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## **LINK-UP HOSTING AGREEMENT**

Between

**Link Up (Qld) Aboriginal Corporation**

and

**The Hosting Organisation**

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**Date:**

**2007**

# LINK-UP HOSTING AGREEMENT

dated

2007

BETWEEN

**Link Up (Qld) Aboriginal Corporation**

ABN/ACN 36 073 956 496

of 6 Cordelia Street South Brisbane Queensland 4101

(“LUQ”)

AND

**The Host Organisation**

details of which are set out in the Schedule

(the “Host Organisation” )

## RECITALS

- A. LUQ is an Aboriginal corporation registered under the Aboriginal Councils and Associations Act 1976 (Cth)
- B. The objects of LUQ are:-
  - a) To relieve the continuing suffering and distress of any of those Aboriginal people who have been separated from their families, especially when young, by arranging to reunite them with their families;
  - b) To directly assist all those Aboriginal people who, through destitution or helplessness, need assistance to obtain such information as may be available relating to their family history for the purpose of their gaining greater knowledge of their family and

community and Aboriginal culture, values and beliefs, as and when requested by those individuals concerned; and

- c) To directly assist all reunited Aboriginal people to overcome trans-generation trauma brought about by separation, through access to counselling services and post-reunion support groups
- C. LUQ wishes to expand its operational reach into regional Queensland to meet demand for link up services in regional centres
- D. LUQ has recently been funded by the Commonwealth **Office for Aboriginal and Torres Strait Islander Health** to provide counselling services to Eligible Clients and LUQ has or will shortly engage LUQ Counsellors as full-time employees to deliver the LUQ Counselling Services
- E. The Host Organisation is an Aboriginal organisation that currently provides services to Aboriginal and Torres Strait Islander clients from its Host Premises
- F. LUQ and the HO have agreed that the Host Organisation will grant a licence to LUQ to enable LUQ to provide its LUQ Counselling Services from the Host Premises and on the terms and conditions of this Agreement.

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## OPERATIVE PROVISIONS

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### 1. DEFINITIONS & INTERPRETATION

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#### 1.1 DEFINITIONS

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In this Agreement, including the Recitals, unless the context indicates otherwise, the following terms have the following meanings:

***Business Day***

means a day on which banks are open for general banking business in Brisbane

***Eligible Client***

means any person for whom LUQ is funded to provide Link-up Services

***Client Information***

means any personal information whatsoever in relation to a client of either party and it includes, without limitation, any information given by a person to LUQ in assessing whether the person is an Eligible Client

***Commencement Date***

means the commencement date specified in the Schedule

***Link-up Logos***

mean the logos and emblems used by LUQ in connection with the provision of the Link-Up Programme.

***Link-up Services***

means the services provided and performed by LUQ involving provision of assistance in finding and locating the family and relatives of indigenous persons in Queensland including those in the “stolen generation” and the provision of LUQ Counselling Services

***LUQ Counselling Services***

means the provision of a range of counselling services to LUQ clients at any stage during the tracing and re-union process, as required and agreed with the client

***Business Information***

means any information whatsoever of commercial value (not being in the public domain) contained or concerning the clients, suppliers, business affairs, operations, accounts, marketing plans, development plans, financial plans, sales plans, costings, prices, research, feasibility studies, strategies, financing, intellectual property, industrial property, trade secrets, processes or other documents materials or other information whether in writing or otherwise of either party to which the other gains access at any time whatsoever and includes any information, documentation, materials or items which either party designates as confidential.

***Month***

means calendar month

***Person***

means and includes natural persons and incorporated and unincorporated bodies and associations

***Privacy Act***

means the Privacy Act 1998 (Cth)

