

SPARE SPACE CONNECT - LICENCE AGREEMENT

Date

[Parties]

1. The Proprietor

&

- 2. Spare Space Connect Pty Ltd (ACN 651310093)** of Suite 508, 44 Lakeview Dve SCORESBY 3179 (**Spare Space Connect**).

BACKGROUND

- A. Spare Space Connect has established a platform for individuals to offer, for the Licence Fee, spare space within premises they own for the temporary storage of a variety of towable assets (**Spare Space Connect Service**).
- B. The Proprietor is owner of the Premises.
- C. The Proprietor wishes to utilise the Spare Space Connect Service and offer the Spare Space in the Premises (or part of the Premises) on the terms contained herein.

OPERATIVE PROVISIONS

1 Definitions and interpretation

1.1 Definitions

In this Licence Agreement, the following words are defined:

Agreed Notice Period of Termination means the number of Business days' notice that either party may provide to the other to terminate this Licence for any reason whatsoever as specified in Item 5 of Schedule 1.

Business Day means Monday to Friday excluding public holidays.

Claim includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment, damage, loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent and whether based in contract, tort or statute.

Commencement Date means the date specified at **Item 1 of Schedule 1**.

GST means the Goods and Services tax as defined in A New Tax System (Goods and Services Tax) Act 1999.

Spare Space means the area identified and or described at **Schedule 2**.

Special Conditions means the special conditions specified at Item 6 of Schedule 1.

Liabilities means all liabilities, losses, damages, outgoings, costs and expenses.

Licence Agreement means this agreement and any schedule, annexure or variation to it.

Licence Fee means the fee specified at Item 2 of Schedule 1.

Proprietor means the entity or entities specified at Item 4 of Schedule 1.

1.2 Interpretation

In this Licence Agreement:

- (a) headings are for convenience only and do not affect interpretation of the agreement;
- (b) the singular includes the plural and the plural includes the singular;
- (c) any gender includes any other gender;
- (d) capitalised terms have the meaning ascribed to them in this Licence Agreement;
- (e) anything required to be done on a day that is not a business day may be done on the next business day;
- (f) reference to a person includes a natural person, corporation, partnership, association or other legal entity;
- (g) reference to legislation includes that legislation as amended, modified or re-enacted; and
- (h) reference to a provision, clause, schedule or annexure means, respectively, a provision, clause, schedule or annexure of this Licence Agreement.

2 Licence

In consideration of Spare Space Connect observing its obligations under this Licence Agreement, the Proprietor grants Spare Space Connect the right to occupy the Spare Space for the exclusive purpose of transporting and storing towable assets (**Licence**).

3 Term of Licence

- (a) The Storage Period will commence on the Commencement Date and will continue until:
 - (i) One party terminates this Licence after having served fourteen (14) days' written notice on the other party requiring that a default of this Licence be remedied, and the defaulting party fails to remedy the default within that time frame; or

- (ii) One party provides the other party 30 days' written notice of termination, or in circumstances there is an Agreed Notice Period of Termination specified, then in accordance with the number of days' notice required as specified.

4 Events upon Termination

- (a) Within seven (7) days after the date of termination of this Licence:
 - (i) The Proprietor shall grant Spare Space Connect access to the Premises to remove the assets in the Spare Space;
 - (ii) Spare Space Connect shall return the Spare Space to the Proprietor in the condition it was in as at the Commencement Date, and otherwise make good any damage caused to the Spare Space as a result of the Spare Space Connect Services (excepting fair wear and tear); and
 - (iii) return access keys or material that otherwise facilitates access to the Premises.
- (b) The Licence Fee will be payable by Spare Space Connect until the assets are removed from the Spare Space.
- (c) In circumstances where this Licence Agreement is terminated, the balance of the Licence Fee paid for the relevant month shall be refunded on a pro-rata basis for the period commencing from the date that the assets are removed from the Spare Space and the last day of the relevant month.

