

Kaipara District Council
Attn Jenny Rooney
Private Bag 1001
Dargaville

20 November 2020

Dear Jenny,

Re: Mangawhai Daring Trust – Temporary Storage Licence

Thank you for your letter dated 4 November 2020. I am responding on behalf of the Museum. The proposal is actually the Mangawhai Daring Trust's ("Trust") proposal. However, to answer your questions:

- The proposal was set out in our letter to the Deputy Mayor dated 14 September 2020.
- The site plan has been provided to you. Plan A is acceptable.
- The expected arrival/commencement date is 1 February 2021
- The Museum is prepared to consider an initial 12 month term with provision for 2 12 month renewals, see below.
- The request for information by 20 November is noted.

While the Museum is very supportive of the Daring coming to Mangawhai and being located on the Museum's leasehold land, the Museum does not have the resources to take on any financial or legal liability on account of the Daring project. This includes compliance with Council regulatory requirements. This is dealt with in our request for Council consent set out below.

The Museum wishes to grant the Trust a licence to occupy part of the Museum's presently unoccupied land at Molesworth Drive Mangawhai for a term of 12 months from (approximately) 1 February 2021 on terms as set out below. The licence to be in letter form, i.e. not in the form of a formal document.

The Council's consent to the licence is requested under clause 7.1 of the Museum's lease and may not be "unreasonably or arbitrarily withheld".

The Museum also seeks an acknowledgement in writing from the Council that any breach or default by the Trust under the licence or *Ko te Wairua o te Mangawhai He Tangata He Tangata He Tangata* breach of any *The Spirit of Mangawhai is the People, the People, the People*

legal obligation relating to the Trust's use and occupation of the licensed land will not be a breach of the Museum's lease from the Council. This addresses the liability issue raised above but does not mean that the Museum will not enforce the terms of the licence.

The permitted use under the licence will be storage and restoration work, and erection of a temporary shelter, consistent with the Museum's lease (clause 4.1-"operation of a museum").

The main provisions of the proposed licence are:

- Licensee- the Mangawhai Daring Trust
- Term- 12 months from February 2021, see above.
- Renewal- consideration to be given to 2 further 12 month renewals (making a total possible term of 36 months) provided the terms of the licence have been complied with and on each renewal occasion the Council's consent to the renewal is obtained.
- Licence Fee- \$1000 pa plus GST payable in advance in 1 lump sum.
- Outgoings- The Trust is to pay all costs and outgoings including utilities relating to the Trust's use and occupation of the licensed land as assessed and requested by the Museum from time to time.
- Permitted Use- The permitted use under the licence is the storage and restoration of the Daring and construction of a temporary shelter, in accordance with the risk adjustment programme attached as a schedule to the licence.
- Insurance- The Trust is to take out and maintain for the term of the licence public liability insurance, construction works risks insurance, insurance for the value of the Daring and any other insurance covers recommended by the Museum's insurance broker.
- No Liability- the Museum will have no liability for the Trust's undertaking of the permitted use or any other use of the licensed land and makes no representation that the licensed land is suitable for the Trust's intended use.
- Museum Lease- The Trust will not do or permit anything which constitutes a breach or non-observance of the Museum's lease from the Council.
- Indemnity- The Trust indemnifies the Museum for any losses, costs, liabilities or penalties incurred by the Museum arising directly or indirectly from any act or omission on the part of the Trust, its trustees, members, employees, contractors or any persons for whom the Trust is responsible.
- Costs- The Trust will pay the Museum's costs, including legal costs on a solicitor and client basis, of and incidental to any default by the Trust under this licence or default under the Museum's lease from the Council for which the Trust is responsible.
- Statutory Compliance- The Trust will comply with all relevant regulatory and statutory provisions relating to its use and occupation of part of the Museum's land and in particular will do all things required to comply with the Health and Safety at Work Act 2015.
- Other agreed provisions

If the Council wishes additional provisions to be inserted or changes made, if agreed they can be incorporated. Feedback from the Trust may of course result in changes. This letter is being copied to the Trust so that it is fully informed.

Please let me know if there is anything further you need for your report and we look forward to receiving the Council's consent and acknowledgement as requested above just as soon as possible.

Kind regards,

A handwritten signature in black ink, appearing to read 'Emma Gray', with a stylized flourish at the end.

Emma Gray

Manager

Mangawhai Museum and Historical Society Incorporated

Cc: Mangawhai Daring Trust