



29 MAR 2018

Mr Robert Stewart  
[FYI-request-7285-0f9ecbd3@requests.fyi.org.nz](mailto:FYI-request-7285-0f9ecbd3@requests.fyi.org.nz)

Dear Mr Stewart,

On 15 February 2018, you emailed the Ministry requesting, under the Official Information Act 1982, the following information:

- *What are the private terms and conditions that have been set for leasing the Ministry building in Castle Street, Dunedin?*
- *Please provide a copy of all health and safety assessments including risk assessments, and a list of all identified hazards and potential hazards for that same building.*

The Ministry negotiated rental arrangements for the Castle Street, Dunedin premises in accordance with the Public Service Standard Lease guidelines, as is the practice for all of the Ministry's rental negotiations. The Ministry has a nine year lease arrangement for the Castle Street, Dunedin site, which has been in effect since 1 April 2013. Enclosed is a copy of the Ministry's Deed of Lease for the property, which sets out the private terms and conditions.

Since the signing of this lease, the owner of the property has changed. The landlord of this property is now Wilsons Parking New Zealand Limited. The terms of the lease are unchanged.

The Ministry takes seriously its obligations to provide a safe environment for employees and clients. This includes conducting regular assessments of any hazards at a Site. These assessments require the Site Manager, a Health and Safety Representative, and, if available, a Union Representative to sign off a Register of Hazards identified at the site, and a checklist of ongoing potential hazards to be monitored, including actions to be taken. The Ministry has interpreted your request as relating to current assessments and identified hazards and potential hazards. If this was not the intention of your request and you would like the Ministry to consider past versions of the health and safety documents provided, please advise the Ministry at [OIA\\_Requests@msd.govt.nz](mailto:OIA_Requests@msd.govt.nz).

At the time of writing, the most recent finalised Hazard Register and Three Monthly Check-list was undertaken in November 2017. Please find attached a copy of each of these documents.

The names and signatures of some Ministry staff and the representative of the owner of the property at the time the lease was signed, Antipodean Properties Limited, are withheld under section 9(2)(a) of the Official Information Act in order to protect the privacy of natural persons. The need to protect the privacy of these individuals outweighs any public interest in this information.

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The principles and purposes of the Official Information Act 1982 under which you made your request are:

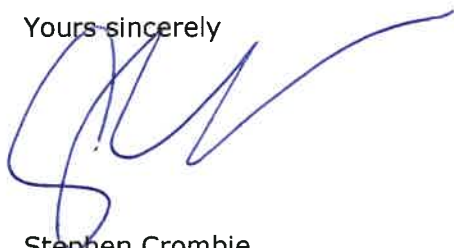
- to create greater openness and transparency about the plans, work and activities of the Government,
- to increase the ability of the public to participate in the making and administration of our laws and policies and
- to lead to greater accountability in the conduct of public affairs.

This Ministry fully supports those principles and purposes and intends to make the information contained in this letter and any attached documents available to the wider public shortly. The Ministry will do this by publishing this letter and attachments on the Ministry of Social Development's website. Your personal details will be deleted and the Ministry will not publish any information that would identify you as the person who requested the information.

If you wish to discuss this response with us, please feel free to contact [OIA\\_Requests@msd.govt.nz](mailto:OIA_Requests@msd.govt.nz).

If you are not satisfied with this response regarding the Ministry building on Castle Street, Dunedin, you have the right to seek an investigation and review by the Ombudsman. Information about how to make a complaint is available at [www.ombudsman.parliament.nz](http://www.ombudsman.parliament.nz) or 0800 802 602.

Yours sincerely



Stephen Crombie  
**Deputy Chief Executive, Corporate Solutions**

7837

**Public Sector Standard Lease**

360 Cumberland Street  
Dunedin

**Antipodean Properties Limited**

Landlord

**The Sovereign in right of New Zealand  
acting by and through the  
Ministry of Social Development**

Tenant

RELEASED UNDER THE  
OFFICIAL INFORMATION ACT

DEED dated 18 June 2012

**Parties**

- 1 Antipodean Properties Limited a company at Auckland ('Landlord')
- 2 The Sovereign in Right of New Zealand acting by and through the Ministry of Social Development ('Tenant')

**Operative Part**

The Landlord leases to the Tenant and the Tenant takes on lease the Promises and Carparks (if any) described in Items 3 and 5 respectively of the First Schedule together with the right to use:

- a the Landlord's Fixtures and Fittings; and
- b the Common Areas (if any);

for the term and from the commencement date set out in Item 6 of the First Schedule and at the annual rent (subject to review if applicable) as set out in Item 7(a) of the First Schedule and otherwise on the terms and conditions set out in the Schedules listed as Item 10 of the First Schedule which all form part of this Lease.

**Execution**

Signed by Antipodean Properties Limited

as Landlord by its attorney s 9(2)(a) in the presence of:

s 9(2)(a) - Privacy of natural persons

Witness signature

s 9(2)(a) - Privacy of natural persons

Full name

Law

Occupation

Solicitor

City/Town

Auckland

Signed by The Sovereign in Right of New Zealand by Mervyn Bruce Dacre in the presence of

s 9(2)(a) - Privacy of natural persons

M B Dacre

Witness signature

Full name

Occupation

City/Town

Executive Assistant

Mungah

I Mervyn Bruce Dacre have a delegation under section 41 of the State Sector Act 1988 to sign for the Ministry.

M B Dacre

Date

18-6-2012

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, s 9(2)(a) [redacted] solicitor, certify that:

- 1 By deed dated 1 October 2007 (the power of attorney) Antipodean Properties Limited, a company having its registered office at Level 8, PricewaterhouseCoopers Tower, 188 Quay Street, Auckland appointed me as its attorney on the terms and conditions set out in the power of attorney.
- 2 I have executed the attached document under the powers conferred on me by the power of attorney.
- 3 At the date of this certificate I have not received any notice or information of the revocation of the appointment by the dissolution (however occurring) of Antipodean Properties Limited or otherwise.

s 9(2)(a) [redacted]

Date: 6 June 2012

RELEASED UNDER THE OFFICIAL INFORMATION ACT

## FIRST SCHEDULE

### ITEM 1 LAND

All those parcels of land comprised and described in Certificates of Title OT68/101, OT7D/631, OT18C/1255, OT18C/1256, OT18C/1257, OT18C/1258, OT18C/1259, OT18C/1260, OT18C/1261, OT282/80, OT257/254, OT282/156 and OT314/76 (all Otago Registry) ('Land') upon which is erected the building described in Item 2.

### ITEM 2 BUILDING

All the buildings situated on the Land fronting Cumberland, Castle and St Andrews Streets.

### ITEM 3 PREMISES

That part of the Building being the ground floor premises ('Premises') as shown edged in red on the plan attached as the Third Schedule containing 3755.9m<sup>2</sup> of lettable area.

For the purposes of any review of rent it is agreed the Premises have a lettable area of 3755.9m<sup>2</sup>.

### ITEM 4 LANDLORD'S FIXTURES AND FITTINGS

All fixtures and fittings situated in the Premises not forming part of the Tenant's Fixtures and Fittings as set out in Item 12 nor forming any part of any further alterations or additions installed or carried out by the Tenant during the term of this Lease. The parties agree that the fire systems are the Landlord's Fixtures and Fittings.

### ITEM 5 CARPARKS

46 carparks as shown marked in yellow on the plan attached as the Fourth Schedule.

### ITEM 6 TERM

- |  |  |
|--|--|
| (a) Duration:                                    | 9 years                                  |
| (b) Commencement date:                           | 1 April 2013                             |
| (c) Further terms (if any):                      | 3 further terms of 3 years each          |
| (d) Renewal dates (if any):                      | 1 April 2022, 1 April 2025, 1 April 2028 |
| (e) Final expiry date if all renewals exercised: | 31 March 2031                            |

### ITEM 7 RENT PAYMENTS AND REVIEW

- |                                |  |
|--------------------------------|--|
| (a) Annual rent:               | \$667,563.50 plus GST comprising:<br>Premises: \$619,723.50 plus GST<br>Carparks: \$47,840.00 plus GST |
| (b) Monthly payments:          | \$55,630.29 plus GST   |
| (c) Rent commencement date:    | 1 April 2013   |
| (d) Rent review date(s):       | 1 April 2016, 1 April 2019   |
| (e) Dates for payment of rent: | The 1 <sup>st</sup> day of each month during the continuance of this Lease.                            |

**ITEM 8            DEFAULT INTEREST RATE**

2% above the Westpac 90 day bank bill buy rate as displayed on the Reuters Monitor Screen BKBL (or its successor page) at or about 10.45am on each day during which the default continues. If there is no such rate displayed for such bank bills, the rate shall be 2% above the rate determined by Westpac in its discretion as being its buy rate for such bank bills at or about 10.45am on each day during which the default continues.

**ITEM 9            PERMITTED USE OF THE PREMISES**

**Permitted use:** Any use permitted as of right pursuant to the District Plan of the Territorial Authority having jurisdiction in respect of the Premises.

**Actual use by the Sovereign In Right of New Zealand:** Office Accommodation (as more particularly defined in clause 26).

**ITEM 10           SCHEDULES AND PLANS FORMING PART OF THIS LEASE**

- First Schedule        -    Reference Schedule
- Second Schedule    -    Provisions of the Lease
- Third Schedule      -    Floor Plan
- Fourth Schedule    -    Carparks Plan
- Fifth Schedule      -    Special Provisions

**ITEM 11           ADDRESS FOR NOTICES**

(a) **Landlord:**            C/- PricewaterhouseCoopers  
                                   Level 8, PWC Tower,  
                                   188 Quay Street, Auckland  
                                   Fax No: (09) 355 8001

**Copy to:**  
 Chapman Tripp  
 Level 38, ANZ Business Centre  
 23-29 Albert Street, Auckland  
 Attention: s 9(2)(a)  
 Fax No: (09) 357 9099

(b) **Tenant:**                Notices are to be served on the Chief Executive Officer of the Ministry of  
 Social Development, PO Box 1556, Wellington.  
 Fax No: (04) 918 0099

**ITEM 12           TENANT'S FIXTURES AND FITTINGS**

- Heating, chilling and ventilation plant equipment
- Suspended ceilings
- Light fittings
- Kitchens
- Partitions
- Power and IT cabling
- Toilet and shower facilities
- Auto doors
- Security systems
- Floor coverings
- Signage

## SECOND SCHEDULE

### TENANT'S PAYMENTS

#### 1 RENT

- 1.1 The Tenant shall pay to the Landlord during the term of this Lease annual rent at the rate specified in Item 7(a) of the First Schedule or where increased or decreased in accordance with the express provisions of the Lease at the increased or decreased rent.
- 1.2 The Tenant shall pay the annual rent by equal instalments in advance on the 1<sup>st</sup> day of each calendar month. The first instalment shall be paid on the rent commencement date specified in Item 7(c) of the First Schedule and shall comprise annual rent from that date to the last day of the then current calendar month.

