

[date]

**The Chief Executive  
of Land Information New Zealand**  
(Offeror)

Ngahina Trust

(Offeree)

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## **Offer of sale**

Section 40 of the Public  
Works Act 1981

**Land Information** New Zealand  
*Toitu te whenua*



## Offer of sale under section 40 of the Public Works Act 1981

**File Reference:** CPC 2011/16121

**Date:**

**Offeror:** The Crown acting by and through the Chief Executive of Land Information New Zealand (the Chief Executive)

**Offeree:** Ngahina Trust c/- Kura Marie Teira, Maikara Kararaina Tapuke  
Adrian Taylor, Basil Ritoterangi Tapuke as trustees

**Address of property:** Land east of Quadrant Heights, Paraparaumu, Kapiti

**Area:** 0.7658 ha more or less

**Legal description:** Section 21 Survey Office Plan 505430 being part of the land held in Record of Title WN40D-129

**Chattels included in the sale:** All chattels remaining on site at date of settlement.

**Price: [in words]** Four hundred thousand dollars ex GST (if any)

**Price: [in numerals]** \$400,000.00 ex GST (if any)

**Deposit:** \$4,000.00

**Details of rent:** N/A

**Tenancies:** N/

**Terms:** N/A

**Right of renewal:** N/A

**The Offeror hereby offers to sell the above described property, on the terms set out above, and on the general conditions set out below to the Offeree.**

**You have forty working days within which to notify the Offeror of your acceptance, or otherwise of this offer. (see clause 4).**

## **General conditions of sale**

### **1 The price**

- 1.1 The purchase price is current market value set by valuation as at 30 May 2018.
- 1.2 If the Offeror and the Offeree are unable to agree on a price following an offer made under s40(2) of the Public Works Act 1981, the Offeree may execute this agreement agreeing to purchase the property at the price determined by the Land Valuation Tribunal (in accordance with s40(2A) of that Act). This should be noted as a special condition of sale.

### **2 The deposit**

- 2.1 The Offeree shall pay the deposit to the Offeror or the Offeror's nominee immediately upon execution of this agreement.
- 2.2 The deposit shall be in part payment of the purchase price.
- 2.3 This agreement shall become unconditional upon payment of the deposit.

### **3 Possession and settlement**

- 3.1 Possession shall be given and taken on the settlement date when the payment of the full purchase price shall be made.
- 3.2 Settlement shall be one month from acceptance of this offer unless the issue of a record of title in accordance with clause 3.4 has not been completed within that time in which case the settlement date shall be deferred to the fifth working day following the date on which a search copy of the title is obtainable. If the settlement is delayed, and that delay is not caused by any act or omission of the Offeror, the Offeror shall not be liable to any person for any loss, damage, liability, cost or expense in connection with or arising from the delay of the settlement date.
  - (a) Upon settlement, the Offeror or the Offeror's nominee shall concurrently complete an e-dealing transfer of title to the property in accordance with s42 of the Public Works Act 1981 at the expense of the Offeree.
  - (b) The Offeror's obligation under clause 3.2(a) above shall be satisfied by the Offeror or the Offeror's nominee preparing, certifying, signing and pre-validating a reasonable time prior to the settlement date in a Landonline Workspace the transfer instrument and all other instruments required to confer title on the Offeree in terms of the Offeror's obligations under this agreement and releasing the same upon settlement so that the Offeree's solicitor can then submit them immediately after settlement for registration; and
- 3.3 All outgoings and incomings shall be apportioned as at the settlement date.
- 3.4 Upon acceptance of this offer the Offeror shall where necessary, apply for the issue of a record of title for the property in accordance with s47 of the Public Works Act 1981.

### **4 Offer to remain open**

- 4.1 As provided in s42(1) of the Public Works Act 1981, this offer remains open and capable of acceptance for 40 working days from the date that the offer is received. However, the Offeror may dispose of the property in accordance with s42 of the Public Works Act 1981, if the offer is not accepted within that period.
- 4.2 The Offeror has a discretion to extend this period if he considers it reasonable to do so. Any application for an extension of the period should be made in writing prior to the offer expiring in terms of clause 4.1.

