



BELCONNEN ARTS CENTRE

INCORPORATED  
118 Emu Bank BELCONNEN ACT 2614

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## General Conditions of Hire

### **Definitions**

In this agreement:

“Manager” refers to Belconnen Arts Centre Incorporated and its delegated agents.

“Hire” is equivalent to a “sub-licence” whereby the hirer must comply with the conditions of the Crown lease and the Licence between the ACT Government “owner of the building and the site” and the Manager. Refer to relevant extracts of Licence Appendix 1

“ACT Government” is the Australian Capital Territory which owns and maintains the property and contents of Belconnen Arts Centre.

“Conditions of Hire” means the terms and conditions for the hire of the specific area (venue) of Belconnen Arts Centre as determined by the Manager.

### **Opening Hours / Access Hours**

Belconnen Arts Centre is available for use seven (7) days a week.

General public opening hours are Tuesday – Sunday 10:00am – 6:00pm.

Staff are available Monday - Sunday generally between 9:00am – 6:00pm, except as required after hours for special events.

### **Ad-hoc or ‘One Off’ Venue Hire**

Applications for Venue hire must be submitted on the Venue Hire Application Form (Appendix 2) and will be confirmed by written notification to the prospective hirer by the Manager following consideration of available space and any relevant criteria specific to the space and or the proposed activity.

### **Hiring Periods of more than Three months**

Any hirers requesting hire of any space on a regular basis for more than three months must have their request also approved by the Owner. Such request will be referred by the Manager and may require a period of time to be confirmed or denied.

### **Cancellations**

Cancellations will only be accepted if more than two weeks (10 business days) notice is given prior to the date of the event. Cancellations made after this time incur a cancellation fee. The deposit will act as the cancellation fee.

### **Deposits**

A 20% deposit is due and payable upon acceptance of a booking. The imposition and the amount of any deposit may be varied at the discretion of the Manager.

Other deposits may also be required depending on the space being hired and the activity that will occur during the hire e.g. a cleaning deposit. This will depend on the conditions of hire specific for the space being hired.

### **Payment**

The hirer will pay to the Manager the amounts specified in the Hire Rates Document on the dates specified therein, which sums shall become the absolute property of the Manager. If any payment due in advance is not made or honoured, the Manager shall be at liberty to cancel the booking and the hirer will forfeit any payment already made.

### **Retention of Monies**

The Manager will retain a sum equal to the value of the obligations by the hirer under the conditions of hire which have not been met.

### **Expulsion for breach and termination of function**

The hirer occupies the premises as a licensee and the Manager reserves the right to remove person(s) or terminate the function due to any breach of the conditions of hire and/or misconduct by patrons, hirers and event crew.

### **Attendance**

The hirer or a responsible representative made known to the Manager must be present in the premises for the duration of the hire, with the exception of gallery hire, where the hire may go ahead unattended.

Depending on the area being hired and the activity that will occur during the hire, the hirer or a responsible representative made known to the Manager may be required to be at the premises outside the agreed hours of the hire. This will be detailed in the conditions of hire specific to that space.

### **Use of Premises**

The premises shall be consistent with the approved use of the premises permitted by the Licence (Appendix 1) and only be used for the activities, performances, or functions referred to in the booking application form and as agreed unless otherwise approved by the Manager in writing.

### **Security**

The Manager has the right to determine the level of security services required for the activity/event. The Manager will provide a briefing prior to occupation of any spaces.

Security services where they are required beyond the standard services provided, shall be provided at the hirer's expense and must be provided by registered and approved security personnel.

Hirers will be given limited access appropriate for use of Belconnen Arts Centre to set up equipment e.g. lights, air conditioning, sound, multimedia systems.

In the event that any building security has been breached, as a result of improper use on the part of the hirer, Belconnen Arts Centre reserves the right to cancel the agreement or impose further restrictions of use.

### **Supervision of Children**

Without limiting the hirer's obligation to supervise patrons and event crew, the hirer must ensure that all children under the age of 16 have adequate adult supervision at all times whilst in the premises for their own safety and to ensure that they do not damage or interfere with the proper running of the Belconnen Arts Centre.

All hirers dealing with or having any contact with children must have undertaken or be prepared to undertake a National Police Check and show evidence thereof.

