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GRAZING LICENCE

Your standard terms and conditions

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INTRODUCTION*

The Department of Industry - Lands (the Department) has ownership, control and management of Crown land and manages this land for the benefit of the people of NSW. Temporary and/or non-exclusive occupation or use of Crown land requires the grant of a Licence issued under the provisions of the *Crown Lands Act 1989*.

The occupation and use of Crown land for grazing under Licence, generally in association with adjoining freehold land ("title associated"), can improve productivity and provide more flexible land management options for the licence holder. There can also be broader community benefits through effective pest and weed management; bushfire fuel load reduction; maintenance of fences and a deterrent against illegal dumping on the Land.

The following terms and conditions along with your Licence execution and schedules 1, 2, 3 and any additional Schedules or documents referred to in Schedule 1, combine to make up your Licence for grazing on Crown land.

Please read the following standard terms and conditions in conjunction with the associated schedules carefully and ensure that you understand your rights and responsibilities as a Licence holder.

Definitions are available at the end of these standard terms and conditions.

* Please note this introduction does not form part of this licence's terms and conditions.

GRANT OF LICENCE

1. GRANT OF LICENCE

- (a) You may use and occupy the Premises but only for the Permitted Use as specified in Item 5 of Schedule 1. You must not use or occupy the Premises or allow the Premises to be used or occupied for any other purpose.
- (b) This Licence does not confer on You any right of exclusive possession of the Premises.
- (c) You shall not interfere with the rights of the public to the use of any roads, streets, lanes or tracks within the premises. You may insist that gates are closed and there is no interference with stock.
- (d) You must not reside or permit any person to reside on the Premises.
- (e) You must not transfer or create any interest in this Licence or sublicense the Premises.
- (f) You must not:
 - (i) carry on or permit any person to carry on any noxious, noisome or offensive activity in the Premises;
 - (ii) do or permit any person to do any act, matter or thing which results in nuisance, damage or disturbance to the Minister or owners or occupiers of adjoining or neighbouring lands or buildings.
- (g) You must acknowledge that the Minister is not liable to provide access to the Premises over other land held by the Minister or any other land.

2. TERMS OF LICENCE

- (a) This Licence commences on the Commencing Date and continues in force until the earlier of: -
 - (i) the Terminating Date; or
 - (ii) the date the Licence is ended in accordance with this clause.
- (b) The Minister in his absolute discretion may end this Licence at any time by Notice to You.
- (c) You may at any time by Notice served on the Minister, request that this Licence be revoked. If the Minister is satisfied that You have complied with the terms and conditions of this Licence and the Crown Lands Act 1989, the Minister will end this Licence by Notice to You.

3. LICENCE A HOLDING FOR THE PURPOSES OF THE *CROWN LANDS ACT 1989* (CLA)

This Licence is a “holding” for the purposes of the CLA and You are a “holder” under the CLA. The provisions of the CLA relating to holdings and holders apply to this Licence and to You.

4. LICENCE GRANTED SUBJECT TO ABORIGINAL LAND CLAIM

- (a) You are granted this licence subject to a possible Aboriginal Land Claim over this land provided in s36 of the *Aboriginal Land Rights Act 1983*.
- (b) Notwithstanding any other provision of this Licence, this Licence may terminate in the event that the Minister determines that the land is claimable Crown land or a Court determines that the land is claimable Crown land.
- (c) Except as may be expressly provided for in this Licence You acknowledge and agree that You will not be entitled to any compensation costs or damages in respect of the termination of this Licence by operation of this clause.

NOTICES, APPROVALS AND CONSENTS

5. NOTICES

- (a) Any Notice may be served:
 - (i) by leaving it at the address for the party specified in Column 2 of Items 1 and 2 of Schedule 1 and addressing it to any specified person or position; or
 - (ii) by addressing it to any person or position specified and posting it to the address for the party so specified in which case service will be taken to be effected when it would in the ordinary course have been delivered; or
 - (iii) by facsimile sent to the facsimile number of a party specified in Column 2 of Items 1 or 2 of Schedule 1 and addressing it as specified in which case service will be taken to be effective at the time particularised in a confirmation of message notice obtained by the party serving from the machine used to initiate service.
- (b) A party may by Notice vary its address particulars as specified in Items 1, 2 and 3 of Schedule 1.

