

8 February 2024

File Ref: OIAPR-1274023063-24941

[REDACTED]

Tēnā koe [REDACTED]

### **Request for information 2023-315**

I refer to your request for information dated 24 December 2023, which was received by Greater Wellington Regional Council (Greater Wellington) on 24 December 2023. You have requested the following:

*“Under the Local Government Official Information and Meetings Act, I request documents and correspondence related to The Potter’s House Christian Fellowship Church lease of space at Waterloo Station. This does not need to be exhaustive and can relate to the last time the lease was agreed as to reduce the scope of relevant documentation.”*

### **Greater Wellington’s response follows:**

Please see **Attachment 1** which contains all correspondence regarding the leader with The Potter’s House Christian Fellowship Church at Waterloo Station and documentation relating to the most recent variation of the lease.

The name and contact details of the tenant of the building, and the contact numbers of all people in the documents have been withheld under section (7)(2)(a) of the Local Government Official Information and Meetings Act 1987 (the Act) in order to protect the privacy of natural persons, including that of deceased natural persons.

We have considered whether the public interest in the requested information outweighs Greater Wellington’s need to withhold identifying information. As a result, we do not consider that the public interest outweighs Greater Wellington’s reason for withholding the personal information under the grounds identified.

If you have any concerns with the decision(s) referred to in this letter, you have the right to request an investigation and review by the Ombudsman under section 27(3) of the Act.

Please note that it is our policy to proactively release our responses to official information requests where possible. Our response to your request will be published shortly on Greater Wellington's website with your personal information removed.

Nāku iti noa, nā

A handwritten signature in blue ink that reads "sugar".

**Samantha Gain**

Kaiwhakahaere Matua Waka-ā-atea | Group Manager Metlink

PROACTIVE RELEASE

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**From:** [REDACTED] <[REDACTED]>  
**Sent:** Thursday, 22 September 2022 7:43 pm  
**To:** [REDACTED]  
**Subject:** [REDACTED]  
**Attachments:** WL-157875-1439-1-3 Agreement to Vary Lease.pdf

Hi [REDACTED] please find the attached file below is the New Agreement Form, all agreed and signed.

Kind Regards.

[REDACTED]

PROACTIVE RELEASE

---

**From:** [REDACTED]@theagencygroup.co.nz>  
**Sent:** Thursday, 23 December 2021 10:34 am  
**To:** [REDACTED]  
**Subject:** Amended ATL Waterloo  
**Attachments:** Amended ATL Waterloo.pdf

Morning [REDACTED]

The amended ATL is attached, and the Tenant has initialled each page where there are changes.

Regards



[REDACTED]

Commercial Sales & Leasing | The Agency Group

t: [REDACTED] | m: [REDACTED]

[REDACTED]@theagencygroup.co.nz | www.theagencygroup.co.nz

a: Ground Floor, 5 Willeston Street, Wellington, 6011



PROACTIVE RELEASE

---

**From:** [REDACTED]@jigsawproperty.co.nz>  
**Sent:** Thursday, 1 September 2022 3:33 pm  
**To:** [REDACTED]  
**Subject:** CM002406 - Potters House Christian Church - Commercial Lease - Waterloo Interchange.pdf  
**Attachments:** CM002406 - Potters House Christian Church - Commercial Lease - Waterloo Interchange.pdf

Hello [REDACTED]

With reference to the attached ATL, the parties have agreed in principle to:

- Extinguish the renewals and confirm a final expiry date of 6<sup>th</sup> January 2025, but
- Add a 6 month termination clause in favour of the Landlord

Are you able to please prepare a variation agreement to the above effect.

Regards

[REDACTED]  
**JIGSAW PROPERTY CONSULTANCY LIMITED**  
55 Waterloo Quay  
Pipitea  
Wellington 6011

Phone [REDACTED]  
Mobile [REDACTED]  
[\[REDACTED\]@jigsawproperty.co.nz](mailto:[REDACTED]@jigsawproperty.co.nz)

DATED

22/9/22

2022

---

BETWEEN

GREATER WELLINGTON REGIONAL COUNCIL

AND

POTTER'S HOUSE CHRISTIAN CHURCH WELLINGTON

---

AGREEMENT TO VARY LEASE

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OAKLEY MORAN  
Solicitors  
Wellington

Lower Hutt and leased pursuant to the Lease;

This Agreement is supplemental to the Lease and expressions and definitions used in this Agreement bear the same meaning given to them in the Lease.

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

2. **Variations**

2.1 As from and inclusive of the date of this Agreement, the Lease shall be varied as follows:

- (a) The details for **Term** in the First Schedule shall be deleted and substituted with the following:

**Three (3) years**

- (b) The details for **Rights of Renewal** in the First Schedule shall be deleted and substituted with the following:

**None**

- (c) The details for **Renewal Dates** in the First Schedule shall be deleted and substituted with the following:

**None**

- (d) The details for **Final Expiry Date** in the First Schedule shall be deleted and substituted with the following:

**6th January 2025**

- (e) The provisions relating to **Right of First Refusal** in the Third Schedule shall be deleted.

- (f) The following provision shall be added to the Third Schedule with the headings of **Right of Termination:**

*If the Lessor requires any part of the Premises, the Lessor may at any time give to the Lessee six (6) months' notice in writing of its intention to terminate this Lease and upon the expiration of the said period of six (6) months this Lease shall terminate without any further notice being required from the Lessor and the Lessor may enter upon and take possession of the Premises. No payment of compensation to the Lessee or to any other person shall be payable by the Lessor for such termination but rental shall cease as from the date of termination.*

### 3. **Confirmation of other lease covenants**

3.1 The Lessee acknowledges and covenants with the Lessor that the Lessee shall:

- (a) Hold the Premises on the same terms and provisions expressed or implied in the Lease subject to the variations set out in this Agreement; and
- (b) Duly and punctually perform and observe the covenants and provisions of the Lease as set out in the Lease but as varied by this Agreement.

### 4. **Costs**

4.1 The parties will pay their own costs and disbursements of this Agreement.



**EXECUTION**

This Agreement was signed on the **30** day of **Sept** 2022

**SIGNED by**  
**WELLINGTON REGIONAL COUNCIL**  
as Lessor  
by an Authorised Signatory

)  
)  
)  
)

*Rachel...*

**SIGNED by**  
**POTTER'S HOUSE CHRISTIAN CHURCH**  
**WELLINGTON** as Lessee by

)  
)  
)  
)

*[Signature]*

22/9/22

PROACTIVE RELEASE

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**From:** [redacted]@theagencygroup.co.nz>  
**Sent:** Wednesday, 22 December 2021 5:12 pm  
**To:** [redacted]  
**Subject:** FW: Question for Potters Church  
**Attachments:** image144827.jpg; image547124.png; image977556.png; image264554.png

Afternoon [redacted]

The reply to the Vaccination question, to the Church, is below.

Regards



[redacted]  
**Commercial Sales & Leasing | The Agency Group**  
t: [redacted] | m: [redacted]  
e: [redacted]@theagencygroup.co.nz | www.theagencygroup.co.nz  
a: Ground Floor, 5 Willeston Street, Wellington, 6011

---

**From:** [redacted] [mailto:[redacted]]  
**Sent:** Wednesday, 22 December 2021 5:09 p.m.  
**To:** [redacted]@theagencygroup.co.nz>  
**Subject:** Re: Question for Potters Church

Hi [redacted]  
We are fully vaccinated and have vaccinations passes. We will follow government procedures.

[redacted]

On 22/12/2021, at 5:03 PM, [redacted]@theagencygroup.co.nz> wrote:

Afternoon [redacted],

Please see the email below. GWRC own Waterloo Station and have mandated vaccination.

Could you please advise via return email, the Church position on Vaccination.

Regards



[redacted]  
**Commercial Sales & Leasing | The Agency Group**  
t: [redacted] | m: [redacted]  
e: [redacted]@theagencygroup.co.nz | www.theagencygroup.co.nz  
a: Ground Floor, 5 Willeston Street, Wellington, 6011

---

**From:** [redacted]@jigsawproperty.co.nz]  
**Sent:** Wednesday, 22 December 2021 5:00 p.m.

To: [REDACTED]@theagencygroup.co.nz>

Subject: Question for Potters Church

Hi [REDACTED]

GWRC would like to ascertain the position of the tenant on covid-19 vaccination. GWRC's position on covid-19 vaccinations would make it difficult to accommodate occupants of its site that had adopted an anti-vaccination position.

