

Pavilion



ACT
Government

Date 9 September 2016

LICENCE

BETWEEN

PLANNING AND LAND AUTHORITY

AND

**CHIEF MINISTER, TREASURY AND
ECONOMIC DEVELOPMENT DIRECTORATE**

AND

**VILLAGE OF HALL AND DISTRICT
PROGRESS ASSOCIATION INCORPORATED**

SECTION 303 LICENCE FOR ENCROACHMENT ON UNLEASED TERRITORY LAND

SDMS licence ID number: 2871

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BETWEEN

PLANNING AND LAND AUTHORITY, a body corporate established by section 10 of the *Planning and Development Act 2007* (ACT) for and on behalf of the Commonwealth of Australia ("**Authority**")

The entity specified in **Item 2** ("**Custodian**")

The entity specified at **Item 1** ("**Licensee**")

BACKGROUND

- A. The Licensee has applied to the Authority pursuant to section 302 of the *Planning and Development Act 2007* (ACT) for a licence to occupy and use the Premises.
 - B. The Custodian is the custodian of the Premises pursuant to section 333 of the *Planning and Development Act 2007* (ACT).
 - C. The Custodian of the Premises has given its written consent to the issue of such a Licence and has requested the Authority to grant the Licence to the Licensee.
 - D. The Authority has agreed to grant the Licence on the terms and conditions of this Licence and the Licensee has agreed to these terms and conditions.
 - E. The Authority and the Custodian have agreed that the Custodian will be responsible for the management of this Licence.
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IT IS AGREED by the parties as follows:

1. Interpretation

1.1. Definitions

In this Licence unless the context otherwise requires:

Authority means the Planning and Land Authority on behalf of the Commonwealth of Australia.

Commencement Date means the date set out in **Item 6**.

Common Area means those parts of the Land which are not let or licensed and are intended by the Custodian to be for the common use of occupiers of the Land.

Contact Officer means, in relation to each party, the representative whose name and contact details are specified in **Item 15**, or as notified in writing from time to time by one party to the other.

- Custodian** means the entity specified in **Item 2**.
- Custodian's Property** (1) means each of the following, as applicable:
- (2) any improvements forming part of the Premises at the commencement of this Licence;
 - (3) any fittings, fixtures, or goods in or on the Premises other than those brought to the Premises by the Licensee; or
 - (4) any systems installed in the Premises including any air-conditioning system, fire and sprinkler systems.
- Disclosure Statement** means a disclosure statement referred to in the Leases Act.
- Guarantor** means the person or persons (if any) described in **Item 14 of Schedule 1**.
- Insolvency Event** means:
- in respect of a natural person:
- (1) any orders or agreements made in respect of the affairs of the person in accordance with the *Bankruptcy Act 1966*; or
 - (2) in the reasonable opinion of the Territory the person is likely to be declared bankrupt or lose control of the management of their financial affairs; or
- in respect of all other entities:
- (1) any of the events listed in s459C of the *Corporations Act 2001* occur in respect of the entity; or
 - (2) any other event occurs which, in the reasonable opinion of the Territory is likely to result, or has resulted, in the:
 - (a) insolvency;
 - (b) winding up; or
 - (c) appointment of a controller (as that term defined in the *Corporations Act 2001*) in

respect of part or all of the assets.

Item	means an item in the Schedule 1 .
Land	means the land described in Item 3 .
Leases Act	means the <i>Leases (Commercial and Retail) Act 2001</i> (ACT) as amended or varied from time to time.
Licence	means this licence agreement and includes all Schedules and attachments.
Licence Fee	means the licence fee per annum in Item 8 as varied from time to time in accordance with this Licence.
Licence Fee Review Dates	means the dates set out in Item 9(a) .
Licensee	means the person or organisation named in Item 1 and, if a natural person or persons, their respective executors, administrators and permitted assigns, and if a company or incorporated association, its successors and permitted assigns.
Licensee's Improvements	means any improvements erected by the Licensee on the Premises.
Permitted Use	means the purpose to which the Premises are to be put as set out in Item 10 .
Premises	means that part of the Land described in Item 4 .
Prescribed Insurer	means an insurer that is authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia and is rated AA or better by Standard and Poors.
Public Land	means land identified by the Territory Plan as public land.
Schedule	means any schedule forming part of this Licence.
Service Charges	means all charges for services provided in respect of the Premises and includes but is not limited to charges for electricity and water.
Special Conditions	means those Special Conditions (if any) set out in Schedule 5 .
Statutory Outgoings	means any levy, rate, land tax (on a single holding basis only) or other statutory charge imposed on or in respect

of the Premises.

Term means the term specified in **Item 5**, or if extended under **clause 2.2**, the initial term and the extended term.

Territory means:

- (1) when used in a geographical sense, the Australian Capital Territory; and
- (2) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth).

Territory Plan means the Territory Plan under section 46 of the *Planning and Development Act 2007*.

1.2. General

In this Licence, unless a contrary intention is expressed:

- (1) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations, determinations and instruments issued under the legislation;
- (2) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (3) "include" is not to be construed as a word of limitation;
- (4) headings have no effect on the interpretation of the provisions;
- (5) an obligation imposed by this Licence on more than one person binds them jointly and severally;
- (6) words and expressions importing natural persons include body corporates, associations, government and local authorities and agencies; and
- (7) any provisions in a Schedule form part of this Licence.

2. Licence

2.1. Grant

The Authority grants the Licensee a Licence under section 303 of the *Planning and Development Act 2007* (ACT) to occupy and use the Premises on the terms and conditions contained in this Licence.

2.2. Holding Over

2.2.1 If the Licensee continues to occupy the Premises after the expiration of the Term, with the consent of the Custodian, the Licensee:

- (1) is a monthly Licensee;
- (2) at the monthly Licence Fee applying at the end of the Term, reviewed annually on the day referred to in **Item 9(a)** in accordance with the method of review set out in **Item 9(b)**, and calculated in accordance with the formula set out in **Schedule 2**; and
- (3) occupies the Premises upon the conditions of this Licence.

2.2.2 The monthly occupancy arrangement may be ended by either party giving one month's written notice to the other and may be given at any time.

3. Withdrawal

3.1. Withdrawal of the Premises

3.1.1 The Custodian may withdraw the Premises or any part of the Premises for any purpose required by the Custodian at any time during the term by providing 7 days prior written notice to the Licensee. In respect of the withdrawn Premises, clause 10.4 applies as if the Licence has been terminated. In the event of withdrawal in accordance with this clause 3.1 of less than the entire Premises, the Custodian will provide the following documents to the Licensee to form part of this Licence if necessary:

- (1) a revised **Schedule 1**; and
- (2) a revised **Schedule 3** indicating the new area of this Licence.

3.1.2 The Custodian may issue a revised Schedule 1 to the Licensee where the Custodian requires a change to the particulars of Items listed in the Schedule. The revised Schedule 1 will have effect after 7 days from being issued to the Licensee.

4. Licence Fee

4.1. Licence Fee

4.1.1 The Licensee must pay the Licence Fee by equal monthly instalments in advance from the Commencement Date and on the first day of every month for the Term, or as the Custodian otherwise directs in writing.

4.1.2 If an instalment is for a period of less than one month, then that instalment is equal to the amount calculated by dividing the Licence Fee by the number of days in the year in which the period commences and multiplying the result by the number of days in the period.

4.2. Review of Licence Fee

The Licence Fee will be reviewed on the Licence Fee Review Dates in accordance with the corresponding method of Licence Fee review noted in **Item 9(b)** and in accordance with **Schedule 2**.

4.3. Interest on Overdue Monies

4.3.1 If the Licence Fee or any other monies payable by the Licensee are not paid by the due date, then the Licensee must pay to the Custodian interest at the rate per annum shown in **Item 13** on those monies from the date on which they fall due until the date of payment or recovery.

4.3.2 The Custodian is entitled to recover the interest from the Licensee as if it was Licence Fee in arrears. Nothing in this clause restricts or prejudices any right of the Custodian in respect of the monies due.

5. Other Payments

5.1. Licensee other payments

5.1.1 The Licensee must promptly pay:

- (1) all charges for gas, electricity, oil and water separately metered or supplied and consumed in or on the Premises;
- (2) all charges in respect of any telephone or other communication services connected to the Premises; and
- (3) all other charges for the supply of any service separately supplied to the Premises.

