Licence Agreement

Bradfield Development Authority ABN 84 369 219 084

(**Licensor**)

[insert]

(**Licensee**)

Licence Agreement

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Details

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| --- | --- |
| Date |  |

Parties

**Licensor**: **Bradfield Development Authority** ABN 84 369 219 084of Level 7, 50 Belmore St, Penrith NSW 2750

AND

**Licensee**: **[insert]**

Background

1. The Licensor is the owner of the Land in which the Licensed Area form’s part.
2. The Licensor has agreed to grant a licence to the Licensee on the terms set out in this deed.

Operative provisions

1. Interpretation
   1. Definitions
2. In this deed:

**Business Day** means a day which is not a Saturday, Sunday, or public holiday in Sydney.

1. **Bradfield City Centre** means the urban development project located within the Western Sydney Aerotropolis, adjacent to the new Western Sydney International Airport.
2. **Bradfield Development Authority** or **BDA** means the Western Parkland City Authority ABN 84 369 219 084, a corporation established under the *Western Parkland City Authority Act 2018* (NSW), trading as Bradfield Development Authority.
3. **Commencing Date** means the date specified in Item 4.
4. **Costs** includes liability, damages, loss, costs, charges and expenses including those in connection with advisers and legal costs on a full indemnity basis, or solicitor and own client basis, whichever is the higher.
5. **Event** means any event or other organised activity as determined by the Licensor in its absolute discretion.
6. **GST** means:
   1. the same as in the GST Law;
   2. any other goods and services tax, or any tax applying to this transaction in a similar way; and
   3. any additional tax, penalty tax, fine, interest or other charge under a law for such a tax.
7. **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
8. **GST Law** has the same meaning as in the GST Act.
9. **Land** means the land specified in Item 3.
10. **Landowner** means the registered proprietor of the Licensed Area.
11. **Liabilities** includes all threatened or actual actions, proceedings, demands, damages, losses, claims, Costs, expenses, charges, fees, penalties, fines or other liabilities, duties or obligations to make any payment or carry out any work.
12. **Licence** means the licence granted by the Licensor to the Licensee under this deed.
13. **Licensed Area** means the land specified in Item 6.
14. **Licence Fee** is as prescribed in Item 8.
15. **Licensee** means the party named in Item 2.
16. **Licensee’s Employees** means the employees, agents, contractors and invitees of the Licensee.
17. **Licensor** means the party named in Item 1.
18. **Operating Hours** means the hours specified in Item 10.
19. **Option Exercise Period** means the period beginning 6 months before and ending 3 months before the start of the Option Term.
20. **Option Term** means a further term or terms set out in Item 5.
21. **Party/Parties** means the parties listed in Item 1 and Item 2.
22. **Permitted Use** has the meaning given to it in Item 7.
23. **Term** means the term of the Licence, as specified in Item 4.
24. **Terminating Date** means the date in Item 4, or, if this Licence is terminated in accordance with clause 6, the date on which it is so terminated.
    1. Rules for interpreting this document
25. In this deed:
    1. headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

* 1. an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
  2. **“person”** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
  3. a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation, and, in the case of a trustee, includes a substituted or an additional trustee;
  4. a reference to a document (including this deed) is to that document as varied, novated, ratified, or replaced from time to time;
  5. a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
  6. a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender;
  7. a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;
  8. if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
  9. **"includes"** in any form is not a word of limitation;
  10. a reference to **“$”** or **“dollar”** is to Australian currency; and
  11. a reference to an item is to an item in the reference schedule to this deed.
  12. Business Days

1. If the day on or by which a person must do something under this document is not a Business Day the person must do it on or by the next Business Day.
2. Grant of Licence
   1. Licence
   2. The Licensor grants to the Licensee a licence to use the Licensed Area for the Permitted Use during the Term.
   3. The Licensee may only use the Licensed Area for the Permitted Use.
   4. No exclusive possession

This deed does not confer on the Licensee any right of exclusive possession of any part of the Licensed Area. The Licensor may enter the Licensed Area after giving reasonable notice to the Licensee, except in the case of emergencies (for which the Licensor may enter without notice).