6. MINISTER'S POWERS AND FUNCTIONS

- (a) The Minister may exercise any power, delegation, authority, duty or function as provided by the Crown Lands Act 1989 in relation to any matter arising out of the terms of this licence.
- (b) Nothing in this Licence fetters, restricts or affects the Minister's discretion as to the use of the Minister's statutory powers.
- (c) The Minister may form any opinion for the purposes of this Licence on such grounds and material as the Minister thinks fit and after such consultation that the Minister considers to be necessary.
- (d) The Minister may vary the terms and conditions of this Licence at any time. You will be notified in writing of any variations to the terms and conditions of this Licence.

7. APPROVALS AND CONSENTS BY THE MINISTER

- (a) Any reference to approvals or consents of the Minister in this Licence must be given in writing to be effective and may be subject to conditions. An approval or consent from the Minister will be a separate document to this Licence.
- (b) Unless this Licence provides otherwise, the Minister may give or withhold consent or approval to any act, matter or thing in the Minister's discretion. The Minister may give consent subject to such conditions as the Minister may determine. Any such condition will become a condition of this Licence.

8. NO COMPENSATION

You are not entitled to any compensation, costs or damages on forfeiture, surrender or termination of this Licence under any condition or term of this Licence or otherwise.

OWNERSHIP, CARE AND MAINTENANCE

9. YOU ARE RESPONSIBLE

You are solely responsible and liable for doing or effecting any act, matter or thing which this Licence requires of You unless this Licence provides otherwise.

10. IMPROVEMENTS

- (a) You are deemed to be the owner of all Improvements on the Land at the Commencing Date regardless of whether or not You constructed the Improvements.
- (b) You must not construct, effect, erect or undertake any Improvements on the Premises without the prior written consent of the Minister.
- (c) Any Improvement constructed on the Premises during the Term becomes Your property for the Term.
- (d) Subject to clause 10(e), You must not remove, demolish, take away or pull down any Improvement unless it is in accordance with a written notice to You from the Minister.
- (e) You must comply with any Notice given to You by the Minister to remove or demolish any Improvement.
- (f) On removal of any Improvement in accordance with the Minister's written Notice, the Minister ceases to have any rights to the Improvement so removed.

- (g) You may apply to the Minister, within one month of the forfeiture, surrender or other determination of this Licence, to remove from the Land any of the Improvements (if any) effected or owned by You or any predecessor to You in accordance with section 174 of the CLA.
- (h) The Crown is the owner of all Improvements remaining on the Land on the expiry, forfeiture, surrender or other determination of this Licence except those that may be removed with the Minister's written consent.
- (i) The Minister may direct for any improvements to be removed upon expiry of licence.

11. REPAIR AND MAINTENANCE

- (a) You must at all times keep the Premises in a clean and tidy condition.
- (b) You must not deposit or leave on the Licence area any rubbish, litter, refuse, dead animals, vehicles or part of them, household effects, appliance, materials, clothing, agriculture or building or commercial or industrial materials including steel or waste, machinery or plant or equipment or parts of them, vegetable matter, stone, sand, or soil.
- (c) You must obtain the Ministers approval to undertake any activity apart from grazing or associated with grazing on the Licence area.
- (d) The parties agree that a failure by you to comply with the condition referred to in sub-clause (a), (b) and (c) will be deemed a failure to comply with a provision or covenant of this licence, and may also constitute an offence under the provisions of the Crown Lands Act 1989 and penalties may be applied.
- (e) The Minister may at all reasonable times enter the Premises and inspect the state and repair of the Premises, and take such action to ensure compliance with the Licence and the Crown Lands Act 1989 as provided by the Ministers powers.

12. FENCING AND GATES

- (a) You must ensure there is a stock proof boundary fence in place, and agree that any construction and/or maintenance of the fence is at your cost. Should any dispute arise as to "stock proof" condition, a Ministers' delegate will determine any fencing specifications required and such decision will be final.
- (b) If directed by the Minister you will erect and maintain gates in any fence you construct or in any fence situated on the land for use by persons authorised to obtain timber or other such material from the land.