#### 2 RENT REVIEW

- 2.1 The annual rent for the time being payable under this Lease may be reviewed on each Review Date in the following manner:
- a The Landlord shall no earlier than 4 calendar months and no later than 2 months prior to any Review Date (time being strictly of the essence) give written notice to the Tenant specifying the new annual rent proposed by the Landlord as the current market rent to apply from that Review Date.
- Such notice shall be null and void if not accompanied by a certificate signed by a Registered Valuer which fixes the current market rent as at the relevant Review Date at the same figure as that fixed in the Landlord's written notice.
- b Should the Landlord not have commenced the review 2 months prior to the Review Date, the Tenant may at any time thereafter commence the review by giving to the Landlord written notice specifying the annual rent considered by the Tenant to be the current market rent as at the Review Date.
- Such notice shall be null and void if not accompanied by a certificate signed by a Registered Valuer which fixes the current market rent as at the relevant Review Date at the same figure as that fixed in the Tenant's written notice.
- c If by further written notice from one party to the other ('the Disputing Party's Notice') given within 40 Working Days from receipt of notice under clause 2.1(a) or (b) the other party disputes that the proposed new current market rent is the current market rent and specifies the annual rent considered by such party to be the current market rent, and supports the Disputing Party's Notice with a certificate from a Registered Valuer, which fixes the current market rent at the same figure as that specified in the Disputing Party's Notice, then the new current market rent shall be determined in accordance with clauses 2.2 and 2.3.
- d Should further written notice not be given by one party to the other under the provisions of clause 2.1(c), the party served under clause 2.1(a) or (b) shall be deemed to have accepted the rental so notified by the other party.



- e The current market rent deemed to have been accepted in accordance with the provisions of clause 2.1(d) or determined in accordance with the provisions of clauses 2.2 and 2.3, shall be the annual rent payable by the Tenant from the relevant Review Date.
- f Pending the determination of the new annual rent the Tenant shall pay an interim rent equal to the rent that was payable by the Tenant immediately prior to the relevant Rent Review Date.
- g Any variation in the annual rent resulting from the determination of the new current market rent shall take effect on and from the relevant Review Date notwithstanding that either party's rent assessment may have been given or the new current market rent may have been determined after that Review Date. An appropriate adjustment shall be made and a tax invoice or credit note shall be issued by the Landlord for the adjustment within 15 Working Days of the determination of the new current market rent. The adjustment shall be made no later than that date 15 Working Days following receipt of the tax invoice by the Tenant either by:
- i payment to the Landlord of the amount of the tax invoice where the current market rent has increased following review; or
  - ii where the tax invoice is a credit note as the current market rent has decreased following review, at the Tenant's option, either by deduction from the monthly rental payment due or by payment by the Landlord to the Tenant of the amount of the tax invoice.
- h The rent review at the option of either party may be recorded in a deed. The parties shall meet their own legal costs in relation to such a deed.
- i Where any statute, regulation, order or other lawful requirement imposing any rent moratorium freeze has the effect of:
- i postponing any periodic review of the annual rent in accordance with the provisions of this Lease; or
  - ii postponing the commencement of payment of any varied annual rent which would be payable following a review of the annual rent;
- either party may elect to exercise the review by postponing the Review Date to a day on or after the date the rent moratorium or freeze ceases to apply to this Lease and the new rent shall then be established at, and be payable from, such postponed Review Date. The postponement of any Review Date under this clause shall not prevent a review of the rent taking place on the next Review Date, or otherwise postpone such subsequent Review Date.
- j On the determination of the review, if the reviewed rent is more than the rent paid from the Review Date to the determination of the review, the arrears of rent shall be paid by the Tenant, and if the reviewed rent is less than the amount paid, the overpayment of rent shall be refunded by the Landlord, any such payment to be made within 15 Working Days from the date of determination of the review. If the Landlord fails to make payment to the Tenant of any refund of overpaid rent within the said period of 15 Working Days, the Tenant shall be entitled to set off the amount of such refund against future payments of annual rent due to the Landlord under this Lease.

2.2 Should either party serve upon the other the Disputing Party's Notice or if the parties cannot agree on the annual rental to apply from a Renewal Date pursuant to the provisions of clause 26.1(a) then the following provisions shall apply:

- a The parties either themselves or through the Registered Valuers furnishing certificates under clauses 2.1(a), 2.1(b) or 2.1(c) ('the Certifying Valuers') or both shall endeavour through negotiation to agree upon a current market rent within 40 Working Days from receipt of the Disputing Party's Notice ('the negotiation period').
- b Negotiations under clause 2.2(a) shall be on a 'without prejudice' basis to any subsequent arbitration of a current market rent at which details of such negotiations and the certificates furnished pursuant to clauses 2.1(a), 2.1(b) or 2.1(c) shall be inadmissible.
- c Should the parties be unable to mutually agree a current market rent in writing during the negotiation period or any agreed extension of such period, then the new rent may be determined either:
  - i by one party giving written notice to the other requiring the new rent to be determined by arbitration; or
  - ii if the parties so agree, by registered valuers acting as experts and not as arbitrators as follows:
    - A each party shall appoint a valuer and give written notice of the appointment to the other party with 10 Working Days of the parties agreeing to so determine the new rent;
    - B if the party receiving a notice fails to appoint a valuer within the 10 Working Days period then the valuer appointed by the other party shall determine the new rent and such determination shall be binding on both parties;
    - C the valuers appointed before commencing their determination shall appoint a third expert who need not be a registered valuer;
    - D the valuers appointed by the parties shall determine the current market rent of the premises but if they fail to agree then the rent shall be determined by a third expert; and
    - E each party shall be given the opportunity to make written or oral representations subject to such reasonable time and other limits as the valuers or the third expert may prescribe and they shall have regard to any such representations but not be bound thereby.
- d When the new rent has been determined the person or persons determining the same shall give written notice thereof to the parties. The notice shall specify how the costs of the determination shall be borne and such provision shall be binding on the parties. The notice may direct the payment of interest by one party to the other at such rate as may be deemed appropriate.

2.3 In determining the current market rent the arbitrator or the experts shall:

- a For so long as The Sovereign in Right of New Zealand is the tenant hereunder, have regard only to the Actual Use the Premises are put to by the Tenant as recorded in Item

9 of the First Schedule and disregard the Permitted Use of the Premises and the effects of clause 16 of this Lease.

- b Have regard to any deterioration in, or degradation of, the condition of the Land, Building and Premises arising from:
  - i the Landlord's failure to perform the Landlord's maintenance, repair, replacement or structural repair and replacement obligations under this Lease;
  - ii any inherent defect in the Land, Building or Premises; and
  - iii any faulty design, construction, workmanship, repair or fault in the Premises or the Building including its services which are provided by the Landlord.
- c Deduct from any current market rent determined under this clause any component attributable to a management fee it being the agreed common intention of the Landlord and Tenant that no management fees are to be allowed for during the currency of this Lease or any renewal thereof.
- d Disregard any deterioration in, or degradation of, the condition of the Premises arising from the Tenant's failure to perform its maintenance obligations under the Lease.
- e Disregard the value of any goodwill attributable to the Tenant's business and the value of the Tenant's Fixtures and Fittings in the Premises.
- f Disregard any anticipated increase in the Landlord's expenses in relation to the Premises or the property of which the Premises form part over the period to which the review relates.
- g Have regard, subject to the foregoing provisions of clauses 2.3(a) to (f) (inclusive), to the current market rent payable for comparable premises as at the relevant Review Date.

### 3 TENANT'S OTHER OUTGOINGS

- 3.1 The Tenant shall pay all charges payable in respect of the Premises for telephones, gas, electricity, and any other Tenant consumable (but excluding any charges for the supply of water) supplied to and actually consumed on the Premises.
- 3.2 If the Premises are not separately assessed for such charges the Tenant shall pay a fair proportion of them.

### 4 OVERDUE PAYMENTS

- 4.1 The Tenant shall pay interest to the Landlord at the rate prescribed in Item 8 of the First Schedule on all rent payments and other monies payable by the Tenant to the Landlord under this Lease which are overdue for more than 15 Working Days from the due date until the date of actual payment.

## 5 GOODS AND SERVICES TAX

- 5.1 The Tenant shall pay to the Landlord or as the Landlord shall direct the Goods and Services Tax payable by the Landlord in respect of the rental and other payments payable by the Tenant hereunder. The Goods and Services Tax in respect of the rental shall be payable on each occasion when any rental payment falls due and in respect of any other payment shall be payable on demand.
- 5.2 If the Tenant shall make default in payment of the rental or other monies payable hereunder and the Landlord becomes liable to pay additional Goods and Service Tax then the Tenant shall on demand pay to the Landlord the additional Goods and Services Tax.
- 5.3 Notwithstanding anything to the contrary, the Landlord shall provide to the Tenant a scheduled multiple tax invoice in respect of the annual rent payable hereunder detailing each separate supply made hereunder, the due date for payment for each such supply and the Goods and Services Tax inclusive amount payable in respect of each such supply:
- a within 15 Working Days of the Commencement Date in respect of the period from and including the Commencement Date up to but not including the first Review Date; and
  - b within 15 Working Days of each Review Date or the determination of the new current market rent (whichever is the later) in respect of the period from and including such Review Date up to but not including the next subsequent Review Date.
- 5.4 The Landlord shall provide to the Tenant a tax invoice in respect of any other payment due to the Landlord.

## SHARED PAYMENTS

### 6 LEGAL EXPENSES

- 6.1 Each party shall pay its own costs of and incidental to the preparation, variation or renewal of this Lease.
- 6.2 The Tenant shall pay the Landlord's reasonable legal costs for the proper enforcement of the Landlord's rights, remedies and powers under this Lease arising from the Tenant failing to observe and perform its covenants under this Lease.

## LANDLORD'S PAYMENTS

### 7 LANDLORD TO PAY OTHER OUTGOINGS

- 7.1 The Landlord shall pay all outgoings in respect of the Land, Premises and the Building (including its services) of which the Premises form part, other than those outgoings payable by the Tenant under the provisions of clause 3.

### 8 INSURANCE

- 8.1 The Landlord shall at all times during the term keep and maintain the Building insured under an all risks full replacement and reinstatement policy of insurance including adequate cover for:

- a plate glass (including signage and tinting or frosting of exterior windows to the Premises) and such of the Landlord's fixtures, fittings and chattels as thought appropriate by the Landlord; and
  - b public risk cover.
- 8.2 Insurance effected by the Landlord under clause 8.1 shall be effected in the names of both the Landlord and the Tenant as co-insured parties.
- 8.3 The Landlord shall provide to the Tenant once annually at the request of the Tenant a certificate addressed to the Tenant by the Landlord's insurer confirming that current insurance cover is held in accordance with clauses 8.1 and 8.2.

## MAINTENANCE AND CARE OF THE BUILDING AND THE PREMISES

### 9 LANDLORD'S MAINTENANCE AND CARE OF THE BUILDING AND THE PREMISES

- 9.1 a **Maintenance of Roof and Exterior:** The Landlord shall at its own cost keep and maintain the roof and exterior of the Building including exterior doors and windows in good and substantial repair, order and condition and in a watertight condition throughout the term and shall when reasonably necessary repaint or otherwise redecorate the exterior of the Building including the roof as may be appropriate.
- b If any goods, merchandise or property of any kind which may be in the Premises during the term shall be damaged or destroyed by water or otherwise, or through inflow or leakage of water then the Landlord shall be liable in respect thereof unless the Tenant was aware of any defect in the roof or exterior of the Building liable to cause such damage and did not give previous notice in writing (where practicable) to the Landlord of such defect. The Landlord shall be under no obligation to accept any liability hereunder where want of repair or damage caused to the Premises has been caused by or results from any act or default or negligence of the Tenant or any persons under the control of the Tenant.
- 9.2 **Structural Maintenance Repair and Replacement:** The Landlord shall be responsible for all structural maintenance, structural repair and structural replacement required in respect of the Premises or the Building other than such work required by reason of:
- a any change of use or alteration to the Premises initiated by the Tenant for its own convenience; or
  - b the number or sex of persons employed on the Premises by the Tenant.
- 9.3 **Miscellaneous Obligations:**
- a The Landlord shall at its own cost promptly provide, repair, replace and maintain and (where applicable) keep working during Normal Hours of Business all plant, machinery and fixtures and fittings of the Landlord including but not limited to any of the following items owned by the Landlord: security systems, lifts, automatic doors, fire protection plant, gas, electricity, water, drainage and plumbing systems (together with all equipment incidental or ancillary to any of the same) and all Landlord's carpet or floor coverings now or at any time serving or installed in the Premises or the Building.

