

**CONTRACT FOR GRANT OF A LICENCE TO OCCUPY LAND  
BY OFFER AND ACCEPTANCE**

**LICENCE PLAN NO. L5088 Serpentine**

TO: The Public Transport Authority of Western Australia of PO Box 8125, Perth  
Business Centre, Perth , Western Australia, 6849 (“PTAWA”)  
(ABN 61 850 109 576)

The Proposed Licensee described in the Schedule (“Licensee”)

HEREBY OFFERS to take a Licence to Occupy the Licensed Area described in the Schedule presently owned or controlled by PTAWA subject to the payment of the fees and to the terms and conditions set out in the schedule and also subject to the conditions in this offer, including the Additional Terms.

**CONDITIONS**

**1. Definitions**

In this offer:

“**Additional Terms**” means the additional terms, as so described, at the end of this offer, which form part of this offer.

“**Authority**” means any State or Federal government and any governmental department, agency or instrumentality and any local authority.

“**Fees**” means the fees payable to PTAWA as provided in clause 3.

“**Liability**” includes any loss, cost, expense or other liability of any kind.

“**Licence**” means the licence to be created by the acceptance by PTAWA of this offer.

“**Licensed Area**” means the area so described in the schedule.

“**Term**” means the term of this Licence, subject to prior determination as provided in clause 3.

## **2. Offer of grant of Licence**

The proposed Licensee offers to take from PTAWA a Licence of a non-exclusive right to use the Licensed Area on the terms of this offer.

## **3. Term**

3.1 The Licence to be granted in clause 2 commences on the date stipulated in the Schedule as the Commencement Date and, subject to clause 3.2 and PTAWA’s right of early termination set out in the Additional Terms, continues:

- (a) for the term specified in the Schedule; or
- (b) until either party gives the other party a notice terminating the Licence.

3.2 The Licence is to be subject to immediate revocation and termination by PTAWA:

- (a) at any time when the service of the public requires it; or
- (b) if the proposed Licensee is in breach of any terms and conditions of this Offer.

3.3 No compensation is payable to the Licensee if PTAWA terminates the Licence.

## **4. Licence fee and outgoings**

The Licensee is to pay to PTAWA the Licence fee and the outgoings stipulated in the Schedule in the manner also stipulated in the Schedule.

## **5. Licensee’s obligations**

5.1 The Licensee is to:

- (a) keep and maintain the Licensed Area in good condition and repair at all times;
- (b) ensure that the Licensed Area is kept in a safe condition at all times;
- (c) comply with all laws relating to the Licensed Area and anything which is done on the Licensed Area; and
- (d) comply with all requirements and orders of any Authority relating to the Licensed Area.

5.2 If as a result of the Licensee's occupation of the Licensed Area work on or affecting the Licensed Area must be carried out for reasons connected with safety or security, PTAWA may:

- (a) require the Licensee to carry out the work at the Licensee's cost; or
- (b) carry out the work itself.

If PTAWA carries out the work, the Licensee must pay to PTAWA the costs of the work when requested by PTAWA.

5.3 In relation to clause 5.2:

- (a) PTAWA will not carry out any work without first consulting the Licensee about the extent of the work and the most effective means of having it done; and
- (b) the Licensee must cooperate with PTAWA to ensure that the work is carried out as efficiently as possible.

5.4 Clause 5.3(a) does not apply in the case of an emergency, when no consultation is required.

## **6. Approval of plans for work**

6.1 If the Licensee wants to carry out work on the Licensed Area the Licensee must provide to PTAWA for its approval before the work is carried out detailed plans and specifications relating to the work. PTAWA will review the Licensee's plans and specifications as soon as practicable and notify the Licensee of its approval or rejection of the plans.

6.2 The Licensee must not carry out any work on the Licensed Area until PTAWA and every relevant Authority have each approved the plans and specifications for that work. The Licensee must not enter into a contract for the carrying out of any work on the Licensed Area unless PTAWA approves the contract.

