

# Joondalup Business Incubator

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ABN 68 472 694 368

## Licence Agreement

AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ BETWEEN the  
Business Development Association (North West Metro) Inc , Barron Court Joondalup

(Licensor) and \_\_\_\_\_

of \_\_\_\_\_(Licensee)

of the Other Part.

### WHEREBY IT IS AGREED AS FOLLOWS

#### 1. LICENSED AREA

The Licensor grants to the Licensee, subject to the right of termination hereinafter contained, Licence to use for a term being no less than 3 months and not more than 12 months from the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ part of the office premises in the Building the subject of the Head Lease being office/suite \_\_\_\_\_ (“the Area”) as shown on the plan attached to this Licence having an area of approximately \_\_\_\_\_ square metres together with the non-exclusive right to use the Shared Facilities for office purposes only.

#### 2. LICENCE FEES & SERVICE CHARGE:

- (i) During the subsistence of this Licence the Licensee shall pay to the Licensor in advance on the first working day in each month the sum of \$\_\_\_\_\_ per month, the first payment to be made on the signing hereof and apportioned as from the date of possession.
- (ii) During the subsistence of this Licence, the Licensee shall pay to the Licensor a proportion of the actual cost of the provision of the services referred to in section 6.1 hereof, calculated by reference to the proportion that the floor area of “the Area” bears to the entire area licensed in the Business Incubator plus a similar proportion that the floor area of the “the Area” bears to the entire Common Usage areas in the Business Incubator and following the procedures set out in sections 6.1 through to 6.5 inclusive.

- (iii) Prior to taking up occupancy, the Licensee shall lodge a bond equivalent to one months rent as specified in clause (i) of this section, to cover any arrears of rent or repairs to the Licensed area as provided for in this License.

The Bond shall be held in Trust for the Licensee with any interest earned thereon to be paid to the Licensor.

### **3. GRANT**

#### **3.1 Grant of Licence**

The Licensor grants to the Licensee a non-exclusive Licence to occupy and use the Licensed Area to the Licensee for the Term subject to the terms and conditions of this Licence.

#### **3.2 Right to Use Shared Facilities**

The Licensee also has the right to use the Shared Facilities in common with other occupiers of the Building as regulated by the Licensor in its absolute discretion. The Licensee may only use the Shared Facilities for the purposes specified from time to time by the Licensor, or, if not specified, for the purposes for which they are designed.

#### **3.3 Licence Subject to Third Party Rights**

This Licence is granted subject to all Third Party Rights.

#### **3.4 Quiet Enjoyment**

Subject to the Licensor's rights of termination contained in this Licence, for as long as the Licensee complies with the Licensee's obligations under this Licence, the Licensee may occupy and use the Licensed Area during the Term without disturbance or interference by the Licensor, except as permitted by this Licence or by law.

#### **3.5 No Breach of Covenant for Quiet Enjoyment**

The exercise by the Licensor of any right given by this Licence to terminate this Licence does not constitute a breach of the Licensor's covenant for quiet enjoyment. The Licensee is not entitled to the payment of any compensation or any other money by the Licensor if the Licensor exercises a right to terminate this Licence.

### **4. THE LICENSOR'S RIGHT TO TERMINATE**

#### **4.1 Termination**

The Licensor may terminate this Licence by giving the Licensee not less than 30 days written notice that the Licensor requires the use of the Licensed Area for other purposes. The Licensor may give a termination notice at any time and need not give reasons for the giving of a termination notice. The termination notice must state the date on which the Licence will terminate and this Licence will terminate on the date stated in the notice.

#### **4.2 Relocation**

If this Licence is terminated under clause 4.1, the Licensor may (but is not obliged to do so) identify a replacement part of the building which can be used to relocate the Licensee and, if such replacement part is available for the purpose required by the Licensee, the Licensor will grant a substitute Licence of that replacement part to the Licensee to enable the Licensee to be relocated, subject to the parties agreeing the

terms and conditions of the substitute Licence. The Licensor may decide in its absolute discretion whether any replacement part of the Building is available for the purpose required by the Licensee.

