



Licence Agreement

Kowanyama Aboriginal Shire Council

(“Council”)

[INSERT]

(“Licensee”)

PARTIES

Kowanyama Aboriginal Shire Council

("Council")

[INSERT]

("Licensee")

RECITALS

- A. Council is the trustee owner of the Licensed Area.
- B. Council agrees to grant a Licence to the Licensee to occupy the Licensed Area for the Permitted Use for the Term pursuant to the terms and conditions contained in this Licence.
- C. The Licensee agrees to enter this Licence in accordance with the terms and conditions contained in this Licence.

OPERATIVE PROVISIONS

1. REFERENCE SCHEDULE

| Item | Reference | Details |
|--------|--|---|
| Item 1 | Council Address for Notices: Phone No.: Facsimile No.: Email address: Contact: | Kowanyama Aboriginal Shire Council Lot 30 Chapman Road, Kowanyama, Qld 4892 07 4083 7100 07 4060 5124 admin@kowanyama.qld.gov.au Chief Executive Officer |
| Item 2 | Licensee Address for Notices: Phone No.: Contact: | [insert] |
| Item 3 | Licensed Area | Kowyanama Bakery – Part of Lot 79 Chapman Road, Kowanyama Q 4892, more particularly described as, part of Lot 79 on SP272069 as shown in Schedule 1. |
| Item 4 | Licence Fee | \$1 (GST Excl) per annum. Payable upon invoice. |
| Item 5 | Licence Fee Review | [insert] |
| Item 6 | Term Commencement Date: Expiry Date: | 12 months [insert] [insert] |
| Item 7 | Insurance | Pursuant to clause 7 |
| Item 8 | Permitted use | Takeaway/ dine in food/ meals |

2. DEFINITIONS AND INTERPRETATIONS

2.1. In this Licence unless inconsistent with the context or subject matter:

- (a) **Commencement Date** means the commencement date stated in Item 6.
- (b) **Current CPI** means the Consumer Price Index number for Brisbane – All Groups (or the index officially substituted for it) for the quarter last published immediately before the relevant Review Date.
- (c) **Event of Default** means the occurrence of any one or more of the following events:
 - i. the Licensee fails to make a payment due under this Licence; or
 - ii. the Licensee fails to perform, keep, or fulfil any other covenant, undertaking, obligation, or condition in this Licence; or
 - iii. the Licensee attempts to assign, transfer or sublicense this Licence without Council's prior written consent pursuant to clause 12.1.
- (d) **Expiry Date** means the date specified in the Reference Schedule, and if an Option is exercised, includes the date the Option is scheduled to end.
- (e) **Fixtures** means all installations, plant, equipment, fixtures, fittings, furniture, furnishings, signs, and other property contained in the Licensed Area which are the property of Council. The Fixtures are and shall remain the property of Council.
- (f) **Land** means the land specified in the Reference Schedule, being the land on which the Licensed Area is located.
- (g) **Licence** means this Licence Agreement as varied or amended from time to time.
- (h) **Licensed Area** has the meaning given to that term in Item 3 and includes the Fixtures.
- (i) **Licence Fee** means the sum stated in Item 4 as reviewed in accordance with the terms of this Licence.
- (j) **Licensee** means the [insert] and its successors and assigns.
- (k) **Options** means any options to renew this Licence, which are specified in the Reference Schedule, and which may be exercised in accordance with this Licence.
- (l) **Party** means the Council and the Licensee individually and Parties means the Council and the Licensee collectively.
- (m) **Permitted Use** means the use of the Licensed Area for the Permitted Use specified in the Reference Schedule, and for no other purposes whatsoever.
- (n) **Reference Schedule** means the Reference Schedule contained in clause 1 of this Licence.
- (o) **Security Interest** has the meaning given to that term in the Personal Property Securities Act 2009 (Cth).
- (p) **Schedule** means the schedule or schedules to this Licence.
- (q) **Term** means the period commencing on the Commencement Date and ending on the Expiry Date and includes any Options.

