



Mackenzie
DISTRICT COUNCIL

AGENDA

Mackenzie District Licensing Committee Hearing Thursday, 15 October 2026

Date Thursday, 15 October 2026

Time 9:30 am

Location Mackenzie District Council Chambers
53 Main Street
Fairlie

File Reference 1878324

Mackenzie District Licensing Committee

Notice is hereby given that a meeting of the Mackenzie District Licensing Committee will be held in the Mackenzie District Council Chambers, 53 Main Street, Fairlie, on Thursday 15 October 2026, at 9:30 am.

Mackenzie District Licensing Committee Members

Commissioner Sharyn Cain, Jan Spriggs (Mackenzie District Councillor), Peter Burt (Timaru District Councillor)

Reserve member: Craig Rowley (Waimate District Council Mayor)

Quorum – no less than 2 members

Local Authorities (Members' Interests) Act 1968

Committee members are reminded that if you have a pecuniary interest in any item on the agenda, then you must declare this interest and refrain from discussing or voting on this item, and are advised to withdraw from the meeting table.

Paul Cooper

General Manager Regulatory Development and Growth

Order Of Business

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- 1 Apologies**
- 2 Declaration of Conflicts of Interest**

3 Reports

3.1 Application for OFF Licence by Singh Trading (2016) Limited for 83 Main Street, Fairlie to be known as "The Bottle-O Fairlie"

Author: Claire Copeland, Executive Assistant Regulatory Development and Growth

Authoriser: Paul Cooper, General Manager Regulatory Development and Growth

Recommendation

That the Mackenzie District Licensing Committee considers all evidence provided to them in considering the application for OFF licence by Singh Trading (2016) Limited for 83 Main Street, Fairlie to be known as "The Bottle-O Fairlie".

Purpose of Report

- 1 To consider the evidence provided by all parties regarding the application for OFF licence by Singh Trading (2016) Limited for 83 Main Street, Fairlie to be known as "The Bottle-O Fairlie".

Attachments

1. Hearing Proceedings Agenda
2. 26 78 - Application for Off Licence_Redacted
3. Inspectors Report - NO OPPOSITION
4. Ministry of Health - Response - OPPOSITION
5. NZ Police - Response - NO OPPOSITION
6. Greg Newton, Medical Officer of Health Delegate - Brief of Evidence
7. EXHIBIT GN01 - Greg Newton, Medical Officer of Health Delegate
8. Sergeant Samantha Stewart, NZ Police - Brief of Evidence
9. Ramanpreet Kaur, "Applicant" - Brief of Evidence and EXHIBIT's - Legal Counsel, Pervinder Davies_Redacted
10. Chrissie Bell, Objector 1 - Statement of Evidence
11. Craig Allan, Objector 2 - Statement of Evidence
12. Elizabeth Mckenzie, Objector 3 - Statement of Evidence

Mackenzie District Licensing Committee

Agenda



Notice:

I give notice that a public hearing of the Mackenzie District Licensing Committee will be held as follows:

Date: Thursday, 15 October 2026

Time: commencing 9.30am sharp and allowing until 5pm

Venue: Mackenzie District Council Chambers, 53 Main Street, Fairlie.

Paul Cooper, DLC Secretary

District Licensing Committee members (quorum is three members):

Commissioner: Sharyn Cain

Members: Jan Spriggs (Mackenzie District Councillor)

Peter Burt (Timaru District Councillor)

Reserve Member: Craig Rowley (Mayor Waimate District Council)

1. Welcome and Housekeeping – Paul Cooper (DLC Secretary)

Housekeeping

- Please note, this hearing will be visually and audio recorded.
- Mobile phones and electronic devices must be switched off or on silent at all times.
- Breaks, including a 30-minute lunch adjournment, will be taken at the Chair's discretion.
- Please enter and exit the room quietly while proceedings are in session.
- Members of the public must remain seated until called to speak.
- Proceedings are not to be disrupted; no questions or comments are permitted unless invited by the Chair of the District Licensing Committee.

2. Introduction - Commissioner Sharyn Cain

3. Declaration of Conflict of Interest

Members of the Committee to confirm that they do not have a conflict of interest in relation to the application.

4. Overview of the Proceedings

The Chairperson will outline the process for the hearing of evidence from the parties.

5. Procedural matters to be decided

6. Application by Singh Trading (2016) Limited ("The Bottle-O Fairlie")

To be heard:

- Ramanpreet Kaur, "Applicant"

#1877440

Mackenzie District Licensing Committee
15 October 2026

- Pervinder Davies, Counsel for “Applicant”

7. Reporting agencies reports/evidence

To be heard:

- Sergeant Samantha Stewart, New Zealand Police
- Greg Newton, Medical Officer of Health delegate
- Dave Robertson, Ministry of Health ([online](#))
- Sharon Hoogenraad, Chief Licensing Inspector

8. Public objections:

To be heard:

- Dr Liz Gordon, Counsel for objector Chrissie Bell
- Objector 1 - Chrissie Bell
- Objector 2 - Murray Bell, representing Craig Allan
- Objector 3 - Elizabeth McKenzie

Please note that the public objections may not be heard in the order listed, depending on availability and the progression of the hearing.

9. Final comments

The committee may provide the opportunity for final comments and points of clarification.

10. Closing Submissions

May be presented, or a due date will be advised.

11. Exhibits

GN01 - Greg Newton, Medical Officer of Health delegate

SS01 - Sergeant Samantha Stewart, New Zealand Police

RK1, RK2, RK3, RK4, RK5 - Pervinder Davies, Counsel for “Applicant”



Application for Off-Licence or Renewal of Off-Licence

Sale and Supply of Alcohol Act 2012 – Sections 100 and 127(2)



For office use:

Premise name:	The Bottle-O-Fairie		
Application no:	26178	Checked:	
Fee paid:	\$ 866.50	Receipt no:	3434811

#958701

Application for Off-Licence or Renewal of Off-Licence

Form 4

Sections 100 and 127(2), Sale and Supply of Alcohol Act 2012

1. Type of Application

Off-Licence – New ☒

Off-Licence – Renewal ☐

Endorsements (if applicable):

Section 39 – Auctioneer ☐

Section 40 – Remote Sellers of Alcohol ☒

2. Details of Applicant

Company name or full legal name(s) if individual to be on licence:

Singh Trading (2016) Limited

Is a licence already held for the premises or conveyance concerned:

Yes (if yes, state kind of licence): ☐

No ☒

Applicant status:

Natural person ☐

Trustee ☐

Private company ☒

Partnership ☐

Club ☐

Public company ☐

Local authority ☐

Incorporated society ☐

For an applicant that is a natural person or persons:

Gender: Male ☐ Female ☐

Residential address:

Occupation:

Date of birth:

Contact number:

Mobile number:

Email address:

For an applicant that is not a natural person or persons:

Contact name: Pervinder Davies (Lawyer as agent)

Postal address: c/- Pervinder Davies Law, 5 Chert Street, Rolleston 7614

Contact number: 021 2140191 Lawyer Mobile number: [REDACTED]

Email address: pervinder@PervinderDaviesLaw.co.nz

Business details (describe principal business, any other businesses):

The applicant intends to operate the premises as a retail Bottle Store.

Criminal Convictions

Have you (or in the case of a company – any director / partner) ever been convicted of an offence (including traffic but not parking)?

Yes ☐ No ☒

Note: As per the Criminal Records (Clean Slate) Act 2004, if you have no convictions in the last 7 years, you need not declare any convictions prior to that date other than convictions relating to imprisonment or indefinite disqualified from driving. Refer to <http://www.justice.govt.nz/privacy/clean-slate.html>

If yes, give details:

Nature of offence:

Date of conviction:

Penalty suffered:

Nature of offence:

Date of conviction:

Penalty suffered:

Nature of offence:

Date of conviction:

Penalty suffered:

For a company (whether incorporated under the Companies Act 1993 or equivalent foreign legislation), full legal names and addresses of directors:

Name: Ramanpreet Kaur

Address: [REDACTED] Timaru 7910

Date of birth: [REDACTED]

Name: Mandeep Singh

Address: [REDACTED] Timaru 7910

Date of birth: [REDACTED]

Name:

Address:

Date of birth:

For a private company incorporated under the Companies Act 1993:

Authorised capital: 100 shares

Paid up capital:

Full details of each person who holds 20% or more of the shares, or of any particular class of shares, issued by the company:

Name: Mandeep Singh

Address: [REDACTED] Timaru

Date of birth: [REDACTED]

Place of birth: [REDACTED]

Designation: Director/Shareholder

Face value of shares: 100 shares

Name:

Address:

Date of birth:

Place of birth:

Designation:

Face value of shares:

Name:

Address:

Date of birth:

Place of birth:

Designation:

Face value of shares:

For a partnership, full details of each partner as follows:

Name:

Address:

Date of birth:

Place of birth:

Signature:

Name:

Address:

Date of birth:

Place of birth:

Signature:

Name:

Address:

Date of birth:

Place of birth:

Signature:

3. Details of Premises

Address of premises:

83 Main Street, Fairlie, Mackenzie District

Any name, trading name, or name of building:

The Bottle-O Fairlie

If not owned by applicant:

Tenure (state whether to be held as leasehold, or under tenancy agreement or licence):

The applicant has purchased the property conditional to the grant of the licence.

Full legal name and address of owner:

Aorangi Electric 1998 Limited (current owners); 9 Argyll Street, Fairlie 7925
aorangielectric@gmail.com

Is the licence conditional on completion of building work:

Yes ☐

No ☒

If yes, state kind of licence:

4. Details of Conveyance

Kind (e.g. ship, railway carriage, bus etc):

Tenure (i.e. owned by applicant or operated under charter, lease or licence):

If not owned by applicant, full legal name and address of owner:

Any registration number:

Any home base address:

Any name used or proposed for conveyance:

Is licence conditional on completion of construction work:

Yes ☐

No ☐

If yes, state details:

5. Details of Managers

Manager 1:

Full legal name: Ramanpreet Kaur

Address: [REDACTED] Timaru

Date of birth: [REDACTED] Certificate number / expiry: 64/CERT/2/2020 15/01/2027

Manager 2:

Full legal name: Mandeep Singh

Address: [REDACTED] Timaru

Date of birth: [REDACTED] Certificate number / expiry: 15/CERT/4003/2016
23/05/2028

** The applicant will employ additional duty managers once the licence is granted.

Manager 3: *Matthew James Scott*

Full legal name:

Address:

Date of birth:

Certificate number / expiry:

Manager 4: *Matthew James Scott*

Full legal name:

Address:

Date of birth:

Certificate number / expiry:

Manager 5: *Matthew James Scott*

Full legal name:

Address:

Date of birth:

Certificate number / expiry:

Manager 6: *Matthew James Scott*

Full legal name:

Address:

Date of birth:

Certificate number / expiry:

6. Business Details

General nature of the business to be conducted by applicant in the premises if licence granted:

Supermarket ☐

Grocery store ☐

Tavern (across the bar) ☐

Standalone bottle store ☒

Hotel (across the bar) ☐

Other ☐

If other:

Is sale of alcohol intended to be principal purpose of business: Yes ☒ No ☐

If no, intended principal purpose of business:

Is applicant engaged, or intending to be engaged, in the sale or supply of any goods other than alcohol and food, or in the provision of any services other than those directly related to the sale or supply of alcohol and food: Yes ☐ No ☒

If yes, nature of other goods or services:

On which days and hours does the applicant intend to sell alcohol under this licence:

Monday to Sunday 10:00 am to 9:00 pm

7. Conditions

Experience and training of applicant:

The directors are well experienced in the sale and supply of alcohol. They also own and operate two other bottle stores, namely Bottle-O Washdyke and Bottle-O Pleasant Point. They fully understand their responsibilities as a licensee and have systems in place at their existing stores to ensure compliance with the law. Both directors also hold a current duty manager's certificate.

What steps does the applicant propose to prevent the sale and supply of alcohol to prohibited people?

The applicant will have similar systems in place as their current stores to prevent the sale and supply of alcohol to prohibited people. All staff will receive regular training in the requirements of the Sale and Supply of Alcohol Act 2012, including age verification and identifying signs of intoxication. A strict "No ID, No Sale" policy will be enforced, with only valid photo ID accepted. Clear signage will be displayed throughout the store, and a certified duty manager will always be present during trading hours.

What other steps does the applicant propose to take aimed at promoting the responsible consumption of alcohol?

The applicant will have CCTV operating throughout the store to monitor customers behaviour and support safe sales practices. Staff will be trained at regular intervals in host responsibility, including how to identify and respond to risky behaviour and promote safe drinking messages. Alcohol will never be advertised or promoted in a way that would encourage bulk buying or excessive consumption. The applicant will adopt similar practices as its current stores to ensure responsible sale & supply.

What other systems (including training systems), and staff in place (or to be in place) for compliance with the Act?

The premises will be kept well lit and tidy. The lighting inside and outside will be appropriate so staff can check ID properly and monitor customers coming inside the store. The POS system will remind staff to ask for ID from anyone who appears under 25 years of age. Trained and qualified staff will be employed to ensure they understand their responsibilities under the law and know how to operate the store responsibly in a small community such as Fairlie.

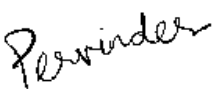
Are any changes sought to the present conditions of the licence: Yes ☐ No ☒

If yes, what changes were sought:

What are the full reasons for the changes sought:

8. Signature and Date

I acknowledge that I understand my obligations as prescribed by the Sale and Supply of Alcohol Act 2012:

Signature of applicant: p.p. 

Position: Director

Date: 11/06/2026

If this form is being completed online, you will not be able, or required to sign this form and the online lodgement will be treated as confirmation of your acknowledgement and acceptance of the above responsibilities and liabilities and that you have made the above representations, warranties and certification.

When complete, please email this form to the email address below.

For assistance please contact:

Liquor Licencing
Timaru District Council
2 King George Place
PO Box 522
Timaru 7940

Lodgement Email: liquoradmin@timdc.govt.nz

Phone: 03 687 7200

Payment of Fees

Please make payment at the time of lodgement to the following bank account:

Timaru District Council
02 0888 0269159 00

For new licences, please contact us for an Invoice prior to lodging your application.

Reference: Invoice number (if renewal)

Particulars: Applicant name

Notes

- 1 This form must be accompanied by the prescribed fee.
- 2 Within 20 working days after filing this application with the District Licensing Committee (or 10 working days if it is an application for renewal), the applicant must give public notice of it in form 7. The notice must be given in compliance with regulation 36, 37, or 38 of the Sale and Supply of Alcohol Regulations 2013 (whichever applies to this application).
- 3 Except in the case of a conveyance, within 10 working days after filing this application with the District Licensing Committee, the applicant must ensure that notice of this application in form 7 is attached in a conspicuous place on or adjacent to the site to which this application relates (unless the Secretary of the District Licensing Committee agrees that it is impracticable or unreasonable to do so).

Checklist

Please read and complete this checklist BEFORE submitting the application.

Include with application form:

Photo of principal entrance.

Host responsibility policy.

Floor plan showing:

- Each area to be designated as an:
 - Undesignated area (any person of any age may be present on the premises); or
 - Supervised area (persons under 18 may be present, but only if accompanied by a parent or legal guardian. Those under 18 cannot be sold alcohol); or
 - Restricted area (no person under 18 may be present on the premises)
- Principal entrance.
- Location of CCTV cameras.
- Location of any security lighting.

Copy of menu(s).

Fire evacuation form.

In addition, new premises require:

Copies of planning consent (new applications only).

Copies of all relevant building certificate consents.

For body corporate applicant - copy of certificate of incorporation.

CPTED checklist.

Amenity and good order questionnaire.

Statement by owner of premises not objecting to issue of liquor licence

Attachment 1: Fire Evacuation Form

Sections 100(d) and 127(2)(e), Sale and Supply of Alcohol Act 2012

Premises: **The Bottle-O Fairlie**

Premise address: **83 Main Street, Fairlie, Mackenzie District**

Applicants name: **Singh Trading (2016) Limited**

Applicants address:

c/- **Pervinder Davies Law, 5 Chert Street, Rolleston 7614**

Contact name: **Pervinder Davies, Lawyer as agent**

Contact phone number: **021 2140191**

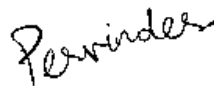
Email address: **pervinder@PervinderDaviesLaw.co.nz**

The applicant states that (tick one):

- ☒ The owner of the building in which the premises are situated provides and maintains an evacuation scheme as required by Section 76 of the Fire and Emergency New Zealand Act 2017 (copy over page); or
- ☒ because of the building's current use, its owner is not required to provide and maintain such a scheme; or
- ☐ because of the nature of the building, its owner is exempt from the requirement to provide and maintain such a scheme.

Please note that this is a legal document. Any questions please contact Fire and Emergency New Zealand at www.fireandemergency.nz or phone 03 684 1200.

Signature of applicant: p.p.



Designation: **Director**

Date: **11/06/2026**

A copy of this document may be sent to Fire and Emergency New Zealand (FENZ) for its information.

Fire and Emergency New Zealand Act 2017

- 75 Relevant building defined for purposes of sections 76 to 79
- (1) In sections 76 to 79, relevant building means a building or part of a building used for 1 or more of the following purposes:
 - (a) the gathering together, for any purpose, of 100 or more persons;
 - (b) providing employment facilities for 10 or more persons;
 - (c) providing accommodation for 6 or more persons (other than in 3 or fewer household units);
 - (d) a place where hazardous substances are present in quantities exceeding the prescribed minimum amounts, whatever the purpose for which the building is used;
 - (e) providing an early childhood education and care centre (other than in a household unit);
 - (f) providing nursing, medical, or geriatric care (other than in a household unit);
 - (g) providing specialised care for persons with disabilities (other than in a household unit);
 - (h) providing accommodation for persons under lawful detention (not being persons serving a sentence of home detention or community detention, or serving a sentence of imprisonment on home detention, or on parole subject to residential restrictions imposed under section 15 of the Parole Act 2002);
 - (i) any other prescribed purpose.
 - (2) However, in sections 76 to 79, relevant building does not include premises of a mission (as defined in section 2(1) of the Diplomatic Privileges and Immunities Act 1968).
 - (3) In this section, early childhood education and care centre has the same meaning as in section 310 of the Education Act 1989.
- 76 Owner must provide and maintain evacuation scheme for relevant building
- (1) The owner of a relevant building must provide an evacuation scheme that is designed to enable evacuation from the scene of a fire or an alarm of fire safely to a place of safety within a reasonable time.
 - (2) The owner of a relevant building must maintain an evacuation scheme that has been approved by FENZ under section 77.
 - (3) However, the owner of a relevant building is not required to provide or maintain an evacuation scheme for the building if—
 - (a) the building is used for a purpose specified in section 75(1)(b) or (c); and
 - (b) the building has an automatic sprinkler system; and
 - (c) the owner of the relevant building notifies FENZ, in writing and in the prescribed form (if any), that the building does not require an evacuation scheme.
 - (4) A person who knowingly contravenes subsection (1) or (2) commits an offence and is liable on conviction,—
 - (a) in the case of an individual, to a term of imprisonment not exceeding 6 months or to a fine not exceeding \$75,000, or both;
 - (b) in any other case, to a fine not exceeding \$150,000.
 - (5) In this section,—
 - automatic sprinkler system means an automatic sprinkler system that satisfies the minimum standard required by regulations made under section 192(1)(c)
 - evacuation scheme means an evacuation scheme that complies with regulations made under section 192(1)(b).

Attachment 2: Public Notice of Application*Form 7**Sections 101, Sale and Supply of Alcohol Act 2012*

Company name or full legal name of applicant:

Singh Trading (2016) Limited

Has made an application to the
District Licensing Committee for the
of anTimaru ☐Mackenzie ☒Waimate ☐Issue ☒Renewal ☐☐ On☒ Off☐ Club☐ Endorsed On☐ Endorsed Off

In respect of the premises situated at:

83 Main Street, Fairlie, Mackenzie District

Or the (specify kind of conveyance):

Known as: The Bottle-O Fairlie

The general nature of the business conducted (or to be conducted) under the licence is:

Hotel ☐Tavern ☐Restaurant ☐Bottle Store ☒Club ☐Supermarket ☐Entertainment / Night Club ☐Auctioneer ☐Remote Seller ☐Winery ☐BYO ☐Function Centre ☐Caterer ☐Other: ☐The days on which and the hours during which alcohol is (or is intended to be) sold under
the licence are (specify days and hours):

Monday to Sunday 10:00 am to 9:00 pm

*The application may be inspected during ordinary office hours at the office of the Timaru / Mackenzie /
Waimate District Licensing Committee at 2 King George Place, Timaru.**Any person who is entitled to object and who wishes to object to the issue of the licence may, not later
than 15 working days after the date of the publication of this notice, file a notice in writing of the
objection with the Secretary of the District Licensing Committee at Timaru District Council, PO Box 527,
Timaru 7940.**No objection to the issue of a licence may be made in relation to a matter other than a matter specified
in section 105(1) of the Sale and Supply of Alcohol Act 2012.**No objection to the renewal of a licence may be made in relation to a matter other than a matter
specified in section 131 of the Sale and Supply of Alcohol Act 2012.*Application for Off-Licence or Renewal of Off-Licence
Mackenzie, Timaru, Waimate District Licensing Committee#958761
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Additional Information Required for New Premises

Please complete the following forms and include with your application

Premise name: The Bottle-O Fairlie

Premise address: 83 Main Street, Fairlie, Mackenzie District



1. CPTED Checklist for Licensed Premises

CPTED is Crime Prevention Through Environmental Design. This checklist is a tool to help you with the safe management of your premises. It may be used in discussion with a licensing inspector. A "Licensed Premises CPTED Guide" can also be found on the Health Promotion Agency website (www.alcohol.org.nz/research-resources/latest-resources).

The premises will operate as a Bottle Store. Not all the questions are relevant

Bar Area

- Bar staff have good visibility of entire premises ☒ Yes ☐ No ☐ N/A
- Area behind the bar is raised to improve visibility ☐ Yes ☐ No ☒ N/A
- Bar area is open with no obstructions affecting monitoring of premises ☐ Yes ☐ No ☒ N/A
- Cash registers are front facing ☒ Yes ☐ No ☐ N/A
- If cash registers are not front facing, mirrors are installed for monitoring customers ☐ Yes ☐ No ☐ N/A
- Safe is out of public view ☒ Yes ☐ No ☐ N/A

Internal Layout

- Premises is laid out so staff can monitor patrons at all times ☒ Yes ☐ No ☐ N/A
- There are no obstructions within the bar causing blind spots ☐ Yes ☐ No ☐ N/A
- Where there may be blind spots, mirrors or CCTV are installed ☒ Yes ☒ No ☒ N/A
- Bar is easily approached by customers ☐ Yes ☐ No ☐ N/A
- Customers can easily move around the premises ☐ Yes ☐ No ☒ N/A
- Sufficient seating is provided ☐ Yes ☒ No ☐ N/A
- Customers cannot climb on structures or fittings ☒ Yes ☐ No ☒ N/A

Crowding

- The premises are not overcrowded ☐ Yes ☒ No ☐ N/A
- The maximum number of patrons for the premises is displayed and complied with ☐ Yes ☐ No ☒ N/A

Lighting

- Internal lighting is suitable ☒ Yes ☐ No ☐ N/A
- Lighting allows door staff to check IDs etc ☒ Yes ☐ No ☐ N/A
- Lighting allows staff to monitor patrons inside the premises ☒ Yes ☐ No ☐ N/A
- No areas are too dark inside the premises ☒ Yes ☐ No ☐ N/A
- Internal lighting can be raised in an emergency or incident and at closing time ☒ Yes ☐ No ☐ N/A

- External lighting is suitable ☒ Yes ☐ No ☐ N/A
- External security lighting is installed ☒ Yes ☐ No ☐ N/A

Ventilation

- A ventilation system is installed ☒ Yes ☐ No ☐ N/A
- The premises are maintained at a suitable temperature ☒ Yes ☐ No ☐ N/A

Outdoor Drinking Areas

- Outdoor drinking areas are monitored by bar and/or security staff ☐ Yes ☐ No ☒ N/A
- Lighting allows staff to monitor patrons ☐ Yes ☐ No ☒ N/A
- Customers can move easily around the outdoor drinking areas ☐ Yes ☐ No ☒ N/A
- Outdoor drinking areas are well defined from surrounding external environments ☐ Yes ☐ No ☒ N/A
- Pavement creep is not evident ☐ Yes ☐ No ☒ N/A
- Outdoor drinking areas are not overcrowded ☐ Yes ☐ No ☒ N/A
- A street trading licence or equivalent is held and is current ☐ Yes ☐ No ☒ N/A

CCTV

- CCTV is installed ☒ Yes ☐ No ☐ N/A
- CCTV is positioned to monitor vulnerable areas ☒ Yes ☐ No ☐ N/A
- Patrons are aware of the CCTV system ☒ Yes ☐ No ☐ N/A
- Staff understand its operation ☒ Yes ☐ No ☐ N/A

Entrances and Exits

- Entrances and exits are visible from behind the bar area ☒ Yes ☐ No ☐ N/A
- CCTV is installed to monitor blind entrances and exits ☒ Yes ☐ No ☐ N/A
- Door staff monitor entrances and exits ☐ Yes ☐ No ☒ N/A
- Where queuing occurs outside the premises, there is sufficient space ☐ Yes ☐ No ☒ N/A

Toilets

- Toilet facility entrances are visible from the bar area ☐ Yes ☐ No ☒ N/A
- Toilets are inspected regularly ☐ Yes ☐ No ☒ N/A

Staff

- There are sufficient numbers of staff to ensure control of the premises ☒ Yes ☐ No ☐ N/A
- Staff are visible to patrons ☒ Yes ☐ No ☐ N/A
- Staff monitor the premises for conflict and crime ☒ Yes ☐ No ☐ N/A
- Security staff are properly trained and certified ☐ Yes ☐ No ☒ N/A

2. Amenity and Good Order Questionnaire

The reporting agencies must consider the effects the issue of the licence will have on amenity and good order – please answer the following:

The reporting agencies must consider the effects the issue of the licence will have on amenity and good order – please answer the following (for all licences):

Advise proximity to all childcare centres, schools and churches within 500 metres – a site plan would assist:

St Columba Church is 160m south of the premises.

Fairlie Primary School is 350 m west of the premises.

Mackenzie College is around 600m southwest of the premises.

How many residential neighbours would you have within 50 metres?

There are no residential neighbours within 50m of the premises. The site is located in the Fairlie Village Centre and is surrounded by other retail businesses in close proximity.

Security – what security systems do you have and state location (outdoor lighting, indoor/outdoor CCTV, other?)

The premises will have CCTV cameras installed to monitor customers and staff security. The lighting inside and outside will be appropriate to deter loiterers and to allow staff to check ID of anyone who appears under 25 years of age.

Internal layout – can the entire premises be seen by the cashier? Is there good visibility in the cool store areas (off-licence)? Where there are blind spots, are mirrors or CCTV installed? Is the internal lighting inside the premises suitable?

Proposed floor plan is attached. The entire premises can be seen by the cashier. There may be some blindspots in the chiller but those will be covered by the CCTV cameras.

Windows – Is there good visibility into and from the premises and the street?

Yes, there will be good visibility into and from the premises and the street.

Lighting – does the lighting outside the premises discourage loitering? Does the lighting allow staff to check IDs etc?

The lighting outside will be suitable to discourage loiterers. The lighting inside will be sufficient for staff to check IDs. The premises will be kept well-lit.

Security – will you employ security staff and when will they be used?

The applicant does not intend to employ security staff.

Security staff – how many security staff hold a Certificate of Approval and formal registration or qualification?

As above.

Additional information required for on-licence / club licence:

Noise

Explain clearly all types (amplified music or large crowd noise related) of entertainment you will be providing and when

Noise management – do you have a noise management plan or acoustic report?

Soundproofing – what soundproofing has been undertaken?

Systems and Staff Training

Are you involved in any mystery shopper/pseudo CPO programmes?

No.

What till prompt systems do you have regarding age checks?

The applicant will be operating under the Bottle-O franchise and will have the same till prompt systems that are being used at its store in Timaru. The till prompt system will ask staff to check ID before a transaction is complete.

What staff training is provided with regard to Sale of Alcohol compliance and Host Responsibility practices – explain content, duration and how often this training is provided (please provide copies of any written material you supply to staff regarding staff training).

The applicant uses the Bottle-O training resources to train staff at its existing stores. The premises will operate under the Bottle-O franchise and therefore will have the ability to use the same training resources at the premises. Staff will be trained at regular intervals in topics such as the conditions of licence, host responsibility policy, age verification systems, and Intoxication Assessment Tool.

Marketing and Promotions

What percentage of the front windows will be clear and transparent?

The windows will be clear and transparent. The applicant does not propose any advertising on the windows other than franchise branding/trading name.

What is the target market for the business?

The target market for the business is the local residents of Fairlie. This will include working-age adults, in farming, agriculture, or trades. Additionally, passing travellers, holidaymakers or people on rural routes passing through Fairlie are likely to visit the premises to do their shopping. Local hospitality venues may also purchase alcohol for their businesses from the premises.

What is your policy regarding pricing and promotions?

The applicant will follow pricing and promotions organised by the Bottle-O headoffice. The applicant will not offer any discounts contrary to the franchise policies and alcoholic products will certainly not be sold at a discount of 75% or more.

Will there be single sales (off licence only)?

The applicant will not sell any singles of alcoholic products under \$6.00 and will be happy to have that included as a condition on the licence.

