

RANDWICK CITY COUNCIL

And

SOUTH SYDNEY MEMBERS RUGBY LEAGUE FOOTBALL CLUB

And

SOUTH SYDNEY DISTRICT RUGBY LEAGUE FOOTBALL CLUB LIMITED

**LICENCE AGREEMENT FOR
OCCUPATION OF LAND FOR
SPORTING OVAL AT THE
HEFFRON PARK COMMUNITY
AND HIGH PERFORMANCE
CENTRE**

AGREEMENT dated [INSERT date]

BETWEEN

Randwick City Council ABN 77 362 844 121 of 30 Frances Street, Randwick NSW 2031
(*Licensor*)

AND **South Sydney Members Rugby League Football Club Limited** ABN 40 118
320 684 of 261 – 265 Chalmers Street, Redfern NSW 2016 (*Licensee*)

AND **South Sydney District Rugby League Football Club Limited** ABN 28 002
487 390 of 261 – 265 Chalmers Street, Redfern NSW 2016 (*Guarantor*)

THE PARTIES AGREE AS FOLLOWS.

1 INTERPRETATIONS, DEFINITIONS AND ADMINISTRATION

Authority for grant of Licence

1.1 The Licensor warrants that:

- (a) the Premises is owned by the State of New South Wales and forms part of Crown Land reserved for public recreation within the meaning of the CL Act;
- (b) the Licensor is the duly appointed Crown Land Manager of the Premises within the meaning of section 3.3(1) of the CL Act; and
- (c) the Licensor is empowered pursuant to Division 3.4 of the CL Act to licence the Premises.

2 DEFINITIONS

In this Licence unless the contrary intention appears:

Access Plan means the drawing annexed to each Premises Appendix depicting the Premises and a description of the route of access to the Enclosed Area.

Base Annual Rent means:

- (a) the Initial Rent where the rent has not been redetermined or adjusted in accordance with sub-clauses 14.4 or 14.5 ; or
- (b) in any other case - the Rent as last redetermined or adjusted in accordance with those provisions;

Business Day means any day which is not a Saturday, Sunday or Public Holiday in New South Wales;

CL Act means the *Crown Land Management Act 2016* (NSW) as amended from time to time;

Commencement Date means the date referred to in Column 2 of Item 16 of Schedule 1;

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

Due Date means the date for payment of Rent under this Licence as is specified in Column 2 of Item 6, of Schedule 1;

Enclosed Area means the fenced area (which comprises the Premises and Third Party Exclusive Areas) described in each Premises Appendix as the Enclosed Area and shown on the Plan annexed to each Premises Appendix where land is, or is intended to be fenced;

Environmental Law means any law or state protection policy incorporated by reference to or being part of any Law relating to protection of the environment;

Expiry Date means the date referred to in Column 2 of Item 17 of Schedule 1;

"GST", "taxable supply", "consideration", "tax invoice" and "GST amount" have the meanings given to those terms in A New Tax System (Goods and Services Tax) Act 1999;

Hazardous Substance means a substance that because of its quality, concentration, acute or chronic toxic effects, carcinogenicity, teratogenicity, mutagenicity, corrosiveness, flammability, physical, chemical or infectious characteristics, may pose a hazard to property, human health or the environment when improperly treated, stored, disposed of or otherwise managed;

Improvements means any structure of a permanent nature attached to the land;

Initial Rent means the Rent payable under this Licence in respect of each Premises as is specified in Column 2 of Item 5 of Schedule 1;

Law includes the provisions of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise;

Licence means this licence including all Schedules and Annexures hereto;

Licensee means the licensee referred to in Column 2 of Item 2, of Schedule 1;

Licensor means the licensor referred to in Column 2 of Item 1 of Schedule 1 and includes its assigns and for the purpose of clauses 35, 36, 37, 38, 39, 40, 41, and 42 includes Her Majesty the Queen, the State of New South Wales and the Minister and their heirs, successors, agents, servants, employees and contractors;

Market Rent means the Rent as specified in Column 2 of Item 3, of Schedule 1 that would reasonably be expected to be paid for the site if it were offered for the same or a substantially similar use to which the site may be put under the Licence;

Market Rent Review Date means the date described as such in Column 2 of Item 8, of Schedule 1 and expressed as an absolute dollar or as a percent of the Market Rent;

Minister means the Minister administering the CL Act;

Party/Parties means the parties to this Licence;

Premises means the land and/or the buildings described in the Premises Appendix and on the plan annexed thereto;

Permitted Use means the use shown in Column 2 of Item 15, of Schedule 1;

Regulations means the Crown Lands Regulation 2006;

Rent means the Base Annual Rent calculated and payable upon each Due Date less any Rent Rebate granted to the Licensee together with all other payments due to be paid by the Licensee as Rent under this Licence;

Rent Rebate means such amount as specified in Column 2 of Item 4 of Schedule 1 given to the Licensee from the Licensor as per clause 14.6 as expressed either as an absolute dollar value or a percentage of the market value;

Sub-Licensee means a person who holds a sub-licence of any part of the Premises from the Licensee in accordance with the provisions of this Licence;

Tenant Fixtures means any plant or equipment, fittings or improvements in the nature of fixtures brought onto the Premises by, or on behalf of, or at the request of, the Licensee;

Term means the term of operation of this Licence in relation to the Premises;

Term of Agreement means the figure set out in Column 2 of Item 18, of Schedule 1;

Third Party Exclusive Areas means those areas that are exclusively for the use of third parties as shown on the Plan annexed to each Premises Appendix.

3 CONSTRUCTION

3.1 This Licence shall be constructed in accordance with this clause unless the context requires otherwise;

3.1.1 Plurals

Words importing the singular include the plural and vice versa;

3.1.2 Gender

Words importing any gender include the other gender;

3.1.3 Persons

A reference to a person includes:

- (a) an individual, a firm, unincorporated association, corporation and a government;
and
- (b) the legal personal representatives, successors and assigns of that person;

3.1.4 **Headings**

Headings (including any headings described as parts and sub-headings within clauses) wherever appearing shall be ignored in constructing this Licence;

3.1.5 **Clauses and sub-clauses**

- (a) A reference to a clause includes all sub-clauses, paragraphs, sub-paragraphs and other components which form part of the clause referred to;
- (b) A reference to a sub-clause includes any sub-paragraphs and other components of the sub-clause referred to;

3.1.6 **Time**

A reference to time is a reference to local Sydney time;

3.1.7 **Money**

A reference to \$ or dollars is a reference to the lawful currency of Australia;

3.1.8 **Defined Terms**

If a word or phrase is defined cognate words and phrases have corresponding definitions. A defined term, unless inconsistent with the context of its use, is denoted by the appearance of that word using a capital letter at the beginning of that word;

3.1.9 **Writing**

A reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form;

3.1.10 **Contra Preferentum**

No rules of construction shall apply to the disadvantage of any Party responsible for preparation of this Licence or any part of it;

3.1.11 **Statutes**

A reference to a Statute, Act, legislation, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them made by any legislative authority;

3.1.12 **Licence**

A reference to this Licence shall include any extension or variation of this Licence;

3.1.13 **Priorities**

If an inconsistency occurs between the provisions of this Licence and the provisions of a licence granted in accordance with this Licence, the provisions of this Licence shall prevail.

3.2 Warranties and Undertakings

- (a) The Licensee warrants that it:
 - (i) has relied only on its own inquiries about this Licence; and
 - (ii) has not relied on any representation or warranty by the Licensor or any person acting or seeming to act on the Licensor's behalf.
- (b) The Licensee shall comply on time with undertakings given by or on behalf of the Licensee.

3.3 Further Assurances

- (a) Each Party must do everything necessary to give full effect to this Licence.
- (b) Pursuant to clause 7, this Licence and any other agreement subsidiary to this Licence continue in full force and effect.

3.4 Relationship of Licensor and Licensee

Nothing contained or implied in this Licence shall be deemed or construed to create the relationship of partnership or of principal and agent or of joint venture between the Licensor and the Licensee. Specifically, the Parties understand and agree that neither the method of computation of Rent, nor any other provision, nor any acts of the Licensee and the Licensor or either of them will be deemed to create any relationship between them other than the relationship of Licensor and Licensee upon the terms and conditions only as provided in this Licence.

3.5 Time to be of the Essence

Where in any provision of this Licence a Party is given or allowed a specified time within which to undertake or do any act or thing or any power is conferred or any event occurs after the lapsing of a specified time, time shall be the essence of the contract in that regard.

