalties, fines, proceedings, costs, losses, expenses and damages that may be made or brought against the Council or incurred or suffered by the Council in connection with any act or omission of OHA (including, but not limited to, any negligent act or omission) in relation to this MOU.

## **9. Cost**

- 9.1 Each party shall be responsible for its own legal costs in relation to preparation and negotiation of this MOU.

## **10. Notice**

- 10.1 Any notice to be given under this MOU shall be in writing and delivered to the addresses shown below or to such other addresses either party may notify to the other in writing:

(a) **Dunedin City Council**

Attention: Owen Graham (Senior Leasing and Land Advisor – Parks and Recreation)

Email Address: [owen.graham@dcc.govt.nz](mailto:owen.graham@dcc.govt.nz)

Phone Number: 021 721 475

Address: PO Box 5045, Dunedin 9054

(b) **Otago Hockey Association (1990) Incorporated**

Attention: Andy McLean (Manager)

Email Address: [manager@oha.org.nz](mailto:manager@oha.org.nz)

Phone Number:

Address: 65 Harbour Terrace, North Dunedin, Dunedin 9016

## **11. General**

### **Binding**

- 11.1 This MOU is intended to be binding on all the parties.

### **Partial Invalidity**

- 11.2 If any provision of this MOU is or becomes invalid or unenforceable, that provision will be deemed deleted from this MOU. The invalidity or unenforceability of that provision will not affect the other provisions of this MOU, all of which remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.

### **Further assurance**

- 11.3 The parties will from time to time sign, execute, and procure all such further documents, and shall undertake all such acts, matters, and things as shall be required to effect the provisions of this MOU.

### **No Partnership or Agency**

- 11.4 Nothing in this MOU will be deemed to create a partnership in a legal sense, a joint venture or an agency between the parties. No party has any authority to bind the other or act on its behalf except to the extent expressly permitted in this MOU.

### **Amendments**

- 11.5 No amendments to this MOU will be effective unless made in writing and signed by both parties.

### **No Assignment**

- 11.6 OHA must not transfer or assign its rights, interests or obligations under this MOU without the prior written consent of the Council.

### **Waiver**

- 11.7 The failure of or delay by a party requiring performance of any obligation of another party under this MOU is not a waiver of the first party's right:

- (a) to claim damages for breach of that obligation; or
- (b) to require performance of that or any other obligation under this MOU at any time,

unless a written notice of waiver signed by the party entitled to the benefit of that obligation or right is given. For the avoidance of doubt, a waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation.

### **Governing Law**

- 11.8 This MOU shall be read and construed in accordance with New Zealand law and shall be subject to the exclusive jurisdiction of the New Zealand Courts.

## **12. Council Acting as Territorial Authority**

- 12.1 The parties acknowledge that:

- (a) the Council, in its capacity as a territorial authority, is required to carry out its statutory functions under the Building Act 2004, the Resource Management Act 1991, the Local

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Government Act 1974, and Local Government Act 2002, and other legislation in accordance with the provisions of those statutes;

- (b) the granting by the Council of any consent or approval by the Council as territorial authority under any legislation will not of itself be deemed to be a consent or approval by the Council under this MOU and vice versa;
- (c) the Council is bound by statutory obligations to exercise its powers, including discretionary powers and duties under any Act without regard to any relationship it may have with OHA under this MOU; and
- (d) the Council will not be liable to OHA or any other party if, in its regulatory capacity, the Council declines or imposes conditions on any consent or permission that OHA or any other party seeks for any purpose associated with this MOU.


### 13. Counterparts

- 13.1 This MOU may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same MOU. A party may enter into this MOU by signing a counterpart copy and sending it to the other party, including by facsimile or email.

### Execution

Signed by the **Dunedin City Council** by its authorised officer under delegated authority in the presence of:

Anna Venables  
Signature of witness  
ANNA VENABLES  
Name of witness  
EXECUTIVE ASSISTANT  
Occupation

  
Signature  
Full name **Sandy Graham**  
Chief Executive  
Position **Tumu Whakarae**



Signed for and on behalf of the Otago Hockey  
Association (1990) Incorporated by its  
authorised signatory in the presence of:

AG  
Signature of witness  
Andrew Grant McLean  
Name of witness  
General Manager  
Occupation

[Redacted Address]

T.G. Cassidy  
Signature  
TANIA GAYE CASSIDY  
Full name  
CHAIR OF THE OTAGO HOCKEY  
Position BOARD.

T.G. Cassidy  
AG

## Schedule 1 – Carpark Areas



*H. Cassidy*  
*PM*



Schedule 2 – Land



LV0055-03459

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Initials: \_\_\_\_\_

*The Comedy*

*[Signature]*

DCC Administered Area

HARBOUR SERVICES (NORTH)

 **DUNEDIN** | kaunihera  
CITY COUNCIL | a-rohe o  
Ōtepoti

### Logan Park Hockey Turf

LV0055-03459

12 of 16

Initials: \_\_\_\_\_

Ms Cassidy

## Schedule 4 – Proposed Carpark Licence

LV0055-03459

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Initials: \_\_\_\_\_

*M. Cassidy*

*[Signature]*





## LICENCE TO OCCUPY

**BETWEEN THE DUNEDIN CITY COUNCIL** ('the Licensor')  
**AND OTAGO HOCKEY ASSOCIATION (1990) INCORPORATED (478049)**  
('the Licensee')

### WHEREAS

- A. THE Licensor is empowered by Section 12 of the Local Government Act 2002 to authorise the occupation of part of Logan Park at 65 Harbour Terrace, Dunedin, being part Lot 4 Deposited Plan 487989 Computer Freehold Register 705851 outlined in red in Schedule 1 ('the said Land') for carparking.
- B. The Licensor and the Licensee have agreed that the Licensee shall receive a Licence to Occupy the said Land solely for use for carparking by staff and visitors of the Licensee and have entered into this Licence to record the terms and conditions governing the grant of that Licence.

### THIS DEED WITNESSES

- 1. Agreement to grant Licence
  - 1.1 The Licensor grants to the Licensee the licence and right to temporarily occupy 35 marked carparks on the said Land (shown within the red outlined area at Schedule 1) effective [insert date] and expiring on 31 October 2026.
- 2. Licence Fee and Review
  - 2.1 An annual Licence fee of \$22,750.00 plus GST is payable in advance in quarterly instalments on the 1<sup>st</sup> day of March, June, September and December in each year.
  - 2.2 This fee is based on a rate of \$12.50 plus GST per carpark per week.
- 3. Terms of Licence
  - 3.1 The car parks may only be used by the Licensee and its invitees, under any agreed arrangement from Monday to Friday, between the hours of 7-00am to 5-30pm.
  - 3.2 The Licensee may place discrete signage to indicate its exclusive use period, subject to prior written approval of the form of signage from the Licensor.
  - 3.3 The Licensor does not accept responsibility should general members of the public ignore associated signage.
  - 3.4 Subject to clause 7 this Licence is terminable by either party giving to the other party not less than one calendar month's notice in writing to terminate.
  - 3.5 On termination by either party, the Licensee shall make immediate arrangements to vacate the site and will remediate any damage to the said Land within the one calendar month's notice period, or as separately arranged with the Licensor.

*Handwritten signature*

4. Use and Maintenance

- 4.1 During the time period specified in clause 3.1 above, the Licensee shall ensure that the carparks are used by passenger vehicles in a manner indicated by any signage present and only for the purpose for which each carpark is designed. Each carpark must be kept in a clean and tidy condition.
- 4.2 Outside of the hours specified in clause 3.1 above, the carparks are to be available for general public use on weekdays, weekends and public holidays when the Logan Park Hockey Turf is open.
- 4.3 Where the Licensee uses the carparks on the said Land for its members, invitees and guests carparking including trailers;
  - i. the Licensee agrees the Licensor shall not be responsible for damage to or theft of property (including but not limited to bikes, cars, trailers or items located within any one of them) in the carpark area (whether such property is the Licensee's, its contractor's, or invitee's)
  - ii. the Licensee shall be responsible for enforcing any rules it sets around use of the allocated carpark area within the said Land.
- 4.4 The Licensee may sub-license up to 35 carpark spaces outlined in red in Schedule 1 for private motor vehicle parking Monday to Friday, between the hours of 7-00am to 5-30pm, subject to approval by the Licensor.
- 4.5 The Licensee will provide to the Licensor at the commencement of this Licence the proposed terms and conditions of the sub-licence and at such future times when changes to the sub-licence are made for the purposes of obtaining consent from the Licensor under clause 4.4.
- 4.6 For the avoidance of doubt, the Licensee shall not at any time increase the number of sub-licensed carparks or increase the carparking fee under the sub-licence without the prior written consent of the Licensor.
- 4.7 The Licensor may grant consent under clause 4.4 and 4.6 at its sole discretion on any terms and conditions as it sees fit which may include a review of the Licence fees payable under this Licence.
- 4.8 The Licensee, if required to do so by notice from the Licensor, shall repair/remediate any damage caused by the Licensee or its invitees to the carparking area or adjacent asphalt areas, to the satisfaction of the Licensor. If the Licensee shall not have completed the repair/remedial works by the expiry of such notice, then the Licensor (at the sole expense of the Licensee) will carry out and complete the work required.
- 4.9 No other vehicles, structures (incl. shipping containers) or other improvements are permitted on the said Land, without the prior written approval of the Licensor.
- 4.10 The Licensee will not do or suffer to be done in or upon the said Land anything that may become a nuisance or annoyance to the Licensor or to the users of other parts of Logan Park or to owners or occupiers of adjoining lands.

5. Assignment and Subletting

- 5.1 Subject to clauses 4.4 and 4.5, the Licensee shall not assign the benefit of this Licence, grant any sublease or otherwise deal in any manner with this Licence, or any part thereof without the consent of the Licensor.

*Handwritten signature*



6. Licensors use of carparking
- 6.1 Should the Licensor require the exclusive use of part or all of the said Land, the Licensor shall provide not less than one month's prior notice to the Licensee of the area required and the duration of its use.
- 6.2 Wherever possible, the Licensor will offer alternative car parking options available to the Licensee during the period of exclusive use. There may be separate daily charges associated with any options offered.
- 6.3 The Licensor will maintain the said Land as a carpark while it is required for this purpose.
7. Termination
- 7.1 If the Licensee breaches any of the conditions of this Licence then the Licence shall be terminable on one month's notice in writing given by the Licensor to the Licensee.
- 7.2 If all or any part of the said Land is required by the Licensor for recreation purposes or for any other purposes then this Licence shall be terminable on one month's notice in writing given by the Licensor to the Licensee.
- 7.3 In the event that the Licence is determined as to any part of the said Land, the Licensor shall in its discretion adjust the amount of the annual fee payable by the Licensee.
- 7.4 If this Licence is terminated by the Licensor the Licensee shall not be entitled to compensation for any improvements to the said Land but may, within such time as the Licensor shall determine, remove any improvements effected or purchased by the Licensee.
8. Risk and Indemnity
- 8.1 The Licensee shall use and occupy the said Land entirely at the Licensee's risk in every respect. The Licensor shall have no liability to the Licensee or to any other person for damages or loss suffered by the Licensee or other person in respect of the Licensee's use and occupation of the said Land.
- 8.2 The Licensor shall not be responsible for damage or theft of property (including items located within any one of them) in the carpark area, whether such property is the Licensee's or its visitors.
- 8.3 The Licensee agrees to indemnify the Licensor in respect of claims of any kind sustained or received by the Licensor arising from the Licensee's use and occupation of the said Land.
9. No Lease
- 9.1 This Licence does not create any lease, tenancy or interest in the said Land.
10. Costs
- 10.1 Each party shall bear its own costs in relation to the preparation of this Licence.
11. Special Conditions
- 11.1 The Licensee acknowledges that the said Land may be required by the Licensor for recreation purposes or for any other purposes and will not do anything on the said Land which may prevent the return of the said Land to the Licensor.