Is this your first licensed premises? ☐ Yes ☒ No

The granting of this application will contribute to the Object of the Act by:

Steps taken to ensure the sale, supply and consumption of alcohol will be undertaken safely and responsibly

The applicant will ensure the safe and responsible sale of alcohol through a prominently displayed Host Responsibility Policy, strict age verification requiring photo ID from anyone appearing under 25, and refusal of service to any visibly intoxicated person or suspected proxy buyer. All staff will complete host responsibility training prior to serving unsupervised, with six monthly refresher training, and the store will operate within its licence conditions.

The reduction of harm caused by the excessive or inappropriate consumption of alcohol by:

By training all staff to identify and refuse service to visibly intoxicated customers, actively preventing proxy purchasing, and maintaining a strict age verification policy. Helpline numbers and support contacts will be displayed in-store, and the applicant will foster a responsible retail culture where commercial pressure will never override the obligation to protect the safety and wellbeing of customers and the wider community.

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

This form is approved by The Law Association of New Zealand Inc. and by the Real Estate Institute of New Zealand Inc.

DATE: 14th May 2026

VENDOR:

Aorangi Electric (1998) Limited

PURCHASER:

Singh Trading (2016) Limited

and/or nominee

The vendor is registered under the GST Act in respect of the transaction and/or will be so registered at settlement: **Yes/No**
If "Yes", Schedule 1 must be completed by the parties.

Purchase price allocation (PPA) is relevant to the parties for income tax and/or GST purposes: **Vendor Yes/No**
If both parties answer "Yes", use of the PPA addendum for this agreement is recommended. **Purchaser/Purchaser's Nominee Yes/No**

PROPERTY

Address: 83 Main Street, Fairlie, Mackenzie District

Estate: FREEHOLD

~~STRATUM-IN-LEASEHOLD~~

~~LEASEHOLD~~

~~GROSS-LEASE (FREEHOLD)~~

~~STRATUM-IN-FREEHOLD~~

~~GROSS-LEASE (LEASEHOLD)~~

If none of the above are deleted, the estate being sold is the first option of freehold.

Legal Description:

Area (more or less):
736

Lot/Flat/Unit:
Lot 1

DP:
16611

Record of Title (unique identifier):
CB575/1

PAYMENT OF PURCHASE PRICE

Purchase price: \$ 4,000,000

Plus GST (if any) OR Inclusive of GST (if any)

If neither is deleted, the purchase price includes GST (if any).

GST date (refer clause 13.0):

Deposit (refer clause 2.0): \$ 10% of the purchase price payable to Whalan & Partners Ltd Trust Account (12 3191 0007646 01) upon confirmation of this agreement.

Balance of purchase price to be paid or satisfied as follows:

(1) By payment in cleared funds on the settlement date which is: 10 working days from confirmation of this agreement.

OR

(2) In the manner described in the Further Terms of Sale.

Interest rate for late settlement:

14% p.a.

CONDITIONS (refer clause 9.0)

Finance required (clause 9.1):

Yes/No

Finance date:

LIM required (clause 9.3):

Yes/No

LIM date:

Building report required (clause 9.4):

Yes/No

Building report date:

Toxicology report required (clause 9.5):

Yes/No

Toxicology report date:

OIA consent required (clause 9.6):

Yes/No

OIA date (clause 9.8):

Land Act consent required (clause 9.7):

Yes/No

Land Act date (clause 9.8):

TENANCIES

Particulars of any tenancies are set out in Schedule 3 or another schedule attached to this agreement by the parties.

Yes/No

It is agreed that the vendor sells and the purchaser purchases the property, and any chattels listed, on the terms and conditions of this agreement.

Release date: 21 April 2026

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GENERAL TERMS OF SALE

1.0 Definitions, time for performance, notices, and Interpretation

1.1 Definitions

- (1) Unless the context requires a different interpretation, words and phrases not otherwise defined have the same meanings ascribed to those words and phrases in the Goods and Services Tax Act 1985, the Property Law Act 2007, the Resource Management Act 1991 or the Unit Titles Act 2010.
- (2) "Accessory unit", "owner", "principal unit", "unit", and "unit plan" have the meanings ascribed to those terms in the Unit Titles Act.
- (3) "Agreement" means this document including the front page, these General Terms of Sale, any Further Terms of Sale, and any schedules and attachments.
- (4) "Appointee", for the purposes of clause 10, means:
 - (a) an experienced property lawyer or an experienced litigator or an expert committee (such as a committee of TLANZ) appointed by the parties; and
 - (b) where, for the purposes of clause 10.B(4), the claim for compensation is made under clause 5.2, the appointee may be an experienced registered valuer or quantity surveyor appointed by the parties; but
 - (c) If the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president.
- (5) "Associated person", "conveyancer", "offshore RLWT person", "residential land purchase amount", "RLWT", "RLWT certificate of exemption" and "RLWT rules" have the meanings ascribed to those terms in the Income Tax Act 2007.
- (6) "Automatic garage door facility" means an electronic facility for the opening and closing of a garage door, operated by a garage door remote control.
- (7) "Building", "building consent", "code compliance certificate", "commercial on-seller", "compliance schedule" and "household unit" have the meanings ascribed to those terms in the Building Act.
- (8) "Building Act" means the Building Act 1991 and/or the Building Act 2004.
- (9) "Building report date" means the building report date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement.
- (10) "Building warrant of fitness" means a building warrant of fitness supplied to a territorial authority under the Building Act.
- (11) "Cleared funds" means an electronic transfer of funds that has been made strictly in accordance with the requirements set out in the PLS Guidelines.
- (12) "Commissioner" has the meaning ascribed to that term in the Tax Administration Act 1994.
- (13) "Default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the vendor (or where the vendor 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 agreement but does not include any such sum levied against the vendor (or where the vendor is or was a member of a GST group its representative member) by reason of a default or delay by the vendor after payment of the GST to the vendor by the purchaser.
- (14) "Electronic instrument" has the same meaning as ascribed to that term in the Land Transfer Act 2017.
- (15) "Finance date" means the finance date stated on the front page of this agreement, or if no date is stated, means the tenth working day after the date of this agreement.
- (16) "Going concern", "goods", "principal place of residence", "recipient", "registered person", "registration number", "supply", "taxable activity" and "taxable supply" have the meanings ascribed to those terms in the GST Act.
- (17) "GST" means 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.
- (18) "Key" includes any instrument, tool, or device for opening and shutting a lock to the property, whether a physical key, an electronic key, a code, a combination of these, or otherwise.
- (19) "Land Act date" means the Land Act date stated on the front page of this agreement, or if no date is stated, has the meaning described in clause 9.8.
- (20) "Landonline Workspace" means an electronic workspace facility approved by the Registrar-General of Land pursuant to the provisions of the Land Transfer Act 2017.
- (21) "Leases" means any tenancy agreement, agreement to lease (if applicable), lease, sublease, or licence to occupy in respect of the property, and includes any receipt or other evidence of payment of any bond and any formal or informal document or letter evidencing any variation, renewal, extension, review, or assignment.
- (22) "LIM" means a land information memorandum issued pursuant to the Local Government Official Information and Meetings Act 1987.
- (23) "LIM date" means the LIM date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement, taking into account clause 1.1(50)(c).
- (24) "LINZ" means Land Information New Zealand.
- (25) "Local authority" means a territorial authority or a regional council.
- (26) "OIA consent" means consent to purchase the property under the Overseas Investment Act 2005.
- (27) "OIA date" means the OIA date stated on the front page of this agreement, or if no date is stated, has the meaning described in clause 9.8.
- (28) "PLS Guidelines" means the most recent edition, as at the date of this agreement, of the New Zealand Law Society Property Law Section Guidelines, issued by the New Zealand Law Society.
- (29) "President" means the president of TLANZ, or other authorised delegate.
- (30) "Proceedings" means any application to any court or tribunal or any referral or submission to mediation, adjudication or arbitration or any other dispute resolution procedure.
- (31) "Property" means the property described in this agreement.
- (32) "Purchase price" means the total purchase price stated in this agreement which the purchaser has agreed to pay the vendor for the property and the chattels included in the sale.

- (33) "Purchase price allocation" means an allocation of the purchase price, and (if applicable) any other consideration for the property and the chattels included in the sale, to the property, chattels or any part thereof that affects a person's tax position under the Income Tax Act 2007 and/or the GST Act.
- (34) "Regional council" means a regional council within the meaning of the Local Government Act 2002.
- (35) "REINZ" means the Real Estate Institute of New Zealand Incorporated.
- (36) "Remote settlement" means settlement of the sale and purchase of the property by way of the purchaser's lawyer paying the moneys due and payable on the settlement date directly into the trust account of the vendor's lawyer, in consideration of the vendor agreeing to meet the vendor's obligations under clause 3.8(2), pursuant to the protocol for remote settlement recommended in the PLS Guidelines.
- (37) "Residential (but not otherwise sensitive) land" has the meaning ascribed to that term in the Overseas Investment Act 2005.
- (38) "Rules" means body corporate operational rules under the Unit Titles Act.
- (39) "Secure web document exchange" means an electronic messaging service enabling messages and electronic documents to be posted by one party to a secure website to be viewed by the other party immediately after posting.
- (40) "Settlement" means (unless otherwise agreed by the parties in writing) the moment in time when the vendor and purchaser have fulfilled their obligations under clause 3.8.
- (41) "Settlement date" means the date specified as such in this agreement.
- (42) "Settlement statement" means a statement showing the purchase price, plus any GST payable by the purchaser in addition to the purchase price, less any deposit or other payments or allowances to be credited to the purchaser, together with apportionments of all incomes and outgoings apportioned at the settlement date.
- (43) "Tax information" and "tax statement" have the meanings ascribed to those terms in the Land Transfer Act 2017.
- (44) "Territorial authority" means a territorial authority within the meaning of the Local Government Act 2002.
- (45) "Title" includes where appropriate a record of title within the meaning of the Land Transfer Act 2017.
- (46) "TLANZ" means The Law Association of New Zealand Incorporated.
- (47) "Toxicology report date" means the toxicology report date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement.
- (48) "Unit title" means a unit title under the Unit Titles Act.
- (49) "Unit Titles Act" means the Unit Titles Act 2010.
- (50) "Working day" means any day of the week other than:
- Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday and Labour Day;
 - if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
 - a day in the period commencing on the 24th day of December in any year and ending on the 5th day of January (or in the case of the LIM date, ending on the 15th day of January) in the following year, both days inclusive;
 - the day observed as the anniversary of any province in which the property is situated;
 - the day on which a public holiday is observed to acknowledge Matariki, pursuant to the Te Kāhui o Matariki Public Holiday Act 2022; and
 - any other day that the Government of New Zealand declares to be a public holiday.
- A working day shall be deemed to commence at 9.00 am and to terminate at 5.00 pm.
- 1.2 Unless a contrary intention appears on the front page or elsewhere in this agreement:
- the interest rate for late settlement 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 interest rate for late settlement is payable, plus 5% per annum; and
 - a party is in default if it did not do what it has contracted to do to enable settlement to occur, regardless of the cause of such failure.
- 1.3 Time for Performance
- Where the day nominated for settlement or the fulfilment of a condition is not a working day, then the settlement date or the date for fulfilment of the condition shall be the last working day before the day so nominated.
 - Any act done pursuant to this agreement by a party, including service of notices, after 5.00 pm on a working day, or on a day that is not a working day, shall be deemed to have been done at 9.00 am on the next succeeding working day.
 - Where two or more acts done pursuant to this agreement, including service of notices, are deemed to have been done at the same time, they shall take effect in the order in which they would have taken effect but for clause 1.3(2).
- 1.4 Notices
- The following apply to all notices between the parties relevant to this agreement, whether authorised by this agreement or by the general law:
- All notices must be served in writing.
 - Any notice under section 28 of the Property Law Act 2007, where the purchaser is in possession of the property, must be served in accordance with section 353 of that Act.
 - All other notices, unless otherwise required by the Property Law Act 2007, must be served by one of the following means:
 - on the party as authorised by sections 354 to 361 of the Property Law Act 2007, or
 - on the party or on the party's lawyer:
 - by personal delivery; or
 - by posting by ordinary mail; or
 - by email; or
 - In the case of the party's lawyer only, by sending by document exchange or, if both parties' lawyers have agreed to subscribe to the same secure web document exchange for this agreement, by secure web document exchange.
 - In respect of the means of service specified in clause 1.4(3)(b), a notice is deemed to have been served:
 - In the case of personal delivery, when received by the party or at the lawyer's office;
 - In the case of posting by ordinary mail, on the fifth working day following the date of posting to the address for service notified in writing by the party or to the postal address of the lawyer's office;

- (c) In the case of email:
- when sent to the email address provided for the party or the party's lawyer on the back page; or
 - any other email address notified subsequently in writing by the party or the party's lawyer (which shall supersede the email address on the back page); or
 - if no such email address is provided on the back page or notified subsequently in writing, the office email address of the party's lawyer's firm appearing on the firm's letterhead or website;
- (d) in the case of sending by document exchange, on the second working day following the date of sending to the document exchange number of the lawyer's office;
- (e) in the case of sending by secure web document exchange, on the first working day following the date of sending to the secure web document exchange.
- (5) Any period of notice required to be given under this agreement shall be computed by excluding the day of service.
- 1.5 Interpretation and Execution**
- (1) If there is more than one vendor or purchaser, the liability of the vendors or of the purchasers, as the case may be, is joint and several.
- (2) Where the purchaser executes this agreement with provision for a nominee, or as agent for an undisclosed or disclosed but unidentified principal, or on behalf of a company to be formed, the purchaser shall at all times remain liable for all obligations on the part of the purchaser.
- (3) If any inserted term (including any Further Terms of Sale) conflicts with the General Terms of Sale the inserted term shall prevail.
- (4) Headings are for information only and do not form part of this agreement.
- (5) References to statutory provisions shall be construed as references to those provisions as they may be amended or re-enacted or as their application is modified by other provisions from time to time.
- (6) Reference to a party's lawyer includes reference to a conveyancing practitioner (as defined in the Lawyers and Conveyancers Act 2008), engaged by that party, provided that all actions of that conveyancing practitioner (including without limitation any actions in respect of any undertaking or in respect of settlement) must strictly accord with the PL3 Guidelines.
- (7) This agreement may be signed by means of an electronic signature.
- 1.6 Use of form**
- (1) Each party warrants that neither they nor their lawyer or agent has altered, removed, or added to the published text of this edition of the TLNZ/REINZ Agreement for Sale and Purchase of Real Estate. This warranty does not prohibit nor apply to:
- removal of published text by way of striking through (for example, ~~struck through~~), nor
 - the addition of text to the published text in a manner which leaves the published text in place and which makes the alteration, removal, or addition reasonably identifiable.
- 2.0 Deposit**
- 2.1 The purchaser shall pay the deposit to the vendor or the vendor's agent immediately upon execution of this agreement by both parties or at such other time as is specified in this agreement.
- 2.2 If the deposit is not paid on the due date for payment, the vendor may at any time thereafter serve on the purchaser notice requiring payment. If the purchaser fails to pay the deposit on or before the third working day after service of the notice, time being of the essence, the vendor may cancel this agreement by serving notice of cancellation on the purchaser. No notice of cancellation shall be effective if the deposit has been paid before the notice of cancellation is served.
- 2.3 The deposit shall be in part payment of the purchase price.
- 2.4 The person to whom the deposit is paid shall hold it as a stakeholder until the latest of those of the following matters which are applicable to this agreement:
- the requisition procedure under clause 6.0 is completed without either party cancelling this agreement; and/or
 - where this agreement is entered into subject to any condition(s) expressed in this agreement, each such condition has been fulfilled or waived; and/or
 - where the property is a unit title:
 - a pre-contract disclosure statement that complies with section 146 of the Unit Titles Act, and a pre-settlement disclosure statement that complies with section 147 of the Unit Titles Act, have been provided to the purchaser by the vendor within the times prescribed in those sections; and/or
 - all rights of delay or cancellation under sections 140, 149A, 151, or 151A of the Unit Titles Act that have arisen have been waived or have expired without being exercised; and/or
 - this agreement is cancelled pursuant to sections 149A or 151A of the Unit Titles Act; and/or
 - this agreement is:
 - cancelled pursuant to clause 6.2(3)(c); and/or
 - avoided pursuant to clause 9.10(5).
- 2.5 Where the person to whom the deposit is paid is a real estate agent, the period for which the agent must hold the deposit as a stakeholder pursuant to clause 2.4 shall run concurrently with the period for which the agent must hold the deposit under section 123 of the Real Estate Agents Act 2008, but the agent must hold the deposit for the longer of those two periods, or such lesser period as is agreed between the parties in writing as required by section 123 of the Real Estate Agents Act 2008, but in no event shall the deposit be released prior to the expiry of the requisition period under clause 6.0, unless the requisition period is expressly waived in writing.
- 3.0 Possession and Settlement**
- Possession**
- 3.1 Unless particulars of a tenancy are included in this agreement, the property is sold with vacant possession and the vendor shall evict the property on the settlement date.

- 3.2 If the property is sold with vacant possession, then subject to the rights of any tenants of the property, the vendor shall permit the purchaser or any person authorised by the purchaser in writing, upon reasonable notice:
- (1) to enter the property on one occasion prior to the settlement date for the purposes of examining the property, chattels and fixtures which are included in the sale; and
 - (2) to re-enter the property no later than the day prior to the settlement date to confirm compliance by the vendor with any agreement made by the vendor to carry out any work on the property, the chattels and the fixtures.
- 3.3 Possession shall be given and taken on the settlement date. Outgoings and Incomings in respect of the settlement date are the responsibility of and belong to the vendor.
- 3.4 On the settlement date, the vendor shall make available to the purchaser keys to all exterior doors that are locked by key, electronic door openers to all doors that are opened electronically, and the keys and/or security codes to any alarms. The vendor does not have to make available keys, electronic door openers, and security codes where the property is tenanted and these are held by the tenant.

Settlement

- 3.5 The vendor shall prepare, at the vendor's own expense, a settlement statement. The vendor shall tender the settlement statement to the purchaser or the purchaser's lawyer a reasonable time prior to the settlement date. If the property is a unit title, the vendor's settlement statement must show any periodic contributions to the operating account that have been struck prior to the settlement date (whether or not they are payable before or after the settlement date) and these periodic contributions to the operating account shall be apportioned. There shall be no apportionment of contributions to any long-term maintenance fund, contingency fund or capital improvement fund.
- 3.6 The purchaser's lawyer shall:
- (1) within a reasonable time prior to the settlement date create a Landonline Workspace for the transaction, notify the vendor's lawyer of the dealing number allocated by LINZ, and prepare in that workspace a transfer instrument in respect of the property; and
 - (2) prior to settlement:
 - (a) lodge in that workspace the tax information contained in the transferee's tax statement; and
 - (b) certify and sign the transfer instrument.
- 3.7 The vendor's lawyer shall:
- (1) within a reasonable time prior to the settlement date prepare in that workspace all other electronic instruments required to confer title on the purchaser in terms of the vendor's obligations under this agreement; and
 - (2) prior to settlement:
 - (a) lodge in that workspace the tax information contained in the transferor's tax statement; and
 - (b) have those instruments and the transfer instrument certified, signed and, where possible, pre-validated.
- 3.8 On the settlement date:
- (1) the balance of the purchase price, interest and other moneys, if any, shall be paid by the purchaser in cleared funds or otherwise satisfied as provided in this agreement (credit being given for any amount payable by the vendor under clause 3.12 or 3.13, or for any deduction allowed to the purchaser under clause 5.2, or for any compensation agreed by the vendor in respect of a claim made by the purchaser pursuant to clause 10.2(1), or for any interim amount the purchaser is required to pay to a stakeholder pursuant to clause 10.8); and
 - (2) the vendor's lawyer shall immediately thereafter:
 - (a) release or procure the release of the transfer instrument and the other instruments mentioned in clause 3.7(1) so that the purchaser's lawyer can then submit them for registration;
 - (b) pay to the purchaser's lawyer the LINZ registration fees on all of the instruments mentioned in clause 3.7(1), unless these fees will be invoiced to the vendor's lawyer by LINZ directly; and
 - (c) deliver to the purchaser's lawyer any other documents that the vendor must provide to the purchaser on settlement in terms of this agreement, including where this agreement provides for the property to be sold tenanted, all leases relating to the tenancy that are held by the vendor and a notice from the vendor to each tenant advising them of the sale of the property and directing them to pay to the purchaser as landlord, in such manner as the purchaser may prescribe, all rent or other moneys payable under the leases.
- 3.9 All obligations under clause 3.8 are interdependent.
- 3.10 The parties shall complete settlement by way of remote settlement in accordance with the PLS Guidelines. Where the purchaser considers it is necessary or desirable to tender settlement, this may be effected (in addition to any other valid form of tender) by the purchaser's lawyer providing to the vendor's lawyer a written undertaking that:
- (1) the purchaser is ready, willing, and able to settle;
 - (2) the purchaser's lawyer has certified and signed the transfer instrument and any other instruments in the Landonline Workspace for the transaction that must be signed on behalf of the purchaser; and
 - (3) the purchaser's lawyer holds in their trust account in cleared funds the amount that the purchaser must pay on settlement.

Last-Minute Settlement

- 3.11 If due to the delay of the purchaser, settlement takes place between 4.00 pm and 5.00 pm on the settlement date ("last-minute settlement"), the purchaser shall pay the vendor:
- (1) one day's interest at the interest rate for late settlement on the portion of the purchase price paid in the last-minute settlement; and
 - (2) if the day following the last-minute settlement is not a working day, an additional day's interest (calculated in the same manner) for each day until, but excluding, the next working day.

Purchaser Default: Late Settlement

- 3.12 If any portion of the purchase price is not paid upon the due date for payment, then, provided that the vendor provides reasonable evidence of the vendor's ability to perform any obligation the vendor is obliged to perform on that date in consideration for such payment:
- (1) the purchaser shall pay to the vendor interest at the interest rate for late settlement on the portion of the purchase price so unpaid for the period from the due date for payment until payment ("the default period"); but nevertheless, this stipulation is without prejudice to any of the vendor's rights or remedies including any right to claim for additional expenses and damages. For the purposes of this clause, a payment made on a day other than a working day or after the termination of a working day shall be deemed to be made on the next following working day and interest shall be computed accordingly; and
 - (2) the vendor is not obliged to give the purchaser possession of the property or to pay the purchaser any amount for remaining in possession, unless this agreement relates to a tenanted property, in which case the vendor must elect either to:
 - (a) account to the purchaser on settlement for incomes in respect of the property which are payable and received during the default period, in which event the purchaser shall be responsible for the outgoings relating to the property during the default period; or
 - (b) retain such incomes in lieu of receiving interest from the purchaser pursuant to clause 3.12(1).
 - (3) If the parties are unable to agree upon any amount payable under this clause 3.12, either party may make a claim under clause 10.0.

Vendor Default: Late Settlement or Failure to Give Possession

- 3.13 (1) For the purposes of this clause 3.13:
- (a) the default period means:
 - (i) in clause 3.13(2), the period from the settlement date until the date when the vendor is able and willing to provide vacant possession and the purchaser takes possession; and
 - (ii) in clause 3.13(3), the period from the date the purchaser takes possession until the date when settlement occurs; and
 - (iii) in clause 3.13(5), the period from the settlement date until the date when settlement occurs; and
 - (b) the vendor shall be deemed to be unwilling to give possession if the vendor does not offer to give possession.
 - (2) If this agreement provides for vacant possession but the vendor is unable or unwilling to give vacant possession on the settlement date, then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement:
 - (a) the vendor shall pay the purchaser, at the purchaser's election, either:
 - (i) compensation for any reasonable costs incurred for temporary accommodation for persons and storage of chattels during the default period; or
 - (ii) an amount equivalent to interest at the interest rate for late settlement on the entire purchase price during the default period; and
 - (b) the purchaser shall pay the vendor an amount equivalent to the interest earned or which would be earned on overnight deposits lodged in the purchaser's lawyer's trust bank account, on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date but remains unpaid during the default period less:
 - (i) any withholding tax; and
 - (ii) any bank or legal administration fees and commission charges; and
 - (iii) any interest payable by the purchaser to the purchaser's lender during the default period in respect of any mortgage or loan taken out by the purchaser in relation to the purchase of the property.
 - (3) If this agreement provides for vacant possession and the vendor is able and willing to give vacant possession on the settlement date, then, provided the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the purchaser may elect to take possession in which case the vendor shall not be liable to pay any interest or other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in clause 3.13(2)(b) during the default period. A purchaser in possession under this clause 3.13(3) is a licensee only.
 - (4) Notwithstanding the provisions of clause 3.13(3), the purchaser may elect not to take possession when the purchaser is entitled to take it. If the purchaser elects not to take possession, the provisions of clause 3.13(2) shall apply as though the vendor were unable or unwilling to give vacant possession on the settlement date.
 - (5) If this agreement provides for the property to be sold tenanted then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the vendor shall on settlement account to the purchaser for incomes which are payable and received in respect of the property during the default period less the outgoings paid by the vendor during that period. Apart from accounting for such incomes, the vendor shall not be liable to pay any other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in clause 3.13(2)(b) during the default period.
 - (6) The provisions of this clause 3.13 shall be without prejudice to any of the purchaser's rights or remedies including any right to claim for any additional expenses and damages suffered by the purchaser.
 - (7) If the parties are unable to agree upon any amount payable under this clause 3.13, either party may make a claim under clause 10.0.

Deferment of Settlement and Possession

- 3.14 If:
- (1) this is an agreement for the sale by a commercial on-seller of a household unit; and
 - (2) a code compliance certificate has not been issued by the settlement date in relation to the household unit,
- then, unless the parties agree otherwise (in which case the parties shall enter into a written agreement in the form (if any) prescribed by the Building (Forms) Regulations 2004), the settlement date shall be deferred to the fifth working day following the date upon which the vendor has given the purchaser notice that the code compliance certificate has been issued (which notice must be accompanied by a copy of the certificate).
- 3.15 In every case, if neither party is ready, willing, and able to settle on the settlement date, the settlement date shall be deferred to the first working day following the date upon which one of the parties gives notice it has become ready, willing, and able to settle.

- 3.16 If:
- (1) the property is a unit title; and
 - (2) the settlement date is deferred pursuant to either clause 3.14 or clause 3.15; and
 - (3) the vendor considers on reasonable grounds that an extension of time is necessary or desirable in order for the vendor to comply with clause 8.3,
- then the vendor may extend the settlement date:
- (a) where there is a deferment of the settlement date pursuant to clause 3.14, to the tenth working day after the date upon which the vendor gives the purchaser notice that the code compliance certificate has been issued, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice; or
 - (b) where there is a deferment of the settlement date pursuant to clause 3.15, to the tenth working day after the date upon which one of the parties gives notice that it has become ready, willing, and able to settle, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice.

New Title Provision

- 3.17 (1) Where:
- (a) the transfer of the property is to be registered against a new title yet to be issued; and
 - (b) a search copy, as defined in section 60 of the Land Transfer Act 2017, of that title is not obtainable by the tenth working day prior to the settlement date,
- then, unless the purchaser elects that settlement shall still take place on the agreed settlement date, the settlement date shall be deferred to the tenth working day after the later of the date on which:
- (i) the vendor has given the purchaser notice that a search copy is obtainable; or
 - (ii) the requisitions procedure under clause 6.0 is complete.
- (2) Clause 3.17(1) shall not apply where it is necessary to register the transfer of the property to enable a plan to be deposited and title to the property to be issued.

4.0 Residential Land Withholding Tax

- 4.1 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons, then:
- (1) the vendor must provide the purchaser or the purchaser's conveyancer, on or before the second working day before the due date for payment of the first residential land purchase amount payable under this agreement, with:
 - (a) sufficient information to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction whether section 54C of the Tax Administration Act 1994 applies to the sale of the property; and
 - (b) if the purchaser or the purchaser's conveyancer determines to their reasonable satisfaction that section 54C of the Tax Administration Act 1994 does apply, all of the information required by that section and either an RLWT certificate of exemption in respect of the sale or otherwise such other information that the purchaser or the purchaser's conveyancer may reasonably require to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction the amount of RLWT that must be withheld from each residential land purchase amount;
 - (2) the vendor shall be liable to pay any costs reasonably incurred by the purchaser or the purchaser's conveyancer in relation to RLWT, including the cost of obtaining professional advice in determining whether there is a requirement to withhold RLWT and the amount of RLWT that must be withheld, if any; and
 - (3) any payments payable by the purchaser on account of the purchase price shall be deemed to have been paid to the extent that:
 - (a) RLWT has been withheld from those payments by the purchaser or the purchaser's conveyancer as required by the RLWT rules; and
 - (b) any costs payable by the vendor under clause 4.1(2) have been deducted from those payments by the purchaser or the purchaser's conveyancer.
- 4.2 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons and if the vendor fails to provide the information required under clause 4.1(1), then the purchaser may:
- (1) defer the payment of the first residential land purchase amount payable under this agreement (and any residential land purchase amount that may subsequently fall due for payment) until such time as the vendor supplies that information; or
 - (2) on the due date for payment of that residential land purchase amount, or at any time thereafter if payment has been deferred by the purchaser pursuant to this clause and the vendor has still not provided that information, treat the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT.
- 4.3 If pursuant to clause 4.2 the purchaser treats the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT, the purchaser or the purchaser's conveyancer may:
- (1) make a reasonable assessment of the amount of RLWT that the purchaser or the purchaser's conveyancer would be required by the RLWT rules to withhold from any residential land purchase amount if the sale is treated in that manner; and
 - (2) withhold that amount from any residential land purchase amount and pay it to the Commissioner as RLWT.
- 4.4 Any amount withheld by the purchaser or the purchaser's conveyancer pursuant to clause 4.3 shall be treated as RLWT that the purchaser or the purchaser's conveyancer is required by the RLWT rules to withhold.
- 4.5 The purchaser or the purchaser's conveyancer shall give notice to the vendor a reasonable time before payment of any sum due to be paid on account of the purchase price of:
- (1) the costs payable by the vendor under clause 4.1(2) that the purchaser or the purchaser's conveyancer intends to deduct; and
 - (2) the amount of RLWT that the purchaser or the purchaser's conveyancer intends to withhold.