5.1.2 If water and/or electricity consumption is not separately metered to the Premises, the Licensee must pay a proportion of the amount of consumption charges metered to the Premises as the Custodian deems appropriate, acting reasonably, having regard to the size of the Premises, other occupants on the Premises, the respective use by all occupants on the Premises (including the Licensee) and any other factor which is relevant.

5.1.3 The Licensee must, within 30 days of receipt of a written request from the Custodian, pay to the Custodian all charges and expenses for Statutory Outgoings and Service Charges that are payable by the Licensee.

5.1.4 The Licensee must, within 30 days of receipt of a written request from the Custodian, pay to the Custodian all charges and expenses that are payable by the Licensee.

6. Legal Costs and Disbursements

6.1. Cost of Licence preparation

The Custodian and Licensee will each bear their own costs (including legal costs and disbursements) in relation to the negotiation, preparation and execution of this Licence.

6.2. Stamp duty

The Custodian will pay all stamp duty (if any is payable) assessed on the Licence.

6.3. Licensee's additional costs

In addition to all costs and expenses for which the Licensee is liable at law or in equity to pay, the Licensee will pay to the Authority and/or the Custodian, on demand, the Authority's and Custodian's reasonable costs and expenses (including reasonable legal costs assessed on a solicitor and client basis and registration fee and taxes, which may be payable):

- (1) for, and incidental to, any variation, surrender or termination of this Licence;
- (2) in respect of any consent by the Authority and/or the Custodian required under this Licence;
- (3) incurred by or on behalf of the Authority and/or the Custodian in consequence of, or arising out of, any default in the due observance or performance of any covenant or obligation on the part of the Licensee;
- (4) incurred by the Authority and/or the Custodian in consequence of any request of, or application by, the Licensee; or
- (5) incurred by the Authority and/or the Custodian as a result of the exercise, or attempted exercise, of any of the Authority's and/or the Custodian's rights or powers.

7. Licence Only

7.1. No interest in Premises

Nothing contained in this Licence will create, or is to be construed as creating any interest in the Premises or the Land in favour of the Licensee.

7.2. Rights Personal to Licensee

The rights granted by this Licence are personal to the Licensee.

8. Use of Premises

8.1. Use of Premises

The Licensee may use and occupy the Premises for the Permitted Use or any such other purpose consented to by the Custodian in writing.

8.2. No interference

The Licensee must not do anything in or about the Premises which in the reasonable opinion of the Custodian:

- (1) is noisy, obnoxious, immoral, offensive or a nuisance or disturbance to the Custodian or other persons using the Premises; or
- (2) may be the cause of damage.

8.3. No warranty as to suitability

8.3.1 The Licensee acknowledges that no promise, representation, warranty or undertaking has been given by or on behalf of the Authority and/or the Custodian as to the suitability of the Premises for any purposes or as to the facility and amenities of the Premises except as contained in this Licence. The Licensee must satisfy itself in respect to the use to which the Premises may be put and acceptance of this Licence acknowledges full knowledge of any prohibitions or restrictions on the use of the Premises, including any imposed by law.

8.3.2 Where the permitted use of the Premises requires the consent of any authority, the Licensee must obtain that consent at its own expense. The Licensee must keep current the licenses and permits required to use the Premises.

8.4. Obstructions and Hazards

The Licensee must:

- (1) provide adequate signage and hazard protection on the Premises to the satisfaction of the Custodian, and ensure all hazards on the Premises are illuminated between sunset and sunrise;
- (2) ensure that every stormwater channel on the Premises is kept clear of obstruction at all times; and
- (3) ensure, as far as is practicable, that all footpaths and roadways on the Premises are kept free from obstruction at all times.

8.5. Signs

The Licensee must not fix or place any sign, notice, advertisement or other thing on any part of the Premises without the consent in writing of the Custodian and then only in such colour, size and style and in such places as approved by the Custodian, such approval not to be unreasonably withheld.

8.6. Compliance with laws

The Licensee must comply, at its expense, with all laws and the requirements of any authority in connection with the Licensee's use or occupation of the Premises.

8.7. Keep clean

The Licensee must:

- (1) keep the Premises and immediate surroundings clean and tidy, and free from refuse and vermin;
- (2) not store or place any objects on the area surrounding the Premises; and
- (3) allow reasonable access to the Premises by the Custodian and its contractors and employees to enable it to carry out any obligation required by this Licence or by law.

8.8. Statutory notices

8.8.1 If the Licensee receives a notice from any authority in respect of the Premises, the Licensee must immediately notify the Custodian in writing.

8.8.2 The Licensee must comply promptly with all notices received from any authority in respect of the Premises except such notices as would have been given irrespective of the Licensee's use and occupation of the Premises.

8.9. Notice of defect

The Licensee must immediately give notice to the Custodian of any damage to the Premises and any accident affecting water, gas or oil pipes, electricity lines or any defect in them and any other facilities provided by the Custodian.

8.10. Infectious illnesses

If any infectious illness occurs in the Premises, the Licensee must immediately notify the Custodian and have the Premises fumigated and disinfected by a suitably certified contractor, at the expense of the Licensee, to the satisfaction of any relevant authority.

8.11. Rubbish

The Licensee will keep the Premises free from rubbish, debris and other unsightly or offensive matter.

8.12. Flammable liquids and substances

8.12.1 The Licensee must not store or use chemicals or flammable, volatile or explosive substances on the Premises except for substances used in the normal course of the Licensee's business consistent with the Permitted Use and must not in any way create any actual or potential fire hazard in the Premises.

- 8.12.2 If the Licensee stores or uses chemicals or flammable, volatile or explosive substances in the normal course of the Licensee's business consistent with the Permitted Use, the Licensee must keep those substances in a safe and secure manner consistent with all laws and guidelines of all relevant authorities.
- 8.12.3 The Licensee must permit the Custodian to enter the Premises at any time to control any actual or potential fire hazard and if the hazard, in the reasonable opinion of the Custodian, results from the use of the Premises by the Licensee, the Licensee must pay to the Custodian immediately on notification, the costs of the Custodian in carrying out that work.

9. Alterations and Fitout

9.1. No alterations without consent

- 9.1.1 The Licensee will not, without the prior written consent of the Custodian, erect any improvements or make any alterations or additions on the Premises or permit or suffer the same to be made. The Custodian may, in its absolute discretion, refuse to consent to the erection of any improvements or the making of any alterations or additions.
- 9.1.2 The Licensee must, in the course of erecting any improvements or making any alterations or additions:
- (1) comply with the requirements of the Custodian and all relevant authorities;
 - (2) obtain all necessary consents and approvals from all relevant authorities; and
 - (3) not interfere with the quiet enjoyment of any other users of the Premises.
- 9.1.3 The Custodian may, in its absolute discretion, refuse to consent to the erection of improvements or the making of alterations or additions by the Licensee.

9.2. Installing equipment

The Licensee will not, without the prior written consent of the Custodian, install any water, electrical or gas fixture or appliance or any apparatus for light, air, heating or cooling.

10. Repairs and Maintenance

10.1. Acknowledgement

The Licensee acknowledges that, at the Commencement Date and the date of first occupation of the Premises by the Licensee (if applicable), the Premises and the Custodian's Property were in good repair and condition.

10.2. Repair obligations

- 10.2.1 Subject to clauses 10.2.3 and 10.2.4, the Custodian must keep the Premises and Custodian's Property in good and tenable repair and condition having regard to the condition of the Premises and Custodian's Property at the Commencement Date.
- 10.2.2 The Licensee must maintain and keep the Licensee's Property in good and tenable repair.
- 10.2.3 The Custodian's obligation to repair under clause 10.2.1 will not apply when the requirement for repair arises as a result of the negligence or act or omission of the Licensee or the Licensee's employees, agents, contractors or invitees. The Licensee must repair or replace any item of Custodian's Property requiring repair or replacement as a result of the negligence or act or omission of the Licensee or the Licensee's employees, agents, contractors or invitees.
- 10.2.4 The Licensee must maintain the Custodian's Property to a standard equivalent to that at the date of first occupation by the Licensee (or, if the Custodian has upgraded the Custodian's Property, to the upgraded standard).

