

# Electric vehicles charging site licence.

**Site Address:** Depot Shed 1 Car park located at 141 Lakins Road, Mansfield VIC 3722

**Site Name:** Mansfield

**Land:** the land described in Certificate of Title Volume 9022 Folio 665

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Mansfield Shire Council ABN 74 566 834 923 (**Licensor**)

H & A Traders Pty Ltd ACN 99 614 217 588 (**Licensee**)

# Information table

## Parties

Name **Mansfield Shire Council**  
ABN 74 566 834 923  
Short form name **Licensor**  
Notice details Postal address: 33 Highett Street Mansfield VIC 3722  
Telephone: 03 5775 8555  
Email: [chloe.schlemitz@mansfield.vic.gov.au](mailto:chloe.schlemitz@mansfield.vic.gov.au)  
Attention: Chloe Schlemitz Asset Maintenance Officer

Name **H & A Traders Pty Ltd**  
ACN 99 614 217 588  
Short form name **Licensee**  
Notice details Postal address: 3/11-23 Northpark Drive  
SOMERTON VIC 3062  
General Email: [aamir@mksolution.com.au](mailto:aamir@mksolution.com.au)  
Accounts Email: [account@mksolution.com.au](mailto:account@mksolution.com.au)

## Items

- Item 1** **Premises** (clause 1.1)  
That part of the Land marked EV Charger Space on the plan in Annexure A being part of the property known as the Depot Shed 1 car park located at 141 Lakins Road, Mansfield VIC 3722 and forming the Land.
- Item 2** **Commencement Date** (clause 1.1)  
This Licence commences from the date of installation being the date the Licensee commences construction on the Licensed Area as confirmed being 22 July 2024
- Item 3** **Expiry Date** (clause 1.1)  
Seven (7) years, expiring alongside CM2324.033 Cleaning of Council Assets
- Item 4** **Term** (clause 1.1)  
3 years - + 2x2 years
- Item 5** **Rent** (clause 1.1)  
\$2490 per annum (plus GST, if any)
- Item 6** **Invoice to be issued Annually in Advance** (clause 5.1)
- Item 7** **Licensed Areas** (clause 6.6)  
Any areas utilised by the Licensee under clauses 6.2, 6.4, 6.7 and 10 that are within the Land.
- Item 8** **Break Date** (clause 1.1)  
The date that is 3 years after the Commencement Date.

# Agreed terms.

## 1. Defined terms & interpretation

### 1.1 Defined terms

In the Licence:

**Break Date** means the date(s) stated in Item 8.

**Business Day** means any day in the State which is not a Saturday, Sunday or Public Holiday.

**Commencement Date** means the date stated in Item 2.

**Equipment** means any and all equipment, ancillary installations and necessary or desirable equipment required to operate and maintain an electric vehicle charging station or to carry out the Permitted Use now and, in the future, including but not limited to vehicle chargers, charge posts, lighting, switchgear, signage, security, canopies, fencing or other visual barriers, and energy capture and all associated civil works.

**Expiry Date** means, subject to clause 4.2, the date stated in Item 3.

**Government Agency** means any government or any governmental, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

**GST** means a goods and services tax or like tax payable by the Licensor in respect of a supply under the Licence.

**Information table** means the part of this document described as Information table.

**Item** means an item appearing in the Information table.

**Land** means the land referred to on the front page of the Licence.

**Licence** means the licence or tenancy that exists between the Licensor and the Licensee in relation to the Premises of whatever nature and whether at law or in equity as evidenced in whole or in part by this document.

**Licensee** means the licensee described on the front page of the Licence and its successors and assigns or, if the Licensee is a natural person, its executors, administrators and assigns and in either case its employees, agents and contractors.

**Licensor** means the licensor described on the front page of the Licence and its successors and assigns or, if the Licensor is a natural person, its executors administrators and assigns and in either case its employees, agents and contractors.

**Licensed Areas** means the areas described in Item 7.

**Month** means calendar month.

**OHS Act** means the Occupational Health Safety Act 2004 (Vic).

**OHS Law** means the OHS Act, the OHS Regulations, and any other occupational health and safety Statute, regulation or by-law that applies to work being carried out on the Premises.