Ngā mihi

[REDACTED]  
**JIGSAW PROPERTY CONSULTANCY LIMITED**  
55 Waterloo Quay  
Pipitea  
Wellington 6011

phone [REDACTED]  
mobile [REDACTED]  
[REDACTED] [jigsawproperty.co.nz](http://jigsawproperty.co.nz)

PROACTIVE RELEASE

---

**From:** Samantha Gain <Samantha.Gain@gw.govt.nz>  
**Sent:** Monday, 20 December 2021 11:55 am  
**To:** Scott Gallacher; Fiona Abbott; Matthew O'Driscoll  
**Cc:** [REDACTED]  
**Subject:** FW: Waterloo Interchange - Request to Lease  
**Attachments:** Property Memo - ATL - Church Group.docx

**Importance:** High

Hi Scott, Fiona, Matt and cc Barry

It's great that there is an organisation wanting to lease the Waterloo Interchange.  
Just wondering if we have any concerns about it being a religious group .. as regards affiliation etc?

Ngā mihi  
Sam  
(she/her)

---

**From:** [REDACTED] <[REDACTED]@jigsawproperty.co.nz>  
**Sent:** Monday, 20 December 2021 9:06 am  
**To:** Samantha Gain <Samantha.Gain@gw.govt.nz>  
**Cc:** Preet Nijjar <Preet.Nijjar@gw.govt.nz>  
**Subject:** Waterloo Interchange - Request to Lease  
**Importance:** High

Hi Sam,

We have received an offer to lease the ground floor of the office building at Waterloo Interchange. The prospective tenant wants to move in asap and given that we have had very little interest in this space, we would like to get this one over the line quickly if you accept the attached memo.

Can you please try and look at it today if possible? I apologise for the urgency.

Ngā mihi

[REDACTED]  
**JIGSAW PROPERTY CONSULTANCY LIMITED**  
55 Waterloo Quay  
Pipitea  
Wellington 6011

phone [REDACTED]  
mobile [REDACTED]  
[REDACTED]@jigsawproperty.co.nz

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The Potter's House Christian Church

Lower Hutt

[REDACTED]

21<sup>st</sup> Dec 2021

To Landlord,

Reference for the above party

The above party has been our tenant for a couple years. They have been a great tenant, always pay their rent on time, and always keep the premise clean and tidy.

It was great having them having them as our tenant.

If there is any question please do not hesitate to ask.

Kind regards,

Florence Lim

[REDACTED]

PROACTIVE RELEASE

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**From:** [REDACTED]@oakleymoran.co.nz>  
**Sent:** Thursday, 23 December 2021 8:44 am  
**To:** [REDACTED]  
**Subject:** FW: Waterloo Interchange  
**Attachments:** Amended ATL Waterloo.pdf

[REDACTED],

Sorry, I decided to just work with the existing. Amended ATL now attached.

Today is our last day for the year. Merry Christmas to you and family.

Cheers,

[REDACTED]

Email: [REDACTED]@oakleymoran.co.nz | Direct Dial: [REDACTED]

---

**From:** [REDACTED]  
**Sent:** Thursday, 23 December 2021 8:23 AM  
**To:** [REDACTED]@jigsawproperty.co.nz>  
**Subject:** RE: Waterloo Interchange

[REDACTED]

Thank you for your email. In terms of signing, etc, would it better for me to produce a new ATL or work with the existing partially signed ATL?

Do you have the amended ATL signed by the tenant first before taking it to Sam Gain or ask Sam to sign it first?

Cheers

[REDACTED]

Email [REDACTED]@oakleymoran.co.nz | Direct Dial: [REDACTED]

---

**From:** [REDACTED]@jigsawproperty.co.nz>  
**Sent:** Thursday, 23 December 2021 7:53 AM  
**To:** [REDACTED]@oakleymoran.co.nz>  
**Subject:** RE: Waterloo Interchange  
**Importance:** High

Thanks [REDACTED]. Sorry have had a bit of toing and froing with Sam Gain over this one as she needed to approve the transaction before I sent her the ATL to sign.

The Right of first refusal is for the term only.

1. We noted council's name on the lease. We are relaxed that "greater" remains. - **noted**
2. We note that the lease is to commence on the 24<sup>th</sup>, while the other dates are on the 30<sup>th</sup>. Should that be fixed? – **Can we please change all the dates to correspond with a 7 January start date.**
3. Should there be any rent reviews for such a short lease? **No**
4. Should council promise to carry full replacement insurance? **Should be indemnity.**
5. Item 15 should not be 0% as that would render the list of outgoings irrelevant. We are uncertain as to what % is required. Is the toilets shared? **They have their own toilets so should be 100%.**
6. If the tenant arrange for its own fibre, then it is not an outgoing under the lease. – **noted**

Any chance this can be done asap so it can be signed prior to Christmas?

Ngā mihi

[REDACTED]

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From: [REDACTED] <[\[REDACTED\]@oakleymoran.co.nz](mailto:[REDACTED]@oakleymoran.co.nz)>  
Sent: Friday, 17 December 2021 11:49 AM  
To: [REDACTED] <[\[REDACTED\]@jigsawproperty.co.nz](mailto:[REDACTED]@jigsawproperty.co.nz)>  
Subject: RE: Waterloo Interchange

[REDACTED]

Thank you for your email. I noted the proposed commencement date of 24th December.

Attached is a marked up agreement to lease. Modifying a standard template form with its definitions can be somewhat tricky. We are uncertain as to how far council wants to go with the right of first refusal. Is it just for the term of the lease or does council wants flexibility with the terms and conditions as well?

We also comment as follows:

1. We noted council's name on the lease. We are relaxed that "greater" remains.
2. We note that the lease is to commence on the 24<sup>th</sup>, while the other dates are on the 30<sup>th</sup>. Should that be fixed?
3. Should there be any rent reviews for such a short lease?
4. Should council promise to carry full replacement insurance?
5. Item 15 should not be 0% as that would render the list of outgoings irrelevant. We are uncertain as to what % is required. Is the toilets shared?
6. If the tenant arrange for its own fibre, then it is not an outgoing under the lease.

If you have any questions, please don't hesitate to ask. We look forward to hearing from you.

Cheers

[REDACTED]  
[REDACTED] <[\[REDACTED\]@oakleymoran.co.nz](mailto:[REDACTED]@oakleymoran.co.nz)> | Direct Dial: [REDACTED]

---

From: [REDACTED] <[\[REDACTED\]@jigsawproperty.co.nz](mailto:[REDACTED]@jigsawproperty.co.nz)>  
Sent: Friday, 17 December 2021 10:20 AM  
To: [REDACTED] <[\[REDACTED\]@oakleymoran.co.nz](mailto:[REDACTED]@oakleymoran.co.nz)>  
Subject: Waterloo Interchange

Hi [REDACTED]

Can you please look over the attached ATL we have received for an office building in Waterloo Station?

One feedback is that we want to change the Right of Renewal to a Right of First Refusal as would like to retain some flexibility with the tenant and the space. Can you please amend and insert the relevant wording?

GWRC will be paying for all utilities except Fibre as we can't separately meter power or water so have included these costs in the rent. Can you please add fibre to their outgoings?

Otherwise we are happy with the rest of the terms.

Ngā mihi

[REDACTED]  
**JIGSAW PROPERTY CONSULTANCY LIMITED**  
55 Waterloo Quay  
Pipitea  
Wellington 6011

phone [REDACTED]  
mobile [REDACTED]

PROACTIVE RELEASE



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**From:** [redacted]@theagencygroup.co.nz>  
**Sent:** Friday, 17 December 2021 2:42 pm  
**To:** [redacted]  
**Subject:** FW: Waterloo Station Ground floor, Heads of Agreement to Lease  
**Attachments:** ATL Waterloo.pdf

Afternoon [redacted]

The tenant has indicated that they are happy with the changes.

Cheers



[redacted]  
Commercial Sales & Leasing | The Agency Group  
t: [redacted] | m: [redacted]  
e: [redacted]@theagencygroup.co.nz | www.theagencygroup.co.nz  
a: Ground Floor, 5 Willeston Street, Wellington, 6011

---

**From:** [redacted] [mailto:[redacted]]  
**Sent:** Friday, 17 December 2021 2:40 p.m.  
**To:** [redacted]@theagencygroup.co.nz>  
**Subject:** Re: Waterloo Station Ground floor, Heads of Agreement to Lease

Hi [redacted]  
We are happy with the changes.

[redacted]

On 17/12/2021, at 2:23 PM, [redacted]@theagencygroup.co.nz> wrote:

Afternoon [redacted],

Please see below. Are you happy with this ?

It's just a change of wording, to give the Landlord a little more flexibility.

Regards



██████████  
Commercial Sales & Leasing | The Agency Group

t: ██████████ | m: ██████████  
e: ██████████@theagencygroup.co.nz | www.theagencygroup.co.nz  
a: Ground Floor, 5 Willeston Street, Wellington, 6011



---

**Subject:** RE: Waterloo Station Ground floor, Heads of Agreement to Lease  
**Importance:** High

Hi ██████████

I've been speaking with the team at Metlink and instead of renewals, we would like to do "Rights of First Refusal". Our solicitor has changed the wording on the attached.

