



Electorate(s) Name: *Upper Harbour / East Coast Bays*  
 Standard Lease-Electorate Headquarters

## DEED OF FIXED TERM TENANCY

### PARTIES

- 1 **Fred Thomas Drive Investments Limited** (Company No. 3197268) ("the Landlord")
- 2 **Electoral Commission**, an Independent Crown Entity established under section 4B of the Electoral Act 1993 ("the Tenant").

### BACKGROUND

- A The Landlord owns an estate in freehold in the Landlord's Property described in clause 1.1.
- B The Tenant wishes to rent on a fixed term basis the Premises described in clause 1.1 for use in connection with the 2017 Parliamentary General Election and any referenda to be conducted under electoral legislation.

### THIS DEED WITNESSES

#### 1 Interpretation

##### 1.1 In this Deed:

"Car Parks" mean the six (6) car parks in the location as initially shown on the attached plans at Annexure A but subject always to relocation in accordance with clause 7.13.

"Common Areas" means those parts of the Landlord's Property designated by the Landlord for common use and enjoyment in relation to the Landlord's Property and (without limiting that generality) includes forecourts, entrances, lobbies, passages, stairways and lifts which are not subject to this Lease or any other lease in the Property.

"Deed" means this deed of lease.

"Execution Date" means the date on which the Landlord and the Tenant have both executed this Deed.

"GST" means Goods and Services Tax payable pursuant to the Goods and Services Tax Act 1985 or any amendment, modification, replacement or substitution therefore.

"Hoarding" means a board, hoarding, signboard, billboard, or other erection primarily intended or adapted for the display of posters that attempt to influence electors or advise electors as to the elector's vote, and includes any poster displayed on a hoarding.

"Landlord's Normal Hours of Business" means the hours of 8:30am – 5:30pm on Monday – Friday only and excluding any day which is a statutory or public holiday including in the

case of Waitangi Day or Anzac Day if it falls on a Saturday or a Sunday, then the following Monday, Auckland Anniversary and any day in the period commencing 25 December and ending 2 January in the following year.

"Landlord's Property" means the land and building situated at, 4 Fred Thomas Drive, Takapuna.

"Premises" means that part of the Landlord's Property being part level 2 comprising 1222.48 square meters as shown outlined for identification in the attached plans at Annexure A and reference to the Premises shall also include the Landlord's fixtures and fittings comprising the following: carpet, ceiling tiles; lighting; installed kitchen and kitchenette (but excluding the dishwasher installed at the Premises as at the Commencement Date); installed shower and reception desk all as shown on the photographic Premises condition report attached at Annexure B.

"rent" means the rent payable by the Tenant in accordance with this Deed.

Where obligations bind more than one person those obligations shall bind those persons jointly and severally.

## **2 Agreement to rent**

- 2.1 The Landlord leases to the Tenant and the Tenant takes on lease the Premises and the Car Parks together with the right to use the Common Areas for the term from the Commencement Date at the rent and on the other terms as stated in this Deed.

## **3 Term of tenancy**

- 3.1 The tenancy shall be for a fixed term of ten months commencing on 1 March 2017 ("the Commencement Date") and expiring on 31 December 2017 ("the Expiration Date").
- 3.2 If the Premises shall be destroyed or damaged so as to render the Premises untenable or unfit for reasonable use then the term shall at once terminate from the date of destruction or damage and such termination shall be without prejudice to the rights of either party against the other.
- 3.3 If as a result of any event whether natural or otherwise including explosion, earthquake, eruption, tsunami, flood, storm, tornado, cyclone, serious fire, leakage or spillage of any dangerous gas or substance, failure or disruption to an emergency service not caused by the Tenant ("the emergency") the Tenant is unable to gain access to the Premises to fully conduct its 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 associated with the emergency then a fair proportion of the rent shall cease to be payable for the period commencing on the date from when the Tenant became unable to gain access to the Premises until the inability to access ceases.



- 3.4 Where subclause 3.3 applies and the Tenant is unable to gain access to the Premises for a period of more than one (1) month then either party may terminate this Deed on five (5) working days prior written notice served on the other and on expiry of such notice this Deed shall immediately cease and determine but without prejudice to the rights of either party against the other for any prior breach.
- 3.5 Should the Tenant with the consent of the Landlord (but without any obligation on the Landlord to so consent) continue to occupy the Premises beyond the Expiration Date such occupation shall be as a monthly tenancy at the rent specified in clause 4.1 and otherwise on the terms of this Deed but applicable to a monthly tenancy and such monthly tenancy shall be terminable by one (1) month's notice in writing given at any time served by either party on the other.

#### **4 Rental**

- 4.1 The Tenant shall pay rent for the Premises calculated at the rate of **\$37,500.00** per month plus GST and rent for the Car Parks at the rate of **\$1,235.00** per month plus GST. The rent shall be paid to the Landlord on the 1st day of each month without deduction, counterclaim or set off by automatic bank authority or as the Landlord may in writing otherwise direct.
- 4.2 Rent shall be paid in accordance with Schedule One of this Deed.
- 4.3 The first two (2) month's rent for the period from the Commencement Date until the 1<sup>st</sup> day of May 2017 shall be paid by the Tenant on the Execution Date.
- 4.4 The Tenant shall pay to the Landlord or as the Landlord shall direct the GST payable by the Landlord in respect of the rent payable by the Tenant pursuant to this Deed. The GST in respect of the rent shall be payable on each occasion when any rent payment falls due for payment and in respect of any other payments shall be payable upon demand.
- 4.5 The Landlord shall provide a copy of a tax invoice containing a valid GST number to the Tenant on or before the Commencement Date.

#### **5 Tenant to pay certain outgoings only**

- 5.1 The Tenant shall not be required to meet any operating expenses in respect of the Premises including local authority rates other than payment by the Tenant of direct consumables such as electricity, gas and telephone charges and any other costs incurred by the Tenant in respect of the Premises.

#### **6 Permitted use**

- 6.1 The Tenant will use the Premises only for commercial office use and specifically as electoral offices and without limitation shall not use the Premises as a polling booth. Notwithstanding the previous provisions of this clause 6.1 and subject always to the Tenant complying with clause 6.2, the Tenant shall be entitled to allow members of the public to attend at the Premises for the purpose only of casting early votes for a maximum period of three (3) weeks prior to the date on which the general election is to occur ("three week



period") and then only upon having given to the Landlord not less than 48 hours prior written notice of the date upon which the Tenant intends to commence using the Premises to allow the public to cast early votes.

- 6.2 Without limitation to any other provision of this Deed the Tenant shall not use the Premises or allow them to be used for any noisy, noxious, illegal or offensive trade or business or allow any act to be done which may be or grow to be a nuisance, disturbance or annoyance to the Landlord, other tenants of the Landlord's Property or the property at 2 and 3 Fred Thomas Drive or to any other person. Without limitation the Tenant shall procure that in allowing members of the public to attend at the Premises during the three week period to cast early votes as permitted under clause 6.1, there shall be no breach of the provisions of this clause 6.2.

## 7 General covenants

- 7.1 The Tenant shall not display any sign, name-plate, signboard or advertisement of any description on or to the exterior of the building and/or so as to be visible from the exterior of the Premises save only for signage displaying the name of the Tenant on the electronic directory board in the foyer of the Landlord's Property and on the pylon sign at the Landlord's Property subject to the Tenant first obtaining the prior written consent of the Landlord to such signage, such consent not to be unreasonably withheld or delayed and subject in all cases to the Tenant paying all costs incurred by the Landlord in providing, making any changes to and removing such signage at the expiry or earlier termination of the term. In addition the Tenant shall be entitled to display temporary directional signage in the external common area of the Landlord's Property and on the external common area of 2 and 3 Fred Thomas Drive for the purpose of directing members of the public to the Premises subject always to the following conditions:

- (a) such signage may only be displayed during the three week period;
- (b) all such directional signage must first have been approved by the Landlord in writing (such approval not to be unreasonably withheld or delayed) and shall not include blade signs which shall be prohibited;
- (c) such signage may only be displayed in a location to be approved in advance by the Landlord (acting reasonably) and without limitation it shall be reasonable for the Landlord to withhold approval to the location of any signage which in the reasonable opinion of the Landlord may adversely affect the use and enjoyment by other tenants and occupiers of the Landlord's Property or any tenant or occupier of 2 and 3 Fred Thomas Drive and/or may adversely affect access to and from any premises and car parks at the Landlord's Property and/or 2 and 3 Fred Thomas Drive and/or may adversely affect visibility of the Landlord's signage and signage of any tenant or occupier at the Landlord's Property and/or 2 and 3 Fred Thomas Drive;
- (d) the total number of such signs required by the Tenant must be reasonable and (without limitation) the cumulative effect of such signage must not in the reasonable opinion of the Landlord be excessive;



- (e) the Tenant shall pay all costs incurred by the Landlord in approving such signage and the Tenant shall be responsible for all costs of installing and removing such signage,

provided that in the event of any breach by the Tenant of its obligations under this clause 7.1 (and without prejudice to the Landlord's other rights and remedies) the Landlord may without notice remove any signs installed by the Tenant which breach this clause 7.1 and store or dispose of them without any liability to pay compensation to the Tenant and all costs incurred by the Landlord in doing so shall be payable by the Tenant on demand.

- 7.2 The Tenant agrees to keep and maintain the interior of the Premises (including without limitation the Landlord's fixtures and fittings as referred to in the definition of the Premises at clause 1.1) in the same clean order, repair and condition as they were in at the Commencement Date of this Deed as evidenced by the Premises condition report attached to this Deed at Annexure B excepting fair wear and tear and the Tenant will at the end or earlier determination of the term leave the Premises in the same like clean order repair and condition, free of rubbish and with all chattels of the Tenant having been removed. It is agreed and acknowledged that the dishwasher located in the Premises as at the Commencement Date shall not be a Landlord fixture and fitting and instead shall belong to the Tenant and without prejudice to any other provision, in relation to the dishwasher only, the Tenant may at its sole discretion elect to leave the dishwasher in the Premises at the end or earlier determination of the term. The Tenant shall make good any damage to the Premises and/or the Landlord's 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.
- 7.3 If the Landlord gives the Tenant written notice of any failure on the part of the Tenant to comply with its obligations under clause 7.2 the Tenant shall with all reasonable speed so comply and where the Tenant fails to do so the Landlord may without prejudice to its other rights and remedies expressed or implied, enter the Premises and execute the works, all costs incurred by the Landlord in doing so being payable by the Tenant to the Landlord on demand.
- 7.4 The Tenant shall not make any alterations or additions to any part of the Premises or alter the external appearance of the building save only for minor internal alterations to the Premises with the prior written consent of the Landlord to be obtained on every occasion in relation to the same, such approval not to be unreasonably or arbitrarily withheld or delayed and provided that if required by the Landlord the Tenant shall by no later than the end or earlier termination of the term remove all such alterations and reinstate the Premises. The Tenant shall make good all resulting damage caused by removal of any Tenant alterations and/or chattels as required in accordance with this Deed.
- 7.5 The Landlord will keep and maintain the roof, exterior and Common Areas of the Landlord's Property, if any, in a good and substantial state of repair and in clean and tidy condition and will keep and maintain other common facilities and services including any lifts, lighting and air-conditioning plant in a good and substantial state of repair. Notwithstanding the above the Landlord shall not be liable for any: repair or maintenance which the Tenant is responsible to undertake; 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 building services have not been supplied by the Landlord; repair or maintenance which is not reasonably necessary for the Tenant's use and enjoyment of the Premises and



the Car Parks; and/or loss suffered by the Tenant due to any want of repair or defect unless the Landlord shall have received notice in writing of the same from the Tenant and has not within a reasonable time after that taken appropriate steps to remedy the same.

- 7.6 Air-conditioning shall only be provided by the Landlord during the Landlord's Normal Hours of Business unless the Tenant serves not less than 48 hours prior written notice on the Landlord on each occasion that the Tenant requires air-conditioning to be provided outside of the Landlord's Normal Hours of Business such notice to include details of the out of hours period during which the Tenant requires air-conditioning to be provided and following service of such notice the Landlord shall provide air-conditioning to the Premises during the additional hours specified in the Tenant's notice. For clarity the Tenant acknowledges that it shall be required to serve notice on each occasion that it requires air-conditioning to be provided outside of the Landlord's Normal Hours of Business. There shall be no additional charge to the Tenant for the provision of air-conditioning outside of the Landlord's Normal Hours of Business in accordance with this clause 7.6.
- 7.7 The Landlord agrees that the Landlord will not affix to or otherwise display on the Landlord's Property any Hoardings that attempt to influence electors or advise electors as to the elector's vote during the term of the tenancy. The Landlord will not grant approval for other tenants of the Landlord's Property to affix or otherwise display such Hoardings insofar as the Landlord is lawfully able to do so without breaching the terms of any other such tenancy.
- 7.8 The Landlord and the Landlord's employees, contractors and invitees shall be permitted at all reasonable times upon the giving of 48 hours prior written notice to the Tenant (except in the case of an emergency when no notice shall be required) to enter into and upon the Premises to view their condition and to remain on the Premises to carry out repairs to the Premises or adjacent premises or the building and to install, inspect, repair, renew or replace any part of the Premises or its services where required and/or to carry out work as may be required to comply with the requirements of any statutes, regulations, by-law or requirement of any competent authority, all repairs, inspections and works to be carried out with the least possible inconvenience to the Tenant. Notwithstanding the previous provisions of this clause 7.8 the Tenant may agree to allow access to the Landlord with less notice at its own discretion.
- 7.9 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 any such inspection is at a time which is reasonably convenient to the Tenant and after not less than 48 hours prior written notice to the Tenant, the inspection is to be conducted in a manner which does not cause disruption to the Tenant and if the Landlord or the Landlord's representatives are not present the persons inspecting must have written authority from the Landlord to do so. Notwithstanding the above, the Tenant may agree to allow such inspection with less notice at the Tenant's discretion.
- 7.10 The Tenant shall comply with all statutes, regulations and by-laws relating to the use of the Premises by the Tenant or any other occupant and will comply with the provisions of all licenses, requisitions and notices issued by any competent authority in respect of the Premises or their use but the Tenant will not be required to make any structural repairs, alterations or additions or replace or install any plant or equipment except where required due to the particular nature of the business carried on by the Tenant or other occupant of



the Premises or due to the number or sex of persons employed on the Premises. The Tenant will promptly provide the Landlord with a copy of all requisitions and notices received from any competent authority as contemplated by this clause. Without limiting the previous provisions of this clause 7.10 the Tenant acknowledges that it is aware of its obligations and duties under the Health and Safety at Work Act 2015 ("Act"), and must comply with any health and safety plan imposed by the Landlord from time to time provided such plan has first been communicated to the Tenant in writing. The Tenant also acknowledges that it is aware of its obligations under the Fire Safety and Evacuation of Building Regulations 1992 and shall comply with its obligations under those regulations including (if necessary) maintaining an approved evacuation scheme.

- 7.11 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.
- 7.12 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.
- 7.13 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. 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. The provisions of this Deed shall apply to the Car Parks as appropriate. The Landlord has the right to relocate the Car Parks or any one or more of them leased to the Tenant from time to time to other Car Parks within the development at 2, 3 and 4 Fred Thomas Drive including within the multi-level Car Park located at the same and upon receiving notice from the Landlord to do so the Tenant must cease to park in the previously allocated Car Park or Car Parks and commence parking in the relocated Car Park or Car Parks and there will be no rent abatement or other compensation as a result of any such relocation.
- 7.14 The tenancy shall relate only to the Premises and the Car Parks and the Landlord shall at all times be entitled to use, occupy and deal with the remainder of the Landlord's Property and 2 and 3 Fred Thomas Drive also owned by the Landlord without reference to the Tenant and the Tenant shall have no rights in relation to it other than the rights of use under this Deed.
- 7.15 The Landlord shall not be responsible to the Tenant for any act or default or neglect of any other tenant of the Landlord's Property or of 2 and 3 Fred Thomas Drive.
- 7.16 The Tenant shall not make void or voidable any policy of insurance on the Landlord's Property or on 2 and 3 Fred Thomas Drive or do anything which may render any increased or extra premium payable for any such policy of insurance. If in breach of this clause the Tenant has rendered any insurance void or voidable and the Landlord has suffered loss or damage the Tenant shall at once compensate the Landlord in full for such loss or damage.



