

Laura Bowman

From: official information
Sent: Monday, 20 December 2021 3:14 pm
To: [REDACTED]
Cc: official information
Subject: Final Response - LGOIMA 21326 - Copies and Lease information relating to Celebrating Age Centre / 30 Victoria Street
Attachments: Age Concern Signed lease.pdf; Letter Age Concern signed lease_Redacted.pdf; Combined Correspondence - FINAL.pdf
Importance: High

Kia Ora,

I refer to your **information request below**, Hamilton City Council is able to provide the following response.

Please find attached the Lease Agreement, which includes other information requested such as lease amount and conditions of lease.

Please also find attached, all communications received relevant to your request. Note – all redactions have been made in accordance with the following:

- S 7(2)(a) of LGOIMA: to protect the privacy of natural persons.
- S 7(2)(b)(ii) of LGOIMA: this information would like prejudice the commercial position of the person who is the subject of this information
- S 16(1) of LGOIMA: this information does not pertain to the request and has therefore been removed to make other relevant information in this document, available to you.

You have the right to seek an investigation and review by the Ombudsman of this decision. Information about how to make a complaint is available at www.ombudsman.parliament.nz or freephone 0800 802 602.

Kind Regards,

Official Information Team

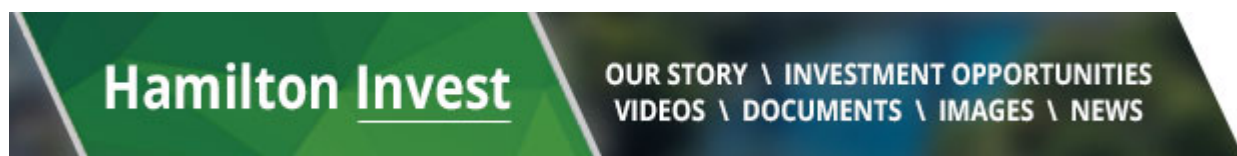
Legal Services & Risk | People and Organisational Performance

Email: officialinformation@hcc.govt.nz



Hamilton City Council | Private Bag 3010 | Hamilton 3240 | www.hamilton.govt.nz

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From:

Sent: Wednesday, 3 November 2021 3:54 pm

To: official information <officialinformation@hcc.govt.nz>

Subject: Official Information request - 30 Victoria Street

Kia ora

Could you please provide me with any information regarding the lease of the Celebrating Age Centre at 30 Victoria Street, including copies of any lease agreements that were in effect in the last 6 years, how much the building is currently leased for, conditions attached to the lease regarding community hire and any communication sent from council staff or recieved by council staff from the last 5 years, specifically about community hire of any of the spaces at the premises since Age Concern took over managing bookings.

Ngā mihi

COMMUNITY GROUP LEASE

between

HAMILTON CITY COUNCIL

and

AGE CONCERN HAMILTON INCORPORATED

DEED dated

PARTIES

- (1) **HAMILTON CITY COUNCIL** ("Lessor")
- (2) **AGE CONCERN HAMILTON INCORPORATED** ("Lessee")

BACKGROUND

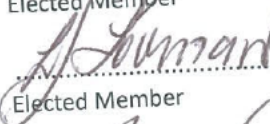
- A. The Lessor is the registered proprietor of the building known as the Celebrating Age Centre which is situated on the Lessor's land at 30 Victoria Street, Hamilton being the land legally described as Allotment 443, 443A Town of Hamilton West comprised in certificate of title SA20/293 and held as endowment property
- B. The Lessor has agreed to lease and the Lessee has agreed to take on lease that part of the Celebrating Age Centre as shown highlighted in red on the plan and the as outlined on the floorplan attached to this Lease as Schedule 3 ("Premises").

1. GRANT OF LEASE

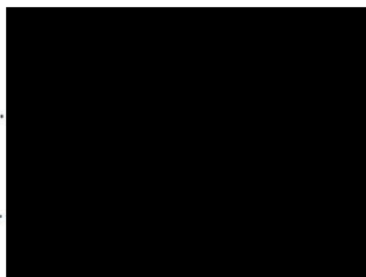
- 1.1 The Lessor leases to the Lessee and the Lessee takes on lease the Premises for the Term from the Commencement Date at the Rent subject to the terms and conditions set out in this Lease.

Executed as a deed

SIGNED on behalf of **HAMILTON CITY COUNCIL** as Lessor by:

) 
)
) Elected Member
) 
)
) Elected Member
) 
)
 Acting Chief Executive Officer

THE COMMON SEAL of AGE CONCERN
 HAMILTON INCORPORATED was affixed
 in the presence of:



SCHEDULE 1
(Reference Schedule)

Premises	1007m2 being all of the Celebrating Age Centre as shown outlined in red on the plan attached to this Lease as Schedule 3. Does the Lessor own the building? Yes		
Car Parks (if any)	N/A		
Term	5 years		
Commencement Date	1 July 2018	Expiry Date	30 June 2023
Right of Renewal	There is no right of renewal provided by this Lease.		
Rent	\$9,440.63 plus GST per annum until the rent is reviewed in accordance with clause 4.2 of Schedule 2.		
Rent Payment Dates	The 1 st day of July and January in each year during the Term of this Lease.		
Rent Review Dates	1 July 2018 and annually thereafter to be reviewed in accordance with clause 4.2 of Schedule 2.		
Proportion of Outgoings	The Lessee shall pay the charges referred to in clause 4.3 of Schedule 2.		
Default Interest Rate	6%		
Permitted Activity (clause 2)	To provide services to older people and community activities		
Public Liability Insurance (clause 16.4)	\$1 million or such other amount from time to time reasonably required by the Lessor.		
Lessor's Contact Details	Community Occupancy Advisor Hamilton City Council Private Bag 3010 Hamilton 3240		

Lessee's Contact Details	Name:	[REDACTED]
	Address:	Celebrating Age Centre 30 Victoria Street Hamilton 3204
	Phone:	[REDACTED]
	Email:	[REDACTED]

[Handwritten signature]
B2 W

SCHEDULE 2
(General Terms and Conditions)

1. INTERPRETATION

1.1 In this Lease:

- (a) "the Lessor" and "the Lessee" means where appropriate the executors, administrators, successors and permitted assignees of the Lessor and the Lessee.
- (b) "Lease" means this Deed of Lease including Schedules 1 to 4.
- (c) "Maintenance Matrix" means the maintenance matrix set out in Schedule 4.
- (d) "Policy" means Hamilton City Council's Community Occupancy Policy or any policy amending, consolidating or replacing it.
- (e) "Working Day" has the meaning given to it in the Property Law Act 2007.
- (f) The Background forms part of this Lease. Any words defined in the Background shall have that meaning throughout the Lease and whenever words appear in this Lease that also appear in Schedule 1 then those words shall mean and include the details supplied after them in Schedule 1.
- (g) References to clauses and schedules are references to clauses and schedules of this Lease.
- (h) Whenever the words "includes" or "including" are used in this Lease, they are deemed to be followed by the words "without limitation".
- (i) Any covenant or agreement on the part of two or more persons will bind those persons jointly and severally.
- (j) Reference to any statute, regulation, ordinance, or bylaw will be deemed to extend to all statutes, regulations, ordinances, or bylaws amending, consolidating or replacing the same.
- (k) Where the Lessor's consent or approval is required pursuant to any provision of this Lease, the consent or approval will be required for each separate occasion, notwithstanding any prior consent or approval obtained for the like purpose on any prior occasion, and such approval must not be unreasonably withheld or delayed.

