

29 October 2021

Contact: Snr Leasing Officer

Redlands Aero Modellers Inc.
C/- The President
PO Box 3343
Victoria Point QLD 4165

Dear President,

**LICENCE TO OCCUPY COUNCIL LAND
Lot 1 CP857140 and Lot 2 SP198443 – Henry Ziegenfusz Park
143-191 Fitzroy Street, Cleveland QLD 4163**

Please see enclosed a copy of the fully executed Licence to Occupy for your records.

If you have any questions or concerns regarding the Licence to Occupy, please contact City Sport and Venues on 07 3829 8999 or email propertyleasing@redland.qld.gov.au.

Yours sincerely



Anita McKay
Acting Senior Leasing Officer
City Sport and Venues

LICENCE TO OCCUPY


Dated this ~~29th~~ day of ~~SEPTEMBER~~ 2021
18th October

Details:

Parties	Licensor and Licensee	
Recitals	A	The Licensor is the owner of the Licensed Area contained within the Land.
	B	The Licensor has agreed to grant the Licensee a licence to occupy the Licensed Area subject to this agreement.
	C	This Licence supersedes any previous occupancy agreements.
Licensor	Name	Redland City Council
	ABN	86 058 929 428
	Address	Cnr Bloomfield and Middle Streets, Cleveland in the State of Queensland
	Fax	(07) 3829 8765
Licensee	Name	Redlands Aero Modellers Inc.
	ABN	11 824 288 172
	Address	PO Box 3343, Victoria Point QLD 4165
	Fax	N/A
Land	143-191 Fitzroy Street, Cleveland QLD 4163, more particularly described as Lot 1 on CP857140 as contained in Title Reference 49022895 and Lot 2 on SP198443 as contained in Title Reference 50669159.	
Licensed Area	Part of the Land known as Henry Ziegenfusz Park shown in the sketch attached to this Licence in Schedule A.	
Term	3 Years ("Term") [Subject to clause 2.1]	

Commencement Date 01 July 2021

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Expiry Date	The earlier of: (a) 3 years from the Commencement Date; or (b) termination of this agreement in accordance with its terms.
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Permitted Use	For the purpose of flying model aircraft and ancillary activities.
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Public Liability Insurance amount	\$20,000,000.00
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Licence Fee	\$1.00 (excluding GST) per annum [Refer clause 3 for additional charges that may apply]
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Governing law	Queensland
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Date of agreement	See Heading of agreement
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General terms

1. Interpretation

1.1 Definitions

These meanings apply unless the contrary intention appears:

Act means the Associations Incorporations Act 1981 (*Qld*)

Amount of the Consideration means:

- (a) the amount of any payment in connection with a supply; and
- (b) in relation to non-monetary consideration in connection with a supply, the GST exclusive market value of that consideration as reasonably determined by the supplier.

Assets means all known assets including plant, equipment, fixtures, fittings and other property (other than the Licensee's Property) contained within the Licensed Area whether registered on the Licensor's asset database within the Licence Area or not, including but not limited to those items outlined in Schedule B.

Asset Maintenance Matrix means the matrix contained in Schedule B.

Business Day means a day on which banks are open for general banking business in Brisbane (not being a Saturday, Sunday or public holiday).

City means the City of Redlands.

Claim means any claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action, claim for Compensation and claim for abatement of any monetary obligation.

Closed Landfill Sites mean areas that have been subject to land filling activities containing unknown and potentially hazardous materials.

Costs includes costs, charges and expenses, loss and liability including those incurred in connection with advisors.

Council's Fees and Charges Schedule means a schedule issued by the Licensor from time to time of the fees and charges payable by community clubs and associations holding a lease or licence to use land owned or controlled by the Licensor.

Council Policy 3029 means the Redland City Council's policy regarding Supply and Management of Sports Field Lighting and Associated Electrical Equipment.


Details means the section of this agreement headed "Details".

Financial Documents has the meaning outlined in the dictionary of the Act.

Fit Out Guide means the guide the Licensor prepares from time to time in respect to the conduct of any works that may be carried out on the Licensed Area.

Fixed Improvements mean a structure, of a permanent or semi-permanent character, firmly affixed to the Licensed Area (or to a structure upon the Licensed Area) to enable the Licensed Area to be used or better used for a particular purpose.

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GST has the meaning it has in the GST Act.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cwlth).

GST exclusive market value has the meaning it has in the GST Act.

Harm means all or any of:

- (i) property loss, including loss through misplacement and theft;
- (ii) property damage;
- (ii) death;
- (iv) personal injury, including shock; and
- (v) illness

Input Tax Credit has the meaning it has in the GST Act.

A person is **Insolvent** if:

- (a) it is (or states that it is) unable to pay its debts; or
- (b) in the case of the Licensee, upon an application being made under the Act, an order has been made by the Supreme Court of Queensland that the Licensee be wound-up.

Land Act means the Land Act 1994 (Qld).

Licensee includes its successors and includes employees or agents authorized to act on its behalf.

Licensee's Property means all property in the Licensed Area which is not Licensor's Property or Services.

Local Laws mean local laws made by Redland City Council under section 28 of the *Local Government Act 2009*.

Maintain Includes repair and replace.

Member means a member of the Licensee and any person who uses the Licenced Area whether it is in association with the Licensee's Permitted Use or any other casual use not associated with the Permitted Use and for the purpose of **clause 2.4** (Permitted Use), **clause 4** (Maintenance and Licensee's Works), **clause 6** (Insurances, Indemnities & Releases), **clause 7** (Licensee's additional obligations), **clause 8** (Licensor's additional rights) and **clause 9** (Expiry or termination) includes the Licensee's visitors, employees, contractors, agents or any other person entering the Licensed Area or the Land through or under the Licensee.

Minister means the Minister administering the Land Act.

Outgoings mean all expenses and outgoings paid, incurred or assessed by the Licensor in respect of the Licensed Area under the following heads of expenditure:

- (i) General Rates;
- (ii) Water Access;
- (iii) Water Consumption;

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- (iv) Wastewater Fixed Access Charge;
- (v) Waste Charges (Bin Collection);
- (vi) Trade Waste;
- (vii) Environment Levy;
- (viii) Landfill Remediation Levy;
- (ix) Redland City SES Administration Charge; and
- (x) Emergency Management Levy.

Parks and Reserves Permit means a permit granted pursuant to *Redland City Council Local Law No.4 (Local Government Controlled Areas, Facilities and Roads)*.

