

## TENANCY AGREEMENT

Date: 18<sup>th</sup> September 2012

**Parties:** **Hastings District Council**, a local authority incorporated under the Local Government Act 2002, ("**the Landlord**").

**Heretaunga Women's Centre Incorporated**, an incorporated society incorporated under the Incorporated Societies Act 1908 under number 661466, ("**the Tenant**").

### Background

- A) **The Tenant** has been the tenant of part of the Hastings Women's Rest on the corner of Russell Street and Eastbourne Street Hastings, since 1<sup>st</sup> August 1992 on a tenancy terminable by either party by 1 month's written notice.
- B) The Royal New Zealand Plunket Society Hawke's Bay Area Incorporated ("**Plunket**") has been the tenant of the balance of the Hastings Women's Rest since 1<sup>st</sup> April 1994 but terminated its tenancy and vacated its premises on 31<sup>st</sup> July 2012.
- C) **The Tenant** has asked **the Landlord** to extend its tenancy to include the area vacated by **Plunket** so that it can better meet the need for its counselling and other services.
- D) **The Landlord** has agreed to that extension to the **Tenant's** premises but in so doing has notified **the Tenant** that the Initial Evaluation Procedure for the Hastings Women's Rest building by Sigma Consulting Engineers has evaluated the building as being at 25.8% of New Building Standard. **The Landlord** has further advised that that figure might rise when a more detailed evaluation is carried out.

**The Landlord grants to the Tenant a tenancy of the Hastings Women's Rest as shown outlined in black on the attached plan on the following terms and conditions:**

1. Starting Date  
The term of the tenancy begins on Monday 1<sup>st</sup> October 2012.
2. Term  
The term of the tenancy shall run from the starting date until terminated by either party giving three months' written notice of termination to the other party.
3. Rental  
The annual rental shall be \$600 (plus GST) payable 3-monthly in advance. The rental shall be reviewed every 3 years on the anniversary of the

starting date to the then-current rental payable in respect of leases of buildings on parks and reserves payable by community groups.

4. Rates

**The Tenant** is not liable for any payment towards rates in addition to the rental.

5. Utilities

**The Tenant** shall pay for all electricity, gas and telecommunication charges incurred in respect of the Hastings Women's Rest.

6. Maintenance

(a) **The Landlord** shall carry out:

- All external repairs and renewal work including repainting and graffiti removal;
- Structural repairs, programmed internal repainting and renewal of flooring;
- Major repairs and renewal work to the gas, water supply and drainage systems, replacement of plumbing features at the end of their lives;
- Major repairs and renewal work to the wiring and main switchboard, replacement of electrical fixtures at the end of their lives;
- Deep cleaning of toilets and sanitary fixtures;

(b) **The Tenant** shall carry out:

- The cleaning of the premises including the verandah and the exterior of windows;
- The supply of consumables to the women's toilets and baby changing rooms such as toilet paper, cleaning materials, sanitary collection, towels and soap;
- Day to day electrical repairs including replacement of switches, powerpoints, light fittings, lamps, bulbs and fuses/breakers; repairs to electrical fixtures such as stoves, hand-dryers and water heaters;
- Day to day plumbing repairs including replacement of washers, taps, and other minor fixtures; clearance of blockages to plumbing and drainage;
- Day to day repairs including broken windows, easing of doors and replacement of hardware such as door latches, locks and hinges; interior local repainting; repairs to floor coverings.

7. Improvements

**The Tenant** shall be responsible for all improvements required for **the Tenant's** use of the Hastings Women's Rest including additional powerpoints, lighting and redecoration. All alterations will be subject to the **Landlord's** approval. which will not be unreasonably withheld.

8. Earthquake Strengthening

As noted in Background D, Hastings Women's Rest has been given an initial evaluation of 25.8% of New Building Standard. It is noted that buildings less than 33% of New Building Standard are considered earthquake-prone

However, it is further noted that the Hastings Women's Rest was built in 1921, survived the 7.9 Hawke's Bay Earthquake of 1931, and that some earthquake strengthening was carried out in 1993.

**The Landlord** will use its best endeavours to have a detailed evaluation completed by 30<sup>th</sup> June 2013, it being noted by both parties that the demand for such professional services is at an all-time high.

The parties will then meet to discuss what works might be required for the Hastings Women's Rest. In the event of remedial work being required to meet earthquake strengthening requirements, the **Landlord** retains the sole discretion as to the nature and level of strengthening to be undertaken.

9. Women's Public Toilets

(a) In return for **the Tenant** carrying out the cleaning, minor maintenance and provisioning of the women's toilets and baby changing rooms, **the Landlord** shall pay to **the Tenant** an annual sum payable quarterly in advance to be invoiced by **the Tenant** to **the Landlord**. This sum will be reviewed not less than once every two years by the parties following negotiations carried out in good faith.

(b) **The Tenant** shall keep the women's public toilets and baby changing rooms open for use between 9am and 4pm Monday to Friday (not including statutory holidays) and such other hours (if any) as **the Tenant** may select.

10. Back Verandah and Yard

**The Tenant** shall have an exclusive right to use, and shall accordingly maintain, the yard and verandah at the rear of the Hastings Women's Rest.

11. Insurance

**The Landlord** shall pay for the insurance of the fabric of the Hastings Women's Rest building. **The Tenant** shall arrange such insurance as it requires for its furniture, equipment and other needs.

12. No Subletting

**The Tenant** shall not assign its interest under this tenancy nor sublet to any person or body.

13. No Animals

No dogs, cats or other animals shall be kept on the premises or encouraged to visit. This exclusion does not apply to working guide dogs.

14. Dispute Resolution

**Negotiation:** If any dispute or difference arises between the parties concerning the construction or performance of this agreement or the rights and liabilities of the parties, the parties will actively, openly and in good faith discuss that dispute or difference with a view to resolving it by mutual agreement. Neither party shall commence any litigation in relation to this agreement unless it has provided an opportunity for the

representatives of both parties to meet for the purpose of endeavouring to resolve the dispute or difference by mutual agreement.

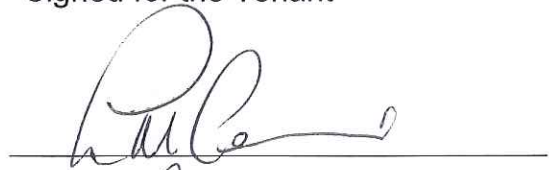
**Mediation:** Any dispute or difference arising under this agreement which cannot be settled by active, open and good faith discussion between the parties will be submitted to mediation before either party commences any litigation. Either party may initiate mediation by giving written notice to the other. If the parties cannot agree a mediator within two working days of the notice, then a mediator will be appointed by the President for the time being of LEADR New Zealand Inc or its successor.

Signed for the Landlord



R. B. McLeod, Chief Executive

Signed for the Tenant



LORNA COWAN Print Name

CHAIRPERSON Print Position

