

Attachment 1 – Grazing Licence Agreement



GRAZING LICENCE AGREEMENT

WARRUMBUNGLE SHIRE COUNCIL ("Licensor")

AND

THE PARTY REFERRED TO IN THE SCHEDULE AS THE LICENSEE ("Licensee")

RECITALS

- A The Licensor is the owner with the right to possession of the land described in the Schedule ("the land").
- B The Licensee wishes to graze livestock on the land.
- C The parties are desirous of recording the terms on which livestock may be grazed on the land.

OPERATIVE PARTS

1. LICENCE

- 1.1 The Licensor grants a Licence to the Licensee for the term set out in the Schedule subject to the terms and conditions contained in this Licence.
- 1.2 The Licence shall commence and terminate on the dates referred to in the Schedule.
- 1.3 The Licensee may:
 - 1.3.1 depasture and graze on that part of the land described in the Schedule ("Licence area") the type and number of livestock set out in the Schedule; and
 - 1.3.2 at all times during the term by day or by night with or without vehicles and with or without animals to pass and repass across and over the land to and from the Licence area for all purposes relating to the exercise of the rights conferred by this Licence.

2. LICENCE FEE

- 2.1 The Licensee shall pay to the Licensor the Licence fee being the sum set out in the Schedule.
- 2.2 The Licence fee shall be payable yearly in advance to the Licensor.

Attachment 1 – Grazing Licence Agreement

2.

3. RELATIONSHIP OF LICENSOR AND LICENSEE

- 3.1 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. No acts of the parties or either of them pursuant to this Licence will be deemed to create any relationship between them other than the relationship of Licensor and Licensee upon the terms and conditions contained herein.
- 3.2 The grant of this Licence does not in any way create in favour of the Licensee any tenancy or any right in the nature of a tenancy.

4. PERMITTED USE

The Licensee:

- 4.1 May use the Licence area for the purpose of grazing livestock only.
- 4.2 May not reside on the Licence area.
- 4.3 Will not bring or leave on the land any offensive, hazardous or dangerous substance or thing or do anything on the land which may be or become a danger, nuisance, annoyance or inconvenience to the Licensor or any other person.
- 4.4 Will not overstock the Licence area and will, notwithstanding the number of livestock authorised by this agreement to be depastured on the Licence area, not depasture any greater number of livestock than is prudent in accordance with prevailing industry standards, given the conditions of the Licence area from time to time.
- 4.5 Will properly tend and care for all livestock depastured on the Licence area at its own expense.
- 4.6 Will keep and maintain all fencing on the Licence area in good area and condition having regard to its order and condition as at the date of commencement of this Licence providing that at all times the boundary fencing of the Licence area shall be stock-proof.
- 4.7 Will, at its own expense, comply with all notices issued by any competent authority requiring any practice to be observed or work to be done on the Licenced area and the livestock grazing thereon occasioned by reason only of the grazing activity of the Licensee.
- 4.8 Will observe all practices of good animal husbandry in relation to the livestock grazing on the Licenced area and will not permit excessive grazing of the Licence area or the destruction or deterioration in any way of the Licence area and to generally preserve the interests of the Licensor with regard to the maintenance for grazing purposes of the Licence area.
- 4.9 Shall not bring livestock onto the Licence area that are infected by any notifiable disease

Attachment 1 – Grazing Licence Agreement

3.

5 NO RIGHT TO PURCHASE OR TRANSFER OF LICENCE RIGHTS

5.1 Without limitation the grant of this Licence does not confer upon the Licensee:

5.1.1 a right to purchase or lease any part of the premises; or

5.1.2 to sub Licence, part with possession, transfer or create any interest in the Licence or authorise or permit any person to occupy the Licence area.

6 LICENSEE NOT TO REMOVE MATERIAL

6.1 The Licensee shall not mine, remove, extract, dig up or excavate any sand, stone, gravel, clay, loam, shell or similar substance from or in the Licence area or permit any other person to undertake such action.

6.2 The Licensee shall not cut down or damage any trees on the Licence area, unless deemed to be a dangerous hazard, and agreed upon by the Licensor and Licensee

6.3 The Licensee shall not light any fire nor carry out any burning off on the Licence area except with the prior consent of the Licensor in writing, such consent not to be unreasonably withheld, and after compliance with the requirements of *The Rural Fires Act 1997*.

7 NOXIOUS WEEDS AND ANIMALS

7.1 The Licensee shall take such steps as may reasonably be required to remove and contain noxious weeds and animals on the Licence area having regard to its condition at the commencement of this Licence.

