

Sandy Bay Rowing Club Incorporated
(ABN 58 031 434 004)

and

Fahan School
(ABN 69 009 575 517)

Rowing Club Licence
Sandy Bay Rowing Club

PAGE SEAGER
LAWYERS

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Authorised Users means the Licensee's Agents including volunteers, coaches, and students capped at the amount specified in Item 6 (Cap on Authorised Users), unless otherwise agreed by the parties.

Background means the section of this Agreement entitled "Background".

Business Day means a day that is not Saturday, Sunday or statutory holiday as defined in the *Statutory Holidays Act 2000* (Tas).

Club means the Sandy Bay Rowing Club.

Commencement Date means the commencement date of the Licence as set out in Item 1 (Commencement Date).

Confidential Information means this Agreement, any information (regardless of form) disclosed or otherwise made available by a disclosing party to the party receiving the information, for, or in connection with this Agreement, including information which:

- (a) is marked as being proprietary or confidential to the disclosing party; or
- (b) in the circumstances surrounding disclosure, or because of the nature of the information, ought in good faith be treated as confidential;

whether the information was:

- (c) disclosed or created before, or after the date of this Agreement; or
- (d) disclosed as a result of discussions between the parties concerning or arising out of this Agreement.

Corporations Act means the *Corporations Act 2001* (Cth).

Details mean the section of this Agreement headed 'Details'.

Expiry Date means the expiry date of the Licence as set out in Item 2 (Expiry Date).

Force Majeure Event means an event or cause listed below to the extent that the event or cause is beyond the reasonable control of the relevant party and which causes a party to be unable to perform all or a material part of its obligations under this Agreement and where the event or its consequences could not have been prevented by, and were not caused or contributed to by, the party affected by the Force Majeure including:

- (e) act of God, lightning, storm, flood, fire, earthquake or explosion, cyclone, tidal wave, landslide or adverse weather conditions, pandemic or epidemic;
- (f) strike, lockout, or other labour difficulty but not a strike or lockout at the premises of the party claiming force majeure; or
- (g) act of public enemy, war (declared or undeclared), terrorism, sabotage, blockage, revolution, riot, insurrection civil commotion.

Further Term there is no Further Term specified in this document.

GST has the meaning given in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and the related imposition Acts of the Commonwealth.

Insolvency Event means the occurrence of any of the following events in relation to a party:

- (h) a party commits any act which is defined as "an act of bankruptcy" under the *Bankruptcy Act 1966* (Cth), regardless of whether or not the party is an individual;
- (i) a garnishee notice, or a notice under section 120 of the PPSA, is given to:
 - (i) a debtor of that party; or
 - (ii) any other person that otherwise owes or may owe money at any time to that party, in connection with any money that the party is said to owe;
- (j) in the case of an individual, the party dies, is imprisoned or becomes incapable of managing his or her own affairs;
- (k) an application is made to a court for a provisional or final order declaring a party provisionally or finally bankrupt or insolvent;
- (l) a special resolution is passed to wind up or otherwise dissolve the party;

- (m) a party is, or makes a statement from which it may be reasonably deduced by the other party that a ground or grounds on which the party may be wound up exists as specified in section 461 (or in the case of a part 5.7 body, section 585) of the Corporations Act;
- (n) a party has a controller (as defined in the Corporations Act) appointed, is in liquidation, in provisional liquidation, under administration or wound up or has had a receiver appointed to any part of its property;
- (o) a mortgagee, charge or other holder of security, by itself or by or through an agent, enters into possession of all or any part of the assets of the party;
- (p) the party applies for, consents to, or acquiesces in the appointment of a trustee or receiver in respect of the party or any of its property;
- (q) the party takes any step to obtain protection or is granted protection from its creditors under any applicable legislation or a meeting is convened or a resolution is passed to appoint an administrator or controller (as defined in the Corporations Act) is appointed in respect of any part of the property of the party;
- (r) the party is or states that it is unable to pay its debts when they fall due;
- (s) except to reconstruct or amalgamate while solvent on terms approved by the other party, the party enters into or resolves to enter into a scheme of arrangement, compromise or reconstruction with its creditors (or any class of them) or with its members (or any class of them) or proposes a reorganisation, re-arrangement, moratorium or other administration of the party's affairs;
- (t) the party is the subject of an event described in section 459(C)(2) of the Corporations Act; or
- (u) anything analogous or having a substantially similar effect to any of the events specified above happens in relation to the party.

