

2023

Stock watering place

Sample lease agreement

Stock watering place (SWP) lease agreement

Section 111 of the *Local Land Services Act 2013* (NSW)

This agreement is made between Local Land Services ABN 57 876 455 969 ('The Lessor') and «Contact» of «Business name», «Station name», «Address», «Town» «State» «Postcode» ('The Lessee').

Local Land Services, as the controlling authority pursuant to section 108 (2)(b) of the *Local Land Services Act 2013*, agrees to grant this lease for the Stock Watering Place (SWP) based on the following:

1. Terms and Conditions
 2. Schedule 1 - Special conditions, Covenants and Restrictions
 3. Schedule 2 - Details
 4. Schedule 3 - Execution
 5. Annexure A - Map
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Stock watering place lease agreement – terms and conditions

1. Definitions and Interpretation

1.1. In this Lease, unless the contrary intention appears:

- (a) **Building and Improvements** means any buildings, structures, yards, drains, bores, bore drains, wells, ground tanks, dams, fences, ramps, roads, water pipes, pumps, engines, windmills and fixed plant and fixed equipment on the Land.
 - (b) **Business Day** means any day other than a Saturday, Sunday, or public holiday in New South Wales.
 - (c) **Commencement Date** means the Commencement Date specified in **Item 4** of Schedule 2.
 - (d) **Event of Default** means an event of default in accordance with clause 12.
 - (e) **Expiry Date** means the date this lease expires as specified in **Item 4** of Schedule 2.
 - (f) **Land** means the land described in **Item 3** of Schedule 2 and includes all Buildings and Improvements which are the property of the Lessor.
 - (g) **Lease** means this Lease including any annexures and schedules to this Lease.
 - (h) **Lessee** means the Lessee specified in **Item 2** of Schedule 2, and successors and permitted assigns and, where the context permits, includes the agents, contractors and employees of the Lessee.
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- (i) **Lessor** means the Lessor specified in **Item 1** of Schedule 2.
- (j) **Outgoings** means rates, taxes, charges, and fees of any governmental, municipal, semi-governmental, statutory or other public authority, corporation or department, assessed, charged or imposed on the Land.
- (k) **Map** means the map showing the location of the SWP attached as Annexure A.
- (l) **Permitted Use** means the use specified in **Item 8** of Schedule 2.
- (m) **Personal Information** has the same meaning as in the *Privacy and Personal Information Protection Act 1998 (NSW)*.
- (n) **Rent** means the annual rent payable under this Lease specified in **Item 6** of Schedule 2.
- (o) **Stock Watering Place** or **SWP** means the stock watering place specified in **Item 5** of Schedule 2.
- (p) **Term** means the period specified in **Item 4** of Schedule 2 commencing on the Commencement Date and ending on the Expiry Date.
- (q) **Native Title Holders** means persons, or group of persons, determined under any statute relating to native title as holding the common or group rights comprising the native title over the Land or waters that form the whole or part of the Land under the Lease.

1.2. Interpretation

- (a) Any covenant or agreement on the part of two (2) or more persons bind those persons jointly and severally.
- (b) Reference to a statute includes all regulations under and amendments to that statute whether by subsequent statute or otherwise and a statute passed in substitution for the statute to or incorporating any of its provisions.
- (c) Headings, underlining's and the index have been inserted for guidance only and do not form any part of the text.
- (d) Where any payment due pursuant to this Lease falls on a day which is not a Business Day, such payment may be made on the following Business Day.
- (e) Where the Lessee requests the approval of the Lessor under the Lease, the request must be in writing and the approval:
 - (a) must be given or withheld in writing;
 - (b) may be given unconditionally or subject to reasonable conditions;
 - (c) may not be unreasonably withheld or delayed.
- (f) The Lessee must not do anything which requires the approval of the Lessor prior to receiving the Lessor's approval.
- (g) Reference to any body (including without limitation, an institute, association, or authority), where or not it is a statutory body:
 - (a) which ceases to exist; or
 - (b) whose powers or functions are transferred to any other body, refers to the body which replaces it or which substantially succeeds to its powers or functions.
- (h) This Lease contains the entire agreement as concluded between the parties and the Lessee acknowledges that the Lessee has relied entirely on its own skill and judgement in entering into this Lease.

