
**LICENCE AGREEMENT
JADE STADIUM CORPORATE SUITE
PAUL KELLY MOTOR COMPANY STAND**

BETWEEN

Jade Stadium Limited

AND

Licensee

DATED

2001

PARTIES

(1) **JADE STADIUM LIMITED** a duly incorporated company having its registered office at Christchurch (“the Licensor”)

(2) (“the Licensee”)

TERMS OF THIS DEED - GRANT OF LICENCE

A. The Licensor is the manager of the Stadium.

B. The Licensor grants to the Licensee during the Term the right to use and occupy the Suite and the Carparks and the right to use the Licensor’s Chattels together with the right, in common with other Licensee’s and their invitees, and all other persons lawfully using the Stadium, of access through the Stadium to such suite and Carparks upon the terms and conditions set out in this Licence.

FIRST SCHEDULE (REFERENCE SCHEDULE)

Item 1: Corporate Suite

The Corporate Suite on Level 2 of the new Paul Kelly Motor Company Stand at the Stadium numbered [] on the plan attached as the Third Schedule.

Item 2: Carparks

Two (2) carparks shown coloured green numbered [] on the plan attached as the Third Schedule or such other two (2) carparks in the Suite Holders Carparking Area as may be nominated from time to time by the Licensor.

Item 3: Term of Licence (Clause 2.1)

Five (5) years

Item 4: Commencement Date

[To be the later occurring of:

- (a) the date of practical completion of the Paul Kelly Motor Company Stand as certified by the Licensor's architect, or
- (b) the date the Licensor completes its fit-out obligations or if the Licensee is undertaking the fit-out as per clause 11, then to be at the end of the Fit-out Period.]

Item 5: Right of Renewal (Clause 2.2)

One (1) Rights of Renewal of Five (5) years

Item 6: Renewal Dates (Clause 2.2)

Item 7: Final Expiry Date (Clause 1.1(e))

Item 8: Premium

[\$[] plus GST subject to deduction of Prime Cost for Fit-out as per clause 11.2.

Item 9: Annual Licence Fee (Clause 3.1)

[\$[] plus GST per annum

Item 10: Allotted Tickets (Clause 5.1)

16 tickets

Item 11: Licensor's Address for Notice (Clause 22)

Jade Stadium
30 Stevens Street
Christchurch

Item 12: Licensee's Address for Notice (Clause 22)

Item 13: Fit-out of the Suite (Clause 11.1)

Television set

Table and seating

Kitchen facilities including:

- Refrigerator
- Sink
- Hot water
- Storage cupboards
- Waste container

Coat cupboard

Telephone jackpoint

Paint finish to walls

Carpet on floors

Heating and ventilation system

Total Prime Cost for Fit-out: \$10,000.00 plus GST

Item 14: Schedules Forming Part of this Licence

First Schedule: Reference Schedule (including Special Provisions, if any)

Second Schedule: General Terms and Conditions

Third Schedule: Plan of Suite, Carparks and Suite Holders Carparking Area

Item 15: Special Provisions (if any)

SECOND SCHEDULE (GENERAL TERMS AND CONDITIONS)

1. DEFINITIONS, INTERPRETATIONS AND EXCLUSIONS

1.1 In this Licence unless a contrary intention appears:

- (a) "Allotted Tickets" means the number of tickets as set out in item 10 of the First Schedule.
- (b) "Annual Licence Fee" means the annual licence fee payable by the Licensee to the Licensor in accordance with clause 3.2 and as set out in Item 9 of the First Schedule.
- (c) "Carparks" means the 2 carparks described in Item 2 of the First Schedule.
- (d) "Commencement Date" means the date specified in Item 4 of the First Schedule.
- (e) "Final Expiry Date" means the date specified in Item 7 of the First Schedule.
- (f) "GST" means Goods and Services Tax or any tax in the nature of a Goods and Services Tax.
- (g) "the Licensee" and "the Licensor" include their respective successors and permitted assigns and will extend in the case of the Licensee to include the Licensee's employees, agents, contractors, invitees and any other person under the Licensee's control.
- (h) "Licensor's Manager" means any manager appointed by the Licensor from time to time to manage the stadium or any part of the Stadium and includes any authorised employee or agent of the Licensor.
- (i) "Non-scheduled Events" means any public event at the Stadium which is not a Scheduled Event and which is Controlled by the Licensor.
- (j) "Premium" means the premium set out in Item 8 of the First Schedule.
- (k) "Prime Ticket Price" means the adult seat price for prime seating in the Stadium for a particular event.
- (l) "Scheduled Events" means the following sports events if held each year at Jade Stadium. Up to:
 - A. 5 Rugby National Provincial Championship round-robin fixtures, but not semi-finals and finals;
 - B. 5 Rugby Super 12 round-robin fixtures, but not semi-finals;
 - C. 1 Rugby test match but not Rugby World Cup fixtures;
 - D. 5 Cricket Shell Cup round-robin fixtures, but not semi-finals and finals;
 - E. 2 Cricket one day international fixtures, but not Cricket World Cup fixtures; and
 - F. 1 Cricket test match.In the event that there is any uncertainty as to whether a particular use of Jade Stadium constitutes a "Scheduled Event" the decision of the Licensor will be final.
- (m) "Stadium" and "Jade Stadium" means Jade Stadium located in Christchurch.
- (n) "Suite" means the corporate suite as set out in Item 1 of the First Schedule.

