



Properties Corporation of
the Churches of Christ

Licence Agreement

MOORES LEGAL
9 Prospect Street
BOX HILL VIC 3128

TEL: 9898 0000
FAX: 9898 0333
REF: APB/ASB 081214

THIS AGREEMENT is made the date described in Item 3.

PARTIES

1. The Licensor as described in **Item 1** (the "**Licensor**").
2. The Licensee as described in **Item 2** (the "**Licensee**").

RECITALS

- A. The Properties Corporation of the Churches of Christ is the registered proprietor of the **Property**, including all fixtures and buildings that constitute the **Property**.
- B. The **Licensor** occupies the **Property** with the permission of the Properties Corporation of the Churches of Christ and is authorised to grant licences for use of the **Property** on the terms of this **Agreement**.
- C. The **Licensor** has agreed to grant a licence to the **Licensee** over the part of the **Property** (such part being described in this **Agreement** as the **Premises**) for the **Permitted Use** on the terms of this **Agreement**.

CLAUSES

3. Licence does not constitute tenancy
 - 3.1 The licence granted in this **Agreement** is granted subject to the following terms and conditions:
 - (a) The rights conferred on the **Licensee** by this **Agreement** shall rest in contract only and will not create in or confer on the **Licensee** any tenancy or any estate or interest whatever in or over the **Premises** and those rights will be those of a **Licensee** only and not comprise or include any further rights.
 - (b) The **Licensee** will not by entering into occupation under this **Agreement** have or be deemed to have possession of the **Premises** either pursuant to this **Agreement** or otherwise.
 - 3.2 The **Licensor** grants to the **Licensee** a licence to use the **Premises** on the terms and conditions set out in this **Agreement**.
 - 3.3 The **Licensee** must not, and must not let anyone else use the **Premises** except for the **Permitted Use**.
 - 3.4 The Licence is granted for the use of the property during the times specified in **Item 7** only; or, at any other time where agreed in writing between the **Licensee** and the **Licensor**.
4. Term of Licence

The licence granted in this **Agreement** shall commence on the **Commencement Date** and continue for the **Term** unless shortened or extended by agreement in writing between the parties.
5. Licence fee

The **Licensee** will pay the **Licensor** the **Licence Fee** at the times required by this **Agreement**. The **Licence Fee** will be reviewed or increased at the times and in the manner specified in **Item 11**. Where necessary, the **Licence Fee** will be adjusted at a pro rata, daily rate to account for any part period.

6. Use

The **Licensee** agrees:

- 6.1 To keep the **Premises** in a clean and hygienic condition;
- 6.2 Not to cause or let anyone else cause any nuisance or annoyance to the occupiers or owners of neighbouring properties;
- 6.3 To obtain all necessary planning permits from the relevant local council for permission to proceed with its intended activities and use of the **Premises**;
- 6.4 To abide by all relevant laws, regulations and other requirements of competent authorities in its use of the **Premises**; and if necessary obtain any relevant building permits and certificates of occupancy or certificate of completion.
- 6.5 Not to bring, keep, consume or sell alcohol or allow alcohol to be brought, kept, consumed or sold on the **Premises** without the prior written consent of the **Licensor**;
- 6.6 Not to make any alteration to or addition to the **Premises** without the prior written consent of the **Licensor**;
- 6.7 Not to hold or allow to be held any sale by auction on the **Premises**;
- 6.8 Not to allow any gambling of any kind on the **Premises** without the prior written consent of the **Licensor**;
- 6.9 Not to bring any heavy articles, machinery or equipment onto the **Premises** without the prior written consent of the **Licensor**;
- 6.10 Not to bring or keep, or allow to be brought or kept any bird, animal, reptile or fish onto the **Premises** without the prior written consent of the **Licensor**;
- 6.11 Not to place any sign on any part of the **Premises** without prior written consent from the **Licensor**;
- 6.12 Not to alter or interfere with any of the services to the **Premises** without consent from the **Licensor**, including (but not limited to) gas, electricity, water supply or plumbing;
- 6.13 To comply with the lawful and reasonable directions of the **Licensor** upon termination of this **Agreement**. When this **Agreement** ends the **Licensee** must promptly:
 - (a) remove all of its installations, equipment and other goods (including any signs) from the **Premises**;
 - (b) make good to the satisfaction of the **Licensor** any damage caused by the removal of the **Licensee's** installations;
 - (c) reinstate the **Premises** to the condition that it was in on the **Commencement Date** including painting the interior of the **Premises** if reasonably required by the **Licensor**; and

- (d) return all security passes, keys and other devices used to obtain access to the **Premises** to the **Licensor**.