Can you please run this past the Pastor and check he is happy? Don't worry about getting it signed at this point as there are still a couple of other tidy ups, such as the insurance clause.

Also, we note the commencement date is 24 December. I don't know if we can make this deadline given the work we need to do to get the area tenanted. Would the Pastor mind pushing this out to the 5<sup>th</sup> of January 2022, and we can provide early access if we get it ready earlier? We are trying but contractors are super busy at the moment.

---

**From:** [REDACTED]@theagencygroup.co.nz>  
**Sent:** Wednesday, 8 December 2021 3:22 pm  
**To:** [REDACTED]  
**Subject:** Waterloo Station Ground floor, Heads of Agreement to Lease  
**Attachments:** CCF\_000115.pdf

Afternoon [REDACTED],

Attached is the signed Lease offer from the Potters Church Pastor, as discussed.

Regards



[REDACTED]

Commercial Sales & Leasing | The Agency Group

t: [REDACTED] | m: [REDACTED]  
e: [REDACTED]@theagencygroup.co.nz | www.theagencygroup.co.nz  
a: Ground Floor, 5 Willeston Street, Wellington, 6011



PROACTIVE RELEASE

Ngā mihi



---

**From:** [Redacted] <[\[Redacted\]@theagencygroup.co.nz](mailto:[Redacted]@theagencygroup.co.nz)>

**Sent:** Wednesday, 8 December 2021 3:22 PM

**To:** [Redacted] <[\[Redacted\]@jigsawproperty.co.nz](mailto:[Redacted]@jigsawproperty.co.nz)>

**Subject:** Waterloo Station Ground floor, Heads of Agreement to Lease

Afternoon [Redacted]

Attached is the signed Lease offer from the Potters Church Pastor, as discussed.

Regards



**Commercial Sales & Leasing | The Agency Group**

t: [Redacted] | m: [Redacted]

e: [Redacted]@theagencygroup.co.nz | [www.theagencygroup.co.nz](http://www.theagencygroup.co.nz)

a: Ground Floor, 5 Willeston Street, Wellington, 6011



PROACTIVE RELEASE

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**From:** [REDACTED]@theagencygroup.co.nz>  
**Sent:** Tuesday, 21 December 2021 5:32 pm  
**To:** [REDACTED]  
**Subject:** Potters House Church - reference letter  
**Attachments:** The Potter Church- Reference Letter.docx

Afternoon [REDACTED]

The Tenant has provided the attached letter of reference from their Landlord.

Regards



[REDACTED]

Commercial Sales & Leasing | The Agency Group

t: [REDACTED] | m: [REDACTED]  
e: [REDACTED]@theagencygroup.co.nz | www.theagencygroup.co.nz  
a: Ground Floor, 5 Willeston Street, Wellington, 6011



PROACTIVE RELEASE






## Property Transaction Summary and Approval Request

**From:** [REDACTED] Jigsaw Property Consultancy Ltd

**Date:** 27 September 2022

<b>Title:</b>	<b>Commercial Lease of Waterloo Interchange Office Premises – GWRC to Potters House Christian Church Wellington – Extend Lease to 6 January 2025</b>
<b>Group and Department:</b>	Metlink
<b>Background</b>	<p>The office building at Waterloo Interchange was purchased from NZ Bus in 2018. The office building is heavily partitioned and dated. Initially there was very little interest from the market to lease the space given that Metlink was only able to offer a 6-year lease due to potential future development at the station.</p> <p>However, the ground floor of the space was leased to Potters House Christian Church Wellington for six months from 7 January 2022 (with two further three-month rights of first refusal), somewhat as a trial to ascertain the suitability of the arrangement for both parties. As a result of the tenancy being successful for both the Church to raise its profile in the community, and for Metlink to maintain a security presence, the parties have agreed to extend the term of the lease through to 6 January 2025.</p> <p>This will allow Metlink time to further develop its potential plans for redevelopment of the site, and for the Church to continue its growth with continuity at one location over a longer term. However, a six-month termination clause has been introduced in favour of Metlink should the redevelopment work need to get underway earlier than 2025.</p>
<b>Transaction Description:</b>	<p>EXTENSION OF LEASE <b>Term</b> – Until 6 January 2025 <b>Total Annual Rental</b> - \$31,320 + GST p.a. existing rental to be held over <b>Special Conditions</b> – Six-month termination clause in favour of Metlink as above</p>
<b>Financial Implications:</b>	Total additional income of \$78,300 + GST over the extended term certain.
<b>Budget</b>	To be budgeted by Metlink.
<b>Insurance/Liability</b>	Standard clauses included.
<b>Documentation:</b>	Agreement to vary lease prepared by GWRC's external property solicitors.

Wider relevance to GWRC	N/A
Risks, Assumptions, Issues or other Comments	N/A
Delegation for Approval:	The delegation to the GM Corporate Services under Section 7.3 of the GWRC Delegation Manual updated 26 February 2019 applies to this transaction.
Recommendation:	<b>GMCS approves the property transaction between GWRC and Potters House Christian Church Wellington on the principal terms and conditions outlined above.</b>
Recommended by:	Signed:  Name:  Position: Property Consultant Date: 27.09.2022
Supported by:	Signed: e-mail approval Name: Barry Fryer Position: Manager, Rail Asset Date: 6.09.2022
Approved by:	Signed:  Name: Sue McLean Position: General Manager Corporate Services Date: 30.09.22

---

**From:** Barry Fryer <Barry.Fryer@gw.govt.nz>  
**Sent:** Tuesday, 27 September 2022 9:41 am  
**To:** [REDACTED]  
**Subject:** RE:

Hi [REDACTED],

Yes I am happy with that.

Regards,

**Barry Fryer**

Manager, Rail Asset

**Metlink**

DD [REDACTED] | M [REDACTED]

100 Cuba St, Te Aro, Wellington 6011 | PO Box 11646, Manners St, Wellington 6142

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**From:** [REDACTED] <[REDACTED]@jigsawproperty.co.nz>

**Sent:** Tuesday, 27 September 2022 9:37 am

**To:** Barry Fryer <Barry.Fryer@gw.govt.nz>

**Subject:**

Hi Barry

Are you able to please review and confirm your approval by return email?

Regards

[REDACTED]

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**From:** [REDACTED]@jigsawproperty.co.nz>  
**Sent:** Wednesday, 7 September 2022 9:15 am  
**To:** [REDACTED]  
**Subject:** RE: [REDACTED]  
**Attachments:** WL-157875-1439-1-3 Agreement to Vary Lease.pdf

Hi [REDACTED]

Subject to the final approval of GWRC's General Manger Corporate Services, please find attached a lease variation document for your review. If you are happy with it please sign it and return it to me. I will then seek the final approval from GWRC.

Regards

[REDACTED]  
**JIGSAW PROPERTY CONSULTANCY LIMITED**  
55 Waterloo Quay  
Pipitea  
Wellington 6011

Phone [REDACTED]  
Mobile [REDACTED]  
[REDACTED]@jigsawproperty.co.nz

---

**From:** [REDACTED] <[REDACTED]>  
**Sent:** Tuesday, 23 August 2022 3:25 PM  
**To:** [REDACTED]@jigsawproperty.co.nz>  
**Subject:** Re: [REDACTED]

Hi [REDACTED] yes confirm and are happy with the new term and for the doors to be disabled.

Kind Regards,

[REDACTED]

On 23/08/2022, at 12:38 PM, [REDACTED]@jigsawproperty.co.nz> wrote:

Hi [REDACTED]

As discussed I have not received a response to this e-mail as yet. Please confirm your acceptance of the proposal below and I can arrange to have it formalised.

Another couple of things:

1. I can arrange for the locks to the rooms either side of the kitchen to be disabled – please confirm you wish me to do this.
2. It has been brought our attention that lockable bolts have been attached to the main auto doors to the premises. **These must be removed immediately as while they are locked they prevent emergency escape from the building through the auto doors which are designated as an emergency exit route. Locking these bolts is a very serious safety offence.**

Regards

[REDACTED]

**JIGSAW PROPERTY CONSULTANCY LIMITED**

55 Waterloo Quay  
Pipitea  
Wellington 6011

Phone [REDACTED]  
Mobile [REDACTED]  
[jigsawproperty.co.nz](http://jigsawproperty.co.nz)

---

**From:** [REDACTED]  
**Sent:** Friday, 1 July 2022 2:33 PM  
**To:** [REDACTED] <[REDACTED]>  
**Subject:** RE: [REDACTED]

Hi [REDACTED], *without prejudice*

I have had a discussion with GWRC and it is willing to consider changing the term of the existing lease to three years so that it expires in January 2025. It would be unwilling to commit to any further terms after that date until there is more certainty around the timeframe for potential redevelopment of Waterloo Station. However, if any redevelopment was not imminent at that time of the January 2025 expiry, further terms might be considered at that point.

