

## APPENDIX 1: Cells for Writers Licence Agreement

### 1. Licence Agreement

This agreement is made between XXXX (Licensee) of XXXX and Writers Victoria (**Writers Victoria**).

- 1.1 This licence agreement relates to the Cells for Writers Studios at the Old Melbourne Gaol, Studio XXXX (377 Russell Street, Melbourne) (**Studio**) for a period commencing on XXXX (**Start Date**) and ending on XXXX (**End Date**) (**the Term**).
- 1.2 The licence fee during the Term will be \$XXXX (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, sublicense 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 In the event that the Licensee wishes to terminate the licence agreement before the End Date, the Licensee must provide a minimum of 30 days written notice to Writers Victoria.
- 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.

### 2. Deposit

- 2.1 Prior to the Start Date, the Licensee must provide Writers Victoria with a security deposit in an amount of \$XXXX (**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 in 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.

### 3. 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 as well as the 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**) at 9am the Start Date (at a time to be mutually agreed upon).
- 3.1.5** Access to the Studio is through the Old Melbourne Gaol entrance for the general public.
- 3.1.6** Access to the studio is available 7 days a week, between 9.30am-5pm, (excluding access to the Magistrate's Court or any tours).
- 3.1.7** Supervised access to the Old Melbourne Gaol archives and reference collection is available, and is to be organised with Old Melbourne Gaol Operations & Administration Support Officer.
- 3.1.8** The Building is not zoned residential and the Licensee must not stay overnight.
- 3.1.9** The Licensee must not invite visitors or hold events in the Studio without prior written permission from Writers Victoria.
- 3.1.10** The Licensee must use the Studio as a writing studio and for no other purpose (unless agreed in writing with Writers Victoria).

#### **4. Repair & maintenance and end of Lease obligations**

##### **4.1** The Licensee must:

- 4.1.1** Keep the Studio clean and tidy at all times during the Term;
- 4.1.2** Maintain the condition of the Studio during the Term;
- 4.1.3** 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 Old Melbourne Gaol staff. 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.

#### **5. 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.

#### **6. 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.

**7. 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** The Licensee must be considerate and respectful of other people within the Building at all times.

**7.2.3** The Licensee must not enter the other Cells for Writers studio without consent.

**7.2.4** The Licensee 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 a quiet setting.

**7.2.7** If the Licensee experiences any difficulties or concerns with other occupants of the Building, the Licensee must contact the Old Melbourne Gaol Operations & Administration Support Officer in the first instance.

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

**8. Publicity**

**8.1** The Licensee agrees to write and provide Writers Victoria with a 300-word article during their Licence for publication in the National Trust magazine, National Trust website, Writers Victoria website or Writers Victoria magazine.

**9. 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.

**Executed as a deed by:**

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**Signed by Writers Victoria**

**Signed by Licensee**