

LICENCE AND INDEMNITY AGREEMENT

BETWEEN

WATER CORPORATION

AND

SHIRE OF KENT

Water Corporation
629 Newcastle Street
LEEDERVILLE WA 6007
Ph: (08) 9420 2514
Fax: (08) 9420 2642

This Licence and Indemnity Agreement

is made on _____ 2024 between the following parties:

The **WATER CORPORATION** ABN 28 003 434 917 a body corporate established under the *Water Corporation Act 1995 (WA)* of John Tonkin Water Centre, 629 Newcastle Street, Leederville Western Australia 6007 (**Licensor**)

The **SHIRE OF KENT** ABN 74 9445 163 281 of 24-26 Richmond Street Nyabing WA 6341 (**Licensee**)

Background

- A.** The Licensor is the responsible agency for the care, control and management of Reserve 30159 for the purpose of "Water Supply".
- B.** Licensee would like to carry out the Purpose.
- C.** Licensee accepts the terms and conditions of this Licence
- D.** The parties agree that the Licensee may use the Land for the permitted Purpose on the terms and conditions of this Licence.

1. Licence

- (a) The Licensor agrees to grant a licence to the Licensee in relation to the Land and Premises.
- (b) This Licence confers no right of exclusive occupation of the Premises to the Licensee and the Licensor is entitled to deal with the Land and the Premises as it sees fit without restrictions from the Licensee.
- (c) This Licence is contractual only and does not give the Licensee any proprietary interest in any part of the Land or the Premises.
- (d) This licence is granted subject at all times to the right of the Licensor to use the Land and the Premises for the purposes for which the Land and the Premises are owned or vested in the Licensor.
- (e) This Licence may only be varied or replaced by a written agreement of the parties.
- (f) The Licence shall commence on the Commencement Date and expire at the end of the Term.
- (g) The Licensee's activities on the Land shall be restricted to those activities in pursuit of the Purpose.
- (h) The Parties agree that this License is personal to them and they will not assign, charge or sub-licence this Licence.

2. Indemnity

- (a) The Licensee acknowledges and accepts that it shall, at all times (and must ensure that its employees, contractors) comply with its Obligations and agrees that it must release and indemnify the Licensor from:
 - (i) liability for any damage, loss, injury or death occurring on the Land and Premises;
 - and

- (ii) any action or demand arising from any damage, loss, injury or death caused by the Licensee and its employee, contractor and visitor's act or negligence or occupation of the Land.
- (b) The Licensee's indemnity does not apply to the extent that the Licensor caused or contributed to the damage, loss, injury or death by their act or negligence.

3. Crown Reserve & Indemnity

The grant of this Licence is subject to the prior written approval of the Minister of Lands under section 18 of the *Land Administration Act 1997 (WA)*, and the Licensee acknowledges that the provisions of section 18 of the *Land Administration Act 1997 (WA)* apply.

The Licensee must not:

1. Sell, transfer or otherwise dispose of the Licence;
2. Mortgage the Licence;
3. Grant a sublicense;
4. Otherwise create or grant an interest in the Site Location; or
5. Vary this clause 3,

Without the prior approval in writing of the Minister of Lands under the *Land Administration Act 1997 (WA)*

The Licensee indemnifies the Minister for Lands for all Loss paid, suffered or incurred by the Minister for Lands to the extent due to or arising out of any of the matters specified in clause 2.

4. Insurance

During the Term, each party must maintain current public risk insurance and on request, provide evidence of currency of the policy when required to do so by the other party.

5. Termination

- (a) In the event of breach of any of the responsibilities of this Licence by the Licensee, the Licensor may terminate by notice in writing to the Licensee.
- (b) Either party may terminate this Agreement provided that one party gives to the other, one month's written notice. The Licensor will not in any circumstances be liable for any loss sustained by the Licensee or any person claiming under or through the Licence as a result of or arising directly or indirectly in any way from the termination of this Licence.