The change of the lease term to three years would however need to include an early termination clause to contemplate any potential plans to redevelop the station prior to January 2025, in which case GWRC could give 6-month's notice to terminate the lease.

Please confirm if you are willing to accept changing the lease to three years from 7 January 2022 to 6 January 2025, with a redevelopment termination clause on 6-month's notice. If that is the case, I will then need to seek formal approval from GWRC before being able to confirm.

Until a change is confirmed the existing lease terms would still apply, so in the meantime please also confirm you wish to exercise the 3 month renewal from 7 July.

Regards

[REDACTED]

**JIGSAW PROPERTY CONSULTANCY LIMITED**

55 Waterloo Quay  
Pipitea  
Wellington 6011

Phone [REDACTED]  
Mobile [REDACTED]  
[\[REDACTED\]@jigsawproperty.co.nz](mailto:[REDACTED]@jigsawproperty.co.nz)

---

**From:** [REDACTED] <[REDACTED]>  
**Sent:** Wednesday, 29 June 2022 9:43 AM  
**To:** [REDACTED] <[\[REDACTED\]@jigsawproperty.co.nz](mailto:[REDACTED]@jigsawproperty.co.nz)>  
**Subject:** [REDACTED]

Hi [REDACTED]  
Attached below is the file as discussed.

Kind Regards,

[REDACTED]

---

**From:** [REDACTED]@theagencygroup.co.nz>  
**Sent:** Friday, 7 January 2022 10:17 am  
**To:** [REDACTED]  
**Subject:** RE: Amended ATL Waterloo

Morning [REDACTED]

I have not collected a deposit, and advised [REDACTED] to pay the deposit to GWRC.

Unwilling to repeat the drawn-out wee saga from last time..

Cheers



[REDACTED]  
Commercial Sales & Leasing | The Agency Group

t: [REDACTED] | m: [REDACTED]  
e: [REDACTED]@theagencygroup.co.nz | www.theagencygroup.co.nz  
a: Ground Floor, 5 Willeston Street, Wellington, 6011



---

**From:** [REDACTED]@jigsawproperty.co.nz]  
**Sent:** Friday, 7 January 2022 8:41 a.m.  
**To:** [REDACTED]@theagencygroup.co.nz>  
**Subject:** RE: Amended ATL Waterloo

Thanks [REDACTED]

Have you collected the deposit? I sent [REDACTED] the bank account details for the rent and he mentioned he would pay GWRC today. If you haven't already collected the deposit, it might be easier admin wise for you to invoice GWRC direct for your commission given the palaver we had last time!

Ngā mihi

[REDACTED]

---

**From:** [REDACTED]@theagencygroup.co.nz>  
**Sent:** Thursday, 6 January 2022 1:03 PM  
**To:** [REDACTED]@jigsawproperty.co.nz>  
**Subject:** RE: Amended ATL Waterloo

Afternoon [REDACTED]

Has been a nice break. I hope you have had a good break also.

I'll pass the Lease on to Potters Church.

Cheers



Commercial Sales & Leasing | The Agency Group

t: [redacted] | m: [redacted]  
e: [redacted]@theagencygroup.co.nz | www.theagencygroup.co.nz  
a: Ground Floor, 5 Willeston Street, Wellington, 6011



---

From: [redacted]@jigsawproperty.co.nz]  
Sent: Thursday, 6 January 2022 10:54 a.m.  
To: [redacted]@theagencygroup.co.nz>  
Subject: RE: Amended ATL Waterloo

Hi [redacted]

Happy New Year! I hope you had a lovely break over Christmas.

Please see attached signed and dated lease.

Ngā mihi

[redacted]

---

From: [redacted]@theagencygroup.co.nz>  
Sent: Thursday, 23 December 2021 2:20 PM  
To: [redacted]@jigsawproperty.co.nz>  
Subject: RE: Amended ATL Waterloo

Afternoon [redacted]

That was quick.

Could you please re-send the ATL with a date on the Agreement.

Regards



Commercial Sales & Leasing | The Agency Group

t: [redacted] | m: [redacted]  
e: [redacted]@theagencygroup.co.nz | www.theagencygroup.co.nz  
a: Ground Floor, 5 Willeston Street, Wellington, 6011



---

From: [redacted]@jigsawproperty.co.nz]  
Sent: Thursday, 23 December 2021 1:56 p.m.  
To: [redacted]@theagencygroup.co.nz>  
Subject: RE: Amended ATL Waterloo

Hi [redacted]

Please see attached signed ATL! Go and have yourself a beer....

[redacted] is organising handover of the keys, his cell number is [redacted]. Please contact him from the 5<sup>th</sup> of January



Have a great Christmas.

Ngā mihi



---

**From:** [Redacted] <[\[Redacted\]@theagencygroup.co.nz](mailto:[Redacted]@theagencygroup.co.nz)>  
**Sent:** Thursday, 23 December 2021 10:34 AM  
**To:** [Redacted] <[\[Redacted\]@jigsawproperty.co.nz](mailto:[Redacted]@jigsawproperty.co.nz)>  
**Subject:** Amended ATL Waterloo

Morning [Redacted]

The amended ATL is attached, and the Tenant has initialled each page where there are changes.

Regards



Commercial Sales & Leasing | The Agency Group

t: [Redacted] | m: [Redacted]  
e: [Redacted]@theagencygroup.co.nz | [www.theagencygroup.co.nz](http://www.theagencygroup.co.nz)  
a: Ground Floor, 5 Willeston Street, Wellington, 6011



PROACTIVE RELEASE

---

**From:** [REDACTED]@jigsawproperty.co.nz>  
**Sent:** Tuesday, 6 September 2022 10:29 am  
**To:** [REDACTED]  
**Subject:** RE: CM002406 - Potters House Christian Church - Commercial Lease - Waterloo Interchange.pdf

Great thanks [REDACTED]. I agree with your proposal. I will progress this with the tenant and let you know if/when it is concluded.

Regards

[REDACTED]  
**JIGSAW PROPERTY CONSULTANCY LIMITED**  
55 Waterloo Quay  
Pipitea  
Wellington 6011

Phone [REDACTED]  
Mobile [REDACTED]  
[REDACTED]@jigsawproperty.co.nz

---

**From:** [REDACTED]@oakleymoran.co.nz>  
**Sent:** Monday, 5 September 2022 4:52 PM  
**To:** [REDACTED]@jigsawproperty.co.nz>  
**Subject:** RE: CM002406 - Potters House Christian Church - Commercial Lease - Waterloo Interchange.pdf

[REDACTED]

Thank you for your email. Good point and Jess asked the same question today. The reference to "public work" was, from memory, inserted at Jozsef's request for another job; probably to give that tenant some comfort. In view of the possible use, I would suggest, "*If the Lessor requires any part of the Premises, the Lessor may...*"

I could go further and simply starts with, "*The Landlord may at any time give to the Tenant six (6) months' notice in writing of its intention...*", but that likely will get some pushback from the tenant as that means that the lease could be terminated even if Council has no reason whatsoever.

Revised agreement is attached.

Cheers,

[REDACTED]  
Email: [REDACTED]@oakleymoran.co.nz | Direct Dial: [REDACTED]

---

**From:** [REDACTED]@jigsawproperty.co.nz>  
**Sent:** Monday, 5 September 2022 4:10 PM  
**To:** [REDACTED]@oakleymoran.co.nz>  
**Subject:** RE: CM002406 - Potters House Christian Church - Commercial Lease - Waterloo Interchange.pdf

Hi [REDACTED] thanks

This looks good to me. I have one question, is it necessary under 2.1(f) to refer to the Lessor requiring the Premises only for a "public work"? What GWRC will require the premises for will probably be a redevelopment of the Waterloo station as a transportation hub, which will presumably be considered a public work in general terms. However, there could well be some commercial operations as part of any redevelopment, so just in case there is any conjecture as to whether any part of a redevelopment doesn't constitute a public work, could we change it read "*If the Lessor requires any part of the Premises for a public work or any other redevelopment, the Lessor may....*"

Regards

[REDACTED]  
**JIGSAW PROPERTY CONSULTANCY LIMITED**  
55 Waterloo Quay  
Pipitea  
Wellington 6011

Phone [REDACTED]  
Mobile [REDACTED]  
[REDACTED]@jigsawproperty.co.nz

---

**From:** [REDACTED]@oakleymoran.co.nz>  
**Sent:** Friday, 2 September 2022 10:27 AM  
**To:** [REDACTED]@jigsawproperty.co.nz>  
**Subject:** FW: CM002406 - Potters House Christian Church - Commercial Lease - Waterloo Interchange.pdf

[REDACTED]  
Sorry, ignore earlier draft. Forgot the termination clause. Corrected version now attached.

