

CONTINUING LICENCE AGREEMENT

This Agreement is made between the Narooma Men's Shed Inc. of 41A Barker Parade, Narooma NSW a body incorporated under the Associations Incorporation Act 2009 No. 7 of NSW (**NMS**)

AND

[insert name, description and address of the relevant body]
(Licensee)

1. Parties' Intentions

- 1.1. The Licensee seeks to take a licence of the Premises for a continuing period as set out in this Agreement and in the definition of Term and NMS has agreed to license the Premises to the Licensee.
- 1.2. The Licensee will occupy and use the Premises in accordance with this Licence.
- 1.3. The Licensee will punctually pay all charges and other money payable under this Licence and will fulfil all of its obligations under the Licence.
- 1.4. The Licensee will pay before an event a higher rate of Fees should the Licensee wish to use the Premises outside of the agreed times. This rate and any other terms and conditions must to be negotiated and agreed in writing with NMS before the relevant event.

2. Parties Obligations.

2.1 The Licensor and Licensee will obey and comply with all their respective obligations and satisfy all their respective requirements set out in Schedule A to this Agreement.

3. Definitions

Exclusive Use	The Licensee will have exclusive use of the Premises between [insert hours] on [insert days of use for at least the next 6 months] subject to the terms of the Agreement.
Fees (see clause 2)	[detail the charges to be paid by the Licensee]
Licence	Means this agreement including its Schedules.
Licensee	[insert name, description and address of the Licensee]
Licensor	Narooma Men's Shed Inc. of 41A Barker Parade, Narooma NSW a body incorporated under the Associations Incorporation Act 2009.
Outgoings	These are a conservative estimate of the Licensee's estimated share of the costs incurred by the NMS in operating the Shed. These costs include, but are not limited to, payments for rates, rent and water, costs of electricity and costs for the normal repair and maintenance of

	the Shed. These are to be paid by Licensee in addition to the Fees]
Period of Licence:	[Insert start date] and date of termination
Permitted Use:	[Give full details of agreed use. This will include the use for which the licensee requires the Premises and the days and dates it requires the Premises]
Premises:	The area of the Narooma men's Shed located at 41A Barker Parade, Narooma as delineated in Schedule A to this Agreement
Public Liability Policy	\$20,000,000.00 or as otherwise required by NMS from time to time. See clause 4
Term	Here set out when the Licence begins and ends. Also set out what events can be held in the Premises, and when and during what hours.

EXECUTED BY THE PARTIES AS A LICENCE the

day of

2021

SIGNED for the Narooma
Men's Shed in the presence of:-

Narooma Men's Shed

Witness:

Signed by the Licensee in the presence of :

Witness

Name: _____

SCHEDULE A

1. Parties' Intentions

- 1.1 the Licensee seeks to take a licence of the Premises for the Term and NMS has agreed to license the Premises to the Licensee.
- 1.2 The Licensee will occupy and use the Premises in accordance with this Licence.
- 1.3 The Licensee will punctually pay all charges and other money payable under this Licence.
- 1.4 The Licensee will pay before any event a higher rate for the Fees should the Licensee wish to use the Premises outside of the agreed times. This rate and any other terms and conditions must to be negotiated and agreed with NMS before the relevant event.

Licensee's Obligations — Fees and Other Money

- 2.1 The Licensee must pay the Fees and Outgoings to the NMS on or before the date of each the Permitted Use in such manner as NMS directs.
- 2.2 The Licensee must pay any Outgoings on a monthly basis within one month of a notice from NMS to the Licensee. The Outgoings set out in the definitions in clause 5 are a conservative estimate of the Licensee's share of the costs incurred by the NMS in operating the Shed. These costs include, but are not limited to, payments for rates, rent and water, and costs of electricity and costs for the repair and maintenance of the Shed.

- 2.3 **GST:** The Fees and all other moneys payable by the Licensee under this Agreement are exclusive of goods and services tax, a broad-based consumption or indirect tax and any value added tax or like impost (GST). Liability for GST (payable in respect of any taxable supply) is additional. It is payable by the Licensee to NMS at the same time as the Fee and other moneys are payable.

