

**DATE** \_\_\_\_\_

**CITY OF ONKAPARINGA**  
ABN 97 047 258 128  
(Licensor)

- and -

**WILLUNGA GOLF CLUB INCORPORATED**  
(Licensee)

\_\_\_\_\_  
**LICENCE**  
\_\_\_\_\_

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**Adelaide**

Pirie House, Level 6, 89 Pirie Street  
Adelaide SA 5000

GPO Box 74 Adelaide SA 5001

P 08 8414 3400  
F 08 8414 3444

**Port Lincoln**

11 Mortlock Terrace  
Port Lincoln SA 5606

PO Box 411 Port Lincoln SA 5606

P 08 8682 3133  
F 08 8682 6030

**Clare**

165 Main North Road  
Clare SA 5453

PO Box 671 Clare SA 5453

P 08 8842 1833  
F 08 8842 1811

**Regional Offices**

**(By appointment only)**

Barossa Valley, Bordertown,  
Kadina, Keith, McLaren Vale

P 1300 414 414  
F 08 8414 3444

**LICENCE**

AGREEMENT made

2020

**PARTIES**

**CITY OF ONKAPARINGA** ABN 97 047 258 128 of PO Box 1 Noarlunga Centre SA 5168  
 (“Licensor”)

**WILLUNGA GOLF CLUB INCORPORATED** ABN 63 148 297 651 of 100 St Peter’s Terrace  
 Willunga SA 5172 (“Licensee”)

The Licensor is the registered proprietor of the Land. The Licensor grants to the Licensee a licence to use the Premises described in this Schedule on the terms and conditions contained in this Schedule and the attached Standard Licence Terms which form part of this licence.

**SCHEDULE**

<p><b>Item 1</b>  <i>(Land)</i>            The whole of the land contained in Certificate of Title Volume 6152 Folio 338 and known as Willunga Golf Course, Lot 70 St Peters Terrace, Willunga SA 5172</p>
<p><b>Item 2</b>  <i>(Premises)</i>            Portion of the land comprised in Certificate of Title Volume 6152 Folio 338 and known as portion of Lot 70 St Peters Terrace Willunga SA 5172 as delineated in red on the plan attached as Annexure A</p>
<p><b>Item 3</b>  <i>(Commencement Date)</i>            1 July 2019</p>
<p><b>Item 4</b>  <i>(Expiry Date)</i>            30 June 2024</p>
<p><b>Item 5</b>  <i>(Licence Fee)</i>            The amount payable pursuant to Additional Condition 6</p>
<p><b>Item 6</b>  <i>(Licence Fee Review)</i>            An amount calculated in accordance with Additional Condition 6</p>
<p><b>Item 7</b>  <i>(Services)</i>            All services used or consumed by the Licensee on the Premises, that are separately metered (if any).</p>

<p><b>Item 8</b> (Outgoings) All water usage and other utilities supplied to the Premises, that are separately metered (if any)</p>
<p><b>Item 9</b> (Licensee's Share) 100%</p>
<p><b>Item 10</b> (Permitted Use) The Licensee will occupy:</p> <ol style="list-style-type: none"> <li>1. the Premises for its club administration activities; and</li> <li>2. the "Golf Course" (as defined in Addition Condition 2) for playing golf.</li> </ol>
<p><b>Item 11</b> (Times of Use) <b>Times of Use</b> means 24 hours 7 days a week for the Premises only (with access to the Golf Course being limited to those times specified in Additional Condition 2)</p>
<p><b>Item 12</b> (Renewal) Nil</p>
<p><b>Item 13</b> (Insurance) The Licensee must effect and keep current during the Term:</p> <ol style="list-style-type: none"> <li>1. <b>Public Risk Insurance</b> A policy of public risk insurance applicable to the Premises and the Permitted Use noting the interests of the Licensor for an amount of not less than \$20,000,000.00 per claim, (or such higher amount as the Licensor may reasonably require from time to time) and have no limit on the number of claims that can be made under it.</li> <li>2. <b>Other</b> All plant, equipment and belongings of the Licensee for their full replacement value and any policy required by law or which the Licensor reasonably requires.</li> </ol>
<p><b>Item 14</b> (Additional Conditions)</p> <ol style="list-style-type: none"> <li>1. <b>CHILD SAFE ENVIRONMENT</b> <ol style="list-style-type: none"> <li>1.1 The Licensee acknowledges that the City of Onkaparinga is committed to providing a child safe environment (as defined by the Children's Protection Act 1993 (SA) at all times. A child safe environment is 'an environment, which is both child-safe and child-friendly, where children are valued and feel respected and encouraged to reach their full potential.</li> <li>1.2 The Licensee represents to the Licensor that it has fulfilled and will ensure that it continues to fulfil its requirements under the Children's Protection Act 1993 (SA) and any other legislation concerning the protection of children, in respect of the Licensee occupying the Premises for the Permitted Use.</li> </ol> </li> </ol>

- 1.3 The Licensee must act in the best interests of the community at large.
- 1.4 The Licensee must at the request of the Licensor provide a current police clearance or the relevant criminal history screening certificate under relevant legislation for the Licensee or any of the Licensee's officers, volunteers, members, employees, contractors, tenants and agents who provide services from the Premises.
- 1.5 If the Licensor makes a request of the Licensee under this Additional Condition, the Licensee must provide the requested documents within ten (10) business days of such request. Failure to do so will be considered a breach of an essential term of this licence.

