

29 February 2024

[REDACTED]  
[REDACTED]@stuff.co.nz

Kia ora [REDACTED]

### Official Information request – National Music Centre

Thank you for your request made under the Local Government Official Information and Meetings Act 1987 (the Act), received on 7 November 2023. You requested the following information:

- *...from the start of 2023, all correspondence, briefings and meeting notes between the council and stakeholders in the National Music Centre (including fundraising chairperson Kerry Prendergast, the NZSO and/or Victoria University) regarding the [proposal National Music Centre](#), the Town Hall, the MOB/CAB buildings and the Michael Fowler centre.*
- *I would also like to request a copy of any contract or funding agreement about the National Music Centre which the council is involved in. 2017?*

The National Music Centre is a collaboration between Wellington City Council, New Zealand Symphony Orchestra (NZSO) and Victoria University of Wellington's School of Music. The intention of the collaboration is to establish dedicated and shared facilities to enable the synergy between the parties to deliver activities that would nurture the next generation of musicians and to make Wellington a national centre of excellence in music. It was initially proposed that, under the agreement, NZSO and the School of Music would be accommodated in the Wellington Town Hall, the Michael Fowler Centre and the Municipal Office Building (MOB) in the Civic Square however since then, due to updated seismic assessments on MOB and the Michael Fowler Centre, the proposal now focuses on the Wellington Town Hall and Te Matapihi Central Library.

Wellington City Council has **granted in part** your request for information. Below are the documents that fall in scope of your request and my decision to release the document.

	<b>Document name/description</b>	<b>Decision</b>
1	Emails	Released with redactions
2	Agendas and Minutes	Released with redactions
3	Terms of Reference	Released in full
4	Collaboration and Redevelopment Agreement	Released in full

Information has been withheld under the Act, for items 1 and 2 above. These redactions have been made on the following grounds:

- Section 7(2)(a) – To protect the privacy of individuals
- Section 7(2)(b)(ii) – To protect information that would be likely to prejudice the commercial position of the person who supplied or who is the subject of the information
- Section 7(2)(f)(i) – To maintain the effective conduct of public affairs through the free and frank expression of opinions by or between or to members or officers or employees of any local authority in the course of their duty
- Section 7(2)(g) – To protect legal privileged documents (these have been withheld in full)
- Section 7(2)(i) – To enable the Council to undertake, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).

In addition, you will notice that material that is a duplicate or is not relevant to your request has been redacted as being 'Out of Scope'.

### **Right of review**

If you are not satisfied with the Council's response, you may request the Office of the Ombudsman to investigate the Council's decision. Further information is available on the Ombudsman website, [www.ombudsman.parliament.nz](http://www.ombudsman.parliament.nz).

Please note, we may proactively release our response to your request with your personal information removed.

Thank you again for your request. If you have any questions, please feel free to contact me.

Kind regards

Susan Sales  
**Official Information**

**From:** Vicky Boswell <[vicky.boswell@vuw.ac.nz](mailto:vicky.boswell@vuw.ac.nz)>  
**Sent:** Monday, 20 February 2023 1:14 pm  
**To:** John Allen <[john.allen@wellingtonnz.com](mailto:john.allen@wellingtonnz.com)>; Kym Fell <[Kym.Fell@wcc.govt.nz](mailto:Kym.Fell@wcc.govt.nz)>; Peter Biggs <[peter.biggs@nzso.co.nz](mailto:peter.biggs@nzso.co.nz)>  
**Cc:** Emma Santer <[Emma.Santer@wellingtonnz.com](mailto:Emma.Santer@wellingtonnz.com)>; Emilee Dimcheff <[Emilee.Dimcheff@wcc.govt.nz](mailto:Emilee.Dimcheff@wcc.govt.nz)>; Kerry Verberne ([ea@nzso.co.nz](mailto:ea@nzso.co.nz)) <[ea@nzso.co.nz](mailto:ea@nzso.co.nz)>; Sarah Leggott <[sarah.leggott@vuw.ac.nz](mailto:sarah.leggott@vuw.ac.nz)>  
**Subject:** 22 February NMC CGG meeting papers

Kia ora koutou,

Please find attached the agenda for Wednesday's National Music Centre Collaborative Governance Group meeting and the minutes from our last meeting in November 2022.

Note the documents (updated vision, PAA, CGG Partnership Principles) Peter circulated at the end of last year will be covered under the first agenda item as action points from previous meetings. I have also attached Sarah's email from last week which included a revised suggestion for the draft vision.

Many thanks

Ngā mihi

Vicky Boswell

EA & Project Coordinator to Professor Sarah Leggott, Pro Vice-Chancellor  
Wellington Faculties of Humanities & Social Sciences | Education  
Te Herenga Waka - Victoria University of Wellington  
Phone: +64-4-463 5208  
Room MY408, Murphy Building, Kelburn Parade  
[www.wgtn.ac.nz](http://www.wgtn.ac.nz) | 0800 04 04 04



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**From:** Vicky Boswell <[vicky.boswell@vuw.ac.nz](mailto:vicky.boswell@vuw.ac.nz)>  
**Sent:** Thursday, 23 February 2023 4:57 pm  
**To:** John Allen; Kym Fell; Peter Biggs  
**Cc:** Sarah Leggott; Emma Santer; Emilee Dimcheff; Kerry Verberne ([ea@nzso.co.nz](mailto:ea@nzso.co.nz))  
**Subject:** Minutes/actions from yesterday's NMC Collaborative Governance Group meeting  
**Attachments:** 02 22 Feb NMC CGG mtg minutes.pdf; 22022023 presentation NMS.pptx

Kia ora koutou,

Please find attached the minutes/actions from yesterday's Governance Group meeting as well as Manda Grubner's presentation.

Tomorrow I will circulate the CGG Partners Principles document for signature.

Many thanks

Ngā mihi

Vicky Boswell

EA & Project Coordinator to Professor Sarah Leggott, Pro Vice-Chancellor  
Wellington Faculties of Humanities & Social Sciences | Education  
Te Herenga Waka - Victoria University of Wellington  
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**NMC Collaborative Governance Group (CGG)**  
Meeting minutes for Wednesday 22 February, 2.30 – 4.00pm  
Kumutoto Room, level 1, WellingtonNZ

**Attendance:**

**Chair:** John Allen

**Members:** NZSO: Peter Biggs  
VUW: Sarah Leggott  
WCC: Kym Fell

**Other:** VUW: Vicky Boswell (minutes)  
WCC: Manda Grubner (for agenda item 2 only)

**1. Minutes and summary of action points from previous meeting**

VUW and NZSO provided a project status update:

- VUW – a paper regarding premises and budget will be taken to the University Finance Committee and Council in March.
- NZSO – have signed a 5-year lease for level 1, Findex House commencing May 2023. The building is easily sublet, allowing flexibility as needed. It was agreed that at the next CGG meeting Kirsten Mason from NZSO will give a presentation about the venues she has visited in the United States which are very similar to the National Music Centre.

<b>Actions from 22 February mtg</b>	<b>Who</b>	<b>Status</b>
1. Invite Kirsten Mason from NZSO to next CGG meeting	Vicky Boswell	Complete
2. Circulate Manda Grubner's presentation to the CGG	Vicky Boswell	
<b>Actions from 29 November 2022 mtg</b>	<b>Who</b>	<b>Status</b>
3. It was agreed at the August CGG meeting that the vision for the NMC needs to be more emotional and exciting, with an added national focus. Peter to circulate the draft vision.	Peter Biggs	Complete CGG agreed on draft vision Peter circulated. Vision to be parked until further project details confirmed.
4. Clarify re OMG convenor role	Peter Biggs	In progress Confirm if Craig Thorne or Kirsten Mason from NZSO will undertake the role.
<b>Actions from 13 September 2022 mtg</b>	<b>Who</b>	<b>Status</b>
1. Invite s7(2)(a) to talk to this group at a future meeting	Vicky Boswell	Schedule later (after premises has been decided).
2. CGG Partnership Principles document – update and share so document can be adopted and signed by all parties.	Vicky Boswell	In progress 22 Feb 2023 - CGG agreed document be adopted with the addition of Te Reo titles. Document will be shared

		electronically with all parties for signature.
3. CGG members to brief their legal representatives and ask them to liaise to progress the PAA.	Peter/Sarah/Kym	In progress
4. Each party appoint individuals to the PDG	Peter/Sarah/Kym	Currently in abeyance CGG to consider if this group required.
5. Formulate some notes for a potential oversight role for the NMC.	Peter Biggs	Complete

## 2. Engagement with mana whenua – Manda Grubner WCC

Manda’s presentation provided background relating to WCC’s past and current engagement with mana whenua. She also provided some ideas and advice on how this group could in engage with mana whenua in the future.

Summary of main discussion points:

- CCG should think about the “why” and be clear on what we are asking of mana whenua. What are the opportunities for mana whenua and the role they may want to play e.g. co-design, partnership, a seat at the table etc. How can we build something together? How would this engagement benefit the NMC?
- Who from mana whenua should the CGG speak with? It was suggested CEOs meet with CEOs, Chairs with Chairs and the first meeting be a conversation over kai to start building relationships and find a way to connect. Talk about what the CGG are trying to achieve; this group should have that discussion before meeting, so you are clear about what you want from the conversation with mana whenua.
- These conversations should be completely transparent and the CGG should be open about the conversations happening across the group. It was suggested the CGG met separately with s7(2)(a), Chair of the Palmerston North Māori Reserves Trust, and meet with the following people together as a group.
  - s7(2)(a) – CEO, Te Rūnanga o Toa Rangatira
  - s7(2)(a) – Chair of Te Rūnanganui o Te Āti Awa
  - s7(2)(a) – Chair of the Board Taranaki Whānui (Port Nicholson Block Settlement Trust)
  - s7(2)(a) – CEO of Te Rūnanganui o Te Āti Awa
  - s7(2)(a) – Chair of Te Rūnanga o Toa Rangatira
- Manda’s presentation was requested be shared with the CGG. Vicky to circulate.

## 3. AOB

NIL

## Pre 2020

Tira Poutama  
small,  
operational  
Tiriti team

He Waka Eke  
Noa  
Effectiveness  
Framework

Te Tauihu  
Te reo Māori  
Policy

MoU  
agreements  
with iwi



## 2020 - 21

Appointment  
of Tākai Heke  
Māori, Chief  
Māori Officer

LTP  
Objective:  
Mana  
Whenua  
Partnerships

Council  
Pouwiwi roles  
created

Establishment  
of Māori Ward



TE RŪNANGANUI O TE ĀTI AWA

## 2022

Tākai Here  
agreement  
signed

Tūpuki Ora  
Action Plan  
adopted

Mahau te reo  
Māori app  
launched

Tūpuki Ora  
Māori  
Strategy  
launched

Tākai Here  
Leaders  
Forum  
Established

Inauguration  
at Pipitea  
Marae with iwi

Tūpuki Ora  
Māori  
Strategy  
launched

Priority  
Outcomes set

\$1mil  
investment  
into Te Wiki o  
Te Reo



TE RŪNANGA O  
**TOA RANGATIRA**

**Absolutely Positively  
Wellington City Council**  
Me Heke Ki Pōneke

On 29 April, 182 years since Te Tiriti o Waitangi was signed in our harbour, we signed a new partnership agreement with mana whenua



TARANAKI WHĀNUI  
KI TE UPOKO O TE IKA



TE RŪNANGANUI O TE ĀTI AWA



TE RŪNANGA O  
**TOA RANGATIRA**

**Absolutely Positively  
Wellington City Council**  
Me Heke Ki Pōneke

# MANA WHENUA AND WCC SHARED PRIORITY OUTCOMES

KĀINGA ME TE WHENUA Wellbeing of housing and land

MAURI ORA O TE TĀNGATA Wellbeing of People

TE AO MĀORI - Te Reo Māori & Te Ahurea Māori - Wellbeing of Culture, Arts and Language

TAIAO - Wellbeing of our Environment

PARTNERSHIP – wellbeing of our partnership



TE RŪNANGANUI O TE ĀTI AWA



TE RŪNANGA O  
**TOA RANGATIRA**

**Absolutely Positively  
Wellington City Council**  
Me Heke Ki Pōneke

# OUR PARTNERS | NGĀ KAIHOE

TE ĀTI AWA is represented by Te Rūnanganui o Te Āti Awa ki te Upoko Te Ika a Māui and includes Pipitea Marae, Te Tatau o te Pō Marae and Waiwhetu Marae.

TARANAKI WHĀNUI is represented by Port Nicholson Block Settlement Trust

NGĀTI TOA RANGATIRA is represented by Te Rūnanga o Ngāti Toa Rangatira and includes Takapūwāhia Marae, Hongoeaka Marae, Whakatū Marae and Wairau Pā.



# WORKING WITH MANA WHENUA

- What do you already have in place?
- How does the mahi of the National Music Centre link to mana whenua outcomes and goals?
- Explore what the benefit is for mana whenua to partner with you?
- Seek clarity about what you want to achieve in your partnership before you connect.
- Think about the opportunities for mana whenua and what kind of role they may want play:
  - co-design
  - service delivery
  - co-governance
  - strategic input
  - input into key decisions



**Absolutely Positively  
Wellington City Council**  
Me Heke Ki Pōneke

# WORKING WITH MANA WHENUA

- Be prepared to invest - in time, into relationship building and financially
- Understand who the right people are and where to start
- Think about the opportunities for mana whenua inside your organisations now - what are the low hanging fruit?
  - Employment
  - Scholarships or learning opportunities
  - Procurement and investment into the Māori Economy
  - Culturally - learning about the whenua in which you live and work on
  - Culturally - through storytelling, naming and purpose

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**From:** Vicky Boswell <vicky.boswell@vuw.ac.nz>  
**Sent:** Friday, 31 March 2023 9:43 am  
**To:** John Allen; Kym Fell; Peter Biggs  
**Cc:** Sarah Leggott; Emma Santer; Emilee Dimcheff; NZSO EA (ea@nzso.co.nz)  
**Subject:** Minutes/actions from 20 March NMC Collaborative Governance Group meeting  
**Attachments:** 03 20 Mar NMC CGG mtg minutes.pdf; CGG presentation 20-3-23.pptx

Kia ora koutou,

Please find attached the minutes/actions from the 20 March NMC Governance Group meeting as well as Kirsten Mason's presentation.

**The action points from this meeting:**

1. Vicky to circulate Eisenhower Presentation to CGG
2. Invite Gisela Carr (WCC), Warwick Dent, Kirsten Mason (NZSO) and Sally Jane Norman (VUW) to 28 April CGG meeting to discuss OMG.
3. Biggsy to invite the Mayor to the 28 April meeting; he will develop a short presentation for her.

Biggsy have you heard back from the Mayor's office regarding Tory's invite to our next meeting on 28 April? It would be helpful know if she will attend, and if so for how long, before I reach out to the other group of people we want to invite to the same meeting to discuss the OMG.

Many thanks and happy Friday.

Ngā mihi

Vicky Boswell

EA & Project Coordinator to Professor Sarah Leggott, Pro Vice-Chancellor  
Wellington Faculties of Humanities & Social Sciences | Education  
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NMC Collaborative Governance Group (CGG)  
Meeting minutes for Monday 20 March, 2.00 – 3.00pm  
Kumutoto Room, level 1, WellingtonNZ

**Attendance:**

Chair: John Allen

Members: NZSO: Peter Biggs – arrived 2.10pm  
VUW: Sarah Leggott  
WCC: Kym Fell (via Zoom)

Other: VUW: Vicky Boswell (minutes)  
NZSO: Kirsten Mason (for agenda item 1 only)

1. 2.00 – 2.30pm: Presentation on findings from the Eisenhower Fellowship – Kirsten Mason  
NZSO

Kirsten provided a presentation regarding the Eisenhower Fellowship she was selected for last year. Her research was around how US orchestras, and the halls in which they are based, served the communities in their cities and region, the different models, and some of the innovations they are investing in to serve their communities better. These could provide useful insights for the NMC.

Summary of main discussion points:

- Visit to the US included many cities and orchestras, and an overview was provided of the different venues visited.
- CGG liked the Miami Centre model which included free outdoor concerts displayed on a big screen.
- Music Schools are not doing anything different from what we already do. Kirsten thought this was an opportunity for us to do something international leading in this space.
- Many of the orchestra venues hold ideas-led, themed festivals which encourage inclusion and diversity in their communities.
- CGG asked in there were any other experts or leaders we could engage with. Kirsten advised the potential people we could connect with are endless so the CGG should firstly identify the priorities for this project so subsequent engagement is relevant.
- Kirsten will share the presentation with Vicky who will circulate to CGG. Kirsten left the meeting.

The CGG discussed how to progress conversations this group has had to date. A work programme for the CGG was suggested around relationships (mana whenua, and other entities nationally and in Wellington), the vision (what does it mean, what's the strategy from the vision, what's the experience going be like?), and the structure.

It was agreed there is a lot of confusion around the structure particularly relating to the purpose of the PDG and OMG. A reset is needed for clarity on the purpose, roles of each group, their structure, and deliverables. It was agreed to invite Gisela Carr (WCC), Warwick Dent, Kirsten Mason (NZSO) and Sally Jane Norman (VUW) to the next CGG meeting on 28 April. The conversation will be about our vision, and how the CGG thinks the OMG might work – Vicky to coordinate.

Biggsy to also invite the Mayor to the 28 April meeting; he will develop a short presentation for her.

## 2. Minutes and summary of action points from previous meeting

It was agreed action point 4: *Each party appoint individuals to the PDG from 13 September 2023 meeting can now be removed.*

<b>Actions from 22 February mtg</b>	<b>Who</b>	<b>Status</b>
1. Invite Kirsten Mason from NZSO to next CGG meeting	Vicky Boswell	Complete
2. Circulate Manda Grubner's presentation to the CGG	Vicky Boswell	Complete
<b>Actions from 29 November 2022 mtg</b>	<b>Who</b>	<b>Status</b>
1. It was agreed at the August CGG meeting that the vision for the NMC needs to be more emotional and exciting, with an added national focus. Peter to circulate the draft vision.	Peter Biggs	Complete CGG agreed on draft vision Peter circulated. Vision to be parked until further project details confirmed.
2. Clarify re OMG convenor role	Peter Biggs	In progress Confirm if Craig Thorne or Kirsten Mason from NZSO will undertake the role.
<b>Actions from 13 September 2022 mtg</b>	<b>Who</b>	<b>Status</b>
1. Invite s7(2)(a) to talk to this group at a future meeting	Vicky Boswell	Schedule later (after premises has been decided).
2. CGG Partnership Principles document – update and share so document can be adopted and signed by all parties.	Vicky Boswell	In progress 22 Feb 2023 - CGG agreed document be adopted with the addition of Te Reo titles. Document will be shared electronically with all parties for signature.
3. CGG members to brief their legal representatives and ask them to liaise to progress the PAA.	Peter/Sarah/Kym	In progress
4. Each party appoint individuals to the PDG	Peter/Sarah/Kym	Currently in abeyance CGG to consider if this group required. Agreed to remove.
5. Formulate some notes for a potential oversight role for the NMC.	Peter Biggs	Complete

### 3. AOB

- MOB – not an option for the NMC as consent is still being worked through.
- Sarah advised approval of an additional \$6.3M for the cost escalation for the WTH fitout is being requested from the University Council next week. No decision on Stage 2 (other premises) as more work is needed around the different costings and business cases in the current financial context for the University.
- NZSO require another \$5M for the WTH which is going to their Board next week.

#### **Action points from this meeting:**

1. Vicky to circulate Eisenhower Presentation to CGG
2. Invite Gisela Carr (WCC), Warwick Dent, Kirsten Mason (NZSO) and Sally Jane Norman (VUW) to 28 April CGG meeting to discuss OMG.
3. Biggsy to invite the Mayor to the 28 April meeting; he will develop a short presentation for her.

# EISENHOWER FELLOWSHIPS FALL INTERNATIONAL PROGRAM 2022

23 FELLOWS FROM 21 COUNTRIES

Australia, Brazil, Chile, Colombia, Egypt, Germany, Ghana, India, Indonesia, Jordan, Kenya, New Zealand, Northern Ireland, Pakistan, Paraguay, Rwanda, Singapore, Spain, Sri Lanka, Taiwan, Vietnam



# MY FELLOWSHIP - 6 WEEKS, 11 CITIES

Philadelphia, Washington D.C., Baltimore, St Louis, Detroit, Chicago, Seattle, LA, San Francisco, Miami, New York

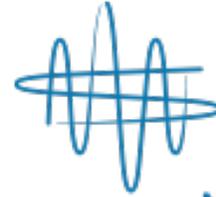


# ORCHESTRAS

**BALTIMORE  
SYMPHONY  
ORCHESTRA**



**CHICAGO SYMPHONY ORCHESTRA**  
RICCARDO MUTI MUSIC DIRECTOR  
SYMPHONY CENTER PRESENTS



**New World Symphony**  
America's Orchestral Academy  
Michael Tilson Thomas, Artistic Director



**SEATTLE  
SYMPHONY**



**LA Phil**

**The Philadelphia Orchestra**  
Yannick Nézet-Séguin Music Director



**DETROIT SYMPHONY ORCHESTRA**



**St. Louis Symphony  
Orchestra**  
stéphane denève : music director

**SF SYMPHONY**



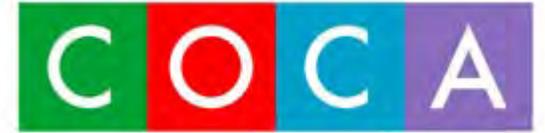
**National  
Symphony  
Orchestra**  
The  
Kennedy  
Center

# VENUES

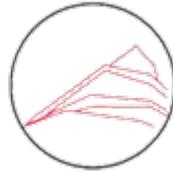
**CARNEGIE HALL**

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Lincoln Center



**Adrienne Arsht Center**  
FOR THE PERFORMING ARTS OF MIAMI-DADE COUNTY



**The  
Kennedy  
Center**

**Kimmel  
Center**  
for the  
performing  
arts



**KRANZBERG**  
ARTS CENTER  
art music theater events

# MUSIC SCHOOLS



**JOHNS HOPKINS**  
PEABODY INSTITUTE



# OTHER ORGANISATIONS

## **OPERA COMPANIES**

Detroit Opera

Metropolitan Opera New York

Seattle Opera

## **PRESENTING SERIES**

Chamber Music Society of Detroit

Penn Live Arts, Philadelphia

Washington Performing Arts

## **SISTEMA YOUTH ORCHESTRAS**

Miami Music Project

Youth Orchestras of LA (YOLA)

## **AND MORE.....**

Chicago Public Art

Gehry Associates, Los Angeles

History Miami Museum

League of American Orchestras, Detroit and New York

Mural Arts Philadelphia

Precita Eyes Muralists, San Francisco



# HALLS AND ORCHESTRAS

## **Different models:**

- Orchestra owns the hall and runs it
- County/city owns the hall, orchestra runs it
- County/city owns the hall, has their own entity which runs it and orchestra is major tenant
- Hall owns the orchestra (Kennedy Center and National Symphony Orchestra)
- Orchestra and hall are one entity with a single management structure (Philadelphia Orchestra & Kimmel Center)

## **Revenue:**

City/county/state funding - usually peppercorn rent/venue subsidy (no federal funding)

Earned revenue – box office, hall rental, parking, bar etc

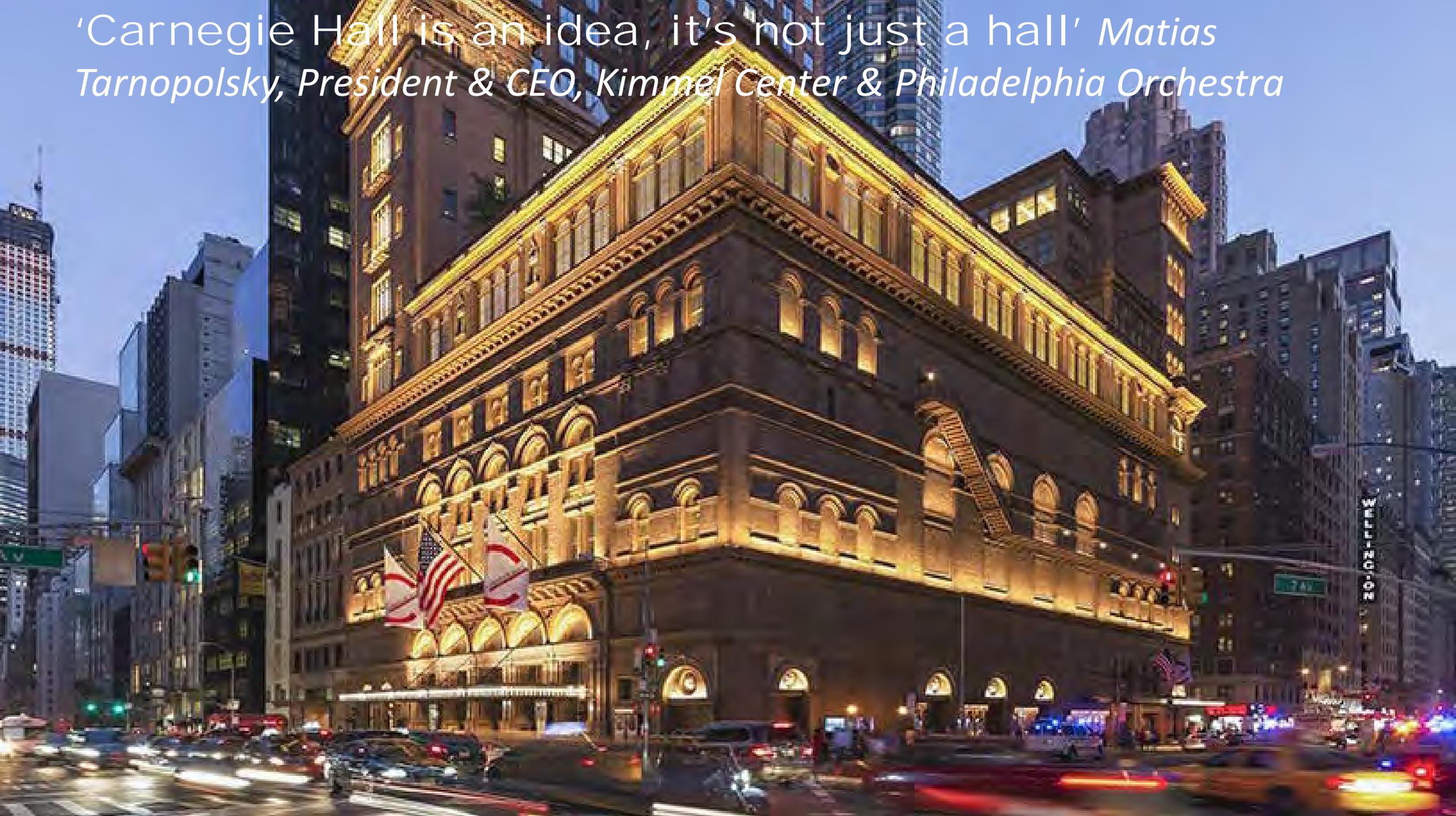
Unearned revenue – donations and grants

Interest from endowment and investments

Percentage that each revenue source contributes to overall budget is dependent on:

- population size
- size of their endowment
- ownership and management model for their hall(s)

*'Carnegie Hall is an idea, it's not just a hall' Matias Tarnopolsky, President & CEO, Kimmel Center & Philadelphia Orchestra*



# CARNEGIE HALL, NEW YORK

## **Mission**

To bring the transformative power of music to the widest possible audience

To foster the future of music through the cultivation of new works, artists, and audiences.

## **Festivals**

One festival per year - Weimar Republic and the fall of democracy/ the role of the artist in times of conflict / migrations and the making of America

Festivals span multiple venues across the city and involve up to 80 partners (theatres, museums, dance companies, cultural centres)

Partner organisations do their own programming and sell their own tickets, Carnegie Hall does all the marketing

## **Visionary education programmes**

Programmes span the education system, justice system, healthcare system

Programmes are intentionally developed and then made available for free to all other organisations – aim is to build up the sector internationally

## **Ensemble Connect**

2 year fellowship programme to train young musicians how not to be an orchestral musician

Creative projects, intensive work in schools, interactive performances, professional development

Entrepreneurial projects, how to pitch an idea, how to manage a budget

**‘The LA Phil doesn’t see itself as an orchestra. Rather we are a multi-genre, multi-disciplinary arts presenter with an orchestra at its core’** *Julia Ward, Director of Humanities*



# LA PHIL, LOS ANGELES

## **Walt Disney Hall**

Vision - to be a living room for the city

Non-symphonic programming increased by 50% (pop, jazz, world music)

Humanities programmes – create contextual experiences around mainstage programming

Make the whole space accessible through activations and festivals - 'Noon to midnight'

## **Ford Theatre**

Programming focus – relevance, impact, reaching new communities

Artist partnerships

Ford Lab – intentionally lifting up local performing arts organisations

Player-curated series

**Hollywood Bowl** - significant source of income (owned by the county, run by LA Phil)

**Beckmen YOLA Center** in Inglewood - the only building they actually own

Two major festivals per year – one overarching concept spans the different series and programmes across all venues

- Power to the People!
- Celebrating Black Women Artists
- Gen X



**“75% of these people never set foot in our concert hall. They come for the community and because of the community”** *Howard Herring, President & CEO, New World Symphony*



# NEW WORLD SYMPHONY, MIAMI

## **The Symphony**

3 year fellowship programme for 87 talented young musicians

Each year 1,500 musicians audition for just 35 spaces

The programme focuses on three key areas:

- Performance and Musicianship
- Community and Audience Engagement
- Leadership and Entrepreneurship

## **The Concert Hall**

750 seat hall with huge digital screens

They perform 70 full orchestra concerts a year

## **WALLCAST Concerts**

All concerts are broadcast live on the huge screen outside

- 80% of audience members come in groups of 5 or more
- 75 of them never set foot in the concert hall

## **Mobile WALLCAST**

New mobile truck-mounted digital screen broadcasting concerts in parks and community spaces across Miami

45 minute concerts shown multiple times per evening



**SEATTLE SYMPHONY - OCTAVE9**



**SAN FRANCISCO SYMPHONY - SOUNDBOX**

# WHAT ELSE WAS INTERESTING

## **Programmes which intentionally grow and raise up the wider arts sector in the city/region**

Seattle Symphony – Community Stages Fund

Baltimore Symphony – A Hall for All

Penn Live Arts – Penn Performing Arts Initiative

LA Phil – Ford Lab at Ford Theatre

## **Programmes which increase the diversity of audiences / bring in underserved communities**

St. Louis Symphony – In Unison

Almost all the orchestras and halls – community ticket programme

Presenting series – Humanities series, non-musical programming, festival programmes across multiple product lines

## **Orchestras and music schools - programmes to increase the diversity of professional/orchestral musicians**

Houston Symphony

- 4 community musician positions embedded within the orchestra
- 80% education and community work, 20% as casual players for mainstage concerts

Cincinnati Symphony & University of Cincinnati – Conservatory of Music

- 2 year graduate fellowship programme for musicians to ‘fill the pre-professional gap’
- Fellows play 5 weeks/year in the orchestra, also receiving mentoring and audition prep

# FINAL THOUGHTS

## **Opportunities**

Annual festivals which span several performing organisations with collaborative marketing and cross-promotion  
- could also span all the venues in Wellington's 'cultural corridor' (St James – Opera House – MFC – Town Hall – Shed 6)

Putting the 'National' in NMC - national annual/biennial symposiums/festivals for young people which bring together youth orchestras, brass bands, concert bands, choirs from across Aotearoa

Programmes which provide a springboard for smaller musical ensembles/organisations who would otherwise be unable to perform in the NMC (contestable funding programme/reduced hall hire, marketing and tech support)

Presenting series in smaller spaces - chamber music series, digital immersive experiences, talks, artist recitals

---

**From:** Susan Davies <susan.davies@vuw.ac.nz>  
**Sent:** Thursday, 31 August 2023 12:54 pm  
**To:** peter.biggs@nzso.co.nz; James Roberts; Mike Wilson  
**Cc:** John Allen  
**Subject:** NMC CGG Minutes from 24 August 2023 Meeting  
**Attachments:** 08 24 Aug NMC CGG Minutes.docx

Kia ora koutou

Please find **attached** the minutes from the 24 August NMC CGG meeting.

Ngā mihi

**Susan Davies**

Executive Assistant to the Provost  
Kaiāwhina Matua ki te Tumu Maruaia  
+64 4 463 5201



---

**From:** Susan Davies  
**Sent:** Tuesday, 22 August 2023 5:13 PM  
**To:** John Allen <john.allen@wellingtonnz.com>; peter.biggs@nzso.co.nz; james.roberts@wcc.govt.nz  
**Cc:** Emma Santer <Emma.Santer@wellingtonnz.com>; ea@nzso.co.nz; emilee.dimcheff@wcc.govt.nz; Mike Wilson <mike.wilson@vuw.ac.nz>  
**Subject:** NMC CGG Agenda & Papers for 24 August 2023 Meeting

Kia ora koutou

Please find **attached** the agenda and papers for Thursday's meeting.

Ngā mihi

**Susan Davies**

Executive Assistant to the Provost  
Kaiāwhina Matua ki te Tumu Maruaia  
Te Herenga Waka—Victoria University of Wellington

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**NMC Collaborative Governance Group (CGG)**  
**Meeting minutes for Thursday 24 August, 2.30-3.30pm**  
**Kumutoto Room, level 1, WellingtonNZ**

**Attendance:**

**Chair:** John Allen

**Attendees:** NZSO: Peter Biggs  
VUW: Mike Wilson

**Other:** VUW: Susan Davies (minutes)

**Apologies:** WCC: James Roberts

**1. Welcome and apologies**

Noted that James Roberts is on annual leave. It was agreed that the meeting would proceed.

**2. Confirm minutes from previous meeting**

The minutes from the 20 July meeting were confirmed as true and accurate, and carried.

**3. Update from members**

NZSO – Very successful visit with Anita Baker, PCC Mayor, with Sally Jane Norman and Kerry Prendergast. Meeting with Wairarapa Mayors regarding a \$500k donation request. \$32m total pipeline to date (includes pledges).

VUW – Provost has met with NZSM staff as part of the current change process.

**4. NMC Project – WTH Variation**

Proposed changes to the WTH were presented by WCC at the last OMG meeting. Athfield Architects presentation at the last CGG highlighted that the building is not fit for purpose as currently designed. It was noted that WCC have not yet made a decision on MOB and the West Hall construction would be affected if MOB is not progressed. It is understood that an additional \$50m WCC funding needs to be sought from the Council for the WTH.

**5. Mayor's Attendance**

The Mayor is no longer able to make the 21 September meeting due to overseas travel. The Mayor's office has been provided with the dates of the remaining meetings in 2023.

**6. Wellington City Council Workshop**

Biggsy to confirm workshop date/time with Kerry Prendergast or WCC Chief Executive's Office. Currently has the 29<sup>th</sup> pencilled in.

**7. Naming**

A gift from the T G Macarthy Trust is tied to the completion of phase 2. A letter to be co-signed by the VC of VUW and CE of NZSO has been prepared asking that the Trust consider bringing the gift forward to phase 1. The Trust's gift has a naming clause attached to it, namely that the gift will be acknowledged through the naming of the Foyer and Grand Staircase in the Wellington Town Hall.

An unresolved issue is whether WCC will require a dual name for the Foyer/Grand Staircase. Mike to discuss with James.

**Action points from this meeting:**

1. Mike to arrange a meeting with James Roberts to discuss the WTH variation and naming rights.
2. Biggsy to forward Kirsten Mason's note to Stephen Blackburn to John and Mike; Kirsten to organise a meeting with Stephen.
3. Biggsy to confirm WCC workshop date/time with Kerry Prendergast or WCC CEO's office.

**Action points from previous meetings for noting:**

Actions from 20 July 2023	Who	Status
1. Organize workshop on project vision.	Peter Biggs	Ongoing; include mana whenua
2. Legal teams from three partners to agree on a final draft of PAA suitable for signing.	Peter Biggs to coordinate	Ongoing; expecting workable version by Tuesday
3. To consider format for Mayor's attendance at CGG on 21/9/23.	All	Mayor unable to attend 21/9 meeting; awaiting confirmation of new date

Actions from 8 June 2023	Who	Status
1. James to follow up on PAA progress with WCC Legal Team.	James Roberts	Superseded by Action 2 above
2. Peter to update Kerry Prendergast on the Bede Crestani Māori engagement and naming email.	Peter Biggs	Ongoing

Actions from 13 September 2022	Who	Status
1. Invite s7(2)(a) to talk to this group at a future meeting.	Vicky Boswell	Schedule later (after premises has been decided).
2. CGG Partnership Principles document – update and share so document can be adopted and signed by all parties.	Vicky Boswell	In progress 22 Feb 2023 - CGG agreed document be adopted with the addition of Te Reo titles. Document with WCC for signing.

3. CGG members to brief their legal representatives and ask them to liaise to progress the PAA.	Peter/Sarah/Kym	Superseded by Action 2 from 20 July
---	-----------------	-------------------------------------

**From:** Vicky Boswell <[vicky.boswell@vuw.ac.nz](mailto:vicky.boswell@vuw.ac.nz)>  
**Sent:** Friday, 2 June 2023 10:34 am  
**To:** John Allen <[john.allen@wellingtonnz.com](mailto:john.allen@wellingtonnz.com)>; Peter Biggs <[peter.biggs@nzso.co.nz](mailto:peter.biggs@nzso.co.nz)>; James Roberts <[James.Roberts@wcc.govt.nz](mailto:James.Roberts@wcc.govt.nz)>  
**Cc:** Emma Santer <[Emma.Santer@wellingtonnz.com](mailto:Emma.Santer@wellingtonnz.com)>; Alanna Wilcock <[Alanna.Wilcock@wcc.govt.nz](mailto:Alanna.Wilcock@wcc.govt.nz)>; NZSO EA ([ea@nzso.co.nz](mailto:ea@nzso.co.nz)) <[ea@nzso.co.nz](mailto:ea@nzso.co.nz)>; Sarah Leggott <[sarah.leggott@vuw.ac.nz](mailto:sarah.leggott@vuw.ac.nz)>; Lincoln North <[lincoln.north@vuw.ac.nz](mailto:lincoln.north@vuw.ac.nz)>  
**Subject:** 8 June NMC CGG meeting agenda and papers

Mōrena koutou

Please find attached the agenda and papers for Thursday's National Music Centre Collaborative Governance Group meeting.

Biggsy, please note I've included all your agenda items except for these two: draft vision and brand discussion, and mana whenua engagement. We've arranged for Athfield Architects to attend and present for the last half of the meeting so unfortunately there won't be enough time for these items. I've noted to make them a priority for next month's meeting agenda.

Wishing you all a lovely long weekend.

Ngā mihi

Vicky Boswell

EA & Project Coordinator to Professor Sarah Leggott, Pro Vice-Chancellor

Wellington Faculties of Humanities & Social Sciences | Education

Te Herenga Waka - Victoria University of Wellington

Phone: +64-4-463 5208

Room MY408, Murphy Building, Kelburn Parade

[www.wgtn.ac.nz](http://www.wgtn.ac.nz) | 0800 04 04 04



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## AGENDA

NMC Collaborative Governance Group (CGG)  
Meeting agenda for Thursday 8 June, 2-3pm  
Kumutoto Room, level 1, WellingtonNZ

### Attendance:

Chair: John Allen

Members: NZSO: Peter Biggs  
VUW: Sarah Leggott  
WCC: James Roberts

Other: VUW: Vicky Boswell (minutes)  
VUW: Lincoln North  
Athfield Architects: s7(2)(a) and s7(2)(a)

### 2.00- 2.30pm

1. Welcome James Roberts
2. Confirm minutes from previous meeting (attachment 1)
3. Project Status: Update (including partner perspectives on Stage Two)
4. PAA progress
5. WTH: Māori engagement and naming (attachment 2)
6. OMG WTH update (attachment 3)

### 2.30-3.00pm

7. Athfield Architects – s7(2)(a) and s7(2)(a) (attachment 4)

Action points from previous meetings for noting:

Actions from 20 March mtg	Who	Status
1. Circulate Eisenhower Presentation to CGG .	Vicky Boswell	Complete
2. Invite Gisela Carr (WCC), Warwick Dent, Kirsten Mason (NZSO) and Sally Jane Norman (VUW) to 28 April CGG meeting to discuss OMG.	Vicky Boswell	Complete
3. Biggsy to invite the Mayor to the 28 April meeting; he will develop a short presentation for her.	Peter Biggs	Complete – Mayor attending 21 September meeting

Actions from 29 November 2022 mtg	Who	Status
1. Clarify re OMG convenor role	Peter Biggs	<b>Complete</b> Confirm if Craig Thorne or Kirsten Mason from NZSO will undertake the role.
Actions from 13 September 2022 mtg	Who	Status
1. Invite <span style="color: red;">s7(2)(a)</span> to talk to this group at a future meeting	Vicky Boswell	<b>Schedule later</b> (after premises has been decided).
2. CGG Partnership Principles document – update and share so document can be adopted and signed by all parties.	Vicky Boswell	<b>In progress</b> 22 Feb 2023 - CGG agreed document be adopted with the addition of Te Reo titles. Document will be shared electronically with all parties for signature.
3. CGG members to brief their legal representatives and ask them to liaise to progress the PAA.	Peter/Sarah/Kym	<b>In progress</b>



**NMC Collaborative Governance Group (CGG)**  
**Meeting minutes for Monday 20 March, 2.00 – 3.00pm**  
**Kumutoto Room, level 1, WellingtonNZ**

**Attendance:**

**Chair:** John Allen

**Members:** NZSO: Peter Biggs – arrived 2.10pm  
VUW: Sarah Leggott  
WCC: Kym Fell (via Zoom)

**Other:** VUW: Vicky Boswell (minutes)  
NZSO: Kirsten Mason (for agenda item 1 only)

**1. 2.00 – 2.30pm: Presentation on findings from the Eisenhower Fellowship – Kirsten Mason NZSO**

Kirsten provided a presentation regarding the Eisenhower Fellowship she was selected for last year. Her research was around how US orchestras, and the halls in which they are based, served the communities in their cities and region, the different models, and some of the innovations they are investing in to serve their communities better. These could provide useful insights for the NMC.

Summary of main discussion points:

- Visit to the US included many cities and orchestras, and an overview was provided of the different venues visited.
- CGG liked the Miami Centre model which included free outdoor concerts displayed on a big screen.
- Music Schools are not doing anything different from what we already do. Kirsten thought this was an opportunity for us to do something international leading in this space.
- Many of the orchestra venues hold ideas-led, themed festivals which encourage inclusion and diversity in their communities.
- CGG asked in there were any other experts or leaders we could engage with. Kirsten advised the potential people we could connect with are endless so the CGG should firstly identify the priorities for this project so subsequent engagement is relevant.
- Kirsten will share the presentation with Vicky who will circulate to CGG. Kirsten left the meeting.

The CGG discussed how to progress conversations this group has had to date. A work programme for the CGG was suggested around relationships (mana whenua, and other entities nationally and in Wellington), the vision (what does it mean, what's the strategy from the vision, what's the experience going be like?), and the structure.

It was agreed there is a lot of confusion around the structure particularly relating to the purpose of the PDG and OMG. A reset is needed for clarity on the purpose, roles of each group, their structure, and deliverables. It was agreed to invite Gisela Carr (WCC), Warwick Dent, Kirsten Mason (NZSO) and Sally Jane Norman (VUW) to the next CGG meeting on 28 April. The conversation will be about our vision, and how the CGG thinks the OMG might work – Vicky to coordinate.

Biggsy to also invite the Mayor to the 28 April meeting; he will develop a short presentation for her.

2. Minutes and summary of action points from previous meeting

It was agreed action point 4: *Each party appoint individuals to the PDG* from 13 September 2023 meeting can now be removed.

<b>Actions from 22 February mtg</b>	<b>Who</b>	<b>Status</b>
1. Invite Kirsten Mason from NZSO to next CGG meeting	Vicky Boswell	Complete
2. Circulate Manda Grubner's presentation to the CGG	Vicky Boswell	Complete
<b>Actions from 29 November 2022 mtg</b>	<b>Who</b>	<b>Status</b>
1. It was agreed at the August CGG meeting that the vision for the NMC needs to be more emotional and exciting, with an added national focus. Peter to circulate the draft vision.	Peter Biggs	Complete CGG agreed on draft vision Peter circulated. Vision to be parked until further project details confirmed.
2. Clarify re OMG convenor role	Peter Biggs	In progress Confirm if Craig Thorne or Kirsten Mason from NZSO will undertake the role.
<b>Actions from 13 September 2022 mtg</b>	<b>Who</b>	<b>Status</b>
1. Invite s7(2)(a) to talk to this group at a future meeting	Vicky Boswell	Schedule later (after premises has been decided).
2. CGG Partnership Principles document – update and share so document can be adopted and signed by all parties.	Vicky Boswell	In progress 22 Feb 2023 - CGG agreed document be adopted with the addition of Te Reo titles. Document will be shared electronically with all parties for signature.
3. CGG members to brief their legal representatives and ask them to liaise to progress the PAA.	Peter/Sarah/Kym	In progress
4. Each party appoint individuals to the PDG	Peter/Sarah/Kym	Currently in abeyance CGG to consider if this group required. Agreed to remove.
5. Formulate some notes for a potential oversight role for the NMC.	Peter Biggs	Complete

3. AOB

- MOB – not an option for the NMC as consent is still being worked through.
- Sarah advised approval of an additional \$6.3M for the cost escalation for the WTH fitout is being requested from the University Council next week. No decision on Stage 2 (other premises) as more work is needed around the different costings and business cases in the current financial context for the University.
- NZSO require another \$5M for the WTH which is going to their Board next week.

**Action points from this meeting:**

1. Vicky to circulate Eisenhower Presentation to CGG
2. Invite Gisela Carr (WCC), Warwick Dent, Kirsten Mason (NZSO) and Sally Jane Norman (VUW) to 28 April CGG meeting to discuss OMG.
3. Biggsy to invite the Mayor to the 28 April meeting; he will develop a short presentation for her.

WTH: Māori engagement and naming

**From:** Bede Crestani <[Bede.Crestani@wcc.govt.nz](mailto:Bede.Crestani@wcc.govt.nz)>

**Sent:** Monday, 29 May 2023 7:34 AM

**To:** Craig Thorne <[craigt@nzso.co.nz](mailto:craigt@nzso.co.nz)>; Lincoln North <[lincoln.north@vuw.ac.nz](mailto:lincoln.north@vuw.ac.nz)>

**Subject:** WTH: Maori engagement and naming

Craig and Lincoln

I forgot to add that in my discussions with Nathan and Paratene from our Maori team, we discussed naming rooms within the Town Hall, and we will look at the ones which WCC retain eg not many.

The wider context is that they are thinking about changing the Maori name of the Town Hall and it could be more music orientated. As mentioned, we will think about Maori engagement for the West Hall, a rescoped Level 1 space for the venue and possibly Wakefield St renaming. This is aspirational thinking so who knows what is possible with your support.

We would like to have a conversation with you about the rooms your donors are naming and see if any of them would consider either renaming them with a Maori name or having a dual name. It could be a generous change by them. Nathan and Paratene will be invited to our signing ceremony next week, if we can do it in time.

**Bede Crestani**

Project Director | Te Toka | Wellington City Council

M s7(2)(a) | E [bede.crestani@wcc.govt.nz](mailto:bede.crestani@wcc.govt.nz) | W [Wellington.govt.nz](http://Wellington.govt.nz)

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Wellington City Council**

Me Heke Ki Pōneke



## Operational Management Group - Wellington Town Hall

- VUW – Tenant and key stakeholder  
*Sally Jane Norman (NZSM) and Craig Sutton (Property Services)*
- NZSO – Tenant and key stakeholder  
*Kirsten Mason (Director: Artistic Programming, Innovation and Audience Engagement) and Craig Thorne (Senior Manager: Projects)*
- Wellington Venues – Council venue operator and supporter  
*Warwick Dent*
- WCC – Landlord  
*Nia Bryce-Afoa (Manager, Property Operations) and Stephen Blackburn (Manager, City Events)*

15.35

# WELLINGTON TOWN HALL

Attachment #4

a t h f i e l d  
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## Foyer & West Hall Summary

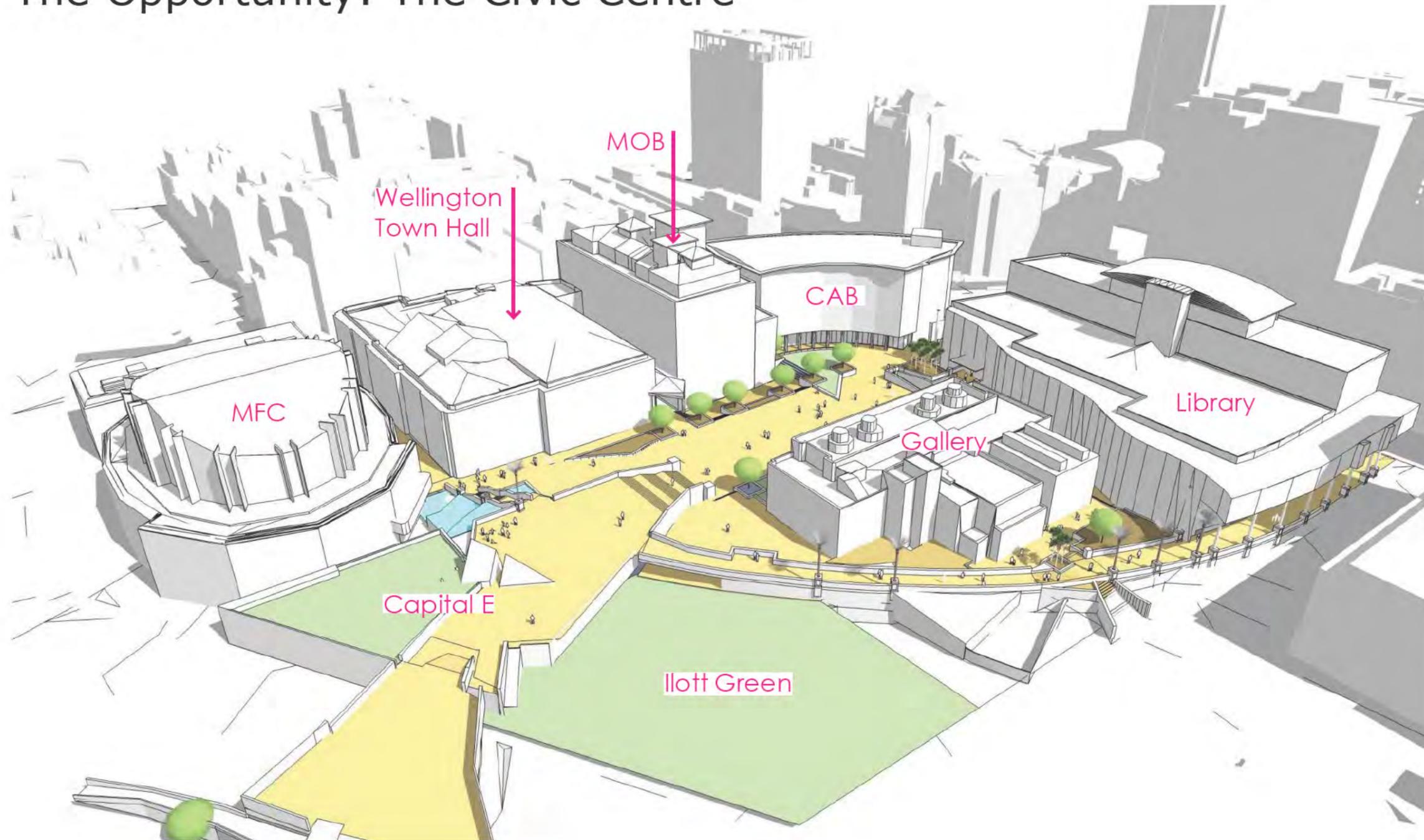
17Feb 2023



[athfieldarchitects.co.nz](http://athfieldarchitects.co.nz)

105 Amritsar Street  
Wellington 6035  
PO Box 3364  
Wellington 6140  
New Zealand  
Tel 64 4 499 1727

## The Opportunity: The Civic Centre



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TIM RONALDS  
ARCHITECTS

CCMARCHITECTS



NEW ZEALAND  
SCHOOL OF MUSIC



project:  
CIVIC MUSIC HUB

document:  
NZSM SPATIAL BRIEF

project no: 15-35  
date: 10 October 2015  
rev: A

## BACKGROUND

### KEY GOALS, OBJECTIVES & DESIGN PRINCIPLES

15.35  
Civic Music Hub  
Concept Design Report  
14.03.2017

Page 2

Stakeholder engagement through Feasibility and Concept has yielded the following goals, objectives and principles. These are developed and promoted in the design of this facility.



#### Key Project Goals

##### **Retain the Wellington Town Hall**

- Secure the retention of the Wellington Town Hall as one of Wellington City's most significant historical buildings.
- See WTH seismically strengthened and redeveloped into a world class auditorium for future generations.
- Ensure the Town Hall remains accessible for civic use, citizens and communities for a wide range of activities and events.

##### **Enliven and energise the wider Civic Precinct**

- Transform the wider Civic Precinct into a major civic and cultural centre that energises the Civic campus and promotes engagement with the public on a daily basis and through a lively annual programme of activities and performances.
- Support the building of education, civic and industry partnerships, reinforcing Wellington's role as the country's creative capital and growing the economic value of arts and culture in Wellington City.

##### **International Recognition**

- Grow an internationally recognised centre for music around the New Zealand Symphony Orchestra and the New Zealand School of Music through a programme of teaching and research, performance, promotion, development, nurturing and showcasing in a world class facility that would be a permanent home for NZSM and NZSO.

#### Key Objectives

- Revitalise and save the Wellington Town Hall for future generations.
- Enliven, enrich and energise the wider Civic Precinct.
- Create and grow an internationally recognised Centre of Music with NZSM & NZSO at its heart.
- Provide world class excellence in music education, research, composition & performance.
- Provide excellent facilities that enable innovation & future focused learning & working.
- Increase accessibility for music.
- Use buildings as a tool / instrument in the learning process
- Support and build civic and industry partnerships.
- Reinforce and grow Wellington's position as the country's cultural and creative capital.
- Engage with the local community and connect regionally, nationally and globally.

#### Key Design Principles

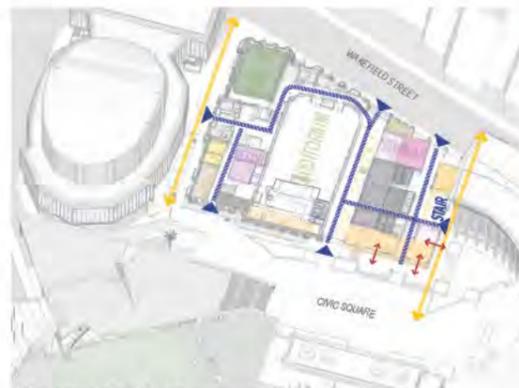
- **Effectiveness** – an environment that optimises productivity
- **Vitality** – a sense of life, activity and dynamism.
- **Connection** – a sense of community and 'belonging' through shared ownership and usage.
- **Environmental Quality** – optimal human comfort and safety achieved in an ecologically responsible way.
- **Strong identity** - a physical embodiment of the values and ethos of an arts focused creative Capital.
- **Diversity** – supporting and celebrating the many different cultures, personalities and activities that comprise city life.
- **Convenience** – making the experience easily attained by the widest range of potential visitors.
- **Accessible** – removing social, cultural barriers, & thresholds.
- **Scope for growth & change** – allowing and encouraging further development and occupation around the Square.
- **Excellence** – facilitating excellence in musical performance and audience experience

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## Options Development

### B: MOB Summary

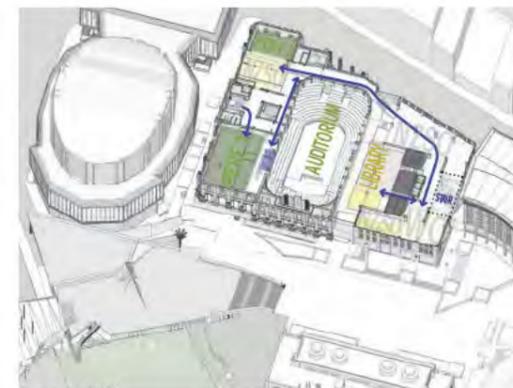
- Provides a new link through to the square.
- Provides a variety of spaces for the community and city to use.
- The existing building floor to floor heights results in less than ideal room heights for music spaces. This is partly overcome by building new larger spaces outside the existing building envelope.
- Brings together the NZSO and NZSM under “one roof”. The new stair core will encourage accidental encounters
- Displaces WCC services and democratic functions.
- Requires a generous acceptance of the general public at ground level and obvious shared or perceived public ownership.
- Requires a conscious / careful built expression in the public realm to signify a Music programme or centre.



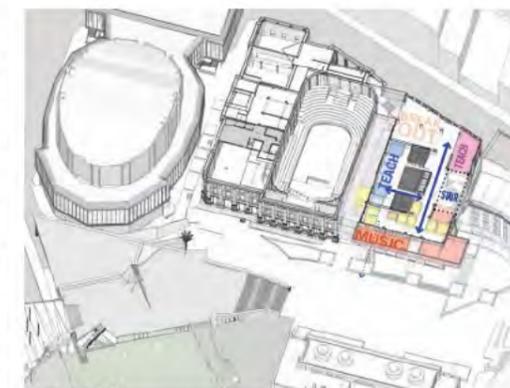
Ground Floor



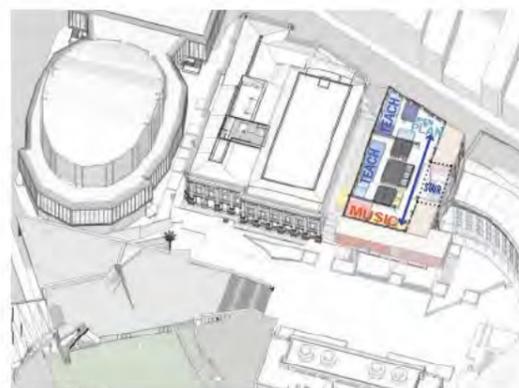
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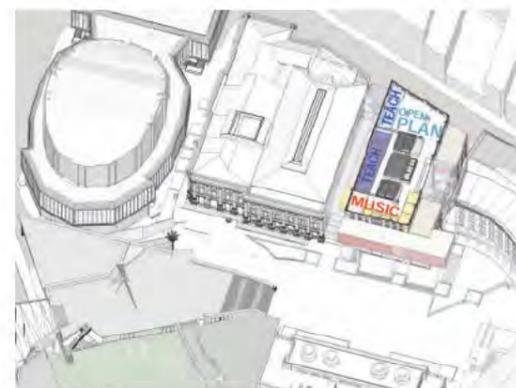
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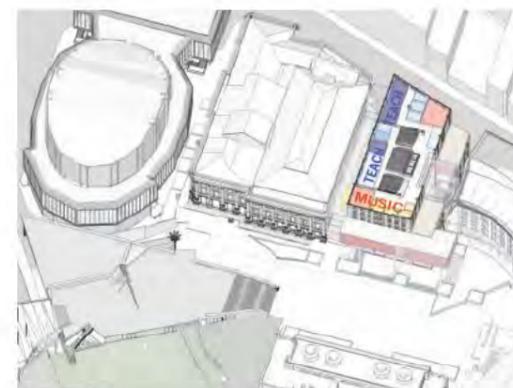
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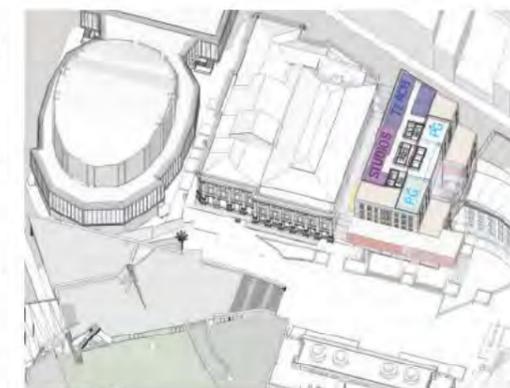
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Level 5



Level 6



Level 7



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**CIVIC MUSIC HUB**  
project no: 15-35

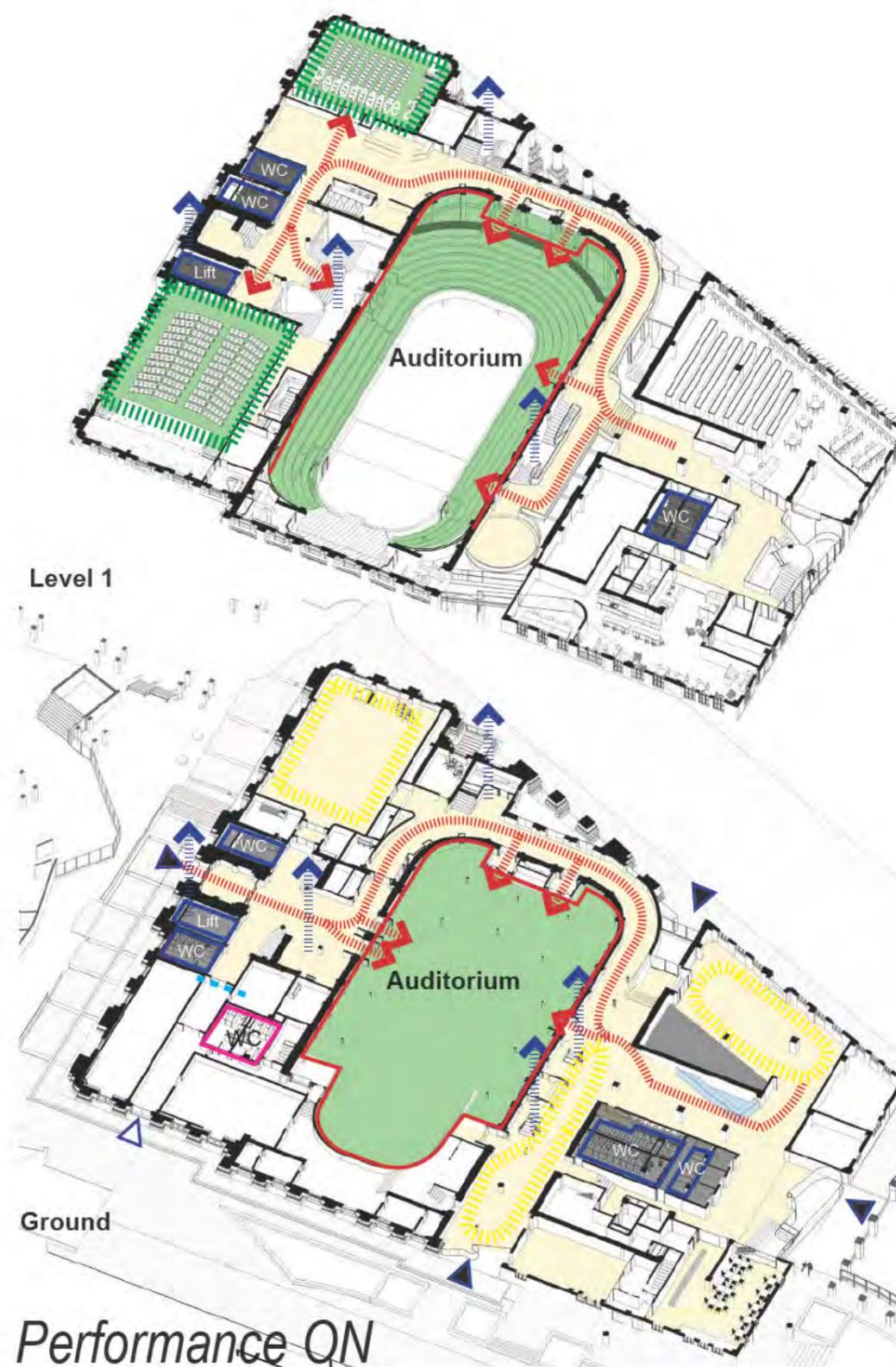
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**Key**

- Corridor
- Performance / Venue
- Primary Circulation
- Vertical Circulation
- WC Public WC
- WC Staff WC
- Main Entry
- Staff Entry
- Security Line
- Bookable supporting space to main auditorium event
- Independent venues able to operate simultaneously

**CMH Venue Study**  
 Auditorium



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 Wellington City Council  
 Mo Heke Ki Pōneke



CIVIC MUSIC HUB  
 project no: 15-35

Concept  
 date: 29 July 2016  
 rev.

# WTH FOYER & WEST HALL SUMMARY

## 2017 - CMH - CONCEPT DESIGN - GRD FL

15.35  
Wellington Town Hall Project

Architectural Design Summary  
17 Feb 2023

Attachment #4



## CONCEPT KEY SPACES STUDY GROUND

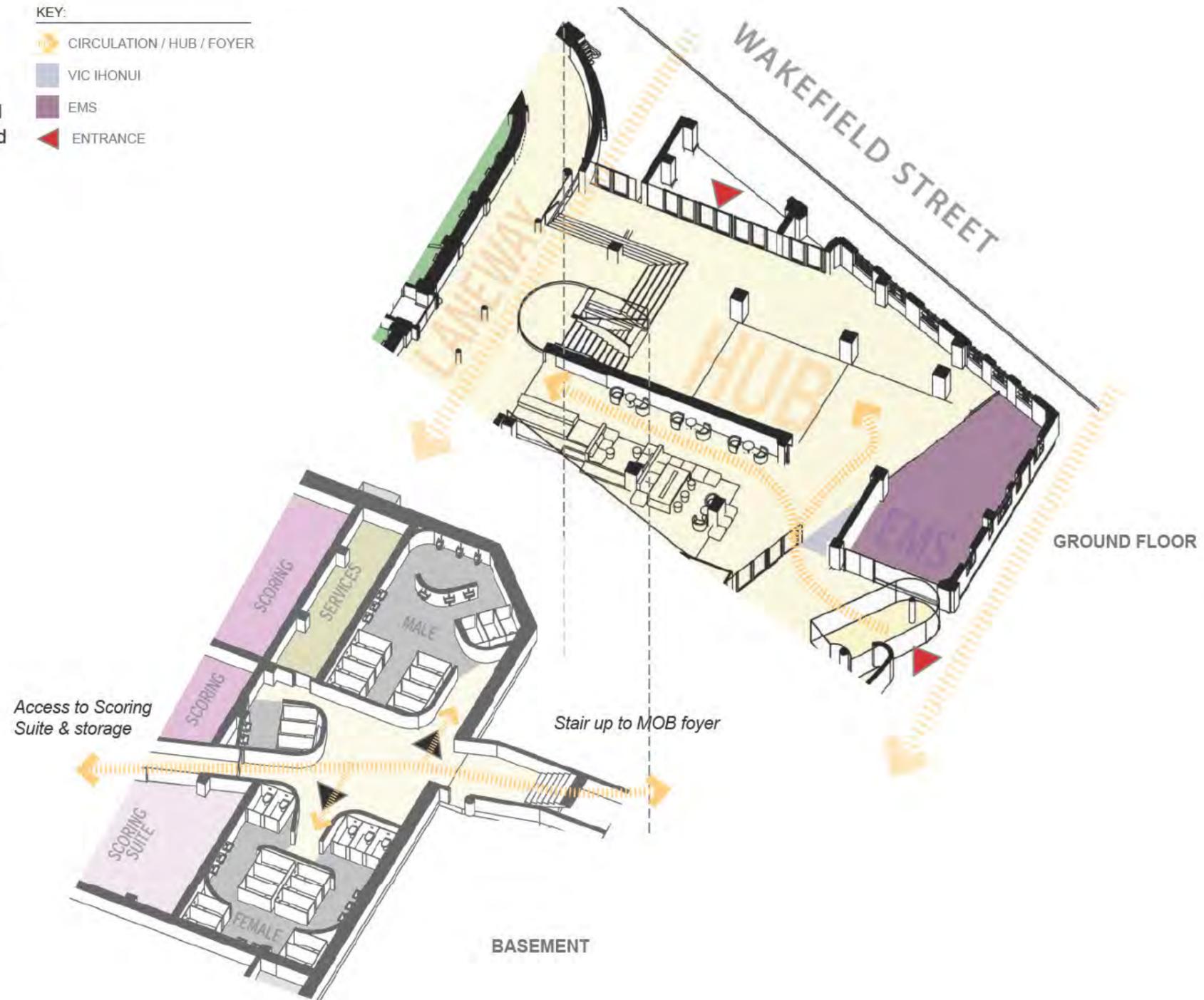
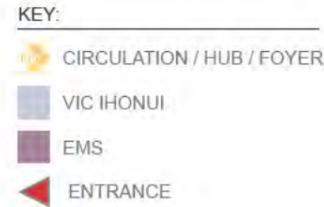
15.35  
Civic Music Hub  
Concept Design Report  
14.03.2017

Page 13

### 5. HUB SPACE & VENUE BREAKOUT

This space forms a cluster with the main auditorium and becomes the primary breakout and foyer space for events. It links the West Hall and the basement toilets to new larger Wakefield Street entrances.

During school use or day time this is more of a campus student hub – allowing mixing and mingling with public. It connects cafés in Wakefield Street and within the CMH with high quality sun-lit atria and music filled 'living room'. It also provides the primary linking space between entrances and the cross-Hub route.



*WELLINGTON TOWN HALL  
WEST HALL*

15.35  
Wellington Town Hall  
TAG Presentation  
2 October 2017

Page 18



INTERNAL VIEW - LOOKING NORTH  
(CIVIC MUSIC HUB OPTION WITH MOB)



INTERNAL VIEW - LOOKING SOUTH  
(CIVIC MUSIC HUB OPTION WITH MOB)

# WTH FOYER & WEST HALL SUMMARY 2017 - CMH - TEMP SOLUTION ANALYSIS

15.35  
Wellington Town Hall Project

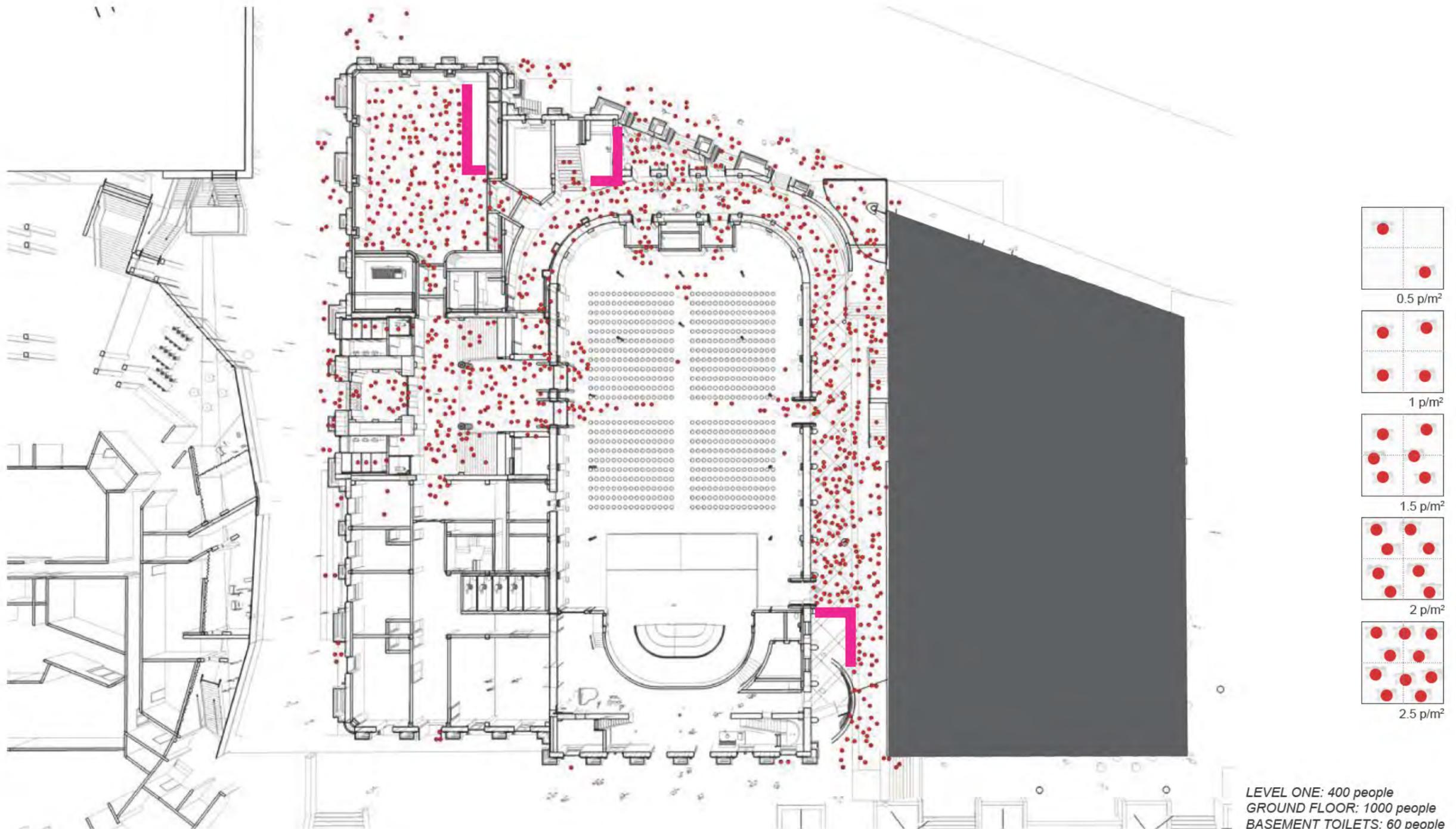
Architectural Design Summary  
17 Feb 2023

Attachment #4

## WELLINGTON TOWN HALL GROUND FLOOR AUDITORIUM BREAKOUT OCCUPATION WTH ONLY

15.35  
Wellington Town Hall  
TAG Presentation  
June 2017

Page 18



# WTH FOYER & WEST HALL SUMMARY 2017 - CMH - TEMP SOLUTION ANALYSIS

15.35  
Wellington Town Hall Project

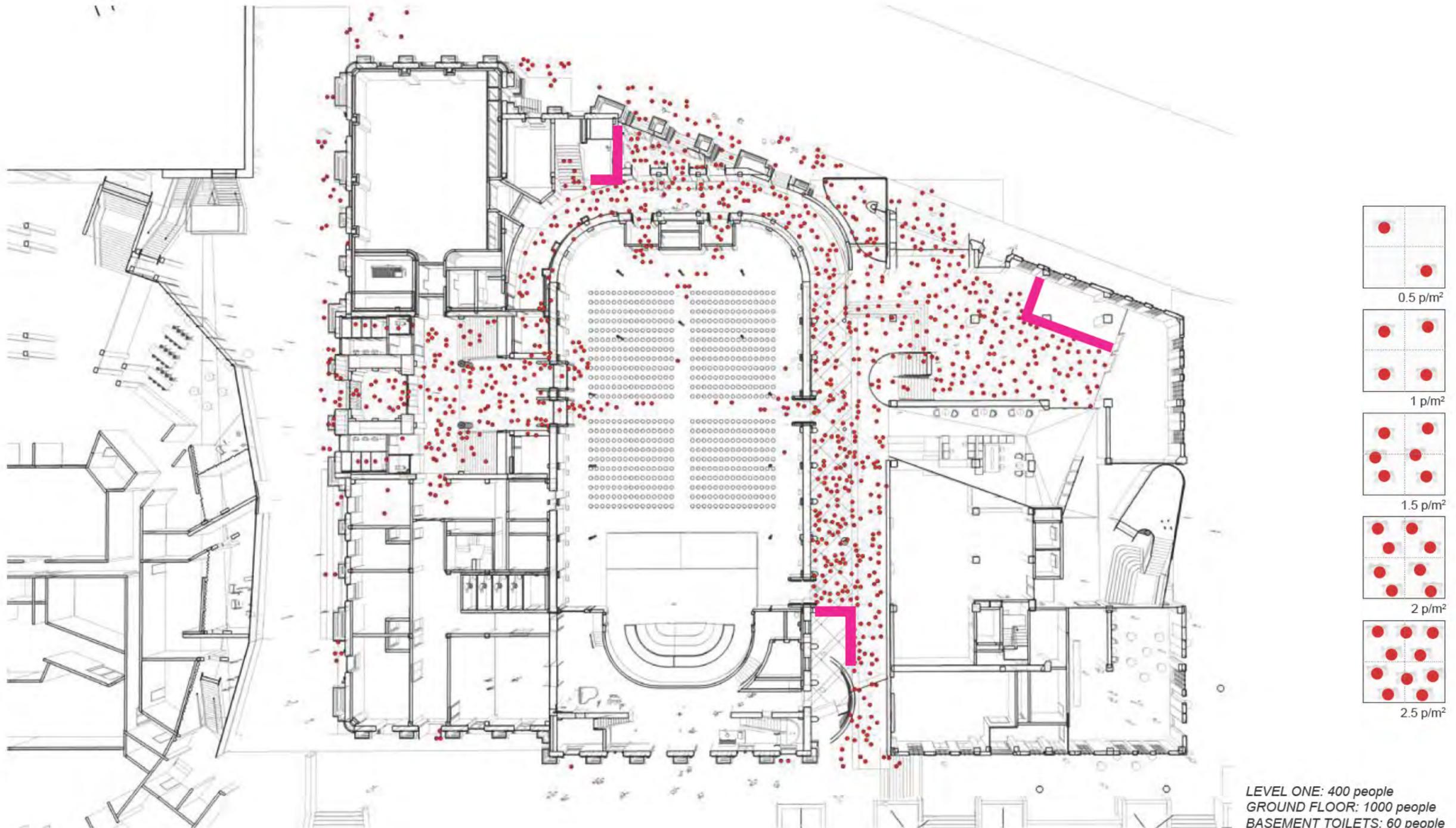
Architectural Design Summary  
17 Feb 2023

Attachment #4

## WELLINGTON TOWN HALL GROUND FLOOR AUDITORIUM BREAKOUT OCCUPATION WTH + MOB

15.35  
Wellington Town Hall  
TAG Presentation  
June 2017

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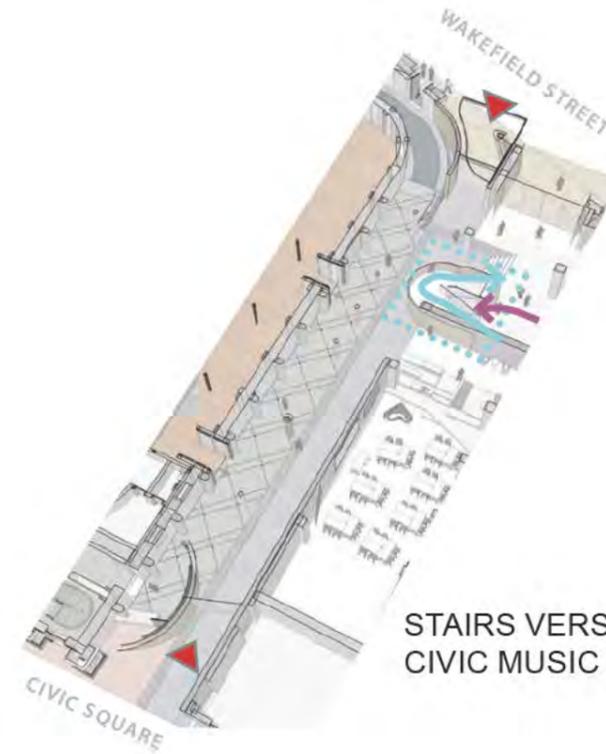
## WELLINGTON TOWN HALL WEST HALL STAIR OPTIONS

15.35  
Wellington Town Hall  
TAG Presentation  
2 October 2017

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STAIRS VERSION 1: CIVIC MUSIC HUB (WITH MOB)

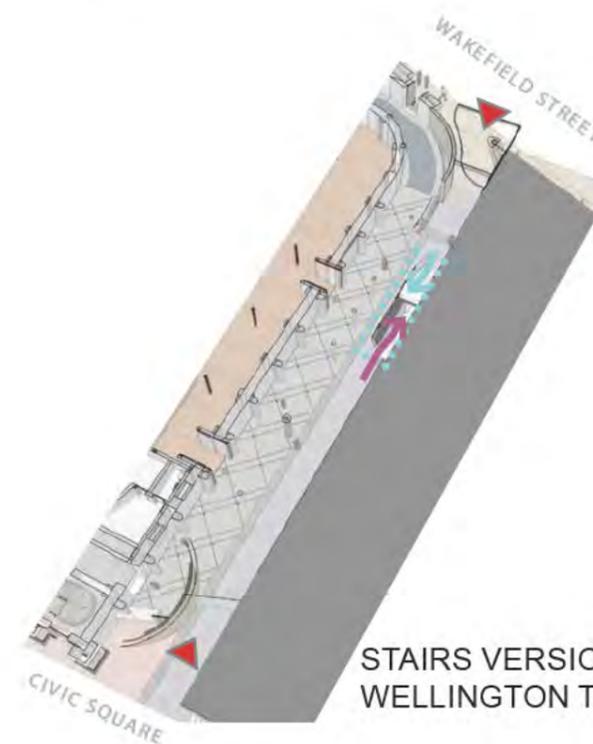


STAIRS VERSION 1:  
CIVIC MUSIC HUB (WITH MOB)

KEY:  
STAIR  
ENTRANCE



STAIRS VERSION 2: WELLINGTON TOWN HALL STAND ALONE



STAIRS VERSION 2:  
WELLINGTON TOWN HALL STAND ALONE

## FILE NOTE

<b>Project</b>	Civic Music Hub (2015) – National Music Centre (2021)	<b>Ref</b>	15-35
<b>From</b>	57(2)(a)	<b>Date</b>	16 May 2023
<b>Subject</b>	WTH - MOB (site) Dependency	<b>Page no.</b>	1 of 2

From the start of the Civic Music Hub (CMH) Project (2015) the design brief identified the Wellington Town Hall was missing much needed support space for auditorium events that accommodate audiences in the order of 1400 people.

The proposed 2017 Concept for the Civic Music Hub, which settled on providing accommodation primarily within WTH and MOB, provided this support space within the ground floor of MOB. Due to the Civic Music Hub's multi-faceted demands on the ground floor, the area of foyer space provided within MOB was in the order 500m<sup>2</sup>, not necessarily overly generous. In addition to this there was a café and a dedicated small function space. Due to this ground floor demand, toilets for the venue were provided within the WTH basement, accessed from the MOB ground floor which sits 1m below that of the adjacent WTH. The toilet access route while not at the same level of the main foyer was considered acceptable compromise.

Since 2017, the requirement for the WTH project to advance, combined with the increasing unknown fate of the MOB building, has generated a series of decisions which at each step has further marginalised the functionality of the WTH due the reduction of support space.

This ongoing uncertainty in respect to the timing and fate of MOB creates a risk of having the WTH opening with no with a poor functional offering and no clear plan on how this lack of support space will be provided in the future.

A brief potted history is as follows;

**2015:** Civic Music Hub brief established. RFP awarded

**2016:** Civic Music Hub options (MOB and BOM) both established a foyer space on the MOB site was critical to support the WTH venue.

**2017 (March):** MOB-WTH Civic Music Hub concept design approved. This included foyer and Café space on the Ground floor of MOB with access to WTH basement toilets from the MOB ground floor Level (1m below that of WTH)

**2017 (April):** Wellington Town Hall (WTH) portion of Civic Music Hub given green light to proceed.

**2017 (May):** WTH project to be designed to enable it to operate with and without MOB. At this time the proposal was to strengthen MOB to accommodate VUW and NZSO. MOB structural design and costs were yet to be fully evaluated.

A WTH "standalone" design exercise was completed to demonstrate how the WTH could operate without MOB. This was understood to be a temporary solution to enable the construction of WTH to advance independently. While this standalone option was compliant with respect to functionality, it was considered to be a less than ideal design solution for the long term use of the WTH. The route to the basement toilets was lengthened and there was not sufficient breakout space for the Auditorium.

To do this the West Hall stairs to the basement toilets and 1<sup>st</sup> floor Auditorium Gallery were reconfigured and placed within the West Hall. This was on the understanding there remained a future option where the stairs could be removed and reinstated as per the original MOB-WTH design once the MOB building was strengthened.

**2019 (Nov):** MOB Detailed Design completed. This was costed in early 2020. The strengthening solution of MOB narrowed the West Hall stairs to the basement toilets, making an already poor 'WTH standalone' solution worse.

At this same time the advancement of the VUW spatial requirements for MOB enabled a re-evaluation of the MOB ground floor usage. This led to an alternative (preferred) solution to provide Venue toilets within the MOB ground floor in lieu of the WTH basement toilets.

**2020 (May):** A design study completed investigating what MOB strengthening works needed to be advanced to minimise future disruption to WTH operations. This involved the early installation of piles, ground beam and shear wall on the east face of MOB. The design work had to facilitate both West Hall stair options (WTH Standalone and WTH integrated with MOB) resulting in the ground beam being sufficiently low to enable a future stair tunnel between WTH toilets and MOB. A requirement resulting from the decision to keep all options on the table.

**2020 (Dec):** WCC Council voted to demolish MOB.

**2021 (Feb):** Design exercise completed to provide options on what should/could happen to the WTH West Hall should the MOB be demolished. While not ideal the decision was made to not continue with the construction of the West Hall as it was structurally part of MOB and there was a concern the demolition of MOB potentially only a year or so after the completion of the WTH would also involve the demolition of the recently completed West Hall.

This exercise resulting in a halt to the West Hall and the design of a temporary, albeit elaborate wall to the edge of the seismically isolated WTH. (This is yet to be constructed)

Although this solution is compliant with regard to fire egress and toilets, the halting of the construction of the West Hall is seen a very poor temporary solution.

**2022 (Sep):** Design Guide for the redevelopment of the MOB-Cab site initially assumed the WTH was a stand alone building and did not require support space from the new development. The temporary wall condition was not considered.

**2023 (Feb):** MOB-CAM site Design Guide was re-evaluated and updated to provide either; (note AAL have not sighted this updated design guide)

1. A stand alone Annex to provide the required support space for the WTH, separated with a lane from a MOB-CAB site development.
2. A MOB-CAB site development that includes the required WTH support space within its development. This would include the reinstatement of the West Hall interior lane way.

**2023 (May):** Construction costs and market concerns surrounding the ability to develop the MOB-CAB site have created additional uncertainty surrounding the future of MOB and whether it will be demolished and redeveloped in the near future. This uncertainty puts the near future (5 -10 years) functionality of the WTH in question.

As a starting point the WTH, in addition to the West hall is missing a minimum.

- Foyer / Break out – approx. 500m<sup>2</sup>
- Toilets – approx. 200 m<sup>2</sup> (ideally at ground floor level)
- Café - approx. 150-250 m<sup>2</sup>



## **National Music Centre (NMC) Collaborative Governance Group (CGG)**

**Meeting agenda for Thursday 26 October, 2-3pm**

**Wellington City Council, 113 The Terrace**

**Attendees:** John Allen (Chair), Peter Biggs (NZSO), Bryony James (VUW), James Roberts (WCC)

**Attendees:** Mayor Tory Whanau (WCC), Emma Neas (NZSO)

**Apologies:** Kirsten Mason (NZSO)

### **1. Welcome and apologies**

The meeting opened at **2:18pm**.

Kirsten Mason was not able to attend today's meeting for the Mayor's visit, as requested.

### **2. Confirm minutes from previous meeting**

The minutes from the 27 September meeting were confirmed as true and accurate, and carried.

#### **Action Points update**

The Group noted that an action point on a project vision WCC Workshop appears to have disappeared from the action points list - they agreed to remove it.

Biggsy has been in touch with Karepa Wall and contacted the representatives of Mana Whenua. Over next month, he intends to get together to agree upon the Project Vision. They need to agree upon how to articulate the existing draft vision most effectively. Biggsy currently seeking someone to facilitate this meeting of 8 – 10 people.

James had not yet joined the meeting to update this AP. Biggsy has had an initial discussion with Dame Kerry Prendergast regarding dual naming of WTH spaces. She was hesitant to re-approach existing donors to discussion potential Māori names. Although dual naming is WCC policy, they do not want renaming of existing small spaces to become an issue. Biggsy agreed to organise a lunch with Dame Kerry and John in order to resolve this issue.

The Group discussed Biggsy's timely article on the NMC appearing in The Post on the day of the WCC's vote (18 Oct) to endorse an increase in funding. Biggsy commented that his article had tried to refocus the narrative on the vision of the NMC (instead of just money and the building).

Biggsy confirmed that James attended the NZSO NMC Board sub-committee meeting on 28 September. The sub-committee appreciated his attendance and found his presentation very informative and helpful. He noted however, that members remain currently jumpy about VUW committing to Stage Two – cost is more of an issue for them than the delays.

NZSO's chair, Ainsley Walters, alongwith Biggsy, will have a catchup with John and Nic Smith to seek clarity on VUW's commitment.

*AP update? James to find out whether the OMG is continuing to meet and be effective.*

### **3. PAA Agreement**

The PAA is currently being reviewed by the NZSO's NMC Sub-Committee. Biggsy is not aware that they see any major problems with it. At next CGG meeting, the parties will agree to a timeframe in order to finalise it.

The parties also agreed to spend their own time considering the PAA before the next meeting.

### **4. Mayor's Briefing**

Mayor Tory Whanau joined **2:29pm**

John provided the Mayor with a brief introduction regarding the creation and purpose of the CGG. The Group then viewed Biggsy's powerpoint presentation which provided a summary and update on the NMC project. Biggsy reinforced that the NMC is not the "Juilliard of the South"... They discussed the community benefits including the broadcast of the music into Civic Square and live footage on public screens.

The Group also discussed the impact of the protest against VUW's proposed closure of the NZSM in the hub – a concert between the NZSO and NZSM - which demonstrated what would actually be lost. It was regarded by those who attended as a profound experience.

Biggsy reiterated that the current challenge was to move away from the money and the building to what would actually be experienced in the NMC because it is going to be an extraordinary asset. He also pointed out that the NZSO has never had a permanent home, since 1946.

The Mayor felt reassured by the presentation about the purpose of the project and asked for a copy of the presentation to support her discussions about the NMC. She particularly appreciated the focus on inclusion and diversity.

Mayor left **2:48pm**

James Roberts joined the meeting at **2:53pm**

### **5. Update from members**

NZSO – further to action item 1. on 20 July: Biggsy and Dame Kerry have done a roadshow on the project vision around the Wellington region's councils and this week met with Upper Hutt city councillors. They have buy-in for from the regional mayors for \$500k.

WCC – Further to the Council's vote to ratify an increase in costs, James provided an update regarding development of the MOB/CAB. An RFP will be launched on 24 Nov to seek a private contractor to develop the site(s). RFP means WCC would not be long-term tenant. There would be a willingness to commit to tenancy for 25 years. Developer would value that into their equation. There was a wide-ranging discussion regarding the different price points for different quality developments. Important that the design is affordable for a long-term lease.

John commented that VUW – NZSO -WCC sharing is a very strong statement and the partnership is good for university from a funding perspective.

VUW – now that WCC has approved further expenditure: Bryony: will seek clarity from James re: timelines, practice spaces in MOB (VUW needs to sit down with NZSM to ensure they understand timelines, details about next steps). Bryony also needs to sit down with VUW Property Manager to ascertain whether VUW is happy with its proposed fitout. She is also seeking clarity on the cost escalations.

## 6. AOB

The meeting closed at 3:07pm.

### Action points from this meeting:

1. Biggsy seeking someone to facilitate the Project Vision meeting of 8 – 10 people.
2. Biggsy agreed to organise a lunch with Dame Kerry and John in order to resolve the issue of dual naming WTH spaces.
3. Biggsy to send a copy of PAA to Bryony James.
4. NZSO's chair, Ainsley Walters, alongwith Biggsy, will have a catchup with John and Nic Smith to seek clarity on VUW's commitment.
5. At next CGG meeting, all parties to agree to a timeframe in order to finalise PAA.
6. The mayor requested a copy of presentation to support her discussions about the NMC.

### Action points from previous meetings for noting:

Actions from 21 September 2023	Who	Status
1. James to seek confirmation that it is too late to apply dual naming to spaces in the WTH.	James	Completed
2. NZSO and VUW to provide perspective pieces for inclusion in the WCC Council briefing paper (WCC Council paper deadline is 18 October).	Biggsy/John	Completed
3. James to attend NZSO Board meeting on 28 September (Biggsy to advise exact timing).	James	Completed
4. James to find out whether the OMG is continuing to meet and be effective.	James	?
5. Invite Kirsten Mason (NZSO) to attend the 26 October CGG meeting (for the Mayor's visit).	Biggsy	Completed

Actions from 20 July 2023	Who	Status
1. Organise workshop on project vision.	Peter Biggs	Completed Regional meetings held

2. Legal teams from three partners to agree on a final draft of PAA suitable for signing.	Peter Biggs to coordinate	Ongoing
3. To consider format for Mayor's attendance at CGG.	All	Completed Mayor attending 26 October meeting

<b>Actions from 8 June 2023</b>	<b>Who</b>	<b>Status</b>
1. Peter to update Kerry Prendergast on the Bede Crestani Māori engagement and naming email.	Peter Biggs	Completed

<b>Actions from 13 September 2022</b>	<b>Who</b>	<b>Status</b>
1. CGG Partnership Principles document – update and share so document can be adopted and signed by all parties.	Peter Biggs	Document to be included as an appendix to the PAA

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**From:** Mike Wilson <mike.wilson@vuw.ac.nz>  
**Sent:** Wednesday, 19 July 2023 9:12 am  
**To:** John Allen; John Allen; Peter Biggs; James Roberts; Mike Wilson  
**Cc:** Pevi Ma'alo  
**Subject:** NMC CGG agenda and papers  
**Attachments:** 20 July NMC CGG agendaa and papers.pdf

Kia ora Tatou

Please find attached the agenda and papers for tomorrow's meeting of the Collaborative Governance Group of the National Music Centre.

If there are any updates, I will resend a revised agenda / papers.

Ngā mihi

Mike

Professor Mike Wilson  
Acting Provost





## AGENDA

NMC Collaborative Governance Group (CGG)  
Meeting agenda for Thursday 20 July, 10.30 -12.00pm  
Kumutoto Room, Level 1, WellingtonNZ

Chair: John Allen  
Members: NZSO: Peter Biggs  
VUW: Mike Wilson  
WCC: James Roberts

Other:

### **10.30 - 12.00pm**

1. Welcome
2. Confirm minutes from previous meeting (attachment 1)
3. Update from members on the current position of their organizations
4. Reaffirmation of project vision from the perspective of each party
5. NMC Project update
6. PAA update
7. Manua whenua partnership (attachment 2)
8. Mayor's attendance
9. Potential WCC Councillor workshop
10. AOB

Action points from previous meetings for noting:

Actions from 8 June mtg	Who	Status
1. James to follow up on PAA progress with WCC Legal Team.	James Roberts	Ongoing
2. Biggsy to update Kerry Prendergast on the Bede Crestani Maori engagement and naming email.	Peter Biggs	Ongoing

Actions from 13 September 2022 mtg	Who	Status
1. Invite s7(2)(a) to talk to this group at a future meeting	Vicky Boswell	Schedule later (after premises has been decided).
2. CGG Partnership Principles document – update and share so document can be adopted and signed by all parties.	Vicky Boswell	In progress 22 Feb 2023 - CGG agreed document be adopted with the addition of Te Reo titles. Document will be shared electronically with all parties for signature.
3. CGG members to brief their legal representatives and ask them to liaise to progress the PAA.	Peter/Sarah/Kym	In progress

NMC Collaborative Governance Group (CGG)  
Meeting minutes for Thursday 8 June, 2-3pm  
Kumutoto Room, level 1, WellingtonNZ

**Attendance:**

Chair: John Allen

Members: NZSO: Peter Biggs  
VUW: Sarah Leggott  
WCC: James Roberts

Other: VUW: Vicky Boswell (minutes)  
VUW: Lincoln North  
NZSO: Craig Thorne  
Athfield Architects: s7(2)(a) and s7(2)(a) (from 2.30pm)

1. Welcome James Roberts

James Roberts, who has replaced Kym Fell as WCC's representative on the CGG, was welcomed to his first meeting and introduced to the CGG group.

2. Confirm minutes from previous meeting

The minutes from the 20 March meeting confirmed as true and accurate, and carried.

3. Project Status: Update (including partner perspectives on Stage Two)

WCC – James provided an outline of his role as Chief Digital Office, background for the other projects he is involved in, and some context relating to the financial challenges the Council are currently facing.

VUW – Sarah advised following the recent Senior Leadership Team portfolio realignment at the University, she will move from her Acting Pro-Vice Chancellor role back to being Dean of the Faculty of Humanities and Social Sciences next month. Vicky is being redeployed so this CGG meeting is the last one they will attend. The University's representative on the CGG is a Senior Leadership Team member, and due to the current period of change, who that person will be in future is still being worked through. It was suggested that the administrative support for the CGG might pass to another partner at this point.

Sarah reiterated the University's commitment to Stage 1 of this project, and that Stage 2 has been paused and will be reviewed next year. Some academic programmes offered at the University are being reviewed as part of a project aimed at achieving financial sustainability; all programmes in the New Zealand School of Music are in scope for this review. A proposal document for consultation will be produced and be made available from 26 June.

NZSO – Biggsy advised they are forging ahead with Stage 1 of the project. He suggested a joint public statement from all parties regarding their commitment to this project is something to be considered in future.

4. PAA progress

It was noted the PAA was with WCC’s legal team and James to follow up on its progress.

5. WTH: Māori engagement and naming

The email from Bede Crestani was considered and Biggsy will update Kerry Prendergast advising it was discussed by the CGG at a very initial level at today’s meeting. It was noted future engagement with project donors will be required.

6. OMG WTH update

The membership of the Operational Management Group for the WTH (as per attachment 3 of the agenda) was confirmed. A group including Kirsten Mason from NZSO have been working on what makes WTH distinct and will feedback to the CGG. Craig Thorne is also working on a document which he will bring back to CGG in future.

2.30-3.00pm

7. Athfield Architects – s7(2)(a) and s7(2)(a) s7(2)(a) provided some slides and a brief regarding the concerns they have identified relating to the Wellington Town Hall project and broader precinct. They will continue to work on solutions to bring back to WCC and the CGG.

Action points from this meeting:

1. James to follow up on PAA progress with WCC legal team.
2. Biggsy to update Kerry Prendergast on the Bede Crestani Māori engagement and naming email.

Action points from previous meetings for noting:

Actions from 20 March mtg	Who	Status
1. Circulate Eisenhower Presentation to CGG	Vicky Boswell	Complete
2. Invite Gisela Carr (WCC), Warwick Dent, Kirsten Mason (NZSO) and Sally Jane Norman (VUW) to 28 April CGG meeting to discuss OMG.	Vicky Boswell	Complete
3. Biggsy to invite the Mayor to the 28 April meeting; he will develop a short presentation for her.	Peter Biggs	Complete – Mayor attending 21 September meeting
Actions from 29 November 2022 mtg	Who	Status
1. Clarify re OMG convenor role	Peter Biggs	Complete Confirm if Craig Thorne or Kirsten Mason from NZSO will undertake the role.
Actions from 13 September 2022 mtg	Who	Status
1. Invite s7(2)(a) to talk to this group at a future meeting	Vicky Boswell	Schedule later (after premises has been decided).

<p>2. CGG Partnership Principles document – update and share so document can be adopted and signed by all parties.</p>	<p>Vicky Boswell</p>	<p>In progress 22 Feb 2023 - CGG agreed document be adopted with the addition of Te Reo titles. Document will be shared electronically with all parties for signature.</p>
<p>3. CGG members to brief their legal representatives and ask them to liaise to progress the PAA.</p>	<p>Peter/Sarah/Kym</p>	<p>In progress</p>

## WTH: Māori engagement and naming

**From:** Bede Crestani <[Bede.Crestani@wcc.govt.nz](mailto:Bede.Crestani@wcc.govt.nz)>  
**Sent:** Monday, 29 May 2023 7:34 AM  
**To:** Craig Thorne <[craigt@nzso.co.nz](mailto:craigt@nzso.co.nz)>; Lincoln North <[lincoln.north@vuw.ac.nz](mailto:lincoln.north@vuw.ac.nz)>  
**Subject:** WTH: Maori engagement and naming

Craig and Lincoln

I forgot to add that in my discussions with Nathan and Paratene from our Maori team, we discussed naming rooms within the Town Hall, and we will look at the ones which WCC retain eg not many.

The wider context is that they are thinking about changing the Maori name of the Town Hall and it could be more music orientated. As mentioned, we will think about Maori engagement for the West Hall, a rescoped Level 1 space for the venue and possibly Wakefield St renaming. This is aspirational thinking so who knows what is possible with your support.

We would like to have a conversation with you about the rooms your donors are naming and see if any of them would consider either renaming them with a Maori name or having a dual name. It could be a generous change by them. Nathan and Paratene will be invited to our signing ceremony next week, if we can do it in time.

### **Bede Crestani**

Project Director | Te Toka | Wellington City Council

M s7(2)(a) | E [bede.crestani@wcc.govt.nz](mailto:bede.crestani@wcc.govt.nz) | W [Wellington.govt.nz](http://Wellington.govt.nz)

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**Absolutely Positively**  
**Wellington City Council**

Me Heke Ki Pōneke

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**From:** Susan Davies <susan.davies@vuw.ac.nz>  
**Sent:** Tuesday, 22 August 2023 5:13 pm  
**To:** John Allen; peter.biggs@nzso.co.nz; James Roberts  
**Cc:** Emma Santer; ea@nzso.co.nz; Emilee Dimcheff; Mike Wilson  
**Subject:** NMC CGG Agenda & Papers for 24 August 2023 Meeting  
**Attachments:** 08 24 Aug NMC CGG Agenda.pdf; 20 July NMC CGG Minutes copy.pdf; Operational Model Proposal updated 28 July copy.pdf; Town Hall Project - WCC Letter 210823.pdf

Kia ora koutou

Please find **attached** the agenda and papers for Thursday's meeting.

Ngā mihi

**Susan Davies**  
Executive Assistant to the Provost  
Kaiāwhina Matua ki te Tumu Maruaia  
Te Herenga Waka—Victoria University of Wellington

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## AGENDA

NMC Collaborative Governance Group (CGG)  
Meeting agenda for Thursday 24 August, 2.30 -3.30pm  
Kumutoto Room, Level 1, WellingtonNZ

Chair: John Allen  
Members: NZSO: Peter Biggs  
VUW: Mike Wilson  
WCC: James Roberts

1. Welcome
2. Confirm minutes from previous meeting (attachment 1)
3. Update from members
4. NMC Project – WTH variation (attachments 2 & 3)
5. Mana whenua partnership
6. Mayor's attendance
7. Wellington City Council Workshop
8. AOB

Action points from previous meetings for noting:

<b>Actions from 20 July 2023</b>	<b>Who</b>	<b>Status</b>
1. Organize workshop on project vision.	Peter Biggs	Ongoing
2. Legal teams from three partners to agree on a final draft of PAA suitable for signing.	Peter Biggs to coordinate	Ongoing
3. To consider format for Mayor's attendance at CGG on 21/9/23.	All	Ongoing

<b>Actions from 8 June 2023</b>	<b>Who</b>	<b>Status</b>
1. James to follow up on PAA progress with WCC Legal Team.	James Roberts	Superseded by Action 2 above
2. Peter to update Kerry Prendergast on the Bede Crestani Māori engagement and naming email.	Peter Biggs	Ongoing

<b>Actions from 13 September 2022</b>	<b>Who</b>	<b>Status</b>
1. Invite s7(2)(a) to talk to this group at a future meeting.	Vicky Boswell	Schedule later (after premises has been decided).
2. CGG Partnership Principles document – update and share so document can be adopted and signed by all parties.	Vicky Boswell	In progress 22 Feb 2023 - CGG agreed document be adopted with the addition of Te Reo titles. Document with WCC for signing.
3. CGG members to brief their legal representatives and ask them to liaise to progress the PAA.	Peter/Sarah/Kym	Superseded by Action 2 from 20 July



## AGENDA

NMC Collaborative Governance Group (CGG)  
Meeting agenda for Thursday 20 July, 10.30 -12.00pm  
Kumutoto Room, Level 1, WellingtonNZ

Attendance:

Chair: John Allen  
Members: NZSO: Peter Biggs (Biggsy)  
VUW: Mike Wilson  
WCC: James Roberts

1. **Welcome**

The Chair welcomed Professor Mike Wilson, Acting Provost of VUW and Senior Sponsor of the NMC project for VUW.

2. **Confirm minutes from previous meeting**

The minutes of the meeting of 8<sup>th</sup> June 2023 were confirmed as true and accurate (bar a couple of typos), and carried.

3. **Update from members on the current position of their organizations**

WCC – James provided an update on the update on the development of the environs of the Town Hall; a case will be put to Council around early October for continued funding; RCP have been commissioned to give an independent assessment of the project. The need to provide an integrated vision of the development of the area (i.e. Town Hall, Library, Art Gallery Precinct) to excite the interest of the Councillors. It was also noted that it would make sense to present the vision for the NMC to Councillors around about this time.

VUW – John and Mike described the current situation at VUW, in particular the change process the University undertaking in order to achieve long-term financial sustainability. To do this, the University will need to lose a significant number of both academic and professional positions. The School of Music is affected by the proposed changes. The services of a business analyst has been provided to the Director to help develop a business plan for the further growth in NZSM in the context of the NMC

NZSO – Biggsy provided an update on work he is doing to manage stakeholders.

4. **Reaffirmation of project vision from the perspective of each party**

It was decided to hold a facilitated workshop involving a small group of key stakeholders from NZSO, WCC, VUW in order to decide on a new vision for the NMC project. It was noted that the choice of participants will need careful thought. The target timescale for getting the group together is of the order of four weeks

5. **NMC Project update**

MJW circulated a presentation given to a recent meeting of the University's Foundation Board outlining progress on the construction aspects of the project.

6. **PAA update**

There was a discussion of the draft Partnership Accord Agreement, particularly in the light of comments recently made on the document by WCC's inhouse legal team. The purpose of the document as currently written can be summarized thus:

- *To set out the basic principles the parties have agreed regarding their shared vision for the National Music Centre.*
- *To set out the objectives of the collaboration.*
- *To agree in principle to evaluate and commit to the resourcing required for the project*
- *To set up working groups to achieve the "Shared Vision" (the Collaboration Governance Group and the Operational Management Group.)*
- *To set out the responsibilities of these groups- with the aim to create an efficient governance structure which facilitate collaborative decision making in relation to the project and longer term in relation to the operation of the Music Centre.*

The meeting felt that the document was far less operational than some of its earlier versions, and that with a bit of effort as to the detail it should be possible to get agreement as to workable final version. Consequently, it was decided that the legal teams from the three parties should be asked to work together to come up with an agreed draft for signing. Biggsy to coordinate.

7. **Manua whenua partnership**

There was a discussion of the naming of various spaces, in particular the assignment of Māori names (which need to be properly 'gifted'). It was recognised that this is a sensitive issue, particularly in relation to the naming of spaces for which philanthropic donations have already been received, and needs careful handling. Discussions with relevant parties are currently on hold.

8. **Mayor's attendance**

It was noted that the Wellington Mayor is due to meet the CGG on 21<sup>th</sup> September 2023. The need for a short, sharp presentation was noted, e.g., a couple of young musicians and students. It was noted that diversity of participation in the NMC needed to be evidenced.

The Mayoral Roadshow and attendant issues was also discussed.

9. **Potential WCC Councillor workshop**

This item will be returned to at a later meeting.

#### 10. AOB

There were no items of AOB.

#### Action points from this meeting

Actions from this meeting	Who	Status
1. Organize workshop on project vision	Peter	Ongoing
2. Legal teams from three partners to agree on a final draft of PAA suitable for signing	Peter to coordinate	Ongoing
1. To consider format for Mayor's attendance at CGG on 21/9/23	All	Ongoing

#### Action points from previous meetings:

Actions from 8 June mtg	Who	Status
1. James to follow up on PAA progress with WCC Legal Team.	James Roberts	Ongoing
2. Biggsy to update Kerry Prendergast on the Bede Crestani Maori engagement and naming email.	Peter Biggs	Ongoing

Actions from 13 September 2022 mtg	Who	Status
1. Invite <span style="background-color: black; color: red;">s7(2)(a)</span> to talk to this group at a future meeting	MJW	Schedule later (after premises has been decided).
2. CGG Partnership Principles document – update and share so document can be adopted and signed by all parties.	MJW	In progress 22 Feb 2023 - CGG agreed document be adopted with the addition of Te Reo titles. Document will be shared electronically with all parties for signature.
3. CGG members to brief their legal representatives and ask them to liaise to progress the PAA.	Peter/Sarah/Kym	Superseded by Action 2 arising from CGG meeting of 20 <sup>th</sup> July



21 August 2023

James Roberts  
Chief Digital Officer  
Executive Leadership Team  
Wellington City Council  
PO Box 2199  
Wellington 6140

Dear James

**Town Hall Project- Concerns regarding report identifying issues for tenant operation of the facility and proposed variations**

We have reviewed the report identifying issues in the Town Hall project and suggested proposals and do have a number of concerns. We feel we do not have enough information at this stage to understand the full impact of what is being proposed which is obviously a major WCC Variation under the CRA. While it is clear that there are real issues with the current layout and in particular with the lack of accessible toilet facilities, we do need to fully understand the Tenant Detriments associated with the new proposals in order to properly evaluate them. We note that under the CRA, WCC is required to identify these detriments.

In particular, we need to understand how the achievement of practical completion is likely to be affected and whether there will be any impact on us in terms of cost (including our own construction costs and fit out costs.) We are also keen to understand whether the proposed changes to the use of the debating chamber will result in any increase in costs for us both in terms of the lease rental/outgoings and our fit out/uplift costs. We understand there has already been significant money spent in designing fit out to enable reconfiguration of this space once a week. We also note that the suggested requirement that NZSM book out allocation dates 18 months in advance is simply not practical or workable for NZSM as timetabling is not set that far in advance.

In summary our key concerns are:

1. **Impact on practical completion:** We need to understand how these changes are likely to impact practical completion of the building and our ability to move in. It is our understanding that practical completion will not be able to be achieved until the toilet facilities are complete. If these are to be placed in the MOB (and it is our understanding what is being done on this site is not yet resolved), completion will be years away. If a temporary facility was to be built in the interim, can this be done within the current timeframe?

2. **Costs:** We are also keen to understand the cost implications of these proposals and whether there will be any cost increase for VUW as a result of the proposed changes.
3. **NZSO:** The proposed changes obviously significantly impact NZSO's space. Has NZSO confirmed whether the changes are workable/acceptable for them? Our partnership with NZSO is obviously a key part of this project.
4. **Noise:** We are also concerned about the possible impact that the demolition/ construction work on the MOB site and now potentially the Michael Fowler site will have on our use of the Town Hall facilities. While we understand you are not yet able to confirm timeframes for this work, we do need to understand what steps will be taken to minimize the impact of noise for the users of the Town Hall facilities. As I'm sure you will understand the ability to perform in peace and hear our music is key to the NZMS's operation.

We look forward to receiving further details.

Yours sincerely



Professor Michael Wilson  
**Acting Provost**

cc: John Allen, Chair, Collaborative Governance Group for the National Music Centre  
Peter Biggs, Chief Executive, New Zealand Symphony Orchestra  
Stephen Blackburn, Manager City Events, Creative Capital, Wellington City Council

---

**From:** Susan Davies <susan.davies@vuw.ac.nz>  
**Sent:** Tuesday, 19 September 2023 2:43 pm  
**To:** John Allen; Mike Wilson; Peter Biggs; James Roberts  
**Cc:** Emma Santer; Emma Neas; Alanna Wilcock  
**Subject:** NMC CGG Agenda & Papers for 21 September 2023 Meeting  
**Attachments:** 09 21 Sept NMC CGG Agenda.pdf; 08 24 Aug NMC CGG Minutes.pdf

Kia ora koutou

Please find **attached** the agenda and papers for Thursday's meeting.

Ngā mihi

**Susan Davies**  
Executive Assistant to the Provost  
Kaiāwhina Matua ki te Tumu Maruaia  
Te Herenga Waka—Victoria University of Wellington

Phone +64 4 463 5201  
PO Box 600, Wellington 6140  
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## AGENDA

NMC Collaborative Governance Group (CGG)  
Meeting agenda for Thursday 21 September, 2-3pm  
Kumutoto Room, Level 1, WellingtonNZ

Chair: John Allen  
Members: NZSO: Peter Biggs  
VUW: Mike Wilson  
WCC: James Roberts

1. Welcome
2. Confirm minutes from previous meeting (attachment 1)
3. Update from members
4. WTH Variation:
  - a update on WTH Workshop held on 7<sup>th</sup> September
  - b Implications for partners
  - c Next steps and actions
5. Mayor's attendance at CGG
6. AOB

Action points from previous meetings for noting:

Actions from 24 August 2023	Who	Status
1. Organise meeting with WCC to discuss the WTH variation and naming rights.	Mike Wilson	Done: WCC/NZSO/VUW Workshop held on 7 September.
2. Confirm WCC workshop date/time with Kerry Prendergast or WCC CEO's office.	Peter Biggs	Ongoing

Actions from 20 July 2023	Who	Status
1. Organize workshop on project vision.	Peter Biggs	Ongoing
2. Legal teams from three partners to agree on a final draft of PAA suitable for signing.	Peter Biggs to coordinate	Ongoing
3. To consider format for Mayor's attendance at CGG on 21/9/23.	All	Ongoing 30 Aug 2023 – Mayor now attending 26 October meeting.

Actions from 8 June 2023	Who	Status
1. Peter to update Kerry Prendergast on the Bede Crestani Māori engagement and naming email.	Peter Biggs	Ongoing

Actions from 13 September 2022	Who	Status
1. Invite s7(2)(a) to talk to this group at a future meeting.	Vicky Boswell	Schedule later (after premises has been decided).
2. CGG Partnership Principles document – update and share so document can be adopted and signed by all parties.	Vicky Boswell	In progress 22 Feb 2023 - CGG agreed document be adopted with the addition of Te Reo titles. Document with WCC for signing.

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**From:** Vicky Boswell <vicky.boswell@vuw.ac.nz>  
**Sent:** Friday, 23 June 2023 9:59 am  
**To:** John Allen; Peter Biggs; James Roberts  
**Cc:** Sarah Leggott; Emma Santer; Alanna Wilcock; NZSO EA (ea@nzso.co.nz)  
**Subject:** Minutes/actions from 8 June NMC Collaborative Governance Group meeting  
**Attachments:** 06 8 Jun NMC CGG mtg minutes.pdf

**Alanna- Please note your actions from the previous meeting**

**Action points from this meeting:**

1. James to follow up on PAA progress with WCC legal team.

---

Mōrena koutou

Please find attached the minutes/actions from the 8 June NMC Collaborative Governance Group meeting.

Happy Friday all

Ngā mihi

Vicky Boswell

EA & Project Coordinator to Professor Sarah Leggott, Pro Vice-Chancellor

Wellington Faculties of Humanities & Social Sciences | Education

Te Herenga Waka - Victoria University of Wellington

Phone: +64-4-463 5208

Room MY408, Murphy Building, Kelburn Parade

[www.wgtn.ac.nz](http://www.wgtn.ac.nz) | 0800 04 04 04



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NMC Collaborative Governance Group (CGG)  
Meeting minutes for Thursday 8 June, 2-3pm  
Kumutoto Room, level 1, WellingtonNZ

**Attendance:**

Chair: John Allen

Members: NZSO: Peter Biggs  
VUW: Sarah Leggott  
WCC: James Roberts

Other: VUW: Vicky Boswell (minutes)  
VUW: Lincoln North  
NZSO: Craig Thorne  
Athfield Architects: s7(2)(a) and s7(2)(a) (from 2.30pm)

**1. Welcome James Roberts**

James Roberts, who has replaced Kym Fell as WCC's representative on the CGG, was welcomed to his first meeting and introduced to the CGG group.

**2. Confirm minutes from previous meeting**

The minutes from the 20 March meeting confirmed as true and accurate, and carried.

**3. Project Status: Update (including partner perspectives on Stage Two)**

WCC – James provided an outline of his role as Chief Digital Office, background for the other projects he is involved in, and some context relating to the financial challenges the Council are currently facing.

VUW – Sarah advised following the recent Senior Leadership Team portfolio realignment at the University, she will move from her Acting Pro-Vice Chancellor role back to being Dean of the Faculty of Humanities and Social Sciences next month. Vicky is being redeployed so this CGG meeting is the last one they will attend. The University's representative on the CGG is a Senior Leadership Team member, and due to the current period of change, who that person will be in future is still being worked through. It was suggested that the administrative support for the CGG might pass to another partner at this point.

Sarah reiterated the University's commitment to Stage 1 of this project, and that Stage 2 has been paused and will be reviewed next year. Some academic programmes offered at the University are being reviewed as part of a project aimed at achieving financial sustainability; all programmes in the New Zealand School of Music are in scope for this review. A proposal document for consultation will be produced and be made available from 26 June.

NZSO – Biggsy advised they are forging ahead with Stage 1 of the project. He suggested a joint public statement from all parties regarding their commitment to this project is something to be considered in future.

4. PAA progress

It was noted the PAA was with WCC’s legal team and James to follow up on its progress.

5. WTH: Māori engagement and naming

The email from Bede Crestani was considered and Biggsy will update Kerry Prendergast advising it was discussed by the CGG at a very initial level at today’s meeting. It was noted future engagement with project donors will be required.

6. OMG WTH update

The membership of the Operational Management Group for the WTH (as per attachment 3 of the agenda) was confirmed. A group including Kirsten Mason from NZSO have been working on what makes WTH distinct and will feedback to the CGG. Craig Thorne is also working on a document which he will bring back to CGG in future.

2.30-3.00pm

7. Athfield Architects – s7(2)(a) and s7(2)(a) provided some slides and a brief regarding the concerns they have identified relating to the Wellington Town Hall project and broader precinct. They will continue to work on solutions to bring back to WCC and the CGG.

**Action points from this meeting:**

1. James to follow up on PAA progress with WCC legal team.
2. Biggsy to update Kerry Prendergast on the Bede Crestani Māori engagement and naming email.

Action points from previous meetings for noting:

<b>Actions from 20 March mtg</b>	<b>Who</b>	<b>Status</b>
1. Circulate Eisenhower Presentation to CGG	Vicky Boswell	Complete
2. Invite Gisela Carr (WCC), Warwick Dent, Kirsten Mason (NZSO) and Sally Jane Norman (VUW) to 28 April CGG meeting to discuss OMG.	Vicky Boswell	Complete
3. Biggsy to invite the Mayor to the 28 April meeting; he will develop a short presentation for her.	Peter Biggs	Complete – Mayor attending 21 September meeting
<b>Actions from 29 November 2022 mtg</b>	<b>Who</b>	<b>Status</b>
1. Clarify re OMG convenor role	Peter Biggs	Complete Confirm if Craig Thorne or Kirsten Mason from NZSO will undertake the role.
<b>Actions from 13 September 2022 mtg</b>	<b>Who</b>	<b>Status</b>
1. Invite s7(2)(a) to talk to this group at a future meeting	Vicky Boswell	Schedule later (after premises has been decided).

<p>2. CGG Partnership Principles document – update and share so document can be adopted and signed by all parties.</p>	<p>Vicky Boswell</p>	<p>In progress 22 Feb 2023 - CGG agreed document be adopted with the addition of Te Reo titles. Document will be shared electronically with all parties for signature.</p>
<p>3. CGG members to brief their legal representatives and ask them to liaise to progress the PAA.</p>	<p>Peter/Sarah/Kym</p>	<p>In progress</p>

---

**From:** Mike Wilson <mike.wilson@vuw.ac.nz>  
**Sent:** Wednesday, 19 July 2023 8:12 pm  
**To:** John Allen; John Allen; Peter Biggs; James Roberts  
**Cc:** Pevi Ma'alo; Mike Wilson  
**Subject:** Re: NMC CGG agenda and papers  
**Attachments:** VUW Property Services - NMC Project Update Presentation.pdf; NMC PAA 2023 - WCC Legal comments.pdf; 20 July NMC CGG agenda and papers.pdf

Kia ora Tatou

Please find attached an update version of the agenda and papers for tomorrow's meeting.

Please note that Attachments 1 and 4 are appended to the agenda, whilst attachments 2 and 3 are sent as separate files.

Ngā mihi

Mike

Professor Mike Wilson  
Acting Provost



---

**From:** Mike Wilson <mike.wilson@vuw.ac.nz>  
**Date:** Wednesday, 19 July 2023 at 9:12 AM  
**To:** John Allen <john.allen@wellingtonnz.com>, John Allen <john.allen@vuw.ac.nz>, Peter Biggs <Peter.Biggs@nzso.co.nz>, James.roberts@wcc.govt.nz <James.Roberts@wcc.govt.nz>, Mike Wilson <mike.wilson@vuw.ac.nz>  
**Cc:** Pevi Ma'alo <pevi.ma'alo@vuw.ac.nz>  
**Subject:** NMC CGG agenda and papers

Kia ora Tatou

Please find attached the agenda and papers for tomorrow's meeting of the Collaborative Governance Group of the National Music Centre.

If there are any updates, I will resend a revised agenda / papers.

Ngā mihi

Mike

Professor Mike Wilson  
Acting Provost

## WTH: Māori engagement and naming

**From:** Bede Crestani <[Bede.Crestani@wcc.govt.nz](mailto:Bede.Crestani@wcc.govt.nz)>  
**Sent:** Monday, 29 May 2023 7:34 AM  
**To:** Craig Thorne <[craigt@nzso.co.nz](mailto:craigt@nzso.co.nz)>; Lincoln North <[lincoln.north@vuw.ac.nz](mailto:lincoln.north@vuw.ac.nz)>  
**Subject:** WTH: Maori engagement and naming

Craig and Lincoln

I forgot to add that in my discussions with Nathan and Paratene from our Maori team, we discussed naming rooms within the Town Hall, and we will look at the ones which WCC retain eg not many.

The wider context is that they are thinking about changing the Maori name of the Town Hall and it could be more music orientated. As mentioned, we will think about Maori engagement for the West Hall, a rescoped Level 1 space for the venue and possibly Wakefield St renaming. This is aspirational thinking so who knows what is possible with your support.

We would like to have a conversation with you about the rooms your donors are naming and see if any of them would consider either renaming them with a Maori name or having a dual name. It could be a generous change by them. Nathan and Paratene will be invited to our signing ceremony next week, if we can do it in time.