***Schedule***

means the schedule to this agreement

***Term***

means the term of this Agreement as set out in and subject to clause 3

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***Trade Mark***

means the registered trade mark “Link-Up (QLD)” being registration number 874899

***“Licence”***

means the licence granted pursuant to this Agreement

***“Host Services”***

means the business operations and/or services provided by the Host Organisation

***“Option Licence”***

means the Licence arising on exercise of the option under clause 3.2

***“Option Term”***

means the term of the Option Licence, referred to in clause 3.2

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**1.2 INTERPRETATION**

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In this Agreement, except to the extent that the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include every gender;
- (c) other grammatical forms of defined words and expressions have corresponding meanings;
- (d) references to any document (including this Agreement) are references to that document as amended, consolidated, supplemented, novated or replaced from time to time;
- (e) headings are for convenience only and shall be ignored in construing this Agreement;
- (f) references to a party mean a party to this Agreement and include

references to the party's respective successors and permitted assigns;

- (g) references to law include references to any constitutional provision, treaty, decree, convention, statute, act, regulation, rule, ordinance, subordinate legislation, guideline, rule of common law and of equity and judgment;
- (h) references to any law are references to that law as amended, consolidated, supplemented or replaced from time to time;
- (i) references to any person include references to any individual, company, body corporate, association, partnership, firm, joint venture, trust and governmental agency;
- (j) "month" means a calendar month;
- (k) references to notice in writing shall include references to documents or notices sent by facsimile, but only if such notice or document is clearly legible and if the meaning of the notice so delivered is clear and unambiguous;
- (l) references to amounts payable or to be paid are references to amounts payable or to be paid in Australian dollars
- (m) in the event that any payment or action is required to be made or taken under this Agreement falls on a day other than a Business Day, that payment or action shall be made or done on the Business Day next occurring after that day.

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## **2. LICENCE**

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### **2.1 LICENCE**

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Subject to this Agreement, LUQ will have the licence and privilege to use and occupy the Host Premises for the purpose of providing LUQ Counselling Services

### **2.2 LUQ COUNSELLOR ACCOMODATED**

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The Host Organisation agrees to provide the LUQ Counsellor with a private consulting room for his/her exclusive use, with non-exclusive access to general office facilities, such as photocopiers, faxes and computers sufficient to enable the Counsellor to properly carry out his or her role as a LUQ Counsellor. If requested, at LUQ's expense, the Host Organisation agrees to make a phone, fax and/or internet cable line available to the LUQ Counsellor.

### **2.3 LICENCE FEE AND OUTGOINGS CONTRIBUTION**

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LUQ shall be required to pay a licence fee and shall make a contribution to outgoings for the Host Premises, as the parties may from time to time agree PROVIDED THAT the initial licence fee and contribution shall be as set out in the Schedule.

### **2.4 NO ESTATE**

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This Licence does not confer upon LUQ any legal estate or interest in the Host Premises or any part of them.

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## **2.5 NON-EXCLUSIVE**

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Except as set out in clause 2.4, LUQ and the Host Organisation shall at all times have the right to access, occupy and use the Host Premises for the purposes of the Host Services PROVIDED THAT the Host Organisation shall not interfere in the delivery of the LUQ Counselling Services and to the greatest extent possible, LUQ shall not interfere in the Host Services

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## **2.6 NO AGENCY**

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This Agreement does not constitute either part in any way as the agent of the other and neither party is authorised to act for or on behalf of the other or to bind the other.

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## **2.7 NATURE OF RELATIONSHIP**

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Nothing in this Licence creates the relationship of partnership, principal and agent or joint venture between the parties to this Licence. The only relationship between the parties to this Licence is that of licensor and licensee on the terms of this Licence.

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## **2.8 CO-OPERATION**

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LUQ and the Host Organisation agree to co-operate in their use of the Host Premises and to endeavour to enhance the delivery of their respective services.

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### **3. TERM**

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#### **3.1 INITIAL TERM**

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The Licence will be for such period of time as set out in the Schedule commencing on the Commencement Date.

#### **3.2 OPTION**

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The Host Organisation shall have the option to take a further licence of the Host Premises for a further term of such length as set out in the Schedule commencing on the termination of the original Term

#### **3.3 GRANT OF OPTION LICENCE**

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If the LUQ wishes to have the Option Licence and strictly complies with clause 3.4, then the Host Organisation will grant a new licence of Host Premises to LUQ on the terms set out below.

