

**DUBBO REGIONAL COUNCIL**

**ABN 53 539 070 928**

**AND**

**DUBBO AUSTRALIAN FOOTBALL CLUB INCORPORATED**

**ABN 78 574 471 885**

**AND**

---

**LICENCE**

**SOUTH DUBBO HALL**

---

Dubbo Regional Council  
70 Church Street  
DUBBO NSW 2830  
Email: [council@dubbo.nsw.gov.au](mailto:council@dubbo.nsw.gov.au)

**THIS AGREEMENT** is made on the                    day of                    2021

**PARTIES:**

1.        **DUBBO REGIONAL COUNCIL**  
**ABN 53 539 070 928**  
of Cnr Church and Darling Streets  
Dubbo NSW 2830 ('Council')  
**(Licensor).**
  
2.        **DUBBO AUSTRALIAN FOOTBALL CLUB INCORPORATED**  
**ABN 78 574 471 885**  
P.O. Box 1118  
DUBBO NSW 2830  
**(Licensee).**

**RECITALS:**

- A.        The Licensor is the registered proprietor of the South Dubbo Hall, Part Lot 1 DP 215445, Boundary Road DUBBO NSW 2830 (The Premises), as shown shaded in red on the map on Annexure 'A'.
- B.        The primary and social activities conducted at the Premises are to provide a sporting recreation program and clubhouse activities under the direction of the Dubbo Australian Football Club Inc
- C.        The Licensor will make available the Premises to the Dubbo Australian Football Club Inc and Licence the use of the premises for the permitted use only.
- D.        Both parties agree to the Terms and Conditions of this agreement as stated within

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## **OPERATIVE PART:**

It is agreed by and between the parties as follows:

### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

In this Agreement, unless the context otherwise required, the following expressions shall have the following meanings:

**'Abating Event'** – Means fire, lightning, storm flood, earthquake, explosion, malicious damage, acts of terrorism or other event beyond the reasonable control of the Licensor.

**'Commencement Date'** – the date specified in Item 2 in the Schedule.

**'Indemnity Limit'** – means the amount of Public Liability Insurance required as specified in Item 12 in the Schedule.

**'Licenced Area'** – the area described in Item 1 in the Schedule and shown shaded in red on the map on Annexure 'A'.

**'Licence Fee'** – the rent referred to in Item 6 in the Schedule.

**'Licence Fee Review Dates'** – dates set out in Item 10 in the Schedule.

**'Option Term'** – means the term specified in Item 5 in the Schedule.

**'Permitted Use'** – the use referred to in Item 11 in the Schedule.

**'Term'** – the period specified in Item 4 in the Schedule.

**'Termination Date'** – the date specified in Item 3 in the Schedule.

#### **1.2 Interpretation**

In this Agreement:

- (a) The headings are for convenience only and do not affect the construction of this Agreement;
- (b) Words importing the singular include the plural and vice versa;
- (c) A reference to a gender include a reference to any gender;
- (d) Where any word or expression is given a defined meaning, any other part of speech or any other grammatical for in respect of such word or expression shall have a corresponding meaning;
- (e) A reference to a document or agreement, or a provision of a document or agreement, is to that document, agreement of revision as amended, supplemented, replaced or novated.
- (f) A reference to a party includes a reference to the party's successors in title and permitted assigns or as the case may be the party's administrators and assigns.
- (g) A reference to a person or individual includes a corporation, partnership or, without limitation, any form of body corporate or unincorporate.

- (h) Reference to Annexures, Clauses, Items and Schedules are references to Annexures, Clauses, Items and Schedules of this Agreement.
- (i) References to Acts, statutes, regulations or other laws include all Acts, statutes regulations or other laws amending, consolidating or replacing the Acts, statutes, regulation or other laws referred to: and;
- (j) Where a party consists of two or more persons or a term is used in this Agreement to refer to more than one party:
  - (i) an obligation of those persons is joint and several; and
  - (ii) a right of those persons is held by each of them jointly and severally.

There are three (3) parts to this licence – the Licence form, the Schedule and the Annexure ‘A’.

### 1.3 **Local Government Authority**

The Licensee expressly agrees that:

- (a) No provision of this Agreement is to be construed as restricting, modifying or otherwise interfering with the power of the Licensor as a local government authority.
- (b) This Agreement is not to be considered or construed as an approval of any development or other application required by Dubbo Regional Council or any other statutory authority.

