

**QLDC Council**

**19 October 2023**

**Report for Agenda Item | Rīpoata moto e Rāraki take [5]**

**Department: Chief Executive**

**Title | Taitara : Chief Executive Report**

**Purpose of the Report | Te Take mō te Pūroko**

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The purpose of this report is to report on items of general interest and to summarise items from recent meetings of the Wānaka-Upper Clutha Community Board and Standing Committees. This report also proposes appointing the Mayor as a proxy to act at the Annual General Meeting of the Queenstown Airport Corporation and to present proposed changes to the Terms of Reference for the Wānaka Airport Liaison Committee.

**Recommendation | Kā Tūtohuka**

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That the Council:

1. **Note** the contents of this report;
2. **Direct** the Chief Executive to complete the instrument appointing the Mayor as a proxy to exercise the Council's voting rights, noting the Mayor may only vote as directed by the Council, at the 2023 QAC Annual General Meeting to be held on Thursday, 7 December 2023;
3. **Approve** the amendments to the Wānaka Airport Liaison Committee Terms of Reference as recommended by the Committee Chair and adopted by the Committee at its meeting on 4 September 2023; and
4. **Note** the exercise of delegated powers to execute the 'Licence of Occupy Lane between Waka Kotahi and the Queenstown Lakes District Council'.

**Prepared by:**



**Name:** Mike Theelen

**Title:** Chief Executive

**2 October 2023**

## Context | Horopaki

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### **Proxy Vote, Queenstown Airport Corporation ('QAC) Board of Directors**

1. For reasons of practicality and efficiency, QLDC appoints a proxy to attend Shareholder meetings/ AGMs and exercise its voting rights in accordance with the section 14.3 of the QAC Constitution.
2. The 2023 QAC Annual General Meeting is being held on Thursday, 7 December 2023, and an instrument appointing the Mayor as a proxy has been prepared to be signed by the Chief Executive and delivered to QAC in advance of the minimum 48 hours as required by the QAC Constitution.
3. The matters that require a resolution at the 2023 QAC Annual General Meeting are the appointment of auditors and receiving the annual accounts. Final details will be circulated to Councillors in advance of the meeting so that they may direct the Mayor in voting.

### **Wānaka Airport Liaison Committee Terms of Reference**

4. The Wānaka Airport Liaison Committee is a committee formed in accordance with conditions 10 and 11 of Designation #64 in the Queenstown Lakes District Council Proposed District Plan. The Chair of the Committee is an independent member appointed by the Council on 27 April 2023 with the remainder of the Committee defined by the District Plan Designation.
5. The Committee held its first meeting on 10 August and proposed a number of amendments to the draft Terms of Reference which were based on the Designation requirements and with input from officers and legal advice. These amendments were incorporated (see Attachment B) and at a further meeting on 4 September 2023 the Committee adopted the amended Terms of Reference.
6. The Terms of Reference require that any amendments are recommended by the Chair and approved by Council resolution.

### **Reserve licence between Waka Kotahi (WK) and QLDC over Frankton Golf Course and Queenstown Events Centre**

7. Attached is the reserve licence between Waka Kotahi (WK) and QLDC over Frankton Golf Course and Queenstown Events Centre relating to the construction of a new intersection at what is known as BP corner as part of the NZUP project. The Council approved disposal of this land at the ordinary meeting held on 23 March 2023 (subject to conditions detailed in the attached Licence to Occupy Land).
8. The Licence has been signed by the General Manager Community Services in accordance with the resolution but the delegations also state that 'the exercise of this power must be reported in the Chief Executive report to Council as soon as practicable.' Accordingly, this item is presented to the Council to note exercise of the delegation.

## **Committee Meetings of the Previous Round**

### Wānaka-Upper Clutha Community Board – Mr Simon Telfer (Chair) (7 September 2023)

Information:

1. Seat Restoration and Memorial Plaque Request for Samuel Robert John Dickson the Eely Point Recreation Reserve
2. Mount Iron Recreation Reserve Waka Kotahi Shared Pathway
3. Chair’s Report

### Governance Subcommittee – Mayor Glyn Lewers (Chair) (7 September 2023)

Recommendation:

1. Recommendation to Council for the QAC Board Vacancy

This meeting took place with the public excluded.

### Planning and Strategy Committee – Councillor Lyal Cocks (Chair) (21 September 2023)

Information:

1. Update on Resource Consent Appeals

This meeting took place with the public excluded.

### Community & Services Committee – Councillor Ferguson (Chair) (21 September 2023)

Information:

1. Arrowtown Tree Removal and Replanting Programme
2. Smoke Free Policy – Issues and Options
3. Tree Policy Review

### Audit, Finance & Risk Committee – Mr Stuart McLauchlan (Chair) (5 October 2023)

Information:

1. Risk and Compliance Update July 2023
2. Sensitive Expenditure
3. Organisational Health, Safety and Wellbeing Report
4. Climate and Biodiversity Plan Update
5. Lakeview Update
6. Legal Update
7. Treasury Update
8. Deloitte 2022/2023 Annual Report Update

Note that items 6-8 were considered with the public excluded.

## **Attachments | Kā Tāpirihaka**

A	Instrument of Proxy
B	Updated Terms of Reference for Wānaka Airport Liaison Committee
C	Licence to Occupy Land between Waka Kotahi and QLDC

## QUEENSTOWN LAKES DISTRICT COUNCIL

### INSTRUMENT APPOINTING A PROXY

I Michael Theelen of Queenstown being the Chief Executive Officer of Queenstown Lakes District Council, duly authorised by resolution of the Council dated 19 October 2023, hereby appoint his Worship the Mayor of the Queenstown Lakes District, Glyn Lewers, as our proxy to vote for us on our behalf at the Annual Meeting of the company to be held on Thursday, 7 December 2023 and at any adjournment of any such meeting.