### **Right of Entry**

Authorised employees of the Manager, security staff and any member of the ACT Police Service or Fire Brigade in the exercise or discharge of their duties may enter the premises at any time during the period of the hirer's occupation.

### **Callouts**

There will be a fee of \$250.00 for callouts where the hirer's activities result in a security breach, fire, incident requiring emergency services or the resetting of the building management system required during or following the function.

### **Sale of Liquor, Refreshments and Other Items**

The sale of liquor and refreshments may only be made by Belconnen Arts Centre. Exceptions may be made in the case of external caterers etc. for large events and functions, at the discretion of Management. Provision of liquor free-of-charge at openings, events etc may only be made by licensed providers. Belconnen Arts Centre and its surrounds are an otherwise liquor free zone. Where permission is granted by the Manager, all attempts should be made to use renewable and recyclable materials. Crockery and glasses are available for hire at an extra cost.

### **Chewing Gum**

Consumption of chewing gum is not permitted in any part of the premises or its surrounding grounds.

### **Smoking**

Belconnen Arts Centre and its immediate surrounds are a smoke free environment. Smoking is not permitted within the premises and, without limiting the remedies available for breach of this agreement, any person found smoking will be removed from the premises.

### **Emergency Exits**

All emergency exit doorways, passage ways and loading docks must be left clear at all times and exit signs left visible.

### **Photography/Television/Video**

Photography, recording, transmission or reproduction by television broadcast, sound broadcast or by any other means is only permitted in the premises with written approval by the Manager.

### **Copyright**

The hirer shall not infringe or breach or permit or suffer to be infringed or breached any copyright, performing right or any other protected right in connection with any exhibit, performance or function conducted in the premises. The hirer hereby indemnifies Belconnen Arts Centre against any claim for breach of copyright as a result of the hirer's actions.

### **Commencement of Hire**

The hirer will make every reasonable endeavour to commence the event, activity, exhibition or function for which they are hiring at the starting time notified to the Manager and specified in any advertising or promotion of the event activity, exhibition or function. Any necessary variation is to be notified to the Manager immediately.

### **Hirer's Risk**

The hirer uses and occupies the premises at the risk of the hirer and this agreement hereby releases and indemnifies to the full extent permitted by law Belconnen Arts Centre, the Manager, its officers, servants, agents and contractors in respect of all actions and claims of any kind resulting from:

1. Any accident, loss, theft, damage or injury to any persons or property occurring in or near the premises during the hirer's period of occupation.
2. Any loss or damage suffered by any person arising out of the exercise by the Manager of any right, power or discretion under this agreement.

### **Risk Management and Occupational Health and Safety**

All hirers are advised to undertake a Risk Management Plan for their activity. In doing so they must also cover all aspects of Occupational Health and Safety as required by legislation. Including the following:

- Covering the safety of all people employed recruited as volunteers or participating in activities;
- Undertaking National Police Check for employees and volunteer staff, including the protection of children;
- Safety checks on all equipment and materials to be brought on the premises and used in activities; and
- Provide for special needs where these are not available as part of the services of the premises.

### **Hirer's responsibility for patrons, event crew, staff, volunteers**

The hirer is responsible for the orderly conduct and safety of all patrons, staff, contractors and volunteers engaged by them whilst on the premises during the hirer's period of occupation.

### **Insurance**

The Manager confirms that it holds appropriate policies of insurance for public liability, staff and volunteers. The ACT Government holds insurances for building, contents and fire risk as listed in the Belconnen Arts Centre Asset register. Any equipment, materials and artwork left on site are the responsibility of the hirer except as agreed in the Gallery contract. Furthermore the hirer shall not keep anything, do anything, or permit anything to be done on the premises that would invalidate or breach the conditions of any insurance policies that the Manager holds.

The hirer shall obtain in its own name public liability insurance in an amount reasonably required by the Manager, evidence of which shall be provided to the Manager not less than 7 days prior to the period of hire. The hirer's insurance should include but is not limited to, covering them and their students, members, or participants for public liability, accident, workers compensation, and volunteers as well as anyone whom they engage as staff and on a contractual basis.

Individuals wishing to hire a space who are connected with a group or association holding the appropriate insurances may book the space under the auspice of said group or association with their permission. The booking should be requested via the organisation on behalf of the individual.

