

## Licence to Occupy Carpark

**Machirus Properties Limited**

Licensor

and

**Limelight Financial Services t/a DTR**

Licensee

26 July ~~May~~ 2024

# Licence to Occupy Carpark

26 July 2024

## PARTIES

1. **Machirus Properties Limited (Licensor)**
2. **Limelight Financial Services t/a DTR (Licensee)**

## BACKGROUND

- A. The Licensor owns the building on the property.
- B. The Licensee has entered into a lease of premises dated 17 May 2024 (the 'Lease'). The Lease includes a right to use one carpark, shown as 'DTR 1' (coloured orange) on the attached plan (the 'Plan').
- C. The Licensor has agreed to grant a licence to the Licensee to use one further Car Park, as shown as 'DTR 2' (coloured orange) on the Plan. in accordance with the terms of this licence including.

## FIRST SCHEDULE

<b>Property</b>	129-131 High Street, Lower Hutt
<b>Car Parks</b>	1
<b>Location</b>	Car Park 'DTR 2' as coloured orange on the Plan
<b>Commencement Date</b>	1 June 2024
<b>Term</b>	12 months from the Commencement Date
<b>Licence Fee</b>	\$1,820.00 per annum plus Goods and Services Tax
<b>Right of Renewal</b>	2 further terms of 1 year each
<b>Renewal &amp; Rent Review Dates</b>	1 June 2025, 1 June 2026
<b>Final Expiry Date</b>	31 May 2027

## THIS LICENCE RECORDS

### 1. **Interpretation**

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In this licence unless the context otherwise requires:

- 1.1. A reference to a person includes any other entity or association recognised by law and vice versa.
- 1.2. Words referring to the singular include the plural and vice versa.
- 1.3. Any reference to a party includes its successors or permitted assigns or both.
- 1.3. Where a party is made up of more than one person, the liability of each of those persons is joint and several.

## 2. Licence

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- 2.1. **Licence:** The Licensor agrees to licence the Car Parks and the Licensee agrees to take them on licence from the Commencement Date for the Term on the following terms.
- 2.2. **Changes in location of car parks:** The Licensor may from time to time alter the location of all or any of the Car Parks by written notice to the Licensee. The Licensee must commence parking in the altered location from the date specified by the Licensor.
- 2.3. **Ingress to and Egress from Car Parks:** The Licensee is entitled to reasonable access to and from the Car Parks.
- 2.4. **No Assignment:** The Licensee must not assign or sublicense the right to use the Car Parks.
- 2.5. **Use:** The Licensee must only use the Car Parks for the parking of suitable vehicles.
- 2.6. **Compliance:** The Licensee must at all times comply with:
- 2.6.1. all reasonable verbal directions given by the Licensor to the Licensee from time to time; and
- 2.6.2. the Licensor's Car Park rules that are fixed and made available to the Licensee from time to time.
- 2.7. **Other Carparks:** The Licensee must not unreasonably interfere with the rights of other persons (including the Licensor) lawfully using or occupying any part of the building.
- 2.8. **Indemnity:** Without limiting any rights or remedies of the Licensor, the Licensee indemnifies the Licensor as a continuing indemnity, against any loss, claim, damage, expense, liability or proceeding suffered or incurred at any time by the Licensor resulting directly or indirectly from:
- 2.8.1. any breach by the Licensee of this licence; or
- 2.8.2. any act or omission by the Licensee or any person using the Car Parks with the express or implied authority of the Licensee.
- 2.9. **Risk:** The Licensee exercises its rights under this licence at its own risk. The Licensor will not be liable for any loss or damage incurred by the Licensee or persons using the Car Parks with the Licensee authority except to the extent that it is caused by a deliberate act or omission of the Licensor or its employees.
- 2.10. **No exclusive use:** The Licensee does not have the right to the exclusive use of the Car Parks to the extent that when the Car Parks are not being used by the Licensee, other persons with or without vehicles may pass and re-pass across the Car Parks.
- 2.11. **Spillage of oil, etc:** The Licensee will not spill oil or similar substances on the Car Parks and will reimburse the Licensor for the cost of making good any damage caused by the Licensee (or any person authorised by the Licensee to use the Car Parks).
- 2.12. **Removal of vehicles:** The Licensor may remove any vehicle left in any of the Car Parks without notice and at the Licensee's expense that is causing an obstruction to other lawful users of the building.
- 2.13. **Licence fee review:** The licence fee at each rent review date may be increased by the CPI percentage or at a base rate of 3% annually, whichever is highest. The process for this is governed by the terms of the Lease.

2.14. **Licence fee payments:** The licence fee will be paid by 12 equal calendar monthly payments payable in advance on the first day of each month. The first payment will be due on the Commencement Date. Payments for any broken period will be apportioned as appropriate.