## **8 Quiet Enjoyment**

- 8.1 The Tenant paying the rent and performing and observing all the covenants and agreements herein expressed shall quietly hold and enjoy the Premises throughout the term of this tenancy without any interruption by the Landlord or any person claiming under the Landlord.

## **9 Assignment or subletting**

- 9.1 The Tenant shall not assign, sublet or otherwise part with the possession of the Premises or any part thereof save only for an assignment of the whole of the Premises to a party which is the statutory successor of the Tenant having responsibility for administering the electoral system in connection with the 2017 Parliamentary General Election and any referenda to be conducted under electoral legislation and then only with the prior written consent of the Landlord to such assignment which consent shall not be unreasonably withheld or delayed in relation to the proposed assignment contemplated by this clause 9.1 provided that all rent and other monies payable have been paid, there is not any subsisting breach of any other of the Tenant's covenants, a deed of assignment in customary form approved or prepared by the Landlord is duly executed and delivered to the Landlord by the assignee and the Tenant pays the Landlord's reasonable costs and disbursements in respect of approval and preparation of any deed of covenant.

## **10 Arbitration and costs**

- 10.1 Any differences or disputes arising between the parties touching this Deed or anything connected with them shall be referred to the arbitration in New Zealand of a single arbitrator. If the parties cannot agree upon an arbitrator, either Party may request the President of the New Zealand Law Society to appoint a suitably qualified independent arbitrator. The arbitration will be conducted under the Arbitration Act 1996.
- 10.2 Each party shall pay its own costs of and incidental to the preparation of this Deed. 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 Deed and the Landlord's legal costs (as between lawyer and client) of and incidental to the enforcement of the Landlord's rights, remedies and powers under this Deed.

## **11 Cancellation**

- 11.1 The Landlord may (in addition to the Landlord's rights 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:
- (a) If the rent shall be in arrears ten (10) working days after any rent payment date and the Tenant has failed to remedy that breach within ten (10) working days after service on the Tenant of a notice in accordance with section 245 of the Property Law Act 2007.
  - (b) 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.

- (c) 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.
- (d) In the event of the insolvency, bankruptcy, statutory management, voluntary administration, receivership or liquidation of the Tenant.

The term shall terminate on the cancellation but without prejudice to the rights of either party against the other.

## **12 No Implied Terms**

- 12.1 The covenants, conditions and powers implied in leases pursuant to the Property Law Act 2007 and sections 224 and 226(1)(b) of that Act shall not apply to and are excluded from this Deed where allowed.

## **13 Entire Agreement**

- 13.1 This Deed, along with the documents specified under clause 13.2, constitutes the entire agreement between the parties and shall supersede all prior oral or written agreements, understandings or arrangements.

### **13.2 Documents attached:**

- Schedule One : Payment terms
- Floor Plans (x 1)
- Annexure A: Plans
- Annexure B: Premises Condition Report

## EXECUTION


This Deed was executed the 21<sup>st</sup> day of December 2016.

SIGNED by Fred Thomas Drive  
Investments Limited  
as Landlord by two directors

  
Director

  
Director

SIGNED for and on behalf  
of the Electoral Commission  
(as the Tenant) by Mark Lawson  
as Manager Voting Services,  
in the presence of:

  
14/12/16

  
Witness Signature

J. Hellendoorn  
Witness Name

Project Leader  
Witness Occupation

Electoral Commission  
Witness Address

### Schedule One : Payment Terms

To satisfy the Rental terms of this agreement payment shall be made as follows:

First Payment

Amount      \$ 77,470.00 plus GST      on the Execution Date

Payee Bank Details:

Account Name: Barfoot & Thompson Trust Account

Account Number:

0	2
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0	2	7	2
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0	5	4	1	5	8	0
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0	0
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### Second Payment

Amount      \$ 38,735.00 plus GST      Date   1 May 2017

Payee Bank Details:

Account Name: Fred Thomas Drive Investments Ltd

Account Number:

0	2
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0	2	7	8
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0	2	7	8	2	5	0
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0	0
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Or such other account as the Landlord may nominate from time to time by written notice.

Subsequent Payments (plus GST in every case)

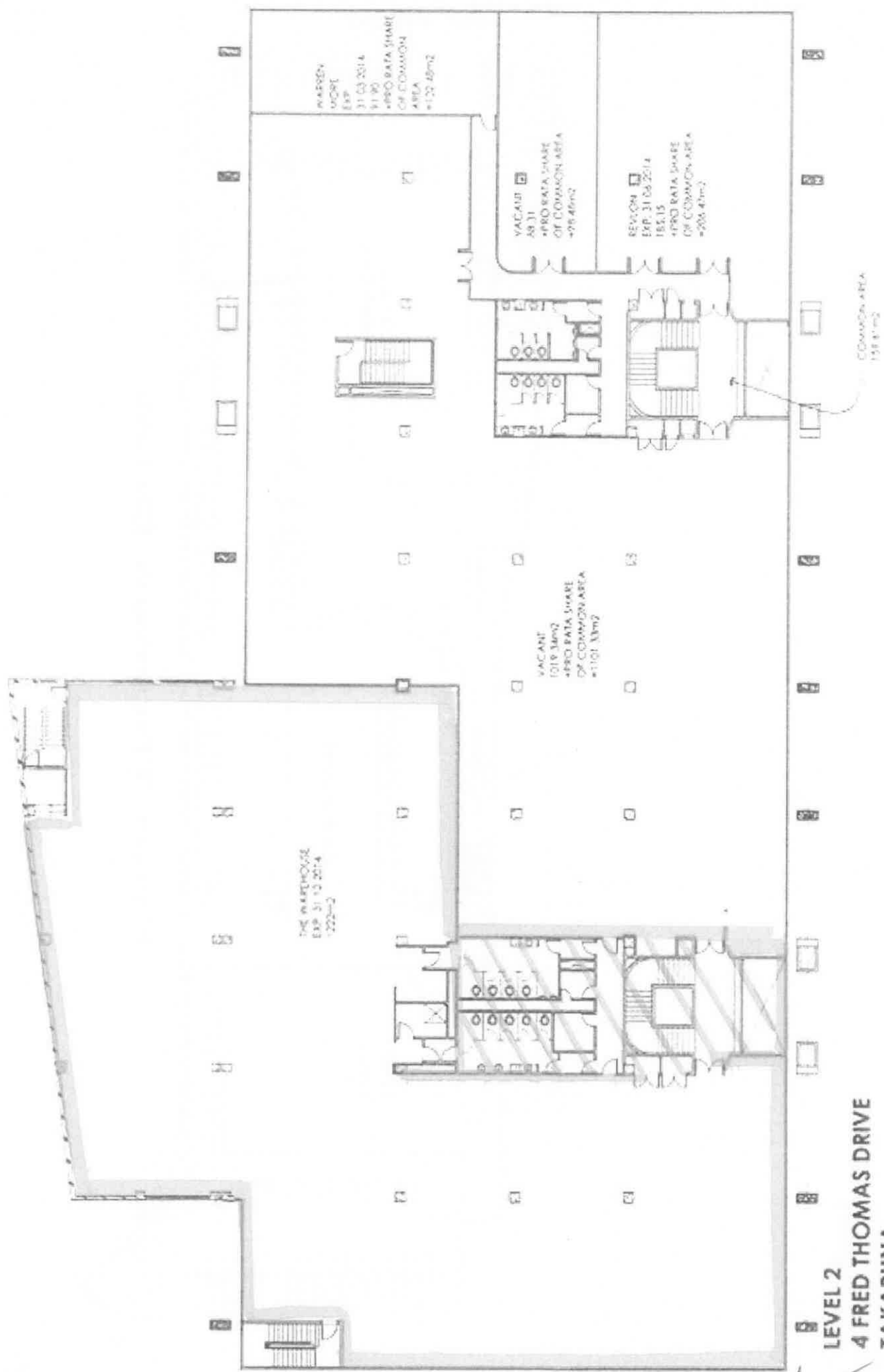
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Amount	\$ 38,735.00	Date	1 July 2017
Amount	\$ 38,735.00	Date	1 August 2017
Amount	\$ 38,735.00	Date	1 September 2017
Amount	\$ 38,735.00	Date	1 October 2017
Amount	\$ 38,735.00	Date	1 November 2017
Amount	\$ 38,735.00	Date	1 December 2017

*[Handwritten signature]*

**Annexure A**

**Plans showing the Premises and the Car Parks**

A handwritten signature in dark ink, appearing to be 'H. N.' or similar, located in the bottom right corner of the page.



**LEVEL 2**  
**4 FRED THOMAS DRIVE**  
**TAKAPUNA**

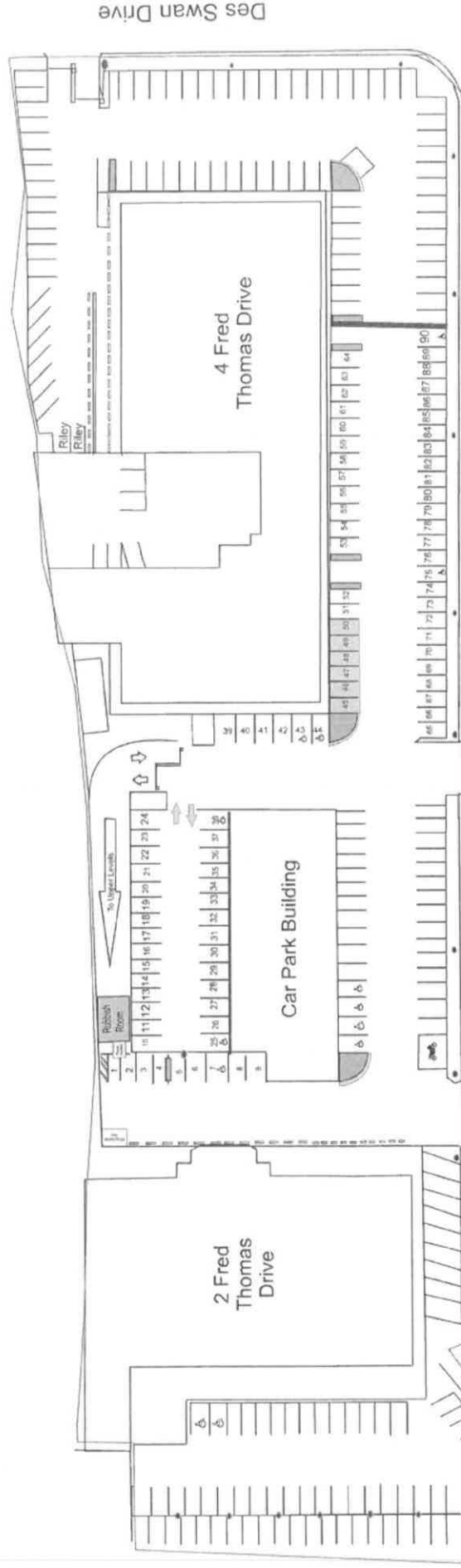
SCALE 1:100 @ A1

100 RUS SITE, SHIMMER  
 Auckland 8144  
 911 111 1000  
 info@shimmer.co.nz

**sardhand**

# 2-4 Fred Thomas Drive

Updated: 24.03.2016



Fred Thomas Drive

**Annexure B**  
**Premises Condition Report**

Premises in good used order and condition as at the Commencement Date as evidenced in the photographic premises condition report attached.

Prepared By: Rose Smits  
Date: 19/12/2016  
Photos Supplied: Yes

Signature:

Tenancy Condition Report - Level 2, North Tenancy 4 (1222-48sm)

Entrance/Reception				
	As New	Excellent	Average	Fair/Poor
Floor			X	
Walls		X		
Ceilings			X	
Lighting			X	
Windows				
Other		X		
Comments				
Brown carpet tiles, good condition but worn. Wooden planks - marks/scratches as per photos.				
Painted white, minimal marks				
Ceiling tiles and solid ceiling, per photos.				
Downlights - will all be working before commencement.				
n/a				
Reception desk and cupboards - all clean and tidy as per photos.				

Office 1				
Left Behind Reception				
	As New	Excellent	Average	Fair/Poor
Floor			X	
Walls		X		
Ceilings		X		
Lighting		X		
Windows		X		
Other			X	
Comments				
Brown carpet tiles - good condition but worn.				
Painted white, no marks.				
Ceiling tiles.				
LED lights - will all be working before commencement.				
Good condition, no cracks.				
Cream blinds - a bit sun damaged but all operational.				

Open Area				
Behind Reception				
	As New	Excellent	Average	Fair/Poor
Floor			X	
Walls		X		
Ceilings		X		
Lighting		X		
Windows		X		
Other			X	
Comments				
Brown carpet tiles - minor marks and wear as per photos.				
Painted white, minimal marks.				
White ceiling tiles, good condition.				
LED lights - all working.				
Good condition, no cracks.				
Cream blinds - sun damaged but all operational.				

Server Room

	As New	Excellent	Average	Fair/Poor	Comments
Floor			X		Grey vinyl D several marks as per photos.
Walls			X		Painted white - marks as per photos.
Ceilings		X			White ceiling tiles
Lighting		X			2x LED lights - both working
Air Con unit		X			Mitsubishi Electric G-Inverter with remote.
Other		X			Server cables and connections as per photos.

Dispatch Outside Server Room

	As New	Excellent	Average	Fair/Poor	Comments
Floor			X		Brown carpet tiles, a couple of marks.
Walls			X		Painted white, some marks (extinguisher to be removed).
Ceilings		X			Ceiling tiles, white.
Lighting		X			2x LED lights, both working.
Windows					n/a
Other					n/a

Open Area

Back of tenancy

	As New	Excellent	Average	Fair/Poor	Comments
Floor			X		2x types of brown carpet tiles, worn in places.
Walls		X			Painted white, minimal marks.
Ceilings		X			White ceiling tiles - approx. 10x to be replaced before commencement.
Lighting		X			LED lights - will all be operational before commencement.
Windows		X			Good condition - 1x crack as per photo. Some joinery is scratched as per photos.
Other			X		2x sets of blinds. All operational, although some are sun damaged and some are water damaged.

Office 2	Next to kitchen				Comments
	As New	Excellent	Average	Fair/Poor	
Floor		X			Brown stripey carpet tiles - no marks.
Walls		X			Painted white - minimal marks.
Ceilings		X			White ceiling tiles
Lighting		X			6x LED lights - all working.
Windows					n/a
Other					n/a

Office 3	Next to Office 2				Comments
	As New	Excellent	Average	Fair/Poor	
Floor		X			Brown stripey carpet tiles - no marks.
Walls		X			Painted white - minimal marks.
Ceilings		X			White ceiling tiles
Lighting		X			6x LED lights - all working.
Windows					n/a
Other					n/a

Kitchen					Comments
	As New	Excellent	Average	Fair/Poor	
Floor			X		Grey vinyl - white marks as per photos.
Walls		X			Painted white - no marks.
Ceilings		X			White ceiling tiles.
Lighting		X			10x LED lights all working.
Windows		X			Good condition - no cracks.
Other			X		Blinds - sun damaged but operational. Cabinetry - built-in seat with red vinyl coming off. Benchtop and cupboards good condition. Dishwasher and water unit in good condition.

Store Room	x2				Comments
	As New	Excellent	Average	Fair/Poor	
Floor		X			Brown stripey carpet tiles - good condition.
Walls		X			Painted white - no marks.
Ceilings		X			White ceiling tiles.
Lighting		X			6x LED lights - all working.
Windows					n/a
Other					Extinguisher to be removed.

