

10 March 2025

File Ref: IRC-7953

s7(2)(a)
s7(2)(a)

Tēnā koe s7(2)(a)

Thank you for your email of 14 February 2025 to Te Kaunihera o Pōneke | Wellington City Council (the Council) requesting information regarding the Karori Events Centre. Your request has been considered under the Local Government Official Information and Meetings Act 1987 (LGOIMA). Please find my response below.

1. *Did the Council receive any actual monetary payment for the vacant site on the corner of Campbell Street and Karori Road?*
2. *If yes,*
 - a. *how much did WCC receive for the sale? and*
 - b. *what has happened to that money?*
3. *If no, why not?*

The sale price will be public information once settlement is achieved, but until settlement, there are confidentiality requirements in our agreement with the developer. Settlement will occur on or before 1 June 2025.

For this reason, I am withholding this portion of your request pursuant to section 7(2)(b)(ii) of the LGOIMA, would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information, and section 7(2)(c)(i) of the LGOIMA, to protect information which is subject to an obligation of confidence or which any person has been or could be compelled to provide under the authority of any enactment, where the making available of the information would be likely to prejudice the supply of similar information, or information from the same source, and it is in the public interest that such information should continue to be supplied.

4. *A copy of the full Deed of Gift, signed by Wellington City Council in 2022, including any conditions and appendices.*

Please find attached, as **Appendix 01** to my response, a copy of the Deed of Gift. Some information has been withheld pursuant to section 7(2)(a) of the LGOIMA, to protect the privacy of natural persons, and section 7(2)(f)(ii), to maintain the effective conduct of public affairs through the protection of such members, officers, employees, and persons from improper pressure or harassment.

5. *Copies of any and all documentation, including letters, emails, memos, notes, advice from WCC officers to councillors, etc., that provide information as to when and why WCC officers (and subsequently councillors) decided that WCC should not honour its commitment to fund, finish and open the KEC.*

Advice was provided to Councillors through committee meetings, of which the meeting notes are available online. You can find them here:

- [Long-Term Plan, Finance and Performance Committee 9 November 2024](#) (page 238)
- [Long-Term Plan, Finance and Performance Committee 26 November 2024](#) (page 39)
- [Long-Term Plan Finance and Performance Committee 13 February 2025](#) (page 205)

Please find attached, as **Appendix 02**, a copy of an email that was sent to the Wharangi/Onslow-Western councillors to provide an update on the status of the Karori Events Centre. Some information has been withheld pursuant to section 7(2)(f)(ii), to maintain the effective conduct of public affairs through the protection of such members, officers, employees, and persons from improper pressure or harassment.

As per section 7(1) of the LGOIMA, I do not consider that in the circumstances of this response, the withholding of this information is outweighed by the other considerations which render it desirable to in the public interest to make the information available.

You have the right, by way of complaint under section 28(1) of the LGOIMA, to request an investigation and review of the Council's decision to withhold information by the Ombudsman. Information about how to make a complaint is available at www.ombudsman.parliament.nz or freephone 0800 802 602.

If you require further information, please contact official.information@wcc.govt.nz.

Nāku noa, nā



Danika Morris-Brown
Senior Advisor Official information
Official Information & Privacy
Wellington City Council

GS 1987

Deed

relating to

the gift of the "Karori Community Hall" and certain other arrangements

the Karori Community Hall Trust

the Trust

and

Wellington City Council

the Council

Date

22 / 12 / 22.

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This Deed is made on

2022

between (1) **the Karori Community Hall Trust** created under a deed of trust dated 16 July 2007 (Trust)

and (2) **Wellington City Council (Council)**

Introduction

- A. The Council is the registered owner of the Land and the Trust (as lessee) leases the Land pursuant to the Ground Lease.
- B. The Trust has fundraised to construct the Community Hall on the Land. The Council acknowledges that a range of funders and supporters from the Karori and wider community have financially contributed to the construction of the Community Hall.
- C. This deed sets out the terms and conditions upon which:
- i. the Trust agrees to surrender and the Council accepts the surrender of the Ground Lease as from the date of this deed and otherwise on the terms of this deed;
 - ii. the Trust will gift the Community Hall to the Council for community use on and subject to the terms of this deed; and
 - iii. the Council advises the Trust of its intentions with respect to the Community Hall (being, broadly, to use reasonable endeavours to carry out the Proposed Council Works, with a view to seeking to open the Community Hall as a community facility, each on and subject to the terms of this deed), but with no binding legal obligation on the Council in respect of the same.