10.3. Replacement obligations

- 10.3.1 Subject to clause 10.3.2, the Custodian will replace any Custodian's Property which, in the Custodian's reasonable opinion, requires replacement.
- 10.3.2 The Custodian's obligation to replace the Custodian's Property will not apply when the requirement to replace arises as a result of the negligence or act or omission of the Licensee, or the Licensee's employees, agents, contractors or invitees or the failure of the Licensee to maintain the Custodian's Property.
- 10.3.3 The Licensee will be responsible for the replacement of the Licensee's Property.

10.4. Make Good

The Licensee must, at the time of, or immediately before, the expiration of the Licensee's occupancy (and in this regard time is of the essence);

- (1) carry out repairs as required by this clause;
- (2) paint the inside of the Premises, if reasonably required by the Custodian;
- (3) reinstate all floor coverings, light and power outlets, switches, telephone outlets, fire sprinklers and air-conditioning and any other fixtures or fittings of the Custodian (fair wear and tear excepted);
- (4) remove all signs, notices, advertisements, ornaments or other things placed by the Licensee on the Premises;
- (5) remove the Licensee's Property and make good any damage arising as a

result of the removal;

- (6) leave the Premises in a clean and tidy condition, free from all rubbish; and
- (7) peaceably surrender and yield up the Premises.

10.5. Notices to repair

The Custodian may, at any time, serve on the Licensee a notice in writing of any defect which the Licensee is required to repair. The Licensee will repair the defect within 21 days of the date of service of the notice (or such other period as agreed). The Custodian may specify a period of less than 21 days within which to repair if the defect is likely to cause damage to the Premises or may cause injury to any person.

10.6. Leaving Licensee's Improvements and goods behind

To the extent permitted by law, if the Licensee leaves any Licensee's Improvements or goods on the Premises for more than 21 days after the termination or expiry of this Licence, the Custodian may dispose of them in any way the Custodian sees fit. In addition, any such Licensee's Improvements or goods will, at the Custodian's election, become the Custodian's property absolutely and the Custodian may deal with them without accounting to the Licensee or being required to compensate the Licensee.

10.7. Custodian's right to enter

The Custodian and persons authorised by the Custodian have the right to enter the Premises at reasonable times, and on reasonable notice (but without any notice in any case which the Custodian considers an emergency):

- (1) to view the state of repair and condition of the Premises and conduct investigations;
- (2) where the Licensee has failed to repair any defect in accordance with any notice served by the Custodian; or
- (3) to comply with the terms of any present or future law affecting the Premises or any notice served on the Custodian or the Licensee by the Territory or any competent authority.

11. Insurance

11.1. Public Liability

The Licensee, during the Term and any holding over under this Licence, must keep current a public risk liability policy with a Prescribed Insurer for an amount for any single occurrence of not less than the amount referred to in **Item 11**. The policy must indemnify the Authority and the Custodian against all actions and demands of any kind arising from the use and occupation by the

Licensee and the Licensee's employees, agents, contractors and invitees of the Premises. The policy must note the Authority's interest.

11.2. Other Insurance

The Licensee will be responsible for insuring the Licensee's Improvements and all other property of the Licensee in the Premises.

11.3. General obligations not to increase Authority's or Custodian's insurance

The Licensee must not do, or permit to be done, anything that would result in any insurance in relation to the Premises being:

- (1) unenforceable;
- (2) voidable; or
- (3) likely to increase the rate of premium on any insurance taken out by the Authority and/or Custodian (except with the approval of the Custodian in writing).

11.4. Fire regulations

In relation to any Licensee's Improvements, the Licensee must comply with the terms of any insurance policy and any sprinkler and fire regulations.

11.5. Production of policy

The Licensee, in respect of any policy of insurance to be taken out by the Licensee, must, on request, produce to the Custodian either a:

- (1) policy of insurance; or
- (2) certificate of currency for the policy.

12. Indemnity and Release

12.1. Risk

The Licensee will occupy, use and keep the Premises at its own risk.

12.2. Indemnity

The Licensee indemnifies the Authority, the Custodian and their employees, agents and contractors against liability in respect of all claims, costs and expenses and for all loss, damage, injury or death to persons or property caused or contributed to by the Licensee and/or the Licensee's employees, agents and contractors except to the extent that the Authority or the Custodian has, through negligence or unlawful act or omission, caused the relevant loss, damage or injury.

12.3. Release

To the full extent permitted by law, the Licensee hereby releases the Authority, the Custodian and their employees, agents and contractors from all claims and demands of every kind and from all liability which may arise in respect of any death or injury to any person or any accident or damage to property of any kind or nature, in or near the Premises other than as may be caused by the wilful or negligent act of the Authority, the Custodian or their employees, agents or contractors.

13. No Compensation

At the expiration or termination of this Licence, the Licensee will not be entitled to receive any form of compensation from the Authority or Custodian in respect of any Licensee's Improvements or other property of the Licensee on the Premises.

14. No Assignment

14.1. No assignment, subletting or mortgage

The Licensee may not assign, transfer, sublet, licence or mortgage its' rights or interest in respect of this Licence or the Premises.

15. Default and Re-entry

15.1. Default by Licensee

Where the Licensee is in breach of any condition in this Licence, the Custodian may remedy the breach at any time without notice to the Licensee and without limiting the rights of the Custodian as a consequence of that breach. Where the Custodian so acts, all reasonable costs and expenses incurred by the Custodian (including reasonable legal costs on a solicitor and client basis) in remedying any breach, must be paid by the Licensee to the Custodian immediately upon written notification of the amount and, in default, the amount may be recovered in a court of competent jurisdiction.

15.2. Termination for breach

Where:

- (1) any instalment of the Licence Fee or other money payable by the Licensee to the Custodian is 21 days in arrears (in case of the Licence Fee whether or not demand has been made for it);
- (2) a notice has been served on the Licensee by, or on behalf of, the Custodian specifying a breach of this Licence and, if applicable, that breach has not been remedied or compensated for in accordance with the notice, provided the notice has allowed at least 21 days in which to remedy or compensate; or
- (3) the Licensee:

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- (a) becomes bankrupt or is subject to an Insolvency Event;
- (b) makes any assignment for the benefit of creditors, or makes any arrangement with creditors for liquidation of the debts of the Licensee by composition or otherwise; or
- (c) being a company or an incorporated association, goes into liquidation either voluntarily or compulsorily (except for the purpose of reconstruction or amalgamation) or is wound up, dissolved or placed under official management, or a receiver or manager of any of its assets is appointed or an inspector is appointed under the *Corporations Act 2001* (Cth),

the Custodian may re-enter upon the Premises or any part of the Premises and terminate this Licence (but without prejudice to any rights or claim for damages which may have accrued to either party).

16. Licensee's Improvements and goods remaining after breach

16.1. Application

This clause applies:

- (1) where this Licence has been terminated or the Custodian has re-entered the Premises; and
- (2) in relation to any Licensee's Improvements or goods on the Premises which do not, on termination or re-entry, pass to the Custodian and which remain on the Premises for 21 days after the date of termination or re-entry.

16.2. Removal by Custodian

Custodian may, to the extent permitted by law:

- (1) remove any goods to which this clause applies from the Premises and store them in such place and manner as the Custodian thinks fit;
- (2) sell the Licensee's Improvements and/or goods and deduct from the proceeds, the Custodian's costs in removing, storing and/or selling them, and account to the Licensee for the balance;
- (3) remove and dispose of any Licensee's Improvements from the Premises and recover the cost of removal and/or disposal from the Licensee; and/or
- (4) retain any Licensee's Improvements and/or goods for its own use.

16.3. Payment of costs

The Licensee must pay to the Custodian, on demand, all reasonable costs and expenses of the Custodian in removing or storing Licensee's Improvements or goods.

17. Early Termination

This Licence may be terminated, without cause, by either party giving the other party 30 days written notice, or notice for such shorter period as agreed by the parties in writing. Neither party will have any action against the other in respect of termination of this Licence pursuant to this clause. The right to terminate early will not prejudice a claim by a party in respect of any breach of this Licence arising prior to termination. The Licensee will not be entitled to repayment of part or all of the Licence Fee or any other fee paid under this Licence in the event of termination of this Licence.

