

**Standard Form Contract
for Sale of Real Estate in Tasmania (2025)**
The Particulars of Sale (2025)

The Standard Form Contract for Sale of Real Estate in Tasmania (2025) as approved for use by the Law Society of Tasmania and the Real Estate Institute of Tasmania is made up of two parts:

1. these agreed variables and non-standard clauses, known as "the Particulars of Sale (2025)"; and
2. the standard clauses known as "the Standard Conditions of Sale (2025)".

The Standard Conditions of Sale are adopted as part of the Contract by signature of the Particulars of Sale.

The parties may add special clauses in the Particulars of Sale, for instance to make their agreement subject to finance, sale, inspection, or other issues.

The Particulars of Sale may vary the Standard Form Contract. The Particulars of Sale have priority if there is any inconsistency with the Standard Conditions of Sale.

The drafting of the Particulars of Sale should make evident changes to the provisions of the Standard Form Contract.

Words defined in the Particulars of Sale have that meaning when used in the Standard Conditions of Sale.

WORDS	DEFINITION
Contract Date	The _____ day of _____ 20_____
Vendor <i>(The seller of the Property)</i>	Name: YVONNE SYPKES & PETER HARRY SYPKES ABN: _____ Address: 36 OSBORNE ESPLANADE Suburb: KINGSTON BEACH State: TAS Postcode: 7050 Email: _____ Phone: _____ Name: _____ ABN: _____ Address: _____ Suburb: _____ State: _____ Postcode: _____ Email: _____ Phone: _____
Vendor's Solicitor or Conveyancer	Firm: _____ Person: _____ Email: _____
Purchaser <i>(The buyer of the Property)</i>	Name: _____ ABN: _____ Address: _____ Suburb: _____ State: _____ Postcode: _____ Email: _____ Phone: _____ Name: _____ ABN: _____ Address: _____ Suburb: _____ State: _____ Postcode: _____ Email: _____ Phone: _____
Purchaser's Solicitor or Conveyancer	Firm: _____ Person: _____ Email: _____

 Vendor
Initials _____

 Witness
Initials _____

 Purchaser
Initials _____

 Witness
Initials _____

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Property <i>(If part only, accurately describe part)</i>	The Vendor's property at: Street: <u>45 WEST SHELLY ROAD</u> Suburb: <u>ORFORD</u> State: <u>TAS</u> Postcode: <u>7190</u> Property Identifier Number: <u>5981995</u> As described by Title Reference(s): <u>15141/24</u>
Chattels <i>(List the Chattels included in this sale or attach annexure)</i>	All fixed floor coverings, electric light fittings, smeg wall oven, hot plates, rangehood, miele dishwasher, wood heater, daikin heater, 4 panel heater, heat light all as inspected by or on behalf of the Purchaser.
Sale Price <i>(See Standard Condition 2)</i>	\$ _____
Deposit <i>(See Standard Condition 2)</i>	\$ _____
Deposit Holder <i>(See Standard Condition 2)</i>	<i>(Insert name of person or organisation that will hold the Deposit)</i> Petrusma Property Trust Account Bank Name: Commonwealth Bank of Australia BSB: 067 000 Account Number: 1045 4177
Deposit Payment Time <i>(See Standard Condition 2)</i>	Either ☐ On the Contract Date or ☒ Other date – (specify): Within 3-days of the Contract Date
GST Treatment <i>(See Standard Condition 11)</i>	Mark a box to indicate the GST Treatment. Either ☒ The sale is not a taxable supply or ☐ The Margin Scheme applies and the Sale Price includes GST or ☐ The GST-free Going Concern concession applies and/or ☐ The GST-free Farm Land concession applies and/or <i>If the treatment above does not apply:</i> ☐ The Sale Price includes GST or ☐ The Sale Price is plus GST
GST Withholding Treatment <i>(See Standard Condition 11)</i>	Mark a box to indicate the GST Withholding Treatment. Either GST Withholding not required because: ☒ The sale is not a taxable supply, or ☐ The sale is GST-free, or ☐ The sale is not of new residential premises or potential residential land, or ☐ The Property is potential residential land and the Purchaser is acquiring with a creditable purpose or GST withholding is required and the sale is: ☐ wholly subject to GST withholding, or ☐ only partly subject to GST withholding
Completion Date <i>(See Standard Condition 3)</i>	Either ☐ The _____ day of _____ 20____ or ☐ Another date (specify):

 Vendor
 Initials _____

 Witness
 Initials _____

 Purchaser
 Initials _____

 Witness
 Initials _____

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Availability	On the Completion Date, the Vendor must make available to the Purchaser: Either ☒ Vacant possession of the Property or ☐ The right to receive rents and profits of the Property. A copy of the lease(s) is attached or ☐ Other (<i>specify</i>):
Purchaser's Required Purpose (See Standard Condition 5)	Either ☐ The Purchaser's Required Purpose termination right does not apply or The Purchaser may terminate this Contract and be refunded the Deposit (if paid) if there are any legal restrictions burdening the Property that may hinder or prevent the Purchaser from using the Property for the purpose of: ☐ Vacant residential land, or ☒ Residential dwelling, or ☐ Other (<i>specify</i>):
Vendor Warranty (See Standard Condition 10)	The Standard Condition 10 exclusion of warranties applies: Either ☒ Without qualification – the Property is sold “as is/where is” ☐ Subject to any Additional Special Clause, the Vendor warrants that, as far as the Vendor is aware* or ought to have been aware, there are no outstanding completion certificates or occupancy permits required for existing buildings, statutory orders or permit conditions on the Property. *The Vendor is deemed to be aware if they performed, were responsible for or caused to be performed the relevant work. or ☐ The Vendor warrants that to the best of the Vendor's knowledge the attached statement is accurate
Neighbourhood Disputes About Plants Act 2017 (Tas)	Is the Vendor aware of an application or order under the <i>Neighbourhood Disputes About Plants Act 2017</i> (Tas) been made in relation to the Property: Either ☐ Yes - a copy of the application and any additional information filed with the relevant tribunal or the order is attached or ☒ No
Strata Titles Act 1998 (Tas)	Is the Property subject to a strata scheme under the <i>Strata Titles Act 1998</i> (Tas)? Either ☐ Yes <i>Note: If the Property is subject to a strata scheme, Purchasers should familiarise themselves with the scheme, including its levies, insurance coverage and financial position and the requirements of the Act. A guide to strata schemes is available at: https://nre.tas.gov.au/Documents/strata.pdf</i> or ☒ No If the above selection is incorrect, then the Purchaser may terminate this Contract by notice to the Vendor given within seven (7) days after the Contract Date, and the Purchaser will be entitled to any deposit paid but neither party will be otherwise entitled to any compensation.
Cooling Off (See Standard Condition 21)	The cooling off provision of three (3) Business Days: Either ☐ Applies or ☒ Does not apply If no selection is made, the cooling off provision does not apply.

Vendor
InitialsWitness
InitialsPurchaser
InitialsWitness
Initials

SPECIAL CLAUSES

Use Special Clauses to alter the Standard Conditions of Sale.

Finance Clause	<i>If this Contract is subject to finance, complete all relevant details below. All relevant details must be completed for the following clause to apply. The Purchaser is the party benefited by this condition precedent.</i>
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It is a condition precedent to the Purchaser's obligation to complete this Contract, that within the Finance Period, the Financier approves a loan of the Finance Amount, on terms acceptable to the Purchaser acting reasonably.

Finance Amount	(Insert amount) \$ _____
Financier	(Insert name) _____
Finance Period	(Complete) Until the _____ day of _____ 20 _____ or (Insert number) _____ days from the Contract Date or _____

Subject to Sale Clause	<i>If this Contract is subject to the signing and/or settlement of the sale of the Purchaser's Property, complete all relevant details below. All relevant details must be completed for the following clause to apply. The Purchaser is the party benefited by these conditions precedent.</i>
Purchaser's Property	(Insert address) _____ Suburb _____ State _____ Postcode _____

- **Subject to Contract:** It is a condition precedent to the Purchaser's obligation to complete this Contract, that within the nominated Contract Selling Period, the Purchaser obtains a contract for the sale of the Purchaser's Property that is free of any unsatisfied condition precedent. The Purchaser must offer the Purchaser's Property for sale for no more than the Maximum Asking Price.

Contract Selling Period	Either ☐ Not applicable or By the _____ day of _____ 20 _____ or within _____ days from _____
Maximum Asking Price	(Insert amount) \$ _____

- **Subject to Completion:** It is a condition precedent to the Purchaser's obligation to complete this Contract, that a sale of the Purchaser's Property is completed on or before the nominated for Sale Settlement Deadline.

Sale Settlement Deadline	Either ☐ Not applicable or The _____ day of _____ 20 _____ or within _____ days from _____
---------------------------------	---

 Vendor
 Initials _____

 Witness
 Initials _____

 Purchaser
 Initials _____

 Witness
 Initials _____

Inspection Clause	<i>If this Contract is subject to a building inspection. All relevant details must be completed for the following clause to apply.</i>
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The Purchaser may have reasonable access to the Property during the Building Inspection Period to inspect buildings and other improvements on the property personally or by agents, at the Purchaser's cost.

If, strictly within the Building Inspection Period, the Purchaser serves on the Vendor:

- a copy of a report, by a building inspector holding professional indemnity cover for that work or a licenced Building Services Provider under the *Occupational Licensing Act 2005* (Tas), both:
 - specifying one or more defects in buildings and other improvements on the Property; and
 - certifying that the defects are likely to cost more to remedy than the Defect Limit; and
- notice that the Purchaser terminates this Contract in response to that report,

then the parties' obligations under this Contract end and the Purchaser is entitled to a refund of the Deposit, but neither party is otherwise entitled to compensation.

Building Inspection Period	(Complete) until the _____ day of _____ 20_____ or (Insert number of days) _____ days from _____
Defect Limit	Either _____ per cent of the Sale Price or \$ _____

Shorter Period Clause	<i>If selected below the Vendor may shorten the period to satisfy Special Clauses.</i>
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The Vendor may, by notice in writing to the Purchaser, shorten to two (2) Business Days after the day on which that notice is given the period for satisfying:

Either or	☐ all of the special clauses to this Contract
	☐ the following special clauses
or	☐ the Shorter Period Clause does not apply

Additional Special Clauses are annexed ☐

(Complete if there are attachments) The attached _____ annexure page(s) are part of this Contract.

Subject to these Particulars of Sale, the Standard Conditions of Sale:

- allow the Purchaser to terminate without penalty within a cooling off period; and
- provide for sale as is/where is, without promises about physical condition, permits or certificates.

Vendor Initials _____ Witness Initials _____ Purchaser Initials _____ Witness Initials _____

Annexure A

CONTRACT OF SALE

*This Annexure page is to be used only if there is insufficient space in the Schedule.
Please insert the relevant corresponding Item number and heading.*

ITEM	DESCRIPTION
	1. Assignment of Foreshore Arrangements a) It is a condition precedent to completion that on or before completion, the Vendor will use all reasonable endeavours to procure assignments of the Vendor's interests in each of: i. the Foreshore Lease as between the Glamorgan Spring Bay Council as lessor and the Vendor as lessee for the foreshore area and boatshed denoted in said Foreshore Lease dated 1 July 2019; and ii. the Crown Licence as between the Crown and the Vendor dated 4 June 2013 for use of the Licensed Area (Slipway and Jetty) (the licensee's interest assigned to the Vendor by a deed of assignment dated 23 November 2016. b) The Purchaser will provide such assistance as is reasonable to assist the Vendor in obtaining the assignments noted in this Special Clause 1. c) This condition is for the mutual benefit of the Vendor and the Purchaser and may only be waived by agreement in writing by both parties.

By signature the parties confirm:

- they have read these Particulars of Sale and the Standard Conditions of Sale 2025,
- their intention to be bound by this Contract for the sale of real estate, and
- they had the opportunity to take necessary advice before signing the Particulars of Sale.
- the Standard Conditions of Sale 2025 form part of this contract

Vendor Signature _____

in the presence of: *Witness Signature* _____

Name, Address, Occupation of Witness

Vendor Signature _____

in the presence of: *Witness Signature* _____

Name, Address, Occupation of Witness

Purchaser Signature _____

in the presence of: *Witness Signature* _____

Name, Address, Occupation of Witness

Purchaser Signature _____

in the presence of: *Witness Signature* _____

Name, Address, Occupation of Witness

Agent Commission _____ Other Charges _____ Deposit held: _____ Certified true copy by _____

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The drafting of the Particulars of Sale should make evident changes to the provisions of the Standard Form Contract.