Cheers  
[REDACTED]

[REDACTED]@oakleymoran.co.nz | Direct Dial: [REDACTED]

---

**From:** [REDACTED]  
**Sent:** Friday, 2 September 2022 10:14 AM  
**To:** [REDACTED]@jigsawproperty.co.nz>  
**Subject:** RE: CM002406 - Potters House Christian Church - Commercial Lease - Waterloo Interchange.pdf

[REDACTED]  
Thank you for your email and attachment.

Attached is a draft agreement. As the lease is in the form of an ATL, the variation is an agreement (rather than a deed).

Please note that I could not find a registered entity by the name of Potter's House Christian Church Wellington. I checked the registers for companies, incorporated societies and charities.

Please let me know whether the agreement is satisfactory.

Cheers,  
[REDACTED]

[REDACTED]@oakleymoran.co.nz | Direct Dial: [REDACTED]

---

**From:** [REDACTED]@jigsawproperty.co.nz>  
**Sent:** Thursday, 1 September 2022 3:33 PM  
**To:** [REDACTED]@oakleymoran.co.nz>  
**Subject:** CM002406 - Potters House Christian Church - Commercial Lease - Waterloo Interchange.pdf

Hello [REDACTED]

With reference to the attached ATL, the parties have agreed in principle to:

- Extinguish the renewals and confirm a final expiry date of 6<sup>th</sup> January 2025, but
- Add a 6 month termination clause in favour of the Landlord

Are you able to please prepare a variation agreement to the above effect.

Regards

[REDACTED]  
**JIGSAW PROPERTY CONSULTANCY LIMITED**  
55 Waterloo Quay  
Pipitea  
Wellington 6011

Phone [REDACTED]  
Mobile [REDACTED]  
[REDACTED]@jigsawproperty.co.nz

PROACTIVE RELEASE



---

**From:** [REDACTED]@theagencygroup.co.nz>  
**Sent:** Wednesday, 22 December 2021 5:01 pm  
**To:** [REDACTED]  
**Subject:** RE: Question for Potters Church

I will get on to that immediately.

Regards



[REDACTED]  
Commercial Sales & Leasing | The Agency Group

t: [REDACTED] | m: [REDACTED]  
e: [REDACTED]@theagencygroup.co.nz | www.theagencygroup.co.nz  
a: Ground Floor, 5 Willeston Street, Wellington, 6011



---

**From:** [REDACTED]@jigsawproperty.co.nz]  
**Sent:** Wednesday, 22 December 2021 5:00 p.m.  
**To:** [REDACTED]@theagencygroup.co.nz>  
**Subject:** Question for Potters Church

Hi [REDACTED]

GWRC would like to ascertain the position of the tenant on covid-19 vaccination. GWRC's position on covid-19 vaccinations would make it difficult to accommodate occupants of its site that had adopted an anti-vaccination position.

Ngā mihi

[REDACTED]  
**JIGSAW PROPERTY CONSULTANCY LIMITED**  
55 Waterloo Quay  
Pipitea  
Wellington 6011

phone [REDACTED]  
mobile [REDACTED]  
[REDACTED]@jigsawproperty.co.nz

---

**From:** Jaime Passache <Jaime.Passache@gw.govt.nz>  
**Sent:** Friday, 17 December 2021 10:00 am  
**To:** Barry Fryer; [REDACTED]  
**Subject:** RE: Waterloo Interchange - Former NZ Bus Admin Building

Morning [REDACTED]

Barry has confirmed the conditions.

And from my part, I can comment on the below building details:

- Fibre is active installed in the building. The modem is located in the second floor, inside the "network room", just beside the room where we have the pigeon problem. The church will have to set up their network arrangement from that room down, either using the existing network devices and installation available or setting up their own arrangement.

From next Monday and before Christmas:

- First floor ceiling tiles will be checked making sure are properly mounted. Broken tiles will be replaced.
- First floor electrical installation will be checked aiming to confirm it is safe, fixing loose and damaged lamps, and looking to see if the main automatic door can be left operational.
- The electrician and a plumber will check the operation of the main boiler located in the main man's locker room.
- First floor will have the three main doors locked with one single key.
- \*Second floor will be isolated from first floor, as well as the main switchboard. Access to main switchboard and second floor will be now only from the door to the platform. Only contractors will have access to that key.
- With this arrangement there will be two aspects managed from the second floor that will be providing service to the new tenant: Hot water and Internet. Unsure how to manage that in case of issues.

Let me know if we need to arrange any coordination next week.

\*Further improvements to the second floor will be left for later, being the priority for next year, the cleaning of the electric room affected by pigeons.

Regards,

**Jaime Passache**

Senior Project Delivery Advisor

**Metlink**

M [REDACTED]

100 Cuba St, Te Aro, Wellington 6011 | PO Box 11646, Manners St, Wellington 6142

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---

**From:** Barry Fryer <Barry.Fryer@gw.govt.nz>  
**Sent:** Friday, 17 December 2021 9:23 am  
**To:** [REDACTED] <@jigsawproperty.co.nz>; Jaime Passache <Jaime.Passache@gw.govt.nz>  
**Subject:** RE: Waterloo Interchange - Former NZ Bus Admin Building

Sorry – yes the right of renewal sounds like a good thing to do.

Jaime, are you able to look into the fibre issue.

Regards,

**Barry Fryer**

Manager, Rail Asset

**Metlink**

DD [REDACTED] | M [REDACTED]

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---

**From:** [REDACTED] <[\[REDACTED\]@jigsawproperty.co.nz](mailto:[REDACTED]@jigsawproperty.co.nz)>

**Sent:** Friday, 17 December 2021 8:43 AM

**To:** Jaime Passache <[Jaime.Passache@gw.govt.nz](mailto:Jaime.Passache@gw.govt.nz)>; Barry Fryer <[Barry.Fryer@gw.govt.nz](mailto:Barry.Fryer@gw.govt.nz)>

**Subject:** RE: Waterloo Interchange - Former NZ Bus Admin Building

Hi Jaime/Barry,

Sorry to chase you up on this but we need to get cracking if you agree to the terms below and attached.

Ngā mihi

---

**From:** [REDACTED]

**Sent:** Wednesday, 15 December 2021 11:29 AM

**To:** Jaime Passache <[Jaime.Passache@gw.govt.nz](mailto:Jaime.Passache@gw.govt.nz)>; Barry Fryer <[Barry.Fryer@gw.govt.nz](mailto:Barry.Fryer@gw.govt.nz)>

**Subject:** RE: Waterloo Interchange - Former NZ Bus Admin Building

Hi Jaime,

The Church Pastor has agreed on our suggested terms and condition and the rental has been increased \$2,610 + GST per month, or \$31,320 + GST pa. This will include power and water, but I'm not sure about fibre, did you get a chance to look into this?

There is one thing which I would suggest we change, and that's swap the renewals to right of first refusal, as that will give us more flexibility. Right of first refusal means that at the end of the term, instead of the tenant being able to automatically renew, we have discretion to say no. Normally we wouldn't worry, but I think we should retain some flexibility with this tenant.

I'll need to run this past the church and get our solicitor to add in the appropriate clause. In conjunction, I will send a memo to Sam Gain as she will need to approve the transaction before we ask her to sign the Agreement to Lease.

Can you please let me know if this is agreeable?

Ngā mihi

**From:** Jaime Passache <[Jaime.Passache@gw.govt.nz](mailto:Jaime.Passache@gw.govt.nz)>

**Sent:** Friday, 10 December 2021 3:27 PM

**To:** [REDACTED] <[\[REDACTED\]@jigsawproperty.co.nz](mailto:[REDACTED]@jigsawproperty.co.nz)>; Barry Fryer <[Barry.Fryer@gw.govt.nz](mailto:Barry.Fryer@gw.govt.nz)>

**Subject:** RE: Waterloo Interchange - Former NZ Bus Admin Building

Thanks for the feedback.

Re contractors going in, here what I am aware so far:

1. Metlink: **Commercial Signals** - Station lights signs powered from internal swb.
2. Metlink: **Fire Security Services** or other (check) - BWOF
3. Metlink: **SRL** – Power to station
4. Metlink: **Red Wolf** - Station CCTV powered from internal swb.
5. \*2 Degrees: **Contractor(s)** to check on power to the cell phone antenna on roof.

The new tenant will have to consider the possibility for our contractors to access the first floor switchboard, as it seems to be the main one. Coordination between them and us should be put in place. Also by adding locks to three doors, we will be forced to get in contact with these contractors to better arrange their need for access.

