

TRAILER PARK LICENCE TERMS

1.0 Interpretation

1.1 In this Licence the following words and phrases have the meanings stated:

“Boat” means the boat described on the front page of this Licence and includes the relevant boat trailer and any associated equipment, fittings, tackle or other gear and any tractor or other vehicle from time to time standing in the Park.

“Park” means the allocated park referred to on the front page of this Licence.

“Fee” means the licence fee provided for in clauses 4.1 to 4.4 of this Licence.

“Marina” means the whole premises of the Whangamata Marina occupied by the Licensor.

“Associated facilities” includes marina buildings, security fencing, washing down arrangements, toilets, showers and changing rooms, laundry, access ways, roads, refuelling facilities, marina piers and fingers.

“Term” means the Term of Licence stated on the front page of this Licence.

“Date of Commencement” means the first day of the Term.

“Authorised Officer” means the manager of the Marina appointed from time to time by the Licensor.

2.0 Term

2.1 This Licence is for a period of 1 year */ _____ months* commencing on the Date of Commencement unless earlier terminated under any of the following provisions. (*delete one)

2.2 This Licence shall be deemed to have been renewed for a further year* / _____* months commencing when the tax invoice for the next period's Fee is posted to the Licensee in accordance with Clause 3.1. (*delete one)

2.3 The Licensee may terminate this Licence at any time by giving not less than 1 month's written notice of such termination to the Licensor and in that event where this Licence is for a term of 12 months and subject to removal of the Licensee's boat from the Park the Licensee shall be entitled to a proportionate refund of the fee in respect of the unexpired period.

2.4 The Licensor reserves the right to charge a cancellation fee to cover administration and other costs arising out of the cancellation of any Licence.

3.0 Annual Licence Fee

3.1 The Licensor shall inform the Licensee each year of the amount of the Fee by forwarding a tax invoice addressed to the Licensee at the Licensee's postal address last recorded by the Licensor and such account if forwarded by ordinary post to such address shall for all purposes be deemed to have been delivered 3 clear days after such posting.

3.2 The Fee is subject to review by the Licensor at any time and may be varied following any such review upon one month's written notice to the Licensee.

3.3 The Licensee shall pay the Fee (plus GST) to the Licensor by quarterly payments in advance. The Licensee shall maintain and keep in operation an order with a bank for the payment of the Fee. The first payment shall fall due on the date of commencement of the Term and subsequent payments shall fall due quarterly thereafter until this Licence is terminated.

4.0 Use of Park

4.1 Living on board the Boat is prohibited.

- 4.2 While in the marina the Boat shall be refuelled only in a refuelling area designated by the Licensor.
- 4.3 The Licensee shall have access to the Park and use of the associated facilities during such hours as are fixed and determined from time to time by the Licensor.
- 4.4 The Park shall only be used by the Licensee for the purposes of storage, maintenance, launching and retrieval of the Boat described in this licence and the Licensee shall not permit any other use of the Park except that the Licensee may park a tractor or motor vehicle within the Park.
- 4.5 Spray painting in the Park is prohibited.

5.0 Risk & Indemnity / Insurance

- 5.1 The Licensee acknowledges that this is not a bailment agreement in respect of the Boat or anything in or on it.
- 5.2 The Licensee shall at all times maintain the Boat in good order, repair and condition and will not permit or suffer it to be or become a nuisance or cause annoyance or damage to any other person or property and the Licensee will manage and control the Boat so as not to damage or cause to be damaged any part of Marina or any property of third parties at the Marina.
- 5.3 The Licensee shall indemnify the Licensor against damage to the Marina or loss of any kind sustained by the Licensor or any other Licensee arising out of or caused by the use of the Park or the associated facilities by the Licensee or the contractors, employees or invitees of the Licensee.
- 5.4 The Licensee shall at all times keep all boats and any other property owned or brought into the Marina by the Licensee and/or invitees, fully insured whilst in the confines of, or near to, the Marina, against all usual insurable risks.
- 5.5 The Licensee shall also effect public liability insurance against death and/or bodily injury to persons and loss or damage to property of others (including the Licensor) arising out of the use of the Park or the associated facilities. The amount of such liability insurance shall be as specified by the Licensor from time to time, currently \$5,000,000.
- 5.6 The Licensee shall, if requested by the Licensor, provide the Licensor with copies of the policies effected pursuant to this clause together with a certificate of currency for such policies.

6.0 Termination

- 6.1 If in the sole opinion of the Licensor the Licensee persistently causes annoyance, injury or nuisance to the Licensor or to other licensees of the Licensor or to other users of the Marina, or if the Licensee is responsible for damage to or destruction of property belonging to the Licensor or to other Licensees or if the Licensee fails to comply with any reasonable direction of the Licensor or its Authorised Officer (verbal or written) or if at any time:

- (a) the Fee is not paid within 14 days after delivery or deemed delivery of the account as provided in Clause 3.1, or
- (b) The Licensee is in breach of any provision of this Licence and fails to remedy such breach as may be required by the Licensor

then in any such case the Licensor may immediately determine this Licence by written notice to the Licensee and remove any property of the Licensee on or in the vicinity of the Park and all rights and interests of the Licensee under this Licence shall immediately cease and determine but without releasing the Licensee from any liability because of any breach or unpaid fees.

- 6.2 On termination of this Licence the Licensee shall promptly remove the Boat and all other property of the Licensee from the Marina and in default of the Licensee so doing the Licensor shall be entitled to remove the same to any convenient place and to contract for its safe keeping and for payment of storage and insurance fees as agent for the Licensee and all expenses thereby incurred shall be payable by the Licensee to the Licensor who may sue for and recover the same as liquidated damages.

7.0 Transfer or Assignment

- 7.1 The Licensee may not assign or transfer the right to occupy the Park conferred by this Licence.
- 7.2 The Licensee shall not permit any other person to use the Park or the associated facilities unless that person does so in connection with the use, storage or maintenance of the Boat described in this Licence.

8.0 Notices

- 8.1 All notices and documents hereunder may be given or served in the same manner as a notice under section 352 of the Property Law Act 2007.

9.0 Lien

- 9.1 The Licensor will have a general lien on the Boat and all of its equipment for payment of licence fees or other monies outstanding for any Marina services.

10.0 Management & Supervision

- 10.1 The Licensee shall accept and respond at all times to directions of the Authorised Officer or his subordinates in relation to the use of the Park and the associated facilities.

Signed by the
WHANGAMATA MARINA SOCIETY
INCORPORATED by its
Authorised Officer) _____

Signed by the Licensee) _____