- (o) “Suite Holders Carparking Area” means the area adjacent to the new Paul Kelly Motor Company Stand at the Stadium so marked on the plan attached as the Third Schedule.
- (p) “Term” means the Term of this Licence referred to in Item 3 of the First Schedule and any renewal of the Term pursuant to clause 2.2.

1.2 Interpretations

- (a) Words importing the singular will include the plural. Words importing the masculine gender will include the feminine or neuter and vice versa. Words importing persons will include companies.
- (b) Any covenant or agreement on the part of two or more persons will be deemed to bind them jointly and severally.
- (c) The Table of Contents and any headings and marginal notations in this Licence have been inserted for convenience only and will not limit or govern the construction of the terms of this Licence.
- (d) Any reference in this Licence to any statute or regulation is deemed to include all amendments and revisions made from time to time to that statute or regulation and any re-enactments thereof.
- (e) Where the Licensor’s consent or approval is required pursuant to any provision of this Licence such consent or approval will be required for each separate occasion notwithstanding any prior consent or approval obtained for the like purpose on a prior occasion.

1.3 Entire Agreement

This document embodies the entire understanding and the whole agreement between the parties. Any previous representations, warranties, arrangements and statements whether expressed or implied with reference to the subject matter of this Licence are merged herein.

2. **TERM**

2.1 This Licence is for the Term commencing on the Commencement Date.

2.2 If:

- (a) The Licensee has duly observed the terms of this Licence, AND
- (b) Has given to the Licensor not less than three (3) months written notice prior to the relevant Renewal Date set out in Item 6 of the First Schedule (which notice will be irrevocable)

THEN the Licensor will at the cost of the Licensee grant a renewed Licence of the Suite and Carparks for the further term of years fixed in Item 5 of the First Schedule of this Licence commencing from the relevant Renewal Date set out in Item 6 of the First Schedule, and otherwise on the same terms and conditions contained in this Licence, except that the term of this Licence plus all Rights of Renewal will expire on or before the Final Expiry Date given in Item 7 of the First Schedule.

3. **PREMIUM AND LICENCE FEE**

- 3.1 The Licensee covenants to pay the Premium and the Annual Licence Fee to the Licensor in accordance with the terms of this Licence. All payments of the Premium and the Annual Licence Fee under this Licence will be paid without deduction or set off of any kind to the Licensor.
- 3.2 The Licensee will pay to the Licensor the Premium (less any deposit paid) in one sum in advance 30 days prior to the first Scheduled Event following the Commencement Date.
- 3.3 The Licensee will pay to the Licensor the Annual Licence Fee in one sum in advance, the first such payment to be due and payable 30 days prior to the first Scheduled Event following the Commencement Date. All payments must be made by direct debit or in such manner as the Licensor may in writing direct.
- 3.4 The Licensee will pay interest at the rate equivalent to the BNZ Base Rate at the date of default plus 5% per annum on the amount of the Premium, Annual Licence Fee or any other moneys payable under the Licence which remains unpaid for seven (7) days after the due date of payment. Interest will accrue on a daily basis from the due date for payment until the actual date of payment and will be payable on demand. The right of the Licensor to recover interest is without prejudice to any other rights, powers and remedies of the Licensor is entitled to recover such interest in the same manner as if it were the Annual Licence Fee in arrears.