Regards,

**Jaime Passache**

Senior Project Delivery Advisor

**Metlink**

M [REDACTED]

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**From:** [REDACTED] <[\[REDACTED\]@jigsawproperty.co.nz](mailto:[REDACTED]@jigsawproperty.co.nz)>

**Sent:** Friday, 10 December 2021 7:58 am

**To:** Jaime Passache <[Jaime.Passache@gw.govt.nz](mailto:Jaime.Passache@gw.govt.nz)>; Barry Fryer <[Barry.Fryer@gw.govt.nz](mailto:Barry.Fryer@gw.govt.nz)>

**Subject:** RE: Waterloo Interchange - Former NZ Bus Admin Building

Thanks for the below Jaime. Our fire system contractor is Fire Security Services, they also organise the bwof.

We can but ask to increase the rental to cover the costs, also, as they don't have a guarantor for the lease and I'd say they are more of a risky tenant with no indication of cashflow, we are entitled to tighten our conditions.

I'll test the agent re the below and see where we get to.

Ngā mihi

[REDACTED]

---

**From:** Jaime Passache <[Jaime.Passache@gw.govt.nz](mailto:Jaime.Passache@gw.govt.nz)>  
**Sent:** Thursday, 9 December 2021 2:54 PM  
**To:** [REDACTED] <[@jigsawproperty.co.nz](mailto:@jigsawproperty.co.nz)>; Barry Fryer <[Barry.Fryer@gw.govt.nz](mailto:Barry.Fryer@gw.govt.nz)>  
**Subject:** RE: Waterloo Interchange - Former NZ Bus Admin Building

Hi [REDACTED]

Same from me. Good to meet you on site and have the time to inspect the building. Also thanks for the summary and the info.

Regarding your email, and only as a personal opinion, hopefully we are not pushing away this potential option by tightening to much our conditions.

Any money coming in can help offsetting the maintenance/repair costs of the building itself. The building as it is, it feels like a very challenging option to find another potential tenant.

Regarding your points below and still linked to the above, a believe there is only one metering for the whole station, and as such the rental figure will need to go up to incorporate power costs. I will have this confirmed 100% by Tuesday next week. Also I will review the need to fix the lock on the three doors we discussed.

Another element is that few things from the station are controlled from this building, even power to cell phone tower. This means several contractors have interest to go inside the building. The who has left the door wide open, as you found it two times, is difficult to identify. But we will need to contact all the involved parties to better manage their access times.

Finally, can you check who's the fire system contractor going there regularly for the BWOF inspections?

Regards,

**Jaime Passache**

Senior Project Delivery Advisor

Metlink

M [REDACTED]

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---

**From:** [REDACTED] <[@jigsawproperty.co.nz](mailto:@jigsawproperty.co.nz)>  
**Sent:** Thursday, 9 December 2021 1:23 pm  
**To:** Barry Fryer <[Barry.Fryer@gw.govt.nz](mailto:Barry.Fryer@gw.govt.nz)>; Jaime Passache <[Jaime.Passache@gw.govt.nz](mailto:Jaime.Passache@gw.govt.nz)>  
**Subject:** RE: Waterloo Interchange - Former NZ Bus Admin Building

Hi Barry and Jaime,

The Church Group website is: <https://www.pottershouselowerhutt.com/>

Ngā mihi

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Thursday, 9 December 2021 12:54 PM  
**To:** Barry Fryer <[Barry.Fryer@gw.govt.nz](mailto:Barry.Fryer@gw.govt.nz)>; Jaime Passache <[Jaime.Passache@gw.govt.nz](mailto:Jaime.Passache@gw.govt.nz)>  
**Subject:** RE: Waterloo Interchange - Former NZ Bus Admin Building

Hi Jaime,

Nice to meet you in person out at Waterloo.

I have received an Agreement to Lease from the agent for the church group, terms and conditions as follows (my comments in red):

- Commencement Date: 24 December 2021
- Term: 6 months
- Rights of Renewal: Two of 3 months each – This doesn't give us any flexibility if we need the space back so I suggest making them rights of first refusal, meaning we can choose not to renew the lease at GW's discretion.
- Final Expiry Date: 30 December 2022
- Annual rental: \$24,000 + GST – As we can't separate out the water and power usage, GWRC will need to pay for the utilities. We suggest increasing the rental to \$2,610 + GST per month, or \$31,320 per annum.

Following on from our visit here are some comments/actions:

1. Get the electrics checked over and find the electricity meter. Tim from our office sees the electricity bill every month and apparently the bill for Waterloo has only ever been estimated. We may need to include an estimate for power into the lease (ie. increase the rental to pay for the electricity) as I don't think we will be able to separate out the ground floor from the rest of the building - Jaime
2. We can separate the ground floor into its own tenancy by changing the locks on the two doors at either end. I have attached the only plan I have, and roughly indicated the tenancy and doors. – Jaime
3. We don't know if the building has fibre connected, would you be able to please find this out?
4. I will get the autodoor checked and find out how to operate it. I'll also get the air conditioning serviced and reinstate the BWof checks - Jess
5. Find the list of contractors who regularly access the building - Jaime

We won't get started on the list of actions until we have a lease signed. Barry/Jaime, look forward to your feedback before I respond to the agent regarding the lease.

Ngā mihi

[REDACTED]

---

**From:** Barry Fryer <[Barry.Fryer@gw.govt.nz](mailto:Barry.Fryer@gw.govt.nz)>  
**Sent:** Wednesday, 8 December 2021 11:08 AM  
**To:** [REDACTED] <[\[REDACTED\]@jigsawproperty.co.nz](mailto:[REDACTED]@jigsawproperty.co.nz)>; Jaime Passache <[Jaime.Passache@gw.govt.nz](mailto:Jaime.Passache@gw.govt.nz)>  
**Subject:** RE: Waterloo Interchange - Former NZ Bus Admin Building

Yes I think there is some batteries for emergency lighting of the station, within the building.

Regards,

**Barry Fryer**  
Manager, Rail Asset  
Metlink



---

From: [REDACTED] <[\[REDACTED\]@jigsawproperty.co.nz](mailto:[REDACTED]@jigsawproperty.co.nz)>  
Sent: Wednesday, 8 December 2021 10:04 AM  
To: Jaime Passache <[Jaime.Passache@gw.govt.nz](mailto:Jaime.Passache@gw.govt.nz)>; Barry Fryer <[Barry.Fryer@gw.govt.nz](mailto:Barry.Fryer@gw.govt.nz)>  
Subject: RE: Waterloo Interchange - Former NZ Bus Admin Building

Ah I didn't realise you were new! Welcome 😊

With regards to Waterloo, I just look after the interior of the office building and have been organising the BWof. It would be great if you could organise the electrical check – I'm not sure if it is linked in with the station in any way? There is a big control room on the first floor of the offices, is any of this still used? (No worries if you don't know, but perhaps Barry might?).

I'm happy to meet you onsite before next Friday and go for a walk through if that helps.

Ngā mihi

---

From: Jaime Passache <[Jaime.Passache@gw.govt.nz](mailto:Jaime.Passache@gw.govt.nz)>  
Sent: Wednesday, 8 December 2021 9:59 AM  
To: [REDACTED] <[\[REDACTED\]@jigsawproperty.co.nz](mailto:[REDACTED]@jigsawproperty.co.nz)>; Barry Fryer <[Barry.Fryer@gw.govt.nz](mailto:Barry.Fryer@gw.govt.nz)>  
Subject: RE: Waterloo Interchange - Former NZ Bus Admin Building

Hi [REDACTED]

As the newbie here I still need to better learn everyone's roles. I wasn't aware you could coordinate all those services and checks.

Being that the case, what would be required from us? If electrical check, yes, we can do that.

Let me know.

Cheers,  
**Jaime Passache**  
Senior Project Delivery Advisor

Metlink

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---

**From:** [REDACTED] <[\[REDACTED\]@jigsawproperty.co.nz](mailto:[REDACTED]@jigsawproperty.co.nz)>  
**Sent:** Wednesday, 8 December 2021 9:41 am  
**To:** Jaime Passache <[Jaime.Passache@gw.govt.nz](mailto:Jaime.Passache@gw.govt.nz)>; Barry Fryer <[Barry.Fryer@gw.govt.nz](mailto:Barry.Fryer@gw.govt.nz)>  
**Subject:** RE: Waterloo Interchange - Former NZ Bus Admin Building

Thanks Jaime/Barry.

The ground floor is looking pretty clean, I had cleaners go through a couple of weeks ago.

With regards to the autodoor and air conditioning, I arrange for the BWof checks and the same contractors would have to do the inspections.

The electricity would need to be checked, I use Stewart and Rogers, would you want to organise this when the time comes?