* 1. Nature of Licence
  2. The Licence is personal to the Licensee.
  3. Nothing in this deed:
     1. confers on the Licensee any rights as a tenant of the Licensed Area; or
     2. creates the relationship of landlord and tenant between the Parties.
  4. No dealing without consent

The Licensee cannot sublicense the Licensed Area or assign, novate or otherwise transfer any of its rights or obligations under this Deed.

* 1. Holding over

If the Licensor has not granted the Licensee a new licence of the Licensed Area and the Licensee continues to occupy the Licensed Area after the Terminating Date with the Licensor's consent, the Licensee occupies the Licensed Area under a monthly licence that:

* 1. subject to clause 6.1, either party may terminate on one (1) months' notice ending on any day; and
  2. is on the terms and at the licence fee the Licensor specifies, but if the Licensor does not specify terms or a licence fee, then the one-monthly licence is on the same terms as this deed (with any changes appropriate to a one-monthly licence) with a one-monthly licence fee that is paid on a pro rata basis.

1. Licence Fee
   1. Payment of Licence Fee

On and from the Commencing Date, the Licensee must pay the Licence Fee on a yearly basis in advance, effective for the duration of the Licence Term and any holding over period.

* 1. Outgoings and services
  2. If rates, taxes or other levies are imposed by statutory authorities in respect of the Land, then the Licensee must pay all or the proportion of those charges that are attributable to the Licensed Area.
  3. The Licensee must:
     1. arrange any services and utilities it requires in relation to the Licensed Area; and
     2. pay the cost of any services and utilities supplied to the Licensed Area.
  4. The Licensee is otherwise liable for and must pay all other outgoings in connection with the Licensed Area on or before the due date for payment to the relevant persons or the relevant authorities or, if required, to the Licensor.
  5. The Licensor will (to the extent provided to the Licensor) provide the Licensee with notice of any accounts for outgoings which are the responsibility of the Licensee under this deed, as soon as reasonably practicable after the relevant accounts are received by the Licensor.
  6. Where the Licensee has failed to pay for any outgoings by the due date for payment and has not then made the necessary payment within fourteen (14) days after receipt of a notice from the Licensor, relevant person, or other relevant authority requiring it to do so, the Licensor may, in its absolute discretion, elect to pay the amount due in respect of the outgoings to the relevant person or relevant authority, and that amount (including any fines and penalties paid by the Licensor for the late payment) will constitute a debt payable to the Licensor and the Licensee must reimburse the Licensor for the debt within fourteen (14) days after written demand from the Licensor.

1. Licensee’s rights and obligations
   1. General Obligations

The Licensee must:

* + 1. keep the Licensed Area in good repair:
    2. keep the Licensed Area clean, tidy, and free of rubbish and vermin;
    3. not make any alterations to the Licensed Area without the prior written consent of the Licensor;
    4. not use the Licensed Area for any purpose except the Permitted Use;
    5. comply on time with all laws, regulations, licenses, orders, approvals, notices and the requirements of authorities in connection with the Licensed Area and the Licensee’s use and occupation of the Licensed Area, including obtaining (or preparing) and complying with:
       1. all required development consents;
       2. all required environment protection licenses granted by the New South Wales Environment Protection Authority; and
       3. any environmental management plans affecting the Licensed Area;
    6. comply with the Licensor’s directions, rules and regulations for or in connection with the Land as notified by the Licensor from time to time, including any directions, rules and regulations relating to access and egress routes or site safety and security;
    7. not do anything:
       1. on the Land that the Licensor reasonably considers is dangerous or illegal;
       2. to contaminate or pollute the Land or its environment;
       3. that interferes with, obstructs access to or damages the Land or the facilities on the Land; or
       4. that damages or is likely to damage the reputation of the Licensor or the NSW Government;
    8. not keep or use inflammable, volatile, or explosive materials on the Licensed Area without the prior written consent of the Licensor;
    9. not damage or destroy anything on the Land or adjoining land; and
    10. provide to the Licensor (as soon as is reasonably practicable after receipt) details of any order, notice or other requirements of any authority that becomes imposed on the Licensed Area.
  1. Maintain and replace
     1. The Licensee must keep the Licensed Area and any services situated within or adjacent to the Licensed Area or which exclusively services the Licensed Area in good repair and condition and fully operational having regard to the condition when the Licensee first occupied the Licensed Area, subject to fair wear and tear.
     2. The Licensee must, at its expense, maintain and repair or replace items in or attached to the Licensed Area (including any services situated within or adjacent to the Licensed Area or which exclusively service the Licensed Area) which are damaged or worn with items of the same or similar quality to those in use when they were last replaced with the Licensor's approval, or if they have not been so replaced, to those in use at the date when the Licensee first occupied the Licensed Area subject to fair wear and tear.
     3. If required by the Licensor, the Licensee must promptly, at the Licensee’s expense, repair damage to the Land to the extent that it is caused or contributed to by the act, omission, negligence or default of the Licensee or the Licensee’s Employees.
  2. Exclusive Right to Operate