4 SEVERABILITY

Any provision of this Licence which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or inability to enforce without invalidating the remaining provisions of such provisions in any other jurisdiction.

5 ESSENTIAL CONDITIONS OF LICENCE

The Licensor and the Licensee agree that the clauses specified in Column 2 of Item 19 of Schedule 1 are essential conditions of this Licence.

6 PERMITTED USE

6.1 Grant of Licence

The Licensor grants to the Licensee a right to occupy the area delineated on the plan annexed to the Premises Appendix "A" [ATTACH PLAN] for the Permitted Use.

6.2 Permitted Use only

The Licensee shall not:

- (a) use the Premises;
- (b) or allow them to be used (except pursuant to a Licence lawfully granted by the Licensor),

for any purpose other than the Permitted Use specified or referred to in Column 2 of Item 15 of Schedule 1.

6.3 No exclusive possession

The Licensee acknowledges that this Licence does not confer exclusive possession of the Premises upon the Licensee.

7 COMMENCEMENT OF LICENCE AND TERM

This Licence shall commence on the date (and where a time is specified or referred to at that time) specified or referred to in Column 2 of Item 16, of Schedule 1 and subject to clauses 10 and 11 shall continue in force until the Expiry Date (and where a time is specified or referred to at that time) specified or referred to in Column 2 of Item 17, of Schedule 1.

8 NO RIGHT TO PURCHASE OR TRANSFER OF LICENCE RIGHTS

8.1 In respect of this Licence, and without limitation, the grant of this Licence does not confer upon the Licensee:

- (a) a right to purchase or lease any part of the Premises; or
- (b) any tenancy or other estate or interest in any part of the Premises other than contractual rights as Licensee under this Licence.

8.2 Subject to any other provisions of this Licence the Licensee shall not during the Term of this Licence, sub-licence, part with possession of the Premises, transfer or create any interest in the Licence or authorise or permit any person to occupy the Premises without the prior written consent of the Licensor.

9 LICENSEE TO YIELD UP

9.1 The Licensee shall forthwith upon the termination of this Licence or any extension of it peaceably vacate the Premises at the Licensee's expense.

9.2 The Licensee shall:

- (a) remove all Licensee Fixture/s, signs, names, advertisements, notices or hoardings erected, painted, displayed, affixed or exhibited upon, to or within the Premises by or on behalf of the Licensee (other than a notice displayed by the Licensor); and
- (b) rehabilitate the Premises, (to the extent to which it has been altered or affected by the Licensee's occupation and use of the Premises) as nearly as practicable to the original condition before the installation of the Licensee's Fixtures to the reasonable satisfaction of the Licensor; and

- (c) ensure that when it vacates the Premises in relation to its occupation of the Premises under this Licence, the Premises comply with any Environmental Law to the extent applicable at the time of granting of this Licence; and
- (d) leave the Premises in a clean and tidy condition.

9.3 Sub-clause 9.2 does not apply unless the Licensor permits the Licensee to carry out any works on the Premises reasonably required in order to comply with that clause.

10 TERMINATION OF LICENCE – S3.43 TO APPLY

10.1 Without limiting the Licensee's statutory or other rights apart from this Licence, the Parties acknowledge that subject to subclause 10.2 this Licence shall terminate under section 3.43 of the CL Act if the Reserve is revoked or that part of the Reserve is revoked that comprises the whole or part of the Premises unless the revocation notification otherwise provides.

10.2 Where only part of the Premises is affected by the proposed revocation the Parties undertake to consult to determine if an agreement under Section 3.43(2) can be reached for the continuation of this Licence in respect to that part of the Premises not affected by the revocation.

10.3 The Licensee expressly acknowledges that as provided by Section 3.43(4) of the CL Act no compensation is payable in respect of the termination of this Licence by the operation of Section 3.43 and no compensation shall be payable.

11 TERMINATION OF LICENCE ON DEFAULT

11.1 The Licensor may terminate this Licence in the manner set out below in the following circumstances:

- (a) if the Rent or any part of it or any moneys owing to the Licensor under the Licence is or are in arrears for one month, whether formally demanded or not;
- (b) if the Licensee breaches an essential condition of this Licence or any rule or regulation made under this Licence;
- (c) if defects notified under a provision of this Licence are not remedied within the time specified in the notice;
- (d) if the Licensee is a corporation and an order is made or a resolution is passed for its winding up except for reconstruction or amalgamation;
- (e) if the Licensee is a company and ceases or threatens to cease to carry on business or goes into liquidation, whether voluntarily or otherwise, or is wound up or if a liquidator or receiver (in both cases whether provisional or otherwise) is appointed;
- (f) if the Licensee is a company and is placed under official management under corporations law or enters a composition or scheme of arrangement;
- (g) if the interest the Licensee has under this Licence is taken in execution;

- (h) if the Licensee or any person claiming through the Licensee conducts any business from the licensed Premises after the Licensee has committed an act of bankruptcy.

11.2 In the circumstances set out in sub-clause 11.1 the Licensor may end this Licence by:

- (a) notifying the Licensee that it is ending the Licence; or
- (b) re-entering the Premises, with force if necessary, and ejecting the Licensee and all other persons from the Premises and repossessing them; or
- (c) doing both.

11.3 If the Licensor ends this Licence under this clause, the Licensee shall not be released from liability for any prior breach of this Licence and other remedies available to the Licensor to recover arrears of Rent shall not be prejudiced.

11.4 If the Licensor ends this Licence under this clause or the Licence terminates under clause 10, the Licensor may remove the Licensee's property and store it at the Licensee's expense without being liable to the Licensee for trespass, detinue, conversion or negligence. After storing it for at least one month, the Licensor may sell or dispose of the property by auction or private sale. It may apply any proceeds of the auction or sale towards any arrears of Rent or other moneys or towards any loss or damage or towards the payment of storage and other expenses.

12 ACCEPTANCE OF RENT NOT WAIVER

Demand or acceptance of Rent or any other moneys due under this Licence by the Licensor after termination does not operate as a waiver of the termination.

13 HOLDING OVER BY LICENSEE

- (a) At the end of the Term of Agreement as specified in Column 2 of Item 18 of Schedule 1, the Licensee shall be entitled with the consent of the Licensor to remain in possession of the Premises on the following terms and conditions:
 - (i) the Licensee shall become a monthly tenant of the Licensor at a monthly rental equivalent to one twelfth proportion of the annual Rent payable at the time of expiration or sooner determination of this Licence;
 - (ii) the Licensee shall comply with and be bound by the terms and conditions of this Licence insofar as the terms and conditions are applicable, provided that the Licensor may from time to time by notice in writing served on the Licensee direct that any particular condition not apply or be amended in the manner set out in the notice.
- (b) The Licensor and the Licensee expressly agree that where any provision of this Licence confers any right, duty, power or obligation on a Party upon the expiration or determination of this Licence or on the Expiry Date and the Licensee is authorised to remain in possession of the Premises pursuant to a consent granted under this clause the emergence of the right, duty, power or obligation shall be postponed until such time as the Licensee ceases to be entitled to possession pursuant to this clause.

- (c) The tenancy created by operation of this clause may be determined by the Licensor serving on the Licensee a notice to quit. The notice shall take effect at the expiration of the period of one month from the date of service of the notice or such further period as may be specified in the notice.
- (d) The tenancy created by operation of this clause may be determined by the Licensee serving on the Licensor a notice stating that as from a date specified in the notice the tenancy is surrendered.

14 LICENSEE'S RENT AND OUTGOINGS

14.1 Licensee to Pay Rent

The Licensee covenants with the Licensor that the Licensee shall during the whole of the Term of Agreement and any extension of it pay the Rent to the Licensor in accordance with the provisions of this clause without demand free of exchange and without deduction whatsoever.

14.2 Goods and Services Tax

- (a) The Parties agree that all payments to be made and other consideration to be provided by the Licensee under the Licence are GST exclusive unless explicitly expressed otherwise. If any payment or consideration to be made or provided by the Licensee to the Licensor is for a taxable supply under the Licence on which the Licensor must pay GST and the Licensor gives the Licensee a tax invoice, the Licensee shall pay to the Licensor an amount equal to the GST payable ("the GST Amount") by the Licensor for that taxable supply upon receipt of that tax invoice.
- (b) The Parties agree that they are respectively liable to meet their own obligations under the GST Law. The GST Amount shall not include any amount incurred in respect of penalty or interest or any other amounts payable by the Licensor as a result of default by the Licensor in complying with the GST Law.