2. Exclusion of Statutory Provisions

- 2.1. Sections 84, 84A and 85 of the *Conveyancing Act 1919* do not apply to this Lease.
- 2.2. To the extent permitted by law, and subject to clause 4.3(a), the application to this Lease of any Moratorium or other Act whether State or Federal having the effect of extending the Term, reducing or postponing the payment of rent, or otherwise affecting the operation of the terms of this Lease to the detriment of the Lessor shall not apply to this Lease.
- 2.3. Any provision of this Lease which is in breach of any statute, regulation, by-law or ordinance and in consequence of such breach of for any reason is void, voidable, unenforceable or invalid or shall in any such case be severable from this Lease and this Lease shall be read as though such provision did not form part of it at any time.

3. Rent, Outgoings and GST

3.1. Rent

- (a) The Lessee must pay to the Lessor the Rent specified and at the time and in the manner provided in **Item 6** of Schedule 2.
- (b) The Rent is payable yearly in advance, on the Commencement Date and each anniversary thereafter.

3.2. Rent Review

- (a) The rent shall be reviewed on each anniversary of the Commencement Date (“**Review Date**”).
- (b) The rent payable by the Lessee for the year following each Review Date shall be determined in accordance with the following formula:

$$F = A \times \frac{B}{C}$$

Where:

F means the Rent;

A means the Rent payable immediately prior to the Review Date;

B means the Price Index last published before the Review Date;

C means the Index Number last published 12 months prior to the Review Date;

and

Price Index means the Consumer Price Index All Groups number for Sydney published from time to time by the Australian Bureau of Statistics and, if that index is suspended, means the index published by the Australian Bureau of Statistics that reflects changes in the cost of living in Sydney at the relevant Review Date.

- (c) The rent payable shall in no case be less than the rent payable for the year immediately preceding the Review Date.

3.3. Outgoings

- (a) The Lessee must pay the Lessor the contribution to Outgoings as provided in **Item 7** of the Schedule. The Lessor must notify the Lessee in writing of the Outgoings, and the Lessee must pay the Outgoings on the next day on which the Rent is due.
- (b) The Lessor must notify the Lessee that the Lessee is required to pay a particular outgoing as soon as practicable.

- (c) If the year in respect of which any yearly Outgoing is payable does not coincide with a year of the Lease, the amount the Lessee is to pay in the first year of the Lease will be adjusted proportionately. In the last year of the Lease the Lessee is to pay the full amount for the whole year, but the amount paid will be adjusted at the end of the Lease and the Lessor is to pay to the Lessee the amount necessary to make the adjustment.

3.4. Goods and Services Tax

- (a) In this clause “**GST**” refers to the goods and services tax pursuant to *A New Tax System (Goods and Services Tax) Act 1999 (GST Act)* and the terms used have the meanings as defined in the GST Act.
- (b) The parties agree that the Rent and all other amounts agreed to be paid by the Lessee to the Lessor, being the consideration for the supply expressed in this Lease, are exclusive of GST.
- (c) If the Lessor is liable for any GST under this Lease, the Lessee covenants to pay to the Lessor, the additional amount of GST, together with the payment to which it relates.
- (d) If the Lessor is entitled to an input tax credit in relation to any amount recoverable under **clause 3.4(c)**, the amount payable by the Lessee shall be reduced by the amount of the input tax credit that the Lessor has received or is entitled to receive.
- (e) The Lessor agrees to deliver tax invoices to the Lessee in a form which complies with the GST Act and the regulations.

