COMMERCIAL LICENCE
(ON-CAMPUS FORM)

Between
THE AUSTRALIAN NATIONAL UNIVERSITY
of Acton in the Australian Capital Territory
and
Canberra and South East Region Environment Centre
ABN 33 672 938 987 Incorporated Association
of ____________________________ Canberra in the Australian Capital Territory
THE AUSTRALIAN NATIONAL UNIVERSITY
COMMERCIAL LICENCE
(ON-CAMPUS FORM)

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THE LICENCE

The Australian National University, ABN 52 234 063 906, of Acton, ACT, 0200 (Licensor) grants to the licensee described in item 1 of the Particulars (Licensee) the exclusive right to use the premises under licence, and for the purpose/use described in item 2 of the Particulars (Premises, Purpose/Use), in the building described in item 3 of the Particulars (Building) for the term specified in item 4 of the Particulars (Term) commencing on the date specified in item 5 of the Particulars (Commencement Date) and expiring on the date specified in item 6 of the Particulars (Expiry Date) and as otherwise on the terms and conditions contained in the Operative Provisions below.

THE PARTICULARS

<table>
<thead>
<tr>
<th>1. LICENSEE:</th>
<th>Canberra and South East Region Environment Centre Incorporated Association</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABN</td>
<td>33 672 938 987</td>
</tr>
<tr>
<td>Address</td>
<td>c/- 4 Kauper Street, Scullin, ACT 2614</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. PREMISES:</th>
</tr>
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<tr>
<td>PURPOSE AND USE:</td>
</tr>
</tbody>
</table>

| 3. BUILDING: | Australian National University, Building No, Acton, ACT, 0200. |

| 4. TERM: |
| FURTHER TERM: |
| (clause 24) |
| Not applicable. Option for further term of 5 years. |


| 7. LICENCE FEE: |
| (clause 3) |
| Licence fee to be paid to the Licensor at the rate of five cents per annum if and when demanded, and payable within one month of the date of any demand by the Licensor (not inclusive of GST and subject to clause 16). |

<p>| 8. LICENCE FEE REVIEW DATE(S): |
| (clause 4) |
| Market Licence Fee Review Date(s): | N/A |
| CPI Licence Fee Review Date(s): | N/A |</p>
<table>
<thead>
<tr>
<th>(c) Fixed Rate and Review Date(s):</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>9. AMOUNT OF PUBLIC RISK INSURANCE COVER: (clause 12)</td>
<td>$10,000,000.</td>
</tr>
<tr>
<td>AMOUNT OF LICENSEE’S PRODUCT/BUSINESS LIABILITY INSURANCE COVER (INCLUDING COVERAGE FOR GLASS BREAKAGE): (clause 12)</td>
<td>$10,000,000.</td>
</tr>
<tr>
<td>WORKERS’ COMPENSATION AND COMMON LAW LIABILITY INSURANCE COVER: (clause 12)</td>
<td>As per applicable State and Territory legislation.</td>
</tr>
<tr>
<td>10. INTEREST RATE (OVERDUE MONEY): (clause 21)</td>
<td>10% per annum.</td>
</tr>
<tr>
<td>11. GUARANTOR(S): (clause 27)</td>
<td>Not applicable or name of guarantor.</td>
</tr>
<tr>
<td>12. Licensee’s Outgoing Percentage: (definition of Licensee’s Contribution in clause 5)</td>
<td>Not applicable or the percentage the Licensed area of the Premises bears to the total area of the Building - xx%</td>
</tr>
<tr>
<td>13. Base Outgoings Year: (definition of Licensee’s Contribution in clause 5)</td>
<td>Not applicable or year</td>
</tr>
</tbody>
</table>
ACKNOWLEDGEMENTS UNDER THE
LEASES (COMMERCIAL and RETAIL) ACT 2001

The Licensee acknowledges:

1. the Licensee received a Disclosure Statement which complied with the Act; and

2. before this Licence was entered into the Licensor informed the Licensee about the approved handbook (as contemplated under section 35(2) of the Act).
The Licensor and the Licensee agree as follows:

THE OPERATIVE PROVISIONS

1 MEANING OF WORDS

The following words have these meanings unless the contrary intention appears. Other words have the meanings indicated on the cover sheet and the Particulars.

Item numbers refer to those numbers in the Particulars.

Act means the Australian Capital Territory (ACT) Leases (Commercial and Retail) Act 2001.

Approved Handbook means the handbook approved under the Leases (Commercial and Retail) Act 2001, as in force from time to time.

Auditor means an auditor who is a member of either the Institute of Chartered Accountants or the Australian Society of Certified Practising Accountants.

Building means the building in which the Premises are located.

Consumer Price Index or CPI means the Consumer Price Index - All Groups (Canberra) or the index officially substituted for it.

Current CPI means the Consumer Price Index number last published before the relevant CPI Adjustment Date.

Crown Lease means the crown lease of which the Premises form part or whole.

Disclosure Statement means a statement signed on behalf of the Licensor and given to the Licensee in accordance with the Act.

Effective Control means control:
(a) of the composition of the board of directors; or
(b) of more than one-half of the voting rights.

Essential Terms mean clauses 3, 4, 5, 6, 7.1, 8.1, 9.1, 9.2, 15.1, 16, 18, 19, 21, 26, 27 and 31.

GST has the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (referred to as the ‘GST Act’) and associated imposition statutes.

Licence includes this document including schedules, attachments, any inventory or special condition annexed to this document.

Licensee includes the executors, administrators, successors and assigns of the licensee.

Licensee's Contribution means for an Outgoings Year:
(a) if a Base Outgoings Year is specified in item 13 of the Particulars, the Licensee's Percentage of the increase in outgoings since the Base Outgoings Year; and
(b) if a Base Outgoings Year is not specified in item 13, the Licensee's Percentage of Outgoings,

and, if the Term commences or expires during that Outgoings Year, the Licensee's Contribution for that Outgoings Year is the amount in paragraph (a) or (b) as applicable, multiplied by the number of days of the Term in that Outgoings Year and divided by the number of days in that Outgoings Year.

Licensee's Property means the fixtures and fittings and other property of the Licensee in, on or used in the Premises.

Minister means the Commonwealth authority or person responsible for administering the Australian National University.

Outgoings mean in respect of each Outgoings Year the aggregate of all:
(a) general rates and charges including (but not limited to) charges for garbage and trade waste removal;
(b) water, sewerage and drainage rates and charges;
(c) land tax;
(d) other rates and statutory charges;
(e) insurance premiums payable in respect of the insurance the Licensor must take out pursuant to clause 12; and
(f) any other items specified in the Disclosure Statement;

levied, charged, assessed, imposed or payable by the Licensor in respect of the Premises, the Building or the Land.

Outgoings Year means the 12 month period ending on 31 December in each year.

Previous CPI means the Consumer Price Index number last published before the Review Date immediately preceding the relevant CPI Adjustment Date (or, if there has not been one, the Commencement Date).

Renewal Offer Licence Fee means the initial licence fee for the Premises for the purposes
DRAFT

2 APPLICATION OF STATUTORY PROVISIONS

2.1 The covenants, powers and provisions implied in every lease/licence under regulation for subsection 20(3) of the Act or implied by virtue of the Land Titles Act 1925 are declared not to apply or to be modified only so far as they are inconsistent with these conditions.

3 LICENCE FEE

3.1 The Licensee agrees to pay the Yearly Licence Fee specified in item 7 of the Particulars to the Licensor monthly in advance (or as the Licensor directs) in the amount specified in item 7 of the Particulars, without reduction, on the day specified in item 7 of the Particulars at the location (or in the manner the Licensor directs) in item 7 of the Particulars from the date of first payment specified in item 7 of the Particulars. GST is payable by the Licensee additional to this fee.

3.2 If an instalment is for a period of less than one month, then that instalment is that proportion of one-twelfth of the Yearly Licence Fee which the number of days in the period bears to the number of days in the month in which that period begins.

4 LICENCE FEE REVIEW

4.1 The following Market Licence Fee Review clauses do not apply if there are no Market Licence Fee Review Dates in item 8 of the Particulars.

4.2 Before each Market Licence Fee Review Date the annual licence fee may be adjusted by the Licensor for the Premises.

4.3 Before the Market Licence Fee Review Date the Licensor must give the Licensee a notice stating the Licensor's assessment for the annual Licence Fee for the Premises effective from the next Market Licence Fee Review Date.

4.4 The annual Licence Fee from and including the relevant Market Licence Fee Review Date is the amount stated in the notice under clause 4.3 unless the Licensee gives the Licensor a notice within one month after receipt of the notice under clause 4.3, disagreeing with that amount.

4.5 If the parties do not agree on the annual Licence Fee of the Premises from the relevant Market Licence Fee Review Date within 14 days after
the Licensee’s notice given under clause 4.3, then the annual Licence Fee is to be determined in accordance with clause 4.6.

4.6 Where the parties disagree under clause 4.5 then:

(a) the Licensor and the Licensee will appoint a Valuer to determine the annual market licence fee of the Premises;

(b) if the Licensor and the Licensee do not agree upon the nomination of a Valuer then each of them must nominate a Valuer to determine the annual market licence fee of the Premises:
   (i) if the Valuers do not agree then they must appoint an umpire whose determination of the annual market licence fee will be final and binding;
   (ii) if the Valuers do not agree upon the appointment of an umpire then the President of the ACT division of the Australian Institute of Valuers and Land Economists Incorporated (Valuation Stream) may appoint a valuer of not less than 5 years standing as the umpire;

(c) in determining the annual market licence fee any valuer will:
   (i) act as an expert and not as an arbitrator; and
   (ii) exclude the value of any goodwill of the Licensee’s business, the value of the Licensee’s Fittings in the Premises and the deleterious condition of the Premises if that condition results from any breach of this Licence by the Licensee;

(d) the costs of the determination of the annual licence fee under clause 4 will be paid by the parties equally;

(e) the annual licence fee until the next Market Licence Fee Review Date will be:
   (i) the licence fee determined under this clause; or
   (ii) until the determination under this clause 4 is completed, the Licence Fee payable immediately beforehand;

(f) any variation in the annual licence fee resulting from the determination will take effect from the Market Licence Fee Review Date or from the date of commencement of any further term granted to the Licensee.

(g) On the first Monthly Licence Fee date after the annual Licence Fee is agreed or determined under this clause 4, the Licensee must pay the Licensor (or the Licensor must credit the Licensee with) the difference between what the Licensee has paid on account of annual Licence Fee and the annual Licence Fee for the period from and including the relevant Market Licence Fee Review Date to but excluding that monthly Licence Fee date.

CPI Licence Fee Review

4.6 The following CPI Licence Fee Review clauses do not apply if there are no CPI Licence Fee Review Dates in item 8 of the Particulars.

4.7 On each CPI Licence Fee Review Date the yearly licence fee then payable is to be the annual licence fee that is calculated in accordance with the following formula:

\[ A = B \times \frac{C}{D} \]

Where:

A is the annual licence fee payable from and including the relevant Licence Fee Review Date;

B is the annual licence fee payable immediately before the relevant Licence Fee Review Date;

C is the Current CPI;

D is the Previous CPI.

4.8 If either:

(a) the Consumer Price Index All Groups (Canberra) ceases to be published quarterly; or

(b) the method of calculation of the Consumer Price Index All Groups (Canberra) substantially alters,

then the Consumer Price Index All Groups (Canberra) is to be replaced by the nearest equivalent index and any necessary consequential amendments are to be made.

Fixed Rate Review

4.9 The following Fixed Rate Review clauses do not apply if there are no Fixed Rate amount or percentage and Fixed Rate Review Dates in item 8 of the Particulars.

4.10 The annual Licence Fee increases from and including each Fixed Rate Review Date to the
CHARGES AND OUTGOINGS

Charges

5.1 The Licensee agrees to pay on time all amounts payable by the Licensee which are separately charged or imposed in connection with the Premises or by the Licensee’s use or occupation of the Premises including any charge levied by the University for maintenance of the Building, including security and fire protection, and for electricity or other utility provision for the public areas of the Building.

5.2 If any charge is not paid within 1 month of the due date then the Licensor may pay that amount. Any amount paid by the Licensor must be repaid by the Licensee on demand.

5.3 The Licensee agrees to produce to the Licensor when required the receipts for payment for all charges.

5.4 The Licensee acknowledges that the Licensor may procure services not separately charged to the Premises at the Commencement Date (including water and electricity) to be separately charged to the Premises during the Term or any further term of this Licence.

Outgoings

5.5 The following clauses in this clause 5 do not apply if the words “not applicable” appear in item 12 of the Particulars.

5.6 The Licensee must pay to the Licensor on demand the Licensee’s Contribution for each Outgoings Year.

5.7 At least one month before the beginning of each of Outgoings Year the Licensee must give to the Licensor a notice stating the Licensor’s estimate of the Outgoings for that Outgoings Year using the item descriptions used in the list of outgoings in the Disclosure Statement.

5.8 Within one month after the end of each Outgoings Year, the Licensee must provide a written expenditure statement detailing all expenditure by the Licensor on account of Outgoings during the last Outgoings Year using the item descriptions used in the list of outgoings in the Disclosure Statement.

5.9 Within 3 months after the end of each Outgoings Year the Licensor must give the Licensee a written report detailing all expenditure by the Licensor in the last Outgoings Year on account of Outgoings.

5.10 The report provided pursuant to clause 5.9 must be accompanied by copies of receipts in respect of all expenditure by the Licensor on account of Outgoings.

ALTERATIONS

6.1 The Licensee must not make or allow to be made any alteration or addition to the Premises (whether structural or otherwise) without the written consent of the Licensor.

6.2 If the Licensee is likely to be affected by proposed alterations to or refurbishment of the Building or grounds surrounding the Building, the Licensee must give the Licensee at least 2 months written notice of the alterations or refurbishment including details of the proposed alterations or refurbishment and the measures, if any, that will be taken by the Licensor to minimise the effect of the alterations or refurbishment. In cases of emergency the Licensor need only give the Licensee reasonable notice of the proposed alteration or refurbishment.

MAINTENANCE AND REPAIRS

7.1 In addition to clause 28, the Licensee must:

(a) keep the Premises clean and in a tidy condition; and

(b) keep the Premises (including the air conditioning (if any)) and the Licensor’s property in good repair; and

(c) hand over the Premises in good repair at the end of the licence,

in each case to the reasonable satisfaction of the Licensor, fair wear and tear and damage by fire, storm, lightning, flood or earthquake excepted.

7.2 The Licensee must comply with any written notice of the Licensor to repair or clean the Premises in accordance with the Licensee’s obligations contained in this clause.

7.3 If the Licensee does not comply:

(a) within 14 days with a notice to repair; or

(b) within 48 hours with a notice to clean,
and does not complete the repair or cleaning within a reasonable time then the Licensor may complete the repair or cleaning. Any cost of the repair or cleaning is repayable by the Licensee on demand.

7.4 The Licensor or any properly authorised person of the Licensor is allowed to enter the Premises at any reasonable time to carry out cleaning or repairs to be carried out by the Licensor.

7.5 If the Premises' glass windows are destroyed or damaged the Licensee must promptly replace them with glass of at least the same standard, suitability and thickness.

8 ASSIGNMENT, SUBLICENSE AND MORTGAGES

8.1 The Licensee may only assign this Licence if it complies with and obtains the consent of the Licensor in accordance with this clause 8, and must not sublicense or grant a mortgage over or otherwise part with possession of the Premises.

8.2 If the Licensee is a company, any change in Effective Control of the Licensee or its holding company will be an assignment of the Premises.

8.3 Subject to clause 8.4, if the Licensee proposes to assign this Licence, the Licensee must give the Licensor a notice asking for consent and provide the information required under clause 8.6.

8.4 Before the Licensee may give the Licensor a notice pursuant to clause 8.3, the Licensee must give the proposed assignee a copy of any Disclosure Statement the Licensee has been given for this Licence and details of any material changes to it since it was given to the Licensee of which the Licensee is, or could reasonably be expected to be, aware.

8.5 For the purpose of complying with clause 8.4, the Licensee may give a notice to the Licensor asking for a copy of any Disclosure Statement the Licensor has given to the Licensee, and unless the Licensor has a reasonable excuse, the Licensor must comply with the Licensee's written request within 14 days of receiving the Licensee's notice.

8.6 If the Licensee requests the Licensor's consent to an assignment of this Licence of the Premises, the Licensee must provide the Licensor with:

(a) a written application for consent;
(b) for each proposed assignee and any proposed guarantor:

(i) their full names and addresses (including, for individuals their current residential addresses); and
(ii) any information concerning the financial standing of the proposed assignee (including details of any finance they may have, or propose to have, approved); and
(iii) information concerning the business skills of the proposed assignee, and ability to obtain appropriate regulatory licences for the Premises; and
(iv) information concerning the financial standing of any proposed guarantor for the proposed assignee; and
(v) the proposed use of the Premises by the proposed assignee; and
(vi) the ability of the proposed assignee to operate the business conducted or to be conducted from the Premises; and
(vii) references for the proposed assignee.

8.7 The Licensor is taken to have given the Licensor's consent to the proposed assignment if the Licensor has not given the Licensee written notice of the Licensor’s consent or refusal to consent:

(a) (unless subclause (b) applies) within 28 days after receiving the Licensee's request for consent in accordance with this clause 8; and
(b) if the Licensor has requested information or further information, within 21 days after the Licensor receives all the information requested.

8.8 The Licensor will not unreasonably withhold consent to a proposed assignment of this Licence of the Premises if:

(a) the Licensee complies with this clause 8, 8.4, 8.5 and 8.6; and
(b) the Licensee proves to the Licensor's reasonable satisfaction the proposed assignee:

(i) is a suitable, respectable, responsible and financially sound person (with sufficient financial resources) with experience in, and a good reputation for, conducting the business permitted, and to the standard required, under the Licence; and
(ii) is capable of performing the Licensee’s obligations under the Licence; and
(iii) is adequately capable and skilled to carry on the Licensee’s business; and
(iv) will be, or the business to be conducted by the proposed assignee, is compatible with other occupants of the Building; and
(v) intends to use the Premises for a purpose allowed under this Licence; and
(c) any breach of this licence has been rectified.

8.9 Before an assignment of this Licence takes effect:
(a) the consent of the Licensor in accordance with this clause 8 must have been obtained; and
(b) the Licensor, the Licensee and the proposed assignee and any guarantor (if required) must have entered into a consent document relating to the assignment in the form reasonably required by the Licensor and prepared by the Licensee; and
(c) any guarantee, bond or guarantee and indemnity reasonably required by the Licensor must be given; and
(d) the Licensee must comply, and ensure that the proposed assignee complies, with all the Licensor's reasonable requirements in relation to the assignment (including compliance by the assignee with the insurance requirements of this Licence); and
(e) the Licensee must obtain the Licensor's confirmation that the Licensee has obtained any consents it has agreed to obtain; and
(f) any default under this Licence must be remedied; and
(g) the reasonable legal and other expenses incurred by the Licensor in connection with the assignment must be paid.

8.10 On assignment of this Licence in accordance with this clause 8, the Licensee and the Licensee's Guarantor are released from further obligations under this Licence, without prejudice to any right or claim the Licensor has against the Licensee or the Licensee's Guarantor arising prior to the assignment.

9 USE OF THE PREMISES

9.1 The Licensee must only use the Premises for the purpose or use stated in Item 2 of the Particulars.

9.2 The Licensee must not:
(a) carry on or permit to be carried on any noxious, noisy, dangerous or offensive business in the Premises; or
(b) allow anything to be done on the Premises which may annoy or cause damage to other persons in the immediate area or neighbourhood or on the campus of the Australian National University; or
(c) without the Licensee's consent bring anything on to the Premises that might overload the floor.

9.3 The Licensee must:
(a) take all reasonable precautions against the outbreak of fire in the Premises; and
(b) immediately notify the Licensor of the occurrence of any fire or other event which damages the Premises.

9.4 The Licensee must comply with published Statutes, Rules and Orders made under the Australian National University Act 1991.

9.5 The business conducted from the Premises must be carried out in accordance with good trade and business practice for the industry, and in accordance with occupational, health and safety requirements under law.

9.6 The Licensee must take reasonable measures to keep the Premises free from pests or vermin.

9.7 The Licensee must comply with all Commonwealth and Australian Capital Territory laws, any requirements of authorities (including obtaining and maintaining all necessary licences and permits), and those reasonable orders issued by the Australian National University’s authorised delegate, in connection with the Premises, the Licensee’s business, the Licensee’s use or occupation of the Premises.

9.8 The Licensee must observe and perform the terms of the Crown Lease or any head lease of the Land insofar as those terms affect the Premises.

9.9 The Licensee must do all things reasonably possible in an endeavour to control usage without waste including for Utility services supplied and in respect of recycling and environmental issues.

9.10 Notwithstanding clause 9 the Licensee acknowledges and agrees that this Licence does not confer upon the Licensee any estate or interest in land in respect of any part of the Premises or Building, possession and control of which remains vested in the Licensor at all times.

10 INSPECTION OF THE PREMISES

10.1 The Licensee must permit:
(a) the Minister or any person authorised by the Minister or the Australian National University to enter the Premises for the purposes of the Crown Lease; and
(b) the Licensor or any person authorised by the Licensor to enter and inspect the Premises at all reasonable times after giving reasonable notice.
11 ADVERTISEMENT AND SIGNS

11.1 The Licensee must not display, or allow to be displayed, any sign on the Premises without the written consent of the Licensor which must not be unreasonably withheld.

11.2 The Licensee will remove its business signs or other signs when the Term has expired or this Licence has been terminated and will pay to the Licensor on demand the costs of the repair of any damage caused by the removal.

12 INSURANCE AND INDEMNITY

12.1 During the Term the Licensee must obtain and maintain current, noting the interest of the Licensor on each policy, the following:

(a) an insurance policy for all plate glass windows on the Premises; and

(b) a public risk liability policy for an amount not less than the amount referred to in item 9 of the Particulars; and

(c) a policy to cover the business liability of the Licensee at law, in contract or tort for an amount not less than the amount referred to in item 9 of the Particulars; and

(d) a building contents policy sufficient to cover replacement value of the Licensor’s items or third party items; and

(e) workers’ compensation and common law liability policy for persons employed by the Licensee.

12.2 By written notice to the Licensee, the Licensor may from time to time increase the amount referred to in item 9 to an amount reasonably required by the Licensor.

12.3 The Licensee must indemnify the Licensor against all liabilities or losses arising out of any:

(a) injury to; or

(b) death of; or

(c) damage to the property of, the Licensee or its employees, agents, invitees, contractors or licensees while upon or entering any part of the Building and Premises except if caused by the Licensor or the Licensee’s employees, agents or contractors.

12.4 The insurance policies and the insurers must at all times be acceptable to the Licensor.

12.5 If requested by the Licensor the Licensee must promptly produce proof of the insurances and the payment of premiums.

12.6 If the Licensee does not promptly produce evidence of the insurances when requested the Licensor may effect the insurances and the Licensee must reimburse the Licensor for its costs.

12.6 The Licensee must not do anything or allow anything to be done, or fail to do anything that would allow an insurer to refuse or reduce a claim.

12.7 The Licensee will not hold the Licensor liable for, and indemnifies the Licensor against, any loss, liability or expense incurred by the Licensee as a result of a loss, interruption or a variation in the quality or frequency of a Utility service (ie. electricity, water or similar Utility service supplied to the Premises) or a claim by a third party on the Premises arising out of or in connection with any interruption, loss or variation of the supplied Utility service.

13 WATER DAMAGE

13.1 The Licensor is not liable for damage to property of the Licensee arising from water supply or rain water which leaks or flows into the Premises, except if caused by the Licensor or the Licensor’s employees, agents or contractors.

14 VACANCY NOTICE

14.1 If requested by the Licensor the Licensee will permit any agent of the Licensor to take prospective licensees through the Premises during the last 3 months of the Term or permit any agent of the Licensor to take prospective licensees through the Premises where either party has given notice of termination.

15 REMOVAL OF FIXTURES AND FITTINGS

15.1 On expiry of the Term or termination of this Licence, whichever is earlier, the Licensee must promptly remove all the Licensee’s property from the Premises.

15.2 If the Licensee does any damage to the Premises in removing any Licensee’s property the Licensee must:

(a) repair any damage promptly; and

(b) continue to pay the Licence Fee and all other charges under this Licence until the damage is repaired.
15.3 If the Licensee does not comply with clause 15.1 the Licensee is deemed to have (at the option of the Licensor):

(a) abandoned the Licensee’s property remaining on the Premises; and
(b) appointed the Licensor the Licensee’s agent for the purpose of removing the Licensee’s property from the Premises and either storing it at the risk and cost of the Licensee or selling it in any manner the Licensor decides, without in each case having any liability to the Licensee.

15.4 If pursuant to clause 15.3 the Licensor sells the Licensee’s property (as agent for the Licensee):

(a) the Licensor may apply the net proceeds firstly in satisfaction of any amount owing to the Licensor by the Licensee pursuant to this Licence and secondly in payment of the cost of removing and selling the Licensee’s property;
(b) the Licensor is to account to the Licensee for any balance of the net proceeds; and
(c) the provision of clause 15.3 and this clause 15.4 do not limit any other rights or remedies of the Licensor under this Licence or at law.

16 TAXES, DUTIES, COSTS AND EXPENSES

16.1 Subject to the Act the Licensee must pay to the Licensor on demand any taxes, duties, costs and expenses which the Licensor incurs in relation to this Licence other than costs associated with the preparation of this Licence.

16.2 The Goods and Services Tax (GST) under A New Tax System (Goods and Services Tax) Act 1999 (the GST Act) applies to the Licence. The Licence Fee and any other payments under this licence do not include GST.

16.3 If GST is imposed on any supply by the Licensor under this Licence, the Licensee must pay the amount imposed to the Licensor at the same time as and in addition without setoff to the amount the Licensee is required to pay to the Licensor for the supply in question.

16.4 In relation to taxable supplies made under this Licence, the Licensor agrees to issue the Licensee with either:

(a) a tax invoice in accordance with the GST Act and Regulations; or
(b) a document satisfying the minimum information requirements set out in A New Tax System (Goods and Services Tax) Regulations 1999 to entitle a recipient of a taxable supply to claim an input tax credit without holding a tax invoice.

17 DAMAGE TO PREMISES OR BUILDING

17.1 If during the Term the Building or the Premises are damaged in a material way or destroyed:

(a) then within 2 months of the date (or the last date) of the damage or destruction occurring the Licensor must notify the Licensee that either:
   (i) the Licensor reasonably considers that repair of the Building or the Premises is impracticable and the Licensor does not intend to repair the Premises or the Building, or
   (ii) the Licensor intends to repair or reinstate the Premises or the Building between the approximate starting and finishing dates stated in the notice given; and
(b) the Licensor may by giving not less than 30 days notice to the Licensee terminate this Licence if:
   (i) the Licensor has given a notice to the Licensee under clause 17.1(a)(i); and
   (ii) either:
      (A) the Premises or the Building has to be, or has been, demolished because of the damage; or
      (B) the damage extends to more than 50% of the Premises or the Building; or
      (C) it is impracticable for the Licensor to repair or reinstate the Premises or the Building, acting reasonably and promptly, within one year after the day (or last day) the damage happened; or
      (D) the Premises cannot be used because of the damage, this Licence is due to expire within two years after the day (or last day) the damage happened and this Licence contains no option for extension; and
(c) the Licensee may by giving not less than 30 days notice in writing to the Licensor terminate this Licence if either:
   (i) the Licensor notifies the Licensee under clause 17.1(a)(i) that the Licensor does not intend to repair the damage; or
   (ii) the Licensor notifies the Licensee that the Licensor intends to repair or reinstate the Premises or the Building (Plan) but unreasonably departs from, or takes no
reasonable action in relation to, the Plan;
or
(iii) the Premises will not be able to be used for
their normal purpose within a reasonable
period, or for more than one year, after the
date (or last date) the damage happened.

17.2 Compensation for termination:

(a) is not payable by either party if this Licence
is terminated in accordance with clause 17.1;
or
(b) may be payable by the Licensor to the
Licensee under the Act for the loss or
damage (other than nominal loss or damage)
if:
(i) the Licensor does not give the Licensee a
notice pursuant to clause 17.1(a); or
(ii) the Licensee relies on a notice given
under clause 17.1(a) that the Licensor intends
to repair the Premises or the Building and the
Licensor fails to repair the Premises within
the period stated for repair in the notice or
within a reasonable time after the end of that
period and the Licensee does not terminate
this licence.