## **5 Risk and Insurance**

- 5.1 The risk in respect of the property shall pass to the Offeree at settlement date or upon possession being given to the Offeree whichever is the earlier.
- 5.2 The Offeror has no insurance over the property.
- 5.3 The Offeree may insure the property at their own cost at any time after acceptance of this offer.
- 5.4 In the event that prior to the giving and taking of possession, the property is destroyed or substantially damaged so that the property is untenable and such destruction or damage has not been made good the Offeree may:
- (a) complete the purchase at the above price less a sum equal to the amount of the diminution in value of the property, as assessed by a registered valuer, or
  - (b) cancel this agreement by serving on the Offeror notice in writing whereupon the Offeree shall be entitled to the return of the deposit and any other monies paid by the Offeree and neither party shall have any claim against the other and with the effect that the statutory requirement to offer the property to the Offeree pursuant to s40 of the Public Works Act 1981 shall be at an end.
- 5.5 If the property is damaged but still tenable on the possession date the Offeree shall complete the purchase at the above price less a sum equal to the amount of the diminution in value of the property.

## **6 Non-merger**

- 6.1 The terms and conditions of this offer shall not merge with the transfer of title to the property.

## **7 Boundaries and title**

- 7.1 The Offeror shall not be bound to point out the boundaries of the property.
- 7.2 The Offeree is deemed to have accepted the Offeror's title and may make no objections to it or requisitions on it.

## **8 Legal Costs**

- 8.1 Each party shall bear their own legal expenses including all costs incurred through the exercise of the rights contained in clause 1.2 of this offer.

## **9 Not guaranteed for use and no warranties given**

- 9.1 The Offeror makes no guarantee that the property is suitable for any particular use.
- 9.2 The Offeror gives no warranties in respect of the property. The Offeree relies entirely on their own judgement in purchasing the property.

## **10 No Fencing Contributions**

- 10.1 The Offeror shall not make any contribution financial or otherwise for fencing, and shall not be liable to pay for or contribute towards the expense or erection or maintenance of any fence between the property and any contiguous land of the Offeror, but this proviso shall not enure for the benefit for any subsequent purchaser of the contiguous land; and the Offeror shall be entitled to require the inclusion of a fencing covenant to this effect in any transfer of the property.

## **11 Encumbrances**

- 11.1 Upon disposition the land will be subject to Part IVA of the Conservation Act 1987 and Section 10 of the Crown Minerals Act 1991.
- 11.2 The Offeree:
- (a) agrees to the registration of the instrument annexed at Schedule 1, ("the Instrument") against the record of title to the property;

- (b) acknowledges that the Instrument will be registered against the record of title to the property either before the settlement date or contemporaneously with settlement; and
- (c) accepts that the property will be sold to the Offeree subject to the Instrument.

## **12 Time of the essence**

12.1 In respect of any deadline stipulated in this agreement the parties acknowledge that time is of the essence. The deadlines and the related clauses are:

- (a) payment of deposit (clause 2.1),
- (b) settlement date (clause 3.2 subject to 3.4),
- (c) offer to remain open for 40 working days (clause 4.1), and
- (d) application for extension of time (4.2).

## **13 Offeree default: late settlement**

13.1 (a) If the balance of the purchase price has not been paid on the settlement date the Offeror may at any time thereafter serve on the Offeree a settlement notice ("the notice") to settle in accordance with clause 3.2; but

- (b) the notice shall be effective only if the Offeror serving it is at the time of service either in all material respects ready able and willing to proceed to settle in accordance with the notice or is not so ready able and willing to settle only by reason of the default or omission of the Offeree;

13.2 If any portion of the purchase price is not paid upon the due date for payment:

- (a) the Offeree shall pay to the Offeror interest at the interest rate for late settlement on the portion of the purchase price so unpaid for the period from the due date for payment until payment ("the default period"); but nevertheless this stipulation is without prejudice to any of the Offeror's rights or remedies including any right to claim for additional expenses and damages;
- (b) the Offeror is not obliged to give the Offeree possession of the property or to pay the Offeree any amount for remaining in possession, unless this agreement relates to a tenanted property, in which case the Offeror must elect either to:
  - (i) account to the Offeree for rents received in respect of the property during the default period, in which event the Offeree shall be responsible for the outgoings relating to the property during the default period; or
  - (ii) retain such rents in lieu of receiving interest from the Offeree pursuant to clause 13.2(a).

