



Government of **Western Australia**  
Department of **Treasury**  
**Strategic Projects**

# The new Perth Stadium Project

## Operating Phase Licence

SP0793712

The State of Western Australia  
(**State of Western Australia**)

and

Western Australian Sports Centre Trust, trading as VenuesWest  
(**Governance Agency**)

and

Westadium Project Co Pty Ltd in its personal capacity and as trustee for  
Westadium Project Unit Trust  
(**Project Co**)

## Contents

<b>1</b>	<b>Definitions, Interpretation And Related Matters .....</b>	<b>2</b>
1.1	Definitions .....	2
1.2	General .....	2
1.3	Interpretation.....	2
1.4	Related matters .....	4
1.5	The Agreement prevails.....	4
1.6	Continuance of rights.....	4
<b>2</b>	<b>Licence.....</b>	<b>4</b>
2.1	Grant of Licence .....	4
2.2	Project Co to pay Licence Payments.....	5
2.3	Access by Subcontractors .....	5
<b>3</b>	<b>Assignment and Subletting .....</b>	<b>5</b>
<b>4</b>	<b>Termination of Licence.....</b>	<b>5</b>
<b>5</b>	<b>Non Payment of Licence Payments .....</b>	<b>6</b>
<b>6</b>	<b>Costs and Expenses .....</b>	<b>6</b>
<b>7</b>	<b>Confidentiality under the PPSA.....</b>	<b>6</b>
<b>8</b>	<b>Dispute Resolution .....</b>	<b>6</b>
<b>9</b>	<b>GST.....</b>	<b>6</b>
<b>10</b>	<b>Notices .....</b>	<b>7</b>
10.1	General Notices .....	7
10.2	Party details .....	8
<b>11</b>	<b>General.....</b>	<b>8</b>
11.1	Interest.....	8
11.2	Relationship of parties .....	8
11.3	State's rights, duties, powers and functions .....	8
11.5	Counterparts .....	9
11.6	Governing law.....	9
11.7	Waiver and estoppel.....	9
11.8	Variations and waivers.....	9
11.9	Amendments to this Licence .....	9
11.10	Joint and several Liability.....	10
11.12	No representations or warranties .....	10
11.13	Statutory functions .....	10
11.14	Clauses to survive termination .....	10
11.15	Costs and expenses .....	10
11.16	Further acts and documents.....	10
11.17	Severability of provisions.....	11
	<b>Execution page.....</b>	<b>12</b>
	<b>Schedule 1 – Particulars .....</b>	<b>14</b>
	<b>Schedule 2 – Operating Phase Site Plan.....</b>	<b>15</b>
	<b>Schedule 3 – Licence Payments Schedule .....</b>	<b>16</b>

## Operating Phase Licence

This Licence is made on [insert date]

between

The State of Western Australia (**State of Western Australia**)

and

Western Australian Sports Centre Trust, trading as VenuesWest ABN 47 894 197 015, a body corporate constituted under section 4 of the *Western Australian Sports Centre Trust Act 1986 (WA)* (**Governance Agency**)

and

Westadium Project Co Pty Ltd (ACN 169 900 547) in its personal capacity and as trustee for Westadium Project Unit Trust (**Project Co**)

and the parties agree as follows:

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### Recitals

- A. The State and Project Co have entered into the Agreement pursuant to which Project Co agrees to:
- (a) undertake and partially finance the DBFM Works;
  - (b) perform the Services; and
  - (c) Handover the Stadium and Sports Precinct.
- B. The State agrees to grant, and Project Co agrees to take, a non-exclusive licence to use the Stadium and Sports Precinct Area for the duration of the Operating Phase and otherwise on the terms and conditions of this Licence.
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**This deed witnesses as follows:**

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## Operative Provisions

### 1 DEFINITIONS, INTERPRETATION AND RELATED MATTERS

#### 1.1 Definitions

Unless the context otherwise requires, or where defined in Clause 1.2, capitalised terms in this Licence have the meaning given to them in Clause 1.1 of the Agreement.

