

Tenterfield Shire Council (Licensor)

NSW Government Telecommunications Authority (Licensee)

Licence Agreement

Agreement for NSW Government
Telecommunications Authority to use the
telecommunications site known as
Tenterfield Shire Council Radio Site,
Mount McKenzie Lookout Road,
Tenterfield NSW 2372

Contents

1.	Definitions and interpretation	3
1.1	Definitions	3
1.2	Interpretation	5
1.3	Headings	5
1.4	Governing Law	5
1.5	Modifications to Agreement	5
1.6	Performance on Next Working Day	6
1.7	Counterparts	6
1.8	Recitals	6
2.	Grant of Licence	6
2.1	Grant	6
2.2	Term	6
2.3	Option to Extend the Term of the Licence	6
2.4	Subject to Owner's Rights	6
2.5	Yearly Licence Holding Over	7
3.	Licence payments	7
3.1	Licence Fee.....	7
3.2	Review of Licence Fee.....	7
3.3	Method of payment	7
3.4	Apportionment.....	7
4.	Use of Licensed Area	7
4.1	Use of Licensed Area.....	7
4.2	Access.....	8
4.3	Compliance with Statutory Requirements.....	8
4.4	Public and Workplace Health and Safety	8
4.5	No Noxious Use	8
4.6	Conduct of Permitted Use.....	9
4.7	Security	9
4.8	Fire Safety.....	9
4.9	Signs	9
4.10	Exclusion of Warranty	9
4.11	Other users	9
4.12	Failure to comply with consent of other users	10
4.13	Operation	10
4.14	Interference.....	10
4.15	Rectifying interference	10
4.16	Removal for interference.....	10
4.17	Utility Services.....	10
4.18	No restriction on access.....	10
5.	Maintenance and cleaning	11
5.1	Maintenance.....	11
5.2	Ownership and risk	11
5.3	Cleaning	11
5.4	Breakages.....	11
5.5	Reporting of Defects	11
5.6	Services	11
6.	Insurances, proof of insurances and indemnity	12
6.1	Insurance	12
6.2	Proof of insurances	12
6.3	Indemnity.....	12
7.	Assignment	13

Licence Agreement

7.1	General restrictions on assignment	13
7.2	Overriding condition where Lessee is an NSW Government Agency	13
7.3	Release following assignment	13
8.	Default and termination	13
8.1	Default by Licensee	13
8.2	Licensor may remedy	14
8.3	Default by Licensor	14
8.4	Termination by the Lessee	14
8.5	Termination for convenience	15
8.6	Effect on rights or liabilities	15
9.	Removal of the Equipment	15
9.1	Removal on expiry	15
9.2	Removal on termination	15
9.3	Make good	15
9.4	Failure to remove	15
10.	Licensor's rights	16
10.1	Licensor's rights	16
10.2	Sale or dealings with the Land by the Owner/Licensor	16
10.3	Overriding condition where Licensee is a Government Agency	16
11.	Procedural matters	16
11.1	Variation or Waiver	16
11.2	Notices	16
11.3	Costs of Licence, etc	17
11.4	Licences and Approvals	17
12.	Goods and services tax	17
12.1	Consideration exclusive of GST	17
12.2	Taxable Supply	17
12.3	Tax Invoice	18
12.4	Payments	18
13.	Drawings	18

Licence Agreement

Parties

Tenterfield Shire Council (Licensor)

ABN 85 010 810 083

247 Rouse Street, Tenterfield NSW 2372

Telephone: (02) 6736 6000

Email: council@tenterfield.nsw.gov.au

Attention: Property Officer

NSW Government Telecommunications Authority (Licensee)

ABN 85 430 594 829

Level 10, McKell Building

2-24 Rawson Place, Sydney NSW 2001

Telephone: (02) 9319 3128

Email: telco.sites@finance.nsw.gov.au

Attention: Facilities Access Officer

Information Table

Items

- | | |
|----------------|--|
| Item 1. | Commencement Date (clause 1.1)

Date: |
| Item 2. | Term of Licence

5 years with 3 options each of 5 years totalling 20 years |
| Item 3. | Options

3 additional terms of 5 years as follows:

Option 1: Commencing date:

Terminating date:

Option 2: Commencing date:

Terminating date:

Option 3: Commencing date:

Terminating date: |
| Item 4. | Licence Fee

\$1,500.00 per annum payable from the Payment Date. |

Item 5. Payment Date

The earlier of the date on which the Licensee substantially commences construction work to install the Equipment on the Licensed Area (excluding the placement of survey pegs or delivery of materials and the Equipment) and 12 months after the date of this Licence and each anniversary of the Commencement Date.

Item 6. Review Date (clause 1.1)

Annually on the anniversary of the Commencement Date.

Item 7. Termination Date (clause 1.1)

Date:

Item 8. Equipment (clause 1.1)

See Annexure B.

Item 9. Land

All the land contained in certificate of title folio identifier 7003/92653 and more particularly known as Tenterfield Council Radio Site, Mount McKenzie Lookout Road, Mount McKenzie, Tenterfield NSW 2372

Item 10. Permitted Use

The installation, operation, upgrading and maintenance of the Equipment in accordance with the terms of this Licence and the relevant legislation standard and guidelines, 24 hours a day, 7 days a week.

Item 11. Authorised Officers

Licensor: Property Officer

02 6736 6000

Licensee: Infrastructure Manager

02 9219 3170

Item 12. Licensor's Bank Account

Name of account: Tenterfield Shire Council

Name of bank: NAB

Account no: 5099-13697

BSB: 082-829

Recitals

- A. The Licensor owns or operates the Tower and the Shelter in the Licensed Area that is capable of being used for broadcasting, radio communications and telecommunication services and is entitled to grant this Licence.
- B. The Licensee has requested that it be permitted to use the Tower and the Shelter in the Licensed Area for the Permitted Use.
- C. With the consent of the Owner, the Licensor has agreed to allow the Licensee to use the Tower and the Shelter in the Licensed Area subject to the terms and conditions contained in this Licence.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

In this Licence, unless the contrary intention appears otherwise:

"Approvals" means consents, approvals, licences and any renewals of them.

"Asset Protection Zone" means that area of the Land surrounding the Licensed Area which the Licensee clears to prevent bushfire attack.

"Authorised Officer" means any of those persons identified at Item 11 of the Information Table.

"Business Day" means a day that is not a Saturday, a Sunday or a public holiday in the State of New South Wales.

"Commencement Date" means the commencement date of the Term set out at Item 1 of the Information Table.

"Costs" mean any costs, duties, fees, charges and expenses.

"CPI" means All Groups Consumer Price Index published by the Australian Bureau of Statistics for the Jurisdiction or if the Australian Bureau of Statistics stops publishing the CPI, then CPI means the index recommended by the Property Council of Australia as the index most appropriately replaces the CPI.

CPI Rate means the change in the CPI measured from the CPI for the quarter ending immediately before the last date on which the Rent was reviewed (or the Date of Commencement if there has been no intervening rent review) to the CPI for the quarter ending immediately before the relevant review date, expressed as a percentage.

"Fixed Percentage" means 3% per annum.

"Government Agency" means any NSW Government Agency, authority or State Owned Corporation.