13. YOUR OBLIGATIONS ON EXPIRY OR SOONER DETERMINATION

On the Terminating Date or the earlier revocation or determination of this Licence You must make sure that the Premises are in good repair and condition, reasonable wear and tear excepted, and is clear and free from all rubbish.

14. ARTEFACTS

You agree that:

- (a) For the purposes of this clause, "artefacts" means and includes all coins, articles of value, articles of antiquity, and other remains or things of historical interest discovered on or under the surface of the premises.;
- (b) All artefacts are deemed the property of the Minister;

- (c) You will immediately notify the Minister of the discovery of any artefacts;
- (d) You will take every precaution not to remove or damage the artefacts;
- (e) You will, if required by the Minister, deliver up or dispose of any artefacts at Your expense.

15. ABORIGINAL OBJECTS AND PLACES

- (a) You shall take every precaution in drilling, excavating or carrying out other operations or works on the Premises so as not to disturb, damage, destroy or deface any Aboriginal place or Aboriginal object, as defined under the *National Parks and Wildlife Act 1974*.
- (b) If You become aware of an Aboriginal object or place within the Premises, You shall notify the Director General of the National Parks and Wildlife Service or the existence of such object or place within 24 hours, or as required by the *National Parks and Wildlife Act 1974*, whichever is the lesser.
- (c) You must not continue any operations or works within the Premises likely to interfere with or disturb any objection or item unless You have complied with the *National Parks and Wildlife Act 1974*.

16. YOU ARE NOT TO REMOVE MATERIALS

Unless provided for in the Additional Terms and Conditions:

- (a) You will not mine, remove, extract, dig up or excavate any sand, stone (including bush rock), gravel, clay, loam, shell or similar substance or permit any other to undertake the same without the prior consent in writing of the Minister and subject to such conditions as the Minister may determine;
- (b) You will not burn, clear or remove standing or fallen timber or permit any other person to undertake the same without the prior consent in writing of the Minister and subject to such conditions as the Minister may determine;
- (c) Sub-clause (a) shall 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 it is undertaken in accordance with that authority;
- (d) The parties agree that a failure by You to comply with any condition referred to in sub-clause (a) or (b) will be deemed to be a failure to comply with a provision or covenant of this Licence.

17. NO HOLDING OUT

You must not:

- (a) directly or indirectly hold out or permit to be held out to any member of the public any statement, act, deed, matter or thing indicating that the Premises is being carried on or managed or supervised by the Minister; or
- (b) act or represent yourself to be the servant or agent of the Minister.

18. NO RIGHT TO PURCHASE

This Licence does not confer a right to You to purchase the Land or to the grant of a lease or to the grant of a further Licence.

19. DISPLAY OF SIGNS

You must not without prior written consent of the Minister, erect, paint, affix or exhibit on the exterior of the Premises or on the interior of the Premises so as to be visible from the outside of the Premises any signs, advertisements, lights, embellishments, names, notices or hoardings.

20. CHANGE IN SHAREHOLDING

If You are a company (other than a listed public company) You must notify the Minister in writing when there is a change in the shareholding that alters the effective control of the company.

The transfer of the majority shareholding is deemed to have terminated the licence and a new licence may need to be negotiated with the incoming majority shareholders.

RENT AND PAYMENTS

21. RENT

- (a) You must pay the Initial Rent on the Commencing Date and then pay the Reviewed Rent on each Due Date to the Minister free of all deductions and exchanges and without demand.
- (b) An annual CPI Rent adjustment will be made on the anniversary of the commencement of the licence, in accordance with Section 143C of the CLA.
 - (i) Any rent adjusted under this clause is to be adjusted to the nearest whole dollar.
 - (ii) The Minister may adjust the Reviewed Rent in accordance with the Minimum Rents provisions in Division 2A of Part 7 of the CLA and that adjustment will be the Reviewed Rent for the purposes of this clause.
- (c) In addition to any review or adjustment of the Rent under this clause, the Minister may redetermine the Rent in accordance with Divisions 3 and 3A of Part 7 of the CLA.
 - (i) The principles for determination or redetermination of rent are set out in Section 143 of the CLA.
 - (ii) The rent review date is as set out in Section 143B of the CLA.

[NB: Currently this is not less than 3 years after the commencement of the licence (or such other due date as may be determined by the Minister); and thereafter on the third anniversary of the previous rent review date.]