**OHS Regulations** means the Occupational Health and Safety Regulations 2017 (Vic).

**Permitted Use** means constructing, maintaining and operating an electric vehicle parking and charging station and any incidental or complementary uses including but not limited to installing, storing, operating, repairing, maintaining, altering, and replacing electrical services consistent with the evolving nature of an electric vehicle charging station.

**Premises** means the premises described in Item 1.

**Related Body Corporate** where the Licensee is a holding company of another body corporate, a subsidiary of another body corporate or a subsidiary of a holding company of another body corporate means that other body corporate.

**Rent** means the amount stated in Item 5.

**State** means the State of the Commonwealth of Australia in which the Land is situated.

**Statute** means any statute, regulation, proclamation, ordinance or by-law of the Commonwealth of Australia or the State and includes all statutes, regulations, proclamations, ordinances or by-laws varying consolidating or replacing them, and all regulations, proclamations, ordinances and by-laws issued under that statute.

**Term** means the term of the Licence set out in Item 4.

## 1.2 Interpretation

In the Licence, unless the context otherwise requires:

- (a) headings and underlining's are for convenience only and do not affect the interpretation of the Licence.
- (b) words importing the singular include the plural and vice versa.
- (c) words importing a gender include any gender.
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency.
- (e) a reference to anything includes a part of that thing.
- (f) a reference to a part, clause, party, annexure, exhibit, information table or schedule is a reference to a part and clause of and a party, annexure, exhibit, information table and schedule to the Licence.
- (g) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next succeeding day which is a Business Day.
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of the Licence or any part of it; and
- (i) a covenant or agreement on the part of two or more persons binds them jointly and severally.

## 2. Demise

The Licensor licences the Premises to the Licensee on the terms and conditions contained in the Licence.

## 3. Implied covenants and powers

### 3.1 Exclusion of implied covenants

The obligations and powers implied in the Licence by section 144 of the *Property Law Act 1958* (VIC) and Div 7 of the *Transfer of Land Act 1958* (VIC) are expressly excluded.

### 3.2 Inclusion of implied covenants

Any covenants and powers implied in the Licence by any law apply to the extent they are consistent with the terms of the Licence.

### 3.3 Contravention of Statute – severance

Any provision of the Licence, which is void, voidable, unenforceable or invalid because of any Statute must in any such case and to such extent be severed from the Licence, and the Licence must be read as though such provision did not form part of the Licence at that time.

## 4. Term of Licence and holding over

### 4.1 Term of the Licence

The Term commences on the Commencement Date and expires on the Expiry Date, subject to the provisions of the Licence.

### 4.2 Termination on a Break Date

If the Licensee gives the Licensor notice no later than six months prior to a Break Date that the Licensee wishes to end the Term on a Break Date, the Break Date becomes the Expiry Date.

### 4.3 Monthly tenancy – holding over.

- (a) If the Licensee occupies the Premises after the Expiry Date (other than pursuant to the grant of a further licence) without demand for possession by the Licensor, the Licensee does so as a monthly tenant thereafter on the same terms and conditions as the Licence as far as they apply to a monthly tenancy.
- (b) Either the Licensor or the Licensee may terminate the monthly tenancy under clause 4.3(a) by giving the other at least 30 days prior written notice.

## 5. Payment

### 5.1 Licensee's Covenant

The Licensee must pay the Rent to the Licensor during the Term. Any payments made by the Licensee to the Licensor may be made to the account as per the Tax Invoice provided by Council.

### 5.2 Rates, taxes and outgoings

The parties acknowledge and agree that:

- (a) the Rent is a gross amount and the Licensee is not required to pay any rates, taxes, charges, levies or outgoings which are charged to, levied on or relate to the Land (including but not limited to the Premises) except for electricity charges which are payable by the Licensee under clause 10); and
- (b) the Licensor must pay all rates, taxes, charges, levies and outgoings which are charged to, levied on or relate to the Land (including but not limited to the Premises).

## 6. Use of Premises

### 6.1 Permitted use.

- (a) The Licensee must use the Premises and Licensed Areas for the Permitted Use and for no other use.
- (b) The Licensor may not unreasonably withhold consent to a request by the Licensee to change the Permitted Use, provided the change is permitted by law.
- (c) The Licensee must:
  - (i) not do anything, outside of the Permitted Use, which is or may be a nuisance or annoyance to the Licensor, any other persons allowed by the Licensor to use any other part of the Land, any owners or occupants of premises adjacent to the Land, or members of the public, as determined by the Licensor, acting reasonably.
  - (ii) upon becoming aware, as soon as reasonably practicable give written notice to the Licensor of:
    - (A) any material damage to any of the Premises, the Licensed Area or the Equipment.
    - (B) service by any authority of a notice or order affecting the Premises or Licensed Area; or

- (C) any hazards arising from, threatening or affecting the Premises or Licensed Area.

## 6.2 Use of Land outside Premises

- (a) The Licensor grants to the Licensee the right to temporarily use so much of the Land immediately adjoining and adjacent to the Premises or any installation of the Licensee as is reasonably required during installation, erection, construction, dismantling, operation, repair, maintenance, alteration and renewal of the Equipment.
- (b) When exercising its rights pursuant to this clause 6.2 the Licensee must use reasonable efforts to cause minimal disruption and inconvenience to the Licensor and its occupants and members of the public as far as is reasonably practicable.
- (c) After temporarily using the Land adjoining and adjacent to the Premises or any installation or erection of the Licensee, the Licensee will restore the surface of the Land, and below the surface of the Land if required by the Licensor, to its state prior to such use by the Licensee to the reasonable satisfaction of the Licensor.
- (d) The provisions of clause 8.2 will apply to the exercise by the Licensee of its rights pursuant to this clause 6.2.

## 6.3 Requirements of Statutes and Government Agencies

- (a) The Licensee must comply promptly with any Statute in respect of the Licensee's use of the Premises and Licensed Areas and any requirements, notices or orders of any Government Agency having jurisdiction or authority in respect of the Premises or the use of the Premises. The Licensee is under no liability for structural alterations unless caused or contributed to by the Licensee's particular use or occupation of the Premises.
- (b) For the purposes of the OHS Law, the Licensee agrees that:
  - (i) the Licensee has sole management and control of the Premises and has sole responsibility for ensuring that the Premises and the means of entering and leaving them are safe and without risks to health.
  - (ii) the Licensor appoints the Licensee as Principal Contractor in respect of any Licensee's works on or in the Premises or Licensed Areas to which an OHS Law applies.
  - (iii) the Licensee must carry out such Licensee's works in accordance with the requirements of the OHS Law; and
  - (iv) the Licensor authorises the Licensee to exercise whatever authority is necessary for the Licensee to discharge the responsibilities of the appointment under clause 6.3(b)(ii).

## 6.4 Cabling

- (a) For the purpose of the operation of the Licensee's Equipment, the Licensor will permit the Licensee to install, erect, construct, dismantle, store, operate, repair, maintain, alter and renew and use above or below ground cabling, wiring, piping, earthing straps and conduits to and from the Premises (and between them if there are separate licenced areas) and where necessary to construct supports for that cabling.
- (b) In exercising its rights under this clause 6.4, the Licensee must:
  - (i) consult with and obtain the approval of the Licensor as to the proposed location of the cabling.
  - (ii) not cause any lasting material damage to the Land (including below the surface of the Land) or material interference with the Licensor; and
  - (iii) restore the surface of the Land and below the surface of the Land if required by the Licensor as so used to its state prior to use by the Licensee to the reasonable satisfaction of the Licensor.
- (c) The provisions of clause 8.2 will apply to the exercise by the Licensee of its rights pursuant to this clause 6.4.

## 6.5 Consents

The Licensor irrevocably authorises the Licensee to make at the expense of the Licensee any application for consent or approval to any Government Agency to use or develop the Premises for the use referred to in clause 6.1 and to exercise and procure (at the Licensee's expense) every right of appeal arising from the determination of any such application or the failure to determine the application. The Licensor must sign all documentation and do all such things as the Licensee or any person nominated by the Licensee reasonably requires (at the cost and expense of the Licensee) to authorise or assist in obtaining consent or approval from any Government Agency to use or develop the Premises for the use referred to in clause 6.1.

## 6.6 Licensed Areas

- (a) The Licensor grants to the Licensee the right to use the Licensed Areas in accordance with the terms of this licence and the Licensor and the Licensee may each exercise all of their respective rights under the Licence and must observe all of their respective obligations under the Licence concerning the Licensed Areas as if the Licensed Areas were part of the Premises.
- (b) The Licensor must not interfere with the Equipment or the Permitted Use on the Licensed Area and must not grant a licence over the Licensed Area to any other third party during the Term.

## 6.7 Signage

The Licensee may at the Licensee's cost, install, repair, maintain, alter, replace and renew:

- (a) signage, branding and/or advertising on the Premises and the Licensed Areas; and
- (b) directional and way finding signage on the Land.

## 6.8 Licensor use of Premises

- (a) If at any time the Premises include parking spaces which at that time are not required by the Licensee for the Permitted Use, the Licensee may by notice to the Licensor allow the Licensor, the Licensor's tenants and their guests, and members of the public to use those spaces (**Nominated Spaces**) until such time as the Nominated Spaces are so required by the Licensee.
- (b) For so long as this clause applies over Nominated Spaces, the Licensee will have no obligations to the Licensor in respect of the Nominated Spaces and the Licensor must maintain the Nominated Spaces to a standard commensurate with the balance of the Licensee's spaces.
- (c) The Licensor, the Licensor's tenants and their guests must not obstruct or interrupt the Licensee or the Licensee's guests in their use, occupation or enjoyment of the Premises (excluding the Nominated Spaces).
- (d) Except to the extent due to the Licensee's negligence or wilful default:
  - (i) the use by the Licensor, the Licensor's tenants and their guests of the Nominated Spaces is entirely at the risk of those parties.
  - (ii) the Licensee is not responsible for any loss, damage or injury to persons or property arising out of the use of the Nominated Spaces; and
  - (iii) the Licensor indemnifies the Licensee from all actions, claims, costs and demands in respect of damage or injury to persons or property arising out of the use of the Nominated Spaces by the Licensor.
- (e) The Licensee must provide written notice to the Licensor that it requires the use of the Nominated Spaces specifying the date on which it requires the Nominated Spaces to be handed back (**Notice**) and the Licensor must hand back the Nominated Spaces to the Licensee by the specified date which cannot be a period less than 7 days from the date of the Notice in the state it was prior to the use by the Licensor, fair, wear and tear excepted.

## 7. Access to the Premises and use of services

- (a) The Licensor consents to the Licensee and persons authorised by the Licensee without the need for prior notice and with or without materials, plant and other apparatus and vehicles entering the Land for the purpose of using the Premises and exercising its rights under the Licence at all times of the day and night during the Term.
- (b) The Licensor consents to the Licensee and persons authorised by the Licensee without the need for prior notice using services provided on the Land which are freely made available for use by the public.
- (c) Except while the Licensee is installing the Equipment, the Licensor agrees that the Licensor will provide waste collection on the Land at no additional cost to the Licensee. Nothing in this Licence requires the Licensor to provide waste collection services beyond what the Licensor would ordinarily be providing in connection with the Land, which the Licensee acknowledges may change during the Term.

## 8. Insurance, indemnities and relicense.

### 8.1 Obligation to insure.

The Licensee will obtain and hold in place for the Term a public liability insurance policy in order to cover any loss or damage which is commonly covered by public liability insurance in respect of the Premises in the sum of not less than AUD \$20 million. The Licensee will provide the Licensor with a certificate of currency of the public liability insurance within a reasonable period following a written request (provided that such request is not made more than once annually).

### 8.2 Licensees relicense and indemnity.

- (a) The Licensee occupies and uses the Premises and Licensed Areas at its own risk.
- (b) The Licensee relicenses the Licensor from liability the Licensor may have to the Licensee arising out of any actions, claims, and demands for compensation in respect of any property damage, death or injury occurring in the Premises or on the Licensed Areas caused by the Licensee in the course of performing the Permitted Use or other activities authorised by the Licence during the Term.
- (c) The Licensee indemnifies the Licensor for the Licensor's liability arising out of any actions, claims, and demands which the Licensor suffers or incurs in respect of injury or death to persons or damage to property caused by the Licensee's negligence, omission, default or wilful act in the course of performing the Permitted Use or other activities authorised by the Licence during the Term.

### 8.3 Negligence or default of Licensor

The relicenses and indemnities in clause 8.2 do not apply to any act, matter, thing or consequence to the extent it arises out of the negligence or default under this Licence of the Licensor.