It is agreed

1. Interpretation

1.1 Definitions

In this deed, unless the context otherwise requires:

Building Works means all construction works that the Trust has undertaken to construct the Community Hall, but does not include the Proposed Council Works;

Community Hall means the building and improvements constructed on the Land by or on behalf of the Trust and includes the Building Works;

Ground Lease means the lease between the Council (as lessor) and the Trust (as lessee) relating to 7 Beauchamp Street, Karori, Wellington dated 10 November 2016, as amended from time to time;

Guarantees and Warranties means all guarantees and warranties in respect of the Building Works given or to be given in favour of the Trust;

GST means tax charged or levied under the Goods and Services Tax Act 1985;

KCC means the Karori Community Centre Incorporated;

Land means part of the property situated at 7 Beauchamp Street, Karori, Wellington comprised in record of title 701992 as more particularly described in the Ground Lease;

Maximum Amount means \$1,900,000 (excluding GST, if any);

Premises means the premises as more particularly described in the Ground Lease;

Proposed Council Works means the works which the Council and the Trust agree are those which the Council proposes to undertake to complete the fitout of the Community Hall so as to deliver a flexible, multi-purpose community hall for Karori, for a cost which is an amount of no more than the Maximum Amount; and

Working Day means a day of the week other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, Waitangi Day, Wellington Anniversary Day and Matariki;
- (b) a day in the period commencing on (and including) the 24th day of December in any year and ending on (and including) the 5th of January in the following year; and
- (c) for clarity, the days observed as Waitangi Day or Anzac Day under section 45A of the Holidays Act 2003.

1.2 Words and references

In this deed, unless the context otherwise requires:

- (a) words importing one gender include any other gender;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a person includes a corporation sole and a body of persons whether corporate or unincorporated;
- (d) any provision of this deed to be performed or observed by two or more persons binds those persons jointly and severally;
- (e) reference to the Council and the Trust includes their respective successors, executors, administrators and permitted assigns;
- (f) reference to a clause is reference to a clause in this deed;
- (g) any reference to "including" is deemed to be followed by "without limitation"; and
- (h) a term of this deed must not be construed against a party by reason of the fact that that term was first proposed or was drafted by that party.

1.3 Statutes and Regulations

References to statutes, regulations, ordinances or by-laws will be a reference to them as amended from time to time and will be deemed to extend to all statutes, regulations, ordinances or by-laws consolidating or replacing them.

1.4 Headings

Headings, where used in this deed, are for reference only and do not in any way limit or govern the construction and interpretation of the terms of this deed.

2. Surrender of Ground Lease

2.1 Surrender of Ground Lease

On the date of this deed:

- (a) the Trust hereby surrenders and assigns to the Council all of its rights, title, interest and benefit in the Ground Lease and the Premises; and
- (b) the residue of the term of the Ground Lease shall be automatically surrendered and extinguished.

2.2 Acceptance of surrender and assignment

The Council accepts the surrender and assignment of the Ground Lease in accordance with clause 2.1 on the date of this deed.

2.3 No prejudice

The surrender of the Ground Lease set out above is without prejudice to the rights of each of the Council and the Trust in respect of any breach of any of the terms of the Ground Lease by the other party up to and including the date of this deed.

2.4 Trust to yield Premises

On the date of this deed, the Trust shall yield up the Premises in a clean and tidy condition.

2.5 No requirement to reinstate

Subject to the Trust complying with its obligations in this clause 2, the Trust will not be required to reinstate, redecorate or otherwise reinstate the Premises as required under the Ground Lease.

2.6 No unremedied breach

The Trust represents to the Council that it is not aware of any breach of any term of the Ground Lease that is unremedied at the date of this deed.

3. Gift of the Community Hall

3.1 Gift

The Trust gifts the Community Hall to the Council on the terms and conditions set out in this deed.