4. **ACCESS**

- 4.1 During the Term, the Licensee will have access to the Suite and Carpark during Scheduled Events and Non-scheduled Events and at such other times as the Licensor may consent to from time to time but subject to clause 4.2 and such reasonable rules and regulations as may be laid down by the Licensor from time to time.
- 4.2 During all Scheduled and Non-scheduled Events the Licensee will only be entitled to have access to the Suite if the Licensee has purchased tickets for that event (to a maximum number not exceeding the Allotted Tickets) pursuant to clauses 5.3.
- 4.3 The Licensor will use all reasonable endeavours to prevent all persons other than those authorised by the Licensee from obtaining access to or remaining in the Suite and the Carparks.

5. ALLOTTED TICKETS

- 5.1 The Licensee will be issued with the number of Allotted Tickets by the Licensor for each day of every Scheduled Event. Each ticket will permit one person entry into the Stadium and into the Suite.
- 5.2 The Allotted Tickets will be issued free of charge on the condition that the Licensee will not directly or indirectly sell or offer them for sale.
- 5.3 The Licensor will also provide the Licensee with the option to purchase the number of Allotted Tickets (or such lesser number as the Licensee may require) for each Non-scheduled Event at the Prime Ticket Price. Each such ticket will permit one person entry into the Stadium and into the Suite for that Event.
- 5.4 The Licensee expressly acknowledges that if for any reason there are additional fixtures allocated over and above the stated number of each type of Scheduled Event (e.g. a 6th Rugby Super 12 round-robin fixture or a 2nd Cricket test match), then such additional fixtures will be Non-scheduled Events and the provisions of clause 5.3 shall apply.
- 5.5 The Licensee will not buy tickets for entry into the Suite or the Stadium other than from the Licensor.

6. CARPARKS

- 6.1 The Licensee will be issued free of charge an identification or admission card for two Carparks. In the absence of such identification no vehicle will be allowed to enter the Suite Holders Carparking Area.
- 6.2 The Carparks will be available for use by the Licensee at such times as the Suite is in use, unless access is restricted at any time by the Licensor by closing off the Suite Holders Carparking Area.

7. SECURITY

- 7.1 The Licensor will provide such security precautions for the Suite and the Carparks as are deemed necessary by the Licensor, in addition to the gate keeping and security arrangements provided by the promoter of each event.
- 7.2 The Licensee indemnifies the Licensor in respect of any loss, or damage to the property of the Licensee or of any person occupying the Suite or the Carparks, whether or not arising out of the failure of such security precautions.

8. **CATERING**

- 8.1 The Licensor is entitled to appoint an independent catering contractor or contractors for the whole or any part of the Stadium (“the Caterer”) upon such terms and conditions as may be determined by the Licensor, including a provision for the Caterer to have exclusive rights over all or any catering in the Stadium and the suites. In the event a Caterer is appointed, the Licensee must exclusively use the Caterer at all times for its food, liquor and other catering requirements in the Suite. The Caterer will invoice the Licensee directly for such catering.
- 8.2 The Licensor will be under no liability whatsoever in respect of that arrangement or any failure by the Caterer to comply with the terms of any contract between the Caterer and the Licensee or other user of the suites in the Stadium

9. **CONDUCT OF THE LICENSEE**

- 9.1 The Licensee will not at any time during the continuance of this Licence use, exercise, or carry on in the Suite or on the Carparks or in their vicinity any harmful, noisy or offensive act or business and will only use the Suite and the Carparks for the purposes for which they are intended.
- 9.2 The Licensee will ensure that nothing will be done in the Suite or on the Carparks or their vicinity which will or may be an annoyance, nuisance, and disturbance to any person lawfully in the Stadium or on any neighbouring land.
- 9.3 Without limiting the generality of clauses 9.1 or 9.2 the Licensee agrees with the Licensor:
- (a) To be responsible at all times for the conduct of all the Licensee’s invitees and persons using the Suite and to ensure compliance with the terms and conditions of this Licence and any rules laid down by the Licensor and the reasonable instructions and directions of the Licensor’s Manager;
 - (b) That no person in the Suite or on the Carparks or in their vicinity will be permitted to act in such a manner as to cause disturbance to any person whether in any other suite, in the Stadium, or on any neighbouring land;
 - (c) That no person in the Suite or on the Carparks or in their vicinity will be permitted to engage in any activity contrary to the law;

