

L I C E N C E

Crown Lands Act 1989 – Section 34A

The Minister administering the Crown Lands Act 1989, (hereinafter referred to as the Minister) grants to <XXXholder's name and addressXXX> a Licence pursuant to the provisions of Section 34A of the Crown Lands Act 1989 in respect of the land described hereunder in Parts 1 and 2.

DESCRIPTION OF LANDS

PART 1

Local Govt. Area	XXXXXXXX		
County	XXXXXXXX		
Parish	XXXXXXXX		
Locality	XXXXXXXX		
Status:	Lot	Section	DP
Crown land (as shown in the plan in Schedule 3)	XX	XXX	XXXXX

PART 2

Plan/diagram: Schedule 3	Area: XXXXXX
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TEXT DESCRIPTION: "

EXECUTION

Dated this XX day of XXXX 20XX

THE MINISTER

as delegate of the Minister

name and position

THE HOLDER

In consideration of the grant of this Licence I / We agree to be bound by the terms, conditions and provisions of the Licence.

signature(s) of holder(s)

signature(s) of holder(s)

date

Signed in my presence by the holder(s) who are personally known to me

Signature of witness

date

name of witness (block letters)

address & occupation of witness

The parties acknowledge and agree that the Licence is subject to Schedule 1, Schedule 2, and any additional Schedules or documents referred to in Schedule 1 and the following conditions;

- 1 This Licence is subject to the provisions of the Crown Lands Act 1989.
- 2 You must pay Crown Lands the licence fees specified in Item 2 or Schedule 1 on or prior to the date that this licence commences.
- 3 The Licence remains in force for the period specified in Item 4 of the Schedule 1. The Minister may in his absolute discretion revoke this Licence at any time by serving on You a notice in writing revoking this Licence. You will not be entitled to any compensation costs or damages in respect of the revocation of this Licence.
- 4 You must not interfere with any other person authorised by the Minister to use the licensed area or any part thereof.

- 5 You must not use the land specified in the Description of Lands except for the purpose(s) authorised by this licence as set out in Item 3 of the Schedule 1.
- 6 You shall comply with all the special conditions set out in Schedule 2.
- 7 Any notice provided for in this licence shall be deemed to be validly served on You if;
 - a it is personally served on You or where You are a corporation or association, on an officer of the corporation or association; or
 - b it is sent by prepaid ordinary mail addressed to You at the address shown in Item 1 of Schedule 1.
- 8 You acknowledge and agree that the Minister does not make or give any warranty, promise or covenant to You for quiet enjoyment of the licence area and does not grant You any interest in the land.
- 9 You shall keep the said licensed area and buildings on the licensed area clean and tidy and all papers and other rubbish shall be collected and removed. You shall control noxious weeds. You shall immediately repair and make good, damage occasioned by Your use of the licensed area.
- 10 You shall indemnify and keep indemnified the Minister against all actions, suits, claims, debts, obligations and other liabilities that may arise from the activities of You during the currency of the Licence. You release the Minister from all actions, suits, claims, debts, obligations and other liabilities by You or anyone claiming through You that may arise from the activities of the licensee under the Licence or in relation to the licensed area.
- 11 You shall effect and maintain for the term of this licence a public risk insurance policy (whereby the Minister must be noted on the policy as an interested party) for the amount specified in Item 6 of Schedule 1 for any one claim relating to liability for death or bodily injury or damage to property arising out of Your use and occupation of the licensed area and the matters referred to in clause 10. You shall provide evidence of such insurance whenever requested by any employee of the Department of Primary Industries – Lands.
- 12 You shall maintain all other insurances as may be required by the Workers' Compensation Act or any other Act or Acts of Parliament in regard to the conduct of activities of You on the licensed area.
- 13 You acknowledge and agree that no relationship of landlord and tenant is or is intended to be created between the parties hereto by virtue of this Licence or in any way whatsoever.
- 14 You must comply with the Work Health and Safety Act 2011 (NSW), the Work Health and Safety Regulation 2011 (NSW) and all other requirements of any other legislation or statutory authority in this regard whilst on the licensed area.
- 15 The Minister reserves the right to remove from or refuse entry to the licensed area any person regardless of any arrangements or contract with You.
- 16 All improvements, erections and fixtures ("Improvements") now or hereafter to be erected on the licensed area are acknowledged by You to be absolute property of the Minister, but You shall maintain and repair such Improvements during the period of this licence to the same condition that the Improvements were in on the date that this Licence commenced.
- 17 You shall not sublet, assign or otherwise deal with this Licence or the licensed area.
- 18 Despite anything else in this Licence, this Licence shall terminate in the event that the Minister or a court determines that the licensed area is claimable Crown land under Aboriginal Land Rights Act 1983. You will not be entitled to any compensation, costs or damages in respect of the termination of this Licence by operation of this clause.
- 19 You must comply on time with all laws and requirements of authorities in connection with this Licence, the licensed area, the purposes approved by this Licence and the use or occupation of the licensed area.
- 20 You must not contaminate, pollute or increase toxicity in the licensed area, any building in the licensed area or their environment or do anything in or around the licensed area which may be dangerous or offensive.
- 21 You must ensure that Your employees, agents, contractors and invitees comply with the licensee's obligations under this Licence.
- 22 You must not carry out any works in or on the licensed area without the Minister's written approval (which may be conditioned).
- 23 On the last day of the term of this Licence You must vacate the licensed area, remove all items You have brought onto the licensed area, repair any damage You have done to the licensed area and must leave the licensed area in a clean and tidy condition.

Schedule 1

Item	Column 1 (description of variable particulars)	Column 2 (particulars)
1	Holder's Address for service of notices	XXXXXX
2	Minister's Address for service of notices	Department of Primary Industries – Lands, PO Box 2155, Dangar, NSW, 2309
4	Purpose for which the licensed area may be used	You shall have the use of the area described in Part 1 and Part 2 and as shown by _____ on diagram attached as Schedule 3 for the purpose of (hereinafter called "the licensed area").
5	Licence Period	The Licence period shall be from _____ to _____. The Minister reserves the right to terminate the Licence without prior notice if there is a breach by You of any of the licence conditions.
6	Licence Fee	XXXXXX
7	Insurance – Public Risk	Twenty Million Dollars (\$20,000,000.00)

Schedule 2

Additional Terms and Conditions

***** End of Schedule 2 *****

Endorsed Special Conditions

- The following activities shall not be conducted unless supervised by a person (“Approved Employee”) who is approved by the Minister or a representative of the Minister.
- The Authorised Employee must supervise any activities set out in paragraph at all times and must hold any qualifications required by any authority in relation to the supervision of those activities.

Schedule 3

Diagram

***** End of Schedule 3 *****