

Telecommunication Licence

DATED
2021

Between:	Far North District Council (Owner) and Vodafone New Zealand Limited (Vodafone)
Licence Fee:	\$9,000.00 per annum plus GST (if any) paid monthly in advance from the Commencement Date
Review Date(s):	3 yearly from the Commencement Date to CPI
Commencement Date:	The date on which this Licence is signed by all parties
Term:	Ten (10) years
Termination Dates:	The fifth anniversary of the Commencement Date
Land:	Wainui Road, Matauri Bay, Kaeo and being all that land contained in Sections 1 & 3 Block XIII Whakarara SD (North Auckland Registry)
Licence Area:	Part of the Land being approximately 510m ² of Section 3 Block XIII Whakarara SD located in the area marked "EXISTING LICENCE AREA 510m ² (30.0m x 17.0m)" on the attached plan(s)
Access:	Normal service: One to two hours per month Emergency: 24 hours per day, seven days per week
Proposed Use:	Telecommunication purposes

It is agreed that this Licence takes effect from the Commencement Date without the need for further documentation. Vodafone may go into possession, construct and operate the Telecommunication Facility on that date.

Office use only

Insert Commencement Date:

Executed as a Deed

Signed for and on behalf of the **Far North District Council** by:

Authorised Signatory/Designation

Print Name

Witness Signature

Print Name

Occupation

Address

Authorised Signatory/Designation

Print Name

Authorised Signatory/Designation

Print Name

Signed by Vodafone New Zealand Limited on the _____ day of _____ 2021 by two of its Attorneys who separately certify that it is being executed on Vodafone's behalf by its attorney and that we are attorneys for Vodafone under the Power of Attorney dated 12 October 2020 which has been deposited with Land Information New Zealand under No 11898662.1 and that we have not received any notice or information of the revocation of that appointment on the date that we sign this document:

and

Signature

Name:
Occupation:
Address:

Signature

Name:
Occupation:
Address:

Date

in the presence of:
WITNESS: (to both signatures)

Date

in the presence of:
WITNESS:

Signature

Name:
Occupation:
Address:

Signature

Name:
Occupation:
Address:

TERMS

1. Grant

1.1 The Owner grants to Vodafone:

- (a) an exclusive licence to use the Licence Area for the Proposed Use;
- (b) a licence to install, maintain and operate Lines as required from time to time to connect the Licence Area by the most convenient route to a public road and/or such other parts of the Land as Vodafone requires for the purposes of connecting to Telecommunication and/or electricity services; and
- (c) a licence to access the Licence Area and areas of the Land occupied by the Telecommunication Facility by the route(s) shown on the attached plan(s), or as agreed by the parties, on the terms contained in this Licence.

2. Term

- 2.1 This Licence starts on the Commencement Date and continues in force during the Term until brought to an end in accordance with the express provisions of this Licence.
- 2.2 If Vodafone occupies the Licence Area after the end of the Term with the Owner's agreement (other than under a further licence) Vodafone does so as a tenant for terms of three months but otherwise on the same terms and conditions as this Licence.

3. Vodafone's Covenants

- 3.1 Vodafone will pay the Licence Fee to the Owner by equal monthly payments in advance. The first payment will be made on the Commencement Date or after Vodafone receives the Owner's nominated bank account details and, if GST registered, a perpetual GST tax invoice (in the form if attached), whichever occurs later.
- 3.2 Vodafone will carry out installation and maintenance with as little interference as reasonably possible to the amenity of the Owner, its tenants, licensees or any lawful occupier of the Land and Vodafone is to repair any damage caused by Vodafone in so doing.
- 3.3 Vodafone will obtain and comply with all necessary consents from all Authorities for Vodafone to carry out its operations under this Licence.
- 3.4 Vodafone will not permit any part of the Telecommunication Facility to become a danger to members of the public or to the Owner, its tenants or invitees.
- 3.5 Vodafone will not obstruct the Owner, its tenants, invitees or any lawful occupier of the Land in their use of the Land other than as allowed under this Licence.
- 3.6 Vodafone agrees to indemnify the Owner against all expenses, actions, claims or demands arising directly out of Vodafone's use of the Telecommunication Facility in breach of this Licence.