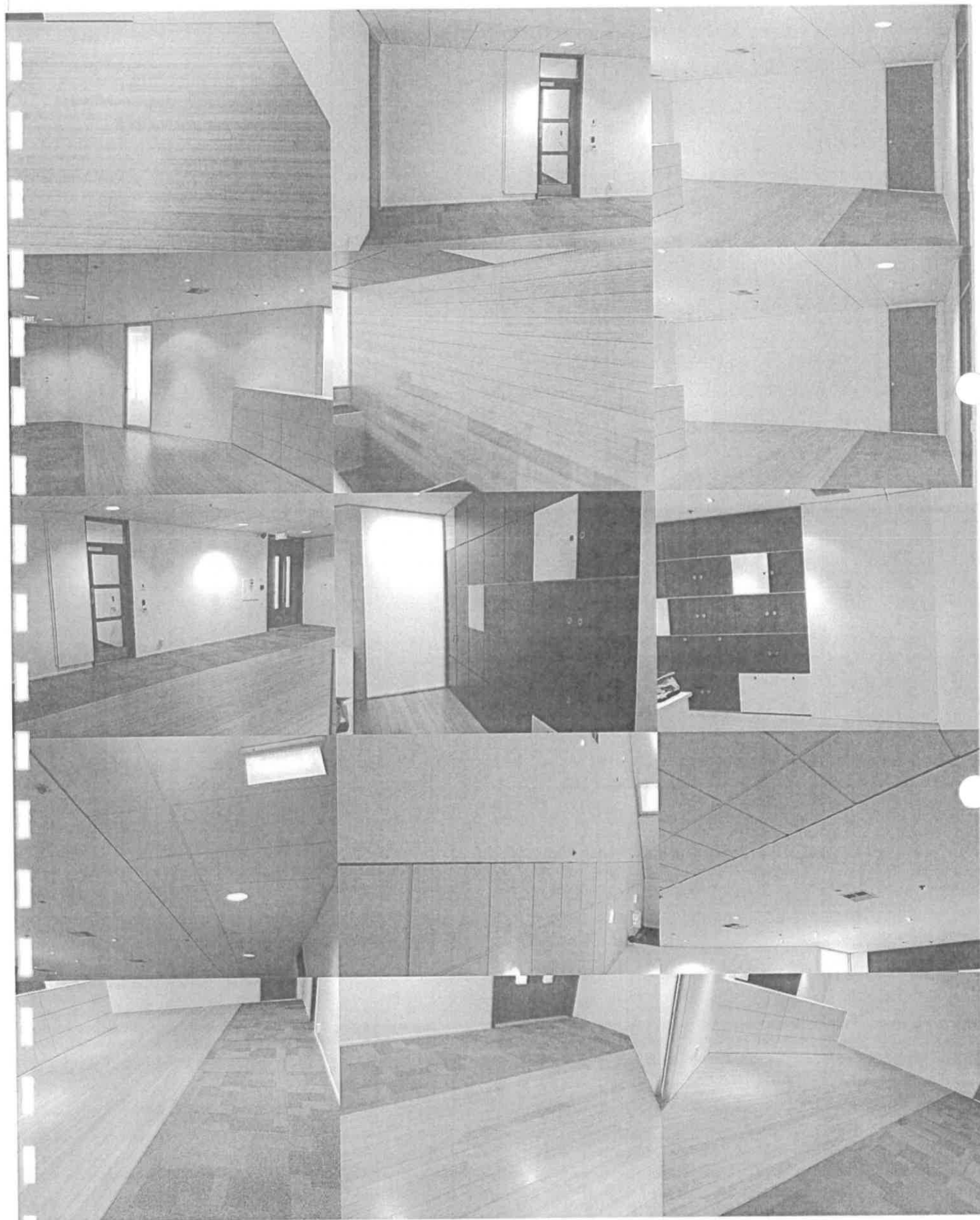
Kitchenette

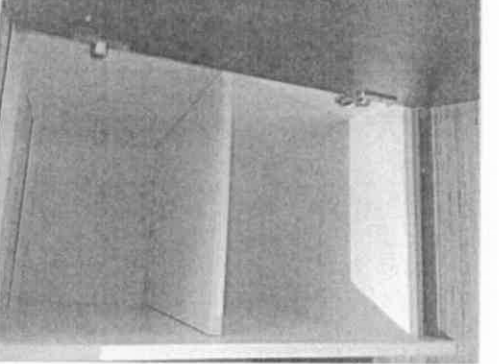
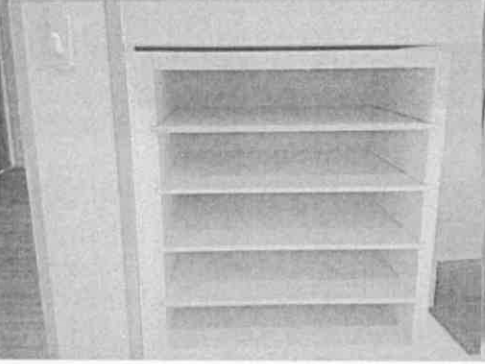
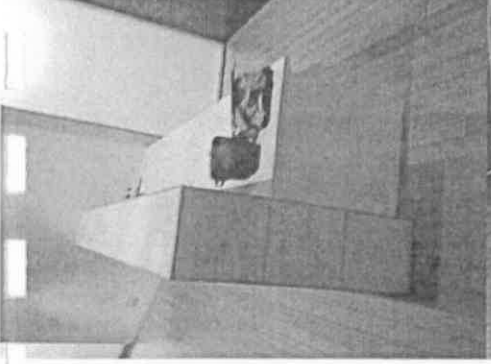
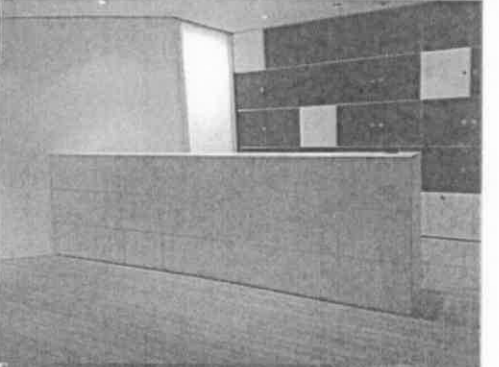
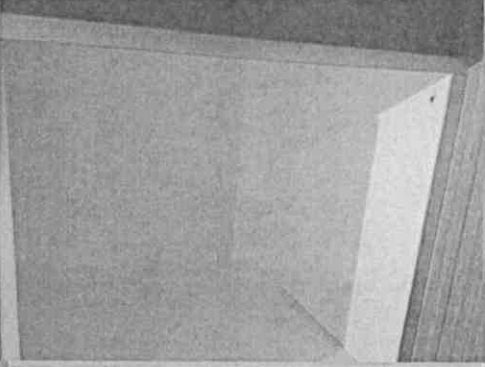
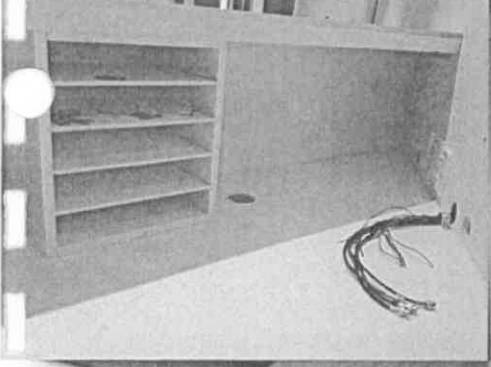
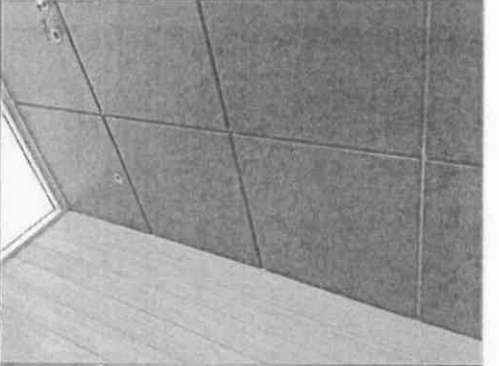
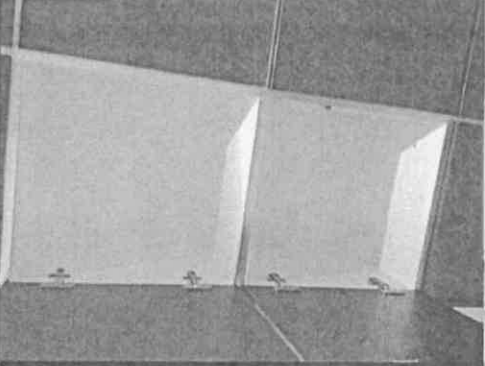
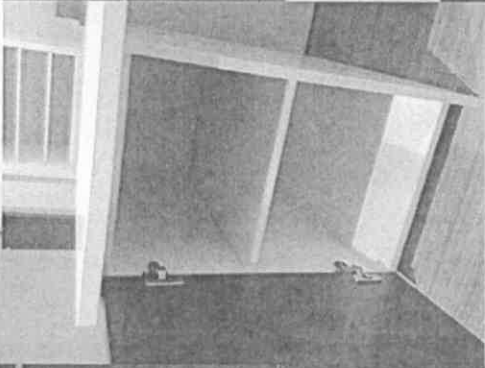
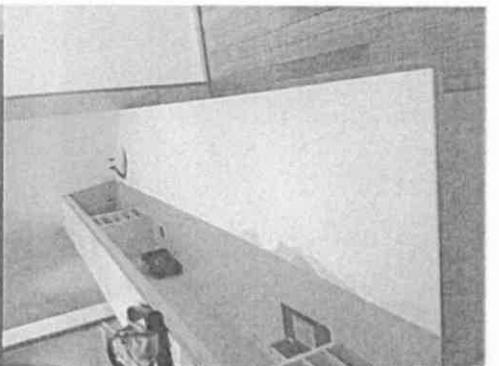
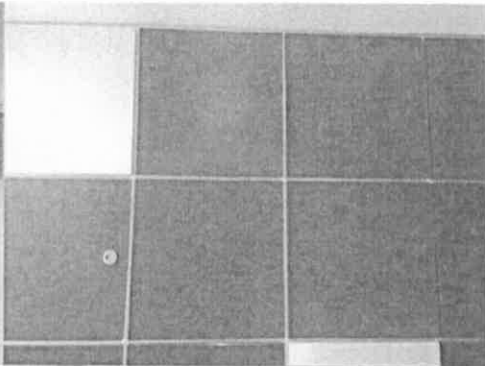
	As New	Excellent	Average	Fair/Poor	Comments
Floor			X		Grey vinyl - white marks as per photos.
Walls			X		Painted white - 3x dents as per photos.
Ceilings		X			White ceiling tiles
Lighting		X			1x LED light - working.
Windows					n/a
Other			X		Cabinetry all in good condition and clean.

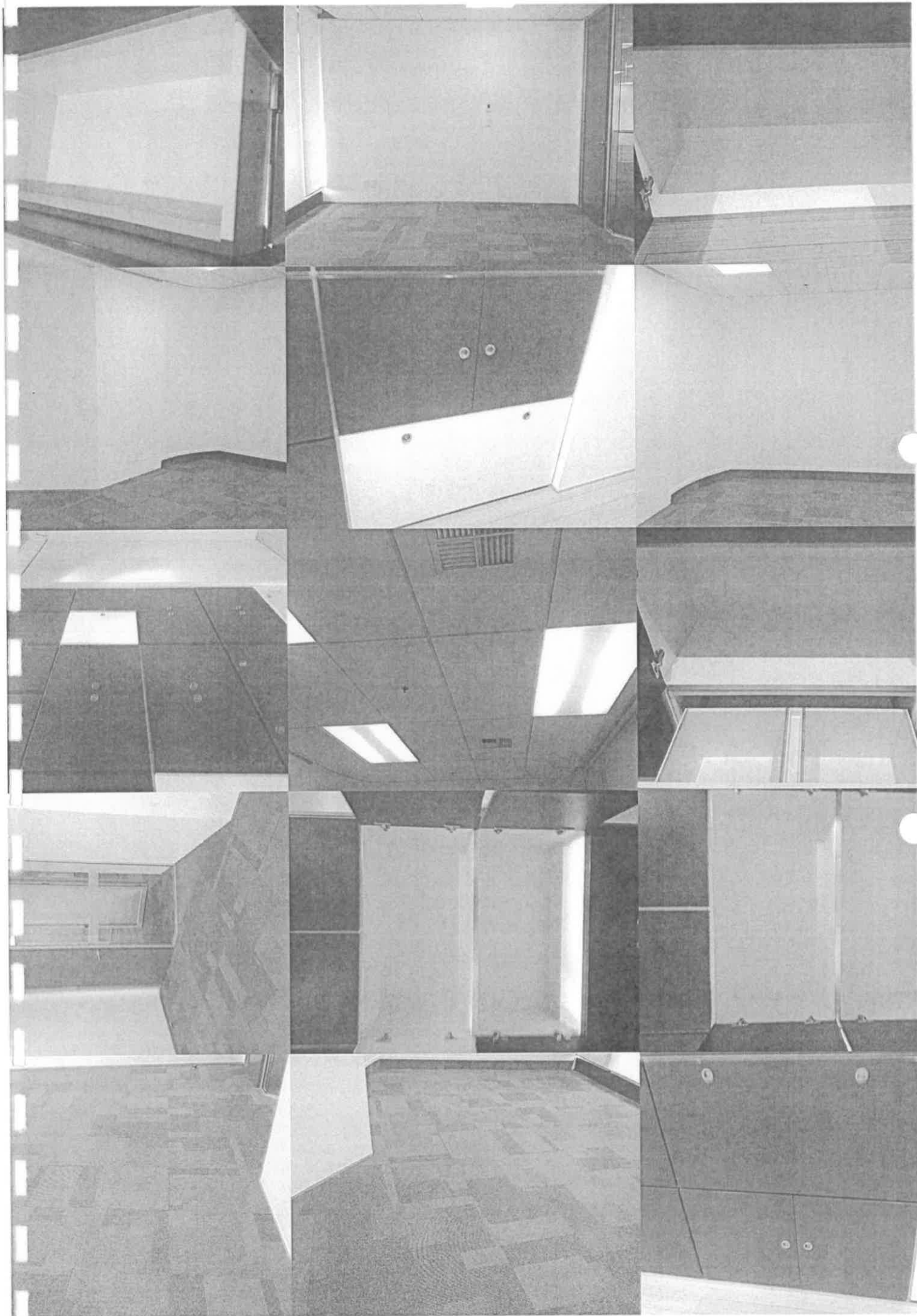
Beside Kitchen					
	As New	Excellent	Average	Fair/Poor	Comments
Floor			X		Brown carpet tiles - worn
Walls		X			Painted white, some minor marks.
Ceilings		X			White ceiling tiles, good condition.
Lighting		X			3x small LED lights - all working.
Windows					n/a
Other					n/a

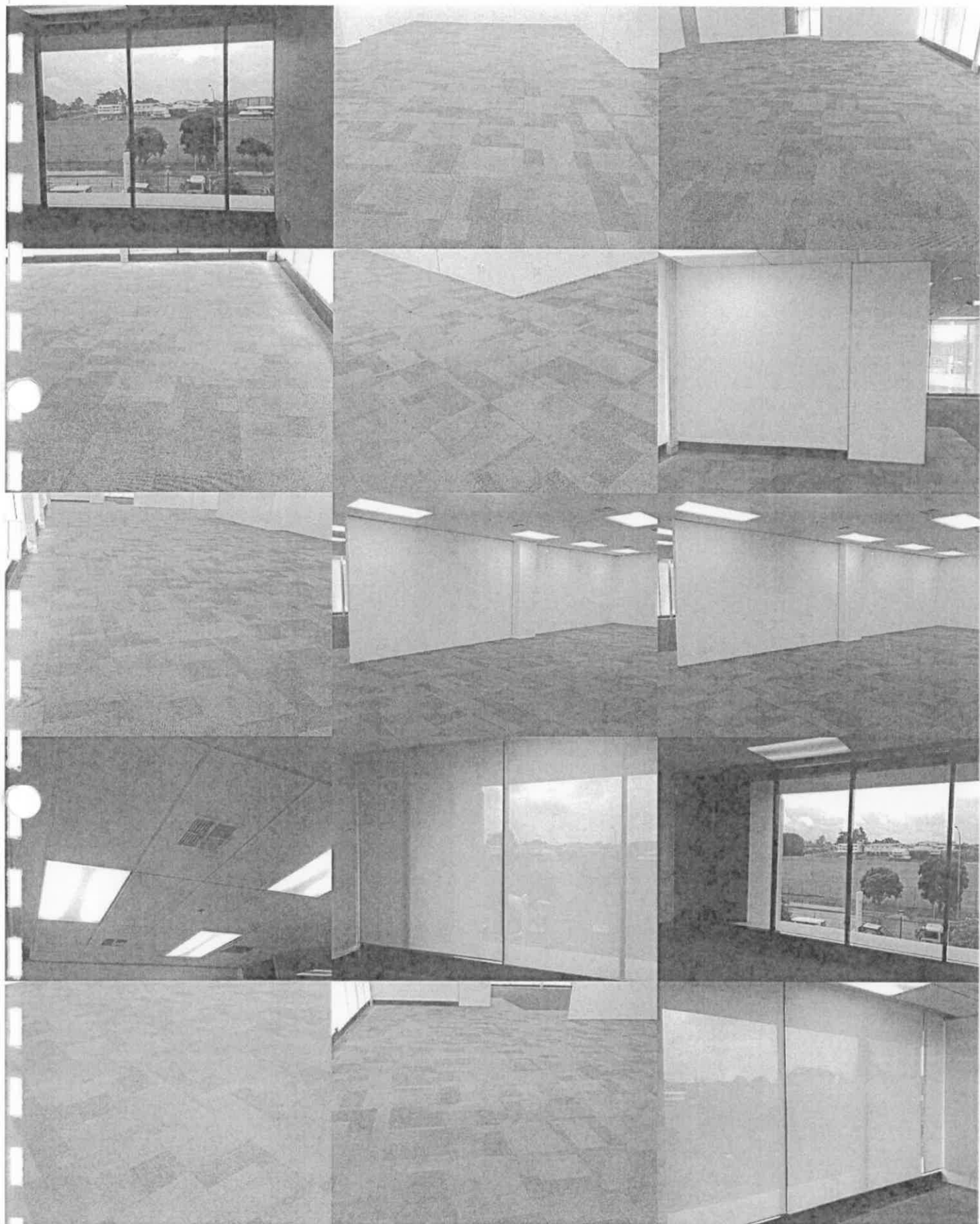
To reception					
	As New	Excellent	Average	Fair/Poor	Comments
Floor			X		Brown carpet tiles - some marks.
Walls		X			Painted white, minor marks.
Ceilings		X			White ceiling tiles.
Lighting			X		4x downlights - will all be operational before commencement date.
Windows					n/a
Other					n/a