17.3 If the Building is damaged so that the Premises
are unfit for the Licensee’s occupation and use or
(having regard to the nature and location of the
Premises and the normal means of access) inaccessible, then and so often as that happens
(unless otherwise determined by the ACT
Magistrates Court), a proportionate part of the
Licence Fee and other amounts payable under
this Licence, according to the nature and extent of
damage or inaccessibility, abates until the
Premises have been reinstated.

17.4 Clauses 17.2(b) and 17.3 will not apply and this
clause 17 does not affect any rights the Licensor
may have against the Licensee where:

(a) the damage or destruction has been caused by
or contributed to, or arises from; or

(b) rights under an insurance policy in
connection with the Building are prejudiced
or a policy is cancelled or payment of a
premium or a claim is refused by the insurer
because of,

any act or omission of the Licensee or the
Licensee’s employees, agents, contractors,
invitees or licensees.

17.5 This clause 17 does not oblige the Licensor to
restore or reinstate the Building or the Premises.

18 DEFAULT AND TERMINATION

18.1 The Licensor may terminate this Licence by
giving the Licensee notice or re-entry if:

(a) the Licensee:

(i) does not comply with an Essential Term;

(ii) does not comply with a term which is not
an Essential Term and, if the failure to
comply with the non-Essential Term can
be remedied, it is not remedied within
seven days after the Licensor asks the
Licensee to remedy it;

(iii) repudiates this Licence; or

(iv) being a corporation or business entity, an
insolvent event (such as, but not limited
to, bankruptcy, liquidation, any
arrangement with creditors, or
insolvency) occurs in respect of the
Licensee; or

(b) the Licensee disregards or breaches:

(i) the Licensor’s Liquor Statute or any other
statutory regulation of the Licensor; or

(ii) the terms of the Licensor’s liquor sale and
use arrangement with the ACT
government; or

(iii) the ACT liquor legislation in general
including not making the necessary
inquires about the requirement for a
licence or obtaining and maintaining an
appropriate liquor licence; and

(c) for an event in subclauses (a) and (b), the
Licensee does not remedy that event within
14 days (or such longer period set out in the
notice) after written notice (Termination
Notice) of the event and proposed
termination of this Licence has been given to
the Licensee.

18.2 Any claim that the Licensor has against the
Licensee under clause 18.1 in respect of any
breach of this Licence will continue and is not a
waiver, even if notice is given and not acted on
by the Licensor.

18.3 The Licensee acknowledges:

(a) the 14 days referred to in the Termination
Notice in clause 18.1(c) is a reasonable
opportunity to remedy a breach of this
Licence; and

(b) an event in clause 18.3(a) justifies
termination of this Licence.
19 ESSENTIAL TERMS

19.1 Although the Licensor may waive or defer compliance with the Essential Terms from time to time the Licensee is not excused from future compliance with them.

19.2 In addition to any rights the Licensor has to terminate this Licence or to re-enter the Premises, the Licensee must compensate the Licensor for any loss the Licensor suffers, including the Licence Fee for the balance of the Term if:
   (a) the Licensee breaches an Essential Term; or
   (b) the Licensor exercises its right to terminate this Licence; or
   (c) the Licensor re-enters the Premises.

19.3 The Licensor must take all reasonable steps to mitigate any loss suffered by the Licensor arising from any breach by the Licensee of this Licence. Any steps taken by the Licensor to mitigate damage will not constitute acceptance by the Licensor of the Licensee's default.

20 NOTICES

20.1 Any notice or other communication to be given by either party to the other must be signed by or on behalf of the party giving the notice and be:
   (a) sent in a prepaid letter addressed to the other party at the address of that party shown in this Licence or the last address of that party advised in writing to the party giving the notice; or
   (b) (in the case of the Licensee only) left at the Premises.

20.2 A notice or other communication sent in a prepaid letter is deemed to have been received on the third day after posting.

21 INTEREST ON OVERDUE MONEY

21.1 If any sum of money is not paid on the due date, then interest must be paid on such sum calculated at the Interest Rate specified in item 10 of the Particulars. Interest will be calculated on daily balances and be payable on the first day of each month. Interest not paid will itself bear interest.

22 OWNER ITEMS

22.1 The Licensor owns and has supplied the Premises with Licensor's property (Owner Items) referred to in the Disclosure Statement (where applicable).

22.2 The Licensee may use the Owner Items for the purposes of conducting its business from the Premises. The Owner Items must not be removed from the Premises by the Licensee.

22.3 The Licensee must keep the Owner Items clean and in good working condition.

22.4 The Licensee must pay to the Licensor the cost of replacing or repairing the Owner Items on demand, if the damage, breakdown or problem is caused by the Licensee's deliberate or negligent act or omission, including a failure to comply with clause 22.3.

23 DISPUTE RESOLUTION

23.1 Subject to the Act, and before resorting to any external dispute resolution mechanisms, the parties will attempt to settle by negotiation any dispute that arises in relation to this Licence. Any unresolved dispute between the Licensor and the Licensee arising under or in connection with this Licence or the use or occupation of the Premises may then be resolved in accordance with the process of mediation and referral of disputes to the ACT Magistrates Court as set out in the Leases (Commercial and Retail) Act 2001.

24 OPTION FOR FURTHER TERM

24.1 This clause 24 does not apply if the words “not applicable” appear in item 4 (Further Term).

24.2 The Licensor must grant to the Licensee a new licence for the Further Term commencing on the day after the Expiry Date if:
   (a) the Licensee gives the Licensor a notice stating that it wants a further licence of the Premises for the term specified in Item 4 (Further Term) and asking the Licensor to give the Licensee an updated Disclosure Statement (if applicable) at least seven days before the further licence is entered into; and
   (b) the Licensor receives that notice within the period from and including the day that is six months before the expiry of the current Term to but including the day that is three months before the expiry of the current Term; and
   (c) when the Licensee gives that notice, and on the expiry of the Term, the Licensee is not in breach of this Licence; and
Canberra & Southeast Region Environment – Licence  January 2007

24.3 The new licence must contain the same conditions as this Licence except that:

(a) if the particulars of only one further term are specified in item 4 this clause 24 and item 4 (Further Term) are to be deleted;

(b) if the particulars of more than one further term are specified in item 4 the particulars of the first further term are to be deleted from item 4;

(c) the Yearly Licence Fee at the commencement of the further term is to be determined in accordance with the Licence Fee Review procedure set out in clause 4 as indicated in item 8;

(d) the new licence may be altered in its form or layout to comply with any present or future requirements under law or for the Licensor;

(e) the new licence may be altered because of any change in legislation applicable to the new licence or Licensor and having effect after the date of this Licence.

25 EARLY TERMINATION

25.1 If the Licensor requires the Premises for reasons in relation to the Crown Lease, due to change, amendment or variation under the Australian National University Act 1991, or requires the Premises for a higher priority University use then the Licensor may terminate this Licence by giving the Licensee such reasonable notice as and when the Licensor becomes aware of the change or priority use, and must give the Licensee at least 90 day’s written notice of the termination.

25.2 Upon termination of the Licence under clause 25.1 the Licensor will not be liable to the Licensee for or to pay any compensation for loss of profit or prospective profit or costs associated with any removal or movement of the Licensee from the Premises including storage and/or removal of the Licensee’s property.

26 HOLDING OVER

26.1 If the Licensee continues to occupy the Premises after the expiry of the Term (or Further Term, if applicable) then the Licensee does so as a monthly tenant at the Licence Fee then applying and on the conditions of this Licence.

26.2 The monthly tenancy may be terminated by either party by one month's notice in writing to the other.

27 GUARANTEE AND INDEMNITY

27.1 This clause 27 does not apply if the words “not applicable” appear in item 11.

27.2 The Guarantor has requested the Licensor to enter into this Licence with the Licensee.

27.3 In consideration for the Lessor granting this request, the Guarantor for the term of this Licence, any renewal of it and any holding over period:

(a) guarantees the due payment of all sums to be paid by the Licensee and the due compliance by the Licensee with all the terms and conditions of this Licence; and

(b) indemnifies the Licensor against all losses incurred by the Licensor as a consequence of any breach by the Licensee if this Licence.

27.4 The Guarantor must pay all sums to be paid by the Licensee and indemnify the Licensor even if the Licensor has not made a demand on the Licensee when:

(a) the Licensee fails to pay the Licence Fee or is otherwise in breach of this Licence; and

(b) the Licensor demands from the Guarantor payment of the Licence Fee or any other sum owing under this Licence.

27.5 The Guarantor will remain liable to the Licensor even if any of the following events occur:

(a) the Licensor exercises any right under this Licence including the Licensor’s rights of re-entry; or

(b) the Licensee (being a body corporate or registered business or partnership or any other relationship) is wound up or dissolved; or
(c) the Licensee (being a natural person) is declared bankrupt; or
(d) either or both this Licence or this guarantee and indemnity is or are wholly or partly unenforceable; or
(e) the Licensor grants time or other indulgence to, compounds or compromises with or releases the Licensee, or any other Guarantor; or
(f) on the part of the Licensor there is acquiescence, delay, an act, omission or mistake; or
(g) any novation of a right of the Licensor; or
(h) any variation of this licence; or
(i) any extension or renewal or holding over of the term or other continued occupation of the Premises by the Licensee; or
(j) the term is determined (by whatever means); or
(k) the obligation or liability of a person other than the Guarantor is invalid or unenforceable.

27.6 Subject to clause 8.10, anything which has the effect of releasing the Guarantor wholly or partly from the Guarantor’s obligations under this guarantee and indemnity will not have that effect unless the Licensor has agreed in writing to release the Guarantor.

27.7 The Licensor may treat the Guarantor as a primary debtor and contractor jointly and severally with the Licensee.

27.8 If there is more than one Guarantor the provisions of this clause will apply to them jointly and severally.

27.9 This guarantee and indemnity is a continuing security and is not discharged by any one payment.

27.10 If a claim that a payment or transfer to the Licensor in connection with this Licence or this guarantee and indemnity is void or voidable (including a claim under laws relating to liquidation, administration, insolvency or protection of creditors) is upheld, conceded or compromised then the Licensor is entitled immediately as against the Guarantor to the rights to which it would have been entitled under this guarantee and indemnity if the payment or transfer had not occurred.

27.11 The Licensor may assign the Licensor’s rights under this guarantee and indemnity.

28 GENERAL CLEANING

28.1 The Licensee is responsible for cleaning the floors, floor coverings, windows, walls, doors and partitions of the Premises in a proper and workmanlike manner on a regular basis, and when requested, to the reasonable satisfaction of the Licensor.

29 DISCLOSURE STATEMENT

29.1 The Licensee acknowledges having received a Disclosure Statement from the Licensor prior to entering into this Licence as required by the Act.

30 THE ACT

30.1 If the provisions of this Licence are inconsistent with the Act the provisions of the Act prevail but only to the extent of the inconsistency and except in so far as any Commonwealth law applies to the License and the Licensor is acting within that law.

31 REPRESENTATION

31.1 The Licensee shall not represent itself, nor shall it hold itself out as, and shall ensure that its officers, employees, and agents do not represent themselves, when representing the Licensee, as being a part of the Licensor’s organisation or as an officer, employee, partner or agent of the Licensor, or as otherwise able to bind or represent the Licensor. The Licensee is not by virtue of this Licence an officer, employee, partner or agent of the Licensor, nor does the Licensee have any power or authority to bind or represent the Licensor. The Licensee shall not use the Licensor’s name, address, logo, trademark or identifying marks in or on any communication or correspondence whatsoever without the prior written consent of the Licensor. Any consent given under this clause 31 is at the sole discretion of the authorised delegate of the Licensor.

32 PARKING

32.1 The Licensee may obtain parking permits for parking on the Licensor’s ground in accordance with the Licensor’s Parking and Traffic Statute. Parking spaces are subject to availability and the
Licensor makes no guarantee about the availability of parking spaces.

33 WAIVER

33.1 The waiver by the Licensor of any default or obligation of the Licensee does not in any circumstance to be construed or operate as a licence to the Licensee to repeat or continue such default or not undertake the obligation nor is any such waiver to be construed or operate as a waiver of any subsequent default or obligation whether of a like nature or not.
LICENSOR’S EXECUTION

SIGNED on behalf of the AUSTRALIAN NATIONAL UNIVERSITY by
…………………………………………………
its duly authorised officer
in the presence of:
…………………………………………………
Signature of witness
Name of witness

…………………………………………………
Address of Witness

AND

LICENSEE’S EXECUTION

SIGNED and Sealed on behalf of
…………………………………………………
by its duly authorised officer/s, and on:
…………………………………………………
Date

…………………………………………………
Company Seal

…………………………………………………
Director
Print Name

…………………………………………………
Director/Secretary
Print Name

…………………………………………………
Company Address
GUARANTOR’S EXECUTION

SIGNED by …………………. 

in the presence of: 

………………. 

Signature of …………………

………………. 

Signature of Witness

……………………………………

Print Name

…………………………………………………………………………………………

Witness Address

……………………………………

Occupation of Witness

……………………………………

Date
ATTACHMENTS

1. Plan
2. Disclosure Statement
DISCLOSURE STATEMENT
LEASES (COMMERCIAL & RETAIL) ACT 2001
ADVICE TO TENANTS (& SUBTENANTS)

Before signing agreements to lease or licence you should ensure you fully understand the documents. If you have any doubt you should seek independent legal advice. This document must be given to you at least 14 days before you enter into a lease or licence unless you have waived or varied the time period. The landlord is required to tell you of the existence of the approved government handbook (a copy of the handbook produced by the ACT Office of Fair Trading is available at ACT government shopfronts or the website www.fairtrading.act.gov.au) and provide you with a copy of the form of the proposed lease or licence as early as practicable in the negotiations. Make sure you have these documents before you sign anything.

This document is:

- not a binding agreement or an offer.
- important and should be kept with the lease.

SECTION 1 - GENERAL DETAILS

<table>
<thead>
<tr>
<th>Owner</th>
<th>The Australian National University</th>
</tr>
</thead>
<tbody>
<tr>
<td>Premises Address</td>
<td>Australian National University,</td>
</tr>
<tr>
<td></td>
<td>Building, Building No. xxx,</td>
</tr>
<tr>
<td></td>
<td>.................... Road, Acton,</td>
</tr>
<tr>
<td></td>
<td>ACT, 0200.</td>
</tr>
<tr>
<td>Lettable area (approx m²)</td>
<td>xxx</td>
</tr>
<tr>
<td>Permitted use or Purpose of Premises</td>
<td>......................... use only.</td>
</tr>
<tr>
<td>Licence Period</td>
<td></td>
</tr>
<tr>
<td>Option Periods (if any)</td>
<td>Nil</td>
</tr>
<tr>
<td>Hours of access to Premises</td>
<td>24 hour access, 7 days a week</td>
</tr>
<tr>
<td>Date on which Premises will be available for occupation by the tenant</td>
<td>subject to ANU security and safety requirements</td>
</tr>
<tr>
<td>All amounts are exclusive/inclusive of GST</td>
<td>exclusive</td>
</tr>
<tr>
<td>Tenant’s insurance - public liability amount</td>
<td>$10,000,000</td>
</tr>
<tr>
<td>Building contents</td>
<td>$amount to cover value of content</td>
</tr>
<tr>
<td>Building (including coverage for glass)</td>
<td>$amount to cover value of replacement</td>
</tr>
<tr>
<td>Security (ie personal guarantees, bank guarantees or security bond)</td>
<td></td>
</tr>
<tr>
<td>State Lessor’s Accounting Period if not a financial year.</td>
<td>1 January – 31 December</td>
</tr>
</tbody>
</table>
### SECTION 2 - RENT

<table>
<thead>
<tr>
<th>Rent- State method for calculating rent:</th>
<th>As stated herein.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Formula</td>
<td>Rent shall be paid to the Owner at the rate of five cents per annum (exclusive of GST) if and when demanded, and payable within one month of the date of any demand by the Owner.</td>
</tr>
</tbody>
</table>

| Rent Review Dates and method for each review - during the Term and any further term (CPI or market or fixed increase by % or other) | N/A |

### SECTION 3 - FINISHES AND MAKE GOOD DETAILS

<table>
<thead>
<tr>
<th>Owner’s requirements as to quality and standard of fittings in premises</th>
<th>To a quality and standard approved by the Owner or the Owner’s architect and contractors.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finishes, fixtures, fittings, equipment and services provided by the owner AND who is responsible to maintain, insure, repair or replace them</td>
<td>Premises’ shell, floor coverings (carpet), concrete floor, glass windows, drainage, power points, telephone connection, light fittings and switches, air conditioner and ducting (if any) (Owner Items). The tenant will be required to maintain and keep in good repair the Owner Items. In the event that replacement of any of the Owner Items is necessary due to the negligent or wrongful conduct of the tenant, the tenant must pay for the replacement of the item/s at the tenant’s cost. The owner will be required to insure the Owner Items. The owner will be required to replace the Owner Items except where the replacement is necessary due to the negligence or wrongful conduct of the tenant.</td>
</tr>
<tr>
<td>Finishes, fixtures, fittings, equipment and services provided by the tenant and who is responsible to maintain, insure, repair or replace them</td>
<td>Internal fit-out and furnishings and all items other than the Owner Items (Tenant Items). The tenant will be required to maintain, repair, insure and replace the Tenant Items.</td>
</tr>
<tr>
<td>Make good requirements at end of licence</td>
<td>The tenant will be required to remove all the Tenant’s items/property unless otherwise agreed between the parties.</td>
</tr>
</tbody>
</table>
SECTION 4 - OUTGOINGS

ESTIMATED OUTGOINGS TO BE PAID BY TENANT

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Conditioning/ Ventilation</td>
<td></td>
<td>Audit fees</td>
<td></td>
</tr>
<tr>
<td>Building Intelligence &amp; Emergency Systems</td>
<td></td>
<td>Cleaning</td>
<td>Tenant responsible</td>
</tr>
<tr>
<td>Car Parking</td>
<td>Tenant responsible</td>
<td>Child Minding</td>
<td></td>
</tr>
<tr>
<td>Electricity</td>
<td>Tenant responsible</td>
<td>Energy Management Systems</td>
<td></td>
</tr>
<tr>
<td>Fire Protection</td>
<td>Tenant responsible</td>
<td>Gardening</td>
<td></td>
</tr>
<tr>
<td>Gas &amp; Oil</td>
<td></td>
<td>Insurance</td>
<td></td>
</tr>
<tr>
<td>Land Tax</td>
<td></td>
<td>Lifts and escalators</td>
<td></td>
</tr>
<tr>
<td>Management Costs</td>
<td></td>
<td>General rates</td>
<td></td>
</tr>
<tr>
<td>Pest Control</td>
<td></td>
<td>Provision for Maintenance</td>
<td></td>
</tr>
<tr>
<td>Public Address/Music</td>
<td></td>
<td>Repairs and Maintenance</td>
<td></td>
</tr>
<tr>
<td>Security</td>
<td>Tenant responsible</td>
<td>Sewerage Disposal &amp; Sullage</td>
<td></td>
</tr>
<tr>
<td>Signs</td>
<td></td>
<td>Telephones</td>
<td></td>
</tr>
<tr>
<td>Uniforms</td>
<td></td>
<td>Water &amp; Sewerage Rates and Charges</td>
<td></td>
</tr>
</tbody>
</table>

Additional outgoings to be borne by tenant (specified as to item and amount)

Proportion of outgoings payable by tenant if tenant is not liable for the total amount. (Formula used in calculating amount.)

Outgoings that may not be recovered from tenant

<table>
<thead>
<tr>
<th></th>
<th>Depreciation</th>
</tr>
</thead>
</table>

SECTION 5 - SHOPPING CENTRE DETAILS

Not applicable to this licence.

---

1 These may vary during the term and are estimates to the extent reasonably determined by the owner.
SECTION 6 - DETAILS OF AGREEMENTS OR REPRESENTATIONS

Give details of any other agreements between owner and tenant, or representations made by owner or tenant (including undertakings given in relation to exclusivity or limitations on competing uses agreed between the parties)

SECTION 7 - DECLARATION BY OWNER

I acknowledge that all details and statements in this Disclosure Statement are true and correct.

Name of owner:

Address of owner:

Signature of owner or owner’s representative:

Date:

SECTION 8 - DECLARATION BY TENANT

I acknowledge receipt of this Disclosure Statement and will return it to the owner. This document is not binding or an offer.

Name of tenant: Canberra & Southeast Region Environment Centre
ABN 33 672 938 987

Address of tenant: c/- President
4 Kauper Street
Scullin ACT 2614

Signature of tenant or tenant’s representative:

Date:

Time of receipt:
Before signing agreements to lease or licence you should ensure you fully understand the documents. If you have any doubt you should seek independent legal advice. This document must be given to you at least 14 days before you enter into a lease or licence unless you have waived or varied the time period. The landlord is required to tell you of the existence of the approved government handbook (a copy of the handbook produced by the ACT Office of Fair Trading is available at ACT government shopfronts or the website www.fairtrading.act.gov.au) and provide you with a copy of the form of the proposed lease or licence as early as practicable in the negotiations. Make sure you have these documents before you sign anything.

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SECTION 2 - RENT

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<th>Rent- State method for calculating rent:</th>
<th>Monthly in advance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Formula</td>
<td>$xxx per square metre per annum <em>(exclusive/not inclusive of GST)</em></td>
</tr>
<tr>
<td>Rent Review Dates and method for each review - during the Term and any further term (CPI or market or fixed increase by % or other)</td>
<td>Annually from commencement.</td>
</tr>
</tbody>
</table>

SECTION 3 - FINISHES AND MAKE GOOD DETAILS

<table>
<thead>
<tr>
<th>Owner’s requirements as to quality and standard of fittings in premises</th>
<th>To a quality and standard approved by the Owner or the Owner’s architect and contractors.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finishes, fixtures, fittings, equipment and services provided by the owner AND who is responsible to maintain, insure, repair or replace them</td>
<td>Premises’ shell, floor coverings (carpet), concrete floor, glass windows, drainage, power points, telephone connection, light fittings and switches, air conditioner and ducting (if any) <em>(Owner Items)</em>. The tenant will be required to maintain and keep in good repair the Owner Items. In the event that replacement of any of the Owner Items is necessary due to the negligent or wrongful conduct of the tenant, the tenant must pay for the replacement of the item/s at the tenant’s cost. The owner will be required to insure the Owner Items. The owner will be required to replace the Owner Items except where the replacement is necessary due to the negligence or wrongful conduct of the tenant.</td>
</tr>
<tr>
<td>Make good requirements at end of licence</td>
<td>The tenant will be required to remove all the Tenant’s items/property unless otherwise agreed between the parties.</td>
</tr>
</tbody>
</table>

DRAFT
### SECTION 4 - OUTGOINGS

**ESTIMATED OUTGOINGS TO BE PAID BY TENANT**

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Air Conditioning/ Ventilation</td>
<td></td>
<td>Audit fees</td>
<td></td>
</tr>
<tr>
<td>Building Intelligence &amp; Emergency Systems</td>
<td></td>
<td>Cleaning</td>
<td>Tenant responsible</td>
</tr>
<tr>
<td>Car Parking</td>
<td>Tenant responsible</td>
<td>Child Minding</td>
<td></td>
</tr>
<tr>
<td>Electricity</td>
<td>Tenant responsible</td>
<td>Energy Management Systems</td>
<td></td>
</tr>
<tr>
<td>Fire Protection</td>
<td></td>
<td>Gardening</td>
<td></td>
</tr>
<tr>
<td>Gas &amp; Oil</td>
<td></td>
<td>Insurance</td>
<td></td>
</tr>
<tr>
<td>Land Tax</td>
<td></td>
<td>Lifts and escalators</td>
<td></td>
</tr>
<tr>
<td>Management Costs</td>
<td></td>
<td>General rates</td>
<td></td>
</tr>
<tr>
<td>Pest Control</td>
<td></td>
<td>Provision for Maintenance</td>
<td></td>
</tr>
<tr>
<td>Public Address/Music</td>
<td></td>
<td>Repairs and Maintenance</td>
<td></td>
</tr>
<tr>
<td>Security</td>
<td>Tenant responsible</td>
<td>Sewerage Disposal &amp; Sullage</td>
<td></td>
</tr>
<tr>
<td>Signs</td>
<td></td>
<td>Telephones</td>
<td></td>
</tr>
<tr>
<td>Uniforms</td>
<td></td>
<td>Water &amp; Sewerage Rates and Charges</td>
<td></td>
</tr>
</tbody>
</table>

**Additional outgoings to be borne by tenant (specified as to item and amount)**

**Proportion of outgoings payable by tenant if tenant is not liable for the total amount. (Formula used in calculating amount.)**

**Outgoings that may not be recovered from tenant**

| Depreciation |

### SECTION 5 - SHOPPING CENTRE DETAILS

Not applicable to this licence.

---

1 These may vary during the term and are estimates to the extent reasonably determined by the owner.
SECTION 6 - DETAILS OF AGREEMENTS OR REPRESENTATIONS

Give details of any other agreements between owner and tenant, or representations made by owner or tenant (including undertakings given in relation to exclusivity or limitations on competing uses agreed between the parties)

SECTION 7 - DECLARATION BY OWNER

I acknowledge that all details and statements in this Disclosure Statement are true and correct.

Name of owner:
Address of owner:
Signature of owner or owner’s representative:
Date:

SECTION 8 - DECLARATION BY TENANT

I acknowledge receipt of this Disclosure Statement and will return it to the owner. This document is not binding or an offer.

Name of tenant:
Address of tenant:
Signature of tenant or tenant’s representative:
Date:
Time of receipt:
COMMERCIAL LICENCE
(ON-CAMPUS FORM)

Between
THE AUSTRALIAN NATIONAL UNIVERSITY
of Acton in the Australian Capital Territory

and

Canberra and South East Region Environment Centre Incorporated Association

of ...................................... in the Australian Capital Territory
THE AUSTRALIAN NATIONAL UNIVERSITY
COMMERCIAL LICENCE
(ON-CAMPUS FORM)

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THE LICENCE

The Australian National University, ABN 52 234 063 906, of Acton, ACT, 0200 (Licensor) grants to the licensee described in item 1 of the Particulars (Licensee) the exclusive right to use the premises under licence, and for the purpose/use described in item 2 of the Particulars (Premises, Purpose/Use), in the building described in item 3 of the Particulars (Building) for the term specified in item 4 of the Particulars (Term) commencing on the date specified in item 5 of the Particulars (Commencement Date) and expiring on the date specified in item 6 of the Particulars (Expiry Date) and as otherwise on the terms and conditions contained in the Operative Provisions below.

THE PARTICULARS

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
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</thead>
</table>
| 1. | LICENSEE: | Canberra and South East Region Environment Centre Incorporated Association
|   | ABN .................................... | Address (not a post office box) |
| 2. | PREMISES: | ......................... (the area delineated on the attached plan).
|   | PURPOSE AND USE: | For a .................. only. |
| 3. | BUILDING: | Australian National University, ........................., Building No ..........., Acton, ACT, 0200. |
| 4. | TERM: | .... months/years. |
|   | FURTHER TERM: | Option for further term of .5 years....
|   | (clause 24) | (Note: The Term period is generally to be of 5 years, either outright or combination of Term and Further Term, otherwise the licensee must obtain and produce an independent certificate from a legal adviser for any lesser period of 5 years) |
| 7. | LICENCE FEE: | $............. per annum (not inclusive of GST and subject to clause 16). |
|   | (clause 3) | $............. |
|   | MONTHLY PAYMENT: | On or before the first day of each month. |
|   | DUE DAY OF THE MONTH: | Cheque made payable to the Australian National University. |
|   | METHOD OF PAYMENT: | |
|   | DATE OF FIRST PAYMENT: | |
| 8. | LICENCE FEE REVIEW DATE(S): (clause 4) | date............. |
(b)  **CPI Licence Fee Review Date(s):**  

<table>
<thead>
<tr>
<th>Year</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2007</td>
<td></td>
</tr>
<tr>
<td>2008</td>
<td></td>
</tr>
<tr>
<td>2009</td>
<td></td>
</tr>
<tr>
<td>2010</td>
<td></td>
</tr>
<tr>
<td>2011</td>
<td></td>
</tr>
</tbody>
</table>

If option is exercised:  

(\[ \text{X \% per annum.} \])

(c)  **Fixed Rate and Review Date(s):**  

<table>
<thead>
<tr>
<th>Year</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2007</td>
<td></td>
</tr>
<tr>
<td>2008</td>
<td></td>
</tr>
<tr>
<td>2009</td>
<td></td>
</tr>
<tr>
<td>2010</td>
<td></td>
</tr>
<tr>
<td>2011</td>
<td></td>
</tr>
</tbody>
</table>

If option is exercised:  

(\[ \text{X \% per annum.} \])

9. **AMOUNT OF PUBLIC RISK INSURANCE COVER:**  

(\[ \text{clause 12} \])  

**AMOUNT OF LICENSEE’S PRODUCT/BUSINESS LIABILITY INSURANCE COVER (INCLUDING COVERAGE FOR GLASS):**  

(\[ \text{clause 12} \])  

**WORKERS’ COMPENSATION AND COMMON LAW LIABILITY INSURANCE COVER:**  

(\[ \text{clause 12} \])  

\$10,000,000.

