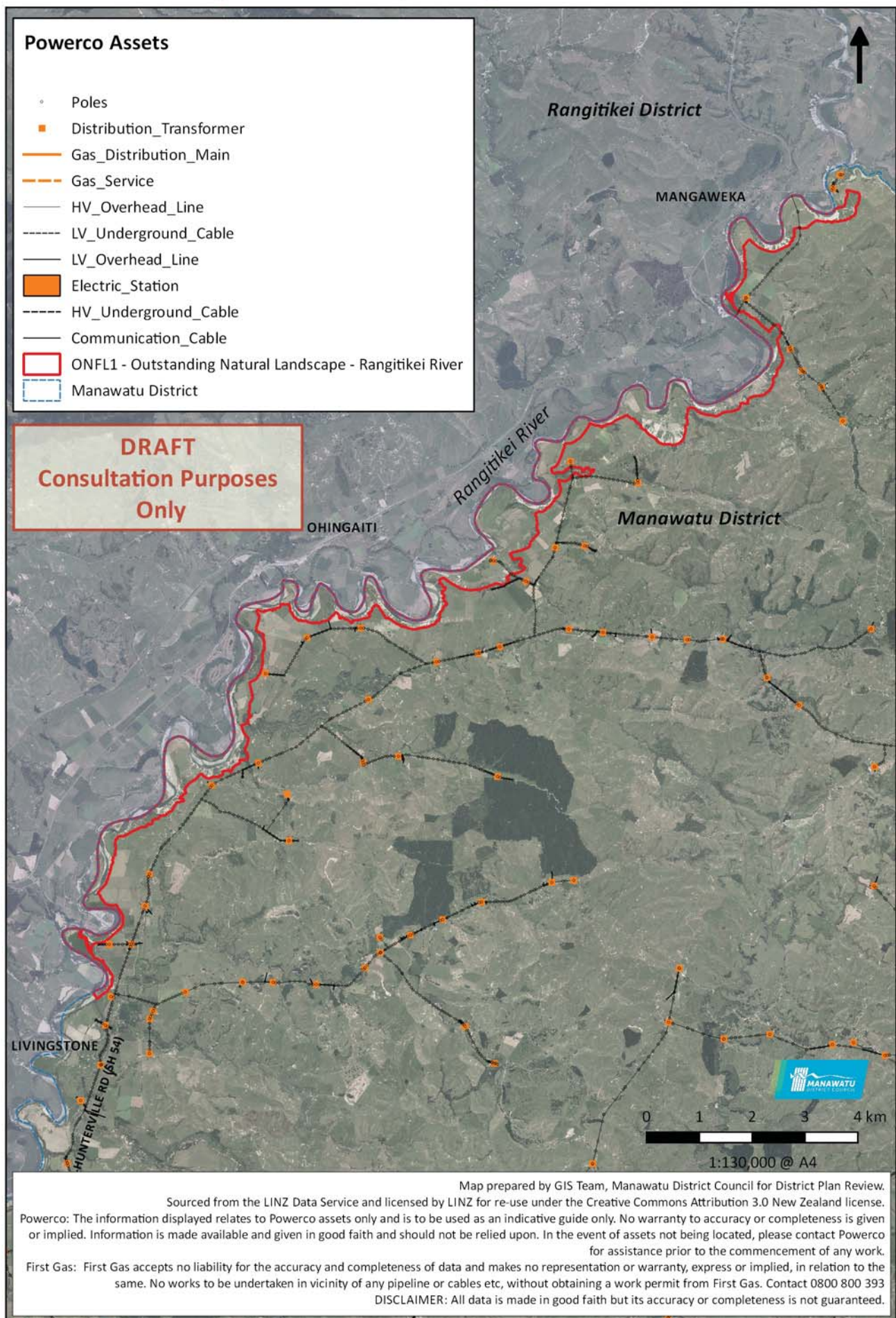
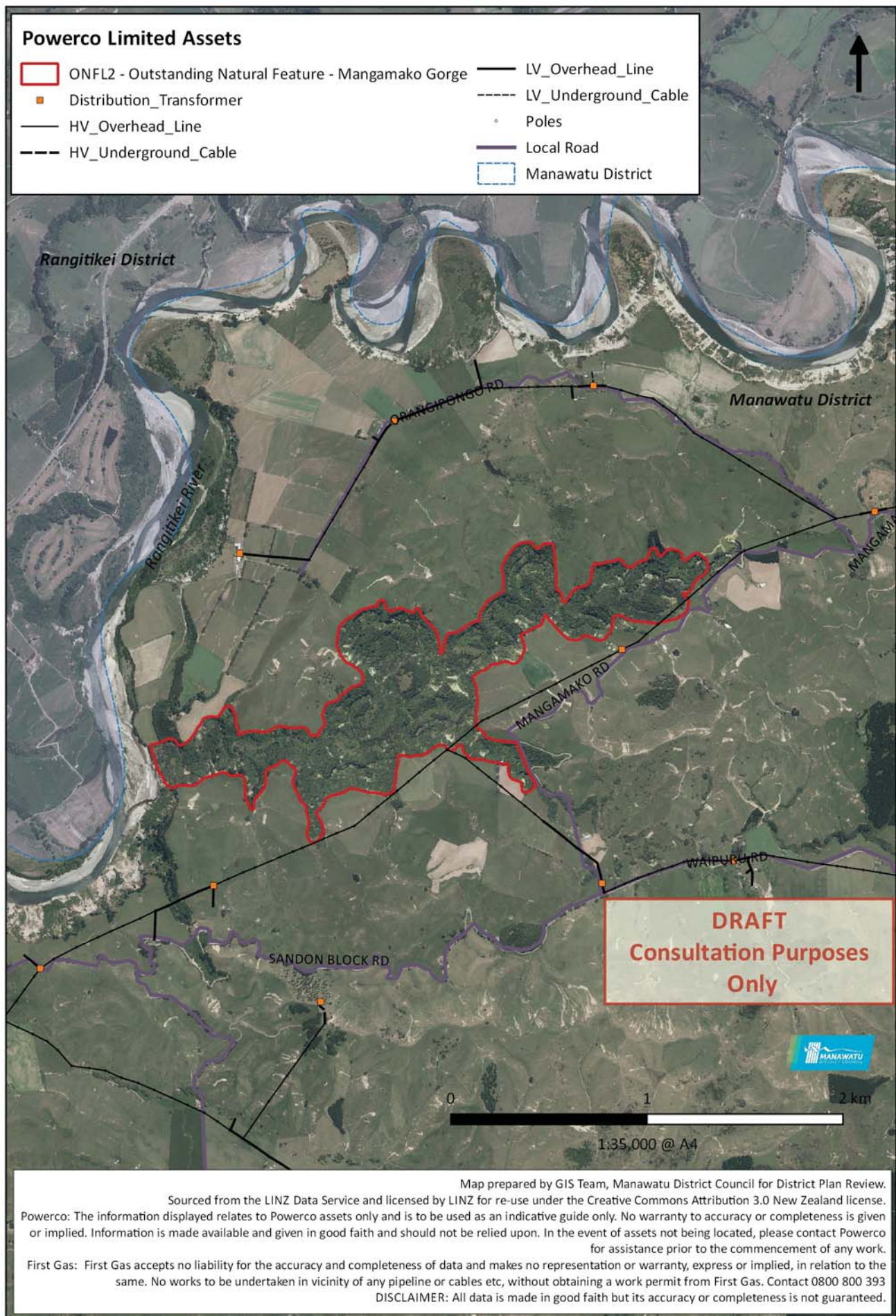