Signed this \_\_\_\_ day of October 2023

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Michael Theelen

Chief Executive Officer

Queenstown Lakes District Council

## **Wānaka Airport Liaison Committee**

The Wānaka Airport Liaison Committee (Committee) is formed in accordance with conditions 10 and 11 of Designation #64 in the Queenstown Lakes District Council's (QLDC) Proposed District Plan.

QLDC is the Requiring Authority and Airport Authority responsible for Wānaka Airport.

Queenstown Airport Corporation has been appointed by QLDC to manage the Airport (Airport Manager).

### **Terms of Reference**

#### **MEMBERSHIP**

##### **Chairperson**

Mr Rob Phillips

##### **Deputy Chairperson**

Mr Don Grant

##### **Members**

Mr Tony Avery, General Manager Property & Infrastructure, QLDC

Ms Juliet Breen, The Airport Manager

Mr Don Grant, Wānaka Airport Users Group

Mr Andrew Crawford, Commercial Airlines

Mr Jon Brooks, Airways Corporation

Mr Simon Telfer, The Wānaka Upper Clutha Community Board, QLDC

Membership of the Committee must include (but is not limited to):

- a. an independent chair appointed by Queenstown Lakes District Council;
- b. the Airport Manager<sup>1</sup>;
- c. Queenstown Lakes District Council<sup>2</sup>;
- d. Wānaka Airport Users Group;
- e. commercial airlines;
- f. Airways Corporation (if there is active air traffic control present at Wānaka Airport);
- and
- g. The Wānaka-Upper Clutha Community Board.

#### **Appointment and removal**

The independent chair must be appointed through the process set out in the QLDC Policy on the Appointment and Remuneration of Directors.

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<sup>1</sup> Defined in Designation #64 as the "Airport Operator" but referenced as "Manager" in these Terms of Reference to reflect the role of Queenstown Airport Corporation acting under a Management Services Agreement.

<sup>2</sup> In its regulatory capacity

All other appointments (or their delegated alternate<sup>3</sup>) will be determined by each entity and is subject to the right of each entity to replace their appointee at any time.

A committee member shall cease to hold office if the member:

- i. resigns as a committee member by giving written notice to the Committee
- ii. completes his or her term of office in accordance with these terms of reference;
- iii. refuses to act;
- iv. dies while holding office;
- v. fails to attend three (3) consecutive meetings of the Committee without being granted written leave of absence by the Chair;

If removed from office (on the grounds of either 'iii' or 'v' above) this will be confirmed in writing by the Chair of the Committee.

Additional appointments, beyond those defined by a-g above in the *Members* section of this Terms of Reference and Designation #64, can only be made by the Requiring Authority on receipt of a recommendation of the Committee. Recommendations must include the reason for the appointment and the proposed term of office / duration of the appointment.

Additional appointments are not permanent. Committee members beyond those defined in these terms of reference will only remain on the committee at the discretion of the majority (>50%) of the Committee (including the Chair).

### **Term of Office**

The role of the Chair will be for a fixed three-year term after which the Chair must step down but can then apply for re-appointment<sup>4</sup>.

All other roles will be for a maximum three-year term after which the appointing entity may re-appoint the incumbent appointee or make a new appointment.

All appointments made are for a maximum of two terms (i.e. no more than six years in total).

The term of office for an appointment may be for a lesser time period, or limited to a single term, to ensure minimum disruption and continuity of the committee and its activities.

### **Quorum**

The quorum for every meeting shall be four members and must include:

The chair; and

At least one appointee (or delegated alternate) from **each** of:

- a. the Airport Manager;
- b. Queenstown Lakes District Council; and
- c. the Wānaka-Upper Clutha Community Board.

### **Frequency of Meetings**

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<sup>3</sup> A delegated alternate may be appointed by the appointee or their organisation as necessary, e.g to cover leave of absence, sick leave.

<sup>4</sup> At the end of their first term of office only

The Committee will meet at least once every six months.

The Chair may call meetings in addition to the Committee's biannual cycle where there are urgent or additional matters that the Chair believes warrant an additional meeting or greater meeting frequency. Notification and circulation of materials for additional meetings must meet the requirements of these Terms of Reference (see *Procedure*).

### **Parent Body**

The Committee reports to the Queenstown Lakes District Council, the Requiring Authority for Designation #64.

### **Objective of the Committee**

The objective of the Committee is to consider and make recommendations on matters within the Committee's responsibilities and key projects listed below.

In fulfilling their role on the Committee, members shall approach all matters with an open mind and treat each other with courtesy and respect at all times.

## **TERMS OF REFERENCE**

### **Activity Areas**

1. To ensure Wānaka Airport is managed in accordance with the conditions of the designation for Wānaka Airport (Designation #64) provided in the Queenstown Lakes Proposed District Plan.

### **Responsibilities and key projects**

2. Review any complaints or issues relating to the operation of the airport, and responses by the Airport Manager.
3. Assist the Airport Manager to develop procedures to minimise adverse environmental effects on the community.
4. Assist Queenstown Lakes District Council and the Airport Manager to communicate and engage with the community.
5. Provide input into the development of noise management procedures for unplanned engine testing of aircraft for scheduled passenger services (including preferred locations and times) and review any such occurrences.
6. Review progress on airport development and the master plan.
7. Encourage parties to work together co-operatively, sharing information and making recommendations by consensus and agreement.

### **Procedure**

QLDC shall provide a council officer as secretariat to the Committee to call meetings, publish agendas and circulate minutes. Notice must be given to all members at least 14 days before the meeting, unless the date and time has already been set at the previous meeting.

The Chairperson will report back to the Council (through the Infrastructure Committee) with recommendations of the Committee (if any) at the next Infrastructure Committee meeting following each Committee meeting.

Agendas will be circulated 5 working days prior to the next Committee meeting.

A standing item on the agenda will be the Airport Manager's Report - The Airport Manager's report is a bi-annual report that provides an update on general airport activity. The report must record any unplanned engine tests carried out at Wānaka Airport, why the testing was required and what noise management practices were followed. The report must also detail any complaints received and steps taken in response to these complaints.