### **Bede Crestani**

Project Director | Te Toka | Wellington City Council

M s7(2)(a) | E [bede.crestani@wcc.govt.nz](mailto:bede.crestani@wcc.govt.nz) | W [Wellington.govt.nz](http://Wellington.govt.nz)

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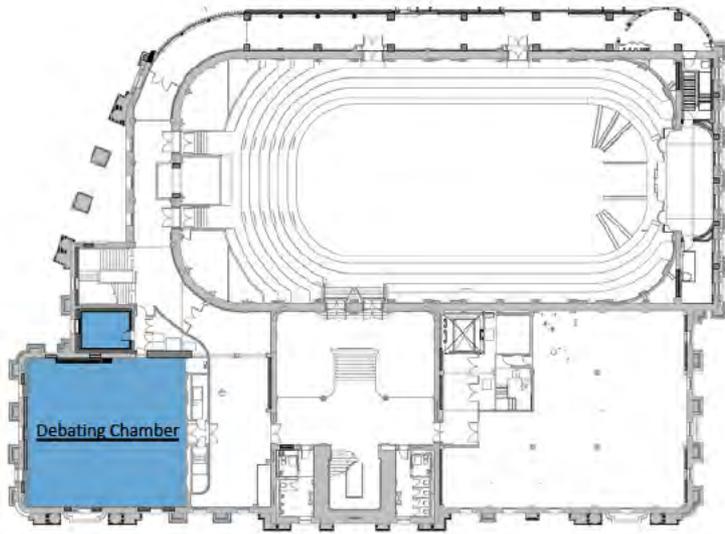
**Absolutely Positively**  
**Wellington City Council**

Me Heke Ki Pōneke

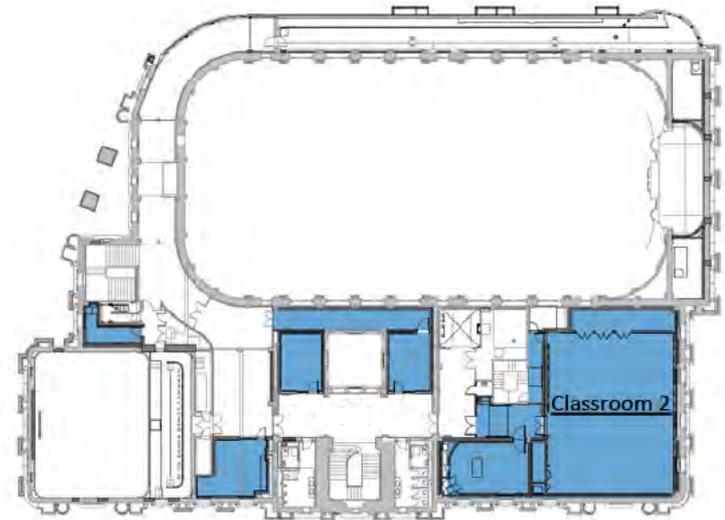
Early draft docs withheld under s7(2)(f)(i)

# National Music Centre Project Update

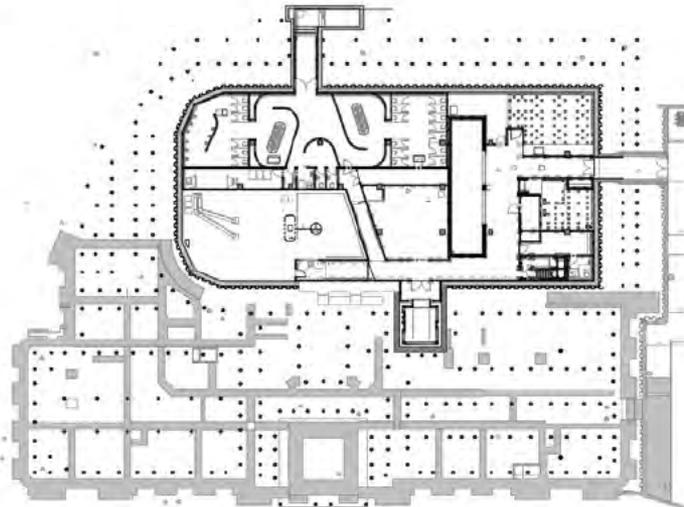




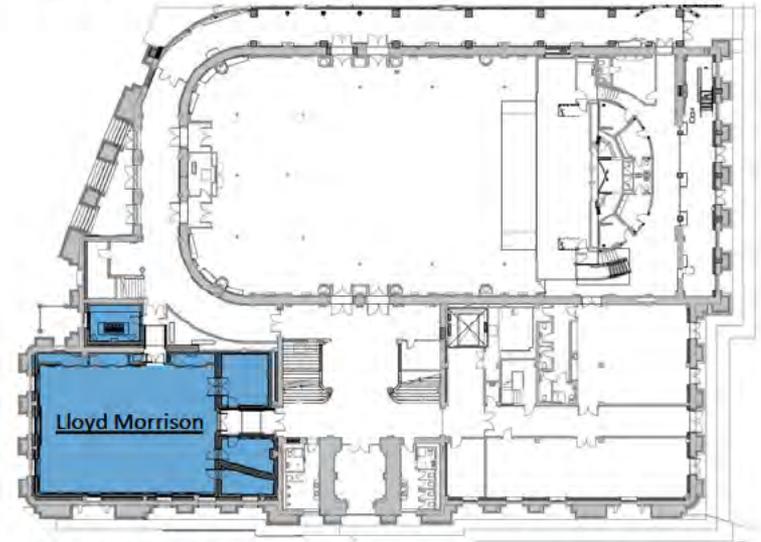
**1<sup>st</sup> Floor**



**2<sup>nd</sup> Floor**



**Basement NZSO – Waterproofed**



**Ground Floor**

# Wins & Challenges

## Good News

- Health & Safety – number one project priority – no life altering injuries to date
- Project remains a collaborative space between all parties – difficult to overstate how big an achievement this is given the complexity, programme and cost pressures and sheer number of stakeholders
- VUW/NZSO Tenancies going ahead – major win in current escalatory environment
- Seismic upgrade to Importance Level 3 (IL3) – 100%

## Challenges

- Covid-19 (both direct delays due to lockdowns, and indirect due to social distancing, cleaning etc.). Still facing illness issues due to Covid – 12 subcontractors off last week
- Hot market – limited resources, supply chain challenges, subcontractor continuity with easier work everywhere
- WCC Decision making – delayed the start of the project as MOB was occupied



# Construction Relationship Chart

**Insurance Broker**

**Aon**

Joanna Wong – Executive Director  
Chris Mak – Manager FP

**Project Quantity Surveyor**

**Rider Levett Bucknall**

Grant Watkins – Director  
Tracy Chan – QS

**Design Consultant Team**

**Architecture and Design Coordination**

**Athfield Architects**

Jeremy Perrot – Principal  
Neil Drummond – Associate  
Karly Houston – Associate

**Structural Engineering**

**Holmes Consulting**

Laura Whitehurst – Director  
Panos Armaos – Senior Engineer  
Aretha Chen – Engineer

**Geotechnical Engineering**

**Tonkin & Taylor**

Chris Hillman – Manager Geotech  
Stuart Palmer – Principal Geotech  
Englan Chin – Senior Engineer

**Acoustic Consultant**

**Marshall Day**

Miklin Halstead – Associate  
Bertie van den Braak – Engineer

**Building Services**

**Beca**

Chris Martin – Principal  
Sabrina Oliver – Mechanical Engineer  
Robert Hirschberg – Electrical Engineer  
Oscar Roberts – Hydraulic Engineer

**Heritage Consultant**

**Archifact**

Adam Wild – Director

**Fire Engineering**

**Holmes Fire**

Kevin Irwin – Director  
James Skinner – Senior Engineer

**Building Users**

Jennifer Parker  
WCC Democratic Services

Tory Whanau  
Mayor of Wellington

Tim Eley  
Experience Wellington  
Facilities Manager

Warrick Dent  
Experience Wellington  
General Manager

**Collaboration and Restatement Agreement**

Andy Norris  
TSA  
Senior Project Manager

Graig Thorne  
New Zealand  
Symphony Orchestra  
Head of Projects

Lincoln North  
Victoria University  
Wellington (VUW)  
Senior Project Manager

Craig Sutton  
Victoria University  
Wellington (VUW)  
Project Delivery Manager

Gabrielle Lynch  
WCC Project Coordinator

Bede Crestani  
Principal Representative  
Project Director

**Project Governance Board**

James Roberts  
WCC Chief Digital Officer  
Board Chair

Iestyn Burke  
WCC Director Property & Capital  
Board Member

Robert Cameron  
PWC Partner  
Board Member

Andrew McCalman  
Engineer to Contract  
Strategic Advisor to Board

**Main Construction Contract**

**WCC Consents**

Jeremy Strongman  
WCC Manager  
Building Consents

Peter Geraghty  
Senior Inspection Officer  
Building Consent

Narendra Kumar  
Compliance Monitoring  
Resource Consent

**Naylor Love Wellington Office**

Nick Clayton  
Naylor Love  
Director Wellington

Greg McEtridge  
Naylor Love  
General Manager

**WCC PM Team**

Anthony Pattison  
WCC Project Manager  
Engineer Representative

Jon Williams  
WCC Project Manager  
Engineer Representative

Tarin Walker  
WCC Project Manager  
Risk/Operations

Gervais Lawrie  
WCC Project Manager  
Architecture

Jon Bluemel  
WCC Project Manager  
Services

Gareth Langdon  
WCC Project Manager  
Structure

Nigel Burns  
Naylor Love PM  
Contractor Rep

Matt Turnbull  
Naylor Love  
Below Ground Site  
Manager

Michael de Fazio  
Naylor Love  
BIM Manager

Brett Hamer  
Naylor Love  
Above Ground Site  
Manager

Steve Hastie  
Naylor Love  
Building Services

Eoin Norton  
Naylor Love  
Temp Works Engineer

Jacqui O'Donnel  
Naylor Love  
Quantity Surveyor

Jesse Howlett-Cochrane  
Naylor Love  
Heritage

**Naylor Love Construction Team**

**AV Equipment**

**Futureworks**

James Bailey – General Manager  
Wyatt Schultz – AV Engineer

Pete Busby  
Just Sound  
AV Consultant

Sam Johnston  
YOOCrew  
Production Consultant

Mike Heard  
Pro Audio TV  
Senior Solution Architect

# Budget

- \$182.4m – WCC Current total project budget, additional budget is being applied for by the WCC project team due to;
  - Temporary works – more required than initially foreseen i.e. propping
  - Below ground works – additional complexities including dewatering, higher zinc levels than anticipated
  - Heritage – technical challenges
  - General construction complexity and sequencing
  - Extension of time claims being applied for:

Description	Days Claimed for
Client Sub Total	81
Technical Sub Total	200
Covid Sub Total	111

- VUW budget;
  - High portion of the spend to date has been used to explore various Stage 2 options

Description	Budget
Construction (WTH fitout)	\$11.5m
FF&E & AV	\$5.0m
Consultant fees	\$2.5m
Other VUW Specific	\$1.5m
Total budget	\$20.5m
Total VUW spend to date (2018-2023)	\$2.7m



**CAPITAL THINKING.  
GLOBALLY MINDED.**  
MAI I TE IHO KI TE PAE



1897  
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WELLINGTON**  
TE HERENGA WAKA



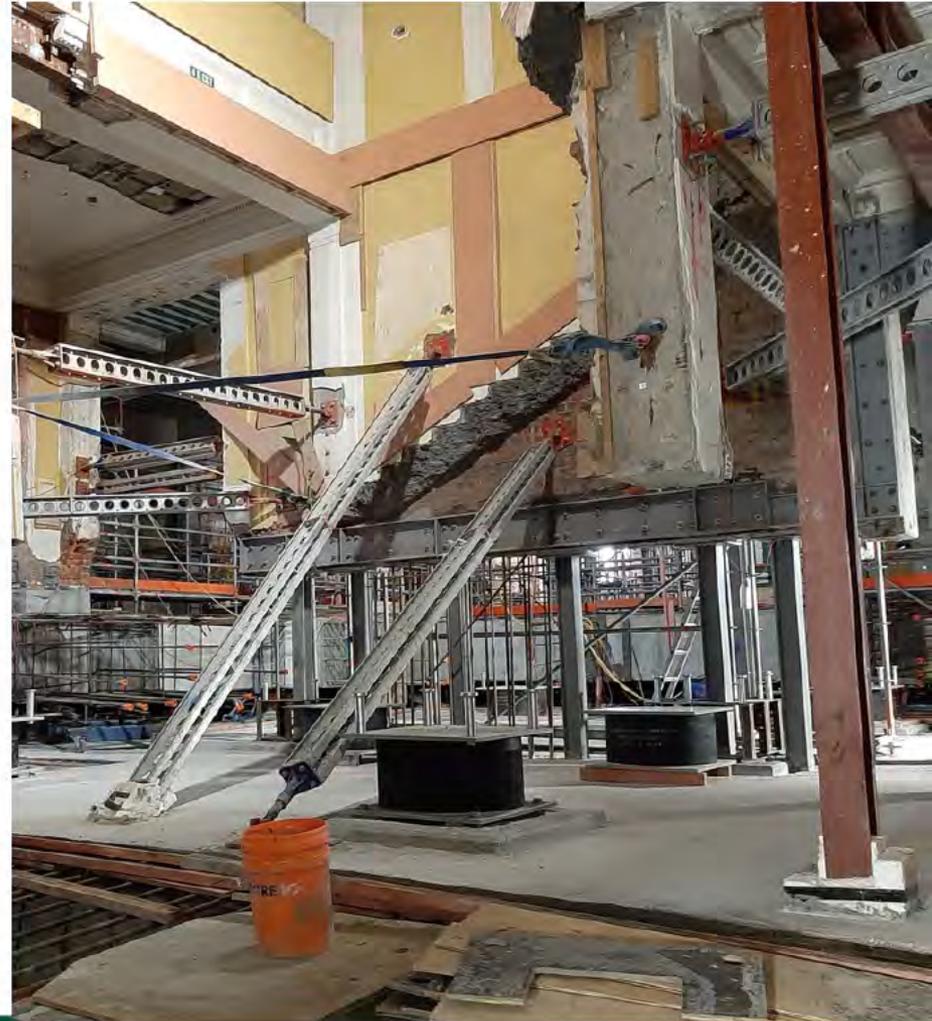
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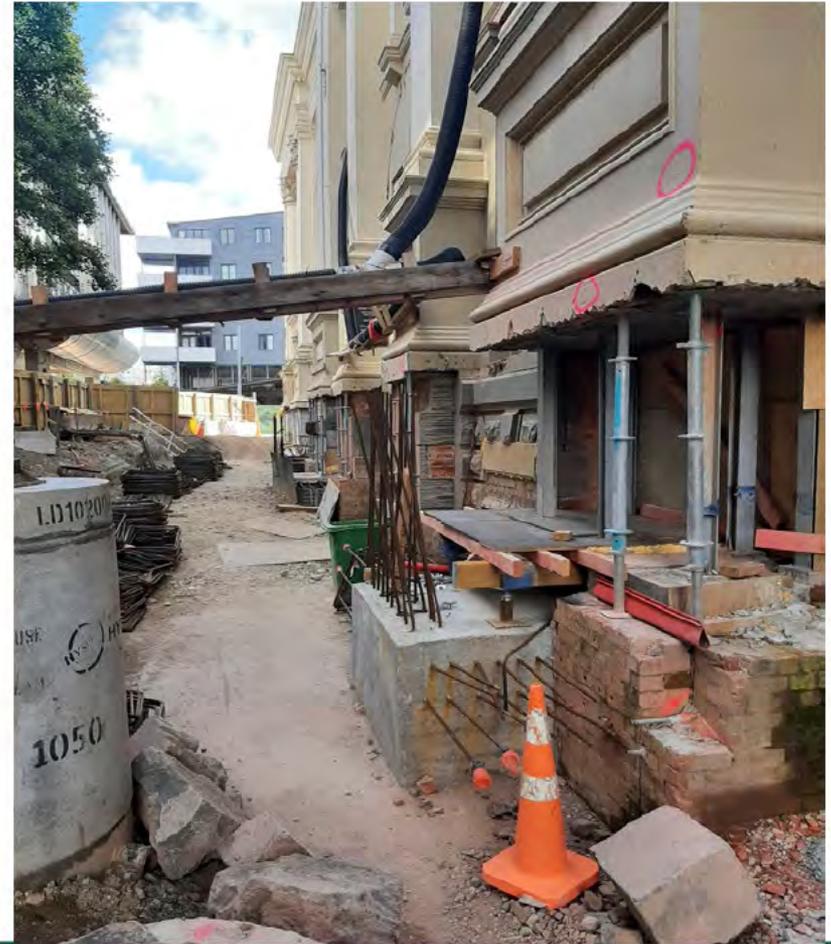
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**WELLINGTON**  
TE HERENGA WAKA

# Major Milestones Achieved

- Building is now effectively on its new foundations, with the only parts outstanding supported by temporary works designed to move with the building during a seismic event – significantly diminishes risk of structural failure and consequently risk to human life i.e. if an Earthquake were to occur during construction. Building currently at 50% NBS
- Sheet Piling in the auditorium allowing construction of the new basement underneath the Town Hall.
  - Four critical paths led to the start of these works, i.e. installing and transferring load paths to the new foundations of three auditorium walls, as well as strengthening of the heritage timber roof trusses.



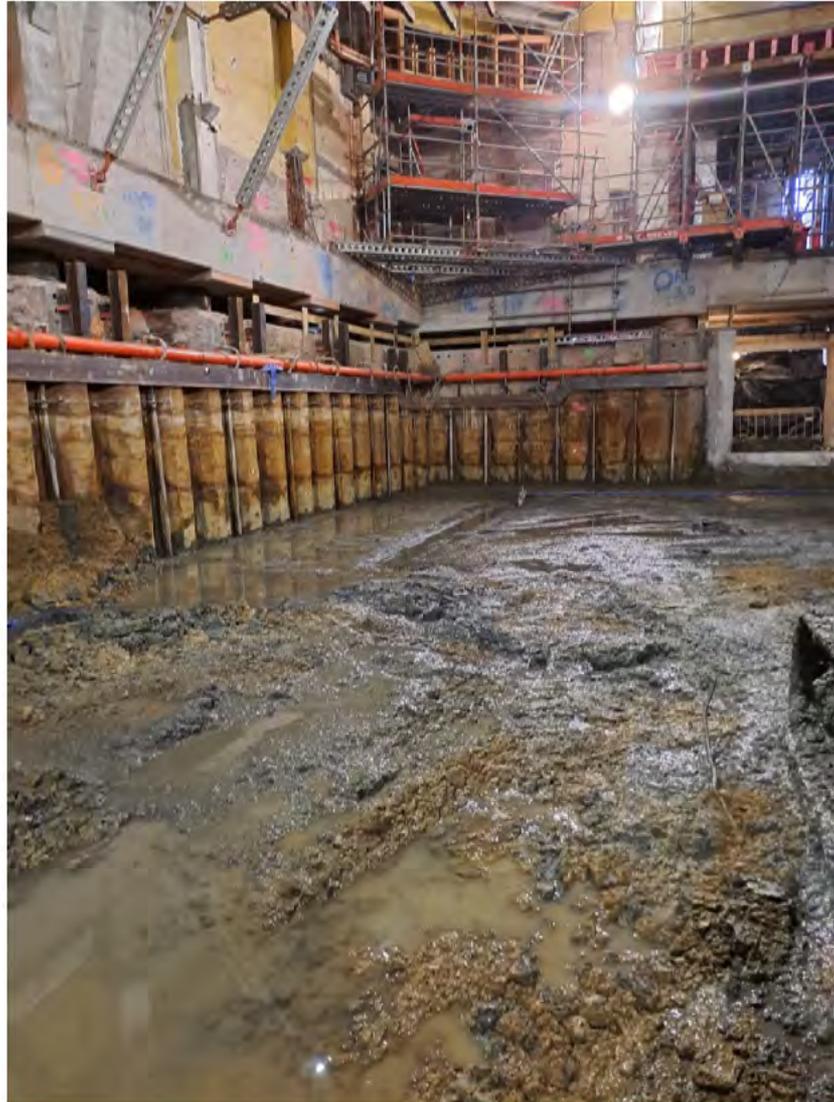
# Temporary support of Corinthian columns



# Auditorium - January 2023



# Auditorium - July 2023



# Programme

## Where things are at

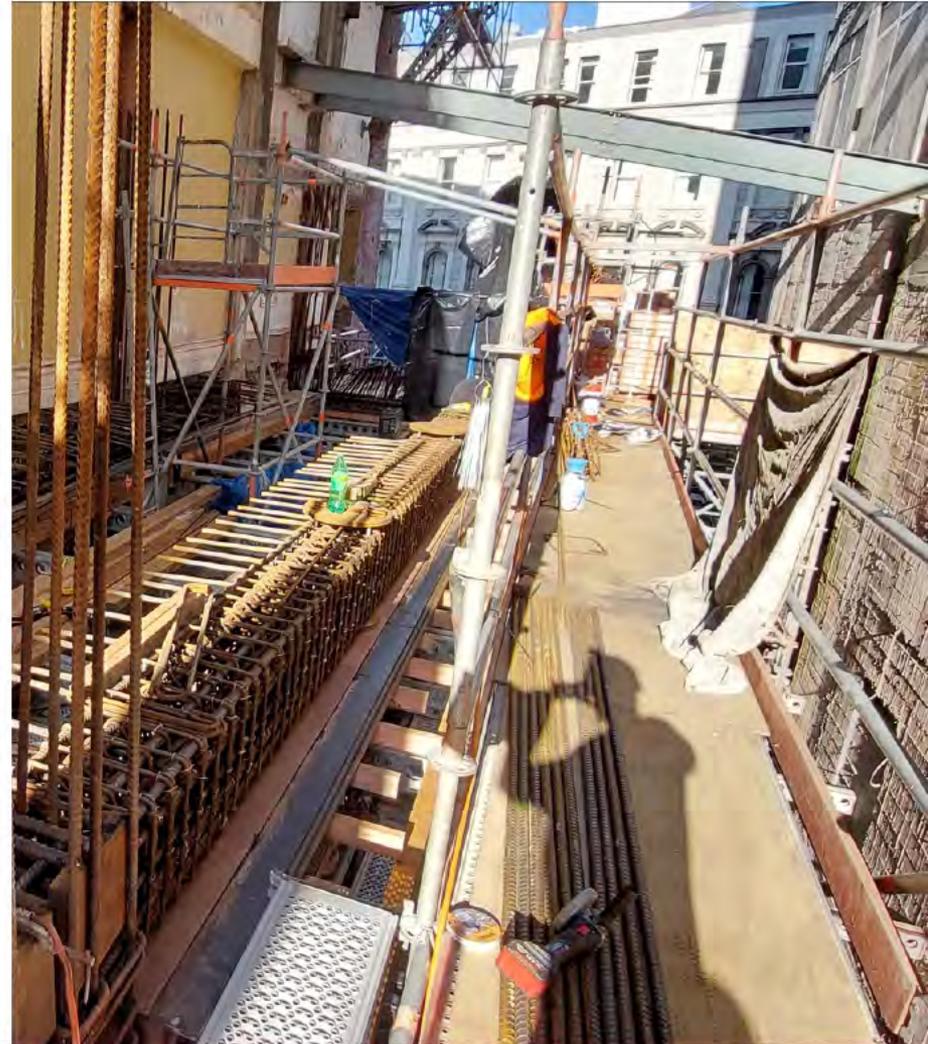
- Currently dewatering the auditorium during excavation ahead of constructing the new basement. Challenged by groundwater and resource consent conditions (zinc).
- Poured concrete to all Level 1 structural ring beams.

## Upcoming milestones

- All base isolators commissioned or loaded: 12 July 2023
- Overlay walls complete: 18 December 2023
- Basement membrane works starting: November 2023

## Handover Targets

- VUW Spaces for client fitout – December 2024
- Base Build, full building structure complete – June 2025
- NZSO spaces for client fitout – October 2025
- Opening target of early 2026



# Roof works underway – 1month ago



# Equipment Procurement

VUW team is reviewing the backbone infrastructure requirements i.e. power, data, and acoustics to suit necessary equipment, working with suppliers, AV consultants, and NZSO

## NZSM – Equipment examples



NZSO – Mixing Console

NZSM purchasing 2 smaller consoles

## Architects design intent



## VUW team design development

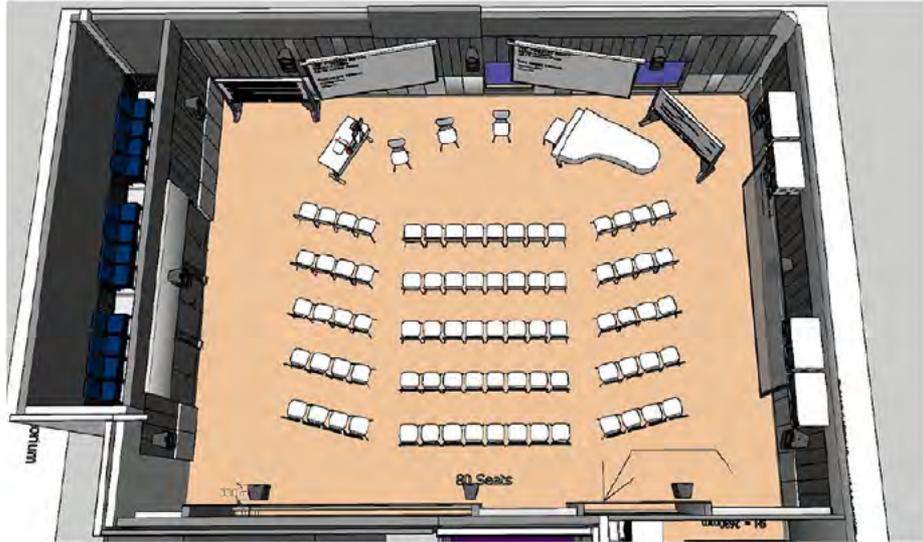


## Architects design intent

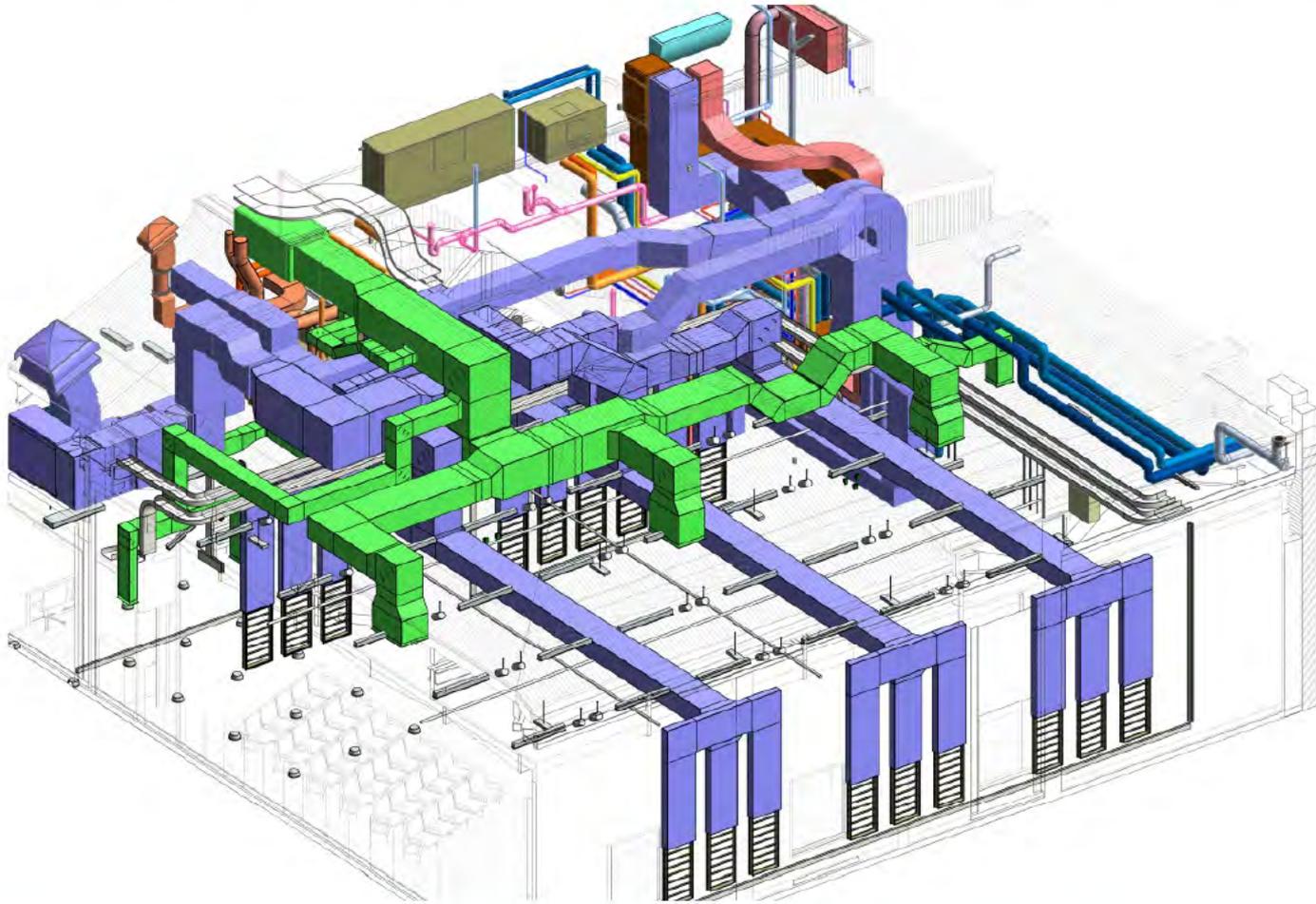


## VUW team design development

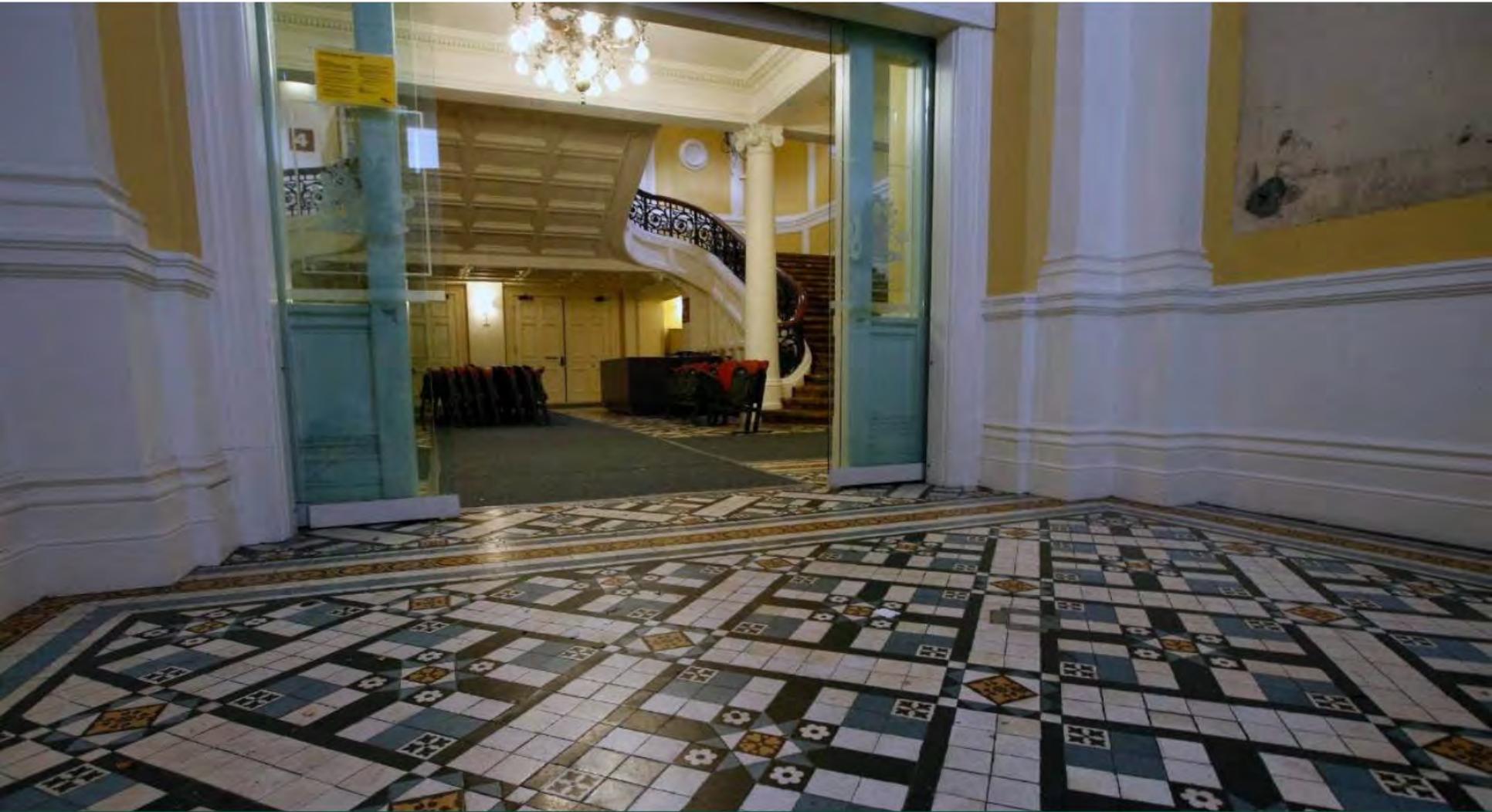




# Services complexities to design around



# Thank you



## Amendment and Restatement Agreement

relating to

Collaboration and Redevelopment Agreement

Wellington City Council

WCC

and

Victoria University of Wellington

VUW

and

New Zealand Symphony Orchestra

NZSO

Date 31 July 2018

**BELL GULLY**

WELLINGTON 171 FEATHERSTON STREET  
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This Amendment and Restatement Agreement is made on 31 July 2018

- between (1) Wellington City Council (WCC)  
and (2) Victoria University of Wellington (VUW)  
and (3) New Zealand Symphony Orchestra (NZSO)

## Introduction

- A. WCC, VUW, and NZSO have entered into the Collaboration and Redevelopment Agreement.
- B. The Collaboration and Redevelopment Agreement is conditional on the parties agreeing to the form and content of the Schedules and Appendices to be attached to, and certain definitions within, the Collaboration and Redevelopment Agreement by the Conditional Date.
- C. The Conditional Date was extended by the First Variation Agreement to 17 July 2018, extended by the Second Variation Agreement to 24 July 2018, and extended again by the Email Variation to 31 July 2018.
- D. The parties have reached agreement on all definitions, Schedules, Appendices, and other amendments in the Collaboration and Redevelopment Agreement.
- E. The parties have agreed to amend and restate the Collaboration and Redevelopment Agreement in the form set out in Schedule 1 to this agreement.

## It is agreed

### 1. Interpretation

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#### 1.1 Definitions and interpretation

- (a) In this agreement, unless inconsistent with the context:
  - (i) **Collaboration and Redevelopment Agreement** means the collaboration and redevelopment agreement dated 21 March 2018 between WCC, VUW, and NZSO, as varied by the First Variation Agreement and Second Variation Agreement, and as amended and restated by this agreement;
  - (ii) **Confirmation and Restatement Date** means 31 July 2018;
  - (iii) **Email Variation** means the variation by way of email exchange between the parties on 24 July 2018 which extended the Conditional Date to 31 July 2018;
  - (iv) **First Variation Agreement** means the variation agreement between the parties dated 21 May 2018 which, amongst other things, initially extended the Conditional Date;
  - (v) **Second Variation Agreement** means variation agreement between the parties dated 17 July 2018 which, amongst other things, extended the Conditional Date to 24 July 2018; and

- (vi) defined terms have the same meaning as in the Collaboration and Redevelopment Agreement.
- (b) The agreed rules of interpretation in clause 28 of the Collaboration and Redevelopment Agreement apply to the interpretation of this agreement.

## 2. **Amendment and Restatement of Collaboration and Redevelopment Agreement**

### 2.1 With effect from the Confirmation and Restatement Date:

- (a) the Collaboration and Redevelopment Agreement is amended and restated in the form set out in Schedule 1 to this agreement;
- (b) clause 1.7(b) of the Collaboration and Redevelopment Agreement is confirmed as satisfied by all parties; and
- (c) references in the Collaboration and Redevelopment Agreement to "Agreement" shall be references to the Collaboration and Redevelopment Agreement as amended and restated by this agreement.

## 3. **Confirmation of other terms**

---

### 3.1 Other than as amended and restated by this agreement, the Collaboration and Redevelopment Agreement remains in full force and effect.

### 3.2 The amendments to the Collaboration and Redevelopment Agreement in this agreement do not affect the validity or enforceability of the Collaboration and Redevelopment Agreement. Except as provided for in clause 2.1(b), nothing in this agreement:

- (a) prejudices or adversely affects any right, power, authority, discretion or remedy arising under the Collaboration and Redevelopment Agreement; or
- (b) discharges, releases or otherwise affects any liability or obligation arising under the Collaboration and Redevelopment Agreement,

in each case, before the date of this agreement.

## 4. **Costs**

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Each party shall pay their own legal costs and disbursements for the negotiation, preparation and execution of this agreement.

## 5. **Counterparts**

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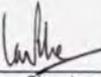
This agreement may be executed in any number of counterparts, all of which together constitutes one and the same instrument, and either of the parties to this agreement may execute this agreement by signing any such counterpart.

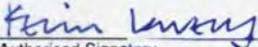
The parties acknowledge that this agreement may be executed on the basis of an exchange of facsimile or electronic scanned copies and confirm that their respective execution of this agreement by such means is a valid and sufficient execution.

**Execution**

Executed as an agreement.

Wellington City Council by

  
Witness Signature  
IAN PIKE  
Print Name  
MANAGER  
Occupation  
WELLINGTON  
Address

  
Authorised Signatory  
KEVIN LAVELY  
Print Name

Victoria University of Wellington  
by

\_\_\_\_\_  
Authorised Signatory

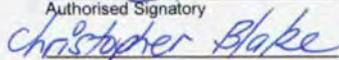
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Print Name

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Witness Signature  
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Print Name  
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Occupation  
\_\_\_\_\_  
Address

New Zealand Symphony  
Orchestra by



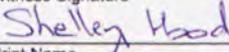
Authorised Signatory



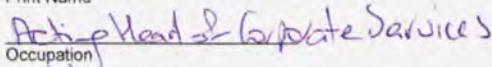
Print Name



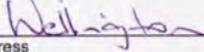
Witness Signature



Print Name



Occupation



Address

**Execution**

Executed as an agreement.

**Wellington City Council** by

\_\_\_\_\_  
Authorised Signatory

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**Victoria University of Wellington**  
by

  
\_\_\_\_\_  
Authorised Signatory

Grant Guilford  
Print Name

Wale  
\_\_\_\_\_  
Witness Signature

Nikki Fisher  
\_\_\_\_\_  
Print Name

Solicitor  
\_\_\_\_\_  
Occupation

15 Hurman St, Wellington  
\_\_\_\_\_  
Address

**Schedule 1: Amended and Restated Collaboration and  
Redevelopment Agreement**

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## **Collaboration and Redevelopment Agreement**

relating to  
Wellington Town Hall

**Wellington City Council**  
WCC

and

**Victoria University of Wellington**  
VUW/NZSM

and

**New Zealand Symphony Orchestra**  
NZSO

Date

**BELL GULLY**

AUCKLAND VERO CENTRE, 48 SHORTLAND STREET  
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This Agreement is made on

2018

- between (1) **Wellington City Council (WCC)**  
and (2) **Victoria University of Wellington (VUW/NZSM)**  
and (3) **New Zealand Symphony Orchestra (NZSO)**

## Introduction

- A. WCC is the registered proprietor of the Wellington Town Hall, which is located in central Wellington and is considered to have world class potential as a significant centre for music, education, culture and the arts, including having a public auditorium with exceptional acoustic qualities.
- B. WCC wishes to redevelop the Wellington Town Hall (including by carrying out extensive seismic strengthening work and other base building works) to be a multi-purpose centre for music, education, culture and the arts, to accommodate WCC's own required uses and to create premises which are suitable for the purposes of both VUW and NZSO.
- C. VUW wishes to establish a music school for the Te Kōhī New Zealand School of Music in premises within the redeveloped Wellington Town Hall.
- D. NZSO wishes to establish its home in the redeveloped Wellington Town Hall and create a centre for rehearsal, performance, recording, community engagement and other ancillary uses focussed around the auditorium.
- E. The Tenants will lease the relevant Premises from WCC from the Commencement Date.
- F. The Tenants also wish WCC to make available for development and / or lease certain additional areas described in this Agreement.

## It is agreed

### 1. Cooperation, collaboration, capacity and agreement

---

#### 1.1 Relationship principles

- (a) In their engagement with each other in relation to this Agreement, the parties acknowledge and agree that they must abide by the following relationship principles:
- (i) it is the parties' shared intention to achieve the maximisation of the parties' respective benefits under this Agreement,
  - (ii) the parties will be open, prompt, consistent, and fair in:
    - (A) all dealings and communications between each other and between all or any of the WCC Agents and the Tenant Agents; and
    - (B) the notification and resolution between the parties of any differences or disputes which may arise or be apprehended;
  - (iii) the parties will have an early warning system in respect of any issue or concern that is developing, including the timely supply of information as and

when it is due, and raise any issue or concern at the earliest possible opportunity;

- (iv) the parties will be non-adversarial in their dealings with each other and will take constructive mutual steps to avoid differences and to identify solutions;
  - (v) unless expressly provided otherwise and without limiting clause 25.7, where any party's consent, confirmation, or approval is required pursuant to any clause of this Agreement, such consent, confirmation, or approval must not be unreasonably withheld or delayed; and
  - (vi) the parties will act in a manner that promotes the expeditious and efficient resolution of any court proceedings and dispute resolution processes (including appeals, and applications for review of any decision or determination) relating to matters arising from, or in respect of, this Agreement.
- (b) The parties agree to abide by the relationship principles in their day-to-day interaction and in performing their obligations under this Agreement as from the Execution Date.
- (c) To enhance the relationship between them, the parties will also take active steps (including holding regular meetings) to increase the levels of cooperation and transparency between them.

## 1.2 Further assurances and WCC capacity

- (a) Subject to clause 1.2(b), each party must carry out and fulfil all obligations imposed on that party by this Agreement and must do all acts and things, including the execution of all relevant documents, as may be required to implement and carry out its obligations under, and contemplated by, this Agreement.
- (b) Each Tenant acknowledges and agrees that WCC has a range of statutory and regulatory powers and functions which it may exercise or must fulfil and nothing in this Agreement will be construed as:
- (i) limiting WCC, or fettering the discretion of WCC, in the exercise of its statutory and regulatory powers and functions; or
  - (ii) requiring WCC to exercise its statutory and regulatory powers and functions in a particular way.

## 1.3 Composition of agreement

- (a) The parties acknowledge and agree that the following documents comprise this Agreement:
- (i) this Agreement;
  - (ii) the following Schedules:
    - (A) Schedule 1 – WCC Consultants;
    - (B) Schedule 2 – VUW Consultants;
    - (C) Schedule 3 – NZSO Consultants;
    - (D) Schedule 4 – Construction Contract Principles;

- (E) Schedule 5 – Separate Accommodation;
  - (F) Schedule 6 - Music Hub Uplift Schedule;
  - (G) Schedule 7 – Tenant Fitout Credit Schedule; and
  - (H) Schedule 8 – Lease Particulars Schedule;
- (iii) the following Appendices:
- (A) Appendix 1 – WCC Works Design Package;
  - (B) Appendix 1A – WCC Works Detailed Design (Approved);
  - (C) Appendix 2 – VUW Fitout Works Specification;
  - (D) Appendix 3 – NZSO Fitout Works Specification;
  - (E) Appendix 4 – Standard of Care Covenant;
  - (F) Appendix 5 – Premises Plans;
  - (G) Appendix 6 – Programme;
  - (H) Appendix 7 – Lease; and
  - (I) Appendix 8 – Deed of Impartiality; and
- (iv) such other documents as this Agreement expressly provides as being part of this Agreement.

#### 1.4 Termination by one Tenant

Notwithstanding anything else express or implied in this Agreement, but subject always to 5.8(e), where one Tenant (**terminating Tenant**) validly terminates this Agreement in accordance with its terms, then the other Tenant shall have the option to also terminate this Agreement or to continue with this Agreement without the terminating Tenant's further involvement. The other Tenant shall notify WCC of its decision as to whether or not it wishes to terminate this Agreement within 20 Business Days of the date on which the terminating Tenant validly terminates this Agreement. Where:

- (a) the other Tenant decides to terminate this Agreement and gives WCC a notice accordingly, then the entire Agreement shall come to an end upon WCC receiving that notice; or
- (b) the other Tenant decides to continue with the Agreement and gives WCC a notice accordingly, then the other Tenant and WCC shall negotiate in good faith any varied terms on which the Tenant and WCC wish to continue to work together,

and in the event that the Tenant fails to give a notice of its decision under this clause 1.4, or if clause 1.4(b) applies, then this Agreement shall continue, and, if agreement on any varied terms is not reached within 90 Business Days of the date of receipt by WCC of the notice under clause 1.4(b), then, to avoid doubt, the Agreement shall continue to apply as between WCC and the other Tenant (at no additional cost to the other Tenant) and, to the extent that any necessary variations have not been agreed within the 90 Business Day period referred to above, either party may claim an Objection which will be dealt with in accordance with clause 20.

### 1.5 Termination by WCC in respect of one Tenant

Notwithstanding anything else express or implied in this Agreement, but subject always to clause 5.8(e) and 5.9, where WCC validly terminates this Agreement against one Tenant (**terminated Tenant**) in accordance with its terms, then WCC shall contemporaneously provide notice of the termination to the other Tenant. The other Tenant shall have the option to also terminate this Agreement or to continue with this Agreement without the terminated Tenant's further involvement. The other Tenant shall notify WCC of its decision as to whether or not wishes to terminate this Agreement within 20 Business Days of receiving the notice from WCC under this clause 1.5. Where:

- (a) the other Tenant decides to terminate this Agreement and gives WCC a notice accordingly, then the entire Agreement shall come to an end upon WCC receiving that notice; or
- (b) the other Tenant decides to continue with the Agreement and gives WCC a notice accordingly, then the other Tenant and WCC shall negotiate in good faith any varied terms on which the Tenant and WCC wish to continue to work together,

and in the event that the Tenant fails to give a notice of its decision under this clause 1.5, or if clause 1.5(b) applies, then this Agreement shall continue, and if agreement on any varied terms is not reached within 90 Business Days of the date of receipt by WCC of the notice under clause 1.5(b), then to avoid doubt, the Agreement shall continue to apply as between WCC and the other Tenant (at no additional cost to the other Tenant) and, to the extent that any necessary variations have not been agreed within the 90 Business Day period referred to above, either party may claim an Objection which will be dealt with in accordance with clause 20.

### 1.6 Integration of Tenant Fitout Works and WCC Works

As at the Effective Date, the parties have agreed in principle that the Tenant Fitout Works for each Tenant and the WCC Works will be carried out on an integrated basis by the Contractor pursuant to the Construction Contract. However:

- (a) a Tenant may determine at its option to have its Tenant Fitout Works carried out instead by a Separate Contractor by giving a notice to WCC to that effect no later than 10 Business Days prior to the date on which the Tenant is required to submit its Tenant RFT Documents to the Procurement Panel (refer clause 5.5), in which case those provisions in clause 5 relating to its Tenant RFT Documents will cease to apply; or
- (b) a Tenant may have its Tenant Fitout Works carried out by a Separate Contractor where it requires under clause 6.3(e).

### 1.7 Conditional Agreement

- (a) The parties acknowledge and agree that as at the Execution Date, WCC and each Tenant have made considerable progress towards agreeing and documenting certain provisions in this Agreement and the Schedules and Appendices to be attached to this Agreement. However, as at the Execution Date:
  - (i) all of the Schedules and Appendices are yet to be finally agreed and the Schedules and Appendices have not been populated in or attached to this Agreement; and
  - (ii) the following provisions have not been agreed: clauses 14.2(b), 15.2(b), 16.3(b), clause 27 "Engineer", "NZSO Credit Sum", "NZSO Uplift Works Costs", "VUW Credit Sum" and "VUW Uplift Works Costs".

- (b) As a result, this Agreement is conditional on the parties agreeing the final form and terms of each of the provisions listed in clause 1.7(a) and all of the Schedules and Appendices by no later than 31 July 2018 (**Conditional Date**).
- (c) Where each party has confirmed in writing that it approves the final form and terms of a provision, Schedule or Appendix, the agreed form of that provision, Schedule or Appendix will be deemed to be incorporated into the Agreement as from the date that the condition in clause 1.7(b) has been satisfied (**Effective Date**).
- (d) In the event that the condition in clause 1.7(b) has not been satisfied by the Conditional Date, then, subject to clause 1.7(e), this Agreement will automatically be rescinded ab initio on the Conditional Date.
- (e) In the event that this Agreement is rescinded pursuant to clause 1.7(d), no party is entitled to, and each party must not, make a Claim against any other party in any way in relation to, arising out of or in connection with this Agreement.

## 2. Design

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### 2.1 Tenant design responsibility and liability

Each Tenant acknowledges and agrees that as between the parties:

- (a) it is solely responsible for procuring the relevant Tenant Consultants to produce, progress and specify the Tenant Fitout Works Design in accordance with the requirements of this Agreement and so that its Tenant Fitout Works are, to the extent necessary, compatible, and capable of being integrated, with the WCC Works;
- (b) it is solely responsible and liable for, and it releases WCC and the other Tenant from, any Loss or Claim which it suffers or incurs, in relation to, arising out of or in connection with all or any of the integrity, quality and suitability of its Tenant Fitout Works Design; and
- (c) in respect of its Tenant Fitout Works Design, it is not released from:
  - (i) the performance of any of its obligations under this Agreement; or
  - (ii) any liability for any Loss or Claim suffered or incurred by WCC or the other Tenant in relation to, arising out of or in connection with this Agreement or any of its actions or omissions,

as a consequence of WCC, the WCC Consultants or both receiving, reviewing, approving or commenting on the Tenant Fitout Works Design.

### 2.2 WCC design responsibility and liability

WCC acknowledges and agrees that as between the parties:

- (a) it is solely responsible for procuring the WCC Consultants to produce, progress and specify the WCC Works Design in accordance with the requirements of this Agreement;
- (b) it is solely responsible and liable for, and it releases each Tenant from, any Loss or Claim suffered or incurred by WCC, in relation to, arising out of or in connection with all or any of the integrity, quality and suitability of the WCC Works Design; and
- (c) in respect of the WCC Works Design Package, it is not released from:

- (i) the performance of any of its obligations under this Agreement; or
- (ii) any liability for any Loss or Claim suffered or incurred by a Tenant in relation to, arising out of or in connection with this Agreement or any of its actions or omissions,

as a consequence of all or any of a Tenant or any Tenant Consultants receiving, reviewing, approving or commenting on, the WCC Works Design.

### 2.3 WCC Consultants

- (a) WCC warrants to each Tenant that on or before the Effective Date it engaged the relevant WCC Consultants specified in Schedule 1.
- (b) WCC must obtain the approval of both Tenants to the termination of any WCC Consultant or to the engagement of a new consultant to perform any services in connection with the design of the WCC Works by giving each Tenant a notice specifying the WCC Consultant to be terminated or the new consultant to be engaged and providing reasonable details in relation to the proposed termination or engagement.
- (c) Within 10 Business Days after receipt of a notice under clause 2.3(b), each Tenant must notify WCC as to whether the Tenant approves or does not approve the termination of the WCC Consultant or the engagement of the new consultant.
- (d) A Tenant is only entitled to not approve the termination of the WCC Consultant or the engagement of the new consultant if the Tenant reasonably considers that the termination of the WCC Consultant or the engagement of the new consultant will in the opinion of a Tenant, acting reasonably, give rise to a Tenant Detriment affecting that Tenant.
- (e) If
  - (i) each Tenant approves the termination of the WCC Consultant or the engagement of the new consultant then WCC may terminate the WCC Consultant or engage the new consultant;
  - (ii) a Tenant does not approve the termination of the WCC Consultant or the engagement of the new consultant, then that Tenant has an Objection which will be dealt with in accordance with clause 20; or
  - (iii) a Tenant does not give a notice under clause 2.3(c), then the termination of the WCC Consultant or the engagement of the new consultant will be deemed to have been approved by that Tenant for the purposes of clause 2.3(e)(i).

### 2.4 Tenant Consultants

- (a) Each Tenant warrants to WCC that on or before the Effective Date it has either engaged the relevant Tenant Consultants specified in Schedule 2 or Schedule 3 (as the case may be) or, if it has not engaged such relevant Tenant Consultants before the Effective Date, it will use reasonable endeavours to engage the relevant Tenant Consultants as soon as reasonably possible after the Effective Date.
- (b) A Tenant must obtain the approval of WCC to the termination of any Tenant Consultant or to the engagement of a new consultant to perform any services in connection with the design of the Tenant Fitout Works by giving WCC a notice specifying the Tenant Consultant to be terminated or the new consultant to be

engaged and providing reasonable details in relation to the proposed termination or engagement.

- (c) Within 10 Business Days after receipt of a notice under clause 2.4(b), WCC must notify the Tenant as to whether it approves or does not approve the termination of the Tenant Consultant or the engagement of the new consultant.
- (d) WCC is only entitled to not approve the termination of the Tenant Consultant or the engagement of the new consultant if WCC reasonably considers that the termination of the Tenant Consultant or the engagement of the new consultant will in the opinion of WCC, acting reasonably and having consulted with the other Tenant, could reasonably be expected to give rise to a WCC Detriment.
- (e) If:
  - (i) WCC approves the termination of the Tenant Consultant or the engagement of the new consultant then the Tenant may terminate the Tenant Consultant or engage the new consultant;
  - (ii) WCC does not approve the termination of the Tenant Consultant or the engagement of the new consultant, then WCC or the other Tenant has an Objection which will be dealt with in accordance with clause 20; or
  - (iii) WCC does not give a notice under clause 2.4(c), then the termination of the Tenant Consultant or the engagement of the new consultant will be deemed to have been approved by WCC for the purposes of clause 2.4(e)(i).

## 2.5 Standard of Care Covenant

- (a) Each Tenant must provide WCC with a Standard of Care Covenant from each relevant Tenant Consultant by no later than:
  - (i) where the Tenant Consultant is listed in Schedule 2 or Schedule 3 and engaged as at the Effective Date, 20 Business Days after the Effective Date; or
  - (ii) where the Tenant Consultant is not listed in Schedule 2 or Schedule 3 or was not yet engaged as at the Effective Date, 20 Business Days after the date on which that Tenant Consultant is engaged.
- (b) WCC must provide each Tenant with a Standard of Care Covenant from each WCC Consultant by no later than:
  - (i) where the WCC Consultant is listed in Schedule 1, 20 Business Days after the Conditional Date; or
  - (ii) where the WCC Consultant is not listed in Schedule 1, 20 Business Days after the date on which that WCC Consultant is engaged.
- (c) In the event that a party fails to provide a Standard of Care Covenant required under clause 2.5(a) or clause 2.5(b) (prior to the expiry of the period specified in clause 2.5(a) or clause 2.5(b)) the party who was required to provide the Standard of Care Covenant is not released from the obligation to provide the Standard of Care Covenant under clause 2.5(a) or clause 2.5(b) and must use its best endeavours to obtain and provide the Standard of Care Covenant to the relevant party as soon as possible after the expiry of that period.

- (d) WCC will procure that the Engineer agrees, under the terms of the Engineer's appointment, that the Engineer:
  - (i) is appointed with the Tenant's approval (acting reasonably);
  - (ii) enters into the Standard of Care Covenant as if it was a WCC Consultant in accordance with clause 2.5(b);
  - (iii) enters into the Deed of Impartiality in relation to its appointment and obligations under the Construction Contract in favour of WCC and the Tenants; and
  - (iv) is not to be substituted without each Tenant's approval (acting reasonably, and, in any event, only by a person or persons with appropriate expertise and professional qualifications as a replacement Engineer).

## 2.6 Informed design development and assistance

- (a) Each party must keep the other and all relevant WCC Consultants and Tenant Consultants (as the case may be) reasonably informed of the evolution of the design of the Tenant Fitout Works or the WCC Works Design (as the case may be).
- (b) Without limiting clause 2.6(a), each party must:
  - (i) involve the other parties in the development of the design for the Tenant Fitout Works by providing the others' Representative with adequate notice of, and inviting the WCC Representative to, any formal design meetings relating to the development or finalisation of all or any element of the Tenant Fitout Works Design or WCC Works Design (as the case may be);
  - (ii) keep the others reasonably informed on a progressive basis (including by making draft Documents available to the others as they become available) as to the development and finalisation of the Tenant Fitout Works Design or WCC Works Design (as the case may be); and
  - (iii) take into account any reasonable feedback or concerns notified by the other parties during the development and finalisation of the Tenant Fitout Works Design or WCC Works Design (as the case may be).

## 2.7 Co-ordination of design process

The parties acknowledge and agree that they must work together, and their respective consultants must work together, to integrate and co-ordinate design elements of the WCC Works and each of the Tenant Fitout Works in a collaborative manner in order to:

- (a) ensure the efficient interaction between the parties in relation to all design processes contemplated by this Agreement;
- (b) ensure adherence to the Programme; and
- (c) allow for the procurement and tendering processes contemplated by this Agreement.

## 2.8 Early warning

Without limiting clause 2.6, each party will adhere to and operate an "early warning system" for any issue or concern that is developing in respect of the design of any element of the WCC Works or the Tenant Fitout Works by raising any issue or concern at the earliest

possible opportunity with all other parties, either at the next Project Control Group meeting or directly with the other parties if it is more expedient to do so.

## 2.9 Tenant Consultant insurance and limits of liability

Each Tenant must ensure that the terms of engagement for each relevant Tenant Consultant:

- (a) require the Tenant Consultant to obtain and maintain professional indemnity insurance at all times while providing the relevant services and for a minimum period of six years after the date of completion of the services for:
  - (i) where the Tenant Consultant is listed in Schedule 2 or Schedule 3 (as the case may be), the relevant amounts (per claim and in the aggregate) as stipulated in Schedule 2 or Schedule 3 (as the case may be); or
  - (ii) where the Tenant Consultant is not listed in Schedule 2 or Schedule 3 (as the case may be), such other amounts (per claim as is approved by WCC having regard to the nature and extent of the services being provided by the Tenant Consultant;
- (b) require the Tenant Consultant to obtain and maintain public liability insurance at all times while providing the services, accessing the Site or both for:
  - (i) where the Tenant Consultant is listed in Schedule 2 or Schedule 3 (as the case may be), the relevant amounts (per claim stipulated in Schedule 2 or Schedule 3 (as the case may be); or
  - (ii) where the Tenant Consultant is not listed in Schedule 2 or Schedule 3 (as the case may be), such other amounts (per claim and in the aggregate) as is approved by WCC having regard to the nature and extent of the services being provided by the Tenant Consultant; and
- (c) do not provide for any limit on the Tenant Consultant's liability which is:
  - (i) where the Tenant Consultant is listed in Schedule 2 or Schedule 3 (as the case may be), less than the relevant amount stipulated in Schedule 2 or Schedule 3 (as the case may be); or
  - (ii) where the Tenant Consultant is not listed in Schedule 2 or Schedule 3 (as the case may be), less than such other amount as is approved by WCC having regard to the nature and extent of the services being provided by the Tenant Consultant.

## 2.10 WCC Consultant insurance and limits of liability

WCC must ensure that the terms of engagement for each relevant WCC Consultant:

- (a) require the WCC Consultant to obtain and maintain professional indemnity insurance at all times while providing the relevant services and for a minimum period of six years after the date of completion of the services for:
  - (i) where the WCC Consultant is listed in Schedule 1, the relevant amounts (per claim and in the aggregate) as stipulated in Schedule 1; or
  - (ii) where the WCC Consultant is not listed in Schedule 1, such other amounts (per claim as is approved by each Tenant having regard to the nature and extent of the services being provided by the WCC Consultant);

- (b) require the WCC Consultant to obtain and maintain public liability insurance at all times while providing the services, accessing the Site or both for:
  - (i) where the WCC Consultant is listed in Schedule 1, the relevant amounts per claim stipulated in Schedule 1; or
  - (ii) where the WCC Consultant is not listed in Schedule 1, such other amounts (per claim and in the aggregate) as is approved by each Tenant having regard to the nature and extent of the services being provided by the WCC Consultant; and
- (c) do not provide for any limit on the WCC Consultant's liability which is:
  - (i) where the WCC Consultant is listed in Schedule 1, less than the relevant amount stipulated in Schedule 1; or
  - (ii) where the WCC Consultant is not listed in Schedule 1, less than such other amount as is approved by each Tenant having regard to the nature and extent of the services being provided by the WCC Consultant.

## 2.11 Intellectual Property Rights

- (a) The parties acknowledge and agree that as between the parties:
  - (i) WCC owns all right, title and interest, including all Intellectual Property Rights in and in relation to the WCC Works Design; and
  - (ii) each Tenant owns all right, title and interest, including all Intellectual Property Rights, in and in relation to its Tenant Fitout Works Specification and its Tenant Fitout Works Design.
- (b) WCC grants each Tenant an irrevocable, royalty free licence, with the right to sublicense to any person, to use the Intellectual Property Rights in and in relation to the WCC Works Design for the purposes of and incidental to the performance of its obligations under this Agreement or any Lease.
- (c) WCC warrants to each Tenant that the use of the WCC Works Design for the purposes set out in clause 2.11(b) will not infringe any rights, including any Intellectual Property Rights, of any person.
- (d) Each Tenant grants to each of WCC and the other Tenant an irrevocable, royalty free licence, with the right to sublicense to any person, to use the Intellectual Property Rights in and in relation to each Tenant Fitout Works Design for the purposes of and incidental to the performance of their respective obligations under this Agreement or any Lease.
- (e) Each Tenant warrants to WCC that the use of its Tenant Fitout Specification, Tenant Fitout Works Design or both for the purpose set out in clause 2.11(d) will not infringe any rights, including any Intellectual Property Rights, of any person.
- (f) Each party must ensure that the terms of engagement for any WCC Consultant or Tenant Consultant (as the case may be) reflect and are consistent with the provisions of clauses 2.11(a) to 2.11(e) (as applicable).

### 3. Design of the WCC Works

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#### 3.1 WCC Works Design Package

The parties acknowledge and agree that:

- (a) prior to the Effective Date, and subject to clause 2.2, each Tenant reviewed and approved the WCC Works Design Package in its entirety; and
- (b) the Seismic Report will always prevail over all other Documents comprising the WCC Works Design Package to the extent of any inconsistency with those other Documents, but in the event of any inconsistency between the Documents (other than the Seismic Report) comprising the WCC Works Design Package:
  - (i) the most recently produced Document approved by the relevant parties will prevail; or
  - (ii) if it is not possible to identify the date a Document was approved by the relevant parties, the parties will seek to agree an appropriate change to remedy the inconsistency and if a change cannot be agreed within a reasonable period of time a party may claim an Objection which will be dealt with in accordance with clause 20.

#### 3.2 WCC Works Detailed Design

- (a) The WCC Consultants must prepare the WCC Works Detailed Design in accordance with clause 3.3 and so as to avoid, to the extent practicable, the WCC Works Detailed Design containing an Exception that gives rise to a Tenant Detriment.
- (b) WCC must submit the WCC Works Detailed Design to each Tenant by the relevant Milestone Date.
- (c) Each Tenant must notify WCC as to whether the Tenant approves or does not approve the WCC Works Detailed Design within a period of 20 Business Days from receipt by the Tenant of the WCC Works Detailed Design.
- (d) A Tenant is only entitled to not approve the WCC Works Detailed Design if the WCC Works Detailed Design:
  - (i) does not comply with clause 3.3; or
  - (ii) contains an Exception that could reasonably be expected to give rise to a Tenant Detriment.
- (e) If:
  - (i) each Tenant approves the WCC Works Detailed Design, then that WCC Works Detailed Design becomes the WCC Works Detailed Design (Approved);
  - (ii) a Tenant does not approve the WCC Works Detailed Design, then that Tenant has an Objection which will be dealt with in accordance with clause 20; or
  - (iii) a Tenant does not give a notice under clause 3.2(c), then the WCC Works Detailed Design will be deemed to have been approved by that Tenant for the purposes of clause 3.2(e)(i).

### 3.3 Design requirements for the WCC Works Detailed Design

The WCC Works Detailed Design must:

- (a) not contravene or render obsolete the Design Intent;
- (b) subject to clause 3.3(c), be consistent with the WCC Works Design Package;
- (c) if it contains Exceptions, identify the nature of any Exceptions by means of either marking up the Exceptions or providing a written description of the Exceptions (which mark up or written description will, if the WCC Works Detailed Design is approved by the Tenants, form part of the WCC Works Detailed Design (Approved));
- (d) comply with all Project Approvals and all relevant Laws;
- (e) accurately identify and describe how the WCC Works Design Package has been further developed by the WCC Works Detailed Design; and
- (f) not give rise to a Tenant Detriment.

## 4. Design of the Tenant Fitout Works

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### 4.1 Tenant Fitout Works Specifications

The parties acknowledge and agree that:

- (a) prior to the Effective Date and subject to clause 2.1,;
  - (i) WCC and VUW reviewed and approved the NZSO Fitout Works Specification; and
  - (ii) WCC and NZSO reviewed and approved the VUW Fitout Works Specification; and
- (b) in the event of any inconsistency between the Documents comprising a Tenant Fitout Works Specification:
  - (i) the most recently produced Document approved by the relevant parties will prevail; or
  - (ii) if it is not possible to identify the date a Document was approved by the relevant parties, the parties will seek to agree an appropriate change to remedy the inconsistency and if a change cannot be agreed within a reasonable period of time a party may claim an Objection which will be dealt with in accordance with clause 20.

### 4.2 Tenant Fitout Works Design

- (a) The Tenant Consultants must prepare each Tenant Fitout Works Design in accordance with clause 4.3 and so as to avoid, to the extent practicable, each Tenant Fitout Works Design containing an Exception that gives rise to a WCC Detriment.
- (b) Each Tenant must submit its:
  - (i) Tenant Fitout Works Preliminary Design to WCC;

- (ii) Tenant Fitout Works Developed Design to WCC; and
  - (iii) Tenant Fitout Works Detailed Design to WCC,
- by the relevant Milestone Date.
- (c) WCC must notify the Tenant as to whether WCC approves or does not approve the Tenant Fitout Works Design in accordance with the Programme.
  - (d) WCC is only entitled to not approve a Tenant Fitout Works Design submitted to it under clause 4.2(b) if the Tenant Fitout Works Design:
    - (i) does not comply with clause 4.3; or
    - (ii) contains an Exception that could reasonably be expected to give rise to a WCC Detriment.
  - (e) If WCC:
    - (i) approves the Tenant Fitout Works Design, then that Tenant Fitout Works Design becomes the Tenant Fitout Works Design (Approved);
    - (ii) does not approve the Tenant Fitout Works Design, then WCC has an Objection which will be dealt with in accordance with in accordance with clause 20; or
    - (iii) does not give a notice under clause 4.2(c), then the Tenant Fitout Works Design will be deemed to have been approved by WCC for the purposes of clause 4.2(e)(i).

#### 4.3 Design requirements for the Tenant Fitout Works

Each Tenant Fitout Works Design must:

- (a) not contravene or render obsolete the Design Intent;
- (b) subject to clause 4.3(c), be consistent with the relevant Tenant Fitout Works Design (Approved) and the WCC Works Detailed Design (Approved);
- (c) if it contains Exceptions, identify the nature of any Exceptions by means of either marking up the Exceptions or providing a written description of the Exceptions;
- (d) comply with all Project Approvals and all relevant Laws;
- (e) accurately identify and describe how the relevant Tenant Fitout Works Design (Approved) has been further developed by the Tenant Fitout Works Design; and
- (f) not give rise to a WCC Detriment.

## 5. Procurement

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### 5.1 Procurement Process

- (a) The parties agree that the procurement process will be carried out in accordance with this clause 5 and, to the extent not inconsistent, with WCC's procurement policy

(which WCC will provide to each Tenant prior to commencing the procurement process).

- (b) WCC must provide a senior procurement representative to administer, monitor and manage the procurement process on behalf of the parties and WCC will ensure that person will perform all of obligations of, and exercise all rights of, the "Procurement Representative" under this clause 5.1 on behalf of WCC (the **Procurement Representative**).
- (c) The parties agree that the procurement process to deliver the Construction Contract will comprise of the following steps:
  - (i) Registration of interest to develop a shortlist of pre-qualified Tenderers;
  - (ii) Request for Tender to be released only to those shortlisted Tenderers;
  - (iii) negotiation with a preferred Tenderer identified at the conclusion of the RFT; and
  - (iv) WCC entering into the Construction Contract,

subject in each case to the relevant provisions of this clause 5.

## 5.2 Procurement Panel

- (a) The parties must establish the Procurement Panel in accordance with this Agreement and the Programme. The parties agree that in appointing representatives to the Procurement Panel each must ensure that such representatives have:
  - (i) sufficient delegated authority to appropriately represent the interests of that party;
  - (ii) sufficient delegated authority to make project level decisions that bind that party to that decision made by the Procurement Panel (provided such decision is within the power of the Procurement Panel to decide pursuant to this Agreement); and
  - (iii) the authority to escalate matters for decision above their delegated level of authority in respect of that party.
- (b) The parties acknowledge and agree that:
  - (i) all actions and decisions taken or made by the Procurement Panel are to be taken or made based on a consensus of all the members of the Procurement Panel;
  - (ii) in the event of a dispute between members of the Procurement Panel, such dispute is, unless expressly indicated otherwise in this clause 5, to be resolved by a majority vote of the members of the Procurement Panel; and
  - (iii) each member of the Procurement Panel has equal voting rights and each vote is of equal weight, provided that the evaluation of Tenders by the Procurement Panel will be determined by reference to the weighted scoring criteria in the RFT and not by way of majority voting.

### 5.3 Preparation and conduct of the ROI

- (a) The Procurement Representative must:
  - (i) undertake the ROI in accordance with the Programme;
  - (ii) consult with the Procurement Panel in respect of the content of any Documents forming part of the ROI and properly take into account and consider any inputs provided by the Procurement Panel in respect of the ROI (having regard to the extent and nature of their interests under this Agreement and in respect of the Contract Works); and
  - (iii) keep the Procurement Panel reasonably informed as to its progress with the preparation of the ROI and provide the Procurement Panel with a copy of the final ROI.
- (b) The Procurement Representative must disclose all outcomes of the ROI to the Procurement Panel in accordance with the Programme, including the identity of the Tenderers and all accompanying information held by WCC in respect of each Tenderer.
- (c) The result of the ROI process will be a shortlist of pre-qualified Tenderers to receive the RFT that is approved by the Procurement Panel.

### 5.4 Preparation and approval of the WCC RFT Documents

- (a) The Procurement Representative must submit the WCC RFT Documents to the Procurement Panel for its approval by the relevant Milestone Date.
- (b) The Procurement Panel must notify the Procurement Representative whether it approves or does not approve the WCC RFT Documents by the relevant Milestone Date. The Procurement Panel must notify the Procurement Representative that the WCC RFT Documents are not approved if any one or more Tenant's Representative on the Procurement Panel does not approve the WCC RFT Documents.
- (c) A Tenant's Representative on the Procurement Panel is only entitled to not approve the WCC RFT Documents if the Tenant's Representative reasonably considers that the form of construction contract for the Contract Works included in the WCC RFT Documents is inconsistent with the Construction Contract Principles or that the WCC RFT Documents give rise to a Tenant Detriment.
- (d) If:
  - (i) the Procurement Panel approves the WCC RFT Documents, then the WCC RFT Documents become the WCC RFT Documents (Approved); or
  - (ii) the Procurement Panel does not approve the WCC RFT Documents, then:
    - (A) the relevant Tenant has an Objection which will be dealt with in accordance with clause 20; and
    - (B) the Procurement Representative may nonetheless include the WCC RFT Documents in the RFT provided that the Procurement Representative must, upon the Objection referred to in clause 5.4(d)(ii)(A) being determined pursuant to clause 20, issue a notice to the Tenderers amending the RFT, or providing additional information in respect of the RFT, to the extent required as a result of the determination of the Objection; or

- (iii) Procurement Panel does not give a notice under clause 5.4(b), then the WCC RFT Documents will be deemed to have not been approved by the Procurement Panel for the purposes of clause 5.4(d)(ii).

## 5.5 Preparation and approval of the Tenant RFT Documents

- (a) Each Tenant must submit its Tenant RFT Documents to the Procurement Panel for its approval by the relevant Milestone Date.
- (b) The Procurement Panel must notify each Tenant as to whether it approves or does not approve the Tenant RFT Documents by the relevant Milestone Date. The Procurement Panel must notify the relevant Tenant that the relevant Tenant RFT Documents are not approved if the WCC Representative and the WCC nominees on the Procurement Panel do not approve the relevant Tenant RFT Documents.
- (c) The WCC Representative and the WCC nominees and Tenant Representatives on the Procurement Panel are only entitled to not approve the Tenant RFT Documents if they reasonably consider that the provisional sums or other Documents included in the Tenant RFT Documents do not properly account for or represent the nature and extent of the Tenant Fitout Works or the Tenant RFT Documents or that the Tenant RFT Documents give rise to a WCC Detriment or Tenant Detriment.
- (d) If:
  - (i) the Procurement Panel approves the Tenant RFT Documents, then the Tenant RFT Documents become the Tenant RFT Documents (Approved);
  - (ii) the Procurement Panel does not approve the Tenant RFT Documents, then
    - (A) the relevant party has an Objection which will be dealt with in accordance with clause 20; and
    - (B) the relevant Tenant may nonetheless require the Procurement Representative to include the Tenant RFT Documents in the RFT provided that the Procurement Representative must, upon the Objection referred to in clause 5.5(d)(ii)(A) being determined pursuant to clause 20, issue a notice to the Tenderers amending the RFT, to the extent required as a result of the determination of the Objection; or
  - (iii) the Procurement Panel does not give a notice under clause 5.5(b), then the Tenant RFT Documents will be deemed to have not been approved by the Procurement Panel for the purposes of clause 5.5(d)(ii).
- (e) If a Tenant chooses not to include any Tenant RFT Documents in the WCC RFT Documents, but has not given a notice under clause 1.6(a), then the Procurement Panel may nominate a provisional sum to cover the proposed Tenant Fitout Works so as to capture the potential value of the Tenant Fitout Works within the Tenderer's tender and account for potential the time that that Tenant's Tenant Fitout Works could take within the Tenderer's overall construction programme.

## 5.6 Release of RFT and Tenderer questions

- (a) If the RFT Documents are approved in accordance with clause 5.4 and 5.5, the Procurement Panel must approve the release of the RFT to the Tenderers and, following such approval being given, the Procurement Representative must distribute the RFT to the shortlisted Tenderers, each by the relevant Milestone Dates.

- (b) All communications with the Tenderers will be managed solely by the Procurement Representative.
- (c) In accordance with the Programme:
  - (i) any Tenderer may submit, any questions or clarifications in respect of the RFT to the Procurement Representative and any questions or clarifications will be forwarded by the Procurement Representative to:
    - (A) in the case of a question or clarification in respect of any Tenant RFT Documents or Tenant RFT Documents (Approved) included in the RFT, to the relevant Tenant Representative for either answering or otherwise forwarding to a nominated technical representative of the Tenant; or
    - (B) in the case of a question or clarification in respect of any other aspect of the RFT, to the WCC Representative for either answering or otherwise forwarding to a nominated technical representative of WCC; and
  - (ii) answers to any questions or clarifications must be provided to the Procurement Representative for distribution to the Tenderers.

#### 5.7 The Tender evaluation process

- (a) The Procurement Representative must distribute the Tenders, the WCC tender evaluation instructions, and WCC tender scoring workbook for evaluation to the Procurement Panel in accordance with the Programme.
- (b) Each Tender must be evaluated by the Procurement Panel in accordance with the WCC tender evaluation instructions, the WCC tender scoring workbook and the RFT for the purposes of determining whether any of the Tenders and Tenderers are suitable.
- (c) Any questions or clarifications which the Procurement Panel has during this evaluation phase must only be sent to the WCC Representative for review. Following that review, the WCC Representative may, if it considers it necessary to do so, instruct the Procurement Representative to submit the questions or clarifications to the relevant Tenderer for response. Tenderer responses will be distributed to the Procurement Panel for inclusion in the evaluation of the relevant Tender.
- (d) The Procurement Representative must, in accordance with the Programme, convene and conduct a moderation exercise of each Tender consistently with the evaluation instructions.
- (e) The Procurement Panel and Procurement Representative must liaise and cooperate, as required, for the purposes of completing the evaluation phase and moderation exercise as contemplated in this clause 5.7.
- (f) Following completion of the evaluation phase and moderation exercise, the Procurement Representative may, in consultation with the Procurement Panel:
  - (i) identify and select any one or more preferred Tenderers;
  - (ii) carry out negotiations with any one or more preferred Tenderers, provided that WCC is, as between the parties, solely responsible for the preparation and finalisation of the proposed Construction Contract;
  - (iii) negotiate any part of the proposed Contract Price with any one or more preferred Tenderers endorsed by the Procurement Panel; and

- (iv) negotiate the indicative programme for the carrying out and completion of the Contract Works and all related matters with any one or more preferred Tenderers endorsed by the Procurement Panel,

for the purposes of preparing a Contract Approval Recommendation and submitting it to the Procurement Panel for endorsement in accordance with the Programme and must keep the Tenants reasonably informed as to progress in attending to the matters set out at clauses 5.7(a)-(e).

- (g) In the event that the Procurement Representative makes a Contract Approval Recommendation to the Procurement Panel, the Procurement Panel must, in accordance with the Programme, notify the parties that either:
  - (i) it cannot endorse the Contract Approval Recommendation; or
  - (ii) it endorses the Contract Approval Recommendation.
- (h) If either:
  - (i) the Procurement Representative does not submit a Contract Approval Recommendation to the Procurement Panel for endorsement; or
  - (ii) the Procurement Representative submits a Contract Approval Recommendation and the Procurement Panel does not endorse that Contract Approval Recommendation,

in accordance with the Programme, then, unless a party claims there is a dispute within 20 Business Days of the last date on which a Contract Approval Recommendation could have been submitted or the Contract Approval Recommendation issued (as the case may be), any party may terminate this Agreement as against all other parties by notice to all other parties.

## 5.8 Endorsement of the Contract Approval Recommendation

- (a) Each party must notify all other parties whether or not it approves any Contract Approval Recommendation endorsed by the Procurement Panel by the relevant Milestone Date.
- (b) A Tenant is only entitled to withhold its approval under clause 5.8(a) if:
  - (i) the comprehensive programme included in the Contract Approval Recommendation provides for a target date for practical completion under the proposed Construction Contract which is later than the Sunset Date;
  - (ii) the Tenant reasonably considers that the proposed Construction Contract included in the Contract Approval Recommendation is inconsistent with the Construction Contract Principles; or
  - (iii) the Tenant in its sole discretion considers that the actual or anticipated Costs or Tenant Construction Cost that will or may become payable by the Tenant for the Tenant Fitout Works exceeds the Tenant's expectations,

and if a Tenant fails to give a notice under clause 5.8(a) then it will be deemed to have approved the Contract Approval Recommendation.

- (c) WCC is entitled to withhold its approval under clause 5.8(a) in its discretion and for any reason and if WCC fails to give a notice under clause 5.8(a) then it will be deemed to have not approved the Contract Approval Recommendation.

- (d) Subject to clause 5.9, if each party approves the Contract Approval Recommendation, the Procurement Representative will prepare the proposed Construction Contract, seek approval from WCC to engage the Preferred Tenderer as the Contractor and arrange for WCC to enter into the proposed Construction Contract (each as approved pursuant to the endorsed Contract Approval Recommendation) by the relevant Milestone Date.
- (e) If:
- (i) a Tenant validly withholds its approval of the Contract Approval Recommendation under clause 5.8(a); or
  - (ii) WCC withholds its approval of the Contract Approval Recommendation under clause 5.8(a),

then each party is entitled to, and may, terminate this Agreement as against all other parties by notice to all other parties.

## 5.9 Chief Executive approval of the Construction Contract

Notwithstanding anything else express or implied in this Agreement, each Tenant acknowledges and agrees that WCC, as the principal to the proposed Construction Contract the subject of an endorsed Contract Approval Recommendation, is required (in accordance with its delegations policy) by the relevant Milestone Date, to obtain the authorisation of the Chief Executive of Wellington City Council prior to WCC executing the proposed Construction Contract and, in the event that the Chief Executive does not give that authorisation, then WCC is entitled to terminate this Agreement against all other parties by notice to all other parties.

## 6. Tenant Construction Cost

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### 6.1 Application of clause

This clause 6 only applies in respect of a Tenant's Tenant Fitout Works where that Tenant has not given a notice pursuant to clause 1.6.

### 6.2 Determination of Tenant Construction Cost and updated Construction Programme

- (a) WCC must submit each Tenant's Tenant Fitout Works Detailed Design (Approved) to the Contractor by way of a Tenant Fitout Works Variation Price Request in accordance with the Programme.
- (b) WCC must ensure the Contractor provides the relevant Tenant Pricing Information and an updated Construction Programme which reflects any change required by the Contractor to carry out and complete the relevant Tenant Fitout Works to WCC and the parties in accordance with the Construction Programme.
- (c) Each Tenant must review the Contractor's response and, with the WCC Representative, compile any questions in accordance with the Programme which the WCC Representative must submit to the Contractor for a further response in accordance with the Construction Programme.
- (d) WCC must ensure the Contractor provides a response to any further questions received from the WCC Representative as soon as reasonably practicable and in accordance with the Construction Programme.

- (e) If required by the Tenant, the WCC Representative must arrange a meeting with the relevant Tenant and the Contractor in accordance with the Programme for the purposes of WCC, the Tenant and the Contractor agreeing the Tenant Pricing Information, the Tenant Construction Cost and any adjustments to the Construction Programme.

### 6.3 Tenant Fitout Works Variation Order

- (a) Each of WCC and each Tenant must notify each other party whether or not it approves any adjustment to the Construction Programme notified or agreed pursuant to clause 6.2 by the relevant Milestone Date.
- (b) The relevant Tenant must notify WCC whether or not it approves the Tenant Construction Cost and the Tenant Pricing Information notified or agreed pursuant to clause 6.2 by the relevant Milestone Date.
- (c) WCC is only entitled to withhold its approval under clause 6.3(a) if WCC reasonably considers that the adjustment to the Construction Programme could give rise to a WCC Detriment. If WCC fails to give a notice under clause 6.3(a) then it will be deemed to have approved the adjustment to the Construction Programme.
- (d) The relevant Tenant is entitled to withhold its approval under clause 6.3(a) or clause 6.3(b) in its discretion and for any reason and if the Tenant fails to give a notice under clause 6.3(a) or clause 6.3(b) then it will be deemed to have not approved the adjustment to the Construction Programme or the Tenant Construction Cost, as the case may be.
- (e) If:
- (i) WCC validly withholds its approval of the Construction Programme under clause 6.3(a); or
  - (ii) the relevant Tenant withholds its approval of the Construction Programme under clause 6.3(a) or the Tenant Construction Cost or the Tenant Pricing Information under clause 6.3(b),

then WCC must not give the Tenant Fitout Works Variation Order to the Contractor and the Tenant is entitled to and must, in accordance with the Programme, either:

- (iii) terminate this Agreement as against all other parties by notice to all other parties; or
- (iv) arrange for the Tenant Fitout Works to be carried out by a Separate Contractor.

### 6.4 Tenant Fitout Works Variation Order

Unless clause 6.3(e) applies, WCC must give the Tenant Fitout Works Variation Order to the Contractor and the Contractor must implement the Tenant Fitout Works Variation Order pursuant to the Construction Contract in accordance with the Construction Programme (as adjusted).

### 6.5 WCC not responsible or liable for Tenant Construction Cost

Notwithstanding anything else express or implied in this Agreement, each Tenant acknowledges and agrees that WCC is not responsible or liable in any way for the Costs of

carrying out and completing the relevant Tenant's Tenant Fitout Works pursuant to the Construction Contract.

## **7. Project Approvals and construction of the Contract Works**

### **7.1 Project Approvals**

- (a) WCC is responsible for applying for and obtaining, and must apply for and obtain, all Project Approvals in accordance with the Programme.
- (b) WCC must provide a copy of any application for Project Approvals to each Tenant and, upon receipt of any such Project Approval, provide a copy of that Project Approval to each Tenant.
- (c) Each Tenant must supply all information that WCC reasonably requires from them in order for WCC to obtain, and must otherwise do all things reasonably necessary to assist WCC to obtain, the Project Approvals.
- (d) If:
  - (i) a Tenant reasonably considers that any condition in a Project Approval gives rise to a Tenant Detriment then the affected Tenant may give a notice to that effect to WCC and the other Tenant within 20 Business Days of becoming aware of the condition; and
  - (ii) the Tenant Detriment cannot be resolved to the satisfaction of the relevant Tenant within a further 20 Business Days from the date that the Tenant gives a notice under clause 7.1(d)(i), the affected Tenant is entitled to terminate this Agreement insofar as it applies to the affected Tenant by giving a notice to all other parties prior to the expiry of that further 20 Business Day period.

### **7.2 Contractor to carry out and complete the Contract Works**

WCC must:

- (a) ensure that the Contractor carries out and completes the Contract Works in accordance with the Construction Contract;
- (b) ensure that the Engineer performs their role under the Construction Contract prudently and with reasonable professional care and skill; and
- (c) not vary the terms of the Construction Contract without first obtaining the consent of each Tenant (such consent may only be withheld by a Tenant if the variation would give rise to a Tenant Detriment or would result in the Construction Contract being inconsistent with the Construction Contract Principles).

### **7.3 Substitutes**

- (a) Each Tenant acknowledges and agrees that if:
  - (i) materials, finishes, products or systems specified in the Construction Contract are unavailable or the supply of materials is delayed (other than by reason of an act or omission of WCC); or

- (ii) an event occurs beyond the reasonable control of WCC which makes it impossible or impractical to incorporate in the Contract Works any materials finishes, products or systems specified in the Construction Contract,

then WCC may nominate details of an alternative material, finish, product or system to the Tenant for its approval. The Tenant must notify WCC whether it approves or does not approve the alternative material, finish, product or system within five Business Days of submission of the details referred to in this clause 7.3(a).

- (b) The Tenant is only entitled to withhold its approval under clause 7.3(a) where the alternative material, finish, product or system:
  - (i) is not equal to or better than that material, finish, product or system specified in the Construction Contract; or
  - (ii) does not adhere to or preserve the quality, intent and performance specifications specified in the Construction Contract.
- (c) If the Tenant:
  - (i) approves the alternative material, finish, product or system under 7.3(a), then the Contractor must implement the alternative material, finish, product or system and the net cost of the Contractor doing so shall comprise part of the relevant Tenant Construction Cost or the WCC Construction Cost (as the case may be);
  - (ii) does not approve the alternative material, finish, product or system, then the Tenant has an Objection which will be dealt with in accordance with clause 20; or
  - (iii) does not give a notice under clause 7.3(a) then the alternative material, finish, product or system will be deemed to have been approved by the Tenant under clause 7.3(a).

#### 7.4 Tenant access during construction

- (a) Subject to clause 7.4(b), WCC must allow each Tenant access to the Site to inspect the Contract Works for the purposes of checking the progress of the Contract Works and WCC's compliance with this Agreement.
- (b) A Tenant must give WCC reasonable notice of the date on which it wishes to access the Site and inspect the Contract Works and must give WCC complete details of any Tenant Agents who will access the Site. When accessing the Site, the Tenant must:
  - (i) co-operate with, and comply with all directions from, WCC, the Engineer and the Contractor so as not to cause delay or disruption to the carrying out of the Contract Works;
  - (ii) comply with the health and safety requirements of WCC and the Contractor; and
  - (iii) not give any instructions to WCC, the Contractor or the Contractor's employees, contractors or agents in regard to the carrying out of the Contract Works.

#### 7.5 Default or suspension

- (a) if:

- (i) there is a material default by the Contractor under the Construction Contract, or
- (ii) the Contractor suspends work pursuant to the Construction Contract or the Construction Contracts Act 2002,

then WCC will notify each relevant Tenant of the default or suspension as soon as reasonably practicable.

- (b) Where the default or suspension affects the Tenant Fitout Works, WCC shall consult with the relevant Tenant and agree steps, actions or proceedings to be taken.
- (c) WCC may take such steps, actions or proceedings as it sees fit, or where clause 7.5(b) applies as agreed between WCC and the Tenant, in relation to the default or suspension referred to in clause 7.5(a) above, including:
  - (i) claiming damages;
  - (ii) determining the engagement of the Contractor;
  - (iii) determining the employment of any other person employed or appointed in relation to the relevant Contract Works; or
  - (iv) re-employing any contractor or person.
- (d) WCC must:
  - (i) use reasonable endeavours to continue to progress the relevant Contract Works; and
  - (ii) inform each relevant Tenant as soon as reasonably practicable of any material steps, actions or proceedings taken.
- (e) Subject to clause 7.5(f), where there is a default by the Contractor under the Construction Contract and a Tenant reasonably considers that that default will result in the Tenant incurring a Loss, then the Tenant may require WCC to enforce the Construction Contract on behalf of the Tenant on the basis that as between the Tenant and WCC, the Loss incurred by the Tenant will be deemed to be a Loss incurred by WCC, and all remedies resulting from the enforcement must, to the extent that the remedies relate to the Tenant, be held in trust by WCC for the benefit of the relevant Tenant to be paid to the Tenant or exercised by WCC on behalf of the Tenant as the Tenant may reasonably direct.
- (f) Where the Tenant requires WCC to enforce the Construction Contract, the relevant Tenant indemnifies WCC in respect of:
  - (i) any legal costs incurred by WCC on a solicitor-own client basis; and
  - (ii) without limiting clause 7.5(f)(i), any Claim or Loss suffered or incurred by WCC,

in relation to, arising out of or in connection with the enforcement of the Construction Contract in accordance with the Tenant's instructions to WCC.

## 7.6 WCC warranties

WCC warrants to each Tenant that:

- (a) the Contract Works will be carried out and completed in accordance with the Construction Contract and the Construction Programme;
- (b) the Construction Contract will require the Contractor to carry out the Contract Works:
  - (i) in a professional and workmanlike manner;
  - (ii) to sound and accepted architectural and engineering standards;
  - (iii) in accordance with WCC Works Detailed Design (Approved) and, subject to a Tenant Fitout Works Variation Order being given, the relevant Tenant Fitout Works Detailed Design (Approved);
  - (iv) in accordance with all Project Approvals and Laws;
  - (v) in accordance with the Construction Programme; and
  - (vi) so as to not adversely affect the Tenant Fitout Works or Specialist Fitout; and
- (c) upon Practical Completion being achieved:
  - (i) the Building is weatherproof;
  - (ii) all asbestos in the Building as at the Effective Date will have either been removed or fully encapsulated in accordance with all applicable Laws;
  - (iii) all lead based paint in the Building as at the Effective Date will have either been removed or fully encapsulated in accordance with all applicable Laws; and
  - (iv) those WCC Works comprising the Contract Works have been carried out and completed in accordance with the WCC Works Detailed Design (Approved) and the Project Approvals, and on that basis the Building will achieve the Required NBS Rating.

## 8. Tenant Fitout Works and Specialist Fitout

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### 8.1 Tenant access

- (a) This clause 8 only applies where a Tenant is engaging a Separate Contractor in respect of its Tenant Fitout Works or Specialist Fitout.
- (b) WCC agrees and, must procure the Contractor to agree, to allow each Tenant non-exclusive access to its Premises for the purposes of:
  - (i) where the relevant Tenant Fitout Works are being carried out by Separate Contractors, carrying out and completing the relevant Tenant Fitout Works; and
  - (ii) carrying out and completing its Specialist Fitout,

in accordance with the Programme (which must reasonably allow for the integration and completion of such works). Notwithstanding the foregoing, each Tenant is entitled to non-exclusive access to its Premises post-Practical Completion for the purposes of carrying out and completing any remaining Specialist Fitout in accordance with this clause 8.

- (c) At all times when accessing its Premises pursuant to clause 8.1(b), each Tenant must
- (i) not disrupt or interfere with the performance:
    - (A) by WCC of WCC's obligations under this Agreement; or
    - (B) by the Contractor of its obligations under the Construction Contract;
  - (ii) co-operate with, and comply with all reasonable directions from, WCC, the Engineer and the Contractor so as not to cause delay or disruption to the carrying out of the Contract Works;
  - (iii) comply with the health and safety requirements of WCC and the Contractor; and
  - (iv) not give any instructions to WCC, the Contractor or the Contractor's employees, contractors or agents in regard to the carrying out of the Contract Works.
- (d) Despite anything to the contrary in this Agreement, at all times when accessing its Premises pursuant to this clause 8.1, the Tenant:
- (i) does not have exclusive use or occupation of its Premises;
  - (ii) may not use its Premises for any purposes (including the relevant Permitted Use) other than as set out in clause 8.1(b).

## 8.2 Additional Costs

Where the Tenant is accessing the Premises pursuant to this clause 8 and an action taken in doing so may cause WCC to incur additional Costs, WCC will give notice to the Tenant, specifying the nature of the additional Costs and how such Costs might be avoided. Where the Tenant continues to access the Premises notwithstanding the notice, the relevant Tenant will reimburse WCC for all such Costs, with payment to be made by the relevant Tenant by no later than the date being 20 Business Days after the date of its receipt of an invoice from WCC for those Costs.

## 8.3 Restrictions on Tenant Fitout Works and Specialist Fitout

- (a) Without limiting clause 8.4(a), each Tenant must:
- (i) give the Contractor a programme for the performance of its Tenant Fitout Works (if applicable) and its Specialist Fitout which is consistent with the Construction Programme where it has an interface with the Construction Programme, and
  - (ii) when carrying out and completing its Tenant Fitout Works (if applicable) or the Specialist Fitout:
    - (A) not damage any part of the Building or the Contract Works;
    - (B) not cause WCC, the Contractor or any of its subcontractors, delay or disruption;
    - (C) clean up and remove from the Site, at its expense, all debris, waste materials and rubbish which it generates in the performance of its Specialist Fitout; and

- (D) co-ordinate the performance of its Specialist Fitout with the performance of the Contract Works as directed by the Contractor, in accordance with the Construction Programme and the programme given to the Contractor under clause 8.3(a)(i).
- (b) Each Tenant acknowledges and agrees that:
- (i) a material breach by the Tenant of any of the requirements of this clause 8.3, entitles the Contractor to immediately require any Separate Contractor, the Tenant or both (as applicable, dependent upon responsibility for the breach) to vacate the Site and to exclude any Separate Contractor, the Tenant or both from the Site for such period as is reasonable in the circumstances; and
  - (ii) any agreement that a Tenant enters into in relation to, arising out of or in connection with the carrying out and completion of its Tenant Fitout Works (if applicable) or Specialist Fitout must:
    - (A) include provisions to the effect set out in clause 8.3(a); and
    - (B) record that the Tenant is the principal under the agreement and responsible for all Costs in connection with that agreement.

#### 8.4 Carrying out Tenant Fitout Works and Specialist Fitout

- (a) Each Tenant must ensure that its Tenant Fitout Works (if applicable) and any Specialist Fitout is carried out and completed:
- (i) in the case of the Tenant Fitout Works, in accordance with the Tenant Fitout Works Detailed Design (Approved);
  - (ii) in accordance with a construction contract that is on usual market terms and which has first been approved by WCC (acting reasonably) (and for this purpose each Tenant must provide WCC with the relevant contract and all associated pricing information, including any agreed rates), provided that WCC must advise whether the relevant contract is approved within 10 Business Days of receipt, failing which approval will be deemed to be given;
  - (iii) in a good professional and workmanlike manner;
  - (iv) so as to not adversely affect the Contract Works or to give rise to a WCC Detriment (including by preventing WCC from obtaining a Code Compliance Certificate or a Certificate of Public Use which WCC is required to obtain under this Agreement);
  - (v) to sound and accepted architectural and engineering building standards; and
  - (vi) in accordance with all Project Approvals, all required Approvals and all relevant Laws.
- (b) Each Tenant acknowledges and agrees that its Tenant Fitout Works (if applicable) and Specialist Fitout remains at the risk of the Tenant, including storage of any plant, materials, equipment, furniture, fixtures, fittings and equipment on-site, but WCC will ensure that the Contractor keeps appropriate on-site security procedures in place in respect of the Site and access to the Premises.
- (c) Each Tenant must keep WCC informed as to the carrying out and completion of its Tenant Fitout Works (if applicable) and Specialist Fitout at all times and must notify

WCC as soon as reasonably practicable after completion of its Tenant Fitout Works (if applicable) and Specialist Fitout.

#### 8.5 Contractor to cooperate

- (a) The Contractor must provide each Tenant with such reasonable co-operation as it may require in relation to the carrying out of its Tenant Fitout Works (if applicable) and the Specialist Fitout.
- (b) The Contractor must co-operate with any Separate Contractors and the Tenant so as to ensure that the carrying out and completion of its Tenant Fitout Works (if applicable) and the Specialist Fitout occurs as expeditiously as practicable (for clarity, such co-operation will include the use of goods lifts and loading bays).

### 9. Practical Completion and Defects Liability

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#### 9.1 Final and binding

- (a) The parties acknowledge and agree that notwithstanding anything else express or implied in this Agreement, the determination of Practical Completion by the Engineer is final and binding except in the case of manifest error.
- (b) The issue of Practical Completion will not release any party from any of its covenants, warranties or obligations in favour of any other party pursuant to this Agreement.

#### 9.2 Joint Inspection

The parties must progressively inspect the various sections of the Contract Works as they near Practical Completion to ensure that:

- (a) the processes contemplated by this clause 9 are carried out as early as possible; and
- (b) WCC is advised by the Engineer as early as practicable of any matters and things which the Engineer regards as necessary to be done before Practical Completion can be achieved.

#### 9.3 Notice

WCC must give each Tenant no less than 20 Business Days' notice specifying WCC's estimate of the anticipated Practical Completion Date.

#### 9.4 Engineer to determine

- (a) The Engineer must:
  - (i) notify all parties as soon as it receives an application for practical completion from the Contractor under the Construction Contract.
  - (ii) following receipt of a notice under clause 9.4(a)(i):
    - (A) inspect the relevant Contract Works in accordance with the Programme and the parties are entitled to accompany the Engineer on such inspection;
    - (B) otherwise consult with the parties to the extent necessary to determine whether Practical Completion has been achieved; and

- (C) notify the parties whether not Practical Completion has been achieved in accordance with the Programme.
- (b) If, following receipt of a notice under clause 9.4(a)(i), the Engineer determines that:
- (i) Practical Completion has been achieved, then it must issue a Certificate of Practical Completion to the relevant parties which states the Practical Completion Date; or
  - (ii) Practical Completion has not been achieved, then it must notify the Contractor and the parties accordingly and the Contractor must continue to carry out and complete the Contract Works so as to achieve Practical Completion.
- (c) The Engineer may issue a Certificate of Practical Completion if he or she is of the opinion that Practical Completion has been achieved whether or not the Contractor has applied for practical completion under the Construction Contract.
- (d) For the avoidance of doubt, practical completion may be achieved under the Construction Contract without Practical Completion being achieved under this Agreement (where an element required to achieve Practical Completion under this Agreement has not yet been achieved).

#### 9.5 Post completion obligations

WCC shall:

- (a) provide to the Tenants copies of all draft operating and maintenance manuals and any required Warranties and Guarantees, on or before the Practical Completion Date; and
- (b) provide to the relevant Tenant copies of all operating and maintenance manuals as soon as these are provided to WCC by the Contractor and in any event within three months of the Practical Completion Date.

#### 9.6 Code Compliance Certificates

- (a) WCC must use its reasonable endeavours to obtain a Code Compliance Certificate for the Contract Works to the extent required by any Project Approval by the Practical Completion Date and will as soon as reasonably practicable provide a copy to each relevant Tenant.
- (b) If a Code Compliance Certificate for the Contract Works is not available before the Practical Completion Date, WCC must obtain a Certificate of Public Use in respect of the Contract Works insofar as the Contract Works relate to parts of the Building to which section 362W(1) of the Building Act 2004 applies, by the Practical Completion Date and must obtain and provide to each Tenant any Code Compliance Certificate required by any Project Approval as soon as reasonably practicable thereafter.

#### 9.7 Defects

- (a) The Contractor must remedy all Defects which becomes apparent to or is notified to WCC within the Defects Liability Period.
- (b) Any remedial works must be commenced as soon as reasonably practicable after WCC becomes aware of the Defect and must be diligently progressed so as to cause minimal disruption to the Tenants and in compliance with the Tenants' health and safety requirements of which WCC has reasonable notice and, where reasonably possible, completed before the end of the Defects Liability Period. If the parties are

unable to agree as to whether there is a Defect, then the matter will be referred for expert determination pursuant to clause 20.2.

- (c) This clause 9.7 does not in any way detract from a party's obligations to undertake repairs and maintenance pursuant to any Lease.
- (d) Each Tenant must promptly notify the Engineer prior to the expiry of the Defects Liability Period of any defective work which it considers should be rectified pursuant to the Construction Contract.

#### 9.8 Remedial action

Upon a Defect becoming apparent to or being notified to WCC, if it is not ready and able to remedy the Defect in accordance with clause 9.7, WCC must:

- (a) investigate and determine the cause of the Defect;
- (b) determine the course of action to remedy the Defect (in full consultation with the relevant Tenant) with the least disruption to the relevant Tenant and in accordance with the relevant clauses of the Lease which govern WCC's access to the Premises; and
- (c) establish and implement an appropriate programme to remedy the Defect within as short a period as is reasonably practicable.

#### 9.9 Guarantees and warranties

WCC must, including at the request of a Tenant, take such action as may reasonably be required to enforce all Warranties and Guarantees during the term of Warranties and Guarantees.

#### 9.10 Sunset Date

Despite anything to the contrary express or implied in this Agreement, if:

- (a) a party has reasonable grounds for concern that Practical Completion will not be achieved by the Sunset Date, it may refer the issue for determination pursuant to clause 20.2. If it is determined by the Expert that the Practical Completion will not be achieved by the Sunset Date; or
- (b) Practical Completion has not been achieved by the Sunset Date,

a Tenant may terminate this Agreement insofar as it applies to that Tenant by giving 20 Business Days notice to all other parties.

### 10. Variations

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#### 10.1 WCC Variation

- (a) If at any time WCC requires a WCC Variation, WCC must notify each relevant Tenant that it requires a WCC Variation and the notice must:
  - (i) describe the WCC Variation and identify any component of the WCC Variation which WCC reasonably considers might give rise to a Tenant Detriment; and

- (ii) set out WCC's estimate of any anticipated delay to the Critical Path which WCC reasonably considers might arise out of the WCC Variation.
- (b) Within 10 Business Days after receipt of a notice under clause 10.1(a) (or such longer period as the Tenant may reasonably require having regard to the nature and complexity of the WCC Variation, in which case the Tenant must notify WCC accordingly within the 10 Business Days), each relevant Tenant must notify the WCC as to whether the Tenant approves or does not approve the WCC Variation. Each relevant Tenant must approve the WCC Variation unless the Tenant reasonably considers that the WCC Variation gives rise to a Tenant Detriment.
- (c) If:
- (i) each relevant Tenant approves the WCC Variation under clause 10.1(b), then the Variation becomes a WCC Variation (Approved) and WCC, the Tenant or both (as the case may be) must implement or the Contractor must implement, the WCC Variation (Approved);
  - (ii) a Tenant does not approve the WCC Variation, then the Tenant has an Objection which will be dealt with in accordance with clause 20; or
  - (iii) a Tenant does not give a notice under clause 10.1(b), then the WCC Variation will be deemed to have been approved by that Tenant for the purposes of clause 10.1(c)(i).

## 10.2 Tenant Variation

- (a) If at any time a Tenant requires a Tenant Variation, that Tenant must notify WCC and the other Tenant that it requires a Tenant Variation and the notice must:
- (i) describe the Tenant Variation and identify any component of the Tenant Variation which the Tenant reasonably considers might give rise to a WCC Detriment or a Tenant Detriment (in the case of the other Tenant); and
  - (ii) set out the Tenant's estimate of any anticipated delay to the Critical Path which the Tenant reasonably considers might arise out of the Tenant Variation.
- (b) Within 20 Business Days after receipt of a notice under clause 10.2(a) (or such longer period as WCC or the other Tenant may reasonably require having regard to the nature and complexity of the Tenant Variation, in which case WCC or the other Tenant must notify the Tenant accordingly within the 20 Business Days), WCC must notify both Tenants of:
- (i) any anticipated Tenant Variation Costs as obtained from the Contractor;
  - (ii) any anticipated delay to the Critical Path; and
  - (iii) any comments made by the other Tenant,

which WCC and the other Tenant reasonably consider might arise out of the Tenant Variation together with WCC's (and the other Tenant's) estimate of the Costs which they reasonably expect to incur as a result of considering and processing the Tenant Variation.

- (c) Within five Business Days after receipt of a notice under clause 10.2(b), the Tenant may notify WCC and the other Tenant that it wishes to pursue the Tenant Variation.

- (d) Within five Business Days after receipt of a notice under clause 10.2(c), WCC and the other Tenant must notify the requesting Tenant as to whether WCC and the other Tenant approve or do not approve the Tenant Variation. WCC and the other Tenant must approve the Tenant Variation unless:
- (i) WCC is not entitled to require the Contractor to implement the Tenant Variation under the Construction Contract;
  - (ii) in the opinion of WCC, the Tenant Variation could reasonably be expected to give rise to a WCC Detriment; or
  - (iii) in the opinion of the other Tenant, the Tenant Variation could reasonably be expected to give rise to a Tenant Detriment.
- (e) If WCC and the other Tenant:
- (i) approve the Tenant Variation under clause 10.2(d), then the Tenant Variation becomes a Tenant Variation (Approved) and the Contractor must implement the Tenant Variation (Approved);
  - (ii) do not approve the Variation, then the Tenant has an Objection which will be dealt with in accordance with clause 20; or
  - (iii) do not give a notice under clause 10.2(d), then the Variation is deemed to have been approved by WCC and the other Tenant for the purposes of clause 10.2(e)(i).

### 10.3 Costs of processing Variations

The requesting party will pay for all other party's consultants' reasonable costs in relation to the submission, review and processing of the requesting party's Variation.

### 10.4 Notifications and estimates.

Any:

- (a) notification given by a party to another party under this clause 10 to the effect that the party reasonably considers that a WCC Detriment or a Tenant Detriment (as the case may be) might or could be reasonably expected to arise as a consequence of a Variation; or
- (b) estimate given by a party under this clause 10 in relation to any anticipated Tenant Variation Costs or any anticipated delay to the Critical Path arising from a Variation, is:
  - (i) non-binding on the parties and is for informational and decision making purposes only; and
  - (ii) must be notified or estimated using reasonable care, skill and diligence.

## 11. Programmes and delay

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### 11.1 The Programme

The parties acknowledge and agree that:

- (a) the Programme sets out key dates for performance by the parties of their respective responsibilities under this Agreement, including the Critical Path and Milestone Dates;
- (b) it is their intention that the carrying out and completion of the Contract Works will occur in accordance with the Programme, including the Critical Path and the Milestone Dates; and
- (c) to the extent there is any inconsistency between the Programme and the Construction Programme, the Programme, including the Critical Path and the Milestone Dates, is deemed to be adjusted so as to be consistent with the Construction Programme:
  - (i) at the time of award of the Construction Contract and, in this case, the Target Practical Completion Date and the Sunset Date in the Programme will be deemed to be adjusted so as to be consistent with the Construction Programme; and
  - (ii) if a Tenant Fitout Works Variation Order is issued, at the time of issue of the Tenant Fitout Works Variation Order and, in this case, the Target Practical Completion Date will be deemed to be adjusted so as to be consistent with the Construction Programme but the Sunset Date will not be so adjusted.

### 11.2 Monthly review

- (a) The Programme will be reviewed monthly by the Project Control Group having regard to the assessment of the previous month's progress and any inconsistency with the Construction Programme.
- (b) If required, WCC will update the Programme, including the Critical Path, within 10 Business Days of a request to do so by the Project Control Group.

### 11.3 Extensions of Time

- (a) If WCC reasonably considers that a Tenant Delay or a Delay Event has occurred then WCC may notify each Tenant that it claims an Extension of Time and such notice must state the nature and cause of the Tenant Delay or the Delay Event (provided that nothing in this clause 11.3 prevents WCC from not approving a Tenant Variation where in the opinion of WCC, the Tenant Variation could reasonably be expected to give rise to a WCC Detriment).
- (b) As soon as practicable after the later of:
  - (i) 15 Business Days after the date WCC gives a notice under clause 11.3(a);
  - (ii) the date the relevant Tenant Delay or Delay Event ceases; or
  - (iii) the date the Variation (Approved) has been implemented,

WCC must notify each Tenant of WCC's assessment of the Extension of Time having regard to the matters set out in clause 11.3(e).

- (c) Within 10 Business Days after receipt of a notice under clause 11.3(b), each Tenant must assess the Extension of Time having regard to the matters set out in clause 11.3(e) and must notify WCC as to whether the Tenant approves or does not approve the Extension of Time. Each Tenant agrees that it is not entitled to withhold its approval under this clause 11.3 if the relevant Extension of Time relates to a Tenant Delay for which that Tenant is responsible, and then only to the extent that the Tenant is responsible, and otherwise to the extent that the relevant Extension of Time does

- (b) the liable party may require any other party to take such reasonable steps as are acceptable to other party (acting reasonably),

to overcome all or part of such delay by applying additional resources or working a greater number of hours or by acting in whatever other manner required, provided that the liable party will be solely responsible for all Costs incurred by:

- (c) by the liable party in taking such steps; and
- (d) any other party in taking such steps,

as the case may be.

## 12. Costs and payments

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### 12.1 WCC's responsibility for costs

WCC is solely responsible for:

- (a) all Costs incurred by WCC in relation to, arising out of or in connection with the design of the WCC Works;
- (b) the WCC Construction Costs (except to the extent that such costs comprise Tenant Variation Costs);
- (c) all Costs in relation to, arising out of or in connection with any Variations (Approved) claimed by WCC other than as a result of a Tenant Delay; and
- (d) any other Costs which this Agreement provides are payable by WCC.

### 12.2 Tenant's responsibility for costs and savings

- (a) Each Tenant is solely responsible for:
  - (i) all Costs incurred by the Tenant in relation to, arising out of or in connection with the design of its Tenant Fitout Works;
  - (ii) its Tenant Uplift Works Costs (where applicable);
  - (iii) the Tenant Construction Costs (if the Tenant has not elected to have the Contract Works carried out by a Separate Contractor);
  - (iv) all Tenant Variation Costs; and
  - (v) any other Costs which this Agreement provides are payable by a Tenant.
- (b) Each Tenant must pay to WCC the costs for which it is responsible under clauses 12.2(a)(ii) to 12.2(a)(v) (inclusive) in accordance with the provisions of this clause 12.2.
- (c) If a Variation (Approved) claimed by a Tenant results in a Tenant Variation Cost which is a net cost saving, WCC must credit against amounts payable by the Tenant to WCC under this Agreement the amount of the cost saving.
- (d) Despite anything to the contrary in this clause 12.2, WCC and each Tenant agree that:

- (i) WCC will allow the Tenant the relevant Tenant Credit Sum by setting off all amounts which would otherwise be payable by the Tenant under this clause 12.2 up to an amount which is equivalent to the Tenant Credit Sum;
- (ii) once the total amount set-off under clause 12.2(d)(i) is equivalent to the Tenant Credit Sum, the Tenant is not entitled to any further set-off and the Tenant must pay to WCC all amounts which are payable by the Tenant to WCC under this clause 12.2 without set-off, withholding, counter-claim or delay; and
- (iii) to the extent that as at the time of issue of WCC's final payment claim to the Tenant under clause 12.9, the total amount set-off under clause 12.2(d)(i) is less than the Tenant Credit Sum, then the difference between the Tenant Credit Sum and the total amount set-off under clause 12.2(d)(i) will be applied to reduce the rent and other amounts payable by Tenant under its Lease on and from the commencement date under its Lease until such time as the difference between the Tenant Credit Sum and the total amount set-off under clause 12.2(d)(i) has been fully expended.

### 12.3 Contractor's payment claims

Where WCC receives a payment claim under the Construction Contract, WCC shall promptly provide a copy of the Contractor's payment claim to each Tenant.

### 12.4 Payment claims

WCC may, at the same time as providing the Contractor's payment claim under the Construction Contract pursuant to clause 12.3, submit a payment claim to a Tenant and the Engineer for any amount due under this Agreement. Each payment claim under this Agreement must specify:

- (a) the identity of this Agreement and the relevant period to which the payment claim relates;
- (b) the amount of the Tenant Credit Sum, if any, against which other amounts have been set off pursuant to clause 12.2(d);
- (c) any Tenant Uplift Works to which the payment claim relates;
- (d) any Tenant Fitout Works to which the payment claim relates;
- (e) any Tenant Variation (Approved) to which the payment claim relates;
- (f) any Extension of Time (Approved) to which the payment claim relates;
- (g) the amount of the payment claim, comprising the following amounts:
  - (i) the amount of any Tenant Uplift Works Costs for the relevant period (together with, where the Tenant Uplift Works Costs relate to the construction of the relevant Tenant Uplift Works, any supporting invoices or payment claims from the Contractor and any subcontractors);
  - (ii) the amount of any Tenant Construction Costs for the relevant period (together with supporting invoices or payment claims from the Contractor and any subcontractors);
  - (iii) the amount of any Tenant Variation Costs for the relevant period (including any cost savings);

- (iv) any other Costs payable by the Tenant to WCC under this agreement (if any); and
- (v) any amounts claimed for all or any materials, plant or equipment relating to, arising out of or connected with the Tenant Fitout Works or the Tenant Uplift Works that has been ordered but not yet delivered (provided that an off-site materials agreement in customary form under which the vendor or supplier has waived any claim to title to the items concerned is in place);
- (h) evidence that all amounts claimed by the Contractor, the Contractor's subcontractors and WCC Consultants for the preceding payment claim period (if any) and which are due and payable have been paid;
- (i) the due date for payment shall be 20 Business Days after the date of the payment claim; and
- (j) if the payment claim is intended to be made under the Construction Contracts Act 2002, state that it is made under that Act.

### 12.5 Provisional Progress Certificates

Within 10 Business Days after a payment claim under this Agreement is submitted by WCC under clause 12.4, the Engineer must, acting impartially, issue a provisional Progress Certificate to WCC and the relevant Tenant, such certificate to remain provisional until the date specified in clause 12.6. Each provisional Progress Certificate must specify:

- (a) the payment claim to which it relates;
- (b) the amount certified by the Engineer as WCC's payment claim, comprising the following amounts:
  - (i) the amount of the Tenant Credit Sum, if any, against which other amounts have been set off pursuant to clause 12.2(d);
  - (ii) the amount of any Tenant Uplift Works Costs (together with, where the Tenant Uplift Work Costs relate to the construction of the relevant Tenant Uplift Works, any supporting invoices or payment claims from the Contractor and any subcontractors);
  - (iii) the amount of any Tenant Construction Costs for the relevant period (together with supporting invoices or payment claims from the Contractor and any subcontractors);
  - (iv) the amount of any Tenant Variation Costs for the relevant period (including any cost savings);
  - (v) any other amounts payable by the Tenant to WCC under this agreement (if any); and
  - (vi) any amounts claimed for all or any materials, plant or equipment relating to, arising out of or connected with the Tenant Fitout Works or the Tenant Uplift Works that has been ordered but not yet delivered (provided that an off-site materials agreement in customary form under which the vendor or supplier has waived claim to title to the items concerned is in place);

less any amounts payable by WCC to the Tenant under this Agreement; and

- (c) if the amount certified by the Engineer is less than the amount of the payment claim:

- (i) the manner in which the sum in the provisional Progress Certificate has been calculated; and
- (ii) the reason for any difference between the sum certified by the Engineer and the amounts the subject of the payment claim.

## 12.6 Progress Certificate

- (a) A party who receives a provisional Progress Certificate may, acting reasonably, separately require the Engineer to make any further amendments to a provisional Progress Certificate provided under clause 12.5. Where a party requires an amendment it must, within five Business Days after a provisional Progress Certificate has been issued by the Engineer, notify any other relevant party and the Engineer of the amendment and, if as a result of the amendment, the amount certified by the Engineer in the provisional Progress Certificate is varied:
  - (i) the manner in which that variation has been calculated; and
  - (ii) the reason for that variation.
- (b) The Engineer must make any amendments requested by that party and reissue the provisional Progress Certificate to the relevant parties within five Business Days, in which case clause 12.6(a) will apply in respect of the reissued provisional Progress Certificate.
- (c) Once the period in clause 12.6(a) has expired, and provided that no party has given notice of any amendments required to a provisional Progress Certificate during that period, the provisional Progress Certificate becomes a Progress Certificate.
- (d) Where the amount certified by the Engineer under clause 12.5(c) is less than the amount required under a payment claim from WCC under clause 12.4, the Tenant must issue a corresponding payment schedule under section 21 of the Construction Contracts Act 2002.
- (e) In the event that the Tenant issues a payment schedule under the Construction Contracts Act 2002 and the scheduled amount is less than the amount finally certified by the Engineer in the Progress Certificate arising under clause 12.6(c), then unless the relevant Tenant claims an Objection in relation to the Progress Certificate within five Business Days of the Progress Certificate arising under clause 12.6(c), the Tenant must pay to WCC the difference between the scheduled amount and the amount finally certified by the Engineer in the Progress Certificate within 10 Business Days of the Progress Certificate arising under clause 12.6(c).

## 12.7 Progress payments

- (a) Each Tenant must pay to WCC the amount shown on a provisional Progress Certificate or a Progress Certificate on or before the date specified in clause 12.4(i) without set-off, counter-claim, withholding or delay. In the event that a Tenant makes payment on account of a provisional Progress Certificate and the amount ultimately payable under the corresponding Progress Certificate is more or less than the amount provided for in the provisional Progress Certificate, then WCC must credit to the Tenant, or the Tenant must pay to WCC, the difference within five Business Days of the provisional Progress Certificate becoming a Progress Certificate.
- (b) Each Tenant may, within 12 Business Days after a payment claim under this Agreement is submitted by WCC under clause 12.4, instruct WCC to claim a principal's deduction in respect of any amount shown on a provisional Progress Certificate or a Progress Certificate which directly relates to an amount payable under a payment claim issued under the Construction Contract, in which case WCC must

claim the principal's deduction in respect of the relevant payment claim under the Construction Contract and the relevant Tenant indemnifies WCC in respect of:

- (i) any legal costs reasonably incurred by WCC on a solicitor-own client basis;
- (ii) any interest payable under the Construction Contract; and
- (iii) any other Claim or Loss suffered or incurred by WCC,

that directly relates to the Tenant's instruction for WCC to claim a principal's deduction in respect of that payment claim under the Construction Contract.

## 12.8 Payment on account

Any payment made by the Tenant to WCC pursuant to clause 12.6 is, as between the relevant Tenant and WCC, made:

- (a) on account only and is not to be conclusive of satisfaction of the Tenant's responsibility under clause 12.2; and
- (b) without prejudice to a dispute about a payment claim, a provisional Progress Certificate or a Progress Certificate.

## 12.9 WCC's final payment claim and Tenant's final progress payment certificate

- (a) Within 10 Business Days of the last to occur of:
  - (i) the end of the relevant Defects Liability Period;
  - (ii) the completion of the making good of any Defects which WCC is required to make good under this Agreement;
  - (iii) submission to the Tenant of all relevant warranties, certificates, records, drawings and other Documents expressly required to be furnished or returned by WCC under this Agreement; or
  - (iv) submission to the Tenant of evidence that all amounts included in previous progress payments to WCC in respect of subcontractors and WCC Consultants have been paid.

WCC must submit to the Tenant its final payment claim (in accordance with clause 12.4 (other than clause 12.4(i)) on the basis that the due date for payment will be determined pursuant to clause 12.9(d)) for the total of all amounts then owing by the Tenant to WCC under this Agreement.

- (b) Within 10 Business Days of receipt of the final payment claim, the Tenant may, acting reasonably, request further information relating to that payment claim from WCC.
- (c) Within 10 Business Days after the later of submission by WCC to the Tenant of its final payment claim or submission by WCC to the Tenant of any further information requested under clause 12.9(b), the Tenant must submit a final progress payment certificate to WCC (in accordance with clause 12.5 as if the final progress payment certificate were a provisional Progress Certificate issued by the Engineer).
- (d) Unless WCC raises an Objection in relation to the final progress payment certificate within 10 Business Days after the final progress payment certificate is received by

WCC under clause 12.9(c) (in which case clause 20 applies), the parties agree that the final progress payment certificate is conclusive evidence of the matters described in it and each relevant party is entitled to payment of any amount owing to it by the other relevant party as evidenced in that final progress certificate on or before the date that is 15 Business Days after the last date on which WCC was entitled to raise an Objection under this clause 12.9(d).

#### 12.10 Retention monies

Subject to the WCC's obligations under the Construction Contract, the Construction Contracts Act 2002 and at Law, where WCC withholds any retentions from the Contractor under the Construction Contract (retention monies), then WCC shall hold any portion of the retention monies that relate to amounts paid by a Tenant to WCC on behalf of and apply those for the benefit of the relevant Tenant.

### 13. GST

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#### 13.1 Definitions

In this Agreement unless the context otherwise requires:

**Act** means the Goods and Services Tax Act 1985;

**basic consideration** means any and all consideration (whether in money or otherwise) to be paid or provided by one party for any supply of goods and services to another party under this Agreement (other than tax payable pursuant to this clause);

**GST** means goods and services tax charged in accordance with the Act; and

**goods, services and taxable supply** have the meanings given to them by the Act.

#### 13.2 Cost reimbursement and GST

If one party is required by this Agreement to reimburse any other party for any cost incurred by the other party and the other party is entitled to a GST input tax credit in respect of that cost, the amount (before application of clause 13.4) that the first party is required to reimburse the other party will be the cost incurred net of the GST input tax credit.

#### 13.3 Consideration not inclusive

The basic consideration is not inclusive of GST.

#### 13.4 Payment of GST

In addition to the basic consideration, the relevant party will pay to the other the amount of all GST chargeable on any taxable supply made by the latter to the former.

#### 13.5 Date of payment

Any amount payable by any party pursuant to clause 13.4 will be payable on the date the amount of basic consideration is payable under this Agreement provided that the other party provides to the first party, within a reasonable time, a valid GST invoice in respect of the supply.

**13.6 Default of payment**

If any party defaults in payment on the due date of any amount payable pursuant to clause 13.4 then, without prejudice to the other party's rights and remedies, the party in default will pay to the relevant party upon demand an amount equal to the amount of any use of money interest or late payment penalty (together, penalties) that becomes chargeable on the other party in relation to the GST pursuant to the Tax Administration Act 1994.

**13.7 Party not in default**

As between the parties the party not in default will not be obliged to pay any GST or penalties or take any other steps to minimise the liability for such tax or penalties until the corresponding payment is received from the defaulting party.

**13.8 Consideration by supply of goods or services**

Where any part of the basic consideration is to be satisfied in whole or in part by the supply to one party of any goods or services, that party will pay to the other party making the supply the amount of all GST chargeable on such supply

**14. WCC insurance**

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**14.1 Contract Works insurance**

- (a) WCC must effect and maintain, or cause to be effected and maintained, a contract works insurance policy for the Contract Works:
  - (i) for the full reinstatement cost of the Contract Works, including a reasonable amount for demolition, the removal of debris, professional fees, delivery and increases to the cost of materials and labour;
  - (ii) in the joint names of WCC, each Tenant and the Contractor; and
  - (iii) from the commencement of the Contract Works until the Practical Completion Date.
- (b) All Costs of obtaining and maintaining the contract works policy will, subject to clause 1.6, be shared pro-rata between the parties having regard to the respective values of the WCC Works and the Tenant Fitout Works.

**14.2 Public liability insurance**

WCC must effect and maintain, or cause to be effected and maintained, a public liability insurance policy:

- (a) covering the liability of WCC, the Contractor and all WCC Consultants and each of their suppliers to third parties (including each relevant Tenant) in relation to, arising out of, or in connection with, the Contract Works;
- (b) for at least \$20,000,000 for any one occurrence and in the aggregate;
- (c) in the joint names of at least WCC and the Contractor; and
- (d) from the commencement of the Contract Works until the Practical Completion Date.

## 15. Tenant insurance

### 15.1 Tenant Fitout Works and Specialist Fitout insurance

Each Tenant must effect and maintain, or cause to be effected and maintained, a contract works insurance policy for its Tenant Fitout Works (if applicable) and its Specialist Fitout.

- (a) for the full reinstatement cost, including professional fees, delivery and increases to the cost of plant, materials, equipment furniture, fixtures, fittings and equipment;
- (b) in the joint names of the Tenant and WCC; and
- (c) from the earlier of the commencement of the carrying out of the Tenant Fitout Works (if applicable) or the Specialist Fitout and until practical completion of those works.

### 15.2 Public liability insurance

Each Tenant must effect and maintain, or cause to be effected and maintained, a public liability insurance policy:

- (a) covering the liability of the Tenant, all Tenant Agents, subcontractors and each of their suppliers to third parties (including WCC) in relation to, arising out of, or in connection with the Specialist Fitout;
- (b) for:
  - (i) in the case of NZSO, at least \$10,000,000 for any one occurrence and in the aggregate; and
  - (ii) in the case of VUW, at least \$20,000,000 for any occurrence and in the aggregate.
- (c) in the joint names of at least WCC, each Tenant and the Contractor; and
- (d) from the earlier of the commencement of the carrying out of the Tenant Fitout Works (if applicable) or the Specialist Fitout and until the Commencement Date under its Lease.

## 16. Insurance Requirements

### 16.1 Insurers

The insurance required under clause 14 and clause 15 must be effected with an insurer which has a minimum long term Standard & Poor's credit rating of "A-". If the Standard & Poor's credit rating of the insurer falls below "A-", the insuring party must ensure that replacement insurance is effected within a reasonable time with an insurer which has a minimum long term Standard & Poor's credit rating of "A-".

### 16.2 Terms of insurance

- (a) The insurance required under clause 14 and clause 15 must be effected on terms which a prudent and experienced contractor, consultant or supplier performing work of a nature similar to the work the subject of the insurance could reasonably be expected to obtain.

- (b) All contract works and public liability policies must include a waiver and cross liability clause in which the insurer agrees:
- (i) to waive all rights of subrogation or action against any of the people comprising the insured;
  - (ii) the term "insured" applies to each of the people comprising the insured as if a separate policy of insurance had been issued to each of them (subject to the overall sum insured not being increased); and
  - (iii) any non-disclosure, breach of duty or other act or omission of one insured does not prejudice the right of any other insured to claim under the insurance.

### 16.3 Excesses

As between the parties each insuring party must pay any excess payable under any insurance policy required to be effected by clauses 14 and 15.

### 16.4 Evidence of insurance

Each insuring party must:

- (a) before commencing any work that is relevant to the insurance that it is obliged to obtain under this Agreement; and
- (b) within 10 Business Days after a request by the non-insuring party,

provide, or procure provision of, evidence, to the non-insuring party's reasonable satisfaction, (including producing a certificate of currency), that the insuring party and its related entities have obtained and maintained insurance as required by clause 14 or 15.

### 16.5 Failure to insure

- (a) If the insuring party fails to:
  - (i) effect or maintain insurance in accordance with clause 14 or 15 (as the case may be);
  - (ii) have any related entity of it effect or maintain any insurance in accordance with clause 14 or 15 (as the case may be); or
  - (iii) provide or procure evidence of insurance in accordance with clause 16.4,

the non-insuring party may:

- (iv) effect and maintain that insurance; and
- (v) pay the necessary premiums,

on the insuring party's behalf and the reasonable costs and expenses incurred by the non-insuring party in doing so will be a debt due and payable on demand by the insuring party to the non-insuring party.

- (b) This clause 16.5 is in addition to, and does not limit, the non-insuring party's other rights and entitlements under this Agreement.

## 17. Default and termination

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### 17.1 Termination

This Agreement may be terminated in relation to a Tenant:

- (a) by WCC or the relevant Tenant, if the other commits, permits or suffers to occur any material breach or default in the due and punctual observance and performance of any of the covenants obligations and provisions on its part expressed or implied in this agreement (unless the non-performance or no observance has been waived by the non-defaulting party) and such breach or default is not rectified within 20 Business Days of WCC or the Tenant (as the case may be) notifying the other to do so or where the breach or default is incapable of rectification within 20 Business Days, such breach or default is not commenced to be rectified and rectification is not then being diligently pursued to the reasonable satisfaction of WCC or the Tenant (as the case may be);
- (b) by notice from WCC to a Tenant where expressly provided for in this Agreement;
- (c) by notice from a Tenant to WCC where expressly provided for in this Agreement;
- (d) by notice from WCC or a Tenant to the other party if an Insolvency Event occurs in respect of the other party; or
- (e) by notice from WCC or a Tenant to the other party if the other party transfers, assigns, declares a trust, parts with possession of, charges or otherwise encumbers its interests pursuant to this Agreement, otherwise than in accordance with this Agreement without the prior consent of the other.

### 17.2 Consequences of termination

Where this Agreement is terminated pursuant to clause 17.1 as a result of a default by a other party or due to an Insolvency Event occurring in respect of an other party, then any party that is not in default may (whether or not the party not in default is entitled to or has terminated this Agreement) make a Claim against any party that is in default or in respect of which an Insolvency Event has occurred in respect of any Loss or Claim suffered or incurred by that party in relation to, arising out of or in connection with that default or Insolvency Event, subject always to clause 17.6.

### 17.3 Interest

If a party fails to make any payment (other than GST payable under clause 13) under this Agreement on the date it is due, then that party will pay interest to the party entitled to such payment on the amount unpaid, calculated on a daily basis from the due date until payment. The interest will be calculated at the rate of five percentage points above the Bank Bill Benchmark Rate prevailing in New Zealand as at the date on which payment was due and if not paid, will compound monthly. This provision is without prejudice to any other right or remedy available to the party entitled to the payment.

### 17.4 Property in works on termination

Where this agreement is terminated pursuant to this clause 17, the property in any building structure, erection or other improvement or any fixture, fitting, plant, machinery, equipment or other article constructed or carried out on or attached to the Building will on such termination (and subject to the outcome of any application by the Tenant for relief against cancellation), without limiting any action or remedy of the non-defaulting party under clause 17.1, remain with WCC unless paid for by the Tenant. If paid for by the Tenant, the Tenant shall at its

election be entitled to remove any or all of such item subject to making good any damage caused by such removal and at such times as may be acceptable to WCC (acting reasonably) or, where a Tenant has terminated the Agreement in accordance with clause 17.1(a) the Tenant may require WCC to purchase from the Tenant any or all of such items at their then-current market value which, if not agreed, may be referred by any party for determination pursuant to clause 20.2.

## 17.5 Force Majeure

- (a) A party will not be liable to the others, if a party is unable to comply with any obligation imposed on it under this Agreement during the time and to the extent that such performance is prevented, wholly or substantially, as a result of a Force Majeure Event. The party affected must:
- (i) notify the other parties as soon as practicable after the Force Majeure Event occurs and provide full information concerning the Force Majeure Event including:
    - (A) the extent of its inability to perform;
    - (B) an estimate of the time likely to be required to overcome the Force Majeure Event; and
    - (C) the steps the affected party proposes to take to bring the Force Majeure Event to an end;
  - (ii) use all reasonable endeavours to remedy or mitigate the effect of the Force Majeure Event and minimise the impact on its obligations and on the other party; and
  - (iii) use all reasonable endeavours to complete its obligations under this Agreement as far as practicable,

provided that nothing in this clause 17.5(a) prevents WCC from claiming an Extension of Time in respect of a Force Majeure Event (on the basis it comprises a Delay Event).

- (b) If the Force Majeure Event continues for a period of time such that it gives rise to a concern for any party, on reasonable grounds, that Practical Completion will not occur by the Sunset Date (including, where relevant as adjusted pursuant to clause 11.4(c)), then any other party (**notifying party**) may either raise an Objection or refer the matter to the Expert pursuant to clause 20.2. If it is finally determined by the Expert that Practical Completion will not occur by the Sunset Date then this Agreement shall terminate as against all parties immediately upon such determination being given.

## 17.6 Indirect and consequential losses

Despite anything to the contrary express or implied in this Agreement, in no circumstances is a party entitled to make a Claim against any other party to recover any loss of profits or pure economic loss or any indirect, special or consequential loss or liability.

## 18. Other dealings

### 18.1 Assignment

- (a) Neither Tenant is entitled to assign, whether individually or together with the other Tenant, its interest in this Agreement to any person.

- (b) WCC may not, without the prior consent of the Tenants, assign any of its interest in this Agreement to any person prior to the expiry of the Defects Liability Period otherwise than as part of a sale of the Building pursuant to clause 18.2.

## 18.2 Sale of the Building

Subject to clause 18.3, WCC may not sell, transfer, lease (other than under the Leases), or dispose of its interest in the Building prior to the end of the relevant Defects Liability Period without the prior consent of the Tenants which consent may, before the Practical Completion Date, be given or withheld in respect of a proposed sale, transfer or disposal in each Tenant's discretion.

## 18.3 Deed of covenant

Any sale, transfer or disposal by WCC under clause 18.2 is conditional upon WCC procuring the purchaser to execute a deed of covenant (in a form approved by each Tenant (acting reasonably) and prepared by WCC) which:

- (a) provides for the assignment of WCC's interest in this Agreement (to the extent relevant to the interest being disposed of to the purchaser);
- (b) includes covenants by the purchaser direct with the Tenant that the purchaser will comply with WCC's obligations under this Agreement (to the extent that those obligations relate to the interest being disposed of to the purchaser) and that such purchaser takes its interest subject to the Tenants' rights under this Agreement and the Lease;
- (c) acknowledges the Tenant's continuing rights and obligations under this Agreement; and
- (d) is executed by WCC, the Tenants and the purchaser.