The Licensor agrees that it will not grant a licence to another food and beverage operator within the Licensed Area, except to the extent that:

* + 1. there is an Event occurring within the agreed Operating Hours on or in the vicinity of the Land, in which case the Licensor will provide the Licensee with fourteen (14) days’ notice of the intention to procure another food and beverage operator and/or of a temporary suspension to the Licensee’s operations;
    2. such other licence applies outside of the Operating Hours; or
    3. the Licensor forms the view (acting reasonably) that the Licensee is or will be unwilling or unable to operate the food and beverage mobile operation in accordance with this deed (including where notified under clause 4.4(a)(ii)).
  1. Hours of Operation
     1. The Licensee must:
        1. during the Term, strictly adhere to and operate the food and beverage mobile operation within the Operating Hours. Any deviation from the prescribed Operating Hours, without prior written consent from the Licensor, will be considered a material breach of this deed; and
        2. without limiting its obligations under this deed, provide the Licensor with at least 4 weeks’ notice if the Licensee is unable to operate the required food and beverage mobile operation from the Licensed Area at any time during the Operating Hours.
     2. The Licensee must operate the food and beverage mobile operation in accordance with Annexure B, noting that Annexure B may be amended from time to time subject to agreement by the Parties.
     3. A breach of clause 4.4(a) or 4.4(b) will provide the Licensor with the immediate right to terminate the Licence under clause 6, without any requirement for prior notice or opportunity to remedy the breach.

1. Risk and Liability
   1. Risk

The Licensee uses the Licensed Area at the sole risk of the Licensee.

* 1. Insurance

The Licensee must:

* + 1. not knowingly do anything that could prejudice any self-insurance of the Licensed Area or the Land or property in them;
    2. keep current during the Term and any holding over period public risk insurance for at least the amount in item 9, and noting the Licensor is an interested party, workers compensation insurance and all other insurances required by law or that the Licensor acting reasonably requires in connection with the Licensed Area; and
    3. give the Licensor annually, and otherwise on demand, evidence, including certificates of currency, that the Licensee has complied with clause 5.2(b).
  1. Indemnity

The Licensee is liable for and indemnifies the Licensor against all Liability and Costs arising from or incurred in connection with:

* + 1. any damage or loss of property, injury or death to persons or any notice, order or imposition of any authority, to the extent caused or contributed to by the act, omission, negligence or default of the Licensee or the Licensee’s Employees or the Licensee’s use of the Licensed Area;
    2. the Licensee's failure to comply with any applicable federal, state, or local laws, regulations, or ordinances in connection with the Permitted Use;
    3. any environmental contamination or pollution caused by the Licensee's activities on the Licensor's land, including but not limited to the release of hazardous substances, waste, or materials;
    4. any breach by the Licensee of health and safety regulations or standards in the operation of the food and beverage mobile operation;
    5. any claims of illness, injury, or death resulting from the consumption of food or beverages sold or provided by the Licensee;
    6. anything occurring on, originating in, or coming from, the Licensed Area, to the extent caused or contributed by the Licensee or the Licensee’s Employees;
    7. the Licensee’s default under this deed; or
    8. the termination of this deed if this deed is terminated because of the Licensee’s default under this deed or the Licensee’s repudiation of this deed.
  1. Release

The Licensee releases the Licensor from all, and agrees that the Licensor is not liable for any Liability or Costs arising from or incurred in connection with:

* + 1. any damage or loss of property, injury or death to persons or any notice, order or imposition of any authority, unless it is caused by the Licensor’s negligence or default;
    2. the Licensor doing anything the Licensor is permitted or obliged to do under this deed; or
    3. any service being interrupted, broken down or not being available unless caused by the Licensor’s negligence or default.

