

16 JAN 2015



# Far North District Council

## AGREEMENT/LICENCE TO OCCUPY RECREATION RESERVE Pursuant to s53 Reserves Act 1977

The **Far North District Council** ("the licensor") hereby grants consent to Mr Robert Jeffery Pink trustee for **Hokianga Treks for Kids Charitable Trust (2159302)** ("the licensee") to occupy part of Rawene Domain.

The land to be occupied under this Licence (hereinto referred to as "the agreed area") is shown on the plan annexed hereto, and is described as those parcels of land being: **sections 6 and 7 Block XIV Mangamuka Survey District.**

### Term of Agreement/Licence:

Term:	One (1) year
Commencement Date:	1 June 2014
Rental:	\$100.00 plus GST per annum
Expiry Date:	31 May 2015
Final Expiry Date:	31 May 2019
Rights of Renewal:	Upon expiry of the one (1) year term this licence may be renewed upon the same terms and conditions provided that the licensee shall have first given to the licensor not less than one (1) calendar month's notice in writing of the intention to seek such renewal.

All further terms shall expire on or before the final expiry date.

Chg 103030  
enclosed

### Conditions of Licence

This Agreement is issued subject to the following conditions:-

- 1. Maintenance and statutory obligations:** The licensee shall at all times keep the site in a clean and tidy condition. And, where under any Act, Regulation or By-law any obligation is placed upon the licensee, the licensee shall perform all such obligations.

The licensee indemnifies the licensor against any costs or penalty (or the costs entailed in performing any such obligation) in respect of the same which might otherwise be payable by or imposed by the licensor.

- 2. Restrictions on assignment:** This licence is not assignable.

- 3. Permitted use:**

To provide a venue for the purpose of holding events and running programmes in equestrian skills for youth including training in horsemanship and mounted games.

The Licensee may from time to time be required to graze the rugby fields and to make an area available for the holding of public events.

The licensee shall not use this site or permit or suffer it to be used for any purposes other than to provide voluntary community equestrian programmes for youth without written consent of the licensor.



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The licensee shall at all reasonable times permit any authorised officer of the licensor access to the agreed area for the purpose of inspecting the land to satisfy the licensor that the terms of the licence are being complied with.

4. **Buildings:** The licensee will not erect any buildings upon the said land without the prior written consent of the licensor.
5. **Insurance:** The licensee shall be responsible for arranging its own insurance and the licensee must indemnify Council and take out a public liability insurance policy, the amount of cover must be not less than \$5,000,000.00.

**Compensation for improvements on termination of licence:** The licensee shall remove their improvements from the site and repair any damage caused by that removal and leave the whole of the agreed area in a clean and tidy condition and to the licensor's reasonable satisfaction.

**Reversion to licensor:** In the event that the licensee's improvements are not removed within three (3) calendar months of the date of expiry of this licence then the licensee's improvements will revert to the licensor who shall have the right to remove all the licensee's improvements and charge the licensee all costs of removal and storage of the licensee's improvements or deal with the improvements as it deems appropriate.

**Termination:** Either party may terminate this licence agreement whensoever it chooses, by giving no less than one (1) calendar month's notice in writing to the other party of its intention to terminate. Any notice delivered, posted, faxed or emailed shall be deemed to have been served on the day following the delivery, posting or transmission of such notice.

**Arbitration:** any dispute, difference or question arising between the parties about anything contained in or arising out of this licence will be referred to the arbitration of a single arbitrator under the Arbitration Act 1996.

### **Further conditions:**

1. The licensee shall graze the football field if required and will remove horses/stock on any public occasion.
2. The licensee shall be responsible for the provision of a stock-proof fence and ensure that any horses/stock on the land do not stray from the property.
3. The licensee shall not break up, or crop any part of the said land without the prior written consent of the licensor.
4. The licensee shall control weeds to the satisfaction of the Council.
5. The licensee shall monitor the stop-banks and flood gates and immediately notify the Council of any maintenance requirements.

A handwritten signature in blue ink, consisting of the letters 'ZK' followed by a large, stylized circular mark.



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- 6. The licensee must promptly pay to the relevant authority or supplier all charges for utilities (including water) which are separately metered or charged to the land and/or licensee's improvements.

Dated the 24<sup>th</sup> day of January 2015

Signed for and on behalf of the  
**Far North District Council**  
 pursuant to delegated authority by  
**Jacqueline Robson**  
 GM Infrastructure and Asset Management

[Signature]

in the presence of :

Liz Davidson

Name

EA to GM IAM.

Occupation

[Signature]

Signature

2 Garden Court, Hauru fells

Address

Signed for and on behalf of  
**Hokianga Treks for Kids Charitable Trust** by:

Robert Jeffery Pink - Trustee

in the presence of :

PATRICK D. MENDES.

Name

RETIRED

Occupation

[Signature]

P.D. Mendes.

Signature

7 MARINER ST.

Address

HAUENE.

# Licence to Hokianga Treks for Kids Charitable Trust Being Secs 6 & 7 Blk XIV Mangamuka SD

Date Printed: 04-April-2014



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