#### **3.4 HOW TO EXERCISE OPTION**

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If LUQ wishes to have the Option Licence, LUQ will:

- (n) give written notice to the Host Organisation not more than 3 months and not less than 1 month before the end of the Term and
- (o) not be in breach of any notice given by the Host Organisation under this Licence, unless such default has been waived or remedied

#### **3.5 TERMS OF OPTION LICENCE**

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The Option Licence will be on the same terms as this Licence except:

- (p) clauses 3.1 to 3.4 will not be included;
- (q) the Commencement Date will be the day after the end of the

original term of this Licence, and

- (r) the terminating date of the Option Licence will be at the end of the term referred to in clause 3.2

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### **3.6 HOLDING OVER**

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Should the Host Organisation permit LUQ to continue to use the Host Premises after the expiration of the Term or the Option Term, such continued use will be upon the terms and conditions set out in this Agreement as a licence from month to month.

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## **4. COUNSELLING SERVICES**

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### **4.1 IMPORTANCE OF LINK-UP SERVICES**

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The Host Organisation acknowledges the importance of the effective delivery of Link-Up Services to indigenous Queenslanders and it shall perform its obligations under this Agreement in such a way as to enhance the ability of LUQ to deliver Link-up Services

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### **4.2 SERVICES PROVIDED BY LUQ AND HOST ORGANISATION**

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The parties recognise that it is important that their respective services be clearly demarcated to ensure that their funding is properly acquitted, that they are properly focused on achieving intended outcomes for their respective services and that each party is responsible for their own service delivery. Without limiting the foregoing, the Host Organisation covenants and agrees with LUQ that it will not represent itself to the public generally or to specific clients as providing Link- Up Services at anytime whether during or after the Term (or any Option Term).

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### **4.3 COUNSELLING REFERRALS – ALLOCATION OF RESPONSIBILITY**

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The parties agree that any person who visits the Host Premises enquiring about or seeking counselling services shall initially be assessed by the LUQ Counsellor (at no cost to the Host Organisation). The LUQ Counsellor must determine whether the person is an Eligible Client (for Link Up Services). In the event that the LUQ Counsellor determines that the person is not an Eligible Client (for Link Up Services), the LUQ Counsellor must direct the person to the Host Organisation, which undertakes to use its best endeavours to assist the person. Where the LUQ Counsellor determines that the person is an Eligible Client, the LUQ Counsellor shall assume sole responsibility for all counselling services for that person.

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### **4.4 PRIVACY**

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Each party acknowledges and agrees that it shall not in anyway use, disclose or pass on Client Information without the prior written consent of the relevant client and where applicable each party shall comply with its obligations under the Privacy Act.

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### **4.5 CONFIDENTIALITY OBLIGATION**

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Subject to clause 4.4, each party covenants with the other that it will not disclose any Client Information or any Business Information, which is not in the public domain, to any third party without the prior consent in writing of the other save and except where such disclosure is required:

- (a) by any statute, enquiry, request or order from any Court, government or government authority;
- (b) to employees of the Host Organisation who have a need to know and, only then, to the extent that each has a need to know;

PROVIDED THAT if either party is to disclose the information pursuant to paragraphs (a) or (b), it shall give the other written notice in advance.

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#### **4.6 ACKNOWLEDGEMENT**

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Each party acknowledges that Client Information is highly sensitive and personal to clients and that any careless or improper use or disclosure of any of the information could have serious emotional or personal implications for a client. Each party further acknowledges that it is critical for the effective delivery of Link-Up Services and Host Services that potential clients are able to place their full trust and confidence in LUQ or the Host Organisation. In the event that either party fails to maintain client confidentiality in accordance with this Agreement, the other may immediately and forthwith terminate this Agreement without notice.

