

Notice of Meeting:

I hereby give notice that an ordinary meeting of the Dunedin City Council will be held on:

Date: Tuesday 24 September 2024
Time: 10.00 am
Venue: Council Chamber, Dunedin Public Art Gallery, The Octagon,
Dunedin

Sandy Graham
Chief Executive Officer

Council
SUPPLEMENTARY AGENDA

MEMBERSHIP

Mayor
Deputy Mayor

Mayor Jules Radich
Cr Cherry Lucas

Members

Cr Bill Acklin	Cr Sophie Barker
Cr David Benson-Pope	Cr Christine Garey
Cr Kevin Gilbert	Cr Carmen Houlahan
Cr Marie Laufiso	Cr Mandy Mayhem
Cr Jim O'Malley	Cr Lee Vandervis
Cr Steve Walker	Cr Brent Weatherall
Cr Andrew Whiley	

Senior Officer

Sandy Graham, Chief Executive Officer

Governance Support Officer

Lynne Adamson

Lynne Adamson
Governance Support Officer

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Note: Reports and recommendations contained in this agenda are not to be considered as Council policy until adopted.

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REPORTS

ACTIONS FROM RESOLUTIONS OF COUNCIL MEETINGS

Department: Civic

EXECUTIVE SUMMARY

- 1 The purpose of this report is to show progress on implementing resolutions made at Council meetings.
- 2 As this report is an administrative report only, there are no options or Summary of Considerations.

RECOMMENDATIONS

That the Council:

- a) **Notes** the Open and Completed Actions from resolutions of Council meetings as attached.

DISCUSSION

- 3 This report also provides an update on resolutions that have been actioned and completed since the last Council meeting. Note that items on the Forward Work Programme are not included in the attached schedules.

NEXT STEPS

- 4 Updates will be provided at future Council meetings.

Signatories

Author:	Lynne Adamson - Governance Support Officer
Authoriser:	Clare Sullivan - Manager Governance

Attachments

	Title	Page
A	Open Public Action List	5
B	Closed Public Action list	9

Key	
Changes to timeframes	
Progress to date update	Bold

PUBLIC COUNCIL RESOLUTIONS					
OPEN ACTION LIST					
SEPTEMBER 2024					
Meeting Date	Resolution	Report	Resolution or Action to be Taken	Group	Status
25/09/2023	CNL/2023/216	Approval to Grant Electricity Easement to Aurora Energy Limited – Part Rotary Park	Grants , as administering body of Rotary Park, pursuant to Section 48 of the Reserves Act 1977, an easement in gross to Aurora Energy Limited for the installation of a new electricity transformer and associated cabling over part of the Rotary Park (Record of Title OT14A/258). Decides the criteria for exemption from public notification has been met. Acting under its delegation from the Minister of Conservation dated 12 June 2013 and pursuant to Section 48 of the Reserves Act 1977, approves an easement in gross to Aurora Energy Limited for the installation of a new electricity transformer and associated cabling over part of Rotary Park (Record of Title OT14A/258).	Parks and Recreation	September 2024 – survey plans have been completed and reviewed by the Council and are now awaiting plan approval by Land Information NZ so easement registration can then be completed.
28/11/2023	CNL/2023/277	Right of Way Easement over part Dunedin Town Belt for 139 Harbour Terrace, Dunedin	Acting in its capacity as the administering body of the Dunedin Town Belt Recreation Reserve pursuant to the Reserves Act 1977: Approves the partial surrender of an existing vehicular Right of Way easement as it relates to Lot 2 DP 390403 (Instrument 8489286.2) Grants a Right of Way easement over part of the Dunedin Town Belt Recreation Reserve to land held as Lot 1 DP 575078 located at 139 Harbour Terrace, Dunedin, subject to the conditions outlined in this report. Approves increasing of the existing annual fee for the Right of Way from \$1,265.00 including GST to \$1,500.00 including GST for use of the Dunedin Town Belt Recreation Reserve for access to the property at 139 Harbour Terrace, Dunedin. Decides that the criteria for exemption from public notification has been met. Acting under delegation from the Minister of Conservation dated 12 June 2013, and pursuant to section 48 of the Reserves Act 1977; Approves the partial surrender of an existing vehicular Right of Way easement as it relates to Lot 2 DP 390403 (Instrument 8489286.2) and Consents to the grant of a Right of Way easement over part of the Dunedin Town Belt Recreation Reserve to land held as Lot 1 DP 575078 located at 139 Harbour Terrace, Dunedin, subject to the conditions outlined in this report.	Parks and Recreation	September 2024 – Unchanged - Council is still waiting for advice from the Developer's lawyers that the variation of an existing requirement is completed before the Agreement to Surrender and Grant Right of Way Easement can be executed.

Key	
Changes to timeframes	
Progress to date update	Bold

PUBLIC COUNCIL RESOLUTIONS					
OPEN ACTION LIST					
SEPTEMBER 2024					
Meeting Date	Resolution	Report	Resolution or Action to be Taken	Group	Status
30/01/2024	CNL/2024/011	Approval to Grant Electricity Easement to Aurora Energy Limited – Part Local Purpose (Esplanade) Reserve at Burnside, Dunedin	Grants , as administering body of the Local Purpose (Esplanade) Reserve, pursuant to Section 48 of the Reserves Act 1977, an easement in gross to Aurora Energy Limited for the installation of an underground fibre cable and associated cabling over part of the Local Purpose (Esplanade) Reserve at Burnside (Record of Title 201821). Decides the criteria for exemption from public notification has been met. Acting under its delegation from the Minister of Conservation dated 12 June 2013 and pursuant to Section 48 of the Reserves Act 1977, approves an easement in gross to Aurora Energy Limited for the installation of an underground fibre cable and associated cabling over part of the Local Purpose (Esplanade) Reserve at Burnside (Record of Title 201821).	Parks and Recreation	September 2024 – Unchanged – A separate matter relating to mining rights in Council’s reserve land is being co-ordinated by DCC’s Legal Team. These mining rights are to be transferred to Council. Once the mining rights have been transferred then the Aurora Easement will be registered.
31/07/2024	CNL/2024/138	New Zealand Master Games Final Report	Agrees that the Dunedin (New Zealand) Masters Games Trust would collaborate with the Council to ensure the event's future sustainability.	Events	September 2024 – the work is ongoing.
27/08/2024	CNL/2024/156	Zero Carbon Plan Advisory Panel – Draft Terms of Reference	Adopts the Zero Carbon Plan Advisory Panel Terms of Reference with agreed amendments to the frequency of reporting and meetings and membership.	Sustainability Group	September 2024 – The inaugural Zero Carbon Plan Advisory Panel meeting is scheduled for 20 September. The 2024/25 Implementation Plan is on the agenda.
27/08/2024	CNL/2024/157	Proposed 2024/25 Zero Carbon Implementation Plan	Refers the proposed 2024/25 Zero Carbon Implementation Plan to the Zero Carbon Advisory Panel to refine the implementation plan for approval by Council before 31 October 2024. Requests that the Zero Carbon Alliance invites Business South to become a member of the Zero Carbon Advisory Panel.	Sustainability Group	September 2024 – The Zero Carbon Collaboration Group meetings are biannual. The next is scheduled for October. This is a forum in which to progress membership Changes.
27/08/2024	CNL/2024/161	Proposed Road Closure	Resolves to close the roads as set out in the minutes (pursuant to Section 319, Section 342, and Schedule 10 clause 11(e) of the Local Government Act 1974 (LGA 1974)) for the following event: Motorsport Hillclimb – Saturday 16 and Sunday 17 November 2024	Transport	September 2024 – the roads will be closed for the event.

Key	
Changes to timeframes	
Progress to date update	Bold

PUBLIC COUNCIL RESOLUTIONS					
OPEN ACTION LIST					
SEPTEMBER 2024					
Meeting Date	Resolution	Report	Resolution or Action to be Taken	Group	Status
NOTICE OF MOTION					
31/01/2024	CNL/2023/013	Notice of Motion - Dunedin Hospital	Supports the New Dunedin Hospital being built to the specifications in the Final Detailed Business Case approved by Cabinet, and that the Dunedin City Council will not accept changes that reduce the long-term capacity of the New Dunedin Hospital, or that compromise in any way the clinical services available to residents of the city and the wider region. Seeks the commitment of all parliamentary parties to adequately fund that work. Engages with stakeholders to support this advocacy position. Commits to fund a public campaign in support of 1 – 3 above, up to \$130,400 and seek support funding from other sources.		September 2024 – The Campaign has resumed. A protest march will be held on 28 September 2024.
27/03/2024	CNL/2024/066 and CNL/2024/067	Notice of Motion – Single Use Cups	Declares a commitment to Dunedin City becoming Single Use Cup (SUC) free as part of its broader waste minimisation goals. Directs the DCC CEO to make the following Dunedin City Council venues SUC free by the end of 2024: i) Civic Centre ii) Dunedin Public Library iii) Toitū iv) DPAG	Civic	September 2024 – A coms plan is being developed which will be sent to all staff.
			Includes in the DCHL Letter of Expectation 25/26 a requirement that Dunedin Venues Management Limited and the venues it controls or manages are SUC free by the end of 2025.		September 2024 – This was included in the 2024/25 DCHL Letter of Expectation and will be included in the 2025/26 DCHL Letter of Expectation.
			Promotes the SUC free initiative to the business and hospitality communities through Council networks and events;		September 2024 – The Grow Dunedin Partnership members and DCC promote the SUC initiative with staff to use at functions. Crockery and glassware is utilised at functions whereby they can be washed, reused and recycled for the next event.
			Includes the SUC initiative as a consultation topic in the 9 year plan;		September 2024 – No change (the SUC initiative will be included in the draft 9 year plan as a consultation topic).
			Writes to Central Government to seek legislative change to ban all Single Use Cups.		September 2024 – The letter will be sent.

Key	
Changes to timeframes	
Progress to date update	Bold

PUBLIC COUNCIL RESOLUTIONS					
OPEN ACTION LIST					
SEPTEMBER 2024					
Meeting Date	Resolution	Report	Resolution or Action to be Taken	Group	Status
25/6/2024	CNL2024/124	Notice of Motion – Place Based Funding	Directs staff not to distribute the \$30,000 increase in the Place-Based Funding pool for the 2024-25 year as per Council resolution (CNL/2021/121). Notes that resolution (CNL/2021/121) would be subject to further consideration once the Grants Review had been completed as part of the nine-year plan.	Community Partnerships	September 2024 – No change - The funds have been included in the Place Based Funding pool for the 2024-25 year. Staff have been advised not to distribute the additional \$30,000.
NON PUBLIC COUNCIL RESOLUTIONS RELEASED IN PUBLIC					
30/10/2023	CNL/2023/268	Appointment of District Licensing Committee Members	Notes that expressions of interest for new community members for the District Licensing Committee will be sought.	Civic	September 2024 – Expressions of Interest for positions on the District Licensing Committee are being sought.

Key	
Changes to timeframes	
Progress to date update	Bold

PUBLIC COUNCIL RESOLUTIONS COMPLETED ACTION LIST SEPTEMBER 2024					
Meeting Date	Resolution	Report	Resolution or Action to be Taken	Group	Completion
25/6/2024	CNL/2024/117	Proposed Event Road Closures –September 2024	Resolves to close the roads as set out in the minutes (pursuant to Section 319, Section 342, and Schedule 10 clause 11(e) of the Local Government Act 1974 (LGA 1974)) for the following events: 2024 Emerson’s Dunedin Marathon – Saturday 14 and Sunday 15 September 2024.	Transport	The were closed for the Emerson’s Dunedin marathon as resolved.
31/7/2024	CNL/2024/145	Proposed Event Road Closures – August 2024	Resolves to close the roads detailed in the minutes (pursuant to Section 319, Section 342, and Schedule 10 clause 11(e) of the Local Government Act 1974 (LGA 1974)) for the following events: Special Rigs for Special Kids – Sunday 25 August 2024	Transport	The roads were closed for the Special Rigs for Special Kids event.
27/08/2024	CNL/2024/155	Submission on the Redesign of the Vocational Education and Training System	Approves the DCC submission on the “Redesign of the vocational education and training system” Authorises the Chief Executive Officer to make any minor editorial amendments to the submission.	Enterprise Dunedin Corporate Policy	The submission was sent on 27 August 2024.
27/08/2024	CNL/2024/161	Proposed Event Road Closures	Resolves to close the roads as set out in the minutes (pursuant to Section 319, Section 342, and Schedule 10 clause 11(e) of the Local Government Act 1974 (LGA 1974)) for the following event: Graduation Parade – Friday 13 September 2024	Transport	The roads were closed for the graduation parade.

FORWARD WORK PROGRAMME FOR COUNCIL - SEPTEMBER 2024

Department: Civic

EXECUTIVE SUMMARY

- 1 The purpose of this report is to provide the updated forward work programme for the 2024-2025 year (Attachment A).
- 2 As this is an administrative report only, there are no options or Summary of Considerations.

RECOMMENDATIONS

That the Council:

- a) **Notes** the updated Council forward work programme as shown in Attachment A.

DISCUSSION

- 3 The forward work programme is a regular agenda item which shows areas of activity, progress and expected timeframes for Council decision making across a range of areas of work.
- 4 As an update report, the purple highlight shows changes to timeframes. New items added to the schedule are highlighted in yellow. Items that have been completed or updated are shown as bold.

NEXT STEPS

- 5 An updated report will be presented to future Council meetings.

Signatories

Author:	Lynne Adamson - Governance Support Officer
Authoriser:	Clare Sullivan - Manager Governance

Attachments

Title	Page
A Forward Work Programme	13

Key	
New item	
Changes to timeframes	
Completed; progress to date update	Bold

Council Forward Work Programme - September 2024															
Area of Work	Reason for Work	Council role (decision and/or direction)	2024				2025								
			Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	August	Sept
Dunedin City Council Annual Report	Statutory requirement under the LGA.	Decision to adopt the Annual Report. Progress to date: The 30 June 2024 Annual Report (subject to Audit) will be adopted at the October Council meeting.		Report											
Committee Structure Delegations Manual	Council may delegate to committees those powers necessary for them to carry out their responsibilities in an efficient and effective way. Any changes to the Committee Structure Delegations manual must be done by Council.	Consider and decide on proposed changes to the Committee and Structure Delegations Manual.	Ongoing Work												
LGNZ AGM Remits and Rules	Remits and rule changes to be considered at the AGM.	Consider and decide on remits and rule changes. Progress to date: The next meeting will be held in August 2025.											Report	LGNZ AGM	
South Dunedin Future	Provide updates on the South Dunedin Future programme including the climate adaptation plan. (Council 31 July 2024 - CNL/132)	Progress to date: Review of the draft risk assessment for South Dunedin has identified information gaps that require filling before public release, which will now be delayed. There is a report on the agenda which will provide further advice. Workshops on the risk assessment and adaptation options have been rescheduled for November and December, respectively. It is anticipated that the risk assessment and adaptation options technical reports will now be presented to Council early 2025, aiming for February. Despite these delays, the SDF programme remains on track to deliver an adaptation plan for South Dunedin by late 2026.	Report		Workshop	Workshop		Reports							

Council Forward Work Programme - September 2024															
Area of Work	Reason for Work	Council role (decision and/or direction)	2024				2025								
			Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	August	Sept
Financial Results	To provide Council the financial result (YTD), financial position and a quarterly update on capital programme expenditure on the months it is not presented to FCCO.	Noting the financial results. Progress to date: Financial result reports be presented to either Finance and Council Controlled Organisations Committee or Council future meetings.	Report to FCCO	Report	Report to FCCO	Report		Report to FCCO	Report	Report	Report to FCCO	Report	Report	Report to FCCO	
Zero Carbon	Provide updates on the Zero Carbon work programme. (Council 31 July 2024 - CNL/2024/133 and 27 August 2024 CNL/2024/258)	To advance the work programme across all three work streams in line with Zero Carbon Plan implementation plan, EMRP and the Zero Carbon Policy. Progress to date: Following the meeting of the Zero Carbon Plan Advisory Panel, the Zero Carbon 2024/25 Implementation Plan will be presented to the October Council meeting.	Ongoing Work	Report	Ongoing work										
Unitary Authority	Provide a report on the establishment of a unitary authority (Council 27 August 2024 - CNL/224/162)	Provide a report on options for progressing discussions about a possible unitary authority for Otago. Progress to date: A report will be presented to the December 2024 Council meeting.				Report									
Submissions to central government and other external parties.	Provide feedback on proposals from central government and other external parties.	Consider and decide on draft submission on central government and other external parties proposals. Progress to date: There have been two submissions considered by Council from 1 July 2024 - 30 June 2025 and there are two submissions on the agenda.	Report	As and when required											
Council Controlled Organisations															
Aurora Energy	Proposal regarding Aurora Energy Ltd (Council 20 March 2024 - CNL/2024/055)	Consider feedback and make a decision on the Aurora Energy proposal. Progress to date: An options report is on the agenda for decision.	Report												
Company Statements of Intent	Agrees to the completed 2024/25 Statements of Intent of Dunedin City Holdings Ltd and its subsidiary and associate companies. (Council 25 June 2024 (CNL/2024/119)	Progress to date: The final Statements of Intent 2024/25 were presented to the June 2024 Council meeting.		Workshop on Letter of Expectation	Draft Letter of Expectation			Possible Workshop	Consider draft SOIs			Approve SOIs			

Council Forward Work Programme - September 2024																
Area of Work	Reason for Work	Council role (decision and/or direction)	2024				2025									
			Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	August	Sept	
Second Generation District Plan (2GP) Work Programme																
2GP - Appeals/Making 2GP Operative Plan	To deal with appeals received on the 2GP and Variation 2 to the plan, and to make the 2GP operative. (Council 31 July 2024 CNL/2024/134)	Progress to date: The Dunedin City District Plan (2024) became partially operative on 19 August 2024. There are 6 site-specific appeals awaiting resolution.	Ongoing Work													
2GP - Minor Improvements Plan Change	A change to the 2GP that involves a range of minor improvements.	Decide on Variation 3 to the 2GP to be notified for consultation purposes. Progress to date: Staff have finalised the documentation for notification of the proposed minor changes. There was a workshop held in June and a report is on the agenda for approval to notify. Notification is proposed for November 2024.	Report		Notification											
2GP - Heritage and multi-unit development design plan change	Plan Change to the 2GP - Heritage and multi unit development design.	Plan Change 2 was initiated by SPEC on 20 August. Progress to date: A workshop was held with Councillors in September. ?	Workshop													
Policies Work Programme:																
Litter Compliance Policy Review	A review of the Litter Compliance Policy which was previously approved on 25 May 2021. (Council - 31 July 2024 - CNL/2024/137)	The Litter Compliance Policy review was due for review. Territorial authorities can adopt infringement notice provisions under the Litter Act 1979. This empowers the authority to infringe and charge for incidents of litter and illegal dumping. Progress to date: Consultation was undertaken in August and there is a report on the agenda	Report													
Naming Rights and Sponsorship Policy	Develop a policy that will give clarity to naming rights on DCC assets.	Consider and decide on a proposed Naming Rights policy. Progress to date: This work has not been scheduled.														

Council Forward Work Programme - September 2024															
Area of Work	Reason for Work	Council role (decision and/or direction)	2024				2025								
			Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	August	Sept
Local Alcohol Policy Review	A review of the Local Alcohol Policy which came into effect in February 2019.	<p>The Dunedin Local Alcohol Policy must be reviewed no later than 6 years from when it becomes effective.</p> <p>Progress to date: Stakeholder feedback has been received and reviewed. A workshop was held in September and a report is on the agenda. The hearings are expected to be held in mid-late November 2024. Recommendations will be presented to Council in early 2025.</p>	Report	Consultation	Hearings		Report								

Completed Work		
Area of Work	Reason for Work	Decision made
Otago Hockey	Working with Otago Hockey to investigate options for the replacement of the hockey turfs at Harbour Terrace. (Council 12 March 2024 - CNL/2024/046)	<p>Consider taking over ownership of the turfs and replace turfs in the 2024/25 year.</p> <p>Progress to date: A report on ownership was considered and approved at the Annual Plan deliberations.</p>

9 YEAR PLAN FORWARD WORK PROGRAMME - SEPTEMBER 2024

Department: Civic

EXECUTIVE SUMMARY

- 1 The purpose of this report is to provide a forward work programme for the development of the 9 year plan (Attachment A).
- 2 As this is an administrative report only, there are no options or Summary of Considerations.

RECOMMENDATIONS

That the Council:

- a) **Notes** the updated Council forward work programme as shown in Attachment A.

DISCUSSION

- 3 The forward work programme at Attachment A shows the areas of work being undertaken, along with an indication of when 9 year plan workshops will be held, and when reports are expected to be presented to council and / or committees. The forward work programme highlights changes made to timeframes, any new items, and items that have been completed.
- 4 The forward work programme provides that budget decisions will be made in January 2025. Some items in the work programme indicate that a report will be presented to the January meeting. Not all will have their own report but may be incorporated into an overall report such as the capital budget report.
- 5 Option reports may be presented to Council before the January 2025 meeting, to enable budgets to be prepared for those options in time for the January budget meeting.

NEXT STEPS

- 6 An updated report will be presented to future Council meetings.

