

LICENCE AGREEMENT



FOR THE USE OF A STUDIO AT THE SHAKESPEARE GROVE ARTIST STUDIOS

THIS LICENCE AGREEMENT is made on the / / 20

BETWEEN Port Phillip City Council ('The Licensor'), corner Carlisle Street and Brighton Road, St Kilda of the one part as Licensor.

AND THE LICENSEE whose name or organisation's name and description are set out in Part 2 of Schedule 1 ('the Licensee') of the other part concerning occupancy of artist studio space outlined in Part 3 of Schedule 1 ('the premises').

WITNESSES that in consideration of the licence fee reserved and subject to the provisions contained in this Agreement the Council licences to the artist the space set out in Part 3 of Schedule 1 ('the premises') for the permitted use set out in Part 9 of Schedule 1 and the right to use any common areas to be held by the Licensee for the term set out in Part 5 of Schedule 1 ('the term') from the date set out in Part 6 of Schedule 1 ('the commencement date') at the licence fee set out in Part 7 of Schedule 1 ('the licence fee').

This Licence Agreement is subject to the provisions of the Crown Land (Reserves) Act 1978 and regulations thereunder, the licence conditions attached and any Statutory and other Special Conditions set out in the Schedule.

SIGNED UNDER DELEGATED AUTHORITY

PORT PHILLIP CITY COUNCIL

on..... 20

.....

Manager Cultural and Economic Development

SIGNED by **THE LICENSEE** or).....

)

ON BEHALF OF THE LICENSEE)

in the presence of:).....

A. THE ARTIST COVENANTS WITH THE COUNCIL AS FOLLOWS:

1. To pay the licence fee on the days and in the manner set out in Part 7 of Schedule 1 to the Council or as the Council may otherwise from time to time direct.
2. Not to do or permit to be done any of the following:-
 - (a) the carrying on in or upon the space of any trade, business (including classes or workshops), occupation or activity other than that agreed upon from discussion with the Arts Administrator;
 - (b) any act or thing whereby any policy of insurance effected by the Council in respect of the premises may become void, voidable, unenforceable or otherwise prejudicially affected;
 - (c) the use of the space for sleeping accommodation;
 - (d) any defacing or structural alteration or additions to the space or the premises, unless discussed and agreed upon with the Arts Administrator;
 - (e) any act of illegal, improper or immoral nature or anything which is likely to bring the reputation of the Council into disrepute or in any way to interfere with the quiet enjoyment of adjoining owners or occupiers, subject always to the use of the space as provided in Clause 2(a);
 - (f) any act whereby the space or the common areas may become obstructed or untidy or used for any purpose other than for the purpose for which they are designed.
 - (g) anything requiring use of toxic or flammable materials without prior written approval from the Arts Administrator.
3. To give a minimum period of notice of 30 days in advance if the Licensee wishes to quit the premises and/or terminate this agreement. Upon quitting the premises or the termination of this Agreement, the Licensee is required to leave walls, floor and any fittings or fixtures in reasonable condition and to remove all personal belongings and rubbish from the studio.
4. To report any damage to the interior or exterior of the building made by the Licensee themselves or by other hirers and noticed by the Licensee, to the Arts Administrator immediately (in person, by telephone, or in writing).
5. To permit an officer of the Council or a person authorised by an officer of the Council to enter the space to view and examine the condition of the space or carry out repairs to the space.
6. To observe and comply with the provisions and requirements of all Acts, Regulations, By-Laws and the Council's conditions and rules of occupancy as outlined in Schedule 3, so far as they relate to the space or the use thereof.

7. To use the space as an artists' studio/arts office and not to sublet or provide free the space to any other individual. To attend the space regularly and consistently throughout the term (more than five hours per week) except during periods of illness, reasonable holidays or approved professional development leave (up to 10 weeks). An artist can apply to the Arts Administrator for a maximum of up to 10 weeks professional development leave over the period of the 3year tenancy but the rent must be paid during this time with no sub-letting. Should the artist request to take longer than the 10 weeks they would need to vacate and reapply.
8. To pay the Council's legal costs and expenses incurred in consequence of any damage caused, default or breach by the Licensee under this Licence Agreement.
9. To reimburse the Council for the amount of the excess paid under the Council's insurance policy should the Licensee cause damage to any part of the building or contents at Cnr Spenser St & Shakespeare Gve, St Kilda, which necessitates a claim on the Council's insurance policy.
10. To indemnify the council and hold it harmless against any claims, or liability for damage, loss or injury, which may occur in the space.
11. To move to another studio at "Shakespeare Grove Artist Studios" within 7 days if requested to do so in writing by the Arts Administrator. (An adjustment in licence fee may be applicable depending on the alternative room's size).

