

CITY OF NORWOOD, PAYNEHAM & ST PETERS

And

"[Click Here - Type full name of Licensee]"

LICENCE AGREEMENT

Payneham Swimming Centre Kiosk

DATED the _____

BETWEEN: **CITY OF NORWOOD, PAYNEHAM & ST PETERS** of 175 The Parade,
Norwood, SA, 5067 (together with its successors and assigns and which in this
Licence is call "the Council")
ABN 11 390 194 824

AND: "[**Click Here - Type full name of Licensee**]" of
"[**Click Here - Insert address of Licensee**]" (together with any administrators
and assigns and which in this Licence is called "the Licensee")
"[**Click Here - insert ABN of Licensee**]"

BACKGROUND:

- A. Pursuant to Section 202 of the Local Government Act 1999 ("the Act") the Council is entitled to grant a licence over community land in its area.
- B. The Council is the registered proprietor of the land contained in Certificate of Title Volume 5859 Folio 643 ("the Land"), upon which is constructed the Payneham Swimming Centre ("the Centre").
- C. Situated within the Centre is a building known as the Payneham Swimming Centre Kiosk ("the Kiosk"), as specified on the Plan contained in Annexure "A".
- D. The Licensee has requested a licence to operate the Kiosk for specific periods of time for the purpose of selling food and drink to patrons of the Centre.
- E. The Licence:
- being authorised in the relevant Community Land Management Plan;
 - being for a period not greater than five (5) years; and
 - consistent with the relevant Community Land Management Plan,
- is exempt from the requirement of Section 202(2) of the Act to undertake public consultation.
- F. The Council has agreed to grant to the Licensee a license to operate the Kiosk at specific times upon the terms and conditions contained in this Licence.

AND THE PARTIES AGREE as follows:

1. ACKNOWLEDGMENT OF BACKGROUND

The preceding statements are accurate and form part of this Licence.

2. GRANT OF LICENCE

2.1 Grant of Licence

The Council grants to the Licensee, and the Licensee accepts, a licence to operate the Kiosk for the term set out in Item 3 of the Schedule ("the Term"), commencing on the date set out in Item 4 of the Schedule ("the Commencement Date") and subject to all the following terms and obligations.

2.2 Contract Only

The rights conferred by this licence rest in contract only and do not confer on the Licensee any tenancy, estate or interest Kiosk or the Centre.

3. THE LICENSEE'S OBLIGATIONS

The Licensee agrees with the Council as follows:

3.1 Operating Requirements

- 3.1.1 To operate the Kiosk during each swimming season of the Term. The Council will advise the Licensee in writing at least one (1) month prior to the start of each swimming season of the precise dates and duration of the forthcoming swimming season.
- 3.1.2 During each swimming season of the Term the Kiosk shall be open for business everyday between the following times:
- 3.1.2.1 Monday to Friday 9.00 am to 7.00 pm, except where the Centre is open until 8.30 pm in which case the Kiosk shall also remain open until 8.30 pm;
- 3.1.2.2 Saturday 9.00 am to 6.00 pm; and
- 3.1.2.3 Sunday and public holidays 10.00 am to 6.00 pm.
- 3.1.3 The following exceptions apply to the times specified in Clause 3.1.2:
- 3.1.3.1 if the Centre remains open later on any given day due to hot weather or any other reason, the Kiosk shall also remain open. In such an event, the Centre and the Kiosk shall remain open for a maximum additional time of one (1) hour. The Licensee shall be notified of extended opening conditions at least two and a half (2 1/2) hours before normal closing time;
- 3.1.3.2 if the Centre closes early due to cold weather or any other reason, the Kiosk will also close; and
- 3.1.3.3 following agreement in writing between the Council and the Licensee, the Kiosk may remain open for trade for a greater or lesser period than the times specified in Clause 3.1.2.

3.2 Licence Fee and Review

To pay the licence fee set out in Item 5 of the Schedule to the Council in the manner specified in Item 5 ("the Licence Fee").

- 3.2.1 The Licence Fee will be reviewed one (1) month before the commencement of each swimming season ("the review date").
- 3.2.2 The Licence fee will be automatically adjusted by the percentage change in the Consumer Price Index (All Groups) for Adelaide ("the CPI") over the preceding 12 month June Quarter to June Quarter period, provided that the Licence fee payable for the previous swimming season will apply if there is no increase in the CPI for the past financial year.
- 3.2.3 The obligation to pay the increased Licence Fee will be operative from the commencement of the relevant swimming season.