Signatories

Author:	Sharon Bodeker - Special Projects Manager
Authoriser:	Sandy Graham - Chief Executive Officer

Attachments

	Title	Page
↓A	Forward Work Programme - September 2024	19

Key	
New item	
Completed; progress to date update	Bold

Council - 9 Year Plan Forward Work Programme - September 2024											
Area of Work	Reports and/or workshops	2024				2025					
		Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Overall	9 year plan development	Ongoing work, workshops, report				Reports	Consultation document	Submission process		Hearings Deliberations	Adoption
City Development	Heritage Action Plan - investment and implementation	Site visit	Activity Workshop	Report		Report					
	Building incentives and vacant inner city space			Workshop		Report					
	Centres upgrade - options for various centres	Site visit	Activity Workshop	Report		Report					
Creative Partnerships	Long term investment options for the Ōtepoti Live Music Action Plan		Activity Workshop			Report					
	Performing Arts Venue		Activity Workshop			Report					
Economic Development	Workshop on activity		Activity Workshop								
	Dunedin Railways report on options.		To be determined								
Engagement	Engagement	Report to Civic			Report		Consultation document	Submission process		Hearings Deliberations	
	Community Board plans - workshop		Workshop								
	Significance and Engagement Policy		Report								
	Community Engagement Plan (External)					Report					

Area of Work	Reports and/or workshops	2024				2025					
		Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Galleries, libraries and museums	Tūhura Otago Museum – ongoing operating budget requirements			Workshop		Report					
	Consider entry charges at Toitū and the Art Gallery for non- Dunedin residents, and charges for all to large exhibitions		Activity Workshop	Report							
Finance	Investment Plan		Workshop								
	Waipori Fund SIPO renewal		Workshop			Report					
	DCHL review					Report					
Finance	Revenue and Financing Policy		Activity Workshops	Report		Report					
	Rates Remission Policy			Report							
	Significant Forecasting Assumptions - Financial			Report							
	CAPEX budgets			Workshops	Workshops	Report					
	OPEX budgets, financial statements			Workshops	Workshops	Report					
	Fees and Charges					Report					
	Rating Information					Report					
	Development Contributions Policy	Workshop		Workshop		Report					
	Financial Strategy		Workshops			Report					
Grants	Grants Review				Report			Consultation			Finalise Policy
Infrastructure	Infrastructure Strategy		Workshop	Workshop		Report					
	Statements - Variation Water and Sanitary Services and WMMP						Report				
Levels of service and Groups of Activities	Levels of Service and performance measures		Activity Workshop			Report					
	Groups of activities		Activity Workshop								

Area of Work	Reports and/or workshops	2024				2025					
		Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Parks and Recreation	Review of sports field charges			Workshop		Report					
	Aquatics		Activity Workshop	Site visit		Report					
	Playgrounds		Activity Workshop / Report								
	Green spaces		Activity Workshop								
	Predator Free		Activity Workshop			Report					
Parks and Recreation	Policy framework to consider funding for community organisations undertaking work on DCC land or achieving council objectives				Report						
Property	Municipal Chambers	Site visit	Activity Workshop			Report					
	231 Stuart Street (former Fortune Theatre)	Site visit	Activity Workshop Report								
	258 King Edward St, costs to fix		Activity Workshop	Report							
	Community Halls - update		Activity Workshop								
	Sammy's - costs to fix		Activity Workshop								
	Community Housing rental - options		Activity Workshop		Report						
	Tar Pits		Activity Workshop	Report							
	Sims Building update		Activity Workshop	Report							
	Parking fees and charges - new charges		Activity Workshop		Report						
Regulatory Services	Workshop on activity		Activity Workshop								

Area of Work	Reports and/or workshops	2024				2025					
		Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
South Dunedin Future/Climate Change/Coastal	South Dunedin Future update	Report		Workshop	Workshop Report						
	Climate change adaptation plan - costed options		Activity Workshop								
	Zero Carbon		Activity Workshop Report			Report					
	Forbury Park					Workshop					
	Kettle Park	Workshop	ICOM Report								
Strategic Support	Significant forecasting assumptions - non financial		Activity Workshop Report								
	Community Outcomes and Indicators				Report						
	City Profile					Report					
Strategic Support	Strategic overview content				Report						
	Strategic refresh		2 Workshops		Report						
Transport	Peninsula Connection - unfunded sections		Activity Workshop			Report					
	Central City project - business case for remainder of the central city plan, including the city to waterfront connection.		ISCOM Update report								
	Strategic pedestrian and cycleway network plan		Activity Workshop / ISCOM Report								
Waste	Waste Minimisation Management Plan		Workshop Report					Consultation		Hearings	Adoption
	Smooth Hill		Activity Workshop	Report							
	Use of waste levy		Activity Workshop								

Area of Work	Reports and/or workshops	2024				2025					
		Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
3 Waters	Activity workshop	Site visit	Activity Workshop								
	Future of 3 Waters		Activity Workshop								
	Water Services Delivery Plan	Report to ISCOM									
Other	Foulden Maar		To be determined								
	Transport Place		To be determined								

REVIEW OF DUNEDIN'S LOCAL ALCOHOL POLICY

Department: Civic

EXECUTIVE SUMMARY

- 1 Dunedin City Council's Local Alcohol Policy (LAP) took effect on 1 February 2019 and is required to be reviewed no later than six years after it came into force, i.e. by 1 February 2025.
- 2 The draft replacement LAP (Attachment A) contains several proposed changes from the current LAP (Attachment B). These changes, based on feedback from stakeholders, are to improve alcohol outcomes by amending on and off-licence maximum hours, place a moratorium on new off-licence premises in an area north of the Octagon, and include some discretionary conditions able to be used by the District Licensing Committee (DLC).
- 3 It is proposed that the draft LAP go out for consultation via the statutorily required special consultative procedure under the Local Government Act (2004) after it has been reviewed for legal compliance. Submissions received will be considered by a hearings sub-committee.

RECOMMENDATIONS

That the Council:

- a) **Approves** the draft Local Alcohol Policy, subject to legal review, for public consultation via the special consultative procedure under the Local Government Act (2004).
- b) **Notes** that the Chair of the Hearings Panel, Cr O'Malley has exercised his delegation to appoint the panel which is Cr O'Malley (Chair) and Crs Barker, Benson-Pope, Garey, Gilbert, Walker and Whiley.
- c) **Notes** that the panel will consider the submissions and report back to Council to seek approval of the final LAP.

BACKGROUND

- 4 The Sale and Supply of Alcohol Act 2012 (the Act) allows territorial authorities to develop local alcohol policies. LAPs are not mandatory, however if one is developed certain criteria must be considered. Once adopted, a territorial authority must bring the LAP into force on a day stated by resolution.
- 5 LAPs are aimed at ensuring the accessibility and availability of alcohol is in line with the objectives of the Act, which is that the sale, supply and consumption of alcohol is undertaken

safely and responsibly, and that alcohol related harm minimised. Licences can be refused if they are contrary to a LAP and conditions may be imposed on a licence if they are required by a LAP.

- 6 The LAP must only contain matters that relate to licensing. Section 77(1) of the Act states that any or all of the following matters may be included:
 - a) location of licensed premises by reference to broad areas
 - b) location of licensed premises by reference to proximity to premises of a particular kind or kinds
 - c) location of licensed premises by reference to proximity to facilities of a particular kind or kinds
 - d) whether further licences (or licences of a particular kind or kinds) should be issued for premises in the district concerned, or any stated part of the district
 - e) maximum trading hours
 - f) the issue of licences, or licences of a particular kind or kinds, subject to discretionary conditions
 - g) one-way door restrictions.
- 7 When producing the draft policy, the Council must have regard to:
 - a) the objectives and policies of the district plan
 - b) the number of licences of each kind held for premises in the district, and the location and opening hours of each of the premises
 - c) any areas in which bylaws prohibiting alcohol in public places are in force
 - d) the demography of the district's residents
 - e) the demography of the people who visit the district as tourists or holiday makers
 - f) the overall health indicators of the district's residents
 - g) the nature and severity of the alcohol-related problems arising in the district.
- 8 The Council must consult with the Police, Medical Officer of Health and Licensing Inspectors before the draft LAP is finalised.
- 9 Last year the Sale and Supply of Alcohol (Community Participation) Amendment Act (2012) came into force. One of the consequences of the amendment is that final LAPs can no longer be appealed by submitters, although they still have the option of a Judicial Review. The amendment also allows greater community participation in the licensing process by removing some of the barriers to objecting to licence applications. Further, there is no longer a requirement to do a provisional local alcohol policy for notification.

DISCUSSION

- 10 The Council's current LAP came into force on 1 February 2019, meaning that it expires on 1 February 2025. Originally the adopted LAP was to undergo a 'rapid' review after two years to gauge the effect it was having on the community and identified alcohol-related harms. This was not undertaken because of the 2020 pandemic and subsequent disruption to hospitality generally.

- 11 Various groups (Attachment C) were asked for initial feedback on the current LAP. Some changes have been suggested including a reduction in licence hours for both on and off-licences and the inclusion of discretionary conditions to off-licences.
- 12 The following table summarises the proposed changes which have been incorporated into the draft replacement LAP for public consultation:

Element of LAP	Current	Proposed	Comment
Off-licence hours	7.00 am to 10.00 pm	7.00 am to 9.00 pm	To reduce the late, impulse purchase of alcohol.
New off-licence premises	No restrictions	No new premises in an area between the Octagon and Gardens Shopping Centre	To limit supply of alcohol in the area occupied by predominantly 18-24 year olds.
On-licence hours	Opening time 8.00 am	Opening time 9.00 am	Considered unnecessary to offer alcohol for sale at 8am. A low impact adjustment.
Entertainment Venues	5.00 pm to 4.00 am	5.00 pm to 3.00 am	To align the late night venue closing times.
'Sensitive facility' definition	Educational/recreational facilities likely to attract people under 18 years of age.	Include marae and places of worship.	To respect attendees at marae and places of worship
Off-licence external advertising	No restrictions	No promotion or advertising of alcohol on exterior of premises. Discretionary condition dependent on premises location.	Research indicates there is a relationship between young people's exposure to alcohol advertising and earlier uptake of drinking and heavy drinking among adolescents who already drink. ¹
Club managers	No requirement to be present on the premises when the bar is open.	Certified manager to be present after 5pm or when patron numbers exceed 50 people. Discretionary condition dependent on nature of club and nature of activities.	Some clubs are higher risk of alcohol-related harm occurring. The requirement to have a certified manager present would ensure greater compliance with the conditions on the licence relating to alcohol harm minimisation.

¹ Sargent, J. D. & Babor, T. F. The relationship between exposure to alcohol marketing and underage drinking is causal. *J. Stud. Alcohol Drugs Suppl.* 113–124 (2020) doi:10.15288/jsads.2020.s19.113.

- 13 The proposed change in closing time for off-licence premises would mean alcohol was less readily available for impulse purchase of alcohol. The changes to the Act will now allow this to proceed because the element could not be appealed. Auckland City Council has recently adopted their LAP which includes off-licence hours of 7.00 am to 9.00 pm.
- 14 It is proposed a moratorium on new off-licences would apply to the following area:



There have been no new licensed premises in the proposed area for over 10 years, however the inclusion of this element would stop any new off-licence premises being established in the vulnerable student area.

- 15 There is no restriction mentioned in the current LAP regarding external advertising or promotion of alcohol. The subject has recently been raised at three off-licence hearings and the District Licensing Committee (DLC) has imposed conditions relating to what they consider is acceptable. The inclusion of this element in a LAP may be considered a 'discretionary' condition to be used by the Committee after considering all the factors relating to the premises, for example, its location in relation to sensitive facilities.
- 16 On-licence premises across the district can currently open at 8.00 am. A proposed later opening time of 9.00 am will likely have a minimal impact upon premises in Dunedin. While licensed cafes would still be able to open earlier, they would not be able to sell alcohol.
- 17 Dunedin currently has one premises classified as an 'entertainment' venue with the 5.00 pm to 4.00 am licence hours. It is considered unnecessary by the regulatory agencies, the Police, Medical Officer of Health, and Licensing Inspectors, for a premises to be open past 3.00 am.
- 18 Licensed clubs must have a certified manager, however there is currently no requirement for that person to be at the club when it is trading. It is proposed that certified managers are to be present after 5.00 pm or when there are 50 or more people present. This is proposed is a discretionary condition for the Committee to impose when considering any risks associated with the premises.

- 19 The definition of a 'sensitive facility' which is used in the current LAP does not include marae or places of worship. It is proposed to include these into the definition.

OPTIONS

Option One – Recommended Option

- 20 Approve the attached draft LAP, subject to legal review, for public consultation.

Advantages

- Further reduction of alcohol-related harm in the community by improving the safe and responsible sale and consumption of alcohol.
- The community will have the opportunity to make submissions on the proposed LAP to reflect their views.
- The change in legislation will allow the resulting policy to better reflect the aspirations of the community.

Disadvantages

- Possible extra costs for specified clubs to have a certified manager on site after 5pm.

Option Two – Abandon the LAP

- 21 This option would mean the current LAP would expire on 1 February 2025.

Advantages

- No Council resources will be used in the development, and subsequent monitoring, of a LAP.

Disadvantages

- While alcohol licences could still be granted, the default position for all licences would be as set out in Act without reference to the local context.
- Alcohol-related harm in the community may increase without any further checks and balances that a LAP can provide.
- The DLC would have no ability to grant licences which reflected the wishes of the community.

NEXT STEPS

- 22 Obtain a legal review of the draft LAP prior to its notification.
- 23 Publicly notify the draft LAP with public consultation to take place between 14 October and 14 November 2024.
- 24 Submissions Hearings to occur on 27 and 28 November, and on 4 and 5 December if required.

25 Report to Council with a final proposed LAP for adopting at its January 2025 meeting.

Signatories

Author:	Kevin Mechen - Alcohol, Psychoactive Substances and Gambling Advisor
Authoriser:	Robert West - General Manager Corporate Services

Attachments

	Title	Page
↴A	Draft Local Alcohol Policy	33
↴B	Current Local Alcohol Policy	47
↴C	Stakeholders Consulted	59

SUMMARY OF CONSIDERATIONS

Fit with purpose of Local Government

This decision enables democratic local decision making and action by, and on behalf of communities.
 This decision promotes the social well-being of communities in the present and for the future.
 This decision promotes the 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"/>	✓

This proposal aligns with the following strategic priorities: Social Wellbeing's priorities of vibrant and cohesive communities, and safe and healthy people; Economic Development priority of a compelling destination; and Future Development priorities of liveable city, and vibrant and exciting city.

Māori Impact Statement

The 2022/23 New Zealand Health Survey by the Ministry of Health found that the highest prevalence of hazardous drinking was among Māori men (30.9%). The large differences still persist in the prevalence of hazardous drinking between Māori and non-Māori in the previous surveys. Māori men were 1.5 times more likely to report hazardous drinking than non-Māori men. Māori women were 1.98 times more likely to report hazardous drinking than non-Māori women. By reducing harm from alcohol, the Crown are more effectively meeting their obligations under the Treaty of Waitangi. Article Two of the Treaty of Waitangi guarantees Māori authority over their taonga, including their hauora (health).

Sustainability

There are no implications for sustainability.

LTP/Annual Plan / Financial Strategy /Infrastructure Strategy

There are no identified implications for the LTP/Annual Plan, Financial or Infrastructure Strategies.

Financial considerations

There are no financial considerations identified.

Significance

This decision is considered to be low significance in terms of the Council's Significance and Engagement Policy.

SUMMARY OF CONSIDERATIONS

Engagement – external

Various organisations were consulted with during the development of the draft LAP, including: Police, Medical Officer of Health/Health NZ Southern, St John Ambulance, University of Otago, Students' Associations, University Proctor, ADL NZ, ACC, Hospitality NZ, Students for Sensible Drug Policy Ōtepoti Dunedin, Know Your Stuff, and Mirror Services.

Engagement - internal

The Licensing Inspectors and DCC in-house legal counsel were consulted during the drafting of the LAP.

Risks: Legal / Health and Safety etc.

There are no known risks. If the LAP is not renewed, the default position stated in the Sale and Supply of Alcohol Act 2012 would apply, and the District Licensing Committee still has the ability to impose conditions on licences on a case-by-case basis after considering the information presented.

Conflict of Interest

There is no known conflict of interest.

Community Boards

There are no known implications for the Community Boards.

DRAFT LOCAL ALCOHOL POLICY					DUNEDIN CITY COUNCIL	kaunihera a-rohe o ōtepoti
Approved by:						
Sponsor:						
Department responsible:						
Date approved:				Reviewed:		
Next review date:				DOC ID:		

PURPOSE

The Dunedin Local Alcohol Policy (LAP) seeks to balance the statutory requirements and object of the Sale and Supply of Alcohol Act (the Act), meeting both the reasonable needs and expectations of residents and businesses, and the city's desire to support vibrant, sustainable, and resilient communities. The LAP emphasises the role of safe and responsibly managed drinking environments in achieving this outcome.

SCOPE

This LAP will provide guidance to the District Licensing Committee (DLC) and to the Alcohol Regulatory and Licensing Authority (ARLA), setting expectations about aspects of the sale and supply of alcohol in Dunedin. Both entities must have regard to the content of any relevant LAP when making decisions under the Act.

1.0 INTRODUCTION

The National Context

In 2012, the Government passed the Sale and Supply of Alcohol Act, thereby establishing a new national framework regulating the sale and supply of alcohol. The purpose of this Act is to put in place a new system of control that is reasonable and its administration helps to achieve the object of the Act.

The object of this legislation is twofold: that the sale, supply, and consumption of alcohol should be undertaken safely and responsibly; and the harm caused by the excessive or inappropriate consumption of alcohol should be minimised. The Act allows territorial authorities to develop a LAP to meet these objectives at a local level.

Harm is defined broadly by the Act, and includes –

- (a) any crime, damage, death, disease, disorderly behaviour, illness, or injury, directly or indirectly caused, or directly or indirectly contributed to, by the excessive or inappropriate consumption of alcohol; and
- (b) any harm to society generally or the community, directly or indirectly caused, or directly or indirectly contributed to, by any crime, damage, death, disease, disorderly behaviour, illness, or injury of a kind described in paragraph (a).

The Act is prescriptive about the aspects of sale and supply of alcohol that a Local Alcohol Policy can influence:

- further restrictions on the default **maximum trading hours** set by the Act
- limits on the **location** of licensed premises in particular areas or near certain types of facilities
- limits on the **density** of licensed premises in particular areas
- imposition of **conditions** on types of licences
- recommendations on **discretionary conditions** for licences.

The Local Context

Dunedin's alcohol-related challenges result largely from the city's unique geography and its demographics.

Dunedin has a compact urban core with the location of a high proportion of the city's licensed premises clustered around the Octagon in the Central Business District (CBD). The Octagon operates as the main hospitality hub for the late-night economy – concentrating both vibrancy and the problems associated with late-night drinking. As the country's second largest district by land area, Dunedin also has smaller suburban and rural centres serving more isolated communities, and where licensed premises serve an important social function.

Dunedin Police have stated that the CBD is the primary area for alcohol-related calls for service. Calls to fights, disorder, assaults, and breaches of the peace are the most common.

As a tertiary education hub, the city is home to proportionately more 15 – 24 year olds than other New Zealand centres. First year students arrive in Dunedin just as they reach the age at which they are legally able to purchase alcohol (18 years), and at a time when they are seeking opportunities to meet and socialise with other young people. Student accommodation is clustered in the North Dunedin area which immediately surrounds the tertiary institutions. Student parties in the area act as a magnet for non-students. This combination makes the city's young people particularly vulnerable to hazardous drinking and alcohol-related harm.

- Dunedin Hospital reports that in 2019, there were 1860 alcohol-related presentations to the Emergency Department (4% of total presentations) with the highest numbers presenting between 6pm Saturday and 6am Sunday. The 18 – 24 year age group made up 51% of those presentations.¹
- The Otago region has a higher rate of alcohol-related hospital admissions for young people (15-24 year old age group) than other Southern Health regions.

The city also faces challenges that are a function of nation-wide issues – New Zealand's drinking culture, and a historically loose regulatory regime.

Analysis of Police data indicates that:

- As the night becomes later, offences become more serious and the ages of the offenders increases
- 73% of those arrested for violence offences and 93% arrested for disorder offences were affected by alcohol
- About 84% of alcohol is consumed in off-licence settings in situations where there is little or no control

2.0 LOCATION

While there is no restriction on the location of licensed premises other than defined in the Dunedin District Plan, licences for new hotels, taverns or bottle stores will not generally be granted for a premises that is near to or adjacent to any 'sensitive facility', such as schools and playgrounds (see the glossary for the full definition). Applications for other types of new premises, for example restaurants/cafes, etc, will be considered on a case-by-case basis.

To avoid any misinterpretation, 'near to or adjacent to' will be defined as being within **100m** of the nearest boundary to the sensitive facility.

In the case of clubs, other than the general restrictions stated above, the licence shall be for a premises that is located on, or is in close proximity to, the ground or facility used by the club.

3.0 OUTLET DENSITY

Research demonstrates that outlet density has a significant influence on alcohol-related harm².

While each licence application is considered on its merits, the DLC must consider the amenity and good order of the area in which the premises is situated, as well as the object of the Act. Outlet density may also be considered so far as the possible impact of the premises at that location on the local environment.

Dunedin does not have many new premises being opened although premises do change ownership. Those that are opening tend to be restaurant/café style premises and are considered a low risk of harm.

North Dunedin has a significantly higher density of young people (18 – 24-year-olds) than other parts of the city³. This age group has demonstrated a higher rate of alcohol misuse and abuse when compared to other groups⁴. There has been concern expressed at the availability of off-licence alcohol in the area.

In an effort to minimise the availability of alcohol in the predominantly student area, a **moratorium on new off-licence premises** in the area north of the Octagon bound by Stuart Street and Moray Place (south), Filleul and Queens Streets, the Gardens Shopping Centre and Anzac Avenue (Schedule 1). 'New' is defined as being a previously unlicensed locality.

This moratorium will be reviewed at the next review of this Policy.

4.0 MAXIMUM OCCUPANCY

On-licence and club-licensed premises allow the consumption of alcohol on site. Some of these premises, for example taverns and larger sports clubs, can be prone to overcrowding.

Assistance in determining the maximum number allowed in a building can be obtained from the DCC's Building Services Department, Fire and Emergency New Zealand or a registered fire engineer. Details can be found in the current New Zealand Building Code and Fire Safety and Evacuation of Buildings Regulations 2006.

The maximum number for the premises **must** be clearly displayed beside the alcohol licence.

5.0 PREMISES

5.1 On-licence Premises

A premises holding an on-licence can sell and supply alcohol to patrons for consumption on those premises. Examples include hotels, taverns/pubs, restaurants, and cafés.

On-licences can also be endorsed under section 37 of the Act, which gives restaurants the ability to allow 'bring your own' (BYO); that is, patrons bring their own alcohol to consume with their meals.

