

LICENCE TO OCCUPY

THIS DEED is made this _____ day of _____, 20__

BETWEEN: **STARLIGHT COMMUNITY PTY LTD** ACN 009 861 116 care of Post Office Box 1855, Sunshine Plaza, 4558, in the State of Queensland (hereinafter called “the Licensor”) of the one part

AND: _____
of _____, Bridges, 4561 in the said state (hereinafter called “the Licensee”) of the other part

WHEREAS:

- A** The Licensor is the registered owner of an estate in fee simple in all those parcels of land described the Schedule 1 hereto (hereinafter called “the land”) which land is situated at Browns Creek Road, Bridges in the said State.
- B** The Licensor has agreed to grant to the Licensee a Licence to occupy that part of the land known as **Lot** _____ on Schedule 2 hereto (hereinafter called “the licensed premises”) and to enter and use the licensed premises on the terms hereinafter set forth.

NOW THIS DEED WITNESSES that in consideration of the premises, these presents and the payment by the Licensee to the Licensor of the Licence fee hereinafter specified, the Licensor and the Licensee do hereby covenant and agree with the other of them as follows:-

1 **Grant of Licence**

The Licensor does hereby grant to the Licensee and the Licensee does hereby accept from the Licensor a Licence of the licensed premises to commence on the commencement date (as is hereinafter specified) and to be used for the authorised use (as is hereinafter specified) upon and subject to the terms and conditions as are herein contained.

2 **Commencement Date**

The commencement date of the Licence shall be the date of signing of this Licence by the Authorised Officers of the Licensor.

3 **Authorised Use**

The Licensee shall use the licensed premises for such purpose as determined from time to time by the Licensor.

4 Payment of Licence Fee

The Licensee shall pay to the Licensor at the times and in the manner as directed from time to time by the Licensor the annual licence fee as determined from time to time by the Licensor.

5 Expenses

The Licensee covenants to pay to the Licensor at the times and in the manner as directed from time to time by the Licensor such amounts as are from time to time determined by the Licensor for the purposes of enabling the Licensor to pay for rates, taxes, accounting, legal and such other fees and expenditure incidental to the administration, maintenance and improvement of the Licensor's property.

6 The Term

The Licence hereby granted shall subsist for the period commencing on the commencement date and terminating as per Clause 23.

7 Options

Intentionally Omitted.

8 Licensee's Covenants

- (a) The Licensee shall at all times fully abide by the Articles of Association and Memorandum of Association of the Licensor and the terms of the Local Government Court Consent Order made at Brisbane on the 13th day of March 1987.
- (b) The Licensee shall at all times fully abide by and comply immediately with every statute affecting or relating to the licensed premises, the improvements thereon or the use thereof and with all requirements of notices from or requests of any authority having jurisdictional authority in respect of the licensed premises, the improvements thereon or the use thereof.
- (c) The Licensor or its agents shall be entitled at all reasonable times during the term with workmen and others and all necessary materials and appliances to enter upon the licensed premises or any part thereof for the purpose of complying with the terms of any statute affecting the licensed premises and of any notices served upon the Licensor or Licensee by any local, municipal or other competent authority involving the removal or destruction of noxious weeds or animals or the carrying out of any repairs, alterations or works of a structural character (including demolition works) which are required to be carried out and which the Licensee has neglected to do within the required time. In addition to the Licensor's other remedies, the Licensor may recover from the Licensee the costs of the required works which the Licensee ought to have effected including all sums paid on account of any insurance, indemnities or compensation under the Workers' Compensation Acts or otherwise with respect thereto. The amount of such costs shall be recoverable from the Licensee as a liquidated debt.

9 Unauthorised Acts

The Licensee shall not use, exercise or carry on or permit to allow to be used, exercised or carried on upon the licensed premises or upon any common property any illegal, noxious, noisome or offensive act, trade or business. The Licensee shall further not do or omit or permit or allow to be done or omitted any act, matter or thing whatsoever upon the licensed premises or upon any common property which in the Licensor's opinion is or may grow to the annoyance, nuisance, grievance, damage or disturbance of the other Licensees or occupiers of the land or other land adjacent thereto.

