

THORNTON BEACH HOLIDAY PARK

CARAVAN SITE LICENCE

PARTIES: Thornton Beach Holiday Park Limited (“the Camp Owner”)

AND _____ (“the Occupier”)

The Camp Owner grants to the Occupier a site licence of Site No. _____ (“the site”) at Thornton Beach Holiday Park (“the Park”) (see attached plan) on the following terms:

Start date: _____

Finish date: 30 June 2009

Rights of Renewal: Two (2) terms of three (3) years each

Initial Rental: \$ _____ plus GST per annum, paid annually in advance on 1 July in each year

Camp Night Allowance: The annual rental entitles the Occupier, and members of his/her immediate family only, a total of one hundred (100) nights at the Site, after which nightly camp charges apply.

Occupiers Rights and Obligations

A. Obligations

1. Not to bring on to the Site or erect on the Site any structure other than a caravan, which has first been approved of by the Camp Owner.
2. Use the site for holiday purposes only and not as a permanent residence.
3. Remove the caravan only at the end of the term or otherwise with the Camp Owners written consent, and then leaving the site cleared and tidy with any services properly disconnected to the Camp Owners satisfaction.
4. Not to assign, sublet or part with possession of the site unless the Camp Owners written consent is first obtained. The Camp Owner may refuse any consent without giving reasons for the refusal.
5. Pay the rent as and when due, and by automatic bank authority if required by the Camp Owner.
6. Pay for all electricity and any other services supplied to the Site.

7. Abide by all rules for Camping grounds as may issue from the Whakatane District Council, and any rules for the Park as set by the Camp Owner.
8. Use only the rubbish containers at the designated collection points, and to keep the Site clean and tidy at all times.
9. Immediately repair any damage to the Site and the Park caused by the Occupier or any of the Occupiers family or guests.
10. Paint the caravan only using colours from the Camp Owners approved colour scheme. The scheme is designed to ensure that the Camp does not detract from the environment.
11. Not to keep any animals or pets on the Site or in the Park.
12. Not to use the Site for any trade or business purposes, or as mailing or reply address for any such purposes.
13. Not to use the site for any illegal, immoral or other act which may detract from the amenities and family friendly environment of the Park.
14. To insure the caravan and all the Occupiers possessions on the site.
15. To ensure that at any time no more than 8 persons (of which only 6 may be adults) use or occupy the Site at any one time.
16. To ensure that all occupants of the Site register at the Camp Office when first entering the Park.
17. To prepay all necessary camp charges over and above the Camp night allowance.
18. Ensure that they and their guests always conduct themselves responsibly in the Park and do not cause a nuisance or disrupt the activities of others in the Park.

B. Rights

1. The exclusive right to use the site for holiday purposes provided that all the obligations are met.
2. The right to terms of renewal as earlier specified, provided that all obligations are met.

Camp Owners Rights and Obligations

C. Obligations

1. To pay the Outgoings. “Outgoings” means the total of all amounts paid by the Camp Owner or for the payment of which the Camp Owner may be or become liable in any one Accounting Year in respect of the Park whether by direct assessment or otherwise howsoever in respect of:
 - (i) rates charges and other levies payable to the Council;
 - (ii) all taxes charges assessments outgoings and impositions whatsoever which may be assessed charged or imposed in respect of the Park or any part thereof including Land Tax and any charges for excess water;
 - (iii) insurance premiums and other charges payable by the Camp Owner on insurance effected over the Park (excluding Occupiers caravan);
 - (iv) insurance premiums and other charges for works compensation insurance for all employees for the Camp Owner engaged in employment in the Holiday Park;
 - (v) the cost of cleaning and maintaining lighting servicing and repairing the Park including resurfacing, cleaning, pest control and caretaking services purchase construction clearing and maintenance of refuse receptacles replanting and re-landscaping and the cost of electricity consumed therein and all things necessary in the opinion of the Camp Owner for the operation maintenance repair and/or renovation of the Park in the state of good and sanitary order condition and repairs;
 - (vi) the cost of purchasing hiring maintaining and servicing of all gardens shrubs planted areas in or about the Park;
 - (vii) the cost of caretaking and security services;
 - (viii) the cost of collecting and disposing of garbage and refuse from the Park;
 - (ix) the cost of a Managing Agent and of staff employed by the Camp Owner for the general management of the Park;
 - (x) all costs and expenses incurred by the Camp Owner in doing any of the acts matters or things which the Camp Owner may be obliged to do;
 - (xi) any Goods and Services Tax payable on the above outgoings.

