

DATED

DAY OF

2026

DEED OF VARIATION

BETWEEN

LIBRARIES BOARD OF SOUTH AUSTRALIA

AND

THE CORPORATION OF THE CITY OF ADELAIDE



Government
of South Australia

CROWN SOLICITOR
Level 17, 10 Franklin Street
Adelaide SA 5000

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ANNEXURE A Copy of Project Deed

2. VARIATION OF THE PROJECT DEED

2.1 With effect from the Effective Date, the Project Deed is varied as follows:

2.1.1 Clause 3.1. is deleted and replaced with:

3.1 *The parties acknowledge that they will be making the following contributions to the Project:*

3.1.1 *the Board, up to \$258,866 (GST exclusive) (**Board's Financial***

3.1.2 *the Council, up to \$959,882 (GST exclusive) (**Council's Financial Contribution**)*

*(together, **Financial Contributions**)*

3. CONFIRMATION OF THE PROJECT DEED

Subject only to the variations contained in this Deed and such other alterations (if any) as may be necessary to make the Project Deed consistent with this Deed, the Project Deed remains in full force and effect and will be read and construed and be enforceable as if the terms of this Deed were inserted in the Project Deed by way of addition or substitution (as the case may be).

4. COSTS OF THIS DEED

Each party must pay its own costs arising from the preparation, negotiation and execution of this Deed.

5. MISCELLANEOUS

5.1 Disclosure Of Government Contracts

5.1.1 The Board may disclose this Deed in either printed or electronic form and either generally to the public, or to a particular person as a result of a specific request.

5.1.2 Nothing in this clause detracts from:

(a) the Council's obligations under any other provision of this Deed; or

(b) the provisions of the *Freedom of Information Act 1991* (SA).

5.2 Auditor General

Nothing in this Deed derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987* (South Australia).

5.3 Governing Law

5.3.1 This Deed shall be governed by and construed in accordance with the laws applicable in South Australia.

5.3.2 The parties submit to the exclusive jurisdiction of the courts of South Australia in respect of matters arising out of or in connection with this Deed.

5.4 Variation

A variation or modification of this Deed must be in writing and signed by each party.

5.5 Severability

If any provision of this Deed is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Deed and the remainder of the provision in question shall not be affected.

5.6 No Waiver

No waiver by any part of any breach of this Deed by the other party shall be considered as a waiver of any subsequent breach of the same or any other provisions.

5.7 Counterparts

This Deed may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one agreement.

EXECUTED AS A DEED

Executed by the Board

THE COMMON SEAL of)
THE LIBRARIES BOARD OF SOUTH)
AUSTRALIA)
 was hereunto affixed)
 in the presence of:)

.....
 Witness – signature

.....
 Print name

Executed by the Council

THE COMMON SEAL of)
THE CORPORATION OF THE CITY OF)
ADELAIDE)
 was hereunto affixed in accordance with the)
Local Government Act 1999 (SA) in the)
 presence of:)

.....
 Lord Mayor – *signature*

.....
 Chief Executive Officer – *signature*

.....
 Print name

.....
 Print name

ANNEXURE A

Copy of Project Deed

OFFICIAL

DATED 6th DAY OF August 2026

VISITOR INFORMATION CENTRE

PROJECT DEED

BETWEEN

**LIBRARIES BOARD OF SOUTH AUSTRALIA
(the Board)**

AND

**CORPORATION OF THE CITY OF ADELAIDE
(the Council)**



**Government
of South Australia**

**CROWN SOLICITOR
Level 17, 10 Franklin Street
Adelaide SA 5000**

OFFICIAL

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ANNEXURE 1 Visitor Centre Licence

ANNEXURE 2 Plan of Premises

DEED dated

day of

2026

PARTIES:

LIBRARIES BOARD OF SOUTH AUSTRALIA, of North Terrace, Adelaide SA 5000
(Board).

AND

THE CORPORATION OF THE CITY OF ADLEAIDE, of Colonel Light Centre, 25 Pirie
Street, Adelaide SA 5000 (Council)

BACKGROUND:

- A. The Crown owns the land comprised and described in Crown Record Volume 5759 Folio 861 (**the Land**). The Land is dedicated for State Library purposes and is under the care, control and management of the Board pursuant to the *Crown Land Management Act 2009* (SA). The Board administers the State Library building on the Land (**the Building**).
- B. The Council wishes to use a portion of the Building (**the Premises**) to operate a visitor information centre (**Permitted Use**).
- C. The parties have agreed that, to enable the Council to use Premises for the Permitted Use, the Board will undertake the Works at the Premises.
- D. Contemporaneously with the execution of this Deed, the parties have agreed to enter into a licence agreement for the Council to occupy the Premises for the Permitted Use which will commence upon the Practical Completion of the Works (**Visitor Centre Licence**).
- E. The parties record the terms of their agreement in respect of the undertaking of the Project in this Deed.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed unless the contrary intention appears:

- 1.1.1 **Act** means the *Planning, Development and Infrastructure Act 2016*;
- 1.1.2 **Authority** means any Minister, agency, authority, board, council, department, statutory authority or public official exercising a Commonwealth, State or municipal or local government statutory or regulatory function;

- 1.1.3 **Authority Approval** means any authorisation, approval, certificate, consent, decision, licence, permit, registration, ruling, or requirement, (including without limitation any consent or approval of a relevant Authority pursuant to the Act) of any Authority;
- 1.1.4 **Board** means the Libraries Board of South Australia, and includes that party's successors and permitted assigns;
- 1.1.5 **Board's Financial Contribution** has the meaning given in clause 3.1.1;
- 1.1.6 **Board's Representative** means the person specified at Item 3 in the Schedule or such other person appointed by the Board and notified to the Council in writing;
- 1.1.7 **Builder** means the builder or contractor who will carry out the Works, as engaged by the Board;
- 1.1.8 **Building** means the State Library buildings and other improvements (including without limitation car parking, fencing and landscaping) on the Land;
- 1.1.9 **Business Day** means Monday to Friday (excluding public holidays under the *Public Holidays Act 2023*);
- 1.1.10 **Change in Law** means:
- (a) any amendment, repeal, modification or enactment of any Law;
 - (b) any change in the interpretation or application of any Law applicable in South Australia resulting from a decision of any court of competent jurisdiction or any Government body; or
 - (c) the imposition of a requirement for any consent, authorisation, registration, licence, or permit;
- 1.1.11 **Commencement Date** means the date specified at Item 1 in the Schedule;
- 1.1.12 **Council** means the Corporation of the City of Adelaide;
- 1.1.13 **Council's Financial Contribution** has the meaning given in clause 3.1.2;
- 1.1.14 **Council's Representative** means the person specified at Item 4 in the Schedule or such other person appointed by the Council and notified to the Board in writing;
- 1.1.15 **Defects Liability Period** means a period of twelve (12) months from Practical Completion;
- 1.1.16 **End Date** means the date specified at Item 2 in the Schedule;
- 1.1.17 **GST** means GST within the meaning of the GST Act;
- 1.1.18 **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* as amended (Cth);
- 1.1.19 **Insolvency Event** means in respect of the Council:
- (a) a receiver, receiver and manager, liquidator, provisions liquidator, trustee, administrator, controller, inspector appointed under any companies or securities legislation, or similar official

- is appointed in respect of that party or any of its property, or any security over any substantial part of its assets is enforced;
- (b) the party ceases to carry on all or substantially all of its business, is unable to pay its debts when due, or is deemed unable to pay its debts under any law, or makes an assignment for the benefit of, or enters into or makes any arrangements or compromise with, that party's creditors or threatens to do so, or stops payments to its creditors generally;
 - (c) the party is, becomes, or is deemed to be insolvent or bankrupt;
 - (d) a distress, attachment or other execution is levied or enforced upon or commenced against any substantial part of its assets and is not stayed within 14 days.
- 1.1.20 **Laws** means any statute, regulation, ordinance, by-law or subordinate legislation in force from time to time in South Australia, whether made by the State or Federal government or by a local government council, and includes the common law as applicable in South Australia from time to time;
- 1.1.21 **National Construction Code** means the National Construction Code that applies in South Australia, as amended from time to time, produced and maintained by the Australian Building Codes Board.
- 1.1.22 **Permitted Use** has the meaning attributed under the Visitor Centre Licence;
- 1.1.23 **PCG** means the Project Control Group established pursuant to clause 3;
- 1.1.24 **Practical Completion** in the context of the Works means that stage when:
- (a) the Works are completed and commissioned in accordance with the Works Specification except for minor omissions and minor defects:
 - (i) which do not prevent the Works from being reasonably capable of being used for their intended purpose having regard to the nature and sensitivity of that purpose; and
 - (ii) the rectification of which will not prejudice the convenient use of the Premises;
 - (b) those compliance or commissioning tests relating to the Works which are required by law to be carried out and passed before the Premises may be occupied or the Works can be regarded as having reached completion have been successfully carried out and passed;
 - (c) a certificate of occupancy is issued by a qualified and licensed building certifier certifying that the Premises are safe for occupancy and for the commencement of the Visitor Centre Licence; and
- 1.1.25 **Premises** means the area of the Building highlighted in green on the plan in Annexure 2;

- 1.1.26 **Professional Services Contractor** means each person with whom the Board engages for design, documentation or administration services in relation to the Works;
- 1.1.27 **Project** means the carrying out and completion of the Works in accordance with Works Specification and all other matters contemplated by this Deed in pursuance of the Council occupying the Premises for the Permitted Use;
- 1.1.28 **Project Budget** means the aggregate of the Board's Financial Contribution and the Council's Financial Contribution;
- 1.1.29 **Tax Invoice** has the meaning attributed in the GST Law;
- 1.1.30 **Taxable Supply** has the meaning attributed in the GST Law; and
- 1.1.31 **Visitor Centre Licence** means the licence to be granted to the Council to use the Premises for the Permitted Use in substantially the same form as the licence comprising Annexure 1.
- 1.1.32 **Works** means the base building and fit-out works to the Premises in accordance with the Works Specification;
- 1.1.33 **Works Contract** means a building and/or services contract between the Board and a Builder or Professional Services Contractor to undertake the Works;
- 1.1.34 **Works Cost** means, except as otherwise provided in this Deed, any cost, charge, expense, outgoing, payment, third party claims or other expenditure of any nature (including direct internal project management and other costs required to be included for accounting capitalisation purposes), incurred by the Board in considering, preparing for and undertaking the Works (whether anticipated or not and whether incurred before or after the date of this Deed) including, without limitation, the following (to the extent so incurred or so arising):
- (a) all amounts payable to each consultant in connection with the Works (including Professional Services Contractors);
 - (b) all amounts payable to the Board's Builder under or in connection with the corresponding Works Contract;
 - (c) all other advisor fees incurred in connection with the Works; and
 - (d) all costs incurred in connection with obtaining all necessary Authority Approvals; and
- 1.1.35 **Works Specification** means the specification for the Works as approved by the parties in accordance with clause 4.2.

