

River Murray Structure(s) Terms and Conditions (Crown Land)

1. Definitions

In this Licence, unless otherwise provided:

- 1.1. "Licence" means this licence and a reference to this Licence is a reference to this Licence as varied from time to time.
- 1.2. "Licensee" means the person or persons specified on page 1 of this Licence and includes agents, contractors, employees, officers or invitees of the Licensee.
- 1.3. "Licensed Area" means the area described as "description of licensed area" on page 1 of this Licence.
- 1.4. "Licence Fees" has the meaning defined in clause 4 of this Licence.
- 1.5. "Licensing Officer" means a DEWNR representative from <Regional Office> , <Regional Office phone no.>
- 1.6. "Permitted Use" means for construction and or use of River Murray Structures as outlined on this Licence.
- 1.7. "Term" has the meaning as defined in clause 3 of this Licence.

2. The Licence

- 2.1. The Minister grants to the Licensee a non-exclusive licence to use the Licensed Area for the Permitted Use for the duration of the Licence Term on the terms and conditions set out in this Licence.
- 2.2. This Licence is not a title, nor does it convey any rights of ownership or any other proprietary interest in the Licensed Area. The Licence confers a right to enter and use the Licensed Area for the Permitted Use.
- 2.3. The Licence does not grant an exclusive right to the Licensed Area and members of the public may access the Licensed Area (subject to any prohibition or restriction on public access to the Licensed Area imposed by the Minister).
- 2.4. The Minister may at any time, by written notice, vary the terms and conditions of this Licence.
- 2.5. The conditions as outlined in this Licence apply to the whole of the structure(s) the subject of Permitted Use including any part projecting into the bed of the River Murray.

3. Term

- 3.1. The Licence shall be for a period of 12 months commencing on the date of issue of this Licence or date of renewal of the Licence (as the case may be), unless earlier cancelled.
- 3.2. If the Licence is renewed, the renewal of the Licence will be subject to the Licence Fees on the terms and conditions of this Licence including any variations made by the Minister.

4. Fees

- 4.1. The Licence Fees will be:
 - a) as fixed by the Minister from time to time, and
 - b) as prescribed by regulations.
- 4.2. The Licensee must pay all fees with respect to the Licence as they fall due.
- 4.3. The Licensee is responsible for payment of any separately raised rates, fees or taxes associated with the licensed area.

5. Restrictions on Access and Use

- 5.1. The Licensee must not use the Licensed Area for any purpose other than the Permitted Use.
- 5.2. The Licence number must be clearly displayed at the Site of the Permitted Use.

- 5.3. The Licensee must not make alterations or additions to the structure(s) without the prior written consent of the Minister and any approvals required by law including (without limitation) the requirements of the *Development Act 1993*.
- 5.4. The Licensee must not use the structure(s) for a commercial purpose without the prior written consent of the Minister and any approvals required by law.
- 5.5. **<Activites in this list permitted by the licence can be removed - seek delegate approval>** Subject to the terms of this Licence, the Licensee must not without the prior written consent of the Minister:
 - a) cultivate the Licensed Area or cause or permit animals to enter or remain on the Licensed Area;
 - b) drive a motor vehicle on the Licensed Area, other than on an established road or track;
 - c) damage or remove fossils from the Licensed Area;
 - d) excavate or otherwise damage or interfere with the Licensed Area;
 - e) cut down, remove branches from or otherwise damage any tree or bush (whether alive or dead) on the Licensed Area;
 - f) make any alteration or addition to the Licensed Area including (without limitation) erect or install any structure, fixture, plant or equipment;
 - g) abandon property of the Licensed Area; or
 - h) close or obstruct (whether by fences, gates or by any other means) a road or track on the Licensed Area.
- 5.6. The Licensee must at their own expense:
 - a) maintain the Licensed Area, including all improvements on the Licensed Area in a good, neat and tidy state of repair and condition (fair wear and tear excepted) free from refuse and debris during the Term of this Licence;
 - b) take all reasonable measures to keep the Licensed Area free from vertebrate pests, pest plants and disease and shall not permit the Licensed Area to be or become in any insanitary or unhygienic condition;
 - c) not foul or pollute any water in a creek, river, well, dam reservoir or lake in the Licensed Area; and
 - d) promptly make good any damage caused to the Licensed Area by the Licensee.
- 5.7. Subject to the terms of this Licence, the Licensee must not without the prior written consent of the Minister bring or permit any person to bring onto the Licensed Area, any dangerous, noxious, toxic, hazardous, volatile, inflammable or explosive substances or any environmentally hazardous chemical or substance.
- 5.8. The Licensee must:
 - a) take all reasonable precautions against the occurrence of fire in or about the Licensed Area; and
 - b) comply with all reasonable directions of the Minister or a person with relevant authority with respect to fire safety.
- 5.9. The Licensee acknowledges that the Minister may prohibit or restrict access to the Licensed Area for any reasonable purpose and the Licensee will have no right or claim against the Crown in the right of the State of South Australia in respect of any such closure.
- 5.10. The Licensee must comply with any prohibition or restriction on access to the Licensed Area imposed by the Minister.
- 5.11. If the Licensee becomes aware of a risk to public safety in the Licensed Area, the Licensee must immediately notify the Licensing Officer.