## **5. LICENCE FEE AND OTHER PAYMENTS**

- 5.1 The Licensee must pay the Licence Fee to the Licensor, without demand, deduction or right of set-off by equal monthly installments in advance on the first day of each month. If necessary the first and last installments will be apportioned on a daily basis. The first installment must be paid on the Commencement Date. All instalments must be paid as the Licensor directs.
- 5.2 The Licence Fee may be reviewed annually on each anniversary of the commencement Date (“Review Date”) in the absolute discretion of the Licensor.
- 5.3 Until the determination of the Licence Fee has been made the Licensee will continue to pay the Licence Fee at the same rate as applied immediately before the Licence Review Date. Any variation to the Licence Fee as a result of a review under Clause 3 will take effect on the relevant Review Date. Within 14 days of the determination the Licensor will refund any over paid Licence Fees or the Licensee will pay the shortfall.

## **6. OUTGOINGS**

### **6.1 Energy Services**

The Licensee must pay the charges of any energy supplier as outlined in Section 2 (ii). Such payments must be made as required by the Licensor whenever the charges become payable.

### **6.2 Telecommunications Services**

The Licensee must pay for all charges in respect of the connection and use of all telecommunications services to the Licensed Area. These arrangements are made directly between the Licensee and the Telecommunications service provider and do not involve the Licensor in any way.

### **6.3 Office Administration Fees**

The Licensee must pay to the Licensor or as the Licensor requests all Office Administration Fees as notified and amended from time to time by the Licensor. Such fees will include but are not limited to services such as photocopying, binding, laminating, typing and bookkeeping.

### **6.4 Non-Payment**

If the Licensee does not pay to the relevant supplier or to the Licensor any amount required for energy services, the Licensor may discontinue the supply until the Licensee has paid that amount and any accrued interest, fines, penalties and other charges for the reconnection of supply.

### **6.5 Service Charges**

If required by the Licensor the Licensee must pay all charges for all other Services which are imposed in respect of the Licensed Area either to the supplier or, in the case of any such charges imposed on the Licensor, to the Licensor as required by the Licensor whenever the charges become payable.

## **7. MAINTENANCE AND CLEANING**

### **7.1 General Obligations**

The Licensee must at all times:

- (a) maintain the Licensed Area and the Licensor's property in a good condition (subject to fair wear and tear);
- (b) ensure the Licensed Area is kept in a safe condition; and
- (c) promptly repair any damage to the Licensed Area or the Licensor's Property caused by the Licensee.

### **7.2 Cleaning**

The Licensee must:

- (a) keep the Licensed Area clean and tidy; and
- (b) keep the aisles and passages surrounding the Licensed Area clean and tidy.

## **8. USE OF LICENSED AREA**

### **8.1 Permitted Use**

The Licensee may only use the Licenses Area for the Permitted Use unless the Licensor consents to another use.

### **8.2 The Licensee's Own Inquiries**

The Licensee has relied on the Licensee's own inquiries about how the Licensed Area may be used and not on any representation from the Licensor.

### **8.3 No Warranty by Licensee**

- (a) The Licensor does not give any warranty of any kind that the Licensed Area is suitable for any purpose for which the Licensee intends to use it. Any warranty in relation to the Licensed Area which is implied by law is excluded to the extent that the law permits the warranty to be excluded.
- (b) The Licensee specifically recognises and acknowledges that the business venture to be undertaken by the Licensee depends upon the ability of the Licensee as an independent business person, as well as other factors such as market and economic conditions beyond the control of the Licensor and the Licensee. The Licensee acknowledges that success or failure of the Licensee's business will not depend on the Licensor's performance. The Licensor makes no representations or warranties as to the likely success of the Licensee's business.

### **8.4 The Licensor Not Liable**

The Licensor is not liable to the Licensee and the Licensee will not make a claim against the Licensor in respect of any liability resulting from any accident, death, injury, damage (including water damage), malfunction or other event in or effecting the Licensed Area unless caused by the negligence of the Licensor or any employee, contractor or agent of the Licensor.