While it is a characteristic of on-licensed premises that they provide a controlled environment in which people drink alcohol, some premises have more potential to cause harm than others. Hotels and taverns/pubs attract people for the purpose of consuming alcohol and are therefore more likely to be the source of alcohol-related harm than restaurants and cafes where food and dining is their mainstay.

The DLC must consider the style of premises when trading hours and other conditions are considered.

Some licensees may have separate permission from the DCC to use the footpath space in front of their premises to allow patrons to sit and consume alcohol. This activity is predominantly in the central city but there are other areas where licensees allow patrons to make use of outdoor public space.

5.1.1 Maximum Trading Hours

The holder of an on-licence must ensure no alcohol is sold or supplied on the premises on the restricted days unless the person is on the premises to dine.

Subject to sections 46 (no sales outside permitted trading hours) and 47 (restricted days) of the Act, the following maximum trading hours will apply:

On-licence Premises: Maximum Trading Hours

On-licence in or adjacent to metropolitan residential areas (listed in Schedule 2)	Sunday to Thursday 9am to 11pm Fridays and Saturdays 9am to 12 midnight
On-licence in non-residential areas – hotels and taverns/pubs	Monday to Sunday 9am to 3am the following day • 2.30 am one-way door
On-licence in non-residential areas – restaurants/cafes	Monday to Sunday 9am to 1am the following day
On-licence in remote areas (listed in Schedule 3)	Monday to Sunday 9am to 2am the following day

5.1.2 Discretionary Conditions – Section 110

The DLC may impose further conditions on any on-licence in accordance with section 110(1) of the Act relating to the following:

- the restrictions relating to the restricted days (see the glossary for the full definition)
- any one-way door that shall apply
- any designation that shall apply
- the people, or kinds of people, to be served
- provision and promotion of food and low and non-alcoholic beverages
- promotion of alternative transport options.

5.1.3 Discretionary Conditions – Section 117

Under section 117 of the Act the DLC may include any other condition that is reasonable and not inconsistent with the Act, including, but not limited to -

- the management of any outside area – including the use of public space where applicable
- the management of queues when/if they form outside the premises
- security arrangements for the premises (*e.g., door staff, CCTV, lighting*)
- the management of BYO alcohol to a premises. The DLC may consider it appropriate to ask for a 'Premises Management Plan' to address the following: steps proposed to promote/ensure the safe and responsible sale, supply and consumption of alcohol on the premises, specifically
 - prevention of intoxication – the identification of and management of intoxicated people (*including the location of any 'safe area' on the premises*)
 - management of multiple drinks purchased and consumed on the premises (including shots)
 - management of violent or aggressive people and/or volatile situations
- steps proposed to prevent the sale and supply of alcohol to prohibited people. E.g., people under 18 years of age, intoxicated people
- the types of promotions likely to be used to attract patrons to the premises
- how it is proposed to limit the exposure of children to 'alcohol-related' advertising and promotions.

5.2 Off-licence premises

A premises holding an off-licence is one where people can purchase alcohol for consumption away from those premises. The licensee can also supply alcohol free, as a sample, for consumption on the premises. Examples of off-licence premises include bottle stores, supermarkets and grocery stores.

Off-licences can also be granted to remote sellers, that is, companies that take orders via the internet, facsimile or telephone, and the alcohol is delivered to the buyer.

5.2.1 Maximum Trading Hours

All off-licence premises are prohibited from making sales or supplying alcohol on the restricted days.

An exception to Easter Sunday applies to grape, fruit or vegetable wine made on the premises or where the produce is grown on the land on which the premises is situated. An example of this would be a vineyard.

The maximum trading hours for all off-licence premises in the Dunedin district shall not exceed the following:

Monday to Sunday 7 am to 9 pm

5.2.2 Discretionary Conditions – Section 116

Further to the conditions that must be imposed under section 116(2) of the Act the DLC will impose further conditions on any off-licences in accordance with section 116(1)(a), (b) or (c) of the Act relating to the following:

- steps to promote/ensure supply of alcohol to prohibited people does not occur e.g., people under the age of 18 years and intoxicated people.
- the types of alcohol to be sold from premises issued an off-licence pursuant to section 34. In the case of supermarkets and/or grocery stores reference should be made to section 58 of the Act.

5.2.3 Discretionary Conditions – Section 117

The DLC may include any other condition that is reasonable and not inconsistent with the Act and including, but are not limited to:

- security arrangements for the premises (e.g. CCTV, lighting) appropriate to the type of premises.
- the restrictions relating to the restricted days in accordance with section 48
- any designation that shall apply, e.g., bottle stores shall usually be designated supervised areas
- there shall be no advertising or promotion of alcohol products, or alcohol branding, on the exterior of the premises.

5.3 Club licence premises

A club is a 'body corporate' that has as its object the participation in, or promotion of, any sport or other recreational activity for anything other than gain. A club can also be a 'body corporate' whose object is something other than gain.

There are some clubs that hold permanent club charters from previous Acts. These have been carried over to the new regime.

Holders of club licences may sell or supply alcohol only to authorised customers. An 'authorised customer' is defined in the Act as:

- a) A member of the club concerned; or,
- b) On the premises at the invitation of, and is accompanied by, a member of the club concerned; or,
- c) An 'authorised visitor', which means a member of some other club with which the club concerned has an arrangement for reciprocal visiting rights for members.

5.3.1 Maximum Trading Hours

The maximum trading hours for club licence premises in the Dunedin district shall not exceed the following:

- Sunday to Thursday 10am to 11pm
- Fridays and Saturdays 10am to 12 midnight.

5.3.2 Discretionary Conditions – Section 110 and Section 116

The DLC will apply conditions in accordance with section 110(1) of the Act on any club licence, including but not limited to the following:

- provision and promotion of food and low and non-alcoholic beverages
- the steps proposed by the licensee in the application for the licence aimed at promoting the responsible consumption of alcohol
- the promotion of alternative transport options.

Pursuant to section 117 of the Act, the DLC may include any other condition that is reasonable and not inconsistent with the Act, including but not limited to:

- security arrangements for the premises (*e.g., door staff, CCTV, lighting*)
- steps to promote/ensure the safe and responsible sale, supply, and consumption of alcohol on the premises
- prevention of intoxication – the identification and management of intoxicated people (*including the location of 'safe' area in the premises*)
- management of multiple drinks purchased and consumed on the premises (*including shots*)
- management of violent or aggressive people and/or volatile situations
- steps to prevent the sale and supply of alcohol to prohibited people, e.g., people under 18 years of age intoxicated people
- the limitation of the exposure of children to 'alcohol' messages
- a requirement to have a certified manager present in a club when there are 50 or more people present in the bar or after a set time, depending on the nature of the club. For example, a rugby club may require a certified manager to be present after 5.00 pm.

5.3.3 Returned and Services' Association (RSA)

RSA Clubs are established for the enjoyment of returned servicemen and Anzac Day is set aside to honour the memory of those who served their country.

The DLC will include early trading hours on Anzac Day as part of the licence to allow RSA Clubs to open early for members after the commemoration services.

6.0 SPECIAL LICENCES

Special licences may be obtained to allow the sale and/or consumption of alcohol at events or occasions on premises that are either unlicensed or are licensed but they wish to operate outside the normal conditions of the licence, for example extending their trading hours or the licensed area.

A special licence **may not** be used to allow a premises to carry on trading when they should otherwise be closed, for example, on the restricted days of Good Friday, Easter Sunday, Christmas Day and before 1pm on Anzac Day.

On-site special licences are granted when the alcohol is bought and consumed at the event or occasion. Common examples include wedding receptions held at unlicensed locations, clubs that

allow their premises to be used for activities unrelated to the club or an on-licence premises using a space not covered by the licence.

Special licences can also be granted to a manufacturer, distributor, importer, or wholesaler of alcohol, for **off-site** sales where the alcohol bought under the special licence is consumed at some other place. For example, off-site special licenses may be issued for markets and fairs.

An 'event' is described as an occasion and a gathering and may include a series of events. It has been held that while an event is not necessarily special, the licence grants the licensee the privilege of being able to sell and supply alcohol.

The Dunedin DLC will consider the following criteria when determining whether or not an 'event' qualifies for a special licence:

- the nature of the event or occasion
- that the true purpose for the function is other than the mere enjoyment of bar facilities. For example, guests at a wedding or people with a special interest in a sports game
- that attendance is by invitation, pre-purchased ticket or payment on entry
- that the alcohol is ancillary to the purpose of the event
- that people attending will see a difference between the event ambience and a normal trading day (applies mainly to premises extending their normal licence)
- the extent of the planning – the less organised the greater the likelihood the planning was an after-thought to the application for the special licence therefore the 'special nature' of the proposed event may be doubtful
- regularity is not necessarily a disqualifying feature.

There are occasions in Dunedin when an event is of a scale that it is deemed to be 'special' for the city as a whole. Examples of these are test matches and music shows held at the Forsyth Barr Stadium, New Year's Eve celebrations and the ID Fashion week. The DLC will generally, on those occasions, grant special licences to those wishing to make the most of these occasions. However, each application will be treated on its merits.

Occasionally there are events happening in other parts of the country, or world, that are televised and may hold appeal for local people. The DLC will consider these applications according to the above-mentioned criteria.

When the applicant is from a licensed premises, there will generally need to be a separation between normal bar activities and the event for which the special licence is granted. For example, there may be an expectation that the premises is closed for a period prior to the event starting.

6.1 Considering an application

The impact on the community is a prime consideration when assessing any application.

It is expected that the applicant will have considered the impact on the neighbouring area and will include a plan of how any negative effects will be mitigated.

When considering an application for a special licence, the Committee is conscious of the fact that the licence is of a short duration, but it must still consider the impact of the event on the amenity and good order of the location.

If the application is for a large-scale event, an **Event Management Plan** will be required. The Plan will detail how the organisers will manage security, monitor the sale and consumption of alcohol, and how they will address any concerns of the local residents and public health and safety concerns, for example, noise and traffic movements.

6.2 Maximum Trading Hours

Special licences for unlicensed premises will usually be restricted to 1am on the day following the start of the event. If there are multiple days covered by the special licence the restriction will apply on each of the days. In exceptional circumstances the DLC may grant greater hours.

For premises already holding an on or club licence, special licences will be granted only for the maximum hours for that kind of premises as stipulated in this LAP. If the current hours are already at the maximum, greater hours will be granted only in exceptional circumstances as determined by the DLC.

6.3 Conditions

The DLC will apply conditions to special licences issued by the DLC relating to:

- the days on which and the hours during which alcohol may be sold and supplied
- any designation that shall apply
- the people, or kinds of people, able to be served
- provision and promotion of food and low and non-alcoholic beverages
- the place or places on the premises at which water is to be freely available
- restricting the types of containers used for the sale or supply of alcohol
- promotion of alternative transport options
- exclusion of the public
- any reasonable condition consistent with the object of the Act.

6.4 Management of Special Licensed Events

A special licence requires a certified manager to be present.

However, if the DLC is satisfied the event is low risk and the named person has some experience, they may waive the requirement to have a certified manager present.

6.5 Multiple Events on One Special Licence

The Act allows the DLC to grant a special licence for a series of events or occasions. The DLC will require the multiple events named in a special licence application to be related in some way. Examples include a theatre group performing several performances over several days or an organisation holding a series of quiz nights.

7.0 REVIEW OF LOCAL ALCOHOL POLICY

Section 97 of the Act requires this policy to be reviewed no later than six (6) years after it comes into force.

The LAP will not cease to have effect when it is undergoing the review process.

DRAFT

DEFINITIONS

Act – the Sale and Supply of Alcohol Act 2012.

Alcohol-related harm – harm caused by the excessive or inappropriate consumption of alcohol, including any crime, damage, death, disease, disorderly behaviour, illness or injury directly or indirectly caused, or directly or indirectly contributed to, by the excessive or inappropriate consumption of alcohol. This applies to the individual, the community or **society generally**.

ARLA – Alcohol Regulatory and Licensing Authority.

Bar – in relation to a hotel or tavern means any part used principally or exclusively for the sale or consumption of alcohol.

Bottle store – a retail premises where at least 85% of the annual sales revenue comes from the sale of alcohol for consumption somewhere else.

BYO-endorsed on-licence – licensed to allow patrons to bring their own alcohol to a restaurant for consumption with their meal.

Club – a body corporate having as its objective the participation in or promoting a sport or other recreational activity, otherwise than for gain; or is a body corporate whose object is not gain; or, holds permanent club charter.

Club licence – a club licensed to sell and supply alcohol on their premises.

Dine – to consume a substantial meal, that is something other than a snack. For the purposes of the Act, one may only consume alcohol in the period of one hour before and after a substantial meal on any Restricted Day.

DLC – District Licensing Committee comprising a chairperson and two community members.

Education facility – any early childhood facility, school or tertiary institution.

Entertainment – an activity involving a live performance intended to entertain patrons.

Environment – the social, economic, aesthetic and cultural conditions that affect the amenity values of the people and their communities.

Event – an occasion and a gathering and may include a series of events.

Grocery store – a premises where a range of food products and other household items is sold but the principal business carried on is or will be the sale of food products.

Health facility – a premises from which medical and psychological services are provided.

Hotel – a premises providing lodging as well as alcohol, meals and refreshments for consumption on the premises.

Large-scale event – an event with an anticipated patronage of more than 150 people. However, a common-sense approach will be taken by the Committee which will consider the purpose of the event, the likely patronage, duration and location.

Licensing Inspector/Inspector – an inspector appointed pursuant to section 197(1) of the Sale and Supply of Alcohol Act 2012.

Metropolitan area – the area associated with and surrounding Dunedin's main urban area (see Schedule 1).

Off-licence – licensed to sell, supply and deliver alcohol for consumption away from the premises.

On-licence – licensed to sell and supply alcohol for consumption on the premises.

Playground – any outdoor area provided for children to play in and will usually contain various activity apparatuses.

Prohibited people – people who are under 18 years of age or who are intoxicated.

Recreational facility – any sporting complex, including swimming pools.

Remote area - an area associated with and surrounding small communities (see Schedule 2)

Restaurant/café – a premises that is used, or intended to be used, principally for the supply of meals or snacks for consumption on the premises.

Restricted area – people under the age of 18 years may **not** enter.

Restricted days – Good Friday, Easter Sunday, Christmas Day and before 1.00 pm on Anzac Day.

Safe area – an area within a premises where an intoxicated person can be taken and observed until such time as alternative care and/or transport can be arranged.

Secretary of the DLC - the title applied to the principal administrative officer of the Dunedin City Council by the Act.

Sensitive facility – any educational or recreational facility or playground likely to attract predominantly young people under the legal purchase age, any health facility, marae, and places of worship.

Series of events or special occasions – a series of related events or occasions.

Special licence – a ‘temporary’ licence allowing the holder to sell and supply alcohol at an event or special occasion. An on-site special licence applies to sale for consumption at the event or special occasion. An off-site special licence allows sales of alcohol for consumption away from the event or special occasion.

Supermarket – a premises with a floor area of at least 1000m² which includes any separate departments set aside for fresh meat, fresh fruit and vegetables, and delicatessen items.

Supervised area – people under the age of 18 years may only be present if accompanied by their parent(s) or legal guardian.

Tavern/pub – a premises used or intended to be used in the course of their business principally for providing alcohol and other refreshments to the public.

Temporary authority – an order granted by the DLC authorising a person or company to trade ‘on the back’ of an existing licence when a business changes ownership. The holder of a temporary authority is subject to the conditions on the underlying licence and or any other the DLC may impose.

Young person – under 18 years old.

Schedule 1 – Proposed Off-licence Moratorium Area



Schedule 2 – Metropolitan Residential Areas

Dunedin City
 Green Island
 Mosgiel
 Port Chalmers

Schedule 3 – Remote Areas

Brighton
 Hyde
 Karitane
 Macandrew Bay
 Middlemarch
 Outram
 Portobello
 Warrington
 Waitati
 Waikouaiti

Relevant Legislation:	Sale and Supply of Alcohol Act 2012
Associated Documents:	<p>INFORMATION REFERENCES</p> <p>The references cited in the Local Alcohol Policy do not form part of the policy. They contain information to help users understand the rationale for the policy. The references may be updates at any time.</p> <ol style="list-style-type: none"> 1. <i>“Alcohol related Presentations to Dunedin Hospital’s Emergency Department: January to December 2019”</i>, Public Health Service of Southern DHB, September 2020 2. Kypri, K., Bell, M L., Hay, G C., Baxter, J., <i>“Alcohol outlet density and university student drinking: a national study”</i> [2008] 103 Addiction 1131 at 1138; Livingston, M., <i>“A Longitudinal Analysis of Alcohol Outlet Density and Assault”</i> [2008] 32 Alcoholism: Clinical and Experimental research 1074 3. Statistics New Zealand, Age Distribution, 2023 Census 4. Kypri, K., Langley, J., Whigham, P A., and Wiggers, J., (2005) <i>Geospatial aspects of alcohol-related harm in New Zealand</i>. In: 17th Annual Colloquium of the Spatial Information Research Centre (SIRC 2005: A Spatio-temporal Workshop), 24-25 November 2005, Dunedin, New Zealand, p. 149

DUNEDIN LOCAL ALCOHOL POLICY (LAP)

1.0 INTRODUCTION

1.1 Purpose

The Dunedin Local Alcohol Policy (LAP) seeks to balance the statutory requirements and object of the Sale and Supply of Alcohol Act (the Act), with meeting the reasonable needs of residents and businesses, and the city's desire to support vibrant, sustainable and resilient communities. The LAP emphasises the role of safe and responsibly-managed drinking environments in achieving this outcome.

This LAP will provide guidance to the District Licensing Committee (DLC) and to the Alcohol Regulatory and Licensing Authority (ARLA), setting expectations about aspects of the sale and supply of alcohol in Dunedin. Both entities must have regard to the content of any relevant LAP when making decisions under the Act.

1.2 The National Context

In New Zealand, alcohol is a legal drug and its production, consumption and availability is widespread. Alcohol is not, however, an ordinary consumer product – it is an addictive psychoactive substance – and excessive or inappropriate consumption results in considerable harm both to individuals and to the wider community.

In 2012, the Government passed the Sale and Supply of Alcohol Act, thereby establishing a new national framework regulating the sale and supply of alcohol. The object of this legislation is twofold:

- 1 – the sale, supply, and consumption of alcohol should be undertaken safely and responsibly; and,
- 2 – the harm caused by the excessive or inappropriate consumption of alcohol should be minimised.

Harm is defined broadly by the Act, and includes –

- (a) any crime, damage, death, disease, disorderly behaviour, illness, or injury, directly or indirectly caused, or directly or indirectly contributed to, by the excessive or inappropriate consumption of alcohol; and
- (b) any harm to society generally or the community, directly or indirectly caused, or directly or indirectly contributed to, by any crime, damage, death, disease, disorderly behaviour, illness, or injury of a kind described in paragraph (a).

Establishment of the new framework has empowered the Dunedin City Council, in consultation with the community, to develop a LAP that is responsive to local alcohol-related challenges.

The Act is prescriptive about the aspects of sale and supply of alcohol that a Local Alcohol Policy can influence:

- further restrictions on the default **maximum trading hours** set by the Act
- limits on the **location** of licensed premises in particular areas or near certain types of facilities
- limits on the **density** of licensed premises in particular areas
- imposition of **conditions** on types of licences
- recommendations on **discretionary conditions** for licences.

1.3 The Local Context

Dunedin's alcohol-related challenges result largely from the city's unique geography and its demographics.

Dunedin has a compact urban core with the location of a high proportion of the city's licensed premises clustered around the Octagon in the Central Business District (CBD). The Octagon operates as the main hospitality hub for the late night economy – concentrating both vibrancy

Dunedin's Local Alcohol Policy

and the problems associated with evening drinking. As the country's second largest city by land area, Dunedin also has smaller suburban and rural centres serving more isolated communities, where licensed premises serve an important social function.

Dunedin Police have stated that the CBD is the primary area for alcohol-related calls for service. Calls to fights, disorder, assaults and breaches of the peace are the most common.

As a tertiary education hub, the city is home to proportionately more 15 – 24 year olds than other New Zealand centres. These young people arrive in Dunedin just as they reach the age that they are legally able to purchase alcohol (18 years), and at a time when they are seeking opportunities to meet and socialise with other young people. Student accommodation is clustered in the North Dunedin area which immediately surrounds the tertiary institutions, with student parties in the area acting as a magnet for non-students. This combination makes the city's young people particularly vulnerable to hazardous drinking and alcohol-related harm.

- Dunedin Hospital reports that the highest numbers of alcohol-related presentations occur between 12 midnight and 4am with the 18 – 24 year age group the most commonly represented¹.
- The Otago region has a higher rate of alcohol-related hospital admissions for young people (15-24 year old age group) than other Southern District Health Board regions.

The city also faces challenges that are a function of nation-wide issues – New Zealand's drinking culture, and a historically loose regulatory regime.

Analysis of police data indicates that:

- as the night becomes later, offences become more serious and the age of offenders increases
- 73% of those arrested for violence offences and 93% arrested for disorderly offences were affected by alcohol
- about 76% of alcohol purchased is consumed in off-licence settings for drinking in situations where there is little or no control.

2.0 LOCATION

While there is no restriction on the location of licensed premises other than defined in the Dunedin District Plan, licences for new hotels, taverns or bottle stores will not generally be granted for a premises that is near to or adjacent to any 'sensitive facility', such as schools and playgrounds (see the glossary for the full definition). Applications for other types of new premises, for example restaurants/cafes, etc, will be considered on a case by case basis.

To avoid any misinterpretation, 'near to or adjacent to' will be defined as being within **100m** of the nearest boundary to the sensitive facility.

In the case of clubs, other than the general restrictions stated above, the licence shall be for a premises that is located on, or is in close proximity to, the ground or facility used by the club.

3.0 OUTLET DENSITY

Research demonstrates that outlet density has a significant influence on alcohol-related harm².

