

# Evans Head and District Workspace Licensee Agreement

THIS AGREEMENT made the                      day of                      201

BETWEEN                      Evans Head and District Workspace Incorporated Corner Winjeel Road and Canberra Road EVANS HEAD in the State of New South Wales (hereinafter “the licensor”) of the one part

AND                      .....  
of .....

in the State of New South Wales (hereinafter “the Licensee”) of the other part

## WHEREAS

- a. The Licensor provides at the corner of Winjeel Road and Canberra Road, Evans Head a complex of workspace areas (hereinafter called “the complex”) to assist people who wish to commence business on their own account.
- b. The Business Enterprise Centre Australia assists such people.
- c. The Licensee has applied for a workspace area within the complex.

## NOW THIS AGREEMENT Witnessed as follows:-

1. The Licensor hereby grants to the Licensee a Licence to use the area known as No                      of the Licensor’s complex situated at corner of Winjeel Road and Canberra Road, Evans Head (hereinafter called “the Premises”) for a period of three (3) months from the                      day of                      and thereafter until terminated pursuant to Clause 6.10 of this agreement.
2. The Licensee will not without first obtaining the written consent of the licensor, use the premises for any purpose other than as negotiated with the licensor.
3. During the subsistence of this agreement the Licensee shall pay to the Licensor a licence fee of \$                      per week, such licence fee to be payable in advance to the Workspace Manager, 5/1 Canberra Road, Evans Head. The first of such payments to be made two weeks after the commencement of this agreement and thereafter weekly. The direct debit is the preferred method on weekly payments. The Licensor will arrange with the Licensee a direct debit arrangement from the Licensees bank account.
  - 3.1 The Licence fee shall be reviewed on the anniversary of the commencement of this agreement and the amount of licence fee determined at such review shall be payable for the year following the date of such review and in the manner herein before provided for payment of the licence fee and subject as aforesaid such licence fee shall be ascertained by applying the formula

$$\frac{R=A \times C}{B}$$

R = The annual licence fee in dollars for the year following the date of review.

A = The Commonwealth Statistician all groups consumer price index for Sydney as at the date of review.

B = The Commonwealth Statistician all groups consumer price index for Sydney as at the date of commencement of the term of the licence agreement.

C = The annual licence fee for the first year of the term hereof.

3.2 The Licensee agrees to pay a share of Richmond Valley Council water charges such to be determined by the Licensors in accordance with the use of the premises by the licensee and other licensees within the licensors complex.

3.3 The Licensee will pay all telephone charges incurred by him.

3.4 The Licensee will pay Workspace Electricity Service and kWhr charge every 3 months. Installed multiple service meters for each unit to a single kWhr meter for Workspace building. The manager will read kWhr unit meters, kWhr used and daily Service Charge of \$0.50 per day, manager will then issue an Electricity Tax Invoice.

4. The Licensee shall:-

4.1 Effect any insurance reasonably required by the licensor including a public liability policy of not less than 20 million (\$20,000,000.00) or such other amount as advised in writing which shall include an indemnity of the Licensor as owner or occupier of the premises, a policy for loss or damage to the licensees plant, fixtures, fittings, stock and equipment from all insurable clauses and insure against risks particular to the undertaking of the licensee.

4.2 Not do or permit to be done anything which may void the licensor's policy of insurance of the workspace premises or increase the premium payable thereon and shall refund to the licensor any additional premiums as may be charged to the licensor arising from the nature or conditions of any business conducted by the licensee.

4.3 Hereby release the Licensor and agree to indemnify and keep indemnified the licensor from all liability for any loss or damage to the licensees personal property or that of any person and any consequence or other loss incurred or suffered by the licensee or any person. Loss or damage shall include:-

i Any loss or damage injury caused by failure or inadequacy of lighting, power, heating and physical attributes of or defects in the design nature or maintenance of the workspace premises or the workspace unit.

- ii Any consequential or other loss incurred or suffered by the licensee or any other person
- iii Personal injuries suffered by the Licensee his/her or authorised servants, agents, customers or invitees by any cause whatsoever including accidental injury, disease or contamination
- iv Any disruptions of the Licensees business

5. The Licensee shall:-

- 5.1 Not alter any fixtures or fittings of the licensor or undertake any alteration to the premises without first obtaining the consent in writing of the Licensor.
- 5.2 Leave the premises in the same condition in which it is at the date of this agreement and remove any temporary fittings on ceasing to use the premises.
- 5.3 Deliver up the Licensors fixtures or fittings on termination of the licence and in the same condition as at the date of this agreement. Fair wear and tear only accepted.
- 5.4 That the Licensee will not at anytime during the subsistence of this agreement erect, paint, write or attach or permit to be erected painted or attached on or to the exterior of the premises or on the said building of the licensor or any part thereof any signs.
- 5.5 The Licensee will at all times cause the premises to be cleaned in a proper and a workman like manner and to be kept clean and free from dirt and rubbish and in particular will store and keep all trade waste trash and garbage in proper receptacles at his own expense and arrange for the regular removal thereof from the premises.

6. It is hereby agreed as follows:-

- 6.1 The Licensor does not warrant that the premises are suitable for any particular purpose or as to the present nature or state of any facilities including security servicing or structure and provides no warranty with respect to the number or nature of business or occupation as to be conduct in the workspace premises.
- 6.2 The Licence created by this agreement is personal to the licensee and the licensee may not assign or sub-licence or otherwise deal with any rights or obligations under this licence.
- 6.3 The Licensor does not intend to grant the licensee to take a tenancy of the premises.
- 6.4 The Licensee will comply the workspace rules and regulations applicable for time to time. A copy of the current rules being handed to the Licensee and signed by the Licensee with this agreement and the Licensee

acknowledges that such rules may be changed from time to time and will comply with any such new rules a copy of which will be handed to the Licensee when changes are made.