- b The Landlord will, also to the Tenant's reasonable satisfaction, enter into and keep current at the Landlord's expense such comprehensive maintenance service repair and replacement contracts (called 'the contracts') as are required to comply with the provisions of clause 9 or otherwise assure to the Tenant the performance of such work. The Landlord shall submit any such contracts or arrangements to the Tenant for its approval. Such approval shall be promptly given and shall not be unreasonably or arbitrarily withheld by the Tenant. The Landlord shall make available to the Tenant within 5 Working Days of receiving the same copies of the contracts when signed and all reports relating to the testing and repair of lifts, fire protection and other equipment which affects the Tenant's employee's health, safety and enjoyment of the Premises.

9.4 The Landlord shall also at its own expense in all things:

- a remove graffiti on the Building or the Premises within a reasonable time of receiving notification of the same from the Tenant;
- b cause the exterior windows of the Building to be cleaned not less than once every three calendar months;
- c clean the exterior of the Building including its gutters, downpipes, exterior canopies and other like services and amenities as and when reasonably necessary;
- d keep the Land, carpark, paved areas, fences and gardens clean, tidy and in good tidy order, repair and condition and free of rubbish;
- e cause the Common Areas (if any) to be cleaned and maintained as and when reasonably necessary; and
- f comply with all legislation relating to the Building or the Premises including any notice or requisition issued under the Resource Management Act 1991, the Building Act 2004 or any regulation or code made under either of those Acts or like legislation except in those cases where this Lease expressly places the responsibility and costs for such work on the Tenant or where the expenditure is necessary as a result of the Tenant's alterations to the Premises or the number or sex of persons employed on the Premises by the Tenant, (excluding always any off Premises work necessitated by the provisions of section 112 of the Building Act 2004 which shall be the responsibility of the Landlord notwithstanding the need for such works may arise).

9.5 The Landlord shall pay the costs of obtaining and maintaining a compliance schedule and annual building warrant of fitness pursuant to the Building Act 2004.

9.6 The Landlord shall be responsible for all maintenance, repair or replacement necessary in respect of the Building including its services and the Premises which is not the specific liability of the Tenant in terms of clause 10.

## 10 TENANT'S MAINTENANCE AND CARE OF PREMISES

10.1 The Tenant shall subject to any maintenance covenants by the Landlord in a proper and workmanlike manner and to the reasonable requirements of the Landlord:

- a **Maintain the Premises:** Keep and maintain the interior of the Premises in the same good tenable repair and condition as they were in at the commencement date of this

Lease and at the end or sooner determination of the term yield up the same in like clean order, repair and condition.

The obligations of the Tenant stated in this sub-paragraph do not include responsibility for:

- i fair wear and tear;
  - ii inherent defects or faulty design or construction in respect of the Building (including its services) and the Premises;
  - iii faulty workmanship or repair which is not the responsibility of the Tenant; or
  - iv damage by fire, earthquake, flood, storm, act of God or inevitable accident.
- b **Repair minor breakages:** Repair all interior glass breakages and breakage or damage to all interior doors, interior windows, light fittings and power points of the Premises.
  - c **Painting:** Paint and decorate those parts of the interior of the Premises which have previously been painted and decorated as and when deemed necessary in the opinion of the Tenant.
  - d **Floor coverings:** Keep all carpet and other floor coverings in the Premises in a clean and tidy condition, fair wear and tear excepted.
  - e **Make good defects:** Repair damage to the Premises caused by unusual, abnormal, improper or careless use of the Premises by the Tenant or those for whom the Tenant is responsible.
  - f **Rubbish Removal:** Keep the Premises free of garbage and rubbish at all times and store the same in containers designed for that purpose prior to removal at such periods as may be reasonably necessary.
  - g **Cleaning:** Keep the Premises, including toilets included in the Premises, in a clean and tidy condition.
- 10.2 **Electrical plumbing and drainage systems:** Nothing in clause 10.1(a) shall obligate the Tenant to maintain, repair or replace the whole or any part of the Landlord's electrical, plumbing, drainage or other systems serving the Premises or the Building unless the provisions of clause 10.1(b) or (c) apply.
- 10.3 Where the Tenant is obligated to make good damage to the property of the Landlord then the Landlord shall reimburse the Tenant for the cost of making good the damage to the extent of any insurance monies receivable by the Landlord in respect of such damage provided always that the Tenant shall first have given all such information and evidence required from the Tenant to support a valid claim under the Landlord's insurance policy. Upon receipt of such information and evidence from the Tenant the Landlord will lodge a claim with its insurer.

## 11 NOTIFICATION OF DEFECTS

- 11.1 The Tenant shall give the Landlord prompt notice of any accident to or defect in the Premises or the Building of which the Tenant is aware of and for which the Landlord is liable and in particular in relation to any pipes or fittings used in connection with the water, electrical, gas or drainage services for the Premises or Common Areas used by the Tenant.

## 12 LANDLORD'S INSPECTION RIGHTS

- 12.1 The Landlord by its servants or agents may at all reasonable times upon the giving of 5 Working Days notice in writing (except in the case of an emergency) during business hours enter upon the Premises to view the condition thereof and may give notice in writing to the Tenant of all defects and want of repair there found and the Tenant will, within a reasonable period after such notice, repair and make good the same according to such notice so far as the Tenant is liable to under this Lease.
- 12.2 The Landlord shall at all times during the inspection be accompanied by the Tenant or the Tenant's servants or agents.

## 13 LANDLORD MAY REPAIR

- 13.1 If default shall be made by the Tenant in the due and punctual compliance with any notice given by the Landlord pursuant to clause 12.1 the Landlord without prejudice to its other rights and remedies herein expressed or implied shall at its option upon giving 5 Working Days notice in writing to the Tenant (except in the case of an emergency) be entitled by its agents, servants and workmen with all necessary equipment and material at all reasonable times to enter upon the Premises to execute such works as may be specified in such notice.
- 13.2 All moneys expended by the Landlord by reason of the default of the Tenant hereunder shall be payable by the Tenant to the Landlord upon demand together with interest thereon at the rate provided in Item 8 of the First Schedule from the date of demand by the Landlord until payment thereof by the Tenant.

## 14 TENANT MAY REPAIR

- 14.1 If the Landlord for a period of not less than one month from the date of receipt of any notice given under clause 11.1, defaults in the due and punctual repair, maintenance or replacement of any part of the Building (including its services) or the Premises, or in the event that any repairs, maintenance or replacement for which the Landlord is responsible need to be undertaken as a matter of urgency, (whether subject to a service contract or not), then without prejudice to the Tenant's other rights and remedies expressed or implied the Tenant may, at its discretion in all things and upon the giving of 5 Working Days notice in writing to the Landlord by the Tenant's employees and contractors, with all necessary equipment and material at all reasonable times, execute such works.
- 14.2 Any moneys expended by the Tenant in executing such works shall be payable by the Landlord to the Tenant upon demand together with interest thereon at the default interest rate in Item 8 of the First Schedule from the date of expenditure down to the date of payment and may be set off against the rental and other payments payable by the Tenant hereunder.
- 14.3 Any work done by the Tenant under this clause shall not release the Landlord from any liability in respect of the breach of any expressed or implied covenant, condition or agreement contained herein.
- 14.4 The Tenant in carrying out such work shall, when reasonably possible, use such contractors as may be necessary to preserve any guarantees of workmanship or materials repaired or replaced under the provisions of this clause.



## 15 LANDLORD ENTRY FOR REPAIRS

- 15.1 The Tenant shall permit the Landlord and the Landlord's employees and contractors at all reasonable times upon the giving of 48 hours written notice (except in the case of an emergency) to enter into and upon the Premises to carry out repairs to the Premises or adjacent premises or the Building and to install, inspect, repair, renew or replace any part of the Premises or its services where the same is not the responsibility of the Tenant.
- 15.2 All such repairs, inspections and work are to be carried out with the least inconvenience to the Tenant and the rental shall abate according to the nature and extent of the disturbance suffered by the Tenant.

## MISCELLANEOUS TENANT COVENANTS

### 16 PERMITTED USE

- 16.1 The Tenant shall only use the Premises or permit the Premises and any part thereof to be used for the permitted use specified in Item 9 of the First Schedule. The Premises shall not be used for any other purpose without the consent of the Landlord (such consent not to be unreasonably withheld).
- 16.2 The Landlord shall not as a pre-condition to granting any consent under this clause require the payment of any fee, fine or other consideration.
- 16.3 If any change in use (whether consent is required or not) renders any increased premium payable in respect of any policy or policies of insurance of the Building, the Tenant will pay the increased or extra premium.
- 16.4 If any change in use (whether consent is required or not) requires compliance with sections 114 and 115 of the Building Act 2004, the Landlord may require the Tenant to comply with sections 114 and 115 of the Building Act 2004 and to pay all compliance costs.

### 17 TENANT SIGNAGE

- 17.1 The Tenant may with the consent of the Landlord (not to be unreasonably or arbitrarily withheld) place any name, sign, nameplate, signboard or advertisement of any description on or to the exterior of the Building.
- 17.2 Approved signage shall be secured in a safe and substantial manner so as not to cause any damage or injury to the Building or the Premises or to any person and the Tenant shall at the end or sooner determination of the term remove signage and make good any damage or injury occasioned thereby.
- 17.3 The Landlord shall not as a precondition to the granting of any consent under clause 17.1 require the payment of any fee, fine or other consideration nor shall the grant of any consent under this clause be construed as the grant of naming rights unless expressly agreed to in writing by the Tenant.
- 17.4 The Landlord acknowledges that if it names the Building or grants to any other party the right to name the Building then the Landlord will ensure that the name given to the Building will not cause the Tenant embarrassment or offence nor will it be incompatible with the business of the Tenant.

## 18 ADDITIONS AND ALTERATIONS

- 18.1 The Tenant will not make or permit to be made any alterations or additions whatever to the Premises or any part thereof or to the Building, nor cut, alter or injure any of the walls or floors or ceiling of the Building without first producing to the Landlord plans and specifications of such alterations and obtaining the written consent of the Landlord.
- 18.2 The Landlord shall not unreasonably or arbitrarily withhold written consent to any proposed Tenant alterations or additions.
- 18.3 Any permitted alterations or additions shall be carried out by the Tenant in a good and workmanlike manner.
- 18.4 The Tenant shall be under no obligation to remove any alterations or additions made to the Premises pursuant to the foregoing provisions, or to reinstate the Premises at the expiration or sooner determination of this lease.

