



# Licence For Use Agreement

## Details

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**Date** [insert date or, the following wording 'The date on which this Agreement is executed by both parties']

## Parties

**Name:** [Insert Licensor name], [Insert ACN/ABN number] (Licensor)

**Address:** [insert]

Email: [insert]

Attention: [insert]

**Name:** Country Fire Authority of Victoria, ABN 39 255 319 010 (CFA)

**Address:** of 8 Lakeside Drive, Burwood East 3152

Email: [insert]

Attention: [insert]

## Background

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- A. CFA is a statutory authority constituted under section 6 of the Act for the effective control of suppression of fires in the country area of Victoria.
- B. The Licensor agrees to provide CFA with the use and occupation of the Premises, subject to the terms of this Agreement.

# Agreed Terms

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## Definitions and interpretation

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### 1 Definitions

**Act** means the *Country Fire Authority Act 1958* (Vic).

**Agreement** means this agreement (including the Schedules).

**Business Day** means a day that is not a Saturday, Sunday or a public or bank holiday in Melbourne, Australia.

**CFA Equipment** means the infrastructure and equipment described in Schedule 3, and any incidental and related equipment, fittings, cables and the like.

**Commencement Date** means the date in Item 1 of Schedule 1.

**Contractor** means all CFA authorised third-party contractors permitted by CFA to perform works on the CFA Equipment.

**End Date** means the date specified Item 1 of Schedule 1.

**Further Term** means the period specified Item 2 of Schedule 1.

**Government Agency** means any government, or any governmental, semi-governmental, administrative, public, regulatory or judicial entity, body, department, commission, agency or authority.

**Government Policy** means any declaration, legislation, statute, policy, code, regulation, guideline, standard, official communication, lawful direction, order, demand or other requirement from a governmental agency.

**Indirect Loss** means any Loss other than a Loss which arises naturally as a result of a breach of this Agreement, and specifically includes loss of reputation, loss of goodwill, lost profits, lost revenue, loss of use by third parties, failure to realise anticipated savings and loss of opportunities.

**Laws** means:

- (a) any statute, regulation or subordinate legislation of the Commonwealth of Australia, the State of Victoria or local or other government in force in the State of Victoria, irrespective of where enacted; and

- (b) lawful requirements of any government or government department or other body or a governmental, semi-governmental, judicial, municipal, statutory or public entity or authority (including a statutory authority or a state-owned enterprise), a self-regulatory authority established under statute or a person (whether autonomous or not) who is charged with the administration of a law.

**Licence Fee** means the amount specified in Item 6 of Schedule 1.

**Loss** includes all direct loss, damage, cost, charge, expense or other liability (including any legal expenses on a full indemnity basis), paid or incurred by or threatened against a party and includes any loss, damage, cost, charge, expense or other liability agreed to be paid by way of settlement or compromise.

**Permitted Use** means the installation, co-location, erection, construction, dismantling, repair, replacement, renewal, maintenance, removal, testing, and operation of CFA Equipment, and all similar and related use.

**Personnel** means:

- (a) any personnel of a party including its directors, officers, employees, agents and subcontractors, as applicable; and
- (b) in the case of CFA, includes the Contractors,

but CFA is not Personnel of the Licensor, and the Licensor is not Personnel of CFA.

**Premises** means the part of the land and premises described in Item 2 of Schedule 2.

**Premises Survey Plan** means a document that is produced outlining the details of the CFA Equipment installation as defined in Schedule 4.

**Term** means the period described in clause 3.

### 2 Interpretation

In this Agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;

- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) 'includes' and 'including' and similar expressions are not words of limitation;
- (d) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Agreement, and a reference to this Agreement includes any schedule or annexure;
- (e) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (f) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (g) a reference to time is to Melbourne, Victoria time;
- (h) a reference to a party is to a party to this Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (i) a reference to a person includes a natural person, partnership, body corporate, association, Government Agency or other entity;
- (j) 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;
- (k) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it; and
- (l) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

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## Term

### 3 Term of the Agreement

This Agreement commences on the Commencement Date and will continue for a

period of [# years] until the End Date unless otherwise extended or terminated in accordance with this Agreement (**Term**).

### 4 Extension of Term

The parties may agree a Further Term on the same terms and conditions as this Agreement.