Agendas, minutes and documents shall be issued (or uploaded to the QLDC website and referred to from the Wānaka Airport website) 10 working days following a Committee meeting. Where necessary, some items may be withheld in full or in part if there are grounds for doing so under the LGOIMA<sup>5</sup>, for example where publishing the information may be likely to unreasonably prejudice the commercial position of the person / organisation that has supplied the information or the information relates to.

In the event of an issue not being covered by these rules, and for resolution of unsettled issues, the publication Guide for Meetings and Organisations (8th Edition) by N.E. Renton will be used.

**Adopted by the Wānaka Airport Liaison Committee on [date].**

Note, amendments to these Terms of Reference must be consistent with Designation #64 and approved by Council upon recommendation of the Chair.

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<sup>5</sup> Local Government Official Information and Meetings Act 1987



Licence to Occupy Land

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**QUEENSTOWN LAKES DISTRICT COUNCIL**

**WAKA KOTAHI NZ TRANSPORT AGENCY**

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**DATE**

**2023**

**PARTIES**

**QUEENSTOWN LAKES DISTRICT COUNCIL** a Local Authority under the Local Government Act 2002 (**Licensor**)

**Waka Kotahi NZ Transport Agency** (**Licensee**)

**BACKGROUND**

- A. The Licensor is the owner of that property held in Record of Title 659427 known as the Queenstown Events Centre and located at Joe O'Connell Drive (**Events Centre**), and is the controlling authority as the Frankton Domain Board of that property held in Record of Title 1091078 and located at the intersection of Frankton-Ladies Mile Highway and Kawarau Highway (**Frankton Domain** or **Reserve** as the context requires).
- B. The Licensee wishes to occupy those areas of the Events Centre and the Frankton Domain coloured yellow and labelled TO3 and TO1 respectively on the Ka Huanui a Tahuna plan KHT-NZU-DES-PL-DG-PL1110-A annexed at Schedule One (together being the **Licensed Area**) for the purposes of carrying out works for the benefit of the Licensor as part of the NZ Upgrade Programme Queenstown Package (**Project**).
- C. The Licensor is empowered to grant a licence of the Licensed Area to the Licensee as owner of the Events Centre and administering authority of the Frankton Domain under section 53(1)(o) of the Act.
- D. The Licensor has agreed to grant the Licensee a licence over the Licensed Area on the terms and conditions set out in this Licence.

**THIS LICENCE RECORDS**

**1. Definitions**

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1.1 **Definitions:** In this Licence unless the context otherwise requires:

**Act** means the Reserves Act 1977;

**Commencement Date** means 6 November 2023;

**Expiration Date** means the date on which the Term shall expire or such earlier date on which the Licence is terminated;

**Final Expiration Date** means 21 months from the Commencement Date;

**Goods and Services Tax** means all tax from time to time payable under the Goods and Services Tax Act 1985;

**Land** means the Events Centre and Frankton Domain together;

**Licence** means this licence;

**Licensee** means the Licensee and the Licensee's successors and permitted assignees;

**Licensor** means the Licensor and the Licensor's executors, administrators, successors, assignees, and where the context permits the employees and agents of the Licensor;

**Licensed Area** has the meaning given to it in paragraph B above;

**Licence Fee** means \$1.00 per annum plus GST (if demanded);

**Minister** means the Minister of Conservation;

**Permitted Use** means the use of the Licensed Area for the works specified in Schedule Two;

**Renewal Date** means at the expiration of the Term;

**Right of Renewal** means 6 months from the Expiration Date;

**Term** means 15 months.

## 2. **Covenant to Licence**

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The Licensor licences to the Licensee, and the Licensee takes on a licence from the Licensor of the Licensed Area for the Term, upon the terms contained in this Licence.

## 3. **Statutory Provisions**

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- 3.1 **Exclusion of Statutory Provisions:** Any covenants and powers implied in licences by virtue of the provisions of any statute or regulations are, to the extent they are inconsistent with anything in this Licence, expressly excluded from this Licence.
- 3.2 **Reserves Act 1977:** Notwithstanding clause 3.1, the Licensee acknowledges that this Licence includes a licence to occupy part of a recreation reserve pursuant to section 53(1)(o) of the Act and the granting of this Licence over the Reserve is subject to the provisions of the Act.

## 4. **Term**

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- 4.1 **Term of Licence:** The Term shall commence on the Commencement Date and shall expire on the Expiration Date unless otherwise agreed between the parties or terminated in accordance with the provisions of this Licence.
- 4.2 **Renewal:** Where a Right of Renewal is recorded in clause 1.1 then the Right of Renewal may only be exercised with the mutual agreement of both parties. The renewed Licence shall be for the relevant further term of 6 months specified in clause 1.1 commencing from the expiry of the preceding term, and otherwise on the same terms and conditions contained in this Licence, except that the term of this Licence plus all Rights of Renewal will expire on or before the Final Expiration Date specified in clause 1.1. In the event that the parties do not agree to renew the Licence this Licence shall expire on the expiry date of the preceding term, all provisions of the Licence which apply on expiry shall apply, and the Licensee shall not be entitled to any compensation.

