

# COMMUNITY GROUP LICENCE TO OCCUPY

between

**HAMILTON CITY COUNCIL**

and

**[NAME OF LICENSEE]**

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**PARTIES**

- (1) **HAMILTON CITY COUNCIL** ("Licensor")
- (2) **[NAME OF LICENSEE]** ("Licensee")

**BACKGROUND**

- A. The Licensor is the administering body of the **[INSERT NAME OF RESERVE]** Reserve under the Reserves Act 1977 ("Reserve"). OR
- A. The Licensor is the registered proprietor of the land and/or buildings situated at **[INSERT STREET ADDRESS]** ("Property").
- B. The Licensor and the Licensee have agreed that the Licensee will receive a non-exclusive licence to use that part of the [Reserve or Property] as shown outlined in **[INSERT]** on the plan attached to this licence as Schedule 4 ("Licence Area").
- C. The parties have entered into this licence to record the terms and conditions on which the Licensee may use the Licence Area.

**OPERATIVE PART:**

**1. GRANT OF LICENCE**

- 1.1 The Licensor grants to the Licensee and the Licensee accepts the non-exclusive licence to occupy and use the Licence Area for the Term upon the terms of this Licence.

Executed as a deed.

**SIGNED** for and on behalf of )  
**HAMILTON CITY COUNCIL** as )  
Licensor by its Chief Executive ) .....  
Officer acting under delegated ) Chief Executive Officer  
authority: )

**THE COMMON SEAL** of )  
 )  
was affixed hereto in the presence of: )

**OR**

**SIGNED** for and on behalf of ) .....  
 )  
as Licensee by )  
and by ) .....  
both being authorised signatories: )

DRAFT

## SCHEDULE 1

### (Reference Schedule)

<b>Licence Area</b>	That part of <b>[INSERT NAME AND LEGAL DESCRIPTION OF RESERVE] OR [LEGAL DESCRIPTION OF PROPERTY]</b> as shown outlined in <b>[INSERT]</b> on the plan attached to this Licence as Schedule 4.		
<b>Term</b>			
<b>Commencement Date</b>		<b>Expiry Date</b>	
<b>Right of Renewal</b>	There is no right of renewal provided by this Licence.		
<b>Licence Fee</b>	<b>[INSERT AMOUNT]</b> plus GST per annum		
<b>Licence Fee Payment Dates</b>	The <b>[INSERT]</b> day of <b>[INSERT MONTH]</b> and <b>[INSERT MONTH]</b> in each year during the Term of this Licence.		
<b>Licence Fee Review Dates</b>	Each anniversary of the Commencement Date (refer clause 4.2 of Schedule 2).		
<b>Proportion of Outgoings</b>	<b>[INSERT PROPORTION OF OUTGOINGS AS A PERCENTATGE E.G.100%]</b>		
<b>Default Interest Rate</b>	<b>[INSERT DEFAULT INTEREST RATE]</b>		
<b>Permitted Activity</b>	<b>[INSERT PERMITTED ACTIVITY]</b>		
<b>Licensor's Contact Details</b>	Parks and Open Spaces Unit Manager Hamilton City Council Private Bag 3010 Hamilton		
<b>Licensee's Contact Details</b>	<b>Name:</b>		
	<b>Address:</b>		
	<b>Phone:</b>		
	<b>Email:</b>		

## SCHEDULE 2

### (General Terms and Conditions)

#### 1. INTERPRETATION

1.1 In this Deed unless the context otherwise requires:

- (a) “Deed” means this Deed including Schedules 1 to 5;
- (b) “Licence” means the licence granted to the Licensee pursuant to this Deed;
- (c) “Policy” means Hamilton City Council’s Community Occupancy Policy attached as Schedule 5 or any policy amending, consolidating or replacing it;
- (d) “Working Day” has the meaning given to it in the Property Law Act 2007;
- (e) Whenever words appear in this Licence that also appear in Schedule 1 then those words shall mean and include the details supplied after them in Schedule 1;
- (f) Whenever the words “includes” or “including” are used in this Licence, they are deemed to be followed by the words “without limitation”;
- (g) Where obligations bind more than one person those obligations shall bind those persons jointly and severally;
- (h) The benefits and burdens shall be binding upon the parties and their respective successors, executors, administrators and personal representatives, and references to the parties shall be construed accordingly; and
- (i) 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.