### 1.4 **Severability**

If any provision of this Agreement is or becomes legally ineffective, under the general law or by force of legislation, the ineffective provision shall be severed from this Agreement which otherwise continues to be valid and operative.

## 2. **NON-EXCLUSIVE USE**

- 2.1 The Licensee acknowledges that this licence does not confer exclusive possession of the Licenced Area upon the Licensee and the Licensed Area may be used by the Licensor, its authorised employees, servants and agents from time to time.

## 3. **OTHER OCCUPIERS**

- 3.1 The Licensee acknowledges that from time to time the Licensed Area is used by:
  - (a) The Licensor; and
  - (b) Other parties authorised by the Licensor.
- 3.2 in the event the Licensor desires to make the Licence Area available to another party (‘the other party’):
  - (a) The Licensor must give the Licensee reasonable notice of its intention to make the Licence Area available to the Other Party;

- (b) The Licensee must remove or secure at its own risk all of the Licensee's goods and equipment;
- (c) The Licensee must clean the Licence Area to a reasonable standard;
- (d) The Licensee must vacate the Licence Area for the period of occupation by the Other Party; and
- (e) At the end of the Other Party's occupation of the Licence Area, the Licensor must require the Other Party to clean the License Area to the condition and standard of cleanliness of the Licence Area as at the commencement of the Other Party's occupation.

3.3 In the event the Licensee desires to make the Licence Area available to the Other Party, the use and/or occupation of the Licence Area by the Other Party:

- (a) Will be on such terms as reasonable determined by the Licensor in its absolute discretion; and
- (b) For a fee to be determined by the Licensor in its absolute discretion.

#### **4. LICENCE PERIOD**

4.1 This licence is for the period stated in Item 4 in the Schedule, commencing on the date stated in Item 2 in the Schedule and ending on the date stated in Item 3 in the Schedule (Term).

4.2 If the Licensee wishes to renew the Licence for the Option Term as stated in Item 5 in the Schedule, from the expiry of the Term of the licence, the Licensee must:

- (a) give written notice to the Licensor at least three (3) months before the expiry of this licence, that the Licensee wishes to renew the licence; and
- (b) not be in breach of this licence at the time when notice is given to the Licensor and on the expiry date:

4.3 Should this licence be renewed for the Option Term, the Option Term becomes the term of this licence.

4.4 The parties agree to do all things necessary to give effect to the above.

4.5 Clauses 3.2 and 3.3 are deleted from the new licence after the last option period is exercised.

## **5. MONEY**

- 5.1 The Licensee must pay the Licensor or as the Licensor directs-
- 5.1.1 the Licence Fee stated in item 6 in the Schedule
  - 5.1.2 the reasonable cost to the Licensor incurred as a result of remedying any default by the Licensee under this licence;
  - 5.1.3 the reasonable cost to the Licensor of dealing with any application by the Licensee for the Licensor's consent under this licence (whether or not it is given);
  - 5.1.4 interest on these moneys at the rate stated in Item 9 in the Schedule if payment by the Licensee is more than 14 days overdue, calculated from the due date to the actual date of payment;
  - 5.1.5 GST as provided for in clause 21 of this licence.
- 5.2 A payment under clause 5.1.2 must be paid on the next rent day after a request for payment is made by the Licensor.  
A request for payment by the Licensor to the Licensee can be made –
- 5.2.1 after the Licensor has paid an outgoing; or
  - 5.2.2 after the Licensor has received an assessment or account for payment of an outgoing.
- 5.3 The Licence Fee is reviewed on the Licence Fee Review Date stated in Item 10 in the Schedule.  
The Licence Fee is to be reviewed on the Licence Fee Review Dates include each anniversary of the latest Licence Fee Review Date stated in Item 10 in the Schedule (or if nothing is stated, the anniversary of the commencement date of this licence) which falls during the extension.
- 5.4 The obligation for the Licensee to pay the Licence Fee is a continuing one during the Term of the licence and any extension of it and shall not abate in whole or in part of be affected by any cause whatsoever.
- 5.5 If at any time during the Term of the licence:
- (a) An Abating Event occurs; and
  - (b) As a result of the damage the Licensee is not able to use the Licenced Area in a reasonable manner, the Licensee's obligations to pay rent will abate to the extent proportional to the effect on the Licensee's reasonable ability to occupy and use the Licenced Area until the Licenced Area is restored to a condition in which the Licensee is able to conduct his activities and/or occupy the Licenced Area in a reasonable manner.

