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**BARANGAROO EVENT LICENCE AGREEMENT**

**PARTIES:**

**BARANGAROO DELIVERY AUTHORITY**

**A.B.N. 94 567 807 277**

**AND**

***[insert name of Licensee]***

**A.B.N. *[insert ABN]***

**(‘THE LICENSEE’)**

**DATED**

***[insert date of deed]***

# Barangaroo Delivery Authority – Barangaroo Event Licence Agreement

THIS DEED is made on **[insert date of deed]**

**PARTIES:** **BARANGAROO DELIVERY AUTHORITY**, a NSW government agency constituted under the Barangaroo Delivery Authority Act 2009 (NSW), ABN 94 567 807 277 of Level 21, 201 Kent St, Sydney, New South Wales of the one part; AND

**THE LICENSEE** described in Item 1 of the Schedule, of the other part.

## INTRODUCTION

- A.** The Barangaroo Delivery Authority is the owner of the Licensed Area referred to in Item 2 of the Schedule.
- B.** The Licensee wishes to use and occupy the Licensed Area for the purpose stated in Item 4 of the Schedule.
- C.** The Barangaroo Delivery Authority has agreed to allow the Licensee to use and occupy the Licensed Area on the following terms and conditions.

## IT IS AGREED

### 1. DEFINITIONS AND INTERPRETATIONS

**‘Authority Representative’** means a person or persons authorised to represent Barangaroo Delivery Authority in relation to this Deed and/or the Licensed Area and includes Precinct Rangers.

**‘Barangaroo’** means the site the subject of the Barangaroo Project, being the site formerly known as “East Darling Harbour”.

**‘Barangaroo Project’** means the urban renewal of Barangaroo to a mixed used development and an area of public domain.

**‘Bond’** mean a bank guarantee on terms approved by the Barangaroo Delivery Authority, cash bond, unendorsed bank cheque or other form of security acceptable to the Barangaroo Delivery Authority for an amount stated in Item 3B of the Schedule.

**‘Business Day’** means any day other than a Saturday, Sunday, public holiday in Sydney, New South Wales or 27, 28, 29, 30 and 31 December.

**‘CCTV System’** means a closed circuit television system that transmits images on a ‘closed loop’ basis, where images are only available to those directly connected to the transmission system.

**‘Deed’** means this Barangaroo Event Licence Agreement between Barangaroo Delivery Authority and the Licensee and includes all schedules and attachments to this Barangaroo Event Licence Agreement.

**‘GIPA Act’** means the Government Information (Public Access) Act 2009 NSW.

**‘Dangerous Substances or Articles’** means without limiting the generality of the term any plant, furnishings, equipment, substances or appliances which by virtue of their weight, nature, size or inherent vice or inadequacy of design may cause a fire hazard, or excessive vibration or noise, land, air or water pollution, or an explosion, or structural or other damage to floors, walls or furnishings at the Licensed Area.

**‘Licensed Area’** means the area referred to in Item 2 of the Schedule and any improvements, structures, planting and landscaped areas within that area.

# Barangaroo Delivery Authority – Barangaroo Event Licence Agreement

'Precinct Rangers' means **[insert]**.

'Schedule' means the schedule to this Deed.

'Staff' means the Licensee's employees, servants, agents, suppliers, contractors and sub-contractors and any person on the Licensed Area by the invitation or at the behest (whether tacit or otherwise) of the Licensee or of such employee, servant, agent, supplier contractor or sub-contractor as aforesaid.

'Web Cam System' means a digital camera system that transmits images to a transmission system and may include live streaming of the images on the Barangaroo Delivery Authority's internet site.

**1.1** In this Deed, unless the contrary intention appears:

- (a) a reference to a person includes the person's executors, administrative successors and permitted transferees and assigns;
- (b) the singular includes the plural and vice versa;
- (c) the word 'person' includes a firm, a body corporate, an unincorporated association or authority;
- (d) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (e) a reference to this Deed or another instrument includes any variation or replacement of them; and
- (f) headings are inserted for convenience and do not affect the interpretation of this Deed.
- (g) a reference to an Item refers to an Item in the Schedule to this Deed.

