

LANDGATE OFFICE LICENCE - AGREEMENT

PARTIES

Western Australian Land Information Authority, a body corporate established by the Land Information Authority Act 2006 trading as Landgate (**Landgate**). Landgate occupies the premises at 1 Midland Square, Midland, Western Australia, 6056 (**Premises**).

The Guest specified in item 1 of the Schedule (**Guest**).

LICENCE TERMS AND CONDITIONS

- 1 Landgate **grants** to the Guest a non-exclusive and non-transferable licence to use the Designated Office Space for the Business Development Purposes during the Term on the terms and conditions of this Agreement (**Licence**).
- 2 The Guest is not required to pay a licence **fee**. However, the Guest is responsible for paying (i) any fees, charges, taxes and expenses the Guest incurs in connection with using the Licence, and (ii) any additional fees, charges, taxes and expenses Landgate incurs in connection with the Guest using the Licence.
- 3 The Licence allows the Guest to use office space on the Ground Floor of the North Wing of the Premises (**Designated Area**). Landgate will allocate office space in the Designated Area (**Designated Office Space**). Landgate may at any time change the Designated Office Space to a different office space in the Designated Area. The Guest shall not access any part of the Premises other than the Designated Area unless it has Landgate's prior written consent.
- 4 Landgate may grant similar office licenses to other guests. Landgate does **not guarantee** the availability of office space for the Guest. During the Term of the Licence, the Guest may use the **facilities** referred to in the Guidelines. Landgate does not guarantee the availability of the facilities. The Guest shall not bring any **visitors** onto the Premises without Landgate's prior written consent. The Guest must comply with the most recent version of the "Landgate Office Licence **Guidelines**".
- 5 The Designated Office Space and the facilities are made available to the Guest in good faith on an "**as is**" **basis**. Landgate does not make any representation or **warranty** to the Guest as to the suitability of the Designated Office Space or the facilities for the Guests purposes. The Guest uses the Designated Office Space and facilities at its own **risk**. Subject to clause 8, Landgate will not be liable for any loss or damage occasioned to the Guest by provision of the Designated Office Space and the facilities under this Agreement or use of the Designated Office Space or facilities by the Guest; and the Guest releases Landgate from any claim for any such loss or damage.
- 6 Landgate may at any time **terminate** the Licence immediately by giving the Guest notice. If either (i) the Term of the Licence expires and is not renewed or (ii) the Licence is terminated; then the Guest shall immediately (i) leave the Premises and not return, (ii) remove all of the Guest's property from the Premises, and (iii) return all of Landgate's property to Landgate (eg access / swipe cards etc). If any of the Guest's property is left on the Premises after the termination or expiry of the Licence, then

Landgate may dispose of that property at the Guest's expense in any way Landgate chooses without liability or responsibility to the Guest.

- 7 To the fullest extent permitted by law, the Guest irrevocably **releases** Landgate from any claim that the Guest may have against Landgate in connection with this Licence. The Guest must **indemnify** and keep indemnified, hold harmless and defend Landgate in respect of all claims, demands, actions, suits and damages for loss, damage or injury, including indirect or consequential loss in connection with or arising from (i) any unlawful, negligent (act or omission) or wilful misconduct of the Guest arising in relation to this Agreement, (ii) any breach of this Agreement or any tort or negligence by the Guest in connection with this Agreement, (iii) any legal costs, charges and expenses arising from this clause; except to the extent such loss is caused by Landgate's negligence or breach of this Agreement. This clause will survive termination of this Agreement.
- 8 To the maximum extent permitted by law, Landgate **excludes all liability** and responsibility to the Guest (or any other person) in contract, tort (including negligence), or otherwise, for any loss, including consequential loss, or damage resulting, directly or indirectly, from any use of, or reliance on, the Licence, this Agreement, the Premises and the facilities. If the Guest suffers loss or damage as a result of Landgate's negligence, breach of contract or other act or omission that cannot at law be avoided pursuant to this clause, any claim by the Guest against Landgate will be limited in respect of any one incident, or series of connected incidents, to one thousand Australian dollars \$1,000. This clause will survive termination of this Agreement.
- 9 Any **notice** given under this Agreement may be given by email to the email address specified in the schedule and shall be deemed to have been given upon transmission.
- 10 Any **variation** of the terms and conditions of this Agreement will only be binding if in writing and signed by both parties. This Agreement and the Guidelines constitutes the **entire agreement** between the parties and supersedes any previous agreements or representations, written or oral. A **waiver** by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach. The **rights** provided in this Agreement are cumulative with and not exclusive of the rights provided by law or available in equity independently of this Agreement. The Guest must not **assign** or transfer its rights under this Agreement without Landgate's prior written consent. The Guest is not by virtue of this Agreement a partner, joint venturer, employee or agent of Landgate, nor does the Guest have any power or authority to bind or represent Landgate, or represent itself as such. If any provision of this Agreement becomes **invalid, illegal or unenforceable** for any reason, this Agreement shall remain otherwise in full force apart from such provision which shall be deemed deleted or the provision shall be read down to the extent reasonable to make it valid and enforceable, at Landgate's election. This Agreement is governed by the **law** of Western Australia and the parties submit to the non-exclusive jurisdiction of the **courts** of Western Australia.
- 11 The Special Conditions specified in the Schedule form part of this Agreement.

SCHEDULE

1 GUEST

[insert the following details for the Guest full name / street address / email address / tel no]

2 TERM

[] months starting on the Start Date
Start Date [insert date]

3 SPECIAL CONDITIONS

3.1 NOT APPLICABLE

SIGNATURES

Landgate

Guest

Signed for and on behalf of the Western Australian Land Information Authority in accordance with authorisation under section 87 of the Land Information Authority Act 2006 by

Justin Van Didden
Director Commercialisation & Partnerships

Signature of Guest

Date / /

Date / /

Signature of Witness

Signature of Witness

Print Name of Witness

Print Name of Witness