



Tent Site Tender Round Information

Thank you for your interest in the upcoming tender round for front row tent sites for Karapiro Regattas for the next two years.

As was the case last year, Clubs and Schools will only be able to include one National Championship regatta in their schedule—either 2019 Maadi Cup or 2020 National Club Champs. This is because most tenders were won by schools in the past and when the Club Nationals were held the first twelve sites sat empty and club tents started at site 13. If you wish to attend the other regatta that was not selected, we will give you first option on your tendered site, but will be charged the going rate for the tent site for the regatta.

THINGS TO REMEMBER

- ◆ Amount Tendered is **per year** and will payable each year
- ◆ Amount tendered is **GST EXCLUSIVE**—we will add GST to it on the invoice.
- ◆ Make sure that all the forms are **SIGNED AND DATED**
- ◆ Make sure that all requested information is supplied.
- ◆ **DO NOT** fill in the tent site number on the License Agreement.
- ◆ The tender is for a **FRONT SITE ONLY**. If your tent is bigger than what can fit on a front site then you will need to pay for a rear site in addition for all regattas. We will allocate the rear site on a permanent basis for the duration of the Licence Agreement and invoice each regatta for the rear site.
- ◆ **DON'T FORGET** to select a Championship Regatta.
- ◆ Tenders **that are less** than what we could reasonably let the sites for on a regatta by regatta basis **will not be accepted**.
- ◆ **REMEMBER** that what you are signing is a legally binding contract.

CONDITIONS OF TENDER

Vendor
KARAPIRO ROWING INCORPORATED

**TENT SITES AT MIGHTY RIVER DOMAIN AT LAKE
KARAPIRO, MAUNGATAUTARI ROAD, CAMBRIDGE**

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**TENDER FOR LICENCE OF TENT SITE AT MIGHTY RIVER DOMAIN AT, LAKE KARAPIRO,
MAUNGATAUTARI ROAD, CAMBRIDGE**

KARAPIRO ROWING INCORPORATED (975678) ("**Vendor**") invites Tenders to take on a licence of one of twelve tent sites more particularly described in the "Particulars of Property" below.

CONDITIONS OF TENDER

1. PARTICULARS OF PROPERTY

- 1.1 One of the twelve front tent sites located on the Spectator bank, Zone E2 of the Mighty River Domain at Lake Karapiro, Maungatautari Road, Leamington of which the First Site is located to the northern end of the Spectator bank progressing in numerical order through to the Last Site on the Spectator bank more particularly shown as E2 on the plan attached as the First Schedule.
- 1.2 The particular Property to be allocated to a successful Tenderer will be determined in accordance with clause 7.

2. PROPERTY

- 2.1 The land offered for licence by Tender is that described in the Particulars of Property above ("**Property**").

3. FORM OF TENDER

- 3.1 Each Tender shall be made by the Tenderer both:
- (a) completing and signing the attached Form of Tender and Tenderer's Particulars; and
 - (b) completing and signing in duplicate the Licence Agreement attached as the Second Schedule ("**Licence**").

A reference in the Licence to "Licensee" shall be a reference to "the Successful Tenderer" (as defined in clause 8.1 of these Conditions) in accordance with these Conditions.

- 3.2 The Tender shall:
- (a) contain the full legal name of the Tenderer, the address and other contact details as specified in the Form of Tender; and
 - (b) be signed with the usual signature of a person or persons authorised to bind the Tenderer and shall be dated.
- 3.3 Where a person signs on behalf of the Tenderer the name and position held by each person signing must also be typed or printed below their signature.

4. CLOSING DATE AND PLACE OF TENDER

- 4.1 The closing date and time for Tenders is 5.00pm on Friday 26 October 2018 ("**Closing Date**").

4.2 Tenders must be either POSTED to the Vendor at "TENDERS, KARAPIRO ROWING INC, C/- 35 TE AWA LANE, RD3, HAMILTON 3283" or alternatively EMAILED to tenders@karapirorowing.com to arrive not later than the Closing Date.