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3.2 Value of Gift

- (a) The Trust and the Council agree that the Community Hall is being gifted to the Council and that, for the avoidance of doubt, no consideration shall be payable by the Council to the Trust for the gift of the Community Hall.
- (b) For GST purposes, the parties acknowledge that the transfer of the Community Hall is for nil consideration, and that the undertaking of any Proposed Council Works is a voluntary contribution by the Council in its discretion and is not consideration for any supply made by the Trust.

3.3 Trust's obligations

- (a) On the date of this deed:
 - (i) the Trust will yield the Community Hall to the Council with vacant possession and in clean and tidy manner and in good order, repair and condition, including providing the Council with all keys, access codes or other such items required to enable the Council to take possession;
 - (ii) possession of and all of the Trust's rights, title and interest in and to the Community Hall is hereby given by the Trust and taken by the Council; and
 - (iii) the Trust hereby transfers legal and beneficial ownership of the Community Hall to the Council, free from all charges, encumbrances and other security interests.
- (b) The Trust and the Council shall each take all such steps as may be necessary to give effect to the gift of the Community Hall to the Council including, but not limited to, executing any other documentation that may be required to effect the transfer of the Community Hall from the Trust to the Council.

3.4 Interrelationship between gift and Ground Lease

The parties agree that the Trust's obligations upon entering this deed, as set out in clause 3.3, are interdependent with, and will happen automatically but immediately prior to, the surrender of the Ground Lease set out in clause 2.

3.5 Warranties

- (a) The Trust warrants to the Council as at the date of this deed that:
 - (i) it has not knowingly or deliberately withheld from the Council any information regarding the Community Hall, which, on a reasonable view, would be material to a purchaser of the Community Hall;
 - (ii) it is not in breach of and has complied with all terms of the Ground Lease, including, without limitation, the insurance obligations;
 - (iii) except as set out in clause 3.6, it has no knowledge or notice of any fact which might result in proceedings being instituted by or against the Trust or the Council in respect of the Community Hall;
 - (iv) it has obtained all necessary authorisations for the execution, delivery and performance of its obligations under this deed in accordance with its terms, including, without limitation, the gift of the Community Hall pursuant to clause 3;

- (v) it has full power and capacity to enter into and perform its obligations under this deed, including, without limitation, the gift of the Community Hall pursuant to clause 3;
- (vi) it will not contravene any law by entering into or performing its obligations under this deed;
- (vii) except as set out in clause 3.6, in respect of the Building Works carried out by the Trust:
- (A) any permit, resource consent, or building consent required by law was issued for these works;
 - (B) to the Trust's knowledge, the works were completed in compliance with those permits or consents; and
 - (C) where appropriate, a code compliance certificate was issued for those works;
- (viii) it has not given any consent or waiver which directly or indirectly affects the Community Hall or the Building Works;
- (ix) except as set out in clause 3.6, it is not in breach of and has complied with all applicable laws in relation to the Community Hall and the Building Works in all material respects;
- (x) it has not granted any rights, title, interests or benefits in respect of the Community Hall to any third party;
- (xi) other than any contractor and consultancy agreements relating to the Building Works, the Trust does not own or control any assets relating to the Community Hall; and
- (xii) the Trust has notified all of the major funders and supporters who have financially contributed to the Building Works in response to the Trust's fundraising efforts for the Building Works of, and none have objected to, the Trust gifting the Community Hall to the Council for nil consideration.

3.6 Specific Disclosures relating to the Building Works

The Council acknowledges that the Trust has advised the Council of the issues and defects relating to the Community Hall and the Building Works listed in:

- (a) the Quintons Building Survey Report, dated 16 September 2020;
- (b) the Holmes Fire Review, dated 19 February 2021; and
- (c) the Architecture HDT Peer Review, dated 19 February 2021,

each, as set out in the email between the Council and the Trust dated 8 December 2022.

3.7 Trust website and social media and fundraising

- (a) The Trust will, on the date of this deed, update the following media to reflect the agreed statement and position set out in clause 3.7(b):
 - (i) the website <https://www.karorieventcentre.co.nz/>;

- (ii) its Facebook page relating to the Community Hall; and
 - (iii) any other websites, social media platforms relating to the Community Hall or otherwise.
- (b) The relevant updates will record that:
- (i) the Council has approval (as per the 1 September 2022 Social, Cultural and Economic committee decision) to accept the Community Hall as a gift;
 - (ii) the Council will use reasonable endeavours to complete the fitout of the building to the extent it can do so within its approved funding envelope with a view to the Community Hall being opened as a community facility, available for the Karori Community to use, but without any guarantee that this will be achievable; and
 - (iii) whether any retractable seating can be installed in the Community Hall will need to be considered and formally decided on from a funding and timing perspective.
- (c) The Council must agree to any wording to be used by the Trust which deviates from the wording in clause 3.7(b).