- 4.3 **Monthly Tenancy:** Should the Licensee with the consent of the Licensor (such consent to be in the Licensor's sole discretion) continue to occupy the Licenced Area beyond the Expiration Date (or Final Expiration Date if the parties exercise the Right of Renewal) the Licensee shall do so on a monthly licence pursuant to the terms of this Licence. Such licence shall be determinable by one month's notice in writing given at any time by either party to the other and otherwise on the terms of this Licence but applicable to a monthly tenancy.
- 4.4 **Licensor's right to terminate under Act:** If at any time the Licensor, acting reasonably, is of the opinion that the Licenced Area is not being sufficiently used for the Permitted Use or the use of the Licenced Area by the Licensee is unreasonably interfering with the public's use and enjoyment of the Land the Licensor shall give the Licensee ten (10) days to explain its usage of the Licenced Area. If the Licensor is not satisfied that the Licenced Area is being sufficiently used for the Permitted Use or such use is unreasonably interfering with the public's use and enjoyment with the Land, then the Licensor shall be entitled to terminate this Licence on such terms and the Licensor think fit. Such termination shall be without prejudice to the parties' respective rights and obligations under this Licence up to the termination date, and no compensation shall be payable to the Licensee for such termination.
- 4.5 **Licensor's right to temporarily suspend:** The Licensor may temporarily suspend this Licence if in the opinion of the Licensor there is a risk to public safety or the environment on the Licenced Area, for such period of time until the Licensor decides that the risk has subsided, or the public event has concluded. The Licensee shall continue to pay the Licence Fee during any period of suspension and the Licensor shall not be liable to the Licensee for any loss sustained by reason of this suspension including loss of profits.
- 4.6 **Licensor's general right to terminate:** If the Licensor requires possession of all or part of the Licenced Area for the provision of core infrastructure services (being drinking water supply, waste water collection and treatment, stormwater management and discharge, roading and footpaths), then the Licensor may terminate this Licence on not less than 3 months prior written notice to the Licensee (**Termination Notice**) provided that no Termination Notice may be given within the first one year of the term of this Licence. Such termination shall be without prejudice to the parties' respective rights and obligations under this Licence up to the termination date, and no compensation shall be payable to the Licensee for such termination.

## 5. Licence Fee, and Goods and Services Tax

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- 5.1 **Covenant to Pay Licence Fee:** The Licensee covenants to pay the Licence Fee (if demanded) to the Licensor without deduction or set-off by direct credit or in such other manner as directed by the Licensor.
- 5.2 **Goods and Services Tax:** The Licensee shall, at the time it falls due for payment, pay to the Licensor, or as the Licensor shall direct, all Goods and Services Tax payable on the Licence Fee and any other amounts payable under this Licence.

## 6. Use of the Licenced Area

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- 6.1 **Use to which Licenced Area may be put by Licensee:** The Licensee shall only use the Licenced Area for the Permitted Use.

- 6.2 **No Warranty by Licensor as to Suitability of Licenced Area:** The Licensor does not warrant the Licenced Area is or will remain suitable or adequate for any of the purposes of the Licensee, including the Permitted Use.
- 6.3 **Condition of Licenced Area:** The Licensee acknowledges and accepts that the Licenced Area is fit for carrying out the Permitted Use and shall not require the Licensor at any time to maintain, improve, upgrade, or develop the Licenced Area.
- 6.4 **Use of Licenced Area:** The Licensee shall in conducting the Permitted Use from the Licenced Area:
- 6.4.1 ensure that all persons under its control do not obstruct other users of the Land, excepting that the Licensee may, in consultation with the Licensor, restrict or limit public access to the Licenced Area where such could otherwise interfere with the Permitted Use and/or create health and safety concerns.
  - 6.4.2 ensure that all rubbish or other waste generated from its use of the Licenced Area is immediately removed from the Licenced Area;
  - 6.4.3 not permit any music to be played or loudspeaker to be operated from the Licenced Area which will cause a nuisance to other users of the Land and surrounding landowners. If complaints are received, the Licensee shall comply with all directions of the Licensor in respect of reducing noise of the type specified in this Clause 6.4.3;
  - 6.4.4 not display any billboards, advertising, or marketing on the Licenced Area;
  - 6.4.5 not sell any merchandise, food, drink, or other goods from the Licenced Area;
  - 6.4.6 not permit any smoking, fires, barbeques or any other activity on the Licenced Area which may constitute a fire risk;
  - 6.4.7 not make alterations, additions, or improvements to the Licenced Area without the Licensor's prior written approval, excepting the Permitted Use, and not cut or destroy any vegetation on the Licenced Area excepting as may be required to facilitate the Permitted Use;
  - 6.4.8 immediately give notice to the Licensor of any events or activities on the Licenced Area which may endanger the public or the environment; and
  - 6.4.9 if applicable, comply with the provisions of all statutes, regulations, ordinances and bylaws affecting the Licenced Area and requirements of all requisitions and notices given by any authority of competent jurisdiction.
- 6.5 **Trees:** The Licensee shall be responsible for the identification, monitoring and removal of hazardous trees located within the Licenced Area where such trees present an unacceptable risk to persons and property (tree risk to be assessed and quantified using the 'QTRA' system). Prior to the Commencement Date the Licensee at its cost shall commission a plan (to be prepared by a suitably qualified, experienced and QTRA registered professional arborist approved by the Licensor) of all trees located within the Licenced Area identifying those which pose an unacceptable risk to persons or property both within and outside of the Licenced Area (the **Tree Management Plan**). The Licensee shall arrange for the Tree Management Plan to be updated annually during the term of this Licence unless requested earlier by the Licensor (or upon demand in the event of a severe weather event) to ensure that at all times there is a

current plan identifying hazardous trees within the Licenced Area. If a tree is identified in the Tree Management Plan as presenting an unacceptable risk, at the election of the Licensor, either:

- 6.5.1 The Licensee shall arrange for immediate removal of the relevant tree (including stump removal to below ground level) at its cost. The Licensee shall, prior to arranging for removal of the relevant tree notify the Licensor and seek its written approval (to be given or withheld in its sole discretion) to the methodology of tree removal, the specialist engaged by the Licensee to attend to the removal, and any proposed replacement plantings. The Licensee shall be entitled to engage a third party arborist or Council employee to review the Licensee's proposal (at the Licensee's cost); or
- 6.5.2 The Licensor shall arrange for removal of the relevant tree (including stump removal to below ground level) and all costs incurred by the Licensor shall be recoverable upon demand from the Licensee.

The above process for identification, monitoring and removal of hazardous trees may be updated by the Licensor during the term of this Licence by notice in writing to the Licensee. The Licensee from the date of notification shall comply with the new process.