1.2 General Interpretation

In this Deed unless the contrary intention appears:

- 1.2.1 the Annexures and Schedule form part of and are incorporated in this Deed;

- 1.2.2 any consent of the Board or the Council required under the provisions of this Deed means prior consent in writing which may not be unreasonably withheld or delayed or given subject to unreasonable conditions;
- 1.2.3 headings are for convenience of reference only and do not affect the construction or interpretation of the provisions of this Deed;
- 1.2.4 reference to a statute Act code or other Law includes its regulations and other instruments enacted under it and any amendment consolidation re-enactment or replacement of them;
- 1.2.5 words importing the singular include the plural and vice versa and words importing one gender include the other genders;
- 1.2.6 each and every provision or part of a provision of this Deed shall, unless the context requires, be read and construed as a separate and severable provision and as separate and severable parts so that if any provision or part is void or unenforceable for any reason then such provision or part shall be severed and the remainder read and construed as if the severed provision or part is omitted;
- 1.2.7 an agreement, representation or warranty by or in favour of two or more persons binds, or is for the benefit of them, jointly and severally;
- 1.2.8 any reference to a person shall be deemed to include a body corporate and vice versa;
- 1.2.9 mentioning anything after including, includes or including does not limit what else might be included; and
- 1.2.10 a provision of this Deed must not be construed to the disadvantage of a party because that party (or its advisers) was responsible for the preparation of that provision or this Deed.

2. TERM

This Deed commences on the Commencement Date and ends on the End Date, subject to any early termination.

3. FUNDING THE PROJECT

- 3.1 The parties acknowledge that they will be making the following financial contributions to the Project:
 - 3.1.1 the Board, up to \$180,000 (GST exclusive) (**Board's Financial Contribution**)
 - 3.1.2 the Council, up to \$700,000 (GST exclusive) (**Council's Financial Contribution**)(together, **Financial Contributions**)
- 3.2 The Project Budget is the aggregate of the parties' Financial Contributions.
- 3.3 Neither party is obliged to increase its Financial Contribution unless that party agrees otherwise.

4. PROJECT CONTROL GROUP (PCG)

4.1 Establishment of PCG

- 4.1.1 The parties acknowledge that a Project Control Group (PCG) has been established by the parties for the Project.
- 4.1.2 As at the date of this Deed, the PCG comprises:
 - (a) two members appointed by the Board; and
 - (b) two members appointed by the Council.
- 4.1.3 The parties will not alter the composition of the PCG as described in clause 4.1.2, except by written agreement of both parties.

4.2 Role of the PCG

The role of the PCG includes the following:

- 4.2.1 to prepare the Works Specification, which will be agreed by the parties in writing prior to the commencement of the Works;
- 4.2.2 to prioritise guide and monitor the completion of the Works by the Board in accordance with the Works Specification;
- 4.2.3 to monitor and manage the Project Budget;
- 4.2.4 to determine and analyse risks to the Project and formulate strategies and plans to manage those risks;
- 4.2.5 to make recommendations on matters outside the authority of the PCG to the appropriate person;
- 4.2.6 to ensure that the necessary Authority Approvals for the Works and the Works are obtained by the Board and are in place and that the necessary processes and policies of Government are adhered to;
- 4.2.7 to communicate the roles and responsibilities to all Project team members; and
- 4.2.8 to oversee the development of plans to manage changes in scope and design.

4.3 Chair and frequency

Meetings of the PCG shall be chaired by the Board and shall be held on a monthly basis (or otherwise as reasonably required by the Board or the Council) from the date of this Deed unless the Board's Representative and the Council's Representative determine otherwise.

4.4 Minutes

The Board must keep minutes of each meeting of the PCG and must provide a copy of the minutes to the Council's Representative as soon as practicable after each meeting but in any event no later than three (3) Business Days after the meeting has been held.

5. BOARD TO PROCURE WORKS

5.1 Board to engage Builder

The Board will engage a Builder and other Professional Services Contractors to carry out and deliver the Works pursuant to contracts and other arrangements as the Board deems appropriate.

5.2 Completion of the Works

5.2.1 The Board will ensure that the Works are constructed:

- (a) in accordance with the Works Specification;
- (b) in a proper and workmanlike manner to reach Practical Completion;
- (c) subject to the Works Specification, using materials of good quality and suitable for their intent and purpose and consistent with the standard and quality of the Works Specification;
- (d) in compliance with all Authority Approvals required for or issued for the Works; and
- (e) in accordance with the National Construction Code.

5.2.2 The Board will be responsible for obtaining all Authority Approvals necessary for construction of the Works (including change of use, if required) and for ensuring that any conditions imposed by the Authority Approvals are met.

5.2.3 If the Council notifies the Board of any defects, omissions or faults in the Works and that notice is received during the Defects Liability Period, the Board must procure the rectification of the relevant defects, omissions or faults by the Builder or a Professional Services Contractor in accordance with the Works Contract as soon as reasonably practicable after receiving that notice.

5.2.4 The Board will hold the benefit of all warranties received pursuant to the Works Contract on trust for the Council.

5.3 Payment of Council's Financial Contribution

5.3.1 The Council will pay the Council's Financial Contribution by way of instalments to the Board, the timing of which will be aligned with when the Board receives invoices from the Builder and/or Professional Services Contractor under the Works Contracts (**Contractor Invoices**).

5.3.2 Upon receipt of a Contractor Invoice, the Board is entitled to issue a tax invoice to the Council for a proportion of the Council's Financial Contribution equal to the proportion the amount of the relevant Contractor Invoice bears to the total value of all Works Contracts. The Council must pay this amount within 30 days of receiving it.

5.3.3 Notwithstanding any other provision of this Deed, if the Council fails to pay an invoice issued by the Board under clause 5.3.2 in accordance with, including at the times required by, this Deed and the Council does not remedy that failure within 5 Business Days of the Board providing the Council with written notice requiring it to do so:

- (a) the Council will be in material breach of this Deed; and

- (b) without limiting the Board's other rights, if any, at law or in equity, the Board will not be obliged to undertake or continue the Project and the Board may terminate this Deed by written notice to the Council in accordance with clause 13.1.

6. VARIATIONS TO WORKS SPECIFICATION

- 6.1 The parties will not make a variation to the Works Specification without the approval of the other (as the case may be).
- 6.2 If a variation to the Works Specification is required to:
 - 6.2.1 comply with any Authority Approval;
 - 6.2.2 ensure that the total of the Works Costs incurred or forecasted to be incurred by the Board does not exceed the Project Budget are not exceeded; or
 - 6.2.3 otherwise becomes necessary to give effect to the construction of the Works,then the parties must meet through the PCG to agree the variation (both in terms of the scope and likely cost implication) before it is undertaken.
- 6.3 If the parties cannot agree on a proposed variation to the Works Specification, the parties will follow the dispute resolution procedure set out in clause 12.

7. VISITOR CENTRE LICENCE

The Council agrees and acknowledges that the Visitor Centre Licence for the Premises will be of no legal effect unless and until it has paid in full the Council's Financial Contribution to the Board under clause 5.3.

8. RIGHTS PERSONAL TO COUNCIL

The Council's rights and obligations under this Deed are personal and are not capable of assignment, and the Council will continue to remain liable for all its obligations pursuant to this Deed.

9. GST

- 9.1 The amount payable by the Recipient to the Supplier for, or in connection with, a Taxable Supply under this Deed does not include any GST unless it is expressly stated to be GST inclusive.
- 9.2 The Recipient must pay the Supplier an additional amount on account of GST equal to the amount payable by the Recipient for the relevant Taxable Supply multiplied by the prevailing GST rate.
- 9.3 The additional amount is payable at the same time as when the amount for the relevant Taxable Supply is required to be paid by the Recipient to the Supplier but in any event, not before the Supplier has provided the Recipient with a tax invoice which is in an approved form for GST purposes.
- 9.4 To the extent that the amount for a Taxable Supply consists of the reimbursement of costs and expenses incurred by the Supplier, in this Deed those costs and expenses are deemed to be exclusive of the amount of any

refund or input tax credit of GST to which the Supplier is entitled as a result of incurring the cost or expense.

9.5 The Council acknowledges and represents that:

9.5.1 it is registered pursuant to the *A New Tax System (Australian Business Number) Act 1999* (Cth) and that its ABN has been disclosed to the Board; and

9.5.2 it is registered pursuant to GST Law.

10. **NO WAIVER**

10.1 **Delay**

No delay or omission to exercise any right power or remedy accruing to the Board or Council on any continuing breach or default under this Deed shall:

10.1.1 impair any such right power or remedy of the Board or Council; and

10.1.2 be construed to waive any such continuing breach or default or an acquiescence in this Deed.

10.2 **Other Breach**

No waiver of any single breach shall be deemed a waiver of any other breach or default.

10.3 **Written Notice**

Any waiver permit consent or approval of any breach or default under this Deed or any waiver of any term or condition of this Deed must be given by written notice and shall be effective only to the extent specified in such notice.

11. **REMEDIES**

All remedies under this Deed or by law or otherwise afforded to the Board or the Council shall be cumulative and not alternative.

12. **DISPUTE RESOLUTION**

12.1 Either party may, in the case of genuine urgency, seek immediate interlocutory relief or an interim remedy.

12.2 If a dispute arises between the Board and the Council (including between the Board's Representative and the Council's Representative) under a provision of this Deed or in relation to any aspect of or issue concerning the Works then:

12.2.1 each party will submit a dispute to one of its senior officers who has not previously been involved in the dispute (**Negotiators**) within seven (7) days of a dispute arising;

12.2.2 the Negotiators must meet as soon as practicable to resolve the dispute but if the Negotiators cannot resolve the dispute within fourteen (14) days of its reference to them then each of the Negotiators will prepare a written summary of his or her attempts to resolve the dispute and refer that summary to:

(a) for the Board, the Director State Library; and

(b) for the Council, the Chief Executive Officer
(Executive Negotiators)

12.2.3 the Executive Negotiators must meet as soon as practicable to resolve the dispute but in any case within ten (10) Business Days of its reference to them and each party will authorise and inform its Executive Negotiator sufficiently so that he or she can undertake that meeting without detailed reference to another person.

12.3 Notwithstanding the existence of a dispute, each party must continue to perform its obligations under this Agreement.

13. TERMINATION

13.1 Termination by Board

The Board may terminate this Deed if:

13.1.1 the Council commits a material breach of this Deed and such breach is incapable of remedy, or such breach is capable of a remedy and the Council has failed to remedy the breach within thirty (30) Business Days (or such reasonable period having regard to the type of breach required to be remedied) of receipt of written notice from the Board; or

13.1.2 an Insolvency Event occurs in respect of the Council;

and such right of termination of this Deed shall be without prejudice to any other right or remedy which the Board has for any prior breach or default of the terms in this Deed.

