

8. The Crown Land Manager does not make or give any warranty, promise or covenant to the Licensee for quiet enjoyment of the Licensed Premises.

<p>Signed by an Authorised Officer of Lithgow City Council (ABN 59 986 092 492)</p> <p>-----</p> <p>Name: Graeme Faulkner Position: General Manager Authority: Section 377 Local Government Act, 1993 Date of signing:</p> <p>Signed by witness:</p> <p>-----</p> <p>Print Name: Dated:</p>	<p>Signed by an Authorised Officer of Capertee & District Progress Association Inc. (ABN 91 355 411 067)</p> <p>-----</p> <p>Name: Position: Authority: Date of signing:</p> <p>Signed by Witness:</p> <p>-----</p> <p>Print Name: Dated:</p>
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SCHEDULE 1

<p>SECTION 1: Licensee (full name)</p>	<p>Name of Licensee: Capertee & District Progress Association Incorporated ABN: 91 355 411 067 Inc. number Y2473909</p>			
<p>SECTION 2 Licensee's Right</p>	<p>The Licensee shall have the use of the public hall situated on Part Lot 3 in Section 3 in DP758222, being the area bordered in red on the diagram attached as Schedule 2 to this Licence (hereinafter called "the Licensed Premises").</p>			
<p>SECTION 3: Contact details for service of notice</p>	<p>The Secretary Capertee & District Progress Association Incorporated 34 Castlereagh Highway CAPERTEE NSW 2846 E: caperteeprogress@gmail.com T: 0414 395 614</p>			
<p>SECTION 4: Purpose of Licence (must be for prescribed purpose)</p>	<p>The Licensee shall have the use of the Licensed Premises for the prescribed purposes marked below:</p> <table border="1" data-bbox="483 1055 1471 1742"> <tr> <td data-bbox="483 1055 975 1742"> <input type="checkbox"/> access through a reserve <input type="checkbox"/> advertising <input type="checkbox"/> camping using a tent, caravan or otherwise <input type="checkbox"/> catering, <input checked="" type="checkbox"/> community, training or education, <input type="checkbox"/> emergency occupation <input type="checkbox"/> entertainment, <input type="checkbox"/> environmental protection, conservation or restoration or environmental studies, <input type="checkbox"/> equestrian events <input type="checkbox"/> exhibitions <input type="checkbox"/> filming (as defined in the Local Government Act 1993), <input type="checkbox"/> functions, </td> <td data-bbox="975 1055 1471 1742"> <input type="checkbox"/> grazing <input type="checkbox"/> hiring of equipment, <input type="checkbox"/> holiday accommodation <input checked="" type="checkbox"/> markets, <input checked="" type="checkbox"/> meetings, <input type="checkbox"/> military exercises, <input type="checkbox"/> mooring of boats to wharves or other structures <input type="checkbox"/> sales, <input type="checkbox"/> shows, <input type="checkbox"/> site investigations, <input type="checkbox"/> sporting and organised recreational activities, <input type="checkbox"/> stabling of horses, <input type="checkbox"/> storage. </td> </tr> </table> <p>as specified in the Crown Land Management Regulations for the purpose of section 2.20 of the Act.</p>		<input type="checkbox"/> access through a reserve <input type="checkbox"/> advertising <input type="checkbox"/> camping using a tent, caravan or otherwise <input type="checkbox"/> catering, <input checked="" type="checkbox"/> community , training or education, <input type="checkbox"/> emergency occupation <input type="checkbox"/> entertainment, <input type="checkbox"/> environmental protection, conservation or restoration or environmental studies, <input type="checkbox"/> equestrian events <input type="checkbox"/> exhibitions <input type="checkbox"/> filming (as defined in the Local Government Act 1993), <input type="checkbox"/> functions,	<input type="checkbox"/> grazing <input type="checkbox"/> hiring of equipment, <input type="checkbox"/> holiday accommodation <input checked="" type="checkbox"/> markets, <input checked="" type="checkbox"/> meetings, <input type="checkbox"/> military exercises, <input type="checkbox"/> mooring of boats to wharves or other structures <input type="checkbox"/> sales, <input type="checkbox"/> shows, <input type="checkbox"/> site investigations, <input type="checkbox"/> sporting and organised recreational activities, <input type="checkbox"/> stabling of horses, <input type="checkbox"/> storage.
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<p>SECTION 5: Licence Fee (\$)</p>	<p>The licence fee is \$490.00 + GST per annum The bond fee is \$Not applicable</p>			

