

# CARPARK LICENCE

THIS DEED

Made the 3<sup>RD</sup> day of SEPTEMBER, 2012

BETWEEN:

**JB No 2 Pty Ltd A.C.N. 107 169 844 trustee under instrument 711963727** of care of Suite 346, 421 Brunswick Street, Fortitude Valley in the State of Queensland

(hereinafter called "**the Licensor**")

OF THE ONE PART

AND:

**Asset Training Australia Pty Ltd A.C.N. 118 083 971** of care of Rostron Carlyle, GPO Box 3203, Brisbane in the State of Queensland

(hereinafter called "**the Licensee**")

OF THE SECOND PART

## REFERENCE SCHEDULE

ITEM 1:	Name and Address of Licensee:	Asset Training Australia Pty Ltd ACN 118 083 971 C/- Rostron Carlyle Solicitors GPO Box 3203 BRISBANE QLD 4001
ITEM 2:	Number of car spaces	4 car parking spaces: I, J, K and L
ITEM 3:	Term	6 years
ITEM 4:	Licence Fee	\$250.00 per space plus GST per month
ITEM 5:	The Land:	Lot 6, 133 Leichhardt Street, Spring Hill described as Lot 6 on BUP 101694 in the County of Stanley, Parish of North Brisbane title reference 50082053

THIS DEED WITNESSES AND IT IS AGREED as follows:

## 1. GRANT OF LICENCE

The Licensor grants to the Licensee a licence (this "Licence") commencing on the date of commencement of the lease between the parties ("the Lease") to use part of the ground floor of the building of the Licensor located at 133 Leichhardt Street, Spring Hill for the following purpose:

- 1.1. To park at the risk of the Licensee one (1) motor vehicle per carparking bay in such part or parts of the Land ("the Licensed Premises") as may from time to time be designated by the Licensor.
- 1.2. The right for the Licensee and its duly authorised servants in common with all other persons authorised by the Licensor to enter and leave the Licensed Premises by the designated entrances and exits.

## 2. TERM, FEE INCREASE AND COSTS

The Licensee agrees with the Licensor as follows:

- 2.1. That the Licensee shall during the Term from the date of commencement of the Lease punctually pay to the Licensor the Licence Fee;
- 2.2. The Licence is personal to the Licensee and the Licensee shall not assign or attempt to assign or otherwise deal with the Licence;
- 2.3. The Licensee shall pay the reasonable costs of the Licensor of and incidental to the preparation execution and finalisation of the Licence;
- 2.4. The Licensee shall at all times observe all lawful instructions concerning the parking of the said cars as shall be given by any person for the time being appointed by the Licensor to be in charge of the Licensed Premises;
- 2.5. If required by the Licensor the Licensee shall furnish from time to time to the Licensor details of the make and registration number of any car parked or proposed to be parked in the Licensed Premises;
- 2.6. The Licensee shall not bring or leave in the Licensed Premises any offensive hazardous or dangerous substance or thing nor anything which may be or become a danger nuisance annoyance or inconvenience to other licensees or the Licensor or persons using the Licensed Premises nor shall the Licensee use the same for storage;
- 2.7. For the purposes of this clause, GST has the same definition as that term has in the GST Legislation;

"GST Legislation" means the *A New Tax System (Goods and Services Tax) 1999 (Commonwealth)* and any associated Commonwealth legislation and the expression "supply" has the same meaning as defined in the GST Legislation.

- 2.8. Upon request by the Licensor, the Licensee must pay to the Licensor the amount of any GST payable by the Licensor as a result of any taxable supply payable under this Deed.
- 2.9. To keep the Licensed Premises in a neat and tidy condition and clean at all times;
- 2.10. At all times to comply with and observe at its cost all requirements of any statute in relation to or affecting this Licence and/or the Licensee's use of the Licensed Premises.

### **3. RELOCATION**

The Licensor may at its discretion at any time and from time to time alter the location of the space in the Licensed Premises designated for the parking of the Licensee's motor car under the provisions of this Licence.

### **4. NON-EXCLUSIVE OCCUPATION**

- 4.1. Neither the grant of this Licence nor the terms of any payment of account thereof or any receipt shall in any way create in favour of the Licensee any tenancy or any rights in the nature of a tenancy or any rights to the exclusive occupation of any part of the Licensed Premises.
- 4.2. Nothing in this Licence shall preclude at any time the Licensor in its absolute discretion from procuring the substitution of the rights of the Licensee under this Licence by substantially equivalent exclusive use rights.
- 4.3. The Licensor gives no warranty (either present or future) as to the suitability or adequacy of the Licensed Premises or the use to which the Licensed Premises may be put.

### **5. DETERMINATION**

- 5.1. The Licence shall determine and without any notice being necessary upon the determination of the Lease whether by effluxion of time or otherwise.
- 5.2. In the event of any default by the Licensee of this Licence the Licensor may immediately determine this Licence by notice in writing to the Licensee.
- 5.3. On any determination of this Licence the Licensee shall remove its property and vehicles from the Licensed Premises and failing which the Licensor may remove any car and contents from the Licensed Premises and shall be entitled to store or garage the same at the risk and expense of the Licensee.