### 5 Holding over

5.1 If CFA continues to maintain and operate CFA's Equipment at the Premises after the expiry of the Term with the Licensor's prior written consent (other than pursuant to the grant of a further licence), CFA must do so as a monthly licensee on the same terms and conditions as this Agreement (or, if applicable, equivalent monthly terms) as far as they apply to a monthly licence. Either party may terminate such monthly licence by giving to the other 30 days' written notice.

5.2 The parties acknowledge that, where CFA is holding over under clause 5, the Licensor may increase the Licence Fee (or, if applicable, the monthly pro rata equivalent of the Licence Fee) by a maximum of 5% per annum by giving CFA one (1) month's written notice.

5.3 The parties agree that an increase to the Licence Fee in accordance with clause 5.2 may only occur once in a 12 month period.

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## Licence

### 6 Grant of licence

6.1 For the duration of the Term, the Licensor grants CFA a non-exclusive licence to access, enter, occupy and use the Premises for the Permitted Use.

6.2 The Licensor will ensure that the Premises is available for access by CFA and its authorised Personnel, in accordance with the terms of this Agreement.

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## Payments

### 7 Licence Fee

7.1 CFA will pay the Licensor the Licence Fee in accordance with Item 6 of Schedule 1.

7.2 The Licence Fee must be paid to the Licensor by electronic funds transfer (**EFT**) to the account nominated in Item 6 of Schedule 1. The Licensor may nominate another bank account during the Term, provided that the bank account is in Australia and the details of the account are notified to CFA in writing at least 60 days before the due date for payment of the Licence Fee.

7.3 Payment of the Licence Fee by EFT to the nominated bank account by the due date is a full discharge of the obligation to pay the Licence Fee on that day.

## 8 Licence Fee Review

The Licensor may review the Licence Fee annually giving not less than three (3) months] notice of any change. Any increase to the Licence Fee following such review must be no more than 5%.

## Use of the Premises

### 9 General obligations regarding access to the Premises

- 9.1 In using and accessing the Premises, CFA and its Personnel shall:
- (a) use all reasonable efforts to not cause any damage to the Premises;
  - (b) not interfere with any other equipment, service, fixture or property located at the Premises;
  - (c) comply with all reasonable requests of the Licensor;
  - (d) not obstruct or interfere with other occupiers or users of the Premises or areas adjacent to the Premises without the consent of the Licensor;
  - (e) uphold and maintain the Premises and all the CFA Equipment therein, fair wear and tear and damage by fire storm and tempest excepted;
  - (f) leave the Premises clean and free of rubbish after access by CFA during the Term; and
  - (g) not use or allow the Premises to be used in such a manner as to cause a nuisance.

### 10 Locks

- 10.1 CFA shall make sure the premises are kept secure when not in use, including ensuring any doors or right of ways through which access is gained are locked, if appropriate.

### 11 Conditions of Occupancy

- 11.1 This Agreement shall confer no right of exclusive occupation of the Premises to CFA, and the Licensor may at any time exercise all rights to use, possess and enjoy the whole or any part of the Premises save only insofar as such rights shall prevent the operation of the Licence hereby granted.

11.2 The Licensor shall not allow the use of the Premises by any other group/persons without consultation with CFA.

## 12 Laws, notices and orders

12.1 Subject to clause 12.2, CFA must comply with any Laws (including related to occupational health and safety) and notices or orders of any Government Agency that has jurisdiction or authority that apply in respect of:

- (a) CFA's use of the Premises;
- (b) the CFA Equipment; or
- (c) services connected by CFA to the CFA Equipment or the Premises.

12.2 CFA is under no liability to comply with Laws, notices or orders that require works of a structural or capital nature to the Premises, except to the extent that compliance is required as a consequence of CFA's particular use or occupation of the Premises.

12.3 The Licensor must comply with all Laws, notices or orders relating to the Premises whether or not required to be complied with by CFA under this Agreement.

## 13 Consents

- 13.1 The Licensor irrevocably authorises CFA to:
- (a) make, at CFA's expense, any application for consent or approval to any Government Agency or any other relevant persons to install, construct, dismantle, repair, replace, upgrade or use the CFA Equipment or to use the Premises under and in accordance with this Agreement; and
  - (b) exercise and procure, at CFA's expense, every right of appeal arising from the determination of any such application or the failure to determine the application.