#### 2. USE OF LICENCE AREA

2.1 The Licensee is only allowed to use the Licence Area for the Permitted Activity shown in Schedule 1. The right to use the Licence Area for the Permitted Activity:

- (a) Is subject to the general terms and conditions of this Licence and any special conditions or restrictions on use as set out in Schedule 3; and
- (b) Does not give the Licensee exclusive rights to the Licence Area and the Licensee shall at all times respect the public rights of access associated with the **[Reserve or Property]**. For example, the Licensee shall ensure that members of the public can access the Licence Area at times when the Licensee has no organised events, practices or training in progress.

- 2.2 The Licensee will not carry out, or allow to be carried out, any commercial activity or any other activity not specified in Schedule 1 on the Licence Area unless the Licensee has obtained the prior approval in writing of the Licensor.
- 2.3 For the avoidance of doubt, this Licence records that if the Licensee wishes to charge an entrance fee for a special event then the Licensee must obtain the prior written approval of the Licensor.

### 3. TERM

- 3.1 The term of this Licence shall be that provided in Schedule 1.
- 3.2 If this Licence continues, with the consent of the Licensor, past the expiration of the Term then this Licence shall be terminable on one month's written notice given at any time by either party to the other.

### 4. PAYMENTS

#### 4.1 Payment of Licence Fee

The Licensee shall pay the Licence Fee by equal half yearly payments in advance (or as varied pursuant to any Licence Fee Review) on the Licence Fee Payment Dates, but the first half yearly payment shall be made on the Commencement Date on a proportionate basis for any broken period until the next Licence Fee Payment Date. Licence Fees and other monies shall be paid by the Licensee without deduction or set off by direct payment to the Licensor or as the Licensor may in writing otherwise direct.

#### 4.2 Licence Fee Review

The Licensor may review the Licence Fee on the Licence Fee Review Dates as follows:

- (a) The Licensor can at any time up to the date that is 1 month before the Licence Fee Review Date give written notice to the Licensee specifying the new Licence Fee as at the Licence Fee Review Date.
- (b) The new Licence Fee must be set in accordance with and must be consistent with the Policy.
- (c) The new Licence Fee shall be payable as from the Licence Fee Review Date and provided that the Licensor's decision is consistent with the Policy the Licensee shall have no right of objection or arbitration in respect of the Licensor's decision as to the amount of the licence fee payable under this Licence.

#### 4.3 Outgoings

- (a) The Licensee shall punctually pay all outgoings, charges and expenses incurred directly by the Licensee in respect of the Licence Area including, but not limited to rates, maintenance, insurance premiums, utilities costs and resource consent fees.

- (b) The Licensee shall pay all the payments, charges and expenses which the Licensee is obliged to pay under clause 4.3(a) above at the times, and in the manner from time to time required by the relevant authority, or supplier of the services, utilities or amenities (as the case may be) to avoid penalties, and otherwise shall make such payments on demand. If the Licensee defaults in making any payment the Licensor may (but shall not be obliged to) make the payment, and in addition to the Licensor's other remedies under this Licence, may recover the amount so paid from the Licensee.

#### 4.4 Goods and Services Tax

The Licensee shall at the time the Licence Fee and other payments payable fall due for payment pay to the Licensor or as the Licensor directs all goods and services tax payable on the Licence Fee and other payments.

#### 4.5 Interest on Unpaid Money

If the Licensee defaults in payment of the Licence Fee or other moneys payable hereunder for Ten (10) Working Days then the Licensee 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 Licensee shall pay the Licensor's costs arising out of and in connection to this Licence including:

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

### 5. REPORTING REQUIREMENTS

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

**[Drafting Note: Delete those that are not required]**

- (a) Licensee's Community Outcomes Plan developed in accordance with the Policy.
- (b) Report outlining Licensee's achievements against the Community Outcomes Plan.

- (c) Licensee's annual accounts (the Licensor may require these to be audited).
- (d) Licensee's adopted budget for the forthcoming year.
- (e) Confirmation of current insurance policies for the Licence Area.
- (f) Contact details (e.g. name, postal address, phone number and email address of contact person for the Licensee).
- (g) Copies of any minutes, resolutions, president's reports of the Licensee.
- (h) Report on usage rates for the Licence Area by the Licensee.