13.2 Termination by Council

The Council may terminate this Deed if the Board commits a material breach of this Deed and such breach is incapable of remedy, or such breach is capable of a remedy and the Board has failed to remedy the breach within thirty (30) Business Days (or such reasonable period having regard to the type of breach required to be remedied) of receipt of written notice from the Council and such right of termination of this Deed shall be without prejudice to any other right or remedy which the Council has for any prior breach or default of the terms in this Deed.

14. SURVIVAL

Despite termination or expiry of this Deed, this clause 14 and clauses 7 (Visitor Centre Licence), 9 (GST) 11 (Remedies) 12 (Dispute Resolution), 15 (Disclosure of Deed), 16 (Auditor-General) and 17 (Costs) and any other clauses that by their nature remain in force, shall survive.

15. DISCLOSURE OF THIS DEED

15.1 The Council agrees to disclosure of this Deed in accordance with DPC Circular 27 as amended from time to time (a copy of which is available at <https://www.dpc.sa.gov.au/resources-and-publications/premier-and-cabinet-circulars>).

15.2 Nothing in this clause 15 derogates from:

15.2.1 the Council's obligations and other provision of this Deed; or

15.2.2 the provisions of the *Freedom of Information Act 1991* (SA).

16. AUDITOR-GENERAL

Nothing in this Deed derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1997* (SA).

17. COSTS

Each party shall bear their own costs of and incidental to the preparation, perusal, negotiation and execution of this Deed, the Visitor Centre Licence (and any extension or renewal) and any other documents to be entered into by the parties contemplated by this Deed.

18. NOTICES

18.1 Form of Notice and Services

Without prejudice to any other means of giving notice any notice required to be served under this Deed shall be sufficiently served or given:

18.1.1 if to the Board, by hand delivery, post, email to the Board at:

Director
State Library of South Australia
GPO Box 419
Adelaide SA 5001

18.1.2 if to the Council by hand delivery, post or facsimile transmission or email to:

General Manager
Adelaide Economic Development Agency
GPO Box 2252
Adelaide SA 5001

or to the Board's or Council's respective appointed solicitors.

18.2 Time of Service by Hand Delivery

A notice by hand delivery shall be deemed to be served or given at the time when it is hand delivered.

18.3 Time of Service by Post

A notice by post shall be deemed to be served or given at the time when it ought to be delivered in the due course of post.

18.4 Service by Email

A notice by email is deemed served or given:

18.4.1 when the relevant email appears in the sender's sent log with properties disclosing an appropriate routing; and

- 18.4.2 the sender does not receive a message from the system operator to the effect that the relevant email was undeliverable.

19. MISCELLANEOUS

19.1 Variations

No variation of this Deed shall be valid unless made in writing and executed in the same manner as this Deed.

19.2 Ancillary Matters

The parties agree to execute and perform all acts deeds matters and things as may be required to give effect to the provisions of this Deed.

19.3 Entire Agreement

19.3.1 The covenants, terms conditions, the Schedule and the Annexures of this Deed (or as expressed or contained in any deed agreement or document referred to in this Deed) comprise the whole of the agreement between the parties in respect of its subject matter.

19.3.2 Subject to the exceptions set out in clause 19.3.1, the parties agree and declare that no further or other covenants terms or conditions shall be deemed to be implied in this Deed or to arise between the parties by way of collateral or other agreement by reason of any representation warranty or undertaking given or made by either party to the other on or prior to the execution of this Deed and the existence of any such implication or collateral or other agreement is by this Deed negated.

19.4 Severance

If any provision or part of this Deed shall be for any reason unlawful invalid or unenforceable the offending provision or part of it shall be severed from this Deed without affecting the validity or enforceability of the remainder of this Deed.

19.5 Governing Law

19.5.1 This Deed is governed and construed in all respects in accordance with the law of the State of South Australia and the Commonwealth of Australia.

19.5.2 The parties submit to the jurisdiction of the Courts of the State of South Australia and the Commonwealth of Australia in respect of all matters arising under or relating to this Deed provided that any proceedings issued in the Courts of the Commonwealth of Australia are issued in the Adelaide Registry of any such Court.

19.6 Non Merger

The provisions of this Deed shall not merge on the commencement or the execution of the Visitor Centre Licence but shall continue in full force and effect after such commencement or execution.

19.7 Delegation

Unless expressly excluded by any provision of this Deed, any consent, any notice, any consultation or any other thing which pursuant to the terms of this

Deed is required to be given, done or performed by either party (other than a variation of the terms of this Deed) may for the purposes of this Deed be properly given, done or performed by the representative of the party required by this Deed to consult, give such consent, notice or do such other thing.

20. COUNTERPARTS

This Deed may be executed in counterparts by the parties, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement, provided that this Deed will be of no force and effect until the counterparts are exchanged.

EXECUTED AS A DEED

Executed by the Board

THE COMMON SEAL of)
THE LIBRARIES BOARD OF SOUTH)
AUSTRALIA)
 was hereunto affixed)
 in the presence of:)

[Signature]

Witness – signature

Negon Berghuis

Print name

Executed by the Licensee

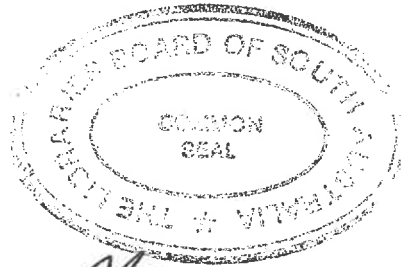
THE COMMON SEAL of)
THE CORPORATION OF THE CITY OF)
ADELAIDE)
 was hereunto affixed in accordance with the)
Local Government Act 1999 (SA) in the)
 presence of:)

[Signature]

Lord Mayor – signature

JANE LOMAX-SMITH

Print name



[Signature]

JOANNE CYS, ACTING CHAIR



[Signature]

Chief Executive Officer – signature

MICHAEL SEDGMAN

Print name

SCHEDULE**Item 1 Commencement Date**

The date the last of the parties executes this Deed.

Item 2 End Date

The later of:
Twelve months after the Works have reached Practical Completion
or
the expiry of the Defects Liability Period

Item 3 Board's Representative

Associate Director, Strategic Projects
State Library of South Australia

Item 4 Council's Representative

Executive Manager, Marketing and Tourism
Adelaide Economic Development Agency

ANNEXURE 1

Visitor Centre Licence

OFFICIAL

DATED

DAY OF

2026

LICENCE AGREEMENT

BETWEEN

LIBRARIES BOARD OF SOUTH AUSTRALIA

("Board")

-AND-

THE CORPORATION OF THE CITY OF ADELAIDE

("Licensee")



Government
of South Australia

CROWN SOLICITOR
Level 17, 10 Franklin Street
Adelaide SA 5000

OFFICIAL

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SCHEDULE 1	PARTICULARS
SCHEDULE 2	VISITOR INFORMATION SERVICES
ANNEXURE A	RULES AND REGULATIONS
ANNEXURE B	PLAN
ANNEXURE C	SPECIAL CONDITIONS
ANNEXURE D	PROJECT DEED

AGREEMENT dated

day of

2026

PARTIES:

LIBRARIES BOARD OF SOUTH AUSTRALIA, a body corporate pursuant to the *Libraries Act 1982* (SA), of North Terrace, Adelaide, South Australia 5000 (**Board**)

AND

THE CORPORATION OF THE CITY ADELAIDE, a body corporate pursuant to the *Local Government Act 1999* (SA), of Colonel Light Centre, 25 Pirie Street, Adelaide, South Australia 5000 (**Licensee**)

BACKGROUND:

- A. The Crown owns the land comprised and described in Crown Record Volume 5759 Folio 861 (**Land**). The Land is dedicated for State Library purposes and is under the care, control and management of the Board pursuant to the *Crown Land Management Act 2009* (SA).
- B. The Board administers the State Library building on the Land (**Building**).
- C. The Board provides library and information-based services to the public and have identified an area within the Building to provide to the Licensee to operate its visitor experience centre.
- D. The Board and the Licensee intend to separately establish an Operating Agreement to provide a framework for the operation and management of the Shared Areas and other programs and activities in the Building.
- E. The Board agrees to grant the Licensee an exclusive licence to use the areas of the Building which are shaded green on the plan in Annexure B (**Premises**) and a non-exclusive licence to use the areas of the Building which are shaded orange in Annexure B (**Shared Areas**) for the purpose of providing visitor information services and other ancillary purposes of the Licensee as set out in this Agreement.
- F. Contemporaneously with the execution of this Agreement, the Board and the Licensee have entered into a Project Deed which provides for the Board to undertake works in the Building required by the Licensee prior to the Commencement Date.
- G. The Board and the Licensee intend to continue to cooperate in the administration of this Agreement with the objective of assisting each other in delivering services to the public and fostering good relations with all occupants and users of the Building.

IT IS AGREED:**1. INTERPRETATION**

In this Agreement unless the contrary intention appears:

- 1.1 **Annual Licence Fee** means the amount specified in Item 6 of Schedule 1 as adjusted, reviewed or varied from time to time in accordance with the provisions of this Agreement;
- 1.2 **Authority** means any Minister, agency, authority, board, council, department, statutory authority or public official exercising a Commonwealth, State or municipal or local government statutory or regulatory function;
- 1.3 **Authority Approval** means any authorisation, approval, certificate, consent, decision, licence, permit, registration, ruling or requirement of any Authority (including without limitation any consent or approval of a relevant Authority pursuant to the *Planning, Development and Infrastructure Act 2016*);
- 1.4 **Board** means the Libraries Board of South Australia together with its successors and assigns;
- 1.5 **Board's Fixtures and Fittings** means the Board's fixtures and fittings installed or situated in the Building, including but not limited to plant and equipment, furniture, floor coverings, light fittings and window treatments;
- 1.6 **Board's Representative** means the person nominated in writing to the Licensee by the Board as the Board's Representative;
- 1.7 **Building** means the building described in Item 1 of Schedule 1 of which the Premises, Shared Areas and Common Areas form part;
- 1.8 **Commencement Date** means the date specified in Item 2 of Schedule 1;
- 1.9 **Common Areas** means those areas of the Building provided by the Board for common use by tenants, occupiers and invitees, including entrances, passageways, lifts, foyers, stairways, landscaped areas, toilet facilities and any other facilities designated by the Board as common areas from time to time;
- 1.10 **CPI** means consumer price index number published by the Australian Bureau of Statistics for All Groups (Adelaide) or the index which replaces it under clause 5.2.2;
- 1.11 **CPI Review Date** means the dates specified in Item 7 of Schedule 1;
- 1.12 **Current CPI** means the CPI for the last published month ending before the relevant CPI Review Date;
- 1.13 **Default Interest Rate** means a rate of interest equal to the Large Business Variable Indicator Lending Rate published on the Reserve Bank of Australia's webpage entitled "*Lenders' Interest Rates*" published 25 business days after the end of each month by the Reserve Bank of Australia, for the month in which interest commences to be payable pursuant to the relevant provision of this Agreement;
- 1.14 **Expiry Date** means the date specified in Item 3 of Schedule 1;

