
New Occupation Licence for Camp Site _____

_____ (*Occupier*)

Riversdale Beach Holiday Park Limited (*Company*)

Riversdale Beach Holiday Park

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SCHEDULE 3 – PLANS OF THE SITE

SCHEDULE 4 - RULES OF THE PROPERTY

SCHEDULE 5 - CAMPING GROUND REGULATIONS 1985

Date:

PARTIES

Riversdale Beach Holiday Park Limited (*Company*)

_____ (*Occupier*)

BACKGROUND

A Pursuant to the Scheme, the:

- a. Company holds the Property as bare trustee on behalf of the Owners; and
- b. Occupier is one of the Owners and owns an undivided 1/80th share in the beneficial interest in the Property.

B The Company has agreed to grant a new licence to the Occupier to occupy the Site for camping purposes on the terms and conditions set out in this Licence.

BY THIS DEED the parties agree as follows:

GRANT OF LICENCE

In consideration of the Occupier's covenants set out in this Licence, the Company grants to the Occupier, and the Occupier takes from the Company, a licence to occupy the Site and the non-exclusive right to use the Common Property and have access to the Property in common with the Company and the Other Licensees on the terms and conditions set out in this Licence including Schedules 1, 2 3 and 4.

DEFINITIONS

In this Licence unless the context requires otherwise:

Annual Levy means the annual levy and any other levies payable by the Occupier each year in accordance with clauses 9.1 and 9.3 of the Ownership Deed;

Annual Scheme Costs means the costs incurred each year by the Scheme in relation to the operation and administration of the Scheme and in respect of the Property, and are described in detail in Schedule 1;

Company Bank Account means the bank account nominated by The Management Committee as provided in clause 1.1 of the Ownership Deed.

Common Property means that part of the Property that is not comprised in any Site as shown on the plan(s) attached as Schedule 3 and includes all:

- (a) access, drive-through and egress areas;
- (b) communal facilities;
- (c) utility services and infrastructure; and
- (d) all other improvements, fittings, fixtures and chattels within the Common Property;

Commencement Date is the date specified in Schedule 1;

Default Interest means 15% per cent per annum;

Interest means the Occupier's undivided 1/80th share in the beneficial interest in the Property and the Scheme, which is held by the Company, on the Occupier's behalf, pursuant to the Scheme;

Licence means this deed including all Schedules;

Management Committee has the same meaning as used in clause 1.1 of the Ownership Deed;

Manager means any on-site manager employed by the Company or Management Committee;

Other Licensees means all other persons from time to time granted or holding a licence to occupy sites on the Property and, unless inconsistent with the context, includes their permitted invitees;

Owners has the same meaning as used in clause 1.1 of the Ownership Deed;

Ownership Deed means the deed dated 8 August 2007 establishing the Scheme;

Property means the Riversdale Beach Holiday Park located on Riversdale Road, Riversdale and comprised in Computer Freehold Register WN53D/140 and, unless inconsistent with the context, includes the Site and the Common Property;

Rules mean the rules set out in Schedule 4, as may be amended or added to from time to time as provided in clause 3.2;

Schedule means a schedule to this Licence;

Scheme has the same meaning as used in clause 1.1 of the Ownership Deed;

Site is the area outlined on the plan(s) attached as Schedule 3 and, unless inconsistent with the context, includes the Structures;

Site Outgoings means the outgoings are payable by the Occupier in respect of the Site pursuant to clause 2.4 and in addition to the Annual Levy and are described in detail in Schedule 1;

Structures means all re-locatable and other permitted structures constructed and located on the Site from time to time, being as permitted under clause 4;

Term is described in Schedule 1; and

Use is described in Schedule 1.

INTERPRETATION

In this Licence:

- (a) references to the *Company* includes the successors and permitted assignees of the Company;
 - (b) references to the *Occupier* includes the successors and permitted assignees of the Occupier and, where the context permits, the Occupier's invitees;
 - (c) the obligations of, and warranties and covenants given by, the Occupier in this Licence in favour of the Company are fully enforceable by the Management Committee on behalf, and with the full authorisation (which is hereby acknowledged), of the Company;
 - (d) words importing the singular will include the plural and vice versa;
 - (e) *Business Day* means any day of the week other than:
 - (i) Saturday, Sunday, Wellington Anniversary Day, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday and Labour Day.
 - (ii) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
 - (iii) a day in the period commencing on the 24th day of December in any year and ending on the 5th day of January in the following year, both days inclusive.
- A Business Day shall be deemed to commence at 9.00 am and to terminate at 5.00pm; and
- (f) references to a numbered clause means the numbered clause in Schedule 2 unless the context requires otherwise.