6.5 The Licensee has not been induced to enter into this agreement by any representation or warranty (written or oral) made by or on behalf of the Licensors.

6.6 Any merchandise or fittings not removed by the Licensee within two weeks of ceasing to use the premises or pay the Licence fee for the premises shall become the property of the Licensors absolutely.

6.7 The Licensee has been advised by the Licensors to obtain independent legal advice on the effect term and conditions of this licence agreement and by the signing hereof the Licensee does so, on the basis of such advice or if no such advice was obtained on the basis of his or her own investigations and determinations.

6.8 The Licensee will with respect to his business have business accounts under the control of a qualified accountant or a registered tax agent.

6.9 Either party may terminate this licence by giving to the other not less than four (4) weeks notice in writing to expire at anytime.

6.10 The Licensors may terminate this licence immediately in the event of any breach by the Licensee of any term of this agreement or upon the happening of any event which in the absolute discretion of the Licensors it renders it in particular or undesirable for this licence to continue by reason of any damage to or condition of the workspace unit or the workspace premises or variation or termination of the Licensors right to occupy the workspace premises.

7. The Licensee acknowledges that the Licensors its employees servants or agents have no formal qualifications in legal, accounting or financial matters and any advice given to the Licensee in any such matters is given on the basis that no representations are made as to any supposed expertise held by the Licensors.

8. Any budget, business plans, calculations or advice given by the Licensors is provided for the sole use of the Licensee subject to the disclaimer herein and is not intended to be relied upon by third parties for any purposes whatsoever. The Licensee hereby releases the Licensors its employees, servant or agents from any liability or any advice where ever given negligent or otherwise.

As witness the hands of the parties

The Common Seal of Evans Head and District Workspace Incorporated were hereunto affixed by authority of the Directors and in the presence of:

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Signed by the Licensee  
In the presence of:

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## **RULES and CONSTITUTION**

1. Prior to entering into possession of the premises the Licensee shall obtain from the Richmond Valley Council Development Approval, if required, at his own expense, for the business he wishes to carry on in the premises.
2. Prior to the date of initial occupancy the Licensee will be required to sign a licence agreement a copy of these rules and an inspection report of the premises.
3. It is recommended that the Licensee ask his/her Solicitor to peruse the licence agreement and these rules so that he/she is fully aware of their contents. The Licensee will obtain from a solicitor a certificate under Section 16(3) of the retail leases act if requested by the Licensor.
4. As regards to the licence agreement it is necessary for the Licensee to provide appropriate insurance cover – see Clause 4 of the licence agreement and the Licensee must produce proof of such insurance before occupying his or her workspace.
5. The Licensor or its agent will inspect the workspace area with the Licensee on the date of initial occupancy and on the date of termination of occupancy and both the Licensor or its agent and the Licensee will sign the report on each occasion. The report will reflect the condition of the workspace area and condition and content of fixtures and fittings on both occasions and the Licensor or its agent will require the Licensee to rectify or pay for any defection damage or any defects accordingly.
6. These rules will be updated periodically and the Licensee will be required to sign acceptance of the subsequent rules. It is formulated solely to provide a harmonious and co-operative environment in the day to day operation of the Evans Head District Workspace complex.
7. The Licensee his or her authorised servants agency customers and invites are required to ensure all of its requirements.
8. The Licensee will be provided with a key to his/her workspace which is returnable to the Licensor upon termination of the licence agreement.
9. Licensee is not to take up residence or cook food in the workspace areas.
10. The Licensee its authorised servants agents, customers and invites may visit the workspace area.
11. The Licensee is requested to park in the area near their workspace area and the driveway must be kept clear at all times for traffic.
12. Safety precautions must be observed during movement of goods or equipment and includes:-
  - a. The maximum speed a forklift or any vehicle within the workspace complex is 5 kilometres per hour.
  - b. The avoidance of leaving trolleys, forklifts or other vehicles parked where they can cause injury to other person.

- c. Padded edge protection on any sharp object within the complex area.
  - d. Extreme care during movement of goods and equipment to avoid injury to other person or damage to objects or structure.
13. Any waste material is to be stored in odour proof containers within the Licensee workspace unit. It is the Licensee responsibility to remove business waste material from the workspace complex.
14. It is not permitted to:-
- a. To allow any material or product or item that will allow an offensive smell to pervade the atmosphere within the workspace complex.
  - b. To operate any noisy equipment within the workspace area except by arrangement with the Licensor and within the requirements of the Environment Protection Authority.
15. Safety (health hazard)
- a. It is not permitted to store any materials within the premises that will attract rodents or insects.
  - b. It is not permitted to store any combustible materials within the premises except as authorised by the Licensor, even then only in such a way as to minimise fire risk. The Licensor reserves the right to impose an insurance charge for such storage (see clause 4 of the licence agreement).
  - c. Any work carried within the premises must be authorised by the Licensor.
  - d. The premises are to be kept clean at all times.
  - e. All electrical power and lights circuits within the Licensees workspace area are to be switched off when the workspace area is locked.
  - f. To run any smoke or gas or vapour producing equipment or process (including engines) within the workspace area must be in accordance with WorkCover requirements.