3.3 Electricity

- 3.3.1 The Licensee will pay all charges in respect of electricity supplied to or consumed by the Licensee in operating the Kiosk.

- 3.3.2 The Licensee must comply with the Electricity (General) Regulations 1997 (SA) and any other applicable electricity laws.

3.4 Security System

The Licensee is responsible for the proper operation of the security system installed in the Kiosk. Any call out fees resulting from false alarms, determined by the Council to be the fault of the Licensee or any employees, agents, contractor, licensees or invitees of the Licensee, will be charged to and payable by the Licensee.

3.5 Entry and Exit

- 3.5.1 The Licensee shall enter and leave the Kiosk via the roller shutter door on the exterior of the Centre (as marked on the plan contained in Annexure "A").
- 3.5.2 The Licensee may only use the emergency exit which leads through the staff room under the following conditions:
- 3.5.2.1 in an emergency; and
- 3.5.2.2 for the purposes of cleaning tables and chairs and collecting plates, cups and other rubbish (except when the staff room is in use).

3.6 Use of Kiosk

Not to use or allow the Kiosk to be used for any purpose or activity other than that set out in Item 6 of the Schedule.

3.7 Legislation

- 3.7.1 To comply (at its own cost and expense in all things) with the provisions of all Acts, regulations, by-laws and all directions and orders of any local government or semi-government authority in relation to the Kiosk and its operations.
- 3.7.2 In particular, the Licensee shall observe, perform and comply with the provisions of Occupational Health Safety & Welfare Act 1986.

3.8 Alcohol

That alcohol or other prohibited substances may not be sold or consumed or used at the Kiosk.

3.9 Maintenance and Repair

- 3.9.1 That the Licensee will notify the Council as soon as it becomes aware of any defects in the Kiosk or associated plant and equipment owned by the Council and set out in Item 10.
- 3.9.2 That the Licensee will keep the Kiosk in good repair (with fair wear and tear and damage by fire, storm, tempest, Act of God, war, riot, civil commotion and earthquake excepted).
- 3.9.3 That all plumbing and drainage that forms part of the Kiosk must be maintained by the Licensee in good working order and be kept free from all blockages.
- 3.9.4 That the Licensee will keep the Kiosk in a clean and sanitary condition, free from dirt, rubbish and vermin.

3.9.5 At the end of each swimming season the Licensee must ensure that the Kiosk is left in a tidy state and remove all perishable food from the Kiosk to avoid rodents and vermin and must remove all stock to deter vandals and thieves.

3.9.6 That the obligations imposed upon the Licensee in this Clause 3.10 are all to be carried out at the Licensee's cost and expense.

3.10 Entry by Council

3.10.1 Provided that the Licensee is given reasonable notice, the Licensee will allow the Council to enter the Kiosk for the purpose of inspecting its condition and state of repair.

3.10.2 If the Council finds that any part of the Kiosk needs repairing and for which the Licensee is responsible, then the Council may notify the Licensee.

3.10.3 If the Licensee has not carried out the work required by the notice, to a standard reasonably acceptable to the Council within the time set out in the notice, which unless in the case of an emergency will not be less than fourteen (14) days, then the Council may enter the Kiosk at a reasonable hour to carry out the repairs. The cost of the repairs and any other reasonable expenses incurred by the Council will be recoverable from the Licensee.

3.11 Alterations & Additions

3.11.1 The Licensee will not make any structural changes to the Kiosk or install any fixtures or fittings unless written consent is first obtained from the Council.

3.11.2 The Licensee will not undertake to have any part of the Kiosk painted unless written consent is first obtained from the Council.

3.11.3 Any approved alterations to the building including installations of either temporary or permanent partitions must be carried out in accordance with all planning and building approvals, at an acceptable level of workmanship and to the satisfaction of the Council.

3.12 Signs

The Licensee must not put up, attach or erect any signs on the exterior of the Kiosk unless it has first received the Council's written consent which may be withheld for any reason.

3.13 Offensive Activities

The Licensee must not create a nuisance or disturbance either for the Council, patrons of the Centre, or for the occupiers of adjoining lands and nor will the Licensee carry on any offensive or dangerous trade business from the Kiosk.

3.14 Offences

The Licensee must not carry on any activity or do anything or fail to do something which is or may become an offence under any act, regulation or by-law.

3.15 Assignment

The Licensee is only permitted to transfer, assign, sublet or otherwise give up possession of the Kiosk or any part of the Kiosk in accordance with the provisions of the Retail and Commercial Leases Act 1995. If that Act is repealed, then the Licensee may only transfer, assign or sublet in accordance with the Council's prior written consent which may be withheld at the Council's discretion.