*PM*

4

12. Counterparts

12.1 This Licence to Occupy may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same Licence to Occupy. A party may enter into this Licence to Occupy by signing a counterpart copy and sending it to the other party, including by facsimile or email.

**EXECUTED** this            day of            2024

**SIGNED** on behalf of the **DUNEDIN CITY COUNCIL** by its authorised officer under delegated authority:

\_\_\_\_\_  
Chris Garside  
Asset and Commercial Manager  
Parks and Recreation Services

**SIGNED** on behalf of **OTAGO HOCKEY ASSOCIATION (1990) INCORPORATED** by its authorised signatory in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Occupation

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
Signature of Authorised Signatory

\_\_\_\_\_  
Name of Authorised Signatory

\_\_\_\_\_  
Position of Authorised Signatory

## Schedule 5 – Proposed Lease

LV0055-03459

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Initials: \_\_\_\_\_

*John Carrick*

*PM*



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**(proposed) Deed of Lease:**  
**Logan Park – Hockey Turf, Dunedin**

---

Made between

**Dunedin City Council**

-and-

**Otago Hockey Association (1990) Incorporated**



**THIS DEED** dated the XXXX day of XXXX 2024

**BETWEEN**

- (1) **Dunedin City Council** as landlord ("Council")
- (2) **Otago Hockey Association (1990) Incorporated** a registered Incorporated Society registered under number 478049 (called the "Lessee")

**BACKGROUND**

- A. The Lease is granted to the Lessee for the occupation of part of Logan Park situated at 65 Harbour Terrace, Dunedin for the purpose of clubrooms and associated facilities including lighting poles and lighting equipment for the sport of Hockey.
- B. Logan Park is land owned by Dunedin City Council and held in Record of Title 705851.
- C. The Council's authority to grant the lease is under section 12 of the Local Government Act 2002.

**WITNESSES AS FOLLOWS:**

In consideration of the covenants contained in this lease (including the payment of rent), the Council leases the Premises to the Lessee and the Lessee takes the Premises on lease at the Annual Rent, for the Term and for the Purpose upon the terms, conditions, restrictions, and covenants in this lease.

The schedules to this lease shall have the same effect as if set out in the body of this lease.

In granting this lease, the Council is exercising the powers of general competence under the Local Government Act 2002 and the powers contained in the Reserves Act 1977.

**EXECUTION**

**SIGNED** on behalf of the **DUNEDIN CITY COUNCIL** by its authorised officer under delegated authority in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Occupation

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
Chris Garside  
Asset and Commercial Manager  
Parks and Recreation Services

**SIGNED** on behalf of **OTAGO HOCKEY ASSOCIATION (1990) INCORPORATED** by  
Its authorised signatory in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Occupation

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
Signature of Authorised Signatory

\_\_\_\_\_  
Name of Authorised Signatory

\_\_\_\_\_  
Position of Authorised Signatory

Lease Otago Hockey Association (1990) Inc.- Logan Park Hockey Turf 3 of 18

Initial \_\_\_\_\_





# **SCHEDULE 1**

For the purposes of this Lease the following terms shall have the following meanings:

<b>Premises:</b>	means the land as outlined in yellow (excluding the areas outlined in red) on the attached aerial photo at Schedule 4a. being part of Logan Park located at 65 Harbour Terrace, Dunedin comprising 2,292m <sup>2</sup> more or less being part Lot 4 Deposited Plan 487989, Record of Title 705851.
<b>Ownership:</b>	the Lessee owns the pavilion building, lighting poles and lighting equipment and associated facilities on the Premises.
<b>Purpose:</b>	Clubrooms and associated facilities for the sport of Hockey.
<b>Term:</b>	[Insert term]
<b>Commencement Date:</b>	[Insert date]
<b>Rights of Renewal:</b>	Nil
<b>Renewal Dates:</b>	Nil
<b>Final Expiry Date:</b>	30 June 2035
<b>Annual Rent:</b>	\$2,324.83 plus GST as at 1 July 2024
<b>Rent Payment Dates:</b>	Half yearly in equal instalments on the first day of February and July in each year
<b>Rent Review Dates:</b>	Yearly, in line with the percentage Increase or decrease of the Dunedin City Council annual general and community rates.
<b>Total Area:</b>	2292m <sup>2</sup>
<b>Land Status:</b>	N/A
<b>Operative Provisions:</b>	Section 12 of the Local Government Act 2002.

## **Address for Service:**

<b>Council:</b>	<b>Lessee</b>
50 The Octagon, Dunedin 9016 or email <a href="mailto:par.admin@dcc.govt.nz">par.admin@dcc.govt.nz</a> with the subject line of Attention: Leasing and Land Advisor – Parks and Recreation	65 Harbour Terrace, Dunedin or email <a href="mailto:manager@oha.org.nz">manager@oha.org.nz</a>
<b>Contact Person:</b> Senior Leasing and Land Advisor – Parks and Recreation	<b>Contact Person:</b> The Manager

Lease Otago Hockey Association (1990) Inc.- Logan Park Hockey Turf 4 of 18 initial \_\_\_\_\_

**Outgoings:**

- 1 All rates, charges, levies, assessments, duties, impositions and fees from time to time payable by the Council to any local or territorial authority relating to the Premises irrespective of its ownership.
- 2 All charges for and costs relating to the supply of electricity, telephones, gas, sewage, drainage, rubbish collection and other utilities and services supplied to the Premises.
- 3 All costs incurred in complying with the requirements contained in any Compliance Schedule relating to systems and facilities provided in the building on the Premises and in obtaining an annual Warrant of Fitness for any building on or forming part of the Premises.
- 4 New Zealand Fire Service charges and all costs of maintaining and servicing fire detection and firefighting equipment.
- 5 All costs of painting, repairing, and maintaining the interior and exterior of any building on or at the Premises.
- 6 All costs of repairing and maintaining any gardens, yards, driveways, parking areas and other sealed areas at the Premises.
- 7 All costs of providing consumable supplies for toilets and other common facilities (if any).





**SCHEDULE 2**

**COVENANTS RELATING TO LAND**

**1 Rent**

- 1.1 The Lessee will pay the Annual Rent together with any Goods and Services Tax (including all replacement or subsequent tax) that may be payable to the Council without deduction in advance by equal instalments on the Rent Payment Dates.

**2 Rent Review**

- 2.1 The parties acknowledge hereto that the initial rent set out in Schedule 1 is an agreed amount as from 1 February 2025.
- 2.2 The parties agree that the Annual Rent payable for each Rent Review Date shall be determined as follows:

$$A = B \times C$$

Where:

A = the Annual Rent payable for the relevant Rent Review Date

B = the Annual Rent payable immediately before the relevant rent review date

C = the percentage increase or decrease in the general and community services rates struck by the Dunedin City Council for that rating year compared with the previous rating year

- 2.3 Until the rates are struck for the new rating year, the rent shall continue to be paid at the same rate as the previous year. When the rates are struck, an adjustment will be made for the balance of rent owing by or the refund of rent due to the Lessee.
- 2.4 If the Lessee changes the use to which any part of the Premises is put (with the prior written consent of the Council), then the Council shall have the right to review the Annual Rent having regard to the various uses to which the Premises are then put.
- 2.5 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 such basis shall be determined by arbitration pursuant to clause 19.2 of Schedule 2.

**3 Outgoings**

- 3.1 The Lessee must pay all Outgoings associated with the Premises.
- 3.2 The Lessee must promptly pay to the relevant authority or supplier all charges for utilities which are separately metered or charged to the Premises.
- 3.3 If the Lessee fails to pay any Outgoings as required under this lease, the Council shall have the right to recover from the Lessee any such unpaid Outgoings. The Lessee shall reimburse the Council for the full amount of the unpaid Outgoings upon demand together with any costs incurred by the Council as a result of the Lessee's failure to pay.

**4 Maintenance**

- 4.1 The Lessee will throughout the said term keep all buildings and improvements on the Premises, including (but not limited to) any fences and gates, in good repair, order, and condition as they were in at the Commencement Date (or where the lease is renewed, the commencement date of the initial term of the lease) and will at the end or earlier termination of the Term quietly yield up the same in the like clean order, repair and condition. The Lessee shall not be liable for fair wear and tear arising from reasonable use.

Lease Otago Hockey Association (1990) Inc.- Logan Park Hockey Turf 6 of 18 Initial \_\_\_\_\_

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- 4.2 The Lessee will keep the land clean and tidy and will keep any garden plantings and hedges trimmed and all natural grassed areas within the hockey facility mowed to the satisfaction of the Council.
- 4.3 The Lessee shall keep and maintain the storm or waste water drainage system including downpipes and guttering clear and unobstructed.
- 4.4 The Lessee shall maintain the interior and exterior of all buildings and and storage containers and shall ensure that the buildings on the Premises remain maintained to a standard that is at all times compliant with all statutory requirements in relation to all matters including but not limited to health and safety and building safety compliance.
- 4.5 The Lessee shall regularly cause all of the Lessee's rubbish and recycling to be removed from the Premises and will keep the Lessee's rubbish bins or containers in a tidy condition. The Lessee will also at the Lessee's own expense cause to be removed all trade waste boxes and other goods or rubbish not removable in the ordinary course by the local authority.
- 4.6 The Lessee acknowledges it is liable to reimburse the Council for the cost of repair, maintenance, or replacement where it is stated as an Outgoing in Schedule 1.
- 5 Notification of Defects**
- 5.1 The Lessee shall give to the Council prompt written notice of any accident to or defect in the Premises of which the Lessee may be aware and in particular in relation to any pipes or fittings used in connection with the water, electrical, gas or drainage services.
- 6 Right of Inspection and Access to Repair**
- 6.1 The Lessee will permit the Council and Council's employees, contractors and invitees at all reasonable times and on reasonable prior notice (except in the case of an emergency) to enter upon the Premises for the purpose of:
- 6.1.1 reviewing the condition and state of repair of the Premises; and
- 6.1.2 executing works pursuant to clause 6.2 and 13.6 of Schedule 2.
- 6.2 If the Lessee fails to remedy any defects within one calendar month of repair notice given by the Council to the Lessee, or if any repairs for which the Lessee is responsible require to be undertaken as a matter of urgency, then without prejudice to the Council's other rights and remedies expressed or implied, the Council may by the Council's employees or contractors with all necessary equipment and material at all reasonable times and on reasonable notice (except in the case of an emergency) enter the Premises to remedy the defects. Any moneys expended by the Council in executing the works shall be payable by the Lessee to the Council upon demand.
- 7 No Alterations or Building**
- 7.1 The Lessee will not make any alterations to any building or fences on the Premises or build any new structures or buildings or locate further storage containers on the Premises, without the prior written consent of the Council, subject to such conditions as may be set by the Council.
- 7.2 The Lessee when undertaking any "building work" to the Premises (as that term is defined in the Building Act 2004), shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates pursuant to that Act and shall provide copies of the building consents and code compliance certificates to the Council upon request.
- 8 No Liability for Building**
- 8.1 The Council has no liability to the Lessee in respect of the condition of any buildings, improvements, fences or alterations to such buildings, improvements or fences even though the Council as the territorial authority may have consented to the same under any statute or regulation in its regulatory capacity.



**9 Assignment and Subletting**

- 9.1 The Lessee will not assign this lease or sublet or part with possession of the Premises or any part thereof without the prior written consent of the Council which shall not be unreasonably withheld or delayed if the following conditions are fulfilled:
- 9.1.1 the proposed use by the sub-lessee is consistent with the reserve purpose set out in the Reserves Act 1977;
- 10.1.2 the Lessee proves to the reasonable satisfaction of the Council that the proposed assignee or sub-lessee is respectable, responsible and has the financial resources to meet the Lessee's commitments under this lease;
- 10.1.3 all rent and other moneys payable have been paid and there is not any subsisting breach of any of the Lessee's covenants; and
- 10.1.4 in the case of an assignment, a deed of covenant in customary form approved or prepared by the Council is duly executed and delivered to the Council.
- 9.2 Where the Council consents to a subletting, the consent shall extend only to the subletting and notwithstanding anything contained or implied in the sublease, the consent shall not permit any sub-lessee to deal with the sublease in any way in which the Lessee is restrained from dealing without consent.