10 Licensee's Acknowledgement

The Licensee acknowledges and declares that no promise, warranty, representation, or undertaking has been given by the Licensor in respect of the structural safety and condition of any improvements or fixtures constructed, erected or present on the licensed premises or that such improvements or fixtures comply with the State Government Building Codes and Ordinances and the Licensee accepts and assumes all responsibility and risk in that regard.

11 Construction of Improvements by Licensee

The Licensee shall not construct improvements upon the licensed premises or make any alteration or addition to any existing improvements upon the licensed premises without the prior written consent of the Licensor which consent shall not be unreasonably withheld provided that the Licensee observes and complies with all requirements of the relevant statutes and public authorities in carrying out the works. When applying for the Licensor's approval the Licensee shall submit full details of the proposed works and if required by the Licensor the Licensee shall on completion of the approved works hand to the Licensor copies of the relevant certificates from the local authority confirming that the works have been carried out in accordance with the approved drawings and specifications and in accordance with the requirements of all relevant statutes and public authorities.

12 Assignment

The Licensee shall not transfer, assign or otherwise dispose of its interest in this Licence without the consent in writing of the Licensor being first had and obtained. The Licensor shall not unreasonably, arbitrarily or capriciously withhold its consent thereto PROVIDED ALWAYS that the Licensee shall have first fully complied with the procedures relating to the assignment of the Licence and assignment of shares in the Licensor company as determined from time to time by the Licensor.

13 Cost of Litigation

If the Licensor shall without fault on its part be made a part to any litigation or criminal proceedings arising out of the Licensee's use or occupation of the licensed premises then the Licensee shall pay to the Licensor upon demand by the Licensor all legal fees and disbursements (as between Solicitor and own client) incurred by the Licensor in connection therewith.

14 Indemnification

The Licensee shall indemnify and keep indemnified the Licensor from and against all actions, suits, proceedings, costs, claims, damages and demands whatsoever brought, prosecuted or made against the Licensor for or on account of loss of life, injury or damage to persons or property suffered or sustained in consequence of the act, negligence or default of the Licensee, its employees, servants or agents including in the foregoing any claims made by or on behalf of any employee, servant or agent of the Licensee howsoever arising whilst on the licensed premises or the common property.

15 Insurance

The Licensee shall take out immediately and keep in force at all times during the term public liability insurance relating to the licensed premises for an amount of not less than the amount as stipulated from time to time by the Licensor and including indemnity in respect of all claims, demands and actions in respect of injury, loss or damage to any person or property howsoever sustained arising out of the use or occupation of the licensed premises at any time during the term and in respect of all risks of an insurable nature in respect of which the Licensee is obliged to indemnify the Licensor under this Licence Agreement.

16 Conduct Voiding Insurance

The Licensee shall not do or permit to be done anything upon the licensed premises or elsewhere upon the land or bring or keep anything thereon whereby any insurance relating to the land whether effected by the Licensee or the Licensor may be rendered void or voidable or whereby the rate of premium on that insurance may be liable to be increased and the Licensee shall do or permit to be done immediately upon the request of the Licensor all things necessary to continue in force any insurances which have been effected by the Licensor.

17 Licensor's Covenants

- (a) The Licensor will pay all municipal and water rates and land taxes charged upon or payable in respect of the licensed premises during the term which covenant shall not relieve the Licensee of its obligations to the Licensor as appear in Clauses 4 and 5 hereof.
- (b) The Licensor covenants to provide the land, the property of the Licensor to be known as the common property which is for the use of all Licensees and on which specific structures and amenities may be built for the benefit of all Licensees. The Licensees shall have in common with other Licensees the right to use the common property of the Licensor and to enjoy the facilities and amenities provided by the Licensor for communal use upon such terms, conditions and regulations as determined from time to time by the Licensor.