5 Licence Fee

- (a) For the duration of the Licence, Spare Space Connect must pay the Proprietor, or as the Proprietor otherwise directs, the Licence Fee.
- (b) Payment of the Licence Fee must be made calendar monthly in advance.

6 Proprietor covenants and acknowledgements

- (a) The Proprietor covenants with Spare Space Connect:
 - (i) the Proprietor is the owner of the Premises;
 - (ii) that the Proprietor is authorised to enter into this Licence Agreement;
 - (iii) to supply on the Commencement Date, Spare Space Connect, keys, and ease of access, to enter the Premises for the purpose of Spare Space Connect conducting the Spare Space Connect Services, including, without limitation, accessing the Premises to tow the assets to and from the Spare Space; and
 - (iv) that the Licence Fees are the total amount of monies payable by Spare Space Connect and that no further costs or monies are payable under this Licence Agreement (except for covering any reasonable costs associated with damage caused to the Spare Space by Spare Space Connect).

- (b) the Proprietor acknowledges and agrees:
 - (i) the Spare Space is suitable for the Spare Space Connect Services;
 - (ii) not to do anything or permit anything to be done to or in the Premises which may damage the assets and vehicles stored in the Spare Space;
 - (iii) that it or they will not interfere with any assets stored in the Spare Space; and
 - (iv) that it will indemnify Spare Space Connect against all Claims and Liabilities resulting from a default by the Proprietor in its obligations under a provision of this Licence Agreement.
 - (v) That it has, and will maintain, for the duration of the Storage Period all relevant insurances for the Premises, including, without limitation, building insurance.

7 Assignment

Spare Space Connect acknowledges that the use and occupancy of the Premises granted by this Licence Agreement:

- (a) does not confer any tenancy or any proprietary interest in the Premises on Spare Space Connect; and
- (b) confers a personal contractual right on Spare Space Connect which is not capable of being transferred, assigned or otherwise dealt with in whole or in part without the Proprietor's express written agreement.

8 Counterparts

- (a) This Licence Agreement may be executed in counterparts by the parties on separate or the same counterparts.
- (b) Each counterpart is taken to be an original, but all of them make up the same instrument.

9 Law and jurisdiction

- (a) The law of the State of Victoria from time to time governs this Licence Agreement.
- (b) The parties agree to the non-exclusive jurisdiction of the courts of the State of Victoria, the Federal Court of Australia and courts entitled to hear appeals from those courts.

10 Amending this Licence Agreement

- (a) An amendment or change made to this Licence Agreement is only effective once it is made in writing and signed by all the parties.
- (b) This is the entire Licence Agreement.

- (c) This is the entire agreement of the parties concerning the subject matter of this Licence Agreement.

11 Parties to do whatever is necessary

- (a) The parties must do whatever is necessary to give full effect to this Licence Agreement, both before and after it is executed. This may include executing a document or carrying out an act.

12 Giving a notice

- (a) A notice must be in writing and may be given to a party by:
 - (i) hand delivery to the party;
 - (ii) prepaid mail or document exchange to the address of the party; or
 - (iii) email to the email address of the party.
- (b) A notice is treated as given to a party:
 - (i) if hand delivered, when delivered;
 - (ii) if sent by prepaid mail or document exchange, 48 hours after posting;
 - (iii) if sent by facsimile, when the facsimile machine confirms transmission; or
 - (iv) if sent by email, when the email is shown as sent from the sender's computer.

13 Joint and several liability of a party

If a party is made up of 2 or more persons, each person must observe this Licence Agreement and is bound by it individually (severally) and together with each other person (jointly).

14 Special Conditions

The Special Conditions prevail to the extent of any inconsistency with any other terms of this Licence Agreement.

Executed as an Agreement

I/We agree to be bound by the terms and conditions of this Licence Agreement. I/We acknowledge that I/We have read and understood the Licence Agreement.

Signed:

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Proprietors' Signature

Dated this.....day of.....2021.

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Accepted by Spare Space Connect

Signed:

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Schedule 2 Spare Space