Planning Scheme means the Redlands Planning Scheme as amended from time to time.

Principal Contractor means the position of "principal contractor" referred to in the WHS Legislation.

Rules mean rules the Licensor may make from time to time applying to occupants of the Land or the Licensed Area, as amended from time to time in accordance with this Licence and at the date of this agreement as set out in Schedule C.

Services means the services (such as water, sewerage, drainage, gas, electricity, communications, fire-fighting, air conditioning, security, cleaning and ground maintenance) to or of the Licensed Area or the Land, provided by authorities, the Licensor or any person authorised by the Licensor, and includes all plant and equipment in connection with those services.

Tax Invoice has the meaning it has in the GST Act.

Term means the period so described in the Details starting on the Commencement Date and ending on the Expiry Date.

Utilities mean telecommunications, data, electricity, gas and other services the Licensee applies to have connected to the Licensed Area during the Term.

WHS Legislation means the Work Health and Safety Act 2011 (Qld).

1.2 References to certain general terms

Unless the contrary intention appears, in this agreement:

- (a) a reference to a document (including this agreement) includes any variation or replacement of it;
- (b) a reference to a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this agreement;
- (c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) the word "law" includes common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);

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- (e) the singular includes the plural and vice versa;
- (f) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any authority;
- (g) a reference to a particular person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (h) a reference to a body or authority includes a reference, if that body or authority ceases to exist, to the body or authority which has substantially the same functions and objects as the first body or authority;
- (i) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (j) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (k) a reference to a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (l) a reference to Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia;
- (m) if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (n) a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (o) a reference to accounting standards is a reference to the accounting standards as defined in the Corporations Act, and a reference to an accounting term is a reference to that term as it is used in those accounting standards, or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia;
- (p) the words "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (q) if an act under this agreement to be done by a party on or by a given day is done after 5.30pm on that day, it is taken to be done on the next day;
- (r) a reference to time is a reference to time in Brisbane;
- (s) a reference to anything (including any amount) is a reference to the whole and each part of it; and
- (t) a reference to "this agreement" is a reference to this agreement and to any renewal or extension of it or holding over under it.

1.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this agreement.

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2 Licence & Permitted Use

2.1 Grant and Term

- (a) The Licensor grants the Licensee a licence to use the Licensed Area for the Permitted Use.
- (b) Subject to the following paragraph, the licence starts on the Commencement Date and ends, subject to this agreement, on the Expiry Date.
- (c) Despite any other provision, the Licence granted by this agreement may be terminated by either party at any time, by giving three (3) months prior written notice to the other party.

2.2 Holding over

If the Licensee continues to use the Licensed Area after the last day of the Term with the Licensor's approval, then the Licensee does so under a licence from month to month:

- (a) which either party may terminate on one month's notice ending on any day; and
- (b) at a licence fee determined by the Licensor; and
- (c) otherwise on the same terms as this agreement except for those changes which:
 - (i) are necessary to make this agreement appropriate to a licence from month to month; or
 - (ii) the Licensor requires as a condition of giving its approval to the holding over.

2.3 Contractual rights

The rights given to the Licensee by this agreement are contractual only and do not give the Licensee any interest in the Land or the right to lodge a caveat. For the avoidance of doubt, despite any rights or privileges granted to the Licensee by this agreement, the Licensor remains the owner (or the trustee, as the case may be) of the Licensed Area.

2.4 Permitted Use

- (a) The Licensee must use and occupy the Licensed Area:
 - (i) only for the purpose specified in the Details;
 - (ii) in conformity with its constitution;
 - (iii) in conformity with all statutory approvals for the use and occupation of the Licence Area; and
 - (iv) in compliance with the relevant requirements of the Planning Scheme, Local Laws and otherwise in accordance with the requirements of all Federal, State and Local government authorities and to the extent applicable, keep records needed to comply with applicable laws and regulations.
- (b) The Licensee shall not cause or allow its Members or any other users of the Licenced Area to cause, a nuisance to occupants of any adjoining properties.
- (c) To the extent applicable to use of the Licensed Area, the Licensee must seek written consent from the Licensor before using the Licensed Area in any manner inconsistent with the specified usage hours granted by the Parks and Reserves Permit.

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- (d) If the Licensed Area is part of the Licensor's public open space network (parkland), the Licensee acknowledges that the Licensed Area may be used by the public at times outside the specified usage hours granted by a Parks and Reserves Permit.

2.5 Rules

- (a) Unless a contrary intention appears in this agreement, the Licensee must comply with the Rules as though they were incorporated within this agreement and a failure to observe the Rules shall amount to a failure to discharge an obligation imposed by this agreement.
- (b) The Licensor may (acting reasonably) amend, add to, cancel or suspend the Rules. The Rules, and any reasonable changes, bind the Licensee within a reasonable time after written notice of the Rules (or changes) is given to the Licensee. However, a change to the Rules will not bind the Licensee to the extent the change is inconsistent with or would derogate from any rights in favour of the Licensee under this agreement.

3 Licence Fee, Outgoings and charges

3.1 Licence Fees

The Licensee agrees to pay the Licence Fee to the Licensor (if demanded).

3.2 Outgoings

To the extent the Licensor determines any are applicable to the Licensee's occupation of the Licensed Area, the Licensee must pay Outgoings on or before their due date for payment.

3.3 Other Charges

The Licensee must also pay such other charges described in Council's Fees and Charges Schedule as may apply from time to time.

3.4 Utilities


The Tenant will pay all assessments for Utilities relating to the Licensed Area by their due dates for payment.

4 Maintenance, Licensee's works & Safety

4.1 Maintenance

- (a) Subject to **clause 4.1(b)**, the Licensee must Maintain the Licenced Area, including the Assets (if any), to keep them in good repair, working order, and condition, without allowance for fair wear and tear including, without limitation:
- (i) rectifying structural deterioration and damage;
 - (ii) rectifying fair wear and tear;
 - (iii) rectifying deterioration and damage attributable to fair wear and tear;
 - (iv) removing graffiti, and reinstating (as necessary) the surfaces affected by the graffiti.

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- (b) Despite the preceding paragraph, the Licensee is relieved from any obligation to Maintain to the extent the matrix in Schedule B indicates the maintenance of a particular item is the responsibility of the Licensor.

4.2 Review of Maintenance obligations

The Licensor and Licensee agree to review the condition of the Licensed Area and the Assets on an annual basis and may agree to vary the respective obligations of the parties as determined by the matrix in Schedule B, however for the avoidance of doubt, no variation is binding unless made in accordance with **clause 14.1** (variation and waiver).

