

Schedule 5

CARPARK LICENCE TO OCCUPY

Dated *1 January 2023*

Parties

Uku Laneway Society Incorporated

Licensor

[*Gary Noel Scrafton*]

Licensee

Carpark Licence

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Licence dated 1 January 2023

Parties

1. Uku Laneway Society Incorporated (Licensor)
2. [Gary Noel Scrafton] (Licensee)

Introduction

- (a) The Licensor is the owner of the property described in the Schedule ("**Laneway**").
- (b) The Laneway is comprised of Lots 100 and 101 and 102.
- (c) The Licensee has requested the use of part of the Laneway as a carpark.

Agreement

Licence to Use Carpark

3. The Licensor grants to the Licensee and the Licensee accepts a licence to use the carpark specified in the Schedule ("**Carpark**") within the Laneway, in accordance with the terms of this Licence, the terms of the Constitution and In particular the Societies' Carpark Rules, and in accordance with directions given by the Licensor, from time to time.
4. The Carpark shall be in such location within the Laneway as the Licensor shall from time to time direct. A copy of the current carparking plan, which is subject to change at the Licensor's discretion, is **attached** as Schedule 2.

Term

5. The Licence commences on the Commencement Date as set out in the Schedule and shall continue for a term of 30 years, or until the sale of the Licensee's property referred to in the Schedule ("**Licensee's Property**"), or until notice is given under clause 12, whichever is the earlier.

Licence Fee

6. The Licensee shall pay to the Licensor the monthly License Fee of \$10.00 in advance on the first day of each month and shall make the first payment of the fee to the Licensor on the Commencement Date, provided however that should the Licensee not be in default under the terms of this Licence at the time the Licence Fee payment is due then the Licence Fee shall be waived.

GST

7. In this licence, all monetary amounts are stated exclusive of GST and GST is payable by the Licensee unless provided otherwise.

Compliance

8. The Licensee must only use the Carpark for the purpose of parking standard passenger vehicles ("Car") and shall ensure that the Carpark is kept tidy and free of litter.
9. The Licensee must not use the Carpark or permit it to be used for storage of any items, living < on, maintenance or repair of any vehicles or machinery, and must ensure that any vehicle parked in the Carpark is parked within the boundaries of the Carpark.

Indemnity

10. The Licensee indemnifies the Licensor from and against all damage or loss of any kind sustained by the Licensor due to the use of the Carpark by the Licensee and the Licensee is to pay to the Licensor on demand the amount of any loss or the cost of repairing any damage caused by the Licensee.

Licensor not Responsible for Damage

11. The Licensor is not responsible to the Licensee or any other person for any loss or damage sustained by the Licensee in respect of any act of the Licensor carried out pursuant to the Laneway Society Constitution, Hobsonville Point Residents Society Constitution, this Licence or any loss or damage sustained due to the theft or loss of any cars from any carpark and the Licensee acknowledges that the Licensee uses the Carpark at the Licensee's own risk in all things.

Default

12. *If the Licensee makes default in the observance or performance of any of the stipulations, conditions or covenants expressed or implied in this Licence to be observed, performed, or fulfilled by the Licensee, then the Licensor may serve on the Licensee written notice of intention to terminate this Licence. The notice period provided for in the Notice must be no less than ten (10) working days on termination in accordance with this clause the term of this Licence shall absolutely cease and determine but without releasing the Licensee from any liability for any payment due up to the date of such termination or for any antecedent breach of any covenant, condition or agreement on the part of the Licensee contained or implied in this Licence. Any cars or any other items of the Licensee left in the Carpark following termination of the Licence may be removed by the Licensor without any obligation to or recourse by the Licensee and any costs or expenses incurred by the Licensor in removing any cars or any other items from the Carpark shall be payable by the Licensee on demand.*
13. In the event that any Licence fee or any expenses or costs due for payment under this Licence are not paid on the due date then the Licensor may, in addition to any other rights under the Licence, take all appropriate actions to recover the unpaid amounts. All costs and expenses incurred by the Licensor as a result of late or non-payment are payable by the Licensee on demand and this includes all debt collection costs.

No Assignment

14. This Licence may not be assigned, transferred or sublicensed by the Licensee.

Sale of Licensee's Principal Unit

15. The term of this Licence shall terminate upon the sale by the Licensee of the Licensee's Property. Upon the sale by the Licensee the Licensee shall request and the Licensor shall be obliged to grant to the Licensee's purchaser a new licence for the Carpark on the same terms, including this clause. The replacement licence shall be prepared by the Licensor, or its solicitor, at the cost of the Licensee, handed to the Licensee's purchaser for execution and a copy provided to the Licensor or its solicitor upon settlement by the Licensee of the Licensee's property.