8 INDEMNITY

8.1 The Licensee shall indemnify and keep indemnified the Licensor from and against all actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of monies, costs, legal costs, charges and expenses whatsoever to which the Licensor shall or may be or become liable for in respect of the Licensee's use of the Licence area or for or in respect of all losses, damages, accidents or injuries of whatsoever nature or kind and whosoever sustained or occasioned (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 Licence area or originating on the Licence area although occurring or sustained outside the same except to the extent that any such claims and demands:

8.1.1 arise from or are contributed to by the negligence or wilful act or omission on the part of the Licensor; or

8.1.2 arises from the occupation, operation or use of the Licence area by any other occupier.

8.2 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.

Attachment 1 – Grazing Licence Agreement

4.

9 INSURANCE – PUBLIC RISK

- 9.1 The Licensee shall effect and maintain with a reputable and solvent insurer with respect to the Licence area and the activities carried out on it by the Licensee public risk insurance for an amount not less than the amount set out in the Schedule.
- 9.2 The Licensee shall produce to the Licensor a certificate of insurance and/or a certificate of currency in respect of the insurance policy required to be effected prior to grazing livestock on the licensed area pursuant to this Licence.
- 9.3 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 certificate of currency in respect of the insurance policy required to be effected by the Licensee pursuant to this provision.
- 9.4 The Licensee shall not at any time during the Licence, do or bring upon the Licence area anything which is thought or reasonably believe may render void or voidable any policy of insurance.

10 DEFAULT

- 10.1 The Licensee will be in default under this Licence if:
- 10.1.1 The Licence fee or any monies payable by the Licensee to the Licensor shall be unpaid for the period of fourteen days after the date for which payment is due.
- 10.1.2 If the Licensee breaches any term or condition of this Licence.
- 10.2 If the Licensee is in default of this Licence then the Licensor may:
- 10.2.1 Terminate this Licence by notice in writing to the Licensee.
- 10.2.2 Demand immediate payment of any unpaid monies.

11 WAIVER

- 11.1 No waiver by the Licensor of any of the obligations of the Licensee under this Licence will be effective unless it is in writing signed by the Licensor.
- 11.2 No waiver by the Licensor of a breach of any obligation under this Licence shall operate as a waiver of any other breach.

Attachment 1 – Grazing Licence Agreement

5.

12 TERMINATION

- 12.1 Immediately upon termination of this agreement for any reason, the Licensee shall remove its livestock and any other of its property that may be upon the Licence area from it.
- 12.2 If the Licensee does not comply with the requirement to remove livestock and other property pursuant to this provision then the Licensor may:
- 12.2.1 remove the Licensee's livestock and property from the Licence area to some other place and depasture the Licensee's livestock on some other land; and
- 12.2.2 sell the Licensee's livestock and retain out of the proceeds of sale a sufficient amount to cover the costs of removal and sale, any other costs incurred by the Licensor and an amount equal to the Licence fee that would have been payable if this agreement had continued from the date of termination until the date that the Licensee's property is removed from the land.

13 GENERAL

13.1 GOVERNING LAW

This Licence will be interpreted with and governed by the Laws in force in the State of New South Wales.

13.2 ENTIRE AGREEMENT

This Licence and the Schedule constitute the entire agreement between the parties with regard to the subject matter of this Licence and supersede all prior or contemporaneous oral or written agreements or understandings of the parties.

13.3 DEFINITIONS

13.3.1 Plurals – words importing the singular and vice versa.

13.3.2 Gender – words importing any gender include any other gender.

13.3.3 Persons – a reference to a person includes:

13.3.3.1 an individual, a firm, unincorporated association, corporation and a government; and

13.3.3.2 the legal person or representative successors and assigns of that person.

13.4 HEADINGS

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

13.5 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.

13.6 LICENCE

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

Attachment 1 – Grazing Licence Agreement

6.

**THE LICENSOR AND LICENSEE ENTER INTO THIS AGREEMENT
AND AGREE TO ALL ITS TERMS**

EXECUTED for and on behalf of

.....
Licensee (block letters please)

.....
Signature

Contact Details:

.....
.....
.....

Email..... Phone

.....
Witness (block letters please)

.....
Signature

DATED

EXECUTED for and on behalf of
WARRUMBUNGLE SHIRE COUNCIL

Roger Bailey
General Manager
Warrumbungle Shire Council

DATED

Attachment 1 – Grazing Licence Agreement

7.

SCHEDULE FORMING PART OF LICENCE

1	Licensee	
2	Land description	
3	Purpose	Grazing
4	Commencement date	1 January 2020
5	Termination date	31 December 2020
6	Licence area	Ha
7	Type and number of livestock	
8	Licence fee	\$
9	Public risk insurance	\$20 million, plus current certificate of currency

Location Map