## **9. GENERAL OBLIGATIONS AND RESTRICTIONS**

### **9.1 Obligations**

The Licensee must:

- (a) use the Licensed Area for the Permitted Use in a proper and safe manner;
- (b) comply with all relevant requirements of any Authority and every law in connection with the Licensed Area and the Licensee's Property;
- (c) promptly give the Licensor a copy of every notice from any Authority received by the Licensee relating to the Licensed Area;
- (d) immediately notify the Licensor if the Licensee becomes aware of anything which is a threat to the Licensed Area and comply with the Licensor's directions for the purpose of protecting property or persons in the Licensed Area; and
- (e) promptly inform the Licensor after becoming aware of any damage to the Licensed Area or of the faulty operation of any Services.

### **9.2 Restrictions**

In connection with the Licensed Area, the Licensee must not (and may not permit anyone else to) except with the Licensor's consent;

- (a) alter any part of the Licensed Area or the Building;
- (b) modify or interfere with the facilities for the provision of Services to the Building or any equipment connected to those facilities;
- (c) interfere with or obstruct the operation of or access to the Services;
- (d) cause damage to the Licensed Area or the Licensor's Property;
- (e) store or use inflammable or explosive substances in the Licensed Area;
- (f) use any facilities in or near the Licensed Area, including pipes and drains, for any improper purpose;
- (g) put up any advertisements or any signs in the Licensed Area not relating to safety;
- (h) use the Licensed Area for any activity which is an Excluded Purpose or which is dangerous, offensive or illegal or which is or may become a nuisance or annoyance to anyone;
- (i) create any noise or other disturbance which interferes with the use by any other person of land which adjoins or is near to the Licensed Area;
- (j) allow any other person to take possession of or use the Licensed Area otherwise than in accordance with this Licence;

- (k) grant any right of interest of any kind, including a right of security, over or in relation to this License or the Licensed Area; or
- (l) abandon the Licensed Area.

## **10. INDEMNITY AND INSURANCE**

### **10.1 Indemnity**

The Licensee is responsible for and indemnifies the Licensor against and Liability resulting from;

- (a) any loss or damage to property or any injury to or death of any person occurring in the Licensed Area or the Building or caused by the Licensee wherever occurring; or
- (b) any reasonable action taken by the Licensor to remedy a default y the Licensee.

### **10.2 Insurance**

The Licensee must maintain with a reputable insurer;

- (a) public liability insurance for a maximum amount of \$5,000,000 (five million dollars) in respect of each accident or event in the Licensed Area which may result from the use of the Licensed Area;
- (b) professional indemnity insurance which is adequate taking into account the nature of the Licensee's business; and
- (c) insurance for the Licensee's Property and any insurance required by law as a result of the Licensee's use of the Licensed Area;

on terms and conditions of insurance, including any excess amounts, which are approved by the Licensor.

### **10.3 Insurance Obligations**

The Licensee must also:

- (a) pay each premium due under the insurance policies taken out by the Licensee before the due date;
- (b) when reasonably requested by the Licensor, provide evidence of currency for each insurance policy certified by the insurer;
- (c) immediately notify the Licensor if an event occurs which may give rise to a claim under any insurance or which could adversely affect it or if an insurance policy is cancelled; and
- (d) if required by the Licensor, ensure that the Licensor's interests are noted on the policy of public liability insurance.

#### **10.4 The Licensor's Insurance**

Unless the Licensor consents, the Licence must not:

- (a) do or allow anything to be done which could adversely effect any Insurance taken out by the Licensor in connection with the Building or the Licensed Area or which could increase the cost of obtaining that insurance; or
- (b) settle, compromise or waive any claim under any policy of insurance relating to the Licensed Area.

### **11. MANAGEMENT OF THE LICENSED AREA**

#### **11.1 Managing Agent**

The Licensor may appoint a managing agent to manage the Licensed Area and represent the Licensor in relation to this Licence. If the Licensor appoints a managing agent, the managing agent may exercise the rights and powers of the Licensor under the Licence. The Licensor may at any time terminate the authority of the managing agent. Decisions of the Licensor override those of the managing agent if there is any inconsistency between them.