6.3 If required by PTAWA all structures and material placed on the Licensed Area as a result of the aforementioned work must be removed at the Licensee's expense at the end of the Term or within 1 month of earlier termination. Should the Licensee fail to remove the aforementioned structures and material PTAWA may remove the aforementioned structures and material at the Licensee's expense and dispose of as it deems fit.

## **7. Use of the Licensed Area**

7.1 The Licensee may only use the proposed Licensed Area for the purpose described in item 5 of the Schedule.

- 7.2 If the use to which the Licensee puts the Licensed Area requires any consent, licence or other authority under any law, the Licensee must obtain that consent, licence and authority.
- 7.3 PTAWA does not give any express or implied warranty of any kind that the Licensed Area is suitable for any purpose for which the Licensee intends to use it. Any warranty in relation to the Licensed Area which is implied by law is to be excluded to the extent that the law permits the warranty to be excluded.
- 7.4 The Licensee must ensure that the use of the Licensed Area, including but not limited to the construction of any buildings and other improvements on the Licensed Area, does not interfere with PTAWA's railway operations.
- 7.5 The Licensee must allow PTAWA (including its employees, contractors, agents, consultant or other authorised representatives) access to any services running through or servicing the Licensed Area including air conditioning equipment, power, water, sewerage, drainage, gas, telecommunications and fire system for any purpose lawfully required by PTAWA.
- 7.6 The Licensee must not (and may not permit anyone else to) except with PTAWA's consent:
- (a) store or use inflammable, volatile or explosive substances on the Licensed Area except those normally used in the Licensee's business if they are stored in proper containers and only used in accordance with all relevant laws; or
  - (b) interfere with or obstruct the operation of or access to the Services outside the Licensed Area; or
  - (c) use any facilities in or near the Licensed Area, including drains for any improper purpose; or
  - (d) put any signs or advertisements outside the Licensed Area; or
  - (e) use the Licensed Area for any activity which is offensive, illegal or immoral or which is or may become a nuisance to anyone; or
  - (f) use any dangerous or hazardous substance on the Licensed Area or do any activity which could cause harm to anyone unless required in the ordinary course of carrying out the Licensee's business.

## **8. Entry by PTAWA**

The Licensee must permit entry to the Licensed Area by PTAWA at all reasonable times either with workmen or any other persons and any plant, equipment and materials to:

- (a) inspect the condition of the Licensed Area and to ensure compliance with the Licensee's obligations; and
- (b) comply with any requirement, notification or order of any Authority having jurisdiction over or in respect of the Licensed Area which is the responsibility of PTAWA. PTAWA will make good all damage caused to the Licensed Area by PTAWA to the reasonable satisfaction of the Licensee; and
- (c) remove anything which is harmful or dangerous; and
- (d) do anything else which PTAWA is required to do by law or is permitted to do under the Licence.

## **9. Reports**

The Licensee must report promptly to PTAWA in writing and, in the case of emergency, verbally, any circumstance of which the Licensee becomes aware and which is likely to:

- (a) be a danger; or
- (b) cause any damage or danger,

to the Licensed Area or any person on or in the Licensed Area.

## **10. Limitation of PTAWA's liability and indemnity**

10.1 PTAWA is not liable to the Licensee in any way as a result of:

- (a) any loss of or damage to any property of the Licensee or any other person on the Licensed Area or the Land; or
- (b) any injury to any of the Licensee's employees, agents or contractors or any other person sustained when any of them is on the Licensed Area,

and the Licensee releases PTAWA from any Liability to the Licensee in connection with any such event.

10.2 The Licensee agrees to indemnify PTAWA and keep PTAWA indemnified against any Liability incurred or suffered by PTAWA arising from or in connection with:

- (a) the loss of or any damage to the Licensed Area or any other property on the Licensed Area;
- (b) the death of or any injury to any person on the Licensed Area;
- (c) the loss of or any damages to any property of the Licensee or of any of its agents, employees or contractors or any other person on the Licensed Area, whether or not the result of negligence by any of them; or
- (d) any default by the Licensee of the licence agreement formed by PTAWA's acceptance of this offer.

