



**ATTACHMENTS TO REPORTS OF THE BLAYNEY SHIRE COUNCIL MEETING  
HELD ON MONDAY 25 SEPTEMBER 2017**

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## Community Financial Assistance Policy

<b>Policy</b>	3I
<b>Officer Responsible</b>	Director Corporate Services
<b>Last Review Date</b>	16/05/2016

**Strategic Policy**

## **Objectives**

The primary objective of the Blayney Shire Council's Community Financial Assistance Policy is, through the provision of financial assistance to community organisations, to:

- (a) encourage local participation in the development and maintenance of community projects, infrastructure and facilities for current and future generations;
- (b) foster the social, economic and/or environmental wellbeing of the community;
- (c) support local schools and individuals to recognise academic and sporting achievements of local young citizens and
- (d) develop and promote the sporting, cultural and tourism potential of the shire through events and activities that support social inclusion and attracts regional attention.

## 1. LEGISLATION

The Community Financial Assistance Policy has been approved by resolution of Council. It is authorised under section 356 of the *Local Government Act 1993* which permits a Council to contribute money of otherwise grant financial assistance to persons for the purpose of exercising its functions.

## 2. ELIGIBLE RECIPIENTS

To receive financial assistance under this policy an applicant must be an eligible community organisation. For the purposes of this policy, an eligible community organisation is a separately constituted legal entity:

- (a) which operates on a "not-for-profit" basis (meaning that any proceeds of its activities and used for the benefit of the organisation and are not available for distribution to its members); and
- (b) the members of which are predominately members of the Blayney Shire community or, if not, which organises an event or function of regional significance which is supported by Council and benefits the Blayney Shire community.

Examples include Village Progress Associations; Town Committees; Trustees of Public Halls; Schools of Arts; Showground and other Reserves; Historical Societies; Show Societies; Community Service Organisations; Educational establishments; Charity Groups; Churches and Religious establishments; Sporting Clubs; Cultural Groups and Societies; Youth Groups and Senior Citizens; CWA branches; RSL Clubs and other groups assisting Council carry out service functions (as determined by Council).

Financial assistance is provided across a broad range of activities and projects conducted by such organisations.

## 3. CATEGORIES

Financial assistance to community organisations is provided in two categories:

- (a) **Recurrent Annual Donations.** These are donations made to community organisations on an annual basis to assist financially with specified outgoings (such as public liability insurance), the waiver of council rates and charges, a school activity, or the holding of a regular community event or cultural activity.

Schedule 1 sets out the guidelines for determining the amount of such donations in each case.

The amount of these donations for each organisation or event is approved by Council in its annual budget contained in the Operational Plan. The General Manager may approve other donations to an organisation or event under delegated authority, provided the donation is consistent with the guidelines, within budget and reported to Council via the next available Financial Assistance Committee meeting.

Schedule 3 sets out the list of approved Donations for 2015/16.

- (b) **One-off financial assistance.** This assistance is provided for projects involving the construction, maintenance or repair of community facilities, the purchase of equipment, or for the organising and conducting of local events and functions. In each case having demonstrated broad community benefit and support. Projects must be in accordance with the Community Strategic Plan (*Blayney Shire 2015 – All the Pieces Together*) and the four year Delivery Plan.

Under this category community organisations are eligible to receive Council funding via a competitive submission process. There are two (2) funding rounds each year. Applications are called in August and February via a public notice published in the local newspaper and on Council's website.

Applications received after the close of business on the due dates will not be considered, unless the Financial Assistance Committee in its discretion agrees otherwise. Financial assistance will be made available in June and November.

Schedule 2 to sets out guidelines for determining the amount of such donations in each case. Applications are assessed in accordance with the criteria in paragraph 8 below.

#### 4. **AMOUNT**

An annual budget allocation for the Community Financial Assistance Policy is made each year in Council's Operational Plan.

This budget allocation covers both categories described above. The amount available for the one-off financial assistance category will be calculated for each round after deducting an estimate for the cost of the recurrent annual donations category, and any prior allocation from the off financial assistance category in that financial year.

#### 5. **SPECIAL PROJECTS**

Subject to funding availability, a higher level of financial assistance may be available for special projects. These usually entail capital works such as ground works, building construction, and/or major equipment purchase. Funding for special projects is non-recurrent and is subject to the applicant entering into a management agreement for the facility with Blayney Shire Council or the Crown with Council's support.

Council assistance may include support for applications for grants made to a government or other public funding organisation. Success in such applications may result in a reduction of Council financial assistance.

#### 6. **APPROVAL PROCESS**

All applications for one-off financial assistance are decided by Council upon the recommendation of Council's Financial Assistance Committee, which is a section 355 committee of Council.

The Financial Assistance Committee is chaired by a Councillor nominated by Council and comprises the Chairman and three (3) community representatives

appointed by Council. The executive officer is Council's Director of Corporate Services.

Assessment of applications will remain confidential and no appeal is permitted as to any funding allocation decision.

#### **7. ASSESSMENT CRITERIA**

Council will use the following general criteria when considering requests for financial assistance:

- (a) activities which address gaps in service or community development;
- (b) activities which promote community development in a multicultural context and seek to address issues of access and equity;
- (c) involvement from volunteers and self-help initiatives which build upon Council's contribution;
- (d) consumer / use participation in management of services / activities
- (e) innovative and creative approaches to identified needs; and
- (f) activities which use Council funding to attract further resources.

Council will give low priority to following types of requests for financial assistance:

- (a) activities/services which do not attempt to become self-supporting where the potential exists through fees or other feasible income-producing activities;
- (b) activities of a purely social nature, which do not address the needs of disadvantaged groups;
- (c) activities which are eligible for support from state-wide or regional parent bodies; and
- (d) organisations, which have not observed accountability requirements for past Council assistance.

#### **8. WHAT IS NOT FUNDED?**

One-off financial assistance is not available for:

- (a) projects or organisations wholly outside the shire of Blayney;
- (b) operating or administrative overheads, such as rent, wages, office equipment or utility costs or travel, accommodation and conference costs;
- (c) projects by individuals or that benefit personal business interests;
- (d) projects that duplicate an existing project or service; or
- (e) completed projects.

#### **9. GENERAL CONDITIONS/PAYMENT**

Funds approved under the community financial assistance policy are to be claimed by 30 June of the following financial year of approval. In the event that funds are not claimed the applicant shall re-apply, if required, and funds will be returned to the community financial assistance program budget for reallocation.

#### 9.1 Recurrent Annual Donations

- (a) Where Council is providing a contribution for Rates and Sewer charges, this funding will be processed after the Rates Instalment notice has been issued in July.
- (b) For grants for sporting achievement:
  - (i) only the highest level of achievement will be recognised;
  - (ii) participation must be based on merit (not self-selection); and
  - (iii) evidence of participation and a letter of support from the relevant sporting association should be provided.
- (c) For those categorised as Public Liability Insurance, Council requires a tax invoice prior to payment of financial assistance to be accompanied by the relevant Insurance Policy and Premium notice or proof of payment. GST will be added to all financial assistance where applicable. Applicants should provide their ABN. Applicants without an ABN must submit a "Statement by a Supplier" form available from the Australian Tax Office or from Council.

#### 9.2 One-off Financial Assistance

- (a) Projects must be clearly described, illustrate the community benefit that the financial assistance will provide and identify which of Council's vision statements in the Community Strategic Plan will be addressed.
- (b) Council does not offer any guarantee of funding as funding is subject to funds being available and not previously allocated. Also, as not all projects will receive funding, available funds will be allocated for projects that best meet the required community based criteria.
- (c) Applications that match \$ for \$ will be considered favourably. Any matching funding from the applicant or other sources are to be identified on the application.
- (d) Applicants must ensure that necessary approvals such as development applications or licences are considered prior to application lodgement. Evidence to this end in the form of a pre-development application consultation letter or correspondence from the relevant licence authority should accompany the application.
- (e) For projects involving construction / installation of new assets or renewal of existing assets on any Council controlled land, park, oval or recreational facility, consultation with the responsible Council department will be required prior to application lodgement.
- (f) Council reserves the right to manage any project approved on Council controlled land, park, oval or recreational facility as it deems required in consultation with the community organisation.
- (g) All applicants must provide certificates of currency for public liability insurance and the constitution or rules of their organisation where requested.

- (h) Council must be acknowledged in all promotional activities and must be provided with copies of advertising or promotional materials featuring Council for Council's approval prior to use in any promotional activity.
- (i) Any funds unspent at the completion of the project must be returned to Council.
- (j) Council requires a tax invoice prior to payment of financial assistance. GST will be added to all financial assistance where applicable. Applicants should provide their ABN. Applicants without an ABN must submit a "Statement by a Supplier" form available from the Australian Tax Office or from Council.
- (k) Applicants who are not registered for GST should consider the applicability of Council's Community Infrastructure Projects Policy (No. 3h) which is intended to assist such groups with projects on Council land by enabling them to recover the GST paid on taxable supplies associated with of the project.
- (l) Council fees and charges incurred in the holding of an event may be deducted before the financial assistance is paid.
- (m) For financial assistance of \$10,000 and above, a performance agreement must be completed between Council and the organisation following approval.

In submitting an application, the applicant accepts and acknowledges the general conditions set out in this Policy and in the Guidelines and in particular acknowledges that if unsuccessful it cannot appeal, contest or petition any councillor, staff member or community representative acting on behalf of or for council or its funding partners.

#### 10. **APPLICATION FORM**

An application on the approved Council form must be submitted for those applicants seeking Council support under this Policy. Letters of request or verbal applications will not be accepted as funding applications.

An application form and Guidelines for applicants is available on Council's website and from Council's offices. These guidelines describe the information that must be included in the application and set out the acquittal and reporting requirements which must be complied with.



**SCHEDULE 1  
Guidelines for Annual Donations**

<b>Type of assistance</b>	<b>Amount</b>
Public liability insurance	(i) reimbursement of 100% of the premium up to \$1,000 pa; and (ii) reimbursement of 50% of the premium exceeding \$1,000 up to a maximum grant of \$2,000 pa
Property rates and charges	as per Notice of Assessment
Schools and sporting related donations	(i) for school prizes, \$100 per school per annum (ii) for sporting achievements: (A) \$100 for regional selection; (B) \$300 for state selection; and (C) \$500 for national selection
Community Events/Cultural Activities	Not exceeding \$2,000 except with the approval of Council

**SCHEDULE 2  
Guidelines for One-off Financial Assistance**

<b>Type of assistance</b>	<b>Amount</b>
Financial Assistance for community facilities	Up to \$3,000
Special projects enhancing a community facility (see paragraph 6 of the Community Financial Assistance Policy)	Up to \$10,000
Development Applications	The total amount development application costs levied on works to be undertaken on Council-owned facilities

**SCHEDULE 3  
Annual Donations 2015/2016**

Organisation	Funding Assistance - Type	Amount not exceeding
<b>Public Liability / Property Insurance</b>		
Lyndhurst Soldiers Memorial Hall	Insurance	\$1,000.00
Newbridge Progress Association	Insurance	\$1,000.00
Carcoar Village Association	Insurance	\$1,500.00
Millthorpe School of Arts	Insurance	\$1,200.00
Blayney Shire Arts & Craft Inc.	Insurance	\$1,000.00
Mandurama Progress Association	Insurance	\$1,000.00
Blayney Tennis Club Inc.	Building Insurance	\$2,600.00
Blayney Town Association	Insurance	\$1,300.00
<b>Rates</b>		
Carcoar Dam Sailing Club Inc	Rates	\$370.00
Carcoar Historical Society	Rates	\$630.00
Hobbys Yards Hall	Rates	\$340.00
Lyndhurst CWA	Rates	\$480.00
Mandurama CWA	Rates	\$480.00
Stringybark Craft Cottage/ Gladstone Hall	Rates	\$495.00
Tallwood Hall	Rates	\$515.00
Blayney RSL	Rates/Sewer (connection)	\$1,390.00
Millthorpe CWA	Rates/Sewer (connection)	\$1,430.00
Carcoar School of Arts	Rates	\$570.00
Lyndhurst Soldiers Hall	Rates	\$480.00
Millthorpe & District Historical Society	Rates/Sewer (connection)	\$3,870.00
Millthorpe School of Arts	Rates/Sewer (access charge)	\$1,680.00
Anglican Church Blayney	Sewer (50% access charge)	\$275.00
Anglican Church Millthorpe	Sewer (50% access charge)	\$275.00
Catholic Church Blayney	Sewer (50% access charge)	\$275.00
Catholic Church Blayney	Waste Services	\$400.00

Presbyterian Church Blayney	Sewer (50% access charge)	\$275.00
Uniting Church Blayney	Sewer (50% access charge)	\$275.00
Uniting Church Millthorpe	Sewer (50% access charge)	\$275.00
Neville Hall Trust	Waste Services	\$400.00
Canobolas Zone RFS - Carcoar	Waste Services	\$400.00
<b>School Awards Nights/School Functions</b>		
Millthorpe Primary School	Awards Night	\$100.00
St Joseph's Primary School Blayney	Awards Night	\$100.00
Blayney Public School	Awards Night	\$100.00
Blayney High School	Awards Night	\$100.00
Carcoar Primary School	Awards Night	\$100.00
Neville Public School	Awards Night	\$100.00
Lyndhurst Public School	Awards Night	\$100.00
Mandurama Public School	Awards Night	\$100.00
<b>Community Events/Cultural Activities</b>		
Carcoar Village Association	Australia Day Fair (services)	\$1,300.00
Bathurst Broadcasters Pty Ltd	Blayney Junior Sports Award	\$1,000
Blayney Community Baptist Church	Carols at Carrington	\$1,000.00
Textures of One Art Exhibition	Community Centre Hire	\$732.00
Rotary Club Daybreak Bathurst - B2B Cyclo Sportif	Traffic Management, Portable toilets, Rubbish	\$7,000.00
Blayney Health Service	Health (Expo Services)	\$300.00
Carcoar PA&H Society	Carcoar Show – Mowing	\$700.00
Neville Showground Trust	Neville Show- Mowing	\$1,300.00
Blayney RSL / Lyndhurst RSL – ANZAC Day	Traffic Management	\$700.00
Lyndhurst RSL – ANZAC Day	Canobolas Band	\$650.00
Lyndhurst RSL – Remembrance Day	Canobolas Band	\$150.00
Lifeline CareWest	Contribution	\$500.00
St Joseph's Primary School Blayney	Grandparents Day	\$114.00
Blayney Farmers' Market	Community Centre Wet Weather Hire x 5	\$620.00
<b>Total Donations 2015/16</b>		<b>\$42,256.00</b>

<b>Adopted:</b>	<b>Date: 15/06/2015</b>	<b>Minute: 1506/010</b>
<b>Last Reviewed:</b>	<b>Date: 15/06/2015</b>	<b>Minute: 1506/010</b>
	<b>Date: 16/05/2016</b>	<b>1605/010</b>
<b>Next Review:</b>	<b>Date: 15/05/2017</b>	



**BLAYNEY SHIRE COUNCIL CROWN RESERVES RESERVE TRUST**

And

**BLAYNEY SHIRE COMMUNITY MENS SHED INC.**

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**LICENCE AGREEMENT FOR  
OCCUPATION OF LAND FOR  
MENS SHED CARPARK**

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**AGREEMENT** dated [INSERT date]

**BETWEEN** **BLAYNEY SHIRE COUNCIL CROWN RESERVES**, Reserve Trust, a corporation established, constituted and appointed, in terms of Section 92, Crown Lands Act 1989, as Trustee of Reserve **KING GEORGE V PARK 66163, SPORTSGROUND notified 7 August 1936** (hereinafter called the "Licensor").

