



**THE OLD NICK COMPANY INC.**

**AND**

**THE HIRER**

# **LICENSE HIRE AGREEMENT**

**50A LETITIA STREET, NORTH HOBART**

**\*\*\*\*Please ensure that you have read the entire document before signing\*\*\*\***

**Common Seal of OLD NICK COMPANY** )  
**INCORPORATED. (ABN 64 956 189 447)** is )  
hereunto affixed in the presence of: )

.....  
(Signature)

.....  
(Signature)

.....  
(Full Name)

.....  
(Full Name)

.....  
(Position)

.....  
(Position)

**Common Seal of** )  
**(ABN** ) is )  
hereunto affixed in the presence of: )

.....  
(Signature)

.....  
(Signature)

.....  
(Full Name)

.....  
(Full Name)

.....  
(Position)

.....  
(Position)

**EXECUTED** by  
**(ACN** ) in accordance with Section 127 of the Corporations Act:

.....  
Signature of Director

.....  
Signature of Director/Secretary

.....  
Name of Director in Full

.....  
Name of Director/Secretary in Full

**Signed Sealed & Delivered** by the said )  
in the presence of: )

WITNESS: .....  
FULL NAME: .....  
ADDRESS: .....  
OCCUPATION: .....

**Signed Sealed & Delivered** by the said )  
in the presence of: )

WITNESS: .....  
FULL NAME: .....  
ADDRESS: .....  
OCCUPATION: .....

**Signed Sealed & Delivered** by the said )  
in the presence of: )

WITNESS: .....  
FULL NAME: .....  
ADDRESS: .....  
OCCUPATION: .....

**THIS AGREEMENT** is made on the date specified in **Item 1** of the Schedule

**BETWEEN THE OLD NICK COMPANY INC. (ABN 64 956 189 447)** of 50A Letitia Street, North Hobart in Tasmania (“Old Nick”) of the first part

**AND** The party identified as the Hirer in **Item 2** of the Schedule (“the Hirer”) of the second part

**WHEREAS:**

- A Old Nick is the registered proprietor of the Premises. Old Nick supports theatre in Tasmania and assists other theatre companies to use the Premises as a rehearsal space.
- B The Hirer wishes to hire the Area of the Premises for the Permitted Use.
- C Old Nick has agreed to grant the Hirer a license to use and occupy the Area from the Commencement Date for the Term in exchange for payment of the Fees by the Hirer.
- D Old Nick owns the Facilities and Equipment. Old Nick has agreed to permit the Hirer to use the Included Facilities and Equipment in exchange for payment of the Fees by the Hirer.
- E Old Nick and the Hirer have entered into the terms and conditions contained in this Agreement for the hire of the Area and Included Facilities and Equipment.
- F The Guarantor has agreed to guarantee the obligations of the Hirer under this Agreement.

**NOW THIS AGREEMENT WITNESSES:**

**1 DEFINITIONS & INTERPRETATION**

**1.1 Definitions**

In this Agreement the following words and phrases have the following meanings ascribed to them:

- 1.1.1 **Agreement** means this license agreement and any schedules or annexures attached;
- 1.1.2 **Area** means the area as specified in **Item 4** of the Schedule;
- 1.1.3 **Bond** means the amount as specified in **Item 9** of the Schedule;
- 1.1.4 **Daily Fee** means the daily fee as specified in **Item 8** of the Schedule;
- 1.1.5 **Excluded Facilities and Equipment** means any Facilities and Equipment that is not Included Facilities and Equipment;
- 1.1.6 **Excluded Premises** means any section, area or part of the Premises of which the Area does not form part;

- 1.1.7 **Fees** means any fees or amount payable under this Agreement and includes, but is not limited to, the Daily Fee and the Weekly Fee;
- 1.1.8 **Included Facilities and Equipment** means the facilities and equipment which has been marked as hired and specified in Annexure B;
- 1.1.9 **Permitted Hours** means the hours permitted for use as specified in Item 11 of the Schedule;
- 1.1.10 **Permitted Use** means the permitted use as specified in **Item 10** of the Schedule;
- 1.1.11 **Facilities and Equipment** means the facilities and equipment as specified in Annexure B;
- 1.1.12 **Premises** means the premises as specified in **Item 3** of the Schedule;
- 1.1.13 **Term** means the term as specified in **Item 5** of the Schedule; and
- 1.1.14 **Weekly Fee** means the weekly fee as specified in **Item 7** of the Schedule.

