



LICENCE TO USE DEPARTMENT OF EDUCATION AND TRAINING PREMISES FOR OUTSIDE SCHOOL HOURS CARE SERVICE – PART 1

Privacy Notice: The Principal is collecting Personal Information from the Supplier for the purpose of administering the Licence to use Department of Education and Training Premises. Personal Information may be shared with Queensland Government agencies and bodies, non-government organisations and other governments in Australia for that purpose. Personal Information may be made publicly available in accordance with the requirements of the Queensland Government's procurement policy and for the purpose of communicating the Licence to eligible Customers. An individual is able to gain access to Personal Information held by the Customer about the individual in certain circumstances.

Item 1. Name of School where Outside School Hours Care (OSHC) Service is located

(to be completed by the school)

Item 2. Address of School where OSHC Service is located

(to be completed by the school)

Item 3. Name of Licensors

State of Queensland (represented by the Department of Education and Training)

Item 4. Address of Licensors

Education House, 30 Mary Street, Brisbane QLD 4000

Item 5. Licensors Contact for Notices – The School (to be completed by the school)

Person/Position:		Address:	
Telephone:	Facsimile:	Email:	
Emergency Telephone:			

Item 6. Name of Licensee

	ABN:
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Item 7. Address of Licensee

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Item 8. Licensee Contact for Notices

Person/Position:		Address:	
Telephone:	Facsimile:	Email:	

Item 9. School Land Description (to be completed by the school)

Lot Number:	County of:	Parish of:	Title Reference:
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Item 10. Commencement Date (to be completed by the school)

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Item 11. Termination Date

Five (5) years from Commencement date. With the option to extend for two periods of up to two (2) years each, dependent upon performance.

Item 12. Hire Charges (to be completed by the school)

Amount:	(GST Ex)	Payment Term/s: Quarterly	Method of Payment: EFT
Costs included in Hire Charge • Use of building and contents • Use of school grounds, multi-purpose court and play areas (see condition 14)			
Hire Charges will remain fixed for the initial 12 months and future Hire Charges may be renegotiated at that time.			

Item 13. Outgoings (to be completed by the school – refer Section 3, Specifications - 4.3)

Amount:	(GST Ex)	Payment Term/s: Quarterly	Method of Payment: EFT
Costs included in Outgoings • Rates • Electricity • Water (where not separately metered) • Cost of consumables in school toilets • Mowing of OSHC grounds (as agreed) • Maintenance of facility • Initial pest control – School to ensure this is provided prior to commencement • Initial carpet cleaning - School to ensure this is provided prior to commencement			
Licensee is responsible for all other expenses including • Telephone • Cleaning and cleaning consumables • Ongoing Pest Control • Ongoing Carpet Cleaning • Internet • Insurances			
Outgoings will remain fixed for the initial 12 months and future Outgoings may be renegotiated at that time.			

Item 14. Description of Premises (including a map/plan) to be used by Licensee

<<insert description of the facilities>>

See the attached map at Part 2

Should the school have a requirement to change or remove any of the facilities listed in Item 14 and the attached map, during the life of this agreement, the school is required to discuss and reach agreement with the Licensee on suitable alternative facilities.

In the event of any building rectification which requires the closure of the Licensed facilities e.g. asbestos rectification, the school is required to notify the Licensee at the earliest possible time and both parties will meet and agree on the service delivery for the period covered by the facility closure.

Item 15. Permitted Use (to be completed by the school)

The Premises are permitted for use by the Licenser for the times specified in Item 16 for the purpose of the provision of care to children enrolled in the Outside School Hours Care service.

The Licenser reserves the right to use, change or amend school facilities which may be utilised by the service due to operational necessity after consultation with the Licensee.

Item 16. Time/s of Use (to be completed by the school)

Period	Time
Morning	From: XXXX to XXXX
Afternoon	From: XXXX to XXXX
Student Free Day	From: XXXX to XXXX
Vacation care	From: XXXX to XXXX

Item 17. Fees (inc GST) (to be completed by the school)

Service	Full Fee – No rebate	Part Time Fee – No rebate	Casual Fee – No Rebate
BSC			
ASC			
VC			
SFD			
Fees will remain fixed for a period of twelve (12) months from Commencement Date Changes to Fees cannot be implemented until agreed in writing by the School Principal			

No fees or charges other than those outlined in this Licence may be applied during the Term of the Licence Agreement without the express written approval of the School Principal.