**AND** **BLAYNEY SHIRE COMMUNITY MENS SHED INC.** of C/- **MR IAN TOOKE**,  
[REDACTED]

THE PARTIES AGREE AS FOLLOWS.

## 1 INTERPRETATIONS, DEFINITIONS AND ADMINISTRATION

### Authority for grant of Licence

- 1.1 The Licensor warrants that the Premises are **BLAYNEY SHIRE COUNCIL CROWN RESERVES RESERVE TRUST FOR PLANTATION / PUBLIC RECREATION PURPOSE** within the meaning of the CL Act and that the Reserve Trust is empowered pursuant to sections 102 and 103 of the CL Act to Licence the Premises.

### Effect of Instrument

- 1.2 The Licensor and the Licensee expressly acknowledge that no rights or interests are conferred on either Party by the provisions of this instrument unless;
- (a) the Minister has granted consent under Section 102 of the CL Act to the grant of this Licence; or
  - (b) the Minister has authorised the grant of this Licence without consent under Section 102A of the CL Act.

## 2 DEFINITIONS

In this Licence unless the contrary intention appears:

**Access Plan** means the drawing annexed to each Premises Appendix depicting the Premises and a description of the route of access to the Enclosed Area.

**Base Annual Rent** means:

- (a) the Initial Rent where the rent has not been redetermined or adjusted in accordance with sub-clauses 14.4 or 14.5 ; or
- (b) in any other case - the Rent as last redetermined or adjusted in accordance with those provisions;

**Business Day** means any day which is not a Saturday, Sunday or Public Holiday in New South Wales;

**CL Act** means the Crown Lands Act 1989;

**Commencement Date** means the date referred to in Column 2 of Item 16 of Schedule 1;

**Consumer Price Index Number** means in relation to a quarter the number for that quarter appearing in the Consumer Price Index (All Groups Index) for Sydney published by the Australian Statistician;

**Due Date** means the date for payment of Rent under this Licence as is specified in Column 2 of Item 6, of Schedule 1;

**Enclosed Area** means the fenced area (which comprises the Premises and Third Party Exclusive Areas) described in each Premises Appendix as the Enclosed Area and shown on the Plan annexed to each Premises Appendix where land is, or is intended to be fenced;

**Environmental Law** means any law or state protection policy incorporated by reference to or being part of any Law relating to protection of the environment;

**Expiry Date** means the date referred to in Column 2 of Item 17 of Schedule 1;

**"GST", "taxable supply", "consideration", "tax invoice" and "GST amount"** have the meanings given to those terms in A New Tax System (Goods and Services Tax) Act 1999;

**Hazardous Substance** means a substance that because of its quality, concentration, acute or chronic toxic effects, carcinogenicity, teratogenicity, mutagenicity, corrosiveness, flammability, physical, chemical or infectious characteristics, may pose a hazard to property, human health or the environment when improperly treated, stored, disposed of or otherwise managed;

**Improvements** means any structure of a permanent nature attached to the land;

**Initial Rent** means the Rent payable under this Licence in respect of each Premises as is specified in Column 2 of Item 5 of Schedule 1;

**Law** includes the provisions of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise;

**Licence** means this licence including all Schedules and Annexures hereto;

**Licensee** means the licensee referred to in Column 2 of Item 2, of Schedule 1;

**Licensor** means the licensor referred to in Column 2 of Item 1 of Schedule 1 and includes its assigns and for the purpose of clauses 35, 36, 37, 38, 39, 40, 41, and 42 includes Her Majesty the Queen, the State of New South Wales and the Minister and their heirs, successors, agents, servants, employees and contractors;

**Market Rent** means the Rent as specified in Column 2 of Item 3, of Schedule 1 that would reasonably be expected to be paid for the site if it were offered for the same or a substantially similar use to which the site may be put under the Licence;



**Market Rent Review Date** means the date described as such in Column 2 of Item 8, of Schedule 1 and expressed as an absolute dollar or as a percent of the Market Rent;

**Minister** means the Minister administering the CL Act;

**Party/Parties** means the parties to this Licence;

**Premises** means the land and/or the buildings described in the Premises Appendix and on the plan annexed thereto;

**Permitted Use** means the use shown in Column 2 of Item 15, of Schedule 1;

**Regulations** means the Crown Lands Regulation 2006;

**Rent** means the Base Annual Rent calculated and payable upon each Due Date less any Rent Rebate granted to the Licensee together with all other payments due to be paid by the Licensee as Rent under this Licence;

**Rent Rebate** means such amount as specified in Column 2 of Item 4 of Schedule 1 given to the Licensee from the Licensor as per clause 14.6 as expressed either as an absolute dollar value or a percentage of the market value;

**Sub-Licensee** means a person who holds a sub-licence of any part of the Premises from the Licensee in accordance with the provisions of this Licence;

**Tenant Fixtures** means any plant or equipment, fittings or improvements in the nature of fixtures brought onto the Premises by, or on behalf of, or at the request of, the Licensee;

**Term** means the term of operation of this Licence in relation to the Premises;

**Term of Agreement** means the figure set out in Column 2 of Item 18, of Schedule 1;

**Third Party Exclusive Areas** means those areas that are exclusively for the use of third parties as shown on the Plan annexed to each Premises Appendix.

### **3 CONSTRUCTION**

3.1 This Licence shall be constructed in accordance with this clause unless the context requires otherwise;

#### **3.1.1 Plurals**

Words importing the singular include the plural and vice versa;

#### **3.1.2 Gender**

Words importing any gender include the other gender;

#### **3.1.3 Persons**

A reference to a person includes:

(a) an individual, a firm, unincorporated association, corporation and a government;

and

(b) the legal personal representatives, successors and assigns of that person;

#### 3.1.4 **Headings**

Headings (including any headings described as parts and sub-headings within clauses) wherever appearing shall be ignored in constructing this Licence;

#### 3.1.5 **Clauses and sub-clauses**

(a) A reference to a clause includes all sub-clauses, paragraphs, sub-paragraphs and other components which form part of the clause referred to;

(b) A reference to a sub-clause includes any sub-paragraphs and other components of the sub-clause referred to;

#### 3.1.6 **Time**

A reference to time is a reference to local Sydney time;

#### 3.1.7 **Money**

A reference to \$ or dollars is a reference to the lawful currency of Australia;

#### 3.1.8 **Defined Terms**

If a word or phrase is defined cognate words and phrases have corresponding definitions. A defined term, unless inconsistent with the context of its use, is denoted by the appearance of that word using a capital letter at the beginning of that word;

#### 3.1.9 **Writing**

A reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form;

#### 3.1.10 **Contra Preferentum**

No rules of construction shall apply to the disadvantage of any Party responsible for preparation of this Licence or any part of it;

#### 3.1.11 **Statutes**

A reference to a Statute, Act, legislation, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them made by any legislative authority;

#### 3.1.12 **Licence**

A reference to this Licence shall include any extension or variation of this Licence;

**3.1.13 Priorities**

If an inconsistency occurs between the provisions of this Licence and the provisions of a licence granted in accordance with this Licence, the provisions of this Licence shall prevail.

**3.2 Warranties and Undertakings**

- (a) The Licensee warrants that it:
  - (i) has relied only on its own inquiries about this Licence; and
  - (ii) has not relied on any representation or warranty by the Licensor or any person acting or seeming to act on the Licensor's behalf.
- (b) The Licensee shall comply on time with undertakings given by or on behalf of the Licensee.

**3.3 Further Assurances**

Each Party must do everything necessary to give full effect to this Licence.

- (a) Pursuant to clause 7, this Licence and any other agreement subsidiary to this Licence continue in full force and effect.

**3.4 Relationship of Licensor and Licensee**

Nothing contained or implied in this Licence shall be deemed or construed to create the relationship of partnership or of principal and agent or of joint venture between the Licensor and the Licensee. Specifically, the Parties understand and agree that neither the method of computation of Rent, nor any other provision, nor any acts of the Licensee and the Licensor or either of them will be deemed to create any relationship between them other than the relationship of Licensor and Licensee upon the terms and conditions only as provided in this Licence.

**3.5 Time to be of the Essence**

Where in any provision of this Licence a Party is given or allowed a specified time within which to undertake or do any act or thing or any power is conferred or any event occurs after the lapsing of a specified time, time shall be the essence of the contract in that regard.

**4 SEVERABILITY**

Any provision of this Licence which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or inability to enforce without invalidating the remaining provisions of such provisions in any other jurisdiction.

**5 ESSENTIAL CONDITIONS OF LICENCE**

The Licensor and the Licensee agree that the clauses specified in Column 2 of Item 19 of Schedule 1 are essential conditions of this Licence.

**6 PERMITTED USE**

**6.1 Grant of Licence**

The Licensor grants to the Licensee a right to occupy the area delineated on the plan annexed to the Premises Appendix for the Permitted Use.

**6.2 Permitted Use only**

The Licensee shall not:

- (a) use the Premises;
- (b) or allow them to be used (except pursuant to a Licence lawfully granted by the Licensor),

for any purpose other than the Permitted Use specified or referred to in Column 2 of Item 15 of Schedule 1.

**6.3 No exclusive possession**

The Licensee acknowledges that this Licence does not confer exclusive possession of the Premises upon the Licensee.

**7 COMMENCEMENT OF LICENCE AND TERM**

This Licence shall commence on the date (and where a time is specified or referred to at that time) specified or referred to in Column 2 of Item 16, of Schedule 1 and subject to clauses 10 and 11 shall continue in force until the Expiry Date (and where a time is specified or referred to at that time) specified or referred to in Column 2 of Item 17, of Schedule 1.

**8 NO RIGHT TO PURCHASE OR TRANSFER OF LICENCE RIGHTS**

8.1 In respect of this Licence, and without limitation, the grant of this Licence does not confer upon the Licensee:

- (a) a right to purchase or lease any part of the Premises; or
- (b) any tenancy or other estate or interest in any part of the Premises other than contractual rights as Licensee under this Licence.

- 8.2 Subject to any other provisions of this Licence the Licensee shall not during the Term of this Licence, sub-licence, part with possession of the Premises, transfer or create any interest in the Licence or authorise or permit any person to occupy the Premises without the prior written consent of the Licensor and the Minister.

## **9 LICENSEE TO YIELD UP**

- 9.1 The Licensee shall forthwith upon the termination of this Licence or any extension of it peaceably vacate the Premises at the Licensee's expense.

- 9.2 The Licensee shall:

- (a) remove all Licensee Fixture/s, signs, names, advertisements, notices or hoardings erected, painted, displayed, affixed or exhibited upon, to or within the Premises by or on behalf of the Licensee (other than a notice displayed by the Licensor); and
- (b) rehabilitate the Premises, (to the extent to which it has been altered or affected by the Licensee's occupation and use of the Premises) as nearly as practicable to the original condition before the installation of the Licensee's Fixtures to the reasonable satisfaction of the Licensor; and
- (c) ensure that when it vacates the Premises in relation to its occupation of the Premises under this Licence, the Premises comply with any Environmental Law to the extent applicable at the time of granting of this Licence; and
- (d) leave the Premises in a clean and tidy condition.

- 9.3 Sub-clause 9.2 does not apply unless the Licensor permits the Licensee to carry out any works on the Premises reasonably required in order to comply with that clause.

## **10 TERMINATION OF LICENCE - S109 TO APPLY**

- 10.1 Without limiting the Licensee's statutory or other rights apart from this Licence, the Parties acknowledge that subject to subclause 10.2 this Licence shall terminate under section 109 of the CL Act if the Reserve is revoked or that part of the Reserve is revoked that comprises the whole or part of the Premises unless the revocation notification otherwise provides.

- 10.2 Where only part of the Premises is affected by the revocation or proposed revocation the Parties undertake to consult to determine if an agreement under Section 109(3) can be reached for the continuation of this Licence in respect to that part of the Premises not affected by the revocation.

- 10.3 The Licensee expressly acknowledges that as provided by Section 109(5) of the CL Act no compensation is payable in respect of the termination of this Licence by the operation of Section 109 and no compensation shall be payable.

## **11 TERMINATION OF LICENCE ON DEFAULT**

- 11.1 The Licensor may terminate this Licence in the manner set out below in the following circumstances:

- (a) if the Rent or any part of it or any moneys owing to the Licensor under the Licence is or are in arrears for one month, whether formally demanded or not;

- (b) if the Licensee breaches an essential condition of this Licence or any rule or regulation made under this Licence;
- (c) if defects notified under a provision of this Licence are not remedied within the time specified in the notice;
- (d) if the Licensee is a corporation and an order is made or a resolution is passed for its winding up except for reconstruction or amalgamation;
- (e) if the Licensee is a company and ceases or threatens to cease to carry on business or goes into liquidation, whether voluntarily or otherwise, or is wound up or if a liquidator or receiver (in both cases whether provisional or otherwise) is appointed;
- (f) if the Licensee is a company and is placed under official management under corporations law or enters a composition or scheme of arrangement;
- (g) if the interest the Licensee has under this Licence is taken in execution;
- (h) if the Licensee or any person claiming through the Licensee conducts any business from the licensed Premises after the Licensee has committed an act of bankruptcy.

11.2 In the circumstances set out in sub-clause 11.1 the Licensor may end this Licence by:

- (a) notifying the Licensee that it is ending the Licence; or
- (b) re-entering the Premises, with force if necessary, and ejecting the Licensee and all other persons from the Premises and repossessing them; or
- (c) doing both.

11.3 If the Licensor ends this Licence under this clause, the Licensee shall not be released from liability for any prior breach of this Licence and other remedies available to the Licensor to recover arrears of Rent shall not be prejudiced.

11.4 If the Licensor ends this Licence under this clause or the Licence terminates under clause 10, the Licensor may remove the Licensee's property and store it at the Licensee's expense without being liable to the Licensee for trespass, detinue, conversion or negligence. After storing it for at least one month, the Licensor may sell or dispose of the property by auction or private sale. It may apply any proceeds of the auction or sale towards any arrears of Rent or other moneys or towards any loss or damage or towards the payment of storage and other expenses.

## **12 ACCEPTANCE OF RENT NOT WAIVER**

Demand or acceptance of Rent or any other moneys due under this Licence by the Licensor after termination does not operate as a waiver of the termination.

## **13 HOLDING OVER BY LICENSEE**

- (a) At the end of the Term of Agreement as specified in Column 2 of Item 18 of Schedule 1, the Licensee shall be entitled with the consent of the Licensor and

the Minister to remain in possession of the Premises on the following terms and conditions:

- (i) the Licensee shall become a monthly tenant of the Licensor at a monthly rental equivalent to one twelfth proportion of the annual Rent payable at the time of expiration or sooner determination of this Licence;
  - (ii) the Licensee shall comply with and be bound by the terms and conditions of this Licence insofar as the terms and conditions are applicable, provided that the Licensor may from time to time by notice in writing served on the Licensee direct that any particular condition not apply or be amended in the manner set out in the notice.
- (b) The Licensor and the Licensee expressly agree that where any provision of this Licence confers any right, duty, power or obligation on a Party upon the expiration or determination of this Licence or on the Expiry Date and the Licensee is authorised to remain in possession of the Premises pursuant to a consent granted under this clause the emergence of the right, duty, power or obligation shall be postponed until such time as the Licensee ceases to be entitled to possession pursuant to this clause.
  - (c) The tenancy created by operation of this clause may be determined by the Licensor serving on the Licensee a notice to quit. The notice shall take effect at the expiration of the period of one month from the date of service of the notice or such further period as may be specified in the notice.
  - (d) The tenancy created by operation of this clause may be determined by the Licensee serving on the Licensor a notice stating that as from a date specified in the notice the tenancy is surrendered.

