



## **LICENCE TO USE FACILITIES WITHIN THE LEGISLATIVE ASSEMBLY BUILDING**

**AGREEMENT** made on the date specified in Item 1 of the Schedule

between AUSTRALIAN CAPITAL TERRITORY, a body politic established under section 7 of the *Australian Capital (Self-Government) Act 1988* (Commonwealth) (“the Territory”) of one part

and the person described in Item 2 of the Schedule

(“the Licensee”) of the other part

### **RECITALS:**

The Licensee has submitted an application to use the Premises and the Territory has agreed to grant the Licensee the right to do so subject to the terms and conditions set out in this Agreement.

### **THE PARTIES AGREE:**

#### **1. INTERPRETATION**

1.1 In this Agreement,

“Function” means the event described in Item 4 of the Schedule which the Licensee will hold on the Premises;

“Premises” means the area specified in Item 3 of the Schedule including all fixtures, fittings, furnishings, equipment and other improvements within the Premises.

1.2 In this Agreement,

(a) a reference to one gender including neuter shall include reference to all genders;

(b) the singular shall include the plural and vice versa;

(c) a reference to a person shall include reference to a corporation and any other body organisation or association and vice versa; and

(d) a reference to the parties includes the executors, administrators, successors and permitted assigns of any of them.

1.3 Headings in this Agreement are only used for ease of reference and shall not be used in the interpretation and construction of this Agreement.

1.4 If the Licensee consists of more than one person then the obligations which they undertake under this Agreement bind them jointly and individually.

## **2. LICENCE TO USE**

2.1 The Territory grants to the Licensee the right to use the Premises in accordance with the terms of this Agreement for the period described in Item 5 of the Schedule.

### Access

2.2 The Licensee, its agents, servants and invitees shall have access to the Premises during the period referred to in clause 2.1 through the passageways, stairways, elevators and other ways and areas of access in the building which the Premises are part of and be entitled to use the public toilets in the building.

### No Lease Created

2.3 The Licensee has a personal right to use the Premises on the terms specified in this Agreement and nothing in this Agreement is to have the effect of creating a lease, crown lease or any interest in a lease or crown lease under the *Land (Planning and Environment) Act 1991*. The legal right to possession and control over the Premises including entering and inspecting the Premises remains vested in the Territory throughout the duration of this Agreement.

## **3. LICENCE FEE AND CHARGES**

3.1 The Licensee will pay to the Territory on the signing of this Agreement the fee specified in Item 6.

### Services Charges

3.2 The Licensee will at the expiration of this Agreement pay to the Territory:

(a) the security costs incurred by the Territory for the duration of the Function at the rate specified in Item 7(a) of the Schedule;

(b) where the Territory at the request of the Licensee provides to the Licensee the services of Territory staff in respect of the conduct of the Function, the costs of such services at the rate specified in Item 7(b) of the Schedule; and

(c) where the Territory at the request of the Licensee provides to the Licensee equipment for the Function, the hire costs of such equipment at the rate specified in Item 7(c) of the Schedule,

which costs may be payable by deducting the amount of such costs from the security bond provided by the Licensee under this Agreement.

#### **4. SECURITY BOND**

4.1 The Licensee will lodge with the Territory on the signing of this Agreement a security bond in the sum specified in Item 8 of the Schedule as security for the observance and performance of the obligations in this Agreement by the Licensee. The bond may be applied by the Territory to remedy breaches by the Licensee and meet any financial obligations of the Licensee to the Territory under this Agreement but if it is not so applied the bond or any part remaining shall be returned to the Licensee on the expiration of this Agreement.

#### **5. LICENSEE'S OBLIGATIONS**

##### Use of Premises

5.1 The Licensee will not use or permit the use of the Premises:

- (a) for any purpose other than for the purpose set out in Item 4 of the Schedule;
- (b) for any illegal dangerous or offensive business or activity;
- (c) in such a way or manner which may annoy persons in the neighbourhood of the Premises; or
- (d) such that the number of people attending the Function in the Premises at any one time exceeds that specified in Item 9 of the Schedule.