14.3 Rent and Adjusted Rent

The Licensee shall pay to the Licensor on the Commencement Date the Initial Rent and thereafter must pay on each Due Date, Rent in advance adjusted as provided in sub-clauses 14.4 and 14.5.

14.4 Calculation of Annual Rental Adjustment

- (a) On each anniversary of the Due Date the Rent will be adjusted in accordance with the following formula:

$$R = B \times \frac{C}{D}$$

where:

- R represents the Base Annual Rent following adjustment under this clause;
- B represents the Base Annual Rent before adjustment under this clause;
- C represents the Consumer Price Index Number for the last quarter for which such a number was published before the Due Date; and
- D represents the Consumer Price Index Number for the last quarter of the last adjustment of Rent for which such a number was published.

- (b) In the event that such index be discontinued or abolished the Minister or the Licensor may at his absolute discretion nominate another Index.
- (c) If the reference base for the Consumer Price Index is changed regard shall be had only to Index numbers published in terms of the new reference base or to Index numbers converted to the new reference base in accordance with an arithmetical conversion factor specified by the Australian Statistician.
- (d) Any Rent adjusted under this sub-clause shall be adjusted to the nearest whole dollar.
- (e) An adjustment of Rent made under this clause shall take effect on its Due Date, notwithstanding than any Rent notice to the Licensee is not issued until after that date specified or referred to in Column 2 of Item 6 of Schedule 1.

14.5 Market Rent Review

- (a) In addition to the Rent adjustment provided for in clause 14.4 the Rent may, subject to the following provisions of this clause, be redetermined to an amount that is the Market Rent on that date with effect on and from each Market Rent Review Date by the Licensor;
- (b) A redetermination of Rent for the purposes of sub-clause 14.5(a) shall be taken to have been made on the Market Rent Review Date if it is made at any time within the period of six months before and up to six months after that Market Rent Review Date specified or referred to in Column 2 of Item 8 of Schedule 1.
- (c) Where the Licensor does not redetermine the Rent as provided for in sub-clause 14.5(a) it may subsequently redetermine the Rent at any time before the next Market Rent Review Date. No succeeding Market Rent Review Date shall be postponed by reason of the operation of this clause.
- (d) A redetermination of Rent made under sub-clause 14.5(a) or 14.5(c) shall take effect and be due and payable on the next Due Date following the date of issue of the notice of redetermination (or where the said Due Date and the date of issue of the notice of redetermination are the same, then that date) even if the Licensee wishes to dispute the redetermination.

14.6 Rent Rebate for Charitable or Non Profit Organisations

- (a) At the absolute discretion of the Licensor, the Licensor may determine that the Licensee is entitled to a Rent Rebate on the basis that the Licensee is a recognised charitable or non profit organisation;
- (b) Subject to sub-clause 14.6(a), the Rent is calculated by subtracting the Rent Rebate from the Base Annual Rent but must exceed the statutory minimum rental applicable to tenures under the CL Act;
- (c) Where the Licensee is not entitled to a Rent Rebate, the Base Annual Rent applies.

15 CONTINUING OBLIGATION

The obligation of the Licensee to pay Rent is a continuing obligation during the Term of Agreement and any extension of it and shall not abate in whole or in part or be affected by any cause whatsoever.

16 NO REDUCTION IN RENT

Subject to this Licence the Licensee shall not without the written consent of the Licensor by any act, matter or deed or by failure or omission impair, reduce or diminish directly or indirectly the Rent reserved or imposed by this Licence. However, if at any time during the Licence:

- (a) some natural disaster or other serious event occurs which is beyond the reasonable control of the Licensee; and
- (b) as a result of the damage caused by the natural disaster or other serious event, the Licensee is not able to use the Premises in a reasonable manner,

the Licensee's obligations to pay Rent shall abate to the extent proportional to the effect on the Licensee's ability to occupy and use the Premises until the Premises are restored to a condition in which the Licensee is able to conduct the Licensee's activities and/or occupy the Premises in a reasonable manner.

17 LICENSEE TO PAY RATES

- 17.1 The Licensee shall when the same become due for payment pay all (or in the first and last year of the Term of Agreement the appropriate proportionate part) rates, taxes, assessments, duties, charges and fees whether municipal, local government, parliamentary or otherwise which are at any time during the currency of this Licence separately assessed and lawfully charged upon, imposed or levied in respect of the Licensee's use or occupation of the Premises to the extent referable to the Licensee's use or occupation of the Premises.
- 17.2 Where the Licensor requires evidence for such payments the Licensee shall produce such evidence within ten Business Days after the respective due dates for payment.
- 17.3 In the case where such rates, taxes, duties and fees so covenanted to be paid by the Licensee are not paid when they become due the Licensor may if it thinks fit pay the same and any such sum or sums so paid may be recovered by the Licensor as if such sums were Rent.

18 LICENSEE TO PAY OTHER CHARGES

The Licensee shall pay all other fees, charges and impositions for which it may properly be liable which are imposed by an authorised third party and which are at any time during the Term of Agreement payable in respect of the Premises or on account of the use and occupation of the Premises by the Licensee.

19 LICENSEE TO PAY FOR SERVICES

The Licensee shall as and when the same become due for payment pay to the Licensor or to any other person or body authorised to supply the same all proper charges for

gas, electricity, water or other services supplied to the Licensee or consumed in or on the Premises, by the Licensee.

20 LICENSEE TO PAY COST OF WORK

Whenever the Licensee is required under this Licence to do or effect any act, matter or thing then the doing of such act matter or thing shall unless this Licence otherwise provides be at the sole risk, cost and expense of the Licensee.

21 COSTS PAYABLE BY LICENSEE TO LICENSOR

Except when law limits costs being recovered from a Licensor by a Licensee, the Licensee shall pay in full the Licensor's reasonable legal costs, the fees of all consultants and all duties fees, charges and expenses incurred reasonably, properly and in good faith by the Licensor in consequence of or in connection with or incidental to:

- (a) the preparation and completion of this Licence;
- (b) any variation of this Licence made otherwise than at the request of the Licensor;
- (c) any application for the consent of the Licensor (and the Minister if applicable) under this Licence;
- (d) any and every failure to comply breach or default by the Licensee under this Licence;
- (e) the exercise or attempted exercise of any right power privilege authority or remedy of the Licensor under or by virtue of this Licence;
- (f) the examination of plans, drawings and specifications of any improvement erected or constructed or to be erected or constructed on the Premises by the Licensee and the inspection of it, in this case the costs to be mutually agreed;
- (g) any entry, inspection, examination, consultation or the like which discloses a breach by the Licensee of any covenant of this Licence;
- (h) the Licensee requiring the Licensor to do any act, matter or thing under this Licence, unless otherwise provided for in this Licence.

22 COSTS PAYABLE BY LICENSOR

The Licensor shall pay its own direct and external consultants costs in relation to any rental redetermination matter without reimbursement from the Licensee.

23 INTEREST ON OVERDUE MONEYS

The Licensee shall pay interest to the Licensor on any moneys due and payable under this Licence or on any judgment in favour of the Licensor in an action arising from this Licence until all outstanding moneys including interest are paid in full. The rate of interest applicable is the rate set by the Licensor's Bank for the time being as its benchmark rates for overdrafts of one hundred thousand dollars (\$100,000.00) or more. Interest shall accrue and be calculated daily.

24 MANNER OF PAYMENT OF RENT AND OTHER MONEYS

The Rent and other moneys payable in accordance with this Licence shall be paid to the address or bank account specified in Column 2 of Item 9, of Schedule 1 or to such other person or at such other address as the Licensor may from time to time direct by notice in writing served on the Licensee.

25 OBLIGATIONS AND RESTRICTIONS RELATING TO PREMISES

25.1 Access

Subject to the sub-clauses hereunder the Licensor confirms that the Licensee shall have unfettered and free access to and from, the Premises at all times, provided however that:

- (a) The Licensee shall strictly observe the reasonable directions and requirements of the Licensor at all times regarding the methods and routes of access to the Premises taken by the Licensee;
- (b) If the Licensee has shown the position of its intended access on the Access Plan [INSERT DETAIL ON ATTACHED PLAN] and described the nature of the activity to be conducted on the land at those positions, then in respect of that access, the Licensor shall not require further notice;
- (c) The Licensee as far as is practicable, shall be required to use existing access tracks to, from, within and surrounding the Premises;

25.2 Entry by the Public

The Licensee shall allow the public to have right of access over that part of the Premises as specified in Column 2 of Item 20, of Schedule 1 and any such part of the Premises shall be suitably signposted. Otherwise the Licensee may prohibit unauthorised entry to the remainder of the Premises. If required by the Licensor plans showing the areas where public access is authorised and unauthorised shall be displayed in a prominent location at the entrance to the Premises.