## **14 Offeror's Rights on Default**

14.1 If the Offeree does not comply with the terms of the settlement notice served by the Offeror then:

- (a) Without prejudice to any other rights or remedies available to the Offeror at law or in equity the Offeror may:
  - (i) sue the Offeree for specific performance; or
  - (ii) cancel this agreement by notice and pursue either or both of the following remedies:

- (A) forfeit and retain for the Offeror's own benefit the deposit paid by the Offeree, but not exceeding in all 10% of the purchase price; and
  - (B) sue the Offeree for damages.
- (b) The damages claimable by the Offeror under the preceding clause shall include all damages claimable at common law or in equity, and shall include also (but shall not be limited to) any loss incurred by the Offeror on any bona fide resale contracted within one year from the date by which the Offeree should have settled in accordance with the settlement notice. The amount of that loss may include:
  - (i) interest on the unpaid portion of the purchase at the interest rate for late settlement from the settlement date to the settlement of such resale;
  - (ii) all costs and expenses reasonably incurred in any resale or attempted resale; and
  - (iii) all outgoings (other than interest) on or maintenance expenses in respect of the property from the settlement date to the settlement of such resale.
- (c) Any surplus money arising from a resale as aforesaid shall be retained by the Offeror.

## **~~15 Amalgamation~~**

~~15.1 The Offeror may direct at its sole discretion that the property is to be amalgamated with all that land held in records of title [ ] in accordance with s42(6) Public Works Act 1981, notwithstanding that the property may not be able to be so amalgamated.~~

## **16 Liability of offeree**

16.1 If there is more than one Offeree the liability of the Offeree shall be joint and several.

## **17 Definitions**

17.1 Settlement date means before 4.00pm on the date the parties are to perform their obligations under clause 3.2. Where the date nominated for settlement is not a working day, the settlement date shall be the last working day before the date so nominated.

17.2 "working day" means any day of the week other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, Labour Day, Waitangi Day and the provincial anniversary day as observed at the place where the property is situated; and
- (b) a day in the period commencing with the 25th day of December in any year and ending with the 15th of January in the following year.

17.3 The interest rate for late settlement is 7% per annum.

## 18 Notices

18.1 The following apply to all notices relevant to this agreement, whether authorised by this agreement or by the general law:

- (a) all notices must be served in writing.
- (b) all notices must be served and contain the content as set out in s 4 of the Public Works Act 1981.

**Executed** for and on behalf of the Offeror by [ ],  
in the presence of [ ].

Signature of authorised officer:

Signature of witness:

\_\_\_\_\_  
Acting for and on behalf of the Chief  
Executive of Land Information New Zealand  
and acting under delegated authority under  
section 41 of the State Sector Act 1988  
Date of execution:

\_\_\_\_\_  
Address of witness:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Occupation of witness:  
\_\_\_\_\_

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**Acceptance of offer – sign here if not a company - delete if not applicable**

The Ngahina Trust accepts the offer to purchase the property on the terms and conditions set out above.

Signature of Offeree by its trustee:

Signature of witness:

\_\_\_\_\_

\_\_\_\_\_

Name of witness:

Address of witness:

Occupation of witness:

**Acceptance of offer – sign here if not a company - delete if not applicable**

The Ngahina Trust accepts the offer to purchase the property on the terms and conditions set out above.

Signature of Offeree by its trustee:

Signature of witness:

\_\_\_\_\_

\_\_\_\_\_

Name of witness:

Address of witness:

Occupation of witness:



**Acceptance of offer – *sign here if not a company - delete if not applicable***

The Ngahina Trust accepts the offer to purchase the property on the terms and conditions set out above.

Signature of Offeree by its trustee:

Signature of witness:

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Name of witness:

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Address of witness:

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Occupation of witness:

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**Acceptance of offer – *sign here if not a company - delete if not applicable***

The Ngahina Trust accepts the offer to purchase the property on the terms and conditions set out above.

Signature of Offeree by its trustee:

Signature of witness:

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Name of witness:

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Address of witness:

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Occupation of witness:

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**Acceptance of offer – *sign here if a company – delete if not applicable***

I accept the offer to purchase the property on the terms and conditions set out above.

Common seal:

Signature of Director:

\_\_\_\_\_  
Signature of Director:

\_\_\_\_\_  
Name of company:

\_\_\_\_\_  
Signature of Secretary:

**Warnings**

These warnings do not form part of this agreement.