## 2. FURTHER LICENCE FOR USE OF THE GOLF COURSE

- 2.1 The Licensee may (by at least 15 days advance notice) exclusively access and use the area outlined in blue on the plan in Annexure B (**Golf Course**) for the purposes of the Permitted Use within the following times:
  - (a) Tuesdays between 8.00am and 10.00am;
  - (b) Wednesdays between 7.00am and 10.00am;
  - (c) Saturdays between 6.00am and midday,
 which times may otherwise be varied by the Licensor giving at least 30 days written to the Licensee, and provided the Licensor has also consulted with the Licensee beforehand. At all other times, the Licensor may allow members of the general public to exclusively occupy the Golf Course.
- 2.2 The terms and conditions of this licence apply to the further licence granted by this Additional Condition mutatis mutandis.
- 2.3 The further licence conferred by this Additional Condition does not confer on the Licensee any tenancy, estate or interest in the Golf Course or the Land.
- 2.4 Without limiting and notwithstanding any other release provided by the Licensee in this licence, the Licensee agrees that the Licensor is not liable for any death or personal injury to the Licensee or its patrons or customers while accessing, occupying or using the Golf Course.
- 2.5 Without limiting and notwithstanding any other indemnity provided by the Licensee in this licence, the Licensee indemnifies the Licensor against all actions, liabilities, claims or demands for any loss, damage, injury, or death incurred or suffered directly or indirectly by the Licensor or any other person in connection with the Licensee's access, occupation or use of the Golf Course.
- 2.6 Any breach of the licence granted pursuant to this Additional Condition by the Licensee is a breach of this licence by the Licensee and any breach of this further licence by the Licensee is a breach of the further licence granted pursuant to this Additional Condition subsisting at the time of the breach of the licence by the Licensee.
- 2.7 The Licensee must (on demand) remedy any damage caused to the Golf Course by the Licensee's (and the Licensee's Agents) access, occupation and/or use.
- 2.8 The Licensee must ensure the Golf Course is kept and left in a clean, neat and tidy condition at the end of each use.
- 2.9 For the avoidance of doubt, the Licensee acknowledges that the area known as "Waverley Homestead", as marked in yellow on the plan in Annexure B is excluded from the Golf Course, and is therefore not available for use by the Licensee.

## 3. HONOUR BOARDS

- 3.1 The Licensee will at the Licensor's cost, relocate those honour boards as determined by the Licensor in its absolute discretion to those portions of the building known as "The Sprigg Bar" and the new "Golf Club Office". For any honour boards not relocated to "The

Sprigg Bar” and/or the “Golf Club Office” then at the Licensee’s request, the Licensor will allocate an area on the Land where the Licensee may store them at no charge, provided such storage is at the Licensee’s risk in all respects.

- 3.2 Changes or updates to the large honour boards located in the restaurant may only be made at the cost of the Licensee in all respects and with the prior written consent of both the Licensor and the restaurant operator to ensure the honour boards remain uniform and reflect a standard acceptable to the consenting parties.

#### 4. FACILITY COMMITTEE

- 4.1 With effect from the date of this licence, a Facility Committee will be established for the purpose of:
- (a) reviewing and as applicable, providing recommendations to improve the golf course facilities and sponsorship arrangements of the Willunga Golf Course; and
  - (b) planning, coordinating and activating marketing materials and program and sponsorship arrangements of the Willunga Golf Course.
- 4.2 The Facility Committee will consist of one nominated representative from each of the Licensor, the Licensee, the Licensor’s ‘Manager’ of the Golf Course from time to time and optionally, two member representatives elected by them.
- 4.3 The Facility Committee may establish a subcommittee to manage the tasks set out in 4.1(b) above.
- 4.4 The Facility Committee (and any of its subcommittee’s) will meet monthly at the Golf Course, on those dates and times notified by the Licensor in January of each year (acting reasonably).
- 4.5 All decisions of the Facility Committee (and any of its subcommittee’s) must be by unanimous vote. Where a decision cannot be reached by unanimous vote, the issue will be referred to the Elected Member representative in attendance whose decision will be final and binding.
- 4.6 For the purposes of Additional Condition 4.2 “**Licensor’s Manager**” means the person appointed by the Licensor from time to time to provide management services for the operation, management and use of the Golf Course.