4.3 Licensor's approval

The Licensee may not carry out works on or to the Licensed Area without the Licensor's approval. The licensor may grant or refuse approval in its absolute discretion. If the Licensor gives approval, it may impose conditions, including strict adherence to the Licensor's Fit Out Guide.

4.4 Works

Without limiting the generality of the preceding clause, the approval of the Licensor is required before the Licensee conducts works of the following nature: -

- (a) **Building works:** The Licensee must obtain the Licensor's written approval for any building work, whether or not the work requires Local Government Authority building approvals or approvals of any nature from another authority of competent jurisdiction.
- (b) **Sports field / Court lighting:** The Licensee must obtain the Licensor's written approval for the installation of any lighting work and if the proposed works are approved, they must be carried out in accordance with Council Policy 3029.
- (c) **Disposal of assets:** The Licensee must obtain the Licensor's written approval for the alteration or disposal of any Assets prior to the commencement of associated work.
- (d) **External funding:** The Licensee must obtain the Licensor's written approval before making any application for funding to carry out projects that will impact the Licenced Area, whether that application is being made to the Licensor, government agency or other third party.

And for the avoidance of doubt, the Licensee's indemnities in **clause 6.4** (Licensee's Indemnities) include any Cost the Licensor incurs in demolishing, removing, re-altering, restoring or otherwise taking action necessary to reinstate the Licensed Area to its condition, immediately prior to any unapproved works being carried out by the Licensee.

4.5 Work health and safety

If the Licensee (including if acting as agent for the Licensor) carries out works on the Licensed Area, or commissions to be carried out on the Licensed Area, works to which WHS Legislation applies:

- a) the Licensee acknowledges and agrees that for the purposes of the WHS Legislation, it is authorised by the Licensor to have management and control of the Land or Licensed Area where the works are being carried out;
- b) the Licensee acknowledges and agrees that it will discharge the duties of Principal Contractor unless the Licensee engages another person as Principal Contractor for the works and authorises the person to have management and control of the Land or Licensed Area necessary to discharge the duties of Principal Contractor;

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- c) the Licensee must comply with, and must ensure, that the WHS Legislation is complied with in relation to the works, including the discharge of obligations imposed on a Principal Contractor; and
- d) the Licensee is responsible for the works at all times until they are completed.

4.6 Safety of Licensee and Members

The Licensee is not permitted to use or allow use of the Licensed Area by its Members before conducting a safety inspection to ensure the Licensed Area and the Assets are safe and fit for their intended purpose and must:

- (a) continue to monitor the Licensed Area and Assets and conduct safety inspections throughout the term of the licence as reasonably required to ensure the ongoing safety of the Licensee's Members and other users of the Licensed Area and Assets; and
- (b) arrange testing of Assets by licensed contractors and retain records of test results for inspection by the Licensor on demand and for the avoidance of doubt, electrical contractors performing electrical work on the Assets must hold a current electrical license that is appropriate for the electrical work they are engaged to perform and must only install and use electrical equipment and components in accordance with AS3000 – Australian Wiring Rules.
- (c) Without limiting the generality of the provisions of this **clause 4.6**, the Licensee must procure the following tests during the currency of the licence at the intervals outlined below in this paragraph:

Item	Frequency of Required Test
Residual current Devices	Annually
Fire evacuation plan	Annually
Fire extinguishers and blankets	6 monthly
Emergency lighting	6 monthly

4.7 Risk Management

The Licensee must develop a risk management plan dealing specifically with the Licensed Area and provide a copy of the plan to the Licensor upon demand.

4.8 Landfill

If the Licenced Area is located on a Closed Landfill Site, the Licensee acknowledges that specific conditions may be imposed by the Licensor if an approval is granted under **clause 4.3**.

5 Services

5.1 Services

The Licensee agrees to pay all charges for the Services on or before their due date for payment.

5.2 Supply by Licensor

If the Licensor supplies a Service to the Licensed Area:

- (a) the Licensee agrees to pay the charges relating to the Service within seven days after being billed; and

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- (b) the charge will be the greater of:
 - (i) the amount, calculated by the Licensor, that the supplier of the Service to the Licensor would have charged the Licensee; and
 - (ii) the amount the supplier of the Service charges the Licensor; and
- (c) if the Licensee does not pay the charges on time, the Licensor (in addition to its other rights) may stop the Service until all outstanding amounts have been paid.

5.3 Licensee may not terminate

The Licensee may not terminate this agreement or stop or reduce payments under it because a Service is not available, or is interrupted or fails, or the Licensor's Assets are unusable or breaks down.

6 Insurances, indemnities and releases

6.1 Public liability and other risks

The Licensee agrees to maintain the following policies of insurances:

- (a) Public liability cover for at least the amount set out in the Details (as varied by notice from the Licensor to the Licensee) insuring the Licensor and the Licensee severally; and
- (b) Insurance upon the Licensee's Property (if any) or for which the Licensee is legally liable for an amount not less than ninety per centum (90%) of the full replacement cost; and
- (c) worker's compensation insurance; and
- (d) other insurances which are required by law or which, in the Licensor's reasonable opinion, a prudent licensee would take out.

6.2 The policy

Each policy under **clause 6.1** ("Public liability and other risks") must be:

- (a) on terms and for an amount reasonably satisfactory to the Licensor;
- (b) with an insurer approved by the Licensor acting reasonably; and
- (c) Without limiting paragraph (a) of this clause, in the case of the public liability insurance policy must cover the rights and interests, and the liabilities to third persons, of the Licensor, the Licensee, and each of their employees, agents, and other service providers, concerning occurrences upon the Licensed Area and the Land.

6.3 Evidence

The Licensee agrees to produce evidence satisfactory to the Licensor of current insurance cover (including a certified copy of each policy) whenever the Licensor asks, but in the absence of any such request being made, at least annually within 14 days of the anniversary of the Commencement Date.

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breach of this agreement or otherwise. This exclusion applies whether the Licensor's liability is in contract, tort (including negligence), under any law or statute or otherwise.