EXECUTION

Signed for and on behalf of **Riversdale
Beach Holiday Park Limited** by

)

) _____

) **(Director)**

)

) _____

(Director)

:

Signed by the Occupier

Name:_____
Name:

in the presence of:

Name:

Occupation:

Address:

OCCUPATION LICENCE SCHEDULE 1

SITE:	That part of the Property being the camping site marked ___ shown on the attached plan(s) as Schedule 3
TERM:	The period from the Commencement Date until the Expiry Date
COMMENCEMENT DATE:	_____
EXPIRY DATE:	30 September 2042
CONTACT DETAILS FOR COMPANY:	Registered Office: Postal address: Telephone: Facsimile number: Email:
CONTACT DETAILS FOR OCCUPIER:	Name/s: _____ Address: _____ Phone: _____ Fax: _____ Email: _____
USE: (clause 3)	Camping and holiday purposes only
ANNUAL SCHEME COSTS (clause 2)	means all reasonable costs of any nature whatsoever incurred by the Company or the Management Committee in respect of administering and operating the Scheme and in respect of the ownership, operation, maintenance, improvement, replacement, repair, management, security, protection and sale of the Property, which costs are to be contributed to by the Occupier each year pursuant to the Occupiers payment of the Annual Levy in accordance with clauses 2.1 and 2.3. These costs include, without limitation: • all reasonable costs and expenses incurred by the

Management Committee or the Company in

- relation to the administration and management of the Property, the Scheme and the licences granted to Owners;
- all fees payable to third party agents or contractors or professionals engaged by the Management Committee in respect of the Scheme;
- all rates, water rates, and taxes levied in respect of the Property;
- all charges for gas, electricity, telephones and other utilities or services, including line charges;
- rubbish collection charges;
- all costs and charges for cleaning, maintenance and repairs of any buildings and structures comprising part of the Common Property;
- all costs of ground maintenance of lawns, gardens, planted areas, fences and sealed areas on the Common Property;
- an amount provisioned by the Management Committee for capital costs which the Management Committee considers is necessary for any potential unforeseen capital expenditure that may arise in the future in respect of the Property (not being an additional Levy referred to in clause 2.3);
- the reasonable costs of the Secretary and the Auditor and otherwise incurred in relation to all accounting, reporting and other related work required for the Scheme;
- costs arising in relation to the powers and authorities of the Management Committee as specified in this Licence and in the Ownership Deed; and
- the reasonable remuneration and disbursements of the Management Committee, including reasonable travel and accommodation costs.

**SITE
OUTGOINGS:**
(clause 2)

All outgoings, costs and expenses arising in relation to the Occupier's own occupation, use, maintenance and repair of the Site and which do not form part of the Annual Scheme Costs, and include:

1. Charges for water, gas, electricity, telecommunications and other utilities or services supplied directly to the Site and which are separately metered, including line charges;
2. Cleaning, maintenance, repair and replacement costs of any nature arising in relation to the Structures (whether of an interior or exterior nature), including all charges for:
 - a. repainting and decorative repairs;
 - b. structural and other maintenance;
 - c. ensuring all Structures comply with the requirements of this Licence; and
 - d. use, maintenance, repair, replacement or otherwise arising in respect of any utilities, services (including electrical services), equipment, wiring and any other fixtures, fittings and equipment in the Structures;
3. The cost of ground maintenance of lawns, gardens, and planted areas and fences on the Site; and
4. All insurance costs in respect of Structures (clause 10).

OCCUPATION LICENCE SCHEDULE 2**1 TERM**

- 1.1 This Licence is granted for the Term, commencing on the Commencement Date and will expire at midnight on the Expiry Date.

2 ANNUAL LEVY AND SITE OUTGOINGS**Annual Levy**

- 2.1 The Occupier will pay the Annual Levy to the Company as follows:
- (a) The amount of the Annual Levy determined as payable in each financial year of the Term; and
 - (b) Each year the amount of the Annual Levy will be paid by the Occupier to the Company either by:
 - (i) direct payments into the Company Bank Account; or
 - (ii) cheque provided to the Secretary.