4. Mutual Covenants

- 4.1 Vodafone may use those parts of the Land adjacent to the Licence Area and areas in which the Telecommunication Facility is installed as are reasonably required during the installation and maintenance of the Telecommunication Facility.
- 4.2 The Telecommunication Facility and all equipment installed in the Licence Area remain the property of Vodafone at all times and will not become fixtures irrespective of their degree of annexation to the Land.
- 4.3 Vodafone is not liable to pay any expenses or outgoings of the Land except for utilities it uses (eg power and water).
- 4.4 Vodafone may connect the Telecommunication Facility to the Owner's electricity supply or the most reliable and convenient electricity supply. The electricity supplied to the Telecommunication Facility will be separately metered and paid by Vodafone either directly to the electricity supply authority or to the Owner, whichever is most practical.
- 4.5 Vodafone may terminate this Licence as at each Termination Date by serving written notice on the Owner at least three months before a Termination Date. This termination does not affect the rights of either party against the other in respect of any breach or non-performance.
- 4.6 Vodafone will on the termination or expiry of this Licence remove the Telecommunication Facility. Vodafone will leave the Licence Area and other areas occupied by Vodafone clean and tidy, to the reasonable satisfaction of the Owner.
- 4.7 Vodafone may assign or grant a sub-licence of all or part of its rights, interests or obligations under this Licence to any Related Company, or to any purchaser of the whole or part of an interest in Vodafone's telecommunication network and/or services or to any other Network Operator. Vodafone may also assign or grant a sub-

licence of all or part of its rights, interests or obligations under this Licence to any other person with the prior written consent of the Owner.

- 4.8 Vodafone shall be entitled to grant a co-location licence to other parties with whom it has agreed to share the use of any part of the Telecommunication Facility but any such grant shall not relieve Vodafone from its liability as licensee under this Licence.

5. Owner's Covenants

- 5.1 Vodafone may peaceably hold and enjoy the Licence Area and any parts of the Land utilised by Vodafone under this Licence without any interruption by the Owner or any person claiming through the Owner.
- 5.2 The Owner acknowledges that the operation of the Telecommunication Facility relies on the transmission and reception of radio frequency emissions and agrees not to do or permit to be done any act that interferes with Vodafone's enjoyment of its rights under this Licence and without limitation the Owner must not grant any lease or licence authorising the operation of equipment that causes interference (as defined in section 2 of the Radiocommunications Act 1989) with the operation of the Telecommunication Facility without Vodafone's written consent.
- 5.3 The Owner will allow Vodafone access to the Telecommunication Facility and Licence Area during normal business hours, but at all times in an emergency or operational necessity.
- 5.4 The Owner warrants that it has a sufficient proprietary interest in the Land to fulfil its obligations under this Licence and has not entered into any inconsistent contracts or agreements.
- 5.5 The Owner will pay all rates, taxes and assessments charged on the Land by the due date for payment.
- 5.6 The Owner will inform any mortgagee or prospective mortgagee of the Land or secured creditor of the Owner of the existence of this Licence in writing and will obtain that party's written consent to this Licence together with an acknowledgement that no charge or encumbrance is created over the Telecommunication Facility and any equipment brought by Vodafone onto the Land.
- 5.7 The Owner will inform in writing any purchaser or prospective purchaser of the whole or any part of the Land of the existence of this Licence and ensure that before the settlement of any sale the purchaser enters into a deed with Vodafone in customary form agreeing to be bound by this Licence as licensor.
- 5.8 The Owner acknowledges that the terms of this Licence and its existence are commercially sensitive. The Owner agrees to keep this Licence and its existence strictly confidential and not to disclose or permit to be disclosed any of the terms of this Licence or its existence to any person other than the Owner's professional advisors, financiers, employees, purchasers and prospective purchasers of the Land on a "need to know" basis, without first obtaining Vodafone's written consent on each occasion.
- 5.9 The Owner will not allow any other occupier or other person to utilise, or obtain the benefit of, any consents obtained by Vodafone to install and use the Telecommunication Facility without Vodafone's prior written consent.

