

AGREEMENT AND CONDITIONS:

1. Port Marlborough grants the Licensee:
 - a) A Boatshed Licence in respect of the boatshed described in the Particulars.
 - b) The right to pass and repass from the marina entrance to the boatshed and from the boatshed to the launching ramp.
 - c) The right to enter the marina in the hours when the marina is generally open for use by Licensees.
 - d) The right to use those marina facilities, including the launching ramp, which are available for the use of Licensees subject to such conditions as Port Marlborough may generally prescribe.
2. The licence fee is specified in the Particulars.
3. Obligations of Licensee
 - a) To use the boatshed for storage purposes only and not to use, or permit it to be used, for any purpose that may be, or cause, a nuisance or annoyance to the public, other licensees or the owners or occupiers of adjoining or neighbouring premises.
 - b) To comply with any Marina Rules adopted by Port Marlborough.
 - c) To comply with any signs relating to particular Marina Rules.
 - d) To comply with directions given by an authorised employee of Port Marlborough.
 - e) Not to obstruct any waterway, roadway, walkway, launching ramp or the berths adjacent to the launching ramp.
 - f) To keep any vessel, vehicle or trailer in a good state of repair and maintain any trailer or other vehicles to a warrantable standard.
 - g) To clearly display any current parking sticker or launching ramp sticker that may be provided by Port Marlborough.
 - h) To notify Port Marlborough of any change of address of the Licensee.
 - i) Not to damage any part of the marina or any vessel or other property in the marina.
 - j) To notify Port Marlborough as soon as practicable of any damage to any vessel, vehicle or other property in the marina.
 - k) To keep and maintain the boatshed and its fixtures, fittings, locks and electrical fittings in a thoroughly serviceable, clean and sanitary state.
 - l) Not to allow any effluent or rubbish or other pollutant to enter marina waters and in the case of any accidental entry to take immediate steps of a kind appropriate in the circumstances to rectify the discharge or entry.
 - m) Not to store petrol or other flammable liquids or materials in the boatshed except as may be contained in the fuel tanks of a boat, car or other vehicle and to at all times take all reasonable steps to minimise the hazard of fire.
 - n) To generally observe the standards and practices reasonably to be expected of a competent responsible and considerate boat operator and Licensee of a boatshed.
4. The parties agree that Port Marlborough shall have the power and entitlement to:
 - a) Enter on or into the boatshed and any vessel or vehicle, by force if necessary, to endeavour to prevent loss or damage to the vessel, or vehicle or any other vessel or property in the marina.
 - b) To move a vessel or other vehicle or property in an emergency or where the vessel or vehicle or property needs to be moved to allow work to be done or for any other reasonable purpose.
 - c) To engage third parties to undertake work in respect of damage caused by a vessel, vehicle or property stored in the boatshed where the circumstances are such that such work needs to be undertaken quickly, provided that the work shall be no more than is immediately necessary in the circumstances.
 - d) Enter the boatshed for the purpose either of viewing its condition or the use being made of it and/or for doing such works and things as may be required for any repairs, alterations or improvements either to the said Boatshed or the water pipes, electric lights, wires or drains in or under it.

Where practicable Port Marlborough will give the Licensee notice prior to such entry.

5. The Licensee has the following financial obligations:
 - a) To pay the licence fee together with any tax, fee or other monies that Port Marlborough may be required to recover in respect of the boatshed for transmission onto a third party or to Government. This fee must be paid prior to the commencement date in accordance with accounts rendered. In the event that any monies due by the Licensee to Port Marlborough shall not be so paid then interest thereon shall accrue at the pending BNZ overdraft rate until payment thereof and shall be recoverable as payment in arrears. (The Licensee is reminded that non-payment can result in termination of this Licence Agreement).
 - b) To reimburse Port Marlborough for, or meet the cost of, any work or services undertaken or arranged by Port Marlborough resulting from:
 - (i) An emergency, or
 - (ii) Rectification of Licensee's default
 - c) If the shed has a metered power supply, the Licensee shall pay any invoice that may be submitted by Port Marlborough in respect of metered electricity usage. Port Marlborough may at its sole discretion elect not to invoice the Licensee for electricity if Port Marlborough deems the usage to be minimal.

6. It is further agreed:
- a) That this Licence is personal to the Licensee and is not transferable by the Licensee. Port Marlborough may assign its rights and obligations under this Licence and thereafter this Licence shall continue in full force between the assignee and the Licensee as if the assignee was originally named as a party to this Licence in place of Port Marlborough.
 - b) The obligations of the Licensee continue notwithstanding that the boatshed may not be occupied.
 - c) The Licence may not carry out any alteration to the boatshed, including any alteration to its appearance, without first obtaining the written consent of Port Marlborough.
 - d) That in order to allow Port Marlborough access to the boatshed if required in terms of Clause 4, the Licensee will use only the lock provided by Port Marlborough for the boatshed or, if another lock or locking mechanism is used, will deposit a duplicate key or unlocking instructions with Port Marlborough.
 - e) That during the summer season and at holiday weekends and other periods when there is likely to be high demand for parking in the marina, or whenever requested by Port Marlborough, the Licensee will return boat trailers and vehicles to the boatshed after launching a boat and store them there until the boat is retrieved.
7. Termination of this agreement shall occur on the expiry date set out in the particulars, subject to extension in accordance with clause 9, or earlier termination in accordance with clause 8.
8. This agreement may be terminated prior to the expiry date in the following circumstances:
- (a) Port Marlborough may terminate this agreement, with immediate effect, if a breach of Licensee's obligations has occurred, and Port Marlborough has given 21 days' written notice to the Licensee that, if the breach is not remedied prior to the expiry of such notice period, this Agreement may be terminated and the breach is not so remedied. Notice by ordinary post to the Licensee's last notified address shall be sufficient. The Licensee shall have no entitlement to a refund of the boatshed fee, or any part thereof, in these circumstances.
 - (b) The Licensee gives two (2) months written notice to Port Marlborough.
9. If, prior to the expiry date, Port Marlborough and the Licensee wish to extend the term of this Licence for an additional 6 month period and the Licensee pays the licence fee set by Port Marlborough for such additional period, this agreement shall be deemed to be amended such that the expiry date is the last date of this additional period. At the expiry of that additional period (or any subsequent additional periods) the parties may further extend the term of this agreement in accordance with this clause.
10. On termination:
- (a) Any financial obligations which accrued to the Licensee before or as a result of termination shall continue until met.
 - (b) Any vessel, vehicle or property shall immediately be removed from the marina unless Port Marlborough has affixed a Notice of Lien to the vessel relating to any outstanding financial obligations.

In such case the vessel shall be removed as soon as the financial obligations have been satisfied.
 - (c) Port Marlborough's casual storage rates shall apply until the vessel, vehicle or property is removed.
 - (d) Port Marlborough may remove a vessel, vehicle or other property from the boatshed if the Licensee has failed to do so.
11. Port Marlborough has a right to lien in respect of all outstanding financial obligations and may seize or secure a vessel, vehicle or other property until payment is made.
12. Port Marlborough accepts no responsibility or liability for loss of or damage to a vessel, vehicle or any other property in or about the boatshed or marina whether belonging to or in the possession of the Licensee or any other person unless such loss or damage is attributable to the negligence or wrongful act of Port Marlborough New Zealand Limited or its employees. In addition the Licensee indemnifies Port Marlborough against any liability or threatened liability arising against it by reason of the granting of this Licence or by reason of any action or inaction on the part of the Licensee or any other person for whom the Licensee has responsibility. Without derogating from the generality of the foregoing obligation it is recorded that this indemnity extends to protect Port Marlborough from any liability or obligation that may be incurred by it as a result of any pollutant entering the marina by reason of any action or inaction on the part of the Licensee or any other person for whom the Licensee has responsibility. This clause will continue to have effect in circumstances where the Licence has been terminated because of default by the Licensee or where the Licensee has failed to remove his property from the boatshed following termination of the Licence.