"GST Law" means the *A New Tax System (Goods and Services) Act 1999* (Cth) as in force for the time being.

"Information Table" means that part of this Licence Agreement described as Information Table.

"Jurisdiction" means the State of New South Wales.

"Land" means the land owned by the Owner as shown and described in Item 9 of the Information Table.

"Law" means any law whether common law or any law under any statute, ordinance, regulation or code.

"Licence" means the licence granted pursuant to this Agreement and includes any Annexures forming part of and attached to this Licence.

"Licence Fee" means the amount payable by the Licensee in accordance with clause 3.1 as specified in Item 4 of the Information Table.

"Licensed Area" means that part of the Land identified in the Licensed Area Plan in which the Tower and the Shelter is located or installed.

"Licensed Area Plan" means Annexure A of this Licence.

"Licensee" means the party identified in the Information Table and all of the Licensee's employers, agents, representatives or contractors.

"Licensor" means the party identified in the Information Table and its assigns, employees, agents, representatives or contractors.

"Licensor's Bank Account" means the bank account details set out in Item 12 of the Information Table.

"Option" means the further term(s) detailed at Item 3 of the Information Table.

"Owner" means the proprietor or owner of the Land.

"Permitted Use" means the use prescribed at Item 10 of the Information Table.

"Relevant Authority" means, in respect of a particular context or circumstances, any government or any governmental, semi-governmental, quasi-governmental, administrative or judicial body, department, commission, authority, tribunal or entity having jurisdiction and responsibility in respect of that context or those circumstances and which may include the Licensor.

"Services" means the services, if any, running through or servicing the Licensed Area including but not limited to air conditioning, electricity (electrical or fibre cabling), power, gas, oil, water, sewerage, telecommunications, fire hydrant, service sprinkler and public address and includes all pipes, wires, cables, ducts and other conduits in connection with them.

"Shelter" means the telecommunication and ancillary equipment infrastructure and installations located in the Licensed Area together with any replacement equipment or installations as installed by the Licensor from time to time.

"State Owned Corporation" means a State owned corporation within the meaning of the *State Owned Corporations Act 1989*.

"Taxable Supply" has the GST Law.

"**Tax Invoice**" has the meaning given by the GST Law.

"**Term**" means the term of this Licence set out at Item 2 of the Information Table or Item 3 of the Information Table should an Option be in effect.

"**Termination Date**" means the termination date of the Term set out at Item 7 of the Information Table or Item 3 of the Information Table should an Option be in effect.

"**Tower**" means the Licensor's telecommunications tower which forms part of the Licensed Area as it is shown on the plan in Annexure A to this Licence.

"**WH & S**" means Work Health & Safety in accordance with the *Work Health and Safety Act (2011) NSW* and *Work Health & Safety Regulation (2011) NSW*.

1.2 Interpretation

In this Agreement unless the context otherwise requires:

- (a) words denoting the singular number shall include the plural and vice versa;
- (b) words denoting any gender shall include all genders;
- (c) words denoting individuals shall include corporations and vice versa;
- (d) references to any statute, regulation, by-law or ordinance includes amendments, re-enactments or consolidations of any of them;
- (e) references to clauses, annexures and schedules are references to clauses, annexures and schedules of this Licence;
- (f) where an Annexure contains covenants or obligations then the Licensee or the Licensor, as the case may be, must perform or observe those covenants or obligations under this Licence;
- (g) a reference to any party or to a Relevant Authority or to any other person includes their successors and permitted assigns;
- (h) a reference to anything (including any amount) is a reference to the whole and each part of it; and
- (i) for the avoidance of doubt the word Licence, Agreement and Licence Agreement have one and the same meaning.

1.3 Headings

Headings are for ease of reference only and shall not affect the construction of this Agreement.

1.4 Governing Law

This Agreement shall be governed by, and construed in accordance with, the law of New South Wales and the parties submit to the jurisdiction of the Courts of New South Wales.

1.5 Modifications to Agreement

No modifications to this Agreement shall be effective unless in writing signed by the parties.

1.6 Performance on Next Working Day

Where any time limit pursuant to this Agreement falls on a non-business day then that time limit shall be deemed to have expired on the next Business Day.

1.7 Counterparts

This Licence may consist of counterparts and the counterparts taken together constitute one and the same instrument.

1.8 Recitals

The Recitals to this document form part of this Licence.

2. Grant of Licence

2.1 Grant

The Licensor grants to the Licensee a licence to use the Tower and the Shelter in the Licensed Area and the Licensee hereby accepts the licence subject to the provisions of this Licence Agreement.

2.2 Term

This Licence is granted for the Term and the parties agree it will commence on the Commencement Date.

2.3 Option to Extend the Term of the Licence

- (a) This Licence will be automatically renewed for the next of the Options set out in Item 3 of the Information Table unless the Licensee gives the Licensor notice in writing at least 6 months prior to the Termination Date that this Agreement will not be renewed. The new Term commences on the next day after the Termination Date of the previous Term.
- (b) Should this Licence be automatically renewed then it will be on the same terms except:
 - (1) Item 2 and Item 3 will be amended to reflect the appropriate number of remaining Options; and
 - (2) Item 4 will be amended to reflect the Licence Fee payable at the Commencement Date of the Term set out in such amended Item 2; and
 - (3) when the last Option has been automatically renewed, clause 2.3 and Item 3 will be deleted from this Licence.

2.4 Subject to Owner's Rights

This Licence is subject to the Owner's rights with respect to the Land and can be terminated at will by the Licensor if his or her rights or occupation with respect to the Land are terminated by the Owner or come to an end and no compensation whatsoever shall be payable to the Licensee.

2.5 Yearly Licence Holding Over

If the Licensee uses the Tower and the Shelter in the Licensed Area after the Termination Date (other than pursuant to the grant of a further licence) the Licensee must do so as a yearly Licensee for yearly terms thereafter on the same terms and conditions as this Licence as far as they apply to a yearly licence. Either party may terminate the yearly licence by giving not less than 12 months' notice to the other party expiring on any day.

3. Licence payments

3.1 Licence Fee

The Licensee will pay to the Licensor the Licence Fee in advance in each year during the Term.

3.2 Review of Licence Fee

The Licence Fee shall be increased by the lesser of the CPI Rate and the Fixed Percentage on the Review Date.

3.3 Method of payment

Each payment of the Licence Fee must be paid by the Licensee to the Licensor's Bank account by electronic funds transfer.

3.4 Apportionment

If an instalment of Licence Fee is for a period of less than one year, the instalment for that period is apportioned on a daily rate for the relevant licence year.

4. Use of Licensed Area

4.1 Use of Licensed Area

- (a) Subject to the Licensee duly complying with the terms of this Agreement, the Licensor authorises the Licensee, for the Term, to carry out and conduct the Permitted Use within the Licensed Area and for that purpose, to:
- (1) install, operate, maintain, service, upgrade and repair the Equipment strictly within the Tower and the Shelter;
 - (2) install or arrange for the installation, operation and maintenance on the Tower and in the Shelter, of equipment for the supply of all necessary services to the Equipment including, without limitation, all electricity and power connections which are reasonably necessary to permit the Permitted Use to be carried out;
 - (3) erect, construct, install, operate, maintain, adjust, update, modify and remove the Equipment; and
 - (4) undertake relevant vegetation clearing/trimming in order to facilitate access to the Licensed Area and maintenance of the Asset Protection Zone as well as ongoing maintenance and provision of Services.