3.16 Surrender

- 3.16.1 Upon the expiration or earlier termination of this License, the Licensee will peacefully and quietly surrender and give up possession of the Kiosk.
- 3.16.2 The Licensee is obliged to leave the Kiosk in good order, condition and cleanliness.
- 3.16.3 The Council may request the Licensee to remove all the Licensee's fixtures and fittings and any other installations that the Licensee installs in or on the Kiosk and in the Licensee removing the fixtures, fittings or installations from the Land it must cause no damage to the Kiosk. The Licensee will be responsible for repairing at its own cost any damage caused in removing its fixtures, fittings and installations.
- 3.16.4 Where the Licensee does not remove any of its fixtures, fittings or other installations, title in those fixtures, fittings or other installations shall pass immediately and without more cost to the Council.
- 3.16.5 Any reasonable costs incurred by the Council in cleaning or repairing any damage caused by the Licensee in surrendering the Kiosk may be recovered by the Council from the Licensee.

3.17 Indemnification

The Licensee will indemnify and hold the Council harmless from and against all actions, claims, demands, losses, damages, costs and expenses for which the Council is or may be, or becomes liable in respect of, or arising from:

- 3.17.1 the negligent use, misuse, waste or abuse by the Licensee of the water, gas, electricity, oil and other services and facilities of the Kiosk;
- 3.17.2 overflow or leakage or escape of water (including rain water) fire, gas, electricity, or other harmful agent in or from the Kiosk, but having origin within the Kiosk, or caused or contributed to by any act or omission by the Licensee;
- 3.17.3 loss, damage or injury from any cause whatsoever to property, or person, caused or contributed to by the use of the Kiosk by the Licensee;
- 3.17.4 loss, damage or injury from any cause whatsoever to property or persons inside or outside the Kiosk caused or contributed to by the neglect or default of the Licensee; or
- 3.17.5 loss, damage or injury from any cause whatsoever to property or persons inside or outside the Kiosk, caused or contributed to by the Licensee's neglect or failure to observe or perform any of its obligations contained in this License.

Each indemnity is independent from the Licensee's other obligations and continues during this licence and after this licence ends.

In this Clause the term "the Licensee" includes the Licensee's servants, agents, customers, contractors, invitees, licensees and other person claiming through or under the Licensee.

3.18 Public Liability Insurance

- 3.18.1 The Licensee must take out and during the Term continue to maintain a public risk insurance policy.

- 3.18.2 The policy will be in respect of injury, loss or damage occurring at the Kiosk and it will note the Council's rights and interest as proprietor of the Kiosk and also the indemnities provided by the Licensee in favour of the Council.
- 3.18.3 The policy must carry and endorsement from the insurer that the insurer will inform the Council if the policy is allowed to lapse or is otherwise cancelled.
- 3.18.4 The cover will be for a minimum amount of **TWENTY MILLION DOLLARS** (\$20,000,000.00) per claim or any other amount which the Council advises the Licensee.
- 3.18.5 On the Commencement Date and on the anniversary of that date during the Term the Licensee must provide Council with a copy of the insurance policy and a receipt acknowledging payment of the annual premium.

3.19 Stock & Contents Insurance

The Licensee must obtain insurance for its own stock and contents which are located at the Kiosk from time to time.

3.20 Breach of Insurance Conditions

The Licensee and the Council are not to do anything or fail to do something which has the effect of invalidating any insurance policy taken out in relation to the Kiosk or increasing the rate or amount of the premium.

3.21 Release

- 3.21.1 The Licensee agrees to occupy, use and keep the Kiosk at the Licensee's risk.
- 3.21.2 The Licensee agrees to release the Council and its agents, servants, employees and contractors from all claims and demands of every kind resulting from any accident, damage or injury occurring at the Kiosk except if such accident, damage or injury is caused by the negligence of the Council or its agents, employees and contractors.
- 3.21.3 The Licensee agrees that the Council will have no responsibility or liability for any loss or damage to the Licensee's fixtures, fittings or personal or other property.

4. COUNCIL'S OBLIGATIONS

4.1 Use

The Council agrees with the Licensee that while the Licensee pays the Licence Fee and keeps its obligations which are contained in this Licence, then the Licensee may use and operate the Kiosk for the purposes set out in Item 6 of the Schedule.