- 6.6 **Resource consents/designations:** The Licensee shall comply with all resource consents and/or designations which apply to the use of the Licenced Area.
- 6.7 **Employees:** The Licensee must ensure that the Permitted Use is conducted at all times by a persons suitably trained and qualified to carry out the Permitted Use and the Licensee shall provide the Licensor with evidence of the competency and qualification of employees if so requested.
- 6.8 **Licensor to carry out works:** In the event that the Licensee does not comply with any of its obligations under this Licence then the Licensor may do any work necessary to remedy the breach and charge the Licensee the reasonable cost of carrying out the work.
- 6.9 **Directions from Licensor:** The Licensee shall comply with all reasonable directions of the Licensor in carrying out the Permitted Use on the Licenced Area.
- 6.10 **Licence of Licenced Area only:** The Licensee acknowledges that this Licence is a licence of the Licenced Area only and does not grant the Licensee any legal interest in the Licenced Area.
- 6.11 **Other Licences:** The Licensee acknowledges that the grant of this licence shall not prevent the Licensor from granting other licences for similar uses in respect of the Licenced Area, excepting for the duration of the Licence until the Expiration Date or the Final Expiration Date, whichever is the latter, unless otherwise approved by the Licensee, acting reasonably.
- 6.12 **Nuisance:** The Licensee shall not permit to be done on the Licenced Area anything which in the opinion of the Licensor, acting reasonably, may become a nuisance, disturbance or obstruction to the enjoyment of the Licenced Area by the Licensor or any other authorised or permitted users, excepting as may be required to facilitate the Permitted Use.
- 6.13 **Non-objection:** The Licensee agrees that it:

- 6.13.1 will not and will not procure any third party to object to any activity of the Licensor (or any lessee or licensee of the Licensor) on the Land, or any land adjoining that land;
- 6.13.2 will not oppose or frustrate, or encourage any third party to oppose or frustrate, any application by the Licensor for any resource consent, notice of requirement for designation, or building consent in respect of the Land, or any land adjoining that land; and
- 6.13.3 will sign any required support and/or affected party approval for any application by the Licensor for any resource consent, notice of requirement for designation, or building consent in respect of the Land or any land adjoining the Land.
- 6.14 **Persons under control of the Licensee:** The Licensee shall ensure that all of its employees, clients, invitees, or any other persons under the control of the Licensee comply with the provisions in this section 6.
- 6.15 **Cost:** For the avoidance of doubt, the Licensee shall comply with all of the obligations under this section 6 at its sole cost.

## **7. Health and Safety**

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### **7.1 Health and Safety:**

- 7.1.1 The Licensee must exercise any rights granted by this Licence in a healthy, safe and reliable manner and must comply with all aspects of the Health and Safety at Work Act 2015 (**HSWA**), any Regulations, Codes of Practice, Guidelines, Factsheets and any amendments to the legislation.
- 7.1.2 The Licensee must, prior to the Commencement Date provide the Licensor, for its approval a Health and Safety Plan for its proposed use of its workplace (**Plan**). The Licensee shall fully implement and comply with the Plan throughout the term of the Licence and when requested shall provide the Licensor with evidence of such compliance to the Licensor's satisfaction.
- 7.1.3 The Licensee shall:
- (a) Notify the Licensor of any situation, occurrence, activity or event at the workplace, which may endanger the health and safety of occupants, workers or the public;
  - (b) Take all reasonably practicable steps to eliminate, or if not possible, minimise any risks/hazards, and to manage risks/hazards and protect the health and safety of all persons present at the workplace; and
  - (c) Record and report to the Licensor all notifiable events occurring on, or resulting from, the workplace, as soon as reasonably practicable and forward an investigation report with subsequent corrective actions identified.

## **8. Rights Reserved by Licensor**

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### **8.1 Entry by Licensor to Licenced Area:**



- 8.1.1 The Licensor may enter upon the Licenced Area with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency):
- (a) to view the state of repair of the Licenced Area and to ascertain whether or not there has been any breach of the covenants in this Licence;
  - (b) to execute any work required to remedy a defect which is the Licensee's duty to remedy if the Licensee has not, within ten (10) days of the date of receipt of written notice from the Licensor requiring remedial action, taken that action, and without prejudice to other remedies, the Licensor may recover the costs of the remedial action from the Licensee on demand;
  - (c) for the purpose of complying with the terms of any statute affecting the Licenced Area or any notice served on the Licensor or Licensee by any competent authority for which the Licensee is not responsible under this Licence.
- 8.1.2 In exercising such rights the Licensor shall use best endeavours to minimise disturbance to the Licensee's activities on the Licenced Area.

## 9. Insurance and Indemnity

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- 9.1 **Insurance:** The Licensee, at the Licensee's expense, shall effect and keep current in respect of the Licenced Area, and the Licensee's use of the Licenced Area, a policy of public risk insurance for an amount not less than \$2 million dollars or such other amount from time to time reasonably required by the Licensor, for any one event. Such policy shall be effected with an insurance company and on terms acceptable to the Licensor (acting reasonably). The Licensee shall prior to occupying the Licenced Area provide to the Licensor a copy of a certificate of currency of the insurance policy, with such certificate to be issued recording the Licensor as an additional insured. The Licensee shall ensure that such policy includes a provision that the policy will not be cancelled other than for non-payment of premiums and that if the policy is to be cancelled, then the insurer or the Licensee will give the Licensor notice of the proposed cancellation.
- 9.2 **Licensee to Occupy at Licensee's Risk:** The Licensee agrees to occupy and use the Licenced Area at the Licensee's risk and releases to the full extent permitted by law the Licensor and the Licensor's employees 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 Licenced Area.
- 9.3 **Indemnity by Licensee:** The Licensee shall keep the Licensor indemnified against all claims, actions, losses, and expenses of any nature which the Licensor may suffer or incur or for which the Licensor may become liable in respect of:
- 9.3.1 the negligent or careless use or misuse of the Licenced Area by the Licensee or persons under the control of the Licensee;
  - 9.3.2 any accident or damage to property or any person arising from any occurrence in or near the Licenced Area wholly or in part by reason of any act or omission by the Licensee or persons under the control of the Licensee; and
  - 9.3.3 anything otherwise arising from the use of the Licenced Area by the Licensee.

