

This Licence to Occupy contract template is to be used by Girl Guides Queensland for any group or individual owning Public Liability Insurance.

Please note as follows:

- A \$55.00 service fee (Including GST) will be applied to each LTO processed by GGQ. This fee will be invoiced to the Districts by GGQ. Districts can invoice the user for these fees at the commencement of the agreement.
- For businesses, groups or individuals **with** their own Public Liability insurance policy for a one off event, use [QF.IP.04 Licence to Occupy – One Off Event](#)
- For groups or individuals **without** their own Public Liability insurance policy, use [QF.IP.08 Facility Hire Licence Agreement](#).
- Before a Licence to Occupy or Facility Hire Agreement is completed, if your hut or the land that it sits on is leased, you must check with property@guidesqld.org to ensure that you are permitted to sublet.
- Any alterations to the Agreement must be initialled by both parties.
- **All pages to the Agreement must be initialled in the bottom right-hand corner by the user.**
- All Agreements need to be forwarded to compliance@guidesqld.org for approval. The LTO (QP.IP.02) needs to be signed by the CEO, State Commissioner and one Board Member before the hiring commences. Include a copy of the Licensee Certificate of Currency.

Any termination of the Agreement or an extension must be advised by email to compliance@guidesqld.org.

How to Use this PDF Document

1. Open this Licence to Occupy document in Adobe Reader. (This is free software available for download from <http://get.adobe.com/uk/reader>)
2. Read through the contract replacing all the text containing the “<<>>” symbols on pages 1, 9 and 10 with the information relevant to your contract.
Example <<replace text>>
3. When your contract is complete, with all information and ready to sign, print pages marked 1-10 only. **(Do not print this instruction page)**

Checklist

Licensee has provided a copy of their Certificate of Currency

Send a copy of the completed Licence to Occupy agreement with Licensee Certificate of Currency to compliance@guidesqld.org.

THIS LICENCE

made on the _____ day of _____ 20____

BETWEEN:

GUIDES QUEENSLAND

of 35 Tamarind Street, Marsden in the State of Queensland, 4132
("Guides Queensland")

AND:

_____, in the state of _____,

("Licensee")

BACKGROUND:

A. Guides Queensland is the owner/lessee of the land upon which the Hut is situated.

B. Guides Queensland has agreed to grant to the Licensee a licence to enter and use the Premises (being part of the Hut) on the terms specified in this Licence.

IT IS AGREED:

1. Definitions

1.1 In this Licence, unless the context or subject matter otherwise requires:

- (a) any reference in this Licence to any of the terms set out in the Schedule of this Licence is to be construed to incorporate the data that corresponds with those terms in the Schedule;
- (b) "District Manager" or "Region Manager" means the District Manager or Region Manager respectively of Guides Queensland for the District or Region within which the Hut is situated; and
- (c) "Premises" means part of the inside area of the Hut from the surface of the floor to the underside of the ceiling and between the internal surfaces of all exterior window frames and exterior walls of the Hut, and includes all fixtures and fittings and floor coverings in the Premises, but excludes any cupboards, rooms, storage or other areas or facilities which are locked by Guides Queensland or which Guides Queensland notifies the Tenant are not part of the area that is able to be licensed from time to time.

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2. Interpretation

- 2.1 In the interpretation of this Licence, unless the context or subject matter otherwise requires:
- (a) a reference to the singular includes the plural and vice versa;
 - (b) a reference to any gender includes every gender;
 - (c) a reference to a person includes a corporation, trust, association, partnership, government authority or other legal entity;
 - (d) a reference to writing includes printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible form, in English;
 - (e) references to statutes include statutes amending, consolidating or replacing the statutes referred to and all regulations, order-in-council, rules, by-laws and ordinances made under those statutes;
 - (f) headings are for convenience only and do not form part of this Licence or affect its interpretation;
 - (g) where any word or phrase is given a defined meaning, another grammatical form of that word or phrase has a corresponding meaning;
 - (h) a reference to a party includes that party's executors, administrators, successors and permitted assigns;
 - (i) a reference to money is to Australian dollars unless otherwise stated;
 - (j) the word 'including' and similar expressions are not words of limitation; and
 - (k) if a party consists of more than one person this Licence binds them jointly and each of them severally.

