

Memorandum of Agreement Pursuant to the Public Works Act 1981

File Reference: CPC 07/12514/A

Agreement made this ^{25th} _{#6} day of ^{May} 2012

between the CROWN and JOHN HAYES PERKINS ("the Owner") being the Owner of the land described below for an estate of freehold in possession offers to sell to the Crown for use in connection with a road (State Highway One Transmission Gully and State Highway One (Mackays Crossing to Paekakariki) Safety Improvements - Wire Barrier) ("the Works") for the sum of for the sum of \$5,922,000 (Five Million Nine Hundred and Twenty Two Thousand Dollars) plus GST (if any) ("the Compensation") free of all leases and tenancies and discharged from all encumbrances and requisitions excepting the Owner's license agreements with Main Security Limited, Coastlands Shoppingtown Limited, Waterfront Bar Raumati, and Lotus Chiropractic, Paekakariki ("the Signage Licenses") and the Owner's leases with Kordia Limited, Vodafone New Zealand Limited, Telecom Mobile Limited and New Zealand Communications Limited ("the Telecommunications Leases") all of the land comprising:

1056 square metres more or less being Section 78 Wainui District and being all of the land comprised in Computer Freehold Register WN782/95

410.9192 hectares (subject to survey) more or less being Lots 1 and 3 and 4 Deposited Plan 368307 and being the balance land comprised in Computer Freehold Register 277518 subject to Compensation Certificate 5653133.1

4713 square metres more or less being Lot 2 Deposited Plan 368307 and being all of the land comprised in Computer Freehold Register 277519

3.3930 hectares more or less being Section 1 Survey Office Plan 36522 and being all of the land comprised in Computer Freehold Register WN38B/456

3.0784 hectares more or less being Part Lot 2 Deposited Plan 4269 and defined on Deposited Plan 5618 and being all of the land comprised in Computer Freehold Register WN296/143

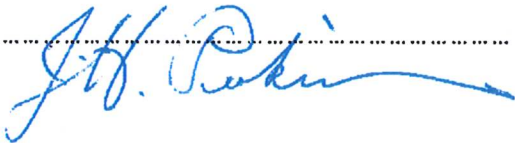
7659 square metres more or less being Part Section 10 Wainui District and being all of the land comprised in Computer Freehold Register WN428/145

1.1989 hectares more or less being Part Lot 2 Deposited Plan 4269, Coloured Orange Survey Office Plan 20909 and Coloured Orange Survey Office Plan 20980 and being all of the land comprised in Computer Freehold Register WN530/53

together comprising 419.9323 hectares more or less (together called "the Land") on and subject to the conditions set out in the Schedules to this Agreement:

1. The Owner agrees to
 - (a) Give to the Crown on settlement an executed and valid conveyance or other assurance of the Land free from encumbrances; and
 - (b) Accept the Compensation and the other payments in Schedule B in full settlement of compensation for the Land together with the rights, easements, and appurtenances thereto belonging and of all claims and demands in respect of the acquisition of the Land including but not limited to damage to the surrounding land by severance or otherwise,
2. The Owner authorises the Crown to retain and pay (if demanded) to the persons entitled the whole or a sufficient portion of the Compensation to release the Land from all encumbrances affecting the same;
3. The Owner further agrees to adduce a good title to the Land and to comply with the requirements set out in the Schedules.
4. This agreement shall not be binding on the Crown until signed on behalf of the Crown.

*Signed by JOHN HAYES PERKINS



in the presence of: 
Signature of witness

Name of witness **Leo H. Watson**

Address of witness **Barrister
Paekakariki
Kapiti Coast**

Occupation of witness

I accept the above offer to sell/confirm the above agreement to take by Proclamation or Declaration.