5.0 Risk and insurance

- 5.1 The property and chattels shall remain at the risk of the vendor until possession is given and taken.

- 5.2 If, prior to the giving and taking of possession, the property is destroyed or damaged, and such destruction or damage has not been made good by the settlement date, then the following subclauses shall apply:
- (1) if the destruction or damage has been sufficient to render the property untenable and it is untenable on the settlement date, the purchaser may:
 - (a) complete the purchase at the purchase price, less a sum equal to any insurance moneys received or receivable by or on behalf of the vendor in respect of such destruction or damage, provided that no reduction shall be made to the purchase price if the vendor's insurance company has agreed to reinstate for the benefit of the purchaser to the extent of the vendor's insurance cover; or
 - (b) cancel this agreement by serving notice on the vendor in which case the vendor shall return to the purchaser immediately the deposit and any other moneys paid by the purchaser, and neither party shall have any right or claim against the other arising from this agreement or its cancellation;
 - (2) If the property is not untenable on the settlement date, the purchaser shall complete the purchase at the purchase price less a sum equal to the amount of the diminution in value of the property which, to the extent that the destruction or damage to the property can be made good, shall be deemed to be equivalent to the reasonable cost of reinstatement or repair;
 - (3) if the property is zoned for rural purposes under an operative District Plan, damage to the property shall be deemed to have rendered the property untenable where the diminution in value exceeds an amount equal to 20% of the purchase price; and
 - (4) if the amount of the diminution in value is disputed, the parties shall follow the same procedure as that set out in clause 10.8 for when an amount of compensation is disputed.
- 5.3 The purchaser shall not be required to take over any insurance policies held by the vendor.
- 6.0 Title, boundaries and requisitions**
- 6.1 The vendor shall not be bound to point out the boundaries of the property except that on the sale of a vacant residential lot which is not limited as to parcels the vendor shall ensure that all boundary markers required by the Cadestral Survey Act 2002 and any related rules and regulations to identify the boundaries of the property are present in their correct positions at the settlement date.
- 6.2 (1) The purchaser is deemed to have accepted the vendor's title except as to objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the earlier of:
- (a) the tenth working day after the date of this agreement; or
 - (b) the settlement date.
- (2) Where the transfer of the property is to be registered against a new title yet to be issued, the purchaser is deemed to have accepted the title except as to such objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the fifth working day following the date the vendor has given the purchaser notice that the title has been issued and a search copy of it as defined in section 80 of the Land Transfer Act 2017 is obtainable.
- (3) If the vendor is unable or unwilling to remove or comply with any objection or requisition as to title, notice of which has been served on the vendor by the purchaser, then the following provisions will apply:
- (a) the vendor shall notify the purchaser (a vendor's notice) of such inability or unwillingness on or before the fifth working day after the date of service of the purchaser's notice;
 - (b) upon receiving a vendor's notice under clause 6.2(3)(a), the purchaser is entitled to cancel this agreement by notice to the vendor;
 - (c) if the vendor does not give a vendor's notice the vendor shall be deemed to have accepted the objection or requisition and it shall be a requirement of settlement that such objection or requisition shall be complied with before settlement;
 - (d) if the purchaser does not on or before the fifth working day after service of a vendor's notice either:
 - (i) cancel this agreement under clause 6.2(3)(b); or
 - (ii) notify the vendor that the purchaser waives the objection or requisition,
 then either the vendor or the purchaser may (notwithstanding any intermediate negotiations) by notice to the other, cancel this agreement.
- (4) Nothing in this clause 6.2 prevents the purchaser from waiving any objection or requisition by notice at any time before this agreement is cancelled.
- 6.3 In the event of cancellation under clause 6.2(3), the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid under this agreement by the purchaser and neither party shall have any right or claim against the other arising from this agreement or its cancellation. In particular, the purchaser shall not be entitled to any interest or to the expense of investigating the title or to any compensation whatsoever.
- 6.4 (1) If the title to the property being sold is a cross-lease title or a unit title and there are:
- (a) in the case of a cross-lease title:
 - (i) alterations to the external dimensions of any leased structure; or
 - (ii) buildings or structures not intended for common use which are situated on any part of the land that is not subject to a restricted use covenant;
 - (b) in the case of a unit title, encroachments out of the principal unit or accessory unit title space (as the case may be);
- then the purchaser may requisition the title under clause 6.2 requiring the vendor:
- (c) in the case of a cross-lease title, to deposit a new plan depicting the buildings or structures and register a new cross-lease or cross-leases (as the case may be) and any other ancillary dealings in order to convey good title; or
 - (d) in the case of a unit title, to deposit an amendment to the unit plan, a redevelopment plan or new unit plan (as the case may be) depicting the principal and/or accessory units and register such transfers and any other ancillary dealings in order to convey good title.
- (2) The words "alterations to the external dimensions of any leased structure" shall only mean alterations which are attached to the leased structure and enclosed.
- 6.5 The vendor shall not be liable to pay for or contribute towards the expense of erection or maintenance of any fence between the property and any contiguous land of the vendor but this proviso shall not enure for the benefit of any subsequent purchaser of the contiguous land; and the vendor shall be entitled to require the inclusion of a fencing covenant to this effect in any transfer of the property.

7.0 Vendor's warranties and undertakings

- 7.1 The vendor warrants and undertakes that at the date of this agreement the vendor has not:
- (1) received any notice or demand and has no knowledge of any requisition or outstanding requirement:
 - (a) from any local or government authority or other statutory body; or
 - (b) under the Resource Management Act 1991; or
 - (c) from any tenant of the property; or
 - (d) from any other party; or
 - (2) given any consent or waiver, which directly or indirectly affects the property and which has not been disclosed in writing to the purchaser.
- 7.2 The vendor warrants and undertakes that at the date of this agreement the vendor has no knowledge or notice of any fact which might result in proceedings being instituted by or against the vendor or the purchaser in respect of the property.
- 7.3 The vendor warrants and undertakes that at settlement:
- (1) The chattels included in the sale listed in Schedule 2 and all plant, equipment, systems or devices which provide any services or amenities to the property, including, without limitation, automatic garage door facility, security, heating, cooling, or air-conditioning, are delivered to the purchaser in reasonable working order, but in all other respects in their state of repair as at the date of this agreement (fair wear and tear excepted).
 - (2) All electrical and other installations on the property are free of any charge whatsoever and all chattels included in the sale are the unencumbered property of the vendor.
 - (3) There are no arrears of rates, water rates or charges outstanding on the property and where the property is subject to a targeted rate that has been imposed as a means of repayment of any loan, subsidy or other financial assistance made available by or through the local authority, the amount required to remove the imposition of that targeted rate has been paid.
 - (4) Where an allowance has been made by the vendor in the settlement statement for incomings receivable, the settlement statement correctly records those allowances including, in particular, the dates up to which the allowances have been made.
 - (5) Where the vendor has done or caused or permitted to be done on the property any works:
 - (a) any permit, resource consent, or building consent required by law was obtained; and
 - (b) where any "restricted building work" as defined in the Building Act was done on the property on or after 13 March 2012, such work was carried out or supervised by a suitably qualified person;
 - (c) to the vendor's knowledge, the works were completed in compliance with any required permits or consents; and
 - (d) where appropriate, a code compliance certificate was issued for those works.
 - (6) Where under the Building Act, any building on the property sold requires a compliance schedule:
 - (a) the vendor has fully complied with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
 - (b) the building has a current building warrant of fitness; and
 - (c) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.
 - (7) Since the date of this agreement, the vendor has not given any consent or waiver which directly or indirectly affects the property.
 - (8) Any notice or demand received by the vendor, which directly or indirectly affects the property, after the date of this agreement:
 - (a) from any local or government authority or other statutory body; or
 - (b) under the Resource Management Act 1991; or
 - (c) from any tenant of the property; or
 - (d) from any other party,
 has been delivered forthwith by the vendor to either the purchaser or the purchaser's lawyer, unless the vendor has paid or complied with such notice or demand. If the vendor fails to so deliver or pay the notice or demand, the vendor shall be liable for any penalty incurred.
- 7.4 If the property is or includes part only of a building, the warranty and undertaking in clause 7.3(6) does not apply. Instead the vendor warrants and undertakes at the date of this agreement that, where under the Building Act the building of which the property forms part requires a compliance schedule:
- (1) to the vendor's knowledge, there has been full compliance with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
 - (2) the building has a current building warrant of fitness; and
 - (3) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.
- 7.5 The vendor warrants and undertakes that on or immediately after settlement:
- (1) If the water and wastewater charges are determined by meter, the vendor will have the water meter read and will pay the amount of the charge payable pursuant to that reading; but if the water supplier will not make special readings, the water and wastewater charges shall be apportioned.
 - (2) Any outgoings included in the settlement statement are paid in accordance with the settlement statement and, where applicable, to the dates shown in the settlement statement, or will be so paid immediately after settlement.
 - (3) The vendor will give notice of sale in accordance with the Local Government (Rating) Act 2002 to the territorial authority and regional council in whose district the land is situated and will also give notice of the sale to every other authority that makes and levies rates or charges on the land and to the supplier of water.
 - (4) Where the property is a unit title, the vendor will notify the body corporate in writing of the transfer of the property and the name and address of the purchaser.

8.0 Unit title and cross-lease provisions

Unit Titles

- 8.1 If the property is a unit title, sections 144 to 153 of the Unit Titles Act require the vendor to provide to the purchaser a pre-contract disclosure statement and a pre-settlement disclosure statement in accordance with the Unit Titles Act. The requirements of this clause 8 are in addition to, and do not derogate from, the requirements of that Act.
- 8.2 If the property is a unit title, then except to the extent the vendor has disclosed otherwise to the purchaser in writing prior to the parties entering into this agreement, the vendor warrants and undertakes as follows as at the date of this agreement:
- (1) The information in the pre-contract disclosure statement provided to the purchaser was complete and correct to the extent required by the Unit Titles Act.
 - (2) Apart from regular periodic contributions, no contributions have been levied or proposed by the body corporate.
 - (3) There are no unsatisfied judgments against the body corporate and no proceedings have been instituted against or by the body corporate.
 - (4) No order or declaration has been made by any Court or Tribunal against the body corporate or the vendor under any provision of the Unit Titles Act.
 - (5) The vendor has no knowledge or notice of any fact which might result in:
 - (a) the vendor or the purchaser incurring any other liability under any provision of the Unit Titles Act; or
 - (b) any proceedings being instituted by or against the body corporate; or
 - (c) any order or declaration being sought against the body corporate or the vendor under any provision of the Unit Titles Act.
 - (6) The vendor is not aware of proposals to pass any body corporate resolution relating to its rules not already there any unregistered changes to the body corporate rules.
 - (7) No lease, licence, easement, or special privilege has been granted by the body corporate in respect of any part of the common property.
 - (8) No resolution has been passed and no application has been made and the vendor has no knowledge of any proposal for:
 - (a) the transfer of the whole or any part of the common property;
 - (b) the addition of any land to the common property;
 - (c) the cancellation of the unit plan;
 - (d) the deposit of an amendment to the unit plan, a redevelopment plan, or a new unit plan in substitution for the existing unit plan; or
 - (e) any change to utility interest or ownership interest for any unit on the unit plan.
- 8.3 If the property is a unit title, not less than five working days before the settlement date, the vendor will provide:
- (1) a certificate of insurance for all insurances effected by the body corporate under the provisions of section 134 of the Unit Titles Act; and
 - (2) a pre-settlement disclosure statement from the vendor, certified correct by the body corporate, under section 147 of the Unit Titles Act.
- 8.4 If the property is a unit title, then except to the extent the vendor has disclosed otherwise to the purchaser in writing prior to the parties entering into this agreement, the vendor warrants and undertakes as at the settlement date:
- (1) Other than contributions to the operating account, long-term maintenance fund, contingency fund, or capital improvements fund that are shown in the pre-settlement disclosure statement, there are no other amounts owing by the vendor under any provision of the Unit Titles Act.
 - (2) All contributions and other moneys payable by the vendor to the body corporate have been paid in full.
 - (3) Since the date of this agreement, the vendor has not voted on any matter that would alter the warranties at clause 8.2(2), (3), (4), (5), (6), (7), and (8) without the written consent of the purchaser.
- 8.5 If the property is a unit title and if the vendor does not provide the certificates of insurance and the pre-settlement disclosure statement under section 147 of the Unit Titles Act in accordance with the requirements of clause 8.3, then in addition to the purchaser's rights under sections 150, 151 and 151A of the Unit Titles Act, the purchaser may:
- (1) postpone the settlement date until the fifth working day following the date on which that information is provided to the purchaser; or
 - (2) elect that settlement shall still take place on the settlement date, such election to be a waiver of any other rights to delay or cancel settlement under the Unit Titles Act or otherwise.
- 8.6 If the property is a unit title, each party specifies that:
- (1) any email address of that party's lawyer provided on the back page of this agreement, or notified subsequently in writing by that party's lawyer shall be an address for service for that party for the purposes of section 205(1)(d) of the Unit Titles Act; and
 - (2) if that party is absent from New Zealand, that party's lawyer shall be that party's agent in New Zealand for the purposes of section 205(2) of the Unit Titles Act.
- 8.7 Unauthorised Structures – Cross-Leases and Unit Titles
- (1) Where structures (not stated in clause 6.0 to be requisitionable) have been erected on the property without:
 - (a) In the case of a cross-lease title, any required lessors' consent; or
 - (b) in the case of a unit title, any required body corporate consent,
 the purchaser may demand within the period expiring on the earlier of:
 - (i) the tenth working day after the date of this agreement; or
 - (ii) the settlement date,
 that the vendor obtain the written consent of the current lessors or the body corporate (as the case may be) to such improvements ("a current consent") and provide the purchaser with a copy of such consent on or before the settlement date.
 - (2) Should the vendor be unwilling or unable to obtain a current consent, then the procedure set out in clauses 6.2(3) and 6.3 shall apply, with the purchaser's demand under clause 8.7(1) being deemed to be an objection and requisition.

9.0 Conditions and mortgage terms

- 9.1 Finance condition
- (1) If the purchaser has indicated that finance is required on the front page of this agreement, this agreement is conditional upon the purchaser arranging finance for such amount as the purchaser may require from a bank or other lending institution of the purchaser's choice on terms and conditions satisfactory to the purchaser in all respects on or before the finance date.
 - (2) If the purchaser avoids this agreement for failing to arrange finance in terms of clause 9.1(1), the purchaser must provide a reasonable explanation of the steps taken by the purchaser to arrange finance, together with supporting evidence, immediately upon request by the vendor.
- 9.2 Mortgage terms
- (1) Any mortgage to be arranged pursuant to a finance condition shall be upon and subject to the terms and conditions currently being required by the lender in respect of loans of a similar nature.
- 9.3 Land Information Memorandum condition
- (1) If the purchaser has indicated on the front page of this agreement that a LIM is required:
 - (a) that LIM is to be obtained by the purchaser at the purchaser's cost; and
 - (b) this agreement is conditional upon the purchaser approving that LIM by the LIM date, provided that such approval must not be unreasonably or arbitrarily withheld.
 - (2) If, on reasonable grounds, the purchaser does not approve the LIM, the purchaser shall give notice to the vendor ("the purchaser's notice") on or before the LIM date stating the particular matters in respect of which approval is withheld and, if those matters are capable of remedy, what the purchaser reasonably requires to be done to remedy those matters. If the purchaser does not give a purchaser's notice the purchaser shall be deemed to have approved the LIM. If through no fault of the purchaser, the LIM is not available on or before the LIM date and the vendor does not give an extension when requested, then unless the purchaser waives this condition, this condition shall not have been fulfilled and the provisions of clause 9.10(5) shall apply.
 - (3) The vendor shall give notice to the purchaser ("the vendor's notice") on or before the third working day after receipt of the purchaser's notice advising whether or not the vendor is able and willing to comply with the purchaser's notice by the settlement date.
 - (4) If the vendor does not give a vendor's notice, or if the vendor's notice advises that the vendor is unable or unwilling to comply with the purchaser's notice, and if the purchaser does not, on or before the fifth working day after the date on which the purchaser's notice is given, give notice to the vendor that the purchaser waives the objection to the LIM, this condition shall not have been fulfilled and the provisions of clause 9.10(5) shall apply.
 - (5) If the vendor gives a vendor's notice advising that the vendor is able and willing to comply with the purchaser's notice, this condition is deemed to have been fulfilled, and it shall be a requirement of settlement that the purchaser's notice shall be complied with, and also, if the vendor must carry out work on the property, that the vendor shall obtain the approval of the territorial authority to the work done, both before settlement.
- 9.4 Building report condition
- (1) If the purchaser has indicated on the front page of this agreement that a building report is required, this agreement is conditional upon the purchaser obtaining at the purchaser's cost on or before the building report date a report on the condition of the buildings and any other improvements on the property that is satisfactory to the purchaser, on the basis of an objective assessment.
 - (2) The report must be prepared in good faith by a suitably-qualified building inspector in accordance with accepted principles and methods and it must be in writing.
 - (3) Subject to the rights of any tenants of the property, the vendor shall allow the building inspector to inspect the property at all reasonable times upon reasonable notice for the purposes of preparation of the report.
 - (4) The building inspector may not carry out any invasive testing in the course of inspection without the vendor's prior written consent.
 - (5) If the purchaser avoids this agreement for non-fulfilment of this condition pursuant to clause 9.10(5), the purchaser must provide the vendor immediately upon request with a copy of the building inspector's report.
- 9.5 Toxicology report condition
- (1) If the purchaser has indicated on the front page of this agreement that a toxicology report is required, this agreement is conditional upon the purchaser obtaining at the purchaser's cost on or before the toxicology report date, a toxicology report on the property that is satisfactory to the purchaser, on the basis of an objective assessment.
 - (2) The purpose of the toxicology report shall be to detect whether the property has been contaminated by the preparation, manufacture or use of drugs including, but not limited to, methamphetamine.
 - (3) The report must be prepared in good faith by a suitably-qualified inspector in accordance with accepted principles and methods and it must be in writing.
 - (4) Subject to the rights of any tenants of the property, the vendor shall allow the inspector to inspect the property at all reasonable times upon reasonable notice for the purposes of carrying out the testing and preparation of the report.
 - (5) The inspector may not carry out any invasive testing in the course of the inspection without the vendor's prior written consent.
 - (6) If the purchaser avoids this agreement for non-fulfilment of this condition pursuant to clause 9.10(5), the purchaser must provide the vendor immediately upon request with a copy of the inspector's report.
- 9.6 Overseas Investment Act consent condition
- (1) If the purchaser has indicated on the front page of this agreement that OIA consent is required, this agreement is conditional upon OIA consent being obtained on or before the OIA date on terms and conditions that are satisfactory to the purchaser, acting reasonably, the purchaser being responsible for payment of the application fee. This condition is inserted for the benefit of both parties, but (subject to clause 9.6(2)) may not be waived by either party, and the vendor will take reasonable steps required to enable this condition to be fulfilled by the purchaser.
 - (2) If the purchaser has indicated on the front page of this agreement that OIA consent is not required, or has failed to indicate whether it is required, then the purchaser warrants that the purchaser does not require OIA consent.
- 9.7 If this agreement relates to a transaction to which the Land Act 1948 applies, this agreement is conditional upon the vendor obtaining the necessary consent by the Land Act date.

- 9.8 If the Land Act date or OIA date is not shown on the front page of this agreement that date shall be the settlement date or that date 65 working days after the date of this agreement whichever is the sooner, except where the property comprises residential (but not otherwise sensitive) land in which case that date shall be the settlement date or that date 20 working days after the date of this agreement, whichever is the sooner.
- 9.9 Resource Management Act condition
If this agreement relates to a transaction to which section 225 of the Resource Management Act 1991 applies then this agreement is subject to the appropriate condition(s) imposed by that section. All condition(s) under section 225(2) of that Act are deemed to be satisfied by both parties once the survey plan has deposited.
- 9.10 Operation of conditions
If this agreement is expressed to be subject either to the above or to any other condition(s), then in relation to each such condition the following shall apply unless otherwise expressly provided:
- (1) The condition shall be a condition subsequent.
 - (2) The party or parties for whose benefit the condition has been included shall do all things which may reasonably be necessary to enable the condition to be fulfilled by the date for fulfilment.
 - (3) Time for fulfilment of any condition and any extended time for fulfilment to a fixed date shall be of the essence.
 - (4) The condition shall be deemed to be not fulfilled until notice of fulfilment has been served by one party on the other party.
 - (5) If the condition is not fulfilled by the date for fulfilment, either party may at any time before the condition is fulfilled or waived avoid this agreement by giving notice to the other. Upon avoidance of this agreement, the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid by the purchaser under this agreement and neither party shall have any right or claim against the other arising from this agreement or its termination.
 - (6) At any time before this agreement is avoided, the purchaser may waive any finance condition and either party may waive any other condition which is for the sole benefit of that party. Any waiver shall be by notice.

10.0 Claims for compensation

- 10.1 If the purchaser has not purported to cancel this agreement, the breach by the vendor of any term of this agreement does not defer the purchaser's obligation to settle, but that obligation is subject to the provisions of this clause 10.0.
- 10.2 The provisions of this clause apply if:
- (1) the purchaser claims a right to compensation (and in making such a claim, the purchaser must act reasonably, but the vendor taking the view that the purchaser has not acted reasonably does not affect the purchaser's ability or right to make such a claim) for:
 - (a) a breach of any term of this agreement;
 - (b) a misrepresentation;
 - (c) a breach of section 9 or section 14 of the Fair Trading Act 1986;
 - (d) an equitable set-off; or
 - (2) there is a dispute between the parties regarding any amounts payable:
 - (a) under clause 3.12 or clause 3.13; or
 - (b) under clause 5.2.
- 10.3 To make a claim under this clause 10.0:
- (1) the claimant must serve notice of the claim on the other party as early as is reasonably practicable and in any event no later than on or before the last working day prior to the settlement date, time being of the essence (except for claims made after the settlement date for amounts payable under clause 3.12 or clause 3.13, in respect of which the claimant may serve notice of the claim on the other party at any time after a dispute arises over those amounts); and
 - (2) the notice must:
 - (a) state the particular breach of the terms of this agreement, or the claim under clause 3.12, clause 3.13 or clause 5.2, or for misrepresentation, or for breach of section 9 or section 14 of the Fair Trading Act 1986, or for an equitable set-off; and
 - (b) state a genuine pre-estimate of the loss suffered by the claimant; and
 - (c) be particularised and quantified to the extent reasonably possible as at the date of the notice.
- 10.4 If the claimant is unable to give notice under clause 10.3 in respect of claims under clause 10.2(1) or clause 10.2(2)(b) on or before the date that notice is due under clause 10.3(1) by reason of the conduct or omission of the other party, the notice may be served on or before the working day immediately preceding the last working day on which settlement must take place under a settlement notice served by either party under clause 11.1, time being of the essence.
- 10.5 If the amount of compensation is agreed, it shall be deducted from or added to the amount to be paid by the purchaser on settlement.
- 10.6 If the purchaser makes a claim for compensation under clause 10.2(1) but the vendor disputes that the purchaser has a valid or reasonably arguable claim, then:
- (1) the vendor must give notice to the purchaser within three working days after service of the purchaser's notice under clause 10.3, time being of the essence; and
 - (2) the purchaser's right to make the claim (on the basis that such claim is valid or reasonably arguable) shall be determined by an appointee. The appointee's costs shall be met by the party against whom the determination is made or otherwise as determined by the appointee.
- 10.7 If the purchaser makes a claim for compensation under clause 10.2(1) and the vendor fails to give notice to the purchaser pursuant to clause 10.6, the vendor is deemed to have accepted that the purchaser has a valid or reasonably arguable claim.
- 10.8 If it is accepted, or determined under clause 10.6, that the purchaser has a right to claim compensation under clause 10.2(1) but the amount of compensation claimed is disputed, or if the claim is made under clause 10.2(2) and the amount of compensation claimed is disputed, then:
- (1) an interim amount shall be paid on settlement by the party required to a stakeholder until the amount of the claim is determined;
 - (2) if the parties cannot agree on a stakeholder, the interim amount shall be paid to a stakeholder nominated on the application of either party by the president;

- (3) the interim amount must be a reasonable sum having regard to the circumstances, except that:
 - (a) where the claim is under clause 3.13 the interim amount shall be the lower of the amount claimed, or an amount equivalent to interest at the interest rate for late settlement for the relevant default period on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date;
 - (b) neither party shall be entitled or required to undertake any discovery process, except to the extent this is deemed necessary by the appointee under clause 10.8(4) for the purposes of determining that the requirements of clauses 10.3(2)(b)-(c) have been met.
 - (4) If the parties cannot agree on the interim amount, the interim amount shall be determined by an appointee. The appointee's costs shall be met equally by the parties, or otherwise as determined by the appointee.
 - (5) the amount of the claim determined to be payable shall not be limited by the interim amount;
 - (6) the stakeholder shall lodge the interim amount on an interest-bearing call deposit with a bank registered under the Reserve Bank of New Zealand Act 1989 in the joint names of the vendor and the purchaser;
 - (7) the interest earned on the interim amount net of any withholding tax and any bank or legal administration fees and commission charges shall follow the destination of the interim amount; and
 - (8) apart from the net interest earned on the interim amount, no interest shall be payable by either party to the other in respect of the claim for compensation once the amount of the claim has been determined, provided that if the amount determined is in excess of the interim amount, the party liable to make payment of that excess shall pay interest to the other party at the interest rate for late settlement on the amount of that excess if it is not paid on or before the third working day after the date of notification of the determination, computed from the date of such notification until payment.
- 10.9 Where a determination has to be made under clause 10.6(2) or clause 10.8(4) and the settlement date will have passed before the determination is made, the settlement date shall be deferred to the second working day following the date of notification to both parties of the determination. Where a determination has to be made under both of these clauses, the settlement date shall be deferred to the second working day following the date on which notification to both parties has been made of both determinations. However, the settlement date will only be deferred under this clause 10.9 if, prior to such deferral, the purchaser's lawyer provides written confirmation to the vendor's lawyer that but for the resolution of the claim for compensation, the purchaser is ready, willing, and able to complete settlement.
- 10.10 The procedures prescribed in clauses 10.1 to 10.9 shall not prevent either party from taking proceedings for specific performance of this agreement.
- 10.11 A determination under clause 10.6 that the purchaser does not have a valid or reasonably arguable claim for compensation under clause 10.2(1) shall not prevent the purchaser from pursuing that claim following settlement.
- 10.12 Where a determination is made by an appointee under either clause 10.6 or clause 10.8, that appointee:
- (1) shall not be liable to either party for any costs or losses that either party may claim to have suffered in respect of the determination; and
 - (2) may make an order that one party must meet all or some of the reasonable legal costs of the other party, and in making such an order the appointee may without limitation take into account the appointee's view of the reasonableness of the conduct of the parties under this clause.
- 10.13 Where the appointee is determined by the president, the president shall not be liable to either party for any costs or losses that either party may claim to have suffered in respect of that determination.

11.0 Notice to complete and remedies on default

- 11.1 (1) If the sale is not settled on the settlement date, either party may at any time thereafter serve on the other party a settlement notice.
- (2) The settlement notice shall be effective only if the party serving it is at the time of service in all material respects ready, willing, and able to proceed to settle in accordance with this agreement, or is not so ready, willing, and able to settle only by reason of the default or omission of the other party.
- (3) If the purchaser is in possession, the vendor's right to cancel this agreement will be subject to sections 28 to 38 of the Property Law Act 2007 and the settlement notice may incorporate or be given with a notice under section 28 of that Act complying with section 29 of that Act.
- 11.2 Subject to clause 11.1(3), upon service of the settlement notice the party on whom the notice is served shall settle:
- (1) on or before the twelfth working day after the date of service of the notice; or
 - (2) on the first working day after the 13th day of January if the period of twelve working days expires during the period commencing on the 6th day of January and ending on the 13th day of January, both days inclusive, time being of the essence, but without prejudice to any intermediate right of cancellation by either party.
- 11.3 (1) If this agreement provides for the payment of the purchase price by instalments and the purchaser fails duly and punctually to pay any instalment on or within one month from the date on which it fell due for payment then, whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up the unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
- (2) The date of service of the notice under this clause shall be deemed the settlement date for the purposes of clause 11.1.
- (3) The vendor may give a settlement notice with a notice under this clause.
- (4) For the purposes of this clause a deposit is not an instalment.
- 11.4 If the purchaser does not comply with the terms of the settlement notice served by the vendor then, subject to clause 11.1(3):
- (1) Without prejudice to any other rights or remedies available to the vendor at law or in equity, the vendor may:
 - (a) sue the purchaser for specific performance; or
 - (b) cancel this agreement by notice and pursue either or both of the following remedies, namely:
 - (i) forfeit and retain for the vendor's own benefit the deposit paid by the purchaser, but not exceeding in all 10% of the purchase price; and/or
 - (ii) sue the purchaser for damages.
 - (2) Where the vendor is entitled to cancel this agreement, the entry by the vendor into a conditional or unconditional agreement for the resale of the property or any part thereof shall take effect as a cancellation of this agreement by the vendor if this agreement has not previously been cancelled and such resale shall be deemed to have occurred after cancellation.