#### 5. COMPETITIONS AND SPECIAL EVENTS

- 5.1 All golf competitions and special events must be arranged in accordance with the process set out in this Additional Condition.
- 5.2 The Licensee will schedule and organise its annual competition program in consultation with the Willunga Golf Course Professional and as approved by the Facility Committee.
- 5.3 The Licensee is responsible to procure the Licensor’s ‘Manager’ of the Golf Course from time to time, to coordinate and manage all golf competitions planned for the Golf Course (as defined by Additional Condition 2).
- 5.4 The Licensee and Licensor will liaise with the Facility Committee as necessary to schedule:
- (a) competitions annually in advance and by 15 January for that calendar year, except that in respect of the competition finals, the Licensee must notify the Licensor within 7 days of receiving details of those scheduled competition dates to be hosted by the Licensee; and
  - (b) special events such as industry trade days, which will be limited to 2 Saturday’s per year unless the Licensee consents otherwise in writing.
- 5.5 By 1 January each calendar year, the Licensee will nominate the 6 days its requires the Golf Course for organised special events. The Licensor will promptly either approve or disallow such nominated dated and times (but in doing so,

the Licensor must act reasonably).

## **6. LICENCE FEE, AFFILIATION FEE AND MEMBERSHIP**

- 6.1 The Licensee irrevocably authorises the Licensor to recover from its individual members directly, payment of the Willunga Golf Course Membership Fee..
- 6.2 The Licensee will provide all reasonable assistance to the Licensor to collect the Willunga Golf Course Membership Fee from the Licensee's members, including full disclosure of each member's contact details and membership information.
- 6.3 The Licensee is responsible for the annual invoicing of club membership and affiliation fees from the Licensee's members, and payment of any monies due to Golf SA for member services provided to the Licensee and its members. Within 7 days of receiving a tax invoice for affiliation fees properly incurred and owing by the Licensee, the Licensee will arrange for payment to Golf SA.
- 6.4 The Licensee will ensure that its membership is structured into the following categories (or such other categories agreed in writing between the parties):
- (a) Willunga Golf Club (Competition Players)
  - (b) Veteran Member (WGC Golf Club Member)
  - (c) Life Member (WGC Golf Club Member)
- 6.5 The Licensee unconditionally undertakes to the Licensor to ratify the Willunga Golf Course Membership Fees as fixed by the Licensor from time to time.
- 6.6 The Licensee will promptly on receipt, approve applications for membership and maintain current records for each member (including resignations) and provide such information to the Licensor's Manager (as defined by Additional Condition 4.6) of the Golf Course from time to time on a monthly reporting basis. The Licensor's Manager must maintain a separate register and will provide a copy to the Licensee upon request.
- 6.7 The Licensee's members may use the Golf Course (as defined by Additional Condition 2) outside the Times of Use (as varied from time to time) but such use will be as a member of the public for no additional fee but those members may only access the Golf Course in accordance with the requirements of the Licensor's Manager (as defined by Additional Condition 4.6) .
- 6.8 The Licensor will maintain an accurate ongoing record of all membership data using the information notified by the Licensee from time to time.

## **7. SUBSIDY**

- 7.1 Subject to Additional Condition 7.2, the Licensor will provide to the Licensee a subsidy of \$15,000 (exclusive of GST) to assist the Licensee with its operational costs and expenses.
- 7.2 If at 1 July in any year during the Term, the Licensee has less than 200 members then the annual subsidy will be reduced proportionally.
- 7.3 The Licensor may agree in its absolute discretion increase the subsidy as it sees fit.

## **8. OTHER**

- 8.1 The Licensee must leave the Premises and the Land in a clean and tidy state at the end of each day.
- 8.2 The Licensee acknowledges that the Licensor will utilise the Golf Course (as defined by Additional Condition 2) for marketing purposes designed to attract and generate sponsorship and other revenue. Subject to this licence, the Licensee may undertake its

own fund raising activities. Any proposed sponsorship arrangements of the Licensee must be tabled for approval by the nominated representatives of the Facility Committee at their relevant monthly meeting, provided such arrangements meet the values of the Willunga Golf Course as set out in Additional Condition 4).

- 8.3 The Licensee will not obstruct, prevent or delay the Licensor (including its agents, contractors and invitees) from accessing the Land (including the Premises) as desirable or necessary for the management and operation of the Land.
- 8.4 Except approved by the Licensor, the Licensee must not under any circumstances allow alcohol onto the Land and must ensure that its patrons, members and visitors do not bring alcohol onto the Land except as otherwise permitted by the Licensor.
- 8.5 The Licensor will print the Licensee's annual program and provide other printing services as the Licensor reasonably determines from time to time (excluding the annual report).