6. Termination by the Owner

- 6.1 The Owner may terminate this Licence by giving one month's written notice to Vodafone in any one or more of the following events and this Licence will terminate at the expiry of that period if Vodafone fails within that period (or such longer reasonable period as is required to remedy the breach or default) to remedy all notified defaults:
 - (a) Vodafone fails to pay the Licence Fee then due for 28 days after receipt of written notice from the Owner requiring payment; or
 - (b) Vodafone commits a material breach of any of its obligations under this Licence.

Any termination under this clause does not affect the rights of either party against the other as at the date of termination.

7. Termination by Vodafone

- 7.1 Vodafone may terminate this Licence by giving one month's written notice to the Owner in any one or more of the following events:
 - (a) any area(s) of the Land utilised by Vodafone are substantially unfit for Telecommunication purposes, in Vodafone's opinion;
 - (b) the Telecommunication Facility is subject to interference (including interference as defined in section 2 of the Radiocommunications Act 1989);

- (c) any application for a consent or permit required from time to time from any Authority for the installation and use of the Telecommunication Facility or any part of the Land for Telecommunication purposes is declined or granted subject to conditions which are unacceptable to Vodafone and Vodafone decides, in its sole discretion, not to object to those conditions or take any further action in respect of the same, or if Vodafone is unsuccessful in any objection, appeal or further action which it does take; or
- (d) there is a change in any Act or requirement of a relevant Authority or some alteration in Vodafone's operational requirements which renders Vodafone's use of any part of the Land illegal or unnecessary.

Any termination under this clause does not affect the rights of either party against the other as at the date of termination.

8. Review of Licence Fee and Renewal Term

- 8.1 The Licence Fee may be reviewed on the third anniversary of the Commencement Date, and three yearly thereafter ("Review Dates"). Not earlier than four (4) months prior to a Review Date and no later than four (4) months after the relevant Review Date (in which respect time shall be of the essence) the Owner may give notice to Vodafone seeking an adjustment to the Licence Fee (as payable since the later of the Commencement Date or most recent Review Date) in accordance with the percentage change in the Consumer Price Index (All Groups) for the corresponding period published by Statistics New Zealand or other governmental agency since the later of the Commencement Date or most recent Review Date. The Licence Fee shall be adjusted from the relevant Review Date.

9. Notices

- 9.1 Any notice or other document to be given, delivered or served under this Licence may be served:
 - (a) in any manner prescribed in Part 7 of the Property Law Act 2007; or
 - (b) by facsimile to the facsimile number of the party intended to be served.
- 9.2 Any notice or other document served by the method in clause 9.1(b) is deemed to have been received by the other party on the day after the date of successful transmission.
- 9.3 Any notice or other document to be delivered or served on Vodafone must be addressed to the General Counsel, Legal, Vodafone New Zealand Limited, 74 Taharoto Road, Takapuna, Auckland 0622, Fax 09 355 2005.

10. Disputes

- 10.1 If any dispute is not resolved by negotiation between the parties within 10 working days, that dispute will be finally resolved by arbitration under the Arbitration Act 1996 before a sole arbitrator agreed by the parties (or failing agreement nominated by the President of the New Zealand Law Society) who will decide the dispute in accordance with the substantive law of New Zealand.

11. Telecommunications Act 2001 and Radiocommunications Act 1989

- 11.1 Nothing in this Licence restricts or alters any of Vodafone's rights, powers, remedies or actions under the Radiocommunications Act 1989 or the Telecommunications Act 2001 or any Acts amending or in substitution for them.

12. Whole Agreement

- 12.1 This Licence is the entire agreement between the parties in respect of the subject matter of this Licence.