Fees and charges remain fixed for twelve (12) months from the Commencement Date. The Licensee is required to submit any request for fee increases in writing eight (8) weeks before the intended implementation and the School Principal or his/her representative must agree to the increase in writing before the fee variation can be implemented. Such requests must include evidence to substantiate the basis of the proposed fee increase (e.g. CPI, increases in Labour award rates). Fee decreases can be implemented at any time, after notifying the School Principal of the intended decrease.

Other Fees Chargeable	Fee Amount
• Enrolment, Membership or Application fee (please indicate)	
• Late pick-up fee	
• Absence fee (no advice, or less than 48 hours advice)	
• Absence fee (advised at least 48 hours)	

prior to service)	
• Casual booking fee	
• No hat fee	
• Any other fees/charges (expand table as required)	
Fee range for incursions	
Fee range for excursion	
Other Charges are to remain fixed for twelve (12) months from Commencement Date. Other fees cannot be implemented until agreed in writing by the School Principal.	
Financial Administration	Provide Details
• Payment Term	
• Payment Method	

Item 18. Licensor's Equipment to be used by Licensee (to be completed by the school)

The Licensor proposes to make available the following equipment:

<< insert a list School equipment that will be utilised by the service. >>

Item 19. Licensee's Equipment to be used by School

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Item 20. Area available for storage use by Licensee (to be completed by the school)

The Licensor will make available:

<< insert a list School Storage areas that will be utilised by the service. >>

Item 21. Maintenance

The Licensee will submit:

- For the approval of the School Principal, within ten (10) Business Days of commencement of services, a proposed process for the reporting of facilities maintenance. This is to be in accordance with existing school processes.
- As outlined in Section 7 of the Conditions of the Licence Agreement, scheduled maintenance will be conducted by the Licensor however the Licensee will be responsible for any damage that occurs during the use of the Premises and such repair will be completed to the satisfaction of the Licensor. The Licensee is responsible for the repair or replacement of any property or equipment where such property requires repair or replacement due to the activities or use by the Licensee.
- The Licensee must immediately notify the Licensor of any damage to property or need of repair, whether resulting from the Licensee's activities or noticed during the activity but not resulting from the activities of the service.

Item 22. Complaint process



Item 23. Reporting (additional reports required need to be inserted by the school)

The Licensee will provide the following reports to the School Principal:

- A written report, prior to the commencement of services, detailing the name, qualifications together with a photocopy of the current positive notice issued by the Commissioner for Young People and Child Guardian (Blue Card) or receipt of application and contact details for all specified personnel;
- A written report, prior to the commencement of any new specified personnel, detailing the name and contact details of the alternate personnel together with a photocopy of the current positive notice issued by the Commissioner for Children and Young People and Child Guardian (Blue Card) for each new specified personnel or receipt of application;
- A monthly written report, within 15 Business Days of the end of the month, detailing:
 - usage levels and vacancies for the preceding month;
 - all complaints received in the reporting period, action taken to resolve complaints and the timeframe for resolution.
 - waiting lists.
- Within ten (10) Business Days of receipt, any Formal Compliance Directive issued to the Service by the Regulatory Authority in respect of the Service conducted on the Licenced Premises.

The Licensee will submit:

- Prior to the commencement of services, a copy of the written policies and guidelines required by the applicable licence for conducting a service to the school Principal.

On an annual basis the Licensee will provide a copy of the following to the school Principal:

- Result of any National Quality Framework (NQF) Audits;
- Current Suitability Notices for all specified employees;
- Copies of any renewed Insurances (these should be supplied to the school within five (5) days of renewal;
- Licensee is required to report any instance where they have been penalised for a breach of or non-compliance with National Quality Framework requirements or the Service has been assessed and rated as **Significant Improvement Required** under the National Quality Framework in the past 12 months. If the Licensee has been found guilty with a breach or non-compliance in the past 12 months, then Licensor reserves the right to terminate the Licence Agreement.

The Licensee is required to:

- Report to both the Licensor and the DETE Corporate Procurement Branch, within ten (10) Business Days of receipt, any Formal Compliance Directive issued to the service by the Regulatory Authority in respect of the Service conducted on the Licenced Premises. The Licensee is required to provide, to the DETE Corporate Procurement Branch, a quarterly report detailing all Formal Compliance Directives issued by the Regulatory Authority for any Services conducted by the Licensee in the State of Queensland as well as the outcomes of the formal compliance process.