3. Licensee's General Obligations

- 3.1 The Licensee must only use the Premises for the Permitted Use at the times agreed.
- 3.2 The Licensee must obtain and comply with any approvals, consents, licences and permits required for the Premises to be lawfully used by the Licensee for the Permitted Use.
- 3.3 The Licensee will keep the Premises and surrounding grounds in a clean and tidy condition removing all rubbish incurred during the Permitted Use and will repair any damage suffered and make good any loss sustained by the Licensor in connection with the occupation or use of the Premises by the Licensee, however the damage may arise.
- 3.4 The Licensee will not use nor tamper with, nor permit to be used or tampered with, any equipment of the Licensor in or near the Premises such as the woodwork the metal work areas and the office.
- 3.5 The Licensee must not conduct any illegal, immoral, offensive or unlawful use in the Premises or do anything in the Premises which causes nuisance, damage or

disturbance to any other occupier of the Premises of any occupier of any nearby properties.

- 3.6 The Licensee will not erect any sign without first having obtained the consent in writing of NMS, which NMS can withhold at its absolute discretion. Any signage permitted must have all relevant information displayed in English (plus any other desired language) and any symbols, offensive in the opinion of NMS, will not be accepted.
- 3.7 The Licensee will neither make nor permit to be made any alterations or additions to the Premises during the term of this licence without first having obtained the consent in writing of NMS. Where the Licensee moves any furniture in the Premises during a Permitted Use it must return it to its original place at the end of that Permitted Use.
- 3.8 The Licensee must not attempt to assign, transfer, sub-license, part with or dispose of the Premises (or any part of the Premises) or NMS's interests under this Licence.
- 3.9 The Licensee will not bring or store any furniture, furnishings, equipment or items into the Premises and is not permitted to fix any items or equipment in any way, be they permanent or temporary, to any part of the Premises without first having obtained NMS' written consent which may be given subject to conditions.
- 3.10 The Licensee will secure the Premises each time when it vacates at the end of a Permitted Use and return any keys as directed by the Event Manager.
- 3.11 This Agreement may be terminated in regard to a specific Permitted Use by notice in writing by either party to the other at any time before the Event by giving

no less than 48 hours' notice. The whole Agreement may be terminated by notice in writing by either party to the other at any time by giving no less than 28 days written notice.

- 3.12 The Licensee is aware and acknowledges that NMS is itself the sub-lessee of the land on which the Premises are erected. The Licensee will not do or omit to do or permit or suffer to be done anything which may cause the lease to NMS to cease or terminate.
- 3.13 If NMS's interest in or right to use and occupy the premises terminates for any reason, this Agreement will thereupon determine without notice and the Licensee has no, and will make no, claim against NMS by reason thereof. Any Fees and Outgoings already paid for future Uses will be refunded to the Licensee.
- 3.14 The Licensee agrees to pay to NMS all the cost of replacement of locks and keys if the Licensee fails to return them as directed by the Event Manager.
- 3.15 The Licensee agrees to maintain a tobacco and drug free environment at the Premises at all times.
- 3.16 The Licensee must ensure that any use of the premises does not exceed the maximum capacity for the Premises determined in accordance with relevant laws, statutes and codes and will comply with all requirements of the Protection of the Environment Operations Act 1997.
- 3.17 The Licensee must ensure that any use of the Premises does not exceed any maximum capacity for the Premises determined in accordance with relevant laws, statutes and codes.

3.18 The Licensee will investigate all government regulations, codes and requirements regarding COVID-19 controls and will ensure that it complies with these when using the Premises.

4. Insurance, Risk and Indemnity

- 4.1 The Licensee agrees that NMS will not be liable for or in respect of any loss or damage of any nature whatsoever suffered by the Licensee or any person arising from the Licensee's use of the Premises. The Licensee indemnifies NMS against any claims for or in respect of any such loss or damage.
- 4.2 The Licensee will insure against legal liability to the extent of not less than \$20,000,000 or such other amount agreed in writing by NMS. The Licensee will supply to NMS from time to time as and when required proof of payment of the premium for that insurance and of the currency of the policy.
- 4.3 Pursuant to clause 4.2, if required by the NMS or if the Licensee deems it necessary, the Licensee will obtain for the full period of the Licence a current Public and Products Liability Insurance for the amount stipulated in clause 4.2, being that of \$20,000,000 or such other amount agreed in writing by NMS and the Licensee will update its Public and Products Liability Insurance if necessary and provide proof to the Licensor that they are fulfilling this obligation.
- 4.4 The Licensee will list NMS as an interested party on the insurances mentioned in clauses 4.2 and 4.3 and the onus is on the Licensee to provide proof of compliance with this obligation if requested by NMS.

