



**Nightingale Housing**

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ACN 649 301 011

# Licence Agreement

## Owners Corporation

### Part of Common Property 1 on Plan of Subdivision PS 849880F

**OWNERS CORPORATION NO. 1 ON PLAN NO. 849880F**

(Licensor)

**NIGHTINGALE ALBION LAND HOLDING PTY LTD, ABN 66 628 477**

(Licensee)

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# License Agreement

**Date:** X April 2026

## Parties:

**OWNERS CORPORATION 1 PLAN NO. 849880F** (Licensor)

and

**NIGHTINGALE ALBION LAND HOLDING PTY LTD, ABN 66 628 477** (Licensee)

and

**SLOW FOLK SAUNA HOUSE PTY LTD, ABN 38 687 779 102** (Guarantor)

## Recitals:

- a) The Licensor has agreed to grant the Licensee a non-exclusive license to use the Licensed Area for the Permitted Use under and in accordance with this Agreement.
- b) At the request of the Licensee, the Guarantor guarantees the performance of the Licensee's obligations under this Agreement.

## THE PARTIES AGREE:

### 1. Definitions

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In this Agreement:

**Agreement** means this Agreement inclusive of schedules and annexures.

**Business Day** means a day on which banks are open for general banking business in Melbourne, Australia, other than a Saturday, Sunday or public holiday.

**Commencement Date** means the date set out in Item 5 of the Schedule.

**Guarantor** means the Guarantor specified in Item 2A of the Schedule.

**GST** has the meaning given to it in the GST Act.

**GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended modified or replaced from time to time and any associated legislation and regulations.

**Insolvency Event** means the occurrence of any of the following events in relation to any individual, company, Owners Corporation or person (where appropriate):

- (a) the person becomes insolvent as defined in the Corporations Act, states that it is insolvent or is presumed to be insolvent under an applicable law;
- (b) the person is wound up, dissolved or declared bankrupt;
- (c) the person becomes an insolvent under administration as defined in the Corporations Act;
- (d) a liquidator, provisional liquidator, Controller, administrator, trustee for

creditors, trustee in bankruptcy or other similar person is appointed to, or takes possession or control of, any or all the person's assets or undertaking;

(e) the person enters or becomes subject to:

- (i) any arrangement or composition with one or more of its creditors or any assignment for the benefit of one or more of its creditors; or
- (ii) any reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors.

**License** has the meaning given to it in clause 3.

**Licensed Area** means the area specified in Item 3 of the Schedule.

**Licensee** means the Licensee specified in Item 2 of the Schedule.

**Licensor** means the Licensor specified in Item 1 of the Schedule.

**Notice** means a notice, demand, consent, approval or other communication under this Agreement.

**Owners Corporation** means the Owners Corporation described in Item 6 of the Schedule.

**Owners Corporation Rules** means any rules or special rules of the Owners Corporation as amended from time to time.

**Permitted Use** means the permitted use of the Licensed Area described in Item 9 of the Schedule.

**Premises** means the premises described in Item 4 of the Schedule.

**Taxes** means all forms of taxes, duties, imposts, charges, withholdings, rates, levies or other governmental impositions of whatever nature and by whatever authority imposed, assessed or charged together with all costs, charges, interest, penalties, fines, expenses and other additional statutory charges, incidental or related to the imposition and Taxation has a corresponding meaning.

**Term** means the period set out in Item 7 of the Schedule.

**Termination Date** means the earlier of:

- (a) the last day of the Term; or
- (b) any other day on which the License is terminated under or in accordance this Agreement.

**Unit** means a lot in the Premises.

## **2. Interpretations**

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### **2.1 Inconsistency**

If there is any inconsistency between the provisions of this Agreement and the provisions of another document relevant to the matters referred to in this Agreement, the provisions of this document prevail to the extent of the inconsistency and the provisions of the other document must be read and construed accordingly.

### **2.2 Parties Bound**

This Agreement binds and benefits each party and their respective successors, assigns and legal personal representatives. If a party consists of more than one person, this Agreement binds them jointly and each of them severally.

### **2.3 Consents or Approvals**

If the doing of any act, matter or thing under this Agreement is dependent on the consent or approval of a party or is within the discretion of a party, the consent or approval may be given, or the discretion may be exercised conditionally or unconditionally or withheld by the party in its absolute discretion.

