



Licence

[DNRET Ref: 23/3277]

Date

The Honourable Roger Charles Jaensch MP

(being and as the Minister for the time being for the State of Tasmania
administering the *Crown Lands Act 1976* (Tas))

(Licensor)

and

Dolphin Sands Community Association

(Licensee)

and

The person or entity (if any) named in Item 1

(Guarantor)

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Licence

Details and recitals

Date:

Parties:

Name

The Honourable Roger Charles Jaensch MP

(being and as the Minister for the time being for the State of Tasmania administering the *Crown Lands Act 1976* (Tas))

Short form name

Licensor

Notice details

C/- Department of Natural Resources and Environment Tasmania
GPO Box 44, Hobart, Tasmania 7001
Telephone: (03) 6169 9015
Attention: Secretary, Department of Natural Resources and Environment Tasmania

Name

Dolphin Sands Community Association

ABN

85 478 684 541

Short form name

Licensee

Notice details

PO Box 133, Swansea, Tasmania 7190
Telephone: 0448 764 332
Email: dsca.7190@gmail.com

Name

The person or entity (if any) named in Item 1

Short form name

Guarantor

Notice details

Refer Item 1

Recitals:

- A. Pursuant to the provisions of the Act, the Licensor as Minister may licence Crown land to any person on such terms as the Licensor thinks fit.
- B. The Licensor acting under the powers conferred by the Act (and in particular the Section of the Act) has agreed to grant the Licensee a licence of the Licensed Area in accordance with this Licence and the Act.
- C. The Licensee has agreed to accept a licence of the Licensed Area in accordance with this Licence and the Act.

Information Table

Item 1 Page 1: Guarantor's details	
Name: ACN/ARBN/ABN: Notice details:	Not Applicable.
Item 2 (clause 1.1): Licensed Area	
All that area of Crown land situated at Cambria Drive, Dolphin Sands in Tasmania identified by Property Identification Number 9666583 being approximately 25m ² shown outlined in red on the Plan.	
Item 3 (clause 1.1): Improvements	
Stairs on the Licensed Area as owned by the Licensor.	
Item 4 (clause 1.1): Commencement Date	
1 July 2023.	
Item 5 (clause 1.1): Expiry Date	
30 June 2033.	
Item 6 (clause 1.1): Term	
The period of ten (10) years.	
Item 7 (clause 3): Licence Fee	
\$1.00 per annum if demanded.	
Item 8 (clause 3.1): Fixed Licence Fee	
Applicable.	
Item 9 (clause 3.2): Adjustment of Licence Fee	
Not Applicable.	
Item 10 (clause 1.1): Insured Amount	
\$20,000,000.00.	
Item 11 (clause 1.1): Interest Rate	
The rate prescribed by the <i>Crown Lands Regulations 2021</i> (Tas) for the purposes of section 36(a)(ii) of the Act.	
Item 12 (clause 1.1): Section of Act	
Section 40(1).	

Item 13 (clause 1.1): Permitted Use

The right for the Licensee to enter and use the Licensed Area for the purposes of:

- (a) use and maintenance of the Improvements in accordance with the Special terms and conditions; and
- (b) Public Recreation.

Public Recreation means the right for the Licensee to permit the public to be at liberty to use and enjoy the Licensed Area for the purpose of recreational activities.

Item 14 (clause 14): Special terms and conditions

The following Special terms and conditions apply to this Licence:

1. Licensee to maintain Licensed Area:

The Licensee must carry out Maintenance Works during the Term as required to maintain the Licensed Area, and Improvements, to a standard necessary to carry out the Permitted Use.

'Maintenance Works' includes all or any of:

- (i) maintaining Improvements in their state of repair as and when constructed by the Licensor;
- (ii) any other works as directed by the Licensor from time to time; and
- (iii) disturbing the ground soil to do any of those things.

2. Extension of Licence

The Licensor must grant the Licensee a new licence of the Licensed Area for a further term of ten (10) years to commence on the expiration of this Licence if the Licensee:

- (a) makes a written request no earlier than six months and at least three months prior to the expiration of this Licence; and
- (b) is not in breach of any of the terms of this Licence at the time of the request under subclause (a) and at the expiration of the initial Term; and
- (c) has not persistently been in breach of the Licence during the Term.

The new licence to be on the same terms and conditions contained in this Licence with any necessary changes as required by the Licensor.

Operative provisions

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Licence, unless the context otherwise requires:

Act means the *Crown Lands Act 1976* (Tas).

Approval or **Approvals** includes:

- (a) any consent, authorisation, registration, filing, lodgement, agreement, notarisation, certificate, permission, licence, approval, authority or exemption from by or with a Government Body;
- (b) in relation to anything which will be fully or partly prohibited or restricted by law if a Government Body intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiration of that period without intervention or action;
- (c) all necessary development approvals, licences, permits and approvals as may be required from time to time by a Government Body for or in respect of the Permitted Use; and
- (d) to avoid doubt, any planning and environment approvals.

Business Day means a day that is not a Saturday, a Sunday, Easter Tuesday or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) generally observed in Hobart.

Commencement Date means the date set out in Item 4.

Contamination means a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance of any kind that:

- (a) makes, or may make, the Licensed Area, land or waters adjacent to the Licensed Area (if any) unsafe, unfit or harmful for habitation, use or occupation by any person or animal; or
- (b) causes the Licensed Area, land or waters adjacent to the Licensed Area (if any) to not satisfy all applicable Laws or the criteria, standards or guidelines published, or adopted by any Government Body that has jurisdiction over the Licensed Area.

Crown means the Crown in Right of Tasmania.

Details means the details and recitals set out above.

Expiry Date means the date set out in Item 5.

Government Body includes a body politic, a government (federal, state or local), a governmental, judicial or administrative body, a tribunal, a commission, a department or agency of any government, and a statutory authority or instrumentality.

Guarantor means the guarantor (if any) set out in Item 1.

GST means any goods and services tax or similar tax imposed by the Commonwealth of Australia (but excluding any penalty, fine, interest or similar payment).

GST Laws means applicable Laws relating to GST.

Improvements means the improvements set out in Item 3.

Information Table means the table titled 'Information Table' (if any) included in this Licence.

