**APPENDIX 1: Glenfern Licence Agreement (Share Arrangement)**

1. **Licence Agreement**

This agreement is made between **…** of **…** (**Licensee**) and Writers Victoria (**Writers Victoria** ASN A0019533Z).

**1.1** This licence agreement relates to Glenfern Writers Studios, Studio **…** (417 Inkerman Street, St Kilda East) (**Studio**) for a period commencing on **1st August 2015** (**Start Date**) and ending on **31st December 2015** (**End Date**) (**the Term**).

**1.2** The licence fee during the Term will be **$...** (GST inclusive) per month (**Licence Fee**), payable monthly in advance on the 1st of each month.

**1.3** The Licence Fee will be reviewed annually. Writers Victoria reserves the right to increase the licence fee with 30 days’ notice.

**1.4** The Term shall not be extended beyond the End Date, unless a prior arrangement is made in writing.

**1.5** The Licensee must not sublet, sublicence or part with possession of the Studio without the written consent of Writers Victoria.

**1.6** Writers Victoria reserves the right to terminate this licence agreement for any reason whatever (including, but not limited to, if the Licensee breaches this licence agreement) at any time by giving the Licensee two business days’ notice.

**1.7** As a licence agreement for a Share Arrangement is only offered to joint applicants, should either of the joint applicants wish to terminate the licence agreement before the End Date, the Licensee agrees to the following:

**1.7.1** The Licensee must provide a minimum of 30 days written notice to Writers Victoria.

**1.7.2** The remaining Licensee agrees to take financial responsibility for the duration of the Term beyond the 30 day notice period, or will find a replacement.

**1.8** The rights granted to the Licensee under this licence agreement are personal and contractual only and do not create any tenancy between the parties.

1. **Deposit**

**2.1** Prior to the Start Date, the Licensee must provide Writers Victoria with a security deposit in an amount of **$...** (**Deposit**), which Writers Victoria will hold on the following conditions:

**2.1.1** The Deposit will be fully refundable within a reasonable time of the End Date, subject to the Studio being left in the same condition, subject to normal wear and tear, as at the Start Date.

**2.1.2** The Deposit may be forfeited should the Licensee fail to provide 30 days written notice for early licence termination. This will be determined at Writers Victoria’s absolute discretion.

**2.1.3** In the event of damage to the Studio or Writers Victoria’s property in the Building beyond fair wear and tear, the Writers Victoria may use the Deposit to cover the damage. The Licensee must pay Writers Victoria, immediately upon invoice, for any damage beyond that which the Deposit covers.

1. **Studio Access and Security**

**3.1** The Licensee acknowledges that:

**3.1.1** The Licensee must provide Writers Victoria with a current Police Check before the Start Date in order to use the Studio.

**3.1.2** Should the Licensee fail to provide a Police Check prior to the Start Date, the Licensee:

* will not be able to begin their residency until the Police Check has been received; and
* will be required to pay the Licence Fee for the first month (not pro rata equivalent).

**3.1.3** Should the Licensee fail to provide a Police Check after 30 days of the Start Date, or if the Police Check identifies anything unsatisfactory to Writers Victoria, this licence agreement will not proceed and the Licensee will forfeit the Deposit and will be required to pay the full Licence Fee for the first month.

**3.1.4** It is the responsibility of the Licensee to undertake an induction at to the building (of which the Studio forms part) (**Building**) on or after the Start Date (at a time to be mutually agreed upon).

**3.1.5** Access to the Studio is through a shared main entrance.

**3.1.6** There is a key and an alarm code, which will be given to the Licensee during the induction process. The Licensee must keep this code confidential at all times.

**3.1.7** The key opens the front door to the Building, the external toilets, internal access doors and the Studio.

**3.1.8** The key will allow access to the Building between 7 am to 11 pm, seven days a week.

**3.1.9** The Building is not zoned residential and the Licensee must not stay overnight.

**3.1.10** TheLicensee must ensure that the entrance door to the Building (near the car park) is locked at all times.

**3.1.11** If the Licensee is the last occupant to leave the Building, the Licensee must check that the entrance door and the doors to the common room are locked and the Licensee must turn on the alarm.