### **Decorations, Alterations and Repair of Damage**

**Decorations:** Any proposed decorations and method of fixing or attachment must be approved by the Manager. No tape, temporary adhesive such as bluetac, pins or other fixings are to be attached to painted and glass surfaces. All decorations must be removed by the day and time agreed to by the Manager. Otherwise the cost of removal and any repair will be added to the hire charge.

**Alterations and additions to the structure:** The hirer will not make any alterations or additions to the structure, fittings, decorations or furnishings at Belconnen Arts Centre.

**Repair of Damage:** All damage must be reported to the Manager immediately. The hirer shall be liable for all damage and shall pay the cost of repair of any damage caused to the premises which occurs during the period of the hirer's occupation of the premises.

#### **Suspended Objects**

Suspension of objects from any ceilings or suspended structures in the premises is not permitted unless previously approved by the Manager. A full specification and detailed description is to be provided for approval. Specific hanging points are provided in the Gallery and Dance Space. Others may be provided upon application.

#### **Firearms and Dangerous Substances**

No pyrotechnics, firearms or inflammable liquids shall be brought into the premises unless previously approved by the Manager as being necessary for the event or function.

#### **Additional Electrical Fittings and Equipment**

Additional electrical fittings or equipment shall not be brought into the premises unless previously approved by the Manager. The hirer shall pay all costs associated with such fittings or equipment including the cost for any necessary additional staff required.

#### **Removal of hirer's property at conclusion of hire**

All properties, goods and effects of the hirer must be removed from the premises by the day and time agreed to by the Manager. Any such goods of the hirer left in the premises contrary to this subclause may be held by or removed by the Manager at the hirer's expense pending sale in accordance with the Uncollected Goods Act 1991. Belconnen Arts Centre shall not be responsible for any loss or damage suffered by the hirer.

#### **Engagement and employment of persons**

All persons engaged or employed by the hirer in connection with this agreement shall be engaged or employed on terms in compliance with the provisions of all relevant industrial agreements, awards and determinations and the hirer will ensure that all such persons are aware of their responsibilities and comply with this agreement.

#### **Revocation of Agreement**

If at any time in the opinion of Belconnen Arts Centre Inc:

1. there has been a breach or default of any condition by the hirer; or
  2. there is a likelihood that damage may be caused to the premises if the hirer exercises the rights granted by this agreement; or
  3. the performance or intended use of the space to be conducted; including but without limitation advertising or promotion thereof; is or is likely to be of a scandalous, libellous, obscene or objectionable character as determined by the Manager;
- then BAC may cancel the hire by giving notice in writing and the hirer will forfeit any payment already made, without prejudice to any right or remedy of Belconnen Arts Centre for any breach by the hirer of this agreement.

#### **Waiver of Conditions**

None of the provisions of this Agreement shall be taken to have been varied, waived, discharged or released by the Manager unless expressly consented to in writing.

#### **Discharge from agreement due to prescribed events**

In the event of Belconnen Arts Centre or the hirer being unable for any period to perform and discharge their contractual obligations arising out of this Agreement due to strike, civil disturbance, war or act of God, then the parties shall be relieved of their respective obligations accruing and occurring during such period, provided that the time for the hire of this agreement shall not be extended as a result thereof except by the written agreement of both parties.

#### **Duty of Care**

The duty of care for students, particularly children, will remain the responsibility of the hirer. Belconnen Arts Centre and the Manager do not accept responsibility for children before, during or after a program or service being provided by the hirer.

#### **Advertising and Promotions**

The Manager will promote all activities taking place within Belconnen Arts Centre via the following methods: Regular media releases and invitations prepared, printed and sent out highlighting quarterly program activities at the Belconnen Arts Centre. See Gallery Conditions of Hire for exceptions.

Information will be circulated electronically to members of the extensive Belconnen Arts Centre contact database, will feature on screen displays outside and within the building and through the Belconnen Arts Centre website.

Additional promotional material such as paid advertising, posters and flyers remain the responsibility and cost of the hirer. Any advertising or promotional material must include the Belconnen Arts Centre logo (available from the Manager), and must be presented to the Manager for approval.

Notwithstanding the services provided to the hirer by the Manager, the hirer is to submit a marketing plan, as well as a copy of all material that will be released to the media, prior to its release. All posters, advertisements, programmes or other literature relating to an activity, exhibition, performance or function must be submitted to the Manager for approval at least 7 days prior to printing. All such material must acknowledge Belconnen Arts Centre and display the official logo in full alongside appropriate acknowledgement of the centre as required by the Owner, and any other acknowledgements of other funding, sponsorship or partners to the activity being advertised.