Insolvent means:

- (a) in respect of a natural person, that person:
 - (i) committing an act of bankruptcy;
 - (ii) being made bankrupt; or
 - (iii) being subject to an arrangement under Part IV of the *Bankruptcy Act 1966* (Cwlth); and
- (b) in respect of a corporation, that corporation:
 - (i) being wound up (other than for the purpose of restructure);
 - (ii) coming under external administration under the *Corporations Act 2001* (Cwlth);
 - (iii) being subject to an order for winding up or reconstruction; or
 - (iv) having a receiver, a receiver and manager, an agent in possession, a trustee or a guardian appointed to the property of the corporation.

Insured Amount means the amount set out in Item 10.

Item means an item in the Information Table.

Interest Rate means the rate set out in Item 11.

Law means:

- (a) principles of law or equity established by decisions of courts;
- (b) legislation and subordinate legislation; and
- (c) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

Licence or this Licence means this deed and includes all its annexures, appendices, attachments and schedules (if any).

Licence Fee means the amount set out in Item 7.

Licensed Area means that area of Crown land set out in Item 2.

Licensee means the person or entity set out in the Details and where the context permits includes the Licensee's employees, authorised contractors, sub-contractors, agents, licensees and invitees and any other person claiming through or under the Licensee.

Licensors means the Minister from time to time administering the Act, the Minister's successors in office and where the context requires includes all persons acting on behalf of the Minister.

month means calendar month.

Permitted Use means the right to use the Licensed Area for the purpose set out in Item 13 and for all reasonably necessary ancillary purposes.

Plan means the plan of the Licensed Area which is attached to this Licence as 'Attachment: Plan' which is attached for illustration purposes only.

Right includes a right, a power, a remedy, a discretion or an authority.

Section of Act means the section of the Act set out in Item 12.

Special terms and conditions means the special terms and conditions, if any, set out in Item 14.

Term means the period set out in Item 6, commencing on the Commencement Date and ending on the Expiry Date (inclusive of those dates).

Valuer means:

- (a) a person who is qualified to practice as a land valuer under section 4 of the *Land Valuers Act 2001*(Tas); or
- (b) the person appointed as the Valuer-General under the *Valuation of Land Act 2001* (Tas) or his or her nominees.

1.2 Interpretation

In this Licence, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Licence have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (e) a reference to a group of persons includes a reference to any one or more of those persons;
- (f) a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a party to, or a clause or a part of, this Licence;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) writing includes marks, figures, symbols, images or perforations having a meaning for persons qualified to interpret them;
- (i) a reference to a document includes:
 - (i) any thing on which there is writing;
 - (ii) any thing from which sounds, images or writings can be reproduced with or without the aid of any thing else;
 - (iii) an amendment or supplement to, or replacement or novation of, that document; or

- (iv) a map, plan, drawing or photograph;
- (j) a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (k) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (l) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (m) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (n) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
- (o) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;
- (p) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;
- (q) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later;
- (r) reference to a time or date in connection with the performance of an obligation by a party is a reference to the time or date in Hobart, Tasmania, even if the obligation is to be performed elsewhere; and
- (s) references to '\$' and 'dollars' are to Australian dollars.

1.3 Headings

Headings are included for convenience only and do not affect the interpretation of this Licence.

1.4 No rule of construction applies to disadvantage party

In relation to the interpretation of this Licence, no rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of this Licence or any part of it.

1.5 Information Table

If there is an Information Table:

- (a) an Item that has not been completed will be taken to be 'not applicable'; and
- (b) unless the context otherwise requires, expressions defined in that table have the same meanings when used in other parts of this Licence.

2 Grant of Licence

2.1 Grant of Licence

The Licensors grants to the Licensee, and the Licensee accepts, a non-exclusive licence under the Section of the Act, to use the Licensed Area for the Permitted Use from the Commencement Date for the Term in accordance with this Licence and subject to the Act.

2.2 No estate or interest

This Licence does not confer upon the Licensee any estate or interest in the Licensed Area.

2.3 Licensors has access to the Licensed Area

The Licensors retains the right to full and free access to the Licensed Area throughout the Term.

3 Licence Fee

3.1 Fixed Licence Fee

- (a) This clause 3.1 applies if Item 8 states that this clause is applicable. For the avoidance of doubt, this clause 3.1 is not applicable if Item 8 states that this clause 3.1 is not applicable.
- (b) In consideration of this Licence, the Licensee must pay the Licence Fee to the Licensors in advance on the Commencement Date without set-off or deduction.
- (c) The Licence Fee is the only Licence Fee payable during the Term of this Licence.

3.2 Adjustment of Licence Fee

- (a) This clause 3.2 applies if Item 9 states that this clause is applicable. For the avoidance of doubt, this clause 3.2 is not applicable if Item 9 states that this clause 3.2 is not applicable.
- (b) In consideration of this Licence, the Licensee must pay the Licence Fee to the Licensors annually in advance with the first payment to be made on the Commencement Date and each subsequent payment to be made on each anniversary of the Commencement Date.
- (c) The Licensors will adjust the Licence Fee every three years during the Term commencing on the third anniversary of the Commencement Date (**fee adjustment date**) and every three years thereafter. The adjusted Licence Fee will be the amount recommended by a Valuer for the three years from the effective fee adjustment date until the next fee adjustment date taking into account any matters the Valuer considered reasonable.
- (d) The Licensors may adjust the Licence Fee at any time prior to or following a fee adjustment date and the new Licence Fee resulting from an adjustment is taken to apply from the relevant effective fee adjustment date.
- (e) Notwithstanding anything else in this clause 3.2, the new Licence Fee arising from any fee adjustment cannot be fixed at an amount that is less than that for the previous period.