## 19 NO OFFENSIVE, NOXIOUS, ILLEGAL OR DANGEROUS USE

- 19.1 The Tenant shall not during the term hereby created:
- a bring in or upon or store within the Premises or permit to be brought in or upon or stored within the Premises any machinery or 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 or to any Building of which the Premises form part; or
  - b use or permit to be used the Premises for any noisome, illegal or offensive trade or business; or
  - c permit or suffer any act or thing to be done which may be or grow to be a nuisance, disturbance or annoyance to the Landlord or its other tenants or the owners or occupiers of adjoining lands.
- 19.2 The Tenant shall conduct the Tenant's business upon the Premises in a clean, quiet and orderly manner free from damage, nuisance, disturbance or annoyance to any person provided however that the proper carrying on of any permitted use set out in Item 9 of the First Schedule shall not of itself be deemed to constitute a breach of this clause.
- 19.3 The Tenant shall not bring or permit to be brought onto the Premises anything that will cause or in the reasonable opinion of the Landlord be likely to cause any structural or other damage to the floors or walls or any other part of the Building and the Tenant will not allow anything to be so placed or stacked as to cause any undue strain to the walls or floor of the building.

## 20 TENANT'S INSURANCE COVENANT

- 20.1 The Tenant shall not put the Premises to any use which:
- a shall make void or voidable any policy of insurance on the Building or Premises; or
  - b render any increased or extra premium payable for any policy of insurance on the Building or the Premises except where in circumstances in which any increased premium is payable the Tenant shall have first obtained the consent of the insurer of the Premises and the Landlord and made payment to the Landlord of the amount of any such increased or extra premium as may be payable but the carrying on by the Tenant in a

reasonable manner of the permitted use or of any use to which the Landlord has consented shall be deemed not to be a breach of this clause.

- 20.2 In any case where in breach of this clause the Tenant has rendered any insurance less effective or void and the Landlord has suffered loss or damage thereby the Tenant shall forthwith compensate the Landlord in full for such loss or damage.

## 21 DESTRUCTION OR DAMAGE TO PREMISES

- 21.1 **Total Destruction:** If at any time during the term the Building or the Premises shall be destroyed or so damaged by any cause whatsoever as to render the Premises wholly untenable or unfit for business and occupation, the said term shall cease and determine but without prejudice to the claim of either the Landlord or Tenant for rent accrued due up to the time of such cessation or determination or for damages for any antecedent breach of any covenants or conditions herein expressed or implied.

### 21.2 Partial Destruction:

- a If the damage to the Building or the Premises shall not be such as to lead to the determination of the term under clause 21.1, and the policy or policies of insurance upon the Building shall not by any act or default of the Tenant have been rendered void or voidable or the insurance moneys thereunder irrecoverable, then the Landlord (subject to the provisions of any mortgage over the Premises) shall repair and reinstate the Building and the Premises but the Landlord shall not be bound to expend on repair and reinstatement a greater sum than the insurance moneys received by the Landlord under any policies in respect of such loss or damage. Pending such repair and reinstatement a fair proportion of the annual rent and Tenant's outgoings (if any) shall abate according to the nature and extent of the damage for such period and to such an extent as may be agreed or failing agreement as is fixed by arbitration in accordance with the provisions of clause 33;
- b any repair or reinstatement may be carried out by the Landlord using such materials and form of construction as may be necessary to reinstate the Premises and the Building to at least a reasonably equivalent standard to that previously enjoyed by the Tenant; or
- c if any necessary permit or consent shall not be obtainable or the insurance moneys received by the Landlord shall be inadequate for the repair or reinstatement and the Landlord shall be unwilling to effect full reinstatement, or if the Landlord shall fail to proceed to repair and reinstate with all reasonable speed (delays beyond the control of the Landlord excepted), then the Tenant may at any time thereafter by notice in writing to the Landlord determine this Lease and upon receipt of such notice by the Landlord this Lease and the term shall cease and determine absolutely but without prejudice to the claim of either the Landlord or the Tenant for any antecedent breach of any covenants or conditions or restrictions herein expressed or implied.

- 21.3 If the Premises or the Building are damaged to such an extent that, in the reasonable opinion of the Landlord, the Tenant should vacate the Premises or any part thereof to enable the necessary repair and reinstatement of such damage, the Landlord may give the Tenant one month's written notice requiring the Tenant to vacate the Premises or that part thereof. Upon expiry of that notice the Landlord may take possession of the Premises or the part specified in the notice. The rent and outgoings shall cease to be payable as from the date the Tenant vacates the Premises or, where the Landlord requires possession of only part of the

Premises, a fair proportion of the rent and outgoings shall cease to be payable as from the date the Tenant vacates that part of the Premises. If the repairs and reinstatement have not been completed within 6 months of the date the Tenant vacates the Premises or any part of them or within 9 months of the date of damage or destruction whichever first occurs, the Tenant may at any time thereafter, but before the repairs and reinstatement are completed, terminate this lease on one month's written notice to the Landlord.

21.4 Where the Tenant is unable as a result of a natural disaster or civil emergency to gain access to the Premises, including but not limited to:

- a circumstances where access to the Premises or their use is not feasible for health and safety reasons; or
- b where the Premises are situated within a restricted access cordon; or
- c where the Premises are unable to be used pending the completion of structural engineering or other reports and appropriate certifications that the premises are fit for use; or
- d where access is prohibited or restricted by civil defence, national territorial defence, police or other emergency authorities; or
- e where access or occupation is not feasible as a result of the suspension or dislocation or unavailability of essential services such as energy, water, sewage or air conditioning; or
- f in the case of the Crown a circumstance where it is unable to carry out its statutory functions from the Premises;

no rental or outgoings shall be payable from the date of such natural disaster or civil emergency until the Premises are able to be accessed again by the Tenant and used to enable it to carry on its business on an unrestricted basis and the Tenant's obligations under the Lease shall be suspended until the Tenant is again able to fully access the Premises and carry on its business use and this provision shall apply regardless of whether or not the Premises or the Building are damaged.

## 22 RE-ENTRY

- 22.1 (f)
- a and whenever the rent hereby reserved or any part thereof shall be in arrears or unpaid for 10 Working Days after the same shall have become due and payable;
  - b the Tenant shall be in breach or default in the observance or performance of any of the agreements, covenants, conditions and restrictions on the Tenant's part herein contained;
  - c the Tenant shall become bankrupt or be wound up or go or be put into liquidation or receivership or make or enter into any composition, assignment or other arrangement with or for the benefit of the Tenant's creditors; or
  - d the Tenant suffer distress or execution to issue against the Tenant's property goods or effects under any judgment against the Tenant in any Court for a sum in excess of \$5,000;

then it shall be lawful for the Landlord to re-enter into and upon the Premises (upon giving 5 Working Days notice in writing to the Tenant), or any part of the Premises and to determine the Lease without prejudice to the rights of either party against the other.

22.2 This clause shall not apply for so long as The Sovereign in Right of New Zealand is the Tenant.

## 23 TENANT'S CHATELS ON RE-ENTRY

23.1 The Landlord shall not be answerable for any loss that may happen to any property of the Tenant in the exercise of the Landlord's power of re-entry and upon such re-entry, the Landlord shall be entitled to remove from the Premises any chattels belonging to the Tenant and place them outside the Premises without being answerable for any damage thereby caused to such chattels.

23.2 This clause shall not apply for so long as The Sovereign in Right of New Zealand is the Tenant.

## 24 TENANT'S FITOUT AT EXPIRATION OF LEASE

24.1 Notwithstanding anything to the contrary in this Lease at the expiration or earlier determination of this Lease the Tenant may at its sole option in all things:

- a leave the Tenant's Fixtures and Fittings or any part thereof on the Premises;
- b remove the whole or any part of the Tenant's Fixtures and Fittings from the Premises and make good any damage to the Premises caused by such removal and any such property of the Tenant left on the Premises pursuant to either clause 24.1(a) or this sub-clause for more than 10 Working Days after the expiration of the Lease shall be deemed to have become the property of the Landlord;
- c subject to the Tenant observing and performing the terms of clause 24.1(a) or 24.1(b), the Landlord shall have no further claim whether at law or in equity against the Tenant for any matter arising from the removal or abandonment of Tenant's Fixtures and Fittings as aforesaid; and
- d notwithstanding the foregoing provisions, the Tenant shall leave the Premises in a clean and tidy condition.

## 25 QUIET ENJOYMENT

25.1 The Tenant upon paying the rent, hereby reserved and performing and observing all the covenants and conditions on the Tenant's part expressed or implied shall quietly hold and enjoy the Premises throughout the term without any interruption from the Landlord or any person claiming under or in trust for the Landlord.

## 26 RENEWAL

26.1 If the Tenant has not been in material breach of this Lease and has given to the Landlord written notice to renew the Lease at least 3 calendar months before the end of the term the Tenant may renew the Lease for the next further term from the Renewal Date as follows:

- a the annual rent to apply from the Renewal Date shall be as agreed upon by the parties within a period of 30 Working Days from the date of the Tenant's notice to renew the lease ("the initial negotiating period"). Failing agreement within the initial negotiating

period, each party shall appoint a Registered Valuer to act on its behalf and the annual rent shall be determined in accordance with clauses 2.2 and 2.3, as if the Registered Valuers were the Certifying Valuers referred to in clause 2.2(a) and as if the 'negotiation period' referred to in clause 2.2(a) was a period of 40 Working Days from the expiration of the initial negotiating period, and as if the Renewal Date was a Review Date for the purposes of those clauses;

- b such annual rent shall be subject to review to the then current market rent during the Further Term on the Review Dates specified in Item 7(d) of the First Schedule;
- c the renewed Lease shall otherwise be upon and subject to the covenants and agreements herein expressed or implied except that the term of this Lease plus all further terms shall expire on or before the final expiry date specified in Item 6(e) of the First Schedule;
- d pending the determination of the renewal rent, the Tenant shall pay the rent specified in clause 2.1(f). Upon determination of the current market rent, an appropriate adjustment shall be made within 15 Working Days; and
- e for the avoidance of any doubt, no minimum rent provision or other letter shall apply to alter the rent to apply during a Further Term to a rent other than the current market rent of the Premises as at the relevant Renewal Date.

## **27 ASSIGNMENT OR SUB-LETTING**

27.1 The Tenant will not during the continuance of this Lease assign, transfer or sub-let or part with the possession of the Premises or any part or parts thereof or by any act or deed procure the Premises or any part or parts thereof to be assigned, transferred or sub-let or put into the possession of any person or persons, corporation or corporations without the consent in writing of the Landlord first had and obtained provided that the Landlord will not unreasonably withhold its consent to a transfer or assignment sub-lease or parting with possession to a solvent transferee, assignee, sub-tenant or possessor but before giving such consent and as a condition precedent to the giving of such consent, the Landlord shall be entitled to the performance by the Tenant of the following conditions, namely:

- a the Tenant shall submit to the Landlord the name, address and occupation of any proposed transferee, assignee, sub-tenant or possessor together with such information and evidence as the Landlord may reasonably require in order to ascertain whether such person has the financial resources to meet the Tenant's commitments under the Lease;
- b if the proposed transferee, assignee, sub-tenant or possessor is accepted by the Landlord then the Tenant shall pay the Landlord's solicitors reasonable costs of and incidental to such consent and to the completion of any deed of covenant and/or guarantee as hereinafter provided for in this clause;
- c the Tenant shall (in the case of a proposed assignment or transfer only), procure the execution by such transferee or assignee of a deed of covenant by such transferee or assignee with the Landlord that the transferee or assignee will at all times during the said term duly pay the rent hereby reserved at the times and in the manner herein mentioned and shall observe and perform the covenants, conditions and agreements herein contained or implied on the part of the Tenant to be observed and performed but without thereby releasing the Tenant from its obligations to pay the rent reserved and to observe

and perform the other covenants and conditions on its part herein contained or implied and in particular without thereby releasing the Tenant from liability in respect of any increased rental becoming payable pursuant to the provisions of this Lease at any time during the said term;

- d the Tenant shall have paid all rent and other moneys for the time being due or payable by the Tenant hereunder and performed all other obligations of the Tenant up to the date of such transfer, assignment, sub-lease or parting with possession.