## 10. Reinstatement

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- 10.1 **Yielding Up Licenced Area:** On or prior to the Expiration Date, the Licensee shall yield up the Licenced Area and any improvements on the Licenced Area in the same good order and repair prior to the Licensee's occupation of the Licenced Area, and in accordance with its obligations under section 6 above. Any damage caused to surfaces or property owned by the Licensor shall be repaired to the condition it was in prior to the Commencement Date by the Licensor (or its contractors) and all costs associated with the repair shall be borne by the Licensee. A photographic record of the condition of the Licenced Area may be supplied to Licensor prior to the Commencement Date to identify any pre-existing damage. If a photographic record of the condition of the Licenced Area is not submitted prior to the Commencement Date the determination of damage caused will be at the sole discretion of the Licensor.
- 10.2 **Removal of Property by Licensee on Termination:** The Licensee shall:
- 10.2.1 Within five (5) days of the expiration of the Term remove any of the Licensee's property from the Licenced Area;
  - 10.2.2 restore and make good any damage to the Licenced Area and the Reserve caused by such removal or otherwise caused by the Licensee;
  - 10.2.3 where the Term is determined for any reason, effect such removal, making good and restoration immediately after determination.
- 10.3 **Failure to remove:** If the Licensee fails to complete any removal and making good when required under subclause 10.2 the Licensor may either:
- 10.3.1 do so, and the Licensee shall on demand pay all costs and expenses incurred by the Licensor in so doing; or
  - 10.3.2 elect not to effect such removal and give written notice to the Licensee that unless the Licensee effects removal within fourteen (14) days of the date on which the notice is given, any property of the Licensee not removed shall be forfeited to the Licensor without compensation. If the Licensee fails to comply with the notice the property of the Licensee shall become the property of the Licensor accordingly.

## 11. Assignment/Subletting

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The Licensee shall not assign, sublease, mortgage, charge, or otherwise dispose (whether in whole or part) of any of its interest in the Licenced Area without the prior written consent of the Licensor (which may be withheld in its absolute discretion or given subject to such conditions as the Licensor sees fit).

## 12. Default by Licensee

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- 12.1 **Default:** If at any time:
- 12.1.1 any payment due by the Licensee to the Licensor under this Licence is in arrears and unpaid for ten (10) days after the due payment date (whether it has been demanded or not);

12.1.2 the Licensor gives written notice to the Licensee specifying any breach (other than a breach of the type referred to in 12.1.1 above) of this Licence which breach remains unremedied seven (7) days after giving the notice;

12.1.3 the Licensee goes into liquidation, is wound up or dissolved, enters into a scheme of arrangement with any of its creditors, goes into voluntary administration or a statutory manager is appointed, or has a receiver appointed;

then it shall be lawful for the Licensor (or any person duly authorised by the Licensor) to re-enter upon the Licenced Area in accordance with the Property Law Act 2007 and determine this Licence without releasing the Licensee from any liability in respect of the breach or non-observance of any terms, covenants and conditions of this Licence and without prejudice to any action or other remedy which the Licensor has for arrears of monies due or breach of covenant or for damage as a result of any such event.

### **13. Dispute Resolution**

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13.1 **Informal methods:** If any party has a dispute with any other party in connection to this Licence:

13.1.1 That party will promptly give full written particulars of the dispute to the other; and

13.1.2 The parties' will promptly meet together and in good faith try to resolve the dispute.

13.2 **Arbitration:** If the dispute is not resolved within ten (10) days of written particulars being given (or any longer period agreed to by the parties) the dispute will be referred to a single arbitrator chosen by the parties or if they cannot agree, by the President of the New Zealand District Law Society.

13.3 **Urgent relief:** This clause shall not apply to any application to the Court by either party for urgent interlocutory relief.

### **14. Licensee to Pay Licensor's Costs**

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14.1 **Costs:** The Licensee shall pay:

14.1.1 The reasonable costs of and incidental to the preparation, negotiation, and execution of this Licence;

14.1.2 all costs, charges and expenses for which the Licensor shall become liable in consequence of, or in connection with, any breach or default by the Licensee in the performance of any of the covenants in this Licence; and

14.1.3 all costs, charges and expenses (including actual legal costs as between solicitor and client) that may be incurred by the Licensor in enforcing or attempting to enforce any of the Licensee's covenants, or any of the Licensor's rights, under or arising out of this Licence.

### **15. Notices**

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15.1 **Notices:** All notices or other communications given under this Licence shall be by personal delivery, by posting by registered or ordinary mail, or by email.

- 15.2 **Delivery:** Any notice, consent, information, application or request is to be treated as given or made at the following time:
- 15.2.1 if it is delivered, when it is left at that party's address (as notified from time to time);
  - 15.2.2 if it is sent by post, three days after it is posted; or
  - 15.2.3 in the case of email, when acknowledged by the addressee orally or by return email or otherwise in writing (excluding emails generated automatically).
- 15.3 **Licensor authority:** In the case of any notice or document required to be served or given by the Licensor the same may be signed on behalf of the Licensor by any authorised officer of the Licensor or by the Licensor's solicitors.