2.15. **Termination:**

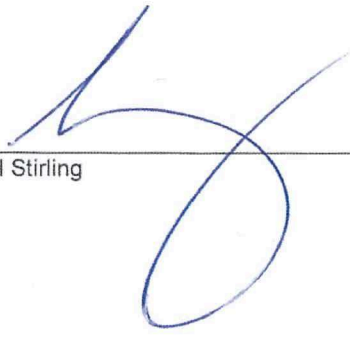
2.15.1. The Licensor may terminate this licence at any time without further notice to the Licensee if:

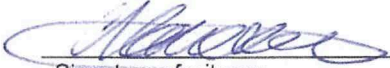
- (a) the licence fee or any part of it is in arrears and unpaid for 10 working days after the due date and they fail to remedy the breach within 10 working days after being served with a notice in accordance with section 245 of the Property Law Act 2007; or
- (b) there is a breach of any of the terms of this licence to be performed by the Licensee and they fail to remedy the breach within the period specified in a notice served by the Licensor in accordance with section 246 of the Property Law Act 2007.

2.15.2. Either party may terminate the Licence by giving the other party not less than 3 calendar months' notice in writing of their intention to terminate.

**Signed by**


Signed by **Ian Nigel Stirling** as duly authorised signatory for **Machirus Properties Limited** (see attached authority dated 2 May 2024) as Licensor in the presence of:

  
\_\_\_\_\_  
Ian Nigel Stirling

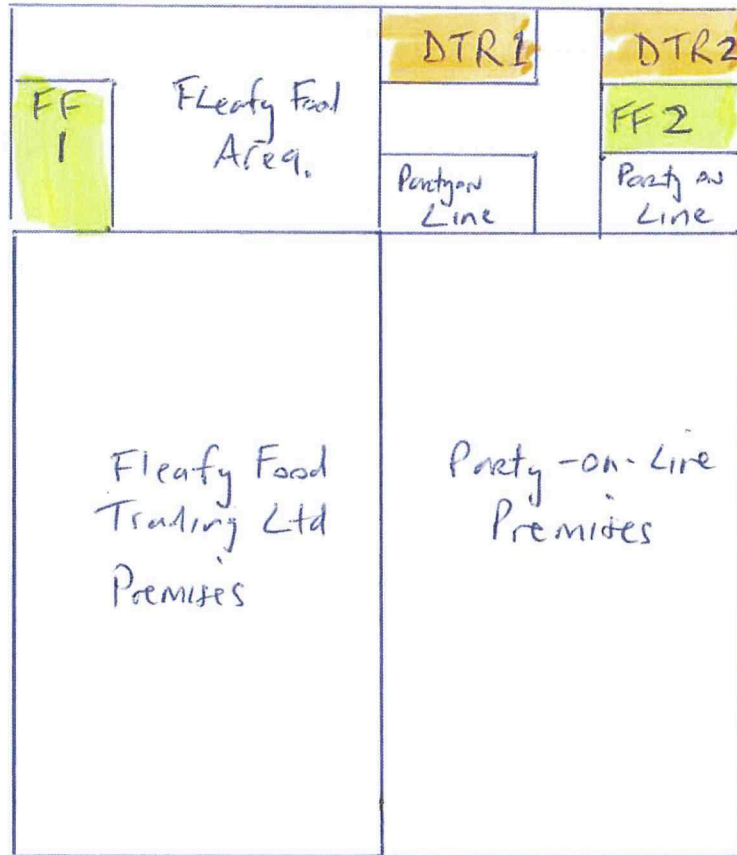
  
\_\_\_\_\_  
Signature of witness  
**Charlotte Alexandra Cameron**  
\_\_\_\_\_  
Name of witness  
**Solicitor**  
\_\_\_\_\_  
Occupation  
**Wellington**  
\_\_\_\_\_  
Address

Signed by Guy Howard-Willis and Mark Andrew Spring as directors of **Limelight Financial Services t/a DTR** as Licensee in the presence of:

  
\_\_\_\_\_  
Guy Howard-Willis

  
\_\_\_\_\_  
Mark Andrew Spring

Sketch Plan of Carparks at 129-131 High Street.



Premises at 129-131 High St.

The logo for Bayleys, featuring the word "BAYLEYS" in a bold, white, sans-serif font, centered within a dark blue rectangular box with a thin white border.

## **DISCLOSURE STATEMENT**

1. The following information has been supplied to Capital Commercial (2013) Limited ("Bayleys") to be made available for distribution on the vendor's behalf to potential purchasers to assist purchasers with their due diligence and to use at the purchaser's discretion.
2. Bayleys and the Vendor do not warrant the accuracy or completeness of the information and recommends that all recipients undertake their own due diligence, obtain their own reports to their satisfaction and seek independent advice prior to committing to purchaser.