- (a) This is a binding agreement.
- (b) If you have any doubts, professional advice should be sought before signing.

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## Copy of Record of Title WN 40D/129



**RECORD OF TITLE**  
**UNDER LAND TRANSFER ACT 2017**  
**FREEHOLD**  
Search Copy



R. W. Muir  
Registrar-General  
of Land

Identifier **WN40D/129**  
Land Registration District **Wellington**  
Date Issued 21 November 1991  
  
Prior References  
WN33B/17

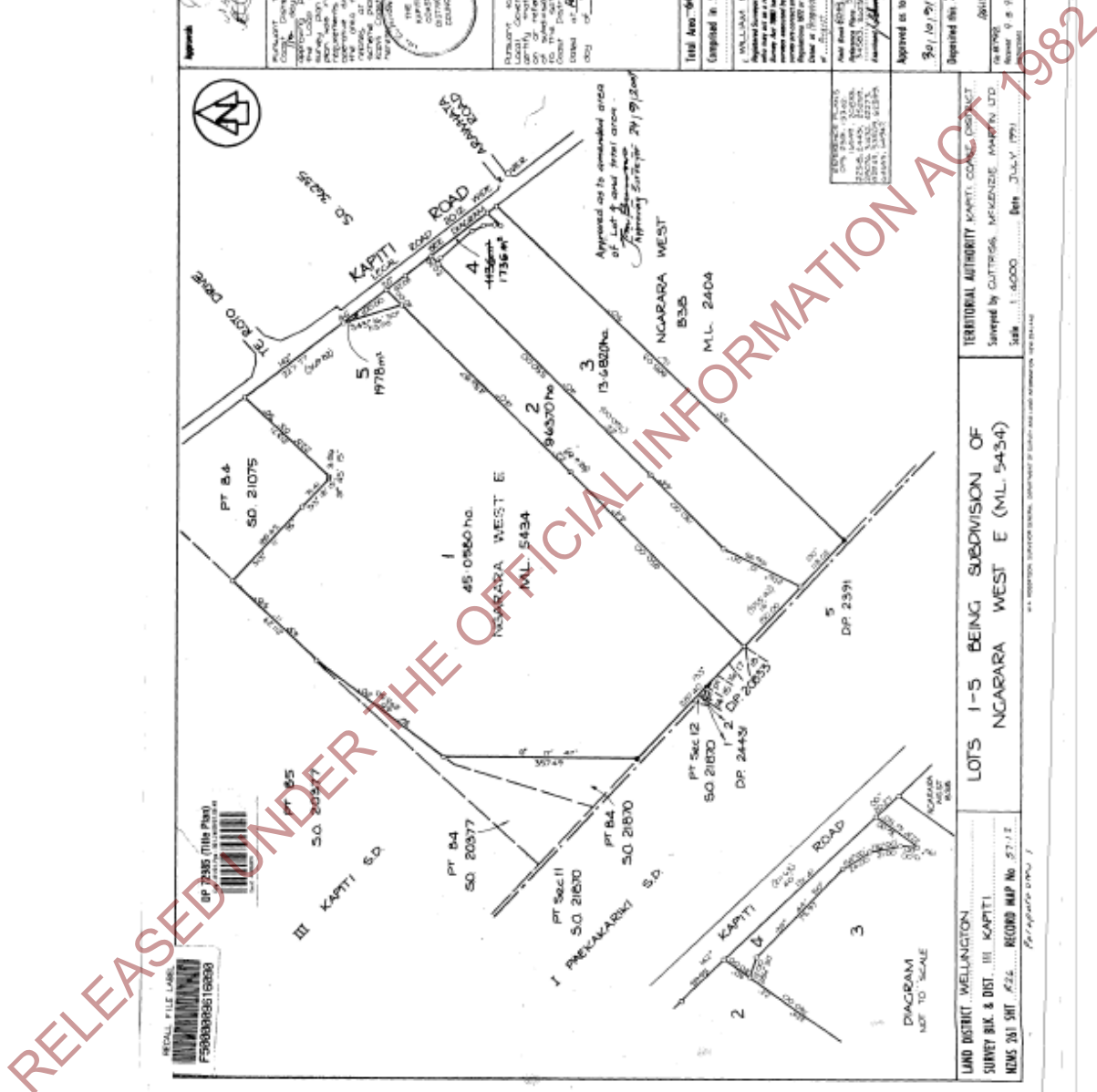
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|                       |                               |
|-----------------------|-------------------------------|
| Estate                | Fee Simple                    |
| Area                  | 9.6370 hectares more or less  |
| Legal Description     | Lot 2 Deposited Plan 72985    |
| Purpose               | use in connection with a road |
| Registered Owners     |                               |
| Her Majesty the Queen |                               |