- 27.2 That the Landlord will not demand payment of any fine or sum of money in the nature of a fine in relation to such consent.
- 27.3 That in the case of a Tenant being a private company, a sale or transfer of any of the shares or beneficial ownership of the same in the capital of such company other than amongst any existing shareholders thereof whereby management or control of the Company changes shall be deemed to be an assignment of this Lease.
- 27.4 The Tenant shall pay the Landlord's proper and reasonable costs and disbursements in respect of any covenant and any reasonable enquiry made by or on behalf of the Landlord concerning any proposed assignee, sub-tenant or guarantor.
- 27.5 Notwithstanding anything to the contrary, immediately upon any assignment the liability of The Sovereign in Right of New Zealand hereunder shall cease.

## GENERAL

### 28 HOLDING OVER

- 28.1 In the event of the Tenant remaining in lawful possession of the Premises and the Landlord accepting rent therefor after the expiration or sooner determination of the term of this Lease, then the Tenant shall hold over upon the terms and conditions of this Lease applicable to a monthly tenancy which may be determined by either party giving to the other one month's notice in writing to expire at any time.

### 29 ACCESS FOR RELETTING

- 29.1 During the period of two months prior to the expiration of the lease by effluxion of time the Tenant shall permit the Landlord at reasonable times to enter upon and view the Premises with intending tenants and others for the purposes of further leasing the Premises provided that not less than 48 hours notice of such entry has been given to and agreed with the Tenant.

### 30 LANDLORD'S CONSENT

- 30.1 Where the Landlord's consent or approval is required pursuant to any provisions of this Lease, such consent or approval shall be promptly given and shall not be unreasonably or arbitrarily withheld.
- 30.2 Such consent or approval shall be required for each separate occasion, notwithstanding any prior consent or approval obtained for the same purpose on a prior occasion.

### 31 UNIT TITLE COVENANTS

### 31.1 Body Corporate

- a The expression 'body corporate' means the Body Corporate or any body corporate incorporated under the Unit Titles Act 1972 or the Unit Titles Act 2010 ( whichever Act is applicable to the circumstances at any relevant time and being referred to in this clause 31.1 as 'the Act') in respect of the Building and/or the Land

### 31.2 Lease Paramount

- a This Lease in respect of any part of the Premises to which the rules of any body corporate relate shall be subject to the provisions of the rules of the body corporate and the provisions of the Act provided that in the event of any conflict between the rules of the body corporate and the Act and the provisions of this Lease then as between the Landlord and the Tenant the provisions of this Lease shall prevail. Nothing in this clause shall have the effect of altering or varying the Landlord's obligations under this Lease, or increasing the Tenant's obligations under this Lease including but not limited to the payment of rent or outgoings.

### 31.3 Insurance

- a The Landlord's obligation to insure the Premises shall be satisfied to the extent the body corporate maintains the same insurance covers as the Landlord is required to take out under this Lease, but only to that extent and the provisions of sections 268 to 270 of the Property Law Act 2007 shall apply as if the Landlord was fully insured.

### 31.4 Indemnity

- a The Landlord indemnifies the Tenant for any damages or losses or prejudice caused to the Tenant by the failure by the Landlord to comply with its obligations under clause 31.5 or arising from the actions of the body corporate including the failure by the body corporate to enforce the body corporate rules or to comply with its duties under the Act (including without limitation its maintenance and repair obligations under section 138 of the Unit Titles Act 2010), and indemnification against any losses or damages or additional sums payable by the Tenant in respect of any changes to the body corporate rules which would adversely affect the Tenant's rights under this Lease or prevent or curtail the carrying on of the Business Use by the Tenant but only to the extent that the Tenant is not fully indemnified under any insurance policy.
- b If there is any conduct by the body corporate that would, if it was conduct by the Landlord, constitute a breach of the covenant for quiet enjoyment and/or a derogation from the grant of this Lease, or a breach by the Landlord of its obligations under this Lease, then as between the Landlord and the Tenant, that conduct shall be deemed to be conduct of the Landlord, and the Tenant shall have its rights and remedies accordingly (in addition and without prejudice to the Tenant's rights and remedies against the body corporate).

### 31.5 The Landlord shall:

- a observe and perform all of the Landlord's obligations as a member of the body corporate and the Landlord shall as a member of the body corporate take all necessary actions to ensure that the body corporate and unit proprietors and those under their control comply with the body corporate rules and the provisions of the Act;



- b if requested obtain for and provide to the Tenant a copy of the long term maintenance plan if the body corporate is required to establish one under section 116 of the Unit Titles Act 2010;
- c provide to the Tenant on request a copy of all records and documents to which the body corporate is required to make available to a unit owner under section 206 of the Unit Titles Act 2010;
- d not without the prior written consent of the Tenant vote in favour of or abstain from voting in respect of any resolution which would adversely impact on the Tenant's rights under this Lease;
- e give the Tenant copies of all notices served on the Landlord pursuant to section 213 of the Unit Titles Act 2010 forthwith on receipt by or service of the same on the Landlord or its property manager; and
- f if any designated resolution or other resolution passed at a meeting of the body corporate would adversely impact on the Tenant's rights under this Lease or prevent repairs and maintenance being carried out as provided in section 138 of the Unit Titles Act 2010 the Landlord shall, if requested by the Tenant in the case of a designated resolution exercise and pursue its rights of objection under section 213(3) of the Act to protect the Tenant's rights under this Lease (unless the Tenant is able to do so in its own right) or in the case of any other resolution exercise its rights under section 210 or 211 of the Act as applicable to protect the Tenant's rights under this Lease.

#### 31.6 Consents

- a Where in this Lease the consent of the Landlord is required in respect of any matter then the like consent of all relevant body corporates shall also be required if the consent of such body corporates to any such matter would be necessary under its rules or the Act. During the term and any renewal term the Landlord, in its capacity as a member of the body corporate, shall use its best endeavours to obtain the consent of the body corporate required to consent to any matter in respect of which the Landlord has consented, where the consent of that body corporate is also required. The Landlord shall, prior to the Commencement Date, obtain any consents required from all the relevant body corporates in respect of the entry by the Landlord and the Tenant into this Lease and such consents shall be obtained so as to endure for the term of the Lease and any renewals thereof.

#### 31.7 Subsequent Unit Titling

- a In the event that the Building (whether before or after the date of this Lease) is unit titled pursuant to the provisions of the Unit Titles Act 1972 or the Unit Titles Act 2010 (whichever applies) or otherwise restructured pursuant to any similar legislation the Landlord shall indemnify the Tenant against any additional rental, operating expenses, costs or expenses which the Tenant may incur as a result of such unit titling or restructuring. The Tenant shall be entitled to deduct from and set off such any additional expenditure, costs and expenses of the Tenant against the rental.

#### 31.8 Tenant Not Liable for Body Corporate Levies

- a The Tenant shall not be liable for any body corporate levies, contributions or other amounts payable by the Landlord to the body corporate.

**32 AIR-CONDITIONING REFRIGERANT**

32.1 Should any air-conditioning system installed on the Premises by the Landlord use HCFC as its refrigerant and should either HCFC become impossible to procure or its use become illegal, then the Landlord will promptly, at the Landlord's cost, modify the air-conditioning system to use refrigerants other than HCFC. The parties acknowledge that as at the Commencement Date there is no air-conditioning system installed by the Landlord on the Premises.

**33 ASBESTOS**

33.1 The Landlord warrants as a condition of this lease that the Premises have no asbestos content in any component part or, alternatively, that should the Premises have any asbestos content, then the Landlord will, at the Landlord's expense in all things, remove and replace asbestos components within 20 Working Days of being requested to do so in writing by the Tenant or by such later date as may be agreed between the parties (time being of the essence in all things).

33.2 The Landlord, in carrying out any work under the provisions of this clause, shall where the Tenant elects to relocate during the execution of the work:

- a pay for the temporary relocation of the Tenant to temporary premises selected by the Tenant plus all costs associated with the shift to and from such premises; and
- b any other Tenant costs or expenses reasonably incidental to the foregoing;

and the Tenant shall continue to pay the rent reserved under this Lease.

33.3 The Landlord acknowledges that the Tenant shall not be obliged to reoccupy the Premises until they are certified by an asbestos testing laboratory to be completely free of all asbestos products and to have an asbestos free air content.

**34 DISPUTES AND ARBITRATION**

34.1 Unless any dispute or difference is resolved by mediation or other agreement, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with the Arbitration Act 1996 and any amendment thereof or any other statutory provision then relating to arbitration.

34.2 If the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon request of any party, by the President or Vice President for the time being of the branch of the New Zealand Law Society in the district within which the Premises are situated. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal.

The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject hereto and varied accordingly.

34.3 The procedures prescribed in this clause shall not prevent the Landlord from taking proceedings for the recovery of any rent or other monies payable hereunder which remain unpaid or from exercising the rights and remedies in the event of such default prescribed in clause 22 hereof.

34.4 The parties will co-operate to ensure the expeditious conduct of any arbitration, and will comply with all such time limits as may be reasonably sought by the other with respect to the

settling of terms of reference, interlocutory matters and, generally, all steps preliminary and incidental to the hearing and determination of the arbitration.

34.5 Nothing in this clause shall apply to the determination of a reviewed rental unless one party has given written notice pursuant to clause 2.2(c)(i) of the other requiring rent to be determined by arbitration.

## 35 NOTICES

35.1 All notices relevant to this lease must be served in writing.

35.2 All notices must be served by one of the following means:

- a on the party as provided in sections 352–361 of the Property Law Act 2007; or
- b on the party by personal delivery or by posting by ordinary mail or by fax transmission.

35.3 In respect of the means of service specified in clause 35.2, a notice is deemed to have been served:

- a in the case of personal delivery, when received by the party;
- b in the case of posting by ordinary mail:
  - i if sent within New Zealand to another New Zealand address, the second Working Day;
  - ii if sent from one address to an overseas address, the tenth Working Dayof posting to the address for service notified in writing by the party;
- c in the case of fax transmission, when sent to the fax number notified in writing by the party and a confirmation is printed indicating that transmission occurred.

35.4 Notice served by a party after 5 pm on a Working Day or on a day which is not a Working Day shall be deemed to have been served by that party at 9 am on the next succeeding Working Day.

35.5 When 2 or more notices are deemed to have been served at the same time they shall take effect in the order in which they would have been served but for this clause.

35.6 Any period of notice required to be given under this lease shall be computed by excluding the day of service.

35.7 Any notice required by this lease shall be given or sent to the addresses specified in Item 11 of the First Schedule or such other addresses as are notified to the other party from time to time.