Item 24. Key Performance Indicators

The following Key Performance Indicators (KPIs) will be used to monitor performance:

- **Complaints**
 - Complaints must be addressed within five (5) Business Days of notification of the complaint.
- **Payment of outgoings/hire charges**
 - All payments made within the timeframe as agreed within the Licence.
- **Reporting**
 - All reporting must be provided within the timeframes detailed in Item 23.
- **Customer Satisfaction**
 - Complaints received should not exceed 3% of families utilising the service per month.

Achievement of KPIs will be measured through the following metrics:

- complaints addressed outside of the timeframe should be less than 3% of the total number of complaints lodged in the reporting period (one calendar month).
- payments made by the dates in the Licence.
- all reporting must be accurate, submitted within the agreed timeframes and contain all details required.
- randomly selected customers are to be surveyed six monthly, by the school regarding customer satisfaction with respect to complaint resolution, service and support. The number of end users dissatisfied with services must be less than 3% of the end-users serviced by the Pre-qualified Provider in the reporting period (six monthly).

Performance Management

- Upon one failure to reach one or more Performance Measures in a single measurement period the Licensee must provide the School Principal with a list of rectification actions and a timeline for implementing these rectification actions.
- Failure to meet the same Performance Measure in two consecutive measurement periods; the Licensee must provide details of preventative actions and a timeline for implementing the preventative actions. The matter is escalated to senior management of both the Licensor and the Licensee for resolution.
- Failure to reach one or more Performance Measures three (3) times in three (3) reporting periods or failure to action preventative measures; the Licensee may be considered to be in material breach of the Licence and the Licence may be cancelled.

Formal Performance Review

- The School Principal or an Officer designated by the School Principal will conduct a formal review of the Licensee's performance on a regular basis. This review is to include a face to face meeting and provision of a written report to the Licensee and at a minimum is to be conducted at the end of years one (1), three (3), five (5) and seven (7) of the Licence Agreement and this formal review will form the basis of any extension of the Licence. This process should also be undertaken in year nine (9) prior to the undertaking of a new tender process.

Item 25. Other Conditions

Pre-qualified Panel Requirements

The Licensee is required to comply with the terms, conditions and specifications detailed in their Pre-Qualified Panel arrangement Deed of Agreement (DETE-101234) where applicable.

Licensee's Staff

In the operation of the Outside School Hours Care services, the school Principal reserves the right to, both refuse a Licensee's individual staff member prior to commencement at the School and request a replacement or request the Licensee replace an existing staff member whom the school deems as unsuitable.

Enrolment Preference

Preferential enrolment to students enrolled at the school where the OSHC service is provided is to be implemented. A waiting list should be implemented for students enrolled at other schools and the service should only accommodate these students should they have the capacity and resources to do so.

Food

All food will be prepared by the Licensee in accordance with the Physical Activity and Nutrition Outside School Hours (PANOSH) Food Safety guidelines as endorsed by Queensland Health.

Program

Programs must be reflective of the National Quality Framework and offer a variety of activities to accommodate the different interests and needs of the students, inclusive of students with a disability or special needs.

Availability of quality resources/play equipment

All programs are required to deliver quality and diverse planned activities incorporating the use of quality resources and play equipment for children.

Religious Instruction

Religious Instruction is not part of a school's Out of School Hours Care Service.

An Out of School Hours Care Service provided by a religious organisation must show respect for all religious and non-religious beliefs and other stances represented in the school community.

All activities and events provided within an Out of School Hours Care Service are to be non-discriminatory and equitably available to students of all beliefs who choose to participate.

Key Personnel and any other staff of an Out of School Hours Care Service must avoid any implications that any one religion, denomination or other set of beliefs is advantageous or superior to any other denomination, religion or belief.

Term

The initial Term of the Licence is five years from the Commencement Date. Two (2) extension periods of up to two years each in duration will be available at the Licensor's sole discretion, totalling nine (9) years. The Licensor will undertake to assess the Licensee's performance on a regular basis and prior to exercising any extension options (see Formal Performance Review Item 24).