**1.2** This Deed is the entire agreement between the parties in respect of its subject matter.

**1.3** Where two or more persons are the Licensees or guarantors, these conditions will bind them jointly and severally.

**1.4** A variation of a term of this Deed must be in writing and signed by the parties.

**1.5** The laws of the State of New South Wales govern this Deed and the parties irrevocably submit to the exclusive jurisdictions of the Courts of New South Wales.

**1.6** This Deed may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

**1.7** Where the consent or approval of the Barangaroo Delivery Authority is required under this Deed, unless stated otherwise, the Barangaroo Delivery Authority may grant (with or without conditions) or withhold its consent or approval in its absolute discretion.

## **2. GRANT OF LICENCE**

**2.1** The Barangaroo Delivery Authority grants to the Licensee a non-exclusive licence to use and occupy the Licensed Area from the Date of Commencement stated in Item 5 of the Schedule until the Date of Expiry stated in Item 5 of the Schedule.

**2.2** The Licensee must comply with all conditions, restrictions and limitations on the use and occupation of the Licensed Area referred to in this Deed including, but not limited to any conditions on use stated in Item 4 of the Schedule.

## Barangaroo Delivery Authority – Barangaroo Event Licence Agreement

### **3. LICENCE FEE**

- 3.1** The Licensee must pay the Barangaroo Delivery Authority the Licence Fee stated in Item 3A of the Schedule in consideration for use and occupation of the Licensed Area on the date stated in Item 3C of the Schedule by the method stated in Item 3D of the Schedule.

### **4. PERMITTED USE**

- 4.1** The Licensee is only to use and occupy the Licensed Area for the purposes stated in Item 4 of the Schedule.

### **5. RECOVERABLE EXPENSES and BONDS**

- 5.1** All fees, Bonds and services charges as stated in Item 3B of the Schedule are payable or to be provided by the Licensee to the Barangaroo Delivery Authority in accordance with the periods stated in Item 3B of the Schedule.
- 5.2** All other expenses or outgoings to which the Barangaroo Delivery Authority may be subject to or which it may reasonably incur as a result of the permitted use and occupation or its need to supervise the permitted use and occupation or otherwise are recoverable expenses and payable by the Licensee to the Barangaroo Delivery Authority within 14 days of written notice from the Barangaroo Delivery Authority.
- 5.3** If the Licensee is in default under this Deed, the Barangaroo Delivery Authority may draw on the Bond (or if the Bond is a bank guarantee, may call on that bank guarantee and the Licensee must not do anything that could prevent or delay payment by the bank to the Barangaroo Delivery Authority) to the extent of that default without notice to the Licensee.
- 5.4** The Barangaroo Delivery Authority undertakes to refund any Bond furnished by the Licensee less any deductions made in accordance with this Deed within a reasonable time after this Deed is terminated or expires. If the Bond is a bank guarantee, and if that bank guarantee has been called upon by the Barangaroo Delivery Authority pursuant to clause 5.3, then the Barangaroo Delivery Authority may use the money received as a result of that call in accordance with clause 5.3 and return any unused monies to the Licensee within a reasonable time after this Deed is terminated or expires.

### **6. LICENSEE'S OBLIGATIONS**

The Licensee:

- (a) acknowledges that it uses and occupies the Licensed Area entirely at its own risk;
- (b) relies on its own enquiries and inspection of the Licensed Area and accepts the Licensed Area in its present condition and state of repair with all faults latent and patent. The Barangaroo Delivery Authority makes no representation and gives no warranty as to the condition or state of repair of the Licensed Area, structures on or under the Licensed Area and makes no warranty as to the use and occupation to which the Licensed Area may be put;
- (c) must not carry out any structural alterations to the Licensed Area except with the prior written approval of the Barangaroo Delivery Authority and at the Licensee's sole cost and expense;
- (d) acknowledges that the Barangaroo Delivery Authority has not given and is not required to give any warranty or representation in relation to any other licences, approvals or authorisations of any kind required in connection with the use and occupation of the Licensed Area and that the Licensee is solely responsible for obtaining and keeping in force any such other licences, approvals or authorisations;
- (e) warrants that it has, or will, obtain all licences, approvals or authorisations of any kind required in connection with the use and occupation of the Licensed Area. The Licensee shall provide copies of such licences, approvals or authorisations to the