## 36 DEFINITIONS

36.1 In this lease unless a contrary intention appears:

- a 'the **Building**' means the building described in Item 2 of the First Schedule together with any extension or alteration subsequently made to the Building;
- b 'the **Common Areas**' or 'the **Common Areas of the Building**' mean those parts of the Building including all extensions, variations and amendments thereto now or hereafter

designated by the Landlord for common use and enjoyment in relation to the Building and (without limiting the generality of the foregoing) includes forecourts, entrances, lobbies, vestibules, passages, stairways, landings, galleries, ramps, loading docks, toilets, tea-rooms (where not otherwise demised), plazas, escalators and lifts (or the like), and grounds and appurtenances of and in relation to the Building which are not the subject of this or any other lease in the Building.

- c 'the Land' means the land in the Certificate(s) of Title described in Item 1 of the First Schedule and shall include any additional land which the Landlord develops by way of erecting further improvements or extensions as part of the Building and which is managed and operated as an integrated complex in conjunction with the improvements from time to time existing on the Land.
- d 'the Landlord's Fixtures and Fittings' means those items described in Item 4 of the First Schedule situated in the Premises and owned and maintained by the Landlord as at the commencement of this Lease or any time thereafter.
- e 'Normal Hours of Business' means between the hours of 9:00 am and 5:00 pm on any Working Day.
- f 'Office Accommodation' means commercial offices for the provision of professional or Government services and for avoidance of doubt excludes the use of premises for retail, wholesale, financial, insurance, or manufacturing purposes.
- g 'the Permitted Use' shall mean the Permitted Use of the Premises as set out in Item 9 of the First Schedule.
- h 'the Premises' means the premises described in Item 3 of the First Schedule and shall be deemed to include such floor coverings, curtains, blinds, ceilings, light fittings, air conditioning and other equipment provided by the Landlord from time to time to service the Premises, together also with the Landlord's Fixtures and Fittings.
- i 'the Review Date' means those dates for the review of the annual rental payable by the Tenant as set out in Item 7(d) of the First Schedule.
- j 'the Renewal Date' means those dates for the renewal of this Lease as set out in Item 8(d) of the First Schedule.
- k 'Registered Valuer' means a person who is a full, registered member of the NZ Property Institute (or any successor organisation) and who is competent to practise as a valuer of the kind of premises demised by the Lease and currently practising in the market at the time of appointment.
- l 'the Tenant's Fixtures and Fittings' means those items set out in Item 12 of the First Schedule situated in the Premises and owned by the Tenant as at the commencement of this Lease or at any time thereafter, and any partitions, fixtures or fittings installed by the Tenant in the Premises subsequent to the commencement of this Lease.
- m 'the Territorial Authority' means each and every local body, Government or other authority having jurisdiction or authority over or in respect of the Land and/or the Building (including the Premises) or the use or occupation thereof.
- n 'Working Day' means any day of the week other than:

- i Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and the provincial anniversary day celebrated in the locality of the Premises; and
- ii A day in the period starting on 24 December in any year and ending on 5 January in the following year, both days included.

A Working Day shall be deemed to start at 9:00 am and finish at 5:00 pm.

RELEASED UNDER THE  
OFFICIAL INFORMATION ACT

# THIRD SCHEDULE: Floor Plan



**catalyst**  
Consulting Group

25-27 The Arcade, Dunedin  
PO Box 371, Dunedin 91  
Ph: 03 480 1324  
Fax: 03 480 1324  
www.catalystgroup.co.nz

1. ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE SPECIFIED.

2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.

3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.

4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.

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DATE: 10/10/11  
DRAWN: [Signature]  
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SCALE: 1:100

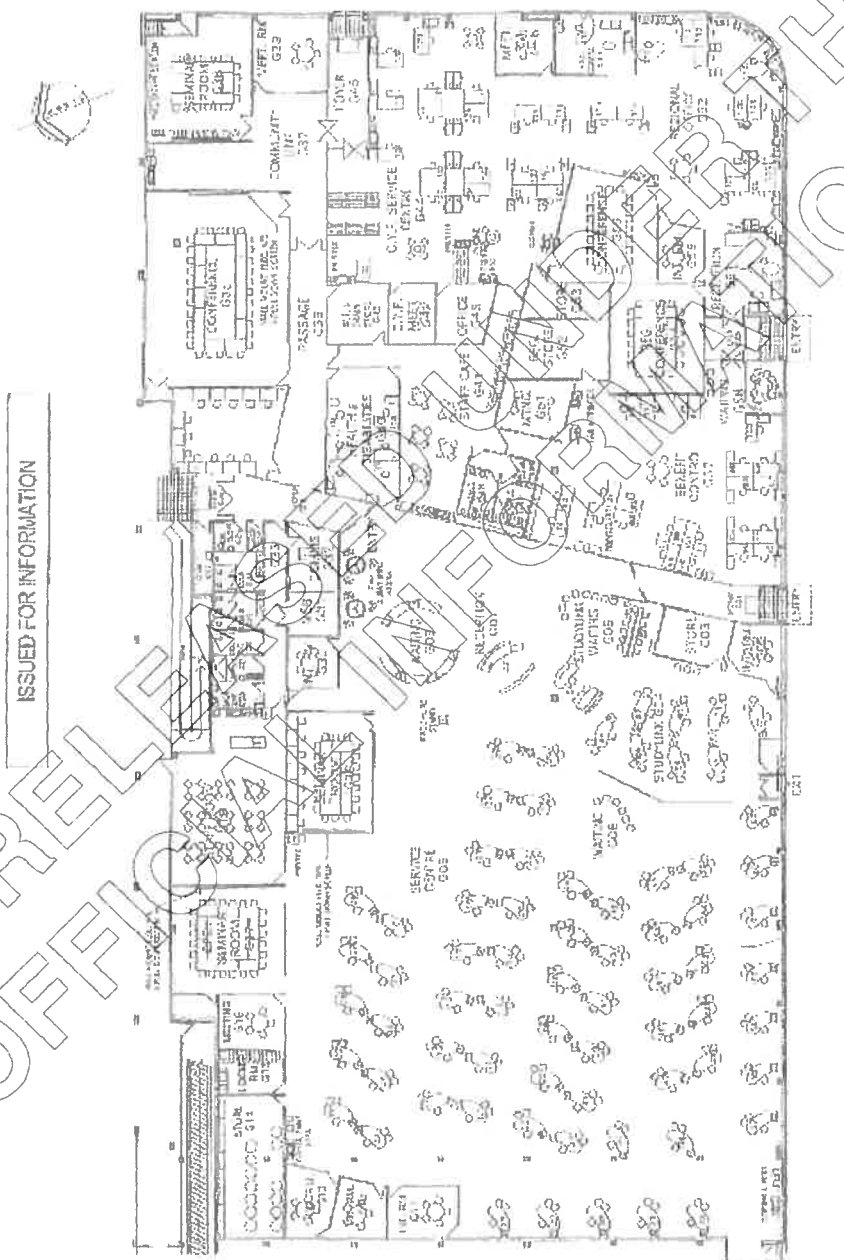
PROJECT: S., CL, CVF & WT REG  
DUNEDIN

ADDRESS: GROUND FLOOR  
DUNEDIN

CLIENT: GROUND FLOOR  
CAR ST ANDREWS &  
CASSELL STREETS  
DUNEDIN

DATE: 10/10/11  
DRAWN: [Signature]  
CHECKED: [Signature]  
SCALE: 1:100

PROJECT NO: AS-11  
SHEET NO: 1

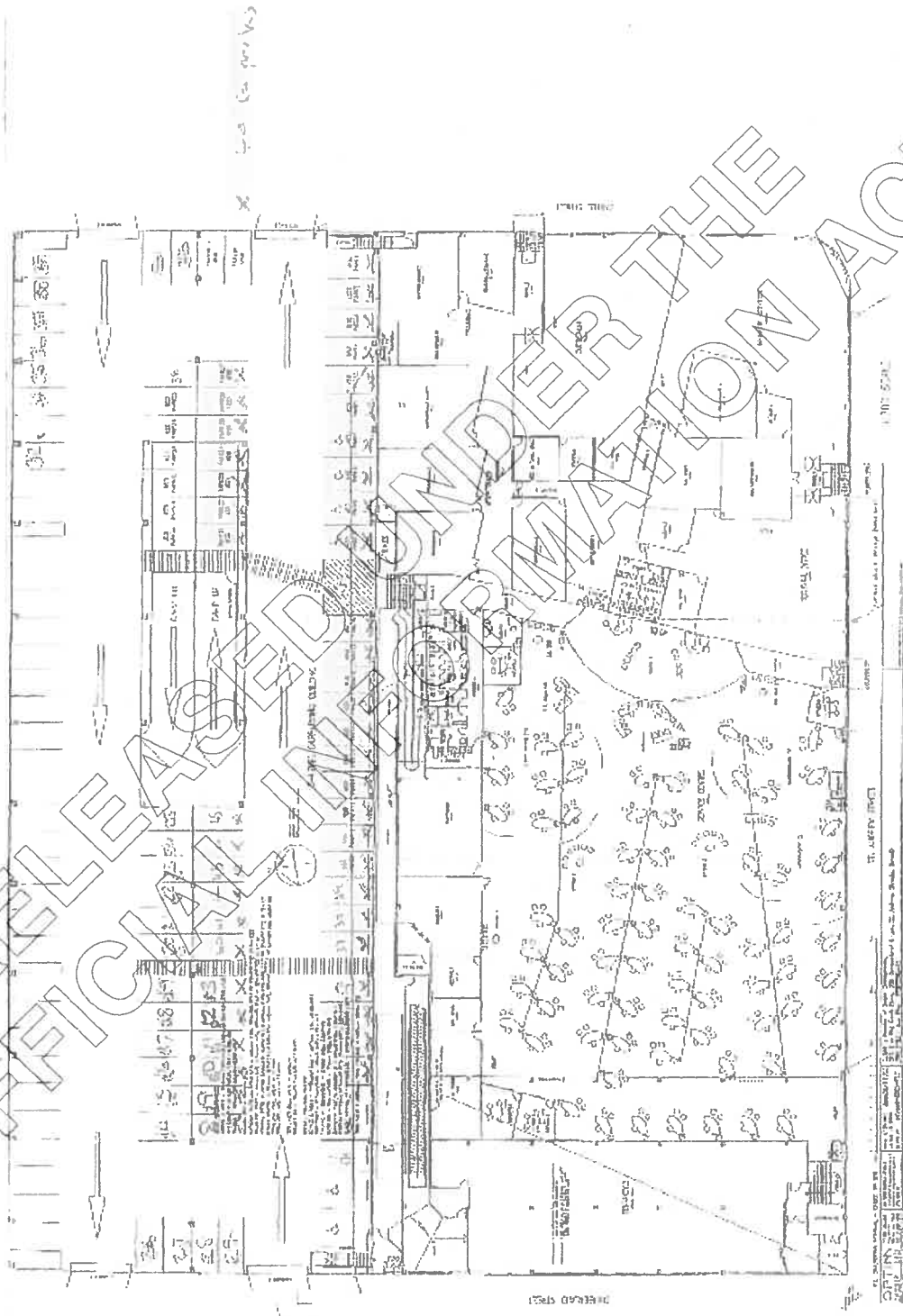


ISSUED FOR INFORMATION

OFFICIAL INFORMATION ACT

GROUND FLOOR - AS BUILT FLOOR PLAN  
SCALE: 1:100

**FOURTH SCHEDULE: Carparks Plan**



## FIFTH SCHEDULE: Special Provisions

### 1 Rent review

1.1 Notwithstanding the provisions of clause 2 of the Second Schedule, the annual rent payable from the first Review Date of 1 April 2016 shall not be more than \$681,695.85 plus GST for the Premises and \$52,624.00 plus GST for the Carparks (being 110% of the commencement rent in Item 7(a)).

