

**LICENCE TO OCCUPY
L [insert no] – [insert location]**

PARTIES

**PUBLIC TRANSPORT AUTHORITY
OF WESTERN AUSTRALIA
(Licensor)**

**[Insert name of licensee]
(Licensee)**

tottlepartners

LAWYERS

Level 40, 108 St Georges Terrace
Perth WA 6000

Tel: (08) 9217 6700 Fax: (08) 9217 6710

Ref: GCT:

07/09/2021

Schedule

Item 1 **Licensor**

PUBLIC TRANSPORT AUTHORITY OF WESTERN AUSTRALIA (ABN 61 850 109 576) of PO Box 8125, Perth Business Centre, Perth, Western Australia, 6849 (**PTA**)

Item 2 **Licensee**

[Name of Licensee] of **[address]** (**Licensee**)

Item 3 **Grant of Licence to Occupy**

PTA grants a licence to the Licensee and the Licensee takes a licence of the Licensed Area on the terms set out in this Licence.

Item 4 **Licensed Area**

The Licensed Area the subject of this Licence is located in the rail reserve at **[location]** and known as **[street address, if known]** as identified on plan number **[number]**.

The Licensed Area is shown **[hachured/stippled/coloured (insert colour) – delete what is not applicable]** on the plan attached to this Licence and is approximately **insert area** m2.

The Licensed Area includes any PTA's Property situated in the Licensed Area.

The PTA's Property includes the following specific items:

[state NIL or specify items of PTA's Property comprised in this Licence]

Item 5 **Term**

The term is [] [days/months/years] commencing on [] and ending on []

Item 6 **Licence fee**

The licence fee payable by the Licensee for this Licence is \$1.00 each year payable if and when demanded.

Item 7 **Outgoings**

The Licensee must pay to the relevant supplier or Authority or as otherwise directed by the PTA before they become overdue:

- all charges for services (including but not limited to electricity, gas water and sewerage and telephone and communication services) used by the Licensee in connection with the Licensed Area;

- any rates and taxes and similar charges and assessments levied in respect of the Licensed Area or the Licensee's use or occupation of the Licensed Area; and
- management and administration fees reasonably charged by the PTA in respect of this Licence,

as invoiced to the Licensee by the PTA. In the case of any amounts which are levied on other land as well as the Licensed Area, the Licensee must pay reasonable proportion of such charges, rates, and taxes relevant to the Licensed Area as reasonably determined by the PTA.

Item 8 Permitted Use

The Licensed Area may only be used for [description] subject to the Licensee obtaining all relevant written approvals from all Authorities for the use of the Licensed Area for this purpose.

Item 9 Insurance Requirements

The Licensee must take out the following insurances:

- (1) public risk insurance for an amount not less than \$20,000,000.
- (2) insurance for all buildings, structures and improvements comprised in the Licensed Area and all the PTA's Property to their full insurable value on a replacement or reinstatement basis against those risks which the PTA may reasonably require.
- (3) insurance for all Licensee's Property to its full insurable value on a replacement or reinstatement basis against those risks which the PTA may reasonably require.
- (4) employer's indemnity insurance against any liability under common law or statute to pay damages to an employee.

Without limiting clause 5 of the General Licence Terms the Licensee must no later than:

- (1) the Commencement Date; and
- (2) each anniversary of the renewal date as specified in the relevant insurance policy,

provide the PTA with a certificate of currency issued by the insurer and noting the interests of the PTA to confirm that each required policy of insurance has been taken out and is current as required by this Licence.

Item 10 Licensee's Obligations

The Licensee covenants with the PTA to comply with the Licensee's Obligations.

Item 11 **PTA's General Licence Terms**

The PTA General Licence Terms in the form attached to this Licence are incorporated in this Licence.

Item 12 **Defined Terms**

Words defined in the PTA General Licence Terms have the same meaning when used in this Licence and are shown with an initial capital letter.