#### **Display of Advertising Material**

Positioning of all posters and all advertising material outside of BAC site shall be the responsibility of the hirer and any disturbance, disruption or annoyance caused by such material to any person shall be rectified by the hirer.

#### **Media contact**

The hirer should endeavour, wherever possible, to make themselves available for any interviews etc. with the media that may be initiated via Belconnen Arts Centre. Any other media that may involve promotion of the any aspect of programs, events or activity at the centre must be advised in advance to the Manager. The Manager reserves the right to reject such media activity and/or cancel any commitments if deemed inappropriate or to jeopardise the reputation of Belconnen Arts Centre Incorporation.

#### **Internet access**

Internet access may be made available as part of a separate agreement with Belconnen Arts Centre. This access is provided on a metered pay-to-use basis.

#### **Acceptable use of IT Systems**

Any use of IT systems within the centre is subject to the hirer agreeing to conform to the Belconnen Arts Centre Acceptable Use of IT Systems policy.

#### **Dispute Resolution**

If a difference or dispute (Dispute) arises in relation to the signed Hiring Contract, then either party may give written notice to the other that a Dispute exists, which specifies details of the Dispute. The parties agree that, following the issue of that notice, they will make every endeavour to resolve the Dispute by negotiations in the first instance, including by referring the Dispute to persons who have authority to intervene and direct some form of resolution.

If the Dispute has not been resolved within 28 days of the notice of the Dispute, then the parties agree that they will undertake a mediation process. The mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the chairperson of The Institute of Arbitrators and Mediators Australia, ACT Chapter. Unless otherwise agreed, the parties will share the costs of the engagement of the mediator.

Nothing in this clause will prejudice the rights of either party to institute proceedings to enforce the Deed or to seek injunctive or urgent declaratory relief in respect of any Dispute.

## APPENDIX 1 to the Belconnen Arts Centre Conditions of Hire

### Extracts from Licence between ACT Government and Belconnen Arts Centre Incorporated

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#### 6. Air-Conditioning and Heating

##### 6.1 No interference

The Licensee will at all times comply with the reasonable requirements of the Licensor in relation to the Air-Conditioning System. The Licensee will not do or permit or suffer to be done, anything which, in the reasonable opinion of the Licensor, might interfere with or impair the efficient operation of the Air-Conditioning System including the use of any heating or cooling devices or any other devices.

#### 9. Use of Premises

##### 9.1 Use of Premises

The Licensee must not use or occupy the Premises except for the use set out in Item 9 or any such other purpose consented to by the Licensor in writing.

##### 9.2 Crown lease

The Licensee must not use the Premises for any purpose other than as permitted by the Crown lease for the Land or any superior occupancy agreement in respect of the Premises.

##### 9.3 No interference

The Licensee must not do anything in or about the Premises or the Building which, in the reasonable opinion of the Licensor:

1. is noisy, obnoxious, immoral, offensive or a nuisance or disturbance to the Licensor or other persons using the Building or the Land;
2. may be the cause of damage or vibration; or
3. interferes with the orderly operation of the Building.

##### 9.4 No warranty as to suitability

9.4.1 The Licensee acknowledges that no promise, representation, warranty or undertaking has been given by or on behalf of the Licensor as to the suitability of the Premises, the Building or the Land for any purposes or as to the fittings, finishing, facility and amenities of the Premises, the Building or the Land, except as contained in this Licence. The Licensee must satisfy itself in respect to the use to which the Premises may be put and acceptance of this Licence acknowledges full knowledge of any prohibitions or restrictions on the use of the Premises, including any imposed by law.

9.4.2 Where the permitted use of the Premises requires the consent of any authority, the Licensee must obtain that consent at its own expense. The Licensee must keep current the licenses and permits required to carry on its activities from the Premises.

##### 9.5 Signs

The Licensee must not fix or place any sign, notice, advertisement or other thing on any part of the Premises or the Building without the consent in writing of the Licensor and then only in such colour, size and style and in such places as approved by the Licensor, such approval not to be unreasonably withheld.

