



DARLING PARK

CASUAL LICENCE AGREEMENT

THIS LICENCE AGREEMENT is made between

You _____ Phone _____
AND _____

Us JONES LANG LaSALLE of Darling Park Phone: 02 269 9800
201 Sussex Street, Sydney

RECITALS

- A. **We** manage the **centre** on behalf of the **owner** and are authorised to enter into this **licence**.
- B. **We** have agreed to allow **you** to use the **licensed area** for the **permitted use** provided that **you** comply with this **licence**.
- C. In this **licence**:

you: means _____, and where relevant includes **your** employees, agents or any persons **you** allow on the **licensed area** or in the **centre**.

we, us, our: means Jones Lang LaSalle (NSW) Pty Ltd (A.B.N. 37 002 851 925) or any manager, employee or any person **we** authorise.

centre: means the land and retail shopping and office and commercial centre situated at Darling Park
201 Sussex Street SYDNEY NSW 2000 and includes the **licensed area**, common area, buildings, structures and property.

lease: means the lease between **you** and the **owners** for premises at the **centre**, registered number 7848134V.

licence: means this **licence**, the **Schedules** to this **licence** and the plan attached.

licence fee: means \$ _____ (plus GST)

licence period means the period of time commencing on the **start date** and ending on the **expiry date**. **start date:** means _____ **Time:** ____ **expiry date:** means **Time:** 2100 _____.

licensed area: means (1) the Star Court (downstairs area of the Forecourt Building) (2) the Gallery Level (upstairs area of the Forecourt Building) (3) the Star Court and the Gallery Levels (entire Forecourt Building) (4) the Pavilion (5) Southern Pavilion [Delete alternatives] being the **licensed area** cross hatched on the plan attached and includes **our** or the **owner's** property within the **licensed area**.

owner: means DPT Operator Pty Limited (ACN 092 182 888) and DPPT Operator Pty Limited (ACN 092 173 754).

permitted use: means (1) exhibition space (2) film production (3) Dinner function (4) Cocktail function (5) conference space (6) Wedding Reception [Delete alternatives]

Schedules means collectively the Construction Work Schedule, the Schedule of Insurance Requirements, the Schedule of Fees and the Schedule of Contractors

your contractors means the contractors with whom **you** have agreements in relation to this **licence**, being the contractors set out in the Schedule of Contractors. The liability of **your contractors** is /is not covered by **your** public liability insurance policy.[Establish before signing agreement]

by signing this agreement you agree that your contractors **means the contractors with whom you have agreements in relation to this licence, being the contractors set out in the Schedule of Contractors and that the liability of your contractors is covered by your public liability insurance policy. And the liability of your invitees is covered by your public liability insurance policy**

your property: means **your** property inside the **licensed area** and includes **your** goods, fittings, signs and equipment.

WHAT YOU MUST DO PRIOR TO THE START DATE

1. **You** must pay **us** the **licence fee** within 7 days of booking the **licensed area**. If **we** do not receive the **licence fee** within this time **we** reserve **our** right to cancel **your** booking without any further notice.
2. If **you** have paid the **licence fee** and **you** cancel your booking the **licence fee** will be refunded as follows:
 - Cancellation 6 weeks prior to **start date** - Full deposit refund.
 - Cancellation 4 weeks prior to **start date** - 50% deposit refund.
 - Cancellation 2 weeks or less prior to **start date** - nil refund.
1. **You** must pay **us** the **licence fee** and any other money **you** owe **us**, 7 days after booking the function. The **licence fee** has been calculated on the basis of the Schedule of Fees attached. Any additional services or equipment required by **you** are at **your** cost and are subject to **our** approval.
2. The **licence fee**, costs, charges and expenses (“the amounts”) payable by **you** to **us** under this **licence** do not include any goods or services tax, value-added tax, consumption tax or similar tax (“GST”).

If any GST is incurred or payable by or collectable from **us** in respect of supplies under this **licence**, **you** must pay or reimburse **us** for any GST or indemnify **us** for any GST, in addition to the amounts.

The GST must be paid or reimbursed by **you** to **us** at the earlier of:

 - a) when **we** are required to remit the GST; or
 - b) the same time as when the amounts payable by **you** are required to be paid to **us**

We must promptly provide **you** with an invoice or receipt, which is in an approved form for GST purposes.
5. **Interest** shall be charged on any unpaid monies. Interest will be calculated daily from the due date up to and including the date the funds are received by **us**.
6. **You** must provide **us** with a copy of the proposed furniture set-up and schedule of **your** event including timetable of entertainment, delivery of equipment, food, beverages etc, at least 1 week prior to **your** event. The use of the **licensed area** by **you** is conditional on **us** providing approval in our absolute discretion.