#### **11.2 Right to Enter**

The Licensor may after giving reasonable notice to the Licensee (or in an emergency, without notice) enter the Licensed Area to do any one or more of the following things:

- (a) inspect the state of repair and condition of the Licensed Area;
- (b) maintain or repair the Licensed Area and equipment or facilities in the Licensed Area;
- (c) maintain, repair, alter or remove the Services;
- (d) carry out structural work or any other work to the Licensed Area required by an Authority;
- (e) remove anything which is harmful or dangerous;
- (f) anything which should have been done by the Licensee but which has not been done properly; and
- (g) anything else which the Licensor is required to do by law or is permitted to do under this Licence;

without affecting the Licensee's obligations under this Licence.

#### **11.3 Minimise Disruption**

If the Licensor does anything permitted by the preceding clause the Licensor must;

- (a) give the Licensee reasonable notice of the intended action before it is taken (except in an emergency); and
- (b) use its best endeavors to minimise disruption to the Licensee's use of the Licensed Area.

#### **11.4 Dealing with the Licensed Area**

The Licensor reserves the right to deal with the Licensed Area by granting easements, licenses or other rights or interests of any kind to any person over it at any time so long as this does not unreasonably interfere with the Licensee's use of the Licensed Area for the Permitted Use. The Licensee is not entitled to any compensation to make any other claim against the Licensor in relation to the proper exercise of any right given to another person by the Licensor. The Licensee is responsible for and indemnifies the Licensor against any Liability resulting from any claim made by a person to whom a right of interest has been granted by the Licensor connection with any negligent act or omission of the Licensee or any default by the Licensee under this Licence.

### **12. ASSIGNMENT**

#### **12.1 Consent Required**

Unless the Licensor consents, the Licensee may not assign this Licence or sublet the Licensed Area.

#### **12.2 Conditions**

The Licensor may give consent under clause 12.1 subject to any conditions, including a requirement that the provisions of this Licence must be varied in any manner before the assignment of subletting takes effect and a requirement that the proposed assignee or sublicensees enter into any deed or other document in favor of the Licensor in a form satisfactory to the Licensor.

#### **12.3 Exclusion of Statutory Provisions**

The provisions of sections 80 and 82 of the Property Law Act do not apply to this Licence.

### **13. HOLDING OVER**

If the Licensor consents to the Licensee continuing to occupy the Licensed Area after the Expiry Date, the Licensee is a monthly Licensee of the Licensed Area and:

- (a) the Licence may be terminated by either party giving to the other at least 1 month's notice which may expire on any day; and
- (b) all the other provisions of this Licence apply to the monthly tenancy.

### **14. DEFAULT**

#### **14.1 Re-Entry**

The Licensor may terminate this Licence by notice to the Licensee or by re-entering the Licensed Area if:

- (a) the Licensee repudiates this Licence;
- (b) the Licensee abandons the Licensed Area;

- (c) the Licensee ceases to use the licensed area for the Permitted Use other than for a temporary period; or
- (d) the Licensee is in default under this Licence and, if the default can be remedied, the Licensee has not remedied the default within 7 days after receiving a notice from the Licensor specifying the default and requiring it to be remedied;
- (e) execution or other process of a court or authority or distress is levied for an amount exceeding \$10,000 upon any of the Licensee's property and is not satisfied, set aside or withdrawn within 14 days of its issue;
- (f) any other event occurs or circumstance arises which, in the reasonable opinion of the Licensor, is likely materially and adversely to affect the ability of the Licensee to perform all or any of its obligations under or otherwise to comply with the terms of this Licence;
- (g) a receiver, or receiver and manager, or other controller (as defined in section 9 of the Corporations Law) is appointed in respect of the Licensee or the whole or any part of its undertakings, property or assets or any steps are taken for the appointment of such a person;
- (h) the Licensee is taken to have failed to comply with a statutory demand within the meaning of Section 459F of the Corporations Law or suspends payment of its debts;
- (i) the Licensee commits an act of bankruptcy or takes advantage of the provisions of Part X of the Bankruptcy Act 1966; or
- (j) an administrator of the Licensee is appointed under Part 5.3A of the Corporations Law.

Except for the notice given under subclause (d) and except for any notice otherwise required by Law the Licensor does not need to give notice to the Licensee before re-entering the Licensed Area.