2. USE OF PREMISES

- 2.1** The Lessee is only allowed to use the Premises for the Permitted Activity. The Lessee will not enter into any arrangement with any party to allow commercial activity or any other activity not specified in Schedule 1 to be based on the Premises unless the Lessee has obtained the prior approval in writing of the Lessor.

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- 2.2 If, after making such enquiries as the Lessor thinks fit and giving the Lessee an opportunity of explaining the usage of the Premises, the Lessor is of the opinion that the Premises are not being used or are not being sufficiently used for the Permitted Activity specified in this Lease, then the Lessor may terminate this Lease by giving not less than 6 months written notice to the Lessee, and the Premises together with all improvements (if any) will revert to the Lessor without compensation being payable to the Lessee.

3. **TERM**

- 3.1 The term of this Lease shall be that provided in Schedule 1.
- 3.2 If this Lease continues, with the consent of the Lessor, past the expiration of the Term then the Holding Over provisions of this Lease shall apply.

4. **PAYMENTS**

4.1 **Payment of Rent**

The Lessee shall pay the Rent by equal half yearly payments in advance (or as varied pursuant to any rent review) on the Rent Payment Dates, but the first half yearly payment shall be payable on the Commencement Date on a proportionate basis for any broken period until the next Rent Payment Date. All rent shall be paid without any deductions by direct payment to the Lessor or as the Lessor may direct.

4.2 **Rent Review**

The Lessor may review the Rent on the Rent Review Dates as follows:

- (a) The Lessor can at any time up to the date that is one (1) month before the Rent Review Date give written notice to the Lessee specifying the new Rent as at the Rent Review Date.
- (b) The new Rent must be consistent with the Policy.
- (c) The new Rent shall be payable as from the Rent Review Date and the Lessee shall have no right of objection or arbitration in respect of the Lessor's decision as to the amount of rental payable under this Lease.
- (d) The Lessor may require the rent review to be recorded in a Deed.

4.3 **Outgoings**

- (a) The Lessee shall pay all outgoings properly and reasonably incurred in respect to the Premises including, without limitation:
 - (i) All general and special rates, water rates, sewerage, rubbish collection and other charges for the Premises.
 - (ii) All charges for gas, electricity, telephones and any other utilities or services including line charges for the Premises.



~~(iii) Insurance premiums (clause 16).~~

- (iv) Cleaning, maintenance and repair charges.
- (b) Where any outgoing is not separately assessed or levied in respect of the Premises then the Lessee shall pay such fair proportion as shall be specified by the Lessor acting reasonably.
- (c) The Lessor may vary the proportion of any outgoing payable to ensure the Lessee pays a fair proportion of the outgoing.
- (d) The outgoings shall be payable on demand.
- (e) The Lessee's liability to pay outgoings incurred during the Term shall subsist notwithstanding the end or earlier termination of the Term.

4.4 Goods and Services Tax

- (a) The Lessee shall pay to the Lessor or as the Lessor shall direct Goods and Services Tax payable by the Lessor in respect of the rental and other payments payable by the Lessee hereunder. The tax in respect of the rental shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payment shall be payable on demand.
- (b) If the Lessee shall make default in payment of the rental or other moneys payable hereunder and the Lessor becomes liable to pay additional Goods and Services Tax then the Lessee shall on demand pay to the Lessor the additional tax.

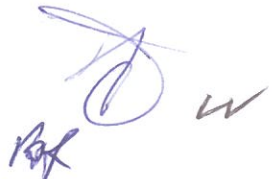
4.5 Interest on Unpaid Money

If the Lessee defaults in payment of the rent or other moneys payable hereunder for 10 Working Days then the Lessee shall pay on demand interest at the Default Interest Rate on the moneys unpaid from the due date for payment to the date of payment.

4.6 Costs

The Lessee shall pay the Lessor's costs arising out of and in connection to this Lease including:

- (a) All statutory and administration costs incurred by the Lessor.
- (b) The Lessor's solicitor's reasonable costs of and incidental to the preparation of this Lease and any variation or renewal or any Deed recording a rent review.
- (c) The Lessor's reasonable costs incurred in considering any request by the Lessee for the Lessor's consent to any matter contemplated by this Lease.
- (d) The Lessor's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Lessor's rights remedies and powers under this Lease.



5. REPORTING REQUIREMENTS

5.1 The Lessee will share with the Lessor such information on its activities as may reasonably be requested by Lessor from time to time. As a minimum requirement, the Lessee will report to the Lessor on the following:

- (a) Lessee's Community Outcomes Plan developed in accordance with the Policy.
- (b) Report outlining Lessee's achievements against the Community Outcomes Plan.
- (c) Lessee's annual accounts (the Lessor may require these to be audited).
- (d) Lessee's adopted budget for the forthcoming year.
- (e) Confirmation of current insurance policies for the Premises.
- (f) Contact details (e.g. name, postal address, phone number and email address of contact person for the Lessee).
- (g) Copies of any minutes, resolutions, president's reports of the Lessee.
- (h) Report on usage rates for the Premises by the Lessee.

6. LESSEE'S RULES

6.1 The Lessee must make rules for the management and control of the Premises and for the conduct of persons using the Premises. All such rules must be submitted and approved by the Lessor before coming into force.

7. NO DISCRIMINATION

7.1 The Lessee must comply with the Human Rights Act 1993 so far as it applies to the Lessee, and will not refuse membership to any person applying for membership by reason of any of the prohibited grounds for discrimination in that Act.

8. HEALTH AND SAFETY

8.1 The Lessee must exercise the rights granted by this Lease in a safe and reliable manner and must comply with the Health and Safety at Work Act 2015.

8.2 The Lessee shall at its own cost prepare a health and safety plan and shall ensure that the health and safety plan is fully implemented and in addition the Lessee shall:

- (a) Notify the Lessor of any occurrence, activity or event on the Premises which may endanger the public or the environment.
- (b) Take all practicable steps to eliminate any dangers and to protect the safety of all persons present on the Premises and must, where necessary, erect signposts warning the public of any dangers they may encounter on the Premises.

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- (c) Record and report to the Lessor all accidents involving serious harm within 24 hours of their occurrence and forward an investigation report within 3 days of the accident occurring.

9. NO NOXIOUS USE

9.1 The Lessee shall not:

- (a) Bring upon or store within the Premises nor allow to be brought upon or stored within the Premises any machinery goods or things of an offensive noxious illegal or dangerous nature, or of such weight size or shape as is likely to cause damage to the Premises, any surfaced area or the Lessor's improvements, fixtures or fittings;
- (b) Contaminate the Premises and shall undertake all works necessary to remove any contamination of the Premises other than contamination not caused by the Lessee or which took place prior to the commencement date of the lease term. Contamination means any change to the physical chemical or biological condition of the property by a "contaminant" as that word is defined in the Resource Management Act 1991;
- (c) Use the Premises or allow them to be used for any noisome noxious illegal or offensive trade or business; or
- (d) Allow any act or thing to be done which may be or grow to be a nuisance disturbance or annoyance to the Lessor, other lessees, licences or users of the Premises, or any other person.

