



# Shed Licence

2024

The Brisbane Golf Club Inc. (hereafter called the "Licensor") hereby grants

(hereafter called the "Licensee") a non-exclusive Licence to use buggy shed no. \_\_\_\_\_ (hereafter called the "Licensed Area") in that part of the Licensor's premises known as the "Sheds" for the parking of the Licensee's Motorised Cart and/or storing of their Equipment on the following terms and conditions.

## 1. TERM

- (a) The Licence shall commence on the Commencement Date and continue for 12 months (the Term), unless terminated in accordance with this agreement.
- (b) This agreement may continue after the expiry of the Term, until terminated by either party providing 30 days' written notice to the other party.

## 2. LICENSEE'S OBLIGATIONS

The Licensee must:

- (a) not use the Licensed Area for any reason other than the Purpose;
- (b) maintain adequate insurance for the Equipment and provide copies of any certificates of currency upon request from the Licensor;
- (c) maintain and keep the Licensed Area in a clean and tidy condition;
- (d) not do anything which may cause an insurance policy of the Licensor to be void or cancelled;
- (e) maintain a valid driving licence to use the Motorised Cart (if applicable) and to provide a copy of the driving licence upon request from the Licensor;
- (f) not allow any rubbish to accumulate in the Licensed Area;
- (g) maintain the Licensed Area to a safe and presentable standard at all times;
- (h) promptly fix any damage caused to the Licensed Area by the Licensee or the Licensee's guests;
- (i) not do anything which causes or may cause annoyance, nuisance, damage, disturbance or obstruction to the Licensor or the Licensor's guests;
- (j) comply with the Motorised Cart Use Terms and Conditions at all times as set by the Licensor's committee from time to time;
- (k) comply with the Policies of the Licensor when using the Equipment;
- (l) not store or consume any alcohol or illegal substance in the Licensed Area;
- (m) not store or charge any portable lithium batteries in the Licensed Area or any other area owned by the Licensor;
- (n) not carry on in the Licensed Area any harmful, offensive, or illegal trade, business or occupation; and
- (o) maintain any locks and keys and ensure the Licensed Area is properly locked and secured at all times. If the Licensee loses the keys to the Licensed Area, the Licensee will be liable for the costs of a replacement key and lock.

## 3. LICENCE PAYMENTS

- (a) The Licensee must pay the Licensor the Licence Fee upon the signing of this document.
- (b) The Licensor may review the Licence Fee at the end of the Term.
- (c) If the Licensor determines to change the Licence Fee, the Licensor must provide notice to the Licensee in writing of the proposed change (**Review Notice**)
- (d) Upon receipt of the Review Notice, the Licensee may terminate this agreement by providing 30 days written notice to the Licensor. If the Licensee fails to provide such notice, then the Licensee is deemed to have accepted the Licence Fee change.

## 4. MAINTENANCE OF EQUIPMENT

- (a) The Licensee must ensure that the Motorised carts stored in the Licensed Area are serviced by a recognised golf cart service mechanic annually.
- (b) Any chargers used for the Equipment must be tested and tagged by the Licensor's preferred contractor every year at a mutually agreed time at the Licensee's cost.
- (c) If a charger fails to pass the inspection, the Licensee must:
  - (i) not use the charger until it is repaired and passes a subsequent test and tag; and
  - (ii) pay for all costs in repairing or replacing the charger.

## 5. LICENSEE'S ACKNOWLEDGEMENTS

The Licensee acknowledges and agrees that:

- (a) this agreement is personal to the Licensee and does not create any interest in the land upon which the Licensed Area is situated;
- (b) this agreement will not confer any legal rights of exclusive occupation or possession of the Licensed Area to the Licensee;
- (c) the Licensor at all times during the Term maintains a right of entry and right to use the Licensed Area, provided such use does not interfere with the Licensee's ability to use the Licensed Area for the Purpose;
- (d) the Licensor's insurance does not provide any protection for the Licensee's Equipment;
- (e) the Licensor reserves the right to change the allocated Licensed Area as required from time to time; and
- (f) the Licensee must not lease, let or part with the possession of the Licensed Area without the consent of the Licensor.