## 18.4 Separate accommodation for VUW

- (a) WCC must (by no later than 31 July 2018):
  - (i) make available for development by WCC, and thereafter for lease by VUW, those areas within MFC shown on the plans included in Schedule 5; or
  - (ii) if those areas within the MFC cannot be made available for development by WCC, cannot be leased by VUW, or both, in accordance with the terms set out in Schedule 5, make available for development by WCC, and thereafter for lease by VUW, other areas elsewhere on the Land which are acceptable to VUW (acting reasonably),

provided that in each instance the relevant area must be able to be lawfully developed by WCC (including WCC being able to obtain all necessary Approvals to develop and lease the relevant areas) and thereafter leased by VUW in accordance with the terms set out in Schedule 5.

- (b) In the event that:
  - (i) WCC is able to make available for development by WCC and thereafter lease by VUW those areas described in clause 18.4(a) by 31 July 2018, WCC and VUW agree, in good faith, to use all reasonable endeavours to negotiate and agree an agreement to lease and a lease for those areas between WCC (as landlord) and VUW (as tenant), such agreement to lease and lease to be based on and incorporate the terms set out in Schedule 5; or

- (ii) WCC is unable to make available for development by WCC and thereafter lease by VUW those areas described in clause 18.4(a) by 31 July 2018, then within 30 days following 31 July 2018, VUW shall be entitled to terminate this Agreement with immediate effect by providing 14 Business Days' notice in writing to WCC.
- (c) Without limiting clause 18.4(b)(i), as part of any negotiations between WCC and VUW in respect of the agreement to lease and lease referred to in clause 18.4(b)(i), WCC and VUW agree that, where it is practicable and cost-efficient for both parties, to procure any works required to create the relevant areas as a variation under the Construction Contract.

## 18.5 Separate accommodation for NZSO

WCC and NZSO will give effect to the terms of the agreement between them (if any), set out in Schedule 5, relating to the provision and lease of additional space on the Land that NZSO considers suitable for uses ancillary to its proposed use of the Premises and other areas available under the Lease. Such uses may include a players' "green room", office space, library and practice rooms.

## 19. Project Control Group

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### 19.1 PCG Members

- (a) The Project Control Group is comprised of the following members:
  - (i) the Representatives;
  - (ii) a representative from Athfield Architects Limited;
  - (iii) representative from Rider Levett Bucknall;
  - (iv) the Contractor (once engaged pursuant to the Construction Contract); and
  - (v) the Engineer,

(each a **PCG Member**) and is to be established by the parties as soon as practicable after the Conditional Date.
- (b) Other members may be added to the Project Control Group as may be agreed by the parties following the Conditional Date.
- (c) The parties acknowledge and agree that it is anticipated that the Project Control Group will be expanded as necessary to include a representative of any other significant tenant of WCC in the Building as a member.

### 19.2 Responsibility of Project Control Group

The Project Control Group's primary responsibilities are to govern, facilitate, control, integrate and co-ordinate the Project, to make decisions in respect of the subject matter of this Agreement (save for decisions which are to be made by a particular party) and to monitor and review:

- (a) the Programme and the due adherence with the Programme;
- (b) the progress of each Tenant's Fitout Works Design;

- (c) the quality of the Contract Works; and
- (d) the due construction and completion of the Contract Works in conformity with all Project Approvals and in compliance with this Agreement.

### 19.3 Substitutions

If any PCG Member becomes unable or unwilling to continue to act, then the party appointing such PCG Member or on whose behalf they are acting, must, by notice, appoint in their place an alternative PCG Member (such alternative member or representative to be approved by all other parties).

### 19.4 Meetings

- (a) The Project Control Group must meet at such times as and when reasonably requested by a PCG Member but in any event at intervals not greater than one month, unless otherwise resolved unanimously by the PCG Members.
- (b) The chairperson of the Project Control Group is the Engineer. The Engineer must ensure that:
  - (i) due notice of meetings is given to other PCG Members of the Project Control Group;
  - (ii) meetings are held with appropriate formality;
  - (iii) sufficiently detailed minutes of meetings are kept and circulated to all PCG Members after each meeting and before the holding of the next meeting; and
  - (iv) the minutes from the previous meeting are approved at that next meeting.
- (c) Any PCG Member may, by providing no less than three Business Days prior notice to all other PCG Members, require the convening of a special meeting of the Project Control Group.
- (d) Any PCG Member may (after consultation and agreement with the other PCG Members) require attendance of any other relevant person at the whole or part of a Project Control Group meeting.

### 19.5 PCG Decisions

- (a) All decisions of the Project Control Group must be agreed between all PCG Members, but a Tenant Representative is only entitled to participate and vote in respect of decisions that are material and relevant to the Tenant. The minutes of the meeting will confirm, as applicable, whether or not the relevant approval or consent has been given by a party.
- (b) Each party must abide by decisions of the Project Control Group, except to the extent that such a decision is inconsistent with a party's rights under this Agreement or causes, or could reasonably be expected to cause, a party to be in breach of this Agreement.

### 19.6 Responsibilities of members of Project Control Group

Each party must ensure that its PCG Member is present at all Project Control Group meetings and is available as and when reasonably required for the purpose of this Agreement.

## 20. Objections, Dispute Resolution and Arbitration

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### 20.1 Resolution by the parties

- (a) Except where inconsistent with the other provisions of this Agreement:
  - (i) in all cases where it is not expressly provided under this Agreement that a dispute will be referred to an expert for determination, if a dispute arises between any of the parties it must be first dealt with in accordance with this clause 20.1;
  - (ii) all Objections must be first dealt with in accordance with this clause 20.1.
- (b) Unless a party has first complied with clauses 20.1(c) to 20.1(f) (inclusive), that party may not refer any dispute outlined in clause 20.1(a) or any Objection to expert determination or arbitration.
- (c) Any party claiming that a dispute has arisen as outlined in clause 20.1(a) or that a party has an Objection shall give notice to the other party or parties to the dispute or Objection that a dispute or Objection has arisen.
- (d) The Representatives of the parties to the dispute or the Objection must meet within five Business Days after receipt of the notice under clause 20.1(c) and must use their reasonable endeavours to agree, in good faith, on a resolution of the dispute or the Objection.
- (e) If agreement is not reached within 10 Business Days of receipt of the notice under clause 20.1(c) each party to the dispute or the Objection shall immediately refer the dispute or Objection to a senior person in its organisation to be nominated by that party, such as a chief executive officer, chief operating officer, chief financial officer, managing director or such other senior person that the party considers appropriate in the circumstances (the **Senior Representative**) and give notice to the other party or parties to the dispute or Objection of the identity of their nominated Senior Representative within 15 Business Days of the date of the notice under clause 20.1(c).
- (f) The Senior Representatives must meet within five Business Days after the last notice of their nomination has been given under clause 20.1(e) and must use their reasonable endeavours to agree, in good faith, on a resolution of the dispute or Objection.
- (g) If agreement is not reached between the Senior Representatives within 10 Business Days after the last notice of their nomination has been given under clause 20.1(e), any party to the dispute or the party that has the Objection may require the dispute to be determined by referral to expert determination or arbitration by giving notice to the other party to the dispute or Objection requiring the dispute or Objection to proceed to expert determination in accordance with clause 20.2 or arbitration in accordance with clause 20.3.

### 20.2 Expert Determination

- (a) All disputes or Objections which the parties have agreed to refer to an expert for determination in this Agreement will be dealt with in accordance with this clause 20.2.
- (b) If a dispute or Objection is referred to an expert for determination under this Agreement, any party may formally commence the expert determination procedure by serving a notice on the other party recording the issue to be determined and identifying the issuing party's nominated expert.

- (c) The recipient of a notice under clause 20.2 (b) must respond to the notice within five Business Days of receipt of the notice by either:
  - (i) accepting the nominated expert for appointment as the expert; or
  - (ii) proposing its own nominee for appointment as the expert.
- (d) If the relevant parties are unable to agree on the appointment of an expert within five Business Days of receipt of the notice under clause 20.2 (c), then an expert is to be appointed by the President of AMINZ on the application of any of the relevant.
- (e) The parties acknowledge that the dispute or Objection is to be determined promptly, cost effectively, fairly, and in a manner which is proportionate to the issues in dispute.
- (f) The chosen or appointed expert (**Expert**) is to determine the dispute or Objection acting as an expert and not as an arbitrator.
- (g) In determining the dispute or Objection, the Expert is to act independently and impartially, and shall otherwise comply with the AMINZ Code of Ethics, and shall discharge the duties of the expert in accordance with all guidance notes, protocols and relevant procedures issued by AMINZ from time to time.
- (h) The Expert shall adopt procedures commensurate with the objectives outlined in clause 20.2(e) above, including in his or her discretion:
  - (i) organising a preliminary conference;
  - (ii) calling for submissions, disclosure of documents and provision of witness statements from the parties;
  - (iii) scheduling a conference of the parties to enable the Expert to discuss the dispute or Objection and to clarify any issues raised by the dispute;
  - (iv) conducting any site visits or other investigations; and
  - (v) any other measure reasonably required to enable the Expert to determine the dispute or Objection.
- (i) The parties acknowledge that the determination of the dispute or the Objection by the Expert is to be conducted in private, and unless the parties to the dispute agree otherwise, no document prepared or provided for the purposes of the determination, including the Expert's decision, and no proceedings of the Expert, are to be disclosed to any other party.
- (j) The Expert is to provide a decision on the dispute or Objection in writing with reasons within 30 Business Days of confirmation of the Expert's appointment. In reaching the decision, the Expert is to take account of the submissions and other supporting information provided by the parties to the dispute or Objection, the Expert's own investigations, the Expert's own knowledge and expertise in relation to the matters in dispute or Objection and any other issue which the expert considers relevant.
- (k) The decision of the Expert on the dispute or Objection shall be final and binding on the parties to the dispute.
- (l) The parties to the dispute are to share equally in the costs and expenses of the Expert.

- (m) Unless the Expert directs otherwise in the determination, interest will be payable on the amount due at the same rate as a judgment debt. The interest will be calculated on a daily basis from the date of determination until the date of payment.

### 20.3 Arbitration

- (a) All disputes or Objections which have been referred to arbitration under this Agreement will be dealt with in accordance with this clause 20.3.
- (b) Any arbitration will be determined by a single arbitrator in accordance with the provisions of the New Zealand Arbitration Act 1996.
- (c) If a dispute or Objection is referred to arbitration under this Agreement, any party to the dispute may formally commence the arbitration by serving a notice on the other party recording the issue to be determined and identifying the issuing party's nominated arbitrator.
- (d) The recipient of a notice under clause 20.3(c) must respond to the notice within five Business days of receipt of the notice of dispute by either:
  - (i) accepting the nominee for appointment as the arbitrator; or
  - (ii) proposing its own nominee for appointment.
- (e) If the relevant parties are unable to agree on the appointment of an arbitrator within five Business days of receipt of the notice under 20.2 (c), then an arbitrator is to be appointed by the President of AMINZ on the application of any of the parties to the dispute or the Objection.
- (f) Any arbitrator will:
  - (i) be suitably qualified for this purpose in matters relevant to the dispute or the Objection; and
  - (ii) be independent of any party to the dispute or the Objection.
- (g) The place of arbitration will be Wellington, and the law applicable to the arbitral proceedings and the matters in dispute will be New Zealand law.
- (h) Any determination of the subject of the referral to arbitration under clause 20.1(g) shall be final and binding.
- (i) The arbitrator may award interest on any amount due and payable on the award at such rate and for such period as the arbitrator considers just, down to the date of the award.

### 20.4 Injunctive or urgent relief

Nothing in clauses 20.1 – 20.3 (inclusive) prejudices any party's right to commence proceedings to seek injunctive relief or any other form of interim relief in respect of a dispute.

### 20.5 Obligations while dispute resolution in progress

If a dispute or Objection is to be referred, or already has been referred, to:

- (a) negotiation between the relevant parties under clause 20.1;

- (b) expert determination under clause 20.2; or
- (c) arbitration under clause 20.3.

the parties must, except to the extent they are prevented from doing so pending determination or resolution of the dispute or the Objection, continue to meet their respective obligations under this Agreement as if no dispute or Objection had arisen (for clarity, the parties may not exercise their rights of termination in relation to the matter in dispute or the Objection under this Agreement during the process outlined in this clause 20).

## 21. Engrossment and grant of the Lease

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### 21.1 Lease

WCC agrees to lease to each Tenant, and each Tenant agrees to lease from WCC, its Premises together with non-exclusive rights to use the Common Areas, on the terms of, and subject to the covenants and conditions contained in, this Agreement and the Lease from the relevant Commencement Date.

### 21.2 WCC to prepare

WCC must, in accordance with the Programme, arrange for the form of Lease:

- (a) between WCC and NZSO in respect of the NZSO Premises to be engrossed (in duplicate) and delivered to NZSO for execution; and
- (b) between WCC and VUW in respect of the VUW Premises to be engrossed (in duplicate) and delivered to VUW for execution.

### 21.3 Tenants to execute

Each Tenant must arrange for its Lease as received from WCC under clause 21.1 to be executed by the Tenant (in duplicate) in accordance with all relevant Laws and delivered to WCC for execution in accordance with the Programme.

### 21.4 WCC to execute

WCC must arrange for each Lease as received from each Tenant under clause 21.3 to be executed by WCC (in duplicate) in accordance with all relevant Laws and, once executed, must deliver one fully executed version of the Lease to the Tenant.

### 21.5 Pending execution

Pending execution of the Lease by all parties, the parties to them will be bound by their respective terms and conditions from the Commencement Date as if they had been properly executed.

### 21.6 Building Services Performance Criteria

The parties acknowledge and agree that:

- (a) as at the Effective Date, the Building Services Performance Criteria (as it forms part of the WCC Works Detailed Design (Approved)) did not take into account the impact on the Building and the Building Services of, or respond to, each set of Tenant Fitout Works;

- (b) it is their shared intention that the Building Services Performance Criteria should ultimately take into account the impact on the Building and the Building Services of, and respond to, each set of Tenant Fitout Works;
- (c) subject to clause 21.6(d), once each Tenant's Tenant Fitout Works Detailed Design (Approved) exists, and prior to the earliest Commencement Date, the parties will, in good faith and having regard to the relationship principles in clause 1.1, use all reasonable endeavours to agree such amendments to the Building Services Performance Criteria as may be necessary to reflect their shared intention as described in clause 21.6(b);
- (d) nothing in clause 21.6(c) requires WCC to accept a WCC Detriment arising as a result of the Building being unable to perform in accordance with the Building Services Performance Criteria (as it forms part of the WCC Works Detailed Design (Approved) or otherwise);
- (e) in the event the parties cannot agree on any or all amendments to the Building Services Performance Criteria, any party may raise an Objection which will be dealt with in accordance with clause 20; and
- (f) the Building Services Performance Criteria which is to be inserted in Schedule 11 to the Lease will comprise:
  - (i) if the parties are unable to agree any amendments under clause 21.6(c) and no Objection is raised by any party, the Building Services Performance Criteria as it forms part of the WCC Works Detailed Design (Approved);
  - (ii) if the parties are unable to agree any amendments under clause 21.6(c) and an Objection is raised, but is not determined prior to the relevant Lease's Commencement Date, the Building Services Performance Criteria as it forms part of the WCC Works Detailed Design (Approved) provided that, following final determination of the Objection, the form of the Building Services Performance Criteria so determined will be inserted into and replace Schedule 11 of the Lease; or
  - (iii) if the parties are able to agree amendments under clause 21.6(c), the amended form of Building Services Performance Criteria.

## 21A VUW Car Parks

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- 21A.1 This clause 21A only applies to WCC and VUW.
- 21A.2 WCC agrees to:
  - (a) use its best endeavours to identify and make available a total of five Immediate Vicinity Car Parks for inclusion in the Lease granted to VUW; and
  - (b) use its reasonable endeavours to identify and make available a total of 11 General Vicinity Car Parks for inclusion in the Lease granted to VUW.
- 21A.3 WCC will notify VUW no later than 60 Business Days prior to the Commencement Date as to the number and location of any Immediate Vicinity Car Parks and General Vicinity Car Parks which WCC is able to make available for inclusion in the Lease granted to VUW.
- 21A.4 When engrossing the Lease to be granted to VUW, WCC will, despite anything to the contrary in the Lease Particulars, specify at Item 2 the number and location of the Immediate Vicinity Car Parks and General Vicinity Car Parks as notified to VUW under clause 21A.3.

21A.5 For the purposes of this clause 21A:

- (a) **Civic Precinct** has the same meaning as in the Lease;
- (b) **General Vicinity Car Parks** means car parks located within a reasonable proximity (being within a 400m radius of the Civic Precinct); and
- (c) **Immediate Vicinity Car Parks** means car parks located within the Civic Precinct.

## 21B Right of First Refusal – Mayoral Suite

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21B.1 If at any time prior to the Commencement Date of both Leases to be granted pursuant to clause 21:

- (a) the Mayoral Suite becomes available for lease and WCC wishes to lease out the Mayoral Suite; and
- (b) the Tenants have duly and punctually observed the terms of this Agreement,

then clause 21B.2 shall apply.

21B.2 Where clause 21B.1 applies:

- (a) WCC shall provide the Tenants (and no other party) with 30 Business Days' notice prior to it vacating the Mayoral Suite, such notice to specify the terms and conditions on which WCC would be prepared to lease the Mayoral Suite to one or both Tenants (**Mayoral Suite Notice**);
- (b) following receipt of the Mayoral Suite Notice, the Tenants shall enter into discussions with each other with a view to reaching agreement on how they will divide occupancy of the Mayoral Suite within 30 Business Days after the receipt of the Mayoral Suite Notice. Such occupancy may be by either a Tenant on a sole basis, or shared by the Tenants;
- (c) upon the Tenants reaching agreement on the occupancy of the Mayoral Suite (subject to the terms and conditions specified in the Mayoral Suite Notice), the Tenants shall jointly notify WCC of such occupancy agreement within 30 Business Days after the receipt of the Mayoral Suite Notice (**Mayoral Suite Notice Period**);
- (d) WCC shall, within 10 Business Days of receipt of a notice under clause 21B.2(c), notify the Tenants whether it approves the occupancy agreement reached between them (such approval not to be unreasonably withheld), provided that:
  - (i) if WCC approves, then clause 21B.2(e) applies; and
  - (ii) if WCC does not approve, then clause 21B.3 applies; and
- (e) where WCC has approved the occupancy agreement pursuant to clause 21B.2(d), then the giving of the Mayoral Suite Notice for the Mayoral Suite, and the notice given by WCC pursuant to clause 21B.2(d) together constitute an agreement to lease the Mayoral Suite upon the terms and conditions specified in the Mayoral Suite Notice and the notice given by WCC under clause 21B.2(d). WCC and the relevant Tenant or Tenants (as applicable) will then take all necessary steps to complete a formal deed of lease promptly on the approved terms.

21B.3 If

- (a) the Tenants:
- (i) do not within the Mayoral Suite Notice Period reach agreement with each other; or
  - (ii) do not within the Mayoral Suite Notice Period give a notice under 21B.3(c); or
- (b) WCC does not accept the occupancy agreement between the Tenants pursuant to clause 21B.2(d),

then for the nine month period from the expiration of the Mayoral Suite Notice Period, WCC will be at liberty to lease the Mayoral Suite to any other person (other than the Tenants) on such terms and conditions which (when viewed as a whole) are no more favourable to a tenant than the terms and conditions set out in the Mayoral Suite Notice and the terms and conditions specified in the notice given under clause 21B.2(d), if applicable.

- 21B.4 If, during such nine month period WCC proposes to lease any part of the Mayoral Suite on terms and conditions which (when viewed as a whole) are more favourable to a tenant than those set out in the Mayoral Suite Notice and the terms and conditions specified in the notice given under clause 21B.2(d), or the nine month time period has elapsed, the right of first refusal under clause 21B.2 will then apply.
- 21B.5 In the event the Mayoral Suite becomes available for lease, WCC wishes to lease it out, and only one Tenant has duly and punctually observed the terms of this Agreement (**Observing Tenant**), then WCC will only issue a Mayoral Suite Notice to the Observing Tenant, clauses 21B.2 to 21B.3 will be deemed to be amended so as to remove reference to the non-observing Tenant, and WCC and the Observing Tenant will be relieved from engaging with the non-observing Tenant for the purposes of clauses 21B.2 to 21B.3 and the Mayoral Suite Notice issued pursuant to this clause 21B.5.
- 21B.6 For the purposes of this clause 21B, **Mayoral Suite** has the same meaning as in clause 51 the Lease.
- 21B.7 Notwithstanding any other clauses in the Leases, until such time as both Leases have commenced, this clause 21B.7 will prevail over clauses 51.5 to 51.10 (or those clauses which are equivalent to clauses 51.5 to 51.10 as set out in the Leases attached in Appendix 7) of the Leases.

## 21C Right of First Refusal – Municipal Office Building

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- 21C.1 If at any time prior to the Commencement Date of NZSO's Lease, WCC wishes to lease to any person all or part of Level 1 and the relevant part of Level 2 of the Municipal Office Building as shown on the Municipal Office Building Plans (**NZSO RFR Premises**), then provided that NZSO has duly and punctually observed the terms of this Agreement, clause 21C.3 shall apply as between WCC and NZSO (as Tenant), with the NZSO RFR Premises being the RFR Premises.
- 21C.2 If at any time prior to the Commencement Date of VUW's Lease, WCC wishes to lease to any person all or part of relevant part of Level 2, Level 3, Level 4, Level 5 or Level 6 of the Municipal Office Building as shown on the Municipal Office Building Plans (**VUW RFR Premises**), then provided that VUW has duly and punctually observed the terms of this Agreement, clause 21C.3 shall apply as between WCC and VUW (as Tenant), with the VUW RFR Premises being the RFR Premises.
- 21C.3 Where clauses 21C.1 or 21C.2 apply:
- (a) WCC shall first offer to lease the RFR Premises to the Tenant by delivering to the Tenant a written notice offering to lease the RFR Premises to the Tenant and setting

out all of the terms and conditions upon which WCC is prepared to lease the RFR Premises (**MOB Offer**).

- (b) the Tenant shall have a period of 60 Business Days from receipt of the MOB Offer (**MOB Offer Period**) within which to accept the MOB Offer by notifying WCC (**MOB Acceptance Notice**);
- (c) if the Tenant gives a MOB Acceptance Notice within the MOB Offer Period, then WCC and the Tenant shall be lawfully bound by the MOB Offer, and WCC shall lease and the Tenant shall take on lease the RFR Premises on the terms and conditions of the MOB Offer; and
- (d) if the Tenant does not accept the MOB Offer within the MOB Offer Period, then for a nine month period from the earlier of:
  - (i) the date of expiry of the MOB Offer Period; and
  - (ii) the date the Tenant notifies WCC in writing that it does not wish to accept the MOB Offer,

WCC may lease the RFR Premises to any other person, provided that the terms and conditions of any such lease (**Third Party Offer Terms**) are not more favourable to a tenant than those set out in the MOB Offer. If WCC wishes to offer Third Party Offer Terms that are more favourable to a tenant than those set out in the MOB Offer, WCC must first re-offer to lease the RFR Premises to the Tenant on those Third Party Offer Terms. Any re-offer shall be made by WCC delivering to the Tenant a further offer specifying the Third Party Offer Terms. The provisions of this clause 21C.3 shall apply to each such re-offer as if it were the first MOB Offer provided that the MOB Offer Period shall be 20 Business Days.

21C.4 If WCC (or any successor in title) wishes to dispose in any way (including by sale, transfer or lease) of all or part of its interest in the Municipal Office Building prior to the Commencement Date of both Leases, WCC must, unless the disponee also takes a transfer of WCC's rights and obligations under this Agreement, first obtain from such disponee a deed of covenant in favour of the Tenants (or if one Lease has commenced, then the Tenant whose Lease has not commenced) (on terms acceptable to the Tenants or Tenant as applicable, acting reasonably) requiring the disponee to comply with WCC's obligations under clauses 21C.1 to 21C.4 (and upon entry into such deed clauses 21C.1 to 21C.4 will cease to have any further force or effect as between WCC and the Tenants).

21C.5 For the purposes of this clause 21C:

- (a) **Municipal Office Building** means:
  - (i) the building known as at the date of this Agreement as the "Municipal Office Building" situated on the Land; or
  - (ii) any redeveloped or new building constructed substantially on the site of the "Municipal Office Building" (to the extent it has levels or areas which are equivalent or similar to the RFR Premises);
- (b) **Municipal Office Building Plans** means the plan attached at the Fifteenth Schedule to the Lease; and
- (c) **RFR Premises** means the NZSO RFR Premises or the VUW RFR Premises as applicable

## 21D Signage

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- 21D.1 The parties acknowledge and agree that WCC and the Tenants are required to reach agreement on the initial locations for the placement of their respective signs, names, name plates, signboards, or advertisements (**Signs**) on the exterior of the Building by the date which is six months after the Commencement Date of the first Lease. The parties agree that WCC and the Tenants will negotiate in good faith with each other to agree a mutually acceptable arrangement for the initial placement of Signs on the exterior of the Building, within the areas outlined in the Signage Plans, by WCC and the Tenants.
- 21D.2 In the event that WCC and the Tenants fail to reach agreement on the initial placement of Signs on the exterior of the Building by the date which is six months after the Commencement Date of the first Lease, then any party may claim an Objection which will be dealt with in accordance with clause 20.

## 22. Representation, Approvals and Delegations

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### 22.1 Appointment of Representative individuals

The parties acknowledge and agree that each Representative will be responsible for and have the authority to:

- (a) manage and administer the relevant party's rights and obligations under and pursuant to this Agreement, including any consultative process;
- (b) take and give such decisions in respect of the Project, including providing consents or approvals, on behalf of the relevant party as may be necessary from time to time in accordance with this Agreement, other than any communications which, under this Agreement, are expressly the duty of any other specified person; and
- (c) declare that a dispute exists in accordance with this Agreement (for clarity, a dispute between the parties will not exist unless this is notified by one Representative another Representative and this power cannot be delegated and all clauses in this Agreement relating to disputes are to be interpreted subject to this requirement).

### 22.2 Reliance on Representatives

- (a) Subject to clause 22.2(b), each party may rely fully in all respects upon any decision or instruction given in any notices received from any other party's Representative. Each party will be bound by the decisions and instructions of its Representative, except to the extent that such matters are qualified.
- (b) No such notice will have the effect of varying the provisions of this Agreement, the Lease or the Construction Contract, unless the notice has been formally signed by the person holding the delegated authority to do so.

### 22.3 Named individuals

A party may replace its Representative from time to time with a suitably experienced and senior person, but notification of such replacement must be given to the other parties at least five Business Days prior to any Project Control Group meeting.

### 22.4 Delegation of duties

- (a) Each Representative may delegate authority to carry out certain duties or roles on their behalf from time to time. Each party will ensure that its Representative acts

proactively to provide such delegated authorities, as reasonably necessary, to facilitate adherence to the Programme.

- (b) Any delegation must be in writing and:
- (i) must clearly state the scope of delegated authority;
  - (ii) where it will result in the delegate directly communicating with the other parties, will be notified to the other parties; and
  - (iii) may be revoked or varied at any time by notice to the delegate and the other parties.
- (c) While a delegation is in effect, a party may rely fully in all respects on any decision or instruction received in writing from the delegate as if the decision or instruction had come from the relevant Representative, provided that the decision or instruction clearly falls within the scope of the delegation.
- (d) Unless agreed by the other Representatives, a Representative is not permitted to delegate the authority in clause 22.4(a) to declare disputes in accordance with this Agreement.

## 23. Service

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### 23.1 Requirements

- (a) Any notice, waiver, consent, request, approval or communication which is given, submitted, sent, made, issued or served by a party under or in connection with this Agreement is only effective and binding if it is:
- (i) in writing;
  - (ii) by email to a party named in this clause;
  - (iii) addressed to a party and marked for the attention of the person or officer on behalf of a party shown below:

**WCC:**

Name: Bede Crestani  
 Email address: Bede.Crestani@wcc.govt.nz  
 Attention: Bede Crestani

**VUW:**

Name: Satish Dahya  
 Email address: Satish.Dahya@vuw.ac.nz  
 Attention: Satish Dahya

**NZSO:**

Name: Shelley Hood  
 Email address: shelley.hood@nzso.co.nz  
 Attention: Shelley Hood

or to such other address as shall be notified from time to time; and

- (iv) sent by the Representative of the party giving, submitting, sending, making, issuing or serving waiver, notice, approval, consent or communication or (on its behalf) by the solicitor, attorney, director, secretary for that party (as case may be).
- (b) Any waiver, notice, approval, consent or communication referred to in clause 23.1(a) will be deemed to have been duly received on the date and time at which it enters the addressee's information system (as shown in a confirmation of delivery report from the sender's information system, which indicates that the email was sent to the email address of the addressee notified for the purposes of this clause 23)

### 23.2 Authority

Each party warrants and undertakes to the other that it has all necessary title, corporate, trustee and any other requisite authority to enter into and perform and observe its obligations under or contemplated by this agreement.

## 24. Costs and payments

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### 24.1 Costs

- (a) Each party will pay its own costs in relation to the preparation, negotiation and completion of this Agreement.
- (b) Unless expressly stated otherwise in this agreement, if a party is required to do, or elects to do, something in relation to, arising out of or in connection with this agreement, then the party does so at its own cost.

### 24.2 Requirements for production and payment of invoices

In this Agreement, all references to invoices, and the parties' respective obligations to make payment upon receipt of invoices, are to be interpreted on the basis that the invoice must:

- (a) be in a form of a tax invoice; and
- (b) include or attach all supporting information that a payee can reasonably require in verification of its payment obligation, including certifications where provided for or appropriate.

## 25. Operation of provisions

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### 25.1 Severance

The provisions, Schedules and Appendices of this Agreement are not severable.

### 25.2 Non-merger

None of the terms or conditions of this agreement nor any act, matter or thing done under or by virtue of or in connection with this Agreement or any Lease will operate as a merger of any of the rights and remedies of the parties in or under this Agreement or the relevant Lease all of which continue in full force and effect until the respective rights and obligations of the parties under this agreement have been fully performed and satisfied.

### 25.3 Moratorium

Unless application is mandatory by law, no statute, ordinance, proclamation, order, regulation or moratorium present or future will apply to this agreement so as to abrogate, extinguish, impair, diminish, fetter, delay or otherwise prejudicially affect any rights, powers, remedies or discretions given or accruing to a party under this Agreement or a Lease.

### 25.4 Indemnities

- (a) Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this Agreement.
- (b) It is not necessary for a party to incur expense or make any payment before enforcing a right of indemnity conferred by this Agreement.

### 25.5 Entire agreement

- (a) This Agreement constitutes the entire agreement between the parties and supersedes all or any prior oral or written understandings, representations or commitments at any time express or implied. No oral or written modifications of this Agreement will be of any force or effect unless and until such modification is in writing and formally executed by the parties.
- (b) Where any provision in a Lease conflicts with this Agreement, then this Agreement will prevail (to the intent that this Agreement is, and will remain, paramount).

### 25.6 Tenant's approvals and consents

Unless otherwise provided in this Agreement, where this Agreement requires a Tenant's approval, consent or agreement and where the parties are required to consult in relation to any matter, such approval, consent, agreement or consultation will be limited to matters that are material to the Tenant.

### 25.7 Decisions

Unless otherwise provided in this Agreement, where:

- (a) a party's consent, approval, consideration, agreement or consultation is required;
  - (b) a party is required to form an opinion;
  - (c) a party is required to give reasons in respect of any act, matter or thing; or
  - (d) a party is entitled to any object to any act, matter or thing,
- pursuant to this Agreement (each a **Decision**), then:
- (e) such Decision must be made acting reasonably and, if applicable, must not be unreasonably or arbitrarily withheld or delayed;
  - (f) the party must act reasonably and promptly in relation to all information requests and information clarifications that the other party reasonably requires in respect of that Decision;

- (g) a Decision is required to be made or given for each separate occasion, despite any prior Decision being given or obtained for like purpose on a prior occasion; and
- (h) such Decision must be in writing and signed by the relevant Representative of that party.

#### 25.8 Relationship between parties

Nothing in this Agreement will create, constitute or evidence any partnership, joint venture, agency, trust or employer-employee relationship between the parties, and no party may make, or allow to be made, any representation that any such relationship exists between the parties. No party will have the authority to act for, or incur any obligation on behalf of, the other party.

#### 25.9 Partial invalidity

The validity of any part or provision of this Agreement will not affect the enforceability of any other part or provision of this Agreement.

#### 25.10 No waiver

A waiver by a party of a breach of any of the obligations of any other party under this Agreement will not prevent the subsequent enforcement of those obligations and will not be deemed a waiver of any subsequent breach.

#### 25.11 Variation

A variation of this Agreement must be in writing and signed by the parties.

#### 25.12 Contracting out of Fair Trading Act 1986

The parties acknowledge and agree for the purposes of section 50 of the Fair Trading Act 1986 that:

- (a) pursuant to this Agreement, an interest in land is being supplied and acquired in trade;
- (b) they are all in trade;
- (c) they are contracting out of sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986;
- (d) it is fair and reasonable that they are bound by this clause 25.12; and
- (e) they have each been fully able to negotiate the terms of this Agreement, and have each been represented by and received advice from a lawyer during the negotiations prior to this agreement.

#### 25.13 Counterparts

This Agreement may be executed in counterparts (including facsimile copies) and, provided that each party has duly executed a counterpart, the counterparts together will constitute a binding and enforceable agreement between the parties.

## 26. Disclosure

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### 26.1 Confidentiality

- (a) No party will disclose any Confidential Information:
- (i) except where required by Law;
  - (ii) except, in the case of NZSO, as required by the responsible Minister of the Crown; or
  - (iii) other than to their professional advisers or financiers without the prior consent of the other party except as may be required to:
    - (A) comply with any lawful requirement applicable to a party;
    - (B) implement the provisions of this Agreement;
    - (C) satisfy any condition contained in this Agreement; or
    - (D) enable the party to make reasonable disclosures about the existence of this Agreement (but not its details) and for the purpose of its usual business operations.
- (b) Despite clause 26.1(a)(iii), a party may disclose any Confidential Information to its professional advisers, financiers and investors (including professional advisors acting for financiers or investors) in order to meet obligations under its finance programmes, subject to the financiers and investors having already entered into confidentiality agreements with the party as the case may be.

### 26.2 Publicity

No party may issue any press release or information concerning this Agreement, the Lease or both or their subject matter to the news media or display any details of the Agreement or the Lease in its advertising or marketing material without the prior approval of the other party other than as required for legal disclosure requirements.

## 27. Definitions

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In this Agreement, unless inconsistent with the context:

**Approval** means any resource consents under the Resource Management Act 1991, any building consents under the Building Act 2004 and any other consents or approvals under any other Law or from any relevant Authority, including, where applicable, any Code Compliance Certificate or Certificate of Public Use.

**Authority** means any local body, government or other authority having jurisdiction or authority over, or in respect of, all or any of the Project, the Building or the Premises.

**Building** means the buildings and any other structures situated, erected or installed on or in the Land and which are together known as, and comprise, the Wellington Town Hall, and includes the Building Services.

**Building Performance Criteria** means the criteria setting out the agreed performance levels for the Building Services during the term of each Lease, being initially the building performance criteria included in the WCC Works Design (Approved).

**Building Services** means all or any water systems, mechanical systems, electrical systems, communications systems, access control systems, security systems, fire protection systems, lifts, escalators, telecommunication data systems, hydraulic systems, building management systems or any other related services or systems forming part of the Building.

**Business Day** means a day of the week other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, Waitangi Day, and the Provincial Anniversary Day of Wellington;
- (b) a day in the period commencing on (and including) the 24th day of December in any year and ending on (and including) the 5th day of January in the following year; and
- (c) for clarity, the days observed as Waitangi Day or Anzac Day under section 45A of the Holidays Act 2003.

**Certificate of Practical Completion** means a certificate issued by the Engineer certifying that Practical Completion has been achieved.

**Certificate of Public Use** means a certificate of public use for the purposes of section 363A of the Building Act 2004.

**Claim** means any claim, cause of action, proceeding, judgment, liability, suit or demand however arising and whether at law or in equity, present or future, fixed or unascertained, including a claim made for a Variation or Extension of Time.

**Code Compliance Certificate** means a code compliance certificate issued under the Building Act 2004.

**Commencement Date** means, for each of NZSO and VUW the date referred to as such in the relevant Lease Particulars.

**Common Areas** means those parts of the Building which are:

- (a) necessary for, or reasonably incidental to, the enjoyment of each of the Premises;
- (b) to be shared in common by a Tenant with WCC, its other tenants and licensees of the Land, the Building or both or all of them and include, as applicable, areas for public use; and
- (c) more particularly described in Premises Plans.

**Confidential Information** means this Agreement, any documents, contracts or agreements ancillary to or forming part of this Agreement and the arrangements incidental to this Agreement, including any variation to this Agreement.

**Construction Contract** means the construction contract entered into between WCC and the Contractor for the Contract Works in accordance with this Agreement.

**Construction Contract Principles** means the principles set out in Schedule 4.

**Construction Programme** means the comprehensive programme for the carrying out and completion of the Contract Works and related matters under the Construction Contract as may be varied in accordance with the Construction Contract.

**Contract Approval Recommendation** means a recommendation made by the Procurement Representative to the Procurement Panel which:

- (a) identifies the Preferred Tenderer;
- (a) includes a form of construction contract for the Contract Works agreed with the Preferred Tenderer;
- (b) specifies a Contract Price (sufficiently detailed so that a Tenant can, acting reasonably having regard to the nature of the pricing feasible at the relevant time, ascertain its Tenant Construction Cost) agreed with the Preferred Tenderer; and
- (c) includes a comprehensive programme for the carrying out and completion of the Contract Works and all related matters under the form of construction contract for the Contract Works and agreed with the Preferred Tenderer.

**Contract Price** means a price for the carrying out and completion of the Contract Works as nominated in a Tender and which is ultimately agreed and specified in the Construction Contract, comprising:

- (a) a lump sum price contract price for those Contract Works comprising the WCC Works; and
- (b) subject to clause 1.6, a provisional sum for those Contract Works comprising the Tenant Fitout Works and which is based on the Tenant Fitout Specifications,

subject to any Variation (Approved).

**Contract Works** means those works to be carried out and completed pursuant to the Construction Contract, comprising:

- (a) the WCC Works; and
- (b) subject to clause 1.6, the Tenant Fitout Works,

subject to any Variation (Approved).

**Contractor** means the contractor under the Construction Contract.

**Cost** means all or any costs, fees, charges and expenses, including any costs, fees, charges and expenses in relation to, arising out of or in connection with advisors, consultants or both (including, where applicable, legal costs on a solicitor-own client basis) but excluding all internal administrative costs.

**Critical Path** means any critical path network applicable to all or any of the design, procurement or construction of the Contract Works as depicted in the Programme, and includes the Milestone Dates, as may be varied in accordance with this Agreement.

**Deed of Impartiality** means a deed of covenant to be given by the Engineer in the form set out in Appendix B.

**Defect** means defects in the Contract Works which arise out of a defect in the workmanship, materials or mechanical services and which is required to be remedied by the Contractor under the Construction Contract.

**Defects Liability Period** means the 12 month period commencing on and from the date of practical completion under the Construction Contract.

**Delay Event** means any delay arising from:

- (a) an Objection or a dispute, including its resolution or determination in accordance with clause 20;
- (b) subject to paragraph (a), any other determination or decision to be made by a person to whom a matter is referred (other than any Tenant's Agent);
- (c) a WCC Variation (Approved); and
- (d) a Force Majeure Event,

and which actually causes WCC (or the Contractor) delay under this Agreement (or under the Construction Contract) but does not include any delay to the Critical Path caused by any act or omission by WCC (other than the exercise by WCC of a right under this Agreement or at Law), a breach by WCC of this Agreement or the Construction Contract.

**Design Intent** means the concepts, design principles, shapes, forms, areas, functionality, outlines, materials, finishes, colours, quality and type of materials and finishes, standards and systems as recorded in the WCC Works Design Package.

**Document** means applications, plans, drawings, specifications or any other documents or things relating to relevant works.

**Engineer** means that person appointed by WCC in accordance with clause 2.5(d).

**Exception** means any change to, or variation from which is inconsistent with (except any inconsistency of a minor nature or which is reasonably incidental to design development) the WCC Works Design (Approved) or the relevant Tenant Fitout Works Design (Approved) (as the case may be).

**Execution Date** means the date of this Agreement.

**Extension of Time** means a variation by way of an extension of time to the Critical Path equivalent to the net effect of a delay to the Critical Path arising out of a Variation (Approved), a Tenant Delay or a Delay Event (as the case may be).

**Extension of Time (Approved)** means an Extension of Time which is approved by a Tenant under clause 11.3(c), deemed approved, or is agreed or determined pursuant to clause 20.

**Force Majeure Event** means an exceptional event or circumstance which:

- (a) is beyond a party's control;
- (b) that party could not reasonably have provided against before entering into this Agreement;
- (c) having arisen, that party could not reasonably have avoided or overcome; and
- (d) is not substantially attributable to the other party.

Without limiting the foregoing, a Force Majeure Event may include exceptional events or circumstances of the kind listed below, so long as the conditions set out paragraphs (a)-(d) above are satisfied:

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies;
- (b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war;
- (c) riot, commotion, disorder, strike or lockout by any persons;
- (d) munitions of war, explosive materials, ionising radiation or contamination, except as may be attributable to the use of munitions, explosives or radiation;
- (e) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity; or
- (f) weather sufficiently inclement to interfere with the progress of the Contract Works.

**GST** has the meaning given to it in clause 13.1.

**Insolvency Event** means the occurrence of any of the following events:

- (a) an application is made (other than frivolous or vexatious, or contested in good faith by appropriate proceedings) to a court for an order appointing a statutory manager, liquidator, interim liquidator or provisional liquidator, receiver, manager, receiver and manager, administrator, or similar officer in respect of a body corporate or an incorporated society, or one of them is appointed, whether or not under an order;
- (b) except to reconstruct or amalgamate while solvent on terms approved by the other party, a body corporate enters into, or resolves to enter into, an arrangement, amalgamation, compromise or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;
- (c) a body corporate resolves to wind itself up, be put into liquidation, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by the other party or is otherwise wound up, liquidated, or dissolved;
- (d) a body corporate is or states that it is insolvent;
- (e) a body corporate takes any step to obtain protection or is granted protection from its creditors under any applicable legislation; or
- (f) anything analogous or having a substantially similar effect to any of the events specified in paragraphs (a)-(e) of this definition occurs under the law of any applicable jurisdiction and is not rectified within 10 Business Days from the date of occurrence.

**Intellectual Property Rights** means all present and future industrial and intellectual property rights of any kind including the following rights:

- (a) patents, copyright, rights in circuit layouts, registered and unregistered designs, registered and unregistered trademarks, service marks, trade names and any right to have confidential information kept confidential; and
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a) of this definition.

**Key Subcontractors** means any subcontractors who carry out or complete any part of Contract Works relating in any way to the Building Services.

**Land** means the land comprised in Computer Freehold Register 724107.

**Law** means all or any statutes, ordinances, proclamations, orders, district plans, by-laws, regulations and legal requirements of any authority, for the time being, to the extent that they relate to the context, and includes any other law available to a party or applying, as the case may be, in the context.

**Lease** means the form of lease and licence attached at Appendix 7 and completed in accordance with this Agreement, including the Lease Particulars.

**Lease Particulars** means the agreed particulars required for the preparation, engrossment and grant of each Lease as specified in Schedule 8.

**Loss** means all or any loss, liability, damage or Cost, however arising and whether at law or in equity, present or future, fixed or unascertained, actual or contingent.

**MFC** means the building known as the "Michael Fowler Centre" and which is located on the Land.

**Milestone Dates** means the dates specified as such in the Programme.

**NZCIC Guidelines** means the New Zealand Construction Industry Council guidelines dated August 2016.

**NZSO Consultants** means those consultants listed in Schedule 3 and any other consultant engaged by NZSO pursuant to clause 2.4(b), and includes any Tenant Building Services Consultant.

**NZSO Credit Sum** means \$412,070.31 plus GST subject to appropriate adjustment (upwards) due to the realignment of percussive suites to be allowed by WCC to NZSO in accordance with clause 12.2(d) and as outlined in Schedule 7.

**NZSO Fitout Works** means:

- (a) those works necessary to fitout the NZSO Premises, for accommodation and use by NZSO, comprising such things as partitioning and other subdivisional work, together with all other fixtures, fittings and equipment, whether of an integrated, fixed, built in or relocatable nature (and which are, in the main, located below the suspended ceiling line and above the floor line); and
- (b) hard fitout works necessary to modify, change or upgrade the WCC Works or any other part of the Building (including any Building Services) relating to the NZSO Premises in order to provide for the installation and integration of the relevant works referred to in paragraph (a) with the WCC Works,

as depicted and described in the Tenant Fitout Works Design (Approved).

**NZSO Fitout Works Specification** means the Documents recording the initial design and specifications for the NZSO Fitout Works as at the Effective Date, being the Documents attached at Appendix 3;

**NZSO Premises** means those parts of the Building to which the Lease between WCC and NZSO is intended to apply, being those areas indicated as such on the Premises Plans.

**NZSO Representative** means Shelley Hood, subject to clause 22.3.

**NZSO Uplift Works** means the works generally described as such in the WCC Works Design Package and in Schedule 6 under the heading "NZSO Costs" and as "First Floor bridge connection x 1 (NZSO)" under the heading "Works to be Confirmed", which are to be

designed by WCC as part of the WCC Works and carried out and completed as part of the Contract Works.

**NZSO Uplift Works Costs** means a fixed sum of \$488,370 plus GST in respect of the NZSO Uplift Works generally described in Schedule 6 under the heading "NZSO Costs" and a provisional sum of \$271,500 plus GST in respect of those NZSO Uplift Works generally described in Schedule 6 as "First Floor bridge connection x 1 (NZSO)" under the heading "Works to be Confirmed" (which provisional sum is only to be expended if the relevant NZSO Uplift Works are carried out).

**Objection** means a notice of objection given by WCC to a Tenant or a Tenant to WCC in response to a Document or any other matter or thing submitted for approval by the other.

**Outgoings** has the meaning given to it in the Lease.

**PCG Member** means a member of the Project Control Group as provided for in clause 19.1 or clause 19.3.

**Permitted Use** has the meaning given to it in the Lease.

**Practical Completion** means:

- (a) practical completion has been certified as having been achieved under the Construction Contract;
- (b) there is proper and effective completion of the Contract Works (except for minor omissions and defects which the parties acting reasonably agree there are reasonable grounds for not having completed and which are suitable for later completion) such that the Premises are lawfully able to be fully used and occupied by the Tenants;
- (c) an application has been made to the New Zealand Fire Service to a fire evacuation scheme for the Building;
- (d) practical completion has been certified as having been achieved under any separate contract for the carrying out of Tenant Fitout Works; and
- (e) either a Code Compliance Certificate or a Certificate for Public Use has been issued for the entire Contract Works and all Tenant Fitout Works.

**Practical Completion Date** means the date on which a Certificate of Practical Completion is issued.

**Preferred Tenderer** means the Tenderer identified as such in the Contract Approval Recommendation endorsed by the Procurement Panel.

**Premises** means the NZSO Premises, the VUW Premises or both (as the case may be).

**Premises Plans** means the plans attached at Appendix 5.

**Procurement Panel** means a committee comprising:

- (a) the WCC Representative;
- (b) any two other persons nominated by WCC;
- (c) the VUW Representative; and
- (d) the NZSO Representative.

**Procurement Representative** means the person appointed by WCC to administer, monitor and manage the procurement process on behalf of the Procurement Panel;

**Programme** means the programme initially attached at Appendix 6 as may be updated from time to time in accordance with this Agreement.

**Progress Certificate** means a certificate issued pursuant to clause 12.6.

**Project Approval** means any Approval obtained, or any application for an Approval made, by WCC in relation to, arising out of or in connection with all or any of the WCC Works, the Tenant Fitout Works or the Contract Works and Approval or application for Approval has been disclosed to the Tenants (including any variations required to existing Project Approvals).

**Project Control Group or PCG** means the group provided and described in clause 19.

**Representatives** means the WCC Representative and each Tenant Representative (as applicable).

**Required NBS Rating** means a 100%NBS Importance Level 3 (IL3) determined as at 31 March 2017 and otherwise where each of "%NBS" and "Importance Level 3 (IL3)" is defined in, and on the basis %NBS is calculated and measured in accordance with, the Seismic Report.

**RFT** means a request for tender for the carrying out and completion of the Contract Works comprised of:

- (a) the WCC RFT Documents (Approved) and
- (b) subject to clause 1.6, the Tenant RFT Documents (Approved).

**ROI** means an expression of interest process for the carrying out and completion of the Contract Works by a contractor which:

- (a) is intended to identify a shortlist of no more than four contractors for the carrying out of the Contract Works; and
- (b) is to be conducted via the NZ Government Electronic Tenders Services,

and includes all Documents forming part of or relating to the same.

**Seismic Report** means the report prepared by Holmes Consulting and entitled "Wellington City Council – Wellington Town Hall: Seismic Strengthening – Design Features Report Preliminary Design", Version 2, dated 21 April 2017, a copy of which is included in the WCC Works Design Package.

**Senior Representative** has the meaning given to it in clause 20.1(e).

**Separate Contractor** means a contractor engaged by a Tenant to undertake Tenant Fitout Works or the Specialist Fitout.

**Site** means those parts of the Land and the Building the subject of the Contract Works.

**Specialist Fitout** means any fitout works which a Tenant wishes to carry out in respect of its Premises prior to the commencement date of its Lease and which does not comprise Tenant Fitout Works and which has first been approved by WCC.

**Standard of Care Covenant** means a covenant in the form set out in Appendix 4 and completed so as to reflect the details of the relevant Tenant Consultant or WCC Consultant (as the case may be), including the relevant amount of professional indemnity insurance, the amount of public liability insurance and the limit of liability amount (if any) which is stipulated in Schedule 1, Schedule 2 or Schedule 3 (as the case may be) or which has otherwise been approved by WCC or each Tenant (as the case may be).

**Sunset Date** means the date that, as at the Effective Date, is 12 months after the Target Practical Completion Date and otherwise as varied in accordance with this Agreement.

**Target Practical Completion Date** means the date referred to as such in the Programme.

**Tenant** means VUW, NZSO or both (as the case may be).

**Tenant Agent** means all or any of the agents, employees, independent contractors, invitees or any other persons under the control of a Tenant, including the relevant Tenant Consultants, any contractors engaged by the Tenant and the Tenant Representative (as the case may be) at any time and from time to time.

**Tenant Building Services Consultant** means a Tenant Consultant who performs services in any way in connection with all or any part of that Building Services comprising the HVAC system.

**Tenant Construction Cost** means, in respect of each Tenant, the amount referred to in paragraph (d) of the definition of "Tenant Pricing Information".

**Tenant Consultants** means the VUW Consultants, the NZSO Consultants or both, as the case may be.

**Tenant Credit Sum** means the NZSO Credit Sum, the VUW Credit Sum or both (as the case may be).

**Tenant Delay** means any delay to the Critical Path arising from:

- (a) a Tenant Variation (Approved);
- (b) any other determination or decision to be made by a Tenant's Agent to whom a matter is referred for determination or decision (other than the exercise by a Tenant's Agent of a right under this Agreement or at Law);
- (c) any negligent act or omission of a Tenant; or
- (d) any breach of this Agreement or contravention of any Law by a Tenant.

**Tenant Detriment** means all or any of the following:

- (a) a Tenant being in breach of, or unable to comply with or it being made more difficult for the Tenant to comply with, any of its obligations under this Agreement, its Lease, any Project Approvals or any Laws;
- (b) the Design Intent (insofar as it relates to the relevant Premises) being contravened or rendered obsolete;
- (c) (in the case of a WCC Variation or a Tenant Variation by the other Tenant), in the reasonable opinion of the Tenant, achievement of Practical Completion being delayed beyond the Target Practical Completion Date;

- (d) (in the case of a WCC Variation or a Tenant Variation by the other Tenant), the Tenant Fitout Works Design (Approved) being substantially varied or rendered unachievable or materially more difficult to achieve;
- (e) any Warranties and Guarantees being adversely affected;
- (f) the Tenant incurring an increase in Tenant Construction Costs (or if these have not been established, the Tenant (acting reasonably) considers the proposed Tenant Construction Costs will be increased as a result);
- (g) in the reasonable opinion of the Tenant, the amount of Outgoings for which it is responsible under its Lease being increased;
- (h) a Tenant incurring an increase in Costs in relation to, arising out of or in connection with the relevant Tenant Fitout Works or the Specialist Fitout; or
- (i) in the reasonable opinion of a Tenant, the utility of the relevant Premises for the Permitted Use of that Tenant, or the use, occupation and enjoyment of the Premises by that Tenant is compromised.

**Tenant Fitout Works** means the NZSO Fitout Works, the VUW Fitout Works or both (as the case may be).

**Tenant Fitout Works Design** means all or any of the Tenant Fitout Works Specifications, the Tenant Fitout Works Preliminary Design, the Tenant Fitout Works Developed Design and the Tenant Fitout Works Detailed Design, as the case may be.

**Tenant Fitout Works Design (Approved)** means:

- (a) the Tenant Fitout Works Detailed Design (Approved) (if it exists);
- (b) if the Tenant Fitout Works Detailed Design (Approved) does not yet exist, the Tenant Fitout Works Developed Design (Approved) (if it exists);
- (c) if the Tenant Fitout Works Developed Design (Approved) does not yet exist, the Tenant Fitout Works Preliminary Design (Approved) (if it exists); or
- (d) if the Tenant Fitout Works Preliminary Design (Approved) does not yet exist, the Tenant Fitout Works Specifications.

**Tenant Fitout Works Detailed Design** means the Documents recording the design and specifications for the Tenant Fitout Works to a level of design resolution consistent with the detailed design stage as described in the NZCIC Guidelines.

**Tenant Fitout Works Detailed Design (Approved)** means the Tenant Fitout Works Detailed Design that is approved by WCC, deemed approved, agreed between all parties or as determined pursuant to clause 20.

**Tenant Fitout Works Developed Design** means the Documents recording the design and specifications for the relevant Tenant Fitout Works to a level of design resolution consistent with the developed design stage as described in the NZCIC Guidelines.

**Tenant Fitout Works Developed Design (Approved)** means the Tenant Fitout Works Developed Design that is approved by WCC, deemed approved, agreed between all parties or as determined pursuant to clause 20.

**Tenant Fitout Works Preliminary Design** means the Documents recording the design and specifications for the Tenant Fitout Works to a level of preliminary resolution consistent with the preliminary design stage as described in the NZCIC Guidelines.

**Tenant Fitout Works Preliminary Design (Approved)** means the Tenant Fitout Works Preliminary Design that is approved by WCC, deemed approved, agreed between all parties or as determined pursuant to clause 20.

**Tenant Fitout Works Specifications** means the NZSO Fitout Works Specification, the VUW Fitout Works Specification or both.

**Tenant Fitout Works Variation Order** means an order given by WCC to the Contractor requiring the Contractor to vary the Contract Works in order to carry out and complete the relevant Tenant Fitout Works for the relevant Tenant Construction Cost in accordance with the relevant Tenant Fitout Works (Detailed Design) and in accordance with the updated Construction Programme given by the Contractor pursuant to clause 6.2(b).

**Tenant Fitout Works Variation Price Request** means a request given by WCC to the Contractor requiring the Contractor to price the relevant Tenant Fitout Works in accordance with the relevant Tenant Fitout Works (Detailed Design).

**Tenant Pricing Information** means:

- (a) the Tenant Fitout Works priced by the Contractor in the format chosen by the relevant Tenant so as to provide specific price information for the Tenant Fitout Works;
- (b) an amount or rate for margin (which must be no greater than the amount or rate for margin provided by the Contractor at the time of tender);
- (c) an amount or rate for preliminary and general costs (which must be no greater than the amount or rate for preliminary and general costs provided by the Contractor at the time of tender and shall take account of the preliminary and general allowance made under the WCC Works so that the Tenant amount or rate comprises the Contractor's additional preliminary and general costs only); and
- (d) a lump sum price contract price (calculated on the basis of the matters referred to in paragraphs (a)-(c) of this definition) for carrying out and completing the relevant Tenant Fitout Works under the Construction Contract.

**Tenant Representative** means the NZSO Representative, VUW Representative or both (as the case may be).

**Tenant RFT Documents** means those documents as determined by the Tenant and approved by WCC which the Tenant determines as appropriate to convey the intended Tenant Fitout Works, which may include:

- (a) the Tenant Fitout Works Design (Approved);
- (b) provisional sums for each of NZSO Fitout Works and the VUW Fitout Works; and
- (c) any other Documents which the Tenant determines, acting reasonably, are necessary or desirable for inclusion for the purposes of the RFT.

**Tenant RFT Documents (Approved)** means the Tenant RFT Documents that are approved, deemed approved or agreed between all parties or as determined pursuant to clause 20.

**Tenant Uplift Works** means the NZSO Uplift Works, the VUW Uplift Works or both.

**Tenant Uplift Works Costs** means the NZSO Uplift Works Costs, the VUW Uplift Works Costs or both.

**Tenant Variation** means:

- (a) a variation to the WCC Works Detailed Design (Approved), the Tenant Fitout Works Design (Approved) or both to the extent each relates to the relevant Premises; or
- (b) any decrease of, increase of, addition to, change to, deletion of or omission of any component of:
  - (i) the WCC Works to the extent that the same forms part of or directly relates the relevant Premises; or
  - (ii) the relevant Tenant Fitout Works if it could reasonably be expected to make the carrying out and completion of the WCC Works materially more difficult to achieve;

and in each instance which must be within the general scope of the relevant Tenant Fitout Works, the WCC Works or Contract Works (as the case may be) as contemplated under this Agreement and capable of being executed under this Agreement.

**Tenant Variation (Approved)** means a Tenant Variation that is approved by WCC under clause 10.2(d), deemed approved, is agreed or determined pursuant to clause 20.

**Tenant Variation Cost** means all costs in relation to, arising out of or in connection with:

- (a) a Tenant Variation (Approved), including any amount for margin and any preliminary and general costs payable under the Construction Contract;
- (b) a WCC Variation (Approved) arising out of Tenant Delay; or
- (c) an Extension of Time (Approved) for a Tenant Delay (other than a Tenant Delay caused by a Variation (Approved) claimed by a Tenant (which is provided for in paragraph (a)).

**Tender** means a tender which responds to, and complies with the requirements of, the RFT.

**Tenderer** means any contractor selected by WCC as result of the ROI and to whom the RFT is issued for the purpose of that contractor preparing and submitting a Tender.

**Variation** means a Tenant Variation or a WCC Variation.

**Variation (Approved)** means a Tenant Variation (Approved) or a WCC Variation (Approved).

**VUW Consultants** means those consultants listed in Schedule 2 and any other consultant engaged by VUW pursuant to clause 2.4(b), and includes any relevant Tenant Building Services Consultant.

**VUW Credit Sum** means \$876,398.69 plus GST subject to realignment of percussion suites to be allowed by WCC to VUW in accordance with clause 12.2(d) and as outlined in Schedule 7.

**VUW Fitout Works** means:

- (a) those works necessary to fitout the VUW Premises, for accommodation and use by VUW, comprising such things as partitioning and other subdivisional work, together with all other fixtures, fittings and equipment, whether of an integrated, fixed, built in or relocatable nature (and which are, in the main, located below the suspended ceiling line and above the floor line); and
- (b) hard fitout works necessary to modify, change or upgrade the WCC Works or any other part of the Building (including any Building Services) relating to the VUW Premises in order to provide for the installation and integration of the relevant works referred to in paragraph (a) of this definition with the WCC Works,

as depicted and described in the Tenant Fitout Works Design (Approved).

**VUW Fitout Works Specification** means the Documents recording the initial design and specifications for the VUW Fitout Works as at the Effective Date, being the Documents attached at Appendix 2.

**VUW Premises** means those parts of the Building to which the Lease between WCC and VUW is intended to apply, being those areas indicated as such on the Premises Plans.

**VUW Representative** means Satish Dahya subject to clause 22.3.

**VUW Uplift Works** means the works generally described as such in the WCC Works Design Package and in Schedule 6 under the heading "NZSM Costs" and as "First Floor bridge connection x1 (NZSM)" and "Second Floor bridge connection x1 (NZSM)" under the heading "Works to be Confirmed", which are to be designed by WCC as part of the WCC Works and carried out and completed as part of the Contract Works.

**VUW Uplift Works Costs** means a fixed sum of \$958,864 plus GST in respect of the VUW Uplift Works generally described in Schedule 6 under the heading "NZSM Costs" and a provisional sum of \$543,000 plus GST in respect of those VUW Uplift Works generally described in Schedule 6 as "First Floor bridge connection x1 (NZSM)" and "Second Floor bridge connection x1 (NZSM)" under the heading "Works to be Confirmed" (which provisional sum is only to be expended if the relevant VUW Uplift Works are carried out).

**Warranties and Guarantees** means the warranties and guarantees required from the Contractor (or from its subcontractors) under the Construction Contract for materials, plant, equipment or workmanship relating to the Contract Works.

**WCC Agent** means all or any of the agents, employees, independent contractors, invitees or any other persons under the control of WCC, including the Engineer, the WCC Consultants, the Contractor and the WCC Representative at any time and from time to time.

**WCC Construction Cost** means all costs in relation to, arising out of or in connection with the carrying out and completion of the WCC Works (other than the Tenant Uplift Works) as part of the Contract Works under the Construction Contract.

**WCC Consultant** means those consultants listed in Schedule 1 and any other consultant engaged by WCC pursuant to clause 2.3(b).

**WCC Detriment** means:

- (a) WCC breaching all or any of the warranties in clause 7.6;
- (b) all or any of the structural integrity of the Building, or the value or quality of Building being adversely affected;
- (c) the Building being unable to perform in accordance with the Building Performance Criteria;

- (d) either a modification being required to an existing Project Approval or a new Approval being required (beyond those contemplated under clause 7);
- (e) WCC being unable to obtain any Project Approvals for which it is responsible under this Agreement;
- (f) WCC, being in breach of, or unable to comply with, or it being made more materially difficult for WCC to comply with, any of its obligations or warranties under this Agreement, any Approvals or any Laws;
- (g) the Design Intent being contravened or rendered obsolete;
- (h) (in the case of a Tenant Variation), the WCC Works Detailed Design (Approved) being substantially varied or rendered unachievable or materially more difficult to achieve;
- (i) (in the case of a Tenant Variation), in the reasonable opinion of WCC, achievement of Practical Completion being delayed;
- (j) any warranty held by WCC, or to which WCC is or expects to be entitled, in relation to the Contract Works being adversely affected;
- (k) any Warranties and Guarantees (such that WCC's liability during the Defects Liability Period would be increased) being adversely affected;
- (l) WCC reasonably considers that it would be unable to achieve Practical Completion by the Sunset Date; or
- (m) WCC incurring a material increase in Costs in relation to, arising out of or in connection with the relevant Contract Works.

**WCC Representative** means Bede Crestani, subject to clause 22.3.

**WCC RFT Documents** means:

- (a) a request for tender which includes:
  - (i) a requirement for each Tenderer to include as part of its Tender:
    - (A) a Contract Price;
    - (B) the identity of any Key Subcontractors; and
    - (C) an indicative programme for the carrying out and completion of the Contract Works and all related matters including Milestone Dates to cover each Tenant's procurement process (as identified in the Tenant RFT Documents) and the date by which time a Tenant Variation Order must be issued so as to integrate the Tenant Fitout Works within the overall Programme so that the Target Practical Completion date is achieved;
- (b) the WCC Works Detailed Design (Approved);
- (c) a schedule of quantities for the WCC Works excluding any WCC Works relating to the Building Services (and which is based on and derived from the WCC Works Detailed Design (Approved));
- (d) a form of construction contract for the Contract Works which accurately reflects the Construction Contract Principles;

- (e) weighted scoring criteria pursuant to which Tenders are to be assessed;
- (f) Tenant Fitout Works Specifications and any other documents which each Tenant determines as necessary to depict its intended fitout; and
- (g) any other Documents which WCC determines, acting reasonably, are necessary or desirable for inclusion for the purposes of the RFT.

**WCC RFT Documents (Approved)** means the WCC RFT Documents that are approved, deemed approved or agreed between all parties or as determined pursuant to clause 5.

**WCC Variation** means:

- (a) a variation to the WCC Works Detailed Design (Approved) to the extent its relates to any Premises; or
- (b) any decrease of, increase of, addition to, change to, deletion of or omission of any component of the Contract Works to the extent that the same forms part of or directly relates to the Premises or the relevant Tenant Fitout Works,

and in each instance which must be within the general scope of the relevant Tenant Fitout Works, the WCC Works or the Contract Works (as the case may be) as contemplated under this Agreement and capable of being executed under this Agreement.

**WCC Variation (Approved)** means a WCC Variation that is approved by each Tenant under clause 10.1(b), deemed approved, is agreed or determined pursuant to clause 20.

**WCC Works** means:

- (a) the base building works necessary to:
  - (i) seismically strengthen the Building;
  - (ii) install new and replace existing Building Services;
  - (iii) create the VUW Premises; and
  - (iv) create the NZSO Premises; and
- (b) the Tenant Uplift Works,

as depicted and described initially in the WCC Works Design Package and subsequently in the WCC Works Detailed Design (Approved) as modified by the Tenant Fitout Works Detailed Design (Approved).

**WCC Works Design** means the WCC Works Design Package, the WCC Works Detailed Design or both.

**WCC Works Design (Approved)** means the:

- (a) the WCC Works Detailed Design (Approved) (if it exists); or
- (b) if the WCC Works Detailed Design (Approved) does not yet exist, the WCC Works Design Package.

**WCC Works Design Package** means the Documents recording the design and specifications for the WCC Works as at the Effective Date, being:

- (a) the Seismic Report;
- (b) the Documents recording the design and specifications for the WCC Works to a level of developed design resolution (including building performance specifications) consistent with the developed design stage as described in the NZCIC Guidelines;
- (c) the Documents recording the design and specifications for the WCC Works to a level of preliminary design resolution (including building performance specifications) consistent with the preliminary design stage as described in the NZCIC Guidelines; and
- (d) the Building Services Performance Criteria,

as attached at Appendix 1.

**WCC Works Detailed Design** means the Documents recording the design and specifications for the WCC Works to a level of design resolution consistent with the detailed design stage as described in the NZCIC Guidelines.

**WCC Works Detailed Design (Approved)** means the WCC Works Detailed Design that is approved by both Tenants, deemed approved, agreed between all parties or as determined pursuant to clause 20, and as set out in Appendix 1A.

## 28. Interpretation

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In this Agreement, unless the context requires otherwise:

- (a) a reference to a clause, section, Item, paragraph, provision, Schedule, Part of a Schedule or Appendix is reference to a clause, section, Item, paragraph, provision, Schedule, Part of a Schedule or Appendix of this Agreement;
- (b) words importing one gender include the other genders;
- (c) the table of contents of this Agreement and any headings are for ease of reference only and will not in any way affect the interpretation of the terms of this Agreement;
- (d) except as expressly provided otherwise, an obligation:
  - (i) imposed on WCC or a Tenant includes an obligation on the WCC or the Tenant to ensure that WCC Agents or the Tenant Agents comply with and perform the same obligation so far as WCC or the Tenant (as the case may be) is legally able to do so;
  - (ii) expressed to be imposed on an WCC Agent or a Tenant Agent under this Agreement is to be interpreted as requiring WCC or the Tenant to procure the relevant obligation to be performed by the WCC Agent or the Tenant Agent (as the case may be);
- (e) a reference to WCC includes a reference to WCC Agents and a reference to a Tenant includes a reference to the relevant Tenant Agents;
- (f) any act, neglect, default, omission or breach of this Agreement by a WCC Agent or a Tenant Agent is to be interpreted as being any act, neglect, default, omission or breach of this Agreement WCC or the Tenant (as the case may be);
- (g) any provision to be performed by two or more persons will bind those persons jointly and severally;

- (h) a reference to a Law includes all amendments and revisions to and substitutions of that Law;
- (i) reference to month and monthly mean, respectively, calendar month and calendar monthly;
- (j) any operative provisions included in this Agreement (whether expressed as an obligation, requirement, restriction, exclusion or otherwise) will have full legal effect and bind the parties accordingly;
- (k) reference to anything of a particular nature after a general statement will not in any way derogate from or limit the application of the general statement, unless the express context requires such derogation or limitation;
- (l) reference to a party, or to the parties, is intended to be to one or both Tenants and WCC;
- (m) words denoting a person will include any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, estate, agency of state, municipal authority, government or any statutory body in each case whether or not having a separate legal identity;
- (n) the singular includes the plural and vice versa;
- (o) reference to any party will include that party's executors, administrators, successors and, where permitted, assigns and, where not repugnant to the context, includes the employees, agents, licensees, invitees, contractors and any other person under the control or direction of that party;
- (p) reference to the terms of this Agreement includes reference to all agreements, conditions, covenants, and other provisions and terms of this Agreement;
- (q) all references to includes and including will be deemed to be followed by ", without limitation," and
- (r) a reference to "notify" means to give a notice in accordance with this Agreement.

**Execution**

Executed as an agreement.

**Wellington City Council** by and in  
the presence of

\_\_\_\_\_  
Authorised Signatory

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**Victoria University of Wellington**  
by and in the presence of

\_\_\_\_\_  
Authorised Signatory

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

BELL GULLY

New Zealand Symphony  
Orchestra by and in the presence  
of

\_\_\_\_\_  
Authorised Signatory

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address



Schedule 1: WCC Consultants

Name	Description of services	Professional indemnity insurance amounts (per claim and in the aggregate)	Public liability insurance amounts (per claim)	Limit of liability (if any)
Beca	Services Engineers	\$5,000,000	\$5,000,000	\$5,000,000
Holmes Consulting Group	Structural Engineers	\$5,000,000	\$5,000,000	5 x fee with minimum limit of \$2,000,000
Holmes Fire	Fire Engineers	\$2,000,000	\$5,000,000	\$2,000,000
Marshall Day	Acoustic Engineers	\$5,000,000	\$5,000,000	\$5,000,000
Athfield Architects	Architectural Design	\$5,000,000	\$5,000,000	Nil
Beca	AV Engineering	\$5,000,000	\$5,000,000	\$5,000,000



Schedule 2: VUW Consultants

Name	Description of services	Professional indemnity insurance amounts (per claim and in the aggregate)	Public liability insurance amounts (per claim)	Limit of liability (if any)
Athfield Architects	Architectural Design	\$5,000,000	\$5,000,000	\$5,000,000
Beca	Services Engineers	\$5,000,000	\$5,000,000	\$5,000,000
Holmes Consulting Group	Structural Engineers	\$5,000,000	\$2,000,000	5 x fee
Holmes Fire	Fire Engineers	\$2,000,000	\$2,000,000	\$2,000,000
Marshall Day	Acoustic Engineers	\$5,000,000	\$5,000,000	\$5,000,000
Beca	AV Engineering	\$5,000,000	\$5,000,000	\$5,000,000



Schedule 3: NZSO Consultants

Name	Description of services	Professional indemnity insurance amounts (per claim and in the aggregate)	Public liability insurance amounts (per claim)	Limit of liability (if any)
Athfield Architects	Architectural Design	*	*	*
Beca	Services Engineers	*	*	*
Holmes Consulting Group	Structural Engineers	*	*	*
Holmes Fire	Fire Engineers	*	*	*
Marshall Day	Acoustic Engineers	*	*	*
Beca	AV Engineering	*	*	*

\*

All consultants will be engaged under the terms of the standard IPENZ Short Form Agreement for Consultant Engagement (applicable clauses as copied hereunder<sup>#</sup>) which states their insurances are to be to 5x the fee with a maximum of \$500,000.

#

11. The maximum aggregate amount payable, whether in contract, tort or otherwise, in relation to claims, damages, liabilities, losses or expenses, shall be five times the fee (exclusive of GST and disbursements) with a maximum limit of \$NZ500,000.

12. Without limiting any defences a Party may have under the Limitation Act 2010, neither Party shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on a Party within 6 years from completion of the Services.

13. The Consultant shall take out and maintain for the duration of the Services a policy of Professional Indemnity insurance for the amount of liability under clause 11. The Consultant undertakes to use all reasonable endeavours to maintain a similar policy of insurance for six years after the completion of the Services.



## Schedule 4: Construction Contract Principles

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- The Construction Contract must be based on the form of contract NZS3910:2013 and be consistent with the terms of this Agreement, including that (subject to the terms of this Agreement) the Construction Contract will:
  - require the Contractor to carry out the Contract Works:
    - in accordance with the Construction Contract;
    - in accordance with Good Industry Practice, meaning the degree of skill, care, prudence and foresight and operating practice that would reasonably and ordinarily be expected of a skilled and competent supplier of services engaged in the same type of undertaking as that of the Contractor and/or any Subcontractor under the same or similar circumstances as those contemplated by the Contract;
    - in accordance with WCC Works Detailed Design (Approved);
    - subject to clause 1.6, in accordance with the Tenant Fitout Works Design (Approved);
    - with respect to any part of the Contract Works for which the Contractor has design responsibility, to sound and accepted architectural and engineering building standards;
    - in accordance with all Project Approvals and all applicable Laws; and
    - in conformity with the Construction Programme.
  - require the Contractor to provide the following guarantees and warranties for the benefit of WCC:
    - Subcontractor Continuity Guarantee for key subcontractors;
    - Parent Company Guarantee (from the Contractor, if required by WCC);
    - Contract Works Warranty (from the Contractor);
    - Weathertightness Warranty; and
    - Subtrade warranties (where reasonably available, on terms available, in the market – to be specified in the P&G Specification, and as otherwise required by WCC);
  - not prevent WCC from meeting its obligations under this Agreement;
  - require the Contractor to implement any Tenant Fitout Works Variation Order;
  - require the Contractor to provide Site access to a Separate Contractor;
  - require the Contractor to:
    - ensure all Tenant Fitout Works are contracted for on a fully transparent "open book" basis and that the WCC is provided with (and is entitled to, in turn, provide the Tenant with) access to all related documentation;

- integrate and coordinate all trades to effect the carrying out of the Tenant Fitout Works as part of the Contract Works following implementation of any Tenant Fitout Works Variation Order;
  - only enter into a subcontract on terms consistent with the Construction Contract to the extent applicable to the subtrade; and
  - give a copy of each subcontract for the Tenant Fitout Works to the relevant Tenant; and
- in each payment claim, require the Contractor to provide sufficient detail such that WCC is able to submit its own payment claim to a Tenant in accordance with clause 12.4 of this Agreement.

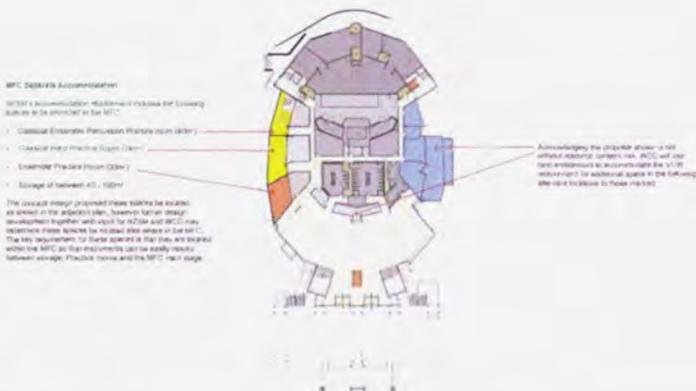


## Schedule 5: Separate Accommodation

This Schedule 5 only applies between WCC and VUW.

### WELLINGTON TOWN HALL SEPARATE ACCOMMODATION PROPOSAL

15/38 Wellington Town Hall  
November 2017



#### Required commercial terms for agreement to lease and lease

- Costs of development of areas to WCC cannot exceed \$1.25m.
- VUW to have independent control of any HVAC system for after-hours use at its cost (separate meter to be installed at VUW's cost).
- Lease shall be a gross lease with WCC being liable for payment of all outgoings listed in Item 18 of the First Schedule of the ADLS Lease (sixth edition 2012 (4)), and all costs of servicing, maintaining and operating the building services installed by WCC and which services the areas.
- Where the area is within the MFC, the commencing rent payable under the lease is to be calculated as follows:

$$MFCR = \$75,000 + \frac{[C + (0.06) + (S \times \$225)] - \$75,000}{2}$$

where:

**MFCR** = the initial annual gross rent (exclusive of GST) for the **MFC** Premises

**C** = the capital cost of creating the space (including the storage areas) (being the design, consenting, construction, and external project management costs, but not including any allowance for base asset value, or interest or holding costs)

**S** = the lettable area of the storage spaces

- If the areas are other areas within the Land, the formula referred to above for MFC will be adapted and applied for those areas to determine the commencing rent.

## BELL GULLY

- The areas will also be measured in accordance with the PCNZ/PINZ Guide for the Measurement of Rentable Areas – Retail Premises, method of measurement 3. This area will be specified in the lease for information purposes only but without reference to the basis of measurement.
- The term of the lease is to be equivalent to the then remaining term of VUW's lease of the VUW Premises assessed as at the commencement date of the lease of the relevant areas, together with any rights of renewal which VUW then has pursuant to VUW's lease of the VUW Premises.
- The lease will include a cross default clause entitling WCC to cancel the lease in the event VUW's lease of the VUW Premises is cancelled for default by VUW.
- VUW will fit-out the areas at its cost (including any required amendments to base build or building services), such fit-out to be pre-approved by WCC (acting reasonably).
- VUW will be responsible for obtaining all consents required for its fit-out of the areas.
- The permitted use of the areas will be storage, or any other use agreed between the parties and permissible by law.



**Schedule 6: Music Hub Uplift Schedule**

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## Music Hub Uplift Schedule - based on PRELIMINARY DESIGN ESTIMATE

Nov-17

Cost Centre	15% Construction	10% Contingency	10% Escalation	Construction Sub-Total	16% Fees	1.5% insurance/ Consents	Total
<b>NZSO Costs</b>							
Deeper Basement for NZSO	270,700	40,605	31,100	342,405	54,800	11,100	408,305
Plant increases generally for tenancies (331m2)	53,100	7,965	6,100	67,165	10,700	2,200	80,065
<b>NZSO Sub-Total</b>	<b>323,800</b>	<b>48,570</b>	<b>37,200</b>	<b>409,570</b>	<b>65,500</b>	<b>13,300</b>	<b>488,370</b>
<b>NZSM Costs</b>							
Debating Chamber Tiered Seating and space refurbishment	406,000	60,900	46,700	513,600	82,200	16,600	612,400
Strengthen L2 Performance space floor (shared 50/50)	107,708	16,156	12,400	136,264	21,800	4,400	162,464
Plant increases generally for tenancies, excluding humidity control (883m2)	122,000	18,300	14,000	154,300	24,700	5,000	184,000
<b>NZSM Sub-Total</b>	<b>635,708</b>	<b>95,356</b>	<b>73,100</b>	<b>804,164</b>	<b>128,700</b>	<b>26,000</b>	<b>958,864</b>
<b>OTHER Costs</b>							
Organ Blower Room in Civic Carpark	60,000	9,000	6,900	75,900	12,100	2,500	90,500
Debating Chamber Demo Costs	35,800	5,370	4,100	45,270	7,200	1,500	53,970
L2 Performance Strengthening - Demo Costs	27,500	4,125	3,200	34,825	5,600	1,100	41,525
Strengthen L2 Performance space floor (shared 50/50)	107,708	16,156	12,400	136,264	21,800	4,400	162,464
<b>OTHER Sub-Total</b>	<b>231,008</b>	<b>34,651</b>	<b>26,600</b>	<b>292,259</b>	<b>46,700</b>	<b>9,500</b>	<b>348,459</b>
<b>Works to be Confirmed</b>							
First Floor bridge connection x1 (NZSO)	180,000	27,000	20,700	227,700	36,400	7,400	271,500
First Floor bridge connection x1 (NZSM)	180,000	27,000	20,700	227,700	36,400	7,400	271,500
Second Floor bridge connection x1 (NZSM)	180,000	27,000	20,700	227,700	36,400	7,400	271,500
<b>Works to be Confirmed Sub-Total</b>	<b>540,000</b>	<b>81,000</b>	<b>62,100</b>	<b>683,100</b>	<b>109,200</b>	<b>22,200</b>	<b>814,500</b>

All figures above are GST exclusive

Above allowances are based on the Preliminary Design intent along with the Outline Specification for each of the design elements

Tenancy Mech Plant increases are based on a single new AHU and increased capacity of FCU's currently designed for Standalone option

NZSO Uplift Cost ItemsNZSO Deeper Basement

Sheet piling/Excavation	90,000
Basement wall extended	25,000
Newton waterproofing	15,000
Reinf./Edge beam	8,000
Temporary Works	60,000
Drainage	20,000
P&G	30,520
Margin	11,413
TOTAL	260,000

Origin Below Room (32m<sup>2</sup>)

Allowance PD Stage	51,000
P&G	7,000
Margin	2,000
TOTAL	60,000

First Floor Bridge Connection

Single bulk item	150,000
P&G	22,000
Margin	8,000
TOTAL	180,000

Plant Increases to Tenancy

\$133/m <sup>2</sup> uplift allowance	44,023
P&G/Margin	9,077
TOTAL	53,100

NZSM Uplift Cost ItemsFirst Floor Bridge Connection

Single bulk item	150,000
P&G	22,000
Margin	8,000
TOTAL	180,000

Second Floor Bridge Connection

Single bulk item	150,000
P&G	22,000
Margin	8,000
TOTAL	180,000

Debating Chamber Tiered Seating area

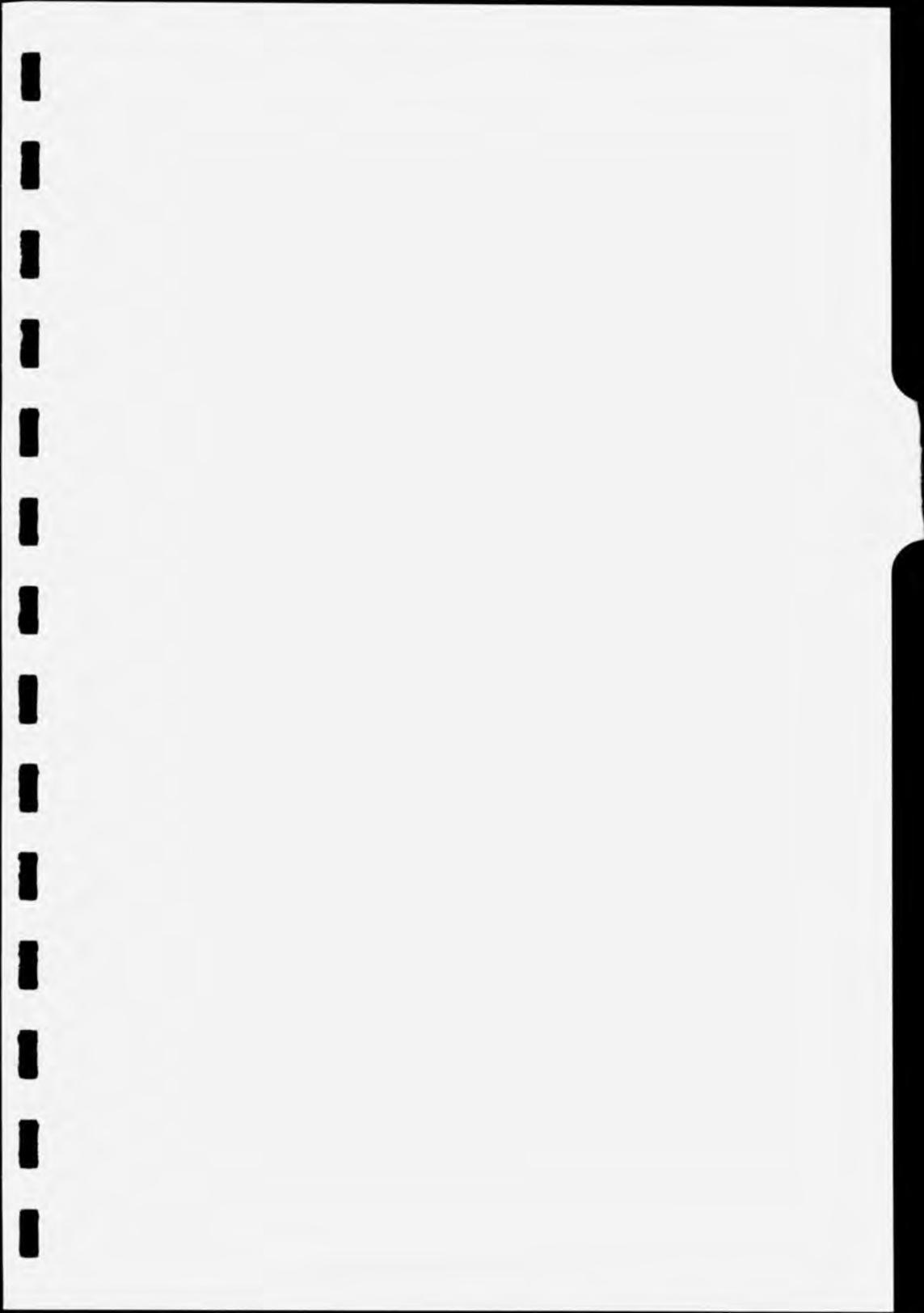
Demolition Works	2,000	\$10,000 included in Other
Reinstate existing columns	50,000	
Infill floor to L2	30,000	
Balcony construction	30,000	
Temporary Works	30,000	
Balcony balustrade	14,000	
Metals flooring in seating area (EV of \$100/m <sup>2</sup> only)	19,373	
Ceiling alterations	56,000	
Tiered seating	38,000	
Construct tiered seating plinths	41,000	
Services to new spaces	25,000	
Fitout below tiered seating	20,000	
P&G	45,832	
Margin	16,784	
TOTAL	390,000	

Strengthen L2 Performance Space Floor

Demolition - L1 ceiling and services		\$23,000 included in Other
Steelwork to floor beams	165,000	
Temporary Works	10,000	
P&G	23,100	
Margin	8,915	
TOTAL	207,015	shared 50/50

Plant Increases to Tenancy

\$115/m <sup>2</sup> uplift allowance	101,545	excludes Space 0.03
P&G/Margin	20,455	
TOTAL	122,000	



Schedule 7: Tenant Fit Out Credit Schedule

## WELLINGTON TOWN HALL

## RLB Rider Level 1 Backrail

10/05/2018 11:48

TENANCY SPACE BASE BUILD CREDIT SCHEDULE																	\$/m2		
TENANT	SPACE	LOCATION	GFA	UNIT	FLOOR	WALL	DOORS	CEILING	SERVICES	BUILDERS WORK	P&G	MARKUP	CONTINGENCY	ESCALATION	CONSULT FEES	CONSENT/INSURANCE	TOTAL		
NZSO	8.53	Basement	78.50	m2		5,887.50	11,643.00	1,000.00	6,280.00	28,437.50	1,177.50	8,313.83	3,505.66	6,734.50	7,396.85	13,028.63	1,220.50	95,605.56	1,218
	8.54	Basement	40.30	m2		3,015.00	14,004.60	1,000.00	3,216.00	15,075.00	603.00	5,537.04	2,334.79	4,478.54	4,926.40	8,670.45	812.86	63,673.68	1,584
	8.59	Basement	135.80	m2		11,865.00	12,728.40	2,000.00	12,464.00	58,423.00	2,397.00	14,945.91	8,362.19	12,068.75	13,297.61	28,403.82	2,134.11	171,871.81	1,103
	8.61	Basement	39.80	m2		4,485.00	12,320.40	2,000.00	4,784.00	22,425.00	897.00	7,038.71	2,947.15	5,681.33	6,280.68	11,018.79	1,038.01	80,919.27	1,353
	8.74	Basement	183.30	m2															
<b>NZSO TOTAL</b>						25,072.50	50,686.40	6,000.00	26,744.00	125,362.50	5,014.50	35,833.49	15,109.79	28,983.32	31,681.65	56,111.70	5,260.47	412,070.31	
NZSM	0.03	Ground	101.90	m2															
		Plot Ground	29.70	m2		2,132.50	1,377.60		2,296.00	10,762.50	480.00	2,332.87	1,076.46	2,064.84	1,930.69	3,943.02	969.86	26,936.37	1,009
		Plot Ground	34.80	m2		3,810.00	1,670.40		2,784.00	13,050.00	522.00	3,095.46	1,305.23	2,508.71	3,340.97	4,781.09	448.23	35,111.11	1,009
		Plot Ground	5.80	m2		435.00	278.40		464.00	2,175.00	87.00	515.81	217.54	417.29	390.16	796.85	74.70	5,851.85	1,009
		Plot Ground	14.10	m2		1,057.50	676.80		1,128.00	5,287.50	211.50	1,254.20	528.85	1,014.43	948.50	1,897.16	181.61	14,238.05	1,009
		Plot Ground	220.70	m2		16,552.50	13,743.00	6,000.00	17,656.00	82,762.50	3,310.50	21,001.77	8,056.59	16,988.55	15,884.29	32,441.33	3,041.87	238,240.99	1,079
	0.31	Ground	22.40	m2		1,680.00	2,650.20	1,000.00	1,792.00	8,400.00	336.00	2,378.73	1,003.03	1,924.00	1,798.94	3,674.06	344.44	26,981.40	1,205
	1.80	Level 1	28.80	m2		2,145.00	3,472.80	1,000.00	2,288.00	10,725.00	429.00	8,008.97	1,268.78	2,433.76	2,275.56	4,647.50	435.70	34,130.07	1,193
	2.30	Level 2	285.30	m2		21,412.50	22,104.00	4,000.00	22,840.00	107,062.50	4,282.30	27,253.23	11,492.62	22,044.93	20,612.01	42,097.01	3,946.59	309,149.89	1,083
	2.03	Level 2	93.30	m2		6,997.50	10,253.40	2,000.00	7,464.00	34,987.50	1,399.50	9,465.29	3,991.20	7,655.84	7,158.21	14,619.59	1,370.59	107,362.60	1,151
	2.27	Level 2	38.90	m2		2,917.50	3,967.20	1,000.00	3,132.00	14,587.50	383.50	3,925.16	1,655.11	8,174.80	2,968.43	8,062.59	568.37	44,512.15	1,145
2.01	Level 2	23.70	m2		1,777.50	4,812.60	1,000.00	1,896.00	8,887.50	353.50	2,809.37	1,184.62	2,272.31	2,124.61	4,339.20	406.80	31,866.00	1,345	
<b>NZSM TOTAL</b>						58,737.50	65,007.00	16,000.00	63,720.00	298,687.50	11,947.50	77,264.93	32,580.04	62,494.45	58,432.31	119,339.40	11,188.07	876,338.69	

## Notes in Relation to this Credit Schedule

The works credited above specifically exclude other Landlord Works such as:

- Heritage Repairs and Reinstatement to existing fabric within Tenancy Spaces
- Window Repairs and Upgrades
- Strapping to existing walls within Tenancy Spaces where fitout is not Box in Box
- Seismic Strengthening Works to Main Superstructure within Tenancy Spaces unless specifically required by the Tenant
- Skirtings, Cornice and other such additional wall finishes to corridor circulation spaces, where the wall construction forms part of the Tenancy works as noted below.

- Credit amount relating to Walls element above, are inclusive of timber/steel framed corridor walls, doors and basebuild linings which border the Tenancy space. This is to give control of acoustic resilience to the Tenant in these locations.

- shading indicates spaces where full wall credit has been included



## Schedule 8: Lease Particulars

This Schedule sets out, either expressly or by reference, the information required to complete and engross each Tenant's Lease. A reference to the "Agreed Lease Terms" is a reference to:

- in the case of VUW, the separate agreement between VUW and WCC entitled "Agreed Terms and Instructions for Deed of Lease" dated 31 July 2018; and
- in the case of NZSO, the separate agreement between NZSO and WCC entitled "Agreed Terms and Instructions for Deed of Lease" dated 31 July 2018.

The parties acknowledge and agree that, in the event the relevant Agreed Lease Terms are inconsistent with the Lease attached at Appendix 7 or these Lease Particulars (including where the Agreed Lease Terms provide for new provisions or schedules to be inserted into the Lease, whether or not the Lease attached at Appendix 7 or the Lease Particulars already contemplate such provisions or schedules forming part of the Lease), the Agreed Lease Terms are to prevail and must be used to prepare and complete the engrossment of each Tenant's Lease.

LEASE REFERENCE	INSTRUCTION
<b>FIRST SCHEDULE</b>	
Item 1, Premises	Insert as per the Agreed Lease Terms.
Item 2, Car Parks	Insert as per the Agreed Lease Terms.
Item 4, Commencement Date	Insert as per the Agreed Lease Terms.
Item 6, Renewal Dates	The date that is 25 years less one day after the Commencement Date.
Item 7, Final Expiry Date	The date that is 35 years less one day after the Commencement Date.
Item 10, Rent Payment Dates	Insert the date of the first full month to occur during the Term.
Item 13, Business Use	Insert as per the Agreed Lease Terms.
Item 16, Tenant's Public Liability Insurance	Insert as per the Agreed Lease Terms.
<b>FIFTH SCHEDULE</b>	
Landlord's Fixtures and Fittings	Insert a description of those Landlord's fixtures and fittings which are in, and comprise part of, the premises as at the Commencement Date.
<b>SIXTH SCHEDULE</b>	
Premises Condition Report	Prior to execution of the lease, the Landlord will at its cost prepare a Premises Condition Report for approval by the Tenant. If any dispute arises as to the completion of the Premises Condition Report, the provisions of clauses 20.1, 20.2, and 20.3 of the Agreement shall apply in relation to the resolution of that dispute.

<b>ELEVENTH SCHEDULE</b>	
<b>Building Performance Criteria</b>	Insert the Building Performance Criteria forming part of the WCC Works Detailed Design (Approved), subject to clause 21.6 of this Agreement.
<b>TWELFTH SCHEDULE</b>	
<b>Tenant's Fixtures and Fittings</b>	Insert a description of those Tenant's fixtures and fittings which are in, and comprise part of, the premises as at the Commencement Date, which will include the Initial Fitout (as defined in the lease).
<b>CONTACT DETAILS OF THE PARTIES</b>	
<b>Contact Details of the Parties</b>	Insert the required contact details for each party as provided by each party to each other party prior to the Commencement Date (or if no such details are provided, insert the registered office address and the general enquiries telephone number and email address).



## Appendix 1: WCC Works Design Package

---

Refer to USB Drive annexed to this Agreement and containing WCC Works Design Package documents as downloaded from <https://www.dropbox.com/home/180703%20CRA> on 19 July 2018, as further described below:

### 1. Seismic Report

---

See file "2017.04.21 WTH Prelim Design Report.pdf" located in WCC Works Preliminary Design, Structural folder.

### 2. Building Services Performance Criteria

---

See file "180626 Lease Schedule 11 BPC.docx" located in WCC Works Detailed Design (Approved), Other folder.

### 3. WCC Works Preliminary Design

---

#### 3.1 Architectural

- (a) 170731 0.0 WTH PD Cover.pdf
- (b) 170731 4.1 WTH PD Debating Chamber.pdf
- (c) 170731 4.2 WTH PD Separate Accommodation.pdf
- (d) 170731 4.3 WTH PD West Hall.pdf
- (e) 170817 1.0 WTH PD Plans Rev2.pdf
- (f) 170817 2.0 WTH PD NLA Plans Rev3.pdf
- (g) 170817 3.0 WTH PD Outline Specification rev1.pdf
- (h) 170817 4.1 WTH PD Debating Chamber SKUP Diagram.pdf
- (i) 170823 West Hall Bridges.pdf

#### 3.2 Building Services

- (a) Wellington Town Hall Design Features Report - Updated PD Set.pdf

#### 3.3 Fire

- (a) 92937.15FES01b.pdf

#### 3.4 Structural

- (a) 2017.04.21 WTH Prelim Design Report.pdf
- (b) WTH Appendix B updated set for DA.pdf

- (c) WTH Development Project Preliminary Design Appendix A.pdf

3.5 **Other**

- (a) Copy of 170816\_Basebuild review in progress - REV1.xlsx

4. **WCC Works Developed Design**

---

4.1 **Architectural**

- (a) 05-01 WTH Architectural Design Strategy.pdf
- (b) 07-06 Auditorium Stage + Lift (003).pdf
- (c) 15-35 171208 Developed Design Specification.pdf
- (d) 171219 Combined Architecture.pdf

4.2 **Building Services**

- (a) WTH Building Services Drawings - Developed Design.pdf
- (b) WTH Building Services Schedules.pdf
- (c) WTH Document Register and Transmittal\_171208.pdf

4.3 **Fire**

- (a) 92937.15FES01c (1-17 A4) (18-22 A3).pdf

4.4 **Structural**

- (a) 2017.12.08 WTH Design Features Report - Developed Design (A4).pdf
- (b) 2017.12.08 WTH Development Project - Developed Design - Appendix A Drawings.pdf
- (c) 2017.12.08 WTH Development Project - Developed Design - Appendix B Floor Loading (A4).pdf
- (d) 2017.12.08 WTH Development Project - Developed Design - Drawing Register.pdf

4.5 **Other**

- (a) 180126 Developed design review NZSO (3).xlsx
- (b) 180516 Amendment to Design Packages re Stage Height.docx
- (c) Developed Design Document Register.xlsx

## Appendix 1A: WCC Works Detailed Design (Approved)

---

Refer to USB Drive annexed to this Agreement and containing WCC Works Detailed Design (Approved) documents as downloaded from <https://www.dropbox.com/home/180703%20CRA> on 19 July 2018, as further described below:

### 1. WCC Works Detailed Design (Approved)

---

#### 1.1 Architectural

- (a) 15-35 AAL-WTH Architectural Specification 180430 (1).pdf
- (b) 15-35 AAL-WTH Heritage Fabric - Exterior 180430.pdf
- (c) 15-35 AAL-WTH Heritage Fabric - Room by Room 180430.pdf
- (d) 180430\_Binder\_Detailed Design.pdf
- (e) 180430\_Transmittal\_Detailed Design.pdf

#### 1.2 Building Services

- (a) WTH - Building Services Drawings - Detailed Design.pdf
- (b) WTH - Building Services Specifications - Detailed Design.pdf
- (c) WTH - Document Register & Transmittal - Documents\_Detailed Design.pdf
- (d) WTH - Document Register & Transmittal - Drawings\_Detailed Design.pdf

#### 1.3 Fire

- (a) 92937.14S01c.pdf

#### 1.4 NZSO detailed design supplementary docs

- (a) 180516 Amendment to Design Packages re Stage Height.docx
- (b) 180627 NZSO Detailed design register of issues.xlsx
- (c) 180713 Alterations to Basement Cable Tray to Suit NZSO.pdf
- (d) 180713 WTH Stage access door option.pdf
- (e) 180717\_NZSO Approval of WCC Works.docx

#### 1.5 Structural

- (a) HCL Specs
  - (i) 1. Excavation and Hardfill.pdf
  - (ii) 2. Structural Demolition.pdf

- (iii) 3. Concrete - General.pdf
- (iv) 4. Concrete - Masonry.pdf
- (v) 5. Concrete - Precast.pdf
- (vi) 6. Steel Reinforcement.pdf
- (vii) 7. Structural Steelwork.pdf
- (viii) 8. Structural Steelwork Compliance Inspection.pdf
- (ix) 9. Unreinforced Masonry.pdf
- (x) 10. Structural Timber.pdf
- (xi) 11. Base Isolation.pdf
- (b) 2018.04.30 WTH Detailed Analysis Report - Rev 1.pdf
- (c) 2018.04.30 WTH Detailed Design Report - Appendix A - Drawings.pdf
- (d) 2018.04.30 WTH Detailed Design Report - Appendix B - Floor Loading.pdf
- (e) 2018.04.30 WTH Detailed Design Report - Appendix C - Drawing register.pdf
- (f) 2018.04.30 WTH Detailed Design Report.pdf

1.6 **Other**

- (a) 180503 Detailed Design Upload Dropbox
- (b) 180626 Lease Schedule 11 BPC.docx



**Appendix 2: VUW Fitout Works Specification**

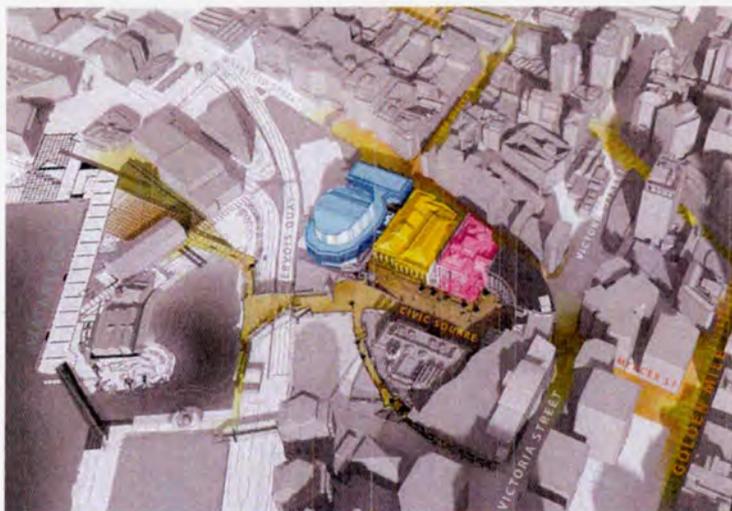
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15.35

WELLINGTON TOWN HALL

Wellington City Council  
Victoria University of Wellington  
New Zealand Symphony Orchestra

athfield  
architects  
limited  
athfield  
architects  
limited  
athfield



Preliminary Design  
NZSM Fitout



athfieldarchitects.co.nz  
105 Amritsar Street  
Wellington 6035  
PO Box 3364  
Wellington 6140  
New Zealand  
Tel 64 4 499 1727



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7.10. PERIOD INSTRUMENTS + ENSEMBLE	page 07.10.1

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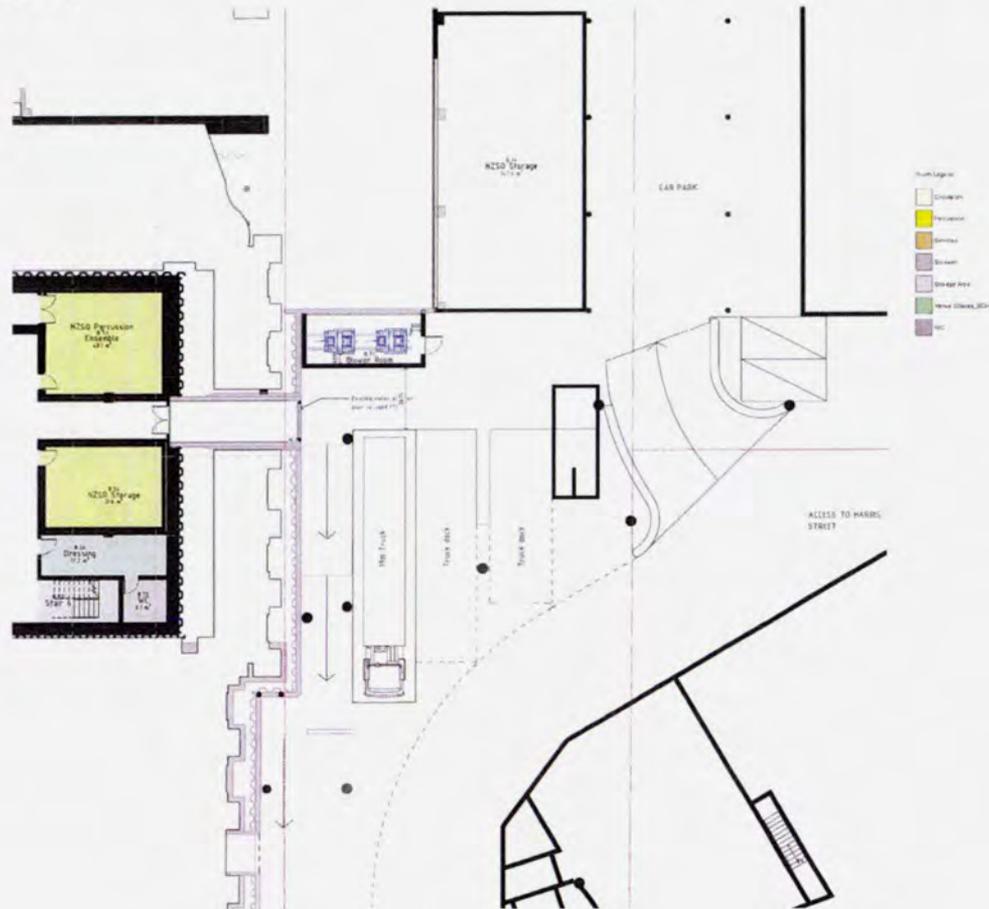
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WTH FITOUT PLANS  
1:200 @ A3

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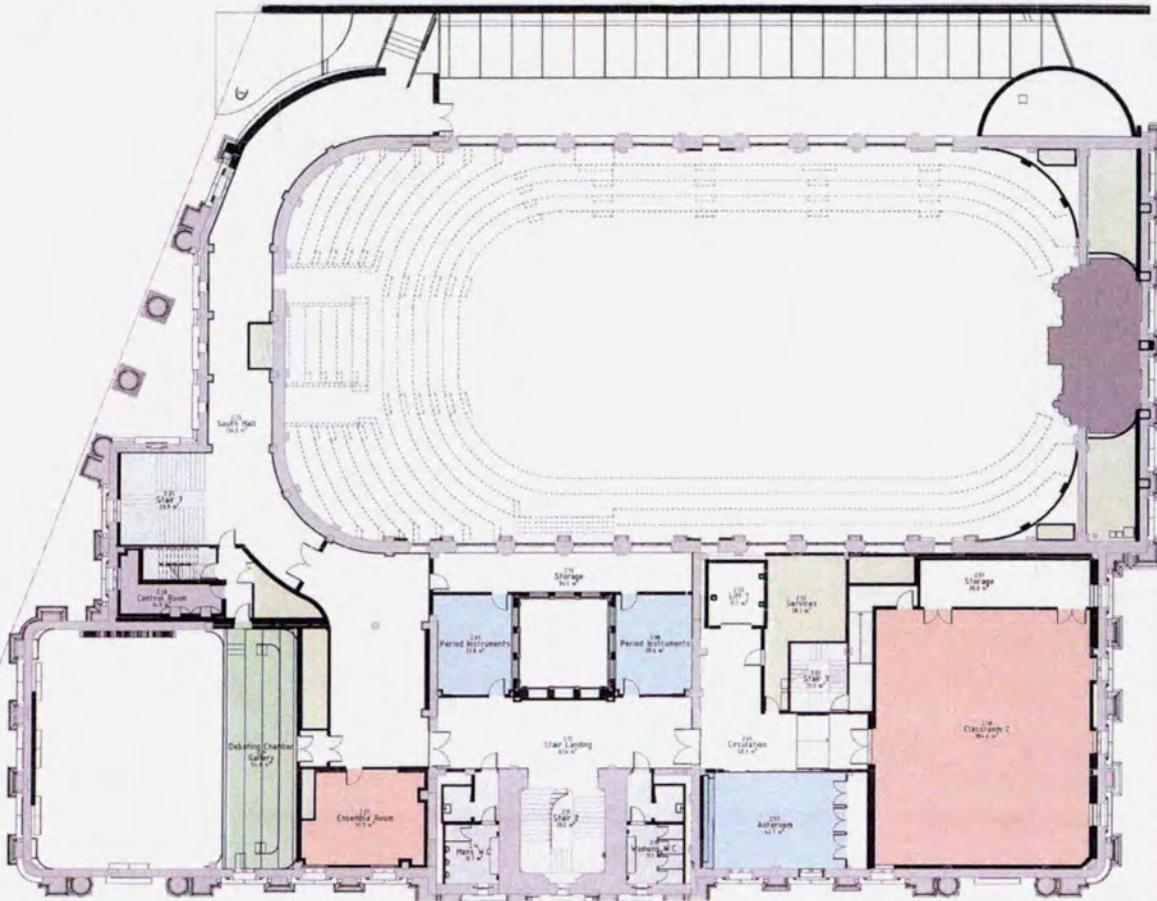




WTH FITOUT PLANS  
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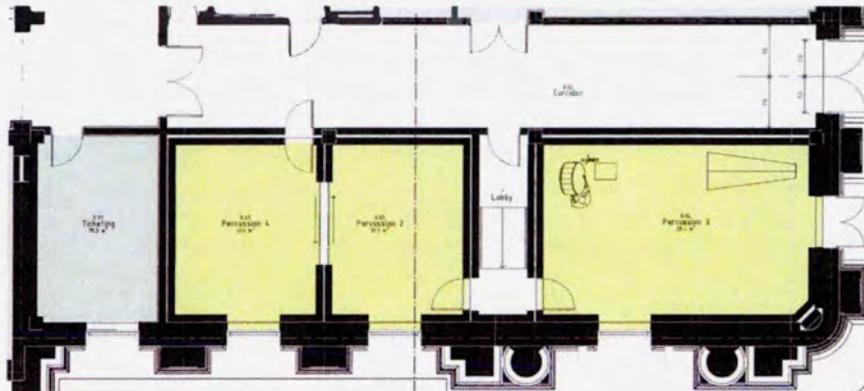




*PERCUSSION ROOMS*  
*LAYOUT PLAN*

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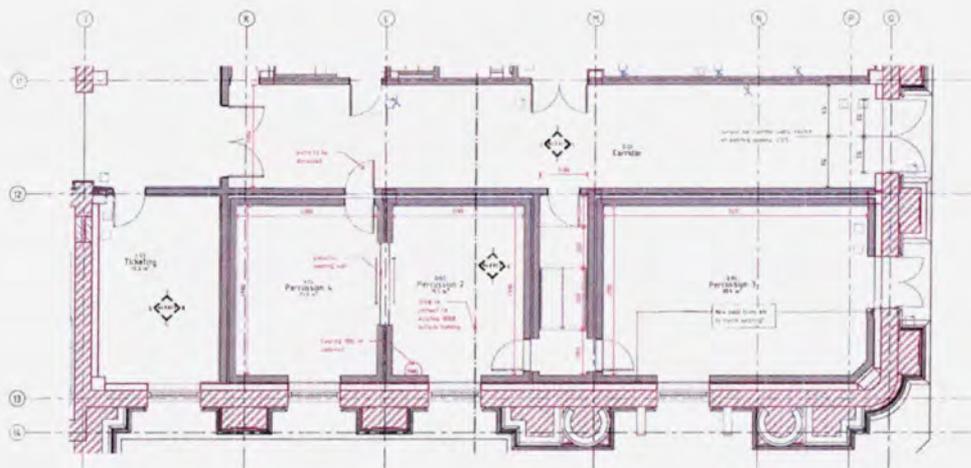


1:100 @A3

# PERCUSSION ROOMS TECHNICAL PLAN

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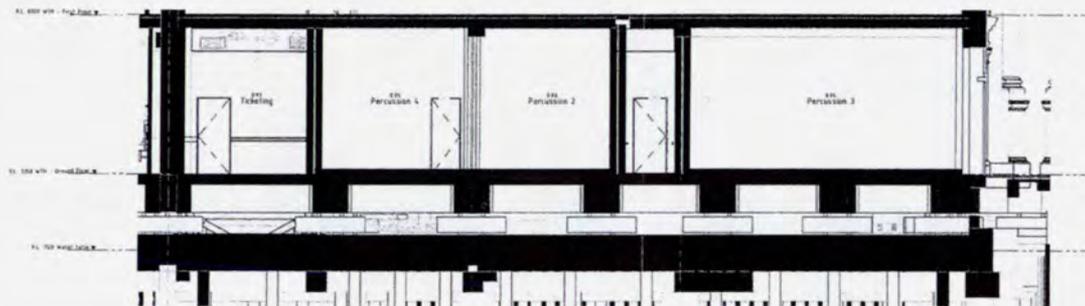


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PERCUSSION ROOMS  
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1:100 @A3

# ILOTT ROOM

## KEY SPACES STUDY

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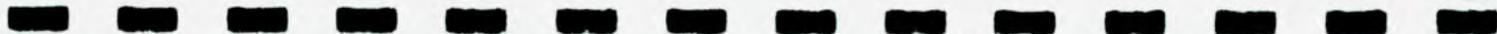
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CANTERBURY UNIVERSITY RECITAL HALL



BIRMINGHAM CONSERVATOIRE



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*KEY SPACES STUDY*

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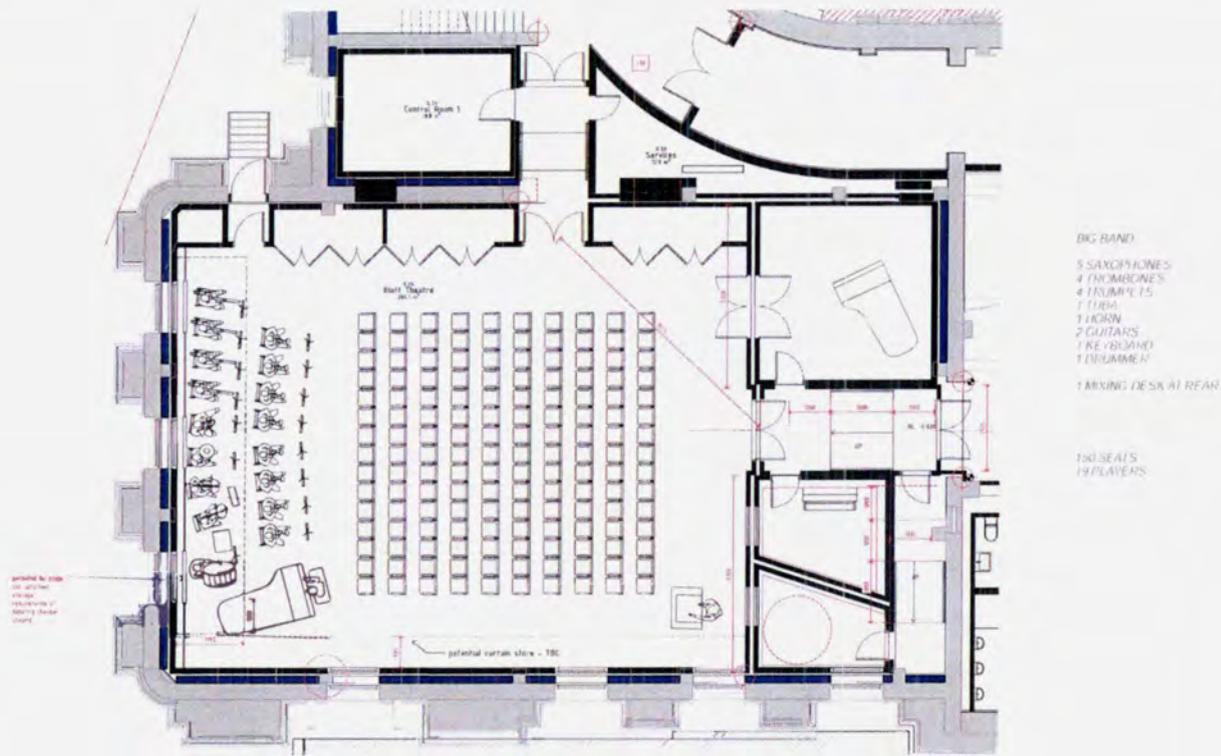
*ILOTT THEATRE INTERIOR*



# ILOTT ROOM FLOOR PLANS

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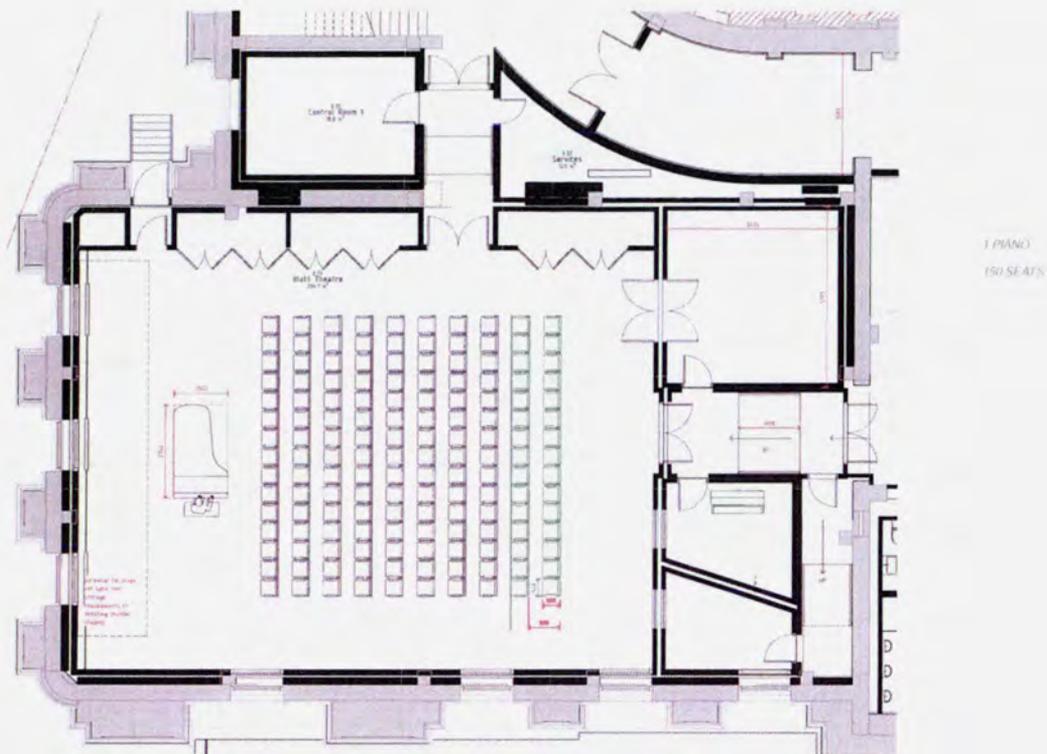


LEVEL 1

# ILOTT ROOM FLOOR PLANS

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LEVEL 1

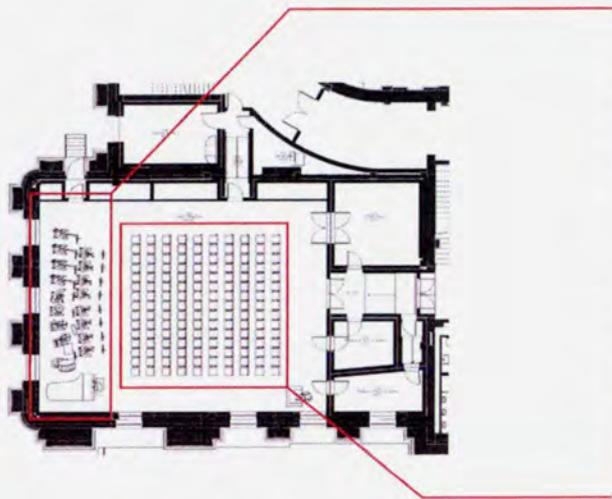


# ILOTT ROOM

## STORAGE REQUIREMENTS

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### STAGE STORAGE

The Staging Direct NZ product, Intelistage is proposed for temporary staging and can be easily packed down to minimize the storage footprint.



### SEAT STORAGE

Using Calibre stackable seating, the excess chairs can be stacked down to 7 trolleys x 0.6m<sup>2</sup> each.



stackable down to this area

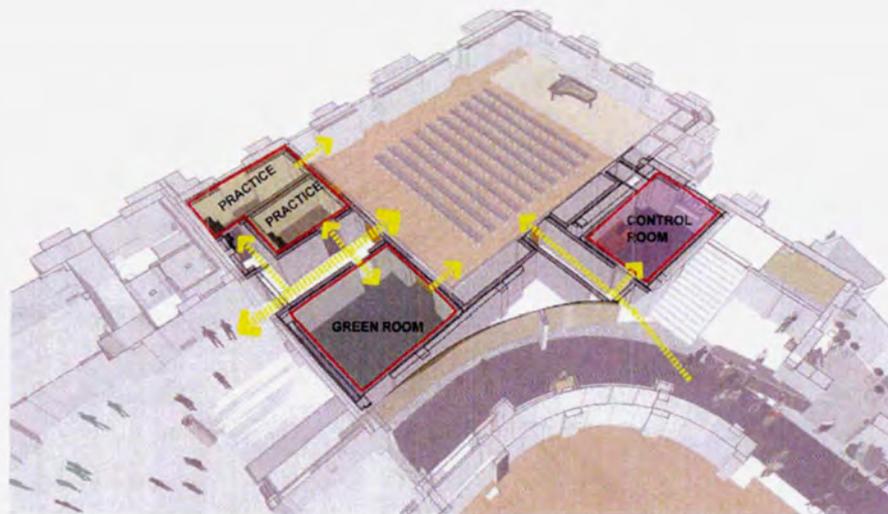
# ILOTT ROOM

## KEY SPACES STUDY

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### ILOTT THEATRE SURROUNDING ROOMS



GROUND





# DEBATING CHAMBER BRIEF & DESCRIPTION

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Section 07.08: Debating Chamber Design Info  
Page 07.08.1

## DESCRIPTION / FUNCTION

Intimate venue with live acoustic, folding tablet chairs, 2 grands, accommodate accompanists

### NZSM Uses:

The Council Chamber will be used when possible for the functions originally identified for a larger Concert Chamber. It will be an important performance space for NZSM and will be used for public performances by students and faculty as well as external performers either presented by the school or brought in by external hirers. For larger audiences and larger productions it is likely that the WTH Main Auditorium will be used. It will be used extensively as a rehearsal and teaching space for NZSM, including public speaking, presentations and lectures.

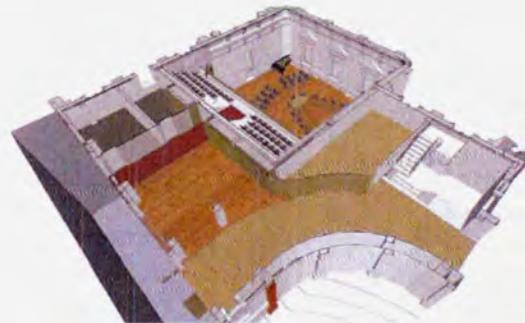
It is proposed that the existing Council Chamber is reconfigured to ensure the audience has a good visual and acoustic experience. The principal change is the reconfiguration the balcony.

The Council Chamber will be acoustically designed for the performance of small to medium size acoustic (unamplified) music events.

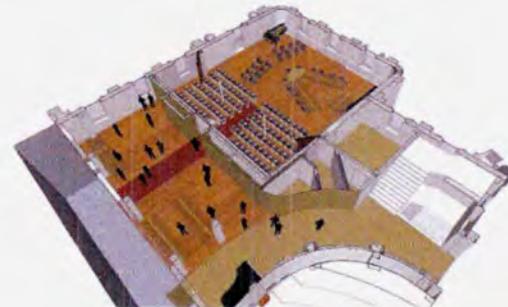
Further investigation is required to determine if it will be appropriate for the occasional use for concerts with light amplification. If so this will likely require the inclusion of adjustable acoustic surfaces to allow the space to be used for a wide range of secondary uses as referred to below.

**WCC Uses:** Council debating and committee use. Performance space, public and community and civic functions.

**NZSO Uses:** May be used for auditioning etc. Or smaller recitals.



LEVEL 2



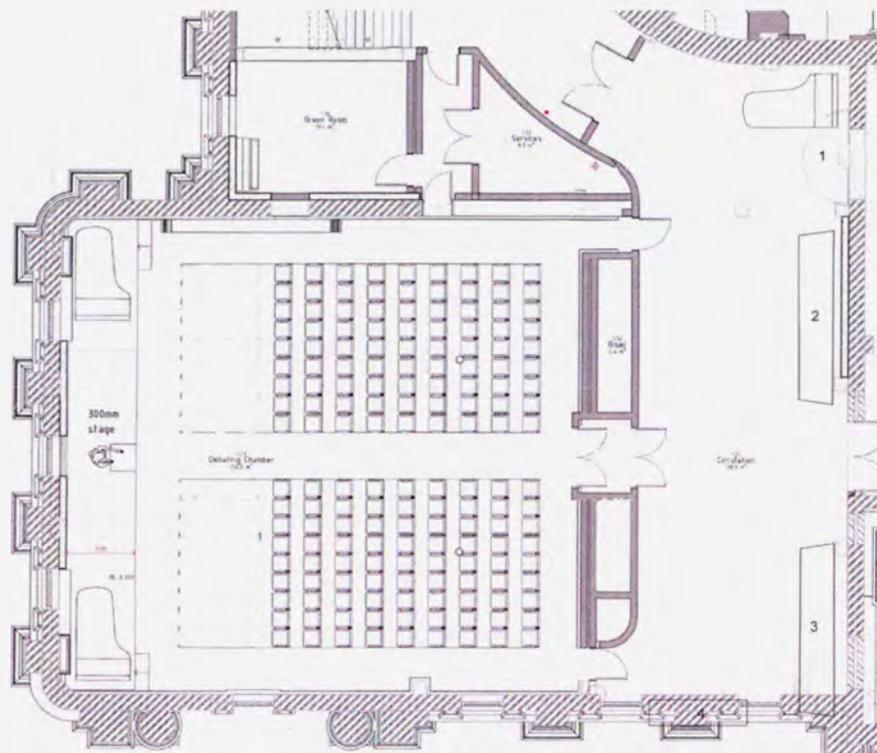
LEVEL 1



DEBATING CHAMBER  
FLOOR PLANS  
2m STAGE

15.35  
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Section 07.08: Debating Chamber Design Info  
Page 07.08.2



**OCCUPANCY**

- 216 in audience
- 214 seats
- 1 performers / speaker

*Note: Fire design maximum for 2x egress routes is 240*

**STORAGE**

Using calibre stackable seating, the excess chairs can be stacked down to 3 trolleys x 0.5m<sup>2</sup> each.



stackable down to this area

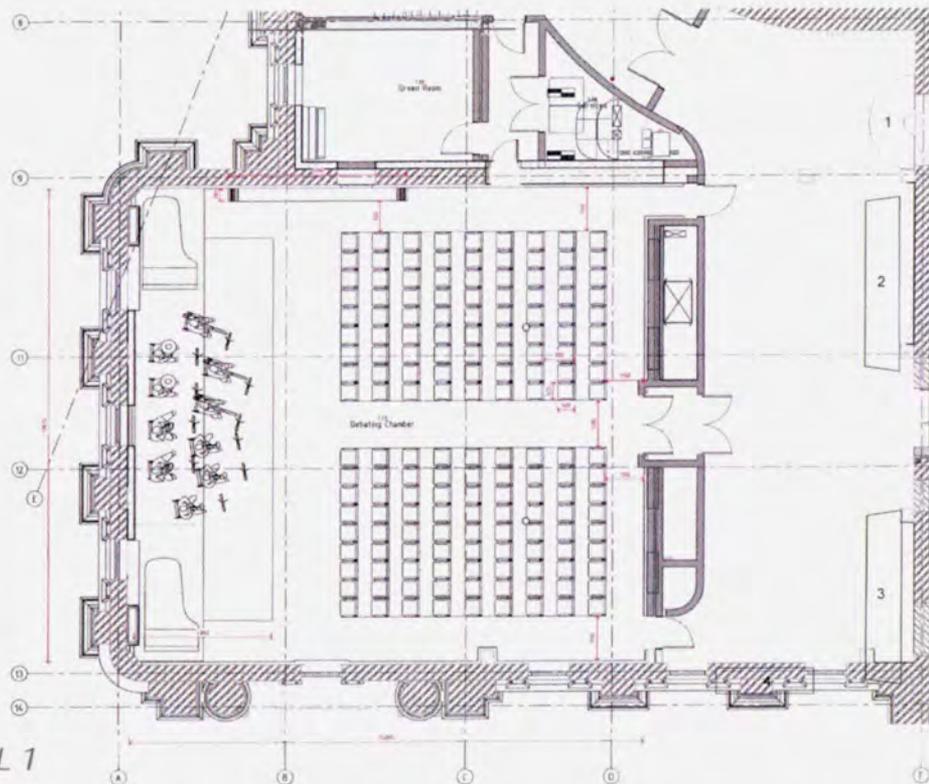
LEVEL 1

# DEBATING CHAMBER FLOOR PLANS 4m STAGE

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Section 07.08: Debating Chamber Design Info  
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180 SEATS



## OCCUPANCY

101 in audience  
100 seats  
10 performers

*Note: Fire design maximum  
for 2x egress routes is 240*

## STORAGE

Using calibre stackable  
seating, the excess  
chairs can be stacked  
down to 3 trolleys x  
0.6m<sup>2</sup> each



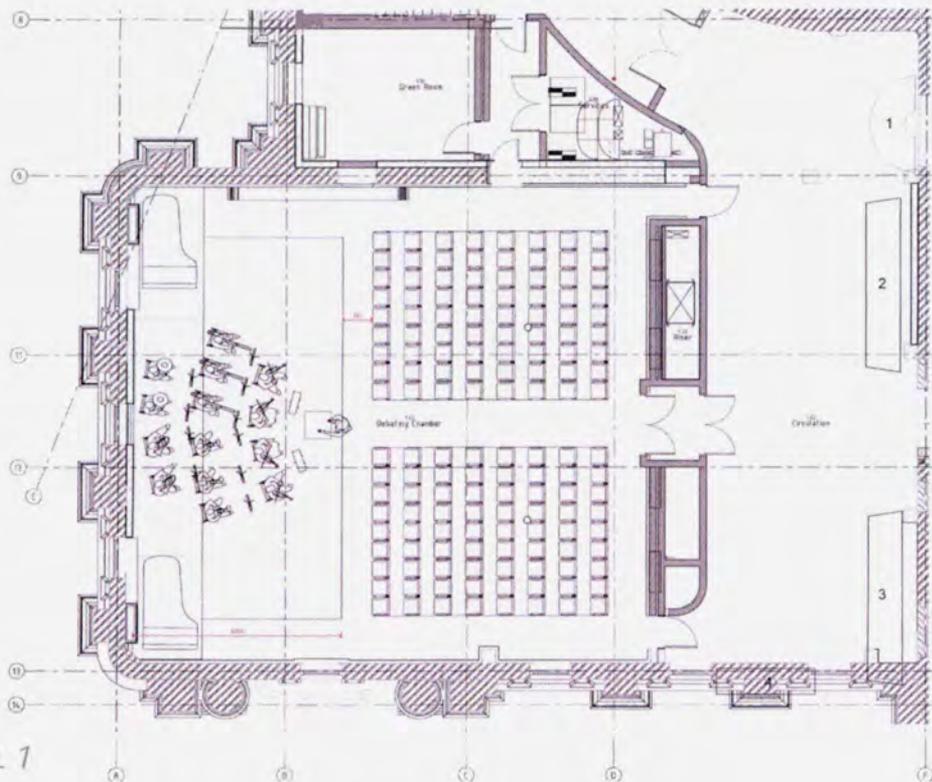
stackable down to  
this area

LEVEL 1

**DEBATING CHAMBER**  
**FLOOR PLANS**  
**6m STAGE**

15.35  
 Wellington Town Hall Project  
 Design Criteria  
 09 October 2017

Section 07.08: Debating Chamber Design Info  
 Page 07.08.4



LEVEL 1

**OCCUPANCY**

146 in audience  
 144 seats  
 14 performers

*Note: Total design maximum for 2x egress routes is 249*

**STORAGE**

Using calibre stackable seating, the excess chairs can be slacked down to 3 bays x 0.6m each.