\$10,000,000.

As per applicable State and Territory legislation.

10. **INTEREST RATE (OVERDUE MONEY):**  

(\[ \text{clause 21} \])  

10\% per annum.

11. **GUARANTOR/S:**  

(\[ \text{clause 27} \])  

*Not applicable* or name of guarantor.

12. **Licensee’s Outgoing Percentage:**  

(\[ \text{definition of Licensee’s Contribution in clause 5} \])  

*Not applicable* or the percentage the Licensed area of the Premises bears to the total area of the Building - xx\%.

13. **Base Outgoings Year:**  

(\[ \text{definition of Licensee’s Contribution in clause 5} \])  

*Not applicable* or year.
ACKNOWLEDGEMENTS UNDER THE
LEASES (COMMERCIAL and RETAIL) ACT 2001

The Licensee acknowledges:

1. the Licensee received a Disclosure Statement which complied with the Act; and

2. before this Licence was entered into the Licensor informed the Licensee about the approved handbook (as contemplated under section 35(2) of the Act).
The Licensor and the Licensee agree as follows:

THE OPERATIVE PROVISIONS

1 MEANING OF WORDS

The following words have these meanings unless the contrary intention appears. Other words have the meanings indicated on the cover sheet and the Particulars.

Item numbers refer to those numbers in the Particulars.

Act means the Australian Capital Territory (ACT) Leases (Commercial and Retail) Act 2001.

Approved Handbook means the handbook approved under the Leases (Commercial and Retail) Act 2001, as in force from time to time.

Auditor means an auditor who is a member of either the Institute of Chartered Accountants or the Australian Society of Certified Practising Accountants.

Building means the building in which the Premises are located.

Consumer Price Index or CPI means the Consumer Price Index - All Groups (Canberra) or the index officially substituted for it.

Current CPI means the Consumer Price Index number last published before the relevant CPI Adjustment Date.

Crown Lease means the crown lease of which the Premises form part or whole.

Disclosure Statement means a statement signed on behalf the Licensor and given to the Licensee in accordance with the Act.

Effective Control means control:

(a) of the composition of the board of directors; or

(b) of more than one-half of the voting rights.

Essential Terms mean clauses 3, 4, 5, 6, 7.1, 8.1, 9.1, 9.2, 15.1, 16, 18, 19, 21, 26, 27 and 31.

GST has the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (referred to as the ‘GST Act’) and associated imposition statutes.

Licence includes this document including schedules, attachments, any inventory or special condition annexed to this document.

Licensee includes the executors, administrators, successors and assigns of the licensee.

Licensee's Contribution means for an Outgoings Year:

(a) if a Base Outgoings Year is specified in item 13 of the Particulars, the Licensee's Percentage of the increase in outgoings since the Base Outgoings Year; and

(b) if a Base Outgoings Year is not specified in item 13, the Licensee's Percentage of Outgoings,

and, if the Term commences or expires during that Outgoings Year, the Licensee's Contribution for that Outgoings Year is the amount in paragraph (a) or (b) as applicable, multiplied by the number of days of the Term in that Outgoings Year and divided by the number of days in that Outgoings Year.

Licensee's Property means the fixtures and fittings and other property of the Licensee in, on or used in the Premises.

Minister means the Commonwealth authority or person responsible for administering the Australian National University.

Outgoings mean in respect of each Outgoings Year the aggregate of all:

(a) general rates and charges including (but not limited to) charges for garbage and trade waste removal;

(b) water, sewerage and drainage rates and charges;

(c) land tax;

(d) other rates and statutory charges;

(e) insurance premiums payable in respect of the insurance the Licensor must take out pursuant to clause 12; and

(f) any other items specified in the Disclosure Statement;

levied, charged, assessed, imposed or payable by the Licensor in respect of the Premises, the Building or the Land.

Outgoings Year means the 12 month period ending on 31 December in each year.

Previous CPI means the Consumer Price Index number last published before the Review Date immediately preceding the relevant CPI Adjustment Date (or, if there has not been one, the Commencement Date).

Renewal Offer Licence Fee means the initial licence fee for the Premises for the purposes
of an offer made pursuant to clause 28.2 or clause 28.4.

Review Date means a Fixed Review Date, a CPI Adjustment Date or a Market Review Date.

Term means the period from and including the Commencement Date to and including the expiry of the Term in item 4, unless terminated earlier.

Valuer means a valuer with the qualifications and expertise required under the Act in determining market value rentals or some other suitably qualified person.

1.2 Certain Terms

Unless the contrary intention appears:

(a) a reference to a statute, ordinance or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements;

(b) the word "person" includes a corporation, a partnership, an incorporated or unincorporated association or an authority;

(c) where a party consists of more than one person, this Licence binds those persons jointly and individually;

(d) a reference to a month means a calendar month;

(e) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;

(f) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(g) the singular includes the plural and vice versa;

(h) references to “Licensee”, “Licensor” and “Licensee’s Fittings” are a reference to “Tenant”, “Owner” and “Tenant’s Items”, respectively, in the Disclosure Statement.

(i) if this document is not registered as a licence at the Registrar-General's Office, a reference to “this Licence” is a reference to:

   (i) any licence implied by the common law because of occupation and payment of a licence fee substantially in accordance with this document; and

   (ii) any licence arising in equity due to the agreement between the parties as evidenced by this document.

1.3 Headings

Headings are inserted for convenience and do not affect the interpretation of this Licence.

2 APPLICATION OF STATUTORY PROVISIONS

2.1 The covenants, powers and provisions implied in every lease/licence under regulation for subsection 20(3) of the Act or implied by virtue of the Land Titles Act 1925 are declared not to apply or to be modified only so far as they are inconsistent with these conditions.

3 LICENCE FEE

3.1 The Licensee agrees to pay the Yearly Licence Fee specified in item 7 of the Particulars to the Licensor monthly in advance (or as the Licensor directs) in the amount specified in item 7 of the Particulars, without reduction, on the day specified in item 7 of the Particulars at the location (or in the manner the Licensor directs) in item 7 of the Particulars from the date of first payment specified in item 7 of the Particulars.

3.2 If an instalment is for a period of less than one month, then that instalment is that proportion of one-twelfth of the Yearly Licence Fee which the number of days in the period bears to the number of days in the month in which that period begins.

4 LICENCE FEE REVIEW

Market Licence Fee Review

4.1 The following Market Licence Fee Review clauses do not apply if there are no Market Licence Fee Review Dates in item 8 of the Particulars.

4.2 Before each Market Licence Fee Review Date the annual licence fee may be adjusted by the Licensor for the Premises.

4.3 Before the Market Licence Fee Review Date the Licensor must give the Licensee a notice stating the Licensor's assessment for the annual Licence Fee for the Premises effective from the next Market Licence Fee Review Date.

4.4 The annual Licence Fee from and including the relevant Market Licence Fee Review Date is the amount stated in the notice under clause 4.3 unless the Licensee gives the Licensor a notice within one month after receipt of the notice under clause 4.3, disagreeing with that amount.

4.5 If the parties do not agree on the annual Licence Fee of the Premises from the relevant Market Licence Fee Review Date within 14 days after
the Licensee’s notice given under clause 4.3, then the annual Licence Fee is to be determined in accordance with clause 4.6.

4.6 Where the parties disagree under clause 4.5 then:

(a) the Licensor and the Licensee will appoint a Valuer to determine the annual market licence fee of the Premises;
(b) if the Licensor and the Licensee do not agree upon the nomination of a Valuer then each of them must nominate a Valuer to determine the annual market licence fee of the Premises:
   (i) if the Valuers do not agree then they must appoint an umpire whose determination of the annual market licence fee will be final and binding;
   (ii) if the Valuers do not agree upon the appointment of an umpire then the President of the ACT division of the Australian Institute of Valuers and Land Economists Incorporated (Valuation Stream) may appoint a valuer of not less than 5 years standing as the umpire;
(c) in determining the annual market licence fee any valuer will:
   (i) act as an expert and not as an arbitrator; and
   (ii) exclude the value of any goodwill of the Licensee’s business, the value of the Licensee’s Fittings in the Premises and the deleterious condition of the Premises if that condition results from any breach of this Licence by the Licensee;
(d) the costs of the determination of the annual licence fee under clause 4 will be paid by the parties equally;
(e) the annual licence fee until the next Market Licence Fee Review Date will be:
   (i) the licence fee determined under this clause; or
   (ii) until the determination under this clause 4 is completed, the Licence Fee payable immediately beforehand;
(f) any variation in the annual licence fee resulting from the determination will take effect from the Market Licence Fee Review Date or from the date of commencement of any further term granted to the Licensee.
(g) On the first Monthly Licence Fee date after the annual Licence Fee is agreed or determined under this clause 4, the Licensee must pay the Licensor (or the Licensor must credit the Licensee with) the difference between what the Licensee has paid on account of annual Licence Fee and the annual Licence Fee for the period from and including the relevant Market Licence Fee Review Date to but excluding that monthly Licence Fee date.

CPI Licence Fee Review

4.6 The following CPI Licence Fee Review clauses do not apply if there are no CPI Licence Fee Review Dates in item 8 of the Particulars.

4.7 On each CPI Licence Fee Review Date the yearly licence fee then payable is to be the annual licence fee that is calculated in accordance with the following formula:

\[
A = \frac{B \times C}{D}
\]

Where:

A is the annual licence fee payable from and including the relevant Licence Fee Review Date;
B is the annual licence fee payable immediately before the relevant Licence Fee Review Date;
C is the Current CPI;
D is the Previous CPI.

4.8 If either:

(a) the Consumer Price Index All Groups (Canberra) ceases to be published quarterly; or
(b) the method of calculation of the Consumer Price Index All Groups (Canberra) substantially alters,

then the Consumer Price Index All Groups (Canberra) is to be replaced by the nearest equivalent index and any necessary consequential amendments are to be made.

Fixed Rate Review

4.9 The following Fixed Rate Review clauses do not apply if there are no Fixed Rate amount or percentage and Fixed Rate Review Dates in item 8 of the Particulars.

4.10 The annual Licence Fee increases from and including each Fixed Rate Review Date to the
5 CHARGES AND OUTGOINGS

Charges

5.1 The Licensee agrees to pay on time all amounts payable by the Licensee which are separately charged or imposed in connection with the Premises or by the Licensee’s use or occupation of the Premises including any charge levied by the University for maintenance of the Building, including security and fire protection, and for electricity or other utility provision for the public areas of the Building.

5.2 If any charge is not paid within 1 month of the due date then the Licensor may pay that amount. Any amount paid by the Licensor must be repaid by the Licensee on demand.

5.3 The Licensee agrees to produce to the Licensor when required the receipts for payment for all charges.

5.4 The Licensee acknowledges that the Licensor may procure services not separately charged to the Premises at the Commencement Date (including water and electricity) to be separately charged to the Premises during the Term or any further term of this Licence.

Outgoings

5.5 The following clauses in this clause 5 do not apply if the words “not applicable” appear in item 12 of the Particulars.

5.6 The Licensee must pay to the Licensor on demand the Licensee's Contribution for each Outgoings Year.

5.7 At least one month before the beginning of each of Outgoings Year the Licensor must give to the Licensee a notice stating the Licensor’s estimate of the Outgoings for that Outgoings Year using the item descriptions used in the list of outgoings in the Disclosure Statement.

5.8 Within one month after the end of each Outgoings Year, the Licensor must make available for examination of the Licensee a written expenditure statement detailing all expenditure by the Licensor on account of Outgoings during the last Outgoings Year using the item descriptions used in the list of outgoings in the Disclosure Statement.

5.9 Within 3 months after the end of each Outgoings Year the Licensor must give the Licensee a written report detailing all expenditure by the Licensor in the last Outgoings Year on account of Outgoings.

5.10 The report provided pursuant to clause 5.9 must be accompanied by copies of receipts in respect of all expenditure by the Licensor on account of Outgoings.

6 ALTERATIONS

6.1 The Licensee must not make or allow to be made any alteration or addition to the Premises (whether structural or otherwise) without the written consent of the Licensor.

6.2 If the Licensee is likely to be affected by proposed alterations to or refurbishment of the Building or grounds surrounding the Building, the Licensor must give the Licensee at least 2 months written notice of the alterations or refurbishment including details of the proposed alterations or refurbishment and the measures, if any, that will be taken by the Licensor to minimise the effect of the alterations or refurbishment. In cases of emergency the Licensor need only give the Licensee reasonable notice of the proposed alteration or refurbishment.

7 MAINTENANCE AND REPAIRS

7.1 In addition to clause 28, the Licensee must:

(a) keep the Premises clean and in a tidy condition; and

(b) keep the Premises (including the air-conditioning (if any)) and the Licensor’s property in good repair; and

(c) hand over the Premises in good repair at the end of the licence,

in each case to the reasonable satisfaction of the Licensor, fair wear and tear and damage by fire, storm, lightning, flood or earthquake excepted.

7.2 The Licensee must comply with any written notice of the Licensor to repair or clean the Premises in accordance with the Licensee’s obligations contained in this clause.

7.3 If the Licensee does not comply:

(a) within 14 days with a notice to repair; or

(b) within 48 hours with a notice to clean,
and does not complete the repair or cleaning within a reasonable time then the Licensor may complete the repair or cleaning. Any cost of the repair or cleaning is repayable by the Licensee on demand.

7.4 The Licensor or any properly authorised person of the Licensor is allowed to enter the Premises at any reasonable time to carry out cleaning or repairs to be carried out by the Licensor.

7.5 If the Premises' glass windows are destroyed or damaged the Licensee must promptly replace them with glass of at least the same standard, suitability and thickness.

8 ASSIGNMENT, SUBLICENSE AND MORTGAGES

8.1 The Licensee may only assign this Licence if it complies with and obtains the consent of the Licensor in accordance with this clause 8, and must not sublicense or grant a mortgage over or otherwise part with possession of the Premises.

8.2 If the Licensee is a company, any change in Effective Control of the Licensee or its holding company will be an assignment of the Premises.

8.3 Subject to clause 8.4, if the Licensee proposes to assign this Licence, the Licensee must give the Licensor a notice asking for consent and provide the information required under clause 8.6.

8.4 Before the Licensee may give the Licensor a notice pursuant to clause 8.3, the Licensee must give the proposed assignee a copy of any Disclosure Statement the Licensee has been given for this Licence and details of any material changes to it since it was given to the Licensee of which the Licensee is, or could reasonably be expected to be, aware.

8.5 For the purpose of complying with clause 8.4, the Licensee may give a notice to the Licensor asking for a copy of any Disclosure Statement the Licensee has given to the Licensee, and unless the Licensor has a reasonable excuse, the Licensor must comply with the Licensee's written request within 14 days of receiving the Licensee's notice.

8.6 If the Licensee requests the Licensor's consent to an assignment of this Licence of the Premises, the Licensee must provide the Licensor with:

(a) a written application for consent;
(b) for each proposed assignee and any proposed guarantor:

(i) their full names and addresses (including, for individuals their current residential addresses); and
(ii) any information concerning the financial standing of the proposed assignee (including details of any finance they may have, or propose to have, approved); and
(iii) information concerning the business skills of the proposed assignee, and ability to obtain appropriate regulatory licences for the Premises; and
(iv) information concerning the financial standing of any proposed guarantor for the proposed assignee; and
(v) the proposed use of the Premises by the proposed assignee; and
(vi) the ability of the proposed assignee to operate the business conducted or to be conducted from the Premises; and
(vii) references for the proposed assignee.

8.7 The Licensor is taken to have given the Licensor’s consent to the proposed assignment if the Licensor has not given the Licensee written notice of the Licensor’s consent or refusal to consent:

(a) (unless subclause (b) applies) within 28 days after receiving the Licensee’s request for consent in accordance with this clause 8; and
(b) if the Licensor has requested information or further information, within 21 days after the Licensor receives all the information requested.

8.8 The Licensor will not unreasonably withhold consent to a proposed assignment of this Licence of the Premises if:

(a) the Licensee complies with this clause 8.3, 8.4, 8.5 and 8.6; and
(b) the Licensee proves to the Licensor's reasonable satisfaction the proposed assignee:

(i) is a suitable, respectable, responsible and financially sound person (with sufficient financial resources) with experience in, and a good reputation for, conducting the business permitted, and to the standard required, under the Licence; and
(ii) is capable of performing the Licensee’s obligations under the Licence; and
(iii) is adequately capable and skilled to carry on the Licensee’s business; and
(iv) will be, or the business to be conducted by the proposed assignee, is compatible with other occupants of the Building; and
(v) intends to use the Premises for a purpose allowed under this Licence; and
(c) any breach of this licence has been rectified.

8.9 Before an assignment of this Licence takes effect:
(a) the consent of the Licensor in accordance with this clause 8 must have been obtained; and
(b) the Licensor, the Licensee and the proposed assignee and any guarantor (if required) must have entered into a consent document relating to the assignment in the form reasonably required by the Licensor and prepared by the Licensee; and
(c) any guarantee, bond or guarantee and indemnity reasonably required by the Licensor must be given; and
(d) the Licensee must comply, and ensure that the proposed assignee complies, with all the Licensor's reasonable requirements in relation to the assignment (including compliance by the assignee with the insurance requirements of this Licence); and
(e) the Licensee must obtain the Licensor's confirmation that the Licensee has obtained any consents it has agreed to obtain; and
(f) any default under this Licence must be remedied; and
(g) the reasonable legal and other expenses incurred by the Licensor in connection with the assignment must be paid.

8.10 On assignment of this Licence in accordance with this clause 8, the Licensee and the Licensee's Guarantor are released from further obligations under this Licence, without prejudice to any right or claim the Licensor has against the Licensee or the Licensee's Guarantor arising prior to the assignment.

9 USE OF THE PREMISES

9.1 The Licensee must only use the Premises for the purpose or use stated in Item 2 of the Particulars.

9.2 The Licensee must not:
(a) carry on or permit to be carried on any noxious, noisy, dangerous or offensive business in the Premises; or
(b) allow anything to be done on the Premises which may annoy or cause damage to other persons in the immediate area or neighbourhood or on the campus of the Australian National University; or
(c) without the Licensor's consent bring anything on to the Premises that might overload the floor.

9.3 The Licensee must:
(a) take all reasonable precautions against the outbreak of fire in the Premises; and
(b) immediately notify the Licensor of the occurrence of any fire or other event which damages the Premises.

9.4 The Licensee must comply with published Statutes, Rules and Orders made under the Australian National University Act 1991.

9.5 The business conducted from the Premises must be carried out in accordance with good trade and business practice for the industry, and in accordance with occupational, health and safety requirements under law.

9.6 The Licensee must take reasonable measures to keep the Premises free from pests or vermin.

9.7 The Licensee must comply with all Commonwealth and Australian Capital Territory laws, any requirements of authorities (including obtaining and maintaining all necessary licences and permits), and those reasonable orders issued by the Australian National University's authorised delegate, in connection with the Premises, the Licensee's business, the Licensee's use or occupation of the Premises.

9.8 The Licensee must observe and perform the terms of the Crown Lease or any head lease of the Land insofar as those terms affect the Premises.

9.9 The Licensee must do all things reasonably possible in an endeavour to control usage without waste including for Utility services supplied and in respect of recycling and environmental issues.

9.10 Notwithstanding clause 9 the Licensee acknowledges and agrees that this Licence does not confer upon the Licensee any estate or interest in land in respect of any part of the Premises or Building, possession and control of which remains vested in the Licensor at all times.

10 INSPECTION OF THE PREMISES

10.1 The Licensee must permit:
(a) the Minister or any person authorised by the Minister or the Australian National University to enter the Premises for the purposes of the Crown Lease; and
(b) the Licensor or any person authorised by the Licensor to enter and inspect the Premises at all reasonable times after giving reasonable notice.
11 ADVERTISEMENT AND SIGNS

11.1 The Licensee must not display, or allow to be displayed, any sign on the Premises without the written consent of the Licensor which must not be unreasonably withheld.

11.2 The Licensee will remove its business signs or other signs when the Term has expired or this Licence has been terminated and will pay to the Licensor on demand the costs of the repair of any damage caused by the removal.

12 INSURANCE AND INDEMNITY

12.1 During the Term the Licensee must obtain and maintain current, noting the interest of the Licensor on each policy, the following:
   (a) an insurance policy for all plate glass windows on the Premises; and
   (b) a public risk liability policy for an amount not less than the amount referred to in item 9 of the Particulars; and
   (c) a policy to cover the business liability of the Licensee at law, in contract or tort for an amount not less than the amount referred to in item 9 of the Particulars; and
   (d) a building contents policy sufficient to cover replacement value of the Licensor’s items or third party items; and
   (e) workers’ compensation and common law liability policy for persons employed by the Licensee.

12.2 By written notice to the Licensee, the Licensor may from time to time increase the amount referred to in item 9 to an amount reasonably required by the Licensor.

12.3 The Licensee must indemnify the Licensor against all liabilities or losses arising out of any:
   (a) injury to; or
   (b) death of; or
   (c) damage to the property of,
   the Licensee or its employees, agents, invitees, contractors or licensees while upon or entering any part of the Building and Premises except if caused by the Licensor or the Licensor’s employees, agents or contractors.

12.4 The insurance policies and the insurers must at all times be acceptable to the Licensor.

12.5 If requested by the Licensor the Licensee must promptly produce proof of the insurances and the payment of premiums.

12.6 If the Licensee does not promptly produce evidence of the insurances when requested the Licensor may effect the insurances and the Licensee must reimburse the Licensor for its costs.

12.6 The Licensee must not do anything or allow anything to be done, or fail to do anything that would allow an insurer to refuse or reduce a claim.

12.7 The Licensee will not hold the Licensor liable for, and indemnifies the Licensor against, any loss, liability or expense incurred by the Licensee as a result of a loss, interruption or a variation in the quality or frequency of a Utility service (ie. electricity, water or similar Utility service supplied to the Premises) or a claim by a third party on the Premises arising out of or in connection with any interruption, loss or variation of the supplied Utility service.

13 WATER DAMAGE

13.1 The Licensor is not liable for damage to property of the Licensee arising from water supply or rain water which leaks or flows into the Premises, except if caused by the Licensor or the Licensor’s employees, agents or contractors.

14 VACANCY NOTICE

14.1 If requested by the Licensor the Licensee will permit any agent of the Licensor to take prospective licensees through the Premises during the last 3 months of the Term or permit any agent of the Licensor to take prospective licensees through the Premises where either party has given notice of termination.

15 REMOVAL OF FIXTURES AND FITTINGS

15.1 On expiry of the Term or termination of this Licence, whichever is earlier, the Licensee must promptly remove all the Licensee’s property from the Premises.

15.2 If the Licensee does any damage to the Premises in removing any Licensee’s property the Licensee must:
   (a) repair any damage promptly; and
   (b) continue to pay the Licence Fee and all other charges under this Licence until the damage is repaired.
15.3 If the Licensee does not comply with clause 15.1 the Licensee is deemed to have (at the option of the Licensor):

(a) abandoned the Licensee’s property remaining on the Premises; and

(b) appointed the Licensor the Licensee’s agent for the purpose of removing the Licensee’s property from the Premises and either storing it at the risk and cost of the Licensee or selling it in any manner the Licensor decides, without in each case having any liability to the Licensee.

15.4 If pursuant to clause 15.3 the Licensor sells the Licensee’s property (as agent for the Licensee):

(a) the Licensor may apply the net proceeds firstly in satisfaction of any amount owing to the Licensor by the Licensee pursuant to this Licence and secondly in payment of the cost of removing and selling the Licensee’s property;

(b) the Licensor is to account to the Licensee for any balance of the net proceeds; and

(c) the provision of clause 15.3 and this clause 15.4 do not limit any other rights or remedies of the Licensor under this Licence or at law.

16 TAXES, DUTIES, COSTS AND EXPENSES

16.1 Subject to the Act the Licensee must pay to the Licensor on demand any taxes, duties, cost and expenses which the Licensor incurs in relation to this Licence other than costs associated with the preparation of this Licence.

16.2 The Goods and Services Tax (GST) under A New Tax System (Goods and Services Tax) Act 1999 (the GST Act) applies to the Licensee. The Licence Fee and any other payments under this licence do not include GST.

16.3 If GST is imposed on any supply by the Licensor under this Licence, the Licensee must pay the amount imposed to the Licensor at the same time as and in addition without setoff to the amount the Licensee is required to pay to the Licensor for the supply in question.

16.4 In relation to taxable supplies made under this Licence, the Licensor agrees to issue the Licensee with either:

(a) a tax invoice in accordance with the GST Act and Regulations; or

(b) a document satisfying the minimum information requirements set out in A New Tax System (Goods and Services Tax) Regulations 1999 to entitle a recipient of a taxable supply to claim an input tax credit without holding a tax invoice.

17 DAMAGE TO PREMISES OR BUILDING

17.1 If during the Term the Building or the Premises are damaged in a material way or destroyed:

(a) then within 2 months of the date (or the last date) of the damage or destruction occurring the Licensor must notify the Licensee that either:

(i) the Licensor reasonably considers that repair of the Building or the Premises is impracticable and the Licensor does not intend to repair the Premises or the Building, or

(ii) the Licensor intends to repair or reinstate the Premises or the Building between the approximate starting and finishing dates stated in the notice given; and

(b) the Licensor may by giving not less than 30 days notice to the Licensee terminate this Licence, if:

(i) the Licensor has given a notice to the Licensee under clause 17.1(a)(i); and

(ii) either:

(A) the Premises or the Building has to be, or has been, demolished because of the damage; or

(B) the damage extends to more than 50% of the Premises or the Building; or

(C) it is impracticable for the Licensor to repair or reinstate the Premises or the Building, acting reasonably and promptly, within one year after the day (or last day) the damage happened; or

(D) the Premises cannot be used because of the damage, this Licence is due to expire within two years after the day (or last day) the damage happened and this Licence contains no option for extension; and

(c) the Licensee may by giving not less than 30 days notice in writing to the Licensor terminate this Licence if either:

(i) the Licensor notifies the Licensee under clause 17.1(a)(i) that the Licensor does not intend to repair the damage; or

(ii) the Licensor notifies the Licensee that the Licensor intends to repair or reinstate the Premises or the Building (Plan) but unreasonably departs from, or takes no
reasonable action in relation to, the Plan; or

(iii) the Premises will not be able to be used for their normal purpose within a reasonable period, or for more than one year, after the date (or last date) the damage happened.

17.2 Compensation for termination:

(a) is not payable by either party if this Licence is terminated in accordance with clause 17.1; or

(b) may be payable by the Licensor to the Licensee under the Act for the loss or damage (other than nominal loss or damage) if:

(i) the Licensor does not give the Licensee a notice pursuant to clause 17.1(a); or

(ii) the Licensee relies on a notice given under clause 17.1(a) that the Licensor intends to repair the Premises or the Building and the Licensor fails to repair the Premises within the period stated for repair in the notice or within a reasonable time after the end of that period and the Licensee does not terminate this licence.

17.3 If the Building is damaged so that the Premises are unfit for the licensee’s occupation and use or (having regard to the nature and location of the Premises and the normal means of access) inaccessible, then and so often as that happens (unless otherwise determined by the ACT Magistrates Court), a proportionate part of the Licence Fee and other amounts payable under this Licence, according to the nature and extent of damage or inaccessibility, abates until the Premises have been reinstated.

17.4 Clauses 17.2(b) and 17.3 will not apply and this clause 17 does not affect any rights the Licensor may have against the Licensee where:

(a) the damage or destruction has been caused by or contributed to, or arises from; or

(b) rights under an insurance policy in connection with the Building are prejudiced or a policy is cancelled or payment of a premium or a claim is refused by the insurer because of, any act or omission of the Licensee or the Licensee’s employees, agents, contractors, invitees or licensees.

