|  |
| --- |
| On this \_\_[date]\_\_\_day of \_\_\_\_\_\_[month]\_\_\_\_\_\_\_\_, \_\_\_[year] **(insert Crown Land Manager’s name)** (hereinafter referred to as the “Crown land manager” or “CLM”), appointed under the *Crown Land Management Act 2016* (herein after referred to as the “Act”) as Crown Land Manager of the land within Reserve No. **(insert NUMBER),** reserved or dedicated for the public purpose of **(insert PURPOSE)**, pursuant to Section 2.20 of the Act grants a short-term licence to the person(s) specified in Section 1 of Schedule 1 (hereinafter referred to the “licensee”) subject to the following terms and conditions:1. The licensee must not use the land specified in Section 2 of Schedule 1 for any other purpose except for the purpose authorised in Section 1 of Schedule 1.
2. The licensee must pay the CLM the licence fees and bond (if any) specified in Section 3 of Schedule 1 prior to the commencement of filming. The bond (if any) will be returned upon completion of filming and compliance with the conditions of the licence.
3. The licence remains in force only for the period specified in Section 4 of Schedule 1. The CLM may cancel the Licence without prior notice if the licensee breaches any of the licence conditions.
4. The licensee must advise the CLM of any changes to the contact details set out in Section 5 of Schedule 1.
5. The licensee must comply with the special conditions specified in Section 6 of Schedule 1.
6. Any notice provided for in this licence shall be deemed to be validly served if;
	1. it is personally served on the licensee or where the licensee is a corporation or association, on an officer of the corporation or association; or
	2. it is sent by prepaid ordinary mail addressed to the licensee at the address shown in Section 5 of Schedule 1.
7. The CLM does not make or give any warranty, promise or covenant to the licensee for quiet enjoyment of the licence area.
8. The licensee must not interfere with any other person authorised by the CLM to use the reserve or any part thereof.

**Seal affixed and attested on behalf of the Crown Land Manager** Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Position:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Witness signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Witness Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Signed on behalf of Licensee**Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Position:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Witness signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Witness name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| SCHEDULE 1SECTION 1: LICENCEName of Licensee\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Organisation or Company if applicable) ABN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_The licence is granted for the purpose of Filming and the activities associated with the filming production.SECTION 2: LICENSEE’S RIGHTThe Licensee shall have the use of the reserve area being Lot **(Insert Number)** DP**(Insert Number)**  as shown by red hatching on the diagram attached as Schedule 2 to this Licence (hereinafter called “the licensed area”).SECTION 3: LICENCE FEE The licence fee is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_The bond fee is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_SECTION 4: LICENCE PERODThe licence is granted for the period from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (not to exceed 12 months). SECTION 5: ADDRESS FOR SERVICE OF NOTICEAddress:­­­­ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone(s) :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_SECTION 6: SPECIAL CONDITIONS1. The location manager, or other authorised employee of the licensee, is responsible for supervising the activities under the licence.
2. Copies of all licences and approvals relating to the purpose in Section 1 must be available on location at all times and are to be held by the location manager.
3. The licensee must consult with the Crown Land Manager in respect of any changes to filming plans that may require amendment to this licence.
4. The licensee must immediately repair and make good any damage caused by the licensee’s use of the licensed area.
5. The licensee must ensure due care and diligence is taken to protect the native flora and fauna.
6. The licensee must keep the licence area clean and tidy at all times. Rubbish and litter are to be removed at the end of each day’s filming.
7. The licensee must thoroughly brief the film crew on the nature and practical application of this licence.
8. The licensee must take due care to keep noise to a minimum.
9. The licensee will indemnify and keep indemnified the Crown Land Managerand the Minister administering the *Crown Land Management Act 2016*against all actions, suits, claims, debts, obligations and other liabilities that may arise from the activities of the Licensee under the Licence.
10. The licensee must, before occupying the licensed area, take out a public risk insurance policy for the term of the licence, for a minimum amount of $20,000,000 for any one claim whereby the CLM and the Minister shall during the continuance of this Licence be indemnified against claims and demands arising from death or bodily injury or damage to property arising out of the Licensee’s use of the licensed area. Copy of such coverage is to be handed to the CLM before occupying the licensed area.
11. The licensee must maintain all other insurances as may be required by the *Workers’ Compensation Act 1987* or any other Act of Parliament in regard to the conduct of activities of the Licensee on the licensed area. Copy of such coverage is to be handed to the CLM before occupying the licensed area.
12. No relationship of landlord and tenant is or is intended to be created between the parties by virtue of this licence or in any way whatsoever.
13. The licensee must obtain all relevant approvals for the activity to be conducted. The local council, police and the community must be notified of the filming activity even if specific approvals for filming are not required.
14. The construction of buildings or other structures in association with the film shoot is prohibited unless advised of in the licensee’s application, and is only permitted in accordance with any required development consent (if development consent is required). The CLM reserves the right to retain any building or demand its removal on completion of filming at no cost to the CLM, subject to any development consent condition/s.
15. The CLM reserves a reasonable right to remove from or refuse entry to the licensed area any person regardless of any arrangements or contract with the Licensee.
16. This licence is subject to the provisions of the *Crown Land Management Act 2016*, including section 2.20 of that Act.
17. The licensee must not sublet, assign or otherwise deal with the licensed area.
18. The licence area must be left in the condition in which it was found prior to filming taking place. The licensee must is responsible for the cost of any restoration works required as the result of any damage arising in connection with this licence.
 |

**SCHEDULE 2**

**DIAGRAM SHOWING LICENCE AREA BY RED HATCHING**

 **N**