4 Conditions of Licence

4.1 Conditions

This Licence is granted subject to the conditions that the Licensee must:

- (a) pay the Licence Fee as required under this Licence;
- (b) pay all land tax (on a single holding basis), rates, water, sewerage, and other charges levied against the Licensed Area and payable by an owner. For the avoidance of doubt, the Licensee acknowledges that if any such charges are demanded directly of the Licensee then the Licensee must pay that amount punctually to the Government Body or if demanded of the Licensor then the Licensee must pay to the Licensor on demand a fair proportion (as assessed by the Licensor) of those charges;
- (c) pay the costs of delivery of all services used by the Licensee at the Licensed Area including electricity, telephone, telecommunication service and ad valorem charges for water and sewerage;
- (d) comply with the terms of this Licence, including the Special terms and conditions;
- (e) comply with the Licensor's directions about use of the Licensed Area;
- (f) comply punctually with all notices received from the Licensor or any Government Body concerning:
 - (i) the Licensed Area;
 - (ii) the Permitted Use;
 - (iii) any Contamination of the Licensed Area, land, or waters adjacent to the Licensed Area (if any); and
 - (iv) any remediation of the Licensed Area, land or waters adjacent to the Licensed Area (if any);
- (g) punctually comply with:
 - (i) all notices received from the Licensor or the Licensor's duly authorised agents relating to the Licensee's obligations under this Licence;
 - (ii) all notices received from any Government Body with respect to the Licensed Area or Permitted Use or both;
 - (iii) all Laws, Approvals and other requirements of a Government Body that affect the Licensed Area or Permitted Use or both in any way; and
 - (iv) any management plans that are approved under the Act at any time that in any way affect the Licensed Area;
- (h) obtain, keep current and comply with, for the Term all necessary Approvals as may be required from time to time by all Laws or any Government Body or both, for or in respect of the Permitted Use and occupation of the Licensed Area (including for the avoidance of doubt all necessary Approvals and permits as may be required under the *Land Use Planning and Approvals Act 1993* (Tas) in respect of any works undertaken by the Licensee in accordance with this Licence);
- (i) give immediate written notice to the Licensor of:

- (i) receipt of any notice referred to in clauses 4.1(f) and 4.1(g) (unless such notice was provided through the Licensor); and
 - (ii) any damage or defect in the Licensed Area caused or arising as a result of exercising any of the rights conferred under this Licence;
- (j) ensure that the right of the general public to access any adjoining Crown land is not hindered or prevented by the Licensee's use of the Licensed Area;
- (k) use the Licensed Area solely for the Permitted Use;
- (l) not do anything in relation to or on the Licensed Area that in the Licensor's opinion, will or may result, in Contamination of the Licensed Area, land or waters adjacent to the Licensed Area (if any);
- (m) remove any Contamination from the Licensed Area, land or waters adjacent to the Licensed Area and make good any Contamination of the Licensed Area, land or waters adjacent to the Licensed Area (if any);
- (n) cease exercising the rights conferred under this Licence immediately, as the Licensor directs, in an emergency;
- (o) except as may be incidental to the Permitted Use, or provided of in the Special terms and conditions, not, on the Licensed Area:
 - (i) sell or hire out, offer or expose for sale or hiring out, or have in the Licensee's possession for selling or hiring out, any article, material or other thing; or
 - (ii) provide, offer to provide or hold the Licensee out as willing to provide, any service or facility for any monetary or other consideration;
- (p) except as may be:
 - (i) incidental to the Permitted Use; or
 - (ii) provided for in the terms and conditions,

not remove any living or dead native vegetation, or disturb ground soil, on the Licensed Area without the Licensor's prior written approval;
- (q) not light a fire on the Licensed Area without the Licensor's prior written approval;
- (r) keep and leave the Licensed Area, the Improvements and all other buildings, structures, facilities, plant, equipment and services or other improvements on the Licensed Area:
 - (i) in good repair and condition (which includes restoration of the surface of the Licensed Area);
 - (ii) free from vermin, noxious weeds and fire hazards;
 - (iii) in a safe state and condition for everyone who enters the Licensed Area or uses the Improvements and the facilities on the Licensed Area or both; and
 - (iv) maintained, installed and repaired, including with respect to all structural matters, in accordance with all Laws, Approvals and other requirements of

any Government Body, good industry practice and any directions given by the Licensor;

it being acknowledged by the parties that the Licensee is responsible for maintenance and repair of the Improvements and all buildings, structures, facilities, plant, equipment and services or other improvements on the Licensed Area including in respect to all structural matters and all costs associated therewith during the Term;

(s) not:

- (i) erect any building or structure; or
- (ii) alter the Improvements or any building or structure;

on the Licensed Area without obtaining all responsible Government Body's consent and also the Licensor's prior written consent. When seeking the Licensor's consent the Licensee must provide detailed plans of the proposed works, including a development plan and construction management plan, wholly to the satisfaction of the Licensor. The parties acknowledge that the Licensee may during the Term remove any or all of the Licensee's buildings, structures, facilities, fixtures, fittings, plant and equipment or other improvements on the Licensed Area with the Licensor's prior written consent provided that the Licensee makes good all damage caused as a result of such removal;

- (t) not assign, sub-licence, share, transfer, grant any mortgage, charge or other security interests in or otherwise deal with all or any part of the Licensee's rights benefits or obligations under this Licence without the Licensor's prior written consent (it being acknowledged that should the Licensee wish to assign or transfer this Licence the Licensee must comply with the Act);
- (u) not do, or permit to be done, in relation to the Licensed Area or while exercising the rights conferred under this Licence, anything that, in the Licensor's opinion, is or may become, a nuisance or annoyance to an occupier of an adjoining property, it being acknowledged that the reasonable use of the Licensed Area for the Permitted Use in accordance with the terms of this Licence will not be a breach of this clause;
- (v) not permit any activity on the Licensed Area that is not authorised under this Licence without obtaining the Licensor's prior written consent;
- (w) not use or permit to be used or stored on the Licensed Area any radioactive toxic or hazardous chemicals, wastes or substances unless required under this Licence and then only in concentrations and quantities:
 - (i) permitted by the relevant Government Body;
 - (ii) required by all Laws and Approvals; and
 - (iii) in accordance with any conditions imposed by the relevant Government Body;
- (x) not permit any petroleum product, oil, grease or any noxious dangerous or poisonous chemical or substance to be discharged through the pipes of the water or sewerage service on the Licensed Area or into any nearby stream or river or into or under the soil and to discharge them only as:
 - (i) permitted by the relevant Government Body;

- (ii) required by all Laws and Approvals; and
- (iii) in accordance with any conditions imposed by the relevant Government Body;
- (y) control and restrict the emission of smoke, dust or odours from the Licensed Area in accordance with the applicable Laws and the requirements of the relevant Government Body; and
- (z) comply with all demands notices and requirements of the Licensor and any relevant Government Body in respect of contamination of the Licensed Area caused by the Licensee or by occupiers of the Licensed Area (which may include the requirement for the carrying out all necessary rehabilitation works to the Licensed Area in accordance with the requirements of and to the satisfaction of the Licensor and any relevant Government Body at the Licensee's cost).