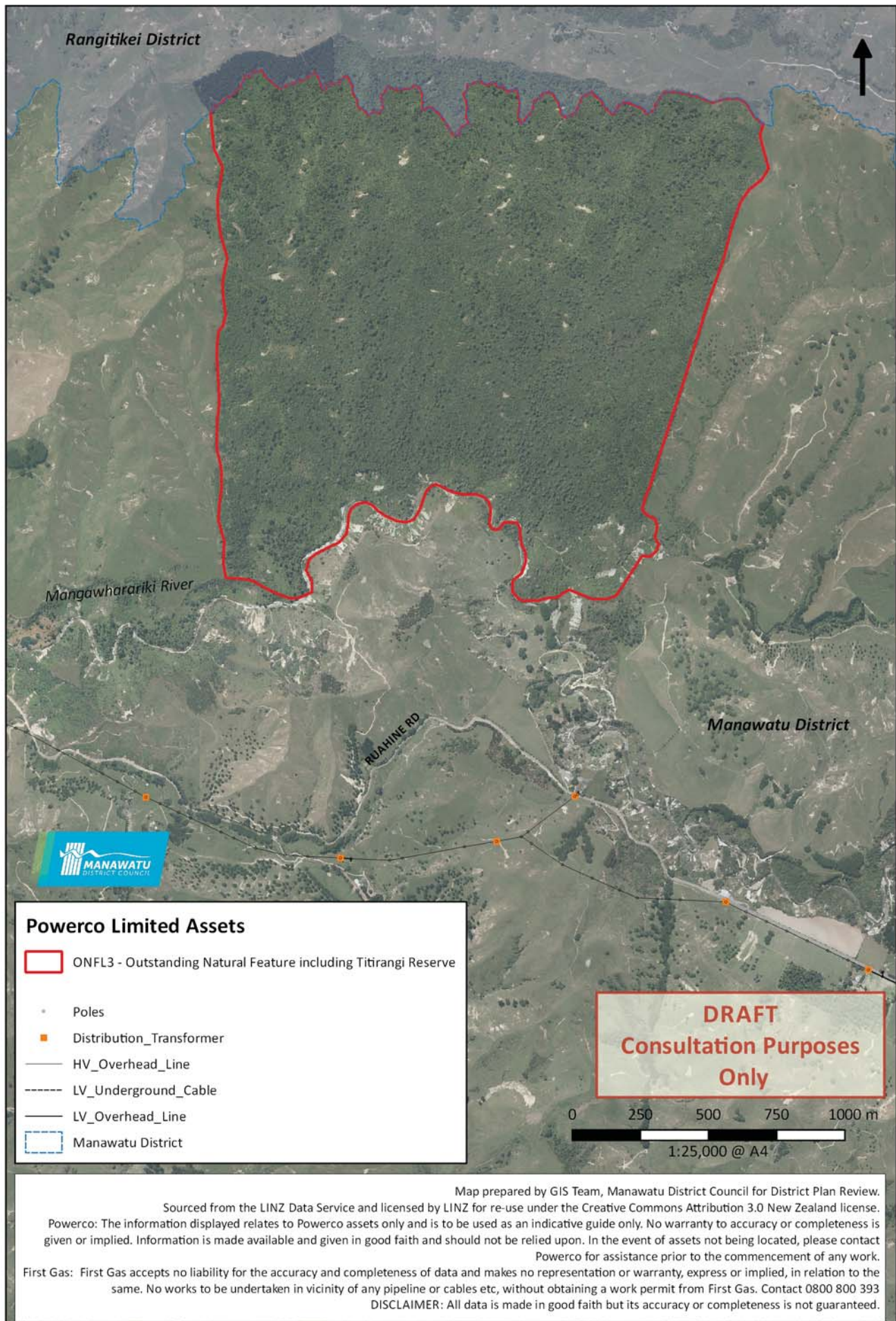
ONFL1 - Outstanding Natural Landscape - Rangitikei River



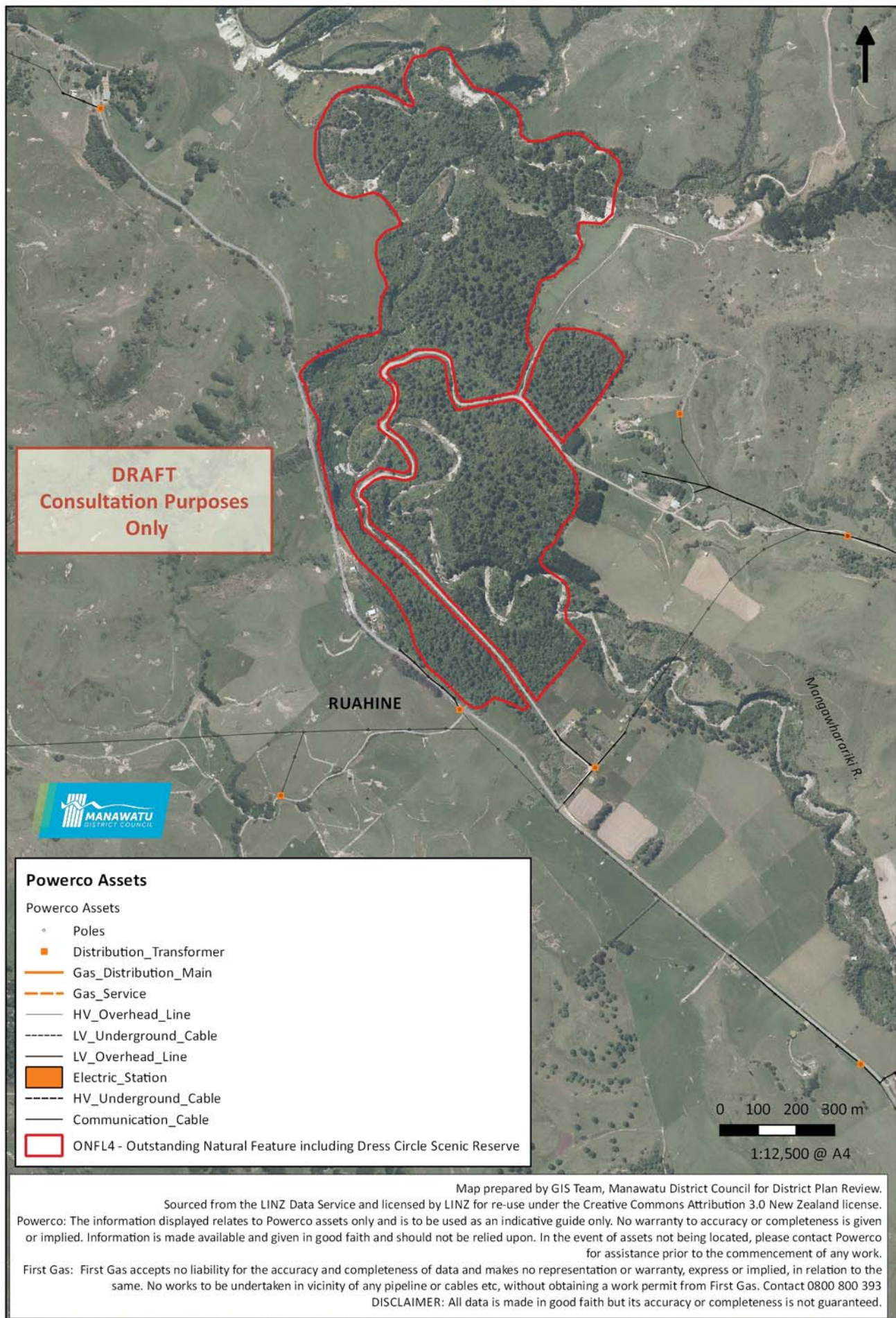
ONFL2 - Outstanding Natural Feature - Mangamako Gorge



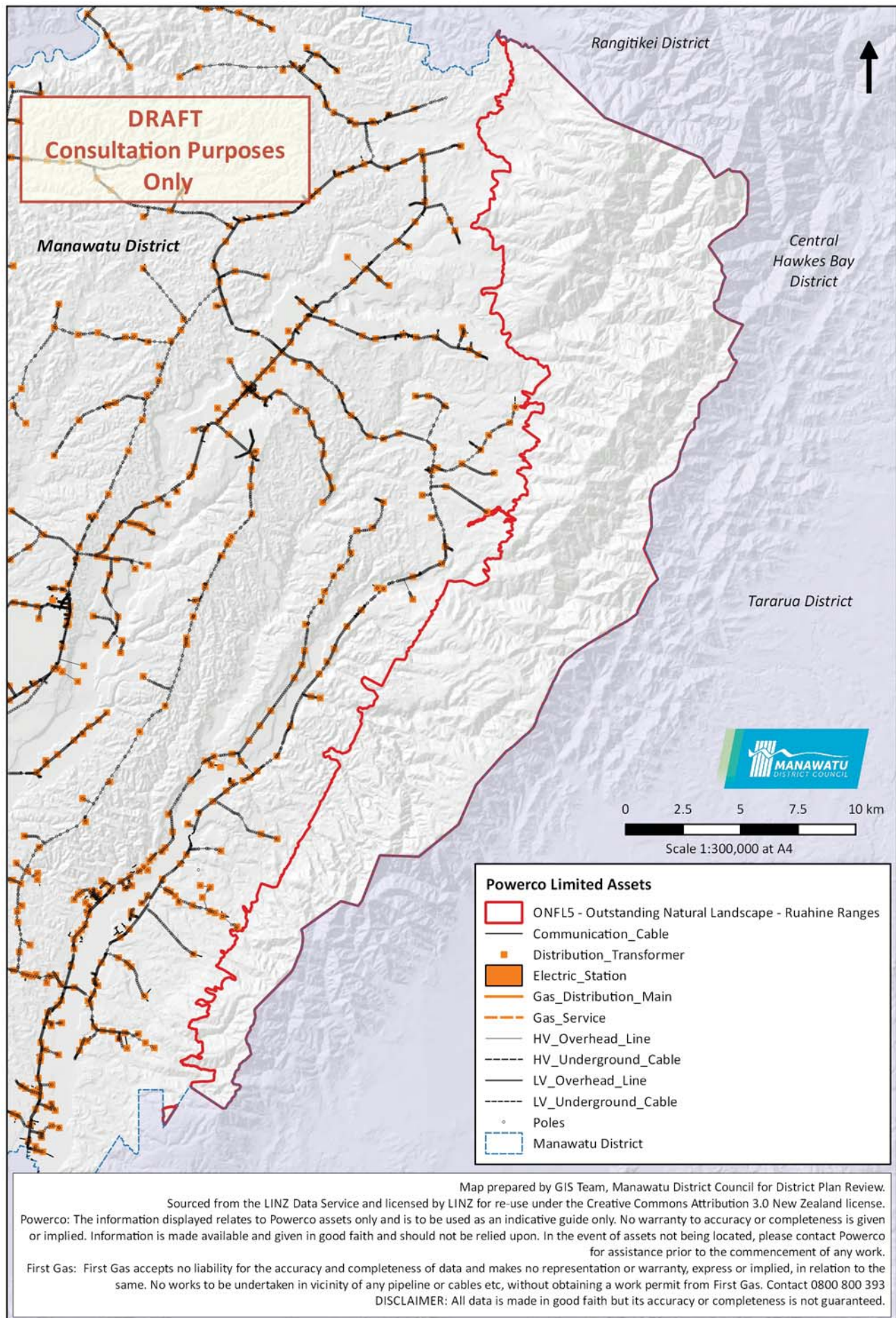
ONFL 3 - Outstanding Natural Feature including Titrangi Reserve