22. RATES, TAXES AND OTHER CHARGES

You must:

- (a) Pay all rates, taxes (including Land tax), assessments, duties, charges and fees charged by any authority, which are charged, levied or imposed in respect of the Premises.
- (b) Produce to the Minister receipts for payments that You are required to make under this clause if requested by the Minister.

- (c) Pay to the Minister or to any other authority all proper charges for gas, electricity, water or other services supplied to or consumed in or on the Premises and must pay all charges in respect of any telephone services connected to the Premises.

23. GOODS AND SERVICES TAX

- (a) With the exception of any amount payable under this clause, all amounts stated to be payable under this Licence are exclusive of GST.
- (b) If GST is imposed on any supply in connection with this Licence, the recipient of the supply must pay to the supplier an amount equal to the GST payable on the taxable supply.
- (c) The recipient must pay the GST on the relevant Taxable Supply when a supplier issues a tax invoice for that Taxable Supply.
- (d) Any valuer or umpire returning a valuation must return a GST exclusive market value for it in any case where the valuation is for the purposes of determining a supply value to which GST is to be added under this Licence.

24. COSTS OF THE MINISTER

You must pay:

- (a) The Minister's reasonable legal costs and all duties, fees, charges and expenses related to:
 - (i) any application for the Minister's consent under this Licence;
 - (ii) any Breach or Default of this Licence by You;
 - (iii) any fees of professional consultants properly incurred by the Minister in consequence of, or in connection with, any Breach or Default of You or any application for the Minister's consent; and
 - (iv) the exercise or attempted exercise of any right, power, privilege, authority or remedy of the Minister under or because of this Licence;
- (b) All expenses reasonably incurred by the Minister in any entry, inspection, examination, consultation or the like which discloses a Breach by You of any covenant of this Licence.

25. FAILURE TO PAY MONIES OR UNDERTAKE WORKS

- (a) You must pay interest on any money due and payable under this Licence to the Minister at the rate prescribed from time to time under section 148 of the CLA and any such interest for the purposes of this Licence will be deemed to be Rent in arrears.
- (b) The Minister may remedy any default of Yours, including when You fail to pay any money due to someone other than the Minister, but only if the Minister has given Notice to You requesting You to pay the money or perform any obligation within 14 days and You fail to comply.

INDEMNITY AND INSURANCE

26. INDEMNITY

- (a) You indemnify and will keep indemnified the Minister and the Crown from and against all actions, suits, claims and demands of whatsoever nature and all damages, costs, charges and expenses in respect

of any accident or injury to any person or property which may arise out of:

- (i) the use or occupation of the Premises; or
 - (ii) the construction, installation, repair, replacement or maintenance of works as may be authorised under this Licence;
 - (iii) any failure by You to comply with the terms of this Licence.
- (b) The indemnity in clause 26(a) still applies even though You have observed and performed the conditions of this Licence or that any such accident or injury arises from any act or thing, which You may be authorised or compelled to do under this Licence.
- (c) Your obligations under this clause continue after this Licence expires or is otherwise ended in respect of any act, deed, matter or thing happening before the expiry or end of this Licence.
- (d) To the extent that any such claims and demands arise from any negligence or willful act or omission on the part of the Minister the indemnities under this clause do not apply.

27. PUBLIC RISK INSURANCE

You shall effect and maintain for the Term a public risk insurance policy (whereby the Minister should be noted on the policy as an interested party) for the amount specified in Column 2 of Item 11 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 Premises and the matters referred to in clause 26(a).

28. DOMESTIC INSURANCE POLICY REQUIREMENTS

- (a) The following provisions apply to all policies of insurance taken out by You under this Licence:
- (i) You must if directed by the Minister enter into an insurance policy with an insurer approved by the Minister or with an insurer carrying on business in Australia.
 - (ii) any public risk policy taken out by You must be for an amount sufficient to cover the risks under the policy.
 - (iii) You must provide duplicate or certified copies of all policies if required by the Minister.
 - (iv) You will obtain insurance cover for any increased risk and pay all additional premiums (if any) required if You do anything that may increase the rate of premium on the insurances taken out by You.
- (b) The Minister in his own name or as Your attorney in Your name shall be entitled to institute all proceedings against any insurer which issues a policy of insurance required by this Licence to recover from it any amount for loss, damage or injury or other money payable under any indemnity in favour of the Minister. You appoint the Minister as Your attorney for such purposes.
- (c) The provisions of clause 27 continue in force after the expiry or other end of this Licence but only in respect of incidents occurring during the term of the licence.