## 6. LICENSEE'S RULES

- 6.1 The Licensee must make rules for the management and control of the Licence Area and for the conduct of persons using the Licence Area. All such rules must be submitted and approved by the Licensor before coming into force and must not be inconsistent with the terms of this Licence, the provisions of the Reserves Act 1977 and any management plan prepared by the Licensor under section 41 of the Reserves Act 1977.

## 7. NO DISCRIMINATION

- 7.1 The Licensee must comply with the Human Rights Act 1993 so far as it applies to the Licensee, 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 Licensee must exercise the rights granted by this Licence in a safe and reliable manner and must comply with the Health and Safety in Employment Act 1992.
- 8.2 The Licensee 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 Licensee shall:
- (a) Notify the Licensor of any occurrence, activity or event on the Licence Area on the **[Reserve or Property]** 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 Licence Area and must, where necessary, erect signposts warning the public of any dangers they may encounter on the Licence Area.
  - (c) Record and report to the Licensor 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 Licensee shall not:

- (a) Bring upon or store within the Licence Area nor allow to be brought upon or stored within the Licence Area 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 *[Reserve or Property]*, any surfaced area or the Licensor's improvements, fixtures or fittings;
- (b) Contaminate the Licence Area and shall undertake all works necessary to remove any contamination of the Licence Area other than contamination not caused by the Licensee or which took place prior to the commencement date of the Licensee's use of the Licence Area. 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 Licence Area or allow the Licence Area 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 Licensor, other lessees, licences or users of the *[Reserve or Property]*, or any other person.

## 10. LIQUOR

- 10.1 The Licensee must not apply for a special liquor licence or vary any liquor licence for the Licence Area or any part of the Licence Area without first obtaining the consent in writing of the Licensor in its capacity administering body and or registered proprietor of the *[Reserve or Property]* in addition to any consent required from Hamilton City Council acting in its regulatory capacity.

## 11. MAINTENANCE

- 11.1 The Licensee shall maintain the Licence Area in the state which it was in on the commencement date of this Licence and will perform maintenance and repairs when necessary and when instructed by the Licensor.
- 11.2 If the Licensee fails to comply with any instruction given by the Licensor under clause 11.1 above within such reasonable timeframes as required by the Licensor then the Licensor may (but is not obliged to) complete such maintenance and repairs either wholly or in part. All the costs incurred by the Licensor pursuant to this clause in carrying out any maintenance and repair works together with interest at the Default Interest Rate will be recoverable by the Licensor from the Licensee as if such amounts were arrears of the Licence Fee.
- 11.3 The Licensee must immediately bring to the Licensor's attention any damage, breakage or defect in or to any part of the Licence Area, or to services and systems in the Licence Area, and any circumstances likely to cause damage or injury to property or persons.

## 12. IMPROVEMENTS

- 12.1 The Licensee shall not build any buildings or make any structural or other alterations to any buildings comprising part of the Licence Area without the prior written consent of the Licensor. The Licensor can withhold such consent for any reason.
- 12.2 The Licensee, when undertaking any “building work” to the Licence Area (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 Licensor in accordance with clause 12.1 above and within such timeframes as reasonably required by the Licensor and if the Licensor 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
  - (b) Comply with all statutory requirements including the obtaining of building consents and code compliance certificates and shall not allow the Licence Area to be open to members of the public or allow use of the Licence Area 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 Licence for any reason whatsoever the land together with all buildings and improvements comprising part of the Licence Area shall revert to the Licensor without compensation payable to the Licensee PROVIDED THAT:
- (a) The Licensee shall, if required by the Licensor, remove all or part of any improvements, equipment, partitions, alterations or additions installed or made by the Licensee to the Licence Area on, or prior to, the expiration of the Term or such other timeframe agreed in writing by the Licensor.
  - (b) The Licensee shall, if required by the Licensor:
    - (i) Make good damage to the **[Reserve or Property]** caused by such removal or otherwise caused by the Licensee, including, but not by limitation, the removal of rubbish;
    - (ii) Restore the Licence Area to its condition prior to the Licensee making use of the Licence Area; and
    - (iii) Where the Term is determined for any reason, effect such removal and making good of damage immediately after determination.
  - (c) If the Licensee fails to complete any removal and making good when required under subclauses 13.1(a) and 13.1(b), the Licensor may do so and the Licensee will on demand pay all costs and expenses incurred by the Licensor in doing so.