## STANDARD LICENCE TERMS

### 1. INTERPRETATION

#### 1.1 Definitions

- 1.1.1 In this licence, unless the context otherwise requires:
- 1.1.2 **Authority** means any governmental, semi-governmental or other authority having jurisdiction or authority in respect of the Premises;
- 1.1.3 **Commencement Date** means the date in **Item 3**;
- 1.1.4 **Expiry Date** means the date in **Item 4**;
- 1.1.5 **Default Rate** means the rate which is two per centum (2%) per annum greater than the published annual rate of interest charged from time to time by Westpac Banking Corporation on overdraft facilities of more than \$100,000.00 and if there is more than one rate published the highest of those rates;
- 1.1.6 **Land** means the land described in **Item 1**;
- 1.1.7 **Licence Fee** means the fee in **Item 5**;
- 1.1.8 **Licensee's Agents** means each of the Licensee's agents, members, contractors, subcontractors, employees, officers, sublessees, licensees, invitees, or any other person claiming through or under the Licensee;
- 1.1.9 **Licensee's Share** means the proportion specified in **Item 9**;
- 1.1.10 **Licensor's Agents** means each of the Licensor's agents, contractors, subcontractors, employees, officers, sublessees, licensees (excluding the Licensee or the Licensee's Agents), invitees, or any other person claiming through or under the Licensor;
- 1.1.11 **Outgoings** means the outgoings described in **Item 8**;
- 1.1.12 **Permitted Use** means the use described in **Item 10**;
- 1.1.13 **Premises** means the premises described in **Item 2**;
- 1.1.14 **Renewal Term** means the term (if any) of renewal or extension specified in **Item 12**;
- 1.1.15 **Review Date** means the dates in **Item 6**;
- 1.1.16 **Schedule** means the schedule attached to this licence;
- 1.1.17 **Services** means electricity, gas, water, oil, telephone and other like services together with the services described in **Item 7**;
- 1.1.18 **Term** means the term commencing on the Commencement Date and expiring on the Expiry Date and any extension or renewal of this licence or any period during which the Licensee uses the Premises;
- 1.1.19 **Times of Use** means the times set out in **Item 11**;

## 1.2 GENERAL

In this licence, unless the context otherwise requires:

- 1.2.1 a reference to any document is a reference to that document as varied, novated or replaced from time to time;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 a reference to a gender includes all genders;
- 1.2.4 the use of the word "including" does not limit what else might be included;
- 1.2.5 a reference to a thing includes all or any part of it;
- 1.2.6 where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- 1.2.7 a reference to a person or entity includes a natural person, a partnership, corporation, trust, association, unincorporated body, authority or other entity;
- 1.2.8 a reference to a party includes that party's legal personal representatives, successors and permitted assigns;
- 1.2.9 if the Licensee comprises two or more persons the word "Licensee" will apply to them jointly and each of them severally;
- 1.2.10 headings are inserted in this licence are for convenience only and are not intended to affect its interpretation;
- 1.2.11 a reference to a statute, ordinance, code or other law includes regulations and other instruments issued under it and consolidations, amendments, re-enactments or replacements of any of them; and
- 1.2.12 a reference to an Item means an **Item** in the Schedule.

## 2. GRANT OF LICENCE

The Licensor grants to the Licensee a non-exclusive licence to use the Premises for the Permitted Use and during the Times of Use. The Licensor will permit the Licensee and the Licensee's Agents access for the purpose of ingress and egress to and from the Premises without hindrance over across and along all such parts of the Land as are reasonably necessary to access the Premises.

## 3. TERM

This licence commences on the Commencement Date and continues until the Expiry Date or the prior surrender or termination of this licence.

## 4. LICENCE FEE

- 4.1 The Licensee must pay to the Licensor or as the Licensor directs the Licence Fee as directed from time to time by the Licensor. The Licensee must pay the Licence Fee at the times and in the manner set out in Item 5 without any abatement, deduction or demand.

- 4.2 The Licence Fee will be reviewed on each Review Date in the manner described in Item 6.
- 4.2.1 Until the new Licence Fee has been determined, the Licensee must continue to pay the Licence Fee paid before the Review Date.
- 4.2.2 Any variation in the Licence Fee takes effect on the Review Date and within fourteen (14) days of determination the Licensor must refund any overpayment or the Licensee must pay any shortfall.

## 5. SERVICES

The Licensee must pay charges for all Services supplied to the Licensee by any Authority and/or any other service provider whatsoever.

## 6. OUTGOINGS

- 6.1 The Licensee must pay or reimburse to the Licensor, or as the Licensor directs, the Licensee's Share of all Outgoings levied, charged or assessed in respect of the Premises.
- 6.2 The Outgoings will be adjusted between the Licensee and the Licensor as at the date of commencement, expiry or termination (as the case may be) and the Licensor's proportion will be so much of any Outgoing that is referable to any period of time not included in the Term of this licence.

## 7. POWER AND OTHER UTILITIES

- 7.1 The Licensee must pay as and when they are due for payment, all costs for the use of telephone, light and other facilities and the consumption of electricity, gas, water and any and all other services and utilities supplied to or used from the Premises.
- 7.2 Without limiting the generality of this clause 7, the Licensee will comply in all respects with the Electricity (General) Regulations 2012 (SA) and any other applicable electricity laws.

## 8. PERMITTED USE

- 8.1 The Licensee must only use the Premises for the Permitted Use and during the Times of Use.
- 8.2 The Licensee must:
- 8.2.1 not carry on any offensive or dangerous activities on or from the Premises;
- 8.2.2 not create a nuisance or disturbance for the Licensor or for the owners or occupiers of any adjoining property; and
- 8.2.3 ensure at all times that activities conducted on or from the Premises do not discredit the Licensor.

## 9. LICENSOR'S RIGHTS AND OBLIGATIONS

- 9.1 Subject to the Licensor's rights and to the Licensee complying with the Licensee's obligations under this licence, the Licensee may occupy the Premises during the Times of Use during the Term without interference from the Licensor.