#### 1.2 General

In this Licence:

<b>Term</b>	<b>Meaning</b>
<b><i>Additional Receivables</i></b>	has the meaning given to it in the Receivables Purchase Deed.
<b><i>Agreement</i></b>	means the document entitled “The new Perth Stadium DBFM Project Design, Build, Finance and Maintain (DBFM) Project Agreement” between the State and Project Co executed on [insert].
<b><i>Licence</i></b>	means this licence and includes all Schedules to it.
<b><i>Licence Payment</i></b>	means each licence payment calculated in accordance with Schedule 3.
<b><i>Licence Payment Date</i></b>	means each date specified under the heading ‘Licence Payment Date’ in the Model Output Schedule.
<b><i>Licence Payment Period</i></b>	means each period of one month ending on a Licence Payment Date.
<b><i>Stadium and Sports Precinct Area</i></b>	means the land and all fixtures on that land described in Item 1 of Schedule 1 (Particulars) and shown on the plan attached as Schedule 2 (Operating Phase Site Plan).
<b><i>State</i></b>	means the Governance Agency and the State of Western Australia.

#### 1.3 Interpretation

In this Licence unless the context otherwise requires:

- (a) **(persons)**: references to a person include an individual, a body politic, the estate of an individual, a firm, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a trust, a trustee or a partnership;
- (b) **(includes)**: the words “including”, “includes” and “include” will be read as if followed by the words “without limitation”;
- (c) **(or)**: the meaning of “or” will be that of the inclusive “or”, that is meaning one, some or all of a number of possibilities;
- (d) **(party)**: a reference to a “party” is to a party to this Licence;
- (e) **(other persons)**: a reference to any party or person includes each of their legal representatives, trustees, executors, administrators, successors, and permitted substitutes and assigns, including any person taking part by way of novation;
- (f) **(Authority)**: a reference to any Authority, Utility Company, institute, association or body is:
  - (i) if that Authority, Utility Company, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that Authority, Utility Company, institute, association or body are transferred to another organisation, a reference to the reconstituted, renamed or

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- replaced organisation or the organisation to which the powers or functions are transferred, as applicable; and
- (ii) if that Authority, Utility Company, institute, association or body ceases to exist, a reference to the organisation which serves substantially the same purposes or objectives as that Authority, Utility Company, institute, association or body;
- (g) **(this Licence)**: a reference to this Licence or to any other deed, agreement, document, circular, policy or instrument includes a reference to this Licence or such other deed, agreement, document, circular, policy or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (h) **(legislation)**: a reference to any legislation or to any section or provision of it includes any amendment to or re-enactment of, or any statutory provision substituted for that legislation, section or provision;
- (i) **(rights)**: a reference to a right includes any benefit, remedy, discretion, authority or power;
- (j) **(singular)**: words in the singular include the plural (and vice versa) and words denoting any gender include all genders;
- (k) **(headings)**: headings are for convenience only and do not affect the interpretation of this Licence;
- (l) **(schedules)**: a reference to this Licence includes all Schedules;
- (m) **(Clauses)**: a reference to:
- (i) a Clause or Schedule is a reference to a Clause or Schedule of or to this Licence unless otherwise stated;
- (ii) a paragraph is a reference to a paragraph in the Clause in which the reference appears; and
- (iii) a Section is a section of a Schedule;
- (n) **(defined meaning)**: where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (o) **(\$)**: a reference to "\$" is to Australian currency;
- (p) **(time)**: a reference to time is a reference to Australian Western Standard Time;
- (q) **(form)**: writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions and communication by email;
- (r) **(construction)**: no rule of construction applies to the disadvantage of a party on the basis that the party put forward or drafted this Licence or any part;
- (s) **(information)**: a reference to "information" includes information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated;
- (t) **(remedy)**: the use of the word "remedy" or any form of it in this Licence means that the event to be remedied must be cured or its effects overcome;
- (u) **(may)**: the term "may", when used in the context of a power or right exercisable by the State or the State Representative, means that the State or the State Representative (as the case may be) can exercise that right or power in its absolute and unfettered discretion and the State or the State Representative (as applicable) has no obligation to Project Co to do so;
- (v) **(no double counting)**: if this Licence requires calculation of an amount payable to a party there should be no double counting in calculating that amount;
- (w) **(writing)**: references to a notice, request, Claim, consent, approval, record or report means that the notice, request, Claim, consent, approval, record or report must be in writing unless otherwise agreed by the parties or expressly stated in this Licence; and
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- (x) **(deed)**: this Licence is intended to take effect as a deed and a reference to 'this Licence' is a reference to 'this deed'.