4. Use of the Land

4.1. Permitted Use

- (a) The Lessee must use the Land only for the Permitted Use, unless otherwise agreed in writing.
- (b) The Lessor does not represent or warrant:
 - i. that the Land is suitable to be used for the Permitted Use;
 - ii. that the Buildings and Improvements are suitable for the Permitted Use; or
 - iii. that the Land may lawfully be used for the Permitted Use.
- (c) Without affecting the generality of **clause 4.1(b)**, it is the Lessee’s responsibility to make its own enquiries about zoning in relation to the Permitted Use. The Lessee warrants that it has made its own enquiries about the zoning of the Land before executing this Lease.

4.2. No noxious use

- (a) The Lessee must not at any time do or knowingly permit to be done by its agents, contractors, or employees on the Land:
 - i. any illegal act, trade, business, occupation or calling; or
 - ii. anything which causes damage or unreasonable disturbance to the occupiers or owners of adjoining or neighbouring properties.

4.3. Reasonable access for Native Title Holders to exercise non-exclusive native title rights on the Land

- (a) The Lessee must allow Native Title Holders to have reasonable access in and over the Land from time to time.

- (b) The Lessee may insist that gates are closed and expect all stock, fences, Buildings and Improvements to be off limits for the purposes of cultural activities by Native Title Holders.

5. Assignment, Sublease, and other Dealings

5.1. Restriction on Dealings

- (a) The Lessee must not during the Term assign, transfer, sub-lease, mortgage, charge or otherwise deal with the Lessee's interest in the Land (or any part of it), or by any act or deed procure any of the foregoing, without obtaining the written approval of the Lessor.
- (b) Subject to section 111 of the *Local Land Services Act 2013* (NSW), the parties may agree to transfer this Lease to another party.
- (c) If the Lessee wishes to transfer this Lease in accordance with clause 5.1(b), the Lessee must:
 - i. obtain written approval from the Lessor; and
 - ii. provide sufficient evidence to the Lessor that the prospective Lessee is of sound financial and agricultural standing.

6. Maintenance and Repairs

6.1. Provisions applying to agricultural land

- (a) The Lessee must:
 - i. make good any damage to the Land caused by the Lessee and its agents or contractors;
 - ii. keep the Land tidy and free of rubbish;
 - iii. promptly dispose of chemical or hazardous substances in accordance with all relevant laws and regulations;
 - iv. prevent the unlawful or unintended spillage or deposit of any chemicals, fuels or oils and similar harmful or potentially harmful substances on the Land and in the waterways.
 - v. control and so far as is practicable eradicate from the Land (including without limitation, rabbits and other pest animals), insects, infestations and diseases;
 - vi. take all reasonable steps to control and so far as is practicable eradicate all identified weeds which might interfere with or lower the agricultural value or utility of the Land;
 - vii. comply with all laws and regulations in relation to pest management including the *Biosecurity Act 2015* (NSW); and
- (b) The Lessee must not, without the prior written consent of the Lessor:
 - i. cut down, fell, injure or destroy any living timber or trees located on the Land;
 - ii. alter the Land or erect any improvements which are not required under the Lease;

6.2. Lessee to maintain and repair buildings and improvements

- (a) The Lessee must keep the Buildings and Improvements in good repair having regard to their condition at the Commencement Date.
- (b) Unless otherwise provided in this Lease, the Lessee is not required to carry out:

- i. any structural works, unless they have been caused by negligence; or misconduct of the Lessee or those for whom the Lessee is responsible;
 - ii. repairs due to fair wear and tear; or
 - iii. repairs due to a natural disaster or other serious event that is beyond the reasonable control of the Lessor or the Lessee.
- (c) Without affecting the generality of clause 6.2(a) the Lessee must:
 - i. immediately make good any damage to the Building and Improvements caused by the negligence or misconduct of the Lessee or those for whom the Lessee is responsible; and
 - ii. maintain all boundary and subdivisional fencing in a stock proof condition.
- (d) The Lessee must give notice in writing to the Lessor as soon as practicable of any accident or defect or want of repair to any of the Building and Improvements which are likely to cause any damage, risk or hazard to the Land or to any person.
- (e) The Lessee is solely responsible to pay labour costs for any work undertaken on the Land.