## Barangaroo Delivery Authority – Barangaroo Event Licence Agreement

Barangaroo Delivery Authority prior to the Date of Commencement stated in Item 5 of the Schedule;

- (f) must not bring into the Licensed Area any Dangerous Substances or Articles without the prior approval of the Barangaroo Delivery Authority;
- (g) will not use or approve of any fittings, plumbing facilities or equipment in the Licensed Area to be used for any purpose other than those for which they were constructed;
- (h) will not cause or allow to be caused, any wilful, serious or irreparable damage or alterations to, in or about the Licensed Area without the prior written approval of the Barangaroo Delivery Authority;
- (i) will not do or allow to be done any act or omission in, upon or about the Licensed Area, which may be of annoyance, nuisance, grievance or disturbance to the Barangaroo Delivery Authority, any person lawfully present, and occupiers or owners of any adjacent premises;
- (j) hereby indemnifies the Barangaroo Delivery Authority, its successors, employees and agents against all claims, damage, costs, expenses, loss and any other liability whatsoever, (including but not limited to any personal injury, loss and/or damage to property or liability for breach of copyright or defamation) suffered or incurred by the Barangaroo Delivery Authority arising out of, or in any way in connection with, the use and occupation of the Licensed Area BUT THE INDEMNITY WILL BE REDUCED PROPORTIONALLY TO THE EXTENT that an act or omission of the Barangaroo Delivery Authority, its employees or agents may have contributed to the claim, damage, cost, expense, loss or other liability;
- (k) its executors, administrators and assigns hereby releases the Barangaroo Delivery Authority from all claims, costs, liabilities, expenses and sums of money whatsoever arising out of, or in connection with, the use and occupation of the Licensed Area, other than as expressly stated otherwise in this Deed;
- (l) is responsible for paying all other fees, charges and expenses associated with use and occupation of the Licensed Area in addition to the fees, Bonds, service charges and recoverable expenses stated in Items 3A and 3B of the Schedule;
- (m) must effect before the Date of Commencement referred to in Item 5 of the Schedule and maintain for the duration of this Deed a public liability insurance policy for the Licensed Area (covering personal injury (including death) and loss of or damage to property (including, without limitation, the Licensee's liability under clause 6(j)) with a reputable insurer approved in writing by the Barangaroo Delivery Authority in the Licensee's name, which covers the use and occupation of the Licensed Area, and endorses Barangaroo Delivery Authority as an interested party with a minimum cover of \$10 million (or other amount as the Barangaroo Delivery Authority may reasonably require) for any single event. The Licensee will provide evidence to the Barangaroo Delivery Authority of the currency of such insurance policy before use and occupation of the Licensed Area. The Barangaroo Delivery Authority reserves the right to request, and upon request the Licensee must provide promptly, a copy of the public liability insurance policy (including the policy wording, schedule, any endorsements and renewal certificates) and certificates of currency for the policy or other evidence satisfactory to the Barangaroo Delivery Authority that the Licensee has effected, maintained and renewed the required insurance policy. The Licensee must give the Barangaroo Delivery Authority immediate notice of any proposed cancellation of the required insurance. If the Licensee fails to effect insurance as required by this clause 6(m) or to comply with this clause 6(m), or if the public liability insurance policy required under this clause 6(m) is cancelled or lapses and is not reinstated, the Barangaroo Delivery Authority may effect the insurance and the cost of so doing will be a debt owing from the Licensee to the Barangaroo Delivery Authority;
- (n) must effect and maintain Workers' Compensation insurance as required by law in respect of any employee of the Licensee who is employed in connection with the use and occupation of the Licensed Area. The Licensee will provide evidence of the currency of such insurance policy at the request of the Barangaroo Delivery Authority. The Barangaroo Delivery Authority reserves the right to request, and upon request the

## Barangaroo Delivery Authority – Barangaroo Event Licence Agreement

Licensee must provide promptly, a copy of the Workers' Compensation insurance policy (including the policy wording, schedule, any endorsements and renewal certificates) and certificates of currency for the policy or other evidence satisfactory to the Barangaroo Delivery Authority that the Licensee has effected, maintained and renewed the required insurance policy. The Licensee must give the Barangaroo Delivery Authority immediate notice of any proposed cancellation of the required insurance. If the Licensee fails to effect insurance as required by this clause 6(n) or to comply with this clause 6(n), or if the Workers' Compensation insurance policy required under this clause 6(n) is cancelled or lapses and is not reinstated, the Barangaroo Delivery Authority may effect the insurance and the cost of so doing will be a debt owing from the Licensee to the Barangaroo Delivery Authority;

