

## SHORT-TERM LICENCE TO OCCUPY

**THIS LICENCE** is dated ( as per date of booking ETA – ETD)

### Parties -

- (1) Woodberry Farm Cottages (**Licensor**).
- (2) Booking Guest as per reservation (**Licensee**).

### Background

- A. The Licensor carries on a business of renting out holiday and short term accommodation
- B. The Licensee wishes to occupy one of the Licensor's premises for a period (defined by reservation dates) and the Licensor is willing to do so, on the terms and conditions of this Licence.

### Agreed terms

#### 1. Interpretation

The following definitions and rules of interpretation apply in this Licence.

##### 1.1 Definitions:

**Property** means the land and buildings situated at 92 Hawthornden Drive, Tikitere, Rotorua. Defined by the reservation as “ The Cottage” “ The Homestead” “The Hub” and “The Annex”

**Common Parts** means the roads, paths and other means of access in or upon the Property the use of which is necessary for obtaining access to and egress from the Unit as designated from time to time by the Licensor .

**Competent Authority:** any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

**Licence** means this agreement and any schedules or other attachments to this agreement.

**Licence Period:** the period defined in the reservation

**Necessary Consents:** all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

**Permitted Use** means short term rental for the purpose of a break, holiday or short term commercial or emergency stay.

**Service Media:** all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, internet, data and all other services and utilities and all structures, machinery and equipment ancillary to those media, in each case only as relevant and accessible from within the stated Unit.

**Unit** means the building situate on the Property as as “ The Cottage” “ The Homestead” “The Hub” and “The Annex”

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural, shall include the singular.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.6 A reference to **writing** or **written** includes e-mail and text.
- 1.7 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.8 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.9 A working day is any day other than a Saturday, a Sunday or a day on which banks are closed in Rotorua.

## **2. Licence to occupy**

- 2.1 As Long as the Licensee is not in breach of this Licence, the Licensor permits the Licensee to occupy the Unit for the Permitted Use for the Licence Period.
- 2.2 The Licensee acknowledges that:
  - (a) the Licensee shall occupy the Unit as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence;
  - (b) the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from any part of the Property; and

- (c) the licence to occupy granted by this Licence is personal to the Licensee and is not assignable and the rights given in clause 2 may only be exercised by the Licensee.

### **3. Fees and Costs**

The Licensee will pay bond fee of \$2000.00 or provide credit card and full occupant and address details at time of booking acceptance

The bond which will be returned at the end of the Licence Period as long as the Licensee vacates the Unit at the end of the period and Unit is in the same conditions and repair as at the start of the Licence Period, reasonable wear and tear excepted.

- 3.1 The Licensee will pay the total booking fee in advance without any deduction at the time of the booking being approved and accepted or at start of each week during the Licence Period plus where agreed the cost of water and electricity\* supplied to the Unit. (\*longer than 14 day stays only)

### **4. Licensee's obligations**

- 4.1 The Licensee agrees and undertakes:

- (a) to keep the Unit clean, tidy and clear of rubbish;
- (b) not to use the Unit other than for the Permitted Use;
- (c) not to make any alteration or addition whatsoever to the Unit;
- (d) not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Unit or elsewhere in the Property without the prior written consent of the Licensor;
- (e) not to do or permit to be done on the Unit anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or to other occupiers of the Property or any owner or occupier of neighbouring property;
- (f) not to cause or permit to be caused any damage to:
  - (i) the Unit, the Property or any neighbouring property; or
  - (ii) any property of the owners the Unit, the Property or any neighbouring property;
- (g) not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;
- (h) not to apply for any planning permission in respect of the Unit;

- (i) not to do anything that will or might constitute a breach of any Necessary Consents affecting the Unit or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Unit from time to time;
- (j) to comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Unit, as relevant;
- (k) to observe any rules and regulations the Licensor makes and notifies to the Licensee from time to time, including the specific Unit Rules set out in Schedule 2, governing the Licensee's use of the Unit and the Common Parts;
- (l) to leave the Unit in a clean and tidy condition and to remove the Licensee's personal items, furniture, equipment and goods from the Unit at the end of the Licence Period; or
- (m) to indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
  - (i) this Licence;
  - (ii) any breach of the Licensee's undertakings contained in clause 3; and/or
  - (iii) the exercise of any rights given in clause 2.

## **5. Term and Termination**

- 5.1 This Licence shall apply retrospectively to booking ETA date and booking ETD date unless terminated earlier under the terms of this Licence.
- 5.2 The Licensor may terminate this Licence by notice in writing if the Licensee is in breach of this Licence and fails to remedy the breach within 10 days of receiving written notice of the breach.
- 5.3 Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

## **6. Notices**

- 6.1 Any notice or other communication given under this licence shall be in writing and shall be sent by (i) email; or (ii) pre-paid post; or (iii) delivery service, to the relevant party at the address specified below:
- 6.2 Any notice or other communication given in accordance with clause 6.1 will be deemed to have been received:

- (a) if delivered by text or email, immediately unless a return message is received by the sender indicating that the email was not received;
  - (b) if sent by pre-paid post five days from the date of posting; or
  - (c) if by delivery service, the day delivery occurs as long as a receipt for the delivery is signed on that day.
- 6.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

6.4 Nothing in this clause shall limit or exclude any liability for fraud.

**7. Limitation of Licensor's liability**

7.1 To the extent permitted by law. the Licensor is not liable for:

- (a) the death of, or injury to the Licensee or invitees to the Unit; or
- (b) damage to any property of the Licensee or that of the Licensee's invitees to the Unit; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's invitees to the Unit in the exercise or purported exercise of the rights granted by clause 2.