4.2 Determination of Licence

On the expiration or sooner determination of this Licence the Licensee must cease to exercise the rights conferred under this Licence and leave the Licensed Area in a condition consistent with the Licensee's obligations under this Licence, it being acknowledged by the parties that immediately before the expiration or sooner determination of this Licence the Licensee must:

- (a) remove all the Licensee's personal property from the Licensed Area;
- (b) remove all of the Licensee's buildings, structures, facilities, plant and equipment or other improvements from the Licensed Area unless otherwise notified in writing by the Licensor;
- (c) leave the Improvements in situ unless otherwise notified in writing by the Licensor; and
- (d) make good all damage caused by removal in accordance with clauses 4.2(a) and 4.2(b) to the Licensor's satisfaction.

4.3 Things remaining on the Licensed Area

Subject to clause 4.2, the Licensee acknowledges that any of the Improvements or any of the Licensee's personal property, buildings, structures, facilities, plant and equipment or other improvements remaining on the Licensed Area after the expiration or sooner determination of this Licence without the Licensor's consent may at the Licensor's discretion either:

- (a) become the property of the Licensor without compensation to the Licensee (unless compensation is required to be paid under the Act); or
- (b) be removed from the Licensed Area at the Licensee's cost and disposed of by the Licensor without reference or liability to the Licensee with all damage to the Licensed Area caused by such removal to be made good at the Licensee's expense.

4.4 Notice to repair

Upon receipt of notice from the Licensor or any Government Body having jurisdiction, the Licensee must repair, remedy or otherwise make good all damage to the Licensed Area caused during the Term and any other defects and lack of repair that are the Licensee's responsibility under this Licence. If the Licensee fails to comply with such a notice given under this sub-clause, then the Licensor, or the Licensor's agents, may, but are not bound to, undertake the required repairs.

4.5 Licensor may recover costs

The Licensee must pay to the Licensor, on demand:

- (a) all money the Licensor expends to undertake work that is the Licensee's responsibility under this Licence; and
- (b) all reasonable costs the Licensor incurs in doing so.

5 Licensor's acknowledgements

5.1 Use of Licensed Area

Subject to the Act, the Licensor acknowledges that provided the Licensee pays the Licence Fee and observes and performs all of the Licensee's obligations contained in this Licence the Licensor will permit the Licensee to have the non-exclusive use of the Licensed Area as set out in this Licence.

5.2 Licensor not responsible

The Licensor is not responsible:

- (a) to identify or locate the boundaries of the Licensed Area;
- (b) to construct, maintain or repair any gate, road, track, drain or bridge on the Licensed Area, or used to gain access to the Licensed Area; or
- (c) for any erosion mitigation or other works associated with the Licensed Area or with the protection or maintenance of the Licensee's personal property, buildings, structures, facilities, plant, equipment and services or other improvements.

6 Licensee's indemnities and waiver

6.1 Licensee indemnifies Licensor for risk

The Licensee indemnifies the Licensor against all present and future legal liability, claims or proceedings for:

- (a) personal injury to, or death of, any person;
- (b) either or both loss of, or damage to, property of any person; and
- (c) financial loss of any person,

arising from, or attributable to, the Licensee's presence on, or use of, the Licensed Area.

6.2 Licensee indemnifies Licensor against loss and damage

The Licensee indemnifies the Licensor against all loss and damage to the Licensed Area and all property on it arising from or attributable to the Licensee's occupation or use of the Licensed Area.

6.3 Licensee's risk

The Licensee agrees to use and occupy the Licensed Area throughout the Term at the Licensee's risk as regards to loss or damage to the Licensee and the Licensee's property.

6.4 Licensee indemnifies Licensors against Contamination

The Licensee releases and discharges the Licensors from and agrees to indemnify the Licensors against all actions, suits, causes of action, claims and demands that the Licensee has at any time against the Licensors arising from or attributable to any Contamination including any existing or future Contamination or the rehabilitation of the Licensed Area and, if any, the surrounding area of land and or water or for or in respect of anything incidental to any of those issues.

6.5 Waiver of rights of recovery from the Licensors

The Licensee waives all present and future rights to claim against the Licensors for:

- (a) personal injury to, or death of, the Licensee;
- (b) either or both loss of, or damage to, the Licensee's property; and
- (c) financial loss to the Licensee,

arising from, or attributable to, the Licensee's presence on, or use of the Licensed Area.

6.6 Nature of indemnities and waiver

The indemnities and waiver in this clause 6:

- (a) are continuing obligations of the Licensee, separate and independent from any other obligations; and
- (b) survive the expiration or sooner termination of this Licence; but
- (c) do not extend to liability caused by the Licensors's wrongful (including negligent) act or omission.

7 Insurance

7.1 Licensee to insure

The Licensee must take out and keep current throughout the Term, and for as long as the Licensee uses the Licensed Area, contracts of insurance with a reputable insurer lawfully carrying on insurance business in Australia, indemnifying:

- (a) the Licensors's and the Licensee's liability for:
 - (i) personal injury to, or death of, any person; and
 - (ii) either or both loss of, or damage to, property of any person,for not less than the Insured Amount for each individual claim or series of claims arising out of a single occurrence, or for such other amount as the Licensors reasonably determines;
- (b) a comprehensive insurance policy:
 - (i) for the full insurable and replacement value of the Improvements and any building, structure, fixture, fittings, plant and equipment and personal property on the Licensed Area;
 - (ii) against loss or damage by fire storm tempest earthquake lightning explosion burglary and other risks usually covered under a comprehensive insurance policy for fire and related risks; and

- (c) any other risks that the Licenser reasonably requires the Licensee to insure against, for the amount stipulated by the Licenser, to the extent that the claim for indemnity is not caused by the Licenser's wrongful (including negligent) act or omission.

The liability to be insured against under clause 7.1(a) is liability arising from, or attributable to, the Licensee's use or occupation of the Licensed Area to the extent that the injury, death, damage or loss is caused by a wrongful (including negligent) act or omission of the Licensee or the Licensee's employees, authorised contractors, sub-contractors, agents, Licensees and invitees and any other person claiming through or under the Licensee.

7.2 Crown to be insured

Insurance taken out under:

- (a) clause 7.1(a) and
- (b) clause 7.1(c), if the Licenser requires this clause to apply to it,

must cover "the Crown in Right of Tasmania" as principal under the insurance contract but only to the extent required under this Licence.

7.3 Licensee to notify Licenser

The Licensee must notify the Licenser in writing as soon as practicable:

- (a) if an insurance contract taken out under clause 7.1 lapses or is cancelled or is materially altered; or
- (b) if the Licensee claims, or becomes entitled to claim, under such an insurance contract for something arising from, or attributable to, the Licensee's possession of the Licensed Area.

7.4 Evidence of insurance

The Licensee must give the Licenser evidence of:

- (a) the terms of; and
 - (b) payment of the premium for,
- each insurance contract taken out under clause 7.1:
- (c) before the Licensee exercises rights under this Licence; and
 - (d) before each due date for renewal of each such insurance contract.

7.5 Licenser may insure

If the Licensee fails to take out or renew each insurance contract required to be taken out under clause 7.1, then without being obliged to do so, the Licenser may:

- (a) take out or renew each such insurance contract that the Licensee has not taken out or renewed; and
- (b) pay any unpaid premium.

7.6 Licensee not to prejudice insurance

The Licensee must not do anything that may result in insurance under clause 7.1 or any part of it becoming invalid or unenforceable.

7.7 Licensor may waive obligation to insure

The Licensor may at the Licensor's discretion waive the Licensee's obligation to insure under this clause 7.1 if provided for in the Special terms and conditions in Item 14.

8 Termination of Licence

8.1 Licensor's right to terminate

Where:

- (a) any money (including Licence Fee) payable by the Licensee under this Licence remains unpaid for a period exceeding one month after it has become due and the money (and interest if relevant) remains unpaid at the end of the period specified in a notice served on the Licensee by the Licensor:
 - (i) requesting the Licensee to pay the outstanding amount within the period specified in the notice; and
 - (ii) advising the Licensee that the Licence may be cancelled if the outstanding amount and interest thereon at the Interest Rate is not paid within the period so specified; or
- (b) the Licensor considers that the Licensee has committed a breach of any term of the Licence and upon notice served on the Licensee by the Licensor specifying the breach and requiring the Licensee to satisfy the Licensor within the period specified in the notice that the Licensee has not committed the breach the Licensee fails to so satisfy the Licensor (or if required by the said notice that the Licensee has rectified or commenced action to rectify the breach); or
- (c) the Licensee fails to comply with an essential term of this Licence; or
- (d) the Licensee repudiates this Licence; or
- (e) the Licensee fails to comply with the provisions of any Approvals, Laws or any Government Body; or
- (f) the Licensee becomes Insolvent; or
- (g) the Licensee ceases or threatens to cease to use the Licensed Area for the Permitted Use; or
- (h) the Licensee is convicted of an offence in relation to the Permitted Use or if the business or activity conducted on the Licensed Area is closed down by a Government Body; or
- (i) distress or execution is levied, or issued, against the Licensee's property and not paid out within 10 Business Days,

then the Licensor may either:

- (j) give five Business Days written notice to the Licensee that this Licence is cancelled, and this Licence automatically terminates when such notice expires; or
- (k) proceed by appropriate court action to enforce performance by the Licensee of the applicable terms of this Licence or to recover damages for their breach.

8.2 Antecedent breach

A termination or cancellation of this Licence under clause 8 is without prejudice to the Licensor's rights or remedies for arrears of the Licence Fee, for any other moneys owing or for any other antecedent breach of this Licence.

8.3 No compensation payable on termination

Except as may be required for under the Act, no compensation is payable to the Licensee upon cancellation or termination of this Licence and the Licensee indemnifies and agrees to keep indemnified the Licensor against any such claim or demand.

9 Holding over

If the Licensee, with the Licensor's consent, continues to use the Licensed Area after the Term expires, then the Licensee will use the Licensed Area:

- (a) as a licensee on a three monthly licence;
- (b) at the Licence Fee that is payable immediately prior to the expiration of this Licence and adjusted in accordance with clause 3.2(c) (for the avoidance of doubt clause 3.2(c) will apply regardless of whether or not clause 3.2(c) applies in the Information Table) on a three monthly basis or any other Licence Fee which is agreed by the parties from time to time;
- (c) with the Licence Fee to be paid in advance;
- (d) on the terms and conditions of this Licence so far as they are applicable to a three monthly licence.

Such licence may be determined by either party giving to the other not less than three months written notice expiring at any time.

10 Interest

If any moneys owing by the Licensee to the Licensor under this Licence are not paid on the due date for payment then the amount attracts and bears interest from the due date for payment until the date of actual payment at the Interest Rate.

11 Licensee's risk

If the Licensee is required to do anything or cause anything to be done under this Licence, then the doing of that act, matter or thing is at the Licensee's sole risk and expense unless otherwise expressly provided.

12 No representation or warranty

12.1 No representation about suitability

The Licensor does not represent or warrant:

- (a) that the Licensed Area is suitable to be used for the Permitted Use or for any business or other activity undertaken on the Licensed Area;

- (b) that the fittings, accessories or services available on the Licensed Area are suitable to be used for the Permitted Use or for any business or other activity undertaken on the Licensed Area; or
- (c) that the Licensed Area may lawfully be used for the Permitted Use or for any business or other activity undertaken on the Licensed Area.

12.2 No representation about zoning

Without affecting the generality of clause 12.1 the Licensor does not represent or warrant that the zoning of the Licensed Area will permit it to be used for the Permitted Use whether with the approval or permission of the relevant planning authority or otherwise. It is the Licensee's responsibility to enquire about zoning and the Licensee warrants that before executing this Licence the Licensee has done so to the Licensee's own satisfaction.

13 Guarantee and Indemnity

13.1 Application

This clause 13 applies if the Guarantor in Item 1 states that this clause is applicable. For the avoidance of doubt, this clause 13 is not applicable if the Guarantor in Item 1 states that clause 13 is not applicable.

13.2 Consideration for Guarantee

In consideration of the Licensor agreeing to grant this Licence to the Licensee, at the Guarantor's request, the Guarantor enters into this guarantee and indemnity (called **Guarantee**) in favour of the Licensor on the terms contained in this clause 13.

13.3 Guarantee and indemnity

The Guarantor:

- (a) guarantees the payment of Licence Fee and the Licensee's compliance with all of the Licensee's obligations arising under this Licence; and
- (b) indemnifies the Licensor against all damages, losses, costs and expenses (including legal costs and disbursements on a solicitor and own client basis) incurred by the Licensor because of the Licensee's default under this Licence.

The Guarantor's obligations continue throughout the Term, and while the Licensee, its successors or assignees of this Licence, hold over as periodical tenant after the Term expires.

13.4 Period of Guarantee

This Guarantee covers the whole period while the Licensee occupies, or is entitled to occupy, the Licensed Area as the licensee, or while holding an equitable interest over the Licensed Area under an agreement for licence or as a periodical licensee.

13.5 Extent of Guarantee

This Guarantee extends to claims by the Licensor:

- (a) for damages for breaches of licence covenants;
- (b) for breaches of an essential term of this Licence;
- (c) for repudiation of this Licence;

- (d) for the Licensor's loss or damage if the Licensee abandons or vacates the Licensed Area;
- (e) if the Licensor elects to re-enter or to terminate this Licence;
- (f) for the Licensor's reasonable legal and other expenses of seeking to enforce the Licensee's obligations against the Licensee and the Guarantor, recovering possession and terminating this Licence;
- (g) for loss or damage consequent on disclaimer of this Licence on the Licensee's Insolvency, as if this Licence had not been disclaimed.

13.6 Guarantee in favour of owner

This Guarantee is in favour of the Licensor and the Licensor's successors and assigns being the owner of the Licensed Area from time to time during the continuance of this Guarantee.

13.7 Guarantee is joint and several

When there is more than one Guarantor under this Licence:

- (a) the term **Guarantor** in this clause 13 refers to each of the Guarantors and to all of them;
- (b) their obligations as Guarantor are joint and several;
- (c) the Licensor may enforce this Guarantee against all or any of them;
- (d) any notice or demand may be served on all of them, by serving any one of them;
- (e) this Guarantee remains binding on the other Guarantors, even if:
 - (i) a Guarantor fails to execute this Licence;
 - (ii) this Guarantee is not binding on a Guarantor;
 - (iii) the Licensor releases a Guarantor from liability under this Guarantee.

13.8 Guarantee not discharged

This Guarantee is not discharged, and the Licensor's rights against each Guarantor are not affected, by any of the following:

- (a) if the Licensor grants any indulgence or extension of time to the Licensee or to another Guarantor or other Guarantors;
- (b) if the Licensor neglects or fails to enforce licence covenants against the Licensee;
- (c) if the Licensor waives any breaches or defaults under this Licence, except to the extent of the specific breach to which the waiver applies;
- (d) if the Licensor totally or partially releases the liability of the Licensee, or of another Guarantor or other Guarantors;
- (e) if the Licensor and the Licensee, or any other person, enters into any arrangement, composition or compromise relating to this Licence, except to the extent of the arrangement, composition or compromise;
- (f) if the Licensor and the Licensee vary any provision of this Licence without the Guarantor's consent, but only if the variation is minor and not prejudicial to the Guarantor;

- (g) the death, bankruptcy or winding up of the Licensee or a Guarantor;
- (h) if the Licensee's liability under this Licence, or this Licence is or becomes invalid, illegal, or unenforceable, including through any act, omission or legislation;
- (i) if the Licensor disclaims this Licence following the Licensee's insolvency.

14 Special terms and conditions

- (a) The Special terms and conditions form part of this Licence.
- (b) If there is any inconsistency between the Special terms and conditions and another provision of this Licence, the Special terms and conditions override the other provision to the extent of the inconsistency.
- (c) A Special term and condition is taken not to be inconsistent with another provision of this Licence if the Special term or condition and the other provision of this Licence are both capable of being complied with.
- (d) To avoid doubt and without limiting the operation of clause 18.17, any Right contained in a Special term and condition is in addition to any other Rights provided for in this Licence or at Law.

15 GST

- (a) Unless otherwise stated in this Licence, all amounts payable by one party to another party are exclusive of GST.
- (b) If GST is imposed or payable on any supply made by a party under this Licence, the recipient of the supply must pay to the supplier, in addition to the GST exclusive consideration for that supply, an additional amount equal to the GST exclusive consideration multiplied by the prevailing GST rate. The additional amount is payable at the same time and in the same manner as the consideration for the supply.
- (c) A party that makes a taxable supply under this Licence must provide a valid tax invoice to the recipient of the supply.
- (d) A party's right to payment under clause 15(b) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.
- (e) If the consideration for a supply under this Licence is a payment or reimbursement for, or contribution to, any expense or liability incurred by the supplier to a third party, the amount to be paid, reimbursed or contributed in respect of the expense or liability will be the amount of the expense or liability net of any input tax credit to which the supplier is entitled in respect of the expense or liability.
- (f) Where any amount payable under this Licence is paid by being set-off against another amount, each amount must be calculated in accordance with this clause 15 as if it were an actual payment made pursuant to this Licence.

- (g) Unless the context otherwise requires, expressions used in this clause 15 that are defined in the GST Laws have the meanings given to those expressions in the GST Laws.

16 Dispute resolution

16.1 Application

This clause 16 does not apply to any dispute or difference between the parties concerning the exercise by any party of any Right under legislation.

16.2 Negotiation

If a party gives written notice to each other party of a dispute or difference concerning this Licence, the parties must undertake negotiations with a view to resolving the dispute or difference.

16.3 Status of negotiations

- (a) Unless otherwise agreed in writing by the parties and subject to applicable Laws, other than the fact of occurrence, all aspects of negotiations for the purpose of clause 16.2 will be without prejudice and treated as confidential including:
 - (b) any settlement proposal made to, or considered by, a party;
 - (i) the willingness of a party to consider a settlement proposal;
 - (ii) any statement made by, or on behalf of, a party during the negotiations; and
 - (iii) any document prepared for the purposes of the negotiations.
- (c) Nothing in clause 16.3(a):
 - (i) prevents a party from enforcing any signed settlement agreement made by the parties in relation to the dispute or difference;
 - (ii) prevents an agent or instrumentality of the Crown (that is a separate legal entity) from disclosing any matter to the Crown; or
 - (iii) prevents a Minister of the Crown from making a statement to Parliament or exercising any Right.