Intellectual Property Rights includes present and future:

- (v) copyright;
- (w) applications for registration of designs, and rights in relation to registered or unregistered designs;
- (x) rights in relation to trade secrets and confidential information;
- (y) rights in relation to inventions, applications for grants of patents and rights in relation to patents;
- (z) rights in relation to circuit layouts; and
- (aa) applications for registration of trademarks and rights in relation to registered or unregistered trademarks and trade names,

and includes without limitation any right to licence and sub-licence any of the above.

Item means an item in Schedule 1 (Particulars).

Laws means any act, regulation, statute, by-law, ordinance, order or proclamation whether Federal, State or local.

Lease has the meaning given to that term in item A of the Background.

Lessor has the meaning given to that term in item A of the Background.

Licence means the licence granted by the Licensor to the Licensee under this Agreement.

Licence Area means the areas defined in Item 4 (Licence Area) and includes any fixtures or fittings within the Licence Area.

Licence Fee means the fee specified in Item 5 (Licence Fee).

Organisational Arrangements means the organisational arrangements between the parties, as specified in Schedule 2 (Organisational Arrangements).

Permitted Access Times means the permitted times of Licensee access to the Licence Area as specified in Item 7 (Permitted Access Times).

Permitted Use means the permitted use specified in Item 8 (Permitted Use).

Rowing Season means the rowing season which commences on 1 September each year and ends on 31 March the following year.

Schedule means the schedules to this Agreement.

Term means the time period specified in clause 2.3

1.2. Interpretation

- (a) A reference to:
 - (i) one gender includes every other gender;
 - (ii) the singular includes the plural and the plural includes the singular;
 - (iii) a person includes a body corporate or unincorporate;
 - (iv) a party includes the party's executors, administrators, successors and permitted assigns;
 - (v) a statute, regulation or provision of a statute or regulation (**Statutory Provision**) includes:
 - (A) that Statutory Provision as amended or re-enacted from time to time;
 - (B) a statute, regulation or provision enacted in replacement of that Statutory Provision; and
 - (C) another regulation or other statutory instrument made or issued under that Statutory Provision; and
 - (vi) money is to Australian dollars, unless otherwise stated.
- (b) The expression "this Agreement" includes the Agreement, covenants, agreement, arrangement, understanding or transaction recorded in this Agreement.
- (c) "Including" and similar expressions are not words of limitation.
- (d) A reference to a clause or schedule is a reference to a clause of or a schedule to this Agreement.
- (e) A reference to a document (including, without limitation, a reference to this Agreement) is to that document as amended, novated or replaced.
- (f) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (g) Headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation.
- (h) A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement.
- (i) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.
- (j) All references to time are to Australian Eastern Standard time.
- (k) If there is any inconsistency between the Agreed Terms and the Schedules, the order of precedence will be:
 - (i) the Agreed Terms; then
 - (ii) the Schedules,to the extent of any inconsistency.

2. Grant of Licence

2.1. Grant

The Licensor grants to the Licensee a non-exclusive Licence to allow its Authorised Users to enter onto, use and access the Licence Area during the Term:

- (a) for the Permitted Use only;
- (b) during the Permitted Access Times only; and
- (c) on the terms and conditions contained in this Agreement.

2.2. Authorisation

The Licensor warrants that it has received the necessary consent from the Hobart City Council (**Lessor**) to enter the Licence with the Licensee.

2.3. Term

The Agreement commences on the Commencement Date and, subject to clauses 12 (Termination) and 13 (Force Majeure), ends on the Expiry Date.

2.4. No proprietary interest

The Licensee acknowledges that the Licence granted under this Agreement does not confer any proprietary interest in the Licence Area on the Licensee.