17.5 This clause 17 does not oblige the Licensor to restore or reinstate the Building or the Premises.

18 DEFAULT AND TERMINATION

18.1 The Licensor may terminate this Licence by giving the Licensee notice or by re-entry if:

(a) the Licensee:

(i) does not comply with an Essential Term; or

(ii) does not comply with a term which is not an Essential Term and, if the failure to comply with the non-Essential Term can be remedied, it is not remedied within seven days after the Licensor asks the Licensee to remedy it; or

(iii) repudiates this Licence; or

(iv) being a corporation or business entity, an insolvent event (such as, but not limited to, bankruptcy, liquidation, any arrangement with creditors, or insolvency) occurs in respect of the Licensee; or

(b) the Licensee disregards or breaches:

(i) the Licensor’s Liquor Statute or any other statutory regulation of the Licensor; or

(ii) the terms of the Licensor’s liquor sale and use arrangement with the ACT government; or

(iii) the ACT liquor legislation in general including not making the necessary inquiries about the requirement for a licence or obtaining and maintaining an appropriate liquor licence; and

(c) for an event in subclauses (a) and (b), the Licensee does not remedy that event within 14 days (or such longer period set out in the notice) after written notice (Termination Notice) of the event and proposed termination of this Licence has been given to the Licensee.

18.2 Any claim that the Licensor has against the Licensee under clause 18.1 in respect of any breach of this Licence will continue and is not a waiver, even if notice is given and not acted on by the Licensor.

18.3 The Licensee acknowledges:

(a) the 14 days referred to in the Termination Notice in clause 18.1(c) is a reasonable opportunity to remedy a breach of this Licence; and

(b) an event in clause 18.3(a) justifies termination of this Licence.
19 ESSENTIAL TERMS

19.1 Although the Licensor may waive or defer compliance with the Essential Terms from time to time the Licensee is not excused from future compliance with them.

19.2 In addition to any rights the Licensor has to terminate this Licence or to re-enter the Premises, the Licensee must compensate the Licensor for any loss the Licensor suffers, including the Licence Fee for the balance of the Term if:
   (a) the Licensee breaches an Essential Term; or
   (b) the Licensor exercises its right to terminate this Licence; or
   (c) the Licensor re-enters the Premises.

19.3 The Licensor must take all reasonable steps to mitigate any loss suffered by the Licensor arising from any breach by the Licensee of this Licence. Any steps taken by the Licensor to mitigate damage will not constitute acceptance by the Licensor of the Licensee's default.

20 NOTICES

20.1 Any notice or other communication to be given by either party to the other must be signed by or on behalf of the party giving the notice and be:
   (a) sent in a prepaid letter addressed to the other party at the address of that party shown in this Licence or the last address of that party advised in writing to the party giving the notice; or
   (b) (in the case of the Licensee only) left at the Premises.

20.2 A notice or other communication sent in a prepaid letter is deemed to have been received on the third day after posting.

21 INTEREST ON OVERDUE MONEY

21.1 If any sum of money is not paid on the due date, then interest must be paid on such sum calculated at the Interest Rate specified in item 10 of the Particulars. Interest will be calculated on daily balances and be payable on the first day of each month. Interest not paid will itself bear interest.

22 OWNER ITEMS

22.1 The Licensor owns and has supplied the Premises with Licensor’s property (Owner Items) referred to in the Disclosure Statement (where applicable).

22.2 The Licensee may use the Owner Items for the purposes of conducting its business from the Premises. The Owner Items must not be removed from the Premises by the Licensee.

22.3 The Licensee must keep the Owner Items clean and in good working condition.

22.4 The Licensee must pay to the Licensor the cost of replacing or repairing the Owner Items on demand, if the damage, breakdown or problem is caused by the Licensee's deliberate or negligent act or omission, including a failure to comply with clause 22.3.

23 DISPUTE RESOLUTION

23.1 Subject to the Act, and before resorting to any external dispute resolution mechanisms, the parties will attempt to settle by negotiation any dispute that arises in relation to this Licence. Any unresolved dispute between the Licensor and the Licensee arising under or in connection with this Licence or the use or occupation of the Premises may then be resolved in accordance with the process of mediation and referral of disputes to the ACT Magistrates Court as set out in the Leases (Commercial and Retail) Act 2001.

24 OPTION FOR FURTHER TERM

24.1 This clause 24 does not apply if the words “not applicable” appear in item 4 (Further Term).

24.2 The Licensor must grant to the Licensee a new licence for the Further Term commencing on the day after the Expiry Date if:
   (a) the Licensee gives the Licensor a notice stating that it wants a further licence of the Premises for the term specified in Item 4 (Further Term) and asking the Licensor to give the Licensee an updated Disclosure Statement (if applicable) at least seven days before the further licence is entered into; and
   (b) the Licensor receives that notice within the period from and including the day that is six months before the expiry of the current Term to but including the day that is three months before the expiry of the current Term; and
   (c) when the Licensee gives that notice, and on the expiry of the Term, the Licensee is not in breach of this Licence; and
(d) the Licensee delivers to the Licensor before the expiry of the Term any guarantee and indemnity and security in connection with the Licensee’s compliance with its obligations under the Further Term, on the same terms as any given in connection with the Licensee’s compliance with its obligations under this Licence.

24.3 The new licence must contain the same conditions as this Licence except that:

(a) if the particulars of only one further term are specified in item 4 this clause 24 and item 4 (Further Term) are to be deleted;

(b) if the particulars of more than one further term are specified in item 4 the particulars of the first further term are to be deleted from item 4;

(c) the Yearly Licence Fee at the commencement of the further term is to be determined in accordance with the Licence Fee Review procedure set out in clause 4 as indicated in item 8;

(d) the new licence may be altered in its form or layout to comply with any present or future requirements under law or for the Licensor;

(e) the new licence may be altered because of any change in legislation applicable to the new licence or Licensor and having effect after the date of this Licence.

25 EARLY TERMINATION

25.1 If the Licensor requires the Premises for reasons in relation to the Crown Lease, due to change, amendment or variation under the Australian National University Act 1991, or requires the Premises for a higher priority University use then the Licensor may terminate this Licence by giving the Licensee such reasonable notice as and when the Licensor becomes aware of the change or priority use, and must give the Licensee at least 90 day’s written notice of the termination.

25.2 Upon termination of the Licence under clause 25.1 the Licensor will not be liable to the Licensee for or to pay any compensation for loss of profit or perspective profit or costs associated with any removal or movement of the Licensee from the Premises including storage and/or removal of the Licensee’s property.

26 HOLDING OVER

26.1 If the Licensee continues to occupy the Premises after the expiry of the Term (or Further Term, if applicable) then the Licensee does so as a monthly tenant at the Licence Fee then applying and on the conditions of this Licence.

26.2 The monthly tenancy may be terminated by either party by one month's notice in writing to the other.

27 GUARANTEE AND INDEMNITY

27.1 This clause 27 does not apply if the words “not applicable” appear in item 11.

27.2 The Guarantor has requested the Licensor to enter into this Licence with the Licensee.

27.3 In consideration for the Lessor granting this request, the Guarantor for the term of this Licence, any renewal of it and any holding over period:

(a) guarantees the due payment of all sums to be paid by the Licensee and the due compliance by the Licensee with all the terms and conditions of this Licence; and

(b) indemnifies the Licensor against all losses incurred by the Licensor as a consequence of any breach by the Licensee if this Licence.

27.4 The Guarantor must pay all sums to be paid by the Licensee and indemnify the Licensor even if the Licensor has not made a demand on the Licensee when:

(a) the Licensee fails to pay the Licence Fee or is otherwise in breach of this Licence; and

(b) the Licensor demands from the Guarantor payment of the Licence Fee or any other sum owing under this Licence.

27.5 The Guarantor will remain liable to the Licensor even if any of the following events occur:

(a) the Licensor exercises any right under this Licence including the Licensor’s rights of re-entry; or

(b) the Licensee (being a body corporate or registered business or partnership or any other relationship) is wound up or dissolved; or
(c) the Licensee (being a natural person) is declared bankrupt; or

(d) either or both this Licence or this guarantee and indemnity is or are wholly or partly unenforceable; or

(e) the Licensor grants time or other indulgence to, compounds or compromises with or releases the Licensee, or any other Guarantor; or

(f) on the part of the Licensor there is acquiescence, delay, an act, omission or mistake; or

(g) any novation of a right of the Licensor; or

(h) any variation of this licence; or

(i) any extension or renewal or holding over of the term or other continued occupation of the Premises by the Licensee; or

(j) the term is determined (by whatever means); or

(k) the obligation or liability of a person other than the Guarantor is invalid or unenforceable.

27.6 Subject to clause 8.10, anything which has the effect of releasing the Guarantor wholly or partly from the Guarantor’s obligations under this guarantee and indemnity will not have that effect unless the Licensor has agreed in writing to release the Guarantor.

27.7 The Licensor may treat the Guarantor as a primary debtor and contractor jointly and severally with the Licensee.

27.8 If there is more than one Guarantor the provisions of this clause will apply to them jointly and severally.

27.9 This guarantee and indemnity is a continuing security and is not discharged by any one payment.

27.10 If a claim that a payment or transfer to the Licensor in connection with this Licence or this guarantee and indemnity is void or voidable (including a claim under laws relating to liquidation, administration, insolvency or protection of creditors) is upheld, conceded or compromised then the Licensor is entitled immediately as against the Guarantor to the rights to which it would have been entitled under this guarantee and indemnity if the payment or transfer had not occurred.

27.11 The Licensor may assign the Licensor’s rights under this guarantee and indemnity.

28 GENERAL CLEANING

28.1 The Licensee is responsible for cleaning the floors, floor coverings, windows, walls, doors and partitions of the Premises in a proper and workmanlike manner on a regular basis, and when requested, to the reasonable satisfaction of the Licensor.

29 DISCLOSURE STATEMENT

29.1 The Licensee acknowledges having received a Disclosure Statement from the Licensor prior to entering into this Licence as required by the Act.

30 THE ACT

30.1 If the provisions of this Licence are inconsistent with the Act the provisions of the Act prevail but only to the extent of the inconsistency and except in so far as any Commonwealth law applies to the License and the Licensor is acting within that law.

31 REPRESENTATION

31.1 The Licensee shall not represent itself, nor shall it hold itself out as, and shall ensure that its officers, employees, and agents do not represent themselves, when representing the Licensee, as being a part of the Licensor’s organisation or as an officer, employee, partner or agent of the Licensor, or as otherwise able to bind or represent the Licensor. The Licensee is not by virtue of this Licence an officer, employee, partner or agent of the Licensor, nor does the Licensee have any power or authority to bind or represent the Licensor. The Licensee shall not use the Licensor’s name, address, logo, trademark or identifying marks in or on any communication or correspondence whatsoever without the prior written consent of the Licensor. Any consent given under this clause 31 is at the sole discretion of the authorised delegate of the Licensor.

32 PARKING

32.1 The Licensee may obtain parking permits for parking on the Licensor’s ground in accordance with the Licensor’s Parking and Traffic Statute. Parking spaces are subject to availability and the
Licensor makes no guarantee about the availability of parking spaces.

33 WAIVER

33.1 The waiver by the Licensor of any default or obligation of the Licensee does not in any circumstance to be construed or operate as a licence to the Licensee to repeat or continue such default or not undertake the obligation nor is any such waiver to be construed or operate as a waiver of any subsequent default or obligation whether of a like nature or not.
LICENSOR’S EXECUTION

SIGNED on behalf of the AUSTRALIAN NATIONAL UNIVERSITY by 
……………………………………. ) Signature
its duly authorised officer )
in the presence of: ) Date
……………………………………. )
Signature of witness )
……………………………………. )
Name of witness )
……………………………………. )
Address of Witness

AND

LICENSEE’S EXECUTION

SIGNED and Sealed on behalf of 
……………………………………. )
by its duly authorised officer/s, and on: )
……………………………………. )
Date

…………………………………….  ………………………………………
Director  Director/Secretary

…………………………………….  ………………………………………
Print Name  Print Name

Company Address
GUARANTOR’S EXECUTION

SIGNED by …………………..  )
 )
in the presence of: ) )  __________________________
 ) Signature of  ...............  )

___________________________
Signature of Witness

___________________________
Print Name

___________________________
Witness Address

___________________________
Occupation of Witness

___________________________
Date
ATTACHMENTS

1. Plan
2. Disclosure Statement
Leases (Commercial and Retail) Act 2001
Approved form AF2003-4

Approved by the Chief Minister on 13 February 2003 under the Leases (Commercial and Retail Act 2002, section 157A

Leases (Commercial and Retail) Act 2001
Australian Capital Territory

Disclosure Statement (provides clear information to tenants prior to entering into a lease to ensure all terms of the tenancy are fully understood and transparent)

DISCLOSURE STATEMENT

LEASES (COMMERCIAL & RETAIL) ACT 2001

ADVICE TO TENANTS (& SUBTENANTS)

Before signing agreements to lease or leases you should ensure you fully understand the documents. If you have any doubt you should seek independent legal advice. This document must be given to you at least 14 days before you enter into a lease unless you have waived or varied the time period. The owner is required to tell you of the existence of the approved handbook and provide you with a copy of the form of the proposed lease as early as practicable in the negotiations. Make sure you have these documents before you sign anything.

This document is:

Unauthorised version prepared by ACT Parliamentary Counsel's Office
- not a binding agreement or an offer.
- important and should be kept with the lease.

NOTE: Where there is insufficient space on this form, please attach additional sheets.

### SECTION 1 - GENERAL DETAILS

<table>
<thead>
<tr>
<th>Owner</th>
<th>The Australian National University</th>
</tr>
</thead>
<tbody>
<tr>
<td>Premises Address/Shop No.</td>
<td>Demountable building No. KO75T1 located on Lennox Crossing, Acton</td>
</tr>
<tr>
<td>Lettable area (approx m²)</td>
<td>The area delineated on the attached plan</td>
</tr>
<tr>
<td>Permitted use of Premises</td>
<td></td>
</tr>
<tr>
<td>Lease Period</td>
<td>1 October 2016 to 30 September 2018</td>
</tr>
<tr>
<td>Option Periods (if any)</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Date on which premises will be available for occupation by the tenant</td>
<td>1 October 2016</td>
</tr>
<tr>
<td>All amounts are exclusive/inclusive of GST</td>
<td>Exclusive</td>
</tr>
<tr>
<td>Tenant’s insurance - public liability amount</td>
<td>$20,000,000</td>
</tr>
<tr>
<td>Security (ie personal guarantees, bank guarantees or security bond)</td>
<td>Not applicable</td>
</tr>
<tr>
<td>State Lessor’s Accounting Period if not a financial year.</td>
<td>1 January to 31 December</td>
</tr>
</tbody>
</table>

### SECTION 2 - RENT
| Rent- State method for calculating rent: | $30,000 per annum (exclusive of GST and subject to clause Error! Reference source not found.). |
| Formula | |
| Rent Review Dates and method for each review - during the Term and any further term (CPI or market or fixed increase by % or other) | Not applicable |

**SECTION 3 - FINISHES AND MAKE GOOD DETAILS**

| Owner’s requirements as to quality and standard of fittings in premises | Current fit out to be maintained in good order. All tenant fixtures and fittings are to be removed at the end of the licence agreement and the area returned to base shell configuration unless otherwise agreed with the Owner. |
| Finishes, fixtures, fittings, equipment and services provided by the owner AND who is responsible to maintain, insure, repair or replace them | Premises’ shell, concrete floor, glass windows, drainage, power points, telephone connection, light fittings and switches, air conditioner and ducting (if any) verandahs and paths (Owner Items). The tenant will be required to maintain repair, replace and insure, and keep in good repair Owner Items. |
| Finishes, fixtures, fittings, equipment and services provided by the tenant and who is responsible to maintain, insure, repair or replace them | Internal fit-out and furnishings and all items other than the Owner Items (Licensee Items). The Licensee will be required to maintain, repair, insure and replace the Licensee Items. |
| Make good requirements at end of lease | All tenant fixtures and fittings are to be removed at the end of the Licence Term and the Premises returned to core shell configuration unless otherwise agreed with the Owner. |
### ESTIMATED OUTGOINGS TO BE PAID BY TENANT

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Air Conditioning/Ventilation</td>
<td>Tenant’s responsibility</td>
<td>Audit fees</td>
<td>Tenant’s responsibility</td>
</tr>
<tr>
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**SECTION 5 - SHOPPING CENTRE DETAILS** - Not applicable to this licence.
Give details of any other agreements between owner and tenant, or representations made by owner or tenant (including undertakings given in relation to exclusivity or limitations on competing uses agreed between the parties)
SECTION 7 - DECLARATION BY OWNER

I acknowledge that all details and statements in this Disclosure Statement are true and correct.

Name of owner: Chateau Allard, Director, NDC

Address of owner: Corran Rd, Acton

Signature of owner or owner's representative: [Signature]

Date: 25/11/2016

SECTION 8 - DECLARATION BY TENANT

I acknowledge receipt of this Disclosure Statement and will return it to the owner. This document is not binding or an offer.

Name of tenant: CANBERRA ENVIRONMENT CENTRE

Address of tenant: GPO Box 1875 CANBERRA 2601

Signature of tenant or tenant's representative: [Signature] Ryan Lungu

Date: 2/11/16

Time of receipt:
Leases (Commercial and Retail) Act 2001

Approved form AF2003-4

Approved by the Chief Minister on 13 February 2003 under the Leases (Commercial and Retail Act 2002, section 157A

Leases (Commercial and Retail) Act 2001

Australian Capital Territory

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DISCLOSURE STATEMENT

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## SECTION 4 – OUTGOINGS (DELETE IF NOT APPLICABLE)

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**SECTION 6 - DETAILS OF AGREEMENTS OR REPRESENTATIONS**

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SECTION 7 - DECLARATION BY OWNER

I acknowledge that all details and statements in this Disclosure Statement are true and correct.

Name of owner: AUSTRALIAN NATIONAL UNIVERSITY
Address of owner: GARRAN 217 ACTON ACT 2601
Signature of owner or owner’s representative: [Signature]
Date: 18/11/2018

SECTION 8 - DECLARATION BY TENANT

I acknowledge receipt of this Disclosure Statement and will return it to the owner. This document is not binding or an offer.

Name of tenant: CANBERRA ENVIRONMENT CENTRE
Address of tenant: Cnr Lennox Crossing & Lawson Crescent ACTON
Signature of tenant or tenant’s representative: [Signature]
Date: 80/10/18
Time of receipt: [Time]
Leases (Commercial and Retail) Act 2001
Approved form AF2003-4

Approved by the Chief Minister on 13 February 2003 under the Leases (Commercial and Retail Act 2002, section 157A

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Australian Capital Territory

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| Formula                                        |                                                                           |
| **Rent Review Dates and method for each review** | Not applicable                                                           |
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SECTION 7 - DECLARATION BY OWNER

I acknowledge that all details and statements in this Disclosure Statement are true and correct.

Name of owner:

Address of owner:

Signature of owner or owner's representative:

Date:

SECTION 8 - DECLARATION BY TENANT

I acknowledge receipt of this Disclosure Statement and will return it to the owner. This document is not binding or an offer.

Name of tenant: CANBERRA ENVIRONMENT CENTRE

Address of tenant: Cnr Lennon Crossing & Lawson Crescent ACT

Signature of tenant or tenant's representative: [Signature]

Date: 25/2/20

Time of receipt:

Practising Certificate No. I2396.

Environmental Defender's Office (ACT) Ltd.
GPO Box 574
CANBERRA ACT 2601
Ph: (02) 62433460
ABN: 3556699247

Unauthorised version prepared by ACT Parliamentary Counsel's Office
Leases (Commercial and Retail) Act 2001
Approved form AF2003-4

Approved by the Chief Minister on 13 February 2003 under the Leases (Commercial and Retail Act 2002, section 157A

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Unauthorised version prepared by ACT Parliamentary Counsel's Office
SECTION 7 - DECLARATION BY OWNER

I acknowledge that all details and statements in this Disclosure Statement are true and correct.

Nicole Middleton  
Name of owner: Director, Facilities & Services

Address of owner: Australian National University, Canberra, ACT

Signature of owner or owner’s representative: [Signature]

Date: 14.12.20

SECTION 8 - DECLARATION BY TENANT

I acknowledge receipt of this Disclosure Statement and will return it to the owner. This document is not binding or an offer.

Name of tenant: CANBERRA ENVIRONMENT CENTRE

Address of tenant: CNR LENNON CROSSING & LAWSON CRESCENT, ACT

Signature of tenant or tenant’s representative: [Signature]

Date: 25/2/20

Time of receipt: [Time]

Practising Certificate No. I2396.

Environmental Defender’s Office (ACT) Ltd.  
GPO Box 574  
CANBERRA ACT 2601  
Ph: (02) 62433460
Mr Nicholas Tebbey  
President  
Conservation Council ACT Region Inc  
GPO Box 544  
CANBERRA ACT 2601

Dear Mr Tebbey

Thank you for your letter of 10 August 2011 regarding accommodation for the Conservation Council (the Council). I understand that as a former occupant of the ROCKS area, the Council initially accepted the offer of the ACT Government and the ANU for its relocation to permanent accommodation in the new office building located at 121 Marcus Clarke Street in Civic. I further understand that with the identification of the office space to be provided, the Council has now rejected the offer on the basis that it does not meet all its accommodation needs.

I am therefore pleased that the Council has positively assessed the offer by the ACT Property Group (ACTPG) of accommodation in the Blaxland Centre in Griffith. In this regard, I should point out that ACTPG is now part of the Territory and Municipal Services Directorate (TAMS), but it continues to work with officers from the Economic Development Directorate (EDD) in relation to ANU City West Precinct accommodation matters. I can advise that the two other tenants at the Blaxland Centre, M16 Artspace and TANDEM, have expressed a high degree of satisfaction with their accommodation. I am confident that ACTPG will ensure that the accommodation offered to your organisation will also be presented in the best possible condition having regard to the age of the building.

ACTPG has reviewed the comments made following the initial inspection by representatives of the Council, as well as those contained in your letter to me. It is now preparing a detailed offer to the Council that will endeavour to address the Council’s concerns about security of tenure, cost of utilities and the rental rates for the Blaxland accommodation.

In addition, I note the Council’s concern about the possible negotiated variation to the Precinct Deed between the ACT Government and the ANU relating to hand back of the premises designated for the Council at 121 Marcus Clarke Street. The suggestion that any financial return to the Territory arising from the hand back be utilised to provide the Council with further assistance by way of rental subsidy at Blaxland in perpetuity, removal expenses and minor fitout work such as IT and phone cabling are all matters that will require careful consideration by the Government.

ACT LEGISLATIVE ASSEMBLY  
London Circuit, Canberra ACT 2601  
GPO Box 1020, Canberra ACT 2601  
Phone (02) 6205 0000  Fax (02) 6205 0535  Email corbell@act.gov.au
While the ACT Government has not finalised any agreement with the ANU about the hand back, I am advised that TAMS and EDD are in discussion with the ACT Treasury about the implications of the hand back process. In this regard, they are looking into whether there are any opportunities to further support the Council if it agrees to move to the Blaxland Centre.

I am confident the these processes can be concluded shortly and the offer to the Conservation Council will be a fair offer and one that I hope results in an early move by the Council to its exciting new and larger premises in the Blaxland Centre.

Thank you for raising this matter with me. I trust that I have been able to provide the Council with the information and assurances that it requires.

Yours sincerely,

Simon Corbell MLA
Minister for Territory and Municipal Services
Mr Ross McKay,
Dept Land & Property Services,
GPO Box 158, Canberra ACT 2601

5 May 2001

Dear Ross,

Re: Office Accommodation – Conservation Council ACT Region

Thank you for our meeting of the 13th April 2011 on the accommodation options for the Conservation Council, and the most constructive spirit in which the discussion was conducted. We certainly appreciate the efforts of the ACT Government and your staff in resolving our current accommodation impasse.

Following comments in respect to the previous size of the Conservation Council’s office space at the ROCKS (upon which your rental estimates for the Downer Business Park option were based) we have consulted with two of the Conservation Council Board members who have been in the Conservation Council since 1994, and who have record of the situation at that time.

They confirmed that in 1994 it was true that the Conservation Council did occupy the building known as the ‘Rat House’ in the ROCKS and that this office space would have originally been around 55 square metres. This was at a time when the Conservation Council only employed one full-time Director and a part-time office worker.

However, by the time the Conservation Council moved from the ROCKS site on 26 March 2007 to a temporary ANU location, its operations had grown considerably and it was now employing 5 – 6 full-time equivalent positions, only two of which were capable of being accommodated within the original office space of 55 sq.m.

With the agreement of the ROCKS administrating body, by the time of the move to temporary location in 2007, the Conservation Council was occupying expanded office space for its additional staff in two other ROCKS buildings. This area included two storage areas in the “Photo Access” part of the ROCKS. It is estimated that at least another 110 square metres was being used by the Conservation Council in addition to its office space in the “Rat House”; a total of 165 sq.m. If necessary, we can provide stat. decs. to corroborate this situation.

Based on the above, and the assurance by the Chief Minister, that the Conservation Council would not be worse off in moving from the ROCKS site, I would ask that 165 square metres be deemed the rent free component of any accommodation proposal put forward.
Yours faithfully,

Nicholas Tebbey  
President  
Conservation Council ACT Region Inc.
Prof. Ian Young A.C.,
Vice-Chancellor, ANU
ACT 0200

27th June 2011

Dear Vice-Chancellor.

Re: Relationship between the Australian National University and the Conservation Council ACT Region Inc.

As you may be aware, the Conservation Council has enjoyed a long and fruitful relationship with the ANU on campus for some 30+ years. During that time we have seen many productive synergies between members of the conservation community and your research and teaching staff that have been mutually beneficial. In addition, many students have worked with the Council, in both volunteer and paid positions, and have utilised the Council’s resources to assist them in their studies.

The Council has also enjoyed the opportunity to engage in collaborative work with a number of your key staff, notably Profs. Will Steffen and Brendan Mackey. Prof Steffen has been most valuable in advising our work in the community to drive the ACT into a sustainable and liveable future with an emphasis on mitigating and adapting to climate change, and making the transition to a renewable energy and carbon neutral society. Our interactions with Prof Mackey and other members of the Fenner School in the fields of biodiversity conservation and ecological connectivity have been of immense value to nature conservation in the Territory.

However, it is now with some apprehension and dismay that we find ourselves facing the likelihood of having to relocate permanently well away from the campus (possibly in Downer or Griffith). This situation has eventuated due to the redevelopment of Kingsley Street (the old ‘Rocks’ precinct) for University housing.

During negotiations, representatives of the ANU did offer the Council premises at 121 Marcus Clark Street, though these premises at have proved, upon close assessment, to be inappropriate and unsuitable for our needs. While the proffered space is in a 6-star building, it only offers a very basic ‘office’ area of a nature with 4 large internal columns that would be most difficult to fitout. The Council, just like the Environment Centre (which the ANU previously fully re-located onto campus at no cost to the Centre), requires facilities for events, for meetings, for storage, and all-day parking for volunteers and community members.

In addition, the offered space provides no potential for the expansion of the Council’s growing community programmes, has very poor natural light, and the cost of fit-out would be prohibitive for a small not-for-profit organisation such as the Council.

We note that very substantial assistance was provided to the Environment Centre when it
moved onto campus, including the erection of a suitable building on a site jointly selected by the Centre and the ANU, full internal fit-out, and the provision of additional facilities such as air-conditioning, kitchen, IT cabling and free all-day parking (essential for the high number of volunteers and members attending meetings).

It is important to note that the Board of the Council has never formally endorsed any move to 121 Marcus Clarke Street as, until relatively recently, the proposed space was not available for inspection. Regrettably, all attempts to negotiate alternative suitable accommodation on the ANU campus with Prof. Lawrence Cram, Dr Brok Glenn and Mr David Lamont have proved unsuccessful.

We understand that the ANU values its linkages with the local community, and we have been most grateful for all the support and assistance it has provided to the Council over the past 30 years. We also know that a number of your most senior staff consider the location of the Conservation Council on campus to be an integral component of that relationship with the community and a valued adjunct to the ANU. Professors Brendan Mackey and Jim Williams both support our continuing presence within ANU and are willing to provide endorsement if required.