## **6. OUTGOINGS**

- 6.1 The Licensee must pay in respect of the Licensed Area:
- (a) The Licensee's proportion of any municipal and water rates;
  - (b) All charges in respect of gas, electricity and telephone services;
  - (c) All alarm system and monitoring costs.

## **7. AUTHORISED ACTIVITIES, MAINTENANCE, FIXTURES AND REPAIRS**

- 7.1 The Licensee must use the Licenced Area for the Permitted Use only and not for any other purpose.
- 7.2 The Licensee must keep the Licenced Area in good repair and condition (having regard to the condition of the Licenced Area as at the Commencement Date), excluding fair wear and tear, structural defects and any damage caused by flood, lightning, war or act of God.
- 7.3 The Licensee must not at any time build or erect or install additional or other partitions, equipment, fixtures, fittings or make alterations or additions in, or improvements to the Licenced Area without the prior written consent of the Licensor.
- 7.4 The Licensee must give the Licensor immediate notice in writing of any accident to, or defect in, the water pipes, gas pipes, waste pipes, electric light fixtures or fittings installed in the Licenced Area.
- 7.5 The Licensee is responsible for:
- (a) Cleaning the food preparation areas, if any, within the Licence Area; and
  - (b) Keeping the Licence Area and all partitions, equipment, fixtures, fittings, additions and stock in or on it, thoroughly clean and tidy and in a sanitary conditions
  - (c) Take all reasonable measures to keep the Licenced Area clean and free of rodents, vermin insects, pests and birds. The Licensor will carry out pest control measures on a regular basis under its discretion.
  - (d) The Licensee will maintain and leave the grounds surrounding the License Area in good order and condition and not allow shrubs or ornamental plants to be damaged or removed. The licensee will arrange mowing, edging and other vegetation management at its expense for the grassed area inside the perimeter fences.
- 7.6 The Licensee's obligations under this clause shall be carried out in conformity with, and to the standards required by:
- (a) All legislation relevant to the use of or entry upon the Licence Area or the business of the Licensee; and
  - (b) All policies, regulations and directives prepared by the Licensor from time to time relating to cleaning and hygiene at the Licence Area.
- 7.7 The Licensee, at its cost, must provide and keep a proper receptacle for all garbage and waste in a form suitable for collection by the Licensor.



## **8. SIGNAGE**

- 8.1 The Licensee must not without the Licensor's prior written consent (which consent shall not be unreasonably withheld) inscribe, paint, affix to or exhibit in or on the Licenced Area any sign, advertisement or notice.

## **9. FURTHER COVENANTS – LICENSEE**

- 9.1 The Licensee must not without the prior written consent of the Licensor in its absolute discretion:

- (a) impede the Licensor, its servants or agents from at any time during the continuance of the Licence entering the Licenced Area at any reasonable hour for:
  - (i) the purposes of making such structural or internal repairs, alterations, improvements or additions to the Licenced Area or to the water, light heating, electrical or waste services or other parts of the Licenced Area as the Licensor may deem desirable , necessary or expedient;
  - (ii) the purposes of observing and apprehending persons suspected of having committed a breach of the law; or
  - (iii) any other purpose authorised by law.
- (b) store or keep in or on the Licenced Area any dangerous or objectionable substances, including substances liable to sudden explosion, inflammation or ignition nor allow rubbish or useless property to accumulate in or on the Licenced Area.
- (c) Use the lavatories or any other equipment or apparatus of the Licence Area for any purposes other than the purpose(s) for which they were constructed or designed.
- (d) use any method of lighting or heating other than electricity or gas, if the same is supplied and available for use in the Licence Area.
- (e) use the Licenced Area as a dwelling house or sleeping place or keep any animals, birds or other livestock in or about the Licence Area.
- (f) mine, remove, extract, dig up or excavate any sand, stone, gravel, clay, loam, shell or similar substance from, on or in the Licenced Area or permit any other person to undertake such action.

- 9.2 The Licensee must not, in any circumstances, use a portable heater of any kind in the Licence Are without the prior written consent of the Licensor.

- 9.3 The Licensee must, if required by the Licensor, during the Term provide to the Licensor at the beginning of each calendar year, a schedule of dates and times for the proposed use of the Licence Area by the Licensee. The Licensee may use the Licence Area at any other time subject to any further terms and conditions reasonable imposed by the Licensor in its absolute discretion.

9.4 The Licensee must provide the Licensor with the Licensee's audited annual financial statements as and when reasonable requested by the Licensor.