In each case in instalments in advance of the due date and in such frequency as may from time to time be resolved by the Management Committee (but unless resolved otherwise, the instalments will be paid quarterly in advance with the first quarterly payment to be made on the Commencement Date).

- 2.2 The Occupier's obligation to pay the Annual Levy is in addition to an Occupier's obligation to pay Site Outgoings in accordance with clause 2.4.
- 2.3 The Occupier will also pay, as required, an additional levy where the Owners pass a resolution in accordance with the Ownership Deed requiring payment by Occupiers of an additional levy in respect of any extraordinary unforeseen expenditure arising in relation to the Scheme or the Property.

Site Outgoings

- 2.4 The Occupier will duly and punctually pay all of the Site Outgoings directly to the suppliers of the relevant goods or services. Where any Site Outgoing is not separately assessed or levied in respect of the Site, then the Occupier will pay such fair proportion as may be reasonably determined by the Company.

Continuing Liability and Default Interest

- 2.5 The Occupier's liability to pay the Annual Levy (including any additional levies) and Site Outgoings during the Term will subsist notwithstanding the end or earlier termination of the Term.

2.6 Default Interest will accrue on any:

- (a) Annual Levy payments that are not duly and punctually paid by the Occupier on the due date for payment and will be payable in respect of the period from and including the due date of payment until the date payment is actually made by the Occupier, together with the outstanding payment; and
- (b) Site Outgoings that have not been paid on due date by the Occupier and which are paid by the Company pursuant to this Deed, and will be payable in respect of the period from and including the date that the Company pays for the Site Outgoings until the date that the Occupier reimburses the Company in full for the amount of the Site Outgoing, and pays all Default Interest accrued up until that date.

2.7 If, for any financial year, the Annual Levy proves to be in excess of the amount required to meet the requirements of the Scheme for the year, the Management Committee may rebate the excess to Owners (including by way of holding it in trust for the benefit of Owners to be applied in satisfying part of the Annual Levy obligation for a subsequent financial year).

3 THE RULES

- 3.1 The Occupier will at all times observe and comply with the Rules and procure all of the Occupier's permitted invitees to observe and comply with the Rules.
- 3.2 All or any of the Rules may be amended, cancelled, added to or suspended by the Management Committee, on behalf of the Owners and in the manner set out in the Ownership Deed.
- 3.3 The Company will not be liable for any loss or damage arising out of any non-enforcement of the Rules by the Company.

4 PERMITTED USE AND STRUCTURES

- 4.1 The Occupier may only use the Site for the Use.
- 4.2 The Occupier may place on the Site temporary camping facilities such as tents, caravans, motor homes and associated fixtures, fittings and chattels.
- 4.3 The Occupier accepts, at its own risk In all respects, all existing Structures on the Site (to the intent that all Structures, subject to clause 12.1, are the property of the Occupier) and fully releases and indemnifies the Company in respect of any liability that may arise at law in relation to the Structures being constructed and located on the Site.
- 4.4 Without limiting the Rules, the Occupier may construct and place on the Site, and alter, Structures, provided that:
 - (a) the Occupier will first obtain:
 - (i) the Company's prior reasonable approval to any significant construction plans of the Occupier; and
 - (ii) the consent of any authority required pursuant to any statute, regulation or other enactment;
 - (b) all construction work will be:

- (i) at the Occupier's risk and expense in all respects;
 - (ii) carried out in a good and tradesmanlike manner and in compliance with the requirements of all such consents and all statutory, regulatory and other legal requirements, with the Occupier first obtaining and complying with all necessary consents and permits in relation to the work (including all resource and building consents);
 - (iii) carried out in a manner that causes minimal interference, disruption and annoyance to all Other Licensees; and
 - (iv) completed in compliance with all such consents and permits, and the Occupier will promptly obtain a code compliance certificate in respect of the work and from the applicable territorial authority;
- (c) the Structures must:
- (i) be of a removable or re-locatable nature and will otherwise be similar to other structures on the Property as to both design and the use of construction materials to the intent that the character of the Property will be preserved;
 - (ii) not restrict on-Site drive-on access and parking (all new Structures constructed after the date of this Licence must include or allow space for driveway or other on-site parking);
 - (iii) in any event not exceed 3.0 metres in height as measured from the ground level of the Site, prior to any excavation, to the topside of such structure, provided that the apex of any new Structure is permitted to be a height up to a maximum of 3.6 metres; and
 - (iv) otherwise comply with, and be within the size and other specification restrictions set out in, the Rules from time to time.