Item 13 **Additional Terms**

The additional terms attached to this Licence are incorporated in this Licence.

DRAFT

Dated

2021

EXECUTED as a deed.

Signed for and on behalf of the **PUBLIC**)
TRANSPORT AUTHORITY OF)
WESTERN AUSTRALIA by)

)
)
)
)
)
an officer of the Authority duly)
authorised by the Authority pursuant to)
section 51(5) of the *Public Transport*)
Authority Act 2003 for that purpose in)
the presence of:)

.....
Signature of Duly Authorised Officer

.....
Name (Please Print)

.....
Position held

.....
Witness (signature)

.....
Name (Please Print)

.....
Address

.....
Occupation

[PROVISION FOR SIGNING BY LICENSEE]

Plan

DRAFT

Additional Terms

1 Lights

The Licensee is to ensure that there is not at any time any light (white or coloured) on the Licensed Area in a position where it can affect any person on a train or other railway vehicle.

2 Plants and Trees

The Licensee is not to plant or allow any other person to plant a tree or shrub within the Licensed Area which is closer than 5 metres to any level crossing or which is within any area shown hatched black on the plan attached to the Licence as an area where trees or shrubs cannot be planted. The Licensee must maintain (including trimming and lopping) all plants and trees within the Licensed Area.

3 Licensee's Property and the PTA's Property

The Licensee is to ensure that at all times all items of Licensee's Property and the PTA's Property in the Licensed Area are:

- (1) kept in a good state of repair and well maintained;
- (2) properly painted or treated; and
- (3) otherwise kept in a presentable and tidy condition.

4 Stock

The Licensee is to ensure that at all times no stock or other animals stray on to the Licensed Area or through the Licensed Area on to other property owned by the PTA.

5 No building, stacking or obstruction of views

The Licensee is to ensure that at all times:

- (1) no building or other structure is constructed or allowed to remain; and
- (2) no property is stacked or otherwise stored; and
- (3) no other item of property is installed, positioned or located,

on any part of the Licensed Area if the result is to obstruct the view of any person driving a train or other railway vehicle.

6 Drainage System

If required by the PTA or any other person or Authority responsible for the condition of the railway, as soon as reasonably possible after the Commencement Date the Licensee is to construct a drainage system on the Licensed Area to prevent water damage to the railway line running through or near the Licensed Area. The Licensee is

to construct the drainage system in accordance with the design and specifications stipulated by the PTA. The cost of the drainage system, including the cost of complying with the PTA's reasonable directions, is to be paid by the Licensee. The Licensee is to properly maintain the drainage system after it is constructed and if it is damaged the Licensee is to repair the damage as soon as reasonably possible.

7 Firebreaks

The Licensee is to provide firebreaks to comply with the requirements of any Authority and all laws, including by-laws and regulations.

8 Telephone Pole

The Licensee is to do everything reasonably possible to prevent damage occurring to any telephone pole and associated equipment including aerial lines belonging to the PTA and located on or near the Licensed Area.

9 Telecommunications Cable

The Licensee is not to interfere with or disturb any telecommunications cable on the Licensed Area and is to prevent any other person interfering with or disturbing any such telecommunications cable.

10 Fences

If required by the PTA, the Licensee is to erect and maintain fences on the Licensed Area to the satisfaction of the PTA.

