



## Norah Head Lighthouse Reserve Manager Board

P.O. Box 4 Toukley, NSW 2263 Australia

### WEDDING OCCUPATION LICENCE TERMS AND CONDITIONS

#### INTRODUCTION

A. The Manager Board is a Corporation established under the provisions of the Act and is trustee of the Reserve for various purposes of heritage, public recreation and coastal environmental protection and was appointed as trustee pursuant to section 92 of the Act.

B. The Manager Board is responsible for the whole of the reserve.

#### Definitions

- Act means the Crown Lands Act 1989, the Crown Lands (General) Regulation and the Crown Lands (General) By Law 2006 collectively.
- Amount means the fee, set by the Manager Board annually:
  - i. for hiring the Reserve for the wedding only; or
  - ii. for hiring both the Reserve for the wedding and the tower for photography.
- Commercial User means any person or entity using the Reserve for the purpose of weddings or photography for commercial purposes.
- Purpose means holding or conducting your wedding ceremony on the reserve and/or photography in the designated section of the tower on the Reserve.
- Reserve means the whole of the land at 40 Bush Street Norah Head.
- Time period means a period of two hours for the wedding only plus an additional period of thirty minutes if also hiring the tower for photography, all commencing from the time you enter the Reserve.
- Manager Board means Norah Head Lighthouse Reserve Management Board.

The Manager Board is prepared to grant you a licence for the Purpose on the following terms and conditions. **1. Grant of licence**

The Manager Board grants to you a temporary licence to use the area designated on the Reserve for the Purpose.



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

You are only licensed to use the Reserve for the Time Period.

If you exceed this Time Period, then in addition to the licence fee referred to above and below, you will pay an additional fee, set by the Manager Board annually for each and every hour that you exceed the Time Period.

### **3. Licence fee**

In consideration of the grant you agree to pay the Manager Board the Amount on the date that you accept these terms by paying them directly into the Bank Account. If for any reason the licence fees are not paid by you on or before the date that you accept these terms, then the Manager Board 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**

You must: (a) not hinder, interfere with or adversely affect any other person or entity authorised by the Manager Board to use the Land or any part thereof. (b) not use the Land except for the Purpose authorised. (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) supervise all activities of any agent, employee or invitee you engage and must seek the consent of the Manager Board before any such person accesses the Land. (e) 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) not deface, alter or damage the Land and any heritage buildings or other improvements erected on the Land. (i) under no circumstances consume any alcohol or illegal substances during the period of the licence.



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### 5. Additional obligations if using the tower

In the event that the Manager Board agrees to allow you to use the tower for photography then 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 use the accessible area of the tower for photographic purposes; (d) only permit a maximum number of 12 persons access to the first level patio area of the tower; (e) comply with all reasonable directions of the caretakers and volunteers who may be in the tower at the relevant time; (f) comply with the obligations 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 Reserve for the Purpose is 200 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 Manager Board 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 willful 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 Manager Board in connection with the subject matter of this licence and to the extent that the Manager Board 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 Manager Board excludes from application all such implied warranties and conditions.



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### **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 Manager Board and the Minister arising out of the terms and conditions of this Deed, you indemnify the Manager Board and the Minister for any loss, damage or liability (of whatever kind, however or whenever arising including legal costs and expenses) suffered by the Manager Board 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 Manager Board, 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. 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 Manager Board, 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. Insurances**

If you are a Commercial User, you shall, before occupying the Area, take out a public risk insurance policy for the term of the licence, for the amount of \$20,000,000 for any one claim whereby the Management Board and the Minister shall during the continuance of this Licence be indemnified against claims and demands arising from any death or bodily injury or damage to property arising out of or connected with your use of the Area.

You shall also provide a copy of the insurance policy or a certificate of currency to the Management Board prior to occupying the Reserve.



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### **10. 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 Reserve for the Purpose. Accordingly the relationship between the parties is one of licensor and licensee only.

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

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

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

### **12. Refusal of entry and parking**

The Manager Board reserves the right to remove from or refuse entry to the Reserve any person regardless of any arrangements or contract with you.

Under no circumstances are you permitted to drive or bring any motor vehicle onto the Reserve save and except for authorised bridal cars. In the event that any unauthorised motor vehicle is brought on to the Reserve by you then the Manager Board in its discretion may remove the offending motor vehicle and any charges associated with its removal shall be payable by you.

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

This licence is subject to the provisions of the Act.

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

Notwithstanding any other provision of this licence the Manager Board may in its absolute discretion revoke this licence at any time by Notice including under the circumstances referred to in clause 20.

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.



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### **15. Notices**

A notice or other communication required under these terms 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 by either party.

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

### **16. Waiver or variation**

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.

### **17. Governing law and jurisdiction**

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

### **18. Whole agreement**

You acknowledge that these terms and conditions and the content of your application form the whole agreement between you and the Manager Board.

### **19. GST**

You acknowledge that the licence fee is inclusive of GST.

### **20. 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 Manager Board may, but does not have to, refund part or all of the licence fee in its absolute discretion.



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**21. Cancellation and Change by you**

If you cancel the licence at any time and if notice of cancellation is given:

(a) 12 weeks or more prior to the date of the wedding, then the Trust will charge a Cancellation Fee equivalent to 20% of the Amount and refund you the balance paid.

(b) Less than 12 weeks prior to the date of the wedding, then the Manager Board will retain the Amount and you will not be entitled to a refund.

If you wish to change the date of your wedding you may do so up to fourteen (14) days prior to the date booked and in those circumstances there will be no additional charge.

After that time if you wish to change the wedding date, you will be charged a further 20% of the Amount by the Manager Board.

You acknowledge that you have read, understood and accept these terms and conditions. (Please tick box on the booking page), or print and submit this page to the Reserve Manager at the time of confirming your booking.

Name .....

Address .....

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Contact Number .....

Signature .....

Date .....