3. Grant of Licence

- 3.1 Guides Queensland grants to the Licensee and the Licensee accepts a licence to enter and use the Premises for the Permitted Term commencing on the Commencement Date but limited to the Permitted Hour/s on the Permitted Day/s subject to the terms of this Licence.
- 3.2 Guides Queensland reserves the right during the term of this Licence:
- (a) to change the Permitted Day/s or the Permitted Hour/s; or
 - (b) to use the Premises itself to the exclusion of the Licensee during any one or more of the Permitted Day/s or the Permitted Hour/s, provided that Guides Queensland gives the Licensee at least 4 weeks prior written notice of the change referred to in clause 3.2(a) or of Guides Queensland's intention to use the Premises on one or more occasion instead of the Licensee as referred to in clause 3.2(a).

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3.3 Guides Queensland also reserves the right of the District Manager or Region Manager or any person authorised by one of them, to enter the Hut (including the Premises) and to use the Hut and its facilities (not including the Premises) for any purpose and at any time when the Licensee may be using the Premises provided that reasonable steps are taken to minimise interference with the Licensee's use of the Premises at the material time.

4. Purpose

- 4.1 The Licensee will not use or permit the Premises or any part of it to be used for any purpose other than the Permitted Purpose.
- 4.2 The Licensee must obtain the permission of the District Manager or Region Manager before using the Premises for any purpose other than the Permitted Purpose.

5. Occupation Fee

- 5.1 The Licensee will pay to Guides Queensland the Occupation Fee for each Fee Period without any formal or other demand, in advance, commencing on the Commencement Date and then on the first day of each Fee Period and in the case of any broken period of less than one full Fee Period by an instalment on the first day of the broken period of a proportionate amount.
- 5.2 All payments by the Licensee to Guides Queensland are to be made by way of a cheque, credit card or electronic bank transfer to Girl Guides Queensland to:

BSB:

AC:

- 5.3 Notwithstanding clause 5.1, in the event Guides Queensland uses the Premises itself to the exclusion of the Licensee during any one or more of the Permitted Day/s or the Permitted Hour/s pursuant to clause 3.2, the Licensee will not be obliged to pay for the proportionate part of the Occupation Fee relating to the Permitted Day/s or Permitted Hour/s in the Fee Period when Guides Queensland used the Premises instead of the Licensee. However, if the Licensee uses the Premises at an alternate time in the Fee Period to make up for the time when Guides Queensland used the Premises instead of the Licensee, the Licensee must still pay the Occupation Fee.

6. GST

- 6.1 Regardless of any other provision of this Licence, if a goods and services tax or similar value added tax ("GST") is imposed on any supply made to the Licensee under or in accordance with this Licence, the amount the Licensee must pay for that supply is increased by the amount of the applicable GST.
- 6.2 The Licensee must pay the applicable GST amount to Guides Queensland at the same time and in the same manner as the GST-exclusive amount is paid by the Licensee.
- 6.3 If GST is payable by the Licensee, Guides Queensland must provide to the Licensee a tax invoice for the supply in the approved form in accordance with the relevant GST law.

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7. Keys

- 7.1 Guides Queensland will provide the Licensee with the Permitted Number of keys to enable entry to the Premises.
- 7.2 The details of any person holding a key on behalf of the Licensee must be entered into a key register kept by the District Manager or Region Manager and signed for by the holder. If there is any change in the person holding a key on behalf of the Licensee, the new holder must be registered in the key register kept by the District Manager or Region Manager.
- 7.3 The Licensee must not duplicate any key provided by Guides Queensland and if the Licensee loses or misplaces any key provided by Guides Queensland, Guides Queensland will arrange a replacement key for the Licensee and the Licensee must pay (or reimburse Guides Queensland) for the cost incurred in producing a replacement key.
- 7.4 All keys provided by Guides Queensland must be returned to the District Manager or Region Manager at the end of the Permitted Term or the earlier termination of this Licence.