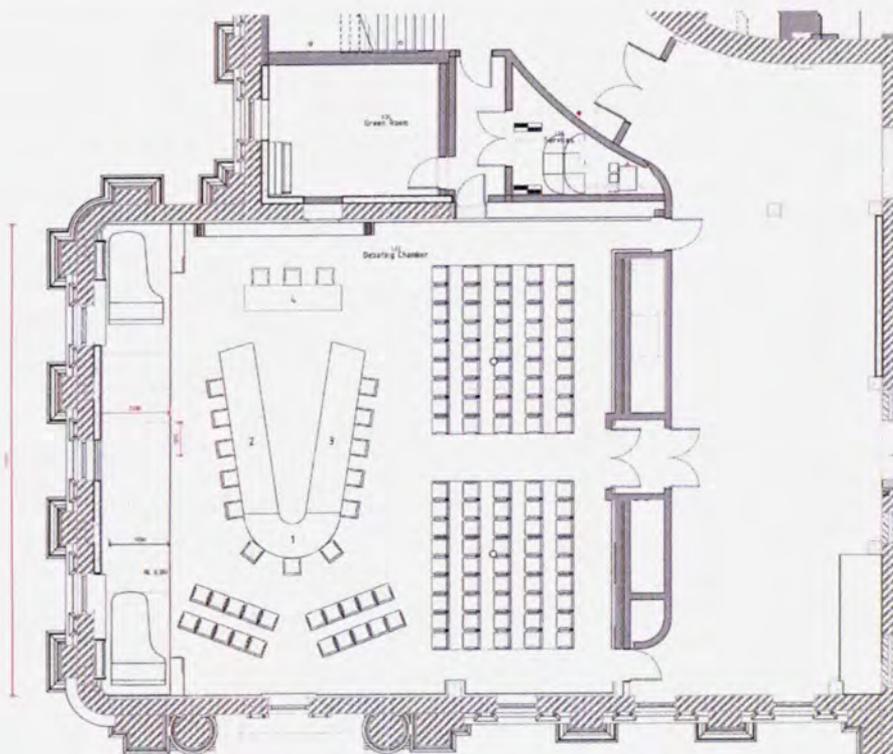


stackable down to this area

# DEBATING CHAMBER FLOOR PLANS

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## OCCUPANCY

88 in audience / seats  
36 council seats

*Note: Fire design maximum  
for 2x egress routes is 240*

## STORAGE

Using calibre stackable seating, the excess chairs can be stacked down to 3 trollies x 0.6m<sup>2</sup> each.



stackable down to  
this area

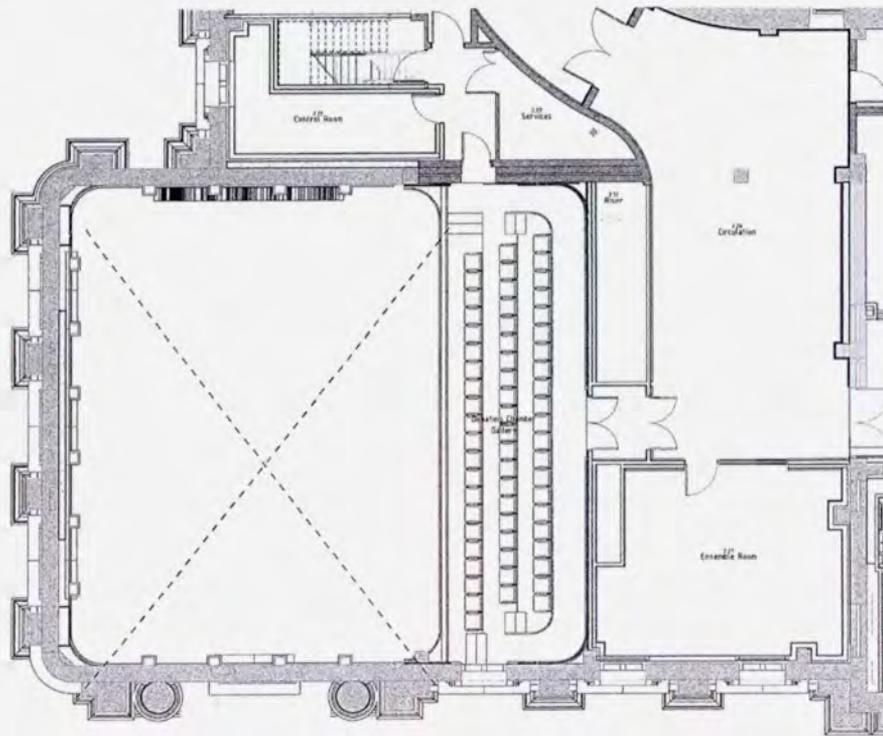
LEVEL 1



DEBATING CHAMBER  
FLOOR PLANS  
L2 GALLERY OPTION A

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OCCUPANCY

64 seats

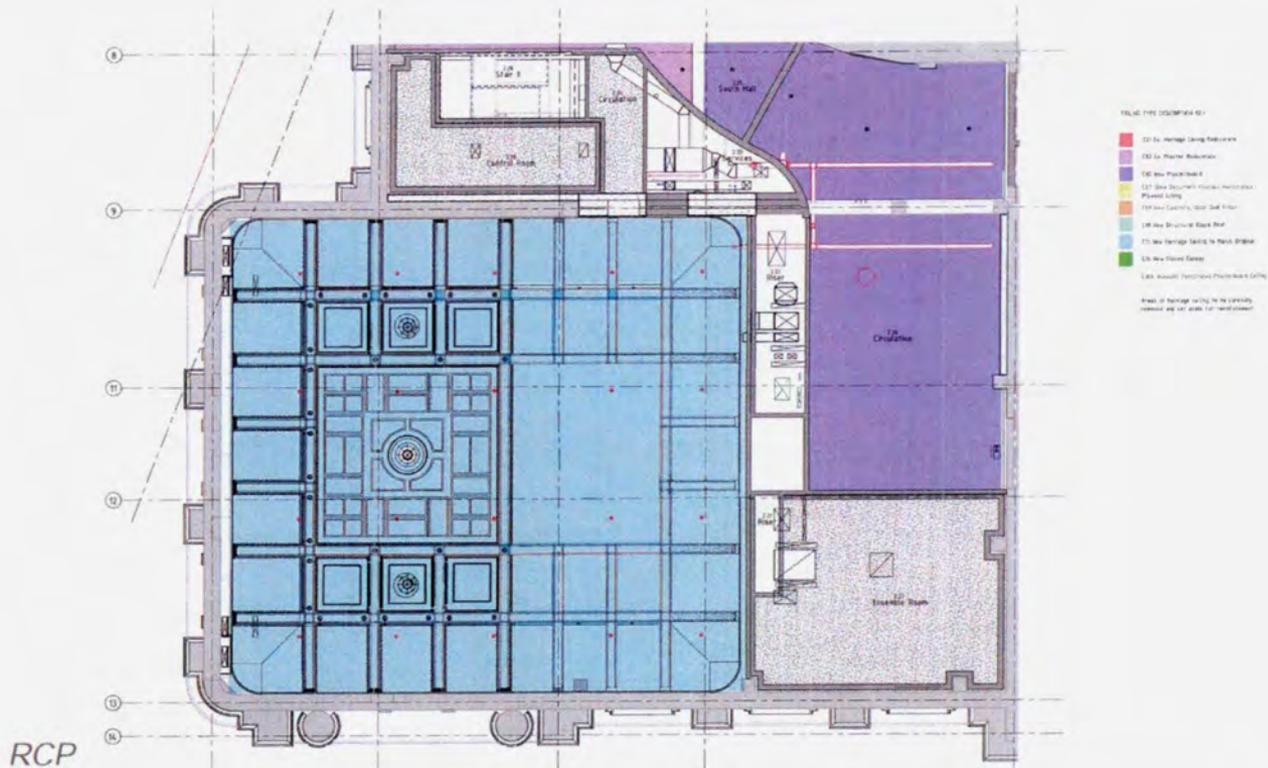
Note: Fire design maximum  
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LEVEL 2

# DEBATING CHAMBER RCP LEVEL 2

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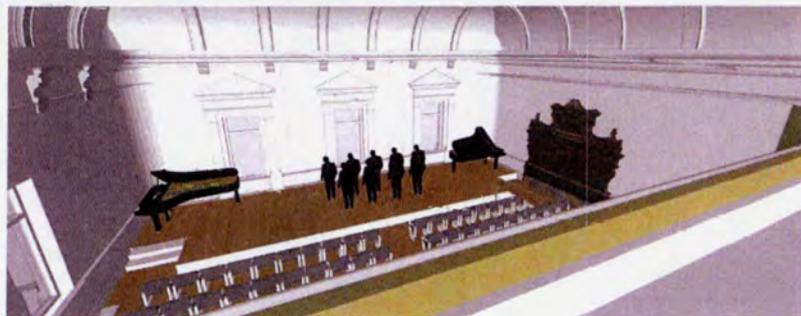
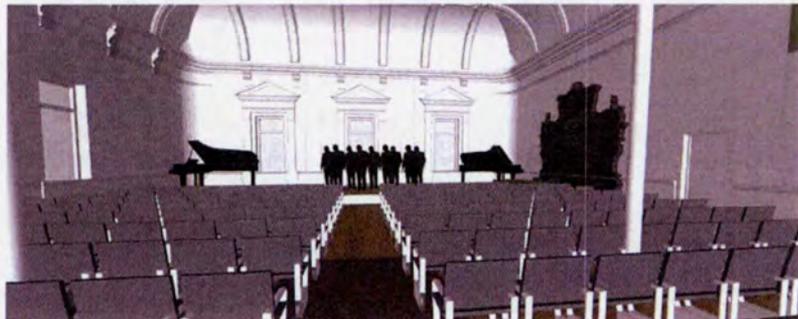
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**DEBATING CHAMBER**  
**PERSPECTIVE VIEWS**  
**4m STAGE**

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*DEBATING CHAMBER  
PERSPECTIVE VIEWS  
MAYORAL LAYOUT*

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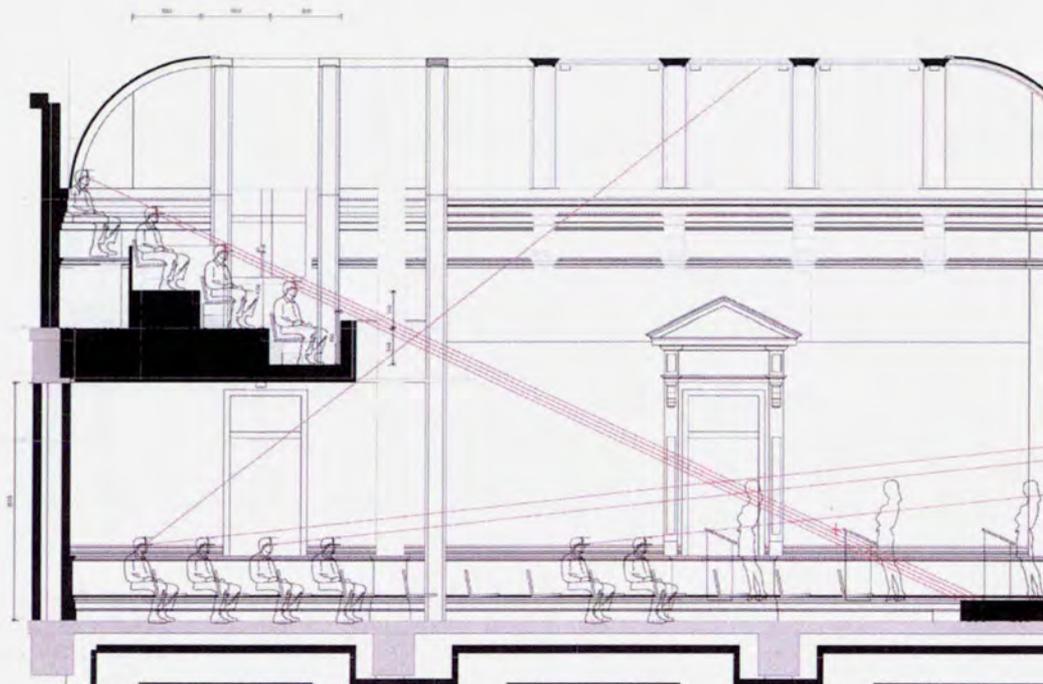


DEBATING CHAMBER  
SECTIONS - OPTION B

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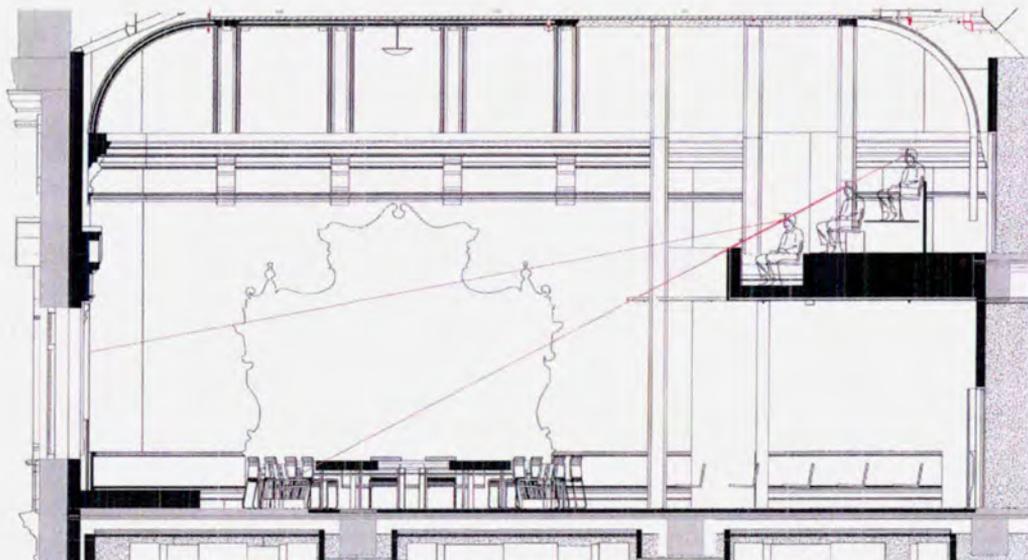
64 SEATS



DEBATING CHAMBER  
SECTIONS  
COUNCIL MEETING

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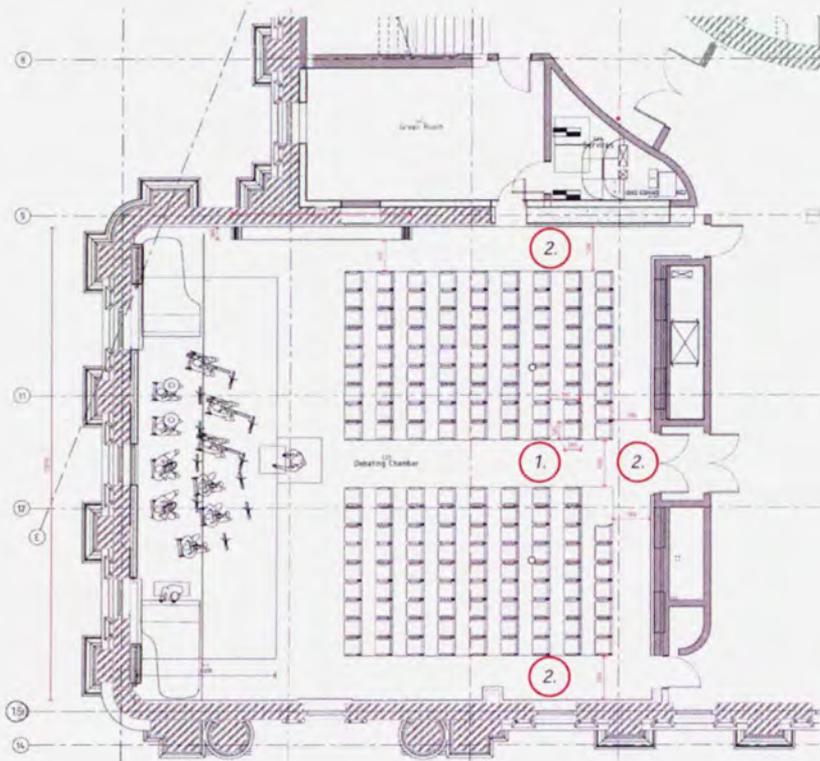
—| Debating Chamber Section 8 - Planview - 20.0



DEBATING CHAMBER  
CODE COMPLIANCE  
LEVEL 1

15.35  
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Section 07.08: Debating Chamber Design Info  
Page 07.08.12



**Table 3.3 Walkways in fixed seating**

Minimum walkway width (metres)	Maximum number of seats in any row	
	One side	Aisles both sides
300	3	14
340	3	16
380	3	18
420	10	20
460	11	23
500	12	24

**Aisles**

3.7.5 Aisles serving fixed or loose seating (see Figure 3.14) shall provide access to final exits or escape routes. The width of the final exits or escape routes shall be the greater of the

- a) Aisle width as required by Paragraph 3.7.6, or
- bi) Width required by Paragraph 3.3.2

3.7.6 Aisle widths shall be no less than:

- a) 750 mm when serving up to 60 seats
- bi) 900 mm when serving over 60 seats on one side only, or

**2.** ci) 1100 mm in all other cases.

The minimum width shall occur at:

- di) If discharge is in one direction only, the point furthest from the exit door in aisles, or
- ei) If discharge is in two directions, the mid-length of an aisle to separate cross aisles or to separate exit doors.

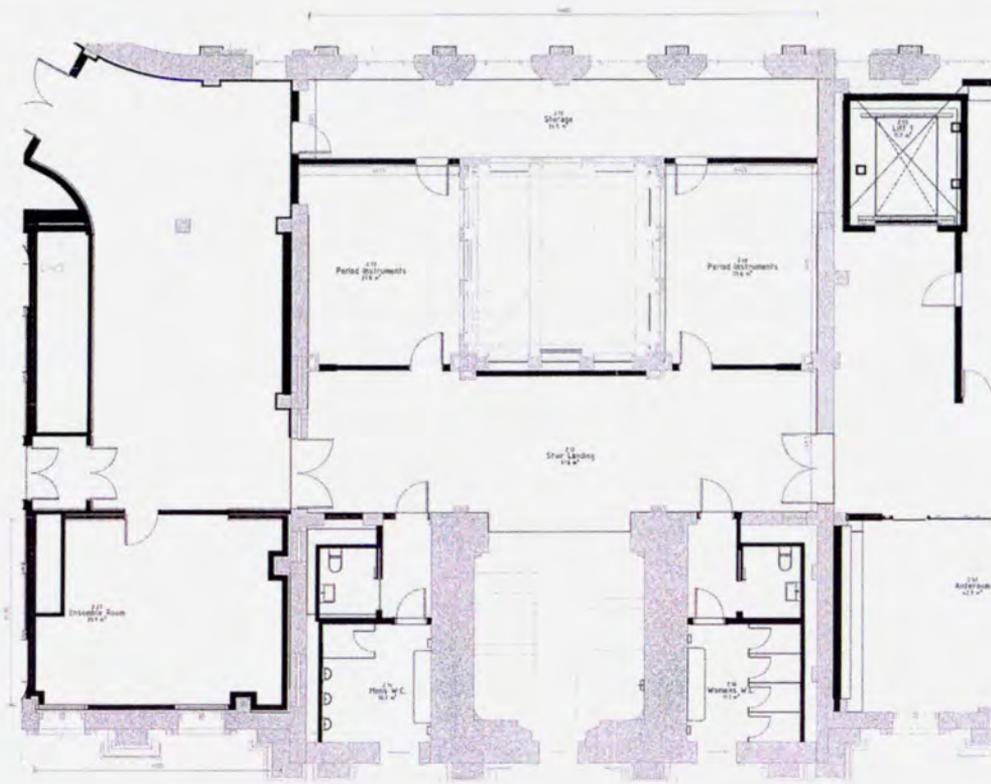
There is nothing to prevent an aisle being made wider than the minimum required. However, to avoid restrictions, this shall be done only in the direction of travel.



PERIOD INSTRUMENTS + ENSEMBLE  
FLOOR PLAN 1:100 @A3

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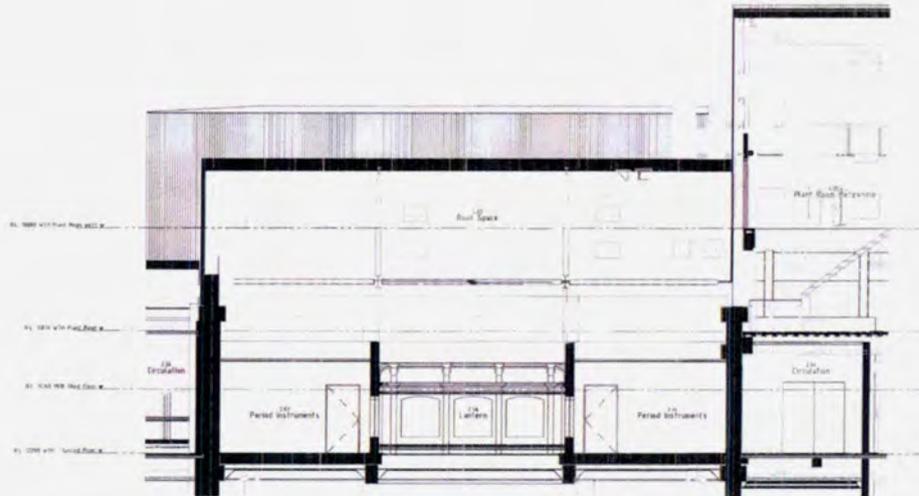
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*PERIOD INSTRUMENTS + ENSEMBLE*  
**SECTION** 1:100 @A3

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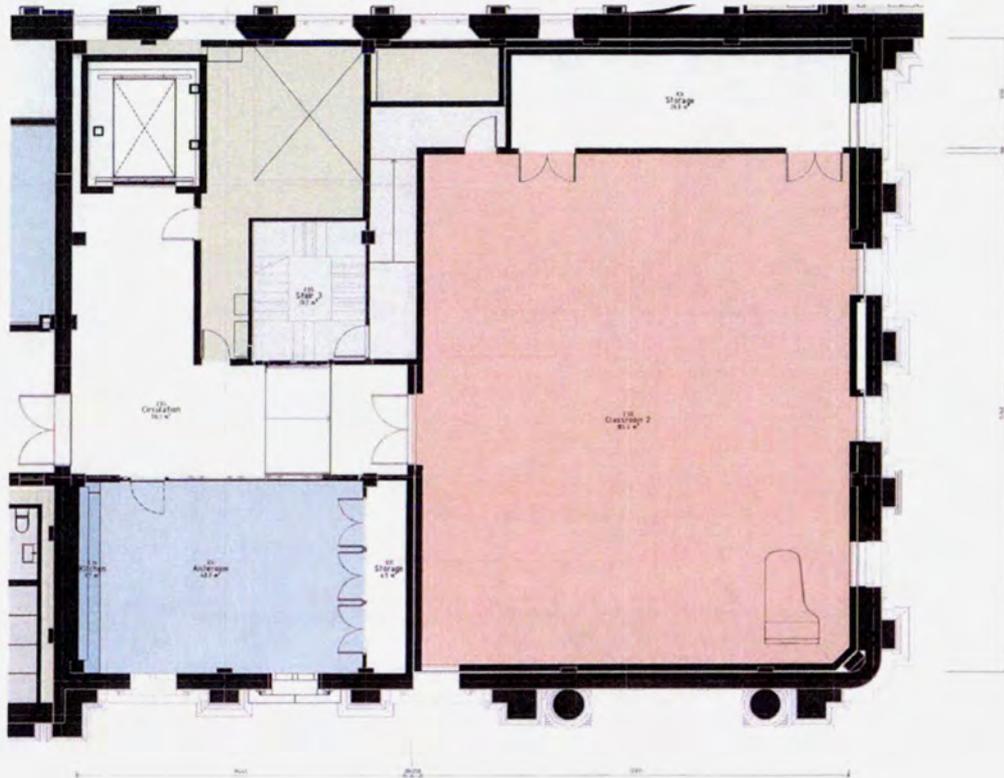
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**CLASSROOM 2 + ANTEROOM**  
**FLOOR PLAN** 1:100 @A3

15.35  
Wellington Town Hall Project  
Design Criteria  
09 October 2017

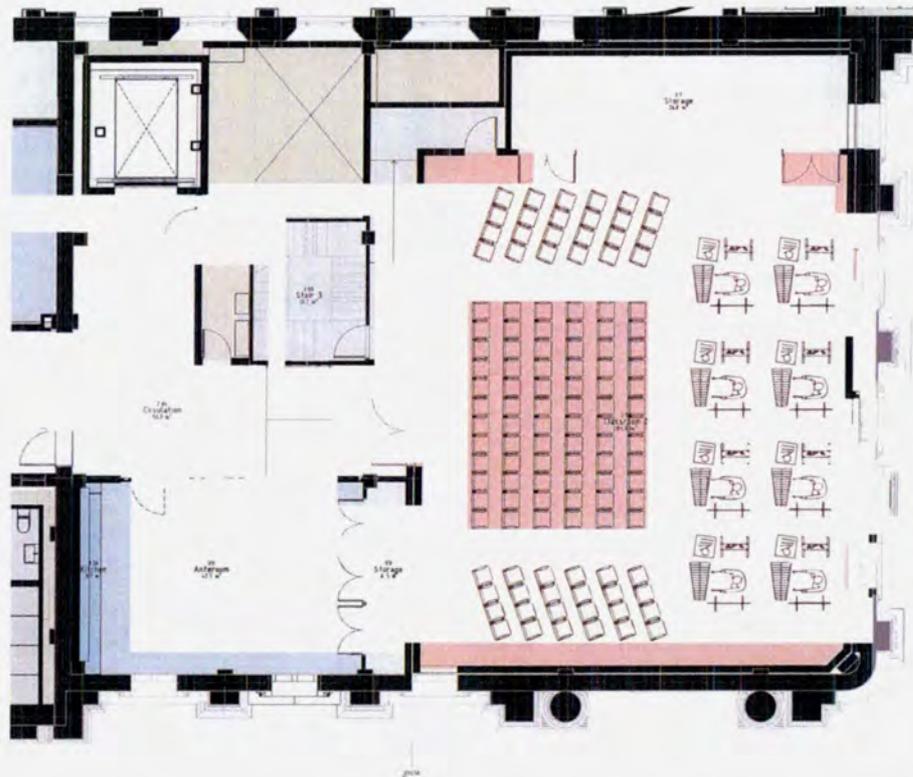
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**CLASSROOM 2 + ANTEROOM**  
**FLOOR PLAN** 1:100 @A3  
**PERCUSSION PERFORMANCE**

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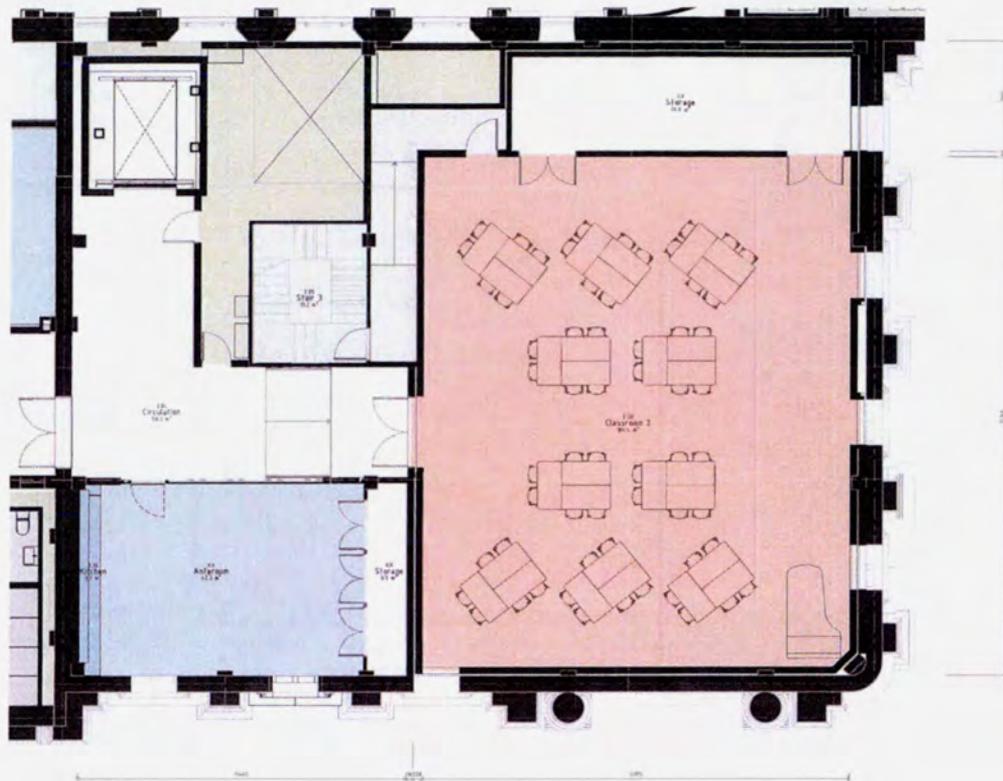
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**CLASSROOM 2 + ANTEROOM**  
**FLOOR PLAN** 1:100 @A3  
**TEACHING 1**

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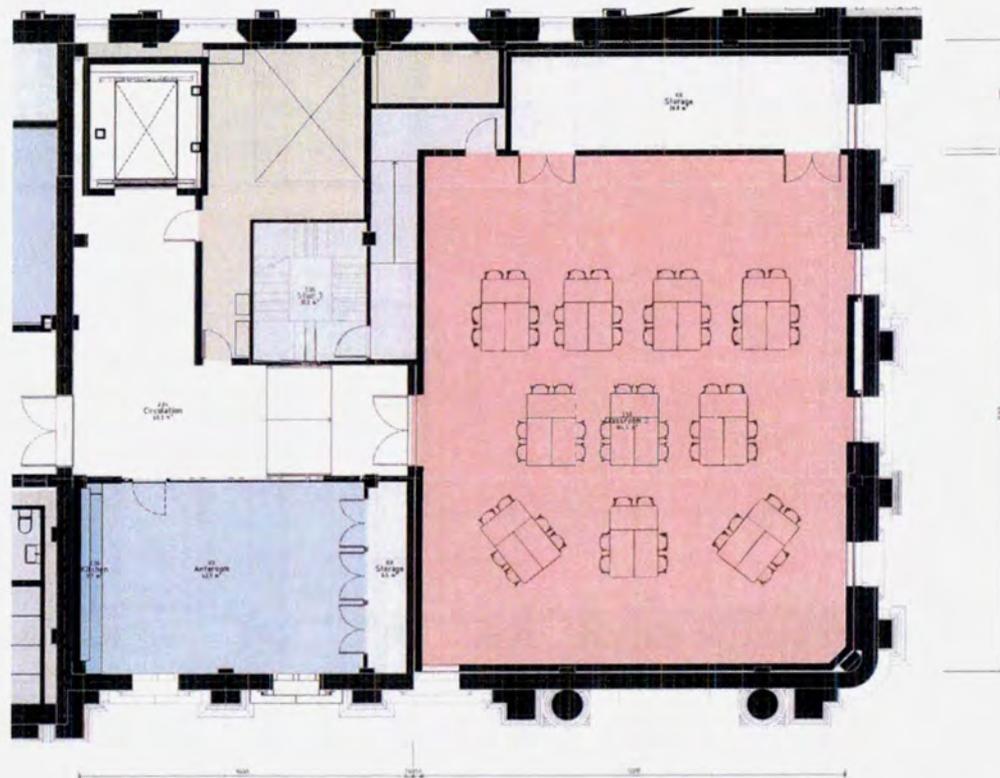
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CLASSROOM 2 + ANTEROOM  
FLOOR PLAN 1:100 @A3  
TEACHING 2

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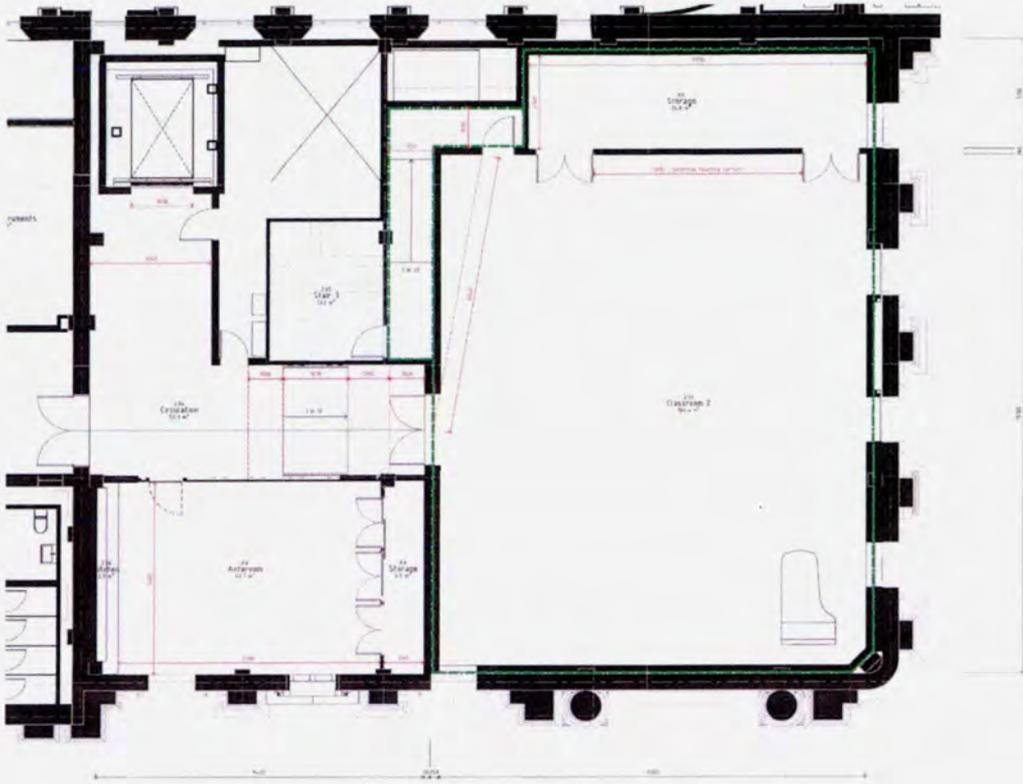
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**CLASSROOM 2 + ANTEROOM**  
**TECHNICAL PLAN** 1:100 @A3

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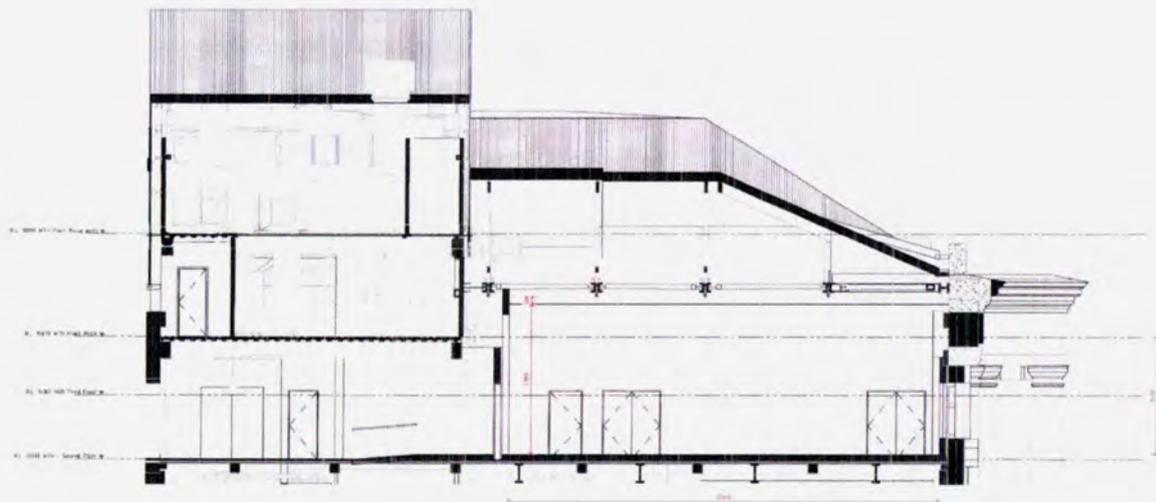


# CLASSROOM 2 + ANTEROOM SECTION

1:100 @A3

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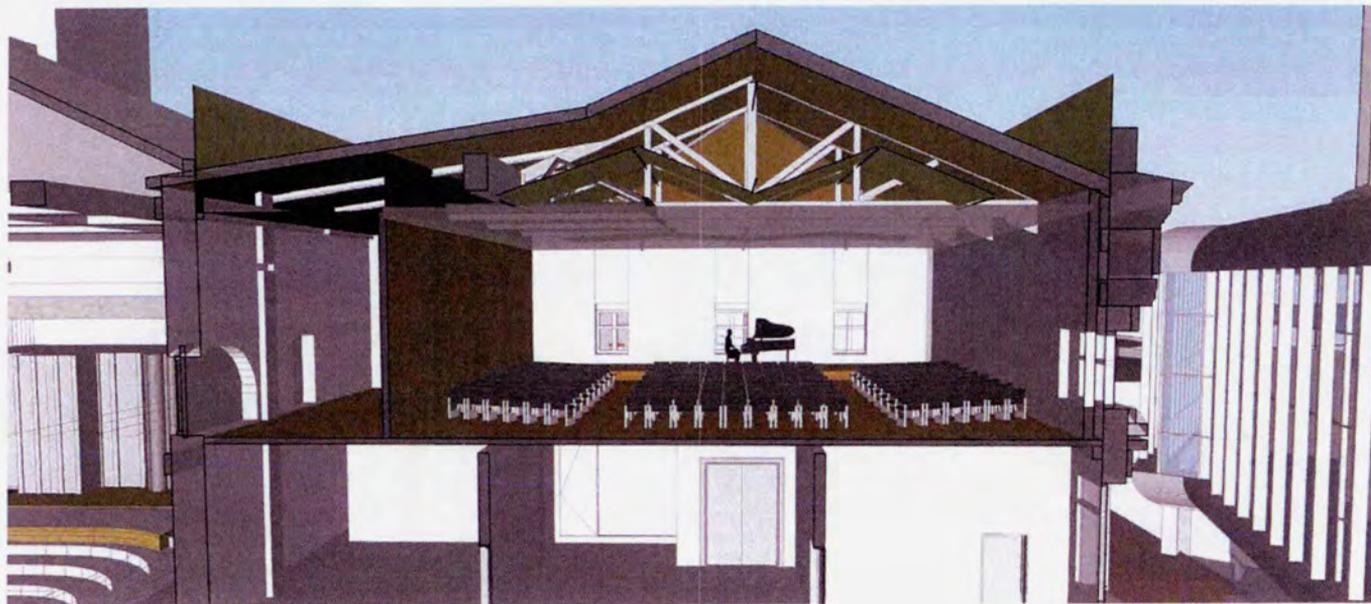


*CLASSROOM 2 + ANTEROOM*  
*SECTIONAL PERSPECTIVE*

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WITH STORAGE AND BREAKOUT



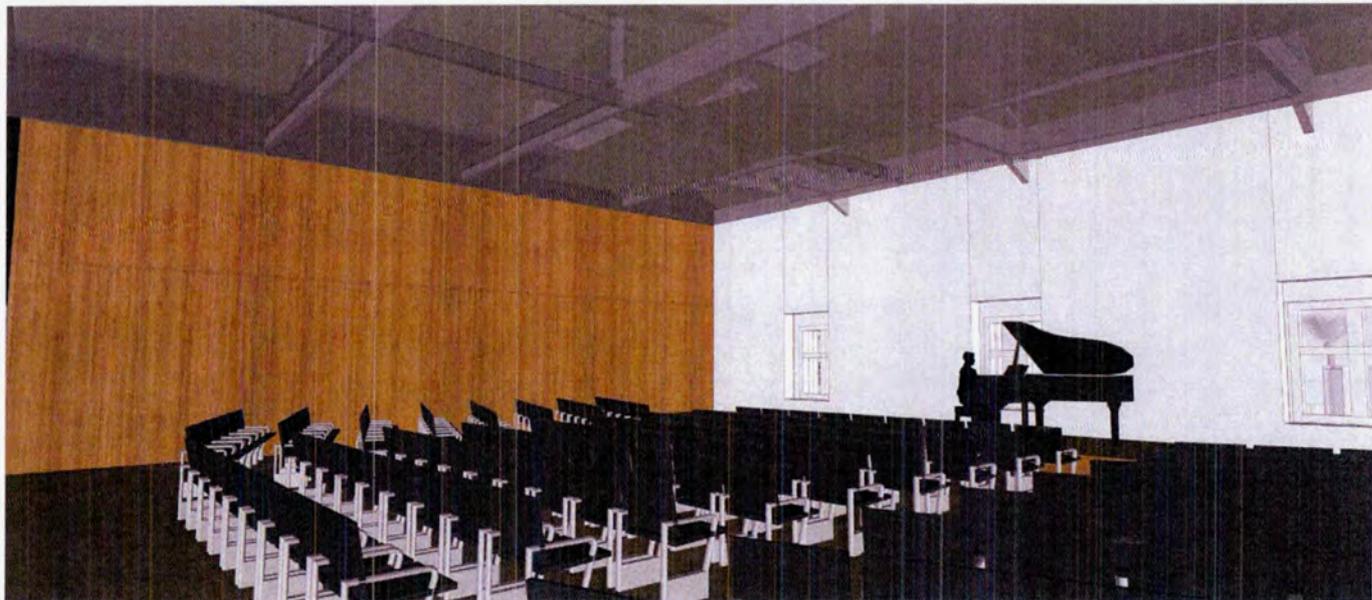
PERFORMANCE MODE A - PERSPECTIVE

*CLASSROOM 2 + ANTEROOM*  
*PERSPECTIVE*

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WITH STORAGE AND BREAKOUT



PERFORMANCE MODE A - PERSPECTIVE



# NZSM ROOM DATA SHEETS

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PERCUSSION ROOM (JAZZ)	Room No. 0.03, 0.04, 0.05
DATE	11-09-17

ROOM DESCRIPTION	
Proprietorship & Use	NZSM only
Description / Function	Teaching and student practice studio for solo and ensemble percussion
Location & floor level	WellingtonTown Hall – Ground Floor
Area Achieved (m <sup>2</sup> )	0.03=19.5m2 0.04=39.3m2 0.05=21.0m2
Area Briefed (m <sup>2</sup> )	5.02=30m2 5.03=30m2 5.04=15m2
Average Room Height (m)	3.5 (TBC)
Existing comparison	MS101, MS103, MS102
Occupancy	8, 4, 4
User groups	NZSM percussion – Generally Jazz
Teaching	yes
Adjacencies	Critical: To other Jazz percussion rooms to enable redistribution of instruments. Percussion studio needs to be adjacent to the Ilot Room Beneficial: student instrument storage
ACOUSTIC	
Musical/Acoustic activity	Percussion Practice with Max sounds levels at 110dBA
Instruments	2 x Drumsets. Various Percussion instruments. Keyboard and stand (Vibraphone?). TBC
Acoustic performance	Damp (absorbitive). Refer wall, floor and ceiling finishes
Acoustic Isolation	ROOM TYPE 1 – Room within Room construction. Refer separate Acoustic Specification. Room will require ramp to gain access. 150mm height change The activities identified above will generate max sound levels of 100-110dBA.
ARCHITECTURAL	
FFE	Seating: 8 loose chairs for the large rooms, less for smaller rooms. Whiteboards staved wall mounted Doors to be big enough to get a 2200x900mm Mirimba.
Built-in Joinery & Equipment	Open deep shelving for student equipment storage (could be adjacent to room)
Flooring	Carpet Tiles
Wall Finishes	Permanent or demountable bass traps and sound absorbers. MDA to confirm.

Ceiling Finishes	Absorptive ceiling product - Marshall Day to confirm.
HVAC	
Heating, cooling & Ventilation	NC 25-30 Level OK for Jazz percussion. Ideally design HVAC system to have two speeds. Higher speed to meet air quality for full occupancy. (8 people). Have a turn down mode for 1-2 people (likely to achieve NC20-25)
Hydraulics	none
ELECTRICAL	
Lighting	Task downlighting
Electrical	Power: 8 x double sockets, distributed around room low level for big room. 4 x Double sockets way fixed sockets for smaller rooms. Put on trunking
Data	Cat6 x 6 outlets for the large space general wireless coverage Cat6 x 4 outlets for the smaller spaces Put on trunking
DATA	
IT	No PC required (BYOD)
AV	Wall mounted PA speakers?
Audio	Audio speaker wiring in-wall? Terminations?
Security	Cardax
FIRE	
Finishes / systems	
GENERAL NOTES	
Other Comments:	

# NZSM ROOM DATA SHEETS

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<b>NEW ILLOTT ROOM</b>	<b>Room No. 0.24</b>
DATE	11-09-17
<b>ROOM DESCRIPTION</b>	
Proprietorship & Use	NZSM with hire by WCC (outside organisations)
Description / Function	<p>High recordability, performance appropriate lighting bars, flexible, dampish acoustic, stackable chairs</p> <p><b>NZSM Uses:</b></p> <p>This space is a large flat floor space able to take a max of 200 people but more suited to an audience of 150 people. Potential for 2m stage to be set up at front until needed in Debating Chamber for a 6m stage set up.</p> <p>It has a relatively 'damp' acoustic performance and will be used large by NZSM's Jazz programme.</p> <p>Aesthetic as per Leeds college would be good.</p> <p>It will also be available for hiring out and can double as foyer or breakout space for a large event in the main auditorium.</p> <p>To meet the requirements of the NZSM Jazz programme it has adjacent recording control room combined with isolation/practice rooms.</p> <p>Refer to Notes at end with regard to the historic development of the functional requirements of this space</p> <p><b>WCC Uses:</b> Primary use as support space for the Auditorium. Would be utilised for community and civic functions.</p> <p>Multipurpose flexible space. Requires testing with WCC as to where the furniture is stored and how long to set up the room for functions.</p>
Location & floor level	WTH Ground Floor
Area Achieved (m <sup>2</sup> )	205
Area Briefed (m <sup>2</sup> )	180
Average Room Height	3.5 - 3.7m achieved
Existing companion	SU 310
Occupancy	150 seated + 30 performers. Add seats from other areas up to max 200. Max total 249 standing or moving (or as per fire report).
	3 <sup>rd</sup> exit not required for NZSM numbers unless WCC wants it.
Teaching	Yes
Adjacencies	<p>Critical: Isolation booths for recording x 2. Studio control room with visual link.</p> <p>Performance lighting could be controlled from the Front of House mixing position</p> <p>Beneficial: catering link - pop up to be used.</p> <p>Loading route to dock required - freight lift min inner dim. 2m x 3m inner</p> <p>isolation booths for recording x 2. Could double as practice spaces.</p> <p>Need to test video vs visual link or have acoustic windows</p>

	<p>Need storage space so it can double as a large open space for hiring out. Big band music storage. Chair storage</p> <p>isolation rooms for drums piano and bass. Green room could double as piano iso / piano store for 2<sup>nd</sup> piano. Iso / Practice rooms to have separate access from outside lott room.</p> <p>Swap green room and control room. Control room can be smaller.</p> <p>Access corridor at back?</p>
<b>ACOUSTIC</b>	
Musical/Acoustic activity	<p>Big Band rehearsal, Jazz combos, Percussion ensemble, Latin ensemble, Auditions, Recitals, high quality multi-track audio and video recording, Jazz performance workshops, Jazz Recitals, Classroom use, movement workshops and dance, Multimedia and amplified speech events, bookable foyer to WTH.</p> <p>Practice rooms to have windows into loft to allow musicians to view the conductor.</p> <p><b>NZSM to provide AAL with standard layout. AAL to revise seating to show 150 plus the big band.</b></p> <p><b>NZSM to provide storage list</b></p> <p>Stage specs 7.5-6m setup (= 6m stage) depth 6m setup.</p>
Acoustic performance	Damp (absorptive) - not as dry as 310
Acoustic isolation	<p>PNC 20-25 for performance mode. PNC 15 for recording mode. Switch off or ramp down for recording. CO2 monitoring or lockout needs to be more consciously managed - 15 mins guaranteed needed.</p> <p>Refer to Acoustic Performance Brief for Acoustic Isolation. This space is designated a Type 1 acoustic isolation space as it is located directly below the Council Chamber which will be used for recital music and teaching.</p> <p>The brief requires this space to be acoustically isolated using a 'room with room' strategy. The floor, walls and ceiling are all to be isolated.</p> <p>Doors - All entries to have double acoustic doors sets with tunnel between. Tunnel to have high absorption material to all surfaces.</p> <p>Corridors - all corridors should have high acoustic absorption to all surfaces to reduce sound transfer between spaces. Carpet or resilient surface required for flooring. Heritage tile floor to existing corridors will need to be covered, or not reinstated.</p>
<b>ARCHITECTURAL</b>	
FFE	<p>Grand Piano / Keyboard / Percussion / 2 x drumset / Bass and Git amp / keyboard amp / vibraphone / (perhaps not so much used for sonic arts - refer notes below)</p> <p>Provision/mounting for and means of access to speakers, rigging bars if performance venue (a la SU310) then they would like the possibility of a small removable stage for big band concerts.</p> <ul style="list-style-type: none"> <li>- Acoustic / visual curtailing with track. Perimeter track - up to 3 sides</li> <li>- Loose seating, stackable</li> <li>- Removable staging - 1 riser 4.8 x 1.2 ish. (consider storage space)</li> </ul>

# NZSM ROOM DATA SHEETS

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liott Practice Room	Room No. 0.29, 0.30
DATE	11-09-17

<b>ROOM DESCRIPTION</b>	
Proprietorship & Use	NZSM
Description / Function	Jazz practice and Iso Room.
Location & floor level	
Area Achieved (m <sup>2</sup> )	9
Area Briefed (m <sup>2</sup> )	8-11
Average Room Height	3m
Existing comparison	
Occupancy	1-3
User groups	Jazz
Teaching	
Scheduling frequency	
Adjacencies	Located next to liott Room
<b>ACOUSTIC</b>	
Musical/Acoustic activity	Jazz Practice and Iso
Instruments	Varies – for Jazz (most acoustically demanding) Grand Piano, Drumset, 2 x Bass and 2 x Guitar amplifiers, Keyboard and Amplifier, Acoustic Bass, Vibraphone.
Acoustic performance	Balanced
Acoustic Isolation	Type 1 x4 (jazz) and Type 2 (Classical and shared).
<b>ARCHITECTURAL</b>	
FFE	Seating: 1-3 people
Built-in Joinery & Equipment	Shelf for mixing desk and CD player. Storage for microphones, stands etc
Flooring	As required for acoustic
Wall Finishes	As required for acoustic
Ceiling Finishes	As required for acoustic
Windows & Day-lighting	Sun filter blinds as required
Doors	As required for acoustic & ensure width for vibraphones!
<b>HVAC</b>	
Heating, Cooling & Ventilation	PNC Level to be confirmed with MDA. Max 3 people
Hydraulics	none
<b>ELECTRICAL</b>	
Lighting	General task lighting

Power	Power: 4 x 4 way fixed power outlets evenly distributed around room
<b>DATA</b>	
IT	Data: Wireless and wired
AV	CD player/amp shelf mounted – basic stereo system 2 x powered monitors (speakers) wall mounted
Security	Keyed door
<b>FIRE</b>	
Finishes / systems	
<b>GENERAL NOTES</b>	
Other Comments:	Clock wall mounted Air deodoriser wall mounted

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<b>ILOTT ROOM CONTROL ROOM</b>	<b>Room No. 0.31</b>
DATE	11-09-17

ROOM DESCRIPTION	
Description / Function	Ilott control room
Building & floor level	WTH Ground Floor
Area required for Growth	
Area Briefed for Stage 1	
Area Achieved	19m <sup>2</sup>
Average Room Height	3.6m or achieved
Existing comparison	SU 311
Occupancy	4 generally in control function, recording and mixing. Up to 8 for teaching (max 2 hours in that function).
User groups	Tech support, jazz & classical perf, PNZ
Teaching	infrequently
Scheduling frequency	daily
Adjacencies	Ilott Access from external corridor needed.
ACOUSTIC	
Musical/Acoustic activity	Live recording, and Mixing
Instruments	Monitor loudspeakers
Acoustic performance	Short RT, bass traps. To become critical mixing space. Mainly track lay and mixing currently but good to mix here. Dead. Low freq absorption.
Acoustic Isolation	Type 2 – box in box.
ARCHITECTURAL	
FFE	Desk digital mixing. Computer on desk. <b>NZSM to provide size</b>  Storage cupboard / shelves for mics and headphones. Avoid metal. <b>AAL to draw up.</b>  Desk against the Ilott wall, (absorbent wall behind)
Built-in Joinery & Equipment	Equipment racks, console stand/table
Flooring	Carpet
Wall Finishes	150mm fibreglass back wall, distributed on side walls. Angled ceiling treatment.
Ceiling Finishes	As required for acoustic. MD & AAL
Windows & Daylighting	Not critical. No internal window required. Sunfilter blind. Secondary fixed glazing.
Doors	Acoustic seals. Tandem door
HVAC	

Heating and Cooling	PNC 20 to 25 with override. Desktop will provide circa PNC 20 <b>able to sink up to 2kw of heat from gear</b> – heat load maybe not significant – but check when specified
Ventilation	required
Hydraulics	nil
ELECTRICAL	
Lighting	Task lighting - diffuse, dimmable, no glare on displays
Electrical	10 separate GPO's all on same phase per room & same as Ilott. Some at 400mm AFFL
DATA	
IT	4 ports for internet data – refer AV briefing process
AV	Mobile desk setup w/ speakers attached. Speakers on stands? Video monitoring of main Ilott & other performance spaces – on wall mounted LCD.  Allow space for several large video monitors – 2 for computer display.
Audio	refer AV briefing process
Security	Swipe preferred.
FIRE	
Finishes / systems	
GENERAL NOTES	
Other Comments:	

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DEBATING CHAMBER (Performance 3)	Room No. 1.23
DATE	11-08-17

ROOM DESCRIPTION	
Proprietorship & Use	NZSM with hire by WCC (outside organisations)
Description / Function	<p>Intimate venue with live acoustic, folding tablet chairs, 2 grands, accommodate accompanists</p> <p>NZSM Uses: The Council Chamber will be used when possible for the functions originally identified for a larger Concert Chamber. It will be an important performance space for NZSM and will be used for public performances by students and faculty as well as external performers either presented by the school or brought in by external hirers. For larger audiences and larger productions it is likely that the WTH Main Auditorium will be used.</p> <p>It will be used extensively as a rehearsal and teaching space for NZSM, including public speaking, presentations and lectures.</p> <p>It is proposed that the existing Council Chamber is reconfigured to ensure the audience has a good visual and acoustic experience. The principal change is the reconfiguration the balcony.</p> <p>The Council Chamber will be acoustically designed for the performance of small to medium size acoustic (unamplified) music events.</p> <p>Further investigation is required to determine if it will be appropriate for the occasional use for concerts with light amplification. If so this will likely require the inclusion of adjustable acoustic surfaces to allow the space to be used for a wide range of secondary uses as referred to below.</p> <p>WCC Uses: Council debating and committee use (approx. 9 times per year). Performance space, public and community and civic functions. Citizen ceremonies with the 4m stage.</p> <p>NZSO Uses: May be used for auditioning etc. Or smaller recitals.</p>
Location & floor level	WTH Level 1 & 2
Area Achieved (m <sup>2</sup> )	205m <sup>2</sup> (lower Floor) and 55m <sup>2</sup> (balcony)
Area Briefed (m <sup>2</sup> )	Minimum 200
Average Room Height	8m
Existing comparison	Memorial Theatre / Adam Concert Chamber
Occupancy	Minimum 200 audience + performers on stage.
Teaching	Yes
Adjacencies	<p>Critical: Green room, dressing rooms, seating/staging storage, piano storage, freight and passenger lifts, sound/lighting booth.</p> <p>A small low-spec control room, particularly to account for recital period, when there are many recordings being made in multiple performance spaces simultaneously.</p> <p>Performance lighting will need a lighting booth, preferably adjacent to</p>

	its control room. This currently means it is to the side of the Hall
<b>ACOUSTIC</b>	
Musical/Acoustic activity	Orchestral rehearsal, Classical performance, Auditions, Recitals, Jazz performance workshops, Jazz Recitals, evening and lunchtime concerts. Multimedia and amplified speech events, Teaching, General functions
Instruments	Grand Piano
Acoustic performance	Live for Classical performance. (possible adjustable acoustics to be visually integrated)
Acoustic isolation	<p>Refer to BECA Specification for PNC level</p> <p>As is. Principle method of isolation from outside sound is to utilise the thick masonry and concrete walls. It may be important to double seal the existing windows to isolate from the exterior noise, with two layers of heavy glass with a deep 400mm cavity between. A floating floor is not required. Sound isolation from spaces below will be controlled in those spaces as required. Separation to the main WTH auditorium is achieved via spaces between.</p>
<b>ARCHITECTURAL</b>	
FFE	<p>Loose seating of min 200 for the stalls and storage. Flip-up seating to the balcony.</p> <p>Stage loose seating for 40</p> <p>Staging proposal to achieve sightlines for NZSM use. Will need to accommodate 2x grand pianos on semi-permanent basis. 4m permanent depth required with option to increase to 6m relatively easily.</p> <p>No writing surfaces required</p> <p>Adequate adjacent storage required for both WCC and NZSM storage</p>
Built-in Joinery & Equipment	<p>NZSM organ considered for relocation to this room however unlikely to be possible with WCC crest retention.</p> <p>Stage sections to be demountable as required to meet combined WCC and NZSM briefs.</p> <p>Refer above for balcony seating.</p> <p>Storage required for instruments and music equipment e.g. amps, keyboards, music stands, microphone and stands.</p> <p>Grand pianos x 1-2 to have adjacent 'parking' location if required to be removed from room.</p>
Flooring	Timber strip flooring over existing concrete floor
Wall Finishes	Heritage (as is)
Ceiling Finishes	Heritage (as is)
Windows & Day-lighting	TBC
Doors	New double set of twin doors with 'tunnel' between.
<b>HVAC</b>	
Heating, Cooling and Ventilation	<p>Refer top BECA specification</p> <p>The proposal is to introduce displacement ventilation to the Council Chamber. This includes vertical wall mounted vents that will require</p>

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<b>CLASSROOM 2</b>	<b>Room No. 2.50</b>
<b>DATE</b>	11-09-17

ROOM DESCRIPTION	
Proprietorship / Use	NZSM with hire by WCC (outside organisations)
Description / Function	Large multi-use space – accommodating some functions from P1. Classroom / Seminar with moderately damp acoustic. Active desking, piano (similar to AM101). Performance capable with up to 200 audience – NB additional seats to be sourced from other existing pool.
Location & floor level	WTH – Level 2
Area Achieved (m <sup>2</sup> )	185
Area Briefed (m <sup>2</sup> )	250
Average Room Height	4m
Existing comparison	AM 101 or SU 310 ?
Occupancy	Teaching format 60 with Flip up tables. As architecturally resolved in response to P1 deflection, can host up to max 240 pax total from a Fire Code requirement
Teaching	Yes
Adjacencies	Storage
ACOUSTIC	
Musical/Acoustic activity	General Teaching and Classroom use, movement workshops and dance, Multimedia and amplified speech events. Music rehearsal, possibly including Jazz combos, Percussion ensemble, Latin ensemble, Auditions, Recitals, high quality multi-track audio and video recording, Jazz performance workshops, movement classes* Orchestral rehearsal.
Acoustic performance	Medium (absorptive) Allow for 50% coverage of absorption material to walls. TBC Allow for 50% coverage of 75mm thick absorption material to ceiling (eg Triton) TBC
Acoustic Isolation	Type 1 (refer Marshall Day acoustic specs) As this space is located directly adjacent to the Auditorium and above the Mayoral Suite it is necessary to acoustically isolate this space using a "room with room" strategy. The floor walls and ceiling are all to be isolated.
ARCHITECTURAL	
FFE	Loose staging, curtain, portable baffles shared with Illot. Classroom loose chairs (approx 60 plus 40 stacked in storage). If additional required by performance setting to be sourced from other location. Folding tables - Staggered height suggested by ITS for general teaching – to be reviewed with users.

	Piano and other instruments to be confirmed Whiteboards staved portable.
Built-in Joinery & Equipment	built in storage cabinetry
Flooring	*In either Classroom 1,2 or Seminar 1 a sprung floor (& mirrors) should be provided to accommodate movement classes. Likely to be seminar 1. Otherwise flooring as required to suit acoustic.
Wall Finishes	As required for acoustic
Ceiling Finishes	As required for acoustic
Windows & Day-lighting	Existing
Doors	As required for acoustic
HVAC	
Heating, Cooling & ventilation	Design for an occupancy of 180 in seated performance Mode (180 seated + 20 performers – NC 20-25 (less critical than Illot Room) – Humidity?
Hydraulics	none
ELECTRICAL	
Lighting	General classroom task lighting, function / presenter settings. Shallow grid lighting w/ LED theatrical lights – DMX control
Electrical	Perimeter power in trunking. Floor boxes discussed – review RH actual usage in seminar spaces before commitment.
DATA	
IT	Data: Wireless and wired (for lectern) CMH expected to have 3 networks; 1. General, 2. Dedicated audio on gigabit Ethernet, 3. Video over gigabit Ethernet. Dante network system.
AV	5.1 sound, full length projection wall covered with curtain, 2 laser projectors blended edge. Relocatable lectern + multi control point. New mics. Dante video link Fixed PA system multi-channel and monitors
Security	cardax
FIRE	
Finishes / systems	
GENERAL NOTES	
Other Comments:	

# NZSM ROOM DATA SHEETS

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PERIOD INSTRUMENTS	Room No. 2.08, 2.09
DATE	26-09-17

ROOM DESCRIPTION	
Description / Function	PERIOD INSTRUMENT ROOMS X2
Building & floor level	WTH level 2
Area required for Growth	
Area Briefed for Stage 1	
Area Achieved	
Average Room Height	
Existing comparison	
Occupancy	Students + occasional teaching
User groups	
Teaching	During term time, 2-5 hrs per week. Ad hoc practice at other times.
Scheduling frequency	
Adjacencies	
ACOUSTIC	
Musical/Acoustic activity	Loudest would be singer?
Instruments	3 x harpsichords 2 x fortepianos 2 x clavichords 1 x virginal 1 x chamber organ 1 x baroque cello 2 x natural horns 3 x sackbuts 2 x baroque trumpets 5 x baroque violins & violas 1 x baroque bassoon small baroque wind instruments (flute, clarinet, oboe) 1 x cornetto
Acoustic performance	Somewhat isolated
Acoustic isolation	
ARCHITECTURAL	
FFE	
Built-in Joinery & Equipment	1 or 2 Display cabinets like in APMS, 1 lot of bookshelves (not necessarily built in)
Flooring	Timber floor (preferred)
Wall Finishes	Hard surfaces (resonance preferred)
Ceiling Finishes	Hard surfaces (resonance preferred)
Windows & Day-lighting	Glazing to outside corridor is good

Doors	Must be wide enough for harpsichord (width = c. 1m). Can they open out?
HVAC	
Heating and Cooling	Probably fine to have the standard HVAC
Ventilation	
Hydraulics	
ELECTRICAL	
Lighting	
Electrical	
DATA	
IT	No desktop computer.
AV	
Audio	Stereo. Turntable.
Security	Swipe card access
FIRE	
Finishes / systems	
GENERAL NOTES	
Other Comments:	

Portable mirror

# NZSM ROOM DATA SHEETS

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DEBATING CONTROL ROOM	Room No. 2.30
DATE	11-09-17

<b>ROOM DESCRIPTION</b>	
Description / Function	Debating control room – minimal use
Building & floor level	WTH level 2
Area required for Growth	
Area Briefed for Stage 1	
Area Achieved	Unsure if can work with the offered configuration? Capture predominantly. More depth needed
Average Room Height	3.6m or achieved
Existing comparison	ACR
Occupancy	2
User groups	Classical technician
Teaching	nil
Scheduling frequency	daily
Adjacencies	Debating chamber. Access from external corridor needed.
<b>ACOUSTIC</b>	
Musical/Acoustic activity	Ad-hoc recording possibilities in green room. Permanent setup in this room.
Instruments	
Acoustic performance	Short Rt, bass traps. Mainly track lay. Dead RT. Low freq absorption.
Acoustic isolation	Type 3
<b>ARCHITECTURAL</b>	
FFE	Desktop PC/mac with headphones. Speaker monitors. Green room to have laptop shelf, speaker system and amp. Computer on desk. <b>NZSM to provide size</b>
Built-in Joinery & Equipment	1 Equipment (data style) racks, console stand/table. Tech storage in dogleg?
Flooring	Carpet
Wall Finishes	150mm fibreglass back wall, distributed on side walls
Ceiling Finishes	As required for acoustic. MD & AAL
Windows & Day-lighting	The technicians would prefer a window to provide connection through to Debating Chamber although video link would also suffice. Sunfilter blind. Secondary fixed glazing.
Doors	Acoustic seals. Tandem door.
HVAC	

Heating and Cooling	PNC 20 to 25 with override. Desktop will provide circa 20. <b>Able to sink up to 2kw of heat from gear</b> —heat load maybe not significant – but check when spec'd
Ventilation	required
Hydraulics	nil
<b>ELECTRICAL</b>	
Lighting	Task lighting - diffuse, dimmable, no glare on displays
Electrical	10 separate GPO's all on same phase per room & same as debating. Some at 400 AFFL, some at 800
<b>DATA</b>	
IT	4 ports for internet data – refer AV briefing process
AV	desk setup w/ speakers attached. Speakers on stands? Video monitoring of main float & other performance spaces – on wall mounted LCDs.  Allow space for several large video monitors – 2 for computer display
Audio	refer AV briefing process
Security	Swipe preferred.
<b>FIRE</b>	
Finishes / systems	
<b>GENERAL NOTES</b>	
Other Comments:	

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ENSEMBLE ROOM – Level 2 WTH	Room No. 2.27
DATE	11-09-17

<b>ROOM DESCRIPTION</b>	
Proprietorship & Use	NZSM
Description / Function	Jazz and classical teaching and practice.
Location & floor level	Various – 8 total (3 classical, 4 jazz, 1 shared)
Area Achieved (m <sup>2</sup> )	35m <sup>2</sup>
Area Briefed (m <sup>2</sup> )	Various
Average Room Height	
Existing comparison	91KP 101 0r 1C46
Occupancy	8-15
User groups	Classical, jazz
Teaching	Yes
Scheduling frequency	
Adjacencies	
<b>ACOUSTIC</b>	
Musical/Acoustic activity	Jazz and classical Combos
Instruments	Varies – for Jazz (most acoustically demanding) Grand Piano, Drumset, 2 x Bass and 2 x Guitar amplifiers, Keyboard and Amplifier, Acoustic Bass, Vibraphone.
Acoustic performance	Balanced
Acoustic Isolation	Type 3
<b>ARCHITECTURAL</b>	
FFE	Seating: 8-15 people Whiteboards staved wall mounted Storage locker
Built-in Joinery & Equipment	Shelf for mixing desk and CD player. Storage for microphones, stands etc.
Flooring	As required for acoustic
Wall Finishes	As required for acoustic
Ceiling Finishes	As required for acoustic
Windows & Day-lighting	Sun filter blinds as required
Doors	As required for acoustic & ensure width for vibraphones!
<b>HVAC</b>	
Heating, Cooling & Ventilation	NC 20-25. Level to be confirmed with MDA. Max 15 people
Hydraulics	none

<b>ELECTRICAL</b>	
Lighting	General task lighting
Power	Power: 4 x 4 way fixed power outlets evenly distributed around room
<b>DATA</b>	
IT	Data: Wireless and wired
AV	CD player/lamp shelf mounted – basic stereo system 2 x powered monitors (speakers) wall mounted
Security	Keyed door
<b>FIRE</b>	
Finishes / systems	
<b>GENERAL NOTES</b>	
Other Comments:	Clock wall mounted Air deodoriser wall mounted

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PERCUSSION ROOMS (JAZZ)	Room No. 0.03, 0.04, 0.05
DATE	09-10-17

ROOM DESCRIPTION	
Proprietorship & Use	NZSM only
Description / Function	Teaching and student practice studio for solo and ensemble percussion
Location & floor level	WellingtonTown Hall – Ground Floor
Area Achieved (m <sup>2</sup> )	0.03=19.5m <sup>2</sup> 0.04=39.3m <sup>2</sup> 0.05=21.0m <sup>2</sup>
Area Briefed (m <sup>2</sup> )	5.02=30m <sup>2</sup> 5.03=30m <sup>2</sup> 5.04=15m <sup>2</sup>
Average Room Height (m)	3.5 (TBC)
Existing comparison	MS101, MS103, MS102
Occupancy	8, 4, 4
User groups	NZSM percussion – Generally Jazz
Teaching	yes
Adjacencies	Critical: To other Jazz percussion rooms to enable redistribution of instruments. Percussion studio needs to be adjacent to the Ilot Room Beneficial: student instrument storage
ACOUSTIC	
Musical/Acoustic activity	Percussion Practice with Max sounds levels at 110dBA
Instruments	2 x Drums. Various Percussion instruments. Keyboard and stand (Vibraphone?). TBC
Acoustic performance	Damp (absorbive). Refer wall, floor and ceiling finishes
Acoustic Isolation	ROOM TYPE 1 – Room within Room construction. Refer separate Acoustic Specification. Room will require ramp to gain access. 150mm height change The activities identified above will generate max sound levels of 100-110dBA.
ARCHITECTURAL	
FFE	Seating: 8 loose chairs for the large rooms, less for smaller rooms. Whiteboards staved wall mounted Doors to be big enough to get a 2200x900mm Mirimba.
Built-in Joinery & Equipment	Open deep shelving for student equipment storage (could be adjacent to room)
Flooring	Carpet Tiles
Wall Finishes	Permanent or demountable bass traps and sound absorbers. Refer to Room Acoustic Specification for generic finishes. Exact finishes to be confirmed with Marshall Day.
Ceiling Finishes	Refer to Room Acoustic Specification for generic finishes. Exact finishes to be confirmed with Marshall Day.

HVAC	
Heating, cooling & Ventilation	NC 25-30 Level OK for Jazz percussion. Ideally design HVAC system to have two speeds. Higher speed to meet air quality for full occupancy. (8 people). Have a turn down mode for 1-2 people (likely to achieve NC20-25)
Hydraulics	none
ELECTRICAL	
Lighting	Task downlighting
Electrical	Power: 8 x double sockets, distributed around room low level for big room. 4 x Double sockets way fixed sockets for smaller rooms. Put on trunking
Data	Cat6 x 6 outlets for the large space general wireless coverage Cat6 x 4 outlets for the smaller spaces Put on trunking
DATA	
IT	No PC required (BYOD)
AV	Wall mounted PA speakers?
Audio	Audio speaker wiring in-wall? Terminations?
Security	Cardax
FIRE	
Finishes / systems	
GENERAL NOTES	
Other Comments:	

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NEW ILOTT ROOM	Room No. 0.24
DATE	09-10-17

ROOM DESCRIPTION	
Proprietorship & Use	NZSM with hire by WCC (outside organisations)
Description / Function	<p>High recordability, performance appropriate lighting bars, flexible, dampish acoustic, stackable chairs.</p> <p>NZSM Uses</p> <p>This space is a large flat floor space able to take a max of 200 people but more suited to an audience of 150 people. Potential for 2m stage to be set up at front until needed in Debating Chamber for a 6m stage set up.</p> <p>It has a relatively "damp" acoustic performance and will be used large by NZSM's Jazz programme.</p> <p>Aesthetic as per Leeds college would be good.</p> <p>It will also be available for hiring out and can double as foyer or breakout space for a large event in the main auditorium.</p> <p>To meet the requirements of the NZSM Jazz programme it has adjacent recording control room combined with isolation/practice rooms.</p> <p>Refer to Notes at end with regard to the historic development of the functional requirements of this space.</p> <p>WCC Uses: Primary use as support space for the Auditorium. Would be utilised for community and civic functions.</p> <p>Multipurpose flexible space. Requires testing with WCC as to where the furniture is stored and how long to set up the room for functions.</p>
Location & floor level	WTH Ground Floor
Area Achieved (m <sup>2</sup> )	205
Area Briefed (m <sup>2</sup> )	180
Average Room Height	3.5 – 3.7m achieved
Existing comparison	SU 310
Occupancy	<p>150 seated + 30 performers. Add seats from other areas up to max 200. Max total 249 standing or moving (or as per fire report).</p> <p>3<sup>rd</sup> exit not required for NZSM numbers unless WCC wants it.</p>
Teaching	Yes
Adjacencies	<p>Critical: Isolation booths for recording x 2. Studio control room with visual link.</p> <p>Performance lighting could be controlled from the Front of House mixing position.</p> <p>Beneficial: catering link – pop up to be used.</p> <p>Loading route to dock required – freight lift min inner dim. 2m x 3m inner</p> <p>Isolation booths for recording x 2. Could double as practice spaces.</p> <p>Need to test video vs visual link or have acoustic windows.</p>

	<p>Need storage space so it can double as a large open space for hiring out. Big band music storage. Chair storage</p> <p>Isolation rooms for drums, piano and bass. Green room could double as piano iso / piano store for 2<sup>nd</sup> piano. Iso / Practice rooms to have separate access from outside iLott room.</p> <p>Swap green room and control room. Control room can be smaller.</p> <p>Access corridor at back?</p>
<b>ACOUSTIC</b>	
Musical/Acoustic activity	<p>Big Band rehearsal, Jazz combos, Percussion ensemble, Latin ensemble, Auditions, Recitals, high quality multi-track audio and video recording, Jazz performance workshops, Jazz Recitals, Classroom use, movement workshops and dance, Multimedia and amplified speech events, bookable foyer to WTH.</p> <p>Practice rooms to have windows into Ilott to allow musicians to view the conductor.</p> <p>NZSM to provide AAL with standard layout. AAL to revise seating to show 150 plus the big band.</p> <p>NZSM to provide storage list</p> <p>Stage specs 7.5-8m setup (= 8m stage) depth 6m setup.</p>
Acoustic performance	Damp (absorptive) – not as dry as 310
Acoustic isolation	<p>PNC 20-25 for performance mode. PNC 15 for recording mode. Switch off or ramp down for recording. CO2 monitoring or lockout needs to be more consciously managed. – 15 mins guaranteed needed.</p> <p>Refer to Acoustic Performance Brief for Acoustic Isolation. This space is designated a Type 1 acoustic isolation space as it is located directly below the Council Chamber which will be used for recital music and teaching.</p> <p>The brief requires this space to be acoustically isolated using a "room with room" strategy. The floor, walls and ceiling are all to be isolated.</p> <p>Doors – All entries to have double acoustic doors sets with tunnel between. Tunnel to have high absorption material to all surfaces.</p> <p>Corridors – all corridors should have high acoustic absorption to all surfaces to reduce sound transfer between spaces. Carpet or resilient surface required for flooring. Heritage tile floor to existing corridors will need to be covered, or not reinstated.</p>
<b>ARCHITECTURAL</b>	
FFE	<p>Grand Piano / Keyboard / Percussion / 2 x drumset / Bass and Git amp / keyboard amp / vibraphone / (perhaps not so much used for sonic arts – refer notes below)</p> <p>Provision/mounting for and means of access to speakers, rigging bars.</p> <p>If performance venue (a la SU310) then they would like the possibility of a small removable stage for big band concerts.</p> <ul style="list-style-type: none"> <li>- Acoustic / visual curtaining with track. Perimeter track – up to 3 sides.</li> <li>- Loose seating, stackable</li> <li>- Removable staging – 1 riser 4.6 x 1.2 ish. (consider storage space)</li> </ul>

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<b>ILOTT PRACTICE ROOMS</b>	<b>Room No. 0.29, 0.30</b>
<b>DATE</b>	09-10-17

<b>ROOM DESCRIPTION</b>	
Proprietorship & Use	NZSM
Description / Function	Jazz practice and Iso Room.
Location & floor level	
Area Achieved (m <sup>2</sup> )	9
Area Briefed (m <sup>2</sup> )	8-11
Average Room Height	3m
Existing comparison	
Occupancy	1-3
User groups	Jazz
Teaching	
Scheduling frequency	
Adjacencies	Located next to Iloft Room
<b>ACOUSTIC</b>	
Musical/Acoustic activity	Jazz Practice and Iso
Instruments	Varies – for Jazz (most acoustically demanding) Grand Piano, Drumset, 2 x Bass and 2 x Guitar amplifiers, Keyboard and Amplifier, Acoustic Bass, Vibraphone.
Acoustic performance	Balanced
Acoustic isolation	Type 1 x4 (jazz) and Type 2 (Classical and shared).
<b>ARCHITECTURAL</b>	
FFE	Seating: 1-3 people
Built-in Joinery & Equipment	Shelf for mixing desk and CD player. Storage for microphones, stands etc
Flooring	Axminster – to match New Iloft Room flooring
Wall Finishes	Refer to Room Acoustic Specification for generic finishes. Exact finishes to be confirmed with Marshall Day.
Ceiling Finishes	Refer to Room Acoustic Specification for generic finishes. Exact finishes to be confirmed with Marshall Day.
Windows & Day-lighting	Sun filter blinds as required
Doors	As required for acoustic & ensure width for vibraphones!
<b>HVAC</b>	
Heating, Cooling & Ventilation	PNC Level to be confirmed with MDA. Max 3 people
Hydraulics	none
<b>ELECTRICAL</b>	

Lighting	General task lighting
Power	Power: 4 x 4 way fixed power outlets evenly distributed around room
<b>DATA</b>	
IT	Data: Wireless and wired
AV	CD player/amp shelf mounted – basic stereo system 2 x powered monitors (speakers) wall mounted
Security	Keyed door
<b>FIRE</b>	
Finishes / systems	
<b>GENERAL NOTES</b>	
Other Comments:	Clock wall mounted Air deodoriser wall mounted

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ILOTT ROOM CONTROL ROOM	Room No. 0.31
DATE	09-10-17

ROOM DESCRIPTION	
Description / Function	Illot control room
Building & floor level	WTH Ground Floor
Area required for Growth	
Area Briefed for Stage 1	
Area Achieved	19m <sup>2</sup>
Average Room Height	3.6m or achieved
Existing comparison	SU 311
Occupancy	4 generally in control function, recording and mixing. Up to 8 for teaching (max 2 hours in that function).
User groups	Tech support, jazz & classical perf. RNZ
Teaching	Infrequently
Scheduling frequency	daily
Adjacencies	Illot Access from external corridor needed.
ACOUSTIC	
Musical/Acoustic activity	Live recording, and Mixing
Instruments	Monitor loudspeakers
Acoustic performance	Short RT, bass traps. To become critical mixing space. Mainly track lay and mixing currently but good to mix here. Dead. Low freq absorption.
Acoustic isolation	Type 2 – box in box.
ARCHITECTURAL	
FFE	Desk digital mixing. Computer on desk. <b>NZSM to provide size</b>  Storage cupboard / shelves for mics and headphones. Avoid metal. <b>AAL to draw up.</b>  Desk against the illot wall, (absorbent wall behind)
Built-in Joinery & Equipment	Equipment racks, console standtable
Flooring	Carpet
Wall Finishes	150mm fibreglass back wall, distributed on side walls. Angled ceiling treatment
Ceiling Finishes	Refer to Room Acoustic Specification for generic finishes. Exact finishes to be confirmed with Marshall Day.
Windows & Day-lighting	Not critical. No internal window required. Sun-filter blind. Secondary fixed glazing.
Doors	Acoustic seals. Tandem door.

HVAC	
Heating and Cooling	PNC 20 to 25 with override. Desktop will provide circa PNC 20 <del>Able to sink up to 2kw of heat from gear</del> – heat load maybe not significant – but check when specified
Ventilation	required
Hydraulics	nil
ELECTRICAL	
Lighting	Task lighting - diffuse, dimmable, no glare on displays
Electrical	10 separate GPO's all on same phase per room & same as Illot. Some at 400mm AFFL
DATA	
IT	4 ports for internet data – refer AV briefing process
AV	Mobile desk setup w/ speakers attached. Speakers on stands? Video monitoring of main illot & other performance spaces – on wall mounted LCD.  Allow space for several large video monitors – 2 for computer display
Audio	refer AV briefing process
Security	Swipe preferred.
FIRE	
Finishes / systems	
GENERAL NOTES	
Other Comments:	

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DEBATING CHAMBER (Performance 3)	Room No. 1.23
DATE	09-10-17

ROOM DESCRIPTION	
Proprietorship & Use	NZSM with hire by WCC (outside organisations)
Description / Function	<p>Intimate venue with live acoustic, folding tablet chairs, 2 grand's, accommodate accompanists NZSM Uses.</p> <p>The Council Chamber will be used when possible for the functions originally identified for a larger Concert Chamber. It will be an important performance space for NZSM and will be used for public performances by students and faculty as well as external performers either presented by the school or brought in by external hirers. For larger audiences and larger productions it is likely that the WTH Main Auditorium will be used.</p> <p>It will be used extensively as a rehearsal and teaching space for NZSM, including public speaking, presentations and lectures.</p> <p>It is proposed that the existing Council Chamber is reconfigured to ensure the audience has a good visual and acoustic experience. The principal change is the reconfiguration of the balcony.</p> <p>The Council Chamber will be acoustically designed for the performance of small to medium size acoustic (unamplified) music events.</p> <p>Further investigation is required to determine if it will be appropriate for the occasional use for concerts with light amplification. If so this will likely require the inclusion of adjustable acoustic surfaces to allow the space to be used for a wide range of secondary uses as referred to below.</p> <p>WCC Uses: Council debating and committee use (approx. 9 times per year). Performance space, public and community and civic functions. Citizen ceremonies with the 4m stage.</p> <p>NZSO Uses: May be used for auditioning etc. Or smaller recitals.</p>
Location & floor level	WTH Level 1 & 2
Area Achieved (m <sup>2</sup> )	205m <sup>2</sup> (lower Floor) and 55m <sup>2</sup> (balcony)
Area Briefed (m <sup>2</sup> )	Minimum 200
Average Room Height	8m
Existing comparison	Memorial Theatre / Adam Concert Chamber
Occupancy	Minimum 200 audience + performers on stage.
Teaching	Yes

Adjacencies	<p>Critical: Green room, dressing rooms, seating/staging storage, piano storage; freight and passenger lifts; sound/lighting booth.</p> <p>A small low-spec control room, particularly to account for recital period, when there are many recordings being made in multiple performance spaces simultaneously.</p> <p>Performance lighting will need a lighting booth, preferably adjacent to its control room. This currently means it is to the side of the Hall.</p>
<b>ACOUSTIC</b>	
Musical/Acoustic activity	Orchestral rehearsal, Classical performance, Auditions, Recitals, Jazz performance workshops, Jazz Recitals, evening and lunchtime concerts. Multimedia and amplified speech events, Teaching, General functions
Instruments	Grand Piano
Acoustic performance	Live for Classical performance. (possible adjustable acoustics to be visually integrated)
Acoustic Isolation	<p><b>Refer to BECA Specification for PNC level</b></p> <p>As is. Principle method of isolation from outside sound is to utilise the thick masonry and concrete walls. It may be important to double seal the existing windows to isolate from the exterior noise, with two layers of heavy glass with a deep 400mm cavity between. A floating floor is not required. Sound isolation from spaces below will be controlled in those spaces as required. Separation to the main WTH auditorium is achieved via spaces between.</p>
<b>ARCHITECTURAL</b>	
FFE	<p>Loose seating of min 200 for the stalls and storage. Flip-up seating to the balcony.</p> <p>Stage loose seating for 40</p> <p>Staging proposal to achieve sightlines for NZSM use. Will need to accommodate 2x grand pianos on semi-permanent basis. 4m permanent depth required with option to increase to 6m relatively easily.</p> <p>No writing surfaces required</p> <p>Adequate adjacent storage required for both WCC and NZSM storage</p>
Built-in Joinery & Equipment	<p>NZSM organ considered for relocation to this room however unlikely to be possible with WCC crest retention.</p> <p>Stage sections to be demountable as required to meet combined WCC and NZSM briefs.</p> <p>Refer above for balcony seating</p> <p>Storage required for instruments and music equipment e.g. amps, keyboards, music stands, microphone and stands.</p> <p>Grand pianos x 1-2 to have adjacent 'parking' location if required to be removed from room.</p>
Flooring	Timber strip flooring over existing concrete floor

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<b>CLASSROOM 2</b>	<b>Room No. 2.50</b>
DATE	09-10-17

ROOM DESCRIPTION	
Proprietorship & Use	NZSM with hire by WCC (outside organisations)
Description / Function	Large multi-use space – accommodating some functions from P1. Classroom / Seminar with moderately damp acoustic. Active desking, piano (similar to AM101). Performance capable with up to 200 audience – NB additional seats to be sourced from other existing pool.
Location & floor level	WTH – Level 2
Area Achieved (m <sup>2</sup> )	185
Area Briefed (m <sup>2</sup> )	250
Average Room Height	4m
Existing comparison	AM 101 or SU 310?
Occupancy	Teaching format 60 with Flip up tables. As architecturally resolved in response to P1 deletion, can host up to max 240 pax total from a Fire Code requirement
Teaching	Yes
Adjacencies	Storage
ACOUSTIC	
Musical/Acoustic activity	General Teaching and Classroom use, movement workshops and dance, Multimedia and amplified speech events. Music rehearsal, possibly including Jazz combo, Percussion ensemble, Latin ensemble, Auditions, Recitals, high quality multi-track audio and video recording, Jazz performance workshops, movement classes* Orchestral rehearsal.
Acoustic performance	Medium (absorptive) Allow for 50% coverage of absorption material to walls. TBC Allow for 50% coverage of 75mm thick absorption material to ceiling (eg Trilon) TBC
Acoustic Isolation	Type 1 (refer Marshall Day acoustic specs) As this space is located directly adjacent to the Auditorium and above the Mayoral Suite it is necessary to acoustically isolate this space using a "room with room" strategy. The floor walls and ceiling are all to be isolated.

ARCHITECTURAL	
FFE	Loose staging, curtain, portable baffles shared with Iott. Classroom loose chairs (approx 60 plus 40 stacked in storage), if additional required by performance setting to be sourced from other location. Folding tables - Staggered height suggested by ITS for general teaching – to be reviewed with users Piano and other instruments to be confirmed Whiteboards staved portable.
Built-in Joinery & Equipment	built in storage cabinetry
Flooring	*In either Classroom 1,2 or Seminar 1 a sprung floor (& mirrors) should be provided to accommodate movement classes. Likely to be seminar 1. Otherwise flooring as required to suit acoustic.
Wall Finishes	Refer to Room Acoustic Specification for generic finishes. Exact finishes to be confirmed with Marshall Day.
Ceiling Finishes	Refer to Room Acoustic Specification for generic finishes. Exact finishes to be confirmed with Marshall Day.
Windows & Day-lighting	Existing
Doors	As required for acoustic
HVAC	
Heating, Cooling & ventilation	Design for an occupancy of 180 in seated performance Mode (160 seated + 20 performers – NC 20-25 (less critical than Iott Room) – Humidity?
Hydraulics	none
ELECTRICAL	
Lighting	General classroom task lighting, function / presenter settings. Shallow grid lighting w/ LED theatrical lights – DMX control
Electrical	Perimeter power in trunking. Floor boxes discussed – review RH actual usage in seminar spaces before commitment.
DATA	
IT	Data: Wireless and wired (for lectern) CMH expected to have 3 networks; 1. General, 2. Dedicated audio on gigabit Ethernet, 3. Video over gigabit Ethernet. Dante network system.
AV	5.1 sound, full length projection wall covered with curtain, 2 laser projectors blended edge. Relocatable lectern + multi control point. New mics. Dante video link Fixed PA system multi-channel and monitors

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CLASSROOM 2	Room No. 2.50
DATE	09-10-17

ROOM DESCRIPTION	
Proprietorship & Use	NZSM with hire by WCC (outside organisations)
Description / Function	Large multi-use space – accommodating some functions from P1. Classroom / Seminar with moderately damp acoustic. Active desking, piano (similar to AM101). Performance capable with up to 200 audience – NB additional seats to be sourced from other existing pool.
Location & floor level	WTH – Level 2
Area Achieved (m <sup>2</sup> )	185
Area Briefed (m <sup>2</sup> )	250
Average Room Height	4m
Existing comparison	AM 101 or SU 310?
Occupancy	Teaching format 60 with Flip up tables. As architecturally resolved in response to P1 deletion, can host up to max 240 pax total from a Fire Code requirement
Teaching	Yes
Adjacencies	Storage
ACOUSTIC	
Musical/Acoustic activity	General Teaching and Classroom use, movement workshops and dance, Multimedia and amplified speech events. Music rehearsal, possibly including Jazz combos, Percussion ensemble, Latin ensemble, Auditions, Recitals, high quality multi-track audio and video recording, Jazz performance workshops, movement classes* Orchestral rehearsal.
Acoustic performance	Medium (absorptive) Allow for 50% coverage of absorption material to walls. TBC Allow for 50% coverage of 75mm thick absorption material to ceiling (eg Trilon) TBC
Acoustic isolation	Type 1 (refer Marshall Day acoustic specs) As this space is located directly adjacent to the Auditorium and above the Mayoral Suite it is necessary to acoustically isolate this space using a 'room with room' strategy. The floor walls and ceiling are all to be isolated.

ARCHITECTURAL	
FFE	Loose staging, curtain, portable baffles shared with Iott. Classroom loose chairs (approx 60 plus 40 stacked in storage). If additional required by performance setting to be sourced from other location. Folding tables - Staggered height suggested by ITS for general teaching – to be reviewed with users. Piano and other instruments to be confirmed Whiteboards staved portable.
Built-in Joinery & Equipment	built in storage cabinetry
Flooring	*in either Classroom 1,2 or Seminar 1 a sprung floor (& mirrors) should be provided to accommodate movement classes. Likely to be seminar 1. Otherwise flooring as required to suit acoustic.
Wall Finishes	Refer to Room Acoustic Specification for generic finishes. Exact finishes to be confirmed with Marshall Day.
Ceiling Finishes	Refer to Room Acoustic Specification for generic finishes. Exact finishes to be confirmed with Marshall Day.
Windows & Day-lighting	Existing
Doors	As required for acoustic
HVAC	
Heating, Cooling & ventilation	Design for an occupancy of 180 in seated performance Mode (160 seated + 20 performers – NC 20-25 (less critical than Iott Room) – Humidity?
Hydraulics	none
ELECTRICAL	
Lighting	General classroom task lighting, function / presenter settings. Shallow grid lighting w/ LED theatrical lights – DMX control
Electrical	Perimeter power in trunking. Floor boxes discussed – review RH actual usage in seminar spaces before commitment.
DATA	
IT	Data. Wireless and wired (for lectern) CMH expected to have 3 networks; 1. General, 2. Dedicated audio on gigabit Ethernet, 3. Video over gigabit Ethernet. Dante network system.
AV	5.1 sound, full length projection wall covered with curtain, 2 laser projectors blended edge. Relocatable lectern + multi control point. New mics. Dante video link. Fixed PA system multi-channel and monitors

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PERIOD INSTRUMENTS	Room No. 2.08, 2.09
DATE	09-10-17

ROOM DESCRIPTION	
Description / Function	PERIOD INSTRUMENT ROOMS X2
Building & floor level	WTH level 2
Area required for Growth	
Area Briefed for Stage 1	
Area Achieved	
Average Room Height	
Existing comparison	
Occupancy	Students + occasional teaching
User groups	
Teaching	During term time, 2-5 hrs per week. Ad hoc practice at other times.
Scheduling frequency	
Adjacencies	
ACOUSTIC	
Musical/Acoustic activity	Loudest would be singer?
Instruments	3 x harpsichords 2 x fortepianos 2 x clavichords 1 x virginal 1 x chamber organ 1 x baroque cello 2 x natural horns 3 x sackbuts 2 x baroque trumpets 5 x baroque violins & violas 1 x baroque bassoon small baroque wind instruments (flute, clarinet, oboe) 1 x cornetto
Acoustic performance	Somewhat isolated
Acoustic Isolation	
ARCHITECTURAL	

FFE	
Built-in Joinery & Equipment	1 or 2 Display cabinets like in APMS, 1 lot of bookshelves (not necessarily built in)
Flooring	Overlay Timber floor (preferred)
Wall Finishes	Hard surfaces (resonance preferred). Finish to be confirmed
Ceiling Finishes	Hard surfaces (resonance preferred). Finish to be confirmed
Windows & Day-lighting	Glazing to outside corridor is good
Doors	Must be wide enough for harpsichord (width = c. 1m). Can they open out?
HVAC	
Heating and Cooling	Probably fine to have the standard HVAC
Ventilation	
Hydraulics	
ELECTRICAL	
Lighting	
Electrical	
DATA	
IT	No desktop computer.
AV	
Audio	Stereo. Turntable.
Security	Swipe card access
FIRE	
Finishes / systems	
GENERAL NOTES	
Other Comments:	

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<b>DEBATING CONTROL ROOM</b>	<b>Room No. 2.30</b>
DATE	09-10-17

ROOM DESCRIPTION	
Description / Function	Debating control room – minimal use
Building & floor level	WTH level 2
Area required for Growth	
Area Briefed for Stage 1	
Area Achieved	Unsure if can work with the offered configuration? Capture predominantly. More depth needed
Average Room Height	3.6m or achieved
Existing comparison	ACR
Occupancy	2
User groups	Classical technician
Teaching	nil
Scheduling frequency	daily
Adjacencies	Debating chamber Access from external corridor needed.
ACOUSTIC	
Musical/Acoustic activity	Ad-hoc recording possibilities in green room. Permanent setup in this room.
Instruments	
Acoustic performance	Short RT, bass traps. Mainly track lay. Dead RT. Low freq absorption.
Acoustic Isolation	Type 3
ARCHITECTURAL	
FFE	Desktop PC/mac with headphones. Speaker monitors. Green room to have laptop shelf, speaker system and amp. Computer on desk. <b>NZSM to provide size</b>
Built-in Joinery & Equipment	1 Equipment (data style) racks, console stand/table. Tech storage in dogleg?

Flooring	Carpet
Wall Finishes	150mm fibreglass back wall, distributed on side walls.
Ceiling Finishes	Refer to Room Acoustic Specification for generic finishes. Exact finishes to be confirmed with Marshall Day.
Windows & Day-lighting	The technicians would prefer a window to provide connection through to Debating Chamber although video link would also suffice. Sun filter blind. Secondary fixed glazing.
Doors	Acoustic seals. Tandem door.
HVAC	
Heating and Cooling	PNC 20 to 25 with override. Desktop will provide circa 20. <b>Able to sink up to 2kw of heat from gear</b> —heat load maybe not significant – but check when specified
Ventilation	required
Hydraulics	nil
ELECTRICAL	
Lighting	Task lighting - diffuse, dimmable, no glare on displays
Electrical	10 separate GPO's all on same phase per room & same as debating. Some at 400 AFFL, some at 800
DATA	
IT	4 ports for internet data – refer AV briefing process
AV	desk setup w/ speakers attached. Speakers on stands? Video monitoring of main lift & other performance spaces – on wall mounted LCDs.  Allow space for several large video monitors – 2 for computer display.
Audio	refer AV briefing process
Security	Swipe preferred.
FIRE	
Finishes / systems	
GENERAL NOTES	
Other Comments:	

# NZSM ROOM DATA SHEETS

15.35  
Wellington Town Hall Project  
Design Criteria  
09 October 2017

Section 08.01: NZSM Room Data Sheets  
Page 08.01.10

ENSEMBLE ROOM – Level 2 WTH	Room No. 2.27
DATE	09-10-17

ROOM DESCRIPTION	
Proprietorship & Use	NZSM
Description / Function	Jazz and classical teaching and practice.
Location & floor level	Various – 8 total (3 classical, 4 jazz, 1 shared)
Area Achieved (m <sup>2</sup> )	35m <sup>2</sup>
Area Briefed (m <sup>2</sup> )	Various
Average Room Height	
Existing comparison	91KP 101 Or 1C46
Occupancy	8-15
User groups	Classical, Jazz
Teaching	Yes
Scheduling frequency	
Adjacencies	
ACOUSTIC	
Musical/Acoustic activity	Jazz and classical Combos
Instruments	Varies – for Jazz (most acoustically demanding) Grand Piano, Drumsset, 2 x Bass and 2 x Guitar amplifiers, Keyboard and Amplifier, Acoustic Bass, Vibraphone.
Acoustic performance	Balanced
Acoustic Isolation	Type 3
ARCHITECTURAL	
FFE	Seating: 8-15 people Whiteboards staved wall mounted Storage locker
Built-in Joinery & Equipment	Shelf for mixing desk and CD player. Storage for microphones, stands etc
Flooring	Axminster - to match foyer flooring. To be confirmed with Marshall Day.

Wall Finishes	Refer to Room Acoustic Specification for generic finishes. Exact finishes to be confirmed with Marshall Day.
Ceiling Finishes	Refer to Room Acoustic Specification for generic finishes. Exact finishes to be confirmed with Marshall Day.
Windows & Day-lighting	Sun filter blinds as required
Doors	As required for acoustic & ensure width for vibraphones!
HVAC	
Heating, Cooling & Ventilation	NC 20-25. Level to be confirmed with MDA. Max 15 people
Hydraulics	none
ELECTRICAL	
Lighting	General task lighting
Power	Power: 4 x 4 way fixed power outlets evenly distributed around room
DATA	
IT	Data: Wireless and wired
AV	CD player/amp shelf mounted – basic stereo system 2 x powered monitors (speakers) wall mounted
Security	Keyed door
FIRE	
Finishes / systems	
GENERAL NOTES	
Other Comments:	Clock wall mounted Air deodoriser wall mounted

**NOTES:**

- 1. POWER AND DATA POINTS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF WELLINGTON ELECTRICAL CODE AND THE CITY OF WELLINGTON ELECTRICAL CODE.
- 2. ALL TOOLS AND EQUIPMENT TO BE PROVIDED BY THE CONTRACTOR.
- 3. ALL WORK TO BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- 4. ALL WORK TO BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- 5. ALL WORK TO BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- 6. ALL WORK TO BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
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- 11. ALL WORK TO BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- 12. ALL WORK TO BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- 13. ALL WORK TO BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- 14. ALL WORK TO BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.



**DEVELOPED DESIGN**  
NOT FOR CONSTRUCTION

Project Name	Wellington City Council
Project No.	5294622-WTH-BE-2001
Revision	1
Date	13/10/2014
Author	[Name]
Checked	[Name]
Approved	[Name]

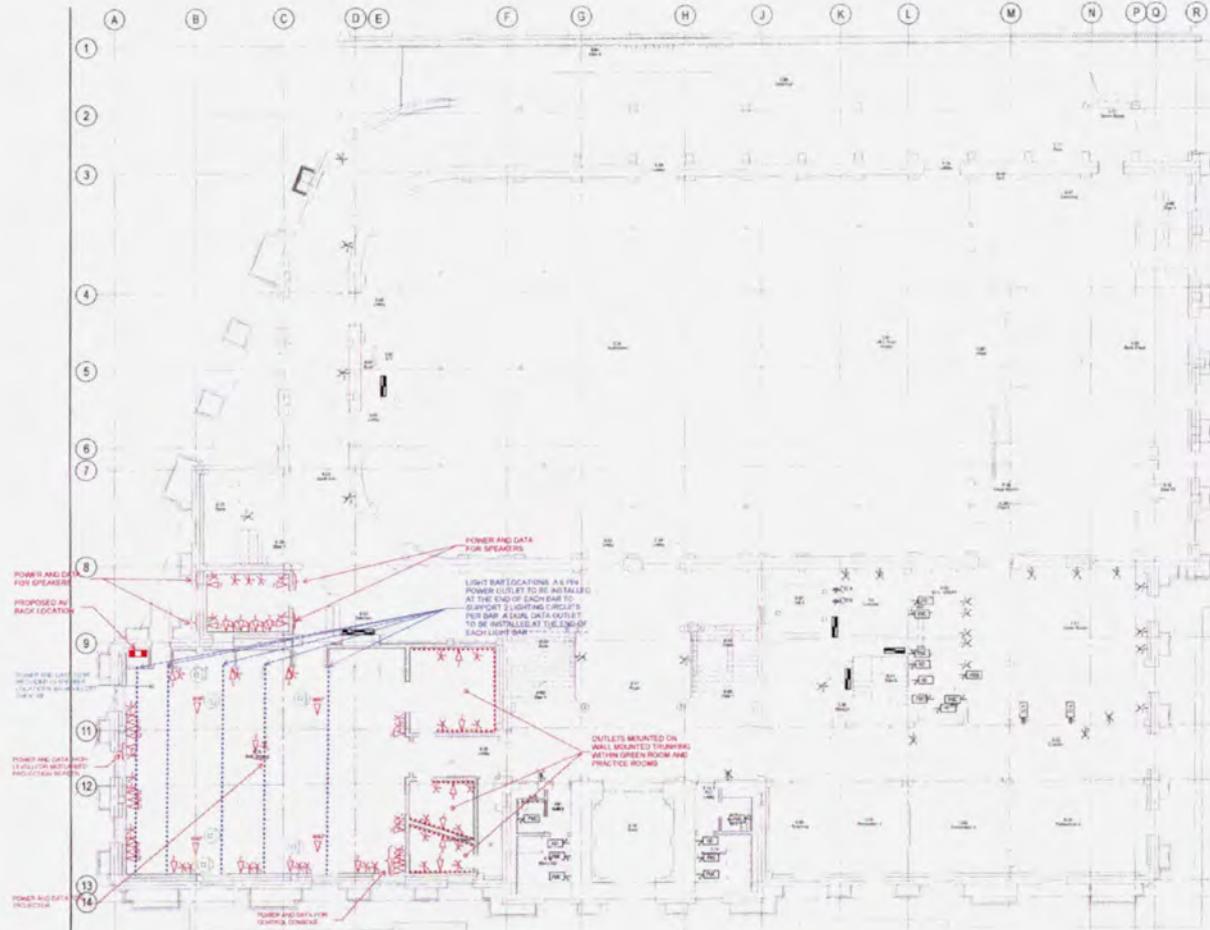


WELLINGTON CITY COUNCIL

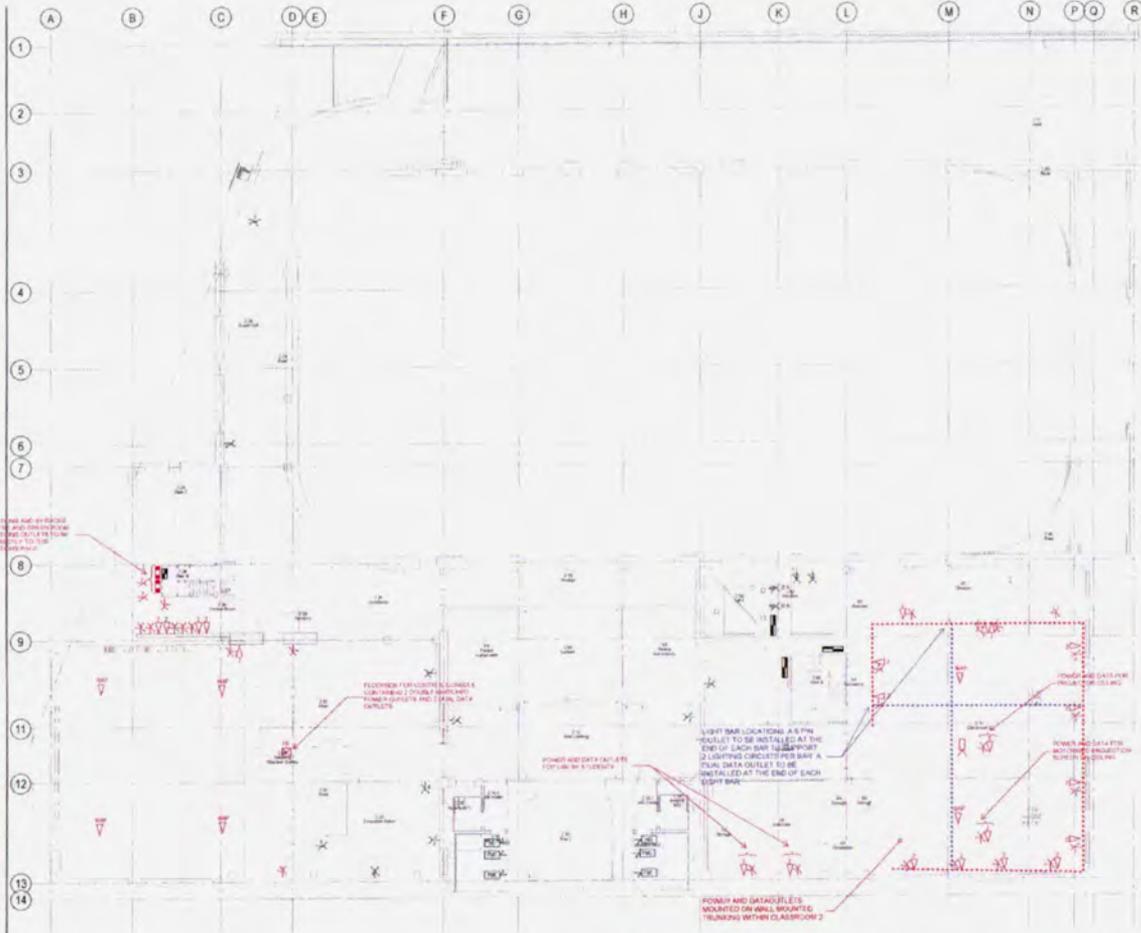
WELLINGTON TOWN HALL  
DEVELOPMENT

GROUND FLOOR POWER LAYOUT

ELECTRICAL SERVICES  
5294622-WTH-BE-2001







IF INFORMATION HAS NOT BEEN PROVIDED, ALL CABLES SHALL BE INSTALLED IN THE WALL MOUNTED TRAYING WITHIN CLASSROOM 2 TO THE EXTENT POSSIBLE.

POWER AND DATA OUTLETS FOR USE BY STUDENTS

POWER AND DATA OUTLETS FOR USE BY STUDENTS

EIGHT BAY LOCATIONS AS PER RESULTS TO BE INSTALLED AT THE END OF EACH BAY TO SUPPORT 2 LIGHTING CIRCUITS PER BAY. A PLUG DATA OUTLET TO BE INSTALLED AT THE END OF EACH BAY.

POWER AND DATA OUTLETS FOR USE BY STUDENTS

POWER AND DATA OUTLETS MOUNTED ON WALL MOUNTED TRAYING WITHIN CLASSROOM 2

**NOTES:**

1. VERIFY WITH DESIGN TEAM ON DATE OF ISSUE IS PROVIDED FOR THE INFORMATION OF THE DESIGN TEAM. VERIFY WITH DESIGN TEAM ON DATE OF ISSUE IS PROVIDED FOR THE INFORMATION OF THE DESIGN TEAM.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
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13. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
14. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.



**DEVELOPED DESIGN**  
NOT FOR CONSTRUCTION

A. WELLINGTON CITY COUNCIL		DATE: 2021-06-21	
Project Name	Project No.	Revision	Scale
Project No.	Project No.	Revision	Scale
Project No.	Project No.	Revision	Scale



WELLINGTON CITY COUNCIL

WELLINGTON TOWN HALL DEVELOPMENT

SECOND FLOOR POWER LAYOUT

ELECTRICAL SERVICES

5204622-WTH-BE-2021 A

## DESIGN ADVICE

Project:	Wellington Town Hall	Document No.:	Da 007 R01
To:	WCC & NZSM c/o Athfield Architects	Date:	9 October 2017
Attention:	Neil Drummond	Project No.:	20170120
From:	Bertie van den Braak	No. Pages:	5
Subject:	Zone 3 acoustic wall and ceiling build-ups – revision R01		

AAL OVERMARKING  
10-10-2017

Marshall Day Acoustics (MDA) has been engaged by Wellington City Council and New Zealand School of Music to provide input to the acoustic design of the Wellington Town Hall refurbishment (WCC, Base Build Design, NZSM: Fitout Design).

This document (revision R01) discusses schematic indications of wall and ceiling constructions for Zone 3 base-build and client fit-out areas required to achieve the 'acoustic separation' as desired by the different tenants, and replaces the previous draft version. The recommended floor construction and treatment to control the room acoustics will be provided at a later stage.

### ACOUSTIC PERFORMANCE

The 'acoustic separation' is determined by the activity noise level based on the intended use, the sound insulation performance of partitions and the background noise level. The desired acoustic separation and intended use are outlined in the room data sheets as provided by Athfield Architects Limited (AAL) on their ftp.

### RECOMMENDATIONS

Our recommendations for the partitions of Zone 3, including the assumed activity noise level and recommended background noise level, are provided on the following pages.

The activity noise level is expressed in dB  $L_{Aeq}$ , the overall A-weighted noise level, and in dB  $L_{eq}$  for the critical low frequencies 63 Hz and 125 Hz.

#### lloft room

We have provided two alternative design levels for the lloft room:

1. The first option includes masonry to provide a higher degree of sound insulation. This will provide adequate sound insulation for what we consider "unmanaged rock drumming" – most sound events will be controlled to within the design limits in adjacent spaces, although some peak levels may slightly exceed these limits.
2. The second option does not require masonry construction, and relies on some management of drum activity levels (yellow highlighted levels), such that "typical jazz combo" or typical drum instruction levels are maintained. Occasional peak levels from these activities may exceed the design limits in adjacent spaces, but most would be controlled to design levels. Uncontrolled loud drumming (louder than we have observed from typical activities) would likely exceed design levels.

VUV  
TO  
ADVISE.

#### Debating Chamber

For the Debating Chamber, we recommend installing 12 mm plywood layer under the roofing steel (when the Debating Chamber is being re-roofed anyway) and installing cavity blanket such as Pink batts in the ceiling cavity, assuming a steel roof on slat sarking, a large cavity (1-2m), pressed metal ceiling.

An alternative treatment is to introduce a significant amount of heavier batts, e.g. 70 mm of Fibretex 650 into the ceiling cavity over the entire ceiling.

VUV  
TO  
ADVISE.

Please note the following:

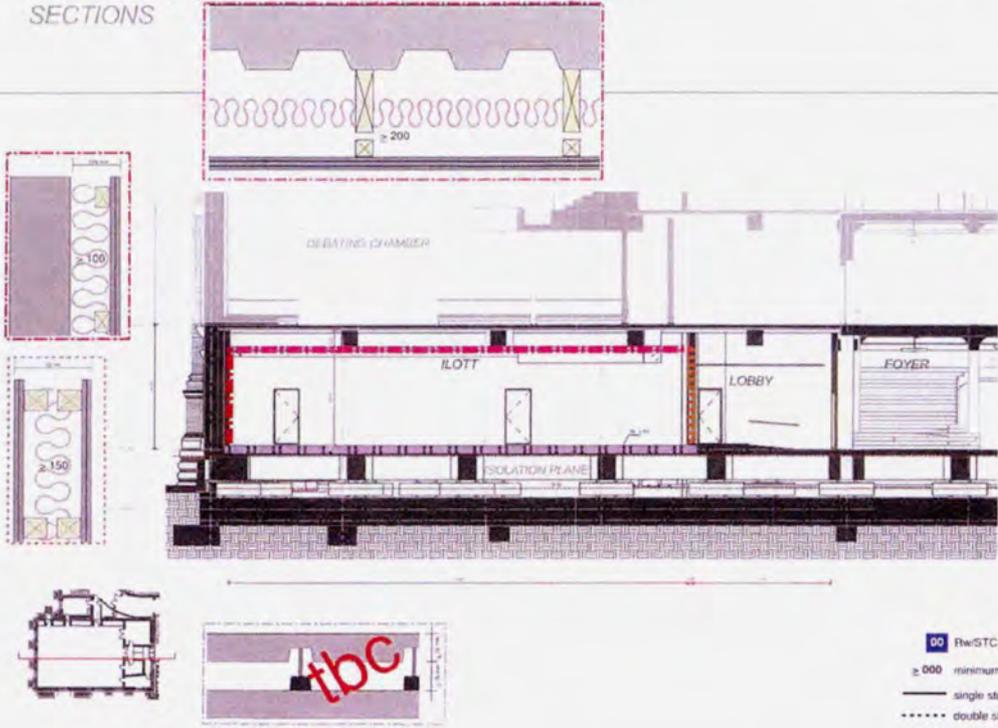
1. Drawings are not to scale – intended only to schematically indicate the location and type of linings. ✓
2. 3 types of wall have been recommended:
  - i. Single stud with minimum stud spacing of 600 mm, indicated by a solid line ✓
  - ii. Double stud wall with at least 25 mm spacing between frames, indicated by a dotted line ✓
  - iii. Recommended plasterboard wall with frame at least 25 mm acoustically separated from existing wall, indicated by a dotted and dashed line ✓
3. All plumbing services in double stud walls should be installed so that they are fixed to the toilet or kitchen wall side of the framing and only run between the studs of that wall. BECA
4. In general, the recommended plasterboard layers are 13 mm thick Gib Noiseline. In a partition with multiple plasterboard layers it is acceptable to replace one layer with 18 mm plywood. HC TO CONFIRM
5. To create effective sound insulating wall partitions, it is necessary to construct full height walls, from floor slab to floor slab. However, for box-in-box situations, the internal wall should be built on top of the floating floor slab with the plasterboard ceiling as a lid directly fixed to the internal walls. ✓
6. The partition bottom track or plate must be fixed directly down onto the floor substrate with a thick continuous bed of flexible acoustic sealant between the bottom of the track and the floor. Lightweight floor materials such as timber should not create a solid bridge between the two sets of studs in wall types ii. and iii. (see Item 2 above). BUILDABILITY QUESTION
7. The exact floor build-up of the floating floors and possible acoustic separation (structural break) between floating floor slabs (e.g. between practice rooms) will be further detailed at a next stage. WHY NOT AVAILABLE NOW?
8. The sound absorbent ceiling (to control the room acoustic) will need to be installed below the plasterboard layers. The sound absorbent ceiling should be a glass fibre ceiling tile or similar lightweight material, to reduce the risk of resonances between the plasterboard ceiling and the absorptive material. MDR TO PROVIDE ROOM
9. In general, doors are to be noise rated door sets such as those available from Pacific Door Systems. STC requirements are indicated in blue values at each noise-rated door. ✓ NEEDS FURTHER MEASUREMENTS
10. Some wall build-ups (e.g. for users) will have to be confirmed once more is known about the mechanical services system.
11. The roof/ceiling build up (level 2) will be confirmed at a later stage.
12. Alternative build-ups or door types may be acceptable, but should be confirmed by Marshall Day Acoustics. ✓
13. Sound absorbing treatment with NRC 0.65 or more is recommended to the ceiling and side walls of the sound lobbies (i.e. the corridors between acoustically rated doors). ✓
14. Significant construction supervision will be required to ensure any flanking between the new isolated structure and the existing building is minimised. ✓





ILOTT THEATRE  
SECTIONS

13.38  
Wellington Town Hall



- 00 fire/STC door
- ≥ 200 minimum cavity depth in mm
- single stud wall
- ..... double stud wall
- - - - frame acoustically separated from existing wall

Figure 3: Zone 3 – Ground Floor section [Base Image: 170915 Iloft Theatre Package Rev 2' from Athfield Architects Limited]



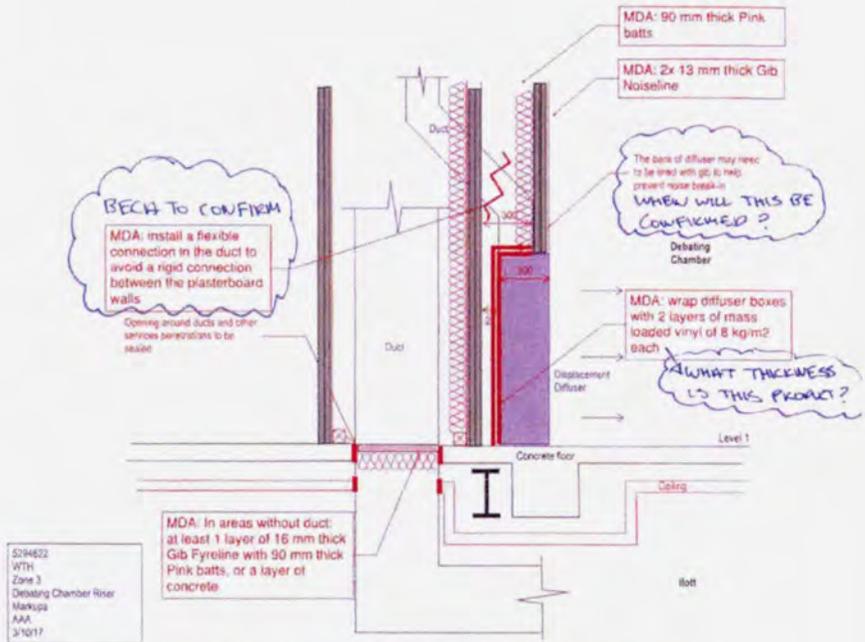


Figure 5: Zone 3 – Riser Debating Chamber [Base image: '2017-10-03 Debating riser mark-up' from Beca]



# ILOTT THEATRE FLOOR PLANS

15.35  
Wellington Town Hall  
IloTT Theatre  
13.09.2017

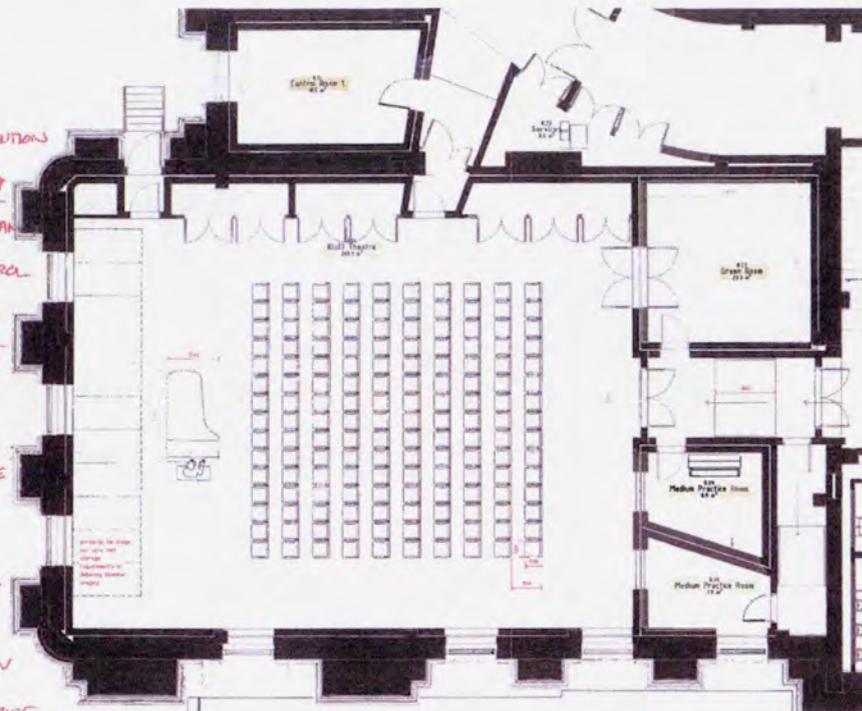
Page 4

150 SEATS  
1 PIANO

## NOTES CONT.

### 2) ILOTT THEATRE

- a) UPGRADE AIR DISTRIBUTION SYSTEM (DUCTWORK, HEATER BATTERIES, & SUPPLY DIFFUSERS) - TO SUIT HIGHER CAPACITY LOAD.
  - b) ADD HUMIDITY CONTROL FOR RH 40-60% (AT CENTRAL AHU)
  - c) PROVIDE HVAC OVER-RIDE CONTROL FOR "RECORDING MODE"
  - d) GENERAL POWER: ALLOW 18N<sup>0</sup> DOUBLE POWER + 6N<sup>0</sup> DOUBLE POWER AT STAGE
  - e) AV & PERFORMANCE LIGHTING POWER & DATA REQUIREMENTS PENDING
  - f) SECURITY: ADD CARD ACCESS TO MAIN DOORS  
CCTV PENDING VIM BRIEF.
- LEVEL 1**
- g) LIGHTING - UPGRADE LIGHTING FOR PANEL CEILING DESIGN W/



LIGHTING CONTRACTS W/  
INTERFACING TO PERFORMANCE

## NOTES:

- d) CONTROL ROOM, GREEN ROOM & PRACTICE ROOMS:
  - a) RELOCATE PCU'S & UPGRADE ACOUSTIC TREATMENTS TO MEET NC-20-25.
  - b) ADD HUMIDITY CONTROL FOR RH +PIANO 40-60% (LOCALISED UNITS)
  - c) ADD DIMMER CONTROL TO LIGHTING (CONTROL ROOM)!
  - d) ADD POWER (GENERAL) W/ SURFACE MOUNTED TRUNKING - GREEN ROOM & PRACTICE
    - CONTROL ROOM
    - > ADD 10 x DOUBLES
- e) AV REQUIREMENTS PENDING. ALLOW FOR WIRING OF CLEAN BATH SYSTEM FROM LANDLORD RISER (SERVICES) TO EACH TENANT SPACE FOR AV SYSTEMS.
- f) SECURITY REQUIREMENTS PENDING.

Job N<sup>o</sup>: 5294-627

Sketch: BB-KOOL A

Date: 26/1/12 By: KBW

Becca

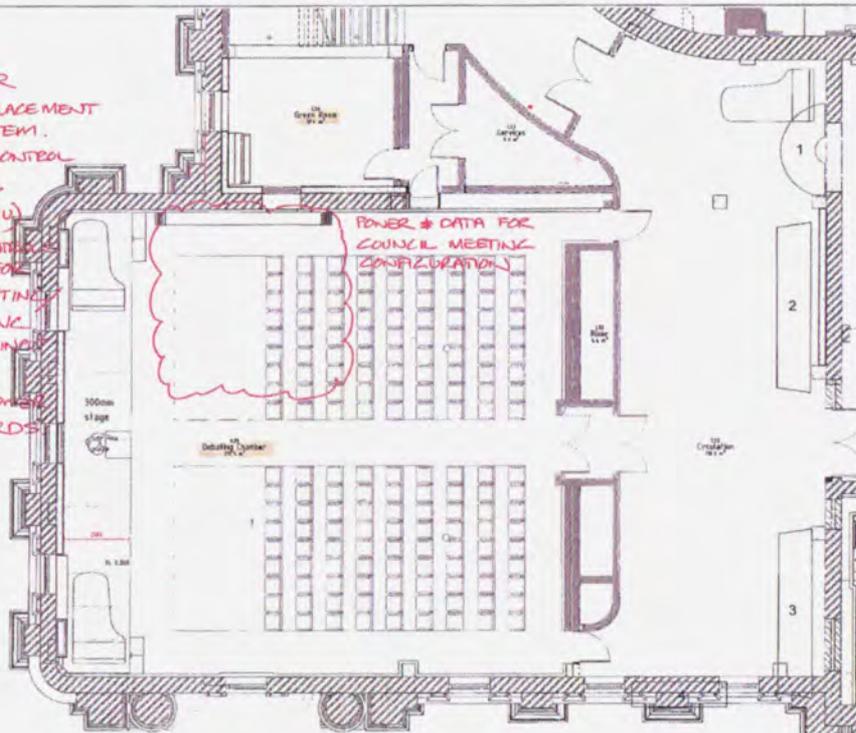
# DEBATING CHAMBER FLOOR PLANS 2m STAGE

15.35  
Wellington Town Hall  
Debating Chamber  
15.09.2017 - revision 2

Page 2

**NOTES:**

- 1) DEBATING CHAMBER
  - a) BASE-BUILD ASPLACEMENT VENTILATION SYSTEM. ADD HUMIDITY CONTROL FOR RH 40-60% (AT CENTRAL AHU)
  - b) ADD POWER & CONTROL INFRASTRUCTURE FOR PERFORMANCE LIGHTING THEATRICAL LIGHTING BARS (PENDING INFO FROM SPECIALIST)
  - c) ADD GENERAL POWER & DATA AS PER RDS
  - d) AV - PENDING BRIEF



**OCCUPANCY**

216 in audience  
214 seats  
1 performers / speaker

Note: Fire design maximum for 2x egress routes is 249

**STORAGE**

Using calibre stackable seating, the excess chairs can be stacked down to 3 trolleys x 0.6m<sup>2</sup> each.