- 9.2 The Licensor may enter the Premises at any time and without notice for any purpose including inspection or to carry out maintenance, repairs or building work which are the responsibility of the Licensor. The Licensee acknowledges that the Licensor will attend to any maintenance of the Premises and the Land (that is the Licensor's responsibility) in accordance with its standard maintenance schedule (which may be amended and replaced from time to time).

## 10. LICENSEE'S OBLIGATIONS

The Licensee must at its cost:

- 10.1 keep and maintain the Premises, the Licensee's belongings and any service utility infrastructure situated within the Premises and which exclusively service the Premises in good and substantial repair and condition and where appropriate in good working order, which includes an obligation to ensure that all electrical wiring and appliances are at all times in a safe condition and undertake all maintenance, repairs and replacements of the Licensee.
- 10.2 obey any law that requires the Licensee to do, or to refrain from doing anything concerning the Premises, the Licensee's use of the Premises, or this licence;
- 10.3 obtain and keep current all consents, authorities, permits and licences necessary for the lawful conduct of the activities conducted by the Licensee in the Premises;
- 10.4 ensure that the Premises are used carefully and responsibly and in accordance with any directions that may be given by the Licensor from time to time.
- 10.5 immediately repair or make good any damage to the Land and/or the Premises which caused or contributed by the Licensee and/or the Licensee's Agents.
- 10.6 only use the Premises for the Permitted Use specified in the Schedule;
- 10.7 keep the Premises clean and tidy;
- 10.8 comply with all laws, requirements and reasonable directions of the Licensor in relation to occupational health and safety, public health, fire safety and safety generally
- 10.9 comply with all laws relating to:
- 10.9.1 the Licensee's use and occupation of the Premises;
- 10.9.2 the Permitted Use.
- 10.10 obtain the Licensor's consent before the Licensee alters, installs any equipment or signage, re-designs the Premises or does any other building work in or on the Premises;
- 10.11 comply with the reasonable rules, requirements and directions of the Licensor regarding the use of the Premises and the Land;
- 10.12 following each Time of Use the Licensee must remove all rubbish and other items brought onto the Premises, and promptly make good any damage caused by the Licensee;
- 10.13 upon the expiration or earlier cancellation of this licence:

10.13.1 return all keys and access cards for the Premises; and

10.13.2 make good any damage it caused to the Premises during the Term.

## **11. RISK AND INSURANCES**

11.1 The Licensee must effect and keep current during the Term the insurance policies specified in Item 13.

11.2 The Licensee must:

11.2.1 in respect of the public liability insurance policy, it must note the interest of the Licensor in the Premises, and be with a reputable insurer ;

11.2.2 on the Commencement Date, each anniversary of the Commencement Date and whenever the Licensor asks, give the Licensor a copy of each insurance policy or a certificate of currency for the insurance; and

11.2.3 notify the Licensor immediately if any such policy is cancelled or an event occurs which may allow a claim or affect rights under the policy.

11.3 The Licensee occupies and uses the Premises at the Licensee's own risk.

## **12. RELEASE AND INDEMNITY**

12.1 The Licensee indemnifies the Licensor and the Licensor's Agents against any action or demand due to any damage, loss, injury or death caused or contributed to by:

12.1.1 the Licensee's (including the Licensee's Agents) act, omission, default or negligence;

12.1.2 the Licensee's use or occupation of the Premises and/or the Land;

12.1.3 any breach of this licence by the Licensee;

12.1.4 damage to property or injury or death to any person; or

12.1.5 any fire on or from the Premises, and the overflow or leakage of water or any other harmful substance or thing into or from the Premises.

12.2 The Licensee indemnifies the Licensor against any action or demand due to any damage, loss, injury or death caused or contributed to by the Licensee doing anything which the Licensee must do under this licence, but has not done or has not done properly.

12.3 Each indemnity in this clause is independent from the Licensee's obligations under this licence and does not end when this licence ends.

12.4 The Licensee releases the Licensor and the Licensor's Agents from, and agrees that the Licensor and the Licensor's Agents will not liable for liability or loss arising from, or costs incurred in connection with:

12.4.1 damage, loss, injury or death; and

12.4.2 anything the Licensor is permitted or required to do under this licence,

except to the extent that the Licensor cause this by a negligent act or negligent omission.

### 13. BREACH

- 13.1 The Licensee breaches this licence if:
- 13.1.1 the Licence Fee or any part of it is unpaid, it disobeys or otherwise fails to perform any term of this licence and such noncompliance continues for a period of fourteen (14) days following service of a written notice of such default; or
  - 13.1.2 an order is made or a resolution passed that the corporation be wound up; or
  - 13.1.3 an order is made or a meeting is called for the appointment of a provisional liquidator, a liquidator or an administrator to the Licensee; or
  - 13.1.4 an administrator, a receiver, a manager or an inspector is appointed in respect of the Licensee or any of the assets of the Licensee; or
  - 13.1.5 the Licensee is insolvent within the meaning of the Corporations Act 2001 (Cth); or
  - 13.1.6 execution is levied against the Licensee and is not discharged within one (1) calendar month.
- 13.2 If the Licensee is in default of this licence under clause 13.1 then Licensor may, without prejudice to any other right it has, terminate this licence and re-enter the Premises without further notice to the Licensee.