8. Use of the Premises

8.1 The Licensee must:

- (a) keep the Premises clean and tidy;
- (b) comply with all statutes, regulations and ordinances regarding the use of the Premises;
- (c) follow all reasonable and lawful instruction given by Guides Queensland concerning the use by the Licensee of the Premises;
- (d) comply with any directions and regulations displayed in the Premises by Guides Queensland;
- (e) not cause or permit any rubbish to be left in or about the Premises;
- (f) not let the Premises be used in any noxious or offensive manner or do or permit any nuisance, annoyance or obstruction to Guides Queensland or other users or occupiers of the Hut or of any adjoining or nearby properties;
- (g) not bring onto or store in the Premises any inflammable or corrosive fluids or chemicals other than those that are normally used in the conduct of the Permitted Purpose (in which case any such fluids or chemicals must be kept in suitable containers);
- (h) not store any property of the Licensee in the Premises without first obtaining the consent of the District Manager or Region Manager, which will not be unreasonably refused;
- (i) not deface or alter the Premises;
- (j) not use or interfere with any equipment or items of property in the Premises that is owned by or in the possession and control of Guides Queensland;
- (k) not affix any signage in or on the Premises without consent of Guides Queensland and/or Lessor.

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- (l) promptly report to the District Manager or Region Manager all damage caused to the Premises by the Licensee or its invitees;
- (m) promptly repair all damage to the Premises or replace damaged property in the Premises at the Licensee's cost where such damage was caused by the Licensee or its invitees; and
- (n) ensure the exterior doors and windows of the Premises are locked securely each time the Licensee finishes using the Premises.
- (o) The Licensee must always comply with child protection legislation in connection with their activities in the licensed area and ensure their employees and volunteers comply with this legislation as well. Child Protection Legislation means any legislation relating to the protection of children and young people in Queensland and includes the Child Safe Standards set out in [The Child Protection Act 1999](#) and the [Child Protection Regulation 2011](#).

9. Use of the Hut and its Facilities

- 9.1 When the Licensee is using the Premises for the Permitted Purpose during the term of this Licence, the Licensee may use any kitchen facilities in the Hut on the basis that the Licensee's obligations in clause 8.1 apply to the use of those kitchen facilities as if they were part of the Premises and in particular:
- (a) all rubbish must be removed from the kitchen (and the Hut) on the day of use;
 - (b) any heating or cooking equipment in the kitchen must be turned off when the kitchen is not in use;
 - (c) any damage caused to the kitchen facilities by the Licensee or its invitees must be reported to the District Manager or Region Manager promptly; and
 - (d) any damage caused to the kitchen facilities by the Licensee or its invitees must be repaired or damaged items replaced by the Licensee promptly, at the Licensee's cost.
- 9.2 When the Licensee is using the Premises for the Permitted Purpose during the term of this Licence, the Licensee may use any toilet facilities in the Hut on the basis that the Licensee's obligations in clause 8.1 apply to the use of those toilet facilities as if they were part of the Premises.
- 9.3 When the Licensee is using the Premises for the Permitted Purpose during the term of this Licence, the Licensee may use any car parking facilities on the land where the Hut is situated on the basis that the Licensee's obligations in clause 8.1 apply (where they can) to the use of those car parking facilities as if they were part of the Premises.