#### 1.4 Related matters

- (a) **(Provisions limiting or excluding Liability)**: Any provision of this Licence which seeks either expressly or by implication to limit or exclude any Liability of a party is to be construed as doing so only to the extent permitted by Law.
- (b) **(Cost of performing obligations)**: Each party must perform its obligations in accordance with this Licence at its own cost, unless expressly provided otherwise.
- (c) **(Project Co obligations)**: In complying with or accepting any obligation or risk in accordance with this Licence, Project Co must procure that, to the extent applicable, each Project Co Associate is required to comply with or accept the relevant obligation or risk and not cause Project Co to breach its obligations in accordance with this Licence.
- (d) **(Business Day)**: If the day on or by which any thing is to be done in accordance with this Licence is not a Business Day, that thing must be done on the next Business Day.
- (e) **(Discretion)**: Any consent or approval in accordance with this Licence from the State or the State Representative may be given or withheld, or may be given subject to such conditions (other than the payment of money), as the State or the State Representative (in its absolute discretion) thinks fit, unless this Licence provides otherwise.
- (f) **(Licence composition)**: This Licence comprises:
- (i) Clauses 1 to 11; and
  - (ii) Schedule 1 (Particulars) to Schedule 3 (Licence Payments Schedule).

#### 1.5 The Agreement prevails

To the extent of any inconsistency, ambiguity or discrepancy between this Licence and the Agreement, the Agreement prevails to the extent of the inconsistency.

#### 1.6 Continuance of rights

- (a) This Licence does not affect the liabilities, rights, powers or remedies of a party in accordance with any other Project Document.
- (b) The failure by a party (other than Project Co) to comply with the provisions of this Licence does not affect the liability of Project Co in accordance with any other Project Document except to the extent contemplated by any other Project Document.

## 2 LICENCE

### 2.1 Grant of Licence

- (a) In consideration of the Licence Payments, the State grants to Project Co a non-exclusive licence to access and use the Stadium and Sports Precinct Area during the Operating Phase for the purpose of providing Services under and exercising its rights and performing its other obligations under the Agreement.
- (b) The State and Project Co acknowledge and agree that Project Co will occupy the Stadium and Sports Precinct Area as a non-exclusive licensee only and this Licence does not create, or grant to Project Co, any exclusive occupation, possession or use of the Stadium and Sports Precinct Area or any rights of ownership in or title to the Stadium and Sports Precinct Area.
- (c) The State (and those claiming through it) may, at any time and at all times, exercise all its rights in the Stadium and Sports Precinct Area (including its right to use, possess and enjoy the Stadium and Sports Precinct Area and any part of it and its right to further develop the Stadium and Sports Precinct, or any part of it) subject to the terms and conditions of the State Project Documents.
- (d) The State represents and warrants that it has the necessary right, title and interest in the Stadium and Sports Precinct Area and the power and authority, to validly grant and observe its obligations under the licence referred to in Clause 2.1(a) and other provisions of this Licence.