4. Council intentions

4.1 Council's intentions

- (a) Subject always to clause 4.2:
- (i) the Council advises the Trust that, as at the date of this deed, its intention is to use reasonable endeavours to carry out or cause to be carried out the Proposed Council Works once it owns the Community Hall, with a view to the Community Hall being opened as a community facility, but without being legally bound to do so and without giving any commitment as to timing or otherwise in respect of completion of all or any part of the Proposed Council Works. To the extent that it is carrying out all or any of the Proposed Council Works, it will use reasonable endeavours to the extent within its control to have Proposed Council Works carried out and completed with all reasonable speed in the circumstances; and
 - (ii) as at the date of this deed the Council expects to be in a position to carry out the Proposed Council Works within a reasonable time, to the extent within its control and subject to the other terms of this deed. It is recognised by the parties that it is possible that circumstances may change and that such changes may mean that the Council is unable to carry out the Proposed Council Works. Should the Council not be able to fulfil its intentions to carry out the Proposed Council Works within a reasonable time it will advise the Trust of the circumstances which have changed and of the reasons why its intentions to carry out the Proposed Council Works have not been able to be implemented.
- (b) If the Council is satisfied (in its sole discretion) that the installation of a retractable seating block into the Community Hall will not impose any additional costs on the Council or any delays to the Council completing the Proposed Council Works, the Council will notify the Trust that it is happy for retractable seating (to a specification satisfactory to the Council in its discretion) to be included within the Community Hall (a **Retractable Seating Notification**). If the Council provides a Retractable Seating Notification the parties agree that:

- (i) subject to funding having been secured by the Trust, the Trust will purchase the retractable seating, at its cost, on contractual terms which provide a direct acknowledgement from the supplier that the contract is for the benefit of and enforceable by the Council (including in respect of any warranties and guarantees) for the purposes of the Contract and Commercial Law Act 2017;
- (ii) the Trust will procure a specialist installer to install the retractable seating, at its cost;
- (iii) the parties will liaise to determine an appropriate time for the specialist installer referred to in (ii) to install the retractable seating, having regard to the Council's Proposed Council Works and its contractors' and consultants' requirements;
- (iv) if installed, the Trust hereby (without the need for further action or documentation) gifts the retractable seating to the Council on and with effect from the time of installation and, for the avoidance of doubt, no consideration shall be payable by the Council to the Trust for the gift of the retractable seating;
- (v) the retractable seating will be owned and maintained by the Council, once installed; and
- (vi) clause 7.2 shall apply as if the references to "Guarantees and Warranties" are to any and all contracts relating to the retractable seating that is the subject of a Retractable Seating Notice, references to "contractor" are to the relevant counterparties and the references to "the date of this deed" are to the date of the gift of the retractable seating.

4.2 Maximum Amount and Trust acknowledgements

- (a) The Trust acknowledges, accepts and agrees that:
 - (i) the Council is not legally bound to proceed with carrying out any or all of the Proposed Council Works and that clause 4.1 is a statement of Council's intentions as at the date of this deed, which if circumstances change, may alter;
 - (ii) notwithstanding anything else to the contrary in this deed or anywhere else, the Council will not in any circumstances spend more than the Maximum Amount in connection with any Proposed Council Works.

5. Stakeholder Reference Group

5.1 Establishment of Stakeholder Reference Group

- (a) Within 2 Working Days following the date of this deed, the parties will establish a governance group known as the 'Stakeholder Reference Group' (the **Stakeholder Reference Group**). Each party shall be entitled to appoint, remove and replace (by notice in writing to the other) two representatives which will comprise the Stakeholder Reference Group.
- (b) The Council will also request that KCC appoint two representatives (by notice in writing to the Council) who will, if appointed, form part of the Stakeholder Reference Group.