- (b) The Licensee will not use or permit the use of the Licensed Area, the Tower and the Shelter for any purpose other than the Permitted Use.

4.2 Access

The Licensor acknowledges that the Licensee and all Government Agencies and their associated contractors have access to the Tower and the Shelter in the Licensed Area 24 hours a day, 7 days a week.

4.3 Compliance with Statutory Requirements

The Licensee will at the Licensee's expense observe and comply with the requirements of:

- (a) all Laws, including workers' compensation requirements,
- (b) any Relevant Authority and
- (c) all notices, orders and directions which may be given under the Laws or by any Relevant Authority.

4.4 Public and Workplace Health and Safety

- (a) The Licensee acknowledges that it is an occupier of the Licensed Area, within the meaning of the WH & S.
- (b) The Licensee shall carry out the Permitted Use of the Licensed Area in a safe and reliable manner and must comply with WH & S.
- (c) The Licensee shall notify the Licensor of any natural events or activities within or affecting the Licensed Area or the surrounding area, which it becomes aware of, which may endanger the public.
- (d) The Licensee shall take all reasonable steps to protect the safety of all persons present on the Licensed Area and shall take steps to mitigate any risk of injury to persons that may arise as a result of the Licensee's use of the Licensed Area.
- (e) The Licensee must prior to entry upon the Licensed Area, for the purpose of installing the Equipment and thereafter, to the extent that further works are undertaken by the Licensee on the Licensed Area, the Tower and/or the Shelter, provide to the Licensor, within a reasonable time after request that it do so, all relevant documents in the nature of, but not limited to; risk assessment documents, structural analysis reports, site management plans, safety work method statements as are reasonably required having regard to the nature of the works to be carried out and the nature of any hazards that may arise in the course of that work and evidence that all agents, employees and contractors undertaking work on the Licensed Area, the Tower and the Shelter are suitably qualified.

4.5 No Noxious Use

The Licensee will not cause, allow or suffer to occur any annoyance, nuisance, injury, disturbance or obstruction to the Licensor or other persons rightfully using or being upon the Licensed Area.

4.6 Conduct of Permitted Use

The Licensee will employ trained competent technical staff who have undertaken the relevant site induction training, to maintain continuous operations of the Licensed Area in a professional businesslike manner.

4.7 Security

The Licensee will keep all means of access to the Licensed Area, securely fastened when accessing or leaving the Licensed Area, including gated areas that provide access to the Licensed Area..

4.8 Fire Safety

The Licensee will comply with all requirements of the Licensor and all other Relevant Authorities in relation to fire safety AND will in particular ensure that:

- (a) all reasonable precautions are taken to minimise the risk of bushfire;
- (b) adequate devices and appliances to prevent or retard the spread of fire are provided and are readily available for use during installation, operation or maintenance activities; and
- (c) an Asset Protection Zone is established and maintained on the Land.

4.9 Signs

The Licensee:

- (a) will not without the prior written approval of the Licensor erect, display, affix, paint or exhibit on or to the Licensed Area, the Tower and the Shelter any sign other than approved hazard warning signage; and
- (b) will remove all such signs upon vacating the Licensed Area, the Tower and the Shelter or otherwise at the request of the Licensor.

4.10 Exclusion of Warranty

The Licensee acknowledges that no promise, representation, warranty or undertaking has been given by the Licensor with respect to the suitability or adequacy of the Licensed Area, the Tower and the Shelter (including any Services) for any purpose, and to the full extent permitted by law such promises representations warranties or undertakings as to the suitability and as to adequacy are expressly negated.

4.11 Other users

The Licensee acknowledges that the Licensor has granted and may grant further rights of use of the Licensed Area, the Tower and the Shelter to other parties (users). The Licensee agrees that it must:

- (a) obtain the approval of the Licensor and infrastructure owners to co-site/co-locate upon existing infrastructure in the Licensed Area; and
- (b) install, operate and maintain the Equipment strictly in accordance with the Licensor's consent and infrastructure owner's consent.

4.12 Failure to comply with consent of other users

Without limitation to any other remedy arising in consequence of a breach of clause 4.11, if it is established to the reasonable satisfaction of the Licensor, that the Equipment is installed, operated or maintained in a manner other than as in accordance with a relevant consent, the Licensor may either:

- (a) require the Licensee to cease use of the Equipment until such time as it has installed operated or maintained the Equipment in accordance with the Licensor's consent; and
- (b) if clause 4.11(a) cannot be achieved, terminate this Licence.

4.13 Operation

The Licensee must carry out the Permitted Use and operate the Equipment in a safe, proper and responsible manner.

4.14 Interference

The Licensor and the Licensee must not intentionally do anything in the Licensed Area which causes interference or which materially obstructs, interrupts or impedes the continuous use or the operation of any telecommunications or other equipment installed in the Licensed Area.

4.15 Rectifying interference

If the Licensor notifies the Licensee in writing of any interference which it reasonably considers to be caused by a breach by the Licensee of clauses 4.13 or 4.14, the Licensee must use its best endeavours to remedy such breach. If within 30 days of receiving notification of a breach of clause 4.14 the Licensee is not able to rectify such breach or cannot reasonably demonstrate that the interference is not being caused by its use of the Licensed Area, the Licensee must discontinue operation of the Equipment until such time as it is able to determine the cause of the interference. If the interference is determined to be caused by or arising from the carrying on of the Permitted Use by the Licensee, the Licensee must either eliminate the interference or remove the Equipment.

4.16 Removal for interference

Upon removal of the Equipment pursuant to clause 4.15 the Licensee may, without prejudice to any rights which have at that time accrued to the parties or which may accrue upon termination, terminate this Licence upon the giving of 30 days' written notice of its intention to do so to the Licensor.

4.17 Utility Services

The Licensee will be solely responsible to pay for the cost of supply of all utility Services to the Licensed Area for its use including all electricity charges.

4.18 No restriction on access

The Licensee shall have the right to access the Licensed Area 24 hours a day, 7 days a week.

5. Maintenance and cleaning

5.1 Maintenance

The Licensee will be solely responsible for the maintenance of the Equipment in such a manner and to the extent necessary to ensure that it operates in good working and safe manner. The Licensee will jointly with any other user of the Licensed Area be responsible for the maintenance of the Asset Protection Zone.

5.2 Ownership and risk

The Equipment will belong exclusively to and be the responsibility of the Licensee and this will be so whether or not the Equipment is or becomes affixed to the Tower and/or the Shelter in the Licensed Area by any means whatsoever.

5.3 Cleaning

The Licensee will cause the Licensed Area to be cleaned in a proper and workmanlike manner and kept clean and free from rubbish and inflammable materials arising from its use of the Licensed Area.

5.4 Breakages

The Licensee will make good any breakage, defect or damage to the Tower and the Shelter or any item attaching to the Tower or the Shelter where the damage was caused by the Licensee or persons acting on their behalf.

