

**NORAH HEAD LIGHTHOUSE RESERVE TRUST**



## **WEDDING OCCUPATION LICENCE**

### **SCHEDULE**

- Item 1 Licensor: NORAH HEAD LIGHTHOUSE RESERVE TRUST
- Item 2 You: LICENSEE'S DETAILS, NAME, ADDRESS, PHONE NUMBER, MOBILE NUMBER, EMAIL AND FACSIMILE
- Item 3 Date of Ceremony: DATE
- Item 4 Commencement Time: TIME
- Item 5 Additional Purpose:
- Use of tower for photographs
- Item 6 Licence fee:
1. Wedding Ground fee: \$
  2. Photographer in Tower fee: \$
- Item 7 Bank account: BANK ACCOUNT DETAILS OF TRUST
- Item 8 Maximum number of persons you are allowed to invite onto the Land for the Ceremony: 200 Persons only

## **INTRODUCTION**

- A. The Norah Head Lighthouse Reserve Trust ("the Trust") is a corporation established under the provisions of the Crown Lands Act 1989 (NSW) ("the Act") and is trustee of the Norah Head Lighthouse Reserve being reserve number R1003869 for various purposes of heritage, public recreation and coastal environmental protection as notified in the NSW Government Gazette dated 6<sup>th</sup> September 2002, and was appointed as trustee pursuant to section 92 of the Act.
- B. The Minister for Lands in New South Wales is the Minister responsible for administering the Act.
- C. The Trust is responsible for the whole of the land within the reserve being lots 1 and 4 in deposited plan 847750 and known as 40 Bush Street, Norah Head in the State of New South Wales ("the Land").
- D. You wish to use a part of the Land being the area adjacent to the lighthouse at the eastern end of the Land and/or the Tower area("the Area") for a Wedding Ceremony.

The Trust is prepared to grant you a licence for a wedding ceremony on the following terms and conditions.

### **1. Grant of licence**

The Trust grants to you a temporary licence to use the Area for a wedding ceremony and for the Additional purpose provided you have crossed the box referred to in Item 5 above.

### **2. Period of licence**

You are only licensed to use the Land for a wedding ceremony and Additional Purpose if you have crossed the box in Item 5 above, on the date referred to in item 3 of the Schedule above for a period of no more than 2 hours, commencing at the time referred to in item 4 of the Schedule and concluding 2 hours later.

If you exceed this time period, then in addition to the licence fee referred to above and below, you will pay an additional fee of \$350.00 for each and every hour or part thereof that you exceed the time period.

### **3. Licence fee**

In consideration of the grant of the temporary licence by the Trust, you agree to pay the Trust the amounts set out in item 6 of the Schedule

above on the date that you accept these terms by paying them directly either into the Bank Account in item 7 of the Schedule above or by Credit Card or Eftpos Facility. If for any reason the licence fees are not paid by you on or before the date that you accept these terms, then the Trust may immediately terminate this agreement without further notice to you and if so you are not entitled to any refund of monies paid by you.

#### **4. Your obligations**

The Trust grants you a temporary licence for a wedding ceremony provided that you:-

- (a) Do not hinder, interfere with or adversely affect any other person or entity authorised by the Trust to use the Land or any part thereof.
- (b) Do not use the Land except for the wedding ceremony and Additional Purpose referred to above.
- (c) Keep the Area tidy and collect and remove any rubbish on the Area left by you or any other person attending the ceremony from the Area when you leave the Area
- (d) Must supervise all activities of any agent, employee or invitee you engage and must seek the consent of the Trust before any such person accesses the Land
- (e) Do not sublet, assign or otherwise deal with the licensed area.
- (f) Be responsible for and pay for all expenses whatsoever including but not limited to any; taxes, outgoings, insurances and levies arising from or connected with in any way with the Purpose for which the licence has been granted.
- (g) Comply with all laws, acts statutes, regulations and ordinances relating to the use of the Area for the Purpose.
- (h) Do not deface, alter or damage the Land and any heritage buildings or other improvements erected on the Land.
- (i) **Under no circumstance** consume any alcohol or illegal substances during the period of the licence.

#### **5. Additional obligations if using the tower**

In the event that we have agreed to allow you to use the tower and where you have indicated so by ticking the appropriate box referred to in item 5 of the Schedule, then in addition to the obligations imposed upon you in clause 4, you agree to:-

- (a) only access the entry area of the tower, its stairway to the first level and the patio area on level 1 of the tower;
- (b) ensure that all persons accessing the tower for the Purpose execute the indemnity forms located in the administration area on the ground floor of the tower prior to ascending to the first level of the tower;

- (c) only to use the accessible area of the tower for photographic purposes;
- (d) only to permit a maximum number of 12 persons access to the first level patio area of the tower;
- (e) otherwise to comply with all reasonable directions of the caretakers and volunteers who may be in the tower at the relevant time;
- (f) whilstsoever you are in the tower, comply with the obligations more particularly set out in clause 4;
- (g) not stay in the tower for more than 30 minutes.

## **6. Maximum numbers**

You acknowledge and agree that the maximum number of people that you may invite onto the Area for the Purpose is set out in item 8 of the Schedule above and should that number be exceeded, then you acknowledge that the Trust may immediately terminate this licence without giving you any further notice.