3. Licence fee

- (a) In consideration of the Licensor granting the Licence to the Licensee pursuant to clause 2 (Grant of Licence), the Licensee must pay to the Licensor the Licence Fee in the amount and manner specified in Item 5 (Licence Fee).

4. Assignment and sub-licensing

The Licensee must not, without the prior consent of the licensor:

- (a) assign, transfer, sublet, deal with, hold on trust, or grant any interest in, this Agreement;
- (b) part with possession of the whole or any part of the Licence Area otherwise than in accordance with this Agreement; or
- (c) grant any licence, or share the right of occupation or possession, in respect of the whole or part of the Licence Area.

5. Licensor's general obligations

The Licensor must:

- (a) allow the Licensee access to the Licence Area during the Permitted Access Times or as otherwise agreed between the parties;
- (b) not interfere with the Licensee's reasonable use and enjoyment of the Licence Area during the Term;
- (c) keep the Licence Area clean and in a reasonable state of repair to the extent this is not the Licensee's responsibility under this Agreement;
- (d) maintain the Licence Area in a reasonable condition, to the extent that such maintenance is not the Licensee's responsibility under this Agreement; and
- (e) replace assets, including any of the Equipment, at such time the Licensor reasonably deems replacement is required.

The Licensee must:

- (f) use the Licence Area for the Permitted Use and for no other purpose;
- (g) keep the Licence Area clean and tidy and remove rubbish from the Licence Area after use;
- (h) only use the Licence Area during the Permitted Access Times or as otherwise agreed between the parties;
- (i) at all times observe and comply with any reasonable and justifiable directions which the Licensor may from time to time give in connection with the Licence Area, including, without limitation, any requirements in respect of work health and safety and the appropriate use of the Licence Area;
- (j) use the Licence Area so as to ensure that the use and enjoyment of the Licence Area by the Licensor and by other occupants will not be prevented, unduly interfered with, or adversely affected;
- (k) on expiry or termination of this Agreement, remove any fittings or property (excluding fixtures) belonging to the Licensee or held at the Licence Area before the date of termination,

- leaving the Licence Area clean and available for use and occupation;
- (l) comply with all Laws, Organisational Arrangements or any policies, procedures or guidelines of the Licensor (howsoever named) applicable to the Licensee's use of the Licence Area;
 - (m) ensure the safe keeping of the Licence Area and keys or access codes to the Licence Area;
 - (n) not deface or alter the Licence Area; and
 - (o) Excluding fair wear and tear, in the event of any damage caused or contributed to by the Licensee or any Authorised User to the Licence Area or the land the subject of the Lease surrounding the Licence Area, either:
 - (i) make good that damage; or
 - (ii) compensate the Licensor for such damage, to the reasonable satisfaction of the Licensor.

6. Workplace Health and Safety

- (a) The Licensee acknowledges and agrees that during the Term, the Licensee must comply with all applicable Laws in relation to workplace health and safety at all times while using the Licence Area.
- (b) At all times while using the Licence Area, the Licensee must comply with all of the Licensor's workplace health and safety policies, plans and procedures.
- (c) When using the Licence Area the Licensee must promptly notify the Licensor of any security breaches, accident, property or environmental damage or notifiable incident pursuant to any applicable Laws in relation to workplace health and safety, which occur in connection with this Agreement.
- (d) The Licensee must not do anything that may place the Licensor in breach of any applicable workplace health and safety Laws.
- (e) Notwithstanding anything to the contrary contained in this Agreement, the Licensee acknowledges and agrees that it is solely responsible for the health, safety and wellbeing of its Authorised Users while accessing the Licence Area and while undertaking the Permitted Use,

7. Intellectual Property

- (a) Upon receiving a written request from the Licensee, the Licensor will consider and may (in its absolute discretion) agree to grant to the Licensee a non-exclusive, royalty-free licence for the Term to use the Licensor's Intellectual Property Rights only for the purposes of its use of the Licence Area under this Agreement.
- (b) Nothing in this clause 1.1(a) affects the ownership of any Intellectual Property Rights of the Licensor.