18. Essential Terms

18.1. Essential Terms

Each of the following covenants by the Licensee is an essential term of this Licence:

- (1) **clause 4.1** relating to payment of Licence Fee and **clause 5** regarding other payments to be made by the Licensee;
- (2) **clauses 8.1 and 8.2** relating to use of the Premises;
- (3) **clause 9.1** relating to alterations;
- (4) **clauses 10.3 and 10.4** relating to repair, maintenance and make good;
- (5) **clauses 11.1 and 11.3** relating to insurance;
- (6) **clause 14.1** relating to assignment, underletting and mortgaging; and
- (7) **clause 22.2** relating to payment of GST.

18.2. Acceptance of arrears

The acceptance by the Custodian of arrears or the late payment of Licence Fee or other monies does not constitute a waiver of the essential and continuing obligation of the Licensee to pay Licence Fee and other moneys during the Term on the dates specified in the Licence.

18.3. Breach of an essential term

The Licensee must compensate the Custodian in respect of any breach of an essential term of this Licence and the Custodian is entitled to recover damages from the Licensee in respect of such breaches. The Custodian's entitlement

under this clause is in addition to any other remedy or entitlement (including the right to terminate this Licence).

18.4. Loss on repudiation or breach

Where the Licensee's conduct (whether acts or omissions) constitutes:

- (1) a repudiation of the Licence; or
- (2) a breach of any covenant contained in the Licence,

the Licensee will compensate the Custodian for the loss or damage suffered by reason of the repudiation or breach.

18.5. Quantum of damages recoverable

The Custodian is entitled to recover damages against the Licensee in respect of repudiation or breach of covenant for the damage suffered by the Custodian during the entire Term.

18.6. Certain events of no effect

The Custodian's entitlement to recover damages is not affected or limited by any of the following:

- (1) if the Licensee abandons or vacates the Premises;
- (2) if the Custodian elects to re-enter or to terminate the Licence;
- (3) if the Custodian accepts the Licensee's repudiation; or
- (4) if the party's conduct constitutes a surrender by operation of law.

18.7. Custodian may remedy defaults

The Custodian may remedy without notice, any default by the Licensee under this Licence and whenever the Custodian elects to do so, all costs and expenses incurred by the Custodian (including legal costs and expenses) are to be paid by the Licensee immediately on notification.

19. Leases Act

19.1. Application of the Leases Act

19.1.1 If:

- (1) the Leases Act applies to this licence; and
- (2) there is an inconsistency between the provisions of the Leases Act and the provisions of this licence,

then, to the extent of any inconsistency, the provisions of the Leases Act will prevail.

19.1.2 The Licensee warrants that a Disclosure Statement complying with the Leases Act was supplied to the Licensee at least 14 days before this licence was entered into.

19.2. Approved handbook

The Licensee warrants that the Licensee was advised of the existence of the approved handbook and of its availability, as early as practicable in negotiations relating to this licence.

19.3. Standard provisions

The standard provisions in any regulations prescribed under the Leases Act do not apply to this licence.

19.4. Term of Lease less than 5 years

Where the Term (including any prior option period or option contained in this licence) is less than 5 years (as is otherwise required by the Leases Act), the Licensee warrants:

- (1) that it has been independently advised by a lawyer (as defined in the Leases Act and not acting for the Authority and/or the Custodian) of the Licensee's rights pursuant to section 104 of the Leases Act; and
- (2) that the lawyer has provided a certificate as required by section 104 of the Leases Act.

20. Common Area

20.1. Common Area

Subject to **clause 20.2**, the Licensee and all persons authorised by it, will, at all times, have the right to use the Common Area as ancillary to its occupation of the Premises and, in common with other persons having rights to be on the Premises:

- (1) to enter and leave the Premises;
- (2) to load or unload vehicles in any area designated for the purpose by the Custodian; and
- (3) to park private motor vehicles or cycles in such a place and for such a time as the Custodian designates from time to time.

20.2. Control of Common Area

The Common Area will, at all times, be subject to the control of the Custodian who has, subject to this Licence, the right from time to time to establish, modify and enforce reasonable rules in this regard.

21. Guarantee and Indemnity

21.1. Guarantee

The Guarantor guarantees to the Authority and/or the Custodian the due payment of all moneys due under this and the due performance by the Licensee of all the covenants and terms of this Licence by the Licensee.

21.2. Indemnity

21.2.1 The Guarantor indemnifies the Authority and/or the Custodian and agrees to keep the Authority and/or the Custodian indemnified from all damages and all costs, losses and expenses which the Authority and/or the Custodian may suffer or incur from any breach or non-observance by the Licensee of any of the covenants and terms in this Licence.

21.2.2 The Guarantor agrees that this indemnity continues and the Guarantor remains liable to the Authority and/or the Custodian notwithstanding that as a consequence of breach or non-observance by the Licensee the Authority and/or the Custodian has exercised any of its rights including its right of re-entry and notwithstanding that the Licensee (being a company) may be wound up or (being a natural person) may be declared bankrupt and notwithstanding that the guarantee now given may for any reason be unenforceable.

21.3. Not affected by time or other indulgence

The liability of the Guarantor is not affected by the granting of time or other indulgence or concessions to the Licensee or by the compounding, compromise, release, abandonment, waiver, variation, relinquishment or renewal of any of the rights of the Authority and/or the Custodian against the Licensee or by any neglect or omission to enforce such rights or by anything, which under the law relating to sureties would or might but for this clause release the Guarantor from his obligations.

21.4. Continuing guarantee

The guarantee and indemnity now given are to continue until the due performance and observance by the Licensee of all the terms and conditions of this Licence.

21.5. Limitation

Without limiting clause 21.4, where this clause is found to be illegal, void or unenforceable, it is to be read down, if possible to be legal, void or enforceable.

22. GST

22.1. GST definitions

In this clause:

Act means the *A New Tax System (Goods and Services Tax) Act 1999* (as amended) and any regulation made under that Act;

GST, Taxable Supply, Input Tax Credit, Supply and Tax Invoice have the same meaning as in the Act;

GST Rate means 10% or if the rate at which GST is calculated under the Act changes, the rate applicable at the relevant time.

Payment includes consideration in the form of money given or received and in a form other than money given or received.

22.2. Payment of GST

A party making Payment to another party for a Taxable Supply under this Licence must pay to the other party at the same time, an additional amount equal to the amount of the Payment multiplied by the GST Rate.

22.3. Reimbursements

When calculating the amount of:

- (1) any reimbursement to a party under this Licence; and
- (2) the indemnification under this Licence of an expense, loss or liability incurred or to be incurred by that party,

the other party may include the GST paid or payable on the Supply giving rise to the amount, but if that party includes the GST that party must deduct the amount of any Input Tax Credit from the amount paid.

22.4. Tax invoice

A party receiving a Payment of GST under this clause must provide a Tax Invoice to the party making the Payment either before or at the same time as the Payment is received.

23. Special Conditions

23.1. Special Conditions

The parties agree that the provisions of this Licence are varied as set out in **Item 16**.

23.2. Inconsistency

Where there is any inconsistency between the terms of this Licence and **Item 16**, the provisions of **Item 16** will prevail.

24. Miscellaneous

24.1. Public Land

If the Land is Public Land, this Licence is conditional upon agreement in writing being obtained prior to the Commencement Date from the Conservator of Flora and Fauna.

24.2. No waiver

Failure or omission by the Custodian at any time to enforce or require strict or timely compliance with any provision of this Licence will not:

- (1) affect or impair that provision in any way;
- (2) affect the right or remedy that the Custodian may have in respect of that provision; or
- (3) act as a waiver of any other breach by the Licensee.

24.3. Entire Agreement

This Licence contains the entire agreement between the parties in relation to the Premises and supersedes any prior representation, negotiations, writing, memoranda and agreements.

24.4. Variation

This Licence may be varied only by the written agreement of the parties prior to the expiration of this Licence.

24.5. Severability

Any provision of this Licence that is illegal, void or unenforceable will not form part of this Licence to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Licence will not be invalidated by an illegal, void or unenforceable provision.