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- (d) That the Licensee will not, except with the prior written consent of the Licensor, or as provided by this Licence, permit the Suite or the Carparks to be used for the purposes of journalism, sports reporting, photography, radio broadcast (either live or by telephone), television or film recording or video-taping or any kind either live or by delayed circuit (but this will not prevent the bona fide taking of photographs, filming or video recording for private and amateur purposes subject to any express prohibition against such activity by the organiser of the particular event) or allow to be displayed on any external wall of the Suite or anywhere in the Carparks any advertising sign, hoarding, banner or objects;
 - (e) That the Licensee will not sell or permit to be sold alcoholic liquor in the Suite or on the Carparks or anywhere else in the Stadium;
 - (f) That the Licensee will ensure that the Suite is not used for residential purposes;
 - (g) That the Licensee will promptly carry out all necessary or appropriate repairs, maintenance and cleaning of the Suite and/or the Carparks caused by the Licensee or any person occupying or enjoying the Suite or the Carparks;
 - (h) That the Licensee will not permit the Suite to be occupied at any Scheduled or Non-scheduled Event by a number of people exceeding the number of Allotted Tickets, without the express permission of the Licensor.

9.4 Whenever the Stadium is used for any event requiring special consideration or conditions in the Stadium, the Licensor will be entitled to impose restrictions on the use of the Suite and the Carparks.

10. **OUTGOINGS AND OTHER CHARGES**

10.1 The Licensee will pay:

- (a) All charges for telephone systems, and any other services (excluding electricity) supplied to the Suite;
- (b) All charges for catering supplied by the Caterer in accordance with clause 8;
- (c) Any additional cleaning charges pursuant to clause 10.2;
- (d) All costs of insurance incurred by the Licensee pursuant to clause 13.1; and
- (e) Any charges for additional tickets pursuant to clause 5.3.

10.2 The Licensor will be entitled to appoint an independent cleaning contractor or contractors for the various corporate suites, including the Suite. The Licensor will arrange for the cleaning of the Suite as appropriate after each day of each Scheduled Event and Non-scheduled Event. However, where the Licensor determines that the Suite has been left after any day of each Scheduled Event and Non-scheduled Event and at any other time in a condition which in the Licensor's opinion is not acceptable, then additional cleaning charges will be invoiced.

11. **FIT-OUT OF THE SUITE**

11.1 The Licensor will provide the Licensee with notice of details of the proposed fit-out of the Suite to be undertaken by the Licensor as is summarised in Item 13 of the First Schedule. The Licensee will respond to the Licensor within two (2) weeks of the notice being sent informing the Licensor whether it:

- (a) accepts the proposed fit-out, or
- (b) wishes the Licensor to still undertake the fit-out but on a basis different to that notified by the Licensor, or
- (c) intends to carry out its own interior fit-out.

If the Licensee fails to respond to the Licensor within the given period, the Licensor shall carry out the proposed fit-out and the Licensee will not have any right to require changes to the fit-out and the Licensee will not have any right to require changes to the fit-out. If the Licensee elects option (b) – the Licensor to undertake a revised fit-out, then provided the Licensor and Licensee can agree on the cost of such revised fit-out, the Licensor will undertake the revised fit-out with the Licensee to pay the Licensor for the cost of the revised fit-out in excess of the Prime Cost. If the cost of the revised fit-out is less than the Prime Cost, then such difference will be deducted from the amount of the Premium payable by the Licensee. If the Licensor and Licensee cannot agree on the cost of the revised fit-out then the Licensee will be deemed to have elected option (c). If the Licensee elects option (c) – to carry out its own interior fit-out, the amount of the Prime Costs will be deducted from the Premium.