Co-Investment (GST Inc)

Value-Adds

(If Applicable)

Meetings

Cleaning

Marketing/Communication Plan

Implementation/Transition/Continuity Plan

Security

- It is the responsibility of the Licensee to ensure that all facilities and equipment used by the Licensee at XXXX State School are secured and locked at the close each day.
- It is the responsibility of the Licensee to ensure that all alarms for areas of XXXX State School used by the Licensee are set at the close of each day. Any associated costs for alarm call outs and attendance by security services/emergency services due to failure to set alarms at areas of XXXX State School under the use of the Licence, or false alarms associated with the use of these areas by the Licence, shall be met by the Licensee.

Minimum Enrolment Numbers

Detailed below are the enrolment numbers that the Provider considers to be the minimum number required to ensure a viable OSHC Service can be provided at this school.

SERVICE PROVIDED	MINIMUM ENROLMENTS
Before School Care (BSC)	XX average per session
After School Care (ASC)	XX average per session
Student Free Days (SFD)	XX average per session
Vacation Care (VC)	XX average per session

Item 26. Execution

Licensor Signature of Authorised Officer Name of Authorised Officer	Execution Date / /	Licensor Signature of Witness Name of Witness
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Licensee Signature of Authorised Officer Name of Authorised Officer	Execution Date / /	Witness Signature of Witness Name of Witness
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The person signing warrants that they have authority to sign this Agreement for the Licensee.

**LICENCE TO USE DEPARTMENT OF EDUCATION AND TRAINING
PREMISES FOR OUTSIDE SCHOOL HOURS CARE SERVICE
PART 2 — SCHOOL PLAN**

See attached Plan

DRAFT EXAMPLE

**LICENCE TO USE DEPARTMENT OF EDUCATION AND TRAINING
PREMISES FOR OUTSIDE SCHOOL HOURS CARE SERVICE**

Conditions of the Licence

- The Principal reserves the right to issue amended Conditions of Licence prior to entering into the Agreement, as and when required.

1. DEFINITIONS

- 1.1 In this Agreement unless the context otherwise requires or the contrary intention appears, the following terms have the meanings assigned to them:
- 1.2 **"Agreement"** means Parts 1 and 2 of this document and any other Annexure or Schedule to this document.
- 1.3 **"Business Day"** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for business in Queensland.
- 1.4 **"Commencement Date"** means the day on which this Agreement commences as set out in Item 10 of Part 1.
- 1.5 **"Hire Charges"** means the amount specified in Item 12 of Part 1.
- 1.6 **"Land"** means the land described in Item 1 of Part 1, which is owned by or under the control of the Licensor.
- 1.7 **"Licence Year"** means each separate year of the Term of this Agreement, the first License Year commencing on the Commencement Date.
- 1.8 **"Licensor"** means the person named in Item 3 of Part 1.
- 1.9 **"Minister"** means the Minister for Education, Training and Employment or its successors.
- 1.10 **"Parking Areas"** mean the area that is available for use for parking during the time the Licensee has a licence to use and occupy the Premises as identified on the plan set out in Part 2.
- 1.11 **"Permitted Use"** means the use of the Premises as described in Item 15 of Part 1.
- 1.12 **"Premises"** means that part of the Land, including buildings, that is licensed to the Licensee in accordance with the terms of this Agreement as identified by on the plan in Part 2 and the equipment identified in Item 14 of Part 1.
- 1.13 **"Principal"** means the Principal of the School.

- 1.14 **"P&C"** means the Parents and Citizens Association of the School.
- 1.15 **"Routes of Access"** means the area that is to be used as access during the time the Licensee has a licence to use and occupy the Premises as identified on the plan set out in Part 2 and varied, from time to time, by the Principal.
- 1.16 **"Licensee"** means the person named in Item 6 of Part 1.
- 1.17 **"School"** means the School identified in Item 1 of Part 1.
- 1.18 **"Termination Date"** means the day on which this Agreement terminates as set out in Item 11 of Part 1.
- 1.19 **"Term of this Licence Agreement"** means the period this Agreement will be in effect.