- 4.5 Where the Licensee has obtained any Public and Products Liability insurance pursuant to clause 4.3 it will keep this insurance applicable for the Period of the Licence. NMS reserves the right to request a copy of the Licensee's Public and Products Liability Insurance Certificate at any time to ensure that the Licensee is fulfilling its obligation under this Licence.
- 4.6 In the event of NMS or its lessor, without any fault on its part, being made a party to any litigation commenced by or against NMS, the Licensee will indemnify and save harmless NMS and its lessor in respect thereof or any matter or thing arising thereout or connected therewith.
- 4.7 The Licensee will not do or omit to do or permit or suffer to be done anything which might cause nuisance or annoyance to NMS or to the owners or occupiers of adjoining or adjacent properties.
- 4.8 The Licensee acknowledges and declares that no promise, representation, warranty or undertaking, express or implied has been given or made by or on behalf of NMS in respect of the suitability of the Premises for the Licensee's purposes, for any activity to be carried on therein or in respect of the fittings, finishes, facilities and amenities of the Premises or the use of the Premises which is or may be permitted under any Council regulation. In the event that the Premises are considered unsuitable for use, the Licensee must refrain from use and notify NMS.
- 4.9 The Licensee acknowledges that it must and that it is its responsibility to determine that the Premises are safe for the Permitted Use prior to commencement of any use. In

the event that the Premises are considered unsuitable for use, the Licensee must refrain from use and promptly notify NMS. In the event that the Premises cannot be made suitable economically and in time for the Permitted Use the Licence will terminate as if clause 3.13 had been activated.

- 4.10 On default or breach of the Licence by the Licensee, or if the Licensee fails to pay any money due, do or effect any work in accordance with this Licence or with any consent or approval of the Licensor, NMS may pay, do or perform the work as if it were the Licensee and at the Licensee's cost.
- 4.11 NMS may enter and remain on the Premises to do or effect anything referred to in Clause 4.10 and the Licensee must pay to the Licensor the Licensor's cost and expenses incurred or paid in doing or effecting that thing.
- 4.12 The Licensee agrees that this Agreement does not create the relationship with NMS of landlord and tenant and that it is not its intention to create the relationship with NMS of landlord and tenant.
- 4.13 The Licensee agrees that it is its responsibility to provide a current First Aid Kit (suitable for its activity) in the Premises at all times it is using the Premises and shall show the Kit to a NMS member as directed by the NMS.
- 4.14 The Licensee acknowledges that should it be necessary for NMS to carry out works or works that would limit the Licensee's use of the Premises on the relevant date, the Permitted Use may not be possible on that date and the Licensee will not be charged under this agreement.

4.15 The Licensee will inspect the Premises before the Permitted Use and report to NMS any hazards or unsafe conditions, together with proposals for remedial actions as soon as possible.

5. Term and purpose of Licence

5.1 The start and end times of each Permitted Use under the Licence are set out under the definition of the Term. Access to the Premises before or after the approved time is not permitted unless prior arrangements have been made with NMS. Setting up and cleaning of venue needs be completed during this period.

5.2 Event usage of the Premises is licensed for the Term on a continuing basis under this Agreement.

5.3 NMS reserves the right to cancel any booking for a particular Permitted use already made for whatever reason. Any monies paid for that particular Permitted Use will be fully refunded. NMS is not be liable for any loss or other consequence of the exercise of any right stated within these terms and conditions.

6. Bond

6.1 NMS may require a bond to be paid for any particular Use of the Premises at least 14 days prior to that Permitted Use. NMS will inspect the venue after the particular event. If the Premises have been left in a satisfactory condition, NMS will refund the bond to the Licensee within 3 weeks after the Permitted Use. Any costs incurred for additional cleaning or repairs to be carried out as a result of the event, will be deducted from the bond before the balance is refunded.

7. Decorations

7.1 The Licensee must not affix any decorations to walls, floors, or ceiling of the Premises with nails, screws or hooks. All other decorations must be removed after each event. If permitted by NMS, smoke machines must not interfere with fire alarm detectors. Cleaning costs will be deducted from the bond if these terms and conditions are not adhered to. The use of confetti or fireworks is prohibited.

8. Cleaning

8.1 The Licensee must ensure the Premises are left in a clean and tidy condition by, at least, doing the following:

- Washing exposed surfaces and wipe down prior to and after the event takes place.
- Provide its own commodities such as sanitising and cleaning materials and garbage bags.
- Return furniture and equipment to their former locations.
- Place rubbish from internal bins into sealed bags and remove bags from the venue.

8.2 If the kitchen/kitchenette is used, any appliances must be cleaned. All crockery and cutlery must be washed and put away in cupboards. Benches and sink must be cleaned and left clear. Toilets are to be left clean and tidy.

9. Alcohol

9.1 Alcohol is not be consumed on the Premises or anywhere else on the NMS site.

SCHEDULE B – PLAN OF THE PREMISES