## 14. COMPLIANCE WITH STATUTES AND REGULATIONS

- 14.1 The Licensee shall comply with the provisions of all statutes, ordinances, regulations and by-laws in any way relating to or affecting the Licence Area or the use of the Licence Area by the Licensee 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 Licence Area or its use by the Licensee or other occupant.
- 14.2 Notwithstanding the provisions of clause 14.1, where the Licence Area or any part of the Licence Area comprises a building owned by the Licensor then the Licensor will undertake such action required to ensure compliance with the Building Act 2004 (unless any particular obligation is the responsibility of the Licensee as the occupier of the Licence Area) but the Licensee shall on demand by the Licensor pay by way of refund to the Licensor all costs incurred by the Licensor in respect of such action.

## 15. SIGNS

- 15.1 The Licensee must not erect, paint, display or allow on the Licence Area any signs, notices or advertising material unless the Licensee first obtains the consent in writing of the Licensor as the administering body and/or registered proprietor of the [Reserve or Property] 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 Licensor acting in its sole discretion may require any approved signs to be removed at any time. The Licensee must remove any signs and make good any damage occasioned thereby within 10 Working Days of receiving a request from the Licensor.

## 16. INSURANCE AND INDEMNITY

### 16.1 Licensee's Improvements

The Licensee, at the Licensee's expense, shall insure the Licensee's improvements situated on or within the Licence Area for full replacement value, including all professional and consent fees, and costs of demolition, site clearance and for any works required by statute. IF any buildings or improvements on the Licence Area are owned by the Licensor then the Licensor will arrange such insurance as the Licensor considers necessary and the Licensee shall on demand pay by way of refund to the Licensor such proportion of the costs incurred by the Licensor in respect of such action as the Licensor acting reasonably considers fair.

### 16.2 Licensee to occupy Licence Area at own risk

The Licensee agrees to occupy and use the Licence Area at the Licensee's risk and releases to the full extent permitted by law the Licensor, 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 Licence Area or the [Reserve or Property].

### 16.3 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:

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

#### **16.4 Public Liability**

The Licensee, at the Licensee's expense, shall effect and keep current in respect of the Licence Area, and the Licensee's use of the Licence Area, a policy of public risk insurance for such amount from time to time reasonably required by the Licensor, for any one event with a substantial reputable insurance office or company first approved in writing by the Licensor (such approval not to be unreasonably or arbitrarily withheld).

#### **16.5 Insurance Policies**

The Licensee must provide the Licensor with a copy of all insurance policies effected pursuant to clauses 16.1 and 16.4 together with such confirmation of payment of premiums as the Licensor may from time to time reasonably require.

#### **16.6 Failure to Comply**

If the Licensee fails to comply with its obligations under clauses 16.1 and 16.4 the Licensor may (but will not be obliged to) carry out such obligations on behalf of, and in the name of, the Licensee and pay any premiums. All moneys paid by the Licensor pursuant to this clause together with interest at the Default Interest Rate and the Licensor's reasonable costs incurred while carrying out such obligations will be recoverable by the Licensor from the Licensee as if they were arrears of the Licence Fee.

#### **16.7 Licensee not to Void Insurances**

The Licensee 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 Licence Area. Where the Licensee has rendered any insurance less effective or void and the Licensor has suffered loss or damage thereby the Licensee shall forthwith compensate the Licensor in full for such loss or damage.

### **17. DESTRUCTION**

If the Licence Area is destroyed or so damaged that the Licence Area cannot be used for the Permitted Activity then this Licence shall immediately terminate.

## 18. LICENSOR'S RIGHT TO TERMINATE

- 18.1 If, after giving due consideration to the public interest in the **[Reserve or Property]**, the Licensor is of the view that the Licence Area or any part of the Licence Area could be better used for any other purpose, the Licensor may terminate this Licence by not less than 6 months written notice to the Licensee.