## 1.2 Interpretation

In this Agreement where the context admits:

- 1.2.1 The covenants and undertakings of the Hirer if there is more than one shall bind them jointly and each of them separately;
- 1.2.2 The term Old Nick shall include Old Nick and Old Nick's executors administrators and assigns;
- 1.2.3 The term Hirer shall include the Hirer and the Hirer's executors administrators and permitted assigns;
- 1.2.4 The plural means the singular and vice versa;
- 1.2.5 Words of any gender include words of any other gender;
- 1.2.6 Headings are for convenience only and do not affect the interpretation;
- 1.2.7 Where any word or phrase is given a definite meaning in this Agreement any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- 1.2.8 References to statutes, regulations, ordinances and by-laws including amendments, re-enactments and consolidations of any of them;
- 1.2.9 Covenants and powers implied by statute are excluded unless such covenants and/or powers cannot be excluded by statute or are expressly incorporated in this Agreement;

- 1.2.10 Any covenant or undertaking prohibiting the Hirer from doing anything also prohibits the Hirer from authorising or allowing it to be done by any person;
- 1.2.11 If any provision of this Agreement is or becomes legally ineffective either at law or by statute then the ineffective provisions must be severed from this Agreement which otherwise continues to be valid and effective; and
- 1.2.12 This Agreement is governed by the laws of the State of Tasmania.

### **1.3 Counterparts**

This Agreement may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

## **2 LICENSE**

- 2.1 Old Nick hereby grants the Hirer a license to occupy the Area and to use the Area for the Term and commencing on the Commencement Date but only for the Permitted Use and in consideration for the Fees.
- 2.2 Old Nick hereby permits the Hirer to use the Included Facilities and Equipment for the Term from the Commencement Date.
- 2.3 The Hirer accepts the license of the Area and use of the Included Facilities and Equipment.
- 2.4 Old Nick and the Hirer agree that the license is non-exclusive and Old Nick is permitted to enter upon the Premises from time to time but is not entitled to grant any other or further license to the Area unless agreed by the Parties but is entitled to grant a further license of the Excluded Premises.
- 2.5 Old Nick is permitted, and the Hirer Agrees that Old Nick is permitted, to access the Excluded Premises at any time.
- 2.6 Old Nick hereby grants the Hirer use of the internet connection and wifi for purposes in connection with the Permitted Use.

## **3 HIRER'S COVENANTS**

The Hirer **HEREBY COVENANTS** with Old Nick as follows:

### **3.1 Fees**

- 3.1.1 To pay the Fees within fourteen (14) days of being provided with a valid tax invoice at the conclusion of the Term.
  - 3.1.1.1 If Old Nick directs that any Fees are not payable in accordance with the preceding sub clause then the Hirer is to pay any Fees in such a manner that Old Nick directs from time to time.
- 3.1.2 To not deduct any amounts from the Fees.

- 3.1.3 The Fee is an all inclusive fee and covers all costs and expenses relating to Municipal Rates, Land Tax, Water, Sewerage, Electricity and Internet.