## 16. General

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- 16.1 **Regulatory capacity:** Notwithstanding that the Licensor enters into this Licence in its capacity as administering authority for the Reserve and owner of the Land, the Licensee acknowledges that nothing in this Licence shall fetter, restrict or bind the Queenstown Lakes District Council in its regulatory capacity and any consents or agreements given herein by the Licensor shall not be construed as consent or agreement by the Queenstown Lakes District Council in its regulatory capacity.
- 16.2 **Amendment:** No amendment to this Licence will be effective unless it is in writing and signed by all the parties.
- 16.3 **Waiver:** Failure by a party to enforce at any time any one or more of the terms or conditions of this Licence is not a waiver of that party's right to subsequently enforce at any time any one or more of the terms or conditions of this Licence.
- 16.4 **Invalidity:** If any of the provisions of this Licence is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will not in any way be affected or impaired.
- 16.5 **Law:** This Licence is to be governed by and construed in accordance with the laws of New Zealand and each party irrevocably and unconditionally agrees that the Courts of New Zealand have jurisdiction to hear and determine any proceedings brought in relation to this Licence.
- 16.6 **Licence may partly extinguish:** In the event of agreements being executed between the Crown and Queenstown Lakes District Council which provide for the Crown acquiring land or land interests over parts of the Licenced Area for the purposes of the Project, then the Licence may be deemed to extinguish at time of settlement in respect of those parts of the Licenced Area which have been so settled.

**EXECUTED as a Licence**

**SIGNED** for and on behalf of )  
**QUEENSTOWN LAKES DISTRICT COUNCIL** )  
as **LICENSOR** by its Community Services )  
General Manager under delegated authority )  
in the presence of: )



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

Karen Whittaker

\_\_\_\_\_  
Full Name of Witness

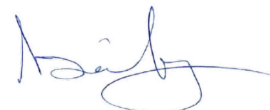
11 Castalia Drive, Queenstown

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

Administrator

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

**SIGNED** by [ ] )  
as **LICENSEE** )  
in the presence of: )



\_\_\_\_\_  
Signature

Ken Bailey - GM Community Services 20/09/2023

\_\_\_\_\_  
Authorised Signatory

\_\_\_\_\_  
Authorised Signatory

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

\_\_\_\_\_  
Full Name of Witness

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

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

\_\_\_\_\_

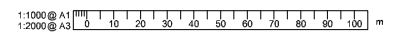
**SCHEDULE ONE – PLAN OF LICENCED AREA**

Ka Huanui a Tahuna plan KHT-NZU-DES-PL-DG-PL1110-A (**PL1110-A**)

TEMPORARY OCCUPATION AREA					
REF No.	ID	AREA (Ha)	LEGAL DESCRIPTION	OWNER/ADMINISTRATOR	OPERATIVE AND PROPOSED DISTRICT PLAN ZONING
TO1		2.025	SECTION 6 BLOCK XXXIII TN OF FRANKTON (RT 1091078)	DEPARTMENT OF CONSERVATION/ QUEENSTOWN LAKES DISTRICT COUNCIL	COMMUNITY PURPOSES (GOLF COURSE)
TO1		0.234	SECTION 5 BLOCK XXXI TN OF FRANKTON (RT 1091078)	DEPARTMENT OF CONSERVATION/ QUEENSTOWN LAKES DISTRICT COUNCIL	COMMUNITY PURPOSES
TO2		0.034	JOE O'CONNELL DRIVE	QUEENSTOWN LAKES DISTRICT COUNCIL	LOCAL ROAD
TO3		0.457	LOT 1 DP 25073 (RT 659427)	QUEENSTOWN LAKES DISTRICT COUNCIL	COMMUNITY PURPOSES

- LEGEND:**
- PROPOSED 3-WATERS WORKS**
- SOB
  - ES DUCTS
  - 10-180000 (4) (RURALS/FORESTED)
  - 10-200110 (4) (RURALS/FORESTED)
  - 10-200110 (4) (RURALS/FORESTED)
  - 10-200110 (4) (RURALS/FORESTED)
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  - 10-200110 (4) (RURALS/FORESTED)
  - 10-200110 (4) (RURALS/FORESTED)
  - 10-200110 (4) (RURALS/FORESTED)
- Other Features**
- BOUNDARY LINES
  - 10-200110 (4) (RURALS/FORESTED)
  - 10-200110 (4) (RURALS/FORESTED)
  - 10-200110 (4) (RURALS/FORESTED)
  - 10-200110 (4) (RURALS/FORESTED)
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  - 10-200110 (4) (RURALS/FORESTED)
  - 10-200110 (4) (RURALS/FORESTED)

ALL AREAS APPROXIMATE



**NOT FOR CONSTRUCTION**

REVISION	AMENDMENT	APPROVED	DATE
A	ISSUED FOR INFORMATION	R.G	09-08-2023



SCALES	DESIGNED	APPROVED	ORIGINAL SIZE
1:1000	A. EVANS	B. MILLS	A1
DRAWING VERIFIED	DESIGN VERIFIED	APPROVED DATE	
B. BUSWELL	R. GIBSON	09/08/2023	

PROJECT			
NZUP QUEENSTOWN			
TITLE			
TEMPORARY OCCUPATION AREA FOR QLDC 3-WATERS WORKS			
PROJECT NO.	PROJECT FILE	SHEET NO.	REVISION
KHT	KHT-NZU-DES-PL-DG	PL1110	A

## SCHEDULE TWO – PERMITTED USE

The Permitted Use items (also with reference to PL1110-A and to Ka Huanui a Tahuna plan KHT-NZU-S1Z3-RD-SK-RD2000-A (**RD2000-A**) attached at Schedule Three) are:

1. Setting up of site facilities, e.g., port-a-loo, site office, area for material, fencing off of the construction area, realignment of pedestrian path around construction area.
2. Establishing temporary access to golf course carpark.
3. Removal of trees and vegetation as agreed with the Licensor via a separate tree removal application.
4. Subject to satisfaction of any resource consent requirements, earthworks necessary for the carrying out of the Permitted Use items.
5. Installation of services as shown on PL1110-A.
6. Construct asphalted entry shown hatched red on RD2000-A.
7. Relocation of golf course sign.
8. Construct chip seal drive and carpark shown hatched blue on RD2000-A.
9. Construct 4.0m high ball protection fence following outside curve of asphalted entry shown purple line on RD2000-A.
10. Construct post and cable fencing to outside of chip seal drive and carpark and inside carpark, shown orange line on RD2000-A.
11. Construct carpark run-off area inside carpark, shown blue on RD2000-A.
12. Construct 2.5m wide gritted path extending from 9th Green to carpark, shown yellow on RD2000-A.
13. Construct 2.2m high ball protection fence adjacent gritted path and at northern boundary of Frankton Domain, shown purple line on RD2000-A.
14. Any further works for the benefit of the Licensor which may be agreed between the Licensor and the Licensee.