4.5 Without limiting the Rules, the Occupier will, at its cost:

- (a) keep and maintain all Structures in a good state of repair, condition and presentation and free of all pests and vermin; and
- (b) ensure that the Structures comply with all relevant statutes, regulations and other legal requirements.

5 DEFAULT IN RESPECT OF MAINTENANCE OF THE SITE AND STRUCTURES

If the Occupier defaults in any of its obligations to maintain or repair the Site and the Structures under this Licence, then:

- (a) the Company may arrange for such repair or maintenance at the cost of the Occupier; and
- (b) the Occupier will immediately reimburse the Company for such expense,

but without prejudice to the Company's other rights and remedies under this Licence.

6 ACCESS RIGHTS TO OTHER PERSONS AND RIGHTS OF THE COMPANY

- 6.1 Subject to clause 6.2, this Licence in no way limits the use of the Property by the Other Licensees and all other persons authorised by the Company to enter onto any part of the Property at any time and for any lawful purpose. In exercising this right of entry, the Company will use reasonable endeavours to ensure that no disturbance or inconvenience is caused to the Occupier and the Occupier's property on the Site.
- 6.2 The Company may close, lock off or otherwise control the Common Property or any part from time to time and may take all such actions as it deems necessary for this purpose, including requiring reasonable rights of access to, and repair work within, the Site.
- 6.3 In particular and without limiting the Rules, the Company may take such actions as it deems necessary to:
- (a) remove from the Property; or
 - (b) prevent access to the Property by,

any person whom the Company reasonably considers is heavily Intoxicated, or under the influence of drugs, unruly or may otherwise be acting in a manner that creates a risk of injury to that person or to other persons or who is materially disrupting the quiet enjoyment of the Property by the Other Licensees.

7 OCCUPIER'S ACKNOWLEDGEMENT OF RISK

The Occupier agrees to occupy and use the Property and any improvements on the Property at the Occupier's risk in all respects and releases to the full extent permitted by law the Company, the Management Committee and the Company's employees, agents and sub-contractors from all claims and demands of any kind and from all liability in contract, tort, or otherwise for any loss or damage suffered by the Occupier or any other person.

8 NO WARRANTY

The Occupier acknowledges that:

- 8.1 the Company has made no warranty, representation or claim in respect of the Property or its characteristics which has induced the Occupier to enter this Licence, including whether:
- (a) the Use is a permitted activity under the relevant Regional or District Plans or that the Site is now suitable or will remain suitable or adequate for use by the Occupier;
 - (b) any Structures comply with the requirements of all relevant statutes, regulations and other legal requirements (this acknowledgement does not in any way limit the application of clause 4.3); and
- 8.2 the Occupier has entered this Licence completely In reliance on the Occupier's own investigations, judgement and knowledge.

9 INDEMNITY

The Occupier will fully indemnify, and keep indemnified the Company upon demand against any loss, claim, damage, expense, fine, penalty, liability or proceeding suffered or Incurred at any time by the Company as a direct or indirect result of:

- (a) any breach of any of the Occupier's covenants or obligations, contained or implied in this Licence; or
- (b) the Occupier's activities on the Property.

10 INSURANCE

The Occupier will at all times during the Term keep and maintain such insurances in respect of Structures and the Occupier's use of the Property and the Site as may be reasonably required by the Company from time to time.

11 NO ASSIGNMENT

11.1 The rights or obligations of the Occupier under this licence will not be assigned, transferred or sublicensed to any person except:

- (a) to an approved transferee or transmittee of the Occupier's Interest as an Owner in accordance with the provisions of the Ownership Deed; or
- (b) by a sublicense with the prior written approval of the Company, which will not be unreasonably withheld, provided that the Occupier's invitees may occupy the Site for a period of not more than six weeks and without in any way relieving the Occupier from any of its obligations under this Licence.

11.2 If at any time during the Term the Occupier ceases to be an Owner and there has been no transfer or transmission that complies with clause 11.1(a), then:

- (a) this Licence will immediately terminate;
- (b) the provisions of the Ownership Deed will apply; and
- (c) the Occupier will not be entitled to any form of compensation, damages or claim of whatever kind for any early termination on account of any inconvenience or loss or for any other reason as a consequence of such termination.