Words defined in the Particulars of Sale have that meaning when used in the Standard Conditions of Sale.

1 Agreement to sell and buy

- (a) The Vendor agrees to sell, and the Purchaser agrees to buy, free from encumbrances, the Property and the Chattels.

2 Sale Price and Deposit

- (a) The Sale Price is payable as follows:
 - (i) the Deposit, to the Deposit Holder as stakeholder at the Deposit Payment Time; and
 - (ii) the balance, either in cash or by a cheque drawn by a bank, on the Completion Date.
- (b) The Vendor may require the Purchaser to pay the balance of the Sale Price by providing up to three cheques drawn by a bank made out to payees nominated by the Vendor, at no cost to the Vendor.

3 Completion

- (a) The parties must complete this Contract on the Completion Date.
- (b) On the Completion Date the Vendor must deliver to the Purchaser the documents of title to the Property and possession of the Chattels.
- (c) On the Completion Date the Purchaser must:
 - (i) pay all money payable on the Completion Date under this Contract;
 - (ii) authorise release of the Deposit held by the Deposit Holder; and
 - (iii) satisfy all the Purchaser's other obligations under this Contract due to be performed on or before the Completion Date.
- (d) No later than two (2) Business Days prior to completion the Vendor must supply to the Purchaser all the information relating to the Vendor and to the Property required by the Purchaser for assessment and payment of duty on and registration of the transfer of the title to the Property and the Chattels (including without limitation a Transferor (Vendor) Transaction Certificate in the form prescribed by the Tasmanian State Revenue Office).
- (e) Notwithstanding any other term of this Contract the Purchaser will not be obliged to complete the Contract any earlier than two (2) Business Days after the date the information required in clause 3(d) is provided.

4 Conditions precedent to completion

- (a) The party benefited by a condition precedent ("benefited party") must use all reasonable endeavours to satisfy the condition precedent within the period specified for that condition precedent ("specified period").
- (b) The benefited party may:
 - (i) within the specified period give notice to the other party the condition precedent has been satisfied or is waived; or
 - (ii) if the condition has not been satisfied, give notice to that effect to the other party, and the benefited party may at that time also give notice terminating the Contract.
- (c) If the benefited party does not give a notice under clause 4b)i) or does not terminate the Contract under clause 4b)ii), the other party may, after the specified period, terminate the Contract by notice to the benefited party.
- (d) If this Contract is terminated under this clause 4 then each party:
 - (i) is then released from their obligation to further perform the Contract;
 - (ii) must authorise the Deposit Holder to return the Deposit paid to the Purchaser; and
 - (iii) retains the rights they have against the other party because of a prior breach.

5 Purchaser's Required Purpose

The term "legal restrictions burdening the Property" does not include:

- (a) restrictions imposed by law at the Contract Date that no longer exist at the Completion Date,
- (b) restrictions that are disclosed in the Particulars of Sale,
- (c) restrictions applicable to use of all property in Tasmania, or
- (d) the requirement for completion certificates,

but otherwise includes restriction by an easement, a covenant, a requirement or order of a statutory body, or a statutory planning agreement, planning scheme or planning permit or the requirement for an occupancy permit/certificate for any building on the Property which requires such a permit/certificate at the Contract Date.

6 Ownership and risk

- (a) Ownership of the Property and the Chattels passes on completion.
- (b) Risk of accidental damage in the Property and the Chattels passes as at the earlier of:
 - (i) the date of possession; and
 - (ii) the date of completion.

7 Removal of goods

- (a) Before completion the Vendor must remove from the Property all items not included in the sale.
- (b) The Vendor cannot claim from the Purchaser for items left on the Property for more than seven (7) days after written notice from the Purchaser to the Vendor to remove them. That notice will not be effective if served before completion.
- (c) The Vendor must indemnify the Purchaser against all claims made against the Purchaser about items not included in the sale, but left on the Property after completion.

8 Easements and covenants

Except as the Contract otherwise provides, the Purchaser accepts the Property:

- (a) together with all easements and covenants benefiting it, and
- (b) subject to all easements and covenants that are:
 - (i) registered,
 - (ii) apparent from an inspection of the Property, or
 - (iii) disclosed in this Contract, and
- (c) the Purchaser can not object to any of the above easements or covenants.

9 Title warranties

The Vendor warrants to the Purchaser that, at completion:

- (a) the Vendor will provide a good marketable documentary title to the Property;
- (b) the title to the Chattels will not be encumbered in any way;
- (c) the Chattels and the Property will either be the Vendor's absolute property, or the Vendor will have the power to require a transfer of the title to the Purchaser; and
- (d) the Property will be free from charges payable to any authority for anything that has occurred before the Contract Date.

10 Other warranties

- (a) The Vendor warrants to the Purchaser that, at completion the Property and the Chattels will be at least as clean, tidy and in good repair as when last inspected by the Purchaser prior to this Contract.
- (b) Except as otherwise agreed in the Contract or as required by law, the Property is sold "As Is/ Where Is" and, the Vendor makes no legally binding warranty, description, or representation of any kind as to:
 - (i) the physical nature of the Property; or
 - (ii) the Property having any permits or certificates of completion or occupancy.

11 Taxation

11.1 Goods and Services Tax (GST)

- (a) If the sale is not a taxable supply, the Vendor warrants:
 - (i) the supply is not in the course or furtherance of an enterprise carried on by the Vendor; or
 - (ii) the Vendor is neither registered, nor required to be registered, for GST; or
 - (iii) the supply is of residential premises and not new residential premises.
- (b) If the Margin Scheme applies, the Vendor warrants that the Vendor did not acquire the Property through a supply that was ineligible for the margin scheme.
- (c) If GST-free Going Concern concession applies:
 - (i) the Purchaser warrants that the Purchaser will be and remain registered for, GST at completion; and
 - (ii) the Vendor warrants that the Vendor will be and remain registered for, GST at completion and will carry on the going concern enterprise until completion.
- (d) If GST-free Farm Land concession is applies:
 - (i) the Purchaser warrants that the Purchaser will be, and remain registered for, GST at completion; and
 - (ii) the Vendor warrants that the Vendor will be, and remain registered for, GST at completion; and
 - (iii) the Vendor warrants that the Property is land on which a farming business has been carried on for at least the period of 5 years preceding completion; and
 - (iv) the Purchaser warrants that the Purchaser intends that a farming business be carried on, on the land.
- (e) If the above clauses do not apply and the Sale Price is plus GST:
 - (i) the Purchaser must, in addition to the Sale Price, also pay to the Vendor the amount of any GST payable by the Vendor at the same time and in the same manner as the Sale Price; and
 - (ii) the Vendor must give the Purchaser a valid tax invoice; and
 - (iii) the Purchaser is not required to pay to the Vendor any GST until the Vendor gives the Purchaser a valid tax invoice.
- (f) If the above clauses do not apply and the Sale Price includes GST, the Vendor must at completion give the Purchaser a valid tax invoice for the amount of any GST payable by the Vendor.
- (g) If the parties have not specified in the particulars whether the Sale Price is plus GST or includes GST:
 - (i) the Sale Price includes GST if the supply is not a taxable supply or is an input taxed supply of residential property; and
 - (ii) the Sale Price is plus GST in any other circumstance and clause 11.1e) applies.
- (h) Any reimbursement or contribution for a liability or outgoing incurred by the other party is net of any input tax credit to which the other party is entitled and the other party will give the reimbursing or contributing party an invoice or valid tax invoice (as applicable).
- (i) If an adjustment event occurs in relation to a taxable supply under this Contract, the supplier must issue an adjustment note within five (5) Business Days and the recipient must make any payment in consequence of that adjustment event within five (5) Business Days of receipt of that adjustment note.

11.2 Goods and Services Tax (GST) Withholding

- (a) If GST withholding is not required, the Purchaser is not required to make a payment to the Commissioner.
- (b) If GST withholding is required:
 - (i) the Purchaser must withhold from the Sale Price the amount the Purchaser must pay to the Commissioner as required for GST withholding;
 - (ii) the Purchaser must lodge with the Commissioner the approved forms; and
 - (iii) the Purchaser must deliver to the Vendor a cheque drawn by a bank for the amount to be paid to the Commissioner together with the GST withholding payment advice provided by the Commissioner at the same time and in the same manner as the Sale Price or at such earlier time as required by law; and
 - (iv) the Vendor must deliver to the Commissioner that cheque and GST payment advice as soon as practicable.
- (c) If the Property is potential residential land and the Purchaser is acquiring with a creditable purpose, the Purchaser gives notice to the Vendor that the Purchaser will be and remain registered for GST at completion and is acquiring the Property for a wholly creditable purpose.
- (d) If the Sale is only partly subject to GST Withholding, the Vendor may give to the Purchaser at least three (3) Business Days prior to the to Completion Date a notice specifying the reduced amount that the Purchaser must pay to the Commissioner.

- (e) If no GST Withholding Treatment is indicated, the Vendor must give written notice of the GST Withholding Treatment to the Purchaser required by law at least three (3) Business Days prior to the Completion Date or at such earlier time as payment to the Commissioner is required.
- (f) Where the Vendor or the Purchaser provides written notice required by law that is separate from this Contract, the party providing that notice warrants that the contents of that notification is accurate.
- (g) The Vendor is responsible for any penalty and interest arising in respect of the late payment of an amount to be paid to the Commissioner under this clause.
- (h) This Contract is written notice pursuant to, and subject to, section 14-250 or section 14-255, Schedule 1 of the *Taxation Administration Act 1953* (Cth).

11.3 Capital Gains Tax (CGT) Withholding

- (a) The Purchaser is not required to withhold and make a payment to the Commissioner on account of possible income tax payable by the Vendor:
 - (i) if the transfer is exempt under a legislative instrument in force at completion;
 - (ii) if the transaction is excluded under the provisions in force at completion; or
 - (iii) in respect of a Vendor, if that Vendor gives the Purchaser a clearance certificate which is in force at completion.
- (b) If the Purchaser is required to withhold and make payment to the Commissioner:
 - (i) the Purchaser must withhold from the Sale Price the amount the Purchaser must pay to the Commissioner;
 - (ii) the Purchaser must lodge with the Commissioner the approved forms;
 - (iii) the Purchaser must deliver to the Vendor a cheque drawn by a bank for the amount to be paid to the Commissioner together with the CGT withholding payment advice provided by the Commissioner at the same time and in the same manner as the Sale Price or at such earlier time as required by law; and
 - (iv) the Vendor must deliver to the Commissioner that cheque and CGT withholding payment advice as soon as practicable.
- (c) If the Vendor gives the Purchaser at least three (3) Business Days prior to the Completion Date:
 - (i) a clearance certificate, the Purchaser must not withhold or
 - (ii) a certificate of varied amount to withhold, the Purchaser must withhold and pay to the Commissioner that varied amount.
- (d) If a certificate of varied amount to withhold is conditional, the Vendor warrants to the Purchaser that at completion those conditions are satisfied.
- (e) Where there are multiple vendors or multiple purchasers, each Vendor and each Purchaser will use best endeavours to determine the amount the Purchaser is to pay to the Commissioner.
- (f) The Vendor is responsible for any penalty and interest arising in respect of the late payment of an amount to be paid to the Commissioner under this clause.
- (g) This Contract is subject to section 14-200 to section 14-235 (inclusive) of Schedule 1 of the *Taxation Administration Act 1953* (Cth).

11.4 General

- (a) Where the Purchaser is required to make a payment to the Commissioner under the law, the balance of the Sale Price payable by the Purchaser to the Vendor is reduced by the amount of those payments to the Commissioner.
- (b) Where there are multiple Purchasers, each purchaser will in accordance with that Purchaser's interest on title draw a separate cheque drawn by a bank for the amount to be paid to the Commissioner.
- (c) Where one party makes a warranty to the other party under this clause, that party also indemnifies the other party for all liability, costs and expenses that result from the breach of that warranty.
- (d) If the Purchaser makes a nomination pursuant to clause 13 of this Contract the nominee must comply with the Purchaser's obligations under this clause.
- (e) A word defined or used in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or the *Taxation Administration Act 1953* (Cth) has that meaning when used in this clause.