CC

Signed

by: 
Signature of Authorised Officer

KERRY McPHAIL

Name of Authorised Officer

For and on behalf of Her Majesty the Queen and acting pursuant to delegated authority from the Chief Executive of Land Information New Zealand pursuant to Section 41 of the State Sector Act 1988

in the presence of: 
Signature of witness

Name of witness **Natasha Pollard**

Address of witness **Crown Property Clearances
Land Information New Zealand
155 The Terrace
Wellington**

Occupation of witness

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Schedule A: Conditions relating to Transfers

(1) Date of Settlement

1.1 The date of settlement shall be the later of either 22 February 2013 or such other date as may be nominated by the Owner after giving the Crown not less than 10 working days notice ("the Settlement Date"), PROVIDED THAT:

1.1.1 Subject to clause 1.1.2, the last date for vacant possession of the Land shall be 28 June 2013; and

1.1.2 If the principal dwelling and curtilage of the residence in which the Owner currently resides ("the farmstead") cannot be reasonably vacated by the Owner at the Settlement Date, then the Crown agrees to grant to the Owner and the Owner agrees to accept a residential tenancy of part of the Land known as the farmstead commencing on the Settlement Date on the terms and conditions of the Residential Tenancy Agreement attached as Schedule E; and

1.2 Pending Settlement the Crown may prepare a Compensation Certificate and register it against the titles to the Land.

1.3 The Owner agrees and undertakes that from the date of this agreement, the Crown shall have unrestricted access during daylight hours to the part of the Land known as "Transmission Gully" after giving the Owner not less than 24 hours notice PROVIDED THAT where the Crown requires entry during lambing season (1 July to 31 October), all reasonable care will be taken to avoid disruption to stock and to minimise entry wherever possible during that period.

(2) Deposit

2.1 The Crown shall pay to the Owner on 22 June 2012 a deposit of \$592,200.00 (Five Hundred and Ninety Two Thousand, and Two Hundred Dollars) plus GST (if any).

2.2 The deposit shall be in part payment of the purchase price.

(3) Possession & Apportionments

3.1 Possession of the Land shall be given to the Crown subject to;

3.1.1 the Signage Licenses; and

3.1.2 the Telecommunications Leases

and the Owner shall provide the Crown with any keys and remote door openers for the buildings and other improvements on the Land, which are held by the Owner. Net rates shall be apportioned on the Settlement Date.

3.2 On settlement the Owner shall provide to the Crown original copies of the Signage Licenses and the Telecommunications Leases and all other documents relating to the same in the Owners possession.

3.3 The Owner shall collect the rental/licence fee (or other tenant payments) in respect of the Signage Licenses and the Telecommunications Leases up to the day of settlement of the said sale (and apportion in favour of the Crown any rental/licence fee paid in advance for a period beyond the day of settlement) after which the Crown will be entitled to collect the rent/licence fee.

(4) Execution of Transfer

4.1 Upon payment of the Compensation and any apportionments by the Crown the Owner and all other necessary parties will execute in favour of the Crown a valid conveyance or other assurance of the Land free from encumbrances.

4.2 The Crown's obligations under Schedule A, clause 4.1 shall be met by the Crown's solicitor certifying and signing within a reasonable time prior to the Settlement Date the transfer instrument in the Landonline Workspace created for the transaction by the Crown's solicitor.

4.3 The Owners' obligations under Schedule A, clause 4.1 shall be met by the Owner's solicitor preparing, certifying, signing and pre-validating within a reasonable time prior to the Settlement Date in such Landonline Workspace the transfer instrument and all other instruments required to confer title on the

Crown in terms of the Owner's obligations under this agreement and releasing the same upon settlement so that the Crown's solicitor can then submit immediately after settlement for registration.

(5) Insurance

Insurance premium shall not be apportioned and the Land shall remain at the sole risk of the Owner until the Settlement Date and if any damage is done to the Land prior to Settlement Date other than by the Crown such damage shall be made good by the Owner prior to Settlement Date or the cost of making good such damage shall be deducted from the Compensation.

Schedule B: Conditions relating to land taken or to be taken by Proclamation or Declaration

Not Applicable

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SCHEDULE C – SPECIAL CONDITIONS