5.5 Reporting of Defects

The Licensee will promptly inform the Licensor or an Authorised Officer of:

- (a) any act or omission of itself or the Licensee's employees and agents, or
- (b) any defect, failure, want of repair, accident or hazard associated with or in the vicinity of the Licensed Area, or
- (c) any other circumstances,

where any of the above has caused or may cause any danger or risk to the Licensed Area, the Tower, or the Shelter or any person.

5.6 Services

- (a) The Licensor shall use all reasonable endeavours to keep the Services to the Licensed Area, the Tower and the Shelter operative at all times. This may require installation of Services along an access track or another location on the Land as agreed between the Licensor and the Owner. If requested, the Licensor will consent to the registration of the Services and access easements over the Land to enable the Licensee to conduct the Permitted Use.
- (b) The Licensee may use the Services, if any, available to the Licensed Area, the Tower and the Shelter with the approval of, and subject to such conditions as shall be determined by the Licensor.
- (c) If there are no Services available to the Licensed Area, the Tower and the Shelter, the Licensee may provide such Services as the Licensee may reasonably require subject to the approval of the Licensor and the Owner.

- (d) The Licensee may not remove or interfere with any Services constructed or laid within the Licensed Area, the Tower and the Shelter by any Relevant Authority except with the prior written consent of the Licensor and the Relevant Authority.
- (e) The Licensee agrees that it is not entitled to the payment of any compensation if any additional Services are constructed or provided within the Licensed Area, the Tower and the Shelter by any Relevant Authority with the approval of the Licensor. The Licensor agrees to give 60 days' notice to the Licensee of the construction or provision of any proposed Services as far as reasonably practicable. Where provision of such additional Services has the capacity to cause disruption to the operations of the Licensed Area, the Tower and the Shelter, a negotiated agreement must be reached and endorsed by the parties.

6. Insurances, proof of insurances and indemnity

6.1 Insurance

The Licensee must maintain insurance cover in sums satisfactory to the Licensor (acting reasonably) in respect of:

- (a) public liability (and it is agreed that the sum insured in respect of such component must be not less than \$20,000,000.00);
- (b) damage to the Equipment, as well as any other equipment, fittings or fixtures on the Licensed Area, the Tower and the Shelter belonging to the Licensee; and
- (c) damage and all liability to any workmen, employees, agents or contractors of the Licensee.

The Licensor acknowledges and accepts that, as at the date of this Agreement, the Licensee is covered under the NSW Treasury Managed Fund.

If the Licensee ceases to be the NSW Government Telecommunications Authority (ABN 85 430 594 829) or ceases to be covered under the NSW Treasury Managed Fund, the insurance cover required by this clause 6.1 must be maintained under insurance policies effected with reputable insurers authorised to carry on insurance business in Australia.

6.2 Proof of insurances

The Licensee must provide the Licensor with a certificate of currency of the insurances referred to in clause 6.1 on or before the Commencement Date and thereafter as requested by the Licensor.

6.3 Indemnity

The Licensee will hold and keep the Licensor indemnified from and against:

- (a) all liability described in the preceding clause 6.1 arising from any act or omission of the Licensee in the carrying out of the Permitted Use or otherwise using or occupying the Licensed Area, the Tower and the Shelter; and

- (b) all other claims losses damage and liability whatsoever arising from any act or omission of the Licensee in the carrying out of the Permitted Use or otherwise using or occupying the Licensed Area, the Tower and the Shelter.

However, the indemnity provided by this clause 6.3 shall be reduced to the extent that any claim, loss, damage or liability has been contributed to by the negligence or wilful default of the Licensor or its employees or agents.

7. Assignment

7.1 General restrictions on assignment

The Licensee may sublicense, assign, transfer, mortgage, charge or otherwise deal with or dispose of this Licence or the Licensed Area or any part thereof only with the prior written consent of the Licensor, with such consent not to be unreasonably withheld or delayed.

7.2 Overriding condition where Lessee is an NSW Government Agency

Despite clause 7.1, in the case of an assignment of the Licence to a Government Agency, the Licensor must consent to the proposed assignment or transfer or sub-licence and the Licensee need only:

- (a) notify the Licensor of the Government Agency who occupies the Licensed Area; and
- (b) arrange for the assignee to confirm by letter or deed that it performs the obligations contained in this Licence.

7.3 Release following assignment

- (a) If this Licence is assigned pursuant to clause 7.1 or 7.2, the assignor shall be released from all of its obligations under this Licence.

8. Default and termination

8.1 Default by Licensee

If:

- (a) the Licensee commits a material breach of any of its obligations including payment of Licence Fee, the Licensor may serve notice on the Licensee requiring remedy of the breach within a reasonable time having regard to the nature of the breach specified in the notice (Trigger Notice) such period to be not less than 90 days; and
- (b) the Licensee does not remedy the breach within the time specified in the Trigger Notice, the Licensor may serve notice on the Licensee requiring remedy of the breach within a further reasonable time having regard to the nature of the breach such period to be not less than 90 days (Default Notice); and
- (c) the Licensee does not remedy the breach within the period specified in the Default Notice,

the Licensor may terminate this Licence by serving notice to the Licensee at any time before the breach is remedied.

8.2 Licensor may remedy

- (a) The Licensor may remedy defaults of the Licensee under this Licence without being required to do so:
 - (1) when the Licensee fails to pay any money due to someone other than the Licensor or to perform some obligation under this Licence, but only
 - (2) after the Licensor has given to the Licensee notice in writing requiring the Licensee to pay the money or to perform the obligation within 90 days and the Licensee fails to comply with that notice.
- (b) The Licensee is liable to reimburse the Licensor on demand the money paid by the Licensor and the reasonable Costs incurred by the Licensor in remedying any default under this Licence.

8.3 Default by Licensor

- (a) If the Licensor is in default of its obligations under this Licence, the Licensee may serve notice on the Licensor demanding it cease and desist from such conduct.
- (b) If the Licensor continues to be in default of its obligations under this Licence 30 days after service of notice pursuant to clause 8.3, the Licensee may terminate this Licence immediately.

8.4 Termination by the Lessee

In addition to any rights the Licensee may have to terminate this Licence pursuant to clause 8.3:

- (a) if the Licensed Area, the Tower or the Shelter is damaged or destroyed or if there is interruption to access to the Licensed Area, the Tower or the Shelter so as to render the Licensed Area, the Tower or the Shelter wholly or substantially unfit for the occupation or use of the Licensee or inaccessible by any means of access; or
- (b) if any application for a required consent or permit for the installation and use of the Licensed Area, the Tower or the Shelter as part of a telecommunications facility, network or service is rejected or is cancelled, lapses or is otherwise terminated and no further or replacement consent or permit can reasonably be obtained; or
- (c) any application to a Government Agency for a required consent, permit or licence for the installation and use of the Licensed Area, the Tower or the Shelter as part of a telecommunications facility, network or service is granted to the Licensee with conditions unacceptable to it in its absolute and unfettered discretion or is finally rejected or is cancelled, lapses or is otherwise terminated and no further or replacement consent or permit can reasonably be obtained; or
- (d) if the Licensed Area, the Tower or the Shelter are rendered unfit for the Licensee's use by reason of the emergence of physical, radio or other interference,

then the Licensee may terminate the Licence immediately by notice to the Licensor.