-
- 1.15 **Financial Year** means any period of twelve (12) consecutive calendar months commencing on the 1st day of July that year and ending on the 30th day of June next following;
- 1.16 **Further Term** means the further term of this Agreement specified in Item 5 of Schedule 1 if this Agreement is extended in accordance with clause 4.2.1;
- 1.17 **GST** means the tax imposed by the GST Law;
- 1.18 **GST Law** has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- 1.19 **Initial Term** means the period of five (5) years commencing on the Commencement Date and expiring on the Expiry Date;
- 1.20 **Input Tax Credit** has the meaning attributed in the GST Law;
- 1.21 **Land** means the whole of the land comprised in Crown Record Volume 5759 Folio 861 and includes the Building and all the Board's Fixtures and Fittings and chattels in or on the Building and all the services and any alterations, additions or improvements made to the Building from time to time;
- 1.22 **Licensee** means The Corporation of the City of Adelaide;
- 1.23 **Licensee's Representative** means the person nominated in writing by the Licensee to the Board as the Licensee's Representative;
- 1.24 **Operating Agreement** means the agreement for the operation and management of the Shared Areas, intended to be developed by the Board and the Licensee within 12 months of the execution of this Agreement;
- 1.25 **Outgoings** means:
- 1.25.1 all rates and taxes imposed on the Premises including water and sewer rates and emergency services levy but excluding council rates and State land tax (if applicable);
 - 1.25.2 all financial institutions duty and any other tax or duty payable in respect of this Agreement, the Premises or any business conducted on the Premises;
 - 1.25.3 the cost of routine servicing, preventative maintenance, management and repairs in relation to the Premises and its facilities and the costs and charges incurred pursuant to any service. management and maintenance agreements (including costs and charges incurred in relation to the cleaning services provided in accordance clause 13 and any security services provided in accordance with clause 7) ;
 - 1.25.4 the cost of maintaining, repairing and replacing the electrical and plumbing services;
 - 1.25.5 all insurance premiums payable by the Board in respect of the Premises
 - 1.25.6 all costs and charges incurred by the Board in installing, operating, maintaining, repairing and testing all legally required firefighting, fire protection and the fire alarm systems servicing the Premises; and
 - 1.25.7 all charges for gas, electricity, and water consumed in or on the Premises and telephones servicing the Premises,

but does not include any amounts:

- 1.25.8 for structural repair or other work of a capital nature;
 - 1.25.9 for replacement or renewal of a capital nature;
 - 1.25.10 for obtaining or installing new services; or
 - 1.25.11 which are not for the benefit of the Building or are not reasonably or properly incurred;
- 1.26 **Permitted Use** means the purpose specified in Item 4 of Schedule 1;
 - 1.27 **Practical Completion** has the meaning given in the Project Deed;
 - 1.28 **Premises** means the areas of the Building which are shaded green on the plan in Annexure B;
 - 1.29 **Previous CPI** means for a CPI Review Date, the CPI number for the last published quarter ending before the last CPI Review Date;
 - 1.30 **Project Deed** means the deed entered into between the Board and the Licensee on or around the same date as this Agreement in substantially the same form as the deed comprising Annexure D;
 - 1.31 **Shared Areas** means the areas of the Building which are shaded orange on the plan in Annexure B;
 - 1.32 **Taxable Supply** has the meaning attributed in the GST Law;
 - 1.33 **Tax Invoice** has the meaning attributed in the GST Law;
 - 1.34 **Term** means the Initial Term and the Further Term or any period during which the Licensee holds over in accordance with this Agreement or otherwise remains in occupation of the Premises or the Shared Areas;
 - 1.35 **Visitor Information Services** means those listed in Schedule 2;
 - 1.36 **Works** has the meaning given in the Project Deed;
 - 1.37 reference to a statute shall include all amendments for the time being in force and any other statute enacted in substitution therefore and the regulations or by-laws for the time being under that statute and any notice demand order direction requirement or obligation to that statute or those regulations or by-laws and the expressions "statute" "Act" and "Act of Parliament" shall mean any State or Federal statute and the regulations or by-laws for the time being in force and any notice demand order direction requirement or obligation issued made given or imposed under or pursuant to any statute regulation or by-law;
 - 1.38 words importing the singular shall embrace the plural and words importing one gender shall embrace the other genders and vice versa respectively;
 - 1.39 any reference to a person shall be deemed to include a corporate body and vice versa;
 - 1.40 all moneys payable by the Licensee to the Board under this Agreement shall be recoverable as a debt or as licence fee in arrears and if no date or time for payment is specified shall be payable on demand;
 - 1.41 any consent where it is required by this Agreement from the Board shall mean prior consent in writing which shall not be unreasonably withheld or granted subject to unreasonable conditions;

- 1.42 anything which the Licensee is required to do under this Agreement shall be done at the cost in all things of the Licensee and to the reasonable satisfaction of the Board;
- 1.43 headings are for convenience of reference only and shall not affect the construction or interpretation of the covenants of this Agreement;
- 1.44 none of the covenants and powers implied in an Agreement under the *Real Property Act 1886* (SA) as amended shall apply to this Agreement, save so far as the same are embodied in the covenants and powers herein expressed, and such implied covenants and powers are accordingly hereby expressly negated and excluded; and
- 1.45 any special conditions in Annexure C will apply to this Agreement and in the event of any inconsistency with the terms and conditions in the body of this Agreement, then those special conditions will prevail.

2. THE LIBRARIES ACT 1982 (SA)

Nothing in this Agreement limits, restricts or otherwise hinders the exercise of the Board's powers pursuant to the *Libraries Act 1982* (SA).

3. GENERAL RIGHTS AND RESERVATIONS

- 3.1 Subject to the terms and conditions of this Agreement, the Board grants to the Licensee and the Licensee accepts for the duration of the Term:
 - 3.1.1 an exclusive right for the Licensee and its agents, contractors, employees and invitees to access, use and occupy the Premises for the Permitted Use; and
 - 3.1.2 a non-exclusive right for the Licensee and its agents, contractors and employees to access and use the Shared Areas for the Permitted Use in common with the Board and the agents, contractors, employees and invitees of the Board; and
 - 3.1.3 a non-exclusive right to access and use the Common Areas in common with the Board, the agents, contractors, employees and invitees of the Board, other tenants and licensees of the Board, the general public and any other person who has rights to access and use the Common Areas from time to time.
- 3.2 The Licensee acknowledges and agrees that:
 - 3.2.1 the Board is the custodian of the Land and reserves all authority and rights concerning the control and management of the Land and the Building;
 - 3.2.2 the Board reserves the right to make, modify and enforce reasonable rules and regulations with regard to the Land and the Building;
 - 3.2.3 in exercising its rights to access and use areas of the Building pursuant to this Agreement, the Licensee must comply with all reasonable directions of the Board; and
 - 3.2.4 the Shared Areas and Common Areas may be accessed and used by any other person that has a right to access and use the Shared Areas and the Common Areas.

4. TERM

4.1 Term

This Agreement commences on the Commencement Date and shall expire on the Expiry Date.

4.2 Further Term

4.2.1. Provided that during the Initial Term there is no existing material breach of the Licensee's obligations set out in this Agreement the Licensee may extend this Licence for the further term specified in Item 5 of Schedule 1 (**Further Term**) on written notice to the Board (which notice must be given not less than six (6) months before the expire of the current term) and if such notice is given then the Board must extend the Agreement for the further term.

4.2.1 The extension of the Term pursuant to clause 4.2.1:

4.2.1.1 must be on the same terms and conditions of this Agreement (subject to clause 5.3.7) but excluding the option to extend the Term for a further term; and

4.2.1.2 shall be at the expense of the Licensee in all things, including the Board's reasonable costs.

5. LICENSEE'S COVENANTS

The Licensee covenants and agrees with the Board that throughout the continuance of the Term the Licensee shall comply with all of the terms and conditions of this Agreement.

5.1 Annual Licence Fee

Subject to clause 5.2, the Licensee must pay the Annual Licence Fee as set out in Item 6 of Schedule 1.

5.2 Licence Fee Review

5.2.1 On each CPI Review Date during the Term of this Agreement, the Annual Licence Fee for the next year shall be determined by multiplying the Annual Licence Fee payable immediately preceding the relevant CPI Review Date by the following fraction:

$\frac{X}{Y}$

Where:

'X' is the CPI in respect of the quarter ending immediately preceding the relevant CPI Review Date; and

'Y' is the CPI in respect of the quarter ending immediately preceding the Commencement Date or the date on which the Annual Licence Fee was last varied (as the case may be),

and the Annual Licence Fee so determined shall take effect on and from the relevant CPI Review Date.

5.2.2 If during the Term either the Commonwealth of Australia ceases to publish the Consumer Price Index for Adelaide (All Groups) or the

basis of calculating the Consumer Price Index for Adelaide (All Groups) is substantially changed then the parties may request a relevant expert agreed on between them, or, failing agreement between the parties, a relevant expert nominated by the President or Acting President of the Law Society of South Australia to determine the Annual Licence Fee as at the relevant CPI Review Date on a basis as near as practicable to that which would have applied had the Consumer Price Index for Adelaide (All Groups) still been available or appropriate.

- 5.2.3** In any Annual Licence Fee reviews to CPI pursuant to this Agreement any increase in the Annual Licence Fee must be reduced to the extent that the CPI reflects the impact of the GST with the intention that the Licensee does not effectively pay the GST twice pursuant to this Agreement.