## **14.2 Essential Terms and Damages**

Every obligation of the Licensee under this Licence:

- (a) to pay money; or
- (b) to pay GST; or
- (c) not to do something without the Licensor's consent; or
- (d) relating to damage to the Licensed Area or to the state of repair or condition of the Licensed Area,

is an essential term of this Licence. (This clause does not prevent other obligations being essential terms).

If the Licensee defaults by not performing or complying with any obligation which is an essential term, the Licensor is entitled to recover damages for losses over the whole

Term, including losses caused by the non-payment of money by the Licensee over that period, even if this Licence is terminated by the Licensor as a result of the Licensee's default before the Expiry Date.

This clause is not to be taken as relieving the Licensor of any duty to mitigate losses which is imposed by law.

#### **14.3 Right to Damages not Affected**

The Licensor's right to recover damages is not affected if:

- (a) the Licensor accepts the Licensee's repudiation of this Licence;
- (b) the Licensor terminates this Licence by notice or re-entry;
- (c) the Licensee has abandoned the Licensed Area; or
- (d) there is a surrender of this Licence by law.

#### **14.4 Interest on Overdue Money**

The Licensee must pay interest on any money which is not paid by the due date. Interest is to be at the current reference rate or other base rate charged by the Commonwealth Bank on overdraft loans of less than \$100,000 plus 2% and is to be calculated on a daily basis from the due date until the money is paid. The interest is to be paid when requested by the Licensor.

### **15. THE LICENSEE'S OBLIGATIONS ON TERMINATION**

#### **15.1 The Licensee to Vacate**

The Licensee must vacate and give up possession of the Licensed Area by the end of the Term except that if this Licence is terminated before that date, the Licensee must vacate and give up possession of the Licensed Area as soon as reasonably possible after this Licence is terminated.

#### **15.2 Removal of Property**

On termination of this Licence the Licensee must remove all the Licensee's Property from the Licensed Area.

#### **15.3 Abandonment of the Licensee's property**

If the Licensee does not remove any of the Licensee's property when the Licensee has to vacate the Licensed Area, the Licensor may remove and dispose of the property left in the Licensed Area. The Licensee must pay to the Licensor on request all costs incurred by the Licensor in, removing and disposing of any of the Licensee's Property which ought to be removed by the Licensee but is not removed within 30 days after the termination of this Licence.

#### **15.4 Risk**

The Licensee's property is at the Licensee's risk at all times before and after the termination of this Licence (except that risk passes to the Licensor at the time any of the Licensee's Property becomes the property of the Licensor).

#### **15.5 Damage Caused by Vacating**

The Licensee must repair any damage to the Licensed Area or the Licensor's Property caused by vacating the Licensed Area or removing the Licensee's Property.

## **15.6 Reinstatement**

If the Licensor requires, the Licensee must reinstate the Licensed Area before the end of the Term (or as soon as reasonably possible after this Licence is terminated, if it is terminated before the end of the Term) so that the Licensed Area is returned to the same condition it was in at the Commencement Date (subject to fair wear and tear).

## **16. COSTS AND EXPENSES**

### **16.1 Costs and Expenses**

The Licensee must pay or reimburse the Licensor on request for all the Licensor's costs and expenses (including legal costs and expenses) in relation to:

- (a) negotiating, preparing, signing and stamping of this Licence and any document assigning, varying or surrendering this Licence;
- (b) enforcing any right under this Licence including giving a notice of default under section 81 of the Property Law Act;
- (c) any default by the Licensee which causes loss to the Licensor;
- (d) giving any consent or approval under this Licence;
- (e) any consultant or other adviser appointed by the Licensor for any purpose connected with this Licence.

### **16.2 Duties and Fees**

The Licensee must pay or reimburse the Licensor on request for all stamp duty and fees (including fines and penalties attributable to the Licensee) payable in connection with this Licence.