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#### **4.7 RECORDS**

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Except where the client is not an Eligible Client and the LUQ Counsellor has referred the client to the Host Organisation, all records and other information kept by either party in relation to their respective clients shall only be made available to the other, with the written consent of the relevant client and, subject to this Agreement, to the greatest extent possible, the parties shall keep their records separate and discrete

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#### **4.8 PROVISION OF PROMOTIONAL MATERIAL**

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LUQ shall be entitled to have available at the Host Premises promotional material such as posters, pamphlets and associated material and it shall be free to advertise its services as it considers appropriate and to display the Link-up Logos and Trade Marks PROVIDED THAT the parties will take all reasonable steps to ensure the general public and specific clients are aware that the Host Organisation does not provide Link-Up Services

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## 5. RESTRICTIVE COVENANT

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### 5.1 RESTRAINT

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In consideration of the LUQ entering into this Agreement and to reasonably protect the LUQ Business Information and the goodwill attached to the Link-Up Services, the Host Organisation undertakes that:

- (a) during the periods referred to in clause 5.2;
- (b) within the areas referred to in clause 5.3;
- (c) on its own account or for any person or entity;

it will not:

- (d) participate, assist or otherwise be directly or indirectly involved,
- (e) financially or otherwise, as a member, shareholder, unitholder, director, consultant, advisor, contractor, principal, agent, manager, employee, beneficiary, partner, associate, trustee or financier in any business or activity which is the same as or substantially similar to the provision of Link-Up Services (the “Business”) or any material part of it;
- (f) solicit, canvass, induce or encourage any employee of LUQ to leave the employment of LUQ;
- (g) solicit, canvass, approach or accept any approach from any person or entity who was at any time during the 12 months immediately preceding the date on which the Term ends (the “Termination Date”) a client or supplier of the Business, with a view to establishing a relationship with or obtaining the custom of that person or entity in connection with a business which is the same or substantially similar to the Business

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## **5.2 TIME PERIODS**

The periods of time referred to in clause 5.1 are:

- (a) 3 years from Termination Date;
- (b) 2 year from Termination Date
- (c) 1 years from Termination Date

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## **5.3 AREAS OF RESTRICTION**

The areas referred to in clause 5.1 are:

- (a) Australia
- (b) The State of New South Wales and Queensland
- (c) The State of Queensland
- (e) The area within 50 Square kilometres from the Host Organisation's existing business operations

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## **5.4 EFFECT OF CLAUSE 5.2 AND 5.3**

Clause 5.1 has effect as several separate and independent covenants and restraints consisting of each separate covenant and restraint set out in clause 5.1 combined with each separate period of time set out in clause 5.2 and of each such separate combination combined with each separate area set out in clause 5.3.

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## **5.5 UNENFORCEABILITY OF SPECIFIC CLAUSES**

If any of the separate and independent covenants and restraints referred to in clause 5.4 are or become invalid or unenforceable for any reason then that invalidity or unenforceability will not affect the validity or enforceability of any other separate and independent covenants and restraints.

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## **5.6 UNREASONABLENESS**

If any prohibition or restriction contained in this clause is judged to be

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beyond what is reasonable in the circumstances necessary to protect the LUQ Business Information and the goodwill attached to the Link-Up Services, but would be judged reasonable if that activity was deleted or that period or area was reduced, then the prohibitions or restrictions apply with that activity deleted or period or area reduced by the minimum amount necessary.

### **5.7 HOST ORGANISATION ACKNOWLEDGEMENT**

The Host Organisation acknowledges that:

- (a) the prohibitions and restrictions contained in this clause are reasonable and necessary to protect the LUQ Business Information and the goodwill attached to the Link-Up Services; and
- (b) the Host Organisation has received valuable consideration for agreeing to the covenants in this clause.

## **6. BUSINESS LICENCES**

LUQ will keep current all licences and permits required for the carrying on and conducting the LUQ Counselling Services.

## **7. STATUTORY REQUIREMENTS**

LUQ will at all times comply with all statutes, ordinances, proclamations, orders and regulations affecting its operations at the Host Premises. LUQ will at all times comply with all notices and orders given by any competent authority affecting its operations at the Host Premises. LUQ indemnifies the Host Organisation in relation to any failure by LUQ to comply with LUQ's obligations under this Clause.

