

**Owners Corporation No 1 on Plan of Subdivision PS849880F
(ABN 18 162 609 738)**

and

#[LICENSEE]

**STORAGE CAGE LICENCE
OC 849880F - Wurru Wurru Biik
215-219 Albion Street, Brunswick VIC 3056**

MADGWICKS
Lawyers
Level 33
140 William Street
MELBOURNE VIC 3000

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Email: Madgwicks@madgwicks.com.au
Ref: 057517

"Land" means the entire property at 215-219 Albion Stret, Brunswick VIC 3056

"Licence Fee" means the licence fee specified in item 7 of the schedule as varied under this Licence.

"Managing Agent" means the managing agent (if any) of the Owner appointed or determined under clause 12 from time to time.

"Outgoings" means all costs incurred by the Owner in connection with the Storage Cage.

"Permitted Use" means the use specified in item 9 of the schedule.

"Relocation Notice" means a notice from the Owner to the Licensee informing the Licensee that the licenced Storage Cage is to be substituted with an alternative cage of similar size, at the Building.

"Rights" means the rights granted by clause 2.1 of this Licence.

"Schedule" means the schedule to this Licence.

"Storage Cage" means the storage cage the Licensee has licence to use under this licence noted in item 4 of the schedule.

"Term" means the term specified in item 5 of the schedule.

1.2 Interpretation

In this Licence, unless the contrary intention appears:

- (a) a reference to this Licence includes any variation or replacement of either of them;
- (b) 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 this Licence;
- (c) the singular includes the plural and vice versa;
- (d) the word "person" includes a firm, a body corporate, an unincorporated association or an authority;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors and assigns;
- (f) an obligation, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (g) an obligation, representation or warranty on the part of two or more persons binds them jointly and severally;

- (h) a reference to a clause or the schedule is a reference to a clause or the schedule in this Licence;
- (i) a reference to a month is a reference to a calendar month; and
- (j) where in this Licence, the word "including" or "include" is used, it is to be taken to be followed immediately by the words "but not limited to" or "but are not limited to", as the case requires.

2. GRANT OF LICENCE

2.1 Grant of Licence

While the Licensee remains the registered proprietor of the Apartment Lot and subject to the Licensee complying with the obligations of this Licence, the Owner grants to the Licensee on the terms of this Licence the non-exclusive rights to use during the Term:

- (a) the Storage Cage, for the Permitted Use; and
- (b) in common with others, those parts of the Common Property necessary for the purpose of access into and out of the Storage Cage.

2.2 Location of Storage Cage

- (a) The Owner may change at any time the location of the Storage Cage allocated to the Licensee, subject to giving a Relocation Notice with not less than thirty (30) days notice to the Licensee.
- (b) If the Owner serves a Relocation Notice on the Licensee then the Licensee must:
 - (i) Remove all of its property from the Storage Cage; and
 - (ii) Deliver the Storage Cage to the Owner,

On or before the date which is thirty (30) days after the Owner serves the Relocation Notice on the Licensee (**Effective Date**).

- (c) The Storage Cage will be deemed varied to the new Storage Cage under this Licence on and from the Effective Date.
- (d) The Licence Fee will be adjusted in accordance with the relevant size of the new Storage Cage.
- (e) The Licensee may not make any claim against the Owner as a consequence of the Owner giving the Relocation Notice.

2.3 Access

Subject to the Licensee observing the terms of this Licence, the Owner will use its best endeavours to provide the Licensee with unimpeded access to the Storage Cage at all times during the Term.

2.4 Access by the Owner

The Owner may:

- (a) Inspect the condition of the Storage Cage at any time;
- (b) Rectify any default by the Licensee under the Licence; and
- (c) Access or close access to, the Storage Cage or the Common Property used to access the Storage Cage at any time by notice to the Licensee, and in the event of an emergency without notice to the Licensee.

3. LICENCE FEE & OUTGOINGS

3.1 Payment of Licence Fee

- (a) The Licensee must pay the Licence Fee to the Owner, without any deduction or right of set-off, by quarterly instalments (pro-rata for any period less than one quarter) specified in item 7 of the schedule in advance on the Commencement Date and subsequently on the first day of each quarter; and
- (b) Pay the Licence Fee in the manner specified by the Owner from time to time.