12 Payment and apportionment of charges

- (a) The Vendor must pay all land tax, rates, contributions to any body corporate related to the Property, charges and assessments charged, or to be charged, against the Property ("the Charges") for the period ending on the 30th of June after completion ("the Adjustment Period").
- (b) The Charges for the Adjustment Period must be apportioned as at the earlier of:
 - (i) the date of possession; and
 - (ii) the date of completion.
- (c) Any rebate, indemnity or concession available to the Vendor must be ignored when calculating the Charges, unless the rebate, indemnity or concession reduces a Charge to zero, in which case there must be no apportionment of that Charge.
- (d) Land tax must be apportioned as if the Property were the Vendor's only Tasmanian land.
- (e) Unless the Purchaser is a foreign person as defined in the *Land Tax Act 2000* (Tas), land tax must be apportioned as if the Vendor is not such a foreign person.
- (f) If the Property is not separately assessed for land tax, then for the purposes of apportioning land tax as between the Vendor and the Purchaser the amount of land tax to be apportioned is to be determined on an area basis using the single rate of land tax payable on the land the subject of the Property Identifier Number of which the Property forms part.

13 Nominee

- (a) The Purchaser may nominate, in writing, other persons or corporations to complete this Contract. The Purchaser must provide the Vendor with a copy of any nomination made under this Contract.
- (b) The Purchaser remains personally liable to the Vendor to perform all the Purchaser's obligations under this Contract regardless of any nomination.

14 Requisitions

The Vendor must answer the Purchaser's valid questions about the Vendor's ownership rights and contract obligations, including the "Law Society of Tasmania Standard Property Questions (2023)".

15 Joint and several liability

Each person or corporation named as comprising a party to this Contract is liable both jointly and severally.

16 Rights after completion

After completion:

- (a) clause 9 continues to apply;
- (b) the Purchaser retains the benefit of title warranties to the Chattels, the Vendor's Warranty in the Particulars of Sale and the Vendor's obligations in clause 7(a); and
- (c) each party retains the benefit of all provisions requiring or contemplating that the other party must do something after completion.

17 Boundary fences

- (a) The Purchaser cannot require the Vendor to contribute to the cost of erecting or repairing a dividing fence or wall between the Property and any adjoining land and owned by the vendor.
- (b) The Purchaser indemnifies the Vendor against all claims of that kind.

18 Notices

- (a) Unless this contract otherwise requires, a party may serve notices in other ways but a notice given by one party to the other is properly given if:
 - (i) signed by any one or more persons or companies constituting the party giving the notice, or their solicitor or conveyancer, and
 - (ii) given to the receiving party or their solicitor or conveyancer, either
 - (1) personally; or
 - (2) by post to, or left at, the receiving party's address shown on this Contract; or
 - (3) by post to, or left at, the office of the receiving party's solicitor or conveyancer; or
 - (4) by email sent to an email address the recipient has, in the course of this transaction, nominated, acknowledged or used.

- (b) A notice is properly given if given to any one or more of the persons or companies constituting the receiving party for all of them.
- (c) A notice is taken to be received:
 - (i) if hand delivered, on delivery;
 - (ii) if sent by prepaid post, five days after the date of posting;
 - (iii) if sent by email, when the email becomes capable of being retrieved by the recipient at an electronic address nominated, acknowledged or used by the recipient.

19 Time

In this Contract:

- (a) when a period dated or calculated from a given day, act, or event, is prescribed or allowed for any purpose, that period excludes that day, or the day of that act or event, as the case may be;
- (b) time extends until the next Business Day if the time for doing something falls on a day other than a Business Day;
- (c) a "Business Day" is a day other than a Saturday, Sunday, or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) applicable to an area in which any part of the Property is located; and
- (d) only Business Days are counted for periods shorter than seven (7) days specified in this Contract.

20 Default

- (a) After the Completion Date, a party may, by fourteen (14) days notice to the other, make the time for completion essential so that failure to complete will constitute a fundamental breach of this Contract justifying termination.
- (b) If the Purchaser fails to complete the Contract in accordance with its terms then, unless the failure is due to the Vendor's wilful default, on termination of the Contract:
 - (i) the deposit is forfeited to the Vendor; and
 - (ii) in addition to any other remedies available:
 - (1) the Vendor may resell the Property and the Chattels in any manner and on any terms the Vendor chooses;
 - (2) the Vendor may claim any loss on resale from the Purchaser as liquidated damages; and
 - (3) any profit on resale will belong to the Vendor.

21 Cooling Off

If the Particulars of Sale provides that the cooling off period applies, the Purchaser may terminate this Contract, by serving on the Vendor notice of termination within three (3) Business Days of when this Contract is made, and then:

- (a) the obligations of the parties to complete ends; and
- (b) the Purchaser will be entitled to the return of any deposit paid but neither party will be otherwise entitled to any compensation.

22 Execution

- (a) The parties consent to the execution of the Contract by the use of digital signature or a visual representation of a person's handwritten signature or mark by electronic or mechanical means ("Electronic Signature").
- (b) Where the Contract is electronically signed by or on behalf of a party the party warrants and agrees that the Electronic Signature is conclusive as to the identity of the person signing and their intention to be bound by the Electronic Signature.
- (c) Each party consents to the exchange of counterparts of this Contract by delivery by email or such other electronic means as may be agreed in writing.

SEARCH OF TORRENS TITLE

VOLUME 15141	FOLIO 24
EDITION 8	DATE OF ISSUE 22-Nov-2016

SEARCH DATE : 28-Oct-2025

SEARCH TIME : 02.48 PM

DESCRIPTION OF LAND

Parish of ORFORD, Land District of PEMBROKE

Lot 24 on Diagram [15141](#)

Being the land described in Conveyance No. 51/0285

Derivation : Part of 1 050-0-0 Granted to F. Manning

Derived from W2853

SCHEDULE 1

[M600502](#) TRANSFER to YVONNE SYPKES and PETER HARRY SYPKES
Registered 22-Nov-2016 at noon

SCHEDULE 2

Reservations and conditions in the Crown Grant if any

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations

Dear Lease Holder,

Foreshore Lease

Our records indicate that your Foreshore Lease is due to expire on the 30th of June 2025. Council previously advised that it was in the process of reviewing these agreements and the annual fee charged. Unfortunately, due to staffing circumstances the review of the leases has not been undertaken. As such, your lease will be automatically renewed for a further year.

It is our intention to create a new lease agreement, that is more in line with Councils current policies and one that clearly states the conditions binding on both parties. As the document progresses you will receive a draft lease document for your consideration, which will then be followed by a consultation process.

Please find enclosed an invoice for your annual rental of \$50.00, which will as mentioned continue your current agreement through until 30th of June 2026 or until the new agreements are signed.

Should you have any queries regarding this matter, please feel free to contact me directly on 6256 4768 or email me at james.bonner@freycinet.tas.gov.au.

Regards



James Bonner
Acting Director Planning & Development

12 June 2024

Mr. Peter Sypkes
GPO Box 1236
Hobart TAS 7001

Dear Mr. Sypkes,

Re: Foreshore Lease

Our records indicate that your Foreshore Lease is due to expire on the 30th of June 2024. As the Council is currently in the process of reviewing these agreements and the annual fee charged, your lease will automatically be renewed for a further year.

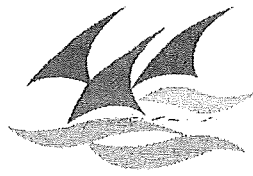
It is our intention to create a new lease agreement, that is more in line with the Councils current policies and one that clearly states the conditions binding on both parties. As the document progresses you will receive a draft lease document for your consideration, which will then be followed by a consultation process.

You will shortly receive an account for your annual rental of \$50.00, which will as mentioned continue your current agreement through until 30th of June 2025 or until the new agreements are signed. Should you have any queries regarding this matter, please feel free to contact me directly on 0497 241 206 or email me at jason@freycinet.tas.gov.au

Regards



Jason Watson
Property & Special Projects Officer



GLAMORGAN SPRING BAY
COUNCIL

NOTICE OF ISSUE OF LEASE

PROPERTY DETAILS

Property Number: 6-1400-025
PID Number: 5984491
Property Address: Foreshore Leases, West Shelly Beach
Town/Locality: Orford
Improvements: Boatshed
Area Occupied: 0.003000 Hectares

LESSEE/S RATEPAYER DETAILS

(Please note: The Lessee is the Ratepayer)

Surname/s: SYPKES
First Name/s: PETER + YVONNE
Lessee/s Postal Address: GPO Box 1236
..... HOBART TAS 7001
Contact Number: 0418123678

LEASE DETAILS

Date of Lease Issue: 01 July 2019

Lease Term: 5 Years

Date of Lease Expiry: 30 June 2024

Ratepayer: The **Lessee** is responsible for the payment of all rates (from the above-mentioned **lease** issue date).

Land Owner: Glamorgan Spring Bay Council

This Notice was issued by A/GM Ian Pearce



Glamorgan Spring Bay Council

9 Melbourne Street

PO Box 6

TRIABUNNA TAS 7190

Phone: (03) 6256 4777

Fax: (03) 6256 4774

Email: admin@freycinet.tas.gov.au

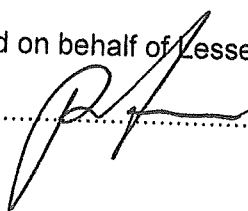
CONDITIONS OF LEASE

- Clause 1** (a) "Council" shall mean the Mayor and Councillors of the Glamorgan Spring Bay Council.
- (b) "Foreshore Leases and Marine Structures and Facilities", shall include boatsheds, jetties ramps, slipways, platforms and any other structures, inclusive of the land area, as defined on Valuation Rolls / Listings maintained under the Land Valuation Act 1971, where such structures are erected on Council land for use in connection with marina activities whether similar to the aforementioned or not.
- Clause 2** Rates will be charged annually and a flat rental of **\$50.00** per annum will be charged annually for foreshore leases, subject to annual review.
- Clause 3** The licensee is responsible for the payment of Municipal rates and charges, issued in accordance with the Local Government Act.
- Clause 4** Accounts for foreshore leases are to be issued annually with the rates notices.
- Clause 5** Existing marine structures and facilities, and in particular, boatsheds, shall be permitted to remain, subject to them being kept in good repair to the satisfaction of Council.
- Clause 6** No new boatshed shall be allowed to be built.
- Clause 7** Transfer of boatshed leases shall be allowed by Council, subject to written application being made and subject to Councils inspection of the condition of the facility.
- Clause 8** In the event of the principal structure being substantially destroyed or falling into such a state of disrepair that warrants the issue of an abatement notice in the Local Government Act, or in the opinion of Council and /or its authorised officers the structure is sub-standard, and cannot be upgraded to a reasonable standard without reconstruction, the foreshore lease may be cancelled by Council. Any insurance cover over such structure or facilities should therefore be established accordingly.
- Clause 9** The Glamorgan Spring Bay Council will not be responsible for the construction or repair of any road, track or bridge used for the purpose of gaining access to the site. Access to the boat sheds, via Council owned and maintained foreshore reserves shall not be undertaken without the authorisation of Council and/or an authorised officer of Council.
- Clause 10** The licensee will not remove or permit the removal of any standing trees or other vegetation in the area without approval from an authorised officer, nor shall the licensee, in the area concerned, accumulate or allow to be accumulated any rubbish, unsightly articles, and/or undergrowth which may constitute a fire hazard.

Name (please print)

PETER SYPKES

Signed on behalf of Lessee



Name (please print)

Signed on behalf of Council



Deed of Variation and Assignment

(CLS Ref: 019532)

Dated: 23 NOVEMBER 2016

**The Honourable Matthew Guy Groom MP
(Minister)**

and

**Peter Rex Conway
(Assignor)**

and

**Peter Harry Sypkes and Yvonne Sypkes
(Assignee)**

The Crown Solicitor of Tasmania

Executive Building
15 Murray Street Hobart Tasmania 7000
GPO Box 825 Hobart Tasmania 7001
Telephone: (03) 6165 3650
Facsimile: (03) 6233 2874
File Ref: 1091-16
Doc Ref: kryst798.doc

Deed of Variation and Assignment

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Details

Parties		Minister, Assignor, Assignee
Minister	Name	The Honourable Matthew Guy Groom MP (being and as the Minister for the time being for the State of Tasmania administering the <i>Crown Lands Act 1976</i> (Tas))
	Short Form Name	Minister
	Address	C/- Crown Land Services Department of Primary Industries, Parks, Water and Environment 134 Macquarie Street, Hobart, Tasmania 7000 GPO Box 44, Hobart, Tasmania 7001
	Telephone	(03) 6233 6413
	Attention	Manager Lease and Licence Unit
Assignor	Name	Peter Rex Conway
	Short Form Name	Assignor
	Address	19/1 Castray Esplanade, Battery Point Tasmania 7004
Assignee	Name	Peter Harry Sypkes and Yvonne Sypkes
	Short Form Name	Assignee
	Address for Notices	C/- Level 3, 85 Macquarie Street, Hobart Tasmania 7000
	Telephone	0418 123 678
Recitals	A	The Minister and the Assignor have agreed to vary the terms of the Licence in accordance with the terms and conditions of this Deed.
	B	The Assignor has agreed with the Assignee to assign and transfer to the Assignee, the Assignor's right, title and interest in the Licence subject to terms and conditions contained in this Deed. The Assignor has requested that the Minister consent to the assignment and transfer of the Licence to the Assignee.
	C	The Assignor has agreed with the Assignee to assign and

The Assignor has requested that the Minister consent to the assignment and transfer of the Licence to the Assignee.