- (o) is responsible for damage of the Licensed Area or pollution of the environment occurring on or arising out of the use and occupation of the Licensed Area by the Licensee and must, at no expense to the Barangaroo Delivery Authority, rectify any damage or pollution and undertake clean-up to ensure that the damaged or polluted area complies with environmental laws and is restored to the condition prior to use and occupation by the Licensee. Any fines or penalties due to damage imposed under any laws will be paid by the Licensee, or deducted from the Bond;
- (p) must comply with any notice, order or law of a statutory, public or other authority or body in relation to the use and occupation by the Licensee of, or any activity by the Licensee on, the Licensed Area. The Licensee will provide evidence of its compliance with the *Occupational Health and Safety Health Act*, *Occupational Health and Safety Health Regulation*, Work Cover Authority of NSW requirements and relevant Codes of Practice at the request of the Barangaroo Delivery Authority;
- (q) agrees that the Barangaroo Delivery Authority will be entitled to have an Authority's Representative present in the Licensed Area at all times during the term of the licence (including the photography or the filming) and the Licensee will obey and cause its Staff to obey all reasonable directions given by an Authority's Representative; and
- (r) remove all of its personal property and any rubbish or waste material resulting from the Licensee's use and occupation of the Licensed Area.

### **7. ASSIGNMENT**

- 7.1** The Licensee's rights under this Deed are personal to the Licensee, and the Licensee must not assign, charge, sub-licence or otherwise deal with its rights under this Deed without the Barangaroo Delivery Authority's consent in writing, which may be given or withheld at the Barangaroo Delivery Authority's absolute discretion.

### **8. REINSTATEMENT OF THE LICENSED AREA**

- 8.1** The Licensee must at its own expense, on the Date of Expiry referred to in Item 5 of the Schedule or upon termination of this Deed for default, deliver vacant possession of the Licensed Area to Barangaroo Delivery Authority in good repair and condition having regard to the condition of the Licensed Area and the Barangaroo Delivery Authority's structures on the Licensed Area at the Date of Commencement referred to in Item 5 of the Schedule.
- 8.2** The Licensee must at its own cost and risk make good any defect in or damage to the Licensed Area caused by it or its Staff.
- 8.3** If the Licensed Area is not reinstated by the Licensee at the end of the term of this Deed or upon termination of this Deed for default, the Barangaroo Delivery Authority may carry out the reinstatement at the expense of the Licensee and upon presentation of a claim by the Barangaroo Delivery Authority to the Licensee for such expenses, the Licensee must reimburse the Barangaroo Delivery Authority within 10 Business Days for the amount of that claim.

**9. BARANGAROO DELIVERY AUTHORITY NOT AN AGENT OF THE LICENSEE**

- 9.1** The only relationship between the parties is as set out in this Deed. Nothing contained in this Deed may be deemed or construed as creating any relationship of partnership or of principal and agent between the parties.
- 9.2** The Licensee does not have exclusive possession or occupation of the Licensed Area nor is it a tenant of the Barangaroo Delivery Authority.

**10. DEFAULT**

- 10.1** The Barangaroo Delivery Authority will be entitled to terminate this Deed by notice in writing to the Licensee if the Licensee fails to comply with its obligations under this Deed.

**11. CANCELLATION**

- 11.1** The Licensee acknowledges that the Barangaroo Delivery Authority may be unable to provide the Licensee with use and occupation of the Licensed Area due to circumstances beyond its reasonable control, including but not limited to, an emergency, unforeseen urgent requirement and exceptional weather conditions.
- 11.2** Where the Barangaroo Delivery Authority is unable to provide use and occupation of the Licensed Area due to circumstances stated in clause 11.1, the Licensee's sole remedy will be a refund of the fees, Bonds and service charges paid to the Barangaroo Delivery Authority in accordance with Items 3A and 3B of the Schedule.

