

DATED

xxx 2020

BETWEEN

**HOROWHENUA DISTRICT COUNCIL
(HDC)**

AND

**HOROWHENUA-KAPITI RUGBY FOOTBALL UNION
(HKRFU)**

**MEMORANDUM OF UNDERSTANDING IN RELATION TO
PROPOSED HKRFU ADMINISTRATION BLOCK AT LEVIN DOMAIN**

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PARTIES

1. **HOROWHENUA DISTRICT COUNCIL** being a territorial authority under the Local Government Act 2002 (“**HDC**”)
2. **HOROWHENUA KAPITI RUGBY FOOTBALL UNION (“HKRFU”)** being an Incorporated Society with an interest in managing and promoting Rugby Football in the Kapiti and Horowhenua Area.

BACKGROUND

- A. HDC provides a Sportsfield, Lighting and Grandstand on the Levin Domain (“the Domain”), on Queen Street (Section 24 Levin Suburban) adjacent to the Levin Town Centre for the purpose of playing sports. HKRFU is a significant user of the site in managing its annual playing schedule.
- B. HKRFU has expressed its intention to move its administrative function to the Levin Domain and has requested a Lease be provided by HDC (“Lessor”) to HKRFU (“Lessee”) to facilitate the erection of a new Administration Block, Club, and Community Rooms. HKRFU intend to fund and project manage the construction of the new Administration Block
- C. HDC has agreed to provide a lease to HKRFU to facilitate the requested Administration Block, Club and Community Rooms.
- D. HDC has advised HKRFU that it has an intention to redevelop the Levin Aquatic Centre (“LAC”) at some point in the mid to long-term and that the redevelopment of the site is likely to extend onto the Levin Domain whereupon HKRFU wish to establish its Administration Block, Club and Community Rooms.

THE PARTIES MUTUALLY UNDERSTAND AND AGREE

1. That the Domain provides for a range of recreational activities including Councils aquatics function together with a series of other recreational opportunities including tennis and squash.
2. That the Domain is the pre-eminent location for HDC’s aquatics function and that construction of the new LAC will likely eventuate within the initial 20-year lease term awarded to HKRFU.
3. That the Domain is a significant anchor facility within the Levin Town Centre and as such is likely to be impacted by ongoing strategic developments including:
 - 1) Upgrade of the LAC;
 - 2) Seismic strengthening of the Levin Domain Grandstand;

- 3) Council's Destination Management Agenda;
 - 4) The Transforming Taitoko Agenda;
 - 5) Other strategic and developmental projects and strategies.
4. That where possible, subject to confidentiality agreements and Council processes HKRFU will be consulted with (at the earliest convenience), where developments impact on its service/program.
 5. That given the likelihood that the Domain will be subject to further development, HKRFU is required to ensure its Administration Block, Club and Community Rooms is compatible in terms of connectivity, sustainability, style, and design with the proposed upgrade to the LAC. For which purpose HKRFU will be provided with the current Concept Plan and Drawings subject to confidentiality.
 6. Alternatively, where HKRFU chooses not to ensure its Administration Block, Club and Community Rooms is compatible in terms of connectivity, sustainability, style, and design with the proposed upgrade to the LAC, and HDC has stated by written notice it is developing the LAC, HKRFU may be required to:
 - 1) Relocate into a redeveloped LAC on site at the Levin Domain;
 - 2) Relocate into a redeveloped Grandstand on site at the Levin Domain;
 - 3) Relocate to a separate suitable location identified and owned by HDC not necessarily on the Levin Domain;
 - 4) Relocate to an entirely different location not necessarily in the ownership of HDC.

In all such instances HKRFU will be required to negotiate and fund any and all costs of relocation itself, unless specifically allowed for by HDC as part of a development program.

7. The Parties agree and accept that the Levin Domain Sportsground whereupon the Administration Block is to be located may be used at any time for Council run or Private events, eg Matariki, concerts, sports tournaments not related to HKRFU, and/or used by other clubs and organisations including cycling, Brass Band, and football, athletics and other sports.
8. Such events and/or use may cause noise or disruption not conducive to the running of an administration/office service for HKRFU. The Parties agree in such situations that HKRFU will have no recourse to legal action to block, discourage, delay or otherwise obstruct the authorised legal use of the Levin Domain where such use has been mandated by HDC.

9. HKRFU agrees that it will not, either directly or indirectly, object to, oppose, or impede any application by HDC for the grant, renewal, variation or continuation of any consent, easement or other instrument necessary to give effect to its rights under this MoU.
10. The parties agree paragraphs 4-9 shall be binding and legally enforceable and HKRFU shall not be entitled to contest in any court of New Zealand or international law the provisions made therein.
11. The parties acknowledge they have entered into this Memorandum of Understanding ("**MoU**") in the spirit of cooperation and good faith and will continue to work together to ensure its success. The parties will raise any issues in a timely manner and will work together to resolve any differences.
12. The parties acknowledge HDC is subject to the Local Government Official Information and Meetings Act 1987 and each consents to the other releasing this MoU pursuant to the provisions of that Act if necessary.
13. This MoU shall continue in full force for the full term of the lease and throughout any extension period agreed.

SIGNED AS A MEMORANDUM OF UNDERSTANDING

SIGNED for and on behalf of the said)
HOROWHENUA DISTRICT COUNCIL) _____
 by its authorised signatory) Signature
)
) Kevin Shane PEEL _____
) PRINT Full Name
)
) GM Infrastructure Operations _____
) PRINT Title
)

SIGNED for and on behalf of the said)
HOROWHENUA KAPITI RUGBY) _____
FOOTBALL UNION by its authorised) Signature
 signatory)
)
) _____
) PRINT Full Name
)
) _____
) PRINT Title