### ~~14. RENEWAL [clause intentionally omitted]~~

- ~~14.1 If a right of renewal has been granted to the Licensee as described in Item 12 and the Licensee wishes to exercise that right of renewal, then the Licensee must serve a written notice on the Licensor not less than 6 and not more than 12 months before the expiry of the then current term stating it requires a renewal of this Licence.~~
- ~~14.2 The Licensee will not be entitled to a right of renewal if:~~
- ~~14.2.1 the Licensee has been in breach of this Licence at any time before giving notice of the Licensee's exercise of the right of renewal;~~
  - ~~14.2.2 the Licensee is in breach of the Licence at the time of giving that notice; or~~
  - ~~14.2.3 the Licensee is in breach or commits a breach of this Licence after giving notice but before commencement of the Renewal Term.~~

### 15. NATURE OF LICENCE

- 15.1 The rights under this licence rest in contract only and do not create in or confer upon the Licensee any tenancy or any estate or interest in the Premises.
- 15.2 The rights granted shall not confer upon the Licensee or any person claiming through or under the Licensee any rights of exclusive occupation.

## **16. ADDITIONAL CONDITIONS**

The Licensor and the Licensee acknowledge and agree that the additional conditions described in Item 14 will apply to this licence and to the extent that there is any inconsistency between the terms of this licence and these additional conditions, the additional conditions will prevail.

## **17. GST**

17.1 For the purposes of GST levied or imposed on or in respect of any supply by the Licensor to the Licensee made under this licence, the amount payable for that supply will be increased by the amount necessary to ensure that the payment made by the Licensee net of GST is the same as it would have been before the GST was levied or imposed and the Licensee must pay that amount as increased.

17.2 Words or expressions used in this licence, which are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth), have the same meaning in this licence.

## **18. INTEREST ON OVERDUE AMOUNTS**

If the Licensee does not pay an amount when it is due, it must pay interest on that amount on demand from when the amount becomes due until it is paid in full. Interest is calculated on outstanding daily balances at the Default Rate.

## **19. MISCELLANEOUS**

19.1 If the Licensee continues in occupation of the Premises after the Expiry Date with the consent of the Licensor the Licensee will thereupon become or be deemed to be a monthly tenant of the Licensor at a rent determined in accordance with this Item 6, and such tenancy will be subject to such of the conditions and covenants contained in this licence as are applicable to a monthly tenancy.

19.2 The Licensor and the Licensee acknowledge and agree that this Licence contains and represents the entire agreement reached between them with regard to the Land and that no promises, representations or undertakings, other than those contained in this licence, were made or given or relied upon.

19.3 The Licensor makes no warranty or representation regarding the suitability of the Premises (structural or otherwise) for the Permitted Use or any other purpose.

19.4 If any part of this licence is found to be invalid or void or unenforceable, then that part will be severed from this licence and the remainder of this licence will continue to apply.

19.5 Each party will pay its own costs and expenses in relation to the negotiation, preparation and execution of this licence. The Licensee must pay all stamp duty (if any) assessed or chargeable in respect of this licence.

19.6 In addition to any other means of giving notice, any notice will be taken to have been given if it is in writing and signed by or on behalf of the party giving the notice and either delivered or sent by ordinary pre-paid post to the other party at the address set out in this licence or such other address as may be advised in writing. A notice will be taken to have been given at the time of delivery or on the day following the date of posting (whether actually received or not).

- 19.7 This licence is governed by the laws of South Australia. The parties submit to the jurisdiction of the courts of South Australia and agree to issue any proceedings relating to this licence in those courts.
- 19.8 Every provision of this licence is independent of the other. Any provision which is prohibited or unenforceable in any jurisdiction will be ineffective to the extent only of such prohibition or unenforceability, and the other provisions will remain in force.
- 19.9 Any variation of this licence must be in writing and signed by each party.
- 19.10 Unless otherwise stated, the Licensor may in its discretion give (conditionally or unconditionally) or withhold any approval or consent under this licence.

IMPORTANT NOTICE

EXCLUSION OF WARRANTY OF FITNESS FOR PURPOSE

*Retail and Commercial Leases Act 1995: Section 18*

*Retail and Commercial Leases Regulations 1995: Regulation 7*

THE LICENSOR DOES NOT WARRANT THAT THE PREMISES YOU ARE ABOUT TO OCCUPY WILL, FOR THE DURATION OF YOUR LICENCE, BE STRUCTURALLY SUITABLE FOR THE TYPE OF BUSINESS THAT YOU INTEND TO CARRY ON.