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- 11.2 The Licensor will provide the Licensee with not less than two (2) weeks' notice specifying the date upon which the Suite will be available to the Licensee for the carrying out of any fit-out work to be undertaken by the Licensee. The Suite will then be available to the Licensee for a period of fourteen (14) days from the date set out in the notice ("the Fit-out Period") for the sole purpose of carrying out any such fit-out work including the installation of such chattels as the Licensee may require. During the Fit-out Period the Licensee will carry out (at its own cost) such fitting out work (if any) as it wishes although the Licensee is not permitted to make any structural changes. Prior to commencing any fit-out work the Licensee shall provide to the Licensor details of the plans and specifications of the proposed fit-out for the Licensor's approval which may be given subject to such reasonable requirements by the Licensor in respect of the standard of design and workmanship of the fit-out.
- 11.3 If the Licensee carries out any fit-out work, then the fit-out must be completed within the Fit-out Period with all due speed in a good and workmanlike manner and in accordance with the plans and specifications submitted to the Licensor and approved (including any further requirements requested by the Licensor). The Licensee shall make good any damage caused during such fitting-out work.
- 11.4 The Licensor may carry out and complete its own fit-out work during the Fit-out Period, and the Licensee will comply with all directions of the Licensor and the Licensor's contractors during the Fit-out Period so as to cause as little inconvenience as possible to the Licensor and the Licensor's contractors.
- 11.5 Regardless of whether the fit-out is completed by the Licensor or the Licensee ownership of the fit-out, (but excluding the Licensee's chattels) will be vested in the Licensor.

12. **MAINTENANCE, REPAIRS, ALTERATIONS AND ADDITIONS**

- 12.1 The Licensee will at the Licensee's expense keep the Suite in good repair and at the Final Expiry Date or sooner determination of the Licence will return the Suite to the Licensor in good repair. This obligation of the Licensee will not include responsibility for fair wear and tear nor any damage that is not attributable to any act or omission on the part of the Licensee or persons under the Licensee's control.

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- 12.2 The Licensee will also at the Licensee's expense:
- (a) Keep the Suite clean and tidy and ensure that all waste and rubbish is placed in suitable receptacles.
 - (b) Immediately report any damage to any part of the Suite (including windows) caused by the Licensee or persons under the Licensee's control, and such damage to be rectified by the Licensor at the Licensee's cost.
 - (c) Replace all damaged light globes, tubes and fittings within the Suite.
 - (d) Keep in the Suite only fixtures, fittings and other items which are of a standard, both as to quality and design approved by the Licensor.
- 12.3 The Licensee will neither make nor permit any alteration or addition to the Suite without the express written consent of the Licensor.
- 12.4 The Licensee may and, if required by the Licensor, will prior to or on the expiry of the Term, remove all additions or alterations made by the Licensee and make good damage to the Suite caused by such removal. Where the Term is terminated for any reason the Licensee may or will, if required by the Licensor, effect such removal and make good any damage immediately after such termination. In circumstances where the Licensee fails or refuses to effect such removal and making good then the Licensor may remove and store the alterations or additions not removed by the Licensee, and the Licensee will pay upon demand all costs and expenses incurred by the Licensor in so doing.
- 12.5 Subject to the provisions of clause 11.4, all or any additions or alterations made to the Suite and any fixtures kept in the Suite by the Licensee and which are in the Suite at the expiration of the Term whether by termination or passage of time will forthwith upon such expiration or termination vest in the Licensor without right of payment or compensation to the Licensee by the Licensor.
- 12.6 The Licensee will immediately give notice to the Licensor of:
- (a) Any damage to or defects in the Suite or the Carparks;
 - (b) Any circumstances likely to occasion any damage or injury within the Suite or the Carparks.
- 12.7 In addition to the number and name of the Suite, the Licensee will have the right to identify the Suite with a corporate emblem on the door of the Suite. Such emblem will be in a position approved by the Licensor and will have a maximum size as determined by the Licensor. No other identification or sign will be permitted either inside the entrance hall to the corporate suites or on the outside of the Suite facing the stand.

12.8 The Licensee will be entitled to leave its own furnishings, equipment and chattels in the Suite but will do so entirely at its own risk. All equipment requirements and fittings other than those supplied by the Licensor and the associated costs of that equipment and fittings including insurance, will be the responsibility of the Licensee.

13. **TRANSFER OF LICENCE**

13.1 The Licensee will not transfer this Licence at all prior to the Commencement Date.

13.2 From the Commencement Date the Licensee will not transfer this Licence without the prior consent in writing of the Licensor. The Licensor will not unreasonably withhold its consent to the transfer of this Licence to a suitable respectable responsible and solvent transferee (“the Transferee”) BUT before giving such consent, and as a condition precedent to the giving of such consent, the Licensor will be entitled to the performance by the Licensee of the following conditions:

- (a) The Licensee will submit to the Licensor the name address and occupation of the Transferee together with reasonable evidence that such person is suitable respectable responsible and solvent.
- (b) If the Transferee is accepted by the Licensor, the Licensee will pay the Licensor's solicitors costs of and incidental to the giving of such consent.
- (c) The Licensee will pay all licence fees and other moneys due and payable by the Licensee to the Licensor and will perform all the Licensee's other obligations under this Licence up to the date of the proposed transfer.
- (d) The Licensee will at the Licensee's own expense procure the execution by the Transferee of a Deed of Covenant with the Licensor that the Transferee will at all times duly pay the licence fees at the times and in the manner provided in this Licence and will observe and perform all the covenants and conditions contained in this Licence (but without thereby releasing the Licensee from the Licensee's obligations under this Licence).
- (e) Where the Transferee is a company the Licensor may require that the Deed of Covenant referred to in clause 12.2(d) be executed by that company and also by such of the directors and/or shareholders of that company as the Licensor requires, as joint and several guarantors, upon such terms as the Licensor may require.

13.3 Where the Licensee for the time being under this Licence is a company (not being a company listed on the New Zealand Stock Exchange), any change in the shareholding or capital structure of the Licensee which alters the effective control of the Licensee will be deemed to be an assignment requiring the consent of the Licensor in terms of clause 13.2.

14. **INSURANCE**

14.1 The Licensee will from the Commencement Date obtain and provide appropriate evidence of full public liability insurance cover in respect of public liability in the sum of \$1,000,000.00 in relation to the Licensee's use of the Suite and the Carparks, with an insurance company approved by the Licensor.

14.2 The Licensee and persons under the Licensee's control will not do or permit anything to be done in the Suite whereby:

- (a) Any insurance effected by the Licensor may be rendered void or voidable, or
- (b) (Except with the Licensor's prior written approval) the premium payable on any such insurance will be liable to increase, in which case the Licensee will pay any extra premium payable by the Licensor.

15. **GOODS AND SERVICES TAX**

15.1 The Licensee will pay to the Licensor, or as the Licensor directs, the GST payable by the Licensor in respect of the Annual Licence Fee and other payments payable by the Licensee under this Licence. The GST in respect of the Annual Licence Fee will be payable on each occasion when any licence fee payment falls due for payment and in respect of any other payment will be payable upon demand.

15.2 If a Licensee will make default in payment of the licence fee or other moneys payable under this Licence and the Licensor becomes liable to pay additional GST then the Licensee will on demand pay to the Licensor the additional GST.

16. **LICENSEE'S INDEMNITY**

16.1 The Licensee agrees to occupy and use the Suite and the Carparks at the Licensee's risk and releases to the fullest extent permitted by law the Licensor its servants and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident damage or injury occurring to any person or property in or about the Suite and the Carparks.

- 16.2 The Licensee will keep the Licensor indemnified against all claims actions losses and expenses of any nature which the Licensor may suffer or incur or for which the Licensor may become liable in respect of or arising out of:
- (a) The neglect or careless use or misuse by the Licensee and persons under the Licensee's control of the Suite and the Carparks or any of the utilities or other services to the Suite or arising out of any faulty fixture or fitting of the licensee.
 - (b) Any accident or damage to property or persons arising from any occurrence in or near the Suite and the Carparks wholly or in part by reason of any act or omission by the Licensee and persons under the Licensee's control.
- 16.3 The Licensor accepts no responsibility to the Licensee for the acts or omissions of any other licensee at the Stadium or its servants or agents or any member of the public.

17. COMPLIANCE WITH REQUIREMENTS

- 17.1 The Licensee will comply with all Acts, by-laws and regulations so far as they relate to, and all notices or orders which may be given by any competent authority in respect of, the Suite and the Carparks or the management of the Stadium and will keep the Licensor indemnified in respect of all such matters. The Licensee will not however be under any liability in respect of any structural alteration required by such notice or order.
- 17.2 The Licensee will not bring into or install in the Suite any machinery plant or equipment of such a weight or size as may be liable to cause structural or other damage to the Suite.