As Vice-Chancellor, we are sincerely requesting you to support the continuing relationship between the Conservation Council and the ANU, and to request your administrative staff to re-evaluate the possible premises relocation on campus at least to the same level of suitability as afforded previously to the Environment Centre.

I would be most grateful for an opportunity to meet with you personally to provide further advice and to further discuss potential options to resolve this issue.

Yours sincerely

Nicholas Tebbey
President
Conservation Council ACT Region Inc.
Dear Ms Mansell,

I am writing to you regarding our lease for the Canberra Environment Centre at Crn Lawson Crescent and Lennox Crossing Acton Peninsula.

We were informed by the Commercial Service team in August that our lease is not being renewed. We have been provided until 31 December 2022 to vacate the premises.

We understand that as part of an agreement with the ACT Government for the development of Davey Lodge, the Australian National University (ANU) is required to provide the Canberra Environment Centre a commercial site for its operations.

Since we began negotiations regarding the end of the current lease, the Commercial Services team has been unable to locate the documents that outline what the ANU is required to provide in perpetuity. As a result, we will be seeking these documents through a formal freedom of information request.

The Commercial Services team have been professional and understanding in their approach to our unique situation. However, we have not been able to formalise the arrangements for a new premises, lease agreement or timing of a move.

The Canberra Environment Centre is run by a small number of paid staff and volunteers, we have a significant number of assets at the site. Additionally, our premises is used by ourselves and a wide-range of other not-for-profit organisations to host community education events which are advertised well in advance. For these reasons, we require a minimum of three month’s notice to be able to relocate.
As we are now at the end of September, we have escalated this issue to you to resolve the outstanding details of this arrangement. We are requesting the immediate resolution of three areas of concern:

1. The identification of a suitable commercial site for our operations. We have identified the following spaces that may suit our requirements:
   - Building no. 47 DA Brown Building level 1 (ground floor)
   - Building no. 18 old medical centre.
   - Building no. 69 5 Liversidge Street (Old cottage style building)
   - The site next to Conservation Council ACT, Lena Karmel Lodge 14/26 Barry Drive

2. A formal plan for relocation. We are provided with a minimum of three months to be able to relocate. If this is not able to be provided, we request an extension until 30 June 2023 to allow adequate time to plan and move.

3. The costs of moving and fit out of the new premises is provided in full by the ANU as this move has been instigated by the redevelopment of this site and the Canberra Environment Centre does not have the means to cover this cost at such short notice.

We require a response by 5pm Friday 7 October or we will need to make our concerns known to the ACT Government and into the public domain.

We have had such an effective working relationship with the ANU for many years and would like to see this productive relationship continue for mutual benefit to the ANU and Canberra’s wider community.

Regards,

‘Mia Swainson

Mia Swainson
President, Management Committee
Canberra Environment Centre
20 October 2022

Mia Swainson
Canberra Environment Centre
GPO Box 1875
Canberra, ACT 2601

By email: mia@miaswainson.com.au

Dear Mia,

Canberra Environment Centre (CEC)
Lease of Premises: K075T1 & K075T2, Lennox Crossing, Acton

We refer to previous correspondences between our offices. We understand that the CEC wishes to discuss the following matters:

- The possibility that the CEC is entitled to a ‘permanent lease’, which the CEC believes is a reference to a perpetual lease
- The possibility that the CEC is entitled to claim relocation costs from the University;
- The possibility of an extension of current lease arrangements to 30 June 2023; and
- Possible relocation options within the University and potential suitable sites

We enclose the following documents

- the Precinct Deed; and
- the Development Deed.

Background

1. Prior to 2004, CEC entered a lease/licence/occupancy agreement with the Territory to occupy the ROCKS tenancy.

2. We do not hold a copy of that document as the lease/licence/occupancy agreement was between CEC and the Territory and we understand that the CEC have not been able to locate this document either.

3. In December 2004, the University signed the Precinct Deed with the Territory (Precinct Deed), which transferred the land upon which the ROCKS tenancy was situated, to the University.
4. Pursuant to the Precinct Deed, a Development Deed in respect of the Site was signed in July 2007, which set out specific budgets and obligations applicable to the Site.

Deed Requirements

1. Clause 16 of the Precinct Deed (extracted below) sets out the requirements in relation to the existing ROCKS tenants (who are referred to as the ‘Existing Occupants’).

16. Licences in the Precinct

16.1 Termination of Existing Licences

Subject to anything determined by the Precinct Committee, the Territory must request the Authority to terminate the occupancy arrangements of Existing Occupants of that part of the Precinct the subject of a proposed Lease no later than the grant date for that Lease.

16.2 Grant of New Licences

Upon grant of a Lease to the ANU over an area referred to in clause 16.1, the ANU must grant to the Territory any licences as are requested by the Territory to accommodate Existing Occupants.

16.3 Terms of New Licences

The ANU agrees that the terms and conditions of any licence granted under clause 16.2 must, as far as is possible having regard to the terms and conditions of this Deed, be in terms to the same effect as the terminated occupancy arrangements provided that each licence allows:

(1) the ANU to terminate the licence upon six month’s notice;

(2) the Territory to offer a sublicence (subject to the Lessee’s reasonable approval) to the relevant Existing Occupant and the use of the land permitted by any such sublicence is identical to the use permitted by the corresponding occupancy arrangement of that land.

16.4 Relocation of Existing Occupants

If the ANU terminates a licence granted under clause 16.2 then arrangements, as agreed between the Territory and the ANU, must be made to provide suitable accommodation for any Existing Occupant thereby affected. In deciding on the arrangements to be made for suitable accommodation, the ANU and the Territory agree to consider the recommendations of the Precinct Committee.

2. Clause 16.3 dictates the terms upon which any licences to the Territory (Head Licences) are granted. Relevantly, clause 16.3 requires any Head Licence between the University and the Territory to be subject to the following conditions:

(a) The Head Licence between the University and the Territory must allow the University to terminate the Head Licence by giving a 6 month notice to the Territory; and
(b) The Head Licence between the University and the Territory must allow the Territory to offer sublicences to the ROCKS tenants on identical terms as the original lease/licence agreement which the Territory had signed with that ROCKS tenant.

3. Clause 16.4 provides for relocation requirements only if the University terminates a Head Licence between the University and the Territory.

4. The University does not have any record of a determination by the Precinct Committee which deviates from clause 16 or a request from the Territory requiring the University to grant licences to the Territory under clause 16.1 or otherwise directly to the ROCKS tenants.

5. Clause 5 of the Development Deed states:

5. **Existing Occupant**

5.1 The Developer must, at its cost:

   (1) consult with the community tenants of the Rocks building (Existing Occupant) in relation to the relocation of the Existing Occupant to an alternative site on leased Territory land adjacent to the Land (the New Site);

   (2) obtain the consent of all Relevant Authorities to the New Site (such consent may not be unreasonably withheld);

   (3) before the Existing Occupant is relocated, procure the construction of an electricity service connection to the New Site; and

   (4) provide all reasonable assistance to the Existing Occupant to relocate the Existing Occupant’s business to the New Site.

6. We note that:

   (a) Schedules B and C and Attachment A of the Development Deed set out the budgets for the works, including the relocation for the ROCKS tenants.

   (b) Performance Bonds No. 3 and No. 4 set out details corresponding to the budgets set out in Schedules B and C.

7. Nothing in the Schedules, Attachments, Performance Bonds or the Development Deed require the University to provide a perpetual lease.
8. We reiterate that nothing in the Development Deed requires the University to grant a perpetual lease to CEC. The Development Deed has also lapsed.

9. Further, we note the CEC has not produced any leases, correspondences or documents signed by the CEC and the University, which legally obligates the University to grant a perpetual lease. If the CEC holds such documents, we encourage the CEC to forward these documents.

10. Based on the above, we are of the view that the University is not legally obliged to offer perpetual leases to the CEC.

11. Despite the above, the University has consistently offered favourable leases of varying periods to the CEC. We note that the CEC’s current lease was to end on 30 September 2022 however, the University has agreed to grant an extension to 31 December 2022.

12. Nothing in these agreements require the ANU to pay for relocation costs once the ROCKS tenants had been relocated from Rocks building to the New Site.

Regarding your recent request to allow the CEC to remain until 30 June 2023, the University is unable to accommodate that request.

The University values its working relationship with the CEC over the past decades. Unfortunately, during our investigations to ascertain mutually suitable alternate accommodations, it is confirmed there is no suitable space available on Campus.

The University team will be in further contact in December to arrange the final inspection and handover of the premises and site, in line with the make-good requirements under the lease, and as discussed.

As detailed in prior communications, please contact the undersigned if you wish to discuss further.

Yours sincerely

Ainsley Browne
Commercial Services, Manager
Dear Valerie and Peter, given the developments in ANU Echange/City West (and the moving on of community groups to free up land), the University has agreed to provide the Canberra Environment and Sustainability Centre with accommodation on campus. This will be in the form of a transportable (relocated from MSO) which will be located near the Child Care Centres. As I understand the costs of the move and the transportable are being met from the ANU Exchange funding.

The note below is self explanatory. Could Valerie please do a first draft of a licence document (do not include an option to extend at this point - just a straight 5 year term)? There are some political sensitivities with this - as there are in dealing with any community group. However, I hope that the negotiations are relatively straightforward.

Cheers, Bart

-----Original Message-----
From: Robin Tennant-Wood [mailto:robin@ecoaction.com.au]
Sent: Fri 19/01/2007 3:52 PM
To: Bart Meehan
Cc: 
Subject: Re: Canberra Environment & Sustainability Resource Centre - Licence for on campus accommodation

Bart, thanks for all that. Meeting next week is good - let me know when is convenient for you.

The Centre's full name is the Canberra and South East Region Environment Centre (Incorporated Association), trading as Canberra Environment and Sustainability Resource Centre. I'll happily volunteer Roger to sign on behalf of the organisation.

Roger's details are:
Roger Pye, President
4 Kauper St, Scullin, 2614
ph 62553824(h) and 0410469541
pyewood@pcug.org.au

We had a meeting with TransAct this week to start transferring our broadband connection over to the new location and they will need to know our exact street address. Is there a building number or some formal designation I can give them?

cheers

Robin

----- Original Message -----
the Centre will be responsible for its outgoings (eg electricity, cleaning, security, parking etc). I will be your contact person for the University in this matter and I will set up a meeting in the next week or so, to discuss the schedule of works for establishing the transportable on campus. In the interim, I will have a draft licence developed to go to you for comment. The period of the licence will be 5 years, in the first instance.

I would appreciate you providing some details, in particular the formal name of the Centre (is it incorporated?) and who will sign on behalf of the Centre. I would like to include Roger in any future correspondence – can you provide his full name, email address and mailing address?

On a related matter, I also want to arrange a meeting with you and David Carpenter, to look at opportunities for some collaborative projects.

Please do not hesitate to call me if you have any questions.

Cheers, Bart

Bart Meehan
Associate Director (Business and Site Services)
Facilities and Services
The Australian National University
Ph 6125 4148
TO : ANU Exchange Development Control Group:
Warwick Williams, David Sturgiss, Steve Atikken, Tim Johnson

CC : [Redacted]

FROM : [Redacted]

DATE : 20 March 2007

SUBJECT : ROCKS Memorandum

Please find attached our report on the relocation of the ROCKS occupants, costs and timing associated with the same.

The report sets out the liabilities triggered by the Section 21 Student Accommodation and is not meant to constitute or seek an approval to spend the money or make commitments on behalf of the ANU, Baulderstone, or the Joint Venture. These approvals will be sought as part of the Section 21 Student Accommodation Business Case.

The report sets out the agreed process for the ANU Exchange DCG to negotiate a number of contingent risks with the ACT Government such as;
- Parking Construction,
- Parking Income,
- Site Services,
- Works on the Section 21 North Site, and
- The conditions for the permanent relocation of the existing occupiers.

The DCG's approval is sought for David Lamont to:
   a) negotiate terms on behalf of the Joint Venture in accordance with the responsibilities allocated in the attached memorandum, and
   b) facilitate the production of the necessary licences/leases between the ACT Government, ANU, and respective occupiers.

The DCG should note that the figures in this report identify a strategy and therefore until the same is confirmed all of these costs are accumulated in the ANU Exchange Precinct Infrastructure Cost Register. Once the Section 21 Student Accommodation Feasibility is finalised and the various negotiations, noted above, are concluded the DCG must determine the correct allocation of these costs.
ROCKS MEMORANDUM

Relocation of Existing Occupants Associated with Section 21 Student Accommodation
Part Section 21, Civic, Part Section 63, Acton

The ANU Exchange
ANU / Baulderstone Hornibrook Joint Venture

March 2006
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Attachment 1  ROCKS Temporary Accommodation – Building Layout, Plans, and Photos
Attachment 2  CCSERAC Letter
Attachment 4  Draft Lease Terms
Purpose

There is a requirement under the Precinct Deed for the ANU to facilitate the continued occupancy of current tenants within the Precinct. Those occupants may remain in occupation until their sites are required by the ANU.

The ANU must provide new premises to the Territory's on identical terms to existing occupancy arrangements to existing tenants.

These Tenants can be categorised into two types:

1. Tenants directly affecting the proposed ANU Student Accommodation, dubbed Section 21 (part Section 21, Civic, part Section 63, Acton). These tenants are known as the ROCKS (Residents of Childers & Kingsley Street) Residents, who include:
   a. Environment Centre

2. Tenants located within the ANU Exchange precinct that need to be relocated, but are not directly affecting the Section 21 Student Accommodation Project, include:

The purpose of this note is to give an overview of the issues regarding existing occupants of the land on Section 21, that need to be resolved, and the associated costs of relocating the existing tenants both temporarily and permanently within the ANU Exchange.

The following items will be discussed in greater detail

- Current tenants, proposed temporary locations, proposed permanent locations and associated costs
- Precinct Infrastructure
- Legal, Commercial, Insurance issues
Executive Summary

<table>
<thead>
<tr>
<th>Purpose</th>
<th>For the Section 21 Student Accommodation project to proceed, the existing occupants of the site need to be relocated within the ANU Exchange Precinct.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Temporary Accommodation Strategy for ROCKS Residents</td>
<td>5. The Environment centre will be re-housed in facilities provided by the ANU, on campus. (The ANU has taken ownership of providing a permanent location and building facilities for the Environment Centre, BHPL is not procuring any items in relation to this move)</td>
</tr>
<tr>
<td>Precinct Infrastructure</td>
<td>The existing car park to Section 21 “North” will undergo expansion and reorganisation to accommodate the public car parking requirements. For further details refer to page 8</td>
</tr>
<tr>
<td>To create serviced land the Infrastructure owned by Supply Authorities along Hutton Street needs to undergo extensive upgrade to bring the Water feed, Stormwater and Sewer infrastructure up to the required specification to meet the needs of the Section 21 development. For further details refer to page 8</td>
<td></td>
</tr>
<tr>
<td>Costs for Rocks temporary relocation / Precinct Infrastructure</td>
<td>It is our understanding that the costs associated with temporary relocation of existing occupants will be borne by the ANU Exchange. For details of costs please refer to Page 10 of this document</td>
</tr>
<tr>
<td>The cost of the permanent relocation of existing Section 21 occupants will be an adjustment, as necessary, within the cost structure of future land valuations and purchases.</td>
<td></td>
</tr>
<tr>
<td>Lease issues</td>
<td>The ROCKS have requested written confirmation that the terms and conditions of their existing leases are maintained in the temporary and permanent solutions. Refer to Attachment 2 for further details of their requirements.</td>
</tr>
<tr>
<td>It is a requirement of the Precinct Deed to honour the terms and conditions of the existing</td>
<td></td>
</tr>
</tbody>
</table>
It is a requirement of the Precinct Deed to honour the terms and conditions of the existing occupancy arrangements.

We note however, that the tenants have not been able to provide BH with any existing leases. In the absence of which, BH have drafted lease terms, these are attached as Attachment 4. These terms are yet to be agreed. The final leases will be the responsibility of the ANU as Lessor.

| Tenure | We have been advised that the ACT Government proposes to grant a five year licence to the ANU over the land where the ROCKS Residents’ buildings will reside. It has been proposed The ANU will grant the Rocks Groups a series of individual One year Licences. The ANU will then manage the ROCKS Tenancies. |
| Future responsibilities | Ongoing Maintenance and Lifecycle of the temporary facilities will remain the responsibility of the Relevant ACT Government Authority. Utilities & Insurance for temporary and permanent solutions will remain the responsibility of the Existing tenants as per current agreements. |
| Timing / Program | Rocks Tenants Relocate to new facilities April-May 2007  
Demolish Existing ROCKS Facilities June-July 2007 |
Summary & Background

For the Section 21 Student Accommodation project to proceed, the ROCKS Residents need to be relocated to temporary facilities within the ANU Exchange.

We have provided a summary of the current situation, proposed temporary solution and associated costs for consideration.

Existing City West Tenants (Including Rocks)

At present there are a number of tenants occupying the existing buildings located on Section 21. These tenants include:

1. Environment Centre

![Diagram showing existing tenancies on Section 21]

Part of these existing facilities stand on part of Section 21 “South”. This land is required to build the new student accommodation, and therefore will need:

- to be demolished,
- to be decontaminated and certified clear of hazardous materials prior to the construction commencement of the student accommodation.

The recommendation is to move all of the tenants at once.
Proposed Temporary Accommodation Location

A temporary relocation strategy has been developed in consultation with the ROCKS residents and the ANU Exchange. This is outlined below.

**Planned Moves**

4. The Environment Centre will be re-housed in facilities provided by the ANU on Campus.
## Infrastructure Costs Associated with Section 21

Costs that result from relocating the ROCKS Community Groups that arise from site establishment are detailed in the following section, (as at 14.03.07)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environment centre (cost to acquire Office &amp; Fitout, Cost to ANU)</td>
<td>$250,000</td>
</tr>
</tbody>
</table>

### Notes:

In cases such as 2 above it may be that the Government requests that the ANU carry out the works, as is contemplated in the precinct deed and that this work be credited against the cost of the land.

Items identified in 3 above are issues that the ACT Government will need to resolve. The ANU have demonstrated that alternate car parking can be created.
1. Environment Centre

It is our understanding that the Environment Centre has been re-housed on the ANU Campus
## Contacts

1. **Environment Centre**

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Contact / Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robbin Tennant-Wood</td>
<td></td>
<td>T: <a href="mailto:director@consact.org.au">director@consact.org.au</a></td>
</tr>
</tbody>
</table>
Attachments

Attachment 1

Attachment 2

Attachment 3  Draft Lease Terms to ROCKS
Commercial Licence
(On-Campus Form)

between

The Australian National University
(ABN: 52 234 063 906)

and

Canberra Environment Centre
(ABN: 33 672 938 987)
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</tr>
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</table>
PARTIES

THE AUSTRALIAN NATIONAL UNIVERSITY (ABN 52 234 063 906) an educational and research institute and body corporate pursuant to the Australian National University Act 1991 (Cth) of Acton in the Australian Capital Territory, 2601 (the “Licensor”)

AND

Canberra Environment Centre (ABN 33 672 938 987) of Braddon in Australian Capital Territory, Australia (the “Licensee”)

THE LICENCE

The Licensor grants to the Licensee described in item 1 of the Particulars (Licensee) the exclusive right to use the premises under licence, and for the purpose/use described in item 2 of the Particulars (Premises, Purpose and Use), in the building described in item 3 of the Particulars (Building) for the term specified in item 4 of the Particulars (Term) commencing on the date specified in item 5 of the Particulars (Commencement Date) and expiring on the date specified in item 6 of the Particulars (Expiry Date) and as otherwise on the terms and conditions contained in the Agreed Terms below.

AGREED TERMS

THE PARTICULARS

|   | Licensee: | Name: Canberra Environment Centre  
|   |           | ABN: 33 672 938 987  
<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Address: Lennox Crossing Acton ACT 2601</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Premises:</td>
<td>Demountable building no. KO75T1 &amp; KO75T2 located on Lennox Crossing, Acton (the area delineated on the attached plan)</td>
</tr>
</tbody>
</table>
|   | Purpose and Use: | KO75T1: For a not-for-profit environmental education centre running educational workshops, projects and events, providing physical and online resources and facilitating a community garden.  
|   |           | KO75T2: Bicycle refurbishment and repair, and second-hand sales to staff, students and third parties and ancillary uses pertaining to the trade in second-hand bicycles only. |
| 3. | Building: | Demountable building no. KO75T1 & KO75T2 located on Lennox Crossing, Acton, ACT 2601 |
| 4. | Term: | 1 year |
|   | Further Term: | Not applicable  
<p>|   | (Clause 24) | |
| 5. | Commencement Date: | 1 October 2018 |
| 6. | Expiry Date: | 30 September 2019 |</p>
<table>
<thead>
<tr>
<th></th>
<th>Licence Fee: (Clause 3)</th>
<th>$30,000.00 per annum (exclusive of GST and subject to clause 3.3 and clause 16).</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Monthly Payment:</td>
<td>$2,500 per month</td>
</tr>
<tr>
<td></td>
<td>Due Day of the Month:</td>
<td>On or before the first day of each month.</td>
</tr>
<tr>
<td></td>
<td>Method of Payment:</td>
<td>Direct debit made payable to the Australian National University.</td>
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<td></td>
<td>Date of First Payment:</td>
<td>1 October 2018</td>
</tr>
<tr>
<td>8.</td>
<td>Licence Fee Review Date(s): (Clause 4)</td>
<td></td>
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<td></td>
<td>(a) Market Licence Fee Review Date(s):</td>
<td>Not applicable</td>
</tr>
<tr>
<td></td>
<td>(b) CPI Licence Fee Review Date(s):</td>
<td>Not applicable</td>
</tr>
<tr>
<td></td>
<td>(c) Fixed Rate and Review Date(s):</td>
<td>Not applicable</td>
</tr>
<tr>
<td>9.</td>
<td>Amount of Public Risk Insurance Cover: (Clause 12)</td>
<td>$20,000,000</td>
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<tr>
<td></td>
<td>Amount of Licensee's Product/Business Liability Insurance Cover (Including Coverage for Glass): (Clause 12)</td>
<td>$20,000,000</td>
</tr>
<tr>
<td></td>
<td>Workers' Compensation and Common Law Liability Insurance Cover: (Clause 12)</td>
<td>As per applicable State and Territory legislation</td>
</tr>
<tr>
<td></td>
<td>Professional Indemnity Insurance Coverage: (Clause 12)</td>
<td>$5,000,000</td>
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<tr>
<td>10.</td>
<td>Interest Rate (Overdue Money): (Clause 21)</td>
<td>10% per annum</td>
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<td>11.</td>
<td>Guarantor/s: (Clause 27)</td>
<td>Not applicable</td>
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<td>12.</td>
<td>Licensee's Outgoing Percentage: (Definition of Licensee's Contribution in Clause 5)</td>
<td>Not applicable</td>
</tr>
<tr>
<td>13.</td>
<td>Base Outgoings Year: (Definition of Licensee's Contribution in Clause 5)</td>
<td>Not applicable</td>
</tr>
</tbody>
</table>
ACKNOWLEDGEMENTS UNDER THE LEASES (COMMERCIAL AND RETAIL) ACT 2001

The Licensee acknowledges:

1. that they have received a Disclosure Statement which complied with the Act;

2. before this Licence was entered into the Licensor informed the Licensee about the approved handbook (as contemplated under section 35(1) of the Act). (a copy of the handbook produced by the ACT Office of Fair Trading is available at ACT government shopfronts or the website at www.ors.act.gov.au/fairtrading/webpages/corporate/publications.html); and

3. the term of the Licence (when the initial term and any further term in an option to renew are aggregated) is for 5 or more years, or the Licensee has obtained independent legal advice and the Licensee’s lawyer has completed the section 104 written statement set out below, and as a result section 104 of the Act does not apply to this Licence.

SECTION 104 CERTIFICATE:

a) For the purpose of point 3 above, I have given this certificate at the request of the Licensee.

b) I explained to the Licensee the effect of section 104 of the Act and that the giving of this written statement will result in section 104 of the Act not applying to this Licence (that is the term of this Licence will be for a period of less than 5 years when the initial term and any further term in an option to renew are aggregated).

c) I do not act for the Licensor.

<table>
<thead>
<tr>
<th>Signature of lawyer</th>
<th>Name of lawyer (print)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Smith</td>
<td>Hugh David Smith</td>
</tr>
</tbody>
</table>

Dated: 30 October 2018
1 Definitions and Interpretations

1.1 The following words have these meanings unless the contrary intention appears. Other words have the meanings indicated on the cover sheet and the Particulars.

Item numbers refer to those numbers in the Particulars.

**Act** means the Australian Capital Territory (ACT) Leases (Commercial and Retail) Act 2001.

**Approved Handbook** means the handbook approved under the Leases (Commercial and Retail) Act 2001, as in force from time to time.

**Auditor** means an auditor who is a member of either the Institute of Chartered Accountants or the Australian Society of Certified Practising Accountants.

**Building** means the building in which the Premises are located.

**Consumer Price Index or CPI** means the Consumer Price Index - All Groups (Canberra) or the index officially substituted for it.

**Current CPI** means the Consumer Price Index number last published before the relevant CPI Adjustment Date.

**Crown Lease** means the crown lease of which the Premises form part or whole.

**Disclosure Statement** means a statement signed on behalf the Licensor and given to the Licensee in accordance with the Act.

**Effective Control** means control:

(a) of the composition of the board of directors; or

(b) of more than one-half of the voting rights.

**Essential Terms** mean clauses 3, 4, 5, 6, 7.1, 8.1, 9.1, 9.2, 15.1, 16, 18, 19, 21, 26, 27 and 31.

**GST** has the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (referred to as the 'GST Act') and associated imposition statutes.

**Land** means the land which the Premises is situated.

**Licence** includes this document including schedules, attachments, any inventory or special condition annexed to this document.

**Licensee** includes the executors, administrators, successors and assigns of the licensee.

**Licensee's Contribution** means for an Outgoings Year:

(a) if a Base Outgoings Year is specified in item 13 of the Particulars, the Licensee's Percentage of the increase in outgoings since the Base Outgoings Year; and

(b) if a Base Outgoings Year is not specified in item 13, the Licensee's Percentage of Outgoings,

and, if the Term commences or expires during that Outgoings Year, the Licensee's Contribution for that Outgoings Year is the amount in paragraph (a) or (b) as applicable, multiplied by the number of days of the Term in that Outgoings Year and divided by the number of days in that Outgoings Year.

**Licensee's Property** means the fixtures and fittings and other property of the Licensee in, on or used in the Premises.

**Minister** means the Commonwealth government minister or authority responsible for oversight of the Australian National University under its enabling legislation.

**Outgoings** mean in respect of each Outgoings Year the aggregate of all:
(c) general rates and charges including (but not limited to) charges for garbage and trade waste removal;

(d) water, sewerage and drainage rates and charges;

(e) land tax;

(f) other rates and statutory charges;

(g) insurance premiums payable in respect of the insurance the Licensor must take out pursuant to clause 12;

(h) telephone and other information related service charges;

(i) gas and electricity; and

(j) any other items specified in the Disclosure Statement;

levied, charged, assessed, imposed or payable by the Licensor in respect of the Premises, the Building or the Land.

**Outgoings Year** means the 12 month period ending on 31 December in each year.

**Previous CPI** means the Consumer Price Index number last published before the Review Date immediately preceding the relevant CPI Adjustment Date (or, if there has not been one, the Commencement Date).

**Review Date** means a Fixed Review Date, a CPI Adjustment Date or a Market Review Date.

**Services** means such services (such as water, sewerage, drainage, gas, electricity, communications, fire-fighting, air conditioning, lifts and escalators) (if any) to or of the Building or any premises in it, as may be provided by authorities, the Licensor or any person authorised by the Licensor (other than the Licensee), and includes all plant and equipment in connection with those services.

**Special Conditions** means those identified under that clause heading (if any).

**Term** means the period from and including the Commencement Date to and including the Expiry Date in item 6, unless terminated earlier.

**Valuer** means a valuer with the qualifications and expertise required under the Act in determining market value rentals or some other suitably qualified person.