6.3. Livestock

- (a) The Lessee must, at its own expense:
 - i. not over-graze the Land;
 - ii. only graze or depasture livestock on the Land which do not carry and are not affected by any notifiable diseases;
 - iii. deliver up the Land at the conclusion of the term of the Lease free of stock introduced diseases;
 - iv. give notice of all infectious illnesses to the Lessor and all public authorities as required by statute;
 - v. comply with, all requirements of any public authority under statute regarding fumigation, disinfection, eradication, quarantine of stock and the prevention of infectious diseases.

6.4. The Lessor may inspect the property at all times, provided that it has given at least 24 hours' notice to the Lessee.

6.5. Lessor may repair

- (a) The Lessor may) enter the Land with staff, contractors and materials for the purposes of:
 - i. complying with a request, requirement, notification or order of any authority having jurisdiction or authority over or in respect of the Land for which the Lessee is not liable under this Lease; or
 - ii. remedying any default of the Lessee under this Lease,

provided that it has given the Lessee at least 24 hours' notice (except in the case of emergency when no notice is required).

7. Lessee's General Obligations

7.1. Requirements of public authorities

- (a) The Lessee must comply with:
 - i. all statutes, proclamations, orders and regulations present or future affecting or relating to the Land or the use of the Land; and

- ii. all requirements made or notices or orders given to the Lessee by any authority having jurisdiction or authority in respect of the Land or its use, provided that the Lessee is not required to:
- iii. complete any works which are required other than as a result of the Lessee's particular use of the Land.

8. Lessor's General Obligations

8.1. Quiet enjoyment

- (a) Subject to compliance with the terms of this Lease, the Lessee shall enjoy quiet possession of the Land during the Term without any interruption or disturbance from the Lessor or its agents.

8.2. Lessor's capacity to enter into Lease

- (a) The Lessor warrants that there is no restriction or limitation on its right to enter into this Lease.

8.3. Lessor to comply with orders

- (a) Unless it is the responsibility of the Lessee pursuant to this Lease, the Lessor must comply with all statutes, proclamations, orders and regulations affecting or relating to the Land.

9. Insurance and Risk

9.1. Subject to the provisions of this Lease, the Lessee occupies and uses the Land at its own risk.

9.2. Parties to take out insurance

- (a) The Lessee must maintain, at its own cost, during the Term:
 - i. a broadform public liability policy of insurance to the value of at least \$20,000,000 in respect of each claim and in the aggregate as to the number of occurrences in the policy period;
 - ii. workers' compensation insurance as required by all relevant laws of Australia relating to workers compensation; and
 - iii. any additional insurance policies as directed by the Lessor to the Lessee from time to time during the Term.
- (b) Without limitation to clause (a) each party warrants that it has and will maintain appropriate insurance to cover any liability it may incur in relation to the Land and this Lease.

9.3. Insurance not to be avoided

- (a) The Lessee must not do, permit or suffer any act, matter or thing or omission whereby any of the policies referred to in this clause 9 may be vitiated or rendered void or voidable.

9.4. Certificates of Currency

- (a) At the request of the Lessor, the Lessee must provide a copy of valid and current certificates of currency the insurer has issued for each or any of the policies described above which denotes the policy number, expiry date, level of cover (per claim and aggregate), policy excess, summary of cover (including exclusions and endorsements)

9.5. Work Health and Safety

- (a) The Lessee undertakes to provide a safe and secure workplace free of any unreasonable risk to the health, safety and welfare of the Lessee's employees and other persons engaged by it in operations on the Land and the Lessee agrees to observe and carry out its obligations under the *Work Health Safety Act 2011* and any other relevant legislation and regulations.