YOUR OBLIGATIONS AND USE OF THE LICENSED AREA

6. **We** grant to **you** and **you** take a non-exclusive **licence** to use the **licensed area** for the **permitted use** on the terms set out in this **licence**.
7. The **licence** begins on the **start date**. It ends at midnight on the **expiry date** unless terminated earlier or otherwise approved by **us**. **You** may allow **your invitees** and **your contractors** and your employees and agents to enter the **licensed area** for the **permitted use**. Access will be allowed to the **licensed area** during the following hours:
 - a) For the purpose of setting up for **your** event in the Star Court only:
 - b) Entry to **your invitees**:
 - For a cocktail function -
8. **We** may enter the **licensed area** for inspection or to carry out maintenance repairs or building work at any time.
9. While using the **licensed area** **you** must obey the following rules:

- a) Use of walls for display purposes, nails, staples or tape attachment to furniture, plants, floor or ceilings is not permitted unless **you** obtain **our** consent. Any damage sustained will be **your** responsibility and must be paid for by **you**.
 - b) Deliveries of all hire equipment must be approved by **us**.
 - c) Entrance fees are strictly prohibited.
 - d) The **centre** is a non-smoking venue. Smoking, including the use of smoke machines is prohibited in the **centre**.
 - e) External catering companies are permitted to use heating ovens but they must be electric - gas bottles are not permitted in the **centre**.
 - f) Caterers must hold a current restaurant and Catering Association "**Gold Licence**".
 - g) All rubbish is to be removed from the **centre** by **you** by the **expiry date**. The kitchen is to be left in a clean and tidy state.
 - h) If beverage areas are set up within the **licensed area**, the floor must be protected with plastic to ensure no staining occurs on the limestone.
 - i) All hire furniture and equipment is to have adequate protection on legs and feet (i.e. rubber caps) to ensure no damage occurs to any finishes within the **licensed area**. **You** must obtain **our** consent before any equipment is set up.
 - j) External catering companies are not permitted to use the licensed space of the food operator at the **centre**.
 - k) **You** must not do anything that is or may be dangerous, annoying or offensive or that may interfere with other tenants or people in the **centre** or adjacent buildings.
 - l) **You** must not move any of **our** or the **owner's** furniture or possessions (including the lamps and pot plants).
 - m) **You** must not permit any helium balloons in the **licensed area**.
 - n) **You** must not permit any animals to be brought onto the **licensed area**.
10. If **you** breach this **licence**, including any of the rules in clause 9, we may immediately terminate the **licence** and re-enter and take possession of the **licensed area**.

YOUR OBLIGATIONS AFTER YOUR EVENT

- 11. **You** must immediately fix any damage **you** do to the **centre**
- 12. On the **expiry date you** must vacate the **licensed area** and give it back to **us** in the same condition as it was in at the **start date**. If external caterers have been used **you** must ensure that all their rubbish is removed or **we** will remove it at **your** cost. **You** must make sure all **your property** and **your invitees'** property is removed. Anything left becomes **our** property and **we** may keep it or dispose of it.
- 13. All hire furniture and equipment is to be removed to the **centre** loading dock and stacked neatly in a pre-designated area immediately after **your** event. Goods should be collected no later than 7.00a.m. the following morning so as not to interfere with the normal operation of the **centre**.
- 14. After the function has completed, we will carry out an inspection of the areas used by **you**. If any damage has occurred or additional cleaning is required **we** will invoice **you** separately.

YOUR OBLIGATIONS GENERALLY

- 15. **You** and **we** must comply with the Schedule of Insurance Requirements. If **you** do not comply with the Schedule of Insurance Requirements **we** reserve **our** right to cancel **your** booking without any further notice. If **we** cancel **your** booking because **you** have not complied with the

Schedule of Insurance Requirements 14 days prior to the **start date we** will not refund **your** deposit.

16. **You** occupy and use the **licensed area** at your own risk. **You** indemnify **us** and the **owner** against any action, demand, cost, expense or liability due to any damage, loss, injury or death, caused by:
 - (i) **your** act or negligence; or
 - (ii) **your** use or occupation of the **licensed area** or the **centre**
 - (iii) loss of **your** or **your invitees'** possessions.
17. If **you** or **your contractors** are performing any **Construction Work** in the **centre**, **you** must comply with the Construction Works Schedule.
18. If **you** consist of two or more persons each person is liable for the obligations individually and together with each other person.
19. **You** must obey all relevant laws.