- (3) The damages claimable by the vendor under clause 11.4(i)(b)(ii) shall include all damages claimable at common law or in equity and shall also include (but shall not be limited to) any loss incurred by the vendor on any bona fide resale contracted within one year from the date by which this purchaser should have settled in compliance with the settlement notice. The amount of that loss may include:
- interest on the unpaid portion of the purchase price at the interest rate for late settlement from the settlement date to the settlement of such resale;
 - all costs and expenses reasonably incurred in any resale or attempted resale; and
 - all outgoings (other than interest) on or maintenance expenses in respect of the property from the settlement date to the settlement of such resale.
- (4) Any surplus money arising from a resale shall be retained by the vendor.
- 11.5 If the vendor does not comply with the terms of a settlement notice served by the purchaser, then, without prejudice to any other rights or remedies available to the purchaser at law or in equity the purchaser may:
- sue the vendor for specific performance; or
 - cancel this agreement by notice and require the vendor forthwith to repay to the purchaser any deposit and any other money paid on account of the purchase price and interest on such sum(s) at the interest rate for late settlement from the date of dates of payment by the purchaser until repayment.
- 11.6 The party serving a settlement notice may extend the term of the notice for one or more specifically stated periods of time and thereupon the term of the settlement notice shall be deemed to expire on the last day of the extended period or periods and it shall operate as though this clause stipulated the extended period(s) of notice in lieu of the period otherwise applicable; and time shall be of the essence accordingly. An extension may be given either before or after the expiry of the period of the notice.
- 11.7 Nothing in this clause shall preclude a party from suing for specific performance without serving a settlement notice.
- 11.8 A party who serves a settlement notice under this clause shall not be in breach of an essential term by reason only of that party's failure to be ready, willing, and able to settle upon the expiry of that notice.
- 12.0 Non-merger**
- 12.1 The obligations and warranties of the parties in this agreement shall not merge with:
- the giving and taking of possession;
 - settlement;
 - the transfer of title to the property;
 - delivery of the chattels (if any); or
 - registration of the transfer of title to the property.
- 13.0 Goods and Services Tax and Purchase Price Allocation**
- 13.1 If this agreement provides for the purchaser to pay (in addition to the purchase price stated without GST) any GST which is payable in respect of the supply made under this agreement, then:
- the purchaser shall pay to the vendor the GST which is so payable in one sum on the GST date;
 - where the GST date has not been inserted on the front page of this agreement the GST date shall be the settlement date;
 - where any GST is not so paid to the vendor, the purchaser shall pay to the vendor:
 - interest at the interest rate for late settlement on the amount of GST unpaid from the GST date until payment; and
 - any default GST;
 - it shall not be a defence to a claim against the purchaser for payment to the vendor of any default GST that the vendor has failed to mitigate the vendor's damages by paying an amount of GST when it fell due under the GST Act; and
 - any sum referred to in this clause is included in the moneys payable by the purchaser on settlement pursuant to clause 9.2(1).
- 13.2 If the supply under this agreement is a taxable supply, the vendor will deliver a tax invoice to the purchaser on or before the GST date or such earlier date as the purchaser is entitled to delivery of an invoice under the GST Act.
- 13.3 (1) Without prejudice to the vendor's rights and remedies under clause 13.1, where any GST is not paid to the vendor on or within one month of the GST date, then whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up any unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
- (2) The date of service of the notice under this clause shall be deemed the settlement date for the purposes of clause 11.1.
- (3) The vendor may give a settlement notice under clause 11.1 with a notice under this clause.
- 13.4 Each party warrants that their response to the statement on the front page regarding purchase price allocation being relevant to the vendor or purchaser/purchaser's nominee for income tax and/or GST purposes is correct.
- 14.0 Zero-rating**
- 14.1 The vendor warrants that the statement on the front page regarding the vendor's GST registration status in respect of the supply under this agreement and any particulars stated by the vendor in Schedule 1 are correct at the date of this agreement and will remain correct at settlement.
- 14.2 The purchaser warrants that any particulars stated by the purchaser in Schedule 1 are correct at the date of this agreement.
- 14.3 Where the particulars stated on the front page and in Schedule 1 indicate that:
- the vendor is and/or will be at settlement a registered person in respect of the supply under this agreement;
 - the recipient is and/or will be at settlement a registered person;
 - the recipient intends at settlement to use the property for making taxable supplies; and
 - the recipient does not intend at settlement to use the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act,
- GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act.
- 14.4 If GST is chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, then on or before settlement the purchaser will provide the vendor with the recipient's name, address, and registration number if any of these details are not included in Schedule 1 or they have altered.

- 14.5 (1) If any of the particulars stated by the purchaser in Schedule 1:
- (a) are incomplete; or
 - (b) alter between the date of this agreement and settlement,
- the purchaser shall notify the vendor of the particulars which have not been completed and the altered particulars as soon as practicable before settlement.
- (2) The purchaser warrants that any added or altered particulars will be correct as at the date of the purchaser's notification.
- (3) If the GST treatment of the supply under this agreement should be altered as a result of the added or altered particulars, the vendor shall prepare and deliver to the purchaser or the purchaser's lawyer an amended settlement statement, if the vendor has already tendered a settlement statement, and a credit note or a debit note, as the case may be, if the vendor has already issued a tax invoice.
- 14.6 If
- (1) the particulars in Schedule 1 state that part of the property is being used as a principal place of residence at the date of this agreement; and
 - (2) that part is still being so used at the time of the supply under this agreement,
- then, the supply of that part will be a separate supply in accordance with section 5(15)(a) of the GST Act.
- 14.7 If
- (1) the particulars stated in Schedule 1 indicate that the recipient intends to use part of the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act; and
 - (2) that part is the same part as that being used as a principal place of residence at the time of the supply under this agreement,
- then the references in clauses 14.3 and 14.4 to "the property" shall be deemed to mean the remainder of the property excluding that part and the references to "the supply under this agreement" shall be deemed to mean the supply under this agreement of that remainder.
- 14.8 If the particulars stated on the front page and in Schedule 1 indicate in terms of clause 14.3 that GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, but any of the particulars stated by the purchaser in Schedule 1 should alter between the date of this agreement and settlement, such that GST no longer becomes chargeable on the supply at 0%, then:
- (1) the purchase price shall be plus GST (if any), even if it has been expressed as being inclusive of GST (if any) on the front page of this agreement; and
 - (2) if the vendor has already had to account to the Inland Revenue Department for the GST which is payable in respect of the supply under this agreement and did so on the basis that in accordance with clause 14.3 the GST would be chargeable at 0%, the purchaser shall pay GST and any default GST to the vendor immediately upon demand served on the purchaser by the vendor (and where any GST or default GST is not so paid to the vendor, the purchaser shall pay to the vendor interest at the interest rate for late settlement on the amount unpaid from the date of service of the vendor's demand until payment).
- 15.0 Supply of a Going Concern**
- 15.1 If there is a supply under this agreement to which section 11(1)(mb) of the GST Act does not apply but which comprises the supply of a taxable activity that is a going concern at the time of the supply, then, unless otherwise expressly stated in this agreement:
- (1) each party warrants that it is a registered person or will be so by the date of the supply;
 - (2) each party agrees to provide the other party by the date of the supply with proof of its registration for GST purposes;
 - (3) the parties agree that they intend that the supply is of a taxable activity that is capable of being carried on as a going concern by the purchaser; and
 - (4) the parties agree that the supply made pursuant to this agreement is the supply of a going concern on which GST is chargeable at 0%.
- 15.2 If it subsequently transpires that GST is payable in respect of the supply and if this agreement provides for the purchaser to pay (in addition to the purchase price without GST) any GST which is payable in respect of the supply made under this agreement, then the provisions of clause 13.0 of this agreement shall apply.
- 16.0 Limitation of Liability**
- 16.1 If a person enters into this agreement as trustee of a trust and is not a beneficiary of the trust, then that person will be known as an "Independent trustee" and clauses 16.2 and 16.3 will apply.
- 16.2 The liability of an independent trustee under this agreement is limited to the extent of the indemnity from the assets of the trust available to the independent trustee at the time of enforcement of that indemnity.
- 16.3 However, if the entitlement of the independent trustee to be indemnified from the trust assets has been lost or impaired (whether fully or in part) by reason of the independent trustee's act or omission (whether in breach of trust or otherwise), then the limitation of liability in clause 16.2 does not apply, and the independent trustee will be personally liable up to the amount that would have been indemnified from the assets of the trust had the indemnity not been lost.
- 17.0 Counterparts**
- 17.1 This agreement may be executed and delivered in any number of counterparts (including scanned and emailed PDF counterparts).
- 17.2 Each executed counterpart will be deemed an original and all executed counterparts together will constitute one (and the same) instrument.
- 17.3 This agreement shall not come into effect until each person required to sign has signed at least one counterpart and both vendor and purchaser have received a counterpart signed by each person required to sign.
- 17.4 If the parties cannot agree on the date of this agreement, and counterparts are signed on separate dates, the date of the agreement is the date on which the last counterpart was signed and delivered to all parties.
- 18.0 Agency**
- 18.1 If the name of a licensed real estate agent is recorded on this agreement, it is acknowledged that the sale evidenced by this agreement has been made through that agent whom the vendor has appointed as the vendor's agent according to an executed agency agreement.

- 18.2 The scope of the authority of the agent under clause 18.1 does not extend to making an offer, counteroffer, or acceptance of a purchaser's offer or counteroffer on the vendor's behalf without the express authority of the vendor for that purpose. That authority, if given, should be recorded in the executed agency agreement.
- 18.3 The vendor shall be liable to pay the agent's charges including GST in accordance with the executed agency agreement.

19.0 Collection of Sales Information

- 19.1 Once this agreement has become unconditional in all respects, the agent referred to in clause 18.0 may provide certain information relating to the sale to REINZ.
- 19.2 This information includes the sale price, address and other details about the property. The information is stored on a secure password protected network under REINZ's control.
- 19.3 REINZ combines this information with other property and market information and uses it itself or makes it available to real estate agencies and valuers, and other third parties (or service providers to any of them) for the following purposes:
- (1) provision of appraisals and valuations to prospective vendors or purchasers of properties in the same area as the property;
 - (2) publication of reports and guidance on the real estate market nationally or in particular locations; and
 - (3) research, statistical, and predictive analysis for internal use or publication.
- 19.4 The information provided to REINZ under clause 19.1 does not specifically identify either of the parties to this agreement but may be combined with other information in the databases maintained by REINZ or other recipients, resulting in it becoming personal information under the Privacy Act 2020. Either party is therefore entitled to request access to and correction of any personal information held by REINZ by contacting REINZ at info@reinz.co.nz or by post or telephone.

20.0 COVID-19 / Pandemic Provisions

- 20.1 The parties acknowledge that the Government of New Zealand or a Minister of that Government may, as a result of public health risks arising from a Pandemic, order restrictions on personal movement pursuant to the COVID-19 Public Health Response Act 2020 (or other legislation), and the effect of such restrictions may be that personal movement within or between particular regions is unlawful for the general population of those regions.
- 20.2 Where such a legal restriction on personal movement exists either nationally or in the region or district where the property is located:
- (1) The date for satisfaction of any condition that has not yet been satisfied or waived will be the later of:
 - (a) the date that is 10 working days after the restriction on personal movement in the region or district in which the property is located is removed; or
 - (b) the date for satisfaction of the condition as stated elsewhere in this agreement.
 - (2) The settlement date will be the later of:
 - (a) the date that is 10 working days after all conditions are satisfied or waived; or
 - (b) the date that is 10 working days after the date on which the restriction on personal movement in the region or district in which the property is located is removed; or
 - (c) the settlement date as stated elsewhere in this agreement.
 - (3) Nothing in the previous provisions of this clause is to have the effect of bringing forward a date specified in this agreement.

FURTHER TERMS OF SALE

21.0 SIGNATORY ACKNOWLEDGMENT

21.1 All signatories to this agreement hereby acknowledge that they:

- a. have been advised by the licensee(s) named on this agreement to seek legal advice before signing this agreement and
- b. are aware that they can, and may need to, seek technical or other advice and information before signing this agreement and
- c. have had reasonable opportunity to obtain the advice referred to in paragraph (a) and (b) above.

22.0 DEPOSIT RELEASE

22.1 Upon this Agreement becoming unconditional, pursuant to Section 123 of the Real Estate Agents Act 2008, the Vendor and the Purchaser hereby irrevocably authorise the real estate agency, Whalan and Partners Limited (trading as Bayleys) to effect the immediate release of the deposit monies held by them for this Agreement once the funds are cleared.

23.0 DUE DILIGENCE

23.1 This Agreement shall be conditional upon the Purchaser being in its sole discretion satisfied in all respects with the value and condition of the property and all title, zoning, environmental, engineering and town planning, all leases, licenses or other occupancy rights affecting the said property and any other matters which the Purchaser in its sole discretion deems pertinent and confirming the same to the Vendor by 4:00pm on that day which is fifteen (15) working days after the execution of this Agreement by both parties ("the Due Diligence Date").

23.2 Satisfaction or confirmation of the aforementioned conditions shall be effected by the Purchaser notifying the Vendor or its solicitors in writing by 4:00pm on the Due Diligence Date, failing which this Agreement shall be voidable by either party by giving notice in writing to the other and upon avoidance of the Agreement neither party shall have any right or claim against the other.

24.0 LIQUOR LICENSE. This agreement is conditional upon the Purchaser obtaining, on terms entirely satisfactory to the Purchaser in its sole discretion, a liquor license and all the other approvals required for the Purchaser to operate a liquor store from the property from the relevant authorities, within 60 working days from the date of this agreement. This condition is inserted for the sole benefit of the Purchaser.



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SCHEDULE 1

Eleventh Edition 2022 (4)

(GST Information – see clause 14.0)

This Schedule must be completed if the vendor has stated on the front page that the vendor is registered under the GST Act in respect of the transaction evidenced by this agreement and/or will be so registered at settlement. Otherwise there is no need to complete it.

Section 1 Vendor	
1(a) The vendor's registration number (if already registered): 69-931-790	
1(b) (i) All of the property is being used as a principal place of residence at the date of this agreement.	Yes/No/NA
(ii) The supply of all of the property will be a taxable supply.	Yes/No/NA
(iii) Part of the property is being used as a principal place of residence at the date of this agreement	Yes/No/NA
(iv) That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	
(v) The supply of that part described in 1(b)(iv) will be a taxable supply.	Yes/No/NA
Section 2 Purchaser	
2(a) The purchaser is registered under the GST Act and/or will be so registered at settlement.	Yes/No
2(b) The purchaser intends at settlement to use the property for making taxable supplies.	Yes/No
If the answer to either or both of questions 2(a) and 2(b) is "No", go to question 2(e)	
2(c) The purchaser's details are as follows:	
(i) Full name: Singh Trading (2016) Limited	
(ii) Address: [REDACTED] Pleasant Point	
(iii) Registration number (if already registered): 120-067-346	
2(d) The purchaser intends at settlement to use the property as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).	Yes/No
OR The purchaser intends at settlement to use part of the property (and no other part) as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No
2(e) The purchaser intends to direct the vendor to transfer title to the property to another party ("nominee").	Yes/No
If the answer to question 2(e) is "Yes", then please continue. Otherwise, there is no need to complete this Schedule any further.	
Section 3 Nominee	
3(a) The nominee is registered under the GST Act and/or is expected by the purchaser to be so registered at settlement.	Yes/No
3(b) The purchaser expects the nominee at settlement to use the property for making taxable supplies.	Yes/No
If the answer to either or both of questions 3(a) and 3(b) is "No", there is no need to complete this Schedule any further.	
3(c) The nominee's details (if known to the purchaser) are as follows:	
(i) Full name:	
(ii) Address:	
(iii) Registration number (if already registered):	
3(d) The purchaser expects the nominee to intend at settlement to use the property as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).	Yes/No
OR The purchaser expects the nominee to intend at settlement to use part of the property (and no other part) as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No

SCHEDULE 2**List all chattels included in the sale**

(Strike out or add as applicable. If necessary complete on a separate schedule or the further terms of sale)

Stove () Rangehood () ~~Wall/under bench oven~~ () Cooktop/hob ()
 Dishwasher () ~~Kitchen waste disposal~~ () ~~Smoke detectors~~ () ~~Bathroom extractor fans~~ ()
 Security alarm () Heat pump (2) ~~Heated towel rail~~ () ~~Garage door remote control~~ ()
 Garden shed () Light fittings Window coverings Fixed floor coverings

Automatic garage door facility

1x20ft container (power connected), 2x40ft container (power connected), fire alarm, security cameras (4), generator (as-is-where-is), shelving, work benches, desks (4), microwave, hot water cylinder.

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Both parties should check that Schedule 2 (list of chattels) includes an accurate list of all items which are included with the sale and purchase (in addition to, or as part of any building).

SCHEDULE 3**Residential Tenancies**

Name of Tenant(s):

Rent:

Term:

Bond:

Pet Bond:

April 2026

Commercial/Industrial Tenancies

(If necessary complete on a separate schedule)

1. Name of Tenant(s):

Rent:

Term:

Right of Renewal:

Other:

2. Name of Tenant(s):

Rent:

Term:

Right of Renewal:

Other:

3. Name of Tenant(s):

Rent:

Term:

Right of Renewal:

Other:

AS
bml

WARNING AND DISCLAIMER

- This agreement is a standard form document. It is therefore likely that amendments and additions may need to be made in order to suit the circumstances of each of the vendor and the purchaser, and to suit the particular property involved. It is also important that you are certain that any amendments made correctly reflect your understanding of what has been agreed. **You should always get legal advice before you sign the agreement and throughout the buying and selling process.**
- TLNZ and REINZ accept no liability whatsoever in respect of this document and any agreement which may arise from it.
- The vendor should check the correctness of all warranties made under clause 7, clause 8, and elsewhere in this agreement.
- In the case of a unit title, before the purchaser enters into the agreement, the vendor **must** provide to the purchaser a pre-contract disclosure statement under section 146 of the Unit Titles Act.
- The transaction may have tax implications for the parties and it is recommended that both parties seek their own professional advice regarding the tax implications of the transaction before signing, including:
 - the GST treatment of the transaction, which depends upon the GST information supplied by the parties and could change before settlement if that information changes; and
 - the income tax treatment of the transaction, including any income tax implications of purchase price allocation.

PROFESSIONAL ADVICE SHOULD BE SOUGHT REGARDING THE EFFECT AND CONSEQUENCES OF ANY AGREEMENT ENTERED INTO BETWEEN THE PARTIES.

Acknowledgements

Where this agreement relates to the sale of a residential property and this agreement was provided to the parties by a real estate agent, or by a licensee on behalf of the agent, the parties acknowledge that they have been given the guide about the sale of residential property approved by the Real Estate Authority and a copy of the agency's in-house complaints and dispute resolution process.

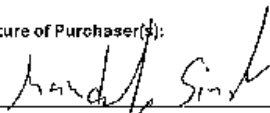
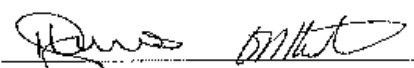
The person or persons signing this agreement acknowledge that either:

(a) they are signing in a personal capacity as the 'vendor' or 'purchaser' named on the front page, or

(b) they have authority to bind the party named as 'vendor' or 'purchaser' on the front page.

WARNING (This warning does not form part of this agreement)

Before signing, each party should read this entire contract and should obtain all relevant professional advice. This is a binding contract. Once signed, you will be bound by the terms of it and there may be no, or only limited, rights to terminate it.

Signature of Purchaser(s):  Name: Mandeeep Singh Director / Trustee / Authorised Signatory / Agent / Attorney* Delete the options that do not apply. If no option is deleted, the signatory is signing in their personal capacity.	Signature of Vendor(s):  Name: Owen and Helen Hunter Director / Trustee / Authorised Signatory / Agent / Attorney* Delete the options that do not apply. If no option is deleted, the signatory is signing in their personal capacity.
Name: Director / Trustee / Authorised Signatory / Agent / Attorney* Delete the options that do not apply. If no option is deleted, the signatory is signing in their personal capacity.	Name: Director / Trustee / Authorised Signatory / Agent / Attorney* Delete the options that do not apply. If no option is deleted, the signatory is signing in their personal capacity.
Name: Director / Trustee / Authorised Signatory / Agent / Attorney* Delete the options that do not apply. If no option is deleted, the signatory is signing in their personal capacity.	Name: Director / Trustee / Authorised Signatory / Agent / Attorney* Delete the options that do not apply. If no option is deleted, the signatory is signing in their personal capacity.

*If this agreement is signed under:

(i) a Power of Attorney – please attach a Certificate of non-revocation (available from TLNZ: 4099WFF or REINZ); or

(ii) an Enduring Power of Attorney – please attach a Certificate of non-revocation and non-suspension of the enduring power of attorney (available from TLNZ: 4099WFF or REINZ).

Also insert the following wording for the Attorney's Signature below:
Signed for full name of the donor by his or her Attorney (Attorney's signature).

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE**VENDOR:**

Aorangi Electric (1998) Limited

Contact Details:

Fairlie
Email: aoranglelectric@gmail.com
Ph: Owen [REDACTED] Helen 0276858596

VENDOR'S LAWYERS:

Firm: Gresson Dorman & Co

Individual Acting: Ken Grave

Email: ken@gressons.co.nz

Contact Details: PO Box 244

Timaru 7910
Ph: 03 687 80004

Email address for service of notices (clause 1.4):

PURCHASER:

Singh Trading (2016) Limited

Contact Details:

Pleasant Point
Email: [REDACTED]
Ph: [REDACTED]

PURCHASER'S LAWYERS:

Firm: Timpany Walton

Individual Acting: Jenny Carter-Bolitho

Email: jenny@timpanywalton.co.nz

Contact Details: PO Box 240

Timaru 7940
Ph: 03 687 7383

Email address for service of notices (clause 1.4):

SALE BY LICENSED REAL ESTATE AGENT: Whelan and Partners Ltd - Commercial -
a Member of the Bayleys Realty Group

Manager: William Wallace

Salesperson: Kate Mullins

kate.mullins@bayleys.co.nz (027 248 8456)

Second Salesperson:

Contact Details: Ph: 03 375 4700

Christchurch@bayleys.co.nz
3 Deans Ave, Addington
PO Box 36533 Christchurch 8146

Licensed Real Estate Agent under Real Estate Agents Act 2008

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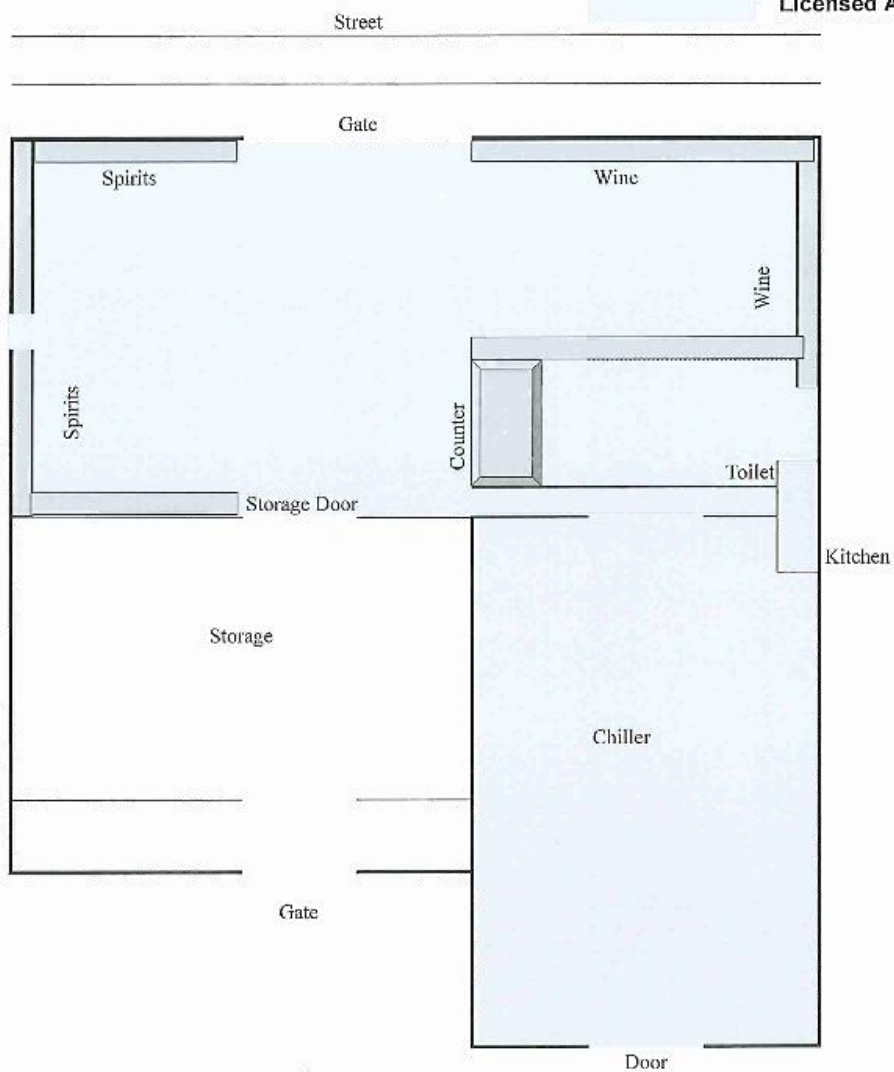
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Floor Plan