8. Insurance

8.1. Insurances

The Licensee must, at its own cost, take out and maintain the following insurance policies with insurers and on terms reasonably acceptable to the Licensor:

- (a) public liability insurance in the amount of \$20 million, or such other amount as the Licensor may reasonably request, for any one claim;
- (b) workers' compensation insurance as required under any Laws applicable to the Licensee; and

8.2. Further requirements

The Licensee must, in respect of the above insurance policies:

- (a) provide copies of the certificate of currency with respect to each insurance policy effected in accordance with clause 9.1 (Insurances) to the Licensor prior to the Commencement Date, on renewal and otherwise on the Licensor's request; and

- (b) promptly and fully comply with all of its obligations under the insurance policies, so as to ensure that they, at all times, remain enforceable.

8.3. No prejudice

The Licensor must not do anything or allow anything to be done, in respect of this Agreement, which may affect the Licensor's rights under any insurance policy or which may increase any insurance premium payable by the Licensee.

8.4. Reimbursement

If the Licensee does anything which increases the amount of any insurance premium payable by the Licensor, then the Licensee must, upon demand, pay to the Licensor the amount by which the Licensor's premium has increased.

8.5. Licensee's general insurance obligations

With respect to any insurance policy under this clause 9, the Licensee must notify the Licensor in writing as soon as practicable:

- (a) if any insurance policy lapses, is cancelled or is materially altered;
- (b) if the Licensee claims, or becomes entitled to claim, under any insurance policy for something related to its use of the Licence Area; or
- (c) if any event occurs which gives rise to, or may give rise to, a claim under any insurance policy, or which could potentially prejudice any such policy.

8.6. Failure to comply

If the Licensee, at any time, fails to comply with its obligations under this clause 9, then the Licensor may do everything necessary to comply with such obligations and recover, upon demand, all expenses incurred in doing so from the Licensee.

9. Confidentiality

Both parties agree, in respect of any Confidential Information:

- (a) subject to clause 10(c), not to disclose such information to any person, without the prior written consent of the disclosing party, unless and until:
 - (i) such information becomes generally available to the public in printed publications in general circulation in Australia, through no action, default or other breach by the recipient party; or
 - (ii) the recipient party is required by law to make disclosure, and then only to such extent;
- (b) to keep such documents and any other material containing or incorporating any Confidential Information, in safe custody; and
- (c) notwithstanding any other clause in this Agreement, the Licensor may disclose any Confidential Information to the Lessor for the purpose of satisfying the Licensor's obligations under the Lease.

10. Goods and Services Tax

- (a) Unless otherwise stated in this Agreement, all amounts payable by one party to another party are exclusive of GST.
- (b) If GST is imposed or payable on any supply made by a party under this Agreement, the recipient of the supply must pay to the supplier, in addition to the GST exclusive consideration for that supply, an additional amount equal to the GST exclusive consideration multiplied by the prevailing GST rate. The additional amount is payable at the same time and in the same manner as the consideration for the supply.

11. Termination

11.1. Default

Either party (the **Non-Defaulting Party**) may terminate this Agreement by giving the other party (**Defaulting Party**) notice if:

- (a) the Defaulting Party does not comply with an obligation under this Agreement and, in the Non-Defaulting Party's reasonable opinion, either:
 - (i) the non-compliance can be remedied, but the Defaulting Party does not remedy it within 14 days after the Non-Defaulting Party gives the Defaulting Party notice to remedy it; or
 - (ii) the non-compliance cannot be remedied; or
- (b) an Insolvency Event occurs in respect of the Defaulting Party.

11.2. Consequences of termination

Where this Agreement is terminated under clause 11:

- (a) the parties are relieved from future performance of this Agreement without prejudice to any right of action that it has accrued prior to the date of termination;
- (b) rights of the Non-Defaulting Party to recover damages are not affected by the termination;
- (c) the Defaulting Party indemnifies the Non-Defaulting Party against any liability or loss arising and any cost incurred (whether before or after termination of this Agreement) in connection with the Defaulting Party's breach of this Agreement and the termination of this Agreement; and
- (d) the Non-Defaulting Party must take reasonable steps to mitigate its loss.