25.3 Additions and Alterations

The Licensee shall not make any additions or alterations to the Premises without first obtaining the written consent of the Licensor both under the Licence and in its role as the statutory planning authority (and the Minister where required by section 2.23 of the CL Act) . Any additions or alterations consented to by the Licensor (and the Minister where applicable) shall be carried out at the Licensee's expense.

25.4 Maintenance of Premises and Enclosed Areas

The Licensee shall keep the Premises, and shall ensure that the Premises are kept clean and tidy and in good order and condition, having regard to the extent of the Licensee's occupation of the Premises under this Licence.

25.5 Licensee to erect barricades etc

Where the Premises or any part of the Premises become to the knowledge of the Licensee (or which ought reasonably to be in the knowledge of the Licensee) unsafe, hazardous or

dangerous the Licensee shall forthwith erect such warning signs, fences and barricades as may be necessary until the Premises are rendered safe.

25.6 No residence on Premises

The Licensee shall not reside or permit any other person to reside on the Premises, unless Schedule 2, Special Conditions, permit otherwise.

25.7 Licensee not to remove material

- (a) The Licensee shall not mine, remove, extract, dig up or excavate any sand, stone, gravel, clay, loam, shell or similar substance from, on or in the Premises or permit any other person to undertake such action without the prior consent in writing of the Licensor (and the Minister if required by the CL Act) and subject to such conditions as the Licensor (or the Minister if applicable) may determine.
- (b) Sub-clause 25.7(a) does 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 any such removal, digging up or excavation is undertaken in accordance with the requirements of that authorisation.
- (c) A failure by the Licensee to comply with any condition imposed pursuant to sub-clause 25.7(a) constitutes a failure by the Licensee to comply with a provision or covenant of this Licence.

25.8 Licensee not to burn off

The Licensee shall not carry out any burning off on the Premises except with the prior consent of the Licensor 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 clause shall be subject to such reasonable conditions as the Licensor may impose.

25.9 Rodents and Vermin

The Licensee shall take all reasonable precautions to keep the Premises free of rodents, vermin, insects and pests and shall in the event of failing to do so if required by the Licensor employ from time to time a duly certified pest exterminator at cost of the Licensee and as approved by the Licensor whose approval will not be unreasonably withheld. In performing its obligations pursuant to this clause the Licensee and any one acting on the Licensee's behalf shall not use any substance or undertake any activity prohibited by any legislation.

26 ADVERTISING

- (a) The Licensee shall not permit to be displayed or placed on the Premises or any part of them any sign, advertisement or other notice without first obtaining the Licensor's written consent other than safety signs, in respect of which the Licensor's consent shall not be required; and
- (b) The Licensor may at any time by notice in writing require the Licensee to discontinue to use any piece or mode of advertising to which the Licensor has granted consent under sub-clause 26(a) which in the opinion of the Licensor

has ceased to be suitable or has become unsightly or objectionable and the Licensee on receipt of the notice shall comply accordingly.

27 NOTIFICATION OF ACCIDENT

The Licensee shall give to the Licensor prompt notice in writing of any serious accident or serious defect at or in the Premises or any part of them unless the defect or accident is capable of being and is promptly remedied by the Licensee.

28 LICENSEE NOT TO COMMIT NUISANCE ETC

The Licensee shall not:

- (a) carry on or permit to be carried on at the Premises any noxious, nuisance or offensive trade or business; or
- (b) carry on or permit to be carried on at the Premises any act, matter or thing which results in nuisance damage or disturbance to the Licensor or owners or occupiers of adjoining or neighbouring lands or buildings; or
- (c) use the Premises for any illegal activity.

29 HAZARDOUS SUBSTANCES

The Licensee shall not keep any Hazardous Substance on the Premises without prior consent of the Licensor, which consent shall not be unreasonably withheld.

30 RELICS

- (a) Unless authorised to do so by a permit under section 87 or a consent under section 90 of the National Parks and Wildlife Act 1974 and subject to observance and compliance with any conditions imposed on the grant of such permit or consent the Licensee shall not knowingly disturb, destroy, deface or damage any aboriginal relic or place or other item of archaeological significance within the Premises and shall take every reasonable precaution in drilling excavating or carrying out other operations or works in the Premises against any such disturbance, destruction, defacement or damage.
- (b) If the Licensee becomes aware of any aboriginal relic or place or other item of archaeological significance within the Premises the Licensee shall within 24 hours notify the Licensor and the Director-General of the Department of Environment and Conservation of the existence of such relic place or item.
- (c) The Licensee shall not continue any operations or works on the Premises likely to interfere with or disturb any relic, place or item referred to in sub- clause 30(b) without the approval of the Director-General of the Department of Environment and Conservation and the Licensee shall observe and comply with all reasonable requirements of the said Director-General in relation to carrying out the operations or works.

31 ARTEFACTS

All fossils, artefacts, coins, articles of value, articles of antiquity, structure and other remains or things of geological historical or archaeological interest discovered on or under the surface of the Premises shall be deemed to be the absolute property of the Licensor and the Licensee shall as authorised by the Licensor watch or examine any excavations and the Licensee shall take all reasonable precautions to prevent such articles or things being removed or damaged and shall as soon as practicable after discovery thereof notify the Licensor of such discovery and carry out the Licensor's orders as to the delivery up to or disposal of such articles or things at the Licensor's expense.

32 OWNERSHIP AND REMOVAL OF TENANT FIXTURES AND IMPROVEMENTS

- (a) During the Term of Agreement and any extension of it, ownership of Tenant Fixtures vests in the Licensee. Notwithstanding anything contained in this Licence, so long as any Rent or other moneys are due by the Licensee to the Licensor or if the Licensee has committed any breach of this Licence which has not been made good or remedied and whether the Licensee is still in possession or not, the Licensee shall not be entitled to remove any of the Tenant Fixtures, fittings or equipment from the Licensed property.
- (b) Upon expiry of the Licence all Improvements undertaken by the Licensee become the property of the Licensor.

33 GENERAL REQUIREMENT TO REPAIR

Without prejudice to the specific obligations contained in this Licence the Licensee shall to the satisfaction of the Licensor at all times keep the Premises in good repair and properly maintained in all respects.

34 BREAKAGES

The Licensee shall immediately at the Licensee's expense make good any breakage defect or damage to the Premises (including but not limited to broken glass) or to any adjoining premises or to any facility or appurtenance of the Licensor occasioned by want of care, misuse or abuse on the part of the Licensee or the Licensor's other Licensees occupants occupiers or other persons claiming through or under the Licensee or otherwise occasioned by any breach or default of the Licensee hereunder.

35 INDEMNITIES AND INSURANCE

35.1 Indemnity for use of Premises

- (a) The Licensee shall indemnify and keep indemnified the Licensor from and against all actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, legal costs, charges and expenses whatsoever to which the Licensor shall or may be or become liable for or in respect of the Licensee's occupation operation and use of the Premises or for or in respect of all losses, damages, accidents or injuries of whatsoever nature or kind and howsoever sustained or occasioned (and whether to any property or to any person or resulting in the destruction of any property or the death of any person or not) at or upon the Premises or originating on the Premises although occurring or sustained outside the same except to the extent that any such claims and demands:

- (i) arise from or are contributed to by the negligence or wilful act or omission on the part of the Licensor; or
- (ii) arise from the occupation, operation or use of the Premises by any other occupier, or the acts of any person who has access to the Premises with the consent of another occupier, and the Licensor is adequately indemnified by that other occupier in respect of the relevant claim or demand, and the Licensor shall use its reasonable endeavours to ensure that an indemnity in this form is contained in any agreement with any other occupier of the Premises.

35.2 Indemnity Continues After Expiration of Licence

The obligations of the Licensee under this clause continue after the expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination for the period limited by the Statute of Limitations.