11 Environmental Obligations

11.1 Definitions

In this clause:

- (1) **Authorisation** includes a consent, declaration, authorisation, registration, agreement, certificate, permission, licence, approval, authority or exemption from, by or with a Government Agency, including any renewal or amendment;
- (2) **Contamination** means the presence of a substance in, on or under water or land at a concentration above the concentration at which the substance is normally present in the same locality, being a concentration that presents, or has the potential to present, a risk of harm to human health, the Environment or any Environmental Aspect;
- (3) **Environment** has the same meaning as that term is defined in the *Environmental Protection Act 1986 (Western Australia)* (as amended);
- (4) **Environmental Aspect** means in respect of any area:
 - (a) each interaction of any activity on the area or of the area itself within the Environment;
 - (b) each of the following aspects of that area;

- (c) heritage items on the land within the area or heritage values or significance of the area or anything on it;
 - (i) the flora and fauna in the area including threatened species, populations or ecological communities or their habitats in the area;
 - (ii) critical habitat in the area;
 - (iii) the propensity of the area to be affected by natural disasters such as bushfires, flooding or geotechnical characteristics of the area or any structures on it; and
 - (d) the zoning or permissible uses of the area.
- (5) **Environmental Expert** means a reputable person who is suitably qualified and experienced in identifying and remediating Contamination, Pollution and Environmental Harm;
- (6) **Environmental Harm** means any serious or material harm, damage or detriment to the Environment or an Environmental Aspect which is not Pollution or Contamination;
- (7) **Environmental Law** means any law relating to any aspect of the Environment or health or having as its objective the protection or enhancement of the Environment or any Environmental Aspect;
- (8) **Environmental Notice** means any notice, direction, order, demand or other requirement to take any action or refrain from taking any action from any Government Agency, whether written, oral or otherwise and in connection with any Environmental Law;
- (9) **Government Agency** means:
 - (a) a government or government department or other government body;
 - (b) governmental, semi-governmental, or judicial person, entity or authority; or
 - (c) a person (whether autonomous or not) who is charged with the administration of any law.
- (10) **Pollution** means any unauthorised alteration of the Environment or an Environmental Aspect to its detriment or degradation which involves the release of any substance, the discharge of waste, an emission of noise, odour or electromagnetic radiation or the transmission of electromagnetic radiation;
- (11) **Relevant Land** means the Licensed Area and the Surrounding Land;
- (12) **Remediation Date** means the earlier of:
 - (a) the date on which the Licensee assigns this Licence;

- (b) the date on which the Term of this Licence expires; or
 - (c) 60 days after this Licence is terminated.
- (13) **Remedial Work** means any work to restore land affected by Contamination, Pollution or Environmental Harm, including to:
- (a) remove, destroy or reduce;
 - (b) dispose of or disperse;
 - (c) contain or encapsulate;
 - (d) treat;
 - (e) manage (including restrict or prohibit access to or use of the affected land); or
 - (f) abate or control,
- any Contamination, Pollution or Environmental Harm and to remove or minimise any risk or potential risk it presents to human health, the Environment or any Environmental Aspect;
- (14) **Surrounding Land** means any land adjacent to or in the vicinity of the Licensed Area.

11.2 Licensee's obligations

The Licensee must:

- (1) obtain any Authorisation required for the Permitted Use, before that use is undertaken and must keep all such Authorisations in full force and effect throughout the Term;
- (2) use the Licensed Area in a manner which complies with each Environmental Law and each Authorisation held by the Licensee in accordance with paragraph (1) and any other Authorisation provided to the Licensee by the PTA;
- (3) not do or omit to do any act which might directly or indirectly result in the revocation, suspension or modification of:
 - (a) an Authorisation relating to:
 - (i) the Licensed Area; or
 - (ii) any conduct or activity relating to the Permitted Use, or
 - (b) any Authorisation from time to time relating to the Relevant Land when a copy of such Authorisation is provided by the PTA to the Licensee;
- (4) not cause or allow Pollution, Contamination, or Environmental Harm to occur in, on or under the Relevant Land and if any of those do occur the Licensee must

minimise and remediate any resultant damage and harm to the reasonable satisfaction of the PTA;

- (5) notify the PTA immediately on becoming aware of:
 - (a) the existence of any Contamination affecting the Relevant Land;
 - (b) any Pollution affecting the Relevant Land;
 - (c) the making of a complaint to any person, including but not limited to, the Licensee or the commencement of proceedings against the Licensee relating to an alleged failure by the Licensee to comply with an obligation under an Environmental Law or Authorisation; or
 - (d) an Environmental Notice being served on the Licensee or any other person which relates to or arises from the Licensee's use of the Licensed Area;
- (6) at the Licensee's cost, comply with every Environmental Notice issued in respect of, arising from or relating to, the Licensee's use of the Licensed Area, whether the notice is served on the PTA or the Licensee;
- (7) provide to the PTA on demand, copies of all Authorisations relating to the Licensee's use of the Licensed Area.