11.3. Termination for convenience

- (a) Subject to clause 11.3(c), neither party may terminate this Agreement for its convenience during the Term. The parties may, however, agree to terminate this Agreement by mutual consent during the Term.
- (b) Notwithstanding any other clause in this Agreement, the Licensor may terminate this Agreement for its sole convenience, by giving 14 days written notice to the Licensee, if the Lease is terminated for whatever reason.
- (c) Neither party will be liable to pay or receive any damages or compensation arising out of the termination of this document in accordance with this clause 11.3.

13. Force Majeure

- (a) Neither party is liable to the other for any failure to perform an obligation under this Agreement caused by a Force Majeure Event which makes performance of an obligation under this Agreement impossible, and not merely more onerous or uneconomical.
- (b) Where a Force Majeure Event occurs, the party claiming it must:
 - (i) immediately notify the other party of this and provide complete details of the Force Majeure Event; and
 - (ii) notify the other party within a reasonable time after the giving of notification referred to above, of any methods or procedures known to it to circumvent the Force Majeure Event.
- (c) Where a Force Majeure Event ceases, the parties must immediately recommence performing the duties that were previously affected by the Force Majeure Event.
- (d) Where a Force Majeure Event continues for a period of 90 days, either party may terminate this Agreement by giving at least 14 days written notice to the other party.

14. Indemnities

14.1. Licensee indemnity

- (a) The Licensee is liable for and agrees to indemnify the Licensor against reasonable costs and expenses incurred by the Licensor for direct or reasonably foreseeable loss (including legal costs and expenses on a solicitor/own client basis), liability (including for any loss or damage to property, injury or death to any person) and claims by any person, arising from or in connection with any one or more of the following:
 - (i) the Licensee's use or occupation of the Licence Area by or on the part of the Licensee or the Authorised Users;

- (ii) any unlawful or negligent act or omission of the Licensee or the Authorised Users;
- (iii) the Licensor doing anything which the Licensee must do under this Agreement but has not done; and
- (iv) any breach by the Licensee or the Licensee's Authorised Users of any provision of this Agreement,

except to the extent that the relevant loss is caused by the act or omission of the Licensor or its Agents.

- (b) The indemnity in clause 14.1(a) is reduced proportionately to the extent that the Licensor or its Agents caused or contributed to any liability, loss or damage and the Licensor must use reasonable endeavours to mitigate its losses.

14.2. Payment

All amounts due under the indemnity in clause 14.1 (Licensee Indemnity) must be paid by the Licensee to the Licensor on demand.

14.3. Survival

This clause 14 survives the expiry or termination (for any reason) of this Agreement.

15. Disputes

15.1. Notice

If a party has a dispute or complaint against the other, that party (**Notifying Party**) must notify the other party in one of the ways described in clause 16 (Notices). The Notifying Party must ensure that the notice contains specific detail identifying the nature of the dispute or complaint.

15.2. Best endeavours to resolve

Within 21 days of the delivery of a dispute notice, both parties must meet and use their best endeavours to resolve the dispute or complaint to the mutual satisfaction of both parties as soon as possible (**Dispute Meeting**).

15.3. Independent expert

- (a) If the parties are unable to reach a resolution of the dispute or complaint following the Dispute Meeting, the parties must consult with a view to selecting an independent expert to resolve the dispute.
- (b) In the event the parties are unable to agree on the appointment of an independent expert within 10 days of the Dispute Meeting, either party may refer the matter to the President (or their nominee) for the time being of the Law Society of Tasmania who must appoint an independent expert.
- (c) The decision of the independent expert is final, conclusive and binding on the parties and the parties must sign all documents and do all things necessary to give effect to the decision of the independent expert.
- (d) Each party must bear its own costs of and incidental to the dispute resolution process, except where stipulated to the contrary by the independent expert.