**3.1.12** The Licensee must not invite visitors or hold events in the Building or the Studio without prior written permission from Writers Victoria.

**3.1.13** The Licensee must use the Studio as a writing studio and for no other purpose (unless agreed in writing with Writers Victoria).

1. **Repair & maintenance and end of Lease obligations**

**4.1** The Licensee must:

* + 1. Keep the Studio clean and tidy at all times during the Term;
		2. Maintain the condition of the Studio during the Term;
		3. Pay for any damage to the Studio or Writers Victoria’s property caused by the Licensee;

**4.1.4** Not make any alterations or changes to the Studio;

**4.1.5** Comply with all laws relating to the Licensee’s occupation of the Studio;

**4.1.6** At the end of the Term, remove all of the Licensee’s property and return the Studio and Writers Victoria’s property in the Studio to their condition as at the Start Date, less fair wear and tear; and

**4.1.7** At the end of the Term, return any keys to Writers Victoria. Should the Licensee fail to return the keys on the End Date, the Licensee must pay Writers Victoria, immediately upon invoice, for additional keys to be cut.

**4.2** Writers Victoria retains the right to dispose of any property that has not been collected after fourteen days from the End Date or fourteen days following non-payment of invoice (whichever is sooner), unless a prior arrangement has been made in writing with Writers Victoria.

1. **Facilities**

**5.1** As the Building is a National Trust property, the Licensee acknowledges that due care must be taken in its use, protection and preservation.

**5.2** There is no phone or internet connection in the Building.

**5.3** The Licensee may use thekitchen and the common room in the Building for their intended uses provided that at all times the Licensee leaves the areas clean and tidy.

**5.4** The Licensee acknowledges that parking by the Licensee is only allowed in the Building car park in the designated areas.

1. **Insurance**

**6.1** Writers Victoria carries public liability insurance for the Building however the Licensee may choose to insure itself against theft or damage of personal property.

**6.2** The Licensee must notify Writers Victoria about any lost or damaged items.

1. **Glenfern: Code of Conduct**

**7.1** The Licensee acknowledges that the Building is a shared space for the Licensee at all stages of development to concentrate on their writing. The successful operation of the Building depends on everyone respecting the needs of other people in the Building.

**7.2** The Licensee must comply with the following Code of Conduct:

**7.2.1** It is expected that the Studio will be used by the Licensee on a regular basis. If the Licensee is unable to do this, it must notify Writers Victoria.

**7.2.2** TheLicensee must be considerate and respectful of other occupants of the Building at all times.

**7.2.3** TheLicensee must not enter any other studio without consent.

**7.2.4** TheLicensee must not remove any items from the Building that do not belong to them.

**7.2.5** The Licensee must not make excessive noise within their Studio or common areas that may disturb others.

**7.2.6** The Licensee may have a mobile phone in the Building but must ensure it is switched to quiet.

**7.2.7** If the Licensee experiences any difficulties or concerns with other occupants of the Building, the Licensee must contact Writers Victoria in the first instance.

**7.2.8** The Building is shared with the Team of Pianists who use the Building on a part-time basis. Should this cause any disturbance to the Licensee, the Licensee should contact Writers Victoria in the first instance.

**7.2.9** The Licensee acknowledges that the Building is a smoke-free zone.

1. **Publicity**

**8.1** The Licensee agrees to write and provide Writers Victoria with a 600-word article during their Licence for publication in the National Trust magazine, National Trust website, Writers Victoria website or Writers Victoria magazine.

1. **Indemnity and release**

**9.1** The Licensee indemnifies and releases Writers Victoria for any loss, cost, death or damage (**Loss**) suffered by the Licensor and caused or contributed to by the Licensee except to the extent the Loss is caused or contributed to by the Licensor.

1. **Electrical Items**

**10.1** It is the responsibility of the Licensee to ensure that all electrical equipment and/or appliances brought into the Building are tested and tagged.

**Executed as a deed by:**

**...................................................................... .......................................................................**

**Signed by Writers Victoria Signed by Licensee**