

**Byron Creative
Centennial Circuit Byron Bay**

LICENCE AGREEMENT

This Licence made this day.....is between

BETC Employment & Training (BETC) (The Licensor)

And:(The Licensee)

Of.....

Trading As:

ABN:

This Licence is for use of Incubator Unit/s No of the Byron Business Village Centennial Circuit Byron Bay NSW.

The proposed use of the Unit/s is

IT IS HEREBY DECLARED that it is not the intention or desire of the BETC or the Licensee that a tenancy or any other form of exclusive possession of the premise be created by this licence.

IT IS AGREED AS FOLLOWS:

1. The Licence Fee is:

i) \$ per week (inc. GST). Payable per calendar month in advance. This amount includes a levy of \$5.50 (inc.GST) per week for marketing the Village.

Date fee commences:

Monthly fee (inc. GST):

Fees will be reviewed annually and are subject to an automatic increase in line with the Consumer Price Index, however, BETC may increase the fee at its discretion giving the Licensee one months notice.

ii) In addition a monthly electricity charge of \$ (exc. GST) per unit will be added to the Fee. This amount will be adjusted back to the actual usage every 6 months.

2. Collection of the Licence fee:

Licensees will have two payment options:

i) on invoice to pay by cheque to BETC the designated fee at the start of each calendar month; or

ii) have the amount debited directly from a nominated account at the start of each calendar month

Licensees must nominate one payment method at the time of signing this agreement.

Licensees must pay the value on the invoice generated by BETC and not another amount unless prior arrangements have been made with the BETC accounts department.

BETC initial.....

Licensee initial.....

3. SUBJECT to the provisions set out in this Agreement, BETC grants to the licensee, licence to non-exclusively use that part of the premises specified above for the nominated license fee. BETC hereby grants to the licensee, license to use the premises specified solely on the basis of licensor and licensee and that any other service, help or advice is at the sole prerogative of the licensor.

4. THE LICENCE MAY BE TERMINATED by either party giving the other one weeks written notice or by BETC immediately, if at any time the Licensee fails, neglects or refuses to immediately perform any of the conditions set out in this agreement (this includes non payment of fees or power used).

Upon any termination all rights of the licensee shall cease (but without prejudice to any fees owing) and the licensee shall immediately remove all their effects and chattels and vacate the premises leaving them clean and tidy and in original condition.

Should the Licensee fail to remove its property and vacate the premises BETC may remove and store such property at the Licensee's expense without in any way being liable for any loss or damage. And should the Licensee fail for over one month (30 days) to claim its property or pay any such storage expenses BETC may proceed to sell such property without further notice to the Licensee.

5. Fees not paid for 30 days will attract interest calculated in the following way. The Reserve Bank of Australia's Cash Rate target will be the base rate to which a further 5% per annum will be added. For example, in September 2005 the Reserve Bank Cash Rate target rate was 5.5%. To this amount a further 5% will be added making a total of 10.5% per annum BETC will charge.

5.1 BETC may waive the interest if a licensee contacts the accounts department within the 30 day period & makes arrangements to pay the arrears.

6. The Licence hereby granted is personal to the Licensee and no rights may be granted by the Licensee to any third party of sub licence. Should the Licensee go from a sole trader to a partnership or acquire a silent partner or acquire venture capital on a share basis then that additional party must co-sign the Licence Agreement.

7. The basis of this agreement is to grant to the Licensee use of the premises to develop the nominated business. The Licensee must make every effort to develop & grow the nominated business. Failure to make such effort constitutes grounds for termination of this agreement. BETC maintains the sole discretion to determine whether a Licensee has made the required effort to develop & grow the business.

8. The Licensee undertakes to develop the nominated business in the form identified in the tenancy application. If for whatever reason the nature of the business changes BETC must be notified immediately. The Licensee must obtain prior written approval of BETC for any other use of the premises.

9. The Licensee accepts the nominated Premises in their present condition as suited for the intended use of the Licensee.

10. **General Conditions of the Licence Agreement.**

During the continuance of this Licence the Licensee shall:

- a) Make every effort to develop & grow the business enterprise as defined in this agreement;

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Licensee initial.....