5.3 Outgoings

- 5.3.1** Subject to clause 5.3.7, the Licensee must pay all Outgoings when they fall due for payment during the Term.
- 5.3.2** If the Outgoings are paid by the Board, the Board must provide the Licensee with a statement setting out the amount which the Board calculates to be payable by the Licensee, including copies of relevant accounts or assessment notices, if requested by the Licensee.
- 5.3.3** Except in the case of manifest error, the Licensee must pay to the Board within twenty-eight (28) days following receipt of the statement or assessment notice the amount payable by the Licensee pursuant to that notice.
- 5.3.4** If any of the Outgoings are not separately assessed in respect of the Premises but are payable in respect of the Building, then the amount of those Outgoings is the amount that represents the proportion which the nett lettable area of the Premises bears to the nett lettable areas of the Building as determined in accordance with clause 42.
- 5.3.5** If a dispute arises between the Board and the Licensee as to whether:
- (a) any cost, expense, fee or charge is an Outgoing of the Premises; or
 - (b) as to anything relating to the determination, calculation or payment of the Outgoings of the Premises, either party may refer the matter for determination by a relevant expert agreed by the parties.
- 5.3.6** If the parties cannot agree on a relevant expert, either party may request the President for the time being of the Law Society of South Australia to nominate a relevant expert. The expert's decision is final and binding on the parties and the expert's fees and expenses must be paid by the Board and the Licensee in equal shares.
- 5.3.7** If the Licensee exercises its right to extend the Licence for the Further Term in accordance with clause 4.2, then the Licensee is only liable to pay the Further Term Outgoings. The obligations regarding the payment of the Outgoings in clause 5.3.2 to 5.3.6 apply equally to the payment of the Further Term Outgoings.
- 5.3.8** For the purpose of clause 5.3.7, "Further Term Outgoings" means:

- 5.3.8.1 all charges for gas, electricity and water consumed in or on the Premises and telephones servicing the Premises;
- 5.3.8.2 costs and charges incurred by the Board in relation to the cleaning services provided in accordance with clause 13 and any security services provided in accordance with clause 7.

6. PERMITTED USE

The Licensee must not without the prior written consent of the Board (which consent must be requested by the Licensee in writing) use or permit to be used the Premises or the Shared Areas, or any part of either of them, for any purpose other than for the Permitted Use and must not permit or suffer the Premises or the Shared Areas, or any part of either of them, to be used for any residential purposes whether temporary or permanent.

7. HOURS OF ACCESS

- 7.1 In exercising its rights to access and use areas of the Building pursuant to this Agreement, the Licensee must not without the prior written consent of the Board:
 - 7.1.1 access the Building, or cause or permit its agents, contractors, employees or officers to access the Building, outside the hours of access for staff which the Board notifies in writing to the Licensee; or
 - 7.1.2 cause, permit or suffer public access to the Building outside the hours of access for the public designated or notified in writing to the Licensee by the Board.
- 7.2 Without limiting clause 7.1, if the Licensee requests the Board's consent for extended hours of access, then such consent may be conditional upon the Licensee agreeing to pay additional costs for cleaning and security.

8. OPERATING AGREEMENT

- 8.1 The Board and the Licensee agree to develop and execute the Operating Agreement to provide a framework for operational collaboration and engagement to work cooperatively in the delivery of services to the public.
- 8.2 Following the making of the Operating Agreement, the Board and the Licensee must implement and comply with their respective obligations under the Operating Agreement.

9. ASSIGNMENT/SUBLICENSING

- 9.1 The Licensee shall not assign, sublicense, part with the possession of, mortgage, charge or encumber the whole or part of the Premises or Shared Areas, or permit third parties to engage in commercial operations on the Premises or Shared Areas, without the prior written consent of the Board.
- 9.2 Any breach of clause 9.1 will be deemed a default of the Licensee under the provisions of this Agreement.

10. SIGNS

10.1 The Licensee shall not paint, affix or exhibit any sign, name, writing, advertisement or any other thing upon or outside the windows, doors and external walls of the Premises or Shared Areas without the prior written consent of the Board and shall at the end or other sooner determination of the Term hereby granted remove or paint out or obliterate in a manner to be approved of by the Board any sign, name or writing or other thing which may have been so painted, affixed or exhibited.

11. DANGEROUS SUBSTANCES

The Licensee shall not without the prior written consent of the Board store chemicals inflammable liquids, acetylene, gas or alcohol or explosive oils, compounds or substances upon the Premises or Shared Areas and will not use any of such substances or fluids in the Premises or Shared Areas for any purpose.

12. USE OF FACILITIES

The Licensee shall not use the lavatories, sewers, wastes or other supply apparatus of the Building for any purpose other than that for which they were constructed and not to do or suffer to be done any act or thing that might choke or otherwise affect or damage the same.

13. CLEANING

The Board will supply a service for the routine cleaning of the Building, including the Premises, Shared Areas and the Common Areas, facilities, services and amenities of the Building and the removal of normal daily office waste. The Licensee shall permit the Board's cleaning contractors and their employees to have access to the Premises and Shared Areas at all reasonable times out of ordinary business hours for the purpose of carrying out such routine cleaning.

14. HEAVY EQUIPMENT

The Licensee shall not bring upon the Land any heavy machinery or other plant or equipment without the Board's prior written consent and in no event shall any such machinery plant or equipment be of such nature weight or size as to cause or in the reasonable opinion of the Board be likely to cause any structural or other damage to the floors or walls or any other part or parts of the Building.

15. PROHIBITION AS TO NUISANCE, NOISY TRADE OR BUSINESS

15.1 The Licensee shall take all reasonable precautions at all times (consistent with its Permitted Use) not to do or permit to be done any act, matter or thing whatsoever at any time in or upon the Premises, Shared Areas or any part of them which shall or may be or grow to the unnecessary annoyance, nuisance, inconvenience, grievance, damage or disturbance of the Board, other licensees or occupiers of the Land, other persons otherwise lawfully on the Land, occupiers or owners of any adjacent premises or any government, municipal or other authorities.

- 15.2 The Licensee shall not to carry on or suffer to be carried on upon any part of the Premises or the Shared Areas any offensive, noxious, noisy or dangerous trade, business or occupation and shall not use or suffer the Premises or Shared Areas to be used for any illegal or immoral purpose.

16. RULES AND REGULATIONS

- 16.1 The Licensee shall comply with the rules and regulations annexed at Annexure A, and as amended by the Board from time to time.
- 16.2 If there is any inconsistency between any of the rules and regulations at Annexure A (including as amended from time to time) and the terms of this Agreement, the terms of this Agreement prevail.

17. REPAIRS, MAINTENANCE AND CLEANING

- 17.1 Within three (3) months of the Commencement Date, the Board and the Licensee must meet in good faith to determine a maintenance schedule for the Premises.
- 17.2 The Licensee shall (using contractors approved by the Board) well and sufficiently and substantially repair and maintain the Premises and all alterations or additions made in good repair and condition (fair wear and tear, defects of a structural or capital nature and damage by fire flood lightning storm tempest or other inevitable accident only excepted (save where insurance moneys are irrecoverable in consequence of any neglect or default of the Licensee or any employee agent contractor licensee or invitee of the Licensee)) **PROVIDED THAT** the Licensee shall not be liable to do work of a structural or capital nature except such as may be occasioned by the act, neglect or default of the Licensee (including the negligent use of the Premises by the Licensee).
- 17.3 The Licensee shall keep and maintain clean and in good order condition and repair the Board's Fixtures and Fittings in the Premises (fair wear and tear, defects of a structural or capital nature and damage by fire flood lightning storm tempest or other inevitable accident only excepted (save where insurance moneys are irrecoverable in consequence of any neglect or wilful default of the Licensee or any employee agent contractor licensee or invitee of the Licensee)) **PROVIDED THAT** the Licensee shall not be liable to do work of a structural or capital nature except such as may be occasioned by the act, neglect or default of the Licensee (including the negligent use of the Premises by the Licensee).
- 17.4 The Licensee shall make good any damage caused to any part of the Building by any action of the Licensee or its employees, agents or contractors or persons claiming through or under the Licensee.
- 17.5 The Licensee shall immediately report to the Board all broken glass and all glass scratched or otherwise damaged by graffiti or by any other means, all damaged or broken heating lighting electrical equipment and plumbing installed in the Premises, all damaged doors fastenings windows locks and lost keys, damage to the Board's Fixtures and Fittings and all damaged or worn floor coverings installed in the Premises and shall reimburse to the Board the reasonable cost of fixing or replacing the said items caused by a direct act or negligence of the Licensee or any employee, agent, invitee or contractor.

18. STATUTORY NOTICES

The Licensee shall comply with and duly carry out the requirements of all laws and regulations for the time being in force in the State of South Australia relating to heritage, health, buildings, signage or to the type of activity carried on upon the Premises and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the Premises or any part of it by or under or in pursuance of any law or laws or regulations for the time being in force in the said State relating to heritage, health, buildings, signage or to the type of activity carried on upon the Premises whether the said notices, orders or requirements or any of them be made upon or given to the Board or to the Licensee **PROVIDED THAT** nothing in this clause contained shall place any obligation on the Licensee to effect any capital or structural alterations or additions to the Premises or Building or to any part of them unless such obligation arises out of the Licensee's specific use of the Premises.

19. NOTICE OF DAMAGE

The Licensee shall give prompt notice to the Board of any damage occurring to the Premises and to the water, gas or electricity services from any cause whatsoever.

20. INSPECTION

The Board may at all reasonable times upon giving prior notice to the Licensee (except in the case of emergency when no notice is required) enter upon the Premises and view the state of repair and may serve upon the Licensee a notice in writing of any defect for the repair of which the Licensee may be responsible requiring the Licensee within a reasonable time to repair or cleanse the same or otherwise comply with any obligations imposed on the Licensee in accordance with this Agreement and in default of the Licensee so doing it shall be lawful for the Board from time to time to enter and execute the required repairs, cleaning or other obligations of the Licensee as if it were the Licensee and for that purpose the Board together with its respective architects contractors workmen and agents may enter upon the whole or any part of the Premises and there remain for the purpose of doing erecting or affecting any such thing **AND** any reasonable expenses and costs of carrying out such work shall forthwith be payable by the Licensee to the Board.

21. RESTRICTION ON ACCESS

In the event of an emergency, the Board may restrict the Licensee's access and use of the Premises, the Shared Areas and the Common Areas.

22. BOARD'S REPAIRS

The Licensee acknowledges that the Board at all times on reasonable notice may enter and carry out repairs, renovations maintenance or alterations to the Premises, the Shared Areas or to the Common Areas or any parts of all such areas in compliance with the Board's obligations (if any) under the provisions of this Agreement or otherwise as deemed necessary or desirable by the Board or pursuant to any request under or direction of any competent authority in respect or any work not the obligation of the Licensee hereunder **PROVIDED ALWAYS** that the Board will endeavour not to cause any undue inconvenience to the Licensee.

23. END OF LICENCE

- 23.1 The Licensee shall at the expiration or sooner determination of this Agreement:
- 23.1.1 peaceably surrender and yield up unto the Board the whole of the Premises and every part of it in good and substantial repair order and condition in all respects (fair wear and tear excluded) and clean and free from rubbish;
 - 23.1.2 remove all signs names advertisements or notices painted displayed affixed or exhibited upon to or within the Premises and make good any damage or disfigurement caused by the removal;
 - 23.1.3 if required by the Board, remove all alterations, additions, partitions, equipment and installations erected or installed in the Premises by the Licensee at its cost and make good any damage or disfigurement caused by the removal.
- 23.2 If the Licensee fails to comply with clause 23.1 then the Board may take such measures as the Board reasonably deems necessary and:
- 23.2.1 if the Board elects to remove those items in clauses 23.1.2 and 23.1.3 then the Board may recover all costs and expenses from the Licensee as a debt due and owing; or
 - 23.2.2 if the Board elects to retain those items set out in clauses 23.1.2 and 23.1.3 then these will become the property of the Board without any compensation being payable to the Licensee.
- 23.3 The Licensee will, at its expense and in a proper and tradesman-like manner with materials and colour approved by the Board, repaint those parts of the Premises that were painted at the Commencement Date within the last three (3) months prior to the expiration of the Agreement.