### **6. RISK AND ILLEGAL PARKING**

- 6.1. The Licensee agrees that any motor vehicles on the Licensed Premises or on the Land shall be at the sole and absolute risk of the Licensee and the Licensee hereby waives any claims or rights which might lie by the Licensee against the Licensor in respect of any loss of or damage whatsoever to any such motor vehicles but for this clause and the Licensee indemnifies the Licensor against any claims made by a person or body other than the Licensee against the Licensor in respect of any such loss or damage.

- 6.2. The Licensee warrants and undertakes to ensure that any vehicles permitted on the Licensed Premises pursuant to this Licence shall be in sound mechanical order and shall be driven with due care and attention and in accordance with any traffic directory signs displayed on or around the Licensed Premises. The Licensee shall indemnify the Licensor against any claims, costs, loss of or damage arising directly or indirectly from the Licensee's use of the Licensed Area or from any negligent act or omission of the Licensee and the Licensee agrees to and shall compensate the Licensor for any damage whatsoever to its own property arising directly or indirectly from the use of the Licensed Premises by the Licensee its employees customers visitors invitees and licensees.
- 6.3. The Licensee acknowledges that the laneways, access and exit areas adjacent to the Licensed Premises are for the benefit and convenience of all tenants, occupiers and owners and to this end the Licensee agrees that in addition to any other costs incurred by the Licensor as a result of the Licensee's breach of this Deed should the Licensee or any of its employees, servants, agents or contractors park a motor vehicle in the incorrect location then the Licensor shall be entitled to impose a fee payable by the Licensee for an amount of \$100.00 for every occasion a motor vehicle is parked in the incorrect location in contravention of this Licence.
- 6.4. The Licensee shall cause all policies of insurance required to be effected by the Licensee under the Lease to be specially endorsed so as to apply and extend to the Licensed Premises on the same terms and conditions contained in the Lease as if the Licensed Premises formed part of the premises.

## **7. WAIVER**

No condition or obligation herein expressed or implied shall be deemed to have been waived by the Licensor either in whole or in part unless such waiver is in writing and signed on behalf of the Licensor. Any such waiver shall not affect or prejudice the rights or remedies of the Licensor in respect of any future or other breach and (unless expressly so stated) shall not amount to a general waiver of any provision hereof.

## **8. NOTICES**

- 8.1. Any notice authority or writing to be given by or on behalf of the Licensor pursuant to the provisions hereof may be signed on behalf of the Licensor by any officer of or the solicitors for the Licensor. Any notice required to be given to the Licensee may be sent to it by post in a letter addressed to the Licensee at its address in Queensland as set out in Item 1 of the Reference Schedule or the last known to the Licensor and a notice sent by post shall conclusively be deemed to have been served on the day next following that on which it was posted notwithstanding actual non-receipt.
- 8.2. Notwithstanding the above any notice required to be sent under this Deed may be served by facsimile transmission and shall be deemed to have been given or served on receipt by the sender of a report from the sender's facsimile machine that the notice has been transmitted.

## **9. MORTGAGEE'S CONSENT**

This Licence is subject to and conditional upon the Licensor obtaining the consent of any mortgagee over the Land.

## **10. INTERPRETATION**

Unless the context otherwise indicates:

Where there shall be more than one Licensee each shall be jointly and severally liable for the obligations of the Licensee hereunder;

Words importing any gender shall include the other genders;

The word "Licensor" includes the Licensor its successors in title and assigns and the word "Licensee" includes the Licensee its servants and agents and its executors administrators and successors in title;

Words importing a person shall be deemed to include a corporation and words incorporating the singular or plural number shall be deemed to include the plural and singular number respectively;

This Deed shall be construed in accordance with the laws of the State of Queensland;

All payments made shall be in Australian dollars;

The headings in this Deed have been inserted for convenience only and shall not be taken into account in its interpretation;

Time is of the essence of this Deed;

If any provision of this Deed is held invalid, unenforceable or illegal for any reason, this Deed shall remain otherwise in full force and effect apart from such provision which shall be deemed deleted from the remaining provisions of this Deed;

The date of this Deed shall be the date of execution by the party who last executes the same;

The expression "Deed" means this Deed of Licence.

EXECUTED AS A DEED

**Licensor**

**SIGNED** by **JB NO 2 PTY LTD A.C.N. 107 169 844** as trustee in accordance with its Constitution and/or the Replaceable Rules contained in the Corporations Law (as the case may be)

Signature of \*Director or \*Sole Director/  
\*Secretary (\*delete as applicable)

*Joseph Barakat*

Print Name of Director or Sole Director/  
Secretary

Signature of \*Director/\*Secretary  
(\*delete as applicable)

Print Name of Director/Secretary

**Licensee**

**SIGNED** by **ASSET TRAINING AUSTRALIA PTY LTD A.C.N. 118 083 971** in accordance with its Constitution and/or the Replaceable Rules contained in the Corporations Law (as the case may be)

Signature of \*Director or \*Sole Director/  
\*Secretary (\*delete as applicable)

*MARK COSTELLO*

Print Name of Director or Sole Director/  
Secretary

Signature of \*Director/\*Secretary  
(\*delete as applicable)

*N/A*  
Print Name of Director/Secretary