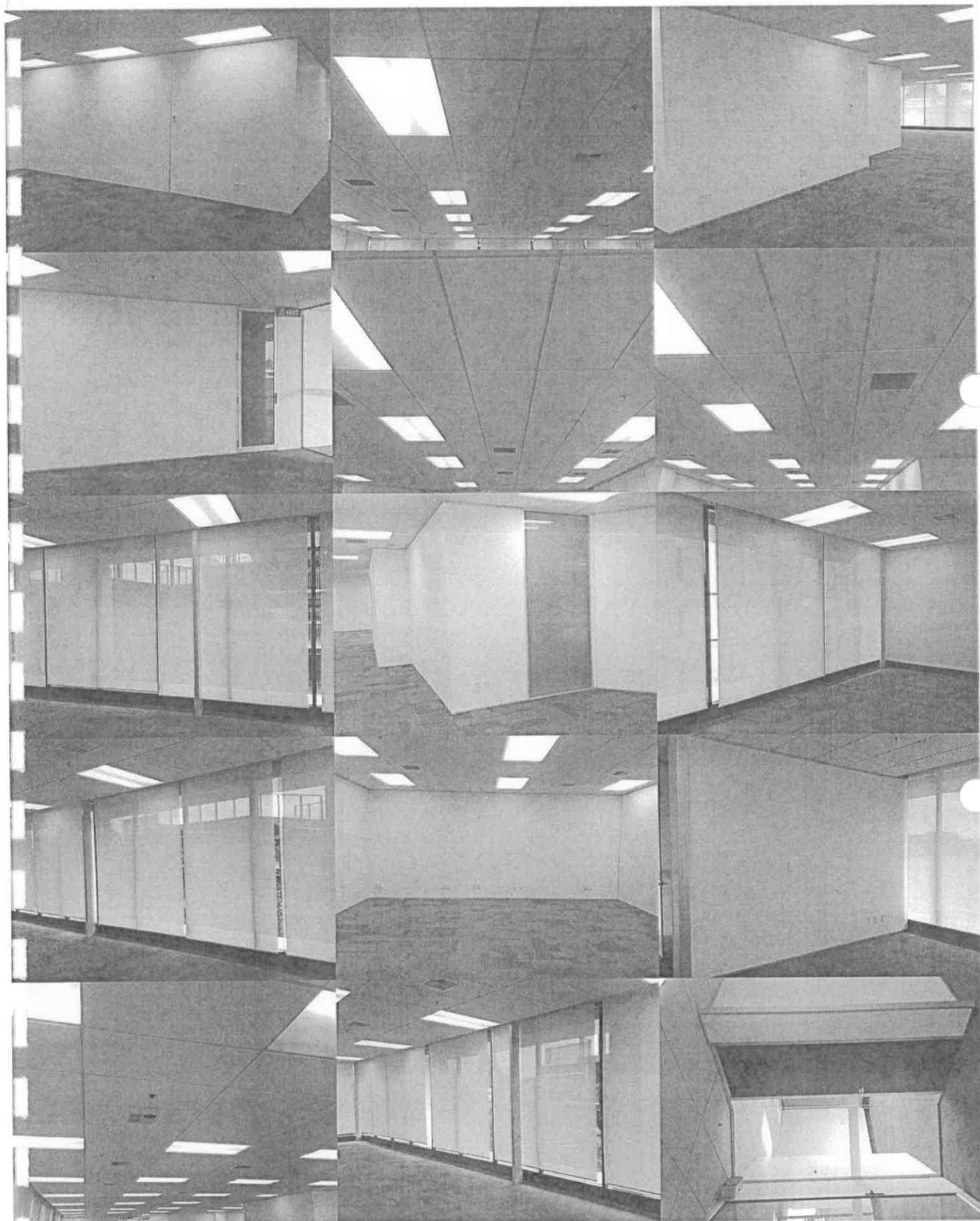
Shower Room					
	As New	Excellent	Average	Fair/Poor	Comments
Floor			X		Blue vinyl, some rust marks as per photos.
Walls			X		Painted white - mirror, handrail, hooks installed.
Ceilings		X			Ceiling tiles - white
Lighting			X		2x downlights - both working.
Windows					n/a
Other			X		Shower cubicle - clean but some stains.

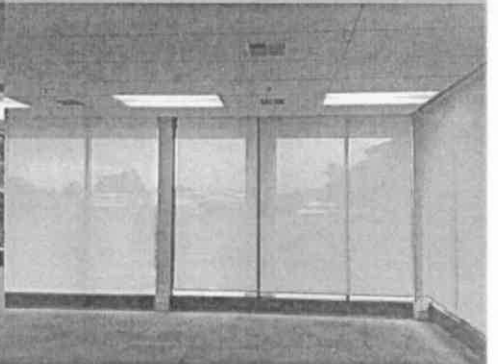
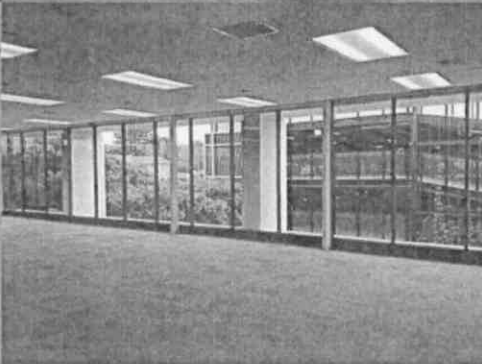
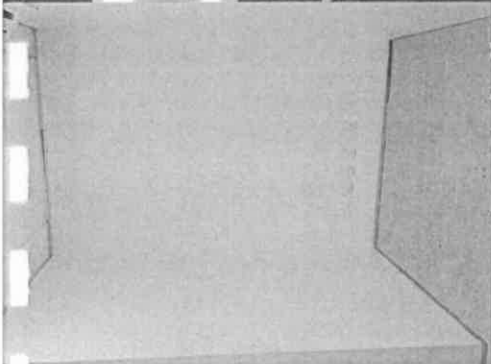
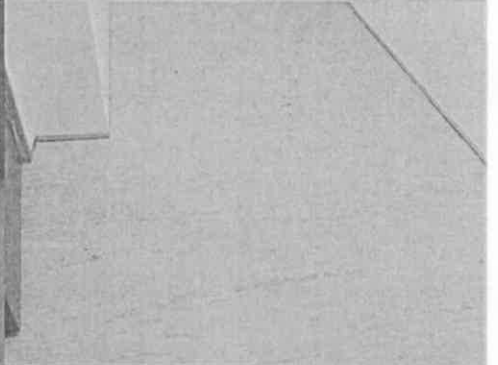
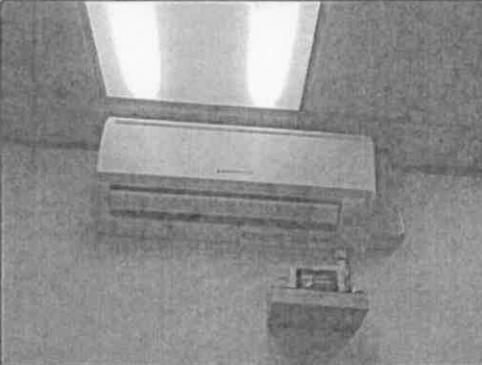
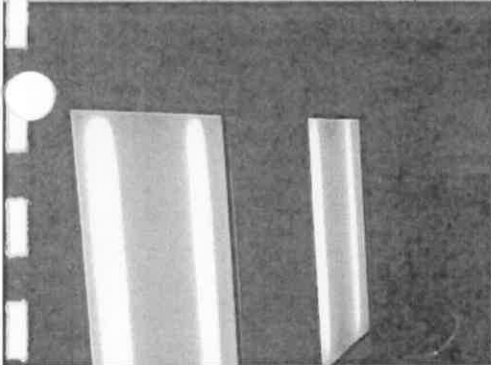
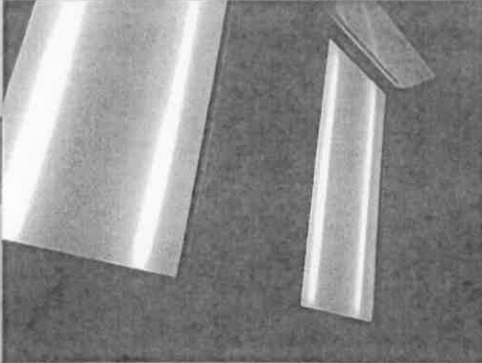
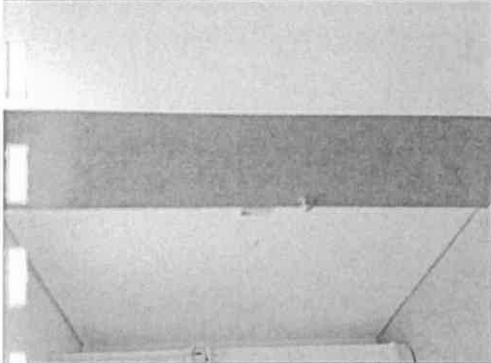
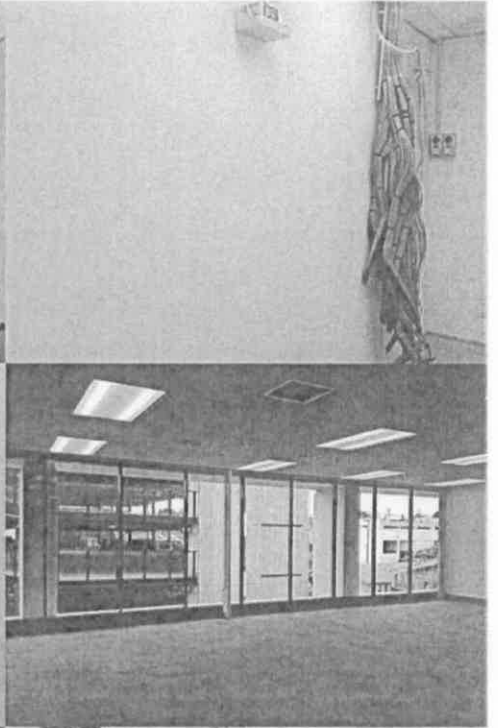
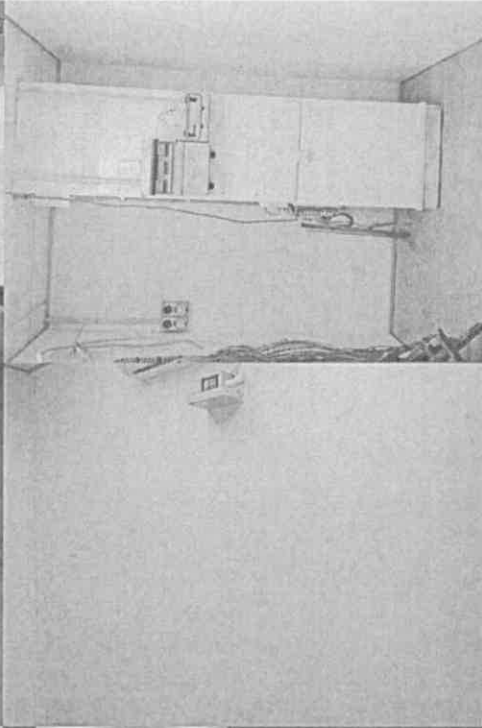
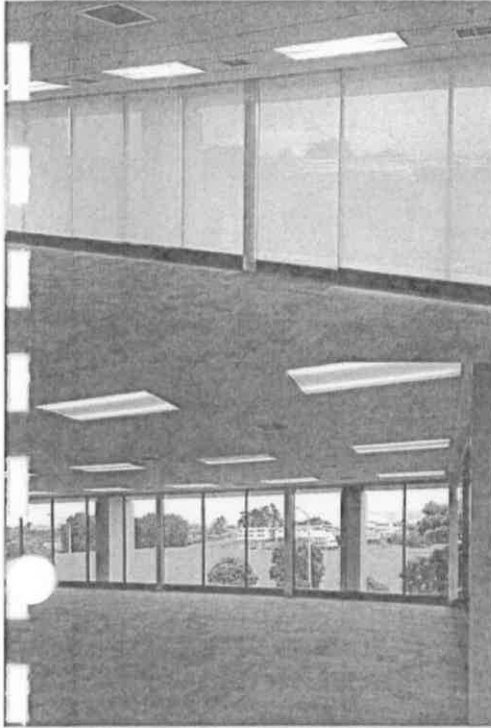