**10 No right to Mortgage**

- 10.1 The Lessee shall not mortgage or otherwise encumber this Lease.

**11 Signage**

- 11.1 The Lessee shall not affix, paint or exhibit or permit to be affixed, painted or exhibited any name, sign, name-plate, signboard or advertisement of any description on the Premises or any improvements at the Premises, without the prior written consent of the Council, subject to such conditions as may be set by the Council. The Lessee shall remove all signage duly permitted at the end or early termination of the term and make good at the Lessee's expense any damage caused in relation to the signage.

**12 Compliance with Statutes, Regulations and Bylaws**

- 12.1 The Lessee shall comply with all statutes, regulations and by-laws relating to the Premises and the Lessee's use of it and the Lessee will not do or permit to be done any act or omission that contravenes them, or which may become a nuisance or annoyance to the Council or to users of the Councils adjoining property or to the owners or occupiers of adjoining land and buildings.
- 12.2 The Lessee shall not:
- 12.2.1 bring upon or store within the Premises nor allow to be brought upon or stored within the Premises any storage containers, machinery, goods or things of an offensive, noxious, illegal or dangerous nature, or of a weight, size or shape that is likely to cause damage to the building or any surfaced area; or
- 12.2.2 contaminate the Premises and shall undertake all works necessary to remove any contamination of the property other than contamination not caused by the Lessee or which took place prior to the Commencement Date of the lease. Contamination means any change to the physical, chemical or biological condition of the Premises by a "contaminant" as that word is defined in the Resource Management Act 1991.

**13 Health and Safety at Work Act 2015**

- 13.1 The Council and Lessee and the Lessee's contractors and subcontractors are persons conducting a business or undertaking ("PCBU"), as defined in section 17 of the Health and Safety at Work Act 2015 ("HSWA") and, must comply at all times with the HSWA and its

regulations. Nothing in this lease shall be taken to limit any of the duties owed by either party under the HSWA.

- 13.2 Where the Council and Lessee each have a duty in relation to the same matter imposed by or under the HSWA, they must, so far as is reasonably practicable, consult, cooperate and coordinate activities with each other.
- 13.3 The Lessee will ensure, so far as is reasonably practicable:
- 13.3.1 the health and safety of its workers (as defined in section 19 of the HSWA) while they are at work at the Premises;
  - 13.3.2 the health and safety of any workers whose activities in carrying out work at the Premises are influenced or directed by the Lessee; and
  - 13.3.3 that the health and safety of other persons is not put at risk from work carried out as part of this lease.
- 13.4 The Council retains the right to inspect the Premises at any time, to ensure that all safety procedures and rules are being complied with. If, in the reasonable opinion of the Council, a notifiable incident has arisen, the Council may, without notice, suspend the Lessee's access to the Premises until the risk has been minimised or eliminated, or may, if the risk cannot be satisfactorily minimised or eliminated, cancel this lease.
- 13.5 Notwithstanding any other provision of this lease, in the event of an emergency or where there is an immediate risk of injury or damage to persons or property, the Lessee must, as soon as possible after it becomes aware of the same, undertake all work and take all other steps necessary to prevent such injury or damage occurring or continuing.
- 13.6 If the Lessee fails to undertake all work and take other steps necessary under clause 13.5 of Schedule 2 within 7 days of becoming aware of the relevant risk, the Council may by the Council's employees and/or contractors undertake the work and take other steps itself. Any costs incurred by the Council in doing so shall be payable by the Lessee.

#### **14 Use of the Premises**

- 14.1 The Lessee shall not without the prior written consent of the Council use or permit the whole or any part of the Premises to be used for any use other than for the Purpose.
- 14.2 The Lessee shall not use the Premises or allow them to be used for any noisome, noxious, illegal or offensive business or activity.

#### **15 Cancellation**

- 15.1 The Council may (in addition to the Council'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 lease by re-entering the Premises at the time or at any time after that:
- 15.1.1 If the rent shall be in arrears 10 Working Days after any Rent Payment Date and the Lessee has failed to remedy that breach within 10 Working Days after service on the Lessee of a notice in accordance with section 245 of the Property Law Act 2007;
  - 15.1.2 In case of breach by the Lessee of any covenant or agreement on the Lessee's part expressed or implied in this lease (other than the covenant to pay rent) after the Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with section 246 of the Property Law Act 2007;
  - 15.1.3 If the Lessee shall make or enter into or endeavour to make or enter into any composition assignment or other arrangement with or for the benefit of the Lessee's creditors; or
  - 15.1.4 In the event of the insolvency, bankruptcy, statutory management, voluntary administration, receivership or liquidation of the Lessee.



- 15.2 The Term will terminate upon cancellation of this lease under clause 15.1 of Schedule 2, but without prejudice to the rights of either party against the other.

**16 Termination and Improvements**

- 16.1 Upon expiry or earlier termination of this lease, the following provisions shall apply unless agreed otherwise by the parties:

16.1.1 the Lessee shall at the Lessee's expense remove all or any of its buildings and improvements (including but not limited to drains and fencing) from the Premises and reinstate the Premises no later than the end or earlier termination of the lease;

16.1.2 ownership of buildings and improvements which are not removed by the end or earlier termination of the lease may at the Council's election in writing pass to the Council without compensation payable to the Lessee; and

16.1.3 If Lessee fails to remove the buildings and improvements and/or reinstate the Premises whether in whole or in part prior to the end or earlier termination of the lease, then the Council may recover from the Lessee any costs incurred by the Council in removing the building and improvements (if Council does not elect to take ownership under clause 16.1.2 of Schedule 2) and/or reinstating the Premises.

- 16.2 The Lessee may at any time before and will if required by the Council no later than the end or earlier termination of the lease remove all of the Lessee's chattels. In addition to the Lessee's obligation to reinstate the Premises pursuant to clause 16.1.1 of Schedule 2, the Lessee will make good at the Lessee's own expense all resulting damage from removal of the chattels. If the chattels are not removed by the end or earlier termination of the lease, ownership of the chattels may at the Council's election pass to the Council or the Council may remove them from the Premises and forward them to a refuse collection centre. The cost of making good resulting damage and the cost of removal of the Lessee's chattels shall be recoverable from the Lessee and the Council shall not be liable to pay any compensation nor be liable for any loss suffered by the Lessee.

**17 Holding Over**

- 17.1 If the Council permits the Lessee to remain in occupation of the Premises after the expiry or earlier termination of the Term, the Lessee will occupy the Premises pursuant to a periodic tenancy that may be terminated in accordance with section 210 of the Property Law Act 2007 and any amendment thereto. In so far as they are applicable to periodic tenancies all other matters set out herein and implied by law will continue to apply between the parties.

**18 Insurance**

- 18.1 The Lessee must at all times during the Term:

18.1.1 keep the buildings and improvements located on the Premises insured to their full insurable value in the name of the Lessee against damage and destruction by fire, flood, explosion, lightning, storm, earthquake and volcanic activity. The Council must be noted as an interested party on the insurance policy; and

18.1.2 have a minimum public liability cover of \$2,000,000.00 to indemnify the Lessee and the Council.

- 18.2 The Lessee shall provide evidence of the insurance policies required under this clause upon request by the Council.

- 18.3 The Lessee should not do anything or allow anyone to do any act or thing which will make void or voidable any policy of insurance for the Premises. Where the Lessee does so and the Council suffers any loss or damage by that, the Lessee shall compensate the Council in full for such loss or damage.

*PM*



**19 Disputes**

- 19.1 The parties shall endeavour to resolve any dispute or difference in relation to this lease or in relation to the parties' rights or obligations under this lease by agreement and if they agree by mediation.
- 19.2 If any dispute or difference is not resolved by mediation or other agreement within 30 days of the dispute or difference arising, the same shall be referred to arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with the Arbitration Act 1996 or any other statutory provision then relating to arbitration.
- 19.2 The procedure prescribed in this clause shall not prevent the Council from taking proceedings for the recovery of any rent or other monies payable under this lease which remain unpaid or from exercising the rights and remedies in the event of the default prescribed in clause 15 of Schedule 2.

**20 Essential Terms**

- 20.1 The Lessee's failure to pay the rent or any other money payable by the Lessee under this lease is a breach of an essential term of this lease. The Lessee must compensate the Council for that breach and the Council may recover damages from the Lessee for that breach. The Council's entitlement to compensation under this clause shall subsist notwithstanding termination of this lease and shall be in addition to the Council's other remedies or entitlements (including the right to terminate this lease).
- 20.2 The Council's acceptance of any arrears of rent or other money payable under this lease is not a waiver of the essential obligation to pay any other rent or money payable under this lease.

**21 Damages**

- 21.1 If any act or omission of the Lessee:
- 23.1.1 is a repudiation of this lease or of the Lessee's obligations under this lease; or
- 23.1.2 is a breach of any of the Lessee's obligations under this lease
- the Council may recover damages for the loss or damage suffered by reason of the repudiation or breach during the whole of the Term.
- 21.2 The Council's entitlement to recover damages will not be affected or limited by the termination of this lease; and is in addition to any other remedy or entitlement of the Council.
- 21.3 The Council'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 the same breach on any later occasion or any other obligations in this lease.
- 21.4 If from any cause whatsoever the Premises are destroyed or so damaged as to be untenable then the term hereby granted shall at once cease and determine.

**22 Indemnity**

- 22.1 The Lessee indemnifies the Council against all actions, proceedings, calls, claims, demands, losses, damages, costs, expenses or liabilities of any kind suffered or incurred by the Council resulting from the Lessee's act or omission, except where section 268 Property Law Act 2007 applies.
- 22.2 Where section 268 Property Law Act 2007 applies, the Council indemnifies the Lessee against the cost of carrying out any works to make good the destruction or damage if the Lessee is obliged to make good such destruction or damage, provided that:
- 22.2.1 the destruction or damage was not intentionally done or caused by the Lessee or the Lessee's agent; or



22.2.2 the destruction or damage was not the result of an act or omission by the Lessee or the Lessee's agent that:

- (a) occurred on or about the Premises or on or about the whole or any part of the land on which the Premises are situated; and
- (b) constitutes an imprisonable offence; or
- (c) any Insurance moneys that would otherwise have been payable to the Council for the destruction or damage are irrecoverable because of an act or omission of the Lessee or the Lessee's agent.

**23 Notices**

23.1 Any notice or document required or authorised to be delivered or served under this lease may be delivered or served to the Contact Person at the specified Address for Service.

**24 Council's Consent**

24.1 The Council's consent under this lease is required for each occasion even if the Council has given consent for the same or similar purpose on an earlier occasion.

**25 Costs**

25.1 The Lessee shall bear all costs associated with the negotiation and preparation of this lease and any deed recording a rent review, renewal or variation. The Lessee shall pay the Council's reasonable costs incurred in considering any request by the Lessee for the Council's consent to any matter contemplated by this lease, and the Council's legal costs of and incidental to the enforcement of the Council's rights, remedies and powers under this lease.

**26 Variation**

26.1 No amendments to this lease will be effective unless made in writing and signed by both parties.

**27 Council not acting in Regulatory Capacity**

27.1 The Lessee acknowledges that:

27.1.1 the Council, in its capacity as a territorial authority, is required to carry out its statutory functions under the Building Act 2004, the Resource Management Act 1991, the Local Government Act 1974, and Local Government Act 2002, and other legislation in accordance with the provisions of those statutes;

27.1.2 the granting by the Council of any consent or approval by the Council as territorial authority under any legislation will not of itself be deemed to be a consent or approval by the Council under this lease and vice versa;

27.1.3 the Council is bound by statutory obligations to exercise its powers, including discretionary powers and duties under any Act without regard to any relationship it may have with the Lessee under this lease; and

27.1.4 the Council will not be liable to the Lessee or any other party if, in its regulatory capacity, the Council declines or imposes conditions on any consent or permission that the Lessee or any other party seeks for any purpose associated with this lease.