10. LIQUOR

- 10.1 The Lessee must not apply for a special liquor licence or vary any liquor licence for the Premises or any part of the Premises without first obtaining the consent in writing of the Lessor in its capacity as registered proprietor of the Premises in addition to any consent required from Hamilton City Council acting in its regulatory capacity.

11. MAINTENANCE

11.1 Maintenance Matrix

The Lessor and Lessee shall each be responsible for their respective maintenance obligations as set out in the Maintenance Matrix in Schedule 4 .

11.2 Lessee's obligations

- (a) Subject to the provisions of the Maintenance Matrix, the Lessee shall in a proper and workman like manner and to the reasonable requirements of the Lessor keep and maintain the Premises including the Lessor's fixtures and fittings in the same clean order repair and condition as they were in at the commencement of this Lease and will at the end or earlier determination of the term quietly yield up the same in the like clean order repair and condition. In each case, the Lessee shall not be responsible for fair, wear and tear arising from reasonable use of the Premises. Where the Premises are damaged by fire flood explosion lightning storm earthquake

volcanic activity or any risk against which the Lessor is (or has covenanted with the Lessee to be) insured, then the Lessee is liable for the cost of making good that damage to the extent that:

- (i) The damage was intentionally caused by the Lessee or those for whom the Lessee is responsible;
 - (ii) The damage was the result of an act or omission by the Lessee or those for whom the Lessee is responsible and that act or omission:
 - A. occurred on or about the Premises; and
 - B. constitutes an indictable offence within the meaning of the Summary Proceedings Act 1957; or
 - (iii) Any insurance moneys otherwise payable are rendered irrecoverable because of an act or omission of the Lessee or those for whom the Lessee is responsible.
- (b) The Lessee shall make good any damage to the the Premises or loss caused by improper careless or abnormal use by the Lessee or those for whom the Lessee is responsible, to the Lessor's reasonable requirements.
- (c) If the Premises contain toilets, sinks and drains then they shall be used for their designed purposes only and no substance or matter shall be deposited in them which could damage or block them.
- (d) The Lessee shall regularly cause rubbish and garbage to be removed from the Premises and will keep any rubbish bins or containers in a tidy condition.
- (e) If the Lessor gives the Lessee written notice of any failure on the part of the Lessee to comply with any of the requirements of clauses 11.1 or 11.2 the Lessee shall with all reasonable speed so comply.

11.3 Lessor's obligations

If the Premises comprise the whole or part of a building owned by the Lessor then the Lessor shall keep and maintain the building, all building services, and the Lessor's fixtures and fittings, in good order repair and condition but the Lessor shall not be liable for any:

- (a) Repair or maintenance which the Lessee is responsible to undertake; or
- (b) Want of repair or defect in respect of building services, so long as the Lessor is maintaining a service maintenance contract covering the work to be done, or where the building services have not been supplied by the Lessor; or
- (c) Repair or maintenance which is not reasonably necessary for the Lessee's use and enjoyment of the Premises and the car parks (if any); or

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- (d) Loss suffered by the Lessee arising from any want of repair or defect unless the Lessor shall have received notice in writing thereof from the Lessee and shall not within a reasonable time thereafter have taken appropriate steps to remedy the same.

11.4 Notification of defects

If the Premises comprise any buildings and improvements owned by the Lessor then the Lessee shall give to the Lessor prompt notice of any accident to or defect in the Premises of which the Lessee may be aware and in particular in relation to any pipes or fittings used in connection with the water electrical gas or drainage services.

11.5 Lessor's right of inspection

The Lessor and the Lessor's employees contractors and invitees may at all reasonable times enter upon the Premises to view their condition.

11.6 Lessor may repair

If default shall be made by the Lessee in the due and punctual compliance with any repair notice given by the Lessor pursuant to this Lease, or if any repairs for which the Lessee is responsible are required to be undertaken as a matter of urgency then without prejudice to the Lessor's other rights and remedies expressed or implied the Lessor may by the Lessor's employees and contractors with all necessary equipment and material at all reasonable times enter upon the Premises to execute such works. Any moneys expended by the Lessor in executing such works shall be payable by the Lessee to the Lessor upon demand together with interest thereon at the Default Interest Rate from the date of expenditure to the date of payment.

11.7 Access for repairs

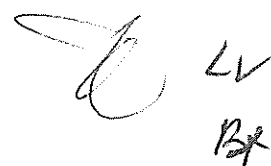
The Lessee shall permit the Lessor and the Lessor's employees and contractors at all reasonable times to enter the Premises to carry out repairs to the Premises or adjacent Premises and to install inspect repair renew or replace any services where the same are not the responsibility of the Lessee all such repairs inspections and work to be carried out with the least possible inconvenience to the Lessee.

12. IMPROVEMENTS

- 12.1 The Lessee shall not build any buildings or make any structural or other alterations to any buildings comprising part of the Premises without the prior written consent of the Lessor. The Lessor's consent can be withheld for any reason.

- 12.2 The Lessee, when undertaking any "building work" to the Premises (as that term is defined in the Building Act 2004), shall:

- (a) Complete such building works strictly in accordance with the plans and specifications that have been approved by the Lessor in accordance with clause 12.1 above and within such timeframes as reasonably required by the Lessor and if the Lessor has not specified a timeframe at the time of approving the plans and specifications then within 24 months of the date of commencement of the building works; and

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- (b) Comply with all statutory requirements including the obtaining of building consents and code compliance certificates and shall not allow the Premises to be open to members of the public or allow use of the Premises by members of the public if that would be in breach of section 363 of the Building Act 2004.

13. REMOVAL OF IMPROVEMENTS

13.1 On termination of this Lease for any reason whatsoever the land together with all buildings and improvements comprising part of the Premises shall revert to the Lessor without compensation payable to the Lessee PROVIDED THAT:

- (a) The Lessee shall, if required by the Lessor remove all or part of the partitions, alterations or additions installed or made by the Lessee to the Premises on or prior to, the expiration of the Term or such other timeframe agreed in writing by the Lessor.
- (b) The Lessee shall, if required by the Lessor:
 - (i) Make good damage to the Premises caused by such removal or otherwise caused by the Lessee, including, but not by limitation, the removal of rubbish;
 - (ii) Restore the Premises to their condition prior to the Lessee making such alterations or improvements; and
 - (iii) Where the Term is determined for any reason, effect such removal and making good of damage immediately after determination.
- (c) If the Lessee fails to complete any removal and making good when required under subclauses 13.1(a) and 13.1(b), the Lessor may do so and the Lessee will on demand pay all costs and expenses incurred by the Lessor in doing so.

14. COMPLIANCE WITH STATUTES AND REGULATIONS

- 14.1 The Lessee shall comply with the provisions of all statutes, ordinances, regulations and by-laws in any way relating to or affecting the Premises or the use of the Premises by the Lessee or other occupant and will also comply with the provisions of all licences, requisitions and notices issued by any competent authority in respect of the Premises or their use by the Lessee or other occupant.
- 14.2 Notwithstanding the provisions of clause 14.1, where the Premises or any part of the Premises comprise a building owned by the Lessor then the Lessor will undertake such action required to ensure compliance with the Building Act 2004 (unless any particular obligation is the responsibility of the Lessee as the occupier of the Premises) but the Lessee shall on demand by the Lessor pay by way of refund to the Lessor all costs incurred by the Lessor in respect of such action. For the avoidance of doubt, the Lessee shall not be required to refund any costs relating the Lessors compliance with the requirements of the Building (Earthquake-prone Buildings) Amendment Act 2016.