1. Default and Termination
   1. Default and Termination
2. The Licensee is in default under this deed and the Licensor may terminate this deed if:
   1. the Licensee or the Licensee’s Employees deny or obstruct the Licensor, or its employees, agents, contractors or invitees, access to the Licensed Area and the Licensee does not remedy that default within twenty-four (24) hours after the Licensor gives the Licensee a notice requiring the Licensee to permit access;
   2. the Licensee does not comply with any other obligation under this deed and does not remedy that default within fourteen (14) days after the Licensor gives the Licensee a notice requiring the Licensee to remedy the default; or
   3. subject to clause 6(b), an insolvency event occurs in respect of the Licensee.
3. The Licensor may not terminate this deed if the Licensee is or becomes insolvent and a controller or receiver is appointed to the Licensee which agrees to carry out the Licensee's obligations under this deed within fourteen (14) days after receipt of a notice from the Licensor.
4. The Licensor may conduct customer satisfaction reviews on a quarterly basis with respect to the Licensee’s food and beverage mobile operation and may, at its discretion, terminate this deed by providing one (1) month’s notice to the Licensee if the results of any such customer satisfaction review is not acceptable to the Licensor.
5. The License may terminate this deed for any reason by providing one (1) month’s notice to the Licensor.
6. Licence ends
   1. Event

The Licence ends on the earliest to occur of:

* + 1. the Terminating Date (but if the Licensee holds over under this deed with the Licensor's consent, the date the holding over ends); and
    2. the date this deed is terminated.
  1. Licensee to vacate

The Licensee must remove all possessions and items from the Licensed Area and the Land (including all structures and fixtures) and leave the Licensed Area in the condition required under this deed including in a safe condition, free from rubbish and other materials.

* 1. Failure to vacate

If the Licensee does not comply with its obligations under clause 7.2 on time, the Licensor may comply with these obligations (if necessary, in the Licensee's name) at the Licensee's risk and expense. The Licensee must pay the Licensor on demand as liquidated damages a sum equal to the cost to the Licensor of complying with that clause.

1. General
   1. Notices

Each communication (including each notice, consent, approval, request, and demand) under or in connection with this deed:

* + 1. must be in writing;
    2. must be addressed as shown in item 11 (or as otherwise notified by that party to each other party from time to time);
    3. must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary, or authorised agent of, that Party;
    4. must be delivered by email to the email address of the addressee, in accordance with clause 8.1(b); and
    5. is taken to be received by the addressee at the time the email is sent (unless the sender receives a delivery failure notification indicating that the email has not been delivered to the recipient), but if the communication is taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next working day ("working day" meaning a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally, in the place to which the communication is posted, sent or delivered).
  1. Governing law

This deed is governed by the law in force in New South Wales.

* 1. Jurisdiction

Each Party irrevocably:

* + 1. submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this deed; and
    2. waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 8.3(a).
  1. Waiver

A right may only be waived in writing, signed by the Party giving the waiver; and

* + 1. no other conduct of a Party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
    2. a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
    3. the exercise of a right does not prevent any further exercise of that right or any other right.
  1. Costs
     1. The Licensee is responsible for all Costs and claims it incurs in connection with the Permitted Use.
     2. The Licensor and the Licensee each agree to pay their own costs (including legal costs) in connection with preparing and finalising this deed and any document or matter in connection with it.
  2. Licensee’s Employees

The Licensee must ensure that the Licensee’s Employees comply, if appropriate, with the Licensee’s obligations under this deed.

* 1. Severability

Any provision in this deed which is invalid or unenforceable in any jurisdiction:

* + 1. is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable; or
    2. if the provision cannot be read down under paragraph (a), is capable of being severed to the extent of the invalidity or unenforceability,

without affecting the remaining provisions of this deed or affecting the validity or enforceability of that provision in any other jurisdiction.