**28 General Terms**

28.1 The covenants, conditions and powers implied in leases pursuant to the Property Law Act 2007 and sections 224 and 266(1)(b) of that Act shall not apply to and are excluded from this lease where allowed.

28.2 The Lessee shall have no right to freehold the land hereby leased or to a registered Memorandum of Lease. For the avoidance of doubt, the Council shall not be required to do

Lease Otago Hockey Association (1990) Inc.- Logan Park Hockey Turf 12 of 18 Initial \_\_\_\_\_

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any act or thing to enable this lease to be registered or be required to obtain the consent of any mortgagee of the land and the Lessee will not register a caveat in respect of the Lessee's interest under this lease.

- 28.3 This Lease shall be subject to the Operative Provisions.
- 28.4 No waiver or failure to act by either party in respect of any breach by the other shall operate as a waiver of another breach.
- 28.5 No warranty or representation expressed or implied has been or is made by the Council that the Premises are now suitable or will remain suitable or adequate for use by the Lessee or that any use of the Premises by the Lessee will comply with the by-laws or ordinances or other requirements of any authority having jurisdiction.
- 28.6 If any provision of this lease is or becomes invalid or unenforceable, that provision will be deemed deleted from this lease. The invalidity or unenforceability of that provision will not affect the other provisions of this lease, all of which remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.

**29 Counterparts**

- 29.1 This lease may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same lease. A party may enter into this lease by signing a counterpart copy and sending it to the other party at the specified Address for Service, including by facsimile or email.

**30 Definitions**

- 30.1 In this lease, unless the context otherwise requires:

"Logan Park Hockey Turf" means the land adjacent to the Premises on which the two artificial hockey surfaces are located and which is administered by the Council.

"Water Supply Network" means the pipes and equipment including storage tanks and water pumps and recycling equipment owned by the Lessee and located on/in the Premises which is required to ensure the watering of the two artificial hockey surfaces at the Logan Park Hockey Turf.

"Working Day" means as defined in section 4 of the Property Law Act 2007.





**SCHEDULE 3**

**1 Specific Covenants**

- 1.1 If there is any conflict between the specific covenants contained in this Schedule 3 and any other provision within this lease, the covenants in this Schedule 3 shall prevail.

**2 Development of Facilities**

- 2.1 The Council and the Lessee acknowledge that prior to the Commencement Date the Lessee was in occupation of the Premises under the Deed of Lease dated 21 September 2020 as varied by the Deed of Variation of Lease dated [insert date] ("Existing Lease").
- 2.2 The parties acknowledge that the Lessee remained in occupation of the Premises under the Existing Lease during the development of the new hockey turfs by the Council on the adjacent part of Logan Park, and that as at the date of entering into this Lease, the Lessee owns all improvements located on the Premises including the pavilion building, lighting poles and lighting equipment and associated facilities located on the Premises.

**3 Carparking**

- 3.1 Where the Lessee may use any part of the Premises for the purposes of temporary vehicle parking for members, invitees and/or guest's carparking including trailers, under any separate licence or authority to do so, the Lessee agrees:
- 3.1.1 the Council shall not be responsible for damage or theft of property (including but not limited to bikes, cars, trailer, boats, or items located within any one of them) in the carpark area (whether such property is the Lessee's, its contractor's, or invitee's).
- 3.1.2 if required to do so by notice from the Council, the Lessee shall repair/remediate any damage caused by the Lessee to the Premises or adjacent reserve, to the satisfaction of the Council. If the Lessee shall not have completed the repair/remedial works by the expiry of such notice, then the Council (at the sole expense of the Lessee) will carry out and complete the work required.

**4. Public access to Hockey Turf Facility**

- 4.1 The Lessee allow public access over the Premises to allow the public access to and use of the adjacent hockey turf facility at 65 Harbour Terrace, Dunedin without prior booking, outside of regular/scheduled hockey use – generally weekdays between 9am and 3pm or where such use will not interfere with the Lessee's own booked use.
- 4.2 The Lessee shall provide and maintain appropriate signage identifying this public right. Should a member of the public cause a nuisance on the Premises or the hockey turf facility, the Lessee shall be entitled to have any such person removed.

**5. Storage Containers**

- 5.1 The Lessee is permitted to locate two (2) storage containers (one 10 foot and one 20 foot) on the premises only in the area identified in the aerial photo in Schedule 4b.
- 5.2 These storage containers are to be painted Resene 'Karaka' and are to be kept in a clean and tidy condition and any graffiti on them is to be removed as soon as practically possible.
- 5.3 The storage containers may not be used for commercial signage or promotion other than discrete acknowledgement of the container provider where appropriate.

**6. Lighting Poles and Fixtures**

- 6.1 It is acknowledged that the Lessee is the owner of the lights and poles located on the Premises and the adjacent Logan Park Hockey Turf administered by the Council, as indicated by the red circles on the aerial photo at Schedule 4c. All and any associated engineering or electrical works, adjustments or safety inspections on these lights and poles is solely the

*24*

responsibility of the Lessee to repair, maintain and ensure the lights, pole structures and associated electrical works are safe for the public use of the Logan Park Hockey Turf.

- 6.2 The Lessee is solely responsible for meeting all costs and charges for electricity associated with the operation of the lights shown by red circles on the aerial photo at Schedule 4c.
- 6.2 The Lessee will undertake annual maintenance inspections to ensure the lights, poles and associated electrical works are suitable, safe and compliant for use.
- 6.3 Subject to clause 6.4 of Schedule 3, the Council will not accept any liability for damage to the lights, poles and associated electrical works during work undertaken by Council contractors and will not reimburse or pay for any costs associated with repair or replacement of these.
- 6.4 Clause 6.3 of Schedule 3 shall not apply where the Council has failed to take reasonable care when from time to time it may undertake works associated with the Logan Park Hockey Turf or neighbouring sport fields.

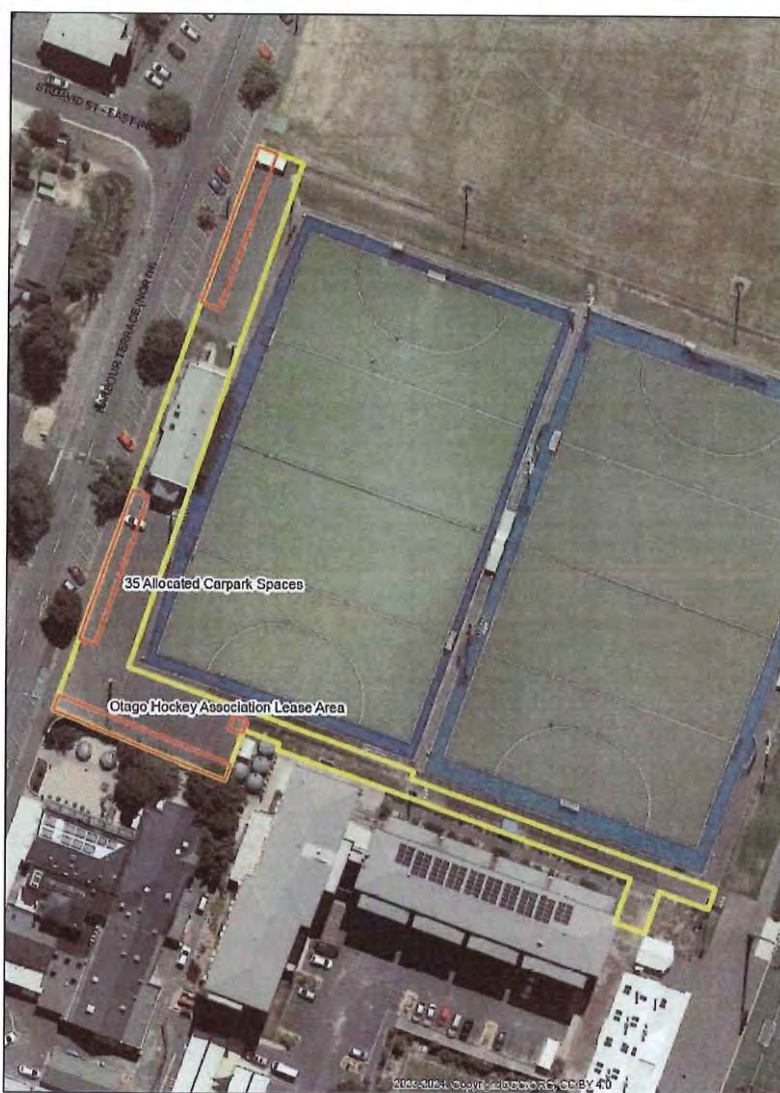
**7. Water Tanks and Services**

- 7.1 The Lessee acknowledges that ownership of the water supply network, including the water storage tanks and pumping/recycling system, and associated pipes and electrical cabling (**Water System**) and the shed within the Premises shall transfer to the Council at the commencement of this lease.
- 7.2 Within three (3) months of the commencement date, or such other date as is agreed by the Parties, the Lessee shall arrange for a condition assessment of the Water System by a suitably qualified person to ensure these assets have at least a minimum life expectancy of five (5) years from the date of this Lease.
- 7.3 The Lessee undertakes that subject to the outcome of the condition assessment referred to in clause 7.2 of Schedule 3, the Lessee shall undertake all or any repairs or maintenance or replacement of equipment to ensure a minimum five (5) year life expectancy of the Water System from the date of this Lease. On satisfaction of this requirement, all subsequent Water System repairs and maintenance on the Premises are solely the responsibility of the Council to ensure the Water System remains operational for the public use of the Logan Park Hockey Turf.

**SCHEDULE 4a**

**MAP OF OCCUPATION**

Otago Hockey Assn. Inc. approx. leased area shown outlined in yellow (excluding the areas outlined in red) on aerial photo below.

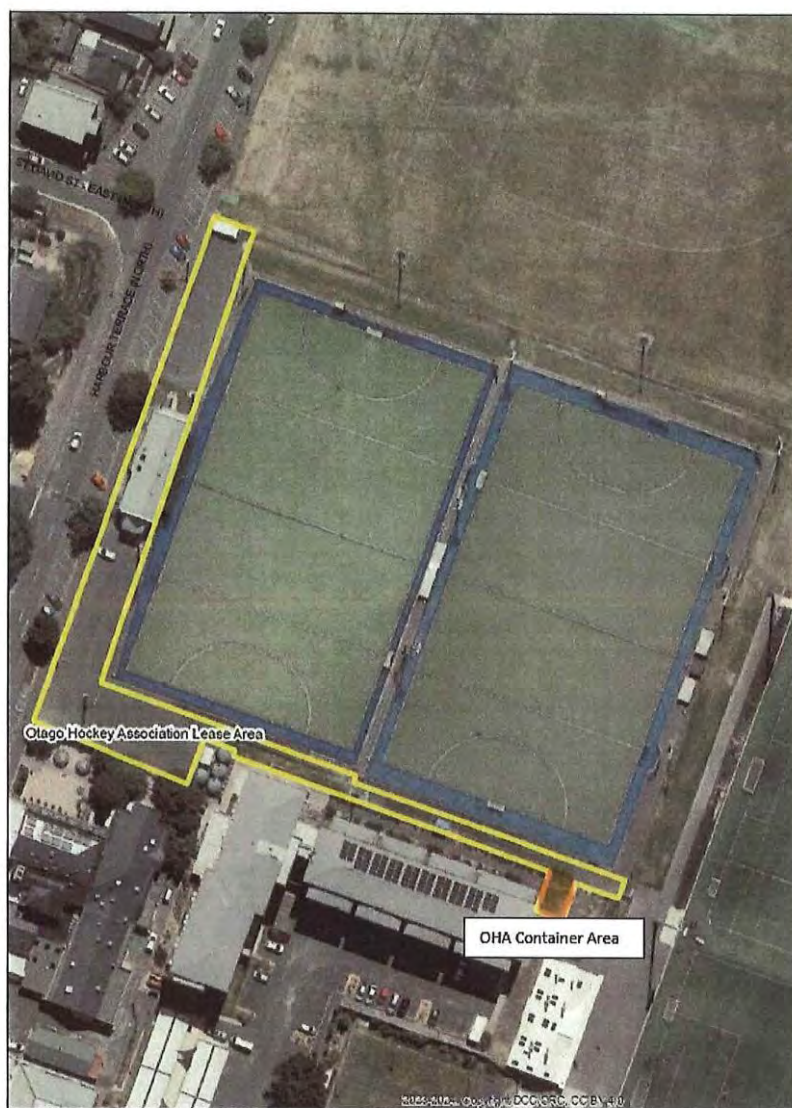


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**SCHEDULE 4b**

Otago Hockey Assn. Inc. Storage Container area at Logan Park Hockey Turf  
(one 10 foot and one 20 foot to be painted 'Karaka')



*My*

**SCHEDULE 4c**

12 lighting towers and fixtures owned by Otago Hockey Assn. Inc. shown with red circles.