10.3 Clauses 10.1 and 10.2 do not apply to the extent that any Liability is caused by the negligent act or omission of PTAWA or any of its agents, employees or contractors.

## 11. Insurance

The Licensee must provide a Certificate of Currency from an insurance company, acceptable to PTAWA, confirming that there is in place public liability insurance policy to a **Minimum of \$10,000,000** or such sum as nominated by PTAWA. The interests of PTAWA (as Licensor) are to be noted on the policy, and a copy of the policy is to be made available to PTAWA (or its agents) on request. The Certificate of Currency is to be forwarded to PTAWA's agents at the commencement of the Licence, and upon annual renewals thereafter.

11.1 The Licensee must maintain insurance by a reputable insurer which applies in relation to the Licensed Area against:

- (1) third party liability risks; and
- (2) loss of or damage to any property (including the Licensee's own property and the property of PTAWA) on the Licensed Area,

for minimum amounts and on terms and conditions reasonably approved by PTAWA.

11.2 The Licensee must, in respect of those insurances:

- (a) ensure that the interest of PTAWA is noted on the relevant policy;
- (b) deposit certificates of currency with PTAWA;
- (c) pay each premium before the due date; and
- (d) notify PTAWA immediately when an event occurs which may give rise to a claim under or which could adversely affect any of the insurances.

**12. Assignment and sub-licence**

The Licensee may not assign, transfer, sub-licence, or otherwise part with the benefit of the Licence unless PTAWA first consents in writing and then only subject to any conditions on which that consent is given.

**13. Costs, expenses and stamp duty**

13.1 The Licensee will pay legal costs and expenses in relation to the preparation and stamping of the Licence and this offer.

13.2 The Licensee will pay any stamp duty on the Licence and this offer.

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## Additional Terms

All sub clauses of this clause do not apply to this Licence, only those sub-clauses of this clause specified in the Schedule shall apply to this Licence.

### 1. **Lights**

The Licensee is to ensure that there is not at any time any light (white or coloured) on the Licensed Area in a position where it may affect any person on a train or other railway vehicle.

### 2. **Trees**

The Licensee is not to plant or allow any other person to plant a tree or shrub within the Licensed Area which is closer than 5 metres to any level crossing or which is within any area shown hatched black on the plan attached to the Licence as an area where trees or shrubs cannot be planted.

### 3. **Machinery**

The Licence is to ensure that at all times all items of Licensee's property which are visible to the public from outside the Licensed Area are:

- (a) kept in a good state of repair and well maintained;
- (b) properly painted or treated; and
- (c) otherwise kept in a presentable and tidy condition.

### 4. **Obstruction of Views**

For safety reasons, the Licensee is to ensure that at all times there is no improvement which is higher than height from the ground specified in the Schedule on that part of the Licensed Area shown on the plan attached to this offer as an area which is to be kept free from any obstruction.

### 5. **Stock**

The Licensee is to ensure that at all times no stock or other animals stray from the Licensed Area or through the Licensed Area on to other property owned by PTAWA.



**6. No building or stacking**

The Licensee is to ensure that at all times:

- (a) no building or other structure is constructed or allowed to remain; and
- (b) no property is stacked or otherwise stored,

on that part of the Licensed Area shown on the plan attached to this offer as an area which is to be free of buildings and fixed structures and not used for storage.

**7. Buffer Rail**

If required by PTAWA, as soon as reasonably possible after the Commencement Date the Licensee is to erect a buffer rail on the railway line boundary of the Licensed Area to prevent vehicles going on to the railway line. The Licensee is to construct the buffer rail in accordance with the design and specifications stipulated by PTAWA. The cost of the buffer rail, including the cost of complying with PTAWA's reasonable directions, is to be paid by the Licensee. The Licensee is to properly maintain the buffer rail after it is erected and if it is damaged the Licensee is to repair the damage as soon as reasonably possible.