24. ALTERATIONS AND INSTALLATIONS

The Licensee will not, nor will it permit any person to, make any alteration or addition to the Premises or Shared Areas or install any partitioning and/or any equipment in the nature of a fixture or other installation without the prior written consent of the Board and will in the course of such alterations, installations or additions made with the consent of the Board observe and comply with all reasonable requirements of the Board.

25. INSURANCE

- 25.1 The Licensee warrants that it is a member of the Local Government Association Mutual Liability Scheme (**Scheme**) and is bound by the rules of the Scheme pursuant to the provisions of the *Local Government Act 1999* (SA) and in the event that the Licensee ceases to be a member of the Scheme it will immediately, pursuant to provisions of the *Local Government Act 1999* (SA), effect civil liability insurance to the minimum level of cover prescribed by the regulations.
- 25.2 The Licensee shall ensure that its sublicensees (excluding any Minister of the Crown or any agency or instrumentality of the Crown) shall at their expense effect and maintain:
- 25.2.1 a policy of public risk insurance in respect of the Premises in which the limits of public risk shall be not less than **TWENTY MILLION**

DOLLARS (\$20,000,000) in respect of any one claim or such further sum as the Board from time to time reasonably requires; and

- 25.2.2 such other insurance policies (if any) as the Board and the Licensee agree.
- 25.3 The Licensee is responsible for deciding whether to insure any other risks which have not been covered (either at all or adequately) by the Scheme or to cover any exclusions, conditions or deductibles in the Insurances which it may wish to insure against or cover.
- 25.4 The Licensee must not at any time do or permit anything to be done in or about the Premises or the Building whereby the Board may become liable to pay any increased rate of premium for insurance for the Premises or the Land or any part of it, or for any other land near the Premises.
- 25.5 If it can be demonstrated that the Licensee does anything which is a direct cause and makes the Board liable to pay an increased rate of premium for insurance under clause 25.4, the Licensee will pay the Board the amount of the increase immediately upon demand by the Board.

26. BOARD'S OBLIGATIONS

The Board acknowledges and agrees that:

- 26.1 subject to the Licensee complying with its obligations under this Agreement, the Licensee may occupy and use the Premises without interference from the Board other than in accordance with this Agreement; and
- 26.2 to the extent the Board may need to exercise any reserved rights under this Agreement, it must at all times take reasonable steps to minimise interference with the Licensee's occupation and use of the Premises.

27. INDEMNITIES

The Licensee shall indemnify and keep indemnified the Board against all actions and suits brought against and all claims and demands made upon and all losses and expenses incurred by the Board as a result of or arising out of:

- 27.1 the occurrence on the Premises during the said term of any accident or injury to or death of any person or damage or injury to or loss of the property of any person;
- 27.2 the negligent use misuse waste or abuse by the Licensee or any employee agent sub-licensee or of any other person claiming through or under the Licensee of the water, gas, electricity, oil, lighting and other services and facilities of the Building including the overflow or leakage of water in or from the Premises having originated therein or caused or contributed to by any negligence or default of the Licensee or other persons,

except to the extent that such loss, expense, injury or damage is caused or contributed to by the negligence or default of the Board, its agents, contractors or employees.

28. NO VOID INSURANCE

If the Licensee is not a self-insurer, the Licensee shall not do or suffer or permit to be done in upon or about the Premises or the Land or any part of it anything whereby or

by reason or on account whereof any policy or policies of insurance against loss or damage for the time being subsisting in respect of the Premises or the Land or any part of it may be or become void or voidable or whereby the rate of premium on any insurance shall be liable to be increased.

29. BOARD RELEASE

- 29.1 The Licensee shall occupy, use and keep the Premises and the Shared Areas at the risk in all things of the Licensee.
- 29.2 The Licensee hereby releases to the full extent permitted by law the Board, its agents, contractors and employees from all claims and demands of every kind:
- 29.2.1 resulting from any accident, damage or injury to persons or property occurring therein (including loss or damage to the fixtures or personal property of the Licensee); or
 - 29.2.2 by reason of any defect in the construction of the Premises, the Shared Areas or the Building or any fittings or apparatus or of the failure to operate of any automatic doors, air conditioning plant or other machinery, fire protection services, public utility services or otherwise howsoever;
- except to the extent that any claims or demands from any accident, damage or injury or by reason of any defect, failure to operate or otherwise is caused or contributed to by the negligence or default of the Board, its agents, contractors or employees.

30. WORK HEALTH AND SAFETY ACT 2012 (SA)

- 30.1 The parties must comply with the *Work Health and Safety Act 2012* (SA) and the Regulations made from time to time.
- 30.2 The Licensee must, when using the Premises and the Shared Areas, comply with all reasonable directions and procedures relating to work health and safety in operation at the Premises and the Shared Areas whether specifically drawn to the attention of the Licensee or as might reasonably be inferred from the circumstances.

31. RATES AND TAXES

The Board covenants and agrees with the Licensee that the Board will pay or cause to be paid such rates and taxes assessed on or in respect of the Premises as are not required to be paid by the Licensee subject always to the provisions of clause 5.3 of this Agreement.

32. REPAIR

The Board will at all times keep the Building in a good and substantial state of repair and condition and ensure all services are kept working effectively and efficiently, except to the extent that the Licensee is obliged to repair and maintain the Premises pursuant to clause 17.

33. TERMINATION

33.1 The Board and the Licensee covenant and agree that if at any time during the occupation of the Premises and Shared Areas by the Licensee:

33.1.1 any Annual Licence Fee, Outgoings or other moneys payable by the Licensee are in arrears for more than thirty (30) days after a notice requiring payment has been forwarded by the Board to the Licensee; or

33.1.2 in case of default by the Licensee in respect of any obligation on the part of the Licensee arising out of any term condition or covenant contained in this Agreement and such default if continued for thirty (30) days or in the case of repairs required to be effected by the Licensee such repairs are not completed within a reasonable time after a notice in respect of it has been forwarded by the Board to the Licensee,

then notwithstanding any prior waiver or failure to take action by the Board or indulgence granted by the Board to the Licensee in respect of any such events whether past or continuing it shall be lawful for the Board or any other person duly authorised by it to terminate this Agreement and to remove or otherwise deal with all Licensee's property found on the Premises or Shared Areas without prejudice to the rights of the Board in respect of any action or other remedy for arrears of the Annual Licence Fee, Outgoings or breach of covenant or damages as the result of any such event.

33.2 The Board's Act of Default means:

33.2.1 a failure by the Board to commence carrying out repairs or maintenance for which it is responsible during the occupation of the Premises or Shared Areas by the Licensee within a reasonable time after notice from the Licensee properly requiring the Board to carry out repairs and maintenance or to proceed diligently to complete those repairs or maintenance; or

33.2.2 a failure by the Board to perform or observe its obligation under this Agreement; and

33.2.3 if that failure is capable of remedy but continues for more than thirty (30) days after the Licensee gives notice to the Board properly requiring the Board to remedy that failure; or

33.2.4 if that failure is not capable of remedy and the Board fails to pay reasonable compensation to the Licensee within 30 days after the Licensee gives notice to the Board of that failure and demanding reasonable compensation for loss or damage incurred by the Licensee as a consequence of the failure.

33.3 If a Board's Act of Default occurs, the Licensee may do either one or both of the following without affecting any pre-existing rights of the Licensee:

33.3.1 by notice to the Board, terminate the Agreement; and

33.3.2 exercise any of its other legal rights.

34. ESSENTIAL TERMS

- 34.1 The Board and the Licensee covenant and agree that each of the covenants by the Licensee which are specified in this paragraph are essential terms of this Agreement:
- 34.1.1 the covenant to pay the Annual Licence Fee and Outgoings as provided for in clause 5;
 - 34.1.2 clause 9 relating to assignment;
 - 34.1.3 clauses 6 and 10 to 15 inclusive relating to the use of the Premises and Shared Areas by the Licensee;
 - 34.1.4 clauses 16 to 24 relating to the repair, maintenance cleaning, statutory notices, notice of damage, inspection, surrender, removal of fixtures, alterations and installations concerning the Premises and Shared Areas by the Licensee;
 - 34.1.5 clauses 25 to 29 relating to insurance, indemnities and release of the Board;
 - 34.1.6 clauses 3 relating to restrictions on the Licensee's use of the Premises and Shared Areas.
- 34.2 In respect of the Licensee's obligation to pay the Annual Licence Fee and Outgoings the acceptance by the Board of arrears or of any late payment shall not constitute a waiver of the essentiality of the Licensee's obligation to pay in respect of those arrears or of the late payments or in respect of the Licensee's continuing obligation to pay during the Term.
- 34.3 The Licensee covenants to compensate the Board in respect of any breach of an essential term of this Agreement and the Board is entitled to recover damages from the Licensee in respect of such breach. The Board's entitlement under this clause is in addition to any other right remedy or entitlement to which the Board is entitled (including the right to terminate this Agreement).

35. DAMAGES IN RESPECT OF REPUDIATION OR BREACH BY LICENSEE

The Board and the Licensee covenant and agree that:

- 35.1 in the event that the Licensee's conduct (whether by way of action or omission) constitutes a repudiation of this Agreement (or of the Licensee's obligations under this Agreement) or constitutes a breach or any essential term contained in this Agreement, the Licensee covenants to compensate the Board for the loss or damage suffered by reason of the repudiation or breach.
- 35.2 The Board shall be entitled to recover damages against the Licensee in respect of repudiation or breach of covenant for the damage suffered by the Board during the entire Term of this Agreement.
- 35.3 The Board's entitlement to recover damages shall not be affected or limited by any of the following:
- 35.3.1 if the Licensee shall abandon or vacate the Premises;
 - 35.3.2 if the Board shall elect to terminate this Agreement;
 - 35.3.3 if the Board shall accept the Licensee's repudiation;
 - 35.3.4 if the parties' conduct shall constitute a surrender by operation of law.