7 Licensee's additional obligations

7.1 General obligations

The Licensee agrees to:

- (a) comply with all laws and the requirements of authorities and all Australian standards in connection with the Licensed Area and its use (including obtaining all permits) including laws and requirements in connection with contamination and occupational health and safety; and
- (b) use the Licensed Area only for the Permitted Use; and
- (c) keep the Licensed Area clean, tidy and free of vermin; and
- (d) inform the Licensor of damage to the Assets, the Licensed Area or of a faulty Service immediately the Licensee becomes aware of it; and
- (e) when asked by the Licensor, promptly do everything necessary for the Licensee to do to enable the Licensor to exercise its rights under this agreement or under the Lease.

7.2 Management


- (a) Without limiting the generality of **clause 7.1(a)** (General Obligations), the Licensee agrees the management and control of the Licenced Area shall be its sole responsibility and that responsibility includes, without limitation, ensuring the occupation and use of the Licenced Area conforms with the Planning Scheme, Local Laws and requirements of government including record keeping requirements required to comply with applicable laws and regulations.
- (b) The reference to Local Laws in the preceding paragraph includes, without limitation:
 - (i) Local Law No. 1 (Administration),
 - (ii) Subordinate Local Law No. 1.1 (Alteration or improvement to Local Government Controlled Areas, Facilities and Roads),
 - (iii) Subordinate Local Law No. 1.14 (Undertaking Regulated Activities on Local Government Controlled Areas and Roads),
 - (iv) Local Law No. 4 (Local Government Controlled Areas, Facilities and Roads); and
 - (v) Subordinate Local Law No. 4 (Local Government Controlled Areas, Facilities and Roads).

7.3 Prohibited acts

The Licensee must not (and must ensure its Members do not):

- (a) sub-licence, dispose of or otherwise deal with the licence (or its rights under this agreement), without having obtained written Licensor consent, which may be withheld or conditioned at the Licensor's discretion; or
- (b) remain in the Licensed Area for a period longer than is necessary to exercise its rights or to comply with its obligations under this agreement; or

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- (c) store or use inflammable, volatile or explosive substances or contaminants on the Licensed Area; or
- (d) do anything in or around the Licensed Area which in the Licensor's reasonable opinion may be annoying, dangerous or offensive; or
- (e) do anything to contaminate, pollute or increase toxicity in the Licensed Area; or
- (f) do anything to restrict neighbouring property owners obtaining access to their dwellings.

7.4 Indirect acts

If the Licensee may not do something in connection with this agreement, then it may not do anything which may result in it happening.

7.5 Licensee's Members to comply

The Licensee agrees to ensure that the Licensee's Members do not do anything, or omit to do anything, which if done or omitted to be done by the Licensee would be a breach of the Licensee's obligations under this agreement.

7.6 Reporting obligations

During the currency of the licence granted by this agreement the Licensee must supply the following information, or as applicable documents, to the Licensor:

- (a) A list of the committee members of the Licensee and their respective telephone, email and residential addresses, within thirty (30) days of the Licensee's annual general meeting conducted in accordance with section 55 of the Act;
- (b) Particulars of any changes to the committee members and their contact details that occur at any time;
- (c) Upon request by the Licensor from time to time, the Licensee must supply the Licensor with a true copy of the Financial Documents the Licensee presented to the Licensee's most recent annual general meeting; and
- (d) Upon request by the Licensor from time to time, the Licensee must supply the Licensor with a true copy of the minutes of the Licensee's most recent annual general meeting.

7.7 Planning requirements relevant to the Licensed Area

The Licensee must:

- (a) familiarise itself with any adopted or draft landscape master plans and/or land management plans that the Licensor has prepared or is preparing for the development of the Licenced Area and any surrounding public open space; and
- (b) Observe any planning decisions made by the Licensor in its capacity as Local Government Authority for the City.

7.8 Environmental management

The Licensee acknowledges the Licenced Area may be part of the Licensor's wider network of land managed and maintained for protection of the natural environment and will assist the Licensor to care, protect and maintain the environment and without limiting the generality of this clause the Licensee agrees it is a fundamental condition of this agreement that the Licensee must not (and must ensure that its Members do not):

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- (a) remove any vegetation or add any new vegetation to the Licensed Area without the prior consent of the Licensor;
- (b) act or omit from acting in any manner adverse, or reasonably likely to have an adverse impact upon, the care and protection of:
 - (i) waterways that transverse the Licenced Area; or
 - (ii) fauna habitat in the Licensed Area.
- (d) restrict fauna movement within the Licensed Area.

8 Licensor's additional rights

8.1 Rights

The Licensor may do anything to comply with any law or the requirements of authorities.

8.2 To enter

Subject to reasonable notice being given by the Licensor to the Licensee, (except in the case of an emergency where notice is not required) the Licensor may at all reasonable times enter the Licensed Area at any time for any purpose, including to see if the Licensee is complying with its obligations under this agreement or to do anything the Licensor may do, under this agreement.

8.3 Access to Licensed Area

If the Licensor decides there is an emergency, the Licensor may stop the Licensee from entering the Licensed Area at any time.

8.4 Licensor may rectify

After giving the Licensee reasonable notice, the Licensor may:

- (a) do anything which the Licensee should have done under this agreement but which it has not done or which the Licensor considers it has not done properly; and
- (b) recover the Costs incurred by the Licensor as a debt payable on demand.

The Licensor may exercise its rights under this **clause 8.4** even though this agreement has expired or has been terminated.

8.5 Closure of sports fields

The Licensor may give notice to the Licensee at any time requiring the Licensee and its Members to cease entering upon or using sports fields that are comprised within the Licensed Area where:

- (a) wet weather has resulted in excessive surface water or the likelihood of sinking or damage to the fields or a hazard to users; or
- (b) the Licensor wishes to conduct any rectification or renovation works in relation to the fields.

8.6 Fixed Improvements

Ownership of any Fixed Improvements vest in the Licensor at the expiry of the licence, whether such improvements were constructed before or after the Commencement Date and irrespective of whether they were constructed by the Licensor or Licensee.

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8.7 Land Act 1994

- (a) The following paragraphs of this clause apply if the Licensed Area is contained within land the Licensor holds under trusteeship from the State of Queensland under section 44 of the Land Act.
- (b) The use and management of the Licenced Area is subject to the provisions of the Land Act and any conditions imposed by the Minister which together are paramount and apply despite any provisions contained in this agreement.
- (c) The Licensee acknowledges the Licensor may enter upon, carry out works, maintain, temporarily restrict the Licensee's access to, or completely deny access to the Licensed Area from time to time for any purpose related to management of the land containing the Licensed Area in accordance with the Land Act or any conditions imposed by the Minister.
- (d) The Licensor shall endeavour to provide the Licensee with reasonable notice if it proposes restricting the Licensee's use or occupation of the Licensed Area under the preceding paragraph, however the Licensee shall not be entitled to compensation under any circumstances arising from the Licensor's application of its rights contained in this clause.