2.2. Interpretation

In this Licence unless inconsistent with the context or subject matter:

- (a) a reference to a person includes any other legal entity;
- (b) a reference to a legal entity includes a person;
- (c) words importing the singular number include the plural number;
- (d) words importing the plural number include the singular number;
- (e) the masculine gender must be read as also importing the feminine or neuter gender;
- (f) a reference to a Party includes the Party's heirs, executors, successors and permitted assigns;
- (g) headings are for reference purposes only and must not be used in interpretation;
- (h) where any word or phrase is given a defined meaning any other part of speech or other grammatical form concerning the word or phrase has a corresponding meaning;
- (i) a reference to a statute includes all regulations and subordinate legislation and amendments;
- (j) references to writing include any mode of representing or reproducing words in tangible and permanently visible form, and includes e-mail and fax;
- (k) a reference to a monetary amount is a reference to an Australian currency amount;
- (l) an obligation of two or more Parties binds them jointly and each of them severally;
- (m) an obligation incurred in favour of two or more Parties is enforceable by them severally;
- (n) references to time are to local time in Queensland;
- (o) where time is to be reckoned from a day or event, the day or the day of the event must be excluded;
- (p) a reference to a business day means any day on which trading banks are open for business in Brisbane;
- (q) if any time period specified in this Licence expires on a day which is not a business day, the period shall expire at the end of the next business day;
- (r) a reference to a month means a calendar month.

3. AGREEMENT AND TERM

- (a) Council hereby grants the Licensee an exclusive licence to undertake the Permitted Use in the Licensed Area for the Term, and the Licensee accepts such engagement upon and subject to the terms and conditions of this Licence. For the avoidance of doubt, it is acknowledged that Council must not permit any other person or entity to use the Licensed Area.
- (b) The Term of this Licence begins on the Commencement Date and ends on the Expiry Date.

4. FEES PAYABLE TO COUNCIL

4.1. Licence Fee

The Licensee shall pay the Licence Fee to Council as directed, weekly in advance or at such other intervals as Council directs from time to time.

- 4.2.** If this Licence ends at a time other than the Expiry Date, the Licensee must pay to Council prior to the end of this Licence the proportion of the Licence Fee due at that time together with any other monies due under this Licence.

5. REVIEW OF LICENCE FEE

- 5.1.** The Licence Fee from and including each Review Date is the Licence Fee payable immediately before the relevant Review Date multiplied by the Current CPI and divided by the Previous CPI.
- 5.2.** Pending determination of the Licence Fee for any year of the Term, the Licence Fee shall be paid at the rate payable at the end of the previous year of the Term and an adjustment (if necessary) is to be made following determination of the reviewed Licence Fee.
- 5.3.** If the Licence Fee is not reviewed in accordance with this clause, then Council may, at any time, recover (as a liquidated debt) the difference between the fee levied and paid, and the fee that ought to have been levied and paid had the Licence Fee been reviewed in accordance with this clause. This subclause survives the expiry of this Licence.
- 5.4.** Regardless of any other provision in this Licence the Licence Fee in any year of the Term must not be less than the Licence Fee in the year immediately prior to that year

6. NO SET OFF

- 6.1.** The Licensee must make payments under this Licence to Council by the method which the Licensor reasonably requires without set-off, counterclaim, withholding or deduction.

7. MANAGEMENT AND OPERATION

7.1. Permitted Use

- (a) The Licensee will occupy the Licensed Area and use it for the Permitted Use only, and for no other purposes whatsoever.
- (b) If the Licensee wishes to use the Licensed Area for a purpose other than the Permitted Use, then the Licensee must seek Council's written consent, which may be given or withheld by Council in its absolute discretion.

7.2. Maintenance of Licensed Area

- (a) The Licensee is required to maintain the Licensed Area, including the Fixtures, in good and tenable condition at its own cost always throughout the Term, fair wear and tear, fire, explosion, flood, storm, force majeure, riot, civil common or war excepted.
- (b) If Council, acting reasonably, considers that the Licensed Area, including the Fixtures, is not being maintained in a good and tenable condition, Council must notify the Licensee to carry out specific repairs or maintenance at the Licensee's cost to ensure that the Licences Area is in good and tenable condition unless the Licensee disputes the Council's notice.
- (c) If Council reasonably considers the Lessee has not satisfactorily carried out repairs or maintenance specified in the notice given under clause 7.2(b) within a reasonable timeframe after provision of the Councils' notice in clause 7.2(b) (which must not be less than 21 days from the date of service of Council's notice) and subject to the Licensee not disputing the Council's notice, Council may enter the Licensed Area with five (5) business days' notice to effect the specified repairs and maintenance to ensure that the Licensed Area is in good and tenable condition, with all reasonable costs of such repairs or maintenance to be wholly recoverable from the Licensee.