- 35.4 The Board shall be entitled to institute legal proceedings claiming damages against the Licensee in respect of the entire Term including the periods before and after the Licensee has vacated the Premises and before and after the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in clause 35.3.4 whether the proceedings are instituted either before or after such conduct.
- 35.5 In the event of the Licensee vacating the Premises whether with or without the Board's consent, the Board shall be obliged to take reasonable steps to mitigate its damages and to endeavour to license the Premises at a reasonable licence fee and on reasonable terms. The Board's entitlement to damages shall be assessed on the basis that the Board should have observed the obligation to mitigate damages contained in this paragraph. The Board's conduct in pursuance of the duty to mitigate damages shall not by itself constitute acceptance of the Licensee's breach or repudiation or a surrender by operation of law.

36. NOTICE OF DEFAULT

The Board and the Licensee covenant and agree that any notice required to be given by either party in the case of a breach of the covenants or conditions under this Agreement shall provide the period of thirty (30) days as the time within which the Licensee is to remedy any such breach or default if it is capable of remedy or to make reasonable compensation in money to the satisfaction of the Board in respect thereof.

37. LEGAL COSTS OF THIS AGREEMENT

The Board and the Licensee agree that each party shall pay their own legal costs (if any) in respect to the preparation or negotiation of this Agreement or any extension of the Term.

38. COSTS

The Board and the Licensee covenant and agree that in addition to the Annual Licence Fee, Outgoings and other moneys reserved by this Agreement the Licensee shall pay on demand:

- 38.1 such amount (to be paid by the Board or its solicitors or agents) as is reasonably estimated by the Board's architect or engineer and as notified to the Licensee when an application for consent to a proposed dealing is made by the Licensee to be required to comply with the covenants and conditions herein contained and on the part of the Licensee to be performed and observed, including in particular, but without limiting the generality, those relating to the state of repair, cleanliness and painting of the Premises, and including the costs of the architect or engineer to inspect the Premises;
- 38.2 all moneys expended and expenses reasonably incurred by the Board in consequence of any default on the part of the Licensee in performing or observing any covenant condition or agreement on the part of the Licensee, or in exercising or enforcing (or attempting so to do) any rights or remedies of the Board; and
- 38.3 the cost of any alterations to the sprinkler or fire alarm installations which may become necessary due to any alteration, installation or addition to the Premises

or the Shared Areas made by or on behalf of the Licensee with the Board's prior written consent.

39. ABATEMENT OF LICENCE FEE

The Board and the Licensee covenant and agree that in the case the Premises or any part of it shall at any time during the Term be destroyed or damaged so as to be unfit for use and the same shall not have been caused by some default on the part of the Licensee and the policy or policies effected by the Board shall not have been vitiated or payment refused in consequence of some act default or neglect of the Licensee then:

- 39.1 the Annual Licence Fee or a fair and just proportion of it (being an amount mutually agreed upon between the Board and the Licensee but failing agreement an amount determined by a qualified valuer nominated by the Board at a cost to be borne equally between the Board and the Licensee which valuer shall be deemed to act as an expert and not as an arbitrator) according to the damage sustained shall be suspended and cease to be payable whilst and so long as the Premises or any part of it shall be unfit for use as aforesaid;
- 39.2 if the Board notifies the Licensee in writing that the Board considers reinstatement of the Premises to be impracticable or undesirable, either party may terminate this Agreement upon seven (7) days written notice to the other party;
- 39.3 if the Board does not notify the Licensee pursuant to clause 39.2 and the Board fails to reinstate the Premises within a reasonable time after the Licensee requests Board in writing to reinstate the Premises, then the Licensee may terminate this Agreement by giving to the Board seven (7) days written notice of such termination;
- 39.4 termination by either party pursuant to this clause 33 shall be without prejudice to the rights or remedies of either party in respect of any antecedent breach by the other party.

40. HOLDING OVER

The Board and the Licensee covenant and agree that in the event of the Licensee holding over after the expiration or sooner determination of the Term granted by this Agreement with the consent of the Board, the Licensee shall become a monthly licensee only of the Board at a monthly licence fee equivalent to the monthly proportion of the total Annual Licence Fee payable by the Licensee during the immediately preceding period and the operating expenses payable by the Licensee at the expiration or sooner determination of such term and otherwise on the same terms and conditions mutatis mutandis as those in this Agreement so far as applicable and such monthly licence shall be determinable by either party on one month's notice to the other party.

41. INTEREST ON LATE PAYMENT

The Board and the Licensee covenant and agree that if the Licensee shall fail to pay to the Board or the Board's Representative any moneys which are payable by the Licensee to the Board or the Board's Representative in terms hereof within twenty eight (28) days from the due date for the payment, the Licensee shall pay to the Board interest calculated on a daily basis at the Default Interest Rate on so much as remains

unpaid from the due date or dates for the payment until the same shall be actually paid and also upon any judgment which the Board may obtain against the Licensee from the date of any such judgment until the same shall be satisfied.

42. NETT LETTABLE AREA

The Board and the Licensee covenant and agree that the Board and the Licensee agree that for any circumstance where the nett lettable area is relevant for the purpose of administration of this Agreement, the nett lettable area of the Premises and the Shared Areas shall be the area set out in Item 8 of the Schedule, which area may be modified if there are any changes to the Premises or Shared Areas following completion of service design work.

43. EXCLUSION OF WARRANTY OF FITNESS FOR PURPOSE

The Board and the Licensee covenant and agree that the Board does not warrant that the Premises or the Shared Areas will, for the duration of the Agreement be structurally suitable for the type of business that the Licensee intends to carry on.

44. LICENSEE'S FURNITURE AND EQUIPMENT

The Licensee will provide all equipment, furniture, fixtures, workstations and any other movable items that the Licensee requires in order to carry out the Permitted Use.

45. DELEGATION

Unless expressly excluded by any provision of this Agreement, any consent, any consultation or any other thing which pursuant to the terms of this Agreement is required to be given, done or performed by either party (other than a variation of the terms of this Agreement) may for the purposes of this Agreement be properly given, done or performed by the representative of the party nominated in accordance with this Agreement.

46. ENTIRE AGREEMENT

46.1 This Agreement incorporates the attached Schedules and Annexures.

46.2 This Agreement contains the entire agreement between the parties with respect to its subject matter.

This Agreement supersedes any prior agreement, understanding or representation of the parties on the subject matter.

47. PROPER LAW

The laws in force in South Australia, including law with respect to capacity to contract and manner of performance, apply to this Agreement.

48. JURISDICTION OF COURTS

The parties agree that the courts of South Australia will have exclusive jurisdiction to determine any proceedings in relation to this Agreement.

49. NOTICES

- 49.1 A "notice" means:
- 49.1.1 a notice in writing; or
 - 49.1.2 a consent, approval or other communication required to be in writing under this Agreement.
- 49.2 A notice must be signed by or on behalf of the sender addressed to the recipient and:
- 49.2.1 delivered to the recipient's address as specified in Item 10 of the Schedule; or
 - 49.2.2 sent by prepaid mail to the recipient's address.
- 49.3 A notice given to a person in accordance with this clause is treated as having been given and received:
- 49.3.1 on the day of delivery if delivered before 5.00 pm on a working day, otherwise on the next working day; or
 - 49.3.2 if sent by prepaid mail, on the third working day after posting.

50. WAIVER

- 50.1 Any waiver of any provision of this Agreement is ineffective unless it is in writing and signed by the party waiving its rights.
- 50.2 A waiver by either party in respect of a breach of a provision of this Agreement by the other party is not a waiver in respect of any other breach of that or any other provision.
- 50.3 The failure of either party to enforce at any time any of the provisions of this Agreement must not be interpreted as a waiver of such provision.

51. MODIFICATION

Any modification of this Agreement must be in writing and executed by each party.

52. SEVERANCE

If any provision or part of a provision of this Agreement is invalid or unenforceable in any jurisdiction:

- 52.1 the provision must be read down for the purposes of the operation of that provision in that jurisdiction, if possible, so as to be valid and enforceable; or
- 52.2 if the provision cannot be read down under clause 52.1, it must be severed if it is capable of being severed, without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction and the parties must consult in good faith to determine whether any amendment or substituted provision is required.

53. TIME OF THE ESSENCE

Time is of the essence in respect of any time, date or period specified either in this Agreement or in any notice served under this Agreement.

54. RELATIONSHIP BETWEEN THE BOARD AND THE LICENSEE

The Board and the Licensee acknowledge and agree that their relationship pursuant to this Agreement shall be exclusively that of independent contractors in the relationship of Board and Licensee in respect of the Premises and the Shared Areas with the several rights, liabilities, duties and obligations set out in this Agreement. Nothing contained in this Agreement shall be deemed or construed to constitute the Board to be a partner, joint venturer, principal, agent, trustee (whether express, implied or constructive) beneficiary, lender, borrower or fiduciary of the Licensee and vice versa.

55. PUBLICITY

The Licensee must not make or permit to be made a public announcement or media release about any aspect of this Agreement unless it has first consulted with the Board regarding such announcement or media release.

56. GST**56.1 Joint Acknowledgements**

The Board and the Licensee acknowledge and agree that:

56.1.1 the amount payable by the Licensee to the Board for or in connection with a Taxable Supply pursuant to this Agreement does not include GST; and

56.1.2 The Board (ABN 27 332 976 852) is the government entity administering this Agreement and is registered pursuant to the GST law; and

56.1.3 The Board is entitled to be treated as the maker of any Taxable Supply and the recipient of any Taxable Supply pursuant to this Agreement instead of the Board for the purposes only of the GST law.

56.2 Licensee's Acknowledgements

The Licensee acknowledges and represents that:

56.2.1 it is registered pursuant to the *A New Tax System (Australian Business Number) Act 1999* and that the ABN shown in this Agreement as the Licensee's ABN is the Licensee's ABN; and

56.2.2 it is registered pursuant to the GST law.

56.3 Licensee's Obligations

Subject to the Board complying with its obligations set out in clauses 56.4.1 and 56.4.2, the Licensee shall pay to the Board, on each date the Licensee is required to make a payment for a Taxable Supply pursuant to this Agreement an additional amount equal to the GST payable on the Taxable Supply or component of the Taxable Supply for which that payment is made or such lower amount as the Board reasonably determines from time to time.

56.4 Board's Obligations**56.4.1 Tax Invoice**

The Board shall at least five (5) business days before the Licensee is obliged to make a payment pursuant to this Agreement in respect of a

Taxable Supply, provide a Tax Invoice to the Licensee in respect of the relevant Taxable Supply.

56.4.2 Reimbursement

If the Licensee is obliged to reimburse the Board for third party costs and expenses in the nature of Outgoings pursuant to this Agreement, then the Board, when passing those costs and expenses on to the Licensee, shall deduct from the total amount paid or payable by the Board to the supplier in respect of the Outgoing any Input Tax Credit to which the Board is entitled to the extent that it is attributable to that payment.