**12. DISPUTE RESOLUTION**

- 12.1** If a dispute arises out of or relates to this Deed, or its breach, termination, validity or subject matter, the parties agree to endeavour to settle the dispute by mediation administered by the Australian Commercial Disputes Centre ('ACDC') before having recourse to litigation. The mediator shall be a person agreed by the parties. ACDC will assist the parties by providing a list of professional mediators, and ACDC will select the mediator if the parties cannot agree on one within 7 days of written notice of the dispute is served.

**13. GST**

**13.1 Definitions and interpretation**

In this clause 13:

**Agreed Price** means the amount the Licensee is required to pay under any provision of this Deed (except this clause 13) for a supply,

and unless the context indicates a contrary intention:

- (a) a reference to a supply is a supply under this Deed; and
- (b) words and phrases used that are also used in the A New Tax System (Goods and Services Tax) Act 1999 have the same meaning as in that Act.

**13.2 Reimbursements**

If the Licensee must reimburse the Barangaroo Delivery Authority for any amount paid by the Barangaroo Delivery Authority to a third person, the Licensee must reimburse the Barangaroo Delivery Authority that amount less the amount of any input tax credit the Barangaroo Delivery Authority is entitled to claim for the acquisition to which that amount relates.

## Barangaroo Delivery Authority – Barangaroo Event Licence Agreement

### 13.3 GST Payable

Despite the other provisions of this Deed, if the Barangaroo Delivery Authority is or becomes liable to pay GST in respect of any supply:

- (a) the Agreed Price for that supply is exclusive of GST;
- (b) the Licensee must pay an additional amount to the Barangaroo Delivery Authority equal to that GST at the same time and in the same manner as the Licensee must pay the Agreed Price; and
- (c) the Barangaroo Delivery Authority must issue a tax invoice to the Licensee in respect of that supply within 14 days after the Barangaroo Delivery Authority receives a payment in respect of that supply.

### 13.4 Variation

If the GST payable by the Barangaroo Delivery Authority on a supply varies from the additional amount paid by the Licensee under clause 13.3(b), then the Licensee must pay to the Barangaroo Delivery Authority on demand (or the Barangaroo Delivery Authority must credit the Licensee with) the amount of that difference. Any payment or credit under this clause 13.4 is deemed to be a payment or credit of the additional amount payable under clause 13.3(b). If any adjustment event occurs in relation to a supply, the Barangaroo Delivery Authority must give the Licensee an adjustment note as soon as the Barangaroo Delivery Authority becomes aware of the adjustment event.

### 13.5 Penalties

If the Licensee does not comply with its obligations under this Deed or with its obligations under the GST law in connection with this Deed and because of this the Barangaroo Delivery Authority becomes subject to penalties or interest for late payment of GST, then the Licensee must pay the Barangaroo Delivery Authority on demand an amount equal to the amount of the penalties and interest.

## 14. TRUSTEE WARRANTIES

14.1 The Licensee warrants to the Barangaroo Delivery Authority that it is not the trustee of any trust.

**OR**

14.1 The Licensee warrants that it enters into this Deed in its personal capacity and as trustee of the [insert name of trust and ABN number] (Trust). The Licensee warrants to the Barangaroo Delivery Authority that:

- (a) it has power to enter into this Deed in its capacity as trustee for the Trust;
- (b) the Trust has been validly created and the Licensee is the sole trustee;
- (c) it is to the commercial benefit of the Trust that the Licensee enter into this Deed;
- (d) no assets of the Trust are owned or registered in the name of any other person;
- (e) it has valid rights of indemnity and exoneration against the assets of the Trust to satisfy all its liabilities and obligations under this Deed; and

## Barangaroo Delivery Authority – Barangaroo Event Licence Agreement

- (f) the copy of the trust deed provided to the Barangaroo Delivery Authority before the date of this Deed is a true and complete copy of the deed constituting the Trust.