### **2.4 Authority**

Each party warrants to the other party that it is authorised on its own behalf and (if applicable) the corporation, entity, business or persons whom it represents (or purports to represent) to enter into this Agreement and perform (and cause to be performed) the obligations in this Agreement.

### **2.5 Recitals**

The Recitals to this Agreement form part of this Agreement and are confirmed as correct by the parties and bind the parties.

## **3. License**

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**3.1** Subject to the terms, conditions, covenants and restrictions contained in this Agreement, the Licensor has exercised its powers under section 14 of Owners Corporations Act 2006 (Vic) to grant by special resolution a non-exclusive license to the Licensee to use the Licensed Area for the Permitted Use from the Commencement Date until the Termination Date (License).

## **4. Payments by the Licensee**

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### **4.1 Payment of the License Fee**

The Licensee must pay the Licensor the License Fee in the amount and manner specified in Item 8 of the Schedule.

### **4.2 Payment of Licensors costs**

The Licensee shall pay to the Licensor within 7 days of demand:

- (a) the Licensor's costs of and incidental to the preparation execution and stamping of this License and the stamp duty (if any) payable on it;

- (b) any costs incurred by the Licensor because of a breach of this Agreement by the Licensee;
- (c) if any damage whatever is caused or occasioned to the Licensed Area during the period of occupation and use by the Licensee, then all costs or expenses incurred by the Licensor in repairing such damage and/ or reinstating the Licensed Area to the same good order, state and condition as it was in on the Commencement Date;
- (d) the operating costs incurred by the Licensor in connection with or because of this Agreement, the Licensed Area or the rights granted to the Licensee under this Agreement; and
- (e) all Taxes levied in respect of this Agreement, the Licensed Area or the rights granted to the Licensee under this License whether those Taxes are in force at or after the Commencement Date.

#### **4.3 Interest on Late Payments**

If the Licensee fails to pay the Licensor any amount payable by it under or in accordance with this Agreement, the Licensee must, if demand is made, pay interest on that amount from the due date for payment until that amount is paid in full at the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983 (Vic), calculated daily.

#### **4.4 No Deduction or Right of Set-off**

The Licensee must pay all amounts due under this Agreement to the Licensor without deduction or right of set-off.

### **5. License Conditions**

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#### **5.1 Use of Licensed Area**

- (a) the Licensee may use the Licensed Area for the Permitted Use;
- (b) The Licensee must not use:
  - (i) to use the Licensed Area for any purpose other than the Permitted Use;
  - (ii) use the Licensed Area for any illegal purpose; or
  - (iii) to do anything in or in connection with the Licensed Area which might cause nuisance, damage, disturbance annoyance or grievance to, or does or is likely to interfere with, any person.
- (c) The Licensee's use of the Licensed Area is in common with all members of the owner's corporation and the public that are able and free to use the Licensed Area.

### **6. Covenants**

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#### **6.1 Licensee's Covenants**

The Licensee covenants with the Licensor as follows:

- (a) compliance with statutes and other requirements at its own expense from time to time and at all times during this Agreement or an extension or renewal

thereof will duly and punctually comply with the provisions of all statutes, lawful authorities and rules of the Licensor, and ensure that the necessary permits, licenses and consents have been obtained to enable the Licensee to use the Licensed Area for the Permitted Use;

- (b) the Licensee must deliver copies of any necessary permits, licenses or consents referred to in clause 6.1(a) to the Licensor upon request by the Licensor;
- (a) not to prejudice insurance by doing anything whereby the policies of insurance effected in respect of the Premises (including any policies taken out by the Licensor or any Owners or occupiers of Units within the Premises) shall become prejudiced or be rendered void or voidable.
- (b) the Licensee must only use the Licensed Area for the Permitted Use and not in any manner which is contrary to the planning scheme, including but limited to all occupational, health safety and welfare laws and in relation to the service of any liquor or any other laws applicable to the Licensed Area;
- (c) the Licensee must keep and maintain the Licensed Area in good order and a clean and tidy condition including the watering and general maintenance of any plants and gardens on the Licensed Area;
- (d) not store any hazardous goods on the Licensed Area;
- (e) the Licensee must repair all damage to the Licensed Area caused by the Licensee or the Licensee's Agents; and
- (f) not to use the Licensed Area in any manner which creates a nuisance or annoyance to any adjoining owners or occupiers.