56.5 Licensee's Supplies

If the Licensee makes a Taxable Supply to the Board pursuant to this Agreement, then:

56.5.1 Additional Payment

Subject to the Licensee complying with its obligations set out in clause 56.5.2, the Board shall pay to the Licensee, at the same time the Board pays for that Taxable Supply, an amount equal to the GST payable on the Taxable Supply or such lower amount as the Licensee reasonably determines from time to time; and

56.5.2 Tax Invoice

At least five (5) business days before the Board is obliged to make payment pursuant to this Agreement in respect of a Taxable Supply by the Licensee, the Licensee shall provide a Tax Invoice to the Board in respect of the relevant Taxable Supply.

57. DISPUTE RESOLUTION

57.1 Either party may, in the case of genuine urgency, seek immediate interlocutory relief or an interim remedy.

57.2 Subject to clause 33 and clause 57.1, disputes in relation to this Agreement must be resolved as follows:

57.2.1 each party will submit a dispute to one of its senior officers who has not previously been involved in the dispute (**Negotiators**) within seven (7) days of a dispute arising;

57.2.2 the Negotiators must meet as soon as practicable to resolve the dispute but if the Negotiators cannot resolve the dispute within fourteen (14) days of its reference to them then each of the Negotiators will prepare a written summary of his or her attempts to resolve the dispute and refer that summary to:

57.2.2.1 for the Board, the Director State Library; and

57.2.2.2 for the Licensee, the Chief Executive Officer
(**Executive Negotiator**);

57.2.3 the Executive Negotiators must meet as soon as practicable to resolve the dispute but in any case, within seven (7) days of its reference to them and each party will authorise and inform its Executive Negotiator

sufficiently so that he or she can undertake that meeting without detailed reference to another person.

- 57.3 Prior to either party commencing legal proceedings in respect of a dispute, the parties must refer the matter to independent mediation which the parties each agree to participate in good faith and share the costs.
- 57.4 Notwithstanding the existence of a dispute, each party must continue to perform its obligations under this Agreement.

EXECUTED AS AN AGREEMENT

Executed by the Board

THE COMMON SEAL of)
THE LIBRARIES BOARD OF SOUTH)
AUSTRALIA)
 was hereunto affixed)
 in the presence of:)

.....
 Witness – signature

.....
 Print name

Executed by the Licensee

THE COMMON SEAL of)
THE CORPORATION OF THE CITY OF)
ADELAIDE)
 was hereunto affixed in accordance with the)
Local Government Act 1999 (SA) in the)
 presence of:)

.....
 Lord Mayor – *signature*

.....
 Chief Executive Officer – *signature*

.....
 Print name

.....
 Print name

SCHEDULE 1**PARTICULARS**

ITEM 1	Building Means the building situated on the Land commonly known as the State Library of South Australia.
ITEM 2	Commencement Date The date one (1) Business Day after Practical Completion of the Works.
ITEM 3	Expiry Date Five (5) years from the Commencement Date.
ITEM 4	Permitted Use Undertaking the Visitor Information Services.
ITEM 5	Further Term Five (5) years.
ITEM 6	Annual Licence Fee <u>Initial Term</u> \$1.00 payable on demand by the Board. <u>Further Term</u> \$52,975 (GST exclusive) (calculated as \$325 x 163sqm) payable by quarterly instalments in advance by electronic funds transfer to the bank account nominated by the Board to the Licensee in writing.
ITEM 7	CPI Review Date The sixth anniversary of the Commencement Date (if renewed) and every anniversary of the Commencement Date thereafter during the Further Term.
ITEM 8	Nett Lettable Area – Premises and Shared Areas <u>Premises:</u> Institute Room = 136 sqm (Institute Ground Floor) Meeting Room = 27 sqm (Institute Ground Floor) <u>Shared Areas:</u> Stair Hall = 45 sqm (Institute Ground Floor) Annex = 18 sqm (Institute Ground Floor) Tea Kitchen = 11 sqm (Institute Ground Floor)

General Storage = 15 sqm (Institute Basement)

Total = 252 sqm

ITEM 9**Notices****Board:**

Director
State Library of South Australia
GPO Box 419
Adelaide SA 5001

Licensee:

General Manager
Adelaide Economic Development Authority
GPO Box 2252
Adelaide SA 5001

SCHEDULE 2**Visitor Information Services**

The Licensee is responsible for ongoing operational resourcing to deliver visitor information services and programs, including but not limited to:

- Staffing and rostering of trained visitor services personnel during agreed operating hours
- Provision of visitor information, wayfinding, and orientation services for Adelaide and South Australia
- Curation and maintenance of informational displays, digital content, and collateral
- Collection and reporting of visitor data, feedback, and service metrics

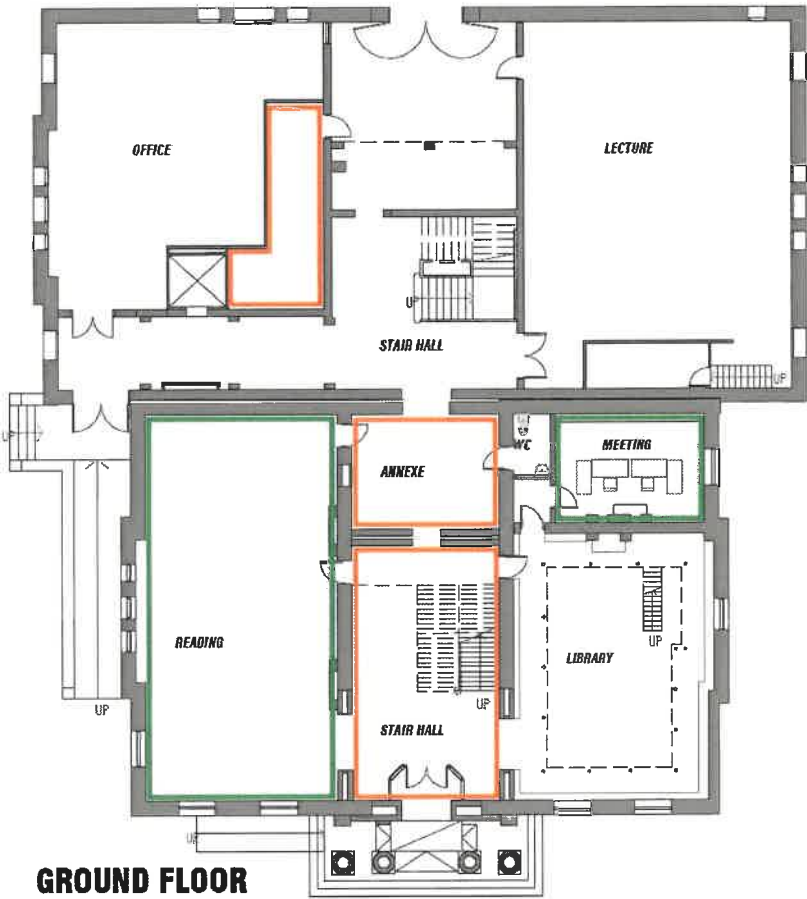
ANNEXURE A**RULES AND REGULATIONS**

1. The Licensee shall not in any way obstruct or permit the obstruction of the pavement, entry, arcades, vestibules, corridors, passages, halls, elevators, stairways, fire doors and escape doors of the Building or use them or any of them for any other purpose than for ingress or egress.
2. The Licensee shall not cook food other than in any areas of the Building which may be provided therefor and which are approved by the Board for this purpose.
3. No sign, device, fitting, furnishing, ornament or object which is visible from the street or from any other building which is in the opinion of the Board incongruous or unsightly or may detract from the general appearance of the Building shall be erected, constructed or maintained by the Licensee in the Building.
4. The Licensee shall not throw anything out of the windows or doors, down elevator shafts, passages or skylights or into light areas of the Building or deposit waste paper or rubbish anywhere except in proper receptacles or place upon any sill, ledge or other like part of the Premises, Shared Areas or the Common Areas any articles of substance.
5. The Licensee shall not in any way cover or obstruct any air conditioning ducts, outlets, skylights or windows which reflect or admit light or air into any part of the Building and shall not erect any window, blind, screen or awning without the consent in writing of the Board (which consent shall not be unreasonably withheld).
6. The Licensee shall not affix any television or radio mast or antenna to any part of the Building and shall not use or operate any musical instrument, gramophone, radio, amplifier, television set, audio visual or other sound or picture producing equipment in the Premises or in any part of the Building unless such equipment is not audible or visible from outside the Premises or unless such use or operation has been previously approved by the Board.
7. The Licensee will use or permit to be used for the receipt, delivery or other movement of any goods, wares or merchandise or articles of bulk or quantity only such parts of the Premises at such times as the Board may from time to time permit and the Licensee will generally comply with all reasonable requirements of the Board in regard to such matters.
8. The Licensee shall not bring or permit any person to bring or leave in the Building any bicycle, motorcycle or similar machine, except as approved by the Board.
9. The Licensee shall securely fasten all doors and windows of the Premises on all occasions when the Premises are left unoccupied and the Board reserves the right for its agent, caretaker, employees or workmen to enter and fasten the same if left insecurely fastened.
10. If the Board shall supply a key or keys to any public entrance to the building or to any lift in the Building the Licensee shall ensure that such key or all such keys shall at all times remain in the custody of a responsible officer or employee of the Licensee approved by the Board and the Licensee shall not without the prior approval of the Board make, duplicate or copy any such key or keys or suffer or permit to be made, duplicated or copied any such key or keys and if any key or keys supplied by the Board shall be lost the Licensee shall forthwith report such loss to the Board.

11. All keys to every portion of the Building held by the Licensee or any of the Licensee's employees or agents during the occupancy of the Premises and whether the same shall have been supplied by the Board or not shall at all times be the property of the Board and shall be surrendered to the Board at the determination of the Agreement.
12. All electric light bulbs, tubes and globes in the Premises which may become damaged or broken or fail to light shall be replaced either by the Licensee or, at the expense of the Licensee in all things, by the Board (as the case may be).
13. No towels, clothes or other articles shall be hung out of windows or on balconies or upon the roof of the Premises or the Building in which the Premises are contained.
14. No rubbish or waste shall at any time be burned upon or about the Premises or the Building except by the proper use of an incinerator where provided.
15. The Licensee shall not conduct or permit to be conducted on the Premises or in the Building any auction, bankrupt or fire sale.

ANNEXURE B
PLAN

Exclusive-use space
Shared-use space



GROUND FLOOR
1 : 200 @ A3

Shared-use space



ANNEXURE C

SPECIAL CONDITIONS

1. Neither party will be bound by the terms of this Agreement (except this Special Condition) and the Agreement will have no legal effect until the Licensee has complied with all of its obligations to the Board regarding the payment of the Council's Financial Contribution (as that term is defined in the Project Deed).

ANNEXURE D
PROJECT DEED

ANNEXURE 2

Plan of Premises