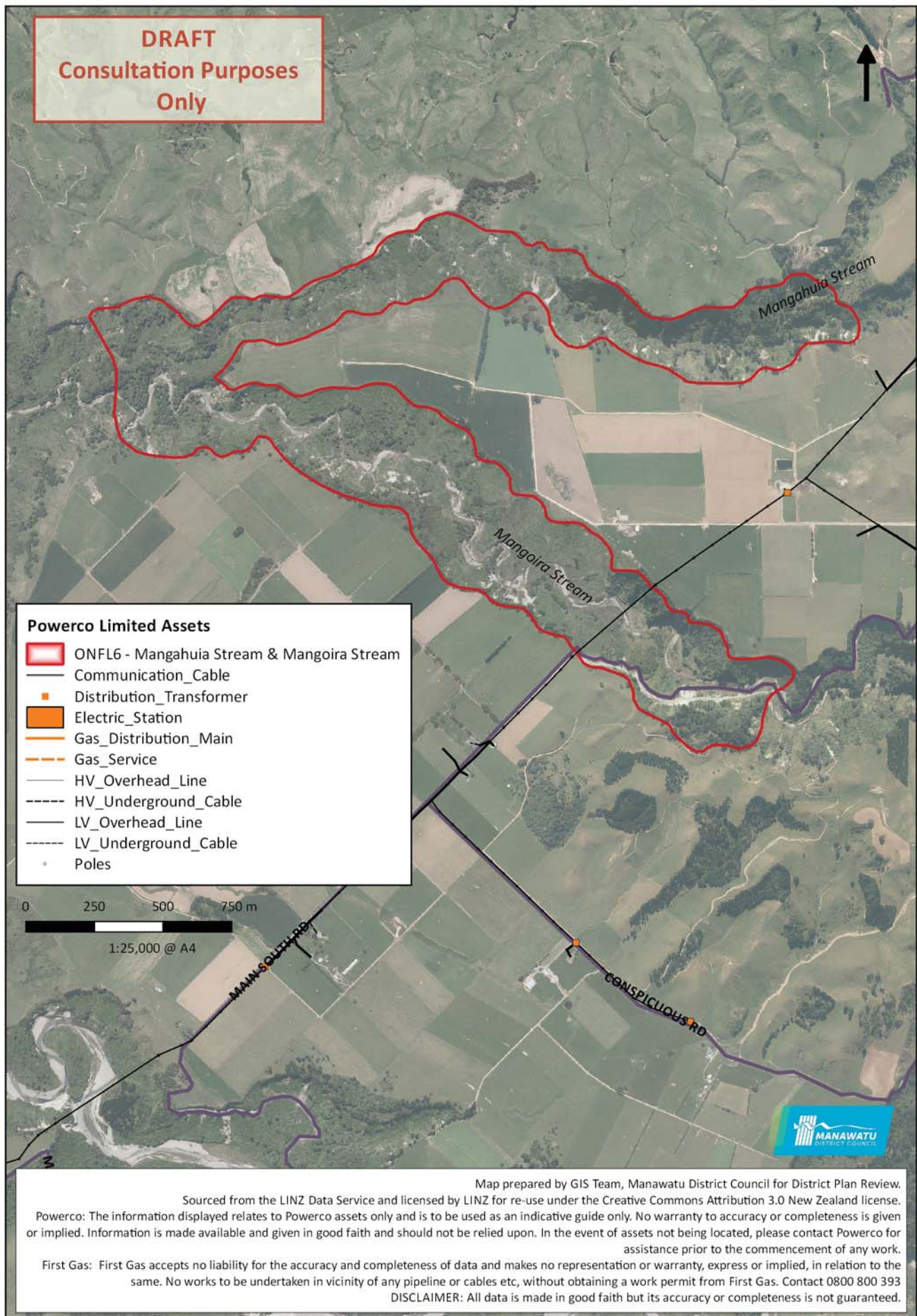
ONFL 4 - Outstanding Natural Feature including Dress Circle Scenic Reserve



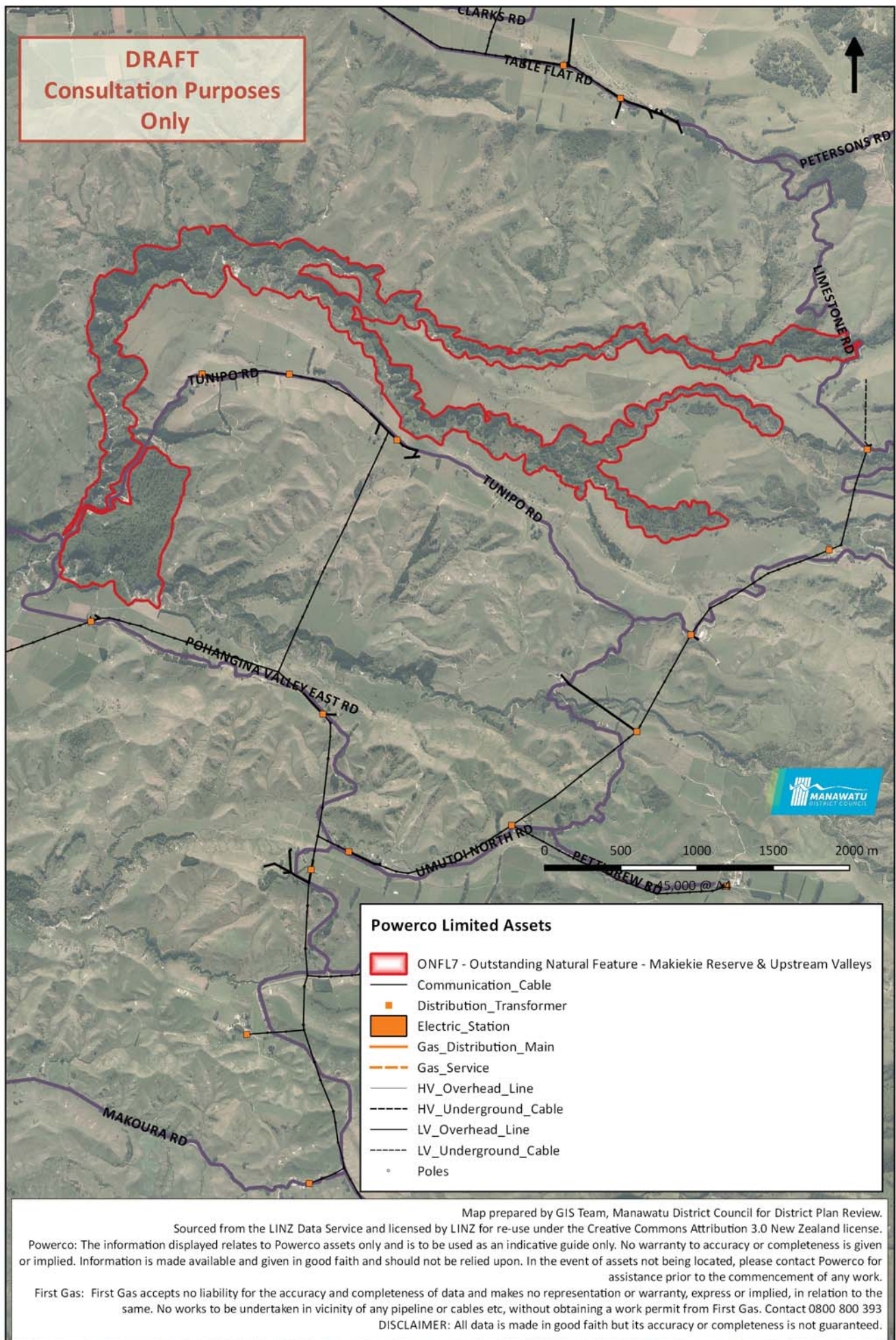
ONFL5 - Outstanding Natural Landscape - Ruahine Ranges



