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Richard Smyth
c/- NSW Rogaining
42A Warringa Road
CAMMERAY NSW 2062

Our Ref:09/19142

Your Ref:

21 December 2009

Dear Sir/Madam,

ROGAINING
**ORIENTEERING AT JOADJA (PARISH JOADJA, COUNTY
CAMDEN)**

I refer to your letter dated 14 December 2009 regarding a temporary licence over Lot 7316 DP 1133164.

*Letter just
anted for access
etc*

rogaining

Consent is hereby given to NSW Rogaining in the form of a Temporary Licence to conduct ~~orienteering~~ events on the specified Crown lands subject to the terms and conditions set out in the draft temporary licence attached.

To signify your acceptance of the Temporary Licence, please execute it in duplicate and return both copies to this Office for endorsement of the Minister for Lands (Lessee) acceptance/approval with the temporary licence fee of \$446.60 including GST (\$406.00 plus GST). One copy will be returned to you for NSW Rogaining, the other will be retained for this offices record.

Yours sincerely



Bonnie Allen
Property Officer
for Program Manager
Land Administration (East)
Crown Lands Division
GOULBURN

TEMPORARY LICENCE ON LOT 7316 DP 1133164

Section 1. LICENSOR: The Minister for Lands (referred to in this document as the "Minister") being the Minister administering the Crown Lands Acts 1989 and regulation thereunder (Address: c/- Land & Property Management Authority, P.O. Box 748, Goulburn, NSW, 2580).

Section 2. LICENSEE: NSW Rogaining (Address: c/- Richard Smyth, 42A Warringa Road, Cammeray NSW 2062).

Section 3. LICENSEES RIGHTS:

The Licensee shall have the use of the area shown by green edging and red hatching on diagram attached as schedule 2 for the purpose of "orienteering events", proposed to be held on 17 April 2010 on this land.

An event will be deemed to comprise the day the ^{rogaining} orienteering participants (up to a maximum of 400 foot runners) compete on the course, plus the use by associated course-setters & checkers in the three (3) months preceding the competition day, *plus 1 month for cleanup recovery of marker flags - cleanup etc!*

Section 4. LICENCE FEE: \$406 (statutory minimum) plus GST to be paid to the Land & Property Management Authority prior to any use of the Licence area.

Section 5. TERMS AND CONDITIONS:

- (1) That the Licensee pays the Licence fee specified in Section 4. *4 months*
- (2) That the Licence shall remain in force for the period of three (3) months and the consent thereto will expire within six (6) months from the date of said Licence agreement.
- (3) That the Licensee shall not interfere with any other person authorised by the Minister to use the land or any part thereof.
- (4) That the Licensee will not use the land specified except for the purpose(s) authorised by this Licence.
- (5) That the Licensee shall comply with all the terms and conditions of this Licence.
- (6) That any notice provided for in this Licence shall be deemed to be validly served if;
 - (a) it is personally served on the Licensee or where the Licensee is a corporation or association, on an officer of the corporation or association; or
 - (b) it is sent by prepaid ordinary mail addressed to the Licensee at the address shown in Section 2 above.
- (7) That the Minister does not make or give any warranty, promise or covenant to the Licensee for quiet enjoyment of the Licence area.
- (8) The Licensee shall keep the said Licensed area, and any structures, clean and tidy and all papers and other rubbish shall be collected and removed. The Licensee shall immediately repair and make good, damage occasioned by the Licensee's use of the Licensed area.
- (9) The Licensee shall indemnify and keep indemnified any and all Crown land tenants of the area and the Minister administering the Crown Lands Acts, against all action, suits, claims, debts, obligations and other liabilities that may arise from the activities of the Licensee during the currency of the Licence.
- (10) The Licensee shall, before occupying the licensed area, take out a public risk insurance policy for the term of the Licence, for the amount of \$10,000,000 for any one claim whereby the Crown tenant and the Minister 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 area.

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- (11) The Licensee shall maintain all other insurances 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 Licensed area. Copy of such coverage is to be supplied to the Department of Lands at the address stated in Section 1 above before occupying the Licensed area.
- (12) No relationship of landlord and tenant is or is intended to be created between the parties hereto by virtue of this License or in any way whatsoever.
- (13) No activities shall be conducted unless supervised by the Licensee, or an authorised employee of the Licensee.
- (14) The Licensee or other authorised employee of the Licensee, is responsible for supervising activities, and must be a person approved by the appropriate controlling body.
- (15) The Minister reserves the right to remove from or refuse entry to the Licensed area any person regardless of any arrangement or contract with the Licensee.
- (16) All improvement, erections and fixtures now or hereafter to be erected on the Licensed 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 occupation under the terms of the Licence.
- (17) This Licence is subject to the provisions of the Crown Land Act 1989.
- (18) The Licensee shall not sublet, assign or otherwise deal with the Licensed area.
- (19) No pets or firearms will be permitted to be taken onto the licence area and no fires are to be lit or vegetation cut or removed.
- (20) The Licensee shall give the Crown tenant(s) and the Minister (Land & Property Management Authority, Goulburn) a minimum of 28 days notice prior to preparing and conducting any "event" on the said Licence lands.
- (21) After the initial "event" is undertaken, the Licensee shall not conduct any further events or activities on the lands until such time as it has renewed its "Temporary Licence" and paid the Licence fee to be determined by the Minister.

Signed by the Licensee:.....

(affix organisations stamp/seal).....

Witness:.....

Dated:

Approved and Signed by the Licensor:.....

Authorised Officer on behalf of the Minister for Lands

Dated: