

# Licence to Occupy 1<sup>st</sup> Devonport Scout Den

## **PARTIES**

**Licensor:** *1<sup>st</sup> Devonport Scout Group*

acting for and on behalf of *Scouting Association of New Zealand (SANZ)* being the lessee of the land and building at The Scout Den, Allenby Avenue, Devonport

**Licensee:**

## **BACKGROUND**

The Licensor is the lessee of land and buildings at The Scout Den, Allenby Avenue Devonport ("Premises") pursuant to a long term deed of lease with North Shore City Council.

The Licensor is permitted under that lease to grant a short term, temporary license to other community groups to occupy the Premises.

The Licensor has agreed to grant to the Licensee, a short term license to occupy the Premises on Tuesday evenings 6.30-8pm during school term time, provided that either party may terminate this license agreement upon giving one months written notice to the other.

## **AGREED TERMS**

### **1. Grant of Licence and Permitted Use**

Subject to the consent of the North Shore City Council, the Licensor grants to the Licensee a licence to occupy the Premises on

until such time as this licence agreement is terminated by either party giving no less than one months written notice to the other party that this licence is to be terminated.

The permitted use of the Premises shall be:

### **2. Licence only - no demise**

The Licensee acknowledges that its interest in the Premises under this Licence is a contractual right only to occupy the Premises in accordance with the terms of this Licence and it has no right to exclusive possession and no other interest in the Land.

The Licensor must provide the Licensee with sufficient keys or other security device required to access any part of the Premises.

### **3. Payment**

The Licensee must pay the Licence Fee to the Licensor in advance.

The Licensor shall submit an invoice to the Licensee at the beginning of each term, for the total amount payable by the Licensee that term.

In addition the Licensor shall pay a bond of **\$120.00** to the Licensor at the commencement of this Licence, which bond may be forfeited by the Licensee if it fails to repair or replace any broken equipment on the Premises that has been damaged by the Licensee or its invitees.

The Licensee shall pay the License Fee to the Licensor in full without any deduction or set-off; and all payments of the License Fee to the Licensor are to be made by cheque or by direct bank payment or as the Licensor may direct.

Payment by the Licensee is to be made by cheque or directly into the following bank account;

SANZ First Devonport Scout Group 01-0137-0004010-00

#### **4. Licence Fee**

The Licence Fee payable by the Licensee to the Licensor, shall be \_\_\_\_\_ The licence fee shall be reviewed periodically and the Licensor is to give 60 days notice in writing prior to changing the licence fee. No fee increase may be made within 180 days of entering into this agreement.

#### **5. Operating Expenses and Resources**

- (a) The Licensee acknowledges that the Licensor pays operating expenses for the Building. It is acknowledged that incorporated within the Licence Fee, is an amount representing the Licensee's share of the operating expenses, such as lighting, electricity and heating.
- (b) The Licensee shall bring to the Premises its own resources and shall restrain from using the resources of the 1<sup>st</sup> Devonport Scout Group, aside from communal cleaning equipment in the kitchen and bathrooms
- (c) For the avoidance of doubt, the Licensee or its invitees may not borrow or use any scouting equipment, tents, ropes, kayaks, sports equipment etc located in the Attic storage areas, Cellar Store or seated cupboards in the hall. Furthermore, the Licensee shall not borrow or use any of the equipment, paper, tools etc in the Arts & Craft cupboards or Carpentry workshop; nor may the Licensee use the Licensor's printer and computer; nor may the Licensee use wood or other flammable materials in the wood burning stove.
- (d) The Licensee is not permitted to use the following areas of the Scout Den: Attic Store area, Wood Store area and Cellar Store area at the North end of the Hall; and the Scout Patrol Dens at the South end of the Hall, all of which are deemed to be out-of-bounds.

