

29 April 2024  
1018875.4000

Fale Malae Trust  
c/o Office of the AVC (Pacifica)  
P O Box 600

Attention: Sophie Bishop

Dear Sophie,

Reliance Statement – Frank Kitts Park Redevelopment

Tonkin & Taylor Ltd (T+T) was engaged by Wellington City Council (the Client) to provide engineering services to support a resource consent application for the Frank Kitts Park Redevelopment. The Client has agreed to us providing you with a copy of the following report(s) (the Report(s)) prepared by us for the Client:

- 1 Report titled "*Frank Kitts Park Redevelopment, Geotechnical Report*" dated 16 April 2024. T+T Ref. 1018875.4000 v1.
- 2 Report titled "*Contamination Site Management Plan – Frank Kitts Park Redevelopment*" dated 19 April 2024. T+T Ref. 1018875.4000 v1.
- 3 Contaminated land report titled "*Detailed Site Investigation, Frank Kitts Park Redevelopment*" dated April 2024. T+T Ref. 1018875.4000 v2.
- 4 Report titled "*Frank Kitts Park Redevelopment, Erosion and Sediment Control Plan,*" dated 19 April 2024. T+T Ref. 1018875.4000 v1.
- 5 Report titled "*Frank Kitts Park Redevelopment, Preliminary Civil Engineering Report,*" dated April 2024. T+T Ref. 1018875.4000 v1.

We acknowledge that you may rely on the Report(s) subject to, and on the basis of:

- i the assumptions, qualifications and limitations made in the Report(s); and
- ii the terms of this letter.

The Report(s) have been prepared following consultation with, and on the basis of instructions received from, the Client only. While we have reviewed issues which you may require to be reviewed, the issues covered by the Report(s) and the emphasis placed on them may not necessarily address all or any of the specific concerns or interests of anyone other than the Client.

We shall not assume any responsibility or liability to you which is additional to or greater (both in duration and quantum) than that which we already have to the Client.

We shall not be liable for, and expressly exclude in advance any liability to keep you informed of, any change in the analysis or information contained in the Report(s) after the date of the Report(s) (as applicable), whether or not it has an effect on the findings and conclusions contained in the applicable Report(s).

We shall not be liable to you for any error, omission or negligence in the Report(s) to the extent that you make a recovery in respect of the same matter, fact or circumstance from any other person.

The aggregate liability of T+T, its officers and employees (including any of T+T's related entities involved in the preparation of the Report(s), their respective officers or employees) to the Client, you and any other person to whom reliance upon the Report(s) may be extended by us, for all losses, damages or costs suffered or incurred, directly or indirectly, under or in connection with the Report(s) including, but not limited to, losses, damages or costs arising under contract, statute, tort (including negligence) or otherwise, shall be subject to the exclusions and limited to the maximum liability of T+T under the applicable terms of our engagement with the Client.

The Report(s) are confidential and may not be disclosed to any person other than:

- i to your professional advisers for the purposes of considering and evaluating the Report(s); or
- ii to the extent you are required to disclose the same pursuant to any law or order of any court or order of any governmental agency or regulatory body with whose instructions the recipient habitually complies.

You agree that any use or reliance by you on the Report(s) is for your business purposes, and that the provisions of the Consumer Guarantees Act 1993 are excluded in relation to any such use or reliance.

If any term or provision of this letter shall be held to be illegal, invalid or unenforceable, in whole or in part, such provision (or part) shall to that extent be deemed not to form part of this letter but the legality, validity and enforceability of the remainder of this letter shall not be affected.

This letter is subject to the laws of New Zealand and any dispute which may arise out of or in connection with this letter will be subject to the dispute resolution procedure set out in the applicable terms of our engagement with the Client.

Please sign the accompanying copy of this letter and return it to us as an acknowledgement and acceptance of its terms.

Yours sincerely



Dr. Eng Liang Chin  
Project Director

29-Apr-24  
Frank Kitts Park Redevelopment\_T+T Letter of Reliance.docx

We hereby agree to the terms of this letter.

For and behalf of Fale Malae Trust



Signature

Adrian Orr

Name

Chair

Title

30 April 2024

Date