<p>SECTION 6: Term</p>	<p>12 months</p> <p>Commencement Date:</p> <p>Expiry Date:</p>
<p>SECTION 7: Special Conditions</p>	<p>(a) The Licensee is responsible for connection to and payment of all utility and services in relation to the Licensed Premises.</p> <p>(b) The Licensee, or other authorised employee of the Licensee, is responsible for supervising the activities permitted by this Licence.</p> <p>(c) The Licensee shall not sublet, assign or otherwise deal with the Licensed Premises.</p> <p>(d) 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.</p> <p>(e) The Licensee may terminate this Licence without cause or reason, by giving the Crown Land Manager one month's notice in writing.</p> <p>(f) The Crown Land Manager reserves the right to remove from, or refuse entry to the Licensed Premises, any person regardless of any arrangements or contract with the Licensee.</p> <p>(g) This Licence is subject to the provisions of the Crown Land Management Act 2016, including section 2.20 and 3.43 of that Act.</p>
<p>SECTION 8: Insurance and indemnity</p>	<p>The Licensee must keep and maintain the following insurances:</p> <p>(a) a public risk insurance policy for the term of the Licence and any extension of the Licence, for the amount of \$20,000,000 for any one claim, whereby the Crown Land Manager and the Minister administering the <i>Crown Land Management Act 2016</i> shall during the continuance of this Licence be indemnified against claims and demands arising from death or bodily injury or damage to property arising out of the Licensee's use of the Licensed Premises;</p> <p>(b) workers compensation for its members, officers, employees, agents or contractors;</p>

	<p>(c) any other insurance the Licensee is required to hold by law in relation to the activities it undertakes on the Licensed Premises.</p> <p>For the avoidance of doubt, the Licensee is not required to obtain separate building insurance cover or plate glass cover.</p> <p>The Licensee indemnifies the Crown Land Manager and the Minister administering the <i>Crown Land Management Act 2016</i> against all actions, suits, claims, debts, obligations and other liabilities that may arise from the activities of the Licensee during the currency of this Licence.</p>
<p>SECTION 9: Improvements, Maintenance and Repair</p>	<p>Improvements</p> <p>The Licensee accepts the Licensed Premises in its present condition and state of repair and acknowledges that all improvements and fixtures now or hereafter erected on the Licensed Premises are the absolute property of the Crown.</p> <p>The Licensee must not make any structural alterations or improvements to the Licensed Premises without the prior written consent of the Crown Land Manager, which consent may be withheld in its absolute discretion.</p> <p>During the Term of this Licence, the parties will maintain and repair the Licensed Premises in the manner set out below.</p> <p>Maintenance and repair</p> <p>The Licensee will, at its cost:</p> <ul style="list-style-type: none"> (a) keep the Licensed Premises clean and tidy and arrange for the regular removal and disposal of any waste or rubbish; (b) keep the Licensed Premises free of all pests and vermin, at its cost; (c) attend to the day to day maintenance of the Licensed Premises, including cleaning, replacing light globes, smoke alarm batteries and tap washers, tightening of door handles and hinges, and the like, as needed. <p>The Crown Land Manager is responsible for repair and maintenance of the following, at its cost:</p> <ul style="list-style-type: none"> (a) fire & safety equipment;

	<p>(b) essential services;</p> <p>(c) structural repairs, such as the roof, the ceiling, the external walls and external doors and associated door jambs and the floors, unless the defects were caused by the Licensee or its agents, in which case the Licensee must fix the structural defects;</p> <p>(d) repairs needed due to fair wear and tear, unless the repair is required because the Licensee did not fulfil its maintenance obligations in respect of the item requiring repair.</p>

SCHEDULE 2

LOCATION - 34 Castlereagh Highway, Capertee – Lot 3, Section 3, DP758222



LICENSED PREMISES – Part Lot 3, Section 3, DP758222