5.2 The Licensee will ensure that the Premises and the building which the Premises form part of are maintained as totally smoke free.

5.3 The Licensee will at all times comply with:

- (a) the directions, standards and policies issued by the Territory including such security requirements relating to access to and occupancy of the Premises and the building which the Premises are part of; and

- (b) all Acts, Ordinances and regulations in force in the Territory in relation to the use of the Premises and which are applicable to the Licensee in connection with this Agreement.

#### Not to Sub-licence

- 5.4 The Licensee must not sub-licence or otherwise deal with its rights under this Agreement without the prior written consent of the Territory.

#### No Alterations or Additions

- 5.5 The Licensee will not without the prior written consent of the Territory:
  - (a) make any alteration or addition whether structural or otherwise in or to any part of the Premises or permit such alteration or addition to be made; and
  - (b) bring on the Premises any mechanical or heavy equipment or storage device which might (in the case of a storage device, when filled), overload the floor of the Premises.

#### Signs

- 5.6 The Licensee will not display erect or permit to be displayed or erected upon the Premises or any part of the Premises any advertisement, sign or boarding whatsoever without the prior written consent of the Territory, which shall not be unreasonably withheld PROVIDED THAT the Licensee may hang banners within the Premises during the term of this Agreement.

#### Cleaning and Maintenance

- 5.7 The licensee will at its cost, at all times during the term of this Agreement and at the expiration or earlier determination of this Agreement, keep and ensure that the Premises and all fixtures, erections and other improvements including plate glass and lighting within the Premises are in a thoroughly clean and tidy condition (including garbage removal) and in the condition that they were at the commencement of this Agreement.
- 5.8 The Licensee is responsible for any damage to the Premises including the breakage of glass and replacement of light globes and tubes.
- 5.9 All crockery and glasses used the Licensee is to be cleaned at the conclusion of the Function.
- 5.10 The Licensee will comply with any notice in writing by the Territory requiring the Licensee to clean or repair in accordance with the Licensee's obligations

under this Agreement PROVIDED THAT no such notice shall be served so as to require the Licensee to make repairs which became necessary prior to the date of this Agreement.

- 5.11 If the Licensee does not repair or clean within the time given in a notice, the Territory may carry out the repairs or cleaning and the cost of so doing may be deducted from the security bond paid by the Licensee or a debt due and payable on demand to the Territory.

#### Outbreak of Fire

- 5.12 The Licensee will take all reasonable precautions against the outbreak of fire in the Premises and shall immediately notify the Territory in the event of any fire occurring in the Premises which does damage to the Premises.

#### Licensee's Property

- 5.13 Upon the expiration or sooner determination of the term of this Agreement the Licensee will take down remove and carry away without doing any damage to the Premises any fitting, fixture, furnishing, installation, plant, machinery or other improvement supplied or installed in the Premises by the Licensee during the term of this Agreement and the Licensee shall restore and make good to the satisfaction of the Territory any damage thereby caused to the Premises.
- 5.14 The Territory may remove and dispose in any manner the Territory deems fit any property left on the Premises by the Licensee when vacating the Premises or may place any property so left in storage. The Licensee agrees to meet all reasonable costs involved in the disposal or storage of such property PROVIDED THAT if the Territory has disposed of the property by sale the costs of such a sale and other amounts owing by the Licensee to the Territory however incurred will be deducted from the proceeds of such sale and the balance paid to the Licensee at its last known address of contact.

## **6. INSURANCE AND INDEMNITY**

The Licensee will at its own expense effect and maintain during the term of this Agreement:

- (a) in the joint names of the Licensee and the Territory for their respective rights and interests a public liability insurance policy with an insurer approved by the Territory and in a sum specified in Item 10(a) of the Schedule to secure the payment of all monies which may become payable by the Licensee or the Territory arising out of or in relation to the Premises; and

- (b) such other insurance policy as may be required by the Territory specified in Item 10(b) of the Schedule.

The Licensee will produce to the Territory evidence of the currency of the insurance policies prior to the date of the Function and as requested from time to time.