Entire Premises = Supervised

Licensed Area



Location Plan

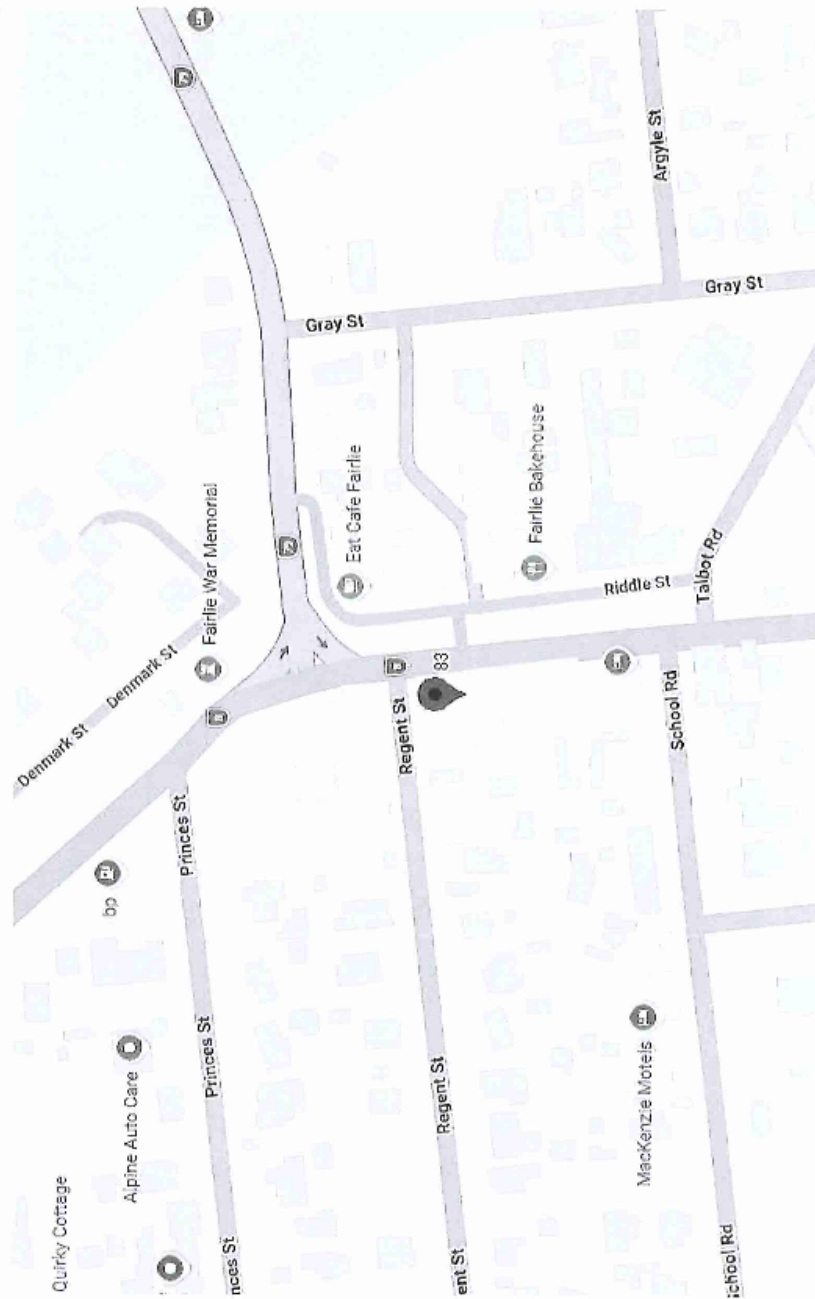
83 Main Street, Fairlie



+64 21 2140251 | pavinder@pavinderdavidslaw.co.nz | pavinderdavidslaw.co.nz

Location Plan

83 Main Street, Fairlie

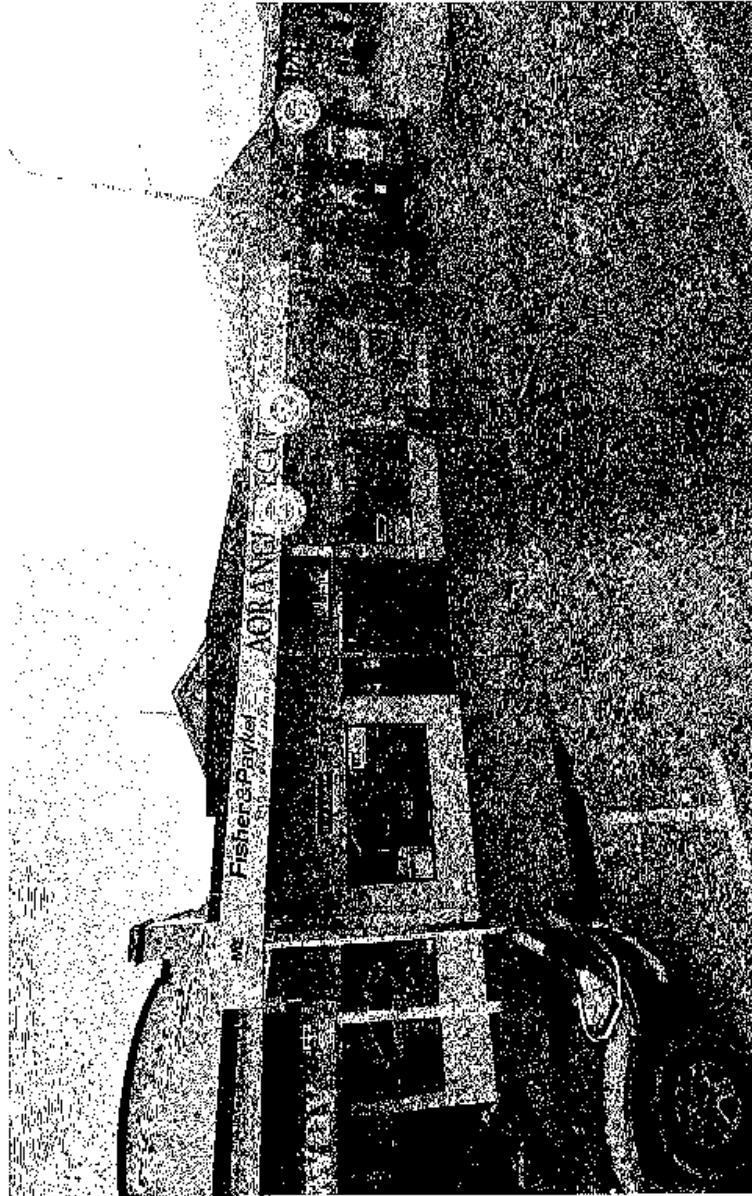


+64 21 2140191 | pervinder@pervinderdavidslaw.co.nz | pervinderdavidslaw.co.nz

2

Location Plan

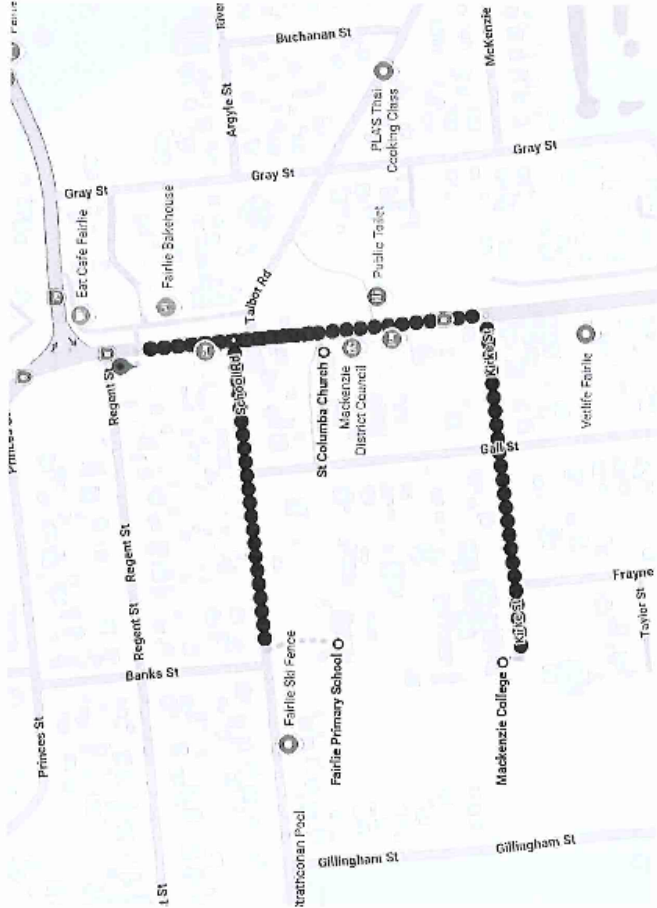
83 Main Street, Fairlie



+64 21 2140191 | pervinder@pervinderdavidslaw.co.nz | pervinderdavidslaw.co.nz

Map of perceived sensitive sites

83 Main Street, Fairlie



St Columba Church, 59 Main Street	160m
Fairlie Primary School, 21 School Road	350m
Mackenzie College, Kirke Street	600 m

Thanks

Mandeep

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

From: **Holly Lane-Hand**

Date: Fri, 10 Apr 2026 at 2:20 PM

Subject: Potential Bottle Store

**FAIRLIE COMMUNITY BOARD
CORRESPONDENCE**

Dear Mandeep,

Thank you for providing the Fairlie Community Board with the opportunity to comment on the proposal for a new bottle store in Fairlie.

At this stage, and in the absence of wider public consultation, the Board holds a generally supportive but considered position regarding the establishment of a new liquor retail outlet. We recognise that any application must meet all relevant legal and regulatory requirements, which will be an important part of the overall process.

We are aware that there is currently an existing bottle store operating from the Top Pub. While this provides a local option, we understand that some residents choose to purchase from neighbouring towns, suggesting there may be an opportunity to better meet local demand and encourage more spending within Fairlie.

At the same time, we acknowledge the importance of carefully considering the broader impacts of any new liquor outlet within a small rural community. Responsible operation will be essential.

Should the application proceed, we would encourage a strong focus on local employment opportunities and positive engagement with the Fairlie community, including support for local events and organisations, which are an important part of our township.

Thank you again for the opportunity to provide input. We wish you all the best with your application.

Kind regards,

Fairlie Community Board

Host Responsibility Policy

The Bottle-O Fairlie

Serving our community responsibly

Our Commitment: We are proud to be part of this community and take seriously our responsibility to sell alcohol safely and responsibly. We are committed to ensuring our store is a safe environment for customers and that alcohol sold here does not contribute to harm in our community.

1. Legal Requirements We comply with the Sale and Supply of Alcohol Act 2012, including: - Licence hours: Monday–Sunday, 10:00 am – 9:00 pm - Selling only to people over the legal age limit - Not selling to visibly intoxicated persons - Displaying our licence and required signage at all times	2. Age Verification We ask for ID from anyone who appears under 25. Accepted forms: - New Zealand driver licence - New Zealand or overseas passport - HANZ-approved 18+ card No valid ID = no sale. No exceptions.
3. Refusing Service Staff will refuse to serve alcohol to any person who: - Appears under 18 and cannot provide valid ID - Is visibly intoxicated - Is attempting to proxy buy for a minor - Is behaving in a disruptive or threatening manner <i>Refusals are handled calmly and consistently. Staff will not be pressured to reverse a refusal.</i>	4. Intoxication Signs include slurred speech, unsteady movement, aggression, or confusion. If a customer appears intoxicated, staff will: - Decline the sale politely but firmly - Offer water or a non-alcoholic alternative - Contact emergency services if safety is a concern
5. Staff Training All staff involved in alcohol sales will: - Hold a current Manager's Certificate or work under a certified manager - Complete host responsibility training before serving unsupervised - Attend refresher training every six months - Be familiar with this policy and our licence conditions	6. Responsibilities We apply this policy consistently and without favouritism, even where we know our customers personally. The Licensee ensures this policy is implemented and staff are trained. All staff follow this policy every shift and never allow commercial pressure to override their obligations.

Helpful Contacts

Alcohol Drug Helpline 0800 787 797	Rural Support Trust 0800 787 254	Emergency Services 111
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Displayed in accordance with the Sale and Supply of Alcohol Act 2012. • Policy reviewed annually

The Bottle-O Fairlie

Alcohol Management Plan

The following operational controls and management measures are implemented at the premises to minimise alcohol-related harm, support responsible retailing practices, and maintain the amenity and good order of the surrounding locality.

The premises acknowledges that it operates within a small rural community. The measures below reflect the operational risks associated with that environment.

Identified Risk	Risk Rating	Potential Issues	Management Measures / Actions
Underage purchase attempts	High	Young persons attempting to purchase alcohol directly from the premises, particularly during after-school periods or weekends.	- Operate a strict Challenge 25 policy. - Mandatory ID checks for anyone appearing under 25 years of age. - Accept only approved forms of identification. - Staff training on fake or altered ID recognition. - Refuse sales where identification cannot be verified. - Record refusals in the incident register. - CCTV monitoring at entry and point-of-sale areas.
Secondary supply / proxy purchasing	High	Adults purchasing alcohol for minors or vulnerable persons. Increased risk due to nearby schools, parks, and youth gathering areas.	- Staff trained to identify proxy purchasing indicators. - Monitor suspicious group purchasing behaviour. - Refuse sales where secondary supply is suspected. - Monitor persons waiting outside the premises. - Signage advising that supplying alcohol to minors is unlawful.

Identified Risk	Risk Rating	Potential Issues	Management Measures / Actions
			Escalate concerns to duty manager where necessary.
Sales to intoxicated persons	High	Intoxicated persons attempting to purchase alcohol from the premises.	- Staff training on signs of intoxication. - Active supervision by duty managers. - Immediate refusal of service where intoxication is suspected. - Calm and professional refusal procedures. - Incident recording and escalation procedures. - Police contacted where behaviour becomes aggressive or unsafe.
Public drinking in Alcohol Ban Area	Medium – High	Alcohol purchased from the premises being consumed in public spaces.	- Additional vigilance during weekends, public holidays, and warmer periods. - Refuse suspicious bulk or high-risk purchases where appropriate. - Encourage customers not to congregate outside the premises. The Store is in Alcohol Ban Area. - Liaise with Police or Council where recurring concerns arise.

Identified Risk	Risk Rating	Potential Issues	Management Measures / Actions
Loitering outside the premises	Medium	Congregation of customers outside the store causing nuisance or intimidation to nearby community members or shoppers.	- Active monitoring of the premises frontage. - Prompt intervention by staff or duty managers. - Request persons move on where appropriate. - Maintain adequate exterior lighting and visibility. - CCTV monitoring of external areas. - Contact Police if behaviour escalates.
Anti-social or disorderly behaviour	Medium – High	Aggressive, disruptive, or intimidating behaviour impacting staff, customers, or nearby residents.	- Duty manager intervention procedures. - Maintain incident register. - CCTV coverage throughout premises. - Immediate escalation to Police where safety risks arise. - Staff instructed not to engage in physical confrontation.
Impact on nearby schools and sensitive sites	High	Alcohol-related activity adversely affecting nearby educational or community facilities.	- Increased vigilance during school finishing times. - Monitoring of youth congregation near premises. - Responsible signage and advertising practices. - No sale of alcohol to anyone in school uniform regardless of age. - No promotions targeting youth or excessive consumption.

Identified Risk	Risk Rating	Potential Issues	Management Measures / Actions
			• Maintain respectful and community-focused operations. • Prompt response to complaints or concerns raised by neighbouring facilities.
Impact on residential amenity	Medium	Noise, nuisance, litter, or disruptive behaviour affecting nearby residents.	• Maintain clean and tidy premises frontage. • Discourage congregation outside premises. • Monitor customer behaviour during peak periods. • Prompt response to complaints. • Maintain regular management oversight of external areas.
High-risk purchasing patterns	Medium – High	Bulk purchasing, rapid consumption patterns, or purchases associated with harmful drinking behaviour.	• Monitor unusual or high-volume purchases. • Duty manager oversight of suspicious transactions. • Avoid irresponsible promotions. • Staff discretion to refuse concerning sales where appropriate. • Ongoing staff training regarding harm minimisation.

Identified Risk	Risk Rating	Potential Issues	Management Measures / Actions
Theft and shoplifting	Medium	Theft of alcohol products or threatening behaviour associated with shoplifting incidents.	• CCTV monitoring throughout premises. • Maintain clear sightlines within store. • Staff awareness and supervision. • Incident reporting procedures. • Police contacted where necessary. • Staff instructed to prioritise personal safety.
Staff safety risks	High	Aggressive customers, refusal situations, or unsafe interactions.	• Regular discussions with staff on topics such as de-escalation and refusal techniques. • Clear escalation procedures. • Duty manager support available. • CCTV monitoring. • Emergency procedures in place. • Staff instructed not to place themselves at risk.
Non-compliance with licence conditions or legislation	High	Breach of licence conditions or obligations under the Sale and Supply of Alcohol Act 2012.	• Comprehensive induction training. • Ongoing refresher training. • Duty manager supervision. • Training records maintained. • Regular review of operational procedures. • Immediate corrective action where issues are identified.

Identified Risk	Risk Rating	Potential Issues	Management Measures / Actions
Inadequate staff knowledge or training	Medium – High	Staff not understanding legal obligations or responsible retailing expectations.	• Mandatory induction training prior to unsupervised duties. • Six-monthly refresher training. • Ongoing coaching and supervision. • Training records maintained on-site. • Additional training provided following incidents or compliance concerns.
Complaints from community or enforcement agencies	Medium	Concerns raised regarding the operation of the premises or customer behaviour.	• Prompt investigation of complaints. • Maintain open communication with enforcement agencies where required. • Review operational practices where concerns are identified. • Implement additional controls if necessary. • Maintain incident and complaint records.
Peak trading periods presenting elevated risk	Medium – High	Increased customer activity during weekends, holidays, or events resulting in elevated operational risks.	• Additional monitoring during high-risk periods. • Increased duty manager oversight. • Additional staffing where appropriate. • Enhanced ID and intoxication monitoring. • Active exterior supervision during peak times.

**NOTICE OF RENEWAL OF MANAGER'S CERTIFICATE**

(Section 226, Sale and Supply of Alcohol Act 2012)

RAMANPREET KAUR**64/CERT/2/2020**

Your manager's certificate is renewed.

Subject to the requirements of the Act relating to the payment fees, and to the provisions of the Act relating to the suspension and cancellation of manager's certificates, this certificate (unless renewed) expires on:

15 January 2027

Dated at Timaru this 25th day of January 2024

Debbie Fortuin
Secretary
Timaru District Licensing Committee

LL_MGRRCET/Jan24

**NOTICE OF RENEWAL OF MANAGER'S CERTIFICATE***(Section 226, Sale and Supply of Alcohol Act 2012)***MANDEEP SINGH****15/CERT/4003/2016**

Your manager's certificate is renewed.

Subject to the requirements of the Act relating to the payment fees, and to the provisions of the Act relating to the suspension and cancellation of manager's certificates, this certificate (unless renewed) expires on:

23 May 2028

Dated at Timaru this 3rd day of April 2025


Sharyn Cain
Commissioner
Timaru District Licensing Committee

LL_MGRRCET/Jan24



Page 1 of 1

Company Extract
SINGH TRADING (2016) LIMITED
6031528
NZBN: 9429042422464

Entity Type:	NZ Limited Company
Incorporated:	22 Jun 2016
Current Status:	Registered
Constitution Filed:	No
Annual Return Filing Month:	October

Ultimate holding company: No

Company Addresses

Registered Office

50 Theodosia Street, The Landings, Timaru, 7910, NZ

Address for Service

50 Theodosia Street, The Landings, Timaru, 7910, NZ

Directors

KAUR, Ramanpreet

Timaru, 7910, NZ

SINGH, Mandeep

Timaru, 7910, NZ

Shareholdings

Total Number of Shares: 100

Extensive Shareholdings: No

100	SINGH, Mandeep	Timaru, 7910, NZ
-----	----------------	------------------

For further details relating to this company, check <https://app.companiesoffice.govt.nz/co/6031528>
Extract generated 22 May 2026 11:29 AM NZST

AUTHORITY TO ACT AS AGENT

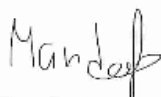
I, **MANDEEP SINGH** as director of **SINGH TRADING (2016) LIMITED**, of Timaru appoint Pervinder Davies Law, as the company's agent for all alcohol licensing matters.

I authorise and request that the District Licensing Committee (or the Alcohol Regulatory Licensing Authority or any other associated body) forwards all alcohol licensing correspondence to them at the following address:

Pervinder Davies Law
Attention: Pervinder Davies
Email: pervinder@pervinderdavieslaw.co.nz
Telephone: 021 2140191

This authorisation is valid until further written notice from **SINGH TRADING (2016) LIMITED**.

DATED this day of September 2024



MANDEEP SINGH
Director
Singh Trading (2016) Limited

Pervinder Davies Law

Where solutions spark success



11 June 2026

The Secretary
Mackenzie District Licensing Committee
Liquor Licensing
Timaru District Council
PO Box 522
Timaru 7940

Email: liquoradmin@timdc.govt.nz

APPLICATION FOR A NEW OFF-LICENCE – SINGH TRADING (2016) LIMITED T/A 'BOTTLE-O FAIRLIE'

1. We act for Singh Trading (2016) Limited (**Applicant**).
2. We submit this application for the Applicant for a new off-licence in respect of the premises at 83 Main Street, Fairlie and will be known as 'Bottle-O Fairlie' (**Premises**) along with the following documents in support of the application:
 - a. Completed application form;
 - b. Planning Compliance Confirmation;
 - c. Floor Plan;
 - d. Location Plan
 - e. Locations of perceived sensitive sites;
 - f. Correspondence from Fairlie Community Board;
 - g. Host Responsibility Policy;
 - h. Copies of duty manager's certificates;
 - i. Proposed Alcohol Management Plan;
 - j. Certificate of Incorporation; and
 - k. Signed Authority to Act.

Building Compliance:

3. The Mackenzie District Council's Building team (**Building team**) has indicated that the three-bay shed at the **Premises** needs Code of Compliance. It is noted that the 'storage' space where the three-bay shed is not included in the licensed area subject of this application.
4. The Building team has also indicated that the Applicant would be required to obtain a building consent for the works proposed, presumably for the chiller / fit-out works.
5. The Applicant will raise with the Building team regarding the matters raised. However, its initial view is that the storage area is not part of the licensed area and therefore, the building

1

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compliance is not required for the area that is not subject to the licence application, as noted in the correspondence from the Building team.

6. Regarding the requirements relating to building consent, the Applicant submits that it will apply for consent as may be required and will provide confirmation of such once available.
7. It is submitted that the application for the off-licence could still progress through the usual process and the issuance of the licence could be subject to the grant of a building consent, if required.

Applicant:

8. The Applicant has two directors – Mandeep Singh and Ramanpreet Kaur. Both are experienced operators. They own and operate Bottle-O Pleasant Point and Bottle-O Washdyke in Timaru. Both stores have been operating without any issues or concerns since the licences were first issued.
9. The Applicant will have sufficient staff to manage the premises operations and to ensure it consistently operate in compliance with law, similar to the Applicant's other two premises.
10. At this stage, the directors have provided their duty manager's certificates for the purposes of the off-licence application. However, the Applicant submits that it will employ additional duty managers once the licence is granted. The Applicant is unable to employ staff until its off-licence application is determined by the Committee.
11. The Committee can have confidence, on the strength of the established track record of the directors that the proposed off-licence premises will be operated in accordance with the law.

Premises:

12. The Premises is located in the Fairlie village centre. The main entrance to the Premises is off Main Street. The Premises is zoned Business under the Mackenzie District Plan and retail activities are allowed as of right.
13. The surrounding land use of commercial / business/ retail activities is compatible with the operation of an off-licence.
14. There are three perceived sensitive sites near the Premises. A map showing location of these sites is enclosed.
15. The character of the locality, taken as a whole, is consistent with and supportive of the grant of an off-licence at this location. The locality already accommodates licensed activity, and the proposed off-licence represents a measured addition to the existing licensed premises landscape of the area.

Amenity and Good Order:

16. The Applicant submits that the grant of an off-licence at the proposed premises is unlikely to have any adverse effect on the amenity and good order of the locality. The following matters support that submission.
17. First, the nature of an off-licence is inherently different from that of an on-licence in terms of its potential impact on the immediate environment. Alcohol purchased from an off-licence is consumed away from the premises. There is no on-site consumption, no congregation of patrons, and no late-night activity associated with the licensed premises itself. The potential for noise, disorder, or nuisance arising directly from the premises is therefore materially lower than that associated with a bar or restaurant.

18. Second, the Applicant's experience operating off-licence premises in a similar environment — without generating any complaints, enforcement action, or adverse impact on neighbouring properties, demonstrates conclusively that this operator does not give rise to amenity or good order concerns. If the Applicant's existing premises in Timaru have not adversely affected the locality, there is every reason to expect that an off-licence operated by the same person to the same standards will likewise have no adverse effect.
19. Third, the Applicant proposes to operate the off-licence within reasonable trading hours that are appropriate to the retail context of the locality, and which do not extend into late-night periods. The proposed hours are set out in the application and are not expected to generate foot traffic, noise, or activity beyond what is already characteristic of the surrounding retail environment.
20. Fourth, the Applicant will maintain the following harm-minimisation and management measures which directly support the preservation of amenity and good order in the locality:
 - Rigorous age verification procedures at the point of sale;
 - Comprehensive staff training in responsible alcohol service, including the refusal of sale and supply to minors and intoxicated persons;
 - A Host Responsibility Policy displayed and adhered to at all times;
 - Clear protocols for managing any disorderly conduct on or in the immediate vicinity of the premises;
 - Ongoing engagement and cooperation with the reporting agencies;
 - CCTV coverage of the premises and immediate frontage;
 - Compliance with all conditions of licence, including any conditions imposed by the Committee.
21. Taken together, these factors demonstrate that the grant of the off-licence is unlikely to result in any material change to the amenity and good order of the locality. The premises will be well-managed, responsibly operated, and sensitive to the surrounding community.

Training

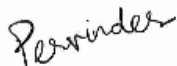
22. All new staff receives training from the director and/or a certified duty manager appointed to the Premises at the start of their employment (Induction training).
23. In addition to induction training, the Applicant provides staff with ongoing training (at least twice yearly) which includes discussion around topics such as:
 - a. A reminder about the conditions of the licence and Host Responsibility Policy;
 - b. A discussion about how to assess customers for intoxication using the Intoxication Assessment Tool, and the forms of ID that the Applicant can accept;
 - c. A discussion around any issues or complaints from neighbours; and
 - d. A discussion about any recent law changes, incidents and/or learnings.
24. The Applicant's director has also completed training in employer obligations provided by the Ministry of Business, Innovation & Employment.

Public Notices

25. The Applicant would like to utilise the Council's online notification services to notify the application.
26. A site notice will be displayed on-site in due course.
27. Please contact us directly if you require any further information in respect of this application. Otherwise, we look forward to the outcome of this application in due course.

Yours faithfully

PERVINDER DAVIES LAW



PERVINDER DAVIES

Director

Timaru District Licensing Committee Licensing Inspector's Report

Ref No: 26/78

12 August 2026

The Secretary
Timaru District Licensing Committee
C/- Timaru District Council
PO Box 522
Timaru

New Application - Off - Section 103 (2) the Sale and Supply of Alcohol Act 2012 Executive Summary

An application for a Bottle Store styled Off Licence was received by the Timaru District Licensing Committee on 11 June 2026. The criteria found at section 105 of the Sale and Supply of Alcohol Act 2012 will apply to this application.

The applicant seeks conditions consistent with a Bottle Store styled Off Licence for the area and as such I consider that the sale and supply of liquor under these conditions is consistent with purpose of the Act and meets the criteria at section 105 of the Sale and Supply of Alcohol Act 2012.

Application

- The general nature of the business conducted under the licence is a Bottle Store.
- The following certificated managers will be employed at the licensed premises:

Ramanpreet KAUR	64/CERT/2/2020	Expiry 15/01/2027
Mandeep SINGH	15/CERT/4003/2016	Expiry 23/05/2028
- The applicant has indicated they will be employing additional staff if successful in obtaining a liquor licence.

Applicant

- The applicant is a private company: Singh Trading (2016) Limited
- Singh Trading (2016) Limited was incorporated under the Companies Act 1993 on 22 June 2016.
- The Directors and Shareholders of the company are:

Ramanpreet KAUR – Unit 4, 9 Elizabeth Street, Timaru (DOB 04/06/1992) - Director
--

LL_LIC1/Jan24
Page 1

Mandeep SINGH – Unit 4, 9 Elizabeth Street, Timaru (DOB 10/04/1980) – Director / Shareholder

- The applicant is aware of its responsibilities under the Sale and Supply of Alcohol Act 2012. The applicant currently has the following licensed premises registered in the Timaru District:
 - The Bottle-O Pleasant Point
 - Merchant's Liquor Evans Street (currently being operated by another applicant under a Temporary Authority)
 - It is noted the director/shareholder Mandeep Singh also owns 'The Bottle-O Washdyke' under GR Trading (2022) Limited.
- There is no reason to believe that Singh Trading (2016) Limited is not a suitable applicant to hold a liquor licence.

Planning / Building Matters

- A Certificate pursuant to s.100(f) of the 2012 Act was applied for. The Mackenzie District Council have advised *"The property does not currently hold a valid code compliance certificate for an existing three-bay shed. This matter does not directly affect the area to which the liquor licence application related. With respect to the requested liquor license application, the applicant would be required to obtain a building consent for the proposed works as shown. Until this has been addressed, the Building Unit is unable to support the liquor license application at this time."* This was relayed to the applicant. At the time of writing this report the Mackenzie District Council Building Unit has confirmed this stance is still valid.
- A Certificate pursuant to s.100(f) of the 2012 Act is attached. That certificate states that the premises meet with all requirements of the Resource Management Act 1991.

Environment

- **Introduction:** The premise is located in the Fairlie Village Centre and previously held Aorangi Electric which has now ceased trading. The venue is located within the Mackenzie Liquor Ban area and the applicant will need to ensure their customers are aware of this.

The base population of Fairlie as at 2025 (Census data) was 970 residents. As Fairlie is positioned on State Highway 8 which is the gateway to Mt Cook, Lake Tekapo and Twizel it can experience thousands of daily motorists and holiday makers passing through the township on a daily basis during summer and winter peaks.

I acknowledge the email provided by the Fairlie Community Board, which evidences the applicant's efforts to consult and engage with the local community

I also note that on the 'Fairlie Uncensored' Facebook page the applicant reached out to the community offering to answer any concerns they may have.

- **Neighbouring Land Use:** The neighbouring premises are predominantly retail with some hospitality venues also located nearby. The nearest residential properties are approximately 50 metres away.

Within 50 - 100 metres there is Fairlie Four Square (OFF -Supermarket), Eat Café (ON – Restaurant), Fairlie Hotel (ON and OFF – Hotel).

Carnegies Restaurant (ON – Restaurant) located approximately 50-100 metres away has been closed since July 2025 due to a fire. There is no indication as to when this may be reinstated.

Over 200 metres away there is the Gladstone Hotel (ON and OFF – Hotel). There is the Fairlie Golf Club (CLUB) which is also located over 200 metres away from the proposed venue.

The Mackenzie District Council building is located between the Fairlie Hotel and the Gladstone Hotel and there are also public toilets located in the Village Green. There is also a playgrounds located within the Village Green which is located approximately 100-150 metres away from the venue on the corner of Talbot Road and Main Street.

There is also the Silverstream Hotel (ON and OFF – Hotel) which is located over 8 kilometres away in the Kimbell village.

- **Locality to Sensitive Premises:** Approximately 160 metres south of the premise is St Columbus Church. Fairlie Primary School is located approximately 350 metres away and McKenzie College is located approximately 600 metres southwest.
- **CPTED Analysis:** The applicants agent has indicated CCTV cameras will be installed throughout the premise if they are successful in their application. They have also indicated they will have external lighting installed if successful.
- **There is no reason to believe that the amenity and good order of the locality would be likely to be reduced, to more than a minor extent, by the effects of the issue of the licence.**

Premises

- The premises are situated at: 83 Main Street, Fairlie.
- The principal entrance is accessed from Main Street.
- The premises will trade as: "The Bottle-O Fairlie".
- The owner's consent is attached in support of the application.
- The licensed area is the premise in general as per the plan date stamped 11 June 2026 and is designated as **SUPERVISED**.

Conduct of Licence

- The applicant is aware of what signage will need to be clearly displayed and a host responsibility policy would be put in place. There is provision of food, low and non-alcoholic beverages. There are no concern for excess noise or for overcrowding.

Local Alcohol Policy

The Joint Local Alcohol Policy, adopted by the Mackenzie, Timaru, and Waimate District Councils on 13 February 2024, addresses several matters relevant to this application.

Paragraph 47(ii) of the Policy states that:

"The operation of Off-Licence premises (grocery stores, hotel-style premises, supermarkets, and bottle stores) is permitted between 7.00 am and 9.00 pm, Monday to Sunday."