- D The Minister has agreed to consent to the assignment and transfer of the Licence to the Assignee subject to the terms and conditions contained in this Deed.

Licence	The licence dated 4 June 2013, a copy of which is annexed marked 'B'.
Assignment Date	25 October 2016.
Assignment Amount	\$82,000.00.
Date of Deed	See signing page.

Agreed terms and conditions

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Assignment Amount means the amount shown in the Details as the Assignment Amount.

Assignment Date means the date shown in the Details as the Assignment Date.

this Deed means this deed of assignment of licence.

Licence means the licence described in the Details;

Licensed Area means the Crown land which is the subject of the Licence.

Term means the term of Licence.

1.2 Definitions contained in the Licence

Terms defined in the Licence have the same meanings when used in this Deed:

- (a) unless the term is given a different meaning in this Deed; or
- (b) the context otherwise requires.

1.3 Interpretation

In this Deed, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Deed;
- (b) words denoting the singular include the plural and vice versa;
- (c) words denoting a gender include all genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (e) an expression denoting a natural person, company, partnership, joint venture, association, corporation or other body corporate or any government body includes any other of them;
- (f) a reference to anything or any property includes a part of that thing or property;
- (g) a reference to a clause, party, or schedule is a reference to a clause of, and a party, and schedule to, this Deed and a reference to this Deed includes any schedule;

- (h) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to or replacement for any of them;
- (i) a reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- (j) a reference to any party includes that party's executors, administrators, successors and permitted assigns and substitutes; and
- (k) mentioning any thing after the words **includes, included** or **including** does not limit the meaning of any thing mentioned before those words.

2 Variation of Licence

The Minister and the Assignor acknowledge and agree that the Licence is varied as follows:

- (a) the plan attached to the Licence marked "A" is deleted and replaced with the plan attached to this Deed marked "A".

The variation of the Licence is operative and takes effect from the Assignment Date.

3 Assignment of Licence

On the Assignment Date:

- (a) **(assignment by Assignor)**: in consideration of the Assignment Amount paid by the Assignee to the Assignor (the receipt of which amount the Assignor acknowledges), the Assignor, as beneficial owner, assigns to the Assignee all of the Assignor's right, title and interest in the Licence and the Licensed Area free from encumbrances;
- (b) **(Assignee's acceptance of assignment)**: the Assignee accepts the assignment of the Assignor's right, title and interest in the Licence and the Licensed Area in accordance with this Deed;
- (c) **(Minister's consent to assignment)**: the Minister consents to the assignment of the Assignor's right, title and interest in the Licence and the Licensed Area in accordance with this Deed; and
- (d) **(things Assignor must give to Assignee)**: the Assignor must give to the Assignee the Assignor's counterpart of the Licence.

4 Assignee's covenants with Minister

The Assignee:

- (a) **(covenant to perform obligations)**: covenants with the Minister that the Assignee will at all times from and including the Assignment Date comply with the licensee's obligations under or arising out of the Licence for the residue of the Term (including paying all licence fees, outgoings and other

amounts payable by the licensee under the Licence for any period on or after the Assignment Date);

- (b) **(acknowledgment as to Licence)**: acknowledges to the Minister that the Assignee has read and understands the provisions of the Licence;
- (c) **(agreement that Licence binds Assignee)**: agrees with the Minister that on and from the Assignment Date the Licence is binding on the Assignee for the residue of the Term to the same extent and in the same manner as if the Assignee was a party to the Licence in substitution for the Assignor; and
- (d) **(notices)**: agrees with the Minister that any notice by the Minister to the Assignee in connection with the Licence or this Deed may be delivered to the Assignee's address, or sent by facsimile to the Assignee's facsimile number, stated in the Details.

5 Assignee's covenants with Assignor

The Assignee:

- (a) **(covenant to perform obligations)**: covenants with the Assignor that the Assignee will at all times from and including the Assignment Date comply with the licensee's obligations under or arising out of the Licence which relate to any period on or after the Assignment Date (including paying all licence fees, outgoings and other amounts payable by the licensee under the Licence for any period on or after the Assignment Date); and
- (b) **(indemnity)**: must indemnify the Assignor against any cost, expense, loss, damage or liability incurred, paid or payable by the Assignor as a result of any breach of the licensee's obligations under or arising out of the Licence which relate to any period on or after the Assignment Date.

6 Assignor's covenants in favour of Assignee

The Assignor:

- (a) **(warranty as to no breaches)**: warrants to the Assignee that the Assignor is not in breach of the Licence as at the Assignment Date; and
- (b) **(indemnity)**: must indemnify the Assignee against any cost, expense, loss, damage or liability incurred, paid or payable by the Assignee as a result of any breach of the Licence by the Assignor which:
 - (i) occurred before the Assignment Date; and
 - (ii) was not reasonably capable of discovery by the Assignee by an inspection of the Licensed Area on the Assignment Date.

7 Release by Assignor to Minister

On and from the Assignment Date, the Assignor releases the Minister, from all claims and actions by the Assignor arising under or in connection with the Licence or in respect of the Licensed Area.

8 Adjustment of payments under Licence

8.1 Payments to be made to Minister

Subject to clause 8.2:

- (a) any amount due and payable under the Licence before the Assignment Date (including any amount which relates to a period which includes the Assignment Date) must be paid by the Assignor to the Minister; and
- (b) any amount due and payable under the Licence on and after the Assignment Date (including any amount which relates to a period which includes the Assignment Date) must be paid by the Assignee to the Minister.

8.2 Adjustment of payments as between Assignee and Assignor

As between the Assignor and the Assignee, any amount payable under the Licence or relating to the Licensed Area must be adjusted so that:

- (a) the Assignor pays that part of the amount which relates to any period before the Assignment Date; and
- (b) the Assignee pays that part of the amount which relates to any period on and after the Assignment Date.

9 GST

- (a) Unless otherwise stated in this Deed, all amounts payable by one party to another party are exclusive of GST.
- (b) If GST is imposed or payable on any supply made by a party under this Deed, the recipient of the supply must pay to the supplier, in addition to the GST exclusive consideration for that supply, an additional amount equal to the GST exclusive consideration multiplied by the prevailing GST rate. The additional amount is payable at the same time and in the same manner as the consideration for the supply.
- (c) A party's right to payment under clause 9(b) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.
- (d) If the supply is a payment or reimbursement for, or contribution to, any expense or liability incurred by the party making the supply to a third party, the amount to be paid reimbursed or contributed in respect of the expense or liability will be the amount of the expense or liability net of any input tax credit to which the person making the supply is entitled in respect of the expense or liability.

- (e) Where any amount payable under this Deed is paid by being set-off against another amount, each amount must be calculated in accordance with this clause 9 as if it were an actual payment made pursuant to this Deed.
- (f) For the purposes of this clause 9:
 - (i) **GST** means any goods and services tax or similar tax imposed by the Commonwealth of Australia (but excluding any penalty, fine, interest or similar payment);
 - (ii) **GST Laws** means any law relating to GST; and
 - (iii) unless the context otherwise requires, expressions defined in the GST Laws when used in this clause 9 have the meanings given to those expressions in the GST Laws.

10 Miscellaneous

10.1 Governing law

This Deed is governed by the laws of Tasmania.

10.2 Liability

An obligation or liability on the part of 2 or more persons binds them jointly and severally.

10.3 Variation

A variation of or an amendment of this Deed must be in writing and signed by the parties.

10.4 Severance

If any provision of this Deed is or at any time becomes illegal, prohibited, void or unenforceable for any reason in any jurisdiction then, as to that jurisdiction, that provision is severed from this Deed and the remaining provisions of this Deed:

- (a) continue to be enforceable; and
- (b) are to be construed with such additions, deletions and modifications of language as are necessary to give effect to the remaining provisions of this Deed.

10.5 Counterparts

- (a) This Deed may be entered into in any number of counterparts.
- (b) A party may execute this Deed by signing any counterpart.
- (c) All counterparts, taken together, constitute one instrument.

10.6 Further action to give effect to this Deed

The parties agree to do or cause to be done all such acts, matters and things (including, passing resolutions and executing documents) as are necessary or reasonably required to give full force and effect to this Deed.

10.7 Successors and assigns

This Deed is binding on and benefits each party and, unless repugnant to the sense or context, their respective administrators, personal representatives, successors and permitted assigns.

10.8 Legal costs and expenses

- (a) The Assignee must pay:
 - (i) any stamp duty on this Deed and any applicable registration fees; and
 - (ii) the Minister's costs in connection with this Deed and the assignment.
- (b) Subject to clause 10.8(a), each party must pay its own costs in connection with this Deed.

10.9 Effective date

If this Deed is executed after the Assignment Date, this Deed takes effect as if it was first executed and exchanged between the parties on the Assignment Date.

10.10 Disclosure

- (a) Despite any confidentiality or intellectual property right subsisting in this Deed, either party may publish all or any part of it, without reference to the other.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1998* (Cwlth).

Executed as a Deed.

Signing page

Dated: TWENTY THIRD DAY OF NOVEMBER 2016

Signing by Minister

Signed as a deed for **The Crown in Right of Tasmania** (acting through the Minister administering the *Crown Lands Act 1976* (Tas)) by the person named below in the presence of the witness named below:

Signature:
→

Am 81

*Print
name:

Anne Michelle Teihorst

Witness'
signature:
→

Am

*Position
and
Position
Number:

Acting Team Leader, Crown
Land Services (Unit Manager
Leases and Licenses)
(Position Number
340697)

*Witness
print
name and
position:

MARY RINALDI
PUBLIC SERVANT

Please
complete:

Acting pursuant to an Instrument of

Authorisation

dated

17th October 2016

*Use BLOCK LETTERS

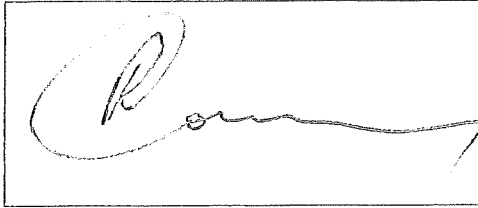
*Witness
print address:

134 MACQUARIE ST
HOBART

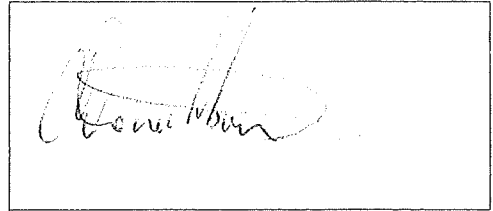
Signing by Assignor

Executed as a deed by **Peter Rex Conway** in the presence of the witness named below:

Signature:



Witness'
signature:



*Witness
print
name:

CAROL WADENE DONALDSON

*Use BLOCK LETTERS

*Witness
print address:

5 TIERSEN PLACE
STANBY BAY TAS 7005

Signing by Assignee

Executed as a deed by **Peter Harry Sypkes** in the presence of the witness named below:

Signature:
→



Witness'
signature:
→



*Witness
print
name:

Pauline Dicker

*Use BLOCK LETTERS

*Witness
print address:

37 Baragoon St
Howrah TAS 7018

Signing by Assignee

Executed as a deed by **Yvonne Sypkes** in the presence of the witness named below:

Signature:
→



Witness'
signature:
→



*Witness
print
name:

Pauline Dicker

*Use BLOCK LETTERS

*Witness
print address:

37 Baragoon St
Howrah TAS 7018

Annexure A – New Plan

MAP OF SUBJECT AREA

LOCALITY: West Shelly Road, Orford



**PLAN IS FOR ILLUSTRATION
PURPOSES ONLY**



Area of Crown land
subject to this application
including access

Council land



Locality Point

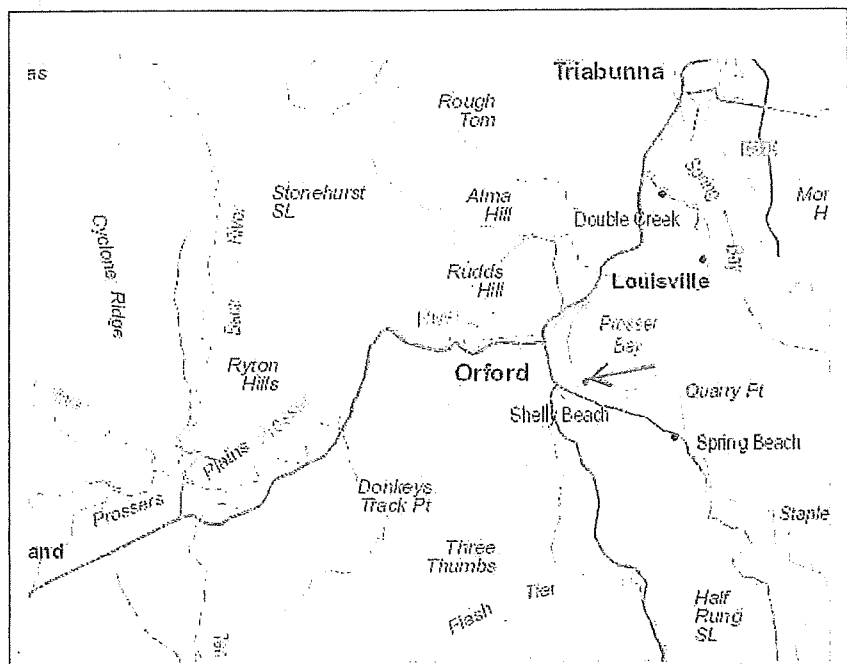
File Number: 019532

PID: 5984504

Area: $\pm 42m^2$

**Lessee: Peter Harry Sypkes
& Yvonne Sypkes**

Locality Plan



Annexure B - Licence



Licence

(CLS Ref: 019532)

Dated *4th June 2013*

The Honourable Brian Neal Wightman MP
(Licensor)

and

Peter Rex Conway
(Licensee)

The Crown Solicitor of Tasmania

Executive Building
15 Murray Street Hobart Tasmania 7000
GPO Box 825 Hobart Tasmania 7001
Telephone: (03) 6233 3922
Facsimile: (03) 6233 2874
File Ref: 41930
Doc Ref: AA007543.DOC

Licence

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Details

Parties	Licensor, Licensee, Guarantor (if any)	
Licensor	Name	The Honourable Brian Neal Wightman being and as the Minister for the time being administering the <i>Crown Lands Act 1976</i> (Tas)
	Short Form Name	Licensor
	Address	C/- Department of Primary Industries, Parks, Water and Environment, 134 Macquarie Street, Hobart, Tasmania, 7000 GPO Box 44 Hobart in Tasmania 7001
	Telephone	(03) 6336 5375
	Fax	(03) 6233 6655
Licensee	Name	Peter Rex Conway
	Short Form Name	Licensee
	Address	19/1 Castray Esplanade, Battery Point, in Tasmania 7004
	Address for Notices	GPO Box 1409 Hobart, Tasmania 7001
	Telephone	
Guarantor	Name	Not Applicable
	Short Form Name	Guarantor
Licensed Area	The Crown land situated at Orford in Tasmania identified by Property Identification No. 5984504 being approximately 42m ² and shown in red on the Plan and where the context requires includes the Improvements and all structures on it.	
Improvements	Jetty and slipway.	
Commencement Date	1 May 20013.	

Term	The period of twenty five (25) years from the Commencement Date.
Licence Fee	The amount of Two Hundred and Forty Dollars (\$240.00).
Fixed Licence Fee	Application of clause 3 Clause 3 does not apply.
Adjustment of Licence Fee	Application of clause 4 Clause 4 does apply.
Insured Amount	The amount of Five Million Dollars (\$5,000,000.00).
Guarantee and Indemnity	Application of clause 25 Clause 25 does not apply.
Section of Act	40(1).
Date of Licence	See Signing page

General terms

1 Definitions and interpretation

1.1 Definitions

In this Licence, unless the context otherwise requires:

Act means the *Crown Lands Act 1976* (Tas);

Approval or Approvals includes:

- (a) any consent, authorisation, registration, filing, lodgement, agreement, notarisation, certificate, permission, licence, approval, authority or exemption from by or with a Regulatory Agency;
- (b) in relation to anything which will be fully or partly prohibited or restricted by law if a Regulatory Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiration of that period without intervention or action;
- (c) all necessary development approvals, licences, permits and approvals as may be required from time to time by a Regulatory Agency for or in respect of the Permitted Use; and
- (d) to avoid doubt, any planning and environment approvals.

Business Day means a day on which authorised deposit-taking institutions (as defined in the *Banking Act 1959* (Cwlth)) in Hobart are open for general banking business excluding, Saturdays, Sundays and public holidays;

Contamination means a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance of any kind that:

- (a) makes, or may make, the Licensed Area, land or waters adjacent to the Licensed Area (if any) unsafe, unfit or harmful for habitation, use or occupation by any person or animal; or
- (b) causes the Licensed Area, land or waters adjacent to the Licensed Area (if any) to not satisfy all applicable Laws or the criteria standards or guidelines published, or adopted by any applicable Regulatory Agency.

Details means the details section of this Licence;

Environment means the physical factors of the surroundings of human beings including the land (whether or not submarine), waters, atmosphere, climate, sounds, odours, tastes, the biological factors of animals and plants and the social factors of aesthetics.

GST refers to goods and services tax under *A New Tax System (Goods and Services) Act 1999* (Cwlth) and the terms used in clause 5 have the same meanings as in that Act;

Guarantor means the guarantor set out in the Details;

Insolvent means, for a natural person:

- (a) having committed an act of bankruptcy;
- (b) being made bankrupt; or
- (c) being subject to an arrangement under part IV of the *Bankruptcy Act 1966* (Cwlth);

and for a corporation:

- (d) being wound up (other than for the purpose of restructure);
- (e) having a controller, liquidator or administrator appointed;
- (f) coming under administration under the Corporations Act 2001 (Cwlth);
- (g) being subject to an order for winding up or reconstruction; or
- (h) having a receiver, a receiver and manager, an agent in possession, a trustee or guardian appointed to the property of the corporation;

Interest Rate means the same rate as the rate prescribed by the *Crown Lands Regulations 2011* for the purposes of section 36(a)(ii) of the Act;

Laws include:

- (a) acts, ordinances, regulations, by-laws, orders, awards, local laws, statutes, proclamations, codes, standards or guidelines of any Regulatory Agency;
- (b) Approvals and requirements in connection with the Permitted Use, binding requirements and mandatory Approvals (including conditions) of any Regulatory Agency;
- (c) principles of law or equity established by decisions of courts; and
- (d) provisions of the Constitution of Tasmania, and the Constitution of the Commonwealth of Australia;

Licence means this document and all its schedules and annexures;

Licensee means the licensee set out in the Details and where the context permits includes the Licensee's employees, authorised contractors, sub-contractors, agents, licensees and invitees and any other person claiming through or under the Licensee;

Licensors means the Minister from time to time administering the Act, the Minister's successors in office and where the context requires includes all persons acting on behalf of the Minister;

month means calendar month;

Permitted Use means the non-exclusive right to use the Licensed Area for the purposes set out in the First Schedule and all reasonably necessary ancillary purposes;

Plan means the plan attached to this Licence marked with the letter "A" which plan is attached for illustration purposes only;

Regulatory Agency means any governmental, public, statutory, local governmental, semi-governmental or judicial body officer entity or authority including:

- (a) a Minister of the Crown (in any right);
- (b) a State Department;
- (c) the Commonwealth of Australia;
- (d) any local water authority; and
- (e) any local government authority;

Special Provisions means the special provisions set out in the Second Schedule.

The expressions defined in the Details above also apply to this Licence.

1.2 Interpretation

In this Licence, unless the context otherwise requires:

- (a) a reference to this Licence includes schedules, appendices and annexures to it and any variation or replacement of any of it;
- (b) the singular includes plural and the plural includes the singular;
- (c) a reference to a gender includes reference to each other gender;
- (d) a reference to a person includes:
 - (i) an individual, a firm, a body corporate, an unincorporated association or a statutory or responsible authority or other authority, as constituted from time to time; and
 - (ii) the person's executors, administrators, successors and permitted assigns;
- (e) a reference to a statute, ordinance, code or other legislative requirement includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (f) the verb "include" (in all its parts, tenses and variants) is not used as, nor is it to be interpreted as, a word of limitation;
- (g) a reference to anything (including an amount) is a reference to the whole or any part of it and a reference to a group of persons is a reference to any one or more of them;
- (h) a reference to writing includes a reference to printing, typing and each other method of producing words figures, or symbols in visible form;

- (i) a reference to a clause, paragraph, schedule, annexure or appendix, is a reference to a clause, paragraph, schedule, annexure or appendix in or to this Licence;
- (j) words or phrases derived from a defined word have a corresponding meaning to the defined word;
- (k) headings are for convenience only and are to be ignored in construing it;
- (l) if a party consists of more than one person then this Licence binds all or any two or more of them jointly and each of them severally;
- (m) a covenant prohibiting a person from doing anything, also prohibits that person from authorising or allowing it to be done by another person;
- (n) if a day appointed for the payment of money or the performance of an act, falls on a day that is not a Business Day, then the day for the payment of that money or the performance of that act will instead be the Business Day immediately following the appointed day.

1.3 Special Provisions

In the event of any inconsistency between the Special Provisions and another provision of this Licence, then the Special Provisions prevail to the extent of that inconsistency.

2 Grant of Licence

2.1 Grant

The Licensor grants to the Licensee, and the Licensee accepts, a non-exclusive licence under the Section of the Act, to use the Licensed Area for the Permitted Use from the Commencement Date for the Term on the terms and conditions in this Licence and subject to the Act.

2.2 No estate or interest

This Licence does not confer upon the Licensee any estate or interest in the Licensed Area.

2.3 Licensor has access to the Licensed Area

The Licensor retains the right to full and free access to the Licensed Area throughout the Term.

3 Licence Fee

3.1 Application

This clause 3 applies if the Details (Fixed Fee Licence) states that this clause is applicable. For the avoidance of doubt, this clause 3 is not applicable if the Details (Fixed Fee Licence) states that clause 3 is not applicable.

3.2 Licence Fee

In consideration of the grant of the Licence, the Licensee agrees to pay to the Licensor the Licence Fee which amount is exclusive of GST. The Licence Fee is to be paid in advance on the Commencement Date and is the only Licence Fee payable during the Term of this Licence.

4 Licence Fee

4.1 Application

This clause 4 applies if the Details (Adjustment of Licence Fee) states that this clause is applicable. For the avoidance of doubt, this clause 4 is not applicable if the Details (Adjustment of Licence Fee) states that clause 4 is not applicable.

4.2 Licence Fee

In consideration of the grant of the Licence, the Licensee agrees to pay to the Licensor the Licence Fee, which amount is exclusive of GST. The Licence Fee is payable annually in advance with the first payment to be made on the Commencement Date and any subsequent payments to be made on each anniversary of the Commencement Date during the Term.

4.3 Adjustment of Licence Fee

The Licensor reserves the right to adjust the Licence Fee at the Licensor's discretion every year during the Term commencing on the first anniversary of the Commencement Date and annually thereafter ("fee adjustment date"). Notice of the adjustment in the Licence Fee may be given by the Licensor to the Licensee through inclusion of the new Licence Fee on an invoice provided to the Licensee for the payment in advance of the relevant years Licence Fee or through any other written notice the Licensor chooses to give to the Licensee. Subject to clause 4.5, the adjusted Licence Fee will be binding on the Licensee and cannot be disputed by the Licensee.

4.4 Determination and payment of adjusted Licence Fee

The Licensor may determine the new adjusted Licence Fee to apply from the relevant fee adjustment date at any time prior to or following that fee adjustment date. If the Licensor determines a new Licence Fee for the purposes of clause 4.3 then the Licensee must pay the adjusted Licence Fee from the relevant fee adjustment date (or if necessary make a further subsequent payment in accordance with any reasonable requirement of the Licensor).

4.5 Licensee may terminate

- (a) If the Licensor adjusts the Licence Fee under clause 4.3 and the Licensee does not wish to continue this Licence at the adjusted Licence Fee, the Licensee may seek to terminate this Licence if the Licensee gives written notice to the Licensor within thirty (30) days of receipt of notification of the adjusted Licence Fee, specifying:
 - (i) that the adjusted Licence Fee is not agreed; and

- (ii) the Licensee wishes to terminate the Licence.
- (b) If the Licensee gives written notice to the Licensor in accordance with clause 4.5(a) then this Licence will terminate on the date thirty (30) days after the giving of the notice by the Licensee, unless the parties agree otherwise during such period. The Licensee will remain liable to pay the Licence Fee for the period from the last occurring fee adjustment date to the date the termination becomes effective, calculated on a pro rata basis at the Licence Fee applicable immediately before the last occurring fee adjustment date.
- (c) Any termination under this clause 4.5 will be without prejudice to any action, suit or other remedy of the Licensor for arrears of the Licence Fee or any other money owing or in respect of any other antecedent breach of this Licence.