#### **14 LICENSEE'S RENT AND OUTGOINGS**

##### **14.1 Licensee to Pay Rent**

The Licensee covenants with the Licensor that the Licensee shall during the whole of the Term of Agreement and any extension of it pay the Rent to the Licensor in accordance with the provisions of this clause without demand free of exchange and without deduction whatsoever.

##### **14.2 Goods and Services Tax**

- (a) The Parties agree that all payments to be made and other consideration to be provided by the Licensee under the Licence are GST exclusive unless explicitly expressed otherwise. If any payment or consideration to be made or provided by the Licensee to the Licensor is for a taxable supply under the Licence on which the Licensor must pay GST and the Licensor gives the Licensee a tax invoice, the Licensee shall pay to the Licensor an amount equal to the GST payable ("the GST Amount") by the Licensor for that taxable supply upon receipt of that tax invoice.
- (b) The Parties agree that they are respectively liable to meet their own obligations under the GST Law. The GST Amount shall not include any amount incurred in respect of penalty or interest or any other amounts payable

by the Licensor as a result of default by the Licensor in complying with the GST Law.

#### 14.3 Rent and Adjusted Rent

The Licensee shall pay to the Licensor on the Commencement Date the Initial Rent and thereafter must pay on each Due Date, Rent in advance adjusted as provided in sub-clauses 14.4 and 14.5.

#### 14.4 Calculation of Annual Rental Adjustment

- (a) On each anniversary of the Due Date the Rent will be adjusted in accordance with the following formula:

$$R = B \times \frac{C}{D}$$

where:

- R represents the Base Annual Rent following adjustment under this clause;  
B represents the Base Annual Rent before adjustment under this clause;  
C represents the Consumer Price Index Number for the last quarter for which such a number was published before the Due Date; and  
D represents the Consumer Price Index Number for the last quarter of the last adjustment of Rent for which such a number was published.
- (b) In the event that such index be discontinued or abolished the Minister may at his absolute discretion nominate another Index.
- (c) If the reference base for the Consumer Price Index is changed regard shall be had only to Index numbers published in terms of the new reference base or to Index numbers converted to the new reference base in accordance with an arithmetical conversion factor specified by the Australian Statistician.
- (d) Any Rent adjusted under this sub-clause shall be adjusted to the nearest whole dollar.
- (e) An adjustment of Rent made under this clause shall take effect on its Due Date, notwithstanding that any Rent notice to the Licensee is not issued until after that date specified or referred to in Column 2 of Item 6 of Schedule 1.

#### 14.5 Market Rent Review

- (a) In addition to the Rent adjustment provided for in clause 14.4 the Rent may, subject to the following provisions of this clause, be redetermined to an amount that is the Market Rent on that date with effect on and from each Market Rent Review Date by the Licensor;
- (b) A redetermination of Rent for the purposes of sub-clause 14.5(a) shall be taken to have been made on the Market Rent Review Date if it is made at any time within the period of six months before and up to six months after that Market Rent Review Date specified or referred to in Column 2 of Item 8 of Schedule 1.
- (c) Where the Licensor does not redetermine the Rent as provided for in sub-clause 14.5(a) it may subsequently redetermine the Rent at any time before the next Market Rent Review Date. No succeeding Market Rent Review Date shall be postponed by reason of the operation of this clause.



- (d) A redetermination of Rent made under sub-clause 14.5(a) or 14.5(c) shall take effect and be due and payable on the next Due Date following the date of issue of the notice of redetermination (or where the said Due Date and the date of issue of the notice of redetermination are the same, then that date) even if the Licensee wishes to dispute the redetermination.

**14.6 Rent Rebate for Charitable or Non Profit Organisations**

- (a) At the absolute discretion of the Licensor, the Licensor may determine that the Licensee is entitled to a Rent Rebate on the basis that the Licensee is a recognised charitable or non profit organisation;
- (b) Subject to sub-clause 14.6(a), the Rent is calculated by subtracting the Rent Rebate from the Base Annual Rent but must exceed the statutory minimum rental applicable to tenures under the CL Act;
- (c) Where the Licensee is not entitled to a Rent Rebate, the Base Annual Rent applies.

**15 CONTINUING OBLIGATION**

The obligation of the Licensee to pay Rent is a continuing obligation during the Term of Agreement and any extension of it and shall not abate in whole or in part or be affected by any cause whatsoever.

**16 NO REDUCTION IN RENT**

Subject to this Licence the Licensee shall not without the written consent of the Licensor by any act, matter or deed or by failure or omission impair, reduce or diminish directly or indirectly the Rent reserved or imposed by this Licence. However, if at any time during the Licence:

- (a) some natural disaster or other serious event occurs which is beyond the reasonable control of the Licensee; and
- (b) as a result of the damage caused by the natural disaster or other serious event, the Licensee is not able to use the Premises in a reasonable manner,

the Licensee's obligations to pay Rent shall abate to the extent proportional to the effect on the Licensee's ability to occupy and use the Premises until the Premises are restored to a condition in which the Licensee is able to conduct the Licensee's activities and/or occupy the Premises in a reasonable manner.

**17 LICENSEE TO PAY RATES**

- 17.1 The Licensee shall when the same become due for payment pay all (or in the first and last year of the Term of Agreement the appropriate proportionate part) rates, taxes, assessments, duties, charges and fees whether municipal, local government, parliamentary or otherwise which are at any time during the currency of this Licence separately assessed and lawfully charged upon, imposed or levied in respect of the Licensee's use or occupation of the Premises to the extent referable to the Licensee's use or occupation of the Premises.

17.2 Where the Licensor requires evidence for such payments the Licensee shall produce such evidence within ten Business Days after the respective due dates for payment.

17.3 In the case where such rates, taxes, duties and fees so covenanted to be paid by the Licensee are not paid when they become due the Licensor may if it thinks fit pay the same and any such sum or sums so paid may be recovered by the Licensor as if such sums were Rent.

#### **18 LICENSEE TO PAY OTHER CHARGES**

The Licensee shall pay all other fees, charges and impositions for which it may properly be liable which are imposed by an authorised third party and which are at any time during the Term of Agreement payable in respect of the Premises or on account of the use and occupation of the Premises by the Licensee.

#### **19 LICENSEE TO PAY FOR SERVICES**

The Licensee shall as and when the same become due for payment pay to the Licensor or to any other person or body authorised to supply the same all proper charges for gas, electricity, water or other services supplied to the Licensee or consumed in or on the Premises, by the Licensee.

#### **20 LICENSEE TO PAY COST OF WORK**

Whenever the Licensee is required under this Licence to do or effect any act, matter or thing then the doing of such act matter or thing shall unless this Licence otherwise provides be at the sole risk, cost and expense of the Licensee.

#### **21 COSTS PAYABLE BY LICENSEE TO LICENSOR**

Except when law limits costs being recovered from a Licensor by a Licensee, the Licensee shall pay in full the Licensor's reasonable legal costs, the fees of all consultants and all duties fees, charges and expenses incurred reasonably, properly and in good faith by the Licensor in consequence of or in connection with or incidental to:

- (a) the preparation and completion of this Licence;
- (b) any variation of this Licence made otherwise than at the request of the Licensor;
- (c) any application for the consent of the Licensor and the Minister if applicable under this Licence;
- (d) any and every failure to comply breach or default by the Licensee under this Licence;
- (e) the exercise or attempted exercise of any right power privilege authority or remedy of the Licensor under or by virtue of this Licence;
- (f) the examination of plans, drawings and specifications of any improvement erected or constructed or to be erected or constructed on the Premises by the Licensee and the inspection of it, in this case the costs to be mutually agreed;

- (g) any entry, inspection, examination, consultation or the like which discloses a breach by the Licensee of any covenant of this Licence;
- (h) the Licensee requiring the Licensor to do any act, matter or thing under this Licence, unless otherwise provided for in this Licence.

## **22 COSTS PAYABLE BY LICENSOR**

The Licensor shall pay its own direct and external consultants costs in relation to any rental redetermination matter without reimbursement from the Licensee.

## **23 INTEREST ON OVERDUE MONEYS**

The Licensee shall pay interest to the Licensor on any moneys due and payable under this Licence or on any judgment in favour of the Licensor in an action arising from this Licence until all outstanding moneys including interest are paid in full. The rate of interest applicable is the rate set by the Licensor's Bank for the time being as its benchmark rates for overdrafts of one hundred thousand dollars (\$100,000.00) or more. Interest shall accrue and be calculated daily.

## **24 MANNER OF PAYMENT OF RENT AND OTHER MONEYS**

The Rent and other moneys payable in accordance with this Licence shall be paid to the address or bank account specified in Column 2 of Item 9, of Schedule 1 or to such other person or at such other address as the Licensor may from time to time direct by notice in writing served on the Licensee.

## **25 OBLIGATIONS AND RESTRICTIONS RELATING TO PREMISES**

### **25.1 Access**

Subject to the sub-clauses hereunder the Licensor confirms that the Licensee shall have unfettered and free access to and from, the Premises at all times, provided however that:

- (a) The Licensee shall strictly observe the reasonable directions and requirements of the Licensor at all times regarding the methods and routes of access to the Premises taken by the Licensee;
- (b) If the Licensee has shown the position of its intended access on the Access Plan [INSERT DETAIL ON ATTACHED PLAN] and described the nature of the activity to be conducted on the land at those positions, then in respect of that access, the Licensor shall not require further notice;
- (c) The Licensee as far as is practicable, shall be required to use existing access tracks to, from, within and surrounding the Premises;

### **25.2 Entry by the Public**

The Licensee shall allow the public to have right of access over that part of the Premises as specified in Column 2 of Item 20, of Schedule 1 and any such part of the Premises shall be suitably signposted. Otherwise the Licensee may prohibit unauthorised entry to the remainder of the Premises. If required by the Licensor plans

showing the areas where public access is authorised and unauthorised shall be displayed in a prominent location at the entrance to the Premises.

**25.3 Additions and Alterations**

The Licensee shall not make any additions or alterations to the Premises without first obtaining the written consent of the Licensor, the Minister and **BLAYNEY SHIRE** Council in its role as the statutory planning authority. Any additions or alterations consented to by the Licensor and the Minister shall be carried out at the Licensee's expense.

**25.4 Maintenance of Premises and Enclosed Areas**

The Licensee shall keep the Premises, and shall ensure that the Premises are kept clean and tidy and in good order and condition, having regard to the extent of the Licensee's occupation of the Premises under this Licence.

**25.5 Licensee to erect barricades etc**

Where the Premises or any part of the Premises become to the knowledge of the Licensee (or which ought reasonably to be in the knowledge of the Licensee) unsafe, hazardous or dangerous the Licensee shall forthwith erect such warning signs, fences and barricades as may be necessary until the Premises are rendered safe.

**25.6 No residence on Premises**

The Licensee shall not reside or permit any other person to reside on the Premises, unless Schedule 2, Special Conditions, permit otherwise.

**25.7 Licensee not to remove material**

- (a) The Licensee shall not mine, remove, extract, dig up or excavate any sand, stone, gravel, clay, loam, shell or similar substance from, on or in the Premises or permit any other person to undertake such action without the prior consent in writing of the Licensor and the Minister and subject to such conditions as the Licensor or the Minister may determine.
- (b) Sub-clause 25.7(a) does not apply to any removal, digging up or excavation as may be necessary to construct or undertake any Improvement authorised by or under this Licence provided that any such removal, digging up or excavation is undertaken in accordance with the requirements of that authorisation.
- (c) A failure by the Licensee to comply with any condition imposed pursuant to sub-clause 25.7(a) constitutes a failure by the Licensee to comply with a provision or covenant of this Licence.

**25.8 Licensee not to burn off**

The Licensee shall not carry out any burning off on the Premises except with the prior consent of the Licensor in writing, which consent shall not be unreasonably withheld, and after compliance with the requirements of the Rural Fires Act 1997. Any consent

granted in accordance with this clause shall be subject to such reasonable conditions as the Licensor may impose.

**25.9 Rodents and Vermin**

The Licensee shall take all reasonable precautions to keep the Premises free of rodents, vermin, insects and pests and shall in the event of failing to do so if required by the Licensor employ from time to time a duly certified pest exterminator at cost of the Licensee and as approved by the Licensor whose approval will not be unreasonably withheld. In performing its obligations pursuant to this clause the Licensee and any one acting on the Licensee's behalf shall not use any substance or undertake any activity prohibited by any legislation.

**26 ADVERTISING**

- (a) The Licensee shall not permit to be displayed or placed on the Premises or any part of them any sign, advertisement or other notice without first obtaining the Licensor's written consent other than safety signs, in respect of which the Licensor's consent shall not be required; and
- (b) The Licensor may at any time by notice in writing require the Licensee to discontinue to use any piece or mode of advertising to which the Licensor has granted consent under sub-clause 26(a) which in the opinion of the Licensor has ceased to be suitable or has become unsightly or objectionable and the Licensee on receipt of the notice shall comply accordingly.

**27 NOTIFICATION OF ACCIDENT**

The Licensee shall give to the Licensor prompt notice in writing of any serious accident or serious defect at or in the Premises or any part of them unless the defect or accident is capable of being and is promptly remedied by the Licensee.

**28 LICENSEE NOT TO COMMIT NUISANCE ETC**

The Licensee shall not:

- (a) carry on or permit to be carried on at the Premises any noxious, nuisance or offensive trade or business; or
- (b) carry on or permit to be carried on at the Premises any act, matter or thing which results in nuisance damage or disturbance to the Licensor or owners or occupiers of adjoining or neighbouring lands or buildings; or
- (c) use the Premises for any illegal activity.

**29 HAZARDOUS SUBSTANCES**

The Licensee shall not keep any Hazardous Substance on the Premises without prior consent of the Licensor, which consent shall not be unreasonably withheld.

**30 RELICS**

- (a) Unless authorised to do so by a permit under section 87 or a consent under section 90 of the National Parks and Wildlife Act 1974 and subject to observance and compliance with any conditions imposed on the grant of such permit or consent the Licensee shall not knowingly disturb, destroy, deface or damage any aboriginal relic or place or other item of archaeological significance within the Premises and shall take every reasonable precaution in drilling excavating or carrying out other operations or works in the Premises against any such disturbance, destruction, defacement or damage.
- (b) If the Licensee becomes aware of any aboriginal relic or place or other item of archaeological significance within the Premises the Licensee shall within 24 hours notify the Licensor and the Director-General of the Department of Environment and Conservation of the existence of such relic place or item.
- (c) The Licensee shall not continue any operations or works on the Premises likely to interfere with or disturb any relic, place or item referred to in sub-clause 30(b) without the approval of the Director-General of the Department of Environment and Conservation and the Licensee shall observe and comply with all reasonable requirements of the said Director-General in relation to carrying out the operations or works.

**31 ARTEFACTS**

All fossils, artefacts, coins, articles of value, articles of antiquity, structure and other remains or things of geological historical or archaeological interest discovered on or under the surface of the Premises shall be deemed to be the absolute property of the Licensor and the Licensee shall as authorised by the Licensor watch or examine any excavations and the Licensee shall take all reasonable precautions to prevent such articles or things being removed or damaged and shall as soon as practicable after discovery thereof notify the Licensor of such discovery and carry out the Licensor's orders as to the delivery up to or disposal of such articles or things at the Licensor's expense.

