

Irwin Chambers Serviced Offices**LICENCE BY OFFER AND ACCEPTANCE**

To: BR Legal Pty Ltd trading as Birman & Ride (ABN: 79 640 502 307)
3/16 Irwin Street, Perth, Western Australia

I hereby offer to purchase from you a licence to occupy the office described in Schedule A on the following terms:

1. Definitions

In this agreement:

- 1.1 **ancillary services** means the services described in clause 3;
- 1.2 **building** means the building known as Irwin Chambers, 16 Irwin Street, Perth;
- 1.3 **commencement date** means the commencement date stated in Schedule A;
- 1.4 **CPI** means the Consumer Price Index (All Groups) for Perth (or if this is not available, a similar indicator) published from time to time by the Australian Bureau of Statistics;
- 1.5 **expiry date** means the expiry date stated in Schedule A;
- 1.6 **office** means the office or offices inspected by me before making this offer and stated in Schedule A;
- 1.7 **licence fee** means the licence fee stated in Schedule A;
- 1.8 **licensee, me and I** means jointly and severally the person(s) described in Schedule A as the licensee(s);
- 1.9 **licensor, you and your** means BR Legal Pty Ltd trading as Birman & Ride (ABN 79 640 502 307) and its agents and assigns;
- 1.10 **manager** means Michael Leslie Hodgkins or such other person as may be appointed by the licensor;
- 1.11 **term** means the period commencing on the commencement date and expiring on the expiry date.

2. Licence to occupy

Subject to your directions as to the security of the building, you will grant to me a licence to occupy the office for the term.

3. Ancillary services

I will be entitled to:

- 3.1 reasonable access to the shared reception area, kitchen and bathrooms, on the third floor of the building, subject to such rules as may be stipulated the manager for this purpose;
- 3.2 reasonable access to the shared conference room (room #7 on the attached plan) and boardroom, on the third floor of the building, provided I use your booking system;
- 3.3 power and light to the office through the existing outlets provided that I will not install or alter any existing power or light outlet without your prior written approval;

- 3.4 reasonable cleaning of the office;
- 3.5 install at my expense signage in the lobby area of the ground floor of the building and in the reception area consistent with the style of the existing signage;
- 3.6 reasonable use of shared photocopying, printing and scanning facilities;
- 3.7 internet access via a network cable, provided that I comply with TPG's standard terms and conditions of use and acceptable use policies which I can obtain from their website; and
- 3.8 use of your telephone handset to access your telephone system with voicemail access from the handset and unlimited local, national and mobile telephone calls (international calls excluded).

I acknowledge that facsimiles, telephone answering and message-taking are not included in the ancillary services.

4. Liability to pay licence fee and other charges

I will pay:

- 4.1 the licence fee, in advance on or before the first day of each month for the term and the first such payment shall include the licence fee pro rata if the commencement date is a day other than the first day of a month;
- 4.2 the cost, calculated as set out in Schedule B, of any services specified therein that I use, monthly in arrears;
- 4.3 all costs (including your solicitors' costs on an indemnity basis) incurred by you by reason of any breach by me of this agreement; and
- 4.4 all Goods and Services Tax arising from any charge incurred by me hereunder.

5. Licence fee review

If I continue to occupy and hold over the office after the term, the following will apply:

- 5.1 following the expiry date, the licence fee will be increased by an amount at least equal to the increase in CPI from the date of commencement of the term;
- 5.2 the reviewed licence fee will be payable from the expiry date as specified in Schedule A;
- 5.3 the licence fee will be varied annually pursuant to this clause; and
- 5.4 all other terms and conditions remain unchanged.

6. Office use and appearance

I will:

- 6.1 use the office only for providing professional services;
- 6.2 not use the office for any illegal or noxious purpose or create a nuisance;
- 6.3 not deface any walls of the office;
- 6.4 keep all blinds and curtains in the office free hanging;
- 6.5 not smoke or permit smoking in the building;
- 6.6 upon the expiration of the term:
 - 6.6.1 make good the office to its standard at the commencement date fair wear and tear excepted;

6.6.2 remove all cables and other materials installed by me in the building; and

6.6.3 return the telephone handset to you.

6.7 not affix signage or other material to any interior or exterior glass wall or window of the office or to any exterior wall.

7. Loss or damage

7.1 You will not be liable in any way to me or any person claiming under or through me for any loss damage or destruction to any of my contents in the building.

7.2 You will use your best endeavours to supply the ancillary services however you are not liable for any loss arising from any temporary suspension or interruption or delay in the provision of the ancillary services.

8. Termination

You may terminate this agreement if I fail to:

8.1 pay any monies due by me hereunder within 7 days of the due date provided that at the date of termination such monies remain unpaid; or

8.2 remedy a breach of this agreement within 14 days after you give me written notice of such breach provided that any such termination will be without prejudice to your other rights and remedies hereunder.

9. Notices

Any notice served by you on me shall be sufficient notice to me if it is served on only one of the persons described in the Schedule A as the Licensee.

Schedule A

Licensee:	
Commencement date:	Expiry date: 12 months from the commencement date
Licence fee [monthly]: \$ + GST	Office:

Schedule B

	Cost (ex GST)
Photocopying, printing and scanning	\$0.06 per page
International calls	At cost

This offer is made this _____ day of _____ 2023 by (business name and ABN):

The **Common Seal** of _____ was affixed under the authority of its constitution in the presence of:

Signature

Signature

Full name

Full name

Position

Position

This offer is accepted this _____ day of _____ 2023 by BR Legal Pty Ltd (ACN 640 502 307):

Michael Leslie Hodgkins
Director/Secretary

Nigel Jerome Siegwart
Director

