

Agreement to Licence Property

Between

Uralla Shire Council

And

The party described in Item 1 of the Schedule



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Agreement to Licence Property

Date

Parties

Uralla Shire Council

Of 32 Salisbury Street, Uralla NSW 2358

(USC)

The party described in Item 1 of the Schedule

(Licensee)

Recitals

- A. USC is the owner of the Property.
 - B. The Licensee wishes to licence the Property during the Period for the Purpose.
 - C. The parties have agreed to such a licence on the terms and conditions set out in this agreement.
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The parties agree, in consideration of, among other things, the mutual promises contained in this agreement, as follows:

1. Definitions and interpretation

1.1 Definitions

In this agreement:

Development Approval	means the Development Approval(s) described in Item 5 of the Schedule.
Licensee	means the party described in Item 1 of the Schedule.
Period	means the period described in Item 2 of the Schedule.
Property	means the property described in Item 3 of the Schedule.
Purpose	means the purpose described in Item 4 of the Schedule.

2. Licence

The parties acknowledge and agree that the Licensee shall have a non-exclusive licence to use the Property during the Period for the Purpose. For the avoidance of doubt, USC shall be entitled to access any part of the Property during the Period.

3. Compliance with consent conditions of Development Approval

The Licensee must at all times comply in full with the consent conditions associated with the Development Approval.

4. Limitation of liability

- (a) USC is not liable to the Licensee for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this agreement, except to the extent that such liability may not lawfully be limited or excluded. For the avoidance of doubt, this limitation of liability extends to any employees, contractors, agents, representatives, licensees or permitted assigns of USC.
- (b) Notwithstanding the generality of clause 4(a) above, USC expressly excludes liability for consequential loss or damage which may arise directly or indirectly in connection with this agreement or for loss of, or claim for, revenue, profits, actual or potential business opportunities or anticipated savings or profit, whether direct, indirect, economic, consequential howsoever arising by way of act or omission in contract or in tort.
- (c) To the fullest extent permitted by law, USC excludes all warranties implied by law except as expressly set out in this agreement.

5. Insurance

- (a) The Licensee must keep current during the Period a policy of public liability insurance with a reputable insurer, which notes the interests of USC, that covers its use of the Property and has a limit of liability of not less than \$20,000,000.
- (b) Prior to the commencement of the Period, the Licensee must provide evidence of the currency and extent of coverage of the insurance prescribed by clause 5(a) and note the details of the policy in Item 6 of the Schedule.

6. Indemnity and release

6.1 Indemnity by the Licensee

The Licensee must indemnify and keep indemnified (including after the expiry of this agreement) USC (including any of its employees, contractors, agents, representatives, licensees or permitted assigns) from and against any loss, cost, damage, expense (including lawyer's fees and expenses on a full indemnity basis), claim, demand or liability arising directly or indirectly from or in connection with:

- (a) a breach of this agreement by the Licensee;

- (b) any negligence of the Licensee;
- (c) personal injury to, or illness or death of, any person arising out of the Licensee's use of the Property during the Period; or
- (d) any damage to any property arising out of the Licensee's use of the Property during the Period.

6.2 Releases by the Licensee

The Licensee releases and discharges USC from any claim, liability, loss or damage that the Licensee may suffer or incur which arises directly or indirectly from or in connection with this agreement.

7. Termination

- (a) USC may immediately terminate this agreement on giving written notice to the Licensee if the Licensee breaches any term of this agreement.
- (b) The termination of this agreement does not negate any outstanding obligations between the parties up to the date of termination.

8. General

8.1 Severability

If any provision in this agreement is unenforceable, illegal or void or makes this agreement or any part of it unenforceable, illegal or void, then that provision (or part thereof) is severed and the rest of this agreement remains in force.

8.2 Waiver

A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right unless it is in writing.

8.3 Variation

A variation of any term of this agreement must be in writing and signed by the parties.

8.4 Assignment

No party may, without the prior written consent of all other parties, transfer or assign any of its rights or obligations under this agreement.

8.5 Entire agreement

This agreement supersedes all previous agreements in respect of its subject matter and constitutes the entire agreement between the parties.

8.6 Counterparts

This agreement may be executed in counterparts. All executed counterparts together constitute one document.

8.7 Relationship of parties

Except where this agreement expressly states otherwise, this agreement does not create a relationship of employment, trust, agency or partnership between the parties.

8.8 Governing law and jurisdiction

- (a) This agreement is governed by and to be construed in accordance with the laws of the State of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of that State.

Executed by the parties as an agreement

Executed by Uralla Shire Council by its authorised delegate pursuant to section 377 *Local Government Act 1993* (NSW):

Signature

Signature

Print name / Capacity

Print name / Capacity

If the party described in Item 1 of the Schedule is an individual, sign immediately below (otherwise move to the next section)

Executed by the party described in Item 1 of the Schedule:

Signature of party

Signature of witness

Print name of party

Print name of witness

If the party described in Item 1 of the Schedule is a corporation, sign immediately below (otherwise move to the next section)

Executed by the party described in Item 1 of the Schedule in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

Signature of Director

Signature of Director/Secretary

Print name of Director

Print name of Director/Secretary

If the party described in Item 1 of the Schedule is an incorporated association in NSW, sign immediately below.

Executed by the party described in Item 1 of the Schedule in accordance with section 22(1) of the *Associations Incorporation Act 2009* (NSW)

Signature of Authorised Person

Signature of Authorised Person

Print name of Authorised Person

Print name of Authorised Person

Schedule

Item	Definition	Detail
1	Licensee	Name(s): ACN (if applicable): Address: Telephone number(s): Email address:
2	Period	From: To:
3	Property (include Folio Identifier(s))	
4	Purpose	
5	Development Approval(s)	
6	Insurance details	