



Licence Agreement

This Licence Agreement is between
Abichandani Investments No 2 Pty Ltd
ATF Abichandani Family Discretionary Trust
(here in under known as the **Provider**).

AND

(Your Company Name) (Your ABN)
(here in under known as the **Client**).

Period of Licence

From _____

To _____

Agreed Licence Fee _____

Security Deposit _____ - **Only for 1 Month or more**

Room Number _____ as per online plan

Executed as an Agreement

For Abichandani Investments No 2 Pty Ltd ATF Abichandani Family Discretionary Trust

Signed

Manoj Abichandani
Director

O By clicking this online box, I, (Contact Person), (Director/Sole trader) of Tenant ABN agree to this contract and to the Ada Business Centre rules annexed to this contract.

Terms and Conditions

1. Agreement

- 1.1 **Notices:** All formal notices must be in writing, which may include by email, to the address first written above.
- 1.2 **Confidentiality:** The terms of this agreement are confidential. Neither the **Provider** nor the **Client** must disclose them without the other's consent unless required to do so by law or an official authority.
- 1.3 **Applicable law:** This agreement is interpreted and enforced in accordance with the law of New South Wales.
- 1.4 **Applicability:** If any provision of these terms and conditions is held void or unenforceable under the applicable law, the other provisions shall remain in force.
- 1.5 **This agreement:** This agreement is like an agreement for accommodation(s) in a hotel. The whole of Ada Business Centre (hereinafter called ABC) remains in the possession and control of the **provider** of office space. THE **CLIENT ACCEPTS THAT THIS AGREEMENT CREATES NO TENANCY INTEREST, LEASEHOLD ESTATE OR OTHER REAL PROPERTY INTEREST IN THE CLIENT'S FAVOUR WITH RESPECT TO THE ACCOMMODATION(S).** The **Provider** is giving the **Client** the right to share with the **Provider** the use of the ABC on these terms and conditions and House Rules. This Agreement is with the **Client** and cannot be transferred to anyone else without prior consent by **the Provider** . The **Provider** will not unreasonably withhold its consent to assignment provided that **Client** and assignee execute a new License Agreement which will require assignee to assume all new Client obligations that will release the **Client**.
- 1.6 **Comply with House Rules :** The **Client** must comply with any House Rules which the **Provider** imposes generally on users of Ada Business Centre (ABC). These house rules are to ensure that all Clients have a professional office work environment.
- 1.7 **AUTOMATIC RENEWAL:** THIS AGREEMENT LASTS FOR THE PERIOD STATED IN IT AND THEN **WILL BE EXTENDED AUTOMATICALLY FOR SUCCESSIVE PERIODS EQUAL TO THE CURRENT TERM (UNLESS LEGAL RENEWAL TERM LIMITS APPLY) UNTIL TERMINATED BY THE CLIENT OR THE PROVIDER PURSUANT TO Clause 1.8.** The FEES ON ANY RENEWAL WILL BE AT THE THEN PREVAILING MARKET RATE and the **Provider** will advice the **client** of the new fee 4 weeks prior the termination date. If the **Client** does not renew for the same term online, the licence will be by default become month to month and appropriate fee for monthly charge for the room will be charged for the space. If the **Client** does not book the room 4 weeks in advance online, the **Provider** may rent it to another client.
- 1.8 **CANCELLATION:** EITHER THE PROVIDER OR THE CLIENT CAN TERMINATE THIS AGREEMENT AT THE END DATE STATED IN IT, OR AT THE END OF ANY EXTENSION OR RENEWAL PERIOD, BY GIVING AT LEAST THREE MONTHS WRITTEN NOTICE TO THE OTHER. IF THIS AGREEMENT, EXTENSION OR RENEWAL IS FOR THREE MONTHS OR LESS, NOTICE MUST BE GIVEN WITHIN ONE MONTH OF THE START DATE OF THE CURRENT TERM. IF THE CLIENT IS ON A MONTH TO MONTH AGREEMENT EITHER PARTY MAY TERMINATE THIS AGREEMENT BY GIVING NO LESS THAN ONE MONTHS' NOTICE TO THE OTHER (EFFECTIVE FROM THE START OF ANY CALENDAR MONTH).