9 Expiry or termination

9.1 Licensee to vacate

The Licensee agrees to:

- (a) vacate the Licensed Area on the earlier of:
 - (i) the date on which the licence ends in accordance with **clause 1.1** ("Term"); and
 - (ii) the date this agreement is terminated; and
- (b) leave the Licensed Area in the condition required by the licence or as otherwise directed by the Licensor.

9.2 Removal of Licensee's Property

Subject to **clause 9.3** ("If agreement is terminated") unless otherwise agreed between the Licensor and the Licensee, the Licensee agrees to remove the Licensee's Property from the Licensed Area during the seven days immediately before the day the Licensed Area must be vacated.

9.3 If agreement is terminated

If the Licensor terminates this agreement under **clause 10** ("Default") unless otherwise agreed between the Licensor and the Licensee, the Licensee agrees to remove the Licensee's Property within seven days after termination.

9.4 Licensor may treat Licensee's Property as abandoned

The Licensor may treat the Licensee's Property as abandoned, and deal with it in any way it sees fit at the Licensee's expense, if the Licensee does not remove the Licensee's Property in accordance with this **clause 9**.

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9.5 Licensee's Property at Licensee's risk

The Licensee's Property is at the Licensee's risk at all times.

9.6 Licensee to make good damage

Unless otherwise agreed between the Licensor and the Licensee, the Licensee agrees to make good any damage caused by the Licensee's Property being removed from the Licensed Area within a reasonable period after the damage occurs. The Licensee agrees to consult with the Licensor in relation to any make good and comply with the Licensor's reasonable requests and directions.

9.7 Licensee to give Licensor keys

On the day the Licensee must vacate the Licensed Area, the Licensee agrees to give the Licensor the keys, access cards and similar devices for the Licensed Area (if applicable) held by the Licensee, the Licensee's Members, and any other person they have given them to.

9.8 Liquidated damages

Without affecting any other rights the Licensor may have under this agreement, if the Licensee does not comply with its obligations under this **clause 9**, the Licensee agrees to pay the Licensor liquidated damages payable from the day the Licensee must vacate the Licensed Area to and including the day the Licensee complies with its obligations under this **clause 9**.

10 Default

10.1 Licensor's right to terminate

The Licensor may terminate this agreement if:

- (a) the Licensee:
 - (i) does not comply with an essential term of this agreement; or
 - (ii) does not comply with this agreement and does not remedy the non-compliance within 14 days after the Licensor gives a notice to the Licensee to remedy it; or
 - (iii) becomes Insolvent; or
- (b) the land containing the Licensed Area is contained within land the Licensor holds under trusteeship from the State of Queensland under section 44 of the Land Act; -
 - (i) the Licensor vacates the office of trustee in relation to the land containing the Licensed Area; or
 - (ii) the Minister administering the Land Act removes the Licensor as trustee of the land containing the Licensed Area; or
 - (iii) any provisions of the Land Act or any conditions imposed by the Minister are inconsistent with the use of the Licensed Area by the Licensee or otherwise require, in the Licensor's sole discretion, the Licensor to revoke the licence granted under this agreement.

10.2 Essential terms

Each obligation of the Licensee to use the Licensed Area for the purposes outlined in **clause 2.4**, to pay the fees, Outgoings and charges provided under **clause 3**, to Maintain, obtain the Licensor's approval before doing any work and observing safety requirements provided under

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clause 4, obtaining the insurances and providing the indemnities provided under **clause 6** and complying with the Licensor's additional obligations under **clause 7** are essential terms of this agreement. Other obligations under this agreement may also be essential terms.

10.3 Licensor to mitigate its loss

If this agreement is terminated under this **clause 10**, the Licensor agrees to take reasonable steps to mitigate its loss.

10.4 No Compensation

The Licensee shall not be entitled to compensation from the Licensor if this agreement is terminated under clause 10.1(b).

11 Costs

The Licensor and Licensee agree to pay their own Costs in connection with the negotiation, preparation and execution of this agreement.

12 GST

12.1 Consideration does not include GST

The consideration specified in this agreement does not include any amount for GST.

12.2 Recovery of GST

If a supply under this agreement is subject to GST, the recipient must pay to the supplier an additional amount equal to the Amount of the Consideration multiplied by the applicable GST rate.

12.3 Time of payment

The additional amount is payable at the same time as the consideration for the supply is payable or is to be provided. However, the additional amount need not be paid until the supplier gives the recipient a Tax Invoice.

12.4 Adjustment of additional amount

If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount.

12.5 Reimbursement


If a party is entitled to be reimbursed or indemnified under this agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an Input Tax Credit.

13 Notices and other communications


13.1 Form

Unless expressly stated otherwise in this agreement, all notices, certificates, consents, approvals, waivers and other communications in connection with this agreement must be in writing, signed by the sender (if an individual) or an , or the solicitor, of the sender and marked for the attention of the person identified in the Details or, if the recipient has notified otherwise, then marked for attention in the way last notified.

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13.2 Delivery

Communications must be:

- (a) left at the address set out or referred to in the Details; or
- (b) sent by prepaid ordinary post (airmail, if appropriate) to the address set out or referred to in the Details; or
- (c) sent by fax to the fax number set out or referred to in the Details; or
- (d) given in any other way permitted by law.

However, if the intended recipient has notified a changed address or changed fax number, then communications must be to that address or number.

13.3 When effective

Communications take effect from the time they are received or taken to be received under **clause 13.4** ("When taken to be received") (whichever happens first) unless a later time is specified.

13.4 When taken to be received

Communications are taken to be received:

- (a) if sent by post, three days after posting (or seven days after posting if sent from one country to another); or
- (b) if sent by fax, at the time shown in the transmission report as the time that the whole fax was sent.

13.5 Receipt outside business hours

Despite **clause 13.3** ("When effective") and **clause 13.4** ("When taken to be received"), if communications are received or taken to be received under **clause 13.4** after 5.00pm in the place of receipt or on a non-Business Day, they are to be taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

14 General

14.1 Variation and waiver

- (a) A provision of this agreement, or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.
- (b) No failure or delay on the part of the Licensor to exercise a right under this licence will operate as a waiver of that right or power.