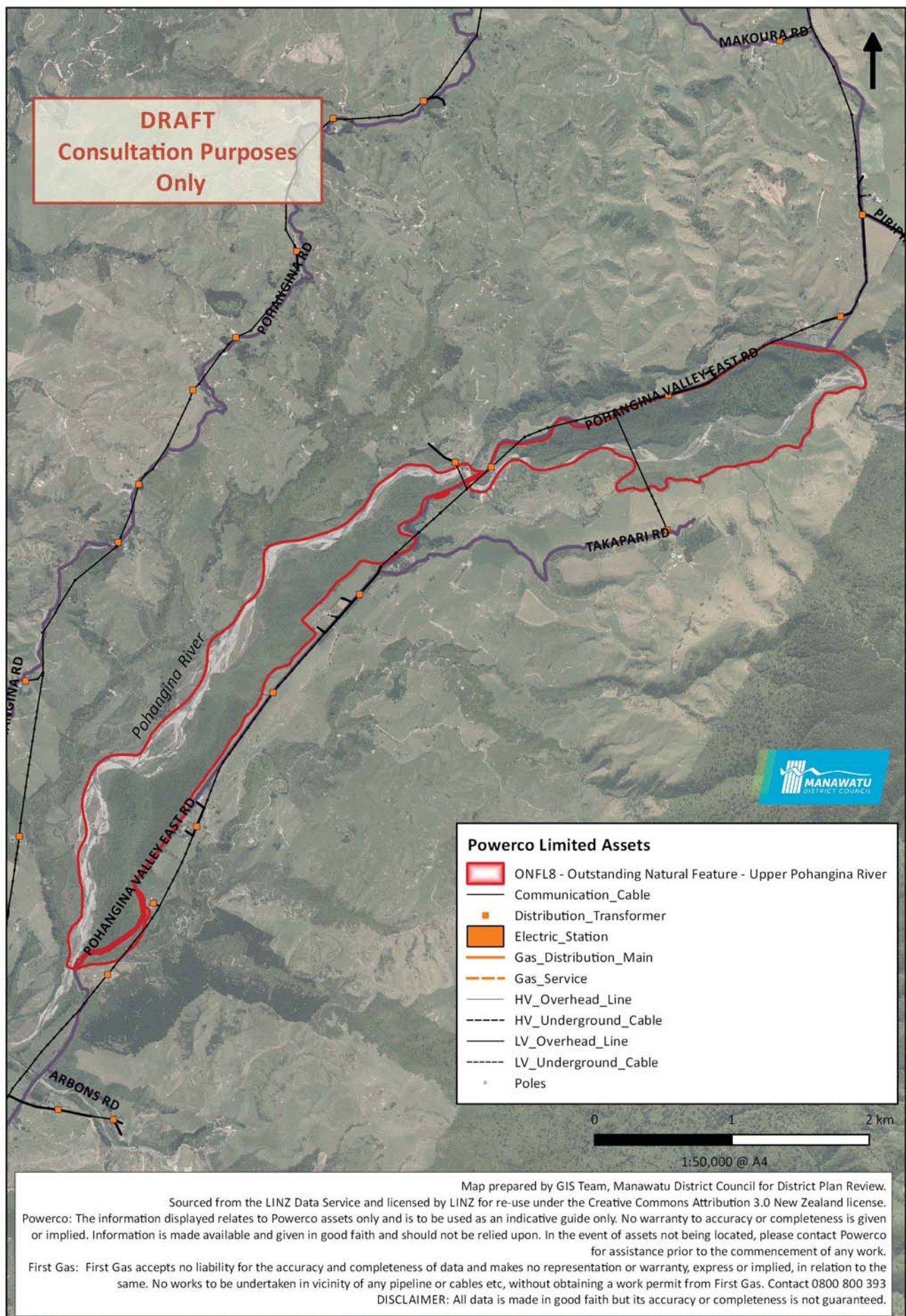
ONFL6 - Outstanding Natural Feature - Mangahua Stream & Mangoira Stream



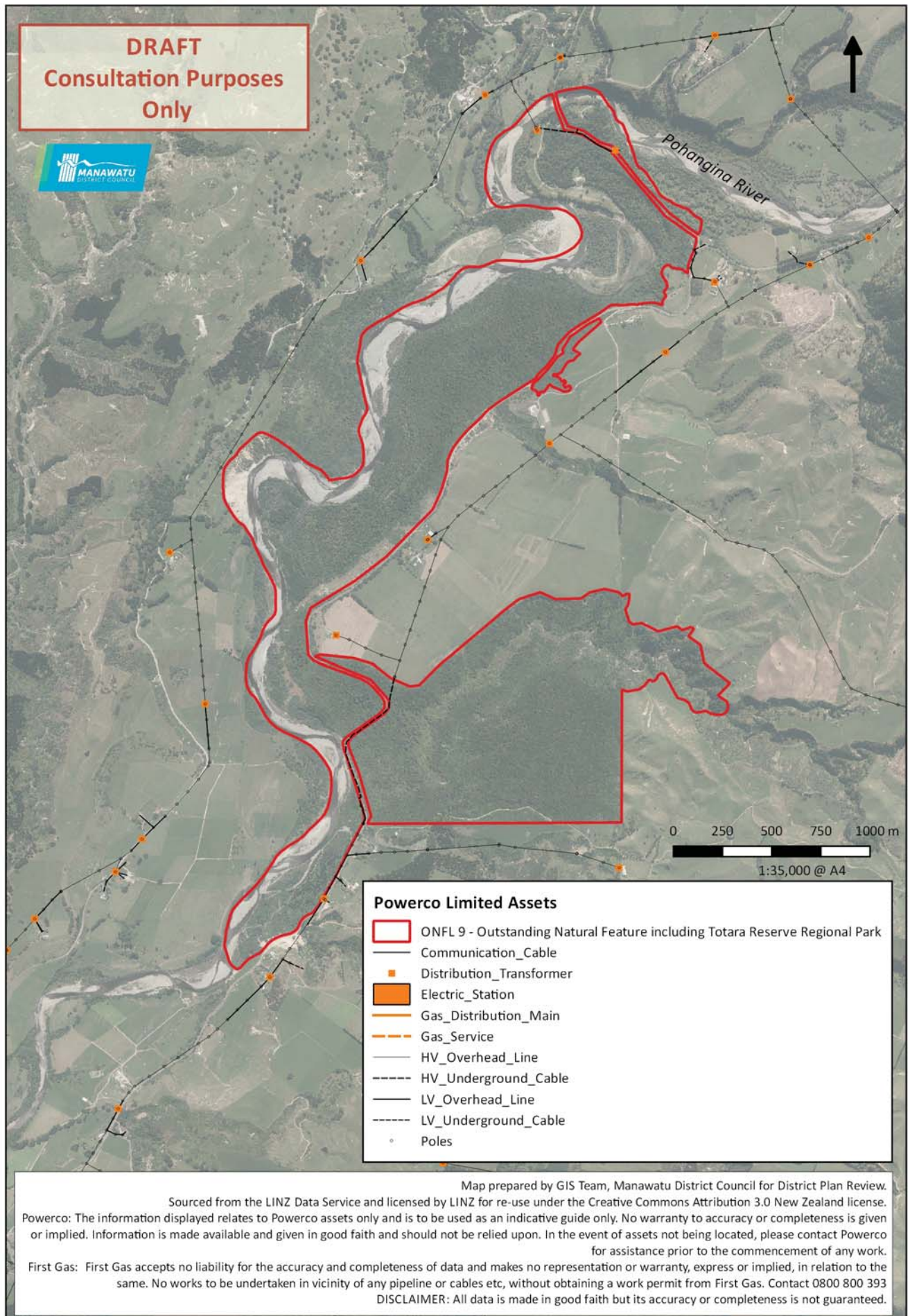
ONFL7 - Outstanding Natural Feature - Makiekie Reserve & Upstream Valleys