15. SIGNS

- 15.1 The Lessee must not erect, paint, display or allow on the Premises any signs, notices or advertising material unless the Lessee first obtains the consent in writing of the Lessor as the registered proprietor of the Premises in each case. It will be a condition of any consent that any approved signs must comply with the relevant bylaws, district plan and have necessary regulatory approvals. The Lessor acting in its sole discretion may require any approved signs to be removed at any time. The Lessee must remove any signs and make good any damage occasioned thereby within 10 Working Days of receiving a request from the Lessor.

16. INSURANCE AND INDEMNITY

16.1 Lessee to occupy Premises at own risk

The Lessee agrees to occupy and use the Premises at the Lessee's risk and releases to the full extent permitted by law the Lessor, its servants and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Premises.

16.2 Indemnity by Lessee

The Lessee shall keep the Lessor indemnified against all claims, actions, losses and expenses of any nature which the Lessor may suffer or incur or for which the Lessor may become liable in respect of:

- (a) The neglect or careless use or misuse by the Lessee or persons under the control of the Lessee of the Premises or arising out of any faulty fixture or fitting of the Lessee; and
- (b) Any accident or damage to property or any person arising from any occurrence in or near the Premises wholly or in part by reason of any act or omission by the Lessee or persons under the control of the Lessee.

16.3 Public Liability

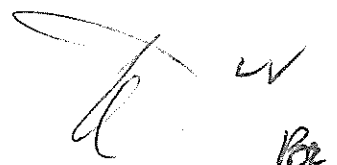
The Lessee, at the Lessee's expense, shall effect and keep current in respect of the Premises, and the Lessee's use of the Premises, a policy of public risk insurance for an amount of not less than the amount specified in Schedule 1, or such other amount from time to time reasonably required by the Lessor, for any one event with a substantial reputable insurance office or company first approved in writing by the Lessor (such approval not to be unreasonably or arbitrarily withheld).

16.4 Insurance Policies

The Lessee must provide the Lessor with a copy of the insurance policy effected pursuant to clause 16.3 together with such confirmation of payment of premiums as the Lessor may from time to time reasonably require.

16.5 Failure to Comply

If the Lessee fails to comply with its obligations under clause 16.3 the Lessor may (but will not be obliged to) carry out such obligations on behalf of, and in the name of, the Lessee and pay any premiums. All moneys paid by the Lessor pursuant to this clause together with

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interest at the Default Interest Rate and the Lessor's reasonable costs incurred while carrying out such obligations will be recoverable by the Lessor from the Lessee as if they were arrears of rental.

16.6 Lessee not to Void Insurances

The Lessee shall not do anything or permit anything to be done which may render void or voidable or less effective any policy of insurance effected in respect of the Premises. Where the Lessee has rendered any insurance less effective or void and the Lessor has suffered loss or damage thereby the Lessee shall forthwith compensate the Lessor in full for such loss or damage.

17. DAMAGE TO OR DESTRUCTION OF PREMISES

17.1 Total Destruction

If the Premises or any portion of any building owned by the Lessor of which the Premises form part shall be destroyed or so damaged:

- (a) As to render the Premises untenable then the Term shall at once terminate; or
- (b) In the reasonable opinion of the Lessor as to require demolition or reconstruction, then the Lessor may within 3 months of the date of damage give the Lessee 20 Working Days' notice to terminate and a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage.

Any termination pursuant to this clause shall be without prejudice to the rights of either party against the other.

17.2 Partial Destruction

- (a) If the Premises or any portion of any building owned by the Lessor of which the Premises may form part shall be damaged but not so as to render the Premises untenable and:
 - (i) The Lessor's policy or policies of insurance shall not have been invalidated or payment of the policy moneys refused in consequence of some act or default of the Lessee; and
 - (ii) All the necessary permits and consents shall be obtainable:

Then the Lessor shall with all reasonable speed expend all the insurance moneys received by the Lessor in respect of such damage towards repairing such damage or reinstating the Premises and/or the Lessor's building(s) but the Lessor shall not be liable to expend any sum of money greater than the amount of the insurance money received.

- (b) Any repair or reinstatement may be carried out by the Lessor using such materials and form of construction and according to such plan as the Lessor thinks fit and shall be sufficient so long as it is reasonably adequate for the Lessee's occupation and use of the Premises.

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- (c) Until the completion of the repairs or reinstatement a fair proportion of the rent and outgoings shall cease to be payable as from the date the damage occurred.
- (d) If any necessary permit or consent shall not be obtainable or the insurance moneys received by the Lessor shall be inadequate for the repair or reinstatement then the Term shall at once terminate but without prejudice to the rights of either party against the other.

18. LESSOR'S RIGHT TO TERMINATE

- 18.1 If, after giving due consideration to the public interest in the Premises, the Lessor is of the view that the Premises or any part of the Premises could be better used for any other purpose, the Lessor may terminate this Lease by not less than 6 months written notice to the Lessee.
- 18.2 The Lessee may terminate this Lease by providing not less than 6 months written notice to the Lessor.

19. DEFAULT

19.1 Cancellation

The Lessor may (in addition to the Lessor's right to apply to the Court for an order for possession) cancel this lease by re-entering the Premises at the time or any time thereafter:

- (a) If the rent shall be in arrears and unpaid for ten 10 working days after any of the rent payment dates and the Lessee has failed to remedy that breach within 10 Working Days after service on the Lessee of a notice in accordance with section 245 of the Property Law Act 2007;
- (b) In case of breach by the Lessee of any covenant or agreement on the Lessee's part herein expressed or implied (other than the covenant to pay rent) after the Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with section 246 of the Property Law Act 2007;
- (c) If the Lessee shall make or enter into or endeavour to make or enter into any composition assignment or other arrangement with or for the benefit of the Lessee's creditors;
- (d) In the event of the insolvency bankruptcy or liquidation of the Lessee; or
- (e) If the Lessee shall suffer distress or execution to issue against the Lessee's property goods or effects under any judgement against the Lessee in any Court for a sum in excess of five thousand dollars (\$5,000):

and the term shall terminate on such cancellation but without prejudice to the rights of either party against the other.

Handwritten signature and initials in blue ink, located in the bottom right corner of the page.

19.2 Essentiality of Payments

- (a) Failure to pay rent or other moneys payable hereunder on the due date shall be a breach going to the essence of the Lessee's obligations under the Lease. The Lessee shall compensate the Lessor and the Lessor shall be entitled to recover damages from the Lessee for such breach. Such entitlement shall subsist notwithstanding any determination of the Lease and shall be in addition to any other right or remedy which the Lessor may have.
- (b) The acceptance by the Lessor of arrears of rent or other moneys shall not constitute a waiver of the essentiality of the Lessee's continuing obligation to pay rent and other moneys.

19.3 Repudiation

The Lessee shall compensate the Lessor and the Lessor shall be entitled to recover damages for any loss or damage suffered by reason of any acts or omissions of the Lessee constituting a repudiation of the Lease or the Lessee's obligations under the Lease. Such entitlement shall subsist notwithstanding any determination of the Lease and shall be in addition to any other right or remedy which the Lessor may have.