7. Insurance

- 7.1 The **Licensee** agrees to obtain insurance, at its own expense, against any public liability resulting from the **Licensee's** use of the **Premises**.
- 7.2 The insurance cover must be for \$20,000,000.00 or any other higher amount reasonably required by the **Licensor** from time to time, for any single event.
- 7.3 The **Licensee** must provide evidence of the continuous insurance to the **Licensor** upon demand.
- 7.4 The **Licensee** must not do or allow anything to be done that might interfere with any policy of insurance or prejudice any insurance claim in respect of the **Premises**.

8. Repairs, maintenance and damage

- 8.1 The **Licensor** will prepare a condition report and both the **Licensee** and the **Licensor** will sign that report prior to the **Licensee's** use of the **Premises**. Where use of the **Premises** has already commenced, it will be completed within one month of the date of the signing of this **Agreement**.
- 8.2 The **Licensee** agrees to keep the **Premises** in good, clean and tidy condition, consistent with the condition of the **Premises** on the **Commencement Date**, except that the **Licensee** will not be responsible for damage caused by fair wear and tear or repairs or maintenance of a structural or capital nature unless caused by a breach of this **Agreement** by the **Licensee**.
- 8.3 The **Licensee** must promptly report any damage to the **Premises** to the **Licensor**. Damage caused by the **Licensee** will be repaired by the **Licensor** at the **Licensee's** cost.
- 8.4 The **Licensee** must permit the **Licensor** and its employees, agents and contractors to enter the **Premises** at any time on reasonable notice to inspect the **Premises**, carry out repairs or alterations, or comply with any notice or order of any competent authority.

9. Indemnity

The **Licensee** must indemnify and keep the **Licensor** indemnified from and against all claims, actions, suits, demands and injuries that may occur or arise out of the exercise by the **Licensee** of the rights granted under this **Agreement** or the use of the **Premises**, the access to it by the **Licensee**.

10. Default and termination

The **Licensor** may terminate this **Agreement** if:

- 10.1 The **Licensee** fails to remedy a breach of any condition of this **Agreement** within 14 days of receiving written notification of the breach from the **Licensor**.
- 10.2 Without limiting the above sub-clause, the **Licensee** will be in breach of this **Agreement** if the **Licensee**:

- (a) commits an act of bankruptcy, makes an assignment for the benefit of its creditors, enters into a composition or arrangement with its creditors, or is unable to pay its debts when they fall due; or
- (b) resolves to wind up or is subject to an order to be wound up, goes into liquidation, is placed under official management, has a receiver or receiver and manager or administrator appointed; or
- (c) without written consent from the **Licensor**, ceases its activities or undertakes a substantial and material change in its use of the **Premises**.

11. Dispute resolution

If a dispute arises out of or relates to this **Agreement** (except for an urgent matter that may require urgent relief), the parties agree to endeavour in good faith to resolve the dispute expeditiously by discussions between the parties before any further action is taken in relation to the dispute.

12. Invalidity and severance

This **Agreement** must be interpreted so that it complies with all laws applicable in Victoria. If any provision of this **Agreement** does not comply with any law, then the provision must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the **Agreement**.

13. Notices

Any notice given to a party under this **Agreement** must be in writing and delivered either by hand, facsimile or pre-paid post to the address of the party as set out in the Schedule or as updated from time to time and notified to the other party.

14. Waiver

14.1 The rights, powers and remedies conferred on any party by this **Agreement** and remedies available to any party are cumulative and are additional to any right, power or remedy which it may have under general law or otherwise.

14.2 No single or partial exercise or delay in exercising any right, power or remedy by either party shall constitute a waiver by that party of, or preclude any further exercise of, that or any right, power or remedy arising under this **Agreement** or otherwise.

15. Whole agreement

This **Agreement** contains the entire agreement between the parties in relation to the **Licensee's** use of the **Premises** and the **Licensor** hereby expressly negatives any prior warranty, statement or representations except to the extent that they are contained in this **Agreement** and the **Licensee** confirms that it has entered into this **Agreement** without reliance on any warranty, statement or representation of **Licensor** except those that have been included in this **Agreement**.