## **17. GOODS AND SERVICES TAX**

### **17.1 In this clause:**

- (a) "GST" means any tax calculated by reference to the value of goods and services provided, calculated and levied at the point of sale or supply of the goods or services and includes GST as that term used in the GST Act,
- (b) "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 and includes other GST related legislation and regulations under the legislation, as amended from time to time;
- (c) "Payment" includes every amount (other than GST) payable by the Licensee to the Licensor under or in connection with this Licence, whether as a Licence fee, rent, turnover rent, outgoings, costs, expenses, damages or as any other kind of payment; and
- (d) except for terms defined in this Licence, terms used in this clause have the same meaning as in the GST Act.

17.2 Each payment is inclusive of GST.

- 17.3 Each payment must be increased by the GST applying to the Payment or imposed on the Taxable Supply in respect of which the Payment is made.
- 17.4 The Licensee must pay the GST referred to in clause 17.3, at the time the Payment in respect of which the GST applies is due under this Licence.

## **18. MISCELLANEOUS**

### **18.1 Remedies Cumulative**

The rights, powers and remedies in this Licence are in addition to the rights, powers and remedies provided by law independently of this Licence.

### **18.2 Accrued Rights**

The termination of this Licence for any reason does not effect the rights of the Licensor in relation to a default by the Licensee before termination.

### **18.3 Severance**

If any part of this Licence or the application of that part to any person or circumstance is or becomes unenforceable, the other provisions of this Licence are not effected but continue to be enforceable.

### **18.4 Payments**

The Licensee must make all payments under this Licence without set-off, counterclaim or deduction. Payments by the Licensee under this Licence are to be made to the Licensor or any other person nominated by the Licensor. The Licensor need not make a demand for payment of any amount required to be paid by the Licensee under this Licence unless required by Law. If this Licence does not specify when a payment is due, it is due within 7 days after the Licensor requests payment.

### **18.5 Transfer of Land Act**

The covenants and powers implied in every Licence made under the Transfer of Land Act 1893 are implied in this Licence, whether registered under the Act or not, except:

- (a) to the extent they are modified by this Licence; and
- (b) the implied covenant set out in section 92(ii), which is excluded.

### **18.6 Cost of Complying with Obligations**

Unless otherwise stated in the Licence, the Licensee must pay the cost of performing or complying with every obligation of the Licensee under this Licence.

### **18.7 Governing Law and Jurisdiction**

- (a) The law of Western Australia governs this Licence.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of Western Australia and the Federal Court of Australia.

### **18.8 Amendment**

- (a) No amendment or variation to this Licence is effective unless it is in writing and signed by the parties or their authorized officers.

## 18.9 Waiver

- (a) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- (b) The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
- (c) A waiver is not effective unless it is in writing.
- (d) Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

## 19. NOTICES

### 19.1 Form and Address

A notice or other communication in connection with this Licence must be in writing and may be signed by the relevant party or its solicitors or agents.

The notice or other communication may be:

- (a) Left at or posted to the address of the addressee as set out in the Schedule or any other address notified to the sender as an address for the giving of notices; or;
- (b) sent by facsimile transmission to any facsimile number used by the addressee.

### 19.2 Receipt

Unless a later time is specified in it, a notice or other communication takes effect from the time it is taken to be received, which is:

- (a) if left at the address of the addressee, the next Business Day after the day it is left;
- (b) if posted, on the third Business Day after posting; and
- (c) if sent by facsimile transmission, on the next Business Day after the facsimile was sent.

## 20. INTERPRETATION

### 20.1 Definitions

In this Licence:

**Authority** means and governmental or public authority of any kind.

**Building** means the building the subject of the Head Lease.

**Business Day** means a day on which banks are open for business in Perth other than a Saturday or a Sunday.

**Commencement Date** means the date as specified in the Schedule.

**Energy Supplier** means any Authority, company or other body which supplies gas, electricity or other sources of energy to the Licensed Area.