## **10. ASSIGNMENT**

10.1 The Licensee must not assign, sublet or part with possession of the Licenced Area without the consent of the Licensor in its absolute discretion.

## **11. SECURITY**

11.1 The Licensee covenants to comply with:

- (a) all relevant security and anti-terrorism legislation and all other legislation relevant to the use of or entry upon the Licenced Area; and
- (b) all policies, regulations and directives prepared by the Licensor from time to time relating to security and anti-terrorism at the Licenced Area and notified to the Licensee in writing.

## **12. WORKPLACE HEALTH AND SAFETY**

12.1 The Licensee must comply with:

- (a) all relevant Workplace Health & Safety ('WH&S') legislation and all other legislation relevant to the use of or entry upon the Licenced Area; and
- (b) all policies, regulations and directives prepared by the Licensor from time to time relating to WH&S at the Licenced Area and other such relevant legislation.

## **13. INSURANCE**

13.1 The Licensee must, at its own expense, obtain and maintain at all times such insurance coverage as the Licensor may reasonably require from time to time noting the Licensor as the interested party, including the following;

- (a) Public Liability Insurance with a minimum indemnity limit of \$20,000,000.00 for any one claim involving any death, injury, accident to, a person or persons property howsoever sustained arising out of the use of the Licenced Area at any time or in connection with this Licence;
- (b) Workers Compensation Insurance to the Maximum amount covering liability under the Workers' Compensation Act 1987 (NSW).

13.2 If the Licensee fails to take out and keep the insurance required under this clause, the Licensor may take out that insurance and recover the cost from the Licensee.

13.3 The Licensee must:

- (a) Make a full disclosure of the Agreement to the Licensee's Public Liability insurer(s);
- (b) Provide a copy to the Licensor of the Licensee's current Public Liability and Workers Compensation insurance certificates, together with evidence of the disclosure referred to in (a) above as and when requested by the Licensor.

#### **14. LICENSOR NOT LIABLE**

- 14.1 The Licensee agrees to enter, use and occupy the Licenced Area at its own risk.
- 14.2 The Licensee covenants to release and indemnify the Licensor its contactors, agents and employees to the full extent permitted by law from and against any claim, action, liability or suit resulting from any act of terrorism, breach of law, accident, damage loss, death or injury occurring in or upon the Licenced Area arising out of or in connection with;
- (a) the Licensee's entry upon, use or occupation of the Licenced Area;
  - (b) this licence,
- except to the extent caused by any negligent act or omission of the Licensor.
- 14.3 The parties expressly agree and declare that the Licensee's obligations under clause 14.2 shall:
- (a) continue after the expiry or termination of the licence in respect of any act, deed, matter or thing happening before such expiry or termination; and
  - (b) include the Licensor's reasonable legal costs on a full indemnity basis.

#### **15. TERMINATION**

- 15.1 Subject to any other provisions of this Licence, this licence shall terminate on the date stated in item 3 in the Schedule.
- 15.2 The Licensee agrees that in the event the Licensor shall require the Land for any purpose, the Licensor shall have the right to terminate this Licence by giving the Licensee two months' notice and it is expressly agreed that the Licensee shall have no claims for compensation against the Licensor for early termination or expiration of the term.
- 15.3 The Licensee agrees, immediately upon the expiry or lawful termination of this Licence, to yield up possession and control over the Licenced Area to the Licensor, in the condition and state of repair as required under this licence.
- 15.4 **Default by Licensee**
- (a) If the Licensee is in default of its obligations under this licence, the Licensor may service notice on the Licensee demanding it cease and desist from such conduct.
  - (b) If the Licensee continues to be in default of its obligations under this licence fourteen (14) days after service of notice pursuant to clause 15.4(a), the Licensor may terminate this Licence immediately.

- 15.5 If the Licenced Area is wholly or partially destroyed or damaged by fire, storm, accident or act of terrorism, and the destruction or damage is not caused by the act or omission of the Licensee or any person authorised by or acting on behalf of the Licensee, and the entire Licenced Area is unfit for occupation and use, either party may terminate this licence on the giving of fourteen (14) days' notice in writing.
- 15.6 If the Licensee goes into liquidation or receivership, commits any act of insolvency, enters into any scheme of arrangement with its creditors, or fails to satisfy promptly any judgment or order entered or made against it by a Court or other competent tribunal or authority, the Licensor may terminate the licence without notice.
- 15.7 The Licensee must, on the termination or expiry of this Licence and at its own cost:
- (a) remove all partitions, equipment, fixtures, fittings and additions installed or owned by the Licensee;
  - (b) so far as is practicable, restore the Licenced Area to the same state and condition it was in as at the Commencement Date.
- 15.8 After the termination or expiry of the Licence, any improvement to the Licenced Area or any fixtures remaining on the Licenced Area will become the property of the Licensor free of any claim or interest by the Licensee.