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## 2.2 Project Co to pay Licence Payments

- (a) On and from the Date of Commercial Acceptance, Project Co covenants to pay each Licence Payment to the State on each Licence Payment Date until the Expiry Date without any abatement, deduction or right of set off.
- (b) The parties will adjust the Licence Payments to reflect any adjustment to the Receivables Purchase Payment under clause 21A.1(c) (Completion Price) of the Agreement.
- (c) If the State agrees to pay a Securitised Modification Payment under the Agreement, the Licence Payments will be increased in order to ensure that the relevant Receivables Purchase Price for the Additional Receivables is equal to that Securitised Modification Payment.
- (d) Project Co acknowledges that the State has offered to assign the Licence Payments (exclusive of GST) to Finance Co under the Receivables Purchase Deed. On receipt of a notice of assignment:
  - (i) Project Co must pay each Licence Payment payable under this Licence and any other amounts (exclusive of GST) to Finance Co in accordance with the notice;
  - (ii) any such payment will discharge the liability of Project Co to pay the Licence Payments to the State under this Licence; and
  - (iii) Project Co must pay the GST payable in respect of each Licence Payment to the State, but it is only obliged to make that payment when it has been provided with a tax invoice in respect of the relevant Licence Payment.

## 2.3 Access by Subcontractors

- (a) Project Co may permit Project Co Associates to access and use the Stadium and Sports Precinct Area for any or all of the same purposes referred to in Clause 2.1(a).
- (b) Project Co is responsible for the acts or omissions of Project Co Associates as though they were acts or omissions of Project Co.

## 3 ASSIGNMENT AND SUBLETTING

- (a) Subject to Clause 2.3, Project Co must not assign or transfer its rights under this Licence, nor sublet, part with or share possession of the Stadium and Sports Precinct Area without the prior written consent of the State, which consent may be given or withheld at the State's absolute discretion or, in respect of Commercial Opportunities, in accordance with Clause 38 (Commercial Opportunities) of the Agreement.
- (b) Nothing in this Licence prevents the State from assigning or transferring or otherwise disposing of any of its rights, title or interest in the Stadium and Sports Precinct Area in accordance with Clause 46.4 (Assignment by the State) of the Agreement.

## 4 TERMINATION OF LICENCE

- (a) Save for the rights expressly stated in this Clause 4 and to the extent permitted by Law, neither party will have any right to terminate this Licence unless the Agreement is also terminated in accordance with its terms, in which case neither party will have any Claim against the other arising out of or in respect of such termination other than any Claim that party may have arising in connection with the Agreement.
- (b) Subject to any earlier determination in accordance with Clause 4(a), this Licence will terminate at 11:59pm on the Expiry Date and neither party will have any Claim against the other arising out of or in respect of such termination other than any Claim that party may have arising in connection with the Agreement.

## 5 NON PAYMENT OF LICENCE PAYMENTS

Notwithstanding anything else in the Project Documents, the State acknowledges that, if a Licence Payment to be made in accordance with Clause 2.2 is not received in full or at all under this Licence, such non-payment will not constitute an Event of Default.

## 6 COSTS AND EXPENSES

Project Co will, upon demand, pay to the State, and keep the State indemnified against, its costs, expenses, duties and fees of or incidental to:

- (a) any deed or agreement in relation to, or any consent, approval or waiver obtained from the State under or in relation to, this Licence;
- (b) the taking of enforcement action by the State pursuant to the Licence, including the fees of all professional consultants properly incurred by the State (including legal costs on a full indemnity basis); and
- (c) obtaining reports from any consultant engaged by the State in respect of any circumstance described in Clauses 6(a) and 6(b).

## 7 CONFIDENTIALITY UNDER THE PPSA

The parties intend that this Licence is a confidentiality agreement (within the meaning of section 275(5) of the PPSA) and the parties agree that any request for disclosure of this Licence made under section 275 of the PPSA must be treated accordingly.

## 8 DISPUTE RESOLUTION

- (a) Each party may refer a dispute, despite any other provision, in accordance with this Licence to dispute resolution in accordance with this Clause 8.
- (b) If a matter is referred for expert determination in accordance with this Clause 8:
  - (i) any dispute or difference of opinion arising between the parties in relation to that matter must be resolved in the same manner that disputes or differences of opinion referred for expert determination in accordance with the Agreement are resolved; and
  - (ii) accordingly, the provisions of Clause 45 (Dispute Resolution) of the Agreement are incorporated into this Licence but as if:
    - (A) the only persons party to the Agreement, and the only persons party to the relevant dispute or difference of opinion, are the parties to the relevant dispute under or in connection with this Licence; and
    - (B) the only matters for expert determination in accordance with those provisions are the matters referred for expert determination in accordance with this Licence.

