



## **LICENCE TO USE CONFERENCE ROOM**

This AGREEMENT is made on the date specified in Item 1 of the Schedule One between the Licensor being the party described in Item 2 of Schedule One and the Licensee being the party described in Item 3 of Schedule One.

### **1. OPERATIVE PROVISION**

The Licensor agrees to allow the Licensee to enter upon and use the Conference Room described in Item 4 of Schedule One during the term of this Agreement upon the terms and conditions of this Licence on those occasions when the Licensee or its authorized representative has completed and provided the Licensor with the Booking Form and the Licensor has confirmed the availability of the Conference Room.

### **2. RIGHTS**

The rights conferred by this Licence rest in contract only and do not create or confer upon the Licensee any estate or interest in the Conference Room and the rights of the Licensee are those of a Licensee only and do not confer upon the Licensee exclusive possession of the Conference Room.

### **3. TERM**

The term of this Agreement shall be that specified in Item 5 of Schedule One.

### **4. LICENSEE'S AGREEMENTS WITH LICENSOR**

The Licensee agrees with the Licensor as follows:

- (a) to pay the Licensor the Licence Fee specified in the Booking Form (without deduction) five working days prior to collection of keys. Proof of payment must be produced to facilitate the release of keys;
- (b) access to the Conference Room will be available from the agreed time until the agreed time stipulated on the Booking Form and charged accordingly;
- (c) not to use the Conference Room or permit the Conference Room to be used for any other purpose other than the purpose specified in the Booking Form;
- (d) not to install any equipment or fitting in the Conference Room or make any additions or alterations to the Conference Room without the proper written approval of the Licensor;
- (e) to ensure the decent behaviour in and around the Conference Room of all members, patrons, visitors and employees of the Licensee and to take all necessary action to prevent any disturbances or nuisance or annoyance arising from their use of or presence in the Conference Room;
- (f) to obey all reasonable directions of the Licensor or its authorized officers with regard to the use of the Conference Room and its facilities;
- (g) to keep in good order and condition the Conference Room and all fixtures, fittings and contents thereof used by the Licensee or its members, patrons, visitors, invitees and employees;

- (h) to turn off all lights and lock all windows and doors and secure the Conference Room prior to leaving the Conference Room every evening and/or at the end of the period of use stipulated in the Booking Form as appropriate;
- (i) to refrain from smoking in the Conference Room and the surrounding areas (except in designated smoking areas) and ensure that its members, patrons, visitors, employees and invitees do not smoke in the Conference Room and the surrounding areas;
- (j) to provide the Licensor with any details as to the Licensee's requirements for the furniture in the Conference Room no later than forty eight (48) hours before the commencement time of the period of use stipulated in the Booking Form;
- (k) to remove all rubbish from the Conference Room at the end of each day and at the end of the period of use specified in the Booking Form and place it in the bins located in the courier parking area on Harborne Street;
- (l) to advise the Licensor of any cancellation at least 30 days prior to the booking to avoid incurring any cancellation fee;
  - i. Should cancellation notice be received 14 - 29 days prior to the booking, the Licensee is required to pay a cancellation fee of 25% of the room hire charge plus GST for each booking;
  - ii. Should cancellation notice be received 7 -15 days prior to the booking, the Licensee is required to pay a cancellation fee of 50% of the room hire charge plus GST for each booking;
  - iii. Should cancellation notice be received less than 7 days prior to the booking, the Licensee is required to pay a cancellation fee of 100% of the room hire charge plus GST for each booking;
- (m) The Licensor reserves the right to amend the room hire rate, terms and conditions without notice.

## **5. INDEMNITY**

To the extent that any insurances effected by the Licensor do not fully indemnify the Licensor, the Licensee agrees to indemnify and keep indemnified the Licensor from and against all actions, claims, demands, notices, losses, damages, costs and expenses to which the Licensor shall or may be or become liable in respect of all or any loss or damage to property, death or injury of any person of whatsoever nature or kind or howsoever or wherever sustained that is caused or contributed to by the use or occupation of the Conference Room by the Licensee or its members, patrons, visitors and employees (except to the extent that the same is caused or contributed to by the negligence or act or omission of the Licensor or its employees) or results from any act, default or omission by the Licensee.