## **7. Insurance**

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- (a) Unless Item 10 of the Schedule provides that insurance is not required (or words of similar import), the Licensee must take out and keep current insurance cover for the Licensed Area in the names of the Licensor and the Licensee (and of such other person(s) as the Licensor may reasonably require from time to time) from the Commencement Date until the Termination Date in respect of:
  - (i) liability for loss, injury or damage to any person or property whatsoever whether arising out of any act, omission, breach of duty or failure by the Licensor, the Licensee, employees, agents and invitees of the Licensor or the Licensee or otherwise, on or in relation to the Licensed Area or the use of the Licensed Area by the Licensee in the sum of \$10 million or such other greater amount as the Licensor may reasonably nominate from time to time in order to affect a sufficient and proper cover in respect of any single accident or event;
  - (ii) workers compensation insurance as required by law;
  - (iii) damage to the Equipment; and
  - (iv) any other insurances required by law or reasonably required by the Licensor.
- (b) The Licensee must produce satisfactory evidence of insurance cover on written request by the Licensor.

## **8. Release and Indemnity**

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### **8.1 Release**

The Licensee enters, uses and occupies the Licensed Area at its own risk and releases the Licensor from all claims or liability resulting from any loss, damage, injury or death in connection with the Licensed Area (except to the extent that it is caused by any wrongful, willful or negligent act or omission of the Licensor).

### **8.2 Indemnity**

The Licensee and its Guarantor indemnifies the Licensor from and against any liability or claim which the Licensor suffers or incurs to the extent that the liability or claim arises out of:

- (a) any loss, damage, injury or death in connection with the Licensed Area (except to the extent that it is caused by any wrongful, willful or negligent act or omission of the Licensor);
  - (i) any wrongful, willful or negligent act or omission of the Licensee; or
  - (ii) a breach of this Agreement by the Licensee, including but not limited to, a breach in respect of which the Licensor exercises an express right to terminate this Agreement.

## **9. Assignment**

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### **9.1 Assignment**

- (a) The Licensee may only assign its rights under this Agreement with the prior written consent of the Licensor if:
  - (i) the assignee is, or is entitled to be the registered proprietor or a tenant under a lease of a Unit of the Premises;
  - (ii) the Licensee gives written notice to the Licensor of the details of the assignee and the assignment; and
  - (iii) the assignee has properly executed a deed of assignment.
- (b) The Licensee acknowledges that the Licensor consent referred to in this clause can only be given after the members of the Owners Corporation have approved consent in accordance with a special resolution.

## **10. Right of Entry**

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- 10.1** The Licensee authorises the Licensor or any representative to enter the Licensed Area without notice in the event of an emergency, inspection, maintenance or repair.
- 10.2** The Licensor will not be liable to the Licensee if the Licensee cannot obtain access to the Licensed Area in circumstances:
- (a) required for maintenance or repair; or
  - (b) beyond the Licensor's reasonable control.

## **11. Licensee's Obligations at End of License**

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### **11.1 Licensee's Obligations**

On the Termination Date, the Licensee must give to the Licensor any security devices (if applicable) used by the Licensee to obtain access to the Licensed Area.

### **11.2 Licensee's Property Left in Licensed Area**

- (a) On the Termination Date, the Licensee must:
  - (i) return the Licensed Area to the Licensor in the condition it was in at the Commencement Date free of all rubbish and debris; and
  - (ii) remove any of its installations or property and all signage from the Licensed Area unless the Licensor and the Licensee agree otherwise.
- (b) Anything left in the Licensed Area after the Termination Date will become the property of the Licensor and may be removed by the Licensor at the Licensee's cost and at the Licensee's risk.

## **12. Owners Corporation Rules**

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- 12.1** The Licensee must comply with the Owners Corporation Rules set out in Annexure B.
- 12.2** A breach of the Owners Corporation Rules is a breach of this Agreement.
- 12.3** Where there is any inconsistency between the terms of the Owners Corporation Rules and this Agreement, the provisions of this Agreement will prevail.

## **13. Termination of License**

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### **13.1 Termination by the Licensor**

The Licensor may terminate this Agreement at any time by providing written notice to the Licensee:

- (a) if the Licensee:
  - (i) breaches this Agreement and does not rectify the breach within 7 days of receiving notice;
  - (ii) notwithstanding any rectification, the Licensee persistently breaches this Agreement;
  - (iii) assigns its interest in this Agreement in breach of clause 9 of this Agreement;
  - (iv) is guilty of gross misconduct or gross negligence in the performance of its obligations;
  - (v) being an individual, is convicted of an indictable offence involving fraud, dishonesty or assault;
  - (vi) being a corporation, experiences an Insolvency Event;
- (b) if the Owners Corporation Rules or any legislation render this Agreement void or voidable, or
- (c) if the Licensee's lease of Unit G03 at the Premises is terminated for any reason.