20. ASSIGNMENT OR SUBLETTING

- 20.1 The Lessee must not assign, mortgage, charge, sublet or part with possession of the Premises, or any part of the Premises, without first obtaining the written consent of the Lessor. The Lessor shall at all times have power in the public interest and may in its discretion refuse any application for consent or grant its consent subject to such conditions as it thinks fit.
- 20.2 Notwithstanding the restrictions in clause 20.1, the Lessee may licence parts of the Premises to SeniorNet and GreyPower or other community groups provided Council's Parks and Recreation staff are reasonably satisfied with such community groups and otherwise in accordance with clause 22.2 of this Lease.

21. GENERAL

21.1 Holding Over

If the Lessor permits the Lessee to remain in occupation of the Premises after the expiration or sooner determination of the term, such occupation shall be a periodic tenancy only terminable by 20 working days' notice at the rent then payable and otherwise on the same covenants and agreements (so far as applicable to a periodic tenancy) as herein expressed or implied.

21.2 Lease of Premises Only

The tenancy shall relate only to the Premises.

21.3 Administering Body or Registered Proprietor

The Lessor has entered into this Lease in its capacity as registered proprietor of the Premises and not as a regulatory authority. The two roles are different and nothing in this Lease shall restrict or bind Hamilton City Council in its regulatory capacity. Any consents or agreements given herein shall not be construed as consent or agreement by Hamilton City Council in its regulatory capacity.

21.4 Neglect of Other Persons

The Lessor shall not be responsible to the Lessee for any act or default or neglect of any other Lessee, Licensee or other user of the Premises.

21.5 Suitability

No warranty or representation expressed or implied has been or is made by the Lessor that the Premises are now suitable or will remain suitable or adequate for use by the Lessee or that any use of the Premises by the Lessee will comply with the by-laws or ordinances or other requirements of any authority having jurisdiction.

21.6 Waiver

No waiver or failure to act by either party in respect of any breach by the other shall operate as a waiver of another breach.

21.7 Not Registrable

This Lease is not registrable and the Lessee may not register a caveat against the Identifier for the Premises.

21.8 Notices

(a) All notices must be in writing and must be served by one of the following means:

(i) In the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and

(ii) In all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:

A. In the manner authorised by sections 354 to 361 of the Property Law Act 2007; or

B. By personal delivery, or by posting by registered or ordinary mail, or by facsimile, or by email.

(b) In respect of the means of service specified in clause 21.8(a)(ii)B, a notice is deemed to have been served:

(i) In the case of personal delivery, when received by the addressee;

(ii) In the case of posting by mail, on the second working day following the date of posting to the addressee's last known address in New Zealand;

Handwritten signature and initials in blue ink, including a large stylized 'G' and the letters 'BR' and 'LV'.

- (iii) In the case of facsimile transmission, when sent to the addressee's facsimile number; or
- (iv) In the case of email, when acknowledged by the addressee by return email or otherwise in writing.
- (c) In the case of a notice to be served on the Lessee, if the Lessor is unaware of the Lessee's last known address in New Zealand or the Lessee's facsimile number, any notice placed conspicuously on any part of the Premises shall be deemed to have been served on the Lessee on the day on which it is affixed.
- (d) A notice shall be valid if given by any director, general manager, solicitor or other authorised representative of the party giving the notice.

21.9 Dispute Resolution

- (a) If any dispute or difference shall arise between the parties as to:
 - (i) the meaning or application of any part of this Lease; or
 - (ii) any other matter in connection with, arising out of, or which may have an effect on, this Lease;then representatives of the Lessee and the Lessor shall meet within 10 working days of the dispute or difference ("Issue") arising to endeavour to reach an agreement on the resolution of the Issue.
- (b) If the meeting referred to in clause 21.9(a) ("Meeting") does not result in the resolution of the Issue:
 - (i) then the Lessee and the Lessor shall, within 10 working days of the date of the Meeting, appoint a mediator to mediate the issue;
 - (ii) if the parties are unable to agree upon the person to be appointed as mediator, then the president of the New Zealand Law Society shall be asked to appoint the mediator;
 - (iii) the mediation shall be held within one month of the date of the mediator being appointed; and
 - (iv) the Lessee and the Lessor shall attend and participate in the mediation in good faith to negotiate towards achieving a settlement of the Issue.

22. SPECIAL CONDITIONS

22.1 Lease Review

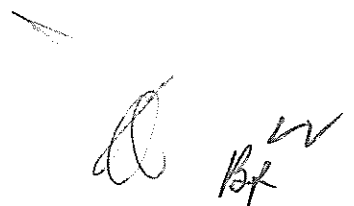
- (a) This lease shall be subject to review by the parties following the date that is 2 years from the Commencement Date of this Lease.

Handwritten signature and initials. The signature is a large, stylized 'X' or 'K' shape. To its right are the initials 'Bot' and a checkmark.

- (b) The purpose of the review shall be to ensure the Lessee remains able to and wishes to continue to meet its obligations under the terms of the Lease and has been inserted for the benefit of the Lessee. If for any reason the Lessee considers it is no longer capable of complying with the lease or no longer wishes to lease the Premises, the Lessee may terminate this Lease by providing six months' notice in writing to the Lessor, subject to clause 13.
- (c) If the Lessee chooses not to terminate the Lease pursuant to this clause 22.1, the Lease shall continue until the Expiry Date.