The trading hours sought under this application fall within the hours prescribed by the Policy.

Paragraph 48(i) states that:

"The main façade of any new licensed premises, being the principal front of a building facing a street or open space, must not be located within 100 metres of an Early Childhood Centre, Primary School, or Secondary School, except where the premises are located within a business zone of the Waimate District Plan or Mackenzie District Plan, or the commercial zone of the Timaru District Plan."

Paragraph 48(ii) further provides for:

"A supervised designation for bottle stores (excluding supermarkets and grocery stores) to ensure unaccompanied minors do not enter bottle store premises."

As the proposed premises are located within the Mackenzie District, the 100-metre separation requirement is not applicable to this application. In addition, the applicant has proposed that the premises operate under a supervised designation, consistent with the provisions of the Policy.

Objections

- The application was publicly notified on the Timaru District Council website on 16 June 2026 with a public objection deadline of 22 July 2026.
- In total 45 objections have been received following the public notification (refer 'Submissions' further in report).

Reports

- Police have provided a report dated 29 June 2026 pursuant to s103(3) of the Sale and Supply of Alcohol Act 2012. That report offers no opposition to the granting of an Off Licence.
- The Medical Officer of Health has provided a report dated 6 July 2026 pursuant to s103(3) of the Sale and Supply of Alcohol Act 2012. That report opposes the granting of an Off Licence (copy on file).
- The Inspector offers no opposition to the granting of an Off Licence. I do however recommend discretionary conditions in line with other stores operated

by the applicant. The applicants agent has referred to the single sales and pricing in their Amenity and Good Order Questionnaire lodged with the application.

These are:

- ... Signage shall be limited to displaying the store name and logo
- No bright colours shall be used in the external decoration of the premises
- No specific product of price specials shall be displayed externally
- No external advertising shall be displayed by way of flags or sandwich boards outside the store
- No single sales of beer, cider or RTD's priced at, or less than \$6.00 per unit to be sold.

These discretionary conditions were put to the applicant through their agent and confirmation was received via email on 11 August 2026 (copy on file).

Submissions

The public objection period ended at 5.00pm on 22 July 2026. There were 57 submissions of which 12 were in support, 45 objections (2 objections were withdrawn by the submitter) opposed the application. Of the 45 objections the top two grounds for objections were the '*number of venues already in the village*' and '*its location to homes, schools, childcare centres, medical facilities, parks and play areas, places of worship, and other important community assets*'. Copies of all submissions are contained in the file.

Conditions

- The application has been made seeking the following days and hours:
Monday to Sunday - 10.00am to 9.00pm
- The licensed area is the premise in general as per the plan date stamped 10 August 2026 and is **SUPERVISED**.
- The following discretionary conditions would be recommended to bring them in line with other off licence premises operated by the applicant:
 - ... Signage shall be limited to displaying the store name and logo
 - No bright colours shall be used in the external decoration of the premises
 - No specific product of price specials shall be displayed externally
 - ... No external advertising shall be displayed by way of flags or sandwich boards outside the store
 - ... No single sales of beer, cider or RTD's priced at, or less than \$6.00 per unit to be sold.
- The conditions sought are consistent with the style of Off Licence sought.

Recommendation

The Inspector recommends that the application made by Singh Trading (2016) Limited for an Off Licence be granted under the provisions of Section 7 of the Sale and Supply of Alcohol Act 2012 authorising the sale and supply of liquor for consumption on the premises known as "The Bottle-O Fairlie".

Pursuant to section 202(3) of the Sale and Supply of Alcohol Act 2012, the file is hereby referred to the District Licensing Committee for determination, with a hearing recommended due to the receipt of objections and opposition to the application.

Yours faithfully



Sharon Hoogenraad
Chief Licensing Inspector



Health New Zealand
Te Whatu Ora

06/07/2026

Officer for Enquiries: Greg Newton

The Secretary
District Licensing Committee
C/o Timaru District Council
Timaru 7940

Attention: Sharon Hoogenraad

Dear Sir/Madam

**RE: Sale and Supply of Alcohol Act 2012 – Reference 26/78:
APPLICATION by Singh Trading (2016) Limited, Trading as The Bottle
O Fairlie, for an Off Licence at The Bottle O Fairlie, situated at 83
Main Street, Fairlie, MacKenzie District.**

This report relates to the above application that I received by email from your office on the 16th of June 2026.

The applicant company seeks a new Off Licence for a bottle store proposed to be situated at 83 Main Street, Fairlie.

The licenced hours sought are from 10am – 9pm, Monday – Sunday.

The proposed bottle store at 83 Main Street, Fairlie is in the MacKenzie District, 43 km from Lake Tekapo travelling on State Highway 8, Geraldine is 45 km east via State Highway 79 and Timaru is 58 km southeast of Fairlie via State Highway 8.

As of the 2025 census the usually resident population of Fairlie is 970 people.

The Socioeconomic deprivation profile data within Fairlie Township is predominantly a 5 with pockets of deprivation of 6 and 7, with 10 being the most deprived.

Fairlie currently has three Off Licence premises two being hotels, and one a supermarket.

The current ratio is one Off Licence for 323 people.

The supermarket is 40 metres directly in front of the proposed Off Licence, and the hotels are 60 metres and 250 metres from the proposed site.

The application contains:

'The applicant has purchased the property conditional to the grant of the licence'

Based on the above circumstances and the current availability of alcohol in Fairlie, I oppose this application.



Health New Zealand
Te Whatu Ora

My grounds for opposition are subject to:

Sale and Supply of Alcohol Act 2012 refer:

105- Criteria for the issue of licences

- (1) *In deciding whether to issue a licence, the licencing authority or the licencing committee concerned must have regard to the following matters:*

(a) the object of the Act is that:

Is that the sale, supply, and consumption of alcohol should be undertaken safely and responsibly.

There are three existing Off licences in the Fairlie Township, with one Off Licence for every 323 people.

An additional Off Licence would reduce the ratio to one Off Licence to every 242 people.

An additional Off Licence would dramatically increase availability of alcohol in Fairlie.

(b) the suitability of the applicant:

As previously stated, the applicant has purchased the property conditional to the granting of a licence, therefore effectively there is no confirmed location for the proposed licence. Any licence needs to be housed within an actual location.

(e) the design and layout of any proposed premises:

The proposed Off Licence is within close proximity of numerous sensitive sites including:

- Heartland Resource Centre & Information Centre – 95 metres
- Village Green/Skate Park – 150 metres
- Mackenzie Co-operating Parish 160 metres
- Fairlie Primary School – 300 metres
- Mackenzie College - 320 metres
- Fairlie Area Kindergarten - 460 metres
- Medical Centre - 600 metres
- Fairlie Early Learners – 615 metres
- St Joseph School - 730 metres



Health New Zealand
Te Whatu Ora

- (h) *whether (in its opinion) the amenity and good order of the locality would be likely to be reduced, to more than a minor extent, by the effects of the issue of the licence.*

As previously mentioned, the three existing Off Licences are 40, 60 and 250 metres away from the proposed bottle store.

All the existing Off Licences and the proposed Off Licence are on Main Street, Fairlie, effectively saturating this small rural town with the availability of take away alcohol.

In addition, the proposed Off Licence is 200 metres from Fairlie Primary School, which backs onto Mackenzie College as they share the same playing fields.

- (k) any matters dealt with in any report from Police, an inspector, or Medical Officer of Health made under section 103.

School children, parents and community members frequent Main Street where the town's only supermarket and other commercial businesses are located. Research shows the more alcohol available in a community, the more likely the community will experience an increase in alcohol-related harm.

In summary I oppose the granting of an Off licence to Singh Trading (2016) Limited, trading as The Bottle O Fairlie, until my grounds for opposition have been mitigated.

Yours sincerely

Greg Newton
Alcohol Licensing Officer
for Dr Cheryl Brunton
Medical Officer of Health
National Public Health Service, Te Waipounamu

<https://www.tewhatauora.govt.nz>
18 Woolcombe Street, Timaru, 7940
Waea pūkoro: +64 27 5372321

Te Kāwanatanga o Aotearoa
New Zealand Government



29/06/2026

Liquor Licensing
Timaru District Council
PO Box 522
Timaru

To whom it may concern,

Application for Off Licence - Singh Trading (2016) Limited - The Bottle-O
Fairlie - 83 Main Street, Fairlie.

This letter is in relation to the above application sent through by your office.

Police have made the appropriate checks and enquiries in our database to ascertain the suitability for the application to be approved.

Following the checks and enquiries, I have no matters in opposition to report.

Yours sincerely,



Sergeant Samantha Stewart
Alcohol Harm Reduction / OC Mackenzie District
M: 021 191 1416 E: Samantha.Stewart@police.govt.nz
Timaru Police Station, 20 North Street, Timaru

BEFORE THE MACKENZIE DISTRICT LICENSING COMMITTEE

IN THE MATTER

Of The Sale and Supply of Alcohol Act 2012

AND

IN THE MATTER

of an application for new off-licence by
Singh Trading (2016) Limited ("Applicant") for 83
Main Street, Fairlie, to be known as "The Bottle-O
Fairlie".

BRIEF OF EVIDENCE – Greg NEWTON

Medical Officer of Health delegate.

1. My full name is Gregory James Newton.
2. I am employed by Health NZ within the National Public Health Service.
3. My primary role is that of a Compliance Officer, for Alcohol Licensing and Smokefree legislation.
4. I have held that position for 11 months.
5. The National Public Health Service, Te Waipounamu, has responsibility for population health services across the South Island.
6. My areas of responsibility are Timaru, Waimate & MacKenzie District.
7. In terms of both alcohol licensing and smokefree enforcement matters – I have undertaken relevant training which will qualify me to receive the Medical Officer of Health (MOH) formal delegation of the relevant functions and powers available to me under both the *Sale and Supply of Alcohol Act 2012* and the *Smokefree Environments and Regulated Products Act 1990*.
8. I note that, under Section 6 of the application, that the applicant has clearly signalled that the application is for a standalone bottle store – and that they do not intend to engage in the sale or supply of any goods other than alcohol or food – or in the provision of any services other than those directly related to the sale and supply of alcohol and food.
9. It is clear, therefore, that the applicant does not intend to sell tobacco, vapes or related products.
10. The sale of such products, in conjunction with alcohol, presents additional risks for any licensed premises – including for theft, burglary, ram raid, supplying of tobacco and vapes to minors and other concerns.
11. On the basis that the applicant has clearly reflected no intention to stock and sell / supply tobacco and vapes I have not made any assessment of the application with a focus on smokefree legislation or associated risks.

12. In my closing submissions I will recommend that, in the event the Committee does determine that the alcohol licence be granted, a condition be included on the licence that they not seek to sell or supply tobacco or vape products at any time in the future.
13. That said – the application for the off licence be opposed and it is my stated position that it should be declined.

Enquiries completed:

14. As part of my assessment of the application and, in preparation for this hearing, I have completed a number of enquiries.
15. That included visits to the Fairlie township to assess the good order and amenity of the locality, and to engage with local people.
16. In my original opposition report I outlined the various sensitive sites within proximity to the proposed premises.
17. I am aware that the Mackenzie, Timaru and Waimate District Councils jointly prepared a draft Local Alcohol Policy – which was then formally adopted, and which was last reviewed in February 2024.
18. In respect of Off Licences – the committee will be aware that the LAP outlines the following matters:

47. Hours of operation are regulated as follows:

(i) The hours of operation for Off-Licenses apply to premises in the Mackenzie, Timaru and Waimate Districts after consideration of the reports from the Licensing Inspectors, Police and Medical Officer of Health.

(ii) The operation of Off-License premises (Grocery Stores, Hotel style, Supermarkets and Bottle stores) are Monday to Sunday: 7.00am to 9.00pm.

(iii) The following hours apply to hotel in-bedroom (mini-bar) sales Monday to Sunday: 24 hours per day. #1591426 Page 5 of 8 Joint Local Alcohol

Policy 48. Discretionary conditions of Off-Licenses (Hotel style, supermarkets and bottle stores) may include:

- (i) The main façade of the premises, being the principal front of a building that faces onto a street or open space of any new licensed premise must not be within 100 meters of any Early Childhood Centre, Primary school or Secondary school, except that this policy shall not apply to premises that are located in a business zone of the Waimate District Plan or Mackenzie District Plan, or the commercial zone of the Timaru District Plan, and*
- (ii) Supervised designation for bottle stores (excluding supermarkets and grocery stores) to ensure unaccompanied minors do not enter bottle store premises.*

49. Locations of premises are regulated as follows:

- (i) From the date this LAP comes into force, applications for new Off licenses for any premises will only be granted if that premise is located on the applicable zoned land described in the District Plan or once a Resource Consent has been granted by Council for its operation.*

- 19. I note that, in many Local Alcohol Policies the relevant Councils have simply prohibited the granting of a new off licence within proximity to sensitive sites – whereas in the Mackenzie, Timaru and Waimate District LAP it is instead listed as a **discretionary condition** of any new off licence.
- 20. In respect of this application – for proposed premises situated at 83 Main Street, my report in opposition (dated 06/07/2026) outlines notable sites as follows:
 - Heartland Resource Centre & Information Centre – 95 metres
 - Village Green/Skate Park – 150 metres
 - Mackenzie Co-operating Parish 160 metres
 - Fairlie Primary School – 300 metres
 - Mackenzie College - 320 metres
 - Fairlie Area Kindergarten - 460 metres

- Medical Centre - 600 metres
 - Fairlie Early Learners – 615 metres
 - St Joseph School - 730 metres
21. As the LAP restricts the distance to limited, specific education sites only – the application is not in direct breach of those provisions.
22. However, stepping back from the LAP provisions, the Committee should rightly consider whether the proposed premises is in close proximity to other sensitive sites.
23. The alcohol.org.nz defines a sensitive site as follows:
- Any** community facility or vulnerable location where the presence of a new alcohol outlet or licensed premises is considered to create a high risk of alcohol-related harm.*
24. It is well-recognised that a sensitive site relevant to the Act would include such things as addiction services.
25. As part of my enquiries in preparation for this matter, I visited the Heartland Community Centre at 67 Main Street, Fairlie, 95 metres from the proposed site.
26. I was aware that a service provider based at the community centre provides addiction counselling services to members of the Fairlie Community.
27. On 15 September 2026 I spoke with Geoff Boyd – who is the Addictions Counsellor for the area.
28. Geoff confirmed that he offers addiction counselling services to members of the Fairlie community – including for alcohol related harm presentations.
29. While not intending to attend this hearing – he confirmed that an additional alcohol off licence would increase the likelihood of increased alcohol harm

related incidents in Fairlie and could potentially increase alcohol harm related presentations he receives.

30. There is also a clear additional risk of harm arising for any person suffering from alcohol addiction being exposed to a further off licence close to where they receive addiction counselling.
31. There is a range of Health research documents and other material which recognises the 'binge' drinking culture and provide statistical information on alcohol related harm that arises from excessive consumption of alcohol.
32. There is a clear correlation between the availability of alcohol, including through a proliferation of off licences, and alcohol related harm.
33. Alcohol is Aotearoa New Zealand's (NZ) most harmful drug¹.
34. It causes more death and disability among New Zealanders aged 15-49 years than any other unhealthy behaviour, including smoking.²
35. More harm is caused to other people than to the drinker – with a total cost to society estimated at \$9.1 billion dollars annually.
36. Restricting the availability of alcohol is one of the most effective ways to reduce alcohol harm.
37. As reflected in my opposition report - as of the 2025 census the usually resident population of Fairlie is 970 people.
38. Fairlie currently has three Off Licence premises – made up of 2 hotels and a supermarket – giving a current ratio of 1 Off Licence for 323 people.
39. All the existing premises are in proximity to the proposed site.

¹ Crossin R, Cleland L, Wilkins C, et al. The New Zealand drug harms ranking study: A multi-criteria decision analysis. *J Psychopharmacology (Oxf)* 2023; 37: 891–903.

² Institute for Health Metrics and Evaluation (IHME). GBD Compare Data Visualization 2021, New Zealand. Seattle: WA: University of Washington, 2024. <https://www.healthdata.org/data-visualization/gbd-compare> (accessed 8 August, 2025).

40. If this application is granted the ratio would become 1 Off Licence for every 242 people.
41. There is clear evidence that higher alcohol outlet density is linked with increased rates of self-harm³, hazardous and binge drinking⁴, crime (including serious violent crime), property damage and motor vehicle accidents.
42. The Committee will be aware that, pursuant to Section 106, they must consider the effects of issue or renewal of a licence on the amenity and good order of a locality – including (subsection (a)(iii)):

The number of premises for which licences of the kind concerned are already held
43. Research confirms that alcohol is predominantly supplied by off licences, and, by off licence type, bottle stores are the largest supplier by both volume and sales.

Research has found that increased density of off licensed premises leads to increased availability, increased competition, competitive pricing, longer operating hours with later weekend closing times, and increased harm.⁵

44. Harm as defined by the Act is wide in its scope, and the Alcohol Advisory Council of New Zealand reports specifically note that off licence density is significantly positively associated with violent offences, sexual offences, and drug and alcohol offences, therefore negatively affecting the amenity and good order of the locality.
45. This is well established evidence and research and cannot be disputed.

³ Hetrick SE, Hobbs M, Fortune S, et al. Proximity of alcohol outlets and presentation to hospital by young people after self-harm: A retrospective geospatial study using the integrated data infrastructure. *Augst N Z J Psychiatry* 2024; 58: 152–61

⁴ Neighbourhood availability of alcohol outlets and hazardous alcohol consumption in New Zealand. *Health Place* 2014; 29: 186–99 / Alcohol outlet density, levels of drinking and alcohol-related harm in New Zealand: a national study. *J Epidemiol Community Health* 2011; 65: 841–6. / Close proximity to alcohol outlets is associated with increased crime and hazardous drinking: Pooled nationally representative data from New Zealand. *Health Place* 2020; 65: 102397.

⁵ Cameron M.P et al (2010) The Impacts of Liquor Outlets in Manukau City: Summary report

Environmental scan:

46. In addition to visiting the Community centre on 15 September 2026 I also went to each of the 'bottle-store' style of licence premises in the township.
47. 15/09/26 -The Gladstone Hotel was not open on the morning of the visit.
48. I separately entered the Top Pub at 69 Main Street, to inspect the store.
49. I noted the store holds a wide range of alcohol products – including mainstream beers, wines and RTD's.
50. I spoke briefly with the manager - Vanessa Appes.
51. I'm mindful that the Committee **cannot** consider any potential negative economic effect the new licence might have on competing nearby businesses – and so I only asked Vanessa about their stock range.
52. She confirmed the site stocks a large range of alcohol products under their Off Licence from which including Speights Ulta and RTDs are their most popular products.
53. She confirmed they meet requests from individuals seeking any products they do not stock and can order them in as required.
54. Prior to that visit to the township, I also visited some days earlier – on 07/09/26.
55. As that was a Monday, I was aware that any Council litter collection or clean-up of public areas from the weekend would likely have already been completed.
56. I spent time in the main street, adjacent skate-park / reserve and other areas and took photos.

PRODUCE EXHIBIT – GN01 (photographs)

57. In general – I noted the streets and park area to be clean and tidy, although I located a smashed glass bottle / RTD container in the gutter immediately outside the proposed site.
58. I am aware that the central area of the township has an alcohol ban area – and I have included a map of the relevant area in the photograph booklet.
59. I have no information as to whether individuals or groups are known to gather in public areas around the Main Street – and that is a matter that may be best addressed by any community members or the Police.
60. I am aware, from media reports, that a serious incident occurred on the Main Street in Fairlie at about 2am on Saturday 12 September 2026.
61. The reports indicate a person suffered stab wounds in an assault.
62. At the time of preparing this evidence I have no knowledge of the circumstances, and whether alcohol may have been a contributing factor to the incident.

Summary:

63. I oppose the application for new off Licence for Bottle-O Fairlie.
64. My primary grounds, as outlined, are the likely negative effects of an additional off licence in a small township which is already well-served by existing licences.
65. The existence of a specialist addiction services counsellor in close proximity gives rise to additional concerns regarding both existing and potential alcohol related harm in the area.
66. In my view the application is likely intended solely to generate revenue for the applicants, as part of a growth of their existing businesses and sites.
67. The application does not reflect any community engagement, nor and meaningful and positive benefits for the local population.

68. An additional site is unnecessary, creates proliferation and further increases the immediacy and general availability of alcohol.
69. As reflected – well established research reflects that additional alcohol related harm will arise – should the licence be granted.
70. For those reasons the application should be declined.
71. That is the evidence for the Medical Officer of Health.

Signed:

A handwritten signature in black ink, appearing to read 'G. Newton', written in a cursive style.

Gregory Newton

Dated: 22 September 2026

EXHIBIT – GN01

Photographs



Main Street – view towards Fairlie Hotel



Main Street – view of proposed site (centre)



Residential homes at the back of the proposed site.



View of park / reserve seating area Main Street Fairlie.



Smashed glass / RTD container located in front of proposed site.

Alcohol Ban Area	The Fairlie Village Centre and Village Green
Description of Alcohol Ban Area	The alcohol ban covers the Fairlie Village Centre from the Kirke Street Intersection to the Allandale Road Intersection and the Village Green including the playground and skatepark as displayed in red below
Times, days, or dates during which alcohol restriction apply	The alcohol ban area applies at all times, 24 hours, seven days a week



Fairlie Township alcohol ban area

BRIEF OF EVIDENCE

1. My full name is Samantha Lee Stewart. I am a Sergeant stationed at Timaru.
2. I currently hold the position Alcohol Harm Prevention Officer.
3. On the 16th June 2026 I received an application by Singh Trading (2016) Limited for a new off licence to be situated at 83 Main Street, Fairlie, Mackenzie District.
4. I have prepared a series of documents attached in a bundle, that have been prepared using data exported from the National Alcohol Harm Viewer, commonly known as the NAHV.
5. In 2022 the NAHV was developed and launched by the Police National Headquarters (PNHQ) Alcohol Harm Prevention Manager and the geospatial team of the National Intelligence Centre. It includes extracts from Police's National Intelligence Application (NIA).
6. NIA is the primary way of recording offences and events. Events are recorded as occurrences and all occurrences are coded according to the offences and/or infringements found, incidents responded to, or the tasks undertaken. Occurrences may have multiple codes linked to them.
7. During August of 2019 the alcohol contributing factor (ACF) flag was added to NIA to identify when alcohol was a factor in an occurrence. When Police staff report offences or incidents for recording in NIA they decide if alcohol was a contributing factor. This decision is being made by staff who directly responded to the event or by staff with information reported to them by those who responded.

BRIEF OF EVIDENCE

8. ACF was introduced to enable Police to have a more accurate understanding of how much demand is driven by alcohol, so more informed choices could be made regarding deployment, investigation and prevention.
9. The NIA extract used by the NAHV contains only ACF data and a specific set codes alcohol-related codes e.g. ones related to drink driving and alcohol ban breaches.
10. The data from the NAHV is indicative only for three main reasons.
11. One, it is an operational, not reporting, tool. The information in the NAHV does not go through the same processes that reporting data does and therefore should not be compared to data reported elsewhere.
12. Two, the information is mapped according to the location it has been linked to. If it has not been linked to a specific location, e.g. Main St instead of 123 Main St, it will map to a default location.
13. Three, the data used by the mapping tool is dynamic. It updates daily and is subject to change following file updates and reviews. The more recent the data is, the more likely it is to change over time. Usually, this change is an increase.
14. All data that I refer to in my evidence, unless otherwise specified, is for five years, from 15th September 2021 to 14th September 2026, and is related to within one kilometre of the premises address.
15. Page 2 of the bundle is satellite image of the area.

BRIEF OF EVIDENCE

16. Page 3 of the bundle shows the NZ Deprivation Index 2023.
17. Pages 4 and 5 contain information about the number of the sensitive sites in the area and where they are located. This includes three schools and two early childhood educators.
18. The sensitive sites information is sourced from:
- a. Ministry of Education – schools and early childhood educators
 - b. Te Puni Kokiri (Ministry of Māori Development) – marae
 - c. CoreLogic's Common Place Names database – places of worship
19. Page 6 is a table of the alcohol-related harm by type of incident (each code in an occurrence).
20. Page 7 contains a graph reflecting the volume of alcohol-related harm by type.
21. Page 8 contains a table and graph reflecting alcohol-related harm by day of the week.
22. Page 9 shows a table and graph of the alcohol-related harm by start time.
23. Page 10 shows a table and chart of alcohol-related harm by scene type.
24. Pages 11 shows a chart of alcohol-related harm over time.
25. Page 12 shows a chart of alcohol-related family harm data.
26. Page 13 shows a chart of alcohol harm that occurred in a public place.
27. Page 14 shows a chart of drink-driving related offences.

BRIEF OF EVIDENCE

28. As well as holding the Alcohol Harm Prevention Officer role, I am also the

Mackenzie District Supervisor.

29. I supervise staff based in Fairlie, Lake Tekapo and Twizel.

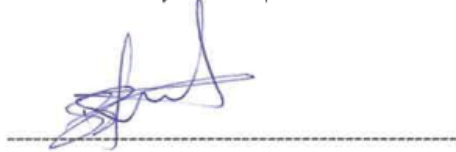
30. I believe having Police knowledge of the area has been valuable when reviewing this application.

31. I am well versed with the day-to-day events that occur in the district and whether alcohol is a factor in the incidents recorded.

32. Police predicted that there would be minimal alcohol-related harm for Fairlie, although the NAHV data has been provided to the DLC to assist with their decision.

I confirm the truth and accuracy of this statement. I make the statement with the knowledge that it is to be used in court proceedings. I am aware that it is an offence to make a statement that is known by me to be false or intended by me to mislead.

Dated this day 18th September 2026



Sergeant Samantha Stewart

**BEFORE THE MACKENZIE DISTRICT LICENSING COMMITTEE
SITTING IN FAIRLIE**

UNDER

the Sale and Supply of Alcohol Act 2012

IN THE MATTER

of an application by SINGH TRADING (2016)
LIMITED for a new Off Licence in respect of a
premises at 83 Main Street, Fairlie and known
as 'The Bottle-O Fairlie'

Applicant

STATEMENT OF EVIDENCE OF RAMANPREET KAUR FOR THE APPLICANT

Dated: 23 September 2026

Presented for filing by:

Pervinder Davies Law
5 Chert Street
Rolleston

Telephone: +64 21 2140191
Counsel: P Davies
Email: pervinder@PervinderDaviesLaw.co.nz

STATEMENT OF EVIDENCE OF RAMANPREET KAUR FOR THE APPLICANT

I, **RAMANPREET KAUR**, of Pleasant Point state:

INTRODUCTION

1. My full name is Ramanpreet Kaur. I am one of the directors of Singh Trading (2016) Limited. The other director is my husband, Mandeep Singh (**Mandeep**).
2. Mandeep and I own and operate The Bottle-O Pleasant Point under the same company. Mandeep also owns and operates The Bottle-O Washdyke under GR Trading (2022) Limited.
3. Both Mandeep and I hold current Duty Manager's certificates.
4. I confirm I am familiar with the matters involved in this application and that I am authorised to give this statement of evidence on behalf of the applicant company.
5. In my evidence, I address the following:
 - a. Our experience in the alcohol industry.
 - b. The proposal, including the location, branding, internal layout and external appearance of the store.
 - c. The systems, training and processes we will have in place to ensure the store operates in compliance with the law.
 - d. Response to the concerns raised by public objectors and the Medical Officer of Health.

BACKGROUND

6. I came to New Zealand in 2015 to study. I studied IT Level 7 at the Waikato Institute of Technology (Wintec) in Hamilton. I have had good experience working for different companies, including Spark, Genesis, and Vodafone (now ONE NZ), before relocating to Timaru.
7. Mandeep started working in the alcohol industry in 2012 when he got first job as a Duty Manager at Davies Corner Liquor Store in Hamilton.

8. At the end of 2016, he purchased his first bottle store in Hamilton, called The Bottle-O Hillcrest (which has changed to another franchise now). He sold the store in 2018, and we moved to Christchurch that same year.
9. After moving to Christchurch, he briefly worked at Henry's Moorhouse as a Duty Manager before we moved to Timaru.
10. Mandeep and I moved to Timaru in 2019. He set up a bottle store in Seaview (The Bottle-O Seaview at the time). I decided to join him in the store operations and obtained my Licence Controller Qualification (LCQ) in May 2019 and later my Duty Manager certification in 2020.
11. I preferred to complete my LCQ certification through ARA rather than online because I wanted to meet people who were actively involved in alcohol licensing and regulation and hear their thoughts and experiences. The college organised for students to meet Sharon Hoogenraad, the Alcohol Licensing Inspector, and a Police Sergeant. It was a great experience, and I passed with full marks.
12. A few months later, I applied for and was granted my Duty Manager's certificate. I then started working as a Duty Manager, helping Mandeep with the day-to-day operations. My duties included serving and assisting customers, restocking shelves, and helping to ensure the store operated efficiently. During this time, I learned a lot about the products we sold and the rules around the safe sale and supply of alcohol, helping to ensure we always complied with our licence requirements.
13. In 2021, we opened The Bottle-O Pleasant Point. Mandeep and I both trained our new staff to help us operate the new store at the time. I had a great experience learning about management and staff training.

THE PROPOSAL

The Site

14. The proposed site is located within the Fairlie Village. The main entrance to the store is off Main Street. The site is zoned Business under the Mackenzie District Plan, and it is my understanding that retail activities are allowed within this zone.

