

Licence Agreement

PARTIES

Place Management NSW (PM NSW)

A.B.N. 51 437 725 177

AND

[Enter Licensee Company Name]

[Enter Licensee Address
City – State - Postcode]

[Enter Licensee ABN/ACN]

(‘The Licensee’)

[Enter date]

Licence Agreement



THIS DEED is made on [Enter date]

PARTIES: PLACE MANAGEMENT NSW of Level 4, 66 Harrington Street, The Rocks, New South Wales ("PM NSW")
THE LICENSEE described in Item 1 of the Schedule.

INTRODUCTION

- A. PM NSW is the owner of the Licensed Area referred to in Item 2.
- B. The Licensee wishes to use and occupy the Licensed Area for the purpose stated in Item 4.
- C. PM NSW has agreed to allow the Licensee to use and occupy the Licensed Area on the following terms and conditions.

IT IS AGREED

1. DEFINITIONS AND INTERPRETATIONS

'**Agreement**' means this Licence Agreement and all schedules and attachments

'**Representative**' means a person or persons authorised to represent PM NSW in relation to this Deed and/or the Licensed Area and includes Precinct Rangers

'**Bond**' is the amount of the Bond stated in Item 3

'**Dangerous Substances or Articles**' means without limiting the generality of the term any plant, furnishings, equipment, substances or appliances which by virtue of their weight, nature, size or inherent vice or inadequacy of design may cause a fire hazard, or excessive vibration or noise, land, air or water pollution, or an explosion, or structural or other damage to floors, walls or furnishings at the Licensed Area

'**Licence Fee**' means this fee determined in accordance the published rate card [Link TBA]

'**Licensed Area**' means the Licensed Area in Item 2 or as shown on the site plan which is annexed and any improvements, structures planting and landscaped areas

'**Recoverable Expenses**' as per clause 5

'**Staff**' means the Licensee's servants, actors, agents, suppliers, contractors and sub-contractors or any person on the Licensed Area by the invitation or at the behest (whether tacit or otherwise) of the Licensee or of such servant, agent, contractor or sub-contractor as aforesaid

1.1. In this Agreement, unless the contrary intention appears:

- (a) a reference to a person includes the person's executors, administrative successors and permitted transferees and assigns;
- (b) the singular includes the plural and vice versa;
- (c) the word 'person' includes a firm, a body corporate, an unincorporated association or authority;
- (d) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re enactments or replacements of any of them;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of them; and
- (f) headings are inserted for convenience and do not affect the interpretation of this agreement.
- (g) A reference to an Item refers to an Item in the Schedule to this Agreement.

- 1.2. This Agreement is the entire agreement between the parties in respect of its subject matter, and includes all annexures and schedules. The parties agree that the documents required to be produced under this Agreement form part of this Agreement.
- 1.3. Where two or more persons are the Licensees or guarantors, these conditions will bind them jointly and severally.
- 1.4. A variation of a term of this Agreement must be in writing and signed by the parties.
- 1.5. The laws of the State of New South Wales govern this Agreement and the parties irrevocably submit to the exclusive jurisdictions of the Courts of New South Wales.

2. GRANT OF LICENCE

- 2.1. PM NSW grants to the Licensee a non-exclusive licence to use and occupy the Licensed Area from the date of commencement stated in Item 5 until the date of conclusion stated in Item 5.
- 2.2. The Licensee shall comply with all conditions, restrictions and limitations on the use and occupation of the Licensed Area required by PM NSW or any Authority including, but not limited to, the Conditions of Use and any conditions on permitted use stated in Item 4.
- 2.3. Failure to obtain and provide all necessary approvals and comply with the conditions of the Agreement, prior to the term and also during the term, may result in the Licence Agreement being immediately cancelled without compensation payable by PM NSW to the Licensee.

3. LICENCE FEE

The Licensee must pay PM NSW the licence fee stated in Item 3 in consideration for use and occupation of the Licensed Area on the due date of the Tax Invoices issued by PM NSW. The Licensee agrees to pay any Recoverable Expenses as per issued Tax Invoices of PM NSW and recoverable pursuant to the use of the Licenced Area.

4. PERMITTED USE

The Licensee is only to use and occupy the Licensed Area for the purposes and conditions stated in Item 4.

5. RECOVERABLE EXPENSES

- 5.1. All fees, bonds and services charges are payable by the Licensee to PM NSW as directed by PM NSW.
- 5.2. All other expenses or outgoings to which PM NSW may be subject to or which it may reasonably incur as a result of the permitted use and occupation or its need to supervise the permitted use and occupation or otherwise are Recoverable Expenses and payable by the Licensee to PM NSW in accordance with a Tax Invoice issued by PM NSW.
- 5.3. PM NSW may deduct the amount of any cost, expense or outgoing incurred by it in accordance with this Agreement from the bond furnished by the Licensee.
- 5.4. PM NSW undertakes to refund the bond furnished by the Licensee less any deductions made in accordance with this Agreement
- 5.5. PM NSW as the land owner may determine the requirement for urgent security or other urgent services to ensure the Event may proceed. These costs are Recoverable Expenses as an on cost from the Licensee.