4.2 Sole Rights

Subject to any restrictions imposed by any consumer legislation, the Council agrees with the Licensee that it will have the sole and exclusive right to sell food and drink at the Centre with the following exceptions:

- 4.2.1 Food and drink may be sold by any person, organisation or corporate body who hires the Centre outside the Kiosk's permitted trading hours.
- 4.2.2 Centre Management holds the right to approve on two (2) occasions during the Swimming Season where Community Groups and or local Sporting Groups may sell barbeque foods (ie sausages, hamburgers, chicken, bread, butter, sauce and conduct a cake stall) for the purpose of fundraising.

5. MUTUAL OBLIGATIONS

The Council and Licensee mutually agree as follows:

5.1 Special Conditions

- 5.1.1 That each party will comply with any special conditions that are set out in Item 9 of the Schedule.
- 5.1.2 Where any special condition is inconsistent with the other obligations of this Licence then the special condition will prevail.

5.2 Ownership of Improvements

- 5.2.1 That unless the Licensee first obtains the Council's written acknowledgement, then, irrespective of whether the Council or the Licensee purchased, installed or erected them, all structures, improvements, fixtures and fitting located on the Kiosk at any time during the Term will become the property of, and belong to the Council.
- 5.2.2 The preceding sub-clause is not to be read as inconsistent with the Council's right in Clause 3.16 to require the Licensee to remove its fixtures and fittings upon surrendering the Kiosk.

5.3 Default

If:

- 5.3.1 the Licensee fails to pay the Licence Fee or any other money which is due to the Council for a period of fourteen (14) days from the due date for payment; or
- 5.3.2 the Licensee commits any breach of this Licence which, is either not capable of being completely put right, or is not put right within fourteen (14) days from the date of the Council's notice to the Licensee, identifying the breach and requiring it to be put right;

then, the Council will be entitled to terminate this Licence and may enter into possession of the Kiosk. The right to terminate the Licence and enter into possession will not reduce the Council's rights to take any other action for any of the Licensee's previous breaches.

5.4 Termination or Reduction of fees on Damage

If the whole or any part of the Kiosk is destroyed or damaged thus making them substantially unfit for the Licensee's use and occupation or so that the Licensee is deprived of substantial use of the Kiosk then:

- 5.4.1 the Licence Fee and other payments due under this Licence, or a proportionate part of them will be reduced. The reduction will depend upon the nature and extent of the damage sustained and will continue until the Kiosk is rebuilt, reinstated or made fit for the Licensee's occupation and use or until the Licence is terminated in accordance with the provisions of this Clause and where there is any dispute about the amount by which the Licence Fee should be reduced then either party may instruct an independent licensed valuer to determine the amount of the reduction. The licensed valuer's costs will be shared equally by the parties;
- 5.4.2 the Council may notify the Licensee that the damage makes repairing the Kiosk impracticable and the Council may terminate this Licence by written notice;

- 5.4.3 if after a reasonable time which the Council considers will not be less than six (6) months the Kiosk has not been substantially reinstated by the Council, this Licence may be terminated by either party by notice in writing to the other;
- 5.4.4 any such termination will not reduce the rights of either party in respect of any previous breaches of this Licence;
- 5.4.5 the Council is under no obligation to rebuild the Kiosk or to reinstate or make them fit for occupation and the Licensee will not bring any claim or demand against the Council for the Council's refusal or neglect to rebuild or reinstate the Kiosk.

5.5 Council's Works

The Council and any persons authorised by the Council may carry out any building additions and/or alterations to the Kiosk (however not altering the size, location and amenities of the Kiosk). The Council will use its best endeavours to cause as little disturbance as possible to the Licensee.

5.6 Resumption

If after the Council receives notice of any proposed resumption or acquisition of the Land by any Government (meaning Federal, State or Local) or any other authority or if the control of the Land is otherwise taken away from the Council, the Council will be entitled to terminate this Licence. Neither party will be permitted to bring any claim for compensation against the other except for any previous or antecedent breaches for this Licence.

5.7 Refurbishment

- 5.7.1 The parties acknowledge that the Council may need to undertake alterations or refurbishment of the Kiosk and/or associated buildings during the Term of Licence.
- 5.7.2 The Council must provide the Licensee written notice of the proposed alteration or refurbishment at least one (1) month before it is commenced.
- 5.7.3 On completion of the alterations, the Council may recalculate the Licence Fee in accordance with Clause 3.3.
- 5.7.4 The Licensee is not entitled to any compensation resulting from loss of business including loss of profit as a result of the alterations or refurbishment.
- 5.7.5 For the purposes of this Clause, "refurbishment" is taken to include alterations to the Kiosk and associated buildings that permit the Licensee to remain in occupation of the Kiosk and carry on business.
- 5.7.6 This Clause does not apply to routine maintenance or repairs, or any maintenance or repairs necessitated by an emergency.