#### **6. Licensee's obligations**

- (a) The Licensee must comply with the Licensor's reasonable directions and instructions relating to the Premises and the Licensee's use of them. The Premises and equipment shall be left in the same clean and tidy condition as when the Licensee entered the Premises.
- (b) The Licensee shall comply with the Licensor's reasonable directions and instructions relating to the repair, security and safety of any part of the Premises and any person in or in the vicinity of them.
- (c) In respect of the Premises, at its cost the Licensee must
  - (i) comply with all laws and with all requirements and orders, directions and demands given by or on behalf of any competent authority having jurisdiction over the Premises including regulations relating to fire precautions, insurance, alarms, health, including carrying out fire evacuations and earthquake drills each term
  - (ii) not do or permit anyone else to do anything illegal or which may endanger any part of the Land or the Premises or any person or property in or in the vicinity of it.
  - (iii) not cause any nuisance or interfere with the operations of the Licensor's in the building.
  - (iv) forthwith inform the Licensor of damage to the Premises or of faulty services as soon as the Licensee becomes aware of it, and if committed by the Licensee, where practicable repair or replace any broken equipment or fixtures and fittings, or reimburse the Licensor for the cost of doing so.
  - (v) not make any alterations or additions to the Premises, or do or permit anyone else to do anything (including making any application) which would change the nature, permitted use or characteristics of the Premises.
  - (vi) not do or permit anyone else to do anything which may void or vitiate any policies of insurance held by the Licensor or any other person

- (vii) keep the Premises clean and tidy, and maintained in its repair and condition as at the date of this licence, excluding fair wear and tear;
- (viii) use the Premises only for the Permitted Use and not conduct any illegal activity herein.
- (ix) Licensor's rights and covenants

The Licensor may access the Premises at all times to respond to an emergency; or discharge its obligations under the Lease and may otherwise access the Premises at all times, provided that in doing so complies with any laws or requirements.

## **7. Insurance**

The Licensee is required to hold public liability insurance in the amount of \$\_\_\_\_\_ for any one event and shall indemnify the Licensor where the circumstances giving rise to a claim for indemnity:

- (a) arise out of, or in connection with, the Premises or this Licence; and
- (b) are not circumstances where the Licensor is the sole party responsible for the cause of the event or events giving rise to the liability or potential liability.

## **8. Damage to the Building**

If the Building or the Premises are damaged or destroyed so that the Premises are inaccessible or unfit for the Licensee's use and occupation, either party may terminate this Licence by one month's notice without prejudice to any right which may have accrued before termination.

## **9. Signage**

The Licensee is not entitled to any permanent signage on the entrance gate or fences of the Premises. A small, temporary sign may be erected on the entrance gate during the period of the Licensee's occupation of the Premises

## **10. Licence personal to Licensee**

The license granted by the Licensor to the Licensee under this Licence is personal to the Licensee, and the Licensee may not assign, novate or otherwise transfer its interest in this Licence, or sublicense or part with possession of any of the Premises.

## **11. Term and Right of Early Termination**

The License will commence on \_\_\_\_\_ and the Licensee's right to temporarily occupy the premises each week, from \_\_\_\_\_ during school term time, will continue until terminated. Either party may give to the other one month's prior notice in writing to that effect, which termination notice may be given at any time during the term of this License by a party delivering the notice to the other party.

## **12. Events of default**

The Licensee commits an event of default under this License if the Licensee:

- (a) is insolvent;
- (b) repudiates its obligations under this Licence;
- (c) otherwise breaches any other obligation under this Licence; or
- (d) is using the Premises for any purpose other than the Permitted Use.

## **13. Termination**

If the Licensee commits an event of default the Licensor must serve on the Licensee a notice in accordance with section 245 or 246 of the Property Law Act 2007 (NZ). If the Licensee has failed to remedy the breach within the notice period specified in the notice the Licensor may cancel this Licence by re-entering the Premises without prejudice to Licensor's rights and remedies at law.

**14. Notices**

A notice, consent, information, application or request that must or may be given or made to a party under this License is only given or made if it is in writing and delivered or posted to that party at its address set out below; If a party gives the other party 3 business days' notice of a change of its address, a notice, consent, information, application or request is only given or made by that other party if it is delivered or posted to the latest address.

Name: SANZ – 1<sup>st</sup> Devonport Scout Group  
Address: 3 / 22 Tainui Road, Devonport, North Shore 0624  
Attention: The Group Leader

AND:

Name: .....

Address: .....

Attention: .....

A notice, consent, information, application or request is to be treated as given or made at the following time:

- If it is delivered, when it is left at the relevant address;
- if it is sent by post, 2 business days after it is posted; or
- If a notice, consent, information, application or request is delivered after the normal business hours of the party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

Signed by the **Licensor:** \_\_\_\_\_

*(Christopher Jones, Group Leader, 1<sup>st</sup> Devonport Scout Group)*

Signed by the **Licensee:** \_\_\_\_\_

( [ \_\_\_\_\_ ] on behalf of \_\_\_\_\_ )

**Date:** \_\_\_\_\_