

Mangawhai Daring Trust
c/o Jim Wintle
Mangawhai

8 March 2021

Dear Jim,

**Re: Mangawhai Daring Trust ("Trust") – Temporary Storage Licence
Molesworth Drive.**

Further to your 22 January 2021 email, this letter sets out the terms and conditions of a temporary licence to occupy part of the Museum's presently unoccupied land at Molesworth Drive, Mangawhai as delineated on the plan attached to this letter ("Licensed Area") for a term of twelve months from 1 April 2021, or as otherwise agreed.

Conditional on the consent of the Kaipara District Council ("Council") to this licence as lessor, the Museum grants and the Trust accepts a temporary licence to occupy the Licensed Area on the following terms and conditions:

- Licensor – The Mangawhai Museum and Historical Society Incorporated ("Museum")
- Licensee – the Mangawhai Daring Trust
- Term – 12 months from 1 April 2021, see above.
- Renewal – consideration to be given to two (2) further 12-month renewals (making a total possible term of 36 months) provided the terms of this 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 Area 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 to this letter
- Insurance – The Trust is to take out and maintain for the term of the licence, and any renewals, 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 Area and makes no representation that the Licensed Area 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


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- 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 the Licensed Area and in particular will do all things required to comply with the Health and Safety at Work Act 2015.
- No Assignment - this licence is personal to the Trust and the Trust shall not assign, sublicense, charge or part with possession of this licence to any third party.
- Default – in the event the Trust fails to pay the licence fee or fails to observe or perform any other term of this licence, the Museum shall be entitled to terminate this licence following giving not less than 10 working days' notice of its intention to so terminate.
- Make Good - in the event of the termination or the expiry of this licence for any reason, the Trust shall at its own cost remove the Daring and all improvements erected on the Licensed Area and make good to the satisfaction of the Museum.
- Disputes – any disputes arising between the parties directly or indirectly arising out of this licence shall be resolved between the parties, using techniques of mediation, provided that the Museum shall not be required to mediate in any case where a breach, impending breach or non-observance of the Museum's lease from the Council is concerned.

Following execution of this licence by both parties below under seal the Museum will forward a copy of this licence to the Council and the parties note and agree that the Council's consent to this licence was requested by letter dated 20 November 2020.

The Common Seal of
Mangawhai Museum and Historical
Society Incorporated
was affixed in the presence of:



Chairperson.....

Board
Member.....

Board
Member.....

Handwritten signatures and initials in blue ink at the bottom right of the page.

THE DARING

Risk Adjustment Programme Prepared for the Kaipara District Council.

It is envisaged that the Daring will be housed in temporary storage for between 12 and 36 months, in the location identified on "sheet A", in a structure detailed on "sheet B".
(Attached)

Risk. The ship itself.

The ship will be held in a purpose built cradle, that will become a permanent part of its life. The ship is to be housed in an enclosure constructed by four 12m shipping containers, with a scaffold structure over and clad with shrink wrap. The scaffold will be engineer designed, welded to the containers, and be capable of retaining its integrity in the event of storm or vandalism. The ends of the enclosed structure will be clad in a mixture of corrugated iron, and plywood. Public will be excluded from this enclosure, unless a viewing time has been arranged.

Risk. Public visitors'.

The public will be invited to view this ship on set days, at set times. Groups will only be allowed into the enclosure in the company of Park or Daring Trust members.

Risk. Machinery, power equipment.

There is minimal restoration planned. When work on the ship is to be carried out, barriers and signage similar to that seen on construction sites will be put in place. Tool box meetings will be held, and a site register will be maintained. Appropriate first aid equipment will be available.

Risk. Building materials.