- (d) obstruct or interfere with the free movement of users and other persons entitled to occupy the Licensed Area or adjoining areas;
- (e) keep or allow animals in the Licensed Area without Council's prior written consent which consent may be granted or refused or granted subject to conditions, and withdrawn at any time, in Council's sole discretion;
- (f) do anything in the Licensed Area that may be offensive, dangerous, illegal or which may cause nuisance to users and other persons entitled to occupy the Licensed Area or adjoining areas;
- (g) not paint, erect, or affix or permit to be painted, erected or affixed any signs, notices or advertisements to any part of the Licensed Area without the prior consent in writing of Council which consent may be granted or refused or granted subject to conditions in the discretion of Council.

7.3. Access

- (a) Prior to or on the Commencement Date, Council will provide to the Licensee all keys and security devices required to access the Licensed Area and the Common Area as necessary to gain access to and from the Licensed Area.
- (b) The Licensee will have access to the Licensed Area 24 Hours a day during the Term of this Licence.

7.4. Operating Expenses

The Licensee must pay the following expenses incurred or levied separately to the Licensed Area:

- (c) Electricity;
- (d) Garbage collection;
- (e) Water consumption; and
- (f) Sewerage charges.

The above expenses shall be reviewed annually each financial year in accordance with Council's fees & charges document as notified to the Licensee in advance.

7.5. Compliance

The Licensee, at its cost and expense, must:

- a) comply with all standards, laws and regulations in relation to the Permitted Use including but not limited to AS/NZ1569:2014 - The storage and handling of LP Gas; AS 4332-2014- The storage and handling of gases in cylinders and any applicable Workplace Health and Safety Electrical Safety Office Workers' Compensation Regulator standards;
- b) comply with all standards, laws and regulations in relation to the Permitted Use including Food Safety Act 2006, Food Safety Regulations 2016 and Food Safety Standards (3.2.2).
- c) comply at all times with all applicable laws, including any local laws and all relevant environmental protection laws and orders, and the requirements of authorities in connection with the Licensed Area, the Licensee's property and the use or occupation of the Licensed Area (including obtaining all permits);
- d) observe any applicable requirements of insurers and all relevant authorities relating to storage for categories of goods;
- e) comply with all fire safety laws and directions in respect of the Licensed Area and pay any associated levies or charges;
- f) remove trade waste and rubbish from the Licensed Area regularly and dispose of it in accordance with the requirements of Council and keep the Licensed Area clean and tidy at all times;

- g) know, understand and adhere to all workplace health and safety requirements and all environmental laws, including any particular requirements notified by Council to the Licensee from time to time;

7.6. Council's rights of entry etc

- (a) Without limiting any other provisions of this Licence, Council may with prior reasonable notice:

access any existing water or sewerage infrastructure located on the Licensed Area.

- (b) When accessing the Licensed Area pursuant to sub-clause (a) of this clause, Council shall use best endeavours to minimise interference with the Licensee's use of the Licensed Area for the Permitted Use.

7.7. Alterations, Additions, or Improvements

- (a) Council may after giving reasonable notice to the Licensee (except in an emergency, if it is impracticable to do so) enter the Licensed Area to make alterations, additions or improvements to any existing infrastructure contained on the Licensed Area, at its cost (unless otherwise agreed) that are required by law or necessary to ensure that the Building or the Licensed Area are safe or the services to the Building or Licensed Area continue to operate.
- (b) In carrying out any alterations, additions or improvements, Council shall take all reasonable steps to minimise interference with the Licensee's use of the Licensed Area for the Permitted Use.
- (c) The Licensee may not make any alterations, additions, or improvements (including the erection of signage) to the Licensed Area unless the Licensee has first obtained Council's prior written consent to the proposed alteration, addition or improvement, which consent may not be unreasonably withheld but may be subject to reasonable conditions (including but not limited to work plans and drawings).

7.8. Common Areas

- (a) Council permits the Licensee in common with others having the like rights to use the Common Areas for their intended purpose.
- (b) Council is responsible for maintaining and cleaning the Common Area, at its cost in a good, clean, and safe condition and state of repair.
- (c) The Licensee will use reasonable endeavours to prohibit its employees and others over whom it has control, from parking vehicles or otherwise obstructing the entrances, exits and driveways in and to the Common Areas.
- (d) The Licensee and any person under its control must not interfere with the air-conditioning equipment, appurtenances, or services within or about the Common Areas.
- (e) Any directory boards, provided by Council, are under the sole control of Council, who may allot space for the names and descriptions of the Licensees of the Building.
- (f) Council may, by giving written notice to the Licensee and others with access to the Common Areas, formulate and enforce rules and regulations relating to the Common Areas not inconsistent with the rights of the Licensee.

