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MANAGEMENT AGREEMENT

between the

QUEEN ELIZABETH THE SECOND NATIONAL TRUST

and

NGA URUORA – KAPITI PROJECT INC.

MANAGEMENT AGREEMENT

AGREEMENT made this 20th day of July 2000

BETWEEN the QUEEN ELIZABETH THE SECOND NATIONAL TRUST (hereinafter called "the Trust") a body corporate constituted by the Queen Elizabeth the Second National Trust Act 1977 of the first part, AND NGA URUORA – KAPITI PROJECT INC. (called the Agent)

WHEREAS

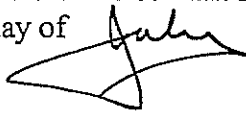
- a) The Trust has entered into a Licence to Occupy Land No. 59854 (hereinafter called "the Licence") with TRANZ RAIL LIMITED (hereinafter called "the Landholder") to enable beautification and environmental protection activities (hereinafter called "the work") to be undertaken on the land the subject of the Licence.
- b) A copy of the Licence is attached as Appendix I.
- c) The Trust wishes to enable the Agent to undertake the work on behalf of the Trust and in accordance with the terms and conditions of the Licence.

NOW THIS AGREEMENT witnesses and it is hereby agreed between the parties that subject to the terms and conditions herein:-

- 1. The Trust engages the Agent to undertake day to day management of the work authorised by the Licence and for so long as the Licence shall remain valid UNLESS this Agreement between the Trust and the Agent is terminated.
- 2. The Agent shall not be remunerated for its services by the Trust but the Trust may provide such management advice as is possible from time to time.
- 3. The Trust shall, as soon as possible, in consultation with the Trust with the Agent and the Landholder prepare a management statement outlining the purpose of and establishing policies for the work.
- 4. The Agent may independently raise funding for the work PROVIDED THAT all money paid to the Agent as a result of such fund raising is spent on the work.
- 5. The Trust shall not be accountable for any money raised by the Agent for the work if the Agent does not use the money for the work or otherwise properly account for the use of the money.
- 6. The Agent shall exercise all due professional and technical skill, care and diligence in the performance of the Agent's obligations under this Agreement.
- 7. The Agent shall comply with and observe all statutes and regulations and all directions and restrictions which may from time to time be given or imposed by the Trust for safeguarding property from fire or other damage of any kind whatsoever.

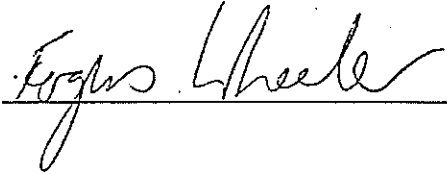
8. The Agent shall indemnify the Trust against all suits, actions, claims and demands for compensation for damages in consequence of any accident or occurrence to persons or property arising out of the work.
9. The Agent shall:-
 - (i) comply with the provisions of the Health and Safety and Employment Act 1992;
 - (ii) promptly provide the Trust with details of any accident involving injury to persons undertaking the work;
 - (iii) ensure that all personnel engaged in performing the work have been properly trained in the safe use of equipment and machinery that is used.
10. The Agent shall provide and maintain all necessary personnel, implements, supplies, fuels, equipment and plant (including an adequate first aid kit) required to undertake the work.
11. In the performance of the Agent's obligation the Agent shall be responsible to and comply with directions given by the Trust.
12. The Trust may terminate or otherwise modify this contract if in the Trust's opinion the Agent is not carrying out the work in terms of the management statement, directions given by the Trust or in a professional manner.
13. If the Agent is in breach of this Agreement and such breach is not remedied within 20 working days of written notice being given by the Trust, then the Trust may terminate this Agreement.
14. Any notice required to be delivered by either party shall be sent by ordinary post and shall be deemed to be received by the other party five working days after posting or if sent by facsimile before 4 p.m. shall be deemed to be received by the other party on the day sent if it is a working day but if sent on a non-working day or after 4 p.m. then shall be deemed to be received by the other party on the next working day.
15. The Trust shall not be responsible for any taxation deductions, Goods and Services Tax or returns, any other tax, or any submissions or any type of return to the Inland Revenue Department or for any liability for taxation or duty which are the responsibility of the Agent.
16. The Agent shall indemnify and keep indemnified the Trust as to any liability for taxation arising out of this Agreement.
17. The Trust and the Agent accept that the Trust has no legal interest in the land the subject of the Licence other than the right of occupation provided for in the Licence and that the legal right of possession and control of the land remains with the Landholder throughout the term of this Agreement.