15.4. Exceptions

Nothing in this clause 15 prevents either party from:

- (a) seeking urgent interlocutory relief; or
- (b) seeking recovery for any claim that they reasonably consider to be a monetary claim, from a Court of competent jurisdiction or by such other manner as is appropriate in the circumstances; or
- (c) exercising its rights to terminate this Agreement under clause 12 (Termination) or clause 13 (Force Majeure).

15.5. Continuing obligations

The parties agree to continue to perform their obligations under this Agreement, notwithstanding the existence of a dispute or complaint.

16. Notices

16.1. Form

Any notice, consent, approval, waiver and other communications to be given under or in connection with this Agreement must be in writing, signed by the sender and marked for the attention as set out or referred to in the Details or, if the recipient has notified otherwise, then marked for attention in the way last notified.

16.2. Delivery

They must be:

- (a) sent by email to the email address set out or referred to in the Details;
- (b) left at the address set out or referred to in the Details; or
- (c) sent by prepaid post to the address set out or referred to in the Details.

However, if the intended recipient has notified a changed email address or changed postal address, then the communication must be to that email address or postal address.

16.3. When effective

They take effect from the time they are received unless a later time is specified in them.

16.4. Receipt – email

If sent by email, they are taken to be received at the time the email message is sent, unless:

- (a) the sender receives automated email notification that the email transmission has failed or has been delayed within 12 hours of sending the notice; or
- (b) the sender receives automated email notification to the effect that the recipient is not likely to receive the notice until a later date, which will then become the deemed date of receipt.

16.5. Receipt – postal

If sent by post, they are taken to be received 6 days after posting (or 10 days after posting if sent to or from a place outside Australia).

16.6. Receipt - general

Despite clauses 16.4 (Receipt - email), and 16.5 (Receipt - postal), if they are received after 5pm in the place of receipt or on a non-Business Day, they are taken to be received at 9am on the next Business Day.

17. General

17.1. Amendments

An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.

17.2. Consents

Unless this Agreement expressly provides otherwise, a consent under this Agreement may be given or withheld in the absolute discretion of the party entitled to give the consent and to be effective must be given in writing.

17.3. Counterparts

- (a) This Agreement may be entered into in any number of counterparts.
- (b) A party may execute this Agreement by signing any counterpart.
- (c) All counterparts, taken together, constitute one Agreement.

17.4. Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in a form and content reasonably satisfactory to that party) required by Law or reasonably requested by another party to give effect to this Agreement.

17.5. Costs

Each party will bear its own costs and disbursements of or incidental to the negotiation, preparation, execution, stamping and registration of this Agreement.

17.6. Waivers

The non-exercise of, or delay in exercising, any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

17.7. Severance

If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force, unless the severance would change the underlying principal commercial purpose or effect of this Agreement.

17.8. Entire agreement

This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all previous agreements, negotiations and understandings between the parties in relation to its subject matter.

17.9. Exclusion of relationships

The parties acknowledge and agree that this Agreement and the performance of this Agreement does not represent or imply a partnership, agency, fiduciary relationship, joint venture, distribution or any other category of commercial or personal relationship between the parties recognised at law or in equity as giving rise to forms of specific rights and obligations.

17.10. Governing law and jurisdiction

- (a) The Laws of Tasmania govern this Agreement.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of Tasmania.

1.