7.9. Telecommunications

Council will maintain the existing telecommunications facilities connected to the Premises at the Commencement Date in a good, clean, and safe condition and state of repair.

8. LICENSEE TO ACT ON OWN BEHALF

- (a) Nothing in this Licence shall constitute or be construed to create a partnership or joint venture between Council and the Licensee. All debts and liabilities to third persons incurred by the Licensee during the Licensee's use of the Licensed Area shall be the debts and liabilities solely of the Licensee and Council shall not be liable for any such debts and liabilities by reason of this Licence unless such debt or liability arises because of Council's negligent act, omission or default or breach of this Licence.
- (b) Each employee engaged by the Licensee shall be an employee of the Licensee and every person performing services in connection with this Licence, including any agent or employee of the Licensee or any agent or employee of Council hired by the Licensee, shall be acting as the agent of the Licensee.

9. INSURANCE

- (a) The Licensee shall, at its cost, from the date of this Licence provide and maintain:
 - i. public liability insurance having a minimum limit of twenty million dollars (\$10,000,000.00) for each and every occurrence against all claims which may be brought anywhere in the world (including extra-territorial actions), and arising out of the Licensee's use of the Licensed Area, for bodily injury death or damage to property of third parties which shall include coverage against liability arising out of the ownership or operation of motor vehicles and coverage in the same amount against all claims brought anywhere in the world arising out of alleged assault and battery, false arrest, detention, libel, slander, defamation or other violation or wrongful entry or eviction; and
 - ii. workers' compensation insurance effected in accordance with laws for the time being requiring such insurances, arising out of the Licensee's use of the Licensed Area (if applicable); and
 - iii. any other insurance required by law or which Council reasonably requires.
- (b) All insurances shall be in such form and for such amounts and with such companies as approved by Council, which approval shall not be unreasonably withheld.
- (c) The Licensee assumes all risks in connection with the adequacy of any insurance and waives any claim against Council (in the absence of negligence of Council) for any liability, cost or expense arising out of any uninsured claims, in part or in full, of any nature whatsoever.
- (d) Prior to the Commencement Date, and on further occasions upon request of Council, the Licensee must provide evidence satisfactory to the Council of the terms and currency of each of the insurance policies referred to in this clause.

10. RISK AND INDEMNITY

- (a) Council (including its employees, representatives, contractors or any associated entity who performs services on behalf of Council hereunder) is not liable to the Licensee in contract, tort or otherwise whatsoever for any loss or damage (including consequential loss) to any person or property arising from the occupation and use of the Licensed Area by the Licensee or others, save to the extent the loss or damage is a consequence of the negligent acts or omissions of Council (or Council's employees, representatives, contractors or associated entities).
- (b) The Licensee:

- I. uses and occupies the Licensed Area at its sole risk;
- II. shall be liable for claims of third parties for personal injury and property damage not covered by the insurance required under Clause 7 which result from the negligence of the Licensee having due regard to the standards set out in this Licence provided that the Licensee shall not assert any claims against Council and Council shall not be liable to the Licensee for any losses, damages, liabilities or expenses (including legal costs) incurred or sustained by the Licensee to the extent that the same are covered by insurance and the applicable insurer pays such amounts;
- III. indemnifies Council from and against any claim, damage, loss, or expense suffered by Council or others arising out of or in connection with the use of the Licensed Area by the Licensee or the Licensee's employees and agents or because of or arising out of the grant of, or the exercise of, this Licence, save to the extent the loss or damage is a consequence of the negligent acts or omissions of Council.

11. EVENTS OF DEFAULT AND TERMINATION

11.1. Termination on notice

Council may at any time and without cause, terminate this Licence upon the provision of no less than one (1) calendar months' written notice to the Licensee.

11.2. Termination for default

- (a) If an Event of Default occurs, Council shall give the Licensee a notice in writing requesting that the Event of Default be remedied.
- (b) If the Event of Default is not remedied within fourteen (14) days of the date of the notice provided pursuant to paragraph (a) of this clause, Council may give to the Licensee notice of its intention to terminate its obligations under this Licence after the expiration of fourteen (14) days from the date such notice is served.
- (c) Upon the expiration of such period referred to in sub-clause (b) of this clause, Council shall (without prejudice to any rights arising prior to such date) have no further obligations to the Licensee and this Licence shall be deemed to be terminated.
- (d) Subject to subclause (e), if upon receipt of such notice the Licensee cures the default within the said fourteen (14) day period then such notice shall be of no force and effect.
- (e) Subclause (d) does not apply, and the notice shall remain effective even if the default is cured, if the notice relates to a default that has occurred more than once in the six (6) months preceding the date of the notice.