3.2 Pro-Rata Adjustment of Licence Fee

The Licence Fee payable for part of a quarter is $\frac{1}{365}$ th of the Licence Fee multiplied by the number of days in that part of the quarter.

3.3 Interest in late payments

The Licensee must pay interest to the Owner on demand, interest at the rate per annum equal to the current rate fixed under section 2 of the *Penalty Interest Rates Act 1993 (Vic)* on any money payable by the Licensee under this Licence and remaining unpaid after the due date. Interest will be calculated from the date on which such payment became due.

3.4 Payment after termination

Upon the termination of the License, the Licensee must:

- (a) Make all payments due under the Licence; and
- (b) Provide all information to the Owner under the Licence to calculate any such payments, even if the Licence has ended.

3.5 Outgoings

The Licensee must pay or reimburse to the Owner within 14 days of demand the Licensee's share of any Outgoings assessed in connection with the Storage Cage.

4. **LICENSE FEE REVIEW**

The Licence Fee is to be reviewed by the Owner from time to time and may be adjusted annually by the Owner.

5. **GST**

5.1 **Definitions**

"GST" means GST within the meaning of the GST Act.

"GST Act" means *A New Tax System (Goods and Services Tax) Act 1999* (as amended).

Expressions used in this clause 5 and in the GST Act have the same meanings as when used in the GST Act.

5.2 **Amounts GST Exclusive**

Except where this Licence states otherwise, each amount payable by a party under this Licence in respect of a taxable supply by the other party is expressed as a GST exclusive amount and the recipient of the supply must, in addition to that amount and at the same time, pay to the supplier the GST payable in respect of the supply.

5.3 **Amounts Payable**

An amount payable by the Licensee in respect of a creditable acquisition by the Licensor from a third party must not exceed the sum of the value of the Licensor's acquisition and the additional amount payable by the Licensee under clause 5.2 on account of the Licensor's GST liability.

5.4 **Tax Invoice**

A party is not obliged, under clause 5.2, to pay the GST on a taxable supply to it under this Licence, until given a valid tax invoice for the supply.

5.5 **Adjustment of Consideration**

An adjustment of the consideration payable under this Licence to take account of the New Tax System changes referred to in the *Trade Practices Act 1974* must not constitute price exploitation within the meaning of the Act or breach the guidelines in force from time to time published by the Australian Competition and Consumer Commission under Part VB of that Act.

6. **LICENSEE'S OBLIGATIONS**

6.1 **Licensee's Obligations**

The Licensee is to ensure that:

- (a) the Storage Cage is only used for the Permitted Use;

- (b) the Licensee complies with the Owners Corporation Rules and/or Building Rules, as amended from time to time, and all laws and requirements of any Authority in connection with the Storage Cage;
- (c) the Storage Cage is kept secure at all times when it is not being accessed by the Licensee. The Licensee is to provide their own lock for security purposes;
- (d) the Licensee does not do or permit anything to be done that would, in the reasonable opinion of the Owner, endanger the Building or be a risk to any person or property;
- (e) the Licensee does not store anything in the Storage Cage that comes within 50cm of the sprinkler heads.

6.2 Maintenance

- (a) The Licensee must keep the Storage Cage in the same condition as it was at the Commencement Date, with the exception of fair wear and tear.
- (b) The Licensee must give the Owner written notice of any material damage to the Storage Cage or anything likely to damage or be a risk to the Storage Cage or any person, as soon as practicable after becoming aware of the damage, risk or potential damage.
- (c) If the Licensee fails to maintain the Storage Cage as required under this Licence, within 14 days of receipt of a notice from the Owner, the Owner may access the Storage Cage

6.3 Permitted Use

- (a) The Licensee must:
 - (i) use the Storage Cage for the Permitted Use and not for any other purpose;
 - (ii) keep the Storage Cage in a clean and tidy condition free from any rubbish, litter or fire hazards;
 - (iii) not store any goods which may be hazardous, explosive, environmentally harmful, illegal or stolen;
 - (iv) not do anything which might cause nuisance, damage, obstruction, annoyance or disturbance to any other occupier of the Building or owner of any adjacent property;
 - (v) comply with all reasonable security and fire safety requirements of the Owner in relation to the Storage Cage;
 - (vi) not store any perishable goods that may spoil or attract vermin, or anything that may emit a foul or offensive odour;

- (vii) not use the Storage Cage for any illegal purpose or carry on any noxious or offensive activity;
- (viii) not display or affix any signs, advertisements or notices on any part of the Storage Cage;
- (ix) not do anything which might affect any insurance policy relating to the Building by causing it to be void or voidable or cause any claim to be rejected, or cause the premium to increase; and
- (x) not affix any nails, screws, fittings or fixtures to any part of the Storage Cage or otherwise make any alterations to the Storage Cage.