While each licence application is considered on its merits, the DLC must consider the amenity and good order of the area in which the premises is situated, as well as the object of the Act. Outlet density may also be considered so far as the possible impact of the premises at that location on the local environment.

Dunedin does not have many new premises being opened although premises do change ownership. Those that are opening tend to be restaurant/café style premises and are considered a low risk of harm.

North Dunedin has a significantly higher density of young people (18 – 24 year olds) than other parts of the city³. This age group has demonstrated a higher rate of alcohol misuse and abuse when compared to other groups⁴. This will be taken into account when applications from this area are considered by the DLC.

Dunedin's Local Alcohol Policy

4.0 MAXIMUM OCCUPANCY

On-licence and club-licensed premises allow the consumption of alcohol on site. Some of these premises, for example taverns and larger sports clubs, can be prone to overcrowding.

There are two methods of determining maximum occupancy. One is based on the size of the exits from the building and the other on the number of toilet facilities available in the premises. Assistance in determining the maximum number allowed in a building can be obtained from the DCC's Building Services Department, NZ Fire Service or a registered fire engineer. Details can be found in the current New Zealand Building Code and Fire Safety and Evacuation of Buildings Regulations 2006.

The maximum occupancy will be the lesser total as determined by the two methods of calculation.

The maximum number for the premises **must** be clearly displayed beside the alcohol licence.

5.0 PREMISES

5.1 On-licence Premises

A premises holding an on-licence can sell and supply alcohol to patrons for consumption on those premises. Examples include hotels, taverns/pubs, restaurants and cafés.

On-licences can also be endorsed under section 37 of the Act, which gives restaurants the ability to allow 'bring your own' (BYO); that is, patrons bring their own alcohol to consume with their meals.

While it is a characteristic of on-licensed premises that they provide a controlled environment in which people drink alcohol, some premises have more potential to cause harm than others. Hotels and taverns/pubs attract people for the purpose of consuming alcohol and are therefore more likely to be the source of alcohol-related harm than restaurants and cafes where food and dining is their mainstay.

The DLC must consider the style of premises when trading hours and other conditions are considered.

Some licensees may have separate permission from the DCC to use the footpath space in front of their premises to allow patrons to sit and consume alcohol. This activity is predominantly in the central city but there are other areas where licensees allow patrons to make use of outdoor public space.

5.1.1 Maximum Trading Hours

The holder of an on-licence must ensure no alcohol is sold or supplied on the premises on the sacrosanct days unless the person is on the premises to dine.

Subject to sections 46 (no sales outside permitted trading hours) and 47 (sacrosanct days) of the Act, the following maximum trading hours will apply:

On-licence Premises: Maximum Trading Hours

On-licence in or adjacent to metropolitan residential areas (listed in Schedule 1)	Sunday to Thursday 9am to 11pm Fridays and Saturdays 9am to 12 midnight
On-licence in non-residential areas – hotels and taverns/pubs	Monday to Sunday 8am to 3am the following day • 2.30 am one-way door
On-licence in non-residential areas – restaurants/cafes	Monday to Sunday 8am to 1am the following day
On-licence in non-residential areas – entertainment premises	Monday to Sunday 5pm to 4am the following day Premises will be required to have: • Live entertainment • Door charge • 2.30am one-way door.
On-licence in remote areas (listed in Schedule 2)	Monday to Sunday 8am to 2am the following day

5.1.2 Discretionary Conditions – Section 110

The DLC may impose further conditions on any on-licence in accordance with section 110(1) of the Act relating to the following:

- the restrictions relating to the sacrosanct days (see the glossary for the full definition)
- any one-way door that shall apply
- any designation that shall apply
- the people, or kinds of people, to be served
- provision and promotion of food and low and non-alcoholic beverages
- promotion of alternative transport options.

5.1.3 Discretionary Conditions – Section 117

Under section 117 of the Act the DLC may include any other condition that is reasonable and not inconsistent with the Act, including, but not limited to -

- the management of any outside area – including the use of public space where applicable
- the management of queues when/if they form outside the premises
- security arrangements for the premises (*e.g. door staff, CCTV, lighting*)
- the management of BYO alcohol to a premises. The DLC may consider it appropriate to ask for a 'Premises Management Plan' to address the following: steps proposed to promote/ensure the safe and responsible sale, supply and consumption of alcohol on the premises, specifically
 - prevention of intoxication – the identification of and management of intoxicated people (*including the location of any 'safe area' on the premises*)
 - management of multiple drinks purchased and consumed on the premises (including shots)
 - management of violent or aggressive people and/or volatile situations
- steps proposed to prevent the sale and supply of alcohol to prohibited people. E.g., people under 18 years of age, intoxicated people
- the types of promotions likely to be used to attract patrons to the premises
- how it is proposed to limit the exposure of children to 'alcohol-related' advertising and promotions.

5.2 Off-licence premises

A premises holding an off-licence is one where people can purchase alcohol for consumption away from those premises. The licensee can also supply alcohol free, as a sample, for

Dunedin's Local Alcohol Policy

consumption on the premises. Examples of off-licence premises include bottle stores, supermarkets and grocery stores.

Off-licences can also be granted to remote sellers, that is, companies that take orders via the internet, facsimile or telephone, and the alcohol is delivered to the buyer.

5.2.1 Maximum Trading Hours

All off-licence premises are prohibited from making sales or supplying alcohol on the sacrosanct days.

An exception to Easter Sunday applies to grape, fruit or vegetable wine made on the premises or where the produce is grown on the land on which the premises is situated. An example of this would be a vineyard.

The maximum trading hours for all off-licence premises in the Dunedin district shall not exceed the following:

- Monday to Sunday 7 am to 10 pm

5.2.2 Discretionary Conditions – Section 116

Further to the conditions that must be imposed under section 116(2) of the Act the DLC may impose further conditions on any off-licences in accordance with section 116(1)(a), (b) or (c) of the Act relating to the following:

- steps to promote/ensure supply of alcohol to prohibited people does not occur e.g. people under the age of 18 years and intoxicated people.
- the types of alcohol to be sold from premises issued an off-licence pursuant to section 34. In the case of supermarkets and/or grocery stores reference should be had to section 58 of the Act.

5.2.3 Discretionary Conditions – Section 117

The DLC may include any other condition that is reasonable and not inconsistent with the Act and including, but are not limited to:

- security arrangements for the premises (e.g. CCTV, lighting) appropriate to the type of premises.
- the restrictions relating to the sacrosanct days in accordance with section 48
- any designation that shall apply.

5.3 Club licence premises

A club is a 'body corporate' that has as its object the participation in, or promotion of, any sport or other recreational activity for anything other than gain. A club can also be a 'body corporate' whose object is something other than gain.

There are some clubs that hold permanent club charters from previous Acts. These have been carried over to the new regime.

Holders of club licences may sell or supply alcohol only to 'authorised customers'. An 'authorised customer' is defined in the Act as:

- a) A member of the club concerned; or,
- b) On the premises at the invitation of, and is accompanied by, a member of the club concerned; or,
- c) An 'authorised visitor', which means a member of some other club with which the club concerned has an arrangement for reciprocal visiting rights for members.

5.3.1 Maximum Trading Hours

The maximum trading hours for club licence premises in the Dunedin district shall not exceed the following:

- Sunday to Thursday 10am to 11pm
- Fridays and Saturdays 10am to 12 midnight.

5.3.2 Discretionary Conditions – Section 110 and Section 116

- The DLC may apply conditions in accordance with section 110(1) of the Act on any club licence, including but not limited to the following: provision and promotion of food and low and non-alcoholic beverages
- the steps proposed by the licensee in the application for the licence aimed at promoting the responsible consumption of alcohol
- the promotion of alternative transport options.

Pursuant to section 117 the DLC may include any other condition that is reasonable and not inconsistent with the Act, including but not limited to:

- security arrangements for the premises (*e.g. door staff, CCTV, lighting*)
- steps to promote/ensure the safe and responsible sale, supply and consumption of alcohol on the premises:
 - prevention of intoxication – the identification of and management of intoxicated people (*including the location of 'safe' areas in the premises*)
 - management of multiple drinks purchased and consumed on the premises (*including shots*)
 - management of violent or aggressive people and/or volatile situations
- steps to prevent the sale and supply of alcohol to prohibited people, e.g. people under 18 years of age, intoxicated people
- the limitation of the exposure of children to 'alcohol' messages.

5.3.3 Returned and Services' Association (RSA)

RSA Clubs are established for the enjoyment of returned servicemen and Anzac Day is set aside to honour the memory of those who served their country.

The DLC will include early trading hours on Anzac Day as part of the licence to allow RSA Clubs to open early for members after the commemoration services.

6.0 SPECIAL LICENCES

Special licences may be obtained to allow the sale and/or consumption of alcohol at events or occasions on premises that are either unlicensed, or are licensed but they wish to operate outside the normal conditions of the licence, for example extending their trading hours or the licensed area.

A special licence **may not** be used to allow a premises to carry on trading when they should otherwise be closed, for example, on the sacrosanct days of Good Friday, Easter Sunday, Christmas Day and before 1pm on Anzac Day.

On-site special licences are granted when the alcohol is bought and consumed at the event or occasion. Common examples include wedding receptions held at unlicensed locations, clubs that allow their premises to be used for activities unrelated to the club or an on-licence premises using a space not covered by the licence.

Special licences can also be granted for **off-site** sales where the alcohol bought under the special licence is consumed at some other place, for example markets and fairs.

An 'event' is described as an occasion and a gathering, and may include a series of events. It has been held that while an event is not necessarily special, the licence grants the licensee the privilege of being able to sell and supply alcohol.

The Dunedin DLC will consider the following criteria when determining whether or not an 'event' qualifies for a special licence:

- the nature of the event or occasion
- that the true purpose for the function is other than the mere enjoyment of bar facilities. For example, guests at a wedding or people with a special interest in a sports game
- that attendance is by invitation, pre-purchased ticket or payment on entry
- that the alcohol is ancillary to the purpose of the event
- that people attending will see a difference between the event ambience and a normal trading day (applies mainly to premises extending their normal licence)
- the extent of the planning – the less organised the greater the likelihood the planning was an after-thought to the application for the special licence therefore the 'special nature' of the proposed event may be doubtful
- regularity is not necessarily a disqualifying feature.

There are occasions in Dunedin when an event is of a scale that it is deemed to be 'special' for the city as a whole. Examples of these are test matches held at the Forsyth Barr Stadium, New Year's Eve celebrations and the ID Fashion week. The DLC will generally, on those occasions, grant special licences to those wishing to make the most of these occasions. However, each application will be treated on its merits.

Occasionally there are events happening in other parts of the country, or world that are televised and may hold appeal for local people. The DLC will consider these applications according to the above-mentioned criteria.

When the applicant is from a licensed premises, there will generally need to be a separation between normal bar activities and the event for which the special licence is granted. For example, there may be an expectation that the premises is closed for a period prior to the event starting.

6.1 Considering an application

The impact on the community is a prime consideration when assessing any application.

It is expected that the applicant will have considered the impact on the neighbouring area and will include a plan of how any negative effects will be mitigated.

When considering an application for a special licence, the Committee is conscious of the fact that the licence is of a short duration but it must still consider the impact of the event on the amenity and good order of the location.

If the application is for a large-scale event, an **Event Management Plan** may be required. The Plan will detail how the organisers will manage security, monitor the sale and consumption of alcohol, and how they will address any concerns of the local residents and public health concerns, for example, noise and traffic movements.

6.2 Maximum Trading Hours

Special licences for unlicensed premises will usually be restricted to 1am on the day following the start of the event. If there are multiple days covered by the special licence the restriction will apply on each of the days. In exceptional circumstances the DLC may grant greater hours.

For premises already holding an on or club licence, special licences will be granted only for the maximum hours for that kind of premises as stipulated in this LAP. If the current hours are already at the maximum, greater hours will be granted only in exceptional circumstances as determined by the DLC.

6.3 Conditions

The DLC will apply conditions to special licences issued by the DLC relating to:

- the days on which and the hours during which alcohol may be sold and supplied
- any designation that shall apply
- the people, or kinds of people, able to be served
- provision and promotion of food and low and non-alcoholic beverages
- the place or places on the premises at which water is to be freely available
- restricting the types of containers used for the sale or supply of alcohol
- promotion of alternative transport options
- exclusion of the public
- any reasonable condition consistent with the object of the Act.

6.4 Management of Special Licensed Events

A special licence requires a certified manager to be present.

However, if the DLC is satisfied the event is low risk and the named person has some experience, they may waive the requirement to have a certified manager present.

6.5 Multiple Events on One Special Licence

The Act allows the DLC to grant a special licence for a series of events or occasions. The DLC will require the multiple events named in a special licence application to be related in some way. Examples include a theatre group performing several performances over several days or an organisation holding a series of quiz nights.

7.0 REVIEW OF LOCAL ALCOHOL POLICY

Section 97 of the Act requires this policy to be reviewed no later than six (6) years after it comes in to force.

The LAP will not cease to have effect when it is undergoing the review process.

GLOSSARY

Act – the Sale and Supply of Alcohol Act 2012.

Alcohol-related harm – harm caused by the excessive or inappropriate consumption of alcohol, including any crime, damage, death, disease, disorderly behaviour, illness or injury directly or indirectly caused, or directly or indirectly contributed to, by the excessive or inappropriate consumption of alcohol. This applies to the individual, the community or **society generally**.

ARLA – Alcohol Regulatory and Licensing Authority.

Bar – in relation to a hotel or tavern means any part used principally or exclusively for the sale or consumption of alcohol.

Bottle store – a retail premises where at least 85% of the annual sales revenue comes from the sale of alcohol for consumption somewhere else.

BYO-endorsed on-licence – licensed to allow patrons to bring their own alcohol to a restaurant for consumption with their meal.

Club – a body corporate having as its objective the participation in or promoting a sport or other recreational activity, otherwise than for gain; or, is a body corporate whose object is not gain; or, holds permanent club charter.

Club licence – a club licensed to sell and supply alcohol on their premises.

Dine – to consume a substantial meal, that is something other than a snack. For the purposes of the Act, one may only consume alcohol in the period of one hour before and after a substantial meal on any Sacrosanct Day.

DLC – District Licensing Committee comprising a chairperson and two community members.

Education facility – any early childhood facility, school or tertiary institution.

Entertainment – an activity involving a live performance intended to entertain patrons.

Environment – the social, economic, aesthetic and cultural conditions that affect the amenity values of the people and their communities.

Event – an occasion and a gathering, and may include a series of events.

Grocery store – a premises where a range of food products and other household items is sold but the principal business carried on is or will be the sale of food products.

Health facility – a premises from which medical and psychological services are provided.

Hotel – a premises providing lodging as well as alcohol, meals and refreshments for consumption on the premises.

Large-scale event – an event with an anticipated patronage of more than 150 people. However, a common sense approach will be taken by the Committee which will consider the purpose of the event, the likely patronage, duration and location.

Licensing Inspector/Inspector – an inspector appointed pursuant to section 197(1) of the Sale and Supply of Alcohol Act 2012.

Metropolitan area – the area associated with and surrounding Dunedin's main urban area (see Schedule 1).

Off-licence – licensed to sell, supply and deliver alcohol for consumption away from the premises.

On-licence – licensed to sell and supply alcohol for consumption on the premises.

Playground – any outdoor area provided for children to play in and will usually contain various activity apparatuses.

Prohibited people – people who are under 18 years of age or who are intoxicated.

Recreational facility – any sporting complex, including swimming pools.

Remote area – an area associated with and surrounding small communities (see Schedule 2)

Restaurant/café – a premises that is used, or intended to be used, principally for the supply of meals or snacks for consumption on the premises.

Dunedin's Local Alcohol Policy

Restricted area – people under the age of 18 years may **not** enter.

Sacrosanct days – Good Friday, Easter Sunday, Christmas Day and before 1.00 pm on Anzac Day.

Safe area – an area within a premises where an intoxicated person can be taken and observed until such time as alternative care and/or transport can be arranged.

Secretary of the DLC - the title applied to the principal administrative officer of the Dunedin City Council by the Act.

Sensitive facility – any educational or recreational facility or playground likely to attract predominantly young people under the legal purchase age and any health facility.

Series of events or special occasions – a series of related events or occasions.

Special licence – a 'temporary' licence allowing the holder to sell and supply alcohol at an event or special occasion. An on-site special licence applies to sale for consumption at the event or special occasion. An off-site special licence allows sales of alcohol for consumption away from the event or special occasion.

Supermarket – a premises with a floor area of at least 1000m² which includes any separate departments set aside for fresh meat, fresh fruit and vegetables, and delicatessen items.

Supervised area – people under the age of 18 years may only be present if accompanied by their parent(s) or legal guardian.

Tavern/pub – a premises used or intended to be used in the course of their business principally for providing alcohol and other refreshments to the public.

Temporary authority – an order granted by the DLC authorising a person or company to trade 'on the back' of an existing licence when a business changes ownership. The holder of a temporary authority is subject to the conditions on the underlying licence and or any other the DLC may impose.

Young person – under 18 years old.

Schedule 1 – Metropolitan Residential Areas

Dunedin City
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Mosgiel
Port Chalmers

Schedule 2 – Remote Areas

Brighton
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Macandrew Bay
Middlemarch
Outram
Portobello
Warrington
Waitati
Waikouaiti

Dunedin's Local Alcohol Policy

INFORMATION REFERENCES

The references cited in the Local Alcohol Policy do not form part of the policy. They contain information to help users understand the rationale for the policy. The references may be updated at any time.

1. "The Impact of Alcohol on the Health of Southern Communities", Public Health South, July 2013
2. Kypri, K., Bell, M L., Hay, G C., Baxter, J., "Alcohol outlet density and university student drinking: a national study" [2008] 103 *Addiction* 1131 at 1138; Livingston, M., "A Longitudinal Analysis of Alcohol Outlet Density and Assault" [2008] 32 *Alcoholism: Clinical and Experimental research* 1074
3. Statistics New Zealand, Age Distribution, 2013 Census
4. Kypri, K., Langley, J., Whigham, P A., and Wiggers, J., (2005) *Geospatial aspects of alcohol-related harm in New Zealand*. In: 17th Annual Colloquium of the Spatial Information Research Centre (SIRC 2005: A Spatio-temporal Workshop), 24-25 November 2005, Dunedin, New Zealand, p. 149

Stakeholders consulted

Mirror Services
Know Your Stuff
St John Ambulance
Health NZ Southern
University of Otago
Proctor
ADL NZ
Students for Sensible Drug Policy Ōtepoti Dunedin
Otago University Students' Association/Otago Polytechnic Students' Association
Police
DCC
ACC
Hospitality NZ

GIFT OF LAND AT PORTOBELLO FROM THE OTAGO PENINSULA AGRICULTURAL AND PASTORAL SOCIETY

Department: Parks and Recreation

EXECUTIVE SUMMARY

- 1 This report deals with the gifting of approximately 1.1735 hectares of land owned by The Otago Peninsula Agricultural and Pastoral Society (the Society) to the Council. This land is shown on Attachment A (the Land).
- 2 Negotiations to transfer ownership of the Land to the Council started in 2019 and have been formalised in an Agreement for Sale and Purchase executed on 8 July 2024 that records the terms for the land transfer to the Council (the Agreement). A copy of the Agreement is attached as Attachment B.
- 3 The Agreement is conditional on the elected Council:
 - a. Approving the terms of the Agreement;
 - b. Passing a resolution to declare the property as a reserve under section 14 of the Reserves Act 1977;
 - c. Passing a resolution to classify the property as a recreation reserve under section 16 of the Reserves Act 1977; and
 - d. Notifying the Society in writing of the approval within one year from the date of the Agreement.
- 4 The Agreement entitles the elected Council to grant or withhold its approval at its discretion and without giving any reason.

RECOMMENDATIONS

That the Council:

- a) **Notes** the information contained in this Report
- b) **Approves** the terms of the Agreement for Sale and Purchase executed between The Otago Peninsula Agricultural and Pastoral Society and the Council and accepts the gift of land.
- c) **Authorises** the public notification of Council's intention to declare the land referred to in the Agreement for Sale and Purchase as a recreation reserve under section 14 of the Reserves Act 1977.

BACKGROUND

- 5 The Society has leased the Land, which adjoins the Portobello Domain, to the Council for recreational purposes since 1 July 2009. That lease included the option for Council to acquire the Land should the Society no longer wish to retain it.
- 6 The Land comprises 11 parcels held in 9 separate land titles and is immediately adjoining the Portobello Domain (see Attachment A). In earlier times the Land was used for community purposes associated with the Society's activities and by the Peninsula Pony Club (now based elsewhere).
- 7 The Society has had declining membership for many years and recognised it no longer had use for the Land.
- 8 The Agreement will see the Land gifted to the Council for a purchase price of \$1.00. The gifting is conditional on the Land:
 - a. Becoming recreation reserve subject to the Reserves Act 1977 for the general benefit of the Portobello community; and
 - b. Council taking all necessary steps to ensure the Land is not used for camping purposes (including freedom camping).
- 9 The Agreement records that the Council will also take ownership of minor improvements on the Land, such as fencing and a shed.

DISCUSSION

- 10 The offer of the gift of Land is considered by officers to be in the best interests of the Society and of the community. The Land will require attention to bring it up to public open space use standards from its present 'horse paddock' condition.
- 11 Accepting the gift of Land will provide a valuable extension to the Portobello Domain it adjoins which is owned and administered by the Council and offers sports fields and a pump track. A potential future use may be for development of a Peninsula Dog Park on part of the Land, although this is yet to be fully considered.
- 12 Before the Council can resolve to declare the Land to be held as recreation reserve, there is a public notification requirement in section 14(2) of the Reserves Act 1977 to be met. Once the public notification process has been completed and the Council has considered all objections (if any), the Council may resolve to:
 - a. Declare the Land as a reserve under section 14(1) of the Reserves Act 1977; and
 - b. Classify the Land as a recreation reserve under section 16(1) of the Reserves Act 1977, under a delegation from the Minister of Conservation.

- 13 Should the Council pass both of these resolutions, the resolutions would then be gazetted and the Council and the Society can proceed to settle the Land gifting.