IN WITNESS WHEREOF this Agreement has been executed
this 20th day of July 2000



THE COMMON SEAL of
NGA URUORA – KAPITI PROJECT
INC.

was hereto affixed in the presence of:-



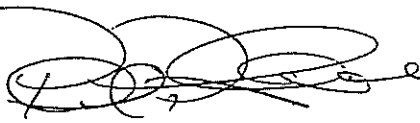




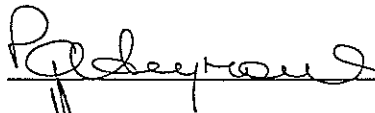
THE COMMON SEAL of the
QUEEN ELIZABETH THE SECOND
NATIONAL TRUST was hereto affixed

in the presence of:


Chairperson



Director



Chief Executive





DATED 9th November 1999

TRANZ RAIL LIMITED

TO

QEII NATIONAL TRUST

LICENCE TO OCCUPY LAND AT
Paekakariki

Licence No. 59854

THIS AGREEMENT made this *27th* day of *November* one thousand nine hundred and ninety between TRANZ RAIL LIMITED a duly incorporated company having its registered office in Wellington (hereinafter called "the Licensor") and THE QUEEN ELIZABETH II NATIONAL TRUST constituted under the Queen Elizabeth The Second National Trust Act 1977 (called "the Licensee").

WHEREBY IT IS AGREED as follows:

- 1 (a) The Licensor HEREBY LICENCES and authorises the Licensee to enter upon and use only for the purpose specified in Clause 2 of this agreement the land described as being all those areas of Category "N" Railway Land as defined in the New Zealand Rail Limited Vesting Order 1990 extending outwards (and being between approximately 32.3 to 37.5 kilometres on the North Island Main Trunk Railway metrage) from a distance no less than five metres either side of the railway track centre line (called "the land") such Licence being personal to the Licensee and not assignable.
- (b) The Licence shall commence from 1 April 1999 (called "the Commencement date").
- (c) While no occupation fee is payable during the continuance of this Licence the Licensor reserves the right to levy a non retrospective fee or alter the terms and conditions of this Licence if the Licensor believes (at its sole discretion) circumstances applying to this Licence have significantly changed.
- (d) In consideration of the grant of this Licence, the Licensee shall pay an administration fee to the Licensor in an amount specified by the Licensor.
- (e) The Licensee shall not call upon the Licensor to define any legal boundaries pertaining to the land.

USE OF LAND

2. The Licensee shall use the land only for the purpose of beautification and environmental protection activities as may be specifically approved from time to time by the Licensor AND shall have occupation against all persons solely for the purpose described above except the Licensor which may enter onto and use the land at any time for any purpose it thinks fit and the Licensee shall make no claim against the Licensor on account of any such entry or use by the Licensor or on account of any unauthorised entry by any other person.
3. The Licensee shall during the continuance of this Licence manage the land for the purpose specified in a proper and husbandlike manner and shall keep the land in a clean and tidy condition to the satisfaction of Licensor and shall not plant any hedges or trees upon the land without the prior approval of the Licensor.
4. The Licensee shall not erect any building or any structure of any kind without the prior written approval of the Licensor who may set any conditions it thinks fit for the erection and/or removal of any such building or structure.

FENCING

5. If placing any livestock on the land is allowable under Clause 2 hereof the Licensee shall at the Licensee's cost fence in the land so as to separate it from the railway to the satisfaction of the Licensor.

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6. If the railway boundary fence is shifted by the Licensee during the continuance of this Licence then on the termination of this Licence the Licensee shall, if reasonably required by the Licensor at the Licensee's cost, re-erect the railway boundary fence on the true boundary.

MAINTENANCE OF IMPROVEMENTS

7. The Licensee shall maintain all boundary fences, hedges, ditches drains and other such improvements on the land to the reasonable satisfaction of the Licensor.

CLEAR NOXIOUS WEEDS

8. The Licensee shall keep the land clear from gorse, brier, broom and noxious weeds and shall in particular comply with the provisions of all notices pursuant to the Biosecurity Act 1993.