13.2 The Licensor must, on request and at CFA's expense, sign all documentation and do all such things as CFA or any person nominated by CFA reasonably requires to authorise or assist CFA in its endeavours to obtain the consent or approval from any Government Agency or any other relevant person to the matters referred to in clause 13.1(a).

## 14 Information

14.1 CFA shall provide on request any information the Licensor may require in order to determine the eligibility of CFA for the Premises and the conditions of occupancy.

## 15 Alterations

- 15.1 CFA shall not make any alterations to the Premises without the written consent of the Licensor.

## 16 Advertising Signs

- 16.1 CFA shall not erect advertising signs on the Premises without the written consent of the Licensor.

## 17 Installation of CFA Equipment

- 17.1 The parties will perform their respective obligations set out in Item 3 of Schedule 3 with respect to the installation of the CFA Equipment.
- 17.2 Subject to this clause 17.2, CFA will only install and operate CFA Equipment (and not other equipment) at the Premises.
- 17.3 CFA may from time to time, request changes to the list of CFA Equipment to be installed at the Premises by following the process in Item 2 of Schedule 3.
- 17.4 Notwithstanding clause 17.2, CFA may install and operate an item of equipment that is not listed as CFA Equipment (**Other Equipment**) if all of the following apply:
- (a) the item of Other Equipment is a replacement of an existing item of CFA Equipment;
  - (b) the physical dimensions of the Other Equipment are substantially similar (or smaller) than those of the replaced CFA Equipment; and
  - (c) if applicable, the electrical power draw of the Other Equipment is substantially similar (or lower) than that of the replaced CFA Equipment.
- 17.5 The Other Equipment so installed will be treated as CFA Equipment for the purposes of this Agreement.

## 18 Quiet enjoyment

- 18.1 The Licensor shall take all reasonable steps to make sure that CFA has quiet enjoyment of the Premises.

## 19 Conditions of the Premises

- 19.1 If CFA shall remain in possession of the Premises, or any portion thereof, after expiration of this Agreement, CFA shall be deemed a licensee from month to month at the same monthly rental and in all other respects subject to the terms, covenants and conditions of this Agreement. Such tenancy

from month to month may be terminated by either party giving written notice to the other. This provision shall not be constructed as giving CFA any right to hold over.

- 19.2 CFA shall make sure that the Premises are maintained in good repair.

## CFA Equipment

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### 20 Ownership of CFA Equipment

- 20.1 Title to and ownership of all CFA Equipment will remain with CFA throughout the Term, free from any security interest in favour of the Licensor, irrespective of whether or not any item of the CFA Equipment has, either in whole or part, become fixed or attached to the Premises.

## Insurance

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### 21 Required insurance

- 21.1 Each party must effect and maintain, or cause to be effected and maintained, the required insurances set out in Item 3 of Schedule 1 on or before the Commencement Date.
- 21.2 CFA shall not at any time during the Term do, permit or suffer to be done any act, matter or thing upon the Premises whereby any insurances in respect thereof may be vitiated or rendered void or voidable or (except with the approval in writing of the Licensor) whereby the rate of premium on such insurances shall be liable to be increased.
- 21.3 The Licensor shall be in no way responsible to CFA for any loss of property from the Premises however occurring, for any damage done to CFA Equipment.

### 22 Evidence of insurance

- 22.1 A party must, upon request by the other party, provide to the other party certificates of currency evidencing the required insurances.

## Liability

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### 23 Contributory liability

A party's liability under this Agreement is reduced proportionately to the extent that the Loss suffered by the other party is caused by the breach of this Agreement or the negligent act or omission of the other party.

### 24 Limitation of liability

- 24.1 Subject to clause 25, to the maximum extent permitted by Law:
- (a) the aggregate liability of either party (whether under statute, in contract or in tort, including for negligence, or

otherwise) for Loss suffered or incurred in connection with this Agreement will be limited in accordance with Item 8 of Schedule 1; and

- (b) neither party is liable for Indirect Loss sustained by the other party under this Agreement.