10. Indemnities and Release

10.1. Indemnities and release

- (a) The Lessee releases to the full extent permitted by law the Lessor from all actions, claims and demands of every kind resulting from any damage, loss, death or injury occurring in or on the Land, except to the extent that the same is caused by the negligence or wilful act, default or omission on the part of the Lessor (or its agents, contractors and employees).
- (b) Except to the extent caused by the negligence or wilful act, default or omission of the Lessor (or its agents, contractors or employees), the Lessee indemnifies and keeps indemnified the Lessor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Lessor is or may be or become liable in respect of or arising from:
 - i. any damage to property, loss of life, or injury to persons suffered or sustained by the Lessee, its agents, employees or invitees, on the Land;
 - ii. the negligent or careless use or misuse of the Land by the Lessee, its agents, employees or invitees, or any of the utilities or other services to the Land or arising out of any fault, fixture or fitting of the Lessee;
 - iii. use by the Lessee or any employee, contractor, subcontractor, agent or servant ("other persons associated with the Lessee") of chemical and/or the application of such chemical; and
 - iv. the escape of water in or from the Land having origin within the Land caused or contributed by any act or omission of the Lessee or other persons associated with the Lessee.
- (c) Without prejudice to the generality of this clause 10, to the extent that monies paid to the Lessor out of insurances effected by the Lessee do not fully indemnify the Lessor against loss or damage, and except where the same is caused by the negligence of the Lessor or its contractors, employees, agents, servants or invitees, the Lessee must indemnify the Lessor and its contractors, employees, agents, servants or invitees from and against all actions, claims, demands losses, damages, costs and expenses incurred by the Lessor or for which the Lessor may become liable in respect of any damage to the Land or the death of or injury to any person which may be suffered or sustained, or on or near the Land, whether in the occupation of the Lessor or of the Lessee.

11. Stock Watering Place

11.1. Lessor's warranties

- (a) The Lessor warrants that:
 - i. the Land is a stock watering place pursuant to Part 7 of the *Local Land Services Act 2013*;

- ii. it has the power as the controlling authority to enter into the Lease pursuant to Part 7 of the *Local Land Services Act 2013*;
- iii. it has obtained the consent of the Minister as required by Part 7 of the *Local Land Services Act 2013* and will maintain approval throughout the full term of the Lease.

11.2. Lessee's Obligations in relation to the Stock Watering Place

- (a) The Lessee may only use a conserving tank (if located on the Land) if it is the only means of allowing stock to obtain water.
- (b) The Lessee must take reasonable measures to prevent any person from bathing in any stock watering place located on the Land.
- (c) The Lessee of a Stock Watering Place must supply water (if available) to any person or stock of a class prescribed by Part 6 of the *Local Land Services Regulation 2014*.
- (d) The Lessee of a Stock Watering Place must allow stock to depasture at the Stock Watering Place in the circumstances and in accordance with any conditions, prescribed by the *Local Land Services Regulation 2014*.
- (e) The Lessee must comply with special conditions, covenants and restrictions listed in Schedule 1.

12. Default and Termination

12.1. Events of Default

- (a) The Lessor and the Lessee agree that the following events are Events of Default;
 - i. if the Rent remains unpaid for fourteen (14) days;
 - ii. if any moneys payable under this Lease remain unpaid for fourteen (14) days after the due date;
 - iii. if the Lessee commits or permits to incur any breach or default of any of the covenants, obligations and provisions of this Lease;
 - iv. if the Lessee fails to repair, replace or properly rectify an Event of Default within 21 days of receiving notice from the Lessor to rectify the default or breach;
 - v. if the Lessee becomes bankrupt;
 - vi. if a resolution is passed for the winding up of the Lessee (except for the purpose of reconstruction or amalgamation with the consent of the Lessor); or
 - vii. If the Lessee stops payment or is unable to pay its debts within the meaning of the Corporations Law.