## **16. COSTS**

- 16.1 Each party shall pay their own costs in connection with the preparation and execution of this licence.

## **17. INTEREST**

- 17.1 In the event of the Licensee being in default for a period of more than fourteen (14) days with the payment to the Licensor of the Licence Fee or outgoings, the Licensee is liable to pay interest at the Rate of Interest, calculated daily from the first day after the liability is due for payment until the liability is discharged.

## **18. NOTICE**

- 18.1 Any notice given under this licence must:
- (a) be in writing; and
  - (b) be given to the relevant party by delivery or pre-paid post at that party's Contact address set forth in this licence.

## **19. FORFEITURE AND END OF LICENCE**

- 19.1 The licence ends –
- 19.1.1 on the date stated in Item 3 in the Schedule; or
  - 19.1.2 if the Licensor lawfully enters and takes possession of any part of the Licenced Area; or
  - 19.1.3 if the Licensor lawfully demands possession of the Licenced. Area.

- 19.2 The Licensor can enter and take possession of the Licence Area or demand possession of the Licenced Area if –
- 19.2.1 the Licensee has repudiated this licence; or
  - 19.2.2 the Licence Fee or any other money due under this licence is 14 days overdue for payment.
- 19.3 When this licence ends, unless the Licensee becomes a Licensee of the Licenced Area under a new licence, the Licensee must –
- 19.3.1 return the Licenced Area to the Licensor in the state and condition that this licence requires the Licensee to keep it in; and
  - 19.3.2 have removed any goods and anything that the Licensee fixed to the Licenced Area and have made good any damage caused by the removal.

Anything not removed becomes the property of the Licensor who can keep it or remove and dispose of it and charge the Licensee the cost of removal, make good and disposal.

**19.4 Holding Over**

If the Licensor allows the Licensee to continue to occupy the Licenced Area after the end of the Term of this licence, (other than under a new licence) then –

- 19.4.1 the Licensee becomes a monthly licensee and must go on paying the same Licence Fee and other money in the same way that the Licensee had to do under this licence just before the licence Term ended (apportioned and payable monthly);
- 19.4.2 the monthly licence agreement will be on the same terms as this licence, except for-
  - clause 4
  - clause 5.3 and
- 19.4.3 either the Licensor or the Licensee can end the monthly tenancy by giving, at any time, 1 month written notice to the other expiring on any date; and
- 19.4.4 anything that the Licensee must do by the end of this licence must be done by the end of the monthly licence agreement.

**19.5 Essential terms of this licence include –**

- 19.5.1 the obligation to pay the Licence Fee not later than 14 days after the due date for payment of each periodic instalment (and this obligation stays essential even if the Licensor, from time to time, accepted late payment);
- 19.5.2 the obligations of the Licensee in clause 6.1 (dealing with outgoings);
- 19.5.3 the obligations of the Licensee in clause 7 (dealing with use);
- 19.5.4 the obligations of the Licensee in clause 10 (dealing with assignment);
- 19.5.5 the obligations of the Licensee in clause 21 (dealing with GST);

- 19.6 If there is a breach of an essential term the Licensor can recover damages for the losses over the entire period of this licence but must do every reasonable thing to mitigate those losses and try to licence the Licenced Area to another licensee on reasonable terms.

- 19.7 The Licensor can recover damages even if –
- 19.7.1 the Licensor accepts the Licensee’s repudiation of this licence; or
  - 19.7.2 the Licensor ends this licence by entering and taking possession of any part of the Licenced Area or by demanding possession of the Licenced Area; or
  - 19.7.3 the Licensee abandons possession of the Licenced Area; or
  - 19.7.4 a surrender of this licence occurs.

## **20. EXCLUSIONS, NOTICES AND SPECIAL CLAUSES**

- 20.1 A document under or relating to this licence is –
- 20.1.1 served if it is served in any manner provided in section 170 of the *Conveyancing Act 1919*; and
  - 20.1.2 served on the Licensee if it is left at the Licensee contact address.