5.8 Demolition

If as part of any redevelopment of the Centre, or for any other reason, the Council wishes to demolish the Centre or that part of the Centre in which the Kiosk is situated, then the Council will be entitled to terminate this Licence subject to the following provisions:

- 5.8.1 the Council must provide the Licensee with details of the proposed demolition sufficient to indicate a genuine proposal to carry out that demolition within a reasonably practical time after this Licence is to be terminated;

- 5.8.2 the Council may at any time after providing the Licensee with the information specified in Clause 5.8.1, give the Licensee a written notice of termination of this Licence ("the Termination Notice") specifying the date on which this Licence is to come to an end being a date not less than six (6) months after the Termination Notice is given. This Licence will, unless terminated earlier by the Licensee under Clause 5.8.3, come to an end at midnight on the day specified in the Termination Notice;
- 5.8.3 at any time after receiving a Termination Notice under Clause 5.8.2, the Licensee may terminate this Licence by giving not less than seven (7) days written notice to the Council;
- 5.8.4 when this Licence is terminated (whether by the Council under Clause 5.8.2 or by the Licensee under Clause 5.8.3), the rights and obligations of the Council and the Licensee hereunder will come to an end but if any breach by either party still exists at that time then the rights of the other party with regard to that existing breach will continue;
- 5.8.5 the Licensee will not be entitled to compensation for a termination under this Clause 5.8;
- 5.8.6 if the Centre and the Kiosk are rebuilt, and the Council wishes to grant a licence in respect of the Kiosk, the Licensee shall have a right of first refusal to take up a licence for the balance of the Term that remained at the time of termination of this Licence. The Licence will be subject to the same terms and conditions as this Licence unless the parties agree otherwise; and
- 5.8.7 notwithstanding Clause 5.8.6, if the Licensee takes up a licence after the Centre and Kiosk are rebuilt, the Council may recalculate the Licence Fee, based on fair market rent.

5.9 Renewal of Licence

- 5.9.1 If the Council wishes to extend the Licence upon the expiration of the Term, it will notify the Licensee. The Council does not guarantee or otherwise represent that the Term will be extended.
- 5.9.2 In any event, the Licensee will only be entitled to an extension if:
- 5.9.2.1 the Licensee is not in breach of this Licence either at the time it receives the Council's written offer for an extension or at any time up to the expiration of the initial term of this Licence;
 - 5.9.2.2 the Licensee has not committed any frequent and/or substantial breaches of this Licence during the initial term of this Licence; and
 - 5.9.2.3 the Council has complied with the provisions of Section 202 (2) of the Act, because the term of the License will exceed five (5) years.
- 5.9.3 The extended term will be on such terms and conditions as the Council considers appropriate.

5.10 Holding Over

- 5.10.1 If with the consent of the Council the Licensee continues to occupy the Kiosk after the expiry of the Term, or after the Licence is terminated, then the Licensee will occupy on a monthly basis on the terms and conditions contained in this Licence.
- 5.10.2 Either party may give the other one (1) month's notice to terminate the Licence.

5.11 Waiver

The failure or omission by the Council to take any action for breach of any of the terms of this Licence will not stop the Council from taking action in relation to any other breaches of the same or any other term or condition of the Licence.

5.12 Notice

Any notice which is required to be given by either party must be given by delivering it or posting it to the other party at the address appearing in the Schedule or other place previously nominated. Notices to the Council must be addressed to the Chief Executive Officer.

5.13 Severance

If any provision or obligation of this Licence is invalid, unlawful or not applicable, then it will be deleted from the Licence without affecting any other of the parties' obligations under this Licence.

5.14 Entire Agreement

The terms contained in this Licence comprise the whole of the agreement between the parties. It is expressly agreed and declared by the parties that no further or other terms exist between them with respect to the Kiosk or the Licence.

5.15 No Warranty

The Licence specifically acknowledges that before signing this Licence it was given no warranty as to the suitability of the Kiosk for the use by the Licensee.