35.3 Exclusion of Consequential Loss

Despite any other provision of this Licence, both Parties exclude, and agree that they shall have no rights against the other for liability for consequential or indirect loss arising out of this Licence including (without limitation) in respect of loss of profits or loss of business. This clause does not apply in respect of wilful acts by either Party.

36 INSURANCE - PUBLIC RISK

The Licensee shall effect and maintain with a reputable and solvent insurer with respect to the Premises and the activities carried on in the Premises public risk insurance for an amount not less than the amount set out in Column 2 of Item 12, of Schedule 1 or such other amount as the Licensor may from time to time reasonably require as the amount payable in respect of liability arising out of any one single accident or event. The Licensor acknowledges that the Licensee may effect the public risk insurance pursuant to an insurance policy which is not specific as to the location of risk.

37 PROVISIONS RE POLICIES

- (a) All insurance policies required to be effected by the Licensee pursuant to this Licence are specified in Schedule 2, Special Conditions and shall be in place prior to the Licensee occupying the Premises.
- (b) The Licensee shall produce to the Licensor, once per calendar year or once per period of insurance (whichever first occurs), a certificate of insurance and/or a certificate of currency in respect of the insurance policies required to be effected by the Licensee pursuant to this Licence.
- (c) The Licensee shall not at any time during the Term of Agreement do or bring upon the Premises anything which it ought reasonably believe may render void or voidable any policy of insurance. If the Licensee brings anything onto the Premises whereby the rate of premium on such insurance is liable to be increased, the Licensee shall obtain insurance cover for such increased risk and pay all additional premiums on the Premises required on account of the additional risk caused by the use to which the Premises are put by the Licensee.

- (d) The Licensee shall use all reasonable endeavours to ensure that full, true and particular information is given to the office or company with which the said insurances are effected of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or policies of insurance or the payment of all or any moneys there under.

38 INDEMNITY FOR NON-COMPLIANCE WITH LEGISLATION

The Licensee shall indemnify and keep indemnified the Licensor from and against any and all actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, legal costs, charges and expenses whatsoever arising from the non-compliance by the Licensee with any New South Wales or Commonwealth legislation that may apply to the Licensee's use and occupation of the site and access thereto and the Licensee's operation of their business from the site and access thereto.

This clause shall not merge on the expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination.

39 INDEMNITY FOR BREACH OF ENVIRONMENTAL LAW

Without prejudice to any other indemnity granted by this Licence, the Licensee shall indemnify and keep the Licensor indemnified against all claims whatsoever arising from a breach by the Licensee of any Environmental Law which breach is in relation to the Premises. This clause shall not merge on expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination.

40 NO LIABILITY FOR FAILURE OF SERVICES

The Licensor shall not be under any liability for any loss, injury or damage sustained by the Licensee or any other person at any time as a result of or arising in any way out of the failure of the electricity, telephones, gas, water supply, sewerage, drainage or any other services or facilities provided by the Licensor or enjoyed by the Licensee in conjunction with the Premises or this Licence provided that such failure is not due to the negligent or wilful act or omission of the Licensor its servants or agents.

41 LICENSEE NOT TO IMPOSE LIABILITY ON LICENSOR

Subject to any other provision of this Licence, the Licensee shall not without the written consent of the Licensor by any act, matter or deed or by failure or omission cause or permit to be imposed on the Licensor any liability of the Licensee under or by virtue of this Licence even though the Licensee is entitled to do so under any law present or future or otherwise.

42 RELEASE OF LICENSOR FROM LIABILITY

- (a) The Licensee shall occupy, use and keep the Premises at the risk of the Licensee and hereby releases to the full extent permitted by law the Licensor from all claims and demands of every kind resulting from any accident, damage or injury occurring therein but excluding such claims and demands to the extent that such claims and demands arise out of the negligent or wilful acts omissions or default of the Licensor and the Licensor shall have no responsibility or liability

for any loss of or damage to fixtures and/or personal property of the Licensee or any agent or servant of the Licensee or of any member of the public whilst in or upon the Premises but excluding such loss or damage claims and demands to the extent that such loss or damage, claims and demands arise out of the negligent acts or wilful omissions or default of the Licensor.

- (b) The obligations of the Licensee under this clause shall continue after the expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination for which the Licensee is responsible. Such obligation is to be governed by the Statute of Limitations.

43 LICENSOR'S WARRANTIES AND COVENANTS

43.1 Hazardous Chemicals

The Licensor warrants that it has not received any notice pursuant to the Environmentally Hazardous Chemical Act, 1985 (NSW).

44 LICENSOR'S POWERS AND FUNCTIONS

44.1 Approval by Licensor

- (a) In any case where pursuant to this Licence the doing or executing of any act, matter or thing by the Licensee is dependent upon the approval or consent of the Licensor such approval or consent shall not be effective unless given in writing and may be given or withheld (unless the context otherwise requires) by the Licensor and may be given subject to such conditions as the Licensor may determine unless otherwise provided in this Licence provided such consent or approval is not unreasonably withheld or such terms and conditions are not unreasonable.
- (b) Any failure by the Licensee to comply with a condition imposed by the Licensor pursuant to sub-clause 44.1(a) constitutes a failure by the Licensee to comply with a condition of this Licence.

45 APPLICATION OF CERTAIN STATE AND COMMONWEALTH LAWS

45.1 Proportionate Liability

Part 4 of the Civil Liability Act 2002 (NSW) does not apply to this Licence.

45.2 Licensee to Comply with all Commonwealth and NSW State Laws

- (a) The Licensee shall comply with the requirements of all Statutes, regulations or by-laws and requirements of all relevant public and local authorities in so far as they apply in relation to the use and occupation of the Premises to the extent to which the Licensee is bound at law to comply with the same and nothing in this Licence affects this obligation.
- (b) The Licensee shall forthwith on being served with a notice by the Licensor comply with any notice or direction served on the Licensor by a competent

authority relating to the destruction of noxious animals or plants or pests or the carrying out of repairs alterations or works on or to the Premises.

45.3 Licensee to Comply with Environmental Laws

In relation to its use of the Premises, the Licensee shall, during the Term of Agreement, and in relation to the Premises:

- (a) comply with relevant Environmental Law;
- (b) use its best endeavours to prevent a breach of any Environmental Law;
- (c) report any breach even if accidental; and
- (d) provide to the Licensor as soon as reasonably practicable details of notices received by or proceedings commenced against the Licensee pursuant to an Environmental Law:
 - (i) relating to a breach or alleged breach by the Licensee of an Environmental Law; or
 - (ii) requiring the Licensee to carry out works to decrease the affectation of the Premises by any Hazardous Substance.

45.4 Licensee's Failure to Comply with Statutory Requirements

Where the Licensee breaches any law in relation to its use of the Premises it is taken to breach a condition of the Licence, provided that:

- (a) the Licensee has been found guilty of the breach, and
- (b) the Licensor determines that the breach warrants the termination of the Licence.

46 NOTICES

46.1 Service of Notice on Licensee

Any notice served by the Licensor or Guarantor on the Licensee must be in writing and shall be sufficiently served if:

- (a) served personally or left addressed to the Licensee at the address stated in Column 2 of Item 10, of Schedule 1 or such other address as the Licensee notifies in writing to the Licensor and Guarantor; or
- (b) sent by email to the Licensee's email address stated in Column 2 of Item 10, of Schedule 1 or such other address as the Licensee notifies in writing to the Licensor and Guarantor;
- (c) sent by facsimile to the Licensee's facsimile number stated in Column 2 of Item 10, of Schedule 1 or such other number as the Licensee notifies in writing to the Licensor and Guarantor; or
- (d) forwarded by prepaid security mail addressed to the Licensee at the address stated in Column 2 of Item 10, of Schedule 1;

and every such notice must also be served on the Licensee's solicitors as they may be nominated from time to time, or such other address or facsimile number as the Licensee's solicitors notify in writing to the Licensor and Guarantor, by any methods identified in subclauses 46.1 (a), (b) and (c).