24.2 To the fullest extent permitted by law, CFA excludes all liability (whether under statute, in contract or in tort, including for negligence, or otherwise) under or in connection with this Agreement, including in respect of Loss sustained by the Licensor caused by:

- (a) CFA entering, occupying and using the Premises in accordance with this Agreement;
- (b) CFA's installation and co-location of the CFA Equipment in accordance with this Agreement; or
- (c) fire, flood, storm, other natural event or any failure of the CFA Equipment or similar occurrence.

24.3 The Licensor acknowledges that the Act confers upon the CFA and its members protection from liability according to its provisions.

## 25 Exclusions from liability limits

25.1 The limitations and exclusions in clause 24 do not apply and a party's liability is unlimited in relation to Loss arising from:

- (a) any act or omission of fraud, dishonesty, misrepresentation or misleading and deceptive conduct of the party or its Personnel; or
- (b) personal injury, sickness or death caused by negligent or wrongful acts or omissions of the party or its Personnel.

## Default and termination

### 26 Termination of Agreement for convenience

26.1 Either party may terminate this Agreement by giving not less than six (6) months notice in writing to the other party.

### 27 Termination for cause by CFA

27.1 CFA may terminate this Agreement with immediate effect by written notice (or with effect from the date specified in the notice) to the Licensor if:

- (a) the Licensor commits a material breach of this Agreement that is not remedied within 30 days after being required by notice to do so;
- (b) the Licensor gives CFA a notice of relocation, and the parties have failed to reach agreement on acceptable alternative premises by the expiry of the notice;
- (c) the Licensor fails to comply with the requirements of any Law or Government Policy relevant to this Agreement;
- (d) the continued operation of this Agreement will result in a breach of any Law, Government Policy or any ruling or decision of a court, tribunal or other statutory body; or
- (e) the conduct of the Licensor reflects adversely on the reputation of CFA;
- (f) the Licensor assigns its rights and/or obligations under this Agreement otherwise than in accordance with this Agreement;
- (g) an Insolvency Event occurs in respect of the Licensor;
- (h) there is a change in the identity of the person who has control of the Licensor from that which was in effect as at the date of this Agreement.

27.2 CFA is entitled to terminate for cause under other provisions of this Agreement; or in the reasonable opinion of CFA, such termination is necessary in order for CFA to be able discharge its functions and obligations under the Act.

## 28 Termination for change in Government Policy

28.1 Either party may terminate this Agreement by giving the other party at least 30 days' prior notice if, in the reasonable view of the terminating party, a Government Policy or a change in Government Policy or a change in Government machinery, necessitates the termination of this Agreement.

## 29 Termination for cause by the Licensor

29.1 The Licensor may terminate this Agreement with immediate effect by written notice (or with effect from the date specified in the notice) to CFA if:

- (a) CFA commits a material breach of this Agreement that is not remedied within

30 Business Days after being required by notice to do so; and

- (b) the Premises is by Law taken out of the Licensee's management or control.

### 30 Consequences of termination

30.1 Termination, however caused, is without prejudice to any rights or liabilities of the parties accruing as at the date of termination.

### 31 Survival

31.1 Clauses 20, 21 (in respect of insurance policies that are required to be maintained for a period beyond termination of this Agreement), 23, 30, 32 and 34, and all other provisions that, by their nature, are intended to survive termination of this Agreement, will survive termination and expiry of this Agreement.

## Disputes

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### 32 Dispute resolution

32.1 If a dispute in connection with this Agreement arises, each party agrees that it will not commence any legal proceedings or take any other action in relation to a dispute without first following the procedures set out in this clause.

32.2 If a dispute has not been resolved within 5 Business Days of it arising, a party may by written notice to the other party submit the dispute to the dispute resolution process for resolution as follows:

- (a) the dispute will be referred initially to the parties' respective representatives who are responsible for the management of this Agreement and these representatives will attempt to settle the dispute within 5 Business Days of the referral;
- (b) if the dispute is not resolved within those 5 Business Days (or other period as agreed), the dispute will be referred to the parties' respective senior management; and
- (c) if the dispute is not resolved within those further 5 Business Days (or other period as agreed), then the parties agree to attempt to resolve the dispute by mediation. In this event:
  - (i) the mediator will be mutually agreed, or if the parties cannot agree within 5 Business Days of either party

nominating a mediator, will be appointed by the President of the Law Institute of Victoria;

- (ii) the mediation will be held within 10 Business Days of the appointment of the mediator, and unless they agree otherwise the parties will pay equal shares of the mediator's fees;
- (iii) the mediation will take place in Melbourne, Victoria and will be conducted in accordance with the Mediation Rules set by the Australian Centre for International Commercial Arbitration; and
- (iv) if the mediation does not proceed within the agreed timetable or is not successful in resolving the dispute, the dispute will be submitted to final and binding arbitration in Melbourne, Victoria to be administered by the Australian Resolution Institute. The arbitration will be conducted in accordance with the Resolution Institute's Rules for Arbitration that are operating at the time the dispute is referred to it.