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10. Risk

- 10.1 The Licensee must always comply with child protection legislation in connection with their activities in the licensed area and ensure their employees and volunteers comply with this legislation as well. Child Protection Legislation means any legislation relating to the protection of children and young people in Queensland and includes the Child Safe Standards set out in [The Child Protection Act 1999](#) and the [Child Protection Regulation 2011](#).
- 10.2 Guides Queensland is not responsible for the safe custody of any property used or left in the Premises (or in the Hut or its facilities) by the Licensee.
- 10.3 The Licensee uses the Premises (and the Hut and its facilities) at its own risk and Guides Queensland is not responsible for loss or damage to any property of the Licensee used or left in the Premises (or the Hut or its facilities) or injury or damage done or suffered by any person when entering, leaving or being in the Premises (or the Hut or its facilities) unless caused by the negligence of Guides Queensland, and Guides Queensland is exempted from liability for such loss, injury or damage however caused.

11. Indemnity

- 11.1 The Licensee indemnifies Guides Queensland against any losses, liabilities or legal costs incurred by Guides Queensland or any claims or actions against Guides Queensland brought by the Licensee or anyone else, arising directly or indirectly out of or in connection with the Licensee's breach or non-performance of its obligations under this Licence or the Licensee's use of the Premises (or the Hut or its facilities).

12. Insurance

- 12.1 The Licensee will during the term of this Licence at its expense obtain and keep in full force and effect in the name of the Licensee (noting the interests of Guides Queensland if requested), public risk liability insurance covering the Licensee's use of the Premises (and the Hut and its facilities) to the extent of not less than \$20 million per occurrence. Evidence of such insurance must be given to Guides Queensland on or before the Commencement Date and upon the periodic renewal of any such insurance policy by the Licensee.

13. Termination

- 13.1 Guides Queensland may terminate this Licence by giving at least 7 days prior written notice of termination at any time in any of the following circumstances:
- (a) where the Licensee fails to pay the Occupation Fee for a period in excess of 7 days; or
 - (b) where the Licensee breaches any covenant contained in this Licence.
- 13.2 The Licensee or Guides Queensland may terminate this Licence by giving at least 7 days prior written notice to the other party.

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14. On Expiry or Termination

- 14.1 On the expiry or earlier termination of this Licence, the Licensee must promptly remove from the Premises (and the Hut and its facilities) all of the Licensee's property, leaving the Premises (and any part of the Hut or its facilities that the Licensee used) clean and tidy, and returning to Guides Queensland all keys in accordance with clause 7.4.
- 14.2 If the Licensee fails to comply with clause 14.1, Guides Queensland may remove any property of the Licensee from the Premises (or the Hut or its facilities) at the risk and as the agent of the Licensee and may retain it until the Licensee pays the costs incurred in such removal and storage and any other money owing by the Licensee to Guides Queensland in connection with this Licence.

15. Costs of this Licence

- 15.1 Each party must pay its own costs and outlays in connection with the negotiation, preparation and execution of this Licence.
- 15.2 The Licensee must pay any stamp duty payable in connection with this Licence.

16. Option to Extend Term (if applicable)

- 16.1 Subject to clause 16.3, if the Licensee gives Guides Queensland written notice during the Notice Period that it wishes to extend this Licence for the Extension Period and the Licensee has at all times during the Permitted Term complied with its obligations under this Licence, then Guides Queensland will grant a further licence on the following conditions:
- (a) the Permitted Term of the further licence will be the Extension Period;
 - (b) the Occupation Fee payable during the further licence will be an amount set by Guides Queensland before the further licence commences; and
 - (c) the terms and conditions will be the same as the terms and conditions of this Licence except this clause 16 will be deleted and the items in the Schedule will be amended or deleted as appropriate to apply to the further licence.
- 16.2 Any documents that Guides Queensland may reasonably require to be entered into for the further licence must be prepared and stamped (if necessary) by Guides Queensland and executed by the Licensee within 1 month after Guides Queensland gives them to the Licensee.
- 16.3 If the Occupation Fee payable during the further licence, which is to be set in accordance with clause 16.1(b), is not acceptable to the Licensee, then the Licensee will not be obliged to take the further licence and Guides Queensland will not be obliged to grant the further licence.