Particulars

	Commencement Date:	1 May 2022
	Expiry Date:	30 April 2027
	Licence Area	The Club facilities situated on the property the subject of the Lease.
	Licence Fee	<p>(a) \$30,000 per annum, escalated by CPI as set out below, payable by the Licensee on 1 October of each calendar year during the Term.</p> <p>(b) The Licence Fee will be adjusted annually on the last day of July in each year of the Term and any Further Terms in proportion to any change in the Consumer Price Index Number (All Groups Hobart) (CPI) since the last adjustment date or in the case of the first adjustment date, since 30 July 2022. The parties will calculate the proportionate increase by reference to the index published for the last quarter ending before each of the relevant dates.</p> <p>(c) The facility fee to be then adjusted for the number of students above 68 students by \$310 per student above 68.</p>
	Cap on Authorised Users	<p>No cap. Limits on max number of rowers in attendance at the club per day:</p> <p>a) During weekdays morning times the Licensee will plan to have less than 40 students training at once and will not exceed 45 students at the same time unless approved by the Licensor.</p> <p>b) Arrival times to be staggered wherever possible in cooperation with the Licensor to reduce congestion.</p> <p>c) On weekends it may exceed 45 students scheduled for training during Saturday and Sunday, but training times are to be appropriately staggered to ensure there are no more than 45 Students actively training at the same time unless approved by the Licensor.</p>
	Permitted Access Times	All times during the term of the License.
	Permitted Use	Authorised Users' rowing activities and other ancillary or related purposes

2.

Operational Arrangements

Element	Arrangement
Recognition	<p>(a) Current Licensee signage on the exterior of the Club building is agreed.</p> <p>(b) Upon prior written approval by the Licensor, the Licensee will be entitled to install replacement signage in the same proportions as current signage on the exterior of the Licence Area.</p> <p>(c) The Licensor will provide the Licensee with a notice board and display space within the Licence Area for use during the Term.</p>
Access to clubhouse	<p>(a) The Licensor will issue the Licensee with an access code to allow its Authorised Users to access the Licence Area.</p> <p>(b) The Licensee will be entitled to utilise the Licence Area facilities for selected social activities for its Authorised Users, where approved by the Licensor, and where there is no clash with the commercial activities of the Club. Where such use is granted, the Licensee is responsible for cleaning and securing the Licence Area after use.</p> <p>(c) The Authorised Users will have access to showers and change rooms and will leave the facilities in a clean and tidy manner after use.</p>
Access to gym and ergo equipment	The Authorised Users may utilise the gym and ergo equipment with the prior approval of the Club Captain.
Training schedule	(a) The Licensee will provide information to the Licensor of its athlete numbers and groupings to facilitate development of training schedules that suits both parties.
Day-today management contacts	<p>(a) Licensor responsible officer = Club Captain</p> <p>(b) Licensee responsible officer = Fahan Director of Rowing</p>
Storage space (inc boat storage, dinghy, oars, equipment and athletes gear etc..)	Limited to storage volume at level measured 1 September 2022. Density of storage may increase within existing footprint (e.g double racking)
Loaning of rowing equipment	<p>(a) The parties will not loan their equipment to each other without prior agreement. Where a party agrees to loan its equipment to the other party, that other party will be liable for any damage it caused or contributed to the equipment which it loaned.</p> <p>(b) The Licensee will provide its own speed boats for coaching and ensure suitably licensed drivers and pay its own cost of fuel.</p>
Boat transport to regattas	The parties agree to cooperate with each other and assist, where possible, to transport boats to regattas.

Authorised Users rowing for the Club	Authorised Users may be invited by the Licensor to compete for the Licensor.
Resolving disputes between Club members and Authorised Users	Any dispute between a Club member and an Authorised User is to be resolved using the Licensor's dispute resolution process.
Other	Fahan school is responsible for costs of running rowing program, including fuel for speedboats, Rowing Tas fees etc.

Signing page

EXECUTED as an Agreement.

EXECUTED for and on behalf of SANDY BAY ROWING CLUB) 2/12/2022
INCORPORATED (ABN 58 031 434 004) in the presence of:)

.....
Signature of authorised person

Richard Genably (President)

.....
Name of authorised person (print)

.....
Signature of witness

ANGUS MARTIN

.....
Name of witness (print)

EXECUTED by FAHAN SCHOOL (ACN 69 009 575 517))
pursuant to section 127 of the Corporations Act 2001 (Cth) by)
authority of the director(s):)

.....
Director Signature

Lia Morris

.....
Director Full Name (print)

.....
*Director/*Secretary Signature

Richard Colquhoun

.....
*Director/*Secretary Full Name (print)

(* please strike out inapplicable *if Sole Director/Secretary write 'Sole')