Ngā mihi

[REDACTED]

---

**From:** Jaime Passache <[Jaime.Passache@gw.govt.nz](mailto:Jaime.Passache@gw.govt.nz)>  
**Sent:** Wednesday, 8 December 2021 9:28 AM  
**To:** Barry Fryer <[Barry.Fryer@gw.govt.nz](mailto:Barry.Fryer@gw.govt.nz)>; [REDACTED] <[\[REDACTED\]@jigsawproperty.co.nz](mailto:[REDACTED]@jigsawproperty.co.nz)>  
**Subject:** RE: Waterloo Interchange - Former NZ Bus Admin Building

Morning,

A general clean and check should be the first step, I will ask for that to be done asap so we know better where we are.

Regards,

**Jaime Passache**

Senior Project Delivery Advisor

**Metlink**

M [REDACTED]

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---

**From:** Barry Fryer <[Barry.Fryer@gw.govt.nz](mailto:Barry.Fryer@gw.govt.nz)>  
**Sent:** Wednesday, 8 December 2021 9:24 am  
**To:** [REDACTED] <[\[REDACTED\]@jigsawproperty.co.nz](mailto:[REDACTED]@jigsawproperty.co.nz)>  
**Cc:** Jaime Passache <[Jaime.Passache@gw.govt.nz](mailto:Jaime.Passache@gw.govt.nz)>  
**Subject:** RE: Waterloo Interchange - Former NZ Bus Admin Building

We (Jaime) should probably arrange the contractors, so when it looking like it is a goer, let us know and we will start making the arrangements.

Regards,



**Barry Fryer**

Manager, Rail Asset

**Metlink**

DD [REDACTED] | M [REDACTED]

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---

From [REDACTED] <[\[REDACTED\]@jigsawproperty.co.nz](mailto:[REDACTED]@jigsawproperty.co.nz)>

Sent: Wednesday, 8 December 2021 9:17 AM

To: Barry Fryer <[Barry.Fryer@gw.govt.nz](mailto:Barry.Fryer@gw.govt.nz)>

Cc: Jaime Passache <[Jaime.Passache@gw.govt.nz](mailto:Jaime.Passache@gw.govt.nz)>

Subject: RE: Waterloo Interchange - Former NZ Bus Admin Building

Thanks Barry for the quick response. Yes I believe they are wanting to get in asap but as you said below it takes time to get up to tenable standard and also to get the agreement signed by Sam Gain.

I won't be engaging any contractors until we have completed all the formalities. I'll see if I can squeeze any more rental from them!

Ngā mihi

[REDACTED]

---

From: Barry Fryer <[Barry.Fryer@gw.govt.nz](mailto:Barry.Fryer@gw.govt.nz)>

Sent: Wednesday, 8 December 2021 8:55 AM

To: [REDACTED] <[\[REDACTED\]@jigsawproperty.co.nz](mailto:[REDACTED]@jigsawproperty.co.nz)>

Cc: Jaime Passache <[Jaime.Passache@gw.govt.nz](mailto:Jaime.Passache@gw.govt.nz)>

Subject: RE: Waterloo Interchange - Former NZ Bus Admin Building

Hi [REDACTED]

That is promising news, happy for you to proceed. Be good to trying and push them up to \$3,000 incl GST.

Is there pressure for a start date?

Thinking will not invest yet in fixing ceiling tiles, and getting HVAC and Building WoF yet....but it might take a while, hence the question on pressure for a start date.

Regards,

**Barry Fryer**

Manager, Rail Asset

**Metlink**

DD [REDACTED] | M [REDACTED]

100 Cuba St, Te Aro, Wellington 6011 | PO Box 11646, Manners St, Wellington 6142



---

**From:** [REDACTED] <[\[REDACTED\]@jigsawproperty.co.nz](mailto:[REDACTED]@jigsawproperty.co.nz)>  
**Sent:** Wednesday, 8 December 2021 8:43 AM  
**To:** Barry Fryer <[Barry.Fryer@gw.govt.nz](mailto:Barry.Fryer@gw.govt.nz)>  
**Subject:** RE: Waterloo Interchange - Former NZ Bus Admin Building

Hi Barry,

Further to Tim's email below I have been through Waterloo with the Agent and the party interested is a church group.

The church group are currently preparing an offer but I believe its only for \$2,000 + GST per month, on 3 month rolling terms. Initially they were talking \$3,000 per month but they didn't realise that the rental would be plus GST.

The \$2,000 per month will cover costs and there will be one month due to the agent as commission. I am a little worried about their ability to pay rental past the 3 months, as they were rather iffy about their financial status, but we could terminate the lease after 3 months if it's not working out.

They are not expecting us to do any work, there are some ceiling tiles that would need replacing to tidy up the area. We will need to get the area checked over by an electrician, the auto doors and the air conditioning serviced. We would put a strong "as is where is" clause in the lease ensuring that we are not liable for any decorative repairs or maintenance, but we would have to cover any building services or defects.

It's the first offer we have had for the space and it still gives us flexibility if someone wants to take the whole building. Are you happy for me to proceed with the negotiations?

Ngā mihi

---

**From:** Barry Fryer <[Barry.Fryer@gw.govt.nz](mailto:Barry.Fryer@gw.govt.nz)>  
**Sent:** Thursday, 25 November 2021 4:29 PM  
**To:** [REDACTED] <[\[REDACTED\]@jigsawproperty.co.nz](mailto:[REDACTED]@jigsawproperty.co.nz)>  
**Cc:** [REDACTED] <[\[REDACTED\]@jigsawproperty.co.nz](mailto:[REDACTED]@jigsawproperty.co.nz)>; Jaime Passache <[Jaime.Passache@gw.govt.nz](mailto:Jaime.Passache@gw.govt.nz)>  
**Subject:** RE: Waterloo Interchange - Former NZ Bus Admin Building

Hi [REDACTED]

That is great to hear.

I have no concerns with what you are thinking. I am aware of conversations regarding the pigeons... not sure we landed with a suitable result yet. I think most of the water leaks have also been addressed.

Regards,

**Barry Fryer**

Manager, Rail Asset

**Metlink**

DD [REDACTED] | M [REDACTED]

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---

From: [REDACTED] <[\[REDACTED\]@jigsawproperty.co.nz](mailto:[REDACTED]@jigsawproperty.co.nz)>

Sent: Thursday, 25 November 2021 2:52 PM

To: Barry Fryer <[Barry.Fryer@gw.govt.nz](mailto:Barry.Fryer@gw.govt.nz)>

Cc: [REDACTED] <[\[REDACTED\]@jigsawproperty.co.nz](mailto:[REDACTED]@jigsawproperty.co.nz)>

Subject: Waterloo Interchange - Former NZ Bus Admin Building

Hi Barry

There has been an approach from a real estate agent with an offer from a church group (displaced from High St) to lease the ground floor of the building on a month-to-month lease at \$3k per month plus GST. The agent maintains that the premises will be accepted on an "as-is where-is" which is key because as you are no doubt aware it is generally not in great nick and large amounts of money could be spent to bring it up to even just a reasonable standard.

At \$36k per annum, based on the ground floor area of 296m<sup>2</sup>, the rental rate is around \$120/m<sup>2</sup>. While this may be considered low, if it is on an as-is where-is basis, and given the little interest in the market place to date, it is certainly better than nothing and would be worth pursuing. On a month-to-month basis, the risk of it being problematic is reduced by being able to call it quits at any time. However, I imagine there will be some re-establishment costs that will be incurred for compliance and acting as a reasonable landlord – kicking off the BWOF again, servicing of the aircon systems, and a bit of a tidy up of the upper floor as when I was there a week or two back there were pigeons in residence from the canopy above and there was evidence of some leaking from the canopy roof as well.

That being considered, I might suggest an initial term of three-six months so that any costs incurred by GW are at least recovered, following that it could revert to a month-to-month basis.

If you would be interested in principle, I would recommend I meet with the agents and tenants on site to discuss and confirm what work they wish to carry out, what, if any, expectations they have of the landlord, and to assess more closely at the minimum amount of work that GW would need to do.

Please let me know what your thoughts are.

Regards

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Pipitea  
Wellington 6011

Phone [REDACTED]  
Mobile [REDACTED]  
[\[REDACTED\]@jigsawproperty.co.nz](mailto:[REDACTED]@jigsawproperty.co.nz)

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**From:** Samantha Gain <Samantha.Gain@gw.govt.nz>  
**Sent:** Thursday, 23 December 2021 10:49 am  
**To:** [REDACTED]  
**Cc:** Preet Nijjar  
**Subject:** RE: Waterloo Interchange - Request to Lease  
**Attachments:** The Potter Church- Reference Letter.docx

Hi [REDACTED]

Thanks for the additional documents and information on this.