### **13.2 Re-entry**

The Licensor may terminate this Agreement and take back possession of the Licensed Area if the Licensee commits any of the events in clause 13.1.

### **13.3 Damages following Termination**

If this Agreement is terminated by the Licensor, the Licensee agrees to compensate the Licensor for any loss or damage the Licensor suffers in connection with a breach of this Agreement by the Licensee, including the loss of the benefit of the Licensee performing its obligations under this License up to the expiration of the Term.

## **14. Goods and Services Tax**

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### **14.1 Interpretation**

In this clause, a word or expression defined in the GST Act has the meaning given to it in that act.

## **14.2 GST Gross Up**

If a party makes a taxable supply under or in connection with this Agreement then the amount payable by the recipient of the supply to the supplier of the supply is equal to the consideration for the supply (less any GST payable on the supply) increased by an amount calculated by multiplying the GST exclusive consideration by the rate of GST prevailing at the time the supply is made.

## **14.3 Reimbursement**

If a party must reimburse or indemnify another party for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other party is entitled to for the loss, cost or expense, and then is increased in accordance with clause 14.2.

## **14.4 Tax Invoice**

A party need not make a payment for a taxable supply made under or in connection with this Agreement until it receives a tax invoice for the supply to which the payment relates

## **15. General**

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### **15.1 Entire Agreement**

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements, understandings or communications between the parties in connection with its subject matter.

### **15.2 Amendments**

This Agreement may be amended only in writing by agreement between the parties.

### **15.3 Compliance with Laws**

The Licensee must comply with all applicable laws with respect to its use of the Licensed Area and in carrying out its obligations under this Agreement.

### **15.4 Counterparts**

This Agreement may be executed electronically and in counterparts. All executed counterparts constitute one document.

**15.5 No Merger**

The rights and obligations of the parties under this Agreement do not merge on completion of any transaction or matter contemplated by this Agreement and are additional to any right, power or remedy which it may have under general law or otherwise.

**15.6 Further action**

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Agreement and the transaction or matters contemplated by it.

**15.7 Severability**

A provision or part of a provision of this Agreement that is void, illegal or unenforceable may be severed from this Agreement and the remaining provisions or parts of the provision of this Agreement continue in force.

**15.8 Waiver**

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

## Schedule 1

Item 1	Licensors	Owners Corporation No 1. on Plan No. 849880F c/- The Knight, PO Box 678 Malvern VIC 3144
Item 2	Licensee	NIGHTINGALE ALBION LAND HOLDING PTY LTD, ABN 66 628 477 of 101/219 Albion Street, Brunswick VIC 3056
Item 2A	Guarantor	SLOW FOLK SAUNA HOUSE PTY LTD, ABN 38 687 779 102 of 14 Blanche Street Collingwood VIC 3066
Item 3	Licensed Area	Areas within the ground floor car park, as delineated on the attached Plan in 'Annexure A' hereof, forming part of the common property on Plan of Subdivision 849880F.
Item 4	Premises	The land including the building and any other improvements situate 215-219 Albion Street, Brunswick VIC 3056.
Item 5	Commencement Date	Lease Commencement Date for Lot 101 on 215-219 Albion Street Brunswick
Item 6	Owners Corporation	Owners Corporation No 1. on Plan No. PS 849880F
Item 7	Term	One hundred (100) years.
Item 8	License Fee	\$1.00 per annum payable in advance on the Commencement Date and on each anniversary of the Commencement Date, if requested by the Licensor.
Item 9	Permitted Use	For use by the Licensee for the installation, operation, and maintenance of an air conditioning condenser in connection with the Licensee's business as operated from Lot 101 at the Premises. The condenser may be installed and used provided it does not obstruct access to surrounding car parks, compromise safety, or unreasonably interfere with the use or enjoyment of the common property or any other Lot. Use of the Licensed Area is strictly limited to the Permitted Use and excludes any other use not reasonably required.
Item 10	Insurance of the Licensed Area (to be taken out kept by the Licensee see Clause 7)	Not required

Executed by the parties as a Deed:

**The Owners Corporation No. 1 Plan of Subdivision Plan No. PS 849880F** was hereunto affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2001.