EXECUTED as an agreement

Licensor

CITY OF ONKAPARINGA under )  
delegated authority pursuant to section )  
44 of the *Local Government Act 1999* )  
(SA)



Signature of Witness

ANN SMITH

Full Name of Witness



Signature of Authorised Delegate

IAN HAWKINS

Name of Authorised Delegate (print)

Licensee

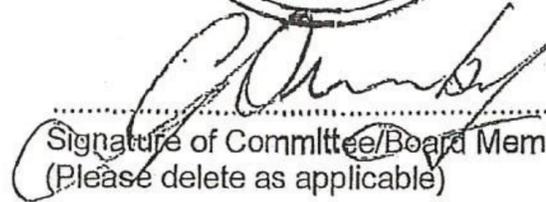
THE COMMON SEAL of )  
WILLUNGA GOLF CLUB )  
INCORPORATED )  
was affixed pursuant to the *Associations* )  
*Incorporation Act 1985* in accordance )  
with its constitution:- )



Chairperson/Vice-Chairperson  
(Please delete as applicable)

BRADLEY STEELE

Full Name



Signature of Committee/Board Member  
(Please delete as applicable)

GRAHAM ORMSBY

Full Name

**Annexure A Plan of Premises**

**IMPORTANT NOTICE**  
**EXCLUSION OF WARRANTY OF FITNESS FOR PURPOSE**  
 Retail and Commercial Lessee Act 1995, Section 18  
 Retail and Commercial Lessee Regulations 1995, Regulation 7  
 THE LICENSOR DOES NOT WARRANT THAT THE PREMISES YOU ARE ABOUT TO OCCUPY  
 WILL, FOR THE DURATION OF YOUR LICENCE, BE STRUCTURALLY SUITABLE FOR THE  
 TYPE OF BUSINESS THAT YOU INTEND TO CARRY ON.

EXECUTED as an agreement

Licensor  
**CITY OF ONKAPARINGA** under  
 delegated authority pursuant to section  
 44 of the Local Government Act 1995  
 (SA)

*[Signature]*  
 Signature of Witness

**ANN SMITH**  
 Full Name of Witness

*[Signature]*  
 Signature of Authorised Delegate

**SAN HAWKINS**  
 Name of Authorised Delegate (print)

Licensor  
**THE COMMON SEAL OF  
 WILLIMAR GOLF CLUB  
 INCORPORATED**  
 was affixed pursuant to the Association  
 Incorporation Act 1985 in accordance  
 with its constitution.



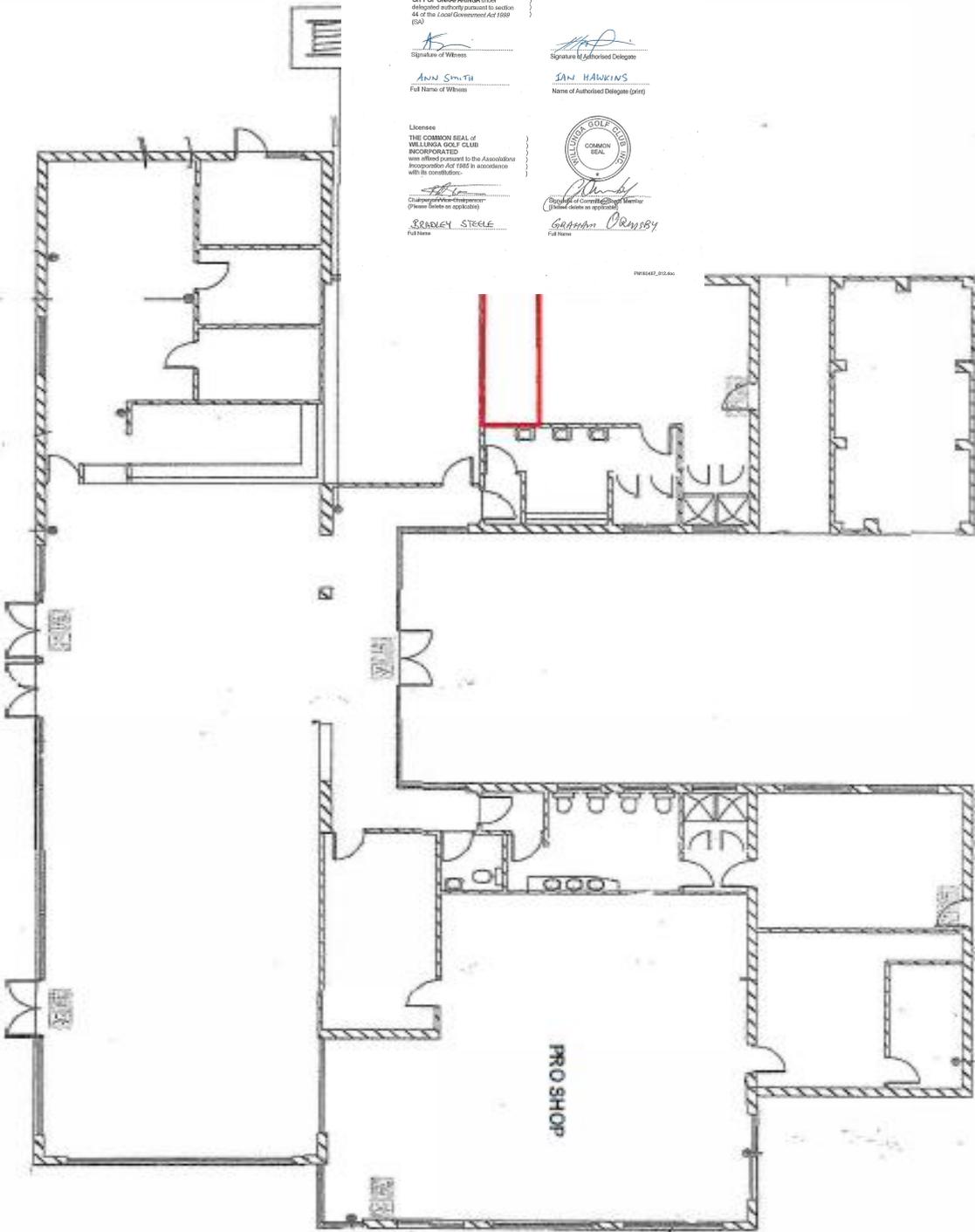
*[Signature]*  
 Signature of Common Seal Member  
 (Please state as applicable)