COMPLIANCE

29. COMPLIANCE WITH STATUTES

You must comply with the requirements of all statutes, regulations or by-laws and with the requirements of all

relevant public and local authorities in so far as they apply in relation to the use and occupation of the Premises and regardless of whether such requirements are served on the Minister.

30. COMPLIANCE WITH CONDITIONS

- (a) Where the Minister is of the opinion that any condition of this Licence relating to the permitted use of the land or any condition imposed pursuant to a condition of the Licence is not being complied with by You, the Minister may in writing Issue Notice directing You to carry out within a specified time works at Your expense necessary to rectify or remedy the situation.
- (b) Where the Minister issues any direction to You pursuant to sub-clause (a) You must comply with the direction

31. NON-COMPLIANCE WITH CONDITIONS

- (a) If You fail to comply with any term or condition of this Licence, then the Minister may by Notice direct You to:
 - (i) cease anything that you are doing on the Premises; and
 - (ii) carry out within the time specified in the Notice, or such other time as the Minister may direct in writing, works necessary to rectify or remedy the non-compliance.
- (b) You must comply with any Notice issued by the Minister at Your expense.
- (c) If You fail to comply with the Notice, the Minister may terminate the Licence by Notice to You.

LAND MANAGEMENT / ENVIRONMENTAL PROTECTION CONDITIONS

32. LAND NOT TO BE CULTIVATED

You must not cultivate the Land.

33. GROUND COVER MANAGEMENT

- (a) You must not remove or cut vegetation for fodder;
- (b) Where the Minister is of the opinion that You are overstocking either the whole or part of the Land, the Minister may from time to time direct You by notice in writing that the number and type of stock that may be grazed on the Land or such part as may be described in the notice shall not exceed the number and type of stock specified in the notice and You will ensure that the number and type of stock so specified shall not be exceeded.

34. WEED CONTROL

You will control noxious and environmental weeds by hand methods; or by selective herbicide application that will not damage, kill or destroy native vegetation.

35. GAME AND FERAL ANIMALS

You will comply with the provisions of all relevant legislation and orders in relation to the control of game and feral animals on the land.

36. LAND MANAGEMENT STRATEGY

Following approval of the Land Management Strategy, You will ensure that the licensed area is grazed in accordance with this plan.

37. PROTECTION OF NATIVE FAUNA

- (a) The shooting, trapping, baiting or otherwise harming of native fauna is prohibited.
- (b) As this licence does not give you exclusive possession, it is classed as a public land, and a game hunting licence is required for any hunting of the listed non indigenous animals on this land.

38. PROTECTION OF NATIVE VEGETATION

- (a) Native vegetation must not be cleared.
- (b) You shall provide the Department a plan of any proposed revegetation and/or planting works. Consent of the Department must be obtained prior to the commencement of any revegetation and/or planting work.

39. YOU MUST NOT CLEAR LAND

You must not clear any of the Land without the Minister's consent and all other approvals required under the *Native Vegetation Act 2003*, the *Threatened Species Conservation Act 1995* and any other relevant legislation.

40. BUSHFIRE

- (a) You will not carry out any hazard reduction burning on the Site except with any necessary approval from the Rural Fire Service and any required environmental approvals.
- (b) Without limiting any other provision of this Licence and subject to sub-clause (d) below, you:
 - (i) shall comply, at its cost, with any requirements imposed upon it, as occupier of the Site, including bush fire hazard reduction requirements under the *Rural Fires Act 1997*;
 - (ii) shall maintain any fire trails and undertake bush fire hazard reduction activities necessary for the protection of your infrastructure at its cost; and to the extent necessary for these purposes
 - (iii) may, with the prior written approval of the Minister which must not be unreasonably withheld, enter on the land of the Minister adjoining the Site.
- (c) If you fail to carry out the requirements referred to in sub-clause (b)(i), the Minister may do so and recover the cost from you.
- (d) The provisions of sub-clauses (b)(ii) and (c) do not operate if it is necessary for you to enter the land of the Minister adjoining the Site and the Minister's approval to enter that land has been refused.