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Signature of Delegate of the Owners Corporation

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Name (print)

Signed, sealed and delivered by **NIGHTINGALE ALBION LAND HOLDING PTY LTD, ABN 66 628 477** with section 127 of the Owners Corporations Act 2001 (Cth):

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Signature of director

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Name (print)

Signed, sealed and delivered by **SLOW FOLK SAUNA HOUSE PTY LTD, ABN 38 687 779 102** with section 127 of the Owners Corporations Act 2001 (Cth):

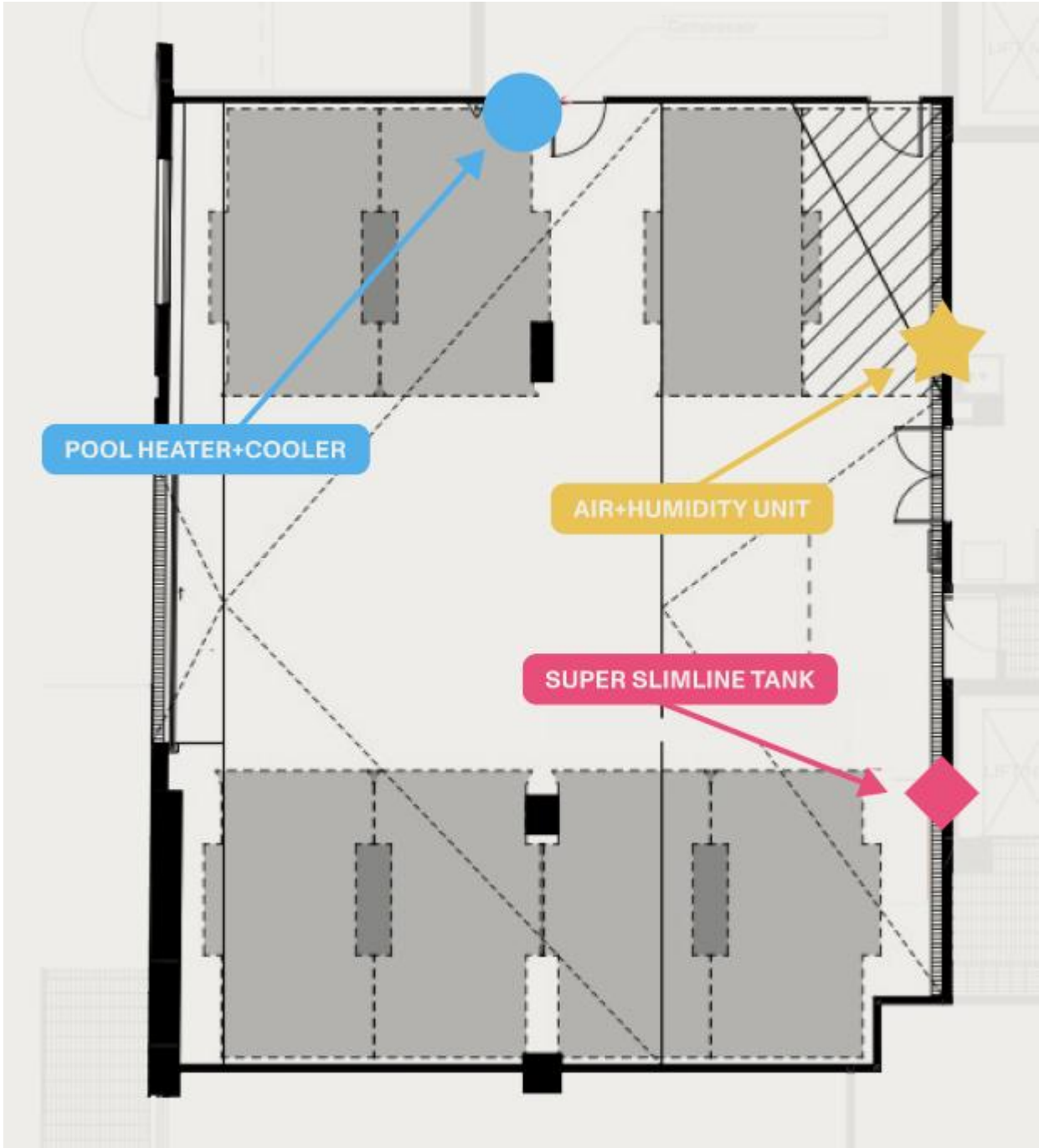
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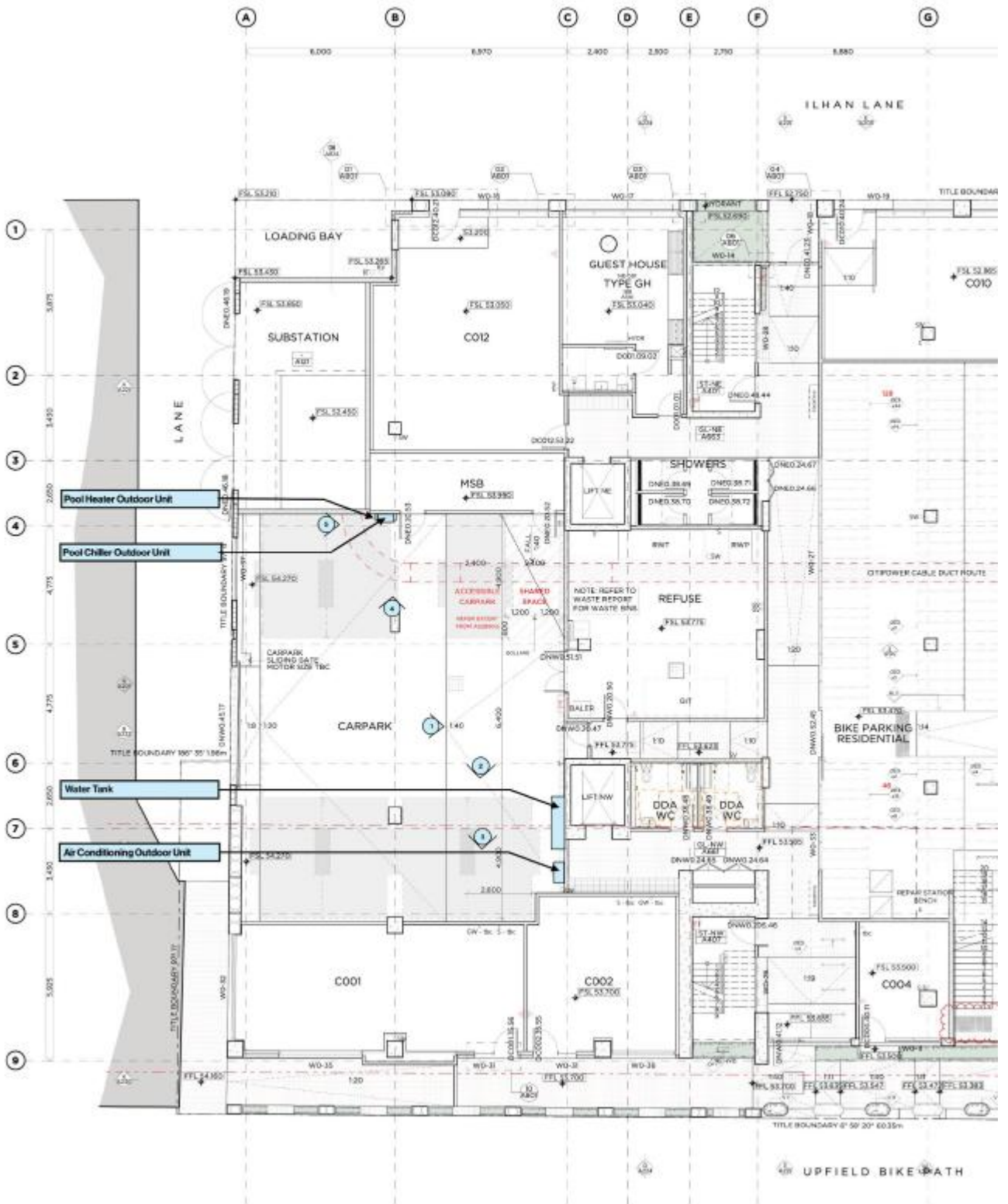
Signature of director