13. Glossary and Interpretation

13.1 Glossary

In this Licence, unless the context otherwise requires:

Authority means a local, territorial, governmental or other statutory authority having jurisdiction over the Land, the use of the Land under this Licence, or the carrying on of Vodafone's Telecommunication business;

Land means the land described on the front page of this Licence;

Licence means this licence including the front page, the terms, the plans and annexures as varied in writing from time to time;

Lines means a wire or wires, cable, conduit or conductor of any kind (including a fibre optic cable) used or intended to be used for Telecommunication or for the transmission of electricity and includes any insulator, casing, transformer, fixture (major or minor), tunnel or other equipment or material used or intended to be used for supporting, enclosing, surrounding or protecting any such wire(s), cable, conduit or conductor and includes any part of a Line;

Network Operator means a Network Operator as that term is defined in Section 5 of the Telecommunications Act 2001;

Owner means the Owner described on the front page and includes the Owner's successor(s) in title, executors, administrators and assigns, and where not repugnant to the context the employees, contractors and agents of the Owner;

Related Company has the meaning given to it in the Companies Act 1993;

Telecommunication means the conveyance, transmission, emission or reception of signs, signals, impulses, writing, images, sounds, instructions, information or intelligence of any nature whether by electromagnetic waves or not at any frequency and whether for the information of any person or not and includes any utility supply whether underground or overground incidental to Telecommunication;

Telecommunication Facility means any antenna (including microwave dishes), Lines, plant and equipment used or intended to be used for Telecommunication or for the transmission of electricity and includes any mast, pole, equipment cabinet, screen, fencing or other equipment or material used or intended to be used for mounting, supporting, enclosing, surrounding or protecting any such parts of the Telecommunication Facility;

Term means the term specified on the front page and any renewal, extension or continuation of the term granted in accordance with the provisions of this Licence;

Vodafone means Vodafone New Zealand Limited and includes its successors and permitted assigns and where not repugnant to the context the contractors, consultants, employees, invitees and agents of Vodafone.

13.2 Interpretation

The following rules of interpretation apply to this Licence:

- (a) headings in this Licence do not in any way limit or govern the interpretation of the terms of this Licence;
- (b) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Licence or any part of it;
- (c) obligations undertaken by more than one person are joint and several obligations;
- (d) where the Owner's consent or approval is required under any provision of this Licence, that consent or approval may not be unreasonably withheld or delayed;
- (e) the covenants and powers contained in clauses 4(1), 11 and 12 of Part 2 of Schedule 3 and also clause 13(1) of Part 3 of Schedule 3 of the Property Law Act 2007 are expressly negated.