## 9 GST

- (a) **(Application of Clause):** This Clause 9 applies as if the GST Law imposed GST, and was able to impose GST, in the circumstances prescribed in the GST Law, on property of any kind belonging to a State (as that expression is used in section 114 of the *Commonwealth of Australia Constitution Act 1900* (Cth)).
- (b) **(Construction):** In this Clause 9:
  - (i) words and expressions which are not defined in this Licence but which have a defined meaning in the GST Law have the same meaning as in the GST Law;
  - (ii) GST Law has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (iii) references to GST payable and input tax credit entitlement include GST payable by, and the input tax credit entitlement of, the representative member for a GST group of which the entity is a member.
- (c) **(Nominated Entity):** The State confirms that the entity nominated to be responsible for the administration of the State's GST reporting obligations



- (Nominated Entity)** is registered for GST as at the date of this Licence. The parties acknowledge that the Nominated Entity will be responsible for administering the obligations in accordance with this Clause 9 on behalf of the State.
- (d) **(Additional amount):** Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided in accordance with this Licence are exclusive of GST.
- (e) **(Payment of GST):**
- (i) If GST is payable on any supply made by a party (**Supplier**) under or in connection with this Licence, the recipient will pay to the Supplier an amount equal to the GST payable on the supply.
- (ii) The recipient will pay the amount referred to in Clause 9(e)(i) in addition to and at the same time that the consideration for the supply is to be provided in accordance with this Licence.
- (f) **(Tax invoices):**
- (i) The Supplier must deliver a tax invoice or an adjustment note to the recipient before the Supplier is entitled to payment of an amount under Clause 9(e).
- (ii) The recipient can withhold payment of any amount payable in accordance with this Clause 9 until the Supplier provides a tax invoice or an adjustment note, as appropriate.
- (g) **(Adjustment event):** If an adjustment event arises in connection with a taxable supply made by a Supplier in accordance with this Licence, the amount payable by the recipient in accordance with this Clause 9 will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.
- (h) **(Reimbursements):** Where a party is required in accordance with this Licence to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:
- (i) the amount of the expense or outgoing less any input tax credits in connection with the expense or outgoing to which the other party is entitled; and
- (ii) if the payment or reimbursement is subject to GST, an amount equal to that GST.

## 10 NOTICES

### 10.1 General Notices

- (a) **(Form of Notices):** Each communication (including each notice, consent, approval, request and demand) in accordance with or in connection with this Licence (in this Clause 10, '**Notices**):
- (i) must be in writing; and
- (ii) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party.
- (b) **(Procedure for sending Notices):** All Notices must be:
- (i) delivered or posted by prepaid post to the address; or
- (ii) sent by email in the form of a .pdf file letter (or such other form agreed by the State) to the email address,
- of the addressee set out in Clause 10.2 (or as otherwise notified by that party to each other party from time to time).
- (c) **(Date of receipt):** Subject to Clause 10.1(d), a Notice is taken to be received by the addressee:
- (i) in the case of prepaid post, on the third Business Day after the date of posting to an address within Australia, and on the fifth Business Day after the date of posting by airmail to an address outside Australia;

- (ii) in the case of email, at the time in the place to which it is sent equivalent to the time shown on the automatic receipt notification received by the party sending the email from the recipient stated in Clause 10.2; and
- (iii) in the case of delivery by hand, on delivery.
- (d) **(Next Business Day)**: If the communication is taken to be received on a day which is not a Business Day or after 5.00pm, it is taken to be received at 9.00am on the next Business Day.
- (e) **(Notices sent by email)**: In connection with communications sent by email:
  - (i) only the letter in .pdf format attached to the email and any attachments to such letter which are referred to in the letter, will form part of the communication in accordance with this Clause 10. Any text in the body of the email or the subject line will not form part of the communication; and
  - (ii) Project Co must ensure that, in connection with any communications in accordance with or in connection with this Licence:
    - (A) its firewall or mail server (or both) (as applicable):
      - (1) allows messages of up to 14 MB to be received;
      - (2) does not trap any messages in the spam filter which have been sent from any State domain; and
      - (3) automatically sends a receipt notification to the sender upon receipt of a message; and
    - (B) its systems automatically send a notification message to each of the sender and the recipient when a message is received by the recipient's domain but cannot or will not be delivered to the recipient.