## 6. LICENSOR TERMINATION RIGHTS

### 6.1 Licensor Termination

The Licensor may terminate this agreement, if:

- (a) the Licensee dies or is incapacitated;
- (b) the Licensee breaches a term of this agreement and such breach is incapable of remedy;
- (c) the Licensee breaches a term of this agreement and fails to rectify the breach within a reasonable time after receiving notice from the Licensor to remedy the breach;
- (d) the Licensee is no longer a member of the Brisbane Golf Club Inc; or

- (e) the Licensee fails to use the shed for a continuous period of not less than six (6) months.

### 6.2 Licensee's Termination

The Licensee may terminate this agreement, if:

- (a) The Licensor is in breach of this agreement and the Licensor has failed to remedy the breach within 30 days of receiving written notice from the Licensee; or
- (b) The Licensee terminates their membership with Brisbane Golf Club Inc.

### 6.3 Licensee's obligation on termination

Upon the expiry or termination of this agreement, the Licensee must:

- (a) immediately stop using the Licensed Area and vacate the Licensed Area;
- (b) remove all personal property belonging to the Licensee from the Licensed Area;
- (c) repair any damage to the Licensed Area;
- (d) immediately deliver up and return all keys to the Licensed Areas;
- (e) clean the Licensed Area and effect any repairs to the Licensed Area to render them in the state they were at the Commencement Date (fair wear and tear excluded); and
- (f) immediately pay to the Licensor all monies owed to the Licensor in connection with this agreement.

## 7. DAMAGE AND DESTRUCTION

### 7.1 Destruction of Licensed Area

- (a) If the Licensed Area is destroyed by causes outside of the control of the Licensor, the Licensor shall not be liable for any Loss suffered by the Licensee or any damage to the Licensee's Equipment or property in the Licensed area.
- (b) Nothing in this clause creates any obligation on the Licensor to restore the Licensed Area.
- (c) If the Licensor determines not to restore or rebuild the Licensed Area, the Licensor must provide written notice to the Licensee of such decision and the parties agree that the Licence will be terminated effective immediately.
- (d) If the Licence is terminated in accordance with this clause, the Licensee will be entitled to a refund of the Licence Fee, apportioned to the number of days remaining in the term.

### 7.2 Damage

The Licensee acknowledges and agrees that the Licensor will not be liable for any damage sustained to the Licensee's Motorised Cart, Equipment or personal property stored or left upon the Licensed Area, regardless of the cause, unless such damage is caused by a negligent act or omission of the Licensor or its Representatives.

## 8. GENERAL

- (a) The Licensee must not assign its rights under this document to any other party without the written consent of the Licensor.
- (b) This document embodies the entire agreement between the parties and supersedes all previous understandings, documents, warranties and representations on the subject matter of this document.
- (c) This document is subject to the laws in Queensland.
- (d) If the whole, or any part, of a provision of this document is void, unenforceable or illegal, it is severed to that extent and the remainder of this document shall remain in force.

## 9. DEFINITIONS

in this document, the following words have the following meanings:

**Commencement Date** means the date that this document is fully executed by both parties.

**Equipment** means the following equipment that may be stored by the Licensee:

- (a) Motorised Cart;
- (b) a golf buggy that is a push cart or hand cart (whether battery operated or manual) for the transportation of a golf bag; or
- (c) any other property owned by the Licensee and stored in the Licensed Area.

**Licence Fee** means the following:

- (a) For the storage of a Motorised Cart - \$1,071.
- (b) For the storage of Bag and Pull Buggy - \$292.

**Loss** means any damage, loss, cost, liability or expense of any kind and however arising, including penalties, fines and interest whether prospective or contingent and any amounts that for the time being are not ascertained or ascertainable.

**Motorised Cart** means a small motorised vehicle designed to carry two golfers and their golf clubs around a golf course and approved by the Licensor.

**Policies** means the following policies of the Club:

- (a) Players Personal Liability insurance policy;
- (b) Golf Cart Guidelines;
- (c) Privacy Policy;
- (d) Course Closed Policy;
- (e) Extreme Conditions Weather Policy and Playing Guidelines and Safety Practices;
- (f) Gender Policy; and
- (g) Smoking Management Plan,

and any other policy of the Club that may exist from time to time.

**Purpose** means the storage of the Equipment.

**Representatives** means servants, agents, invitees, members or employees.

**Term** has the meaning described in clause 1(a).

SIGNED for and on behalf of The Brisbane Golf Club Inc.

**Geoff Kuehner**

SIGNED as Licensee

**Licensee**

In the presence of

**Witness of Licensee Signature**

**Date**

- Please tick if your motorised cart uses a lithium battery. This information is being gathered for WH&S purposes.