14. Surrender

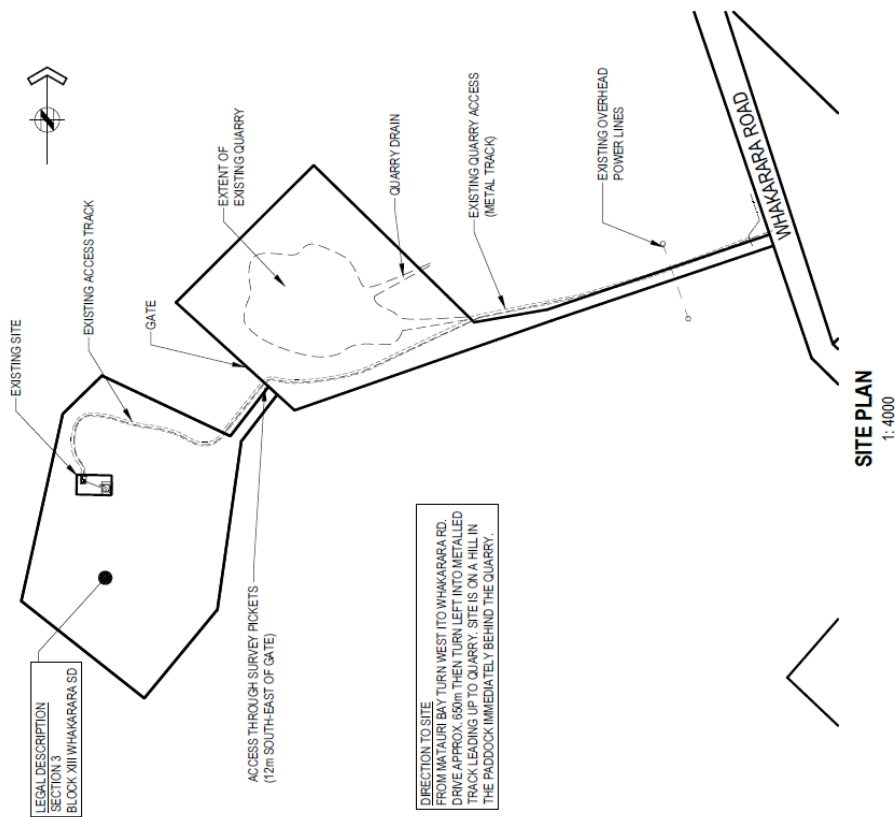
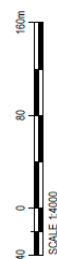
- 14.1 Vodafone and the Owner agree that upon the Commencement Date of this Licence the prior lease relating to certain parts of the Land pursuant to a lease of a telecommunications facility dated 2 September 1999 between Far North District Council as lessor and Vodafone New Zealand Limited as lessee ("Surrendered Lease") shall be surrendered and on the Commencement Date Vodafone assigns to the Owner all Vodafone's interest in the Surrendered Lease so that such interest merges in the Owner's interest in the Surrendered Lease and is extinguished from the Commencement Date.

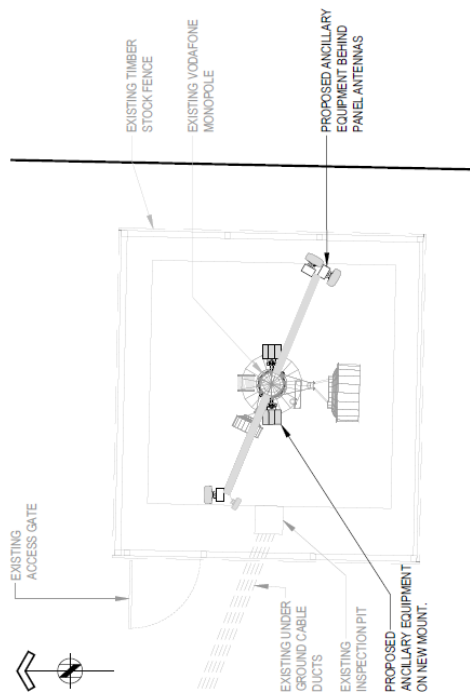
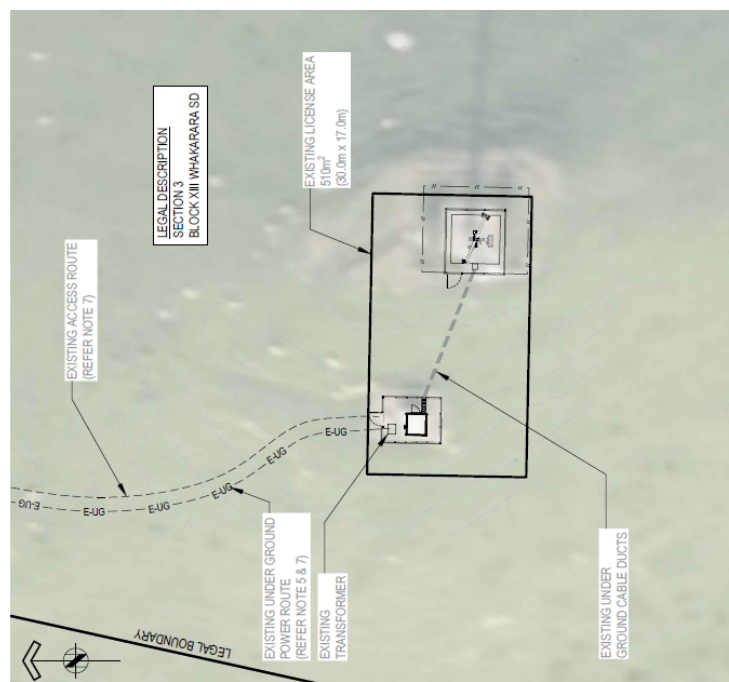
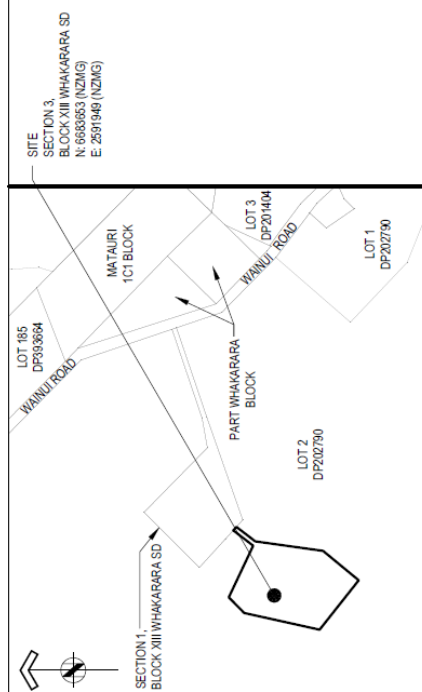
- 14.2 The Owner from the Commencement Date releases Vodafone from liability for future performance and observance of the covenants and conditions contained in the Surrendered Lease.