6.4 Licensee's obligations at end of Licence

- (a) At the end of the expiration or earlier termination of this Licence, the Licensee must:
 - (i) Remove all goods from the Storage Cage;
 - (ii) Remove all security devices used to secure the Storage Cage;
 - (iii) Deliver the Storage Cage to the Owner in a condition consistent with the Licensee having complied with its obligations under this Licence.
- (b) If the Licensee does not remove from the Storage Cage all goods, rubbish or debris at the end of the Licence:
 - (i) Any goods left in the Storage Cage after termination will be deemed abandoned and will become the Owners property, without notice to the Licensee;
 - (ii) The Owner may remove, keep, sell or otherwise deal with any goods left in the Storage Cage at the Licensees cost. If the Owner sells any of the abandoned goods it will be entitled to any proceeds; and
 - (iii) The Licensee must pay the Owners costs of dealing with any abandoned goods, rubbish or debris left at the Storage Cage. This includes, but is not limited to removal and storage.

6.5 Return of keys or keycards

At the expiration or earlier termination of the Term, the Licensee must cease using the Storage Cage and return to the Owner any security keys or keycards used to gain access to the Storage Cage that may belong to the Owner (if applicable).

7. **COMPLIANCE WITH LAWS**

The Licensee must comply on time with all requirements and orders of any relevant Authority and all laws in connection with the use of the Storage Cage and the exercise of the rights granted to the Licensee under this Licence.

8. **ASSIGNMENT, SUB-LICENCE**

8.1 **No Parting with Benefit Without Consent**

The Licensee may not assign, transfer, sub-licence or otherwise part with the benefit of this Licence in any way, unless the Owner consents, such consent may be withheld in the Owners absolute discretion.

9. **SECURITY INTERESTS**

The Licensee may not create or allow to exist in favour of any person any Security Interest in or over the Storage Cage or this Licence unless the Owner consents, such consent may be withheld in the Owners absolute discretion.

10. **QUIET ENJOYMENT**

If the Licensee complies with its obligations under this Licence, the Owner will allow the Licensee to enjoy the Rights without interruption by the Owner.

11. **NO RESPONSIBILITY**

The Owner is not in any way responsible for:

- (a) any damage sustained to any of the Licensee's belongings during the Licensees use of the Storage Cage;
- (b) any loss or damage resulting from the theft of the Licensees belongings; or
- (c) any injury to the Licensee or any of its employees, agents, contractors or invitees sustained when any of those persons is in the Storage Cage.

12. **INDEMNITY**

The Licensee will indemnify the Owner against all loss, liability, cost or expense incurred or suffered by the Owner arising from or in connection with:

- (a) any damage to the Storage Cage, the Building, the Land; or
- (b) any injury to person or property in the Storage Cage, the Building or on the Land,

caused or contributed to by:

- (c) the Licensee or any of its agents, employers, contractors or invitees while using the Storage Cage or while gaining access into or out of the

Storage Cage whether or not as a result of negligence by any of them;
or

(d) any default by the Licensee under this Licence.

13. MANAGING AGENT

13.1 Appointment of Managing Agent

The Owner may:

- (a) appoint a Managing Agent to manage the Building and authorise the Managing Agent to represent the Owner in all or nominated matters relating to this Licence; and
- (b) vary or terminate the authority of the Managing Agent at any time.

Communications from the Owner supersede those from the Managing Agent if there is any inconsistency between them.

13.2 Licensee to Deal with Managing Agent

The Licensee must deal with the Managing Agent in relation to all matters in relation to which the Managing Agent is authorised to represent the Owner until the Owner notifies the Licensee that the Managing Agent is no longer its agent for those purposes. The Licensee may treat the acts of the Managing Agent as the acts of the Owner.

14. DEFAULT BY LICENSEE

14.1 Event of Default

An Event of Default occurs if:

- (a) the Licence Fee is at any time unpaid for twenty eight (28) days after becoming due whether formally demanded or not;
- (b) the Licensee breaches this Licence and does not remedy the breach within 14 days of receipt of a written notice from the Owner;
- (c) the Licensee transfers, licenses, sub-lets or otherwise deals with the Licence without the Owners written consent; or
- (d) the Licensee does not comply with any of its other obligations under this Licence or under the Lease.