4.3 Tenders shall not be opened until after the Closing Date.

5. INSERTION OF DETAILS

5.1 The Tenderer must insert the following details in the appropriate spaces on the front page of the Licence and in the Form of Tender:

- (a) the Tenderer's name; and
- (b) the annual licence fee (in New Zealand dollars).

5.2 The Tender will be treated as unconditional and if accepted will constitute a binding agreement that is conditional only on the conditions subsequent (if any) stated in the Licence.

5.3 Each Tender must nominate a lump sum figure as the annual licence fee amount without reference to any calculation or subject to variance in price of any component. Referential Tenders (i.e. Tenders providing for a price with an increment over a price or prices nominated by other Tenderers) will be not accepted.

6. SELECTION OF SUCCESSFUL TENDERER(S)

6.1 The Tenderer acknowledges that its Tender is submitted in respect of any **one** of the twelve possible sites making up the Property (refer clause 1 above) and that the Vendor is entitled to select up to twelve successful Tenderers in accordance with the process outlined in this clause 6.

6.2 The Vendor shall rank all Tenders that conform in all respects with these Conditions of Tenders and which are submitted by the Closing Date in order of priority according to the amount of the annual licence fee specified in those Tenders (with the highest annual licence fee amount ranking the Tender in first place and the lowest submitted annual licence fee ranking the Tender in last place) and shall accept the first twelve Tenders according to such ranking.

6.3 In the event that the process in clause 6.2 identifies that there is a tie for the twelfth ranking position of Tenders (i.e. where Tenders contain the same annual licence fee amount), then the Vendor will promptly notify the Tenderers who submitted such tied Tenders who will then be entitled to re-submit an increased annual licence fee in substitution for the amount contained in their original Tender. In the event that a tied Tenderer wishes to submit an increased annual licence fee, it must do so by written notice to the Vendor by not later than two (2) working days after receipt of the Vendor's notice of the tie for twelfth place and such notice shall constitute a variation of the Tenderer's original Tender by increasing the annual licence fee specified in that original Tender. If, after the specified period for any re-submitted Tender to be made:

- (a) any Tenderer submitted an increased annual licence fee, the Vendor will again rank the Tenderers who were previously tied for twelfth place (using the process in clause 6.2) and then accept the first of those Tenders according to such ranking; or

- (b) either; none of the Tenderers submitted an increased annual licence fee; or if any Tenderers submitted an increased annual licence fee but following the Vendor undertaking the re-ranking process in this clause 6.3 there is again a tie for twelfth place (by reason of the resubmitted annual licence fees being identical), then the Vendor will place the names of the tied Tenderers into a ballot and then draw out the name of one Tenderer who will be the successful twelfth Tenderer.

7. ALLOCATION OF TENT SITES TO SUCCESSFUL TENDERERS

- 7.1 The Vendor shall insert details of one of the twelve tent sites as the "Property" into the Licence of each of the successful Tenderers following selection of the relevant tent site in accordance with the process outlined in this clause 7.
- 7.2 The first ranking successful Tenderer identified by the process in clause 6.2 or 7.3 (as the case may be) will be entitled to select which one of the twelve tent sites it wishes to have included as the "Property" in its Licence **provided that** if the first ranking Tenderer does not notify the Vendor within five (5) working days of being notified by the Vendor of its right to select its own tent site, it will be deemed not to have made a selection and its name will be included in the ballot selection process under clause 7.4.
- 7.3 In the event that the process in clause 6.2 identifies that there is a tie for the first ranking position of Tenders (i.e. where Tenders contain the same annual licence fee amount), then the Vendor will promptly notify the Tenderers who submitted such tied Tenders who will then be entitled to re-submit an increased annual licence fee in substitution for the amount contained in their original Tender. In the event that a tied Tenderer wishes to submit an increased annual licence fee, it must do so by written notice to the Vendor by not later than two (2) working days after receipt of the Vendor's notice of the tie for first place and such notice shall constitute a variation of the Tenderer's original Tender by increasing the annual licence fee specified in that original Tender. If, after the specified period for any re-submitted Tender to be made:
 - (a) any Tenderer submitted an increased licence fee, the Vendor will again rank the Tenderers who were previously tied for first place (using the process in clause 6.2) and then accept the first of those Tenders as the first ranking Tender according to such ranking; or
 - (b) either; none of the Tenderers submitted an increased annual licence fee; or if any Tenderers submitted an increased annual licence fee but following the Vendor undertaking the re-ranking process in this clause 7.3 there is again a tie for first place (by reason of the resubmitted annual licence fees being identical), then the Vendor will place the names of the tied Tenderers into a ballot and then draw out the name of one Tenderer who will be the successful first ranking Tenderer.
- 7.4 Following the first ranking Tender's having selected its preferred tent site (if relevant), the Vendor will place the name of each of the successful Tenders (excluding the first ranking Tenderer where such Tenderer has already selected its tent site) into a ballot and then draw out each name. The order in which the names are drawn shall correspond with the tent site allocated to that Tenderer (i.e. the first drawn name will be allocated the lowest numbered available tent site as its Property, the second drawn name will be allocated the next lowest numbered tent site as its Property and so