On the basis of the reference (attached) and your advice that the pastor has confirmed they are vaccinated and will follow government procedures, I approve the transaction.

Preet, I'll ask you to put those words in the approval memo and attach the reference, as well as add my signature, so we have a complete record in one place.

Ngā mihi  
Sam  
(she/her)

---

**From:** [REDACTED] <jigsawproperty.co.nz>  
**Sent:** Monday, 20 December 2021 9:06 am  
**To:** Samantha Gain <Samantha.Gain@gw.govt.nz>  
**Cc:** Preet Nijjar <Preet.Nijjar@gw.govt.nz>  
**Subject:** Waterloo Interchange - Request to Lease  
**Importance:** High

Hi Sam,

We have received an offer to lease the ground floor of the office building at Waterloo Interchange. The prospective tenant wants to move in asap and given that we have had very little interest in this space, we would like to get this one over the line quickly if you accept the attached memo.

Can you please try and look at it today if possible? I apologise for the urgency.

Ngā mihi

[REDACTED]  
**JIGSAW PROPERTY CONSULTANCY LIMITED**  
55 Waterloo Quay  
Pipitea  
Wellington 6011

phone [REDACTED]  
mobile [REDACTED]  
[REDACTED] <[jigsawproperty.co.nz](http://jigsawproperty.co.nz)>

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stated, any views or opinions expressed are solely those of the author, and do not represent those of the organisation.

PROACTIVE RELEASE

---

**From:** [REDACTED]@oakleymoran.co.nz>  
**Sent:** Friday, 17 December 2021 11:49 am  
**To:** [REDACTED]  
**Subject:** RE: Waterloo Interchange  
**Attachments:** ATL Waterloo.pdf

[REDACTED]

Thank you for your email. I noted the proposed commencement date of 24th December.

Attached is a marked up agreement to lease. Modifying a standard template form with its definitions can be somewhat tricky. We are uncertain as to how far council wants to go with the right of first refusal. Is it just for the term of the lease or does council want flexibility with the terms and conditions as well?

We also comment as follows:

1. We noted council's name on the lease. We are relaxed that "greater" remains.
2. We note that the lease is to commence on the 24<sup>th</sup>, while the other dates are on the 30<sup>th</sup>. Should that be fixed?
3. Should there be any rent reviews for such a short lease?
4. Should council promise to carry full replacement insurance?
5. Item 15 should not be 0% as that would render the list of outgoings irrelevant. We are uncertain as to what % is required. Is the toilets shared?
6. If the tenant arrange for its own fibre, then it is not an outgoing under the lease.

If you have any questions, please don't hesitate to ask. We look forward to hearing from you.

Cheers,

[REDACTED]  
[REDACTED]@oakleymoran.co.nz | Direct Dial: [REDACTED]

---

**From:** [REDACTED]@jigsawproperty.co.nz>  
**Sent:** Friday, 17 December 2021 10:20 AM  
**To:** [REDACTED]@oakleymoran.co.nz>  
**Subject:** Waterloo Interchange

Hi [REDACTED]

Can you please look over the attached ATL we have received for an office building in Waterloo Station?

One feedback is that we want to change the Right of Renewal to a Right of First Refusal as would like to retain some flexibility with the tenant and the space. Can you please amend and insert the relevant wording?

GWRC will be paying for all utilities except Fibre as we can't separately meter power or water so have included these costs in the rent. Can you please add fibre to their outgoings?

Otherwise we are happy with the rest of the terms.

Ngā mihi

[REDACTED]  
**JIGSAW PROPERTY CONSULTANCY LIMITED**  
55 Waterloo Quay  
Pipitea  
Wellington 6011

phone [REDACTED]

PROACTIVE RELEASE



---

**From:** [REDACTED]@theagencygroup.co.nz>  
**Sent:** Wednesday, 6 March 2019 2:39 pm  
**To:** Jess Earnshaw  
**Subject:** RE: Waterloo Interchange

Cheers [REDACTED] See you there.

[REDACTED]  
Sales & Leasing

[REDACTED]  
[REDACTED]  
[REDACTED]@theagencygroup.co.nz | [REDACTED] theagencygroup.co.nz  
Ground Floor, Dell EMC House, 5 Willeston Street, Wellington 6011

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---

**From:** [REDACTED]@jigsawproperty.co.nz]  
**Sent:** Wednesday, 6 March 2019 2:33 p.m.  
**To:** [REDACTED]@theagencygroup.co.nz>  
**Subject:** RE: Waterloo Interchange

Hi [REDACTED]

Sure thing.

See you Friday.

---

**From:** [REDACTED]@theagencygroup.co.nz]  
**Sent:** Wednesday, 6 March 2019 2:31 p.m.  
**To:** [REDACTED]@jigsawproperty.co.nz>  
**Subject:** RE: Waterloo Interchange

Afternoon [REDACTED]

Would you be able to meet me on site, at 11:30am on Friday ?

Regards

[REDACTED]  
Sales & Leasing

[REDACTED]  
[REDACTED]  
[REDACTED]@theagencygroup.co.nz | [REDACTED] theagencygroup.co.nz  
Ground Floor, Dell EMC House, 5 Willeston Street, Wellington 6011

---

From: [REDACTED] <[\[REDACTED\]@jigsawproperty.co.nz](mailto:[REDACTED]@jigsawproperty.co.nz)>  
Sent: Wednesday, 6 March 2019 1:47 p.m.  
To: [REDACTED] <[\[REDACTED\]@theagencygroup.co.nz](mailto:[REDACTED]@theagencygroup.co.nz)>  
Subject: Waterloo Interchange

Hi [REDACTED]

I do have something that is vacant which I had completely forgotten about!

WRC has recently purchased the Waterloo Interchange off LINZ. We are managing the office building, but the large workshop and carpark will be turned into commuter car parking. There are no plans to demo the office building.

The office has automatic door entry from the main concourse and a rear door from the car park. Internally it is heavily partitioned into offices, with a large breakout area/kitchen and toilet/changing amenities. It is dated and still retains some of the features from its use as a ticketing office. There are two internal staircases, no elevator.

Lettable areas:

Office – Ground 296 sqm

Office - First Floor 332 sqm

It could be used as some sort of educational facility potentially with all the offices and meeting rooms. Otherwise I think some work will be required.

I could possibly meet you out there on Friday if you wanted to have a look, otherwise you can pick a key up from our offices.

Kind regards,

[REDACTED]

[REDACTED]

**JIGSAW PROPERTY CONSULTANCY LIMITED**

55 Waterloo Quay  
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phone [REDACTED]

mobile [REDACTED]

[REDACTED] <[\[REDACTED\]@jigsawproperty.co.nz](mailto:[REDACTED]@jigsawproperty.co.nz)>

---

**From:** [REDACTED]@theagencygroup.co.nz>  
**Sent:** Wednesday, 8 December 2021 9:24 am  
**To:** [REDACTED]  
**Subject:** RE: Waterloo Interchange

Morning [REDACTED]

Thanks for that. I drafted a lease agreement yesterday to 'get the ball rolling' and have managed to get them to take a Six month term. However, where car parks are concerned, put a note in about sharing the park and ride, so that may need to be deleted..

Cheers



[REDACTED]  
Commercial Sales & Leasing | The Agency Group

t: [REDACTED] | m: [REDACTED]  
e: [REDACTED]@theagencygroup.co.nz | www.theagencygroup.co.nz  
a: Ground Floor, 5 Willeston Street, Wellington, 6011



---

**From:** [REDACTED]@jigsawproperty.co.nz]  
**Sent:** Wednesday, 8 December 2021 8:21 a.m.  
**To:** [REDACTED]@theagencygroup.co.nz>  
**Subject:** FW: Waterloo Interchange

Hi [REDACTED]

Apologies, I was a bit snowed under yesterday. Here are the details for Waterloo:

Lettable areas:

Office – Ground 296 sqm

Office - First Floor 332 sqm

There are no carparks supplied.

Ngā mihi

[REDACTED]  
**JIGSAW PROPERTY CONSULTANCY LIMITED**

55 Waterloo Quay  
Pipitea  
Wellington 6011

phone [REDACTED]  
mobile [REDACTED]  
[REDACTED]@jigsawproperty.co.nz

---

**From:** [REDACTED]@theagencygroup.co.nz>  
**Sent:** Tuesday, 16 November 2021 4:06 pm  
**To:** [REDACTED]  
**Subject:** Waterloo Station

Afternoon [REDACTED]

The Pastor from the Potters House Christian Church inspected Waterloo Station at midday.

He has offered \$3,000 + GST per month, for the use of the Ground Floor only, 'as is'.

Regards



[REDACTED]

Commercial Sales & Leasing | The Agency Group

t: [REDACTED] | m: [REDACTED]

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