11.3 No representation or warranty in respect of Contamination, Pollution or Environmental Harm

The PTA makes no warranties or representations concerning the existence or non-existence of Contamination, Pollution or Environmental Harm on the Relevant Land. The Licensee relies on its own investigations concerning the existence or non-existence of Contamination, Pollution or Environmental Harm on the Relevant Land.

11.4 Licensee to Remediate at end of Term

- (1) If the Licensee does not comply with clause 11.2, the Licensee must, at its cost, perform any necessary Remedial Work in relation to the Relevant Land by the Remediation Date.
- (2) The PTA may direct the Licensee to, at the Licensee's expense, engage an Environmental Expert to certify that the Licensee has completed the Remedial Work in accordance with paragraph (1).
- (3) If the PTA terminates this Licence, or the Licensee fails to comply with this clause 11.4, the PTA may engage an Environmental Expert to do those things outlined in this clause 11.4 at the Licensee's expense and the Licensee indemnifies the PTA against all costs incurred by the PTA under this paragraph (3).
- (4) The Licensee's obligations in this clause 11.4 survive termination of this Licence.

- (5) To the extent that the Licensee's obligation under this Licence is to perform Remedial Work that the PTA or another person would otherwise be responsible for under any Environmental Law, the Licensee must do everything necessary to transfer that responsibility from the PTA or that other person to the Licensee in accordance with any Environmental Law.

11.5 Environmental Release

The Licensee releases the PTA from all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on or under the Relevant Land at any time.

12 Termination before end of Term

12.1 Notice of Termination

Notwithstanding any other provision of this Licence if a party wants to terminate this Licence before the end of the Term for any reason, that party may terminate this Licence by giving the other party written notice. The termination is to take effect on the date specified in the notice. That date must be at least 6 months after the notice is given unless the other party agrees to a shorter period. If no date is specified in the notice, the termination is to take effect 6 months after the notice is given.

12.2 On termination

On the termination date, this Licence will terminate and the Licensee, and any sub-Licensee or occupier of the Licensed Area, is to give up vacant possession of the Licensed Area to the PTA.

12.3 Liability for payment and obligations

The Licensee remains liable for the payment of all money due under this Licence and to comply with its other obligations under this Licence until the termination date, and in the case of obligations which are expressed to survive the termination of this Licence, until they have been met.

13 Increase in Licence fee on Change in Use

If at any time the Licensee requests the PTA to allow the Licensee to change the Permitted Use, the PTA may, as a condition of agreeing to that request, require that the Licence fee be increased from a date (after the Licensee's request) stipulated by the PTA and that this Licence be otherwise varied in the manner required by the PTA. The Licensee is responsible for and must pay the PTA's reasonable costs incurred as a result of any change of the Permitted Use and anything required under this clause.

14 Access

14.1 Access Location

If any part of the land owned by the PTA and adjoining the Licensed Area is shown on the plan attached to the Licence as available for the purpose of access to and from the Licensed Area, the Licensee may use that part, subject to this clause 14. The Licensee

may not use that land for any other purpose. The Licensee is to ensure that no vehicles are parked on that land and that it is not obstructed in any way by the Licensee's Employees, Agents and Visitors.

14.2 **Compliance with directions**

The Licensee is to promptly comply with directions given by the PTA concerning the use of the land referred to in this clause for access purposes.