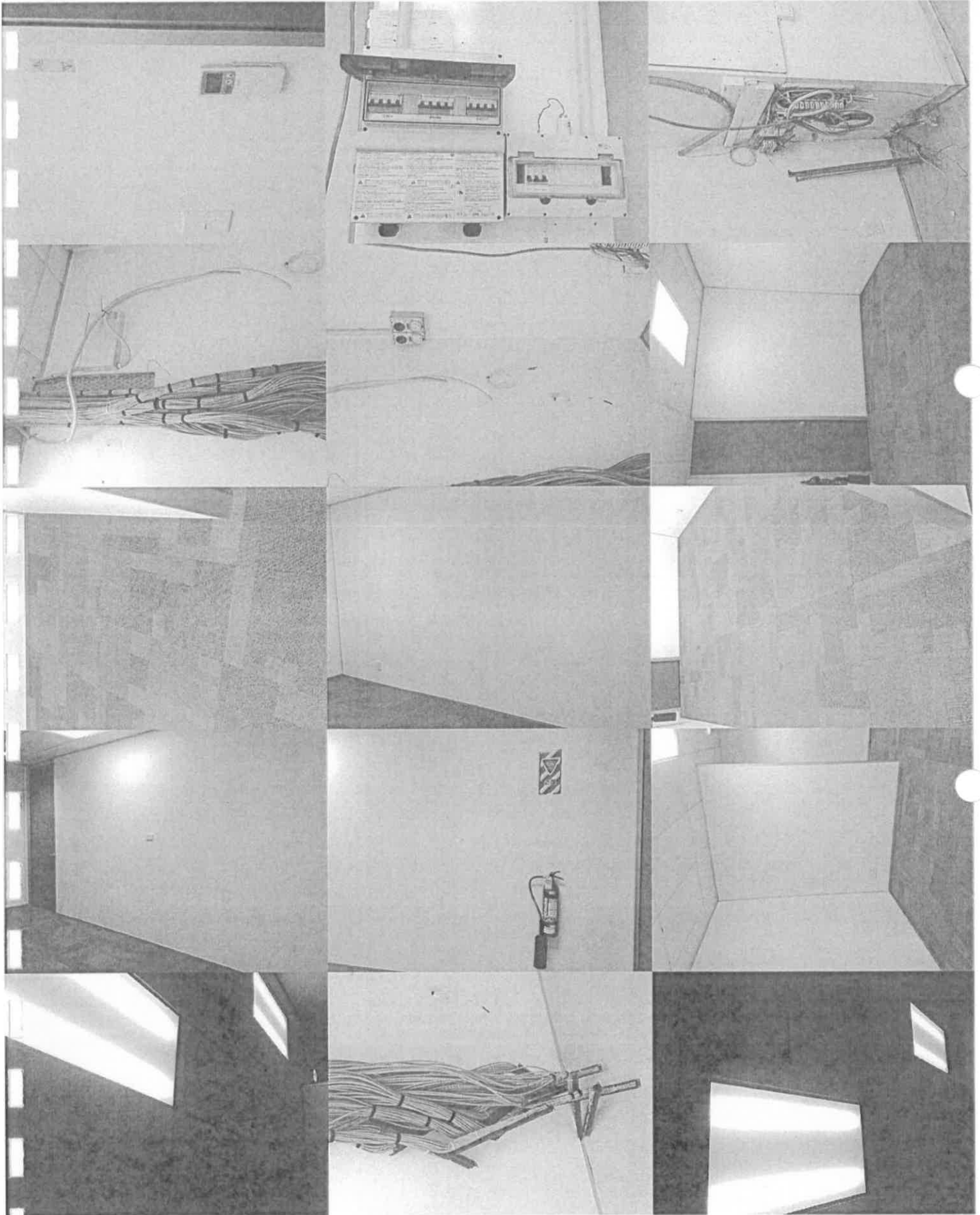


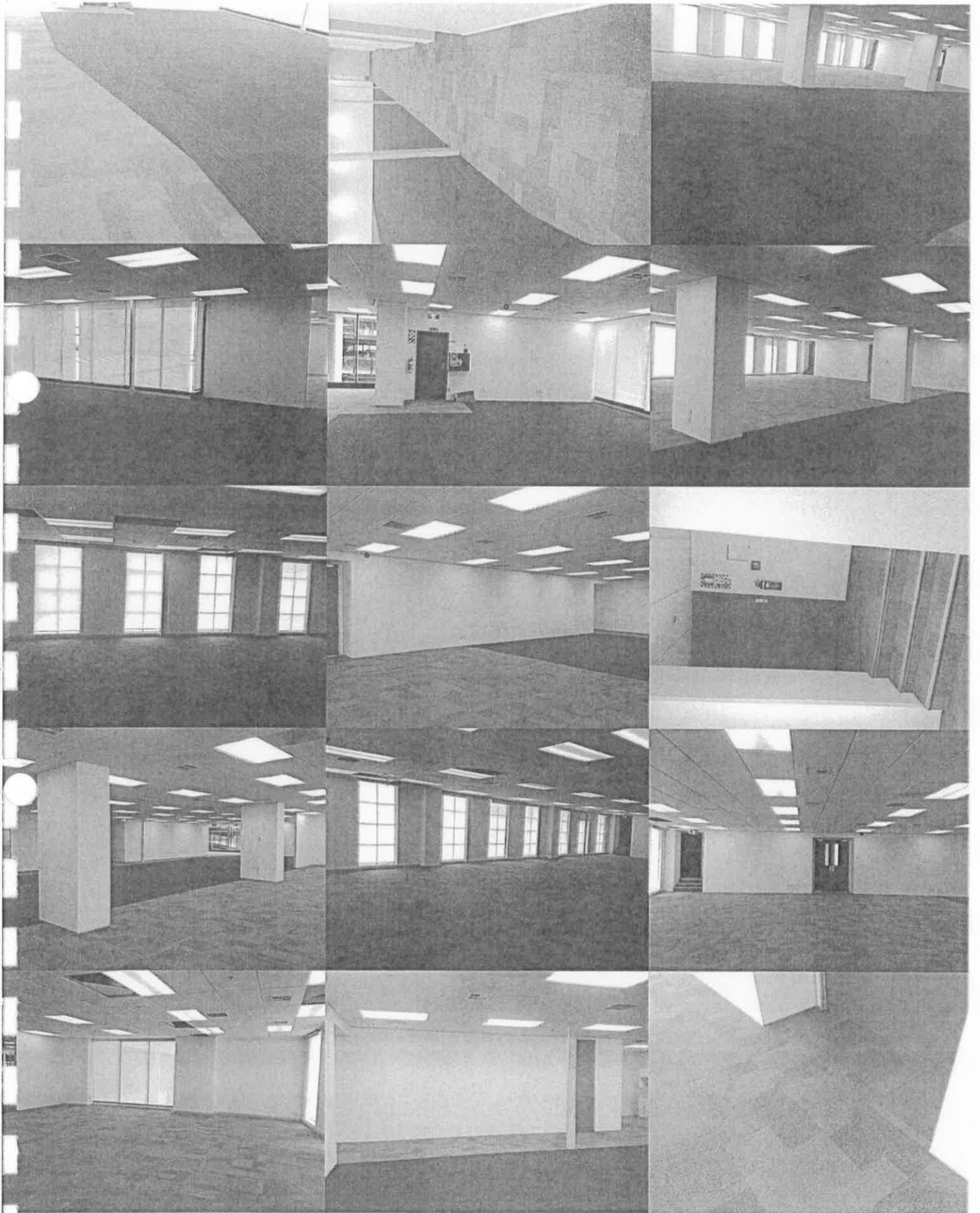


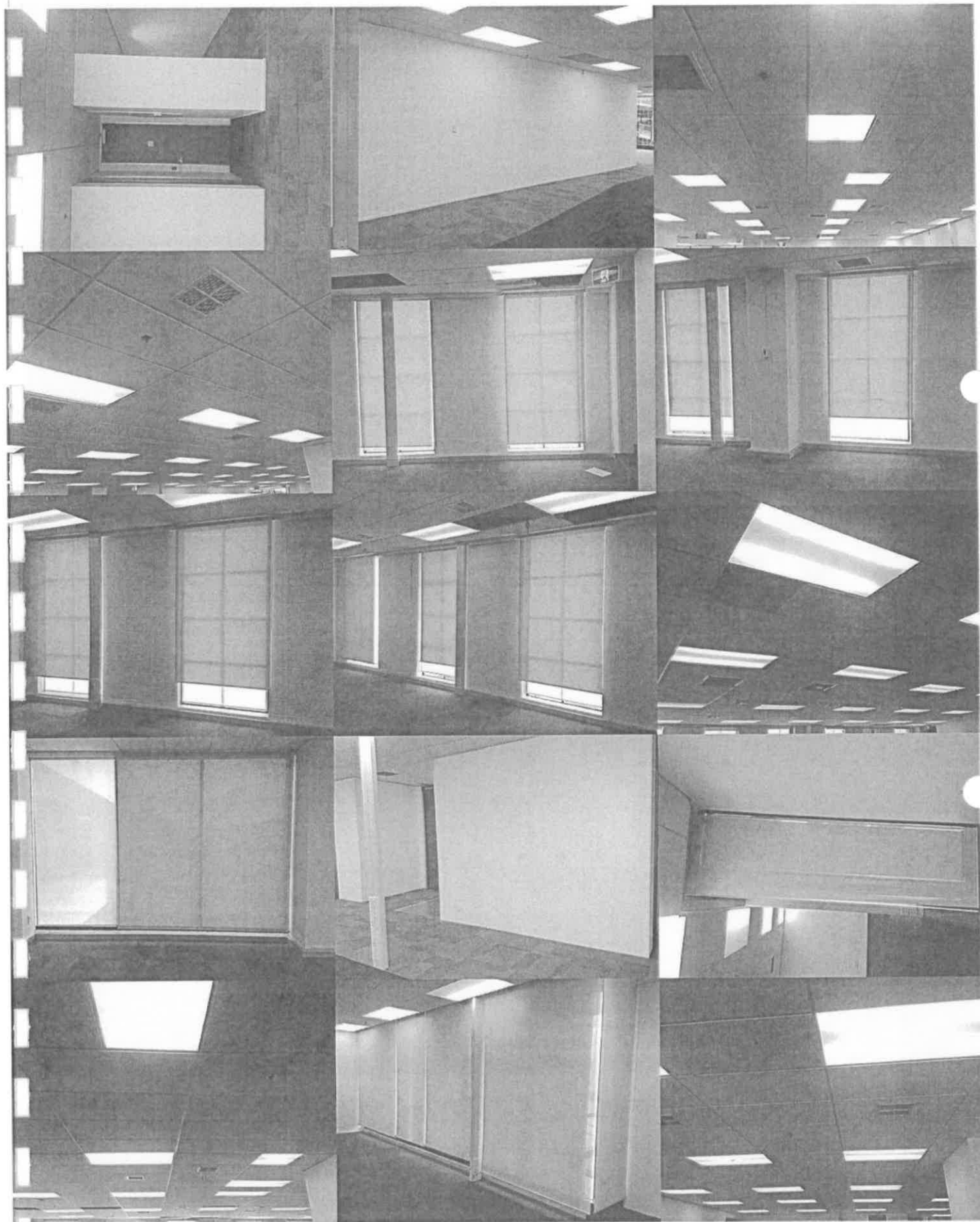


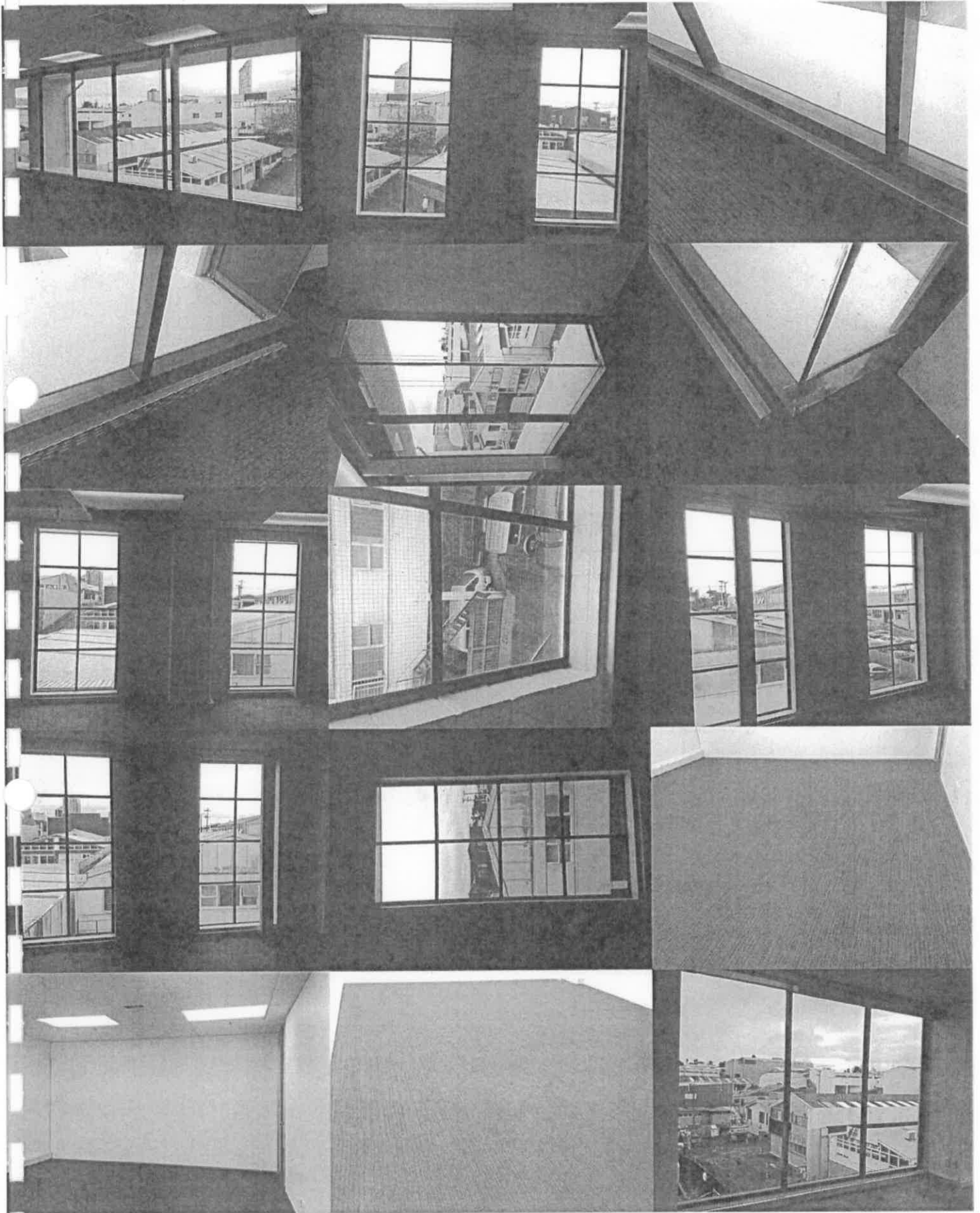


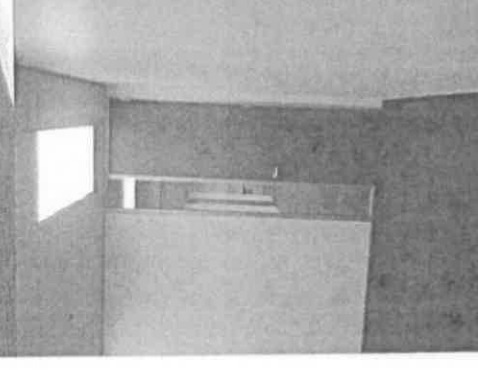
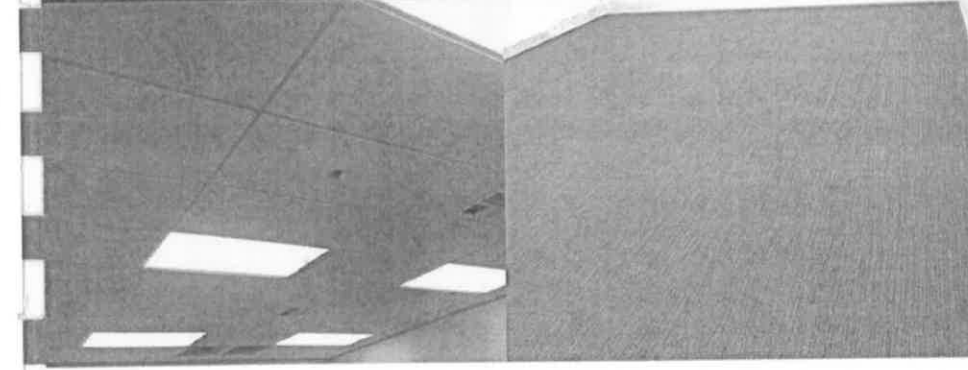
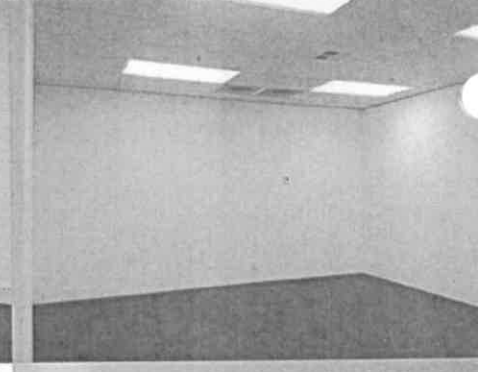
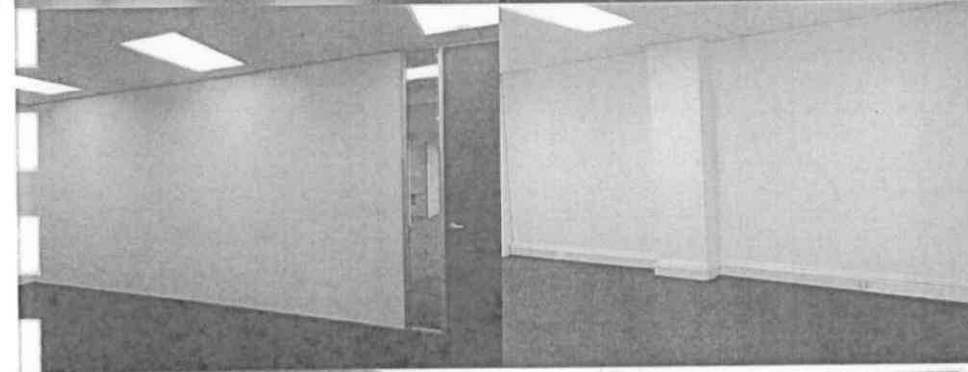
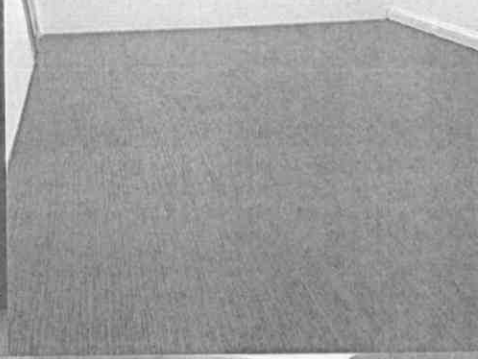
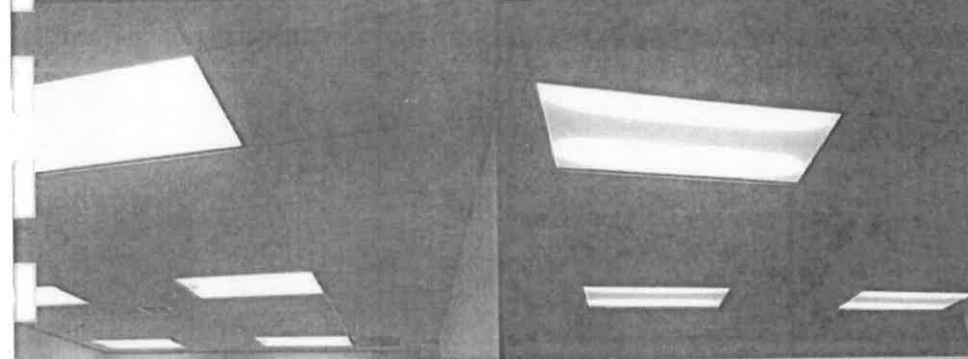
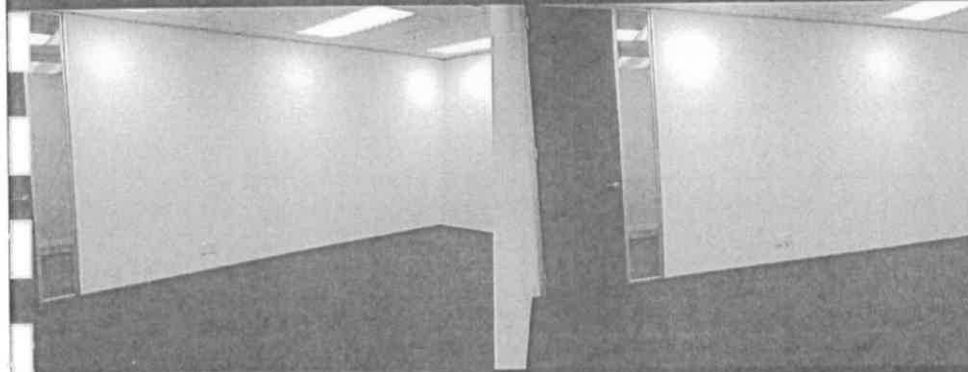