Settlement

1. a. The Compensation comprises:
- | | |
|--|---------------------------|
| Dwelling and curtilage
(situated on part of the land comprised in CFR 277518) | \$ 350,000 (incl GST) |
| Land and all improvements | \$5,570,000 (plus GST) |
| Solatum | \$ 2,000 |
| Total plus GST (if any) | <u>\$5,922,000</u> |
- b. GST will only be payable on production of a valid tax invoice prepared in accordance with section 24 of the Goods and Services Tax Act 1985.
- c. The parties agree that the supplies made pursuant to this agreement are subject to the provisions of the Goods and Services Tax Act 1985 ("the Act"), as amended by the Taxation (GST) and Remedial Matters Act 2010, and zero rated by virtue of section 11(1)(mb) of the Act.
- d. The Owner warrants that at the date of this agreement the Owner is a registered person as required by the Act, and will still be a registered person at the Settlement Date.
- e. The Crown warrants that it is a registered person as required by the Act, is acquiring the Land for the purpose of making taxable supplies and that will also be its intention at the Settlement Date.
- f. The parties acknowledge and agree that at the date of this Agreement the dwelling and curtilage located on the Land is the Owner's principal place of residence and does not form part of the Owner's taxable activity for the purposes of the Goods and Services Tax Act 1985, and the Owner warrants that it will still not form part of the Owner's taxable activity at the Settlement Date.
- g. The Owner acknowledges that the Compensation is in full and final settlement of all claims under the Public Works Act 1981 in relation to the acquisition of the Land by the Crown.
- h. The Crown shall pay the Compensation on the Settlement Date.
- i. The Owner acknowledges and agrees that the Crown will tender settlement by way of an electronic transfer of funds drawn on the account of NZTA.
2. The Owner agrees to a duly authorised representative of the Crown entering on to the Land on one occasion on or before the Settlement Date to inspect the Land and chattels and their state of repair. The Crown shall, as soon as reasonably practicable after the inspection, notify the Owner of any defect in, or damage to the Land and/or the chattels that has occurred in the period between the date of the agreement and the date of inspection. If any damage or defect is identified by the Crown prior to the Settlement Date such damage or defect shall be made good by the Owner prior to the Settlement Date or the cost of making good such damage shall be deducted from the Compensation. Should the Owner be required to make good the damage or defect, the Crown shall be entitled to inspect the Land and the chattels one further time before the Settlement Date to ensure compliance with any requirement. If the Owner fails to move any possessions from the Land by the Settlement Date, the estimated cost to the Crown in moving such possessions including costs incurred in storing the possessions elsewhere (if required by the Crown at the Crown sole discretion) shall be deducted from the Compensation.
3. As soon as practicable after the Settlement Date the Owner must forward a notice to the relevant territorial local authorities advising of the change of owner of the Land. The Crown agrees to provide the form of notice at its expense and forward it to the Owner within a reasonable time prior to the Settlement Date.

Other payments and reimbursements

4. As part of the Compensation, and pursuant to section 72 of the Public Works Act 1981, the Crown shall pay to the Owner on the Settlement Date the sum of \$2,000.00 by way of solatum. This solatum payment is not subject to the imposition of GST.
5. The Crown shall reimburse the Owner's fair and reasonable legal and valuation costs incurred in the negotiation and settlement of this agreement on production of accounts or receipts in accordance with the provisions of section 66(1)(a)(ii) of the Public Works Act 1981.
6. The Crown shall reimburse the Owner's reasonable valuation, professional farm advisor, and legal costs incurred in respect of the acquisition of land acquired in substitution for the land on production of accounts or receipts in accordance with the provisions of section 66(1)(a)(iii) of the Public Works Act 1981.

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7. a. The Crown shall reimburse the Owner's reasonable costs incurred in relocating from the Land to other land acquired by the Owner in substitution in accordance with the provisions of section 66(1)(a)(iv) of the Public Works Act 1981.
- b. To determine relocation costs payable by the Crown under Clause 8(a) the Owner shall obtain not less than three written independent industry quotes for each item of relocation work and forward such quotes to the Crown together with a recommendation as to which quote in the opinion of the Owner should be accepted. Following receipt of any quotes the Crown shall in good faith negotiate with the Owner and subject to clause 7(c) below shall within ten working days advise the Owner which quote shall be accepted for any item of work.
- c. In the event the Crown is not satisfied with any quotes given by the Owner the Crown may in its discretion obtain a further quote or quotes for any item of work and may require the work to be completed in accordance with any such quote. The Crown shall obtain any quotes required pursuant to this Clause 8(c) and advise the Owner of acceptance of such quote or alternatively of acceptance of one of the Owner's quotes within fifteen working days of receipt of quotes obtained by the Owner pursuant to Clause 8(b) above.
- d. Following acceptance of any quote the Crown shall meet the costs of work reasonably completed in accordance with such quote upon production of account or receipt.
- e. The quotes shall include the reasonable cost of insurance.
8. The Crown shall reimburse the Owner's reasonable power and telephone non-refundable connection fees to be incurred in moving from the Land to another property acquired in substitution for the Land. For the avoidance of doubt this will not include any physical cabling work that may be required.
9. The Owner acknowledges that the disturbance payments payable in accordance with Schedule C, clauses 4 to 8 (inclusive) are part of the total entitlement payable under this agreement. The Owner must provide a tax invoice with respect to such payments in accordance with section 24 of the Goods and Services Tax Act 1985. Where the Owner is not registered for GST, the Owner must provide an invoice for the full amount of the disturbance payments referred to in Schedule C, clauses 4 to 8 (inclusive).