**32 OWNERSHIP AND REMOVAL OF TENANT FIXTURES AND IMPROVEMENTS**

- (a) During the Term of Agreement and any extension of it, ownership of Tenant Fixtures vests in the Licensee. Notwithstanding anything contained in this Licence, so long as any Rent or other moneys are due by the Licensee to the Licensor or if the Licensee has committed any breach of this Licence which has not been made good or remedied and whether the Licensee is still in possession or not, the Licensee shall not be entitled to remove any of the Tenant Fixtures, fittings or equipment from the Licensed property.
- (b) Upon expiry of the Licence all Improvements undertaken by the Licensee become the property of the Licensor.

**33 GENERAL REQUIREMENT TO REPAIR**

Without prejudice to the specific obligations contained in this Licence the Licensee shall to the satisfaction of the Licensor at all times keep the Premises in good repair and properly maintained in all respects.

**34 BREAKAGES**

The Licensee shall immediately at the Licensee's expense make good any breakage defect or damage to the Premises (including but not limited to broken glass) or to any adjoining premises or to any facility or appurtenance of the Licensor occasioned by want of care, misuse or abuse on the part of the Licensee or the Licensor's other Licensees occupants occupiers or other persons claiming through or under the Licensee or otherwise occasioned by any breach or default of the Licensee hereunder.

**35 INDEMNITIES AND INSURANCE**

**35.1 Indemnity for use of Premises**

(a) The Licensee shall indemnify and keep indemnified the Licensor from and against all actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, legal costs, charges and expenses whatsoever to which the Licensor shall or may be or become liable for or in respect of the Licensee's occupation operation and use of the Premises or for or in respect of all losses, damages, accidents or injuries of whatsoever nature or kind and howsoever sustained or occasioned (and whether to any property or to any person or resulting in the destruction of any property or the death of any person or not) at or upon the Premises or originating on the Premises although occurring or sustained outside the same except to the extent that any such claims and demands:

- (i) arise from or are contributed to by the negligence or wilful act or omission on the part of the Licensor; or
- (ii) arise from the occupation, operation or use of the Premises by any other occupier, or the acts of any person who has access to the Premises with the consent of another occupier, and the Licensor is adequately indemnified by that other occupier in respect of the relevant claim or demand, and the Licensor shall use its reasonable endeavours to ensure that an indemnity in this form is contained in any agreement with any other occupier of the Premises.

**35.2 Indemnity Continues After Expiration of Licence**

The obligations of the Licensee under this clause continue after the expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination for the period limited by the Statute of Limitations.

**35.3 Exclusion of Consequential Loss**

Despite any other provision of this Licence, both Parties exclude, and agree that they shall have no rights against the other for liability for consequential or indirect loss arising out of this Licence including (without limitation) in respect of loss of profits or loss of business. This clause does not apply in respect of wilful acts by either Party.

**36 INSURANCE - PUBLIC RISK**

The Licensee shall effect and maintain with a reputable and solvent insurer with respect to the Premises and the activities carried on in the Premises public risk insurance for an amount not less than the amount set out in Column 2 of Item 12, of Schedule 1 or such

other amount as the Licensor may from time to time reasonably require as the amount payable in respect of liability arising out of any one single accident or event. The Licensor acknowledges that the Licensee may effect the public risk insurance pursuant to an insurance policy which is not specific as to the location of risk.

**37 PROVISIONS RE POLICIES**

- (a) All insurance policies required to be effected by the Licensee pursuant to this Licence are specified in Schedule 2, Special Conditions and shall be in place prior to the Licensee occupying the Premises.
- (b) The Licensee shall produce to the Licensor, once per calendar year or once per period of insurance (whichever first occurs), a certificate of insurance and/or a certificate of currency in respect of the insurance policies required to be effected by the Licensee pursuant to this Licence.
- (c) The Licensee shall not at any time during the Term of Agreement do or bring upon the Premises anything which it ought reasonably believe may render void or voidable any policy of insurance. If the Licensee brings anything onto the Premises whereby the rate of premium on such insurance is liable to be increased, the Licensee shall obtain insurance cover for such increased risk and pay all additional premiums on the Premises required on account of the additional risk caused by the use to which the Premises are put by the Licensee.
- (d) The Licensee shall use all reasonable endeavours to ensure that full, true and particular information is given to the office or company with which the said insurances are effected of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or policies of insurance or the payment of all or any moneys there under.

**38 INDEMNITY FOR NON-COMPLIANCE WITH LEGISLATION**

The Licensee shall indemnify and keep indemnified the Licensor from and against any and all actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, legal costs, charges and expenses whatsoever arising from the non-compliance by the Licensee with any New South Wales or Commonwealth legislation that may apply to the Licensee's use and occupation of the site and access thereto and the Licensee's operation of their business from the site and access thereto.

This clause shall not merge on the expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination.

**39 INDEMNITY FOR BREACH OF ENVIRONMENTAL LAW**

Without prejudice to any other indemnity granted by this Licence, the Licensee shall indemnify and keep the Licensor indemnified against all claims whatsoever arising from a breach by the Licensee of any Environmental Law which breach is in relation to the Premises. This clause shall not merge on expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination.



**40 NO LIABILITY FOR FAILURE OF SERVICES**

The Licensor shall not be under any liability for any loss, injury or damage sustained by the Licensee or any other person at any time as a result of or arising in any way out of the failure of the electricity, telephones, gas, water supply, sewerage, drainage or any other services or facilities provided by the Licensor or enjoyed by the Licensee in conjunction with the Premises or this Licence provided that such failure is not due to the negligent or wilful act or omission of the Licensor its servants or agents.

**41 LICENSEE NOT TO IMPOSE LIABILITY ON LICENSOR**

Subject to any other provision of this Licence, the Licensee shall not without the written consent of the Licensor by any act, matter or deed or by failure or omission cause or permit to be imposed on the Licensor any liability of the Licensee under or by virtue of this Licence even though the Licensee is entitled to do so under any law present or future or otherwise.

**42 RELEASE OF LICENSOR FROM LIABILITY**

- (a) The Licensee shall occupy, use and keep the Premises at the risk of the Licensee and hereby releases to the full extent permitted by law the Licensor from all claims and demands of every kind resulting from any accident, damage or injury occurring therein but excluding such claims and demands to the extent that such claims and demands arise out of the negligent or wilful acts omissions or default of the Licensor and the Licensor shall have no responsibility or liability for any loss of or damage to fixtures and/or personal property of the Licensee or any agent or servant of the Licensee or of any member of the public whilst in or upon the Premises but excluding such loss or damage claims and demands to the extent that such loss or damage, claims and demands arise out of the negligent acts or wilful omissions or default of the Licensor.
- (b) The obligations of the Licensee under this clause shall continue after the expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination for which the Licensee is responsible. Such obligation is to be governed by the Statute of Limitations.

**43 LICENSOR'S WARRANTIES AND COVENANTS**

**43.1 Hazardous Chemicals**

The Licensor warrants that it has not received any notice pursuant to the Environmentally Hazardous Chemical Act, 1985 (NSW).

**44 LICENSOR'S POWERS AND FUNCTIONS**

**44.1 Approval by Licensor**

- (a) In any case where pursuant to this Licence the doing or executing of any act, matter or thing by the Licensee is dependent upon the approval or consent of the Licensor such approval or consent shall not be effective unless given in writing and may be given or withheld (unless the context otherwise requires)

by the Licensor and may be given subject to such conditions as the Licensor may determine unless otherwise provided in this Licence provided such consent or approval is not unreasonably withheld or such terms and conditions are not unreasonable.

- (b) Any failure by the Licensee to comply with a condition imposed by the Licensor pursuant to sub-clause 44.1(a) constitutes a failure by the Licensee to comply with a condition of this Licence.

#### **45 APPLICATION OF CERTAIN STATE AND COMMONWEALTH LAWS**

##### **45.1 Proportionate Liability**

Part 4 of the Civil Liability Act 2002 (NSW) does not apply to this Licence.

##### **45.2 Licensee to Comply with all Commonwealth and NSW State Laws**

- (a) The Licensee shall comply with the requirements of all Statutes, regulations or by-laws and requirements of all relevant public and local authorities in so far as they apply in relation to the use and occupation of the Premises to the extent to which the Licensee is bound at law to comply with the same and nothing in this Licence affects this obligation.
- (b) The Licensee shall forthwith on being served with a notice by the Licensor comply with any notice or direction served on the Licensor by a competent authority relating to the destruction of noxious animals or plants or pests or the carrying out of repairs alterations or works on or to the Premises.

##### **45.3 Licensee to Comply with Environmental Laws**

In relation to its use of the Premises, the Licensee shall, during the Term of Agreement, and in relation to the Premises:

- (a) comply with relevant Environmental Law;
- (b) use its best endeavours to prevent a breach of any Environmental Law;
- (c) report any breach even if accidental; and
- (d) provide to the Licensor as soon as reasonably practicable details of notices received by or proceedings commenced against the Licensee pursuant to an Environmental Law:
  - (i) relating to a breach or alleged breach by the Licensee of an Environmental Law; or
  - (ii) requiring the Licensee to carry out works to decrease the affectation of the Premises by any Hazardous Substance.

##### **45.4 Licensee's Failure to Comply with Statutory Requirements**

Where the Licensee breaches any law in relation to its use of the Premises it is taken to breach a condition of the Licence, provided that:

- (a) the Licensee has been found guilty of the breach, and
- (b) the Licensor determines that the breach warrants the termination of the Licence.

#### **46 NOTICES**

##### **46.1 Service of Notice on Licensee**

Any notice served by the Licensor on the Licensee must be in writing and shall be sufficiently served if:

- (a) served personally or left addressed to the Licensee at the address stated in Column 2 of Item 10, of Schedule 1 or such other address as the Licensee notifies in writing to the Licensor; or
- (b) sent by email to the Licensee's email address stated in Column 2 of Item 10, of Schedule 1 or such other address as the Licensee notifies in writing to the Licensor;
- (c) sent by facsimile to the Licensee's facsimile number stated in Column 2 of Item 10, of Schedule 1 or such other number as the Licensee notifies in writing to the Licensor; or
- (d) forwarded by prepaid security mail addressed to the Licensee at the address stated in Column 2 of Item 10, of Schedule 1;

and every such notice must also be served on the Licensee's solicitors as they may be nominated from time to time, or such other address or facsimile number as the Licensee's solicitors notify in writing to the Licensor, by any methods identified in subclauses 46.1 (a), (b) and (c).

##### **46.2 Service of Notice on Licensor**

Any notice served by the Licensee on the Licensor must be in writing and shall be sufficiently served if:

- (a) served personally or left addressed to the Licensor at the address stated in Column 2 of Item 11, of Schedule 1 or such other address as the Licensor notifies in writing to the Licensee; or
- (b) sent by email to the Licensor's email address stated in Column 2 of Item 11, of Schedule 1 or such other address as the Licensor notifies in writing to the Licensee;
- (c) sent by facsimile to the Licensor's facsimile number stated in Column 2 of Item 11, of Schedule 1 or such other number as the Licensor notifies in writing to the Licensee; or
- (d) forwarded by prepaid security mail addressed to the Licensor at the address stated in Column 2 of Item 11, of Schedule 1

and every such notice must also be served on the Licensor's solicitors, as they may be nominated from time to time, or such other address or facsimile number as the

Licensor's solicitors notify in writing to the Licensee, by any methods identified in subclauses 46.2 (a), (b) and (c).

**46.3 Notices**

- (a) Any notice served by the Licensor or the Licensee under this Licence shall be effective if signed by a director or secretary or the solicitors for the Party giving the notice or any other person or persons nominated in writing from time to time respectively by the Licensor or by the Licensee to the other.
- (b) Any notice sent by prepaid security mail shall be deemed to be served at the expiration of 2 Business Days after the date of posting.
- (c) Any notice sent by facsimile machine shall be deemed to be served on the first Business Day after the date of transmission (provided that the sending Party receives a facsimile machine verification report indicating that the notice has been transmitted).

**47 PROCEDURE - DISPUTE RESOLUTION**

- (a) In the event that the Licensor and the Licensee are in dispute regarding any matter relating to or arising under this Licence or in respect of any approvals or consents to be granted by the Licensor (except those approvals or consents where the Licensor has an obligation to act reasonably) to the Licensee hereunder or where it is acting in its statutory capacity, then either the Licensor or the Licensee may give notice and particulars of such dispute to the other Party.
- (b) Where a notice of dispute is served pursuant to this clause the Parties agree to enter into informal negotiations to try and resolve the dispute in good faith and in an amicable manner.
- (c) If the dispute is not resolved informally within 21 days of service of written notification, the Parties may confer with a mutually agreed third party whose role will be to assist in the resolution of the dispute by mediation or expert appraisal of the dispute. The Parties agree to provide all information and assistance reasonably requested by such third party, including access to any accounting or other business records relating to or arising out of the Licence.
- (d) A third party appointed in accordance with this clause may decide in which proportions any fees will be borne by the respective Parties. In the absence of any such decision by the third party fees shall be borne equally by the Parties.
- (e) Neither Party shall be entitled to commence or maintain any proceedings in any court or tribunal until negotiations or mediations have taken place pursuant to this clause except where either Party seeks urgent interlocutory relief.
- (f) Either Party may at any time bring negotiations or mediation to an end by serving upon the other Party written notice stating that the dispute has failed to be resolved. Upon service of such notice both Parties shall be entitled to pursue any legal remedies available to them in relation to the dispute. This sub-clause does not in any way limit a mediator's power to apportion fees under sub-clause 47(d).

- (g) Notwithstanding the existence of a dispute under this or any other clause of this Licence the Parties must, unless acting in accordance with an express provision of this Licence, continue to perform their obligations under this Licence.

#### **MISCELLANEOUS**

##### **48 NO MORATORIUM**

Any present or future legislation which operates to vary obligations between the Licensee and the Licensor, except to the extent that such legislation is expressly accepted to apply to this Licence or that its exclusion is prohibited, is excluded from this Licence.

##### **49 NO WAIVER**

No waiver by a Party of any breach of any covenant obligation or provision in this Licence either express or implied shall operate as a waiver of another breach of the same or of any other covenant obligation or provision in this Licence contained or implied. None of the provisions of this Licence shall be taken either at law or in equity to have been varied waived discharged or released by a Party unless by express consent in writing.

##### **50 NO MERGER**

Nothing in this Licence merges, postpones, extinguishes lessens or otherwise prejudicially affects the rights and remedies of the Parties under this Licence or under any other agreement.

##### **51 COUNTERPARTS**

- (a) A Party may execute this Licence by signing any counterpart.
- (b) All counterparts constitute one document when taken together.

##### **52 CONTACT PERSON**

The Licensor and the Licensee each must nominate a person to contact about matters arising under this Licence. The person so nominated is the person referred to in Column 2 of Items 13 and 14, of Schedule 1 or such other person as the Licensor nominates in writing to the Licensee and the Licensee nominates in writing to the Licensor from time to time.

##### **53 APPLICABLE LAW**

This Licence shall be construed and interpreted in accordance with the law of New South Wales.

**54 NO HOLDING OUT**

The Licensee shall not in connection with the Premises or otherwise directly or indirectly hold out or not permit to be held out to any member of the public any statement, act, deed, matter or thing indicating that the Premises or the business conducted or operated thereon or any parts or parts thereof are or is being carried on or managed or supervised by the Licensor nor shall the Licensee act as or represent itself to be the servant or agent of the Licensor.