##### 9.6 Compliance with laws

The Licensee must comply, at its expense, with all laws and the requirements of any authority in connection with the Licensee's use or occupation of the Premises.

##### 9.7 Keep clean

The Licensee must:

1. keep the Premises and immediate surroundings clean and tidy, and free from refuse and vermin; and
2. allow reasonable access to the Premises by the Lessor, and its employees, agents and contractors, to enable it to carry out any obligation required by this Licence.

##### 9.8 Statutory notices

9.8.2 If the Licensee receives a notice from any authority in respect of the Premises, the Licensee must immediately notify the Licensor in writing.

9.8.3 The Licensee must comply promptly with all notices received from any authority in respect of the Premises except such notices as would have been given irrespective of the Licensee's use and occupation of the Premises.

#### **9.8.4 Notice of defect**

The Licensee must immediately give notice to the Licensor of any damage to the Premises and any accident affecting water, gas or oil pipes, electrical wiring, the Air-Conditioning System or any defect in them and any other fittings, fixtures or facilities provided by the Licensor.

#### **9.8.5 Infectious illnesses**

If any infectious illness occurs in the Premises, the Licensee must immediately notify the Licensor and have the Premises fumigated and disinfected by a suitably certified contractor, at the expense of the Licensee, to the satisfaction of any relevant authority.

#### **9.9 Rubbish**

The Licensee will keep the Premises free from rubbish including placing all rubbish in proper receptacles that the Licensee will install. The Licensee will arrange for the regular clearing of the receptacles and the regular removal of all rubbish. The Licensee will not create any rubbish or deposit any rubbish on the Common Area except for collection in such proper receptacles as are approved by the Licensor from time to time.

#### **9.12 Flammable liquids and substances**

9.12.1 The Licensee must not store or use chemicals or flammable, volatile or explosive substances on the Premises and must not in any way create any actual or potential fire hazard in the Premises.

9.12.2 The Licensee must permit the Licensor to enter the Premises at any time to control any actual or potential fire hazard and if the hazard, in the reasonable opinion of the Licensor, results from the use of the Premises by the Licensee, the Licensee must pay to the Licensor immediately on notification, the costs of the Licensor in carrying out that work.

### **10. Alterations and Fitout**

#### **10.1 No alterations without consent**

The Licensee will not, without the prior written consent of the Licensor, make any alterations or additions in or to the Premises or permit or suffer the same to be made. The Lessor may, in its absolute discretion, refuse to consent to any proposed alterations or additions.

10.1.1 The Licensee will not mark, paint, drill or in any way deface or damage the walls, partitions, ceiling, floor or surrounds of the Premises.

10.1.2 The Licensee must, in the course of any alterations or additions:

- (1) comply with the requirements of the Licensor and all relevant authorities; and
- (2) if required, use persons nominated or approved by the Licensor to carry out the work.

#### **10.2 Installing equipment**

The Licensee will not, without the prior written consent of the Licensor, install any water, electrical or gas fixture or appliance or any apparatus for light, air, heating or cooling.

#### **10.3 Heavy installation**

The Licensee will not bring in or on the Premises any fixtures or goods:

- (1) of such nature, weight or size; or
- (2) creating such noise or vibration in their operation,

such as to cause or, in the reasonable opinion of the Licensor, be likely to cause, any structural or other damage to the floors or walls or any other part of the Premises. Any damage to the Premises caused by the movement or placement of any such items will be made good at the Licensee's expense.

#### **10.4 Grease trap**

If the Premises are at any time connected to a grease trap or a triple interceptor, the Licensee must regularly clean, service, maintain, repair and empty it.

#### **10.5 No obstruction of light or air**

The Licensee must not obstruct the flow of air to or from or the admission of light to the Premises except for curtains or blinds approved by the Licensor, which approval will not be unreasonably withheld.

### **11. Repairs, Maintenance and Replacement**

#### **11.3 Repair obligations**

11.3.1 Subject to clauses 11.3.3, 11.3.4 and 11.3.5, the Licensor must keep the Licensor's Property in good and tenantable repair and condition having regard to the condition of the Premises at the Commencement Date.