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17. General Provisions

- 17.1 The Licensee has a personal right of occupation on the terms specified in this Licence and has no interest in the land on which the Premises are situated. The legal right to possession and control over the Premises remains vested in Guides Queensland throughout the term of this Licence.
- 17.2 This Licence is personal to the Licensee and the Licensee must not assign the benefit of this Licence or grant any sub-licence or cease to use the Premises personally.
- 17.3 Any notice may be served on either party by post or by personal delivery to that party at its current residential or business address, and by leaving it with that party personally, or by leaving it with some person over the age of 18 years residing or working at that party's address, or in the case of a notice to Guides Queensland then by personal delivery to the District Manager or Region Manager. A notice must be treated as given and received upon delivery, or if posted then on the expiration of 2 business days after posting.
- 17.4 The Law of Queensland governs this Licence. The parties submit to the non-exclusive jurisdiction of the courts of Queensland for the purpose of any action, suit or proceedings relating in any way to this Licence.
- 17.5 This Licence contains the entire agreement and understanding between the parties on everything connected with the subject matter of this Licence. All representations or agreements made prior to the date of this Licence and relating to any matter dealt with in this Licence are merged in this deed and do not have any effect from the date of this Licence.
- 17.6 If any part of this Licence is, or becomes, illegal, void or unenforceable then it is severed and the remainder of this Licence remains in force.
- 17.7 Failure or delay in exercise, or partial exercise of a right, power, authority, discretion or remedy arising from a breach of or default under this Licence does not result in a waiver of that right, power, authority, discretion or remedy. A right, power, authority, discretion or remedy may only be waived by notice signed by the party to be bound by the waiver and a waiver is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.
- 17.8 Where Guides Queensland is the lessee of the land upon which the Hut is situated, this Licence is subject to the terms of the lease to Guides Queensland.

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SCHEDULE

| | | |
|---------|---|---|
| Item 1 | Hut | The District Guide Hut at: QLD |
| Item 2 | Permitted Term | |
| Item 3 | Commencement Date | |
| Item 4 | Permitted Hours | (Subject to Clause 3.2) |
| Item 5 | Permitted Day/s | (Subject to Clause 3.2) |
| Item 6 | Permitted Purpose | |
| Item 7 | Occupation Fee Service Fee (One Off Payment) | \$ \$55.00 (Including GST) |
| Item 8 | Occupation Fee Period | |
| Item 9 | Permitted Number of Keys | |
| Item 10 | Extension Period | |
| Item 11 | Notice Period | and not less than before the expiration of the Licence |
| Item 12 | Certificate of Currency | Date of Expiry Copy provided and attached |

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LICENCE TO OCCUPY

EXECUTED as a Deed.

THE COMMON SEAL of **GUIDES QUEENSLAND**

was hereunto affixed this day of 20

by authority of a resolution of the State Commissioner.

District Manager

| | |
|---|--|
| Signature | |
| Name of District Manager (BLOCK LETTERS) | |

Region Manager

| | |
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| Signature | |
| Name of Region Manager (BLOCK LETTERS) | |

State Commissioner

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| Signature | |
| Name of State Commissioner | |

Board Member

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| Signature | |
| Name of Board Member | |

Chief Executive Officer

| | |
|---------------------------------|--|
| Signature | |
| Name of Chief Executive Officer | |

and by LICENSEE

If company

ACN in accordance with section 127 of the Corporations Act 2001;

Director/Executive

| | |
|---|--|
| Signature | |
| Name of Director/Executive (BLOCK LETTERS) | |

Director

| | |
|-------------------------------------|--|
| Signature | |
| Name of Director (BLOCK LETTERS) | |

If an individual

| | |
|-------------------------|--|
| Signature | |
| Name (BLOCK LETTERS) | |

witnessed in the presence of

| | |
|------------------------------------|--|
| Signature | |
| Name of Witness (BLOCK LETTERS) | |