8.5 Termination for convenience

Notwithstanding any other clause of this Licence, the Licensee may terminate this Licence in whole or in part by giving 6 months' notice in writing to the Licensor. The Licensor must immediately comply with any directions given in the notice and must do everything possible to mitigate its losses arising in consequence of termination of this Licence.

8.6 Effect on rights or liabilities

Termination of the Licence does not affect the rights or liabilities of the parties in relation to any cause of action accruing prior to termination.

9. Removal of the Equipment

9.1 Removal on expiry

The Licensee must, by no later than 6 months after the Termination Date or earlier termination of the Licence or such other date as the Licensor and the Licensee agree in writing, remove the Equipment from the Licensed Area, the Tower and the Shelter.

9.2 Removal on termination

If this Licence is terminated prior to the Termination Date for any reason whatsoever, then the Licensee must no later than 6 months after receiving notice of such termination, remove the Equipment from the Licensed Area, the Tower and the Shelter. If the Licensee is unable to remove the Equipment from the Licensed Area and the Tower prior to termination of this Licence, then it must obtain the consent of the Licensor to enter upon the Licensed Area, the Tower and the Shelter to effect such removal. Such consent must not be unreasonably withheld but it will be not unreasonable for the Licensor to require that its reasonable cost of supervising such removal and any necessary rectification work be paid in advance by the Licensee.

9.3 Make good

Upon the Licensee removing the Equipment from the Licensed Area, the Tower and the Shelter, the Licensee must, in respect of any damage occasioned upon such removal, at its own cost repair and reinstate the Licensed Area, the Tower and the Shelter as near as reasonably practicable to the condition as at the Commencement Date (fair wear and tear excepted). For the avoidance of doubt the Licensee shall not be required to remove any concrete slab or other foundations in the Licensed Area.

9.4 Failure to remove

- (a) If the Licensee does not remove the Equipment from the Licensed Area, the Tower and the Shelter and carry out its obligations pursuant to clause 9.3 within 6 months after Termination of this Licence, then the Licensor may at its own discretion do so at the cost of the Licensee.
- (b) In the event that the Licensee is deemed to have abandoned the Equipment in accordance with clause 9.4(a) the Licensor may dispose of the Equipment in such manner as it considers fit.
- (c) In the event that the Licensee is deemed to have abandoned the Equipment the Licensor may deem the Equipment is to form part of the Licensed Area and the property of the Licensor.

10. Licensor's rights

10.1 Licensor's rights

- (a) Notwithstanding any other term or provision of this Licence, the Licensor shall at all times have the right to enter upon or remain in any part of the Licensed Area, the Tower and the Shelter for any purpose with or without equipment, without any payment of compensation to the Licensee or any abatement of the Licence Fee.
- (b) The Licensor must use all endeavours not to interfere with the Licensee's Equipment and to make good any damage they cause to the Licensed Area, the Tower and the Shelter.

10.2 Sale or dealings with the Land by the Owner/Licensor

- (a) The Licensor must not sell, transfer, subdivide or otherwise deal with its interest in the Land unless it first procures that the transferee or other relevant person provides a deed poll in favour of the Licensee, in a form reasonably required by the Licensee under which that person agrees to comply with all of the Licensor's covenants as if it were the Licensor party originally named in this Licence.
- (b) The Licensor shall permit registration of easements over the Land for access and Services to the Licensed Area for the Licensee's benefit, the cost of such easements to be borne by the Licensee.
- (c) Intentionally deleted.

10.3 Overriding condition where Licensee is a Government Agency

The Licensor acknowledges that a Government Agency occupies the Licensed Area, the Tower and/or the Shelter and from time to time other Government Agencies may occupy the Licensed Area, the Tower and/or the Shelter and such occupation is not an assignment or sub-licence of this Licence.

11. Procedural matters

11.1 Variation or Waiver

- (a) 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 either party unless by express consent in writing.
- (b) A waiver by the Licensor of any breach of any condition contained or implied in this Licence shall not operate as a waiver of another breach of the same or of any other condition in this Licence.

11.2 Notices

- (a) A notice or other communication ('Notice') has no legal effect unless it is in writing, and:
 - (1) delivered at the address for service as set out in the Information Table hereof or as otherwise advised in writing to the other party from time to time (the 'address for service'); or

- (2) sent by security post, certified mail or postage prepaid, to the address for service of the addressee.
- (b) A Notice is deemed given to and received by the party to which it is addressed if:
 - (1) delivered, upon delivery;
 - (2) mailed, on the date it would in the ordinary course be delivered or sent.
- (c) The details of the parties' address for service as at the date of this Agreement are:
 - (1) Licensor: as set out on page 1 of this Licence.
 - (2) Licensee: as set out on page 1 of this Licence.

Each party agrees to notify the other party in writing of any change to these details and must keep these details up to date.

11.3 Costs of Licence, etc

The Licensee will pay to the Licensor the reasonable costs of or incidental to:

- (a) the preparation, completion, stamp duty (if any) and registration of this Licence and any variation thereto provided however that such costs do not exceed \$750.00 plus GST;
- (b) any application for the consent of the Licensor,
- (c) any breach or default by the Licensee,
- (d) the exercise or attempted exercise of any right, power, privilege, authority or remedy of the Licensor.

11.4 Licences and Approvals

- (a) The Licensee will apply for and take all steps required to obtain and maintain all necessary Approvals that are required for the purposes of this Licence.
- (b) The Licensee will at the expiration or sooner determination of this Licence do everything necessary to enable the Licensor or any person authorised by him or her to obtain the renewal or transfer of the Approvals or any new Approvals.

12. Goods and services tax

12.1 Consideration exclusive of GST

The parties agree that any consideration or payment obligation arising under or in connection with this Licence is exclusive of GST unless stated otherwise.

12.2 Taxable Supply

- (a) This clause applies if a supply made under or in connection with this Licence is a Taxable Supply.

- (b) If this clause applies, the consideration for the Taxable Supply is increased by an additional amount equal to the amount of that consideration multiplied by the relevant GST rate.
- (c) The additional amount under clause 12.2(b) is payable at the same time and in the same manner as the consideration for the Taxable Supply to which the additional amount relates.

12.3 Tax Invoice

A party who makes a Taxable Supply must provide a Tax Invoice within 28 days of a request.

12.4 Payments

- (a) Unless otherwise stated in this Licence, the following principles apply when determining the amount of a payment under this Licence if a party:
 - (1) is entitled under this Licence to be reimbursed or indemnified by the other party for an expense, claim, loss, liability or cost incurred in connection with this Licence, the reimbursement or indemnity payment must not include any GST component of the expense, claim, loss, liability or cost for which an Input Tax Credit may be claimed; and
 - (2) sets off an amount under this Licence, the same principles apply to calculate the amount to be set off, as if the amount had been paid in accordance with clause 12.4(a).

13. Drawings

The Licensee must provide to the Licensor a copy of the "for construction" drawings relating to the Licensee's installation of the Equipment.