## 10.2 Party details

*[Not disclosed]*

## 11 GENERAL

### 11.1 Interest

- (a) If a party fails to pay any amount payable by that party to the other party within the time required in accordance with this Licence, then it must pay interest on that amount in accordance with Clause 11.1(b).
- (b) Interest is:
  - (i) payable from the due date until payment is made before and, as an additional and independent obligation, after any judgment or other thing into which the Liability to pay the money payable becomes merged;
  - (ii) calculated on daily balances at the Default Rate; and
  - (iii) capitalised Monthly.
- (c) The amount calculated in accordance with Clause 11.1(b) will be a party's sole entitlement to interest including damages for loss of use of, or the cost of borrowing, money.

### 11.2 Relationship of parties

- (a) Except to the extent expressly provided by this Licence, no duty of good faith is implied on either party in connection with its relationship with the other party.
- (b) Neither this Licence nor the relationship created by it, is intended to create, and will not be construed as creating, any partnership or joint venture as between the parties.
- (c) Project Co must not act as or represent itself to be the servant or agent of the State.

### 11.3 State's rights, duties, powers and functions

- (a) **(State's own interests)**: Unless this Licence expressly provides otherwise, nothing in this Licence gives rise to any duty on the part of the State to consider interests

other than its own interests when exercising any of its rights or performing any of its obligations in accordance with this Licence.

- (b) **(State's powers, functions or duties):** Notwithstanding anything contained or implied in this Licence to the contrary, the parties expressly agree that the State is not obliged to exercise a power, function or duty which is granted to or within the responsibility of any other Government Agency, or to influence, over-ride or direct any Government Agency in the proper exercise and performance of its legal duties and functions.
- (c) **(No fettering):** Nothing contained in this Licence or contemplated by this Licence has the effect of constraining the State or placing any fetter on the State's discretion to exercise or not to exercise any of its statutory rights, duties, powers or functions.
- (d) **(No Claim):** Subject to Clause 11.3(e), Project Co will not be entitled to make any Claim against the State under the Project Documents for any Liability relating to any exercise or failure of the State to exercise its statutory rights or duties.
- (e) **(Liability for breach):** Clauses 11.3(a) to 11.3(d) do not limit any Liability of the State which the State would have had to any party in accordance with any State Project Document as a result of a breach by the State of a term of any State Project Document but for Clauses 11.3(a) to 11.3(d).

#### 11.4 Entire agreement

This Licence and the Agreement constitute the entire agreement and understanding between the parties in respect of its subject matter and supersedes any prior agreement (whether in writing or not), negotiations, discussions, understandings and agreements between the parties in relation to the subject matter of this Licence.

#### 11.5 Counterparts

This Licence may be executed in any number of counterparts and all of such counterparts taken together will be deemed to constitute one and the same instrument.

#### 11.6 Governing law

This Licence is governed by and will be construed according to the Laws of Western Australia and the parties irrevocably submit to the exclusive jurisdiction of the courts of that State and the courts competent to determine appeals from those courts.

#### 11.7 Waiver and estoppel

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy under any Law or under this Licence by the State does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided under any Law or this Licence.
- (b) A waiver given by the State under this Licence is only effective and binding on the State if it is given or confirmed in writing by the State.
- (c) No waiver of a breach of a term of this Licence operates as a waiver of any other breach of that term or of a breach of any other term of this Licence.
- (d) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy under any Law or under this Licence by the State does not preclude, or operate as an estoppel of any form of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided under any Law or under this Licence.