OPTIONS

Option One – Recommended Option

- 14 This option confirms acceptance for the gifting of the Land and authorises public notification of the intention to declare the Land to be recreation reserve subject to the Reserves Act 1977.

Advantages

- The community benefits from addition of a significant area of land to the Portobello Domain Recreation Reserve and the ability to manage the Land as reserve to enhance the existing range of recreational opportunities in this locality.

Disadvantages

- The Council will be responsible for all costs in relation to the Land.

Option Two – Status Quo

- 15 This would involve either seeking a new lease from the Society (although the Society is winding up) or the land being offered by the Society on the open market.

Advantages

- The Council will not have any costs in relation to the Land.

Disadvantages

- The Portobello Domain Recreation Reserve retains its current form and size, and recreational opportunities in this locality remain somewhat limited.

NEXT STEPS

- 16 If the recommendations above are confirmed, then arrangements will be made to undertake the public notification of the intention to declare the Land to be recreation reserve subject to the Reserves Act 1977 and receive any submissions.

Signatories

Author:	Owen Graham - Senior Leasing and Land Advisor
Authoriser:	Heath Ellis - Acting Group Manager Parks and Recreation Jeanette Wikaira - General Manager Arts, Culture and Recreation

Attachments

	Title	Page
↓A	Aerial photo showing Otago Peninsula A&P Society land to be Gifted to DCC	65
↓B	Executed ASAP The Otago Peninsula Agricultural & Pastoral Society land gift to DCC	66

SUMMARY OF CONSIDERATIONS
Fit with purpose of Local Government

This decision enables democratic local decision making and action by, and on behalf of communities. The recommended option relates to the provision of new land for public recreational use

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"/>	<input type="checkbox"/>
Environment Strategy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Arts and Culture Strategy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 Waters Strategy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Future Development Strategy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Integrated Transport Strategy	<input type="checkbox"/>	<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"/>	<input type="checkbox"/>

Acquiring this land will add to the opportunities for passive and active recreation in this rural setting.

Māori Impact Statement

No known impacts for Māori.

Sustainability

The extension of the Portobello Domain through acquiring the land will provide the ability to consider new recreational activities and uses for the land otherwise not presently possible in this location.

LTP/Annual Plan / Financial Strategy /Infrastructure Strategy

None at this time.

Future uses once identified may require recognition through subsequent LTP or Annual Plans.

Financial considerations

No immediate costs other than those required to effect the transfer of ownership should approval be given to accept the land gifting.

Significance

The decision has been assessed as being of low significance under Council's Significance and Engagement Policy.

Engagement – external

With the Trustees of The Otago Peninsula Agricultural and Pastoral Society

Engagement – internal

Council's Chief Executive Officer, Parks and Recreation Senior Leadership Team and Council's in-house Legal team

Risks: Legal / Health and Safety etc.

There are no material risks associated with the decisions.

SUMMARY OF CONSIDERATIONS

Conflict of Interest

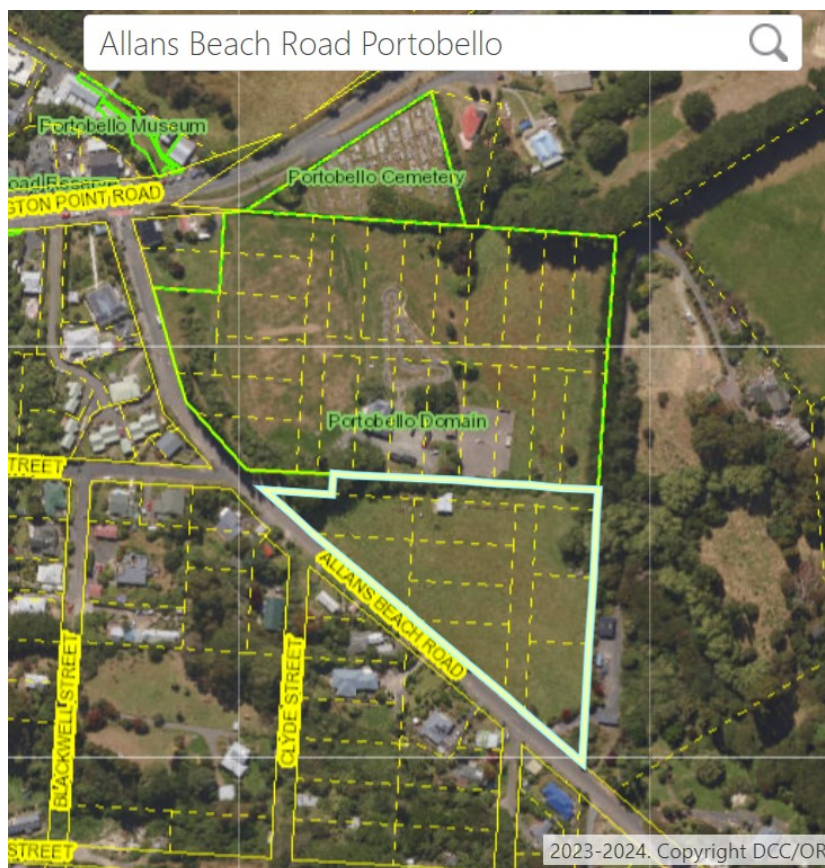
There are no known conflicts of interest.

Community Boards

The land to be gifted is located within the Otago Peninsula Community Board area.
The Community Board is aware of the proposed gift of land and supports the purchase.

Attachment A.

Aerial photo showing 1.1735 hectares approx. of land outlined in cream and owned by The Otago Peninsula Agricultural and Pastoral Society to be gifted to the Council.



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AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

This form is approved by the Real Estate Institute of New Zealand Incorporated and by Auckland District Law Society Incorporated.

DATE:

VENDOR: The Otago Peninsula Agricultural and Pastoral Society

PURCHASER: Dunedin City Council

and/or nominee

The vendor is registered under the GST Act in respect of the transaction and/or will be so registered at settlement: **Yes/No**
If "Yes", Schedule 1 must be completed by the parties.

Purchase price allocation (PPA) is relevant to the parties for income tax and/or GST purposes: Vendor **Yes/No**
If both parties answer "Yes", use of the PPA addendum for this agreement is recommended. Purchaser/Purchaser's Nominee **Yes/No**

PROPERTY

Address: 11 Allans Beach Road, Portobello

Estate: **FREEHOLD**

~~STRATUM-IN-LEASEHOLD~~

~~LEASEHOLD~~

~~CROSS-LEASE (FREEHOLD)~~

~~STRATUM-IN-FREEHOLD~~

~~CROSS-LEASE (LEASEHOLD)~~

If none of the above are deleted, the estate being sold is the first option of freehold.

Legal Description: See attached list

~~Area (more or less):~~

~~Lot/Flat/Unit:~~

~~DP:~~

~~Record of Title (unique identifier):~~

PAYMENT OF PURCHASE PRICE

Purchase price: \$1

Plus GST (if any) OR Inclusive of GST (if any)
If neither is deleted, the purchase price includes GST (if any).
GST date (refer clause 13.0):

Deposit (refer clause 2.0): \$0

Balance of purchase price to be paid or satisfied as follows:

(1) By payment in cleared funds on the settlement date which is: 20 Working Days after the agreement becomes

OR
(2) In the manner described in the Further Terms of Sale: unconditional Interest rate for late settlement: 12 % p.a.

CONDITIONS (refer clause 9.0)

Finance required (clause 9.1): **Yes/No** Finance date:

LIM required (clause 9.3): **Yes/No** LIM date:

Building report required (clause 9.4): **Yes/No** Building report date:

Toxicology report required (clause 9.5): **Yes/No** Toxicology report date:

OIA consent required (clause 9.6): **Yes/No** OIA date (clause 9.8):

Land Act consent required (clause 9.7): **Yes/No** Land Act date (clause 9.8):

TENANCIES

Yes/No

Particulars of any tenancies are set out in Schedule 3 or another schedule attached to this agreement by the parties.

It is agreed that the vendor sells and the purchaser purchases the property, and any chattels listed, on the terms and conditions of this agreement.

Release date: 9 May 2023

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Property List

Record of Title	Legal Description	Area (more or less)
OT8A/574	Section 26 Block VI Portobello Survey District	1338 square metres
OT185/76	Allotment 1-2 Block VI Deposited Plan 10	2150 square metres
OT324/9	Lot 7 Block VI Deposited Plan 10	1012 square metres
OT8A/575	Section 27 Block VI Portobello Survey District	992 square metres
OT312/56	Lot 1 and 2 Block VII Deposited Plan 10	2023 square metres
OT220/89	Allotment 6 Block VI Deposited Plan 10	1012 square metres
OT405/76	Lot 5 Block VI Deposited Plan 10	1004 square metres
OTA1/1440	Lot 3 Block VI Deposited Plan 10	799 square metres
OT8B/525	Lot 3 Block VII Deposited Plan 10	1404 square metres

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GENERAL TERMS OF SALE

1.0 Definitions, time for performance, notices, and interpretation

1.1 Definitions

- (1) Unless the context requires a different interpretation, words and phrases not otherwise defined have the same meanings ascribed to those words and phrases in the Goods and Services Tax Act 1985, the Property Law Act 2007, the Resource Management Act 1991 or the Unit Titles Act 2010.
- (2) "Accessory unit", "owner", "principal unit", "unit", and "unit plan" have the meanings ascribed to those terms in the Unit Titles Act.
- (3) "Agreement" means this document including the front page, these General Terms of Sale, any Further Terms of Sale, and any schedules and attachments.
- (4) "Associated person", "conveyancer", "offshore RLWT person", "residential land purchase amount", "RLWT", "RLWT certificate of exemption" and "RLWT rules" have the meanings ascribed to those terms in the Income Tax Act 2007.
- (5) "Building", "building consent", "code compliance certificate", "commercial on-seller", "compliance schedule" and "household unit" have the meanings ascribed to those terms in the Building Act.
- (6) "Building Act" means the Building Act 1991 and/or the Building Act 2004.
- (7) "Building report date" means the building report date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement.
- (8) "Building warrant of fitness" means a building warrant of fitness supplied to a territorial authority under the Building Act.
- (9) "Cleared funds" means an electronic transfer of funds that has been made strictly in accordance with the requirements set out in the PLS Guidelines.
- (10) "Commissioner" has the meaning ascribed to that term in the Tax Administration Act 1994.
- (11) "Default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the vendor (or where the vendor is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under this agreement but does not include any such sum levied against the vendor (or where the vendor is or was a member of a GST group its representative member) by reason of a default or delay by the vendor after payment of the GST to the vendor by the purchaser.
- (12) "Electronic instrument" has the same meaning as ascribed to that term in the Land Transfer Act 2017.
- (13) "Finance date" means the finance date stated on the front page of this agreement, or if no date is stated, means the tenth working day after the date of this agreement.
- (14) "Going concern", "goods", "principal place of residence", "recipient", "registered person", "registration number", "supply", "taxable activity" and "taxable supply" have the meanings ascribed to those terms in the GST Act.
- (15) "GST" means Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
- (16) "Land Act date" means the Land Act date stated on the front page of this agreement, or if no date is stated, has the meaning described in clause 9.8.
- (17) "Landonline Workspace" means an electronic workspace facility approved by the Registrar-General of Land pursuant to the provisions of the Land Transfer Act 2017.
- (18) "Leases" means any tenancy agreement, agreement to lease (if applicable), lease, sublease, or licence to occupy in respect of the property, and includes any receipt or other evidence of payment of any bond and any formal or informal document or letter evidencing any variation, renewal, extension, review, or assignment.
- (19) "LIM" means a land information memorandum issued pursuant to the Local Government Official Information and Meetings Act 1987.
- (20) "LIM date" means the LIM date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement, taking into account clause 1.1(45)(c).
- (21) "LINZ" means Land Information New Zealand.
- (22) "Local authority" means a territorial authority or a regional council.
- (23) "OIA consent" means consent to purchase the property under the Overseas Investment Act 2005.
- (24) "OIA date" means the OIA date stated on the front page of this agreement, or if no date is stated, has the meaning described in clause 9.8.
- (25) "PLS Guidelines" means the most recent edition, as at the date of this agreement, of the New Zealand Law Society Property Law Section Guidelines, Issued by the New Zealand Law Society.
- (26) "Proceedings" means any application to any court or tribunal or any referral or submission to mediation, adjudication or arbitration or any other dispute resolution procedure.
- (27) "Property" means the property described in this agreement.
- (28) "Purchase price" means the total purchase price stated in this agreement which the purchaser has agreed to pay the vendor for the property and the chattels included in the sale.
- (29) "Purchase price allocation" means an allocation of the purchase price, and (if applicable) any other consideration for the property and the chattels included in the sale, to the property, chattels or any part thereof that affects a person's tax position under the Income Tax Act 2007 and/or the GST Act.
- (30) "Regional council" means a regional council within the meaning of the Local Government Act 2002.
- (31) "REINZ" means the Real Estate Institute of New Zealand Incorporated.
- (32) "Remote settlement" means settlement of the sale and purchase of the property by way of the purchaser's lawyer paying the moneys due and payable on the settlement date directly into the trust account of the vendor's lawyer, in consideration of the vendor agreeing to meet the vendor's obligations under clause 3.8(2), pursuant to the protocol for remote settlement recommended in the PLS Guidelines.
- (33) "Residential (but not otherwise sensitive) land" has the meaning ascribed to that term in the Overseas Investment Act 2005.
- (34) "Rules" means body corporate operational rules under the Unit Titles Act.

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- (35) "Secure web document exchange" means an electronic messaging service enabling messages and electronic documents to be posted by one party to a secure website to be viewed by the other party immediately after posting.
 - (36) "Settlement" means (unless otherwise agreed by the parties in writing) the moment in time when the vendor and purchaser have fulfilled their obligations under clause 3.8.
 - (37) "Settlement date" means the date specified as such in this agreement.
 - (38) "Settlement statement" means a statement showing the purchase price, plus any GST payable by the purchaser in addition to the purchase price, less any deposit or other payments or allowances to be credited to the purchaser, together with apportionments of all incomings and outgoings apportioned at the settlement date.
 - (39) "Tax information" and "tax statement" have the meanings ascribed to those terms in the Land Transfer Act 2017.
 - (40) "Territorial authority" means a territorial authority within the meaning of the Local Government Act 2002.
 - (41) "Title" includes where appropriate a record of title within the meaning of the Land Transfer Act 2017.
 - (42) "Toxicology report date" means the toxicology report date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement.
 - (43) "Unit title" means a unit title under the Unit Titles Act.
 - (44) "Unit Titles Act" means the Unit Titles Act 2010.
 - (45) "Working day" means any day of the week other than:
 - (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday and Labour Day;
 - (b) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
 - (c) a day in the period commencing on the 24th day of December in any year and ending on the 5th day of January (or in the case of the LIM date, ending on the 15th day of January) in the following year, both days inclusive;
 - (d) the day observed as the anniversary of any province in which the property is situated;
 - (e) the day on which a public holiday is observed to acknowledge Matariki, pursuant to the Te Kāhui o Matariki Public Holiday Act 2022; and
 - (f) any other day that the Government of New Zealand declares to be a public holiday.A working day shall be deemed to commence at 9.00 am and to terminate at 5.00 pm.
- 1.2 Unless a contrary intention appears on the front page or elsewhere in this agreement:
- (1) the interest rate for late settlement is equivalent to the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the interest rate for late settlement is payable, plus 5% per annum; and
 - (2) a party is in default if it did not do what it has contracted to do to enable settlement to occur, regardless of the cause of such failure.
- 1.3 Time for Performance
- (1) Where the day nominated for settlement or the fulfilment of a condition is not a working day, then the settlement date or the date for fulfilment of the condition shall be the last working day before the day so nominated.
 - (2) Any act done pursuant to this agreement by a party, including service of notices, after 5.00 pm on a working day, or on a day that is not a working day, shall be deemed to have been done at 9.00 am on the next succeeding working day.
 - (3) Where two or more acts done pursuant to this agreement, including service of notices, are deemed to have been done at the same time, they shall take effect in the order in which they would have taken effect but for clause 1.3(2).
- 1.4 Notices
- The following apply to all notices between the parties relevant to this agreement, whether authorised by this agreement or by the general law:
- (1) All notices must be served in writing.
 - (2) Any notice under section 28 of the Property Law Act 2007, where the purchaser is in possession of the property, must be served in accordance with section 353 of that Act.
 - (3) All other notices, unless otherwise required by the Property Law Act 2007, must be served by one of the following means:
 - (a) on the party as authorised by sections 354 to 361 of the Property Law Act 2007, or
 - (b) on the party or on the party's lawyer:
 - (i) by personal delivery; or
 - (ii) by posting by ordinary mail; or
 - (iii) by email; or
 - (iv) in the case of the party's lawyer only, by sending by document exchange or, if both parties' lawyers have agreed to subscribe to the same secure web document exchange for this agreement, by secure web document exchange.
 - (4) In respect of the means of service specified in clause 1.4(3)(b), a notice is deemed to have been served:
 - (a) in the case of personal delivery, when received by the party or at the lawyer's office;
 - (b) in the case of posting by ordinary mail, on the third working day following the date of posting to the address for service notified in writing by the party or to the postal address of the lawyer's office;
 - (c) in the case of email:
 - (i) when sent to the email address provided for the party or the party's lawyer on the back page; or
 - (ii) any other email address notified subsequently in writing by the party or the party's lawyer (which shall supersede the email address on the back page); or
 - (iii) if no such email address is provided on the back page or notified subsequently in writing, the office email address of the party's lawyer's firm appearing on the firm's letterhead or website;
 - (d) in the case of sending by document exchange, on the second working day following the date of sending to the document exchange number of the lawyer's office;
 - (e) in the case of sending by secure web document exchange, on the first working day following the date of sending to the secure web document exchange.
 - (5) Any period of notice required to be given under this agreement shall be computed by excluding the day of service.

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1.5 Interpretation and Execution

- (1) If there is more than one vendor or purchaser, the liability of the vendors or of the purchasers, as the case may be, is joint and several.
- (2) Where the purchaser executes this agreement with provision for a nominee, or as agent for an undisclosed or disclosed but unidentified principal, or on behalf of a company to be formed, the purchaser shall at all times remain liable for all obligations on the part of the purchaser.
- (3) If any inserted term (including any Further Terms of Sale) conflicts with the General Terms of Sale the inserted term shall prevail.
- (4) Headings are for information only and do not form part of this agreement.
- (5) References to statutory provisions shall be construed as references to those provisions as they may be amended or re-enacted or as their application is modified by other provisions from time to time.
- (6) Reference to a party's lawyer includes reference to a conveyancing practitioner (as defined in the Lawyers and Conveyancers Act 2006), engaged by that party, provided that all actions of that conveyancing practitioner (including without limitation any actions in respect of any undertaking or in respect of settlement) must strictly accord with the PLS Guidelines.

2.0 Deposit

- ~~2.1 The purchaser shall pay the deposit to the vendor or the vendor's agent immediately upon execution of this agreement by both parties or at such other time as is specified in this agreement.~~
- ~~2.2 If the deposit is not paid on the due date for payment, the vendor may at any time thereafter serve on the purchaser notice requiring payment. If the purchaser fails to pay the deposit on or before the third working day after service of the notice, time being of the essence, the vendor may cancel this agreement by serving notice of cancellation on the purchaser. No notice of cancellation shall be effective if the deposit has been paid before the notice of cancellation is served.~~
- ~~2.3 The deposit shall be in part payment of the purchase price.~~
- ~~2.4 The person to whom the deposit is paid shall hold it as a stakeholder until the latest of those of the following matters which are applicable to this agreement:~~
 - ~~(1) the requisition procedure under clause 6.6 is completed without either party cancelling this agreement; and/or~~
 - ~~(2) where this agreement is entered into subject to any condition(s) expressed in this agreement, each such condition has been fulfilled or waived; and/or~~
 - ~~(3) where the property is a unit title:~~
 - ~~(a) a pre-contract disclosure statement that complies with section 146 of the Unit Titles Act, and a pre-settlement disclosure statement that complies with section 147 of the Unit Titles Act, have been provided to the purchaser by the vendor within the times prescribed in those sections; and/or~~
 - ~~(b) all rights of delay or cancellation under sections 149, 149A, 151, or 151A of the Unit Titles Act that have arisen have been waived or have expired without being exercised; and/or~~
 - ~~(c) this agreement is cancelled pursuant to sections 149A or 151A of the Unit Titles Act; and/or~~
 - ~~(4) this agreement is:~~
 - ~~(a) cancelled pursuant to clause 6.2(3)(c); and/or~~
 - ~~(b) avoided pursuant to clause 9.10(5).~~
- ~~2.5 Where the person to whom the deposit is paid is a real estate agent, the period for which the agent must hold the deposit as a stakeholder pursuant to clause 2.4 shall run concurrently with the period for which the agent must hold the deposit under section 123 of the Real Estate Agents Act 2008; but the agent must hold the deposit for the longer of those two periods; or such lesser period as is agreed between the parties in writing as required by section 123 of the Real Estate Agents Act 2008; but in no event shall the deposit be released prior to the expiry of the requisition period under clause 6.6, unless the requisition period is expressly waived in writing.~~

3.0 Possession and Settlement

Possession

- 3.1 Unless particulars of a tenancy are included in this agreement, the property is sold with vacant possession and the vendor shall so yield the property on the settlement date.
- 3.2 If the property is sold with vacant possession, then subject to the rights of any tenants of the property, the vendor shall permit the purchaser or any person authorised by the purchaser in writing, upon reasonable notice:
 - (1) to enter the property on one occasion prior to the settlement date for the purposes of examining the property, chattels and fixtures which are included in the sale; and
 - (2) to re-enter the property no later than the day prior to the settlement date to confirm compliance by the vendor with any agreement made by the vendor to carry out any work on the property, the chattels and the fixtures.
- 3.3 Possession shall be given and taken on the settlement date. Outgoings and incomings in respect of the settlement date are the responsibility of and belong to the vendor.
- 3.4 On the settlement date, the vendor shall make available to the purchaser keys to all exterior doors that are locked by key, electronic door openers to all doors that are opened electronically, and the keys and/or security codes to any alarms. The vendor does not have to make available keys, electronic door openers, and security codes where the property is tenanted and these are held by the tenant.