## **21. GOODS AND SERVICES TAX**

Unless Item 7 in the Schedule has been completed in a way that indicates that this clause is not to apply:

- 21.1 As consideration in whole or in part for a taxable supply the person receiving the supply must pay to the party making the supply an additional amount equal to the amount of GST payable on the supply.
- 21.2 To the extent that the Licensee is required to reimburse the Licensor in whole or in part for the outgoings incurred by the Licensor, for the purposes of this licence the amount of the outgoings must be reduced by the amount of any credit or refund of GST to which the Licensor is entitled as a result of incurring outgoings.
- 21.3 Outgoings in Item 8 in the Schedule are to be calculated after deducting any input tax credit to which the licensor is entitled.
- 21.4 For the purposes of this licence GST means a tax in the nature of a supply of goods and services tax levied or imposed by the Commonwealth of Australia.

## **22. GOVERNING LAW**

- 22.1 This Agreement shall be governed by and interpreted in accordance with the laws in force from time to time in New South Wales and each party submits to the non-exclusive jurisdiction of the courts of that state in respect of any proceedings in connection with this licence.

**23. ENTIRE AGREEMENT**

- 23.1 The parties agree that this licence constitutes the entire agreement relating to the subject matter of this licence and supersedes all prior understandings, negotiations, agreements, written or oral, express or implied, in relation thereto.

**24. VARIATION OF THE AGREEMENT**

- 24.1 This Agreement may only be varied or amended by agreement in writing between the parties.

## THE SCHEDULE

### ITEM

**1. Licenced Area**

The Property known as the South Dubbo Hall, Part Lot 1 DP 215445, Boundary Road DUBBO NSW 2830 (The Premises), as shown shaded in red on the map on Annexure 'A'.

**2. Commencement Date**

1 July 2021

**3. Termination Date**

30 June 2026

**4. Term**

Five (5) years

**5. Option Term**

Nil

**6. Licence Fee**

\$3472.00 per annum including GST payable in advance as requested.

**7. GST (cl 20)**

Clause 20 provided for payment by the Licensee of Goods & Services Tax unless otherwise here indicated.

**8. Outgoing (cl 5)**

As per Schedule Two

**9. Interest Rate (Cl 4.1.4)**

12%

**10. Rent Review Method and Date (cl 4.3)**

Per annum, Consumer Price Index (Sydney All Groups) to be calculated on the anniversary of the commencement date of this agreement.



**11. Permitted Use**

The Licensee shall be entitled to use the Licence Area for Sporting Recreation and Clubhouse Activities.

**12. Indemnity Limit (cl 12)**

Twenty Million Dollars (\$20,000,000.00)

**EXECUTED:**

Executed as an Agreement on the \_\_\_\_\_ day of \_\_\_\_\_ 2021

**Licensor:**

Signed for and on behalf of **Dubbo Regional Council** by the  
Chief Executive Officer under delegated authority as  
Resolved by Council at its Ordinary meeting held  
22 February 2021.

\_\_\_\_\_  
Chief Executive Officer – Dean William Frost

\_\_\_\_\_  
Witness –

**Licensee:**

Signed for and on behalf of  
**Dubbo Australian Football Club Incorporated**

\_\_\_\_\_  
Signature of Authorised Member  
**Dubbo Australian Football Club Inc.**  
(Please print name under signature)

\_\_\_\_\_  
Witness -  
(Please print name under signature)

**ANNEXURE 'A' - LICENCED AREA**



**DISCLAIMER** - While every care is taken to ensure the accuracy of this data, the Dubbo Regional Council and the copyright owners, in permitting the use of this data, make no representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damage) and costs which you might incur as a result of the data being inaccurate or incomplete in any way and for any reason. © State of NSW Land and Property Information (LPI) 2018 © Dubbo Regional Council 2018

Print Date: 22/09/2020 - 1:05 PM



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 Fax: (02) 6801 4259  
[www.dubbo.nsw.gov.au](http://www.dubbo.nsw.gov.au)

**South Dubbo Hall**



Projection: Transverse Mercator  
 Coordinate system: MGA (GDA84) Zone 55

## SCHEDULE TWO

### Maintenance Program and Responsibilities: Licensee and Licensor

<b>Minor Maintenance – Dubbo Australian Football Club Inc</b>	<b>Major Maintenance – Dubbo Regional Council</b>
Mowing of internal grass area.	Repair of structural damage to building (outside normal wear and tear).
Cleaning of all Areas within the Hall.	Maintenance of all areas within building.
Telephone and internal connection and monitoring if required.	
Alarm system installation and monitoring if required.	
Electricity and water bills.	