

Sample Occupancy Licence Clauses

Grant of Licence

Subject to this Agreement, the Licensor grants the Licensee a licence to enter and use the Licensed Area for the Permitted Use (and any Common Area in connection with the Licensee's use of the Licensed Area) during the Term.

The Licensee acknowledges and agrees that the Licensor may grant other licences for the occupation and use of other parts of the premises of which the Licensed Area forms part to another entity approved by the Licensor.

No Proprietary Interest

The Licensee agrees that the Licensee is not a tenant of the Licensor and has no proprietary interest in the Licensed Area or any Common Area.

Term

This Agreement commences on the Commencement Date and binds the Parties on and from that date; and expires at 12pm on the Termination Date (the Term).

Unless a Party has given a written Notice that the Term will end, the Licensee may continue to occupy or hold over the Licensed Area on the expiration of the Term as a licensee for a rolling 60 days period on the same terms as those contained in this Agreement.

The total Term under this Agreement including any holding over shall not exceed a period of six (6) months from the date of first occupation. Nothing in this clause shall be construed so as to extend the Term beyond six (6) months.

Fee

The Licensee must pay the Licensor the Licence Fee during the Term as nominated by the Licensor in writing.

Utilities

The Licensee must pay to the Licensor all Utilities charged to the Licensor in connection with the Licensee's use of the Licensed Area.



Licensee's Obligations

The Licensee must:

- a) make its own appraisal of the suitability of the Licensed Area for the Permitted Use;
- b) give the Licensor the current contact details (including address and telephone number) of a responsible person employed by or representing the Licensee;
- c) not do anything in or about the Licensed Area or any Common Area which is noxious, offensive, audibly or visually a nuisance or which interferes with the use of any neighbouring properties or Licensed Areas. If the Licensor determines in its reasonable opinion that any activity by the Licensee in or about the Licensed Area or any Common Area meets the criteria above, the Licensee must cease engaging in such activity upon Licensor's request;
- d) obtain any necessary Approval required under or by Law for the Permitted Use by the Licensee prior to the Licensee exercising its rights under this Agreement and must comply with and renew as required that Approval; and
- e) comply on time with all Requirements and all Laws in connection with the Licensed Area and any Common Area and the use or occupation of the Licensed Area and any Common Area.

No Representations or Warranties

The Licensee acknowledges that no promise, representation, warranty or undertaking has been given by or on behalf of the Licensor as to any Approval or how the Licensed Area may be used or in respect of the suitability of the Licensed Area for any business or activity to be carried on, at or from the Licensed Area. The Licensee is aware of all prohibitions and restrictions applying to the Licensed Area, Requirements and orders of Authorities and all Law.

Notice of Damage

The Licensee must notify the Licensor of any damage, accident to or defect in the Licensed Area that arises after the Commencement Date and any circumstance likely to cause any damage to the Licensed Area as soon as reasonably practicable upon the Licensee becoming aware.

No Alterations without Consent

The Licensee must not erect any improvements or make any material addition or material alteration to the Licensed Area without first obtaining Licensor's written consent (which may be withheld or given on conditions in the Licensor's absolute discretion) and the consent of any Authority whose approval is necessary to enable the work to be lawfully carried out. Where Licensor consent is obtained, any work carried out must be carried out by and at the Licensee's expense and to the reasonable satisfaction of the Licensor.

Licensor's Rights

The Licensor may enter the Licensed Area with all necessary workers, materials and equipment at all reasonable times and on reasonable notice (but at any time without notice in an emergency) to:

- a) view the state of the Licensed Area and to ascertain whether there has been any breach of this Agreement;
- b) carry out repairs or other works to the Licensed Area;
- c) comply with any Law affecting the Licensed Area or with any notice served by any Authority for which the Licensee is not responsible under this Agreement; or
- d) install, maintain, use, repair, alter, service and replace any services to the Licensed Area,

provided the Licensor uses its best efforts to minimise any unreasonable disruption to the Licensee's use of the Licensed Area.

Licensee's Release and Indemnity

The Licensee occupies and uses the Licensed Area at its own risk and releases to the full extent permitted by Law the Licensor from all Claims of any kind and from all liability which may arise in respect of any accident, damage or injury to any person or property occurring on the Licensed Area in connection with:

- a) the use of the Licensed Area by the Licensee; or
- b) a failure by the Licensee to comply with its obligations under this Agreement,

unless caused by the wilful act, default or negligence of the Licensor.

Upon the termination of the Licensee's right to occupy the Licensed Area the Licensee shall remove all articles, temporary fixtures, fittings and goods belonging to the Licensee. If the Licensee defaults in its removal, any item or article remaining will be deemed to be abandoned by the Licensee and the Licensor may remove and dispose of them free from all claims by the Licensee.

The Licensee indemnifies the Licensor to the extent permitted by Law from and against all Claims suffered or incurred by the Licensor arising directly or indirectly from or in connection with:

- a) any matter associated with the use of the Licensed Area or the Common Areas by the Licensee;
- b) any breach of this Agreement by the Licensee;
- c) any accident, damage or injury to property on the Licensed Area or Common Areas to the extent caused by any act or omission of the Licensee ; and
- d) any accident, damage or injury suffered by any person or the property of any person on or in the Licensed Area or Common Areas (to the extent that any accident, damage or injury is caused or contributed to by the Licensee,

unless caused by the wilful act, default or negligence of the Licensor.

Licensor's Indemnity

The Licensor indemnifies the Licensee to the fullest extent permitted by Law, from and against all Claims of any nature suffered or incurred by the Licensee arising directly or indirectly from or in connection with:

- a) any breach of this Agreement by the Licensor or persons under its control;
- b) any accident, damage or injury to property on the Licensed Area or Common Areas to the extent caused by the act or omission of the Licensor or persons under its control; or
- c) any accident, damage or injury suffered by any person or the property of any person on the Licensed Area or Common Areas to the extent caused by the Licensor or persons under its control,

unless caused by the wilful act, default or negligence of the Licensee.

Termination

Either Party may terminate this Agreement at any time during the Term by giving a written Notice to the other Party.

To remove any doubt, the right to occupy the Licensed Area shall terminate by effluxion of time six (6) months from the date of first occupation.

Insurance

During the Term the Licensee must:

- a) maintain a policy of public liability insurance for the Insured Amount and all other insurances which are required by Law in connection with its use of the Licensed Area and any Common Area under this Agreement;
- b) provide evidence to the Licensor upon its request that it has complied with its insurance obligations under this Agreement at all reasonable times; and
- c) must notify the Licensor as soon as reasonably practicable if an insurance policy required by this Agreement is cancelled or an event occurs which may allow a Claim or affect rights under that policy.

Legal expenses

Each Party must bear its own costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this Agreement including any legal costs. The Licensee will pay any stamp duty assessed on or in relation to this Agreement and any instrument or transaction required by or necessary to give effect to this Agreement.

General provisions

A provision of this Agreement can only be varied in writing by a document executed by all Parties. A notice given to a Party under this Agreement must be addressed to the address set out in this Agreement or to the address last notified by that Party to the other Party. Notices must be in writing and signed by an authorised representative of the sender. Notices are taken to have been given or made (in the case of delivery in person, by email, fax or post) when delivered to the specified address (including when left by either Party at the specified address).

Neither Party must assign, sub-licence, or otherwise deal with the Licensed Area or this Agreement without the other Party's prior written consent, which may not be unreasonably withheld or given on conditions.

The Laws applicable in Queensland govern this Agreement. The Parties submit to the exclusive jurisdiction of the courts of Queensland.