46.2 Service of Notice on Licensor

Any notice served by the Licensee or Guarantor on the Licensor must be in writing and shall be sufficiently served if:

- (a) served personally or left addressed to the Licensor at the address stated in Column 2 of Item 11, of Schedule 1 or such other address as the Licensor notifies in writing to the Licensee and Guarantor; or
- (b) sent by email to the Licensor's email address stated in Column 2 of Item 11, of Schedule 1 or such other address as the Licensor notifies in writing to the Licensee and Guarantor;
- (c) sent by facsimile to the Licensor's facsimile number stated in Column 2 of Item 11, of Schedule 1 or such other number as the Licensor notifies in writing to the Licensee and Guarantor; or
- (d) forwarded by prepaid security mail addressed to the Licensor at the address stated in Column 2 of Item 11, of Schedule 1

and every such notice must also be served on the Licensor's solicitors, as they may be nominated from time to time, or such other address or facsimile number as the Licensor's solicitors notify in writing to the Licensee and Guarantor, by any methods identified in subclauses 46.2 (a), (b) and (c).

46.3 Notices

- (a) Any notice served by the Licensor, the Licensee and the Guarantor under this Licence shall be effective if signed by a director or secretary or the solicitors for the Party giving the notice or any other person or persons nominated in writing from time to time respectively by the Licensor, the Licensee or the Guarantor to the others.
- (b) Any notice sent by prepaid security mail shall be deemed to be served at the expiration of 2 Business Days after the date of posting.
- (c) Any notice sent by facsimile machine shall be deemed to be served on the first Business Day after the date of transmission (provided that the sending Party receives a facsimile machine verification report indicating that the notice has been transmitted).

47 PROCEDURE - DISPUTE RESOLUTION

- (a) In the event that the Licensor and the Licensee are in dispute regarding any matter relating to or arising under this Licence or in respect of any approvals or consents to be granted by the Licensor (except those approvals or consents where the Licensor has an obligation to act reasonably) to the Licensee hereunder or where it is acting in its statutory capacity, then either the Licensor or the Licensee may give notice and particulars of such dispute to the other Party.

- (b) Where a notice of dispute is served pursuant to this clause the Parties agree to enter into informal negotiations to try and resolve the dispute in good faith and in an amicable manner.
- (c) If the dispute is not resolved informally within 21 days of service of written notification, the Parties may confer with a mutually agreed third party whose role will be to assist in the resolution of the dispute by mediation or expert appraisal of the dispute. The Parties agree to provide all information and assistance reasonably requested by such third party, including access to any accounting or other business records relating to or arising out of the Licence.
- (d) A third party appointed in accordance with this clause may decide in which proportions any fees will be borne by the respective Parties. In the absence of any such decision by the third party fees shall be borne equally by the Parties.
- (e) Neither Party shall be entitled to commence or maintain any proceedings in any court or tribunal until negotiations or mediations have taken place pursuant to this clause except where either Party seeks urgent interlocutory relief.
- (f) Either Party may at any time bring negotiations or mediation to an end by serving upon the other Party written notice stating that the dispute has failed to be resolved. Upon service of such notice both Parties shall be entitled to pursue any legal remedies available to them in relation to the dispute. This sub-clause does not in any way limit a mediator's power to apportion fees under sub-clause 47(d).
- (g) Notwithstanding the existence of a dispute under this or any other clause of this Licence the Parties must, unless acting in accordance with an express provision of this Licence, continue to perform their obligations under this Licence.

MISCELLANEOUS

48 NO MORATORIUM

Any present or future legislation which operates to vary obligations between the Licensee and the Licensor, except to the extent that such legislation is expressly accepted to apply to this Licence or that its exclusion is prohibited, is excluded from this Licence.

49 NO WAIVER

No waiver by a Party of any breach of any covenant obligation or provision in this Licence either express or implied shall operate as a waiver of another breach of the same or of any other covenant obligation or provision in this Licence contained or implied. None of the provisions of this Licence shall be taken either at law or in equity to have been varied waived discharged or released by a Party unless by express consent in writing.

50 NO MERGER

Nothing in this Licence merges, postpones, extinguishes lessens or otherwise prejudicially affects the rights and remedies of the Parties under this Licence or under any other agreement.

51 COUNTERPARTS

- (a) A Party may execute this Licence by signing any counterpart.
- (b) All counterparts constitute one document when taken together.

52 CONTACT PERSON

The Licensor, the Licensee and the Guarantor each must nominate a person to contact about matters arising under this Licence. The person so nominated is the person referred to in Column 2 of Items 13, 14 and 14A, of Schedule 1 or such other person as the Licensor, Licensee or Guarantor nominates in writing to the other parties from time to time.

53 APPLICABLE LAW

This Licence shall be construed and interpreted in accordance with the law of New South Wales.

54 NO HOLDING OUT

The Licensee shall not in connection with the Premises or otherwise directly or indirectly hold out or not permit to be held out to any member of the public any statement, act, deed, matter or thing indicating that the Premises or the business conducted or operated thereon or any parts or parts thereof are or is being carried on or managed or supervised by the Licensor nor shall the Licensee act as or represent itself to be the servant or agent of the Licensor.

55 WHOLE AGREEMENT

- (a) The provisions contained in this Licence expressly or by statutory implication cover and comprise the whole of the agreement between the Parties.
- (b) No further or other provisions whether in respect of the Premises or otherwise shall be deemed to be implied in this Licence or to arise between the Parties hereto by way of collateral or other agreement by reason or any promise representation warranty or undertaking given or made by any Party hereto to another on or prior to the execution of this Licence.
- (c) The existence of any such implication or collateral or other agreement is hereby negatived.

56 SPECIAL CONDITIONS

The Special Conditions set out in Schedule 2 apply and form part of this Licence.

SCHEDULE 1

Item	Clause	Column 1	Column 2
1	2	Licensor	Randwick City Council ABN 77 362 844 121 of 30 Frances Street, Randwick NSW 2031
1A	2	Guarantor	South Sydney District Rugby League Football Club Limited ABN 28 002 487 390
2	2	Licensee	South Sydney Members Rugby League Football Club Limited ABN 40 118 320 684
3	2	Market Rent	[INSERT \$xx pa] (a)
4	2	Rent Rebate	Not applicable
5	2	Initial Rent	
6	2	Due Date	Monthly in advance
7	14.4	Annual Rental Adjustment	As adjusted in line with the Licensor's adopted fees and charges
8	14.5	Market Rent Review Date	
9	24	Address for Payment of Rent [OPTIONAL] Electronic Funds Transfer details for payment of rent	Randwick City Council 30 Frances Street, Randwick NSW 2031 or as may be directed from time to time.
10	46.1	Licensee's address for Service of Notices	[INSERT address of Licensee] Attention: Phone: Facsimile: Email:
11	46.2	Licensor's address for Service of Notices	Randwick City Council 30 Frances Street Randwick NSW 2031 Attention: General Manager Phone: 9093 6900 Facsimile: 9319 1510 Email: council@randwick.nsw.gov.au

11A	Special Condition 12	Guarantor's address for Service of Notices	[INSERT address of Licensee] Attention: Phone: Facsimile: Email:
12	36	Public Risk Insurance amount	\$50 Million
3	52	Licensor's Contact Person	Coordinator Property & Insurance 9093 6000 council@randwick.nsw.gov.au
14	52	Licensee's Contact Person	[INSERT contact details]
14A	52	Guarantor's Contact Person	[INSERT contact details]
15	6	Permitted Use	Sporting Field: Primarily for training of team members, occasionally to run commercial and community activities such as practice matches, sponsor events and community events/clinics and other ancillary uses.
16	7	Commencement Date	
17	7	Expiry Date	
18	2	Term of Agreement	21 years
19	5	Essential Conditions of Licence	Clauses 6.2, 6.3, 8, 14, 16, 17, 18, 19, 33, 36, 37, 38, 45.2, 45.3, 45.4
20	25.2	Entry by the public	Sporting Field: based on casual booking system managed by the Licensor subject to the minimum of 1,112 hours available to the Licensee.

End of Schedule 1

Schedule 2 Special Conditions

Special conditions to be listed

1. Definitions

In this Licence:

- (a) **Agreement for Lease and Licence** means the agreement for lease and licence dated [insert] between the Licensor, the Licensee and the Guarantor;
- (b) **CHPC** means the community and high performance training centre development on the Land of which the Premises form part;
- (c) **Club Calendar** means a pre-determined schedule agreed with the Licensor prior to the Commencement Date and within one month prior to each anniversary of the Commencement Date;
- (d) **Guarantee and Indemnity** means the guarantee and indemnity in clause 11;
- (e) **Guaranteed Money** means all amounts payable by the Licensee under this Licence, the Lease and the Agreement for Lease and Licence;
- (f) **Guarantor** means the guarantor referred to in Column 2 of Item 1A of Schedule 1;
- (g) **Land** means the land described as Part of Crown Reserve No. 81741, Part Lot 7026 in Deposited Plan 1026884 of which the Premises form part.
- (h) **Lease** means the lease between the Licensor, the Licensee and the Guarantor dated the same date for that part of the CHPC for exclusive use by the Licensee; and
- (i) **Sporting Field** means the area of approximately 14,091 square metres as shown delineated and marked [A] on the Premises Plan.