*Handwritten signature*



## Schedule 6 – Proposed Licence - Hockey Turfs

LV0055-03459

15 of 16

Initials: \_\_\_\_\_

*Mr. Cassidy*  
*99*

## Licence to Occupy – Logan Park Hockey Turfs

Dunedin City Council

Otago Hockey Association (1990) Incorporated

Date:

## Parties

- (1) Dunedin City Council, a local authority under the Local Government Act 2002 (**Council**)
- (2) Otago Hockey Association (1990) Incorporated (Incorporation Number: 478049) (**Licensee**)

## Background

- A. The Council is the registered owner of the Land.
- B. The Council has agreed to grant this Licence to the Licensee for the purpose of managing the artificial hockey turfs on the Land on the terms and conditions set out in this Licence.

## Licence

### 1. Definitions and Interpretation

1.1 **Definitions:** in this Licence, unless the context otherwise requires:

<b>Commencement Date</b>	[insert date]
<b>Council</b>	means the Dunedin City Council and includes its: <ol style="list-style-type: none"><li>(a) successor and assigns; and</li><li>(b) workman, contractors, professional advisors or employees authorized by the Dunedin City Council.</li></ol>
<b>Land</b>	means part of Logan Park at 65 Harbour Terrace, Dunedin contained in Record of Title 705851 outlined in yellow on the plan attached as Schedule 1.
<b>Licence</b>	means this licence and includes all annexed schedules.
<b>Worker</b>	means as defined in section 19 of the Health and Safety at Work Act 2015.
<b>Working Day</b>	means any date of the week other than: <ol style="list-style-type: none"><li>(a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Matariki, Labour Day and Otago Anniversary Day;</li></ol>

- (b) if Waitangi Day or Anzac Day falls on a Saturday or a Sunday, the following Monday; and
- (c) a day in the period commencing with 20 December in any year and ending with 10 January in the following year, both days inclusive.

**1.2 Interpretation:** in this Licence, unless the context otherwise requires:

- (a) **Defined Expressions:** Expressions defined in the main body of this Licence have the defined meaning in the whole of this Licence, including the background.
- (b) **Document:** Reference to any document includes reference to that document as amended, novated, supplemented, or replaced from time to time.
- (c) **Currency:** References to money will be New Zealand currency, unless specified otherwise.
- (d) **Headings:** Section, clause and other headings are for ease of reference only, and do not form any part of the context or affect this Licence's interpretation.
- (e) **Gender:** Words importing any gender include all other genders.
- (f) **Joint and Several Liability:** Where obligations bind more than one person those obligations shall bind those persons jointly and severally.
- (g) **Negative Obligations:** Any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done.
- (h) **Parties:** References to parties are references to parties to this Licence and includes:
  - (i) that party's executors, administrators, or permitted assigns; or
  - (ii) if a company, limited partnership, or any other body corporate, its successors or permitted assigns or both.
- (i) **Persons:** References to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities, in each case whether or not having separate legal personality.
- (j) **Plural and Singular:** Words importing the singular number include the plural and vice versa.
- (k) **Sections, Clauses and Schedules:** References to sections, clauses and schedules are references to this Licence's sections, clauses and schedules.
- (l) **Statutes and Regulations:** References to any statutory provision include any statutory provision which amends or replaces it, and any subordinate legislation made under it.

**2. Grant of Licence**

- 2.1** The Council grants to the Licensee, and the Licensee accepts, a licence for use of the Land on the terms and conditions set out in this Licence.

### **3. Permitted Use**

- 3.1 The Council authorises the Licensee to occupy the Land solely for managing and using the artificial hockey turfs on the Land (**Permitted Use**).
- 3.2 If at any time the Council is of the opinion that the Land is not being used for the **Permitted Use** pursuant to clauses 3.1 of this Licence, then the Council may cancel this Licence on one (1) month's written notice to the Licensee. Prior to cancelling the Licence, the Licensee shall have the opportunity of explaining the usage of the Land to the Council so that the Council can make an informed decision as to the cancellation or continuation of the Licence.
- 3.3 The Licensee shall be solely responsible to make its own independent enquiries regarding the suitability of the Land for the **Permitted Use** pursuant to this Licence.
- 3.4 The Licensee acknowledges that the Council has made no representation as to the suitability of the Land for any purpose.

### **4. Ownership**

- 4.1 The Council owns the following on or under the Land:
- (a) two artificial hockey turfs including the foundation and inground water pipelines and drainage;
  - (b) water system including water tanks, pumps and recycling plant and associated equipment, pipelines and sprinkler guns (**Water System**) and the associated shed;
  - (c) in-ground electricity and communications cabling;
  - (d) hockey goals;
  - (e) player dugouts; and
  - (f) low wire mesh fence surrounding the two artificial hockey turfs and the higher end fences behind the four main goals.
- 4.2 The Licensee owns the following on the Land:
- (a) light and lighting poles circled in red in the plan attached as Schedule 2 (**Lights**); and
  - (b) scoreboards.

### **5. Term**

- 5.1 The Licence is for a term from the Commencement Date until 30 June 2035.

### **6. Use of the Artificial Hockey Turfs**

- 6.1 The Council grants the Licensee a right to use the artificial hockey turfs on the Land during the in-season (1 March to 30 September).
- 6.2 If the Licensee wish to use the artificial hockey turfs during the out-of-season (1 October to 28 February), the Licensee must make a booking using the Council's facility booking system.
- 6.3 The Licensee will allow the public to use the artificial hockey turfs during the out-of-season (1 October to 28 February) either casually or by making bookings using the Council's facility booking system.



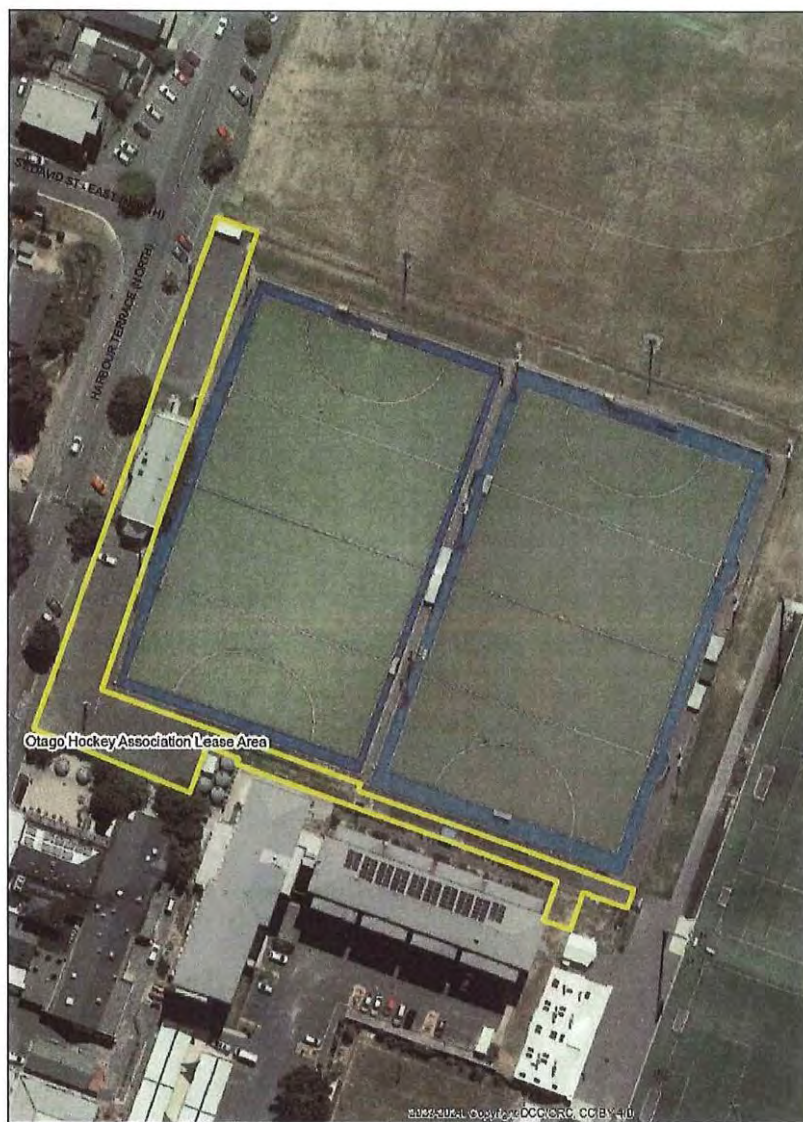
## Schedule A

- Item 1**      **Date and Description of Deed of Lease:**  
Deed of Lease dated 21 September 2020  
**as varied, renewed and/or extended by:**  
Nil
- Item 2**      **Premises:**  
part Logan Park at 65 Harbour Terrace, Dunedin comprising in total 16,464m<sup>2</sup> more or less being part Lot 4 Deposited Plan 487989. Record of Title 705851.
- Item 3**      **Expiry Date of Current Term:**  
30 June 2035