41. HOLDER NOT TO BURN OFF

- (a) You will not carry out any burning off on the Site except with the prior consent of the Minister 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 Minister may impose.
- (b) Without limiting any other provision of this Licence and subject to subclause (d) below, you:

- (i) shall comply, at your cost, with any requirements imposed upon it, as occupier of the Site, under the Rural Fires Act 1997;
 - (ii) shall, for Site Appendices where identified as the Primary User or infrastructure provider, for and on behalf of the Minister and at your cost, comply with any reasonable requirements imposed upon the Minister, as owner of the Site, as a result of the granting of this Licence under the Rural Fires Act 1997 and notified by the Minister; and to the extent necessary for these purposes
 - (iii) may, with the prior written approval of the Minister which must not be unreasonably withheld, enter on the land of the Minister adjoining the Site.
- (c) If you fail to carry out the requirements referred to in subclause (b)1, the Minister may do so and recover the cost from you.
- (d) The provisions of subclauses (b)1 and (c) do not operate if it is necessary for you to enter the land of the Minister adjoining the Site and the Minister's approval to enter that land has been refused.

42. EARTHWORKS

- (a) Unless provided for in the Additional Terms and Conditions:
- (i) You will not construct any earthworks that could obstruct or divert natural water flow without the prior consent in writing of the Minister and subject to such conditions as the Minister may determine;
 - (ii) You will not dump, or cause to dump, fill or other material on the Land;
 - (iii) Sub-clauses (i) and (ii) shall not apply to any earthworks that may be necessary to construct or undertake any Improvement authorised by or under this Licence provided that it is undertaken in accordance with that authority;
 - (iv) The parties agree that a failure by You to comply with any condition referred to in sub-clause (i) and (ii) will be deemed to be a failure to comply with a provision or covenant of this Licence.
- (b) You will not artificially drain any wetlands.

43. ENCROACHMENT OUTSIDE LICENCE AREA

You are responsible for ensuring that your occupation and use of the Land does not encroach outside of the Licence area onto adjoining Crown lands, including but not limited to waterways or other environmentally sensitive areas.

ADDITIONAL TERMS AND CONDITIONS

44. ADDITIONAL TERMS AND CONDITIONS

If indicated in Item 13 of Schedule 1, the Additional Terms and Conditions form part of this Licence. Any provision of the Additional Terms and Conditions that is inconsistent with a provision of these Standard Terms and Conditions prevails to the extent of any inconsistency.

DEFINITIONS AND INTERPRETATION

45. DEFINITIONS

In this Licence the following terms, unless the contrary intention appears, mean:

Additional Terms and Conditions means the Minister's Additional Terms and Conditions document or any part of it, as updated from time to time, which is identified in Item 13 of Schedule 1 (if any) and forms part of this Licence.

Authorised person means any person authorised by the Minister and includes a person who from time to time is a member of any class of persons authorised by the Minister.

Breach or Default means a failure to comply with any term of condition of this Licence.

CLA means the Crown Lands Act 1989 (NSW).

Commencing Date means the date in Item 7 of the Schedule 1.

Consumer Price Index means the Consumer Price Index (All Group Index) for Sydney published by the Australian Statistician. However if the reference base for the Consumer Price Index is discounted or is not available then the index kept by the Commonwealth or New South Wales Government as the parties can agree on and where there is no agreement, as shall be nominated by the President of the Australian Property Institute (New South Wales Division) or his nominee.

Consumer Price Index Number in relation to a quarter means the number for that quarter appearing in the Consumer Price index (All Group Index) for Sydney published by the Australian Statistician.

CPI Review Period means the period between each CPI Review Date.

Crown means Her Majesty Queen Elizabeth II in right of the State of New South Wales, her officers, contractors, employees and agents.

Due Date means the Commencing Date and each anniversary date of the Commencing Date.

Groundcover Vegetation means and plant material (alive or dead) found on or near the soil surface that protects the soil from the erosive action of wind and water.

GST has the same meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth).

Improvements means all buildings, structures, facilities and works situated or to be situated in or on or under the Land.