on subject to any site that has already been selected by the first ranking Tender being excluded from such allocation.)

8. NOTIFICATION OF ACCEPTANCE AND FORMATION OF CONTRACT

- 8.1 Should the Vendor accept any Tender it shall notify the successful Tenderer (“**Successful Tenderer**”) of acceptance by executing the Licence attached to the Tender and inserting the details of the tent site that has been allocated to the Successful Tenderer pursuant to the process specified at clause 7, returning one copy of it to the email address specified in the Form of Tender not later than 5.00pm on 1 November 2018.
- 8.2 Acceptance of a Tender by the Vendor shall result in a contract between the Vendor and the Successful Tenderer and the licence of the Property shall be subject to and completed in accordance with the Licence as amended by these Conditions of Tender and subject to the following specifics:
- (a) the Commencement Date shall be as stated in the Licence;
 - (b) the Property shall be the relevant tent site written into the Licence by the Vendor; and
 - (c) in the event of any conflict between the terms of the Licence and the terms of these Conditions of Tender, the latter shall prevail.

9. ANNUAL LICENCE FEE AND GST

- 9.1 The annual licence fee in any Tender shall be stated to be exclusive of GST. The Successful Tenderer shall pay to the Vendor the "Annual Licence Fee" as stated in the Licence together with GST thereon.

10. ACKNOWLEDGMENT BY TENDERERS

- 10.1 Tenderers shall be deemed to have acknowledged that:
- (a) Tenders are made solely in reliance on the Tenderer's own judgement and not upon any representation statement advertisement or warranty made by the Vendor's agent or any officer or agent of the Vendor. The only warranties given by the Vendor are the warranties (if any) contained in the Licence;
 - (b) the Vendor makes no warranty that the Property is suitable for use or may lawfully be used in its present state and condition for any purpose;
 - (c) the Vendor shall not be liable to the Successful Tenderer in respect of the condition of the Property, or functioning of any drains, water pipes or other services to the Property or the installation thereof;
 - (d) the Successful Tenderer takes a licence of the Property on an “as is where is” basis, and shall be responsible for all costs of compliance with any outstanding requisitions or requirements under any legislation relating to the Property whether before or after the Commencement Date;

- (e) Tenders must contain an annual licence fee of not less than what could reasonably be charged for the same sites for the season on a regatta by regatta basis excluding GST per annum or they will be considered non-conforming Tenders and the Vendor may (but shall not be required to) reject such Tenders even if there are less than 12 Tenders submitted in total;
- (f) Tenders may only be submitted by or on behalf of a New Zealand Secondary School that is a current member of the New Zealand Secondary Schools Rowing Association or a New Zealand Rowing Club that is a member of the New Zealand Rowing Association as the proposed licensee under the Licence and any Tenders submitted by any other party will be considered non-conforming tenders and the Vendor may (but shall not be required to) reject such Tenders even if there are less than 12 Tenders submitted in total;
- (g) Tenderers confirm they understand and agree to comply with the processes outlined for the Vendor to select successful Tenderers, to allocate the tent sites to any such successful Tenderers and to duly complete the Licence to record such allocation as set out in clauses 6, 7 and 7.4 of these Conditions of Tender; and
- (h) no chattels or anything in the nature of a fixture shall be deemed to be included in the Licence and no warranty that any such thing is included in the Licence is expressed or implied.