(d) Nothing in this Agreement precludes a party from taking immediate steps to seek injunctive relief, specific performance and/or declaratory relief before the appropriate court within the State of Victoria.

(e) Notwithstanding the existence of a dispute, each party will continue to perform its obligations under this Agreement.

## Assignment or sub-letting

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### 33 Assignment

33.1 CFA shall not assign or sub-let or grant a licence to use the whole or any part of the Premises without written approval from the Licensor.

## CFA statutory functions

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### 34 CFA Statutory Functions

34.1 The Licensor acknowledges that:

- (a) CFA has statutory functions and obligations under the Act, including

the function of providing rural fire services in Victoria; and

- (b) there is a general power under section 20AA(1) of the Act that allows CFA to do all things necessary or convenient to be done for, or in connection with, the performance of its functions and obligations.

34.2 The parties acknowledge and agree that obligations of CFA under this Agreement will be suspended, either partly or in full, if in the reasonable opinion of CFA such suspension is necessary in order for CFA to be able discharge its functions and obligations under the Act.

34.3 The Licensor will not be entitled to any form of compensation (including a reduction of fees) and agrees not to make any claims for Loss arising out of or in connection with a suspension under clause 34.2.

## **General provisions**

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### **35 Further assurance**

35.1 Each party must promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this Agreement.

### **36 Severability**

36.1 If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.

### **37 Entire understanding**

37.1 This Agreement is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement, and supersedes any prior agreement or understanding on anything connected with that subject matter.

### **38 Relationship**

38.1 Nothing contained in this Agreement shall be deemed to create a partnership, joint venture, agency, employment, fiduciary or other relationship between the parties.

### **39 Variation**

39.1 Subject to the remainder of this clause 39.1, an amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.

39.2 The parties agree and acknowledge that the rights and responsibilities of the parties under

this Agreement are subject to change as a result of change to applicable Government Policy. If, in the reasonable view of CFA, a change in Government Policy requires amendment to this Agreement, CFA may propose amendment to this Agreement in writing to the Licensor, and if the Licensor does not object or respond to the proposed amendments within 30 Business Days, the proposed amendments are deemed to be accepted by the Licensor.

## **40 Waiver**

40.1 No failure to exercise and no delay in exercising any right, power or remedy under this Agreement will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

## **41 Costs and outlays**

41.1 Each party must pay its own costs and outlays connected with the negotiation, preparation and execution of this Agreement.

## **42 Consents and approvals**

42.1 If anything in this Agreement is subject to the consent or approval of a party then, unless expressly stated otherwise, that consent or approval may be given or withheld at the absolute discretion of that party.

## **43 Governing law and jurisdiction**

43.1 The law of the State of Victoria governs this Agreement. The parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria and the Commonwealth of Australia.

## **44 Counterparts**

44.1 This Agreement may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same agreement.

44.2 This Agreement is binding on the parties on the exchange of executed counterparts. A copy of an original executed counterpart sent by email:

- (a) must be treated as an original counterpart;
- (b) is sufficient evidence of the execution of the original; and
- (c) may be produced in evidence for all purposes in place of the original.



**45 Electronic signatures**

45.1 The parties agree that:

(a) this Agreement may be executed by each party affixing an electronic signature and communicating the Agreement so executed to each other

party by way of email communication;  
and

(b) execution by the method set out in clause 45(a) is reasonable in the circumstances to identify the party (or the person executing on the party's behalf) and the party's agreement to the contents of this Agreement.