Job N°: 5294622  
Sketch: BB-K002 A  
Date: 26/11/17 By: KEN

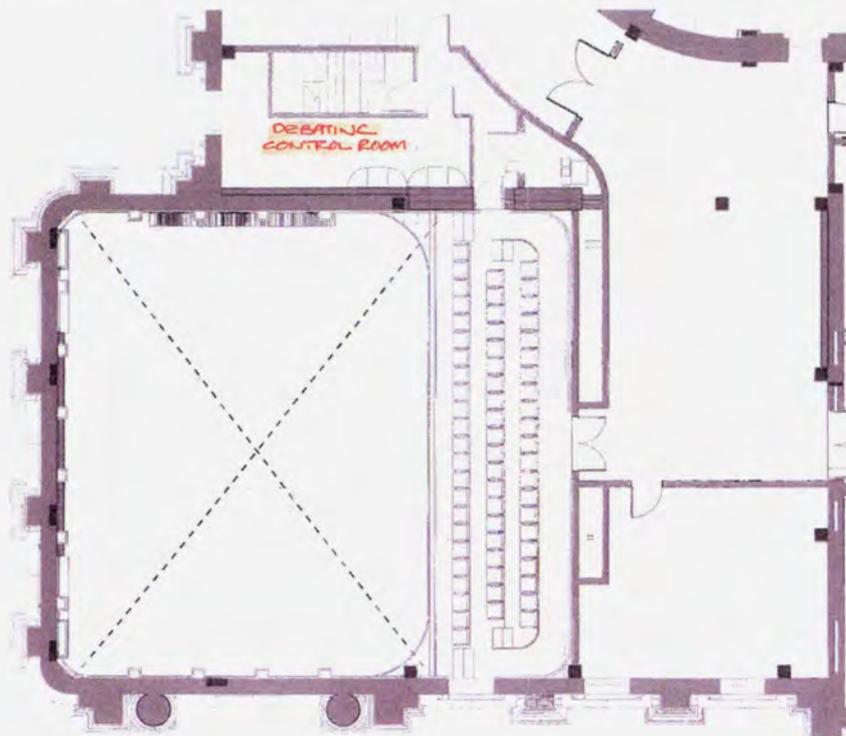


LEVEL 1

DEBATING CHAMBER  
FLOOR PLANS  
L2 GALLERY OPTION A

15.35  
Wellington Town Hall  
Debating Chamber  
15.09.2017 - revision 2

Page 6



OCCUPANCY

64 seats

Note: Fire design maximum  
for 2x egress routes is 249

LEVEL 2

Job N°: S294623  
Sketch: BB-KA03 A  
Date: 26/1/17 By: KEN

BECA



**Appendix 3: NZSO Fitout Works Specification**

---

**PROJECT NAME: WELLINGTON TOWN HALL DEVELOPEMENT**

<b>SUBJECT:</b>	NZSO Fitout Works Specification	<b>DATE:</b>	13/03/18
<b>PURPOSE:</b>	To inform the landlord	<b>TRANSMITTAL #:</b>	No.1

<b>FROM:</b>	Andy Norris	Xigo
--------------	-------------	------

<b>TO:</b>	Steve McColl	WCC
<b>COPY:</b>	James Henry	NZSO
<b>COPY:</b>	Shelley Hood	NZSO

**REMARKS:**

Issued in accordance with the Collaboration and Redevelopment Agreement.

NAME:	REV:	TITLE:	PAGES:	QUANTITY:	DATED:
NZSO – Tenant Fitout Works Specification	01		10	1	13/03/18

<b>AUTHOR:</b>	Andy Norris
<b>CC:</b>	

NZSO Percussion Practice Room	Room No. B.53
DATE	14-11-17

ROOM DESCRIPTION	
Proprietorship & Use	NZSO
Description / Function	Percussion Practice Room. Used for practice as well as storage of some percussion instruments that are awkward to store and generally stored on the floor. There is likely to be a requirement for three people to practice in this space, this might be achieved by providing a separating wall within the isolation box.
Location & floor level	Basement
Area Achieved (m <sup>2</sup> )	56m <sup>2</sup> TBC – may change depending on wall build up.
Area Briefed (m <sup>2</sup> )	55m <sup>2</sup>
Average Room Height	3m
Existing comparison	NA
Occupancy	1-3
User groups	NZSO Percussion
Scheduling frequency	As required by NZSO, 24/7 access and usage required
Adjacencies	Located next to NZSO storage, Truck dock and stage (lift)
ACOUSTIC	
Musical/Acoustic activity	Percussion Practice and potentially recording percussion (sectionally)
Instruments	Percussion
Acoustic performance	'Dead' - lots of absorption
Acoustic isolation	Type 1 – isolate from Auditorium.
ARCHITECTURAL	
FFE	To be confirmed
Built-in Joinery & Equipment	Shelving – Allow 600mm deep, 4 shelves high, and 12m long
Flooring	Carpet Tiles
Wall Finishes	Allow 50% room acoustic absorbers
Ceiling Finishes	Allow 100% room acoustic absorbers suspended from ceiling
Windows & Day-lighting	No Windows to exterior.
Doors	As required for acoustic & ensure access for large percussion instruments. Twin, Double door sets, no ramping or stepping (to allow access for heavy rolling equipment on castors)
HVAC	
Heating, Cooling & Ventilation	NC Level to be 25-30. Max 3 people Only temperature control required for Percussion instruments.

Hydraulics	none
ELECTRICAL	
Lighting	General task lighting. Dimmable not required
Power	Power: 4 x 4 way fixed power outlets evenly distributed around room
DATA	
IT	Data: Wired x4 outlets
AV	Connectivity to Control Room for percussion recording (sectionally)
Security	Swipe
FIRE	
Finishes / systems	TBC
GENERAL NOTES	
Other Comments:	Finished box-in-box height to achieve 2.75m internal dimension throughout. Flexible internal separation/splitting of room at approximately mid-point desirable (such as concertinaed screening, not required to be acoustically separate). Power should be evenly distributed at perimeter to allow 2 x 4-way in each half (when separated) and x2 data in each half. AV connectivity to allow sectional percussion recording should ideally be same as connectivity of Iso Room to Control room.

## Room Data Sheet

a t h f i e l d  
a r c h i t e c t s  
l i m i t e d  
a t h f i e l d  
a r c h i t e c t s  
l i m i t e d  
a t h f i e l d

NZSO Storage	Room No. B.54
DATE	14-11-17

ROOM DESCRIPTION	
Proprietorship & Use	NZSO
Description / Function	Store Room. Could be designed so that it could be used for practice. Refer Percussion Practice Room Brief
Location & floor level	WTH Basement
Area Achieved (m <sup>2</sup> )	35m <sup>2</sup> TBC – may change depending on wall build up.
Area Briefed (m <sup>2</sup> )	Part of NZSO general storage requirements (140m <sup>2</sup> total) – refer Room Accommodation Brief.
Average Room Height	2.7m (TBC)
Existing comparison	NA
Occupancy	None.
User groups	Nil
Scheduling frequency	As required by NZSO
Adjacencies	Located next to NZSO storage, Truck dock and stage (lift)
ACOUSTIC	
Musical/Acoustic activity	Nil
Instruments	Nil
Acoustic performance	Nil
Acoustic isolation	Nil Type 4 space
ARCHITECTURAL	
FFE	Nil
Built-in Joinery & Equipment	Possibly some shelving – Allow 600mm deep x 4 shelves high and 12m long.
Flooring	Vinyl for storage
Wall Finishes	12mm ply for storage.
Ceiling Finishes	Plasterboard for storage
Windows & Day-lighting	No Windows to exterior.
Doors	Lockable for storage
HVAC	
Heating, Cooling & Ventilation	To be Temperature controlled (between 19°C – 25°C) to be confirmed by NZSO and BECA.
Hydraulics	none
ELECTRICAL	
Lighting	General lighting

Power	TBC. 1 x Outlet on each wall?
DATA	
IT	Data: NA – NZSO to confirm
AV	none.
Security	NZSO to confirm. Keyed or swipe?
FIRE	
Finishes / systems	TBC
GENERAL NOTES	
Other Comments:	Refer to B.53. May be modified if used as a second practice room for percussion as well as storage.

project no: 15-35  
Wellington Town Hall

Room Data Sheet B.54

Page 1

NZSO CONTROL ROOM	Room No. B.59
DATE	28-02-18

ROOM DESCRIPTION	
Proprietorship & Use	NZSO
Description / Function	NZSO Control Room for recording NZSO from the Auditorium. Control Room set up for film Scoring. Could be used by others as invited by NZSO. Park Road Post (John Neil) part of consultation. RNZ (Graeme Kennedy) part of consultation. Space set up with large screen to front and tiered seating at rear for viewing film while sound editing.
Building & floor level	WTH Basement
Area Briefed	80m <sup>2</sup>
Area Achieved	99m <sup>2</sup> tbc (depending on wall build up and need for server room)
Average Room Height	3.5m minimum. Ideally 4m (as achieved depending on construction)
Existing comparison	NA
Occupancy	20 people max. Made up of Sound technicians and film crew. May include Producers and Director.
User groups	Sound technicians for scoring and possibly outside organisations as invited by NZSO e.g. RNZ live recording or VJW as a teaching space
Scheduling frequency	As required by NZSO
Adjacencies	NZSO: Producers Suite, Percussion Suite, Iso Room WCC/NZSM: Council Chamber, Elliott Theatre and Auditorium. Private access route required for VIP's. A connection from the NZSO Control Room to a dedicated NZSO Floor Box is required for 2x 100 mm pipe conduits and all other Power, AV, Data and ICT direct connections required.
ACOUSTIC	
Musical/Acoustic activity	Live recording, and Mixing
Instruments	Monitor loudspeakers
Acoustic performance	To be confirmed by MDA. Space designed for surround sound focused on person located in front of sound desk.
Acoustic Isolation	Type 1 – box in box – High Isolation.
ARCHITECTURAL	
FFE	TBC confirmed. Sound control desk and seating Comfortable seating at rear on raised floor for viewing.
Built-in Joinery & Equipment	Raised floor to rear of room. Wall within room to separate off computer racks. Requires glass door in front of rack and access door to back of rack.

Flooring	Allow for 45 mm raised acoustic floor with 20 mm particle board flooring on top to allow for future cable access around room.
Wall Finishes	Allow for 50% coverage of 150mm fibreglass with fabric facing to three walls and 100% to rear wall.
Ceiling Finishes	Allow for Asona Cloud panels to all of ceiling (a portion of this may be changed out for reflective type panels – MDA to confirm)
Windows & Day-lighting	Nil
Doors	Acoustic seals. Tandem doors. Single leaf door large enough to get recording equipment in and out.
HVAC	
Heating and Cooling	PNC 15 to 20
Ventilation	Required for up to 20 people max. Temperature control required (no humidity control)
Hydraulics	nil
ELECTRICAL	
Lighting	Task lighting to work stations otherwise - diffuse, dimmable, no glare on displays. Designed for watching film while editing sound. Lighting supplies to be on different circuits.
Electrical	Allow for trucking to all walls. There is a raised floor to provide easy install to control desk etc. UPS Required for controlled shut down of electrical equipment. Power supply to equipment important to be isolated with no loop circuits. 3x Distribution Boards Required. General [to have standard 'White' face plates. UPS Supply [Red Squares around outlets]; and Tech Earthed Power [with Black face plates] Sockets to Auditorium from Control Room DB's required.
DATA	
IT	Server Room required to hold ICT and Server Racking [See Briefing Document concept sketch MDA 31 Aug 17]. Separate Data Circuits supply to the control room and control room/auditorium feed. Fibre to be run to Auditorium separate to main circuit [2 x 12 splits].
AV	Connection to the wider site required. Individual direct feeds required from control room to Auditorium.
Audio	refer AV briefing process
Security	Swipe System as required by NZSO. Dedicated NZSO Auditorium Floor Boxes to be locked.
FIRE	
Finishes / systems	Upon system activation, power will need to be dropped from all sound desk equipment.
GENERAL NOTES	
Other Comments:	

project no: 15-35  
CIVIC MUSIC HUB  
Concept Design

Room Data Sheet B.59

## Room Data Sheet

NZSO Producers Suite	Room No. B.60
DATE	14-11-17

ROOM DESCRIPTION	
Proprietorship & Use	NZSO
Description / Function	Producers Suite to be used by film crew personal during the recording of a score for a film. Max of 10 people. When not in use this space is likely to be used for number of other activities including: <ul style="list-style-type: none"> <li>- Meeting room (10 people).</li> <li>- Practice room for large instruments. Strings and Wind only. Will not be fully isolated from corridor space. Not a Studio. (8-9 people max).</li> <li>- Dressing room for performances upstairs. (In frequent use)</li> </ul>
Location & floor level	Basement
Area Achieved (m <sup>2</sup> )	59m <sup>2</sup> TBC – may defer depending on wall build up. (under review)
Area Briefed (m <sup>2</sup> )	60m <sup>2</sup>
Average Room Height	3m (TBC)
Existing comparison	NA
Occupancy	10 max.
User groups	As noted in description
Scheduling frequency	As required by NZSO
Adjacencies	Located next to NZSO storage, control room.
ACOUSTIC	
Musical/Acoustic activity	Occasional big instrument practice
Instruments	Large instruments. Strings and Wind only.
Room Acoustic	variable
Acoustic Isolation	Type 3. Not box in box but isolate from Auditorium.
ARCHITECTURAL	
FFE	Nil
Built-in Joinery & Equipment	Nil
Flooring	Carpet tiles
Wall Finishes	50% Asona panels to walls
Ceiling Finishes	100% Asona cloud panels to entire ceiling.
Windows & Day-lighting	No Windows to exterior.
Doors	One set of double acoustic double doors (ST 42-43) Large enough to take a Concert D grand piano
HVAC	

Heating, Cooling & Ventilation	NC NC20-25. Max 10 people. Temperature control only, no humidity control
Hydraulics	none
ELECTRICAL	
Lighting	General task lighting. Allow for dimmable lighting.
Power	Power: 4 x 4 way fixed power outlets evenly distributed around room
DATA	
IT	Data: Wireless and wired – NZSO to confirm
AV	TBC. Not likely.
Security	NZSO to confirm. Keyed or swipe?
FIRE	
Finishes / systems	TBC
GENERAL NOTES	
Other Comments:	

 project no: 15-35  
 Wellington Town Hall

 Room Data Sheet B.60  
 NZSO Producers Suite

NZSO Iso Room	Room No. B.61
DATE	14-11-17

ROOM DESCRIPTION	
Proprietorship & Use	NZSO
Description / Function	Iso Room and Piano Practice. Can be used for practice and also as adjacent to control room can be used as isolation room for recording.
Location & floor level	Basement
Area Achieved (m <sup>2</sup> )	41m <sup>2</sup> TBC – may defer depending on wall build up
Area Briefed (m <sup>2</sup> )	50m <sup>2</sup>
Average Room Height	3m minimum – higher ideally
Existing comparison	NA
Occupancy	1-6
User groups	NZSO Piano and small ensemble
Scheduling frequency	As required by NZSO
Adjacencies	Located next to NZSO control room. And access to stage lift if the Piano is to be used on stage
ACOUSTIC	
Musical/Acoustic activity	Piano plus others. Could be any NZSO instrument.
Instruments	Any NZSO instrument
Acoustic performance	Balanced – MDA to confirm
Acoustic Isolation	Type 1 – isolate from Control room and Auditorium.
ARCHITECTURAL	
FFE	To be confirmed
Built-in Joinery & Equipment	Nothing confirmed
Flooring	Timber overlay floor on to concrete slab
Wall Finishes	2 Plasterboard Walls. 2 Plasterboard walls with curtains over
Ceiling Finishes	50% coverage of ceiling with suspended Asona Cloud and 50% coverage with suspended angled timber panels.
Windows & Day-lighting	No Windows to exterior. No window required through to adjacent control room.
Doors	As required for acoustic & ensure access for Concert D grand piano.
HVAC	
Heating, Cooling & Ventilation	PNC Level to be 15-20. Max 6 people
Hydraulics	none

ELECTRICAL	
Lighting	General task lighting and is to be dimmable.
Power	Trunking to two of the walls
DATA	
IT	Data. Wireless and wired – NZSO to confirm
AV	TBC – connection to Control room to be determined.
Security	NZSO to confirm. Keyed or swipe?
FIRE	
Finishes / systems	TBC
GENERAL NOTES	
Other Comments:	

project no: 15-35  
Wellington Town Hall

Room Data Sheet B.61

## Room Data Sheet

a t h f i e l d  
a r c h i t e c t s  
l i m i t e d  
a t h f i e l d  
a r c h i t e c t s  
l i m i t e d  
a t h f i e l d

NZSO Instrument Store	Room No. B.67 + B.70
DATE	14-11-17

ROOM DESCRIPTION	
Proprietorship & Use	NZSO
Description / Function	Store spaces. One located off the stage lift. other area located from Basement corridor
Location & floor level	WTH Basement
Area Achieved (m <sup>2</sup> )	16m <sup>2</sup> TBC – may change depending of NZSO and or WCC requirements. Relatively small area, should be considered as part of the NZSO's generally storage requirements.
Area Briefed (m <sup>2</sup> )	16m <sup>2</sup> for instruments – further detailed briefing required to confirm what is best stored where.
Average Room Height	2.7m (TBC)
Existing comparison	NA
Occupancy	None
User groups	TBC
Scheduling frequency	As required by NZSO
Adjacencies	Located next to NZSO storage, Truck dock and stage (lift)
ACOUSTIC	
Musical/Acoustic activity	Nil.
Instruments	Nil.
Acoustic performance	Nil.
Acoustic Isolation	Nil.
ARCHITECTURAL	
FFE	NA
Built-in Joinery & Equipment	Likely to require shelving once storage inventory confirmed.
Flooring	Vinyl for storage
Wall Finishes	Plasterboard for storage. (toughline)
Ceiling Finishes	Plasterboard for storage
Windows & Day-lighting	No Windows to exterior.
Doors	Lockable for storage
HVAC	
Heating, Cooling & Ventilation	Temperature control required but not humidity.
Hydraulics	none
ELECTRICAL	

Lighting	General lighting.
Power	2 x Outlets
DATA	
IT	Data: NA – NZSO to confirm
AV	none.
Security	NZSO to confirm. Keyed or swipe?
FIRE	
Finishes / systems	TBC
GENERAL NOTES	
Other Comments:	

project no: 15-35  
Wellington Town Hall

Room Data Sheet  
B.67 + B.70

NZSO Storage	Room No. B.74
DATE	14-11-17

ROOM DESCRIPTION	
Proprietorship & Use	NZSO
Description / Function	General Storage. Could be instruments – No occupation.
Location & floor level	Civic Square Basement
Area Achieved (m <sup>2</sup> )	105m <sup>2</sup> TBC.
Area Briefed (m <sup>2</sup> )	Part of NZSO general storage requirements (140m <sup>2</sup> total) – refer Room Accommodation Brief.
Average Room Height	2.2m (TBC) – space might be lower?
Existing comparison	NA
Occupancy	None.
User groups	NZSO
Scheduling frequency	Continuous use
Adjacencies	Located next to NZSO storage, Truck dock and stage (lift)
ACOUSTIC	
Musical/Acoustic activity	Nil.
Instruments	Nil.
Acoustic performance	Nil.
Acoustic Isolation	Nil.
ARCHITECTURAL	
FFE	NA
Built-in Joinery & Equipment	Likely to require shelving once storage inventory confirmed.
Flooring	Vinyl for storage
Wall Finishes	Plasterboard for storage. (Toughline) – Allow for insulation
Ceiling Finishes	Plasterboard for storage – allow for insulation
Windows & Day-lighting	No Windows to exterior.
Doors	Lockable for storage. One large roller door plus a standard single leaf 910mm doot.
HVAC	
Heating, Cooling & Ventilation	Temperature control(19°C-25°C) but no humidity control required. No occupation
Hydraulics	none
ELECTRICAL	
Lighting	General lighting.

Power	Allow for 4 x Outlets
DATA	
IT	Data: NA – NZSO to confirm
AV	none.
Security	NZSO to confirm. Keyed or swipe?
FIRE	
Finishes / systems	TBC
GENERAL NOTES	
Other Comments:	

## Room Data Sheet

a t h f i e l d  
a r c h i t e c t s  
l i m i t e d  
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a r c h i t e c t s  
l i m i t e d  
a t h f i e l d

NZSO Workshop	Room No. B.75 + B.76
DATE	14-11-17

ROOM DESCRIPTION	
Proprietorship & Use	NZSO
Description / Function	Workshop for infrequent repair of general equipment (not instruments) and general storage of equipment needing repair. Not occupied.
Location & floor level	Civic Square Basement
Area Achieved (m <sup>2</sup> )	25m <sup>2</sup> + 30m <sup>2</sup> TBC
Area Briefed (m <sup>2</sup> )	25m <sup>2</sup> + 30m <sup>2</sup>
Average Room Height	2.2m (TBC)
Existing comparison	NA
Occupancy	intermittent.
User groups	NZSO
Scheduling frequency	For storage
Adjacencies	Located next to NZSO storage, Truck dock and stage (lift)
ACOUSTIC	
Musical/Acoustic activity	NI.
Instruments	NI.
Acoustic performance	NI.
Acoustic Isolation	NI.
ARCHITECTURAL	
FFE	NA
Built-in Joinery & Equipment	Likely to require shelving once storage inventory confirmed.
Flooring	Vinyl for storage
Wall Finishes	Plasterboard for storage. (Toughine) or equivalent
Ceiling Finishes	Plasterboard for storage or equivalent.
Windows & Day-lighting	No Windows to exterior.
Doors	Lockable for storage. One large roller door plus a standard single leaf 910mm door.
HVAC	
Heating, Cooling & Ventilation	No temperature or humidity control required.
Hydraulics	none
ELECTRICAL	
Lighting	General lighting.

Power	4 x double Outlets to each space – one on each wall.
DATA	
IT	Data. NA – NZSO to confirm
AV	none.
Security	NZSO to confirm. Keyed or swipe?
FIRE	
Finishes / systems	TBC
GENERAL NOTES	
Other Comments:	

project no: 15-35  
Wellington Town Hall

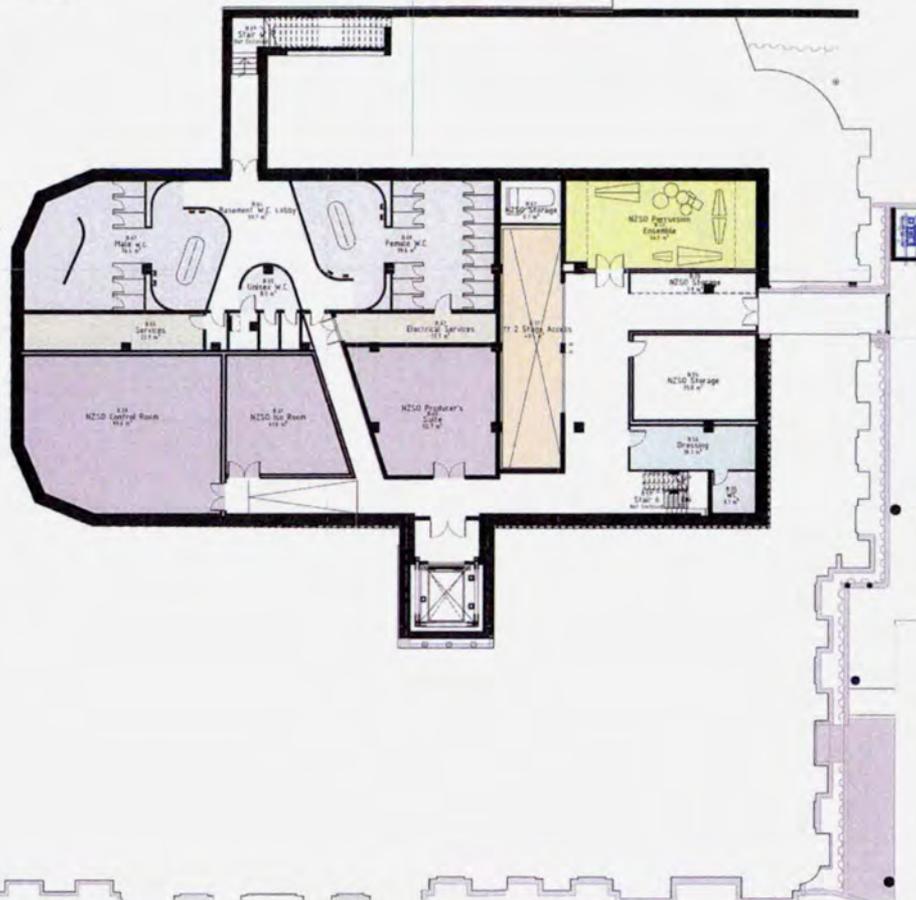
Room Data Sheet  
B.75 + B.76

# WTH FITOUT PLANS BASEMENT

15.35  
Wellington Town Hall Project  
Design Criteria  
14 November 2017

Section 06: Fitout Plans  
Page 06.1

1:200 @ A3







**Appendix 4: Standard of Care Covenant**

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This Deed is made on

- between (1) [Wellington City Council / Victoria University of Wellington / New Zealand Symphony Orchestra] (Beneficiary)
- and (2) [Consultant] (Consultant)

## Introduction

- A. The Beneficiary and [Wellington City Council / New Zealand Symphony Orchestra / Victoria University of Wellington] (Principal) together with [Wellington City Council / New Zealand Symphony Orchestra / Victoria University of Wellington] have entered an agreement entitled "Collaboration and Redevelopment Agreement relating to Wellington Town Hall" dated 21 March 2018 (Agreement).
- B. The Consultant has been appointed by the Principal to provide certain professional services described in Schedule 1 in connection with the Principal's interests under the Agreement (Services) pursuant to an agreement dated [•] (Consultant Engagement).
- C. The Consultant has agreed to enter into this Deed for the benefit of the Beneficiary.

## It is agreed

1. The Consultant undertakes to the Beneficiary that at all times when providing the Services (whether before, on or after the date of the Agreement) it has used, and will use, the degree of skill, care and diligence reasonably expected of a competent professional consultant holding itself out as providing services similar to the Services.
2. The parties acknowledge and agree that notwithstanding anything to the contrary in all or any of this Deed, the Agreement or the Consultant Engagement, as between the Principal, the Beneficiary, and the Consultant the maximum aggregate liability of the Consultant to the Principal and the Beneficiary, whether in contract or tort, is limited to \$[•].
3. On and from the date that the Consultant commences provision of the Services until the date that is 6 years after the date on which the Consultant ceases to provide the Services, the Consultant must effect and maintain a professional indemnity policy of insurance for an amount of not less than \$[•] (per claim and in the aggregate), and provide cover in respect of, and respond to, the Consultant's liability under this Deed. The Beneficiary may request that the Consultant provides a certificate of currency evidencing that the Consultant has effected and maintained a professional indemnity insurance policy as required. The Consultant shall provide the certificate of currency to the Beneficiary within 10 working days of any request.
4. No variation of the Consultant Engagement, the Agreement, or any construction contract shall vary or discharge the liability of the Consultant under this Deed.
5. Subject to the limitations on the Consultant's liability contained in this Deed, the rights and warranties contained in this deed are not in substitution of and are without prejudice to any of the Principal's or Beneficiary's rights under any contract or at law.
6. This Deed shall be governed by and construed in accordance with the laws of New Zealand and each of the parties submits to the non-exclusive jurisdiction of its courts.

## Execution

Executed as a deed.

[insert execution block]

Schedule 1

Services

[insert description]



**Appendix 5: Premises Plans**

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PREMISES PLANS  
NORTH BASEMENT

1:200 @ A3

15.35  
Wellington Town Hall Project  
07 March 2018

CRA Appendix 5: PREMISES PLANS  
Page 05.33

N/A

- Lifts & Stairs
- NZS1 Decking



a s h f i e l d  
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l i m i t e d  
a s h f i e l d  
a r c h i t e c t s  
l i m i t e d  
a s h f i e l d

120 APOKAI STREET  
NEWTON, AUCKLAND  
09 477 0000  
09 477 0001  
09 477 0002  
09 477 0003  
09 477 0004

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NBS1

N/A Schedule - North Basement		
Number	Name	Area
1	NZS1 Decking	101.27
6	Lifts & Stairs	101.00
Grand Total		202.27

1:200 SCALE - DIMENSIONS  
BASED ON THE PLAN  
BY 2018 1/2  
BY 2018 1/2  
BY 2018 1/2  
BY 2018 1/2



CONTRACT ENGINEER  
NBS1  
BY 2018 1/2  
BY 2018 1/2  
BY 2018 1/2

DATE DRAWN  
BY 2018 1/2  
BY 2018 1/2  
BY 2018 1/2

BY 2018 1/2





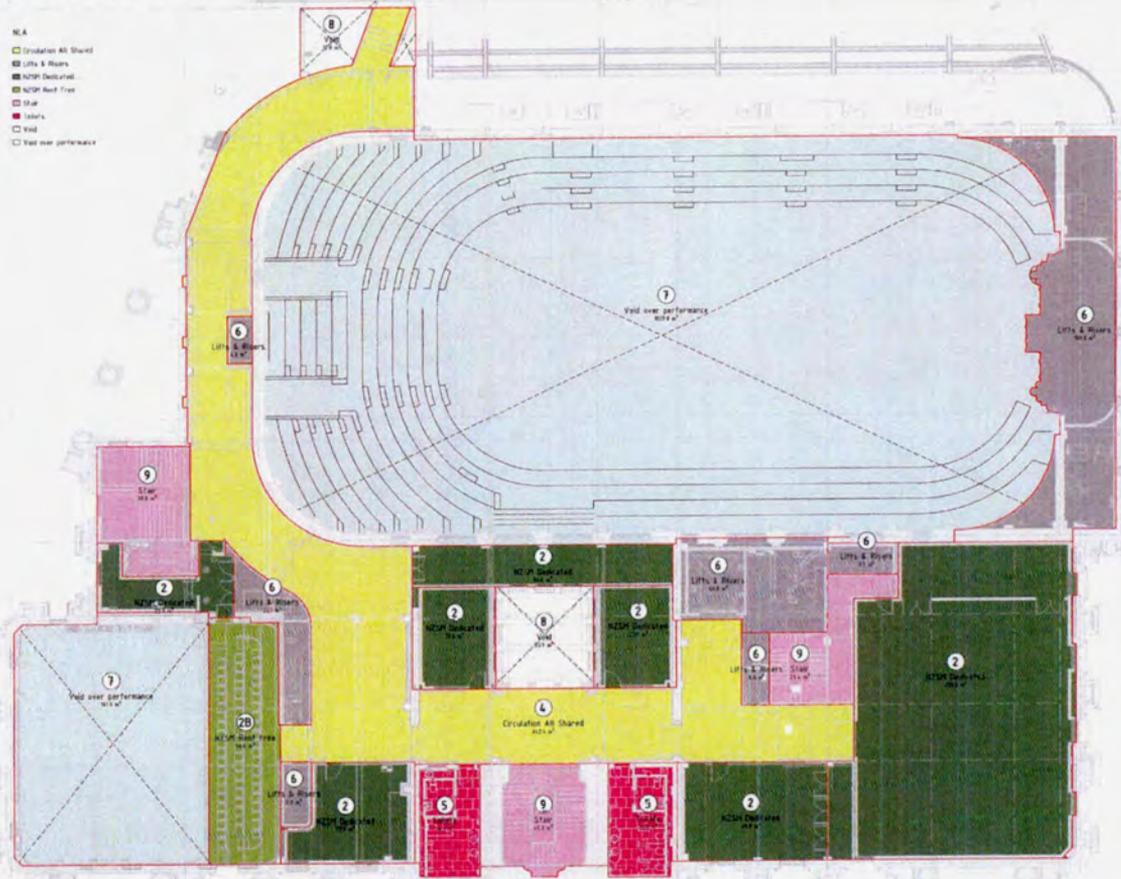
# PREMISES PLANS SECOND FLOOR

15.35  
Wellington Town Hall Project  
07 March 2018

CRA Appendix 5: PREMISES PLANS  
Page 05.36

1:200 @ A3

- NSA
- Circulation All Shared
  - Lifts & Rovers
  - NZP1 Disrupted
  - NZP1 Best Free
  - Stage
  - Stairs
  - Void
  - Void over performance



architects  
limited  
athfield  
architects  
limited  
athfield

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NSA

NSA Summary - Level 2		
Number	Name	Area
1	NZP1 Best Free	100.0 m <sup>2</sup>
2	NZP1 Disrupted	100.0 m <sup>2</sup>
3	Circulation All Shared	100.0 m <sup>2</sup>
4	Lifts & Rovers	100.0 m <sup>2</sup>
5	Void over performance	100.0 m <sup>2</sup>
6	Stage	100.0 m <sup>2</sup>
7	Void	100.0 m <sup>2</sup>
8	Stage	100.0 m <sup>2</sup>
Grand Total		1000.0 m <sup>2</sup>

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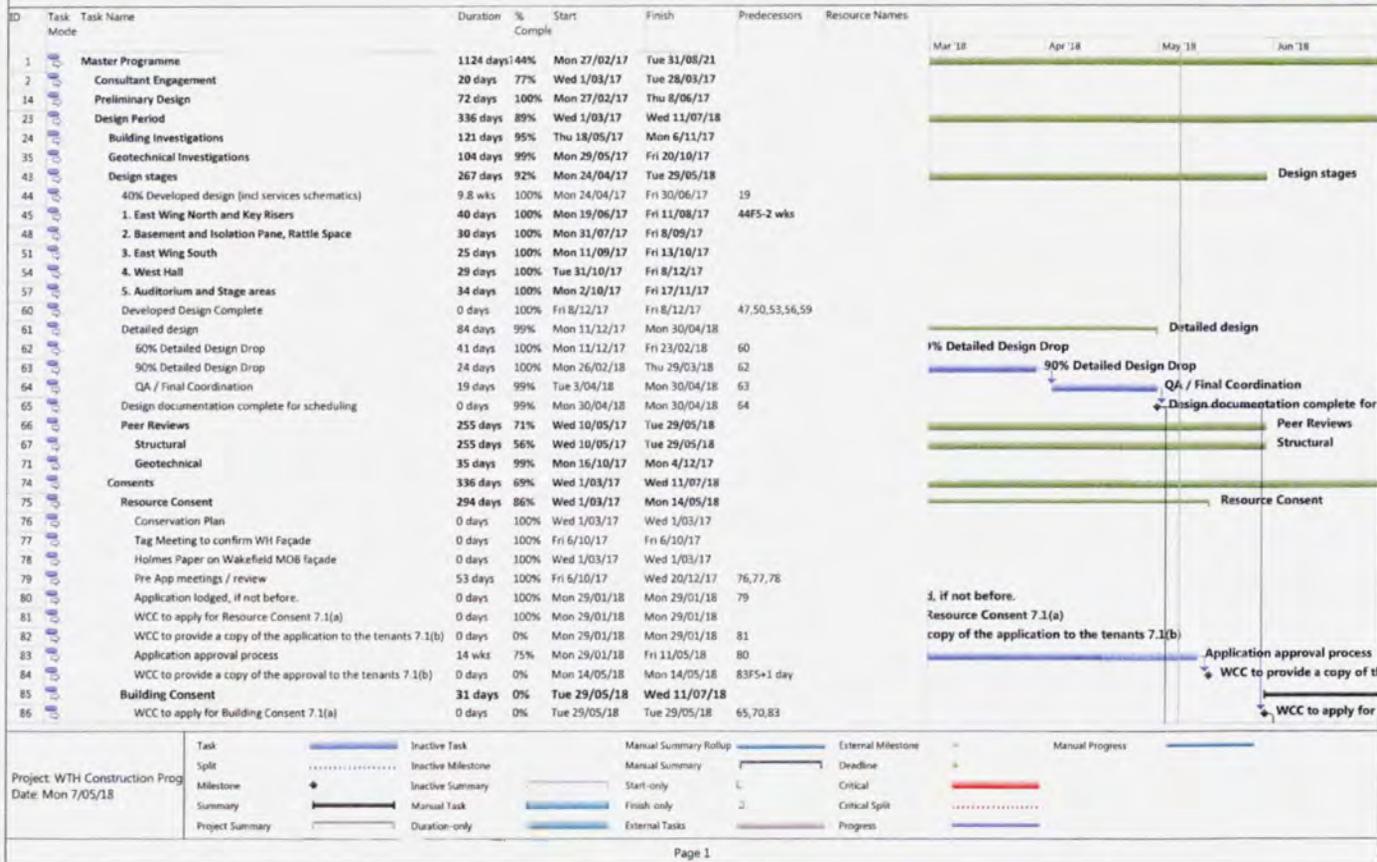
Wellington Town Hall (continued)  
15-35

Level 2 NSA Plan

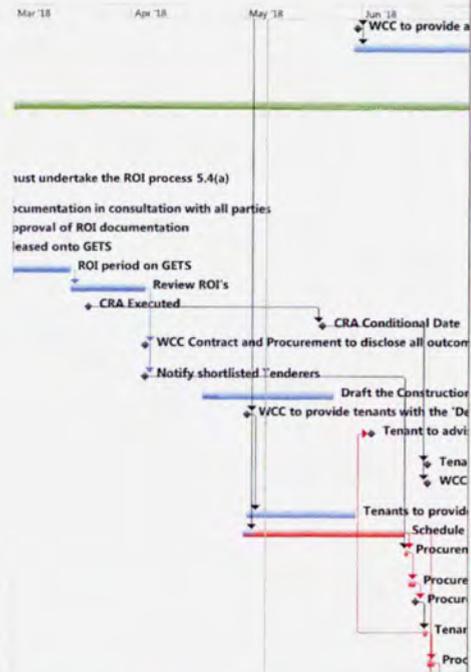


Appendix 6: Programme

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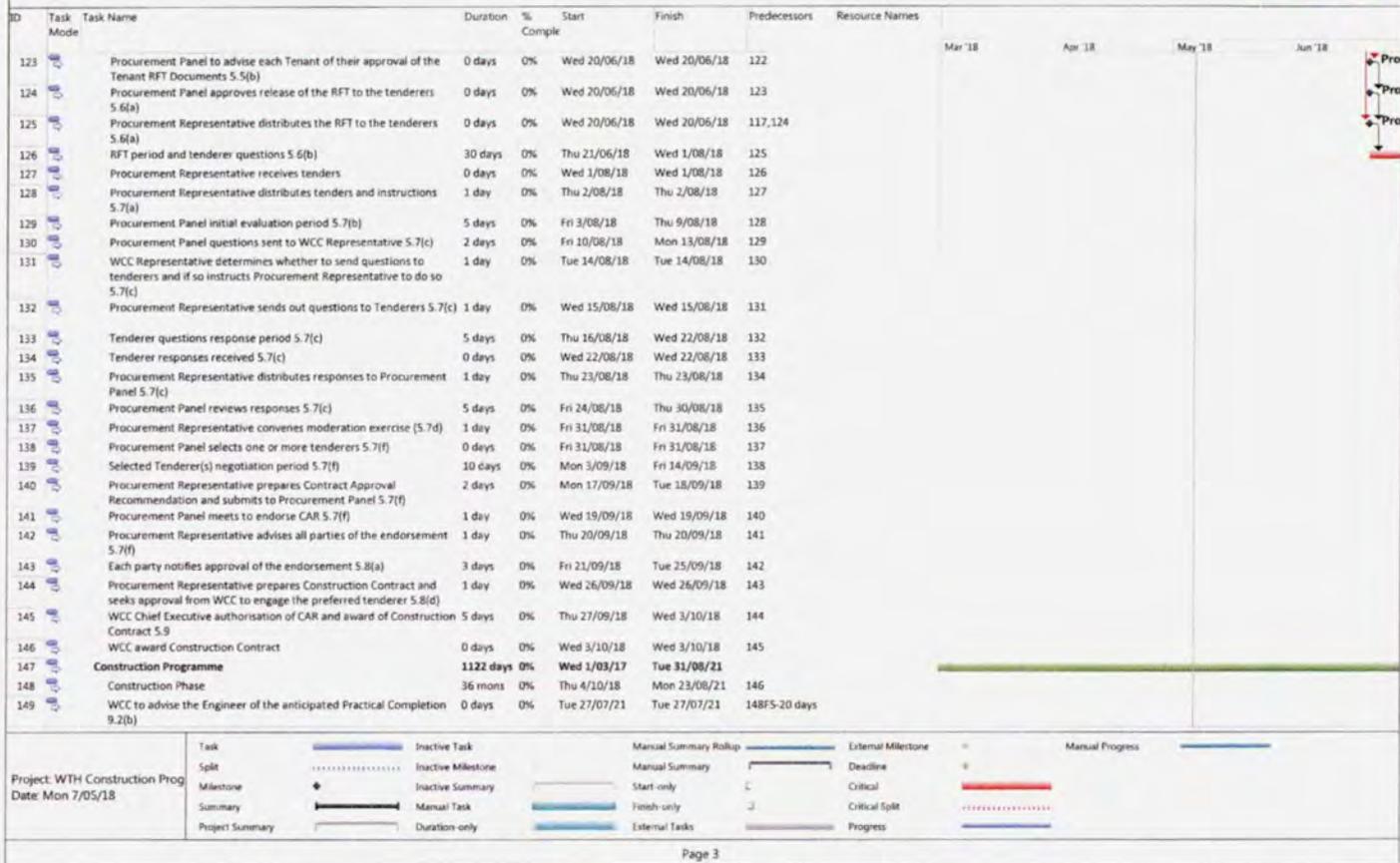


ID	Task Mode	Task Name	Duration	% Complete	Start	Finish	Predecessors	Resource Names
87		WCC to provide a copy of the application to the tenants 7.1(b)	0 days	0%	Wed 30/05/18	Wed 30/05/18	86FS+1 day	
88		Application approval process	30 days	0%	Wed 30/05/18	Tue 10/07/18	86	
89		WCC to provide a copy of the approval to the tenants 7.1(b)	0 days	0%	Wed 11/07/18	Wed 11/07/18	88FS+1 day	
90		<b>Cost Plan Reviews</b>	<b>158 days</b>	<b>100%</b>	<b>Fri 11/08/17</b>	<b>Mon 16/04/18</b>		
97		<b>Tender / Contract / Tenancy Agreement</b>	<b>269 days</b>	<b>43%</b>	<b>Mon 28/08/17</b>	<b>Wed 3/10/18</b>		
98		Agree tender strategy	4 wks	100%	Mon 28/08/17	Fri 22/09/17	22	
99		Notification of Procurement on GETS	0 days	100%	Fri 29/09/17	Fri 29/09/17		
100		Agree Tenders Panel for evaluation	3 wks	100%	Mon 13/11/17	Fri 1/12/17	98	
101		The 'WCC Contract and Procurement Representative' must undertake the ROI process 5.4(a)	0 days	100%	Mon 4/12/17	Mon 4/12/17	102SS	
102		Formulate ROI documentation in consultation with all parties	6 wks	100%	Mon 4/12/17	Wed 31/01/18	100	
103		WCC Approval of ROI documentation	10 days	100%	Thu 1/02/18	Thu 15/02/18	102	
104		ROI released onto GETS	0 days	100%	Thu 15/02/18	Thu 15/02/18	103	
105		ROI period on GETS	20 days	100%	Fri 16/02/18	Thu 15/03/18	104	
106		Review ROI's	12 days	100%	Fri 16/03/18	Wed 4/04/18	105	
107		CRA Executed	0 days	100%	Wed 21/03/18	Wed 21/03/18		
108		CRA Conditional Date	0 days	50%	Mon 21/05/18	Mon 21/05/18	107FS+40 days	
109		WCC Contract and Procurement to disclose all outcomes of the ROI to the Tenants	0 days	100%	Wed 4/04/18	Wed 4/04/18	106	
110		Notify shortlisted Tenderers	0 days	100%	Wed 4/04/18	Wed 4/04/18	106	
111		Draft the Construction Contract (3910)	23 days	10%	Fri 20/04/18	Thu 24/05/18		
112		WCC to provide tenants with the 'Detailed Design' package 3.2(b)	0 days	0%	Tue 1/05/18	Tue 1/05/18	65FS+1 day	
113		Tenant to advise WCC that they wish to engage a 'Separate Contractor for the fitout works 6.1(e)	0 days	0%	Mon 4/06/18	Mon 4/06/18	121SS+10 days	
114		Tenant to provide listed consultants 'care of covenant' 2.5(a)(i)	0 days	0%	Mon 18/06/18	Mon 18/06/18	108FS+20 days	
115		WCC to provide tenants with listed consultants 'care of covenant' 2.5(b)(i)	0 days	0%	Mon 18/06/18	Mon 18/06/18	108FS+20 days	
116		Tenants to provide approval of the 'Detailed Design' package 3.29(c)	20 days	0%	Wed 2/05/18	Wed 30/05/18	112	
117		Schedule of Quantities development	6 wks	10%	Tue 1/05/18	Tue 12/06/18	65	
118		Procurement Representative submits WCC RFT Documents to Procurement Panel 5.4(a)	1 day	0%	Wed 13/06/18	Wed 13/06/18	117,110	
119		Procurement Panel to review WCC RFT Documents 5.4(b)	2 days	0%	Thu 14/06/18	Fri 15/06/18	118	
120		Procurement Panel to advise Procurement Representative of their approval of WCC RFT Documents 5.4(b)	0 days	0%	Fri 15/06/18	Fri 15/06/18	119	
121		Tenant(s) to submit Tenant RFT Documents to the Procurement Panel 5.5(a)	1 day	0%	Mon 18/06/18	Mon 18/06/18	120	
122		Procurement Panel to review Tenant RFT Documents 5.5(b)	2 days	0%	Tue 19/06/18	Wed 20/06/18	121	



Project: WTH Construction Prog  
Date: Mon 7/05/18

Task		Inactive Task	Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone	Manual Summary		Deadline			
Milestone		Inactive Summary	Start-only		Critical			
Summary		Manual Task	Finish-only		Critical Split			
Project Summary		Duration-only	External Tasks		Progress			



ID	Task Mode	Task Name	Duration	% Complete	Start	Finish	Predecessors	Resource Names
150		Engineer to give notice to all parties that the Practical Completion application has been received 9.4(a)(i)	0 days	0%	Mon 23/08/21	Mon 23/08/21	148	
151		The Engineer will inspect the Contract works and , if required, in attendance with the parties 9.4(a)(ii)(A)	0 days	0%	Tue 24/08/21	Tue 24/08/21	150FS+1 day	
152		The Engineer will consult, as necessary, with other parties to determine if Practical Completion has been achieved 9.4(a)(ii)(B)	5 days	0%	Wed 25/08/21	Tue 31/08/21	151	
153		The Engineer will notify all parties whether or not Practical Completion has been achieved 9.4(a)(ii)(C)	0 days	0%	Tue 31/08/21	Tue 31/08/21	152	
154		The Engineer will issue a Practical Completion Certificate to all parties 0 days confirming the date Practical Completion has been achieved 9.4(b)(i)	0 days	0%	Tue 31/08/21	Tue 31/08/21	153SS	
155		Organ Re-build Period	3 mons	0%	Wed 1/03/17	Tue 23/05/17		
156		<b>Tenant integration (earliest opportunity)</b>	<b>261 days?</b>	<b>0%</b>	<b>Mon 17/12/18</b>	<b>Mon 27/01/20</b>		
157		Tenant Preliminary Design	4 wks	0%	Mon 17/12/18	Wed 30/01/19	160SF	
158		Tenants issue 'Preliminary Design' package for WCC approval 4.2(b)(i)	0 days	0%	Wed 30/01/19	Wed 30/01/19	157	
159		WCC approve the Tenants 'Preliminary Design' package 4.2(c)	0 days	0%	Wed 13/02/19	Wed 13/02/19	158FS+10 days	
160		Tenant Developed Design	5 wks	0%	Wed 30/01/19	Thu 7/03/19	163SF	
161		Tenants issue 'Developed Design' package for WCC approval 4.2(b)(ii)	0 days	0%	Thu 7/03/19	Thu 7/03/19	160	
162		WCC approve the Tenants 'Developed Design' package 4.2(c)	0 days	0%	Wed 20/03/19	Wed 20/03/19	161FS+10 days	
163		Tenant Detailed Design	4 wks	0%	Thu 7/03/19	Mon 8/04/19	166SF	
164		Tenants issue 'Detailed Design' package for WCC approval 4.2(b)(iii)	0 days	0%	Mon 8/04/19	Mon 8/04/19	163	
165		WCC approve the Tenants 'Detailed Design' package 4.2(c)	0 days	0%	Fri 19/04/19	Fri 19/04/19	164FS+10 days	
166		Tenants prepare Fitout Pricing documentation	4 wks	0%	Mon 8/04/19	Wed 8/05/19	168SF	
167		QS prepares SoQ (if req'd by tenant)	4 wks	0%	Mon 8/04/19	Wed 8/05/19	168SF	
168		WCC to issue Tenant Fitout Works VPR to the Main Contractor 6.2(a)	0 days	0%	Wed 8/05/19	Wed 8/05/19	169SF	
169		Contractor pricing period	6 wks	0%	Wed 8/05/19	Wed 19/06/19	170SF	
170		WCC to receive Pricing and updated programme for the Tenant Fitout works 6.2(b)	0 days	0%	Wed 19/06/19	Wed 19/06/19	171SF	
171		Each tenant to review the Contractors reponse and compile any questions in relation to the response 6.2(c)	5 days	0%	Wed 19/06/19	Wed 26/06/19	172SF	
172		The WCC Representative to issue the questions to the Contractor 6.2(c)	0 days	0%	Wed 26/06/19	Wed 26/06/19	173SF	
173		The WCC must ensure the Contractor provides a timely response to the questions submitted by the WCC Representative 6.2(d)	5 days	0%	Wed 26/06/19	Wed 3/07/19	174SF	
174		The WCC Representative , if required, to arrange a meeting to agree the price and programme adjustment 6.2(e)	5 days	0%	Wed 3/07/19	Wed 10/07/19	175SF	

Project: WTH Construction Prog  
Date: Mon 7/05/18

Task		Inactive Task	Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone	Manual Summary		Deadline			
Milestone		Inactive Summary	Start only		Critical			
Summary		Manual Task	Finish only		Critical Split			
Project Summary		Duration only	External Tasks		Progress			

ID	Task Mode	Task Name	Duration	% Complete	Start	Finish	Predecessors	Resource Names
175		WCC and Tenant to advise if each party approves the adjustment to the Construction Programme 6.3(a)	0 days	0%	Wed 10/07/19	Wed 10/07/19	1765F	
176		The relevant Tenant to advise WCC if it approves the Tenant Construction Cost 6.3(b)	0 days	0%	Wed 10/07/19	Wed 10/07/19	1775F	
177		The WCC to provide the Tenant Fitout Works Variation Order to the Contractor 6.4	1 day?	0%	Wed 10/07/19	Thu 11/07/19	1785F	
178		Tenant to advise WCC that they wish to engage a 'Separate Contractor for the fitout works 6.3(e)(iv)	0 days	0%	Thu 11/07/19	Thu 11/07/19	1795F	
179		Float for Tenant to engage a Separate Contractor should this be required	18 wks	0%	Thu 11/07/19	Fri 15/11/19	1805F	
180		WCC issues a Variation Order to the Main Contractor to carry out Tenant fitout works 6.2	0 days	0%	Fri 15/11/19	Fri 15/11/19	1815F	
181		Lead-in period for mobilisation / materials	8 wks	0%	Fri 15/11/19	Mon 27/01/20	1825F	
182		WCC ensures that Tenant Fitout Works Separate Contractor has access to the site for their works 7.7	0 days	0%	Mon 27/01/20	Mon 27/01/20		

Project: WTH Construction Prog  
Date: Mon 7/05/18

Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			

Jun '18 Jul '18 Aug '18 Sep '18 Oct '18 Nov '18 Dec '18 Jan '19 Feb '19 Mar '19 Apr '19 May '19

Design Period

Design stages

ation  
 ation complete for scheduling  
 Peer Reviews  
 Structural

Consents

e Consent

n approval process  
 provide a copy of the approval to the tenants 7.1(b)  
 Building Consent  
 WCC to apply for Building Consent 7.1(a)

Project: WTH Construction Prog Date: Mon 7/05/18	Task		Inactive Task	Manual Summary Rollup		External Milestone		Manual Progress	
	Split		Inactive Milestone	Manual Summary		Deadline			
	Milestone		Inactive Summary	Start only		Critical			
	Summary		Manual Task	First-only		Critical Split			
	Project Summary		Duration only	External Tasks		Progress			

Jun '18 Jul '18 Aug '18 Sep '18 Oct '18 Nov '18 Dec '18 Jan '19 Feb '19 Mar '19 Apr '19 May '19

WCC to provide a copy of the application to the tenants 7.1(b)

Application approval process

WCC to provide a copy of the approval to the tenants: 7.1(b)

Tender / Contract / Tenancy Agreement

Conditional Date

disclose all outcomes of the ROI to the Tenants

draft the Construction Contract (3910)

tenants with the 'Detailed Design' package. 3.2(b)

Tenant to advise WCC that they wish to engage a 'Separate Contractor for the fitout works 6.1(e)

Tenant to provide listed consultants 'care of covenant' 2.5(a)(i)

WCC to provide tenants with listed consultants 'care of covenant' 2.5(b)(i)

Tenants to provide approval of the 'Detailed Design' package 3.29(c)

Schedule of Quantities development

Procurement Representative submits WCC RFT Documents to Procurement Panel 5.4(a)

Procurement Panel to review WCC RFT Documents 5.4(b)

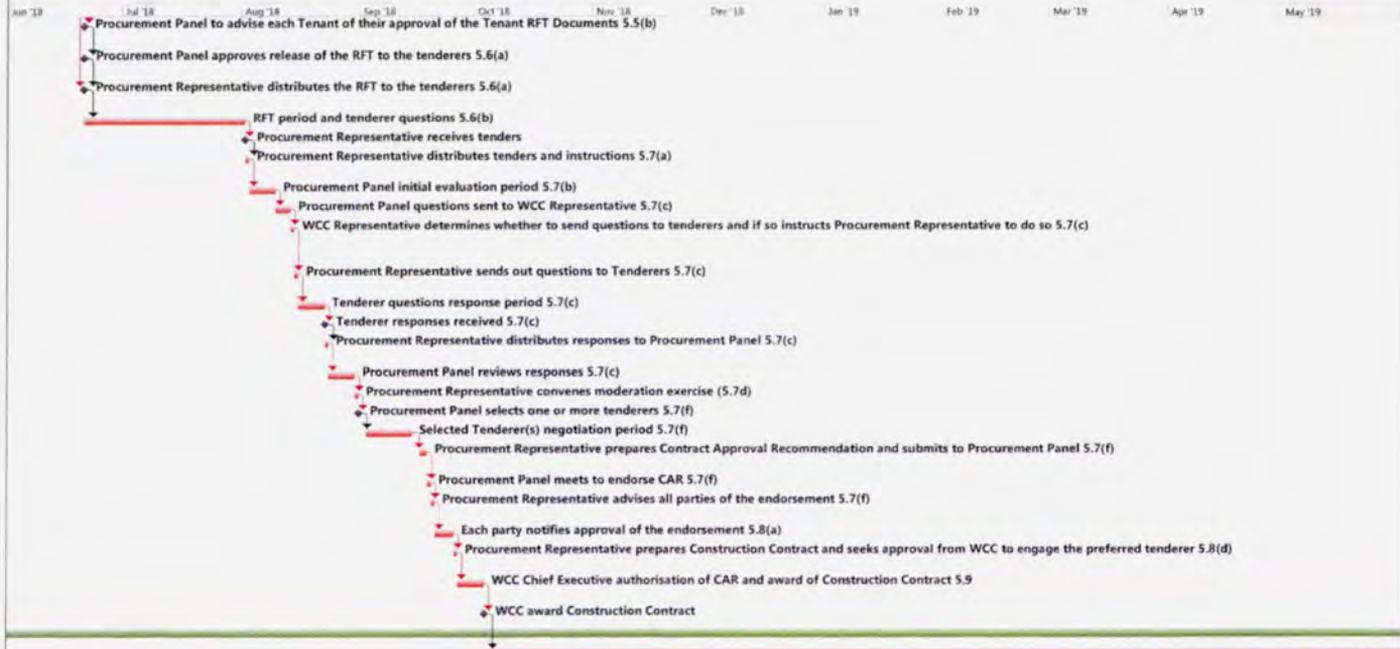
Procurement Panel to advise Procurement Representative of their approval of WCC RFT Documents 5.4(b)

Tenant(s) to submit Tenant RFT Documents to the Procurement Panel 5.5(a)

Procurement Panel to review Tenant RFT Documents 5.5(b)

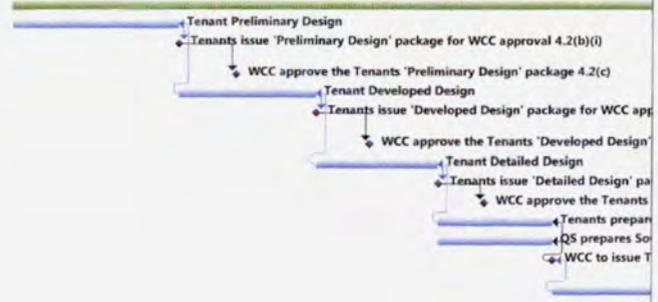
Project: WTH Construction Prog  
Date: Mon 7/05/18

Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
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Project: WTH Construction Prog Date: Mon 7/05/18	Task		Inactive Task	Manual Summary Rollup		External Milestone		Manual Progress	
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Project: WTH Construction Prog  
Date: Mon 7/05/18

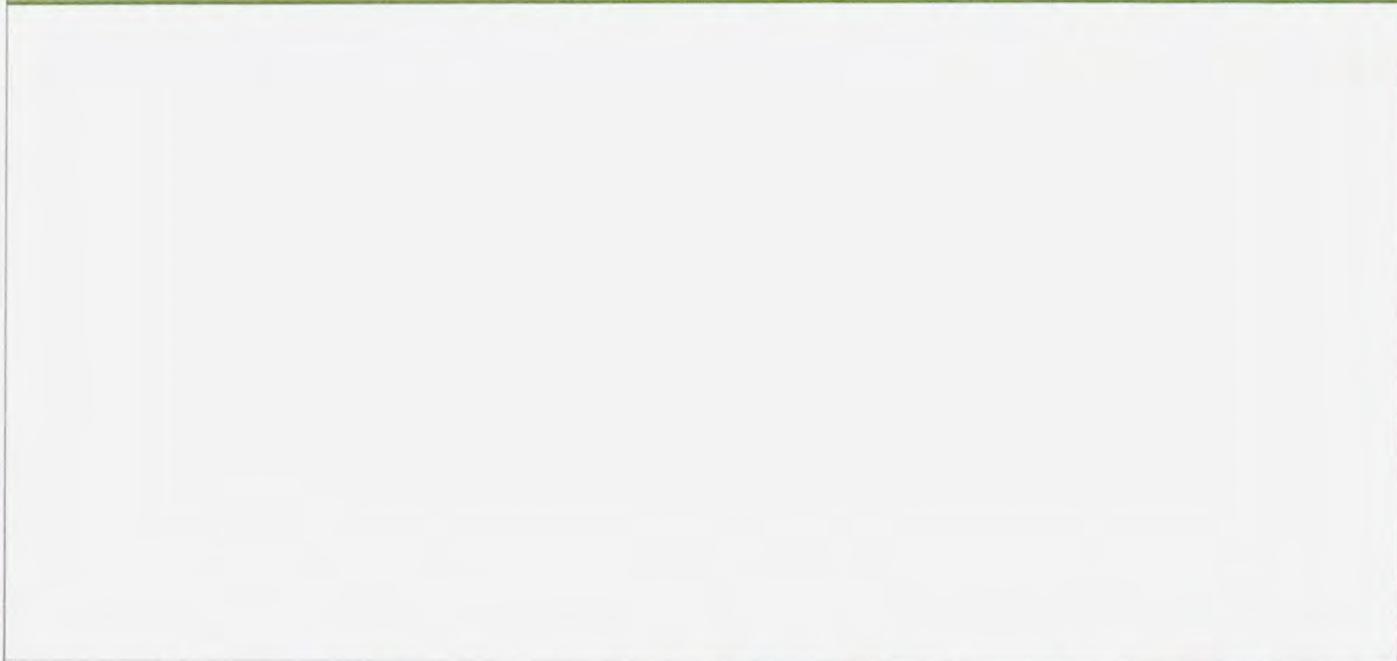
Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
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Jun 19 Jul 19 Aug 19 Sep 19 Oct 19 Nov 19 Dec 19 Jan 20 Feb 20 Mar 20 Apr 20 May 20



Project: WTH Construction Prog  
Date: Mon 7/05/18

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Jun '19 Jul '19 Aug '19 Sep '19 Oct '19 Nov '19 Dec '19 Jan '20 Feb '20 Mar '20 Apr '20 May '20

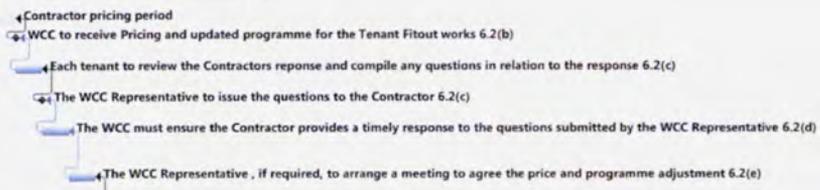
Project: WTH Construction Prog  
Date: Mon 7/05/18

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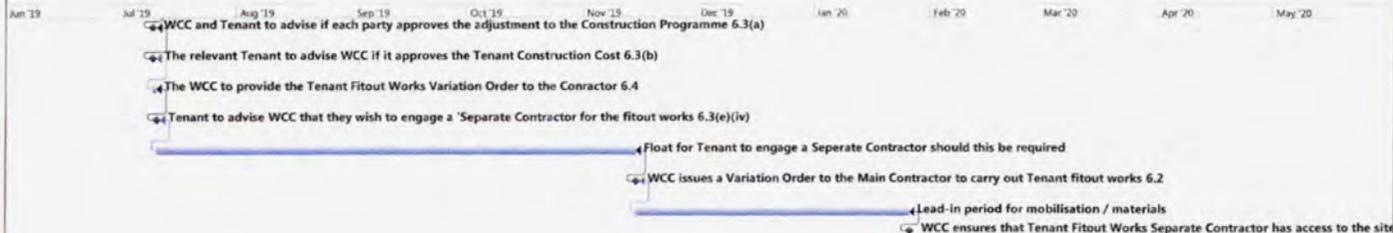
Tenant Integration (earliest opportunity)

approval 4.2(b)(ii)  
 n' package 4.2(c)  
 package for WCC approval 4.2(b)(iii)  
 ts 'Detailed Design' package 4.2(c)  
 are Fitout Pricing documentation  
 SoQ (if req'd by tenant)  
 Tenant Fitout Works VPR to the Main Contractor 6.2(a)



Project: WTH Construction Prog  
 Date: Mon 7/05/18

Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
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Appendix 7: Lease

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# DEED OF LEASE

SIXTH EDITION 2012 (4)

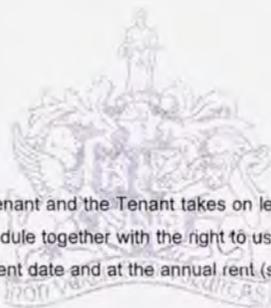
**GENERAL** address of the premises:  
Wellington Town Hall, 109 Wakefield Street, Wellington

**DATE:**

**LANDLORD:**  
Wellington City Council

**TENANT:**  
[Victoria University of Wellington]  
[New Zealand Symphony Orchestra]

**GUARANTOR:**



**THE LANDLORD** leases to the Tenant and the Tenant takes on lease the premises and the car parks (if any) described in the First Schedule together with the right to use the common areas of the property for the term from the commencement date and at the annual rent (subject to review if applicable) as set out in the First Schedule.

**THE LANDLORD AND TENANT** covenant as set out in the First, Second and Third Schedules.

**THE GUARANTOR** covenants with the Landlord as set out in the Fourth Schedule.

**SIGNED by the Landlord \***

in the presence of:

\_\_\_\_\_  
Witness Signature\_\_\_\_\_  
Witness Name\_\_\_\_\_  
Witness Occupation\_\_\_\_\_  
Witness Address\_\_\_\_\_  
Signature of Landlord\_\_\_\_\_  
Print Full Name  
(for a company specify position:  
Director/Attorney/Authorised Signatory)\_\_\_\_\_  
Signature of Landlord\_\_\_\_\_  
Print Full Name  
(for a company specify position:  
Director/Attorney/Authorised Signatory)**SIGNED by the Tenant \***

in the presence of:

\_\_\_\_\_  
Witness Signature\_\_\_\_\_  
Witness Name\_\_\_\_\_  
Witness Occupation\_\_\_\_\_  
Witness Address\_\_\_\_\_  
Signature of Tenant\_\_\_\_\_  
Print Full Name  
(for a company specify position:  
Director/Attorney/Authorised Signatory)\_\_\_\_\_  
Signature of Tenant\_\_\_\_\_  
Print Full Name  
(for a company specify position:  
Director/Attorney/Authorised Signatory)

\* If appropriate, add:

"by its director(s)" OR "by its duly appointed attorney"

**Note:** Signing by a company - please refer to the note on page

**SIGNED** by the Guarantor \*

in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Occupation

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Print Full Name  
(for a company specify position:  
Director/Attorney/Authorised Signatory)

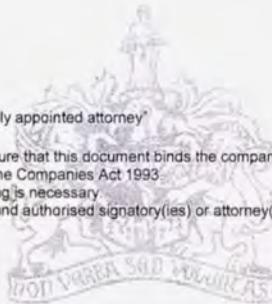
\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Print Full Name  
(for a company specify position:  
Director/Attorney/Authorised Signatory)

\* If appropriate, add:

"by its director(s)" OR "by its duly appointed attorney"

**Note: Signing by a company** – to ensure that this document binds the company as a deed, it must be signed in accordance with section 180 of the Companies Act 1993.  
If two directors sign, no witnessing is necessary.  
If only one director or a director and authorised signatory(ies) or attorney(ies) sign, signatures must be witnessed.



## FIRST SCHEDULE

DRAFT

1. **PREMISES:** [•]
2. **CARPARKS:** [•]
3. **TERM:** 25 years
4. **COMMENCEMENT DATE:** [•]
5. **RIGHTS OF RENEWAL:** 1 right of renewal of 10 years less one day
6. **RENEWAL DATES:** [•]
7. **FINAL EXPIRY DATE:** [•]
8. **ANNUAL RENT:** See the Eighth Schedule  
(Subject to review if applicable)
9. **MONTHLY RENT:** See the Eighth Schedule
10. **RENT PAYMENT DATES:** The 1<sup>st</sup> day of each month, commencing on the 1<sup>st</sup> day of [•] 20[•]
11. **RENT REVIEW DATES:**
1. *Market rent review dates:* on the Renewal Date
  2. *Fixed rent review dates:* annually, on the anniversary of the Commencement Date (excluding the Renewal Date)
12. **DEFAULT INTEREST RATE:** 3 % per annum above the Landlord's main trading bank's base lending rate at the time of the default  
(Subclause 5.1)
13. **BUSINESS USE:** [•]  
(Subclause 16.1)
14. **LANDLORD'S INSURANCE:** (1) cover for the building against damage and destruction by fire, flood, explosion, lightning, storm, earthquake, and volcanic activity, on the following basis:  
(a) Full replacement and reinstatement (including loss damage or destruction of windows and other glass),  
(b) ~~Indemnity to full insurable value (including loss damage or destruction of windows and other glass).~~
- OR
- (2) Cover for the following additional risks:  
(a) ~~(i) 12 months~~

(Delete option (i) and complete option (ii) if required. If option (i) is not deleted and

option (ii) is completed then option (ii) applies)

OR

(ii) 24 months

indemnity in respect of consequential loss of rent and outgoings

(b) Loss damage or destruction of any of the Landlord's fixtures fittings and chattels

(c) Public liability

15. **NO ACCESS PERIOD:**

(1) 9 months

(Subclause 27.6)

OR

(Delete option (1) and complete option (2) if required. If option (1) is not deleted and option (2) is completed then option (2) applies)

~~(2) 6 months~~

16. **TENANT'S PUBLIC LIABILITY INSURANCE**

[•]

(Subclause 23.4(a)(i))

DRAFT

## SECOND SCHEDULE

### TENANT'S PAYMENTS

#### Rent

- 1.1 The Tenant shall pay the annual rent by equal monthly payments in advance (or as varied pursuant to any rent review) on the rent payment dates. The first monthly payment (together with rent calculated on a daily basis for any period from the commencement date of the term to the first rent payment date) shall be payable on the first rent payment date. All rent shall be paid without any deductions or set-off by direct payment to the Landlord or as the Landlord may direct, except where otherwise provided in this lease.

#### Market Rent Review 2.1 and 2.3 - 2.6 See Further Terms

- 2.4 The annual rent payable as from each market rent review date (except for a market rent review date that is a renewal date) shall be determined as follows:
- Either party may not earlier than 9 months prior to a market rent review date and not later than the next rent review date (regardless of whether the next rent review date is a market or GPI rent review date) give written notice to the other party specifying the annual rent proposed as the current market rent as at the relevant market rent review date;
  - If the party receiving the notice (the Recipient) gives written notice to the party giving the notice (the Initiator) within 20 working days after service of the Initiator's notice disputing the annual rent proposed and specifying the annual rent proposed by the Recipient as the current market rent, then the new rent shall be determined in accordance with subclause 2.5;
  - If the Recipient fails to give such notice (time being of the essence) the Recipient shall be deemed to have accepted the annual rent specified in the Initiator's notice and the extension of time for commencing arbitration proceedings contained in the Arbitration Act 1996 shall not apply;
  - Notwithstanding any other provision of this clause, the annual rent payable as from the relevant market rent review date shall not be less than the annual rent payable as at the commencement date of the then current lease term;
  - The annual rent agreed, determined or imposed pursuant to subclause 2.4 shall be the annual rent payable as from the relevant market rent review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant market rent review date but subject to subclause 2.3 and 2.4;
  - The market rent review at the option of either party may be recorded in a deed.

#### Rent Determinations \* being the current market rental value of the premises, the car parks, and the Licenced Area,

- 2.2 Immediately following service of the Recipient's notice on the Initiator, the parties shall endeavour to agree upon the current market rent, but if agreement is not reached within 10 working days then the new rent may be determined either:

- By one party giving written notice to the other requiring the new rent to be determined by arbitration; or
- If the parties so agree by registered valuers acting as experts and not as arbitrators as follows:
  - Each party shall appoint a valuer and give written notice of the appointment to the other party within 20 working days of the parties agreeing to so determine the new rent. *See Further Terms*
  - If the party receiving a notice fails to appoint a valuer within the 20 working day period then the valuer appointed by the other party shall determine the new rent and such determination shall be binding on both parties.
  - The valuers appointed before commencing their determination shall appoint a third expert who need not be a registered valuer. If the parties cannot agree on the third expert, the appointment shall be made on the application of either party by the president or vice president for the time being of The New Zealand Institute of Valuers.
  - The valuers appointed by the parties shall determine the current market rent of the premises but if they fail to agree then the rent shall be determined by the third expert *the car parks, and the Licenced Area*
  - Each party shall be given the opportunity to make written or oral representations subject to such reasonable time and other limits as the valuers or the third expert may prescribe and they shall have regard to any of the representations but not be bound by them.
  - The parties shall jointly and severally indemnify the third expert for their costs. As between the parties, they will share the costs equally. A party may pay the other party's share of the costs and recover the payment on demand from the other party.
  - If the parties agree, they may release the third expert from liability for negligence in acting as third expert in accordance with this subclause 2.2.

When the new rent has been determined the person or persons determining it shall give written notice of it to the parties. The notice shall provide as to how the costs of the determination shall be borne and it shall be binding on the parties.

#### Interim Market Rent

- 2.3 Pending determination of the new rent, the Tenant shall from the relevant market rent review date, or the date of service of the Initiator's notice if the notice is served later than 3 months after the relevant market rent review date, until the determination of the new rent pay an interim rent as follows:
- If both parties supply a registered valuer's certificate substantiating the new rents proposed, the interim rent payable shall be half way between the new rents proposed by the parties; or
  - If only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or
  - If no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant market rent review date; but in no circumstances shall the interim rent be less than the rent payable as at the commencement date of the then current lease term.
- The interim rent shall be payable with effect from the relevant market rent review date, or the date of service of the Initiator's notice if the notice is served later than 3 months after the relevant market rent review date and, subject to subclause 2.4, shall not be subject to adjustment.
- 2.4 Upon determination of the new rent, any overpayment shall be applied in payment of the next month's rent and any amount then remaining shall immediately be refunded to the Tenant. Any shortfall in payment shall immediately be payable by the Tenant.

**GPI Rent Review**

- 2.5 The annual rent payable from each GPI rent review date shall be determined as follows:
- (a) The Landlord shall adjust the annual rent on the basis of increases (and not decreases) in the GPI by giving notice to the Tenant of the increase (if any) using the formula:
- $$A = B \times (G + D)$$
- Where:
- A — the GPI reviewed rent from the relevant GPI rent review date
- B — the annual rent payable immediately before the relevant GPI rent review date
- G — GPI for the quarter year ending immediately before the relevant GPI rent review date
- D — GPI for the quarter year ending immediately before the last rent review date or if there is no previous rent review date, the commencement date of the then current term of the lease (and in the case where A is the GPI reviewed rent for a renewal date then the last rent review date of the immediate preceding lease term or if there is no rent review date the commencement date of the preceding term)
- where (G + D) shall not be less than 1.
- (b) if the GPI is discontinued and not replaced, or if there is a material change to the basis of calculation of the GPI, or a resetting of the GPI, an appropriate index which reflects the change in the cost of living in New Zealand as agreed by the parties and failing agreement to be determined by an expert appointed by the president or vice president of the New Zealand Law Society will be used.
- (c) if the relevant GPI is not published at the relevant GPI rent review date, as soon as the GPI is published an appropriate adjustment will be made to the rent (if necessary) with effect from the relevant GPI rent review date.
- (d) Notwithstanding any other provision of subclause 2.5, the annual rent payable as from the relevant GPI rent review date shall not be less than the annual rent payable immediately preceding the GPI rent review date (and in the case where the relevant GPI rent review date is a renewal date, the annual rent payable at the expiry of the preceding term).
- 2.6 The new rent determined pursuant to subclause 2.5 shall be payable from the relevant GPI rent review date once it is determined by the Landlord giving notice under that subclause. Pending determination of the new rent, the Tenant will pay the rent that applies prior to the GPI rent review date. On determination of the new rent, the Tenant will immediately pay any shortfall to the Landlord.

**Outgoings 3.1 - 3.7 - See Further Terms**

- 3.1 The Tenant shall pay the outgoings properly and reasonably incurred in respect of the property which are specified in the First Schedule. Where any outgoing is not separately assessed or levied in respect of the premises then the Tenant shall pay such proportion of it as is specified in the First Schedule or if no proportion is specified then such fair proportion as shall be agreed or failing agreement determined by arbitration.
- 3.2 The Landlord shall vary the proportion of any outgoing payable to ensure that the Tenant pays a fair proportion of the outgoing.
- 3.3 If any outgoing is rendered necessary by another tenant of the property or that tenant's employees, contractors or invitees causing damage to the property or by another tenant failing to comply with that tenant's leasing obligations, then that outgoing shall not be payable by the Tenant.
- 3.4 The outgoings shall be apportioned between the Landlord and the Tenant in respect of periods current at the commencement and termination of the term.
- 3.5 The outgoings shall be payable on demand or if required by the Landlord by monthly instalments on each rent payment date of a reasonable amount as the Landlord shall determine calculated on an annual basis. Where any outgoing has not been taken into account in determining the monthly instalments it shall be payable on demand.
- 3.6 After the 31st March in each year of the term or other date in each year as the Landlord may specify, and after the end of the term, the Landlord shall supply to the Tenant reasonable details of the actual outgoings for the year or period then ended. Any over-payment shall be credited or refunded to the Tenant and any deficiency shall be payable to the Landlord on demand.
- 3.7 Any profit derived by the Landlord and if a company by its shareholders either directly or indirectly from the management of the property shall not comprise part of the management expenses payable as an outgoing.

**Goods and Services Tax**

- 4.1 The Tenant shall pay to the Landlord or as the Landlord shall direct the GST payable by the Landlord in respect of the rental and other payments payable by the Tenant under this lease. The GST in respect of the rental shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payment shall be payable upon demand.
- 4.2 If the Tenant shall make default in payment of the rental or other moneys payable under this lease and the Landlord becomes liable to pay Default GST then the Tenant shall on demand pay to the Landlord the Default GST in addition to interest payable on the unpaid GST under subclause 5.1.

**Interest on Unpaid Money**

- 5.1 If the Tenant defaults in payment of the rent or other moneys payable under this lease for 10 working days then the Tenant shall pay on demand interest at the default interest rate on the moneys unpaid from the due date for payment to the date of payment.
- 5.2 Unless a contrary intention appears on the front page or elsewhere in this lease the default interest rate is equivalent to the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the default interest is payable, plus 5 per cent per annum.

**Costs**

- 6.1 Each party will pay their own costs of the negotiation and preparation of this lease and any deed recording a rent review or renewal. The Tenant shall pay the Landlord's reasonable costs incurred in considering any request by the Tenant for the Landlord's consent to any matter contemplated by this lease, and the Landlord's legal costs (as between lawyer and client) and incidental to the enforcement of the Landlord's rights remedies and powers under this lease. **The Landlord shall pay the Tenant's or attempted enforcement reasonable legal costs (as between lawyer and client) and incidental to the enforcement or attempted enforcement of the Tenant's rights, remedies and powers under this lease where the Landlord is in default.**

**LANDLORD'S PAYMENTS****Outgoings**

- 7.1 Subject to the Tenant's compliance with the provisions of clause 3 the Landlord shall pay all outgoings in respect of the property not payable by the Tenant direct. The Landlord shall be under no obligation to minimise any liability by paying any outgoing or tax prior to receiving payment from the Tenant.

**MAINTENANCE AND CARE OF PREMISES** \* including building services (provided that the Tenant first obtains the Landlord's approval to such make good works and the make good works do not adversely affect the Landlord's ability to ensure the building services comply with the Building Performance Criteria and do not void any guarantees, warranties or maintenance contract in respect of those building services which have previously been notified to the Tenant)

**Tenant's Obligations**

8.1 The Tenant shall be responsible to:

(a) **Maintain the premises**

In a proper and workmanlike manner and to the reasonable requirements of the Landlord keep and maintain the interior of the premises in the same clean order repair and condition as they were in at the commencement date of this lease (or where the lease is renewed, the commencement date of the initial term of this lease) and will at the end or earlier determination of the term quietly yield up the same in the like clean order repair and condition. The premises condition report (if completed) shall be evidence of the condition of the premises at the commencement date of this lease. In each case the Tenant shall not be liable for fair wear and tear arising from reasonable use.

(b) **Breakages and minor replacements**

Repair or replace glass breakages with glass of the same or better weight and quality, repair breakage or damage to all doors windows light fittings and power points of the premises and replace light bulbs, tubes and power points that wear out with items of the same or better quality and specification.

(c) **Painting**

Paint and decorate those parts of the interior of the premises which have previously been painted and decorated as at the commencement date of this lease (or where the lease is renewed the commencement date of the initial term of this lease) when they reasonably require repainting and redecoration to a specification as approved by the Landlord such approval not to be unreasonably withheld.

(d) **Floor coverings**

Keep all floor coverings in the premises clean and replace all floor coverings worn or damaged other than by fair wear and tear with floor coverings of the same or better quality, specification and appearance when reasonably required by the Landlord.

(e) **Damage or Loss**

Make good any damage to the property or loss caused by improper careless or abnormal use by the Tenant or those for whom the Tenant is responsible, to the Landlord's reasonable requirements.

8.2 ~~Where the Tenant is leasing all of the property, the Tenant shall:~~

(a) **Care of grounds**

~~Keep any grounds yards and surfaced areas in a clean and tidy condition and maintain any garden or lawn areas in a tidy and cared-for condition.~~

(b) **Water and drainage**

~~Keep and maintain the storm or waste water drainage system including downpipes and guttering clear and unobstructed.~~

(c) **Other works**

~~Carry out those works maintenance and repairs to the property as the Landlord may require in respect of which outgoings are payable by the Tenant; but subject to clause 8.1 (e)~~

8.3 Notwithstanding subclause 8.1(a) the Tenant shall not be liable for the maintenance or repair of any building services ~~but this subclause shall not release the Tenant from any obligation to pay for the cost of any service maintenance contract or charges in respect of the maintenance or repair of the building services if it is an outgoing specified in the First Schedule but only to the extent specified in the First Schedule.~~

8.4 Notwithstanding any other provision of this lease, the Tenant shall not be liable to repair any inherent defect in the premises nor to pay any outgoings incurred by the Landlord in remedying any inherent defect.

8.5 If the Landlord shall give the Tenant written notice of any failure on the part of the Tenant to comply with any of the requirements of subclauses 8.1 or 8.2 the Tenant shall with all reasonable speed so comply.

**Toilets**

9.1 The toilets sinks and drains shall be used for their designed purposes only and no substance or matter shall be deposited in them which could damage or block them.

**Rubbish Removal**

10.1 The Tenant shall regularly cause all of the Tenant's rubbish and recycling to be removed from the premises <sup>and from the property</sup> and will keep the Tenant's rubbish bins or containers in a tidy condition. The Tenant will also at the Tenant's own expense cause to be removed all trade waste boxes and other goods or rubbish not removable in the ordinary course by the local authority.

**Landlord's Maintenance**

11.1 The Landlord shall keep and maintain the building, all building services and the car parks in good order and repair and weatherproof but the Landlord shall not be liable for any:

(a) Repair or maintenance which the Tenant is responsible to undertake.

(b) Want of repair or defect in respect of building services, so long as the Landlord is maintaining a service maintenance contract covering the work to be done, or where the building services have not been supplied by the Landlord.

(c) Repair or maintenance which is not reasonably necessary for the Tenant's use and enjoyment of the premises and the car parks.

(d) Loss suffered by the Tenant arising from any want of repair or defect unless the Landlord shall have received notice in writing of that from the Tenant and has not within a reasonable time after that taken appropriate steps to remedy the same.

11.2 The Landlord shall keep and maintain service maintenance contracts for lifts, air-conditioning and at the Landlord's option any other building services supplied by the Landlord. Whenever building services cannot be maintained in good order and repair through regular maintenance, the Landlord will if reasonably required replace the services with services of a similar type and quality.

~~11.3 The Tenant shall be liable to reimburse the Landlord for the cost of any such repair, maintenance or service contract pursuant to subclauses 11.1 and 11.2 if it is an outgoing specified in the First Schedule but only to the extent specified in the First Schedule.~~

11.3 - 11.32 See Further Terms

**Notification of Defects**

12.1 The Tenant shall give to the Landlord prompt written notice of any accident to or defect in the premises of which the Tenant may be aware and in particular in relation to any pipes or fittings used in connection with the water electrical gas or drainage services.

12.2 - 12.10 See Further Terms of Lease

\*\* Notwithstanding clause 11.1(c), the Landlord agrees to maintain the building in compliance with the Building Performance Criteria and in accordance with a maintenance plan prepared by the Landlord, and in any event to a standard commensurate with a well-maintained public facility.

**Landlord's Right of Inspection**

- 13.1 The Landlord and the Landlord's employees contractors and invitees may at all reasonable times and after having given prior written notice to the Tenant (except in the case of emergencies) enter upon the premises to view their condition.

**Landlord may Repair**

- 14.1 If default shall be made by the Tenant in the due and punctual compliance with any repair notice given by the Landlord pursuant to this lease, or if any repairs for which the Tenant is responsible require to be undertaken as a matter of urgency then without prejudice to the Landlord's other rights and remedies expressed or implied the Landlord may by the Landlord's employees and contractors with all necessary equipment and material at all reasonable times and on reasonable notice (except in the case of emergencies) enter the premises to execute the works. Any moneys expended by the Landlord in executing the works shall be payable by the Tenant to the Landlord upon demand together with interest on the moneys expended at the default interest rate from the date of expenditure to the date of payment.

**Access for Works**

- 15.1 The Tenant shall permit the Landlord and the Landlord's employees and contractors at all reasonable times and on reasonable written notice (except in the case of emergencies) to enter the premises for a reasonable period to inspect and carry out works to the premises or adjacent premises and to install inspect repair renew or replace any services where they are not the responsibility of the Tenant or are required to comply with the requirements of any statutes, regulations, by-law or requirement of any competent authority. All repairs inspections and works shall be carried out with the least possible inconvenience to the Tenant subject to subclauses 15.3 and 15.4.
- 15.2 If the Tenant's business use of the premises is materially disrupted because of the Landlord's works provided for in subclause 15.1, then during the period the works are being carried out a fair proportion of the rent and outgoings shall cease to be payable but without prejudice to the Tenant's rights if the disruption is due to a breach by the Landlord of the Landlord's obligation, under subclause 15.1, to cause the least possible inconvenience to the Tenant.
- 15.3 If in the Landlord's reasonable opinion, the Landlord requires the Tenant to vacate the whole or part of the premises to enable the works referred to in subclause 15.1 to be carried out, the Landlord may give the Tenant reasonable written notice requiring the Tenant to vacate the whole or part of the premises and specifying a reasonable period for which the Landlord requires possession. On the expiry of the notice the Landlord may take possession of the premises or the part specified in the notice. A fair proportion of the rent and outgoings shall cease to be payable during the period the Tenant vacates the premises as required by the Landlord.
- 15.4 The Landlord shall act in good faith and have regard to the nature, extent and urgency of the works when exercising the Landlord's right of access or possession in accordance with subclauses 15.1 and 15.3.

**USE OF PREMISES****Business Use**

- 16.1 The Tenant shall not without the prior written consent of the Landlord use or permit the whole or any part of the premises to be used for any use other than the business use. The Landlord's consent shall not be unreasonably or arbitrarily withheld or delayed in respect of any proposed use which is:

- not in substantial competition with the business of any other occupant of the property which might be affected by the use; and
- reasonably suitable for the premises; and
- compliant with the requirements of the Resource Management Act 1991 or any other statutory provisions relating to resource management.

If any change in use renders any increased or extra premium payable in respect of any policy or policies of insurance on the premises the Landlord as a condition of granting consent may require the Tenant to pay the increased or extra premium.

- ~~16.2 If any change in use requires compliance with sections 114 and 115 of the Building Act 2004 the Landlord as a condition of granting consent may require the Tenant to comply with sections 114 and 115 of the Act and to pay all compliance costs.~~

- ~~16.3 If the premises are a retail shop the Tenant shall keep the premises open for business during usual trading hours and fully stocked with appropriate merchandise for the efficient conduct of the Tenant's business.~~

**16.2 - 16.5 See Further Terms****Lease of Premises and Car Parks Only**

- 17.1 The tenancy shall relate only to the premises and the car parks (if any) and the Landlord shall at all times be entitled to use occupy and deal with the remainder of the property without reference to the Tenant and the Tenant shall have no rights in relation to it other than the rights of use under this lease.

**Neglect of Other Tenant**

(including those for whom the other tenant is responsible)

- 18.1 The Landlord shall not be responsible to the Tenant for any act or default or neglect of any other tenant of the property.

**Signage 19.1 - 19.4 See Further Terms**

- ~~19.1 The Tenant shall not affix paint or exhibit or permit to be affixed painted or exhibited any name sign name plate signboard or advertisement of any description on or to the exterior of the building without the prior approval in writing of the Landlord but approval shall not be unreasonably or arbitrarily withheld or delayed in respect of signage describing the Tenant's business. If approved the signage shall be secured in a substantial and proper manner so as not to cause any damage to the building or any person and the Tenant shall at the end or sooner determination of the term remove the signage and make good any damage occasioned in connection with the signage.~~

**Additions, Alterations, Reinstatement and Chattels Removal**

- 20.1 The Tenant shall neither make nor allow to be made any alterations or additions to any part of the premises ~~or alter the external appearance of the building~~ without first producing to the Landlord on every occasion plans and specifications and obtaining the written consent of the Landlord (not to be unreasonably or arbitrarily withheld or delayed) for that purpose. If the Landlord authorises any alterations or additions which are made before the commencement date or during the term of this lease the Tenant will at the Tenant's own expense if required by the Landlord no later than the end or earlier termination of the term reinstate the premises. Ownership of the alterations or additions that are not removed by the end or earlier termination of the lease may at the Landlord's election pass to the Landlord without compensation payable to the Tenant. If the Tenant fails to reinstate then any costs incurred by the Landlord in reinstating the premises whether in whole or in part, within 6 months of the end or earlier termination of the term shall be recoverable from the Tenant. **See Further Terms**

**20.1A - 20.6 See Further Terms**

- ~~20.2 The Tenant, when undertaking any building work to the premises (as that term is defined in the Building Act 2004), shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates pursuant to that Act and shall provide copies of the building consents and code compliance certificates to the Landlord.~~

+ and that do not form part of the Initial Fitout

++ to the condition and layout they were in prior to the additions and alterations.

- ~~20.3~~ The Tenant may at any time before and will if required by the Landlord no later than the end or earlier termination of the term remove all the Tenant's chattels. In addition to the Tenant's obligations to reinstate the premises pursuant to subclause 20.1 the Tenant will make good at the Tenant's own expense all resulting damage and if the chattels are not removed by the end or earlier termination of the term ownership of the chattels may at the Landlord's election pass to the Landlord or the Landlord may remove them from the premises and forward them to a refuse collection centre. Where subclause 27.5 applies, the time by which the Tenant must remove the chattels and to make good all resulting damage will be extended to 5 working days after access to the premises is available.

- ~~20.4~~ The cost of making good resulting damage and the cost of removal of the Tenant's chattels shall be recoverable from the Tenant and the Landlord shall not be liable to pay any compensation nor be liable for any loss suffered by the Tenant.

#### Compliance with Statutes and Regulations

- 21.1 The Tenant shall comply with the provisions of all statutes, ordinances, regulations and by-laws relating to the use of the premises by the Tenant or other occupant and will also comply with the provisions of all licences, requisitions and notices issued by any competent authority in respect of the premises or their use by the Tenant or other occupant provided that:

- (a) The Tenant shall not be required to make any structural repairs alterations or additions nor to replace or install any plant or equipment except where required by reason of the particular nature of the business carried on by the Tenant or other occupant of the premises or the number or sex of persons employed on the premises.
- (b) The Tenant shall not be liable to discharge the Landlord's obligations as owner under the Building Act 2004 unless any particular obligation is the responsibility of the Tenant as an occupier of the premises.
- (c) The Tenant will promptly provide the Landlord with a copy of all requisitions and notices received from a competent authority under this subclause.

\* installed by the Landlord

- 21.2 If the Landlord is obliged by any legislation or requirement of any competent authority to expend moneys during the term of this lease or any renewed term on any improvement addition or alteration to the property which is not the Tenant's responsibility under subclause 21.1 and the expenditure would be an unreasonable amount then the Landlord may determine this lease. Any dispute as to whether or not the amount to be expended by the Landlord is unreasonable shall be determined by arbitration.
- 21.3 The Landlord warrants that allowing the premises to be open to members of the public and allowing the use of the premises by members of the public at the commencement date will not be a breach of section 363 of the Building Act 2004. This clause does not apply to any "building work" (as defined in the Building Act 2004) relating to the fit-out of the premises by the Tenant.
- 21.4 The Tenant, when undertaking any building work to the premises, shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates and shall not allow the premises to be open to members of the public or allow use of the premises by members of the public if that would be in breach of section 363 of the Building Act 2004.
- 21.5 During the term and any renewal, the Landlord shall not give consent to or carry out any building work in any part of the Landlord's property which may cause the Tenant to be in breach of section 363 of the Building Act 2004 by allowing the premises to be open to members of the public and allowing the use of the premises by members of the public.

#### No Noxious Use

- 22.1 The Tenant shall not:
- (a) Bring upon or store within the premises nor allow to be brought upon or stored within the premises any machinery goods or things of an offensive noxious illegal or dangerous nature, or of a weight size or shape as is likely to cause damage to the building or any surfaced area.
- (b) Contaminate the property and shall undertake all works necessary to remove any contamination of the property other than contamination not caused by the Tenant or which took place prior to the commencement date of the lease term. Contamination means any change to the physical chemical or biological condition of the property by a "contaminant" as that word is defined in the Resource Management Act 1991.
- (c) Use the premises or allow them to be used for any noxious illegal or offensive trade or business.
- (d) Allow any act or thing to be done which may be or grow to be a nuisance disturbance or annoyance to the Landlord, other tenants of the property, or any other person; and generally the Tenant shall conduct the Tenant's business upon the premises in a clean quiet and orderly manner free from damage nuisance disturbance or annoyance to any such persons but the carrying on by the Tenant in a reasonable manner of the business use or any use to which the Landlord has consented shall be deemed not to be a breach of this clause.

#### INSURANCE

##### Landlord shall insure

- 23.1 The Landlord shall at all times during the term keep and maintain insurance of the type shown and for the risks specified in the First Schedule. If insurance cover required under this subclause becomes unavailable during the term of this lease or any renewal other than because of the Landlord's act or omission, the Landlord will not be in breach while cover is unavailable, provided the Landlord uses all reasonable endeavours on an ongoing basis to obtain cover. The Landlord will advise the Tenant in writing whenever cover becomes unavailable and provide reasons as to the unavailability. The Landlord will also provide the Tenant with reasonable information relating to the cover when requested by the Tenant.

- ~~23.2 The parties acknowledge and agree pursuant to section 271 of the Property Law Act 2007 that to the extent of any excess payable regarding any insurance policy held by the Landlord, the excess will represent an amount for which the Landlord has not insured, or has not fully insured the premises or the property against destruction or damage arising from the events that the section applies to. If the Landlord makes any claim against its insurance for any destruction or damage because of any act or omission of the Tenant, the Tenant will pay the Landlord the amount of the excess not exceeding the sum specified in the list of outgoings in the First Schedule.~~

23.2 - 23.4

See Further Terms

##### Tenant not to void insurance

- 24.1 The Tenant shall not carry on or allow upon the premises any trade or occupation or allow to be done any act or thing which:
- (a) Shall make void or voidable any policy of insurance on the property.
- (b) May render any increased or extra premium payable for any policy of insurance except where in circumstances in which any increased premium is payable the Tenant shall have first obtained the consent of the insurer of the premises and the Landlord and made payment to the insurer of the amount of any such increased or extra premium as may be payable but the carrying on by the Tenant in a reasonable manner of the business use or of any use to which the Landlord has consented shall be deemed not to be a breach of this clause.
- 24.2 In any case where in breach of subclause 24.1 the Tenant has rendered any insurance void or voidable and the Landlord has suffered loss or damage by that the Tenant shall at once compensate the Landlord in full for such loss or damage.

**When Tenant to have benefit of Landlord's insurance**

- 25.1 Where the property is destroyed or damaged by fire, flood, explosion, lightning, storm, earthquake, volcanic activity or any risk against which the Landlord is (or has covenanted with the Tenant to be) insured the Landlord will not require the Tenant to meet the cost of making good the destruction or damage to the property and will indemnify the Tenant against such cost where the Tenant is obligated to pay for making good such damage or destruction. The Landlord does not have to indemnify the Tenant and the Tenant will not be excused from liability under this subclause if and to the extent that:
- The destruction or damage was intentionally caused by the Tenant or those for whom the Tenant is responsible; or
  - The destruction or damage was the result of an act or omission by the Tenant or those for whom the Tenant is responsible and that act or omission:
    - occurred on or about the property; and
    - constitutes an imprisonable offence; or
  - Any insurance moneys that would otherwise have been payable to the Landlord for the damage or destruction are rendered irrecoverable in consequence of any act or omission of the Tenant or those for whom the Tenant is responsible.

**DAMAGE TO OR DESTRUCTION OF PREMISES****Total Destruction**

- 26.1 If the premises or any portion of the building of which the premises may form part shall be destroyed or so damaged:
- as to render the premises untenable then the term shall at once terminate from the date of destruction or damage; or
  - In the reasonable opinion of the Landlord as to require demolition or reconstruction, then the Landlord may within 3 months of the date of damage give the Tenant 20 working days notice to terminate and a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage.

Any termination pursuant to this subclause shall be without prejudice to the rights of either party against the other.

**Partial Destruction**

- 27.1 If the premises or any portion of the building of which the premises may form part shall be damaged but not so as to render the premises untenable and:
- the Landlord's policy or policies of insurance shall not have been invalidated or payment of the policy moneys refused in consequence of some act or default of the Tenant; and
  - all the necessary permits and consents are obtainable;

the Landlord shall with all reasonable speed expend all the insurance moneys received by the Landlord in respect of such damage towards repairing such damage or reinstating the premises or the building but the Landlord shall not be liable to expend any sum of money greater than the amount of the insurance money received.

**27.1A See Further Terms**

- 27.2 Any repair or reinstatement may be carried out by the Landlord using such materials and form of construction and according to such plan as the Landlord thinks fit and shall be sufficient so long as it is reasonably adequate for the Tenant's occupation and use of the premises.

- 27.3 Until the completion of the repairs or reinstatement a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage.

- ~~27.4 If any necessary permit or consent shall not be obtainable or the insurance moneys received by the Landlord shall be inadequate for the repair or reinstatement then the term shall at once terminate but without prejudice to the rights of either party against the other.~~

**No Access in Emergency**

- 27.5 If there is an emergency and the Tenant is unable to gain access to the premises to fully conduct the Tenant's business from the premises because of reasons of safety of the public or property or the need to prevent, reduce or overcome any hazard, harm or loss that may be associated with the emergency including:

- a prohibited or restricted access cordon applying to the premises; or
- prohibition on the use of the premises pending the completion of structural engineering or other reports and appropriate certifications required by any competent authority that the premises are fit for use; or
- restriction on occupation of the premises by any competent authority;

then a fair proportion of the rent and outgoings shall cease to be payable for the period commencing on the date when the Tenant became unable to gain access to the premises to fully conduct the Tenant's business from the premises until the inability ceases.

- 27.6 This subclause 27.6 applies where subclause 27.5 applies and the premises or building of which the premises form part are not totally or partially destroyed or damaged resulting in the lease being cancelled as provided for in subclauses 26.1 or 27.1. Either party may terminate this lease by giving 10 working days written notice to the other if ~~and fully conduct its business~~ <sup>or 27.1A</sup>

- the Tenant is unable to gain access to the premises for the period specified in the First Schedule; or
- the party that terminates this lease can at any time prior to termination establish with reasonable certainty that the Tenant is unable to gain access to the premises for that period.

Any termination shall be without prejudice to the rights of either party against the other ~~and fully conduct its business~~

**DEFAULT****Cancellation**

- 28.1 The Landlord may (in addition to the Landlord's right to apply to the Court for an order for possession) and subject to section 245(2) of the Property Law Act 2007 cancel this lease by re-entering the premises at the time or at any time after that:

- If the rent shall be in arrears 10 working days after any rent payment date and the Tenant has failed to remedy that breach within 10 working days after service on the Tenant of a notice in accordance with section 245 of the Property Law Act 2007.
- In case of breach by the Tenant of any covenant or agreement on the Tenant's part expressed or implied in this lease (other than the covenant to pay rent) after the Tenant has failed to remedy that breach within the period specified in a notice served on the Tenant in accordance with section 246 of the Property Law Act 2007.
- If the Tenant shall make or enter into or endeavour to make or enter into any composition assignment or other arrangement with or for the benefit of the Tenant's creditors.
- In the event of the insolvency, bankruptcy, statutory management, voluntary administration, receivership or liquidation of the Tenant.

- (e) If the Tenant shall suffer execution to issue against the Tenant's property goods or effects under any judgment against the Tenant in any Court for a sum in excess of five thousand dollars (\$5,000).<sup>28.2</sup> Not used.

The term shall terminate on the cancellation but without prejudice to the rights of either party against the other.

<sup>28.2</sup> See Further Terms

### Essentiality of Payments

- 29.1 Failure to pay rent or other moneys payable under this lease on the due date shall be a breach going to the essence of the Tenant's obligations under the lease. The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages from the Tenant for such breach. This entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.
- 29.2 The acceptance by the Landlord of arrears of rent or other moneys shall not constitute a waiver of the essentiality of the Tenant's continuing obligation to pay rent and other moneys.

### Repudiation

- 30.1 The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages for any loss or damage suffered by reason of any acts or omissions of the Tenant constituting a repudiation of the lease or the Tenant's obligations under the lease. Such entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.

### QUIET ENJOYMENT

- 31.1 The Tenant paying the rent and performing and observing all the covenants and agreements expressed and implied in this lease shall quietly hold and enjoy the premises throughout the term without any interruption by the Landlord or any person claiming under the Landlord.

### RENEWAL OF LEASE <sup>32.1 - 32.9</sup> See Further Terms

~~32.1~~ If the Tenant has given to the Landlord written notice to renew the lease at least 3 calendar months before the end of the term and is not at the date of the giving of the notice in breach of this lease then the Landlord will grant a new lease for a further term from the renewal date as follows:

- <sup>32.10</sup> specified in clause 32.3 in material
- (a) ~~If the renewal date is a market rent review date the annual rent shall be the current market rent which if not agreed on shall be determined in accordance with subclause 2.2 but the annual rent shall not be less than the rent payable as at the commencement date of the immediately preceding lease term. Not used.~~
- (b) ~~If the renewal date is a CPI rent review date, the annual rent shall be determined in accordance with subclause 2.5. Not used.~~
- (c) Subject to the provisions of paragraphs (a) and (b), the new lease shall be upon and subject to the covenants and agreements expressed and implied in this lease except that the term of this lease plus all further terms shall expire on or before the final expiry date.
- (d) The annual rent shall be subject to review during the term of the new lease on the rent review dates specified in the First Schedule.
- (e) The Landlord as a condition of granting a new lease shall be entitled to have the new lease guaranteed by any guarantor who has guaranteed this lease on behalf of the Tenant who has given notice or the security of a bank guarantee that has been given.
- (f) If the renewal date is a market rent review date, pending the determination of the rent, the Tenant shall pay an interim rent in accordance with subclauses 2.3 and 2.4.
- (g) Notwithstanding anything contained in subclause 32.1(f) the interim rent referred to in that clause shall not be less than the annual rent payable as at the commencement date of the immediately preceding lease term.
- (h) The parties will not be released by the renewal of the lease from any liability for any breach under this lease.

### ASSIGNMENT OR SUBLETTING

- 33.1 The Tenant shall not assign sublet or otherwise part with the possession of the premises, the carparks (if any) or any part of them without first obtaining the written consent of the Landlord which the Landlord shall not unreasonably withhold or delay if the following conditions are fulfilled:
- (a) The Tenant proves to the reasonable satisfaction of the Landlord that the proposed assignee or subtenant is (and in the case of a company that the shareholders of the proposed assignee or subtenant are) respectable responsible and has the financial resources to meet the Tenant's commitments under this lease and in the case of the subtenant the subtenant's commitments under the sublease. The Tenant shall give the Landlord any additional information reasonably required by the Landlord.
- (b) All rent and other moneys payable have been paid and there is not any subsisting breach of any of the Tenant's covenants.
- (c) In the case of an assignment a deed of covenant in customary form approved or prepared by the Landlord is duly executed and delivered to the Landlord.
- (d) In the case of an assignment to a company (other than a company listed on the main board of a public stock exchange in New Zealand or Australia) either a deed of guarantee in customary form approved or prepared by the Landlord is duly executed by the principal shareholders of that company and delivered to the Landlord or a bank guarantee from a registered trading bank in New Zealand on reasonable terms approved by the Landlord as security for the performance by the company of its obligations under this lease is provided to the Landlord.
- (e) The Tenant pays the Landlord's reasonable costs and disbursements in respect of the approval and the preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable inquiries made by or on behalf of the Landlord concerning any proposed assignee subtenant or guarantor. All such costs shall be payable whether or not the assignment or subletting proceeds.
- 33.2 Where the Landlord consents to a subletting the consent shall extend only to the subletting and notwithstanding anything contained or implied in the sublease the consent shall not permit any subtenant to deal with the sublease in any way in which the Tenant is restrained from dealing without consent.
- 33.3 Where any Tenant is a company which is not listed on the main board of a public stock exchange in New Zealand or Australia, then any change in the legal or beneficial ownership of its shares or the shares of its shareholder or issue of new capital in the company or its shareholder where in any case there is a change in the effective management or control of the company will require the written consent of the Landlord which will not be unreasonably withheld or delayed.

**UNIT TITLE PROVISIONS**

34.1 Clause 34 applies where the property is part of a unit title development.

**Body Corporate**

34.2 The expression "Body Corporate" means the Body Corporate under the Unit Titles Act 2010 (in subclauses 34.2 to 34.7 "the Act") in respect of the property.

**Act and Rules Paramount**

34.3 This lease shall be subject to the provisions of the rules of the Body Corporate and the provisions of the Act.

**Insurance**

34.4 Unless the Body Corporate has resolved that the Landlord is to insure the building the Landlord's obligation to insure the building shall be satisfied by the Body Corporate maintaining the same insurance cover in accordance with the Act.

**Landlord's Obligations**

34.5 The Landlord shall observe and perform all of the Landlord's obligations as a member of the Body Corporate and shall use the Landlord's best endeavours to ensure that the Body Corporate complies with its rules and the provisions of the Act.

**Tenant's Obligations**

34.6 The Tenant shall comply with the rules of the Body Corporate and the provisions of the Act to the extent that they apply to the Tenant's use of the property.

**Consents**

34.7 Where in this lease the consent of the Landlord is required in respect of any matter then the like consent of the Body Corporate shall also be required if the consent of the Body Corporate to the matter would be necessary under its rules or the Act.

**CARPARKS**

35.1 The Tenant shall have the right to exclusive possession of the leased car parks, but when any car park is not being used by the Tenant other persons shall be entitled to pass over the same.

35.2 The Landlord may carry out repairs to the car parks and no abatement of rent or other compensation shall be claimed by the Tenant except pursuant to subclauses 26.1 or 27.3.

35.3 The Tenant shall comply with the Landlord's reasonable requirements relating to the use of the car parks and access to them and in particular shall only use the car parks for the parking of one motor vehicle per parking space.

35.4 The provisions of the Second Schedule shall apply to the car parks as appropriate.

**GENERAL****Holding Over**

36.1 If the Landlord permits the Tenant to remain in occupation of the premises after the expiration or sooner determination of the term, the occupation shall be a periodic tenancy only terminable by at least 20 working days notice given at any time with the tenancy terminating on the expiry of the notice at the rent then payable and otherwise on the same covenants and agreements (so far as applicable to a periodic tenancy) as expressed or implied under this lease.

**Access for Re-Letting or Sale**

37.1 The Tenant will during the term permit the Landlord, the Landlord's representatives and prospective tenants or purchasers to have access to inspect the premises provided that:

- (a) Any such inspection is at a time which is reasonably convenient to the Tenant and after reasonable written notice.
- (b) The inspection is conducted in a manner which does not cause disruption to the Tenant.
- (c) If the Landlord or the Landlord's representatives are not present the persons inspecting have written authority from the Landlord to do so.

**Suitability**

38.1 No warranty or representation expressed or implied has been or is made by the Landlord that the premises are now suitable or will remain suitable or adequate for use by the Tenant or that any use of the premises by the Tenant will comply with the by-laws or ordinances or other requirements of any authority having jurisdiction.

**Affirmation**

39.1 A party to this lease shall not be entitled to cancel this lease if, with full knowledge of any repudiation or misrepresentation or breach of covenant, that party affirmed this lease.

**Waiver**

40.1 No waiver or failure to act by either party in respect of any breach by the other shall operate as a waiver of another breach.

**Land Transfer Title or Mortgagee's consent** 41.1 See Further Terms

~~41.1 The Landlord shall not be required to do any act or thing to enable this lease to be registered or be required to obtain the consent of any mortgagee of the property and the Tenant will not register a caveat in respect of the Tenant's interest under this lease.~~

**Notices**

42.1 All notices must be in writing and must be served by one of the following means:

- (a) In the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
- (b) In all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
  - (1) In the manner authorised by sections 354 to 361 of the Property Law Act 2007, or
  - (2) by personal delivery, or by posting by registered or ordinary mail, or by facsimile, or by email.

- 42.2 In respect of the means of service specified in subclause 42.1(b)(2), a notice is deemed to have been served:
- In the case of personal delivery, when received by the addressee.
  - In the case of posting by mail, on the second working day following the date of posting to the addressee's last known address in New Zealand.
  - In the case of facsimile transmission, when sent to the addressee's facsimile number.
  - In the case of email, when acknowledged by the addressee orally or by return email or otherwise in writing except that return emails generated automatically shall not constitute an acknowledgement.
- 42.3 In the case of a notice to be served on the Tenant, if the Landlord is unaware of the Tenant's last known address in New Zealand or the Tenant's facsimile number, any notice placed conspicuously on any part of the premises shall be deemed to have been served on the Tenant on the day on which it is affixed.
- 42.4 A notice shall be valid if given by any director, general manager, lawyer or other authorised representative of the party giving the notice.
- 42.5 Where two or more notices are deemed to have been served at the same time, they shall take effect in the order in which they would have been served but for subclause 47.1(p).
- 42.6 Any period of notice required to be given under this agreement shall be computed by excluding the date of service.

#### Arbitration

- 43.1 The parties shall first endeavour to resolve any dispute or difference by agreement and if they agree by mediation.
- 43.2 Unless any dispute or difference is resolved by mediation or other agreement within 30 days of the dispute or difference arising, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with the Arbitration Act 1996 or any other statutory provision then relating to arbitration.
- 43.3 If the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon request of any party, by the president or vice president of the New Zealand Law Society. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject to this and varied accordingly.
- 43.4 The procedures prescribed in this clause shall not prevent the Landlord from taking proceedings for the recovery of any rent or other monies payable under this lease which remain unpaid or from exercising the rights and remedies in the event of the default prescribed in subclause 28.1.

#### No Implied Terms

- 44.1 The covenants, conditions and powers implied in leases pursuant to the Property Law Act 2007 and sections 224 and 266(1)(b) of that Act shall not apply to and are excluded from this lease where allowed.

#### Limitation of Liability

- 45.1 If any person enters into this lease as trustee of a trust, then
- That person warrants that:
    - that person has power to enter into this lease under the terms of the trust; and
    - that person has properly signed this lease in accordance with the terms of the trust; and
    - that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this lease; and
    - all of the persons who are trustees of the trust have approved entry into this lease.
  - If that person has no right to or interest in any assets of the trust except in that person's capacity as a trustee of the trust, that person's liability under this lease will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired as a result of fraud or gross negligence that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.
- 45.2 Notwithstanding subclause 45.1, a party to this lease that is named in item 17 of the First Schedule as a limited liability trustee, that person's liability will not be personal and unlimited but limited in accordance with subclause 45.1(b).

#### Counterparts

- 46.1 This lease may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same lease. A party may enter into this lease by signing a counterpart copy and sending it to the other party, including by facsimile or email.

\* and whether or not installed or paid for by the Tenant (and the Tenant acknowledges that ownership of any services which were installed or paid for by the Tenant prior to the commencement date vests in the Landlord on and from the commencement date free of any other interest or encumbrance)

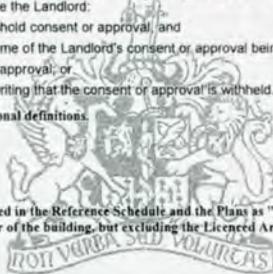
#### DEFINITIONS AND INTERPRETATION

- 47.1 In this lease:
- "building services" means all services provided by the Landlord as an integral part of the building for the general use and enjoyment of the building by its tenants or occupants including water, gas, electricity, lighting, air conditioning, heating and ventilation, telecommunications, lifts and escalators whether or not they are located within the premises;\*
  - "CPI" means the Consumer Price Index (All Groups) published by Statistics New Zealand or other government agency and any revised, replacement or substituted index.
  - "Default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the Landlord (or where the Landlord is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under this lease but does not include any sum levied against the Landlord (or where the Landlord is or was a member of a GST group its representative member) by reason of a default or delay by the Landlord after payment of the GST to the Landlord by the Tenant.
  - "emergency" for the purposes of subclause 27.5 means a situation that:
    - is a result of any event, whether natural or otherwise, including an explosion, earthquake, eruption, tsunami, land movement, flood, storm, tornado, cyclone, serious fire, leakage or spillage of any dangerous gas or substance, infestation, plague, epidemic, failure of or disruption to an emergency service; and
    - causes or may cause loss of life or serious injury, illness or in any way seriously endangers the safety of the public or property; and
    - the event is not caused by any act or omission of the Landlord or Tenant.

- (e) "GST" means the Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
- (f) "premises" includes all the Landlord's fixtures and fittings provided by the Landlord and those set out in the Fifth Schedule.
- (g) "premises condition report" means the report as set out in the Sixth Schedule.
- (h) "renewal" means the granting of a new lease as provided for in subclause 32.1.
- (i) "rules" in clause 34 means the Body Corporate operational rules under the Unit Titles Act 2010 and any amendments to those rules or replacement rules.
- (j) "structural repair" means a repair, alteration or addition to the structure or fabric of the building but excluding building services.
- (k) "term" includes, where the context requires, a further term if the lease is renewed.
- (l) "the common areas" means those parts of the property the use of which is necessary for the enjoyment of the premises and which is shared with other tenants and occupiers. / and the  
Licensed  
Areas
- (m) "the Landlord" and "the Tenant" means where appropriate the executors, administrators, successors and permitted assigns of the Landlord and the Tenant.
- (n) "the property ~~and the building~~" means <sup>Land</sup>the ~~land~~; building(s) or improvements of the Landlord which <sup>Land</sup>comprise or contain the premises. Where the premises are part of a unit title development the words "the property" mean the ~~land~~ and building(s) comprised in the development. Land
- (o) "those for whom the Tenant is responsible" includes the Tenant's agents employees contractors or invitees.
- (p) ~~"working day" has the meaning given to it in the Property Law Act 2007. Notices served after 5pm on a working day, or on a day which is not a working day, shall be deemed to have been served on the next succeeding working day. Not used.~~
- (q) A reference in this lease to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (r) A reference to the words "include" or "including" are to be interpreted without limitation.
- (s) If any inserted term (including any Further Term in the Third Schedule) conflicts with the covenants in the First, Second and Fourth Schedules, the inserted term will prevail.
- (t) Whenever words appear in this lease that also appear in the First Schedule then those words shall mean and include the details supplied after them in the First Schedule.
- (u) Where the context requires or admits, words importing the singular shall import the plural and vice versa.
- (v) Where the Landlord's consent or approval to any matter is required under this lease then, unless expressly stated to the contrary in this lease, in each case the Landlord:
- (1) must not unreasonably withhold consent or approval, and
  - (2) must, within a reasonable time of the Landlord's consent or approval being requested:
    - (i) grant that consent or approval; or
    - (ii) notify the Tenant in writing that the consent or approval is withheld.

See clause 47.2 of the Further Terms for additional definitions.

48 - 51 See Further Terms



\* and includes the areas of the building described in the Reference Schedule and the Plans as "Circulation All Shared" (4) and "Toilets" (5) on the Ground Floor, First Floor, and Second Floor of the building, but excluding the Licensed Areas.

## THIRD SCHEDULE

**FURTHER TERMS** If there is any conflict between the amendments contained in this Schedule and the clauses in the First and Second Schedules, the amendments in these Further Terms shall apply.

*[Drafting Note: Upon engrossing this lease for execution, all references to [VUW/NZSO] are to be replaced with either VUW or NZSO (as applicable), and a definition and interpretation provision inserted into 47.2 as follows:*

*"VUW/NZSO means Victoria University of Wellington/New Zealand Symphony Orchestra."*

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### 2. Rents

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2.1 Not used.

#### 2.2(b)(1) Rent Determinations continued

For the purpose of this clause 2.2(b)(1) "Valuer" shall mean a valuer who is registered under the Valuers Act 1948 and who has at least five years of valuation experience in Wellington.

2.3 Not used.

2.4 Not used.

#### 2.5 Fixed Rent Review

The annual rent payable from each anniversary of the Commencement Date (including during any renewed term), except where that anniversary is a Renewal Date (in which case the annual rent will be reviewed in accordance with clause 32), shall be the annual rent payable for the immediately preceding 12 month period increased by 2%.

2.6 Not used.

### 3. Consumables

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3.1 The Tenant will be solely responsible for, and will promptly pay all costs and charges for the Tenant's consumables used by the Tenant in or in relation to the premises (but, except as otherwise provided in this lease, excluding consumables relating to the Common Areas), including:

- (a) electricity (but excluding any cost of the supply to the building services or to Common Areas) consumed in the premises by the Tenant;
- (b) energy and electricity used in providing air-conditioning to the premises outside of normal business hours;
- (c) telephones in the premises (except for emergency telephones in the lifts, and any other telephones for security, fire protection or other emergency services and systems, including central plant, of the Landlord in the premises);
- (d) cleaning of the interior of the premises;
- (e) the collection of rubbish and recycling from the premises or other parts of the Building or Land made available by the Landlord to the Tenant for the removal and interim storage of the Tenant's rubbish and recycling;

- (f) provisioning of toilets, bathrooms and/or shower areas and similar facilities in the premises; and
  - (g) all costs associated with the Tenant's Fixtures and Fittings and Licence Equipment, including all compliance servicing, maintaining and operating costs.
- 3.2 The Landlord shall during the Term (where it is reasonably practicable for it to do so) use reasonable endeavours to procure that utilities supplied to:
- (a) the premises; and
  - (b) the Common Areas,
- are metered separately from the balance of the Building.
- 3.3 The Landlord will ensure that the Tenant has independent control of the air-conditioning system for its use outside normal business hours and in respect of the premises.
- 3.4 Any costs or charges for consumables for which the Tenant is responsible under clause 3.1, and which are incurred by the Landlord, shall be payable by the Tenant to the Landlord on demand by the Landlord, or if required by the Landlord, by monthly instalments on each Rent Payment Date.
- 3.5 Not used.
- 3.6 Not used.
- 3.7 Not used.

## **8. Maintenance and care of premises**

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- 8.1 (f) **Tenant Fixtures and Fittings**
- (i) The Tenant will:
    - (A) as applicable, service, maintain and operate in accordance with good industry practice all items of plant, machinery and equipment comprised in; and
    - (B) otherwise be fully responsible for keeping in good order and repair, including replacement as necessary,
- all of the Tenant's Fixtures and Fittings.
- 8.2 Not used.

## **11. Landlord's Maintenance**

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- 11.3 Not used.
- 11.4 The Landlord will meet the costs of running full air-conditioning in the Building during normal business hours. The Landlord will also meet all costs of bringing air-conditioning services up to required performance levels specified in the Building Performance Criteria prior to 8.00 am, or any post-9.00 pm turn-down.

- 11.5 Except where the Landlord and the Tenant agree otherwise, the Common Areas will be cleaned by the Landlord once every working day at the Landlord's cost. Where the Common Areas require cleaning more than once every working day due to:
- (a) a request by the Tenant, except where it is reasonable for the Common Areas to be cleaned; or
  - (b) an act or omission by the Tenant or by those for whom the Tenant is responsible,
- the Tenant shall meet the reasonable and proper additional costs of such additional cleaning, and any such costs incurred by the Landlord shall be recoverable from the Tenant as if they were a consumable under clause 3.1. In all other cases, the Landlord shall be responsible for any additional costs of cleaning.
- 11.6 The Tenant may, at its option and no earlier than the third anniversary of the Commencement Date, arrange for a suitably qualified technical expert to undertake a technical audit of all or part of the premises, the Building and the building services to determine the ability of these to meet the Building Performance Criteria (**Audit**).
- 11.6A The parties will each meet half of the cost of the Audit. The Tenant will, following payment by the Landlord of its share of the cost of the Audit, provide a copy of the Audit to the Landlord. However, if the Audit identifies any material defects or shortcomings in the premises, the Building, or the building services in meeting the Building Performance Criteria as a result of any failure by the Landlord to meet its obligations under this lease, then the Landlord shall reimburse the Tenant for the half share of the cost paid by the Tenant. Similarly, if such defect or shortcoming is identified as being as a result of a failure by the Tenant to meet its obligations under this lease then the Tenant shall reimburse the Landlord for the half share of the cost paid by the Landlord.
- 11.7 There will be a maximum of one Audit in any three year period.
- 11.8 Subject to the rights of any other tenants or occupiers of the Building, the Landlord will co-operate with the Tenant and its consultants in relation to the carrying out of the Audit. The Tenant will comply with the Landlord's requirements in relation to the security of the Building and health and safety when accessing any part of the Building outside the premises.
- 11.9 If the Audit identifies any material defects or shortcomings in the premises, the Building or the building services which are the responsibility of the Landlord or the Tenant under this lease (**Audit Defects**) then the Landlord or the Tenant, as the case may be, will:
- (a) establish a remedial works programme to remedy any Audit Defects; and
  - (b) as soon as reasonably practicable, put that remedial works programme into effect,
- to ensure that the premises, the Building and/or the building services comply with the Building Performance Specifications.
- 11.10 Seismic rating**
- 11.10 For the purposes of clauses 11.11 to 11.32:
- (a) Evaluation means a detailed engineering evaluation of the Building which is obtained pursuant to clauses 11.13 or 11.15.
  - (b) Expert Engineer means an appropriately qualified structural engineer appointed to act as an expert pursuant to clause 11.23.

- (c) Required Standard means a 100%NBS Importance Level 3 (IL3) determined as at 31 March 2017 and where each of "%NBS" and "Importance Level 3 (IL3)" is defined in, and on the basis %NBS is calculated and measured in accordance with, the report prepared by Holmes Consulting and entitled "Wellington City Council – Wellington Town Hall: Seismic Strengthening – Design Features Report Preliminary Design", Version 2, dated 21 April 2017.
  - (d) Structural Works means the works (if any) required to the Building in accordance with clause 11.18(d)(i).
- 11.11 Not used.
- 11.12 Not used.
- 11.13 The Tenant may obtain an Evaluation at any time after:
- (a) an earthquake which:
    - (i) measures MM7 or higher on the New Zealand Modified Mercalli Intensity Scale (or any equivalent standard); or
    - (ii) is classified as 'severe' or greater than 'severe' by GNS Science GeoNet; or
  - (b) there are any changes to the Building Act 2004 or the building code made under the Building Act 2004 in relation to the seismic resistance of buildings (insofar as those changes to the Building Act 2004 or the building code made under the Building Act 2004 apply to the Building);
  - (c) there are any changes to the requirements of any Authority in relation to seismic rating (insofar as those requirements apply to the Building); or
  - (d) completion of any repair or reinstatement works by the Landlord pursuant to clause 27.1.
- 11.13A In addition to the Tenant's right to obtain an Evaluation as set out in clauses 11.13(a) to (d), the Tenant may obtain an Evaluation at any other time during the Term provided that the Tenant may not obtain an Evaluation pursuant to this clause 11.13A:
- (a) if the Landlord is carrying out any repair or reinstatement works pursuant to clause 27.1 or any Structural Works under this clause 11, until such time as any such works have been completed; or
  - (b) more than once every five years during the Term.
- 11.14 If the Tenant elects to obtain an Evaluation:
- (a) the Tenant will provide the Landlord with prior written notice;
  - (b) the Landlord will promptly and fully cooperate with the Tenant and its consultants in relation to the obtaining of the Evaluation including providing the Tenant and its consultants with access to those parts of the Building not comprising the premises as reasonably required and subject to the provisions of any applicable leases and in accordance with the Landlord's reasonable requirements;
  - (c) the Tenant will meet the cost of obtaining the Evaluation (subject to clause 11.18(h)); and

- (d) the Tenant will provide the Landlord with a copy of the Evaluation.
- 11.15 If an Evaluation establishes that the Building will achieve less than 90% of the Required Standard, then the Landlord may elect to obtain its own Evaluation by giving notice in writing to the Tenant within 20 working days of receiving the Tenant's Evaluation under clause 11.14(d).
- 11.16 If the Landlord gives notice under clause 11.15:
- (a) the Tenant will promptly and fully cooperate with the Landlord and its consultants in relation to obtaining the Evaluation including providing the Landlord and its consultants with access to those parts of the premises as reasonably required and in accordance with the Tenant's reasonable requirements;
  - (b) the Landlord will meet the costs of obtaining the Evaluation; and
  - (c) the Landlord will provide the Tenant with a copy of the Evaluation.
- 11.17 If the Landlord's Evaluation establishes that the Building will achieve equal to or better than 90% of the Required Standard, the issue of whether the Building will achieve 90% of the Required Standard shall, within 20 working days of the Landlord providing the Tenant with a copy of the Evaluation under clause 11.16(c), be referred to the Expert Engineer for final determination.
- 11.18 If the Tenant's Evaluation establishes that the Building will achieve less than 90% of the Required Standard and either:
- (a) the Landlord does not elect to obtain an Evaluation;
  - (b) the Landlord's Evaluation establishes that the Building will achieve less than 90% of the Required Standard; or
  - (c) the Expert Engineer determines that the Building will achieve less than 90% of the Required Standard,
- then:
- (d) the parties will work together in good faith to agree on, as soon as reasonably possible, an appropriately qualified structural engineer, quantity surveyor and other relevant consultants to be engaged by the Landlord, at the Landlord's cost, to determine:
    - (i) what works would be required to the Building so that it will achieve at least 90% of the Required Standard (or such other percentage of the Required Standard as the parties may agree that the Building should achieve after completion of the works) (**Structural Works**);
    - (ii) the likely duration of the carrying out of the Structural Works, with the parties to be provided with an indicative programme for the carrying out of the Structural Works;
    - (iii) the costs associated with the Structural Works; and
    - (iv) the disruption to the Tenant's use and enjoyment of the premises that will be caused by such works being carried out;

- (e) the Landlord will, at its cost, provide the Tenant with a copy of the reports obtained in accordance with this clause 11.18 as soon as reasonably possible following receipt of the same;
  - (f) during the period of 20 working days following the date on which the Landlord provides the Tenant with all reports obtained in accordance with this clause 11.18, the parties will consult regarding the viability (including any economic, timing, and practical issues) of the Landlord, at its cost, undertaking the Structural Works. In particular the parties will consult in relation to the indicative programme provided pursuant to clause 11.18(d)(ii);
  - (g) during the period of consultation referred to in clause 11.18(f), the Tenant will notify the Landlord as to whether or not the indicative programme is acceptable to the Tenant, acting reasonably. If the Tenant notifies the Landlord that the indicative programme is not acceptable then, unless the parties can agree an alternative programme within a further period of 10 working days following expiry of the period of consultation, the Tenant can, within three months of expiry of the further period, terminate the lease by giving not less than six months written notice to the Landlord advising the date on which the lease will terminate (and, subject to its rights under the Agreement and this lease, the Tenant accepts that such termination is its sole remedy in respect of the event or events giving rise to the right of termination). If the Tenant fails to notify the Landlord it will be deemed to have approved the indicative programme; and
  - (h) for so long as the Tenant is the original tenant under this lease, the Landlord will refund to the Tenant one half of the cost incurred by the Tenant in obtaining the Evaluation pursuant to clause 11.13.
- 11.19 If the Tenant does not exercise its option to terminate the lease in accordance with clause 11.18(g), then within the period of six months following the Tenant obtaining the Evaluation pursuant to clause 11.13 (or six months after the date on which the Landlord obtains an Evaluation pursuant to clause 11.15) (such period to be extended as reasonably necessary to accommodate any determination by the Expert Engineer), the Landlord must notify the Tenant whether or not it will undertake the Structural Works. If the Landlord notifies the Tenant that it will undertake the Structural Works, then together with that notice, the Landlord will at its cost provide the Tenant with full information in respect of the matters referred to in clauses 11.21(a), (b) and (c) to assist the Tenant's consideration of its agreements to those matters.
- 11.20 If the Landlord notifies the Tenant that it will undertake the Structural Works pursuant to clause 11.19, the notice from the Landlord shall set out the programme for the carrying out of the Structural Works. The Tenant shall not unreasonably withhold its approval to the programme if the duration for the carrying out of the Structural Works in the programme is consistent with the duration set out in the indicative programme approved or deemed to have been approved by the Tenant pursuant to clause 11.18(g).
- 11.21 If the Tenant provides its approval or is deemed to have provided its approval to the programme pursuant to clause 11.20, the parties will work together in good faith to agree:
- (a) the date by which the Structural Works should be completed including a sunset date (which shall be a date which is at the expiration of a reasonable period following the target completion date of the required programme, having regard to the nature and extent of the Structural Works), following which the Tenant may terminate this lease if the Structural Works are not completed by that sunset date (and, subject to its rights under the Agreement and this lease, the Tenant accepts that such termination is its sole remedy in respect of the event or events giving rise to the right of termination);
  - (b) how the Structural Works will be carried out with the minimal interference to the use and enjoyment of the premises by the Tenant;
  - (c) the areas of the premises which the Tenant needs to vacate (if any) and the abatement of annual rent that will apply during any period that the areas are vacated; and

- (d) any direct and reasonable costs incurred by the Tenant which will be met by the Landlord.
- 11.22 No costs involved in the Structural Works or related to the seismic rating of the Building (except the cost of the Tenant's Evaluation and the Tenant's share of the costs of the Expert Engineer) will be recoverable from the Tenant.
- 11.23 **Expert Engineer:**
- (a) The parties will work together in good faith to agree an appropriately qualified structural engineer to act as an expert if any dispute arises between the parties or their structural engineers in relation to clauses 11.11 to 11.31 except in respect of any disputes arising between the parties in relation to clause 11.21.
  - (b) If the parties cannot agree on the Expert Engineer within 10 working days of the Tenant providing notice to the Landlord pursuant to clause 11.14(a), then either party may request the President of the Institution of Professional Engineers New Zealand to appoint the Expert Engineer.
  - (c) The procedure which shall govern the proceedings for determining a dispute shall be agreed by the parties. Failing agreement within five working days after the appointment of the Expert Engineer, a party may request the Expert Engineer to establish a procedure in conjunction with the parties.
  - (d) The Expert Engineer shall be deemed to be acting as an expert and not as an arbitrator and referral of a dispute to the Expert Engineer shall not be a submission to arbitration and the provisions of the Arbitration Act 1996 shall not apply to such referral.
  - (e) The parties will equally share the costs of the Expert Engineer unless any party has acted capriciously in any of the matters under clauses 11.11 to 11.31, in which case the Expert Engineer may determine the manner in which these costs will be apportioned between the Landlord and Tenant.
- 11.24 If the Landlord decides to undertake the Structural Works, the Landlord will, at its cost:
- (a) direct its consultants to prepare plans and specifications which identify the Structural Works which are necessary to ensure that the Building will achieve at least the Required Standard, with the Landlord to keep the Tenant reasonably informed in respect of the preparation of such plans and specifications; and
  - (b) ensure that the plans and specifications are provided to the Tenant within two months (or within any further period agreed by the parties) of the Landlord's decision to undertake the Structural Works for the Tenant's approval.
- 11.25 The Tenant must provide its approval, or advise the Landlord of its objections if the Tenant withholds its approval, of the plans and specifications within two months (or such longer period as may be reasonably necessary) of receipt of the plans and specifications. The Tenant must approve the plans and specifications where the Tenant's structural engineer acting reasonably is satisfied that the Structural Works identified will ensure that the Building will achieve at least 90% of the Required Standard. If the Tenant withholds its approval:
- (a) the parties will consult and negotiate with a view to resolve the Tenant's objections; and
  - (b) if resolved, the Landlord will amend and provide the Tenant with the plans and specifications, with all amendments clearly identified, for the Tenant's approval. This clause 11.25 will apply in respect of the amended plans and specifications.