Warranties

10. The chattels included in the sale are itemised in the attached Schedule D. The Owner warrants and undertakes that at the Settlement Date:
- a. The chattels are the unencumbered property of the Owner; and
- b. The chattels are in the same state of repair (fair wear and tear excepted) as they were at the date of this agreement.
11. The Owner warrants and undertakes that at the date of this agreement:
- a. The Owner has no knowledge of any requirement and has not received any notice from any tenant or any local or government authority which affects the Land in any way and which has not been disclosed to the Crown, and
- b. Other than that which has been disclosed to the Crown, where the Owner has undertaken any work on the Land for which a permit or building consent was required by law, the Owner obtained the permit or building consent, completed the work in accordance therewith, obtained a Code Compliance Certificate (if applicable) and complied with the provisions of the Building Act 2004 at all times, and
- c. The Owner has not given any consent or waiver under the Resource Management Act 1991 which directly or indirectly affects the Land.
12. The Owner warrants and undertakes that at the Settlement Date:
- a. The Owner has delivered to the Crown all notices and demands received after the date of the agreement from any tenant or any local or government authority unless the Owner has satisfied the notice or demand. If the Owner has failed to deliver to the Crown or satisfy the notice or demand then the Owner shall be liable for any costs or penalties arising from such failure, and

- b. There are no arrears of general or water rates or charges outstanding on the Land, and
- c. The Owner has not given any consent or waiver in relation to any application under the Resource Management Act 1991 which directly or indirectly affects the Land, and
- d. Where, under section 100 of the Building Act 2004, any building on the Land requires a compliance schedule all obligations imposed on the Owner under the Building Act 2004 have been complied with.
13. The Owner warrants that to the best of its information and belief, that other than that which has been disclosed to the Crown:
- a. There are no contaminants (as the term is defined in the Resource Management Act 1991) present on the Land;
- b. The Owner has not dealt with any contaminant except in accordance with the Resource Management Act 1991;
- c. No one has ever used any part of the Land as a landfill or waste dump except for occasional and immaterial disposal of non-toxic domestic waste; and
- d. There are not currently nor have there been in the past any storage tanks containing contaminants on the Land.
14. The Owner warrants that as at the date of this agreement the Land is not subject to a "short term lease", as defined by section 207 of the Property Law Act 2007. The Owner further warrants and undertakes that as at the Settlement Date the Land will not be subject to a short term lease.
15. Settlement shall not be deferred, but the Crown reserves its right to seek compensation from the Owner and reserves all its remedies at common law and equity if the Owner breaches any warranty granted by Clauses 10 to 14 (inclusive) of this Schedule C.

Surrender of Existing Lease

16. The parties acknowledge that pursuant to a Deed of Lease the Owner is the lessee of adjoining land owned by the Crown being 15.1600 hectares (subject to survey) being Part Lots 1 and 4 Deposited Plan 368307 ("the Lease") (such land being owned by the Crown by virtue of an agreement for sale and purchase pursuant to the Public Works Act 1981 recorded against CFR 277518 by Compensation Certificate 5653133.1). The parties acknowledge and agree that the transfer of the Land shall operate as an assignment of the Lease in accordance with Clause 7.1 of the Lease and that the Lease shall merge in the reversion and be extinguished on the Settlement Date but without prejudice to either party's rights arising under the Lease before such date. The Owner acknowledges and agrees that the assignment of the Lease to the Crown does not entitle the Owner to any compensation or costs (under the Public Works Act 1981 or otherwise) in respect of such assignment.