5.2 Role of Stakeholder Reference Group

- (a) The role of the Stakeholder Reference Group will be to

- (i) provide a forum for the stakeholders to work together at a strategic level and to identify and communicate any issues associated with the completion of the Proposed Council Works;
 - (ii) provide a forum for open and transparent kōrero and information sharing regarding the Community Hall and the completion of the Proposed Council Works;
 - (iii) promote constructive communication and a supportive and problem-solving approach between the Stakeholder Reference Group members in relation to the Community Hall and the completion of the Proposed Council Works; and
 - (iv) discuss and make recommendations to the Council regarding the Community Hall and the Proposed Council Works.
- (b) The Stakeholder Reference Group will meet monthly, or at such times as a majority of the Stakeholder Reference Group members (from time to time) may otherwise agree in writing.
 - (c) At each Stakeholder Reference Group meeting the Council representatives will provide an update on the current status in relation to the Proposed Council Works.
 - (d) Notwithstanding anything to the contrary in this deed, the Stakeholder Reference Group shall have no decision-making rights and all decision-making authority concerning the Proposed Council Works, and otherwise relating to the Community Hall, will remain solely with the Council, in its absolute discretion.
 - (e) The Council may, after consultation with the Shareholder Reference Group, if it decides it is not able to proceed with the Proposed Council Works, disestablish the Stakeholder Reference Group by giving notice to the Trust and to KCC.

6. Acknowledgement of Funders and Supporters and Use of Community Hall

- (a) The Council acknowledges that the Trust has raised substantial funds to contribute towards the costs of constructing the Community Hall in the local community on the basis that the Trust will ensure the Community Hall is widely available for community use and community purposes.
- (b) The Council agrees to acknowledge donors, supporters and contributors in consultation with the Trust (i.e., a donors' board or other appropriate acknowledgement) if the Community Hall is ultimately opened to the public. In particular, Council agrees to name:
 - (i) the kitchen the "Pickle Jar Kitchen";
 - (ii) the auditorium with a name to be agreed between the parties (each acting reasonably); and
 - (iii) the foyer with a name to be agreed between the parties (each acting reasonably).
- (c) The Council is, as at the date of this deed, party to a contract with KCC pursuant to which it provides certain funding to support the Karori community centre in Karori and the Council understands that KCC wishes to consider operating the Community Hall if the Proposed Council Works are completed and the Community Hall is opened to the public. Council officers are happy to discuss any proposal by KCC in relation to this,

noting that any decision whether to proceed would be subject in all respects to KCC securing additional funding which would be considered by the Council Kāwai whakatipu/Grants Subcommittee through the Social and Recreation Fund at one of its scheduled meetings and subject to any other Council approvals which may be necessary (in Council's discretion).

7. Contracts relating to the Community Hall

7.1 Assignment of rights relating to Guarantees and Warranties

- (a) With effect on and from the date of this deed, to the extent they are capable of assignment:
- (i) the Trust assigns all of the Trust's rights, title, interest and benefits under the Guarantees and Warranties to the Council; and
 - (ii) the Council accepts the assignment of the Trust's rights, title, interest and benefits under the Guarantees and Warranties.
- (b) The Trust warrants to the Council on the date of this deed that to the best of its knowledge and belief:
- (i) the Guarantees and Warranties are valid and subsisting; and
 - (ii) all obligations imposed on the Trust under each of the Guarantees and Warranties have been properly complied with and discharged by the Trust up until the date of this deed.
- (c) On and with effect from the date of this deed, the Trust agrees to provide all reasonable assistance to the Council to ensure that all guarantees and warranties relating to the Community Hall and Building Works which the Trust is entitled to (including all Guarantees and Warranties) are obtained (to the extent not already held by the Trust) and assigned to Council and otherwise dealt with in accordance with this clause 7.

7.2 Enforcement of Guarantees and Warranties

- (a) The Trust will use all reasonable endeavours to obtain the consent of any contractor which is party to any of the Guarantees and Warranties to the extent such consent is required under the Guarantees and Warranties to enable assignment in accordance with this deed.
- (b) Where, prior to the date of this deed, the Trust has been unable to obtain the consent of any relevant contractor to the assignment of the Guarantees and Warranties, and as a result, is unable to lawfully assign such Guarantees and Warranties to the Council, the Trust will, on and with effect from the date of this deed, hold such interests on trust for the Council and will enforce them at the request and cost, and for the benefit, of the Council.
- (c) The Trust will from time to time, when and in the manner reasonably requested by the Council, take reasonable steps to enforce such documents, including for the benefit of the Council, if required.