**BRADLEY STEELE**  
 Full Name

*[Signature]*  
 Signature of Common Seal Member  
 (Please state as applicable)

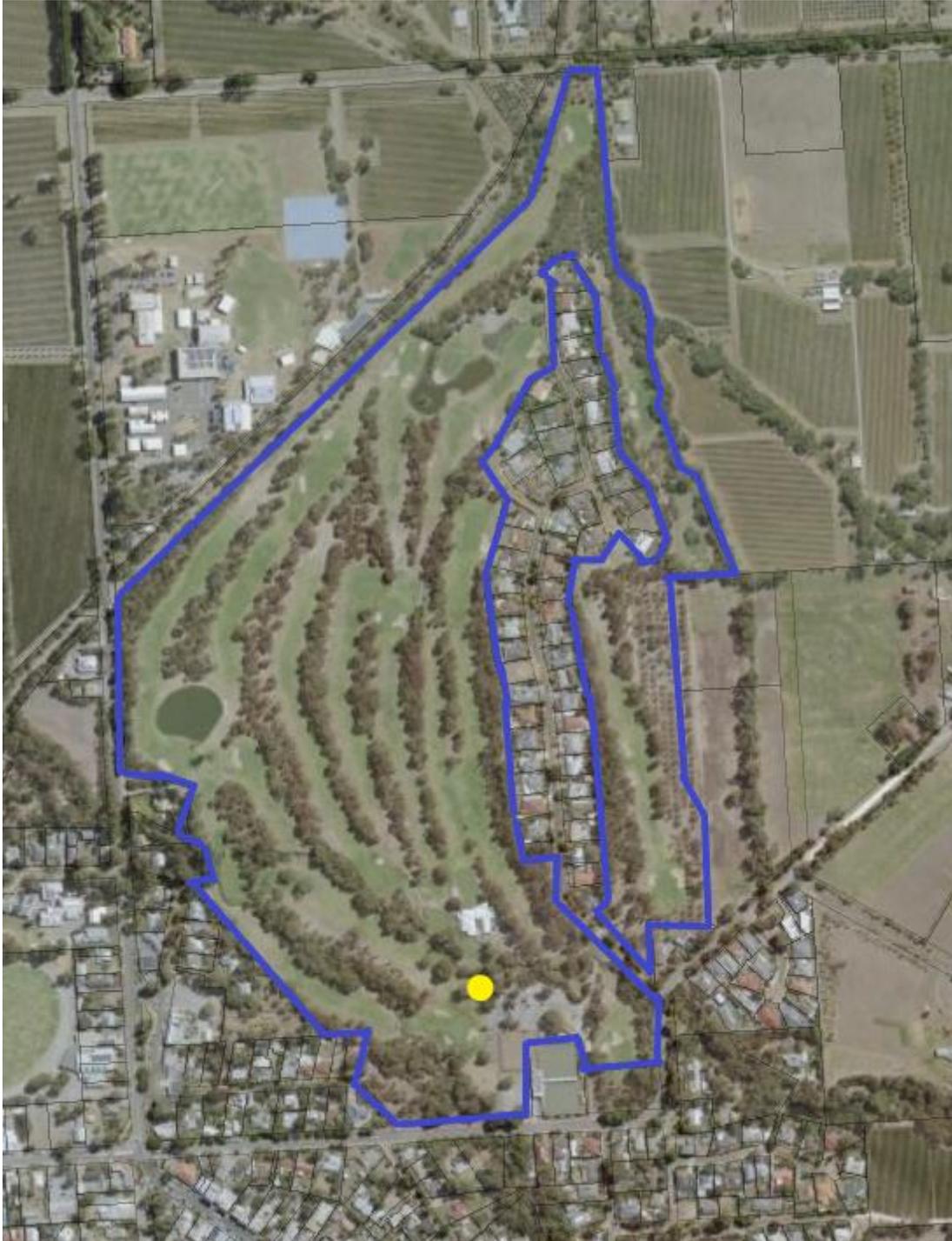
**GARATH ORMSBY**  
 Full Name

PM180487\_012.doc



## Annexure B – Plan of Golf Course

(Additional Condition 2)



KEY: ■ = Golf Course

■ = Waverley Homestead (which is excluded from the area available for use by the Licensee in accordance with Additional Condition 2)