No Exclusive Use

16. The Licensee acknowledges that this Licence does not confer on the Licensee the exclusive use of the Carpark.

Licence not to be construed as a Lease

17. Nothing in this Licence creates or is to be construed as creating any tenancy or as conferring on the Licensee any interest by way of lease or otherwise in the Carpark.

Interpretation

18. Throughout this Licence where not inconsistent with the context, the term "Licensee" includes the employees, agents and invitees of the Licensee and "Licensor" includes the employees, agents, invitees and contractors of the Licensor.

Notices

19. A notice may be given or made to a party under this Licence is only given or made if it is in writing and;
- (a) delivered or posted to that party at its address set out below or;
 - (b) faxed to that party as its fax number set out below.
 - (c) If a party gives the other party three business days notice of a change of its address or fax number a notice is only given or made by that other party if it delivered, posted or *faxed to the latest address or fax number*.


Licensor Name: *Uku Laneway Society Incorporated*
Address: *C/- Auckland Body Corporate , PO Box 8923 Symonds Street, 1010*
Fax Number: *enquiries@aucklandbodycorporate.co.nz*
Attention: *The Team*

Licensee Name: *Gary Noel Scrafton*
Address: *110, 57 Mapou Road, Hobsonville Point*
Fax Number: *gary.scrafton@hotmail.co.nz*
Attention: *Gary Scrafton*

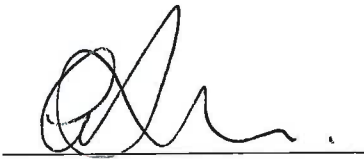
SCHEDULE 1

- 1. **Property:** Corner of Hobsonville Point Road and Squadron Drive, Hobsonville, Auckland
- 2. **Number of Carpark:** 1 Carpark as allocated from time to time by the Licensor. Allocation Number(s) [26]
- 3. **Commencement Date:** being settlement date of the Licensee's purchase of the Licensee's Property.
- 4. **Expiry Date:** In accordance with clause 2 of the Licence
- 5. **Licensee's Property** Being [terraced house or apartment]

Execution and date

SIGNED for an on behalf of the Licensee) Uku Laneway Society Incorporated
 by: Conrad Hempel) 

Witnessed by:
Matthew Gleeson
 Witness Signature
Mathew Gleeson
 Witness Name
Body Corporate Manager
 Occupation
30 Gaunt Street, Auckland
 Address

SIGNED for an on behalf of the Licensor)
Uku Laneway Society Incorporated)
 by its duly authorised signatory) 

Witnessed by:

 Witness Signature

 Witness Name

 Occupation

 Address

SCHEDULE 2 (Continued)**Carparking allocation as at 6 April 2018**

Carpark No.	Unit No	On Lot No.
1	PU 21	20
2	PU 20	20
3	PU 22	20
4	PU 23	20
5	PU24	20
6	PU25	20
7	Unit 26	21
8	Unit 27	22
9	PU 38	28
10	Unit 28	23
11	PU 37	28
12	Unit 29	24
13	Unit 30	25
14	PU 35	28
15	Unit 31	26
16	PU 34	28
17	Unit 32	27
18	PU 69 - Apartment 2.10	32
19	PU33	28
20	PU 36	28
21	PU 68 - Apartment 2.9	32
22	PU 67 - Apartment 2.8	32
23	Unit 39	29
24	Unit 40	30
25	Unit 41	31
26	PU 59-Apt 1.10	32
27	PU 43 - Apt G03	32
28	PU 42 - Apt G02	32
41	PU 96-Apt 5.09	32
42	PU 87-Apt 4.09	32
43	PU 78-Apt 3.09	32
44	PU 53-Apt 1.04	32
45	PU 55 - Apt 1.06	32

Notes: These are notes to the abovementioned allocation schedule:

1. Units refer to units in the Walk-up blocks on Lots 20 and 28 or apartments in the apartment block on lot 32. Where it refers to "Unit X", rather than "PU X", this is the number allocated by the Developer.
2. Carparks 29-40 are contained in lot 32 and are not included in this schedule because they will be allocated to apartments by the Body Corporate for the Unit Title Development on lot 32. As such they will not form part of the allocations of the Laneway Society.
3. Reference to Lots are lots on the concept plan as defined in the Laneway Society Constitution and Rules.