14.3 **Application of indemnity**

Every indemnity given by the Licensee in the Licence and the provisions of the Licence imposing obligations on the Licensee to maintain insurance apply to the land used by the Licensee for access purposes as if that land forms part of the Licensed Area.

14.4 **Non-Liability**

The PTA is not liable to the Licensee in any way if the Licensee is not able to use the land referred to in this clause for access purposes, except if the Licensee is prevented from using the land without lawful reason by the PTA or by an employee or agent or other person under the control of the PTA.

15 **Access to Services**

The Licensee is to allow any Authority (including its employees, contractors, agents, consultants or other authorised representatives) access to any Services on the Licensed Area for any purpose lawfully required by the Authority.

16 **Redecoration**

The Licensee is to redecorate the interior of any building on the Licensed Area to the reasonable satisfaction of the PTA at least once in every period of [period] years from the Commencement Date. Redecoration of the building includes replacing floor coverings, wall coverings (including wall tiles) curtains, blinds, lights and other furnishings which are worn or damaged, repainting all surfaces previously repainted with at least 2 coats of high quality paint in colours approved by the PTA and otherwise treating all surfaces in the manner previously treated.

17 **Goods and Services Tax**

17.1 **Definitions**

Unless otherwise stated, in this clause:

GST means a tax levied on the value of a good or service or property supplied, including but not limited to the value represented by the Licence fee and Outgoings or other money payable to the PTA for goods or services or property.

Supply means a good or service or property supplied under this Licence, including but not limited to the Licensed Area, and other goods or services or property the cost of which comprises part of the Outgoings.

17.2 Licensee must pay GST

The Licensee must pay to the PTA the amount of any GST the PTA pays or is liable to pay on a Supply.

17.3 Licensee must pay GST at same time

The Licensee must pay to the PTA the amount of the GST that the Licensee is liable to pay at the same time and in the same manner as the Licensee is obliged to pay for that Supply, including in relation to Licence fee, Operating Expenses and Rates and Taxes, at the time the Licensee is obliged to pay those amounts.

17.4 Prices do not include GST

The price for each Supply, including Licence fee, fixed or determined under this Licence does not include GST on that Supply and the Licensee must pay the amount of GST in addition to the price for that Supply fixed or determined under this Licence.

17.5 Apportionment of GST

Where a Supply is not separately supplied to the Licensee, the liability of the Licensee for any amount for GST in relation to that Supply is determined on the same basis as the Licensee's Contribution to Operating Expenses is determined.

17.6 Statement of GST paid is conclusive

A written statement given to the Licensee by the PTA of the amount of GST that the Supplier pays or is liable to pay is conclusive as between the parties except in the case of an obvious error.

18 Electrical Work

18.1 Landlord's consent

The Licensee must not carry out any electrical work in or upon the Licensed Area without the prior written consent of the PTA, such consent not to be unreasonably withheld.

18.2 Licensed Electrical contractor

The Licensee must ensure that any electrical work carried out in or on the Licensed Area:

- (1) is performed by an electrical contractor who is duly qualified and licensed as required by all relevant acts, regulations and by-laws; and
- (2) complies with all requirements of any statute (State or Federal) regulation or by-law relating to the work and is carried out in accordance with best industry practice.

19 Holding over

If the Licensee continues to occupy the Licensed Area after the end of the Term with the consent of the PTA:

- (1) the Licensee is a monthly Licensee of the Licensed Area: and
- (2) the monthly licence may be terminated by either party giving to the other at least 1 month's notice which may expire on any day; and
- (3) all the provisions of this Licence apply to the monthly tenancy except any option to extend the Term.

20 Graffiti

The Licensee must remove all graffiti appearing on the Licensed Area after the Licensee becomes aware of it, or is made aware of it by the PTA, within the following periods:

- (1) in the case of offensive or obscene graffiti – 1 hour;
- (2) in the case of other graffiti – 24 hours.