Initial Rent means the initial annual rent specified in Item 9 of Schedule 1.

Item means a numbered item in Column 1 of Schedule 1.

Land means the land specified in Schedule 3 and includes any submerged land and waterways.

Licence means the Licence granted by the Minister to You and includes this Licence, Schedules 1, 2 and 3 and any additional Schedules or documents referred to in Schedule 1.

Minister means the person described as the Minister on this Licence and where the context permits includes the Minister's successors, officers, servants, contractors, workmen, employees and agents.

Native fauna means any mammal, bird, reptile or amphibian that are native to Australia, but does not include Dingos or wild dogs.

Notice means a notice in writing that is served in accordance with this Licence.

Noxious weed has the same meaning as that term is defined in the Noxious Weeds Act

1993 (NSW).

Permitted Use means the use in Item 5 of the Schedule 1.

Premises means the Land and the Improvements and any of Your plant and equipment.

Relevant Authority means, in respect to a particular context or circumstance, any government, administrative, or judicial body, public authority, commission, tribunal or entity having jurisdiction and responsibility in that particular context or circumstance including a consent authority.

Rent means the Initial Rent or the Reviewed Rent.

Reviewed Rent means the Rent as reviewed, adjusted or redetermined in accordance with Clause 21.

Schedules mean the documents that are attached to and form part of this Licence.

Supply has the same meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Taxable Supply has the same meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Term means the period commencing on the Commencing Date and ending on the Terminating Date as shown in Items 7 and 8 of Schedule 1.

Terminating Date means the date on which this Licence expires as shown in Item 8 of Schedule 1 or the date it is revoked or otherwise ceases to have effect under the provisions of this Licence.

Title Associated means the title of any freehold land, that is owned by You, and is generally in the vicinity of the Land. [NB: In many instances the "Title Associated" land will be directly adjoining the Land and either used to access the Land or managed in association with the Land, though this is not always the case].

You and Your means the person described as the licensee on this Licence and include your permitted assigns of this Licence.

Waterbody means

- (a) A natural waterbody, including:
 - (i) A lake or lagoon either naturally formed or artificially modified, or
 - (ii) A river or stream, whether perennial or intermittent, flowing in a natural channel with an established bed or in a natural channel artificially modifying the course of the stream, or
 - (iii) Tidal waters including any bay, estuary or inlet, or
- (b) An artificial waterbody, including any constructed waterway, canal, inlet, bay, channel, dam, pond or lake, but does not include a dry detention basin or other stormwater management construction that is only intended to hold water intermittently.

46. INTERPRETATION

The following apply in the interpretation of this Licence:

Additional Terms and Conditions Prevail: Additional Terms and Conditions if any prevail to the extent of any inconsistency with the Standard Terms and Conditions of this Licence.

Applicable Law: The laws of New South Wales apply to this Licence.

Clauses and Schedules: A reference to a clause, part or schedule is a reference to a clause, part or schedule of this Licence.

Contra Proferentum: No rule of construction applies to the disadvantage of a party on the basis that that party

prepared this Licence or any part of it.

Cultivation: To “improve” and prepare by ploughing or fertilizing; or to prepare and use the land for the raising of crops or pasture.

Genders: Words importing the masculine gender include the feminine or neuter genders and vice versa.

Headings, Notes and Plans: Headings and marginal notes have been inserted for guidance only and do not form part of this Licence. A Plan or Diagram of the Premises as referred to in Item 14 of Schedule 1 attached to this Licence will only form part if it is referred to in Schedule 3 of this Licence.

Joint and Several Liability: Any covenant or agreement on the part of two or more persons shall bind those persons jointly and severally.

Pasture improvement: is sowing with a mixture of introduced grasses and legumes and/or fertilising to promote the growth of introduced grass and legume species.

Part of Land or Premises: A reference to Land or Premises includes any part of the Land or Premises.

Persons: A reference to a person includes a corporation and vice versa.

Plurals: Words importing the singular number include the plural number and vice versa.

References to legislation: References to statutes, regulations or instruments includes all statutes, regulations or instruments amending, consolidating or replacing them.

Severability: A provision of this Licence that cannot be enforced in a jurisdiction will not invalidate the remaining provisions of this Licence in any other jurisdiction.

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