**8. Drainage System**

If required by PTAWA the Licensee is to construct a drainage system on the Licensed Area to prevent water damage to the railway line through or near the Licensed Area. The Licensee is to construct the drainage system in accordance with the design and specifications stipulated by PTAWA. The cost of the drainage system, including the cost of complying with PTAWA's reasonable directions, is to be paid by the Licensee. The Licensee is to properly maintain the drainage system after it is constructed and if it is damaged the Licensee is to repair the damage as soon as reasonably possible.

**9. Firebreaks**

The Licensee is to provide firebreaks to comply with the requirements of any Authority and all laws, including by-laws and regulations.

**10. Telephone Pole**

The Licensee is to do everything reasonably possible to prevent damage occurring to any telephone pole and associated equipment including aerial lines belonging to PTAWA and located on or near the Licensed Area.

**11. Telecommunications Cable**

The Licensee is not to interfere with or disturb the telecommunications cable on the Licensed Area located as shown on the plan attached to this offer and is to prevent any other person interfering with or disturbing the telecommunications cable.

**12. Fences**

If required by PTAWA, the Licensee is to erect and maintain fences on the Licensed Area to the satisfaction of PTAWA.

**13. Environmental Protection**

13.1 In this clause:

**“Authorisation”** includes:

- (a) a consent, authorisation, registration, agreement, certification, permission, licence, approval, authority or exemption from, by or with a Government Agency; or
- (b) in relation to anything which will be prohibited or restricted in whole or in part by law if a Government Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without that intervention or action,

under an Environmental Law.

**“Contaminant”** means a noxious or hazardous substance which, having regard to the quantity and location of the substance and other substances in conjunction with which it is stored or used is capable of causing material harm to the environment.

**“Contamination”** means anything that makes the Licensed Area or the environment:

- (a) unsafe or unfit for humans;
- (b) degraded in any way, including in its capacity to support plant life; or
- (c) materially diminished in value.

**“Environment”** has the meaning given to it in the Environmental Protection Act 1986 (Western Australia) (as amended).

**“Environmental Law”** means a law relating to any aspect of the environment or health.

**“Government Agency”** means a government or governmental, semi governmental or judicial, entity or authority.

**“Licensee’s Employees, Agents and Visitors”** means each of the Licensee’s employees, agents, contractors, service suppliers, sub-lessees, licensees, customers and other visitors, and any other person who at any time is on the Licensed Area with or without the consent of the Licensee.

- 13.2 The Licensee is not to cause or permit any contamination of the Licensed Area or of the Environment as a result of anything brought on to or done on the Licensed Area by the Licensee or the Licensee’s Employees, Agents or Visitors.

Without affecting that obligation or limiting any right of PTAWA or any indemnity in favour of PTAWA, if any Contamination occurs or has occurred (whether during the Term or during any previous period during which the Licensee has occupied the Licensed Area), the Licensee is to do everything necessary to minimise its effect and is to make good any damage which it causes or has caused and is to have removed all and any such Contamination.

- 13.3 The Licensee must:

- (a) use the Licensed Area in a manner which complies with each Environmental Law and each Authorisation;
- (b) ensure that each Authorisation, of any conduct or activity in relation to the Licensed Area is obtained before that conduct or activity takes place and all such Authorisations are kept in full force and effect;
- (c) not do or omit to do any act which might directly or indirectly result in the revocation, suspension or modification of an Authorisation in relation to the Licensed Area or any conduct or activity in relation to the Licensed Area;
- (d) give to PTAWA notice immediately on becoming aware of:
  - (i) the existence of a Contaminant affecting the Licensed Area or the Environment; or

(ii) the filing of a complaint or the commencement of proceedings against the Licensee in relation to an alleged failure to observe or perform obligations under an Environmental Law or Authorisation;

(e) provide to PTAWA on demand:

(i) a report on the effect of any Environmental Law or Authorisation applicable to the Licensed Area or any conduct or activity on the Licensed Area prepared by an expert nominated by PTAWA at the expense of the Licensee; and

(ii) copies of all Authorisations relating to the Licensed Area,

within a reasonable time after receipt by the Licensee of that request.