16.4 Further action

If, after 10 Business Days following receipt by a party of a notice under clause 16.2, the parties are unable to resolve the dispute or difference by negotiation, a party may take any lawful action as that party sees fit (including commencing legal proceedings) in relation to the dispute or difference.

16.5 Continuation of performance

Despite the existence of any dispute or difference, unless this Licence has been terminated, each party must continue to perform its obligations in accordance with this Licence.

16.6 Injunctive and other discretionary relief

Nothing in this clause 16 prevents a party from commencing legal proceedings to seek an injunction (whether interim or permanent), a writ of specific performance, declaratory relief, or any urgent or other interlocutory relief.

17 Notices

17.1 Notice requirements

- (a) A notice, certificate, consent, application, waiver or other communication (each a **Notice**) under this Licence must be:
 - (i) in legible writing in the English language;
 - (ii) subject to clauses 17.1(b) and 17.1(c), signed by or on behalf of the sender or by a lawyer for the sender;
 - (iii) marked for the attention of the person or position (if any) specified in the Details applicable to the intended recipient of the Notice or, if the intended recipient has notified otherwise, marked for attention in the way last notified; and
 - (iv) left or sent in accordance with clause 17.2.
- (b) A printed or copy signature is sufficient for the purposes of sending any Notice by facsimile.
- (c) A Notice sent by email is taken to have been signed by the sender.
- (d) A Notice must not be given orally.

17.2 Method and address for delivery

- (a) Subject to clause 17.2(b), a Notice must be:
 - (i) left at the intended recipient's address set out in the Details;
 - (ii) sent by prepaid ordinary mail (or prepaid airmail, if from one country to another country) to the intended recipient's address set out in the Details;
 - (iii) sent by facsimile to the intended recipient's facsimile number (if any) set out in the Details; or
 - (iv) sent by email to the intended recipient's email address (if any) set out in the Details.
- (b) If the intended recipient of a Notice has notified the sender of another address, facsimile number or email address for the purposes of receiving Notices, then subsequent Notices to that intended recipient must be left at or sent to the address, facsimile number or email address (as applicable) last notified by that intended recipient.

17.3 Time of receipt

- (a) Subject to clause 17.3(b), a Notice is taken to have been received by the intended recipient:
 - (i) if left at the intended recipient's address, at the time of delivery;

- (ii) if sent by prepaid ordinary mail, on the fifth Business Day after the day of posting, or if sent by prepaid airmail from one country to another country, on the tenth Business Day after the day of posting;
 - (iii) if sent by facsimile, at the time shown in the transmission report as the time when the whole Notice was sent; and
 - (iv) if sent by email, four hours after the time the email was sent (as recorded by the device from which the email was sent) provided that the sender has not received an automated message that the email has not been delivered.
- (b) If a Notice is received by a recipient on a day that is not a Business Day or after 4.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.
 - (c) A Notice is effective from the time it is taken to have been received in accordance with clauses 17.3(a) and 17.3(b) (unless a later time is specified in the Notice, in which case the notice takes effect from that time).

17.4 Other modes or places of service

Nothing in this Licence limits or excludes any other mode or place of service required by an applicable Law.

18 Miscellaneous

18.1 Governing law

This Licence is governed by the Laws applying in Tasmania.

18.2 Dispute jurisdiction

The parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Tasmania, and any courts that may hear appeals from those courts, in respect of any proceedings in connection with this Licence.

18.3 Entire agreements clause

This Licence forms the entire agreement of the parties in respect of its subject matter. The only enforceable obligations of the parties in relation to the subject matter of this Licence are those that arise out of the provisions contained in this Licence. All prior agreements in relation to the subject matter of this Licence are merged in and superseded by this Licence unless expressly incorporated in this Licence as an annexure, an appendix, an attachment or by reference.

18.4 Liability

An obligation of, or a representation, a warranty or an indemnity by, two or more parties (including where two or more persons are included in the same defined term) under or in respect of this Licence, binds them jointly and each of them severally.

18.5 Benefit

An obligation, a representation, a warranty or an indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and each of them severally.

18.6 Compliance with obligations

- (a) A party must ensure that its officers, employees, volunteers, authorised contractors, agents and advisers involved in the performance by that party of its obligations under this Licence:
 - (i) comply with the provisions of this Licence related to that performance; and
 - (ii) do not conduct themselves in a way that would result in the party being in breach of this Licence or that, if the conduct was undertaken by the party, would result in the party being in breach of this Licence.
- (b) If a party is prohibited from doing anything under this Licence, that party must not knowingly assist, authorise or allow any other person to do that thing.

18.7 Severance

If a provision of this Licence is or at any time becomes illegal, prohibited, void or unenforceable for any reason, that provision is severed from this Licence and the remaining provisions of this Licence:

- (a) continue to be enforceable; and
- (b) are to be construed with such additions, deletions and modifications of language as are necessary to give effect to the remaining provisions of this Licence.

18.8 Counterparts

- (a) This Licence may be entered into in any number of counterparts.
- (b) A party may execute this Licence by signing any counterpart.
- (c) All counterparts, taken together, constitute one instrument.
- (d) This Licence is not to take effect against a party until it has been signed by all parties and delivered, unless it is a deed poll or is intended to take effect immediately when delivered by one or more parties.

18.9 Execution of Licence

If this Licence is not executed prior to or on the Commencement Date and the Licensee uses the Licensed Area from the Commencement Date, then the parties will, from the Commencement Date until this Licence is executed, be in all respects bound by the terms contained in this Licence as if this Licence had been duly and fully completed and executed by the Licensors and the Licensee prior to or on the Commencement Date.

18.10 Further assurance

The parties agree to do or cause to be done all such acts, matters and things (including, as applicable, passing resolutions and executing documents) as are necessary or reasonably required to give full force and effect to this Licence.

18.11 Business Days

If the day on or by which an act, matter or thing is to be done under this Licence is not a Business Day, that act, matter or thing must be done by no later than the next Business Day.

18.12 No partnership or agency

Unless stated to the contrary in this Licence:

- (a) nothing contained or implied in this Licence will:
 - (i) constitute, or be taken to constitute, a party to be the partner, agent or legal representative of another party for any purpose;
 - (ii) create, or be taken to create, a partnership or joint venture; or
 - (iii) create, or be taken to create, an agency or trust; and
- (b) a party must not represent or hold itself out to be a partner, joint venturer, agent or representative of another party.