PTA General Licence Terms

These terms may be incorporated in any licence granted by the PTA.

Words which are defined at the end of these the PTA General Licence Terms have an initial capital letter.

1 Term

1.1 Term Specified in the Schedule

The Licence is granted for the Term specified in Item 5 of the Schedule, subject to clause 1.2.

1.2 Immediate Termination by the PTA

Without limitation, the PTA may terminate the Licence by notice to the Licensee at any time that:

- (1) the PTA determines in the PTA's discretion that the Licensed Area is required for the provision of services or other use or uses for the benefit of the general public; or
- (2) the Licensee does not comply with the Licensee's Obligations in the Licence.

1.3 No compensation

No compensation is payable by the PTA to the Licensee if the PTA terminates the Licence under clause 1.2.

2 Licence fee and Outgoings

The Licensee is to pay the Licence fee and the Outgoings to the PTA as specified in the Schedule.

3 Assignment and sub-letting

3.1 No interest to be created without consent

The Licensee must not assign, transfer, sub-licence or otherwise part with or give any person any right or interest in the Licence or the Licensed Area or allow any person to use or occupy the Licensed Area without the PTA's consent in writing, and then only subject to any conditions on which consent is given.

3.2 Requirements

If the PTA consents to a proposed assignment or sub-licence, then the Licensee is to, before the proposed date of change in possession deliver to the PTA a deed executed by the proposed assignee or sub-licensee in a form prepared by or approved by the PTA, by which the proposed assignee or sub-licensee agrees to be bound by the Licence from the date that the assignment or sub-licence takes effect.

If the Licensee is a corporation the shares in which are not quoted on the Australian Stock Exchange, any change in ownership or control of the shares is deemed to be an assignment of the Licence and clause 3.1 applies accordingly.

3.3 Exclusion of statutory provisions

The provisions of sections 80 and 82 of the Property Law Act 1969 do not apply to the Licence.

3.4 Costs and expenses

The Licensee is to pay to the PTA on demand all fees and expenses incurred by the PTA in connection with a proposed assignment or sub-licence.

4 Use of Licensed Area

4.1 Permitted Use

The Licensee must use the Licensed Area only for the Permitted Use and the Licensee must not use the Licensed Area for any other purpose unless the PTA consents.

4.2 Licensee's own enquiries

The Licensee acknowledges that it has relied on its own enquiries as to how the Licensed Area may be used and not on any representation from the PTA.

4.3 Approval for Use

The Licensee must obtain all approvals required from all Authorities for the Permitted Use and if requested must give a copy of any such approval to the PTA.

4.4 No Warranty by the PTA

The PTA does not warrant that the Licensed Area is suitable for any purpose for which the Licensee intends to use it. To the extent permitted by law, any warranty in relation to the Licensed Area which is implied by law is excluded and does not apply to the Licence.

5 Insurances

In respect of insurances required by the Licence, the Licensee must:

- (1) give the PTA a certificate of currency whenever requested by the PTA;
- (2) pay each premium before the due date; and
- (3) give notice to the PTA immediately if an event occurs which may give rise to a claim under any of the insurances or which could adversely affect any of them or if any insurance is cancelled.

Without limitation, if the Licensee does not comply with the obligation to take out and maintain any insurance required by the Licence, the PTA may take out and maintain

that insurance and the Licensee must pay all costs incurred by the PTA in doing so on demand.

6 Indemnity

6.1 By the Licensee

The Licensee indemnifies the PTA against any cost, expense, loss or other liability resulting from:

- (1) any loss or damage to the Licensed Area or other property; or
- (2) the death of or injury to or illness of any person,

caused by:

- (3) any act, negligence or default of the Licensee or the Licensee's Employees, Agents and Visitors; or
- (4) any danger created by the Licensee or the Licensee's Employees, Agents and Visitors.