2. INTERPRETATION

- 2.1 A reference to a statute, regulation, ordinance or local law shall be deemed to extend to all statutes, regulations, ordinances or local laws amending, consolidating or replacing the same.
- 2.2 Where the day on or by which anything under this Agreement is to be done is a Saturday, Sunday or public holiday in Queensland, such thing may be done on the next Business Day in Queensland.
- 2.3 A covenant or agreement on the part of two or more parties shall be deemed to bind them jointly and severally.
- 2.4 Unless otherwise specified, the covenants and obligations of the parties to this Agreement shall be construed as if each such covenant or obligation is a separate and independent covenant made by one party in favour of the other.
- 2.5 In the case of any inconsistency between the Parts and Schedules to this Agreement and a clause in this Part, the provisions of the clause shall prevail to the extent of the inconsistency.
- 2.6 A reference to any authority, association or body, whether statutory or otherwise, shall be deemed to refer to any authority, association

LICENCE TO USE DEPARTMENT OF EDUCATION AND TRAINING PREMISES FOR OUTSIDE SCHOOL HOURS CARE SERVICE

or body established or constituted in lieu thereof or succeeding, as nearly as may be, to the powers or functions thereof.

- 2.7 The singular shall include the plural and vice versa.
- 2.8 Words importing one gender shall include a reference to all other genders.
- 2.9 Where the context permits, reference to the Licensee shall extend to the members, servants, agents and invitees of the Licensee.

3. LICENCE

- 3.1 The following documents constitute the entire Licence between the Licensor and the Licensee:
 - (1) This Licence document,
 - (2) Section 3 Specification of ITO,
 - (3) The Licensee's Offer; and
 - (4) The Pre-Qualified Panel Arrangement
- 3.2 The Licence shall expire on the date set out in Item 11 of Part 1 of the Licence.
- 3.3 The Licensee shall immediately surrender or transfer their Service Approval to the issuing authority upon expiration of the Licence.
- 3.4 The Licensor grants to the Licensee and the Licensee accepts a licence to use and occupy the Premises in common with the Licensor and all others with similar rights for the Term of this Agreement, on the terms and conditions set out in this Agreement.
- 3.5 For the purpose of obtaining access to the Premises, the Licensor authorises the Licensee to use the Routes of Access.
- 3.6 The Licensee will not use the Premises for any purpose other than the Permitted Use, and the times of use set out in Item 16 of Part 1.
- 3.7 The rights conferred by this Agreement rest in contract only and shall not infer an intention to create in, or confer upon the Licensee any tenancy, estate or interest in the Premises.

4. HIRE CHARGES

- 4.1 The Licensee agrees to pay to the Licensor the hire charges as set out in Item 12 of Part 1 and at the time/s and by the method set out in that Item.

5. HIRE CHARGE/ FEE CHARGE REVIEW

- 5.1 Both the Hire Charge and the Fees payable are to be reviewed annually.
- 5.2 The annual Hire Charge sum payable in the year under review will not be less than that paid in the year immediately preceding unless exceptional circumstances prevail. In that case the school may approve a decrease in the hire charge due.
- 5.3 Where the Licensee seeks to have an increase in fees, they are required to provide written justification with the request.

6. OUTGOINGS

- 6.1 Item 13 of Part 1 sets out whether the Licensor or the Licensee is responsible for the costs, outgoings and expenses ("Outgoings") connected with the Licensee's use of the Premises. These Outgoings include but are not limited to water, electricity, gas and telephone charges, cleaning.
- 6.2 If the Licensee is responsible for all or part of the outgoings and the Licensor and Licensee agree that the Licensee shall pay the Licensor for the outgoings on a pro rata basis then the formula for this pro rata basis is set out in Item 13 of Part 1 if applicable.
- 6.3 If the Licensee is responsible for all or part of the outgoings the Licensor shall not be liable in any way for any such outgoings.
- 6.4 If the Licensee is responsible for all or part of the outgoings the Licensee indemnifies the Licensor in respect of the outgoings.

7. MAINTENANCE & REPAIR

- 7.1 In its use of the Premises, the Licensee shall—
 - (a) take reasonable care of the Premises and all fixtures, fittings, equipment, and other property which the Licensor permits the Licensee to use for the purposes of this Agreement;
 - (b) following each occasion of use, leave the Premises in as near as the condition as it existed at the Commencement Date; and
 - (c) be responsible for the cost of repair or replacement of any property of the Licensor where such repair or replacement is due to the activities of or use by the Licensee.
- 7.2 The Licensee shall not make or cause to be made any alteration, additions or

LICENCE TO USE DEPARTMENT OF EDUCATION AND TRAINING PREMISES FOR OUTSIDE SCHOOL HOURS CARE SERVICE

improvements to the Premises without approval from the Licensor.