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Interests

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Schedule 1 – Reverse Sensitivity Land Covenant

1

Covenant Instrument to note land covenant  
(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

[owner]

Covenantee

NEW ZEALAND TRANSPORT AGENCY

Grant of Covenant

The Covenantor being the registered owner of the burdened land set out in Schedule A grants to the Covenantee (and, if so stated, in gross) the covenants set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A → → → → Continue in additional Annexure Schedule, if required

| Purpose of covenant                  | Shown<br>(plan reference) | Burdened Land<br>(Record of Title) | Benefited Land (Record of Title) or in gross |
|--------------------------------------|---------------------------|------------------------------------|--|
| Reverse Sensitivity and No Objection | [insert details]          | [insert details]                   | New Zealand Transport                        |
|                                      |                           |                                    |  |
|                                      |                           |                                    |  |
|                                      |                           |                                    |  |
|                                      |                           |                                    |  |

1

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**Covenant rights and powers (including terms, covenants and conditions)**

Delete phrases in [.] and insert memorandum number as required. +  
Continue in additional Annexure Schedule, if required.

The provisions applying to the specified covenants are those set out in Annexure Schedule 1.

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Annexure Schedule 1¶

Insert instrument type¶

Covenant Instrument¶

Continue in additional Annexure Schedule, if required¶

BACKGROUND¶

- A → [landowner] (together with [his/her/their/its] successors, assignees, tenants, lessees and persons under its control) (Covenantor) is the registered owner of an estate in fee simple in all that parcel of land described on the front page of this Covenant Instrument (Land).¶
- B → The Land [fronts/is in the vicinity of] [name of State Highway or Motorway] (State Highway).¶
- C → Under sections 61(1) and 80(1) of the Government Roadings Powers Act 1989, the Covenantor has sole powers of control for all purposes of all State highways and motorways.¶
- D → For valuable consideration the Covenantor has agreed to enter into this Covenant Instrument, and to covenant with the Covenantor to secure compliance by the Covenantor with the agreements set out in this Covenant Instrument.¶

OPERATIVE PROVISIONS¶

- 1 → The Covenantor will pay to the Covenantor the sum of \$1,00 plus GST (if any) in consideration for the Covenantor entering into this Covenant Instrument such sum to be payable upon demand.¶
- 2 → The Covenantor acknowledges that the covenants in this Covenant Instrument are intended to be of a permanent nature.¶
- 3 → The Covenantor covenants with the Covenantor that the Covenantor will ensure that:¶
- (a) → any new buildings or alterations to existing buildings containing noise sensitive activities, in or partly within 40 metres from the State Highway edgeline must be designed, constructed and maintained to achieve road traffic vibration levels complying with class C of NS 8176E:2005;¶
  - (b) → any new buildings or alterations to existing buildings containing noise sensitive activities, in or partly within 100 metres from the State Highway edgeline must be designed, constructed and maintained to achieve the indoor design noise levels from road traffic set out in the table contained in the Annexure to this Covenant Instrument;¶
  - (c) → if windows must be closed to achieve the design noise levels set out in the table contained in the Annexure to this Covenant Instrument, the building must be designed, constructed and maintained with a ventilation and cooling system. For habitable spaces a ventilation cooling system must achieve the following:¶
    - i. → ventilation must be provided to meet clause G4 of the New Zealand Building Code. At the same time, the sound of the system must not exceed 30 dB LAeq(30s) when measured 1 m away from any grille or diffuser;¶
    - ii. → the occupant must be able to control the ventilation rate in increments up to a high air flow setting that provides at least 6 air changes per hour. At the same time, the sound of the system must not exceed 35 dB LAeq(30s) when measured 1 m away from any grille or diffuser; and