**55 WHOLE AGREEMENT**

- (a) The provisions contained in this Licence expressly or by statutory implication cover and comprise the whole of the agreement between the Parties.
- (b) No further or other provisions whether in respect of the Premises or otherwise shall be deemed to be implied in this Licence or to arise between the Parties hereto by way of collateral or other agreement by reason or any promise representation warranty or undertaking given or made by any Party hereto to another on or prior to the execution of this Licence.
- (c) The existence of any such implication or collateral or other agreement is hereby negated.

**56 SPECIAL CONDITIONS**

The Special Conditions set out in Schedule 2 apply and form part of this Licence.

**SCHEDULE 1**

Item	Clause	Column 1	Column 2
1	2	<b>Licensor</b>	Blayney Shire Council Crown Reserves Reserve Trust
2	2	<b>Licensee</b>	Blayney Shire Community Mens Shed Inc.
3	2	<b>Market Rent</b>	\$1,000 p.a.
4	2	<b>Rent Rebate</b>	\$ 517 p.a.
5	2	<b>Initial Rent</b>	\$ 483 p.a.
6	2	<b>Due Date</b>	1 November 2017 and each anniversary of this date in each year of the Term of Agreement and any holding over period. Day usage fees are to be paid quarterly.
7	14.4	<b>Annual Rental Adjustment</b>	12 months from commencement and annually there after
8	14.5	<b>Market Rent Review Date</b>	3 years from Commencement Date of Licence and every 3 years thereafter [as applicable depending on the Term of Licence]
9	24	<b>Address for Payment of Rent</b>  <b>[OPTIONAL] Electronic Funds Transfer details for payment of rent</b>	91 Adelaide Street, BLAYNEY NSW 2799  Name of financial institution: ████████████████████ ██████████ ██████████ ████████████████████
10	46.1	<b>Licensee's address for Service of Notices</b>	c/- ████████████████████ BLAYNEY NSW 2799 Attention: President Phone: ██████████ Email: blayneymenshed@gmail.com
11	46.2	<b>Licensor's address for Service of Notices</b>	PO Box 62, BLAYNEY NSW 2799 Attention: General Manager Phone: (02) 6368 2104 Facsimile: (02) 6368 3290 Email: council@blayney.nsw.gov.au
12	36	<b>Public Risk Insurance amount</b>	<b>\$20 Million</b>

13	52	<b>Licensor's Person</b>	<b>Contact</b>	Director Corporate Services Blayney Shire Council PO Box 62 BLAYNEY NSW
14	52	<b>Licensee's Person</b>	<b>Contact</b>	The President Blayney Shire Community Mens Shed [REDACTED] BLAYNEY NSW 2799
15	6	<b>Permitted Use</b>		Mens Shed
16	7	<b>Commencement Date</b>		1 November 2017
17	7	<b>Expiry Date</b>		31 October 2037
18	2	<b>Term of Agreement</b>		20 Years
19	5	<b>Essential Conditions of Licence</b>		Clauses 6.2, 6.3, 8, 14, 33, 36, 37, 38, 45.2, 45.3, 45.4
20	25.2	<b>Entry by the public</b>		10 Oldham Place, Blayney (Lot 2 DP 1085587). Access times: Sunday to Saturday 7am to 7pm.

End of Schedule 1

**Schedule 2 Special Conditions**

Nil

End of Schedule 2



Dated this [INSERT DATE] day of [INSERT MONTH], [INSERT YEAR]

**THE COMMON SEAL** of Blayney Shire Community Mens Shed Inc. was affixed in the presence of:

**THE COMMON SEAL** of Blayney Shire Council as Blayney Shire Council Crown Reserves Reserve Trust

\_\_\_\_\_  
Signature

\_\_\_\_\_  
First Signatory

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Office Held

\_\_\_\_\_  
Office Held

SIGNED BY THE LICENSEE in the presence of

\_\_\_\_\_  
Second Signatory

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Office Held

**Ministerial Consent\***

Under authority of Section 102 of the Crown Lands Act 1989.

Dated this [INSERT DATE] day of [INSERT MONTH] [INSERT YEAR]

**SIGNED** by .....under delegation

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Position of Delegate

**If Ministerial consent is not required under Section 102 of the Crown Lands Act, please attach evidence of authorisation.**

**\*Note on Minister's Consent to a licence (other than a temporary licence)**

Before consenting to a licence by a reserve trust, the delegated departmental officer should consider whether the proposed licence:

- conforms with the Lands template as appropriate in the circumstances
- purpose is compatible with the reserve purpose
- is in the public interest
- is compatible with the plan of management (if applicable)
- is for an appropriate term
- was or is proposed to be selected by public competition or, if not, the circumstances relating to the selection of the proposed licensee
- proposed rent represents a proper return to the public for the use of the public land
- contains provisions for the periodic updating or review of the rent
- has no native title impacts
- contains clauses relating to:
  - the termination of the licence in the event of a revocation of the reserve
  - the indemnification of the Reserve Trust, the Crown and the NSW Government against claims for compensation
  - appropriate insurance provisions.

## PREMISES APPENDIX

THIS IS A PREMISES APPENDIX REFERRED TO AND DEFINED IN THE LICENCE AGREEMENT BETWEEN THE Blayney Shire Council Crown Reserves RESERVE TRUST AND Blayney Shire Community Men's Shed Inc.. IN ACCORDANCE WITH THE PROVISIONS OF CL ACT FOR THE PERMITTED USE [INSERT PERMITTED USE], THIS PREMISES APPENDIX VARIES AND FORMS PART OF THE LICENCE AND ITS TERMS ARE INCORPORATED IN THEIR ENTIRETY INTO THE LICENCE

### Descriptions of Land

Parish	<i>Errol</i>
County	<i>Bathurst</i>
Locality	<i>Blayney</i>
Deposited Plan	<i>Lot 2 DP 1085587</i>
Commencement Date	<i>1 November 2017</i>
Expiry Date	<i>31 October 2037</i>
Initial Rent	<i>\$ 483</i>
Plan	Plan attached and marked as "A"
Third Party Exclusive Area	<i>Approx. 318m<sup>2</sup></i>
Enclosed Area	<i>Approx. 318m<sup>2</sup></i>

**PLAN**





The General Manager  
Mrs. R Ryan  
PO Box 62  
Blayney NSW 2799

Re: Lease of 39 Church Street, Blayney

Dear Rebecca,

I write in reference to the expiring lease from Council for the above property.

Blayney Multipurpose Service Outlet (BMSO) has leased the above property for the past five years and over that time an amount of \$65,000.00 and 1500 volunteer hours has been expended on refurbishing the interior and improving the building exterior. The building use has also expanded from being single purpose for delivery of services by BMSO focussed predominantly around meal deliveries and social interaction to accommodating other groups such as Rotary, Camera Club, Homecare, Slimliners, View Club, Innerwheel, Martha Street disabled care home, Ladies of the Night, Blayney Community Transport and Mothers group just to name a few as a meeting venue / office. A lot of this use by charitable and not for profit groups is for no cost.

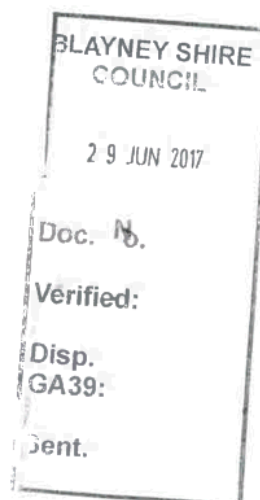
BMSO wishes to make application for lease of this building for a period of 2 years with a 10 year option on the same basis as previous arrangements.

I wish to express my appreciation to Council for their support in provision of this accommodation and request that you give favourable consideration to a further lease.

Yours faithfully



**Suellen Cook**  
Service Manager  
Blayney Multi Service Outlet  
39 Church Street  
Blayney 2799  
P 0263683748  
M [REDACTED]  
[blayneymow@ix.net.au](mailto:blayneymow@ix.net.au)





**BLAYNEY SHIRE COUNCIL RESERVE TRUST**

And

**BLAYNEY SHIRE MULTI SERVICE OUTLET INC.**

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**LICENCE AGREEMENT FOR  
OCCUPATION OF LAND FOR  
BLAYNEY MULTI SERVICE  
OUTLET OFFICE**

---



**The Lessor and the Lessee hereby covenant and agree the one with the other as follows:**

## **1 INTERPRETATION DEFINITIONS AND ADMINISTRATION**

### **Authority for Grant of Lease**

1.1 The Lessor warrants

- (a) that the Premises comprise the whole or part of a Reserve within the meaning of Part 5 of the Crown Lands Act 1989;
- (b) that the Lessor was established and appointed as trustee of the Reserve under Section 92 of the Crown Lands Act 1989;
- (c) that the Lessor has power under Section 102 of the Crown Lands Act 1989 to grant a lease of the Reserve or part thereof subject to the Minister's consent

*or alternative (c)*

- (c) that the Lessor has been authorised under Section 102A of the Crown Lands Act 1989 to grant a lease without the consent of the Minister.

### **Effect of Instrument**

1.2 The Lessor and the Lessee expressly acknowledge that no rights or interests are conferred on either Party by the provisions of this instrument unless the Minister has granted consent under Section 102 of the CL Act to the grant of this Lease;

*or alternative*

The Lessor and the Lessee expressly acknowledge that no rights or interests are conferred on either Party by the provisions of this instrument unless the Minister has authorised the grant of this Lease without consent under Section 102A of the CL Act.

## **2 DEFINITIONS**

In this Lease unless the contrary intention appears:

**Business Day** means any day which is not a Saturday, Sunday or Public Holiday in New South Wales;

**CL Act** means the Crown Lands Act 1989;

**Commencing Date** means the date specified in Column 2 of Item 1 of Schedule 1;

**Environmental Law** means any Law or State protection policy incorporated by reference to or being part of any Law relating to protection of the Environment;

**Terminating Date** means the date on which the Term expires, as specified in Column 2 of Item 3 of Schedule 1;

**Hazardous Substance** means a substance that because of its quantity, concentration, acute or chronic toxic effects, carcinogenicity, teratogenicity, mutagenicity, corrosiveness, flammability, or physical, chemical or infectious

characteristics, may pose a hazard to property, human health or the environment when improperly treated, stored, disposed of or otherwise managed;

**Improvements** means any structure or work of a permanent nature attached to the land;

**this Lease** means this Lease Agreement including the Schedules, and all Annexures hereto;

**Local Council** means the council established under the Local Government Act 1993 for the Local Government Area in which the Premises are situated;

**Minister** means the Minister for the time being administering the CL Act or any act consolidating or replacing that Act;

**Party** means a party to this Lease;

**Premises** means the land and/or buildings described in Part 2 of Schedule 2;

**Regulations** means the Crown Lands Regulation 2006 and successors;

**Rent** means the rent reserved under Clause 9 of this Lease;

**Reserve** means the Reserve described in Part 1 of Schedule 2;

**Revocation** means the revocation of a Reserve under Sections 83, 84, 89 or 90 of the CL Act;

**Sub-Lessee** means a person who holds a sub-lease of any part of the Premises from the Lessee in accordance with a provision of this Lease;

**Tenant Fixtures** means any plant equipment fittings or improvements in the nature of fixtures brought onto the Premises by, on behalf of, or at the request of the Lessee;

**Term** means the period specified in Column 2 of Item 2 of Schedule 1;

**Termination** means a termination of this lease as a consequence of the expiration of the Term (or any extension thereof), a termination by virtue of Section 109 of the CL Act or a termination under Clause 23.

### **3 CONSTRUCTION**

#### **3.1 Construction in accordance with this Clause**

This Lease shall be construed in accordance with this clause unless the context requires otherwise.

##### **3.1.1 Plurals**

Words importing the singular include the plural and vice versa.

##### **3.1.2 Genders**

Words importing any gender include the other genders.

**3.1.3 Persons**

A reference to a person includes:

- (a) an individual, a firm, unincorporated association, corporation and a government or statutory body or authority; and
- (b) the legal personal representatives, successors and assigns of that person.

**3.1.4 Headings**

Headings (including any headings described as parts and sub-headings within clauses) wherever appearing shall be ignored in construing this Lease.

**3.1.5 Clauses and Sub-clauses**

- (a) A reference to a clause includes all sub-clauses, paragraphs, subparagraphs and other components which form part of the clause referred to.
- (b) A reference to a sub-clause includes any sub-paragraphs and other components of the sub-clause referred to.

**3.1.6 Time**

A reference to time is a reference to local time in Sydney.

**3.1.7 Money**

A reference to \$ or "dollars" is a reference to the lawful currency of Australia.

**3.1.8 Defined Terms**

If a word or phrase is defined cognate words and phrases have corresponding definitions. A defined term, unless inconsistent with the context of its use, is denoted by the appearance of that word using a capital letter at the beginning of that word.

**3.1.9 Writing**

A reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form.

**3.1.10 Contra Preferentum**

No rules of construction shall apply to the disadvantage of any party responsible for preparation of this Lease or any part of it.

**3.1.11 Statutes**

A reference to a statute, legislation, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them made by any legislative authority.

**3.1.12 Lease**

A reference to this Lease shall include any extension or variation of this Lease.

**3.1.13 Priority**

If an inconsistency occurs between the provisions of this Lease and the provisions of a lease granted in accordance with this Lease, the provisions of this Lease shall prevail.

**3.2 Warranties and Undertakings**

- (a) The Lessee warrants that it:
- (i) has relied only on its own inquiries about this Lease; and
  - (ii) has not relied on any representation or warranty by the Lessor or any person acting or seeming to act on the Lessor's behalf.
- (b) The Lessee must comply on time with undertakings given by or on behalf of the Lessee.

**3.3 Further assurances**

Each Party must do everything necessary to give full effect to this Lease.

**3.4 Relationship of Lessor and Lessee**

Nothing contained or implied in this Lease will be deemed or construed to create the relationship of partnership or of principal and agent or of joint venture between the Lessor and the Lessee. Specifically, the Parties understand and agree that neither the method of computation of Rent, nor any other provision, nor any acts of the Lessee and the Lessor or either of them will be deemed to create any relationship between them other than the relationship of Lessor and Lessee upon the terms and conditions only as provided in this Lease.

**3.5 Time to be of the essence**

Where in any provision of this Lease a party is given or allowed a specified time within which to undertake or do any act or thing or any power is conferred or any event occurs after the lapsing of a specified time, time shall be the essence of the contract in that regard.

**4 SEVERABILITY**

Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or inability to enforce without invalidating the remaining provisions of such provisions in any other jurisdiction.

**5 ESSENTIAL TERMS OF LEASE**

The Lessor and the Lessee agree that the clauses specified in Column 2 of Item 15 of Schedule 1 are essential conditions of this Lease.

**6 SECTIONS OF LEGISLATION NOT TO APPLY**

- 6.1 The covenants and powers implied in every lease by virtue of Sections 84, 84A, 132, 133, 133A and 133B of the Conveyancing Act 1919 do not apply or are not implied in this Lease and are expressly negatived except in so far as the same or some part or parts of it are included in the covenants hereinafter contained. The employment in this Lease of any words in any of the forms of words contained in the first column of Part II of the Fourth Schedule to the Conveyancing Act 1919 shall not imply any covenant under Section 86 of that Act.
- 6.2 Part 4 of the Civil Liability Act 2002 (NSW) does not apply to this Lease.