**8. Third party rights**

A person who is not a party to this Licence shall not have any rights under the Commercial Law Act to enforce any term of this licence.

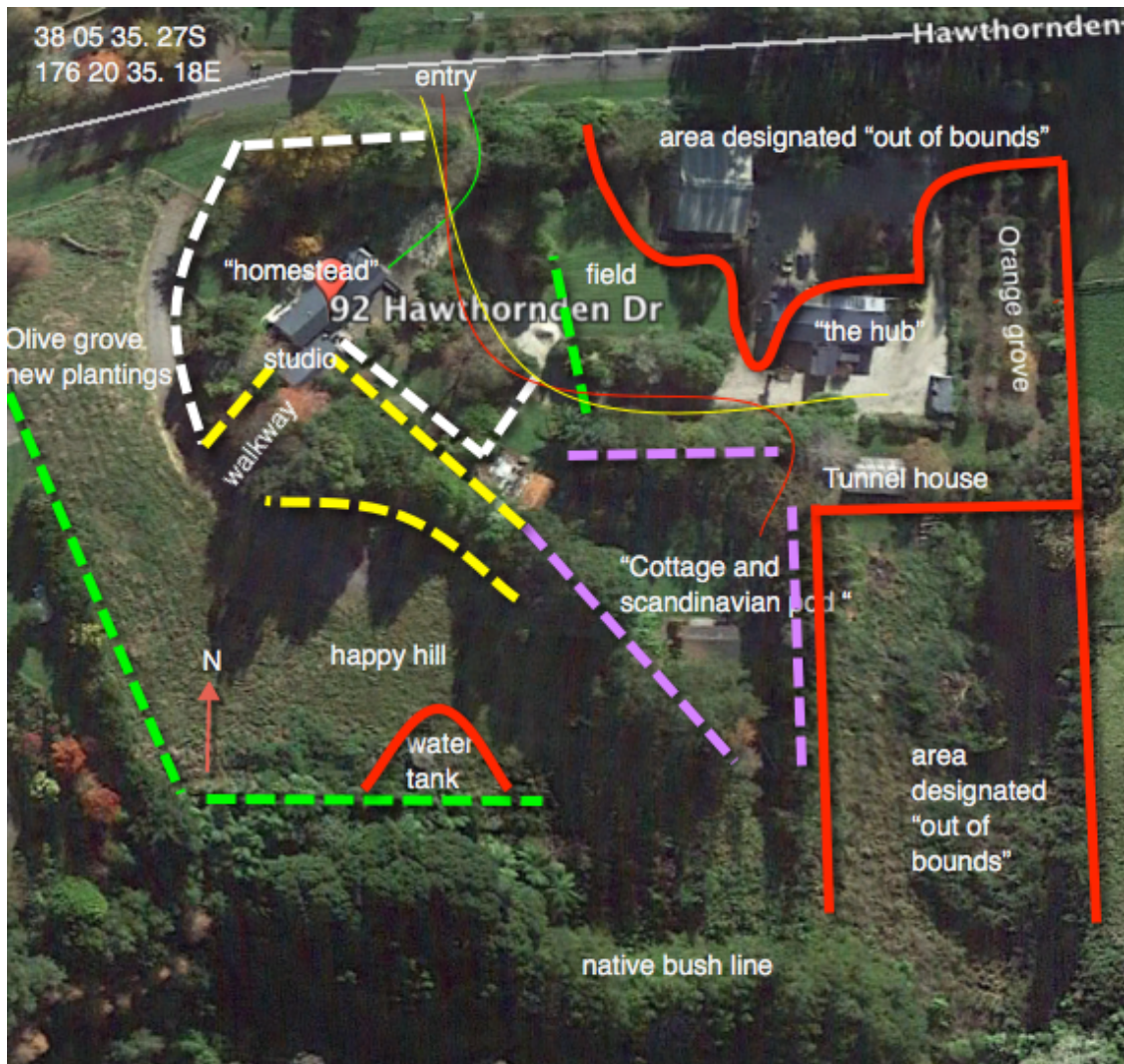
**9. General**

- 9.1 If any provision of this Licence is held to be invalid or unenforceable, the remaining provisions will remain in force and effect.
- 9.2 If either party waives any default or breach of this Licence, this will not constitute a waiver of any other or subsequent default or breach. No waiver will be effective unless made in writing.
- 9.3 Neither party may assign or transfer any of its rights or obligations under this Licence without the prior written consent of the other party.
- 9.4 This Licence constitutes the entire agreement between the parties and supersedes all previous negotiations, commitments and/or writings.
- 9.5 This Licence is governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the Courts of New Zealand.

This licence has been entered into as of the date of the booking's acceptance.

SCHEDULE 1

Map of Property and Unit



## **SCHEDULE 2**

### **Unit Rules**

The Licensee agrees to abide by the following rules for the duration of this Licence and at all times while in occupation of the Unit:

- (a) No pets ( unless agreed as per booking)
- (b) No children (unless agreed as per booking)
- (c) Music may only be played at a low volume and no music to be played between 10 pm and 8 am
- (d) Maximum occupants at any given time is limited to the persons identified through the booking records
- (e) No open Fires (by local by law
- (f) No Parties ( defined as large group of persons unauthorised access)