Lease period	Notice Period
3 Months or More	3 Months

1 to 3 Months	1 Month
Month to Month	1 Month Notice

- 1.9 **If ABC is no longer available:** In the event that **the Provider** is permanently unable to provide the services and space at the Centre stated in this agreement then this agreement will end and **the Client** will only have to pay monthly office fees up to the date it ends and for the additional services **the Client** has used.
- 1.10 **If the Client leaves any property in the ABC :** The Provider may dispose of it at the Client's cost in any way the Provider chooses without owing the Client any responsibility for it or any proceeds of sale.
- 1.11 **Ending this agreement immediately :** To the maximum extent permitted by applicable law, **the Provider** may put an end to this agreement immediately by giving **the Client** notice and without need to follow any additional procedure if
- (a) **the Client** becomes insolvent, bankrupt, goes into liquidation or becomes unable to pay its debts as they fall due, or
 - (b) **the Client** is in breach of one of its obligations or has not followed the house rules, which cannot be put right or which the **Provider** have given the **Client** notice to put right and which the **Client** has failed to put right within fourteen (14) days of that notice, or
 - (c) its conduct, or that of someone at the Centre with its permission or invitation, is incompatible with ordinary office use and
 - (i) such conduct is repeated despite the **Client** having been given a warning or
 - (ii) such conduct is material enough (in the **Provider's** opinion) to warrant immediate termination.
- If **the Provider** puts an end to this agreement for any of these reasons it does not put an end to any outstanding obligations, including additional services used, requested or required under the agreement and the monthly office fee for the remainder of the month for which this agreement would have lasted if **the Provider** had not ended it.
- 1.12 When this agreement ends **the Client** is to vacate the space immediately, leaving the space in the same condition as it was when **the Client** took it. Upon the Client's departure or if **the Client**, at its option, chooses to relocate to different rooms within the Centre. **The Provider** will charge an Office Restoration Service fee to cover normal cleaning to return the space to its original state. **The Provider** reserves the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear.
- 1.13 **Employees:** While this agreement is in force and for a period as stated after it ends, neither **the Provider** nor **the Client** may knowingly solicit or offer employment to any of the other's staff employed in the ABC. This obligation applies to any employee employed at ABC up to that employee's termination of employment, and for three months thereafter. It is stipulated that the breaching party shall pay the non-breaching party the equivalent of six months' salary for any employee concerned.

2. Services and Obligations

- 2.1 **Office space:** **The Provider** is to provide the number of serviced office space for which **the Client** has agreed to pay in ABC stated in this agreement. This agreement lists the space the Provider has initially allocated for the **Client's** use. **The Client** will have a non-exclusive right to the rooms allocated to it. Occasionally **the Provider** may need to allocate different accommodation(s), but these accommodation(s) will be of reasonably equivalent size and the Provider will notify the Client with respect to such different accommodation(s) in advance.
- 2.2 **Alterations or Damage:** You are liable for any damage caused by you or those you allow to enter the ABC with your permission, including employees, guests or agents.

- 2.2 **Office Services:** The Provider is to provide during normal opening hours (8.00 AM to 6.00 PM) the services, if requested, described in the relevant service description (which is available on request). If the Provider decides that a request for any particular service is excessive, it reserves the right to charge an additional fee.
- 2.3 **THE PROVIDER'S IT:** WHILST THE PROVIDER HAS INTERNET SECURITY PROTOCOLS, THE PROVIDER DOES NOT MAKE ANY REPRESENTATIONS AS TO THE SECURITY OF THE PROVIDER'S NETWORK (OR THE INTERNET) OR OF ANY INFORMATION THAT THE CLIENT PLACES ON IT. The Client should adopt whatever security measures (such as encryption) it believes are appropriate to its circumstances. The Provider cannot guarantee that a particular degree of availability will be attained in connection with the Client's use of the Provider's network (or the internet). The Client's sole and exclusive remedy shall be the remedy of such failure by the Provider within a reasonable time after written notice. The provider must be present at the time of installation of any equipment. Printers which make noise are not allowed to be installed in the offices.