## **3.2 Facilities and Equipment**

- 3.2.1 To keep the Included Facilities and Equipment in at least the same state of good and substantial repair as the Included Facilities and Equipment are in at the Commencement Date, except for any fair wear and tear.
- 3.2.2 To replace any damaged, broken or destroyed Facilities and Equipment.
  - 3.2.2.1 If the Hirer does not replace any damaged, broken Facilities and Equipment, Old Nick is permitted to deduct the cost of replacing any Facilities and Equipment from any Bond held, or to invoice the Hirer separately for replacing the Facilities and equipment.
- 3.2.3 To not use, or allow to be used, any Excluded Facilities and Equipment.

## **3.3 Area**

- 3.3.1 To not access, or allow to be accessed, the Excluded Premises except as permitted for access to the Area.
- 3.3.2 To keep all buildings, plate glass windows and all drains and other pipes in the Area in a good state of repair, order and condition in all respects (fair wear and tear and damage by fire storm and tempest alone excepted).
- 3.3.3 Without limiting the generality of the previous sub-clause the Hirer will be responsible for:
  - 3.3.3.1 Ensuring that all rubbish accumulated in and upon the Area is placed in suitable containers and is placed in the general rubbish or recycle bins provided;
  - 3.3.3.2 The immediate removal of any trade waste or wet refuse from the Premises including any contaminated substances; and
  - 3.3.3.3 Taking all necessary and reasonable precautions to keep the Area free from any rodents, vermin, insects and pests, and if necessary to do so by engaging the services of a pest controller.
- 3.3.4 If the Hirer does not comply with any of its obligations pursuant to this **clause 3.3** Old Nick is permitted to carry out any necessary work with any costs incurred by Old Nick to be paid by the Hirer within fourteen (14) days of receiving written notice of those costs.
  - 3.3.4.1 For the purposes of the preceding clause, the provision of a tax invoice for any costs incurred by Old Nick is sufficient to require payment from the Hirer.

- 3.3.5 To be courteous to other hirers of the Premises if the Hirer has not hired all of the Premises.

### **3.4 Alterations to the Area or the Premises**

- 3.4.1 Not during the Term to make any structural or other alterations in or to the Area or Premises without the written consent of Old Nick or Old Nicks authorised agent;
  - 3.4.1.1 Any works on the Area or Premises conducted by the Hirer pursuant to the proceeding sub-clause must be reinstated by the Hirer, at their own expense, to their original condition prior to the expiry of the Term;
  - 3.4.1.2 Any works on the Area or Premises, that Old Nick or Old Nick's agent provides written consent to remain at the expiry of the Term, are not required to be reinstated by the Hirer.
- 3.4.2 Any works conducted by the Hirer must be performed in a workmanlike manner and by qualified tradesmen which have been approved by Old Nick. The Hirer must also provide any drawings or specifications for any works.

### **3.5 Compliance with Laws**

Punctually and at the Hirer's expense comply with all laws, by-laws and all other requirements of all Municipal, Health and other Authorities having jurisdiction in respect of the Premises and the Permitted Use.

- 3.5.1 The preceding Sub-Clause does not extend to structural or capital works of any nature.

### **3.6 Yielding up of Area and Premises**

- 3.6.1 At the expiration or sooner determination of the Term the Hirer will peaceably surrender and yield up the Area, Premises and the Included Facilities and Equipment to Old Nick in a condition and state of cleanliness and repair required by the covenants and agreements on the Hirer's part to be observed and performed under this Agreement.
- 3.6.2 The Hirer will at or prior to the expiration of the Term or within a reasonable time in the event of the sooner determination of the Term remove from the Area and Premises any equipment, partitions, fittings, fixtures or other articles owned by the Hirer including those in the nature of trade or tenants fixtures brought or installed on the Area on behalf of the Hirer.
- 3.6.3 The Hirer will at or prior to the expiration or sooner determination of the Term:
  - 3.6.3.1 Use its best endeavors to avoid damage to the Area and Premises caused by removal of any equipment, partitions, fittings, fixtures or other articles owned by the Hirer;



3.6.3.2 Repair any damage caused to the Area or Premises by the Hirer's occupation of the Area and the removal of the Hirer's equipment, partitions, fittings, fixtures or other articles owned by the Hirer and disconnect and make same any facilities connected which have been removed and leave the Area and Premises secure and in a clean state and condition; and

3.6.3.3 Provide Old Nick with all keys, security fobs to the Area and Premises as directed by Old Nick from time to time, failing which Old Nick may, at the Hirer's expense, either cause additional keys to the locks of the Area and/or Premises to be cut and/or replace one or more of the locks or security fobs for the Area and/or Premises.