#### 11.8 Variations and waivers

No variation, modification or waiver of any provision in this Licence, nor consent to any departure by any party from any such provision, will be of any effect unless it is in writing and signed by the parties or (in the case of a waiver) by the party giving it. Any such variation, modification, waiver or consent will be effective only to the extent to or for which it may be made or given.

#### 11.9 Amendments to this Licence

This Licence may only be varied by a deed executed by or on behalf of each party.

**11.10 Joint and several Liability**

If Project Co consists of more than one person, then the rights and obligations of Project Co in accordance with this Licence are joint and several as between those persons.

**11.11 Indemnities**

- (a) Each indemnity in this Licence is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination or expiration of this Licence.
- (b) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this Licence.
- (c) A party must pay on demand any amount it must pay in accordance with an indemnity in this Licence.
- (d) The State and Project Co agree that:
  - (i) each indemnity or promise referred to in this Licence in favour of Indemnified Persons is held on trust by the State for the benefit of any of the Indemnified Persons; and
  - (ii) the consent of the Indemnified Persons referred to in Clause 11.11(d)(i) will not be required for any amendment to, or waiver of rights in accordance with, a State Project Document.

**11.12 No representations or warranties**

The State and Project Co agree that:

- (a) no information, representation or warranty by the State or any State Associates was supplied or made with the intention or knowledge that it would be relied on by Project Co in entering into this Licence;
- (b) no information, representation or warranty (express or implied) has been relied on or will be relied on by Project Co in entering into and performing its obligations pursuant to this Licence; and
- (c) all representations and warranties (express or implied) as to matters relating to this Licence or the Stadium and Sports Precinct Area are to the extent permitted by Law expressly negated unless, and then only to the extent that, such matters are the subject of the express terms of the Agreement.

**11.13 Statutory functions**

Nothing contained in or implied by this Licence or any document contemplated by this Licence has the effect of constraining the State or placing any fetter on its statutory rights, duties, powers and functions.

**11.14 Clauses to survive termination**

- (a) All provisions of this Licence which expressly or by implication from their nature are intended to survive termination, completion or expiration of this Licence will survive such termination, completion or expiration.
- (b) No right or obligation of any party will merge on completion of any transaction in accordance with this Licence. All rights and obligations in accordance with this Licence survive the execution and delivery of any transfer or other agreement which implements any transaction in accordance with this Licence.

**11.15 Costs and expenses**

Except as otherwise provided in this Licence each party must:

- (a) pay its own costs and expenses in connection with negotiating, preparing, executing and performing this Licence; and
- (b) perform its obligations in accordance with this Licence at its own cost.

**11.16 Further acts and documents**

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to each party) required by Law or reasonably requested by another party to give effect to this Licence.

**11.17 Severability of provisions**

Any provision of this Licence that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Licence nor affect the validity or enforceability of that provision in any other jurisdiction.

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**Execution page**

**Executed as an agreement.**

**Executed by [insert] in [his/her] capacity as the Premier of Western Australia, on behalf of the State of Western Australia** in the presence of:

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Signature Witness

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Print name of Witness

The common seal of **Western Australian Sports Centre Trust, trading as VenuesWest** is fixed to this document in the presence of:

*sign here*



---

Authorised Representative

*print name*

---

Graham Partridge

*sign here*



---

Authorised Representative

*print name*

---

David Etherton

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**Signed for and on behalf of Westadium Project Co Pty Ltd ACN 169 900 547 in its personal capacity and as trustee for Westadium Project Unit Trust** by its attorney under a power of attorney dated **[insert]** in the presence of:

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Signature of witness

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Full name of witness

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Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney

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Full name of attorney

## **Schedule 1 – Particulars**

**Item 1 Stadium and Sports Precinct Area**

The Stadium and Sports Precinct Area as shown on the plan attached at Schedule 2 (Operating Phase Site Plan).



## **Schedule 2 – Operating Phase Site Plan**

(Attach plan of the Stadium and Sports Precinct Area)

## **Schedule 3 – Licence Payments Schedule**

### **Licence Payment**

Licence Payments are as set out in the Model Output Schedule for each Licence Payment Date.