

MARSDEN COVE MARINA
(a division of Marsden Maritime Holdings Ltd “MMH”)

**LICENCE TO OCCUPY BOAT PARK
PARTICULARS**

Name of Licensee:

Physical Address:

Postal/Mailing Address: (if different):

Phone: **Mobile:**

Email:

Property Address: 69 Marsden Bay Drive, Marsden Point.

Term: This Licence is a four (4) weekly licence, subject to Clause 8.

Licence Fee: \$50.00 (weekly rate) including GST until a review of the Licence Fee takes place.

Access Device Number/s:

Commencement Date: / /

You agree with us, Marsden Maritime Holdings Ltd (“MMH”), as follows:

1. You warrant to us that the above information is accurate and correct at the date given and acknowledge that we will rely on such information.
2. You have read, understood and agree to be bound by our Terms and Conditions attached.

Name of Signatory (please print):

.....
Signature

..... / /
Date

TERMS AND CONDITIONS FOR LICENCE TO OCCUPY BOAT PARK

BACKGROUND

- A. MMH has available for use the Boat Park/s.
- B. MMH has agreed that you may use the Boat Park/s as identified in the Particulars and have entered into this licence to record the terms and conditions on which you may use the Boat Park/s.
- C. The boat park is access controlled with security lighting and CCTV footage continuously recorded.

TERMS AND CONDITIONS

1. Interpretation

In this licence unless the context otherwise requires:

- (a) Where obligations bind more than 1 person those obligations shall bind those persons jointly and severally; and
- (b) The benefits and burdens shall be binding upon the parties and their respective successors, executors, administrators and personal representatives, and references to the parties shall be construed accordingly.

2. Agreement to Grant Licence

- 2.1 MMH grants to you the licence and right to use the Boat Park/s upon the terms of this licence.
- 2.2 MMH may from time to time allocate to you different boat parking spaces in the Property in lieu of the Boat Park/s.

3. Term

- 3.1 The Term of the licence shall be that provided in the Particulars.
- 3.2 At the end of the Term the licence shall automatically renew in respect of the Boat Park/s for a further 4 week period. The renewed licence shall be on the same terms and conditions as this licence including this clause.

4. Licence Fee and Licence Fee Reviews

- 4.1 You shall pay the Licence Fee to MMH at the rate stated in the Particulars or as otherwise fixed pursuant to this licence.
- 4.2 You shall pay the Licence Fee by the 4 weekly instalments in advance at commencement and 4 weekly thereafter. The Licence Fee shall be paid without deduction or set-off by automatic bank authority, or as MMH may, in writing, otherwise direct.
- 4.3 MMH has the sole right to decide the policy from time to time as to the licence fees applying to MMH boat park/s. MMH may review the Licence Fee at its discretion. MMH shall provide you with 4 weeks written notice specifying the new Licence Fee and the Effective Date.

5. Use of Boat Park/s

- 5.1 The right to use the Boat Park/s is exercisable twenty-four hours a day and seven days a week.
- 5.2 Each Boat Park shall only be used for parking 1 boat or 1 trailer, of a type and size appropriate to the designated boat parking space, which is owned or used by you and/or your employees and invitees.
- 5.3 You shall not park any vehicle in the Boat Park/s or in the parking areas of the Property or across the Property's entrances and accessways in any manner that will obstruct any other users of the parking areas of the Property.
- 5.4 You shall:
- (a) not carry out any boat or trailer maintenance, nor refuel, nor spill oil or other damaging substances anywhere on the Property or its surrounds except for boat and motor washing in the designated boat wash area;
 - (b) on demand, reimburse MMH the cost of making good any damage caused by you to the surface of the Property or its surrounds;
 - (c) not store any fuel, oil, flammable, combustible, hazardous substance or other damaging substance anywhere on the Property or its surrounds, other than reasonable on-board or in-board storage of fuel in the appropriate fuel storage tank;
 - (d) not operate any boat motor other than in the designated boat wash area;
 - (e) not install or affix any item to any part of the boat park facility or modify the designated boat parking space;
 - (f) not display any sign or notices at the designated boat parking space or elsewhere on the Property;
 - (g) not clean fish or dispose of any bait, fish or food scraps on the Property or in the rubbish bins;
 - (h) keep the designated boat parking space and the facilities on the Property in a clean and tidy manner free of rubbish;
 - (i) leave the designated boat parking space in a clean and tidy manner free of rubbish and your property, equipment and goods at the end of the licence Term;
 - (j) on demand, reimburse MMH the cost of cleaning up or making good any damage caused by yourself, your employees or invitees to the surface of the boat parks, the access gate or access controls and swipe tag, the security lighting and fencing, the boat wash, dump station or their surrounds; and
 - (k) have in place adequate pollution clean-up protection measures and shall promptly and safely clean any areas of the Property affected by spillage.
- 5.5 It shall be acknowledged that no financial gain from the use of the boat park shall be obtained by you (such as, but not limited to, using the boat park as a base for the sale of boat/s).
- 5.6 You shall comply with MMH's directions regarding health and safety and so far as is reasonably practicable, shall consult, co-operate and co-ordinate with MMH in respect of health and safety matters.
- 5.7 You shall ensure that any employees, invitees or other persons lawfully permitted to use the Boat Park/s comply with the obligations set out in this licence.

6. Licence not Assignable

You shall not assign, sublicense or otherwise use or deal in any manner with this licence or the Boat Park/s.

7. Risk and Indemnity

- 7.1 You shall use the Boat Park/s entirely at your risk in every respect. MMH shall have no liability to you or any other persons for any damage or loss whatsoever suffered by you or other persons in respect of the Boat Park/s and its use and whether to themselves, their motor vehicles and their contents, or otherwise.
- 7.2 Notwithstanding anything else contained in this licence and to the extent permitted by law, you shall indemnify MMH against all or any actions, claims or demands that may be made against MMH, and against all damage or loss suffered by MMH, resulting from any act or omission on the part of you or your agents, employees, contractors or invitees. You shall recompense MMH for all expenses incurred by MMH in making good any damage to the Property resulting from any such act or omission. You shall be liable to indemnify only to the extent that MMH is not fully indemnified under any policy of insurance to which you contribute or are an insured party.

8. Termination

- 8.1 Either party may terminate this licence upon 4 weeks written notice. You must remove any boat or trailer and other goods from the Boat Park/s by the expiry date of the notification period.
- 8.2 If at any time any of the following occur:
- (a) the Licence Fee is in arrears for seven (7) days;
 - (b) any provision of this licence is breached by you;
 - (c) you are declared bankrupt;

MMH may immediately terminate this licence and remove any boat or trailer or other goods in the boat park or the Property. At the same time all your rights and interests under this licence shall terminate, but without releasing you from any liability because of any breach of this licence or unpaid licence fees.

9. No Lease

This licence does not create any lease, tenancy or interest in the Property or the Boat Park/s.

10. Marsden Maritime Holdings Ltd

Except as otherwise expressly provided, the obligations of MMH under this licence are obligations of MMH in its capacity as a contracting party. MMH has certain regulatory and statutory functions, responsibilities and obligations in its capacity as a publicly listed company outside of this licence. MMH shall be deemed not to be acting in the capacity of licensor under this licence when exercising these functions, responsibilities and obligations in good faith.

11. Access Device

- 11.1 A device will be issued in accordance with the Particulars to allow entry to the Property. You acknowledge that the device issued remains the property of MMH and shall be returned to MMH on termination of this licence.
- 11.2 For the avoidance of doubt, a bond of \$40.00 per device issued is payable upon receipt of the device(s). The bond paid is refundable on return of the device(s) at termination of this licence.