

License to Occupy

BETWEEN

Dynamic Therapy (Ronit Adiv-Blanario) of 521 Upper Waiwera Rd, Silverdale 0994,
ronit.avid@dynamictherapy.co.nz, 027 - 899 3636

(the “Licensor”)

AND

Business Name:

Contact Name:

Address:.....

Mobile number:

Phone number:

Email Address:

Nature of Business:

Type of services to be applied:.....

(the “Licensee”)

This License (“License”) defines the agreements between the Licensor and Licensee with regards to the rooms located at units 5 and 6, 233 Dairy Flat Hwy, Albany, their shared area and designated car park (the “Rooms”).

The Lessee agrees to the following terms and conditions and the below schedule.

Description	Rate	Information
Hourly License	\$20	
Half-Day License - First half-day: any time in the morning to 3 pm - Second half-day: 3 pm to any time in the evening	\$100	
Full-Day License (a sequence of 8 hours and more)	\$150	
Lost of key Fee	\$50	
Fully Refundable Deposit	\$150	

Prices are excluded of GST

Invoice will be prepared on a fortnightly basis

General Terms

1. The Rooms, the appliances available ("Appliances") and the various craft materials, games and supplies available in the Rooms ("Materials") are only to be used by the Licensee for the nature of business and type of services as described on this form and during the booked time.
2. The Licensee shall use the Rooms, the Appliances and the Materials in an appropriate and professional manner and shall not be moved or used outside the Rooms.
3. The Licensee shall take all reasonable actions to prevent any damages to the Rooms and Appliances. Any damage to the Rooms and/or Appliances shall be paid by the Licensee upon request.
4. All areas of use must be put back to the original condition. Air conditioning and lights are to be turned off and rubbish removed at the end of each Booking. Leaving the air-condition on at the end of the Booking will incur extra charges.
5. Please be aware of others working and be respectful of noise and smell.
6. The Licensee shall be responsible to exit / locked up the Rooms according to the Operational Guide. Any loss or damage of any item not being locked properly shall be paid by the Licensee upon request.
7. Responsible and professional behaviour is expected at all times, foul language, smoking and alcohol intoxication are not permitted on site.
8. You shall return the keys not more than 3 working days after the completion of your last Booking.
9. The Licensor reserves the right to charge extra for usage of consumables and Materials used by the Licensee.
10. The Licensee is responsible for their own insurance cover.
11. The Licensor reserves the right to update the terms of the License provided a 14 days written notice has been provided.

Bookings

1. Booking shall be made as described in the Operational Guide.
2. Minimal Booking time is one hour. A Booking that results in a gap of less than one hour between bookings will be rejected.
3. Booking cancellations are allowed at least 24 hours before Booking starting time, otherwise a full charge shall be paid. Booking cancellations for Mondays shall be made no later than Friday 12pm.
4. Please ensure your Booking covers all the time required to prepare, setup, clean, leave the car park etc.
5. The Licensor reserves the right to cancel any Booking within 48 hours from when the booking is made.

Payments

All payments shall be made within 3 days of invoice date by a bank transfer to ANZ Bank, account # 01-0735-0069439-00 (Dynamic Therapy - Ronit Adiv).

Bond

- a. Bond is required with the first booking.
- b. The Bond is fully refundable and will be used as a security for your commitments. The Bond will be paid back by the Licensor to the Licensee nominated bank account within 7 (seven) working days following the Licensee request email after the last Booking has been completed.
- c. Failure to pay your invoices on time shall provide the Licensor the right, without prejudice to any other rights and remedies, to deem you in default and/or terminate this Agreement and/or deduct any unpaid invoices from the Bond.

Health & Safety:

- a. The Licensee shall follow all health and safety rules.
- b. The Licensee shall brief their clients on all health and safety topics (such as the location of exits, emergency evacuation procedures etc) at the beginning of each meeting.

No Partnership or Joint Venture

Nothing contained in this License shall constitute or be construed to be or create any employment, partnership or joint venture between the parties.

Indemnification

You must fully protect, indemnify and hold us harmless from and against any and all allegations, claims, actions, suits, demands, losses, settlements, judgments, costs and expenses (including without limitation all legal fees and costs) damages and liabilities of any nature whatsoever arising in any manner, directly or indirectly, out of or in connection with your actions or omissions while providing services in the Rooms. (Please note a fire call-out fee can be approx. \$1500).

Termination

The Licensor reserves the right to terminate the License for any reason by providing a 30 days written notice.

The Licensor reserves the right to terminate the License immediately if the conditions of this agreement have not been met by the licensee.

General

- a. Transfer/Assignment: The Licensee has no right to transfer, sublicense or assign this License without the Licensor prior written consent. This License is fully transferable by the Licensor and will inure to the benefit of any transferee or other legal successor to the Licensor interests. The Licensor will not require any consent from the Licensee in order to assign or transfer this License to others.
- b. All monetary amounts referred to in this License are in New Zealand Dollars.
- c. All payments shall be in the form of bank transfer.
- d. Notices. All notices and other communications required under this License shall be in writing and shall be deemed to have been effectively given when delivered (a) personally; (b) one business day after day of deposit with sent overnight courier; (c) three business day after delivery by registered mail; or (d) upon confirmation email, if delivered by email to the address set forth in the introductory paragraph hereof and acknowledge/reply has been received.
- e. Severability. The invalidity or unenforceability of any particular provision of this License or portion thereof shall not affect the validity or enforceability of any other provision thereof or portion thereof. If any provision of this License is adjudicated to be so broad as to be unenforceable, it shall be interpreted to be only as broad as is enforceable.
- f. Headings. The section headings in this License are solely for convenience of reference and shall be given no effect in the construction or interpretation of this License.
- g. Entire License. This License constitutes the entire agreement between the Licensor and the Licensee superseding any prior communications, representations or Licenses of any kind. This License may not be changed except in writing and signed by the persons duly authorised by the parties.
- h. This Agreement will be governed by the laws of New Zealand and the relevant court in Auckland will have the sole jurisdiction for any dispute arising under this Agreement.
- i. Counterparts: This License may be signed in any number of counterparts (including a PDF copy sent by email) and provided that each party has signed a counterpart, the counterparts, when taken together, will constitute a binding and enforceable License between the Parties.

IN WITNESS WHEREOF, each of the parties hereto has executed this License as of the day signed.

EXECUTED AS A DEED:

Signed on behalf of the Licensor

Signed by the Licensee

Name _____

Name _____

Signature _____

Signature _____

Date _____

Date _____