24.6. Governing law

This Licence is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

24.7. Compliance with laws

The Licensee must comply with the laws from time to time in force in the Territory.

24.8. Notices

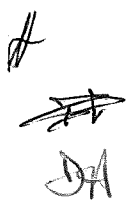
24.8.1 Any notice, including any other communication, required to be given or sent to either party under this Licence must be in writing. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address.

24.8.2 In addition, where a notice is given by either party to repair or replace, the notice may be sent by electronic mail to an electronic mail address provided to the transmitting party and is deemed to be served at the time the email was sent.

24.9. Authority to complete

The Licensee authorises the Custodian and its solicitors to complete any blanks with a proper date or details and to make any formal correction necessary to this Licence.




Schedule 1

- Item 1:** Licensee: **VILLAGE OF HALL AND DISTRICT
PROGRESS ASSOCIATION
INCORPORATED**, ABN: 73 469 961 467,
of PO Box 43 Hall, in the Australian Capital
Territory;
- Item 2:** Custodian: **AUSTRALIAN CAPITAL TERRITORY**,
the body politic established by section 7 of the
*Australian Capital Territory (Self-Government)
Act 1988 (Cth)* represented by the Chief
Minister, Treasury and Economic Development
Directorate ("*Territory*");
- Item 3:** Land: Block 2 Section 20 Division of Hall;
(also known as Block 303 District of Hall)
- Item 4:** Premises: The outlined area on the Plan annexed at
Schedule 4 being a total area of approximately
5,575m² which includes a pavilion building
including toilet facility, for tennis court
including shed, parking and land located on
Block 2 Section 20 Hall.
- SDMS Licence ID Number 2871.....
- Item 5:** Term: 5 years
- Item 6:** Commencement Date: 1 July 2016
- Item 7:** Expiry Date: 30 June 2021
- Item 8:** Licence Fee: Five (5) cents per annum if and when demanded;
(Note: The Licence Fee
is additional to the fee
charged for applying
for the Licence which
the Minister determines
under the *Planning and
Development Act 2007*
(ACT).)
- Item 9** Licence Fee Review:
- (a) Licence Fee Review Dates: Not applicable;

(b) Method of Licence Fee review: Not applicable;

Item 10: Permitted Use: Management and operation of a hall hire facility for community activities in accordance with the Management Agreement at Schedule 7;

Item 11: Public Liability Insurance: ~~\$20 million~~ - All insurance required of it by law.
\$10 million N.L. 

Item 12: Option Term: Not applicable;

Item 13: Interest Rate: 5%;

Item 14: Guarantor: Not applicable

Item 15: Address for Notices: **For the Planning and Land Authority:**
Senior Manager
Lease Administration
Planning Delivery Division
Environment & Planning Directorate
16 Challis Street
Dickson ACT 2602

For the Custodian:
Senior Manager
Chief Minister, Treasury and Economic
Development Directorate
ACT Property Group
PO Box 777
Fyshwick ACT 2609
Ph: 6213 0700
E: actpg@act.gov.au

For the Licensee:
Village of Hall and District Progress Association
Incorporated
PO Box 43
Hall ACT 2618
Contact: President, David Hazlehurst

Item 16 Special Conditions: Refer to Schedule 5 - Special Conditions;

Item 17 Variations:

Clause 17 – Early Termination is deleted and replaced with the following:-

17. Early Termination

This Licence may be terminated, without cause, by either party giving the other party six months written notice or such shorter period as agreed by the parties in writing. Subject to clause 11.5, neither party will have an action against the other party in respect of termination of this Licence pursuant to this clause. The right to terminate early will not prejudice a claim by a party in respect of any breach of the Licence occurring prior to termination.

Schedule 2 – Licence Fee Review

1. The Licence Fee will be reviewed effective from each Licence Fee Review Date in accordance with the method of Licence Fee review noted next to the relevant Licence Fee Review Date in **Item 9(a)**.
2. Each method of Licence Fee review will have the meaning and procedure set out in this Schedule.
3. **CPI Review**

- (1) “CPI Review” means a Licence Fee adjustment in accordance with the following Consumer Price Index formula:

$$\text{NYLF} = \text{OYLF} \times \frac{\text{NCPI}}{\text{OCPI}}$$

Where:

- “NYLF” is the new Licence Fee payable by the Licensee to the Custodian commencing from the Licence Fee Review Date;
- “OYLF” is the Licence Fee payable by the Licensee to the Custodian immediately preceding the Licence Fee Review Date;
- “NCPI” is the last published Consumer Price Index prior to the Licence Fee Review Date;
- “OCPI” is the Consumer Price Index as published prior to the date upon which the Licence Fee was most recently reviewed, varied or set pursuant to the terms of the Licence or any previous Licence (or previous Licences) which contained an option to renew (or a chain of options to renew) which gave rise to this Licence.

4. **Consumer Price Index**

- (1) “Consumer Price Index” means the Consumer Price Index for Canberra (All Groups) as published by the Australian Statistician (or such person or office which fulfils the relevant function fulfilled by the Australian Statistician at the commencement of the Licence). In the event that the Consumer Price Index is adjusted (for example by changing the base index number or changing the year of the base index number), or there is any suspension or discontinuance of the Consumer Price Index by the Australian Statistician, then the Consumer Price Index will mean such index figure or statistic published at the relevant dates in the Australian Statistician’s summary of Australian statistics which reflects fluctuations in the cost of living in Canberra and which the parties may mutually agree upon, and if they are unable to agree then such index figure or statistic as may be determined by the President for the time being of the

Australian Property Institute or some person nominated by the President whose decision will be conclusive and binding. This definition will apply notwithstanding that there may be significant changes over time in the composition and weighting of the items by reference to which the Consumer Price Index is calculated.

- (2) The Licensee must continue to pay the current instalments of the Licence Fee due until the new Licence Fee is determined. Within 21 days after the Custodian has notified the Licensee the new Licence Fee, the Licensee must adjust and pay the amount due to the Custodian as Licence Fee from the Licence Fee Review Date.

5. **Licence Fee Increase by X%**

- (1) "Licence Fee Increase by X%" (where X% is a specified percentage figure) means a Licence Fee adjustment in accordance with the following formula:

$$\text{NYLF} = \text{OYLF} \times \frac{100 + X}{100}$$

Where:

"NYLF" is the new Licence Fee payable by the Licensee to the Custodian commencing from the Licence Fee Review Date;

"OYLF" is the Licence Fee payable by the Licensee to the Custodian immediately preceding the Licence Fee Review Date;

"X" is the specified percentage in **Item 9**.

- (2) The Licensee must continue to pay the current instalments of the Licence Fee due until the new Licence Fee is determined. Within 21 days after the Custodian has notified the Licensee of the new Licence Fee, the Licensee will adjust and pay the amount due to the Custodian as Licence Fee from the Licence Fee Review Date.

6. **Market Review**

- (1) "Market Review" means an adjustment to the Licence Fee that could reasonably be expected to be paid for the Premises if unoccupied and offered for licence for the use set out in **Item 10**.
- (2) The Custodian will, not earlier than 4 months prior to the Licence Fee Review Date to which Market Review applies, give the Licensee a notice in writing stating the amount which, in the Custodian's opinion, is the market licence fee for the Premises as at that Licence Fee Review Date.

- (3) The Licensee is taken to have agreed to the market licence fee stated in that notice unless within 28 days of receiving the notice, the Licensee gives the Custodian a notice disputing the market licence fee.
- (4) If the Licensee gives the Custodian a notice under clause 6(3) disputing the market licence fee, the parties must negotiate in good faith to agree the market licence fee.
- (5) If, 14 days after the Licensee tells the Custodian that the Licensee disputes the proposed licence fee applicable from the Licence Fee Review Date either party may ask the President of the Australian Property Institute (Canberra Chapter) to appoint a valuer with at least 5 years' experience to determine the market licence fee having regard to the current market licence fee.
- (6) The valuer must act as an independent expert and not as an arbitrator, and give written reasons for the decision. The parties must share the valuer's costs equally.
- (7) The valuation of the market licence fee must take into account:
 - (a) the terms of the Licence;
 - (b) other matters relevant to the assessment of current market licence fee;
 - (c) the use of the Premises under the Licence; and
 - (d) licence fee concessions or other benefits frequently or generally offered to prospective licensees of similar Premises,
 - (e) and must assume that the Premises are unoccupied, but it must not take into account the value of any goodwill or the Licensee's Improvements.
- (8) Until the dispute is resolved, or a right is lost, the Licensee must pay the old Licence Fee. Any adjustment is calculated from the Licence Fee Review Date. The Licensee must pay any adjustment, or the Custodian must credit the Licensee with it, when the next monthly payment is due.