B. THE COUNCIL COVENANTS WITH THE ARTIST AS FOLLOWS:

1. To permit the Licensee to peaceably hold and enjoy the use of a studio at Shakespeare Grove Artist Studios during the term or such shorter period as is provided for in Item 5 of Schedule 1 so long as the Licensee pays the Licence Fee reserved and performs the obligations imposed under this Agreement.
2. To permit the Licensee to use in common with the Council, and any other person permitted by the Council, the common areas (toilets, common lobbies, corridors, passages, stairways, landings, washrooms and tea rooms).
3. To provide toilet facilities within the premises of the common areas, for the use of the Licensee as may be required by law and to ensure that the facilities in the common areas are maintained.
4. To insure the building and the Council's contents at Spenser Street, St Kilda. The Council does not insure the contents of the Artist's Studios.

C. THE ARTIST AND THE COUNCIL COVENANT WITH EACH OTHER AS FOLLOWS:

1. If the premises are destroyed or damaged due to natural causes so as to render the space or the common areas unfit for occupation and use by the Licensee either party may by written notice to the other elect to put an end to this Licence Agreement and

the remainder of the term, without right or claim by either party, other than in respect of any prior rights. If neither party so elects, or if the space is only partially damaged, the licence fee or a fair and just proportion thereof according to the nature and extent of damage sustained may abate until the space has been reinstated by the Council. If the Council does not commence to reinstate the space within a reasonable period of time, the Licensee may give written notice to the Council and elect to put an end to this Licence Agreement and the term.

2. Should any major building works or repairs need to be undertaken that may affect an artist's access to the studios, Council will endeavour to give notice of any works or repairs.
3. If the premises are destroyed or damaged due to the Licensee's actions, Council can review and terminate the agreement and may pursue damages.
4. If the Licensee fails to pay any licence fee for 30 days after the due date this Licence Agreement shall be immediately reviewed at the Council's discretion and can lead to termination. Repeated failure of payment on due dates will result in eviction of the tenant.
5. If the Licensee commits a breach of any obligation hereunder and the Council serves on the Licensee a written notice specifying the breach and requiring the Licensee to remedy it and the Licensee fails within 14 days to remedy the breach, the Council may re-enter upon the space and this Licence Agreement will be terminated.
6. There is no right conferred to the licensee of subletting or assigning the studio space.
Should the Licensee wish to terminate this Licence Agreement prior to the expiry date, it shall be at the Council's absolute discretion whether or not to terminate the Licence Agreement, and if so, from what date. The Licensee may apply to share a studio, and this will be granted at the discretion of the Studio Committee.
7. Any notice or demand required to be given hereunder shall be sufficiently served on the Council if left at or sent by post addressed to the Arts Administrator at: City Of Port Phillip, Private Bag 3, St Kilda Post Office, St Kilda 3182; or their authorised representative, (i.e. Arts Administrator) and shall be sufficiently served on the Licensee if served personally or if left addressed to the Licensee within the space or forwarded to the Licensee by pre-paid post to the postal address given to Council by the Licensee.
8. The further provisions (if any) set out in Schedule 1 together with Schedules 2 and 3 form part of this Licence Agreement and accordingly bind and benefit the parties in all respects.
9. Should any dispute arise concerning any matter referred to in this Licence Agreement, and the matter cannot be resolved between the Arts Administrator and the Licensee, the dispute will be referred to the Council's Manager, Cultural and Economic Development, Port Phillip City Council for consideration. Except in matters of law, where both parties have their normal legal rights, the decision of the Manager, Cultural and Economic Development, Port Phillip City Council shall be final and binding on both parties.

10. Should the tenant not attend the premises for a period of 4 weeks without prior consultation with the Arts Administrator, this Licence Agreement will be subject to immediate review by Council and this can result in its termination.

11. The term of this agreement is a six month probationary period with an option to extend the licence agreement by a further 30 months subject to the Licensee meeting the key performance indicators set out in Schedule 3

SCHEDULE 1

1. **LICENSOR:** Port Phillip City Council
Cnr Brighton Road and Carlisle Street
ST KILDA VIC 3182
2. **LICENSEE:** **Name**
Address
Suburb
State/Postcode
3. **PREMISES:** **Studio** (dimensions are included in Schedule 4)
at the Shakespeare Grove Artist Studios
Cnr. Spenser St & Shakespeare Gve.
ST KILDA VIC 3182
4. **POWERS UNDER WHICH LICENCE GRANTED:** Section 17B Crown Land (Reserves) Act 1978
5. **LICENCE TERM:** 36 months made up of a 6 month probation period and an extended term of 30 months contingent on the Licensee's six month review and meeting his/her Key Performance Indicators and obligations under this Agreement.
6. **COMMENCEMENT:**
7. **LICENCE FEE:** \$ (incl.GST) in advance.
Due on the 1st day of each month. Rent will increase by (approx.) 3.5% each new financial year.
8. **MANNER OF PAYMENT:** Monthly rent to be paid by internet banking, cash or cheque in person at any City of Port Phillip Town Hall Cashier or at any Australia Post Office made to City of Port Phillip
Private Bag No 3
St Kilda, 3182
9. **PERMITTED USE:** Artist studio
10. **SECURITY DEPOSIT:** \$
(equivalent to one months rent in advance)
plus KEY BOND: \$50.00
Security deposit to be paid by cash or cheque in person at City of Port Phillip Town Hall Cashier
Trust acc. no: 01 07530 2500
TOTAL BOND AMOUNT: \$