18 Licensor's Right to Inspect

The Licensor may at all reasonable times enter upon the licensed premises and make such reasonable investigations as the Licensor may deem necessary for the purpose of ascertaining whether or not there has been any breach of the covenants and conditions contained or implied in this Licence. The Licensor may serve upon the Licensee a notice in writing requiring the Licensee to remedy any such breach and in default of the Licensee remedying the breach within thirty (30) days from the date of the Licensor's notice the Licensor may without prejudice to any other rights and remedies enter upon the licensed premises with workmen and others and take all steps to do all things necessary to remedy the breach. The Licensor may recover from the Licensee all costs incurred by the Licensor in remedying the breach. The amount of such costs shall be recoverable from the Licensee as a liquidated debt.

19 Reservation

The Licensor expressly reserves the right for the purpose of providing fire breaks and/or public or private access to or egress from the land or other land adjacent thereto for the provisions of services (including water drainage, sewerage, gas, electricity, telephonic and electronic communications) to the land or to adjacent land to enter into any arrangements or agreements with any of the owners or occupiers of the adjacent land or with any public or other authority and for such purposes may surrender, cancel or remove existing easements and/or dedicate, transfer, grant or create easements in favour of such persons and/or authorities and upon such terms and conditions as the Licensor thinks fit and the interest of the Licensee under this Licence Agreement shall be deemed to be subject to any such arrangements or agreements.

20 Interest on Overdue Payments

If the Licensee shall fail to pay to the Licensor any monies which are payable by the Licensee to the Licensor in accordance with the terms hereof on or prior to the due date for the payment thereof the Licensee shall pay interest thereon or on so much thereof as shall remain unpaid from the due date or dates for the payment thereof until the same shall be actually paid and also upon any judgment which the Licensor may obtain against the Licensee from the date of any such judgment until the same shall be satisfied at such rate as determined from time to time by the Licensor for each month or part of a month during which any such payment shall be overdue or any such judgment unsatisfied.

21 Separate Suits

The Licensor may without prejudice to any other rights and remedies sue the Licensee for any monies which may from time to time become due and owing by the Licensee to the Licensor hereunder and neither the institution of any such suit nor the entering of judgment therein shall bar the Licensor from bringing a separate or subsequent suit or suits for any further sum or sums of money due to the Licensor hereunder.

22 Default

- (a) In the event the Licensee breaches any of the covenants herein contained in this Agreement then the Licensor shall give to the Licensee a notice in writing specifying the default. The Licensee shall within a period of thirty (30) days of the receipt by the Licensee of the said notice, do all such things as shall be necessary to remedy the default.
- (b) If, at the expiration of the said thirty (30) day period, the Licensor considers that the Licensee has not remedied the default then the Licensor shall be entitled to terminate this Licence by notice in writing to the Licensee and from the date of giving such notice this Licence shall be absolutely determined.
- (c) The Licensee covenants and agrees with the Licensor that in all circumstances the period of thirty (30) days shall be a reasonable time to remedy any default.

23 Termination

- (a) Upon the termination of this Licence Agreement by agreement between the Licensor and the Licensee or pursuant to the notice of termination served by the Licensor upon the Licensee under Clause 22(b) hereof, the Licensee covenants and agrees with the Licensor to immediately deliver up vacant possession of the licensed premises to the Licensor and ownership of all improvements and fixtures constructed or erected, and all chattels and other items and effects present, on the licensed premises at the time of termination shall vest absolutely in the Licensor.
- (b) The Licensor covenants with the Licensee that upon taking possession of the licensed premises, the Licensor shall endeavour to sell the Licence and all improvements, fixtures, chattels, items and effects thereon at such price and upon such terms at the discretion of the Licensor. The Licensor further covenants that all monies received from the sale of the Licence and the improvements, fixtures, chattels, items and effects thereon in excess of any amount owing or due to the Licensor by the Licensee (including all costs and commissions associated with, or incurred by the Licensor in relation to, the sale) will be refunded to the Licensee.

24 Damages for Breach

In the event of the Licensor terminating this Licence Agreement by reason of the default of the Licensee, the Licensee shall pay to the Licensor from time to time upon demand by the Licensor the amount (if any) by which the licence fee and expenses payable during the period from the date of termination until the expiry of the term hereof exceeds the licence fee and expenses recovered from any other Licensee to whom the Licensor may grant a Licence of the licensed premises to during such period.