- b) Understand that this Licensee is for a maximum of three (3) years to allow for the establishment of the business enterprise & after this time the licence will only be renewed at the sole discretion of BETC & on terms solely at their discretion;
- c) Shall provide BETC information requested at any time relating to clause (b) above. Such information shall be treated by BETC as confidential & proprietary to the extent allowed by applicable law;
- e) Permit BETC, its servants or agents to enter the licensed unit/s and otherwise co-operate to enable BETC or its agents to inspect, clean, repair or otherwise maintain the unit/s. Any visit by BETC will be prearranged with the Licensee at a time convenient for both parties.
- f) Must inform BETC immediately if at any time a dispute arises between Licensees and agree to participate in a conflict resolution process. Failure to do either may result in termination of the Agreement;
- g) Take all necessary care of the premises & keep the internal space clean & tidy. Keep the area around the licensed unit/s clean and tidy;
- h) Pay the cost of any damage or breakage to the Premises caused by carelessness, negligence or wilful damage on the part of the Licensee or any person the Licensee allows or causes to be on the premises;
- i) Nominate a preferred method of payment & make every effort to make timely payments of the Licence Fee;
- j) Comply with statutory requirements in relation to registration of the Licensee's business;
- k) Effect Public Liability insurance cover for the licensed premises;
- l) To the fullest extent permitted by the law indemnify & keep indemnified BETC & its agents from any claim, loss or damage by the Licensee in connection with the licence or from any person the Licensee allows or causes to be on the premises including persons using the contents or services of the Licensee;
- m) To the fullest extent permitted by the law indemnify & keep indemnified BETC & its agents from any claim, loss or damage by the Licensee in connection with information &/or advice provided to the Licensee;
- n) Be liable for costs associated with security infringements and alarms where the Licensee or their representatives or clients cause the alarm or infringement;
- o) Ensure that vehicles are parked so as not to impede the access or business activities of other Licensees;
- p) Ensure that parking is restricted to the designated parking areas and that parking is restricted to one vehicle per unit and that the vehicle spaces are not used for storage or as a workspace;
- q) Not use any of the Units for residential purposes;
- r) Not use the Premises for any illegal act;

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- s) Not permit smoking inside the Units;
 - t) Not undertake commercial activity and/or storage in the common areas except with written permission from BETC ;
 - u) Not affix any placard, nameplate or other notice to any part of the premises in other than the specified places and then only if of a professional standard and with the written consent of BETC;
 - v) Not paint or in any way permanently alter or modify the walls except with written permission of BETC and then only in an approved manner and colours;
 - w) Not allow the result of any product procedure, fumes or spray to escape into another unit or public area;
 - x) Not use the unit/s for storage purposes only.
 - y) Keep the rubbish skip locked at all times except when rubbish related directly to the business is being deposited.
11. The Licensee acknowledges it has not been induced to enter into this Agreement by any collateral representation or warranty, written or oral, made by or on behalf of BETC, its servants or agents.
12. BETC retains the right to make changes to the specific area licensed where necessary for maintenance or general site development.
13. BETC shall not be responsible for any loss or damage to the Licensee's merchandise or equipment.
14. BETC shall:
- i) give the Licensee, their agents and customers access to the Premises through the Centennial Circuit entrance;
 - ii) not impede potential customers of the Licensee from accessing the area during normal business hours;
 - iii) provide the services and inclusions outlined in clause 13 below.
15. The Licence Fee includes the following:
- i) occupancy of the unit/s specified;
 - ii) use of the toilet and kitchen facilities in the building;
 - iii) use of a photocopier & fax facilities in the upstairs training room on a user pays basis;
 - iii) access to a skip for reasonable amounts of rubbish removal where refuse is related directly to the business;
 - iv) access to the premises 24 hours per day;
 - vi) after hours security patrol surveillance;
 - vii) public liability insurance coverage in public areas;
 - ix) repairs and maintenance of buildings;
 - x) access to the mentoring and associated services in the small business incubator program schedule set out in clause 14;
 - xii) a key for each unit on the understanding that at the time the Licensee vacates or the Agreement is terminated the keys must be returned or replacements paid for. For the duration of this Agreement payment for replacement keys is the responsibility of the Licensee.

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16. The Small Business Incubator Program shall provide the following services to the Licensee:

- i) advice in developing a business plan;
- ii) advice in marketing the business;
- iii) help to link the business to other support services;
- iv) on-going support and advice in furthering the Licensees business.

This Agreement between BETC and the Licensee is signed and witnessed as follows:

Signed by BETC

Name:.....

Signed by a Witness:.....

Name:.....

Date:

Signed by the Licensee.....

Name:.....

Signed by a Witness:.....

Name:.....

Date:

Or if more than one in number

Signed by Licensee.....

Name:.....

Signed by a Witness:.....

Name:.....

Date: