

Licence to Occupy- Leased Carpark

This deed of Leased Car Park is made on the day of acceptance of the enclosed Terms & Conditions, between UniLodge (Licensor) & You (Licensee)

Between the following parties:

1. **Unilodge Sydney ACN 071082427 (“Licensor”) and**
2. **You (“Licensee”)**

RECITALS:

- A. The Licensor is entitled to exclusive use of the Car Park pursuant to the Exclusive Use By-Laws.
- B. The Licensor has agreed to grant a licence to the Licensee to park cars in the parking spaces in accordance with the provisions of this deed.

THIS DEED WITNESSES that in consideration of, among other things, the mutual promises contained in this deed, the parties agree:

PART 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this deed:

“Building” means the Building known as “UniLodge on Broadway - Sydney”, situated 185-211 Broadway, Broadway NSW 2007.

“Business Day” means a day in which banks are open for business excluding a Saturday, Sunday or Public Holiday.

“By-Laws” means any or all or part of the by-laws for the purpose of the Strata titles Act 1973 (NSW) for the time being in force in respect of the Strata Plan.

“Car” means a motor vehicle which is not capable of seating more than 8 people or does not weigh more than 2 tonnes.

“Car Park” means the “car area” as described and defined in By-Law 30 of the Exclusive Use By-Laws registered with the Strata Plan.

“Commencement Date” means the date specified in Item 4 of the Reference Schedule.

“Licence Fee” means the amount set out in Item 3 of the Reference Schedule.

“Parking Space” means the parking space specified in Item 5 of the Reference Schedule.

“Review date” means each three months after the Commencement Date.

“Strata Plan” means Strata Plan as indicated above.

“Term” means the Term of the License specified in Item 2 of the Reference Schedule.

“User” means any person authorised to use the parking space under clause 3.1 (a).

1.2 Interpretation

In this deed, headings and holdings are for convenience only and do not affect the interpretation of this deed and, unless the context otherwise requires:

- a. Words importing the singular include the plural and vice versa.
- b. Words importing a gender include any gender.
- c. Other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning.

- d. An expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency.
- e. A reference to any thing (including, but not limited to, any right) includes a part of that thing.
- f. A reference to a part, clause, party, annexure, exhibit or schedule is a reference to a part, clause, party, annexure, exhibit or schedule to, this deed and a reference to this deed includes any annexure, exhibit or schedule.
- g. A reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing them, and a reference to a statute.
- h. A reference to a document includes an amendment or supplement to, or replacement or notation of, that document.
- i. A reference to a party to a document includes that party's successors.
- j. No provision of this deed will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this deed or that provision.
- k. A covenant or agreement on the part of two or more persons binds them jointly and severally.
- l. A reference to a deed other than this deed includes an undertaking, deed, agreement or legally enforceable arrangement or understanding whether or not in writing.
- m. A reference to an asset includes all property of any nature, including but not limited to a business, and all rights, revenues and benefits.
- n. A reference to a document includes an agreement in writing or any certificate, notice, deed, instrument or other document of an kind.
- o. A reference to liquidation includes official management, appointment or an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding-up, dissolution, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution.
- p. A reference to a body, other than a party to this contract, (including, without limitation, an institute, association or authority), whether statutory or not;
 - 1. Which ceases to exist; or
 - 2. Whose powers or functions are transferred to another body; is a reference to the body which replaces it or which substantially succeeds to its powers or functions; and;
- q. A reference to a month means a calendar month.

1.3 Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the preceding Business Day.

PART 2: LICENSE AND LICENCE FEE

2.1 Grant of Licence

a. The Licensor grants a non-exclusive to the Licensee to park one car in the parking space during the Term.

b. The Licensor may give written notice to the Licensee altering the position of parking spaces allocated to the Licensee.

2.2 Terms of Licence

The Term of this License is 12 months as set out on page 1 of this agreement. After this period the Licensor will offer the Licensee a new 12 month contract unless otherwise terminated under clause 4.1.

2.3 Fee Payable

- a. The Licensee must pay the Licence Fee during the Term in accordance with “Share with Oscar” Terms and Conditions.
- b. If the Licensee does not pay the License Fee on or before the due date the License is in default under this deed.

2.4 Review of Licence Fee

- a. The Licensor may review the License Fee on a Review Date by serving on the Licensee a notice at least one month prior to the Review Date specifying the Licence Fee on and from the Review Date.
- b. If the Licensee does not wish to continue the License by paying the reviewed License Fee the Licensee must notify the Licensor as soon as practicable and provide 30 days written notice.

PART 3: USE OF CAR PARK

3.1 Authorised Users

- a. The Licensee may authorise one other person to become a registered User. Only a Licensee or User may use the Car Park.
- b. The Licensee must provide the Licensor written notice of the nominated authorised User. The Licensee must provide the Users name, Make, Model & Registration of the car to be parked before the User may use the Car Park
- c. A Maximum of two (2) cars can be registered to each space at any one time.
- d. The Licensee and User must comply with the all obligations under this deed in respect of the use of the Car Park.
- e. If in the reasonable opinion of the Licensor, a User does not comply with this deed in respect of the Use of Car Park, the Licensor may, by written notice to the Licensee, require the Licensee to cancel that person’s authority as a User.
- f. Upon receipt of a notice under clause 3.1 e, the Licensee must cancel the person’s authority as a User, and the Licensee:
 - i. Must ensure that the person ceases to use the Car Park immediately; and
 - ii. Must not reinstate that person as a User without prior written approval of the Licensor.
- g. This Clause does not limit the rights of the Licensor under Part 4.

3.2 No Nuisance

The Licensee and any User must not do any of the following:

- a. Create a nuisance;
- b. Disturb or interfere with the Licensor or any other User of the Car Park;

- c. Run the engine of a car for any longer than is necessary to park the car when entering or leaving the Car Park;
- d. Sound the horn of a car unnecessarily;
- e. Deposit any rubbish, wrappings, paper or garbage in the Car Park; or
- f. Obstruct any access to an entrance or exit of the Car Park.

3.3 Compliance with traffic signs and By-laws

The Licensee and/or User must at all times observe, comply with and ensure any agent, contractor, sub-contractor, employee or invitee of the Licensee or any User and any other person claiming through or under the Licensee or any other User at all times observe and comply with:

- a. Every traffic sign in the Car Park or at an entrance or exit of the Car Park; and
- b. Any rule or condition of entry of the Licensor applying in respect of the Car Park of which the Licensee has been given a copy and made aware; and
- c. All by-laws in respect of the Building.

3.4 Unsound Vehicles

- a. The Licensee must not bring or allow to be brought into the Car Park any car unless it is in sound mechanical condition and does not drip fluids which could cause a hazard.
- b. The Licensee must promptly clean up and remove any fluids emitted from a car in the Car Park.

3.5 Hazardous Substances

- a. The Licensee must not bring into, or leave in the Car Park, or in a car in the Car Park, any offensive or hazardous substance other than fuel in the storage tank of a car.
- b. The Licensee and any User must:
 - i. Use their best endeavours to maintain the Licensor's security arrangements in respect of the Building; and
 - ii. Observe all directions issued by the Licensor in respect of the Building's security outside normal business hours.
- c. The Licensee must notify the Licensor immediately upon the theft or loss of any security card issued to the Licensee.
- d. The Licensee must return to the Licensor every security card issued to the Licensee immediately upon Termination of this License under clause 4.1 a, 1, 2 or 3.
- e. The Licensee must pay for the replacement of any security card which is lost or not returned by the Licensee.

3.6 Repairs

The Licensee must not:

- a. Carry out or permit to be carried out, repairs or maintenance to a car in the Car Park; or
- b. Clean or wash a car in the Car Park except in any service bay provided by the Licensor for that purpose.

3.7 Designated Spaces

The Licensee must ensure that each car is parked wholly within the Parking Space.

3.8 Licensor's Right to Move Cars & Reallocate Spaces

- a. The Licensor may reallocate any vehicle to a new space within the Car Park and move any car which is in breach of the Terms & Conditions contained within this Licence to Occupy, or presents a risk to the facilities and/ or other users of the carpark.
- b. Subject to clause 3.8 c, the Licensor is not liable for any damage caused to a car if it is moved by the Licensor, its agent or employee.
- c. Clause 3.8 b, does not apply to the extent the damage is caused by any negligent or wilful act of the Licensor or its agent or employee.
- d. Clause 3.8 is to continue after cancelation or termination of this Licence.