ACCESS TO THE LAND

9. The Licensor shall decide the position where access to the land shall be gained and at no time shall the Licensee obtain access by crossing other railway land adjoining the land or by crossing the railway track.
10. The Licensee shall not do or suffer anything in or upon the land:
 - (a) which may be or become a nuisance or annoyance or cause damage to the owners or occupiers of other property in the neighbourhood;
 - (b) that obstructs the view of the railway track from any road or right of way crossing the railway;
 - (c) that damages or destroys any timber, trees timber-like trees or ornamental trees growing on the land;
 - (d) that may impair the stability of the land adjacent to the railway track such as but not limited to excavation work or vegetation clearance especially
 - (e) that which may increase the risk of fire on the land.


TERMINATION

11. This Licence may be terminated by either party giving one month's notice in writing to the other it being sufficient when such notice is given by the Licensor for such notice to be signed by some person acting under the express or implied authority of the Managing Director, Tranz Rail Limited and be either left on the land or sent by letter or telegram addressed to the Licensee at his then or last known address.

REMOVAL OF LICENSEE'S PROPERTY

12. Upon the termination of this Licence the Licensee shall within one week remove from the land all property of the Licensee and if any such property has not been removed within such period of one week it may be disposed of by the Licensor as it thinks fit without incurring any liability to the Licensee.

INDEMNITY

13. The Licensee hereby agrees to fully indemnify the Licensor against any claims, actions or suits arising directly or indirectly as a result of the Licensees or its workmen agents or invitees use of the land.
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INTERPRETATION

14. Headings are included for the sake of convenience and do not affect the interpretation of this Licence

LEASE DECLARATION

15. It is hereby expressly agreed and declared by and between the parties hereto that this Licence constitutes a sub-tenancy of a certain Deed of Lease bearing the date of the twentieth day of December 1991 a variation of lease dated 28 April 1993 between Tranz Rail Limited (of the one part) and the Minister of Finance and the Minister of State Owned Enterprises and the New Zealand Railways Corporation being the head lessor (of the other part).

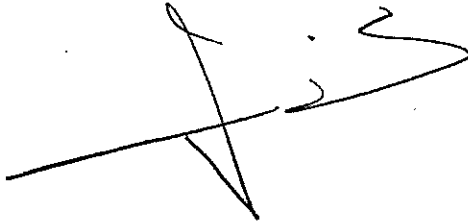
FIBRE OPTIC SYSTEM

16. By an agreement dated 28 September 1990, ("Facilities Agreement") Clear Communications Limited ("Clear") has certain ownership, access, and other rights in respect of a Fibre Optic System (the "System") located within Railway land together with System extension rights. Where the System exists and if future System extensions are constructed on or under the land to which this Licence relates, then Clear's rights shall take precedence over the Licensee's rights.
17. Where this Licence conflicts with Clear's rights under the Facilities Agreement, the Licensee's acknowledges that this Licence shall be subordinate to and shall not derogate from, those rights.
18. The Licensee covenants and agrees as follows:
 - (a) not to interfere with or disturb the System;
 - (b) not to do anything which might cause increased maintenance or operating expenses of the System, or reduce the System's efficiency;
 - (c) to indemnify Clear for any liability, claim, damage or loss (excluding economic or consequential loss or loss of revenue) arising out of installation maintenance or use by the Licensee of its facilities or of failure to comply with these requirements;
 - (d) to reimburse Clear its costs of any relocation which Clear carries out to meet the Licensee's requirements;
 - (e) that Clear shall be entitled to seek injunctive relief restraining any actual or threatened breach of this Licence by the Licensee causing interference with or disturbance to the System;
 - (f) that for the purposes of the Contracts (Privity) Act 1982, Clear is designated to benefit under this Licence in respect of its rights under the Fibre Optic System Agreement.
19. In respect of the two metre strip centred on the fibre optic cable of the System, the Lessee shall have no right of entry (except for normal use in passing over the strip without obstructing it) or excavation or subterranean activities, without notifying and obtaining the consent of the Licensor and Clear.

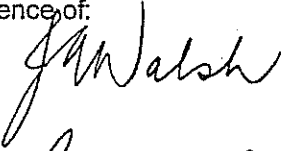
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IN WITNESS WHEREOF the parties have executed these presents.

SIGNED for and on behalf of
TRANZ RAIL LIMITED by NEIL DAVIES
Manager Lease Management
in the presence of:



Witness:



Occupation:

Property Administrator

Address:

Wellington

The COMMON SEAL of
THE QEII NATIONAL TRUST
was affixed in the presence of:

CHAIRMAN:



DIRECTOR:



TRUST MANAGER:

