

Airport Café, Airport Terminal, East Kimberley Regional Airport, Western Australia

Shire of Wyndham East Kimberley ABN 35 647 145 756 (Lessor)

Timothy Shamus McClintock ABN 95 861 562 686 (Lessee)

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## **Date**

## **Parties**

Shire of Wyndham East Kimberley ABN 35 647 145 756 (Licensor)

Timothy Shamus McClintock ABN 95 861 562 686 (Licensee)

## 1. Information table, defined terms and interpretation

## 1.1 Information table

Licensor		
Name	Chira of Wundham Fact Kimharlay ADN 35 647 145 756	
	Shire of Wyndham East Kimberley ABN 35 647 145 756	
Address	PO Box 614, Kununurra, Western Australia 6743	
Email	mail@swek.wa.gov.au	
Licensee		
Name	Timothy Shamus McClintock ABN 95 861 562 686	
Address	10 Gardenia Drive, Kununurra, Western Australia 6743	
Email		
Guarantor	Not applicable	
<b>Associated Premises</b>	The part of the Land shown for identification purposes	
(clause 1.2)	hatched on the Plan <b>attached</b> at <b>Attachment 1</b> of the Associated Lease, having an area of approximately 177 m <sup>2</sup> , including fixtures and fittings belonging to the Lessor and all additions or modifications and replacements from time to time.	
Associated Lease	The Lease entered into on or about December 2021 between	
(clause 1.2)	the Licensor as landlord and the Licensee as tenant in respect of the Associated Premises.	
Spaces	4	
(clause 1.2)		
<b>Commencement Date</b>	1 November 2022	
(clause 1.2)		
Licence fee	\$1,200.00 per car space per annum (plus GST).	
(clause 1.2)		

### 1.2 **Defined terms**

In this licence:

Associated Lease means the lease specified in the Information table.

Associated Premises means the premises specified in the Information table.

**Building** means the building in which the Associated Premises are located and all other improvements (including the Services but excluding tenant's fixtures) on the Land.

## **Business Day** means:

- (a) if determining when a notice, consent or other communication is given, a day that is not a Saturday, Sunday or public holiday in the place to which the notice, consent or other communication is sent; and
- (b) for any other purpose, a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Western Australia.

**Car Park** means the area on the Land designated by the Licensor for parking vehicles on the Plan attached at Attachment 1 of this Licence.

**Car Park Operator** means a person appointed by the Licensor under clause 13 to manage the Car Park from time to time and, where the context permits, the Car Park Operator's employees, agents and contractors.

**Claims** means all liability, loss, damages, penalties, payments, costs, charges and expenses (including legal costs and disbursements on a full indemnity basis).

Commencement Date means the commencement date specified in the Information table.

**Information table** means the Information table in clause 1.1.

**Land** means the land on which the Associated Premises are located together with any adjoining or proximate parcels of land which the Licensor uses for the purposes of the Car Park or in conjunction with the operation of the Building.

Licence Fee means the amount specified in the Information table as varied under clause 2.2.

**Licensee** means the party specified as Licensee in the Information table and, where the context permits, each of the Licensee's employees, officers, agents, contractors, consultants and invitees.

**Licensor** means the party specified as Licensor in the Information table and, where the context permits, includes the Licensor's employees and any other persons the Licensor authorises.

**Motor Vehicle** means a registered motor vehicle (which includes a registered motorbike) the details of which (such as make and registration number) have been notified to the Licensor, and which vehicle is used by the Licensee in connection with the Permitted Use under the Associated Lease.

**Payment Date** means the Commencement Date and the first day of each subsequent calendar month.

**Spaces** means the parking spaces outlined in red on the Plan attached at Attachment 1 of this Licence subject to clause 2.6.

**Term** means the period of twelve (12) months from the Commencement Date.

## 1.3 Interpretation

- (a) Unless the contrary intention appears, a reference in this licence to:
  - (1) this licence or another document includes any variation or replacement of it despite any change in the identity of the parties.
  - (2) one gender includes the others;
  - (3) the singular includes the plural and the plural includes the singular;
  - (4) a person, partnership, corporation, trust, association, joint venture, unincorporated body, Government Body or other entity includes any other of them;
  - (5) the information table, a recital, clause, subclause, paragraph, schedule or attachment is to the information table, a recital, clause, subclause, paragraph of, or schedule or attachment to, this licence and a reference to this licence includes any schedule or attachment;
  - (6) a party includes each person comprising the party, each personal representative, executor, administrator, successor and substitute (including a person who becomes a party by novation), and each officer, employee, agent, contractor and permitted transferee of the party;
  - (7) any Law includes any regulation, instrument or other Requirement under it and any consolidation, amendment, re-enactment or replacement of it;
  - (8) money is to Australian dollars, unless otherwise stated;
  - (9) a time is a reference to time in Western Australia unless otherwise specified;
  - (10) a month or year means a calendar month or year;
  - (11) a thing includes the whole and any one or more parts of it;
  - (12) writing includes printing, typing, electronic mail and facsimile;
  - (13) any Government Body, tribunal, association, institute or other body includes any entity that may, in the reasonable opinion of the Licensor, be constituted instead of or in succession to it; and
  - (14) the President of a body includes any acting President or other principal officer of the body, or that person's delegate.
- (b) The words include, including, such as, for example and similar expressions are not to be construed as words of limitation.
- (c) Each covenant in this licence by two or more persons as a party is made jointly by all and separately by each.
- (d) Any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally.
- (e) A provision of this licence must not be construed to the disadvantage of a party merely because that party or its advisers were responsible for the preparation of it or the inclusion of the provision in it.

### 1.4 Headings

Headings are for ease of reference only and do not affect interpretation.

#### 1.5 Words defined in Associated Lease

Words with capitals in this licence not defined in this licence shall have the same meaning as in the Associated Lease.

## 2. Licence for Spaces

## 2.1 Licensee's rights

- (a) The Licensee may throughout the Term use the Spaces for the purpose of parking Motor Vehicles, subject to any conditions the Licensor may impose from time to time.
- (b) The Licensee uses the Car Park as licensee only and does not have the right to exclusive possession of the Spaces or any proprietary interest in the Spaces.

#### 2.2 Licence Fee

- (a) The Licensee must pay to the Licensor the Licence Fee as consideration for the Licensee's licence to use the Spaces, monthly in advance on the same days and in the same manner as the Rent under the Associated Lease.
- (b) When the Rent under the Associated Lease is reviewed, the Licence Fee will be increased at the same time and by the same proportion.

## 2.3 Licensee's obligations generally

- (a) The Licensee must:
  - (1) park only one Motor Vehicle in each Space;
  - (2) park Motor Vehicles only in the Spaces, and not anywhere else in the Car Park;
  - (3) not park or leave a Motor Vehicle unattended in a position other than is designated by the Licensor;
  - (4) not leave any Motor Vehicle in a Space for longer than seven consecutive days without obtaining the prior consent of the Licensor;
  - (5) not use the Spaces for storage;
  - (6) keep the Spaces clean and tidy and free from litter;
  - (7) remove any stains in the Spaces caused by oil spills or leaks and otherwise;
  - (8) not litter the Car Park;
  - (9) not make any alterations or additions to the Spaces or the Car Park;
  - (10) in addition to the Licence Fee, pay to the Licensor on demand immediately following notice from the Licensor:

- (A) the amount, referrable to the Spaces, which the Licensor is required to pay pursuant to any statute or regulation which imposes any fee, levy or charge on the parking of motor vehicles (**Levy Legislation**); and
- (B) if the amount payable by the Licensor under the Levy Legislation referrable to the Spaces is increased, the increased amount;
- (11) comply with the Licensor's reasonable rules, requirements and directions in relation to the Car Park and the Spaces, including:
  - (A) the dimensions and weight of vehicles using the Car Park;
  - (B) traffic flow within the Car Park and the way Motor Vehicles are driven in the Car Park;
  - (C) the way Motor Vehicles must be parked in the Car Park; and
  - (D) the care, cleanliness, use, operation, management, safety and security of the Car Park;
- (12) not cause any damage to the Car Park or the Spaces;
- (13) not cause undue noise in the Car Park;
- (14) not bring or leave in the Car Park any offensive, dangerous, hazardous or noxious substance or thing which may become a danger, nuisance, annoyance or inconvenience to the Licensor or other users of the Car Park (which includes Motor Vehicles in an unsound mechanical condition or which drip oil or other fluid); and
- (15) not clean, service, grease, oil or repair Motor Vehicles in the Car Park.
- (b) Without limiting clause 2.3(a), the Licensee must:
  - (1) keep and maintain the Spaces in good and efficient working order, repair and at least as good condition as the Spaces were in as at the earlier of the Commencement Date or the date the Licensee first used the Spaces;
  - (2) comply with all laws in respect of the use of the Spaces; and
  - (3) maintain insurance for the Spaces,

in the same manner and to the same extent as provided in the Associated Lease as if the Spaces were part of the Associated Premises.

#### 2.4 Breach

If the Licensee breaches this licence, the provisions of the Associated Lease relating to breach/default apply.

#### 2.5 **Dealings**

- (a) Subject to clause 2.5(b), the licence granted to the Licensee under this licence is personal to the Licensee, and the Licensee may not assign or novate its interest in this licence, or sublicense or part with possession of any of the Spaces.
- (b) If the Licensee assigns the Associated Lease with the Licensor's consent under the terms of the Associated Lease:

- (1) the Licensee must also assign (and will be taken to have assigned) the Licensee's rights under this licence; and
- (2) the Licensor must consent (and will be taken to have consented) to the assignment of the Licensee's rights under this licence.

## 2.6 Alternate or additional Spaces

- (a) The Licensor may by notice to the Licensee nominate alternate spaces within the Car Park which are to be licensed to the Licensee and the date from which the Licensee must start using that area and cease using the area previously used.
- (b) If the Licensor gives a notice under clause 2.6(a), the Licensee must vacate the spaces used by the Licensee in accordance with this licence and relocate to the alternate spaces nominated by the Licensor on the date nominated by the Licensor.
- (c) The Licensee acknowledges and agrees that any request for additional Spaces is subject to availability. Any additional Spaces granted to the Licensee will be subject to the same Licence Fee payable immediately before the grant as varied and renewed pursuant to this licence and otherwise on the same terms and conditions of this Licence.

## 2.7 Exclusion of specified persons

The Licensor may exclude or require the Licensee to exclude from the Car Park any person that the Licensor believes has regularly breached any provisions of this licence.

## 3. Licensor's rights

## 3.1 Reservations

The Licensor may:

- (a) access the Spaces at any time;
- (b) carry out repairs, maintenance or works to the Spaces, the Car Park or the Building and may access the Spaces for that purpose; and
- (c) install and maintain in the Spaces:
  - (1) pipes, cables, wires, conduits and other means of conveyance of water, sewerage, gas, electricity, telephone, communications and other services; and
  - (2) lighting and signs for the operation of the Common Areas of the Building,

provided these do not unreasonably interfere with the Licensee's use of the Spaces.

### 3.2 Removal of Motor Vehicles

If the Licensee:

- (a) parks a Motor Vehicle in spaces other than the Spaces; or
- (b) parks any Motor Vehicle so that (in the sole discretion of the Licensor) the entrances or exits to the Car Park are wholly or partially blocked; or
- (c) parks a vehicle in the Car Park which is not a Motor Vehicle,

then the Licensor has the right to remove the Motor Vehicle and store it at the Licensee's expense.

#### 3.3 No compensation

The Licensor may, and the Licensee cannot object or claim compensation if the Licensor:

- (a) makes rules in relation to the Car Park (such as concerning the care, cleanliness, management, safety, use and security of the Car Park);
- (b) relocates the Car Park within the Building;
- (c) charges fees for parking elsewhere within the Building;
- (d) installs boom gates, fencing or any other security/control measure in respect of parking facilities elsewhere within the Building; or
- (e) makes, cancels or alters any allocation of Spaces to the Licensee or to any other party having parking rights within the Building.

### 4. Costs

## 4.1 Costs payable by Licensee

The Licensee must pay on demand to the Licensor:

- (a) the Licensor's costs of providing signage to the Spaces identifying the space number, registration of the Motor Vehicle allocated to it and the identity of the Licensee as the case may be;
- (b) the Licensor's legal and other costs (on a full indemnity basis) in connection with any transaction arising out of this licence (for example, assignment);
- (c) duty (if any) on this licence;
- (d) the cost of obtaining the consent of the Licensor's mortgagee (if any) to this licence;
- (e) the Licensor's legal and other costs (on a full indemnity basis) arising from the Licensee's breach of this licence (for example: preparing a notice of breach, remedying a breach); and
- (f) the Licensor's reasonable costs of:
  - considering, approving and supervising anything requiring the Licensor's consent or approval (such as alterations to the Spaces);
  - (2) considering, giving or withholding consents or approval to the Licensee's proposals (such as to assign or to sublet); and
  - requesting and obtaining any approval or consent required by Law in respect of the Licensee or the Spaces.

The Licensee acknowledges that the costs and expenses referred to in this clause 4.1 may be incurred by the Licensor in respect of services provided by employees, contractors or related bodies corporate of the Licensor.

#### 4.2 Costs of this licence

The Licensor and the Licensee must each pay their own legal and other costs arising from this licence including the preparation, negotiation and execution of this licence.

## 5. Payment conditions

#### 5.1 **Payments**

Except to the extent that this licence provides to the contrary, the Licensee must pay amounts payable by it under this licence:

- (a) without demand;
- (b) by direct debit (unless otherwise directed by the Licensor);
- (c) in the case of periodic payments, by the relevant Payment Date;
- (d) without set-off, counterclaim or deduction; and
- (e) to the Licensor or as the Licensor directs.

#### 5.2 Interest

If the Licensee does not pay any money payable to the Licensor under this licence within seven days of the due date, the Licensee must pay interest to the Licensor on the outstanding amount at a rate equal to 1.25% per calendar month compounding monthly which interest:

- (a) will be recoverable as if it were Rent in arrears under the Associated Lease;
- (b) accrues daily from the due date for payment of the relevant amount until the date of payment; and
- (c) is capitalised on the last day of each month if not paid.

### 6. GST

### 6.1 Interpretation

In this licence:

- (a) words or expressions used in this clause 6 which are defined in the *A New Tax System* (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this clause; and
- (b) a reference to payment being made or received includes a reference to consideration other than money being given or received.

### 6.2 Supplier's obligations

Despite any other provision in this licence, if a party (**Supplier**) makes a supply under or in connection with this licence on which GST is payable (not being a supply the consideration for which is specifically described in this licence as GST inclusive):

(a) the consideration payable or to be provided for that supply under this licence but for the application of this clause (**GST exclusive consideration**) is increased by, and the

recipient of the supply (**Recipient**) must also pay to the Supplier, an amount equal to the GST exclusive consideration multiplied by the prevailing rate of GST (**GST Amount**); and

(b) subject to clause 6.4, the GST Amount must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.

#### 6.3 Net down

When calculating the amount of:

- (a) any reimbursement from the Licensee to the Licensor; and
- (b) the indemnification by the Licensee of the Licensor of an expense, loss or liability incurred by the Licensor,

the Licensor must exclude the GST paid or payable on the supply giving rise to the amount to the extent it is entitled to an input tax credit for that GST paid or payable, and then increase it in accordance with clause 6.2.

#### 6.4 Tax invoice

The Supplier must give the Recipient a tax invoice in respect of a taxable supply made under or in connection with this licence.

#### 7. Insurance

The Licensee must make sure that any insurance policy the Licensee must take out under the Associated Lease includes an extension to cover any liability of the Licensee concerning the Car Park and the Spaces.

#### 8. Termination

#### 8.1 Notice

The Licensor may terminate this licence if the Licensee does not comply with any of the obligations of the Licensee under this licence or the Associated Lease, and does not remedy that failure within a reasonable time after the Licensor gives the Licensee a notice to do so.

#### 8.2 Associated Lease terminates

If the Associated Lease expires or terminates, this licence terminates at the same time.

### 9. When this licence ends

#### 9.1 Vacate

When this licence ends the Licensee must:

(a) remove all Motor Vehicles from the Spaces, make good any stains in the Spaces caused by oil spills or leaks or otherwise and give the Spaces back to the Licensor in the same condition that the Spaces were in when the Licensee first used the Spaces or in such other condition as the Licensor reasonably requires;

- (b) give the Licensor all keys, access cards and other security devices for the Building and the Car Park which have been issued to the Licensee; and
- remove from the Spaces, the Car Park and the Building all the Licensee's property and any items in the Spaces which do not belong to the Licensor and make good to the Licensor's satisfaction (acting reasonably) any damage caused by that removal.

#### 9.2 Failure to vacate

If the Licensee does not comply on time with clause 9.1, the Licensor may:

- (a) carry out, at the Licensee's expense, any work necessary to:
  - (1) restore the Spaces to good and efficient working order, repair and condition and at least as good condition as the Spaces were in as at the earlier of the Commencement Date or the date the Licensee first used the Spaces; and
  - (2) make good to the Licensor's satisfaction (acting reasonably) any damage to the Building caused by the removal of any property referred to in clause 9.1(c);
- (b) remove any property of the Licensee remaining in the Spaces, the Car Park or the Building and store it at the Licensee's expense;
- (c) if after ten Business Days of being asked to do so the Licensee does not collect any property of the Licensee that is removed and stored and pay the cost of storage, by notice to the Licensee treat that property as abandoned and deal with them as the Licensor sees fit at the Licensee's expense; and
- (d) require the Licensee to pay a daily occupancy fee equal to the Licence Fee (prorated to a daily rate) payable by the Licensee immediately prior to the date on which the licence ended for each day during the period commencing on the date after this licence ended and ending on the date on which clause 9.1 is complied with and the Licensee has paid the amounts due under this clause 9.2.

### 10. Holding over

## 10.1 Continuing occupation after expiry of Term

If the Licensor has not granted the Licensee a new licence of the Spaces and consents to the Licensee continuing to use the Spaces after the expiry of the Term, then the Licensee uses the Spaces from that date under a monthly licence. The Licensor or the Licensee may end that licence on any day by giving at least one month's notice to the other.

## 10.2 Terms of continuing occupation

Subject to clause 10.1, the monthly licence is on the terms and at the licence fee the Licensor specifies. If the Licensor does not specify the terms or the licence fee, the monthly licence is on the same terms as apply during the Term of this licence (so far as those terms are applicable to a monthly licence) with a monthly licence fee that is the same as the Licence Fee payable in the month ending on the last day of the Term increased by 5%.

## 11. Guarantor's consent

The Guarantor confirms that the Guarantor's obligations to the Licensor as set out in the Associated Lease extend to the Licensee's obligations under this licence.

#### 12. Indemnities and releases

#### 12.1 Licensee's risk

- (a) The Licensee occupies the Spaces and enters and uses the Land, the Building, the Complex and the Car Park at its own risk.
- (b) Without limiting clause 12.1(a), the Licensee agrees that the Licensor:
  - (1) is not responsible for any loss or damage to or theft of the Licensee's vehicles (including parts, equipment or contents of the Licensee's vehicles), except to the extent it is caused or contributed by the negligent act or omission of the Licensor or its officers or employees;
  - (2) except where this licence provides to the contrary, the Licensor will not accept or take possession of any Licensee's vehicles;
  - (3) will not take any responsibility for the safe custody of any vehicles or of property in any vehicles; and
  - is under no duty to check the identity, authority or good faith of any person in the Car Park or removing any Motor Vehicles from the Car Park.

#### 12.2 Indemnity

The Licensee is liable for and indemnifies the Licensor against all Claims directly or indirectly arising from or incurred in connection with:

- (a) any breach of the Licensee's obligations under this licence;
- (b) damage or loss of property, injury or death to any person, or the interruption of any Services caused or contributed to by the act, omission, negligence or default of the Licensee:
- (c) the overflow, leakage or escape of water, fire, gas, electricity or any other substance in or from the Spaces;
- (d) the Licensee's failure to notify the Licensor of any defect in the Car Park or the Licensor's property of which the Licensee is aware or ought to be aware; and
- (e) the use of the Car Park or the Land by the Licensee.

This indemnity does not apply to any damage to or loss of any property or injury to or the death of any person or the interruption of any Service occurring in the Car Park to the extent the damage, loss, injury, death or interruption is caused or contributed to by the negligent act or omission of the Licensor or its officers or employees.

#### 12.3 Release

The Licensee releases the Licensor from any liability for Claims directly or indirectly arising from or incurred in connection with:

- any damage to or loss of any property or injury to or the death of any person or the interruption of any Service except to the extent it is caused or contributed to by the negligent act or omission of the Licensor or its officers or employees;
- (b) a Service or any part of the Licensor's property not being available or not working properly; and

(c) the use of the Spaces and the Car Park by the Licensee.

### 12.4 No merger

The indemnity in this clause 12 is independent from the Licensee's other obligations under this licence and does not come to an end when this licence expires or is terminated. It is not necessary for the Licensor to incur expense or make a payment before enforcing this indemnity.

## 13. Appointment of Car Park operator

At any time during the Term the Licensor may appoint a car park operator whereupon the Licensee must continue to observe the terms of this licence as if the car park operator was the Licensor.

#### 14. Notices

The notices clause of the Associated Lease applies to any notice, consent or approval required by this licence. The parties acknowledge and agree that the addresses for service of notices on the parties are the addresses as specified in this licence.

### 15. General

#### 15.1 No caveat

The Licensee must not lodge a caveat on any title to the Land, or allow a caveat to be lodged by a person claiming through the Licensee.

### 15.2 Governing law and jurisdiction

This licence is governed by the laws of Western Australia and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and all courts of appeal from those courts.

## 15.3 Individual and joint liability

If two or more people are named as Licensee or Guarantor, each person named is liable for their obligations individually and together with each other person named as that party.

## 15.4 Entire agreement

This licence and the Lease Documents constitute the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

#### 15.5 **Alterations**

This licence may be altered only in writing signed by each party.

#### 15.6 Severability

A term or part of a term of this licence that is illegal or unenforceable may be severed from this licence and the remaining terms or parts of the term of this licence continue in force.

### 15.7 Approvals and consents

Except where this licence expressly states otherwise, a party may withhold or give conditionally any approval or consent under this licence.

#### 15.8 No reliance

The Licensee warrants that the Licensee has not been induced to enter into this licence by any promise, representation, warranty or undertaking (verbal or otherwise) made by or on behalf of the Licensor that is not set out in this licence. Alternatively, the Licensee agrees that any such promise, representation, warranty or undertaking, if given, has not been relied upon by the Licensee in entering into this licence and has not in any material way induced the Licensee to enter into this licence. The benefit of any such promise, representation, warranty or undertaking which may have been given is expressly disclaimed by the Licensee.

#### 15.9 Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

#### 15.10 Continuation of covenants

The provisions of this licence continue after the expiry of the licence, unless the contrary intention appears. If the Licensor terminates this licence before the end of the Term, any rights arising before the termination are not affected.

#### 15.11 Benefit of covenants

If the Licensor sells or otherwise transfers its interest in the Land, the Car Park or the Associated Premises to a third party (**New Owner**):

- (a) the Licensor is released from all obligations under this licence and any Associated Lease arising after the Licensee is given notice of the transfer;
- (b) the covenants under this licence of the Licensee and the Guarantor are novated to the New Owner; and
- (c) if required by the Licensor but without affecting the novation under clause 16.11(b), the Licensee and the Guarantor must enter into any agreement required by the Licensor to enable the New Owner to enforce the Licensee's and the Guarantor's obligations under this licence.

#### 15.12 Licensor's certificate

A certificate by the Licensor stating the amount the Licensee or the Guarantor must pay under this licence is conclusive evidence of the amount owing at the date of that certificate, unless the Licensee or the Guarantor proves that there is an error in the certificate.

### 15.13 Mortgagee's consent

If the Licensor seeks to obtain any mortgagee's consent before granting this licence, the Licensee must sign the mortgagee's form of consent when asked to do so. If the mortgagee refuses to give its consent, or the Licensee does not comply with this clause, the Licensor may give a notice to the Licensee terminating this licence. The Licensor is not liable for any loss or damage because of this termination.

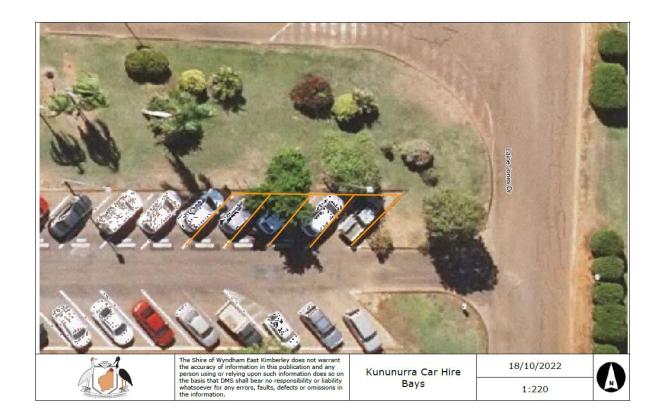
## 15.14 Saturdays, Sundays and public holidays

Anything to be done on a day which is not a Business Day must be done by the next Business Day.

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Signing page				
The <b>Shire of Wyndham East</b> under delegated authority				
	Chief Executive Officer			
Print full name	Print full name			
Signed sealed and delivered by Timothy Shamus McClintock as lessee in the presence of				
Signature of Witness	Timothy Shamus McClintock			
Print full name of Witness				

## Attachment 1 - Plan of Car Park



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