22.2 Community Use of Premises

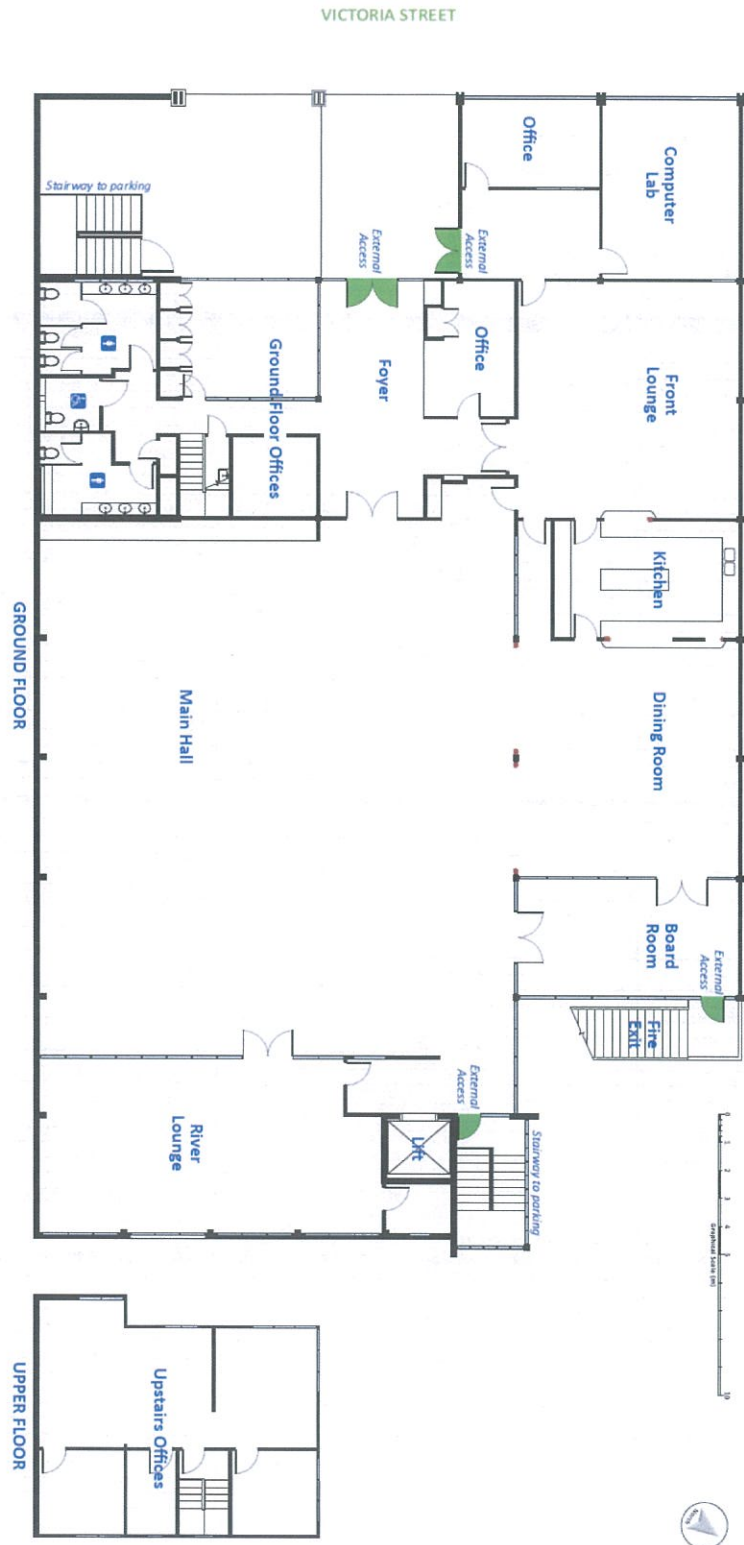
- (a) The Lessee shall accommodate both SeniorNet and Grey Power with office space and the use of the common areas within the Premises.
- (b) An agreement between the Lessee, SeniorNet, Grey Power or other community groups with dedicated space within the Premises shall be developed between the parties to the satisfaction of Council's Parks and Recreation staff.
- (c) The Lessee shall submit a set scale of hire charges for community use areas for approval by Council's Parks and Recreation staff.
- (d) The Lessee shall use its best endeavours to ensure that the best public use is made of the Premises.

Handwritten signature and initials in the bottom right corner of the page. The signature appears to be 'Bf' with a checkmark-like flourish.

**SCHEDULE 3
(Plan)**



Bx 10 W



Handwritten signature and initials: *[Signature]* *W* *Bx*

SCHEDULE 4 (Maintenance Matrix)

HCC /AGE CONCERN MAINTENANCE RESPONSIBILITY MATRIX

Unit Responsible : Parks and Recreation Unit

Age Concern
Celebrating Age Centre, 30 Victoria Street, Hamilton
Asset Code:

*Any work undertaken by volunteers / club members or lessee's contractors and staff must comply with relevant building codes and regulations

*Council must be advised of all work undertaken by volunteers / club members or lessee's contractors and staff.

BWOF Inspection & Testing : Statutory requirements under the Building Act in order to meet Building Compliance.

Reactive Repairs & Maintenance : Day to day operational issues, those relating to the activity eg: dripping tap, broken lights, fixing resources

Replacement & Renewals : Where the repair or maintenance of an item is not economical or cost effective to undertake and therefore full replacement required (HCC determine).

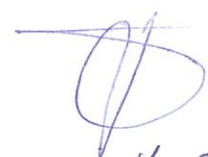
Capital Items : Those items that are replaced as part of an planned upgrade or refurbishment of the building

Preventative Maintenance : Where planned maintenance is performed to minimise any disruption to building users (eg) annual gutter cleans

Where Applicable		A C	HCC	Comment	
Compliance	BWOF	statutory inspections		✓	If any maintenance repairs are picked up from the BWOF inspections, Lessee cost to repair
		compliance		✓	
		Fire evacuation drills		✓	lessee to have their own fire wardens and procedures
		BW OF issue		✓	
		alarm		✓	False alarm by caused lessee, it will be at lessee cost
		monitoring		✓	False alarm by caused lessee, it will be at lessee cost
		BWOF inspection & testing		✓	If damaged by lessee, Lessee cost to repair
		repairs & maintenance		✓	
		replacement & renewals		✓	
		BWOF inspection & testing		✓	
		repairs & maintenance		✓	If damaged by lessee, Lessee cost to repair
		replacement & renewals		✓	
		hose reels		✓	
		BWOF inspection & testing		✓	
		repairs & maintenance		✓	If damaged by lessee, Lessee cost to repair
		replacement & renewals		✓	
		extinguishers (HCC owned)		✓	
		BWOF inspection & testing		✓	
		repairs & maintenance		✓	If damaged by lessee, Lessee cost to repair
		replacement & renewals		✓	
Security		detectors		✓	
		BWOF inspection & testing		✓	
		repairs & maintenance		✓	If damaged by lessee, Lessee cost to repair
		replacement & renewals		✓	
		hose reels		✓	
		BWOF inspection & testing		✓	
		repairs & maintenance		✓	If damaged by lessee, Lessee cost to repair
		replacement & renewals		✓	
		extinguishers (HCC owned)		✓	
		BWOF inspection & testing		✓	
Services		repairs & maintenance		✓	If damaged by lessee, Lessee cost to repair
		replacement & renewals		✓	If HCC Property
		Property Insurance		✓	
		Public Liability Insurance		✓	
		Contents Insurance		✓	
		Cleaning		✓	
		interior		✓	
		consumables		✓	
		sanitation		✓	
		airator		✓	As per HCC Schedule
Utility Services		haw connections		✓	Maintain from connection to building (registered contractors only)
		water, stormwater		✓	Maintain from connection to building (registered contractors only)
		sewage		✓	Maintain from connection to building (registered contractors only)
		electricity supply		✓	Maintain from connection to switchboard (registered contractors only)
		Switchboard		✓	
		BWOF inspection and testing		✓	If damaged by lessee, Lessee cost to repair (Registered Electrician)
		repairs & maintenance		✓	
		replacement & renewals		✓	
		Electrical reticulation past switchboard		✓	
		BWOF inspection and testing		✓	Registered Electrician only
Lighting Internal & External (including emergency lighting)		repairs & maintenance		✓	
		replacement & renewals		✓	
		BWOF inspection and testing		✓	Registered Electrician only
		repairs & maintenance		✓	
		replacement & renewals		✓	
		Plumbing fixtures		✓	Registered Plumber only
		replacement & renewals		✓	
		Pipe work (including waste and water pipes)		✓	Registered Plumber only
		replacement & renewals		✓	
		Drainage		✓	Registered Plumber only
Rubbish collection		internal		✓	
		replacement & renewals		✓	
		external		✓	Lessee responsibility if its services the building
		replacement & renewals		✓	
		Rubbish collection		✓	
				✓	
				✓	
				✓	
				✓	
				✓	
Building		General Signage (for activities & advertising)		✓	With HCC Permission
		replacement & renewals		✓	With HCC Permission
		BWOF signage		✓	
		repairs & maintenance		✓	Capital Items Only
		replacement & renewals		✓	Lessee to maintain a register and notify HCC of any hazard
		Hazard signage		✓	
		replacement & renewals		✓	
		Locks & keys		✓	HCC to manage approval of keys getting out
		replacement & renewals		✓	
		Doors & Windows		✓	
Building (cont)		interior		✓	
		replacement & renewals		✓	
		exterior		✓	
		BWOF inspection & testing		✓	
		repairs & maintenance		✓	
		replacement & renewals		✓	
		Glazing		✓	
		interior		✓	
		replacement & renewals		✓	
		Flooring		✓	
		interior		✓	
		replacement & renewals		✓	