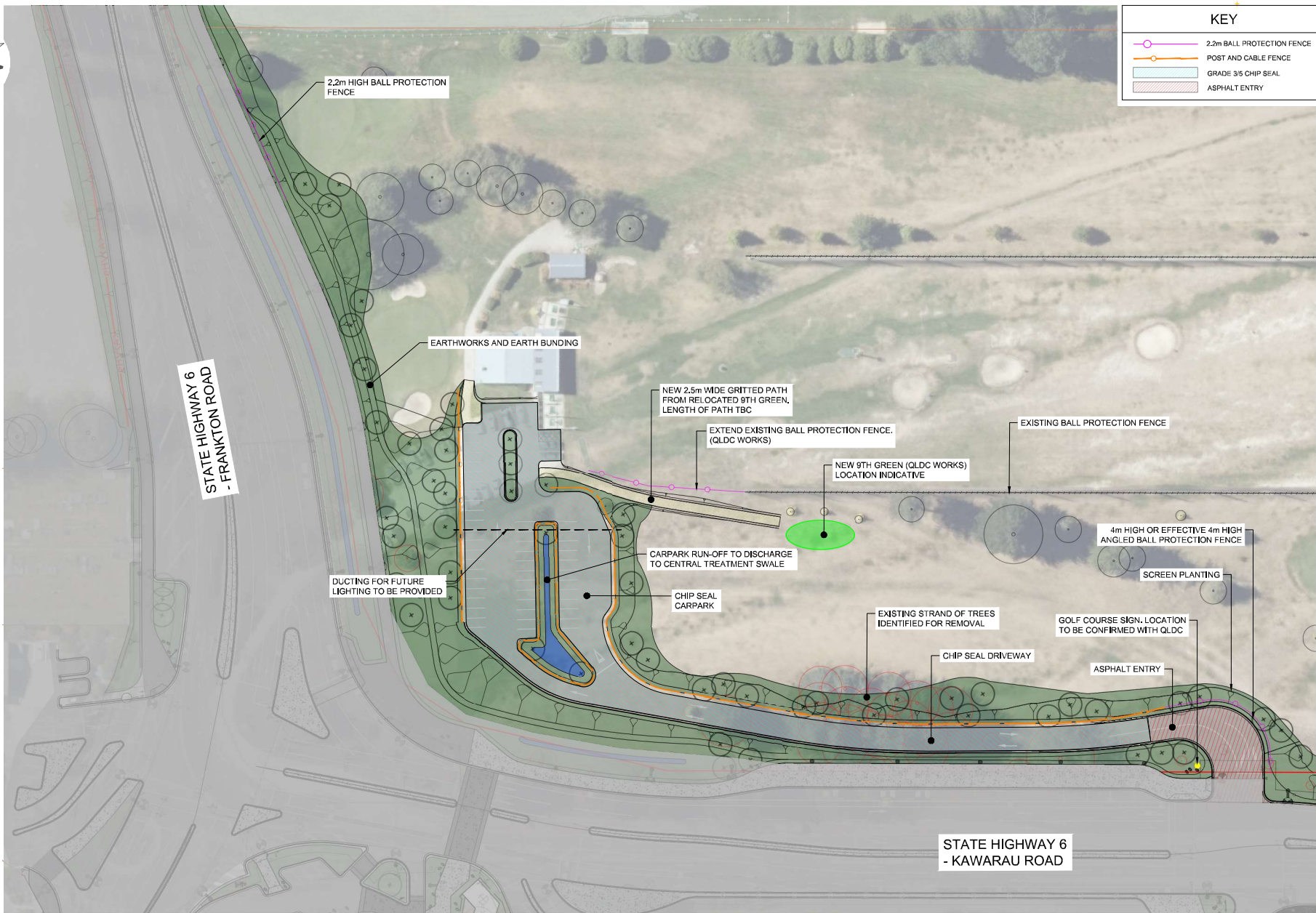
**SCHEDULE THREE**

Ka Huanui a Tahuna plan KHT-NZU-S1Z3-RD-SK-RD2000-A



0 50 100 200 300 mm

KEY	
	2.2m BALL PROTECTION FENCE
	POST AND CABLE FENCE
	GRADE 3/5 CHIP SEAL
	ASPHALT ENTRY



PLAN  
SCALE 1:500

NOT FOR CONSTRUCTION

1:500 @ A1  
1:1000 @ A3

REVISION	AMENDMENT	APPROVED	DATE
A	FOR INFORMATION	R. G.	29/05/2023

**Kā Huanui  
a Tāhuna**

QUEENSTOWN  
LAKES DISTRICT  
COUNCIL

**Queenstown  
Package**

WAKA KOTAHU  
NZ TRANSPORT  
AGENCY

New Zealand  
Upgrade  
Programme

Te Kāwanatanga o Aotearoa  
New Zealand Government

SCALES	DESIGNED	APPROVED	ORIGINAL SIZE
1:500	J. ANDRELL		A1
DRAWN			
MJREAL			
DRAWING VERIFIED	VERIFIED	APPROVED DATE	

PROJECT	PROJECT QUEENSTOWN		
	ZONE 3		
	MAIN WORKS		
TITLE	GOLF COURSE MITIGATION WORKS		
PROJECT NO.	KHT	PROJ-RKGL-AWORK-018C-FILE	SHEET NO.
		KHT-NZU-S1Z3-RD-SK	RD2000
REVISION	A		