3.6.4 Any of the Hirer's equipment, partitions, fittings, fixtures or other articles owned by the Hirer not removed from the Area or Premises by the Hirer in accordance with this clause will become the property of Old Nick.

### **3.7 Use of the Area**

3.7.1 To use the Area only as and for the Permitted Use and only during the Permitted Hours and not for any other purpose.

3.7.2 Not to permit the Area to become vacant without the written consent of Old Nick.

3.7.3 Not to carry on in or upon the Premises any noisy or offensive trade or calling or to do or permit to be done anything in or upon the Premises which may be or become a nuisance annoyance or damage to the owners, hirers or occupiers of other properties in the neighbourhood of the Premises.

3.7.4 Not to use or cause or permit or suffer to be used the toilets, conveniences and bathroom facilities within the Premises for any purpose other than that for which they were designed and not to deposit therein sweepings, rubbish or other matter for which they were not designed and to make good any damage caused thereto by such mis-use.

3.7.5 Not to do or permit or suffer to be done upon or placed within the Premises anything which may overload the floors and/or walls thereof so that any part thereof may be strained or caused to sag or deflect from the correct line or be damaged.

3.7.6 The Hirer declares and covenants with Old Nick that the Hirer has not entered into this Agreement on reliance upon any promise, representation, warranty or undertaking given by or on behalf of Old Nick as to the suitability of the Area and Premises for the Permitted Use or as to whether the Area or Premises can be lawfully used for the Permitted Use.

3.7.7 Not to use the internet and wi-fi for any offence, illegal or inappropriate material. Not to use an excessive amount of data.

### **3.8 Accidents**

The Hirer is to give Old Nick immediate written notice of all accidents on or damage to the Premises and without limiting the generality hereof to give notice of any accidents to or defects in the water, gas, storm water or sewerage pipes or electrical fittings in the Premises PROVIDED THAT the provision of notice will not in any way relieve the Hirer from any liability in respect to any loss, injury or damage.

### **3.9 Liability for Loss**

3.9.1 That the Hirer shall not make Old Nick liable for:

- 3.9.1.1 any loss damage or claims for damages which the Hirer may suffer by reason of the nature of state Premises;
- 3.9.1.2 any defect or any injury to the Premises or to any person or to any property that may arise from the carrying out of any work of any kind whatsoever;
- 3.9.1.3 any damage from fire or explosion or water, liquids or sewerage;
- 3.9.1.4 the condition of the Premises or anything else occurring whether naturally or through negligence or otherwise.

3.9.2 Without limiting the generality of the preceding sub-clause the Hirer shall indemnify and keep indemnified Old Nick except to the extent that they are attributed to the negligence on the part of Old Nick, its employees, agents and contractors from and against all actions, claims, demands, losses, damages, costs and expenses which Old Nick shall or may be or become liable in respect of or arising from:

- 3.9.2.1 The negligent use, mis-use, waste or abuse by the Hirer or the Hirer's servants, agents, invitees or any person on the Premises of the water, gas, electricity, oil lighting and other services and facilities of the Premises;
- 3.9.2.2 Overflow or leakage of water in and from the Premises; and
- 3.9.2.3 Loss damage or injury from any cause whatsoever to property or person within or outside the Premises.

### **3.10 Good and Services Tax**

3.10.1 In respect of any payment (whether of rent or otherwise) which is required to be made by the Hirer by the terms of this Agreement whether to Old Nick or otherwise to also pay any GST to Old Nick or the Old Nick's agent which is required by law to be paid in addition to or in respect of or as a consequence of that payment.