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## **8. USE OF PREMISES**

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LUQ will:

- (a) not do or omit to do or permit or suffer to be done or omitted any act matter or thing which might in any way endanger the Host Premises or any person, equipment chattels or goods whether the property of the Host Organisation or not which may be in or on the Host Premises
- (b) immediately notify the Host Organisation and the relevant public authorities of any infectious illness or infestation in the Host Premises
- (c) promptly notify the Host Organisation of any defect in or need to repair the Host Premises and of any circumstance of which LUQ is aware which is likely to cause a danger or hazard to the Host Premises or to any person or client using or occupying the Host Premises;
- (d) comply with all necessary requirements in relation to emergency evacuation procedures and drills
- (e) not use the Host Premises in an unsafe, noisy, offensive or unlawful manner
- (f) not do, omit to do or permit or suffer to be done any act matter or thing which will be or may become a nuisance or annoyance to occupiers of neighbouring premises
- (g) not use any accessories, fire equipment or other equipment in the Host Premises for any purpose other than those for which they were supplied
- (h) not damage or alter the Host Premises
- (i) not do anything that might result in a statutory authority issuing a notice;

- (j) LUQ (and not the Host Organisation) shall take full responsibility for any items he leaves at the Host Premises (including cash) from time to time ;

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## **9. CLEANING**

LUQ will keep any area of the Host Premises in which it operates clean and ensure that all rubbish is stored properly within the Host Premises and is free of all pests and vermin.

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## **10. PREMISES STRUCTURE**

Subject to the obligations of LUQ, the Host Organisation agrees to maintain the structure of the Host Premises to a reasonable standard having regard to the condition of the Host Premises when LUQ first occupied the Host Premises and to fair wear and tear.

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## **11. KEEPING IN REPAIR**

The Host Organisation will at all times keep the Host Premises including any accessories, fire equipment and other equipment in or near the Host Premises in good repair and condition having regard to their condition at Commencement Date.

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## **12. RISK AND INDEMNITY**

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### **12.1 RISK**

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The Host Organisation agrees that the Host Premises shall be at the risk of the Host Organisation and releases LUQ to the full extent permitted by law from all actions claims and demands of every kind and from all liability which may arise in respect of any accident or damage to property or injury to or death of any client or other person in or in the vicinity of the Host Premises.

### **12.2 INDEMNITY**

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The Host Organisation indemnifies LUQ against:

- (a) all actions, suits, demands, claims, costs and expenses for which the Host Organisation is liable in relation to any death, personal injury or property damage caused or contributed to by any act or failure to act or neglect of the Host Organisation or his servants or agents or because of the Host Organisation's or his servants' or agents' use or misuse of the Host Premises; and
- (b) all loss or damage caused or contributed to by the Host Organisation or his servants or agents to the Host Premises including, but not limited to, the Host Organisation's use or misuse of the Host Premises, any accessories, fire equipment or other equipment or by the Host Organisation's failure to notify LUQ of any major or continuing defect in the Host Premises, any accessories, fire equipment or other equipment.

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## **13. INSURANCES**

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### **13.1 PUBLIC RISK**

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LUQ and the Host Organisation both agree to keep current in their respective names a public risk insurance policy for not less than \$10,000,000 or for such higher amount as they may agree from time to time

### **13.2 WORKERS' COMPENSATION**

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LUQ will comply with all statutory requirements in relation to workers compensation.

### **13.3 REPUTABLE INSURER**

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All insurances required to be taken out under this Licence are to be taken out with a reputable insurer.

### **13.4 PRODUCTION OF POLICIES**

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Each party will promptly provide to the other any insurance policy which he is required to take out under this licence together with the receipt for the last premium paid or a certificate of currency in relation to such policy. Each shall provide a copy of his certificates of currency on Commencement Date and annually to the other on the anniversary of the Commencement Date.

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### **13.5 CONDUCT VOIDING INSURANCES**

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Neither party will not do anything that might make any insurance taken out by the Host Organisation or LUQ void or voidable or which would breach any laws, regulations or statutes.

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## **14. TERMINATION**

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### **14.1 DEFAULT**

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If LUQ fails to perform any other of LUQ's obligations under this Licence for 30 Business Days after the Host Organisation gives LUQ written notice of LUQ's default then and in any of such event the Host Organisation will be entitled by written notice to LUQ to immediately determine this Licence.