* 1. Changes by legislation

If the Licensee’s rights and obligations under this deed are changed by legislation so that the Licensor’s rights are adversely affected, the Licensee waives its rights under that legislation to the extent that it is not prohibited by that or any other legislation.

* 1. Right to rectify

The Licensor may do anything that the Licensee should have done under this deed but that the Licensee has not done or that the Licensor considers the Licensee has not done properly.

* 1. Amendments

This deed may only be varied by a deed executed by or on behalf of each Party.

* 1. Counterparts

This deed may be executed in any number of counterparts and all those counterparts taken together constitute one and the same instrument.

* 1. Termination

The provisions of this deed do not merge on termination.

* 1. Further acts and documents

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

* 1. Consents

A consent required under this deed from a party may be given or withheld, or may be given subject to any conditions, as that Party (in its absolute discretion) thinks fit, unless this deed expressly provides otherwise.

* 1. Electronic execution
     1. The Parties agree that this deed may be signed electronically in accordance with the *Electronic Transactions Act 2000*.
     2. A signed copy of this deed transmitted by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this deed for all purposes.

1. GST
   1. Rules for interpreting this clause
      1. Words defined in the GST Law have the same meaning in clauses about GST.
      2. If a person is a member of a GST group, references to GST for which the person is liable and to input tax credits to which the person is entitled include GST for which the representative member of the GST group is liable and input tax credits to which the representative member is entitled.
      3. References to GST extend to any notional liability of any person for GST and to any amount which is treated as GST under the GST Law, and reference to an input tax credit extend to any notional input tax credit to which any person is entitled.
   2. Tax invoice

Each Party making a taxable supply under this Licence must issue a tax invoice to the other Party for each taxable supply within fourteen (14) days of making the taxable supply.

* 1. Indemnities and reimbursement

If a Party is obliged to make a payment under an indemnity or is required to reimburse a Party for a cost, on which that other Party must pay GST, the indemnity or reimbursement is for the cost plus all GST (except any GST for which that Party can obtain an input tax credit).

1. Option to renew
   1. Grant of extension of licence

If the Licensee wishes to extend the Licence of the Licensed Area for an Option Term, the Licensor will grant to the Licensee, an extension of the Licence of the Licensed Area for that Option Term if:

* + 1. the Licensee gives the Licensor written notice during the Option Exercise Period that the Licensee wants an extension of the Licence of the Licensed Area for the Option Term; and
    2. the Licensee is not in material default under this deed on the date of the notice or on the Terminating Date; and
    3. the deed is not terminated for any reason by the date of the notice.
  1. Terms of new licence
     1. If the Licensee serves a written notice in accordance with clause 10.1(a), then the Licence is extended on the same terms and conditions as set out in this deed except that:
        1. (**Licence Fee**) the Licence Fee is the Licence Fee payable on the original Terminating Date;
        2. (**Term**) the Term, Commencing Date and Terminating Date are amended to reflect the relevant Option Term;
        3. (**variations**) the terms and conditions applicable include any variations made to this deed during the Term;
        4. (**Option Term**) there will be no further Option Term if the relevant Option Term is the *only* Option Term specified in Item 5; and
        5. if more than one Option Term is specified in Item 5, Item 5 is amended by deleting the relevant Option Term.

Reference Schedule

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Licensor** | |  |
| **Name:** | Bradfield Development Authority (ABN 84 369 219 084) | |
|  |  | |
| **Address:** | Level 7, 50 Belmore St, Penrith NSW 2750 | |
|  |  | |
|  | **Licensee** |  | |
| **Name:** | [insert] | |
|  |  | |
| **Address:** | [insert] | |
|  |  | |
|  | **Land**  Lot 3101 in Deposited Plan 1282964 | | |
|  | **Term**  The period of time from the Commencing Date until the Terminating Date.  Commencing Date: 17 February 2025  Terminating Date: 1 December 2026 | | |
|  | **Option Term**  Commencing Date: 2 December 2026  Terminating Date: 1 December 2027 | | |
|  | **Licensed Area**  That part of the Land as shown on the plan in Annexure A (outlined in unbroken red rectangle). | | |
|  | **Permitted Use**  The operation of a food and beverage mobile operation in the Licensed Area from a temporary or movable structure provided by the Licensee. | | |
|  | **Licence Fee**  $1.00 (plus GST), payable to the Licensor on a yearly basis. | | |
|  | **Amount of public risk insurance**  $10,000,000 | | |
|  | **Operating Hours**  The Licensee must be present and operating its food and beverage mobile operation on site from approximately 8:30am – 9:30am and 11:30am – 12:30pm Monday to Friday (except public holidays), subject to such exceptions as may be approved by the Licensor in writing. | | |
|  | **Address for service of notices**  **Licensor**  Name: Bradfield Development Authority  For the attention of: Carolyn Peek  carolyn.peek@bda.nsw.gov.au;  cc: civicplacesteam@bda.nsw.gov.au  **Licensee**  Name: [insert]  For the attention of: [insert name and email address] | | |