#### **14. Termination before end of Term**

14.1 Notwithstanding any other provision of the Licence if PTAWA wants to terminate the Licence before the end of the Term for any reason, PTAWA may terminate the Licence by giving the Licensee written notice. The termination is to take effect on the date specified in the notice. That date must be at least 6 months after the notice is given to the Licensee. If no date is specified in the notice, the termination is to take effect 6 months after the notice is given.

14.2 On the termination date, the Licence will terminate and the Licensee, and any sub-Licensee or occupier of the Licensed Area, is to give up vacant possession of the Licensed Area to PTAWA.

14.3 The Licensee remains liable for the payment of Fees and outgoings and must comply with its other obligations under the Licence until the termination date, and in the case of obligations which are expressed to survive the termination of the Licence, until they have been met.

14.4 PTAWA will not, in any circumstances, be liable for any loss, injury or damage (whether in the nature of economic loss or loss of profits or otherwise) sustained by the Licensee or any person claiming under or through the Licensee as a result of or arising directly or indirectly in any way from the termination of the Licence under this clause except in relation to any liability for misrepresentation or fraud.

#### **15. Increase in Fees on Change in Use**

If at any time the Licensee requests PTAWA to allow the Licensee to change the Permitted Use as set out in the Schedule, PTAWA may, as a condition of agreeing to

that request, require that the Fees be increased from a date (after the Licensee's request) stipulated by PTAWA.

**16. Bond**

16.1 In this clause, Bond means the amount specified in the Schedule together with any further amount paid under sub-clause (b) of this clause.

16.2 The Licensee is to pay the Bond to PTAWA before the Licensee enters the Licensed Area. The following terms apply with respect to the Bond:

- (a) if the Licensee does not comply with any of its obligations under the Licence, PTAWA may apply the Bond towards satisfying PTAWA's claim against the Licensee without notice to the Licensee;
- (b) if PTAWA applies the Bond towards an amount equal to the amount applied by PTAWA satisfying a claim against the Licensee, the Licensee is to pay to PTAWA no later than 7 days after PTAWA requests the Bond to be replenished to its former amount; and
- (c) PTAWA is to return to the Licensee any part of the Bond that has not been applied under this clause when the Licence terminates.

**17. Bank Guarantee**

17.1 In this clause "**Bank Guarantee**" means a bank guarantee from an Australian trading bank in a form satisfactory to PTAWA for an amount not less than the amount specified in the Schedule.

17.2 The Licensee is to provide the Bank Guarantee to PTAWA before the Licensee enters the Licensed Area. The following terms apply with respect to the Bank Guarantee:

- (a) if the Licensee does not comply with any of its obligations under the Licence, PTAWA may call on the Bank Guarantee and apply the money received towards satisfying PTAWA's claim against the Licensee without notice to the Licensee;
- (b) if PTAWA applies money received under the Bank Guarantee towards satisfying a claim against the Licensee, the Licensee is to arrange for a replacement Bank Guarantee for an amount equal to the amount applied by PTAWA, no later than 7 days after PTAWA requests the replacement Bank Guarantee; and

- (c) PTAWA is to return the Bank Guarantee to the Licensee (if not called on) when the Licence terminates.

## **18. Access**

- 18.1 The Licensee may use that part of the land owned by PTAWA and adjoining the Licensed Area as is shown coloured as specified in the Schedule on the plan attached to the Licence for the purpose of access to and from the Licensed Area. The Licensee may not use that land for any other purpose. The Licensee is to ensure that no vehicles are parked on that land and that it is not obstructed in any way by the Licensee's Employees, Agents and Visitors.
- 18.2 The Licensee is to promptly comply with directions given by PTAWA concerning the use of the land referred to in this clause for access purposes.
- 18.3 Every indemnity given by the Licensee in the Licence and the provisions of the Licence imposing obligations on the Licensee to maintain insurance apply to the land used by the Tenant for access purposes as if that land forms part of the Licensed Area.
- 18.4 PTAWA is not liable to the Licensee in any way if the Licensee is not able to use the land referred to in this clause for access purposes, except if the Licensee is prevented from using the land without lawful reason by PTAWA or by an employee or agent or other person under the control of PTAWA.