[Handwritten signature]
Bx 4

Building maintenance	General - interior	repairs & maintenance	√		
		replacement & renewals		√	
	General - exterior	repairs & maintenance	√		
		replacement & renewals		√	
	Ceiling - interior	Washing and Cleaning	√		
		repairs & maintenance	√		
		replacement & renewals		√	
	Roof & Gutters - exterior	Washing and Cleaning		√	As per HCC Schedule
		repairs & maintenance		√	
		replacement & renewals		√	
	Painting interior	repairs & maintenance	√		HCC Approval (registered contractors only)
	Painting exterior	repairs & maintenance	√		
Graffiti		Internal	√		
		Exterior		√	
HVAC /Air Conditioning		repairs & maintenance	√		If HCC Property (registered contractors only)
	Only if HCC owned	replacement & renewals		√	If HCC Property (registered contractors only)
Lift		repairs & maintenance		√	
		renewals		√	
Heaters - Gas and Wall		repairs & maintenance	√		If HCC Property (registered contractors only)
		replacement & renewals		√	
Commercial Oven		repairs & maintenance	√		If HCC Property (registered contractors only)
		replacement & renewals		√	
Steriliser (dishwasher)		repairs & maintenance	√		If HCC Property (registered contractors only)
		replacement & renewals		√	
Extraction Hood		repairs & maintenance	√		If HCC Property (registered contractors only)
		replacement & renewals		√	
Wall Urn		repairs & maintenance	√		If HCC Property (registered contractors only)
		replacement & renewals		√	
CCTV Cameras		repairs & maintenance		√	If HCC Property (registered contractors only)
		replacement & renewals		√	
Emergency work			√	√	HCC - Cost recovered where applicable
Capital works	Structural changes need HCC permission under lease	new items	√	√	Needs HCC permission
		changes	√	√	Needs HCC permission
Renewals Work (Property responsible)		replacement		√	As per 10 year LTCCP plan and River Plan
Lessee Assets (Lessee responsible)		repairs & maintenance	√		
		new capital items	√		
		replacement	√		
All electrical equipment to be tested and tagged annually by contractor			√		(registered electrician)


Kok - LW

Tatiana Taunoa

From: [REDACTED]
Sent: Thursday, 2 August 2018 12:36 pm
To: Karen Kwok
Cc: Jade Murray
Subject: RE: CAC fees and charges

Follow Up Flag: Follow up
Flag Status: Flagged

Thanks Karen

There's no more feedback regarding the lease apart from the three things we identified, so that's safe to send on

I think we made a blunder re the community rate for main hall, dining and kitchen. I am unsure where \$33 plus GST came from. Would it be acceptable if we altered that to \$30 plus GST (\$34.50 incl GST) and called it quits there? That 21% which is bad enough but comparable to other facilities in town. Shifts it from \$28.50 incl to \$30 plus GST

I have smartygrants open at present to nail the two outstanding things (plan and invoice) so will complete that shortly.

So far, ok. Alarm sounding on Tues night and Senionet door open.
We have new cleaners, who a number of people have remarked on.
Waiting on the bin people to call me back, so we can transfer the bill to us. Water cooler is done. Still to do the fish I think.
I think we are slowly getting there.

Thanks for your and Jade's support

(had an application from the Zumba tutor to lower our rate but explained we cant – its about consistency, fairness and our inability to subsidise their activity.
Have had approaches from Laughter Yoga and [REDACTED] dancing for spots, so we may replace [REDACTED] bookings with others promptly. Personally, I shant' be attending either of those activities, in case you were wondering)

[REDACTED] | **Age Concern Hamilton**
Celebrating Age Centre | 30 Victoria Street, Hamilton 3204
[REDACTED] www.ageconcern.org.nz



From: Karen Kwok [mailto:Karen.Kwok@hcc.govt.nz]
Sent: Thursday, 2 August 2018 12:14 p.m.
To: [REDACTED]
Cc: Jade Murray <Jade.Murray@hcc.govt.nz>
Subject: RE: CAC fees and charges

Hi [REDACTED]

Hope all is going well on day 2!

Lease

Did your board have any further changes/queries in regards to the lease before I send it to the lawyers for finalising?

Fees and Charges

Thanks for sending through the set scale of hire charges – I am comfortable with all the rates except for the 'Main Hall, Dining room & Kitchen - community rate' of \$37.95 which equates to a 33% increase. I suggest that you step this increase over 2 years to reach this rate. Could you adjust the first year rate to somewhere between 20-25% increase?

Funding Agreement

How are you going with the transitional funding agreement?

Please feel free to call me if you wish to discuss any of the above.

Regards

Karen Kwok

Recreation and Community Facilities Team Leader | Parks and Recreation

DDI: 07 959 9005 | Email: Karen.Kwok@hcc.govt.nz

-----Original Message-----

From: [REDACTED]

Sent: Friday, 27 July 2018 1:13 PM

To: Karen Kwok <Karen.Kwok@hcc.govt.nz>

Subject: CAC fees and charges

Hi Karen

We noted the lease (soon to be operative) needed us to have the approval of HCC re charges This is what we propose. Are you able to get sign offs your end please?

[REDACTED] | Age Concern Hamilton Celebrating Age Centre | 30 Victoria Street, Hamilton
[REDACTED] | www.ageconcern.org.nz

Tatiana Taunoa

From: Karen Kwok
Sent: Wednesday, 5 December 2018 2:37 pm
To: [REDACTED]
Subject: RE: Document to cover use of offices and casual space at CAC

Hi [REDACTED]

Did a lawyer develop this or did Age Concern?

Please note Council does allow sub-leasing, however a sub-lease would need to be approved by Council - hence the suggestion for a less formal hireage agreement which is more flexible and mean's you are not parting with possession.

Regards

Karen Kwok
Recreation and Community Facilities Senior Advisor | Parks and Recreation

DDI: 07 959 9005 | Email: Karen.Kwok@hcc.govt.nz

-----Original Message-----

From: [REDACTED]
Sent: Monday, 3 December 2018 1:33 PM
To: [REDACTED]
Cc: Karen Kwok <Karen.Kwok@hcc.govt.nz>
Subject: Document to cover use of offices and casual space at CAC

Hello [REDACTED] and team

Welcome back

Attached is a hire document to cover the exclusive use of your offices here plus to cover any casual spaces you hire from time to time We are unable to call it a lease anymore, as the arrangement between HCC and Age Concern Hamilton does not allow "sub-leasing", hence the offer of identifying your exclusive area plus any casual spaces from time to time.