5 GST

5.1 GST exclusive

Subject to any other provision of this Licence expressing a contrary intention, if GST is imposed on a supply made under it, then the party paying for the supply must pay the amount of the GST to the party making the supply, at the same time as, and in addition to, the amount payable for the supply.

5.2 Tax invoice

A party making a taxable supply under this Licence must give the recipient a tax invoice for the taxable supply when that supply is made.

6 Conditions of Licence

6.1 Conditions

This Licence is granted subject to the conditions that the Licensee must:

- (a) pay the Licence Fee as required under this Licence;
- (b) to pay all land tax (on a single holding basis), rates, water, sewerage, and other charges levied against the Licensed Area and payable by an owner. For the avoidance of doubt, the Licensee acknowledges that if any such charges are demanded directly of the Licensee then the Licensee must pay that amount punctually to the Regulatory Agency or if demanded of the Licensor then the Licensee must pay to the Licensor on demand a fair proportion (as assessed by the Licensor) of those charges;
- (c) to pay the costs of delivery of all services used by the Licensee on the Licensed Area including electricity, telephone, telecommunication service and ad valorem charges for water and sewerage;

- (d) comply with the terms of this Licence, including the Special Provisions (if any);
- (e) comply with the Licensor's directions about use of the Licensed Area;
- (f) comply punctually with all notices received from the Licensor or any Regulatory Agency concerning:
 - (i) the Licensed Area;
 - (ii) the Permitted Use;
 - (iii) any Contamination of the Licensed Area, land or waters adjacent to the Licensed Area (if any); and
 - (iv) any remediation of the Licensed Area, land or waters adjacent to the Licensed Area (if any).
- (g) punctually comply with:
 - (i) all notices received from the Licensor or the Licensor's duly authorised agents relating to the Licensee's obligations under this Licence;
 - (ii) all notices received from any Regulatory Agency with respect to the Licensed Area or Permitted Use or both;
 - (iii) all Laws, Approvals and other requirements of a Regulatory Agency that affect the Licensed Area or Permitted Use or both in any way; and
 - (iv) any management plans that are approved under the Act at any time that in any way affect the Licensed Area;
- (h) obtain, keep current and comply with, for the Term all necessary Approvals as may be required from time to time by all Laws or any Regulatory Agency or both, for or in respect of the Permitted Use and occupation of the Licensed Area;
- (i) give immediate written notice to the Licensor of:
 - (i) receipt of any notice referred to in clauses 6.1(f) and 6.1(g) (unless such notice was provided through the Licensor); and
 - (ii) any damage or defect in the Licensed Area caused or arising as a result of exercising any of the rights conferred under this License;
- (j) ensure that the right of the general public to access any adjoining Crown land is not hindered or prevented by the Licensee's use of the Licensed Area;
- (k) use the Licensed Area solely for the Permitted Use;
- (l) not do anything in relation to or on the Licensed Area that in the Licensor's opinion, will or may result, in Contamination of the

Licensed Area, land or waters adjacent to the Licensed Area (if any);

- (m) remove any Contamination from the Licensed Area, land or waters adjacent to the Licensed Area and make good any Contamination of the Licensed Area, land or waters adjacent to the Licensed Area (if any);
- (n) cease exercising the rights conferred under this Licence immediately, as the Licensor directs, in an emergency;
- (o) not, on the Licensed Area:
 - (i) sell or hire out, offer or expose for sale or hiring out, or have in the Licensee's possession for selling or hiring out, any article, material or other thing; or
 - (ii) provide, offer to provide or hold the Licensee out as willing to provide, any service or facility for any monetary or other consideration;
- (p) give immediate written notice to the Licensor of any damage or defect in the Licensed Area caused or arising as a result of exercising any of the rights conferred under this Licence;
- (q) except as may be provided in the Special Provisions, not remove any living or dead native vegetation, or disturb ground soil, on the Licensed Area without the Licensor's prior written approval;
- (r) not light a fire on the Licensed Area without the Licensor's prior written approval;
- (s) keep and leave the Licensed Area, the Improvements and all other buildings, structures, facilities, plant, equipment and services or improvements on the Licensed Area:
 - (i) in good repair and condition (which includes restoration of the surface of the Licensed Area);
 - (ii) in a safe state and condition for everyone who enters the Licensed Area or uses the Improvements and facilities on the Licensed Area, or both; and
 - (iii) maintained, installed and repaired, including with respect to all structural matters, in accordance with all Laws, Approvals and any requirements of any Regulatory Agency, good industry practice and any directions given by the Licensor;

it being acknowledged by the parties that the Licensee is responsible for all costs associated therewith during the Term;

- (t) not to:
 - (i) erect any building or structure; or
 - (ii) alter the Improvements or any building or structure;

on the Licensed Area without obtaining the Licensor's prior written consent;

- (u) not assign, sub-licence, share, transfer, grant any mortgage, charge or create any other security interests in, or otherwise deal with, all or any part of the Licensee's rights, benefits or obligations under this Licence without the Licensor's prior written consent (it being acknowledged that should the Licensee wish to assign or transfer this Licence the Licensee must comply with the Act);
- (v) not do, or permit to be done, in relation to the Licensed Area or while exercising the rights conferred under this Licence, anything that, in the Licensor's opinion, is or may become, a nuisance or annoyance to others using or enjoying the Licensed Area or any area near the Licensed Area it being acknowledged that the reasonable use of the Licensed Area for the Permitted Use in accordance with the terms of this Licence will not be a breach of this clause; and
- (w) the Licensee must:
 - (i) not use or permit to be used or stored on the Licensed Area any radioactive toxic or hazardous chemicals, wastes or substances unless required under this Licence and then only in concentrations and quantities:
 - (A) permitted by the relevant statutory authorities; and
 - (B) in accordance with any licences, permits or authorisations required by law; and
 - (C) in accordance with the conditions imposed by the relevant statutory authorities or under their permission;
 - (ii) not permit any petroleum product, oil, grease or any noxious dangerous or poisonous chemical or substance to be discharged through the pipes of the water or sewerage service on the Licensed Area or into any nearby stream or river or into or under the soil and to discharge them only as:
 - (A) permitted by the relevant Regulatory Agency;
 - (B) required by all Laws and Approvals; and
 - (C) in accordance with any conditions imposed by the relevant statutory authorities;
 - (iii) control and restrict the emission of smoke dust or odours from the Licensed Area in accordance with the applicable legislation regulations and the requirements of statutory authorities; and
 - (iv) comply with all demands notices and requirements of the Licensor any all relevant Regulatory Agency in respect of

contamination of the Licensed Area caused by the Licensee or by occupiers of the Licensed Area (which may include the requirement for the carrying out all necessary rehabilitation works to the Licensed Area in accordance with the requirements of and to the satisfaction of the Licensor and any relevant Regulatory Agency at the Licensee's cost).

6.2 Determination of Licence

On the expiration or sooner determination of this Licence the Licensee must cease to exercise the rights conferred under this Licence and leave the Licensed Area in a condition consistent with the Licensee's obligations under this Licence, it being acknowledged by the parties that immediately before the expiration or sooner determination of this Licence the Licensee must:

- (a) remove the Licensee's personal property from the Licensed Area;
- (b) remove all of the Improvements and all of the Licensee's buildings, structures, facilities, plant and equipment or other improvements from the Licensed Area unless otherwise notified in writing by the Licensor; and
- (c) make good all damage caused by removal in accordance with clauses 6.2(a) and 6.2(b) to the Licensor's satisfaction.

6.3 Things remaining on the Licensed Area

The Licensee acknowledges that any Improvements or any of the Licensee's personal property, buildings, structures, facilities, plant and equipment or other improvements remaining on the Licensed Area after the expiration or sooner determination of this Licence without the Licensor's consent may at the Licensor's discretion either:

- (a) become the property of the Licensor without compensation to the Licensee (unless compensation is required to be paid under section 45 of the Act); or
- (b) be removed from the Licensed Area at the Licensee's cost and disposed of by the Licensor without reference or liability to the Licensee with all damage to the Licensed Area caused by such removal to be made good at the Licensee's expense.

6.4 Notice to repair

Upon receipt of notice from the Licensor or any Regulatory Agency having jurisdiction, the Licensee must repair, remedy or otherwise make good all damage to the Licensed Area caused during the Term and any other defects and lack of repair that are the Licensee's responsibility under this Licence. If the Licensee fails to comply with such a notice given under this clause 6.4, then the Licensor, or the Licensor's agents, may, but are not bound to, undertake the required repairs.

6.5 Licensor may recover costs

The Licensee must pay to the Licensor, on demand:

- (a) all money the Licensor expends to undertake work that is the Licensee's responsibility under this Licence; and
- (b) all reasonable costs the Licensor incurs in doing so.

7 Licensor's acknowledgement

7.1 Use of Licensed Area

Subject to the Act the Licensor acknowledges that provided the Licensee pays the Licence Fee and observes and performs all of the Licensee's obligations contained in this Licence the Licensor will permit the Licensee to have the non-exclusive use of the Licensed Area as set out in this Licence.

7.2 Licensor not responsible

The Licensor is not responsible:

- (a) to identify or locate the boundaries of the Licensed Area;
- (b) to construct, maintain or repair any gate, road, track, drain or bridge on the Licensed Area, or used to gain access to the Licensed Area; or
- (c) for any erosion mitigation or other works associated with the Licensed Area or with the protection or maintenance of the Improvements, the Licensee's personal property, buildings, structures, facilities, plant, equipment and services or other improvements.

8 Licensee's indemnities and waiver

8.1 Licensee indemnifies Licensor for risk

The Licensee indemnifies the Licensor against all present and future legal liability, claims or proceedings for:

- (a) personal injury to, or death of, any person;
- (b) either or both loss of, or damage to, property of any person; and
- (c) financial loss of any person;

arising from, or attributable to, the Licensee's presence on, or use of, the Licensed Area.

8.2 Licensee indemnifies Licensor against loss and damage

The Licensee indemnifies the Licensor against all loss and damage to the Licensed Area and all property on it arising from or attributable to the Licensee's occupation or use of the Licensed Area.

8.3 Licensee's risk

The Licensee agrees to use and occupy the Licensed Area throughout the Term at the Licensee's risk as regards to loss or damage to the Licensee and the Licensee's property.

8.4 Licensee indemnifies Licenser against Contamination

The Licensee releases and discharges the Licenser from and agrees to indemnify the Licenser against all actions suits causes of action claims and demands that the Licensee has at any time against the Licenser arising from or attributable to any Contamination including but not limited to any existing or future Contamination or the rehabilitation of the Licensed Area and, if any, the surrounding area of water or for or in respect of anything incidental to any of those issues.

8.5 Waiver of rights of recovery from the Licenser

The Licensee waives all present and future rights to claim against the Licenser for:

- (a) personal injury to, or death of, the Licensee;
- (b) either or both loss of, or damage to, the Licensee's property; and
- (c) financial loss to the Licensee;

arising from, or attributable to, the Licensee's presence on, or use of the Licensed Area.

8.6 Nature of indemnities and waiver

The indemnities and waiver in this clause 8:

- (a) are continuing obligations of the Licensee, separate and independent from any other obligations; and
- (b) survive the expiration or sooner termination of this Licence; but
- (c) do not extend to liability caused by the Licenser's wrongful (including negligent) act or omission

9 Insurance

9.1 Licensee to insure

The Licensee must take out and keep current throughout the Term, and for as long as the Licensee uses the Licensed Area, contracts of insurance with a reputable insurer lawfully carrying on insurance business in Australia, indemnifying:

- (a) the Licenser's and the Licensee's respective liability for:
 - (i) personal injury to, or death of, any person; and
 - (ii) either or both loss of, or damage to, property of any person;

for not less than the Insured Amount for each individual claim or series of claims arising out of a single occurrence, or for such other amount as the Licensor reasonably determines;

- (b) a comprehensive insurance policy:
 - (i) for the full insurable and replacement value of the Improvements and all buildings structures fixtures fittings plant equipment and personal property on the Licensed Area;
 - (ii) against loss or damage by fire storm tempest earthquake lightning explosion burglary and other risks usually covered under a comprehensive insurance policy for fire and related risks; and
- (c) any other risks that the Licensor reasonably requires the Licensee to insure against, for the amount stipulated by the Licensor, to the extent that the claim for indemnity is not caused by the Licensor's wrongful (including negligent) act or omission.