## **19. Termination by Notice**

Notwithstanding any other provision of the Licence, either party may terminate the Licence by giving the other party written notice. The termination is to take effect on the date specified in the notice. That date must be at least 6 months after the notice is given. If no date is specified in the notice, the termination is to take effect 6 months after the notice is given.

## **20. Access to Services**

The Licensee is to allow any Authority (including its employees, contractors, agents, consultants or other authorised representatives) access to any Services on the Licensed Area for any purpose lawfully required by the Authority.

## **21. Opening Hours**

The Licensee is to keep the Licensed Area open for business:

- (a) at the times specified on the Schedule; and

- (b) if no times are stated, during normal business hours having regard to the customary business hours of businesses similar to the Licensee's business.

**22. Redecoration**

The Licensee is to redecorate the Licensed Area to the reasonable satisfaction of PTAWA at least once in every period specified in the Schedule. Redecoration of the Licensed Area includes replacing curtains, blinds and other furnishings which are worn or damaged, repainting all surfaces previously repainted and otherwise treating all surfaces in the manner previously treated.

**23. Building Insurance**

During the currency of this Licence or any extension thereof all buildings and structures upon the said premises and all additions and appurtenances thereto which the Licensee shall not be entitled to remove at the expiration or earlier determination of this Licence or any extension thereof shall be insured by the Licensee, under a reinstatement and replacement policy approved by PTAWA against loss or damage in the name of PTAWA as owner and the Licensee as tenant for not less than the sum nominated in the Schedule or for such greater sum which is appropriate to adequately cover all buildings and structures upon the said premises, such reinstatement and replacement insurance is to be effected with an approved insurer and the policy of insurance or a copy thereof is to be handed by the Licensee to PTAWA or to PTAWA's Managing Agent and that the Licensee will produce to PTAWA or to PTAWA's Managing Agent an Annual Certificate of Currency. Provided always that if the Licensee shall fail to make and maintain any such insurance as aforesaid PTAWA may from time to time at its discretion effect and keep on foot such insurance as aforesaid, the cost of which will be a debt due and payable by the Licensee to PTAWA on demand.

**24. Goods and Services Tax**

24.1 Unless the contrary intention appears, in this clause:

**"GST"** means a tax levied on the value of a good or service or property supplied, including but not limited to the value represented by the Rent and the amount of Operating Expenses, Rates & Taxes, management fees or other money payable to PTAWA for goods or services or property.

**"Operating Expenses"** means the total of any amounts paid or payable by PTAWA in respect of a financial year for items of expenditure in connection with the operation of the Licensed Area.

**“Rates”** means rates, land taxes and other charges imposed by an Authority in relation to the Licensed Area.

**“Supply”** means a good or service or property supplied under this Licence, including but not limited to the Premises, and other goods or services or property the cost of which comprises part of the Operating Expenses or Rates and Taxes.

**“Taxes”** means any taxes, charges, or duties, including stamp duties or any fines or penalties imposed by an Authority in relation to the Licensed Area.

- 24.2 The Licensee must pay to PTAWA the amount of any GST PTAWA pays or is liable to pay on a Supply.
- 24.3 The Licensee must pay to PTAWA the amount of the GST that the Licensee is liable to pay at the same time and in the same manner as the Licensee is obliged to pay for that Supply, including in relation to Fees, Operating Expenses and Rates and Taxes, at the time the Licensee is obliged to pay those amounts.
- 24.4 The price for each Supply, including Rent, fixed or determined under this Lease does not include GST on that Supply and the Licensee must pay the amount of GST in addition to the price for that Supply fixed or determined under this Lease.
- 24.5 Where a Supply is not separately supplied to the Licensee, the liability of the Licensee for any amount for GST in relation to that Supply is determined on the same basis as the Licensee’s Contribution to Operating Expenses is determined.
- 24.6 A written statement given to the Licensee by PTAWA of the amount of GST that the Supplier pays or is liable to pay is conclusive as between the parties except in the case of an obvious error.