Otago Hockey Assn. Logan Park Lease variation

Initials: \_\_\_\_\_

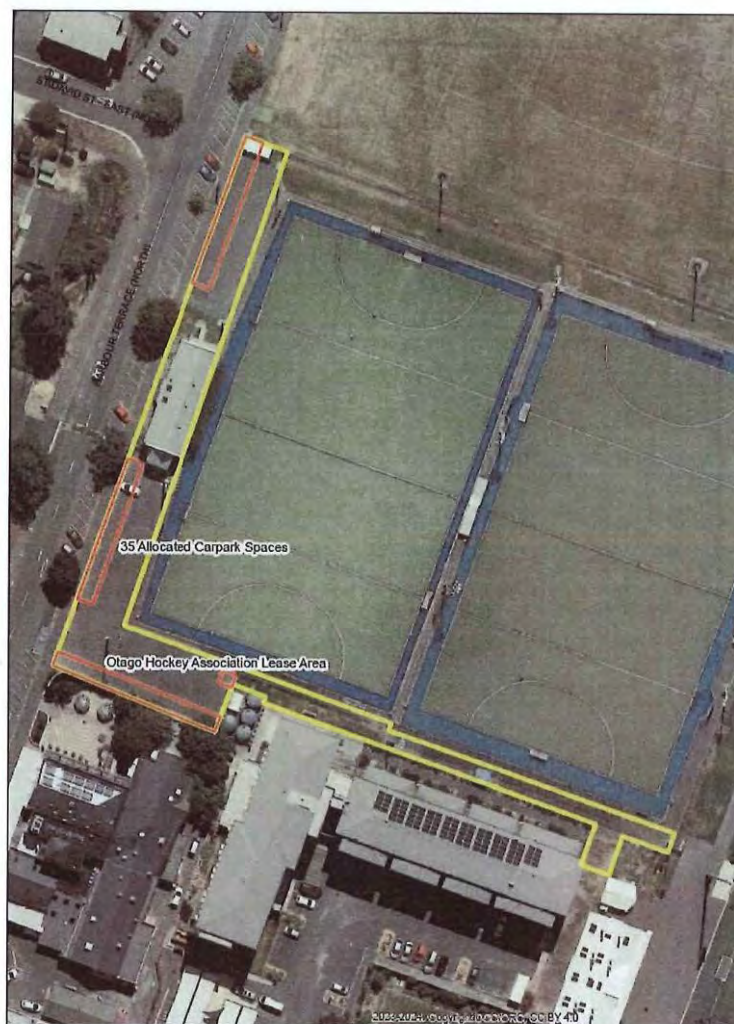
## Schedule B



## Schedule C

## CARPARK AREAS

Carpark areas outlined in red



Logan Park Hockey Turf

Otago Hockey Assn. Logan Park Lease variation

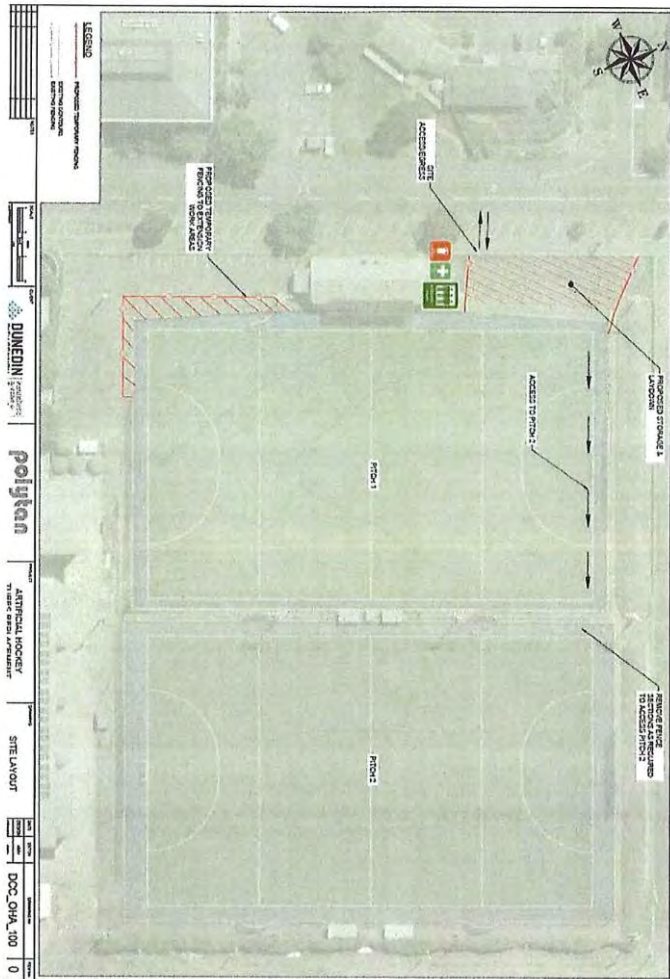
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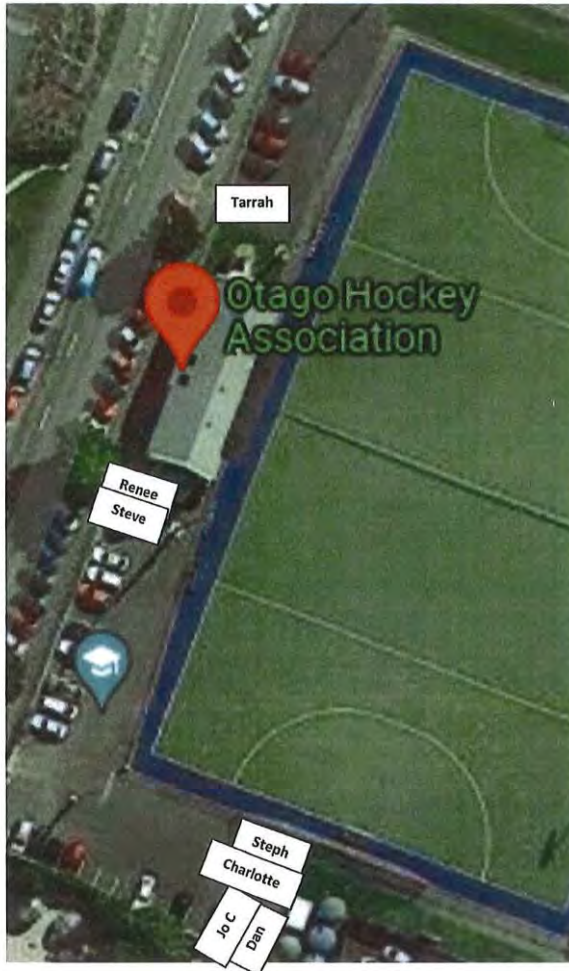
## Schedule D

### ACCESS FOR WORKS

Areas needed for the Works hatched in red



### Car Parking for U15's Week



**Tarrah – Park 0** behind the gate in gravel carpark. Hard against the open gate.

**Renee – Park 30** - Hard against the pavilion by the skip.

**Steve – Park 29** – By the pavilion beside Renee

**Dan – Park 15** – Hard against the water tank nosed into the fence

**Jo C – Park 14** – Beside Dan nosed into the fence down by the water tank.

**Steph – Park 17** – straight ahead driving towards Turf 2 – Andy's park.

**Charlotte – Park 16** – straight ahead, nosed in towards the white pump shed. Hymie's park.

Anyone else – see Mark or Andy on Monday morning, or message me early.

Please leave your vehicle keys in the office if possible.



**Schedule 1.**

Aerial photo of Otago Hockey Assn. Inc. leased area (yellow outline) being part of Logan Park and 35 marked carpark spaces (outlined in red) allocated to OHA.



- 6.4 The Licensee will ensure public use of the artificial hockey turfs without prior booking outside of regular/scheduled hockey use in-season (generally weekdays between 9am and 3pm) or where such use will not interfere with any other booked use.

## **7. Licence Fee**

- 7.1 During the term of this Licence, the Licensee will pay to the Council the following fee for its use of the artificial hockey turfs:

- (a) For the 2025 hockey in-season (1 March 2025 to 30 September 2025), the fee will be in accordance with the sportsground fees and charges set by the elected Council for the 2025/2026 rating year in the Long Term Plan 2025-2034. The Licensee will be invoiced retrospectively for its use of the artificial hockey turfs during the 2025 hockey in-season once the sportsground fees and charges have been set for the 2025/2026 rating year. The Council will issue the invoice for the fee near or after the end of the 2025 hockey in-season.
- (b) For the 2026 hockey in-season onwards (1 March to 30 September every year), the fee will be in accordance with the sportsground fees and charges set by the elected Council in the Long Term Plan or the Annual Plan in the previous year. For example, for the 2026 hockey in-season (1 March 2026 to 30 September 2026), the fee will be in accordance with the sportsground fees and charges set by the elected Council for the 2025/2026 rating year in the Long Term Plan 2025-2034. The Council will issue the invoice for the fee near or after the end of the hockey in-season every year.
- (c) For the out-of-season (1 October to 28 February), the fee will be based on an hourly rate or daily rate in the sportsground fees and charges set by the elected Council in the Long Term Plan or the Annual Plan. The Licensee will pay the fee when making a booking using the Council's facility booking system.

- 7.2 The Licensee acknowledges that

- (a) the elected Council is entitled to set the sportsground fees and charges in the Long Term Plan and the Annual Plan at its sole and absolute discretion and without giving any reason; and
- (b) the fee payable under this Licence could be substantially higher than the rent the Licensee was paying for occupation of part Logan Park at 65 Harbour Terrace under previous lease arrangements with the Council.

## **8. Outgoings**

- 8.1 The Licensee will pay the following outgoings in relation to the Land:

- (a) charges for gas, electricity, telecommunications and other utilities or services supplied to the Land including line charges (**Utility Services**);
- (b) where any of the Utility Services are not separately metered the Council will estimate the charges on the previous year's usage (if applicable) and charge equal monthly amounts to the Licensee;
- (c) all costs of rubbish collection and recycling charges;
- (d) permits, consents and certificates required for activities within the Land;
- (e) the costs of repairs for damage generally caused by any act of the Licensee, its employees, contractors, agents or invitees, or any act of the public including burglary or attempted burglary;

- (f) insurance premiums for its assets and activities held on site;
- (g) all electrical and drain maintenance costs;

8.2 The Council will pay the following outgoings in relation to the Land:

- (a) rates or levies payable to any local or territorial authority (including water rates).

## **9. Licensee's Obligations**

9.1 The Licensee shall:

- (a) not later than three (3) months after the date of this Licence, arrange for the Water System, as far as is practicable, to be inspected and its condition assessed to determine the condition and life expectancy of the Water System. Should the condition assessment of the Water System be found to have less than a five (5) year life expectancy from the date of this Licence, then the Licensee shall be required to undertake at its own costs any repairs, maintenance or replacement to ensure a minimum five (5) year life expectancy of the Water System from the date of this Licence.
- (b) not carry out any building work or make any alterations to the Land without the written consent of the Council, (which consent maybe granted or refused at the sole discretion of the Council);
- (c) keep the Land clean and tidy;
- (d) not attach or place any new signs or advertisements on the Land or any structure or improvement erected on the Land without the written consent of the Council (which consent maybe granted or refused at the sole discretion of the Council);
- (e) make good any damage to the Land and any of the Council's assets listed in clause 4.1 caused by negligence or wilful misconduct of the Licensee or the Licensee's contractors and invitees.
- (f) in relation to the Land be solely responsible for:
  - (i) watering the artificial hockey turfs;
  - (ii) the costs of grass and hedge cutting and gardening; and
  - (iii) any minor repairs to the artificial hockey turfs as approved by the Council.
- (g) comply with:
  - (i) all applicable laws (including statutes, ordinances, regulations and by-laws); and
  - (ii) all consents, conditions and requirements of any local government or other authority having jurisdiction or authority over or in respect of the Land or its use;
- (h) not do or permit to be done any act or omission which in the sole opinion of the Council may become a nuisance or annoyance to the Council or to the owners or occupiers of the land in the neighbouring vicinity;
- (i) not engage in any objectionable behaviour (to be determined at the sole discretion of the Council); and
- (j) not assign the benefit of this Licence, grant any sublicence or otherwise deal in any manner with this Licence.

## **10. Lights**

10.1 The parties acknowledge that the Licensee will:

- (a) repair, maintain and ensure the Lights and associated electrical works are safe for the public use of the Land; and
- (b) carry out all and any associated engineering or electrical works, adjustments or safety inspections on the Lights.

10.2 Subject to clause 10.3, the Council will not accept any liability for damage to the Lights and associated electrical works during work undertaken by Council's contractors and will not reimburse or pay for any costs associated with repair or replacement of these.

10.3 Clause 10.2 shall not apply where the Council has failed to take reasonable care when from time to time it may undertake works associated with the Land or neighbouring sport fields.

## **11. Health and Safety**

11.1 The Council and the Licensee are PCBU's, as defined in section 17 of the Health and Safety at Work Act 2015 (HSWA) and must comply at all times with the HSWA and its regulations. Nothing in this Licence shall be taken to limit any of the duties owed by either party under the HSWA.

11.2 Where the Council and the Licensee each have a duty in relation to the same matter imposed by or under the HSWA, they must, so far as is reasonably practicable, consult, cooperate and coordinate activities with each other.

11.3 The Licensee will ensure, so far as is reasonably practicable:

- (a) the health and safety of its Workers while they are at work on the Land;
- (b) the health and safety of any Workers whose activities in carrying out work on the Land are influenced or directed by the Licensee; and
- (c) that the health and safety of other persons is not put at risk from work carried out as part of this Licence.

11.4 The Licensee shall ensure that any Workers under its control on the Land during the term of this Licence comply at all times with:

- (a) the Licensee's (and where applicable the Council's) policies and procedures regarding health and safety on the Land, including but not limited to evacuation procedures, maximum number of persons on the Land or part of the Land; and
- (b) any applicable safety programme.

11.5 The Council retains the right to inspect the Land at any time, to ensure that all safety procedures and rules are being complied with. If, in the reasonable opinion of the Council, a notifiable incident has arisen, the Council may, without notice, suspend the Licensee's access to the Land until the risk has been minimised or eliminated, or may, if the risk cannot be satisfactorily minimised or eliminated, cancel this Licence.