### 15. NOTICES

15.1 Any notice to be given or served under or arising out of this Deed:

- (a) must be in writing addressed to the intended recipient at the address shown in Item 6 of the Schedule or the address last notified by the intended recipient to the sender; and
- (b) will be deemed to be served:
  - i. in the case of delivery in person, when delivered to the recipient's address for service and a signature received as evidence of delivery;
  - ii. in the case of delivery by post, within 3 Business Days of posting; or
  - iii. if a communication is sent by facsimile and the sender's facsimile machine produces a transmission confirmation report indicating that the facsimile was sent to the addressee's facsimile machine, the report will be prima facie evidence that the facsimile was received by the addressee at the time indicated on that report.

### 16. AGENT FOR THE NSW GOVERNMENT

16.1 The Licensee acknowledges that the Barangaroo Delivery Authority has entered into this Deed both in its own capacity and as agent for the New South Wales Government. The Licensee accordingly agrees that the Barangaroo Delivery Authority may enforce any indemnity in this Deed given by the Licensee for the benefit of the New South Wales Government. The Licensee agrees that it will, if requested by the Barangaroo Delivery Authority or the New South Wales Government, enter into a deed with the New South Wales Government indemnifying it in the same terms as in this Deed.

### 17. DISCLOSURE OF INFORMATION

17.1 The Licensee acknowledges that the Barangaroo Delivery Authority may be required to publish information concerning this Deed:

- (a) in accordance with the GIPA Act in response to an access application under Part 4 of that Act or as part of its disclosure obligations for government contracts in the government contracts register under Part 3, Division 5 of that Act;
- (b) under any similar or replacement legislation to the GIPA Act; or
- (c) by the Auditor-General or Parliament.

17.2 The Licensee must promptly, and in any event within 3 Business Days of receiving a written request by the Barangaroo Delivery Authority, provide the Barangaroo Delivery Authority with immediate access to information contained in records held by the Licensee that relate directly to the use of the Licensed Area under this Deed.

17.3 For the purposes of clause 17.2, information does not include:

- (a) information that discloses or would tend to disclose the Licensee's financing arrangements, financial modelling, cost structure or profit margin;

## Barangaroo Delivery Authority – Barangaroo Event Licence Agreement

- (b) information that the Licensee is prohibited from disclosing to the Barangaroo Delivery Authority by provision made by or under any Act, whether of any State or Territory, or of the Commonwealth; or
- (c) information that, if disclosed to the Barangaroo Delivery Authority, could reasonably be expected to place the Licensee at a substantial commercial disadvantage in relation to the Barangaroo Delivery Authority, whether at present or in the future.

**17.4** The Licensee must provide copies of any of the information in clause 17.2, as requested by the Barangaroo Delivery Authority, at the Licensee's own expense.

**17.5** Without limiting any other provision of this clause 17, the Licensee must use all reasonable endeavours to assist the Barangaroo Delivery Authority in meeting its public disclosure obligations as contemplated in clause 17.1.

### **18. USE OF CCTV & WEB CAM SYSTEMS**

**18.1** The Licensee acknowledges that the Barangaroo Delivery Authority has or intends to install and use:

- (a) a Web Cam System at various locations around Sydney to record the development of the Barangaroo Project; and
- (b) a CCTV System at various locations around Barangaroo for monitoring the safety and security of Barangaroo and any physical assets of the Barangaroo Delivery Authority.

**18.2** In operating the CCTV System and/or Web Cam System, the Licensee acknowledges that the Barangaroo Delivery Authority may capture images of the Staff on or in the vicinity of Barangaroo.

**18.3** The Licensee acknowledges that the Barangaroo Delivery Authority may, as reasonably required by the Barangaroo Delivery Authority, use or disclose images captured by:

- (a) the Web Cam System, in any marketing or other communication materials associated with the Barangaroo Project or as required by law; and
- (b) the CCTV System as required to report incidents of breaches of safety and security at Barangaroo or as required by law.

**18.4** The Licensee agrees, and agrees to obtain the agreement of the Staff, to:

- (a) the use of images captured on the CCTV System and Web Cam System which capture the Staff for the purposes required by the Barangaroo Delivery Authority in accordance with clause 18.3; and
- (b) release and hold harmless the Barangaroo Delivery Authority from any claims, costs, demands or proceedings by the Licensee or the Staff relating to the use of the CCTV System and Web Cam System to capture images of Barangaroo and the use or publication of those images for the purposes required by the Barangaroo Delivery Authority in accordance with clause 18.3.