7.3 Contractor and Consultancy Agreements

The parties agree that, except as set out in clauses 7.1 and 7.2, the Trust shall if requested by the Council:

- (a) cancel each contractor and consultancy agreement relating to the Community Hall and the Building Works (the **Contractor and Consultancy Agreements**) within 5 Working Days after the receipt of a request by the Council; or
- (b) immediately assign all of the Trust's rights, title, interest and benefits under the any or all of the Contractor and Consultancy Agreements to the Council in which case clause 7.2 shall apply as if the references to "Guarantees and Warranties" are to the relevant Contractor and Consultancy Agreements, references to "contractor" are to the relevant counterparties and the references to "the date of this deed" are to the date of the request by the Council.

7.4 Requirement to provide information

The Trust shall promptly provide to Council all such information and assistance as Council may reasonably request in connection with the Community Hall, the Building Works and any other provision of this agreement, including so as to enable the Council to obtain all consents and approvals from all relevant authorities in connection with the Building Works, the Proposed Council Works and/or any other works undertaken in connection with the Community Hall, including all consents required pursuant to the Resource Management Act 1991 and the Building Act 2004.

8. Disputes

8.1 Relationship Managers

Within 2 Working Days of the date of this deed, the parties will each, by notice in writing to the other, appoint one senior representative to be a relationship manager (a **Relationship Manager**) for the purposes of this clause 8.

8.2 Disputes

If any dispute or difference arises between the parties relating to this deed or its construction or any of the rights or obligations under it (a **Dispute**), the Dispute may, by written notice by either party to the other, be referred to the Relationship Managers, who must use reasonable endeavours to enable the parties to promptly negotiate a resolution to the Dispute.

8.3 Mediation

- (a) If the Relationship Managers are not able to negotiate and agree a resolution within 10 Working Days of a Dispute being notified pursuant to clause 8.2, then either party may refer the Dispute to mediation by written notice to the other.
- (b) The mediation is to be conducted in terms of the Resolution Institute's standard mediation agreement. The mediation is to be conducted in Wellington, New Zealand by a mediator and at a fee agreed to in writing by each party and if the parties fail to agree to the mediator and/or the mediator's fee within seven Working Days of the referral of the Dispute to mediation, the mediator is to be selected, and/or the mediator's fee is to be determined, by the Chair for the time being of the Resolution Institute.

8.4 Litigation

- (a) If a mediated settlement is not achieved within 30 Working Days of the matter being referred to mediation under clause 8.3, then either party may bring court proceedings in respect of the Dispute.

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- (b) All Disputes must be dealt with in accordance with this clause 8 and no party is entitled to bring legal proceedings in respect of a Dispute in any court unless:
 - (i) clauses 8.1 to 8.3 above have first been complied with; or
 - (ii) the legal proceedings otherwise comprise an application for any urgent equitable or other urgent remedy or relief, which, for clarity, can be made at any time.

9. General

9.1 Council not acting as regulator

The Trust acknowledges and agrees that the Council has entered into this deed, and references to the Council are to be to the Council, in its land owning and commercial capacity and not in its regulatory or statutory capacity and that the Council has a range of statutory and regulatory powers and functions which it may exercise or must fulfil and nothing in this deed (including acting in the capacity of a territorial authority) will be construed as:

- (a) limiting the Council or fettering the discretion of the Council, in the exercise of its statutory and regulatory powers and functions; or
- (b) requiring the Council to exercise its statutory and regulatory powers and functions in a particular way; or
- (c) requiring Council to take into account the existence of this deed when undertaking any decision-making in its regulatory capacity.

9.2 No partnership/agency

Nothing contained in this deed is deemed to constitute the parties partners or the agent or legal representative of another party.

9.3 Trustee status of Trust

The Council acknowledges that the Trust has the status of a charitable trust board and is registered under the Charitable Trusts Act (1968755) and the Trust enters into this contract in that capacity. The Trust confirms that the trustees have complied with their obligations pursuant to the Trusts Act 2019 in entering into this Deed. Further, the Council acknowledges and agrees that no trustee shall be liable personally for any loss or breach of trust not attributable to such trustee's own dishonesty, gross negligence or wilful misconduct. In the absence of any such conduct the liability of the trustees is limited to the net assets of the Trust and no liability shall attach to that trustee personally under this deed.