- 11.3.2 The Licensee must maintain and keep the Licensee's Property in good and tenantable repair and condition.
- 11.3.3 The Licensor's obligation to repair under subclause 11.3.1 will not apply when the requirement for repair arises as a result of the negligence or act or omission of the Licensee or the Licensee's employees, agents, contractors or invitees. The Licensee must repair or replace any item of Licensor's Property requiring repair or replacement as a result of the negligence or act or omission of the Licensee or the Licensee's employees, agents, contractors or invitees.
- 11.3.4 The Licensor may require the Licensee to contribute an amount for each item of repair of the Licensor's Property as set out in Item 12. The Licensor will be under no obligation to repair unless and until the required contribution is made by the Licensee to the Licensor.
- 11.3.5 The Licensee must maintain the Licensor's Property to a standard equivalent to that at the date of first occupation by the Licensee (or, if the Licensor has upgraded the Licensor's Property, to the upgraded standard).

#### **11.4 Replacement obligations**

- 11.4.1 Subject to subclause 11.4.2, the Licensor will replace any Licensor's Property which, in the Licensor's reasonable opinion, requires replacement.
- 11.4.2 The Licensor's obligation to replace the Licensor's Property will not apply when the requirement to replace arises as a result of the negligence or act or omission of the Licensee, or the Licensee's employees, agents, contractors or invitees or the failure of the Licensee to maintain the Licensor's Property.
- 11.4.3 The Licensee will be responsible for the replacement of the Licensee's Property.

#### **11.5 Make Good**

The Licensee must, at the time of, or immediately before, the expiration of the Licensee's occupancy (and in this regard time is of the essence);

- (1) carry out repairs as required by this clause;
- (2) reinstate all floor coverings, light and power outlets, switches, telephone outlets, fire sprinklers and air-conditioning and any other fixtures or fittings of the Licensor;
- (3) remove all signs, notices, advertisements, ornaments or other things placed by the Licensee on the Premises;
- (4) remove the Licensee's Property and make good any damage arising as a result of the removal;
- (5) leave the Premises in a clean and tidy condition, free from all rubbish; and
- (6) peaceably surrender and yield up the Premises.

#### **11.6 Notices to repair**

- 11.6.1 The Licensor may, at any time, serve on the Licensee a notice in writing of any defect which the Licensee is required to repair. The Licensee will repair the defect within 21 days of the date of service of the notice (or such other period as agreed). The Licensor may specify a period of less than 21 days within which to repair the defect if the defect is likely to cause damage to the Premises or Building or may cause injury to any person.
- 11.6.2 Where the Licensor is required to repair, due to the default of the Licensee, the Licensee must pay to the Licensor the cost of those repairs and any associated expenses within 7 days of notification of the amount.

#### **11.7 Leaving Licensee's Property, goods or fixtures behind**

To the extent permitted by law, if the Licensee leaves any Licensee's Property, goods or fixtures in the Premises for more than 21 days after the expiry or termination of this Licence, the Licensor may dispose of them in any way the Licensor sees fit. In addition, any such Licensee's Property, goods or fixtures will, at the Licensor's election, become the Licensor's property absolutely and the Licensor may deal with them without accounting to the Licensee or being required to compensate the Licensee for the same.

#### **11.8 Other services**

- 11.8.1 During the Term, and any extension or renewal of it, the Licensor must maintain in good working order the lifts, fire services and any other services within the Premises and the Building which are the responsibility of the Licensor.
- 11.8.2 If any of the services specified in this subclause:
- (1) malfunction;
  - (2) become unsafe; or
  - (3) are otherwise incapable of being operated as a result of any cause,
- 11.8.3 The Licensor will, within a reasonable time after receipt of written notification from the Licensee, repair or replace the services (or part of the services) with services of an equivalent type and quality.

11.8.4 The Licensor will not be required to repair or replace any of the services referred to in subclause 11.8.1 where the repair or replacement arises as a result of the negligence or default of the Licensee or the Licensee's employees, agents, contractors or invitees.

## **12. Insurance**

### **12.1 Insurance Determination**

12.1.1 The Licensee warrants that it has done all things necessary to enable the Licensor to comply with the Insurance Determination.

12.1.2 The Licensee covenants that during the Term it will not act in a manner, which will place the Licensor in breach of its obligations under the Insurance Determination.

12.1.3 The Licensee warrants it has provided an activity schedule in accordance with the Insurance Determination, attached as Schedule 3 and that the contents of the activity schedule are true and correct.