- 11.26 If the parties do not resolve the Tenant's objections within two months (or within any further period agreed by the parties) of the date that the Tenant gives the Landlord notice pursuant to clause 11.25, then either party may, at any time before the dispute is resolved, refer the dispute to the Expert Engineer who will make a determination which will be final and binding on the parties. The Expert Engineer will determine amendments required to the plans and specifications provided that such amendments will only be determined where necessary to ensure the Building will meet 90% of the Required Standard after the Structural Works. Following the Expert Engineer's determination, if applicable the Landlord will amend and provide the Tenant with the plans and specifications within one month with all amendments clearly identified, for the Tenant's approval. Clause 11.25 will apply in respect of the amended plans and specifications.
- 11.27 If during the development of, or following the Tenant's approval of, the plans and specifications, the Landlord, the Tenant, the Landlord's contractor, any of the Landlord's consultants, or any of the Tenant's consultants reasonably become aware of any matter which may have an impact on the ability of the Building to achieve 90% the Required Standard following the completion of the Structural Works, then the parties will agree the amendments (if any) required to the plans and specifications or the Structural Works which the parties' engineers consider necessary to ensure that following the completion of the Structural Works, the Building will achieve at least the Required Standard. If the parties cannot agree then either party may, at any time before the dispute is resolved, refer the dispute to the Expert Engineer who will make a determination which will be final and binding on the parties.
- 11.28 If:
- (a) the Landlord:
    - (i) gives the Tenant notice that it will not undertake the Structural Works under clause 11.19; or
    - (ii) fails to give the Tenant notice within the time required under clause 11.19; or
    - (iii) has not completed the Structural Works by the sunset date under clause 11.21(a); or
  - (b) the Landlord gives the Tenant a notice under clause 11.19 that it will undertake the Structural Works but the Landlord has not commenced undertaking the Structural Works by the date provided for in the programme approved under clause 11.20 for any reason,
- then the Tenant may in its sole discretion:
- (c) continue this lease regardless; or
  - (d) within three months of the relevant event under clauses 11.28(a) and (b) occurring, terminate this lease by giving not less than six months written notice to the Landlord advising the date on which this lease will terminate (and, subject to its rights under the Agreement and this lease, the Tenant accepts that such termination is its sole remedy in respect of the relevant event or events giving rise to the right of termination).
- 11.29 Within two months of practical completion of the Structural Works, the Landlord will, at its cost, provide the Tenant with independent verification acceptable to the Tenant (acting reasonably) that the Building will achieve at least 90% of the Required Standard.
- 11.30 If the independent verification provided to the Tenant in accordance with clause 11.29 establishes that the Building will achieve less than 90% of the Required Standard, then the Tenant may within two months of receipt of the independent verification terminate this lease on written notice to the Landlord advising the date on which this lease will terminate (and, subject

to its rights under the Agreement and this lease, the Tenant accepts that such termination is its sole remedy in respect of the event or events giving rise to the right of termination).

- 11.31 Either party may exercise any of its rights pursuant to clauses 11.11 to 11.30 notwithstanding how that party may have previously exercised or not exercised such rights. However, there shall only be one Evaluation for the Tenant in respect of any single event referred to in clause 11.13 unless in the reasonable opinion of the person who carried out the Evaluation acting independently and impartially a further Evaluation is required because of the occurrence of aftershocks or subsequent earthquakes or any other matter which could reasonably be expected to have affected the conclusions of the Evaluation, including by aggravating any damage caused by the event giving rise to the original Evaluation.
- 11.32 Nothing in clauses 11.11 to 11.31 will prejudice either party's rights or obligations pursuant to clauses 26 and 27 of this lease or will prohibit either party from obtaining at any time an evaluation of the Building for its own purposes provided however that any such evaluation does not constitute an Evaluation for the purposes of clause 11.11 to 11.31 and the Landlord will not be required to take any action in relation to any such evaluation obtained by the Tenant.

## 12. Notification of Defects

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- 12.2 If the Landlord has not remedied the defect or want of repair for which the Landlord is responsible (**Defect**) within a reasonable time after the Landlord has received the notice from the Tenant provided under clause 12.1, the Tenant will provide a further written notice advising the Landlord that it has a further 20 working day period within which to remedy the Defect.
- 12.3 If the Landlord has not remedied a Defect in the 20 working day period specified in the notice given pursuant to clause 12.2, the Tenant may, acting reasonably on giving a further five working days' notice to the Landlord, remedy the Defect in accordance with good industry practices and to a standard commensurate with the Building if the Landlord has not remedied the Defect within the further five working days.
- 12.4 Following a Defect being remedied by the Tenant pursuant to clause 12.3, the Tenant will, provided it has complied with clause 12.3, be entitled to recover from the Landlord all reasonable and actual external costs incurred by the Tenant in remedying the Defect including any legal and other consultant's costs (**Reasonable Costs**). Where the Tenant uses the Landlord's contractors, the costs charged by those contractors will be deemed to be Reasonable Costs but the Tenant will nevertheless use reasonable endeavours to negotiate competitive rates with those contractors.
- 12.5 The Landlord will pay all Reasonable Costs within 20 working days after the date that the Tenant provides the Landlord with a tax invoice identifying in sufficient detail the Reasonable Costs incurred and the calculation of those costs (**Due Date**). Subject to clause 12.6, if the Landlord fails to pay all Reasonable Costs on the Due Date, then the Landlord will pay interest on such amount at the default interest rate from the Due Date until the date of payment.
- 12.6 If the Landlord disputes that the Reasonable Costs are the reasonable and actual external costs incurred by the Tenant in remedying the Defect, including any legal and other consultants' costs, the Landlord must on or before the Due Date notify the Tenant in writing what the Landlord considers the Reasonable Costs to be and pay that amount, if any, to the Tenant on the Due Date.
- 12.7 If, within five working days following the receipt of the Landlord's notice under clause 12.6, the Landlord and the Tenant have not reached agreement as to the Reasonable Costs, either party may require the dispute to be determined in accordance with clause 43.
- 12.8 If the Reasonable Costs are agreed or determined and the Landlord fails to reimburse the Tenant for the Reasonable Costs by the Due Date, the Tenant may (at the Tenant's sole option and without prejudice to the Tenant's other rights and remedies against the Landlord)

set-off or deduct the agreed or determined Reasonable Costs and interest against future rent payments due under this lease provided that the Tenant will first give the Landlord 10 working days' notice of its intention to do so.

12.9 Without limiting the foregoing provisions of this clause 12, a fair proportion of the annual rent and outgoings (if any) shall, according to the nature and extent of the Defect, cease to be payable by the Tenant during the period commencing on the date on which the Tenant notifies the Landlord of the Defect and ending on:

- (a) where the Landlord remedies the Defect, the date on which the Defect is remedied; or
- (b) where the Tenant remedies the Defect in accordance with this clause 12, the earlier of:
  - (i) the date on which the Defect is remedied; and
  - (ii) the expiry of a reasonable period of time during which it could reasonably be expected that the Defect would have been remedied had the Tenant engaged as soon as practicable after the expiry of the further five working day period referred to in clause 12.3 a skilled and experienced contractor exercising good industry practice to remedy the Defect,

(and following expiry of that period the annual rent and outgoings (if any) shall again be payable by the Tenant in full in accordance with the terms of this lease).

12.10 Clauses 12.2-12.9 are subject to the parties' rights and obligations in respect of Defects under the Agreement.

## **16. Use of premises**

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### **16.2 Loads on floors and services**

The Tenant is not to bring into, move about, or remove from the premises, the Licenced Areas or the Building any safe or heavy article of greater weight or pressure than specified for the relevant part of the premises or the Building in the Holmes Floor Loading Schedule. Where any damage is caused to the premises, the Licenced Areas or Building arising from breach of this clause, then:

- (a) the Tenant must make good any such damage at its cost promptly after being notified about the damage or becoming aware of the damage and in accordance with good industry practices and to a standard commensurate with the Building; or
- (b) if the Tenant fails to make good any such damage promptly after being notified about the damage or becoming aware of the damage, the Landlord may elect to make good such damage, in which case the Landlord will be entitled to recover from the Tenant any reasonable and actual costs including any legal and other consultants' costs incurred by or on behalf of the Landlord in making good any such damage and, until such time as all such costs have been paid in full by the Tenant, such costs shall be deemed to form an addition to, and shall be recoverable as if they were part of, the annual rent then payable under this lease.

For the purposes of clause 16.2(b), the Landlord agrees that it will not elect to make good damage where, and for so long as, it is reasonably satisfied that the Tenant has made and implemented appropriate arrangements to make good the relevant damage as promptly as is possible in the circumstances in accordance with the requirements of clause 16.2(a).

### **16.3 Use of Common Areas**

In addition to the rights granted to the Tenant to use the Common Areas under this lease, the Tenant may at any time and from time to time during the Term request that the Landlord grant it a licence to use a Common Area for any purpose reasonably incidental to, and consistent with, its use and enjoyment of the premises and the Landlord agrees to grant such a licence where:

- (a) the grant of the licence would not cause it to be in breach of this lease or any other lease or licence granted to any other tenant of the Building; and
- (b) the proposed use of the Common Area is consistent with the standard and use of the Building and the premises and would not impede the use of the Common Area for the common purpose,

and provided that the terms of any such licence are to be determined by the Landlord (acting reasonably). The imposition of a licence fee or levy is deemed not to be a reasonable term for the purpose of this clause 16.3.

16.4 **Tenant to comply with Rules**

The Tenant must, and must use reasonable endeavours to ensure that all employees, customers, invitees and those for whom the Tenant is responsible, observe:

- (a) the Building Rules (excluding the Operating Protocols) and the Tenant acknowledges the rights of the Landlord, and the obligations of the Tenant, contained in them; and
- (b) to the extent not inconsistent with the Building Rules and to the extent applicable to the Tenant or such persons and in respect of the Licenced Areas and Common Areas, the Operating Protocols.

16.5 **Right for Landlord to vary Building Rules (excluding the Operating Protocols)**

- (a) The Landlord may from time to time make reasonable variations and additions to the Building Rules (excluding the Operating Protocols) provided that no such variation or addition is to derogate from the rights of the Tenant under this lease, the Licence or the Operating Protocols (including the rights of the Tenant to remain unfettered with regards to its box office, technical support for services and/or hospitality requirements at the premises).
- (b) In the event of any inconsistency between the terms of this lease and the Building Rules (excluding the Operating Protocols), the terms of this lease will prevail.

**19. Signage**

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- 19.1 The Landlord grants to the Tenant the right to place, affix, paint or exhibit (**Install**) any sign, name, name plate, signboard or advertisement (**Sign**) on the exterior of the Building and in the interior of the Building in accordance with the provisions of this clause 19.
- 19.2 Before installing any Sign on the exterior or interior of the Building, the Tenant will first obtain the prior approval in writing of the Landlord and of [VUW/NZSO] at the relevant time. The Landlord shall not withhold or unreasonably delay such approval to any proposed signage located within the areas outlined in the Signage Plans (and shall ensure that [VUW/NZSO] does not do so).
- 19.3 The parties acknowledge and agree that the Landlord, the Tenant and [VUW/NZSO] are required to reach agreement on the initial locations for the placement of their respective Signs on the exterior of the Building. The parties agree that:

- (a) the Landlord and the Tenant will negotiate in good faith with each other and [VUW/NZSO]; and
- (b) the Landlord will procure [VUW/NZSO] to negotiate in good faith with the parties,

to agree a mutually acceptable arrangement for the initial placement of Signs on the exterior of the Building, within the areas outlined in the Signage Plans, by the Landlord, the Tenant and [VUW/NZSO]. In the event that the Landlord, the Tenant and [VUW/NZSO] fail to reach agreement on the initial placement of Signs on the exterior of the Building within six months of the Commencement Date, then a dispute will be deemed to have arisen between the Landlord, the Tenant and [VUW/NZSO] and clauses 20.1, 20.2, and 20.3 of the Agreement shall apply in relation to the resolution of that dispute. The Landlord will procure [VUW/NZSO] to comply with the provisions of clauses 20.1, 20.2 and 20.3 of the Agreement in relation to the resolution of any such dispute. Once agreement for the initial placement of the Landlord's, the Tenant's, and [VUW's/NZSO's] Signs is reached (or determined pursuant to the Agreement), this clause 19.3 shall cease to operate for the remainder of the lease.

- 19.4 In the event that [VUW/NZSO] ceases to be a tenant of the Building, this clause 19 will be deemed to be varied to remove reference to [VUW/NZSO] and shall be interpreted as only applying between the Landlord and the Tenant, with the Tenant entitled to apply to the Landlord for approval to Install Signs on the interior and exterior of the Building in accordance with clause 19.2.

**20. Additions and Alterations**

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- 20.1 Add to the end of clause 20.1, "The Tenant shall pay all reasonable and proper professional fees reasonably incurred by the Landlord in assessing the proposed alterations or additions and perusing the plans and specifications."
- 20.1A The Tenant may not make any structural alterations or additions to any part of the premises or alter the external appearance of the Building without first obtaining the Landlord's prior written consent (which it may give or withhold in its absolute discretion).
- 20.2 The Tenant, when undertaking any "building work" to the premises (as that term is defined in the Building Act 2004), shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates (where required) pursuant to that Act and shall provide copies of such building consents and code compliance certificates for the building work to the Landlord. The Tenant shall obtain the relevant code compliance certificates for the building work (where required) as soon as reasonably possible after completion of the relevant building work.
- 20.3 The Tenant shall carry out all alterations and additions in a proper and tradesmanlike manner.
- 20.4 If the Tenant fails to obtain a code compliance certificate (where required) in accordance with clause 20.2 then the Landlord may (after giving notice in writing to the Tenant of the Landlord's intention) do everything to obtain that code compliance certificate (including carrying out any works required) at the Tenant's expense and all reasonable and proper costs so incurred by the Landlord will be payable by the Tenant upon demand being made by the Landlord in writing for those costs.
- 20.5 Notwithstanding anything to the contrary, but subject to clause 20.6, if any work is required to the premises or to the Building in order to ensure that on completion of any building work undertaken by the Tenant the premises or the Building meet, or will meet, the requirements of the Building Act 2004 then:
  - (a) to the extent that the work required is to the premises and is as a direct result of the building work undertaken by the Tenant, then the Tenant will at its cost carry out such work to the premises; and

- (b) to the extent that the required work relates to parts of the Building and the Land other than the premises, the Landlord will at its cost carry out such work (other than any costs which are recoverable under clause 20.1).

20.6 The Landlord shall not be deemed to be acting unreasonably or arbitrarily if it withholds or delays approval in accordance with clause 20.1 to alterations or additions proposed by the Tenant, if:

- (a) it is reasonably probable that such alterations or additions will require the Landlord to carry out work pursuant to clause 20.5(b); and
- (b) acting reasonably the Landlord determines that it would be uneconomic for the Landlord to carry out such work.

### **23. Insurance**

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23.2 Not used.

23.3 Despite clause 23.1:

- (a) where:
  - (i) the Landlord is unable to obtain insurance cover for the Building on a replacement basis at a cost that Landlord reasonably considers to be economic, the Landlord's obligation pursuant to clause 23.1 will be satisfied by the Landlord holding cover on an indemnity basis; and/or
  - (ii) no cover is available for a particular risk (at a cost that the Landlord reasonably considers to be economic) then the Landlord shall not be in breach of its obligation pursuant to clause 23.1 by not insuring against such risk; and
- (b) the Landlord will notify the Tenant in writing, within a reasonable time, of any material changes to the Landlord's insurance policy.

#### **23.4 Tenant's Insurance**

- (a) The Tenant shall take out and keep current at all times:
  - (i) a policy or policies of public liability insurance policy for an amount that is not less than (per claim and in the aggregate) the amount stipulated in Item 16 in the First Schedule; and
  - (ii) a policy or policies for the full insurable value on a reinstatement basis against all insurable risks covering all additions or alterations to the premises or to the Building (where expressly required under this lease) made by the Tenant and all of the Tenant's Fixtures and Fittings and any plant and equipment in the Building owned by the Tenant. However, where the Tenant is unable to obtain insurance cover for the Tenant's Fixtures and Fittings and any plant and equipment on a reinstatement basis at a cost that the Tenant reasonably considers to be economical, the Tenant's obligation pursuant to clause 23.4 will be satisfied by the Tenant holding cover on an indemnity basis.

Such policies shall be effected with a reputable insurance company and on terms acceptable to the Landlord (acting reasonably) and the Tenant will if requested provide the Landlord from time to time with copies of policies and certificates of currency and evidence of payment of the last premium.

## 27. Partial Destruction

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- 27.1A Despite anything to the contrary in this clause 27, in circumstances where the premises or any portion of the building of which the premises may form part suffers material structural damage but not so as to render the premises untenable and no insurance moneys are received or receivable by the Landlord because the Landlord does not have insurance cover at the relevant time or the insurance moneys received or receivable by the Landlord are inadequate (for any reason), then:
- (a) within three months of the date of damage, the Landlord shall notify the Tenant whether or not the Landlord will repair such damage or reinstate the premises or the building; and
  - (b) if the Landlord:
    - (i) notifies the Tenant that it will repair such damage or reinstate the premises or the building, then the Landlord will be deemed to have received adequate insurance moneys for the repair or reinstatement and the provisions of this clause 27 shall apply accordingly;
    - (ii) notifies the Tenant that it will not repair such damage or reinstate the premises or the Building, then this lease shall terminate at once on the date of receipt of such notice without prejudice to the rights of either party against the other; or
    - (iii) fails to notify the Tenant under clause 27.1A(a), then this lease shall terminate at once on the date that is three months and one day after the date of damage without prejudice to the rights of either party against the other.
- 27.4 If any necessary permit or consent shall not be obtainable or, except in the case where clause 27.1A applies, the insurance moneys received by the Landlord shall be inadequate for the repair or reinstatement in consequence of some act or default of the Tenant, the term shall at once terminate but without prejudice to the rights of either party against the other.

## 28. Cancellation

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- 28.2 For the purposes of clause 28.1, "rent" means all sums payable by the Tenant from time to time under this lease.

## 32. Renewal of Lease

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- 32.1 The Tenant will provide preliminary notice to the Landlord of its intention to renew this lease at least 12 months before the end of the Term (**Preliminary Notice**).
- 32.2 If the Tenant fails to provide a Preliminary Notice pursuant to and in accordance with clause 32.1, the Landlord will provide written notice to the Tenant requesting advice as to whether or not the Tenant intends to renew the lease (**Landlord's Notice**). If the Tenant does not respond to the Landlord within 20 working days of receipt of the Landlord's Notice with a written notice confirming whether or not it, the Tenant, intends to renew the lease (**Reply Notice**), the Tenant will be deemed to have waived its right to renew the lease from the renewal date.
- 32.3 If the Tenant provides the Preliminary Notice in accordance with clauses 32.1 or the Reply Notice in accordance with 32.2 and provided the Tenant is not in breach of this lease, the Landlord will, no later than nine months before the end of the Term, give written notice to the Tenant specifying the annual rent proposed as the current market rent as at the renewal date.

- 32.4 If the Tenant proposes to renew the lease, the Tenant will, no later than the later of six months before the end of the Term or 1 month after the date of the Landlord's notice pursuant to clause 32.3, provide written notice to the Landlord:
- (a) accepting the current market rent proposed in accordance with clause 32.3, and exercising the right of renewal; or
  - (b) disputing the annual rent proposed and specifying the annual rent proposed by the Tenant as the current market rent, in which case the rent will be determined in accordance with clause 2.2 (with the words "service of the Recipient's notice on the Initiator" being replaced with "receipt of the notice provided under clause 32.4(b)").
- 32.5 Where the new rent has been determined in accordance with clause 2.2, the Tenant will, within 14 working days of receipt of notice of the new rent, provide written notice to the Landlord as to whether or not the Tenant will exercise the right of renewal.
- 32.6 The renewal and rent review will be recorded in a deed to be prepared by the Landlord's solicitors.
- 32.7 The parties will use all reasonable endeavours to ensure, if applicable, that the processes set out above are completed by the renewal date. If, despite such endeavours, the processes are not complete by that date, the initial term will be deemed to be extended by such period as is necessary to complete them and, for clarity, the provisions of this lease will apply in all respects to such extended period.
- 32.8 The annual rent payable by the Tenant following the renewal date and pending the determination of the new rent payable from the renewal date shall be the annual rent payable by the Tenant immediately prior to the renewal date (**Interim Rent**).
- 32.9 If:
- (a) the Tenant exercises its right to renew, an appropriate adjustment shall be made to reflect the new rent payable from the renewal date. Any overpayment by the Tenant shall be applied in payment of the next month's rent and any amount then remaining shall immediately be refunded to the Tenant. Any shortfall in payment shall be payable by the Tenant within 10 working days of the determination of the new rent payable from the renewal date; or
  - (b) the Tenant does not exercise its right to renew pursuant to clause 32.5, the lease shall terminate on the date that is three months following the date of the Tenant's notice pursuant to 32.5. The Tenant shall continue to pay the Interim Rent for the premises from the date of the Tenant's notice until the date of termination.

**41. Land Transfer Title and Mortgagee Consent**

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- 41.1 If requested by the Tenant, the Landlord will do all acts or things reasonably necessary to enable this lease to be registered provided that the Tenant meets the reasonable and proper costs of the registration.

**47 Definitions and Interpretation**

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47.2 **Definitions continued**

In this lease:

- (w) **Additional Licence Period** means any period or periods which may be available for, and allocated to the Tenant, as an additional booking period for which it is to use the Licensed Area, as set out in the Operating Protocols.
- (x) **Agreement** means the Collaboration and Redevelopment in respect of the Building between the Landlord, the Tenant and another tenant of the Building pursuant to which this lease was granted.
- (y) **Annual Rent** or **annual rent** means the total of the Premises Rent and Car Park Rent on a per annum basis, each of which is subject to review as part of the annual rent in accordance with this lease.
- (z) **Authority** means any local body, government or other authority having jurisdiction or authority over, or in respect of, the Building or the premises.
- (aa) **Building** or **building** means the Landlord's building and fixed improvements on the Land, being the Wellington Town Hall.
- (bb) **Building Performance Criteria** means the building performance criteria attached to this lease as the Eleventh Schedule.
- (cc) **Building Rules** means the rules for the use and occupation of the building as set out in the Seventh Schedule (as the same may be modified from time to time in accordance with clause 16.5).
- (cd) **Car Park Rent** means the amount specified as such in the Eighth Schedule.
- (ee) **Civic Precinct** means the area bounded by Victoria Street, Wakefield Street, Jervois Quay and Harris Street, Wellington which is comprised of the land more particularly described in Certificate of Title 724107.
- (ff) **Holmes Floor Loading Schedule** means the agreed floor loading specification prepared by Holmes Consulting attached to this lease as the Thirteenth Schedule.
- (gg) **Initial Fitout** means all fitout installed or brought onto the premises by or on behalf of the Tenant as at the Commencement Date, which are identified as such in the Twelfth Schedule.
- (hh) **Land** means the land situated at 109 Wakefield Street, Wellington, being part of the land more particularly described in Certificate of Title 724107.
- (ii) **lease** means this deed of lease and, unless inconsistent with the context, excludes the Licence.
- (jj) **Lease Year** means 1 January to 31 December in each year.
- (kk) **Licence** means the grant of the licence of the Licenced Areas from the Landlord to the Tenant in accordance with the Licence Rights, which grant is to be coterminous with the term of this lease.
- (ll) **Licenced Areas** has the meaning given to it in the Operating Protocols.
- (mm) **Licence Equipment** means all equipment, chattels and other items of the Tenant and brought into the Licenced Areas and used by the Tenant in carrying out the Licence Use.
- (nn) **Licence Rights** means the rights granted to the Tenant pursuant to clause 50 and the corresponding benefits directly or indirectly accruing to the Tenant pursuant to such

rights, including the right to use the Licenced Areas in accordance with the Operating Protocols.

- (oo) **Licence Use** means the business use applicable to the Licence Rights, as described in the First Schedule.
- (pp) **Operating Protocols** means the operating protocols which apply to the Tenant's use of the Licenced Areas in accordance with the Licence Rights as attached at the Fourteenth Schedule, and as amended or replaced by agreement between the Landlord, the Tenant, and [VUW/NZSO] from time to time.
- (qq) **normal business hours** means being 8.00am to 9.00pm on any working day.
- (rr) **Plans** mean the plans in respect of the premises and Licenced Areas forming part of the Reference Schedule.
- (ss) **Premises Rent** means the amount specified as such in the Eighth Schedule, which includes the rent payable for the premises together with the licence fee for the Licenced Areas for the Reserved Periods.
- (tt) **Reference Schedule** means the reference schedule describing the premises and the Licenced Areas attached as the Ninth Schedule and includes the Plans.
- (uu) **Reserved Periods** means the period allocated to each Tenant as a fixed and reserved entitlement in each Lease Year of the Term in which the Tenant may exercise the Licence Rights, including for it to use the Licenced Areas, as provided in the Operating Protocols.
- (vv) **Signage Plans** means the plan attached to this lease as Schedule 10 which define the locations on the exterior of the Building where external signage may be placed, as varied from time to time.
- (ww) **Soft Fitout** means:
- (i) the mobile furnishings, furniture, appliances and equipment; and
  - (ii) any other moveable items,
- owned by the Tenant and placed in the premises from time to time.
- (xx) **Tenant's Fixtures and Fittings** means the Tenant's fixtures and fittings on or in the premises, including the Initial Fitout and all signs of the Tenant, unless inconsistent with the context, the Soft Fitout, which, as at the Commencement Date, are described in the Twelfth Schedule.
- (yy) **Term** means, as applicable:
- (i) the term of this lease, including any renewed term (if applicable); and
  - (ii) the term of the Licence, which is coterminous with the term of this lease.
- (zz) **Wellington Town Hall** means the Wellington Town Hall building, situated on the Land (together with any extension or alterations subsequently made by the Landlord) and where not inconsistent with the context, reference to the Building or building includes reference to the Wellington Town Hall.
- (aaa) **working day** means any day excluding:

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- (i) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day and the day observed as Wellington anniversary day;
- (ii) a day in the period commencing with 24 December and ending with 5 January the following year; and
- (iii) the days observed as Waitangi Day or Anzac Day under section 45A of the Holidays Act 2003.

#### **48. Health and Safety at Work Act 2015**

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- 48.1 Each party will comply with its obligations pursuant to the Health and Safety at Work Act 2015 in respect of the premises and the Building and their use in the premises as part of a workplace including without limitation:
- (a) ensuring, so far as is reasonably practicable, that the workplace, and the means of entering and exiting the workplace, are without risks to the health and safety of any person;
  - (b) ensuring that all significant hazards at the premises are identified and eliminated where reasonably practicable, or isolated where elimination is impractical, or minimised where elimination or isolation is not reasonably practical;
  - (c) establishing and maintaining a documented health and safety management plan, which the parties shall periodically review, to ensure the health safety of its workers and any other person at the premises; and
  - (d) conforming with any code of practice and regulations promulgated in respect of the particular work or activity being undertaken at the premises.
- 48.2 The parties must, so far as is reasonably practicable, consult, cooperate with, and co-ordinate activities with each other on health and safety matters relating to the premises and the Building.

#### **49. Unit Titling**

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- 49.1 The Landlord shall not undertake a stratum subdivision or a unit title subdivision of the property during the Term without the Tenant's prior written consent.

#### **49A Landlord Capacity**

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- 49A.1 The Tenant acknowledges and agrees that the Landlord as at the commencement date has a range of statutory and regulatory powers and functions which it may exercise or must fulfil and nothing in this lease will be construed as:
- (a) limiting the Landlord, or fettering the discretion of the Landlord, in the exercise of its statutory and regulatory powers and functions; or
  - (b) requiring the Landlord to exercise its statutory and regulatory powers and functions in a particular way.

## 50. Licence of Licenced Areas

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### Grant of Licence and Licence Rights

- 50.1 The Landlord grants the Tenant a non-exclusive licence to use the Licenced Areas for the Licence Use for the Term and during the Reserved Periods on the terms and conditions contained in this clause 50 and the Operating Protocols.

### Application of relevant lease provisions to the Licence

- 50.2 While the Tenant's rights under the Licence and clause 50.1 are by way of licence and do not confer exclusive rights of occupation or any other rights that would apply to the grant of a leasehold interest, in the following clauses certain of the provisions of the lease are deemed to apply to the Tenant's licence of the Licenced Areas. In using the Licenced Areas for the Licence Use the Tenant will not do or permit any act or omission of any nature that is inconsistent with its rights and obligations as licensee as provided in this Licence.

- 50.3 For clarity to the extent the following clauses deem the application of certain lease provisions, these will apply and be interpreted with all necessary modifications:

- (a) such as for all references to premises to be to the Licenced Areas; and
- (b) so as to only be consistent with the Tenant's rights as licensee only of the Licenced Areas,

and their application (as so modified) is expressly limited to the extent this is consistent with Tenant's right to only use the Licenced Areas for the Licence Use.

### Coterminous Term for all licences

- 50.4 This Licence, and any other licence granted under this lease, is coterminous with the lease and will:

- (c) only subsist for the Term of the lease, including any renewed term if the Tenant exercises its right of renewal under the lease. The automatic renewal of this Licence, and any other licence granted under this lease, if applicable, will be recorded in the deed of renewal relating to the lease;
- (d) terminate automatically if the lease is terminated, surrendered or otherwise determined; and
- (e) if the Landlord permits the Tenant to continue to use the Licenced Areas beyond the expiry of the Term, the holding over provisions of the lease will apply.

### Reciprocal default application for all licences

- 50.5 A default by the Tenant:

- (a) under the lease is deemed to be a default under this Licence and any other licence granted under this lease; and
- (b) under this Licence or any other licence granted under this lease is deemed to be a default under the lease,

so, if the Landlord is entitled to take any action or exercise any right or remedy for a default under the lease or this Licence or any other licence granted under this lease, as the case may

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be, such as re-entering the premises or the Licenced Areas or any other area the subject of a licence and terminating the lease or this Licence or any other licence granted under this lease, then the Landlord will be entitled to take similar action and exercise similar rights under the lease, this Licence and any other licence granted under this lease.

#### **Operating Protocols**

- 50.6 The Operating Protocols apply to this Licence. The Landlord (as WCC under the Operating Protocols) and the Tenant (as a licensee under the Operating Protocols) covenant to each other to respectively comply with the Operating Protocols and the Tenant's use of and rights in respect of the Licenced Areas are subject to it complying at all times with the Operating Protocols.

#### **Consumables**

- 50.7 The Tenant will pay all costs and charges for consumables that it uses in or in relation to the Licenced Areas in accordance with the Operating Protocols. To the extent not inconsistent with the Operating Protocols, clause 3 of the lease will apply to this obligation as if all reference to the premises were reference to the Licenced Areas.

#### **Insurance**

##### ***Public Liability Insurance***

- 50.8 The public liability policy required to be taken out and kept current by the Tenant under clause 23.4 shall extend to and include (inter alia) liability for damage to or destruction arising directly as a consequence of:
- (a) any fire, explosion or other hazard emanating from the Licence Equipment which resulted from the negligence or breach of duty of the Tenant;
  - (a) the use or operation the Licence Equipment; or
  - (b) any act or default of the Licensee or any person for whom the Licensee is responsible.

##### ***Liability in respect of Landlord's increased or additional premiums***

- 50.9 The Tenant will, on demand, pay to the Landlord any increased or additional premiums payable by the Landlord for insurance covers effected by the Landlord to the extent such increase or additional premium is by reason of or in consequence of any default of the Tenant in respect of this Licence.
- 50.10 Not used.

#### **Goods and services tax**

- 50.11 The provisions in the lease relating to GST apply to this Licence.

#### **Extent of, and limitations to, Licence Rights**

- 50.12 Subject to the restrictions, limitations and reservations set out in this Licence and without limiting clauses 50.2 and 50.3, the rights granted by this Licence shall encompass the following rights during the Reserved Periods and any Additional Licence Period:
- (a) the right to carry on the Licensed Use from the Licenced Areas and not for any other use or purpose whatsoever, and

- (b) the non-exclusive right to have access through the Common Areas to the Licenced Areas for the purposes of undertaking the Licenced Use, but subject to compliance with the security procedures and requirements of the Landlord (including approval of and identification of personnel carrying out an undertaking and who are having or are intending to have access to the Licenced Areas);

50.13 Not used.

50.14 All such Licence Rights rest in contract only and, without limiting clause 50.2, do not create in or confer upon the Tenant any tenancy, estate or interest whatsoever in or over the Licenced Areas. Such rights of the Tenant shall be those of a licensee only and do not comprise or include any further or other right.

#### Use

50.15 The Tenant may exercise the Licence Rights during the Reserved Periods and any Additional Licence Period and operate the Licence Equipment and plant, machinery and equipment of the Landlord during those periods (except in the case of any emergency (including fire, power failure, hazard or potential hazard)), subject to:

- (a) the Tenant's compliance with the reasonable directions of the Landlord relating to the security of the Building and the Civic Precinct;
- (b) the safety and security of any person authorised to enter the Building;
- (c) the systems utilised for controlling ingress and egress to the Building; and
- (d) the Tenant's payment, performance and observance of the obligations, covenants, conditions, agreements, restrictions and indemnities specified in or implied by this Licence.

#### Risk

50.16 The Tenant acknowledges that:

- (a) to the extent permitted at law, the Tenant and all persons authorised by the Tenant to have access to the Licenced Areas, to enter the Building and to use the Licenced Areas for the purpose of the Licence Use do so at their own risk in all things; and
- (b) except in the case of negligence or breach by the Landlord, the Landlord shall not in any way be responsible for or liable to the Tenant for any loss of or damage to the Licence Equipment howsoever sustained or caused and the Landlord shall not in any way be responsible for or liable for the theft or loss of any of the Licence Equipment.

#### Compliance

50.17 Not used.

50.18 Not used.

50.19 Not used.

50.20 The Tenant shall in respect of the use and occupation of the Licenced Areas, all Licence Equipment brought onto the Licenced Areas and the installation, use, maintenance and operation of the Licence Equipment brought onto the Licenced Areas, at all times and at its own cost and expense:

- (a) comply with the requirements of all Authorities and with all applicable provisions of all statutes, regulations, by-laws, plans and rules,
- (b) obtain and comply with such authorisations, approvals and permits as may from time to time be required by law or pursuant to the requirements of any Authority; and
- (c) ensure that the use of the Licenced Areas and Licence Equipment does not cause any interference with or disturbance of any occupier in the Building that would be in breach of the Building Rules and/or the Operating Protocols.

#### **Health and Safety and notification of defects**

- 50.21 The Tenant acknowledges and will comply with all aspects of the Operating Protocols and the Building Rules dealing with the health and safety of persons in or accessing the Licenced Areas pursuant to this Licence.
- 50.22 The Tenant will promptly bring to the attention of the Landlord any damage, breakage or defect in or to the Building, a Licenced Area or both and arising as a result of, or reasonably becoming evident to the Tenant during, its use of the Licenced Areas in accordance with this Licence, as well as any circumstances likely to cause any damage or injury to property or persons.

#### **Further provisions in respect of Licence Equipment**

- 50.23 The Tenant may, during the Reserved Periods and any Additional Licence Period:

- (a) bring onto the Licenced Areas; and/or
- (b) install in the Licenced Areas,

the Licence Equipment, but always in accordance with the Operating Protocols and Building Rules. Unless otherwise agreed by the Landlord or permitted under the Operating Protocols, at the end of such periods the Tenant will remove the Licence Equipment from the Licenced Areas without causing any damage or disfiguration to the Licenced Areas (without limiting the Tenant's obligations under the Operating Protocols in respect of its use of the Licenced Areas) and leaving them in a good and clean and tidy condition (fair wear and tear excepted).

#### **Assignment and subletting**

- 50.24 The provisions in the lease relating to assignment and subletting (clauses 33.1 to 33.3) apply to this Licence and any other licence granted under this lease, provided that short term casual hiring of parts of the Licenced Areas by the Tenant will not constitute subletting or a parting of possession for the purposes of this clause.

#### **Damage or destruction to Wellington Town Hall, including Licenced Areas**

- 50.25 The provisions of the lease relating to total or partial damage or destruction of the Building and no access in an emergency (clauses 26.1 to 27.6) apply to this licence and any other licence granted under this lease (to the extent applicable).

#### **Default**

- 50.26 The provisions in the lease relating to the Tenant's default, including the Landlord's rights of cancellation, essentiality of payments and repudiation (clauses 28.1 to 30.1), apply to this Licence and any other licence granted under this lease.

#### **Unit Title Provisions**

- 50.27 The "Unit Title Provisions" in the lease (clauses 34.1 to 34.7) apply to this Licence and any other licence granted under this lease (to the extent applicable).

#### General provisions

- 50.38 All of the "General" provisions of the lease (clauses 36.1 to 46.1) apply to this Licence and any other licence granted under this lease (to the extent applicable).

### 51. Right of First Refusal

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- 51.1 For so long as [Victoria University of Wellington/New Zealand Symphony Orchestra] is the Tenant under this lease, the following further provisions will apply and, in the event of conflict, prevail over any other provision in the lease:
- (a) Clauses 51.2 to 51.4 shall apply in respect of any lettable space in the Building (including the premises or any part thereof), excluding the Mayoral Suite (being the area of the Building described in the Reference Schedule and depicted on the Premises Plans as the 'Mayoral Suite') ('**Available Space**'), subject to clauses 51.9 and 51.10.
  - (b) Clauses 51.5 to 51.8 shall apply in respect of the Mayoral Suite, which is occupied by the Landlord as at the Commencement Date, subject to clauses 51.9 and 51.10.

#### Available Space

- 51.2 If at any time during the Term or any holding-over of the lease by the Tenant the Available Space becomes available for lease and the Landlord wishes to lease out the Available Space, and the Tenant has duly and punctually observed the terms of this lease, the Landlord will first offer any new lease of the Available Space to the Tenant on the following terms and conditions:
- (a) the Landlord will give notice in writing to the Tenant specifying the terms and conditions on which the Landlord would be prepared to lease the Available Space (the **Available Space Notice**) to the Tenant;
  - (b) the Tenant may within 25 working days after the receipt of the Available Space Notice (time being of the essence) (**Notice Period**) give notice in writing to the Landlord of the Tenant's intention to take on a lease of the Available Space upon the terms and conditions specified in the Available Space Notice; and
  - (c) the giving of the Available Space Notice and the giving of the notice by the Tenant pursuant to clause 51.2(b) together constitute an agreement to lease the Available Space upon the terms and conditions specified in the Available Space Notice, and to the extent not rendered redundant by the Available Space Notice, otherwise on the terms and conditions of this lease (except for rent). The parties will then take all necessary steps to complete a formal deed of lease promptly or where this lease remains current, a variation of this lease to incorporate the Additional Space.
- 51.3 If the Tenant:
- (a) does not within the Notice Period give a notice under 51.2(b); or
  - (b) at any time within the Notice Period gives a notice under 51.2(b) that it does not wish to take on a lease of the Available Space on the terms and conditions specified,
- then for the nine month period from:
- (c) the expiration of the Notice Period; or

- (d) the date on which the Tenant gives a notice under clause 51.2(b) that it does not wish to take on a lease of the Available Space,

(whichever is the first to occur), the Landlord will be at liberty to lease the Available Space to any other person on such terms and conditions which (when viewed as a whole) are no more favourable to a tenant than the terms and conditions set out in the Available Space Notice and the terms and conditions of this lease (except for rent), if applicable.

- 51.4 If, during such nine month period the Landlord proposes to lease any part of the Available Space on terms and conditions which (when viewed as a whole) are more favourable to a tenant than those set out in the Available Space Notice or the nine month time period has elapsed, the right of first refusal under clause 51.2 will then apply.

#### Mayoral Suite

- 51.5 If at any time during the Term or any holding over of the Lease by the Tenant:

- (a) the Mayoral Suite becomes available for lease and the Landlord wishes to lease out the Mayoral Suite;
- (b) the Tenant has duly and punctually observed the terms of this lease; and
- (c) [VUW/NZSO] has duly and punctually observed the terms of its lease,

then clause 51.6 shall apply.

- 51.6 Where clause 51.5 applies:

- (a) the Landlord shall provide the Tenant and [VUW/NZSO] (and no other party) with 30 working days' notice prior to it vacating the Mayoral Suite, such notice to specify the terms and conditions on which the Landlord would be prepared to lease the Mayoral Suite to the Tenant and/or [VUW/NZSO] (**Mayoral Suite Notice**);
- (b) following receipt of the Mayoral Suite Notice, the Tenant shall enter into discussions with [VUW/NZSO] with a view to reaching agreement on how they will divide occupancy of the Mayoral Suite within 30 working days after the receipt of the Mayoral Suite Notice. Such occupancy may be by either the Tenant on a sole basis, [VUW/NZSO] on a sole basis, or shared by those parties;
- (c) the Tenant, upon reaching agreement with [VUW/NZSO] on the occupancy of the Mayoral Suite (subject to the terms and conditions specified in the Mayoral Suite Notice), shall notify the Landlord of such occupancy agreement within 30 working days after the receipt of the Mayoral Suite Notice (**Mayoral Suite Notice Period**);
- (d) the Landlord shall within 10 working days of receipt of a notice under clause 51.2(c) notify the Tenant and [VUW/NZSO] whether it approves the occupancy agreement reached between the Tenant and [VUW/NZSO] (such approval not to be unreasonably withheld), provided that:
  - (i) if the Landlord approves, then clause 51.6(e) applies; and
  - (ii) if the Landlord does not approve, then clause 51.7 applies; and
- (e) where the Landlord has approved the occupancy agreement pursuant to clause 51.6(d), then the giving of the Mayoral Suite Notice for the Mayoral Suite, and the notice given by the Landlord pursuant to clause 51.6(d) together constitute an agreement to lease the Mayoral Suite upon the terms and conditions specified in the Mayoral Suite Notice and the notice given by the Landlord under clause 51.6(d). Where the Tenant is party to

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such agreement to lease, the Tenant and the Landlord (together with [VUW/NZSO], where [VUW/NZSO] is party to such agreement to lease) will then take all necessary steps to complete a formal deed of lease promptly on the approved terms.

51.7 If the Tenant

- (a) does not within the Mayoral Suite Notice Period reach agreement with [VUW/NZSO];
- (b) does not within the Mayoral Suite Notice Period give a notice under 51.6(c); or
- (c) at any time within the Mayoral Suite Notice Period gives a notice that it does not wish to take on a lease of the Mayoral Suite on the terms and conditions specified,

or the Landlord does not accept the occupancy agreement between [VUW/NZSO] and the Tenant pursuant to clause 51.6(d), then for the nine month period from the expiration of the Mayoral Suite Notice Period, the Landlord will be at liberty to lease the Mayoral Suite to any other person (other than [VUW/NZSO]) on such terms and conditions which (when viewed as a whole) are no more favourable to a tenant than the terms and conditions set out in the Mayoral Suite Notice and the terms and conditions specified in the notice given under clause 51.6(d), if applicable.

51.8 If, during such nine month period the Landlord proposes to lease any part of the Mayoral Suite on terms and conditions which (when viewed as a whole) are more favourable to a tenant than those set out in the Mayoral Suite Notice and the terms and conditions specified in the notice given under clause 51.6(d), or the nine month time period has elapsed, the right of first refusal under clause 51.6 will then apply.

51.9 Where clauses 51.5(a) to (b) apply, but clause 51.5(c) does not apply, then the Landlord shall not be required to provide the Mayoral Suite Notice jointly to the Tenant and [VUW/NZSO] pursuant to clause 51.6. Instead, the Landlord shall only be required to deal with the Tenant, such that clauses 51.2 to 51.4 shall apply as if references to the Available Space include the Mayoral Suite and clauses 51.5 to 51.8 cease to apply.

51.10 In the event that [VUW/NZSO] ceases to be a tenant of the Building, this clause 51 will be deemed to be varied to remove reference to [VUW/NZSO], and clauses 51.2 to 51.4 shall apply as if references to the Available Space include the Mayoral Suite and clauses 51.5 to 51.9 cease to apply.

**Municipal Office Building**

51.11 For so long as [VUW/NZSO] is the Tenant under this lease, if at any time during the Term (**RFR Term**) the Landlord wishes to lease to any person all or any part of [Level 1 and the relevant part of Level 2 [for NZSO]] / [the relevant part of Level 2, Level 3, Level 4, Level 5 or Level 6 [for VUW]] as shown on the plan attached as the Fifteenth Schedule (**RFR Premises**) of:

- (a) the building known as at the date of this Lease as the "Municipal Office Building" situated on the Land; or
- (b) any redeveloped or new building constructed substantially on the site of the "Municipal Office Building" (to the extent it has levels or areas which are equivalent or similar to the RFR Premises),

(**Municipal Office Building**), then, provided the Tenant has duly and punctually observed the terms of this lease, clause 51.12 shall apply.

51.12 Where clause 51.11 applies:

- (a) the Landlord shall first offer to lease the RFR Premises to the Tenant by delivering to the Tenant a written notice offering to lease the RFR Premises to the Tenant and setting out all of the terms and conditions upon which the Landlord is prepared to lease the RFR Premises (**Offer**);
- (b) the Tenant shall have a period of 60 working days from receipt of the Offer (**Offer Period**) within which to accept the Offer by notifying the Landlord (**Acceptance Notice**);
- (c) if the Tenant gives an Acceptance Notice within the Offer Period, then the Landlord and the Tenant shall be lawfully bound by the Offer, and the Landlord shall lease and the Tenant shall take on lease the RFR Premises on the terms and conditions of the Offer; and
- (d) if the Tenant does not accept the Offer within the Offer Period, then for a nine month period from the earlier of:
  - (i) the date of expiry of the Offer Period; and
  - (ii) the date the Tenant notifies the Landlord in writing that it does not wish to accept the Offer.

the Landlord may lease the RFR Premises to any other person, provided that the terms and conditions of any such lease (**Third Party Offer Terms**) are not more favourable to a tenant than those set out in the Offer. If the Landlord wishes to offer Third Party Offer Terms that are more favourable to a tenant than those set out in the Offer, the Landlord must first re-offer to lease the RFR Premises to the Tenant on those Third Party Offer Terms. Any re-offer shall be made by the Landlord delivering to the Tenant a further offer specifying the Third Party Offer Terms. The provisions of this clause 51.12 shall apply to each such re-offer as if it were the first Offer provided that the "Offer Period" in 51.12(b) shall be 20 working days.

- 51.13 For so long as [VUW/NZSO] is the Tenant under this lease, if the Landlord (or any successor in title) wishes to dispose in any way (including by sale, transfer or lease) of all or part of its interest in the Municipal Office Building during the RFR Term, the Landlord must, unless the disponent also takes a transfer of the Landlord's rights and obligations under this lease, first obtain from such disponent a deed of covenant in favour of the Tenant (on terms acceptable to the Tenant, acting reasonably) requiring the disponent to comply with the Landlord's obligations under clauses 51.11 to 51.13 (and upon entry into such deed clauses 51.11 to 51.13 will cease to have any further force or effect).

## FOURTH SCHEDULE

### GUARANTEE

**IN CONSIDERATION** of the Landlord entering into the lease at the Guarantor's request the Guarantor:

- (a) Guarantees payment of the rent and the performance by the Tenant of the covenants in the lease.
- (b) Indemnifies the Landlord against any loss the Landlord might suffer should the lease be lawfully disclaimed or abandoned by any liquidator, receiver or other person.

**THE GUARANTOR** covenants with the Landlord that:

1. No release delay or other indulgence given by the Landlord to the Tenant or to the Tenant's successors or assigns or any other thing by which the Guarantor would have been released had the Guarantor been merely a surety shall release prejudice or affect the liability of the Guarantor as a guarantor or as indemnifier.
2. As between the Guarantor and the Landlord the Guarantor may for all purposes be treated as the Tenant and the Landlord shall be under no obligation to take proceedings against the Tenant before taking proceedings against the Guarantor.
3. The guarantee and indemnity is for the benefit of and may be enforced by any person entitled for the time being to receive the rent.
4. An assignment of the lease and any rent review in accordance with the lease shall not release the Guarantor from liability.
5. Should there be more than one Guarantor their liability under this guarantee and indemnity shall be joint and several.
6. The Guarantee and indemnity shall extend to any holding over by the Tenant.



**FIFTH SCHEDULE**  
**Landlord's Fixtures and Fittings**

(Subclause 47.1(f))

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**SIXTH SCHEDULE**  
**Premises Condition Report**

(Subclause 8.1)

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## SEVENTH SCHEDULE

### Rules of the Building

#### Preamble

The Rules set out in this Schedule are made for the safety, care, operation, security and cleanliness of the building and for the preservation of good order, safety and comfort of tenants and occupiers in and visitors to the building.

#### 1. Ejection of rubbish or other articles

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The Tenant must not drop or throw or permit to be dropped or to be thrown or to fall any article from or out of the premises, the Common Areas or the roof of the building or into the lift wells or any public areas and must not place any article upon any sill, ledge or other like part.

#### 2. Eviction

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The Landlord reserves the right to exclude or evict from the building any person who in the opinion of the Landlord is under the influence of intoxicating liquor or drugs or who in any manner wilfully does any act in violation of these Rules.

#### 3. Goods delivery

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The Tenant will use for all movement of goods or articles of bulk or quantity only parts of the premises and Common Areas at the times that the Landlord directs as being designated as "loading bays" and must comply with all directions of any duly authorised officer of the Landlord concerning the operation of any loading or unloading area in or about the building.

#### 4. Interference with machinery

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The Tenant will not interfere with or attempt to control any part of any of the Landlord's machinery installed or to be installed in any part of the building or in the premises.

#### 5. Statements

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The Tenant will not issue statements, verbal or written to the media in respect of the building other than the premises. Requests for statements or interviews shall be to the Landlord or its representatives.

#### 6. Emergency contact

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The Tenant will advise the Landlord of the private address and telephone number of the Tenant or if the Tenant is a corporation of some responsible person employed by the Tenant and shall keep the Landlord promptly informed of any change of such address or telephone number.

#### 7. External window cleaning

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If the Tenant requires cleaning of external window surfaces more frequently than the Landlord considers appropriate, the reasonable and proper costs of such additional cleaning will be paid for by the Tenant requesting such additional cleaning, or if more than one Tenant is involved then proportionately by each Tenant calculated on the area of floor space occupied.

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## 8. Dangerous goods

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- (a) The Tenant will not, except for customary office applications, use or allow to be used any chemicals or inflammable gases fluids or substances in or on the premises and will not use or allow to be used any method of heating or lighting the premises other than by electric current or gas supplied through the meters.
- (b) The Tenant will not bring dangerous goods onto the premises, or materials that could constitute dangerous goods when viewed in bulk, without the Landlords approval and consistent with appropriate fire reports.

## 9. Tenant to participate in fire drill

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The Landlord will have the right to require the Tenant to perform fire drills from time to time and observe all necessary and proper emergency evacuation procedures including the appointment and participation of appropriate fire wardens and the Tenant and the Tenant's visitors will co-operate with the Landlord in performing such drills and procedures. In no case will there be any compensation payable by the Landlord on account of any loss or damage caused to or sustained by the Tenant and the Tenant's visitors.

## 10. Obstruction

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The Tenant or the Tenant's visitors will not obstruct or use footpath entrances, lobbies, passages, halls, lifts and staircases (except as may be entirely within the premises) for any purposes other than for entry or exit from the premises and in this respect the Tenant will observe all rules and regulations from time to time imposed by any Authority relating to fire and other matters of public safety.

## 11. Radar or television mast or antenna

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The Tenant is not to erect or affix any radio or television mast or antenna to the building. In the event that the Landlord considers that the rights or interests of other Tenants are being adversely affected any consent previously given may be modified or withdrawn on the giving of 14 days' notice except with the express prior written consent of the Landlord (and then only in compliance with the terms of such consent).

## 12. Animals birds or pets

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The Tenant will not keep any animals birds or pets in or about the building or the premises.

## 13. Foodstuffs

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The Tenant may cook food only with the consent of the Landlord (at its sole discretion) and in those areas which are provided and approved by the Landlord for that purpose. The customary serving of light refreshments at any place within the premises is not affected by this clause.

## 14. Protection of services

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The Tenant will not use or permit to be used in the toilets and other water supply apparatus for any purpose other than that for which they were constructed and will not place or permit to be placed any tea leaves or coffee grinds, sweepings, rubbish, rags, ashes or other foreign or corrosive substances in the apparatus. The reasonable and proper cost of repairing any damage resulting to the apparatus arising as a result of such misuse by Tenants or by the employees of Tenants shall be borne by all Tenants in proportion to the area occupied by

each of them on the floor level at which the damage has occurred. If the person or Tenant responsible for such damage can be ascertained then the Tenant who employs or whose client it is or that Tenant shall bear the whole of the cost involved.

## 15. **Air-conditioning, lifts and other services**

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- (a) Where any plant machinery or equipment for heating cooling or circulating air (all of which are herein included in the expression **air-conditioning plant**) is provided or installed in the building or the premises by the Landlord.
- (i) The Tenant will at all times comply with and observe the reasonable requirements of the Landlord in relation to the air-conditioning plant and will not do or permit or suffer to be done anything to the use or ventilation of the premises which might interfere with or impair the efficient operation of the air-conditioning plant in the premises or the building.
- (ii) The Tenant will be required to keep the sun protection devices (if any) installed for the purpose of reflecting solar heat, in the proper operational position (as determined by the Landlord) to ensure the efficient performance of the air-conditioning equipment. While the air-conditioning equipment is operating the windows in the premises will not be opened or permitted to remain open by the Tenant and the Tenant's visitors.
- (b) Where a passenger lift or lifts are provided or installed in the building by the Landlord the Tenant will use those lifts only for passengers and will not, except with the express consent of the Landlord or its building supervisor, use them for the carriage of goods. When goods are being carried in those lifts it will be the responsibility of the Tenant to ensure that the protective equipment supplied by the Landlord is used as designed and the reasonable and proper costs of repairing the damage occasioned through use of the lifts for purposes other than passenger carriage may be charged to the Tenant concerned and where consent is given for the carriage of goods the Tenant shall comply with all reasonable requirements of the Landlord relating to the use time protection making good and any other reasonable and proper costs of and incidental to the consent and to the use.

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## 16. **Notice to Landlord of damage, accident etc.**

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The Tenant will give notice to the Landlord immediately when it becomes aware of:

- (a) any damage or defects in the premises or the building or in any of the services or facilities provided by the Landlord in the premises or the building;
- (b) any circumstances likely to cause any damage or injury within the premises or the building or any accident or injury to any person;
- (c) any damage or defects in the building's security or surveillance system; or
- (d) any infectious illness occurring in the premises or the building and the Tenant shall also give notice of the same to the proper authorities and at the expense of the Tenant shall thoroughly fumigate and disinfect the premises to the satisfaction of such authorities and otherwise comply with their lawful requirements.

## 17. **Recycling**

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The Tenant shall participate in any recycling programme put in place by the Landlord in relation to the building. The Tenant shall ensure that all recyclable waste is separated from other waste and placed in the receptacles provided for separate collection.

**18. Smoking**

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- (a) The Tenant shall comply at all times with the provisions of the Smoke-free Environments Act 1990.
- (b) For the comfort, safety and health of visitors and staff at the Building, the Tenant shall not and shall not permit any of its employees, customers, agents or invitees to smoke on the property of which the building forms part.

**19. Common use and enjoyment**

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The Tenant will not do anything in respect of the premises, the Common Areas or the building which could reasonably be expected to interfere with or cause a nuisance to any other tenant or licensee of the building.

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EIGHTH SCHEDULE

Annual Rent

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**NINTH SCHEDULE**

**Plans and Reference Schedule**

# NLA Plans

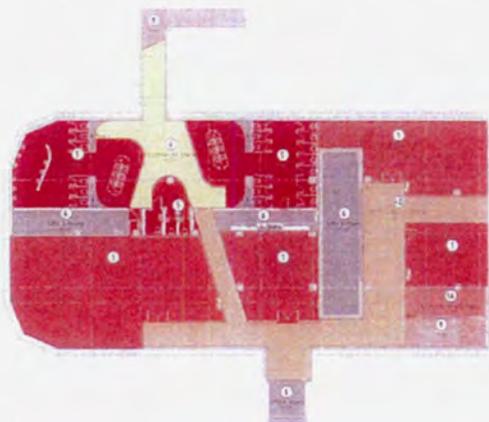
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PREMISES PLANS  
BASEMENT

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Washington, D.C. - 20001  
11/14/19

USA Appendix 1 - PREMISES PLANS  
Page 18.12

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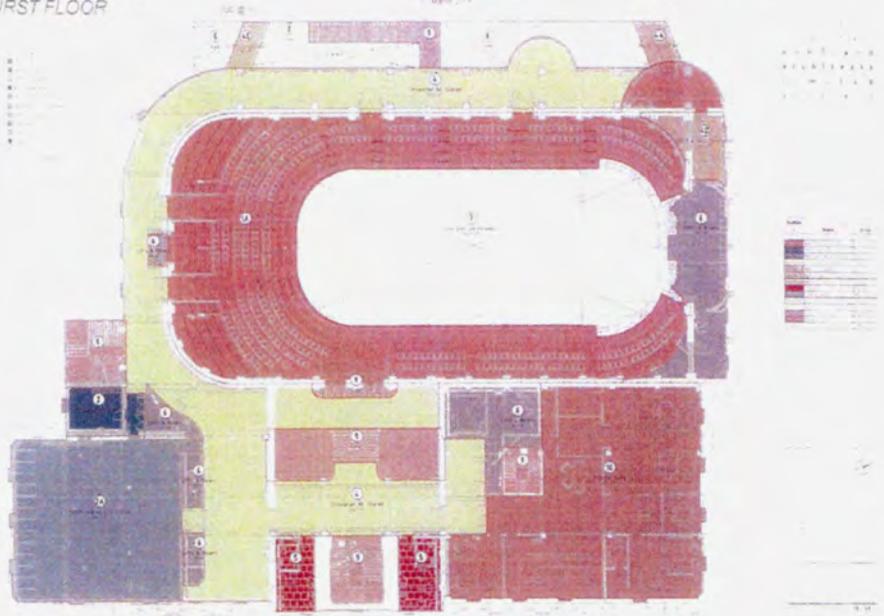




PREMISES PLANS  
FIRST FLOOR

14.13  
Wellington Technical Project  
March 2014

CSA Approved E-PRINT 504 PLANS  
Page 05.10





## Reference Schedule

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## Town Hall Reference Schedule

Auditorium Basement				
Number	Name	Area	Sharing arrangement	Leased/licenced space
1	NZSO dedicated	324.3	NZSO leased space 100%	Leased
1A	NZSO shared with Venue (Auditorium)	27.1	NZSO 26.58% + WCC 63.41% (NZSO 135 days + WCC 230 days)	Licensed
4	Circulation all shared	54.2	Shared rental - attributed on pro rata basis of the Basement level	Licensed
4D	NZSO and WCC circulation	142.6	80% + 20% NZSO and WCC	Licensed
5	Toilets	166.6	Shared rental - attributed on pro rata basis of the Basement level	Licensed
6	Lifts and Risers	123.7	Non-lettable	Non-lettable
9	Stair	27.6	Non-lettable	Non-lettable

Car Park Basement				
Number	Name	Area	Sharing arrangement	Leased/licenced space
1	NZSO dedicated	163.3	NZSO leased space 100%	Leased
8	Lifts and Risers	20.1	Non-lettable	Non-lettable

Ground floor				
Number	Name	Area	Sharing arrangement	Leased/licenced space
1A	NZSO shared with Venue (Auditorium)	323.9	NZSO 26.58% + WCC 63.41% (NZSO 135 days + WCC 230 days)	Licensed
2	NZSM leased	102.6	NZSM leased space 100%	Leased
2A	NZSM shared with Venue (with Theatre)	225.7	NZSM 80% + WCC 20% (refer Operating protocols for allocations)	Licensed
3	Venue	22.5	WCC leased space 100% (no-occupancy)	Leased
4	Circulation all shared	758.1	Shared rental - attributed on pro rata basis of the ground floor	Licensed
5	Toilets	88.4	Shared rental - attributed on pro rata basis of the ground floor	Licensed
6	Lifts and Risers	12.9	Non-lettable	Non-lettable
9	Stair	11.1	Non-lettable	Non-lettable

First floor				
Number	Name	Area	Sharing arrangement	Leased/licenced space
1A	NZSO shared with Venue	637.1	NZSO 26.58% + WCC 63.41% (NZSO 135 days + WCC 230 days)	Licensed
7	NZSM leased	79.8	NZSM leased space 100%	Leased
2A	NZSM shared with Venue (Dabbling Chamber)	216.3	NZSM 80% + WCC 20% (refer Operating protocols for allocations)	Licensed
4	Circulation all shared	532	Shared rental - attributed on pro rata basis of the first floor	Licensed
4D	NZSO and WCC circulation	26.9	Shared rental - attributed on pro rata basis of the first floor	Licensed
4E	NZSM circulation	5	Exclusive to NZSM	Leased
5	Toilets	140.6	Shared rental - attributed on pro rata basis of the ground floor	Licensed
6	Lifts and Risers	85.7	Non-lettable	Non-lettable
7	Work over performance	142.7	Non-lettable	Non-lettable
8	Stair	164.2	Non-lettable	Non-lettable
10	Arterial Bore	200.3	WCC leased space 100%	Leased

Second floor				
Number	Name	Area	Sharing arrangement	Leased/licenced space
2	NZSM leased	441.2	NZSM leased space 100%	Leased
2B	NZSM - (Dabbling Chamber)	58	NZSM 80% + WCC 20% (refer Operating protocols for allocations)	Licensed
4	Circulation all shared	282.4	Shared rental - attributed on pro rata basis of the second floor	Licensed
5	Toilets	50.6	Shared rental - attributed on pro rata basis of the second floor	Licensed
6	Lifts and Risers	231.6	Non-lettable	Non-lettable
7	Work over performance	220.5	Non-lettable	Non-lettable
8	Stair	112.6	Non-lettable	Non-lettable

## Reference to areas on the NLA plans as defined within the Operating Protocols

Commonport 2 Two areas marked 2 on the floor over Nth (300 Lx) combined area of 20.9

Work Galleries Defined as the areas marked 4 on the first floor immediately to the west of the area marked 1A and bound to the southern boundary by the double glazed telepresence reference 3 and 6 on the NLA plans

Circle Square As defined in the lease

WTH Auditorium Defined as those areas marked 1A on the NLA plans

WTH main auditorium Defined as those areas marked 1A on the NLA plans

Auditorium Defined as those areas marked 1A on the NLA plans

## Peripheral Spaces

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## VUW Peripheral Spaces Reference Schedule

## Committed Take up

Space	# of Days	VUW day rate	Total	Note
MFC Auditorium (rehearsal days)	50	\$ 2,355	\$ 117,750	No backstage, technical or greenroom
Opera House event days	3	\$ 2,355	\$ 7,065	With technical, providing operational support
Opera House rehearsal days	7	\$ 2,355	\$ 16,485	With technical, providing operational support
			\$ 141,300	

## Discretionary Take up

Space	# of Days	VUW day rate	Total	Note
WTH Auditorium (event days)	6	\$ 2,355	\$ 14,130	No technician
Renouf Foyer	3	\$ 2,355	\$ 7,065	No technician
			\$ 21,195	

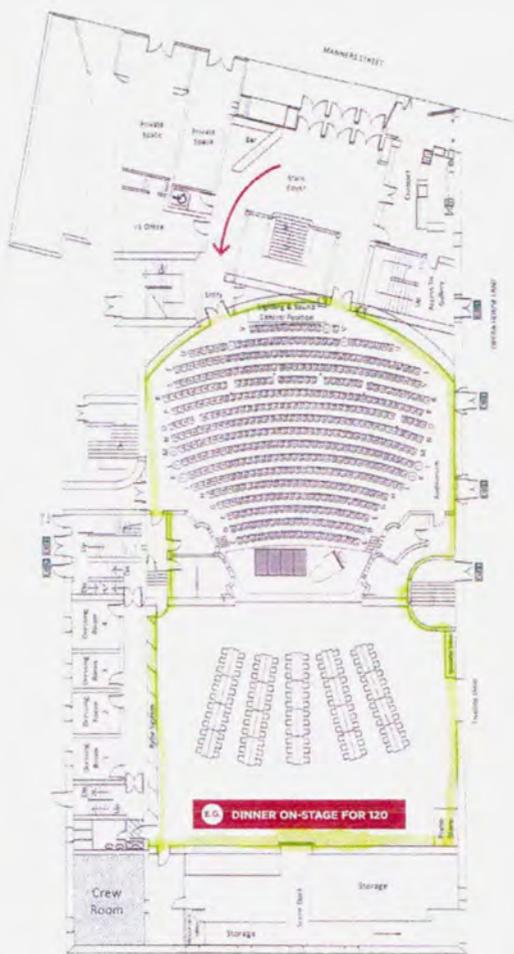


**CAPACITIES**

COCKTAIL ON-STAGE	130
DINNER ON-STAGE	130
STALLS (4)	508* + 8 WHEELCHAIR
STAGE	400m <sup>2</sup>   8.6m(w) x 17.95m(l)

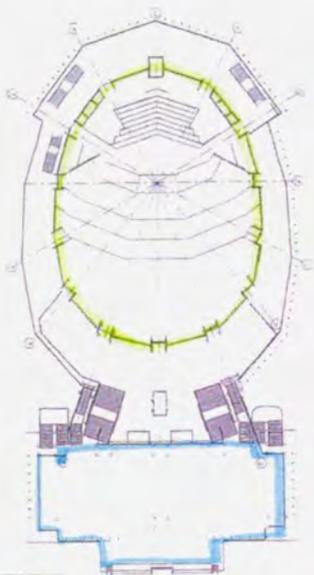
**Ground Floor**

**130** DINNER ON-STAGE FOR 120



**KEY**  
 PILLAR ●  
 WHEELCHAIR ♿  
 NO LIFT ACCESS

0m 3m 5m 10m



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- Renout foyer
- MFC Auditorium

TENTH SCHEDULE

Signage Plans

DRAFT

*WELLINGTON TOWN HALL  
SIGNAGE*

15.35  
Wellington Town Hall  
Signage  
November 2017

Page 1

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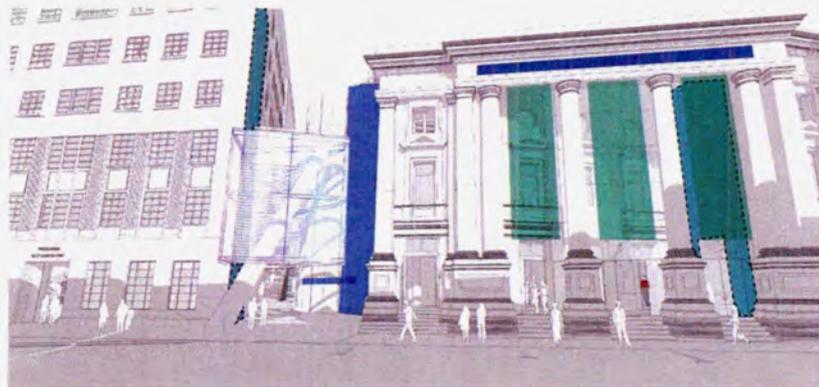
# TOWN HALL SIGNAGE EXTERIOR PLACEMENT

15.35  
Wellington Town Hall  
Signage  
November 2017

Page 2



- Wall mounted banner
- Hanging banner
- Mounted text
- Embossed/ integrated text
- Transparent LED screen display
- Projected display



# TOWN HALL SIGNAGE EXTERIOR PLACEMENT

15.36  
Wellington Town Hall  
Signage  
November 2017

Page 3



-  Wall mounted banner
-  Hanging banner
-  Mounted text
-  Embossed/integrated text
-  Transparent LED screen display
-  Projected display



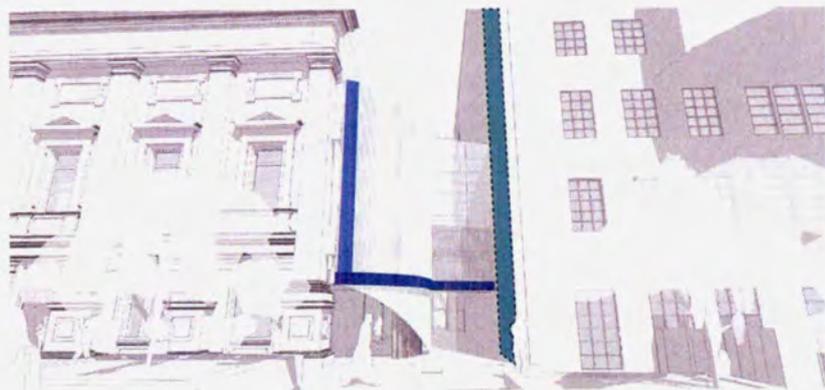
# TOWN HALL SIGNAGE EXTERIOR PLACEMENT

15.35  
Wellington Town Hall  
Signage  
November 2017

Page 4



- Wall mounted banner
- Hanging banner
- Mounted text
- Embossed/integrated text
- Transparent LED screen display
- Projected display



ELEVENTH SCHEDULE  
Building Performance Criteria

DRAFT

TWELFTH SCHEDULE  
Tenant's Fixtures and Fittings

DRAFT

THIRTEENTH SCHEDULE  
Holmes Floor Loading Schedule

D R A F T

Annotations by Holmes Consulting  
21/07/2017  
refer annotations in red

## APPENDIX B

### WELLINGTON TOWN HALL DEVELOPMENT PROJECT - FLOOR LOADING

The New Zealand Loadings Standard NZS1170.1:2002 Table 3.1 (refer annotated copy attached) provides minimum design floor loading requirements for various use categories. Holmes Consulting has assigned a use category for each floor area for the following three scenarios.

1. For existing floor areas that are to remain in the structure, previous use category is thought to be representative of what the floor area has been used for in the past. The associated floor load values provided in the following table are indicative only and have been provided for comparison purposes only. Proposed use category thought to be representative of what the floor area will be used for as part of the Civic Music Hub project. This has been completed based on the drawings and documentation issued by Athfield Architects on the 17/02/2017. Where the previous and proposed uses are consistent, the existing floor capacities have not and are not intended to be assessed.
2. For existing floor areas that are to remain in the structure, where imposed loads for proposed uses are known to be significantly greater than previous, further consideration is required. This further consideration may consist of relocation of high load areas to locations better suited to accommodate the loading, management of area to restrict floor loading, detailed floor capacity assessment or provision for new or strengthened floor structure. This will be completed as part of subsequent design phases.
3. Where new floor structure is proposed in the WTH Development Project, the floors will be designed in accordance with the NZS1170.1:2002.

It is requested that Wellington City Council, in consultation with the building tenants, review the proposed use categories assigned by Holmes Consulting. Feedback should be provided if any changes to use categories, or any loading additional to the minimum required by NZS1170.1:2002 are necessary.

Allowance for acoustic insulation materials has been made based on the documentation provided by Athfield Architects on the 17/02/2017.

Refer attached plans for location and extent of each area.

Area	Construction period	Floor Construction	Previous Use Category	DL	SDL	TL [Proposed Use Category for Civic Music Hub]	Concentrated Actions	Partitions	Seismic Weight DL+SDL+TL	Comments
Basement	New structural slab	700 reinforced concrete slab	N/A [refer comments]	17.5 kPa	2.6 kPa	C3iv 4.0 kPa	4.5 kN	Yes 0.5 kPa added	21.8 kPa	"Floating" floor and high live loads not critical for design of basement floor structure. [Level not shown on appended plans]
A0a Ground floor auditorium	New structural floor	180 Hibond over steel beam grille. Timber floor boards over	N/A [new structural floor]	3.8 kPa	0.5 kPa	C5i 5.0 kPa	3.6 kN	No	5.8 kPa	It is considered unlikely that floor strengthening will be required, however further clarification of proposed use will be sought Developed Design Zone 3
A0b Ground floor stage	New Structural floor	180 Hibond over steel beam grille. Timber framing build-up	N/A [new structural floor]	3.8 kPa	1.25 kPa	C5ii 7.5 kPa	4.5 kN	No	7.3 kPa	
A0c Ground floor backstage	New Structural floor	150 Hibond Over concrete beams	N/A [new structural floor]	3.05 kPa	0.5 kPa	C3iv 4.0 kPa	4.5 kN	Yes 0.25 kPa added	5.0 kPa	
B0a Ground floor majors wing	New structural floor	150 Hibond Over concrete beams	N/A [new structural floor]	3.05 kPa	2.6 kPa	C1iii 3.0 kPa	2.7 kN	Yes 0.5 kPa added	7.05 kPa	Allowance for 2.6 kPa superimposed load to accommodate 100mm "floating" concrete floor included.
B0b Ground floor majors wing	New structural floor	150 Hibond Over concrete beams	N/A [new structural floor]	3.05 kPa	0.5 kPa	C3iv 4.0 kPa	4.5 kN	Yes 0.5 kPa added	5.25 kPa	
C0 Ground floor lobby	New Structural floor	150 Hibond Over concrete beams	N/A [new structural floor]	3.05 kPa	0.5 kPa	C3ii 5.0 kPa	4.5 kN	No	5.05 kPa	
D0 Ground floor entrance	New Structural floor	150 Hibond Over concrete beams	N/A [new structural floor]	3.05 kPa	0.5 kPa	C3ii 5.0 kPa	4.5 kN	No	5.05 kPa	
E0 Ground floor Ilot theatre	New Structural floor	150 Hibond Over concrete beams	N/A [new structural floor]	3.05 kPa	2.6 kPa	C5i 5.0 kPa	3.6 kN	Yes 0.25 kPa added	7.4 kPa	Allowance for 2.6 kPa superimposed load to accommodate 100mm "floating" concrete floor included.
F0 Ground floor Ilot corridor	New Structural floor	150 Hibond Over concrete beams	N/A [new structural floor]	3.05 kPa	0.5 kPa	C3ii 5.0 kPa	4.5 kN	No	5.05 kPa	
G0 Ground floor Ilot corridor	New Structural floor	150 Hibond Over concrete beams	N/A [new structural floor]	3.05 kPa	0.5 kPa	C3iv 4.0 kPa	4.5 kN	No	4.75 kPa	
H0 Ground floor Wakefield st corridor	New Structural floor	150 Hibond Over concrete beams	N/A [new structural floor]	3.05 kPa	0.5 kPa	C3ii 5.0 kPa	4.5 kN	No	5.05 kPa	
I0 Ground floor West Hall	New Structural floor	150 Hibond Over concrete beams	N/A [new structural floor]	3.05 kPa	0.5 kPa	C3ii 5.0 kPa	4.5 kN	No	5.05 kPa	

Area	Construction period	Floor Construction	Previous Use Category	DL	SDL	LL [Proposed Use Category for Civic Music Hub]	Concentrated Actions	Partitions	Seismic Weight DL+SDL+ $\frac{1}{2}$ LL	Comments
A1a First floor auditorium seating	Original 1904 timber trusses and flooring	25mm board over timber trusses	C2ii 4.0 kPa	1.0 kPa	0.5 kPa	C2ii 4.0 kPa	N/A	No	2.7 kPa	Existing structure to be investigated
A1b First floor - Organ access	New Structural floor	150 Hibond	N/A [new structural floor]	3.05 kPa	0.5 kPa	C3i 4.0 kPa	4.5 kN	Yes	4.75 kPa	
A1c Organ floor	Original 1904 timber floor	Unknown structural system supporting organ. Organ weight in the order of 50tonne	N/A [refer comments]	Assume 3.05 kPa floor structure and 500 kN organ	Assume 0.5 kPa	N/A [refer comments]	N/A	No	18.5 kPa	Specific design required for support of the organ.
B1a First floor majors wing	Existing 1990's floor	130 Hibond over concrete beams	Biii 3.0 kPa	2.6 kPa	0.75 kPa	Biii 3.0 kPa	N/A	No	4.25 kPa	
B1b First floor majors wing	Original 1904 breeze concrete floor with 1990's topping over	390mm thick original Breeze Concrete floor (13.5kN/m <sup>2</sup> ) with 100mm concrete topping cast overtop during 1990's works [490mm total thickness]. The WORKS Central Laboratories Report 90-24239 references bonded topping slab construction methodology, so it is likely to have been cast on top, increasing the thickness to 490mm.	Biii 3.0 kPa	12.25 kPa	0.75 kPa	Biii 3.0 kPa	N/A	No	13.9 kPa	
C1 Lobby stair landing	Original 1904 breeze concrete floor	390mm thick breeze concrete floor	C3i 4.0 kPa	9.75 kPa	0.5 kPa	C3i 4.0 kPa	N/A	No	11.45 kPa	
D1 First floor lobby	Original 1904 breeze concrete floor	390mm thick breeze concrete floor	C3i 4.0 kPa	9.75 kPa	0.5 kPa	C3i 4.0 kPa	N/A	No	11.45 kPa	
E1a First floor council chambers	1990's structural floor	180 Hibond	Biii 3.0 kPa	3.8 kPa	0.75 kPa	C3i 4.0 kPa	N/A	No	5.75 kPa	Assessment of existing floor has shown at least 4.0kPa capacity therefore no strengthening is expected to be required.
E1b First floor council chambers	1990's structural floor	180 Hibond	C2i 3.0 kPa	3.8 kPa	0.75 kPa	C5i 5.0 kPa	N/A	Yes 0.5 kPa added	6.55 kPa	Assessment of existing floor has shown at approximately 5.0kPa no strengthening is expected to be required.
E1c First floor council chambers	1990's structural floor	180 Hibond	C2i 3.0 kPa	3.8 kPa	0.75 kPa	C5ii 7.5 kPa	N/A	Yes 0.5 kPa added	7.3 kPa	Proposed activity/occupancy classification differs to previous use. Area requires further consideration.
F1	1990's structural floor	130/150 Hibond	C3i 4.0 kPa	3.05 kPa	0.5 kPa	C3i 4.0 kPa	N/A	No	4.75 kPa	

Confirmation of stage structure, and whether proposed activities on this stage would be considered to fall under NZ loadings standard load category C5ii (refer page 8 of this pdf file), before Holmes Consulting can confirm whether floor strengthening is required.

Area	Construction period	Floor Construction	Previous Use Category	DL	SDR	LL (Proposed Use Category for Civic Music Hub)	Concentrated Actions	Partitions	Seismic Weight $D1+5DL+1/2L1$	Comments
First floor council chamber corridor										
G1 First floor	Original 1904 breeze concrete floor with 1990's topping over	390mm thick original Breeze Concrete floor [13.5kN/m <sup>2</sup> ] with 100mm concrete topping cast overtop during 1990's works (490mm total thickness). The WORKS Central Laboratories Report 90-24239 references bonded topping slab construction methodology, so it is likely to have been cast on top, increasing the thickness to 490mm.	B1 3.0 kPa	12.25 kPa	0.5 kPa	C3iv 4.0 kPa	N/A	Yes 0.25 kPa added	14.2 kPa	It is considered unlikely that floor strengthening will be required, however further clarification of proposed use will be sought Developed Design Zone 3
H1 First floor Wakefield st corridor	Original 1904 breeze concrete floor with 1990's topping over	390mm thick original Breeze Concrete floor [13.5kN/m <sup>2</sup> ] with 100mm concrete topping cast overtop during 1990's works (490mm total thickness). The WORKS Central Laboratories Report 90-24239 references bonded topping slab construction methodology, so it is likely to have been cast on top, increasing the thickness to 490mm.	C3i 4.0 kPa	12.25 kPa	0.5 kPa	C3i 4.0 kPa	N/A	No	13.95 kPa	
I1 First floor West Hall	New Structural floor	180 Hibond Over concrete beams	N/A (new structural floor)	3.8 kPa	0.5 kPa	C3i 4.0 kPa	4.5 kN	No	5.5 kPa	To be revisited during design stage
A2b Second floor - organ roof space	New Structural floor	150 Hibond	N/A (new structural floor)	3.05 kPa	0.5 kPa	E1 4.0 kPa	4.5 kN	No	4.75 kPa	Unknown use
B2a Second Floor Mayors wing	Existing 1990's floor	130 Hibond over concrete beams	C3i 4.0 kPa	2.6 kPa	0.5 kPa	C3i 4.0 kPa	N/A	Yes 0.25 kPa added	4.55 kPa	
B2b Second Floor Mayors wing	Existing 1990's floor	130 Hibond over concrete beams	B1ii 3.0 kPa	2.6 kPa	0.5 kPa	C3iv 4.0 kPa	N/A	No	4.3 kPa	It is considered unlikely that floor strengthening will be required, however further clarification of proposed use will be sought Developed Design Zone 3
B2c Second Floor Mayors wing	Existing 1990's floor	130 Hibond over concrete beams	B1ii 3.0 kPa	2.6 kPa	3.0 kPa Floating floor	C5i 5.0 kPa	N/A	Yes 0.25 kPa added	7.35 kPa	Strengthening of floor required. Works included in Preliminary Design documentation and has been accounted for in cost estimate.
C2 Second floor, light well area	Original 1904 timber floor	Actual structure to be confirmed.	C3i 4.0 kPa	0.5 kPa	0.5 kPa	C3i 4.0 kPa	N/A	No	2.2 kPa	Assumed as plywood structure for NLTHA
D2	Original 1904 breeze concrete floor	390mm thick breeze concrete floor	C3i 4.0 kPa	9.75 kPa	0.5 kPa	C3i 4.0 kPa	N/A	No	11.2 kPa	Floor penetrations associated with bathrooms would require steel trimming beams to floor.

Area	Construction period	Floor Construction	Previous Use Category	DL	SDL	LL (Proposed Use Category for Civic Music Hub)	Concentrated Actions	Partitions	Seismic Weight $DL + SDL + 1/2 LL_i$	Comments
Second floor toilets/clock tower stairs										
E2a Second floor venue	1990's structural floor	180 Hibond	B1 3.0 kPa	3.8 kPa	0.5 kPa	C3iv 4.0 kPa	N/A	Yes 0.5 kPa added	6.0 kPa	It is considered unlikely that floor strengthening will be required, however further clarification of proposed use will be sought Developed Design Zone 3.
E2b	New structural floor	Timber/steel framing to form reconfigured balcony seating	N/A [new structural floor]	1.0 kPa	0.5 kPa	C2ii 4.0 kPa	4.5 kN	No	2.7 kPa	Timber/steel framing to form reconfigured balcony seating
F2 Second floor council chamber corridor	1990's structural floor	130/150 Hibond	C3i 4.0 kPa	3.05 kPa	0.5 kPa	C3i 4.0 kPa	N/A	No	4.75 kPa	
G2 Second floor council chamber corridor	Original 1904 breeze concrete floor with 1990's topping over	390mm thick original Breeze Concrete floor [13.5kN/m <sup>2</sup> ] with 100mm concrete topping cast overtop during 1990's works [490mm total thickness]. The WORKS Central Laboratories Report 90-2v239 references bonded topping slab construction methodology, so it is likely to have been cast on top, increasing the thickness to 490mm.	C3i 4.0 kPa	12.25 kPa	0.5 kPa	C3iv 4.0 kPa	N/A	Yes 0.25 kPa added	14.2 kPa	It is considered unlikely that floor strengthening will be required, however further clarification of proposed use will be sought Developed Design Zone 3.
H2 Second floor Wakefield St. corridor	Original 1904 breeze concrete floor with 1990's topping over	390mm thick original Breeze Concrete floor [13.5kN/m <sup>2</sup> ] with 100mm concrete topping cast overtop during 1990's works [490mm total thickness]. The WORKS Central Laboratories Report 90-2v239 references bonded topping slab construction methodology, so it is likely to have been cast on top, increasing the thickness to 490mm.	C3i 4.0 kPa	12.25 kPa	0.5 kPa	C3i 4.0 kPa	N/A	No	13.95 kPa	
B3 Roof Plant Room	1990's Structural floor	150 Hibond	N/A	3.05 kPa	0.5 kPa	Eviii 5.0 kPa	N/A	No	5.05 kPa	Further consideration of existing capacity required.
B4 Mezzanine plant room	1990's Structural floor	130 Hibond	N/A	2.6 kPa	0.5 kPa	Eviii 5.0 kPa	N/A	No	4.6 kPa	Further consideration of existing capacity required.

NOTES:

- DL (Dead Load) is self-weight of the floor, incorporating the structure and floor topping where applicable.
- SDL (Superimposed Dead Load) is the self-weight of the suspended ceiling, permanent equipment including fixtures and fittings, and other permanent construction as appropriate, e.g. concrete floating floor.
- LL (Live Load) imposed load from the actions that result from the intended use of the structure.
- Concentrated Actions are loads considered separately to the LL as per above and are applied over an area of 350mm<sup>2</sup> for calculation of punching or crushing.
- LL<sub>i</sub> (Live Load- for load combinations including earthquake) is  $\phi_{1,LL}$ , where  $\phi_{1,LL}=0.3$

NZS1170.1:2002 Table 3.1 annotated  
for Wellington Town Hall Development  
Project

**TABLE 3.1**  
**REFERENCE VALUES OF IMPOSED FLOOR ACTIONS**

Type of activity/occupancy for part of the building or structure	Specific uses	Uniformly distributed actions kPa	Concentrated actions kN
<b>A Domestic and residential activities (also see Category C)</b>			
A1 Self-contained dwellings	General areas, private kitchens and laundries in self-contained dwellings	1.5	1.8 <sup>(1)</sup>
	Balconies, and roofs used for floor type activities, in self-contained dwellings— (a) less than 1 m above ground level	1.5	1.5 kN/m run along edge 1.8 <sup>(1)</sup>
	(b) other	2.0	—
	Stairs <sup>(2)</sup> and landings in self-contained dwellings	2.0	2.7
	Non-habitable roof spaces in self-contained dwellings	0.5	1.4
A2 Other	General areas, bedrooms, hospital wards, hotel rooms, toilet areas	2.0	1.8 <sup>(1)</sup>
	Communal kitchens	3.0	2.7
	Balconies, and roofs used for floor type activities, with community access	same as areas providing access but not less than 4.0	1.8
<b>B Offices and work areas not covered elsewhere</b>	i) Operating theatres, X-ray rooms, utility rooms	3.0	4.5
	ii) Work rooms (light industrial) without storage	3.0	3.5
	iii) Offices for general use	3.0	2.7 <sup>(3)</sup>
	iv) Communal kitchens	3.0	2.7
	v) Commercial/institutional kitchens	5.0	4.5
	vi) Laundries	3.0	4.5
	vii) Laboratories	3.0	4.5
	viii) Factories, workshops and similar buildings (general industrial)	5.0	4.5
	ix) Balconies, and roofs used for floor type activities	same as areas providing access but not less than 4.0	1.8
	x) Fly galleries (in theatres, etc.)	4.5 kN/m run uniformly distributed over the width	—
	xi) Grids (over the area of proscenium width by stage depth)	2.8	—

(continued)

TABLE 3.1 (continued)

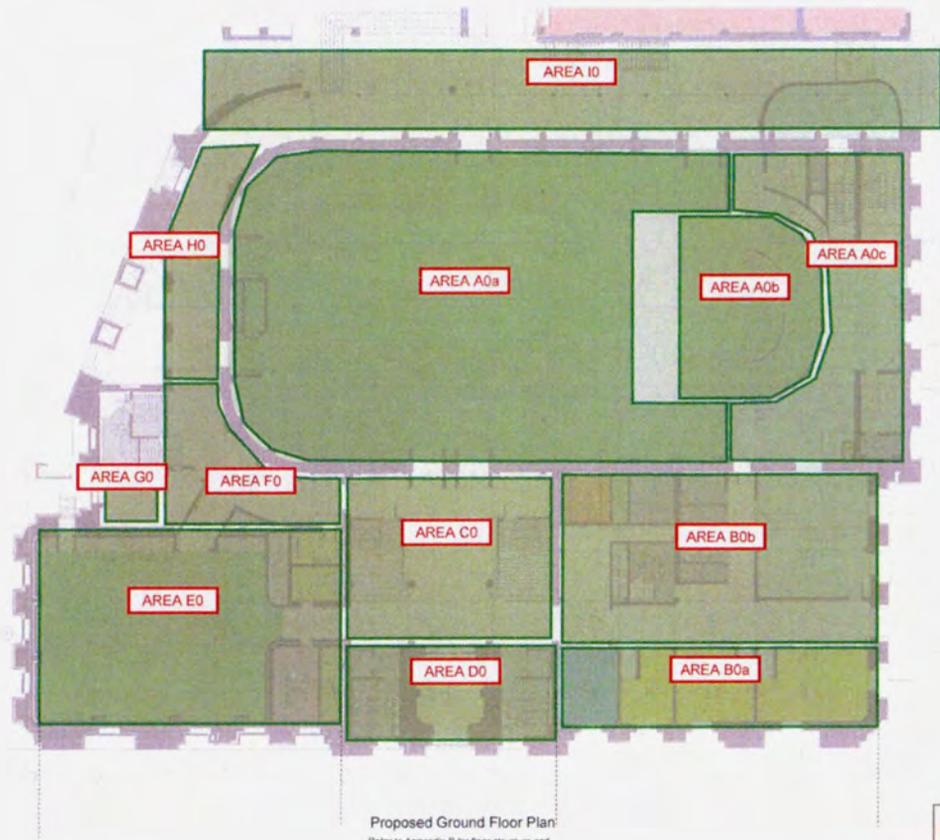
Type of activity/occupancy for part of the building or structure	Specific uses	Uniformly distributed actions kPa	Concentrated actions kN
<b>C Areas where people may congregate</b>			
C1 Areas with tables	i) Public, institutional and communal dining rooms and lounges, cafes and restaurants <sup>64</sup>	2.0	2.7
	ii) Reading rooms with no book storage	2.5	4.5
	iii) Classrooms	3.0	2.7
C2 Areas with fixed seats <sup>65</sup>	i) Institutional assembly areas such as classrooms, lecture theatres and similar	3.0	2.7
	ii) Public assembly areas such as public halls, theatres, courts of law, auditoria, conference centres and similar	4.0	2.7
	iii) Places of worship	4.0	2.7
C3 Areas without obstacles for moving people	i) Corridors, hallways, aisles, stairs <sup>62</sup> , landings <sup>63</sup> , concourses, terraces, plazas, etc., not subject to wheeled vehicles	4.0	4.5
	ii) Corridors, hallways, aisles, stairs <sup>62</sup> , landings <sup>63</sup> , etc. subject to wheeled vehicles, trolleys, etc.	5.0	4.5
	iii) Footpaths, terraces and plazas at ground level subject to wheeled vehicles	5.0	3) <sup>64</sup>
	iv) Museum floors and art galleries for exhibition purposes	4.0	4.5
	v) Balconies, and roofs used for floor type activities	same as areas providing access but not less than 4.0	1.8
C4 Areas with possible physical activities (see Note to Clause 3.1(b))	i) Dance halls and studios, gymnasia	5.0	3.6
	ii) Drill halls and drill rooms	5.0	9.0
C5 Areas susceptible to overcrowding (see Note to Clause 3.1(b))	i) Assembly areas without fixed seating (concert halls, bars, vestibules, public lounges, places of worship, shopping malls) and grandstands	5.0	3.6
	ii) Stages in public assembly areas	7.5	4.5
<b>D Shopping areas</b>	Shop floors for the sale and display of merchandise	4.0	3.6

(continued)

← green room, fit-out space, specialist music space, recording facilities considered to fall into this category

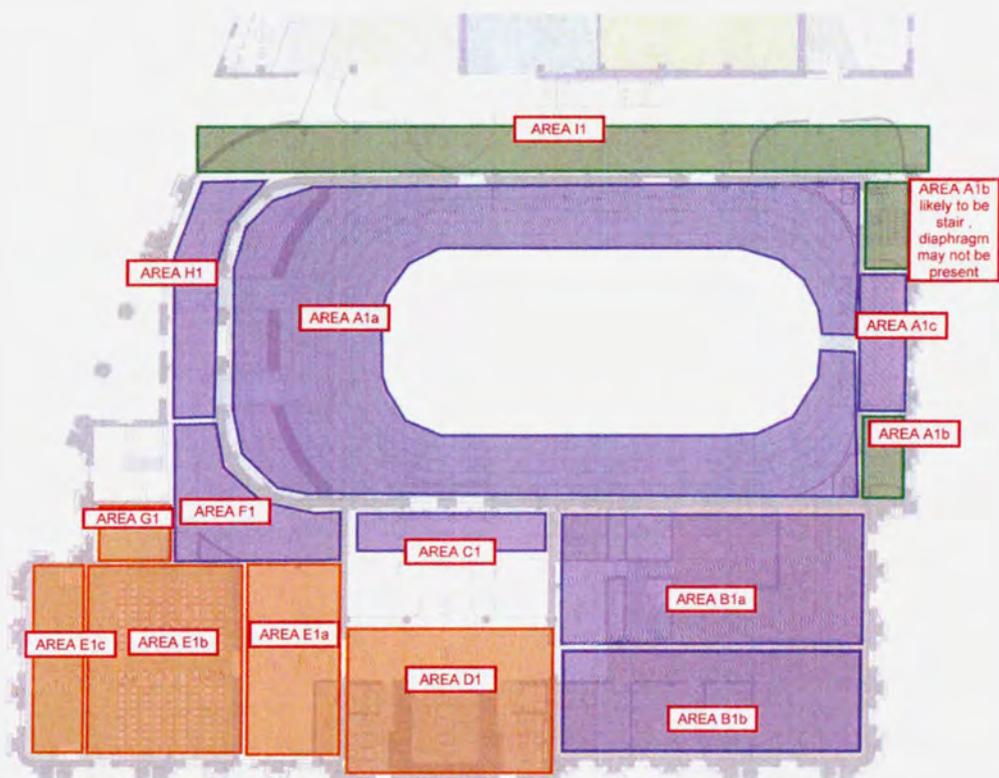
TABLE 3.1 (continued)

Type of activity/occupancy for part of the building or structure	Specific uses	Uniformly distributed actions kPa	Concentrated actions kN
E Warehousing and storage areas. Areas subject to accumulation of goods. Areas for equipment and plant	i) Reading rooms with book storage, e.g. libraries	4.0	4.5
	ii) General storage other than those specified	2.4 for each metre of storage height	7.0
	Free rolling office compactus, for general filing, up to 2 m high	3.0 for each metre of storage height	to be calculated
	iii) File rooms, office storage space, vaults and strongrooms	5.0	4.5
	iv) Stack rooms (books)	3.3 for each metre in storage height	7.0
	v) Paper storage for printing plants and stationery stores, packed book storage	4.0 for each metre of storage height	9.0
	vi) Mobile stacking, mechanically operated heavy shelving (wheels on rails, e.g. compactus)	4.0 for each metre of storage height but not less than 10.0	to be calculated
	vii) Cold storage	4.5 for each metre of storage height but with a minimum of 15.0	9.0
	viii) Plant rooms, fan rooms, etc., including weight of machinery	5.0	4.5
	ix) Areas around equipment in boiler rooms (weight of equipment to be determined)	5.0	4.5
F Light vehicle traffic areas	Parking, garages, driveways and ramps restricted to cars, light vans, etc., not exceeding 2500 kg gross mass.	2.5	13 <sup>7)</sup>
G Medium vehicle traffic areas	Vehicles exceeding 2500 kg and not exceeding 10 000 kg. Driveways, ramps, repair workshops, footpaths with vehicle access, and car parking.	5.0	31 <sup>14)</sup>



Proposed Ground Floor Plan  
 Refer to Appendix B for floor structure and  
 proposed load description of each area

	PROJECT: WTH Development
	JOB NO: 136423.00 DATE: 05/04/2017
	ISS: AFB.1 REV: 2



AREA A1b likely to be stair diaphragm may not be present

Proposed First Floor Plan  
 Refer to Appendix B for floor structure and proposed load description of each area

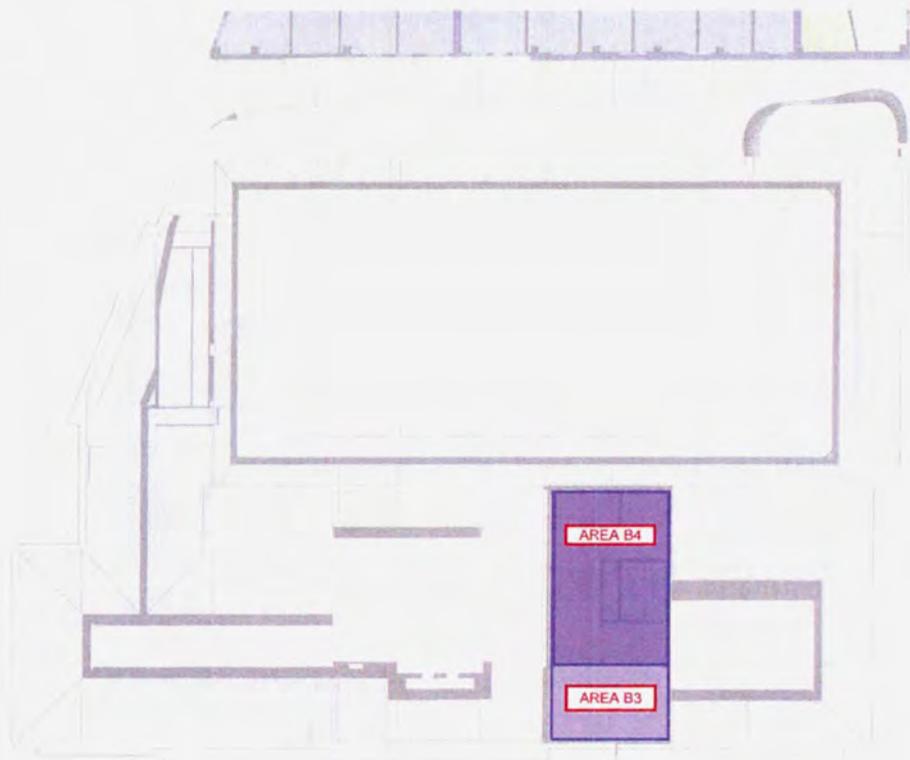
	PROJECT: NTH Development	
	JOB NO: 15412.00	DATE: 25/04/2017
	SHEET: AFB-2	REV: 2



Proposed Second Floor Plan

Refer to Appendix B for floor structure and proposed load description of each area

	PROJECT WITH OVERSEASER _____
	JOB NO. 134425.00      DATE: 05/06/2017
	TS: APB-2      REV: 2



Proposed Plantroom and Mezzanine Floor Plan

Refer to Appendix B for floor structure and  
proposed load description of each area

	PROJECT: WTH Development	
	JOB NO: 134423.00	DATE: 20/01/2017
	DR: APS-4	REV: 2

## FOURTEENTH SCHEDULE

### Operating Protocols

#### 1. Definitions

- 1.1 Subject to clause 1.2, and unless the context requires otherwise, the following words and phrases have the following meanings:
- (a) **Booking Manager** has the meaning given to it in clause 2.10.
  - (b) **Booking System** has the meaning given to it in clause 2.9.
  - (c) **Debating Chamber** means the area of the Building described in the Reference Schedule and depicted on the Premises Plans as:
    - (i) First Floor – 'NZSM Shared with Venue' (Debating Chamber) (2A) with an estimated area of 216.3 m<sup>2</sup>; and
    - (ii) Second Floor – 'NZSM Rent Free' (2B) with an estimated area of 58.0 m<sup>2</sup>.
  - (d) **Ilott Room** means the area of the Building described in the Reference Schedule and depicted on the Premises Plans as "Ground Floor – 'NZSM Shared with Venue' (Ilott Theatre) (2A) with an estimated area of 220.7m<sup>2</sup>".
  - (e) **Licensed Areas** means the Debating Chamber, the Ilott Room and the WTH Auditorium.
  - (f) **licensee** means NZSO or VUW or both (as the case may be), and/or (as the case may be) any other licensee under the Licence.
  - (g) **MFC Auditorium** means the area so marked in the Reference Schedule.
  - (h) **NZSO** means the New Zealand Symphony Orchestra, and includes its successors in title, administrators, and permitted assigns.
  - (i) **OMG** means the "Operational Management Group" comprising representatives from WCC, WREDA, VUW and NZSO provided that, if that Operational Management Group has not been formally established or no longer exists, then all references to the "OMG" or "Operational Management Group" are deemed to be references to the Booking Manager.
  - (j) **Opera House** means the area so marked in the Reference Schedule.
  - (k) **Renouf Foyer** means the area so marked in the Reference Schedule.
  - (l) **VUW** means Victoria University of Wellington, and includes its successors in title, administrators, and permitted assigns.
  - (m) **WCC** means the Wellington City Council, and includes its successors in title, administrators, and permitted assigns.
  - (n) **WREDA** means the Wellington Regional Economic Development Agency, together with its administrators, successors, and assignees.
  - (o) **WTH Auditorium** means the area so marked in the Reference Schedule, comprising the areas described as:

DRAFT

- (i) Basement – 'NZSO Shared with Venue' (Auditorium) (1A) with an estimated area of 27.1 m<sup>2</sup>; and
- (ii) Ground Floor– 'NZSO Shared with Venue' (Auditorium) (1A) with an estimated area of 1,393.9 m<sup>2</sup>.

1.2 Unless inconsistent with the context:

- (a) all words and phrases beginning with a capital letter and which are not otherwise defined in this schedule will have the same meanings as provided in the lease; and
- (b) where a discretion, right, or obligation is given to WCC and WREDA jointly, that discretion, right or obligation must be exercised or performed reasonably, and in the event of any conflict between WCC and WREDA of the exercise or performance of any discretion, right, or obligation, WCC's exercise or performance shall prevail.

## 2. Bookings

### Reserved Periods

- 2.1 Subject to the terms of the Licence and the Operating Protocols, the Reserved Periods for WCC and the licensees comprise:
- (a) for the Debating Chamber, VUW 80% of any given Lease Year and WCC 20% of any given Lease Year;
  - (b) for the Ilott Room, VUW 80% of any given Lease Year and WCC 20% of any given Lease Year; and
  - (c) for the WTH Auditorium, NZSO 37% of any given Lease Year and WCC 63% of any given Lease Year (provided that WCC's Reserve Period is subject to clause 2.5).

### Requirements in relation to specified Licenced Areas

- 2.2 Without limiting the operation of the Licence's terms, the Debating Chamber's use is governed as follows:
- (a) the last Wednesday of each month is reserved for WCC's Council meetings;
  - (b) one Wednesday evening, from 5pm to 11:59pm, of each month (other than a Wednesday reserved or used for WCC's Council meetings) is reserved for citizenship ceremonies;
  - (c) one full day each weekend is reserved for WCC;
  - (d) for each Lease Year, prior to trimester one and following the end of trimester two of VUW's teaching year (by way of example only, usually weeks 1 to 8 and 46 to 52 of a given Lease Year), one full day each week and one full day and one half day each weekend is reserved for WCC;
  - (e) other than as set out in 2.2(a) to (d), VUW shall have priority booking rights to the Debating Chamber for all other dates; and
  - (f) VUW's access to the Debating Chamber will be through side entry 3, with the anteroom available for other uses during VUW's booked periods. VUW may book the anteroom for functions reasonably requiring or benefitting from the use of the anteroom through the Booking System.

- 2.3 Without limiting the operation of the Licence's terms, the Ilott Room's use is governed as follows:
- (a) for each Lease Year, prior to trimester one and following the end of trimester two of VUW's teaching year (by way of example only, usually weeks 1 to 8 and 46 to 52 of a given Lease Year), one full day each week and one full day and one half day each weekend is reserved for WCC;
  - (b) for each Lease Year, during trimester one and trimester two of VUW's teaching year (by way of example only, usually weeks 9 to 45 of a given Lease Year), one evening each week and one full day each weekend is expected to be booked by WCC;
  - (c) for each Lease Year, during trimester one and trimester two of VUW's teaching year (by way of example only, usually weeks 9 to 45 of a given Lease Year), VUW will prepare and provide WCC with a regular fixed timetable of classes using the Ilott Room and will book the Ilott Room on this basis;
  - (d) other than as set out in 2.3(a) to (c), all other bookings of the Ilott Room by VUW (including evening events) will be arranged and confirmed in consultation with the Booking Manager so as to optimise the overall use of the Wellington Town Hall (in particular where the Ilott Room is required or beneficial to support the use of the main auditorium). VUW will give reasonable consideration to using alternative spaces (such as the Debating Chamber and other area or locations within the Wellington Town Hall, or Licenced Areas) where requested by WCC or WREDA.
- 2.4 Without limiting the operation of the Licence's terms, the WTH Auditorium's use is governed as follows:
- (a) for each Lease Year NZSO will have use of the WTH Auditorium for 135 days subject to the booking protocols set out in this Schedule; and
  - (b) each booking will be on the basis of a full day.

#### Peripheral Spaces

- 2.5 VUW will be able to book, subject to booking protocols outlined in this schedule, and have access to and use the:

- (a) MFC Auditorium;
- (b) Opera House;
- (c) Renouf Foyer; and
- (d) WTH Auditorium,

in accordance with clause 52 of the lease between VUW and WCC. Booking and management of the Licenced Areas in this clause 2.5 will be conducted through the Booking Manager unless otherwise agreed by the parties. Nothing in this clause 2.5 affects any rights of NZSO under its lease or its licence.

#### Booking of Licenced Areas

- 2.6 The standard bookable sessions for a Licenced Area are determined from time to time to by the OMG or where no standard bookable session has been determined, then as determined by the Booking Manager in its reasonable discretion. Any periods booked by a licensee must include the time required for pack-in and pack-out.

- 2.7 The maximum periods in advance that a confirmed booking can be made for a Licenced Area is ten years.
- 2.8 The minimum periods prior to a confirmed booking within which a party can relinquish a confirmed booking without it being deducted from that party's Reserved Period or without that party incurring relevant costs for the confirmed booking (as applicable) is as determined from time to time to by the OMG or where no such minimum period has been determined, then as determined by the Booking Manager in its reasonable discretion. If a party relinquishes a confirmed booking after the minimum period then the Booking Manager may deduct that booking from that party's Reserved Period and where the party is a licensee WCC or WREDA may recover any additional costs associated with the confirmed booking from the licensee.
- 2.9 The OMG will oversee the procurement of the booking system used to reserve the Licenced Areas, such system to include access (via manual and system interfaces) to WCC, VUW and NZSO (**Booking System**). The Booking System will allow for large "block" bookings (with VUW and NZSO able to manage the details of their "block" bookings through their access), particularly of Licenced Areas subject to Reserved Periods, and may otherwise require reasonable conditions of use, including requiring any details for a booking, as reasonably determined by The Booking Manager.
- 2.10 The day to day operation and management of the Booking System will be undertaken by a booking manager (which may be a natural person, natural persons, or other person as is appropriate) appointed or engaged by WCC or WREDA and notified to the licensees (**Booking Manager**). Any enquiries by a licensee or third party for the booking of a Licenced Area will be referred through the Booking Manager.
- 2.11 No booking or reservation fees will be charged for any booking made by a licensee.
- 2.12 Licenced Areas not booked by a licensee, or otherwise reserved or booked pursuant to the Licence or any other licence, may be hired out by The Booking Manager to third parties on the following terms:
  - (a) bookings requested by third parties beyond the maximum period in advance applicable to a Licenced Area pursuant to clause 2.7 shall be treated as provisional;
  - (b) the Booking Manager will assess the available Licenced Areas wherever a third party requests a booking to identify the most suitable space; and
  - (c) The Booking Manager will consider the nature of the activity being booked and will work with the licensees to identify any potential conflicts of interest (content or timing) with the licensees. In the event that either licensee views the event being booked as a conflict of interest (in that licensee's reasonable opinion) then any party may refer the matter for resolution under 2.13.

**Booking conflict resolution**

- 2.13 Conflicts will be resolved as follows:
  - (a) the conflict will be referred to the OMG for resolution and common sense will be applied having regard to the circumstances of the conflict and the requirements of each licensee;
  - (b) if a block booking is adjusted and this results in a double booking, then priority will automatically be given to the licensee who has not made the block booking if the timeframe of the adjusted block booking is beyond the maximum forward time defined for that Licenced Area. Licensees are therefore encouraged to plan ahead and make block bookings on a regular and timely basis;

- (c) if a licensee wants to book space that is already confirmed and paid for by a third party, then it will raise the request with the Booking Manager who will seek to facilitate a resolution; and
- (d) if a third party wishes to book a space that is already booked by a licensee, that will not be regarded as a conflict.

**3. Cleaning, provisioning costs, and consumables**

3.1 The responsibility and cost of cleaning the Licenced Areas shall be apportioned between the WCC and the licensees as follows:

- (a) where a licensee has booked a Licenced Area, the licensee shall be responsible, at its cost, to clean the Licenced Area during its use, and to leave the Licenced Area in a clean and tidy state, to a standard reasonably expected for similar facilities, after the end of each booked period and prior to the commencement of any other party's use of the Licenced Area. This obligation applies regardless of whether the licensee or an invitee of the licensee (if permitted) uses the Licenced Area;
- (b) the licensee may, but is not required to, use the same cleaners engaged by WCC or WREDA for the Licenced Areas, provided that nothing in this clause removes the licensee's obligation to pay for the costs of cleaning where the licensee is required to pay under clause 3.1(a) or elsewhere in the Lease or the Licence;
- (c) if a licensee fails to comply with its obligations under clause 3.1(a), or the licensee and WCC agree otherwise, WCC may arrange for and carry out the cleaning of the Licenced Area at the licensee's cost. All actual costs incurred by WCC in arranging and carrying out the cleaning shall be recoverable from the licensee as a debt due and owing, and where the licensee is a Tenant, then as if those costs were a consumable under clause 3 of the lease; and
- (d) subject to clause 3.1(a) to (c), in all other cases WCC shall be responsible for the cleaning of the Licenced Areas.

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FIFTEENTH SCHEDULE

RFR Premises

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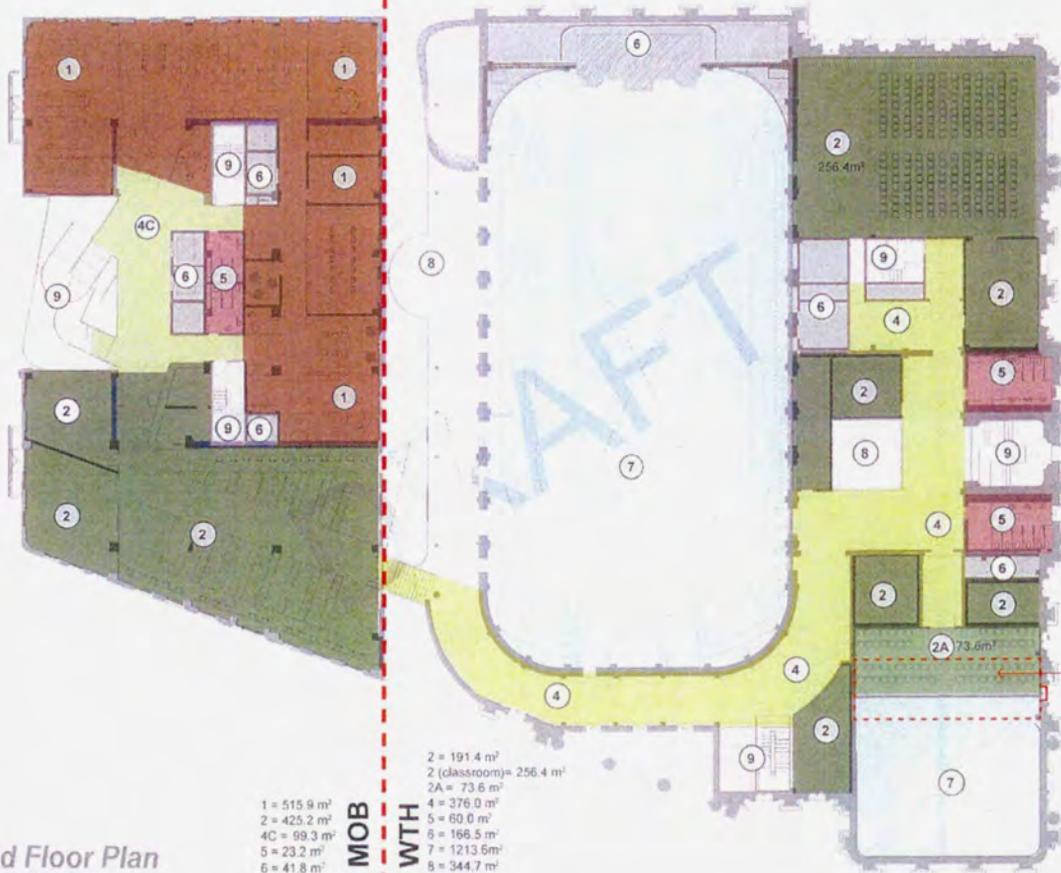
Despite the DRAFT watermark, the parties acknowledge and agree that the plan is final and binding

**2nd Floor Plan**  
(scale 1:250 @ A3)

1 = 515.9 m<sup>2</sup>  
2 = 425.2 m<sup>2</sup>  
4C = 99.3 m<sup>2</sup>  
5 = 23.2 m<sup>2</sup>  
6 = 41.8 m<sup>2</sup>  
9 = 109.8 m<sup>2</sup>

**MOB**  
**WTH**

2 = 191.4 m<sup>2</sup>  
2 (classroom) = 256.4 m<sup>2</sup>  
2A = 73.6 m<sup>2</sup>  
4 = 376.0 m<sup>2</sup>  
5 = 60.0 m<sup>2</sup>  
6 = 166.5 m<sup>2</sup>  
7 = 1213.6 m<sup>2</sup>  
8 = 344.7 m<sup>2</sup>  
9 = 85.3 m<sup>2</sup>



ashfield  
architects  
limited  
ashfield  
architects  
limited  
ashfield

**SPACE ALLOCATION**

- 1 NZSO Dedicated
- 1A. NZSO shared with Venue
- 2. NZSM Dedicated
- 2A. NZSM shared with Venue
- 3. Venue (eg Retail / Toilets)
- 3A. WCC Office
- 4. Circulation - All Shared
- 4A. NZSO Circulation
- 4B. NZSM Circulation
- 4C. NZSO & NZSM Circulation
- 4D. NZSO & WCC
- 5. Toilets
- 6. Lifts/ riser/ plant
- 7. Void over performance
- 8. Void
- 9. Stair



Existing gallery shown dashed 61.8m<sup>2</sup>

Absolutely Positively  
Wellington City Council  
the future is now

**VICTORIA**

**CIVIC MUSIC HUB**  
project no: 15-35  
Wellington Town Hall  
**NLA Plans**

date: 22 Feb 2017  
rev: 4

**CONTACT DETAILS OF THE PARTIES**

**Wellington City Council**

[insert address]

Tel: [insert]

Email: [insert]

**Victoria University of Wellington**

[insert address]

Tel: [insert]

Email: [insert]

**New Zealand Symphony Orchestra**

[insert address]

Tel: [insert]

Email: [insert]

DRAFT

**Dated** \_\_\_\_\_

**Between**  
Wellington City Council

**Landlord**

**and**  
[Victoria University of Wellington]  
[New Zealand Symphony Orchestra]

**Tenant**

**and**

**Guarantor**



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## DEED OF LEASE

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**General address of the premises:**  
[Wellington Town Hall, 109 Wakefield Street, Wellington]



**Appendix 8: Deed of Impartiality**

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This Deed is made on

2018

- between (1) [•] (Engineer)
- and (2) Wellington City Council (WCC)
- and (3) Victoria University of Wellington (VUW)
- and (4) New Zealand Symphony Orchestra (NZSO)

## Introduction

- A. WCC, VUW and NZSO are parties to an agreement entitled "Collaboration and Redevelopment Agreement relating to Wellington Town Hall" dated 21 March 2018 (Agreement).
- B. Pursuant to the Agreement, WCC, as principal, has entered into a construction contract with [•], as contractor, dated [•] (Construction Contract).
- C. The Engineer has been appointed by WCC to perform the role of the engineer under, and as set out in, the Construction Contract (Construction Role) pursuant to an agreement between WCC and the Engineer dated [•] (Engineer's Agreement).
- D. The Engineer has also been appointed by WCC to perform the role of the engineer under, and as set out in, the Agreement pursuant to the Engineer's Agreement. For the purposes of this deed, the role of the engineer under the Agreement includes the engineer's duties under clauses 7.4(b)(i), 8.1(c)(ii), 9.4, 12.5, 12.6, and 19.4 of the Agreement, but excludes any rights or obligations imposed on the engineer solely through the application of clause 28(d) and 28(e) of the Agreement (CRA Role).
- E. Pursuant to the Agreement, each of the WCC, VUW and NZSO (the Beneficiaries) has an interest in the contract works the subject of the Construction Contract and the performance of the Agreement, and, therefore, in the performance of the Construction Role and the CRA Role by the Engineer.

## It is agreed

1. The Engineer acknowledges and agrees that in performing the Construction Role and/or the CRA Role (as applicable) it must, having regard to the nature and extent of the interest of each of the Beneficiaries under the Agreement in any decision being made, or the performance of any obligation, pursuant to the Construction Role and/or CRA Role (as applicable):
- (a) act impartially so as to be fair and even-handed between the Beneficiaries; and
  - (b) not perform the Role with any bias, prejudice or favouring one or more Beneficiaries over any other.
2. Each of NZSO and VUW acknowledges and agrees that the Engineer has the same, and no greater, obligations and liability to it for the performance of the Construction Role and the CRA Role as if it had entered into the Engineer's Agreement in place of WCC.

**Execution**

Executed as a deed.

[insert execution block]

---

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FAX +64 4 915 6810

out of scope

**From:** Peter Biggs <[Peter.Biggs@nzso.co.nz](mailto:Peter.Biggs@nzso.co.nz)>  
**Sent:** Friday, 20 October 2023 11:34 AM  
**To:** John Allen <[john.allen@wellingtonnz.com](mailto:john.allen@wellingtonnz.com)>; James Roberts <[James.Roberts@wcc.govt.nz](mailto:James.Roberts@wcc.govt.nz)>; Mike Wilson <[mike.wilson@vuw.ac.nz](mailto:mike.wilson@vuw.ac.nz)>  
**Cc:** Susan Davies <[susan.davies@vuw.ac.nz](mailto:susan.davies@vuw.ac.nz)>; Emma Neas <[emma.neas@nzso.co.nz](mailto:emma.neas@nzso.co.nz)>; Craig Thorne <[craigt@nzso.co.nz](mailto:craigt@nzso.co.nz)>  
**Subject:** RE: NMC Presentation for CGG / Mayor

Thank John.

The fundraising slide contains the latest information from the University (**Craig: Please confirm**).

The pictorial rendering of the site is a moving visual of the entire precinct – so the viewer will travel across all the buildings envisaged in the wider project. As I indicated in my note, I've just sent a still of that rendering video as it would make the file too big to send efficiently.

The purpose of the video is to refresh the vision for the project and create a real sense of what this project will bring to Wellington – and more widely.

Happy to adapt as needed.

Thanks again

Biggsy

**Peter Biggs**  
Chief Executive

M: s7(2)(a)  
E: [peter.biggs@nzso.co.nz](mailto:peter.biggs@nzso.co.nz)



Level 1, Findex House  
57 Willis St, Wellington

P: 0800 479 674  
W: [nzso.co.nz](http://nzso.co.nz)

**From:** John Allen <[john.allen@wellingtonnz.com](mailto:john.allen@wellingtonnz.com)>  
**Sent:** Friday, October 20, 2023 10:57 AM  
**To:** Peter Biggs <[Peter.Biggs@nzso.co.nz](mailto:Peter.Biggs@nzso.co.nz)>; James Roberts <[James.Roberts@wcc.govt.nz](mailto:James.Roberts@wcc.govt.nz)>; Mike Wilson <[mike.wilson@vuw.ac.nz](mailto:mike.wilson@vuw.ac.nz)>  
**Cc:** Susan Davies <[susan.davies@vuw.ac.nz](mailto:susan.davies@vuw.ac.nz)>; Emma Neas <[emma.neas@nzso.co.nz](mailto:emma.neas@nzso.co.nz)>  
**Subject:** RE: NMC Presentation for CGG / Mayor

Thanks Peter. I think the idea of a presentation is a good one. I am not sure whether the material you have sent through is what you intended. If it is it will need some work from all of us – the fundraising slide for example is not up to date and the pictorial rendering of the site is, I suspect, not what is being envisaged today. Happy to discuss. Regards, John.

John Allen  
CEO

WellingtonNZ  
Level 1, 175 Victoria Street, Wellington 6011  
PO Box 10017, Wellington 6140  
New Zealand  
[WellingtonNZ.com](http://WellingtonNZ.com)

# The Collaborative Governance Group: A partnership to progress and complete the National Music Centre – how we’ll work together

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- The Wellington City Council (WCC), Victoria University of Wellington (VUW) and the New Zealand Symphony Orchestra (NZSO) are partners in creating the visionary National Music Centre project.
- Together, we are committed to shaping a shared vision for the project (bearing in mind the original shared vision in Section 2.2 of The Partnership Accord Agreement (PAA): *to create a vibrant world-class centre of musical and creative excellence, education, cultural connections and community engagement in the heart of Wellington’s Civic Centre.* **Note:** An updated vision is being developed.
- How we work together is based on these principles:
  - Collegiality
  - Honesty
  - Trust
  - Openness
  - Professionalism
  - Fairness
  - Effectiveness
  - Inclusion
- Our focus and responsibility are the strategic governance of the National Music Centre project and ensuring its successful completion, in accordance with the shared vision, and that it delivers to the expectations and needs of each of the partner entities. The (PAA) captures the details of how we’ll do this.
- We commit to an agile and inclusive way of working together.
- We shall endeavour to resolve disagreements collegially. If we cannot achieve this, then the dispute resolution steps outlined in the PAA will apply.

Signed .....

Name: **Kym Fell**

Date: .....

Wellington City Council | Me Heke Ki Pōneke

Signed



Name: **Sarah Leggott**

Date: **23 February 2023**

Te Herenga Waka—Victoria University of Wellington

Signed .....

Name: **Peter Biggs**

Date: .....

New Zealand Symphony Orchestra | Te Tira  
Pūoro o Aotearoa

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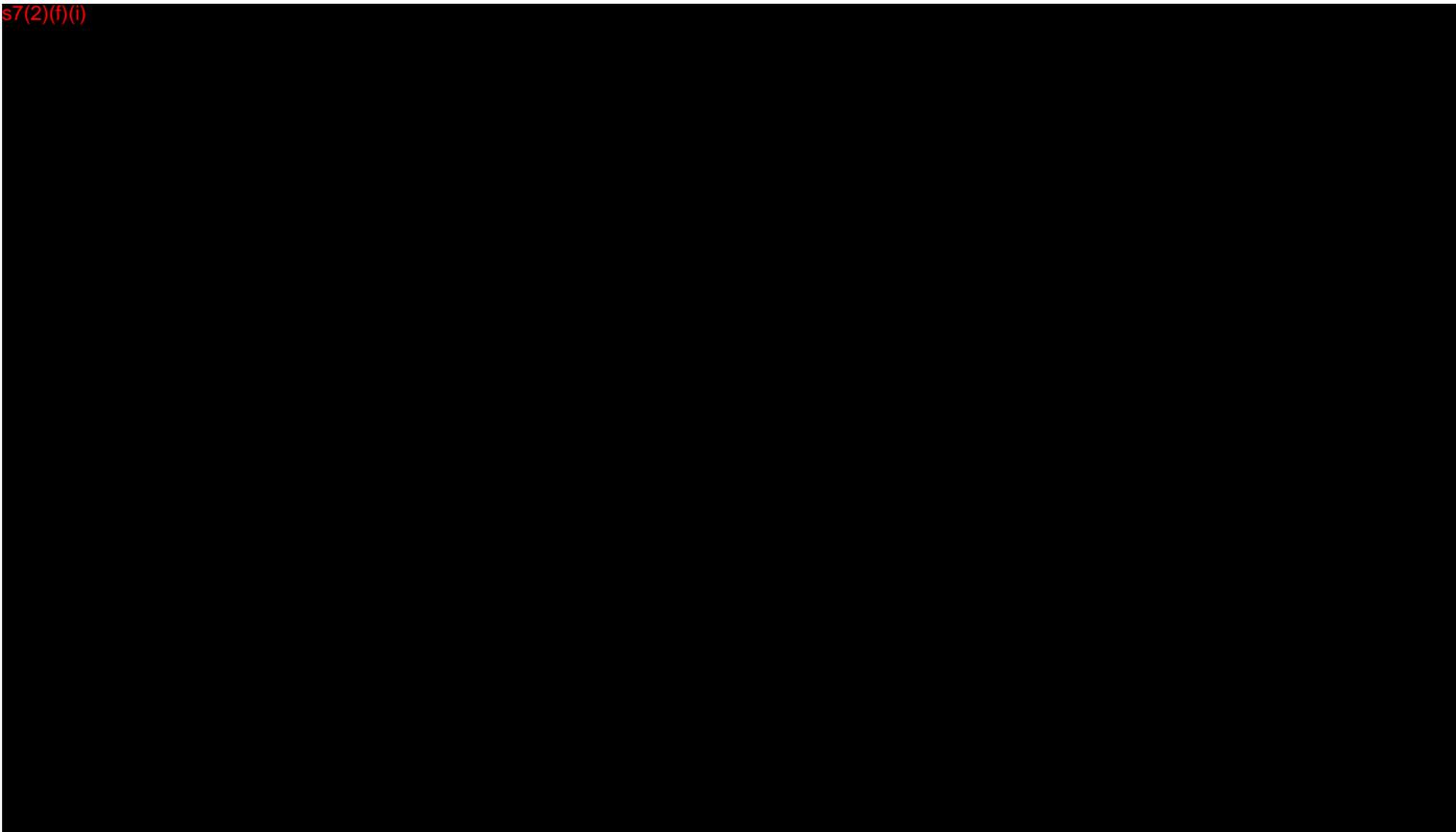
**From:** Peter Biggs <Peter.Biggs@nzso.co.nz>  
**Sent:** Friday, 22 September 2023 8:52 am  
**To:** John Allen; James Roberts; Mike Wilson  
**Cc:** Susan Davies  
**Subject:** FW: Advancing the PAA to final signature [GREE-ACTIVE.FID2227]  
**Attachments:** NMC PAA 2023 - WCC Legal comments.pdf; NMC PAA 2023 - Dentons high level comments.docx; 50145842\_1 (Tracked NMC PAA 2003 - GR Edit - 29 August 2023).docx; 50145842\_1 (NMC PAA 2023 - GR Edits - 29 August 2023).docx

Kia ora koutou

As I mentioned at the CGG meeting yesterday, we now have the progressed PAA draft from Greenwood Roche. I suggest that we put confirming the PAA on the agenda for the CGG meeting on Thursday 26 October.

s7(2)(a), a Partner at GR, has led this work and his covering note is below:

s7(2)(f)(i)



*Very happy to discuss and to assist as necessary to bring the PAA to a close!*

Ngā mihi

Biggsy

**Peter Biggs**  
Chief Executive

M: s7(2)(a)  
E: [peter.biggs@nzso.co.nz](mailto:peter.biggs@nzso.co.nz)



Principal Partners

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THE NZSO  
FOUNDATION

Level 1, Findex House  
57 Willis St, Wellington

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W: [nzso.co.nz](http://nzso.co.nz)

---

---

**From:** Denise Anglesey <denise.anglesey@nzso.co.nz>  
**Sent:** Tuesday, 21 February 2023 5:07 pm  
**To:** John Allen; Kym Fell; sarah.leggott@vuw.ac.nz  
**Cc:** Gisella Carr; vicky.boswell@vuw.ac.nz  
**Subject:** Potential Oversight Roles for the CGG ...  
**Attachments:** CGG - Potential Oversight Role.docx

Kia ora koutou

Biggsy asked me to send the attached – for discussion at tomorrow’s CGG meeting.