6. LICENSEE'S OBLIGATIONS

The Licensee:

- (a) acknowledges that it uses and occupies the Licensed Area entirely at its own risk;

- (b) will ensure that the representative named in the Schedule will be on site and available for the duration of the Event
- (c) relies on its own enquiries and inspection of the Licensed Area and accepts the Licensed Area in its present condition and state of repair with all faults latent and patent. PM NSW makes no representation and gives no warranty as to the condition or state of repair of the Licensed Area, structures on or under the Licensed Area and makes no warranty as to the use and occupation to which the Licensed Area may be put;
- (d) must not carry out any structural alterations to the Licensed Area except with the prior approval of PM NSW, on conditions required by PM NSW, and at the Licensee's sole cost and expense;
- (e) acknowledges that PM NSW has not given and is not required to give any warranty or representation in relation to any other licences, approvals or authorisations of any kind required in connection with the use and occupation of the Licensed Area and that the Licensee is solely responsible for obtaining and keeping in force any such other licences, approvals or authorisations.
- (f) warrants that it has obtained all licences, approvals or authorisations of any kind required in connection with the use and occupation of the Licensed Area. The Licensee shall provide copies of such licences, approvals or authorisations to PM NSW at least –10 business days prior to site access for the Event. Failure to obtain and or provide these (on request) may result in termination of this Agreement.
- (g) must not bring into the Licensed Area any dangerous substances or articles without the prior approval of PM NSW.
- (h) will not use or approve of any fittings, plumbing facilities or equipment in the Licensed Area to be used for any purpose other than those for which they were constructed.
- (i) will not cause or allow to be caused, any wilful, serious or irreparable damage or alterations to, in or about the Licensed Area without the prior approval of PM NSW.
- (j) will not do or allow to be done any act or omission in, upon or about the Licensed Area, which may be of annoyance, nuisance, grievance or disturbance to PM NSW, any person lawfully present, and occupiers or owners of any adjacent premises.
- (k) indemnifies PM NSW, its successors, employees and agents against all claims, damage, costs, expenses, loss and any other liability whatsoever, (including but not limited to any personal injury, loss and/or damage to property or liability for breach of copyright or defamation) suffered or incurred by PM NSW arising out of, or in any way in connection with, the use and occupation of the Licensed Area BUT THE INDEMNITY WILL BE REDUCED PROPORTIONALLY TO THE EXTENT that an act or omission of PM NSW, its employees or agents contributed to the claim, damage, cost, expense, loss or other liability.
- (l) its executors, administrators and assigns hereby releases PM NSW from all claims, costs, liabilities, expenses and sums of money whatsoever arising out of, or in connection with, the use and occupation of the Licensed Area, other than as expressly stated otherwise in this Agreement.
- (m) is responsible for paying all other fees, charges and expenses associated with use and occupation of the Licensed area in addition to the fees, bonds, service charges, and recoverable expenses.
- (n) must affect and maintain for the Licensed Area a public liability insurance policy with an APRA approved insurer, be in the Licensee's name, which covers the use and occupation of the Licensed Area, in the sum of \$20 million (or other amount as PM NSW may reasonably require) for any single event. The Licensee will provide evidence to PM NSW of the currency of such insurance policy before use and occupation of the Licensed Area as per the Schedule .
- (o) must affect and maintain Workers' Compensation insurance in respect of any employee of the Licensee who is employed in connection with the use and occupation of the Licensed Area. The Licensee will provide evidence of the currency of such insurance policy at the request of PM NSW as per the Schedule.

- (p) is responsible for damage or pollution of the environment occurring on or arising out of the use and occupation of the Licensed Area by the Licensee and must, at no expense to PM NSW, rectify any damage or pollution and undertake clean-up and necessary remediation to ensure that the damaged or polluted area complies with environmental laws and is restored to the condition prior to use and occupation by the Licensee. Any fines or penalties due to damage imposed under any laws will be paid by the Licensee, or deducted from the bond.
 - (q) must comply with any notice, order or law of a statutory, public or other authority or body in relation to the use and occupation of, or any activity on, the Licensed Area. The Licensee will provide evidence of its compliance with the Work Health and Safety Act 2011, Work Health and Safety Regulation 2017, SafeWork NSW requirements and relevant Codes of Practice at the request of PM NSW.
 - (r) agrees that PM NSW will have a Representative present in the Licensed Area at all times during the term of the licence and the Licensee will obey and cause its Staff to obey all reasonable directions given by a Representative. The cost of the Representative will be a cost to the Licensee.
 - (s) acknowledges that limited filming and photography is permitted ancillary to the Event.
 - (t) will remove all of its personal property, all items it brought onto the Licensed Area and any rubbish or waste material resulting from the Licensee's use and occupation of the Licensed Area.
 - (u) acknowledges that the Licensed Area is in the public domain and that PM NSW is unable to provide the Licensee with exclusive use and occupation of the Licensed Area unless specified in the Schedule (subject to emergency services). The Licensee has considered this prior to entering this Agreement.
- 6.1.** The Licensee must provide all requested documentation for the Event in accordance with the Outdoor Event Policy. [Place Management NSW Outdoor Events Policy 2017\(link\)](#) These must be submitted in accordance with the timetable of PM NSW to enable the Event to proceed.
- 6.2.** The Licensee agrees that all required documentation, the required certificates of insurance and payment of Tax Invoices must be to the satisfaction of PM NSW before PM NSW will provide confirmation that the Event can proceed.