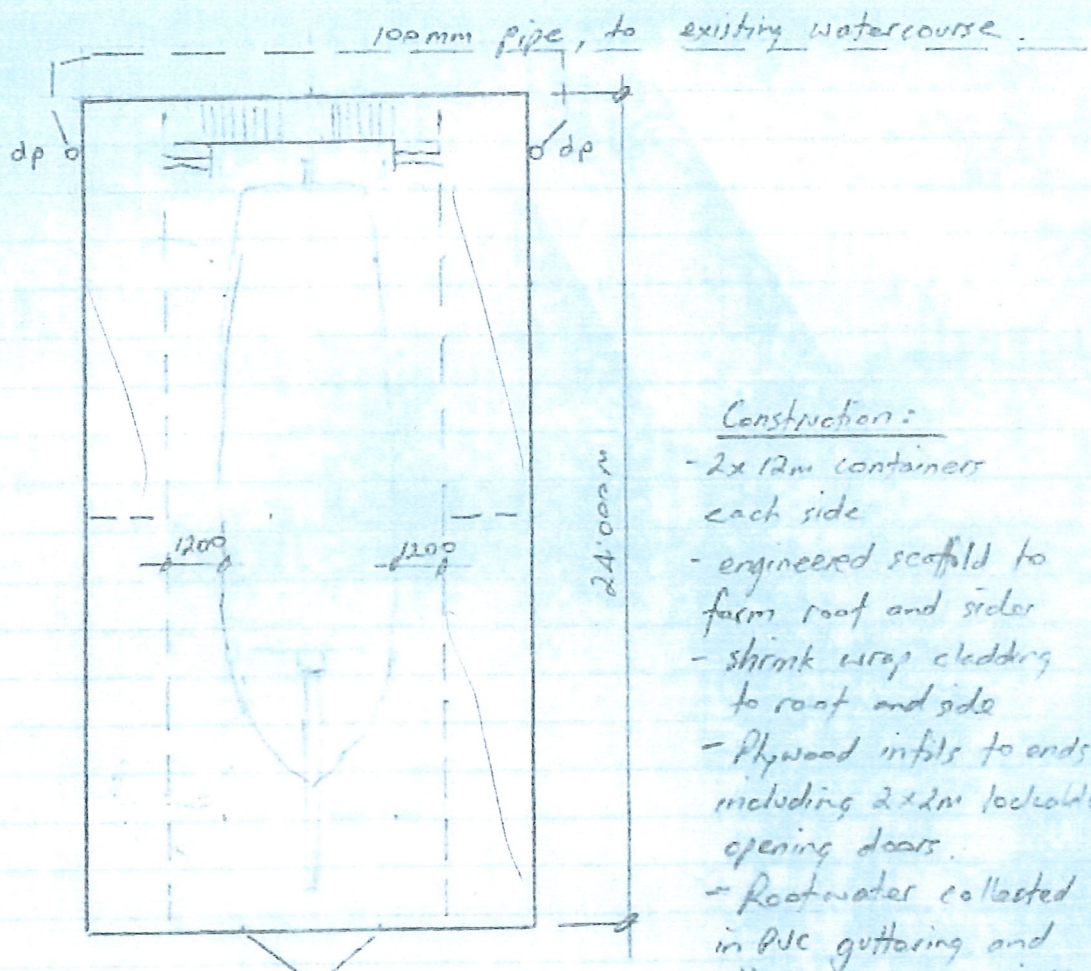
There will be no materials left outside of the enclosure. All materials, equipment, and boat parts will be stored inside the lockable shipping containers.

Risk. Chemicals.

It is not envisaged that there will be any chemicals, paints or solvents kept in this area.

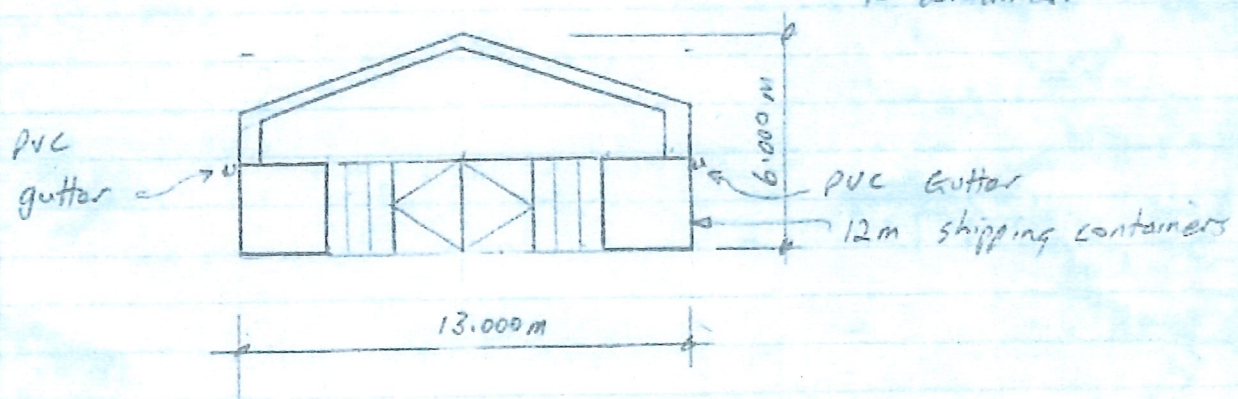
25/9/2020





Construction:

- 2x 12m containers each side
- engineered scaffold to form roof and sides
- shrink wrap cladding to roof and side
- Plywood infills to ends including 2x2m lockable opening doors.
- Roofwater collected in PVC guttering and discharged into existing watercourse. (Shared with Museum)
- Scaffold to be welded to containers.



Proposed
Temporary Enclosure for Daring.

Handwritten signature/initials.