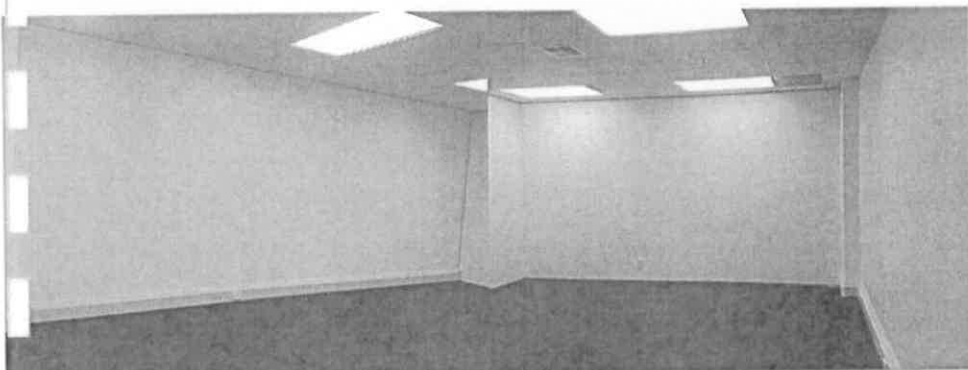


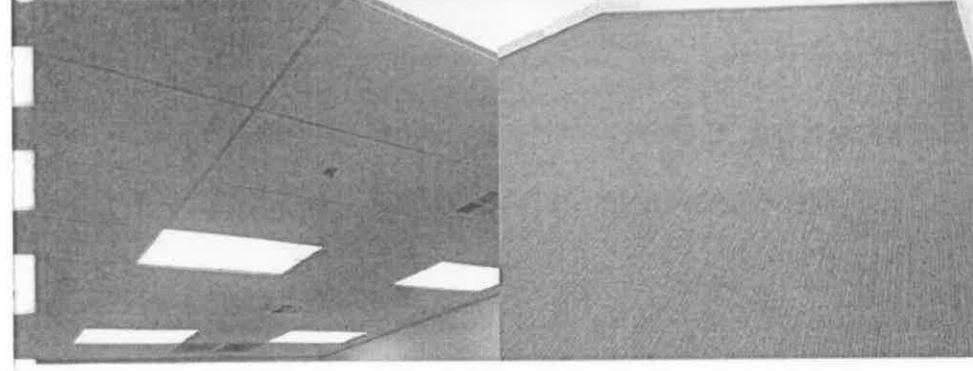
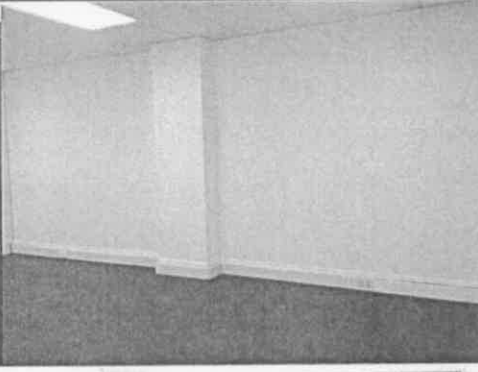
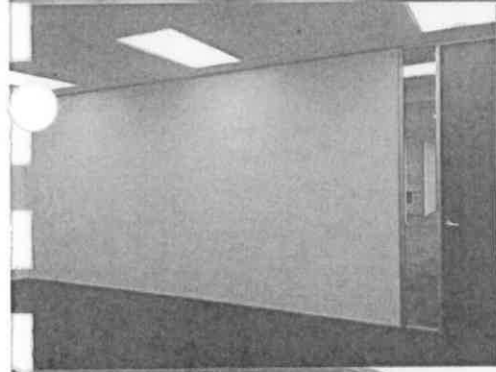
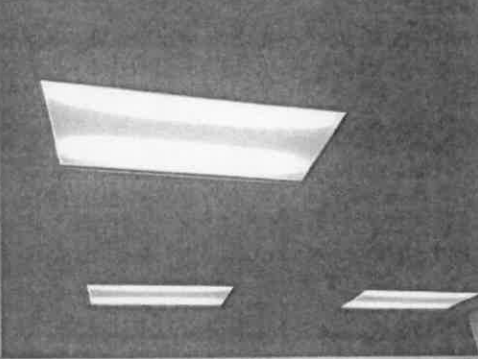
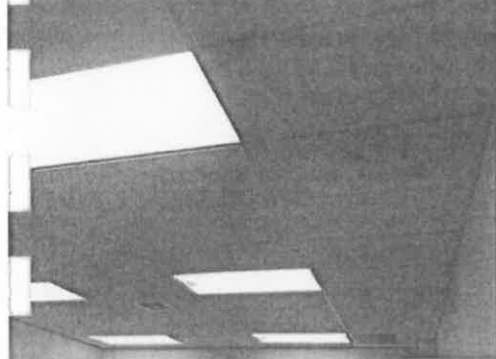
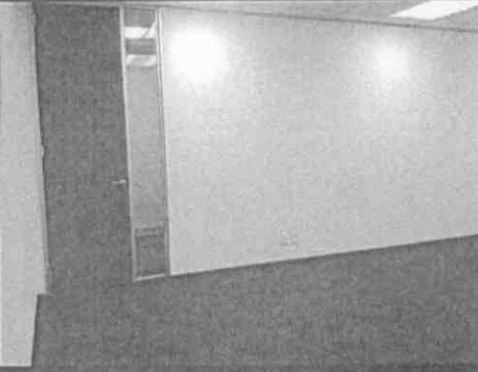
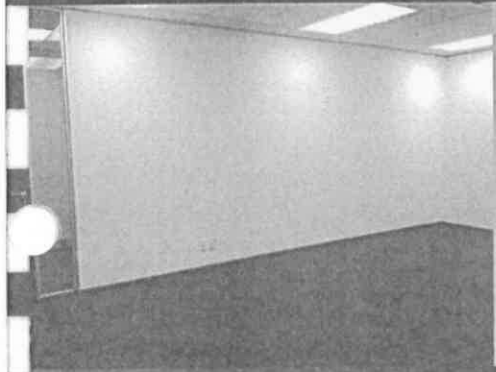
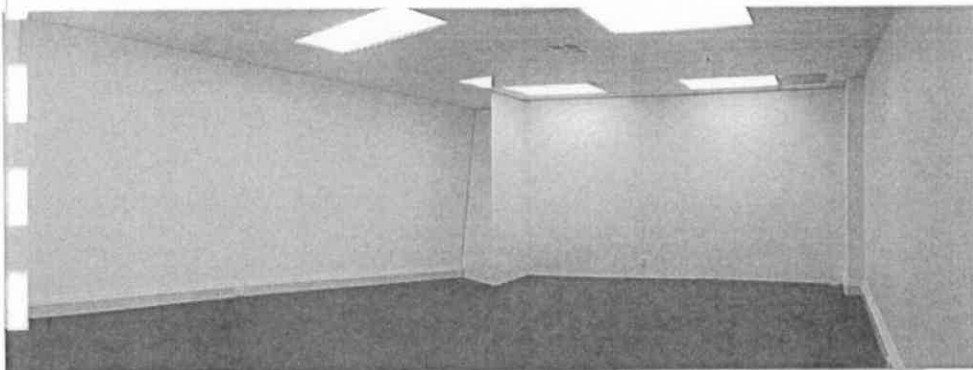




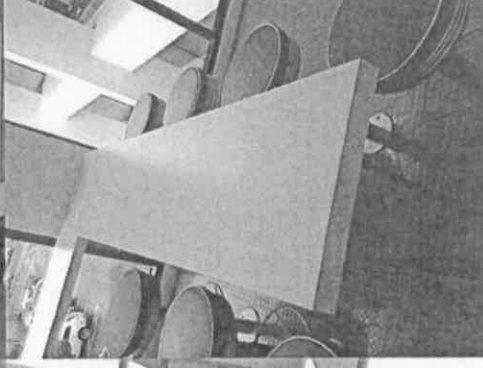
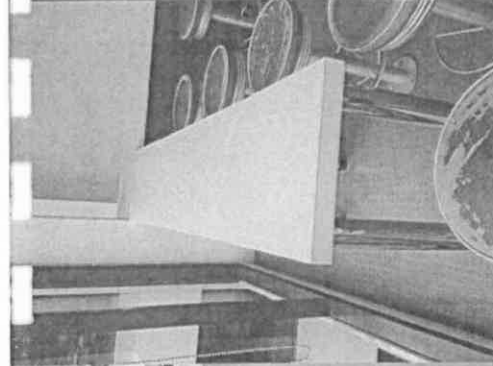