3. Providing the Services

- 3.1 **Access to the space:** The Provider may need to enter the Client's accommodation(s) and may do so at any time. However, unless there is an emergency or the Client has given notice to terminate, the Provider will attempt to notify the Client verbally or electronically in advance when the Provider needs access to carry out testing, repair or works other than routine inspection, cleaning and maintenance. The Provider will also endeavour to respect reasonable security procedures to protect the confidentiality of the Client's business.
- 3.2 **Availability at the start of this agreement :** If for any reason the Provider cannot provide the space stated in this agreement by the date when this agreement is due to start it has no liability to the Client for any loss or damages but the Client may cancel this agreement without penalty. The Provider will not charge the Client the monthly office fee for space the Client cannot use until it becomes available. The Provider may delay the start date of this agreement provided it provides to the Client alternative space that shall be at least of equivalent size to the accommodation(s) stated in this agreement.

4. Office Space

- 4.1 **The Client** must not alter any part of its space and must take good care of all parts of the centre, its equipment, fixtures, fittings and furnishings which the Client uses. The Client is liable for any damage caused by it or those in the Centre with the Client's permission or at the Client's invitation whether express or implied, including but not limited to all employees, contractors, agents or other persons present on the premises.
- 4.2 **Office equipment:** The Client must not install any cabling, IT or telecom connections without the Provider's consent, which the Provider may refuse at its absolute discretion. As a condition to the Provider's consent, the Client must permit the Provider to oversee any installations (for example IT or electrical systems) and to verify that such installations do not interfere with the use of the space by other Clients or the Provider or any other tenant of the building.
- 4.3 **Insurance:** It is the Client's responsibility to arrange insurance for its own property which it brings in to the Centre and for its own liability to its employees and to third parties. The Provider strongly recommends that the Client put such insurance in place.
- 4.4 **Data Protection:** All principals and all staff will need to identify themselves with proper identification documents at the start of the period to ensure that security is maintained in ABC at all times.

5. Use of office Space

- 5.1 **The Client** must only use the space for office purposes only. Office use of a “retail” or “medical” nature, involving frequent visits by members of the public, is not permitted. The Client must not carry on a business that competes with **the Provider’s** business of providing serviced office space or its ancillary services.
- 5.2 **The Client’s** name and address: **The Client** may only carry on that business in its name or some other name that **the Provider** previously agrees. Use of the Centre Address: **The Client** may use the Centre address as its business address. Any other uses are prohibited without the Provider’s prior written consent.
- 5.3 Assignment: This agreement is personal and cannot be transferred to anyone else without prior consent from us. We will not unreasonably withhold our consent to assignment and enter into a new agreement with your associate and discharge you of your liabilities once the incumbent agrees to take over all of your obligations towards ABC.

6. Compliance with Law

- 6.1 **Comply with the law** : **The Client** and **the Provider** must comply with all relevant laws and regulations in the conduct of its business in relation to this agreement. The Client must do nothing illegal in connection with its use of the Business Centre. The Client must not do anything that may interfere with the use of the Centre by **the Provider** or by others, (including but not limited to political campaigning or immoral activity), cause any nuisance or annoyance, increase the insurance premiums the Provider has to pay, or cause loss or damage to **the Provider** (including damage to reputation) or to the owner of any interest in the building which contains the Centre the Client is using.
- 6.2 If **the Provider** has been advised by any government authority or other legislative body that it has reasonable suspicion that the Client is conducting criminal activities from the Centre then the Provider shall be entitled to terminate this agreement with immediate effect.
- 6.3 **The Provider** may collect and process personal data from and of **the Client** to administer contractual relationship, ensure compliance with applicable laws and regulations, and enable **the Provider** to provide its services and to manage its business. **The Client** acknowledges and accepts that such personal data may be transferred or made accessible to all entities of the Provider’s group, wherever located, for the purposes of providing the services herein.