25 Non-Waiver

The waiver by the Licensor of any default of the Licensee or any breach by the Licensee of any of the terms, covenants, conditions and restrictions hereof shall not in any circumstances be construed or operate as a licence to the Licensee to repeat or continue any such default or breach nor shall any such waiver be construed to operate as a waiver of any subsequent default or breach whether of a like nature or not.

26 Notices

Any notice which may be given by the Licensor to the Licensee hereunder shall be sufficiently served if signed on behalf of the Licensor by its Chairman or Secretary and handed to the Licensee personally or left for the Licensee at the licensed premises or by posting it to the address of the Licensee last known to the Licensor and in the case of the latter, such notice shall be deemed to have been served upon the Licensee at the time at which such letter would, in the ordinary course of post, be delivered at the address contained therein. "Any notice given to any one of joint Licensees shall constitute effective service of the notice on all or both Licensees.

27 Power of Attorney

The Licensee does hereby irrevocably make, nominate, constitute and appoint the Licensor and (if the Licensor is a corporation) each of the Directors for the time being and from time to time of the Licensor jointly and each of them severally to be the true and lawful attorney and attorneys of the Licensee to execute on behalf of and in the name of and as the act and deed of the Licensee a transfer, assignment or surrender of this Licence PROVIDED ALWAYS that such power shall not be exercised unless and until this Licence shall have been determined by the Licensor in accordance with the powers of the Licensor in that behalf herein contained or implied (sufficient proof whereof shall be the statutory declaration to that effect of the attorney or attorneys exercising the power).

28 Costs

The Licensee covenants and agrees to pay to the Licensor the costs of the preparation, execution and stamping (if applicable) of these presents and on demand all costs, charges and expenses (including legal costs on a Solicitor and own client basis) incurred by the Licensor for the purpose of or incidental to the preparation and service of any notice which the Licensor is entitled to give under these presents requiring the Licensee to remedy a breach of any of the covenants or agreements herein contained notwithstanding termination for such breach shall be avoided.

29 No Estate

The rights hereby conferred shall rest in contract only and shall not create, vest in nor confer upon the Licensee any tenancy or estate or interest whatsoever in or over the licensed premises or any part thereof and the rights of the Licensee shall be those of a Licensee only and shall not comprise of nor include any further or other rights.

30 Dispute Resolution

If any dispute, question or difference shall arise between the Licensor and the Licensee or between the Licensee and any other Licensee of the land as to the location of boundaries or the rights or liabilities of either of the parties pursuant to their respective Licence Agreements then such dispute, question or difference shall be determined in the manner prescribed from time to time by the Licensor.

31 Essential Terms

Each of the covenants by the Licensee herein contained are essential covenants, terms and conditions of this Licence, a breach of which would constitute a fundamental breach going to the root of this Contract.

32 Interpretation

In this Deed except where inconsistent with the Contract and the terms:-

- (a) “the Licensor” shall mean Starlight Community Pty Ltd ACN 009 861 116 its successors and assigns.
- (b) “the Licensee” shall include in the case of natural persons the Licensee, their executors, administrators and assigns and in the case of a company or other incorporated body the Licensee, its successors and assigns.

SCHEDULE

1. Lot 12 on Survey Plan 254387, Parish of Maroochy, County of Canning
2. Planimetric Mapping of Lot 12 on SP254387 indicated allotments allocated to designated housesites and common property (unsurveyed).

IN WITNESS HERETO the parties hereto have executed this Licence of the day and year first hereinbefore written.

Shareholders (Licensee)

SIGNED, SEALED AND DELIVERED by

.....)

.....)

in the presence of:-

)

.....

A Justice of the Peace/Solicitor

Office Holders (of Licensor)

THE COMMON SEAL OF STARLIGHT COMMUNITY PTY LTD
ACN 009 861 116 was hereunto affixed in the presence of:

.....)

.....)

who certify that they are the proper officer(s) to affix such seal in the presence of:-

)

.....

A Justice of the Peace/Solicitor