3.9 Release of Licensor

- a. The Licensee and any Users bear the entire rise of their use of the Car Park.
- b. Subject to Clause 3.9 c, the Licensee releases the Licensor to the full extent permitted by law from all actions, claims, demands and other liability which may arise in respect of:
 - i. Any accident or damage to property in or near the Car Park;
 - ii. Any injury to or death of any person in or near the Car Park; and
 - iii. Any loss or damage to fixtures or personal property of the Licensee or any User.
- c. Clause 3.9 b does not apply to the extent that the liability is caused by any negligent or wilful act of the Licensor or its agent or employee.

3.10 Indemnities by Licensee

- a. Subject to clause 3.10 b, the Licensee indemnifies the Licensor against any liability, loss or expense in respect of damage to the property of or injury to, any User; or any agent contractor, sub-contractor, employee or invitee of the Licensee or a User in or near the Car Park.
- b. Clause 3.10 a, does not apply in the case of any negligent or wilful acts of the Licensor or its agent or employee.
- c. Without limiting 3.10 a or being limited by Clause 3.10 b, the Licensee indemnifies the Licensor against any liability, loss or expense in respect of any act or omission of the Licensee, any User or any agent, contractor, subcontractor, employee or invitee of the Licensee or a User which:
 - i. Constitutes misuse of the water, gas, electricity, lighting or any other service of the Car Park;
 - ii. Causes or contributes to loss, damage, death or injury to any property or person; or
 - iii. Causes or contributes to loss, damage, death or injury to the Car Park.

3.11 Access

Subject to clause 3.12 and to the Licensor's reasonable security requirements, the Licensee and any registered User may enter the Car Park at any time with the issued security key. In the case of a misplaced or forgotten security key access will be provided and a charge added to the Licensee's account for \$10 on every occasion. Any lost or broken security key a replacement security key will be charged at \$40. The Licensor, an agent or employee reserves the right to refuse access to the car park.

3.12 Access and Security

- a. The Licensor must issue to the Licensee One (1) security card for each parking space to operate the entrance boom gate on or before the Commencement Date.

PART 4: TERMINATION

4.1 Termination

- a. The Licensor may Terminate this License immediately by providing written notice to the Licensee if:
 - i. The Licensee does not comply with its obligations under this deed and does not promptly rectify any default following request from the Licensor; or
 - ii. The Licensor wishes to substitute a new form of License consistent with the current form in use for lessees of the Building and the new License does not materially lessen the rights of the Licensee under this deed.
- b. The Licensor may Terminate this License during the Licence term by providing 60 days written notice to the Licensee.
- c. The Licensee may Terminate this License during the Licence term by providing 3 months written notice to the Licensor or by providing 30 days written notice in accordance with clause 2.4 b.
- d. If the licence is Terminated under this clause, the Licensee and any User must immediately remove every car from the Car Park and all other parts of the Building.
- e. If the Licensee does not comply with Clause 4.1 d, the Licensor may remove any car of the Licensee or any User from the Car Park.
- f. If the Licensor acts in good faith under clause 4.1 e, the Licensor is regarded as having acted with full authority and at the risk of the Licensee and any User.

PART 5: MISCELLANEOUS

5.1 No assignment by Licensee

- a. This Licence is not assignable and is personal to the Licensee.
- b. The License must not sub-License any rights of use granted by this License.

5.2 Non-Availability

The Licensor is not liable to the Licensee for any unauthorised use of parking space or if the Licensee or any User cannot park in the Car Park or in any parking space for any reason (including, without limitation, in the event of damage, destruction or resumption of the Building).

5.3 No Exclusive Right of Occupation

The Licensee is not entitled to exclusive occupation of the parking space. The Licensor may exercise all its rights as the owner of the parking space, including, but not limited to its rights to use the Car Park unless those rights prevent the operation of this deed. This deed

creates contractual rights only and does not create and tenancy, estate or interest in respect of the Car Park.

5.4 Costs and Expenses

The Licensee must pay all costs and expenses in respect of:

- a. The negotiation, preparation, execution, delivery, stamping and registration of this deed and any License granted in substitution; and
- b. The enforcement or protection or attempted enforcement or protection of any rights under this deed, including, but not limited, any legal costs and expenses in respect of any of the above on a full indemnity basis.

5.5 No authority to accept goods

The agents, contractors and employees of the Licensor have no authority to accept any goods for safe keeping.

5.6 No Identity Checks

The Licensor is under no obligation or duty to check or verify the identity or authority of any person entering or removing any car from the Car Park.

5.7 Access across Adjoining land

The Licensor may alter the route of entrance and exit to the Building provided that the Licensor maintains an adequate access route with a minimum height clearance of 2.0 metres.