7.3 If the Premises are at any time during the term of this Agreement damaged or destroyed by fire, lightning, storm, flood, tempest, earthquake, explosion, fusion, subsidence, act of God, riot, civil commotion, strikes, enemy action or malicious damage or otherwise without fault on the part of the Licensee, then the hire charges payable under this Agreement after the date of that damage or destruction (or a fair and just proportion thereof according to the nature and extent of the damage) will be suspended and cease to be payable until the Premises is rebuilt, reinstated and repaired so as to be fit for occupation, use and enjoyment by the Licensee.

7.4 The Licensor may, at its option, elect whether to repair the damage to the Premises. If the Licensor elects not to repair such damage, then either party may terminate this Agreement by notice in writing to the other party.

7.5 If this Agreement is terminated pursuant to clause 7.4 the Licensee has no right to a claim for compensation.

7.6 The Licensee shall be required, at its own cost, to remove from the Premises all fittings, equipment, furniture and other articles of property contained in or about the Premises which belong to the Licensee—

(a) on expiration of this Agreement; or

(b) upon earlier termination of this Agreement;

and the removal of such property shall be within 30 days of such expiration or earlier termination. In effecting such removal, the Licensee shall cause as little damage as possible to the Premises and make good to the reasonable satisfaction of the Licensor any damage that may be occasioned to the Licensor's property by such removal.

8. ASSIGNMENT

8.1 The Licensee must not assign, sub-licence or in any manner part with the use and occupation of the Premises or assign the benefit of this Agreement.

9. ADVERTISING

9.1 The Licensee must not erect or display advertising material on the Premises without the written approval of the Licensor.

9.2 Advertising to promote the activity at the Premises must not be used unless the Licensee has received the prior written approval of the Licensor.

9.3 As a guide, the Licensor will not approve advertising that—

(a) is of a nature that might imply that the School or Department of Education, Training and Employment is involved with or endorses the thing or activity advertised;

(b) refers to the premises other than to show the location of the venue;

(c) is, in the Licensor's opinion, objectionable.

10. PRIVACY

10.1 The Licensee must not access, record, use, disclose or retain any personal information obtained from the occupation of or use of the Premises.

11. LICENSOR'S COVENANT

11.1 The Licensor will promptly pay all outgoings not payable by the Licensee under the terms of this Agreement.

12. INDEMNITY

12.1 The Licensee indemnifies, releases and discharges the Licensor from and against all actions, proceedings, claims, demands, costs, losses, damages and expenses which may be brought against or made upon the Licensor or which the Licensor may pay, sustain or be put to by reason of, or in consequence of or in connection with the occupation and use of the Premises except to the extent of any negligent act of the Licensor or their servants or agents.

13. INSURANCE

13.1 The Licensee shall, if required and for the term of this Agreement, take out and maintain:

(a) a policy of insurance in accordance with the *Workers' Compensation and Rehabilitation Act 2003*;

(b) a policy of personal accident insurance for all volunteer workers.

13.2 The Licensee must take out a public liability policy of insurance for an amount of not less than ten million dollars (\$10m) per occurrence with an insurer approved by the Licensor. The public liability policy of insurance must note the

LICENCE TO USE DEPARTMENT OF EDUCATION AND TRAINING PREMISES FOR OUTSIDE SCHOOL HOURS CARE SERVICE

rights and interests of the Licensor in this Agreement including those set out in Clause 13 of this Agreement. The Licensee must maintain the policy during the term of this Agreement. The policy must contain an undertaking by the insurer to notify the Licensor in writing not less than 30 days prior to any material change in terms, cancellation or other termination of the policies.

- 13.3 If the Licensor in writing requests the Licensee to provide evidence of the public liability insurance and the Licensee does not provide evidence satisfactory to the Licensor within 14 days of receiving the request, then the Licensor may take out the insurance. Any premiums paid by the Licensor for the insurance shall be a debt due from the Licensee to the Licensor.

14. TERMINATION UPON NOTICE

- 14.1 Subject to clause 14.2 either party to this Agreement may terminate this Agreement at any time upon giving the other party 3 months' notice in writing of its intention to do so.
- 14.2 If the Land is reserve land pursuant to the Land Act 1994 the Minister responsible may cancel the Agreement by giving 28 days' notice if—
- 14.3 the Licensee does not comply with the conditions of the Agreement; or
- 14.4 the Minister is satisfied cancellation would be in the public interest.
- 14.5 If the Agreement is cancelled pursuant to clause 14.1, the Licensee has no right to a claim for compensation.