11.3. Rights in Addition to Other Remedies

The rights contained in this clause shall be in addition to all rights and remedies for breach of contract or otherwise available to Council.

12. END OF LICENCE

12.1. The Licensee to yield up Licensed Area

When this Licence ends, either at the end of the Term or upon termination pursuant to this Licence, the Licensee must peacefully yield up the Licensed Area in good condition, fair wear and tear excepted, and return to Council all keys and security devices relating to the Licensed Area.

12.2. Removal of improvements etc.

- (a) The Licensee must during the last fourteen (14) days of the Term remove any chattels, fixtures, fittings, additions, signage, and other branding it has stored on, erected, or affixed to the Licensed Area during the Term, and the Licensee must make good any damage caused by the removal.
- (b) Any items not removed from the Licensed Area under sub-clause (a) of this clause shall be deemed abandoned and will become the property of Council.
- (c) the Licensee's property becomes the property of Council in accordance with subclause (b) of this clause, then Council may, in its absolute discretion:
 - i. retain the property;
 - ii. dispose of the property, with the costs of such disposal to be wholly recoverable from the Licensee as a debt immediately due and owing.

13. HOLDING OVER

- (a) If the Licensee remains in occupation of the Licensed Area after the expiration of the Term with the consent of Council, the Licensee becomes a monthly tenant. The Licensee shall continue to pay the same amount of License Fee and other money under this Licence in accordance with this Licence.
- (b) The monthly tenancy created under sub-clause (a) will continue via the same terms of this Licence (so far as the terms can be applied to a monthly tenancy) until either party gives the other party one month's written notice terminating the tenancy. However, if the Licensee is in default, Council may give 72 hours written notice to the Licensee terminating the tenancy.

14. GENERAL

14.1. Assignment and other dealings

- (a) Subletting and encumbering

The Licensee must not without Council's prior written consent (which may be withheld or given on such conditions required by Council in its absolute discretion):

- i. sublet or in any manner part with possession of the Licensed Area; or
- ii. mortgage or otherwise encumber the Licensee's interest in this Licence.

- (b) Assignment

The Licensee must not assign this Licence without the prior written consent of Council provided that such consent will not be unreasonably withheld if:

- i. the Licensee has, at least thirty (30) days before the proposed assignee intends to take possession of the Licensed Area pursuant to an assignment, makes a written request for Council's consent together with:
 - A. in relation to each proposed assignee:
 - I. their full names and addresses;
 - II. an up-to-date summary of assets and liabilities prepared by and signed by an accountant;
 - III. any other information reasonably required by Council to establish the proposed assignee's financial position; and
 - ii. the Licensee proves to Council's reasonable satisfaction that:
 - A. the proposed assignee is respectable, suitably qualified, and capable of carrying on the Permitted Use and performing the obligations on the part of the Licensee under this Licence; and
 - B. the proposed assignee is of sufficiently substantial financial standing, having regard to both its net assets and revenue, that a reasonable person would consider that the proposed assignee is able to meet the Licensee's payment obligations under this Licence for the entire duration of the unexpired Term.

(c) Council's consent

Any consent by Council to a proposed assignment given under this clause is conditional upon each of the following occurring before the proposed assignee takes possession of the Licensed Area:

- i. the Licensee and the proposed assignee entering a deed of consent with Council in the form reasonably required by Council;
- ii. the proposed assignee providing Council with a guarantee and indemnity signed by the proposed guarantor in favour of Council in the form required by Council;
- iii. the Licensee and the proposed assignee complying with Council's reasonable requirements in relation to the documentation of the intended assignment;
- iv. any default by the Licensee under this Licence arising up to the date of completion of the proposed assignment being remedied; and
- v. the Licensee paying to Council the Council's reasonable legal costs of the giving of its consent.

(d) Change of Control

If the Licensee is a corporation (which is neither listed nor wholly owned by a corporation whose shares are listed on the official list of the Australian Stock Exchange Limited), a change in the effective control of the corporation is deemed to be an assignment of this Licence and the Licensee may not make that change unless it obtains Council's prior written consent and complies with subclauses (b) and (c) (except for subclause (c)(i)) of this clause.

14.2. Native Title

The parties acknowledge and agree that nothing contained in this Licence constitutes a future act for the purposes of the Native Title Act 1993 (Cth).