Compensation Certificate 5653133.1

17. The parties acknowledge and agree that the obligations and benefits created by Compensation Certificate 5653133.1 transfer along with the Land to the Crown, and for the avoidance of doubt any obligations on the Crown required by virtue of Compensation Certificate 5653133.1 or the agreement to which it relates may be waived or otherwise varied or dealt with howsoever by the Crown while it is registered proprietor of the Land at the Crown's sole discretion.

Legalisation

18. Without limiting the effect of section 40 of the Public Works Act 1981, the Owner acknowledges that only the part of the Land is required for the Works and the balance is being acquired as severance as described in Section 119 of the Public Works Act 1981 at the Owner's request. Notwithstanding this the Crown shall acquire all of the Land for use in connection with a road pending completion of final survey and declaration as road and severance pursuant to Sections 114 and 119 of the Public Works Act 1981.
19. The Owner acknowledges that following completion of the roading project and legalisation all or part of the Land may be declared Motorway by Order in Council under section 71 of the Government Roding Powers Act 1989.

General

19A. The parties acknowledge that the Owner was a willing party to the acquisition evidenced herein principally because parts of the Land had been notified.

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20. The Owner agrees that the Owner will not lodge any submission in opposition to the Works in relation to the Land or participate in any objection or appeal which opposes any designation, resource consent or notice of requirement, or take any other action which may have the effect of preventing or interfering with the Crown's future plans in relation to the Land and the Works or part thereof. This condition shall not merge upon settlement but shall remain enforceable to the fullest extent possible.
21. Prior to the Settlement Date the Owner will at his own expense maintain the buildings, improvements, and chattels situated on the Land in the same order and condition as at the date of this contract, fair wear and tear excepted.
22. The Owner hereby acknowledges that until accepted in writing this document is only an offer to sell to the Crown and its acceptance will not be anticipated and the Owner will not enter into any consequential commitments in reliance of this offer being accepted by the Crown. This agreement shall not be binding on the Crown until signed on the Crown's behalf. Any variation of this agreement shall not be binding on the Crown unless signed on behalf of the Crown.
23. The parties acknowledge and agree:
- That where any obligation or agreement hereunder remains unperformed at settlement of the sale of the Land then that obligation or agreement, notwithstanding any rule of law equity to the contrary, shall enure until fully discharged by performance and in no circumstances whatsoever shall merge upon settlement of the sale of the Land evidenced herein.
 - That reference to the Crown includes NZ Transport Agency where the context requires this and vice versa.
24. The parties agree that the purchase price does not include any capitalised interest and the purchase price is the lowest price for the purpose of valuing the Land acquired in accordance with Section 6W 3(3) of the Income Tax Act 1997. The parties agree that they will compute their taxable income for the relevant period on the basis that the purchase price includes no capitalised interest and they will file their tax returns accordingly.

Note: The Owner should initial this side of the page, any alterations in print, additions to print and attachments and should be given a copy of this form for his own use.

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SCHEDULE D - Chattels List (ATTACH)

Location	Chattel List
Farm	Water Tanks (1) <i>by shower dip</i> <i>MP</i> Water Troughs (4) Shower Dip <i>K</i>
Farmstead	Drapes Carpets Light Fittings Wall Oven Benchtop Stove Hallway Heater Clothesline
Farm Cottage	Drapes Light Fittings Stove
Shearer's Quarters	Stove