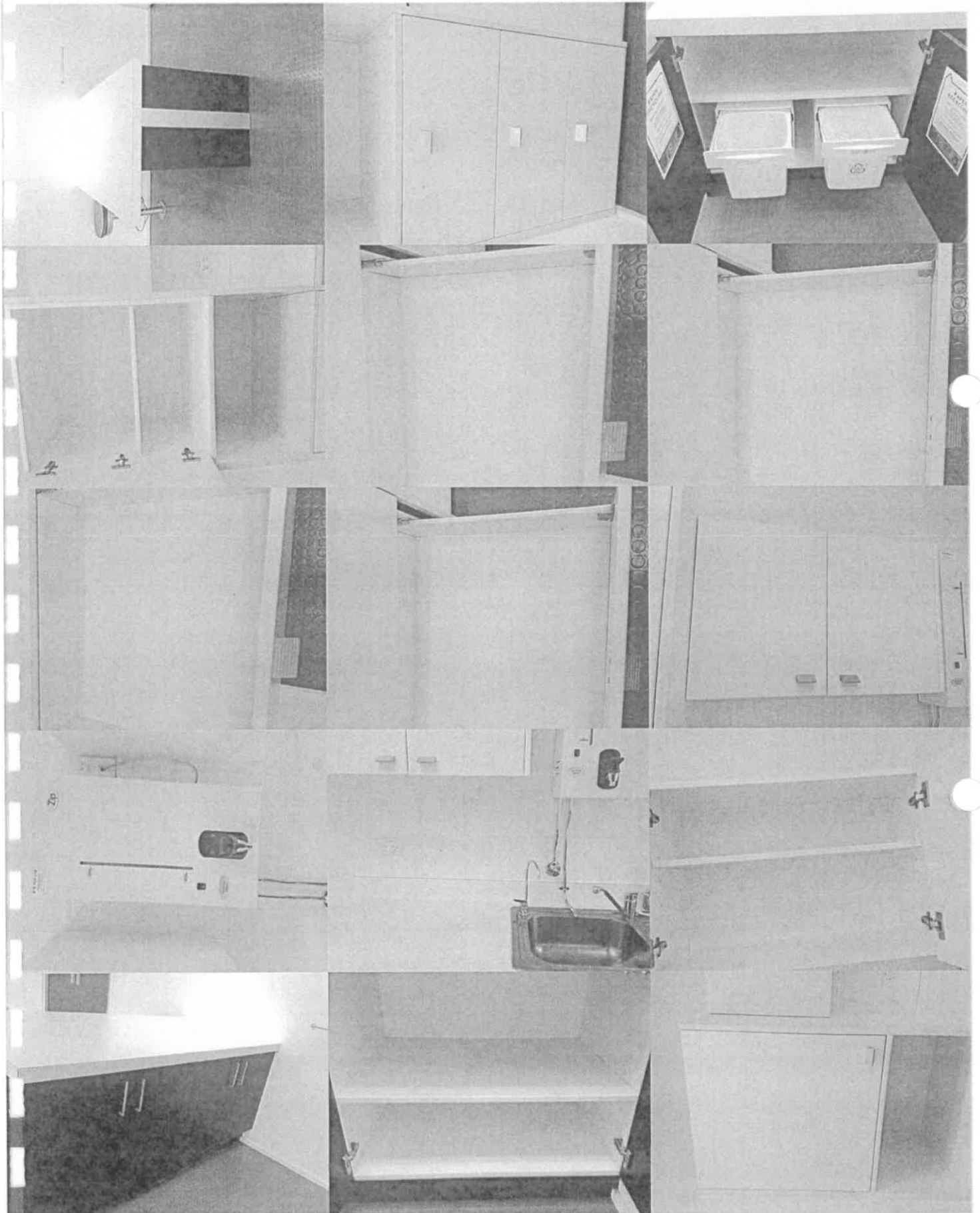


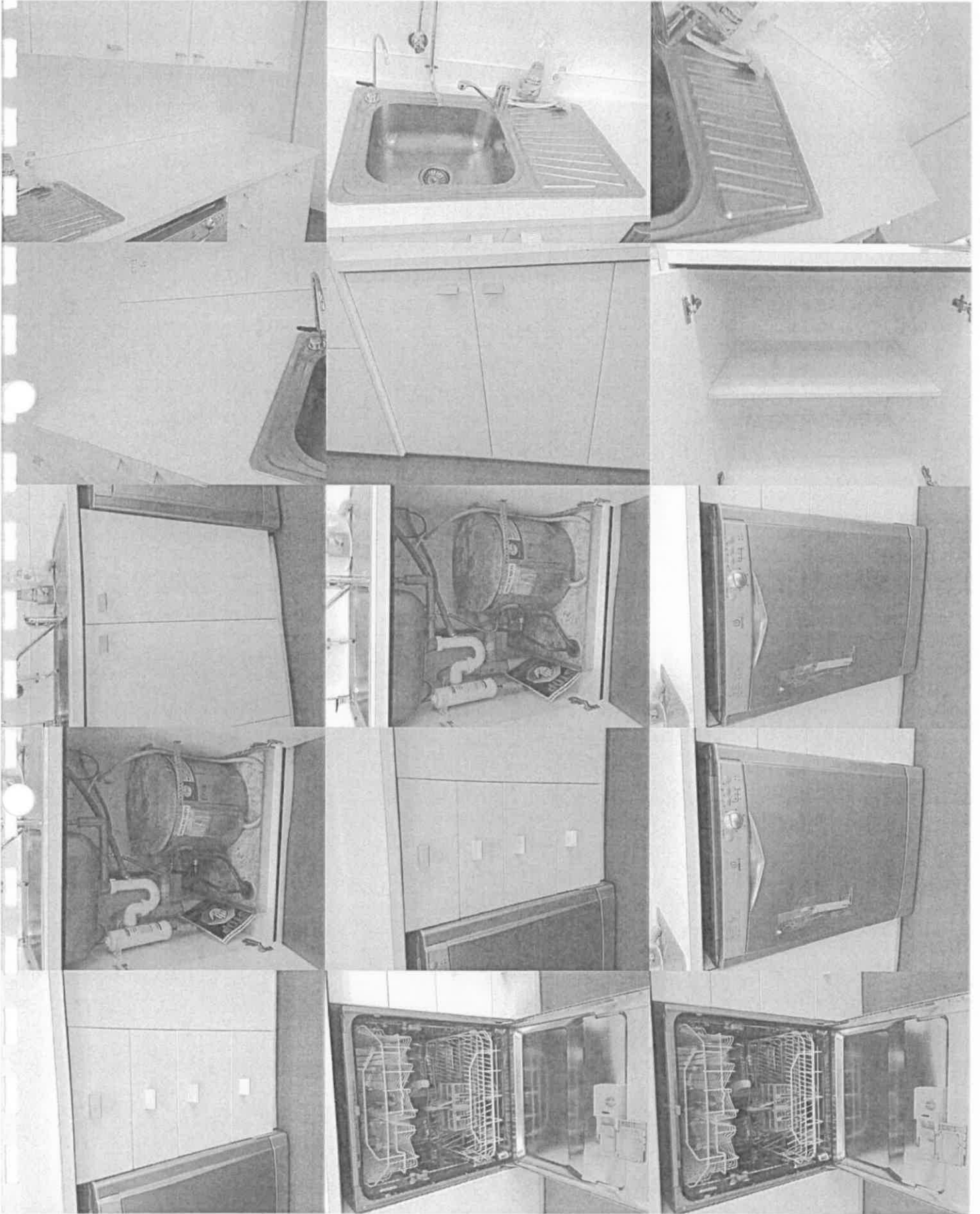


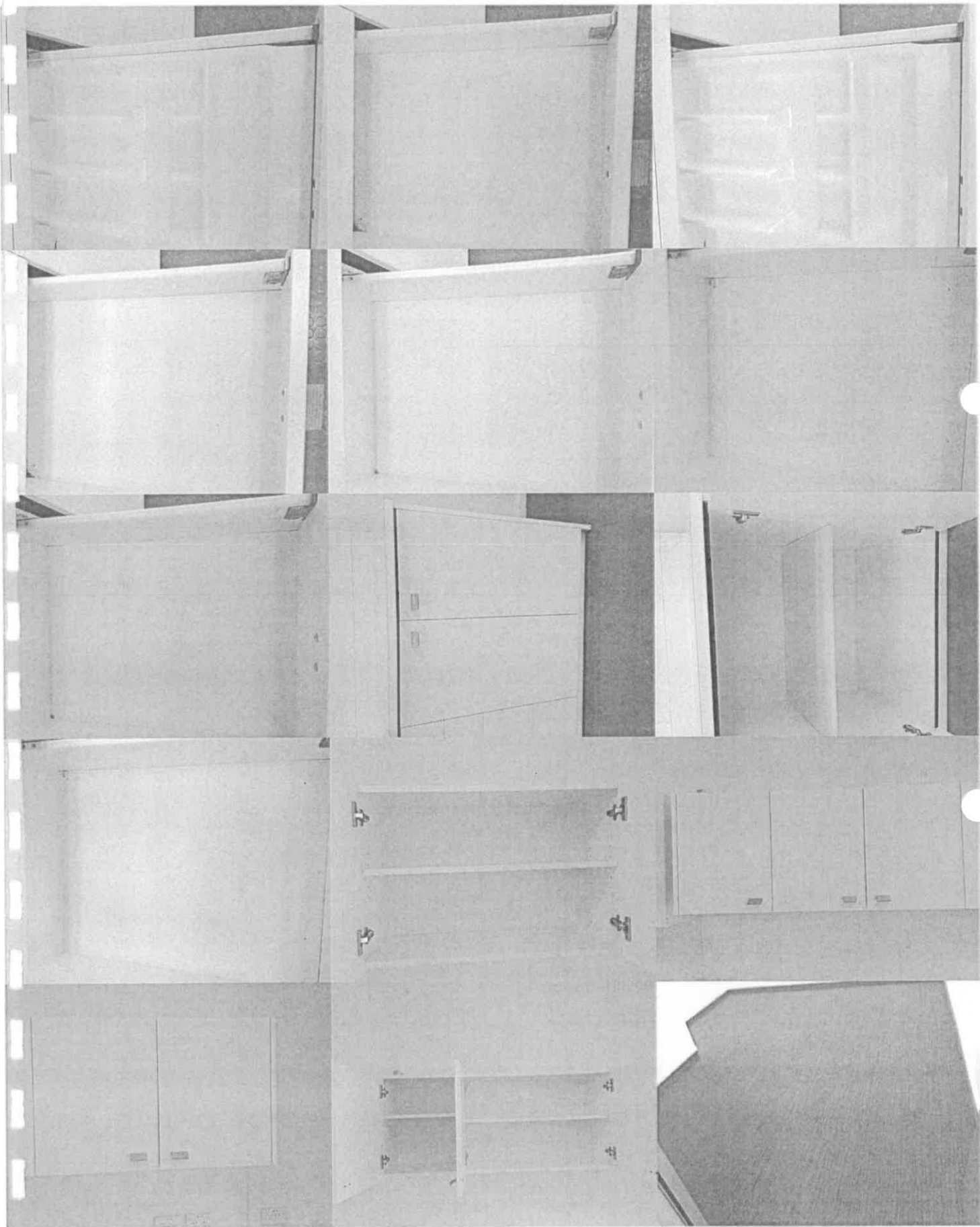


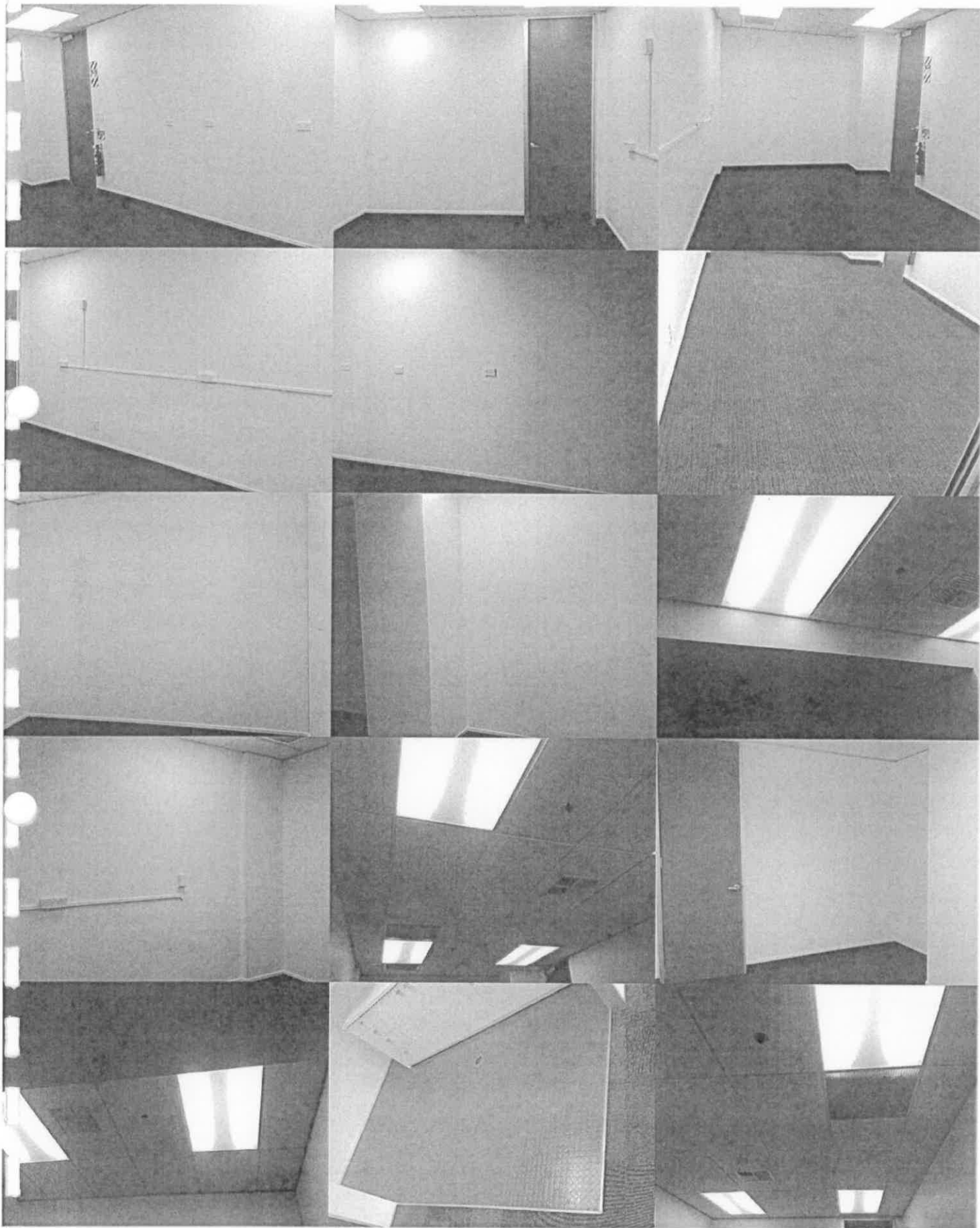


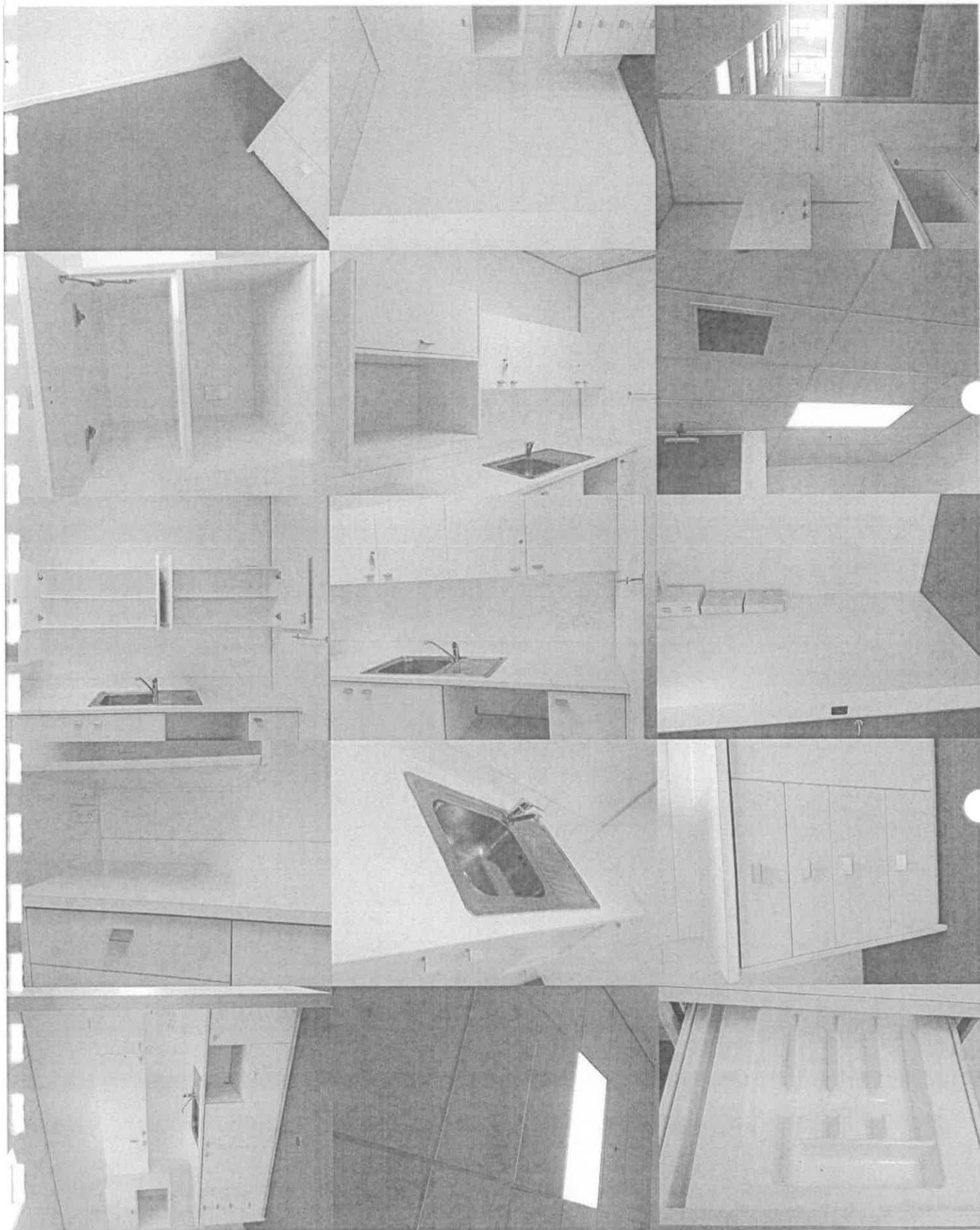


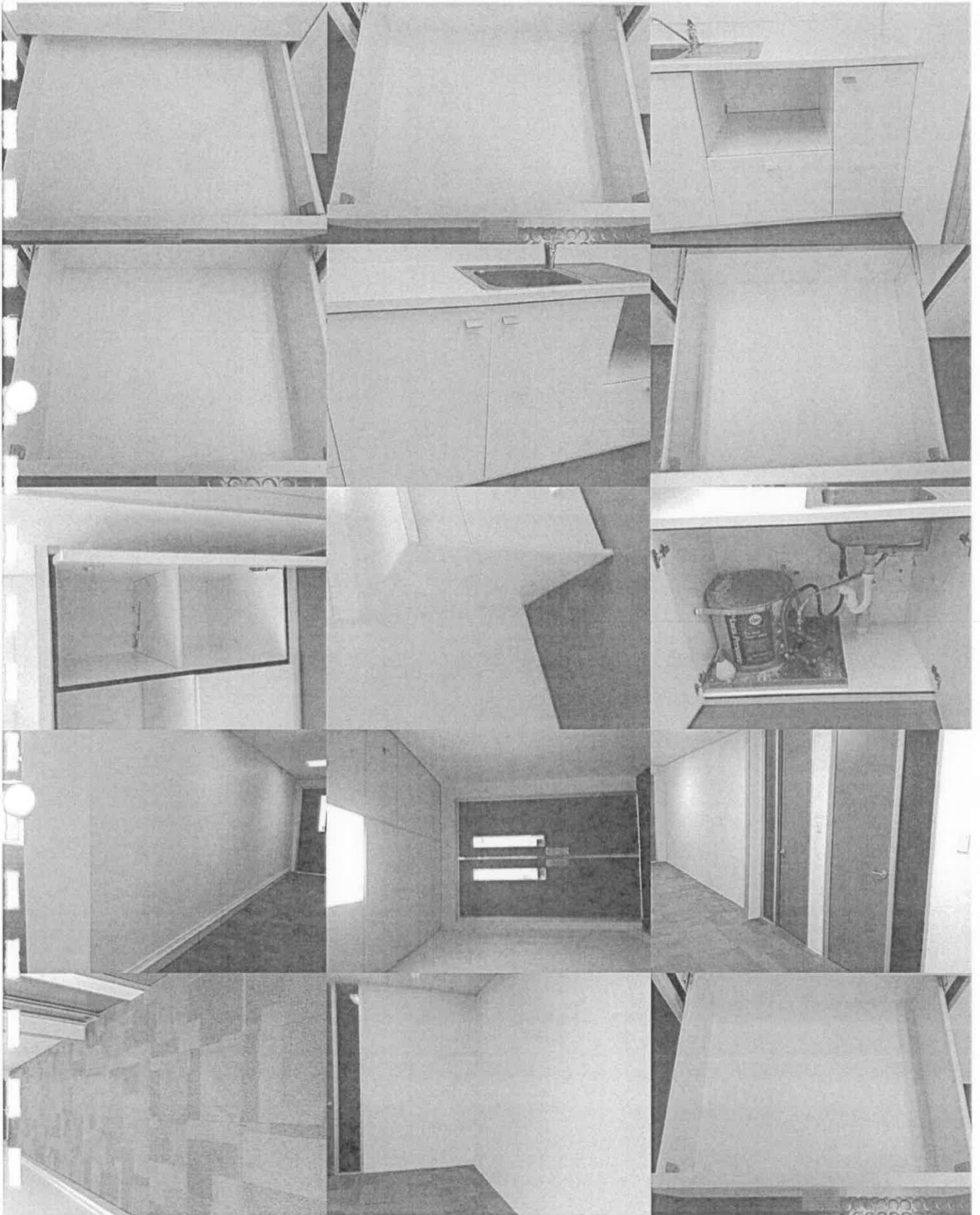


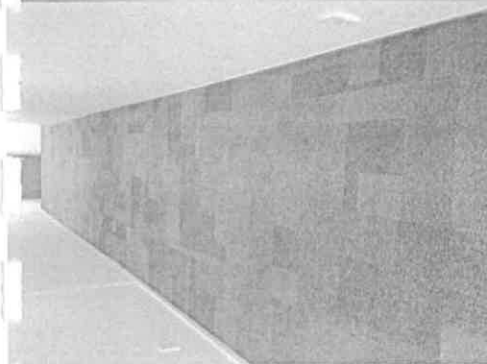
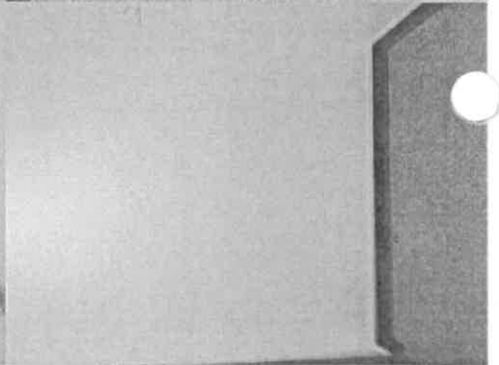
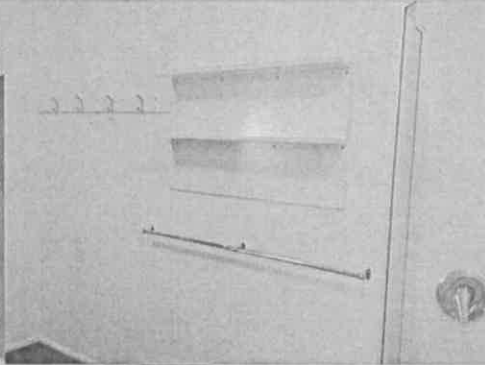
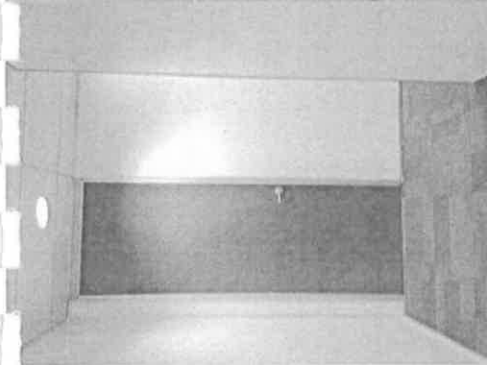
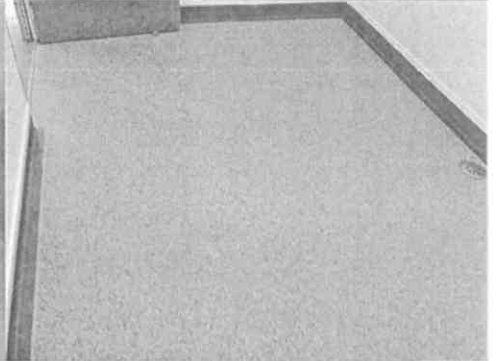
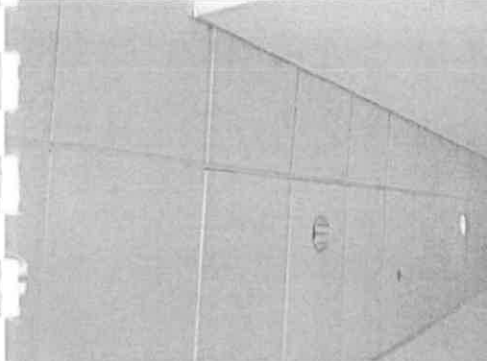
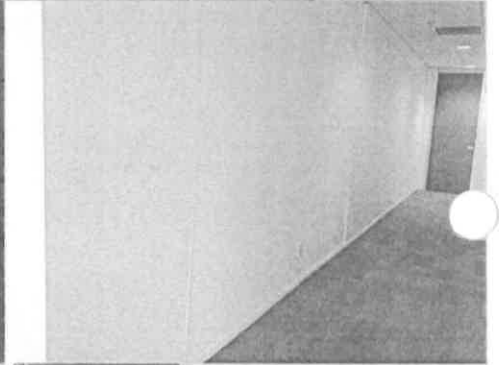
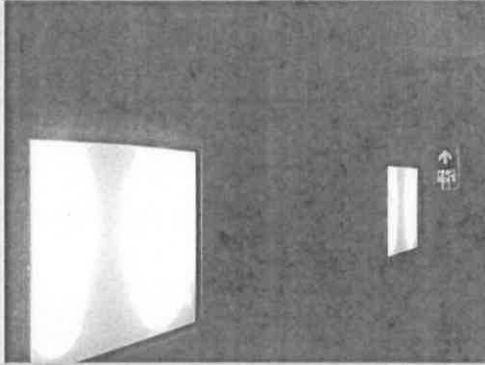
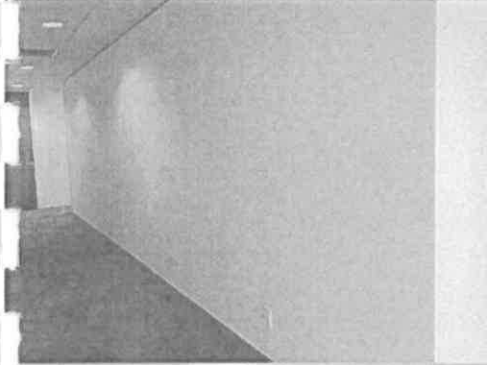
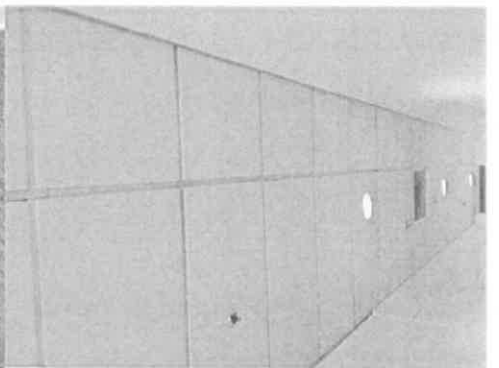
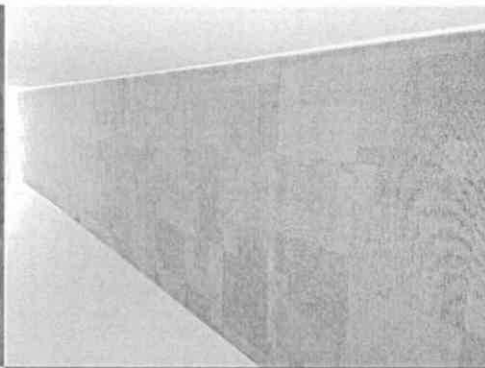
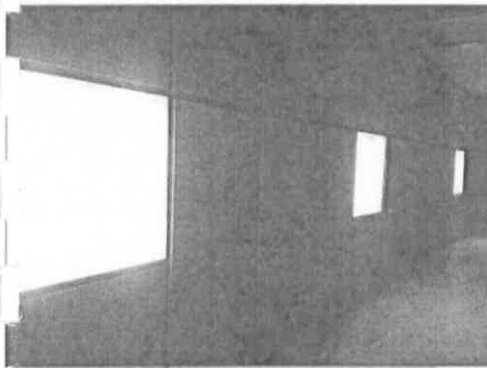


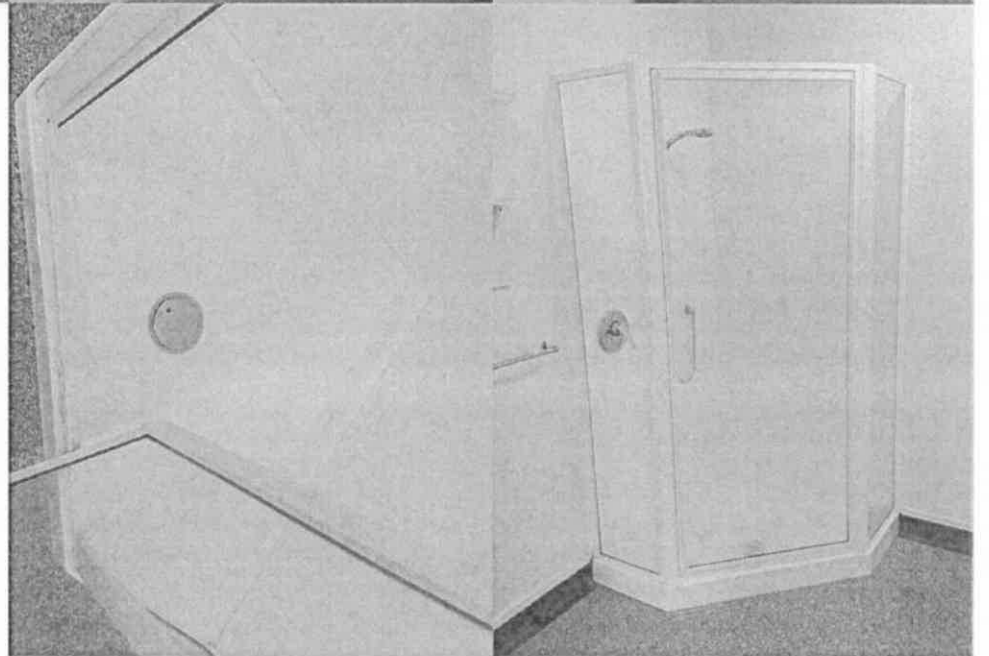
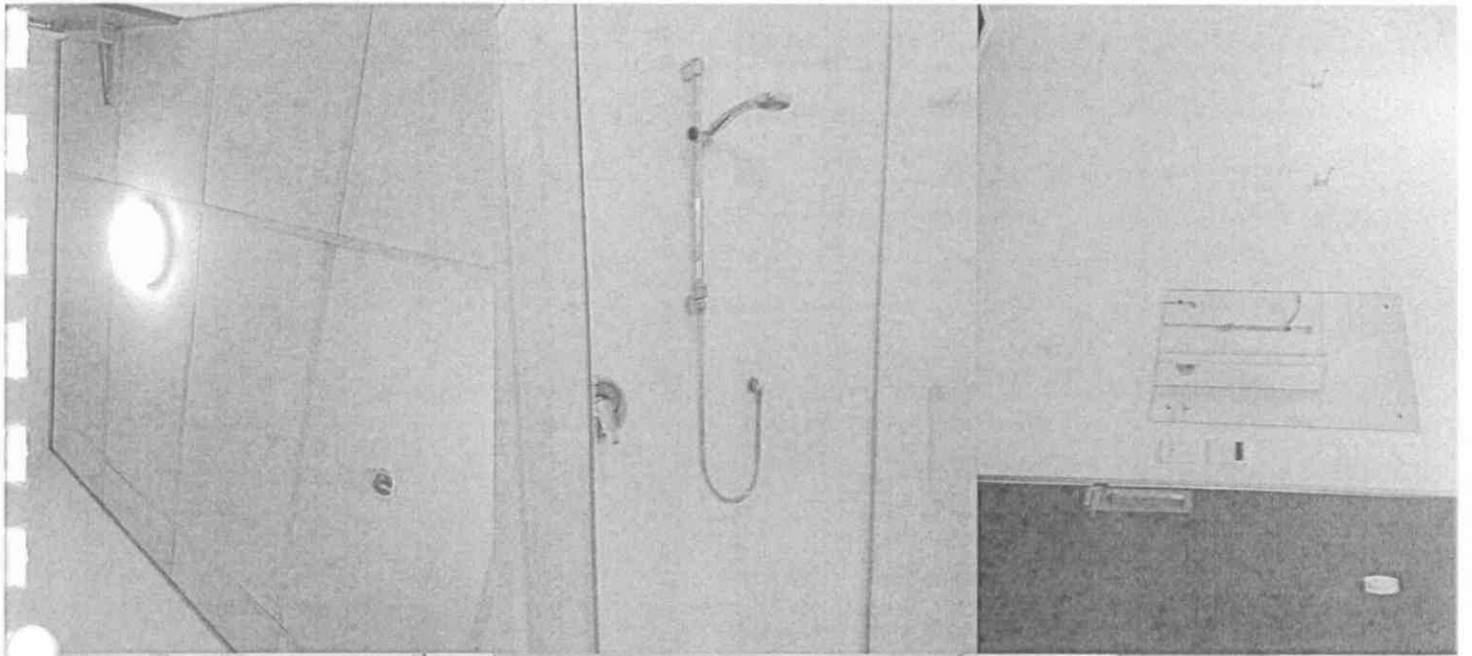












## Rose Smits

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**From:** Simon Farland <s.farland@barfoot.co.nz>  
**Sent:** Tuesday, 20 December 2016 8:37 a.m.  
**To:** Rose Smits  
**Subject:** Fwd: Electoral Commission lease

Hi Rose

Confirmation from EC below that they are happy with Property condition report process

Regards  
Simon



Simon Farland Commercial Sales Manager  
AREINZ BProp  
B 09 359 7888 M 021 779 922 F 09 489 3884  
s.farland@barfoot.co.nz | 129 Hurstmere Road, Takapuna  
www.barfoot.co.nz/commercial



----- Forwarded message -----

**From:** Jane Hellendoorn <jane.hellendoorn@elections.govt.nz>  
**Date:** 20 December 2016 at 08:02  
**Subject:** RE: Electoral Commission lease  
**To:** Simon Farland <s.farland@barfoot.co.nz>

Happy with that.