14.2 Indemnities

The indemnities in this agreement are continuing obligations, independent of the Licensee's other obligations under this agreement and continue after this agreement ends. It is not necessary for the Licensor to incur expense or make payment before enforcing a right of indemnity under this agreement.

14.3 Expiry does not affect payment obligations

Expiry or termination of this agreement does not affect the Licensee's obligations to make payments under this agreement for periods before then.

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14.4 Warranties and undertakings

The Licensee warrants that it:

- (a) has relied only on its own enquiries in connection with this agreement and not on any representation or warranty by the Licensor or any person acting or seeming to act on the Licensor's behalf; and
- (b) is aware of all laws affecting the Licensed Area and its use and is satisfied that the Licensed Area is suitable for the Permitted Use.

The Licensee agrees to comply on time with undertakings given by or on behalf of the Licensee in connection with this agreement.

14.5 Counterparts

This agreement may consist of a number of copies, each signed by one or more parties to this agreement. If so, the signed copies are treated as making up the one document.

14.6 Disputes

If any dispute arises out of or in connection with the requirements of this license, the parties shall promptly meet to discuss with a view to resolving the disputes. If the dispute is unable to be resolved to the satisfaction of both parties, either party may give notice to the other party to terminate this license in accordance with **clause 2.1(c)** (Grant and Term), however termination on that basis does not relieve a party from any obligation or liability that arose prior to the date of termination.

14.7 Applicable law

This agreement is governed by the law in force in the place specified in the Details and the parties submit to the non-exclusive jurisdiction of the courts of that place.

14.8 Serving documents

Without preventing any other method of service, any document in a court action may be served on a party by being delivered to or left at that party's address for service of notices under **clause 13** ("Notices and other communications").

15 Special Conditions

15.1 Closed Landfill: The licence area is located on a Closed Landfill Site. The Licensee must obtain Council's written approval for any works. Specific conditions and further approvals may apply.



15.2 Flying of model aircraft is restricted to Henry Ziegenfuez Park.

15.3 Subject to public events, the flying model of aircraft is permitted during daylight hours only within the designated areas;

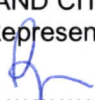
15.4 Anyone is permitted to fly model aircraft with the designated areas, and you do not need to be a member of a club; however all liability for any damage to property, persons or injury that is caused as a result of the activity is with the operator of the model aircraft;

15.5 Council strongly advises you have a Model Aeronautical Association Australia (MAAA) membership or your home liability insurance extended to cover you for this activity with the Parks (and have evidence of this with you when flying);

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- 15.6 A person must not operate a model aircraft over a populous area at a height less than the height which if any of its components fails, it would be able to clear the area;
- 15.7 A person operating a model aircraft must ensure that, while the model aircraft is in flight, or is landing or taking off, stays at least 30 metres away from anyone not directly associated with the operation of model aircraft;
- 15.8 Model aircraft must be operated at least 30 meters away from anyone not directly associated with the operation of model aircraft. Whilst CASA regulations apply; pedestrians, cyclists and joggers are advised to show caution when in the vicinity of the flying area;
- 15.9 Use of the flying area are subject to public events and or activities that have been previously booked through Council parks booking officer.
- 15.20 The Licence Area is shared by other Licensees. Maintenance responsibilities listed in Schedule B are to be shared by user groups.

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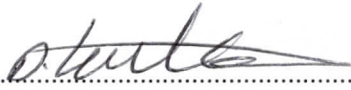

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EXECUTED as an agreement

SIGNED BY REDLAND CITY
COUNCIL by its duly authorised
delegate:


Signature of Witness

DANIELLA KATAVIC
Name of Witness (block letters)


Signature of authorised person

Grp Mgr City Operatns
Office held


BILL MORSEY
Name of authorised person (block letters)

SIGNED BY Redlands Aero
Modellers Inc. by members of its
management committee authorised by
its constitution to sign this agreement:


Signature of authorised person


President
Office held


Phillip Smith
Name of authorised person (block letters)


Signature of authorised person

SECRETARY
Office held

RODNEY CLARKE
Name of authorised person (block letters)

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(Schedule A)
LICENCED AREA PLAN



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(Schedule B)
SCHEDULE OF ASSET MAINTENANCE OBLIGATIONS

Note:

This is a general list of asset maintenance obligations in relation to the Licence Area.

Site specific arrangements may vary the responsibilities listed below.

If asset maintenance obligation is not listed, consult Council.

For new or replacement assets refer to Council for land owner's consent process prior to undertaking works.

Asset Maintenance Obligation for Licence Area	Responsibility		Details
	Council	Licensee	
Playing fields	√	√	Joint responsibility subject to site specific arrangements
Ovals	√	√	
Courts and court surfaces	√	√	
Cricket pitches	√	√	
Table / seat combinations	√	√	
Seats	√	√	
Signs	√	√	
Nets		√	
Sporting posts		√	
Scoreboards		√	
Other sport specific structures		√	
Dugouts		√	
Buildings, sheds and storage facilities		√	
General ground maintenance, including: a) general tidiness b) maintenance of gardens		√	
Water tanks		√	
Fire Hoses		√	
Field boundary fencing		√	
Court fencing		√	
Lighting consumables e.g light bulbs, capacitors, ballasts, igniters and power consumption		√	Refer Sportsfield Lighting Policy and Factsheet
Lighting infrastructure e.g. light poles, switch boards, underground wiring.	√		Refer Sportsfield Lighting Policy and Factsheet
Irrigation	√		
Trees	√		
Pathways	√		
Property boundary fencing	√		
Bollards	√		
Slip rails	√		
Play equipment	√		
Bin enclosures	√		
Taps	√		
Water meter	√		

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(Schedule C) RULES

These rules are designed to supplement and not replace any provisions in the Licence to occupy. These rules are general in nature and some rules may not apply to your occupancy, and to that extent do not apply, for example, rules that relate to your conduct within a building do not apply if the Licensed Area is vacant land. Observing these rules is not a substitute for complying with obligations contained in the Licence to Occupy. In the event of any inconsistency between these rules and the provisions of the Licence to Occupy, the licence agreement shall prevail.

Permitted Use of Premises

The Licensed Area must only be used for the express purpose permitted by the Licence.

The Licensee's use of the Licensed Area is also strictly limited to those activities for which the Licensee was incorporated.

Where a land management plan has been registered in relation to land upon which the Licensed Area is located, the Licensee must not use the Licensed Area for any purpose that is inconsistent with the land management plan.