# Schedule 1 – General

<b>Item 1</b>	<b>Term</b> Commencement Date: [insert date] End Date: [insert date] Term: [insert period of tenancy]
<b>Item 2</b>	<b>Extension of Term</b> Further Term: [insert period if applicable]
<b>Item 3</b>	<b>Insurance requirements</b> CFA will hold and maintain the following insurances for the Term: <ul style="list-style-type: none"><li>• <b>Public liability:</b> Minimum coverage of [AU\$20 million in the aggregate/per claim].</li><li>• <b>Relevant property insurance:</b> coverage of the Premises and contents against physical loss, destruction or damage.</li></ul>
<b>Item 4</b>	<b>Notice details for Licensor</b> Att: [insert name] [insert address] Email: [insert email]
<b>Item 5</b>	<b>Notice details for CFA</b> Att: [insert name] Country Fire Authority 8 Lakeside Drive Burwood East Vic 3151 Email: [insert email]
<b>Item 6</b>	<b>Licence Fee</b> Licence Fee: AU\$[insert fee]. <b>Payment of Licence Fee:</b> Licensor will invoice CFA for the Licence Fee [insert invoicing intervals - e.g. annually on the Commencement Date and every 12 months from the Commencement Date - including whether this is payable in advance or arrears]. CFA will pay the Licence Fee [insert payment terms - e.g. within 30 days of receipt of invoice]. <b>Nominated account for payment:</b> [insert Licensor's nominated bank account details].
<b>Item 7</b>	<b>Use of Premises</b> CFA shall use the Premises solely for the purpose of establishing storage (including water storage) and office facilities, to enable occupation for aviation operations support during fire danger periods.
<b>Item 8</b>	<b>Limitation of liability</b> [insert]

# Schedule 2 - Description of the Premises

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<b>Item 1</b>	<b>Location of the Premises</b> [insert address]
<b>Item 2</b>	<b>Premises</b> Part of the Premises being the area highlighted in the Premises Survey Plan (Schedule 4).
<b>Item 3</b>	<b>Agreed Premises Preparation</b> The Licensor will provide access to mains power for the continual operation of the CFA Equipment at the Premises. [insert any additional requirements and applicable timeframes]
<b>Item 4</b>	<b>Security requirements</b> [insert any applicable requirements, such as restrictions to authorised Personnel, installation of security locks, gates, etc, and limited access to keys/passes, etc.]

# Schedule 3 - CFA Equipment

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<b>Item 1</b>	<b>List of CFA Equipment</b>  [insert details of all relevant equipment on the Premises, including storage, office facilities, etc.]
<b>Item 2</b>	<b>Process for varying the list of CFA Equipment</b>  From time to time CFA may vary the list of equipment by replacing an existing piece of equipment with a similar piece of equipment. [In doing so CFA will notify the Licensor of any such change that will impact this Agreement. Otherwise the variation of the equipment is a standard change and does not warrant CFA notifying the Licensor].
<b>Item 3</b>	<b>Installation</b>  (a) CFA will install the CFA Equipment as set out in the Premises Survey Plan in Schedule 4.  (b) CFA will [insert any Licensor requirements for the CFA Equipment installation, such as pre-approved or pre-arranged Premises access, Premises induction or sign in on arrival for Personnel].  (c) The Licensor will provide the following to assist the installation of the CFA Equipment:  (i) access to the Premises on specified installation day(s) and when maintenance services are required; and  (ii) any other installation requirements as set out in Schedule 4.
<b>Item 4</b>	<b>Maintenance services</b>  CFA, and/or its Contractors will perform annual (or more regular) maintenance of the CFA Equipment by carrying out some or all of the following activities:  [insert details of planned maintenance activities]

# Schedule 4 - Premises Survey Plan

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[Insert Plan identifying the location of the Premises and outlining the details/location of the CFA Equipment installation at the Premises]

# Signing page

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**EXECUTED** as an Agreement.

**Signed** for and on behalf of **Country Fire Authority of Victoria** ABN 39 255 319 010 by its duly delegated officer in the presence of:

.....  
Signature of witness

.....  
Name of witness (print)

.....  
Signature of authorised officer

.....  
Name of authorised officer

.....  
Date

**Signed** for and on behalf of **[insert Licensor]** ABN **[insert]** by its duly delegated representative in the presence of:

.....  
Signature of witness

.....  
Name of witness (print)

.....  
Signature of delegated representative

.....  
Name of delegated representative

.....  
Date