J

**From:** Simon Farland [mailto:s.farland@barfoot.co.nz]  
**Sent:** Monday, 19 December 2016 3:49 p.m.  
**To:** Jane Hellendoorn

**Subject:** Re: Electoral Commission lease

Hi Jane

Cheers

Simon Farland

Commercial Sales Manager

Barfoot & Thompson

North Shore Commercial

021 779922

09 359 7888

On Dec 19, 2016, at 8:48 AM, Rose Smits <[rose@smalesfarm.co.nz](mailto:rose@smalesfarm.co.nz)> wrote:

Thanks Simon, sounds good.

Kind regards,

**ROSE SMITS**

Property & Facilities Manager

Smales Farm Management

**From:** Simon Farland [<mailto:s.farland@barfoot.co.nz>]

**Sent:** Monday, 19 December 2016 8:46 a.m.

**To:** Rose Smits <[rose@smalesfarm.co.nz](mailto:rose@smalesfarm.co.nz)>

**Subject:** Re: Electoral Commission lease

Hi Rose

Should arrive this morning I would think as soon as I receive it I'll deliver it

Cheers

Regards

Simon Farland

Commercial Sales Manager

Barfoot & Thompson

North Shore Commercial

021 779922

09 359 7888

On Dec 19, 2016, at 8:42 AM, Rose Smits <[rose@smalesfarm.co.nz](mailto:rose@smalesfarm.co.nz)> wrote:

Hi Simon,

Just wondering if you know when we are due to have the original Electoral Commission lease?

I have two other leases coming in this week so I will get the Directors to come in and sign all three at the same time.

Thanks.

Kind regards,

**ROSE SMITS** BBS (VPM)  
Property & Facilities Manager

Smales Farm Management

+ 64 21 715 811

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

<image001.jpg>

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