7. Wage Price Index

- (1) "Wage Price Index" (WPI) means the *Wage Price Index: Total Hourly Rates Of Pay Excluding Bonuses* for the Australian Capital Territory as published by the Australian Bureau of Statistics under ABS Catalogue no. 6345.0 or such other index as the Australian Bureau of Statistics may replace it with from time to time, under the following formula:

$$R_n = R_o \times \frac{WPI_n}{WPI_o}$$

Where:

Rn	Licence Fee from the Licence Fee review date
Ro	Licence Fee immediately prior to the Licence Fee review date
WPI _n	WPI for the quarter in which the Licence Fee review date falls or, if the WPI for the quarter in which the Licence Fee review date falls has not been published by the Review Date, the WPI for the preceding quarter.
WPI _o	WPI for the quarter in which the previous Licence Fee review date fell or, in the case of the first Licence Fee review date, the WPI for the quarter in which the Commencement Date fell.

Schedule 3 – SDMS Plan

LICENCE : 2871

DISTRICT: HALL

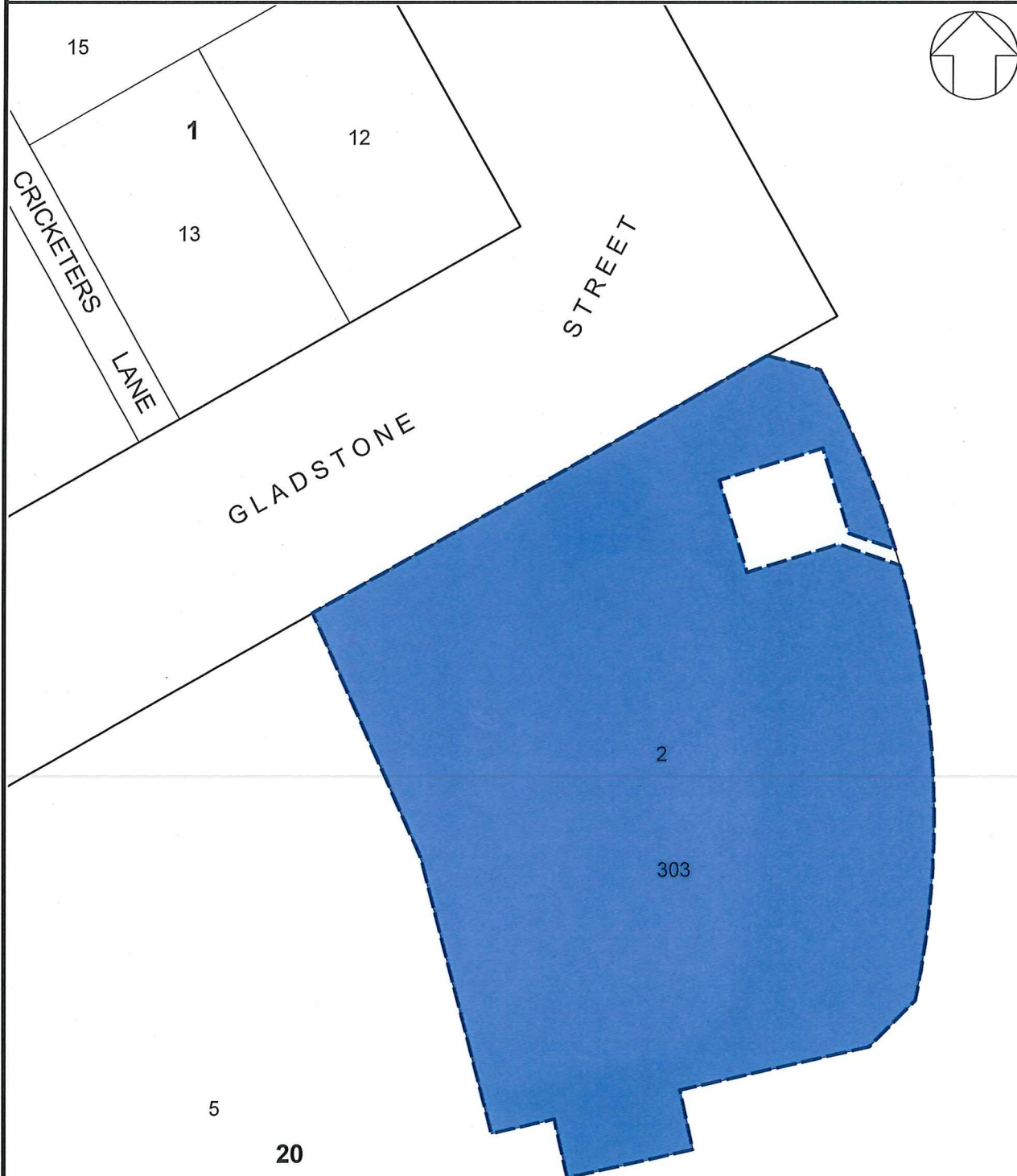
DATE: 24/8/2016

DIVISION: HALL

SECTION No.: 20

BLOCK No.: 2 (pt)

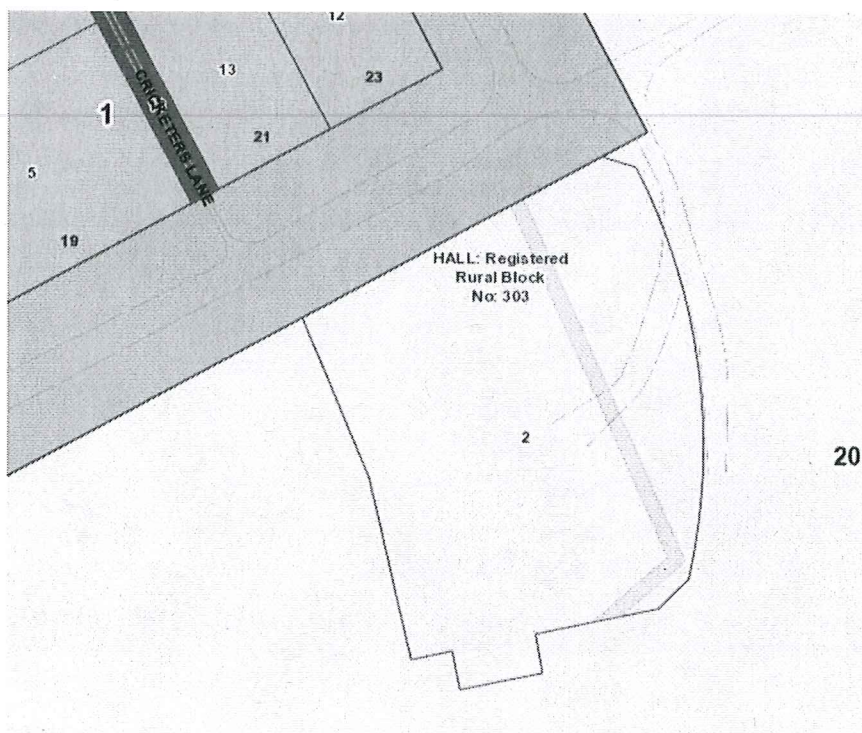
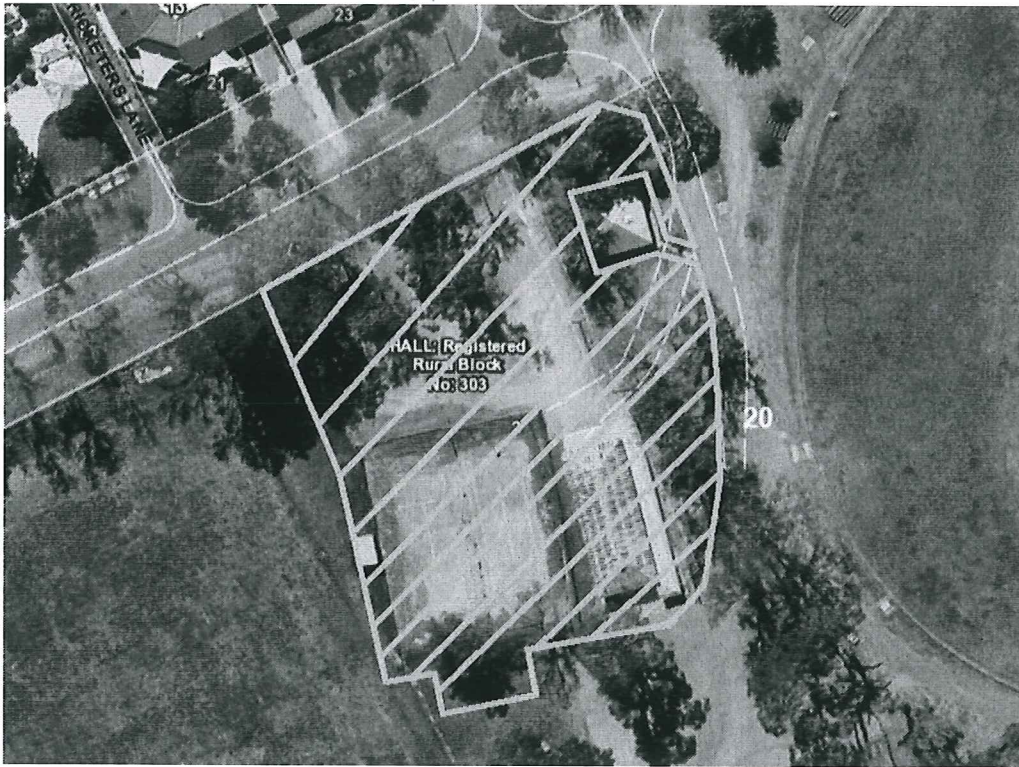
RURAL BLOCK No.: 303