12 OBLIGATIONS ON EXPIRY OR TERMINATION

- 12.1 The Occupier may at any time before, and will if required by the Company, at the end or early termination of the Term remove all Structures and all other fixtures, fittings and chattels of the Occupier and make good at the Occupier's own expense all resulting damage to the Site, and if not removed within 10 Business days after the date of delivery or deemed delivery of the notice of termination, then:
- (a) ownership of the Structures, fixtures, fittings and chattels will, in the Company's discretion, pass to the Company and without compensation to the Occupier; and
 - (b) the Company may in its discretion remove the Structures, fixtures, fittings and chattels from the Site and deal with them in such manner as the Company in its discretion considers appropriate.
- 12.2 The cost of making good resulting damage and the cost of removal will be recoverable from the Occupier, and the Company will not be liable to pay any compensation nor be liable for any loss suffered by the Occupier.
- 12.3 Without limiting the Occupiers obligations elsewhere in this Licence and in the Rules, the Occupier will ensure at its expense that upon termination of this Licence the Site is in a good, clean and tidy condition.

13 DEFAULT

- 13.1 If the Occupier fails to strictly comply with any term contained or implied in this Licence, including payment of the Annual Levy and the Site Outgoings or compliance with the Rules (the "Breach"), then:
- (a) the Company may (but without any obligation to do so) serve written notice of the Breach (*Default Notice*) on the Occupier;
 - (b) the Occupier must make good the Breach within a reasonable period in the circumstances, but in no event later than 40 Business Days (time being of the essence), from the date of the Default Notice;
 - (c) if the Occupier fails to do so, and without limiting clauses 13.2 and 13.3, this Licence may be immediately terminated by the Company by notice in writing served on the Occupier in which case the provisions of the Ownership Deed and clause 12 will apply.
- 13.2 For the avoidance of doubt, where the Occupier has failed to comply with a Default Notice or where there is a Breach which is not the subject of a Default Notice but is reasonably likely to cause loss or damage to the Property or to any person unless remedied on an urgent basis, then, without limiting the ultimate operation of clause 13.1:
- (a) the Management Committee may take or procure all necessary but reasonable steps in the circumstances, including carrying out all necessary work to the Common Property or the Site, to remedy the Breach as soon as possible (and Occupiers hereby absolutely authorise the Management Committee to take or procure such steps and carry out such work); and

- (b) all reasonable costs, losses, damages and other expenses incurred by the Management Committee in so doing will be recoverable from the Occupier upon demand and failure to comply with such demand will mean that the amount due will attract interest at the Default Rate until such time that the demand is complied with by the Occupier.

13.3 The Occupier acknowledges that the Indemnity provided by the Occupier in clause 9 will apply in all respects to any Breach, and the Company's rights under the indemnity are not in any way limited by clauses 13.1 and 13.2.

14 DELEGATION TO THE MANAGEMENT COMMITTEE

14.1 The parties agree that the Company may delegate any of its rights and obligations under this Licence to the Management Committee and the Management Committee will be a "beneficiary" for the purposes of the Contracts Privy Act 1982.

14.2 Without limiting clause 14.1, and unless inconsistent with the context:

- (a) all references to any act or consent by the Company under this Licence will be deemed to include the words "and/or the Management Committee" (and with the intent that unless otherwise notified the Management Committee (including any member of that committee) will at all times be deemed to act as the duly authorised representative of the Company pursuant to the provisions of this Licence); and
- (b) all references to any act or obligation on the part of the Company is to be read subject to the provisions of the Ownership Deed, which is paramount in all respects and governs the role of the Company and the Management Committee and the basis upon which the Property is owned and controlled on behalf of Owners pursuant to the Scheme.

15 COMPLIANCE WITH STATUTES

Without limiting any other provision in this Licence, the Occupier will comply with:

- (a) the provisions of any Regional and/or District Plan affecting the Property, and any Conservation Management Strategy, or Conservation Management Plan, pursuant to Part IIIA of the Conservation Act 1987;
- (b) all statutes and regulations including, but without limitation:
 - (i) Conservation Act 1987;
 - (ii) Biosecurity Act 1993;
 - (iii) Resource Management Act 1991;
 - (iv) Occupiers Liability Act 1962;
 - (v) Health Act 1956;
 - (vi) Camping-Ground Regulations 1985 which are attached as Schedule 5 (but only to the extent that they logically apply to the Occupiers ownership of the Structures and the Occupier's use of the Site and the Common Property); and
 - (vii) any other relevant statute, regulation code of practice or bylaw,

relating to the Occupier's ownership of the Structures and the Occupier's use of the Site and the Common Property.