15. TERMINATION FOR DEFAULT

- 15.1 If the Licensee fails to comply with, observe or perform any of its obligations under this Agreement, the Licensor may, by notice in writing to the Licensee, request the Licensee to remedy the failure within 14 days after the date that the notice is given.
- 15.2 If —
- (a) the Licensee fails to comply with a notice under this clause; or
 - (b) an application is made or a resolution is passed for the winding up of the Licensee; or
 - (c) a receiver or official manager is appointed; or

- (d) any step in insolvency proceedings is taken by or against the Licensee; or
- (e) the incorporation of the Licensee is cancelled; or
- (f) the Licensee ceases to carry on business; or
- (g) at any time the Licensee does not hold the appropriate accreditations, approvals and licenses in terms of the National Quality Framework for Early Childhood Care and Education and relative federal and state legislation and regulations

then the Licensor may terminate this Agreement by giving 28 days' notice in writing to the Licensee.

- 15.3 If this Agreement is terminated pursuant to this clause 15, then the Licensee shall reinstate the Premises to the same condition the Premises were in as at the Commencement Date, fair wear and tear excepted.
- 15.4 If this Agreement is terminated pursuant to this clause 15, then the Licensee shall immediately surrender their Service Approval to the Issuing Authority.
- 15.5 Termination pursuant to this clause 15 shall be without prejudice to any rights that either party may have against the other arising out of or connected with this Agreement prior to the date of termination.

16. WARRANTIES

- 16.1 The Licensor does not warrant that the Premises are safe, fit, suitable, or adequate for the Permitted Use and all warranties able to be excluded by law are excluded.
- 16.2 The Licensee acknowledges that—
- (a) the Licensee is satisfied that the Premises are fit for the Permitted Use;
 - (b) the Premises are in good condition; and
 - (c) the Licensee warrants that it has taken reasonable steps to satisfy itself that the Premises are fit for the permitted use and safe from risk to any person.

17. RULES

- 17.1 The Licensor (acting through the School Principal) may from time to time implement rules with which the Licensee must comply, relating to:

LICENCE TO USE DEPARTMENT OF EDUCATION AND TRAINING PREMISES FOR OUTSIDE SCHOOL HOURS CARE SERVICE

- (a) the use, safety, care and cleanliness of the School;
- (b) the preservation of good order and lawful activity in the School and the Outside School Hours Care Service;
- (c) the comfort of persons lawfully using the School;
- (d) the location of garbage and refuse pending its removal;
- (e) the location and or closure of the car park or the common areas or any part thereof;
- (f) any other matter relevant to the administration of the School.
- (g) temporarily close the school and all operations conducted on the site

The rules in force at the commencement Date are set out in Part 4.

- 17.2 The Licensor may from time to time, and at its discretion, amend, repeal or add to the rules by notice in writing to the Licensee.

18. EXCLUSION OF TRESPASSERS

- 18.1 Notwithstanding anything else contained or implied to the contrary in this Agreement, the Licensor may at any time, and from time to time, and for so long as it shall think fit, exclude and restrain any person or persons from entering upon or using or occupying any part of the Land other than bona fide Licensors, patrons, delivery persons or service suppliers, employees, agents and invitees of the Licensee or of the other users of the School who make use of the Land in accordance with the rules of the Licensor.

- 18.2 Without in any way limiting the meaning of the term "bona fide", a person is deemed not to be bona fide if the person:

- (a) enters upon the Land or makes use of the Premises in breach of the Licensor's rules;
- (b) is notified of the breach of rules; and
- (c) Commits a further breach of the same rules or other rules.

19. REVOCATION OF LICENCE TO ENTER

- 19.1 Whenever requested to do so by the Licensor, the Licensee must give written notice to any person who:

- (a) fails to observe the rules of the Licensor; or
- (b) is deemed not to be bona fide,
- (c) revoking any right to enter upon any part of the School and the Land.

20. DISPUTE RESOLUTION

- 20.1 The parties shall seek to settle any dispute arising in connection with this Agreement by negotiation, mediation or conciliation between the parties. In any such proceeding, each party may at its election be represented or accompanied by a qualified legal practitioner.

- 20.2 For the avoidance or settlement of disputes, and for the better management of this Agreement, the parties each nominate contact persons in accordance with Item 5 and Item 8 of Part 1.