15. The store is located in the centre of the village. As Fairlie is a small town, most amenities and businesses are within close proximity. The Fairlie Four Square supermarket is located across the road from the store. Other businesses along Main Street include the well-known Fairlie Bakehouse, a fashion accessories store, a real estate office, and a Chinese restaurant and takeaways outlet. The presence of these businesses shows that the area is an established retail and commercial centre.
16. The proposal to open a store in Fairlie arose from feedback received from customers who visit our Pleasant Point store. Many customers regularly asked whether we could open a store in Fairlie so that they would not need to travel to Pleasant Point. We received this feedback particularly from people involved in local community organisations and clubs. We currently supply to a number of organisations in Fairlie, including the Fairlie Squash Club, Fairlie Golf Club and the Fairlie Fire Station.
17. We became aware of the building when it was advertised for sale on Trade Me and subsequently contacted the real estate agent. We considered the location to be suitable because it is centrally located within the town and surrounded by other established businesses.
18. Before proceeding further, Mandeep spoke with members of the local community to seek their views on the proposal. One customer suggested that we contact the Community Board for feedback. Mandeep subsequently approached the Community Board and provided details of the proposal. The Board discussed the matter at a meeting, and our understanding is that the majority of members did not raise any concerns about the proposal.
19. A copy of the letter from the Community Board is annexed and marked “RK1”.
20. We have entered into an agreement to purchase the building subject to the grant of the off-licence. I am aware the Medical Officer of Health (MOH) has raised concerns regarding the conditional nature of the purchase and says that there is no confirmed location for the proposed licence.
21. I do not agree with that assessment. The store has been clearly identified throughout this application, and detailed information about the location, layout

and proposed operation of the store has been provided. The conditional purchase arrangement simply reflects a prudent commercial approach, given that the building is being purchased specifically for the purpose of operating the bottle store. If the licence is granted, settlement will proceed, and the premises will be available for use as described in the application.

Target Market

22. The target market for the store is the local adult population living in Fairlie and the surrounding rural areas, together with adults already visiting the established village centre for shopping and other services. Fairlie is a well-known rural service town that experiences a significant amount of visitor and tourist traffic throughout the year. As a result, some customers are expected to be visitors who are already passing through or spending time in the village.
23. The store is not intended to attract destination or late-night patronage. Rather, it is intended to provide a convenient service for responsible adults purchasing alcohol as part of their normal shopping and everyday activities within the village centre.
24. The primary customers are expected to be:
 - a. Local residents aged over 30 years and over who live in Fairlie and surrounding areas such as Kimbell, Burkes Pass, Lake Tekapo, Albury and Cave.
 - b. Shoppers already visiting the village centre and other businesses within the centre.
 - c. Working adults who want convenient access to beer, wine or spirits without travelling to Pleasant Point.
25. Our proposal is to serve local community through a professionally managed store that focuses on responsible alcohol sales, compliance with all legal requirements, and maintaining the amenity and safety of the surrounding area. The store will operate in accordance with the same systems, procedures, and standards that are successfully used in our existing stores. Our emphasis will be on responsible retailing, clear ID checking, effective staff training, and host

responsibility practices, while providing a convenient service to the local community.

Layout

26. The store will have the standard layout as any other bottle store with display shelves around the store and a walk-in chiller. The Point-Of-Sale (**POS**) counter will be facing the main entrance so staff can monitor customers walking into the store. The entrance/exit will be kept clear at all times to avoid congestion and facilitate a smooth shopping experience.
27. There will be clear zones for different types of products for example, wines, spirits, and beers to help customers find what they are looking for easily. All non-alcoholic options will be at the front or eye level to promote these choices, making them easily available.

Hours of operation

28. The proposed licence hours are Monday to Sunday 10:00 am to 9:00 pm.
29. In practice, our trading hours would typically begin between 10:00 am to 10:30am, and we would close earlier in the evening if the store is not busy. It simply does not make any sense commercially to incur unnecessary cost by staying open when there is little to no customer activity. By adjusting our hours in this way, we can make sure that our resources are used efficiently and while still meeting our customers' needs during busy periods.

Products offered

30. The store will stock the standard Bottle-O range of beer, wine, and spirits, including both popular and premium products. We will also offer a selection of low-alcohol and non-alcoholic beverages. Staff will be familiar with these products and will be encouraged to promote them where appropriate.
31. The store will sell a limited range of vaping products, consistent with the range currently sold at our existing stores.
32. We will not sell single units of RTDs, cider or beer (except craft beer) priced at, or less than \$6.00 per unit. We have confirmed to the Licensing Inspector that

we are happy to accept that as a condition of our licence if the Committee decide to grant the application.

Staffing

33. Once the licence is granted, we will employ two additional Duty Managers to help with the operation of the store. Mandeep has already been approached by several local residents who hold Duty Manager's certification and have expressed an interest in working at the store. They advised that employment at the proposed premises would allow them to work closer to home and reduce the need to commute to other locations for work.
34. These managers will be responsible for the day-to-day management of the store, ensuring that the store operates efficiently, that staff comply with responsible alcohol sale practices, and that customers are served safely and appropriately.
35. Mandeep and I will both be actively working in the store, as we are with our existing stores. While we employ staff to assist with day-to-day operations, we remain closely involved in the management and supervision of our businesses. Both of us will be regularly rostered as Duty Managers and will also provide cover when required due to staff illness, annual leave, or other absences. Our active involvement helps ensure that the store is operated in accordance with our policies, procedures, and responsible retailing practices at all times.

SYSTEMS AND TRAINING

36. Mandeep and I will both make sure our staff are fully trained. However, I will be the main person responsible for staff training. We will use all relevant training resources and manuals and will make sure our staff stays up to date with their training and understanding of the law.
37. We will use the Servewise online training tool for all our new employees to ensure they understand their obligations when selling alcohol. This training will cover key areas including age verification procedures (including approved ID requirements), and the recognition and management of intoxication.
38. In addition to the Servewise training, staff will receive induction training on the specific conditions attached to our licence, our Host Responsibility Policy, our

Alcohol Management Plan, and the other store procedures relevant to the sale of alcohol.

39. We also use ARG training modules as refresher training for our staff. This training is undertaken every 12 months to reinforce responsible alcohol sale practices, update staff on any regulatory or procedural changes, and ensure ongoing compliance with our legal obligations and store policies.
40. Example of training systems are annexed and marked “RK2”.
41. A copy of our Alcohol Management Plan is annexed and marked “RK3”.
42. We will also have a store policy not to sell to anyone in a school uniform, regardless of age. No person in school uniform will be allowed to enter the store.
43. We will have monthly staff meetings and run incident register at our store. Our focus will remain on responsible retailing, compliance and maintaining good community relations.
44. We will have clear signage throughout the store reminding customers about responsible drinking, age restrictions, and health warnings. The POS system will have prompt to remind staff to ask for ID of anyone who appears under 25 years of age.
45. There will be CCTV cameras (6 to 10 cameras) throughout the store covering entry and exit points, the sale counter, retail floor and exterior frontage to provide full visibility, and staff will have access to monitors for surveillance purposes.
46. The store will be well-lit and always kept tidy. The lighting inside the store will be sufficient for staff to check ID. We will have lighting outside the store too which will help deter any potential loiterers.

AMENITY AND GOOD ORDER OF THE LOCALITY

47. We agree with the Inspector’s assessment that the grant of the licence is unlikely to have any material adverse effect on the amenity and good order of the locality. I believe the locality of the proposed store is pleasant. The store is situated within the established village centre, alongside a range of existing

commercial and retail activities. The area is already a recognised shopping and service destination for local residents and visitors to town.

48. In our view, the store will complement the existing retail offering in the village centre and provide a convenient service for local adults who currently need to travel elsewhere to access a specialist alcohol retailer.
49. Fairlie is a small rural community of approximately 970 people, as recorded in the 2025 statistics. Most people are involved in agriculture or have an agricultural background.
50. We sometimes go to Fairlie during the weekend. We stop there to get a pie or coffee. Our daughter loves the playground there, where she plays while we sit nearby and enjoy our coffee.
51. I do not consider that the store will have any material adverse effect on the amenity and good order of the community. We are responsible operators and have successfully operated bottle stores in the Timaru District for several years without any compliance issues or concerns being raised by enforcement agencies.
52. Our Pleasant Point store is located in a small rural service town and provides a useful comparison with Fairlie. Both Pleasant Point and Fairlie serve as service centres for their surrounding farming communities. They are close-knit towns with established village centres, a mix of local businesses and community facilities. Like Fairlie, Pleasant Point has a permanent resident population as well as visitors passing through the town.
53. Since opening our Pleasant Point store in 2021, we have not observed any adverse effects on the amenity or good order of the community arising from its operation. The store has operated in a responsible manner, with appropriate management, staff training, age-verification procedures, and compliance systems in place. We intend to operate the proposed Fairlie store to the same standards and in the same manner. Based on our experience in Pleasant Point, I do not believe the proposed store will result in any reduction in the amenity and good order of the Fairlie community.

54. I do not consider that the store will contribute materially to noise issues in the area. As this will be an off-licence, customers are unlikely to make noise that would cause any disturbance to the surrounding businesses or the locality.
55. As an off-licence, alcohol purchased from the store will not be consumed on the premises. Customers will visit the store for the limited purpose of purchasing products and will generally remain on-site for only a short period before leaving. Unlike on-licensed premises, the sale of alcohol does not involve the consumption of alcohol at the point of purchase. As a result, the operation of the store does not give rise to the immediate risks associated with the on-site consumption of alcohol.
56. Customers who appear intoxicated will not be sold alcohol, and staff will be expected to comply with all legal obligations relating to the sale of alcohol.
57. We will take care of our store to ensure that our store nor the products we sell contribute to any rubbish in the area around the store.
58. There is also not an excess of bottle stores in Fairlie. There are only three other premises that hold an off-licence, as noted in the Inspector's report. They are –
- a. Fairlie Four Square – a supermarket off-licence. They can only sell beer and wine with ABV 15% or less.
 - b. Fairlie Hotel – a hotel operation that holds an off-licence.
 - c. Gladstone Hotel – a hotel operation that holds an off-licence.
59. There is currently no specialist retail bottle store in Fairlie. While alcohol is available for purchase from other licensed premises, the town does not have a dedicated bottle store offering the range of products, level of choice, and specialist retail service that we propose to provide. Our store will stock a broad selection of beer, wine, spirits, low-alcohol, and non-alcoholic beverages to cater for the preferences of local residents, the surrounding rural community, and visitors already using the village centre.
60. I am aware that Ms Liz Gordon encouraged people to oppose the application through her posts on the Fairlie Uncensored Facebook page. From a quick

Google search, you can see that Ms Gordon is employed by Communities Against Alcohol Harm and is based in Christchurch.

61. Copies of Ms Gordon's Facebook posts, together with the links to the original posts and comments made by members of the local community, are annexed and marked "RK4".
62. In those posts, statements were made suggesting that we are not local operators. I do not agree with that characterisation. We live in Pleasant Point, operate an established store in Pleasant Point, and have a longstanding commercial relationship with a number of Fairlie residents and community organisations. Many Fairlie residents are already customers of our businesses and have become familiar with the way we operate.
63. The comments from members of the community in response to those posts show that a number of local residents support the proposal and are familiar with our business and reputation. We were encouraged by those comments, which reflect the relationships we have developed with customers and community over time. If the licence is granted, we intend to continue working positively with the Fairlie community and to operate the store in a responsible manner that contributes to the local economy and village centre.
64. I note that Mr John Edmonston's (submitter 55) letter in support of our application also refers to the Facebook posts and the comments in support of the application. His observations reinforce our understanding that there is genuine support for the application within the local community and that many residents view the proposed store as a positive addition to Fairlie's existing retail offering.
65. Our lawyer contacted the Council's Licensing Team to find out how many of the people who objected to the application were from Fairlie. A copy of the email from the DLC Secretary is annexed and marked "RK5".
66. The email confirms that 45 objections were received in total. However, only 15 objectors provided an address, and only 13 of those addresses appeared to be within the Fairlie district.

67. I am also aware through my discussions with local residents that some of the objections may have been lodged by people associated with Fairlie Four Square, which currently operates an off-licence directly opposite the proposed store.
68. In those circumstances, the majority of the objections cannot be identified as coming from local residents and cannot necessarily be assumed to reflect the views of the Fairlie community.
69. I believe the risk of children being exposed to alcohol through this store is extremely low. The Four Square supermarket across the road sells alcohol alongside everyday groceries. Children regularly accompany parents into supermarkets and see alcohol displayed there, which is considered normal and acceptable.
70. Also, our store will have a 'supervised' designation, meaning no one under 18 years of age can enter the store unless they are accompanied by a parent or legal guardian. The supermarket does not have any such restriction and children, or young people can go inside freely.
71. In this context, the presence of our store is not going to pose any greater risk than what already exists in the community.
72. We fully understand the importance of protecting children, young, and vulnerable people from unnecessary exposure to alcohol. We take our responsibility as sellers and suppliers of alcohol seriously and will be designing every aspect of the proposed store with community safety in mind.

CONCLUDING REMARKS

73. Mandeep and I fully understand our responsibilities as licensees and what it takes to operate a new store in the community. Our goal is to work alongside the people of Fairlie to contribute to the local community's growth by creating job opportunities and fostering local businesses.
74. We are responsible sellers and suppliers of alcohol. We have always sold and supplied alcohol safely and responsibly. We have significant experience operating bottle stores and have shown a strong record of compliance. We are actively involved in the day-to-day operation of our existing businesses and will

take the same hands-on approach to the management and supervision of the proposed store.

75. We are committed to working positively with the Fairlie community and to operating a business that reflects the standards we have established in our existing stores.

Dated this 23rd day of September 2026

Ramanpreet Kaur
Director
Singh Trading (2016) Limited

Thanks

Mandeep

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

From: **Holly Lane-Hand** [REDACTED]

Date: Fri, 10 Apr 2026 at 2:20 PM

Subject: Potential Bottle Store

"RK - 1"

Dear Mandeep,

Thank you for providing the Fairlie Community Board with the opportunity to comment on the proposal for a new bottle store in Fairlie.

At this stage, and in the absence of wider public consultation, the Board holds a generally supportive but considered position regarding the establishment of a new liquor retail outlet. We recognise that any application must meet all relevant legal and regulatory requirements, which will be an important part of the overall process.

We are aware that there is currently an existing bottle store operating from the Top Pub. While this provides a local option, we understand that some residents choose to purchase from neighbouring towns, suggesting there may be an opportunity to better meet local demand and encourage more spending within Fairlie.

At the same time, we acknowledge the importance of carefully considering the broader impacts of any new liquor outlet within a small rural community. Responsible operation will be essential.

Should the application proceed, we would encourage a strong focus on local employment opportunities and positive engagement with the Fairlie community, including support for local events and organisations, which are an important part of our township.

Thank you again for the opportunity to provide input. We wish you all the best with your application.

Kind regards,

Fairlie Community Board

"RK - 2"

STAFF ACKNOWLEDGEMENT FORM

Sale and Supply of Alcohol Act 2012 – Acknowledgement of Responsibilities to Comply with the Law

Introduction

The Allied Retail Group takes its legal responsibilities seriously. This document sets out actions and behaviours on our premises that are offences under the Act. On behalf of the company, we require you to acknowledge your responsibilities to ensure the laws are complied with and these offences are not committed whilst undertaking your duties. The offences are:

1. Sale and supply of alcohol to a minor

It is an offence under the Sale and Supply of Alcohol Act 2012 to sell alcohol to any person under 18 years of age (a "minor").

Upon conviction, the penalties for selling to a minor are:

- For a licensee, a maximum fine of \$10,000 and/or the suspension of the licence for 7 days;
- For a manager a maximum fine of \$10,000; and
- For any other staff member a maximum fine of \$2,000

The police can also apply to the Liquor Licensing Authority for the suspension or cancellation of a Manager's Certificate

In order to protect you and our liquor licence, Proof of Age documentation **MUST** be requested where a person appears to be 25 years or younger.

The only acceptable forms of photo identification are:

- A NZ photo driver's licence
- A NZ or overseas passport
- A Kiwi Access Card- which has replaced the HANZ 18+ Card

In our premises there must be no exception – No ID = No Service. If someone cannot prove they are 18 years old or over, then they must not be served.

If you are in any doubt, please contact the Duty Manager.

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STAFF ACKNOWLEDGEMENT FORM

2. A minor in a restricted area or unaccompanied in a supervised area

Minors are not allowed to be in restricted areas or to be unaccompanied in a supervised area and it is an offence for a licensee or manager to allow such a situation to occur. Upon conviction, the penalty for doing so is:

- A maximum fine of \$2,000;

3. Sale and Supply of alcohol to intoxicated people

Alcohol cannot be sold to intoxicated people. Upon conviction, the penalties for doing so are:

- A maximum fine of \$10,000, for a manager or licensee;
- A suspension of the licensee's licence for up to 7 days;
- A maximum fine of \$2,000 for other staff

4. Unauthorised sale or supply of alcohol

It is an offence to sell and supply alcohol for consumption on the premises or to let people consume alcohol on the premises unless it is permitted by provisions in the Act (e.g. tastings). Upon conviction, the penalties for doing so are:

- A maximum fine for the licensee or the manager of \$20,000;
- The suspension of the licensee's licence for up to 7 days

5. Intoxicated whilst on duty

No one can be intoxicated whilst on duty. Upon conviction, the penalties for doing so are:

- A maximum of \$4,000 for a manager
- A maximum fine of \$2,000 for an employee

6. Permitting an intoxicated person to remain on licensed premises

An intoxicated person is not permitted to remain on licensed premises. Upon conviction, the penalties for doing so are:

- A maximum fine of \$10,000

STAFF ACKNOWLEDGEMENT FORM

7. Disorderly Conduct

It is an offence for a licensee or manager to allow any violent, quarrelsome, insulting, or disorderly conduct to take place on licensed premises. Upon conviction, the penalties for doing so are:

- A maximum fine of \$10,000

Acknowledgement:

I have read this document and understand my responsibilities in ensuring the law is complied with whilst undertaking my job. I agree to carry out my duties in a way which ensures the law, as set out in this document, is complied with.

Signature: 

Name: Santosh Shrestha

Date: 21.02.2024

MY ARG

QUICK CHECKLIST

KEY TASKS	Tick Box
All staff understand the Advertising Guidelines & Irresponsible Promotion of Alcohol	✓
All staff understand the Aim, Purpose and Object of the Sales and Supply of Alcohol Act 2012	✓
All staff have signed the Staff Acknowledgement form	✓
We have an updated Incident Register on site	✓
We display all responsibility posters required	✓
Employee File Information has been completed for each staff	✓
Employee Induction Checklist has been completed for each staff	✓
Duty, acting, temp manager registers are updated, complete and on site.	✓
Staff Training Register is updated, completed and on site.	✓
All staff have completed ServeWise.	✓
All Staff have completed the mandatory Training Academy modules	✓
CPTED Checklist has been completed	✓
Owner has completed the MBIE – Employment NZ online modules	✓
Social Host Responsibility Policy complete and displayed	✓

MY ARG

QUICK CHECKLIST

KEY TASKS	Tick Box
All staff understand the Advertising Guidelines & Irresponsible Promotion of Alcohol	✓
All staff understand the Aim, Purpose and Object of the Sales and Supply of Alcohol Act 2012	✓
All staff have signed the Staff Acknowledgement form	✓
We have an updated Incident Register on site	✓
We display all responsibility posters required	✓
Employee File Information has been completed for each staff	✓
Employee Induction Checklist has been completed for each staff	✓
Duty, acting, temp manager registers are updated, complete and on site.	✓
Staff Training Register is updated, completed and on site.	✓
All staff have completed ServeWise.	✓
All Staff have completed the mandatory Training Academy modules	✓
CPTED Checklist has been completed	✓
Owner has completed the MBIE – Employment NZ online modules	✓
Social Host Responsibility Policy complete and displayed	✓

EMPLOYEE INDUCTION CHECKLIST

PRIOR TO EMPLOYMENT	DONE
• Employment Agreement and Forms • Discussed 90 day trial period • Signed offer of employment	✓ ✓ ✓
INDUCTION PROCEDURE	DONE
• Complete Employee information form • Sign and understand employment agreement • Complete PAYE Forms and Kiwisaver Forms • Workplace Rules	✓ ✓ ✓ ✓
LEGISLATION	DONE
• Understand the Object of the Act • Sign the Liquor Act acknowledgement Form (SSAA) • Ban the Crime Training • Stings • Incident Book • Any persons allowed on site but must be 18+ to purchase alcohol or cigarettes • False ID's and how to deal with them • How to identify intoxication and refusal of service • Private Premises (you don't have to serve anybody but safety is a priority)	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓
GENERAL TRAINING	DONE
HEALTH & SAFETY	DONE
• Incident Book • Stock Placement • Heavy Lifting • Hygiene when dealing with rubbish and cleaning • Sexual Harrassment • Dealing with problems in the workplace • Fire & Police Phone numbers	✓ ✓ ✓ ✓ ✓ ✓ ✓
DRESS CODE	DONE
• Must wear uniform shirt & appropriate pants • Tidy Clothing & Appearance	✓ ✓
PRIVATE INFORMATION	DONE
• We will not give out any of your personal information • Do not give out the personal information of other staff memebers including cellphone number	✓ ✓
SECURITY	DONE
• Security cameras operating - these are there to protect you • Cash Out • Money Drops • Welcoming on Arrival • Armed Hold Up Protocols	✓ ✓ ✓ ✓ ✓

EMPLOYEE INDUCTION CHECKLIST

CUSTOMER COMPLAINTS	DONE
• Customer View Point • Replacing Faulty Product • Lifetime value of a customer	✓✓✓
DEALING WITH CONFLICT	DONE
• Thief • Disgruntled Customers • Third person response • Main responsibility is to keep yourself safe	✓✓✓✓
DUTIES & OBLIGATIONS	DONE
• Listed within the employment agreements • Anything that is reasonable and asked of you by your manager	✓✓
CELLPHONE AND COMPUTER USE	DONE
• Restrict cellphone use to your breaks • No personal computer use at work, this includes e-mails and facebook	✓✓
BREAKS	DONE
• You can request a half hour unpaid lunch break or work through with an informal break in a quiet time • You will have breaks in quiet times not set times and should remain available to help if necessary	✓✓
DUTY MANAGER	DONE
• You will report to the Duty Manager • Opportunity to gain General Managers Certificate	✓✓
OTHER PRIVILEGES	DONE
• Use of Company Vehicles • Gifts and rewards are up to management discretion • Staff buying privileges	✓✓✓
SITE AWARENESS	DONE
• Tour of workplace showing fire extinguishers, exits, toilets and all other facilities/ safety equipment	✓✓

I have been informed of all the above conditions and circumstances of my employment and have completed a full induction into the workplace.

Name:

Signature:

Date:

Santosh Sharma
[Signature]
21-07-2024

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NEW ZEALAND

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"RK - 3"

The Bottle-O Fairlie

Alcohol Management Plan

The following operational controls and management measures are implemented at the premises to minimise alcohol-related harm, support responsible retailing practices, and maintain the amenity and good order of the surrounding locality.

The premises acknowledges that it operates within a small rural community. The measures below reflect the operational risks associated with that environment.

Identified Risk	Risk Rating	Potential Issues	Management Measures / Actions
Underage purchase attempts	High	Young persons attempting to purchase alcohol directly from the premises, particularly during after-school periods or weekends.	• Operate a strict Challenge 25 policy. • Mandatory ID checks for anyone appearing under 25 years of age. • Accept only approved forms of identification. • Staff training on fake or altered ID recognition. • Refuse sales where identification cannot be verified. • Record refusals in the incident register. • CCTV monitoring at entry and point-of-sale areas.
Secondary supply / proxy purchasing	High	Adults purchasing alcohol for minors or vulnerable persons. Increased risk due to nearby schools, parks, and youth gathering areas.	• Staff trained to identify proxy purchasing indicators. • Monitor suspicious group purchasing behaviour. • Refuse sales where secondary supply is suspected. • Monitor persons waiting outside the premises. • Signage advising that supplying alcohol to minors is unlawful.

Identified Risk	Risk Rating	Potential Issues	Management Measures / Actions
			Escalate concerns to duty manager where necessary.
Sales to intoxicated persons	High	Intoxicated persons attempting to purchase alcohol from the premises.	- Staff training on signs of intoxication. - Active supervision by duty managers. - Immediate refusal of service where intoxication is suspected. - Calm and professional refusal procedures. - Incident recording and escalation procedures. - Police contacted where behaviour becomes aggressive or unsafe.
Public drinking in Alcohol Ban Area	Medium – High	Alcohol purchased from the premises being consumed in public spaces.	- Additional vigilance during weekends, public holidays, and warmer periods. - Refuse suspicious bulk or high-risk purchases where appropriate. - Encourage customers not to congregate outside the premises. The Store is in Alcohol Ban Area. - Liaise with Police or Council where recurring concerns arise.

Identified Risk	Risk Rating	Potential Issues	Management Measures / Actions
Loitering outside the premises	Medium	Congregation of customers outside the store causing nuisance or intimidation to nearby community members or shoppers.	• Active monitoring of the premises frontage. • Prompt intervention by staff or duty managers. • Request persons move on where appropriate. • Maintain adequate exterior lighting and visibility. • CCTV monitoring of external areas. • Contact Police if behaviour escalates.
Anti-social or disorderly behaviour	Medium – High	Aggressive, disruptive, or intimidating behaviour impacting staff, customers, or nearby residents.	• Duty manager intervention procedures. • Maintain incident register. • CCTV coverage throughout premises. • Immediate escalation to Police where safety risks arise. • Staff instructed not to engage in physical confrontation.
Impact on nearby schools and sensitive sites	High	Alcohol-related activity adversely affecting nearby educational or community facilities.	• Increased vigilance during school finishing times. • Monitoring of youth congregation near premises. • Responsible signage and advertising practices. • No sale of alcohol to anyone in school uniform regardless of age. • No promotions targeting youth or excessive consumption.

Identified Risk	Risk Rating	Potential Issues	Management Measures / Actions
			• Maintain respectful and community-focused operations. • Prompt response to complaints or concerns raised by neighbouring facilities.
Impact on residential amenity	Medium	Noise, nuisance, litter, or disruptive behaviour affecting nearby residents.	• Maintain clean and tidy premises frontage. • Discourage congregation outside premises. • Monitor customer behaviour during peak periods. • Prompt response to complaints. • Maintain regular management oversight of external areas.
High-risk purchasing patterns	Medium – High	Bulk purchasing, rapid consumption patterns, or purchases associated with harmful drinking behaviour.	• Monitor unusual or high-volume purchases. • Duty manager oversight of suspicious transactions. • Avoid irresponsible promotions. • Staff discretion to refuse concerning sales where appropriate. • Ongoing staff training regarding harm minimisation.

Identified Risk	Risk Rating	Potential Issues	Management Measures / Actions
Theft and shoplifting	Medium	Theft of alcohol products or threatening behaviour associated with shoplifting incidents.	• CCTV monitoring throughout premises. • Maintain clear sightlines within store. • Staff awareness and supervision. • Incident reporting procedures. • Police contacted where necessary. • Staff instructed to prioritise personal safety.
Staff safety risks	High	Aggressive customers, refusal situations, or unsafe interactions.	• Regular discussions with staff on topics such as de-escalation and refusal techniques. • Clear escalation procedures. • Duty manager support available. • CCTV monitoring. • Emergency procedures in place. • Staff instructed not to place themselves at risk.
Non-compliance with licence conditions or legislation	High	Breach of licence conditions or obligations under the Sale and Supply of Alcohol Act 2012.	• Comprehensive induction training. • Ongoing refresher training. • Duty manager supervision. • Training records maintained. • Regular review of operational procedures. • Immediate corrective action where issues are identified.

Identified Risk	Risk Rating	Potential Issues	Management Measures / Actions
Inadequate staff knowledge or training	Medium – High	Staff not understanding legal obligations or responsible retailing expectations.	• Mandatory induction training prior to unsupervised duties. • Six-monthly refresher training. • Ongoing coaching and supervision. • Training records maintained on-site. • Additional training provided following incidents or compliance concerns.
Complaints from community or enforcement agencies	Medium	Concerns raised regarding the operation of the premises or customer behaviour.	• Prompt investigation of complaints. • Maintain open communication with enforcement agencies where required. • Review operational practices where concerns are identified. • Implement additional controls if necessary. • Maintain incident and complaint records.
Peak trading periods presenting elevated risk	Medium – High	Increased customer activity during weekends, holidays, or events resulting in elevated operational risks.	• Additional monitoring during high-risk periods. • Increased duty manager oversight. • Additional staffing where appropriate. • Enhanced ID and intoxication monitoring. • Active exterior supervision during peak times.