6.2 PTA not liable

The PTA is not liable for any cost, expense, loss or other liability resulting from any accident, loss of life, injury, damage, malfunction or other event in or affecting the Licensed Area unless caused by the negligence of the PTA or any employee or agent of the PTA.

7 Compliance with laws and requirements

The Licensee must comply with all requirements of any Authority and all laws in connection with the Licensed Area, the Licensee's Property and the Licensee's Activities.

8 Maintenance, repair and alteration

8.1 Maintenance and repair

The Licensee must at all times:

- (1) keep and maintain the Licensed Area in a clean and tidy condition and promptly remove any rubbish or waste;
- (2) maintain all authorised signs in or attached to the Licensed Area in good condition;
- (3) maintain any drains and pipes on the Licensed Area in a clean and free flowing condition; and
- (4) keep the Licensee's Property in good repair and condition.

8.2 No interference with Services

The Licensee must not modify or interfere with the Services serving the Licensed Area or any equipment connected to those Services.

8.3 Alterations to the Licensed Area

The Licensee must not make any alteration or addition to the Licensed Area unless the PTA consents.

8.4 Damage to the Licensed Area

The Licensee must not cause or allow damage to the Licensed Area.

8.5 Building work

In carrying out its obligations to maintain the Licensed Area in good condition and to redecorate and if making any alterations or additions to the Licensed Area the Licensee must:

- (1) before carrying out any building work, obtain the PTA's approval to the plans and specifications for the work;
- (2) (if the PTA consents) comply with any conditions of consent and also comply with the requirements of any Authority and all laws and standards which apply to the work at the time the work is carried out; and
- (3) carry out the work in a safe and proper manner.

9 Licensee's general obligations

9.1 Positive obligations

The Licensee must:

- (1) carry out all Licensee's Activities in the Licensed Area in a safe and proper manner;
- (2) install and maintain in safe working order residual current free devices to all fixed electricity supply sockets in the Licensed Area which may be used for portable or hand held electrical equipment in accordance with the Occupational Safety and Health Regulations 1996;
- (3) immediately comply with the PTA's directions for the purpose of protecting property or persons in the Licensed Area;

9.2 Negative obligations

In connection with the Licensed Area, the Licensee must not:

- (1) do anything which is offensive or a nuisance;
- (2) interfere with or obstruct access to the Services;

- (3) use facilities in or near the Licensed Area, including the toilets and drains, for any improper purpose;
- (4) put up any signs, notices or advertisements without the PTA's consent.

10 PTA's Entry Rights

The PTA may at any reasonable time and without the need for prior notice enter the Licensed Area with or without workmen, plant, equipment and materials to:

- (1) inspect the state of repair of the Licensed Area;
- (2) verify that the Licensee is complying with the Licensee's Obligations;
- (3) maintain, repair or alter the Licensed Area or the Services;
- (4) carry out structural alterations or other works to the Licensed Area required by the PTA or an Authority; and
- (5) remove harmful substances.

11 Termination for Default

If at any time:

- (1) any money payable by the Licensee remains unpaid for 14 days after becoming due; or
- (2) the Licensee is in breach of any other Licensee's Obligation for more than 14 days after notice has been given to the Licensee of the breach;
- (3) a judgment, order or an encumbrance is enforced, or becomes enforceable against the Licensee's interest in the Licence or the Licensee's Property; or
- (4) an Insolvency Event occurs in respect of the Licensee,
- (5) the Licensee abandons the Licensed Area or otherwise repudiates the Licence,

the PTA may terminate the Licence by re-entering the Licensed Area without notice or by notice to the Licensee.

12 Licensee's Obligations on termination

12.1 Licensee to vacate

Immediately on the termination of the Licence for any reason, the Licensee must vacate the Licensed Area, remove the Licensee's Property and make good to the satisfaction of the PTA any damage caused by that removal.