Settlement

- 3.5 The vendor shall prepare, at the vendor's own expense, a settlement statement. The vendor shall tender the settlement statement to the purchaser or the purchaser's lawyer a reasonable time prior to the settlement date. If the property is a unit title, the vendor's settlement statement must show any periodic contributions to the operating account that have been struck prior to the settlement date (whether or not they are payable before or after the settlement date) and these periodic contributions to the operating account shall be apportioned. There shall be no apportionment of contributions to any long-term maintenance fund, contingency fund or capital improvement fund.

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- 3.6 The purchaser's lawyer shall:
- (1) within a reasonable time prior to the settlement date create a Landonline Workspace for the transaction, notify the vendor's lawyer of the dealing number allocated by LINZ, and prepare in that workspace a transfer instrument in respect of the property; and
 - (2) prior to settlement:
 - (a) lodge in that workspace the tax information contained in the transferee's tax statement; and
 - (b) certify and sign the transfer instrument.
- 3.7 The vendor's lawyer shall:
- (1) within a reasonable time prior to the settlement date prepare in that workspace all other electronic instruments required to confer title on the purchaser in terms of the vendor's obligations under this agreement; and
 - (2) prior to settlement:
 - (a) lodge in that workspace the tax information contained in the transferor's tax statement; and
 - (b) have those instruments and the transfer instrument certified, signed and, where possible, pre-validated.
- 3.8 On the settlement date:
- (1) the balance of the purchase price, interest and other moneys, if any, shall be paid by the purchaser in cleared funds or otherwise satisfied as provided in this agreement (credit being given for any amount payable by the vendor under clause 3.12 or 3.13, or for any deduction allowed to the purchaser under clause 5.2, or for any compensation agreed by the vendor in respect of a claim made by the purchaser pursuant to clause 10.2(1), or for any interim amount the purchaser is required to pay to a stakeholder pursuant to clause 10.8);
 - (2) the vendor's lawyer shall immediately thereafter:
 - (a) release or procure the release of the transfer instrument and the other instruments mentioned in clause 3.7(1) so that the purchaser's lawyer can then submit them for registration;
 - (b) pay to the purchaser's lawyer the LINZ registration fees on all of the instruments mentioned in clause 3.7(1), unless these fees will be invoiced to the vendor's lawyer by LINZ directly; and
 - (c) deliver to the purchaser's lawyer any other documents that the vendor must provide to the purchaser on settlement in terms of this agreement, including where this agreement provides for the property to be sold tenanted, all leases relating to the tenancy that are held by the vendor and a notice from the vendor to each tenant advising them of the sale of the property and directing them to pay to the purchaser as landlord, in such manner as the purchaser may prescribe, all rent or other moneys payable under the leases.
- 3.9 All obligations under clause 3.8 are interdependent.
- 3.10 The parties shall complete settlement by way of remote settlement in accordance with the PLS Guidelines. Where the purchaser considers it is necessary or desirable to tender settlement, this may be effected (in addition to any other valid form of tender) by the purchaser's lawyer providing to the vendor's lawyer a written undertaking that:
- (1) the purchaser is ready, willing, and able to settle;
 - (2) the purchaser's lawyer has certified and signed the transfer instrument and any other instruments in the Landonline Workspace for the transaction that must be signed on behalf of the purchaser; and
 - (3) the purchaser's lawyer holds in their trust account in cleared funds the amount that the purchaser must pay on settlement.
- Last-Minute Settlement**
- 3.11 If due to the delay of the purchaser, settlement takes place between 4.00 pm and 5.00 pm on the settlement date ("last-minute settlement"), the purchaser shall pay the vendor:
- (1) one day's interest at the interest rate for late settlement on the portion of the purchase price paid in the last-minute settlement; and
 - (2) if the day following the last-minute settlement is not a working day, an additional day's interest (calculated in the same manner) for each day until, but excluding, the next working day.
- Purchaser Default: Late Settlement**
- 3.12 If any portion of the purchase price is not paid upon the due date for payment, then, provided that the vendor provides reasonable evidence of the vendor's ability to perform any obligation the vendor is obliged to perform on that date in consideration for such payment:
- (1) the purchaser shall pay to the vendor interest at the interest rate for late settlement on the portion of the purchase price so unpaid for the period from the due date for payment until payment ("the default period"); but nevertheless, this stipulation is without prejudice to any of the vendor's rights or remedies including any right to claim for additional expenses and damages. For the purposes of this clause, a payment made on a day other than a working day or after the termination of a working day shall be deemed to be made on the next following working day and interest shall be computed accordingly; and
 - (2) the vendor is not obliged to give the purchaser possession of the property or to pay the purchaser any amount for remaining in possession, unless this agreement relates to a tenanted property, in which case the vendor must elect either to:
 - (a) account to the purchaser on settlement for incomings in respect of the property which are payable and received during the default period, in which event the purchaser shall be responsible for the outgoings relating to the property during the default period; or
 - (b) retain such incomings in lieu of receiving interest from the purchaser pursuant to clause 3.12(1).
 - (3) If the parties are unable to agree upon any amount payable under this clause 3.12, either party may make a claim under clause 10.0.
- Vendor Default: Late Settlement or Failure to Give Possession**
- 3.13 (1) For the purposes of this clause 3.13:
- (a) the default period means:
 - (i) in clause 3.13(2), the period from the settlement date until the date when the vendor is able and willing to provide vacant possession and the purchaser takes possession; and

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- (ii) in clause 3.13(3), the period from the date the purchaser takes possession until the date when settlement occurs; and
- (iii) in clause 3.13(5), the period from the settlement date until the date when settlement occurs; and
- (b) the vendor shall be deemed to be unwilling to give possession if the vendor does not offer to give possession.
- (2) If this agreement provides for vacant possession but the vendor is unable or unwilling to give vacant possession on the settlement date, then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement:
 - (a) the vendor shall pay the purchaser, at the purchaser's election, either:
 - (i) compensation for any reasonable costs incurred for temporary accommodation for persons and storage of chattels during the default period; or
 - (ii) an amount equivalent to interest at the interest rate for late settlement on the entire purchase price during the default period; and
 - (b) the purchaser shall pay the vendor an amount equivalent to the interest earned or which would be earned on overnight deposits lodged in the purchaser's lawyer's trust bank account on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date but remains unpaid during the default period less:
 - (i) any withholding tax; and
 - (ii) any bank or legal administration fees and commission charges; and
 - (iii) any interest payable by the purchaser to the purchaser's lender during the default period in respect of any mortgage or loan taken out by the purchaser in relation to the purchase of the property.
- (3) If this agreement provides for vacant possession and the vendor is able and willing to give vacant possession on the settlement date, then, provided the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the purchaser may elect to take possession in which case the vendor shall not be liable to pay any interest or other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in clause 3.13(2)(b) during the default period. A purchaser in possession under this clause 3.13(3) is a licensee only.
- (4) Notwithstanding the provisions of clause 3.13(3), the purchaser may elect not to take possession when the purchaser is entitled to take it. If the purchaser elects not to take possession, the provisions of clause 3.13(2) shall apply as though the vendor were unable or unwilling to give vacant possession on the settlement date.
- (5) If this agreement provides for the property to be sold tenanted then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the vendor shall on settlement account to the purchaser for incomes which are payable and received in respect of the property during the default period less the outgoings paid by the vendor during that period. Apart from accounting for such incomes, the vendor shall not be liable to pay any other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in clause 3.13(2)(b) during the default period.
- (6) The provisions of this clause 3.13 shall be without prejudice to any of the purchaser's rights or remedies including any right to claim for any additional expenses and damages suffered by the purchaser.
- (7) If the parties are unable to agree upon any amount payable under this clause 3.13, either party may make a claim under clause 10.0.

Deferment of Settlement and Possession

- 3.14 If:
 - (1) this is an agreement for the sale by a commercial on-seller of a household unit; and
 - (2) a code compliance certificate has not been issued by the settlement date in relation to the household unit,
 then, unless the parties agree otherwise (in which case the parties shall enter into a written agreement in the form (if any) prescribed by the Building (Forms) Regulations 2004), the settlement date shall be deferred to the fifth working day following the date upon which the vendor has given the purchaser notice that the code compliance certificate has been issued (which notice must be accompanied by a copy of the certificate).
- 3.15 In every case, if neither party is ready, willing, and able to settle on the settlement date, the settlement date shall be deferred to the third working day following the date upon which one of the parties gives notice it has become ready, willing, and able to settle.
- 3.16 If:
 - (1) the property is a unit title; and
 - (2) the settlement date is deferred pursuant to either clause 3.14 or clause 3.15; and
 - (3) the vendor considers on reasonable grounds that an extension of time is necessary or desirable in order for the vendor to comply with clause 8.3,
 then the vendor may extend the settlement date:
 - (a) where there is a deferment of the settlement date pursuant to clause 3.14, to the tenth working day after the date upon which the vendor gives the purchaser notice that the code compliance certificate has been issued, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice; or
 - (b) where there is a deferment of the settlement date pursuant to clause 3.15, to the tenth working day after the date upon which one of the parties gives notice that it has become ready, willing, and able to settle, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice.

New Title Provision

- 3.17 (1) Where:
 - (a) the transfer of the property is to be registered against a new title yet to be issued; and
 - (b) a search copy, as defined in section 60 of the Land Transfer Act 2017, of that title is not obtainable by the tenth working day prior to the settlement date,
 then, unless the purchaser elects that settlement shall still take place on the agreed settlement date, the settlement date shall be deferred to the tenth working day after the later of the date on which:

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- (i) the vendor has given the purchaser notice that a search copy is obtainable; or
 - (ii) the requisitions procedure under clause 6.0 is complete.
 - (2) Clause 3.17(1) shall not apply where it is necessary to register the transfer of the property to enable a plan to be deposited and title to the property to be issued.
- 4.0 Residential Land Withholding Tax**
 - 4.1 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons, then:
 - (1) the vendor must provide the purchaser or the purchaser's conveyancer, on or before the second working day before the due date for payment of the first residential land purchase amount payable under this agreement, with:
 - (a) sufficient information to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction whether section 54C of the Tax Administration Act 1994 applies to the sale of the property; and
 - (b) if the purchaser or the purchaser's conveyancer determines to their reasonable satisfaction that section 54C of the Tax Administration Act 1994 does apply, all of the information required by that section and either an RLWT certificate of exemption in respect of the sale or otherwise such other information that the purchaser or the purchaser's conveyancer may reasonably require to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction the amount of RLWT that must be withheld from each residential land purchase amount;
 - (2) the vendor shall be liable to pay any costs reasonably incurred by the purchaser or the purchaser's conveyancer in relation to RLWT, including the cost of obtaining professional advice in determining whether there is a requirement to withhold RLWT and the amount of RLWT that must be withheld, if any; and
 - (3) any payments payable by the purchaser on account of the purchase price shall be deemed to have been paid to the extent that:
 - (a) RLWT has been withheld from those payments by the purchaser or the purchaser's conveyancer as required by the RLWT rules; and
 - (b) any costs payable by the vendor under clause 4.1(2) have been deducted from those payments by the purchaser or the purchaser's conveyancer.
 - 4.2 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons and if the vendor fails to provide the information required under clause 4.1(1), then the purchaser may:
 - (1) defer the payment of the first residential land purchase amount payable under this agreement (and any residential land purchase amount that may subsequently fall due for payment) until such time as the vendor supplies that information; or
 - (2) on the due date for payment of that residential land purchase amount, or at any time thereafter if payment has been deferred by the purchaser pursuant to this clause and the vendor has still not provided that information, treat the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT.
 - 4.3 If pursuant to clause 4.2 the purchaser treats the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT, the purchaser or the purchaser's conveyancer may:
 - (1) make a reasonable assessment of the amount of RLWT that the purchaser or the purchaser's conveyancer would be required by the RLWT rules to withhold from any residential land purchase amount if the sale is treated in that manner; and
 - (2) withhold that amount from any residential land purchase amount and pay it to the Commissioner as RLWT.
 - 4.4 Any amount withheld by the purchaser or the purchaser's conveyancer pursuant to clause 4.3 shall be treated as RLWT that the purchaser or the purchaser's conveyancer is required by the RLWT rules to withhold.
 - 4.5 The purchaser or the purchaser's conveyancer shall give notice to the vendor a reasonable time before payment of any sum due to be paid on account of the purchase price of:
 - (1) the costs payable by the vendor under clause 4.1(2) that the purchaser or the purchaser's conveyancer intends to deduct; and
 - (2) the amount of RLWT that the purchaser or the purchaser's conveyancer intends to withhold.
- 5.0 Risk and insurance**
 - 5.1 The property and chattels shall remain at the risk of the vendor until possession is given and taken.
 - 5.2 If, prior to the giving and taking of possession, the property is destroyed or damaged, and such destruction or damage has not been made good by the settlement date, then the following provisions shall apply:
 - (1) if the destruction or damage has been sufficient to render the property untenable and it is untenable on the settlement date, the purchaser may:
 - (a) complete the purchase at the purchase price, less a sum equal to any insurance moneys received or receivable by or on behalf of the vendor in respect of such destruction or damage, provided that no reduction shall be made to the purchase price if the vendor's insurance company has agreed to reinstate for the benefit of the purchaser to the extent of the vendor's insurance cover; or
 - (b) cancel this agreement by serving notice on the vendor in which case the vendor shall return to the purchaser immediately the deposit and any other moneys paid by the purchaser, and neither party shall have any right or claim against the other arising from this agreement or its cancellation;
 - (2) if the property is not untenable on the settlement date, the purchaser shall complete the purchase at the purchase price less a sum equal to the amount of the diminution in value of the property which, to the extent that the destruction or damage to the property can be made good, shall be deemed to be equivalent to the reasonable cost of reinstatement or repair;
 - (3) if the property is zoned for rural purposes under an operative District Plan, damage to the property shall be deemed to have rendered the property untenable where the diminution in value exceeds an amount equal to 20% of the purchase price; and
 - (4) if the amount of the diminution in value is disputed, the parties shall follow the same procedure as that set out in clause 10.8 for when an amount of compensation is disputed.
 - 5.3 The purchaser shall not be required to take over any insurance policies held by the vendor.

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6.0 Title, boundaries and requisitions

- 6.1 The vendor shall not be bound to point out the boundaries of the property except that on the sale of a vacant residential lot which is not limited as to parcels the vendor shall ensure that all boundary markers required by the Cadastral Survey Act 2002 and any related rules and regulations to identify the boundaries of the property are present in their correct positions at the settlement date.
- 6.2 (1) The purchaser is deemed to have accepted the vendor's title except as to objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the earlier of:
- (a) the tenth working day after the date of this agreement; or
 - (b) the settlement date.
- (2) Where the transfer of the property is to be registered against a new title yet to be issued, the purchaser is deemed to have accepted the title except as to such objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the fifth working day following the date the vendor has given the purchaser notice that the title has been issued and a search copy of it as defined in section 60 of the Land Transfer Act 2017 is obtainable.
- (3) If the purchaser is unable or unwilling to remove or comply with any objection or requisition as to title, notice of which has been served on the vendor by the purchaser, then the following provisions will apply:
- (a) the vendor shall notify the purchaser ("a vendor's notice") of such inability or unwillingness on or before the fifth working day after the date of service of the purchaser's notice;
 - (b) if the vendor does not give a vendor's notice the vendor shall be deemed to have accepted the objection or requisition and it shall be a requirement of settlement that such objection or requisition shall be complied with before settlement;
 - (c) if the purchaser does not on or before the fifth working day after service of a vendor's notice notify the vendor that the purchaser waives the objection or requisition, either the vendor or the purchaser may (notwithstanding any intermediate negotiations) by notice to the other, cancel this agreement.
- 6.3 In the event of cancellation under clause 6.2(3), the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid under this agreement by the purchaser and neither party shall have any right or claim against the other arising from this agreement or its cancellation. In particular, the purchaser shall not be entitled to any interest or to the expense of investigating the title or to any compensation whatsoever.
- 6.4 (1) If the title to the property being sold is a cross-lease title or a unit title and there are:
- (a) in the case of a cross-lease title:
 - (i) alterations to the external dimensions of any leased structure; or
 - (ii) buildings or structures not intended for common use which are situated on any part of the land that is not subject to a restricted use covenant;
 - (b) in the case of a unit title, encroachments out of the principal unit or accessory unit title space (as the case may be);
- then the purchaser may requisition the title under clause 6.2 requiring the vendor:
- (c) in the case of a cross-lease title, to deposit a new plan depicting the buildings or structures and register a new cross-lease or cross-leases (as the case may be) and any other ancillary dealings in order to convey good title; or
 - (d) in the case of a unit title, to deposit an amendment to the unit plan, a redevelopment plan or new unit plan (as the case may be) depicting the principal and/or accessory units and register such transfers and any other ancillary dealings in order to convey good title.
- (2) The words "alterations to the external dimensions of any leased structure" shall only mean alterations which are attached to the leased structure and enclosed.
- 6.5 The vendor shall not be liable to pay for or contribute towards the expense of erection or maintenance of any fence between the property and any contiguous land of the vendor but this proviso shall not enure for the benefit of any subsequent purchaser of the contiguous land; and the vendor shall be entitled to require the inclusion of a fencing covenant to this effect in any transfer of the property.

7.0 Vendor's warranties and undertakings

- 7.1 The vendor warrants and undertakes that at the date of this agreement the vendor has not:
- (1) received any notice or demand and has no knowledge of any requisition or outstanding requirement:
 - (a) from any local or government authority or other statutory body; or
 - (b) under the Resource Management Act 1991; or
 - (c) from any tenant of the property; or
 - (d) from any other party; or
 - (2) given any consent or waiver, which directly or indirectly affects the property and which has not been disclosed in writing to the purchaser.
- 7.2 The vendor warrants and undertakes that at the date of this agreement the vendor has no knowledge or notice of any fact which might result in proceedings being instituted by or against the vendor or the purchaser in respect of the property.
- 7.3 The vendor warrants and undertakes that at settlement:
- (1) The chattels included in the sale listed in Schedule 2 and all plant, equipment, systems or devices which provide any services or amenities to the property, including, without limitation, security, heating, cooling, or air-conditioning, are delivered to the purchaser in reasonable working order, but in all other respects in their state of repair as at the date of this agreement (fair wear and tear excepted).
 - (2) All electrical and other installations on the property are free of any charge whatsoever and all chattels included in the sale are the unencumbered property of the vendor.
 - (3) There are no arrears of rates, water rates or charges outstanding on the property and where the property is subject to a targeted rate that has been imposed as a means of repayment of any loan, subsidy or other financial assistance made available by or through the local authority, the amount required to remove the imposition of that targeted rate has been paid.

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- (4) Where an allowance has been made by the vendor in the settlement statement for incomings receivable, the settlement statement correctly records those allowances including, in particular, the dates up to which the allowances have been made.
 - (5) Where the vendor has done or caused or permitted to be done on the property any works:
 - (a) any permit, resource consent, or building consent required by law was obtained; and
 - (b) to the vendor's knowledge, the works were completed in compliance with those permits or consents; and
 - (c) where appropriate, a code compliance certificate was issued for those works.
 - (6) Where under the Building Act, any building on the property sold requires a compliance schedule:
 - (a) the vendor has fully complied with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
 - (b) the building has a current building warrant of fitness; and
 - (c) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.
 - (7) Since the date of this agreement, the vendor has not given any consent or waiver which directly or indirectly affects the property.
 - (8) Any notice or demand received by the vendor, which directly or indirectly affects the property, after the date of this agreement:
 - (a) from any local or government authority or other statutory body; or
 - (b) under the Resource Management Act 1991; or
 - (c) from any tenant of the property; or
 - (d) from any other party,has been delivered forthwith by the vendor to either the purchaser or the purchaser's lawyer, unless the vendor has paid or complied with such notice or demand. If the vendor fails to so deliver or pay the notice or demand, the vendor shall be liable for any penalty incurred.
- 7.4 If the property is or includes part only of a building, the warranty and undertaking in clause 7.3(6) does not apply. Instead the vendor warrants and undertakes at the date of this agreement that, where under the Building Act the building of which the property forms part requires a compliance schedule:
- (1) to the vendor's knowledge, there has been full compliance with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
 - (2) the building has a current building warrant of fitness; and
 - (3) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.
- 7.5 The vendor warrants and undertakes that on or immediately after settlement:
- (1) If the water and wastewater charges are determined by meter, the vendor will have the water meter read and will pay the amount of the charge payable pursuant to that reading; but if the water supplier will not make special readings, the water and wastewater charges shall be apportioned.
 - (2) Any outgoings included in the settlement statement are paid in accordance with the settlement statement and, where applicable, to the dates shown in the settlement statement, or will be so paid immediately after settlement.
 - (3) The vendor will give notice of sale in accordance with the Local Government (Rating) Act 2002 to the territorial authority and regional council in whose district the land is situated and will also give notice of the sale to every other authority that makes and levies rates or charges on the land and to the supplier of water.
 - (4) Where the property is a unit title, the vendor will notify the body corporate in writing of the transfer of the property and the name and address of the purchaser.
- 8.0 Unit title and cross-lease provisions**
- Unit Titles**
- 8.1 If the property is a unit title, sections 144 to 153 of the Unit Titles Act require the vendor to provide to the purchaser a pre-contract disclosure statement and a pre-settlement disclosure statement in accordance with the Unit Titles Act. The requirements of this clause 8 are in addition to, and do not derogate from, the requirements of that Act.
- 8.2 If the property is a unit title, then except to the extent the vendor has disclosed otherwise to the purchaser in writing prior to the parties entering into this agreement, the vendor warrants and undertakes as follows as at the date of this agreement.
- (1) The information in the pre-contract disclosure statement provided to the purchaser was complete and correct to the extent required by the Unit Titles Act.
 - (2) Apart from regular periodic contributions, no contributions have been levied or proposed by the body corporate.
 - (3) There are no unsatisfied judgments against the body corporate and no proceedings have been instituted against or by the body corporate.
 - (4) No order or declaration has been made by any Court or Tribunal against the body corporate or the vendor under any provision of the Unit Titles Act.
 - (5) The vendor has no knowledge or notice of any fact which might result in:
 - (a) the vendor or the purchaser incurring any other liability under any provision of the Unit Titles Act, or
 - (b) any proceedings being instituted by or against the body corporate, or
 - (c) any order or declaration being sought against the body corporate or the vendor under any provision of the Unit Titles Act.
 - (6) The vendor is not aware of proposals to pass any body corporate resolution relating to its rules nor are there any unregistered changes to the body corporate rules.
 - (7) No lease, licence, easement, or special privilege has been granted by the body corporate in respect of any part of the common property.

