

License to Occupy Holiday Home

Deed of License dated the day of 200.....
between Janet and Andrew Bushell, the Owners and Licensors
and (The Licensee)

- A. The owners and licensors own property in the Marlborough Sounds which they offer for short term stays as a holiday home.
- B. The holiday home is available for occupation in terms set out in this Deed of License.
- C. The licensees or guests wish to use the property for the period set out in this agreement and on the terms recorded in the agreement.
- D. It is agreed
 - 1. The owners grant to the guest(s) as licensees a license to occupy the holiday home situated at 301, Oxley's Rock Apartments, London Quay, Picton. for the period of _____ nights being on the dates of _____ to _____.
 - 2. The licensees agree to occupy the property on the terms recorded herein.
 - 3. In consideration of the licensees granting a license to occupy for the period set out in clause 1 above, the licensee shall pay a 50% deposit. The per night rate agreed for the apartment is \$_____ for _____ guests. 4 weeks notice of any cancellation is required and the deposit refundable. The deposit will be retained within 4 weeks prior to arrival, but will be refunded if the booking is replaced. The number of people occupying the property is not, without prior arrangement, to exceed the number of guests the booking is for. Payment in full is required prior to arrival and can be made at the time the keys are picked up, but at that time only by cash or credit card.
 - 4. All monies payable under this contract will be payable in New Zealand dollars and payment can be by direct credited to ANZ account 010819-0161865-02 (please put your name and arrival date as reference) or send your credit card details to bushell@clear.net.nz or fax (NZ+64) 03 326 7559
 - 5. The licensees covenant and undertake and shall be responsible to the owner and shall make good all damage done to any rooms, fixtures and chattels (including but not limited to furniture, bedding, crockery and glassware) that is caused by the licensee and/or the licensee's invitees.
 - 6. The owner shall not be liable for any damages caused to the licensee's chattels, clothing and items of personal property.
 - 7. (a) The owner shall not, and expressly excludes liability, for any personal injury claims associated with the licensee's occupation of the holiday home.
(b) The licensee expressly acknowledges that the occupation of the premises is at their own risk and that the owner has made no warranties concerning the property as to hazard.
 - 8. It is agreed between the licensee and the licensor that this contract is governed by New Zealand law and that the Courts of New Zealand having competent jurisdiction for the resolution of any disputes, howsoever these may arise and whatever their nature, and that no other Court, Tribunal or judicial process in any other country will have jurisdiction apart from that set out in this agreement.
 - 9. The licensee and the licensor acknowledge and hereby agree that this contract shall be deemed to have been made in New Zealand and in accordance with New Zealand law.
 - 10. The licensee shall leave the premises in a neat and tidy and clean condition. If the licensors are required to employ the services of commercial cleaners then the licensee shall make good the cost of cleaning.
 - 11. The licensee shall comply with all local territorial authority requirements and laws and shall not create and cause to be made any nuisance, whether it be noise or insects and vermin from litter or rubbish or smell, and further agrees that:
 - a. No pets be allowed onto the property; and
 - b. That the premises are non-smoking and that smoking will not be permitted in the apartment.
 - 12. The licensors undertake that:
 - a. The services of a caretaker or somebody else locally on call will be available if the licensee requires any assistance and repairs or damage needs to be made good;
 - b. That the necessary crockery, glassware, cutlery and cooking utensils shall be made available;
 - c. That the necessary bedding and clean linen shall be available along with towels;
 - d. That detergents and cleaning materials shall be available;
 - e. At and during the times of the occupation by the licensor that electricity will be available in terms of the supply from the local utility company but no warranty is made and no damages are payable if by virtue of storm or other happening electricity is cut off to the property
 - f. That the licensee shall have free and undisturbed possession in occupation of the holiday home from 2 pm on the arrival date until vacation at 10 am on the day of departure.

EXECUTION

SIGNED for and on behalf
Of the Licensors/Owners
Janet and Andrew Bushell

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SIGNED for as
The Licensee
(.....)

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signed
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address
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