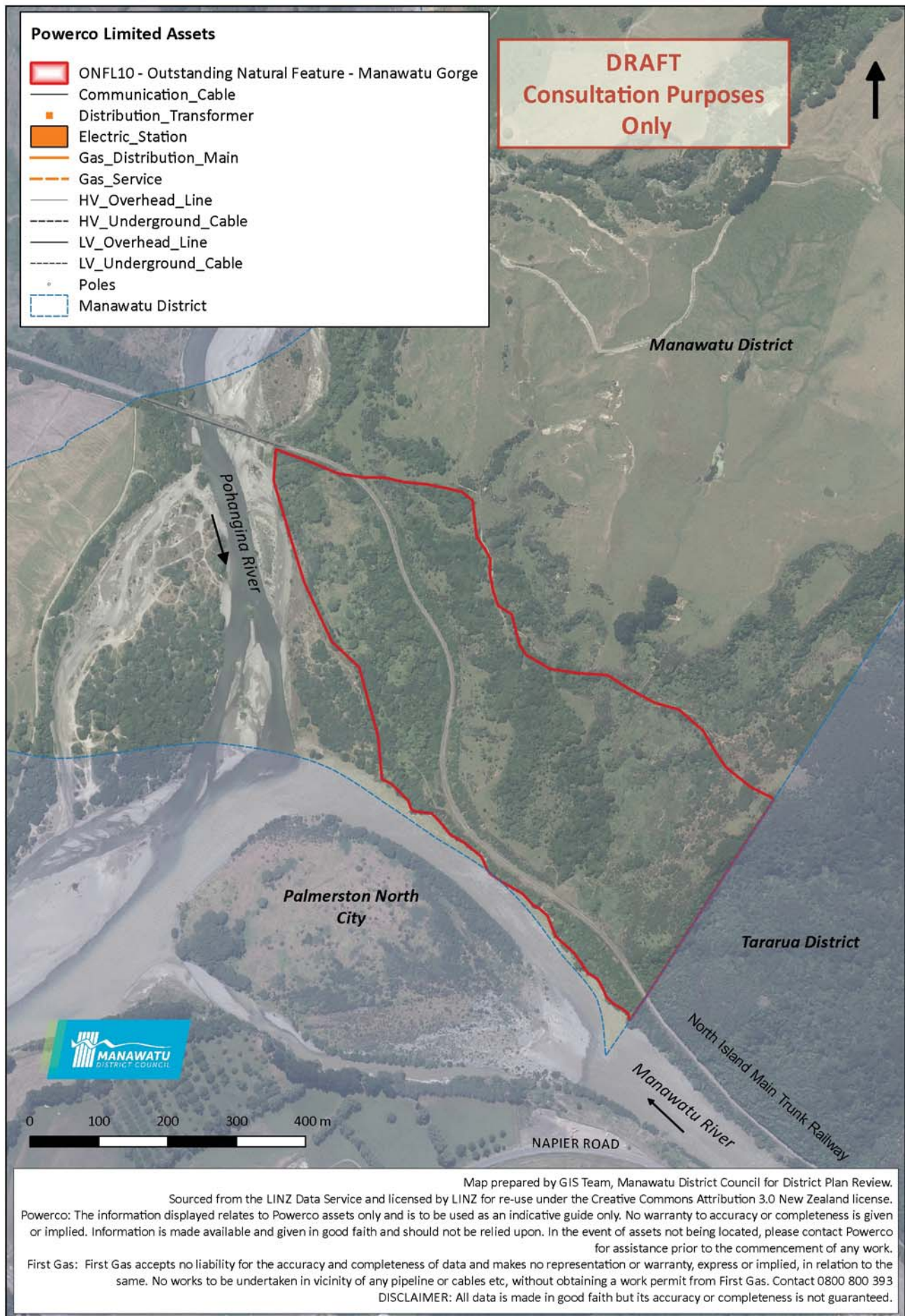
ONFL8 - Outstanding Natural Feature - Upper Pohangina River



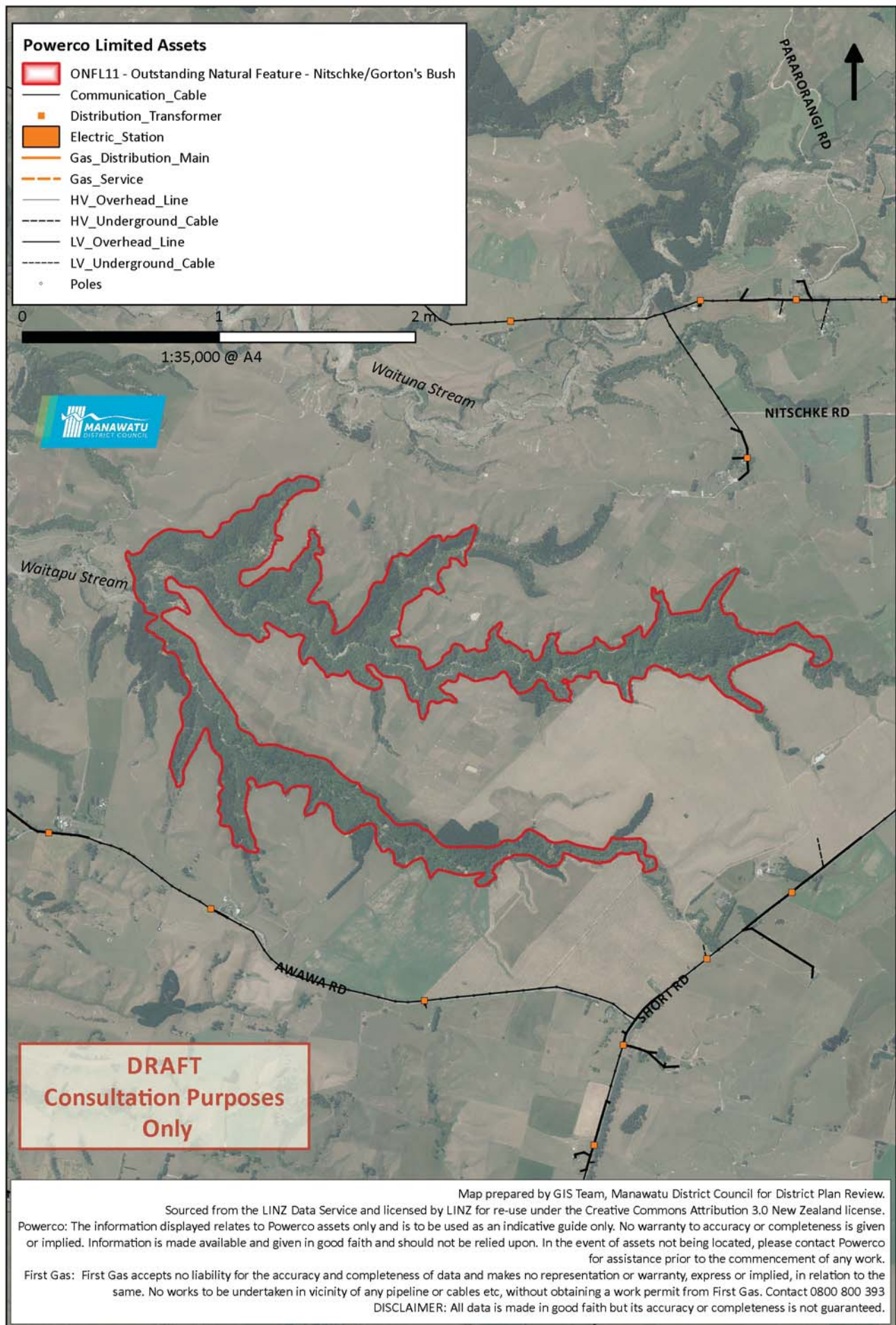
ONFL9 - Outstanding Natural Feature including Totara Reserve Regional Park



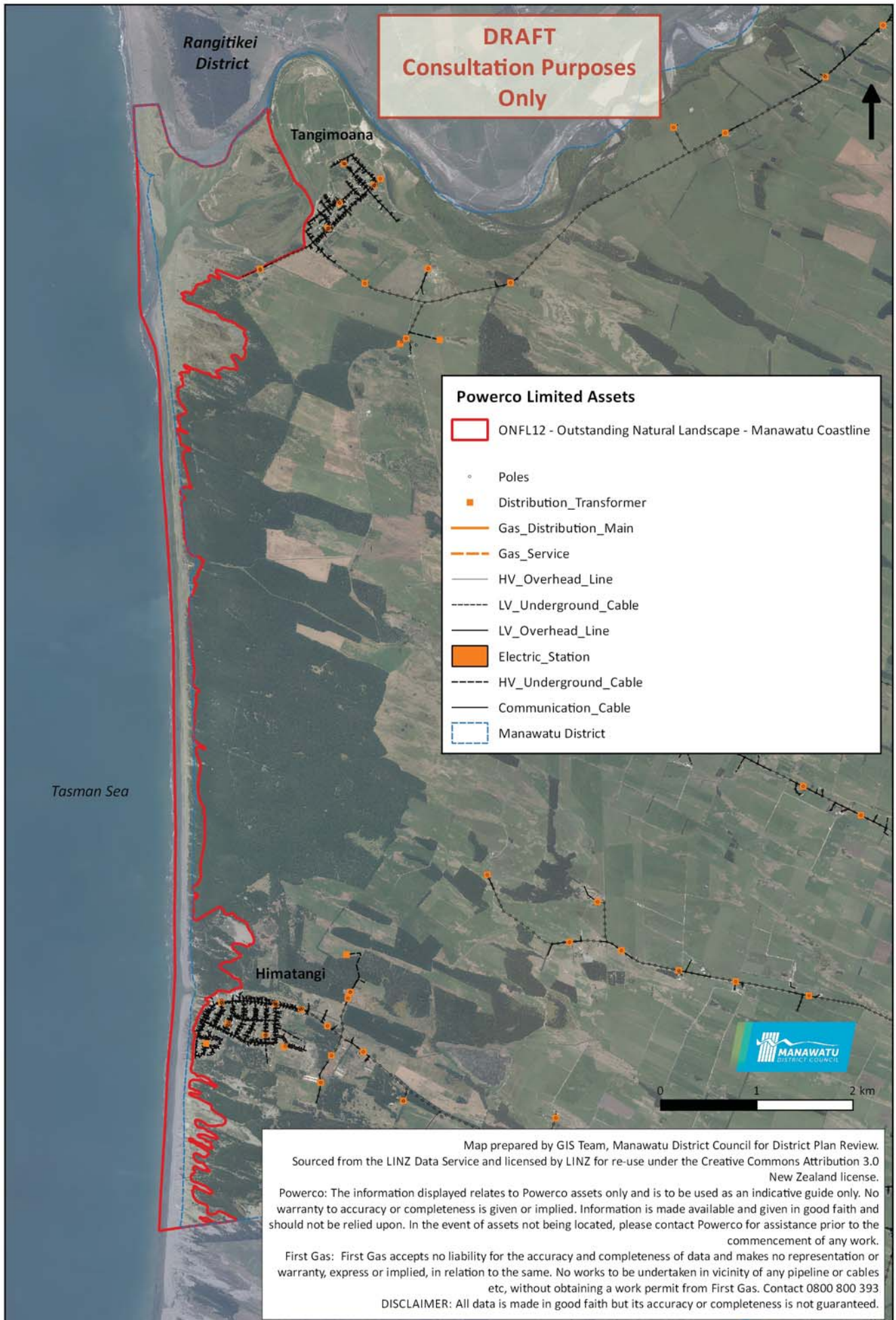
ONFL10 - Outstanding Natural Feature - Manawatu Gorge