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- ~~(8) No resolution has been passed and no application has been made and the vendor has no knowledge of any proposal for:~~
~~(a) the transfer of the whole or any part of the common property,~~
~~(b) the addition of any land to the common property,~~
~~(c) the cancellation of the unit plan,~~
~~(d) the deposit of an amendment to the unit plan, a redevelopment plan, or a new unit plan in substitution for the existing unit plan, or~~
~~(e) any change to utility interest or ownership interest for any unit on the unit plan.~~
- ~~8.3 If the property is a unit title, not less than five working days before the settlement date, the vendor will provide:~~
~~(1) a certificate of insurance for all insurances effected by the body corporate under the provisions of section 133 of the Unit Titles Act, and~~
~~(2) a pre-settlement disclosure statement from the vendor, certified correct by the body corporate, under section 147 of the Unit Titles Act.~~
- ~~8.4 If the property is a unit title, then except to the extent the vendor has disclosed otherwise to the purchaser in writing prior to the parties entering into this agreement, the vendor warrants and undertakes as at the settlement date:~~
~~(1) Other than contributions to the operating account, long-term maintenance fund, contingency fund, or capital improvements fund that are shown in the pre-settlement disclosure statement, there are no other amounts owing by the vendor under any provision of the Unit Titles Act.~~
~~(2) All contributions and other moneys payable by the vendor to the body corporate have been paid in full.~~
~~(3) The warranties at clause 8.2(2), (3), (4), (5), (6), (7), and (8) are repeated.~~
- ~~8.5 If the property is a unit title and if the vendor does not provide the certificates of insurance and the pre-settlement disclosure statement under section 147 of the Unit Titles Act in accordance with the requirements of clause 8.3, then in addition to the purchaser's rights under sections 150, 151 and 151A of the Unit Titles Act, the purchaser may:~~
~~(1) postpone the settlement date until the fifth working day following the date on which that information is provided to the purchaser, or~~
~~(2) elect that settlement shall still take place on the settlement date, such election to be a waiver of any other rights to delay or cancel settlement under the Unit Titles Act or otherwise.~~
- ~~8.6 If the property is a unit title, each party specifies that:~~
~~(1) any email address of that party's lawyer provided on the back page of this agreement, or notified subsequently in writing by that party's lawyer shall be an address for service for that party for the purposes of section 205(1)(d) of the Unit Titles Act, and~~
~~(2) if that party is absent from New Zealand, that party's lawyer shall be that party's agent in New Zealand for the purposes of section 205(2) of the Unit Titles Act.~~
- ~~8.7 Unauthorised Structures – Cross-leases and Unit Titles~~
~~(1) Where structures (not stated in clause 6.0 to be requisitionable) have been erected on the property without:~~
~~(a) in the case of a cross-lease title, any required lessors' consent, or~~
~~(b) in the case of a unit title, any required body corporate consent,~~
~~the purchaser may demand within the period expiring on the earlier of:~~
~~(i) the tenth working day after the date of this agreement, or~~
~~(ii) the settlement date,~~
~~that the vendor obtain the written consent of the current lessors or the body corporate (as the case may be) to such improvements ("a current consent") and provide the purchaser with a copy of such consent on or before the settlement date.~~
~~(2) Should the vendor be unwilling or unable to obtain a current consent, then the procedure set out in clauses 6.2(3) and 6.3 shall apply, with the purchaser's demand under clause 8.6(1) being deemed to be an objection and requisition.~~
- 9.0 Conditions and mortgage terms**
- 9.1 Finance condition**
~~(1) If the purchaser has indicated that finance is required on the front page of this agreement, this agreement is conditional upon the purchaser arranging finance for such amount as the purchaser may require from a bank or other lending institution of the purchaser's choice on terms and conditions satisfactory to the purchaser in all respects on or before the finance date.~~
~~(2) If the purchaser avoids this agreement for failing to arrange finance in terms of clause 9.1(1), the purchaser must provide a satisfactory explanation of the grounds relied upon by the purchaser, together with supporting evidence, immediately upon request by the vendor.~~
- 9.2 Mortgage terms**
~~(1) Any mortgage to be arranged pursuant to a finance condition shall be upon and subject to the terms and conditions currently being required by the lender in respect of loans of a similar nature.~~
- 9.3 LIM condition**
~~(1) If the purchaser has indicated on the front page of this agreement that a LIM is required:~~
~~(a) that LIM is to be obtained by the purchaser at the purchaser's cost, and~~
~~(b) this agreement is conditional upon the purchaser approving that LIM by the LIM date, provided that such approval must not be unreasonably or arbitrarily withheld.~~
~~(2) If, on reasonable grounds, the purchaser does not approve the LIM, the purchaser shall give notice to the vendor ("the purchaser's notice") on or before the LIM date stating the particular matters in respect of which approval is withheld and, if those matters are capable of remedy, what the purchaser reasonably requires to be done to remedy those matters. If the purchaser does not give a purchaser's notice the purchaser shall be deemed to have approved the LIM. If through no fault of the purchaser, the LIM is not available on or before the LIM date and the vendor does not give an extension when requested, then unless the purchaser waives this condition, this condition shall not have been fulfilled and the provisions of clause 9.1(2) shall apply.~~

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- (3) The vendor shall give notice to the purchaser ("the vendor's notice") on or before the third working day after receipt of the purchaser's notice advising whether or not the vendor is able and willing to comply with the purchaser's notice by the settlement date.
- (4) If the vendor does not give a vendor's notice, or if the vendor's notice advises that the vendor is unable or unwilling to comply with the purchaser's notice, and if the purchaser does not, on or before the fifth working day after the date on which the purchaser's notice is given, give notice to the vendor that the purchaser waives the objection to the LIM; this condition shall not have been fulfilled and the provisions of clause 9.10(5) shall apply.
- (5) If the vendor gives a vendor's notice advising that the vendor is able and willing to comply with the purchaser's notice, this condition is deemed to have been fulfilled, and it shall be a requirement of settlement that the purchaser's notice shall be complied with, and also, if the vendor must carry out work on the property, that the vendor shall obtain the approval of the territorial authority to the work done, both before settlement.
- 9.4 Building report condition**
- (1) If the purchaser has indicated on the front page of this agreement that a building report is required, this agreement is conditional upon the purchaser obtaining at the purchaser's cost on or before the building report date a report on the condition of the buildings and any other improvements on the property that is satisfactory to the purchaser, on the basis of an objective assessment.
- (2) The report must be prepared in good faith by a suitably-qualified building inspector in accordance with accepted principles and methods and it must be in writing.
- (3) Subject to the rights of any tenants of the property, the vendor shall allow the building inspector to inspect the property at all reasonable times upon reasonable notice for the purposes of preparation of the report.
- (4) The building inspector may not carry out any invasive testing in the course of inspection without the vendor's prior written consent.
- (5) If the purchaser avoids this agreement for non-fulfilment of this condition pursuant to clause 9.10(5), the purchaser must provide the vendor immediately upon request with a copy of the building inspector's report.
- 9.5 Toxicology report condition**
- (1) If the purchaser has indicated on the front page of this agreement that a toxicology report is required, this agreement is conditional upon the purchaser obtaining at the purchaser's cost on or before the toxicology report date, a toxicology report on the property that is satisfactory to the purchaser, on the basis of an objective assessment.
- (2) The purpose of the toxicology report shall be to detect whether the property has been contaminated by the preparation, manufacture or use of drugs including, but not limited to, methamphetamine.
- (3) The report must be prepared in good faith by a suitably-qualified inspector in accordance with accepted principles and methods and it must be in writing.
- (4) Subject to the rights of any tenants of the property, the vendor shall allow the inspector to inspect the property at all reasonable times upon reasonable notice for the purposes of carrying out the testing and preparation of the report.
- (5) The inspector may not carry out any invasive testing in the course of the inspection without the vendor's prior written consent.
- (6) If the purchaser avoids this agreement for non-fulfilment of this condition pursuant to clause 9.10(5), the purchaser must provide the vendor immediately upon request with a copy of the inspector's report.
- 9.6 OIA consent condition**
- (1) If the purchaser has indicated on the front page of this agreement that OIA consent is required, this agreement is conditional upon OIA consent being obtained on or before the OIA date on terms and conditions that are satisfactory to the purchaser, acting reasonably, the purchaser being responsible for payment of the application fee. This condition is inserted for the benefit of both parties, but (subject to clause 9.6(2)) may not be waived by either party, and the vendor is not required to do anything to enable this condition to be fulfilled.
- (2) If the purchaser has indicated on the front page of this agreement that OIA consent is not required, or has failed to indicate whether it is required, then the purchaser warrants that the purchaser does not require OIA consent.
- 9.7** If this agreement relates to a transaction to which the Land Act 1948 applies, this agreement is conditional upon the vendor obtaining the necessary consent by the Land Act date.
- 9.8** If the Land Act date or OIA date is not shown on the front page of this agreement that date shall be the settlement date or that date 65 working days after the date of this agreement whichever is the sooner, except where the property comprises residential (but not otherwise sensitive) land in which case that date shall be the settlement date or that date 20 working days after the date of this agreement, whichever is the sooner.
- 9.9 Resource Management Act condition**
- If this agreement relates to a transaction to which section 225 of the Resource Management Act 1991 applies then this agreement is subject to the appropriate condition(s) imposed by that section.
- 9.10 Operation of conditions**
- If this agreement is expressed to be subject either to the above or to any other condition(s), then in relation to each such condition the following shall apply unless otherwise expressly provided:
- (1) The condition shall be a condition subsequent.
- (2) The party or parties for whose benefit the condition has been included shall do all things which may reasonably be necessary to enable the condition to be fulfilled by the date for fulfilment.
- (3) Time for fulfilment of any condition and any extended time for fulfilment to a fixed date shall be of the essence.
- (4) The condition shall be deemed to be not fulfilled until notice of fulfilment has been served by one party on the other party.
- (5) If the condition is not fulfilled by the date for fulfilment, either party may at any time before the condition is fulfilled or waived avoid this agreement by giving notice to the other. Upon avoidance of this agreement, the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid by the purchaser under this agreement and neither party shall have any right or claim against the other arising from this agreement or its termination.

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- (6) At any time before this agreement is avoided, the purchaser may waive any finance condition and either party may waive any other condition which is for the sole benefit of that party. Any waiver shall be by notice.
- 10.0 Claims for compensation**
- 10.1 If the purchaser has not purported to cancel this agreement, the breach by the vendor of any term of this agreement does not defer the purchaser's obligation to settle, but that obligation is subject to the provisions of this clause 10.0.
- 10.2 The provisions of this clause apply if:
- (1) the purchaser claims a right to compensation (and in making such a claim, the purchaser must act reasonably, but the vendor taking the view that the purchaser has not acted reasonably does not affect the purchaser's ability or right to make such a claim) for:
 - (a) a breach of any term of this agreement;
 - (b) a misrepresentation;
 - (c) a breach of section 9 or section 14 of the Fair Trading Act 1986;
 - (d) an equitable set-off, or
 - (2) there is a dispute between the parties regarding any amounts payable:
 - (a) under clause 3.12 or clause 3.13; or
 - (b) under clause 5.2.
- 10.3 To make a claim under this clause 10.0:
- (1) the claimant must serve notice of the claim on the other party on or before the last working day prior to the settlement date, time being of the essence (except for claims made after the settlement date for amounts payable under clause 3.12 or clause 3.13, in respect of which the claimant may serve notice of the claim on the other party at any time after a dispute arises over those amounts); and
 - (2) the notice must:
 - (a) state the particular breach of the terms of this agreement, or the claim under clause 3.12, clause 3.13 or clause 5.2, or for misrepresentation, or for breach of section 9 or section 14 of the Fair Trading Act 1986, or for an equitable set-off; and
 - (b) state a genuine pre-estimate of the loss suffered by the claimant; and
 - (c) be particularised and quantified to the extent reasonably possible as at the date of the notice; and
 - (3) the claimant must not have made a prior claim under this clause 10.0 (to the intent that a claimant may make a claim under this clause 10.0 on only one occasion, though such claim may address one or more of the elements in clause 10.2).
- 10.4 If the claimant is unable to give notice under clause 10.3 in respect of claims under clause 10.2(1) or clause 10.2(2)(b) on or before the date that notice is due under clause 10.3(1) by reason of the conduct or omission of the other party, the notice may be served on or before the working day immediately preceding the last working day on which settlement must take place under a settlement notice served by either party under clause 11.1, time being of the essence.
- 10.5 If the amount of compensation is agreed, it shall be deducted from or added to the amount to be paid by the purchaser on settlement.
- 10.6 If the purchaser makes a claim for compensation under clause 10.2(1) but the vendor disputes that the purchaser has a valid or reasonably arguable claim, then:
- (1) the vendor must give notice to the purchaser within three working days after service of the purchaser's notice under clause 10.3, time being of the essence; and
 - (2) the purchaser's right to make the claim (on the basis that such claim is valid or reasonably arguable) shall be determined by an experienced property lawyer or an experienced litigator appointed by the parties. If the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president for the time being of the Auckland District Law Society. The appointee's costs shall be met by the party against whom the determination is made or otherwise as determined by the appointee.
- 10.7 If the purchaser makes a claim for compensation under clause 10.2(1) and the vendor fails to give notice to the purchaser pursuant to clause 10.6, the vendor is deemed to have accepted that the purchaser has a valid or reasonably arguable claim.
- 10.8 If it is accepted, or determined under clause 10.6, that the purchaser has a right to claim compensation under clause 10.2(1) but the amount of compensation claimed is disputed, or if the claim is made under clause 10.2(2) and the amount of compensation claimed is disputed, then:
- (1) an interim amount shall be paid on settlement by the party required to a stakeholder until the amount of the claim is determined;
 - (2) if the parties cannot agree on a stakeholder, the interim amount shall be paid to a stakeholder nominated on the application of either party by the president for the time being of the Auckland District Law Society;
 - (3) the interim amount must be a reasonable sum having regard to the circumstances, except that:
 - (a) where the claim is under clause 3.13 the interim amount shall be the lower of the amount claimed, or an amount equivalent to interest at the interest rate for late settlement for the relevant default period on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date;
 - (b) neither party shall be entitled or required to undertake any discovery process, except to the extent this is deemed necessary by the appointee under clause 10.8(4) for the purposes of determining that the requirements of clauses 10.3(2)(b)-(c) have been met.
 - (4) if the parties cannot agree on the interim amount, the interim amount shall be determined by an experienced property lawyer, an experienced litigator, or, where the claim for compensation is made under clause 5.2, an experienced registered valuer or quantity surveyor appointed by the parties. The appointee's costs shall be met equally by the parties, or otherwise as determined by the appointee. If the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president for the time being of the Auckland District Law Society;
 - (5) the amount of the claim determined to be payable shall not be limited by the interim amount;

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- (6) the stakeholder shall lodge the interim amount on an interest-bearing call deposit with a bank registered under the Reserve Bank of New Zealand Act 1989 in the joint names of the vendor and the purchaser;
 - (7) the interest earned on the interim amount net of any withholding tax and any bank or legal administration fees and commission charges shall follow the destination of the interim amount; and
 - (8) apart from the net interest earned on the interim amount, no interest shall be payable by either party to the other in respect of the claim for compensation once the amount of the claim has been determined, provided that if the amount determined is in excess of the interim amount, the party liable to make payment of that excess shall pay interest to the other party at the interest rate for late settlement on the amount of that excess if it is not paid on or before the third working day after the date of notification of the determination, computed from the date of such notification until payment.
 - 10.9 Where a determination has to be made under clause 10.6(2) or clause 10.8(4) and the settlement date will have passed before the determination is made, the settlement date shall be deferred to the second working day following the date of notification to both parties of the determination. Where a determination has to be made under both of these clauses, the settlement date shall be deferred to the second working day following the date on which notification to both parties has been made of both determinations. However, the settlement date will only be deferred under this clause 10.9 if, prior to such deferral, the purchaser's lawyer provides written confirmation to the vendor's lawyer that but for the resolution of the claim for compensation, the purchaser is ready, willing, and able to complete settlement.
 - 10.10 The procedures prescribed in clauses 10.1 to 10.9 shall not prevent either party from taking proceedings for specific performance of this agreement.
 - 10.11 A determination under clause 10.6 that the purchaser does not have a valid or reasonably arguable claim for compensation under clause 10.2(1) shall not prevent the purchaser from pursuing that claim following settlement.
 - 10.12 Where a determination is made by an appointee under either clause 10.6 or clause 10.8, that appointee:
 - (1) shall not be liable to either party for any costs or losses that either party may claim to have suffered in respect of the determination; and
 - (2) may make an order that one party must meet all or some of the reasonable legal costs of the other party, and in making such an order the appointee may without limitation take into account the appointee's view of the reasonableness of the conduct of the parties under this clause.
- 11.0 Notice to complete and remedies on default**
 - 11.1
 - (1) If the sale is not settled on the settlement date, either party may at any time thereafter serve on the other party a settlement notice.
 - (2) The settlement notice shall be effective only if the party serving it is at the time of service in all material respects ready, willing, and able to proceed to settle in accordance with this agreement, or is not so ready, willing, and able to settle only by reason of the default or omission of the other party.
 - (3) If the purchaser is in possession, the vendor's right to cancel this agreement will be subject to sections 28 to 36 of the Property Law Act 2007 and the settlement notice may incorporate or be given with a notice under section 28 of that Act complying with section 29 of that Act.
 - 11.2 Subject to clause 11.1(3), upon service of the settlement notice the party on whom the notice is served shall settle:
 - (1) on or before the twelfth working day after the date of service of the notice; or
 - (2) on the first working day after the 13th day of January if the period of twelve working days expires during the period commencing on the 6th day of January and ending on the 13th day of January, both days inclusive,time being of the essence, but without prejudice to any intermediate right of cancellation by either party.
 - 11.3
 - (1) If this agreement provides for the payment of the purchase price by instalments and the purchaser fails duly and punctually to pay any instalment on or within one month from the date on which it fell due for payment then, whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up the unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
 - (2) The date of service of the notice under this clause shall be deemed the settlement date for the purposes of clause 11.1.
 - (3) The vendor may give a settlement notice with a notice under this clause.
 - (4) For the purposes of this clause a deposit is not an instalment.
 - 11.4 If the purchaser does not comply with the terms of the settlement notice served by the vendor then, subject to clause 11.1(3):
 - (1) Without prejudice to any other rights or remedies available to the vendor at law or in equity, the vendor may:
 - (a) sue the purchaser for specific performance; or
 - (b) cancel this agreement by notice and pursue either or both of the following remedies, namely:
 - (i) forfeit and retain for the vendor's own benefit the deposit paid by the purchaser, but not exceeding in all 10% of the purchase price; and/or
 - (ii) sue the purchaser for damages.
 - (2) Where the vendor is entitled to cancel this agreement, the entry by the vendor into a conditional or unconditional agreement for the resale of the property or any part thereof shall take effect as a cancellation of this agreement by the vendor if this agreement has not previously been cancelled and such resale shall be deemed to have occurred after cancellation.
 - (3) The damages claimable by the vendor under clause 11.4(1)(b)(ii) shall include all damages claimable at common law or in equity and shall also include (but shall not be limited to) any loss incurred by the vendor on any bona fide resale contracted within one year from the date by which the purchaser should have settled in compliance with the settlement notice. The amount of that loss may include:
 - (a) interest on the unpaid portion of the purchase price at the interest rate for late settlement from the settlement date to the settlement of such resale;
 - (b) all costs and expenses reasonably incurred in any resale or attempted resale; and
 - (c) all outgoings (other than interest) on or maintenance expenses in respect of the property from the settlement date to the settlement of such resale.
 - (4) Any surplus money arising from a resale shall be retained by the vendor.