**TERM AND PERMITTED USE**

**7 TERM OF LEASE**

The Lessor grants to the Lessee a lease of the Premises for the Term specified in Column 2 of Item 2 of Schedule 1. The Term shall commence on the Commencing Date specified in Column 2 of Item 1 of Schedule 1.

**8 PERMITTED USE**

- 8.1 The Lessee will not use the Premises or allow the Premises to be used for any purpose other than the Permitted Use specified in Column 2 of Item 4 of Schedule 1.
- 8.2 Unless expressly permitted under a provision of this Lease the Lessee will not reside on the Premises or permit any other person to reside on the Premises.

**LESSEES RENT AND OUTGOINGS**

**9 PAYMENT OF RENT**

**9.1 Definitions**

For the purposes of this clause:

**Base Annual Rent** means:

- (a) the Initial Rent where the Rent has not been adjusted or redetermined in accordance with sub-clauses 9.3 or 9.4; or
- (b) in any other case - the Rent as last redetermined or adjusted in accordance with the provisions of sub-clauses 9.3 or 9.4;

**Due Date** means the date for payment of Rent under this Lease as is specified in Column 2 of Item 7 of Schedule 1 and thereafter each anniversary of that date;

**Initial Rent** means the Rent payable under this Lease in respect of the Premises as is specified in Column 2 of Item 5 of Schedule 1 expressed as an annual amount;

**Market Rent** means the Rent that would reasonably be expected to be paid for the Premises if it were offered for the same or a substantially similar use to which the Premises may be put under this lease and on similar terms and conditions;

**Market Rent Review Date** means the date specified in Column 2 of Item 8 of Schedule 1;

**Rent** means the greater of:

- (a) the Base Annual Rent payable upon each Due Date less any Rent Rebate granted to the Lessee by the Lessor; or
- (b) the statutory minimum Rent payable in respect of a lease granted under the CL Act which is not subject to any rebate;

**Rent Adjustment** means an adjustment of Rent made under sub-clause 9.3.

**Rent Rebate** means such amount as specified in Column 2 of Item 6 of Schedule 1 granted to the Lessee by the Lessor under Clause 9.5 and expressed either as an absolute dollar value or a percent of the Base Annual Rent.

**9.2 Lessee to Pay Rent**

The Lessee covenants with the Lessor that the Lessee will on the Commencing Date and thereafter during the whole of the Term on the Due Date pay the Rent to the Lessor in accordance with the provisions of this clause without demand free of exchange and without deduction whatsoever.

**9.3 Calculation of Rent Adjustment**

(a) On each Anniversary of the Due Date the Rent will be adjusted in accordance with the following formula:

$$R = B \times \frac{C}{D}$$

where:

- R represents the Base Annual Rent following adjustment under this Clause;
- B represents the Base Annual Rent before adjustment under this Clause;
- C represents the Consumer Price Index number for the last quarter for which such a number was published before the due date; and
- D represents the Consumer Price Index number for the last quarter of the last adjustment of rent for which such a number was published.

(b) In this clause "Consumer Price Index number" in relation to a quarter means the number for that quarter appearing in the Consumer Price Index (All Groups Index) for Sydney published by the Australian Statistician. In the event that such index be discontinued or abolished the Minister may at his absolute discretion nominate another Index.

(c) If the reference base for the Consumer Price Index is changed regard shall be had only to Index numbers published in terms of the new reference base or to Index numbers converted to the new reference base in accordance with an arithmetical conversion factor specified by the Australian Statistician.

(d) Any Rent adjusted under this sub-clause must be adjusted to the nearest whole dollar.

(e) An adjustment of Rent made under this clause shall take effect on its Due Date notwithstanding that any Rent notice to the Lessee is not issued until after that date.

**9.4 Market Rent Review**

(a) In addition to the Rent adjustment provided for in clause 9.3 the Rent may, subject to the following provisions of this clause, be redetermined to an amount that is the market Rent on that date with effect on and from each Market Rent Review Date by the Lessor.

(b) A redetermination of Rent for the purposes of sub-clause 9.4(a) will be taken to have been made on the Market Rent Review Date if it is made at any time within the period of six months before and up to six months after that Market Rent Review Date.

- (c) Where the Lessor does not redetermine the Rent as provided for in clause 9.4(a) it may subsequently redetermine the Rent at any time before the next Market Rent Review Date. No succeeding Market Rent Review Date will be postponed by reason of the operation of this clause.
- (d) An adjustment of Rent made under sub-clause 9.4(c) will take effect and be due and payable on the next due date following the date of issue of the notice of adjustment (or where the said due date and the date of issue of the notice of redetermination are the same, then that date) even if the Lessee wishes to dispute the redetermination.

**9.5 Rent Rebate for Charitable or Non Profit Organisations**

At the absolute discretion of the Lessor, the Lessor may determine that the Lessee is entitled to a Rent Rebate as specified in Column 2 of Item 6 of Schedule 1 on the basis that the Lessee is a recognised charitable or non profit organisation.

**10 CONTINUING OBLIGATION**

The obligation of the Lessee to pay the Rent is a continuing one during the Term of this Lease and any extension of it and shall not abate in whole or in part or be affected by any cause whatsoever.

**11 NO REDUCTION IN RENT**

Subject to this Lease the Lessee will not without the written consent of the Lessor by any act, matter or deed or by failure or omission impair, reduce or diminish directly or indirectly the Rent required to be paid under this Lease. However, if at any time during the Lease:

- (a) some natural disaster or other serious event occurs which is beyond the reasonable control of the Lessee; or
- (b) as a result of the damage, the Lessee is not able to use the Premises in a reasonable manner,

the Lessee's obligations to pay Rent will abate to the extent proportional to the effect on the Lessee's ability to occupy and use the Premises until the Premises are restored to a condition in which the Lessee is able to conduct the Lessee's activities and/or occupy the Premises in a reasonable manner.

**12 LESSEE TO PAY RATES**

- 12.1 The Lessee will when the same become due for payment pay all (or in the first and last year of the Term the appropriate proportionate part) rates, taxes (including Land Tax), assessments, duties, charges and fees whether municipal, local government, parliamentary or otherwise which are at any time during the currency of this Lease separately assessed and lawfully charged upon, imposed or levied in respect of the Lessee's use or occupation of the Premises to the extent referable to the Lessee's use or occupation of the Premises.
- 12.2 The Lessee will if required by the Lessor produce to the Lessor evidence for such payments within 10 business days after the respective due dates for payment and in case such rates, taxes, duties and fees so covenanted to be paid by the Lessee are

not paid when they become due the Lessor may if it thinks fit pay the same and any such sum so paid may be recovered by the Lessor from the Lessee.

**13 LESSEE TO PAY OTHER CHARGES**

The Lessee will pay all other fees, charges and impositions not referred to in clause 12 for which it may properly be liable and which are at any time during the Term payable in respect of the Premises or on account of the use and occupation of the Premises by the Lessee.

**14 LESSEE TO PAY FOR SERVICES**

The Lessee will as and when the same become due for payment pay to the Lessor or to any other person or body authorised to supply the same all proper charges for gas, electricity, water or other services supplied to the Lessee or consumed in or on the Premises, by the Lessee.

**15 LESSEE TO PAY COST OF WORK**

Whenever the Lessee is required under this Lease to do or effect any act, matter, work or thing then the doing of such act matter or thing will unless this Lease otherwise provides be at the sole risk, cost and expense of the Lessee.

**16 COSTS PAYABLE**

**16.1 Costs Payable to Lessor**

Except where a law limits costs being incurred by a Lessee being recovered from the Lessor, the Lessee will pay in full the Lessor's reasonable legal costs, the fees of all consultants and all duties fees, charges and expenses incurred reasonably, properly and in good faith by the Lessor in consequence of or in connection with or incidental to:

- (a) the preparation, completion, stamping and registration of this Lease;
- (b) any variation of this Lease made otherwise than at the request of the Lessor;
- (c) any application for the consent of the Lessor and the Minister if applicable under this Lease;
- (d) any and every failure to comply, breach or default by the Lessee under this Lease;
- (e) the exercise or attempted exercise of any right power privilege authority or remedy of the Lessor under or by virtue of this Lease;
- (f) the examination of plans, drawings and specifications of any improvement erected or constructed or to be erected or constructed on the Premises by the Lessee and the inspection of it, in this case the costs to be mutually agreed;
- (g) any entry, inspection, examination, consultation or the like which discloses a breach by the Lessee of any provision of this Lease;
- (h) the Lessee requiring the Lessor to do any act, matter or thing under this Lease, unless otherwise provided for in this Lease, the Lessee will reimburse the Lessor for all reasonable costs and expenses incurred in complying with that requirement.



**16.2 Costs payable by Lessor**

The Lessor will pay its own direct and external consultants costs in relation to any rental redetermination matter without reimbursement from the Lessee.

**17 INTEREST ON OVERDUE MONEYS**

The Lessee will pay interest to the Lessor on any moneys due and payable under the Lease or on any judgment in favour of the Lessor in an action arising from the Lease until all outstanding moneys including interest are paid in full. The rate of interest applicable is the rate set by the Lessor's Bank for the time being as its benchmark rates for overdrafts of one hundred thousand dollars (\$100,000.00) or more. Interest will accrue and be calculated daily.

**18 MANNER OF PAYMENT OF RENT AND OTHER MONEYS**

The Rent and other moneys payable in accordance with this Lease must be paid to the address or bank account specified in Column 2 of Item 9 of Schedule 1 or to such other person or at such other address as the Lessor may from time to time direct by notice in writing served on the Lessee.

**19 GOODS AND SERVICES TAX**

- (a) For the purposes of this Lease, "GST", "taxable supply", "consideration" and "tax invoice" have the meanings given to those terms in A New Tax System (Goods and Services Tax) Act 1999.
- (b) All payments to be made or other consideration to be provided under this Lease are GST exclusive unless otherwise expressly stated. If any payment or consideration to be made or provided by the Lessee to the Lessor is for a taxable supply under the Lease on which the Lessor must pay GST and the Lessor gives the Lessee a tax invoice, the Lessee must pay to the Lessor an amount equal to the GST payable (the "GST Amount") by the Lessor for that taxable supply upon receipt of that tax invoice.
- (c) The Parties agree that they are respectively liable to meet their own obligations under the GST Law. The GST Amount must not include any amount incurred in respect of penalty or interest or any other amounts payable by the Lessor as a result of default by the Lessor in complying with the GST Law.

**20 SUBLEASING, ASSIGNMENT AND PARTING WITH POSSESSION**

- 20.1 The Lessee may not sublet, assign this Lease or part with possession of the Premises or any part of them without the consent of the Lessor. The Lessor will not unreasonably withhold its consent.
- 20.2 The Lessee agrees that consent will be taken not to have been "unreasonably withheld" if the Lessor has been served with a notice by the Minister requiring the Minister's consent to any assignment or sub lease or parting with possession of the Premises and the Minister has been requested to give consent but has not given that consent.

- 20.3 If the Lessee is a corporation, it will be treated as assigning this Lease, for the purposes of sub-clause 20.1, if the person or persons who beneficially own or control a majority of its voting shares at the commencement of this Lease cease to do so, except as a result of transmission on the death of a shareholder. This clause will not apply if the Lessee is a corporation, the voting shares of which are listed on a Stock Exchange in Australia.
- 20.4 The Lessee is to pay the Lessor's reasonable legal and other costs relating to considering and giving consent, including any costs which the landlord incurs in making inquiries as to the respectability, solvency, responsibility, stature, experience and capability of any proposed subtenant or assignee or the person to whom possession is to be transferred.
- 20.5 The Lessee may not mortgage or charge this Lease or any estate or interest in the leased Premises.

## **21 TERMINATION OF LEASE**

- 21.1 Subject to Clauses 22 and 23 this Lease terminates on the date specified in Column 2 of Item 3 of Schedule 1.

## **22 TERMINATION OF LEASE UNDER SECTION 109 OF CL ACT**

- 22.1 The Lessor and Lessee acknowledge that, subject to sub-clause 22.2, this Lease will terminate under Section 109 of the CL Act if the Reserve is revoked or that part of the Reserve is revoked that comprises the whole or part of the Premises unless the revocation notification otherwise provides.
- 22.2 Where only part of Premises is affected by a revocation or proposed revocation the Lessor undertakes to consult with the Lessee and the Lessee undertakes to consult with the Lessor to determine if an agreement under Section 109(3) can be reached for the continuation of this Lease in respect to that part of the Premises not affected by the revocation.
- 22.3 The Lessee expressly acknowledges that as provided by Section 109(5) of the CL Act no compensation is payable in respect of the Termination of this Lease by the operation of Section 109 and no compensation shall be payable.

## **23 TERMINATION OF LEASE ON DEFAULT**

- 23.1 The Lessor may end the Lease in the manner set out below in the following circumstances:
- (a) if the Rent or any part of it or any other moneys owing to the Lessor under the Lease is or are in arrears for one month, whether formally demanded or not;
  - (b) if the Lessee breaches an essential condition of this Lease or any rule or regulation made under this Lease;
  - (c) if defects notified under a provision of this Lease are not remedied within the time specified in the notice;
  - (d) if the Lessee is a corporation and an order is made or a resolution is passed for its winding up except for reconstruction or amalgamation;

- (e) if the Lessee is a company and ceases or threatens to cease to carry on business or goes into liquidation, whether voluntary or otherwise, or is wound up or if a liquidator or receiver (in both cases whether provisional or otherwise) is appointed;
- (f) if the Lessee is a company and is placed under official management under the corporations law or enters a composition or scheme of arrangement;
- (g) if the interest of the Lessee under this Lease is taken in execution;
- (h) if the Lessee or any person claiming through the Lessee conducts any business from the leased Premises after the Lessee has committed an act of bankruptcy.

23.2 In the circumstances set out in sub clause 23.1, the Lessor may end the Lease by:

- (a) notifying the Lessee that it is ending the Lease; or
- (b) re-entering the Premises, with force if necessary, and ejecting the Lessee and all other persons from the Premises and repossessing them; or
- (c) doing both.

23.3 If the Lessor ends this Lease under this clause, the Lessee will not be released from liability for any prior breach of this Lease and other remedies available to the Lessor to recover arrears of Rent or for breach of this Lease will not be prejudiced.

23.4 If the Lessor ends this Lease under this clause or under clause 22, it may remove the Lessee's property and store it at the Lessee's expense without being liable to the Lessee for trespass, detinue, conversion or negligence. After storing it for at least one month, the Lessor may sell or dispose of the property by auction or private sale. It may apply any proceeds of the auction or sale towards any arrears of Rent or other moneys or towards any loss or damage or towards the payment of storage and other expenses.

23.5 If the Lessor ends this Lease under this clause, it may, besides any other rights and remedies that it might have, recover from the Lessee damages for the loss of the benefit of the rest of this Lease.

## **24 ACCEPTANCE OF RENT NOT WAIVER**

Demand for, or acceptance of Rent or any other moneys due under this Lease by the Lessor after forfeiture does not operate as a waiver of forfeiture.

## **25 HOLDING OVER BY LESSEE**

- (a) On and from the Terminating Date of this Lease, the Lessee shall be entitled with the consent of the Lessor and the Minister to remain in possession of the Premises on the following terms and conditions:
  - (i) the Lessee shall become a monthly tenant of the Lessor at a monthly rental equivalent to one twelfth of the annual Rent payable at the time of expiration of this Lease;
  - (ii) the Lessee shall comply with and be bound by the terms and conditions of this Lease insofar as the terms and conditions are

applicable, provided that the Lessor may from time to time by notice in writing served on the Lessee direct that any particular condition not apply or be amended in the manner set out in the notice.