6. Statutory compliance

- 6.1. The Licensee must at all times during the Term of the Licence, comply with the requirements of all statutes, regulations, by-laws, ordinances, rules or other forms of statutory instruments or delegated legislation applicable to the Licensed Area or to the entry to and use of the Licensed Area by the Licensee including (without limitation) the *Crown Land Management Act 2009*.

- 6.2. The Licensee must not take water from the River Murray or other prescribed water resource without the authorisation(s) required by the *Natural Resources Management Act 2004*.

7. Insurance and Approvals

- 7.1. The Licensee must maintain public liability insurance for the Term of the Licence and such insurance must be equal to or greater than ten million dollars or such other amount as the Minister may require from time to time.
- 7.2. Without limiting the Licensee's obligations under this Licence, the Licensee must at their own expense obtain and maintain during the Term of the Licence all approvals necessary for the Permitted Use.
- 7.3. The Minister may at any time require the Licensee to provide proof to the Minister's satisfaction that the public liability insurance policy or any approval necessary for the Permitted Use has been effected and maintained.

8. Release

- 8.1. The Licensee enters and uses the Licensed Area at their sole risk in all things and the Licensee releases to the full extent permitted by law the Crown in the right of the State of South Australia in the absence of any default or neglect on the part of the Crown from any claims and demands of every kind resulting from the entry to and/or use of the Licensed Area by the Licensee.

9. Indemnification

- 9.1. The Licensee shall indemnify the Crown in the right of the State of South Australia from and against all actions, suits, claims and demands made against the Crown arising from or out of or in connection with the entry to and/or use of the Licensed Area by the Licensee except where loss arises as a result of default or neglect by the Crown in the right of the State of South Australia.

10. Transfer or otherwise dealing with the licence

- 10.1. The Licensee must not assign, transfer or otherwise deal with the Licence without the consent of the Minister.

11. Minister to access land

- 11.1. The Minister and any officer, employee, agent or contractor of the Minister may enter upon the Licensed Area or any part of it at any time for any reasonable purpose.

12. Cancellation

- 12.1. The Licensee may cancel this Licence by providing 1 month's written notice to the Minister.
- 12.2. The Minister may cancel this Licence:
- a) if a condition of the licence has been breached - by notice in writing to the Licensee; or
 - b) if any other case – by no less than 1 month's notice in writing to the Licensee.
- 12.3. The Licensee will have no right or claim against the Crown in the right of the State of South Australia arising out of or in connection with the exercise of the power of cancellation.

13. Obligations at the end of the licence

- 13.1. The Licensee must, at their own expense, upon the expiration or earlier cancellation of this Licence vacate the Licensed Area and leave the area in good and substantial repair, order and condition in all respects as shall be consistent with the entitlements and obligations in this Licence.
- 13.2. [NOTE – SELECT IF APPROPRIATE] The Licensee must within 30 days remove from the Licensed Area their plant, equipment, chattels, goods and effects.

[NOTE – ADDITIONAL CONDITIONS MAY BE INCLUDED FOLLOWING ANY CONSULTATION REQUIRED UNDER SECTIONS 46 AND 48 OF THE CROWN LAND MANAGEMENT ACT 2009]