12.2 Non-removal

The obligation to remove the Licensee's Property in clause 12.1 does not apply to any buildings, improvements or other fixtures which the PTA requires, by notice to the Licensee, not to be removed.

12.3 Removal of Licensee's Property

If the Licensee does not comply with clause 12.1, the PTA may remove the Licensee's Property from the Licensed Area and dispose of it in any manner.

13 Costs, expenses, duties and fees

The Licensee must pay or reimburse the PTA on demand for all the PTA's costs and expenses, including legal costs and expenses and consultants and agents fees, in relation to the preparation of the Licence.

14 Interpretation

14.1 Definitions

In these PTA General Licence Terms and in the Licence:

- (1) **Authority** means any governmental or other public body, local authority or other authority of any kind.
- (2) **Commencement Date** means the commencement date of the Term stated in the Licence.
- (3) **Insolvency Event** means the happening of any of the following events in relation to the Licensee:
 - (a) an application is made to a court for it to be wound up or for the appointment of a provisional liquidator;
 - (b) it becomes an externally-administered body corporate (within the meaning of the Corporations Act 2001);
 - (c) the appointment of a controller, as defined by the Corporations Act 2001, in respect of any of its assets;
 - (d) it is wound up or dissolved;
 - (e) it proposes to enter into or enters into any form of arrangement (formal or informal) with its creditors or any of them;
 - (f) it is, or is deemed to be or is presumed by law to be insolvent or unable to pay its debts; or
 - (g) it becomes an insolvent under administration as defined in section 9 of the *Corporations Act 2001*.

- (4) **Licence** means any licence which incorporates these PTA General Licence Terms.
- (5) **Licensed Area** has the meaning given in Item 4 of the Schedule.
- (6) **Outgoings** means the outgoings referred to in Item 7 of the Schedule.
- (7) **Permitted Use** means the use of the Licensed Area stated in the Licence.
- (8) **PTA's Property** means all the plant and equipment, fixtures, fittings, furniture including curtains, blinds and lights in or fixed to the Licensed Area that are not the Licensee's Property, including any items specified in the Schedule.
- (9) **Licence fee** means the annual licence fee stated in the Licence.
- (10) **Services** means services running through or servicing the Licensed Area including air conditioning equipment, power, water, sewerage, drainage, gas, telecommunications and fire sprinkler system.
- (11) **Licensee** means the person stated in the Licence as the Licensee including successors and any assignee or sub-Licensee.
- (12) **Licensee's Activities** any activities of the Licensee in connection with the Licensed Area.
- (13) **Licensee's Employees, Agents and Visitors** means each of the Licensee's employees, agents, contractors, service suppliers, sub-lessees, licensees, other visitors, and any other person who at any time is on the Licensed Area with the consent of the Licensee.
- (14) **Licensee's Obligations** means the obligations of the Licensee in the Licence.
- (15) **Licensee's Property** means any buildings, improvements, other fixtures, and any plant or equipment, fittings, furniture and furnishings or other property which the Licensee constructs on or installs in or fixes to the Licensed Area or brings on to the Licensed Area.
- (16) **Schedule** means the Schedule in the Licence.
- (17) **Term** means the term specified in the Licence.

14.2 Interpretation Rules

In these PTA General Licence Terms and the Licence, unless otherwise stated:

- (1) a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the date of the Licence;
- (2) the singular includes the plural and vice versa;
- (3) the word person includes a firm, a body corporate, an unincorporated association or an Authority;

- (4) an obligation, representation or warranty on the part of two or more persons binds them jointly and severally;
- (5) where a period of time is expressed to be calculated from or after a specified day, that day is included in the period, and
- (6) a reference to a month is to a calendar month;
- (7) where the word 'including' or 'include' is used, it is to be taken to be followed, where the context permits, by the words: 'but not limited to'; and
- (8) a reference to the PTA includes any person authorised by the PTA to represent the PTA in connection with the Licence.

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