18. TERMINATION

- 18.1 Notwithstanding anything contained in this Licence, the Licensor may revoke this Licence at any time during the Term where the Licensor, in its sole discretion, requires the Suite or the Carparks for future development of the Stadium.
- 18.2 If the Licensor exercises its right to revoke this Licence pursuant to clause 18.1 it will within 10 days refund to the Licensee:
- (a) a proportion of the current Annual Licence Fee paid, calculated on a daily basis from the date of revocation until the last day of the year in respect of which the Annual Licence Fee was paid; and
 - (b) a proportion of any Premium that relates to that part of the maximum contemplated Term under this Licence (exclusive of renewals) from the date of revocation under this Licence.
- 18.3 The Licensor may terminate this Licence immediately by notice in writing to the Licensee if:
- (a) Any Annual Licence Fee (or monthly payment thereof) is in arrears by more than seven (7) days, whether formal or legal demand for it has been made, and it is agreed that no demand is required; or
 - (b) The Licensee, being in breach of its obligations under this licence, fails to remedy that breach within fourteen (14) days after receipt of notice by the Licensor requiring it to do so, or

- (c) The Licensee
 - (i) not being a company becomes bankrupt or insolvent or compounds with or assigns his estate or any substantial part thereof for the benefit of his creditors or any number of his creditors; or
 - (ii) being a company, is placed in receivership or be subject of a resolution or order for liquidation (except for the purpose of a reconstruction of the Licensee approved by the Licensor).
- 18.4 If this Licence is terminated by the Licensor pursuant to clause 18.3, the Licensee must immediately return to the Licensor any advance ticketing held by the Licensee for the Suite (if applicable). Alternatively, the Licensor will also be entitled upon termination to void any advance ticketing held by the Licensee.
- 18.5 Termination of this Licence does not relieve the Licensee of any other liability it may have for any breach or non-observance of its obligation under the Licence.
- 18.6 Upon termination of this Licence pursuant to clause 18.3 the Annual Licence Fee paid will be forfeited to the Licensor and the Licensee will have no claim whatsoever against the Licensor. For the avoidance of doubt, this clause does not prevent the Licensor making a claim against the Licensee for damages.
- 18.7 For the purposes of clause 18.3(a), the expression 'Annual Licence Fee' extends to and includes not only the Annual Licence Fee payable in terms of this Licence but also all charges pursuant to clause 10.1 and any money paid by the Licensor upon default by the Licensee of its obligations under this licence together with all GST payable on such amounts.

19. **RIGHTS RESERVED BY THE LICENSOR**

- 19.1 The Licensor has the right to enter upon the Suite or upon the Carparks with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency):
 - (a) To view the state of repair of the Suite and Carparks and/or to inspect the Suite and Carparks to ascertain whether or not there has been any breach of the terms of this Licence.
 - (b) To carry out repairs or other works to the Suites and Carparks or services to the Suites or to any other part of the Stadium.
 - (c) To execute any work required to remedy a defect which is the Licensee's duty to repair if the Licensee has not, within a reasonable period after the date of receipt by the Licensee of written notice from the Licensor requiring such defect to be repaired, taken steps to remedy that defect.
 - (d) For the purpose of complying with the terms of any present or future legislation affecting the Suite and Carparks or of any notice served on the Licensor or Licensee by any competent authority for which the Licensee is not responsible under this Licence.

PROVIDED ALWAYS in exercising such rights the Licensor will use its best endeavours to minimise any disturbance caused to the Licensee in its occupation and use of the Suite and Carparks.

19.2 The Licensor may elect to remedy at any time, without notice, any default by the Licensee under this Licence and all costs and expenses incurred by the Licensor (including all legal costs and expenses) in remedying such defaults will be paid by the Licensee to the Licensor forthwith on demand.

20. **DAMAGE OR DESTRUCTION OF THE SUITE OR THE STADIUM**

20.1 If at any time the whole or any part of the Suite and/or the Stadium is damaged, then, and in every such case, subject to the provisions of sub-clauses 19.3, 19.4 and 19.5 and to the rights of the Licensor's mortgagee (if any), all insurance moneys received by the Licensor in respect of such damage will be applied in reinstating the Suite and/or Stadium so far as the insurance moneys will extend.

20.2 From the date of such damage, until the Suite and/or the Stadium have been reinstated, the Annual Licence Fee will abate by a fair and just proportion having regard to the detriment suffered by the Licensee as a result of such damage. Should any dispute or difference arise as to the proportion by which the Annual Licence Fee should be abated, that dispute or difference will be determined by dispute resolution under clause 22.

20.3 If at any time the Suite and/or the Stadium is completely destroyed or is so damaged that the Suite and/or the Stadium becomes unfit for occupation by the Licensee then this Licence will ipso facto determine as from the date of such destruction or damage.