## **25. Residual Current Devices**

- 25.1 The Licensee acknowledges that it will not allow any electrical work to be carried out on the Licensed Area, or to the building (if any), without first ensuring that the Licensed electrical contractor is aware of, and is working in accordance with the current legislation.
- 25.2 The Licensee must ensure that:
- (a) any electrical contractor performing any work in or upon the Licensed Area is duly qualified and Licensed as required by all relevant acts, regulations and by-laws; and



- (b) any work done complies with all acts regulations, and by-laws and is done in accordance with best industry practices.

**26 Graffiti**

The Tenant must remove all graffiti appearing along the fence lines or on the buildings, after the Tenant becomes aware of, or is made aware of by PTA, of that graffiti, within the following periods:

- (a) In the case of offensive and obscene graffiti – 1 hour; and
  - (b) in the case of other graffiti – 24 hours.
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**SCHEDULE**

1. **The Licensee:** **Shire of Serpentine Jarrahdale**  
**6 Paterson Street**  
**Mundijong WA 6123.**

**ABN 98 924 720 841**

2. **Commencement Date:** **1<sup>ST</sup> July 2011**

3. **Licence Fee:** **\$ Peppercorn \$1.00 PA on demand**

4. **Outgoings payable by the Licensee**

The Licensee must pay before they become overdue or otherwise as required by PTAWA:

- all charges for services (including but not limited to electricity, gas water and sewerage and telephone and communication services) used by the Licensee in connection with the Licensed Area;
- any rates and taxes and similar charges and assessments levied in respect of the Licensed Area or the Licensee's use or occupation of the Licensed Area; and
- management and administration fees recoverable in accordance with PTAWA Commercial Portfolio Management Agreement;

as reasonably determined by PTAWA. In the case of any charges or assessments which are levied on other land as well as the Licensed Area, the Licensee must pay direct to the relevant supplier or Authority the proportion of such charges, rates, and taxes relevant to the Licensed Area.

5. **Permitted Use:** **Community Purpose**

6. **Term:** **10 years** (Subject to Add term 14)

7. **Licensed Area:** All that rail land at Serpentine coloured blue on the attached copy of PTA plan 5088 and having a total area of 365.8 Sqm approx.)

**8. Insurance to be Effected by Licensee:**

(with PTAWA's interests as Lessor noted on policy)

Public Liability            Minimum \$10,000,000

**9. Additional Terms:**

Only the following additional terms as detailed in the Licence and listed below shall apply to this Licence.

- 1 Lights**
- 3 Machinery**
- 5 Stock**
- 6 No Building or Stacking**
- 8 Drainage System**
- 9 Firebreaks**
- 12 Fences**
- 13 Environmental Protection**
- 14 Termination before end of Term**
- 15 Increase in Fees on Change in Use**
- 20 Access to Services**
- 24 Goods and Services Tax**
- 25 Residual Current Devices**
- 26 Graffiti**

EXECUTED as a deed.

The **COMMON SEAL of the Shire of** )  
**Serpentine Jarrahdale** was hereunto )  
affixed in the presence of: )

.....

**Bruce Herbert Moore**  
(Shire President)

**Joanne Abbiss**  
(Chief Executive Officer)

Signed for and on behalf of the )  
**PUBLIC TRANSPORT AUTHORITY** )  
**OF WESTERN AUSTRALIA** by )  
 )  
an officer of the Authority duly authorised by )  
the Authority pursuant to section 51(5) of )  
the Public Transport Authority Act 2003 for that )  
purpose in the presence of: )

.....  
Signature of Duly Authorised Officer

.....  
Witness (signature)

.....  
Name (Please Print)

.....  
Name (please print)

.....  
Position held

.....  
.....  
Address

.....  
Occupation