We have suggested an end date of 30 June 2019, only because my masters have suggested we review our continuing involvement at that time. At December, as we are now, we have no reason to think we wont continue on, but our Board did flag our requirement to look at arrangements then

Any feedback welcomed.

We look forward to your views and signing once we have this all agreed.

[REDACTED] Age Concern Hamilton Celebrating Age Centre | 30 Victoria Street, Hamilton
[REDACTED] | www.ageconcern.org.nz

Tatiyana Taunoa

From: Karen Kwok
Sent: Thursday, 17 May 2018 12:12 pm
To: [REDACTED]
Cc: Jade Murray
Subject: RE: Lease preparation
Attachments: Council Strategies and Plans 021216.docx; COP - Community Outcomes Plan Template Karen revised 160516.docx

Hi [REDACTED]

I have sent instructions to the lawyers to prepare the lease. It usually takes a week or two for the lawyers to prepare, and then I will send you a draft copy for the board to review prior to signing.

Could you please complete (or update if you already have one) the Community Outcomes Plan as attached. The plan forms part of the Community Occupancy agreement (as per the Community Occupancy policy). The outcomes plan identifies the benefits of the services and activities you offer and how they align to Council's Strategies and Plans. It also provides a tool to help you set goals and measure your achievements. I have also attached a list of relevant strategies and plans to assist you in completing.

As per the special conditions to be included in the lease, can you please work on the agreements with SeniorNet and GreyPower (doesn't have to be completed before 1 August) and the set scale of hire charges (needed within next month so you can advise groups prior to 1 August).

- a) Lessee to accommodate SeniorNet and Grey Power having office space within the centre and use of communal areas;
- b) An agreement between Lessee and Senior Net, Grey Power or other community group with dedicated space within the centre be developed to the satisfaction of Council's Parks and Recreation staff;
- c) Lessee shall submit set scale of hire charges for community use areas for approval by Council's Parks and Recreation staff;

If you have any questions or would like to discuss, please feel free to contact me.

Regards

Karen Kwok

Recreation and Community Facilities Team Leader | Parks and Recreation
DDI: 07 959 9005 | Email: karen.kwok@hcc.govt.nz



Hamilton City Council | Private Bag 3010 | Hamilton 3240 | www.hamilton.govt.nz

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Karen

I think that's perfect. A one month breathing space just feels comfortable. Thanks for that offer of the services you detail.

We look forward to working with jade in coming weeks, plus any other news and do you progress a proper lease document, or do we?

[REDACTED] | **Age Concern Hamilton**
Celebrating Age Centre | 30 Victoria Street, Hamilton 3204
[REDACTED] | www.ageconcern.org.nz



From: Karen Kwok [<mailto:Karen.Kwok@hcc.govt.nz>]
Sent: Friday, 11 May 2018 1:47 p.m.
To: [REDACTED]
Cc: Jade Murray <Jade.Murray@hcc.govt.nz>
Subject: RE: Emailing: Karen Kwok re lease

Hi [REDACTED]

We would be happy to continue with the bookings and contracts (cleaning, security etc) as is, until 1 August 2018 if this is of assistance.

We can still have the commencement date of the lease from 1 July 2018, even 'if' it is not signed before this date.

Regards

Karen Kwok

Recreation and Community Facilities Team Leader | Parks and Recreation

DDI: 07 959 9005 | Email: Karen.Kwok@hcc.govt.nz

From: [REDACTED]
Sent: Friday, 11 May 2018 1:13 PM
To: Karen Kwok <Karen.Kwok@hcc.govt.nz>
Cc: Jade Murray <Jade.Murray@hcc.govt.nz>
Subject: RE: Emailing: Karen Kwok re lease

Hi Karen

Thanks, its 9 am Monday

One of the matters troubling us is we are now about nearly 6 weeks out from the changeover in management of the Centre. In the initial timeframe, we had anticipated months, not weeks to prepare. Its about us organising the bookings system, cleaners, etc, having the solicitor look at the lease (as opposed to the draft you had furnished), so for us it is crucial we move to some finality promptly.

I will report to the Board on Monday that we can anticipate news of transitional funding (or not) in the next couple of days

Tatiana Taunoa

From: [REDACTED]
Sent: Tuesday, 28 August 2018 2:57 pm
To: Karen Kwok
Cc: Jade Murray
Subject: RE: Lease

Thanks Karen
Ticking away here.
Both groups seem content enough with like \$ [REDACTED] a year increase in rent

[REDACTED]
[REDACTED] | Age Concern Hamilton
Celebrating Age Centre | 30 Victoria Street, Hamilton 3204
[REDACTED] | www.ageconcern.org.nz



From: Karen Kwok [mailto:Karen.Kwok@hcc.govt.nz]
Sent: Tuesday, 28 August 2018 2:54 p.m.
To: [REDACTED]
Cc: Jade Murray <Jade.Murray@hcc.govt.nz>
Subject: RE: Lease

Hi [REDACTED]

Hope it is all going okay?

Thanks for copying me into the emails to SeniorNet and GreyPower, sounds like a fair arrangement.

I understand you are working on a hireage agreement for the groups - when you have a final draft, can you please send through for approval.

Regards

Karen Kwok
Recreation and Community Facilities Team Leader | Parks and Recreation

DDI: 07 959 9005 | Email: Karen.Kwok@hcc.govt.nz

From: [REDACTED]
Sent: Thursday, 23 August 2018 12:44 PM
To: [REDACTED]
Cc: Admin Age Concern <admin@ageconcern.gen.nz>; Jade Murray <Jade.Murray@hcc.govt.nz>; Karen Kwok

<Karen.Kwok@hcc.govt.nz>

Subject: RE: Lease

Hi [REDACTED]

Quick update

HCC have sent us what we hope is our final draft of the lease, so hopefully a couple of weeks to get something underway for Seniornet

We note your last arrangement with HCC comprised

- Space rented [REDACTED]
- Share of overheads (security, electricity, R and M, toilet provision, rates, etc) [REDACTED] p.a.

With the addition of GST this adds to [REDACTED] per annum as we understand.

It is our proposal to increase that to [REDACTED] per annum including GST (\$ [REDACTED] per month including GST) for the period of the first year, commencing 1 August and hope that will meet with your approval.

We can bill monthly or less regularly or accept an AP, or whatever may suit you.

I hope this confirms the spirit we spoke of throughout this process of keeping the same security of tenure for you with the smallest rounding of costs.

We look forward to hearing back from you about your acceptance or otherwise of this


[REDACTED] | **Age Concern Hamilton**

Celebrating Age Centre | 30 Victoria Street, Hamilton 3204

[REDACTED] | www.ageconcern.org.nz



29 November 2018


Age Concern
Celebrating Age Centre
30 Victoria Street
Hamilton 3204

Dear 

COMMUNITY GROUP LEASE

Please find enclosed one original copy of the Age Concern Hamilton Incorporated's Community Group Lease for your records. The 5 year lease commenced on the 1 July 2018 and expires on the 30 June 2023.

Council is pleased to support your community group by applying an 87.5% subsidy to the market rental rate. As per Schedule 1 of your lease, your rent is \$9,440.63 plus GST per annum, excluding any rent reviews in accordance with the Community Occupancy Policy.

Thank you for your assistance in working with Council through this process

If you have any questions, please feel free to contact me.

Regards



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