15.0 Reserves Act 1977

- 15.1 Vodafone acknowledges that it is bound by the provisions outlined in Section 48A of the Reserve Act 1977.


PLANS

SITE LOCALITY
NTS[illegible]



LEGEND

— P —	POWER
— T —	TELECOMMUNICATIONS
— T —	TELECOMMUNICATION - CHORUS
— G —	GAS
— W —	WATER
— EUG —	POWER - UNDER GROUND
— FO —	POWER - OVERHEAD
— SW —	FIBRE OPTIC
— S —	STORMWATER
— — —	SEWER
— — —	ACCESS ROUTE
— — —	LEGAL BOUNDARY
— — —	DRAIN
— — —	DRAINAGE
— — —	FENCE

 vodafone TELECOMMUNICATIONS NETWORK		Project:		Drawing Title:		Station:	
						EQUIPMENT LAYOUT	
						PLANNING	
						Site Code N1MBY	Scale AS SHOWN
						Site Type GREENFIELD	Sheet Size A3
						CONFIDENTIAL DO NOT COPY	
						Drawing No. S-010-SP 2	
						Notes: 1. Planing using Vodafone drawings and other data source provided. 2. Using boundaries and other data in electronic format where not available. All data is subject to change without notice. 3. All data is subject to change without notice. 4. All data is subject to change without notice. 5. All data is subject to change without notice. 6. All data is subject to change without notice. 7. All data is subject to change without notice. 8. All data is subject to change without notice. 9. All data is subject to change without notice. 10. All data is subject to change without notice.	

Sample Perpetual GST Tax Invoice

[supplier name]
[supplier address]

GST No. [____ - ____ - ____]

Recipient: Vodafone New Zealand Limited
C/- Colliers International
PO Box 1631
AUCKLAND 1140

Perpetual GST Tax Invoice

Telecommunications facility licence to Vodafone New Zealand Limited – Premises at [site address]

To: Licence Fee \$[_____]

Payable by annual/monthly instalments (in
advance) of \$[_____] for the period
[commencement date] to [first review date]
plus GST

\$[_____]

TOTAL

\$[_____]

[Supplier name]

Date

[Vodafone site ID Code (TLA)]

Bank Account Details:

Account name

____ - ____ - ____ - ____ - ____ - ____ - ____ - ____
Bank Branch Account Suffix