### 1.2 Certain Terms

Unless the contrary intention appears:

1.2.1 a reference to a statute, ordinance or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements;

1.2.2 the word "person" includes a corporation, a partnership, an incorporated or unincorporated association or an authority;

1.2.3 where a party consists of more than one person, this Licence binds those persons jointly and individually;

1.2.4 a reference to a month means a calendar month;

1.2.5 if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;

1.2.6 a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

1.2.7 the singular includes the plural and vice versa;
1.2.8 references to “Licensee”, “Licensor” and "Licensee’s Fittings" are a reference to “Tenant”, “Owner” and “Tenant’s Items”, respectively, in the Disclosure Statement.

1.2.9 if this document is not registered as a licence at the Registrar-General’s Office, a reference to “this Licence” is a reference to:

(a) any licence implied by the common law because of occupation and payment of a licence fee substantially in accordance with this document; and

(b) any licence arising in equity due to the agreement between the parties as evidenced by this document.

1.3 Headings

   Headings are inserted for convenience and do not affect the interpretation of this Licence.

2 Application of Statutory Provisions

2.1 The covenants, powers and provisions implied in every lease/licence by the Land Titles Act 1925 are declared not to apply or to be modified only so far as they are inconsistent with these conditions.

3 Licence Fee

3.1 The Licensee agrees to pay the Yearly Licence Fee specified in item 7 of the Particulars to the Licensor monthly in advance (or as the Licensor directs) in the amount specified in item 7 of the Particulars, without reduction, on the day specified in item 7 of the Particulars at the location (or in the manner the Licensor directs) in item 7 of the Particulars from the date of first payment specified in item 7 of the Particulars. GST is payable by the Licensee additional to this fee.

3.2 If an instalment is for a period of less than one month, then that instalment is that proportion of one-twelfth of the Yearly Licence Fee which the number of days in the period bears to the number of days in the month in which that period begins.

3.3 For the period when the Canberra Environment Centre (ABN: 33 672 938 987) is the Licensee under this Licence and occupies the Premises, and only that period, clause 3.1 does not apply and the following clause applies:

3.3.1 The Licensee specified in Item 1 of the Particulars agrees to pay the Yearly Licence Fee of $12.00 (twelve dollars) per annum in instalments of $1.00 (one dollar) per month, to the Licensor monthly in advance (or as the Licensor directs), without reduction, on the day specified in item 7 of the Particulars at the location (or in the manner the Licensor directs) in item 7 of the Particulars from the date of first payment specified in item 7 of the Particulars. GST is payable by the Licensee additional to this fee.

4 Licence Fee Review

4.1 Market Licence Fee Review

4.1.1 The following Market Licence Fee Review clauses do not apply if there are no Market Licence Fee Review Dates in item 8 of the Particulars.

4.1.2 Before each Market Licence Fee Review Date the annual licence fee may be adjusted by the Licensor for the Premises.

4.1.3 Before the Market Licence Fee Review Date the Licensor must give the Licensee a notice stating the Licensor’s assessment for the annual Licence Fee for the Premises effective from the next Market Licence Fee Review Date.
4.1.4 The annual Licence Fee from and including the relevant Market Licence Fee Review Date is the amount stated in the notice under clause 4.1.3 unless the Licensee gives the Licensor a notice within one month after receipt of the notice under clause 4.1.3, disagreeing with that amount.

4.1.5 If the parties do not agree on the annual Licence Fee of the Premises from the relevant Market Licence Fee Review Date within 14 days after the Licensee’s notice given under clause 4.1.3, then the annual Licence Fee is to be determined in accordance with clause 4.1.6.

4.1.6 Where the parties disagree under clause 4.1.5 then:

(a) the Licensor and the Licensee will appoint a Valuer to determine the annual market licence fee of the Premises;

(b) if the Licensor and the Licensee do not agree upon the nomination of a Valuer then each of them must nominate a Valuer to determine the annual market licence fee of the Premises:

(i) if the Valuers do not agree then they must appoint an umpire whose determination of the annual market licence fee will be final and binding;

(ii) if the Valuers do not agree upon the appointment of an umpire then the President of the ACT division of the Australian Institute of Valuers and Land Economists Incorporated (Valuation Stream) may appoint a valuer of not less than 5 years standing as the umpire;

(c) in determining the annual market licence fee any valuer will:

(i) act as an expert and not as an arbitrator; and

(ii) exclude the value of any goodwill of the Licensee’s business, the value of the Licensee’s Fittings in the Premises and the deleterious condition of the Premises if that condition results from any breach of this Licence by the Licensee;

(d) the costs of the determination of the annual licence fee under clause 4 will be paid by the parties equally;

(e) the annual licence fee until the next Market Licence Fee Review Date will be:

(i) the licence fee determined under this clause; or

(ii) until the determination under this clause 4 is completed, the Licence Fee payable immediately beforehand;

(f) any variation in the annual licence fee resulting from the determination will take effect from the Market Licence Fee Review Date or from the date of commencement of any further term granted to the Licensee.

(g) On the first Monthly Licence Fee date after the annual Licence Fee is agreed or determined under this clause 4, the Licensee must pay the Licensor (or the Licensor must credit the Licensee with) the difference between what the Licensee has paid on account of annual Licence Fee and the annual Licence Fee for the period from and including the relevant Market Licence Fee Review Date to but excluding that monthly Licence Fee date.

4.2 CPI Licence Fee Review

4.2.1 The following CPI Licence Fee Review clauses do not apply if there are no CPI Licence Fee Review Dates in item 8 of the Particulars.
4.2.2 On each CPI Licence Fee Review Date the yearly licence fee then payable is to be the annual licence fee that is calculated in accordance with the following formula:

\[ A = \frac{B \times C}{D} \]

Where:
- \( A \) is the annual licence fee payable from and including the relevant Licence Fee Review Date;
- \( B \) is the annual licence fee payable immediately before the relevant Licence Fee Review Date;
- \( C \) is the Current CPI;
- \( D \) is the Previous CPI.

4.2.3 If either:
   (a) the Consumer Price Index All Groups (Canberra) ceases to be published quarterly; or
   (b) the method of calculation of the Consumer Price Index All Groups (Canberra) substantially alters,

then the Consumer Price Index All Groups (Canberra) is to be replaced by the nearest equivalent index and any necessary consequential amendments are to be made.

4.3 Fixed Rate Review

4.3.1 The following Fixed Rate Review clauses do not apply if there are no Fixed Rate amount or percentage and Fixed Rate Review Dates in item 8 of the Particulars.

4.3.2 The annual Licence Fee increases from and including each Fixed Rate Review Date to the amount or by the percentage set out against the dates in item 8 of the Particulars.

5 Charges and Outgoings

5.1 Charges

5.1.1 The Licensee agrees to pay on time all amounts payable by the Licensee which are separately charged or imposed in connection with the Premises or by the Licensee’s use or occupation of the Premises including any charge levied by the University for maintenance of the Building, including security and fire protection, and for electricity or other utility or Services provision for the public areas of the Building.

5.1.2 If any charge is not paid within 1 month of the due date then the Licensor may pay that amount. Any amount paid by the Licensor must be repaid by the Licensee on demand.

5.1.3 The Licensee agrees to produce to the Licensor when required the receipts for payment for all charges.

5.1.4 The Licensee acknowledges that the Licensor may procure Services not separately charged to the Premises at the Commencement Date (including water and electricity) to be separately charged to the Premises during the Term or any further term of this Licence.

5.2 Outgoings

5.2.1 The following clauses in this clause 5 do not apply if the words “not applicable” appear in item 12 of the Particulars.
5.2.2 The Licensee must pay to the Licensor on demand the Licensee's Contribution for each Outgoings Year.

5.2.3 At least one month before the beginning of each of Outgoings Year the Licensor must give to the Licensee a notice stating the Licensor's estimate of the Outgoings for that Outgoings Year using the item descriptions used in the list of outgoings in the Disclosure Statement.

5.2.4 Within one month after the end of each Outgoings Year, the Licensor must make available for examination of the Licensee a written expenditure statement detailing all expenditure by the Licensor on account of Outgoings during the last Outgoings Year using the item descriptions used in the list of outgoings in the Disclosure Statement.

5.2.5 Within three months after the end of each Outgoings Year the Licensor must give the Licensee a written report detailing all expenditure by the Licensor in the last Outgoings Year on account of Outgoings.

5.2.6 The report provided pursuant to clause 5.2.5 must be accompanied by copies of receipts in respect of all expenditure by the Licensor on account of Outgoings.

6 Alterations

6.1 The Licensee must not make or allow to be made any alteration or addition to the Premises (whether structural or otherwise) without the written consent of the Licensor.

6.2 If the Licensee is likely to be affected by proposed alterations to or refurbishment of the Building or grounds surrounding the Building, the Licensor must give the Licensee at least 2 months written notice of the alterations or refurbishment including details of the proposed alterations or refurbishment and the measures, if any, that will be taken by the Licensor to minimise the effect of the alterations or refurbishment. In cases of emergency the Licensor need only give the Licensee reasonable notice of the proposed alteration or refurbishment.

7 Maintenance and Repairs

7.1 In addition to clause 28, the Licensee must:

7.1.1 keep the Premises clean and in a tidy condition; and

7.1.2 keep the Premises (including the air-conditioning (if any)) and the Licensor's property in good repair; and

7.1.3 hand over the Premises in good repair at the end of the licence,

in each case to the reasonable satisfaction of the Licensor, fair wear and tear and damage by fire, storm, lightning, flood or earthquake excepted.

7.2 The Licensee must comply with any written notice of the Licensor to repair or clean the Premises in accordance with the Licensee's obligations contained in this clause.

7.3 If the Licensee does not comply:

7.3.1 within 14 days with a notice to repair; or

7.3.2 within 48 hours with a notice to clean,

and does not complete the repair or cleaning within a reasonable time then the Licensor may complete the repair or cleaning. Any cost of the repair or cleaning is repayable by the Licensee on demand.

7.4 The Licensor or any properly authorised person of the Licensor is allowed to enter the Premises at any reasonable time to carry out cleaning or repairs to be carried out by the Licensor.
7.5 If the Premises’ glass windows are destroyed or damaged the Licensee must promptly replace them with glass of at least the same standard, suitability and thickness.

8 Assignment, Sublicense and Mortgages

8.1 The Licensee may only assign this Licence if it complies with, and obtains the consent of the Licensor in accordance with, this clause 8, and must not sublicense or grant a mortgage over or otherwise part with possession of the Premises.

8.2 The following events or circumstances will be an assignment of the Licence:

8.2.1 If the Licensee is a company, any change in Effective Control of the Licensee or its holding company;

8.2.2 if the Licensee is a trustee:

(a) its trust deed is altered, amended, varied or revoked;
(b) its retirement or removal as trustee of its trust;
(c) any new or additional trustee to be appointed as trustee of its trust;
(d) the transfer of the assets of the trust to any other trust or person;
(e) the removal or diminishing of its rights of indemnity from the trust assets; or
(f) the appointment of a date of distribution (being a date upon which the assets of its trust will vest in the beneficiaries of its trust) while any obligations as Licensee remain outstanding or unsatisfied; and

(g) if the trustee is a company, any change in Effective Control of the trustee company or its holding company.

8.3 Subject to clause 8.4, if the Licensee proposes to assign this Licence, the Licensee must give the Licensor a notice asking for consent and provide the information required under clause 8.6.

8.4 Before the Licensee may give the Licensor a notice pursuant to clause 8.3, the Licensee must give the proposed assignee a copy of any Disclosure Statement the Licensee has been given for this Licence and details of any material changes to it since it was given to the Licensee of which the Licensee is, or could reasonably be expected to be, aware.

8.5 For the purpose of complying with clause 8.4, the Licensee may give a notice to the Licensor asking for a copy of any Disclosure Statement the Licensor has given to the Licensee, and unless the Licensor has a reasonable excuse, the Licensor must comply with the Licensee’s written request within 14 days of receiving the Licensee’s notice.

8.6 If the Licensee requests the Licensor's consent to an assignment of this Licence of the Premises, the Licensee must provide the Licensor with:

8.6.1 a written application for consent;

8.6.2 for each proposed assignee and any proposed guarantor:

(a) their full names and addresses (including, for individuals their current residential addresses); and
(b) any information concerning the financial standing of the proposed assignee (including details of any finance they may have, or propose to have, approved); and
(c) information concerning the business skills of the proposed assignee, and ability to obtain appropriate regulatory licences for the Premises; and
(d) information concerning the financial standing of any proposed guarantor for the proposed assignee; and

(e) the proposed use of the Premises by the proposed assignee; and

(f) the ability of the proposed assignee to operate the business conducted or to be conducted from the Premises; and

(g) references for the proposed assignee.

8.7 The Licensor is taken to have given the Licensor’s consent to the proposed assignment if the Licensor has not given the Licensee written notice of the Licensor’s consent or refusal to consent:

8.7.1 (unless clause 8.7.2 applies) within 28 days after receiving the Licensee’s request for consent in accordance with this clause 8; and

8.7.2 if the Licensor has requested information or further information, within 21 days after the Licensor receives all the information requested.

8.8 The Licensor will not unreasonably withhold consent to a proposed assignment of this Licence of the Premises if:

8.8.1 the Licensee complies with this clause 8.3, 8.4, 8.5 and 8.6; and

8.8.2 the Licensee proves to the Licensor’s reasonable satisfaction the proposed assignee:

(a) is a suitable, respectable, responsible and financially sound person (with sufficient financial resources) with experience in, and a good reputation for, conducting the business permitted, and to the standard required, under the Licence; and

(b) is capable of performing the Licensee’s obligations under the Licence; and

(c) is adequately capable and skilled to carry on the Licensee’s business; and

(d) will be, or the business to be conducted by the proposed assignee, is compatible with other occupants of the Building; and

(e) intends to use the Premises for a purpose allowed under this Licence; and

8.8.3 any breach of this licence has been rectified.

8.9 Before an assignment of this Licence takes effect:

8.9.1 the consent of the Licensor in accordance with this clause 8 must have been obtained; and

8.9.2 the Licensor, the Licensee and the proposed assignee and any guarantor (if required) must have entered into a consent document relating to the assignment in the form reasonably required by the Licensor and prepared by the Licensee; and

8.9.3 any guarantee, bond or guarantee and indemnity reasonably required by the Licensor must be given; and

8.9.4 the Licensee must comply, and ensure that the proposed assignee complies, with all the Licensor's reasonable requirements in relation to the assignment (including compliance by the assignee with the insurance requirements of this Licence); and

8.9.5 the Licensee must obtain the Licensor’s confirmation that the Licensee has obtained any consents it has agreed to obtain; and

8.9.6 any default under this Licence must be remedied; and
8.9.7 the reasonable legal and other expenses incurred by the Licensor in connection with the assignment must be paid.

8.10 On assignment of this Licence in accordance with this clause 8, the Licensee and the Licensee’s Guarantor are released from further obligations under this Licence, without prejudice to any right or claim the Licensor has against the Licensee or the Licensee’s Guarantor arising prior to the assignment.

9 Use of the Premises

9.1 The Licensee must only use the Premises for the purpose or use stated in Item 2 of the Particulars.

9.2 The Licensee must not:

9.2.1 carry on or permit to be carried on any noxious, noisy, dangerous or offensive business in the Premises; or

9.2.2 allow anything to be done on the Premises which may annoy or cause damage to other persons in the immediate area or neighbourhood or on the campus of the Australian National University; or

9.2.3 without the Licensor’s consent bring anything on to the Premises that might overload the floor; or

9.2.4 do anything to overload the facilities or Services of the Premises or Building nor use them for anything other than their intended purpose.

9.3 The Licensee must:

9.3.1 take all reasonable precautions against the outbreak of fire in the Premises; and

9.3.2 immediately notify the Licensor of the occurrence of any fire or other event which damages the Premises.

9.4 The Licensee must comply with published Statutes, Rules and Orders made under the Australian National University Act 1991 and any policies of the University in force from time to time including those relating to the use of tobacco products.

9.5 The business conducted from the Premises must be carried out in accordance with good trade and business practice for the industry, and in accordance with occupational, health and safety requirements under law.

9.6 The Licensee must take reasonable measures to keep the Premises free from pests or vermin and is responsible for pest control for the term of the Licence.

9.7 The Licensee must comply with all Commonwealth and Australian Capital Territory laws, any requirements of authorities (including obtaining and maintaining all necessary licences and permits), and those reasonable orders issued by the Australian National University’s authorised delegate, in connection with the Premises, the Licensee’s business, the Licensee’s use or occupation of the Premises.

9.8 The Licensee must observe and perform the terms of the Crown Lease or any head lease of the Land insofar as those terms affect the Premises.

9.9 The Licensee must do all things reasonably possible in an endeavour to control usage without waste including for Services supplied and in respect of recycling and environmental issues.

9.10 Notwithstanding clause 9 the Licensee acknowledges and agrees that this Licence does not confer upon the Licensee any estate or interest in land in respect of any part of the Premises or Building, possession and control of which remains vested in the Licensor at all times.
10 **Inspection of the Premises**

10.1 The Licensee must permit:

10.1.1 the Minister or any person authorised by the Minister or the Australian National University to enter the Premises for the purposes of the Crown Lease; and

10.1.2 the Licensor or any person authorised by the Licensor to enter and inspect the Premises at all reasonable times after giving reasonable notice.

11 **Advertisement and Signs**

11.1 The Licensee must not display, or allow to be displayed, any sign on the Premises without the written consent of the Licensor which must not be unreasonably withheld.

11.2 The Licensee will remove its business signs or other signs when the Term has expired or this Licence has been terminated and will pay to the Licensor on demand the costs of the repair of any damage caused by the removal.

12 **Insurance and Indemnity**

12.1 During the Term the Licensee must take out and maintain current, noting the interest of the Licensor on each policy, the following:

12.1.1 an insurance policy for all plate glass windows on the Premises; and

12.1.2 a public risk liability policy for an amount not less than the amount referred to in item 9 of the Particulars; and

12.1.3 a policy to cover the business liability of the Licensee at law, in contract or tort for an amount not less than the amount referred to in item 9 of the Particulars; and

12.1.4 a building contents policy sufficient to cover replacement value of the Licensor’s items or third party items; and

12.1.5 workers’ compensation and common law liability policy for persons employed by the Licensee; and

12.1.6 professional indemnity policy to cover the conduct of the professional business of the Licensee and for an amount not less than the amount referred to in item 9 of the Particulars.

12.2 By written notice to the Licensee, the Licensor may from time to time increase the amount referred to in item 9 to an amount reasonably required by the Licensor.

12.3 The Licensee must indemnify the Licensor against all liabilities or losses arising out of any:

12.3.1 injury to; or

12.3.2 death of; or

12.3.3 damage to the property of,

the Licensee or its employees, agents, invitees, contractors or licensees while upon or entering any part of the Building and Premises, including any shared space, except if caused by the Licensor or the Licensor’s employees, agents or contractors.

12.4 The insurance policies and the insurers must at all times be acceptable to the Licensor.

12.5 At commencement of this Licence and any time thereafter if requested by the Licensor the Licensee must promptly produce proof of the insurances and the payment of premiums.

12.6 If the Licensee does not promptly produce evidence of the insurances when requested the Licensor may effect the insurances and the Licensee must reimburse the Licensor for its costs.
12.7 The Licensee must not do anything or allow anything to be done, or fail to do anything that would allow an insurer to refuse or reduce a claim.

12.8 The Licensee will not hold the Licensor liable for, and indemnifies the Licensor against, any loss, liability or expense incurred by the Licensee as a result of a loss, interruption or a variation in the quality or frequency of a Service (ie. electricity, water or similar utility service supplied to the Premises) or a claim by a third party on the Premises arising out of or in connection with any interruption, loss or variation of the supplied Service.

13 Water Damage

13.1 The Licensor is not liable for damage to property of the Licensee arising from water supply or rain water which leaks or flows into the Premises, except if caused by the Licensor or the Licensor’s employees, agents or contractors.

14 Vacancy Notice

14.1 If requested by the Licensor the Licensee will permit any agent of the Licensor to take prospective licensees through the Premises during the last 3 months of the Term or permit any agent of the Licensor to take prospective licensees through the Premises where either party has given notice of termination.

15 Removal of Fixtures and Fittings

15.1 On expiry of the Term or termination of this Licence, whichever is earlier, the Licensee must promptly remove all of the Licensee’s property from the Premises.

15.2 If the Licensee does any damage to the Premises in removing any Licensee’s property the Licensee must:

15.2.1 repair any damage promptly; and

15.2.2 continue to pay the Licence Fee and all other charges under this Licence until the damage is repaired.

15.3 If the Licensee does not comply with clause 15.1 the Licensee is deemed to have (at the option of the Licensor):

15.3.1 abandoned the Licensee’s property remaining on the Premises; and

15.3.2 appointed the Licensor the Licensee’s agent for the purpose of removing the Licensee’s property from the Premises and either storing it at the risk and cost of the Licensee or selling it in any manner the Licensor decides, without in each case having any liability to the Licensee.

15.4 If pursuant to clause 15.3 the Licensor sells the Licensee’s property (as agent for the Licensee):

15.4.1 the Licensor may apply the net proceeds firstly in satisfaction of any amount owing to the Licensor by the Licensee pursuant to this License and secondly in payment of the cost of removing and selling the Licensee’s property;

15.4.2 the Licensor is to account to the Licensee for any balance of the net proceeds; and

15.4.3 the provision of clause 15.3 and this clause 15.4 do not limit any other rights or remedies of the Licensor under this Licence or at law.
16 Taxes, Duties, Costs and Expenses

16.1 Subject to the Act the Licensee must pay to the Licensor on demand any taxes, duties, cost and expenses which the Licensor incurs in relation to this Licence other than costs associated with the preparation of this Licence.

16.2 The Goods and Services Tax (GST) under A New Tax System (Goods and Services Tax) Act 1999 (the GST Act) applies to the License. The Licence Fee and any other payments under this licence do not include GST.

16.3 If GST is imposed on any supply by the Licensor under this Licence, the Licensee must pay the amount imposed to the Licensor at the same time as and in addition without setoff to the amount the Licensee is required to pay to the Licensor for the supply in question.

16.4 In relation to taxable supplies made under this Licence, the Licensor agrees to issue the Licensee with either:

16.4.1 a tax invoice in accordance with the GST Act and Regulations; or

16.4.2 a document satisfying the minimum information requirements set out in A New Tax System (Goods and Services Tax) Regulations 1999 to entitle a recipient of a taxable supply to claim an input tax credit without holding a tax invoice.

17 Damage to Premises or Building

17.1 If during the Term the Building or the Premises are damaged in a material way or destroyed:

17.1.1 then within 2 months of the date (or the last date) of the damage or destruction occurring the Licensor must notify the Licensee that either:

(a) the Licensor reasonably considers that repair of the Building or the Premises is impracticable and the Licensor does not intend to repair the Premises or the Building, or

(b) the Licensor intends to repair or reinstate the Premises or the Building between the approximate starting and finishing dates stated in the notice given; and

17.1.2 the Licensor may by giving not less than 30 days notice to the Licensee terminate this Licence, if:

(a) the Licensor has given a notice to the Licensee under clause 17.1.1(a); and

(b) either:

(i) the Premises or the Building has to be, or has been, demolished because of the damage: or

(ii) the damage extends to more than 50% of the Premises or the Building; or

(iii) it is impracticable for the Licensor to repair or reinstate the Premises or the Building, acting reasonably and promptly, within one year after the day (or last day) the damage happened; or

(iv) the Premises cannot be used because of the damage, this Licence is due to expire within two years after the day (or last day) the damage happened and this Licence contains no option for extension; and

17.1.3 the Licensee may by giving not less than 30 days notice in writing to the Licensor terminate this Licence if either:

(a) the Licensor notifies the Licensee under clause 17.1.1(a) that the Licensor does not intend to repair the damage; or
(b) the Licensor notifies the Licensee that the Licensor intends to repair or reinstate the Premises or the Building (Plan) but unreasonably departs from, or takes no reasonable action in relation to, the Plan; or

(c) the Premises will not be able to be used for their normal purpose within a reasonable period, or for more than one year, after the date (or last date) the damage happened.

17.2 Compensation for termination:

17.2.1 is not payable by either party if this Licence is terminated in accordance with clause 17.1; or

17.2.2 may be payable by the Licensor to the Licensee under the Act for the loss or damage (other than nominal loss or damage) if:

(a) the Licensor does not give the Licensee a notice pursuant to clause 17.1.1; or

(b) the Licensee relies on a notice given under clause 17.1.1 that the Licensor intends to repair the Premises or the Building and the Licensor fails to repair the Premises within the period stated for repair in the notice or within a reasonable time after the end of that period and the Licensee does not terminate this licence.

17.3 If the Building is damaged so that the Premises are unfit for the licensee's occupation and use or (having regard to the nature and location of the Premises and the normal means of access) inaccessible, then and so often as that happens (unless otherwise determined by the ACT Magistrates Court), a proportionate part of the Licence Fee and other amounts payable under this Licence, according to the nature and extent of damage or inaccessibility, abates until the Premises have been reinstated.

17.4 Clauses 17.2.2 and 17.3 will not apply and this clause 17 does not affect any rights the Licensor may have against the Licensee where:

17.4.1 the damage or destruction has been caused by or contributed to, or arises from; or

17.4.2 rights under an insurance policy in connection with the Building are prejudiced or a policy is cancelled or payment of a premium or a claim is refused by the insurer because of,

any act or omission of the Licensee or the Licensee's employees, agents, contractors, invitees or licensees.

17.5 This clause 17 does not oblige the Licensor to restore or reinstate the Building or the Premises.

18   Default and Termination

18.1 The Licensor may terminate this Licence by giving the Licensee notice or by re-entry if:

18.1.1 the Licensee:

(a) does not comply with an Essential Term;

(b) does not comply with a term which is not an Essential Term and, if the failure to comply with the non-Essential Term can be remedied, it is not remedied within seven days after the Licensor asks the Licensee to remedy it;

(c) repudiates this Licence; or

(d) being a corporation or business entity, an insolvent event (such as, but not limited to, bankruptcy, liquidation, any arrangement with creditors, or insolvency) occurs in respect of the Licensee; or

18.1.2 the Licensee disregards or breaches:
(a) the Licensor’s Liquor Statute or any other statutory regulation of the Licensor; or
(b) the terms of the Licensor’s liquor sale and use arrangement with the ACT government; or
(c) the ACT liquor legislation in general including not making the necessary inquire about the requirement for a licence or obtaining and maintaining an appropriate liquor licence; and

18.1.3 for an event in clauses 18.1.1 and 18.1.2, the Licensee does not remedy that event within 14 days (or such longer period set out in the notice) after written notice (Termination Notice) of the event and proposed termination of this Licence has been given to the Licensee.

18.2 Any claim that the Licensor has against the Licensee under clause 18.1 in respect of any breach of this Licence will continue and is not a waiver, even if notice is given and not acted on by the Licensor.

18.3 The Licensee acknowledges:

18.3.1 the 14 days referred to in the Termination Notice in clause 18.1.3 is a reasonable opportunity to remedy a breach of this Licence; and
18.3.2 an event in clause 18.3.1 justifies termination of this Licence.

18.4 The Licensee must vacate the Premises on the earlier of the Expiry Date or sooner determination of this Licence.

18.5 Prior to vacating the Premises, the Licensor may by written notice require the Licensee at the Licensee’s expense to:

18.5.1 make good the Premises (with “make good” having the meaning given in clause 18.6 within sixty (60) days of receipt of such notice; or
18.5.2 ensure the Premises is in good repair, order and condition and otherwise in accordance with the provisions of this Licence (fair wear and tear excepted) within fourteen (14) days of receipt of such a notice.

18.6 For the purposes of clause 18.5.1, “make good” means:

18.6.1 Preservation of any item, surface, structure, feature or thing identified by the Licensor to be of heritage significance either by inclusion in item 15 or by notice to the Licensee during the Term;
18.6.2 Subject to clause 18.6.1 returning the Premises to core shell configuration, including but not limited to:

(a) removal of all of the Licensee’s fixtures, fittings, stock-in-trade and all property of the Licensee from the Premises, the Building and the Land;
(b) properly repairing any damage whatsoever caused to the Premises, Building or the Land by the removal as described in clause 18.6.2;
(c) reinstating any part of the structure or the Land which has been penetrated or otherwise altered by the Licensee during the Term, including to the floor of the Premises;
18.6.3 thoroughly cleaning the Premises and removing all rubbish, waste and other materials from the Premises, Building and the Land; and
18.6.4 if required by the Licensor, re-altering any alterations made by the Licensee so that the Premises must be converted back to its original condition having regard to the Premises before the Licence as recorded in Condition Report at Attachment 4.
18.7 This clause survives the expiration or early termination of this Agreement.