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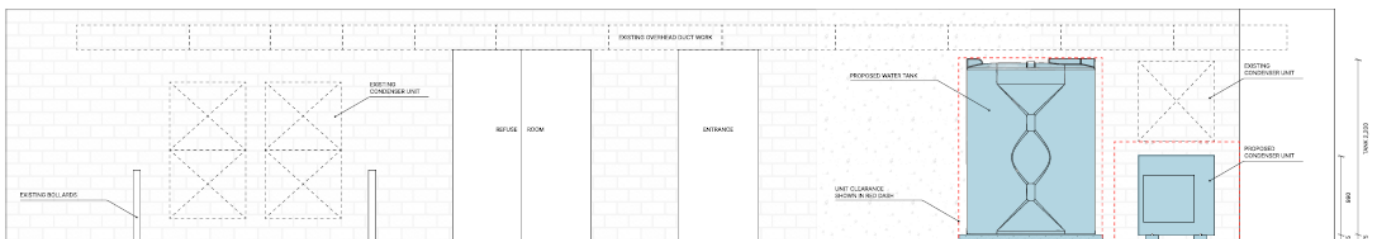
Name (print)

Annexure A-Licensed Area

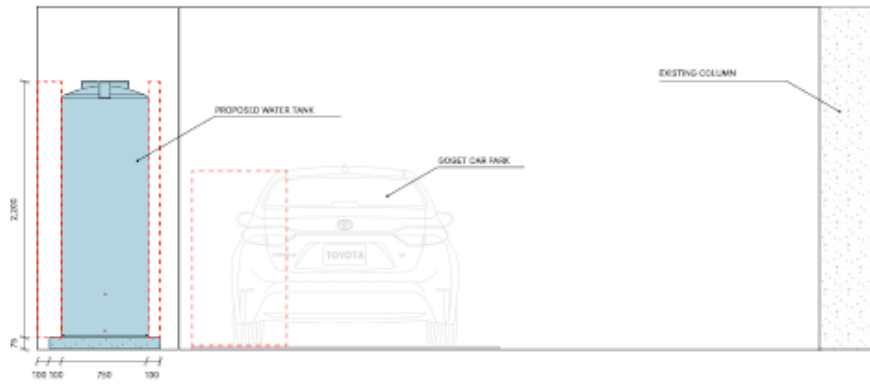




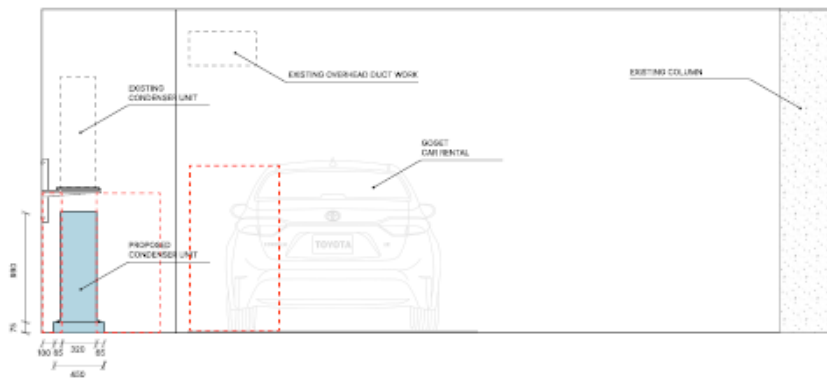
ELEVATION 1



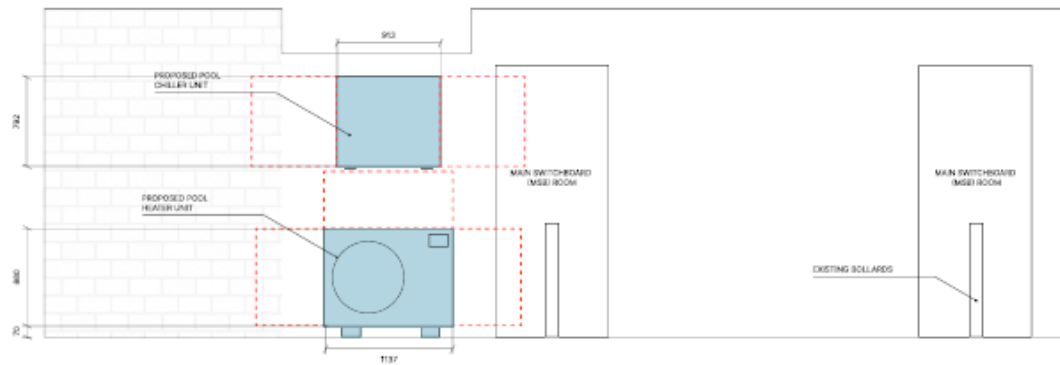
### ELEVATION 02



### ELEVATION 3



### ELEVATION 4



### ELEVATION 5