"RK - 4"

Link to Facebook post - [\(1\) Fairlie Uncensored | Kia ora Fairlie, If you are concerned about alcohol harm in Fairlie, please consider objecting to the proposed new bottle store at 83 Main Street | Facebook](#)

The screenshot shows a Facebook post by Liz Gordon, dated July 20. The post text reads: "Kia ora Fairlie, If you are concerned about alcohol harm in Fairlie, please consider objecting to the proposed new bottle store at 83 Main Street. This guy is NOT a local! 50 objections to date. Objections close **Wednesday**. The link is here: <https://form.jotform.com/261781541711859>". Below the text is a graphic with the text "COMMUNITIES AGAINST ALCOHOL HARM" and "FORMJOTFORM.COM". The graphic also says "Objection to The Bottle-O Fairlie, 83 Main Street, Fairlie" and "Please click the link to complete this form." The post has 12 likes and 39 comments. Below the post, a list of comments is visible:

- Gael Williams - 6w: Against (1 like)
- Leanne Williams - 6w: Is there a respective form for the support of this bottleshop? To be fair ... (55 likes)
- Shona Parsons - 6w: This is a strange question... is the person trying to open this based in Palmerston North? (1 like)
- Ronny Johnson - 6w: Small minded twat, worry about yourself instead of imposing your beliefs on others (3 likes)
- Shirley Trotter - 6w: I hear these people who want to open this shop give back to the community so I don't think it will do any harm. (16 likes)
- Lea Clarke - 6w: Liz Gordon do you live in Fairlie or surroundings areas? Cause your profile suggests you maybe don't. (16 likes)
- Scott Thomson - 6w: Wheres the form for in favor of it? (12 likes)
- Aulana Edmondson - 6w: ...

Aylene Edmonston · 6w
i think it will be a great thing for fairlie it will fill an empty shop on the main street and give locals and tekapo people a chance to buy local and not have to go to timaru bottle stores you buy there take it home so its not going to effect schools etc also there wont be bottles thrown around the area like some people are saying it will be a great asset for fairlie so dont knock it till you try it bring it on john edmonston local all my life now a pensioner all you people for it get behind it have your say thankyou john ed
👍 Reply Share 25

Mandy Clark · 6w
Can you give us the link for those of us locals, and there seems to be quite a few who are supportive of what will be an asset for our community please.
👍 Reply Share 3

Stephen Davison · 6w
I'm there once or twice a month bring it i say and strictly my opinion of course
👍 Reply Share

Rachel Beattie · 6w
Liz you are very busy , objecting to a bottle store here in Fairlie one in Leeston and one in Motueka may I suggest you stick to tea houses , or you could have a whiskey and chill out.
👍 Reply Share 22
View 2 replies

Jo Lane · 6w
I think it's great for the town and would be great to see shops filled again in this wee town
👍 Reply Share 2

Steve Dunphy · 6w
100% in support of any new business in town.
👍 Reply Share

Lain Hellmrich · 6w
Liz Gordon you're not a local! So why should you have a voice in our community. This shop and these new owners will be a great addition to our town.
👍 Reply Share 10

Lain Hellmrich · 6w
Can we start a petition for being in favor? Does anyone know how. ??
People have enjoyed a drop or two throughout history. The minority (that's what you are liz) shouldn't decide the outcome of a motivated new shop owner And a thirsty local population.
👍 Reply Share 16

Leaine Rush · 6w
You can submit a formal letter of support for the application. All the details on how to are in the attached notice. Submissions close on 22 July 2026. So if you think this is something you want in the community, use your voice in the correct channels. Only way you will be heard. You may need to appear at the hearing to speak as well, to show support.
Here is the link if you can't read the attachment
<https://www.timaru.govt.nz/.../401.2026.6.1-Off-Licence...>

👍 Reply Share Edited 10

Like Reply Share 1

Molly Anderson · 6w
Pretty sure the bottle shop owner is more local than you Liz...

Like Reply Share Edited 1

Michal Gratkowski · 6w
100% support the initiative and a good opportunity to bring employment to our community.
Small minded mentality will only see Fairlie become a ghost town.
I suggest anyone in support of the initiative, sends an email to:
dlcsecretary@timdc.govt.nz
Using "support" as the subject line.

Like Reply Share Edited 1

Carl Duchaud · 6w
You only have 2 posts in this group, both related to this bottles store. You clearly have an agenda. The availability of an additional store won't make a difference especially in a town that small, that will likely have the same opening hours. If anything competition will lower prices

Like Reply Share

Brett Whitehead · 6w
Where do you live Liz Gordon? Seems what goes on round here has bugger all to do with you!

Like Reply Share 2

Wess Barrett · 6w
We sure you're not with Bottle-O trying to get the names and addys of all those who oppose it?

Like Reply Share 1

Scott Thomson · 6w
Attach your full names address and phone number if you are in support of the Fairlie Bottle-O to the email address.

Like Reply Share 2

Susie Hyde · 6w
Fairlie is a growing rural community that serves both residents and a steady flow of visitors throughout the year. We already have accommodation providers, cafés, restaurants, and other businesses that meet the needs of locals and tourists alike. A bottle store would complement these existing services and reflect the reality of a town that is continuing to develop and diversify its local offering.

Like Reply Share 2

Alan Coles · 6w
Although no longer a resident of the Fairlie area, I think a decent bottle store is needed, competition is what makes a healthy town.

Like Reply Share 1

Mark Butcher · 6w
Why does it matter if the applicant is local or not. Stop being so narrow minded. Fresh blood into the community is always a positive thing.

Like Reply Share

 **Mandeep Brar** · 6w
Hi Liz and the Fairlie community,
I am Mandeep Singh. My family and I own The Bottle-O Washdyke and The Bottle-O Pleasant Point.
We like the other community members here work hard, pay the taxes and try to support our communities by giving back wherever we can.
We understand our responsibilities as licence holders and have always been responsible operators. We have never failed to uphold the law.
However, if you have any concerns about us, please feel free to contact us or visit either of our stores. We would be happy to meet with you and have a chat.
To the Fairlie community, as some of you may know that we have been living in Pleasant Point for the past five years. We are so grateful for all your kindness and acknowledgment. We are committed to supporting community events, local sports teams, and helping the community in any way we can. If (according to this organisation and Liz) that does not make us part of the community, then we are not sure what we would have to do.

 Reply Share Edited  40

 **Hollie Elliot** · 6w
I'm sure I'm not the only one, but coming home to Fairlie (yes I'm an ACTUAL) local.. you have to plan to stop at either Geraldine, or go to Point or Timaru if you're interested in drinking something other than beer or wine. I think it would get plenty of business. Especially with tourists coming through. Think you should maybe try a gin or two and lighten up Liz.

 Reply Share  1

 **Jock Westgarth** · 6w
Shut the fuck up lizard gordan

 Reply Share Edited  6

 **Mitch Dunbar** · 6w
Did anyone see the comment the proposed owner put up ? Pure class from him 🙌 great people and a great business owner 🙌

 Reply Share  1

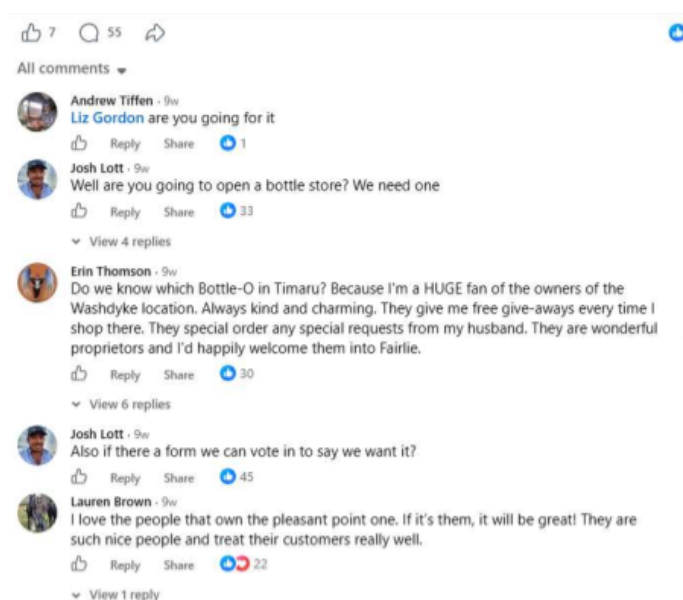
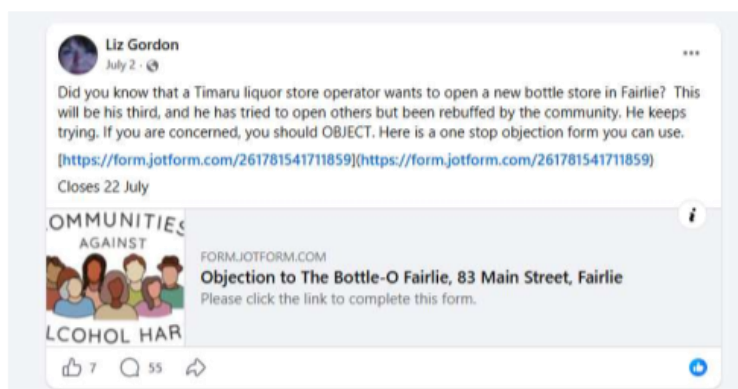
 **James Rennie** · 6w
Having owned a pub for many years I got most of my liquor supplies from Mandeep and his family in pleasant point .Mandeep was great to deal with,he is very friendly and was always helpful .i think they would be a great addition to the Fairlie community.. where do you live Liz Gordon ?

 Reply Share  1

 **Natasha McDonald** · 6w
Also a local fairlie needs a bottle store I'm sure you will be supported 🙌

 Reply Share

Link to the Facebook post - [Fairlie Uncensored | Did you know that a Timaru liquor store operator wants to open a new bottle store in Fairlie | Facebook](#)



Sophie Cartmer · 9w
Those us that enjoy having a drink with friends on a weekend, buying a bottle of champagne for milestones, a nice gin for a friends birthday etc would appreciate a Bottle-O. Yes please.
👍 Reply Share 20
View 1 reply

Regan O'Leary · 9w
What is everyone's problem? , we are not talking about a brothel on the Main Street!! It's not like booze has never been sold in Fairlie before. Not everyone I imagine is comfortable buying from the derilic old pubs(I apologise is offended) we have to offer. The shop in Pleasant Point (which I think is owned by the same operator) is a tidy well presented and run business.
I personally would prefer to see thriving businesses coming to Fairlie rather than a main street with half the shops empty.
👍 Reply Share 64
View 2 replies

Michal Gratkowski · 9w
What if we want to support the initiative?
👍 Reply Share 8

Jess Moffat · 9w
Would love to sign a petition all for a bottle store in fairlie! - can you make one of them too!?
👍 Reply Share 20

Liv France · 9w
Mandeep and Raj are fantastic. I have no problems with this proposal.

Lea Clarke · 9w
Such friendly people who run the other 2, I have no issues with them opening one in Fairlie.
👍 Reply Share 11
View 2 replies

Lee Hoppy · 9w
Healthy competition i say keeps prices down. Looking at the comments the majority are for it. Petrol prices why would you not want a timaru company right in town makes sense to me. Why is the Fairlie community so opposed to growth and development in the business sector. 🤔
👍 Reply Share 7
View 2 replies

Milo Klaus · 9w
Where can I object against the object ?
👍 Reply Share 6

TedandWendy Blacklock · 9w
It will be good for Fairlie .Save having to travel into Pleasant Point .
👍 Reply Share 8

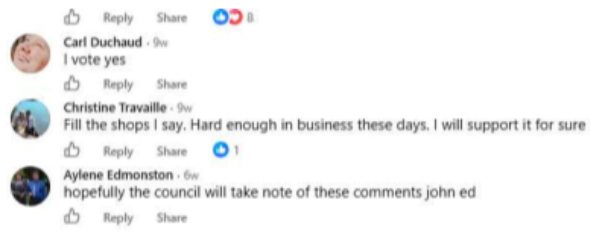
Denise Gabsa · 9w
Good on them
👍 Reply Share

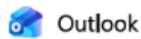
Rachel Beattie · 9w
They are great kind people who already support this community and have for some time.
👍 Reply Share 8

Jayden King · 9w
Get over yourself seriously 🤔 it's well needed considering the only 2 places are the thirsty at top pub and 4 square which both over priced in my opinion
👍 Reply Share 6

Wess Barrett · 9w

-  **Lea Clarke** · 9w
Think the room as been misread on this one maybe!
👍 Reply Share 11
-  **eat cafe & bar** · 9w · Follow
Love the couple in pleasant point they have been so helpful in finding us stuff that's a little bit different. I would definitely make use of their business if they come to fairlie. Sometimes you just need something a little special for a birthday gift or celebration pressie
👍 Reply Share 9
-  **Johnny heart** · 9w · Follow
Was thinking a calendar girls would actually fit in nicely instead of the liquor store since everyone has a problem with it.
👍 Reply Share 2
View 1 reply
-  **Steve Dunphy** · 9w
In support of having a bottle store in town
👍 Reply Share 1
-  **Bruce Andrews** · 9w
Id hate to have a bottle store that sells everything.....said no one ever, well maybe Liz Gordon. But looks like everyone else pretty keen #bringonthebottle-o
👍 Reply Share 8
-  **Elizabeth Watson** · 9w
Great idea to have a bottle store in Fairlie
👍 Reply Share 2
-  **Luke Howat** · 9w
If it gives people another reason to stop in the town then why not? I mean if it's not something you want to support then don't shop there i can't see how it can be any more simple than that.
-  **Marissa Elizabeth Tairua** · 9w
Not concerned. Think it would be nice to have a proper bottle store. All the best to them
👍 Reply Share 1
-  **Kerry Boon** · 9w
The owners of Bottle O in P/Point are awesome.
Look after our 2 main clubs in Albury very well.
Bring it on in Fairlie more choice for a damm good price.
Not as though they're setting up next to a school.
👍 Reply Share Edited 3
-  **Alan Coles** · 9w
Just what Fairlie needs, it is known as progress, I am in favor of the Bottle O coming to town,wish there was one there in the 1980s.
👍 Reply Share 1
-  **Paul Gallagher** · 9w
What the hell's wrong with competition it good for everyone
👍 Reply Share 1
-  **Mandy Clark** · 9w
To the lady who posted this ,do you live in fairlie?What exactly is the perceived problem,you are objecting to?
👍 Reply Share 4
-  **JulieSteve McDonald** · 9w
It will be great we have enough empty shops on the main st people will still buy their beer and wine from the pubs and four square it will be nice to be able to get a nice whisky or port to buy for presents for special occasions and its not as if people go in and whip the top off a bottle of whateva and skull it up the main st people will just call in to grab drinks to go to a party or just have a quiet one at home love the one at point so friendly and helpful
👍 Reply Share 8
-  **Carl Duchaud** · 9w





"RK - 5"

FW: Public Objections - Bottle-O Fairlie

From DLC Secretary <dlcsecretary@timdc.govt.nz>
Date Thu 17-Sep-26 2:04 PM
To Pervinder Davies <pervinder@pervinderdavieslaw.co.nz>
Cc DLC Secretary <dlcsecretary@timdc.govt.nz>

Good afternoon Pervinder,

Thank you for your patience while I confirmed the position with the DLC Secretary.

[REDACTED]

For your information, a total of 45 objections were received. Of those:

- 15 objectors provided an address.
 - 13 of those addresses appear to be within the Fairlie district.
 - 3 objectors have subsequently withdrawn their objection; and
 - 2 objectors provided out-of-area addresses. The Commissioner will determine whether those objections meet the requirements of the Act and should be considered.
- [REDACTED]

Thank you for your patience as we work through this process.

Kind regards,
Claire Copeland
On behalf of the DLC Secretary



Paul Cooper | DLC Secretary

Timaru District Council | PO Box 522 | Timaru 7940
P: 03 687 7200 | W: www.timaru.govt.nz

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If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.

From: Pervinder Davies <pervinder@pervinderdavieslaw.co.nz>
Sent: Thursday, 17 September 2026 10:33 am
To: Claire Copeland <Claire.Copeland@timdc.govt.nz>
Cc: DLC Secretary <dlcsecretary@timdc.govt.nz>
Subject: Re: Public Objections - Bottle-O Fairlie

Hi Claire

Just following up on the email below to see if you could please provide a response to our request regarding the public objectors'.

Kind regards
Pervinder Davies

**BEFORE THE MACKENZIE
DISTRICT LICENSING COMMITTEE**

IN THE MATTER the Sale and Supply of Alcohol Act 2012

AND

IN THE MATTER of an application for new off-licence by
Singh Trading (2016) Limited ("Applicant") for 83 Main Street, Fairlie,
to be known as "The Bottle-O Fairlie".

Brief of evidence of Chrissie Bell

1. I objected to this application because I believe there is already serious alcohol related harm in Fairlie and a full service liquor store in the middle of our town will make it worse.
2. Our eldest daughter was 15 when she asked to have a sleepover at a friend's house and a reputable family. At midnight there was a phone call from the police. My daughter was unconscious and was being taken to hospital by ambulance with alcohol poisoning. An older teenager had bought the vodka for them. The fear and anguish a parent endures during a 50 minute drive following that ambulance is hard to describe.
3. There have been many incidents over the years, including of a person skipping school, getting into the parents' alcohol cabinet, falling off his motorbike and getting seriously hurt.
4. Parents of teenagers throughout the area are again gearing up for the party season and wondering how to keep their children safe.
5. There is real, concrete evidence of alcohol-related harm in Fairlie. That is why there is a 24/7 alcohol ban in the town. The Council has deemed alcohol harm to be bad enough that our rights to drink alcohol in public must be restricted!
6. Despite the ban, on our daily walks we regularly pick up cans and bottles from roadside and bushes. They are a very unpleasant look in our little town and show clearly that harmful drinking is happening here and impacting our community. This includes broken glass.
7. And then I need to talk about family harm. We know from very sad experiences and history how alcohol can be addictive and affect families through violence,

financial hardship, influence on children and, last but not least, health. We have a good friend whose family was broken up in a very sad way, and his health is greatly affected.

8. We have also seen terrible vehicle accidents and a few years back have lost two great young men through alcohol 'bravado'.
9. And very recently there was the stabbing on Main Street at 2.30 in the morning. A person had to be flown to hospital by helicopter.
10. We have 3 alcohol outlets in the middle of our little town already, the supermarket is open 12 hours every day, stocked with a wide selection of drinks. There is another pub at Kimbell 8kms away, another bottle store in Geraldine. Clubs like Golf and Rugby have their own licences.
11. I dare say almost everyone goes to Timaru for their shopping regularly. There are 2 Bottle O's on the way home (Washdyke and Pleasant Point) and a number of others in Timaru.
12. New Zealand research has found that the addition of liquor stores in an area makes binge drinking more likely and increases harmful drinking. Recent research shows that reducing access to alcohol reduces harm.
13. If this shop goes ahead, I will be even more concerned for our youth (who will always find someone the right age to buy for them). Sweet and easy to drink mixers will become even more cheaply available, as more competition drives down prices even further..
14. Our town is too small for a business like this!

Chrissie Bell

The Evidence on Outlet Density and Harm

- **Increased Crime and Violence:** Studies consistently show that closer geographic access and higher concentrations of off-licence alcohol outlets are tied to higher rates of serious violent crime, common assault, sexual offenses, and public disorder.
- **Binge and Hazardous Drinking:** Greater availability makes alcohol easier to obtain, which statistically drives up rates of binge drinking and hazardous consumption. For example, research cited by public health experts indicates that tripling the number of

local off-licences can lead to roughly a 48% increase in binge drinking and a 26% rise in related harms. [1]

- **Broader Social Costs:** Higher outlet density is also linked to increased self-harm, property damage, traffic accidents, and negative impacts on teenage drinking patterns. [1, 2]

Articles cited:

M. Hobbs, L. Marek, J. Wiki, M. Campbell, B.Y. Deng, H. Sharpe, J. McCarthy, S. Kingham,

Close proximity to alcohol outlets is associated with increased crime and hazardous drinking: Pooled nationally representative data from New Zealand,

Health & Place, Volume 65, 2020,

Abstract: This nationwide study investigated the relationship between proximity to alcohol outlets (off-licence, on-licence, and other-licence) and two adverse outcomes; hazardous drinking and crime (common assault, non-aggravated sexual assault, aggravated sexual assault, and tobacco and liquor offences). After adjustment for important individual- and area-level factors, close proximity to alcohol outlets was associated with increased risk of hazardous drinking, with strong associations for on-licence outlets. Proximity alcohol outlets was also strongly associated with all crime outcomes, often with a dose-response relationship. Nationally representative New Zealand data showed that close proximity to alcohol outlets was associated with increased crime and hazardous drinking.

Connor JL, Kypri K, Bell ML, Cousins K. **Alcohol outlet density, levels of drinking and alcohol-related harm in New Zealand: a national study.** J Epidemiol Community Health. 2011 Oct;65(10):841-6. doi: 10.1136/jech.2009.104935. Epub 2010 Oct 14. PMID: 20947871.

Main findings: The positive associations seen between alcohol outlet density and both individual level binge drinking and alcohol-related problems appear to be independent of individual and neighbourhood SES. Reducing density of alcohol outlets may reduce alcohol-related harm among those who live nearby.

BRIEF OF EVIDENCE OF REVEREND CRAIG ALLAN**Introduction**

1. My name is Rev. Craig Allan. I am the Minister of the MacKenzie Co-operating Parish. This is my personal evidence.
2. I live at Burke's Pass. My ministry extends across a broad geographical area, including Fairlie, Albury and the area through to Lake Pukaki.
3. The church with which I am associated is approximately 150 metres from the premises for which the liquor licence is sought.
4. Although I have only been living in the area for a couple of years, my wife and I have had dealings with local schools and with people in Albury and Fairlie. We have been struck by the degree of warmth within the community.
5. I have less direct knowledge of young people in Fairlie. My own children are now well beyond the school system and I have had limited dealings with the local high school. My tentative impression is that youth activities are substantially centred around sport.
6. Looking ahead, the church would like to provide safe social opportunities for young people in the community.
7. My objection to the proposed liquor store is principally based on my concern about the effects of increasing access to alcohol on the community.
8. I am not opposed to alcohol being available.
9. My concern is with the effects of increasing the ease of access to alcohol.
10. I consider that making alcohol easier to obtain has the potential to have a negative impact on the community. I cannot see how increasing access to alcohol would benefit the Fairlie community.
11. If people wish to purchase alcohol in Fairlie, there are already opportunities for them to do so.

12. I am concerned that increasing the availability and ease of purchase of alcohol may increase the potential for alcohol related harm.
13. My concern is particularly about the longer term social fabric of the community. I want to see Fairlie remain a community in which people support one another and in which the community is able to flourish.
14. I cannot see how increasing access to alcohol contributes to that objective.
15. I understand that the proposed premises are a business venture. I do not wish to suggest that the applicant has any improper personal motivation. However, from my perspective, the purpose of establishing another liquor outlet appears to be to generate profit for the applicant, and I cannot see any community benefit that would result from increasing access to alcohol.
16. The question for me is therefore what the proposed increase in access to alcohol will mean for the Fairlie community.
17. I consider that increasing access to alcohol will create a greater potential for harm, and I do not consider that this is in the interests of the Fairlie community.

Conclusion

18. My objection is based on my concern for the wellbeing and social fabric of the Fairlie community.
19. My evidence is that, as a minister working with people in the wider Fairlie community, I value the strong networks of support that exist there and I am concerned that increasing access to alcohol will not contribute positively to the community's wellbeing.
20. I also question what community benefit is obtained from establishing an additional liquor outlet where there are already local opportunities to purchase alcohol. In my view, the commercial rationale is apparent, but I cannot identify a corresponding benefit to the community.
21. For those reasons, I oppose the granting of the proposed licence.

Rev Craig Allen
23/9/26

**BEFORE THE MACKENZIE
DISTRICT LICENSING COMMITTEE**

IN THE MATTER the Sale and Supply of Alcohol Act 2012

AND

IN THE MATTER of an application for new off-licence by
Singh Trading (2016) Limited ("Applicant") for 83 Main Street, Fairlie,
to be known as "The Bottle-O Fairlie".

Brief of Evidence of Elizabeth Joyce McKenzie

1. My name is Elizabeth Joyce McKenzie. I am a PhD-qualified forensic scientist and a former Councillor for Canterbury Regional Council (2019–2022). I previously held a post-doctoral Research Fellowship in metabolomics at the Liggins Institute in maternal nutrition and infant development and was an Honorary Academic in the Department of Physiology. I currently work on a casual basis for the University of Auckland and part-time for Timaru District Council.
2. My partner and I live on the outskirts of Fairlie on a lifestyle block, and my mother lives in Fairlie near the main road. My family have lived in Fairlie for over 25 years. I moved to Fairlie to rejoin my family in 2019. My brother and his partner, both retired A&E nurses from Timaru Hospital, lived near Fairlie until recently moving closer to Timaru.
3. I object to this application for the following reasons:

No need for more alcohol in Fairlie
4. Firstly, there are already too many places to buy alcohol in Fairlie.
5. Fairlie is a township of around 600 people, rising to around 1,000 in the wider district. Fairlie already has several places where people can buy or obtain alcohol: the Fairlie Top Pub, the Fairlie Gladstone Hotel, the Fairlie Four Square and Eat Café, as well as the Fairlie Golf Club, Bowling Club and Rugby Club. In addition to these options, people can drive five minutes up the road and buy more alcohol at the Silverstream Pub in Kimbell.
6. A quick look at the Fairlie glass recycling bins on rubbish collection days shows the extent of the alcohol problem in our town. Furthermore, there is a 24/7 alcohol ban in place on Main Street. Alcohol bans are only usually implemented as a result of real alcohol problems. There is real harm here and another liquor store will make it worse.
7. In Fairlie we have limited access to GPs, addiction specialists, mental-health services, and rehabilitation programmes due to distance, transport difficulties, cost, and confidentiality concerns. This makes it difficult to manage alcohol-related conditions, and social isolation in rural areas may contribute to alcohol being used as a coping mechanism. This can create a reinforcing cycle in which delayed treatment allows alcohol-related health problems to worsen. Limited funding and personnel also reduces opportunities for prevention, early screening, and community-based support.

RTD's and spirits

8. Secondly, the nature of what the Bottle-O will be selling is significantly more concerning than the current local outlets. It will enable bulk purchasing of spirits and RTD's. These are not the sort of drinks your average person would purchase, such as a glass of wine or beer with a meal. These substances are primarily purchased by people with alcohol addiction problems, they are legalised, powerful, addictive drugs.
9. The sale of RTD's in particular are a concern for our community. Our previous neighbour near Fairlie is an alcoholic and consumes several RTD's daily. As a result his body is riddled with cancer. The proposed liquor store is in a prominent location in the town centre, a place school children frequent, both to and from school. It is well known that RTD's are appealing to children, and having this store positioned in a public area normalises the consumption of legalised drugs.
10. Furthermore, the proposed store is close to all the other alcohol licences in the area but will be the most visible. That would attract people away from our local businesses with current licences, having an adverse impact on them through direct competition.

Health risks

11. Alcohol is a dangerous carcinogen, even when consumed in moderate amounts. We have constant messages in Fairlie about someone or other in the community with cancer. While some of these cases will have other causes, alcohol is a well-known established contributor to all types of cancer.
12. For example, for breast cancer, you are looking at a 25% increase in risk with moderate drinking and a 60% increase in risk with heavy drinking. For bowel cancer, there is a 20-50% increased risk from drinking alcohol.
13. Binge drinking in young New Zealand women now exceeds that of men. Women are biologically more vulnerable to alcohol's damage at lower doses than men, so the health consequences per drink are worse.

Accidents

14. In addition to home and farm accidents, there are nearly twice as many road accidents due to alcohol in rural areas than elsewhere throughout our country.
15. In my first two years living in Fairlie, I was first on the scene at a serious car crash involving a heavily intoxicated local man with major injuries. The location was in a mobile-phone black spot, so I had to wave down passing motorists to notify emergency services. My brother and his partner were working in A&E and cared for the man, who was lucky to survive.
16. My brother and his partner have spent most of their working lives dealing with the terrible physical and social effects that alcohol has on people's lives. As a result, they do not drink, and are opposed to regular consumption of alcohol.

Violence and the cost to society

17. There are also personality changes and violence caused by alcohol. I know this from my previous work as a forensic scientist.
18. Research shows that chronic alcohol use is associated with major personality changes, including increased anxiety and moodiness, loss of empathy, antagonistic behaviour, decreased conscientiousness, and impulsivity.

19. Over half of all family violence involves alcohol. The Ministry of Health's recent analysis of alcohol harm estimated \$281 million in annual costs associated with intimate-partner violence attributable to alcohol, and a further \$74 million associated with child maltreatment attributable to alcohol. The NZ Institute for Economic Research estimated the total annual cost of alcohol harm at \$9.1 billion, including health, productivity, justice and social costs.
20. One of the main reasons the suffragettes lobbied for the right to vote prior to 1893 was to protect their families from alcohol-related poverty, domestic violence and abuse. The liquor interests of the time were sufficiently concerned about the prospect of women gaining the vote that they actively opposed the legislation.

Please protect our community

21. Thanks to these suffragettes and their supporters, I am able to actively participate in politics on an equal footing with men. However, I am not seeing the protection of women and their families from alcohol that these suffragettes lobbied for, and that is what I am asking this Committee for.
22. The question before this Committee is not just whether another source of alcohol is necessary in a community of this size, given the number of existing outlets, it is that the proposed Bottle-O would be the only place dedicated to selling alcohol. It will bring street front advertising for alcohol, which does not currently exist in Fairlie.
23. Alcohol harm is not simply a matter of individual choice occurring in isolation. The availability and accessibility of alcohol are recognised public-health problems. An independent review commissioned by the Ministry of Health found that reducing the availability of alcohol is the single most effective measure for reducing alcohol-related harm.
24. The consequences of alcohol do not stop with the person who purchases or consumes it. They are borne by partners, children, parents, friends, emergency workers, health services, police, employers and the wider community.
25. I respectfully ask the Committee to consider not just the commercial interests associated with the proposed licence, but also the health, safety and wellbeing of the whole Fairlie community.
26. I wish to present my submission in person.

Yours sincerely,

Elizabeth McKenzie