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### **14.2 FURTHER GROUNDS FOR TERMINATION**

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Either party may terminate this Agreement by written notice to the other party if:

- (a) an administrator, liquidator, receiver, receiver and manager, controller or trustee in bankruptcy is appointed to the other party or to any of its businesses or property (except where the appointment is to facilitate a merger or reconstruction or where it is for the purpose of a members' voluntary wind up) ; or
- (b) the other party attempts to assign its rights, entitlements or benefits under this Agreement other than in accordance with this Agreement; and
- (c) effective control, by any means, of the other party is transferred to a person who does not have that control at the date of this Agreement.

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### **14.3 SURVIVAL OF ACCRUED RIGHTS AND LIABILITIES**

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Termination of this Agreement, by any means whatsoever, shall have no effect upon rights or liabilities which have accrued to either party prior to termination, nor upon any liabilities which may arise deriving from a breach of this Agreement prior to termination.

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### **15. NO ASSIGNMENT OR SUBLICENSING**

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This Licence may not be assigned or sublicensed.

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### **16. STAMP DUTY, COSTS AND GST**

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#### **16.1 STAMP DUTY**

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LUQ must pay all stamp duty on or relating to this Agreement and any transaction contemplated by this Agreement.

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#### **16.2 LEGAL COSTS**

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LUQ agrees to pay all the legal and other costs and disbursements of the Host Organisation in the preparation and execution of this Agreement.

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#### **16.3 GENERAL**

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Subject to this clause 16, LUQ must pay to the Host Organisation any amount ("GST Amount") which is payable on account of GST as a consequence of any *supply* made or deemed to be made under or as required by this Agreement by the Host Organisation and the Host Organisation must pay to LUQ any GST Amount which is payable on account of GST as a consequence of any *supply* made or deemed to be made under or as required by this Agreement by LUQ.

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#### **16.4 CALCULATION**

The GST Amount must be calculated by multiplying the amount on which the GST is calculated by the prevailing rate of GST unless the *supply* is *GST-free*.

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#### **16.5 TIME OF PAYMENT**

The paying party under clause 16.3 (“GST Payer”) must pay the GST Amount (if any) by the later of completion and 5 Business Days from receipt of a written demand by or on behalf of the other party (“GST Recipient”).

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#### **16.6 TAX INVOICE**

At the time of any demand for payment of any GST Amount, the GST Recipient must provide to the GST Payer a tax invoice complying with any legislation under which GST is imposed.

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#### **16.7 FINES AND PENALTIES**

The amount recoverable on account of GST under this clause will include any fines, penalties, interest and other charges incurred as a consequence of late payment or other default by the GST Payer under this agreement.

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#### **16.8 PRICE GST EXCLUSIVE**

Any specific sum payable under this agreement is GST exclusive.

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#### **16.9 EXPRESSIONS USED**

Expressions set out in italics in this clause have the same meanings as those expressions in the A New Tax System (Goods and Services) Act 1999.

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## **17. EFFECT OF AGREEMENT**

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### **17.1 AMENDMENTS**

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This Agreement may only be amended by an instrument executed under the common seal of each of the parties.

### **17.2 GIVE EFFECT TO AGREEMENT**

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Each party must do or cause to be done all things necessary to give effect to this Agreement and refrain from doing anything that might hinder performance of this Agreement.

### **17.3 NO MERGER**

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None of the terms of this Agreement or anything done under or by virtue of this Agreement or any other Agreement, instrument or document, or judgment or order of any court or judicial proceeding, will operate as a merger of any of the rights and remedies of the parties under this Agreement, and those rights and remedies will at all times continue in force.

### **17.4 READ DOWN CONTRACT IN CERTAIN CIRCUMSTANCES**

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If a provision of this Agreement is void, voidable, unenforceable or illegal in its terms but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, that provision will be read down accordingly.

### **17.5 SEVERABILITY**

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If, despite clause 17.4, a provision is still void, voidable, unenforceable or illegal:

- (a) if the provision would not be void, voidable, unenforceable or illegal if a word or words were omitted, that word or those words are severed; and
- (b) in any other case, the whole provision is severed;

and the remainder of this Agreement will be of full force and effect.