- (b) The Lessor and the Lessee expressly agree that where any provision of this Lease confers any right, duty, power or obligation on a Party upon the expiration of this Lease and the Lessee is authorised to remain in possession of the Premises pursuant to a consent granted under this clause the emergence of the right, duty, power or obligation shall be postponed until such time as the Lessee ceases to be entitled to possession pursuant to this clause.
- (c) The tenancy created by operation of this clause may be determined by the Lessor serving on the Lessee a notice to quit. The notice shall take effect at the expiration of the period of one month from the date of service of the notice or such further period as may be specified in the notice.
- (d) The tenancy created by operation of this clause may be determined by the Lessee serving on the Lessor a notice stating that as from a date specified in the notice the tenancy is surrendered.

## **26 LESSEE TO YIELD UP**

26.1 The Lessee will forthwith upon the expiry or determination of this Lease or any extension of it peaceably vacate the Premises at the Lessee's expense.

26.2 The Lessee must:

- (a) unless otherwise provided for in this Lease, remove the Tenant Fixtures and must remove any signs, names, advertisements, notices or hoardings erected, painted, displayed, affixed or exhibited upon, to or within the Premises by or on behalf of the Lessee (other than a notice displayed by the Lessor); and
- (b) unless otherwise provided for in this Lease, rehabilitate the Premises, (to the extent to which it has been altered or affected by the Lessee's occupation and use of the Premises) as nearly as practicable to the original condition before the installation of the Tenant Fixtures to the reasonable satisfaction of the Lessor; and
- (c) ensure that when it vacates the Premises, the Premises comply with any Environmental Law to the extent that it did so at the time of granting of this Lease; and
- (d) leave the Premises in a clean and tidy condition.

26.3 Sub-clause 26.2 does not apply unless the Lessor permits the Lessee to carry out any works on the Premises reasonably required in order to comply with the clause.

## **OBLIGATIONS AND RESTRICTIONS RELATING TO PREMISES**

### **27 ADDITIONS AND ALTERATIONS**

The Lessee shall not make any additions or alterations to the Premises without first obtaining the written consent of the Lessor, the Minister and the local Council (in its role as the statutory planning authority). Any additions or alterations consented to by the Lessor and the Minister shall be carried out at the Lessee's expense and in a workmanlike manner.

### **28 MAINTENANCE OF PREMISES AND ENCLOSED AREAS**

The Lessee will keep the Premises clean and tidy and in good order and condition.

### **29 LESSEE TO ERECT BARRICADES ETC.**

Where the Premises or any part of the Premises become to the knowledge of the Lessee (or which ought reasonably to be in the knowledge of the Lessee) unsafe, hazardous or dangerous the Lessee will forthwith erect such warning signs, fences and barricades as may be necessary until the Premises are rendered safe.

### **30 LESSEE NOT TO REMOVE MATERIALS**

- (a) The Lessee will not mine, remove, extract, dig up or excavate any sand, stone, gravel, clay, loam, shell or similar substance from, on or in the Premises or permit any other person to undertake such action without the prior consent in writing of the Lessor and the Minister and subject to such conditions as the Lessor or the Minister may determine.
- (b) Sub clause 30(a) does not apply to any removal, digging up or excavation as may be necessary to construct or undertake any improvement authorised by or under this Lease provided that any such removal, digging up or excavation is undertaken in accordance with the requirements of that authorisation.
- (c) A failure by the Lessee to comply with any condition imposed pursuant to sub clause 30(a) constitutes a failure by the Lessee to comply with a provision or covenant of this Lease.

### **31 ADVERTISING**

- (a) The Lessee must not permit to be displayed or placed on the Premises or any part of them any sign, advertisement or other notice without first obtaining the Lessor's written consent other than safety signs, in respect of which the Lessor's consent will not be required; and
- (b) The Lessor may at any time by notice in writing require the Lessee to discontinue to use any piece or mode of advertising to which the Lessor has granted consent under sub-clause 31(a) which in the opinion of the Lessor has ceased to be suitable or has become unsightly or objectionable and the Lessee on receipt of the notice must comply accordingly.

**32 NOTIFICATION OF ACCIDENT**

The Lessee will give to the Lessor prompt notice in writing of any serious accident to any person or accident to the Premises or serious defect at or to the Premises unless that defect or accident is capable of being and is promptly remedied by the Lessee.

**33 RODENTS AND VERMIN**

The Lessee will take all reasonable precautions to keep the Premises free of rodents, vermin, insects and pests and will in the event of failing to do so if required by the Lessor but at the cost of the Lessee employ from time to time a duly certified pest exterminator approved by the Lessor whose approval will not be unreasonably withheld. In performing its obligations pursuant to this clause the Lessee and any person acting on the Lessee's behalf will not use any substance or undertake any activity prohibited by any law.

**34 LESSEE NOT TO BURN OFF**

If applicable, the Lessee will not carry out any burning off on the Premises except with the prior consent of the Lessor in writing, which consent shall not be unreasonably withheld, and after compliance with the requirements of the Rural Fires Act 1997. Any consent granted in accordance with this condition shall be subject to such reasonable conditions as the Lessor may impose.

**35 LESSEE NOT TO COMMIT NUISANCE ETC**

The Lessee will not:

- (a) carry on or permit to be carried on at the Premises any noxious, nuisance or offensive trade or business; or
- (b) do or permit to be carried on at the Premises any act, matter or thing which results in nuisance damage or disturbance to the Lessor or owners or occupiers of adjoining or neighbouring lands or buildings; or
- (c) use the Premises for any illegal activity.

**36 HAZARDOUS SUBSTANCES**

The Lessee must not bring on to the Premises or keep any Hazardous Substance on the Premises without the prior consent of the Lessor, which consent shall not be unreasonably withheld.

**37 RELICS**

- (a) Unless authorised to do so by a permit under section 87 or a consent under section 90 of the National Parks and Wildlife Act 1974 and subject to observance and compliance with any conditions imposed on the grant of such permit or consent the Lessee will not knowingly disturb, destroy, deface or damage any aboriginal relic or place or other item of archaeological significance within the Premises and will take reasonable precautions in drilling excavating or carrying out other operations or works on the Premises against any such disturbance, destruction, defacement or damage.

- (b) If the Lessee becomes aware of any aboriginal relic or place or other item of archaeological significance within the Premises the Lessee will within 24 hours notify the Lessor and the Director-General of the Department of Environment and Conservation of the existence of such relic, place or item.
- (c) The Lessee will not continue any operations or works on the Premises likely to interfere with or disturb any relic, place or item referred to in sub clause 37(b) without the approval of the Director-General of the Department of Environment and Conservation and the Lessee will observe and comply with all reasonable requirements of the said Director-General in relation to carrying out the operations or works.

### **38 ARTEFACTS**

All fossils, artefacts, coins, articles of value, articles of antiquity, structure and other remains or things of geological historical or archaeological interest discovered on or under the surface of the Premises shall be deemed to be the absolute property of the Lessor and the Lessee will as authorised by the Lessor watch or examine any excavations and the Lessee will take all reasonable precautions to prevent such articles or things being removed or damaged and will as soon as practicable after discovery thereof notify the Lessor of such discovery and carry out the Lessor's orders as to the delivery up to or disposal of such articles or things at the Lessor's expense.

### **IMPROVEMENTS AND PLANT**

#### **39 OWNERSHIP AND REMOVAL OF IMPROVEMENTS AND TENANT FIXTURES**

- (a) Upon expiry or sooner determination of this Lease all Improvements undertaken by the Lessee become the property of the Lessor.
- (b) During the Term and any extension of it, ownership of Tenant Fixtures vests in the Lessee. Notwithstanding anything contained in this Lease, so long as any Rent or other moneys are due by the Lessee to the Lessor or if the Lessee has committed any breach of this Lease which has not been made good or remedied and whether the Lessee is still in possession or not, the Lessee shall not be entitled to remove any of the Tenant Fixtures, fittings or equipment from the leased property.

#### **40 GENERAL REQUIREMENT TO REPAIR**

Without prejudice to any specific obligations contained in this Lease the Lessee will to the satisfaction of the Lessor at all times keep the Premises in good repair and properly maintained in all respects.

#### **41 BREAKAGES**

The Lessee will immediately at the Lessee's expense make good any breakage defect or damage to the Premises (including but not limited to broken glass) or to any adjoining premises or to any facility or appurtenance of the Lessor occasioned by want of care, misuse or abuse on the part of the Lessee, the Lessee's agents, servants, invitees or licensees.

#### **42 LESSOR'S RIGHT TO ENTER INSPECT AND REPAIR**

The Lessor, the Lessor's agents, the Minister and the Minister's delegates may at all reasonable times upon giving to the Lessee reasonable notice (except in the case of emergency when no notice shall be required) and accompanied by the Lessee or an employee or agent of the Lessee enter upon the Premises and view the state of repair of the Premises and may serve upon the Lessee a notice in writing of any defect (the repair of which is the Lessee's obligation under this Lease to undertake) requiring the Lessee within two months to repair the same.

#### **43 INDEMNITIES AND INSURANCE**

##### **Definition**

For the purposes of clauses 44, 45, 46, 47, 48, 49, 57 and 58 –

Lessor means the Lessor, Her Majesty the Queen Her Heirs and Successors, the State of New South Wales, the Minister and the agents, servants, employees and contractors of Her Majesty, Her Majesty's Heirs and Successors, the State of New South Wales and the Minister.

Claim/s means actions, suits, claims, demands, proceedings, losses, damages, compensation, costs, legal costs, charges and expenses.

#### **44 INDEMNITIES**

##### **44.1 Indemnity for use of Premises**

(a) The Lessee will indemnify and keep indemnified the Lessor from and against all Claims whatsoever to which the Lessor shall or may be or become liable for or in respect of the Lessee's occupation operation and use of the Premises or for or in respect of all Claims of whatsoever nature or kind and howsoever arising (and whether to any property or to any person resulting in the destruction or damage of any property or the death or injury of any person) at or upon the Premises or originating on the Premises, although occurring or sustained outside the Premises, except to the extent that any such Claims:

(i) arise from or are contributed to by the negligence or wilful act or omission on the part of the Lessor; or

(ii) arise from the occupation, operation or use of the Premises by any other occupier, or the acts of any person who has access to the Premises with the consent of another occupier, and the Lessor is adequately indemnified by that other occupier in respect of the relevant Claim or demand, and the Lessor will use its reasonable endeavours to ensure that an indemnity in or to the effect of this form is contained in any agreement with any other occupier of the Premises.

##### **44.2 Indemnity Continues After Expiration of Lease**

The obligations of the Lessee under this clause continue after the expiration or other determination of this Lease in respect of any act, deed, matter or thing happening before such expiration or determination for the period limited by the Statute of Limitations.



**44.3 Exclusion of Consequential Loss**

Despite any other provision of this Lease, both Parties exclude, (and agree that they will have no rights against the other for) liability for consequential or indirect loss arising out of this Lease including (without limitation) in respect of loss of profits or loss of business. This clause does not apply in respect of wilful acts by either Party.

**45 RELEASE OF LESSOR FROM LIABILITY**

- (a) The Lessee shall occupy, use and keep the Premises at the risk of the Lessee and hereby releases to the full extent permitted by law the Lessor from all Claims resulting from any accident, damage or injury occurring therein (but excluding such Claims to the extent that such Claims arise out of the negligent or wilful acts omissions or default of the Lessor) and the Lessor shall have no responsibility or liability for any loss of or damage to fixtures and/or personal property of the Lessee or any agent or servant of the Lessee or of any member of the public whilst in or upon the Premises (but excluding such Claims to the extent that such Claims arise out of the negligent acts or wilful omissions or default of the Lessor).
- (b) The obligations of the Lessee under this clause shall continue after the expiration or other determination of this Lease in respect of any act, deed, matter or thing happening before such expiration or determination for which the Lessee is responsible. Such obligation is to be governed by the Statute of Limitations.

**46 NO LIABILITY FOR FAILURE OF SERVICES**

The Lessor will not be under any liability for any loss, injury or damage sustained by the Lessee or any other person at any time as a result of or arising in any way out of the failure of the electricity, telephones, gas, water supply, sewerage, drainage or any other services or facilities provided by the Lessor or enjoyed by the Lessee in conjunction with the Premises or this Lease provided that such failure is not due to the negligent or wilful act or omission of the Lessor its servants or agents.

**47 LESSEE NOT TO IMPOSE LIABILITY ON LESSOR**

Subject to any other provision of this Lease, the Lessee will not without the written consent of the Lessor or Minister by any act, matter or deed or by failure or omission cause or permit to be imposed on the Lessor or Minister any liability of the Lessee under or by virtue of this Lease even though the Lessee is entitled to do so under any law present or future or otherwise.

**48 INSURANCE - PUBLIC RISK**

The Lessee will effect and maintain with a reputable and solvent insurer with respect to the Premises and the activities carried on in the Premises public risk insurance for an amount not less than the amount set out in Column 2 of Item 12 of Schedule 1 (or such other amount as the Lessor may from time to time reasonably require) as the amount payable in respect of liability arising out of any one single accident or event. The Lessor acknowledges that the Lessee may effect the public risk insurance pursuant to an insurance policy which is not specific as to the location of risk.

**49 PROVISIONS RE POLICIES**

- (a) All insurance policies required to be effected by the Lessee pursuant to this Lease are specified in Schedule 3 - Special Conditions and shall be in place prior to occupying the Premises.
- (b) The Lessee will produce to the Lessor, once per calendar year or once per period of insurance (whichever first occurs), a certificate of insurance and/or a certificate of currency in respect of the insurance policies required to be effected by the Lessee pursuant to this Lease.
- (c) The Lessee will not at any time during the Term do any act or omit to do any act which it ought reasonably believe may render void or voidable any policy of insurance. If the Lessee does any act or fails to do any act whereby the rate of premium on such insurance shall be liable to be increased, the Lessee will obtain insurance cover for such increased risk and pay all additional premiums required on account of the additional risk caused by the use to which the Premises are put by the Lessee.
- (d) The Lessee will use all reasonable endeavours to ensure that full, true and particular information is given to the office or company with which the said insurances are effected of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or policies of insurance or the payment of all or any moneys there under.

**LESSOR'S WARRANTIES AND COVENANTS**

**50 HAZARDOUS CHEMICALS**

The Lessor warrants that it has not received any notice pursuant to the Environmentally Hazardous Chemical Act, 1985 (NSW).

**51 QUIET ENJOYMENT**

The Lessor warrants that subject to:

- (a) the Lessor's rights under this Lease;
- (b) the Lessee complying with its obligations under this Lease;

the Lessee may hold and occupy the Premises without undue interference by the Lessor.

**LESSOR'S POWERS AND FUNCTIONS**

**52 APPROVAL BY THE LESSOR**

- (a) This clause does not apply to a consent or approval under clause 20.
- (b) In any case where pursuant to this Lease the doing or executing of any act, matter or thing by the Lessee is dependent upon the approval or consent of the Lessor such approval or consent will not be effective unless given in writing and may be given or withheld (unless the context otherwise requires) by the Lessor and may be given subject to such conditions as the Lessor may

determine unless otherwise provided in this Lease provided such consent or approval is not unreasonably withheld or such terms and conditions are not unreasonable.

- (c) Any failure by the Lessee to comply with a condition imposed by the Lessor pursuant to sub-clause 52(b) constitutes a failure by the Lessee to comply with a condition of this Lease.