SCHEDULE 2

CONDITIONS AND RULES OF LICENCE AGREEMENT

FIRE PRECAUTIONS

1. Licensees are responsible for the observance of fire precautions. Licensees must familiarise themselves with fire exits and location of extinguishers.
2. No cooking appliances are allowed in the studio space (with the exception of a microwave and electric kettle), nor may any cooking be undertaken except in designated common areas.
3. Electric heaters may be used but only electric oil or air blow variety. Bar heater or kerosene heaters **may not** be used.
4. Smoking is not permitted in the building.
5. Any highly inflammable materials must be used with great care and disposed of properly. No more than 2 litres of a flammable liquid should be stored at the studio at any one time. Explosive, toxic or hazardous substances or acids may not be used.

WEATHER PRECAUTIONS

6. Licencees should be aware that the St Kilda area experiences occasional severe weather events and therefore licencees should consider elevating artworks from floor and ensuring works are safely stored for protection.

USE OF STUDIO

7. The Council is not responsible for injury to person using the room except when such injury is a result of the Council's own negligence.
8. The room shall not be used by people other than the Licensee, unless previously negotiated by the Arts Administrator with the agreement of the Studio Committee.
10. The office telephones are not available for Licensee's use.
11. Noise levels must be tolerable for other licensees and the public, etc.
12. Hallways, verandahs and outside recreation space must be kept clear at all times.
13. The Licensee(s) shall not paint or deface the main structural walls or floor in any way without written consent from the Arts Administrator.
14. Lights and heaters should not be left on unnecessarily. It is the responsibility of each individual that everything is turned off and locked when she/he leaves

the building.

15. The Licensees who require project assistance and access for project participants should apply for permission to the Arts Administrator and Studio Committee.
16. Licensees are totally responsible for deliveries of their own goods to and from the studio.

SECURITY

17. Licensees are responsible for the studio and its security. Licensee's personal belongings and equipment are not covered by Council's insurance policy. Entry gates and the studio doors should be locked at dusk.
18. Licensees have a key to their individual studio, the studio building and to the gates of the Veg Out Community Garden. These doors must not be left open, when not in use.
19. It is forbidden to change locks, copy or lend keys. Keys must be returned at the end of the licence. A key bond of \$50.00 is payable at the commencement of the lease and refundable when keys are returned. A charge of \$50.00 will be incurred for any key replacement.

CLEANLINESS

19. Licensees must dispose of their own rubbish. Domestic rubbish in small quantities may be disposed of in the site bins, larger quantities of waste, or any hazardous substances must be removed from the site at the Licensee's expense or by contacting Council's Waste Management Service.
20. Foodstuffs likely to cause odour or to attract vermin must be disposed of thoughtfully.
21. Respect must be shown towards maintaining the cleanliness of the communal areas.

MEETINGS AND COMMUNITY CONTRIBUTION

22. The Licensees are expected to attend studio meetings concerning the studio issues and site activities.
23. The Licensees, as members of the studio and broader community, are required to schedule two community engagement projects or events into their annual program

MISCELLANEOUS

24. Licensees are required to be familiar with the conditions and rules of occupancy. A breach of one of these rules will be sufficient to cause the termination of the licence agreement. The Arts Administrator may from time to time alter existing or prepare additional rules of occupancy if, in their opinion, it is necessary.
25. Helium balloons are not to be used at events and applicants are also strongly encouraged to avoid the use of non-helium balloons. The City of Port Phillip has joined with Zoos Victoria in their campaign to replace balloons with other environmentally friendly alternatives. Balloons and their attachments frequently escape and find their way into the environment, threatening wildlife and affecting shorelines and waterways.

SCHEDULE 3

Six Month Review Key Performance Indicators:

Items	Review	Comment
1. Regular attendance at studio		
2. Attendance at studio meetings		
3. Community participation		
4. Permitted use of the studio only & respect for common areas		
5. Payment of licence fee		
6.		
7.		
8.		
9.		

SCHEDULE 4 – Dimensions / Map of Studio Space