11.6 Notwithstanding any other provision of this Licence, in the event of an emergency or where there is an immediate risk of injury or damage to persons or property, the Licensee must, as soon as possible after it becomes aware of the same, undertake all work and take all other steps necessary to prevent such injury or damage occurring or continuing.



- 11.7 If the Licensee fails to undertake all work and take other steps necessary under clause 11.6 within a reasonable period, the Council may by the Council's employees and/or contractors undertake the work and take other steps itself. Any costs incurred by the Council in doing so shall be payable by the Licensee.

## **12. Right of Inspection and Access to Repair**

- 12.1 The Licensee must immediately bring to the Council's attention any damage, breakage or defect in relation to the Land or services to the Land.
- 12.2 The Licensee will permit the Council or its agent to enter the Land, at reasonable times and on reasonable notice (except where urgent repairs are required for the Land or to remedy a potential health and safety issue) to review the condition of the Land and make good any defects and initiate the appropriate repairs.

## **13. Indemnity**

- 13.1 The Licensee shall use and occupy the Land entirely at the Licensee's risk in every respect. The Council shall have no liability to the Licensee or to any other person for damages or loss suffered by the Licensee or other persons in respect of the Licensee's use and occupation of the Land.
- 13.2 To the maximum extent permitted by law, the Licensee agrees to indemnify the Council from and against all liability, claims, demands, actions, penalties, fines, proceedings, costs, losses, expenses and damages that may be made or brought against the Council or incurred or suffered by the Council arising from the Licensee's use and occupation of the Land.
- 13.3 Should it be transpired in future that the Council has no legal right to grant this Licence or that this Licence or the Council's interest is not within the terms of the Local Government Act 2002 or other legislation, this Licence shall immediately terminate and neither party shall have any claim against the other party arising from or in connection with such termination.

## **14. Insurance**

- 14.1 The Licensee shall keep and maintain an insurance with a minimum public liability cover of \$2,000,000.00 to indemnify the Licensee and the Council.
- 14.2 Upon request, the Licensee will provide evidence of such insurances as outlined in subclause 14.1 to the Council.
- 14.3 The Licensee shall not carry on or allow upon the Land any trade, occupation or activity which would void any insurance policy on the Land.
- 14.4 Should the Licensee render any insurance void or voidable, and the Council has suffered loss or damage to the Land, the Licensee shall be liable to compensate the Council for such loss or damage.

## **15. Remedies on Default**

- 15.1 The Council may cancel this Licence (in addition to the Council's right to apply to the Court for an order for possession) by re-entering the Land at the time or any time afterwards if:
- (a) 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;
  - (b) the Licensee fails to perform or observe any of the Licensee's obligations under this Licence (other than the covenant to pay the Licence Fee) and 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;

- (c) the Licensee is insolvent, bankrupt, in liquidation, goes into statutory management, voluntary administration or receivership;
- (d) execution is levied against any of the Licensee's assets or a compromise is entered into with the Licensee's creditors; and
- (e) the Licensee assigns or attempts to assign this Licence, or sub-licences or attempts to sub-licence all or any of the rights under this Licence.

15.2 If the Council cancels this Licence under clause 15.1, then:

- (a) the Licensee will be treated as having breached an essential term of this Licence;
- (b) the Licensee must compensate the Council for the Council's losses which arise as a result of cancellation following the Licensee's breach;
- (c) the Council may recover damages for that breach; and
- (d) the party's respective rights and obligations under this Licence will cease from the date of cancellation, but without prejudice to the any rights which have accrued up to the date of cancellation.

## **16. Termination**

16.1 The Council, may in writing terminate or suspend this Licence where:

- (a) the Council, reasonably believes the continued use of the Land will cause increasing or irreparable damage and deterioration to the Land;
- (b) the Land or any part of it is destroyed or damaged so that the Licensee cannot access the Land or any part of it;
- (c) the Council would be required to expend money on any remedial works, alteration or maintenance on the Land that in the Council's sole judgment would be an unreasonable amount;
- (d) the Licensee has knowingly provided false information to the Council.

16.2 If this Licence is terminated:

- (a) the Licensee forfeits all rights and entitlements to the operation and control of the Land;
- (b) the Licensee must deliver up and vacate the Land in good order as required under this Licence;
- (c) all improvements to the Land completed by the Licensee (except the Licensee's assets listed in clause 4.2) remain with the Land, with ownership reverting to the Council. The Council is not obligated to compensate the Licensee for such improvements; and
- (d) any termination of this Licence will be without prejudice to the rights of either party arising prior to termination.

## **17. Early Termination**

17.1 At any time following the Commencement Date, the Council or Licensee may terminate this Licence by providing to the other party 30 days' written notice advising that the Licence is to be terminated.

17.2 The Licensee is required to give up vacant possession of the Land and ensure that:

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Initials: \_\_\_\_\_

- (a) its equipment and assets are removed off the Land in accordance by the date of termination of this Licence; and
  - (b) the Land are left in a clean and tidy condition free of any rubbish and debris.
- 17.3 Upon termination of this Licence, the Licensee must ensure that the payment of rent is current without outstanding arrears, and it has complied with its obligations up to the date of termination of this Licence.
- 17.4 The Licensee shall not be entitled to any compensation or damages arising from the termination of this Licence pursuant to this clause.

## **18. Disputes**

- 18.1 The Council and Licensee agree that in relation to any dispute or difference arising from the terms of this Licence, the parties will act in good faith to first resolve the dispute or difference by way of agreement between themselves.
- 18.2 If the difference or dispute is not settled by agreement within twenty (20) Working Days of one party giving to the other party notice of the dispute, then the parties will initiate a mediation process.
- 18.3 If the parties do not agree to mediation or if the dispute or difference is not resolved by mediation, then the matter in question shall be resolved by a single arbitrator to be agreed by the parties. If an arbitrator cannot be agreed upon, then upon request of the Council or Licensee an arbitrator will be appointed by the president or vice president of the New Zealand Law Society.
- 18.4 Until such time as the dispute or difference is settled by way of agreement, mediation or arbitration, the parties shall perform their respective obligations pursuant to this Licence.

## **19. Variation**

- 19.1 No amendments to this Licence will be effective unless made in writing and signed by both parties.

## **20. Licensee's Fixtures and Chattels**

- 20.1 Prior to the expiry or upon the cancellation and termination of the Licence, the Licensee may remove from the Land some or all of its chattels which it has upon the Land. Any resulting damage to the Land will be made good at the Licensee's expense. Any such chattels that are not removed pursuant to this clause shall revert to the ownership of the Council without compensation payable to the Licensee.
- 20.2 For the avoidance of doubt, upon cancellation, termination or the expiry of the Licence, all the Licensee's improvements to the Land (except for the Licensee's assets listed in clause 4.2) remain with the Land, with ownership reverting to the Council. The Council is not obligated to compensate the Licensee for such improvements.

## **21. Notices**

- 21.1 Any notices to be given under this Licence shall be in writing and delivered to the addresses shown below or to such other addresses either party may notify to the other in writing:

(a) **Council**

Name: Dunedin City Council

Attention: Owen Graham (Senior Leasing and Land Advisor – Parks and Recreation)



Address: 50 The Octagon, Dunedin 9016

Email address: [par.admin@dcc.govt.nz](mailto:par.admin@dcc.govt.nz)

(b) **Licensee**

Name: Otago Hockey Association (1990) Incorporated

Attention: Andy McLean

Address: 65 Harbour Terrace, Dunedin North, Dunedin 9016

Email address: [manager@oha.org.nz](mailto:manager@oha.org.nz)

**22. No Lease**

- 22.1 This Licence does not create any lease, tenancy or interest in the Land. The Licensee accepts and acknowledges that it has no right to lodge a caveat against the Land to protect its rights and interests pursuant to this Licence.

**23. Regulatory Capacity**

- 23.1 The Licensee acknowledge that:

- (a) the Council, in its capacity as a territorial authority, is required to carry out its statutory functions under the Building Act 2004, the Resource Management Act 1991, the Local Government Act 1974, and Local Government Act 2002, and other legislation in accordance with the provisions of those statutes;
- (b) the Council does not enter into this Licence in its regulatory capacity, and nothing in this Licence shall bind the Council in its regulatory capacity;
- (c) the granting by the Council of any consent or approval by the Council as territorial authority under any legislation will not of itself be deemed to be a consent or approval by the Council under this Licence and vice versa;
- (d) the Council is bound by statutory obligations to exercise its powers, including discretionary powers and duties under any Act without regard to any relationship it may have with the Licensee under this Licence; and
- (e) the Council will not be liable to the Licensee or any other party if, in its regulatory capacity, the Council declines or imposes conditions on any consent or permission that the Licensee or any other party seeks for any purpose associated with this Licence.

- 23.2 For the purposes of clause 23.1, "regulatory capacity" means any duties and obligations and powers incumbent upon the Council as a "territorial authority" (as defined in Section 5(1) of the Local Government Act 2002) or any other capacity under any statutory or regulatory provision under the laws of New Zealand.

**24. Miscellaneous**

**Partial Invalidity**

- 24.1 If any provision of this Licence is or becomes invalid or unenforceable, that provision will be deemed deleted from this Licence. The invalidity or unenforceability of that provision will not affect the other provisions of this Licence, all of which remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.



**Further assurance**

- 24.2 The parties will from time to time sign, execute, and procure all such further documents, and shall undertake all such acts, matters, and things as shall be required to effect the provisions of this Licence.

**No Partnership or Agency**

- 24.3 Nothing in this Licence will be deemed to create a partnership in a legal sense, a joint venture or an agency between the parties. No party has any authority to bind the other or act on its behalf except to the extent expressly permitted to in this Licence.

**Waiver**

- 24.4 The failure of or delay by a party requiring performance of any obligation of another party under this Licence is not a waiver of the first party's right:

- (a) to claim damages for breach of that obligation; and
- (b) to require performance of that or any other obligation under this Licence at any time,

unless a written notice of waiver signed by the party entitled to the benefit of that obligation or right is given. For the avoidance of doubt, a waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation.

**25. Counterparts**

- 25.1 This Licence may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same Licence, and a party may enter into this Licence by signing a counterpart copy and sending it to the other party, including by facsimile or email.

**Execution**

Signed by the **Dunedin City Council** by its  
authorised officer under delegated authority:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Position

Signed for and on behalf of the **Otago Hockey Association (1990) Incorporated** as Licensee  
by its authorised signatory in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

Draft

## Schedule 1 - Plan



## Schedule 2 – Lighting Poles





## Deed of Variation of Lease

Dunedin City Council

Otago Hockey Association (1990) Incorporated

Date:

## Parties

- (1) Dunedin City Council (**Council**)
- (2) Otago Hockey Association (1990) Incorporated (Incorporation Number: 478049) (**Lessee**)

## Background

- A. By Deed of Lease described in Item 1 of Schedule A (**Lease**) the Council leased the premises described in Item 2 of Schedule A (**Premises**) to the Lessee upon the terms and conditions contained in the Lease.
- B. The current term of the Lease is due to expire on the expiry date referred to in Item 3 of Schedule A.
- C. The parties have agreed to vary the terms of the Lease in the manner set out in this Deed.

## This Deed records

### 1. Interpretation

- 1.1 In this Deed unless the context otherwise requires:
  - (a) this Deed is supplemental to the Lease and expressions and definitions used in this Deed have the same meaning given to them in the Lease;
  - (b) any reference to any of the parties includes that party's executors, administrators or permitted assigns, or if a company, its successors or permitted assigns or both;
  - (c) where obligations bind more than one person those obligations shall bind those persons jointly and severally.

### 2. Variation

- 2.1 The terms of the Lease are varied as follows with effect from 1 November 2024:
  - (a) The definition of "Premises" in Schedule 1 of the Lease is deleted and replaced with:  
"means the land outlined in yellow in the photograph attached in Schedule 4 being situated on part Logan Park at 65 Harbour Terrace, comprising in total 2,292m<sup>2</sup> more or less being part Lot 4 Deposited Plan 486989 Record of Title 705851"
  - (b) The definition of "Annual Rent" in Schedule 1 of the Lease is deleted and replaced with "\$2,324.83 plus GST". For the avoidance of doubt, the quarterly rent payable from 1 November 2024 shall be \$581.21 plus GST.