## **6. DAMAGE**

- (a) The Licensee will pay to the Licensor upon demand any costs and expenses the Licensor may incur in relation to any damage to the Conference Room and all fixtures, fittings and contents thereof caused by the Licensee or its members, patrons, visitors, invitees and employees.
- (b) The Licensee shall be responsible for any costs incurred in removing or cleaning any stains or marks in the Conference Room or on any fixtures or fittings in the Conference Room caused by the Licensee or its members, patrons, visitors, invitees or employees.

## **7. EMERGENCY EXITS AND ALARM**

The Licensee agrees that if any emergency exit door is opened by any of the Licensee's employees, members, patrons, visitors or invitees resulting in the alarm being activated and a patrol guard attending the Licensee will pay the fee incurred for the patrol guard response.

**8. KEYS**

- (a) The keys to the Conference Room will be available for collection by the Licensee one (1) day prior to the first date on which the Conference Room will be used by the Licensee as specified on the Booking Form.
- (b) The Licensee agrees to return the keys to the Conference Room to the Licensor no later than one working day after the last date on which the Conference Room will be used by the Licensee as specified on the Booking Form.

**9. CAR PARKING**

Short-term and long-term parking facilities are available at the complex. Entry to the Multi-Level car-park is from Walters Drive. The first 2 hours are free of charge.

**10. SMOKING POLICY**

The Licensee shall adhere to the complex's smoking policy. A copy of the smoking policy is attached. The permitted smoking areas within The Garden Office Park are on the attached map.

**PLEASE NOTE THAT THE GARDEN OFFICE PARK IS STRICTLY NON-SMOKING EXCEPT IN DESIGNATED AREAS. PLEASE REFER TO THE ATTACHED MAP FOR LOCATIONS.**

**Authorised Signatory**.....

**Print Name**.....

**Company Name**.....

**Phone**.....

**Email**.....

**Date**.....

**Expiry Date:** 31<sup>st</sup> December 2016

1. **Date of Agreement** \_\_\_\_\_

2. **Licensor**

Garden Office Park Pty Ltd ACN 009 049 629 of First Floor, Brightwater House, The Garden Office Park, 355 Scarborough Beach Road, Osborne Park, Western Australia, 6017.

3. **Licensee** ( and /or its members, patrons, visitors, invitees or employees)

(Company Name) \_\_\_\_\_ of

(Street Address) \_\_\_\_\_

(Billing Address) \_\_\_\_\_

4. **Conference Room**

The Conference Room on the Ground Level, The Brightwater House, The Garden Office Park, 355 Scarborough Beach Road, Osborne Park.

5. **Term of Agreement**

Dated from \_\_\_\_\_ to 31<sup>st</sup> December 2016

\_\_\_\_\_  
Name and Signature:  
Authorised Representative of the Licensor

\_\_\_\_\_  
Name and Signature:  
Authorised Representative of the Licensee



THE GARDEN  
OFFICE PARK

## THE GARDEN OFFICE PARK SMOKING POLICY

### PERMITTED SMOKING AREAS:

- Western boundary of the lower basement of Building D.
- Lower basement of Building D adjacent to driveway entrance to Lower C car park.

**PLEASE NOTE THAT THE ALFRESCO DINING AREA, THE PARK AND THE SURROUNDING GARDENS ARE STRICTLY NON - SMOKING AREAS.**

**SMOKING AT THE ENTRIES TO ALL BUILDINGS IS NOT PERMITTED AT ANY TIME.**



Garden Office Park Pty Ltd and Knight Frank, as Managing Agents take this opportunity to remind all tenants and their staff of the harmful health effects of smoking and exposure to passive smoke. The Garden Office Park smoking policy has been developed with these health implications in mind and must be strictly complied with.

Tenants and their staff who unreasonably ignore a ban on smoking may contravene their Lease agreement and the Workplace Occupational Health & Safety Act and may be liable for severe penalties.