14.3. Goods and Services Tax

(a) In this clause:

"GST" means the same as in the GST Law; and

"GST Law" means the same as "GST law" means in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

(b) A recipient of a taxable supply made under this Licence must pay to the supplier, in addition to the consideration for the taxable supply, any GST paid or payable by the supplier in respect of the taxable supply.

(c) The recipient must pay the GST to the supplier:

- A. if there is a due date for the consideration for the taxable supply, either on that date or within fourteen (14) days of receiving a tax invoice for the taxable supply whichever is the later; or
- B. if there is no due date, within fourteen (14) days of receiving a tax invoice for the taxable supply.

(d) A party's obligation to reimburse another party for an amount paid or payable to a third party (for example a party's obligation to pay another party's legal costs) includes GST on the amount paid or payable to the third party except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

(e) Each party making a taxable supply under this document must issue a tax invoice to the other party for each taxable supply within fourteen (14) days after the due date for payment of the consideration of the supply under this Licence.

(f) Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this document.

14.4. Notices

(a) Any notice, statement or demand required or permitted under this Licence shall be in writing and may be served in any manner recognised by law or by email, hand delivery or mail to the address of the recipient specified in this Licence or most recently notified by the recipient to the sender.

(b) If notice is sent by:

- I. email, it shall be deemed to have been served on the business day following transmission (unless evidence of a failed transmission is immediately received by the party transmitting the email).
- II. hand delivery, it shall be deemed to have been served on the day the document is left at the address for hand delivery (or if the document is served on a day that is not a business day or after 5.00pm on a business day, on the next business day).
- III. mail, it shall be sent by pre-paid post and shall be deemed to have been served seven (7) days after date of posting.

14.5. Governing Law

The laws of Queensland (and so far, as applicable of the Commonwealth of Australia) shall govern this Licence and each party hereby expressly accepts and acknowledges the jurisdiction of the Courts of Queensland and of Australia and all Courts to which appeals from those Courts may be taken.

14.6. Further instruments

Council and the Licensee shall execute and deliver all such further agreements and other instruments, do all things, and take any other action necessary to make this Licence fully effective, binding, and enforceable as between them and as against third parties.

14.7. Headings

Headings are inserted for convenience only and are not intended to govern the meaning of any of the provisions of this Licence.

14.8. Waiver

The waiver of any term or condition on any occasion shall not be deemed a waiver of such term or condition on any other occasion.

14.9. Severance

If a provision of this Licence is void or unenforceable it must be severed from this Licence and the provisions that are not void or unenforceable are unaffected by the severance.

14.10. Whole agreement

This Licence constitutes the whole of the agreement between the Parties relating to the subject matter hereof.

14.11. Amendment

This Licence can only be amended, supplemented, replaced, or novated by another document signed by the Parties.

14.12. Liability for cost

- (a) Each Party must pay its own expenses subject to sub-clause (b) of this Clause.
- (b) The Licensee must pay the total legal costs incurred by Council on a solicitor and own client basis because of the negotiation and execution of this Licence.
- (c) Subject to sub-clause (b), each party must pay its own costs in relation to this document unless this document provides otherwise.
- (d) The Licensee shall pay to Council on demand Council's reasonable costs and expenses (including legal fees and disbursements on a solicitor and own client basis) in connection with:
 - I. considering, approving, and supervising anything needing Council's consent,
 - II. any dealing arising out of this Licence initiated by the Licensee;
 - III. any default by the Licensee, any termination of this Licence due to the Licensee's default, and the enforcement of any term or condition or the exercise of any
 - IV. power and any litigation commenced by or against the Licensee concerning the Licensee's occupation and use of the Licensed Area; and
 - V. responding to a request by the Licensee for any amendment or variation to this Licence.

14.13. Counterparts, Fax, and Email

This Licence may be executed in any number of counterparts and when executed communication of the fact of execution to the other parties may be made by sending evidence of execution by fax or email.

Executed as an Agreement

EXECUTED by **KOWANYAMA ABORIGINAL SHIRE**)

COUNCIL in accordance with the *Local*)
Government Act 2009 in the presence of:)

) Mayor

Witness: _____)

Dated: _____)

) Chief Executive Officer

EXECUTED by **[insert]** pursuant to its Constitution)
in the presence of:)

) Signature of Authorised Representative

Dated: _____)

) Name of Authorised Representative

SCHEDULE 1

Map 1 – Bakery – Part of Lot 79 on SP272069 (licence area as highlighted, including road-frontage outdoor dining area)