11. CONFIDENTIALITY OF UNSUCCESSFUL TENDERS

- 11.1 All the Tenders will remain confidential to the Vendor, its employees, solicitors, and agents and the unsuccessful Tenderers.

12. NO MERGER OF CONDITIONS OF TENDER

- 12.1 The Conditions of Tender shall not merge upon acceptance of the Tender or upon commencement of the Licence.

13. GOVERNING LAW

- 13.1 The Tender and any contract arising from it shall be governed by and construed in accordance with the laws of New Zealand. All dates and times referred to are New Zealand times and dates.

14. RIGHTS OF VENDOR

- 14.1 The Vendor reserves the right to do all or any one or more of the following:
 - (a) reject any informal Tender;
 - (b) refuse to accept any Tender from any party other than a New Zealand Rowing Club or New Zealand Secondary School including any Tender otherwise properly complying with these conditions;
 - (c) refuse to accept any Tender containing an annual licence fee of less than the sum specified in clause 10.1(e) including any Tender otherwise properly complying with these conditions;

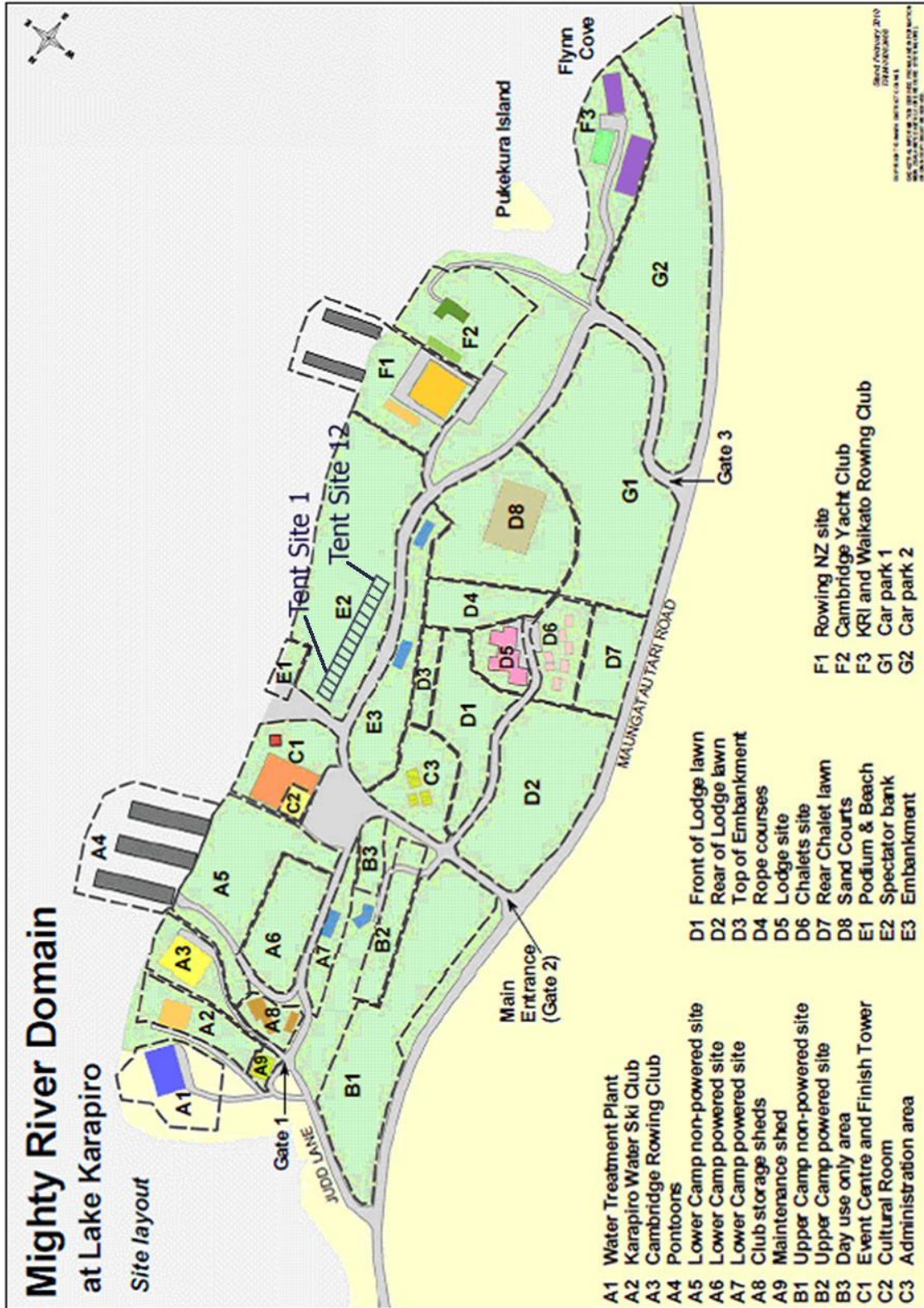
- (d) waive any minor irregularity or informality in the Tendering process or any Tender; and
- (e) re-advertise for Tenders.