12.2. Consequences of default

- (a) If the Lessee is, or is deemed to be, in default of this Lease, the Lessor may at any time and without prejudice to any claim the Lessor may have against the Lessee in respect of such default:
 - i. re-enter and take possession of the Land and forcibly or otherwise eject the Lessee and all other persons on the Land without any prior demand or notice, thereby terminating this Lease;
 - ii. terminate this Lease by written notice to the Lessee;

- iii. convert the unexpired Term of this Lease into a month-to-month tenancy by written notice to the Lessee, in which case the provisions of clause 13.5 shall apply from the date of service of such notice.

12.3. Termination by Lessor

- (a) If there is a change to the permissible use of the Land under the *Local Land Services Act 2013* or the *Crown Land Management Act 2016*, or the Lessor becomes aware that such a change will take place, the Lessor will notify the Lessee of the change and may:
 - i. terminate the Lease by giving at least 30 days' written notice; or
 - ii. convert the unexpired Term of this Lease into a month-to-month tenancy by giving written notice to the Lessee, in which case the provisions of clause 14.5 shall apply from the date of service of such notice.
- (b) The Lessor may terminate the Lease at the Lessor's discretion by giving at least 90 days' written notice to the Lessee.
- (c) If the Lessor terminates the Lease in accordance with clause 12.3(b), both parties must continue to fulfil their obligations under the Lease until the end of the notice period.

12.4. Yielding up and vacating

- (a) The Lessee must at the expiration or sooner determination of this Lease peaceably surrender and yield up to the Lessor the Land, clean and free from rubbish and in a state of repair, order and condition consistent with the obligations contained in clause 0.
- (b) However the Lease ends, the Lessor may remove the Lessee's property and store it at the Lessee's expense without being liable to the Lessee for trespass, detinue, conversion or negligence. After storing it for at least one (1) month, the Lessor may sell or dispose of the property by auction, private sale, gift, distribution or otherwise. The Lessor may apply any proceeds towards any arrears of rent or other monies or towards any loss or damage or towards the payment of storage and other expenses.

12.5. Interest on overdue payments

- (a) If the Lessee fails to pay to the Lessor any moneys under this Lease, the Lessee will be liable to pay interest on the outstanding amount at the rate referred to in Item 9 of the Schedule, until such time the outstanding amount has been fully paid.

12.6. Essential Terms

- (a) The parties agreed that the following terms are essential terms of this Lease:
 - i. Clause 0 relating to payment of Rent, Outgoings and GST;
 - ii. Clause 4 relating to the use of the Land;
 - iii. Clause 0 relating to the assignment sub-letting or other dealing with the Land;
 - iv. Clause 6 relating to agricultural land;

and the breach of any one or more of such is a fundamental breach of the provisions of the Lease by the Lessee.

13. Privacy

13.1. The Lessee will:

- (a) ensure that Personal Information that the Lessor provides or that the Lessee collects under or in connection with this Lease is used only for the purposes of this Lease and is protected against loss, unauthorized access, use, modification or disclosure against other misuse;
- (b) unless otherwise required or authorised by law to do so, not disclose any Personal Information without the written consent of:
 - i. the individual to whom the Personal Information relates; or
 - ii. the Lessor,
- (c) comply with the Information Protection Principles applying to NSW public sector agencies under the Privacy and Personal Information Protection Act 1998 (NSW) when doing any act or engaging in any practice in relation to Personal Information as if the Lessee were an agency directly subject to that Act; and
- (d) include equivalent requirements regarding Personal Information (including this clause 13) in any sublease or dealing entered into pursuant to this Lease;

13.2. Where the Lessee is an individual, the Lessee authorizes the Lessor to make Personal Information such as name, address and details of business available to other State, Commonwealth and local government agencies and funding agencies, for reporting, statistical and accounting purposes. The Lessee is not obliged to supply this information however, the Lessor may not be able to fulfil its obligations under other arrangements without revealing that information to such agencies. The Lessee may obtain details of any Personal Information that the Lessor holds by contacting the Lessor's representative.