16 COMPANY'S CONSENT

Where the Occupier is bound to obtain the consent of the Company pursuant to this Licence, then the Company will not unreasonably withhold or delay its consent unless provided otherwise in this Licence.

17 NEGLECT OF OTHER CAMPERS

The Company will not be responsible to the Occupier for any default or neglect of any Other Licensee.

18 LICENCE NOT A LEASE

18.1 This Licence is Intended as a personal privilege and is not to take effect as a lease, right of first refusal or option to purchase the Property or the Site, nor does it create any legal estate or interest in the Property or in respect of the Site (excepting the rights provided to the Occupier as licensee under this Licence),

18.2 The Occupier accepts and acknowledges that it has no right to lodge a caveat against the Property to protect its rights and interests pursuant to this Licence,

19 COSTS

19.1 Each party will pay its legal costs of and incidental to the preparation and execution of this Licence and any variation of this Licence.

19.2 The Occupier will pay all reasonable costs and expenses which the Company may reasonably incur (including legal costs on a solicitor-client basis) in enforcing or attempting to enforce the Company's rights, powers and remedies under this Licence.

20 HOLDING OVER

If the Company permits the Occupier to remain in occupation of the Site after the expiry or earlier termination of this Licence, the Occupier's occupation will be on the same terms as this Licence except that the Occupier's occupation will be terminable by either party giving one month's notice.

21 DISPUTE RESOLUTION

21.1 The parties acknowledge that they wish to avoid or minimise any differences or disputes arising out of and from the terms of this Licence. The parties therefore agree that if any difference or dispute arises between them they will actively, openly and in good faith negotiate that difference or dispute with a view to achieving a quick resolution.

21.2 If the parties cannot resolve a dispute or difference within a reasonable period from the date of any dispute or difference arising then, unless otherwise expressly provided in this Licence, they will, without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique if adopted will be agreed between the parties or as selected by the

organisation known as "LEADR" (Lawyers Engaged in Alternative Dispute Resolution).

- 21.3 If the parties cannot agree on any dispute resolution technique within a further 15 Business Days of any dispute or difference being referred by both parties to any informal dispute resolution technique under clause 21.2 then the difference or dispute will be determined by arbitration by a sole arbitrator in accordance with the Arbitration Act 1996 and the substantive law of New Zealand.

22 NOTICES

- 22.1 *Any notice or any other document given or required to be given in connection with this Licence shall be in writing and may be delivered:*

by hand to a party personally or delivered by hand to the last known physical address of that party, or

by posting (with postage prepaid) to the last known address of that party, or

by facsimile, or

by email

to any of the following addresses:

- (i) *in the case of the Occupier, any such last known physical or postal address, facsimile number or email of the Occupier. Until any such address of the Occupier is notified, they will be as set out in Schedule 1;*

- (ii) *in the case of the Company:*

Care of:- Sherryl Louise Richards

Physical Address: 58 Perry Street, Masterton 5810

Email: tararua25@xtra.co.nz

Facsimile:

or such other address as may have been last notified in writing to the Occupier.

- 22.2 *Notices under this Deed shall be deemed to be delivered when:*

- (i) *if handed over in person to the other party or delivered by hand to the physical address specified, then on the day of such delivery;*
- (ii) *if posted (with postage prepaid) on the fifth Business Day following posting;*
- (iii) *if sent by facsimile, when transmitted from the sender's machine to the facsimile number specified; or*
- (iv) *if sent by email, to the email address specified when acknowledged by the recipient by return email (except return emails generated automatically) or otherwise in writing.*

23 WAIVER

No waiver or failure to act by the Company in respect of any breach by the Occupier will operate as a waiver of another breach.

24 SEVERABILITY

If any part of this Licence is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination will not impair the enforceability of the remaining parts of this Licence.

25 NON-MERGER

- 25.1 The parties acknowledge and agree that certain covenants set out in this Licence will continue beyond the expiry or sooner determination of this Licence for the benefit of the parties notwithstanding expiry or sooner determination of the Licence.
- 25.2 Termination of this Licence will be without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach.

26 CONFLICT

If there is a conflict between the terms of this Licence and the terms of the Ownership Deed, then the terms of the Ownership Deed will prevail.