18.13 Legal costs

The Licensee must pay to the Licensor, on demand, all the Licensor's costs, on a full indemnity basis of and incidental to:

- (a) the preparation, execution, and completion of:
 - (i) this Licence;
 - (ii) any extension of this Licence;
 - (iii) any arrangement for continuing the Permitted Use after the expiry of the Term or an extension of the Term;
- (b) any consent, approval, waiver or amendment made under or to this Licence;
- (c) any valuation costs incurred by the Licensor;
- (d) any survey work undertaken by the Licensor in respect of defining the Licensed Area for the purposes of this Licence;
- (e) any assignment or sub-licensing made under this Licence;
- (f) any surrender or termination of this Licence otherwise than by effluxion of time; and
- (g) the actual or contemplated enforcement or exercise of any rights or powers of the Licensor following a default or breach of any covenant of this Licence.

18.14 Amendment

This Licence may only be amended or supplemented in writing signed by the parties.

18.15 Waiver

- (a) A failure or delay in exercising a Right does not operate as a waiver of that Right.
- (b) A single or partial exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right.
- (c) A Right may only be waived in writing, signed by the party to be bound by the waiver. Unless expressly stated otherwise, a waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

18.16 Successors and assigns

This Licence is binding on and benefits each party and, unless repugnant to the sense or context, their respective administrators, personal representatives, successors and permitted assigns.

18.17 Rights cumulative

Each Right provided for in this Licence:

- (a) operates independently of any other Right provided for in this Licence; and
- (b) is cumulative with, and does not exclude or limit, any other Right, whether at Law or pursuant to any other agreement, deed or document.

18.18 Set-off

The Licensor may set-off against any moneys payable by the Licensor to the Licensee under this Licence any debt or other moneys from time to time due and owing by the Licensee to the Licensor. This right of set-off does not limit or affect any other right of set-off available to the Licensor.

18.19 Disclosure

- (a) Despite any confidentiality or intellectual property right subsisting in this Licence, a party may publish all or any part of this Licence without reference to another party.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

18.20 Consent and approvals

- (a) This clause applies to any consent or approval which a party must obtain from another party in accordance with this Licence. For the avoidance of doubt, this clause does not apply to any consent or approval to be given under any legislation.
- (b) A request for consent or approval must be made in writing.
- (c) A consent or approval for the purposes of this Licence is not effective unless given in writing.
- (d) Except as otherwise stated, a party whose consent or approval is required must not unreasonably withhold or delay that consent or approval.
- (e) A consent or approval may be given subject to reasonable conditions.
- (f) A party receiving a consent or approval must comply with any conditions subject to which the consent or approval is given. To the extent that the party receiving the consent or approval fails to comply with the condition, that failure is taken to be a breach of this Licence.

18.21 Doctrine of merger

The doctrine or principle of merger does not apply to this Licence or to anything done under or in connection with this Licence. Accordingly, no Right or obligation of a party is merged in any thing done pursuant to this Licence.

18.22 Minister or State of Tasmania expressed to be party

- (a) If a Minister of the Crown (acting in that capacity) is expressed to be a party to this Licence, then unless an applicable Law provides otherwise:
 - (i) the Minister enters into this Licence on behalf of the Crown;
 - (ii) the Rights, obligations and liabilities expressed to be those of the Minister are Rights, obligations and liabilities of the Crown; and

- (iii) each reference in this Licence to the Minister will be taken to include a reference to the Crown.
- (b) For the avoidance of doubt, if the State of Tasmania is expressed to be a party to this Licence, the Rights, obligations and liabilities of the State of Tasmania are Rights, obligations and liabilities of the Crown.

18.23 No interference with executive duties or powers

Nothing in this Licence is intended to prevent, is to be taken to prevent, or prevents, the free exercise by the Governor, by any member of the Executive Council, or by any Minister of the Crown, of any duties or authorities of his or her office. Any provision of this Licence that is inconsistent with this clause is of no legal effect to the extent of the inconsistency.

18.24 Surviving provisions and termination

- (a) The termination of this Licence does not affect or limit the operation or effect of clauses or parts of this Licence:
 - (i) that are expressed to survive the termination of this Licence;
 - (ii) that, at Law, survive the termination of this Licence; or
 - (iii) that are necessary to survive the termination of this Licence:
 - (A) to give full force and effect to the parties' respective Rights, obligations and liabilities on or after the termination of this Licence;
 - (B) to enable a party to make, enforce or defend any claims related to this Licence; or
 - (C) to give full force and effect to the operation of clause 18.24(b) or clause 18.24(c).
- (b) The termination of this Licence does not affect any claims related to, or any Rights, releases, obligations or liabilities accrued or incurred under, this Licence before the date on which this Licence is terminated.
- (c) Nothing in this clause 18.24 affects or limits the operation of another provision of this Licence which gives a party Rights, or imposes obligations on a party, on or after the termination of this Licence.

Executed as a deed

Signing

Signing by Licenser

Signed as a deed for **The Crown in Right of Tasmania** (acting through the Minister administering the *Crown Lands Act 1976* (Tas)) by the person named below in the presence of the witness named below:

Signature: →		
*Print name:		Witness' signature: →
*Position and Position Number:		*Witness print name and position:
Please complete:	<div>Acting pursuant to an Instrument of dated</div>	
*Use BLOCK LETTERS		*Witness print address:

Signing by Licensee

The common seal of **Dolphin Sands Community Association** was hereunto affixed by authority of its committee in the presence of:

Common seal:
→

Signature:
→

Signature:
→

*Print
name and
office
held:


*Print
name and
office
held:


***Use BLOCK LETTERS**
Note: If the Association has adopted the 'Model Rules', the common seal must be affixed in the presence of: two members of its committee; or one member of its committee and the public officer of the Association or any other person the committee has appointed for that purpose.

MAP OF SUBJECT AREA
LOCALITY: CAMBRIA DRIVE, DOLPHIN SANDS



**PLAN IS FOR ILLUSTRATION
PURPOSES ONLY**

 Licence Area

 Locality Point

File No: 23/3277

Area: $\pm 25m^2$

PID: 9666583

Licensee: Dolphin Sands
Community Association

Locality Plan