**18.5** The Licensee agrees to provide the following privacy disclosure to the Staff:

*"The Barangaroo Delivery Authority may collect images of you when you attend at Barangaroo, including through the use of closed circuit television camera systems or web camera systems.*

*The Barangaroo Delivery Authority may use and disclose images from:*

## Barangaroo Delivery Authority – Barangaroo Event Licence Agreement

- (a) the web camera system for the purposes of marketing and other communication materials associated with the Barangaroo Project or as required by law; and*
- (b) the CCTV System as required to report incidents of breaches of safety and security at Barangaroo or as required by law.*

*Generally, you have a right to access or request correction of personal information that the Barangaroo Delivery Authority holds about you. The Authority's address for further information is Level 21, 201 Kent Street, Sydney."*

## SCHEDULE

**Item 1 Licensee**

***[insert name and address of licensee]***

**Item 2 Licensed Area**

1. Barangaroo (non exclusive use) ***[A more detailed description of the Licensed Area is required (which can be more appropriately dealt with by referring to the area in a plan and attaching that plan to this licence)]***

**Item 3A Licence Fee**

1. Licence Fee is \$XX

**Item 3B Fees, Bonds and Services Charges**

1. The Application Fee is \$300 and is payable ***[insert payment details]***
2. The Service Charge is \$XX and is payable ***[insert payment details]***
3. The Bond is ***[insert details of the security being provided, if there is no security, insert 'Not Applicable']*** and is to be provided by the Licensee to the Barangaroo Delivery Authority by ***[insert details as to when the bond is to be provided]***

**Item 3C When Licence Fee is Paid**

1. The Licence Fee is payable ***[Insert details of when fee is paid]***

**Item 3D Method of Payment of Licence Fee**

1. ***[Insert details of method of payment]***

**Item 4 Permitted Use**

1. ***[Insert details of Permitted Use]***

**(Conditions)**

1. The discretion of any Barangaroo Delivery Authority representative must be abided by at all times
2. Entry and exit from the site is permitted through security gate 4 only
3. All Staff entering the Licensed Area must complete a Barangaroo Entry Protocol form and submit the completed form to the security personnel at security gate 4, unless other arrangements are in place.
4. Vehicle speed on site must not exceed 40kmph
5. A minimum 10 meter clearance zone applies around all light poles and from the waters edge, cliff face and Harbour Control Tower
6. Unit base parking is only permissible along immediate the Hickson Road fence immediately north or immediately south of the Gate 4 gatehouse unless other arrangements are in place.
7. All amplified noise must comply with the Protections of the Environment (Operations) Act 1997
8. Local resident amenity must be considered at all times, specifically noise must be restricted outside of hours 7am to 6pm.

## Barangaroo Delivery Authority – Barangaroo Event Licence Agreement

**Item 5 Term of Licence**

Date of Commencement: ***[Insert date of commencement]***

Date of Expiry: ***[insert date of expiry]***

**Item 6 Notices**

<b>Notices to the Barangaroo Delivery Authority</b>	<b>Name</b>	
	<b>Position</b>	
	<b>Address</b>	Level 21, 201 Kent Street, Sydney NSW 2000
	<b>Telephone</b>	
	<b>Mobile</b>	
	<b>Facsimile</b>	9255 1712
<b>Notices to the Licensee</b>	<b>Name</b>	
	<b>Position</b>	
	<b>Address</b>	
	<b>Telephone</b>	
	<b>Mobile</b>	
	<b>Facsimile</b>	

Barangaroo Delivery Authority – Barangaroo Event Licence Agreement

**EXECUTED as a Deed**

**SIGNED** by **[insert name of delegate]**, **[insert position of delegate]** as delegate of the **BARANGAROO DELIVERY AUTHORITY** and without assuming any personal liability and he/she hereby certifies that he/she has received no notice of the revocation of such delegation, in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

**If the Licensee is a company:**  
**Executed** by **[insert Company's name]** in accordance with section 127 of the Corporations Act 2001 (Cth):

\_\_\_\_\_  
Signature of company secretary/director

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Full name of company secretary/director

\_\_\_\_\_  
Full name of director

**If the Licensee is an individual:**

**Signed** by **[Insert name of individual]** in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Full name of witness