## 9. Installation and maintenance

### 9.1 Repair and maintenance

The Licensee must maintain the Equipment and the Premises in good repair, order and condition during the Term, fair wear and tear excepted.

### 9.2 Construction and alterations

- (a) Subject to clause 9.2(b), the Licensee may at the Licensee's option and expense after complying with the requirements of all relevant Statutes and any Government Agency to the extent required by law install, erect, construct, dismantle, store, operate, repair, maintain, alter and renew on the Premises and Equipment for the Permitted Use (provided however that the Licensee must obtain the Licensor's written approval to any change in the positioning of the Equipment).



- (b) Before carrying out the initial installation and construction (**Initial Works**) of the Equipment at the Premises and/or Licensed Areas, the Licensee must obtain the Licensor's written approval of the Initial Works (which cannot be unreasonably withheld or delayed) including in respect of the positioning of the Equipment. The Licensee must submit all relevant plans, drawings and specifications for the Initial Works to the Licensor for approval and must carry out the Initial Works in accordance with those plans, drawings and specifications.
- (c) The Licensee must ensure that any works that it or its contractors undertake at the Premises or Licensed Areas are carried out in accordance with all relevant Statutes and requirements of Government Agencies, and with all certificates, permits and consents.

## 10. Electricity supply

- (a) For the purpose of carrying out the Licensee's use of the Premises the Licensee may at the Licensee's cost:
  - (i) connect the Premises to an electricity supply (including making provisions for emergency backup power) suitable for the Permitted Use and install on the Land (in a location to be approved by the Licensor) any necessary or desirable electrical equipment and/or earthing apparatus as is necessary for the safe continuous use of the Licensee's Equipment on the Premises and Licensed Areas.
- (b) Where the Licensee connects the Premises to an electricity supply or maintains or upgrades an electricity connection, then:
  - (i) any other person who wishes to utilise the electricity connection must contribute to the cost of connection, upgrading and maintenance as apportioned by the Licensee; and
  - (ii) the Licensor must not grant or allow to be granted to any third party an interest or right to use the connection until that party first reaches an agreement with the Licensee as to the terms and amount of the contribution.

## 11. Termination

### 11.1 Events of termination

If:

- (a) the Premises are damaged or destroyed or if there is interruption to access to the Premises so as to render the Premises or any part of the Premises wholly or substantially unfit for the occupation or use of the Licensee or inaccessible by any means of access.
- (b) the Licensee commits a breach of this licence and has not remedied that breach within a reasonable period of receiving written notice from the Licensor having regard to the nature of the breach.
- (c) the Licensee is a corporation, and an order is made, or a resolution is passed to wind it up (except for reconstruction or amalgamation), it goes into liquidation, it is placed under official management, or it has a receiver, or an administrator appointed.
- (d) any application to a Government Agency for a required consent or permit for the installation and use of the Premises for the Permitted Use is granted to the Licensee with conditions unacceptable to it in its absolute and unfettered discretion or is finally rejected or is cancelled, lapses or is otherwise terminated and no further or replacement consent or permit can reasonably be obtained; or
- (e) the Licensor commits a breach of this licence and has not remedied that breach within a reasonable period of notice from the Licensee having regard to the nature of the breach,

then the Licence may be terminated immediately by notice, by the Licensee in the case of subclauses (a) (d), or (e) and by the Licensor in the case of subclause (b) or (c).

## **11.2 Effect on rights or liabilities**

Termination of the Licence does not affect the rights or liabilities of the parties in relation to any cause of action accruing prior to termination.

## **11.3 Licensee to yield up.**

Subject to clause 11.4, the Licensee must at the expiration or sooner termination of the Term yield up the Premises in good repair and clean condition fair wear and tear excepted having regard to their condition at the Commencement Date and the provisions of this licence.

## **11.4 Removal of Licensee's fixtures and chattels**

(a) The Licensee must:

- (i) within 6 months of the Expiry Date (unless there is in place after the Licence a further licence between the Licensor and the Licensee).
- (ii) within a reasonable period of earlier termination of the Licence; or
- (iii) by such other date as the Licensor and the Licensee agree in writing,

remove from the Premises the Licensee's Equipment and all above ground and below ground (if required by the Licensor) fixtures, fittings, plant, machinery, cables and other equipment brought by it onto the Premises or the Land and remove, cap, decommission and render inoperative all cabling, wiring, piping, earthing straps and conduits installed by the Licensee under clause 6.4.

