

**ANNUAL LICENCE FOR USE AND OCCUPATION  
OF A TRAILER BOAT PARK**

**AT WHAKATAKATAKA BAY, AUCKLAND**

**PREAMBLE:** Whereas the Licensor is the owner of certain land at Whakatakataka Bay, Auckland and whereas Licences in form similar hereto have been and will be granted to Licensee(s) for trailer boat storage/parking purposes to full financial members of the Licensor

**LICENSOR:** **OUTBOARD BOATING CLUB OF AUCKLAND INCORPORATED**

**LICENSEE(S):**

**PREMISES:** All that the boat storage area to be nominated from time to time by the Licensor to the Licensee(s) situated on part of the land owned or leased by the Licensor being Lot 1 Deposited Plan 135204 Certificate of Title NA79D/175 (North Auckland Registry) and Lot 1 Deposited Plan 203310 Certificate of Title NA131D/818 (North Auckland Registry) and leasehold land leased from New Zealand Rail Limited.

**TERM OF LICENCE:** The Licence shall be renewed annually on the 1<sup>st</sup> day of June **subject to the provisions of clauses 17 and 18 hereof.**

**USE OF PREMISES:** The Licensee(s) shall use the premises solely for the purpose of the parking of a trailer boat and registered trailer.

**LICENCE FEE:** The Licensee(s) shall pay the Licensor a licence fee via Authorised Direct Debit payable in advance in equal quarterly payments due on June 30, September 1, December 1 and March 1. This must be paid via an authorised direct debit form returned to the OBC by June 30.

**Non-payment of the licence fee will result in the deactivation of the Licensee(s)'s access card and may result in the withdrawal of the Licence.**

**VALUE ADDED TAXES:** The Licensee(s) will pay all value added taxes (such as Goods and Services Tax) levied or charged to the Licensee(s) either in respect of the premises or in respect of any payments to be made by the Licensee(s) under the provisions of this Licence.

**RIGHTS HEREBY GRANTED TO THE LICENSEE(S):** The right to park a trailer boat and trailer on the premises subject to the terms and conditions and agreements hereinafter appearing.

**IN CONSIDERATION** of the Licence fee hereinafter reserved and the agreements on the part of the Licensee(s) herein contained, the Licensor hereby grants to the Licensee(s) in respect of the premises the rights more particularly above described. The Licensee(s) in consideration of the aforesaid grants of rights for its part hereby agrees with the Licensor well and faithfully to observe perform and keep all the agreements on the Licensee(s)'s part herein contained and in addition the reservations and restrictions more particularly set out below and which form part of this Agreement **AND HEREBY ACCEPTS** this grant of rights of Licence.

**AGREEMENTS, RESERVATIONS AND RESTRICTIONS REFERRED TO IN AND FORMING PART OF THE ABOVE WRITTEN GRANT OF LICENCE THE LICENSEE(S) AGREES WITH THE LICENSOR AS FOLLOWS:-**

1. That the Licensee(s) will maintain a full current financial membership in the Licensor during the term of this Licence.
2. That the Licensee(s) is/are the owner(s) of the trailer boat and registered trailer and will, during the term of this Licence, retain that ownership. Should that ownership terminate for any reason during the term of this Licence this Licence shall be at an end and the trailer boat and trailer will be removed by

the Licensee(s) from the premises **PROVIDED HOWEVER** if the ownership of the nominated trailer boat should terminate and the Licensee(s) acquire(s) the ownership of another trailer boat the Licensee(s) may with the Licensor's consent substitute that new trailer boat for the nominated trailer boat.