1.2 The annual rent payable from the second Review Date and from each Renewal Date shall be the current market rent of the Premises and the Carparks as at the relevant date.

### 2 Legal costs

2.1 Notwithstanding clause 6 of the Second Schedule the Landlord shall pay the Tenant's solicitor's costs of and incidental to the preparation, negotiation and completion of this lease.

### 3 Right of first refusal to lease Aoraki Polytechnic premises

3.1 The Landlord grants the Tenant first pre-emptive and irrevocable right(s) of first refusal to lease the whole or any part of the premises in the Building currently occupied by Aoraki Polytechnic (being an area of 1135.5 sqm as shown on the plan attached to this Fifth Schedule) and which becomes available for lease during the Lease term (including any further terms) (**Additional Space**) upon the following terms and conditions:

- a **Landlord's Notice:** The Landlord will by notice in writing offer to lease to the Tenant the Additional Space (**Landlord's Notice**). The Landlord's Notice will set out:
- i the date of availability of the Additional Space (**Availability Date**); and
  - ii the lettable area of the Additional Space as determined in accordance with the PCNZ/RNZ Guide for the Measurement of Rentable Areas; and
  - iii the state of repair and condition in which the Additional Space will be made available to the Tenant on the Availability Date, including details of available building services, and details of Landlord's fixtures and fittings; and
  - iv the gross annual rent proposed by the Landlord being the Landlord's assessment of the market rent for the Premises as at the Availability Date.
- b **Tenant's Response:** The Tenant shall have a period of 30 Working Days from the date of receipt of the Landlord's Notice to accept, by notice in writing to the Landlord, the offer to lease the Additional Space on the terms set out in the Landlord's Notice, provided that the Tenant may notify the Landlord in its Notice of Acceptance that it disputes that the gross annual rent proposed in the Landlord's Notice is the market rent of the Available Space as at the Availability Date. If the Tenant notifies the Landlord to that effect, the parties will endeavour to reach agreement on the market rent of the Available Space as at the Availability Date but in the event that agreement is not reached within a further period of 10 Working Days from receipt by the Landlord of the Notice of Acceptance, the market rent of the Available Space as at the Availability Date shall be determined pursuant to clauses 2.2 and 2.3 of this Lease as if the Availability Date was a Review Date and as if the negotiation period referred to in clause 2.3 was the said period of 10 Working Days.



- c The Tenant shall be entitled to possession of the Available Space (and shall be liable to pay rent as from that date) irrespective of whether or not the rent payable for the Available Space has been agreed or determined on or before the Availability Date. Pending determination of the annual rent payable for the Available Space, the Tenant from the Availability Date shall pay an interim rent equal to the average of the annual rent set out in the Landlord's Notice and the Tenant's assessment of the market rent of the premises as at the Availability Date.

3.2 Where the Tenant gives a notice of its acceptance of the lease of the Additional Space within the period of 30 Working Days referred to in clause 3.1b, a binding agreement to lease the Additional Space shall exist, commencing on the Availability Date, at the rental proposed by the Landlord or as otherwise determined pursuant to clause 3.1 of this Fifth Schedule. The lease of the Additional Space shall otherwise be on the same terms and conditions as this Lease provided that:

- a references in this Lease to the Commencement Date shall, in respect of the Additional Space, be to the Availability Date, and the term of the lease in respect of the Additional Space shall be the remainder of the unexpired then-current term of this Lease;
- b the rental payable by the Tenant for the Additional Space shall be subject to review on each of the Rent Review Dates specified in Item 7(d) of the First Schedule; and
- c the parties will promptly enter into and execute a new lease for the Additional Space which will be on the same terms and conditions as this Lease (including rights of renewal for the same remaining further terms specified in the First Schedule) but amended as necessary to incorporate the provisions of this clause 3. The new lease shall be prepared by the solicitor for the Tenant. Each party shall meet payment of its own legal costs of and incidental to the preparation and completion of the new lease.

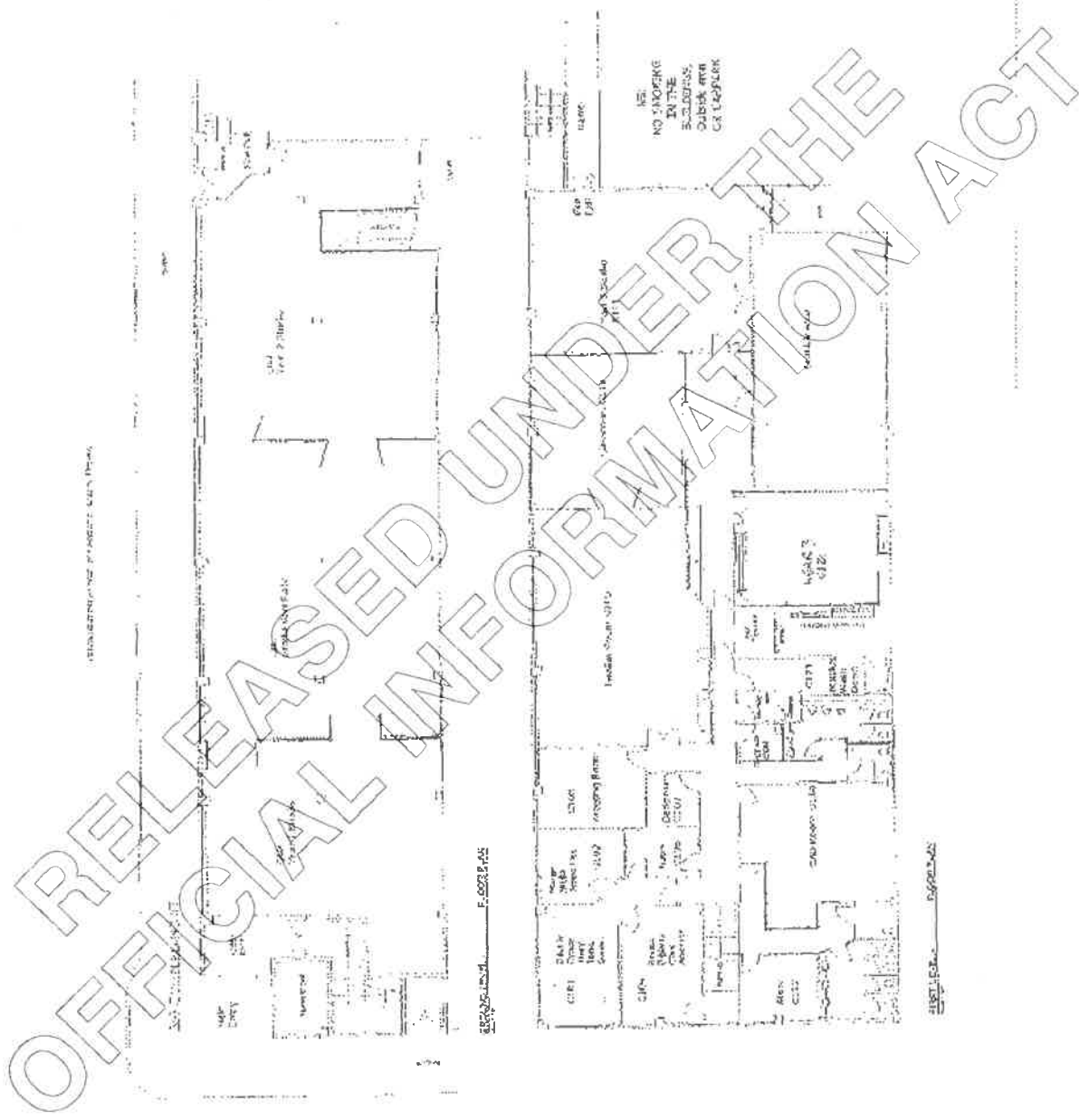
3.3 If:

- a the Tenant does not respond to the Landlord's Notice within the period specified in clause 3.2, or
  - b the Tenant's Notice states that the Tenant does not wish to lease the Additional Space;
- then the Landlord may lease the Additional Space to any other party on terms and conditions no more favourable to that party than those terms and conditions which are offered to the Tenant hereunder. If the Landlord wishes to offer more favourable terms and conditions than the Landlord shall re-offer the Additional Space to the Tenant under clause 3.1, but on those same more favourable terms and the Tenant shall have 10 Working Days in which to respond to the Landlord's Notice.

3.4 Time shall be of the essence in respect of all time periods specified in this clause 3.

#### 4 Seismic rating of building

4.1 The Landlord has obtained an IEP earthquake assessment in respect of the Building. As soon as reasonably practicable after execution of this lease by both parties, the Landlord will commission more detailed engineering advice to determine the seismic rating of the Building (which will include a review of the Building plans). It is agreed that a full copy of this advice will be made available by the Landlord to the Tenant. The parties will then consult in good faith regarding the content of that advice.





**Hazard Register – Scheduler Task**

- The Hazard Register is to be reviewed every **3 months** in conjunction with the Three Monthly Check-list - (as per H&S Scheduler Nov, Feb, May, Aug)
- To be reviewed following any **Incident or Accident** to ensure that existing hazards are adequately controlled **and** any new hazards are included in the Hazard Register.
- The Hazard Register to be assessed at the **Health & Safety Committee Meeting** (held quarterly held Mar, Jun, Sept, Dec)

**Site Name:** Southern Regional Office - Space Delivery  
**Address:** Chris Andrews + Coles DJV

Hazards	Significant hazard? Y/N	Hazard Controls (Can you Eliminate or Isolate or Minimise & Monitor?)	Hazard Management (How are you going to manage this hazard i.e. Controls in place)	Monitoring	Date / sign (Manager to update each 3-monthly check and present Hazard Register at H&S Quarterly Meeting)
Biological hazards		I M ✓ ✓	<ul style="list-style-type: none"> <li>• Cleaning Products all stored in locked storage cupboard</li> <li>• Bacteria/viruses - gloves, tissues, hand sanitizer supplied</li> </ul>	Reported events	Nov 10/11/11 Feb May Aug Nov 10/11/11 Feb May Aug Nov 10/11/11 Feb May Aug Nov 10/11/11 Feb May Aug
Computer use (Pain and discomfort)	Yes	M ✓	<ul style="list-style-type: none"> <li>• Workstation assessments completed by OSH nurse and recommendations followed up and recorded on a separate staff medical file.</li> <li>• Pain and discomfort issues recorded in SOSHIZ system and followed up by Manager</li> <li>• Ergonomic equipment used as needed</li> </ul>	SOSHIZ	Nov 10/11/11 Feb May Aug Nov 10/11/11 Feb May Aug Nov 10/11/11 Feb May Aug
Driving	Yes	M ✓	<ul style="list-style-type: none"> <li>• Vehicle Drivers Policy in place and signed by all staff using Ministry vehicles</li> <li>• <a href="http://google.ssi.govt.nz/working-here/keeping-healthy-and-safe/keeping-myself-safe/safety-out-of-the-office/traveling-for-work.html">http://google.ssi.govt.nz/working-here/keeping-healthy-and-safe/keeping-myself-safe/safety-out-of-the-office/traveling-for-work.html</a></li> </ul>	Vehicle and Licence checks	Nov 10/11/11 Feb May Aug Nov 10/11/11 Feb May Aug Nov 10/11/11 Feb May Aug
Manual Handling	Yes	M ✓	<ul style="list-style-type: none"> <li>• Manual handling training</li> <li>• Delivery persons asked to place goods where they are to go so no extra handling</li> </ul>	Training Matrix	Aug 10/11/11 Nov 10/11/11 Feb May Aug