Schedule 4 – Plans

Block 2 Section 20 Division of Hall

(also known as Block 303 District of Hall)



Schedule 5 – Special Conditions

1. Management of the Toilet Block:

- a) Day to day management of the toilet block will be undertaken by the ACT Government, Active Canberra division. This includes regular cleaning and stocking of supplies.
- b) If the Licensee's hirer wishes to use the toilet block it must be booked through Active Canberra.
- c) If the Licensee's hirers use the toilet block, the Licensee will be responsible for the pre and post-cleaning and stocking of the large toilet block.
- d) The Licensee will be responsible for the water and electricity supply and consumption designated as 'Shared' in accordance with the following table. Other designations are indicative and based on current arrangements that may change during the term of the Agreement.

Responsibility	Water	Electricity
Pony Club	Active Canberra	Shared
Pavilion (3 cisterns, 2 showers)	Shared	
Grounds (except football oval)		Active Canberra
Public toilets (8 cisterns, 4 showers)		
Polo-cross	Polo-Cross	Active Canberra

- e) The Licensor will enable any electricity account to be included in the ACT Government Retail Electricity contract, including any discount or benefit provided as part of that contract.
- f) The Licensee will ensure that the accounts are maintained and paid in a timely manner.




Schedule 6

DISTRIBUTION OF LICENSOR AND LICENSEE RESPONSIBILITIES IN RELATION TO STATUTORY OUTGOINGS, SERVICE CHARGES AND GENERAL CHARGES

Details of Charges	Percentage of Licensor responsibility (A)	Percentage of Licensee responsibility (B)
SECTION 1 - STATUTORY OUTGOINGS		
Land Tax	100%	0%
General rates	100%	0%
Water and Sewerage rates	0%	100%
SECTION 2 - SERVICE CHARGES		
Electricity	0%	100%
Gas	0%	100%
Water Usage	0%	100%
Telephone and Communications	0%	100%
Cleaning – General – Pavilion	0%	100%
Cleaning – General - Other		100%
Cleaning – Toilet and Toilet requisites – Pavilion building	0%	100%
Cleaning – Toilet and Toilet requisites – Toilet Block	100%	0% Except where the Licensee uses the toilet block as part of an event/activity.
Cleaning - windows Internal	0%	100%
Cleaning - windows external	0%	100%
Rubbish removal/trade waste bins	0%	100%
Grease trap/triple inceptor – cleaning and emptying	N/A	N/A
Insurance - Plate glass	100%	0%
Insurance - Public Liability	0%	100%
Landscaping/Gardening/grounds maintenance	0%	100%
After hours Air-Conditioning	N/A	N/A

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Air-Conditioning System Maintenance and Repairs (7 heaters on site)	0%	100% At minimum annual maintenance inspection and repairs to the value of \$500 ex GST per event.
Air-Conditioning System Replacement	100% Except where the Territory determines that: 1. maintenance is required as a result of use or misuse of Air-Conditioning System by the Licensee, or 2. the unit has not been installed by the Territory	0% Except where the Territory determines that: 1. maintenance is required as a result of misuse of Air-Conditioning System by the Licensee, or 2. the unit has not been installed by the Territory
Provision and maintenance of electronic Security system - Premises	0%	100%
Pest Control	0%	100%
SECTION 3 - GENERAL CHARGES		
Insurance - Building	100%	0%
Fire Brigade Monitoring	100%	0%
Fire Protection & Fire Extinguishers	100%	0%
Security - Building	0%	100%
Signage - Internal	0%	100%
Painting	0% Except where the Territory determines painting is required as a result of fair wear and tear of the building	100% To meet Licensee's operation requirements
Lifts	N/A	N/A
Locks and Keys	100% For initial keys and changes initiated by the Territory	100% To meet Licensee's operation requirements, for additional key copies, and replacement of lost/damaged keys.
Floor coverings	0% Except where the Territory determines floor replacement is required as a result of fair wear and tear of the building	100% Within own premises to meet Licensee's operational requirements
Lighting - Fittings	100%	0%
Lighting - Tubes, globes and starters	0%	100%

Schedule 7 – Rules

1. All requests for consents or approvals required from the Licensor, all notices required to be given by the Licensee to the Licensor and all enquiries, complaints and suggestions which the Licensee may wish to communicate to the Licensor, are to be in writing to the Contact Officer named in Item 15.
2. The Licensee must keep all doors and other means of access to the Premises securely fastened when the Premises are left unoccupied. The Licensor reserves the right to enter the Premises and fasten them if they are left insecurely fastened.
3. The Licensee must ensure that, at all times, the Licensor has a current address and telephone number at which the Licensee, or a responsible representative of the Licensee, can be reached when the Licensee or representative is not in the Premises.
4. No curtains, window blinds, window screens or awnings may be erected without the approval of the Licensor.
5. The Licensee must not cause obstruction in the Common Area.
6. The Licensee shall ensure that all persons under its control and all persons invited onto the Land by the Licensee use all services, including bathroom and toilet facilities, in the Common Area and in the Premises in a reasonable manner which does not damage or cause blockages to such services.
7. No rubbish or waste may, at any time, be burnt on the Premises or in the Building.
8. The Licensee may not conduct, or permit to be conducted, on the Premises any auction, bankrupt or fire sale.
9. The Licensee may not use or permit the Common Area to be used for any business or commercial purpose or the display or advertisement of any goods or services.
10. The Licensee must, at the Licensee's own expense, replace all electrical light bulbs and globes and tubes which may become damaged or broken or fail to light in the Premises.
11. The Licensee must not use the Premises as a residence or sleeping place.
12. The Licensee must not keep on the Premises any animals, fishes, reptiles or birds.
13. In respect of the Premises where heating is supplied by the Licensor, the Licensor must endeavour to keep the System in working order between the hours of 8:00am and 5:30pm Monday to Friday excluding public holidays.
14. The Licensee may not smoke or permit any person to smoke any form of tobacco or similar substance in the Premises or the Building.

15. The Licensee must comply with any fire management plan produced by the Licenser which is made known to the Licensee or, if reasonably required by the Licenser, the Licensee will produce its own fire management plan.
16. The Licensee will participate in any fire management exercise conducted by the Licenser, of which the Licensee has received reasonable notice.
17. The Licensee shall ensure that all persons under its control and all persons invited onto the Land by the Licensee do not discharge fire extinguishers or trigger alarms in the Common Area or in the Premises without reasonable cause.
18. The Licensee must maintain and mow any nature strips or other public land immediately adjacent to the Land to the reasonable satisfaction of the Licenser.

