

Terms of Licence for Trailer and Boat Parking Space

1. Grant of Licence

- 1.1 Evans Bay Yacht & Motor Boat Club Incorporated (EBYMBC) grants to the Licensee the licence and right to use the trailer and boat park allocated by EBYMBC (“the Allocated Park”) upon the terms of this Licence.
- 1.2 EBYMBC may at any time at its discretion allocate to the Licensee a different trailer and boat park.

2. Term of Licence

- 2.1 This Licence shall commence on the Commencement Date and continue until revoked or terminated as provided herein.
- 2.2 The Licence is revocable at the will of EBYMBC.
- 2.3 The Licence may be terminated by the Licensee giving to EBYMBC not less than one month’s notice in writing.
- 2.4 If EBYMBC revokes the Licence or if the Licensee terminates the Licence EBYMBC may, at its sole discretion, refund any portion of the Licence Fee paid in advance, beyond the date of termination. An administration fee on revocation or termination may be charged by EBYMBC and deducted from any such refund.

3. Licence Fee

- 3.1 The Licensee shall pay to EBYMBC a Licence Fee as fixed by EBYMBC from time to time. The Licence Fee shall be fixed on an annual basis covering the period 1 September to 31 August in each year.
- 3.2 The Licence Fee shall be payable on the Commencement Date, and thereafter on the date of issue of any invoice for any subsequent Licence Fee.
- 3.3 If the Commencement Date falls within the annual period for which the Licence Fee is fixed, the Licence Fee shall be apportioned pro rata on a monthly basis and the Licensee shall pay the proportion of the Licence Fee for the period from the beginning of the month in which the Commencement Date falls, to the following 31 August.
- 3.4 If the Licence Fee or any part thereof is in arrears for more than 30 days the Licensee shall pay interest thereon at the rate of 19% per annum from the date the Licence Fee was due for payment until the date of actual payment.
- 3.5 If the Licence Fee is in arrears for more than 60 days then EBYMBC may give notice to revoke the Licence in accordance with clause 2.2.

4. Membership of the Club

- 4.1 The Licensee must at all times during the period of the Licence be a current financial member of EBYMBC. If the Licensee ceases to be a current financial member of EBYMBC then EBYMBC may give notice to revoke the Licence in accordance with clause 2.2.

5. Use and Participation Obligation

- 5.1 The Licensee must use the trailer and boat for active participation in boating and sailing sport in accordance with the purposes and objectives of the EBYMBC and in particular the Licensee must actively participate in the EBYMBC’s programme of events to such extent as may be determined from time to time by EBYMBC.
- 5.2 In the event that EBYMBC at its discretion considers that the Licensee has failed to participate in its programme of events to a reasonable level then EBYMBC may give notice to revoke the Licence in accordance with clause 2.2.

5.3 The Licensee shall, on receiving reasonable notice from EBYMBC, attend at EBYMBC's premises for the purposes of inspecting the trailer and boat, or for any working bee or trailer park allocation process.

6. Use of the Trailer and Boat Park

6.1 The Allocated Park shall only be used for the purpose of parking one nominated trailer and boat as identified in this Licence. The trailer and boat must be owned by the Licensee.

6.2 The Licence is specific to the Allocated Park. It confers no right to use any other park or area within EBYMBC's premises. Boats that have been wrongly parked may be removed by EBYMBC.

6.3 The Allocated Park is specific to the Licensee and is not transferable. If the trailer and boat are sold by the Licensee during the term of the Licence, the Licence shall terminate.

6.4 If at any time the Licensee wishes to replace the trailer and boat with a different trailer and boat, the Licensee shall notify EBYMBC and this Licence shall be terminated and a new Licence granted to the Licensee with the boat details of the new trailer and boat.

6.5 The Licensee shall not obstruct any other users of other parks, or accessways within EBYMBC's premises.

6.6 The Licensee shall keep the Allocated Park at all times neat and tidy and clear of rubbish and debris.

6.7 The use of continuous electrical appliances (e.g. heaters, dehumidifiers etc) in boats is not permitted.

7. Risk

7.1 The trailer and boat are at all times stored at the Licensee's risk. EBYMBC accepts no responsibility for the security or safety of the trailer and boat, including damage caused by neighbouring licensees.

8. Termination and Default

8.1 If at any time and for any reason:

- (a) this Licence is revoked by EBYMBC pursuant to clause 2.2;
- (b) this Licence is terminated by the Licensee pursuant to clause 2.3;
- (c) this Licence is terminated pursuant to clause 6.3;

the Licensee shall immediately remove the trailer and boat from the Allocated Park and from the EBYMBC premises.

8.2 If the Licensee fails to remove the trailer and boat from the Allocated Park and from the EBYMBC premises within a period of 14 days from the date the Licence is revoked or terminated, EBYMBC may, without giving any notice to the Licensee:

- (a) remove the trailer and boat from the Allocated Park and from EBYMBC's premises; and/or
- (b) sell the trailer and/or boat by tender or auction (including on the "trademe" website) or private treaty.

8.3 In the event that the trailer and/or boat are sold by EBYMBC pursuant to the preceding clause 8.2(b) EBYMBC shall apply the proceeds of sale as follows:

- (a) first, in reimbursement to EBYMBC of all costs and disbursements incurred in respect of the sale;
- (b) second, in payment to EBYMBC of an administration fee relating to the time and effort applied by EBYMBC in respect of the sale;
- (c) third, in payment of any EBYMBC membership subscription or Licence Fee or other monies remaining unpaid by the Licensee to EBYMBC, together with any interest accrued pursuant to clause 3.3;
- (d) fourth, in payment of the balance (if any) to the Licensee.