(b) The Licensee must restore the surface of the Land, and below the surface of the Land (if required by the Licensor), to the state immediately prior to the removal, fair wear and tear excepted.

(c) The Licensee must remove all underground cabling, wiring, piping, earthing straps and conduits installed by the Licensee under clause 6.4.

## **12. Notices**

### **12.1 Method of service**

Any notice to be given under the Licence by one of the parties to the other must be in writing and is given for all purposes by delivery in person, by pre-paid post or by email addressed to the receiving party at the address set out in the notice details in the Information table.

### **12.2 Time of service**

Any notice given in accordance with the Licence will be deemed to have been duly served in the case of posting, at the expiration of five Business Days after the date of posting and in the case of an email transmission, on the first Business Day after the date of transmission (providing the sending party receives an email delivery receipt indicating that the notice has been transmitted).

### **12.3 Change of address**

A party may at any time change its postal address or email address by giving notice to the other party.

## **13. Assignment and subletting**

### **13.1 Licensee not to assign.**

The Licensee must not assign the Licence except under clause 13.2 or with the prior written consent of the Licensor under clause 13.3.

### **13.2 Assignment to a Related Body Corporate**

The Licensee may from time to time without the consent of the Licensor assign the Licence (without any variations) to a Related Body Corporate of the Licensee or to a third party, where that third party is being assigned a majority of the Licensee's licences in its portfolio. The Licensee must give the Licensor notice of any such assignment as soon as possible after the date of assignment.

### **13.3 Assignment**

Subject to clause 13.2 the Licensee may assign the Licence with the prior written consent of the Licensor such consent not to be unreasonably withheld or delayed.

### **13.4 Subletting**

The Licensee may sublet, licence, part with or share its right to possession of the Premises with prior written consent of the Licensor, such consent not to be unreasonably withheld or delayed.

## **14. Licensor's covenants**

### **14.1 Quiet enjoyment**

Subject to the Licensee complying with the terms of this licence, the Licensor covenants that the Licensee may peaceably hold and enjoy the Premises during the Term without any interruption by the Licensor or any person rightfully claiming through the Licensor.

### **14.2 Restriction on Licensor's use of the Land**

The Licensor must not itself knowingly, nor will it knowingly permit any third party to:

- (a) do anything on the Land which is likely to cause physical or electrical interference which obstructs, interrupts or impedes the use or operation of the Licensee's Equipment.
- (b) park nonelectric charging vehicles in any parking spaces licensed to the Licensee; and
- (c) undertake works or installation activities within a 5-metre radius of the Premises (other than regular maintenance activities),

and in the event of the Licensee notifying the Licensor of any breach of this clause, the Licensor must remove such interference to the extent it is within its power to do so.

### **14.3 No concurrent or superior licence or other dealing**

The Licensor must not:

- (a) grant any licence concurrent or superior to the Licence.
- (b) grant any easement over the Premises; or
- (c) enter into any other dealing over the Premises,

without the Licensee's prior written consent, which consent the Licensee may only withhold acting reasonably.

### **14.4 Deed poll**

If the Licensor sells the Land the Licensor must ensure that the purchaser enters into a deed poll agreeing to comply with the provisions of the Licence in favour of the Licensee irrespective of whether or not they touch and concern the Land.

### **14.5 Not used**

## **15. Retail Licences Act**

- (a) If the *Retail Licences Act 2003* (Vic) applies to this licence:

- (i) the Licensee acknowledges that the Licensor has delivered to the Licensee a copy of this Licence and the disclosure statement as and in the form required by the *Retail Licences Act 2003*.
- (ii) the Licensee warrants that it has made enquiries and is satisfied by the matters disclosed in the relevant disclosure statement; and
- (iii) to the extent any provision of this Licence is inconsistent with the *Retail Licences Act 2003*, the provision shall be read as subject to the *Retail Licences Act 2003*.