Regards

Denise

**Denise Anglesey**  
Executive Coordinator

s7(2)(a)

E: [denise.anglesey@nzso.co.nz](mailto:denise.anglesey@nzso.co.nz)



Principal Partners

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Wellington City Council  
Me Whāriki i Pihoro

 nzherald.co.nz

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BY SKYCITY

 Summerset  
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**To:** John Allen <[john.allen@wellingtonnz.com](mailto:john.allen@wellingtonnz.com)>; Kym Fell <[Kym.Fell@wcc.govt.nz](mailto:Kym.Fell@wcc.govt.nz)>; Peter Biggs <[peter.biggs@nzso.co.nz](mailto:peter.biggs@nzso.co.nz)>

**Cc:** Sarah Leggott <[sarah.leggott@vuw.ac.nz](mailto:sarah.leggott@vuw.ac.nz)>; Emma Santer <[Emma.Santer@wellingtonnz.com](mailto:Emma.Santer@wellingtonnz.com)>; Emilee Dimcheff <[Emilee.Dimcheff@wcc.govt.nz](mailto:Emilee.Dimcheff@wcc.govt.nz)>; NZSO EA ([ea@nzso.co.nz](mailto:ea@nzso.co.nz)) <[ea@nzso.co.nz](mailto:ea@nzso.co.nz)>; Vicky Boswell <[vicky.boswell@vuw.ac.nz](mailto:vicky.boswell@vuw.ac.nz)>

**Subject:** Operational Management Group - Wellington Town Hall

Kia ora koutou

In preparing for the proposed CGG discussion regarding the role of the Operational Management Group (OMG) for the Wellington Town Hall (WTH), we have come across the attached documentation from the last meeting of this group, held in August 2022 (shared with the CGG in September last year).

These documents record discussions last year about the objectives of the OMG and membership of the group (see point 3 in the attached minutes). They also confirm that it was agreed that the role of the OMG was to develop an operating model for the WTH, with the wider NMC objectives and operational requirements out of scope for the OMG.

Given that this work on the OMG's role and purpose was undertaken last year and that the group has not met since August, my view is that the next step should be for the OMG to reconvene as soon as possible to progress discussions on the WTH operating model. We can then ask the group to update the CGG on their discussions and action plan. I know there was a view that we needed the PAA to be finalised before reconvening the OMG, but given timing I think we should progress both pieces of work in parallel.

Could you please let me know if you are happy with this approach?

Regarding membership of the OMG, the membership proposed last year is as below; I would be very grateful if you could each confirm/advise who should represent your organisations on this group for the next phase of work, as we are aware that there have been some staffing changes:

- VUW - Tenant and key stakeholder *Sally Jane Norman (NZSM) and Craig Sutton (Property Services)*
- NZSO - Tenant and key stakeholder *Kaine Thompson's replacement?? and Kirsten Mason*
- Wellington Venues – Council venue operator and supporter *Warrick Dent*
- WCC property – Landlord *Peter Brennan and Danny McComb's replacements?*
- WCC Town Hall project team – Delivery Town Hall build *Bede Crestani, Tarin Walker,*

Many thanks in advance for your responses.

Noho ora mai  
Sarah

**Professor Sarah Leggott**

Acting Pro Vice-Chancellor | Kaiwhakakapi Toi Aropai  
Humanities, Social Sciences and Education

Phone 04 463 5340

1 September 2023

No. 45 Rev 1

Craig Sutton  
Senior Project Manager, Campus Development  
PO Box 600  
Wellington 6140

Craig

Wellington Town Hall: VUW Tenancy – Revalidated Price

1. Please find enclosed the revalidated price and subcontractor quotes provided to WCC by the Contractor on 31 August 2023 as promised.
2. The Contractor has also provided a programme concerning the VUW fit out which is also enclosed.

Yours sincerely

Bede Crestani

pp Jon Williams



Project Manager – Te Toka

s7(2)(a)

[bede.crestani@wcc.govt.nz](mailto:bede.crestani@wcc.govt.nz)

CC: s7(2)(a) : Engineer

s7(2)(a)

RLB

21 April 2023

No. 40 Rev 0

Craig Thorne  
Level 8  
Crowe Horwath House  
57 Willis St  
Wellington 6141

Craig

Wellington Town Hall: Sheet Piling As-Built Locations and Impact on Basement Design

As informally discussed, the as-built locations of the sheet piles in the auditorium ground will necessitate a redesign of the basement. The impact of this redesign will affect parts of the NZSO tenancy – as detailed in the attached sketches from the base build architect.

This necessary redesign will form a WCC Variation and therefore NZSO consultant costs will be invoiced to NZSO but ultimately borne by WCC. To expediate the redesign with a view to meeting programme, WCC are comfortable with tenant consultants accounting for time spent on a charge-up basis.

We formally request that the base build design consultants are permitted to coordinate with the NZSO design consultants to complete both the base build and tenancy redesign with the goal of achieving the design intent within the revised constraints and minimizing the effect on the NZSO Tenancy.

Yours sincerely

p.p. Jon Williams



Bede Crestani  
Project Manager – Te Toka  
s7(2)(a)  
[bede.crestani@wcc.govt.nz](mailto:bede.crestani@wcc.govt.nz)

CC: s7(2)(a) : Engineer

s7(2)(a) TSA

12 April 2023

No. 39 Rev 0

Lincoln North  
Senior Project Manager  
PO Box 600  
Wellington 6140

Craig Thorne  
Level 8  
Crowe Horwath House  
57 Willis St  
Wellington 6141

Craig/Lincoln

Wellington Town Hall: CRA Sections 14 and 15 - Tenant Fit Out Contract Works Insurance Policy

Should the Tenants determine at their discretion to proceed with the Tenant Fitout Works then under clauses 14 and 15 of the CRA a contract works insurance policy must be (caused to be) effected and maintained.

The CRA offers two solutions:

1. Section 14: Tenant Fitout Works are added to or included in the existing WCC contract works policy; or
2. Section 15: Separate policies are (caused to be) effected and maintained by the Tenants.

Due to Tenant Uplift Works being included in the Contract Works, both Tenants are currently named as Interested Parties on the existing WCC contract works insurance policy as confirmed in memo 21. This is separate to the requirement for insuring the Tenant Fitout Works.

The existing WCC contract works insurance policy specifically excludes Natural Perils - meaning earthquake, subterranean fire, volcanic eruption and/or tsunami.

Should either Tenant opt to use section 14 for their contract works insurance policy then the Natural Peril exclusion shall be accepted by the Tenant. For clarity, in this circumstance WCC shall not be held liable should the relevant Tenant Fitout Works become damaged through Natural Peril.

Should either Tenant prefer to use section 15 and (cause to) effect and maintain a contract works policy themselves, then we suggest the **two parties' insurance brokers are permitted to talk to one another to ensure the two policies are complimentary and leave no avoidable gaps.**

If it would be helpful to discuss options and Natural Perils with the WCC insurance broker Aon, then please let us know.

Please respond at your earliest convenience with the preferred choice of your organisation.

Yours sincerely



Bede Crestani  
[REDACTED] er – Te Toka

[bede.crestani@wcc.govt.nz](mailto:bede.crestani@wcc.govt.nz)

CC: [REDACTED]: Engineer

[REDACTED] – TSA

3 April 2023

No. 38 Rev 0

Lincoln North  
Senior Project Manager  
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Wellington 6140

Craig Thorne  
Level 8  
Crowe Horwath House  
57 Willis St  
Wellington 6141

Craig/Lincoln

Wellington Town Hall: Use of the Municipal Office Building (MOB)

Noting that the Contractor has clarified as part of their Tenancy Pricing Information that their price indicates

1. Assumption of the continued site set up within MOB
2. No allowance for storage of items requiring early procurement or of pre-purchased plant and materials to limit fluctuation cost

The Wellington Town Hall Redevelopment Project team (**Te Toka**) have verbally indicated to both tenants that subject to available space and loading constraints the tenants will be able to utilise parts of MOB for Wellington Town Hall Tenancy Fitout storage.

This memo is to formalise the above offer and clarify that the fate of MOB lies outside of **Te Toka's remit**. We are aware of WCC plans to demolish MOB but note this has not yet been formally approved by Council. Resource Consent for its demolition has not yet been submitted. **Te Toka** will make best endeavours to make storage space available, but given the uncertainty and **Te Toka's** lack of agency – neither the Wellington Town Hall Redevelopment Project nor WCC will be held accountable for any costs that could be incurred by the tenants should MOB become unavailable for any reason.

We will continue to monitor developments concerning WCC decisions on MOB and will be sure to keep both tenants abreast of any relevant information and timelines.

Yours sincerely



Bede Crestani  
Manager – Te Toka

s7(2)(a)

[bede.crestani@wcc.govt.nz](mailto:bede.crestani@wcc.govt.nz)

CC: s7(2)(a): Engineer

s7(2)(a) – TSA

28 February 2023

No. 36 Rev 0

Craig Thorne  
Level 8  
Crowe Horwath House  
57 Willis St  
Wellington 6141

Craig

Wellington Town Hall: CRA NZSO Tenancy Pricing Information

Please find enclosed the NZSO Tenancy Pricing Information for the NZSO Fitout Works and Tenancy Variation Costs for the Tenant Variations which comprise the NZSO tenancy integration package.

We note that NZSO has indicated 30 March 2023 as a target date for formal approval of the Tenant Construction Cost, subject to cost and clarifications. We will communicate a plan for achieving this via email.

Yours sincerely



Bede Crestani  
Project Manager – Te Toka

s7(2)(a)  
[bede.crestani@wcc.govt.nz](mailto:bede.crestani@wcc.govt.nz)

CC: s7(2)(a) : Engineer

s7(2)(a) – TSA

s7(2)(a) TSA

28 February 2023

No. 35 Rev 0

Lincoln North  
Senior Project Manager  
PO Box 600  
Wellington 6140

Lincoln

Wellington Town Hall: CRA VUW Tenancy Pricing Information

Please find enclosed the VUW Tenancy Pricing Information for the VUW Fitout Works and Tenancy Variation Costs for the Tenant Variations which comprise the VUW tenancy integration package.

We note that VUW has indicated 27 March 2023 as a target date for formal approval of the Tenant Construction Cost, subject to cost and clarifications. We will communicate a plan for achieving this via email.

Yours sincerely



Bede Crestani  
Project Manager – Te Toka

s7(2)(a)

[bede.crestani@wcc.govt.nz](mailto:bede.crestani@wcc.govt.nz)

CC: s7(2)(a): Engineer

1 September 2023

No. 44 Rev 1

Craig Thorne  
Level 1  
Crowe Horwath House  
57 Willis St  
Wellington 6141

Craig

Wellington Town Hall: NZSO Tenancy – Revalidated Price

1. Please find enclosed the revalidated price and subcontractor quotes provided to WCC by the Contractor on 31 August 2023 as promised.

Yours sincerely

Bede Crestani

pp Jon Williams



Project Manager – Te Toka

s7(2)(a)

[bede.crestani@wcc.govt.nz](mailto:bede.crestani@wcc.govt.nz)

CC: s7(2)(a) : Engineer

s7(2)(a) - TSA

s7(2)(a) - RLB

25 August 2023

No. 43 Rev 1

Craig Thorne  
Level 1  
Crowe Horwath House  
57 Willis St  
Wellington 6141

Craig Sutton  
Senior Project Manager, Campus Development  
PO Box 600  
Wellington 6140

Craig and Craig

Wellington Town Hall: Construction Programme rev 27

1. Please find attached the latest construction programme, that is revision 27. Also attached are the three month look ahead and critical path programme.

Yours sincerely

Bede Crestani

pp Jon Williams



Project Manager – Te Toka

s7(2)(a)

[bede.crestani@wcc.govt.nz](mailto:bede.crestani@wcc.govt.nz)

CC: s7(2)(a): Engineer

s7(2) – TSA

12 June 2023

No. 42 Rev 1

Craig Thorne  
Level 8  
Crowe Horwath House  
57 Willis St  
Wellington 6141

Craig

Wellington Town Hall: Auditorium Rising Stage

Further to CRA memo 27 – three prices have been received from the Contractor, two from HME and one from ITE.

Discussions have been held with WellingtonNZ as the venue operator. Neither a fixed 0.8m stage or use of temporary lifting boxes to raise the stage to 1m are acceptable to them. At the same time, a 1m stage is not workable for NZSO and therefore a mechanical system remains the only option to satisfy all parties.

WellingtonNZ were approached for financial contribution however this is not possible as their capital budget is restricted to removable operational equipment.

s7(2)(b)(ii)

#### Summary

Given the importance of the rising stage to the vision of the National Music Hub, and in line with the commitment to share the ‘pain or gain’, WCC propose that both parties agree to increase their contribution to cover the total estimated cost at a 50/50 split. This would amount to an increase of \$0.4m on the agreed \$0.5m to make \$0.9m from each party.

This proposal has been informally communicated to both NZSO and the project Board, who have in principal accepted the need for the rising stage and the increased cost, **subject to NZSO’s approval**.

We request a formal response from NZSO by 16 June 2023 to allow us to instruct the Contractor and proceed with the works.

Yours sincerely

Bede Crestani



Bede Crestani

Project Manager – Te Toka

s7(2)(a)

[bede.crestani@wcc.govt.nz](mailto:bede.crestani@wcc.govt.nz)

CC: s7(2)(a) : Engineer

s7(2)(a) – TSA

7 November 2023

No. 50 Rev 0

Craig Thorne  
Level 1  
Crowe Horwath House  
57 Willis St  
Wellington 6141

Craig

Wellington Town Hall: NZSO Rising Stage Discontinued

1. Further to memos 37 and 42, this memo confirms the informal discussions held with NZSO regarding the fate of the auditorium stage.
2. The WCC Project team has received direction from the Project Board to discontinue the mechanically rising stage with NZSO's agreement.
3. The stage will be lowered to 800mm as an NZSO Tenant Variation, including any resultant and required integrative works to the surrounds such as lowering the stage wings to 800mm.
4. Design of these works will be completed by the base build design team, along with the other items from Variation ONE – namely 1.5 (removal of stringers) and 1.6 (reconfiguring stage run off areas).
5. As a Tenant Variation all associated costs for this change shall be borne by NZSO.
6. The design team shall explore the use of in-situ manual risers, which may be able to collapse in place and achieve the required variation in stage height. If this is found to be a viable option further discussion around cost sharing shall be arranged.
7. Should (6) be found not to be viable and raising of the stage to 1000mm only be achievable through the use of e.g. temporary Prolyte risers, then purchase, storage, installation and deinstallation of the risers shall not be the responsibility of NZSO.
8. Please provide NZSO's formal response to the above.

Yours sincerely

Jon Williams



s7(2)(a) [redacted] Manager – Te Toka

[jon.williams@wcc.govt.nz](mailto:jon.williams@wcc.govt.nz)

CC: s7(2)(a) [redacted] Engineer

s7(2)(a) [redacted] TSA

13 September 2023

No. 46 Rev 0

Craig Thorne  
Level 1  
Crowe Horwath House  
57 Willis St  
Wellington 6141

Craig Sutton  
Senior Project Manager, Campus Development  
PO Box 600  
Wellington 6140

Craig and Craig

Wellington Town Hall: Contract Works Insurance Update

1. Further to CRA Memo 39 and the letters of acceptance where both tenants opted to be included on the WCC contract works insurance policy, please find enclosed the latest contract works endorsement from Aon.
2. Please note the following:
  - a. Period has been extended to 31 December 2025
  - b. s7(2)(b)(ii) is unchanged and will be revised subject to Council approval.
3. Tenancy contributions are expected to start with the fit-outs, dates to be confirmed closer to the time.
4. Given the pro-rata nature of tenancy contributions, these will not be finalised until 2.b has occurred.

Yours sincerely

Bede Crestani



Project Manager – Te Toka

s7(2)(a)

[bede.crestani@wcc.govt.nz](mailto:bede.crestani@wcc.govt.nz)

CC: s7(2)(a) Engineer

s7(2) – TSA

7 November 2023

No. 52 Rev 0

Craig Thorne  
Level 1  
Crowe Horwath House  
57 Willis St  
Wellington 6141

Craig

Wellington Town Hall: WCC Variation: Functional Scope Changes

In line with recent meetings and agreements, please find attached documentation from Athfield detailing the proposed functional changes to the Town Hall to improve operational viability. These changes have been informally agreed with NZSO and this letter is to formally communicate them and seek acceptance.

Given these changes are proposed by WCC, they constitute a WCC Variation under the CRA.

Also enclosed is an Athfield **document detailing which parts of the Town Hall works should be placed 'On Hold' now, to minimise rework and protect the critical path.**

WCC request that NZSO review the documents and provide formal acceptance of:

1. The changes which affect the NZSO Premises
2. **The areas of the NZSO Tenancy which Athfield have indicated should be put 'On Hold'**

Yours sincerely

Jon Williams



Project Director (acting) – Te Toka

s7(2)(a)

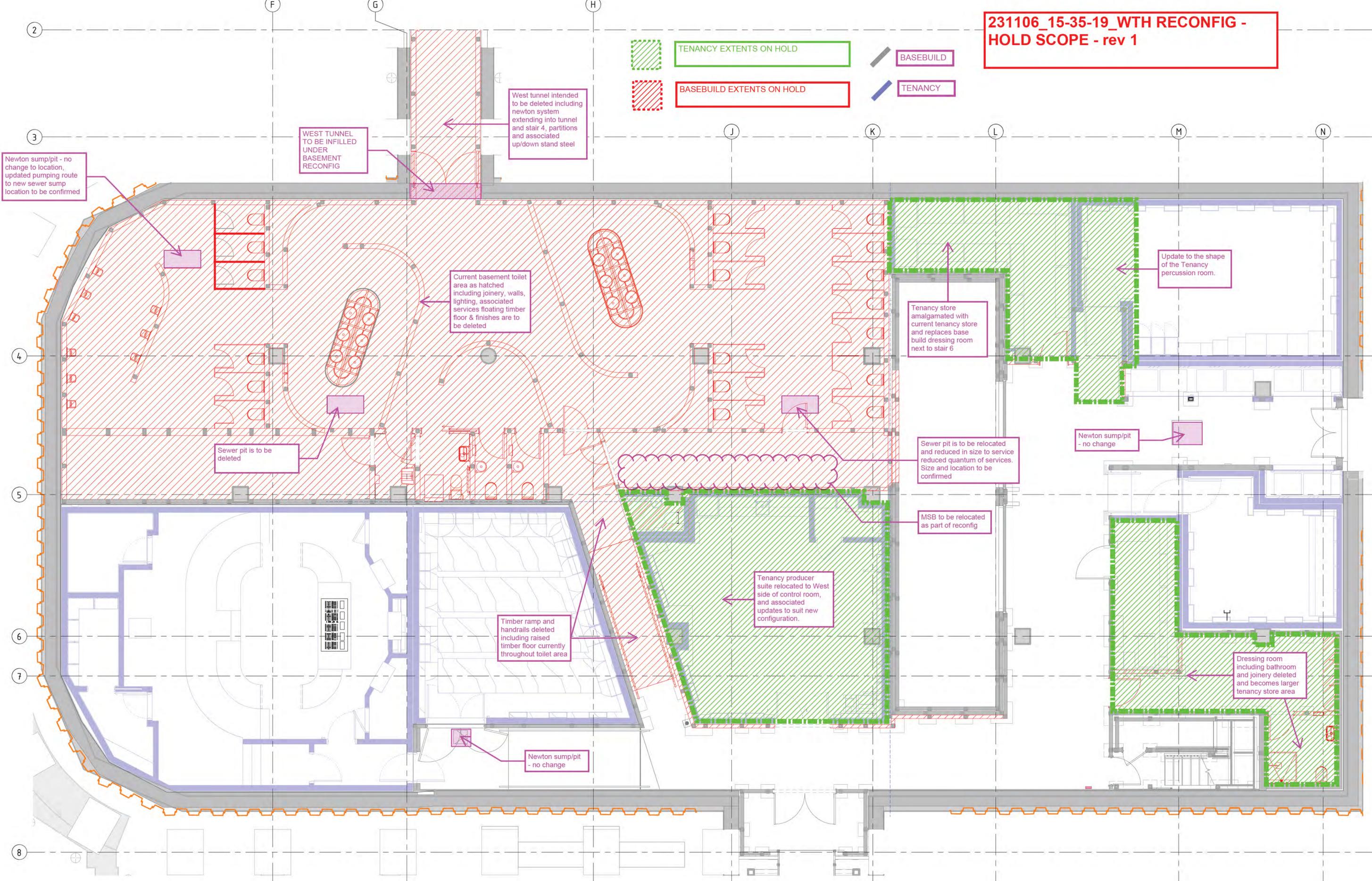
[jon.williams@wcc.govt.nz](mailto:jon.williams@wcc.govt.nz)

CC:

s7(2)(a) UW

s7(2)(a) engineer

**231106\_15-35-19\_WTH RECONFIG - HOLD SCOPE - rev 1**



**KEY:**

- TENANCY EXTENTS ON HOLD
- BASEBUILD
- BASEBUILD EXTENTS ON HOLD
- TENANCY

Newton sump/pit - no change to location, updated pumping route to new sewer sump location to be confirmed

WEST TUNNEL TO BE INFILLED UNDER BASEMENT RECONFIG

West tunnel intended to be deleted including newton system extending into tunnel and stair 4, partitions and associated up/down stand steel

Current basement toilet area as hatched including joinery, walls, lighting, associated services floating timber floor & finishes are to be deleted

Sewer pit is to be deleted

Timber ramp and handrails deleted including raised timber floor currently throughout toilet area

Newton sump/pit - no change

Tenancy store amalgamated with current tenancy store and replaces base build dressing room next to stair 6

Sewer pit is to be relocated and reduced in size to service reduced quantum of services. Size and location to be confirmed

MSB to be relocated as part of reconfig

Tenancy producer suite relocated to West side of control room, and associated updates to suit new configuration.

Newton sump/pit - no change

Update to the shape of the Tenancy percussion room.

Dressing room including bathroom and joinery deleted and becomes larger tenancy store area

STRUCTURAL ENGINEER:  
NAME : GHD  
PH  
FAX  
PO BOX  
EMAIL

SERVICES ENGINEER:  
NAME : GHD  
PH  
FAX  
PO BOX  
EMAIL

FIRE ENGINEER:  
NAME : Holmes Fire & Safety  
PH  
FAX  
PO BOX  
EMAIL

KEY:



No. Description Date

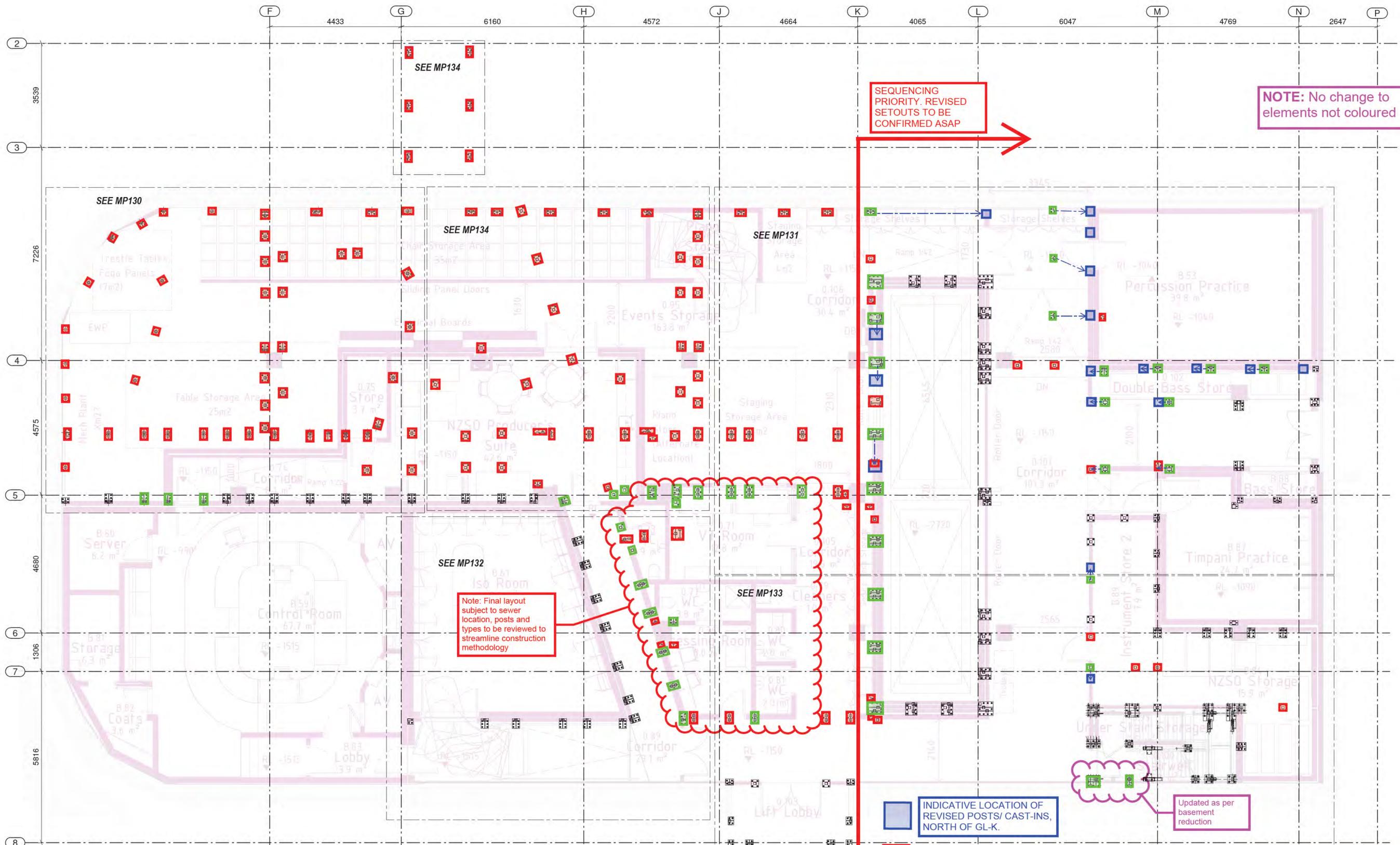
65 CAMBRIDGE TERRACE  
CHRISTCHURCH 8015  
PO BOX 3724  
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TEL 64 3 377 2007  
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a t h f i e l d  
a r c h i t e c t s  
l i m

Wellington Town Hall Development 15-35

**SKC318\_231106\_15-35-19\_WTH FUNCTIONAL SCOPE HOLD ADVICE**



SEQUENCING PRIORITY. REVISED SETOUTS TO BE CONFIRMED ASAP

NOTE: No change to elements not coloured

Note: Final layout subject to sewer location, posts and types to be reviewed to streamline construction methodology

INDICATIVE LOCATION OF REVISED POSTS/ CAST-INS, NORTH OF GL-K.

STEELWORK DELETED

STEELWORK SETOUT TO BE UPDATED & PLATE TYPE RE - CONFIRMED

Updated as per basement reduction

BASEMENT FIXED DOWN STRUCTURE: STEEL POSTS & CAST-INS

H.D. BOLTS KEYPLAN BASEMENT POST SCALE: 1:65

ARROW INDICATES NOTIONAL RELOCATION OF CAST-IN / POSTS

NOTE TO ENGINEER / ARCHITECT.  
PLEASE CONFIRM ALL SETOUT DIMENSIONS.  
PLEASE CONFIRM BASE PLATE RL's  
PLEASE CONFIRM BASE PLATE DETAILS.

Erection Notes		REV	NAME	DATE	DESCRIPTION
		A	ACC	06.10.2023	ISSUED FOR APPROVAL

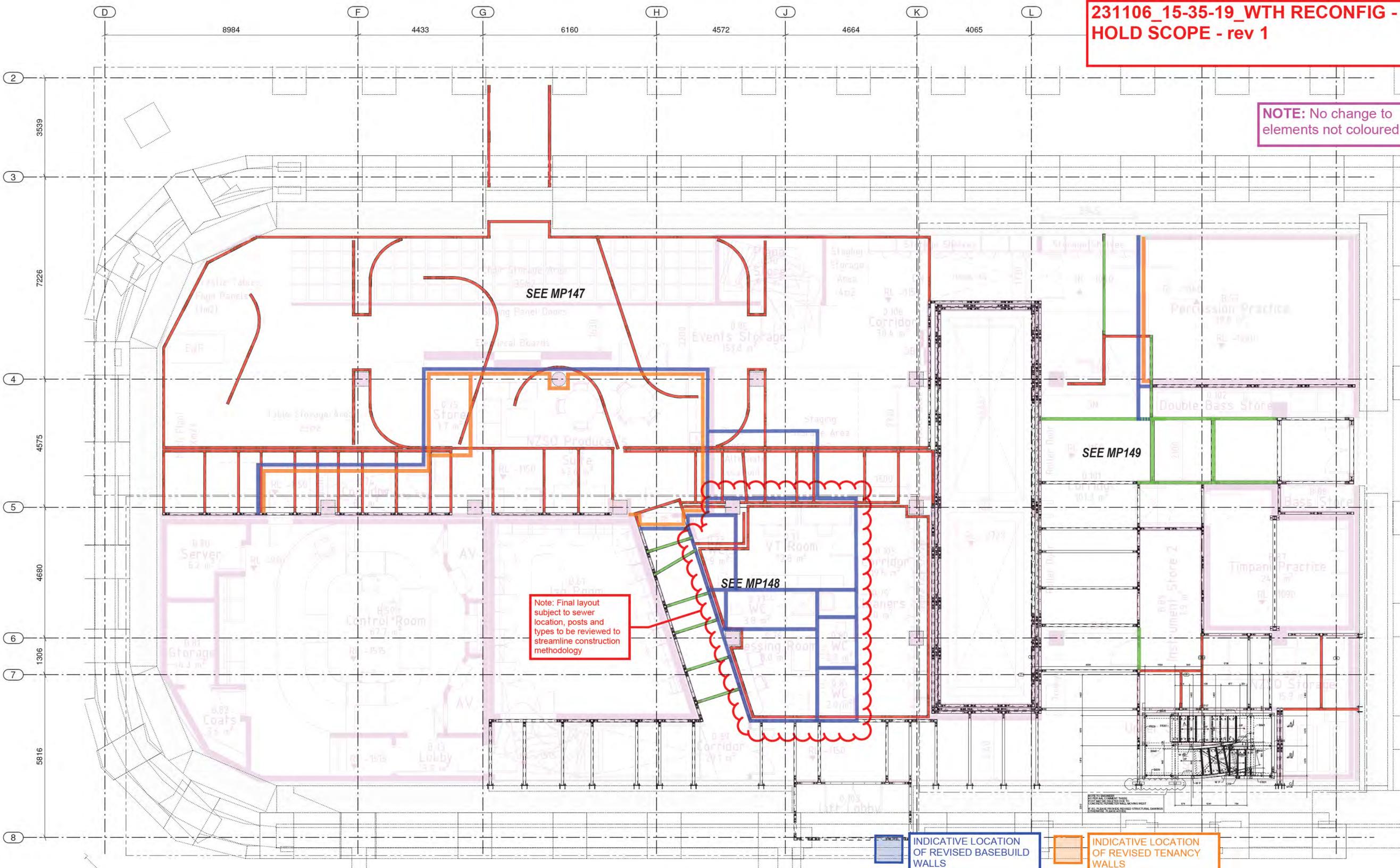
FOR APPROVAL

**Navlor** Steelconz

**SKC318\_231106\_15-35-19\_WTH**  
**FUNCTIONAL SCOPE HOLD ADVICE**

1:65 1337 1698 MP129 A1 A

**NOTE: No change to elements not coloured**



Note: Final layout subject to sewer location, posts and types to be reviewed to streamline construction methodology

**BASEMENT BEAM PLAN VIEW ( 1/4 )**  
SCALE: 1:70

- INDICATIVE LOCATION OF REVISED BASEBUILD WALLS
- INDICATIVE LOCATION OF REVISED TENANCY WALLS
- STEELWORK DELETED
- STEELWORK SETOUT TO BE UPDATED & PLATE TYPE RE - CONFIRMED

**BASEMENT FIXED DOWN STEEL STRUCTURE:**

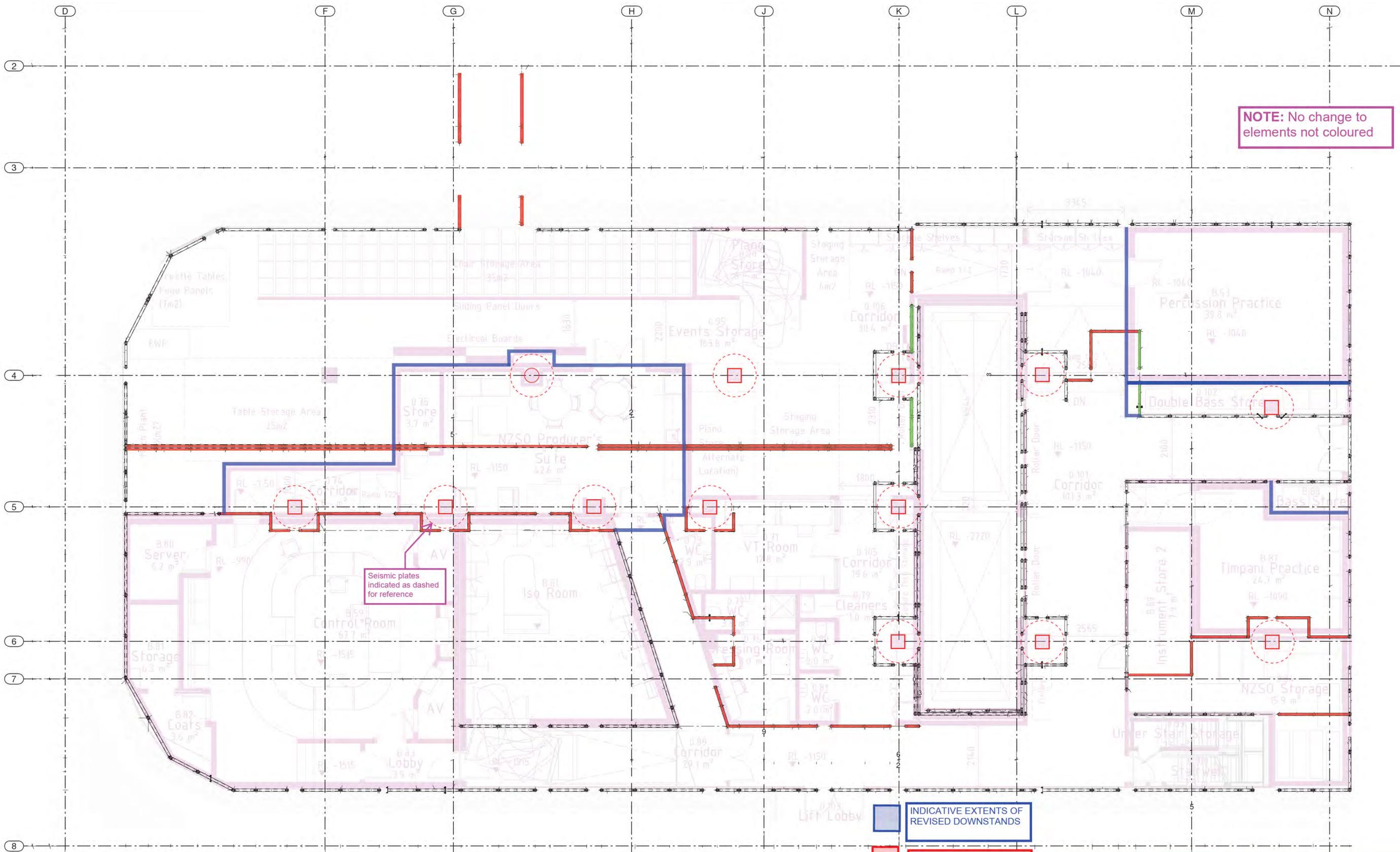
**NOTE:**  
CONCRETE OUTLINES ARE INDICATIVE ONLY. PLEASE REFER TO STRUCTURAL / ARCHITECTURAL DESIGN DRAWINGS FOR COMPLETE DETAILS.

Erection Notes		REV	NAME	DATE	DESCRIPTION
		A	ACC	25.10.2023	ISSUED FOR APPROVAL

FOR APPROVAL

**SKC318\_231106\_15-35-19\_WTH FUNCTIONAL SCOPE HOLD ADVICE**

1:70 1337 1698 MP141 A1 A



**NOTE:** No change to elements not coloured

Seismic plates indicated as dashed for reference

- INDICATIVE EXTENTS OF REVISED DOWNSTANDS
- STEELWORK DELETED
- STEELWORK SET OUT TO BE UPDATED & PLATE TYPE RE - CONFIRMED

**BASEMENT FIXED UP STRUCTURE: STEEL DOWNSTANDS**

**DOWNSTAND BEAM PLAN VIEW**  
SCALE: 1:85

**NOTE:**  
CONCRETE OUTLINES ARE INDICATIVE ONLY. PLEASE REFER TO STRUCTURAL / ARCHITECTURAL DESIGN DRAWINGS FOR COMPLETE DETAILS.

REV	NAME	DATE	DESCRIPTION
A	ACC	25.10.2023	ISSUED FOR APPROVAL

**SKC318\_231106\_15-35-19\_WTH FUNCTIONAL SCOPE HOLD ADVICE**

FOR APPROVAL

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MAIL@ATHFIELDARCHITECTS.CO.NZ  
WWW.ATHFIELDARCHITECTS.CO.NZ

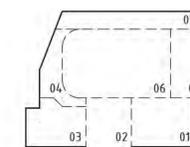
NOTES:

GA KEY

-  Indicates existing construction to remain
-  Indicates new construction

GA Notes:

1. Refer to drawing A0.0.03 for abbreviations, symbols and legends
2. Refer to detail plan A4 series for all door numbers, window numbers, wall types, dimensions etc
3. Refer to detail plan A4 series for references to all bathroom, stair and lift detail plans.



AREA KEY PLAN

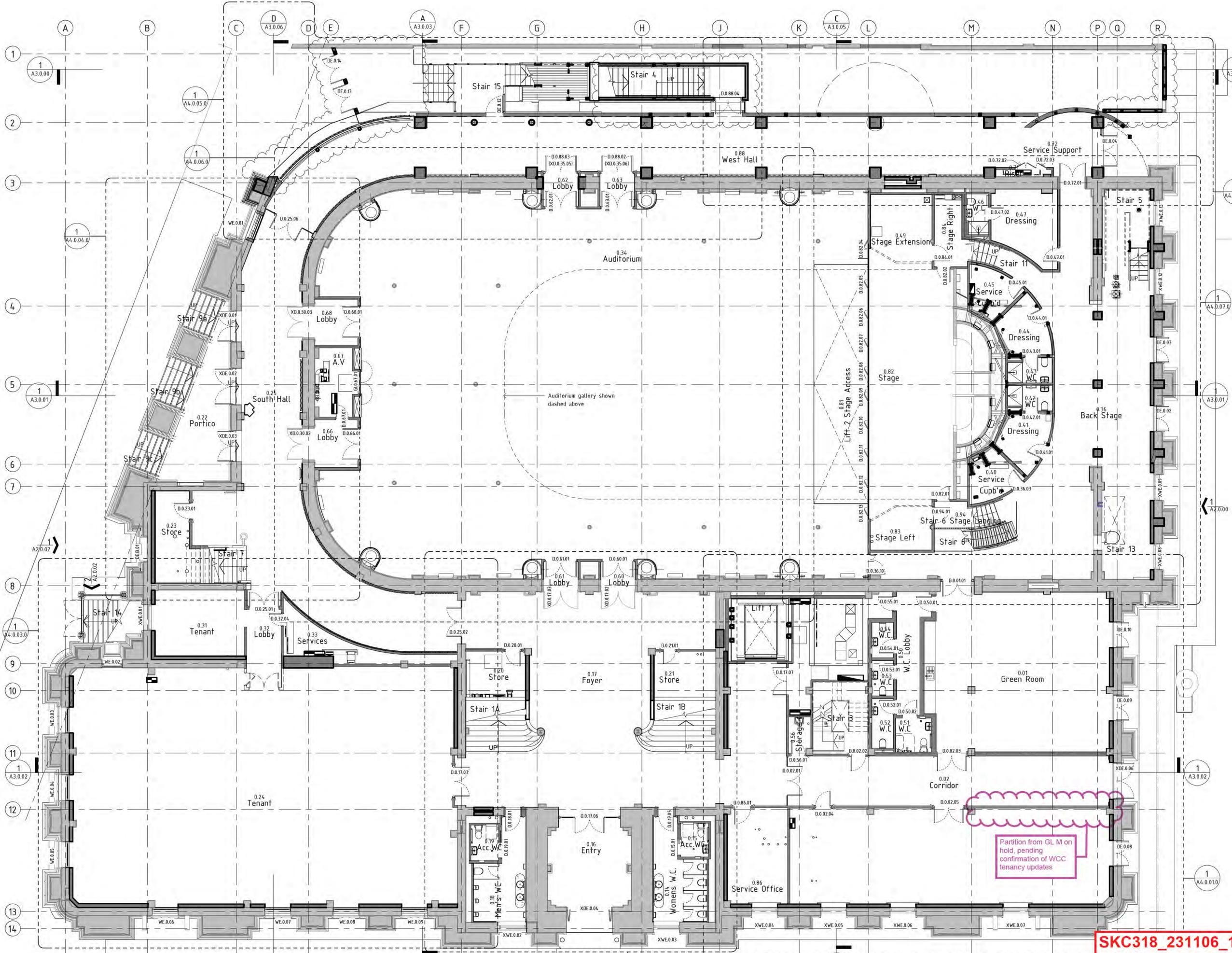
STRUCTURAL ENGINEER:  
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WEB holmesgroup.com

SERVICES ENGINEER:  
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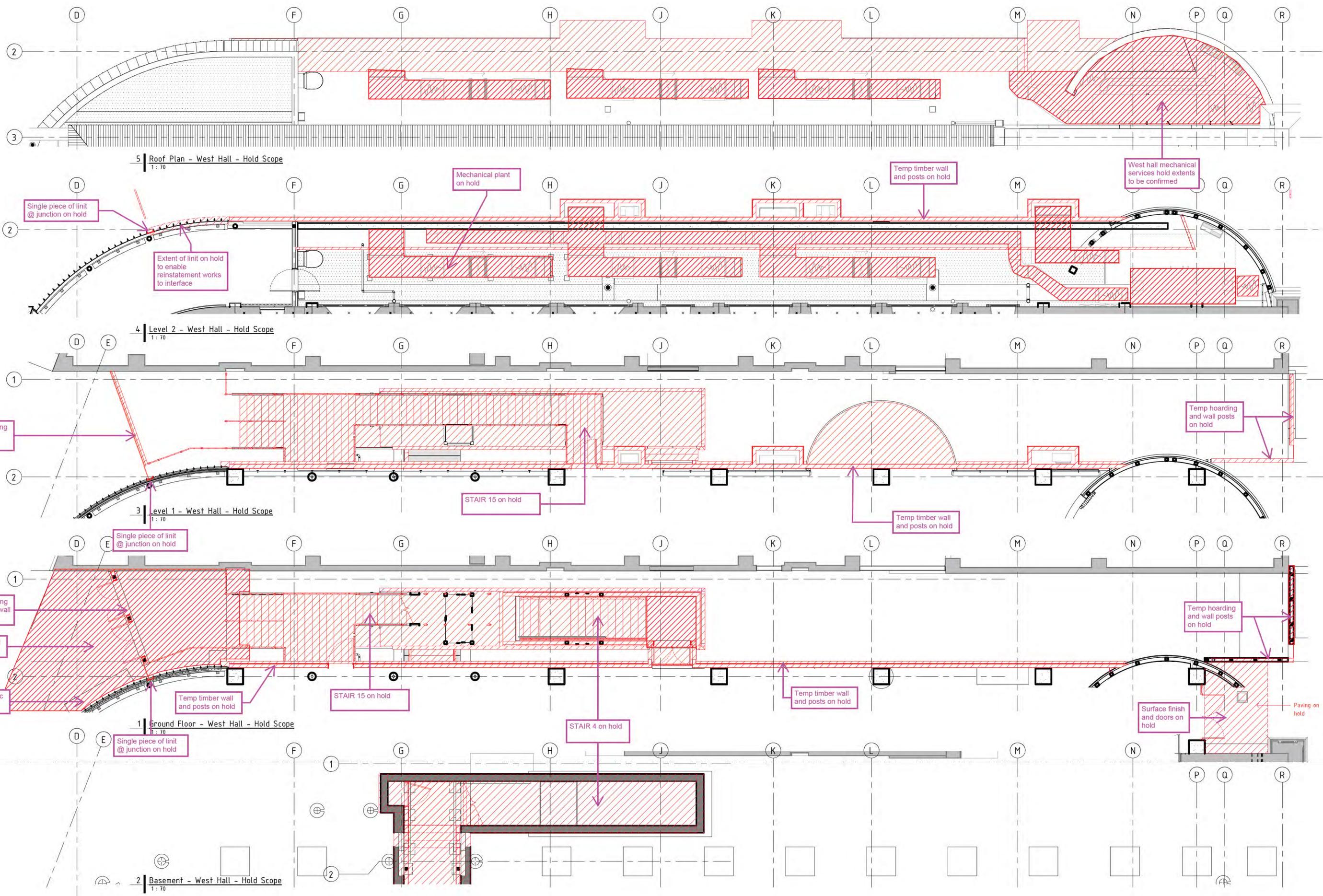
FIRE ENGINEER:  
Holmes Fire  
PH +64 4 471 1450  
PO BOX 942  
WEB holmesfire.com

No.	Description	Date
1	Tender and Building Consent	28/06/18
2	ISSUED FOR CONSTRUCTION	03/05/19
3	A081 West Hall Set Out Package	16/01/21
4	A0225 West Hall Amendment Package	11/12/21
5	A0304 West Hall Amendment Package	15/01/22

Wellington Town Hall Development 15-35  
109 Wakefield St, Wellington, 6011



Partition from GL M on hold, pending confirmation of WCC tenancy updates



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PH  
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EMAIL

SERVICES ENGINEER:  
NAME : GHD  
PH  
FAX  
PO BOX  
EMAIL

FIRE ENGINEER:  
NAME : Holmes Fire & Safety  
PH  
FAX  
PO BOX  
EMAIL

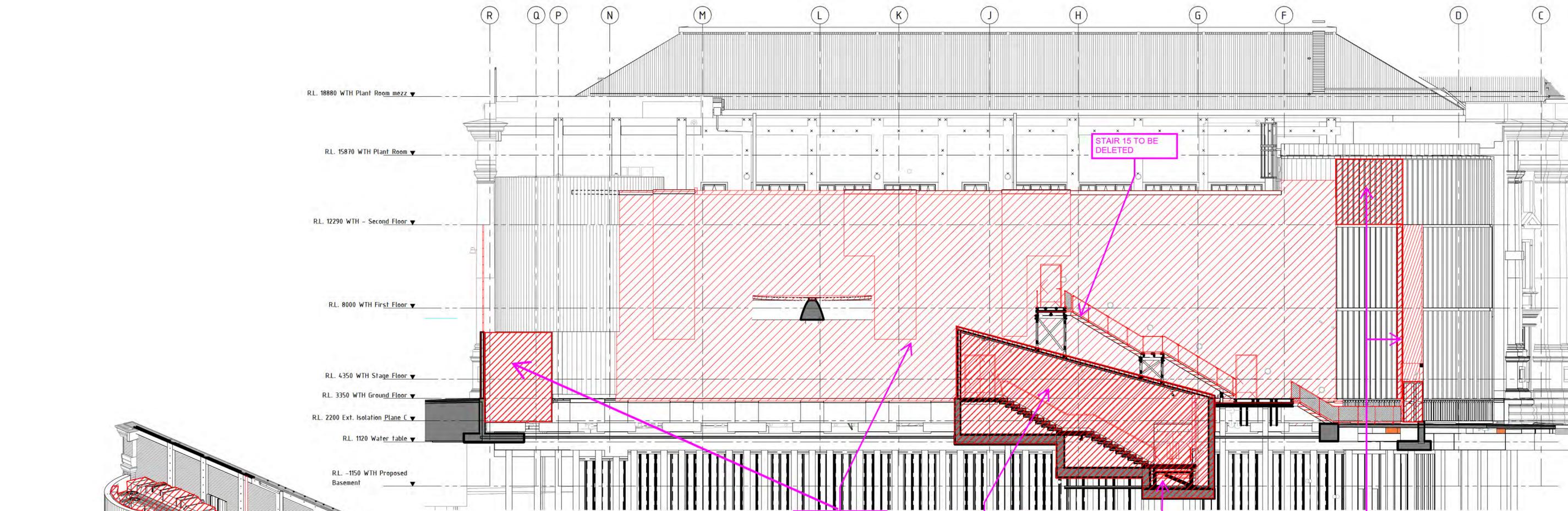
KEY:  
No. Description Date

45 CAMBRIDGE TERRACE  
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PO BOX 3724  
CHRISTCHURCH 8140  
NEW ZEALAND  
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FAX 64 3 377 2009

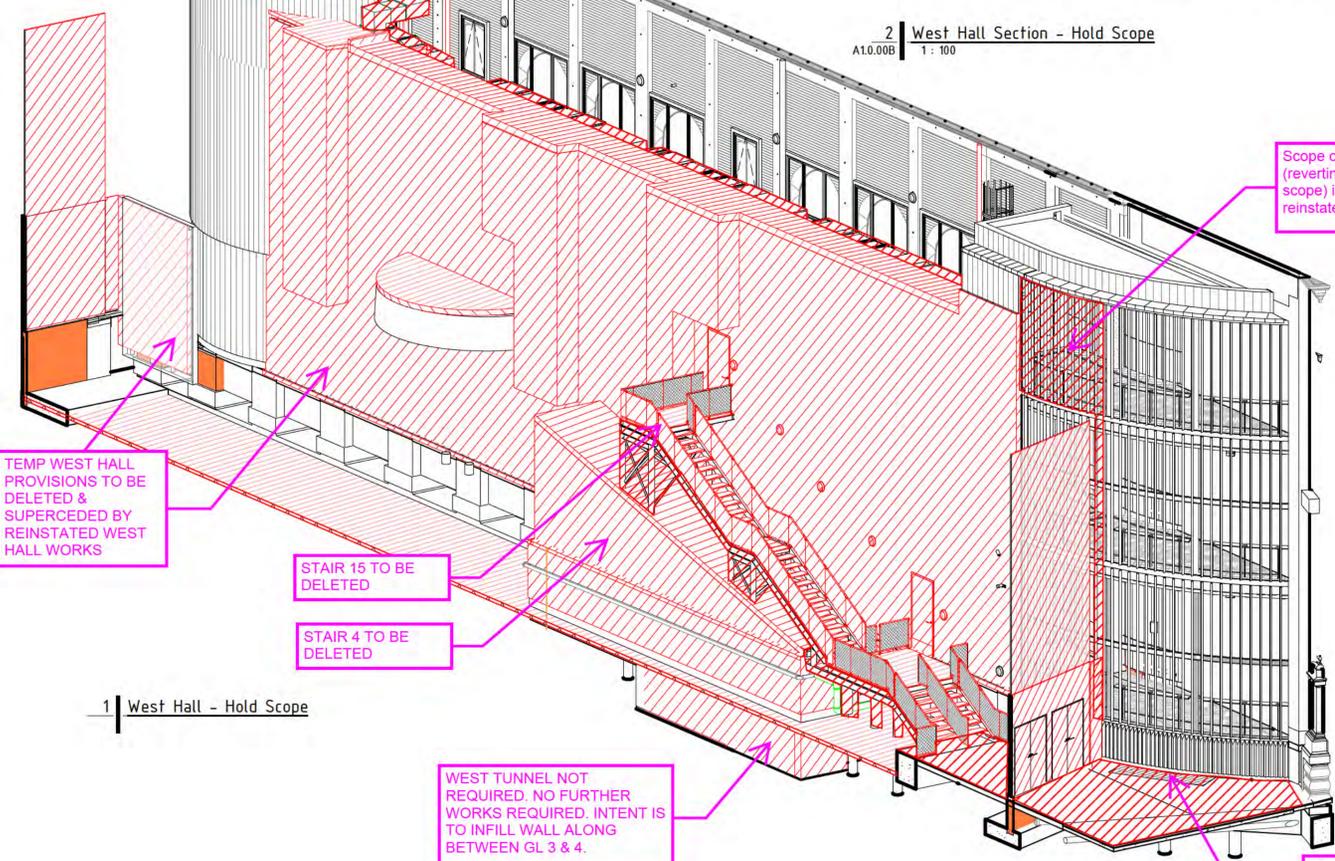
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Wellington Town Hall Development 15\_35

**SKC318\_231106\_15-35-19\_WTH  
FUNCTIONAL SCOPE HOLD ADVICE**



2 West Hall Section - Hold Scope  
A10.00B 1:100



1 West Hall - Hold Scope

EXTENTS OF ELEMENTS ON HOLD

STRUCTURAL ENGINEER:  
NAME : GHD  
PH  
FAX  
PO BOX  
EMAIL

SERVICES ENGINEER:  
NAME : GHD  
PH  
FAX  
PO BOX  
EMAIL

FIRE ENGINEER:  
NAME : Holmes Fire & Safety  
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FAX  
PO BOX  
EMAIL

KEY:

Date

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FAX 64 4 499 1960

a t h f i e l d  
a r c h i t e c t s  
l i m

Wellington Town Hall Development 15\_35

**SKC318\_231106\_15-35-19\_WTH  
FUNCTIONAL SCOPE HOLD ADVICE**

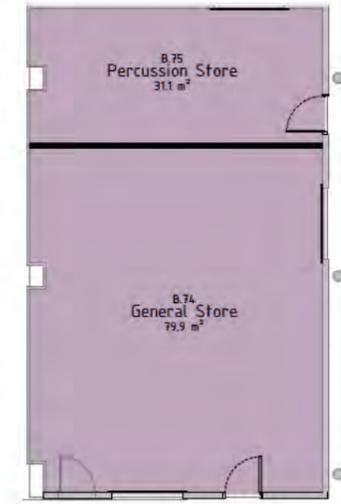
105 AMRITSAR STREET  
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WWW.ATHFIELDARCHITECTS.CO.NZ

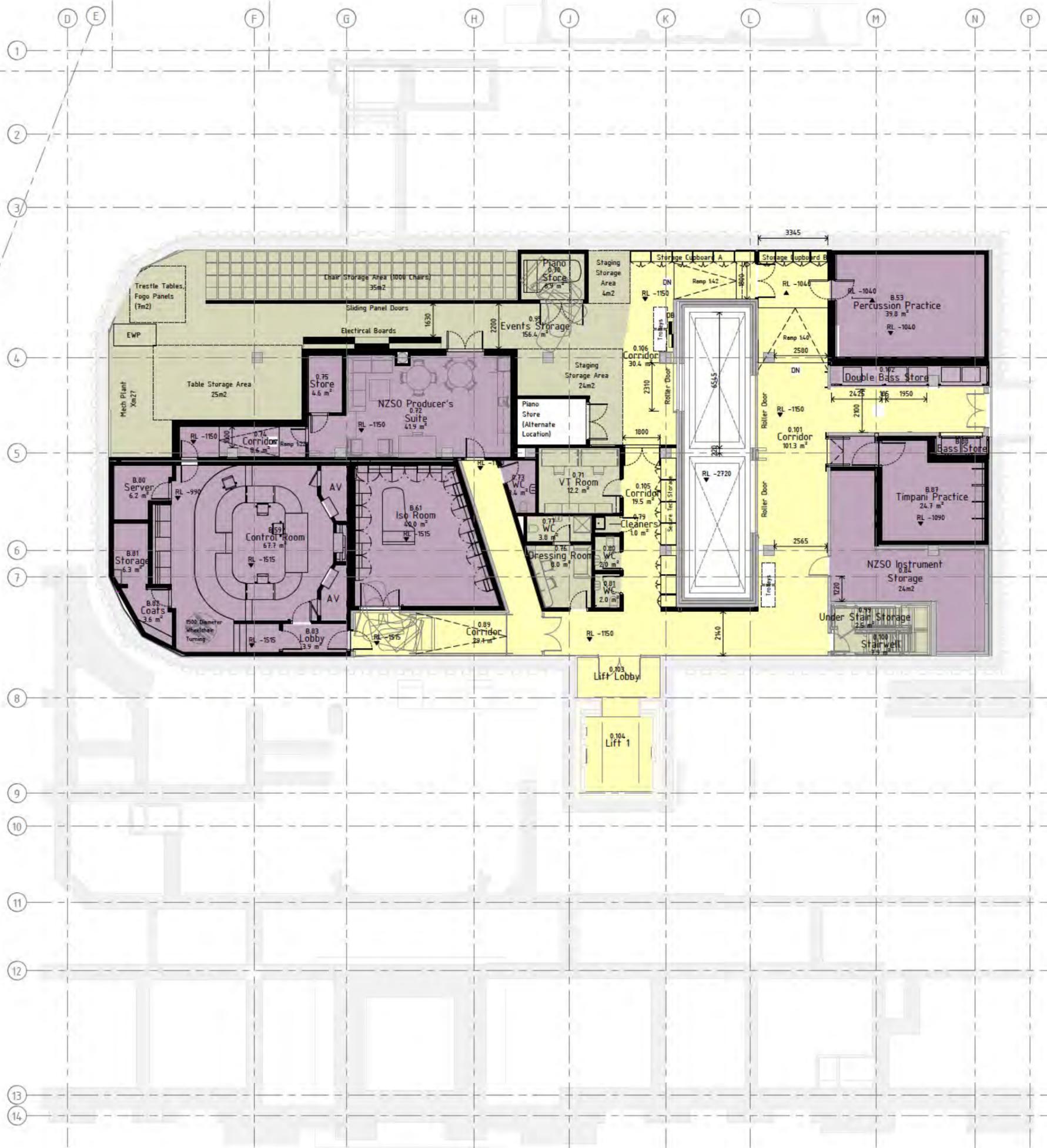
NOTES:

Room Legend

- NZSO
- NZSM
- WCC
- Circulation



NZSO STORAGE IN BASEMENT CARPARK



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No.	Description	Date
A	Developed Design	20/08/2021
B	Issue For Tender	26/07/2021
1	NZSO For Construction	19/07/2023

NZSO - Tenancy Fitout 21-13  
Wellington Town Hall

NZSO - GA Plan - Basement

1 : 100 @ A1  
half scale @ A3  
**B.1.00B-1**

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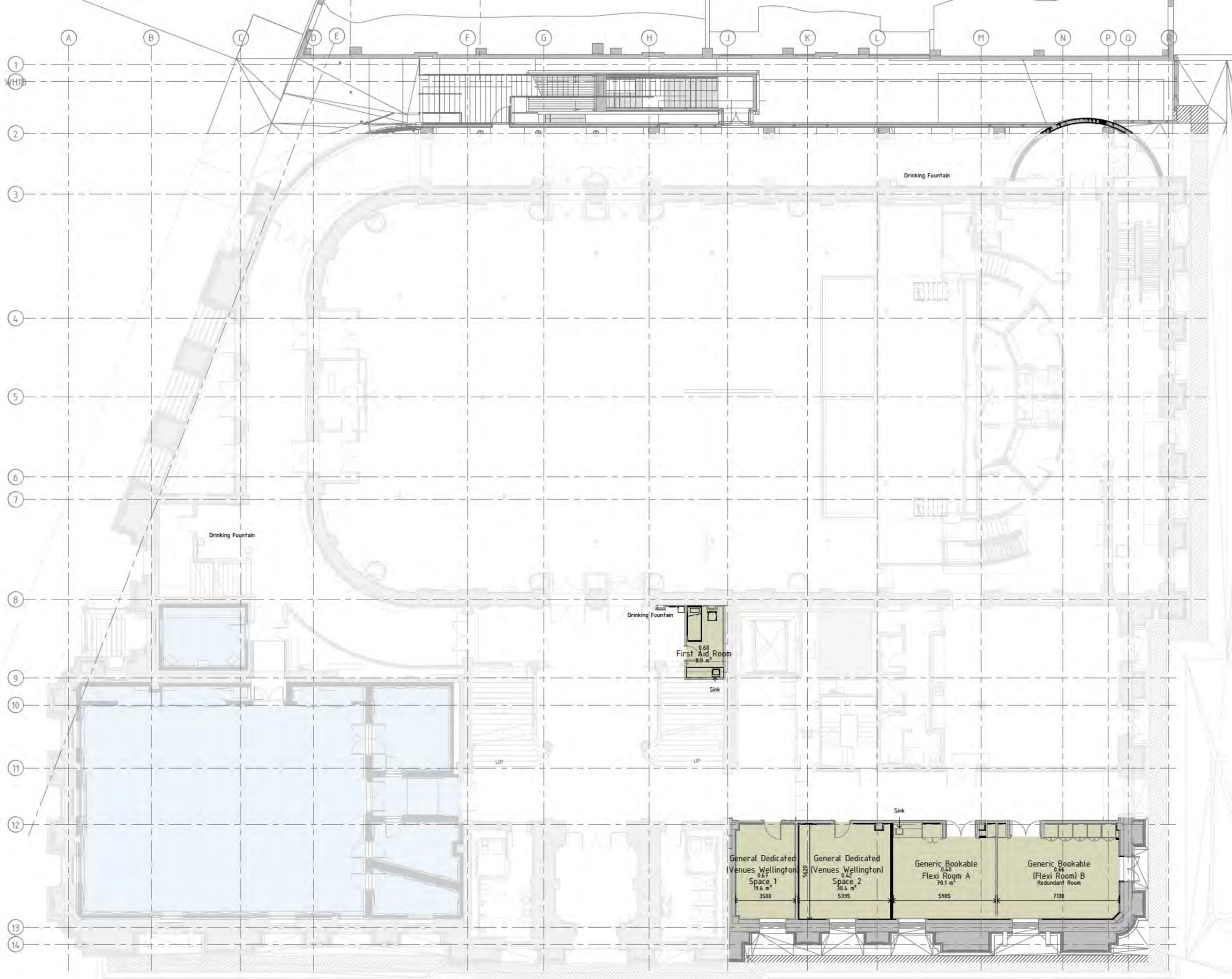
FIRE ENGINEER:  
Holmes Fire  
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PO BOX 942  
WEB holmesfire.com

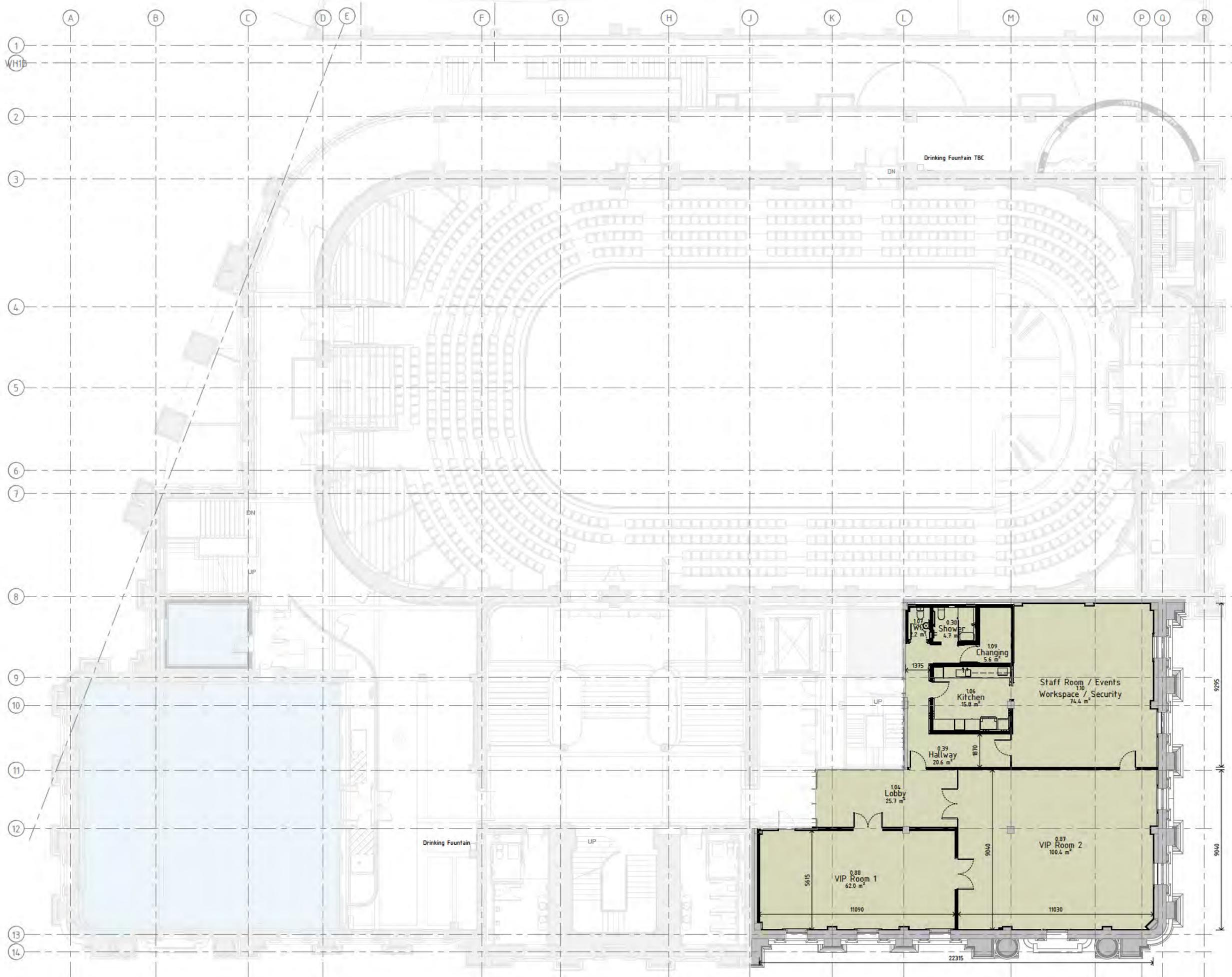
No.	Description	Date
A	Preliminary Design	23/07/2021

WCC - Tenancy Fitout 15-35/4  
Wellington Town Hall

WCC - GA Plan - Ground Floor

1:100 @ A1  
half scale @ A3  
D.1.00G-A





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architects  
limited  
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No.	Description	Date
A	Preliminary Design	23/07/2021

WCC - Tenancy Fitout 15-35/4  
Wellington Town Hall

WCC - GA Plan - Level 1

1: 100 @ A1  
half scale @ A3 D.1.01-A

21 September 2023

No. 48 Rev 1

Craig Sutton  
Senior Project Manager, Campus Development  
PO Box 600  
Wellington 6140

Craig

Wellington Town Hall: VUW Revalidated Pricing Period

1. Further to CRA Memo 45 – the Contractor has indicated that they have commenced procurement of subcontractors for the VUW tenancy fit out in accordance with the VUW letter of acceptance dated 28 June 2023.
2. The Contractor is expecting approval of the revalidated VUW pricing detailed in CRA Memo 45 as soon as possible, but by no later than 29 September 2023.
3. Should approval of revalidated pricing not be provided by the date indicated, there is a risk that prices may have to be revalidated which may increase the total cost and possibly impact the procurement programme.
4. We request VUW formally indicate when VUW approval of the revalidated price will be issued.

Yours sincerely

Bede Crestani

pp Jon Williams



s7(2)(a) [redacted] Manager – Te Toka

[bede.crestani@wcc.govt.nz](mailto:bede.crestani@wcc.govt.nz)

CC: s7(2)(a) [redacted]: Engineer

## Meeting Minutes

Held: Thursday, 20 July 2023, 3-4pm, MOB Level 1 + MS Teams

Member	Organisation	Attendance	Member	Organisation	Attendance
Bede Crestani (BC)	Chair, WCC	<input checked="" type="checkbox"/>	s7(2)(a)	Engineer to Contract	<input type="checkbox"/>
s7(2)(a)	Naylor Love	<input checked="" type="checkbox"/>	Craig Sutton (CS)	VUW	<input checked="" type="checkbox"/>
Craig Thorne (CT)	NZSO	<input checked="" type="checkbox"/>	s7(2)(a)	NZSO/TSA	<input checked="" type="checkbox"/>
s7(2)(a)	Athfield	<input checked="" type="checkbox"/>	s7(2)(a)	Holmes Structural	<input checked="" type="checkbox"/>
s7(2)(a)	Beca	<input checked="" type="checkbox"/>	s7(2)(a)	Holmes Fire	<input checked="" type="checkbox"/>

As there were no questions the consultants and Naylor Love left at 3.05pm

<b>1.0</b>	<b>Minutes</b>	<b>Noted By</b>
1.1	<ul style="list-style-type: none"> <li>Accepted</li> </ul>	
<b>2.0</b>	<b>WCC Contracted Works</b>	
2.1	Programme <ul style="list-style-type: none"> <li>WCC contracted work: Going well on site.</li> <li>Above ground Rev 26 showing as largely complete late 2024.</li> <li>Basement Rev 26 late 2025.</li> <li>Project team aims to maintain information so that programme can be maintained or improved. Tenants requested to assist if there are fitout design issues.</li> <li>Master Programme: Indicatively shows 3 months risk added to the NL Construction Programme.</li> </ul>	
<b>3.0</b>	<b>Tenant Fitout and Basebuild Changes</b>	<b>Noted By</b>
3.1	<ul style="list-style-type: none"> <li>Prices are being revalidated so no update at this stage.</li> </ul>	
<b>4.0</b>	<b>Other</b>	<b>Noted By</b>
4.1	<ul style="list-style-type: none"> <li>NZSO Variation One: Rising Stage has been instructed so remaining variation items can be completed.</li> <li>Leases: Review lease commencement dates when occupation dates are clearer.</li> <li>Water study: Tenants to request through the CGG.</li> <li>Basement potential changes: WCC Property managing this while noting that excavation is substantially complete and tenant fitouts are approved.</li> <li>CGG: Feedback is some potential West Hall changes.</li> <li>MOB and West Hall: Optioneering for MOB and West Hall underway.</li> <li>MFC Lane: Landscaping scope is becoming clearer.</li> </ul>	
<b>5.0</b>	<b>General Business</b>	<b>Noted By</b>
5.1	<ul style="list-style-type: none"> <li>s7(2)(i)</li> </ul>	

## Action Items - Previously closed actions are omitted

No.	Date Raised	Action Details <i>with comments</i>	Due Date	Action Owner	Status
1.	17/2/22	VUW to look at CRA for any updates due to change in Project Manager. <i>20/7/23: Craig Sutton is the confirmed project manager. A formal note to satisfy CRA conditions is requested.</i>	21/9/23	LN	Open
2.	17/2/22	NZSO looking for temporary use of space on ground floor northeast corner with a small amount of fitout to make three rooms. <i>20/7/23: WCC working on council staff accommodation, which is to be completed before a decision is made on this space.</i>	21/9/23	BC	Open
3.	30/3/23	CT to confirm Variation ONE is now approved including rising stage.	-	-	Close
4.	20/7/23	CRA updates: <b>s7(2)(a)</b> to advise.	21/9/23	BC	New
5.	20/7/23	<i>Tenant fitout insurance: Aon have been requested to advise cost and conditions.</i>	21/9/23	BC	New

*Italics = new items tabled*

**s7(2)(a)** indicates section 7(2)(a) of LGOIMA

## Meeting Minutes

Held: Thursday, 30 March 2023, 3-4pm, MOB Level 1 + MS Teams

Member	Organisation	Attendance	Member	Organisation	Attendance
Bede Crestani (BC)	Chair, WCC	<input checked="" type="checkbox"/>	s7(2)(a)	Engineer to Contract	<input checked="" type="checkbox"/>
s7(2)(a)	Naylor Love	<input type="checkbox"/>	Lincoln North (LN)	VUW	<input checked="" type="checkbox"/>
Craig Thorne (CT)	NZSO	<input checked="" type="checkbox"/>	s7(2)(a)	NZSO/TSA	<input checked="" type="checkbox"/>
s7(2)(a)	Athfield	<input checked="" type="checkbox"/>	s7(2)(a)	Holmes Structural	<input checked="" type="checkbox"/>
s7(2)(a)	Beca	<input checked="" type="checkbox"/>	s7(2)(a)	Holmes Fire	<input checked="" type="checkbox"/>
s7(2)(a)	Beca	<input checked="" type="checkbox"/>	Gabrielle Lynch (GL)	Minute Taker	<input checked="" type="checkbox"/>

1.0	Minutes	Noted By
1.1	<ul style="list-style-type: none"> <li>Accepted</li> </ul>	BC

2.0	WCC Contracted Works	
2.1	Programme <ul style="list-style-type: none"> <li>Basement delays and the NZSO fitout delays discussed.</li> </ul>	

3.0	Tenant Fitout and Basebuild Changes	Noted By
3.1	NL review of process <ul style="list-style-type: none"> <li>Not discussed</li> </ul>	
3.2	Tenant approval timing and other issues <ul style="list-style-type: none"> <li>VUW pricing review is progressing well and last round of queries will be raised imminently but it is likely a decision will be made by 18 April, largest issue is alignment of completion dates for national music centre Town Hall area only.</li> <li>NZSO share VUW sentiments around PC date which is effecting funders and ongoing operational funding. Pricing review is progressing well.</li> <li>NZSO is concerned about the time it will take for works to be completed and who it will effect, as they also believe there isn't a considerable change to the scope of works. Issue to be discussed with Te Toka.</li> <li>BC advised original contract had type C internal Newton system but with a new consultant the type A membrane is now also recommended which is a large portion of the time increase. This is a WCC cost but will be beneficial to NZSO. There is also programme impact so WCC would like NZSO support to get this through. Further discussion to be held with NZSO and Athfield Architects. [redacted] advised this is the only chance to include this type of waterproofing and it should be effective for a long period.</li> <li>[redacted] queried how PC will be measured and determined and will there be a separable portion. This is to be discussed further at a later date.</li> <li>[redacted] asked NZSO and VUW if they understand the current programme timeline. LN advised they understand NL's programme and the related fitout sequencing of the construction works and don't wish to delay this. There is concern around the impact of the programme on the CRA agreement and the development of the national music centre. NZSO advised a substantial donation is about to be made for the benefit of NZSO and VUW which may result in naming a space in the basement. WCC also surprised at how far to the right the basement work has moved the programme date.</li> </ul>	BC / LN / CT / [redacted] / [redacted] / [redacted]

3.2 (cont)	<ul style="list-style-type: none"> <li>Basement redesign is behind due to liquidation of Stevensons but unlikely there will be further delays to the programme.</li> </ul>	
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4.0	Other	Noted By
4.1	NZSO Variation ONE <ul style="list-style-type: none"> <li>Te Toka PM team is endeavouring to get types A and C waterproofing, rising stage and basement redesign approved but it is a challenge. Support from NZSO and VUW would be appreciated for the current design or alternatives which are less costly and are adequate. CT confirmed support for rising stage if within budget.</li> <li>CT understands all variations are approved in principle except for rising stage. NZSO to discuss further with PM team.</li> </ul>	BC / CT

5.0	General Business	Noted By
5.1	<ul style="list-style-type: none"> <li>Board – Robert Cameron is the new chair , Iestyn Burke joining Board as a member and possibly one further person.</li> <li>Discussion held around PC date of 26/1/25 and surrounding works in Te Ngakau Civic Square. Athfields has put a package together including changes to landscape between Michael Fowler Centre and the Town Hall, no expected changes to Te Ngakau, access to the Town Hall will only be through the main entrance, NZSO have access to Te Ngakau through the green room; library work PC is late 2025; tender out for demo of CAB/MOB and CapE strengthening but there shouldn't be any impact on Town Hall opening. There could be an operational impact on the Town Hall if MOB is demolished after Town Hall opening; need to be aware of storage of items in MOB and planned demo.</li> <li>Need to look at long lead-in items and warranty implications; NZSO has 3-4 areas where items can be purchased and stored in MOB, understands implications around warranties.</li> <li>Leave - not discussed.</li> </ul>	BC /  /  / CT (2)

\* indicates section 7(2)(a) of LGOIMA

## Action Items - Previously closed actions are omitted

No.	Date Raised	Action Details <i>with comments</i>	Due Date	Action Owner	Status
1.	17/2/22	VUW to look at CRA for any updates due to change in Project Manager. <i>30/3/23: Replacement has been appointed for Mike James and he may take over this project.</i>	18/5/23	LN	Open
2.	17/2/22	NZSO looking for temporary use of space on ground floor northeast corner with a small amount of fitout to make three rooms. <i>30/3/23: WCC fitout cost is higher than estimated. May be an opportunity for NZSO to have this space subject to Civic Offices, yet to be clarified and confirmed.</i>	2023	BC	Open
3.	30/3/23	<i>CT to confirm Variation ONE is now approved including rising stage.</i>	18/5/23	CT	New

*Italics = new items tabled*

**From:** Peter Mora <Peter.Mora@wcc.govt.nz>  
**Sent:** Tuesday, 5 September 2023 8:25 pm  
**To:** James Roberts <James.Roberts@wcc.govt.nz>; Mike Wilson <mike.wilson@vuw.ac.nz> <mike.wilson@vuw.ac.nz>; Peter Biggs <Peter.Biggs@nzso.co.nz> <Peter.Biggs@nzso.co.nz>; John Allen <john.allen@wellingtonnz.com>; Stephen Blackburn <Stephen.Blackburn@wcc.govt.nz>; susan.davies@vuw.ac.nz; Kirsten.Mason@nzso.co.nz; craigt@nzso.co.nz; s7(2)(a) @athfieldarchitects.co.nz; sallyjane.norman@vuw.ac.nz; Warrick Dent <warrick.dent@wellingtonnz.com>; tim eley <tim.eley@wellingtonnz.com>  
**Cc:** Craig Sutton <craig.sutton@vuw.ac.nz>; s7(2)(a) @pauldbayly.com; Bede Crestani <Bede.Crestani@wcc.govt.nz>; Farzad Zamani <Farzad.Zamani@wcc.govt.nz>; lestyn Burke <lestyn.Burke@wcc.govt.nz>; Tarin Walker <Tarin.Walker@wcc.govt.nz>; s7(2)(a) @athfieldarchitects.co.nz  
**Subject:** RE: Wellington Townhall Workshop

Kia ora koutou,

Please see the attached agenda and collateral to support discussions on Thursday, specifically:

- The operational model proposal (which I expect most of you will be familiar with), and
- New proposed spatial options developed to help reconcile many of the issues highlighted in the above.

We will look to step through the new spatial options in this session, however supplying in advance to allow review prior.

If there are any additional agenda items that anyone would like to add in advance, please let me know. Otherwise, we will look forward to seeing you all on Thursday.

Ngā mihi

### Peter Mora

Manager – Major Capital Projects | Property & Capital Projects | Infrastructure & Delivery | Wellington City Council

M s7(2)(a) | E [peter.mora@wcc.govt.nz](mailto:peter.mora@wcc.govt.nz) | W [Wellington.govt.nz](http://Wellington.govt.nz) |  | 

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If you are not the intended recipient, you are asked to respect that confidentiality and not disclose, copy or make use of its contents.

If received in error you are asked to destroy this email and contact the sender immediately. Your assistance is appreciated.

-----Original Appointment-----

**From:** James Roberts <[James.Roberts@wcc.govt.nz](mailto:James.Roberts@wcc.govt.nz)>  
**Sent:** Thursday, 31 August 2023 1:31 pm  
**To:** James Roberts; Mike Wilson <[mike.wilson@vuw.ac.nz](mailto:mike.wilson@vuw.ac.nz)>; Peter Biggs <[Peter.Biggs@nzso.co.nz](mailto:Peter.Biggs@nzso.co.nz)>; John Allen; Stephen Blackburn; [susan.davies@vuw.ac.nz](mailto:susan.davies@vuw.ac.nz); [Kirsten.Mason@nzso.co.nz](mailto:Kirsten.Mason@nzso.co.nz); [craigt@nzso.co.nz](mailto:craigt@nzso.co.nz); s7(2)(a); Peter Mora; [sallyjane.norman@vuw.ac.nz](mailto:sallyjane.norman@vuw.ac.nz); Warrick Dent; tim eley  
**Cc:** Craig Sutton; s7(2)(a) @pauldbayly.com; Bede Crestani; Farzad Zamani; lestyn Burke; Tarin Walker; s7(2)(a)  
**Subject:** Wellington Townhall Workshop

**When:** Thursday, 7 September 2023 3:00 pm-4:30 pm (UTC+12:00) Auckland, Wellington.

**Where:** Microsoft Teams Meeting; RES: The Terrace 16.10 Te Wai Manga 14pax (VC)

Kia Ora,

This workshop has been arranged for the parties to come together to discuss the townhall.

Email thread for context has been attached above.

If you are attending in person at WCC Offices 113 The Terrace:

Please take the lift to Level 16 and sign into the visitors register at reception. Room reserved is 16.10.

Out of scope



## Agenda

### Wellington Townhall Workshop

Meeting Date: Thursday, 7 September 2023

Meeting Location: 16.10, Level 16, 113 The Terrace (Wellington City Council Offices)

Meeting Time: 3:00pm

<b>Invitees:</b>	Bede Crestani (BC)	WCC	Paul Bayly (PB)	NZSO
	Craig Thorne (CT)	NZSO	Peter Biggs (PG)	NZSO
	Craig Sutton (CS)	VUW	Peter Mora (PM)	WCC
	Iestyn Burke (IB)	WCC	Stephen Blackburn (SB)	WCC
	Farz Zamani (FZ)	WCC	Susan Davies (SD)	VUW
	James Roberts (JR)	WCC	Sally Jane Norman (SM)	VUW
	s7(2)(a)	AAL	Tarin Walker (TW)	WCC
	John Allen (JA)	VUW	Tim Eley (TE)	Venues
	Kirsten Mason (KM)	NZSO	Warrick Dent (WD)	Venues
	Mike Wilson (MW)	VUW	s7(2)(a)	AAL

<b>Attachments</b>	<ul style="list-style-type: none"> <li>Operational Model Proposal (04/08/23)</li> <li>Project Team Spatial Response to Operational Model Proposal (04/09/23)</li> </ul>
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Item	Led	Time
<b>1 Introduction</b>	<b>JR</b>	<b>10 min</b>
<ul style="list-style-type: none"> <li>Introductions</li> <li>Meeting Purpose</li> <li>Additional Agenda Items</li> </ul>		
<b>2 Background / Context (to operational model report)</b>	<b>JR</b>	<b>15 min</b>
<b>3 Design / Spatial Response (to operational issues report)</b>	s7(2)(a)	<b>30 min</b>
<b>4 Delivery Approach / Programme</b>	<b>PM</b>	<b>15 min</b>
<b>5 Next Steps / Actions</b>	<b>JR</b>	<b>10 min</b>
<b>6 Any Other Business</b>	<b>SP</b>	<b>10 min</b>

**MEMORANDUM**

Phone 04 463 5325  
Mobile 022 067 7290  
Email [jill.robinson@vuw.ac.nz](mailto:jill.robinson@vuw.ac.nz)

TO	NMC Collaboration Governance Group Mr Peter Biggs, CEO, NZSO Professor Sarah Leggott, VUW Project Sponsor Mr Kym Fell, Chief Customer and Community Officer, WCC
COPY TO	Sue O'Donnell, Executive Director VUW Foundation Dame Kerry Prendergast, Chair nmc Fundraising Committee
FROM	Jill Robinson, Senior Development Manager, Special Projects, VUW Carleen Ebbs, Senior Development Manager, NZSO
DATE	6 April 2023
PAGES	2 (plus attachment)
SUBJECT	Naming Spaces in Wellington Town Hall – CGG Approval sought

**Background**

Wellington City Council (WCC), Victoria University of Wellington (VUW) and New Zealand Symphony Orchestra (NZSO) have entered into a tri-partite agreement which will see the establishment of a national music centre based around the strengthened and re-furbished Wellington Town Hall.

NZSO and VUW have entered into a Memorandum of Understanding to raise \$30 million towards the establishment of a national music centre. As part of the fundraising campaign it has been agreed to offer donors naming options in recognition of their philanthropic gift. The value accorded to different spaces has been dependent upon the size and the public exposure for each space.

Any offer of naming options must be ratified by all three parties as stated in the gift agreement.

In 2017 work was done by the tri-partite on the spaces to be named (memo attached). At that time, it was agreed that the Debating Chamber could not be offered for naming. However, it is unclear whether a decision about the naming of the foyer by the Debating Chamber was reached.

The West Balcony was assigned a target of \$1 – 1.5M. As we are unable to offer this space to prospects and with all other **major** spaces allocated in recognition of philanthropic gifts we no longer have a **major** space to recognise gifts over \$1million

At this time VUW and NZSO Development wish to ask the Collaboration Governance Group that the Debating Chamber Foyer be offered in recognition of a philanthropic gift in the range of (\$1.5 – \$2M) to prospective donors. It is noted that this Foyer has been a named space in the past.

It is noted that if the CGG approve this memo further approval to name this space may be needed by WCC delegated authorities.

### **Recommendation**

That the Collaboration Governance Group approve the offering of the Debating Chamber Foyer as a naming space, subject to the approval of the delegated authorities at Wellington City Council.

**Approved / Declined**

Professor Sarah Leggott, VUW	 Date: 26 April 2023
Mr Peter Biggs, NZSO	Date:
Mr Kym Fell, WCC	Date:

MEMORANDUM

Phone 0-4-463 5515  
 Email patricia.mcgarr@vuw.ac.nz

**CONFIDENTIAL**

TO	Ian Pike
COPY TO	Jenny Bentley, Kerry Prendergast, Anita McKegg
FROM	Patricia McGarr, Senior Development Manager, Victoria University
DATE	29 March 2017
PAGES	2
SUBJECT	Request to proceed with offering naming opportunities to recognise donors within the Civic Music Hub complex

Naming rights opportunities to honour donors

The following is a list of identified spaces through which we can honour donors to the joint \$30 million VUW/NZSO capital fundraising campaign for the Civic Music Hub.

It is acknowledged that the Illot name must remain for the current 'Perf 2' space.

It is also acknowledged that further discussion is required regarding the proposed multiple uses for the Debating Chamber, taking into consideration the gravitas of Debating Chamber for WCC meetings/citizenship but also noting that students will enter via separate door and that a plaque on that door with a different name could be used for the venue for music activities.

Proposed naming opportunities within the CMH complex:

1. CMH complex

Wellington Town Hall

2. Town Hall Auditorium
3. Wakefield Street main atrium
4. West Hall
5. Asia Pacific Music Classroom (ground floor)
6. Scoring rooms (basement)
7. Debating Chamber
8. Debating Chamber foyer
9. Classroom 2



## MEMORANDUM

### Municipal Office Building

10. NZSO Library
11. NZSM Library
12. Players' lounge

In addition to this list of prominent spaces, Victoria and NZSO seek approval in principal to name additional spaces requested by donors on a case by case basis.

Minimum donation levels for each space will be calculated once agreement is reached on the total package of recognition spaces available. These calculations will be made in accordance with Victoria University naming rights guidelines and discussion and agreement with NZSO.

### Donor recognition board

The following is a list of additional donor recognition levels to be displayed in a prominent internal and/or external space within the CMH complex.

#### National Music Centre Cornerstone Supporters (working title)

<b>Individuals/Trusts &amp; Foundations</b>		<b>Corporate partners</b>
Principal Benefactor	Only to be given to a donor who is recognised through naming of the complex	Principal Partner
Founding Benefactors	\$1 million +	Founding partners
Major donors	\$500k - \$1 million	Major partners
Benefactors	\$100k - \$500k	Partners
Music Circle	<\$100k	Music Circle

### Recommendation

That authority to name the above spaces be given to the Executive Director of Development and the Foundation (VUW) and the Head and Marketing and Development (NZSO) in accordance with agreed minimum donation levels and VUW and NZSO naming rights statutes and policies.

That authority be granted for the Executive Director of Development and the Foundation (VUW) and the Head and Marketing and Development (NZSO) to work with the project team to secure prominent space within the project plans for donor recognition boards, plaques and opportunities.

---

**From:** Vicky Boswell <vicky.boswell@vuw.ac.nz> on behalf of Sarah Leggott <sarah.leggott@vuw.ac.nz>  
**Sent:** Wednesday, 26 April 2023 4:50 pm  
**To:** Peter Biggs; Kym Fell  
**Cc:** John Allen; Sarah Leggott; NZSO EA (ea@nzso.co.nz); Emilee Dimcheff; Emma Santer; Vicky Boswell  
**Subject:** Action required: CGG approval sought re naming of Debating Chamber Foyer, WTH  
**Attachments:** Memo re naming Debating Chamber Foyer, WTH.pdf

Kia ora koutou

Please see the attached memo asking for the Collaboration Governance Group to approve the offering of the Debating Chamber Foyer in the Wellington Town Hall as a naming space, subject to the approval of the delegated authorities at Wellington City Council. I am happy to approve and have added my signature to this memo. If you are willing to approve, and to enable us to get this signed off, Biggsy could you please sign and then email onto Kym to sign, and return to me once we have signatures from all three parties.

Unfortunately there is now a scheduling clash for our 24 May meeting, Vicky will be in touch shortly with your EAs to find another suitable date/time. We also hope to invite the OMG representatives to this meeting.

Noho ora mai  
Sarah

**Professor Sarah Leggott**  
Acting Pro Vice-Chancellor | Kaiwhakakapi Toi Aropai  
Humanities, Social Sciences and Education  
Phone 04 463 5340

---

**From:** Emma Neas <emma.neas@nzso.co.nz>  
**Sent:** Thursday, 31 August 2023 2:01 pm  
**To:** Mayoral Meetings  
**Cc:** Susan Davies; John Allen; James Roberts; Mike Wilson; Peter Biggs; Tiumalu MG Sialava'a  
**Subject:** RE: National Music Collective Collaborative Governance Group

Kia ora Tiumalu

The CGG wants the opportunity to update the Mayor on the NMC.

We expect this would take about 30 minutes. The NMC CGG meets at WellingtonNZ on Victoria St.

At this time, an agenda for this meeting has not been finalised.

Ngā mihi

Emma

**Emma Neas**  
Executive Assistant to Chief Executive

M: s7(2)(a)  
E: [emma.neas@nzso.co.nz](mailto:emma.neas@nzso.co.nz)



Level 1, Findex House  
57 Willis St, Wellington

P: 0800 479 674  
W: [nzso.co.nz](http://nzso.co.nz)

---

**From:** Mayoral Meetings <Mayoral.Meetings@wcc.govt.nz>  
**Sent:** Wednesday, August 30, 2023 11:07 AM  
**To:** Emma Neas <emma.neas@nzso.co.nz>; Susan Davies <susan.davies@vuw.ac.nz>; Tiumalu MG Sialava'a <Tiumalu.Sialava'a@wcc.govt.nz>  
**Subject:** RE: National Music Collective Collaborative Governance Group

Hi

Mayor Whanau can attend Thursday 26 October.

Let me know what time she should be there – she's not expected to stay for the actual meeting is she? Also what is the Agenda, what is Tory's expectations for the meeting.

Thank you  
Tiumalu

**Tiumalu Maria-Goretti Sialava'a** (She/Her)

Kaiārahi Matua ki te Koromatua | Executive Assistant to the Mayor

M s7(2)(a)

E [tiumalu.sialava'a@wcc.govt.nz](mailto:tiumalu.sialava'a@wcc.govt.nz)

---

**From:** Emma Neas <[emma.neas@nzso.co.nz](mailto:emma.neas@nzso.co.nz)>

**Sent:** Tuesday, 22 August 2023 2:53 pm

**To:** Susan Davies <[susan.davies@vuw.ac.nz](mailto:susan.davies@vuw.ac.nz)>; Tiumalu MG Sialava'a <[Tiumalu.Sialava'a@wcc.govt.nz](mailto:Tiumalu.Sialava'a@wcc.govt.nz)>

**Subject:** RE: National Music Collective Collaborative Governance Group

Thank you Susan.

Tiumalu; would either 26 October (2.00-3.30pm) and 30 November (2-3pm) suit the Mayor?

Ngā mihi

Emma

---

**From:** Susan Davies <[susan.davies@vuw.ac.nz](mailto:susan.davies@vuw.ac.nz)>

**Sent:** Tuesday, August 22, 2023 2:02 PM

**To:** Vicky Boswell <[vicky.boswell@vuw.ac.nz](mailto:vicky.boswell@vuw.ac.nz)>; Emma Neas <[emma.neas@nzso.co.nz](mailto:emma.neas@nzso.co.nz)>

**Cc:** tiumalu.sialava'a@wcc.govt.nz

**Subject:** RE: National Music Collective Collaborative Governance Group

Kia ora Emma and Tiumalu, and thank you for the introduction Vicky.

If it assists, the remainder of the 2023 meetings are scheduled on 26 October (2.00-3.30pm) and 30 November (2-3pm).

Ngā mihi

**Susan Davies**

Executive Assistant to the Provost

Kaiāwhina Matua ki te Tumu Maruaia

+64 4 463 5201



---

**From:** Vicky Boswell <[vicky.boswell@vuw.ac.nz](mailto:vicky.boswell@vuw.ac.nz)>

**Sent:** Tuesday, 22 August 2023 1:32 PM

**To:** Emma Neas <[emma.neas@nzso.co.nz](mailto:emma.neas@nzso.co.nz)>

Cc: tiumalu.sialava'a@wcc.govt.nz; Susan Davies <[susan.davies@vuw.ac.nz](mailto:susan.davies@vuw.ac.nz)>

Subject: RE: National Music Collective Collaborative Governance Group

Kia ora Emma and Tiumalu,

s7(2)(a) so I'm no longer involved with the National Music Centre. However I know I booked the CGG meetings into governance group members calendars for the entire year, so there will be one for October and November in Biggsy's calendar but I can't recall the exact dates. I hope that helps.

As a way of introduction I have cc'd in my colleague Susan Davies who is EA to Mike Wilson, the University's member of the CGG.

Ngā mihi  
Vicky

---

**From:** Emma Neas <[emma.neas@nzso.co.nz](mailto:emma.neas@nzso.co.nz)>

**Sent:** Tuesday, 22 August 2023 12:01 pm

**To:** Vicky Boswell <[vicky.boswell@vuw.ac.nz](mailto:vicky.boswell@vuw.ac.nz)>

**Cc:** tiumalu.sialava'a@wcc.govt.nz

**Subject:** FW: National Music Collective Collaborative Governance Group

Mōrena Vicky and Tiumalu

The Mayor's office has advised that she can no longer attend the CGG meeting on 21 September.

I'm not 100% sure when all the meetings are, Vicky, and which one would be suitable to invite Mayor Whanau to. Are you able to advise?

Biggsy (Peter Biggs) and John Allen are very keen that the Mayor attend one of these meetings.

Ngā mihi nui

Emma

**Emma Neas**

Executive Assistant to Chief Executive

M: s7(2)(a)

E: [emma.neas@nzso.co.nz](mailto:emma.neas@nzso.co.nz)



Level 1, Findex House  
57 Willis St, Wellington

P: 0800 479 674

W: [nzso.co.nz](http://nzso.co.nz)

---

**From:** Tiumalu MG Sialava'a <Tiumalu.Sialava'a@wcc.govt.nz>  
**Sent:** Tuesday, August 22, 2023 11:33 AM  
**To:** Executive Assistant <[ea@nzso.co.nz](mailto:ea@nzso.co.nz)>  
**Subject:** National Music Collective Collaborative Governance Group

Kia ora Emma

We have scheduled for Thursday 21 September, 2.30pm-3.30pm, Mayor Whanau meet with the National Music Collective Collaborative Governance Group.

I am very sorry to say that Tory cannot make this time now. s7(2)(a)

Do you want to make a new time?

ma le fa'aaloalo lava  
Tiumalu

**Tiumalu Maria-Goretti Sialava'a** (She/Her)  
Kaiārahi Matua ki te Koromatua | Executive Assistant to the Mayor  
Office of the Mayor  
Wellington City Council

**M** s7(2)(a)  
**E** [tiumalu.sialava'a@wcc.govt.nz](mailto:tiumalu.sialava'a@wcc.govt.nz)  
**W** [wellington.govt.nz](http://wellington.govt.nz)

**Absolutely Positively**  
**Wellington City Council**  
Me Heke Ki Pōneke

**From:** Vicky Boswell <[vicky.boswell@vuw.ac.nz](mailto:vicky.boswell@vuw.ac.nz)>  
**Sent:** Friday, 23 June 2023 2:20 pm  
**To:** James Roberts <[James.Roberts@wcc.govt.nz](mailto:James.Roberts@wcc.govt.nz)>  
**Subject:** RE: NMC CGG Partners Principles document for signature

Kia ora James,

My apologies for the delay in replying, s7(2)(a) and still catching up. Yes, this document is awaiting signature by WCC.

Many thanks

Ngā mihi  
Vicky

**From:** James Roberts <[James.Roberts@wcc.govt.nz](mailto:James.Roberts@wcc.govt.nz)>  
**Sent:** Monday, 12 June 2023 2:01 pm  
**To:** Vicky Boswell <[vicky.boswell@vuw.ac.nz](mailto:vicky.boswell@vuw.ac.nz)>  
**Subject:** RE: NMC CGG Partners Principles document for signature

Kia ora Vicky, are you still waiting for this to be signed by WCC?

Ngā mihi,  
James

**James Roberts**

Chief Digital Officer | Executive Leadership Team | Wellington City Council  
M s7(2)(a) E [james.roberts@wcc.govt.nz](mailto:james.roberts@wcc.govt.nz)

**From:** Vicky Boswell <[vicky.boswell@vuw.ac.nz](mailto:vicky.boswell@vuw.ac.nz)>  
**Sent:** Friday, 24 February 2023 10:14 am  
**To:** Kym Fell <[Kym.Fell@wcc.govt.nz](mailto:Kym.Fell@wcc.govt.nz)>  
**Cc:** Emilee Dimcheff <[Emilee.Dimcheff@wcc.govt.nz](mailto:Emilee.Dimcheff@wcc.govt.nz)>  
**Subject:** NMC CGG Partners Principles document for signature

Mōrena Kym

Please sign the attached CGG Partners Principles document and email back to me. Once everyone has signed I will email all parties a complete copy for their records.

Many thanks and happy Friday 😊

Ngā mihi  
Vicky Boswell

EA & Project Coordinator to Professor Sarah Leggott, Pro Vice-Chancellor  
Wellington Faculties of Humanities & Social Sciences | Education  
Te Herenga Waka - Victoria University of Wellington  
Phone: +64-4-463 5208  
Room MY408, Murphy Building, Kelburn Parade  
[www.wgtn.ac.nz](http://www.wgtn.ac.nz) | 0800 04 04 04

---

**From:** Peter Biggs <Peter.Biggs@nzso.co.nz>  
**Sent:** Tuesday, 30 May 2023 4:31 pm  
**To:** Sarah Leggott; John Allen; Kym Fell; James Roberts  
**Cc:** Emma Santer; Emilee Dimcheff; Executive Assistant; Vicky Boswell; Kirsten Mason  
**Subject:** RE: Operational Management Group - Wellington Town Hall

Kia ora Sarah

Apologies for the delay in replying to your excellent note.

I agree with this approach.

Ngā mihi

Biggsy

**Peter Biggs**  
Chief Executive

M: s7(2)(a)  
E: [peter.biggs@nzso.co.nz](mailto:peter.biggs@nzso.co.nz)



Level 8, Findex House  
57 Willis St, Wellington

P: 0800 479 674  
W: [nzso.co.nz](http://nzso.co.nz)

---

**From:** Vicky Boswell <vicky.boswell@vuw.ac.nz> **On Behalf Of** Sarah Leggott  
**Sent:** Tuesday, May 2, 2023 1:57 PM  
**To:** John Allen <john.allen@wellingtonnz.com>; Kym Fell (kym.fell@wcc.govt.nz) <kym.fell@wcc.govt.nz>; Peter Biggs <Peter.Biggs@nzso.co.nz>  
**Cc:** Sarah Leggott <sarah.leggott@vuw.ac.nz>; Emma Santer <Emma.Santer@wellingtonnz.com>; Emilee Dimcheff (emilee.dimcheff@wcc.govt.nz) <emilee.dimcheff@wcc.govt.nz>; Executive Assistant <ea@nzso.co.nz>; Vicky Boswell <vicky.boswell@vuw.ac.nz>  
**Subject:** Operational Management Group - Wellington Town Hall

Kia ora koutou

In preparing for the proposed CGG discussion regarding the role of the Operational Management Group (OMG) for the Wellington Town Hall (WTH), we have come across the attached documentation from the last meeting of this group, held in August 2022 (shared with the CGG in September last year).

These documents record discussions last year about the objectives of the OMG and membership of the group (see point 3 in the attached minutes). They also confirm that it was agreed that the role of the OMG was to develop an operating model for the WTH, with the wider NMC objectives and operational requirements out of scope for the OMG.

Given that this work on the OMG's role and purpose was undertaken last year and that the group has not met since August, my view is that the next step should be for the OMG to reconvene as soon as possible to progress discussions on the WTH operating model. We can then ask the group to update the CGG on their discussions and action plan. I know there was a view that we needed the PAA to be finalised before reconvening the OMG, but given timing I think we should progress both pieces of work in parallel.

Could you please let me know if you are happy with this approach?

Regarding membership of the OMG, the membership proposed last year is as below; I would be very grateful if you could each confirm/advise who should represent your organisations on this group for the next phase of work, as we are aware that there have been some staffing changes:

- VUW - Tenant and key stakeholder *Sally Jane Norman (NZSM) and Craig Sutton (Property Services)*
- NZSO - Tenant and key stakeholder *Kaine Thompson's replacement?? and Kirsten Mason*
- Wellington Venues – Council venue operator and supporter *Warrick Dent*
- WCC property – Landlord *Peter Brennan and Danny McComb's replacements?*
- WCC Town Hall project team – Delivery Town Hall build *Bede Crestani, Tarin Walker,*

Many thanks in advance for your responses.

Noho ora mai  
Sarah

**Professor Sarah Leggott**

Acting Pro Vice-Chancellor | Kaiwhakakapi Toi Aropai

Humanities, Social Sciences and Education

Phone 04 463 5340

**From:** Vicky Boswell <vicky.boswell@vuw.ac.nz> **On Behalf Of** Sarah Leggott  
**Sent:** Wednesday, 26 April 2023 4:50 pm  
**To:** Peter Biggs <peter.biggs@nzso.co.nz>; Kym Fell <Kym.Fell@wcc.govt.nz>  
**Cc:** John Allen <john.allen@wellingtonnz.com>; Sarah Leggott <sarah.leggott@vuw.ac.nz>; NZSO EA (ea@nzso.co.nz) <ea@nzso.co.nz>; Emilee Dimcheff <Emilee.Dimcheff@wcc.govt.nz>; Emma Santer <Emma.Santer@wellingtonnz.com>; Vicky Boswell <vicky.boswell@vuw.ac.nz>  
**Subject:** Action required: CGG approval sought re naming of Debating Chamber Foyer, WTH

Kia ora koutou

Please see the attached memo asking for the Collaboration Governance Group to approve the offering of the Debating Chamber Foyer in the Wellington Town Hall as a naming space, subject to the approval of the delegated authorities at Wellington City Council. I am happy to approve and have added my signature to this memo. If you are willing to approve, and to enable us to get this signed off, Biggsy could you please sign and then email onto Kym to sign, and return to me once we have signatures from all three parties.

Unfortunately there is now a scheduling clash for our 24 May meeting, Vicky will be in touch shortly with your EAs to find another suitable date/time. We also hope to invite the OMG representatives to this meeting.

Noho ora mai  
Sarah

**Professor Sarah Leggott**  
Acting Pro Vice-Chancellor | Kaiwhakakapi Toi Aropai  
Humanities, Social Sciences and Education  
Phone 04 463 5340

**From:** Vicky Boswell <[vicky.boswell@vuw.ac.nz](mailto:vicky.boswell@vuw.ac.nz)>  
**Sent:** Monday, 20 February 2023 1:14 pm  
**To:** John Allen <[john.allen@wellingtonnz.com](mailto:john.allen@wellingtonnz.com)>; Kym Fell <[Kym.Fell@wcc.govt.nz](mailto:Kym.Fell@wcc.govt.nz)>; Peter Biggs <[peter.biggs@nzso.co.nz](mailto:peter.biggs@nzso.co.nz)>  
**Cc:** Emma Santer <[Emma.Santer@wellingtonnz.com](mailto:Emma.Santer@wellingtonnz.com)>; Emilee Dimcheff <[Emilee.Dimcheff@wcc.govt.nz](mailto:Emilee.Dimcheff@wcc.govt.nz)>; Kerry Verberne ([ea@nzso.co.nz](mailto:ea@nzso.co.nz)) <[ea@nzso.co.nz](mailto:ea@nzso.co.nz)>; Sarah Leggott <[sarah.leggott@vuw.ac.nz](mailto:sarah.leggott@vuw.ac.nz)>  
**Subject:** 22 February NMC CGG meeting papers

Kia ora koutou,

Please find attached the agenda for Wednesday's National Music Centre Collaborative Governance Group meeting and the minutes from our last meeting in November 2022.

Note the documents (updated vision, PAA, CGG Partnership Principles) Peter circulated at the end of last year will be covered under the first agenda item as action points from previous meetings. I have also attached Sarah's email from last week which included a revised suggestion for the draft vision.

Many thanks

Ngā mihi

Vicky Boswell

EA & Project Coordinator to Professor Sarah Leggott, Pro Vice-Chancellor  
Wellington Faculties of Humanities & Social Sciences | Education  
Te Herenga Waka - Victoria University of Wellington  
Phone: +64-4-463 5208  
Room MY408, Murphy Building, Kelburn Parade  
[www.wgtn.ac.nz](http://www.wgtn.ac.nz) | 0800 04 04 04



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**MEMORANDUM**

Phone 04 463 5325  
Mobile 022 067 7290  
Email [jill.robinson@vuw.ac.nz](mailto:jill.robinson@vuw.ac.nz)

TO	NMC Collaboration Governance Group Mr Peter Biggs, CEO, NZSO Professor Sarah Leggott, VUW Project Sponsor Mr Kym Fell, Chief Customer and Community Officer, WCC
COPY TO	Sue O'Donnell, Executive Director VUW Foundation Dame Kerry Prendergast, Chair nmc Fundraising Committee
FROM	Jill Robinson, Senior Development Manager, Special Projects, VUW Carleen Ebbs, Senior Development Manager, NZSO
DATE	6 April 2023
PAGES	2 (plus attachment)
SUBJECT	Naming Spaces in Wellington Town Hall – CGG Approval sought

**Background**

Wellington City Council (WCC), Victoria University of Wellington (VUW) and New Zealand Symphony Orchestra (NZSO) have entered into a tri-partite agreement which will see the establishment of a national music centre based around the strengthened and re-furbished Wellington Town Hall.

NZSO and VUW have entered into a Memorandum of Understanding to raise \$30 million towards the establishment of a national music centre. As part of the fundraising campaign it has been agreed to offer donors naming options in recognition of their philanthropic gift. The value accorded to different spaces has been dependent upon the size and the public exposure for each space.

Any offer of naming options must be ratified by all three parties as stated in the gift agreement.

In 2017 work was done by the tri-partite on the spaces to be named (memo attached). At that time, it was agreed that the Debating Chamber could not be offered for naming. However, it is unclear whether a decision about the naming of the foyer by the Debating Chamber was reached.

The West Balcony was assigned a target of \$1 – 1.5M. As we are unable to offer this space to prospects and with all other **major** spaces allocated in recognition of philanthropic gifts we no longer have a **major** space to recognise gifts over \$1million

At this time VUW and NZSO Development wish to ask the Collaboration Governance Group that the Debating Chamber Foyer be offered in recognition of a philanthropic gift in the range of (\$1.5 – \$2M) to prospective donors. It is noted that this Foyer has been a named space in the past.

It is noted that if the CGG approve this memo further approval to name this space may be needed by WCC delegated authorities.

### **Recommendation**

That the Collaboration Governance Group approve the offering of the Debating Chamber Foyer as a naming space, subject to the approval of the delegated authorities at Wellington City Council.

**Approved / Declined**

Professor Sarah Leggott, VUW	 Date: 26 April 2023
Mr Peter Biggs, NZSO	Date:
Mr Kym Fell, WCC	Date:

**From:** Vicky Boswell <[vicky.boswell@vuw.ac.nz](mailto:vicky.boswell@vuw.ac.nz)>  
**Sent:** Friday, 23 June 2023 2:20 pm  
**To:** James Roberts <[James.Roberts@wcc.govt.nz](mailto:James.Roberts@wcc.govt.nz)>  
**Subject:** RE: NMC CGG Partners Principles document for signature

Kia ora James,

My apologies for the delay in replying, s7(2)(a) and still catching up. Yes, this document is awaiting signature by WCC.

Many thanks

Ngā mihi  
Vicky

**From:** James Roberts <[James.Roberts@wcc.govt.nz](mailto:James.Roberts@wcc.govt.nz)>  
**Sent:** Monday, 12 June 2023 2:01 pm  
**To:** Vicky Boswell <[vicky.boswell@vuw.ac.nz](mailto:vicky.boswell@vuw.ac.nz)>  
**Subject:** RE: NMC CGG Partners Principles document for signature

Kia ora Vicky, are you still waiting for this to be signed by WCC?

Ngā mihi,  
James

**James Roberts**

Chief Digital Officer | Executive Leadership Team | Wellington City Council  
M s7(2)(a) [james.roberts@wcc.govt.nz](mailto:james.roberts@wcc.govt.nz)

**From:** Vicky Boswell <[vicky.boswell@vuw.ac.nz](mailto:vicky.boswell@vuw.ac.nz)>  
**Sent:** Friday, 24 February 2023 10:14 am  
**To:** Kym Fell <[Kym.Fell@wcc.govt.nz](mailto:Kym.Fell@wcc.govt.nz)>  
**Cc:** Emilee Dimcheff <[Emilee.Dimcheff@wcc.govt.nz](mailto:Emilee.Dimcheff@wcc.govt.nz)>  
**Subject:** NMC CGG Partners Principles document for signature

Mōrena Kym

Please sign the attached CGG Partners Principles document and email back to me. Once everyone has signed I will email all parties a complete copy for their records.

Many thanks and happy Friday 😊

Ngā mihi  
Vicky Boswell

EA & Project Coordinator to Professor Sarah Leggott, Pro Vice-Chancellor  
Wellington Faculties of Humanities & Social Sciences | Education  
Te Herenga Waka - Victoria University of Wellington  
Phone: +64-4-463 5208  
Room MY408, Murphy Building, Kelburn Parade  
[www.wgtn.ac.nz](http://www.wgtn.ac.nz) | 0800 04 04 04

From: **Gisella Carr** </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP /CN=RECIPIENTS/CN=1664AC76E40C4BA39FED7CE738F7CFC4-GISELLA CAR>  
To: **Gisella Carr** <Gisella.Carr@wcc.govt.nz>; **John Allen** <john.allen@wellingtonnz.com>; **Peter Biggs** <Peter.Biggs@nzso.co.nz> <Peter.Biggs@nzso.co.nz>; **James Roberts** <James.Roberts@wcc.govt.nz>  
Subject: Canceled: National Music Centre - catch up over wine  
Date: 10.11.2023 05:19:10 (+01:00)

**Cancelling this catch up for now**, as per Gisella's email.

Plan B –James will catch up with you both tomorrow night at the Lloyd Morrison function. And we will try to organise glass of wine at some point before Christmas.

Ngā mihi

Sabrina

--

Kia ora koutou,

Gisella is looking forward to meeting for a nice glass of wine on Thursday evening for a catch up The National Music Centre, Town Hall, VUW and all interconnected matters.

Thanks,

Sabrina

From: **Sarah Leggott** <sarah.leggott@vuw.ac.nz>  
To: **Sarah Leggott** <sarah.leggott@vuw.ac.nz>; **John Allen** <john.allen@wellingtonnz.com>; **Peter Biggs** <peter.biggs@nzso.co.nz> <peter.biggs@nzso.co.nz>; **James Roberts** <James.Roberts@wcc.govt.nz>; **Mike Wilson** <mike.wilson@vuw.ac.nz>  
CC: **Kerry Verberne** <ea@nzso.co.nz> <ea@nzso.co.nz>  
Subject: Canceled: National Music Centre CGG meeting  
Date: 29.05.2023 00:05:22 (+02:00)

Kia ora koutou,

As Sarah Leggott is no longer a member of the NMC CGG, I am cancelling these meetings which were sent from her calendar. However, identical invitations will be sent to you shortly via the EA to the Provost. Thank you for your patience.

Ngā mihi,

**Christina Hyson**

EA to the Dean  
Faculty of Humanities and Social Sciences | *Te Wāhanga Aronui*

Te Herenga Waka—Victoria University of Wellington  
Phone +64 4 463 5828

From: **James Roberts** </o=ExchangeLabs/ou=Exchange Administrative Group /cn=Recipients/cn=2b1ee3e56104490db5fbf213195b764a-James.Rober>  
To: **Sarah Leggott** <sarah.leggott@vuw.ac.nz>  
Subject: Accepted: National Music Centre CGG meeting  
Date: 23.05.2023 01:15:36 (+02:00)

From: **Sarah Leggott** <sarah.leggott@vuw.ac.nz>  
To: **James Roberts** <James.Roberts@wcc.govt.nz>  
Subject: FW: National Music Centre CGG meeting  
Date: 24.05.2023 23:00:02 (+02:00)

-----Original Appointment-----

**From:** Sarah Leggott <sarah.leggott@vuw.ac.nz>

**Sent:** Friday, 5 May 2023 2:36 pm

**To:** Sarah Leggott; John Allen; Kym Fell; Peter Biggs <peter.biggs@nzso.co.nz>; Vicky Boswell

**Cc:** NZSO EA; James Roberts

**Subject:** National Music Centre CGG meeting

**When:** Thursday, 8 June 2023 2:00 pm-3:00 pm (UTC+12:00) Auckland, Wellington.

**Where:** Kumutoto room, Level 1, 175 Victoria Street

Kia ora koutou,

Having to move this slightly earlier due to a clash Biggsy now has. I've got my fingers crossed this will still work for all!

Many thanks  
Vicky

Out of Scope

---

**From:** Vicky Boswell <[vicky.boswell@vuw.ac.nz](mailto:vicky.boswell@vuw.ac.nz)> On Behalf Of Sarah Leggott  
**Sent:** Wednesday, 31 May 2023 11:16 am  
**To:** Peter Biggs <[peter.biggs@nzso.co.nz](mailto:peter.biggs@nzso.co.nz)>; James Roberts <[James.Roberts@wcc.govt.nz](mailto:James.Roberts@wcc.govt.nz)>; John Allen <[john.allen@wellingtonnz.com](mailto:john.allen@wellingtonnz.com)>  
**Cc:** Kym Fell <[Kym.Fell@wcc.govt.nz](mailto:Kym.Fell@wcc.govt.nz)>  
**Subject:** National music centre stage 2

Kia ora koutou

You will have seen in the media that the University is facing significant financial challenges, and the Vice-Chancellor has announced an urgent need to cut costs in a way that supports the University's long-term sustainability.

One of these measures is to pause several major infrastructure projects, including stage 2 of the national music centre.

Out of scope

Out of scope

Stage one of the national music centre project, the Town Hall fit out and rebuild, will continue and the University has recently approved increased funding for this stage by \$6.2m to \$25m. However, we are unfortunately not currently in a position to commit to stage 2, the proposed new build at 110 Jervois Quay.

We believe that the Town Hall will offer a vibrant community facility with world-class acoustics and state-of-the-art orchestral sound recording facilities to support greater access to music and the arts and we are very pleased to be part of this initiative.

Out of Scope

I am very grateful to our partners and supporters for their patience and ongoing support, and I look forward to continuing to work with you on the Collaborative Governance Group on this significant project.

Ngā mihi nui

Sarah

**Professor Sarah Leggott**  
Acting Pro Vice-Chancellor | Kaiwhakakapi Toi Aropai  
Humanities, Social Sciences and Education  
Te Herenga Waka—Victoria University of Wellington

Out of Scope

**From:** Jill Robinson <[jill.robinson@vuw.ac.nz](mailto:jill.robinson@vuw.ac.nz)>  
**Sent:** 03 February 2023 11:52  
**To:** Angela Nicholas <[Angela.Nicholas@wcc.govt.nz](mailto:Angela.Nicholas@wcc.govt.nz)>  
**Cc:** Gisella Carr <[Gisella.Carr@wcc.govt.nz](mailto:Gisella.Carr@wcc.govt.nz)>; Kym Fell <[Kym.Fell@wcc.govt.nz](mailto:Kym.Fell@wcc.govt.nz)>  
**Subject:** Lloyd Morrison thanking event

Kia ora Angela

We are planning to hold a thanking event, (similar to the signing event we held for the Adam Foundation gift) for the donors supporting the gift in memory of Lloyd Morrison in support of the national music centre project.

We are looking at November 12 or 13<sup>th</sup> and we would like the three signatories of the agreement to be there to acknowledge the significance of this gift. It would likely be held at the Kelburn Campus in the Victoria Room or the Hunter Council Chamber.

As Barbara is the signatory on behalf of WCC I wondered if you could please put a hold in her diary? We currently working to get a hold in the Vice Chancellor's diary and also NZSO, CE and Dame Kerry Prendergast.

I am cc'ing Gisella Carr and Kym Fell in as I would also like to know who else should represent WCC.

Thank you for your assistance

Ngā mihi

Jill

Jill Robinson  
Senior Development Manager – Special Projects  
Development Office – Te Kura Tangata  
Te Herenga Waka – Victoria University of Wellington



From: **Nic Smith, Vice-Chancellor** <development-office@vuw.ac.nz>  
To: **Karepa Wall** <Karepa.Wall@wcc.govt.nz>  
Subject: Invitation: reception for supporters of the national music centre  
Date: 16.10.2023 14:21:10 (+02:00)

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## Invitation: in celebration of support for the national music centre



### Please join us on 14 November

Dear Karepa,

Te Herenga Waka—Victoria University of Wellington and the New Zealand Symphony Orchestra (NZSO) warmly invite you to join us as we celebrate Infratil, Morrison & Co, and the Lloyd Morrison Trust's generous gift to the national music centre.

The evening will be an opportunity to show our appreciation for their joint donation, which sees the former Ilott Theatre in Wellington Town Hall named the Lloyd Morrison Theatre.

Refreshments will be provided and a performance given throughout the evening by musicians from the NZSO and New Zealand School of Music—Te Kōkī.

We look forward to seeing you there.

**Click here to RSVP by 7  
November**

Ngā mihi

**Nic Smith**

Vice-Chancellor

Te Herenga Waka—Victoria University of Wellington

**When:**

5:30–7:00 pm

Tuesday

14 November

**Where:**

Hunter Council Chamber

Hunter Building, Level 2

Kelburn Campus

Development Office and Foundation

[development-office@vuw.ac.nz](mailto:development-office@vuw.ac.nz)

+64 4 463 7430

[www.wgtn.ac.nz/engage/giving](http://www.wgtn.ac.nz/engage/giving)

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From: **Nic Smith, Vice-Chancellor** <development-office@vuw.ac.nz>  
To: **Stephen McArthur** <stephen.mcarthur@wcc.govt.nz>  
Subject: Invitation: reception for supporters of the national music centre  
Date: 16.10.2023 14:21:10 (+02:00)

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MAI I TE IHO KI TE PAE

## Invitation: in celebration of support for the national music centre



### Please join us on 14 November

Dear Stephen,

Te Herenga Waka—Victoria University of Wellington and the New Zealand Symphony Orchestra (NZSO) warmly invite you to join us as we celebrate Infratil, Morrison & Co, and the Lloyd Morrison Trust's generous gift to the national music centre.

The evening will be an opportunity to show our appreciation for their joint donation, which sees the former Ilott Theatre in Wellington Town Hall named the Lloyd Morrison Theatre.

Refreshments will be provided and a performance given throughout the evening by musicians from the NZSO and New Zealand School of Music—Te Kōkī.

We look forward to seeing you there.

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From: **Nic Smith, Vice-Chancellor** <development-office@vuw.ac.nz>  
To: **Siobhan Procter** <Siobhan.Procter@wcc.govt.nz>  
Subject: Invitation: reception for supporters of the national music centre  
Date: 16.10.2023 14:21:10 (+02:00)

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## Invitation: in celebration of support for the national music centre



### Please join us on 14 November

Dear Siobhan,

Te Herenga Waka—Victoria University of Wellington and the New Zealand Symphony Orchestra (NZSO) warmly invite you to join us as we celebrate Infratil, Morrison & Co, and the Lloyd Morrison Trust's generous gift to the national music centre.

The evening will be an opportunity to show our appreciation for their joint donation, which sees the former Ilott Theatre in Wellington Town Hall named the Lloyd Morrison Theatre.

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We look forward to seeing you there.

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**Nic Smith**

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To: **James Roberts** <james.roberts@wcc.govt.nz>  
Subject: Invitation: reception for supporters of the national music centre  
Date: 16.10.2023 14:21:10 (+02:00)

Email not displaying correctly? [View in browser.](#)



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## Invitation: in celebration of support for the national music centre



### Please join us on 14 November

Dear James,

Te Herenga Waka—Victoria University of Wellington and the New Zealand Symphony Orchestra (NZSO) warmly invite you to join us as we celebrate Infratil, Morrison & Co, and the Lloyd Morrison Trust's generous gift to the national music centre.

The evening will be an opportunity to show our appreciation for their joint donation, which sees the former Ilott Theatre in Wellington Town Hall named the Lloyd Morrison Theatre.

Refreshments will be provided and a performance given throughout the evening by musicians from the NZSO and New Zealand School of Music—Te Kōkī.

We look forward to seeing you there.

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Ngā mihi

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From: **Sarah Leggott** <sarah.leggott@vuw.ac.nz>  
To: **James Roberts** <James.Roberts@wcc.govt.nz>  
Subject: FW: National Music Centre CGG meeting  
Date: 24.05.2023 23:00:02 (+02:00)

-----Original Appointment-----

**From:** Sarah Leggott <sarah.leggott@vuw.ac.nz>

**Sent:** Friday, 5 May 2023 2:36 pm

**To:** Sarah Leggott; John Allen; Kym Fell; Peter Biggs <peter.biggs@nzso.co.nz>; Vicky Boswell

**Cc:** NZSO EA; James Roberts

**Subject:** National Music Centre CGG meeting

**When:** Thursday, 8 June 2023 2:00 pm-3:00 pm (UTC+12:00) Auckland, Wellington.

**Where:** Kumutoto room, Level 1, 175 Victoria Street

Kia ora koutou,

Having to move this slightly earlier due to a clash Biggsy now has. I've got my fingers crossed this will still work for all!

Many thanks  
Vicky

**From:** Rawinia Higgins & Kerry Prendergast <[development-office@vuw.ac.nz](mailto:development-office@vuw.ac.nz)>

**Sent:** Tuesday, 3 October 2023 12:01 PM

**To:** Eve Backhaus <[eve.backhaus@vuw.ac.nz](mailto:eve.backhaus@vuw.ac.nz)>

**Subject:** [Test] - National Music Centre

No images? [Click here](#)

Dear ,

We are writing to you as a donor of our campaign to establish a national music centre in Wellington.

As you know, the national music centre project is a collaboration between Te Herenga Waka—Victoria University of Wellington, the New Zealand Symphony Orchestra (NZSO), and the Wellington City Council. The proposed centre is to be based in and around the refurbished Wellington Town Hall.

The purpose of this email is to update you on a briefing held earlier today at Wellington City Council, where city councillors, including the Mayor, were advised of the need for a significant increase in funding for the strengthening and redevelopment work required on the Town Hall. These additional costs are estimated to be between \$70 million and \$147 million.

The proposed budget increase will be considered and voted on at a Wellington City Council meeting on 25 October and we are optimistic that the Council will meet this increase. It will be accompanied, however, by a further delay on the completion date for the Town Hall, which is likely to be at least 2027.

The University has been in close contact with Wellington City Council over challenges in completing redevelopment of the Town Hall, given rising costs and high interest rates.

We are disappointed by the increase in costs and its implications, as you will be. However, please be assured that we remain strongly connected with our tripartite partners and will continue to keep you informed on any changes or decisions made regarding the national music centre.

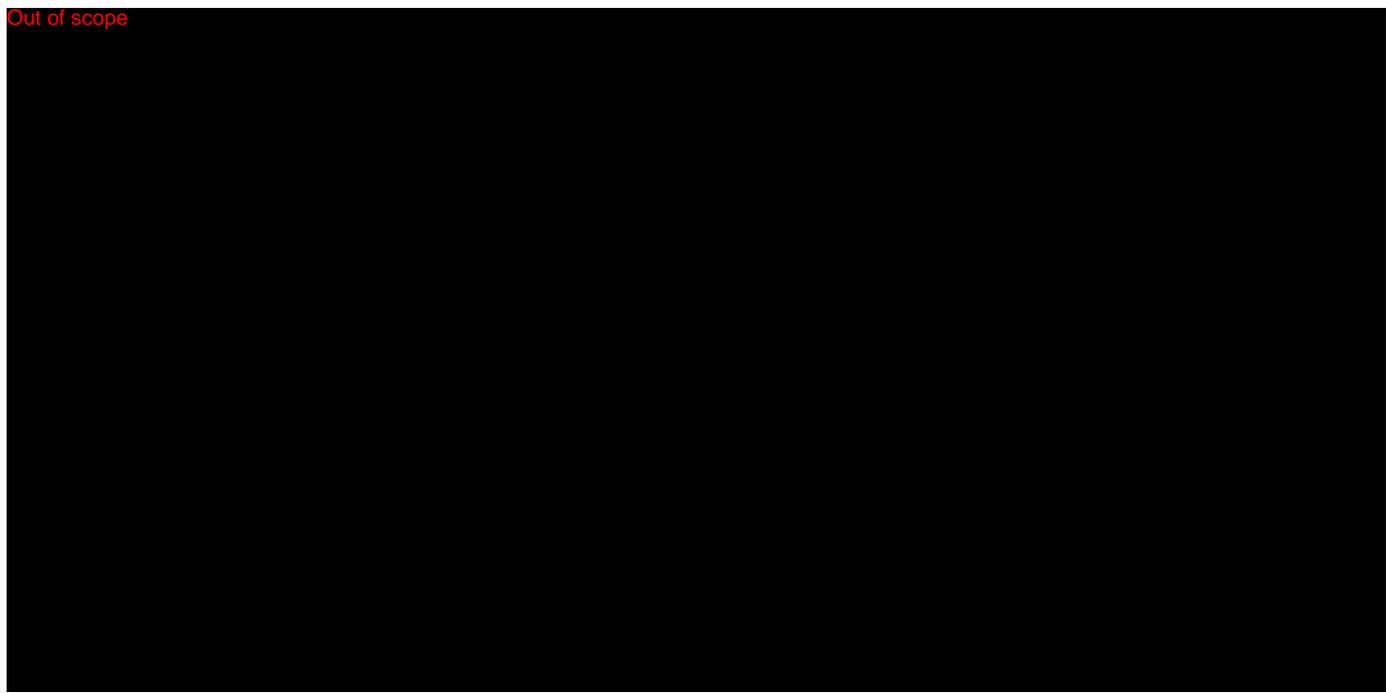
We remain inspired by our vision for a national music centre in the heart of Wellington and thank you again for your continuing support. Please call one of us if you wish to discuss anything in this message.

