

8. **GIRL GUIDING NZ – SUBLESSOR’S CONSENT TO ERECT A ROPES COURSE AT THE GROYNES**

General Manager responsible:	General Manager City Environment Group, DDI 941-8549
Officer responsible:	Unit Manager, Transport & Greenspace
Author:	Nick Jenkins , Leasing Consultant, DDI 941-8582

PURPOSE OF REPORT

1. The purpose of this report is to seek the approval of the Shirley/Papanui Community Board to the granting of sub-lessor consent to Girl Guiding New Zealand to erect a ropes course within the sub-leased area at The Groynes.

EXECUTIVE SUMMARY

2. Council entered into a Lease agreement with Environment Canterbury (ECan) for the Groynes commencing on 1 October 1996 for 20 years expiring on 30 September 2016 (“the head lease”).
3. Council subsequently entered into a sub-lease with Girl Guiding New Zealand (GGNZ) for part of the Groynes commencing on 1 November 1987 for five years. This was then varied and extended to 16 years with a right of renewal for a further 21 years, now expiring on 31 October 2024 (“the sublease”).
4. The sublease variation provides that Council may give six months notice or any shorter notice at any time to determine the sublease and such notice shall only be enforceable at such time as the Council receives notice, as lessee, from its leasing authority (Ecan).
5. GGNZ (“sub-lessee”) is seeking approval from Council (“sub-lessor”) to establish and operate a ropes course at the Groynes, as set out in the attached proposal. Subsequently Council will need to seek consent from ECan as required under the head lease.
6. The ropes course will be built and owned by the Kahikatea Adventure Education Trust (“the Trust”) – a charitable trust who until December 2011 owned and operated the Christchurch Ropes Course in South Brighton Domain. This course will replace the one that was removed as a result of damage occurring to South Brighton Domain by the February and June 2011 earthquakes.
7. Following the closure of the South New Brighton ropes course, the Trust consulted with a number of youth, community groups and agencies, identifying continued demand for the course and strong support for the facility to be replaced.
8. This project will be a partnership between GGNZ and the Trust, supported by the Council, and funded by community and corporate groups. It will present a number of unique benefits, including:
 - (a) Creating a leading urban outdoor education / youth development facility for Christchurch;
 - (b) Increasing the number of young people participating in outdoor recreation activities;
 - (c) Providing a highly valuable resource to the Christchurch community, being the only ropes course within the city limits.
9. GGNZ and the Trust will sign a memorandum of understanding detailing the relationship and working agreement. GGNZ will support and provide the land for the ropes course. The Trust will cover the cost of building the ropes course, own and maintain the physical ropes course structures and provide all the associated equipment (refer **Attachment**).
10. Council officers have already had a number meetings and discussions with GGNZ, the Trust and ECan with regard to this ropes course proposal. All parties are unanimously supportive of this proposal.

FINANCIAL IMPLICATIONS

11. There are no direct financial considerations.

Do the Recommendations of this Report Align with 2006-16 LTCCP budgets?

12. Covered by existing unit budgets.

LEGAL CONSIDERATIONS

Have you considered the legal implications of the issue under consideration?

13. Council's Legal Services Unit has considered the ropes course proposal and believe that the ropes course improvements fall within the permitted use of the sublease.

14. Clause 6 of the Sublease provides that:

The Sub-lessee shall not erect on the land any improvements or remove, alter or add to any existing improvements without the consent of the Council.

The Shirley/Papanui Community Board has the power to make decisions as to alterations and/or additions to any building, fence or structure or construction of the same on any reserve land leased by the Council (administered by the Greenspace Unit) to a third party where the lease specifies the requirement of council consent.

15. Clause II (3) in Schedule B of the Head lease also provides that:

That the lessee will throughout the said term keep and maintain all buildings and other erections and improvements of every kind now standing or being or which may hereafter at any time during the said term to be erected or made upon the demised...nothing in this clause shall prevent the lessee from seeking the consent of the lessor to do otherwise in respect of any such building erection or improvement.

16. Therefore GGNZ will require both sub-lessor and head-lessor consent before erecting any new improvements on the land.

ALIGNMENT WITH LTCCP AND ACTIVITY MANAGEMENT PLANS

17. Not applicable.

Do the recommendations of this report support a level of service or project in the 2006-16 LTCCP?

18. Not applicable.

ALIGNMENT WITH STRATEGIES

19. Not applicable.

Do the recommendations align with the Council's strategies?

20. Not applicable.

CONSULTATION FULFILMENT

21. Not applicable.

STAFF RECOMMENDATION

It is recommended that the Shirley / Papanui Community Board:

- (a) Consent to the ropes course improvements being erected within the subleased area at the Groynes by Girl Guiding New Zealand, subject to the following conditions:
 - (i) Council obtaining written consent from Environment Canterbury.
 - (ii) Girl Guiding New Zealand shall be responsible for any costs associated with the installation and operation of the ropes course.
 - (iii) Girl Guiding New Zealand agree to obtain any other consent for the installation and operation of the ropes course including but not limited to any consents required under the Building Act 2004 or the Resource Management Act 1991, at its own cost.
 - (iv) Girl Guiding New Zealand will install and operate the ropes course at its own risk and agree that the Council will not be responsible for any loss damage or injury to any person or property arising out of the ropes course. Girl Guiding New Zealand will indemnify the Council and keep the Council indemnified from and against any claim, demands, losses, damages, costs or expenses suffered or incurred by the Council arising out of the installation, maintenance, operation, repair or removal of the ropes course.
 - (vi) Girl Guiding New Zealand developing a Health and Safety Plan for the proposed activity.

CHAIRPERSON'S RECOMMENDATION

That the staff recommendation be adopted.