## 16. Miscellaneous

### 16.1 Costs

- (a) The Licensee must:
  - (i) pay all stamp duty (including penalties and fines other than penalties and fines due to the default of the Licensor) on the Licence.
  - (ii) pay the Licensor's reasonable mortgagee's consent fees for consenting to the Licence (and any subsequent licence completed at the same time as the Licence).
  - (iii) following execution of the Licence by both parties, pay the Licensor's reasonable legal costs of negotiation, preparation and completion of the Licence to a maximum of \$1,500 for the Licence (plus GST).
  - (iv) pay the Licensor's reasonable costs in connection with any assignment or subletting of this licence, or proposed assignment or subletting of this licence (whether or not the assignment or subletting occurs), in accordance with clause 13; and
  - (v) pay the Licensor's reasonable costs in connection with any breach of this licence by the Licensee.

### 16.2 Governing law

The Licence is governed by the laws of the State and the Commonwealth of Australia, and the Licensor and the Licensee submit to the non-exclusive jurisdiction of the Courts of the State.

### 16.3 No Fettering

This Licence does not fetter or restrict any of the Landlord's powers or discretions that it has under any Statute, or any of the Landlord's decision-making powers as a municipal council or responsible Authority, including, but not limited to, such decision-making power under the Local Government Act 2020 (Vic), the Planning and Environment Act 1987 (Vic), the Road Management Act 2004 (Vic) or any other Statute.

### 16.4 Electronic Execution

- (a) This clause applies if this Licence has been executed, witnessed and/or exchanged by using electronic means, including an electronic execution service (EES) and/or witnessing over audio visual link.
- (b) By signing this Licence, the party's consent to this Licence being executed, witnessed and exchanged by way of electronic means.
- (c) Each party and any witness may execute the Licence in physical paper format or electronically or a combination of both. This Licence may be exchanged electronically or in physical paper format or a combination of both. In each case this Licence will be legally binding upon the parties.
- (d) If using an EES, the parties:
  - (i) must comply and must ensure that its authorised representatives comply with all processes and instructions concerning the use of the EES to execute and to give effect to this Licence.

- (ii) must refrain from engaging in any conduct which may place any party in breach of their obligations under any agreement with the provider of the EES for the provision of the EES; and
  - (iii) acknowledge and agree that the date, time and location of the electronic execution by or on behalf of the parties may be recorded by the provider of the EES and may be used by the parties in establishing when and where this Licence was executed by or on behalf of other parties.
- (e) Each party must do all things necessary and must ensure that party's employees and agents do all things necessary in order to give effect to this Licence, including signing and delivering to other parties electronic or hard copies of this Licence.

## **16.5 Confidentiality**

- (a) A party must not disclose or allow to be disclosed the terms of this Licence to any third party except:
- (i) with the written consent of the other party; or
  - (ii) if required by applicable law.
- (b) A party may disclose anything in respect of this Licence to its officers, employees and professional advisers and its Related Body Corporate but it must use its best endeavours to ensure all matters disclosed are kept confidential.

# Signing page

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EXECUTED as a deed.

## Licensor's Execution

**SIGNED** by **Kirsten Alexander** Chief Executive Officer as the delegate of **Mansfield Shire Council** in the presence of:

Signature of witness

\_\_\_\_\_

Name of Witness

\_\_\_\_\_

Date

Signature of signatory

\_\_\_\_\_ **Kirsten Alexander** \_\_\_\_\_

Name of Signatory

\_\_\_\_\_

Date

## Licensee's Execution

EXECUTED by **H & A Traders Pty Ltd** in accordance with s127 of the *Corporations Act 2001* (Cth):

\_\_\_\_\_

Signature of Authorised Person

Name of Authorised Person

\_\_\_\_\_ **Director** \_\_\_\_\_

Office Held

Signature of Authorised Person

\_\_\_\_\_

Name of Authorised Person

\_\_\_\_\_ **Director** \_\_\_\_\_

Office Held

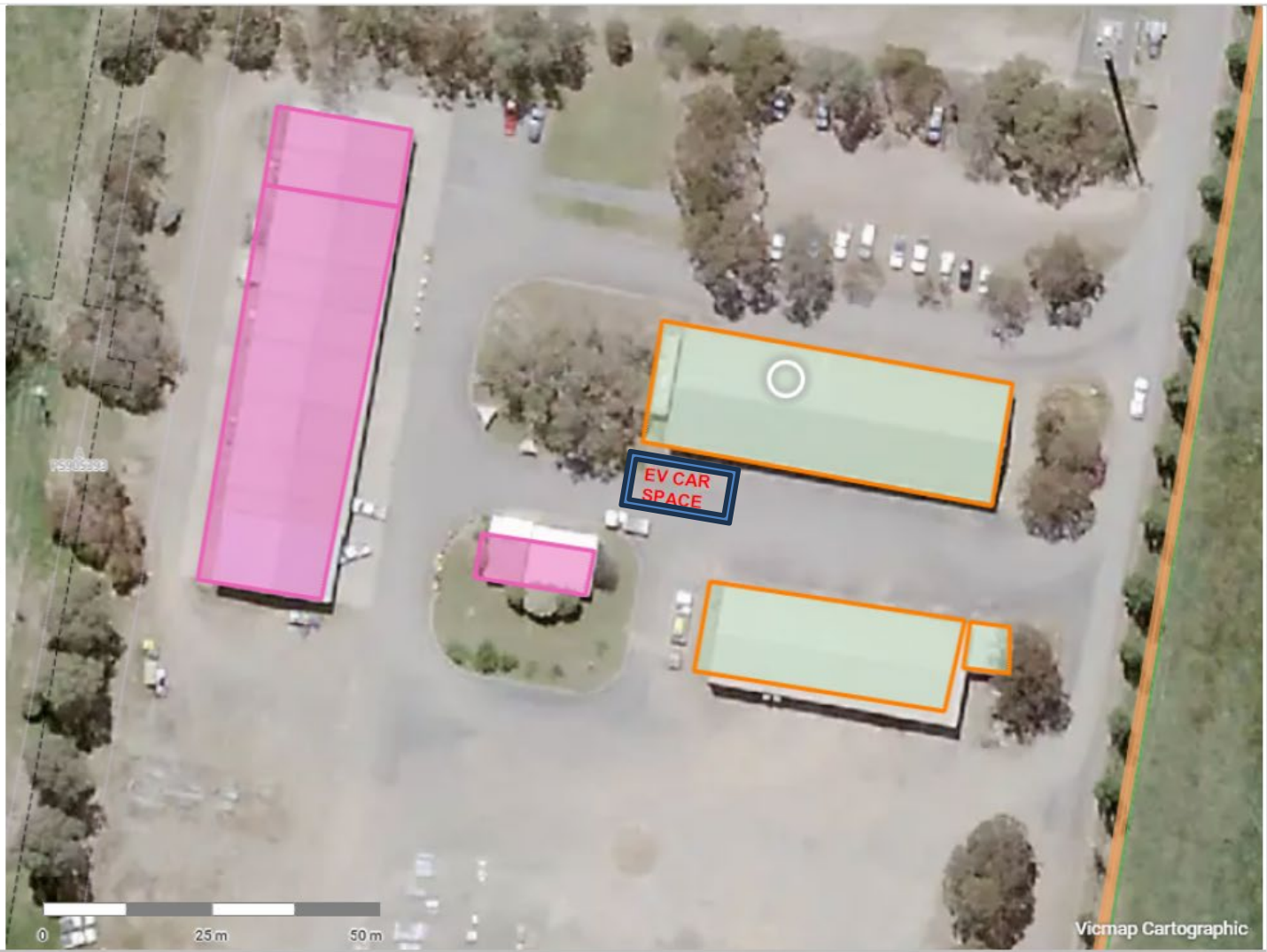
# Annexure A

Plan referred to in Item 1

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Annexure to Licence of premises known as part of the 141  
Lakins Road car park located at Shed 1, Mansfield VIC 3722

- WHAT'S HERE
- BUILDINGS AND FACILITIES
  - Shire Depot - Plant and Signs - Large shed
- PROPERTY POLYGONS
  - 428347567
  - 453470357
  - 45387359
- PROPERTY
  - 141 LAKINS ROAD MANSFIELD
  - 177 LAKINS ROAD MANSFIELD
- LAND PARCEL
  - A\PS905393
- PLANNING OVERLAY
  - DEVELOPMENT PLAN OVERLAY - SCHEDULE 6
- PLANNING ZONE
  - INDUSTRIAL 1 ZONE



Mansfield Shire Council

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1 : 822 at A4