7. ASSIGNMENT

The Licensee's rights under this Agreement are personal to the Licensee, and the Licensee must not assign, charge or sub-licence its rights under this Agreement without PM NSW's consent in writing, which may be given or withheld at PM NSW's absolute discretion.

8. REINSTATEMENT OF THE LICENSED AREA

- 8.1.** The Licensee will at its own expense, on the date of conclusion referred to in Item 5 or upon termination of this Agreement for default, deliver vacant possession of the Licensed Area to PM NSW in good repair and condition having regard to the condition of the Licensed Area and PM NSW's structures on the Licensed Area at the Commencement Date. The Licensee will make good any defect in or damage caused by or during its occupation of the Licensed Area.
- 8.2.** If the Licensed Area is not reinstated by the Licensee at the end of the term of this Agreement or upon termination of this Agreement for default, PM NSW may carry out the reinstatement at the expense of the Licensee and will be retained from the Bond or recovered as a debt due by the Licensee to PM NSW.

9. PM NSW NOT AN AGENT OF THE LICENSEE

The only relationship between the parties is as set out in this Agreement. Nothing contained in this Agreement may be deemed or construed as creating any relationship of partnership or of principal and agent between the parties.

10. DEFAULT

PM NSW will be entitled to terminate this Agreement by notice in writing to the Licensee if the Licensee fails to comply with its obligations under this Agreement.

11. FEES

- 11.1. The Licensee agrees that the following fees are payable by the Licensee:
- (a) Application fee – a non refundable fee payable at the time of application
 - (b) Licence fee (venue hire) – based on the rates card published www.property. [Link TBA]
 - (c) Recoverable Expenses – staffing expenses, service costs, security and other event related costs
 - (d) Bond – amount assessed by PM NSW in its discretion secured against any damage, non compliance with this Agreement or costs incurred by PM NSW
- 11.2. The Licensee agrees that an initial Tax Invoice for the Licence Fee and Recoverable Expenses (an estimate of Recoverable Expenses) and the Bond that is payable on the due date stated on the Tax Invoice(s). The Licence Fee, the estimated Recoverable Fees and Bond must be paid in advance of Commencement Date.
- 11.3. Upon consideration of the Event Management Plan prior to the Event, PM NSW reserves the right to issue a further Tax Invoice for revised Recoverable Expenses.
- 11.4. After the finalisation of the Event, receipt of staff reports, site condition report and external supplier invoices, PM NSW will undertake a reconciliation of costs and issue a final Tax Invoice.
- 11.5. The final Tax Invoice may be paid against the Bond retained. Any costs in excess of the Bond retained will be payable by the Licensee.

12. CANCELLATION

- 12.1. The Licensee may terminate this Agreement by notice in writing to PM NSW prior to the Commencement Date. If the Licensee terminates this Agreement by notice in writing to PM NSW, the Licensee will be entitled to a refund in the following amounts. Notice of cancellation received:
- (a) 30 days prior, the Licensee will receive a full refund of Licence Fee less any Recoverable Expenses incurred by PM NSW;
 - (b) 14 days prior, the Licensee will receive a refund of 50% of the Licence Fee less any Recoverable Expenses incurred by PM NSW;
 - (c) 7 days prior, the Licensee will receive a refund of 25% of the Licence Fee less any Recoverable Expenses incurred by PM NSW;
 - (d) less than 7 days prior to the Event there will be no refund of the Licence Fee or incurred Recoverable Expenses.

13. DISPUTE RESOLUTION

If a dispute arises out of or relates to this Agreement, or its breach, termination, validity or subject matter, the parties agree to endeavour to settle the dispute by mediation administered by the Australian Commercial Disputes Centre ('ACDC') before having recourse to litigation. The mediator shall be a person agreed by the parties. ACDC will assist the parties by providing a list of professional mediators, and ACDC will select the mediator if the parties cannot agree on one within 7 days of written notice of the dispute is served.

EXECUTED as an Agreement

SIGNED by:

.....
(Signature)

as delegate on behalf of **PLACE MANAGEMENT NSW**
ABN 51 437 725 177 but not so as to incur any
personal liability in the presence of:

.....
(Signature of Witness)

**For and on behalf of
CHANGE ATTESTATION TO ENABLE VARIETY OF SIGNAGE**

By executing this agreement, the signatory warrants signatory is duly authorised to execute this agreement on behalf of:

.....
(Signature of Witness)

.....
(Signature of authorised person)

.....
(Print Name of Witness)

.....
(Print Name of authorised person)

.....
(Office held)

.....
(Office held)



Further information

PO Box N408,

Grosvenor Place,

NSW 1220

Email: venuehire@property.nsw.gov.au

Phone: 02 9240 8872

www.property.nsw.gov.au

ABN 51 437 725 177