

LEASES – PERMISSIVE OCCUPANCE - CONDITIONS

Objective

To establish terms and condition for the leasing and licensing of lands under the care and control of Council

Scope

All lands under the care and control of Council which Council has resolved to offer for lease or licence

Policy

The terms and conditions relating commonly to Leases and Temporary Licences are as follow:

1. Rent for a twelve (12) month period is to be paid in advance to Council.
2. The licence is terminable by Council or licensee within thirty (30) days clear notice, however, no refund will be paid if the Lessee terminates the lease. Council will make a pro-rata refund based on time elapsed.
3. Council may in writing direct the lessee to remove any structure or material from the land at his own cost and without compensation.
4. The licensee shall take steps to rid the land of rabbits, foxes and other noxious animals.
5. The licence is for grazing purposes only the land licensed may be cultivated to the extent necessary for the growth and spread of pasture grasses, but no further.
6. Mining upon and in the lands may not be carried out.
7. The licensee shall not interfere with the right of the public to the use of any roads, streets, lanes or tracks within the land licensed.
8. The licensee shall not reside nor permit any other person to reside on the land.
9. The licensee shall erect gates on roads within the land licensed when and where directed by the Council for public use and shall maintain same together with approaches thereto with approaches thereto in good order to the satisfaction of Council.
10. The right is reserved to the public of free access along the bank of the watercourse adjoining the land licensed.

11. The right is reserved to the Council and fully authorised bodies and authorised employees thereof to enter upon the land licensed with any material and equipment at any time and from time to time for the purpose of constructing or maintaining any duly authorised works without interference or annoyance by the licensee.
12. The licensee shall not carry out any burning off on the land licensed except with the consent of the Council in writing first obtained and after compliance with the requirements of the Bush Fires Act, 1949, as amended by subsequent Acts. Any consent granted in accordance with this condition shall be subject to such conditions as the Council may impose.
13. The licensee shall not remove gravel, stone or other material from the land except with permission of the Council and the Regional Manager, Dubbo Lands Office.
14. The licensee shall not interfere with or permit any person to interfere with the marks in connection with any trigonometrical station erected on the land licensed and the unrestricted right of access to such station by authorised persons, and also the right to clear sight lines to other such stations is reserved at all times.
15. The right is reserved to duly authorised persons to enter on the land licensed and to clear sight lines and carry out any necessary work for mapping.

Special Conditions

- a) The licensee shall keep the said area and buildings clean and tidy and all papers and other rubbish shall be collected, burnt and removed. The licensee shall control noxious weeds as directed by the "local control authority". The licensee shall immediately repair and make good, damage occasioned by their use of the said area.
- b) The Licensee shall indemnify and keep indemnified the Trust and the Minister administering the Crown Lands Acts against all actions, suits, claims, debts, obligations and other liabilities during the continuation of the Licence and further. The licensee shall take out a public risk insurance policy with a reputable insurance office, approved by the Trust, in the names of the Licensee, the Trust and the Minister administering the Crown Lands Acts insuring them against such of the said matters as can be insured against to the sum of not less than \$10,000,000 and shall produce at any time when required by the Trust or the Minister the last renewal receipt of payment of such premium thereon.
- c) The licensee shall and maintain all other insurance 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 the licensee on the demised premises. Copy of such is to be forwarded to the Trust.
- (d) The licensee shall indemnify the Minister administering the Crown Lands Acts and the Trust in respect of any claim which may arise out of the Licensee's use and/or occupation of the area covered by this Licence.
- (e) 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.

- (f) Any activities shall not be conducted unless supervised by a manager, being the Licensee, or an authorised employee of the Licensee.
- (g) The manager, or other authorised employee of the Licensee, responsible for supervising activities, must be a person approved by the appropriate controlling body.
- (h) The trust reserves the right to remove from or refuse entry to the reserve any person regardless of any arrangements or contract with the Licensee.
- (i) All improvements, erections and fixtures now or hereafter to be erected on the said area are acknowledged by the licensee to be absolute property of the Crown, but the licensee shall maintain and repair such improvements, erections and fixtures during the period of this Licence.
- (j) This licence is subject to the provisions of the Crown Lands Act, 1989, including Section 108 and 109 of that Act.
- (k) The licensee shall not sublet, assign or otherwise deal with the demised premises without the consent of the licensor.
- (l) The licensee shall not interfere with any other person authorised by the Trust to use the reserve or any part thereof.

Relevant Legislation

Crown Lands Act

Associated Documents

Special Conditions and Agreement for Temporary Licence of Crown Land under the Care and Control of Council (available on Council's Intranet – C&BS Documents)

Responsible Officer:	Director Growth and Liveability		
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