3.10.2 If this Agreement requires the Hirer to pay, reimburse or contribute to a cost or outgoing for which Old Nick has received an invoice from a third

party which cost or outgoing includes GST, then the relevant amount for payment, contribution or reimbursement by the Hirer will be as follows:

3.10.2.1 Where Old Nick is entitled to an input tax credit for the GST component included in the cost or outgoing, the total amount invoiced to Old Nick exclusive of GST;

3.10.2.2 If, despite Old Nick using all reasonable endeavours, Old Nick is not entitled to an input tax credit for the GST the cost or outgoing, the total amount invoiced to Old Nick inclusive of GST;

3.10.2.3 If Old Nick recovery from the Hirer is treated for GST purposes as a taxable supply, any GST due in respect of the supply by Old Nick in addition to any component of the cost or outgoing recoverable under sub-clause 3.10.2.1 or 3.10.2.2 of this clause.

3.10.3 For the purpose of this clause "GST" means the Goods & Services Tax as provided for by the GST Law;

3.10.4 "GST Law" means the GST Act and associated legislation including, without limitation, delegated legislation; and

3.10.5 "GST Act" means the A New Tax System (Goods & Services) Act 1999 as it stands from time to time.

3.10.6 A party's right to payment under this clause 3.10 is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply pursuant to this Agreement.

#### **4 OLD NICK'S COVENANTS**

Old Nick **HEREBY COVENANTS** with the Hirer as follows:

##### **4.1 Maintenance of Exterior of Premises**

That Old Nick will at all times during the said term, at Old Nick' own cost and expense, maintain and keep the outer walls and roof of the Premises in good and tenable repair order and condition in all respects and will replace worn out spouting and downpipes and fences.

#### **5 MUTUAL COVENANTS**

It is hereby agreed by and between Old Nick and the Hirer as follows:

##### **5.1 Destruction of Premises**

In the event that the Premises or any part at any time during the Term is burnt down or damaged by fire so as to render the Premises wholly or partially unfit for use or habitation then so long as Old Nick's policy of insurance has not been vitiated by any act or omission of the Hirer or the Hirer's servants or agents then this Agreement will be terminated.

##### **5.2 Determination of Agreement**

That if and whenever:

- 5.2.1 The Fees or any part thereof is in arrears and unpaid for seven (7) days after any of the dates mentioned for payment of the Fees (whether the Fees have been legally demanded or not);
- 5.2.2 The Hirer fails to observe and of the covenants conditions or agreements on the Hirer's part herein contained;
- 5.2.3 The Hirer, being a company, is wound up or a petition is presented or an order is made or a resolution is passed for the winding up of the Hirer or if a meeting is convened for the purpose of considering any such resolution;
- 5.2.4 The Hirer, being a company, is placed under administration, official management or causes a meeting of its creditors to be summoned for the purpose of placing it under official management;
- 5.2.5 The Hirer, being a natural person, becomes bankrupt, commits an act of bankruptcy or enters into a deed of arrangement, deed of assignment or composition under Part X of the Bankruptcy Act 1966;
- 5.2.6 A Receiver is appointed in respect of any part of the assets or estate of the Hirer;
- 5.2.7 The Hirer makes default under, or commits any breach of, any charge or security over the Premises or this Agreement;
- 5.2.8 A compromise or arrangement is proposed between the Hirer and its creditors or any class of them or if an application is made to a Court for an order summoning a meeting of its creditors or any class of them of the Hirer;
- 5.2.9 The Hirer, being a company, fails to comply with any notice served upon it under Section 459E of the Corporations Law or any similar enactment in force in any other jurisdiction; or
- 5.2.10 Execution or any other process issued on a judgment, decree or order of any Court in favour of a creditor of the Hirer is returned unsatisfied in whole or in part;

Then in any such case it shall be lawful for Old Nick immediately thereupon or any time thereafter to determine this Agreement and to enter into and upon the Premises or any part thereof in the name of the whole and have possession and enjoy the same as and of his first and former estate anything hereinbefore contained to the contrary notwithstanding but without prejudice to any action suit or other remedy which it might otherwise have had for arrears of rent or preceding breach of covenant or otherwise.