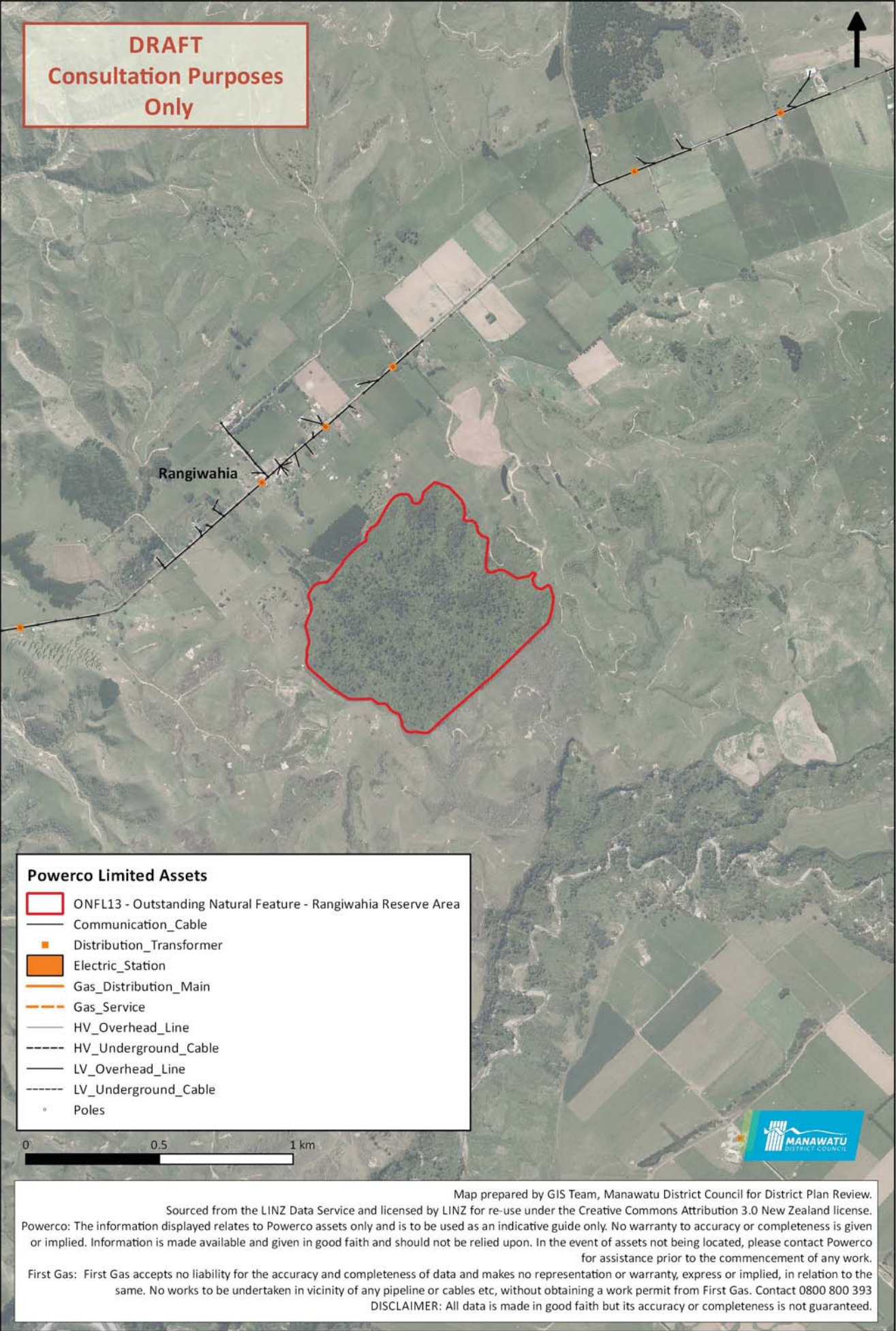
ONFL11 - Outstanding Natural Feature - Nitschke's/Gorton's Bush



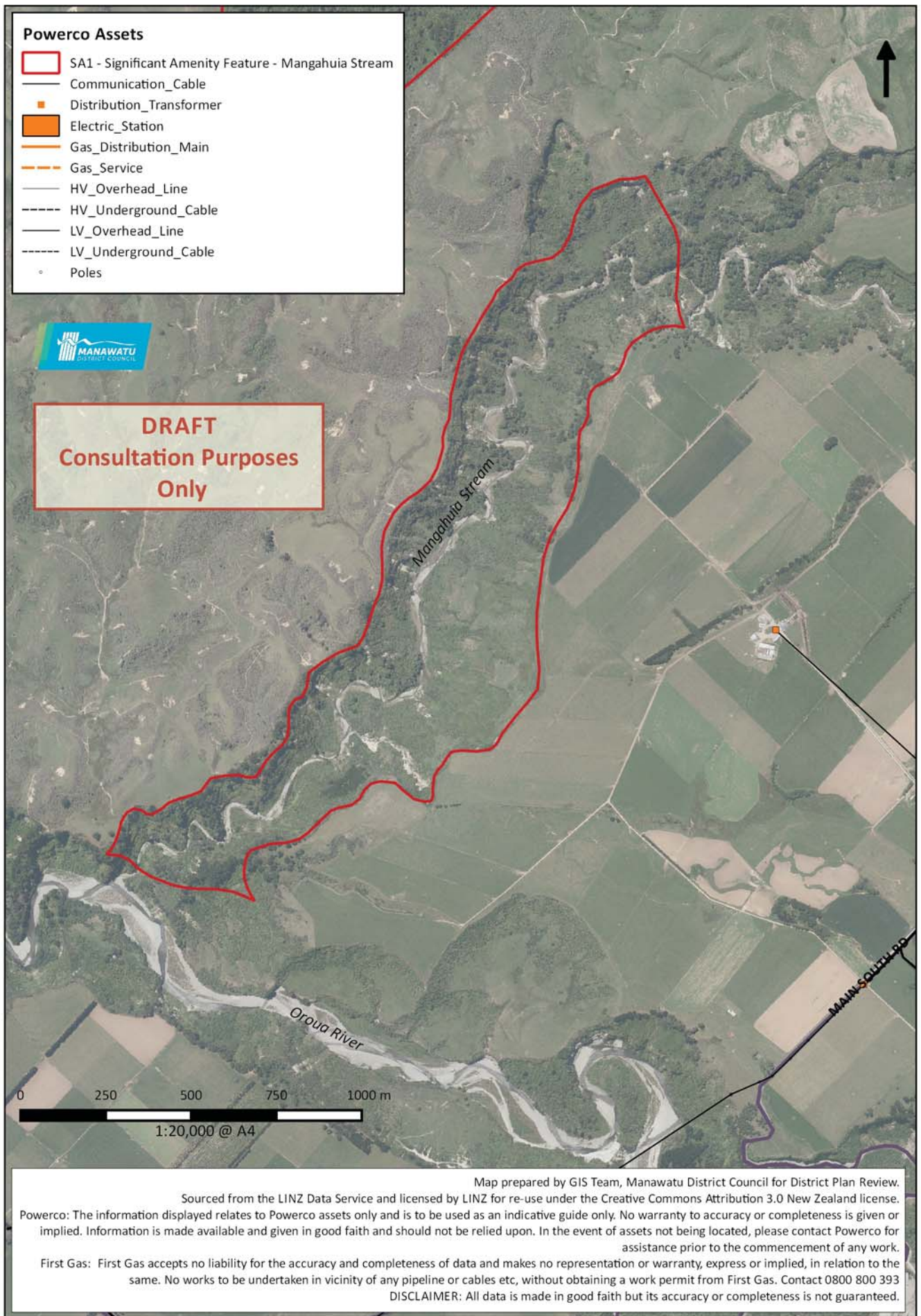
ONFL12 - Outstanding Natural Landscape - Manawatu Coastline