9.4 Confidentiality and announcements

- (a) This deed, and the arrangements incidental to this deed which are disclosed in this deed, are commercially sensitive and, accordingly, will be kept confidential between the parties.
- (b) No party will disclose the details of this deed or the incidental arrangements other than to their professional advisers for purposes connected with this deed without the prior written consent of the other party. However, this clause does not preclude either party from disclosing such information if disclosure is required to:

- (i) comply with any lawful requirement applicable to a party (including disclosure required to comply with the Local Government Official Information and Meetings Act 1987); or
 - (ii) enable the party to make reasonable disclosures about the Building Works and/or the Proposed Council Works (as applicable) to government and regulatory bodies as the party considers reasonably necessary in connection with that party's rights and obligations under this deed or otherwise at law.
- (c) The parties acknowledge that the Council is subject to the Local Government Official Information and Meetings Act 1987 and that the Council may be required to release information about the deed and arrangements incidental to the deed and about the Trust if so requested and if there is no good reason under the terms of that Act to withhold that information.
- (d) Except as set out in clause 9.4(e), the Trust may not issue any press release or information concerning this deed or its terms to the news media or display any details of the deed in its advertising or marketing material without the prior written approval of the Council (in its sole discretion) other than as required for legal disclosure or regulatory requirements.
- (e) On the date of this deed (or such other date as the parties may agree), the parties will issue a joint press release about the Community Hall, the content for which must be agreed between the parties prior to release (each acting reasonably).

9.5 GST

The parties agree that where GST is chargeable on a supply made by one party (the **Supplier**) to another party (the **Recipient**) under or in accordance with this deed the Supplier will issue a tax invoice to the Recipient and the Recipient will pay to the Supplier the GST chargeable on that supply (as shown in that tax invoice) in addition to, at the same time and in the same manner as the consideration otherwise payable for that supply is payable.

9.6 Entire agreement

This deed contains the entire understanding between the parties concerning the subject matter of this deed and supersedes and extinguishes all prior agreements and understandings between the parties about this subject matter.

9.7 Severability

If any term, covenant or condition of this deed or its application to any person or circumstance shall be or become invalid or unenforceable the remaining terms conditions and covenants shall not be affected.

9.8 Further assurance

Each party will do all acts and things including the execution of all relevant documents, as may be reasonable to implement and carry out its obligations under, and contemplated by, this deed.

9.9 No assignment

The Trust must not assign or transfer any of its rights or obligations under this deed. Any change in the effective control or ownership change of any of the beneficiaries of the Trust shall be deemed an assignment for the purposes of this clause 9.9.

9.10 Variation

No amendment or variation to this deed will be effective unless it is in writing and signed by the parties.

9.11 No merger

The obligations and warranties of the parties in this deed shall not merge with: (a) the giving and taking of possession; (b) the transfer of title to the Community Hall; or (c) delivery of the chattels (if any).

9.12 No Waiver

Unless the parties both agree in writing, no term or condition of this deed will be deemed to have been waived and no breach, delay or detail of this deed will be construed as having been excused. No waiver or failure to act by:

- (a) the Trust in respect of any breach of this deed by the Council; and
- (b) the Council in respect of any breach of this deed by the Trust,

will operate as a waiver of another breach.

9.13 Costs

Each party is responsible for its own costs and disbursements incurred in the preparation, negotiation, completion and enforcement of this deed.

9.14 Counterparts

This deed may be executed in counterparts (including .pdf copies) and, provided that each party has duly executed a counterpart, the counterparts together will constitute a binding and enforceable deed between the parties.

9.15 Acceptance of electronic signatures

Where this deed is signed by either party by affixing an electronic signature, the parties agree that any such electronic signature will be deemed to be provided in accordance with the requirements of the Contract and Commercial Law Act 2017 and the parties agree to accept any electronic signature as valid and binding.

9.16 Partial invalidity

The validity of any part or provision of this deed will not affect the enforceability of any other part or provision of this deed.