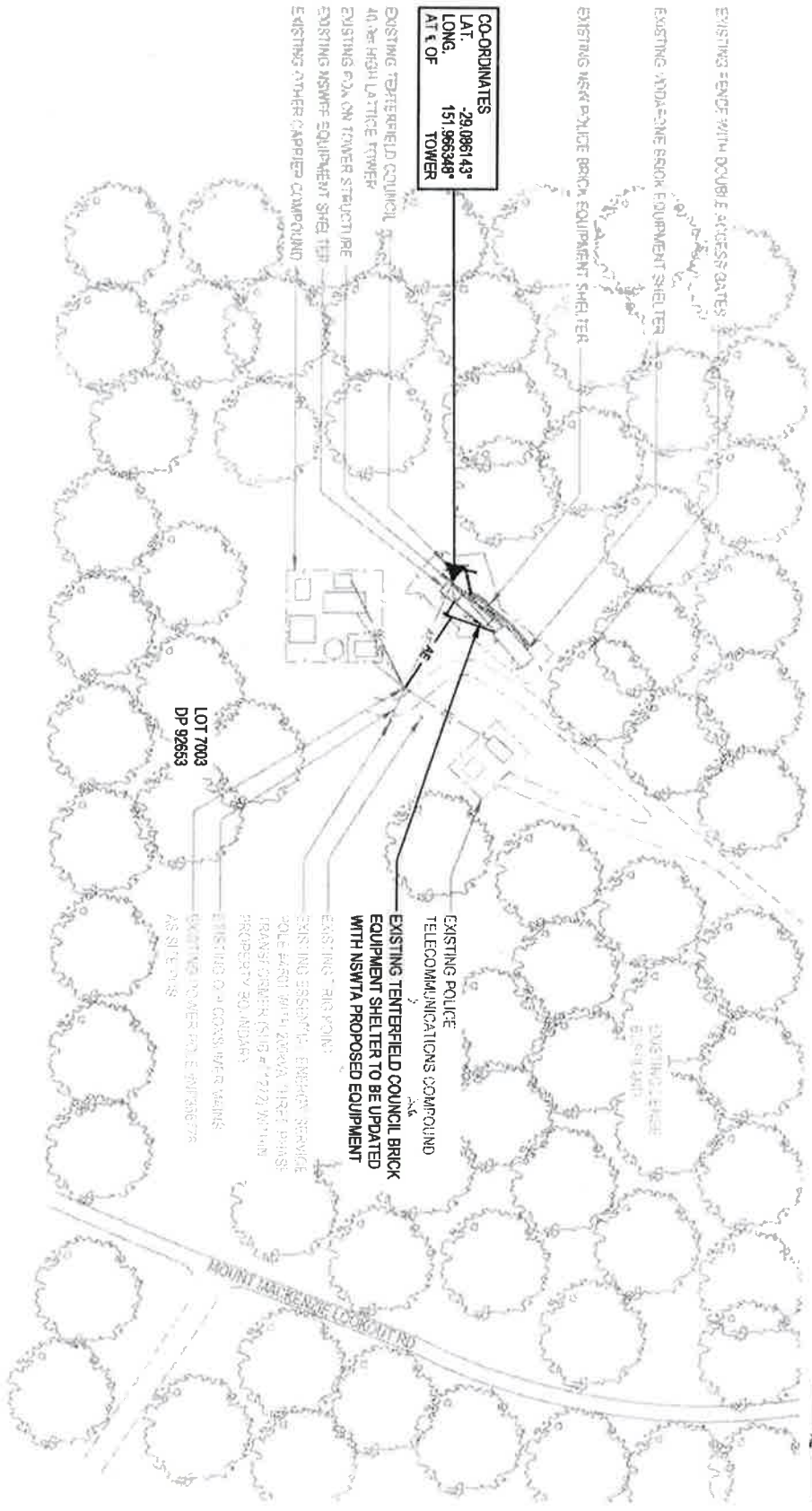
Annexure A

Licensed Area Plan



NOTE:
ALL EXISTING OVERHEAD ELECTRICAL SERVICES
SHOWN INDICATIVE ONLY.

- LEGEND:**
- EXISTING FENCE LINE
 - EXISTING OH POWER SUPPLY
 - PROPOSED OH POWER SUPPLY



OVERALL SITE PLAN
SCALE 1:1000

MT MACKENZIE
130220



OVERALL SITE PLAN
PRELIMINARY

<p>Department Logo</p> <p>Telco Authority</p>	<p>Mount Mackenzie TENTERFIELD, NSW 2372</p>	<p>Overall Status</p> <p>PRELIMINARY</p>	<p>Drawing No.</p> <p>GRN-MACK-DWG-INF-STE-04</p>	<p>Revision</p> <p>A</p>
---	--	--	---	--------------------------