21. ENTIRE AGREEMENT

- 21.1 This Agreement constitutes the entire agreement between the parties. Any prior written or oral agreement, arrangement or understanding in respect of the subject matter of this Agreement is superseded.

22. COSTS

- 22.1 The Licensee will pay:

- (a) the Licensor's costs of and incidental to the negotiation, preparation and execution of this Agreement;
- (b) any stamp duty payable in respect of this Agreement; and
- (c) any other costs of and incidental to the completion of this Agreement.

23. COMPLIANCE WITH LAWS

- 23.1 The Licensee must comply with all relevant laws and the requirements of any statutory authority while using the Premises including but not limited to:

- (a) The applicable license for conducting a centre based service issued pursuant to the Education and Car Services National Law and Regulation 2011;
- (b) Current "blue card" issued by the Commission for Children and Young People and Child Guardian which indicates that a person is eligible to work with children and young people in Queensland, pursuant to the Working with

LICENCE TO USE DEPARTMENT OF EDUCATION AND TRAINING PREMISES FOR OUTSIDE SCHOOL HOURS CARE SERVICE

Children (Risk Management and Screening) Act 2000;

- (c) Registration with the National Childcare Accreditation Council.
- (d) Assessment and Rating is conducted by Australian Children's Education and Care quality Authority (ACECQA).

23.2 The licensee must provide written evidence of compliance with the requirements referred to in Clause 23.1.

23.3 Nothing expressed or implied in the provisions of this Agreement shall derogate from the Licensee's liability, responsibility, duty or obligation to comply with the provisions of any Act, rule, regulation, local law or any other law in force from time to time in respect of the Land and the Premises.

23.4 The Licensee acknowledges that it will prepare and lodge (at its cost) any development application required by the local government to allow the Licensee to use the Premises for the Permitted Use. The Licensee will comply with all conditions imposed by the local government in relation to the development application.

24. GOVERNING LAW

24.1 This Agreement will be governed by and construed according to the laws of the State of Queensland and the parties agree to submit to the jurisdiction of the courts of the State of Queensland.

25. WAIVER

25.1 No right under this Agreement shall be deemed to be waived except by notice in writing signed by each party.

26. VARIATION

26.1 No variation to this Agreement shall be valid unless it is in writing and signed by both parties.

27. NOTICES

27.1 Any notice, demand, consent or other communication required to be given under this Agreement will be deemed to have been given—

- (a) if sent by prepaid mail, two Business Days following posting;
- (b) if hand delivered, on the date of delivery;

(c) if faxed, upon an apparently successful transmission being noted by the sender's facsimile machine.

27.2 The respective addresses for service of the parties are set out in Item 5 and Item 8 of Part 1.

28. INTERESTS ON UNPAID MONIES

28.1 The Licensee is to pay interest to the Licensor on any monies due and payable under the Agreement, and on any judgment in favour of the Licensor in an action arising from the Agreement until all outstanding monies, including interests are paid in full. The rate of interest is at a rate equal to the Commonwealth Bank of Australia's monthly overdraft index rate on the amount of any account that is not paid within thirty (30) days of the date of the account.

29. NO SMOKING

29.1 The Licensee, including all employees, agents and invitees of the Licensee, must not smoke on the Premises during the term of the Agreement.

30. GST

30.1 For the purposes of this clause "GST" has the same meaning as in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

30.2 The parties acknowledge that the Hire Charge is inclusive of GST.

31. P & C LIQUOR APPROVAL

Not Applicable to this Licence.

32. APPROVAL FOR USE

32.1 The execution of this Agreement by the Licensee constitutes an application in writing to the Minister or authorised officer for permission to use the Premises.

32.2 The execution of this Agreement by the Licensor constitutes written notice to the Licensee of approval, subject to the conditions of this Agreement, of the application by the Licensee for permission to use the Premises.

33. RIGHT OF ENTRY

33.1 The Licensor reserves the right to inspect all premises being utilised by the Licensee under this agreement. Inspections would be arranged by contacting the Licensee via phone to

**LICENCE TO USE DEPARTMENT OF EDUCATION AND TRAINING
PREMISES FOR OUTSIDE SCHOOL HOURS CARE SERVICE**

request access and indicating the reason why.
Access may not be unreasonably withheld.

DRAFT EXAMPLE