7. The Provider’s Liability

- 7.1. The extent of the Provider’s liability: To the maximum extent permitted by applicable law, **the Provider** is not liable to **the Client** in respect of any loss or damage **the Client** suffers in connection with this agreement, with the services or with **the Client’s** accommodation(s) unless **the Provider** has acted deliberately or negligently in causing that loss or damage.
- 7.2. **The Provider** is not liable for any loss as a result of **the Provider’s** failure to provide a service as a result of mechanical breakdown, strike, termination of **the Provider’s** interest in the building containing the Centre or otherwise unless **the Provider** does so deliberately or is negligent. In no event shall **the Provider** be liable for any loss or damage until **the Client** provides **the Provider** written notice and gives **the Provider** a reasonable time to put it right. If **the Client** believes **the Provider** has failed to deliver a service consistent with these terms and conditions the Client shall provide **the Provider** written notice of such failure and give the Provider a reasonable period to put it right.

- 7.3. **EXCLUSION OF CONSEQUENTIAL LOSSES, ETC.:** THE PROVIDER WILL NOT IN ANY CIRCUMSTANCES HAVE ANY LIABILITY FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF OR DAMAGE TO DATA, THIRD PARTY CLAIMS OR ANY CONSEQUENTIAL LOSS UNLESS the Provider OTHERWISE AGREES IN WRITING. THE PROVIDER STRONGLY ADVISES THE CLIENT TO INSURE AGAINST ALL SUCH POTENTIAL LOSS, DAMAGE, EXPENSE OR LIABILITY.

8. Licence Fees

- 8.1 **Security Deposit:** The Client will be required to pay a deposit equivalent to one month fee of the monthly space fee (plus GST) upon entering into this agreement unless a different amount is specified on the front of this agreement. This security deposit will be held by the Provider without generating interest as security for performance of all the Client's obligations under this agreement. The deposit or any balance will be returned to the Client when the Client has settled its account which includes deducting outstanding fees and other costs due to the Provider. This security deposit will be collected online by the Provider.
- 8.2 **The Provider** may require the Client to pay an increased security deposit if Client frequently fails to pay the Provider regular monthly licence fee, when due.
- 8.3 **Payment:** The monthly licence fee and any recurring services requested by the Client are payable monthly in advance. The Provider will send all invoices electronically (via email) to the client by 3rd week of the month prior to the month when the licence fee is due and will debit the Client's provided credit card on the last day of the month prior to the month for the following month.
- 8.4 **Late payment:** If the Client does not pay licence fees when, this agreement will automatically terminate. The Provider also reserves the right to withhold services (including for the avoidance of doubt, denying the Client access to its space) while there are any outstanding licence fees.
- 8.5 **First month's rent :** The Client will pay to the Provider first month's rent at the time on-boarding and when the Provider gives access to the Office Space to the Client.
- 8.6 **Acceptable point identification:** The following documents are required to be submitted for identification purposes to the Provider at the time of on-boarding for each person occupying our office space. One Primary and One Secondary Document or three Secondary documents

Primary identification documents

Only one primary ID document is required

- **International travel document** - a current passport or other identification documentation with the same characteristics as a passport issued by the government or United Nations for the purpose of travel.
- **Birth extract/certificate** - or certified copy.
- **Citizenship certificate** - or certified copy.

- **Government issued license** - or any license issued by law. Must contain a photograph or signature and must be current.
- **Medicare Card**
- **Bank Card or other identification Card**
- **Any Store card**
- **Driver's license** (full or learner permit) - issued by a Road Traffic Authority.
- **Shooter or Security industry license** - issued by Police.
- **Armed Forces identification card** - issued from the Navy, Army or Air force.
- **Government issued Proof of Age cards.** Note: key pass is not a government issued proof of age card.
- **Birth card** (NSW only)

- **Government issued license** - or any license issued by law. Must contain a photograph or signature and must be current.
- Medicare Card
- Bank Card or other identification Card
- Any Store card
- **Driver's license** (full or learner permit) - issued by a Road Traffic Authority.