19 Essential Terms

19.1 Although the Licensor may waive or defer compliance with the Essential Terms from time to time the Licensee is not excused from future compliance with them.

19.2 In addition to any rights the Licensor has to terminate this Licence or to re-enter the Premises, the Licensee must compensate the Licensor for any loss the Licensor suffers, including the Licence Fee for the balance of the Term if:

19.2.1 the Licensee breaches an Essential Term; or

19.2.2 the Licensor exercises its right to terminate this Licence; or

19.2.3 the Licensor re-enters the Premises.

19.3 The Licensor must take all reasonable steps to mitigate any loss suffered by the Licensor arising from any breach by the Licensee of this Licence. Any steps taken by the Licensor to mitigate damage will not constitute acceptance by the Licensor of the Licensee’s default.

20 Notices

20.1 Any notice or other communication to be given by either party to the other must be signed by or on behalf of the party giving the notice and be:

20.1.1 sent in a prepaid letter addressed to the other party at the address of that party shown in this Licence or the last address of that party advised in writing to the party giving the notice; or

20.1.2 (in the case of the Licensee only) left at the Premises.

20.2 A notice or other communication sent in a prepaid letter is deemed to have been received on the third day after posting.

21 Interest on Overdue Money

21.1 If any sum of money is not paid on the due date, then interest must be paid on such sum calculated at the Interest Rate specified in item 10 of the Particulars. Interest will be calculated on daily balances and be payable on the first day of each month. Interest not paid will itself bear interest.

22 Owner Items

22.1 The Licensor owns and has supplied the Premises with Licensor’s property (Owner Items) referred to in the Disclosure Statement (where applicable).

22.2 The Licensee may use the Owner Items for the purposes of conducting its business from the Premises. The Owner Items must not be removed from the Premises by the Licensee.

22.3 At the Licensee’s own expense and cost, the Licensee must keep the Owner Items clean, maintained and in good working condition at all times, and use only reputable, suitably qualified and licensed tradespersons for repairs and maintenance of the Owner Items.

22.4 The Licensee must pay to the Licensor the cost of replacing or repairing the Owner Items on demand, if the damage, breakdown or problem is caused by the Licensee’s deliberate or negligent act or omission, including a failure to comply with clause 22.3.
23 Dispute Resolution

23.1 Before resorting to any external dispute resolution mechanisms, the parties will attempt in the first instance to settle by negotiation any dispute that arises in relation to this Licence. If, after 30 days of first notification in writing of the dispute to the other party, any unresolved dispute remains between the Licensor and the Licensee arising under or in connection with this Licence or the use or occupation of the Premises then such remaining dispute may then be referred in accordance with the Act.

24 Option for Further Term

24.1 This clause 24 does not apply if the words “not applicable” appear in item 4 (Further Term).

24.2 The Licensor will grant to the Licensee a new licence for the Further Term commencing on the day after the Expiry Date if:

24.2.1 the Licensee gives the Licensor a notice stating that it wants a further licence of the Premises for the term specified in Item 4 (Further Term) and asking the Licensor to give the Licensee an updated Disclosure Statement (if applicable) at least seven days before the further licence is entered into; and

24.2.2 the Licensee receives that notice within the period from and including the day that is six months before the expiry of the current Term to but including the day that is three months before the expiry of the current Term; and

24.2.3 when the Licensee gives that notice, and on the expiry of the Term, the Licensee is not in breach of this Licence; and

24.2.4 the Licensee delivers to the Licensor before the expiry of the Term any guarantee and indemnity and security in connection with the Licensee’s compliance with its obligations under the Further Term, on the same terms as any given in connection with the Licensee’s compliance with its obligations under this Licence.

24.3 The new licence must contain the same conditions as this Licence except that:

24.3.1 if the particulars of only one further term are specified in item 4 this clause 24 and item 4 (Further Term) are to be deleted;

24.3.2 if the particulars of more than one further term are specified in item 4 the particulars of the first further term are to be deleted from item 4;

24.3.3 the Yearly Licence Fee at the commencement of the further term is to be determined in accordance with the Licence Fee Review procedure set out in clause 4 as indicated in item 8;

24.3.4 the new licence may be altered in its form or layout to comply with any present or future requirements under law or for the Licensor;

24.3.5 the new licence may be altered because of any change in legislation applicable to the new licence or Licensor and having effect after the date of this Licence.

24.4 The Licensee must redecorate the Premises and the Licensee’s Property in accordance with the following redecoration requirements within 30 days of the Further Term (if the option is exercised):

24.4.1 wash down the inside surfaces of the Premises; and

24.4.2 paint, stain, wallpaper, tile or otherwise treat all inside surfaces of the Premises in the same way that those surfaces were painted, stained, wallpapered or otherwise treated when last redecorated with the Licensor’s approval or, if the Premises have not been
redecorated with the Licensor’s approval, then as they were at the Commencement Date; and

24.4.3 replace floor coverings, curtains, blinds and other furnishings and decorations which, in the Licensor’s opinion, acting reasonably, are worn or damaged

25 Early Termination

25.1 If the Licensor requires the Premises for reasons in relation to the Crown Lease, due to change, amendment or variation under the Australian National University Act 1991, or requires the Premises for a higher priority University use then the Licensor may terminate this Licence by giving the Licensee such reasonable notice as and when the Licensor becomes aware of the change or priority use, and must give the Licensee at least 90 day’s written notice of the termination.

25.2 Upon termination of the Licence under clause 25.1 the Licensor will not be liable to the Licensee for or to pay any compensation for loss of profit or prospective profit or costs associated with any removal or movement of the Licensee from the Premises including storage and/or removal of the Licensee’s property.

26 Holding Over

26.1 If the Licensee continues to occupy the Premises after the expiry of the Term (or Further Term, if applicable) then the Licensee does so as a monthly tenant at the Licence Fee then applying and on the conditions of this Licence.

26.2 The monthly tenancy may be terminated by either party by one month’s notice in writing to the other.

27 Guarantee and Indemnity

27.1 This clause 27 does not apply if the words “not applicable” appear in item 11.

27.2 The Guarantor has requested the Licensor to enter into this Licence with the Licensee.

27.3 In consideration for the Licensor granting this request, the Guarantor for the term of this Licence, any renewal of it and any holding over period:

27.3.1 guarantees the due payment of all sums to be paid by the Licensee and the due compliance by the Licensee with all the terms and conditions of this Licence; and

27.3.2 indemnifies the Licensor against all losses incurred by the Licensor as a consequence of any breach by the Licensee of this Licence.

27.4 The Guarantor must pay all sums to be paid by the Licensee and indemnify the Licensor even if the Licensor has not made a demand on the Licensee when:

27.4.1 the Licensee fails to pay the Licence Fee or is otherwise in breach of this Licence; and

27.4.2 the Licensor demands from the Guarantor payment of the Licence Fee or any other sum owing under this Licence.

27.5 The Guarantor will remain liable to the Licensor even if any of the following events occur:

27.5.1 the Licensor exercises any right under this Licence including the Licensor’s rights of re-entry; or

27.5.2 the Licensee (being a body corporate or registered business or partnership or any other relationship) is wound up or dissolved; or

27.5.3 the Licensee (being a natural person) is declared bankrupt; or
27.5.4 either or both this Licence or this guarantee and indemnity is or are wholly or partly unenforceable; or
27.5.5 the Licensor grants time or other indulgence to, compounds or compromises with or releases the Licensee, or any other Guarantor; or
27.5.6 on the part of the Licensor there is acquiescence, delay, an act, omission or mistake; or
27.5.7 any novation of a right of the Licensee; or
27.5.8 any variation of this licence; or
27.5.9 any extension or renewal or holding over of the term or other continued occupation of the Premises by the Licensee; or
27.5.10 the term is determined (by whatever means); or
27.5.11 the obligation or liability of a person other than the Guarantor is invalid or unenforceable.

27.6 Subject to clause 8.10, anything which has the effect of releasing the Guarantor wholly or partly from the Guarantor's obligations under this guarantee and indemnity will not have that effect unless the Licensor has agreed in writing to release the Guarantor.

27.7 The Licensor may treat the Guarantor as a primary debtor and contractor jointly and severally with the Licensee.

27.8 If there is more than one Guarantor the provisions of this clause will apply to them jointly and severally.

27.9 This guarantee and indemnity is a continuing security and is not discharged by any one payment.

27.10 If a claim that a payment or transfer to the Licensor in connection with this Licence or this guarantee and indemnity is void or voidable (including a claim under laws relating to liquidation, administration, insolvency or protection of creditors) is upheld, conceded or compromised then the Licensor is entitled immediately as against the Guarantor to the rights to which it would have been entitled under this guarantee and indemnity if the payment or transfer had not occurred.

27.11 The Licensor may assign the Licensor's rights under this guarantee and indemnity.

28 General Cleaning and Security

28.1 The Licensee is responsible for cleaning of the internal floors, floor coverings, windows, walls, doors and partitions of the Premises in a proper and workmanlike manner on a regular basis, and when requested, to the reasonable satisfaction of the Licensor.

28.2 The Licensee must:

28.2.1 keep the Premises and the Licensee's Property in good repair excluding fair wear and tear; and

28.2.2 promptly replace worn or damaged items in or attached to the Premises (including plate glass, Licensee's Property (other than stock) and those floor coverings and furnishings which are part of the Licensor's Property) with items of similar quality.

28.3 The Licensee is responsible for security of the Premises.

29 Disclosure Statement

29.1 The Licensee acknowledges having received a Disclosure Statement from the Licensor prior to entering into this Licence as required by the Act.
30 The Act

30.1 If the provisions of this Licence are inconsistent with the Act the provisions of the Act prevail but only to the extent of the inconsistency and except in so far as any Commonwealth law applies to the Licensee and the Licensor is acting within that law.

31 Representation

31.1 The Licensee shall not represent itself, nor shall it hold itself out as, and shall ensure that its officers, employees, and agents do not represent themselves, when representing the Licensee, as being a part of the Licensor’s organisation or as an officer, employee, partner or agent of the Licensor, or as otherwise able to bind or represent the Licensor.

31.2 The Licensee is not by virtue of this Licence an officer, employee, partner or agent of the Licensor, nor does the Licensee have any power or authority to bind or represent the Licensor.

31.3 The Licensee shall not use the Licensor’s name, address, logo, trademark or identifying marks in or on any communication or correspondence whatsoever without the prior written consent of the Licensor. Any consent given under this clause 31 is at the sole discretion of the authorised delegate of the Licensor.

31.4 The Licensee must not do, or fail or omit to do, any act or thing that is likely to bring the Licensor into disrepute or damage the Licensor’s reputation.

32 Parking

32.1 The Licensee may obtain parking permits for parking on the Licensor’s ground in accordance with the Licensor’s Parking and Traffic Statute. Parking spaces are subject to availability and the Licensor makes no guarantee about the availability of parking spaces.

33 Waiver

33.1 The waiver by the Licensor of any default or obligation of the Licensee is not in any circumstance to be construed or operate as a licence to the Licensee to repeat or continue such default or not undertake the obligation nor is any such waiver to be construed or operate as a waiver of any subsequent default or obligation whether of a like nature or not.

34 Special Conditions

34.1 The Special Conditions set out in the attachment are in addition to the terms and conditions of this Licence and form part of this Licence.

35 No Warranty

35.1 The Licensor gives no warranty (either present or future) as to the fitness or suitability of the Premises or the use to which the Premises may be put. The Licensee:

35.1.1 has fully informed itself of, and accepts this Licence subject to, any prohibitions or restrictions on the use of the Land, Building, or Premises from time to time under any law or requirement;

35.1.2 must, at its own cost, obtain, maintain, and comply with any consent or approval from any authority necessary or appropriate for the Licensee’s business or activities in the Premises, Building or Land under any requirement or law and;

35.1.3 must not by any act or omission cause or permit any consent or approval referred to in paragraph (b) to lapse or be revoked.
36 **Licensor's Right to Set-Off**

36.1 The Licensor may, at its absolute discretion, deduct any claim of money or debt owed by the Licensor to the Licensee from any Licence Fees payable under this Agreement.

37 **Trade Waste**

37.1 Trade Waste Devices

37.1.1 The Licensee must ensure that any trade waste generated by its use of the Premises is disposed of in accordance with applicable laws, guidelines and Australian codes and standards (including but not limited to the Utilities Act 2000 (ACT) and applicable guidelines issued by the body with authority to administer the Utilities Act 2000 (ACT) ("the Water Authority")).

37.1.2 Where the Licensee's use of the Premises requires use of a grease trap or triple interceptor or similar device ("Trade Waste Device"), and such items are located in or under, or connected to, the Premises, the Licensee must promptly repair and keep said device(s) in proper working order, clean and free from blockage.

37.1.3 Where the Premises are not connected to a Trade Waste Device, and the Licensee's use requires such a connection, at the Licensee's cost and subject to the prior written approval of the Licensor, the Licensee must promptly install that device.

37.2 Cleaning, maintenance and record-keeping

37.2.1 All installation, cleaning, repairs, maintenance and record-keeping involving Trade Waste Devices must be carried out:

   (a) Subject to the Licensor's prior written approval including such conditions as the Licensor may impose on that approval;

   (b) promptly and in a professional manner by suitably qualified, licensed tradespersons using high quality materials;

   (c) with the consent or approval of any statutory authority as may be required to carry out the work and the conditions of approval are observed;

   (d) In accordance with guidelines issued by the Water Authority.

37.2.2 The Licensee must keep a record of installation, cleaning and maintenance of Trade Waste Devices in accordance with guidelines issued by the Water Authority and make those records available for inspection by the Water Authority and the Licensor when requested.
EXECUTED AS AN AGREEMENT

SIGNED

for and on behalf of the Australian National University ABN (52 234 063 906) by an authorised officer in the presence of

(Signature of witness)

(Signature of authorised officer)

(Printed name of authorised officer)

19/11/18

Date

SIGNED

for and on behalf of Canberra Environment Centre ABN (33 672 938 987)

(Signature of witness)

(Signature of Director)

(Printed name of Director)

(Printed name of witness)

(Printed name of witness)

(Printed name of Director/Secretary)

(Date)
Schedule 1  Special Conditions (if applicable)
Schedule 3  Copy of Signed Disclosure Statement
On-Campus Licence

between

The Australian National University
(ABN: 52 234 063 906)

and

Canberra Environment Centre
(ABN: 33 672 938 987)
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PARTIES

THE AUSTRALIAN NATIONAL UNIVERSITY (ABN 52 234 063 906) an educational and research institute and body corporate pursuant to the *Australian National University Act 1991* (Cth) of Acton in the Australian Capital Territory, 2601 (the "Licensor")

AND

Canberra Environment Centre (ABN 33 672 938 987) of Braddon in Australian Capital Territory, Australia (the "Licensee")

THE LICENCE

The Licensor grants to the Licensee described in item 1 of the Particulars (Licensee) the exclusive right to use the premises under licence, and for the purpose/use described in item 2 of the Particulars (Premises, Purpose and Use), in the building described in item 3 of the Particulars (Building) for the term specified in item 4 of the Particulars (Term) commencing on the date specified in item 5 of the Particulars (Commencement Date) and expiring on the date specified in item 6 of the Particulars (Expiry Date) and as otherwise on the terms and conditions contained in the Agreed Terms below.

AGREED TERMS

THE PARTICULARS

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| 1. | **Licensee:** | Name: Canberra Environment Centre  
ABN: 33 672 938 987  
Address: Lennox Crossing Acton ACT 2601 |
| 2. | **Premises:** | Demountable building no. KO75T1 & KO75T2 located on Lennox Crossing, Acton (the area delineated on the attached plan)  
**Purpose and Use:**  
KO75T1: For a not-for-profit environmental education centre running educational workshops, projects and events, providing physical and online resources and facilitating a community garden.  
KO75T2: Bicycle refurbishment and repair, and second-hand sales to staff, students and third parties and ancillary uses pertaining to the trade in second-hand bicycles only. |
| 3. | **Building:** | Demountable building no. KO75T1 & KO75T2 located on Lennox Crossing, Acton, ACT 2601 |
| 4. | **Term:** | 3 years  
**Further Term:** | Not applicable  
**(Clause Error! Reference source not found.)** |
<p>| 5. | <strong>Commencement Date:</strong> | 1 October 2019 |
| 6. | <strong>Expiry Date:</strong> | 30 September 2022 |</p>
<table>
<thead>
<tr>
<th></th>
<th>Licence Fee: (Clause 4)</th>
<th>$30,000.00 per annum (exclusive of GST and subject to clause 3.3 and clause 17).</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Monthly Payment:</td>
<td>$2,500 per month</td>
</tr>
<tr>
<td></td>
<td>Due Day of the Month:</td>
<td>On or before the first day of each month.</td>
</tr>
<tr>
<td></td>
<td>Method of Payment:</td>
<td>Direct debit made payable to the Australian National University.</td>
</tr>
<tr>
<td></td>
<td>Date of First Payment:</td>
<td>1 October 2018</td>
</tr>
<tr>
<td>8.</td>
<td>Amount of Public Risk Insurance Cover: (Clause 13)</td>
<td>$20,000,000</td>
</tr>
<tr>
<td></td>
<td>Amount of Licensee’s Product/Business Liability Insurance Cover (Including Coverage for Glass): (Clause 13)</td>
<td>$20,000,000</td>
</tr>
<tr>
<td></td>
<td>Workers’ Compensation and Common Law Liability Insurance Cover: (Clause 13)</td>
<td>As per applicable State and Territory legislation</td>
</tr>
<tr>
<td>9.</td>
<td>Interest Rate (Overdue Money): (Clause 22)</td>
<td>10% per annum</td>
</tr>
</tbody>
</table>
ACKNOWLEDGEMENTS UNDER THE LEASES (COMMERCIAL AND RETAIL) ACT 2001

The Licensee acknowledges:

1. that they have received a Disclosure Statement which complied with the Act;

2. before this Licence was entered into the Licensor informed the Licensee about the approved handbook (as contemplated under section 35(1) of the Act). (a copy of the handbook produced by the ACT Office of Fair Trading is available at ACT government shopfronts or the website at www.ors.act.gov.au/fairtrading/webpages/corporate/publications.html); and

3. the term of the Licence (when the initial term and any further term in an option to renew are aggregated) is not for 5 or more years, and accordingly the Licensee has obtained independent legal advice and the Licensee's lawyer has completed the section 104 written statement set out below, and as a result section 104 of the Act does not apply to this Licence.

SECTION 104 CERTIFICATE:

a) For the purpose of point 3 above, I have given this certificate at the request of the Licensee.

b) I explained to the Licensee the effect of section 104 of the Act and that the giving of this written statement will result in section 104 of the Act not applying to this Licence (that is the term of this Licence will be for a period of less than 5 years when the initial term and any further term in an option to renew are aggregated).

c) I do not act for the Licensor.

<table>
<thead>
<tr>
<th>Signature of lawyer</th>
<th>Name of lawyer (print)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>[Stephanie Booker]</td>
</tr>
</tbody>
</table>
1 Definitions and Interpretations

1.1 The following words have these meanings unless the contrary intention appears. Other words have the meanings indicated on the cover sheet and the Particulars.

Item numbers refer to those numbers in the Particulars.

**Act** means the Australian Capital Territory (ACT) Leases (Commercial and Retail) Act 2001.

**Building** means the building in which the Premises are located.

**Crown Lease** means the crown lease of which the Premises form part or whole.

**Disclosure Statement** means a statement signed on behalf the Licensor and given to the Licensee in accordance with the Act.

**Effective Control** means control:

(a) of the composition of the board of directors; or

(b) of more than one-half of the voting rights.

**Essential Terms** mean clauses 4, 5, 6, 7.1, 9.1, 10.1, 10.2, 16.1, 17, 19, 20, 22, 26 and 27.

**GST** has the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (referred to as the ‘GST Act’) and associated imposition statutes.

**Land** means the land which the Premises is situated.

**Licence** includes this document including schedules, attachments, any inventory or special condition annexed to this document.

**Licensee** includes the executors, administrators, successors and assigns of the licensee.

**Licensee’s Property** means the fixtures and fittings and other property of the Licensee in, on or used in the Premises.

**Minister** means the Commonwealth government minister or authority responsible for oversight of the Australian National University under its enabling legislation.

**Services** means such services (such as water, sewerage, drainage, gas, electricity, communications, fire-fighting, air conditioning, lifts and escalators) (if any) to or of the Building or any premises in it, as may be provided by authorities, the Licensor or any person authorised by the Licensor (other than the Licensee), and includes all plant and equipment in connection with those services.

**Term** means the period from and including the Commencement Date to and including the Expiry Date in item 6, unless terminated earlier.

1.2 Certain Terms

Unless the contrary intention appears:

1.2.1 a reference to a statute, ordinance or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements;

1.2.2 the word "person" includes a corporation, a partnership, an incorporated or unincorporated association or an authority;

1.2.3 where a party consists of more than one person, this Licence binds those persons jointly and individually;

1.2.4 a reference to a month means a calendar month;

1.2.5 if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
1.2.6 a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

1.2.7 the singular includes the plural and vice versa;

1.2.8 references to "Licensee", "Licensor" and "Licensee's Fittings" are a reference to "Tenant", "Owner" and "Tenant's Items", respectively, in the Disclosure Statement.

1.2.9 if this document is not registered as a licence at the Registrar-General's Office, a reference to "this Licence" is a reference to:

(a) any licence implied by the common law because of occupation and payment of a licence fee substantially in accordance with this document; and

(b) any licence arising in equity due to the agreement between the parties as evidenced by this document.

1.3 Headings

Headings are inserted for convenience and do not affect the interpretation of this Licence.

2 Land Titles Act 1925 (ACT)

The covenants implied at sections 119 and 120 of the Land Titles Act 1925 (ACT) do not apply to this Licence.

3 Leases (Commercial and Retail) Act 2001 (ACT)

3.1 The Act applies to this Licence and any provision in this Licence that is inconsistent with the Act is void to the extent of the inconsistency.

3.2 The standard provisions referred to in section 20(3) of the Act do not apply to this Licence.

4 Licence Fee

4.1 The Licensee agrees to pay the Licence Fee specified in item 7 of the Particulars to the Licensor monthly in advance in the amount specified in item 7 of the Particulars, without reduction, on the day specified in item 7 of the Particulars in the manner in item 7 (or as the Licensor directs) of the Particulars from the date of first payment specified in item 7 of the Particulars. GST is payable by the Licensee additional to this fee.

4.2 If an instalment is for a period of less than one month, then that Instalment is that proportion of one-twelfth of the annual Licence Fee which the number of days in the period bears to the number of days in the month in which that period begins.

4.3 For the period when the Canberra Environment Centre (ABN: 33 672 938 987) is the Licensee under this Licence and occupies the Premises, and only that period, clause 4.1 does not apply and the following clause applies:

3.3.1 The Licensee specified in Item 1 of the Particulars agrees to pay the annual Licence Fee of $12.00 (twelve dollars) per annum to the Licensor on demand, annually in advance on and from the date of first payment specified in item 7 of the Particulars. GST is payable by the Licensee additional to this fee.

5 Charges and Outgoings

5.1 Charges

5.1.1 The Licensee agrees to pay on time all amounts payable by the Licensee which are separately charged or imposed in connection with the Premises, or by the Licensee's use or occupation of the Premises, including any charge levied by the University for
maintenance of the Building, including security and fire protection, and for electricity or other utility or Services provision for the public areas of the Building.

5.1.2 If any charge is not paid within 1 month of the due date then the Licensor may pay that amount. Any amount paid by the Licensor must be repaid by the Licensee on demand.

5.1.3 The Licensee agrees to produce to the Licensor when required the receipts for payment for all charges.

5.1.4 The Licensee acknowledges that the Licensor may procure Services not separately charged to the Premises at the Commencement Date (including water and electricity) to be separately charged to the Premises during the Term or any further term of this Licence.

5.2 Outgoings

Without limiting clause 5.1, the Parties acknowledge that this is a gross Licence and the Licensee is not required to pay an additional sum for outgoings.

6 Alterations

6.1 The Licensee must not make or allow to be made any alteration or addition to the Premises (whether structural or otherwise) without the written consent of the Licensor.

6.2 If the Licensee is likely to be affected by proposed alterations to or refurbishment of the Building or grounds surrounding the Building, the Licensor must give the Licensee at least 2 months written notice of the alterations or refurbishment including details of the proposed alterations or refurbishment and the measures, if any, that will be taken by the Licensor to minimise the effect of the alterations or refurbishment. In cases of emergency the Licensor need only give the Licensee reasonable notice of the proposed alteration or refurbishment.

7 Maintenance and Repairs

7.1 Without limiting the requirements in clause 8, the Licensee must:

7.1.1 keep the Premises clean and in a tidy condition; and

7.1.2 keep the Premises (including the air-conditioning (if any)) and the Licensor’s property in good repair; and

7.1.3 hand over the Premises in good repair at the end of the licence,

in each case to the reasonable satisfaction of the Licensor, fair wear and tear and damage by fire, storm, lightning, flood or earthquake excepted.

7.2 The Licensee must comply with any written notice of the Licensor to repair or clean the Premises in accordance with the Licensee’s obligations contained in this Licence.

7.3 If the Licensee does not comply:

7.3.1 within 14 days with a notice to repair; or

7.3.2 within 48 hours with a notice to clean,

and does not complete the repair or cleaning within a reasonable time then the Licensor may complete the repair or cleaning. Any cost of the repair or cleaning is repayable by the Licensee on demand.

7.4 The Licensor or any properly authorised person of the Licensor is allowed to enter the Premises at any reasonable time to carry out cleaning or repairs to be carried out by the Licensor.
7.5 If the Premises' glass windows are destroyed or damaged the Licensee must promptly replace them with glass of at least the same standard, suitability and thickness.

8 General Cleaning and Security

8.1 The Licensee is responsible for cleaning of the internal floors, floor coverings, windows, walls, doors and partitions of the Premises in a proper and workmanlike manner on a regular basis, and when requested, to the reasonable satisfaction of the Licensor.

8.2 The Licensee must:

8.2.1 keep the Premises and the Licensee’s Property in good repair excluding fair wear and tear; and

8.2.2 promptly replace worn or damaged items in or attached to the Premises (including plate glass, Licensee’s Property (other than stock) and those floor coverings and furnishings which are part of the Licensor’s Property) with items of similar quality.

8.3 The Licensee is responsible for security of the Premises.

9 Assignment, Sublicense and Mortgages

9.1 The Licensee may only assign this Licence if it complies with, and obtains the consent of the Licensor in accordance with, this clause 9, and must not sublicense or grant a mortgage over or otherwise part with possession of the Premises.

9.2 The following events or circumstances will be an assignment of the Licence:

9.2.1 If the Licensee is a company, any change in Effective Control of the Licensee or its holding company;

9.2.2 if the Licensee is a trustee:

(a) its trust deed is altered, amended, varied or revoked;

(b) its retirement or removal as trustee of its trust;

(c) any new or additional trustee to be appointed as trustee of its trust;

(d) the transfer of the assets of the trust to any other trust or person;

(e) the removal or diminishing of its rights of indemnity from the trust assets; or

(f) the appointment of a date of distribution (being a date upon which the assets of its trust will vest in the beneficiaries of its trust) while any obligations as Licensee remain outstanding or unsatisfied; and

(g) if the trustee is a company, any change in Effective Control of the trustee company or its holding company.

9.3 Subject to clause 9.4, if the Licensee proposes to assign this Licence, the Licensee must give the Licensor a notice asking for consent and provide the information required under clause 9.6.

9.4 Before the Licensee may give the Licensor a notice pursuant to clause 9.3, the Licensee must give the proposed assignee a copy of any Disclosure Statement the Licensee has been given for this Licence and details of any material changes to it since it was given to the Licensee of which the Licensee is, or could reasonably be expected to be, aware.

9.5 For the purpose of complying with clause 9.4, the Licensee may give a notice to the Licensor asking for a copy of any Disclosure Statement the Licensor has given to the Licensee, and unless the Licensor has a reasonable excuse, the Licensor must comply with the Licensee's written request within 14 days of receiving the Licensee's notice.
9.6 If the Licensee requests theLicensor's consent to an assignment of this Licence of the Premises, the Licensee must provide the Licensor with:

9.6.1 a written application for consent;

9.6.2 for each proposed assignee and any proposed guarantor:

(a) their full names and addresses (including, for individuals their current residential addresses); and

(b) any information concerning the financial standing of the proposed assignee (including details of any finance they may have, or propose to have, approved); and

(c) information concerning the business skills of the proposed assignee, and ability to obtain appropriate regulatory licences for the Premises; and

(d) information concerning the financial standing of any proposed guarantor for the proposed assignee; and

(e) the proposed use of the Premises by the proposed assignee; and

(f) the ability of the proposed assignee to operate the business conducted or to be conducted from the Premises; and

(g) references for the proposed assignee.