Generic Hazards (Delete if not applicable to site)	Significant hazard? Y/N	Hazard Controls (Eliminate or Isolate or Minimise & Monitor)	Hazard Management (How are you going to manage this hazard i.e. Controls in place)	Monitoring	Date / sign (Manager to complete as part of H&S scheduler Task)
Off-site work/visits	Yes	M ✓	<ul style="list-style-type: none"> <li>Staff secure booklets – dogs, clients</li> <li>Cell phone to be taken and location register to be completed.</li> <li>Off-site safety template to be completed and signed off by Regional Commissioner if attending offsite meeting that may have clients or potential clients in attendance.</li> <li><a href="http://doogie.ssi.govt.nz/working-here/keeping-healthy-and-safe/keeping-my-staff-safe/safety-out-of-the-office-policy-for-all-off-site-activities.html">http://doogie.ssi.govt.nz/working-here/keeping-healthy-and-safe/keeping-my-staff-safe/safety-out-of-the-office-policy-for-all-off-site-activities.html</a></li> <li><a href="http://doogie.ssi.govt.nz/working-here/keeping-healthy-and-safe/keeping-myself-safe/safety-out-of-the-office-hazards-with-dogs.html">http://doogie.ssi.govt.nz/working-here/keeping-healthy-and-safe/keeping-myself-safe/safety-out-of-the-office-hazards-with-dogs.html</a></li> <li><a href="http://doogie.ssi.govt.nz/working-here/keeping-healthy-and-safe/keeping-myself-safe/safety-out-of-the-office-before-visiting-clients.html">http://doogie.ssi.govt.nz/working-here/keeping-healthy-and-safe/keeping-myself-safe/safety-out-of-the-office-before-visiting-clients.html</a></li> <li><a href="http://doogie.ssi.govt.nz/working-here/keeping-healthy-and-safe/keeping-myself-safe/safety-out-of-the-office-personal-safety-out-of-the-office.html">http://doogie.ssi.govt.nz/working-here/keeping-healthy-and-safe/keeping-myself-safe/safety-out-of-the-office.html</a></li> </ul>	Supervision	Nov 10/11/17 Feb May Aug
Stressors	Yes	M ✓	<ul style="list-style-type: none"> <li>OSH course available on weekly basis</li> <li>Peer Support</li> <li>Critical incident debrief</li> <li><a href="http://doogie.ssi.govt.nz/working-here/keeping-healthy-and-safe/keeping-myself-safe/safety-out-of-the-office/index.html">http://doogie.ssi.govt.nz/working-here/keeping-healthy-and-safe/keeping-myself-safe/safety-out-of-the-office/index.html</a></li> <li><a href="http://doogie.ssi.govt.nz/working-here/keeping-healthy-and-safe/keeping-myself-safe/your-wellbeing/index.html">http://doogie.ssi.govt.nz/working-here/keeping-healthy-and-safe/keeping-myself-safe/your-wellbeing/index.html</a></li> </ul>	SOSH12	Nov 10/11/17 Feb May Aug
Slips, trips and falls	Yes	E I ✓ ✓	<ul style="list-style-type: none"> <li>3 Monthly hazard check to ensure clear work areas and walkways</li> <li>Staff aware to alert H &amp; S Committee to any potential hazards</li> <li><a href="http://doogie.ssi.govt.nz/working-here/keeping-healthy-and-safe/keeping-myself-safe/what-to-do-if-i-m-injured/index.html">http://doogie.ssi.govt.nz/working-here/keeping-healthy-and-safe/keeping-myself-safe/what-to-do-if-i-m-injured/index.html</a></li> </ul>	3 monthly checks	Nov 10/11/17 Feb May Aug
Violence/Aggression (Clients)	Yes	I M ✓ ✓	<ul style="list-style-type: none"> <li>e.g. MNCI training, security plans, tools eg panic alarms, security cameras</li> <li>Duress alarms in all interview rooms</li> <li>SOSH12 – incident reporting programme – warning letters and trespass notices</li> <li>Conflict Management training provided to all staff</li> <li>Security Cameras operating in all client areas</li> <li>Security guards</li> <li>Zero tolerance policy to violence</li> <li>Site safety Drills</li> </ul>	Training matrix	Nov 10/11/17 Feb May Aug

Site Specific Hazard	Significant Hazard? Y/N	Hazard Controls	Hazard Management (How are you going to manage this hazard i.e. Controls in place)	Monitoring	Date / Sign
Billi Hot Water system	Yes	I M	<ul style="list-style-type: none"> <li>Hot Water warning notice</li> <li>Safety Button - for hot water</li> </ul>		Nov  0
					Feb
					May
					Aug
Blinding light of photocopier	Yes	I M	Warning on each copier "keep lid closed when operating"		Nov  0
					Feb
					May
					Aug
Shredders	Yes	I M	<ul style="list-style-type: none"> <li>Signs on shredders "keep loose clothing, fingers and long hair away from the blades"</li> </ul>		Nov  0
					Feb
					May
					Aug
Sharp objects in rubbish bins in cafe	Yes	I M	<ul style="list-style-type: none"> <li>Staff have been made aware that there is a hazard when they are around the file files that they may fall out and on</li> </ul>		Nov  0
					Feb
					May
					Aug
Shelf in public toilets	Yes	I M	<ul style="list-style-type: none"> <li>Sign placed above shelf saying "this is not a baby changing table, do not place children on here"</li> </ul>		Nov  0
					Feb
					May
					Aug
Contractors	Yes	I M	<ul style="list-style-type: none"> <li>Short contractor form completed by ALL contractors and placed in H &amp; S folder</li> <li>Sign In /Induction to site - pre work disclosure of all hazards they may bring to site - hazard tape to close area off if needed.</li> </ul>		Nov  0
					Feb
					May
					Aug

## Hazard Register Agreement

3. Site Manager, Health & Safety Rep and Union Representative (if applicable) to sign on agreement of the site specific hazards.

s 9(2)(a) \_\_\_\_\_

Manager (signature)  
s 9(2)(a) \_\_\_\_\_

H&S Representative's (signature)  
s 9(2)(a) \_\_\_\_\_

Union Delegate's ( if involved) (signature) \_\_\_\_\_

Date 10/11/2017

Date 10.11.17

Date 10.11.17

Please contact your Health and Safety Advisor, Health, Safety and Security Team, National Office if you have any questions.

**Notes**

Significant hazard: is one which could cause **serious harm**, the effects of which can be delayed or cumulative  
E,I,M = Eliminate, or Isolate, or Minimise and Monitor





**Three Monthly Check-list – Scheduler Task**

This form is to be completed by a Manager together with a H&S Rep /H&S Committee Member.  
Three Monthly Checks are to be completed in conjunction with the Hazard Register, as per the H&S Scheduler Tasks (Nov, Feb, May, and Aug). Once the checks are completed, the Hazard Register is to be updated. A copy must be kept in the H&S folder.

<b>Hazards and Controls</b>		
<b>Housekeeping and safe entry/exit points:</b>	<b>Ok</b> ✓ X	<b>Action Required</b> (State findings and recommendations)
Tidy, free of clutter and tripping, slipping hazards, torn carpet	✓	
Doorways, walkways and under desks are kept clear of obstacles	✓	
Exits unobstructed and working (not locked)	✓	
Cords taped down or covered	✓	Yours link - they are moving soon
<b>Manual handling and storage:</b>	<b>Ok</b> ✓ X	<b>Action Required</b> (State findings and recommendations)
Tall cabinets and shelves are secured <i>(Note: MSD has a corporate standard for furniture and Property Services can advise)</i>	✓	
Easy access for people and equipment/stairwells	✓	
Heavy items stored below shoulder height	✓	
Storage layout is designed for safe manual handling	✓	
Tambour sliding doors should be kept closed when not in-use to prevent objects falling out	✓	
<b>Electrical:</b>	<b>Ok</b> ✓ X	<b>Action Required</b> (State findings and recommendations)
Cords not showing wear or fraying if damaged, replace, repair or discard immediately	✓	
Plugs not overloaded	✓	
Heaters clear of flammables/curtains	✓	
Electrical equipment is in good working order and safe to operate	✓	4000k time - back to work on skills
<b>Kitchen/site hygiene:</b>	<b>Ok</b> ✓ X	<b>Action Required</b> (State findings and recommendations)
Kitchen is clean/hygienic including fridge	✓	
Water cooler filter checked in last 6 months	✓	8/17
Toilet areas clean/hygienic	✓	
<b>Visitors and contractors: (Reception/Counter)</b>	<b>Ok</b> ✓ X	<b>Action Required</b> (State findings and recommendations)
There is evidence that visitors and contractors are advised of any hazards on site and informed of evacuation procedures, appropriate to nature and duration of their visit	✓	
There is evidence that contractors are asked if their work will introduce any hazards to our workplace	✓	
There is evidence that visitors are signed-in or escorted during visit	✓	

<b>Emergencies</b>	<b>Ok</b> ✓ X	<b>Action Required</b> (State findings and recommendations)
Evacuation procedures are displayed on walls (i.e. fire, bomb)	✓	
First aid kits and civil defence cabinets are stocked and kept in obvious location	✓	
<b>Information and Training</b>	<b>Ok</b> ✓ X	<b>Action Required</b> (State findings and recommendations)
A Training Matrix in the H&S Folder shows: <ul style="list-style-type: none"> <li>• New or transferring employees were inducted</li> <li>• Training was delivered as per the H&amp;S Scheduler</li> </ul>	✓	
Current H&S information is displayed on walls or ActSAFE Noticeboard such as: <ul style="list-style-type: none"> <li>• Up to date list of trained health and safety team</li> <li>• Health and Safety Policy</li> <li>• Site Safety Plan</li> <li>• Hazard Register (review and ensure new hazards are added to the hazard register, and staff advised)</li> <li>• Health and Safety Committee Meeting minutes</li> <li>• Safety Newsletter</li> <li>• Training documentation</li> <li>• 0800 MSD Staff</li> <li>• Wellnz rehabilitation information</li> </ul>	✓	
Staff have <u>Wellnz cards</u> and know if injured at work to tell the doctor "I work for MSD and Wellnz manage our claims"	✓	
Hand out copies of the attached workstation assessment sheet to staff.	✓	

(Note: For multi-storied buildings please note floor details below)

<b>Building Name:</b>	Dunedin Central
<b>Floor:</b>	

Inspection undertaken by:  
s 9(2)(a) - Privacy of natural persons

Manager Name:  
s 9(2)(a)

H&S Rep/Committee Member Name:

Signed

Signed

Date

Date

10/11/2017

10/11/17