### **53 OPINION OF THE LESSOR**

Any opinion to be formed by the Lessor for the purposes of this Lease may be formed by the Lessor on such grounds and material as the Lessor determines to be sufficient. If the Lessor deems it necessary, such opinion will be formed after consultation with any New South Wales Government Department, the Local Council or other public authority or the Standards Association of Australia or any other body whose objects and functions are relevant. In forming any such opinion the Lessor is deemed to be exercising merely administrative functions.

### **COMPLIANCE WITH STATUTES AND OTHER INSTRUMENTS**

#### **54 LESSEE TO COMPLY WITH ALL COMMONWEALTH AND NSW STATE LAWS**

- (a) The Lessee will comply with the requirements of all statutes, regulations or by-laws and requirements of all relevant public and local authorities in so far as they apply in relation to the use and occupation of the Premises to the extent to which the Lessee is bound at law to comply with the same and nothing in this Lease affects this obligation.
- (b) The Lessee will forthwith on being served with a notice by the Lessor comply with any notice or direction served on the Lessor by a competent authority relating to the destruction of noxious animals or plants or pests or the carrying out of repairs alterations or works on or to the Premises.

#### **55 LESSEE TO COMPLY WITH ENVIRONMENTAL LAWS**

In relation to its use of the Premises, the Lessee must, during the Term, and in relation to the Premises:

- (a) comply with relevant Environmental Law;
- (b) use its best endeavours to prevent a breach of any Environmental Law;
- (c) report any breach even if accidental; and
- (d) provide to the Lessor as soon as reasonably practicable details of notices received by or proceedings commenced against the Lessee pursuant to an Environmental Law:
  - (i) relating to a breach or alleged breach by the Lessee of an Environmental Law; or
  - (ii) requiring the Lessee to carry out works to decrease the affectation of the Premises by any Hazardous Substance.

**56 LESSEE'S FAILURE TO COMPLY WITH STATUTORY REQUIREMENTS**

Where the Lessee breaches any law in relation to its use of the Premises it is taken to breach a condition of this Lease, provided that:

- (a) the Lessee has been found guilty of the breach, and
- (b) the Lessor determines that the breach warrants the Termination of this lease.

**57 INDEMNITY FOR NON-COMPLIANCE WITH LEGISLATION**

The Lessee will indemnify and keep indemnified the Lessor from and against any Claims arising from the non-compliance by the Lessee with any New South Wales or Commonwealth legislation that may apply to the Lessee's use and occupation of the site and access thereto and the Lessee's operation of their business from the site and access thereto.

This clause shall not merge on the expiration or other determination of this Lease in respect of any act, deed, matter or thing happening before such expiration or determination.

**58 INDEMNITY FOR BREACH OF ENVIRONMENTAL LAW**

Without prejudice to any other indemnity granted by this Lease, the Lessee shall indemnify and keep the Lessor indemnified against all Claims arising from a breach by the Lessee of any Environmental Law which breach is in relation to the Premises. This clause shall not merge on expiration or other determination of this Lease in respect of any act, deed, matter or thing happening before such expiration or determination.

**DISPUTE RESOLUTION**

**59 PROCEDURE - DISPUTE RESOLUTION**

- (a) In the event that the Lessor and the Lessee are in dispute regarding any matter relating to or arising under this Lease or in respect of any approvals or consents to be granted by the Lessor (except those approvals or consents where the Lessor has an obligation to act reasonably) to the Lessee hereunder, then either the Lessor or the Lessee may give notice and particulars of such dispute to the other Party.
- (b) Where a notice of dispute is served pursuant to this clause the Parties agree to enter into informal negotiations to try and resolve the dispute in good faith and in an amicable manner.
- (c) If the dispute is not resolved informally within 21 days of service of written notice, the Parties may confer with a mutually agreed third party whose role will be to assist in the resolution of the dispute by mediation or expert appraisal of the dispute. The Parties agree to provide all information and assistance reasonably requested by such third party, including access to any accounting or other business records relating to or arising out of the Lease.
- (d) A third party appointed in accordance with this clause may decide in which proportions any fees will be borne by the respective Parties. In the absence of any such decision by the third party fees shall be borne equally by the Parties.

- (e) Neither Party shall be entitled to commence or maintain any proceedings in any court or tribunal until negotiations or mediations have taken place pursuant to this clause except where either Party seeks urgent interlocutory relief.
- (f) Either Party may at any time bring negotiations or mediation to an end by serving upon the other Party written notice stating that the dispute has failed to be resolved. Upon service of such notice both Parties shall be entitled to pursue any legal remedies available to them in relation to the dispute. This sub-clause does not in any way limit a mediator's power to apportion fees under sub-clause 59(d).
- (g) Notwithstanding the existence of a dispute being dealt with under this clause the Parties must, unless acting in accordance with an express provision of this Lease, continue to perform their obligations under this Lease.

## **60 NOTICES**

### **60.1 Service of Notice on Lessee**

Any notice served by the Lessor on the Lessee must be in writing and will be sufficiently served if:

- (a) served personally or left addressed to the Lessee at the address stated in Column 2 of Item 10 of Schedule 1 or such other address as the Lessee notifies in writing to the Lessor; or
- (b) sent by email to the Lessee's email address stated in Column 2 of Item 10 of Schedule 1 or such other address as the Lessee notifies in writing to the Lessor;
- (c) sent by facsimile to the Lessee's facsimile number stated in Column 2 of Item 10 of Schedule 1 or such other number as the Lessee notifies in writing to the Lessor; or
- (d) forwarded by prepaid security mail addressed to the Lessee at the address stated in Column 2 of Item 10 of Schedule 1

and every such notice must also be served on the Lessee's solicitors, as they may be nominated from time to time, or such other address or facsimile number as the Lessee's solicitors notify in writing to the Lessor, by any methods identified in clauses 60.1 (a), (b) and (c).

### **60.2 Service of Notice on Lessor**

Any notice served by the Lessee on the Lessor must be in writing and will be sufficiently served if:

- (a) served personally or left addressed to the Lessor at the address stated in Column 2 of Item 11 of Schedule 1 or such other address as the Lessor notifies in writing to the Lessee; or
- (b) sent by email to the Lessor's email address stated in Column 2 of Item 11 of Schedule 1 or such other address as the Lessor notifies in writing to the Lessee;

- (c) sent by facsimile to the Lessor's facsimile number stated in Column 2 of Item 11 of Schedule 1 or such other number as the Lessor notifies in writing to the Lessee; or
- (d) forwarded by prepaid security mail addressed to the Lessor at the address stated in Column 2 of Item 11 of Schedule 1

and every such notice must also be served on the Lessor's solicitors, as they may be nominated from time to time, or such other address or facsimile number as the Lessor's solicitors notify in writing to the Lessee, by any methods identified in clauses 60.1 (a), (b) and (c).

**60.3 Notices**

- (a) Any notice served by the Lessor or the Lessee under this Lease will be effective if signed by a director or secretary or the solicitors for the Party giving the notice or any other person or persons nominated in writing from time to time respectively by the Lessor or by the Lessee to the other.
- (b) Any notice sent by prepaid security mail will be deemed to be served at the expiration of 2 Business Days after the date of posting.
- (c) Any notice sent by facsimile machine will be deemed to be served on the first Business Day after the date of transmission (provided that the sending Party receives a facsimile machine verification report indicating that the notice has been transmitted).

**MISCELLANEOUS**

**61 NO MORATORIUM**

Any present or future legislation which operates to vary obligations between the Lessee and the Lessor, except to the extent that such legislation is expressly accepted to apply to this Lease or that its exclusion is prohibited, is excluded from this Lease.

**62 NO WAIVER**

No waiver by a Party of any breach of any covenant obligation or provision in this Lease either express or implied shall operate as a waiver of another breach of the same or of any other covenant obligation or provision in this Lease contained or implied. None of the provisions of this Lease shall be taken either at law or in equity to have been varied waived discharged or released by a Party unless by express consent in writing.

**63 NO MERGER**

Nothing in this lease merges, postpones, extinguishes, lessens or otherwise prejudicially affects the rights and remedies of the Parties under this Lease or under any other agreement.

**64 COUNTERPARTS**

- (a) A Party may execute this lease by signing any counterpart.
- (b) All counterparts constitute one document when taken together.

**65 CONTACT PERSON**

The Lessor and the Lessee each must nominate a person to contact about matters arising under this Lease. The person so nominated is the person referred to in Column 2 of Items 13 and 14 of Schedule 1 or such other person as the Lessor nominates in writing to the Lessee and the Lessee nominates in writing to the Lessor from time to time.

**66 APPLICABLE LAW**

This Lease shall be construed and interpreted in accordance with the law of New South Wales.

**67 NO HOLDING OUT**

The Lessee will not in connection with the Premises or otherwise directly or indirectly hold out or not permit to be held out to any member of the public any statement, act, deed, matter or thing indicating that the Premises or the business conducted or operated thereon or any parts or parts thereof are or is being carried on or managed or supervised by the Lessor nor shall the Lessee act as or represent itself to be the servant or agent of the Lessor.

**68 WHOLE AGREEMENT**

- (a) The provisions contained in this Lease expressly or by statutory implication cover and comprise the whole of the agreement between the Parties.
- (b) No further or other provisions whether in respect of the Premises or otherwise will be deemed to be implied in this Lease or to arise between the Parties hereto by way of collateral or other agreement by reason or any promise representation warranty or undertaking given or made by any Party hereto to another on or prior to the execution of this Lease.
- (c) The existence of any such implication or collateral or other agreement is hereby negated.

**69 SPECIAL CONDITIONS**

The Special Conditions set out in Column 2 of Item 16 of Schedule 1 apply and form part of this Lease.

**SCHEDULE 1**

Item	Clause	Column 1	Column 2
1	2	<b>Commencing Date</b>	1 July 2017
2	7	<b>Term</b>	10 years
3	21	<b>Terminating Date</b>	30 June 2027
4	8	<b>Permitted Use</b>	Community purpose
5	9	<b>Initial Rent</b>	\$15,600
6	9	<b>Rent Rebate</b>	\$15,117
7	9	<b>Due Date</b>	1 July annually
8	9	<b>Market Rent Review Date</b>	3 years from commencing date and every 3 years thereafter
9	18	<b>Address for Payment of Rent</b>	91 Adelaide Street, Blayney. 2799
10	60	<b>Lessee's address for Service of Notices</b>	Attention: The Service Manager, Blayney Multi Service Outlet 39 Church Street, Blayney. NSW. 2799  Phone: 6368 3748 Email: <a href="mailto:blayneymow@ix.net.au">blayneymow@ix.net.au</a>
11	60	<b>Lessor's address for Service of Notices</b>	Attention: The General Manager Blayney Shire Council PO Box 62 Blayney NSW 2799  Phone: 6368 2104 Email: <a href="mailto:council@blayney.nsw.gov.au">council@blayney.nsw.gov.au</a>
12	48	<b>Public Risk Insurance amount</b>	\$20 Million



13	65	<b>Lessor's Contact Person</b>	Director Corporate Services
14	65	<b>Lessee's Contact Person</b>	Service Manager
15	5	<b>Essential Conditions</b>	7, 8, 9, 11, 12, 20, 21, 27, 28, 40, 48, 49, 54, 56
16	69	<b>Special Conditions</b>	[The special conditions set out in Schedule 3]

End of Schedule 1

**SCHEDULE 2**

**Part 1**

**Particulars of the Reserve**

Parish	Errol
County	Bathurst
Locality	Blayney
Deposited Plan	Whole: Lot 23 Section 14 DP 758121
Commencement Date	1 July 2017
Expiry Date	30 June 2027
Initial Rent	\$ 483
Plan	Plan attached and marked as "A"
Third Party Exclusive Area	734m <sup>2</sup>
Enclosed Area	734m <sup>2</sup>

**Part 2**

**Description of the Premises**

Office building and land extending 734m<sup>2</sup>.

**PLAN**

Diagram of reserve for Community Purposes 590102 (Parish of Errol)

Notified 8<sup>th</sup> November 1946 and additions thereto.



### **SCHEDULE 3**

#### **Special Conditions**

1. The Lessee shall not remove, cover or relocate any war memorial, plaque or signage on the property.
2. Further to clause 14, the Lessee agrees to reimburse the Lessor immediately, when requested, outgoings for all local government rates, water, garbage and sewerage rates, waste disposal costs, car park levies and such other outgoings relating to the property.
3. The Lessee undertakes to take care of the Premises and to keep them in a clean condition, and in particular:
  - a. To make no alterations or additions to the Premises, including the erection of any sign or antenna, without the prior written consent of the Landlord.
  - b. To do no decorating that involves marking, defacing or painting any part of the Premises, without the prior written consent of the Landlord.
  - c. To put nothing down any sink, toilet or drain likely to cause obstruction or damage.
  - d. To keep no animals or birds on the Premises, without the prior written consent of the Landlord.
  - e. To ensure that rubbish is not accumulated on the Premises and to cause all trade refuse to be removed regularly and in a manner acceptable to the Landlord.
  - f. To ensure that nothing is done that might prejudice any insurance policy which the Landlord has in relation to the Premises.
  - g. To notify the Landlord promptly of any loss, damage or defect in the Premises.
  - h. To notify the Landlord promptly of any infectious disease or the presence of rats, cockroaches or similar pests.
4. The Lessee undertakes to bear costs for outgoings related to premises fit out / furnishing and maintenance and repairs incidental and specific to lease operations.

Dated this [INSERT DATE] day of [INSERT MONTH], [INSERT YEAR]

**THE COMMON SEAL of BLAYNEY  
MULTI SERVICE OUTLET** was  
affixed in the presence of:

**THE COMMON SEAL of BLAYNEY  
SHIRE COUNCIL**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
First Signatory

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Office Held

\_\_\_\_\_  
Office Held

SIGNED BY THE LESSEE in the  
presence of

\_\_\_\_\_  
Second Signatory

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Office Held

**ANNEXURE "A"**

This and the following \_\_\_\_\_ pages comprise Annexure "A" referred to in the Lease between the  
.....Reserve Trust as Lessor and  
..... as Lessee.

**Ministerial Consent\***

under authority of Section 102 of the Crown Lands Act 1989.

Dated this [INSERT DATE] day of [INSERT MONTH] [INSERT YEAR]

**SIGNED** by ..... under delegation

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Position of Delegate

**\*Notes on Minister's Consent to a lease**

A. Before consenting to a lease by a reserve trust, the delegated departmental officer should consider whether the proposed lease:

- conforms with the Lands template as appropriate in the circumstances
- purpose is compatible with the reserve purpose
- is in the public interest and in particular whether special or exclusive rights should be granted to the proposed lessee
- is compatible with the plan of management (if applicable)
- is for an appropriate term
- was or is proposed to be selected by public competition or, if not, the circumstances relating to the selection of the proposed lessee
- proposed rent represents a proper return to the public for the use of the public land
- contains provisions for the periodic updating or review of the rent
- has no native title impacts
- contains clauses relating to:
  - the termination of the lease in the event of a revocation of the reserve
  - the indemnification of the Reserve Trust, the Crown and the NSW Government against claims for compensation
  - appropriate insurance provisions.
- has been advertised (if the lease term exceeds 5 years) with respect to the Minister's intention to give consent in accordance with Section 102(2) of the *Crown Lands Act 198* ; a fee for advertising costs has been received; and the results of advertising are acceptable.

**B. If Ministerial consent is not required under Section 102 of the Crown Lands Act, please attach evidence of authorisation.**