12.1.4 The Licensee warrants that if it varies its activities, from those set out in Schedule 3, it will provide the Licensor and the ACT Insurance Authority (or any substituted body) with an updated activity schedule and insurance policy (if required by the relevant Insurance Determination).

### **12.2 Public Liability**

The Licensee, during the Term and any holding over under this Licence, must keep current a public risk liability policy for an amount for any single occurrence of not less than the amount referred to in Item 11. The policy must indemnify the Licensor against all actions and demands of any kind arising from the use and occupation by the Licensee and/or the Licensee's employees, agents, contractors and invitees of the Premises. The policy must note the Licensor's interest.

### **12.3 Other Insurance**

The Licensee will be responsible for insuring the Licensee's Property and all other property of the Licensee in the Premises.

### **12.4 General obligations not to increase Licensor's insurance**

12.4.1 The Licensee must not do, or permit to be done, anything that would result in any insurance in relation to the Premises being:

(1) unenforceable;

(2) voidable; or

(3) likely to increase the rate of premium on any insurance taken out by the Licensor (except with the approval of the Licensor in writing).

### **12.5 Fire regulations**

12.5.1 The Licensee must comply with the insurance, sprinkler and fire alarm regulations in relation to any partitions and other permitted fixtures or fittings which may be erected by or on behalf of the Licensee on the Premises.

12.5.2 The Licensee must pay the Licensor the cost of any alterations to the sprinkler or fire alarm installations that may become necessary by reason of any non-compliance by the Licensee with the relevant Australian Standards (determined by Standards Australia or any substituted body), directions or orders of any relevant authority and/or the requirements of the insurer.

### **12.6 Production of policy**

12.6.1 The Licensee, in respect of any policy of insurance to be taken out by the Licensee, must, on request, produce to the Licensor either a:

(1) policy of insurance; or

(2) certificate of currency for the policy.

## **13. Indemnity and Release**

### **13.1 Risk**

The Licensee will occupy, use and keep the Premises at its own risk.

### **13.2 Indemnity**

The Licensee indemnifies the Licensor, its employees, agents and contractors against liability in respect of all claims, costs and expenses and for all loss, damage, injury or death to persons or property caused or contributed to by the Licensee and/or its employees, agents, contractors or invitees in connection with this Licence, except to the extent that the Licensor has caused the relevant loss, damage or injury.

### **13.3 Claims to be made good**

The Licensee must, at its expense, make good the amount of all claims, loss, damage, costs and expenses, the subject of the indemnity in clause 13.2.

**13.4 Release**

To the full extent permitted by law, the Licensee hereby releases the Licensor, its employees, agents and contractors from all claims and demands of every kind and from all liability which may arise in respect of any death or injury to any person or any accident or damage to property of any kind or nature, in or near the Premises or the Land other than as may be caused by the wilful or negligent act of the Licensor, its employees, agents or contractors.

**14. No Compensation**

At the expiration or termination of this Licence, the Licensee will not be entitled to receive any form of compensation from the Licensor in respect of any Licensee's Property on the Premises.

**15. Damage or Destruction to the Premises**

**15.1 Damage or destruction to the Premises**

If the Premises or the Building or both are materially damaged or destroyed, and as a result, the Licensee cannot use or access the Premises, then the Licensor must, within 2 months, tell the Licensee whether or not the Licensor proposes to repair the Premises or the Building and if so, the approximate start and finish dates for the work. Meanwhile the Licensee must continue to use any part of the Premises that is useable, safe and accessible, and to obey this Licence as far as possible.

**22. Common Area**

**22.1 Common Area**

Subject to subclause 22.2, the Licensee and all persons authorised by it, will, at all times, have the right to use the Common Area as ancillary to its occupation of the Premises and, in common with other persons having rights to be on the Land:

- (1) to enter and leave the Premises;
- (2) to load or unload vehicles in any area designated for the purpose by the Licensor;
- (3) to park private motor vehicles or cycles in such a place and for such a time as the Licensor designates from time to time;
- (4) to use the toilets and washrooms as allocated by the Licensor from time to time; and
- (5) to place rubbish in such proper receptacles as are approved by the Licensor from time to time.

**22.2 Control of Common Area**

The Common Area will, at all times, be subject to the control of the Licensor who has, subject to this Licence, the right from time to time to establish, modify and enforce reasonable rules in this regard.