2. Management and use of the Sporting Field

- (a) The Licensee may use the Sporting Field for the Permitted Use for up to 1,112 hours per annum in accordance with the Club Calendar.
- (b) The parties may agree an amendment to the Club Calendar not more than [6] times a year subject to availability of the Sporting Field or ability for a pre-existing booking to be rescheduled.
- (c) The Sporting Field must be available for use by the Licensor or the Licensor's invitees and authorised users (including Souths Cares) for at least 400 hours per annum.
- (d) In using the Sporting Field, the Licensor must not allow its invitees or authorised users to carry out activities that could reasonably be foreseen to adversely impact on the playing surface and use reasonable endeavours to cancel events if the proposed activities could reasonably be foreseen to adversely impact on the playing surface of the Sporting Field based on the forecasted weather conditions at the time.

- (e) The Licensee must maintain the Sporting Field to at least a class "A" ground (Coogee oval standard) at its discretion and at its cost. The Licensee must promptly repair any damage to the Sporting Field at its cost.
- (f) The Lessee must put in place and implement a maintenance plan for the Sporting Field, with a copy to be provided to the Licensor when requested.
- (g) The Licensor must provide a monetary contribution of \$67,680 per annum (adjusted for CPI) to the Licensee to maintain the Sporting Field to a class "A" ground standard and the Licensee must pay any additional costs to maintain and repair the Sporting Field to a higher standard.
- (h) The Licensee must provide a report to the Licensor on each anniversary of the Commencement Date containing proof of annual maintenance of the Sporting Field to the relevant standard, including copies of invoices, maintenance program costs and details of contractors.

3. Insurance

The Licensee must during the Term:

- (a) insure all property and contents (whether or not originally supplied by the Licensor or Licensee) for the full insurable replacement value;
- (b) take out and maintain workers' compensation insurance as required by law; and
- (c) insure against each other risk, including consequential loss required by the Licensor (acting reasonably).

4. Insurance Policy

In addition to complying with the obligations in clauses 48 and 49, the Licensee must ensure that each insurance policy is effected:

- (a) is effected in the name of the Licensee and noting the interest of the Minister, Licensor (except for the Licensee's property and contents insurance);
- (b) is effected in respect of the Premises; and
- (c) is effected with an insurer of good repute and sound financial backing which conducts business in Australia and is approved by the Licensor.
- (d) A copy of the certificate of currency must be provided to the Licensor on an annual basis on renewal.

5. Rent not to decrease

The Rent following an adjustment must not be less than the Rent payable immediately prior to the adjustment date.

6. Signage

- (a) Subject to the prior consent of the Licensor (not to be unreasonably withheld or delayed) and the Licensee obtaining the relevant approvals under the *Environmental Planning & Assessment Act 1979* (NSW) or its successor or other applicable

legislation, the Licensee may erect signage in the Licensed Areas for the Licensee's commercial partners on the terms in this special condition.

- (b) The Licensee must first seek the Licensor's approval to submit any application for planning permission in respect of the proposed signage. The Licensee must pay for the Licensor's reasonable costs to consider the request and pay for all the Licensee's costs of seeking planning permission.
- (c) The Licensor may impose conditions to its consent to the proposed signage such as in respect of the size, location and format of the proposed signage or requiring payment of a licence fee.
- (d) The Licensee acknowledges and agrees that it will not be unreasonable for the Licensor to withhold consent if the commercial partner and or proposed signage are not consistent with the policies of the Licensor or the values, branding, reputation or ethical considerations that the Licensor wants to promote.
- (e) If the Licensor requires, the Licensee must enter into an agreement documenting the terms and conditions of the signage contemplated under this special condition. The Licensor and the Licensee must agree the terms and conditions of the commercial signage (both acting reasonably) and share the proceeds from any commercial signage in proportions as follows:
 - (i) Licensor: 50%; and
 - (ii) Lessee: 50%.

7. Advertising

Clause 26 is amended to be as follows:

- “(a) The Licensee acknowledges that advertising on the Sporting Field (other than safety signs, directional signs and other signs or images which will not generate revenue) will be managed by the Licensor separately to the licences for use of the Sporting Field.
- (b) The Licensee shall not permit to be displayed or placed on the Premises or any part of them any sign, advertisement or other notice without first obtaining the Licensor's written consent and entering into such other documents or agreements as the Licensor requires (other than safety signs, in respect of which the Licensor's consent shall not be required); and
- (c) The Licensor may at any time by notice in writing require the Licensee to discontinue to use any piece or mode of advertising to which the Licensor has granted consent under sub-clause 26(a) which in the opinion of the Licensor has ceased to be suitable or has become unsightly or objectionable and the Licensee on receipt of the notice shall comply accordingly.

8. Non fetter

Nothing in this Licence shall be construed as requiring the Licensor to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

9. Interdependent

- (a) This Licence and the Lease are interdependent so that default by a party (**Defaulting Party**) under this Licence may be treated by the other parties as a default by the Defaulting Party under the Lease and vice versa.
- (b) If the Lease is terminated, this Licence is terminated and vice versa.

10. Aboriginal Land Claims

- (a) In this special condition, **Aboriginal Land Claims** means Claim 28772 lodged 20/08/2010 by the La Perouse Local Aboriginal Land Council.
- (b) The Aboriginal Land Claims were lodged over the Land pursuant to the *Aboriginal Land Rights Act 1983 (ALR Act)* and remain undetermined at the date of this Licence.
- (c) The Licensor must notify the Licensee promptly after an Aboriginal Land Claim is determined including details of the outcome of the claim and the duration of any appeal period available to the Licensor or the relevant Aboriginal Land Council (as applicable).
- (d) During the Term, the Licensor must use reasonable endeavours to:
 - (i) obtain a final determination of the Aboriginal Land Claims or any appeal of a determination of an Aboriginal Land Claim and lapse or waiver of any appeal period; or
 - (ii) if an appeal period has not expired but no appeal has been commenced, written confirmation from the relevant Aboriginal Land Council that it will not lodge an appeal in respect of determination of the Aboriginal Land Claim;
 - (iii) obtain the consent of the relevant Aboriginal Land Council to this Licence and its registration; or
 - (iv) procure amendment or withdrawal of the Aboriginal Land Claim or any appeal such that the grant of this Licence is not affected by the relevant Aboriginal Land Claim; or
 - (v) use any other lawful means of removing the Aboriginal Land Claim in respect of the Land.
- (e) If the Land is found to be claimable within the meaning of the ALR Act, the Licensee acknowledges and agrees that:
 - (i) this Licence will be terminated from the earlier of:
 - A. the date 10 business days after either party gives notice to the other party that it terminates this Licence; and
 - B. the date of the Minister's grant of the ALR Act claim; and
 - (ii) the Licensor is not liable for, and the Licensee releases the Licensor from any and all Claims, loss, liability and damages arising from or in connection with termination of this Licence.

11. Guarantee and Indemnity

11.1 Acknowledgement

The Guarantor acknowledges that the Licensor enters into this Licence at the request of the Guarantor relying on (amongst other things) the Guarantor executing this Licence to assure the performance by the Licensee of its obligations under this Licence.

11.2 Guarantee

In consideration of the Licensor entering into this Licence at the request of the Guarantor, the Guarantor irrevocably and unconditionally guarantees to the Licensor the punctual payment by the Licensee of the Guaranteed Money and the performance by the Licensee of the obligations of the Licensee under this Licence.

11.3 Payment on demand under guarantee

If the Licensee defaults in the punctual payment of any of the Guaranteed Money, the Guarantor must pay that Guaranteed Money on demand by the Licensor. The Licensor may demand payment from the Guarantor from time to time and whether or not the Licensor has made demand on the Licensee or any other person.

11.4 Compliance

The Guarantor agrees with the Licensor that the Guarantor will use its best endeavours to ensure the Licensee's compliance with the terms of this Licence.