**“Excluded Purpose”** means any of the following purposes:

- (a) the manufacture, preparation, distribution or selling of goods or the provision of services that would threaten public health or safety (unless every activity involved in that purpose is carried out in a manner which fully complies with all applicable laws);
- (b) the activities of a political organisation;
- (c) the making, preparing, publishing, distributing selling or providing live performances, publications or recorded materials which present or contain sexually explicit material except where the publication or material is recognised as being for public health purposes and is for the use of public health providers;
- (d) any activities involving nudity or sex workers, including a brothel or adult call service;
- (e) any unlawful activity; or

any other activity which is prohibited by or will cause or be likely to cause a breach of the obligations of the Licensor to any other party;

**Expiry Date** means the date as specified in the Schedule

**Head Lease** means the lease between Edith Cowan University as landlord and the Licensor as tenant dated [            ]

**Liability** includes any obligation to pay money or other loss, cost or expense of any kind.

**Licensed Area** means the area of the Building described in item 1 of the Schedule.

**Licensee’s Property** includes all fixtures, fittings, furniture, plant and equipment or other articles and chattels which are in the Licensed Area and are not owned by the Licensor.

**Licensor’s Property** means the Licensor’s plant, equipment, fixtures, fittings, partitions, furniture, furnishings, window coverings, floor coverings, light fittings in any part of the Building and includes any office furniture and equipment supplied by the Licensor for the use of the Licensee in the conduct of the Licensee’s business.

**Office Administration Fees** means those fees in respect of secretarial services, boardroom/meeting room reservations, and any other office administration service provided by the Licensor to the Licensee and other occupants of the Building from time to time.

**Permitted Use** means the use described in item 1 of the Schedule.

**Services** means all services to the Licensed Area or parts of the Licensed Area including electric power, gas, water, sewerage, telecommunications and fire sprinkler services.

**Shared Facilities** means the Licensed Area (including without limitation the reception areas, boardrooms, meeting rooms, kitchens, and common area, etc.) and all facilities in the Licensed Area except for any part of the Licensed Area or any other facilities in the Building which the Licensee has the right to use exclusively.

**Term** means the period referred to in item 1 of the Schedule.

**Third Party Rights** means any easements, licenses or other similar rights of any person, granted by the Licensor or any other person or created in any other way, which:

- (a) exists at the Commencement Date; or
- (b) are granted or created at any time after the Commencement Date,

in relation to the Licensed Area or effecting the Licensed Area.

## 20.2 Interpretation

In this Licence, unless the contrary intention appears:

- (a) a reference to the Licensee includes the Licensee's employees, agents, contractors, sub-licensees, licensees, customers and any other person who is in the Licensed Area with the Licensee's permission (direct or implied);
- (b) a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactment's or replacements of any of them occurring at any time before or after the Commencement Date;
- (c) the singular includes the plural and vice versa;
- (d) the word "person" includes a firm, a body corporate, an unincorporated association or an Authority;
- (e) an obligation, representation or warranty:
  - (i) in favour of 2 or more persons is for the benefit of them jointly and severally; and
  - (ii) on the part of 2 or more persons binds them jointly and severally;
- (f) each obligation to a party to this Licence has effect as a covenant given in favour of the party who may enforce the obligation;
- (g) if a period of time is expressed to be calculated from or after a specified day, that day is not included in the period;
- (h) a reference to a day is a reference to the 24 hour period commencing at midnight;

- (i) a reference to a month is to a calendar month and a reference to a year is a calendar year;
- (j) if the word ‘including’ or ‘includes’ is used, the words: “without limitation” are deemed to immediately follow;
- (k) a reference to the termination of this Licence includes the expiry of the Term;
- (l) a reference to the term in relation to any obligation of the Licensee is to be taken as including a reference to any period during which the Licensee occupies or uses the Licensed Area with the Licensor’s consent; and
- (m) if any right or power is given to the Licensor that right or power may be exercised by any person authorised by the Licensor.

**20.3 Schedule**

All the provisions in the schedule at the front of this Licence are incorporated in and form part of this Licence.

**20.4 This Licence**

A reference to this Licence includes:

- (a) everything forming part of this document; and
- (b) any agreed changes to this document which are recorded in a separate document.

**SIGNED** by Licensor

**SIGNED** by Licensee

In the presence of (witness)

In the presence of (witness)

**EXECUTION BY CORPORATION:**

Executed by..... (ACN).....  
in accordance with its Constitution in the presence of:

Director..... Secretary.....

A true copy of (1) The Licence (2) Information for Licensee, and

(3).....;  
has been received by the Licensee

..... Date..... Date.....

..... Date..... Date.....