20.4 If:

- (a) The insurance moneys received by the Licensor are in the Licensor's opinion insufficient to meet the costs of repairing or reinstating the whole or any part of the Suite and/or the Stadium; or
- (b) The requirements of any by-law regulation or other statutory provision for the time being in force will, in the opinion of the Licensor, render it impossible impracticable or otherwise undesirable to repair or reinstate the whole or any part the Suite and/or the Stadium; or
- (c) The whole or any part of the Suite and/or the Stadium, in the opinion of the Licensor, are so damaged as to render it difficult, impracticable or otherwise undesirable to repair or reinstate the whole or any part of the Suite and/or the Stadium without obtaining possession of the Suite and/or the Stadium from the Licensee then, and in every such case the Licensor may within three (3) calendar months from the date of damage terminate this Licence but upon giving not less than one (1) calendar month's notice in writing to the Licensee.

20.5 In the event of the termination of this Licence pursuant to either sub-clause 20.3, or 20.4 of this clause the Licensee will not be released from liability for the Annual Licence Fee and GST accrued up to the date of such termination, or for any breach by the Licensee of its obligations under this Licence committed before the date of such termination.

21. **COSTS**

The Licensee will pay:

- (a) the Licensor's legal costs of and incidental to the preparation and execution of this Licence or any variation or surrender of this Licence, or the obtaining of any consents or approvals associated with this Licence and will also pay all stamp duty at any time payable;
- (b) all costs and expenses for which the Licensor will become liable in consequence of or in connection with any breach or default by the Licensee in the performance or observance of any of the terms of this Licence, including costs and expenses incurred by the Licensor in the enforcement or attempted enforcement by the Licensor of its remedies under this Licence. Where the costs incurred by the Licensor are in respect of fees incurred by the Licensor with its solicitors, those costs will be paid on a solicitor/client basis. Where the costs incurred by the Licensor represent a charge by the Licensor to the Licensee for its own administration or other expenses, then such charge will in all the circumstances be reasonable. If any dispute or difference will arise as to what is a reasonable charge, such dispute or difference will be determined by the dispute resolution procedure set out in clause 22.

22. **NOTICES**

22.1 A notice under this Licence must be signed by or on behalf of the party giving it, must be addressed to the person whom it is to be given and be:

- (a) Delivered at the person's address; or
- (b) Sent by registered letter to that person's address; or
- (c) Transmitted by facsimile to that person's address.

22.2 Any notice given or served by post will be deemed to be duly given or served at the time it would in the ordinary course be delivered. Any notice served by facsimile will be sufficiently served on the date when it is actually received.

22.3 For the purposes of this clause, the address of a party is the address set out in items 11 and 12 of the First Schedule or as subsequently varied from time to time in writing from one party to the other.

23. **DISPUTES RESOLUTION**

23.1 In the event of any dispute or difference between the parties in relation to or arising out of this Licence then, if the parties so agree, the dispute or difference may be referred to mediation, with such mediation to be conducted on such basis as the parties may agree.

23.2 In the event of the dispute or difference not being resolved by mediation, then it will be determined by a single arbitrator. That arbitrator will be agreed between the parties, or failing agreement will be appointed by the President for the time being of the Canterbury District Law Society (Clause 1 of the Second Schedule to the Arbitration Act 1996 will not apply). The arbitration will otherwise be conducted in accordance with the Arbitration Act 1996 or any statute enacted in substitution for the time being in force.

CONSENT OF THE VICTORY PARK BOARD

The Board hereby consents to the within Licence which it confirms the Licensor is authorised to grant.

The Board acknowledges the terms of the within Licence. In the event that the Board revokes the authority of the Licensor granted pursuant to the Deed of Succession dated 17 March 1999 (which includes the right of the Licensor to grant this Licence) then the Board confirms that it will continue to be bound by the terms of the Licence and shall assume the role of Licensor vis a vis the Licensee.

THE COMMON SEAL of) _____
THE VICTORY PARK BOARD was) _____
affixed by and in the presence of:) _____

EXECUTION

SIGNED on behalf of **JADE STADIUM**)
LIMITED as the Licensor by its Chief)
Executive Officer in the presence of:)

Chief Executive Officer

SIGNED on behalf of **[Licensee]**)
as the Licensee by its authorised signatories)
in the presence of:)

THIRD SCHEDULE (PLANS)

Plan of Suite Number [_____]

Carparking Plan and Plan of Hadlee Stand Suiteholder's Carparking Area