Otago Hockey Assn. Logan Park Lease variation

Initials: \_\_\_\_\_

- (c) New clause 3 in Schedule 3 of the Lease is added as follows:

**"3. Carparks**

- 3.1 The Lessee may sub-let up to 35 carpark spaces outlined in red in the plan attached in Schedule 5 for private motor vehicle parking Monday to Friday, between the hours of 7:00am to 5:30pm.
- 3.2 The Lessee shall not at any time increase the number of sub-let carparks without the prior written consent of the Council.
- 3.3 The Lessee shall not increase the carparking fee under the sub-lease without the prior written consent of the Council.
- 3.4 The Lessee will provide to the Council the proposed terms and conditions of the sub-lease when submitting a request for consent under clause 3.2 and/or 3.3 of Schedule 3.
- 3.5 The Council may grant consent under clauses 3.2 and 3.3 of Schedule 3 at its sole discretion on any terms and conditions as it sees fit."

- (d) New clause 4 in Schedule 3 of the Lease is added as follows:

**"4. Access for Works**

- 4.1 The parties acknowledge that the Council and/or its contractors will be removing the existing artificial hockey turfs adjacent to the Premises, installing two new artificial hockey turfs, fencing, drainage and carrying out all associated works (Works).
- 4.2 The Lessee shall allow the Council and its contractors access over areas hatched in red in the plan attached in Schedule 6 of the Lease while the Works are being undertaken.
- 4.3 The Lessee shall be solely responsible for managing its sub-let carparking arrangements (as consented by the Council under clause 3 of Schedule 3) in the areas hatched red in the plan and shall not be entitled to seek any compensation for loss of income from the Council for the duration of the Works."

- (e) The "Map of Occupation" in Schedule 4 of the Lease is deleted and replaced with the map attached at Schedule B of this Deed.
- (f) New "Carpark Areas" plan attached at Schedule C of this Deed is inserted as Schedule 5 to the Lease.
- (g) New "Access for Works" plan attached at Schedule D of this Deed is inserted as Schedule 6 to the Lease.

**3. Confirmation of Lease Terms**

- 3.1 Except as expressly provided in this Deed, all the terms of the Lease are confirmed and remain in full force and effect.

**4. Council Acting as Territorial Authority**

- 4.1 The Council has signed this Deed in its non-regulatory capacity. This Deed does not bind the Council in its capacity as a regulatory authority in any way, and any consent or agreement the Council gives under this Deed is not an agreement or consent in its regulatory capacity and vice versa.

Otago Hockey Assn. Logan Park Lease variation

Initials: \_\_\_\_\_

- 4.2 When acting in its regulatory capacity, the Council is entitled to consider all applications to it without regard to this Deed.
- 4.3 The Council will not be liable to the Lessee or any other party if, in its regulatory capacity, the Council declines or imposes conditions on any consent or permission that the Lessee or any other party seeks for any purpose associated with this Deed.

## 5. Counterparts

- 5.1 This Deed may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same Deed. A party may enter into this Deed by signing a counterpart copy and sending it to the other party, including by facsimile or email.

## Execution

Signed for and on behalf of the **Dunedin City Council** by its authorised officer under delegated authority in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Position

Signed for and on behalf of the **Otago Hockey Association (1990) Incorporated** by its authorised officer under delegated authority in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Position

Otago Hockey Assn. Logan Park Lease variation

Initials: \_\_\_\_\_



## Schedule 7 – Deed of Variation of Lease

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Initials: \_\_\_\_\_

*H. Cassidy*

Group	Activity	Type of fee	Fee or charge	Current Fees & Charges	Proposed	Proposed	notes/comment
				2024/25 GST Inclusive	2025/26 Fee @ 4%	2025/26 Fee @ 5%	
Reserves and Recreational Facilities	Parks and Recreation – Sportsgrounds	Sportsgrounds – Winter Codes	Unenclosed Fields With facilities (per season)	2,111.70			Fee removed as not required, use standalone fees for Change Facilities and Field Lights
Reserves and Recreational Facilities	Parks and Recreation – Sportsgrounds	Sportsgrounds – Winter Codes	Unenclosed Fields Without facilities (per season)	1,180.40	903.50	1,129.40	Reduction to align with policy as current fees recover 5.3%. Junior & Training Fields are charged at 50% of Full Size Field
Reserves and Recreational Facilities	Parks and Recreation – Sportsgrounds	Sportsgrounds – Winter Codes	Unenclosed Fields With facilities (per day)	179.20			Fee not used or required. All club usage covered via season agreements. And any additional requirements for tournaments etc are quoted at the time
Reserves and Recreational Facilities	Parks and Recreation – Sportsgrounds	Sportsgrounds – Winter Codes	Unenclosed Fields Without facilities (per day)	98.90			Fee not used or required. All club usage covered via season agreements. And any additional requirements for tournaments etc are quoted at the time
Reserves and Recreational Facilities	Parks and Recreation – Sportsgrounds	Sportsgrounds – Winter Codes	Tournament Bookings to be quoted for each event depending on requirements e.g. additional mowing, marking, facility cleaning, litter bin emptying	-	-	-	no change
Reserves and Recreational Facilities	Parks and Recreation – Sportsgrounds	Sportsgrounds – Winter Codes	Field Training use only for schools – free	-	-	-	no change
Reserves and Recreational Facilities	Parks and Recreation – Sportsgrounds	Sportsgrounds – Winter Codes	Artificial Turf – per pitch, per season		3,243.00	4,053.75	New Fee introduced for Artificial Turfs, per field, per season, based on 4% and 5% recovery
Reserves and Recreational Facilities	Parks and Recreation – Sportsgrounds	Sportsgrounds – Winter Codes	Change Facilities – per facility, per season	933.80	952.50	1,167.20	Existing Fee based on 4% recovery. Fee is aligned with Summer Sports
Reserves and Recreational Facilities	Parks and Recreation – Sportsgrounds	Sportsgrounds – Winter Codes	Field Lights – per pitch, per season		212.20	265.00	New Fee introduced for Field Lighting, per Field, per Season, based on 4% and 5% recovery
Reserves and Recreational Facilities	Parks and Recreation – Sportsgrounds	Sportsgrounds – Field Lighting	Lights per booking (non sports codes) requires contractor site visit	20.50	20.90	26.10	2% change to align with cost increase
Reserves and Recreational Facilities	Parks and Recreation – Sportsgrounds	Sportsgrounds – Summer Code – Cricket	Grass wicket block, per season	2,941.90	3,000.70	3,750.90	2% change to align with cost increase
Reserves and Recreational Facilities	Parks and Recreation – Sportsgrounds	Sportsgrounds – Summer Code – Cricket	Artificial wicket, per season	907.70	925.90	1,156.40	2% change to align with cost increase
Reserves and Recreational Facilities	Parks and Recreation – Sportsgrounds	Sportsgrounds – Summer Code – Cricket	Grass cricket strip, per day – quoted at time of booking				no change
Reserves and Recreational Facilities	Parks and Recreation – Sportsgrounds	Sportsgrounds – Summer Code – Cricket	Artificial cricket strip, per day	57.90	59.00	72.40	2% change to align with cost increase
Reserves and Recreational Facilities	Parks and Recreation – Sportsgrounds	Sportsgrounds – Summer Codes	Change Facilities, per season	933.80	952.50	1,167.20	2% change to align with cost increase
Reserves and Recreational Facilities	Parks and Recreation – Sportsgrounds	Sportsgrounds – Summer Code – Cricket	Change Facilities, per day – quoted at time of booking	-			Changeroom Facility fees are aligned across winter & summer codes. Quoted at time of booking depending on requirements; type of facility, contractor cleaning standard
Reserves and Recreational Facilities	Parks and Recreation – Sportsgrounds	Sportsgrounds – Summer Code – Cricket	Otago Cricket Hire of international practice strips at Uni Oval (per hour/per strip)	128.19	130.80	163.40	2% change to align with cost increase
Reserves and Recreational Facilities	Parks and Recreation – Sportsgrounds	Sportsgrounds – Summer Code – Cricket	Otago Cricket Hire of international practice strips at Uni Oval, incl. Facilities (full day hire)	1,538.31	1,568.10	1,922.90	2% change to align with cost increase

Reserves and Recreational Facilities	Parks and Recreation – Sportsgrounds	Sportsgrounds – Summer Code - Cricket	Dunedin Cricket Primary, intermediate and secondary schools - free	-			no change
Reserves and Recreational Facilities	Parks and Recreation – Sportsgrounds	Sportsgrounds – Summer Code - Softball	Marked Softball Diamonds (x5), per season	1,183.00	955.30	1,183.00	Reduced charge to realign with the policy. Current Fees recover 5.1%
Reserves and Recreational Facilities	Parks and Recreation – Sportsgrounds	Sportsgrounds – Summer Code - Softball	Marked Softball Diamonds, per day - quoted at time of booking	-			no change
Reserves and Recreational Facilities	Parks and Recreation – Sportsgrounds	Sportsgrounds – Summer Codes - Athletics	Athletics Marked 400m grass track (per season)	952.20	971.20	1,214.00	2% change to align with cost increase
Reserves and Recreational Facilities	Parks and Recreation – Sportsgrounds	Sportsgrounds – Summer Codes - Athletics	Athletics Unmarked field (per season)		485.60	607.00	New Fee
Reserves and Recreational Facilities	Parks and Recreation – Sportsgrounds	Sportsgrounds – Summer Codes - Athletics	Athletics Marked 400m grass track (per day)	59.30	60.50	75.60	no change
Reserves and Recreational Facilities	Parks and Recreation – Sportsgrounds	Sportsgrounds – Summer Codes - Athletics	Caledonian Athletics Track and Enclosed Ground - competition use (per hour)	215.60	219.90	269.50	2% change to align with cost increase
Reserves and Recreational Facilities	Parks and Recreation – Sportsgrounds	Sportsgrounds – Summer Codes - Athletics	Caledonian Athletics Track and Enclosed Ground - practice use (per hour)	127.50	130.50	159.40	2% change to align with cost increase
Reserves and Recreational Facilities	Parks and Recreation – Sportsgrounds	Sportsgrounds – Summer Codes - Athletics	Caledonian Athletics Track and Enclosed Ground - competition use (Schools and junior club rate)	104.00	106.00	130.00	2% change to align with cost increase
Reserves and Recreational Facilities	Parks and Recreation – Sportsgrounds	Sportsgrounds – Summer Codes - Athletics	Caledonian Athletics Track and Enclosed Ground - practice use (Schools and junior club rate)	65.80	67.10	83.90	2% change to align with cost increase
Reserves and Recreational Facilities	Parks and Recreation – Sportsgrounds	<del>Sportsgrounds – Summer Codes - Touch Rugby</del>	<del>Touch Marked Field with Facilities (per season)</del>	<del>584.80</del>			Fee not required, utilise Change Facilities Fees as per other codes
Reserves and Recreational Facilities	Parks and Recreation – Sportsgrounds	Sportsgrounds – Summer Codes - Touch Rugby	Touch Marked Field without Facilities (per season)	321.68	392.80	491.00	Increased charge to align with policy. Current Fee recovers 3.2%.
Reserves and Recreational Facilities	Parks and Recreation – Sportsgrounds	Sportsgrounds – Summer Codes - Archery	Archery field use (per season)	1,183.00	903.50	1,129.40	Reduction to align with policy as current fees recover 5.3%.
Reserves and Recreational Facilities	Parks and Recreation – Sportsgrounds	Sportsgrounds – Summer Codes - Marching	Marching field use (per day)	79.00	80.50	100.70	2% change to align with cost increase
Reserves and Recreational Facilities	Parks and Recreation – Sportsgrounds	Sportsgrounds – Summer and Winter Sports	Out of season play including field preparation - quoted at time of booking	-			no change