6. General

- (a) The Licensee agrees to seek, maintain, and comply with all relevant necessary approvals to use the Premises for the permitted Purpose under this Licence.
- (b) Each party must bear its costs arising out of the preparation, negotiation and execution of this Agreement.
- (c) This Licence is governed by and is to be constructed in accordance with the laws of Western Australia.
- (d) This Licence may be executed in any number of counterparts, all of which will taken together constitute the same document.
- (e) This Licence embodies the entire understanding of the parties and supersedes any prior Licence (whether in writing or not) between the parties, in relation to the subject matter of this Licence

SCHEDULE

Item	Term	Definitions
1	Land	Reserve 30159 Lot 171 on Deposited Plan 195298 on Qualified Certificate of Title Volume LR3121 Folio 381 As shown in Appendix 1
2	Premises	NA
3	Purpose	Access to Land to maintain the bitumen catchment
4	Commencement Date	Being the date when Minister of Land's approval is received
5	Term	Until 1 st November 2028
6	Licence Fee	\$1.00 + GST pa
7	Further Term	NA
8	Rent Review(s)	NA
9	Licensor's Address for Service of Notices	Water Corporation PO Box 100 Leederville WA 6902 Attn: Procurement & Property – Jason Kee Jason.kee@watercorporation.com.au (08) 9420 2232
10	Licensee's Address for Service of Notices	Shire of Kent PO Box 15 Nyabing WA 6341 Attn: Christie Smith Email –ceo@kent.wa.gov.au (08) 9851 9780
11	Insurance Amount	\$20,000,000 Public Liability
12	Obligations	The Licensee and its employee and contractor shall: <ul style="list-style-type: none"> (a) Maintain and keep the areas of the Land and Premises in good, clean and tidy condition; (b) Not place anything on the Land and Premises which is likely to prevent or hinder the Licensor in undertaking any operational works; (c) Not to store chemicals, flammable liquids, acetylene gas or volatile or

		<p>explosive oils or compounds or substances or any other hazardous substance upon the Land and Premises;</p> <p>(d) Not erect or construct any additional structures on the Land and Premises without the Licensor's written permission other than those in existence at the Commencement Date;</p> <p>(e) Not do anything that will damage the Licensor's infrastructure within the Land and Premises;</p> <p>(f) Allow the Licensor full and free access to the Land and Premises to repair, maintain and improve the existing infrastructure. The Licensor will use its reasonable endeavours to minimise disruptions to the Licensee;</p> <p>(g) Remove any of the Licensee's infrastructure and make good at termination unless a renewal is reached prior;</p> <p>(h) Not cause or permit any contamination of the Premises or Land in pursuit of the Licensee's activities. If any contamination occurs, the Licensee is to do everything necessary to minister the effect of the contamination and make good any damage caused by the contamination;</p> <p>(i) Maintain and repair the catchment to the Dam at the Licensee's cost;</p> <p>(j) Ensure that the Water Supply Agreement runs concurrently to this Licence.</p>
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Signing Page

Executed as an agreement

The Common Seal of Shire of Kent ABN
74 945 163 281 was hereunto affixed by
authority of Council in the presence of:

Chief Executive Officer (signature)

Mayor (signature)

Chief Executive Officer (print full name)

Mayor (print full name)

SIGNED by **Colm Lawrence Stanley** the **Manager Property Management of Water Corporation (a Level 1 Attorney)** and by **Domenico Papalia** the **Lead, Property Acquisitions of Water Corporation (a Level 1 Attorney)** as the attorneys for Water Corporation who state that they have no notice of revocation of the **Power of Attorney No N704556 dated 22 August 2017** under which they sign in the presence of:

Witness

Name (please print)

C/- 629 Newcastle Street,
Address

Leederville WA 6007
Address (continued)

Occupation

Witness

Name (please print)

C/- 629 Newcastle Street,
Address

Leederville WA 6007
Address (continued)

Occupation

Attorney

Colm Lawrence Stanley

Manager, Property Management of Water Corporation
Designated Post

Attorney

Domenico Papalia

Lead, Property Acquisitions of Water Corporation
Designated Post

Appendix 1 - Land



Appendix 2 – Section 18 consent