13.3. *Privacy and Personal Information Protection Act 1998 (PPIPA) and Government Information (Public Access) Act 2009 (GIPA)*

- (a) The Lessor is obliged to provide a collection notice or a privacy statement when personal information is collected from the Lessee. If the Lessee's information is to be used for another purpose than what it was collected for, the Lessee's consent is required before the Lessor may provide such information to a third party.
- (b) In entering this Lease, the Lessee must provide personal information to the Lessor, at the reasonable request of the Lessor. The Lessor will not disclose information about the Lessee to any person except, where required to fulfil the purpose for which the Lessee provides the information, or where permitted by law. If the Lessee wants to gain access to, or amendment of their personal information, or want more details about privacy they can contact gipa@regional.nsw.gov.au.
- (c) The Lessee's information may be provided to Australian regulators and government entities for the purpose of state records and land rates.

14. General

14.1. Waiver

- (a) If a party fails to exercise any of its rights under this Agreement, or delays exercising those rights, that failure or delay will not operate as a waiver of

those rights or any future rights or in any respect estop a party from relying on the terms of this Agreement to their full force and effect. Any waiver by a party of a breach of this Agreement must be in writing and will not be construed as a waiver of any further breach of the same or any other provision.

14.2. Costs of Lease, etc.

- (a) The Lessee shall be responsible for payment of:
 - i. all stamp duty (if any) payable on this Lease; and
 - ii. registration fees (if any).
- (b) The Lessee shall pay all the Lessor's proper and reasonable costs (including legal costs, if any) in respect of:
 - i. any application for approval or consent of the Lessor as required under this Lease;
 - ii. any and every breach or default by the Lessee under this Lease; and
 - iii. the valid exercise of any right, power or remedy of the Lessor under this Lease.

14.3. Notices

- (a) Unless stated otherwise in this Lease, all Notices to be given under this Lease must be in writing, and hand-delivered, posted, or emailed to the other party's registered office or principal place of business.
- (b) The receiving party will be deemed to have received the Notice as follows:
 - i. if hand delivered, on the day on which it is delivered or left at the relevant address;
 - ii. if posted, 3 days after posting;
 - iii. if sent by email before 5.00pm on a Business Day, the first of the following occurring:
 - i. When the sender receives an automated message confirming delivery; or
 - ii. Four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.
 - iv. if sent by email after 5pm on a Business Day or on a day that is not a Business Day, then it will be deemed to be received on the next Business Day.
- (c) Any such mode of service will be in all respects valid notwithstanding that the party on whom service is affected may be in liquidation, bankruptcy or wound up and notwithstanding any other matter or event whatsoever.
- (d) In proving the giving of any demand, approval, consent or notice it is sufficient to prove the envelope containing the same was properly addressed stamped and registered and posted.

14.4. Non-merger

- (a) The provisions of this Lease and anything done under this Lease do not operate as a merger of any of the rights and remedies of the parties under this Lease, all of which continue in full force and effect.

14.5. Holding over

- (a) If the Lessee holds over after the expiration of the Term with the consent of the Lessor, the Lessee becomes a monthly tenant only at a monthly rental equivalent to one-twelfth of the total Rent payable by the Lessee at the expiration of the Term, and otherwise on the same terms and conditions as those contained in this Lease so far as is applicable. Such tenancy is determinable on either party giving one (1) months' notice in writing to the other expiring on any day.

14.6. *Agricultural Tenancies Act (NSW) 1990*

- (a) The parties have entered this Lease on the basis that the benefits conferred by each of them on one another are calculated to provide fair and reasonable compensation for any increased or diminished value of the Land which comprise the "farm" within the meaning of the *Agricultural Tenancies Act 1990*.