D. Rights

1. To approve or not approve of the prospective occupiers on any proposed assignment.
2. To terminate this licence and with or without agents and to re-enter the Site in the following circumstances:
 - (i) Upon the death of the Occupier; or
 - (ii) If the current licence fee or any part shall be in arrears for fourteen (14) days after it shall have become due; or
 - (iii) If the Occupier shall fail or neglect to perform or observe any of his covenants or any of the rules or by-laws; or
 - (iv) If the Occupier shall be adjudicated bankrupt or make any arrangement or composition with his creditors; or
 - (v) In the event of the whole or a substantial part of the Park being destroyed or damaged by natural disaster.
3. To eject any unregistered user of the site.
4. To enter onto the site:
 - (i) To inspect and view the state of repair thereof and the improvements.
 - (ii) To carry out any necessary repairs to the Site for which the Camp Owner is responsible.
 - (iii) To carry out the requirements of any local or public authority thereon.

PROVIDED ALWAYS that such rights of entry are to be exercised at all reasonable times unless there is an emergency and where reasonable or practicable to do so following reasonable notice to the Occupier.

5. Rights of Renewal and Rent Review

- (i) Where the Occupier has observed all the terms of this licence to the Camp Owners satisfaction and the Occupier gives the Camp Owner no less than two (2) months notice in writing prior to the expiry date of an intention to extend the term of this licence on an from the renewal date then the Camp Owner shall extend the term of this licence for a further term of three (3) years. For the avoidance of doubt the Occupier has two (2) rights of renewal, the first on 1 July 2012, and the second on 1 July 2015 with a final expiry date on 30 June 2018 if all rights to renewed terms are exercised.

- (ii) Where the occupier gives notice of an intention to extend the lease in Clause 4(b) then the Camp Owner may review the annual rental by giving written notice to the Occupier nominating what the Camp Owner considers to be such full market licence fee. On receipt of such notice the Occupier may within 28 days (time being of the essence) object to such nominated licence fee. If the Occupier does not so object within that period the licence fee nominated by the Camp Owner shall be the Licence fee payable for the relevant twelve month period. Where the Occupier does so object within time and the parties are unable to resolve their differences the matter shall be submitted to arbitration under the Arbitration Act 1996. In no event shall the Licence Fee determined ever be less than that payable for the previous 12 months. Pending the determination of the reviewed Licence Fee the Occupier shall pay the Camp Owner’s nominated licence fee with an adjustment to be made between the parties once the reviewed Licence Fee is determined.

6. Occupier Responsible for Site

- (i) The Occupier indemnifies the Camp Owner in respect of:
 - (a) any injury sustained by the Occupier his licensees or invitees;
 - (b) any loss or damage to the person and/or property of the Occupier or of his licensees or invitees by reason of any happening however caused in, or about the Site or in or about the Park and not attributable to the negligence of the Camp Owner or of the Camp Owner’s servants or agents. This indemnity shall extend to all claims, damages, costs, loss or other expenses made against or sustained by the Camp Owner arising in any way whatsoever.

The above terms and conditions are agreed this _____ day of _____ 20____

Signed by: _____
 The “Occupier”
 In the presence of

Signed by: _____
 Thornton Beach Director
 Holiday Park Limited
 By its Directors _____
 Director