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## **17.6 WAIVER**

No waiver by any party of any provision of or right, remedy or power of that party under this Agreement shall be effective unless it is in writing signed by that party and such waiver shall be effective only in the specific instance and for the specific purpose for which it was given. No failure or delay by any party to exercise any right, remedy or power under this Agreement or to insist on strict compliance by any other party with any obligation under this Agreement, and no custom or practice of the party at variance with the terms of this Agreement, shall constitute a waiver of each party's right to demand exact compliance with this Agreement.

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## **17.7 COUNTERPARTS**

This Agreement may be signed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

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## **18. GENERAL**

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### **18.1 SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

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### **18.2 CONFIDENTIALITY**

The Host Organisation shall not make any public disclosure, communication or announcement about this Agreement except with the prior written consent of LUQ

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### **18.3 PROHIBITED PROVISIONS**

Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of that prohibition or unenforceability without invalidating the remaining provisions or

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affecting the validity or enforceability of that provision in other jurisdictions

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#### **18.4 GOVERNING LAW**

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This Agreement shall be governed by and construed in accordance with the laws in force in Queensland.

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#### **18.5 JURISDICTION**

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Each party irrevocably and unconditionally:

- (a) submits to the non-exclusive jurisdiction of the courts of Queensland;
- (b) waives any objection it may now or in the future have to the bringing of proceedings in these courts and any claim that any proceedings have been brought in an inconvenient forum; and
- (c) agrees, without preventing any other mode of service permitted by law, that any document required to be served in any proceedings may be served in the manner in which notices may be given under clause 19

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#### **18.6 ARBITRATION**

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If a dispute arises out of or relates to this Agreement, or the breach, termination, validity or subject matter thereof, or as to any claim in tort, in equity or pursuant to any statute or law, the parties agree to refer their dispute to arbitration administered by the Australian Commercial Disputes Centre (ACDC), subject to the following:

- (a) A party claiming that a dispute has arisen, must give written notice to the other parties to the dispute specifying the nature of the dispute
- (b) On receipt of the notice specified in (a), the parties to the dispute must within five (5) Business Days of receipt of said notice seek to resolve the dispute
- (c) If the dispute is not resolved within five (5) Business Days or within such

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further period as the parties agree then the dispute is to be referred to ACDC

- (d) The Arbitration shall be conducted in accordance with ACDC Arbitration Guidelines which are hereby deemed incorporated.
- (e) This clause shall not merge upon completion.

## **19. NOTICES**

All notices to be delivered pursuant to this Agreement shall be in writing and signed by a representative of the relevant party appointed by a director or other senior officer of that party and:

- (a) delivered by courier to the party at their address below; or
- (b) sent by facsimile to the facsimile number of the party listed below; or
- (c) posted in a prepaid envelope by registered mail with advice or receipt card to party at their addresses below
- (d) sent by email to the email addresses of the party listed below:

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### **Link Up (Qld) Aboriginal Corporation**

Attention:

6 Cordelia Street South Brisbane Queensland 4101

Fax: 02 3255 2099

Email:

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### **The Host Organisation**

See Schedule

Notices delivered by courier shall be effective upon delivery. Notices sent by facsimile or email shall be deemed to be effective on the next Business Day following transmission of the facsimile PROVIDED in the case of facsimile there is a successful transmission report or in the case of email, there is a read receipt of other confirmation of receipt. Notices sent by mail shall be deemed to be effective on the second Business Day following the date of mailing.

### EXECUTED AS AN AGREEMENT

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**EXECUTED BY**

**LINK UP (QLD) ABORIGINAL  
CORPORATION, ABN 36 073 956 496**

\_\_\_\_\_  
Director

.....  
Secretary/Director

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**EXECUTED BY**

**ABN**

.....  
Director

.....  
Secretary/Director

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## SCHEDULE TO LINK-UP HOSTING AGREEMENT

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**Name of Host Organisation:**

**ABN:**

**Contact Person:**

**Address of Host Organisation:**

**Postal Address (if different to above):**

**Host Premises address:**

**Commencement Date**

**Term**

**Option Term:**

**Initial Licence Fee:**

**Initial Contribution to Outgoings**