- iii. → the system must provide cooling that is controllable by the occupant and can maintain the temperature at no greater than 25°C. At the same time, the sound of the system must not exceed 35 dB LAeq(30s) when measured 1 m away from any grille or diffuser;¶
- iv. → a design report prepared by a suitably qualified and experienced acoustics specialist must be submitted to the Covenantor demonstrating noise and vibration compliance prior to the construction or alteration of any building containing a noise sensitive activity in or partly in the State Highway buffer area or effects area. The design must take into account the future permitted use of the State Highway; for existing roads this is achieved by the addition of 3 dB to existing measured or predicted noise levels.¶
- (d) → All lighting on the Land must be designed, installed and maintained so that it is shielded from or directed away from the State Highway, to ensure that artificial lighting does not result in illumination or glare on transport corridors which may dazzle or distract transport corridor users; and¶
- (e) → Any signage on the Land that faces or is directed at traffic on the State Highway, or is otherwise visible to traffic on the State Highway, requires prior written approval of the Covenantor. This is to ensure that inappropriate signage along the State Highway does not distract transport corridor users.¶
- 4 → The Covenantor acknowledges and accepts that the Land is capable of being adversely affected by effects (including without limitation noise, vibration, dust, emissions, visual, landscape or amenity effects) (**Effects**) arising from the construction, operation, upgrading and maintenance of the State Highway (**State Highway Activities**), whether such Effects arise during or after such State Highway Activities, and accordingly the Covenantor, in consideration of having received valuable consideration, agrees:¶
  - (a) → not to object to, hinder, or otherwise obstruct the grant, confirmation or alteration pursuant to the Resource Management Act 1991 (**RMA**) of any authorisations under the RMA which in any way relate to the State Highway Activities and to sign written approvals in relation to any such authorisation if requested to by the Covenantor;¶
  - (b) → not to do, permit to be done, or omit to do, any act, matter or thing where that act, matter, thing or omission is intended to restrict, or has the effect of restricting, the State Highway Activities in any way whatsoever, including taking any civil action and/or any enforcement proceedings pursuant to the RMA or any other statute or common law, whether for nuisance, damage to Land, negligence, or interference with Land or otherwise, but only where such act, matter or thing relates to any such Effects;¶
  - (c) → not to claim any compensation in relation to any such Effects arising from State Highway Activities;¶
  - (d) → not to fund, encourage or otherwise be involved in, any act, matter or thing that if carried out by the Covenantor itself would breach clauses 4(a) to 4(c) above;¶
  - (e) → to provide a copy of this Covenant Instrument to all tenants, lessees, and holders of unregistered interests in the Land (each a **third party**) who acquire rights in the Land while the Covenantor is the registered proprietor of the Land:¶
    - i. → where the Covenantor grants the rights in the Land to that third party, prior to the Covenantor doing so; or¶



|    |  |  |
|----|--|--|
|    | <p>ii. → in all other cases, as soon as practicable after the Covenantor becomes aware of that third party acquiring any rights in the Land.¶</p>  |  |
| 5  | → This Covenant Instrument shall be binding on all transferees, tenants (to the extent permitted by law), lessees, mortgagees, chargeholders and their respective successors in title and assigns of any estate or interest in the Land.¶  |  |
| 6  | → Where this Covenant Instrument binds or benefits a party, it shall bind or benefit that party jointly and severally.¶  |  |
| 7  | → The Covenantor covenants with the Covenantee:¶ <ul style="list-style-type: none"> <li>(a) → to pay all legal costs and disbursements in the preparation, execution, registration, enforcement and any ultimate release of this Covenant Instrument, in respect of any consents sought by the Covenantor from the Covenantee to the registration of any instrument, and in respect of the performance and observance by the Covenantor of this Covenant Instrument including legal costs on a solicitor/client basis; and¶</li> <li>(b) → to otherwise indemnify the Covenantee against any claims, loss and expense of whatever kind incurred by the Covenantee as a consequence of the Covenantor failing to comply with this Covenant Instrument provided always that this clause 7(b) shall not apply during any period that the Covenantor is the Crown as defined in section 2(1) of the Public Finance Act 1989.¶</li> </ul> |  |
| 8  | → The Covenantor will only be liable for breaches actually committed by the Covenantor itself, and not by any successor or other party, unless those breaches arise wholly or partly due to a breach by the Covenantor of clause 4(e).¶  |  |
| 9  | → No delay or failure by the Covenantee to enforce performance of any of the covenants set out in this Covenant Instrument and no indulgence granted to the Covenantor by the Covenantee shall prejudice the rights of the Covenantee to enforce any of the covenants or provisions of the Covenant Instrument.¶   |  |
| 10 | → In this Covenant Instrument a reference to a code, standard, or legislation or to a provision of any code, standard, or legislation includes a modification or re-enactment of it, a legislative provision substituted for it, a regulation or statutory instrument issued under it, or to the equivalent provision of any replacement or revised code or standard addressing similar subject matter provided that any such replacement or revised code or standard is no more onerous than the code or standard originally referenced in this Covenant Instrument.¶   |  |
| 11 | → In this Covenant Instrument, working day means (a) in relation to any time period specified under the Property Law Act 2007, has the meaning given in that Act, or (b) in all other cases, means any day that is not a Saturday, Sunday, day between 23 December in one year to 10 January in the next year (both days inclusive) or statutory holiday in the area where the Land is located.¶   |  |
| 12 | → If at any time any part or provision of this Covenant Instrument is or becomes invalid, void, illegal or unenforceable in any respect whatsoever, then:¶ <ul style="list-style-type: none"> <li>(a) → that part or provision shall be severed from this Covenant Instrument;¶</li> <li>(b) → such invalidity and severing shall not in any way affect or impair the validity, legality and enforceability of any other part or provision of this Covenant Instrument; and¶</li> </ul>  |  |