The liability to be insured against under clause 9.1(a) is liability arising from, or attributable to, the Licensee's use or occupation of the Licensed Area to the extent that the injury, death, damage or loss is caused by a wrongful (including negligent) act or omission of the Licensee or the Licensee's employees, authorised contractors, sub-contractors, agents, licensees and invitees and any other person claiming through or under the Licensee.

9.2 Crown to be insured

Insurance taken out under:

- (a) clause 9.1(a); and
- (b) clause 9.1(c), if the Licensor requires this clause to apply to it;

must cover "the Crown in Right of Tasmania" as principal under the insurance contract but only to the extent required under this Licence.

9.3 Licensee to notify Licensor

The Licensee must notify the Licensor in writing as soon as practicable:

- (a) if an insurance contract taken out under clause 9.1 lapses or is cancelled or is materially altered; or
- (b) if the Licensee claims, or becomes entitled to claim, under such an insurance contract for something arising from, or attributable to, the Licensee's possession of the Licensed Area.

9.4 Evidence of insurance

The Licensee must provide a copy of a certificate of currency in respect of each insurance contract taken out under clause 9.1 on or about the Commencement Date and thereafter upon the Licensor's reasonable request give the Licensor evidence of:

- (a) the terms of; and
 - (b) payment of the premium for,
- each insurance contract taken out under clause 9.1.

9.5 Licensor may insure

If the Licensee fails to take out or renew each insurance contract required to be taken out under clause 9.1, then without being obliged to do so, the Licensor may:

- (a) take out or renew each such insurance contract that the Licensee has not taken out or renewed; and
- (b) pay any unpaid premium.

9.6 Licensee not to prejudice insurance

The Licensee must not do anything that may result in insurance under clause 9.1 or any part of it becoming invalid or unenforceable.

9.7 Licensor may waive obligation to insure

The Licensor may at the Licensor's discretion waive the Licensee's obligation to insure under this clause 9 if provided for in the Special Provisions.

10 Termination of Licence

10.1 Licensor's right to terminate

Where:

- (a) any money payable by the Licensee under this Licence remains unpaid for a period exceeding one (1) month after it has become due and the money (and interest if relevant) remains unpaid at the end of the period specified in a notice served on the Licensee by the Licensor:
 - (i) requesting the Licensee to pay the outstanding amount within the period specified in the notice; and
 - (ii) advising the Licensee that the Licence may be cancelled if the outstanding amount and interest thereon at the Interest Rate is not paid within the period so specified; or
- (b) the Licensor considers that the Licensee has committed a breach of any term of the Licence and upon notice served on the Licensee by the Licensor specifying the breach and requiring the Licensee to satisfy the Licensor within the period specified in the notice that the Licensee has not committed the breach the Licence fails to so satisfy the Licensor (or if required by the said notice that the Licensee has rectified or commenced action to rectify the breach); or
- (c) the Licensee repudiates this Licence; or

- (d) the Licensee fails to comply with the provisions of any Approvals, Laws or any Regulatory Agency; or
- (e) the Licensee becomes Insolvent; or
- (f) the Licensee ceases or threatens to cease to use the Licensed Area for the Permitted Use; or
- (g) the Licensee is convicted of an offence in relation to the Permitted Use or if the business or activity conducted on the Licensed Area is closed down by a Regulatory Agency; or
- (h) distress or execution is levied, or issued, against the Licensee's property and not paid out within ten (10) Business Days;

then the Licensor may either:

- (i) give five (5) Business Days written notice to the Licensee that this Licence is cancelled and this Licence automatically terminates when such notice expires; or
- (j) proceed by appropriate court action to enforce performance by the Licensee of the applicable terms of this Licence or to recover damages for their breach.

10.2 Antecedent breach

A termination or cancellation of this License under clause 10 is without prejudice to the Licensor's rights or remedies for arrears of the Fee, for any other moneys owing or for any other antecedent breach of this Licence.

10.3 No compensation payable on termination

Except as may be required for under the Act, no compensation is payable to the Licensee upon cancellation or termination of this Licence and the Licensee indemnifies and agrees to keep indemnified the Licensor against any such claim or demand.

11 Notices

11.1 How to give a notice

A notice, demand, written consent or other communication to be given or made under this Licence is taken to have been duly given or made when;

- (a) hand delivered in writing; or
- (b) sent by prepaid certified or registered post; or
- (c) sent by facsimile transmission from a facsimile machine that produces a print out of the time date and uninterrupted transmission record of sending the notice (to the listed facsimile number);

to the party to whom the notice, demand, written consent or communication is to be given or made under this Licence, at their address

for notices in the Details section of this Licence or such other address as is notified to each other party from time to time.

11.2 Service of a notice

A notice, demand, written consent or other communication is taken to have been duly served:

- (a) in the case of hand delivery, when delivered;
- (b) if sent by prepaid post, certified or registered post, on the third Business Day after the date of posting;
- (c) if sent by facsimile transmission (if the sending facsimile machine produces a print out of the time date and uninterrupted transmission record of the sending of the notice), upon completion of sending, if completion is within ordinary business hours in the place where the recipient's facsimile machine is located, but if not, then at 9.00 am on the next Business Day in that place.

11.3 Who can sign a notice

A notice, demand, written consent or other communication given, or made, under this Licence is sufficient if:

- (a) in the case of the Licensor, it is under the hand of the Licensor, the Licensor's delegate or the Licensor's authorised agents or solicitors;
- (b) in the case of the Licensee, it is under the hand of the Licensee or the Licensee's agents or solicitors.

11.4 Signatures

A printed or copied signature is sufficient for the purposes of sending a notice, demand, written consent, or other communication by facsimile machine.

12 Holding over

On the expiration of the Term if the Licensee continues to use the Licensed Area for the Permitted Use then the Licensee will use the Licensed Area:

- (a) as a licensee on a three (3) monthly licence;
- (b) at the Licence Fee that is payable immediately prior to the expiration of this Licence and adjusted in accordance with clause 4.3 (for the avoidance of doubt clause 4.3 will apply regardless of whether or not clause 4.3 applies in the Details and if not adjusted in accordance with clause 4.3 at the Licence Fee that is payable immediately prior to the expiration of this Licence) on a three (3) monthly basis or any other Licence Fee which is agreed by the parties from time to time;
- (c) with the Licence Fee to be paid in advance;

- (d) on the terms and conditions of this Licence so far as they are applicable to a three (3) monthly licence.

Such licence may be determined by either party giving to the other not less than three (3) months written notice expiring at any time.

13 Interest

If any moneys owing by the Licensee to the Licensor under this Licence are not paid on the due date for payment then the amount attracts and bears interest from the due date for payment until the date of actual payment at the Interest Rate.

14 Licensee's risk

If the Licensee is required to do anything or cause anything to be done under this Licence, then the doing of that act, matter or thing is at the Licensee's sole risk and expense unless otherwise expressly provided.

15 Relationship of parties

Nothing in this Licence is to be construed to create any relationship between the parties other than the relationship of licensor and licensee upon the terms of this Licence and, to the extent applicable, the Act.

16 Merger of rights

None of the terms of this Licence nor any act matter or thing done under or by virtue of or in connection with this Licence operates as a merger of any of the rights and remedies of the Licensor or the Licensee under this Licence all of which continue in full force and effect.

17 Exercise of powers

17.1 Licensor may delegate

The Licensor may exercise any powers, authorities and discretions through permanent officers or any other person appointed in writing for that purpose.

17.2 Licensor's consent

Unless expressly stated otherwise if the Licensor's consent or approval is required under this License, the Licensor may give (conditionally or unconditionally), or withhold, the consent or approval at the Licensor's absolute discretion.

18 Costs

The Licensee must pay to the Licensor, on demand, all the Licensor's costs, on a full indemnity basis of and incidental to:

- (a) the preparation, execution, and completion of:
 - (i) this Licence;
 - (ii) any extension of this Licence;
 - (iii) any arrangement for continuing the Permitted Use after the expiry of the Term or an extension of the Term;
- (b) any consent, approval, waiver or amendment made under or to this Licence;
- (c) any assignment or sub-licensing made under this Licence;
- (d) any surrender or termination of this Licence otherwise than by effluxion of time; and
- (e) the actual or contemplated enforcement or exercise of any rights or powers of the Licensor following a default or breach of this Licence.

19 Waiver

19.1 Delay not a waiver

No failure by a party to exercise, or delay in exercising, a right, power or remedy operates as a waiver.

19.2 Future rights not fettered

A single or partial exercise of a right, power or remedy does not preclude any other, or further, exercise of that, or any other right, power or remedy.

19.3 Waiver to be in writing

A waiver is neither valid, nor binding, on the party granting it, unless made in writing signed by the party to be bound by the waiver in the specific instance and for the specific purpose for which it is given.

20 Severance

20.1 Reading down

If a provision of this Licence is void, voidable or unenforceable, but would not be void, voidable or unenforceable if it were read down, and is capable of being read down, then it must be read down accordingly.

20.2 Severing words or provisions

If, despite clause 20.1, a provision of this Licence is still void, voidable or unenforceable then:

- (a) if the provision would not be void, voidable or unenforceable if a word or words were omitted, then that word or those words (as the case may be) are severed; and
 - (b) in any other case the whole provision is severed;
- and the remainder of this Licence has full force and effect.

21 Dispute Resolution

21.1 Management level discussions

If a dispute arises between the parties about:

- (a) the interpretation, implementation or enforcement of a term of this Licence; or
- (b) a clause of this Licence; or
- (c) the rights and obligations of either party under the terms of this Licence;
- (d) then the parties must use all reasonable endeavors to settle the dispute within five (5) Business Days of both parties becoming aware of the dispute. For the purpose of this clause, to assist in resolving a dispute, the matter in dispute must first be discussed at management level.

21.2 Committee to resolve disputes

Failing satisfactory resolution of a dispute under clause 21.1, the parties must establish a committee consisting of:

- (a) a representative of the Licensor;
- (b) the Licensee, or a representative of the Licensee, and a professional adviser; and
- (c) an independent third person appointed, at the request of either party, by the President of the Law Society of Tasmania (or its successor body) to act as mediator;

to try to resolve the dispute.

21.3 Arbitration

If the parties fail to resolve a dispute under clause 21.2 within ten (10) Business Days of the committee being established, then the matter must be referred to arbitration under the *Commercial Arbitration Act 1986* or to a court of relevant jurisdiction at the option of the party initiating the arbitral or court proceedings.

22 Governing Law

22.1 Law of Tasmania

This Licence is governed by the law of Tasmania and the parties submit to the jurisdiction of the Courts of Tasmania.

22.2 Proceedings issued under or about this Licence

Any proceedings issued under or about this Licence must be instituted either:

- (a) in a Tasmanian court; or
- (b) in the Federal Court from the Tasmanian Registry of that court.

23 Rights cumulative

The rights and remedies provided in this Licence are cumulative and not exclusive of any rights or remedies provided by law.

24 Execution of Licence

If this Licence is not executed prior to or on the Commencement Date and the Licensee uses the Licensed Area from the Commencement Date, then the parties will, from the Commencement Date until the Licence is executed, be in all respects bound by the terms contained in this Licence as if this Licence had been duly and fully completed and executed by the Licensor and the Licensee prior to or on the Commencement Date.

25 Guarantee and Indemnity

25.1 Application

This clause 25 applies if the Details (Guarantee and Indemnity) states that this clause is applicable. For the avoidance of doubt, this clause 25 is not applicable if the Details (Guarantee and Indemnity) states that clause 25 is not applicable.

25.2 Consideration for Guarantee

In consideration of the Licensor agreeing to grant this Licence to the Licensee, at the Guarantor's request, the Guarantor enters into this guarantee and indemnity (called **Guarantee**) in favour of the Licensor on the terms contained in this clause 25.

25.3 Agreement to guarantee and indemnity

The Guarantor:

- (a) guarantees the payment of Licence Fee and the Licensee's compliance with all of the Licensee's obligations arising under this Licence; and

- (b) indemnifies the Licensor against all damages, losses, costs and expenses (including legal costs and disbursements on a solicitor and own client basis) incurred by the Licensor because of the Licensee's default under the Licence.

The Guarantor's obligations continue throughout the Term, and while the Licensee, its successors or assignees of this Licensee, hold over as periodical tenant after the Term expires.

25.4 Period of Guarantee

This Guarantee covers the whole period while the Licensee occupies, or is entitled to occupy, the Licensed Area as the licensee, or while holding an equitable interest over the Licensed Area under an agreement for licence or as a periodical licensee.