Kind regards,

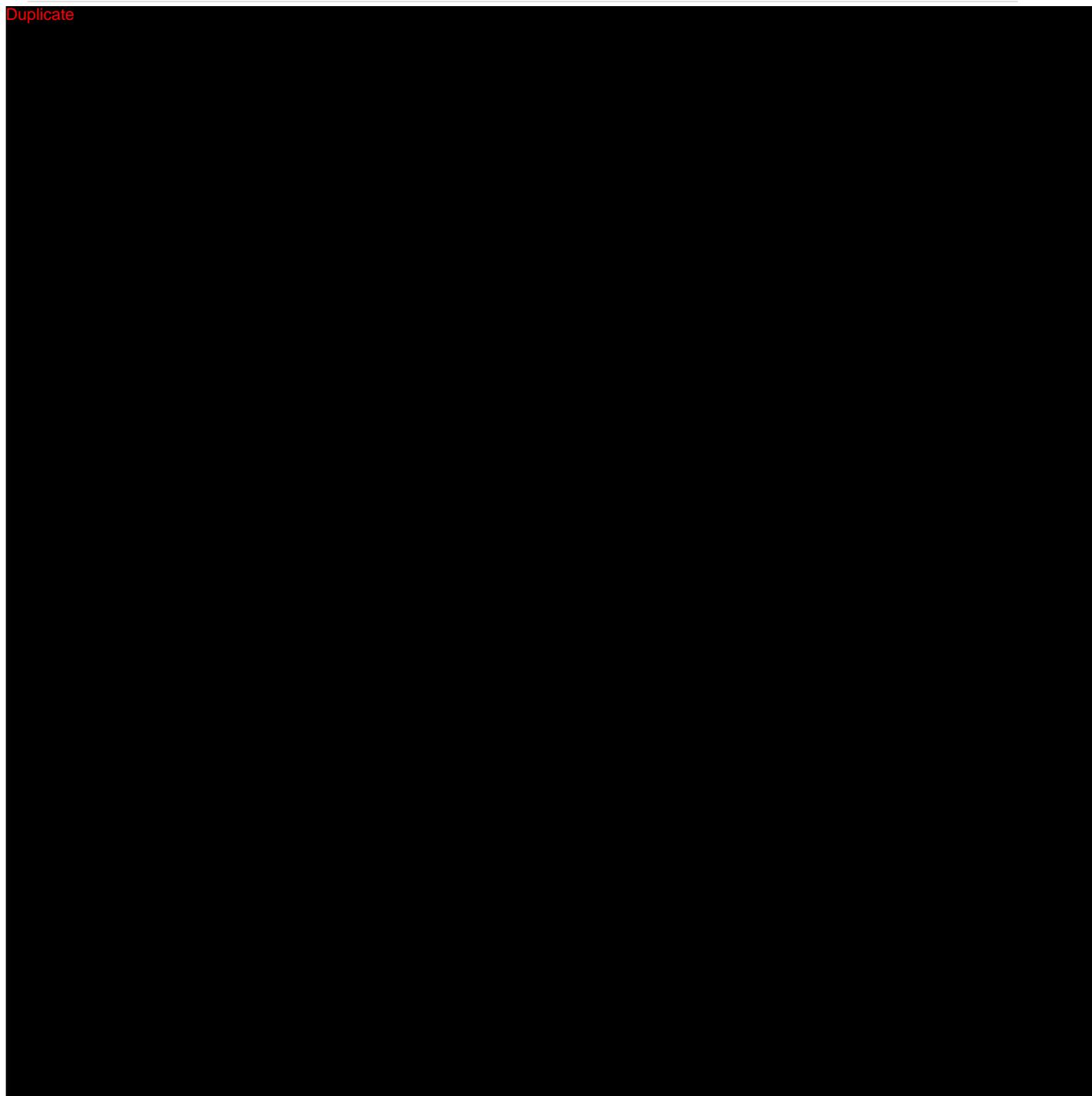
Professor Rawinia Higgins  
**Acting Vice-Chancellor**

Dame Kerry Prendergast  
**Chair VUW Foundation**

Out of scope



Duplicate



**From:** Jill Robinson <[jill.robinson@vuw.ac.nz](mailto:jill.robinson@vuw.ac.nz)>  
**Sent:** 03 February 2023 11:52  
**To:** Angela Nicholas <[Angela.Nicholas@wcc.govt.nz](mailto:Angela.Nicholas@wcc.govt.nz)>  
**Cc:** Gisella Carr <[Gisella.Carr@wcc.govt.nz](mailto:Gisella.Carr@wcc.govt.nz)>; Kym Fell <[Kym.Fell@wcc.govt.nz](mailto:Kym.Fell@wcc.govt.nz)>  
**Subject:** Lloyd Morrison thanking event

Kia ora Angela

We are planning to hold a thanking event, (similar to the signing event we held for the Adam Foundation gift) for the donors supporting the gift in memory of Lloyd Morrison in support of the national music centre project.

We are looking at November 12 or 13<sup>th</sup> and we would like the three signatories of the agreement to be there to acknowledge the significance of this gift. It would likely be held at the Kelburn Campus in the Victoria Room or the Hunter Council Chamber.

As Barbara is the signatory on behalf of WCC I wondered if you could please put a hold in her diary? We currently working to get a hold in the Vice Chancellor's diary and also NZSO, CE and Dame Kerry Prendergast.

I am cc'ing Gisella Carr and Kym Fell in as I would also like to know who else should represent WCC.

Thank you for your assistance

Ngā mihi

Jill

Jill Robinson  
Senior Development Manager – Special Projects  
Development Office – Te Kura Tangata  
Te Herenga Waka – Victoria University of Wellington



From: **Peter Biggs** <Peter.Biggs@nzso.co.nz>  
To: **James Roberts** <james.roberts@wcc.govt.nz>  
CC: **Emma Neas** <emma.neas@nzso.co.nz>  
Subject: Joining the NZSO Board Sub-Committee on the National Music Centre meeting:  
8-9am on Thursday 28 September...  
Date: 22.09.2023 23:48:12 (+02:00)

Mōrena James

I hope your weekend is going well.

As I mentioned at the CGG meeting on Thursday, it would be great if you could join the NZSO Board National Music Centre Sub-Committee this coming Thursday (28 September), 8am-9am.

If you could give us 20 minutes of your time at the meeting, that would be very helpful. Please let me what time would work for you and I'll pop it in the agenda.

If you want to attend the meeting in person, please come to the NZSO's offices located on level one, Findex House (we'll send more detailed directions as to how access our premises) - or feel free to attend via Teams (we can send you a link).

Looking forward to hearing from you confirming that you can join us this coming Thursday.

Ngā mihi

Biggsy

Peter Biggs CNZM | **Chief Executive**  
New Zealand Symphony Orchestra

M: §7(2)(a)  
E: peterb@nzso.co.nz

From: **Victoria University of Wellington** <mail@eventsairmail.com>  
To: **James Roberts** <james.roberts@wcc.govt.nz>  
Subject: Lloyd Morrison-Infratil National Music Centre Reception confirmation  
Date: 13.11.2023 01:38:51 (+01:00)

Header Image

## Lloyd Morrison-Infratil National Music Centre Thanking Reception

Dear James,

Thank you for accepting our invitation to the Lloyd Morrison-Infratil National Music Centre Thanking Reception on Tuesday 14 November at 5.30pm. The reception will take place at the Hunter Council Chamber, Hunter Building, Level 2, Kelburn campus.

If you can no longer attend, or have any questions, please contact [rsvp@vuw.ac.nz](mailto:rsvp@vuw.ac.nz) with "Lloyd Morrison-Infratil Reception " in the subject line.

### Functions

<b>Description</b>	Lloyd Morrison-Infratil National Music Centre Thanking Reception
<b>Fee Type</b>	In person attendance
<b>Date</b>	Tuesday, Nov 14, 2023
<b>Start Time</b>	5:30 PM

Footer Image

From: **Peter Biggs** <Peter.Biggs@nzso.co.nz>  
To: **James Roberts** <james.roberts@wcc.govt.nz>  
CC: **Emma Neas** <emma.neas@nzso.co.nz>  
Subject: Joining the NZSO Board Sub-Committee on the National Music Centre meeting:  
8-9am on Thursday 28 September...  
Date: 22.09.2023 23:48:12 (+02:00)

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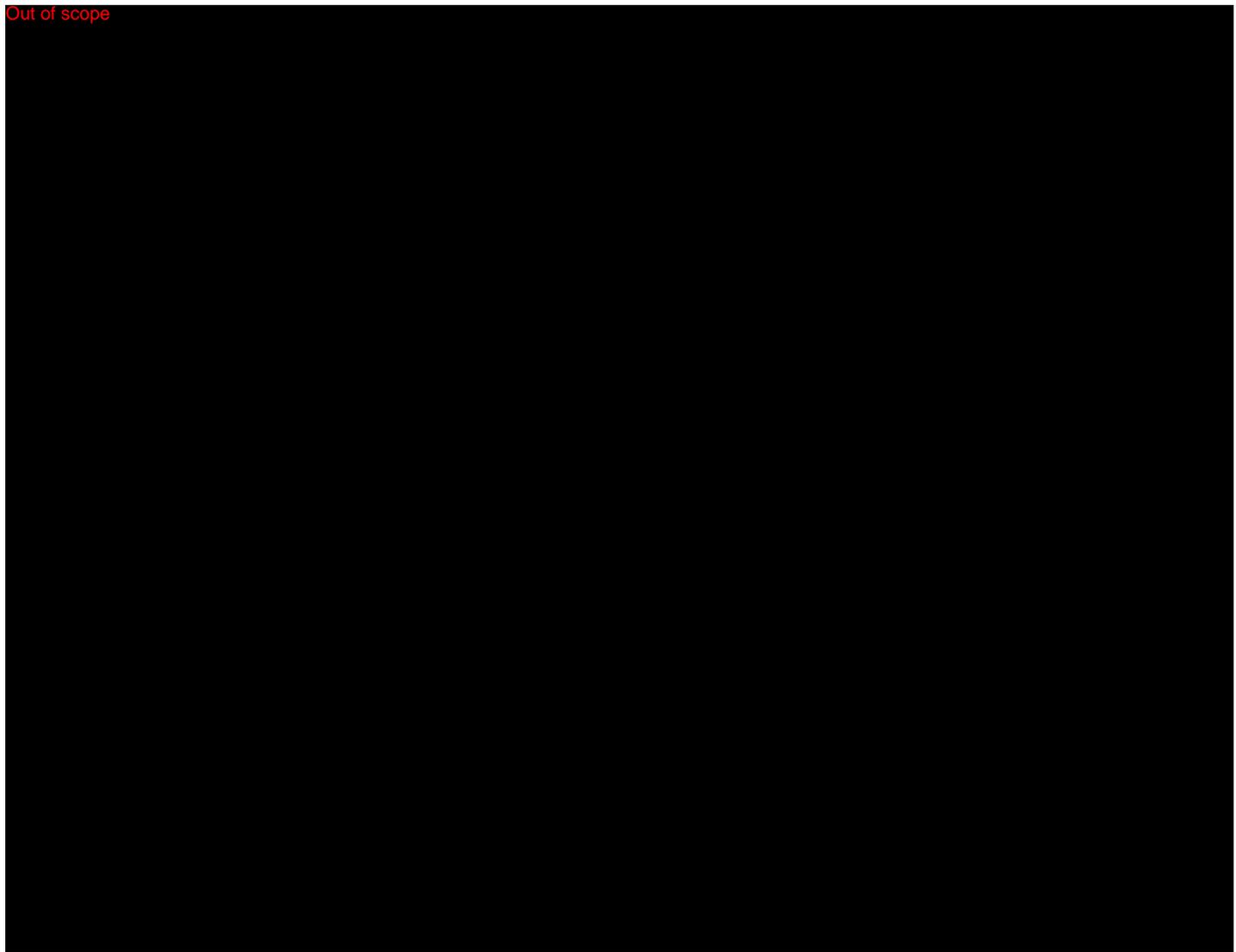
Ngā mihi

Biggsy

Peter Biggs CNZM | **Chief Executive**  
New Zealand Symphony Orchestra

M: §7(2)(a)  
E: peterb@nzso.co.nz

Out of scope



**From:** James Roberts </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP /CN=RECIPIENTS/CN=2B1EE3E56104490DB5FBF213195B764A-JAMES.ROBER>  
**To:** bryony.james@vuw.ac.nz <bryony.james@vuw.ac.nz>; John Allen <john.allen@wellingtonnz.com>; Emma Santer <Emma.Santer@wellingtonnz.com>; Peter Biggs <peter.biggs@nzso.co.nz> <peter.biggs@nzso.co.nz>; emma.neas@nzso.co.nz <emma.neas@nzso.co.nz>  
**BCC:** RES: The Terrace 16.11 Whataitai (Council Rm) 18pax VC <RESTheTerrace16.11WhataitaiCouncilRm@wcc.govt.nz>  
**Subject:** National Music Centre CGG Meeting  
**Date:** 25.10.2023 23:36:23 (+02:00)

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Out of scope



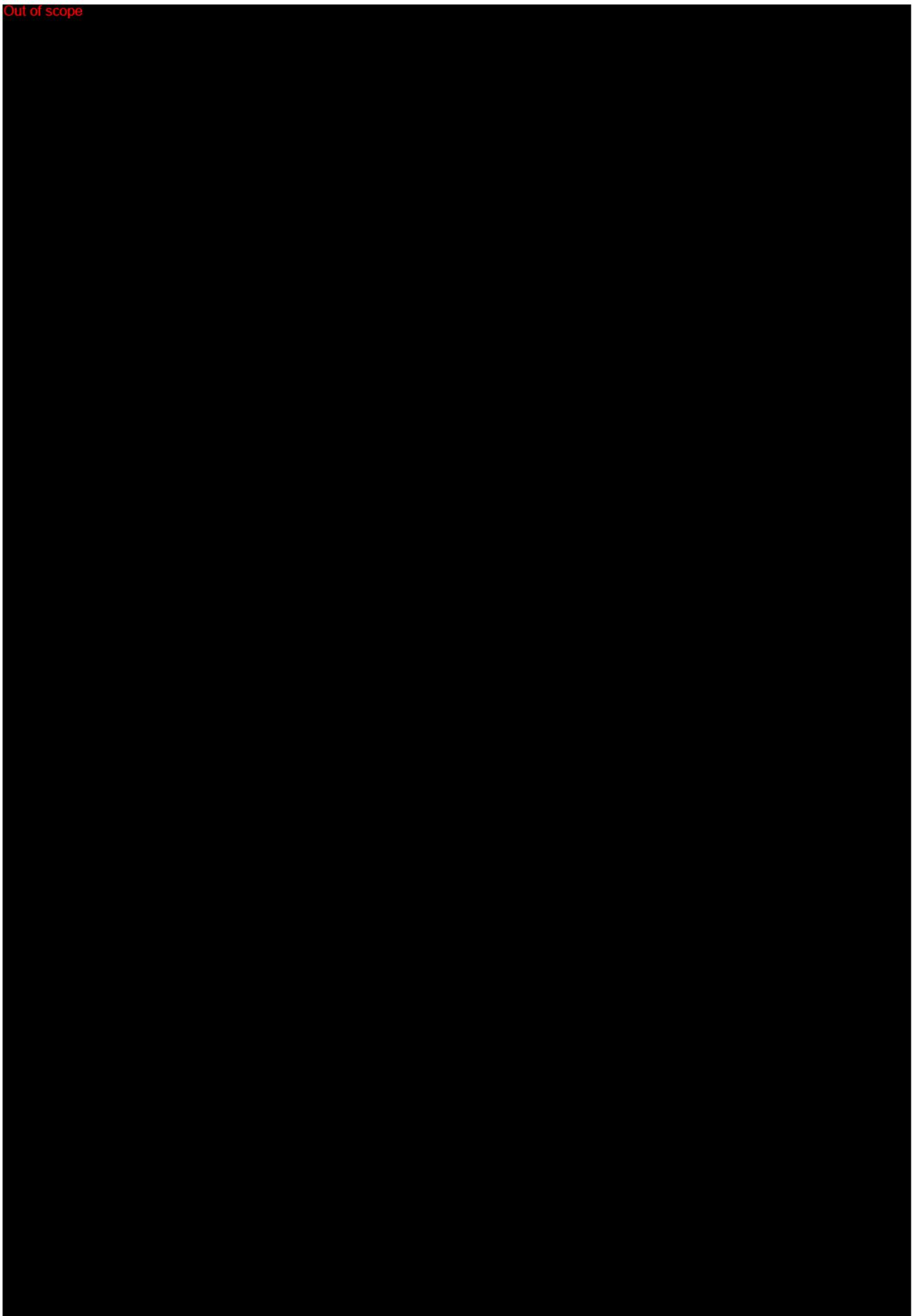
---

From: **Mike Wilson** <mike.wilson@vuw.ac.nz>  
**Mike Wilson** <mike.wilson@vuw.ac.nz>; **John Allen**  
<john.allen@wellingtonnz.com>; **Emma Santer**  
To: <Emma.Santer@wellingtonnz.com>; **Peter Biggs** <Peter.Biggs@nzso.co.nz>;  
**Emma Neas** <emma.neas@nzso.co.nz>; **James Roberts**  
<James.Roberts@wcc.govt.nz>; **Alanna Wilcock**  
<Alanna.Wilcock@wcc.govt.nz>  
Subject: National Music Centre CGG Meeting  
Date: 07.09.2023 06:48:21 (+02:00)

From: **Sarah Leggott** <sarah.leggott@vuw.ac.nz>  
To: **Sarah Leggott** <sarah.leggott@vuw.ac.nz>; **James Roberts** <James.Roberts@wcc.govt.nz>; **John Allen** <john.allen@wellingtonnz.com>; **Peter Biggs** <peter.biggs@nzso.co.nz> <peter.biggs@nzso.co.nz>; **Vicky Boswell** <vicky.boswell@vuw.ac.nz>  
CC: **Kerry Verberne** <ea@nzso.co.nz> <ea@nzso.co.nz>  
Subject: National Music Centre CGG meeting  
Date: 29.05.2023 00:03:14 (+02:00)

Out of scope





On 7/06/2023, at 1:19 PM, Vicky Boswell <[vicky.boswell@vuw.ac.nz](mailto:vicky.boswell@vuw.ac.nz)> wrote:

Kia ora s7(2)(a)

Yes the documents were shared last week with the Governance Group when I emailed the meeting papers. You have been allocated the last half hour of this meeting, I'm unsure of the attendees availability after 3pm regarding any further conversation.

There is a screen in the meeting room. I've cc'd in Emma Santer, John Allen's EA at WellingtonNZ, could you please liaise directly with her regarding the best option (laptop or memory stick) for your images.

Many thanks

Ngā mihi  
Vicky

---

**From:** s7(2)(a) <[s7\(2\)\(a\)@athfieldarchitects.co.nz](mailto:s7(2)(a)@athfieldarchitects.co.nz)>  
**Sent:** Wednesday, 7 June 2023 11:15 am  
**To:** Vicky Boswell <[vicky.boswell@vuw.ac.nz](mailto:vicky.boswell@vuw.ac.nz)>  
**Cc:** s7(2)(a) <[s7\(2\)\(a\)@athfieldarchitects.co.nz](mailto:s7(2)(a)@athfieldarchitects.co.nz)>; James Roberts <[James.Roberts@wcc.govt.nz](mailto:James.Roberts@wcc.govt.nz)>  
**Subject:** RE: Attendance of next National Music Centre Collaboration Governance Group meeting on 8 June

Hi Vicky,

Thanks for that. I'll compare notes with s7(2)(a) / and James Roberts – WCC is working hard to ensure that the WTH meets its core objectives but is also cost-sustainable and represents a celebrated milestone when opened.

I assume those documents will have to be circulated ahead of the meeting and we can assume they'll be broadly familiar.  
We may have 30min (I suspect we can stay on if the conversation or Q&A suggests that that is productive.)

Thus, we will likely, briefly introduce those documents, and describe what could be avenues to test or ways we might seek feedback and engagement if these can be tested.

We may wish to have some images on a screen and we have 4 x -30 second flythroughs of the key spaces discussed in those documents, will there be a screen to use? – we could take a laptop or a memory stick.

James – feel free to call about this if you have time.

Ngā mihi

s7(2)(a)

Principal

s7(2)(a)

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---

**From:** Vicky Boswell <[vicky.boswell@vuw.ac.nz](mailto:vicky.boswell@vuw.ac.nz)>  
**Sent:** Wednesday, 26 April 2023 12:14 pm  
**To:** Robyn Boswell <[Robyn.Boswell@wcc.govt.nz](mailto:Robyn.Boswell@wcc.govt.nz)>  
**Cc:** Gisella Carr <[Gisella.Carr@wcc.govt.nz](mailto:Gisella.Carr@wcc.govt.nz)>  
**Subject:** RE: Availability for National Music Centre Governance Group Meeting

Kia ora Gisella and Robyn,

Thanks for all your work last week but unfortunately due to scheduling conflicts we aren't able to get the OMG representatives together for Friday's meeting.

We are now looking at the May Governance Group meeting and I'll be back in touch to confirm scheduling.

Ngā mihi  
Vicky

---

**From:** Robyn Boswell <[Robyn.Boswell@wcc.govt.nz](mailto:Robyn.Boswell@wcc.govt.nz)>  
**Sent:** Friday, 21 April 2023 3:35 pm  
**To:** Vicky Boswell <[vicky.boswell@vuw.ac.nz](mailto:vicky.boswell@vuw.ac.nz)>  
**Cc:** Gisella Carr <[Gisella.Carr@wcc.govt.nz](mailto:Gisella.Carr@wcc.govt.nz)>  
**Subject:** RE: Availability for National Music Centre Governance Group Meeting

Kia ora Vicky

Sorry its taken us a while to confirm, but Gisella will be able to attend from 11.45am-12.30pm.

Hope that helps.

Ngā mihi

## Robyn Boswell

BU Coordinator & PA Creative Capital | Wellington City Council

M [s7\(2\)\(a\)](tel:0447777777) | E [Robyn.Boswell@wcc.govt.nz](mailto:Robyn.Boswell@wcc.govt.nz) | W [Wellington.govt.nz](http://Wellington.govt.nz) | [f](#) | [t](#)



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**From:** Vicky Boswell <[vicky.boswell@vuw.ac.nz](mailto:vicky.boswell@vuw.ac.nz)>  
**Sent:** 21 April 2023 09:07  
**To:** Gisella Carr <[Gisella.Carr@wcc.govt.nz](mailto:Gisella.Carr@wcc.govt.nz)>  
**Cc:** Robyn Boswell <[Robyn.Boswell@wcc.govt.nz](mailto:Robyn.Boswell@wcc.govt.nz)>  
**Subject:** RE: Availability for National Music Centre Governance Group Meeting

Mōrena Gisella and Robyn,

Just following up on my email below – I'd really appreciate it if you could please advise as I need to finalise the agenda for this meeting next week.

Many thanks and happy Friday.

Ngā mihi  
Vicky

---

**From:** Vicky Boswell  
**Sent:** Wednesday, 19 April 2023 1:47 pm  
**To:** Gisella Carr <[gisella.carr@wcc.govt.nz](mailto:gisella.carr@wcc.govt.nz)>  
**Cc:** Robyn Boswell (<[Robyn.Boswell@wcc.govt.nz](mailto:Robyn.Boswell@wcc.govt.nz)> <[robyn.boswell@wcc.govt.nz](mailto:robyn.boswell@wcc.govt.nz)>  
**Subject:** Availability for National Music Centre Governance Group Meeting

Kia ora Gisella,

Our next National Music Centre Governance Group meeting is scheduled for Friday 28 April from 11.30am – 1pm. Would you have any availability during this time to attend for 30-45 minutes to discuss the Operational Management Group's role and purpose. At the last Governance Group meeting it was agreed to invite you from WCC, and other representatives NZSO and VUW for this conversation. We acknowledge this is short notice so if you are unavailable next week we can look at other future meeting dates.

Many thanks

Ngā mihi  
Vicky Boswell

EA & Project Coordinator to Professor Sarah Leggott, Pro Vice-Chancellor  
Wellington Faculties of Humanities & Social Sciences | Education  
Te Herenga Waka - Victoria University of Wellington  
Phone: +64-4-463 5208  
Room MY408, Murphy Building, Kelburn Parade  
[www.wgtn.ac.nz](http://www.wgtn.ac.nz) | 0800 04 04 04



From: **Barbara McKerrow** <Barbara.Mckerrow@wcc.govt.nz>  
**Peter Biggs** <Peter.Biggs@nzso.co.nz>; **Nic Smith** <nic.smith@vuw.ac.nz>;  
**kerry@prendergast.co.nz** <kerry@prendergast.co.nz>; **James Roberts**  
<James.Roberts@wcc.govt.nz>; **John.allen@wellingtonz.com**  
<John.allen@wellingtonz.com>; **Kym Fell** <Kym.Fell@wcc.govt.nz>; **Bede**  
To: **Crestani** <Bede.Crestani@wcc.govt.nz>; **David Stevenson**  
<david.stevenson@vuw.ac.nz>; **Craig Sutton** <craig.sutton@vuw.ac.nz>;  
**Rawinia Higgins** <rawinia.higgins@vuw.ac.nz>; **Jill Robinson**  
<jill.robinson@vuw.ac.nz>; **Sally Jane Norman**  
<sallyjane.norman@vuw.ac.nz>; **Simon Johnson** <simon.johnson@vuw.ac.nz>;  
**Sue O'Donnell** <sue.odonnell@vuw.ac.nz>  
CC: **Ann Thomson** <ann.thomson@vuw.ac.nz>; **Mike Wilson**  
<mike.wilson@vuw.ac.nz>  
Subject: RE: National Music Centre  
Date: 28.06.2023 05:21:18 (+02:00)

Kia ora Nic

**s7(2)(a)** – and likewise I thank you for your note and also many thanks to Sarah for her work on this project.

I particularly recognise the very busy and challenging time you are experiencing right now also, we all know how important the role of the university is in our city. Don't hesitate to ask if there is anything you need from the city.

Ngā mihi,  
Barbara

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Duplicate

From: **Sarah Leggott** <sarah.leggott@vuw.ac.nz>  
To: **Kym Fell** <Kym.Fell@wcc.govt.nz>  
Subject: RE: National Music Centre Collaboration Governance Group  
Date: 22.05.2023 02:40:16 (+02:00)

Kia ora Kym

Many thanks for letting us know. Thanks for your contributions to the CGG, I'll look forward to meeting James soon.

Noho ora mai  
Sarah

---

**From:** Kym Fell <Kym.Fell@wcc.govt.nz>  
**Sent:** Thursday, 18 May 2023 11:03 AM  
**To:** John Allen <john.allen@wellingtonnz.com>; Peter Biggs <peter.biggs@nzso.co.nz>; Sarah Leggott <sarah.leggott@vuw.ac.nz>  
**Cc:** Stephen Blackburn <Stephen.Blackburn@wcc.govt.nz>; Gisella Carr <Gisella.Carr@wcc.govt.nz>; Vicky Boswell <vicky.boswell@vuw.ac.nz>; Alanna Wilcock <Alanna.Wilcock@wcc.govt.nz>; James Roberts <James.Roberts@wcc.govt.nz>  
**Subject:** National Music Centre Collaboration Governance Group

Kia ora John, Biggsy & Sarah,

I trust that this e-mail finds you all in good spirits.

Please be advised that James Roberts has been appointed to an Executive Director role for the Te Ngākau programme which includes all development within the precinct.

As a result of this appointment and based on my workload, James will be picking up the responsibility of representing Wellington City Council on the National Music Centre Collaboration Governance Group.

James has had a full handover from me and is looking forward to attending the next meeting on 8 June.

Nga mihi, Kym

Mr Kym Fell

**Chief Customer & Community Officer | Tātai Heke Hapori**

Executive Leadership Team | Wellington City Council

M **s7(2)(a)** | E [kym.fell@wcc.govt.nz](mailto:kym.fell@wcc.govt.nz) | W [Wellington.govt.nz](http://Wellington.govt.nz) |

**Emilee Dimcheff**

Executive Assistant to Kym Fell, M **s7(2)(a)** | E [emilee.dimcheff@wcc.govt.nz](mailto:emilee.dimcheff@wcc.govt.nz)

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**Absolutely Positively  
Wellington City Council**

Me Heke Ki Pōneke



## News on the national music centre

I'm pleased to provide an update on the national music centre project this quarter, beginning with the announcement that the removal of the Wellington Town Hall crane at the end of last year has made way for the start of the next phase of refurbishment—the construction of the auditorium basement. This will house one of Aotearoa New Zealand's best recording studios. It is being built by the New Zealand Symphony Orchestra (NZSO) and will showcase the world-renowned acoustics of the Adam Auditorium.

Included is a collection of general news from the University and NZSO, as well as full details on this visionary new facility that will be an important part of the new life you are helping us bring to the Town Hall.

We hope to announce a further major gift for the Wellington Town Hall fit-out shortly. It has been heartening to me personally to have such support from our community for this transformational project. On behalf of Te Herenga Waka—Victoria University of Wellington and the NZSO—a very big thank you to our donors, we couldn't be doing this without you.

For those who are yet to support, please take your seat in the Adam Auditorium as part of our [Take a Seat campaign](#). Full details below.

**Ngā maanakitanga**  
Dame Kerry Prendergast, Chair, NMC Fundraising

Image: Town Hall exterior area with elected members and project team

## New recording studios for Wellington Town Hall

NZSO has partnered with Professional Audio and Television (PAT), and technical consultant John Neill to bring to life the technology of state-of-the-art audio recording studios to be built in the basement of the Wellington Town Hall.



[Find out more](#)



**[The NZSO Foundation presents a masterclass with German-French cellist Nicolas Altstaedt and students from Te Kōkī—New Zealand School of Music](#)**

**When:** Thursday 27 April, 6pm – 8pm

**Where:** Adam Concert Room

Nicolas is one of the hottest cellists on today's international touring circuit, known for his versatility performing repertoire from early to contemporary.

The University and NZSO are delighted to invite you to observe what will no doubt be a memorable professional development experience to four lucky School of Music students. Please register your attendance [here](#).

Nicolas Altstaedt appears with the NZSO in Bloch and Shostakovich at the Michael Fowler Centre on 28 April supported by Donald and Susan Best.



**[Students in awe of NZSO Conducting Fellowship in Te Whanganui-a-Tara Wellington](#)**

Talented conducting students from across Aotearoa New Zealand are taking part in four exciting NZSO Conducting Fellowship Te whakawhiwhinga kaiārahi sessions in 2023.

With the generous and ongoing support of the Fellowship Programme's founding partner, The Tindall Foundation's Mary Fitzwilliam Award, the first session in late January and early February had 13 conducting students—the largest number to date of tertiary-based students and young Pasifika musicians from the Auckland Sistema Aotearoa programme.

[Find out more](#)



## Te Kōkī—New Zealand School of Music academics named as Holocaust Centre of New Zealand life members

The Holocaust Centre of New Zealand was established in 2007 with its mission to inspire and empower action against antisemitism, discrimination, and apathy, by remembering, educating, and bearing witness to the Holocaust.

Associate Professor Megiddo and Emeritus Professor Maurice received this honour due to their ongoing work on the Kristallnacht concert. Professor Maurice has been involved in organising the concert since 2007, while Associate Professor Megiddo became involved in the concert after her arrival in New Zealand in 2011. They have co-organised the event ever since.

[Find out more](#)

## NZSO brings an exhilarating selection of concerts to Whanganui-a-Tara Wellington

From some of Aotearoa New Zealand's finest young musicians to superstar violinist Anne-Sophie Mutter, the NZSO presents more than a dozen exhilarating concerts and events in Whanganui-a-Tara Wellington from April to November.

The NZSO's Young Artists Showcase on 12 April features six young soloists—the youngest is 11-years-old—and 17 orchestral instrumentalists from around the country performing with the Orchestra.

[Find out more](#)



## Immense progress underway across central infrastructure projects—including Wellington Town Hall

Mayor Tory Whanau and Councillors toured Poneke's most exciting central infrastructure projects this week to see progress on the Town Hall, Te Matapihi | Central Library and Tākina Wellington Convention and Exhibition Centre.

When it re-opens in 2025, the Town Hall will be a world-class musical and recording venue with improved rehearsal and performance space.

[Find out more](#)

### [Donate to the national music centre](#)

We are ecstatic that 70% of our fundraising target has been reached

If you wish to join us in creating a national treasure in New Zealand's capital city, you can continue to do so in many ways other than 'Taking a Seat'

[Make a one-off or regular donation to the project here](#), or contact Jill Robinson, Senior Development Manager on 04 463 5325 to pledge your support, but pay at a later date



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Wellington City Council**  
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Development Office and Foundation  
Te Herenga Waka—Victoria University  
of Wellington

[development-office@vuw.ac.nz](mailto:development-office@vuw.ac.nz)

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**From:** Jill Robinson <[jill.robinson@vuw.ac.nz](mailto:jill.robinson@vuw.ac.nz)>  
**Sent:** 03 February 2023 11:52  
**To:** Angela Nicholas <[Angela.Nicholas@wcc.govt.nz](mailto:Angela.Nicholas@wcc.govt.nz)>  
**Cc:** Gisella Carr <[Gisella.Carr@wcc.govt.nz](mailto:Gisella.Carr@wcc.govt.nz)>; Kym Fell <[Kym.Fell@wcc.govt.nz](mailto:Kym.Fell@wcc.govt.nz)>  
**Subject:** Lloyd Morrison thanking event

Kia ora Angela

We are planning to hold a thanking event, (similar to the signing event we held for the Adam Foundation gift) for the donors supporting the gift in memory of Lloyd Morrison in support of the national music centre project.

We are looking at November 12 or 13<sup>th</sup> and we would like the three signatories of the agreement to be there to acknowledge the significance of this gift. It would likely be held at the Kelburn Campus in the Victoria Room or the Hunter Council Chamber.

As Barbara is the signatory on behalf of WCC I wondered if you could please put a hold in her diary? We currently working to get a hold in the Vice Chancellor's diary and also NZSO, CE and Dame Kerry Prendergast.

I am cc'ing Gisella Carr and Kym Fell in as I would also like to know who else should represent WCC.

Thank you for your assistance

Ngā mihi

Jill

Jill Robinson  
Senior Development Manager – Special Projects  
Development Office – Te Kura Tangata  
Te Herenga Waka – Victoria University of Wellington



On 7/06/2023, at 1:19 PM, Vicky Boswell <[vicky.boswell@vuw.ac.nz](mailto:vicky.boswell@vuw.ac.nz)> wrote:

Kia ora s7(2)(a)

Yes the documents were shared last week with the Governance Group when I emailed the meeting papers. You have been allocated the last half hour of this meeting, I'm unsure of the attendees availability after 3pm regarding any further conversation.

There is a screen in the meeting room. I've cc'd in Emma Santer, John Allen's EA at WellingtonNZ, could you please liaise directly with her regarding the best option (laptop or memory stick) for your images.

Many thanks

Ngā mihi  
Vicky

---

**From:** s7(2)(a) <[@athfieldarchitects.co.nz](mailto:@athfieldarchitects.co.nz)>  
**Sent:** Wednesday, 7 June 2023 11:15 am  
**To:** Vicky Boswell <[vicky.boswell@vuw.ac.nz](mailto:vicky.boswell@vuw.ac.nz)>  
**Cc:** s7(2)(a) <[@athfieldarchitects.co.nz](mailto:@athfieldarchitects.co.nz)>; James Roberts <[James.Roberts@wcc.govt.nz](mailto:James.Roberts@wcc.govt.nz)>  
**Subject:** RE: Attendance of next National Music Centre Collaboration Governance Group meeting on 8 June

Hi Vicky,

Thanks for that. I'll compare notes with s7(2)(a) / and James Roberts – WCC is working hard to ensure that the WTH meets its core objectives but is also cost-sustainable and represents a celebrated milestone when opened.

I assume those documents will have to be circulated ahead of the meeting and we can assume they'll be broadly familiar.  
We may have 30min (I suspect we can stay on if the conversation or Q&A suggests that that is productive.)

Thus, we will likely, briefly introduce those documents, and describe what could be avenues to test or ways we might seek feedback and engagement if these can be tested.

We may wish to have some images on a screen and we have 4 x -30 second flythroughs of the key spaces discussed in those documents, will there be a screen to use? – we could take a laptop or a memory stick.

James – feel free to call about this if you have time.

Ngā mihi

s7(2)(a)

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---

**From:** Vicky Boswell <[vicky.boswell@vuw.ac.nz](mailto:vicky.boswell@vuw.ac.nz)>  
**Sent:** Wednesday, May 31, 2023 3:13 PM  
**To:** s7(2)(a) <[s7\(2\)\(a\)@athfieldarchitects.co.nz](mailto:s7(2)(a)@athfieldarchitects.co.nz)>  
**Cc:** s7(2)(a) <[s7\(2\)\(a\)@athfieldarchitects.co.nz](mailto:s7(2)(a)@athfieldarchitects.co.nz)>  
**Subject:** RE: Attendance of next National Music Centre Collaboration Governance Group meeting on 8 June

H s7(2)(a)

Great news you, and possibly s7(2)(a) can attend. I'll send through a meeting request to get it booked in your calendars.

The meeting attendees are:

Chair: John Allen  
Members: NZSO: Peter Biggs  
VUW: Sarah Leggott  
WCC: James Roberts  
Other: VUW: Vicky Boswell (minutes)  
VUW: Lincoln North  
Athfield Architects: s7(2)(a) (from  
2.30pm)

The meeting agenda is being finalised now that we've confirmation you can attend. The meeting commences at 2pm and you will join for the last half hour from 2.30-3.00pm for your presentation. We intend to share the attached documents you sent Lincoln with the Collaboration Governance Group when emailing out the agenda.

Look forward to hearing back from you regarding the presentation.

Ngā mihi  
Vicky

---

**From:** s7(2)(a) <[REDACTED]@athfieldarchitects.co.nz>  
**Sent:** Wednesday, 31 May 2023 2:44 pm  
**To:** Vicky Boswell <vicky.boswell@vuw.ac.nz>; s7(2)(a) <[REDACTED]@athfieldarchitects.co.nz>  
**Subject:** RE: Attendance of next National Music Centre Collaboration Governance Group meeting on 8 June

Hi Vicky,

I'm happy to attend. I think s7(2)(a) is too.  
Can I ask for a list of attendees and an agenda if that has been published?  
I think we'd thought about a presentation but let's test what to contribute.

Ngā mihi

s7(2)(a) <[REDACTED]>

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---

**From:** Vicky Boswell <vicky.boswell@vuw.ac.nz>  
**Sent:** Wednesday, May 31, 2023 9:43 AM  
**To:** s7(2)(a) <[REDACTED]@athfieldarchitects.co.nz>; s7(2)(a) <[REDACTED]@athfieldarchitects.co.nz>  
**Subject:** Attendance of next National Music Centre Collaboration Governance Group meeting on 8 June

Mōrena s7(2)(a) <[REDACTED]>

I'm EA to Sarah Leggott who is the Victoria University member of National Music Centre Collaboration Governance Group. Lincoln North has provided me with your contact details, I understand you've indicated to him you agreed to putting together a paper and presentation for this Governance Group. The next meeting is scheduled for Thursday 8 June, would you be available to present to this group from 2.30-3.00pm? The meeting is being held at WellingtonNZ offices, 175 Victoria street.

Many thanks

Ngā mihi

Vicky Boswell

EA & Project Coordinator to Professor Sarah Leggott, Pro Vice-Chancellor

Wellington Faculties of Humanities & Social Sciences | Education

Te Herenga Waka - Victoria University of Wellington

Phone: +64-4-463 5208

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<image001.png>

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**From:** Robyn Boswell <[Robyn.Boswell@wcc.govt.nz](mailto:Robyn.Boswell@wcc.govt.nz)>  
**Sent:** Friday, 21 April 2023 3:35 pm  
**To:** Vicky Boswell <[vicky.boswell@vuw.ac.nz](mailto:vicky.boswell@vuw.ac.nz)>  
**Cc:** Gisella Carr <[Gisella.Carr@wcc.govt.nz](mailto:Gisella.Carr@wcc.govt.nz)>  
**Subject:** RE: Availability for National Music Centre Governance Group Meeting

Kia ora Vicky

Sorry its taken us a while to confirm, but Gisella will be able to attend from 11.45am-12.30pm.

Hope that helps.

Ngā mihi

**Robyn Boswell**

BU Coordinator & PA Creative Capital | Wellington City Council

M s7(2)(a) | E [Robyn.Boswell@wcc.govt.nz](mailto:Robyn.Boswell@wcc.govt.nz) | W [Wellington.govt.nz](http://Wellington.govt.nz) |  | 



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---

**From:** Vicky Boswell <[vicky.boswell@vuw.ac.nz](mailto:vicky.boswell@vuw.ac.nz)>  
**Sent:** 21 April 2023 09:07  
**To:** Gisella Carr <[Gisella.Carr@wcc.govt.nz](mailto:Gisella.Carr@wcc.govt.nz)>  
**Cc:** Robyn Boswell <[Robyn.Boswell@wcc.govt.nz](mailto:Robyn.Boswell@wcc.govt.nz)>  
**Subject:** RE: Availability for National Music Centre Governance Group Meeting

Mōrena Gisella and Robyn,

Just following up on my email below – I'd really appreciate it if you could please advise as I need to finalise the agenda for this meeting next week.

Many thanks and happy Friday.

Ngā mihi  
Vicky

---

**From:** Vicky Boswell  
**Sent:** Wednesday, 19 April 2023 1:47 pm  
**To:** Gisella Carr <[gisella.carr@wcc.govt.nz](mailto:gisella.carr@wcc.govt.nz)>  
**Cc:** Robyn Boswell (<[Robyn.Boswell@wcc.govt.nz](mailto:Robyn.Boswell@wcc.govt.nz)> <[robyn.boswell@wcc.govt.nz](mailto:robyn.boswell@wcc.govt.nz)>  
**Subject:** Availability for National Music Centre Governance Group Meeting

Kia ora Gisella,

Our next National Music Centre Governance Group meeting is scheduled for Friday 28 April from 11.30am – 1pm. Would you have any availability during this time to attend for 30-45 minutes to discuss the Operational Management Group's role and purpose. At the last Governance Group meeting it was agreed to invite you from WCC, and other representatives NZSO and VUW for this conversation. We acknowledge this is short notice so if you are unavailable next week we can look at other future meeting dates.

Many thanks

Ngā mihi  
Vicky Boswell

EA & Project Coordinator to Professor Sarah Leggott, Pro Vice-Chancellor  
Wellington Faculties of Humanities & Social Sciences | Education  
Te Herenga Waka - Victoria University of Wellington  
Phone: +64-4-463 5208  
Room MY408, Murphy Building, Kelburn Parade  
[www.wgtn.ac.nz](http://www.wgtn.ac.nz) | 0800 04 04 04



From: **Barbara McKerrow** <Barbara.Mckerrow@wcc.govt.nz>  
**Peter Biggs** <Peter.Biggs@nzso.co.nz>; **Nic Smith** <nic.smith@vuw.ac.nz>;  
**kerry@prendergast.co.nz** <kerry@prendergast.co.nz>; **James Roberts**  
<James.Roberts@wcc.govt.nz>; **John.allen@wellingtonz.com**  
<John.allen@wellingtonz.com>; **Kym Fell** <Kym.Fell@wcc.govt.nz>; **Bede  
Crestani** <Bede.Crestani@wcc.govt.nz>; **David Stevenson**  
<david.stevenson@vuw.ac.nz>; **Craig Sutton** <craig.sutton@vuw.ac.nz>;  
**Rawinia Higgins** <rawinia.higgins@vuw.ac.nz>; **Jill Robinson**  
<jill.robinson@vuw.ac.nz>; **Sally Jane Norman**  
<sallyjane.norman@vuw.ac.nz>; **Simon Johnson** <simon.johnson@vuw.ac.nz>;  
**Sue O'Donnell** <sue.odonnell@vuw.ac.nz>  
CC: **Ann Thomson** <ann.thomson@vuw.ac.nz>; **Mike Wilson**  
<mike.wilson@vuw.ac.nz>  
Subject: RE: National Music Centre  
Date: 28.06.2023 05:21:18 (+02:00)

Kia ora Nic

s7(2)(a) and likewise I thank you for your note and also many thanks to Sarah for her work on this project.

I particularly recognise the very busy and challenging time you are experiencing right now also, we all know how important the role of the university is in our city. Don't hesitate to ask if there is anything you need from the city.

Ngā mihi,  
Barbara

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**From:** Peter Biggs <Peter.Biggs@nzso.co.nz>  
**Sent:** 23 June 2023 11:08  
**To:** Nic Smith <nic.smith@vuw.ac.nz>; kerry@prendergast.co.nz; James Roberts  
<James.Roberts@wcc.govt.nz>; John.allen@wellingtonz.com; Kym Fell <Kym.Fell@wcc.govt.nz>; Barbara  
McKerrow <Barbara.Mckerrow@wcc.govt.nz>; Bede Crestani <Bede.Crestani@wcc.govt.nz>; David  
Stevenson <david.stevenson@vuw.ac.nz>; Craig Sutton <craig.sutton@vuw.ac.nz>; Rawinia Higgins  
<rawinia.higgins@vuw.ac.nz>; Jill Robinson <jill.robinson@vuw.ac.nz>; Sally Jane Norman  
<sallyjane.norman@vuw.ac.nz>; Simon Johnson <simon.johnson@vuw.ac.nz>; Sue O'Donnell  
<sue.odonnell@vuw.ac.nz>  
**Cc:** Ann Thomson <ann.thomson@vuw.ac.nz>; Mike Wilson <mike.wilson@vuw.ac.nz>  
**Subject:** RE: National Music Centre

Mālō ē lelei, Nic!

Greetings from Tonga.

The NZSO is here on its first-ever tour to the Pacific Islands.

Thank you for your note.

Sincere thanks to Sarah for her wonderful mahi while she was in the project sponsor role for the National Music Centre.

Looking forward to meeting Mike – and the new Provost when they are appointed.

Ngā mihi

Biggsy

**Peter Biggs**

Chief Executive

M: 57(2)(a)

E: [peter.biggs@nzso.co.nz](mailto:peter.biggs@nzso.co.nz)



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From: **Sarah Leggott** <sarah.leggott@vuw.ac.nz>  
To: **Kym Fell** <Kym.Fell@wcc.govt.nz>  
Subject: RE: National Music Centre Collaboration Governance Group  
Date: 22.05.2023 02:40:16 (+02:00)

Kia ora Kym

Many thanks for letting us know. Thanks for your contributions to the CGG, I'll look forward to meeting James soon.

Noho ora mai  
Sarah

---

**From:** Kym Fell <Kym.Fell@wcc.govt.nz>  
**Sent:** Thursday, 18 May 2023 11:03 AM  
**To:** John Allen <john.allen@wellingtonnz.com>; Peter Biggs <peter.biggs@nzso.co.nz>; Sarah Leggott <sarah.leggott@vuw.ac.nz>  
**Cc:** Stephen Blackburn <Stephen.Blackburn@wcc.govt.nz>; Gisella Carr <Gisella.Carr@wcc.govt.nz>; Vicky Boswell <vicky.boswell@vuw.ac.nz>; Alanna Wilcock <Alanna.Wilcock@wcc.govt.nz>; James Roberts <James.Roberts@wcc.govt.nz>  
**Subject:** National Music Centre Collaboration Governance Group

Kia ora John, Biggsy & Sarah,

I trust that this e-mail finds you all in good spirits.

Please be advised that James Roberts has been appointed to an Executive Director role for the Te Ngākau programme which includes all development within the precinct.

As a result of this appointment and based on my workload, James will be picking up the responsibility of representing Wellington City Council on the National Music Centre Collaboration Governance Group.

James has had a full handover from me and is looking forward to attending the next meeting on 8 June.

Nga mihi, Kym

Mr Kym Fell

**Chief Customer & Community Officer | Tātai Heke Hapori**

Executive Leadership Team | Wellington City Council

M s7(2)(a) | E [kym.fell@wcc.govt.nz](mailto:kym.fell@wcc.govt.nz) | W [Wellington.govt.nz](http://Wellington.govt.nz) |

**Emilee Dimcheff**

Executive Assistant to Kym Fell, M s7(2)(a) | E [emilee.dimcheff@wcc.govt.nz](mailto:emilee.dimcheff@wcc.govt.nz)

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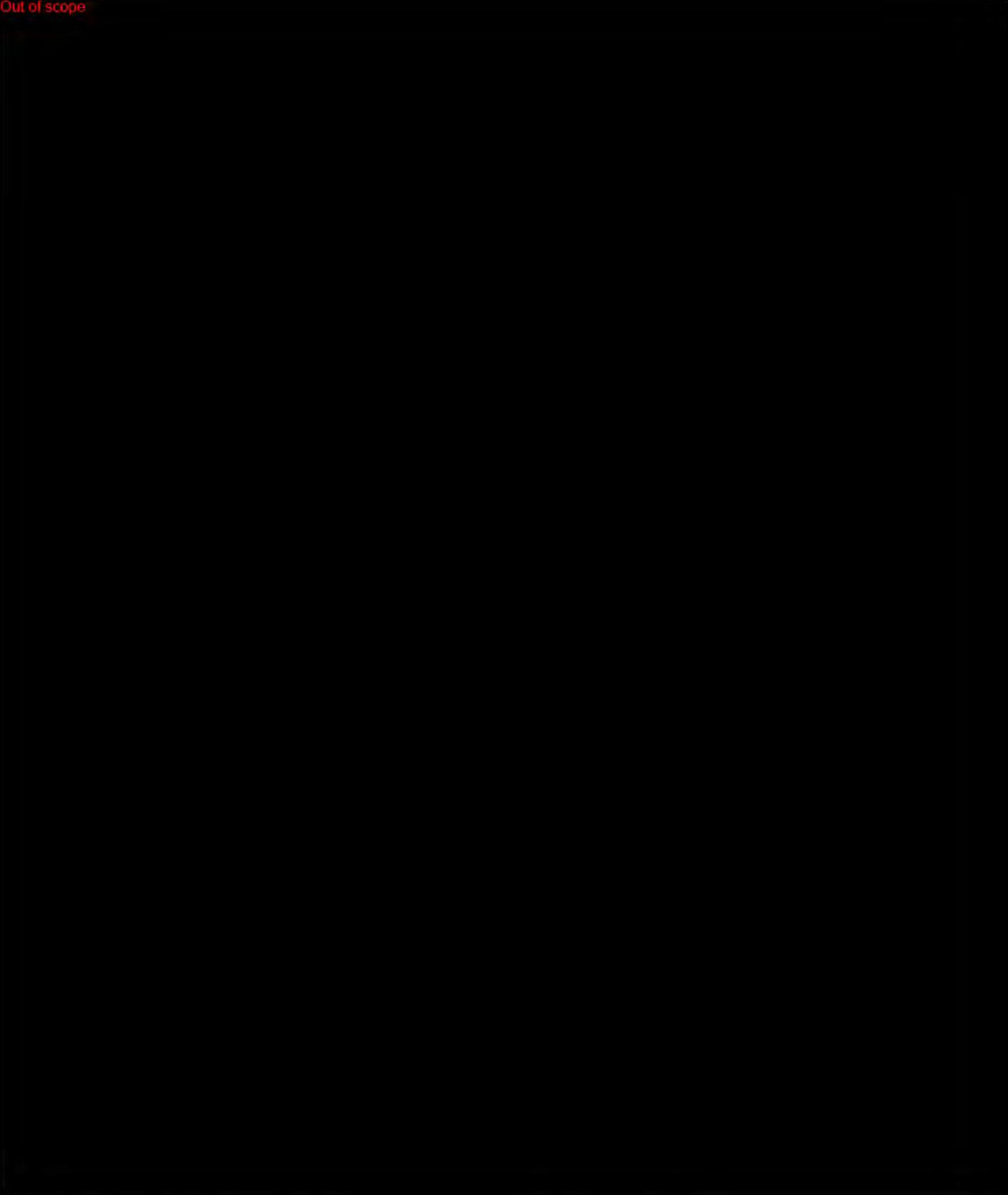
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Wellington City Council**

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**From:** Rawinia Higgins & Kerry Prendergast <[development-office@vuw.ac.nz](mailto:development-office@vuw.ac.nz)>

**Sent:** Tuesday, 3 October 2023 12:01 PM

**To:** Eve Backhaus <[eve.backhaus@vuw.ac.nz](mailto:eve.backhaus@vuw.ac.nz)>

**Subject:** [Test] - National Music Centre

No images? [Click here](#)

Image removed by sender. Te Herenga Waka—Victoria University logo

Dear ,

We are writing to you as a donor of our campaign to establish a national music centre in Wellington.

As you know, the national music centre project is a collaboration between Te Herenga Waka—Victoria University of Wellington, the New Zealand Symphony Orchestra (NZSO), and the Wellington City Council. The proposed centre is to be based in and around the refurbished Wellington Town Hall.

The purpose of this email is to update you on a briefing held earlier today at Wellington City Council, where city councillors, including the Mayor, were advised of the need for a significant increase in funding for the strengthening and redevelopment work required on the Town Hall. These additional costs are estimated to be between \$70 million and \$147 million.

The proposed budget increase will be considered and voted on at a Wellington City Council meeting on 25 October and we are optimistic that the Council will meet this increase. It will be accompanied, however, by a further delay on the completion date for the Town Hall, which is likely to be at least 2027.

The University has been in close contact with Wellington City Council over challenges in completing redevelopment of the Town Hall, given rising costs and high interest rates.

We are disappointed by the increase in costs and its implications, as you will be. However, please be assured that we remain strongly connected with our tripartite partners and will continue to keep you informed on any changes or decisions made regarding the national music centre.

We remain inspired by our vision for a national music centre in the heart of Wellington and thank you again for your continuing support. Please call one of us if you wish to discuss anything in this message.

Kind regards,

**Professor Rawinia Higgins**  
**Acting Vice-Chancellor**

**Dame Kerry Prendergast**  
**Chair VUW Foundation**

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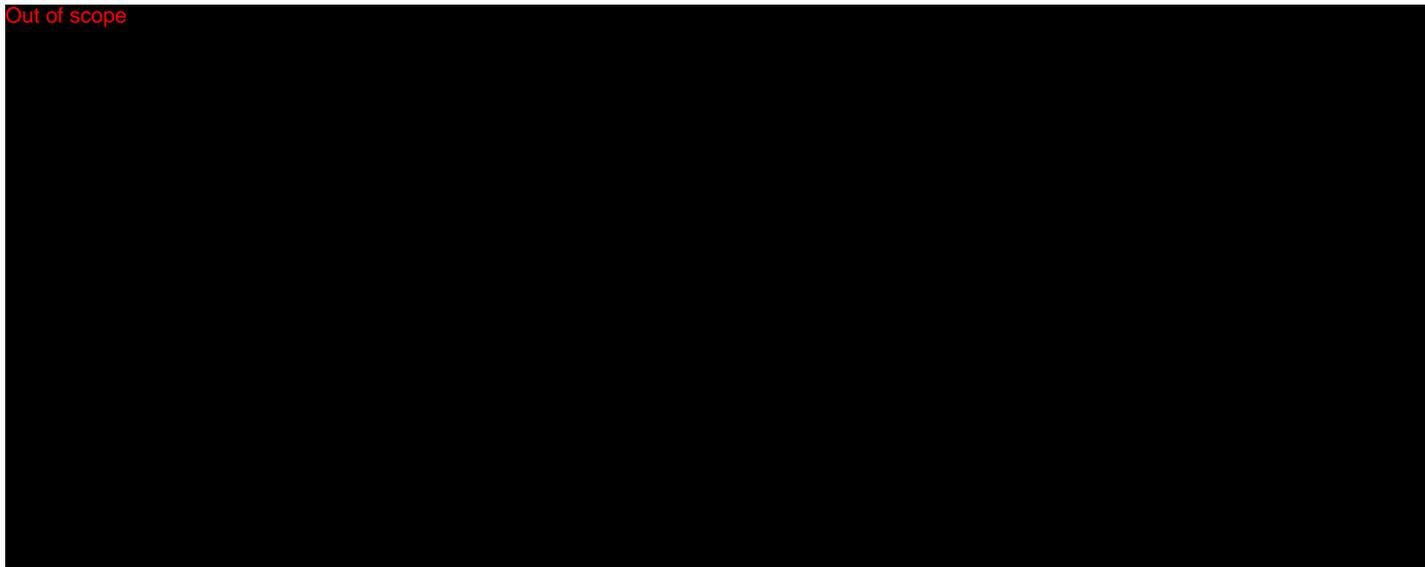
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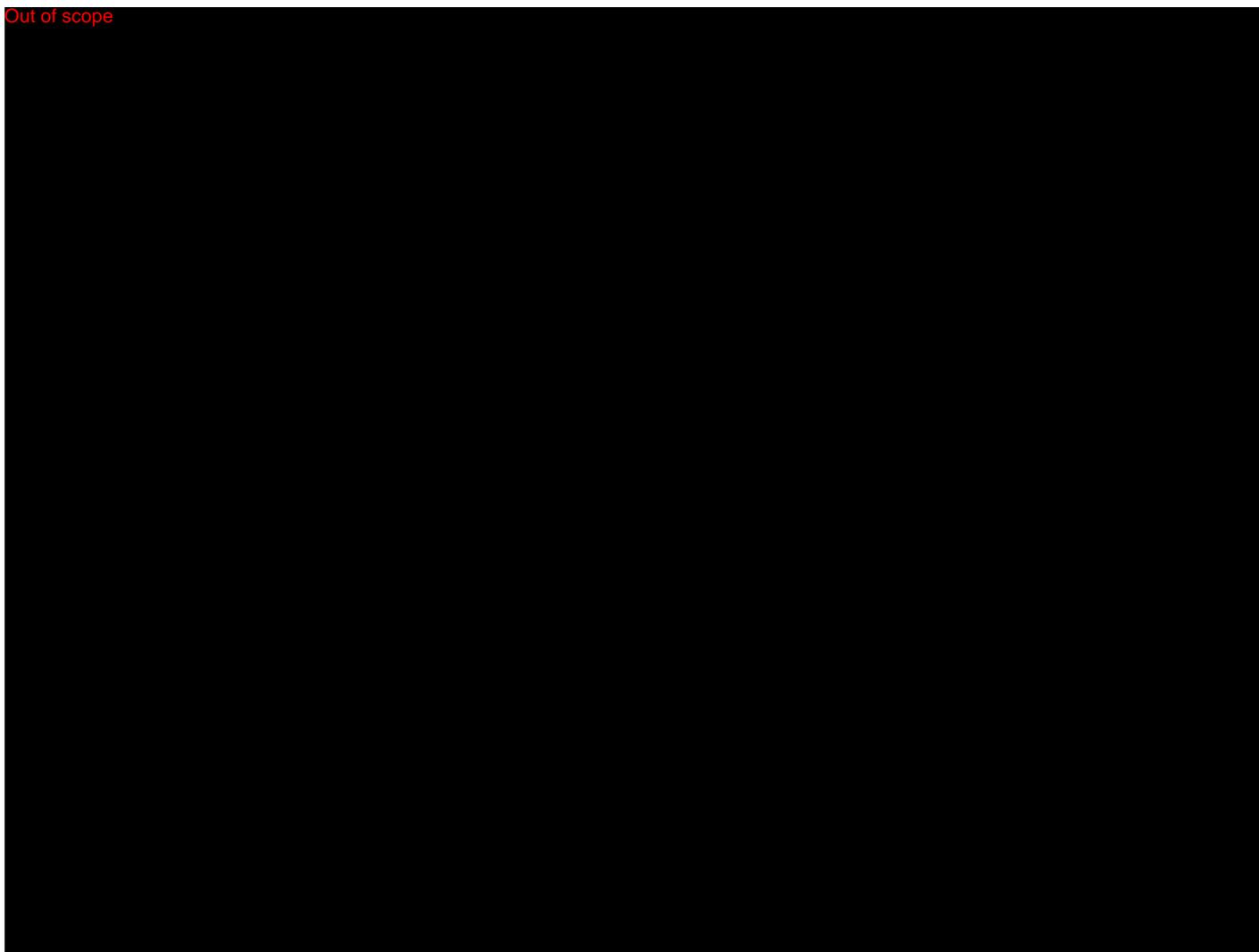
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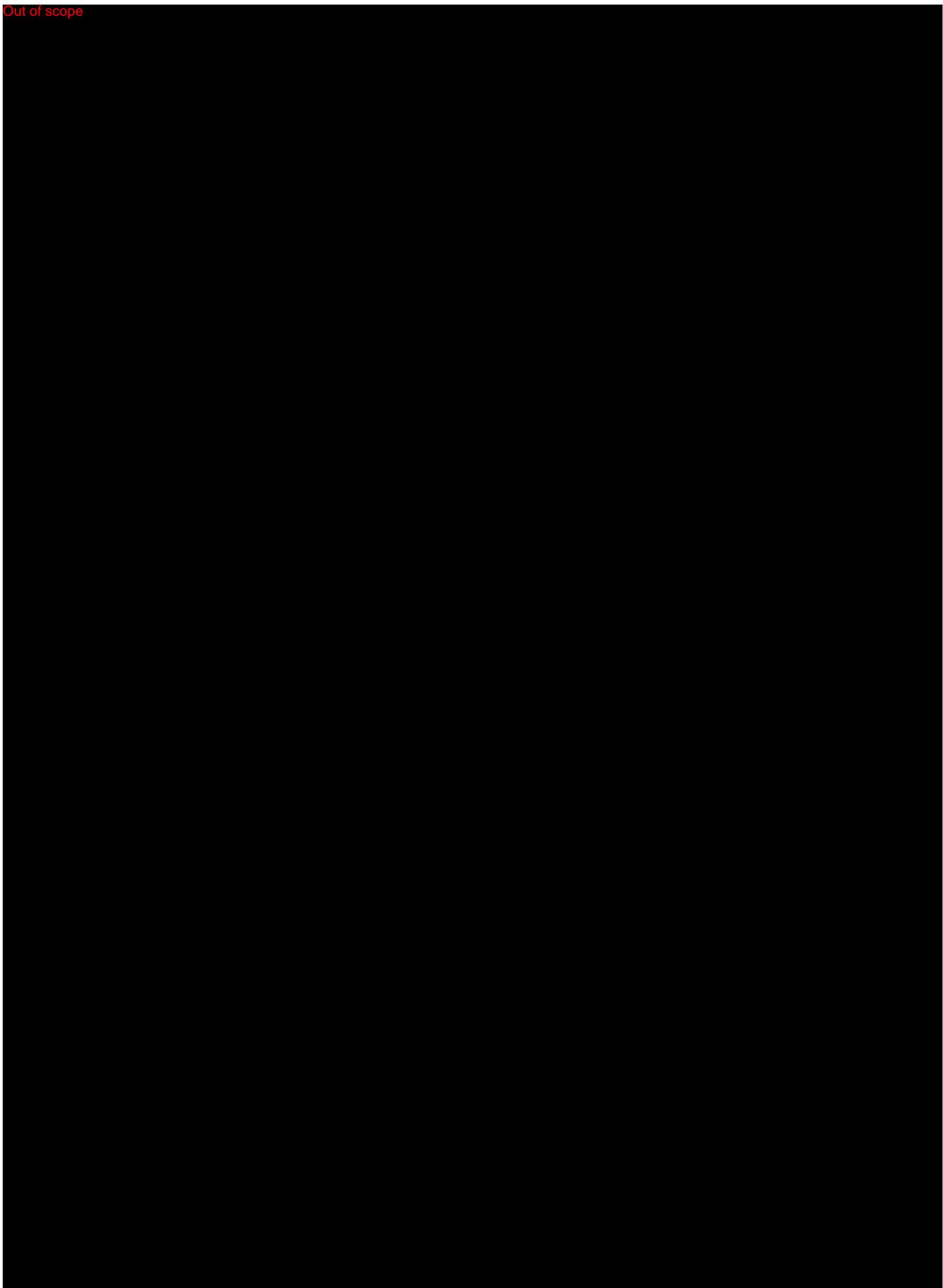
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**From:** Manda Grubner  
**Sent:** 22 February 2023 10:55  
**To:** Vicky Boswell <[vicky.boswell@vuw.ac.nz](mailto:vicky.boswell@vuw.ac.nz)>  
**Subject:** RE: National Music Centre Collaborative Governance Group mtg - conversation re engagement with mana whenua

Ka pai, looking forward to it.

I've attached some slides for my session – can these be lined up for me?

E mihi ana,

Manda

---

**From:** Vicky Boswell <[vicky.boswell@vuw.ac.nz](mailto:vicky.boswell@vuw.ac.nz)>  
**Sent:** 22 February 2023 10:30  
**To:** Manda Grubner <[Manda.Grubner@wcc.govt.nz](mailto:Manda.Grubner@wcc.govt.nz)>  
**Subject:** RE: National Music Centre Collaborative Governance Group mtg - conversation re engagement with mana whenua

Kia ora Manda,

Looking forward to meeting you in person this afternoon at 3pm at the National Music Centre Collaborative Governance Group meeting.

Ngā mihi  
Vicky

---

**From:** Manda Grubner <[Manda.Grubner@wcc.govt.nz](mailto:Manda.Grubner@wcc.govt.nz)>  
**Sent:** Thursday, 9 February 2023 4:23 pm  
**To:** Vicky Boswell <[vicky.boswell@vuw.ac.nz](mailto:vicky.boswell@vuw.ac.nz)>  
**Subject:** RE: National Music Centre Collaborative Governance Group mtg - conversation re engagement with mana whenua

Kia ora Vicky,

Miraculously I can do that window! Send me an invite and we'll lock it in.

It might also be useful to have a quick kōrero over teams to get a sense of where you're at and where you want to get to as a group – let me know if you have 15 minutes to discuss.

E mihi ana,

Manda

## Manda Grubner

Te Āti Awa | Pronouns: She/Her

Manager Māori Partnerships | Mataaho Aronui – Māori Strategic Outcomes | Te Kaunihera o Pōneke

E [manda.grubner@wcc.govt.nz](mailto:manda.grubner@wcc.govt.nz) | W [Wellington.govt.nz](http://Wellington.govt.nz) | s7(2)(a)



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**From:** Vicky Boswell <[vicky.boswell@vuw.ac.nz](mailto:vicky.boswell@vuw.ac.nz)>

**Sent:** 09 February 2023 16:14

**To:** Manda Grubner <[Manda.Grubner@wcc.govt.nz](mailto:Manda.Grubner@wcc.govt.nz)>

**Subject:** RE: National Music Centre Collaborative Governance Group mtg - conversation re engagement with mana whenua

Kia ora Manda

Just getting back in touch after cancelling the meeting you were going to attend last year.

To jog your memory I work for Sarah Leggott the Pro Vice-Chancellor of Humanities & Social Sciences and Education at Te Herenga Waka - Victoria University of Wellington. Sarah is a member of the National Music Centre Collaborative Governance Group along with your colleague Kym Fell, Peter Biggs (NZSO), and John Allen – Chair (WellingtonNZ & VUW). You kindly agreed to attend one of the Governance Group meetings to have a 30 minute conversation on how best to navigate and engage with mana whenua.

Our next meeting is scheduled for Wednesday 22 February from 2.30 – 4pm at WellingtonNZ (located at 175 Victoria street), would you be available for 30 minutes during this time?

Many thanks

Ngā mihi  
Vicky

Out of scope

## Pre 2020

Tira Poutama  
small,  
operational  
Tiriti team

He Waka Eke  
Noa  
Effectiveness  
Framework

Te Tauihu  
Te reo Māori  
Policy

MoU  
agreements  
with iwi



## 2020 - 21

Appointment  
of Tākai Heke  
Māori, Chief  
Māori Officer

LTP  
Objective:  
Mana  
Whenua  
Partnerships

Council  
Pouwiwi roles  
created

Establishment  
of Māori Ward



TE RŪNANGANUI O TE ĀTI AWA

## 2022

Tākai Here  
agreement  
signed

Tūpuki Ora  
Action Plan  
adopted

Mahau te reo  
Māori app  
launched

Tūpuki Ora  
Māori  
Strategy  
launched

Tākai Here  
Leaders  
Forum  
Established

Inauguration  
at Pipitea  
Marae with iwi

Tūpuki Ora  
Māori  
Strategy  
launched

Priority  
Outcomes set

\$1mil  
investment  
into Te Wiki o  
Te Reo



TE RŪNANGA O  
**TOA RANGATIRA**

**Absolutely Positively  
Wellington City Council**  
Me Heke Ki Pōneke

On 29 April, 182 years since Te Tiriti o Waitangi was signed in our harbour, we signed a new partnership agreement with mana whenua



TE RŪNANGANUI O TE ĀTI AWA



TE RŪNANGA O  
**TOA RANGATIRA**

**Absolutely Positively  
Wellington City Council**  
Me Heke Ki Pōneke

# MANA WHENUA AND WCC SHARED PRIORITY OUTCOMES

KĀINGA ME TE WHENUA Wellbeing of housing and land

MAURI ORA O TE TĀNGATA Wellbeing of People

TE AO MĀORI - Te Reo Māori & Te Ahurea Māori - Wellbeing of Culture, Arts and Language

TAIAO - Wellbeing of our Environment

PARTNERSHIP – wellbeing of our partnership



TE RŪNANGANUI O TE ĀTI AWA



TE RŪNANGA O  
**TOA RANGATIRA**

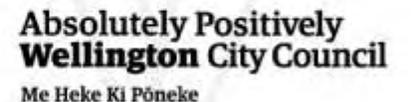
**Absolutely Positively**  
**Wellington City Council**  
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# OUR PARTNERS | NGĀ KAIHOE

TE ĀTI AWA is represented by Te Rūnanganui o Te Āti Awa ki te Upoko Te Ika a Māui and includes Pipitea Marae, Te Tatau o te Pō Marae and Waiwhetu Marae.

TARANAKI WHĀNUI is represented by Port Nicholson Block Settlement Trust

NGĀTI TOA RANGATIRA is represented by Te Rūnanga o Ngāti Toa Rangatira and includes Takapūwāhia Marae, Hongoeaka Marae, Whakatū Marae and Wairau Pā.



# WORKING WITH MANA WHENUA

- What do you already have in place?
- How does the mahi of the National Music Centre link to mana whenua outcomes and goals?
- Explore what the benefit is for mana whenua to partner with you?
- Seek clarity about what you want to achieve in your partnership before you connect.
- Think about the opportunities for mana whenua and what kind of role they may want play:
  - co-design
  - service delivery
  - co-governance
  - strategic input
  - input into key decisions



TE RŪNANGANUI O TE ĀTI AWA

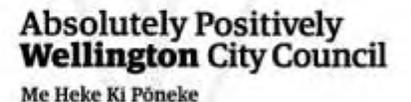


TE RŪNANGA O  
**TOA RANGATIRA**

**Absolutely Positively**  
**Wellington City Council**  
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# WORKING WITH MANA WHENUA

- Be prepared to invest - in time, into relationship building and financially
- Understand who the right people are and where to start
- Think about the opportunities for mana whenua inside your organisations now - what are the low hanging fruit?
  - Employment
  - Scholarships or learning opportunities
  - Procurement and investment into the Māori Economy
  - Culturally - learning about the whenua in which you live and work on
  - Culturally - through storytelling, naming and purpose



From: s7(2)(a)@athfieldarchitects.co.nz>  
To: James Roberts <James.Roberts@wcc.govt.nz>  
CC: s7(2)(a)@athfieldarchitects.co.nz>; Lincoln North - VUW (lincoln.north@vuw.ac.nz) <lincoln.north@vuw.ac.nz>; craigt@nzso.co.nz <craigt@nzso.co.nz>  
Subject: National Music Centre CGG - Wellington Town Hall  
Date: 24.05.2023 06:14:16 (+02:00)  
Attachments: 230516 Civic Music Hub WTH-MOB dependency .pdf (2 pages), 230524 WTH Foyer-West Hall summary.pdf (12 pages)

Kia ora James,

I realise this email might be a way of introduction to Lincoln and Craig?

Over the last week I have been in discussion with Lincoln about the agenda for the up-coming CGG meeting.

One of the proposed agenda items is an update on the Wellington Town Hall relationship with its surroundings, in particular the West Hall, when it opens in 2025 and into the future.

In preparation for CGG papers, which are due to go out next week, Lincoln and I have been discussing the background material that could be included. A useful starting point is a review of the project history to help give context to the current proposal for the West Hall.

In addition to this and for the benefit of Lincoln and Craig, I'm aware the West Hall issue is currently getting a lot of "air time" with WCC and is likely to be a developing issue over the next few weeks..

With above in mind, I'm keen to keep the comms as open as practical and attached are a couple of documents that could form the basis of the information provided to the CGG.

Ngā mihi

s7(2)(a)

Principal

Ph 04 499 1727

Mob s7(2)(a)

[www.athfieldarchitects.co.nz](http://www.athfieldarchitects.co.nz)

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l	i	m	i	t	e	d		TEL 64 4 499 1727
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## FILE NOTE

<b>Project</b>	Civic Music Hub (2015) – National Music Centre (2021)	<b>Ref</b>	15-35
<b>From</b>	s7(2)(a)	<b>Date</b>	16 May 2023
<b>Subject</b>	WTH - MOB (site) Dependency	<b>Page no.</b>	1 of 2

From the start of the Civic Music Hub (CMH) Project (2015) the design brief identified the Wellington Town Hall was missing much needed support space for auditorium events that accommodate audiences in the order of 1400 people.

The proposed 2017 Concept for the Civic Music Hub, which settled on providing accommodation primarily within WTH and MOB, provided this support space within the ground floor of MOB. Due to the Civic Music Hub's multi-faceted demands on the ground floor, the area of foyer space provided within MOB was in the order 500m<sup>2</sup>, not necessarily overly generous. In addition to this there was a café and a dedicated small function space. Due to this ground floor demand, toilets for the venue were provided within the WTH basement, accessed from the MOB ground floor which sits 1m below that of the adjacent WTH. The toilet access route while not at the same level of the main foyer was considered acceptable compromise.

Since 2017, the requirement for the WTH project to advance, combined with the increasing unknown fate of the MOB building, has generated a series of decisions which at each step has further marginalised the functionality of the WTH due the reduction of support space.

This ongoing uncertainty in respect to the timing and fate of MOB creates a risk of having the WTH opening with no with a poor functional offering and no clear plan on how this lack of support space will be provided in the future.

A brief potted history is as follows;

**2015:** Civic Music Hub brief established. RFP awarded

**2016:** Civic Music Hub options (MOB and BOM) both established a foyer space on the MOB site was critical to support the WTH venue.

**2017 (March):** MOB-WTH Civic Music Hub concept design approved. This included foyer and Café space on the Ground floor of MOB with access to WTH basement toilets from the MOB ground floor Level (1m below that of WTH)

**2017 (April):** Wellington Town Hall (WTH) portion of Civic Music Hub given green light to proceed.

**2017 (May):** WTH project to be designed to enable it to operate with and without MOB. At this time the proposal was to strengthen MOB to accommodate VUW and NZSO. MOB structural design and costs were yet to be fully evaluated.

A WTH “standalone” design exercise was completed to demonstrate how the WTH could operate without MOB. This was understood to be a temporary solution to enable the construction of WTH to advance independently. While this standalone option was compliant with respect to functionality, it was considered to be a less than ideal design solution for the long term use of the WTH. The route to the basement toilets was lengthened and there was not sufficient breakout space for the Auditorium.

To do this the West Hall stairs to the basement toilets and 1<sup>st</sup> floor Auditorium Gallery were reconfigured and placed within the West Hall. This was on the understanding there remained a future option where the stairs could be removed and reinstated as per the original MOB-WTH design once the MOB building was strengthened.

## FILE NOTE

**2019 (Nov):** MOB Detailed Design completed. This was costed in early 2020. The strengthening solution of MOB narrowed the West Hall stairs to the basement toilets, making an already poor “WTH standalone” solution worse.

At this same time the advancement of the VUW spatial requirements for MOB enabled a re-evaluation of the MOB ground floor usage. This led to an alternative (preferred) solution to provide Venue toilets within the MOB ground floor in lieu of the WTH basement toilets.

**2020 (May):** A design study completed investigating what MOB strengthening works needed to be advanced to minimise future disruption to WTH operations. This involved the early installation of piles, ground beam and shear wall on the east face of MOB. The design work had to facilitate both West Hall stair options (WTH Standalone and WTH integrated with MOB) resulting in the ground beam being sufficiently low to enable a future stair tunnel between WTH toilets and MOB. A requirement resulting from the decision to keep all options on the table.

**2020 (Dec):** WCC Council voted to demolish MOB.

**2021 (Feb):** Design exercise completed to provide options on what should/could happen to the WTH West Hall should the MOB be demolished. While not ideal the decision was made to not continue with the construction of the West Hall as it was structurally part of MOB and there was a concern the demolition of MOB potentially only a year or so after the completion of the WTH would also involve the demolition of the recently completed West Hall.

This exercise resulting in a halt to the West Hall and the design of a temporary, albeit elaborate wall to the edge of the seismically isolated WTH. (This is yet to be constructed)

Although this solution is compliant with regard to fire egress and toilets, the halting of the construction of the West Hall is seen a very poor temporary solution.

**2022 (Sep):** Design Guide for the redevelopment of the MOB-Cab site initially assumed the WTH was a stand alone building and did not require support space from the new development. The temporary wall condition was not considered.

**2023 (Feb):** MOB-CAM site Design Guide was re-evaluated and updated to provide either; (note AAL have not sighted this updated design guide)

1. A stand alone Annex to provide the required support space for the WTH, separated with a lane from a MOB-CAB site development.
2. A MOB-CAB site development that includes the required WTH support space within its development. This would include the reinstatement of the West Hall interior lane way.

**2023 (May):** Construction costs and market concerns surrounding the ability to develop the MOB-CAB site have created additional uncertainty surrounding the future of MOB and whether it will be demolished and redeveloped in the near future. This uncertainty puts the near future (5 -10 years) functionality of the WTH in question.

As a starting point the WTH, in addition to the West Hall, the following minimum support space is missing.

- Foyer / Break out – approx. 500m<sup>2</sup>
- Toilets – approx. 200 m<sup>2</sup> (ideally at ground floor level)
- Café - approx. 150-250 m<sup>2</sup>

15.35

# WELLINGTON TOWN HALL

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## Foyer & West Hall Summary

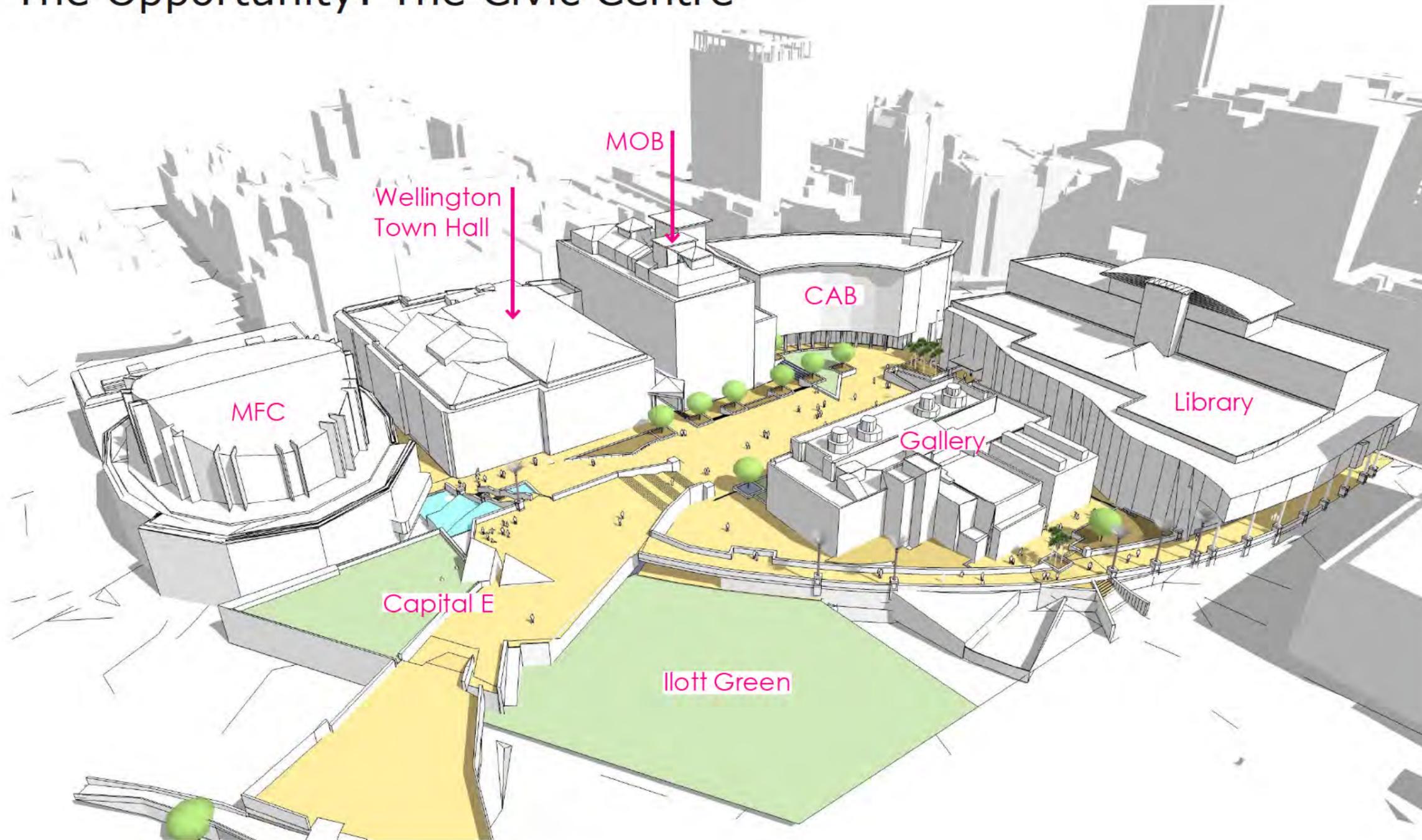
24 May 2023



[athfieldarchitects.co.nz](http://athfieldarchitects.co.nz)

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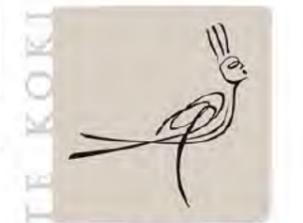
## The Opportunity: The Civic Centre



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TIM RONALDS  
ARCHITECTS

CCMARCHITECTS



NEW ZEALAND  
SCHOOL OF MUSIC



project:  
**CIVIC MUSIC HUB**

document:  
**NZSM SPATIAL BRIEF**

project no: 15-35  
date: 10 October 2015  
rev: A

## BACKGROUND

### KEY GOALS, OBJECTIVES & DESIGN PRINCIPLES

15.35  
Civic Music Hub  
Concept Design Report  
14.03.2017

Page 2

Stakeholder engagement through Feasibility and Concept has yielded the following goals, objectives and principles. These are developed and promoted in the design of this facility.



#### Key Project Goals

##### **Retain the Wellington Town Hall**

- Secure the retention of the Wellington Town Hall as one of Wellington City's most significant historical buildings.
- See WTH seismically strengthened and redeveloped into a world class auditorium for future generations.
- Ensure the Town Hall remains accessible for civic use, citizens and communities for a wide range of activities and events.

##### **Enliven and energise the wider Civic Precinct**

- Transform the wider Civic Precinct into a major civic and cultural centre that energises the Civic campus and promotes engagement with the public on a daily basis and through a lively annual programme of activities and performances.
- Support the building of education, civic and industry partnerships, reinforcing Wellington's role as the country's creative capital and growing the economic value of arts and culture in Wellington City.

##### **International Recognition**

- Grow an internationally recognised centre for music around the New Zealand Symphony Orchestra and the New Zealand School of Music through a programme of teaching and research, performance, promotion, development, nurturing and showcasing in a world class facility that would be a permanent home for NZSM and NZSO.

#### Key Objectives

- Revitalise and save the Wellington Town Hall for future generations.
- Enliven, enrich and energise the wider Civic Precinct.
- Create and grow an internationally recognised Centre of Music with NZSM & NZSO at its heart.
- Provide world class excellence in music education, research, composition & performance.
- Provide excellent facilities that enable innovation & future focused learning & working.
- Increase accessibility for music.
- Use buildings as a tool / instrument in the learning process
- Support and build civic and industry partnerships.
- Reinforce and grow Wellington's position as the country's cultural and creative capital.
- Engage with the local community and connect regionally, nationally and globally.

#### Key Design Principles

- **Effectiveness** – an environment that optimises productivity
- **Vitality** – a sense of life, activity and dynamism.
- **Connection** – a sense of community and 'belonging' through shared ownership and usage.
- **Environmental Quality** – optimal human comfort and safety achieved in an ecologically responsible way.
- **Strong identity** - a physical embodiment of the values and ethos of an arts focused creative Capital.
- **Diversity** – supporting and celebrating the many different cultures, personalities and activities that comprise city life.
- **Convenience** – making the experience easily attained by the widest range of potential visitors.
- **Accessible** – removing social, cultural barriers, & thresholds.
- **Scope for growth & change** – allowing and encouraging further development and occupation around the Square.
- **Excellence** – facilitating excellence in musical performance and audience experience

## VISION, OBJECTIVES AND PRINCIPLES

Mission Statements (abridged adjacent) show how the stakeholders all seek to operate on local, national, and international stages, and strive to create conditions supporting cohesive, engaged, and connected communities., to celebrate, develop and nurture talent and to excel in the public engagement via music, and the arts.

These statements combine to provide the strategic vision for the Civic Music Hub

### *Te Koki – New Zealand School of Music*

To be New Zealand's **pre-eminent provider** of university-level music education, research, composition and performance.

### *Victoria University of Wellington*

To undertake excellent research, teaching and public engagement in the service of **local, national, regional and global communities.**

### *Te Tira Puoro o Aoteroa – New Zealand Symphony Orchestra*

Providing **world class musical experiences** that inspire all New Zealanders. Deepening and expanding musical **connections and engagement with our communities.**

### *Me Heke te Poneke - Wellington City Council*

Wellington is New Zealand's centre of government and the world's southernmost capital city. It is also the **country's cultural capital**, third most populous urban area in New Zealand and home to many museums, theatres and arts festivals. Wellington is a lively city with a **thriving cultural life, talented people, and cutting edge businesses.**

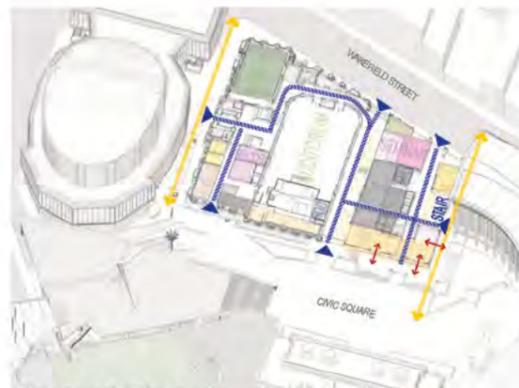


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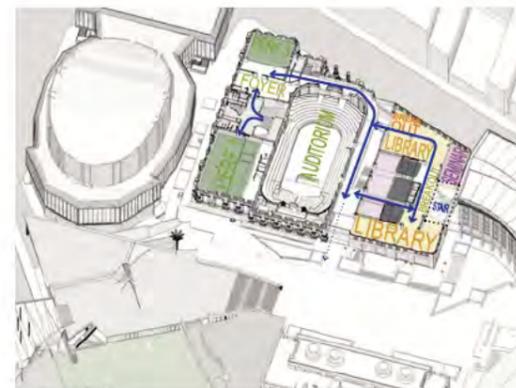
## Options Development

### B: MOB Summary

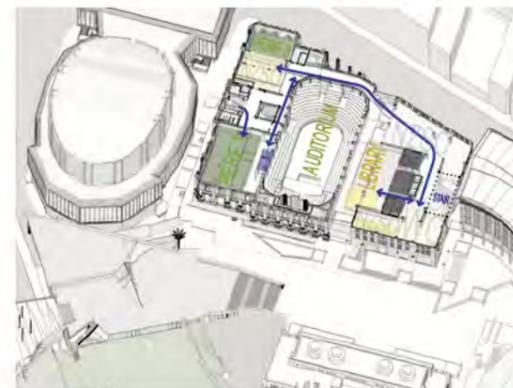
- Provides a new link through to the square.
- Provides a variety of spaces for the community and city to use.
- The existing building floor to floor heights results in less than ideal room heights for music spaces. This is partly overcome by building new larger spaces outside the existing building envelope.
- Brings together the NZSO and NZSM under “one roof”. The new stair core will encourage accidental encounters
- Displaces WCC services and democratic functions.
- Requires a generous acceptance of the general public at ground level and obvious shared or perceived public ownership.
- Requires a conscious / careful built expression in the public realm to signify a Music programme or centre.



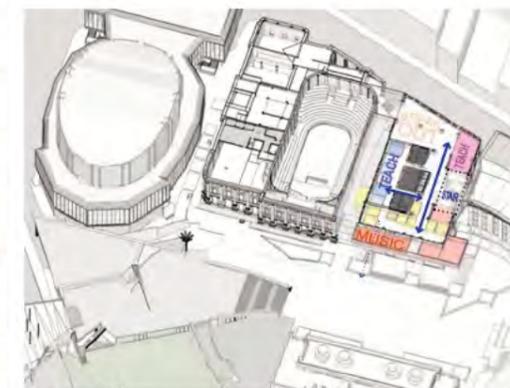
Ground Floor



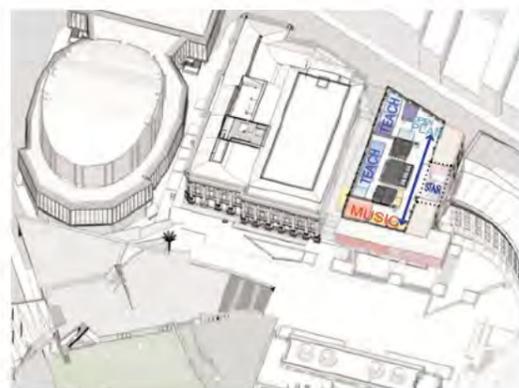
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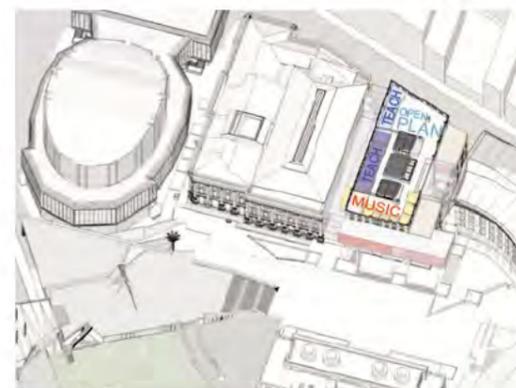
Level 2



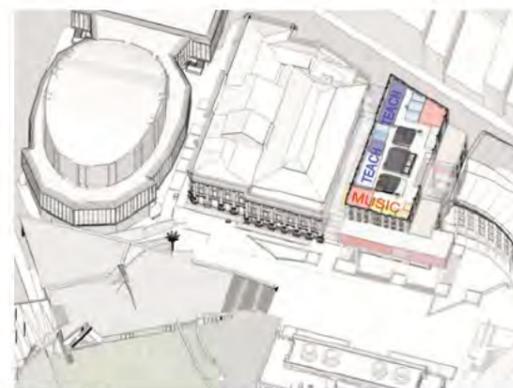
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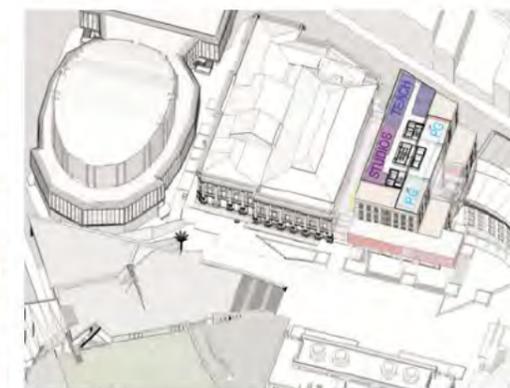
Level 4



Level 5



Level 6



Level 7



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**CIVIC MUSIC HUB**  
project no: 15-35

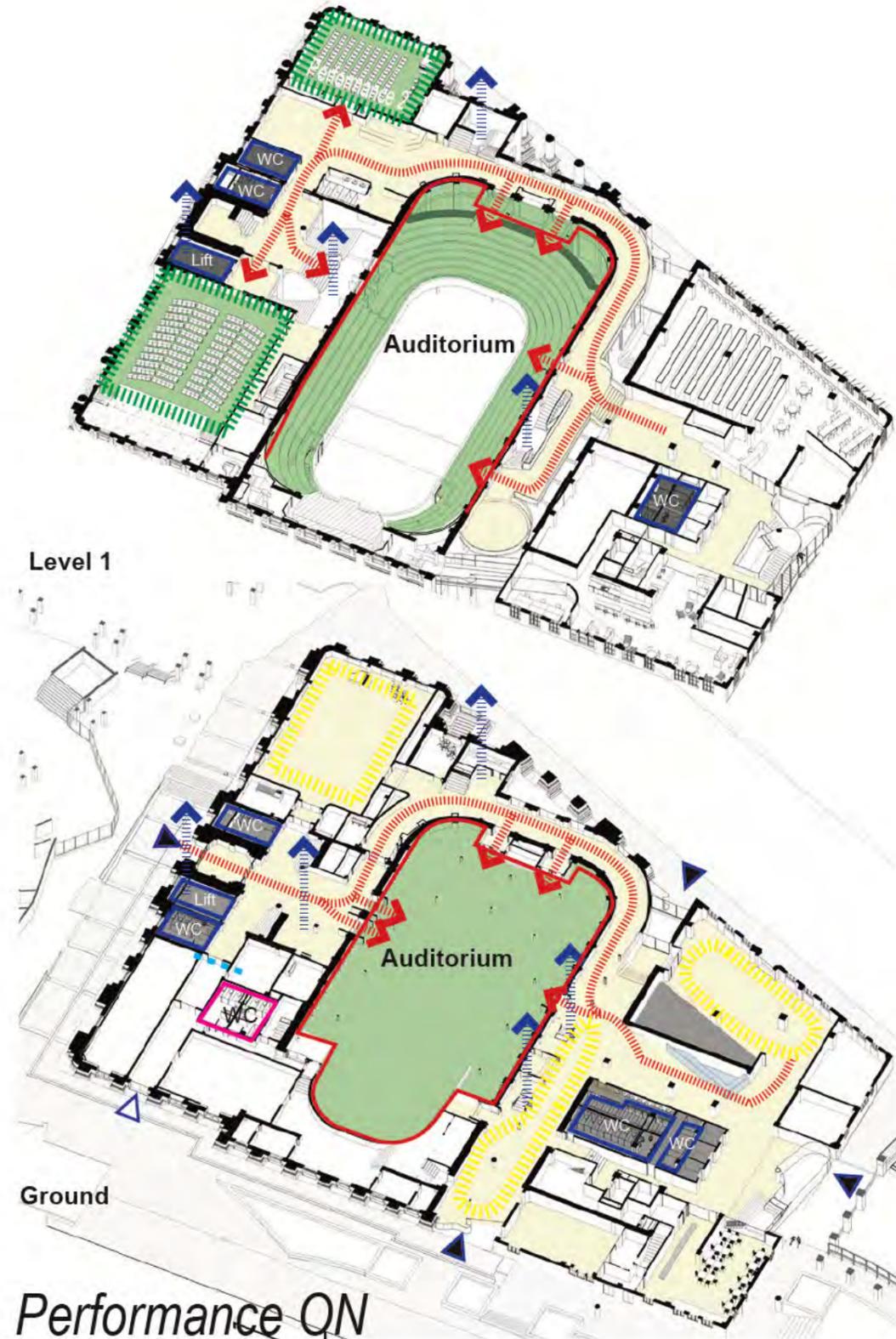
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**CMH Venue Study**  
 Auditorium

**Key**

- Corridor
- Performance / Venue
- Primary Circulation
- Vertical Circulation
- WC Public WC
- WC Staff WC
- Main Entry
- Staff Entry
- Security Line
- Bookable supporting space to main auditorium event
- Independent venues able to operate simultaneously



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**CIVIC MUSIC HUB**  
 project no: 15-35

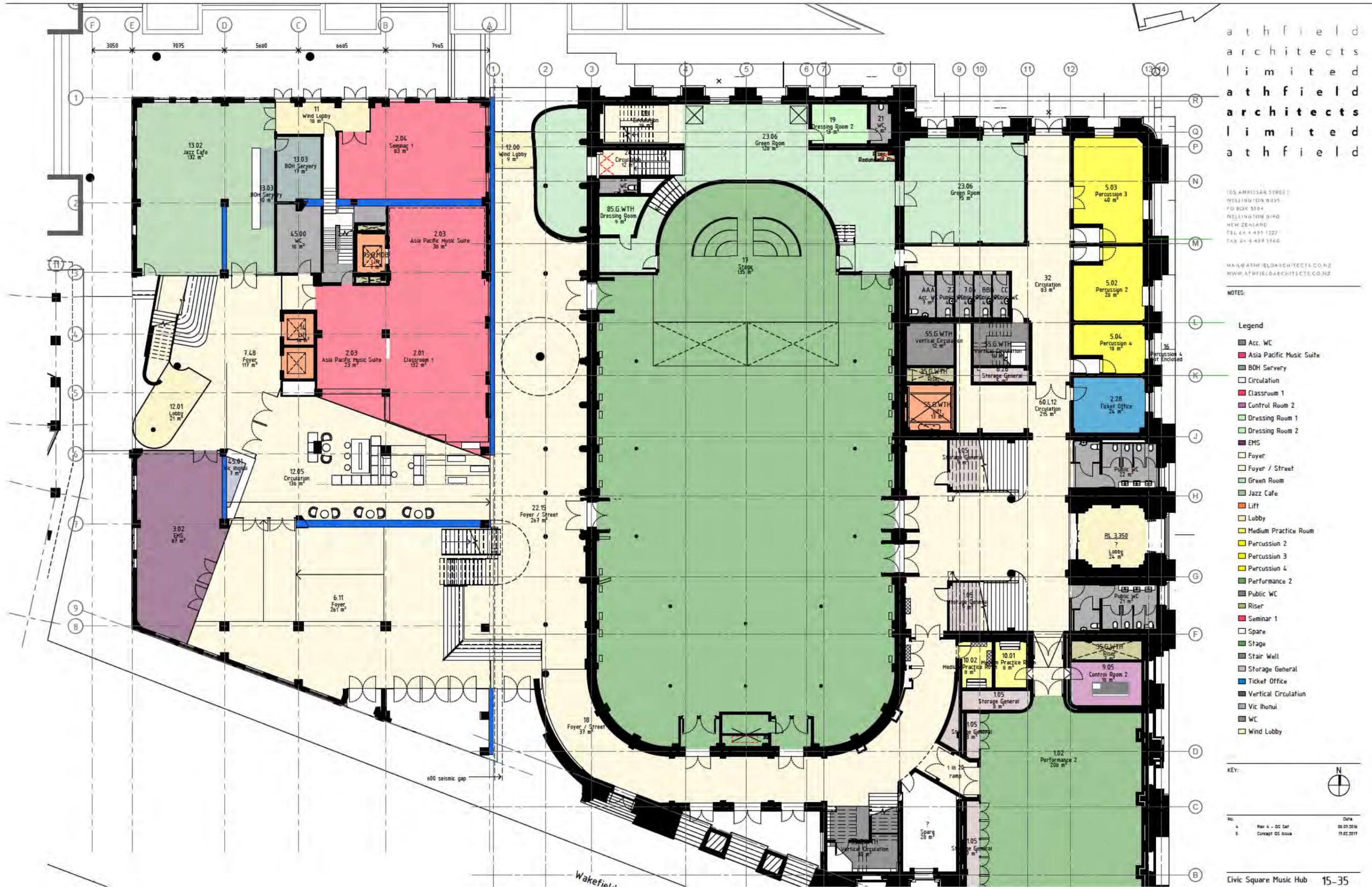
**Concept**  
 date: 29 July 2016  
 rev.

# WTH FOYER & WEST HALL SUMMARY

## 2017 - CMH - CONCEPT DESIGN - GRD FL

15.35  
Wellington Town Hall Project

Architectural Design Summary  
24 May 2023



## CONCEPT KEY SPACES STUDY GROUND

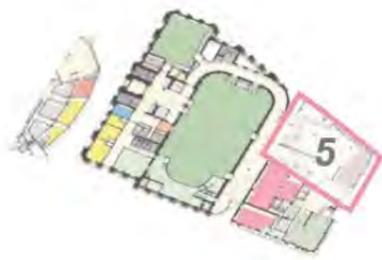
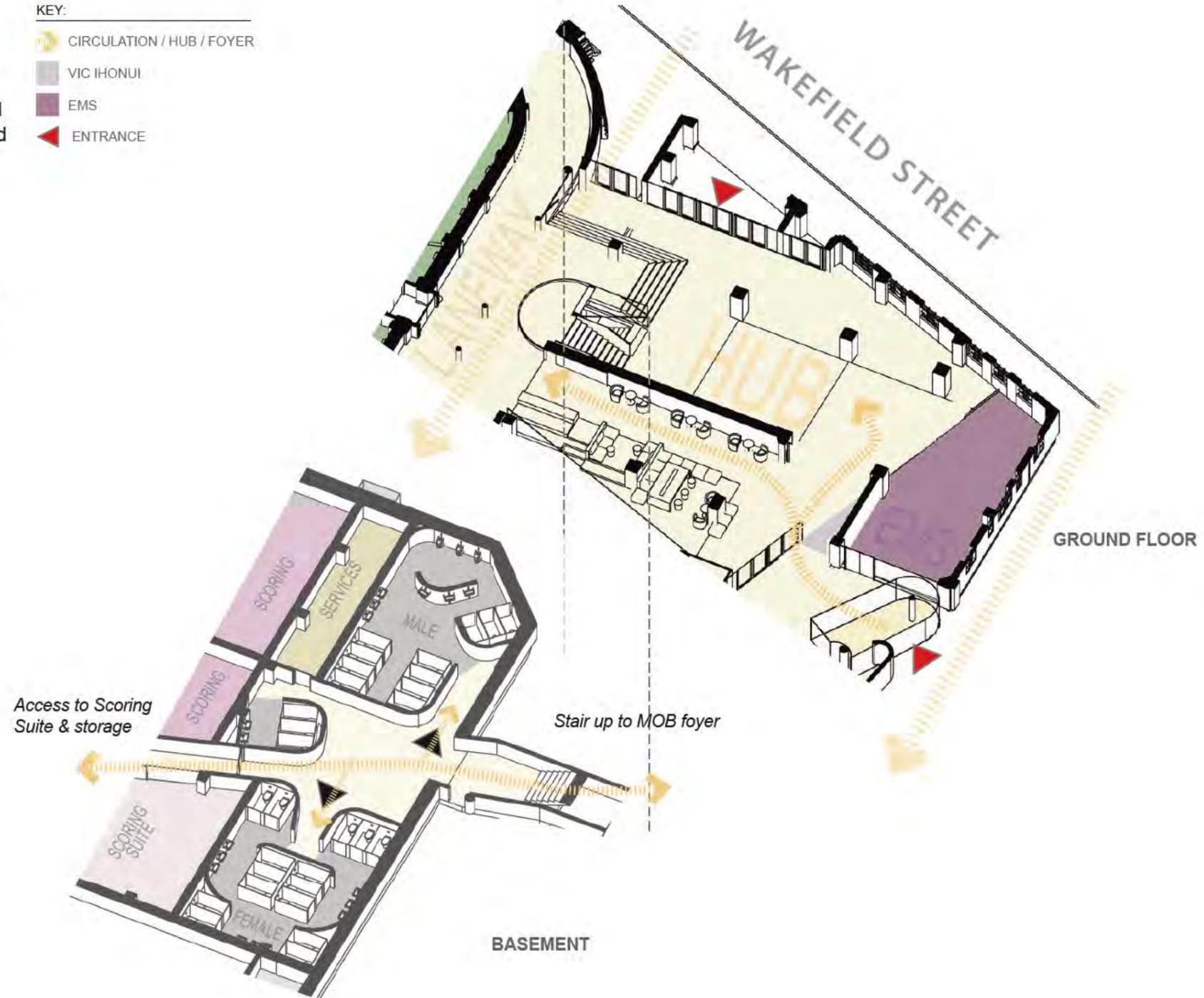
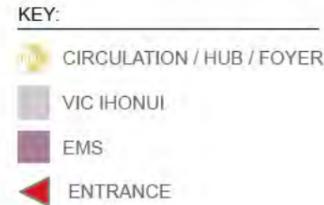
15.35  
Civic Music Hub  
Concept Design Report  
14.03.2017

Page 13

### 5. HUB SPACE & VENUE BREAKOUT

This space forms a cluster with the main auditorium and becomes the primary breakout and foyer space for events. It links the West Hall and the basement toilets to new larger Wakefield Street entrances.

During school use or day time this is more of a campus student hub – allowing mixing and mingling with public. It connects cafés in Wakefield Street and within the CMH with high quality sun-lit atria and music filled 'living room'. It also provides the primary linking space between entrances and the cross-Hub route.



*WELLINGTON TOWN HALL  
WEST HALL*

15.35  
Wellington Town Hall  
TAG Presentation  
2 October 2017

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INTERNAL VIEW - LOOKING NORTH  
(CIVIC MUSIC HUB OPTION WITH MOB)



INTERNAL VIEW - LOOKING SOUTH  
(CIVIC MUSIC HUB OPTION WITH MOB)

# WTH FOYER & WEST HALL SUMMARY 2017 - CMH - TEMP SOLUTION ANALYSIS

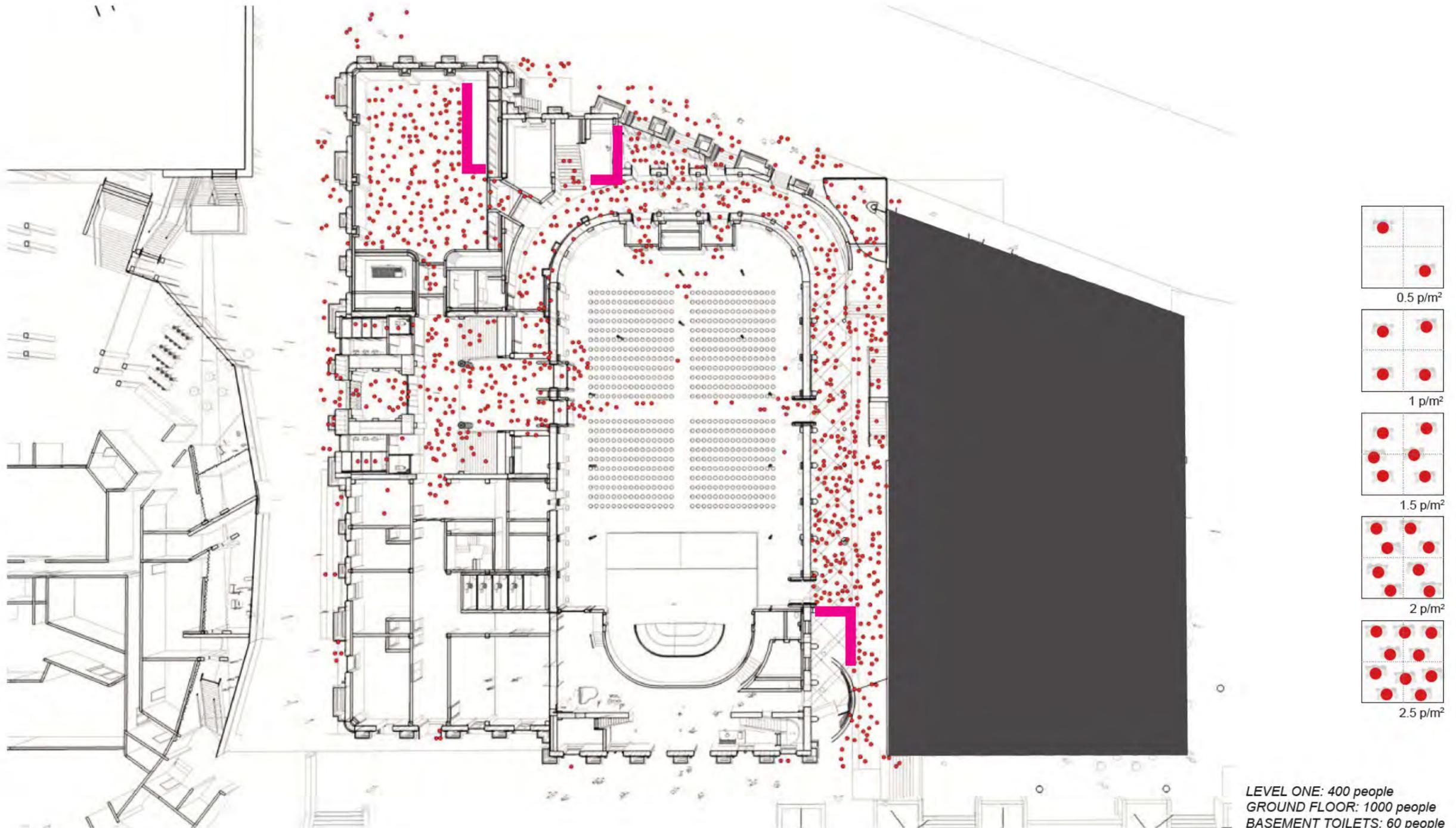
15.35  
Wellington Town Hall Project

Architectural Design Summary  
24 May 2023

## WELLINGTON TOWN HALL GROUND FLOOR AUDITORIUM BREAKOUT OCCUPATION WTH ONLY

15.35  
Wellington Town Hall  
TAG Presentation  
June 2017

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# WTH FOYER & WEST HALL SUMMARY 2017 - CMH - TEMP SOLUTION ANALYSIS

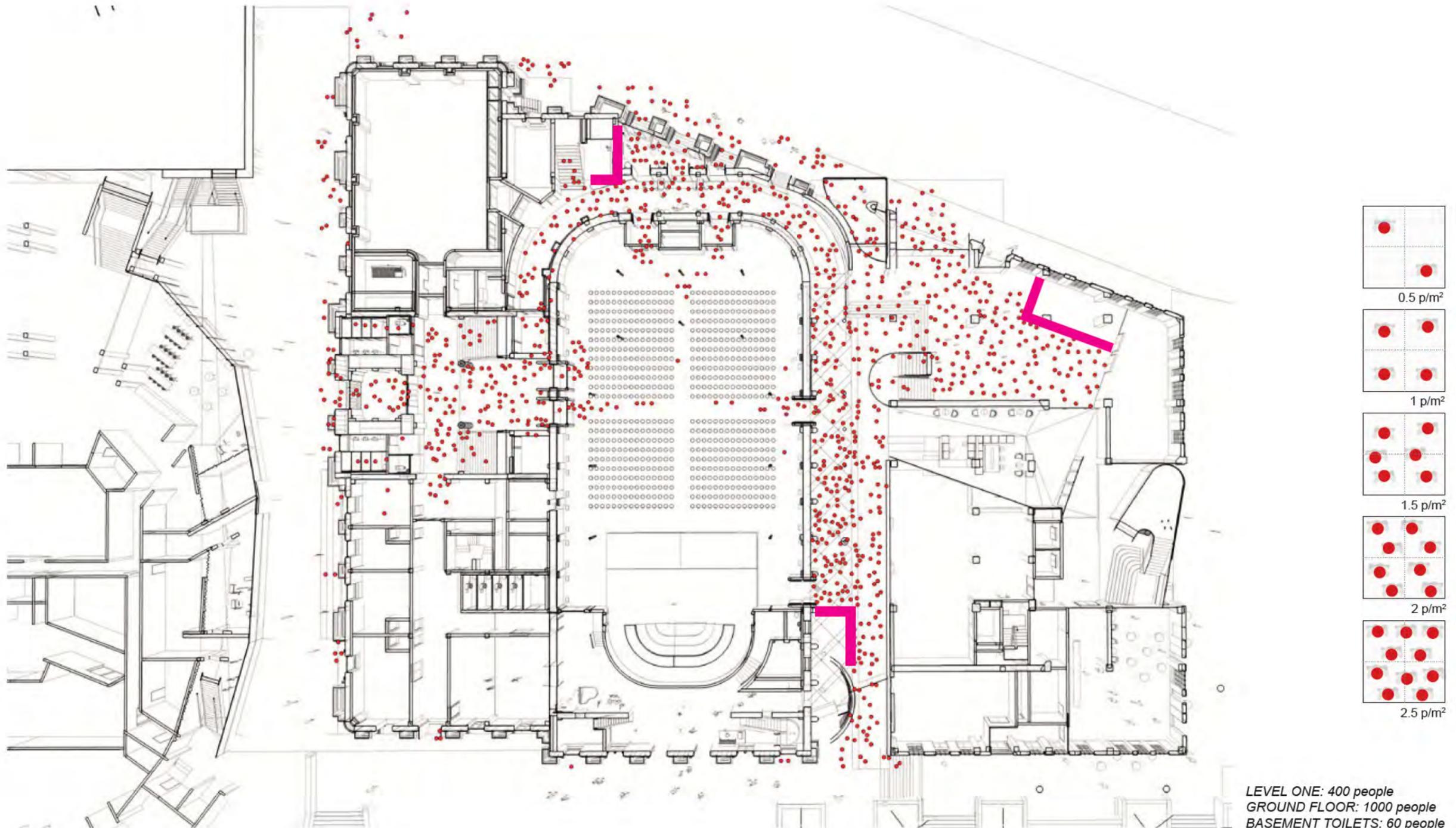
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Wellington Town Hall Project

Architectural Design Summary  
24 May 2023

## WELLINGTON TOWN HALL GROUND FLOOR AUDITORIUM BREAKOUT OCCUPATION WTH + MOB

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June 2017

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WELLINGTON TOWN HALL  
WEST HALL STAIR OPTIONS

15.35  
Wellington Town Hall  
TAG Presentation  
2 October 2017

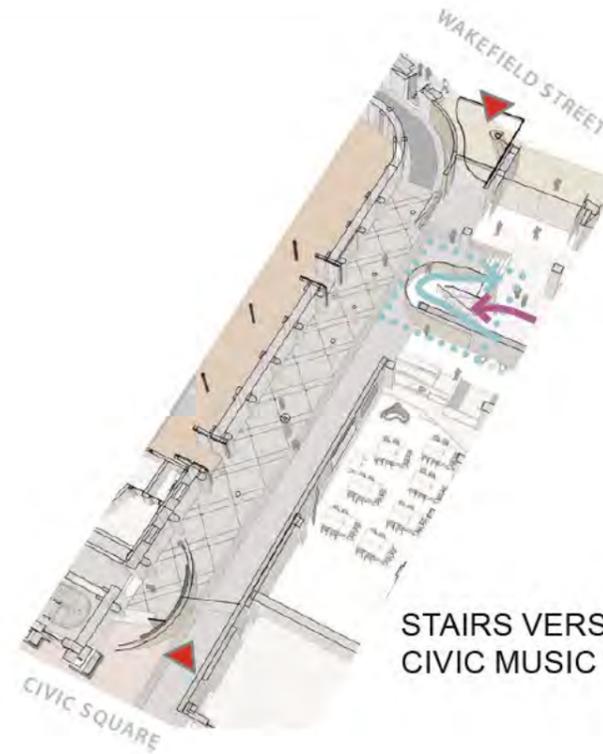
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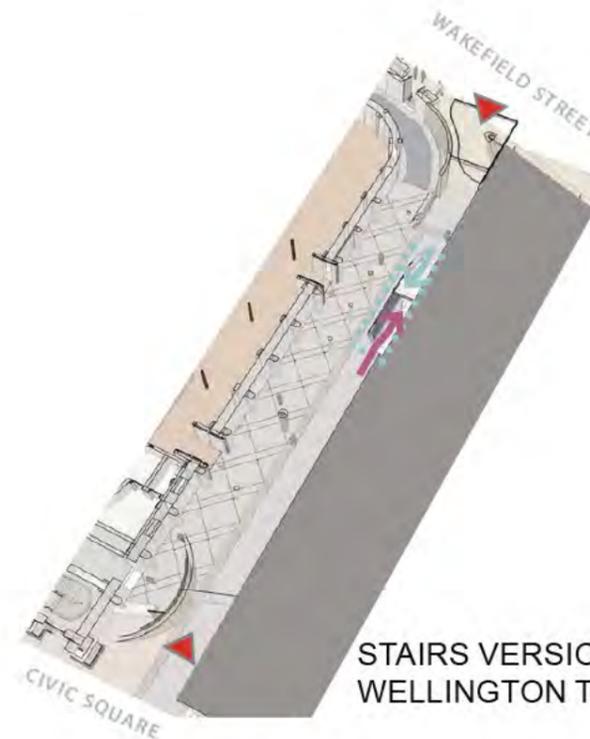
STAIRS VERSION 1: CIVIC MUSIC HUB (WITH MOB)



STAIRS VERSION 2: WELLINGTON TOWN HALL STAND ALONE



STAIRS VERSION 1:  
CIVIC MUSIC HUB (WITH MOB)



STAIRS VERSION 2:  
WELLINGTON TOWN HALL STAND ALONE

KEY:

STAIR

ENTRANCE

## **SCHEDULE 1**

### **NMC Collaboration Governance Group**

#### **Terms of reference**

#### **9. Purpose and responsibilities**

9.1 The purpose of the CGG is to govern the NMC Collaboration on an ongoing basis to ensure that the anticipated and emergent benefits of the NMC Collaboration are realised and exploited effectively.

9.2 The powers and responsibilities of the CGG are to:

- (a) Set the strategy for the evolution of the NMC Collaboration
- (b) Approve governance level reporting and monitoring requirements, including key performance indicators
- (c) Establish the NMC Operational Management Group (OMG)
- (d) Approve the NMC naming, branding and marketing
- (e) Approve and modify the protocols required to operate the NMC Collaboration effectively
- (f) Supervise management functions (through the OMG) and, where appropriate, delegate management decision-making authority and appoint appropriate service managers (with agreed and comprehensive terms of reference)
- (g) During the course of development project, receive periodic reports on project progress from the PCG
- (h) Convene working groups as required to investigate and address matters of interest to the CGG, and seek and take advice from external parties
- (i) Co-opt advisory members to the CGG (this may include independent members from the arts sector)
- (j) Advocate on behalf of the NMC Collaboration
- (k) If the CGG determines that it is required, establish and manage a fund to support the ongoing operation of the curated public programme (subject to the approvals process of each partner)
- (l) Resolve issues relating to the NMC Collaboration escalated to it by the PCG, OMG or other parties.

#### **10. Authority**

10.1 The CGG is not a separate legal entity, and has no authority or financial liability independent of the functions delegated to it by the Parties in these terms of reference.

#### **11. Membership**

11.1 The CGG will have a minimum of three members as follows:

- (a) a nominated representative of WCC
- (b) a nominated representative of VUW
- (c) a nominated representative of NZSO

11.2 The CGG may also co-opt advisory members.

11.3 An independent Chair may be appointed with the agreement of all three parties.

## 12. **Review**

12.1 The CGG will undertake an annual review of its responsibilities and activities and report to the Chief Executives of the three Parties on that review.

## SCHEDULE 2

### NMC Operational Management Group

#### Terms of reference

#### 1. Purpose and responsibilities

- 1.1 The purpose of the OMG is to manage NMC operations on an ongoing basis to ensure that the anticipated and emergent benefits of the NMC Collaboration are realised. It will develop and ensure effective operational practices, engages and monitors service providers, and establishes working groups as required.
- 1.2 The powers and responsibilities of the OMG are to:
  - (a) Define an annual NMC operating plan to deliver on the NMC strategy approved by CGG
  - (b) Be responsible for ensuring that NMC is operated in accordance with the agreed protocols, and recommend any changes to these to the CGG for approval
  - (c) Make recommendations to the CGG on suitable arrangements to provide the services required for the NMC to operate effectively including operating a booking system, providing technical services, providing front of house services and other venue services
  - (d) Liaise with the landlord (WCC) in relation to property issues for common services, cleaning services, security services and plans for building related renewals.
  - (e) Establish and oversee a process to manage and resolve any complaints arising from the operation of the NMC
  - (f) Monitor service provider arrangements including contract performance
  - (g) Clarify and monitor any NMC Collaboration health and safety responsibilities, including PCBU accountabilities
  - (h) Define NMC Collaboration satisfaction criteria (for approval by CGG) and periodically confirm that the NMC Collaboration and Operating Protocols are operating to the satisfaction of all partners.
  - (i) Ensure consistent and effective use of approved NMC Collaboration naming, branding and marketing
  - (j) Oversee the operation of the curated public programme in accordance with the parameters set by CGG
  - (k) Recommend venue hire parameters for approval by CGG
  - (l) Where appropriate, and with CGG approval, delegate management decision-making authority and appoint appropriate service managers (with agreed and comprehensive terms of reference)
  - (m) During the course of development project and as may be requested by the PCG in its discretion, support the PCG with relevant advice \
  - (n) Convene working groups as required to investigate and address matters of interest to the OMG

- (o) Seek and take advice from external parties as required
- (p) Co-opt additional advisory members to the CGG
- (q) Advocate on behalf of the NMC Collaboration and approve NMC press releases and media comment
- (r) Manage allocation of NMC funding (if relevant)
- (s) Resolve issues relating to the NMC escalated to it by the other parties, and where necessary, escalate these to CGG.

## 2. **Authority**

- 2.1 The OMG is not a separate legal entity, and has no authority independent of the functions delegated to it by the Chief Executives of the collaboration partners in these terms of reference.

## 3. **Membership**

- 3.1 The OMG will have a minimum of three members as follows:

- (a) a nominated representative of WCC
- (b) a nominated representative of VUW
- (c) a nominated representative of NZSO

- 3.2 The OMG may also co-opt advisory members.

- 3.3 The role of Chair will be held by the representative of each organisation by rotation.

## 4. **Review**

- 4.1 4.1 The OMG will undertake an annual review of its responsibilities and activities and report to CGG on that review.

## **SCHEDULE 3 –MEETING PROCEDURES**

### **1. Procedure:**

- 1.1 Except as provided in this Schedule, the CGG and OMG (“the Groups”) may regulate their own procedure.

### **2. Meetings:**

- 2.1 A meeting of the Groups may be held either:

- (a) by a number of the Group members who constitute a quorum, being assembled together at the place, date and time appointed for the meeting;
- (b) by means of audio, or audio and visual, communication by which all Members participating and constituting a quorum can simultaneously hear each other throughout the meeting;
- (c) The Groups will meet at least four times a year as determined by the respective Chairs or as otherwise requested by the Chief Executives of the NMC Collaboration Parties;
- (d) A quorum at meetings of the Groups will be a majority of the members of the relevant Group;
- (e) Meetings will be chaired by the Chair, or in his or her absence by another member of the Group as decided by the members of the Group present at the meeting;
- (f) The Groups may have in attendance any other people it considers necessary to provide appropriate information and explanations. The Chairs of the PCG, CGG and OMG (as relevant) are expected to attend;
- (g) The Groups will arrange for formal records of meetings to be created; and
- (h) The relevant Group may develop its own meeting protocols consistent with these Terms of Reference.

### **3. Notice of Meetings:**

- 3.1 The following provisions apply in relation to meetings of the Groups except where otherwise agreed by all Group members in relation to any particular meeting or as provided in clause 4 of this Schedule:

- (a) not less than five Working Days’ notice of a meeting of the Groups shall be given to each Group member (other than a Group member who has waived that right);
- (b) notice of a meeting may be given to a Group member by any written means;
- (c) it is not necessary to give notices of meetings to an alternate Group member;
- (d) a notice of Group meeting shall specify the date, time and place of the meeting and, in the case of a meeting by means of audio, or audio and visual, communication, the manner in which each member may participate in the proceedings of the meeting.

- 3.2 An irregularity in the giving of notice of a meeting is waived if each of the Group members either attends the meeting without protest as to the irregularity or agrees to the waiver.

4. **Group Member may convene meeting:**

- 4.1 Without limiting the provisions of clause 3 of this Schedule, a Group member has the right at any time to convene a meeting of the Groups, or to require the Director to convene a meeting of the Groups, at the place where Group meetings are customarily held, by giving not less than five Working Days' written notice to each of the other Group members stating the date, time and place of the meeting and the matters to be discussed.

5. **Quorum Requirements:**

- 5.1 If within 30 minutes after the time appointed for a meeting of the Group a quorum is not present, the meeting is adjourned for five Working Days to the same time and place unless otherwise agreed by all Group members. At least two Working Days' notice of the adjourned meeting must be given. If at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the meeting the meeting, the quorum will be those members attending in person or by proxy.

6. **Information and reporting**

- 6.1 The Groups will maintain direct lines of communication with the Chief Executives of the three NMC Collaboration Parties;
- 6.2 In addition to provision of scheduled information and reports, the Chairs of the PCG and OMG are responsible for drawing to the CGG's attention any material matter that appears likely to create a significant risk for the NMC Collaboration;
- 6.3 After each meeting of the Groups the representatives of the three NMC Collaboration Parties will report the Groups' findings, conclusions and recommendations to their respective Chief Executives;
- 6.4 The confirmed minutes of all Group meetings will be circulated to other people as directed by the Chief Executives of the three NMC Collaboration Parties.

7. **Voting:**

- 7.1 Each Group member shall have one vote with the exception of the Group Chair who shall have both a substantive vote and, in the event of a deadlock, a casting vote. A resolution of the Group is passed if voted on positively by a majority of those members entitled to vote and voting (whether in person or by proxy). A Group member whose appointing Party is in material breach of this Agreement or the Funding Agreement shall be disqualified from voting until such breach has been fully remedied and any liability made good.

8. **Resolution in writing:**

- 8.1 A resolution in writing signed or assented to by all of the members is as valid and effective as if passed at a meeting of the Group. Any such resolution may consist of several documents (including facsimile or other similar means of communication) in similar form, each signed to by one or more Group members. In the event of any deadlock, the Chair will have a casting vote.

9. **Minutes:**

- 9.1 The Group shall ensure that minutes are kept of all proceedings at meetings of the Group. Minutes which have been signed correct by the chairperson of the meeting are prima facie evidence of the proceedings.

10. **Interests:**

- 10.1 Consistent with the spirit of co-operation required by this Agreement, Group members shall act in the best interests of the NMC Collaboration but, recognising each Group member's delivery of

activities for the NMC Collaboration, this shall not require them to compromise academic integrity or otherwise act contrary to their interests so long as this Agreement are observed.

#### **SCHEDULE 4 – CONTACT DETAILS OF THE PARTIES**

##### **Wellington City Council**

X

Tel: x

Email: x

##### **Victoria University of Wellington**

X

Tel: X

Email: X

##### **New Zealand Symphony Orchestra**

X

Tel: X

Email: X

## **SCHEDULE 5 – THE SHARED SPACE**

*Insert agreed description/areas for the:*

*Debating Chamber;*

*Ilott Theatre;*

*Auditorium;*

*Other?*