14.2 Termination for Default

If an Event of Default occurs, the Owner may terminate this Licence and repossess the Storage Cage, after notice to the Licensee requiring the Event of Default to be remedied and the Licensee has failed to comply with that notice.

14.3 **No Release from Liability**

Any action taken by the Owner under clause 14.2 does not affect any other rights of the Owner and does not release the Licensee from liability under this Licence.

14.4 **Effect of Repossession**

On repossession of the Storage Cage by the Owner:

- (a) all the rights of the Licensee under this Licence, terminate; and
- (b) after giving reasonable notice to the Licensee, the Owner may, at the Licensee's cost, remove and store any property left in or about the Storage Cage.

14.5 **Licensee Indemnity**

The Licensee indemnifies the Owner against all loss, liability, cost or expense incurred or suffered by the Owner, resulting from damage to the property referred to in clause 14.4 or arising from its removal and storage.

15. **DAMAGE TO THE STORAGE CAGE AREAS**

15.1 **Licence Fee Abatement**

If, due to any damage to the Storage Cage or the Common Property around the Storage Cage, the Licensee is unable to use:

- (a) the Storage Cage at all, then the Owner will adjust the next quarterly Licence Fee to reduce the payment required on a pro-rata basis equal to the number of days in the quarter that the Storage Cage was unable to be used or accessed at all; or
- (b) the Storage Cage to the full extent, then the Owner will reduce the next quarterly payment by an amount that it deems acceptable to account for the period of time the Licensees use of the Storage Cage was affected, taking into consideration the duration and the level of use that was affected.

15.2 **Dispute Resolution**

A dispute arising under clause 15.1 is to be determined by a qualified person nominated by the President of the Insurance Council of Australia Limited. Either the Owner or the Licensee may ask the President to nominate that person, who is to act as an expert and not as an arbitrator.

15.3 **Adjustment of Licence Fee**

If a dispute arises under clause 15.1, the Licensee must continue making payments of the Licence Fee by reference to the Licence Fee payable immediately before the damage occurred until the amount of the reduction is

agreed or determined under clause 15.2. Immediately afterwards, an adjustment is to be made for any amount overpaid.

15.4 **No Abatement**

The abatement in clause 15.1 will not apply if the damage to the Storage Cage or Common Property has been caused or contributed to by any act or omission of the Licensee.

16. **EFFECT OF LICENSEE NO LONGER OWNING THE APARTMENT LOT**

- (a) Notwithstanding clause 14.2, this Licence will terminate immediately, automatically and without notice if the Licensee sells or is no longer the registered proprietor of the Apartment Lot for any reason.
- (b) The Licensee acknowledges that in the event it puts the Apartment Lot on the market for sale or intends to transfer the Apartment Lot to another party, the Storage Cage does not form part of the sale and shall not be transferred, assigned or passed to any new proprietor of the Apartment Lot.
- (c) For the avoidance of doubt, this Licence is personal to the Licensee and may not be transferred, assigned, sub-let or otherwise dealt with by the Licensee without the express written consent of the Owner, who's consent may be withheld at the Owners absolute discretion.

17. **TERMINATION OF LICENSE**

17.1 **Right to terminate**

The Owner may terminate this Licence:

- (a) for any reason by providing the Licensee with not less than 30 days' notice;
- (b) if the Licensee is no longer the registered proprietor of the Apartment Lot; or
- (c) if an Event of Default occurs.

The Licensee may terminate this Licence:

- (d) For any reason by providing the Licence with not less than 30 days' notice.

18. **COSTS, EXPENSES AND DUTIES**

18.1 **Costs and Expenses**

The Licensee must pay or reimburse the Owner on demand for:

- (a) all the Owner's costs and expenses (including legal costs and expenses) associated with:

- (i) the negotiation, preparation and execution of this Licence;
- (ii) the exercise or enforcement by the Owner of any right under this Licence;
- (iii) any act or omission by the Licensee causing cost or expense to the Owner; and
- (iv) obtaining or giving any consent or approval under this Licence or a variation or surrender of this Licence; and
- (v) the Owner's costs and expenses of engaging any consultant or agent,

in connection with any matter referred to in clause 18.1(a).