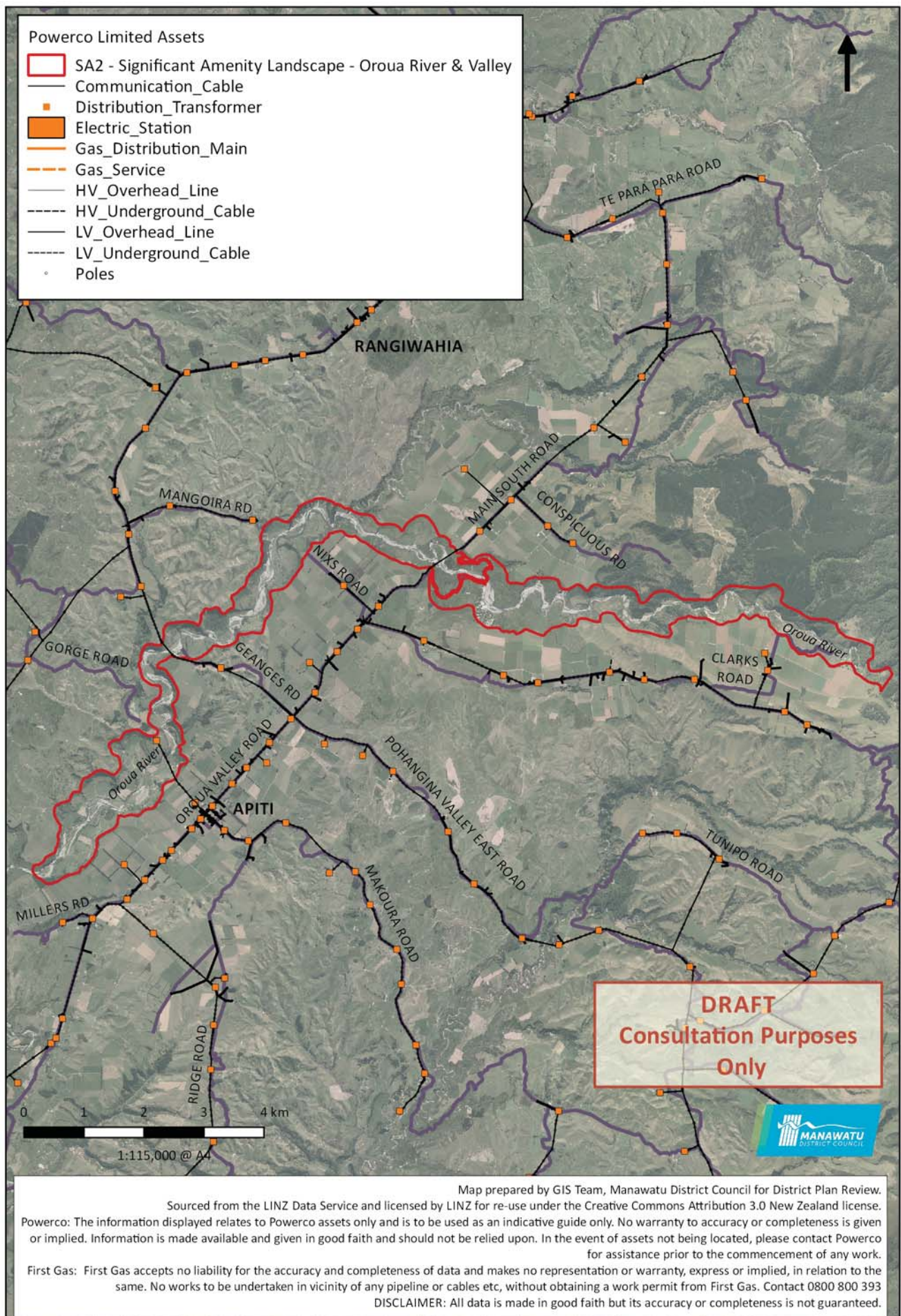
ONFL13 - Outstanding Natural Feature - Rangiwahia Reserve Area



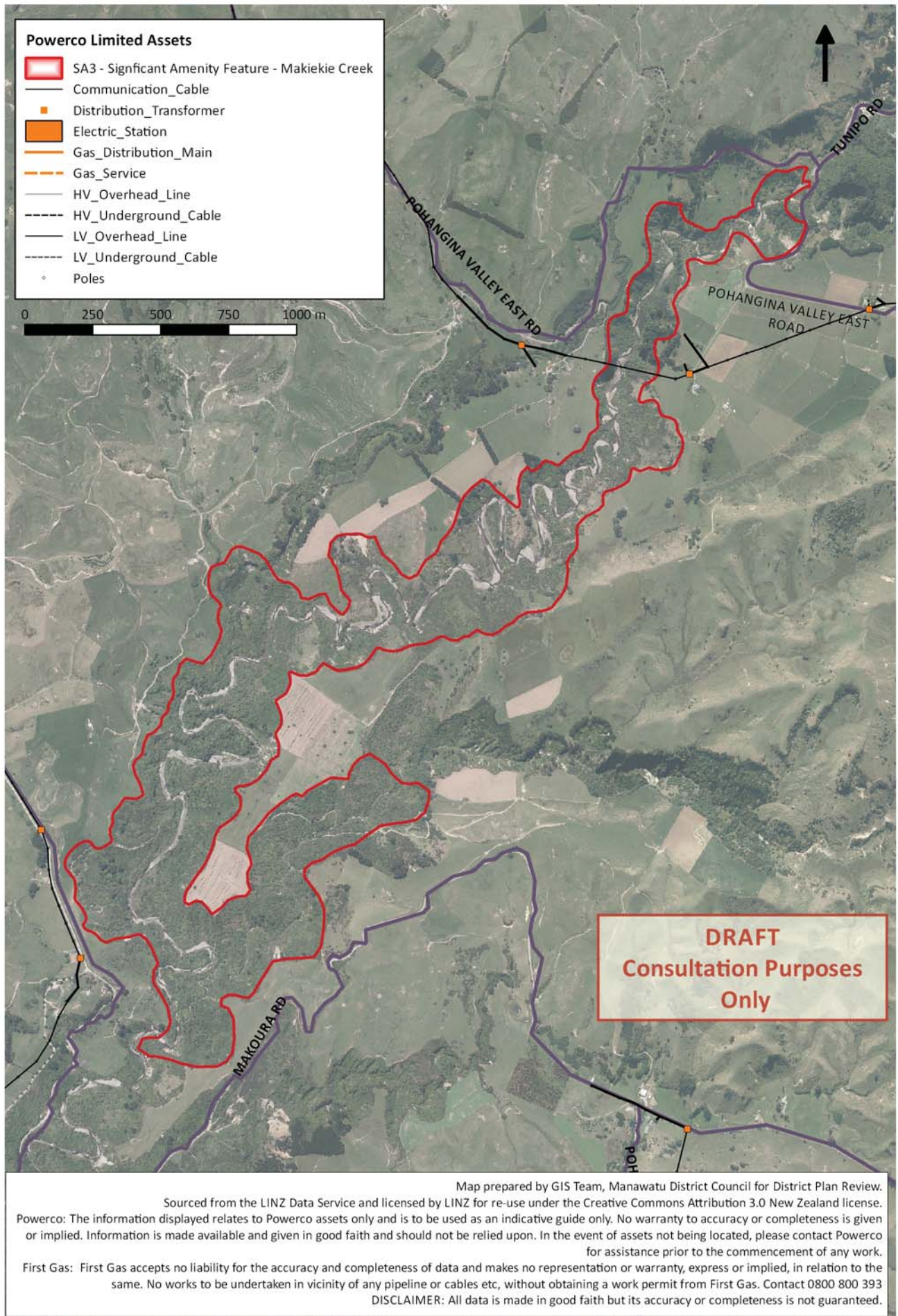
SA1 - Significant Amenity Feature - Mangahua Stream



SA2 - Significant Amenity Landscape - Oroua River & Valley



SA3 - Significant Amenity Feature - Makiekie Creek



14 September 2016

Sue Gowan
Manawatu District Council
Private Bag 10001, Feilding 4743

POWERCO



Dear Sue Gowan

DATA LICENCE

Introduction

Manawatu District Council (*Licensee*) has asked Powerco Limited (*Powerco*) to provide data about Powerco's network. The details of that request are set out in the attached Schedule.

Once signed, this letter and the attached Schedule form a binding contract on the "Standard Terms" accompanying this letter.

Confirmation

Please confirm your agreement to this letter, Schedule and Standard Terms by signing and returning the enclosed copy of this letter to Diana Moyle, Powerco Limited, 35 Junction Street, Private Bag 2065, New Plymouth 4342. This letter may be executed by each of us separately signing a copy of the letter and when both copies are taken together, they are to constitute the same signed letter.

SIGNED for and on behalf of
Powerco Limited by:

Authorised Person

Denise Cadman

Print Name

Date:

14 September 2016

SIGNED for and on behalf of
Manawatu District Council by:

Authorised Person

Sue Gowan, GIS Officer

Print Name

Date: 14 September 2016.