|      |   |  |
|------|---|--|
|      | (c) → the parties shall enter into appropriate substitute instrument(s) to give full and proper effect to the agreements and understandings in this Covenant Instrument.¶   |  |
| 13 → | The Covenantor acknowledges that this Covenant Instrument has been granted for valuable consideration received, in full compensation for the grant of this Covenant Instrument and therefore covenants with the Covenantee:¶  |  |
|      | (a) → not to seek to extinguish, modify, vary, amend, withdraw or remove in any manner whatsoever this Covenant Instrument;¶  |  |
|      | (b) → to preserve the integrity of the agreements in this Covenant Instrument; and¶   |  |
|      | (c) → always to act in good faith and do all acts and things and enter into and execute all documents, instruments (including any replacement land covenant) and/or easement or encumbrance whenever reasonably required by the Covenantee and otherwise obtain any necessary consents all of which may be reasonably necessary and appropriate to give full force and effect to the intentions and understandings of the Covenantor and the Covenantee.¶ |  |
| 14 → | The Covenantee will, upon request by the Covenantor, release this Covenant Instrument from any part of the Land that is to be vested as road or reserve in the relevant local authority.¶   |  |

**ANNEXURE<sup>44</sup>**  
(Refer clause 3)¶

| BUILDING TYPE <sup>44</sup>            | OCCUPANCY/ACTIVITY <sup>44</sup>  | MAXIMUM INDOOR DESIGN NOISE LEVEL $L_{Aeq}(24h)$ <sup>44</sup> |
|--|---|--|
| <b>Residential<sup>44</sup></b>        | Living spaces, sleeping spaces (including visitor accommodation and retirement accommodation) <sup>44</sup> | 40 dB <sup>44</sup>  |
| ×                                      | Assembly halls <sup>44</sup>  | 35 dB <sup>44</sup>  |
| ×                                      | Conference rooms, drama studios <sup>44</sup>   | 40 dB <sup>44</sup>  |
| ×                                      | Lecture rooms and theatres, music studios <sup>44</sup>   | 35 dB <sup>44</sup>  |
| <b>Education<sup>44</sup></b>          | Libraries <sup>44</sup>   | 45 dB <sup>44</sup>  |
| ×                                      | Sleeping areas in educational facilities <sup>44</sup>  | 40 dB <sup>44</sup>  |
| ×                                      | Teaching areas <sup>44</sup>  | 40 dB <sup>44</sup>  |
| <b>Health<sup>44</sup></b>             | Overnight medical care, wards <sup>44</sup>   | 40 dB <sup>44</sup>  |
| ×                                      | Clinics, consulting rooms, theatres, nurses' stations <sup>44</sup>   | 45 Db <sup>44</sup>  |
| <b>Cultural buildings<sup>44</sup></b> | Places of worship, marae <sup>44</sup>  | 35 dB <sup>44</sup>  |

**Note:** Excludes areas not deemed to be habitable spaces as defined by schedule 1 of the Building Regulations 1992¶