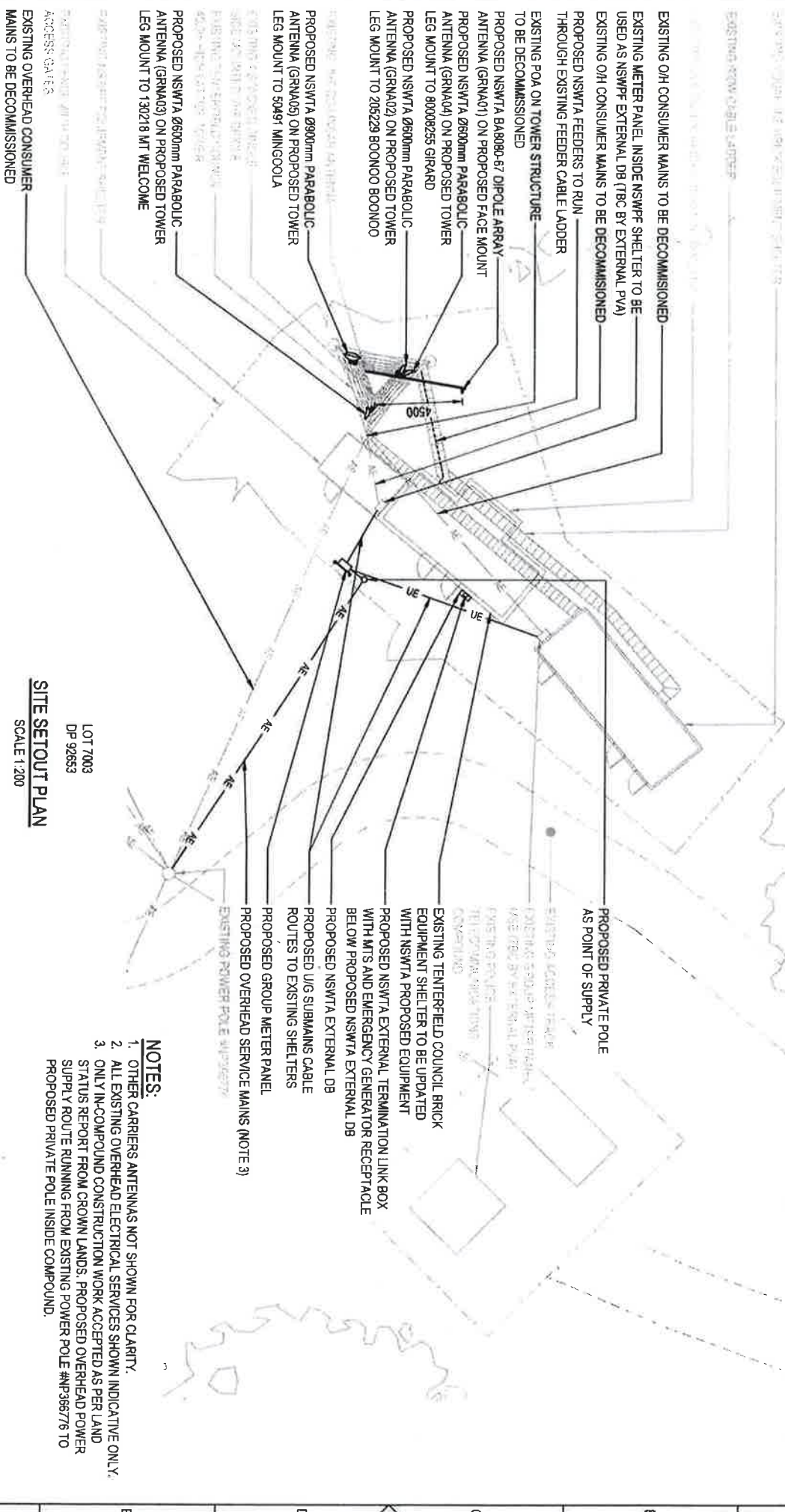
Annexure B

Equipment



LEGEND:

---	EXISTING FENCE LINE
---	EXISTING O/H POWER SUPPLY
---	PROPOSED O/H POWER SUPPLY
---	PROPOSED U/G POWER SUPPLY
---	PROPOSED O/H POWER SUPPLY



SITE SETUP PLAN
SCALE 1:200

- NOTES:**
1. OTHER CARRIERS ANTENNAS NOT SHOWN FOR CLARITY.
 2. ALL EXISTING OVERHEAD ELECTRICAL SERVICES SHOWN INDICATIVE ONLY.
 3. ONLY IN-COMPOUND CONSTRUCTION WORK ACCEPTED AS PER LAND STATUS REPORT FROM CROWN LANDS. PROPOSED OVERHEAD POWER SUPPLY ROUTE RUNNING FROM EXISTING POWER POLE #NP365776 TO PROPOSED PRIVATE POLE INSIDE COMPOUND.

A. DESIGN RESPONSIBILITY		1		2		3		4		5	
Item	Client	Designer	Checker	COO	Designer	Year	Rev	By	Approved		
<p>Department Logo</p> <p>NSW Government</p> <p>Telco Authority</p>						<p>MT MACKENZIE 130220</p>			<p>MOUNT MACKENZIE TENTERFIELD, NSW 2372</p>		
<p>Lot 7003 DP 92553</p>						<p>SITE SETUP PLAN SCALE 1:200</p>					
<p>EXISTING OVERHEAD CONSUMER MAINS TO BE DECOMMISSIONED</p>						<p>EXISTING OVERHEAD SERVICE MAINS (NOTE 3)</p>					
<p>PROPOSED NSWTA 06900mm PARABOLIC ANTENNA (GRN401) ON PROPOSED TOWER LEG MOUNT TO 80008255 GIRARD</p> <p>PROPOSED NSWTA 06900mm PARABOLIC ANTENNA (GRN402) ON PROPOSED TOWER LEG MOUNT TO 206229 BOONOO BOONOO</p> <p>PROPOSED NSWTA 06900mm PARABOLIC ANTENNA (GRN403) ON PROPOSED TOWER LEG MOUNT TO 130218 MT WELCOME</p> <p>PROPOSED NSWTA 06900mm PARABOLIC ANTENNA (GRN405) ON PROPOSED TOWER LEG MOUNT TO 50491 MINGOOOLA</p> <p>EXISTING POA ON TOWER STRUCTURE TO BE DECOMMISSIONED</p> <p>PROPOSED NSWTA BA8090-67 DIPOLE ARRAY ANTENNA (GRN401) ON PROPOSED FACE MOUNT ANTENNA (GRN401) ON PROPOSED TOWER LEG MOUNT TO 80008255 GIRARD</p> <p>PROPOSED NSWTA 06900mm PARABOLIC ANTENNA (GRN402) ON PROPOSED TOWER LEG MOUNT TO 206229 BOONOO BOONOO</p> <p>PROPOSED NSWTA 06900mm PARABOLIC ANTENNA (GRN403) ON PROPOSED TOWER LEG MOUNT TO 130218 MT WELCOME</p> <p>PROPOSED NSWTA 06900mm PARABOLIC ANTENNA (GRN405) ON PROPOSED TOWER LEG MOUNT TO 50491 MINGOOOLA</p> <p>PROPOSED PRIVATE POLE AS POINT OF SUPPLY</p> <p>EXISTING TENTERFIELD COUNCIL BRICK EQUIPMENT SHELTER TO BE UPDATED WITH NSWTA PROPOSED EQUIPMENT</p> <p>PROPOSED NSWTA EXTERNAL TERMINATION LINK BOX WITH MTS AND EMERGENCY GENERATOR RECEPTACLE BELOW PROPOSED NSWTA EXTERNAL DB</p> <p>PROPOSED NSWTA EXTERNAL DB</p> <p>PROPOSED U/G SUBMANS CABLE ROUTES TO EXISTING SHELTERS</p> <p>PROPOSED GROUP METER PANEL</p> <p>PROPOSED OVERHEAD SERVICE MAINS (NOTE 3)</p> <p>EXISTING POWER POLE #1515675</p>											
<p>Drawing Title: SITE SETUP PLAN</p> <p>Drawing Status: PRELIMINARY</p> <p>Drawing No: GRN-MACK-DWG-INF-STE-05</p> <p>Revision: A</p>											

NOTE:
EXISTING OTHER CARRIERS ANTENNAS SHOWN INDICATIVELY.

LEGEND:

— AE — PROPOSED O/H POWER SUPPLY

Client: Tenterfield Council	Project: MOUNT MACKENZIE TENTERFIELD NSW 2372	Scale: 1:200
Drawn: M. Uddin	Checked: M. Uddin	Date: 12/23/2018
Project No: GRN-MACK-DWG-INF-TWR-01	Revision: A	Sheet: 5