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- 11.5 If the vendor does not comply with the terms of a settlement notice served by the purchaser, then, without prejudice to any other rights or remedies available to the purchaser at law or in equity the purchaser may:
- (1) sue the vendor for specific performance; or
 - (2) cancel this agreement by notice and require the vendor forthwith to repay to the purchaser any deposit and any other money paid on account of the purchase price and interest on such sum(s) at the interest rate for late settlement from the date or dates of payment by the purchaser until repayment.
- 11.6 The party serving a settlement notice may extend the term of the notice for one or more specifically stated periods of time and thereupon the term of the settlement notice shall be deemed to expire on the last day of the extended period or periods and it shall operate as though this clause stipulated the extended period(s) of notice in lieu of the period otherwise applicable; and time shall be of the essence accordingly. An extension may be given either before or after the expiry of the period of the notice.
- 11.7 Nothing in this clause shall preclude a party from suing for specific performance without serving a settlement notice.
- 11.8 A party who serves a settlement notice under this clause shall not be in breach of an essential term by reason only of that party's failure to be ready, willing, and able to settle upon the expiry of that notice.
- 12.0 Non-merger**
- 12.1 The obligations and warranties of the parties in this agreement shall not merge with:
- (1) the giving and taking of possession;
 - (2) settlement;
 - (3) the transfer of title to the property;
 - (4) delivery of the chattels (if any); or
 - (5) registration of the transfer of title to the property.
- 13.0 Goods and Services Tax and Purchase Price Allocation**
- 13.1 If this agreement provides for the purchaser to pay (in addition to the purchase price stated without GST) any GST which is payable in respect of the supply made under this agreement, then:
- (1) the purchaser shall pay to the vendor the GST which is so payable in one sum on the GST date;
 - (2) where the GST date has not been inserted on the front page of this agreement the GST date shall be the settlement date;
 - (3) where any GST is not so paid to the vendor, the purchaser shall pay to the vendor:
 - (a) interest at the interest rate for late settlement on the amount of GST unpaid from the GST date until payment; and
 - (b) any default GST;
 - (4) it shall not be a defence to a claim against the purchaser for payment to the vendor of any default GST that the vendor has failed to mitigate the vendor's damages by paying an amount of GST when it fell due under the GST Act; and
 - (5) any sum referred to in this clause is included in the moneys payable by the purchaser on settlement pursuant to clause 3.8(1).
- 13.2 If the supply under this agreement is a taxable supply, the vendor will deliver a tax invoice to the purchaser on or before the GST date or such earlier date as the purchaser is entitled to delivery of an invoice under the GST Act.
- 13.3
- (1) Without prejudice to the vendor's rights and remedies under clause 13.1, where any GST is not paid to the vendor on or within one month of the GST date, then whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up any unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
 - (2) The date of service of the notice under this clause shall be deemed the settlement date for the purposes of clause 11.1.
 - (3) The vendor may give a settlement notice under clause 11.1 with a notice under this clause.
- 13.4 Each party warrants that their response to the statement on the front page regarding purchase price allocation being relevant to the vendor or purchaser/purchaser's nominee for income tax and/or GST purposes is correct.
- 14.0 Zero-rating**
- 14.1 The vendor warrants that the statement on the front page regarding the vendor's GST registration status in respect of the supply under this agreement and any particulars stated by the vendor in Schedule 1 are correct at the date of this agreement and will remain correct at settlement.
- 14.2 The purchaser warrants that any particulars stated by the purchaser in Schedule 1 are correct at the date of this agreement.
- 14.3 Where the particulars stated on the front page and in Schedule 1 indicate that:
- (1) the vendor is and/or will be at settlement a registered person in respect of the supply under this agreement;
 - (2) the recipient is and/or will be at settlement a registered person;
 - (3) the recipient intends at settlement to use the property for making taxable supplies; and
 - (4) the recipient does not intend at settlement to use the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act,
- GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act.
- 14.4 If GST is chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, then on or before settlement the purchaser will provide the vendor with the recipient's name, address, and registration number if any of those details are not included in Schedule 1 or they have altered.
- 14.5
- (1) If any of the particulars stated by the purchaser in Schedule 1:
 - (a) are incomplete; or
 - (b) alter between the date of this agreement and settlement,
 the purchaser shall notify the vendor of the particulars which have not been completed and the altered particulars as soon as practicable before settlement.
 - (2) The purchaser warrants that any added or altered particulars will be correct as at the date of the purchaser's notification.

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- (3) If the GST treatment of the supply under this agreement should be altered as a result of the added or altered particulars, the vendor shall prepare and deliver to the purchaser or the purchaser's lawyer an amended settlement statement, if the vendor has already tendered a settlement statement, and a credit note or a debit note, as the case may be, if the vendor has already issued a tax invoice.
- 14.6 If
- (1) the particulars in Schedule 1 state that part of the property is being used as a principal place of residence at the date of this agreement; and
- (2) that part is still being so used at the time of the supply under this agreement, then, the supply of that part will be a separate supply in accordance with section 5(15)(a) of the GST Act.
- 14.7 If
- (1) the particulars stated in Schedule 1 indicate that the recipient intends to use part of the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act; and
- (2) that part is the same part as that being used as a principal place of residence at the time of the supply under this agreement, then the references in clauses 14.3 and 14.4 to "the property" shall be deemed to mean the remainder of the property excluding that part and the references to "the supply under this agreement" shall be deemed to mean the supply under this agreement of that remainder.
- 14.8 If the particulars stated on the front page and in Schedule 1 indicate in terms of clause 14.3 that GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, but any of the particulars stated by the purchaser in Schedule 1 should alter between the date of this agreement and settlement, such that GST no longer becomes chargeable on the supply at 0%, then:
- (1) the purchase price shall be plus GST (if any), even if it has been expressed as being inclusive of GST (if any) on the front page of this agreement; and
- (2) if the vendor has already had to account to the Inland Revenue Department for the GST which is payable in respect of the supply under this agreement and did so on the basis that in accordance with clause 14.3 the GST would be chargeable at 0%, the purchaser shall pay GST and any default GST to the vendor immediately upon demand served on the purchaser by the vendor (and where any GST or default GST is not so paid to the vendor, the purchaser shall pay to the vendor interest at the interest rate for late settlement on the amount unpaid from the date of service of the vendor's demand until payment).
- 15.0 Supply of a Going Concern**
- 15.1 If there is a supply under this agreement to which section 11(1)(mb) of the GST Act does not apply but which comprises the supply of a taxable activity that is a going concern at the time of the supply, then, unless otherwise expressly stated in this agreement:
- (1) each party warrants that it is a registered person or will be so by the date of the supply;
- (2) each party agrees to provide the other party by the date of the supply with proof of its registration for GST purposes;
- (3) the parties agree that they intend that the supply is of a taxable activity that is capable of being carried on as a going concern by the purchaser; and
- (4) the parties agree that the supply made pursuant to this agreement is the supply of a going concern on which GST is chargeable at 0%.
- 15.2 If it subsequently transpires that GST is payable in respect of the supply and if this agreement provides for the purchaser to pay (in addition to the purchase price without GST) any GST which is payable in respect of the supply made under this agreement, then the provisions of clause 13.0 of this agreement shall apply.
- 16.0 Limitation of Liability**
- 16.1 If a person enters into this agreement as trustee of a trust and is not a beneficiary of the trust, then that person will be known as an "independent trustee" and clauses 16.2 and 16.3 will apply.
- 16.2 The liability of an independent trustee under this agreement is limited to the extent of the indemnity from the assets of the trust available to the independent trustee at the time of enforcement of that indemnity.
- 16.3 However, if the entitlement of the independent trustee to be indemnified from the trust assets has been lost or impaired (whether fully or in part) by reason of the independent trustee's act or omission (whether in breach of trust or otherwise), then the limitation of liability in clause 16.2 does not apply, and the independent trustee will be personally liable up to the amount that would have been indemnified from the assets of the trust had the indemnity not been lost.
- 17.0 Counterparts**
- 17.1 This agreement may be executed and delivered in any number of counterparts (including scanned and emailed PDF counterparts).
- 17.2 Each executed counterpart will be deemed an original and all executed counterparts together will constitute one (and the same) instrument.
- 17.3 This agreement shall not come into effect until each person required to sign has signed at least one counterpart and both vendor and purchaser have received a counterpart signed by each person required to sign.
- 17.4 If the parties cannot agree on the date of this agreement, and counterparts are signed on separate dates, the date of the agreement is the date on which the last counterpart was signed and delivered to all parties.
- 18.0 Agency**
- 18.1 If the name of a licensed real estate agent is recorded on this agreement, it is acknowledged that the sale evidenced by this agreement has been made through that agent whom the vendor has appointed as the vendor's agent according to an executed agency agreement.
- 18.2 The scope of the authority of the agent under clause 18.1 does not extend to making an offer, counteroffer, or acceptance of a purchaser's offer or counteroffer on the vendor's behalf without the express authority of the vendor for that purpose. That authority, if given, should be recorded in the executed agency agreement.
- 18.3 The vendor shall be liable to pay the agent's charges including GST in accordance with the executed agency agreement.

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19.0 Collection of Sales Information

- 19.1 Once this agreement has become unconditional in all respects, the agent may provide certain information relating to the sale to REINZ.
- 19.2 This information will be stored on a secure password protected network under REINZ's control and may include (amongst other things) the sale price and the address of the property, but will not include the parties' names or other personal information under the Privacy Act 2020.
- 19.3 This information is collected, used and published for statistical, property appraisal and market analysis purposes, by REINZ, REINZ member agents and others.
- 19.4 Despite the above, if REINZ does come to hold any of the vendor's or purchaser's personal information, that party has a right to access and correct that personal information by contacting REINZ at info@reinz.co.nz or by post or telephone.

20.0 COVID-19 / Pandemic Provisions

- 20.1 The parties acknowledge that the Government of New Zealand or a Minister of that Government may, as a result of public health risks arising from a Pandemic, order restrictions on personal movement pursuant to the COVID-19 Public Health Response Act 2020 (or other legislation), and the effect of such restrictions may be that personal movement within or between particular regions is unlawful for the general population of those regions.
- 20.2 Where such a legal restriction on personal movement exists either nationally or in the region or district where the property is located:
 - (1) The date for satisfaction of any condition that has not yet been satisfied or waived will be the later of:
 - (a) the date that is 10 working days after the restriction on personal movement in the region or district in which the property is located is removed; or
 - (b) the date for satisfaction of the condition as stated elsewhere in this agreement.
 - (2) The settlement date will be the later of:
 - (a) the date that is 10 working days after all conditions are satisfied or waived; or
 - (b) the date that is 10 working days after the date on which the restriction on personal movement in the region or district in which the property is located is removed; or
 - (c) the settlement date as stated elsewhere in this agreement.
 - (3) Nothing in the previous provisions of this clause is to have the effect of bringing forward a date specified in this agreement.
- 20.3 Clause 20.2 applies whether such legal restriction on personal movement exists at, or is imposed after, the date of this agreement, and on each occasion such restriction is imposed.
- 20.4 Neither party will have any claim against the other for a deferral of a condition date or the settlement date under this clause 20.0.
- 20.5 For the purposes of this clause 20.0, "Pandemic" means the COVID-19 pandemic, or such other pandemic or epidemic that gives rise to Government orders restricting personal movement.

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FURTHER TERMS OF SALE

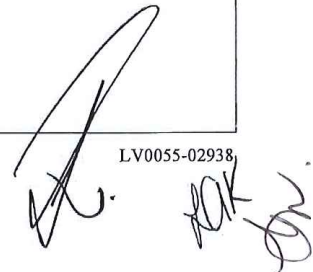
See Further Terms attached



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Further Terms

21. Acknowledgement

- 21.1 The parties agree that upon transfer of the property, the purchaser will take all necessary steps to:
- (a) classify the property as a recreation reserve under the Reserves Act 1977; and
 - (b) ensure no camping (including freedom camping) is permitted on the property.

22. Council Approval

- 22.1 This agreement has been signed by an authorised officer of the purchaser (Dunedin City Council). It is conditional in all respects on:
- (a) the elected Council:
 - (i) approving the terms of this agreement;
 - (ii) passing a resolution to declare the property as a reserve under section 14 of the Reserves Act 1977;
 - (iii) passing a resolution to classify the property as a recreation reserve under section 16 of the Reserves Act 1977; and
 - (b) the purchaser notifying the vendor in writing of such approval within one year from the date of this agreement. This condition is for the sole benefit of the purchaser.
- 22.2 To avoid doubt, the elected Council is entitled to grant or withhold its approval under clause 22.1(a) at its entire discretion and without giving any reason.

23. Public Notification under the Reserves Act 1977

- 23.1 The vendor acknowledges that before the elected Council can pass a resolution to declare the property as a reserve, the purchaser must meet its public notification requirements under section 14 of the Reserves Act 1977.
- 23.2 This agreement is conditional on the purchaser publishing its intention to declare the property as a reserve in one or more newspapers in accordance with section 14 of the Reserves Act 1977 and resolving all such objections received.

24. Purchaser Acting as Territorial Authority

- 24.1 The vendor acknowledges that:
- (a) The purchaser is the territorial authority for the area in which the property is situated and that nothing in this agreement limits or affects the duties and obligations of the purchaser as a territorial authority under the Local Government Act 1974, Local Government Act 2002, Resource Management Act 1991, the Building Act 1991, the Building Act 2004, or any other relevant statute, regulation, law or bylaw;
 - (b) the purchaser is bound by statutory obligations to exercise its powers, including discretionary powers and duties under any legislation without regard to any relationship it may have with the vendor under this agreement;

- (c) where the vendor obtains any consent or approval required under this agreement from the purchaser in its capacity as territorial authority, that consent or approval does not constitute the consent or approval of the purchaser in its capacity as purchaser under this agreement, and vice versa;
- (d) no representation is given by the purchaser that any of the provisions or requirements of this agreement will meet or satisfy any requirements of the purchaser issued pursuant to its regulatory functions; and
- (e) the purchaser will not be liable for any expense, cost, loss or damages the vendor or any person claiming through the vendor suffers or incurs as a result of the vendor lawfully carrying out its statutory and regulatory duties.

25. Improvements

25.1 The parties acknowledge that the sale of the property includes:

- (a) corrugated iron shed;
- (b) culvert crossing used for foot and vehicle access between the property and the adjoining land contained in Record of Title OT4/384;
- (c) boundary and internal fencing; and
- (d) any other improvements on the property.

26. As is, Where is

26.1 The purchaser acknowledges and agrees that in all respects in purchasing the property the purchaser:

- (a) is acting solely in reliance on its own investigations and judgements; and
- (b) is purchasing the property on an 'as is, where is' basis in its state of repair and condition as at the settlement date and with any latent or manifest defects.

27. Lowest Price

27.1 For the purpose of the accrual rules in the Income Tax 2007, the parties agree that:

- (a) the purchase price is the lowest price that they would have agreed for the property on the date this agreement was entered into, if payment was required in full at the time of the first right in the contracted property was transferred; and
- (b) the purchase price is the value of the property.

28. Costs

28.1 The parties agree that the purchaser will pay all of the survey and legal costs of the preparation and implementation of this agreement and any costs and fees payable to the Land Information New Zealand (including the vendor's reasonable legal costs, up to the sum of \$1,500.00 plus GST and disbursements).

Handwritten signatures and initials, including a large stylized signature, the letters 'KAK', and the initials 'DTN'.

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SCHEDULE 1

(GST Information – see clause 14.0)

This Schedule must be completed if the vendor has stated on the front page that the vendor is registered under the GST Act in respect of the transaction evidenced by this agreement and/or will be so registered at settlement. Otherwise there is no need to complete it.

Section 1 Vendor

1(a)	The vendor's registration number (if already registered):	
1(b)	(i) Part of the property is being used as a principal place of residence at the date of this agreement.	Yes/No
	(ii) That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No
	(iii) The supply of that part will be a taxable supply.	Yes/No

Section 2 Purchaser

2(a)	The purchaser is registered under the GST Act and/or will be so registered at settlement.	Yes/No
2(b)	The purchaser intends at settlement to use the property for making taxable supplies.	Yes/No

If the answer to either or both of questions 2(a) and 2(b) is "No", go to question 2(e)

2(c)	The purchaser's details are as follows:	
	(i) Full name:	
	(ii) Address:	
	(iii) Registration number (if already registered):	
2(d)	The purchaser intends at settlement to use the property as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).	Yes/No
	OR The purchaser intends at settlement to use part of the property (and no other part) as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No
2(e)	The purchaser intends to direct the vendor to transfer title to the property to another party ("nominee").	Yes/No

If the answer to question 2(e) is "Yes", then please continue. Otherwise, there is no need to complete this Schedule any further.

Section 3 Nominee

3(a)	The nominee is registered under the GST Act and/or is expected by the purchaser to be so registered at settlement.	Yes/No
3(b)	The purchaser expects the nominee at settlement to use the property for making taxable supplies.	Yes/No

If the answer to either or both of questions 3(a) and 3(b) is "No", there is no need to complete this Schedule any further.

3(c)	The nominee's details (if known to the purchaser) are as follows:	
	(i) Full name:	
	(ii) Address:	
	(iii) Registration number (if already registered):	
3(d)	The purchaser expects the nominee to intend at settlement to use the property as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).	Yes/No
	OR The purchaser expects the nominee to intend at settlement to use part of the property (and no other part) as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No

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SCHEDULE 2			
List all chattels included in the sale			
(Strike out or add as applicable. If necessary complete on a separate schedule or the further terms of sale)			
Stove ()	Rangehood ()	Wall/under bench oven ()	Cooktop ()
Dishwasher ()	Kitchen waste disposal ()	Light fittings ()	Smoke detectors ()
Burglar alarm ()	Heated towel rail ()	Heat pump ()	Garage door remote control ()
Garden shed ()	Blinds	Curtains	Drapes
Fixed floor coverings	Bathroom extractor fan		

Both parties should check that Schedule 2 (list of chattels) includes an accurate list of all items which are included with the sale and purchase (in addition to, or as part of any building)

SCHEDULE 3			
Residential Tenancies			
Name of Tenant(s):	Term:	Bond:	
Rent:			
Commercial/Industrial Tenancies			
(If necessary complete on a separate schedule)			
1. Name of Tenant(s):	Term:	Right of Renewal:	Other:
Rent:			
2. Name of Tenant(s):	Term:	Right of Renewal:	Other:
Rent:			
3. Name of Tenant(s):	Term:	Right of Renewal:	Other:
Rent:			

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WARNING AND DISCLAIMER

- This agreement is a standard form document. It is therefore likely that amendments and additions may need to be made in order to suit the circumstances of each of the vendor and the purchaser, and to suit the particular property involved. It is also important that you are certain that any amendments made correctly reflect your understanding of what has been agreed. You should always get legal advice before you sign the agreement and throughout the buying and selling process.
- ADLS and REINZ accept no liability whatsoever in respect of this document and any agreement which may arise from it.
- The vendor should check the correctness of all warranties made under clause 7, clause 8, and elsewhere in this agreement.
- In the case of a unit title, before the purchaser enters into the agreement, the vendor must provide to the purchaser a pre-contract disclosure statement under section 146 of the Unit Titles Act.
- The transaction may have tax implications for the parties and it is recommended that both parties seek their own professional advice regarding the tax implications of the transaction before signing, including:
 - the GST treatment of the transaction, which depends upon the GST information supplied by the parties and could change before settlement if that information changes; and
 - the income tax treatment of the transaction, including any income tax implications of purchase price allocation.

PROFESSIONAL ADVICE SHOULD BE SOUGHT REGARDING THE EFFECT AND CONSEQUENCES OF ANY AGREEMENT ENTERED INTO BETWEEN THE PARTIES.

Acknowledgements

Where this agreement relates to the sale of a residential property and this agreement was provided to the parties by a real estate agent, or by a licensee on behalf of the agent, the parties acknowledge that they have been given the guide about the sale of residential property approved by the Real Estate Authority and a copy of the agency's in-house complaints and dispute resolution process.

The person or persons signing this agreement acknowledge that either:

- they are signing in a personal capacity as the 'vendor' or 'purchaser' named on the front page, or
- they have authority to bind the party named as 'vendor' or 'purchaser' on the front page.

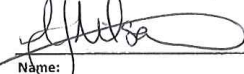
WARNING (This warning does not form part of this agreement)

Before signing, each party should read this entire contract and should obtain all relevant professional advice.

This is a binding contract. Once signed, you will be bound by the terms of it and there may be no, or only limited, rights to terminate it.

Signature of Purchaser(s):


A. Nilsen, Group Mgr Property (PCC)



Name:

~~Director / Trustee / Authorised Signatory / Agent / Attorney*~~
Delete the options that do not apply
If no option is deleted, the signatory is signing in their personal capacity

Signature of Vendor(s):





Name:

~~Director / Trustee / Authorised Signatory / Agent / Attorney*~~
Delete the options that do not apply
If no option is deleted, the signatory is signing in their personal capacity

~~Name:~~

~~Director / Trustee / Authorised Signatory / Agent / Attorney*~~
Delete the options that do not apply
If no option is deleted, the signatory is signing in their personal capacity

Name:

~~Director / Trustee / Authorised Signatory / Agent / Attorney*~~
Delete the options that do not apply
If no option is deleted, the signatory is signing in their personal capacity

*If this agreement is signed under:

- a Power of Attorney – please attach a Certificate of non-revocation (available from ADLS: 4098WFP or REINZ); or
- an Enduring Power of Attorney – please attach a Certificate of non-revocation and non-suspension of the enduring power of attorney (available from ADLS: 4997WFP or REINZ).

Also insert the following wording for the Attorney's Signature above:

Signed for [full name of the donor] by his or her Attorney [attorney's signature].

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AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

<p>VENDOR: The Otago Peninsula Agricultural and Pastoral Society</p> <p>Contact Details: Lox Kellas 027 968 0583</p> <p>VENDOR'S LAWYERS: Firm: Staley Cardoza Lawyers Individual Acting: Pamela Walker Email: pam@staleycardoza.co.nz Contact Details: PO Box 5698, Dunedin 9054 03 477 8856</p> <p>Email address for service of notices (clause 1.4): pam@staleycardoza.co.nz</p>	<p>PURCHASER: Dunedin City Council</p> <p>Contact Details: 50 The Octagon PO Box 5045 Dunedin 9054</p> <p>PURCHASER'S LAWYERS: Firm: Dunedin City Council Individual Acting: Candy Yoo Email: candy.yoo@dcc.govt.nz Contact Details: PO Box 5045, Dunedin 9054 03 474 3880</p> <p>Email address for service of notices (clause 1.4): candy.yoo@dcc.govt.nz</p>
<p>SALE BY LICENSED REAL ESTATE AGENT:</p> <p>Manager: Salesperson: Second Salesperson: Contact Details:</p> <p><small>Licensed Real Estate Agent under Real Estate Agents Act 2008</small></p>	
<p><small>© Auckland District Law Society Inc. (ADLS) & Real Estate Institute of New Zealand Inc. (REINZ)</small> IMPORTANT WARNING: All copyright in and associated with this form and its contents is owned by ADLS & REINZ. A user of this form only acquires a limited non-exclusive licence to use it <i>once within a single transaction only</i>. The standard ADLS & REINZ contract terms apply, which also prohibit any form of distribution, on-selling, or reproduction, including copying, digitising or recreating the form by any means whatsoever. ADLS & REINZ monitor the use of this form and may take enforcement action against any person acting in breach of these obligations. Copying or digitising this form and altering its standard text, without clearly identifying the alterations, is prohibited, and, in addition to copyright infringement, may also be a breach of the Fair Trading Act 1986 and misrepresentation.</p>	

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[Handwritten signatures and initials]