#### Indemnity

- 6.2 The Licensee indemnifies and agrees to keep indemnified the Territory, its employees, agents and contractors from and against all actions claims, suits or demands brought, maintained or made against the Territory, its servants and agents by any person or body of persons, including the costs and expenses in defending such actions claims, suits or demands, arising out of any act or omission by the Licensee, its employees, agents, contractors and invitees including the failure to observe the obligations in this Agreement or otherwise arising out of the use of the Premises by the Licensee.

### **7. LIMITATION ON TERRITORY'S LIABILITY**

- 7.1 The Territory does not take any responsibility for any injury, loss or damage to the person of the Licensee or any person when entering, leaving or being at the Premises in connection with the Licensee's use of the Premises or any property within the Premises, and the Territory is exempted from liability for any such injury, loss or damage however caused.
- 7.2 The Territory will not be liable for loss of profits or otherwise sustained by the licensee as a result, direct or indirect, or any happening or event beyond the reasonable control of the Territory (including complete or partial failure in or suspension of the supply of gas, water or electric current, storm-water or sewerage services to the Premises or any part thereof) if as a result of that happening or event the Licensee is prevented or impeded in using the Premises as originally contemplated.

### **8. TERMINATION**

#### Default

- 8.1 Without prejudice to any other right or remedy of the Territory, the Territory may by written notice to the Licensee terminate this Agreement if:
  - (a) any moneys payable by the Licensee to the Territory under this Agreement shall be unpaid for a period of 30 days after the due date for payment (whether legally demanded or not); or

- (b) the Licensee fails to remedy a breach of this Agreement, being a breach which is capable of being remedied, within 48 hours after written notice is given to the Licensee of the breach.

### Cancellation

- 8.2 Notwithstanding clause 8.1, the Territory may at any time by written notice to the Licensee terminate this Agreement if the Premises cannot be made available by reason of unforeseen and unavoidable government or parliamentary requirement in which event the Territory will not be liable for any damage or loss of profits caused to the Licensee by such cancellation.

## **9. NOTICES**

- 9.1 Any notice, payment or receipt required or permitted to be given for the purposes of this Agreement shall be deemed to have been duly given if delivered personally or posted by ordinary prepaid mail to the address specified in Item 11 of the Schedule.
- 9.2 A notice, payment or receipt:
  - (a) if posted, shall be deemed to be received 3 days after posting; or
  - (b) if delivered personally, shall be deemed to be received on the date of such delivery.

**IN WITNESS** the parties have executed this Agreement on the date first written above.

**SIGNED** for and on behalf of the )  
AUSTRALIAN CAPITAL )  
TERRITORY by )  
 )  
in the presence of: ) .....  
 )

.....  
Witness

*If the Licensee is an individual:*

**SIGNED** by )  
*[name of Licensee]* )  
 )  
in the presence of: ) .....  
 )

.....  
Witness

*If the Licensee is a corporation:*

**THE COMMON SEAL** of )  
*[name of Licensee]* )  
 )  
in accordance with its memorandum and )  
articles of association: ) .....

.....  
Authorised Officer

.....  
Authorised Officer

.....  
Authorised Officer

.....  
Authorised Officer



## SCHEDULE

**Item 1 : Date of Agreement:**

**Item 2: Licensee:**

**Item 3: Premises:**

ACT Legislative Assembly  
London Circuit, Canberra City

**Item 4: Use of premises:**

**Item 5: Period of function:**

**Item 6: Fee:** \$

**Item 7: (a) Security charges:** \$ plus \$ per/hour

**(b) Services charges:** \$ per/hour

**(c) Equipment charges:** \$

**Item 8: Security bond** \$

**Item 9: Holding capacity of premises:**

**Item 10: Insurances:**

**(a) Public liability insurance:** As required by the ACT Government risk advisory web site at <http://www.insuranceriskadvice.act.gov.au>

**(b) Other insurances:**

**Item 11: Addresses:**

**The Territory:** ACT Legislative Assembly  
GPO Box 1020  
Canberra ACT 2601

**The Licensee:**