18.2 Taxes

The Licensee must pay or reimburse the Owner on demand for all taxes and fees and fines and penalties in respect of any of them, which may be payable in connection with this Licence.

19. NOTICES

19.1 Giving of Notices

A notice of other communication in connection with this Licence must be in writing and:

- (a) may be given by the solicitors or agents of the relevant party; and
- (b) may be left at the address of the addressee or sent by ordinary post to the address of the addressee or sent email to the relevant party, in each case, as set out in item 9 of the schedule or at or to any other address.

19.2 Effect of Notice

Unless a later time is specified in it, a notice or communication takes effect from the time it is received.

19.3 Time of Receipt

A letter or email is taken to be received:

- (a) if left at the address of the addressee, at the time it is left;
- (b) in the case of a posted letter, on the third Business Day after posting; and
- (c) in the case of an email, on the date the recipient's email server receives the email without the sender receiving an error or "out of office" report.

20. MISCELLANEOUS

20.1 Wavier and Variation

A provision of or a right created under this Licence may not be waived except in writing signed by the party to be bound or varied except in writing signed by the Owner and the Licensee.

20.2 Approvals and Consents

The Owner may, whenever its approval or consent is required under this Licence, give it conditionally or unconditionally or withhold it, unless this Licence specifies otherwise.

20.3 Remedies Cumulative

The rights, powers and remedies provided in this Licence are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Licence.

20.4 Set-Off

At its sole discretion, the Owner may apply, without notice, any funds held by the Owner on account of the Licensee towards satisfaction of any amount then payable by the Licensee to the Owner under this Licence.

20.5 Indemnities

In relation to each of the indemnities in this Licence:

- (a) the indemnity is a continuing obligation, separate and independent from the other obligations of the Licensee and survives the expiration or earlier termination of this Licence;
- (b) it is not necessary for the Owner to incur expense or make payment before enforcing a right of indemnity; and
- (c) the Licensee must pay to the Owner an amount equal to any loss, liability, costs or expenses suffered or incurred by any employee, officer or agent of the Owner.

20.6 Accrued Rights

The expiration or earlier termination of this Licence does not affect the rights of the Owner in relation to any breach of this Licence by the Licensee before the expiration or termination.

EXECUTED as a Deed:

EXECUTED by **Owners Corporation**)
No. 1 on Plan of Subdivision)
PS849880F in accordance with Section)
10 of the *Owners Corporation Act 2006*)
by persons who declare and confirm that)
they are each Lot Owners of separate)
lots and members of the Owners)
Corporation as directors of a body)
corporate that is a Lot Owner of separate)
lots and members of the Owners)
Corporation:)

OC Member: _____

OC Member: _____

Name: _____
(please print)

Name: _____
(please print)

Address: _____

Address: _____

EXECUTED by **#[LICENSEE]** in)
accordance with Section 127 of the)
Corporations Act 2001:)

Lot: _____

Lot: _____

Name: _____
(please print)

Name: _____
(please print)

Address: _____

Address: _____

Executed as a Deed

Signed, sealed and delivered by
#[Name of individual]# in the presence of:

Signature of witness

Signature

Name (print)

SCHEDULE

Item	Defined Terms	Details
1.	The Owner	Owners Corporation No. 1 on Plan of Subdivision PS849880F
2.	The Licensee	[Details of Licensee]
3.	Apartment Lot owned by Licensee	Apartment _____.
4.	Storage Cage	Part of Common Property No.1, marked _____ on the Plan attached as Annexure A
5.	Term	For the period that the Licensee remains the registered proprietor of the Apartment Lot (subject to the Licensees compliance with the obligations under this Licence) commencing on the Commencement Date.
6.	Commencement Date	[Date]
7.	Licence Fee	[\$[Amount]] annually payable by quarterly instalments of \$#[Amount] as increased from time to time in accordance with clause 4.
8.	Permitted Use	Storage of goods only, subject to the conditions of this Licence.
9.	Building	The building any other improvements on the Land.
10.	Address for Service	Landlord Owners Corporation No. 1 on Plan of Subdivision PS849880F Address: 215-219 Albion Street, Brunswick VIC 3056 Email: theknight@theknight.com.au Attention: C/O The Knight Tenant Address: Email:

Annexure A: Plan

Ground Floor



Mezzanine