15. TENDERS IRREVOCABLE

15.1 Every Tender will be a continuing offer and irrevocable until 5.00 pm on 1 November 2018. The Vendor may accept any Tenders during this period and if the Vendor is capable of withdrawing from any concluded contract during this period it shall still be permissible for the Vendor to accept another Tender up to the closure time for acceptance.

FIRST SCHEDULE

Zone E2 of the Mighty River Domain



SECOND SCHEDULE

Licence for Tent Site

Refer attached.

FORM OF TENDER

for Licence of Tent Site at Lake Karapiro

To: **TENDERS**

KARAPIRO ROWING INCORPORATED

C/- 35 TE AWA LANE

RD3

HAMILTON 3283

From:

(name of tenderer)

Re: Licence to Use Tent Site at Lake Karapiro

1. We Tender the sum ofdollars (**\$.....**)
excluding GST as the annual licence fee for the right to licence the Property described in the
attached Licence signed by us on the terms and conditions expressed and implied in that Licence
as modified by the Conditions of Tender.
2. If this Tender is accepted we agree to complete and fulfil the obligations of the licensee in
accordance with the attached Licence as modified by the Conditions of Tender.
3. Our contact details, for the purposes of clause 3.2 of the Conditions of Tender, are as follows:

.....
(Street Address)

.....
(Postal Address)

.....
(Email address)

.....
(Telephone)

.....
(Facsimile)

.....
(Contact person)

**DEED OF LICENCE FOR TENT SITE AT MIGHTY RIVER DOMAIN AT LAKE
KARAPIRO, MAUNGATAUTARI ROAD, CAMBRIDGE**

DATED: 2018

PARTIES:

(1) **KARAPIRO ROWING INCORPORATED** (975687) ("**Licensor**"); and

(2) ("**Licensee**")

REFERENCE SCHEDULE:

The Property: Front tent site number _____, at Mighty River Domain at Lake Karapiro, Maungatautari Road, Cambridge, comprising an area of approximately 8.5 m by 8.5 m in size.

Commencement Date: Thursday, 1 November 2018

Expiry Date: Monday, 31 August 2020

Annual Licence Fee: \$ _____ excluding GST

Instalments: Annually

Permitted Use: Siting of tents for use by spectators at the following rowing regatta Events (as identified below) from 6.00am on the first day of the relevant Event until 8:00pm on the final day of the relevant Event:

Events

2018-2019 Season	Karapiro Memorial Regatta Karapiro Club Regatta Christmas Regatta Cambridge Town Cup North Island Club Championships Mercury Junior Age Group Regatta North Island Secondary School Championships Any additional regattas deemed to be included by the Licensor
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2019-2020 Season	Karapiro Memorial Regatta Karapiro Club Regatta Christmas Regatta Cambridge Town Cup North Island Club Championships Mercury Junior Age Group Regatta North Island Secondary School Championships Any additional regattas deemed to be included by the Licensor
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Select One Only (tick box)	2019 New Zealand Secondary School Champs (Maadi Cup)	<input type="checkbox"/>
	2020 National Club Rowing Championships	<input type="checkbox"/>

**Licensor's
address for
service:**

Karapiro Rowing Incorporated
C/- KRI Regatta Administration
648 Maungatautari Road
RD2
Cambridge 3494

**Licensee's
address for
service:**

EXECUTED

Signed as a Deed for and on)
behalf of
Karapiro Rowing)
Incorporated as
Licensor by / in the presence of:)

Signature

Witness signature

Print name and
position

Witness name

Signature

Address

Print name and
position

Occupation

Signed as a Deed for and on)
behalf of)
)
as Licensee by / in the)
presence of:)

Signature

Witness signature

Print name and
position

Witness name

Signature

Occupation

Print name and
position

Address

TERMS AND CONDITIONS:

1. **Definitions and Interpretation:** In this Deed unless the context otherwise requires:
 - (a) **"Head Lease"** means each lease for the Property for the time being between the Head Lessor and the Licensor.
 - (b) **"Head Lessor"** means Waipa District Council and their successors and assigns.
 - (c) **"Licence"** means the licence granted by the Licensor to the Licensee under clause 2.
 - (d) **"Term"** means the period from and including the Commencement Date to and including the Expiry Date.
 - (e) Where obligations bind more than one person those obligations shall bind those persons jointly and severally.
 - (f) References in this Deed to the headings in the Reference Schedule shall be references to and shall include the terms and details referred to under those headings. Elsewhere in this Deed, clause headings have been inserted for convenience only and shall not in any way affect the interpretation of this Deed.
 - (g) The benefits and burdens shall be binding upon the parties and their respective successors, executors, administrators and personal representatives, and references to the parties shall be construed accordingly.
 - (h) This Deed includes the Reference Schedule and all plans and other annexures to this Deed.
2. **Agreement to Grant Licence:** The Licensor grants to the Licensee the licence and right to use the Property for the Term upon the terms and conditions of this Deed.
3. **Annual Licence Fee and Goods and Services Tax**
 - (a) The Licensee shall pay the Annual Licence Fee to the Licensor in advance in either annual or monthly instalments (as set out in the following clauses (b) or (c)), as elected by the Licensee and agreed to by the Licensor.
 - (b) The first annual instalment is due for payment within 10 working days of the Commencement Date and, thereafter, annual instalments shall be paid in advance on each and every anniversary of the Commencement Date during the Term.
 - (c) The first monthly instalment is due for payment within 10 working days of the Commencement Date, the second monthly instalment is due for payment on 20 December 2018 and, thereafter, each monthly instalment shall be payable in advance on the 20th of each and every following month during the Term.
 - (d) The Annual Licence Fee instalments shall be paid without deduction or set-off by direct credit referring to the Licensee's name and the words "Tent Site Licence" or as the Licensor may, in writing, otherwise direct.
 - (e) The Licensee shall at the time each instalment of the Annual Licence Fee falls due for payment also pay to the Licensor all goods and services tax payable on that instalment of the Annual Licence Fee.
4. **Use of Property**
 - (a) The Licensee's right to use the Property is exercisable for the duration of those rowing events and at the times and on the dates identified in the Permitted Use.
 - (b) The Property shall only be used for the Permitted Use in accordance with this Deed.
 - (c) Any tents erected on the Property must be located entirely within the boundaries of the Property except that the Licensee may place guy ropes and pegs outside the perimeters of the Property if such placement does not disturb the use and enjoyment of any other person (as may be determined by the Licensor in its sole discretion).
 - (d) The Licensee acknowledges and agrees to the users of other tent sites placing guy ropes and pegs on the Property where such placement does not unreasonably interfere with the Permitted Use.
5. **Risk and indemnity**
 - (a) The Licensee shall use the Property entirely at the Licensee's risk in every respect. The Licensee agrees that the Licensor shall have no liability to the Licensee or any other person for any damage or loss whatsoever suffered by the Licensee or other persons in respect of the Property and use of the same, whether to themselves, their equipment, or otherwise, and the Licensee releases the Licensor from liability or loss arising from, and costs incurred in connection with: damage, loss, injury or death however caused; and anything the Licensor is permitted or required to do under this Deed.
 - (b) The Licensee indemnifies the Licensor against all damage to the Property or loss or claims of any kind sustained or received by the Licensor arising from the use of the Property by the Licensee or the employees or invitees of the Licensee including, without limitation, in connection with: damage, loss, injury or death however caused; the Licensor doing anything which the Licensee must do under this Deed but has not done or which the Licensor considers it has not done properly; any person exercising, or attempting to exercise, a right or remedy in connection with this Deed after the Licensee defaults under this Deed; and if this Deed is terminated under clause 6, the Licensee's breach of this Deed and the termination of this Deed, including the Licensor's loss of the benefit of the Licensee performing its obligations under this Deed from the date of that termination until the last day of the Term.
 - (c) The Licensee agrees to pay amounts due under this indemnity on demand from the Licensor.
6. **Termination for default:** If at any time any of the following occur:
 - (a) the Annual Licence Fee is in arrears for 10 days;
 - (b) any provision of this Deed is breached by the Licensee;
 - (c) the Licensee has a receiver appointed or goes into liquidation;
 - (d) the Licensee fails to keep up to date with any other payments due to Karapiro Rowing Incorporated;
 - (e) the Head Lease terminates for any reason; or