Signed on behalf of **You**:

.....
Signature of Authorised Person

.....
(Print Name)

Signed on behalf of **Us**:

.....
Signature of Authorised Person

.....
(Print Name)

Attachments:

- Schedule of Insurance Requirements
- **Our** certificate of currency of insurance – N/A
- Plan

SCHEDULE OF INSURANCE REQUIREMENTS

1. **We** must and the **owner** must have in effect for the whole of the **licence period** a public liability insurance policy for not less than \$10,000,000.00 for any single claim. A copy of **our** and the **owner's** certificates of currency evidencing these policies is attached to this **licence**.
2. **You** must have in effect for the whole of the **licence period** a public liability insurance policy that complies with the requirements set out in clauses 3 and 4 of this Schedule. Unless the liability of **your contractors** is covered under **your** insurance policy, **you** must ensure that **your contractors** also have in effect for the whole of the **licence period** a public liability insurance policy that complies with the requirements set out in clauses 3 and 4.
3. **Your** insurance policy (and **your contractors'** insurance policies, if required by clause 2) must:
 - a) be for not less than \$10,000,000 for any single claim; and
 - b) note the **owner's** interest as owner of the **centre** and **our** interest as manager of the **centre** and contain a cross-liability clause.
4. **Your** insurance policy must be taken out in **your** name as licensee. If **your contractors** are required to take out separate insurance under clause 2, their insurance policies must be taken out in their names as contractor and must note **your** interest as licensee.
5. **You** must give **us** evidence of **your** insurance at least 14 days prior to the **start date**. If **your contractors** required to take out separate insurance under clause 2, you must also give **us** evidence of **your contractors'** insurance(as applicable) at least 14 days prior to the **start date**.
6. Despite clause 3, **you** acknowledge and agree that **your** insurance policy under **your lease** is applicable to the **licensed area** for the **licence period**, and in the event that any damage is caused to the **licensed area** or the **centre**, or a third party liability issue arises through **your** use or occupation of the **licensed area** or the **centre**, **your** insurance policy arrangement must respond.

CONSTRUCTION WORKS SCHEDULE

1. In this Schedule and in clause 17:
 - (a) **Construction Work** means any construction work within or about the **licensed area**, as “construction work” is defined by clause 3(1) of the **OHS Regulation**, which includes any alteration, renovation, repair or maintenance work within or about the **licensed area** where:
 - (1) the cost of the work exceeds the relevant threshold amount specified in the **OHS Act** or the **OHS Regulation** from time to time; and/or
 - (2) the work, or any component of the work falls within the definition of “high risk construction work” as defined by clause 209 of the **OHS Regulation**; and/or
 - (3) the work is demolition work or asbestos removal work for which a licence is required under the **OHS Regulation** (regardless of the cost of the work);
 - (b) **Your Construction Work** means any **Construction Work** carried out by **you** or on **your** behalf, including any **Construction Work** carried out **you** or on **your** behalf as our or the **owner’s** agent;
 - (c) **OHS Act** means the Occupational Health and Safety Act 2000 (NSW); and
 - (d) **OHS Regulation** means the Occupational Health and Safety Regulation 2001 (NSW).
2. **We** and **the owner** appoint **you** as the principal contractor for all of **Your Construction Work** for the purposes of the **OHS Regulation**.
3. **You** acknowledge and agree that, as principal contractor, **you**:
 - (a) are responsible for **Your Construction Work** at all times until **Your Construction Work** is completed; and
 - (b) must ensure that **Your Construction Work** is carried out in accordance with the requirements of the **OHS Regulation** and the **OHS Act**.
4. For the purposes of this Schedule and subject to your express obligations under this **licence**, **we** and **the owner** authorise **you** to undertake such steps as are necessary to discharge **your** responsibilities as principal contractor under the **OHS Regulation**.
5. **Your** appointment and authority as principal contractor for **Your Construction Work** under paragraphs 2,3 and 4 will commence on the commencement of **Your Construction Work** and will end on the completion of **Your Construction Work**.
6. Subject to paragraph 4, this Schedule overrides any other provision of this **licence** to the extent of any inconsistency.

PLAN