SAMPLE

Schedule 1 – Special conditions, covenants and restrictions

1. The parties further acknowledge and agree that:
 - 1.1. if the Lessee wishes to graze the Land with fibre-shedding sheep, the Lessee will comply with the provisions of the *Local Land Services Act 2013* relating to the standard of boundary fencing and will, at the Lessee's own cost, provide fencing of a standard to ensure containment of such sheep within the area of the Land;
 - 1.2. the Lessee will not at any time during the Term carry more stock on the Land than the rated carrying capacity of the adjoining land, as notified by the Lessor to the Lessee from time to time. One head of large stock shall be deemed the equivalent of ten (10) head of small stock;
 - 1.3. the Lessee must maintain the holding yard (if any) in good working order at the Stock Watering Place;
 - 1.4. the Lessor is not liable for any costs relating to desilting of any dams, or any repairs or replacement of any boreholes at the Stock Watering Place;
 - 1.5. the Lessee will maintain windmills and pumps (including oil and moving parts) at its own cost;
 - 1.6. the Lessee will inspect mills at least once in every twelve (12) months; and
 - 1.7. the Lessee must conduct annual monitoring in accordance with the *Local Land Services – TSR Monitoring and Audit Strategy 2020*,

Schedule 2 – Details

Item No.	Description	Details
Item 1	Lessor	Local Land Services ABN: 57 876 455 969 PO Box 363, Buronga NSW 2739 p. (03) 5021 9460 e. admin.western@lls.nsw.gov.au
Item 2	Lessee	«Contact» «Business_name» «Address» «Town» «State» «Postcode» m. «Mobile» p. «Phone» e. «Email»
Item 3	Land	«Lot» «DP» «Reserve number» «Parish» «County»
Item 4	Term	Duration: «Duration years» years Commencement Date: «Date commencing» Expiry Date: «Date_expiring»
Item 5	Stock Watering Place	SWP«SWP_»-«SWP_Name» (as per attached Map)
Item 6	Rent	«Rent__excl_GST» per annum, payable yearly in advance to the Lessor's nominated bank account or as the Lessor directs. («Special_comments»)
Item 7	Outgoings	100%
Item 8	Permitted use	Grazing
Item 9	Interest rate	15% p.a. (or such a rate that the Lessor is permitted to charge for unpaid rates).

Schedule 3 – Execution of SWP lease agreement

Lessor

Signed for and on behalf of Local Land Services, a body corporate established by the *Local Land Services Act 2013* (ABN 57 876 455 969):

« Signature of Authorised Signatory »

« Signature of Witness »

« Name of Authorised Signatory »

« Name of Witness »

« Position of Authorised Signatory »

« Address of Witness »

« Date »

Alternative signature blocks

Lessee (Company)

Signed for on and on behalf of insert name of Company Ltd in accordance with section 127 of the *Corporations Act 2001* by:

« Signature of Director (1) »

« Signature of Director (2) / Company Secretary »

« Name of Director (1) »

« Name of Director (2) / Company Secretary »

« Address of Director »

« Address of Director (2) / Company Secretary »

« Date »

« Date »

Lessee (Authorised Signatory)

By entering into this Agreement, the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of « **Name of Organisation** »

« Signature of Authorised Signatory »

« Signature of Witness »

« Name of Authorised Signatory »

« Name of Witness »

« Position of Authorised Signatory »

« Address of Witness »

« Date »

Lessee (Individual)

« Signature of Lessee »

« Signature of Witness »

« Name of Lessee »

« Name of Witness »

« Address of Director »

« Address of Witness »

« Date »

Lessee (Partnership)

By entering into this Agreement, the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of « **Name of Organisation** »

Signed for and on behalf of « **Name of Partnership** » by its authorised signatory:

« Signature of Authorised Signatory »

« Signature of Witness »

« Name of Authorised Signatory »

« Name of Witness »

« Date »

« Date »

Annexure – Map

« Insert Map »

SAMPLE

© State of New South Wales through Local Land Services 2023. The information contained in this publication is based on knowledge and understanding at the time of writing May 2023. However, because of advances in knowledge, users are reminded of the need to ensure that the information upon which they rely is up to date and to check the currency of the information with the appropriate officer of the Regional NSW or the user's independent adviser.