Signing page

**EXECUTED as a deed**

**Licensor**

**Signed, sealed and delivered** by the authorised officer named below as delegate on behalf of **Bradfield Development Authority ABN 84 369 219 084** but not so as to incur any personal liability, in the presence of:

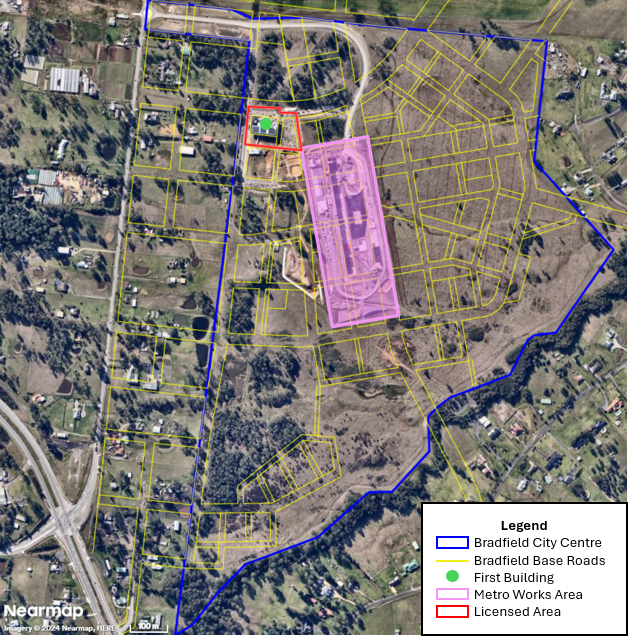
|  |  |  |
| --- | --- | --- |
|  |  |  |
| Electronic signature of witness |  | Electronic signature of authorised officer |
|  |  |  |
| Name of witness – BLOCK LETTERS |  | Name of authorised officer – BLOCK LETTERS |
| Address of witness (street address not PO Box etc)  This document was signed and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000*. |  |  |

**Licensee**

**Signed sealed and delivered** by the authorised officer named below as delegate on behalf of **[insert]** but not so as to incur any personal liability, in the presence of:

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Electronic signature of witness |  | Electronic signature of authorised officer |
|  |  |  |
| Name of witness – BLOCK LETTERS |  | Name of authorised officer – BLOCK LETTERS |
| Address of witness (street address not PO Box etc)  This document was signed and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000*. |  | Officer's authority |

Annexure A – Plan of Land and Licensed Area



Annexure B – Requirements of Operation

* A menu must be provided to customers, either at/on the vehicle, or via a mobile app/website, if applicable.
* Must offer food, and hot and cold beverages.
* The Licensor aspires to reduce waste generation, operate a plastic waste free city, and collect food waste. This includes offering alternatives to single-use coffee cups and plastic food packaging. In addition, vehicles and equipment (e.g. generators) should be energy and water efficient, to reduce greenhouse gas emissions. The Licensor encourages applications from operators who can provide sustainable practices and healthy foods.
* The Licensee must be self-sufficient – It is a requirement that vehicle/s are equipped with power, onboard water and wastewater management systems. Water and power are not accessible onsite.
* The Licensee must comply with the Food Act 2003, Food Regulation 2015, NSW Food Authority’s “Guidelines for Mobile Food Vending Vehicles” dated January 2017 and any subsequent revision approved by the NSW Food Authority.

***[Note: This Annexure will be updated in accordance with the service offering proposed by the Licensee (as agreed by the Licensor).]***