Schedule

1	Parties	Powerco Limited (" Powerco ") Registered address: 84 Liardet Street, Private Bag 2061, New Plymouth Correspondence address: 35 Junction Street, Private Bag 2065, New Plymouth 4342 Attention: Diana Moyle Email: Diana.moyle@powerco.co.nz Fax: 06 759 6570	Manawatu District Council (" Licensee ") Address: Private Bag 10001, Feilding 4743 Attention: Sue Gowan Email: sue.gowan@mdc.govt.nz Fax: 06 323 0822
2	Start Date	Wednesday, 14 September 2016	
3	Expiry Date	Thursday, 14 September 2017	
4	Purpose	The Licensee may use the Data about Powerco's electricity and gas network for the limited purpose of reviewing the District Plan.	
5	Licence Fee and Payment Terms	\$1.00 upon production of a valid invoice from Powerco.	
6	Third Party Recipients	Not Applicable	
7	Data	Coverage Area(s): Manawatu Territorial Local Authority Layers: Lines, Cables, Pipes, Transformers, Poles and Electric Stations Tables: Owner, Operating Voltage, Operating Pressure and Facility ID (Label)	
8	Delivery Format	GIS File Format: Electronic shape file extracted from Powerco's GIS on 14 September 2016 Projection System: NZTM	
9	Delivery Media	Media type: Zipped folder Number of files: 10 Number of items: 79	
10	Delivery Method	Email	
11	Disclaimer	To be displayed on any copies of the Data in accordance with clause 9(b) of the Standard Terms of this licence: <u>Disclaimer</u>	





The information displayed relates to Powerco assets only and is to be used as an indicative guide only. No warranty to accuracy or completeness is given or implied. Information is made available and given in good faith and should not be relied upon. In the event of assets not being located please contact Powerco for assistance prior to the commencement of any work.

Please note the following:

- a) Powerco does not take any responsibility for any misuse of the data or any inaccuracies or omissions in it.
- b) The data supplied **may not show** all of Powerco's electrical and/or gas assets in the relevant area because:
 - additional assets may have been installed recently that have not yet been recorded in Powerco's Geographic Information System; and/or
 - the request for data may have only concerned certain assets (e.g. high voltage only).
- c) The data supplied **does not show** pipes or cables that are privately owned or owned by other network owners. Contact should be made with other network owners to establish the location of their assets (e.g. Vector, Spark, Nova etc).
- d) If work is proposed in close proximity to overhead lines **please contact Powerco** directly for further and more accurate information prior to commencing work.

If digging or excavation work is proposed **please contact the beforeUdig Enquiry Service on 0800 248 344** prior to commencing work to ensure, where appropriate, electrical cables and gas pipes are located on site. If "strategic" electric cables and gas pipes are in the vicinity of the work area then the excavation work may need to be supervised by a Powerco representative.



1 Introduction

These standard terms accompany a letter and schedule which sets out the details of a proposed data licence, and refers to these standard terms. Once signed by both parties, the letter will form a binding contract between you and us. The contract will incorporate these standard terms and any special terms agreed in the letter. In the event of any conflict with these standard terms, the special terms will take priority.

2 Glossary

In the letter and in these standard terms, unless the context requires otherwise:

Data means a subset of Digital Geographical Information System Datasets portraying Powerco networks, installations, plants, devices or equipment, as itemised in the Schedule;

Disclaimer means the wording that must be displayed on any copies of the Data, as specified in the Schedule;

Expiry Date means the date set out in the Schedule;

Licence means the licence agreement formed when the letter is signed;

Licence Fee means the fee for the licence as set out in the Schedule;

Purpose means the purpose for which the Licensee may use the Data, as set out in the Schedule;

Start Date means the date set out in the Schedule; and

Third Party means the Licensee's related entities and contractors, and any other parties set out in the Schedule, if any.

we / us / our means Powerco Limited and its successors and permitted assigns, and

you / your means the "Licensee" named in the Schedule.

3 Licensee's right to use the Data

Subject to the Licensee complying with the terms of this licence, Powerco grants the Licensee a personal, non-exclusive, non-transferable license to use the Data solely for the Purpose, and only on the terms of this licence. The Data will be provided to the Licensee in the Delivery Format and on the Delivery Media specified in the Schedule.

Except as specifically permitted by this licence, the modification, use, reproduction or redistribution of the Data or any material derived from the Data is expressly forbidden. Where this licence expressly permits the Licensee to reproduce and distribute the Data to a Third Party for that Third Party's use, the Licensee must ensure that that Third Party's use of the Data is solely for the Purpose and that the Third Party does not modify, reproduce or redistribute the Data.

This is a licence agreement and not an agreement for sale, subsequently Powerco retains exclusive title and ownership

of the copy of the Data licensed under this licence and any copies of the Data.

4 Updates

The Licensee agrees that Powerco is not under any obligation to update or correct the Data during the term of this licence (even if any similar data held or used by Powerco has been modified or updated) but, for long term licences, the parties acknowledge that it may be beneficial for the Data to be updated and reissued periodically. Any update that Powerco may provide will be on terms agreed from time to time between the parties.

5 Term

This licence will commence on the Start Date and will expire on the Expiry Date, unless terminated earlier in accordance with the provisions of this licence.

6 Fee

The Licensee must pay to Powerco the Licence Fee (plus GST) for the Data, in the manner specified in the Schedule.

7 Liability

In no event shall Powerco be liable to the Licensee or to any other party for:

- a) costs of procurement of substitute data or services;
- b) lost data, lost profits or lost sales;
- c) business expenditures, investments, or commitments in connection with any business;
- d) loss of any goodwill; or
- e) for any indirect, special, incidental, or consequential damages,

arising out of this licence or use of the Data, however caused, on any theory of liability, and whether or not Powerco has been advised of the possibility of such damage.

The parties expressly agree that Powerco's liability for any damages to the Licensee, regardless of the form of action, will not exceed the initial Licence Fee paid by the Licensee or \$100, whichever is the lesser amount.


8 Warranties

Powerco provides the Data "as is" without guarantee or warranty of any kind concerning the accuracy of information contained in the Data.

Powerco makes no warranties, either expressed or implied, as to any other matter whatsoever, including, without limitation, the condition of the product, or its fitness for any particular purpose. The burden for determining fitness for use lies entirely with the Licensee.

No warranty, expressed or implied, is made by Powerco regarding the use of the Data on any other system, nor does the fact of distribution constitute or imply any such warranty.

All warranties, representations or conditions whether implied by statute, law, trade, custom or otherwise which would otherwise apply to the Data are expressly excluded to the fullest extent permitted by law.



9 Licensee's obligations

Except as expressly permitted by this licence, the Licensee must:

- a) not sell, rent or lease, in whole or in part, the Data (or any works derived from the Data) in any form to third parties without a special licence from Powerco;
- b) ensure that any copies (electronic or hardcopy) of the Data clearly indicate their source and display the Disclaimer;
- c) if Powerco has reissued the Data during the term of this Licence, use (as soon as reasonably practicable) the reissued Data for the Purpose in place of the earlier version(s);
- d) if the Licensee has modified the Data in any way (as identified in the Purpose), identify on any reproduction of the Data that it has been modified;
- e) not misrepresent the Data; and
- f) not imply that any changes made to the Data by or on behalf of the Licensee were approved by Powerco.

10 Termination

Powerco may immediately terminate this licence at any time by notice to the Licensee if the Licensee:

- a) breaches any of the material obligations of this licence, where such breach cannot be remedied; or
- b) commits a breach which can be remedied, and fails to remedy it within thirty calendar days of receiving a written notice requiring such breach to be remedied.

Upon the expiry or termination (for whatever reason) of this licence, the Licensee must promptly delete all copies of the Data from all computers and return to Powerco all other copies.

If requested by Powerco, the Licensee must provide a signed certificate, certifying that the Licensee has complied with the provisions of this clause and that neither the Licensee nor any Third Party has retained any of the Data in any form.

11 Confidentiality

The Licensee agrees to preserve the confidentiality of the Data, and must not disclose the Data or any part of it to any person except in accordance with this licence.

The Licensee must take proper and adequate precautions at all times, and enforce such precautions, to preserve the confidentiality of the Data including, without limitation, taking all necessary action to prevent any unauthorised person obtaining access to the Data, directly, indirectly or otherwise.

The obligations of this clause will survive termination or expiration of this licence.

If the Licensee is legally required to disclose any of the Data, the Licensee must (as soon as reasonably practicable) give written notice of this to Powerco. The Licensee must use reasonable efforts to obtain an assurance that the Data disclosed will be treated confidentially.

12 Intellectual Property

Powerco, and/or its licensor, owns all intellectual property rights in the Data.

13 No Waiver

Failure by Powerco at any time to enforce the provisions of this licence will not be treated as a waiver of any of Powerco's rights under this licence.

14 Entire agreement

This licence constitutes the entire agreement as to its subject matter between the parties and supersedes all prior discussions and agreements.

15 Changes

Changes to this licence must be made in writing and signed by the Licensee and Powerco.

16 Notices

Notices must be in writing and sent to the recipient at the address, email address or facsimile number specified on the Schedule (or any replacement address, email address or facsimile number notified from time to time). Notices will be deemed delivered ten days after posting (if posted), one day after despatch (if sent by email), upon receipt by an employee (if hand delivered), or upon confirmation of successful transmission (if sent by facsimile).

17 Express Rights

The exercise by Powerco of any express right set out in this licence (*Express Right*) is without prejudice to any other rights, powers or remedies available to Powerco in contract, at law or in equity including any rights, powers or remedies which would be available to Powerco if the Express Right was not set out in this licence.

18 Partial Invalidity

If any part of this licence or its application is or becomes invalid or unenforceable, the remainder will remain enforceable to the greatest extent permitted by law.

19 Governing Law

This licence will be governed by the laws of New Zealand.