MT MACKENZIE
130220

SITE ELEVATION

GRN-MACK-DWG-INF-TWR-01

EXISTING TENTERFIELD COUNCIL 40-0m HIGH LATTICE TOWER

PROPOSED NSWTA FEEDERS TO RUN THROUGH PROPOSED FEEDER BRACKETS

EXISTING TENTERFIELD COUNCIL BRICK EQUIPMENT SHELTER EQUIPMENT SHELTER TO BE UPDATED WITH NSWTA PROPOSED EQUIPMENT

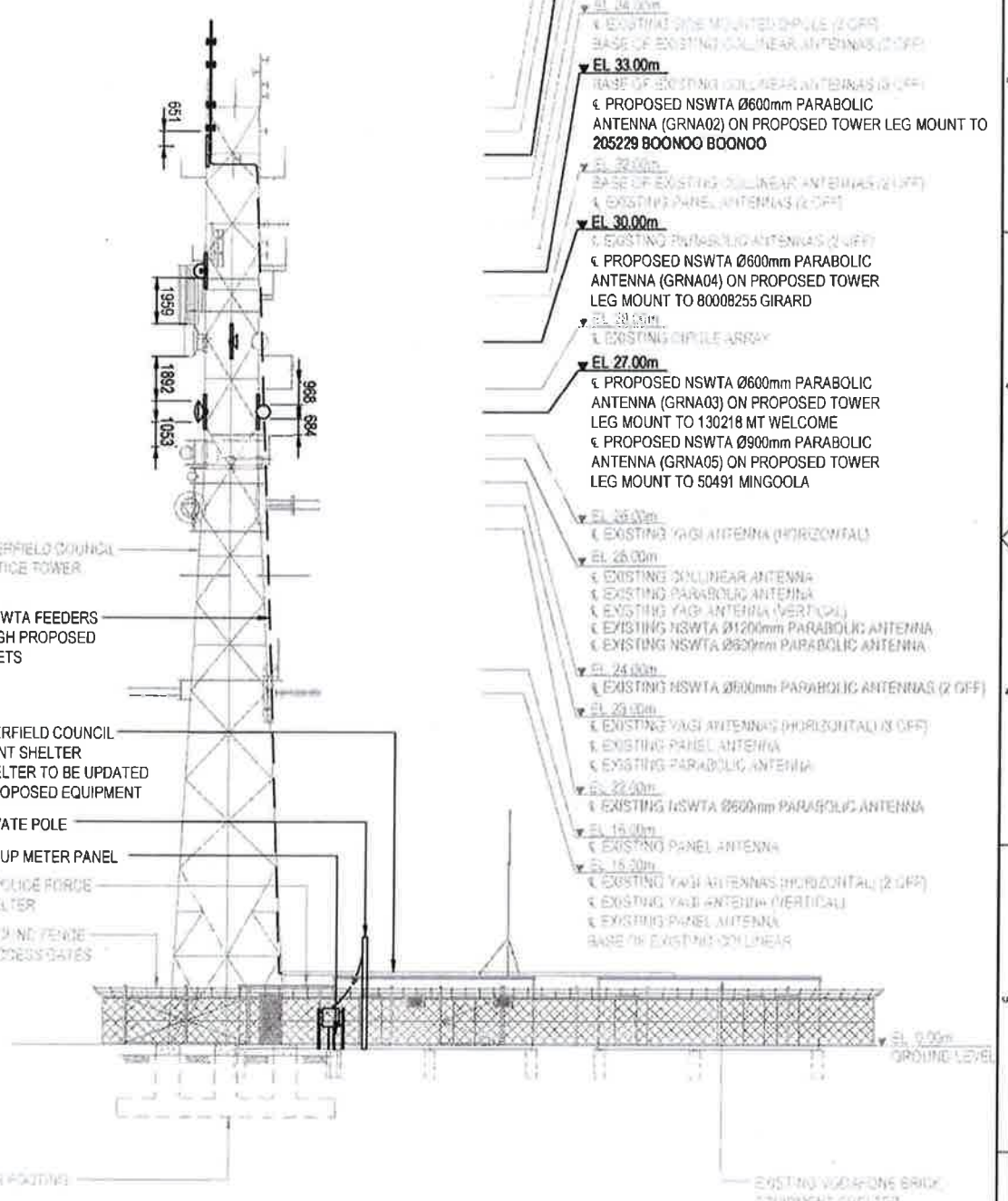
PROPOSED PRIVATE POLE

PROPOSED GROUP METER PANEL

EXISTING NSW POLICE FORCE EQUIPMENT SHELTER

EXISTING MCKENZIE FENCE WITH DOUBLE ACCESS GATES

EXISTING TOWER FOUNDATION



- EL. 38.00m
- BASE OF PROPOSED NSWTA BA8080-67 DIPOLE ARRAY ANTENNA (GRNA01) ON PROPOSED FACE MOUNT
- EL. 37.00m
- BASE OF EXISTING COLINEAR ANTENNAS (2 OFF)
- EL. 35.00m
- EXISTING YAGI ANTENNAS (VERTICAL)
- EL. 34.00m
- BASE OF EXISTING DIPOLE (2 OFF)
- BASE OF EXISTING COLINEAR ANTENNAS (2 OFF)
- EL. 33.00m
- BASE OF EXISTING COLINEAR ANTENNAS (2 OFF)
- PROPOSED NSWTA Ø600mm PARABOLIC ANTENNA (GRNA02) ON PROPOSED TOWER LEG MOUNT TO 205229 BOONOO BOONOO
- EL. 32.00m
- BASE OF EXISTING COLINEAR ANTENNAS (2 OFF)
- EXISTING PANEL ANTENNAS (2 OFF)
- EL. 30.00m
- EXISTING PARABOLIC ANTENNAS (2 OFF)
- PROPOSED NSWTA Ø600mm PARABOLIC ANTENNA (GRNA04) ON PROPOSED TOWER LEG MOUNT TO 80008255 GIRARD
- EL. 29.00m
- EXISTING DIPOLE ARRAY
- EL. 27.00m
- PROPOSED NSWTA Ø600mm PARABOLIC ANTENNA (GRNA03) ON PROPOSED TOWER LEG MOUNT TO 130218 MT WELCOME
- PROPOSED NSWTA Ø900mm PARABOLIC ANTENNA (GRNA05) ON PROPOSED TOWER LEG MOUNT TO 50491 MINGOOLA
- EL. 26.00m
- EXISTING YAGI ANTENNA (HORIZONTAL)
- EL. 25.00m
- EXISTING COLINEAR ANTENNA
- EXISTING PARABOLIC ANTENNA
- EXISTING YAGI ANTENNA (VERTICAL)
- EXISTING NSWTA Ø1200mm PARABOLIC ANTENNA
- EXISTING NSWTA Ø600mm PARABOLIC ANTENNA
- EL. 24.00m
- EXISTING NSWTA Ø600mm PARABOLIC ANTENNAS (2 OFF)
- EL. 23.00m
- EXISTING YAGI ANTENNAS (HORIZONTAL) (2 OFF)
- EXISTING PANEL ANTENNA
- EXISTING PARABOLIC ANTENNA
- EL. 22.00m
- EXISTING NSWTA Ø600mm PARABOLIC ANTENNA
- EL. 19.00m
- EXISTING PANEL ANTENNA
- EL. 18.00m
- EXISTING YAGI ANTENNAS (HORIZONTAL) (2 OFF)
- EXISTING YAGI ANTENNA (VERTICAL)
- EXISTING PANEL ANTENNA
- BASE OF EXISTING COLINEAR
- EL. 0.00m
- GROUND LEVEL

SOUTH ELEVATION
SCALE 1:200

Executed on

2019

EXECUTED for and on behalf of **Tenterfield Shire Council** ABN 85 010 810 083 by its Delegate or authorised representative in the presence of:

Signature:

Signature:

Name:

Name:

Address:

Authority:

Witness

EXECUTED for and on behalf of **NSW Government Telecommunications Authority** ABN 85 430 594 829 by its delegate or authorised representative in the presence of:

Signature:

Signature:

Name:

Name:

Address:

Authority:

Witness