### **5.3 Essential Terms of Agreement**

It is hereby expressly agreed and declared that:

5.3.1 The covenants on the Hirer's part to be observed and performed which are contained in the sub-clauses of **clause 3** and which are hereinafter specified are essential or fundamental terms hereof. Such sub-clauses are:

- 3.1 Fees
- 3.2 Facilities and Equipment
- 3.3 Area
- 3.4 Alterations to Area or the Premises
- 3.5 Compliance with Laws
- 3.6 Yielding up of Area and Premises
- 3.7 Use of the Area
- 3.9 Accidents
- 3.10 Liability for Loss
- 3.11 Good and Services Tax

5.3.2 In respect of the Hirer's obligation to pay the Fees the acceptance by Old Nick of arrears or of any late payment thereof shall not constitute a waiver of the essentiality of the Hirer's obligation to pay the same in respect of those arrears or of the late payments or in respect of the continuing obligation of the Hirer to pay such Fees during the Term;

5.3.3 The Hirer covenants to compensate Old Nick in respect of any breach of an essential term of this Agreement and Old Nick is entitled to recover damages from the Hirer in respect of those breaches. Old Nick's entitlement under this sub-clause 5.3 is in addition to any other remedy or entitlement to which Old Nick is entitled (including the right to terminate this Agreement) whether under this agreement or at common law, in equity under statute or otherwise;

5.3.4 In the event that the Hirer's conduct (whether acts or omissions) constitutes a repudiation of this Agreement (or the Hirer's obligations under this Agreement) or constitutes a breach of any Agreement covenant the Hirer covenants to compensate Old Nick for the loss or damage suffered by reason of the repudiation or breach;

5.3.5 Old Nick shall be entitled to recover damages against the Hirer in respect of repudiation for breach of covenant for the damage suffered by Old Nick during the entire term of this Agreement;

5.3.6 Old Nick's entitlement to recover damages shall not be affected or limited if the Hirer shall abandon or vacate the Premises or if Old Nick shall elect to re-enter or terminate this Agreement or if Old Nick shall accept the Hirer's repudiation or if the conduct of the Hirer or Old Nick shall constitute a surrender by operation of law;

5.3.7 Old Nick shall be entitled to institute legal proceedings claiming damages against the Hirer in respect of the entire Term including the periods before and after the Hirer has vacated the Premises and before and after the abandonment, determination, repudiation, acceptance of repudiation or surrender by operation of law referred to in the immediate preceding

paragraph of this clause whether the proceedings are instituted either before or after that conduct.

#### **5.4 Holding Over & Daily Fee**

5.4.1 If the Hirer continues to occupy the Area after the Term has expired the Hirer is to pay the Daily Fee to Old Nick.

5.4.1.1 Old Nick is entitled, and the Hirer Permits Old Nick, to deduct any Daily Fee from the Bond held by Old Nick.

5.4.1.2 Any Daily Fee that is not reimbursed to Old Nick by deduction from the Bond must be paid by the Hirer on or before seven (7) days from when the Daily Fee is incurred, being any day after the Term has expired.

5.4.2 Any period of holding over is not considered a renewal of this Agreement but shall be upon all the terms of these presents applicable thereto and shall be determinable by either party giving to the other one (1) weeks' notice in writing commencing at any time of the intention of the party giving notice to determine this Agreement and upon expiration of the notice this Agreement shall determine but without prejudice to the right of either party to recover compensation for any breach of this Agreement occurring antecedent to such determination.