9.17 Governing law and jurisdiction

This deed is governed by, and is to be construed in accordance with, the laws of New Zealand. Each party irrevocably submits to the non-exclusive jurisdiction of the New Zealand courts for the purpose of hearing and determining all disputes under or in connection with this deed.

9.18 Delivery

s7(2)(a)

For the purposes of section 9 of the Property Law Act 2007, and without limiting any other mode of delivery, this deed will be delivered by each party immediately on the earlier of:

- (a) physical delivery of an original of this deed, executed by the relevant party, into the custody of the other party or the other party's solicitors; or
- (b) transmission by the relevant party or its solicitors (or any other person authorised in writing by the relevant party) of a facsimile, photocopied or scanned copy of an original of this deed, executed by the relevant party, to the other party or the other party's solicitors.

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s7(2)(a)

Execution

Executed and delivered as a deed.

22/12/22.



s7(2)(a)

Signed on behalf of Wellington City Council by:

Authorised Signatory

BARBARA MCKERRON

s7(2)(f)(ii)

s7(2)(f)(ii)

Project Director WCC.

Occupation

113 The Terrace Wellington

Address

22/12/22.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

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GS 1987

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Execution

Executed and delivered as a deed.

22/12/22.



Signed by Trustees of the Karori Community Hall Trust by:

s7(2)(a)

Signed on behalf of Wellington City Council by:

[Handwritten signature]

Authorised Signatory

T. R. J. Whanganui

Print Name

s7(2)(f)(ii)

s7(2)(f)(ii)

2/12/22.

Print Name

Project Director WCC

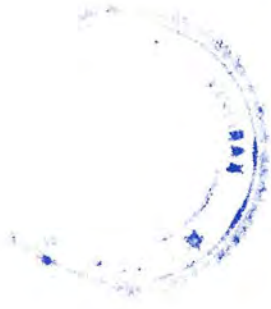
Occupation

113 The Terrace

Address

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From: [David Ensor](#)
To: [Councillor Rebecca Matthews](#); [Councillor Diane Calvert](#); [Councillor Ray Chung](#)
Subject: Karori Event Centre update
Date: Monday, 25 March 2024 10:53:00 am

Kia ora koutou,

I wanted to provide a brief update on the Karori Community Hall (event centre) fit out, following the direction given by the LTP, Finance and Performance committee on 9 November 2023 to pause further works on the building until further information on the upgrade costs are available. This direction was given after the initial advice suggested that the costs to complete the building to the standard envisaged initially was significantly higher than the budget available. We are in the process of establishing this information and identifying how the project can deliver a code compliant facility within the budget available. The WCC Property team are working with the project team to determine the options available.

Achieving compliance within the budget available may require some compromises or restrictions on how the building is used. As an example, it may be possible to achieve compliance without completing the fire rating improvements to the north façade which would achieve budget savings, however this would result in significant restrictions on the use of the foyer.

We will have more information available over the next few months to outline how the completion of the building can be achieved within the budget available. We will also have a better understanding on how this could impact on the operation of the building, and how it impacts on the anticipated community use of the building. If completion of a compliant building can not be achieved within the budget available, or the use of the building is significantly compromised, we will need to seek further direction from elected members, and will work with you to develop preferred options. For clarity, the existing budget is retained in the upcoming LTP.

There are a couple of personnel changes that I'd also like to draw your attention to - The Deed of Gift also required that a stakeholder reference group be established, made up of representatives from WCC, the Karori Community Hall Trust and the Karori Community Centre. We have been working constructively as part of this reference group, however there are obvious tensions between what WCC is able to achieve with the budget available, and the expectations of both trusts. Lee Wilson was the chair of the Community Hall Trust, however has now resigned and Heather Baldwin has been elected as the new chair. You will already know Heather in her capacity as chair of the Karori Community Centre trust and the Karori BID.

Within the WCC project team, Natalie our Project Manager has moved on to another role. For the foreseeable future I will remain your point of contact for this work.

There is a stakeholder reference group this evening, where I will provide the information outlined above as a project update to the group.

If you have any questions or need further information, just let me know.

Ngā mihi
David

[David Ensor MBA \(He/him\)](#)

Manager Connected Communities | Hapori Tūhono | Wellington City Council

M **s7(2)(f)(i)** | E david.ensor@wcc.govt.nz | W Wellington.govt.nz

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