11.5 Indemnity

As a separate covenant, the Guarantor unconditionally and irrevocably indemnifies the Licensor against all loss paid, suffered or incurred by the Licensor (including all loss incurred by the Licensor in the enforcement or attempted enforcement of the obligations of the Licensee or the Guarantor under this Licence) relating directly or indirectly to:

- (a) any failure by the Licensee to pay the Guaranteed Money or to comply with any of its obligations under this Licence; or
- (a) this Licence or a related security, transaction or document being or becoming unenforceable in accordance with its terms or the priority or effectiveness of any of them being adversely affected.

The Guarantor must pay any amounts payable to the Licensor under this clause 11 on demand by the Licensor.

11.6 Guarantee and indemnity not affected

The liability of the Guarantor under this clause 11 is a principal, unconditional and absolute obligation and is not adversely affected by:

- (a) the granting of time, forbearance or other concession to the Guarantor or to the Licensee;
- (b) the making of any arrangement, composition or compromise with or the discharge or release of the Licensee;
- (c) the actual or alleged invalidity or unenforceability of any term of this Licence;
- (d) any delay, laches, acquiescence, mistake, negligence or other act or omission of the Licensor;

- (e) any transfer or any renewal, extension, release, surrender, termination, variation or novation of this Licence;
- (f) the Guarantor not executing or not properly executing this Licence; or
- (g) anything else which, but for this clause 11.6, could operate to adversely affect this Guarantee and Indemnity.

If a payment made by the Licensee is set aside or avoided by any law or otherwise, that payment is taken not to have been made and does not reduce the liability of the Guarantor under this Licence.

11.7 Continuing guarantee and indemnity

This Guarantee and Indemnity:

- (a) is a continuing guarantee and indemnity;
- (b) is irrevocable; and
- (c) remains in full force despite termination or expiry of this Licence, until all obligations of the Licensee under this Licence have been performed in full to the Licensor's satisfaction.

11.8 No competition

Until the Licensee has fully performed all its obligations under this Licence to the Licensor's satisfaction, the Guarantor must not:

- (a) reduce its liability under this Guarantee and Indemnity by:
 - (i) raising a set-off or counter-claim available to itself, the Licensee or a co-surety or co-indemnifier against the Licensor; or
 - (ii) claiming a set-off or making a counter-claim against the Licensor; or
 - (b) prove in competition with the Licensor against the Licensee,
- without the prior consent of the Licensor.

11.9 Guarantee and indemnity in addition to other rights of the Licensor

This Guarantee and Indemnity:

- (a) is in addition to any other security or right which the Licensor may now have or may subsequently take or hold against the Licensee or the Guarantor; and
- (b) may be enforced without first recourse to that other security or right and without taking steps or proceedings against the Licensee, despite any rule of law or equity or any law to the contrary.

11.10 Warranties by the Guarantor

The Guarantor warrants to the Licensor that:

- (a) if a Guarantor is a corporation, it has the corporate power to enter into and perform and has taken all necessary corporate and other action to authorise the execution and performance of this Licence;
- (b) if a Guarantor is a natural person, it has the capacity to enter into and perform this Licence;
- (c) this Guarantee and Indemnity constitutes a legal and binding obligation of the Guarantor;
- (d) the execution and performance of this Licence does not violate:
 - (i) existing law;
 - (ii) the constitution of the Guarantor if the Guarantor is a corporation; or
 - (iii) any mortgage, contract or other undertaking to which the Guarantor is a party or which is binding on the Guarantor or its assets; and
- (e) the Guarantor is not aware of any matter material to the decision of the Licensor to enter into this Licence which has not been adequately disclosed to the Licensor in writing.

11.11 Assignment

The Licensor may assign the benefit of this Guarantee and Indemnity in its absolute discretion.

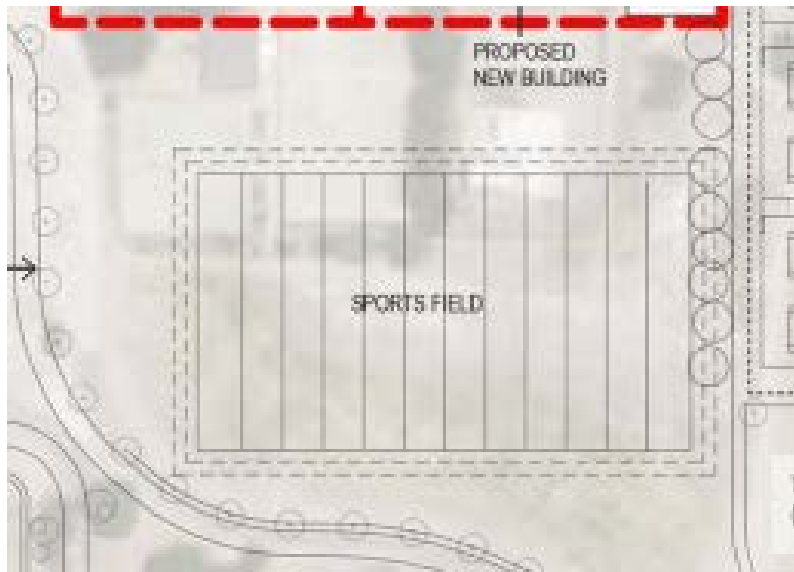
12. Service of Notice on Guarantor

Any notice served by the Licensee or Licensor on the Guarantor must be in writing and shall be sufficiently served if:

- (a) served personally or left addressed to the Guarantor at the address stated in Column 2 of Item 11A, of Schedule 1 or such other address as the Guarantor notifies in writing to the Licensee and Licensor; or
- (b) sent by email to the Guarantor's email address stated in Column 2 of Item 11A, of Schedule 1 or such other address as the Guarantor notifies in writing to the Licensee and Licensor;
- (c) sent by facsimile to the Guarantor's facsimile number stated in Column 2 of Item 11A, of Schedule 1 or such other number as the Guarantor notifies in writing to the Licensee and Licensor; or
- (d) forwarded by prepaid security mail addressed to the Guarantor at the address stated in Column 2 of Item 11A, of Schedule 1

and every such notice must also be served on the Guarantor's solicitors, as they may be nominated from time to time, or such other address or facsimile number as the Guarantor's solicitors notify in writing to the Licensee and Guarantor, by any methods identified in subclauses 12 (a), (b) and (c).

Appendix "A"



Dated this [INSERT DATE] day of [INSERT MONTH], [INSERT YEAR]

THE COMMON SEAL of **SOUTH SYDNEY MEMBERS RUGBY LEAGUE FOOTBALL CLUB LIMITED** was affixed in the presence of:

THE COMMON SEAL of **RANDWICK CITY COUNCIL** was hereunto affixed pursuant to a resolution authorising the Seal to be so affixed

Signature

First Signatory

Print Name

Print Name

Office Held

GENERAL MANAGER

Office Held

SIGNED BY THE LICENSEE in the presence of

Second Signatory

Signature of Witness

Print Name

Print Name

MAYOR

Office Held

THE COMMON SEAL of SOUTH SYDNEY DISTRICT RUGBY LEAGUE FOOTBALL CLUB LIMITED was affixed in the presence of:

Signature

Print Name

Office Held

SIGNED BY THE GUARANTOR in the presence of

Signature of Witness

Print Name

PREMISES APPENDIX

THIS IS A PREMISES APPENDIX REFERRED TO AND DEFINED IN THE LICENCE AGREEMENT BETWEEN RANDWICK CITY COUNCIL, SOUTH SYDNEY MEMBERS RUGBY LEAGUE FOOTBALL CLUB LIMITED AND SOUTH SYDNEY DISTRICT RUGBY LEAGUE FOOTBALL CLUB LIMITED. IN ACCORDANCE WITH THE PROVISIONS OF CL ACT FOR THE PERMITTED USE SPORTING FIELD, THIS PREMISES APPENDIX VARIES AND FORMS PART OF THE LICENCE AND ITS TERMS ARE INCORPORATED IN THEIR ENTIRETY INTO THE LICENCE

Descriptions of Land

Parish	<i>Botany</i>
County	<i>Cumberland</i>
Locality	<i>Randwick</i>
Deposited Plan	<i>1026884</i>
Commencement Date	<i>[insert]</i>
Expiry Date	<i>[insert]</i>
Initial Rent	<i>\$ [insert]</i>
Plan	Plan attached and marked as "A"
Third Party Exclusive Area	<i>[insert]</i>
Enclosed Area	<i>[insert]</i>