## **7. Exclusion of liability**

You acknowledge that risk in respect of the subject matter of this licence passes to you when you enter upon the reserve. The Trust will not be liable for any loss or damage, whether arising in contract, tort or otherwise, sustained by you or any other person which may be sustained in connection with, or arising out of, this licence or the subject matter of this licence. Such loss or damage may include, but is not limited to, loss or damage caused by the negligence or wilful act or default of the Trust or others, whether consequential or otherwise and whether or not such loss or damage is reasonably foreseeable. This licence contains all the warranties and conditions given by the Trust in connection with the subject matter of this licence and to the extent that the Trust may exclude any warranties or conditions which might otherwise be implied by any legislation then, to the extent that it is able to do so, the Trust excludes from application all such implied warranties and conditions.

## **8. Liabilities and indemnities**

For the purposes of this clause the term Minister shall include Her Majesty the Queen, her heirs and successors, the State of New South Wales, the Minister and the agents, servants, employees and contractors of Her Majesty, Her Majesty's heirs and successors, the State of New South Wales and the Minister.

In addition to any liability to the Trust and the Minister arising out of the terms and conditions of this Deed, you indemnify the Trust and the Minister for any loss, damage or liability (of whatever kind, however or whenever arising and including legal costs and expenses) suffered by the

Trust or the Minister or any third party (whether directly or indirectly) arising from damage or injury to the person or property of any third party (including but not limited to the Trust, the Minister and any member of the public), arising out of or in connection with any act or omission of you or any person engaged by you (including negligence, breach of contract, termination of this licence and conduct not authorised or contemplated by this licence). This indemnity shall apply in respect of any claim, suit, demand or action under statute, contract, tort (including but not limited to negligence) in equity, estoppel or any other cause of action, for compensation, restitution, penalty or any other remedy. This indemnity continues to operate after the termination of this licence, and applies to loss, damage or liability incurred both during and after the operation of the licence, provided such loss, damage or liability arises from any act undertaken or omission by you during the term of this licence or within six (6) months of its termination.

Other than as expressly provided in this licence, the Minister, the Trust, its officers, employees and agents will not be liable for any loss, damage or liability (of whatever kind, however or whenever arising and including legal costs and expenses) suffered by you (whether directly or indirectly) arising out of any act or omission of you or any person engaged by you (including termination of this licence and conduct not authorised or contemplated by this licence). This exclusion shall apply in respect of any claim, suit, demand or action under statute, contract, tort, in equity, estoppel or any other cause of action, for compensation, restitution, penalty or any other remedy. This exclusion continues to operate after the termination of this licence and applies to loss, damage or liability incurred both during and after the operation of the licence.

## **9. Personal nature of licence**

You acknowledge that the Licence is a personal licence which does not create any other right for you other than the right to use the Area for the Purpose. Accordingly the relationship between the parties is one of licensor and licensee only. Nothing in this agreement will be deemed to create any relationship of partnership, joint venture, principal/agent or landlord and tenant or any other such relationship.

## **10. Assignment and Sub-licence**

Under no circumstances must you assign your rights pursuant to this agreement without the prior written consent by the Trust and the Minister both who in their absolute discretion may refuse consent.

You agree that the Trust may assign and transfer its rights and obligations under this Licence at any time.

## **11. Refusal of entry**

The Trust reserves the right to remove from or refuse entry to the Land and heritage buildings area any person regardless of any arrangements or contract with the you.

## **12. Crown Lands Act ss 108-109**

This licence is subject to the provisions of the *Crown Lands Act* 1989.

## **13. Revocation and termination of licence**

Notwithstanding any other provision of this licence and having regard to the relevant provisions of the Act, the Trust may in its absolute discretion revoke this licence at any time by informing you that the licence is revoked.

A revocation made under this clause shall take effect immediately on you being informed.

Except as may be expressly provided for in this licence, you acknowledge and agree that you will not be entitled to make any claim for compensation, costs, damages or other monetary sum or penalty in respect of the revocation of the licence.

Furthermore, the Trust may terminate this licence by giving notice of termination to you at any time, including under the circumstances referred to in clause 20.

## **14. Notices**

A notice or other communication required or permitted to be given by one party to another must be in writing and either:-

- (a) delivered personally or
- (b) sent by pre-paid mail to the address of the addressee specified in this licence; or
- (c) sent by facsimile transmission to the facsimile number of the addressee with acknowledgment of receipt from the facsimile machine of the addressee.
- (d) sent electronically to the email address of the addressee

A notice or other communication is taken to have been given (unless otherwise proved):-

- (a) if mailed, on the second Business Day after posting; or

- (b) if sent by facsimile before 4 pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt.
- (c) if sent by email before 4 pm on any day it is sent and otherwise on the next day at the place of receipt.

A party may change its address for service by giving notice of that change in writing to the other parties.

## **15. Waiver or variation**

A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

The exercise of a power or right does not preclude:-

- (a) its future exercise; or
- (b) the exercise of any other power or right.

The variation or waiver of a provision of this licence or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.

## **16. Governing law and jurisdiction**

This licence is governed by the laws of New South Wales.

Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

## **17. Whole agreement**

In relation to the subject matter of this licence:-

- (a) this licence is the whole agreement between the parties; and
- (b) this licence supersedes all oral and written communications by or on behalf of any of the parties.

## **18. GST**

The Trust and you acknowledge that the licence fee is inclusive of GST.

## **19. Cancellation due to unforeseen circumstances**

In the event that there is any strike, lock out, act of God or fire, flood, embargo, litigation, acts of government or any agency instrumentality or any other cause beyond the control of either party then the Trust may terminate this licence without giving notice to you. If the licence is cancelled, then the Trust may, but does not have to, refund part or all of the licence fee in its absolute discretion.

**20. Cancellation by you**

In the even that you cancel the licence at any time after you accept these terms, then the Trust may in its absolute discretion refund you in whole or in part the licence fee, provided however there is no obligation on it to do so.

I have read, understand and accept these terms and conditions.

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