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Tenancy Agreement

Landlord Details:	
Landlord:	Darroch Limited - acting as agents for the New Zealand Transport Agency
Postal Address:	New Zealand Transport Agency, c/ Darroch Ltd, PO Box 1345, Wellington
Phone:	(04) 472 3579
Fax:	(04) 472 0713
Address for Service:	Level 10, State Insurance Tower, 1 Willis Street, Wellington
	Free Phone: 0900 800 885
	Email: reception@wellington.darroch.co.nz
Tenant Details:	
Tenant:	John Hayes Perkins
Postal Address:	324 State Highway 1 Paekakariki
Home Phone:	
Work Phone:	
Address for Service:	
Date of Birth:	
	Mobile:
	Fax/Email:
	Occupation:
Tenant Next of Kin (not living with you):	
Postal Address:	
Home Phone:	
Work Phone:	
Relationship to Tenant:	
	Mobile:
	Fax/Email:
	Occupation:
Tenancy Details:	
Address of Premises:	324 State Highway 1, Paekakariki being the house and curtilage only as shown (cross hatched in yellow on the attached plan and labelled Farmstead Tenancy).
Property ID:	
Landlord's Chattels:	Stove, TV aerials, Light fittings, Floor Coverings, Curtains/Blinds, Appliances The landlord, where necessary, will repair or replace ONLY the property stove and fixed heating (eg existing wood burner and gas heaters in existing fire places). The landlord is not responsible for the maintenance, repair or replacement of any removable electric or gas heaters, dishwashers or washing machines or any of the tenants chattels, fixtures and fittings or furniture.
The Landlord and the Tenant agree that:	
1. The tenancy shall commence on:	2 <u>1 July 2013</u>
2. The rent per week shall be:	\$450 per week payable weekly in advance
3. The rent shall be paid by:	Automatic Payment to New Zealand Transport Agency, Bank Of New Zealand, North End, Wellington Branch account 02-0636-0306315-04
4. The tenant shall pay a bond of:	\$1720
5. This is a fixed term tenancy, for a term commencing on the commencement date and expiring at midnight on 26 November 2012 <u>25 November 2013</u> , provided always that the tenant may terminate this tenancy at any time upon giving at least 21 days written notice.	
6. The tenant shall not assign (transfer) or sublet the tenancy.	
7. The tenant shall pay the Landlord's reasonable costs for the enforcement of any breach of this tenancy agreement.	
8. This tenancy is subject to the Residential Tenancies Act 1986.	
9. The number of persons residing in the premises shall not exceed: <u>4</u>	
10. The tenant shall be responsible for all grounds maintenance work including mowing of lawns (unless otherwise agreed).	
11. Pets are only permitted with the landlord's prior written consent, on such terms and conditions that landlord determines.	
12. The tenant shall on demand from the landlord pay all charges for electricity, gas, telephone and cable and for water where metered water is supplied to the premises (other than fixed charges for water and the costs of standard meter readings).	
13. The tenant acknowledges that immediately prior to the grant of this tenancy the tenant owned and occupied the premises. The tenant accordingly agrees that: (a) the landlord shall have no obligation to keep and maintain the premises in any better state of repair and condition than they are in as at the commencement date; (b) the landlord has no obligation to provide any further or additional services or facilities to the premises; and (c) the premises are let to the tenant in their present state of repair and condition. The present state or condition of the premises is as indicated on the attached Property Inspection Report (as set out on page 4 of this tenancy agreement) and the photographs attached at the end of the tenancy agreement.	
14. The "Further Rights and Responsibilities of Landlord and Tenant" under this tenancy agreement are set out on Page 3 of the	

Handwritten initials/signature



NZ TRANSPORT AGENCY
TAHAKA KAIKORORI

tenancy agreement and have been noted, understood and agreed to by both parties.
15. This tenancy agreement comprises of [] pages (including the photographs referred to in clause 13 above).

Signed by the Tenant:

Signed by the Landlord by

Name:

Date:

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[Handwritten signature]

Further Rights and Responsibilities of Landlord and Tenant

The provisions below include extracts from the Residential Tenancies Act 1986.

Agreement

Each party is entitled to a signed copy of the Tenancy Agreement and any amendments to it.

Rent

The Landlord may not require payment of more than two weeks' rent in advance.

Any rent increase must be notified in writing at least 30 days in advance and can only take effect at least 180 days after the last increase.

A receipt for rent paid must be given unless rent is paid:

- (i) by automatic payment from the Tenant's bank account; or
- (ii) to a special rental account operated by the Landlord; or
- (iii) by a non-negotiable personal cheque.

The Tenant must pay the rent in full when it is due.

Bond

A bond is money paid by the Tenant to cover any damage or loss to the Landlord where the Tenant has not met its obligations. A bond does not cover fair wear and tear. A bond may not be more than four weeks' rent and must be held by the Office of Treaty Settlements in the Residential Tenancies Trust Account. Where a bond is paid to the Landlord a receipt must be issued.

Responsibilities

The Landlord must:

- (i) provide the premises in a reasonable state of cleanliness;
- (ii) comply with building, health and safety requirements;
- (iii) pay insurance, land tax, rates, and the minimum charge for water;
- (iv) not interfere with the tenant's quiet enjoyment of the Premises;
- (v) not seize the tenant's goods for any reason;
- (vi) inform the tenant if the property is on the market for sale, or is to be put on the market for sale; and
- (vii) not interfere with the supply of any services to the premises.

The Tenant must:

- (i) pay the rent on time and as directed by the Landlord;
- (ii) keep the property reasonably clean and tidy and notify the Landlord of any repairs needed;
- (iii) use the premises principally for residential purposes;
- (iv) pay all electricity, gas, telephone and metered water bills;
- (v) not damage or permit damage to the premises and to inform the Landlord of any damage;
- (vi) not disturb the neighbors or the Landlord's other tenants and not allow any noisy parties;
- (vii) not make alterations to the premises without the Landlord's prior written consent;
- (viii) not use the premises for any unlawful purposes;
- (ix) leave the property, including the chattels and the lawn and garden, clean and tidy and free of rubbish and possessions at the end of the tenancy and return all keys as directed by the Landlord;
- (x) not exceed the numbers of occupants as stated on the Tenancy Agreement.

Rights of entry

The Landlord can only enter the premises between 8.00 am and 7.00 pm when:

- (i) the Tenant's agreement;
- (ii) in an emergency;
- (iii) on 24 hours' notice if work is required; or
- (iv) on 48 hours' notice for inspection.

Subletting and assignment

The Tenant shall not assign, sublet or part with possession or occupation of the premises or any part thereof or of the Landlord's chattels or remove any of the chattels from the premises.

Locks

Locks must not be changed without the consent of the other party.

Notice to terminate

The Landlord must give at least 90 days' notice of termination unless the Premises are to be occupied by the Landlord or a member of the Landlord's family or where the Landlord has sold the Premises with vacant possession, in which case at least 42 days' notice must be given.

The Tenant must give at least 21 days' notice.

Notice to terminate must be in writing, and must be signed by the party giving the notice, or that party's agent.

Immediate termination

The Landlord may obtain an order from the Tenancy Tribunal to terminate a tenancy immediately in any case where:

- (i) rent is at least 21 days in arrears;
- (ii) the tenant has caused or threatened to cause substantial damage to the Premises; or
- (iii) the tenant has assaulted or threatened to assault the Landlord, a member of the Landlord's family, or a neighbour.

Mitigation of loss

If one party to the tenancy agreement breaches it, the other party must take all reasonable steps to limit the damage or loss arising from the breach.

Disputes

In the case of a dispute or breach of agreement both the Tenant and the Landlord can approach Tenancy Services for advice and mediation.

Handwritten signature and initials in blue ink, including a large 'W' and 'J.P.' with '11' below it.

Property Inspection Report

ADDRESS:

QPM No:

	ITEM	CONDITION ACCEPTABLE		DAMAGE/DEFECTS AT START/FINISH OF TENANCY	LIST OF FURNITURE AND CHATELS
		LANDLORD	TENANT		
Lounge	Walls/doors				
	Lights/power points				
	Floor/floor coverings				
	Windows				
	Blinds/curtains				
Kitchen/Dining	Walls/doors				
	Lights/power points				
	Floor/floor coverings				
	Windows				
	Blinds/curtains				
	Cupboards				
	Sinks/benches				
	Oven				
Bathroom	Walls/doors				
	Lights				
	Floor/floor coverings				
	Windows				
	Blinds/curtains				
	Mirror/cabinet				
	Bath				
	Shower				
	Wash basin				
	Toilet (WC)				
Laundry	Walls/doors				
	Lights/power points				
	Floor/floor coverings				
	Windows				
	Blinds/curtains				
	Wash tub				
Bedroom 1	Walls/doors				
	Lights/power points				
	Floor/floor coverings				
	Windows				
	Blinds/curtains				
Bedroom 2	Walls/doors				
	Lights/power points				
	Floor/floor coverings				
	Windows				
	Blinds/curtains				
Bedroom 3	Walls/doors				
	Lights/power points				
	Floor/floor coverings				
	Windows				
	Blinds/curtains				
General	Locks				No of Keys supplied =
	Rubbish bins				
	Garage/carport				
	Grounds				
Signed by the Tenant:				Signed by the Landlord by	
Date: _____				Date: _____	
Date: _____				Date: _____	

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K.P.
K

Legend

Access Tracts

Required Land

Residential Tractancy

Licensed Boundary



RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982



20/11/82
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Legend

- Access Tracks
- Required Land
- Residential Tenancy
- Licensed Boundary

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

