

SCHEDULE 1

	Definitions	<p>In this Licence Agreement, unless the contrary intention appears:</p> <p>Business Day is a day that is not a Saturday, Sunday or a public holiday in NSW.</p> <p>Claim means any action, claim, demand or proceeding (including based in contract, tort or statute or under any indemnity, and including any action based on personal injury or death) made against the person concerned however it arises and whether it is present or future, fixed or unascertained, actual or contingent.</p> <p>Laws includes the provisions of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise.</p> <p>Liability means any and all damages, punitive damages, liabilities, actions (including actions based on personal injury or death), obligations, duties, losses, charges, costs or expenses (including legal expenses and consulting fees), interest, penalties, fines and taxes.</p> <p>Licensee's Employees and Agents means each of the Licensee's employees, officers, agents, contractors, consultants, sublessees, licensees and any other person on or about the Licensed Area who are under the control or direction of the Licensee.</p> <p>Licensee's Property means all plant, equipment, fixtures, fittings, and other property installed or situated in or relevant to the Licensed Area and owned or controlled by the Licensee.</p>
Item 1	Licensed Area	Part of Lot 1 in Deposited Plan 433264 located off Inch Street, Lithgow and delineated in red on Annexure A
Item 2	Licence Term	12 months
Item 3	Commencing Date	1 April 2023
Item 4	Expiry Date	31 March 2024
Item 5	Permitted Use	Access and movement of locomotives
Item 6	Conditions of use	<p>The Licensee will:</p> <p>(a) at its cost, maintain the Licensed Area in a clean, tidy and safe condition and keep it clear of any waste or rubbish;</p>

		<p>(b) comply with all Laws applicable to the Permitted Use and the land that comprises the Licensed Area, including without limitation, the <i>Rail Safety National Law (NSW)</i> and the <i>Environmental Planning and Assessment Act 1979 (NSW)</i>, as amended from time to time;</p> <p>(c) obtain and maintain all approvals, consents and permits required for the Permitted Use, including any approvals required by a consent authority and Office of the National Rail Safety Regulator;</p> <p>(d) not use the Licensed Area for any purpose other than the Permitted Use;</p> <p>(e) not undertake any activity on, or bring anything onto, the Licensed Area that is illegal, dangerous, offensive, noxious, harmful to the environment, or that is or may become a nuisance or annoyance to the Licensor or to users of adjoining land;</p> <p>(f) not make any structural alterations or improvements to the Licensed Area without the prior written approval of the Licensor, which the Licensor may withhold in its absolute discretion.</p>
Item 7	Licence Fee	<p>\$565.80 per annum + GST</p> <ol style="list-style-type: none"> 1. The Licensee must pay the Licence Fee monthly in advance, without setoff or deduction. 2. This Licence Agreement is a taxable supply within the meaning of <i>A Nex Tax System (Goods and Services Tax) Act 1999 (Cth)</i> and in addition to the Licensee Fee the Licensee must pay to the Licensor an amount equal to the GST payable for a taxable supply upon receipt of a tax invoice from the Licensor.
Item 8	Licence Fee review	Not applicable
Item 9	Insurance	<ol style="list-style-type: none"> 1. For the term of this Licence, the Licensee must hold and maintain public liability insurance cover and any other insurances it is required to hold by law for its activities and the Permitted Use. 2. The public liability insurance policy must: <ol style="list-style-type: none"> (a) identify the Licensed Area as a situation of risk;

		<p>(b) provide cover of at least \$20m for any one occurrence or event; and</p> <p>(c) note "Lithgow City Council" as an interested party on the policy.</p> <p>3. Prior to the Commencing Date the Licensee must provide to the Licensor a copy of its certificate of currency for public liability insurance evidencing the requirements in clause 2 of Item 9.</p>
Item 10	Indemnity and Release	<p>1. Except to the extent that the Licensor is negligent or in breach of its obligations under this Licence Agreement, the Licensee indemnifies the Licensor against any Claim or Liability that the Licensor incurs or is liable for in connection with:</p> <p>(a) any damage, loss, death or injury to property or person in connection with the use of the Licensee's Property; and</p> <p>(b) the use or occupation by the Licensee or the Licensee's Employees and Agents of, or the existence of, the Licensee's Property.</p> <p>2. Except to the extent that the Licensor is negligent or in breach of its obligations under this Licence Agreement, the Licensee:</p> <p>(a) uses the Licensed Area at its own risk; and</p> <p>(b) releases the Licensor from, and agrees the Licensor is not liable for, any Claim or Liability in connection with any damage, loss, injury to or of any person or property in connection with the use or existence of the Licensed Area.</p>
Item 11	Expiry and Termination	<p>This Licence Agreement will end on the earlier of the Expiry Date stated in Item 4 and termination under this Item 11.</p> <p>Termination for convenience</p> <p>The Licensee may terminate this Licence Agreement at any time by giving the Licensor Notice providing at least 60 days.</p> <p>Termination upon default</p> <p>The Licensor may terminate this Licence by Notice to the Licensee, requiring the Licensee to vacate the Licensed Area, if the Licensee does not comply with an express or implied obligation under this Licence Agreement within 30 days after the Licensor has issued a Notice requesting that the Licensee so comply.</p>

		<p>Damages following termination</p> <p>If the Licensor terminates this Licence under this clause, the Licensee must compensate the Licensor for any loss or damage the Licensor suffers in connection with the event that gave rise to the termination.</p> <p>Delivering up</p> <p>On expiry or sooner termination under this clause 11, the Licensee must remove the Licensee's Property from the Licensed Area and leave the Licensed Area in a clean and tidy condition, and at its cost make good any damage caused to the Licensed Area by the Licensee's Property or its removal.</p>
Item 12	Notice	<p>1. Any notice given under this Licence Agreement must be in writing addressed to the intended recipient at the address shown below or the address last notified in writing by the Licensee or the Licensor.</p> <p style="text-align: center;">Intended recipient</p> <p><i>Licensor:</i></p> <p>The General Manager Lithgow City Council 180 Mort Street LITHGOW NSW 2790 Email: council@lithgow.nsw.gov.au</p> <p><i>Licensee:</i></p> <p>The Director C.O.C. Limited c/- Buckley Accountants 39 Railway Parade LITHGOW NSW 2790 By email: gm@stateminerailway.com.au</p> <p>2. Any notice will be taken to have been given or served:</p> <p>(a) if sent by email before 2pm on a Business Day, the date it was sent, and otherwise on the next Business Day, unless the sender receives a non-delivery notice,</p> <p>(b) if delivered personally, on the day it was delivered,</p> <p>(c) if sent by ordinary pre-paid post, three (3) Business Days after the date of posting.</p>

Item 13	Miscellaneous	<ol style="list-style-type: none">1. Governing Law - This Licence Agreement is governed by the laws of New South Wales.2. Severability - If any part of this Licence Agreement is void or voidable then that part is severed, but without affecting the continued operation of the remainder of the Licence Agreement.3. No assignment, novation or sub-licence - This Licence is personal to the Licensee and Licensor and neither party shall assign this Licence nor grant any sub-licence.4. Rights Cumulative - The rights and remedies under this Licence Agreement are cumulative and not exclusive of any rights or remedies provided by law or any other right or remedy.

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ANNEXURE A
LICENSED AREA