8.7 **Payment of Monthly rent:** The client will provide their credit card direct debit authority at the time of on-boarding so that the Provider is able to direct debit the Clients credit card when the rent for the office space falls due.

8.8 **The Licence fees** includes the following services which the Provider agrees to supply to the Client. Access to the office 24 hours 7 days a week. Provision of Electricity in the room, water bills, high speed internet and cleaning of room and common areas. The premises will have an alarm and will have security camera's installed with recording at strategic locations.

8.9. **The Provider** will provide air conditioner during business hours of 8.00 AM to 6 PM, should air conditioner be required outside of business hours, a fee will be charged for this service.

8.10 **Meeting Room:** (Room 10 or any other) based on online booking basis for 10 hours a month to be booked online. The facility has a fridge installed with drinks, which will be billed to the Client on use by basis.

8.11 **Kitchen Facility:** The Provider will include norm cutlery, crockery and supply microwave oven, dishwasher, refrigerator, toaster & sandwich maker on the basis that the Client or their staff use these facility and keep it clean on day to day basis. The service includes supply of tea, coffee and sugar and milk for consumption by the Client and their guests.

8.12 **Printing:** The monthly fee includes printing of 500 pages of black A 4 paper. Any colour printing or printing over 500 pages a month is billed at 10c per page. The facility has a booklet maker for 16 pages and the back office has booklet maker facility of 80 pages - a quote will be provided for these services.

8.13 **Board Room:** The provider has a 16 PAX board room which can be booked on availability basis by the client online. The current cost of the Board Room is \$40 per hour plus GST or \$300 for the day. Full catering can be provided by the Cafe' on site. There is a 65 Inch TV which can used by the Client. Any soft drinks consumed at the time of the meeting will be billed by the Cafe'.



Direct Debit Agreement

Client Service Agreement

This Direct Debit Request (DDR) Service Agreement is issued by Abichandani Family Discretionary Trust

Where the due date falls on a non-business day, we will draw the amount on the next business day. We reserve the right to cancel the drawing arrangements if three or more drawings are returned unpaid by your nominated Financial Institution and to arrange with you an alternate payment method. Dishonour fees will apply against your billing account.

We will keep all information pertaining to your nominated account at the Financial Institution, private and confidential.

Altering the drawing amount and frequency

Where you consider that a drawing has been initiated incorrectly, you should take the matter up with us directly, or lodge a Direct Debit Claim through your nominated Financial Institution.

Your responsibilities

- Ensure that sufficient funds are available in the nominated account to meet a drawing on its due date.
- Ensure that the authorisation given to draw on the nominated account is identical to the account signing instruction held by the Financial Institution where the account is based.
- Advise us if the nominated account is transferred or closed, or account details are changed.
- Arrange with us a suitable alternate payment method if wish to cancel this drawing.

You should direct all enquiries about your direct debit to our ABC Manager.

Visa Card / Mastercard / American Express (circle one)

Name on Credit Card _____

Credit Card Number _____

Expiry Date _____
Day Month Year CVV Number _____

Signature of Card Holder



Acceptable point identification

The following documents are required to be submitted for identification purposes to the Provider at the time of on-boarding for each person occupying our office space. One Primary and One Secondary Document or three Secondary documents as long as one of them has a photo identification

Primary identification documents

Only **one** primary ID document is required

- **International travel document** - a current passport or other identification documentation with the same characteristics as a passport issued by the government or United Nations for the purpose of travel.
- **Birth extract/certificate** - or certified copy.
- **Citizenship certificate** - or certified copy.

Secondary identification documents

Only one secondary ID document is required

- **Government issued license** - or any license issued by law. Must contain a photograph or signature and must be current.
- Medicare Card
- Bank Card or other identification Card
- Any Store card
- **Driver's license** (full or learner permit) - issued by a Road Traffic Authority.
- **Shooter or Security industry license** - issued by Police.
- **Armed Forces identification card** - issued from the Navy, Army or Air force.
- **Government issued Proof of Age cards**. Note: key pass is not a government issued proof of age card.
- **Birth card** (NSW only)