5.16 Loans to Licensee

If the Council at any time during the Term lends or advances any money to the Licensee, or offers a guarantee for any money lent or advanced to the Licensee, then it is agreed that any loan moneys including principal and/or interest due by the Licensee to the Council will be deemed to be part of the Licence Fee due hereunder and any other duties and obligations of the Licensee in relation to such loan or guarantee will be deemed to be duties and obligations under the Licence. In the case of any breach or default of such duties or obligations, the provisions of Clause 5.3 of this Licence will apply as if such breach or default were a breach or default of this Licence.

5.17 Disclosure Statement

The Licensee acknowledges that at the time when the Licensee first entered into negotiations for this Licence it was given a Disclosure Statement in the form required by and in accordance with the provisions of the Retail and Commercial Leases Act 1995.

5.18 Costs

- 5.18.1 If requested the Licensee will pay one half of the Council's reasonable costs incurred in preparing this Licence. The Licensee will pay all stamp duty.
- 5.18.2 The Licensee will pay the Council's costs which result from any threatened or actual breach of the Licence by the Licensee.

5.19 Goods & Services Tax

- 5.19.1 All monies payable by the Licensee to the Council pursuant to this Licence ("Licence Moneys") do not include any GST.

- 5.19.2 When paying the Licence Moneys to the Council, the Licensee shall also pay an amount on account of GST equal to the Licence Moneys multiplied by the current GST rate ("GST Amount").
- 5.19.3 Upon receipt of the Licence Moneys and the GST Amount, the Council shall provide the Licensee with a tax invoice in a form compliant with the A New Tax System (Goods and Services Tax) Act 1999 (the "GST Act").
- 5.19.4 If the Licensee breaches this clause and as a result the Council becomes liable for penalties or interest for late payment of GST, then the Licensee must pay the Council on demand an amount equal to the penalties and interest.
- 5.19.5 For the purposes of this clause, "GST" has the same meaning as that term in Section 195-1 of the GST Act.

5.20 Interpretation

In this Licence, unless the context otherwise requires:

- 5.20.1 reference to any legislation includes subordinate legislation and all amending or substituting legislation;
- 5.20.2 words in the singular are capable of including the plural and vice versa and words importing one gender are to be read as including the other genders where appropriate.
- 5.20.3 any reference to a natural person will also apply to a body corporate and vice versa;
- 5.20.4 any reference to the term of this Licence includes any extension of it;
- 5.20.5 all moneys payable by the Licensee to the Council under this Licence will be recoverable as a debt;
- 5.20.6 any consents must be obtained in writing and before any work, alteration or activity is undertaken; and
- 5.20.7 the "Council" includes its employees, agents and contractors.

Executed as an agreement.

The parties acknowledge the preceding clauses by their execution of this Licence.

DATED the _____ day of _____ 2011

.....

Signed for the Council

.....

Signed for the Licensee

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

A person signing on behalf of a party warrants they have authority to bind that party for that purpose

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LICENCE SCHEDULE

ITEM 1 The Council	THE CITY OF NORWOOD, PAYNEHAM & ST PETERS of 175 The Parade, Norwood SA 5067.
ITEM 2 The Licensee	"[Click Here - Type FULL NAME]" of "[Click Here - Type address]" .
ITEM 3 The Term	The five swimming seasons in the years, 2016-2017, 2017-2018, 2018-2019. Subject to the proposed upgrade of the Payneham Swimming Centre, an extension of up to two (2) years may be offered. The Council will notify the Licensee of the precise date of the swimming season at least one month before the commencement of the relevant swimming season.
ITEM 4 Commencement Date	8 October 2016
ITEM 5 Licence Fee and Time of Payment	"[Click Here - Insert amount due per month (ex GST)]" (GST not included) payable monthly in advance from the Commencement Date.
ITEM 6 Use of Kiosk	The sale of food and non-alcoholic beverages, including the sale of sandwiches, rolls, tea and coffee.
ITEM 7 The Kiosk	The kiosk depicted on the Plan annexed to this Licence as Annexure "A" located at the Payneham Swimming Centre
ITEM 8 Extended Term	See Clause 5.9
ITEM 9 Special Conditions	<ol style="list-style-type: none"> 1. The Licensee must not sell foodstuff or beverages in glass containers. 2. The Licensee shall not sell chewing gum, or other products banned by the Council. 3. The Licensee is responsible for ensuring the Kiosk is well stocked with items usually found in recreation facility kiosks, in particular swimming pool kiosks and for providing both hot and cold foodstuffs normally available in similar kiosks.
ITEM 10 Council's Plant and Equipment	<ul style="list-style-type: none"> • Microwave oven • Pie warmer • Fridge • Freezer unit

ANNEXURE A

PLAN

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