- (f) the Property or the Mighty River Domain are destroyed or damaged to such an extent that in the opinion of the Licensor the Property is no longer able to be accessed or used by the Licensee, then the Licensor may immediately terminate this Deed and remove any equipment or other goods on the Property. At the same time all rights and interests of the Licensee under this Deed shall terminate, but without releasing the Licensee from any liability because of any breach of this Deed or unpaid Annual Licence Fee.
7. **Subject to terms of Head Lease:** Except where they are inconsistent with this Deed, the Licensee shall comply with all obligations imposed on the Licensor as tenant under the Head Lease, insofar as such obligations relate to the use of the Property. The Licensee acknowledges that the rights which the Licensor has under this Deed may be exercised by the Head Lessor as well as by the Licensor.
8. **No lease or assignment**
- (a) This Deed does not create any lease, tenancy or interest in the Property.
- (b) The rights pursuant to this Deed are strictly personal to the Licensee and the Licensee is prohibited from assigning, sublicensing or otherwise dealing with this Deed.
9. **Licensor may remedy:** If the Licensee makes default in the performance of any one or more agreements contained in this Deed then the Licensor may elect to remedy at any time without notice any such default by the Licensee and all money (including interest), penalties and expenses incurred by the Licensor (including legal costs and expenses) in remedying that default will be paid by the Licensee to the Licensor on demand.
10. **Notices:** Any notice or other document required to be given, delivered or served under this Deed may be given, delivered or served by registered post addressed to the relevant address provided in the Reference Schedule of this Deed or should such address have become obsolete then to the registered office, principal place of business or post office box of the party intended to be served or by means of facsimile message to the facsimile number or code of the party intended to be served and any notice or other document will, when given by post, be deemed to have been given or served and received by the other party two working days after the date of posting, and any notice served by facsimile will be deemed to have been given, served and received by the other party 24 hours after transmission AND, in the case of any notice or document required to be served or given by the Licensor to the Licensee, the notice or document may be signed on behalf of the Licensor by any attorney, officer, employee, agent or solicitor of or for the Licensor or any other person authorised by the Licensor from time to time.
11. **Governing Law:** This Deed is governed by New Zealand law and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.