## 19. DEFAULT

- 19.1 If at any time:

- (a) The Licence Fee is in arrears and unpaid for 10 Working Days after any payment date (whether it has been demanded or not); or
- (b) Repairs to be carried out by the Licensee under this Licence are not commenced within 10 Working Days of such notice having been given, or if commenced, are not diligently completed; or
- (c) The Licensor gives written notice to the Licensee specifying any breach (other than a breach of the type referred to in (a) or (b) above) of this Licence which breach remains unremedied for 10 Working Days after giving the notice; or
- (d) The Licensee 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 Licensee's creditors;
- (e) The Licensee is placed in liquidation or declared bankrupt or insolvent; or
- (f) The Licensee shall suffer distress or execution to issue against the Licensee's property goods or effects under any judgement against the Licensee in any Court for a sum in excess of five thousand dollars (\$5,000),

the Licensor may immediately, or at any time subsequently and without notice or demand terminate this Licence and expel and remove the Licensee from the Licence Area and the **[Reserve or Property]** with or without any improvements, equipment, partitions, alterations or additions installed or made by the Licensee to the Licence Area, without being guilty of any manner of trespass or conversion. This Licence shall then cease and determine, but without releasing the Licensee from liability in respect of any breach by the Licensee of this Licence.

## 20. LICENCE NOT ASSIGNABLE

- 20.1 The Licensee must not assign, mortgage, charge, sublet or part with possession of the Licence Area, or any part of the Licence Area, without first obtaining the written consent of the Licensor. The Licensor 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 If this Licence has been granted under paragraph (b) or paragraph (c) of section 54(1) of the Reserves Act 1977, consent may only be granted to a transfer or assignment if the transferee or assignee is a registered incorporated society or a registered charitable trust whose aims and objects are similar to those of the Licensee and are acceptable to the Licensor.
- 20.3 The provisions of clause 20.2 shall only apply if the Licence Area is vested in the Licensor as a reserve under section 26 of the Reserves Act 1977.

## 21. GENERAL

### 21.1 No Lease

This Licence does not create any lease, tenancy or interest in the Licence Area or the [Reserve or Property].

### 21.2 Reserves Act 1977

The covenants and provisions required to be included in this Licence by the Reserves Act 1977 and by any regulations made under the Reserves Act 1977 shall to the extent that they are compulsory in their application to this Licence be binding on the parties in the same manner as if such provisions had been set out fully in this Licence.

### 21.3 Administering Body or Registered Proprietor

The Licensor has entered into this Licence in its capacity as administering body and or registered proprietor of the [Reserve or Property] and not as a regulatory authority. The two roles are different and nothing in this Licence 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 Licensor shall not be responsible to the Licensee for any act or default or neglect of any other Lessee, Licensee or other user of the [Reserve or Premises].

### 21.5 Suitability

No warranty or representation expressed or implied has been or is made by the Licensor that the Licence Area is now suitable or will remain suitable or adequate for use by the Licensee or that any use of the Licence Area by the Licensee 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 Licence is not registrable and the Licensee may not register a caveat against the Identifier for the **[Reserve or Property]**.

## 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;
  - (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 Licensee, if the Licensor is unaware of the Licensee's last known address in New Zealand or the Licensee's facsimile number, any notice placed conspicuously on any part of the Licence Area shall be deemed to have been served on the Licensee 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 Licence; or
  - (ii) any other matter in connection with, arising out of, or which may have an effect on, this Licence;

then representatives of the Licensee and the Licensor 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 Licensee and the Licensor 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 Licensee and the Licensor shall attend and participate in the mediation in good faith to negotiate towards achieving a settlement of the Issue.

**SCHEDULE 3**

**(Special Terms and Conditions)**

**1. RESTRICTIONS ON USE**

**1.1 [INSERT clauses to record any special conditions or restrictions on use of the Licence Area. For example: restrictions as to hours of access to Licence Area]**

**2. LICENCE AREA ADJACENT TO PLAYING FIELD**

**2.1** If the Licence Area is adjacent to but does not include a playing or sports field or ground then the Licensee will not permit its members to use such field or ground without first obtaining from the Licensor a licence to use and occupy upon such conditions and terms as a determined by the Licensor.

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**SCHEDULE 4**

**(Plan)**

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**SCHEDULE 5**

**(Community Occupancy Policy)**

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