Fire Safety

(Building Fire Safety Regulations)

If there is a building constructed on the Licensed Area, the Licensee must comply with the *Building Fire Safety Regulation 2008*. The Council directs the Licensee to conduct a self-audit of fire safety and recommends the Licensee uses a checklist, such as the applicable document provided by the Department of Housing and Public Works, to conduct regular audits.

See Fire Safety Checklists at the following URL:

<http://www.hpw.qld.gov.au/construction/BuildingPlumbing/FireSafety/Pages/FireSafetyChecklists.aspx>

Electrical Safety

(Electrical Safety Regulations)

The Licence requires the Licensee to comply with the *Electrical Safety Regulation 2013*. The Council directs the Licensee manage its electrical risks by adopting an appropriate code of practice

An electrical safety code of practice produced by the Department of Justice and Attorney General can be found at the following URL:

https://www.worksafe.qld.gov.au/_data/assets/pdf_file/0007/59677/es-code-of-practice-risk-management.pdf

Risk Management Plan

The Licensee must prepare a risk management plan specific to the Licensed Area. General information that may be useful to the Licensee in preparing a plan may be sourced at the following URL:

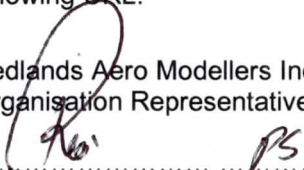
<https://www.business.gov.au/risk-management/risk-assessment-and-planning/risk-management-plans>

Tobacco Laws

In using the Licensed Area and managing its club activities, the Licensee must observe all laws in Queensland relating to tobacco including all applicable smoking bans for indoor and outdoor public places, as well as restrictions on the advertising, display and promotion of tobacco products.

General information that may be useful to the Licensee in preparing a plan may be sourced at the following URL:

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<https://www.qld.gov.au/health/staying-healthy/atods/smoking/laws>

Insurance Policies

Type of insurance policies:

Unless, the Licence provides otherwise, the Licensee must maintain insurance policies covering:

- **Public Risk Policy.** To cover any legal liability arising out of personal injury or property damage caused by the insured. The minimum amount of cover required is an amount of \$20 million.
- **All plate glass replacement.**
- **Property damage insurance.** To cover physical loss, destruction or damage to tangible property belonging to the Licensee situated in the Licensed Area and all other insurable items located upon the Licensed Area.
- **Workers Compensation insurance** if any persons are employed to perform work at the Licensed Area.
- **Whatever other insurance the Council reasonably requires**

The benefit of the Licensee's insurance policies must extend to the Council. This must be done by including the Council as a "named insured" on the Licensee's policies.

Evidence

The Licensee **must** provide a copy of each policy document and a certificate of currency at least annually. Unless the Council specifies some other date for provision of the required evidence, it must be supplied by the Licensee each year within 14 days of the anniversary of the Licence commencement date.

Insurance policy requirements in Licences

- Each insurance policy must be issued by a registered insurer approved by the Council.
- Generally contain provisions acceptable to the Council.
- Must remain current at all times while the Licensee occupies the Licensed Area.
- Must provide indemnity in relation to claims made after the policy has expired if the event precipitating the claim occurs while the policy is current.

Workplace Safety

The Licence requires the Licensee to comply with workplace health and safety laws. The Council directs the Licensee to manage its risks by adopting an appropriate code of practice.

A work health and safety code of practice produced by the Office of Industrial Relations (Workplace Health and Safety Queensland) can be found at the following URL:

https://www.worksafe.qld.gov.au/__data/assets/pdf_file/0003/58170/Manage-WHS-risks-COP-2011.pdf

Financial and other Data


The Licensee must ensure Council has contact details for the committee members of the Licensee.

The Licensee must provide Financial Documents as that term is defined in the *Associations Incorporations Act 1981 (Qld)* when such information is requested by Council.


The Financial Documents prepared by a Licensee must comply with the standards required under the *Associations Incorporations Act 1981 (Qld)*.

Mowing and land maintenance

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This rule applies where the Licensor has agreed to pay the Licensee to perform mowing and land maintenance by way of special condition incorporated in the Licence agreement or otherwise by separate agreement between the Licensor's Parks and Conservation services team and the Licensee.

Maintenance shall include litter removal, mowing, edging and trimming fields and clubhouse surrounds on a **weekly** basis within the Licensed Area.

The Licensee required to demonstrate a safe working environment utilising effective policies and procedures whilst ensuring any maintenance equipment is of a safe working standard. The Licensor's Senior Turf Services Officer may carry out inspections of the equipment used to carry out maintenance services by the Licensee and any equipment considered defective will not be permitted to carry out work on behalf of the Licensor.

Any hazards that are encountered during the course of maintenance must be either rectified by the Licensee or immediately reported the Licensor's Customer Contact Centre, on 3829 8999.

At the **completion of each month**, the Licensee shall send an invoice to the Licensor's Supply Accounts Unit, by email to accountspayable@redland.qld.gov.au or by post to PO Box 21, Cleveland, QLD, 4163 seeking payment. The Licensee must state its order number on each monthly invoice. The Licensor will pay the agreed amount to the Licensee, subject to the work being carried out to the satisfaction of the Licensor's Parks and Conservation Services team.

Caretakers

The Licensee must not permit a caretaker to occupy or use any part of the Licensed Area, unless the Licensee has first obtained the Council's prior written consent.

Council may grant or deny consent in its own absolute discretion.

If Council gives consent to a caretaker, that consent may be given with conditions and may also be revoked at any time.

The Licensee indemnifies the Council for any cost incurred by Council, arising from any act or omission of the caretaker or failure of the caretaker to observe any condition imposed by the Council.

Licence Renewal

The Licensee must notify the Council not more than three (3) months and not less than one (1) month before expiry of the Licence term, if it intends requesting Council to grant a new Licence of the Licensed Area once the current term expires.

For the avoidance of any doubt, Council has no obligation to grant any further term, once the Licence expires.

Cooperation with Council to benefit the community

The Licence is granted by Council at a concessional fee to contribute benefit to the community within the vicinity of the Licensed Area and within the City generally.

The Licensee has acknowledged its intent, in accepting the Licence, is to contribute community benefit through bona fide use of the Licensed Area in accordance with the requirements of the Licence.

The Licensee shall act in good faith to cooperate with Council in identifying innovative opportunities for services to be delivered to the community. These services may be delivered by Council, or by the Licensee or by them jointly utilising their respective assets, infrastructure and influence.