3. That the Licensee(s) will maintain the boat trailer in good operational order during the term of this Licence.
4. The Licensee(s) will during the term of this Licence:-
  - (a) Generally maintain and keep the trailer boat and trailer in a neat and tidy condition and in particular will ensure that all fitted covers are securely fastened and the Licensee(s) acknowledges that brightly coloured tarpaulins and boat covers are not permitted.
  - (b) Regularly use the trailer boat for recreational purposes it being the Licensor's policy that annual trailer park licences should be limited to members who regularly use the Licensor's launching and retrieving facilities. The Licensor will determine from time to time what constitutes regular use and advise the Licensee(s) accordingly.
  - (c) Unless the Licensor is satisfied that extraordinary circumstances exist the Licensee(s) must launch the boat from the OBC ramps a minimum of ten occasions over the 52 week term of the Licence period to retain the allocated hardstand position Should the Licensee(s) be allocated a hardstand position for a lesser period than the 52 weeks the number of required launches will be pro-rated by the Licensor. Should the Licensee(s) over the period covering Labour weekend through to end of March take their boat offsite once each summer period to their bach or holiday destination, launch credits towards the attainment of the ten launches will be given to the following scale: zero for the first week up to a maximum of six weeks (five launch credits) provided the Licensor is notified in writing beforehand by the Licensee. In this circumstance the Licensee(s) agrees that the vacated hardstand is able to be used by the Licensor during busy days when demand for parking is high. The period mentioned above must be for boating and/or leisure activities and not boat repairs and/or maintenance.
  - (d) A launch credit will be given should the Licensee(s) enter a recognised fishing competition provided a copy of the entry ticket is shown to the Licensor beforehand.
  - (e) The Committee have determined a minimum period of three hours taken from gate entry to gate exit is required for a legitimate "launch" to be counted for the purposes of the ten launch requirement. Any period on site that is less than the three hours will not be counted.
  - (f) Other than (g) below, verification of any period on site is by way of access gate records only.
  - (g) Should the Licensee(s) experience problems with gate access outside normal office hours the duty security officer should be notified and entry/exit times along with the boat name recorded in the Operations Log Book.
  - (h) The Licensee(s) acknowledges and accepts that the allocation of the hardstand is solely for the purposes of recreational boating and that the allocated hardstand is not to be used in relation to any commercial enterprise or activity.
5. The Licensee(s) will keep the trailer boat and trailer and all equipment therein fully insured against loss or damage by fire, explosion, storm, tempest, typhoon, earthquake, accidental damage, burglary, act of God and all other usual maritime risks and will also effect insurance against liability for death and/or bodily injury to persons and loss or damage to property of others arising out of the use of the trailer boat and trailer on or about the premises. The insurance required by this clause shall be effected in the joint names of the Licensor and Licensee(s). The amount of the liability insurance shall be no less than \$5,000,000 or such other sum as shall from time to time be specified by the Licensor.
6. The Licensee(s) covenants to abide by the rules and bylaws of the Licensor and any future rules or bylaws that the Licensor may implement at any time and from time to time.
7. The Licensee(s) acknowledges and agrees that the Licensor is a members' club providing a parking facility for the benefit of its members and does not provide a secured storage service. To the extent permitted by law, the Licensor shall not be liable and accepts no responsibility for loss or damage to the trailer boat or trailer, any other property or persons using the same in or about the premises. The Licensee(s) in addition shall indemnify the Licensor against any loss, expense, legal liability, claims and costs incurred by the Licensor arising as a result of the Licensee(s)'s act or omissions or the acts or omissions of others in which the Licensee(s) has contributed or the acts or omissions of any person invited to the premises by the Licensee(s). In the event that the Licensor may have liability because the

same is not effectively excluded by virtue of the foregoing provisions, to the extent permitted by law its liability shall nevertheless not exceed the sum of \$100.00.

8. The Licensee(s) acknowledges and agrees that safety is of paramount importance and that the Licensee(s) will ensure that all activities concerning launching, retrieving and parking the trailer boat and trailer will be undertaken with safety in mind and the Licensee(s) is personally responsible whether or not the Licensee(s) is actually performing the launching, retrieving or parking of the trailer boat.
9. The Licensee(s) acknowledges that this Licence is personal to the Licensee(s) who may not transfer, assign, sublet or otherwise part with any of the rights or obligations under the Licence.
10. The Licensee(s) has the right to terminate this Licence in writing giving a minimum of the 30 days' notice and request a refund of the unused portion of the Licence fee provided that the Licensor has received the equivalent Licence fee in respect of that storage area from another Licensee(s).
11. The Licensee(s) acknowledges that the Licensor has the right to terminate this Licence with the Licensee(s) at any time without disclosing any reason whatsoever and on the expiry of that notice of termination of no less than 90 days the Licence shall forthwith cease and determine.
12. Upon the termination of the Licence pursuant to clauses 10 and 11 hereof the Licensee(s) shall forthwith remove the trailer boat and trailer from the premises and the Licensor's land.
13. In the event that this Licence is terminated and the Licensee(s) fails to remove the trailer boat and trailer from the premises as required by this Licence then the Licensee(s) does hereby nominate constitute and appoint the Secretary, Treasurer or Commodore for the time being of the Licensor the Licensee(s)'s true and lawful attorney to remove the trailer boat and trailer from the premises and the Licensor's land and to arrange storage elsewhere in the name of the Licensee(s) and the Licensee(s) does hereby agree and covenant to ratify and confirm all the Licensor's actions and contracts completed in that regard.
14. The Licensee(s) agrees that in order to carry out ground maintenance, operational requirements or safety concerns the Licensee(s)'s boat/trailer may be moved by the Licensor without the need to notify the Licensee beforehand.
15. Wherever in this Licence the Licensor is required to give notice or to communicate in any way with the Licensee(s) such notice or communication shall for all purposes be deemed sufficiently made given and served or communicated if given in writing by the Licensor to the Licensee(s) or its agent at the last address recorded with the Licensor and any notification so posted shall be deemed to have been delivered and received two days after the date of posting.
16. Where there is more than one Licensee, each Licensee is jointly and severally liable for the payment of rent or other amounts payable under this Licence and compliance by all Licensee(s) with the terms and conditions of this license.

#### **RENEWAL AND VARIATION OF LICENCE**

17. The Licensor may vary the terms and conditions of this Licence as/when required by giving the Licensee notice of any changes by way of email within one month of the changes coming into effect. Should the Licensee object to the variances or changes they are free to terminate their licence without the need to provide the Licensor with the 30 day notification as set out in clause 10. A pro rata refund will be processed with the Licensee being required to remove their boat /trailer from the allocated hardstand within seven days of notifying the Licensor of their objection.
18. The Licence shall be renewed annually:-
  - (a) If the Licensee pays the notified Licence fee by the 30<sup>th</sup> June for a further term of 52 weeks following the expiry date of the previous term or the period remaining up to the end of the club year being 31 May and;
  - (b) Achieves the required number of launches set out in clause 4 (c) over the previous full term or the equivalent pro rata number required