16. Definitions

Unless this **Agreement** expressly states otherwise or the context requires it, the following words in this **Agreement** have the following meanings:

Agreement means this agreement and includes annexures and other documents or terms and conditions incorporated by reference;

Commencement Date means the date specified in **Item 8**;

Item means an item set out in the Schedule to this Agreement;

Licence Fee means the amount specified in **Item 10** and increased from time to time in accordance with this **Agreement**;

Permitted Use means the use stated in **Item 6**;

Premises means the part of the **Property** described in **Item 5** that is licensed to the **Licensee**;

Property means the property as specified in **Item 4**;

Special Conditions means the special conditions set out in **Item 12**; and

Term means the period stated in **Item 9**.

17. Interpretation

When interpreting this **Agreement**, the following shall apply:

17.1 Singular words shall include the plural and vice versa;

17.2 Any change to this **Agreement** must be in writing signed by the parties;

17.3 Headings and sub-headings are for ease of reference only and shall not affect the interpretation or construction of this **Agreement**;

17.4 An obligation imposed by this **Licence** on or in favour of more than one person binds or benefits all of them jointly and each of them individually;

17.5 If the **Licensee** is an individual, this **Licence** binds that person's legal personal representative. If the **Licensee** is a corporation, this **Licence** binds its permitted transferees;

17.6 Where this **Licence** requires the **Licensee** do or refrain from doing something, the **Licensee** is required to ensure that the **Licensee's** employees, agents, contractors, customers and visitors do or refrain from doing the thing, as the case may be;

17.7 The parties agree that the **Special Conditions** apply to this Agreement, and to the extent that there is an inconsistency between the **Special Conditions** and any other clause in this Agreement, the **Special Conditions** prevail.

EXECUTED AS AN AGREEMENT:

SIGNED on behalf of the **Licensor** by)
its authorised representative:)

.....
Signature of representative

.....
Full name of representative

.....
Position of representative

SIGNED on behalf of the **Licensee** by)
its authorised representative:)

.....
Signature of representative

.....
Full name of representative

.....
Position of representative

SCHEDULE

Item 1 The Licensor

Licensor's Name: _____
(Include ACN / ABN if applicable)

Licensor's Address: _____

Licensor's Phone No.: _____

Licensor's Email: _____

Item 2 The Licensee

Licensee's Name: _____
(Include ACN / ABN if applicable)

Licensee's Address: _____

Licensee's Phone No.: _____

Licensee's Email: _____

Item 3 Date of Agreement

This Agreement signed on: _____ / _____ / _____

Item 4 The Property

Property Address: _____

Item 5 The Premises

Is the **Licence** granted over the whole or only part of the **Property**?: Whole Part

If only part, is a plan attached at Appendix A showing that part of the **Property** which is licensed to the **Licensee**?: Yes No

If only part, that part of the **Property** which is licensed to the **Licensee** is described as: _____

Item 6 Permitted use

The Permitted use of the Premises is:

NOTE: the Licensee may need to obtain a planning permit authorising the use.

Item 7 Licence Times (Select **A, B OR C** and delete remaining options)

A. The Licensee is licensed to use the Property at all times during the Term of the Licence.

OR

B. The Licensee is licensed to use the Property

On the following days:

All Monday Tuesday Wednesday Thursday Friday
 Saturday Sunday

and at the following times:

Between ____AM/PM and ____ AM/PM

OR

C. On the days and at the times described below:

Item 8 The Commencement Date

This Agreement to Commence on: ____ / ____ / ____

Item 9 Term of the Licence

Period of time (number of years/months/days): _____

Item 10 Licence Fee

\$_____ per _____ (week/month/year) including GST

Payable (weekly/monthly): _____ (in advance/in arrears)____

Item 11 **Review of licence fee** (Select **A, B OR C** and delete remaining options)

A. The Licence fee will not increase during the **Term**

OR

B. (if the Licence is for more than twelve months)

The **Licence fee** will increase by _____% annually on each anniversary of the **Commencement Date**.

OR

C. (if the Licence is for more than twelve months)

The **Licence fee** will increase by \$_____ annually on each anniversary of the **Commencement Date**.

Item 12 Special Conditions

APPENDIX A