Parks and Reserve Permits

The Licensee must seek permission from Council should they wish to alter the specified usage hours granted by the Parks and Reserves Permit. The Licensee may contact Council's City Sport and Venues team on Ph. 3829 8413.

Social procurement

The Licensee has acknowledged an intent to benefit the community through its use of the Licensed Area. Council believes adoption of social procurement policies has potential to deliver benefits to the community.

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Social procurement involves organisations choosing to achieve a social outcome, when acquiring goods or services.

The Licensee shall undertake to consider impacts on the local community, when it makes its purchasing decisions.

Examples of practices the Council encourages the Licensee to adopt, in its procurement policies include, but are not limited to: -

- (a) employing staff that reside in the City;
- (b) using contractors that operate their businesses, from the City;
- (c) employing people from return to work programs;
- (d) embracing other social objectives that enhance local economic development, sustainability, community engagement, fair trade and benefit community members with disabilities or suffer from systemic disadvantage.

Environmental Sustainability

1. Water

The Licensee shall ensure water saving flow restrictors and aerators are fitted to all taps on the Licensed Area to restrict excess water flow from taps.

The Licensee shall monitor the activities of its committee, staff, members, contractors, agents and invitees to ensure water usage is managed.

The Licensee must promptly arrange for the repair of leaking taps, pipes or other infrastructure in the Licensed Area associated with the passage of water.

2. Energy

The Licensee shall develop a plan to minimise energy consumption from the Licensed Area and measure its performance.

Steps the Licensee shall adopt to minimise energy consumption include, but are not limited to:-

- (a) unless required for security purposes, ensuring interior and exterior lighting is switched off when nobody is occupying the Licensed Area;
- (b) when buying plant and equipment, the Licensee shall favour energy-efficient devices;
- (c) ensuring air conditioning units are set to 21 degrees or higher when in use; and
- (d) ensuring electrical equipment in the Licensed Area are turned off at the power point when not in use, particularly during long absences.

3. Waste management

The Licensee shall reduce the impact its activities have on the environment, by developing a plan to thoughtfully deal with waste produced at the Licensed Area.

Steps the Licensee shall adopt to deal with waste include, but are not limited to:-

- (a) encouraging staff and other occupants using the Licensed Area to recycle and provide recycling bins for organic waste, paper, plastics, and e-waste such as batteries and phones;
- (b) Buying recycled paper products and other eco-friendly stationery;
- (c) Recycling old furnishings, plant and equipment by gifting it to schools or charitable organisations; and
- (d) Establish purchasing guidelines that promote the use of more efficient and sustainable products that use less energy and packaging.

Inspections and compliance audits

At any time during the term of the Licence, the Council may attend the Licensed Area for the purpose of conducting a compliance audit.

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An audit of this nature is carried out to ensure the Licensee is complying with its obligations under the Licence and these Rules.

Respect for other Licensees and occupants, neighbours and members of the community

- (a) The Licensee shall not obstruct or interfere with the rights of other Licensees, occupants or users that use any part of the land upon which the Licensed Area are located or otherwise injure, harass or annoy those other Licensees, occupants or users.
- (b) Unless, directly related to an activity consistent with its permitted use, the Licensee shall not canvass, solicit or peddle goods or services from the Licensed Area.
- (c) The Licensee shall not bring or keep within the Licensed Area any animals (except those utilized for occupants' medical therapy or those trained to service disabled persons).
- (d) The Licensee shall not conduct mechanical or manufacturing operations, or place or use any flammable, combustible, explosive or hazardous fluid, chemical, device, substance or material in or about the Licensed Area without the prior written consent of Council. No open flames of any nature are allowed.
- (e) The Licensee shall not use in the Licensed Area any machines other than those consistent with the Licensee undertaking the permitted use and in any event must not cause an annoyance to adjoining neighbours or other users of the Land.
- (f) The Licensee shall not allow excess noise to be emitted from the Licensed Area or cause other annoyances, such as loud radios, televisions, equipment, vibrations, radiation, light, electromagnetic waves or odours to be emitted from the Licensed Area.
- (g) The Licensee shall move all freight, supplies, furniture, fixtures and other personal property into, within and out of the Licensed Area only at such times and through such entrances as may minimize disruption to other Licensees, occupants and members of the community.

Rules of a general nature

- (a) The Licensee shall not deposit any waste, refuse, cigarettes, or other substances of any kind within or out of the Licensed Area, except in the refuse containers provided for such items.
- (b) Unless it holds permission from the Council and all other competent authorities, the Licensee must not sell liquor, narcotics or tobacco in any form from the Licensed Area.
- (c) Licensee shall not commit any act or permit any object to be brought or kept in the Licensed Area that shall increase the risk of fire in the Licensed Area or on the land containing the Licensed Area.
- (d) The Licensee shall not place within the Licensed Area any safes, major computer equipment, filing systems, or other objects of unusual size or weight, nor shall Licensee place within the Licensed Area any objects that exceed the floor weight specifications of the Licensed Area without the prior written consent of Council.

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- (e) The Licensee shall not use the washrooms, restrooms, and plumbing fixtures of the Licensed Area, and appurtenances thereto, for any other purpose than the purposes for which they were constructed, and the Licensee shall not deposit any sweepings, rubbish, rags, or other improper substances therein. The Licensee shall ensure its agents, contractors, licensees, invitees, guests or visitors do not cause any damage to such washroom, restrooms, plumbing fixtures, or appurtenances.
- (f) If the Licence area incorporates gardens and grounds, they shall be maintained by the Licensee.
- (g) The Licensee shall not mark, paint, drill into, cut, affix signage or any way deface any part of the Licensed Area, including the roof or make any installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, or any other portion of the Licensed Area without the Council's prior consent.
- (h) The Licensee is responsible for the maintenance, repair and replacement of any carpet or other floor coverings in the Licensed Area.
- (i) Subject to applicable fire or other safety regulations, all doors opening onto common areas and all doors upon the perimeter of the Licensed Area shall be kept closed and locked during times the Licensee is not using the Licensed Area.
- (j) The Licensee shall be responsible for its staff, members, contractors, licensees, agents and other entering the Licensed Area, shall control their conduct, acts and omissions and indemnifies Council for damages caused by those persons and injuries they suffer while on the Licensed Area.
- (k) The Licensees do not have rights to the roof or air and space over the Licensed Area and shall not install satellite dishes, antennae or place signage on the roof without written consent of Council.

Council reserves the right, by written notice to the Licensee, to rescind, substitute, alter or waive any of these rules at any time

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