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A
EP
DH

Schedule 8 – Hall Management Agreement

BACKGROUND

- A. The Licensee has agreed to manage the Premises on the terms and conditions set out in this Agreement.
- B. The Licensor has established the Premises primarily to provide hireable space for community activity and events run by not-for-profit community organisations, members of the community or any other person or organisation to be determined by the Licensee from time to time in accordance with this deed.

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

The following definitions apply in this Agreement, unless the context otherwise requires.

Agreement means this agreement

Community Activity Centre has the same meaning as described in the Territory Plan and means the use of land by a public authority or a body of persons associated for the purpose of providing for the social well being of the community.

Services means the services undertaken by the Licensee on behalf of the Licensor described in this Schedule

2. Services

2.1 Performance of Services

- (1) The Licensor engages the Licensee to perform the Services in accordance with the provisions of this Agreement.
- (2) The Licensee will provide the following services under this Agreement:

- a) Provision of a hireable community activity space for community use
- b) Administering the rental of the Hall to organisations and individuals including financial transactions
- c) Setting rental rates for the hire of the Hall, in consultation with the Licensor
- d) Promoting the availability of the Hall for hire to the local and broader community
- e) Ensuring risks to the organisation, ACT Government and hirers are identified and addressed appropriately
- f) Provision of reports and advice to Government, when applicable or requested.

2.2 Care and skill

The Licensee must perform the Services to the standard of care and skill expected of a person who regularly acts in the capacity in which the Licensee is engaged and who possesses the knowledge, skill and experience of a person qualified to act in that capacity.

2.3 Directions from Licensor

In performing the Services, the Licensee will comply with the law and with any reasonable directions from the Licensor in respect of the management, operation or permitted use of the Premises.

2.4 Equipment

The Licensee must provide all equipment in performing the Services, unless otherwise stated in this Agreement or the Licence, or unless approval has been given by the Licensor's Contact Officer to use specified Licensor equipment.

2.5 Management

The Licensee shall manage the Premises in the following manner:

- (1) The Licensee should as far as reasonably possible ensure that the Premises are available for hire by a broad range and number of community groups and individuals, and avoid entering into long term exclusive arrangements with a small number of users to the exclusion of others.
- (2) The Licensee shall permit the Premises or the Land to be used only for the purposes of a Community Activity Centre and other purposes as the Licensor may reasonably permit in writing;
- (3) The Licensee may hire out the Premises to individuals, not-for-profit community groups and commercial operators for uses not inconsistent with a Community Activity Centre;
- (4) The Licensee must document the hiring arrangement by way of a rental agreement with the hirer;

[Handwritten signatures and initials]

- (5) The Licensee will maintain appropriate information in relation to hire of the facility including: establishing a contact phone number and email address for the facility; advertising the hall for hire through a website or other electronic means; developing documentation for hirers including booking form, terms and conditions of hire, policies and procedures and any other relevant documents; ensuring appropriate risk assessment process are in place for hirers; ensuring separate financial and administrative records on the hire of the facility are in place;
- (6) The Licensee must provide, upon request from the Lessor, information about hiring arrangements, hiring fees and bookings. The purpose is to enable the Lessor to assess the Licensees delivery on the services of the community activity centre in this Licence;
- (7) The Licensee shall at all times use its best endeavours to ensure that all services and utilities servicing it, including but not limited to water, electricity and gas, are maintained to a standard reasonably expected for the use and operation of the Premises for a Community Activity Centre or any use the Licensee reasonably determines from time to time;
- (8) In carrying out its obligations the Licensee will use its best endeavours to ensure that the Premises and all services and utilities servicing it are kept reasonably clean, tidy, well maintained, repaired and functional at all times;
- (9) During the Term, the Licensee will maintain, repair and replace, when necessary, all fixtures, fittings and furnishings provided by the Licensor in the number and condition as the Commencement Date;
- (10) The Licensee shall ensure that all users of the facility have appropriate arrangements in place to ensure the interests of the Territory and the Licensee are protected. While not exhaustive, this may include requirements such as: the holding of Public Liability Insurance coverage for a minimum of \$20 million per event; additional event based security; parking controls; and
- (11) Should the Licensee elect to provide Public Liability Coverage for hirers the Licensee must ensure that the certificate of currency from the insurer specifically recognise that coverage may be provided to third parties and any conditions, and implement an appropriate risk assessment process to determine when coverage will not be provided by the Licensee.

2.6 Access to Premises

- (1) The Licensee must give the Licensor and any person authorised by the Licensor access to Premises for the purposes of carrying out inspections to determine the Licensee's compliance with this Agreement;
- (2) The Licensee shall do all things reasonably requested by the Licensor to facilitate the Licensor carrying out such inspections including but not

limited to providing access to the Premises at reasonable times;

- (3) In carrying out inspections under this clause, the Licensor shall use its best endeavours to minimise disruption and inconvenience to the Premises, the Licensee and the users of the Premises and not cause the Licensee to breach its obligation to users of the Premises; and
- (4) The rights of the Licensor under this clause 2.6 are subject to:
 - a) the provision of reasonable prior notice by the Licensor (except where the Licensor believes that there is an actual or apprehended breach of the law;
 - b) access being sought during reasonable times (except where the Licensor believes that there is an actual or apprehended breach of the law) or this Agreement; and
 - c) the Licensee's reasonable security procedures.

2.7 Financial statements

- (1) The Licensee shall provide a financial statement to the Licensor at the conclusion of each financial year including details of:
 - a) current rental changes;
 - b) occupancy rates;
 - c) total revenue received; and
 - d) costs incurred in managing the facility.
- (2) At the time of providing the financial statements, the Licensee shall warrant that all information contained within them is accurate and complete.

3. General

3.1 Conflict of interest

The Licensee:

- (1) warrants that, at the date of entering into this Agreement, no conflict of interest exists or is likely to arise in the performance of the Services and of its other obligations under this Agreement; and
- (2) must, if a conflict, or risk of conflict, of interest arises during the Term:
 - (a) notify the Licensor immediately of that conflict or risk, and
 - (b) comply with any requirement of the Licensor to eliminate or otherwise deal with that conflict or risk.

3.2 No employment, partnership or agency relationship

- (1) Nothing in this Agreement constitutes the Licensee, or its employees,

agents or invitees as employees, partners or agents of the Licensor or creates any employment, partnership or agency for any purpose.

- (2) The Licensee must not represent itself, and must ensure its employees, agents and invitees do not represent themselves, as being employees, partners or agents of the Licensor.

19. Executed as an Agreement


DATE OF THIS AGREEMENT 9 September 2016

SIGNED for and on behalf of the
PLANNING AND LAND AUTHORITY

in the presence of:

..... Natalie Lacey
Signature of Witness

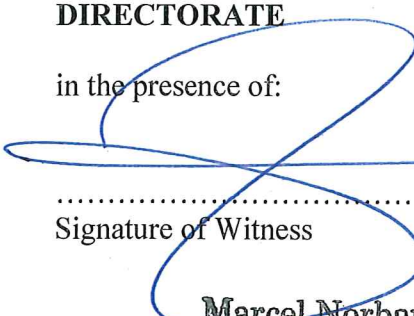
..... Natalie Maree Lacey
Print name

..... 
Signature of Authorised Officer

..... SAMUEL ZELLER
Print Name

SIGNED for and on behalf of the
CHIEF MINISTER, TREASURY AND
ECONOMIC DEVELOPMENT
DIRECTORATE

in the presence of:

..... 
Signature of Witness

..... Marcel Norbart
Print name

..... 
Signature of Delegate

..... Tania Shaw
Print Name Senior Manager
ACT Property Group



Print name

) BRENTON PHILP, SECRETARY
)
) Print name and position

Note:

Date: _____ Must be dated on the date the last party signs the Licence or, if signed counterparts of the Licence are exchanged, the date of exchange. Also date the cover page.

Individual: Must be signed by the individual Licensee and witnessed.

Incorporated Association: Must be signed in accordance with the association's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the company's constitution.