25.5 Extent of Guarantee

This Guarantee extends to claims by the Licensor:

- (a) for damages for breaches of licence covenants;
- (b) for breaches of an essential term of this Licence;
- (c) for repudiation of this Licence;
- (d) for the Licensor's loss or damage if the Licensee abandons or vacates the Licensed Area;
- (e) if the Licensor elects to re-enter or to terminate this Licence;
- (f) for the Licensor's reasonable legal and other expenses of seeking to enforce the Licensee's obligations against the Licensee and the Guarantor, recovering possession and terminating this Licence;
- (g) for loss or damage consequent on disclaimer of this Licence on the Licensee's Insolvency, as if this Licence had not been disclaimed.

25.6 Guarantee in favour of owner

This Guarantee is in favour of the Licensor and the Licensor's successors and assigns being the owner of the Licensed Area from time to time during the continuance of this Guarantee.

25.7 Guarantee is joint and several

When there is more than one Guarantor under this Licence:

- (a) the term **Guarantor** in this clause 25 refers to each of the Guarantors and to all of them;
- (b) their obligations as Guarantor are joint and several;
- (c) the Licensor may enforce this Guarantee against all or any of them;
- (d) any notice or demand may be served on all of them, by serving any one of them;
- (e) this Guarantee remains binding on the other Guarantors, even if:

- (i) a Guarantor fails to execute this Licence;
- (ii) this Guarantee is not binding on a Guarantor;
- (iii) the Licensor releases a Guarantor from liability under this Guarantee.

25.8 Guarantee not discharged

This Guarantee is not discharged, and the Licensor's rights against each Guarantor are not affected, by any of the following:

- (a) if the Licensor grants any indulgence or extension of time to the Licensee or to another Guarantor or other Guarantors;
- (b) if the Licensor neglects or fails to enforce licence covenants against the Licensee;
- (c) if the Licensor waives any breaches or defaults under this Licence, except to the extent of the specific breach to which the waiver applies;
- (d) if the Licensor totally or partially releases the liability of the Licensee, or of another Guarantor or other Guarantors;
- (e) if the Licensor and the Licensee, or any other person, enters into any arrangement, composition or compromise relating to this Licence, except to the extent of the arrangement, composition or compromise;
- (f) if the Licensor and the Licensee vary any provision of this Licence without the Guarantor's consent, but only if the variation is minor and not prejudicial to the Guarantor;
- (g) the death, bankruptcy or winding up of the Licensee or a Guarantor;
- (h) if the Licensee's liability under this Licence, or this Licence is or becomes invalid, illegal, or unenforceable, including through any act, omission or legislation;
- (i) if the Licensor disclaims this Licence following the Licensee's insolvency.

26 Disclosure

26.1 Parties may disclose

Despite any confidentiality or intellectual property right subsisting in this Licence, either party may publish all or any part of it, without reference to the other.

26.2 Privacy obligations preserved

Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1998* (Cwlth).

Executed as a Deed.

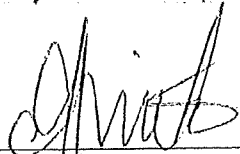
Signing page

Dated: 4th day of June

2013

Signed by Kathryn Janet Clark being
and as A/Team Leader (Position No.
334958) and pursuant to an Instrument
of Authorisation dated 27th Day of
February 2012 in the presence of:

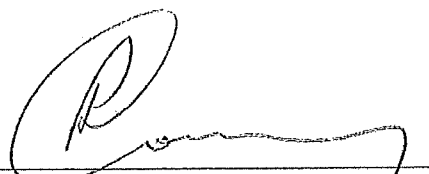

Signature

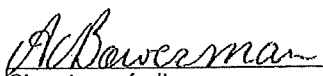

Signature of witness

Anne-Maree Smith
Name of witness (print)
c/- 171 Westbury Road
Prospect Tas 7250
Address of witness

Public Servant
Occupation

Signed by Peter Rex Conway
in the presence of:


Signature


Signature of witness

A/line Cheryl Bowerman
Name of witness (print)

68 Tinderbox Rd, Blackmans Bay
Address of witness

Assistant Legislative Systems Officer
Occupation

First Schedule

Permitted Use (Marine Facility) (Clause 1.1)

The right for the Licensee to enter onto the Licensed Area to operate, use and maintain (and where permitted under clause 6.1(t) erect) the Improvements for the purposes for which they are designed and for purposes reasonably ancillary thereto.

Second Schedule

Special Provisions

(Clauses 1.1, 6.1(d))

1. Access to the Licensed Area

If the Licensor requires the Licensee to limit, or change, his or her method of access to, or use of, the Licensed Area:

- (a) to allow improved public use of a coastal or river reserve; or
- (b) to prevent or minimise coastal erosion; or
- (c) to allow coastal erosion works; or
- (d) to allow such other works as the Licensor or the Crown in Right of Tasmania decides to carry out;

then the Licensee must comply with that request.

2. Destruction of principal structure

If the principal structure on the Licensed Area:

- (a) is substantially destroyed; or
- (b) becomes the subject of an abatement notice under the *Local Government Act 1993*; or
- (c) in the opinion of the Licensor, is substandard and cannot be upgraded to a reasonable standard without reconstruction;

then the Licensor may provide written notice to the Licensee that this Licence is cancelled. This Licence will determine 30 Business Days after receipt of the notice by the Licensee with clauses 10.2 and 10.3 of the Licence to apply to any such termination.

3. Licensee must display registration plate

The Licensee must ensure that if the Licensor issues a registration plate for any of the Improvements, that such plate is displayed prominently on the relevant Improvement in accordance with any direction the Licensor may give concerning such display.

4. No use as a residence

The Licensee must not use any of the Improvements as a temporary or permanent residence or any other temporary or permanent accommodation.

5. Domestic slipway

If a domestic slipway is included in the structures forming the Improvements, then such domestic slipway is to be used only for storage, launch and haulout of vessels and is not to be used (nor is any jetty or boat ramp (if any) forming part of the Improvements) for hull cleaning or painting, major engine repairs or any other general repairs or maintenance likely to cause contamination to the Licensed Area or adjoining land and waters in contravention of clause 6.1(l) of this Licence.

7. Licensor's decision final and binding

The Licensor's decision as to what constitutes a principle structure for the purposes of clause 2 of this Second Schedule, a permanent or temporary residence for the purposes of clause 4 of this Second Schedule and a domestic slipway for the purposes of clause 5 of this Second Schedule is to be final and binding on the parties and not open to dispute.

8. Insurance requirements

For the purposes of clause 9.7 it is hereby acknowledged that the Licensee is not required to take out the insurances set out in clause 9.1(b).

9. Further termination scenarios

In addition to the matters set out in clause 10 of the Licence the parties agree that if the Licensed Area is required for:

- (a) a public purpose; or
- (b) for the purposes of some other Act;
- (c) a purpose that is (in the Licensor's reasonable opinion) desirable in the public interest;

and such use conflicts with the continued use of the Licensed Area for the Permitted Use then the Licensor may terminate this Licence on the giving of three months written notice at which time the Licensee must cease to use the Licensed Area (it being acknowledged for the avoidance of doubt clauses 6.2, 6.3, 10.2 and 10.3 of the Licence apply in such circumstances).

10. Urgent relief in cases of dispute

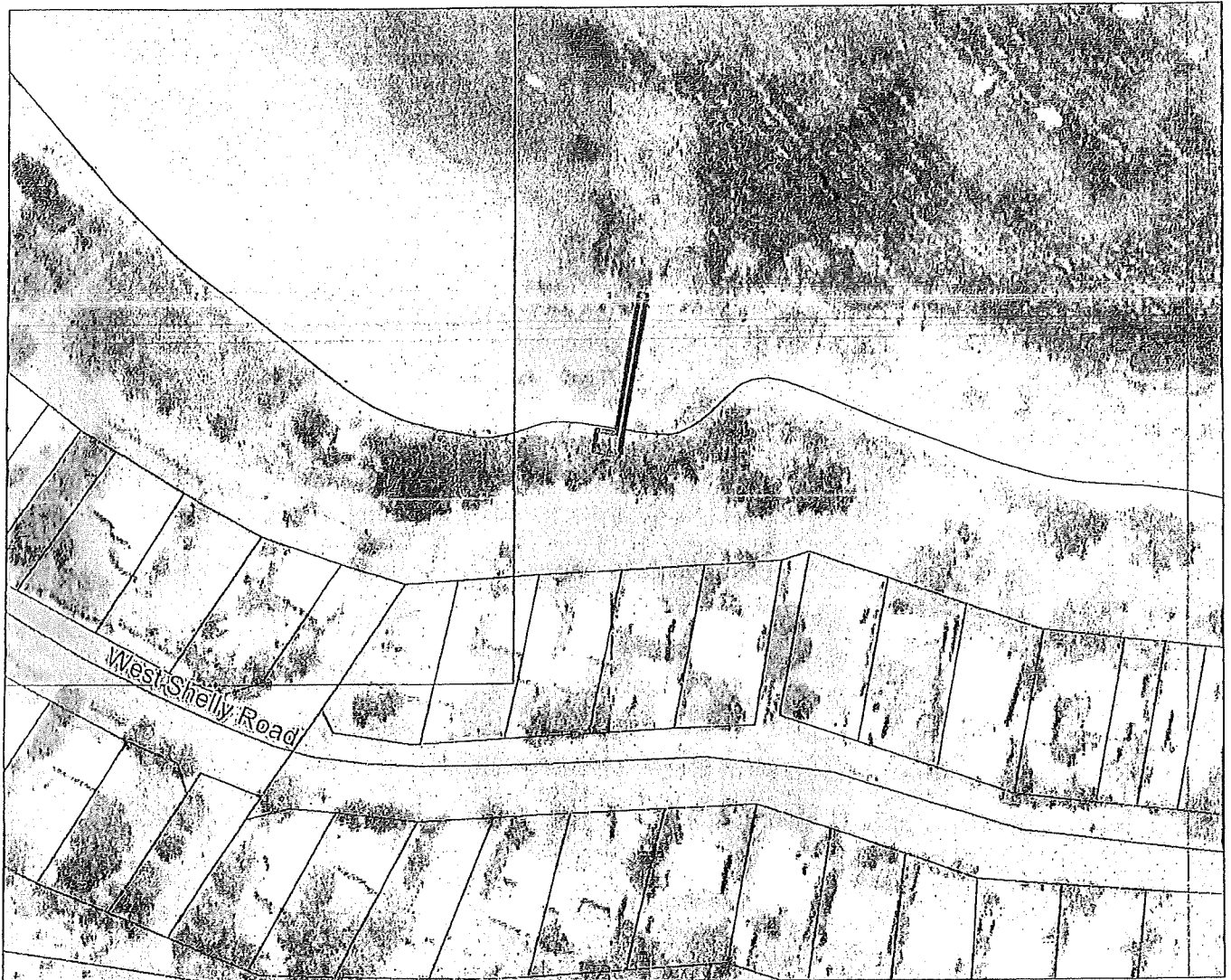
Notwithstanding anything else in clause 21 of the Licence the parties are not prevented from applying for urgent interlocutory relief in cases of dispute.

Annexure

'A'

MAP OF SLIPWAY and JETTY

LOCALITY: ORFORD



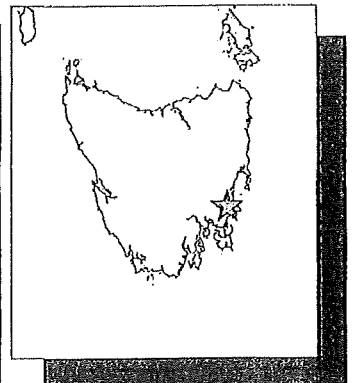
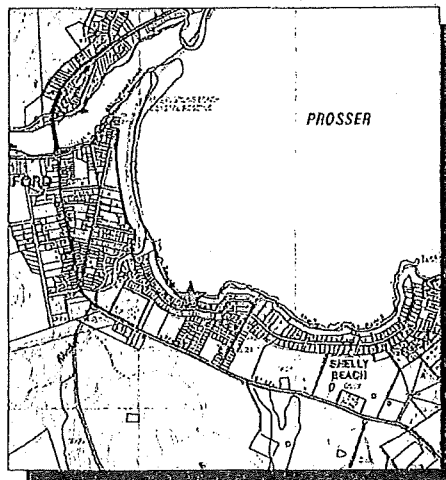
LOCALITY PLANS

**PLAN IS FOR ILLUSTRATION
PURPOSES ONLY**

 Approximate Licence
Boundary

 Locality Point

File No: LM-LM-CW- 019532



Base data supplied by the LIST
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