9.7 The Licensor is taken to have given the Licensor's consent to the proposed assignment if the Licensor has not given the Licensee written notice of the Licensor's consent or refusal to consent:

9.7.1 (unless clause 9.7.2 applies) within 28 days after receiving the Licensee's request for consent in accordance with this clause 9; and

9.7.2 if the Licensor has requested information or further information, within 21 days after the Licensor receives all the information requested.

9.8 The Licensor will not unreasonably withhold consent to a proposed assignment of this Licence of the Premises if:

9.8.1 the Licensee complies with this clause 9.3, 9.4, 9.5 and 9.6; and

9.8.2 the Licensee proves to the Licensor's reasonable satisfaction the proposed assignee:

(a) is a suitable, respectable, responsible and financially sound person (with sufficient financial resources) with experience in, and a good reputation for, conducting the business permitted, and to the standard required, under the Licence; and

(b) is capable of performing the Licensee's obligations under the Licence; and

(c) is adequately capable and skilled to carry on the Licensee's business; and

(d) will be, or the business to be conducted by the proposed assignee, is compatible with other occupants of the Building; and

(e) intends to use the Premises for a purpose allowed under this Licence; and

9.8.3 any breach of this Licence has been rectified.

9.9 Before an assignment of this Licence takes effect:

9.9.1 the consent of the Licensor in accordance with this clause 9 must have been obtained; and
9.9.2 the Licensor, the Licensee and the proposed assignee and any guarantor (if required) must have entered into a consent document relating to the assignment in the form reasonably required by the Licensor and prepared by the Licensee; and

9.9.3 any guarantee, bond or guarantee and indemnity reasonably required by the Licensor must be given; and

9.9.4 the Licensee must comply, and ensure that the proposed assignee complies, with all the Licensor's reasonable requirements in relation to the assignment (including compliance by the assignee with the insurance requirements of this Licence); and

9.9.5 the Licensee must obtain the Licensor's confirmation that the Licensee has obtained any consents it has agreed to obtain; and

9.9.6 any default under this Licence must be remedied; and

9.9.7 the reasonable legal and other expenses incurred by the Licensor in connection with the assignment must be paid.

9.10 On assignment of this Licence in accordance with this clause 9, the Licensee is released from further obligations under this Licence, without prejudice to any right or claim the Licensor has against the Licensee arising prior to the assignment.

10 Use of the Premises

10.1 The Licensee must only use the Premises for the purpose or use stated in item 2 of the Particulars.

10.2 The Licensee must not:

10.2.1 carry on or permit to be carried on any noxious, noisy, dangerous or offensive business in the Premises; or

10.2.2 allow anything to be done on the Premises which may annoy or cause damage to other persons in the immediate area or neighbourhood or on the campus of the Australian National University; or

10.2.3 without the Licensor's consent bring anything on to the Premises that might overload the floor; or

10.2.4 do anything to overload the facilities or Services of the Premises or Building nor use them for anything other than their intended purpose.

10.3 The Licensee must:

10.3.1 take all reasonable precautions against the outbreak of fire in the Premises; and

10.3.2 immediately notify the Licensor of the occurrence of any fire or other event which damages the Premises.

10.4 The Licensee must comply with published Statutes, Rules and Orders made under the Australian National University Act 1991 and any policies of the University in force from time to time including those relating to the use of tobacco products.

10.5 The business conducted from the Premises must be carried out in accordance with good trade and business practice for the industry, and in accordance with occupational, health and safety requirements under law.

10.6 The Licensee must take reasonable measures to keep the Premises free from pests or vermin and is responsible for pest control for the term of the Licence.
10.7 The Licensee must comply with all Commonwealth and Australian Capital Territory laws, any requirements of authorities (including obtaining and maintaining all necessary licences and permits), and those reasonable orders issued by the Australian National University's authorised delegate, in connection with the Premises, the Licensee’s business, the Licensee’s use or occupation of the Premises.

10.8 The Licensee must observe and perform the terms of the Crown Lease or any head lease of the Land insofar as those terms affect the Premises.

10.9 The Licensee must do all things reasonably possible in an endeavour to control usage without waste including for Services supplied and in respect of recycling and environmental issues.

10.10 Notwithstanding clause 10 the Licensee acknowledges and agrees that this Licence does not confer upon the Licensee any estate or interest in land in respect of any part of the Premises or Building, possession and control of which remains vested in the Licensor at all times.

10.11 The Licensee must not at any time during the Term:

10.11.1 lodge a caveat on the title to the Crown Lease of the Land;

10.11.2 allow a caveat to be lodged by a person claiming through the Licensee to be lodged on that title or to remain on that title; and

10.11.3 the Licensee must sign all documents and do all things required to procure the removal of any such caveat lodged on the title to the Crown Lease of the Land contrary to the prohibition in this clause 10.11.

11 Inspection of the Premises

11.1 The Licensee must permit:

11.1.1 the Minister or any person authorised by the Minister or the Australian National University to enter the Premises for the purposes of the Crown Lease; and

11.1.2 the Licensor or any person authorised by the Licensor to enter and inspect the Premises at all reasonable times after giving reasonable notice.

12 Advertisement and Signs

12.1 The Licensee must not display, or allow to be displayed, any sign on the Premises without the written consent of the Licensor which must not be unreasonably withheld.

12.2 The Licensee will remove its business signs or other signs when the Term has expired or this Licence has been terminated and will pay to the Licensor on demand the costs of the repair of any damage caused by the removal.

13 Insurance and Indemnity

13.1 During the Term the Licensee must take out and maintain current, noting the interest of the Licensor on each policy (except for workers compensation insurance), the insurances set out in item 8 of the Particulars.

13.2 The Licensee must indemnify the Licensor against all liabilities or losses arising out of any:

13.2.1 injury to; or

13.2.2 death of; or

13.2.3 damage to the property of,
the Licensee or its employees, agents, invitees, contractors or licensees while upon or entering any part of the Building and Premises, including any shared space, except if caused by the Licenser or the Licenser’s employees, agents or contractors.

13.3 The insurance policies and the insurers must at all times be acceptable to the Licenser.

13.4 At commencement of this Licence and any time thereafter if requested by the Licenser the Licensee must promptly produce proof of the insurances and the payment of premiums.

13.5 If the Licensee does not promptly produce evidence of the insurances when requested the Licenser may effect the insurances and the Licensee must reimburse the Licenser for its costs.

13.6 The Licensee must not do anything or allow anything to be done, or fail to do anything that would allow an insurer to refuse or reduce a claim.

13.7 The Licensee will not hold the Licenser liable for, and indemnifies the Licenser against, any loss, liability or expense incurred by the Licensee as a result of a loss, interruption or a variation in the quality or frequency of a Service (i.e. electricity, water or similar utility service supplied to the Premises) or a claim by a third party on the Premises arising out of or in connection with any interruption, loss or variation of the supplied Service.

14 Water Damage

14.1 The Licenser is not liable for damage to property of the Licensee arising from water supply or rain water which leaks or flows into the Premises, except if caused by the Licenser or the Licenser’s employees, agents or contractors.

15 Vacancy Notice

15.1 If requested by the Licenser the Licensee will permit any agent of the Licenser to take prospective licensees through the Premises during the last 3 months of the Term or permit any agent of the Licenser to take prospective licensees through the Premises where either party has given notice of termination.

16 Removal of Fixtures and Fittings

16.1 On expiry of the Term or termination of this Licence, whichever is earlier, the Licensee must promptly remove all of the Licensee’s property from the Premises.

16.2 If the Licensee does any damage to the Premises in removing any Licensee’s property the Licensee must:

16.2.1 repair any damage promptly; and

16.2.2 continue to pay the Licence Fee and all other charges under this Licence until the damage is repaired.

16.3 If the Licensee does not comply with clause 16.1 the Licensee is deemed to have (at the option of the Licenser):

16.3.1 abandoned the Licensee’s property remaining on the Premises; and

16.3.2 appointed the Licenser the Licensee’s agent for the purpose of removing the Licensee’s property from the Premises and either storing it at the risk and cost of the Licensee or selling it in any manner the Licenser decides, without in each case having any liability to the Licensee.

16.4 If pursuant to clause 16.3 the Licenser sells the Licensee’s property (as agent for the Licensee):
16.4.1 the Licensor may apply the net proceeds firstly in satisfaction of any amount owing to the Licensor by the Licensee pursuant to this Licence and secondly in payment of the cost of removing and selling the Licensee’s property;

16.4.2 the Licensor is to account to the Licensee for any balance of the net proceeds; and

16.4.3 the provision of clause 16.3 and this clause 16.4 do not limit any other rights or remedies of the Licensor under this Licence or at law.

17 Taxes, Duties, Costs and Expenses

17.1 Subject to the Act the Licensee must pay to the Licensor on demand any taxes, duties, cost and expenses which the Licensor incurs in relation to this Licence other than costs associated with the preparation of this Licence.

17.2 The Goods and Services Tax (GST) under A New Tax System (Goods and Services Tax) Act 1999 (the GST Act) applies to the Licensee. The Licence Fee and any other payments under this licence do not include GST.

17.3 If GST is imposed on any supply by the Licensor under this Licence, the Licensee must pay the amount imposed to the Licensor at the same time as and in addition without setoff to the amount the Licensee is required to pay to the Licensor for the supply in question.

17.4 In relation to taxable supplies made under this Licence, the Licensor agrees to issue the Licensee with either:

17.4.1 a tax Invoice in accordance with the GST Act and Regulations; or

17.4.2 a document satisfying the minimum information requirements set out in A New Tax System (Goods and Services Tax) Regulations 1999 to entitle a recipient of a taxable supply to claim an input tax credit without holding a tax invoice.

18 Damage to Premises or Building

18.1 If during the Term the Building or the Premises are damaged in a material way or destroyed:

18.1.1 then within 2 months of the date (or the last date) of the damage or destruction occurring the Licensor must notify the Licensee that either:

(a) the Licensor reasonably considers that repair of the Building or the Premises is impracticable and the Licensor does not intend to repair the Premises or the Building, or

(b) the Licensor intends to repair or reinstate the Premises or the Building between the approximate starting and finishing dates stated in the notice given; and

18.1.2 the Licensor may by giving not less than 30 days’ notice to the Licensee terminate this Licence, if:

(a) the Licensor has given a notice to the Licensee under clause 18.1.1(a); and

(b) either:

(i) the Premises or the Building has to be, or has been, demolished because of the damage: or

(ii) the damage extends to more than 50% of the Premises or the Building: or

(iii) it is impracticable for the Licensor to repair or reinstate the Premises or the Building, acting reasonably and promptly, within one year after the day (or last day) the damage happened; or
the Premises cannot be used because of the damage, this Licence is
due to expire within two years after the day (or last day) the damage
happened and this Licence contains no option for extension; and

18.1.3 the Licensee may by giving not less than 30 days’ notice in writing to the Licensor
terminate this Licence if either:

(a) the Licensor notifies the Licensee under clause 18.1.1(a) that the Licensor does
not intend to repair the damage; or

(b) the Licensor notifies the Licensee that the Licensor intends to repair or reinstate
the Premises or the Building (Plan) but unreasonably departs from, or takes no
reasonable action in relation to, the Plan; or

(c) the Premises will not be able to be used for their normal purpose within a
reasonable period, or for more than one year, after the date (or last date) the
damage happened.

18.2 Compensation for termination:

18.2.1 is not payable by either party if this Licence is terminated in accordance with clause
18.1; or

18.2.2 may be payable by the Licensor to the Licensee under the Act for the loss or damage
(other than nominal loss or damage) if:

(a) the Licensor does not give the Licensee a notice pursuant to clause 18.1.1; or

(b) the Licensee relies on a notice given under clause 18.1.1 that the Licensor
intends to repair the Premises or the Building and the Licensor fails to repair the
Premises within the period stated for repair in the notice or within a reasonable
time after the end of that period and the Licensee does not terminate this licence.

18.3 If the Building is damaged so that the Premises are unfit for the licensee’s occupation and use
or (having regard to the nature and location of the Premises and the normal means of access)
inaccessible, then and so often as that happens (unless otherwise determined by the ACT
Magistrates Court), a proportionate part of the Licence Fee and other amounts payable under
this Licence, according to the nature and extent of damage or inaccessibility, abates until the
Premises have been reinstated.

18.4 Clauses 18.2.2 and 18.3 will not apply and this clause 18 does not affect any rights the
Licensor may have against the Licensee where:

18.4.1 the damage or destruction has been caused by or contributed to, or arises from; or

18.4.2 rights under an insurance policy in connection with the Building are prejudiced or a
policy is cancelled or payment of a premium or a claim is refused by the insurer
because of,

any act or omission of the Licensee or the Licensee’s employees, agents, contractors, invitees
or licensees.

18.5 This clause 18 does not oblige the Licensor to restore or reinstate the Building or the Premises.

19 Default and Termination

19.1 The Licensor may terminate this Licence by giving the Licensee notice or by re-entry if:

19.1.1 the Licensee:

(a) does not comply with an Essential Term;
(b) does not comply with a term which is not an Essential Term and, if the failure to comply with the non-Essential Term can be remedied, it is not remedied within seven days after the Licensor asks the Licensee to remedy it;

(c) repudiates this Licence; or

(d) being a corporation or business entity, an insolvent event (such as, but not limited to, bankruptcy, liquidation, any arrangement with creditors, or insolvency) occurs in respect of the Licensee; or

19.1.2 the Licensee disregards or breaches:

(a) the Licensor's Liquor Statute or any other statutory regulation of the Licensor; or

(b) the terms of the Licensor's liquor sale and use arrangement with the ACT government; or

(c) the ACT liquor legislation in general including not making the necessary inquiries about the requirement for a licence or obtaining and maintaining an appropriate liquor licence; and

19.1.3 for an event in clauses 19.1.1 and 19.1.2, the Licensee does not remedy that event within 14 days (or such longer period set out in the notice) after written notice (Termination Notice) of the event and proposed termination of this Licence has been given to the Licensee.

19.2 Any claim that the Licensor has against the Licensee under clause 19.1 in respect of any breach of this Licence will continue and is not a waiver, even if notice is given and not acted on by the Licensor.

19.3 The Licensee acknowledges:

19.3.1 the 14 days referred to in the Termination Notice in clause 19.1.3 is a reasonable opportunity to remedy a breach of this Licence; and

19.3.2 an event in clause 19.3.1 justifies termination of this Licence.

19.4 The Licensee must vacate the Premises on the earlier of the Expiry Date or sooner determination of this Licence.

19.5 Prior to vacating the Premises, the Licensor may by written notice require the Licensee at the Licensee's expense to:

19.5.1 make good the Premises (with "make good" having the meaning given in clause 19.6 within sixty (60) days of receipt of such notice; or

19.5.2 ensure the Premises is in good repair, order and condition and otherwise in accordance with the provisions of this Licence (fair wear and tear excepted) within fourteen (14) days of receipt of such a notice.

19.6 For the purposes of clause 19.5.1, "make good" means:

19.6.1 Preservation of any item, surface, structure, feature or thing identified by the Licensor to be of heritage significance by notice to the Licensee during the Term;

19.6.2 Subject to clause 19.6.1 returning the Premises to core shell configuration, including but not limited to:

(a) removal of all of the Licensee's fixtures, fittings, stock-in-trade and all property of the Licensee from the Premises, the Building and the Land;

(b) properly repairing any damage whatsoever caused to the Premises, Building or the Land by the removal as described in clause 19.6.2;
(c) reinstating any part of the structure or the Land which has been penetrated or otherwise altered by the Licensee during the Term, including to the floor of the Premises;

19.6.3 thoroughly cleaning the Premises and removing all rubbish, waste and other materials from the Premises, Building and the Land; and

19.6.4 if required by the Licensor, re-altering any alterations made by the Licensee so that the Premises must be converted back to its original condition having regard to the Premises before the Licence as recorded in Condition Report at Attachment 4.

19.7 This clause survives the expiration or early termination of this Agreement.

20 Essential Terms

20.1 Although the Licensor may waive or defer compliance with the Essential Terms from time to time the Licensee is not excused from future compliance with them.

20.2 In addition to any rights the Licensor has to terminate this Licence or to re-enter the Premises, the Licensee must compensate the Licensor for any loss the Licensor suffers, including the Licence Fee for the balance of the Term if:

20.2.1 the Licensee breaches an Essential Term; or

20.2.2 the Licensor exercises its right to terminate this Licence; or

20.2.3 the Licensor re-enters the Premises.

20.3 The Licensor must take all reasonable steps to mitigate any loss suffered by the Licensor arising from any breach by the Licensee of this Licence. Any steps taken by the Licensor to mitigate damage will not constitute acceptance by the Licensor of the Licensee's default.

21 Notices

21.1 Any notice or other communication to be given by either party to the other must be signed by or on behalf of the party giving the notice and be:

21.1.1 sent in a prepaid letter addressed to the other party at the address of that party shown in this Licence or the last address of that party advised in writing to the party giving the notice; or

21.1.2 (in the case of the Licensee only) left at the Premises.

21.2 A notice or other communication sent in a prepaid letter is deemed to have been received on the third day after posting.

22 Interest on Overdue Money

22.1 If any sum of money is not paid on the due date, then interest must be paid on such sum calculated at the Interest Rate specified in item 9 of the Particulars. Interest will be calculated on daily balances and be payable on the first day of each month. Interest not paid will itself bear interest.

23 Owner Items

23.1 The Licensor owns and has supplied the Premises with Licensor’s property (Owner Items) referred to in the Disclosure Statement (where applicable).

23.2 The Licensee may use the Owner Items for the purposes of conducting its business from the Premises. The Owner Items must not be removed from the Premises by the Licensee.
23.3 At the Licensee’s own expense and cost, the Licensee must keep the Owner Items clean, maintained and in good working condition at all times, and use only reputable, suitably qualified and licensed tradespersons for repairs and maintenance of the Owner Items.

23.4 The Licensee must pay to the Licensor the cost of replacing or repairing the Owner Items on demand, if the damage, breakdown or problem is caused by the Licensee’s deliberate or negligent act or omission, including a failure to comply with clause 23.3.

24 Dispute Resolution

24.1 Before resorting to any external dispute resolution mechanisms, the parties will attempt in the first instance to settle by negotiation any dispute that arises in relation to this Licence. If, after 30 days of first notification in writing of the dispute to the other party, any unresolved dispute remains between the Licensor and the Licensee arising under or in connection with this Licence or the use or occupation of the Premises then such remaining dispute may then be referred in accordance with the Act.

25 Early Termination

25.1 If the Licensor requires the Premises for reasons in relation to the Crown Lease, due to change, amendment or variation under the Australian National University Act 1991, or requires the Premises for a higher priority University use then the Licensor may terminate this Licence by giving the Licensee such reasonable notice as and when the Licensor becomes aware of the change or priority use, and must give the Licensee at least 90 day’s written notice of the termination.

25.2 Upon termination of the Licence under clause 25.1 the Licensor will not be liable to the Licensee for or to pay any compensation for loss of profit or prospective profit or costs associated with any removal or movement of the Licensee from the Premises including storage and/or removal of the Licensee’s property.

26 Holding Over

26.1 If the Licensee continues to occupy the Premises after the expiry of the Term (or Further Term, if applicable) then the Licensee does so as a monthly tenant at the Licence Fee then applying and on the conditions of this Licence.

26.2 The monthly tenancy may be terminated by either party by one month’s notice in writing to the other.

27 Representation

27.1 The Licensee shall not represent itself, nor shall it hold itself out as, and shall ensure that its officers, employees, and agents do not represent themselves, when representing the Licensee, as being a part of the Licensor’s organisation or as an officer, employee, partner or agent of the Licensor, or as otherwise able to bind or represent the Licensor.

27.2 The Licensee is not by virtue of this Licence an officer, employee, partner or agent of the Licensor, nor does the Licensee have any power or authority to bind or represent the Licensor.

27.3 The Licensee shall not use the Licensor’s name, address, logo, trademark or identifying marks in or on any communication or correspondence whatsoever without the prior written consent of the Licensor. Any consent given under this clause 27 is at the sole discretion of the authorised delegate of the Licensor.

27.4 The Licensee must not do, or fail or omit to do, any act or thing that is likely to bring the Licensor into disrepute or damage the Licensor’s reputation.
28 Parking

28.1 The Licensee may obtain parking permits for parking on the Licensor's ground in accordance with the Licensor's Parking and Traffic Statute. Parking spaces are subject to availability and the Licensor makes no guarantee about the availability of parking spaces.

29 Waiver

29.1 The waiver by the Licensor of any default or obligation of the Licensee is not in any circumstance to be construed or operate as a licence to the Licensee to repeat or continue such default or not undertake the obligation nor is any such waiver to be construed or operate as a waiver of any subsequent default or obligation whether of a like nature or not.

30 No Warranty

30.1 The Licensor gives no warranty (either present or future) as to the fitness or suitability of the Premises or the use to which the Premises may be put. The Licensee:

30.1.1 has fully informed itself of, and accepts this Licence subject to, any prohibitions or restrictions on the use of the Land, Building, or Premises from time to time under any law or requirement;

30.1.2 must, at its own cost, obtain, maintain, and comply with any consent or approval from any authority necessary or appropriate for the Licensee's business or activities in the Premises, Building or Land under any requirement or law and;

30.1.3 must not by any act or omission cause or permit any consent or approval referred to in paragraph (b) to lapse or be revoked.

31 Licensor's Right to Set-Off

31.1 The Licensor may, at its absolute discretion, deduct any claim of money or debt owed by the Licensor to the Licensee from any Licence Fees payable under this Agreement.

32 Trade Waste

32.1 Trade Waste Devices

32.1.1 The Licensee must ensure that any trade waste generated by its use of the Premises is disposed of in accordance with applicable laws, guidelines and Australian codes and standards (including but not limited to the Utilities Act 2000 (ACT) and applicable guidelines issued by the body with authority to administer the Utilities Act 2000 (ACT) ("the Water Authority")).

32.1.2 Where the Licensee's use of the Premises requires use of a grease trap or triple interceptor or similar device ("Trade Waste Device"), and such items are located in or under, or connected to, the Premises, the Licensee must promptly repair and keep said device(s) in proper working order, clean and free from blockage.

32.1.3 Where the Premises are not connected to a Trade Waste Device, and the Licensee's use requires such a connection, at the Licensee's cost and subject to the prior written approval of the Licensor, the Licensee must promptly install that device.

32.2 Cleaning, maintenance and record-keeping

32.2.1 All installation, cleaning, repairs, maintenance and record-keeping involving Trade Waste Devices must be carried out:

(a) Subject to the Licensor's prior written approval including such conditions as the Licensor may impose on that approval;
(b) promptly and in a professional manner by suitably qualified, licensed tradespersons using high quality materials;

(c) with the consent or approval of any statutory authority as may be required to carry out the work and the conditions of approval are observed;

(d) In accordance with guidelines issued by the Water Authority.

32.2.2 The Licensee must keep a record of installation, cleaning and maintenance of Trade Waste Devices in accordance with guidelines issued by the Water Authority and make those records available for inspection by the Water Authority and the Licenser when requested.
EXECUTED AS AN AGREEMENT

SIGNED
for and on behalf of Australian National University ABN (52 234 063 906) by an authorised officer in the presence of:

(Signature of witness)

(Signature of authorised officer)

Nicole Middleton
(Printed name of authorised officer)

14.12.20
(Date)

SIGNED
for and on behalf of Canberra Environment Centre ABN (33 672 938 987)

(Signature of witness)

(Signature of Director)

Ryan Lungu
(Printed name of Director)

12/12/19 25/2/20
(Date)

(Signature of Director/Secretary)

(Printed name of Director/Secretary)

Date

(Printed name of witness)

(Printed name of witness)

(Printed name of witness)
Schedule 2  
Copy of Signed Disclosure Statement
Hi Ainsley

Thanks again for taking the time to meet earlier this week and for a productive conversation.

I attached the correspondence that we’ve been able to find (so far) that relates to the ANU having an obligation to provide, in perpetuity, for those NGOs that were previously accommodated at the ROCKS location. The Conservation Council Board has agreed we can share these letters judiciously. I am sharing them with you to assist you in finding documentation from the ANU around the agreement between the ACT Government and the ANU. Please do not share them widely or for any other purpose.

As I mentioned, we’re also looking to find this agreement from the ACT Government side. When that search is complete, I will share what we have found.

Have a lovely weekend!

Warmest

Mia

Mia Swainson (she/her)
Facilitator, Strategist and Executive Coach
M: 0430 203 668  |  E: mia@miaswainson.com.au  |  W: miaswainson.com.au

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Helen Oakey
Executive Director

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Helen Oakey
Executive Director

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We acknowledge the traditional custodians of the land on which we live and work, and their deep and continuing connection to Country. We pay our respects to Elders past, present and emerging.
Dear Sylvia

Please see my letter regarding the Canberra Environment Centre’s lease arrangements attached. I look forward to your reply and to working with you and the team to resolve our arrangement in the coming weeks. You are very welcome to call in the coming days if you would prefer to discuss these matters by phone or arrange a meeting.

I’m overseas from 22 September – 10 October 2022, in this time please correspond with Fiona Veikkanen, the Canberra Environment Centre’s a/g Executive Director and Melanie Gibbons, our Vice President.

Warmest

Mia

Mia Swainson (she/her)
President, Canberra Environment Centre
P: 0430 203 668

I work and play on the lands of the Ngunnawal people. I pay my respects to their elders past, present and emerging.
Hi Fiona,

I have received your daily emails, phone calls, and Mia’s recent escalation this morning.

As discussed in my previous email, I am currently investigating the claim for a right to Lease in perpetuity. This matter is not straightforward, and I am conducting appropriate due diligence to ensure the most appropriate outcome.

Until otherwise advised, I confirm that the Licence Agreement with Canberra Environment Centre, including the Recyclery, expires on 31 September 2022. This date has been set since the establishment of the Licence Agreement in 2011. Whilst the University has provided advance notice of its intent not to offer a Licence renewal upon natural expiry, this is not required of the University as the Licensee.

Further to this, I have been able to secure a temporary and conditional Licence extension of 31 December 2022, at the latest, and all terms and conditions of the Licence remain intact.

The Canberra Environmental Centre graciously accepted the extension of the Licence through to 31 December 2022 and has committed to the Make Good and vacation requirement by this date. As previously provided, I would expect this advice to be sufficient for relocation timelines and would be relayed to your applicable stakeholders.

As you have escalated this matter, additional reporting is now required as we managed this internally. This will further impact my ability to respond to you with my findings and resolution. This resulted in the discussions of possible further Licences extensions being suspended.

As mentioned above, I will come back with further clarifications when appropriate investigations have been completed.

Kind Regards

Ainsley Browne
Commercial Services Manager

Facilities and Services Division
Anthony Low Building #124
The Australian National University
Canberra ACT 2601

02 6125 8587
ainsley.browne@anu.edu.au

"Enabling academic excellence through integrated and innovative facilities and project delivery."
Good afternoon Ainsley,

It's Fiona in regard to the lease agreement between the Canberra Environment Centre and the ANU.

I really appreciate your help in ensuring a smooth transition for the CEC, and I'm keen to know if there is anything more that I can be doing to assist with the process?

In meeting with the Executive Committee of the CEC last week there was a strong emphasis on arranging a moving timeline, as we will need plenty of notice to avoid major disruptions to our programs. Do you have any updates from your end around this?

I'm also wondering if you have any suggestions for suitable sites for us to be relocated to within the ANU?

The committee and I are getting very concerned about the tight timeline between now and the current end of lease date of 31 December. Is there any way that this can be extended again?

Looking forward to hearing from you very soon.

Kind regards,

Fiona

--
Fiona Veikkanen  
(Acting) Director

Canberra Environment Centre  
Opening hours: Tuesday-Friday 10-5pm

Cnr Lennox Crossing and Lawson Crescent, Acton Peninsula  
02 6248 0885  
www.canberraenvironment.org

I acknowledge the traditional owners of the land where I live and work, the Ngunnawal and Ngambri people.