#### **5.5 Termination by Notice**

Old Nick is permitted to terminate this Agreement by providing one (1) weeks written notice to the Hirer.

#### **5.6 Entire Agreement**

5.6.1 The covenants, provisions, terms and agreements contained herein expressly or by statutory implication cover and comprise the whole of the agreement between the parties.

5.6.2 The parties expressly agree and declare that no further or other covenants, agreements, provisions or terms whether in respect of the Premises or otherwise shall be deemed to be implied herein or to arise between the parties by way of a collateral or other agreement by reason of any promise, representation, warranty or undertaking given or made by either party to the other on or prior to the execution hereof (except arising from any agreement in writing between the parties in so far as such agreement was expressly intended to survive the execution of this Agreement).

#### **5.7 Bond**

5.7.1 It is hereby expressly agreed that the Hirer shall pay to Old Nick upon the execution hereof the Bond as stated in **Item 9** of the Reference Schedule, which is to be held by Old Nick during the Term and any extension thereof as a security for performance by the Hirer of the Hirer's covenants hereunder and on the expiration of the Term hereby created

from any cause Old Nick shall account to the Hirer for the Bond less any arrears of Fees and/or the cost of placing the Premises in repair in accordance with the covenants herein contained

## **5.8 Insurance**

5.8.1 Old Nick will maintain a policy of insurance for the Premises with respect to:

5.8.1.1 Damage or breakage to any plate glass windows;

5.8.1.2 The the buildings erected on the Premises, fixtures and fittings and the Facilities and Equipment against loss or damage by fire storm tempest and impact and such other risks as Old Nick may reasonably deem necessary or appropriate to the extent of the full insurable value thereof;

5.8.1.3 Public liability; and

5.8.1.4 Workers compensation.

5.8.2 The Hirer is not to do or permit to be done anything whereby the policy or policies of insurance in respect to the Premises, glass, Facilities and Equipment, public liability and workers compensation may become void or voidable or whereby the rate of premium thereof shall be increased and without prejudice to any other remedy Old Nick may have against the Hirer in respect to a breach of this Clause to repay to Old Nick all sums paid by way of increased premiums and all expenses incurred by Old Nick in or about any renewal of the policy or policies for the Premises and the Facilities and Equipment rendered necessary by a breach of this covenant and all such payments shall be added to the rent hereinbefore reserved and recoverable as such.

5.8.3 Without limiting the generality of the preceding sub clause, the Hirer is to pay any excess payable on any claim with respect to any insurance policy that is held by Old Nick unless any claim is as a result of Old Nicks negligent act or omission.

**EXECUTED** as an agreement.



## SCHEDULE

|                |                          |  |
|----------------|--------------------------|--|
| <b>ITEM 1</b>  | <b>Date</b>              | The          day of                  20  |
| <b>ITEM 2</b>  | <b>The Hirer</b>         |  |
| <b>ITEM 3</b>  | <b>The Premises</b>      | All that property situate at and known as 50A Letitia Street, North Hobart in Tasmania more particularly described in Certificate of Title Volume 65150 Folio 1  |
| <b>ITEM 4</b>  | <b>The Area</b>          | All that area situate on the Premises and shaded on the plan attached and marked "A" and all parts of ingress and egress to the area specified as well as three (3) car parks as directed by Old Nick. |
| <b>ITEM 5</b>  | <b>Term</b>              | Weeks and          Days  |
| <b>ITEM 6</b>  | <b>Commencement Date</b> | The          day of                  20  |
| <b>ITEM 7</b>  | <b>Weekly Fee</b>        |  |
| <b>ITEM 8</b>  | <b>Daily Fee</b>         |  |
| <b>ITEM 9</b>  | <b>Bond</b>              |  |
| <b>ITEM 10</b> | <b>Permitted Use</b>     |  |
| <b>ITEM 11</b> | <b>Permitted Hours</b>   |  |



## **Annexure "A"**

**“Annexure B”**