

## TEMPORARY LICENCE AGREEMENT

The INVERELL SPEEDWAY RESERVE TRUST No 97964 (hereinafter referred to as the "Trust") being a corporation constituted under Section 92 of the Crown Lands Act 1989 (hereinafter referred to as "the Act") and being the appointed Trust for the whole of the land within Reserve No 97964 for Public Recreation (Speedway) notified on 25<sup>th</sup> October 1985 and situated 407 Ashford Road, Inverell hereby grants pursuant to Section 108 of the Act a temporary licence to the person(s) specified in Section 1 of Schedule 1 (hereinafter referred to as the "licensee") to exercise the rights specified in Section 2 of Schedule 1 (hereinafter referred to as the "licensed area") subject to the following terms and conditions:

1. That the licensee pays to the Trust the licence and other fees specified in Section 3 of Schedule 1, and at the times and in the manner specified herein.
2. That the licence shall remain in force for the period specified in Section 4 of Schedule 1.
3. That the licensee shall not interfere with any other person authorised by the Trust to use the reserve or any part thereof.
4. That the licensee will not use the land specified in Section 2 of Schedule 1 except for the purposes authorised by this licence.
5. That the licensee shall comply with the special conditions specified in Section 6 of Schedule 1.
6. That any notice provided for in this licence shall be deemed to be validly served if:
  - (a) It is personally served on the licensee (if a natural person) or where the licensee is a corporation or association, on an officer of the corporation or association; or
  - (b) It is sent by prepaid ordinary mail addressed to the licensee at the address shown in Section 5 of Schedule 1.
7. That the Trust does not make or give any warranty, promise or covenant to the licensee for quiet enjoyment of the licensed area.

### SCHEDULE 1

#### Section 1: Licensee

Inverell Motor Cycle Sports Club Incorporated

## Section 2: Licensee's Rights

The licensee shall have the use of the area shown on diagram attached as Schedule 2 for the purposes of conducting motorcycle events (hereinafter called "the said area").

## Section 3: Fees

The licensee shall pay a licence fee of \$200.00 together with Fire & Damage Insurance through the Department of Lands in the amount specified in Tax Invoice issued each financial year – \$110.00 for the period 1 July 2009 to 30 June 2010.

## Section 4: Licence Period

The licence period shall be for Twelve (12) months from 1<sup>st</sup> January 2010 to the 31<sup>st</sup> December 2010. The Trust reserves the right to terminate the licence at any time without the prior notice to the licensee in the event of any breach by the licensee of any of the conditions of this licence.

## Section 5: Address for Service of Notice

Inverell Motor Cycle Sports Club Incorporated - P O Box 8, Inverell NSW 2360  
Inverell Speedway Reserve Trust No 97964 - email: [ann\\_piumb@yahoo.com.au](mailto:ann_piumb@yahoo.com.au)  
mail: 9/124 Evans Street, Inverell 2360

## Section 6: Special Conditions

- (a) The licensee shall keep the said area and buildings thereon properly clean and tidy and all papers and other rubbish shall be collected and removed within one (1) week of an event. The licensee shall immediately repair and make good damage occasioned by the licensee's use of the said area.
- (b) The licensee shall indemnify and keep indemnified the Trust and the Minister for Natural Resources against all actions, suits, claims, debts, obligations and other liabilities which may arise out of the licensee's use and/or occupation of the area covered by this licence during the continuation of the licence and further.
- (c) No relationship of landlord and tenant is or is intended to be created between the parties hereto by virtue of this licence or in any way whatsoever.
- (d) Any motorcycling activities shall not be conducted unless permitted by the relevant State Controlling Body (MNSW) or relevant National Body (Motorcycling Australia) and conducted in accordance with that permit.

- (e) The official or other authorised person of the licensee responsible for supervising activities must be a person approved and licensed by the relevant Controlling Body.
- (f) All events planned for the licensed area are to be notified to the Trust two (2) weeks prior to an event either by email or mail.
- (g) The Trust reserves the right to remove from or refuse entry to the Reserve any person regardless of any arrangements or contract with the licensee.
- (h) All improvements, erections and fixtures now or hereafter to be erected on the said area are acknowledged by the licensee to be absolute property of the Crown, but the licensee shall maintain and repair such improvements, erections and fixtures during the period of this licence and pay any fire insurance premiums thereon.
- (i) This licence is subject to the provisions of the Crown Lands Act 1989 including Sections 108 and 109 of that Act.
- (j) The licensee shall not sublet, assign or otherwise deal with the demised premises without the consent of the Trust.
- (k) The licensee shall not remove any trees from or make any major earthworks to the licensed area without the prior consent of the Trust.
- (l) The licensee shall not interfere with any other person authorised by the Trust to use the reserve or any part thereof.


Seal affixed and attested on behalf of  
 the Inverell Speedway Reserve Trust  
 by <sup>DES</sup> ~~ANN~~ PLUMB

  
 Chairperson

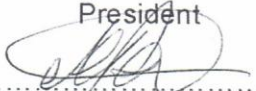
  
 Ann Plumb – Secretary

Dated: 23.2.2010

Signed by the Licensee  
 Inverell Motor Cycle Sports Club Inc  
 by ~~MICHAEL~~ WALSH  
 (print name)

  
 VICE PRESIDENT

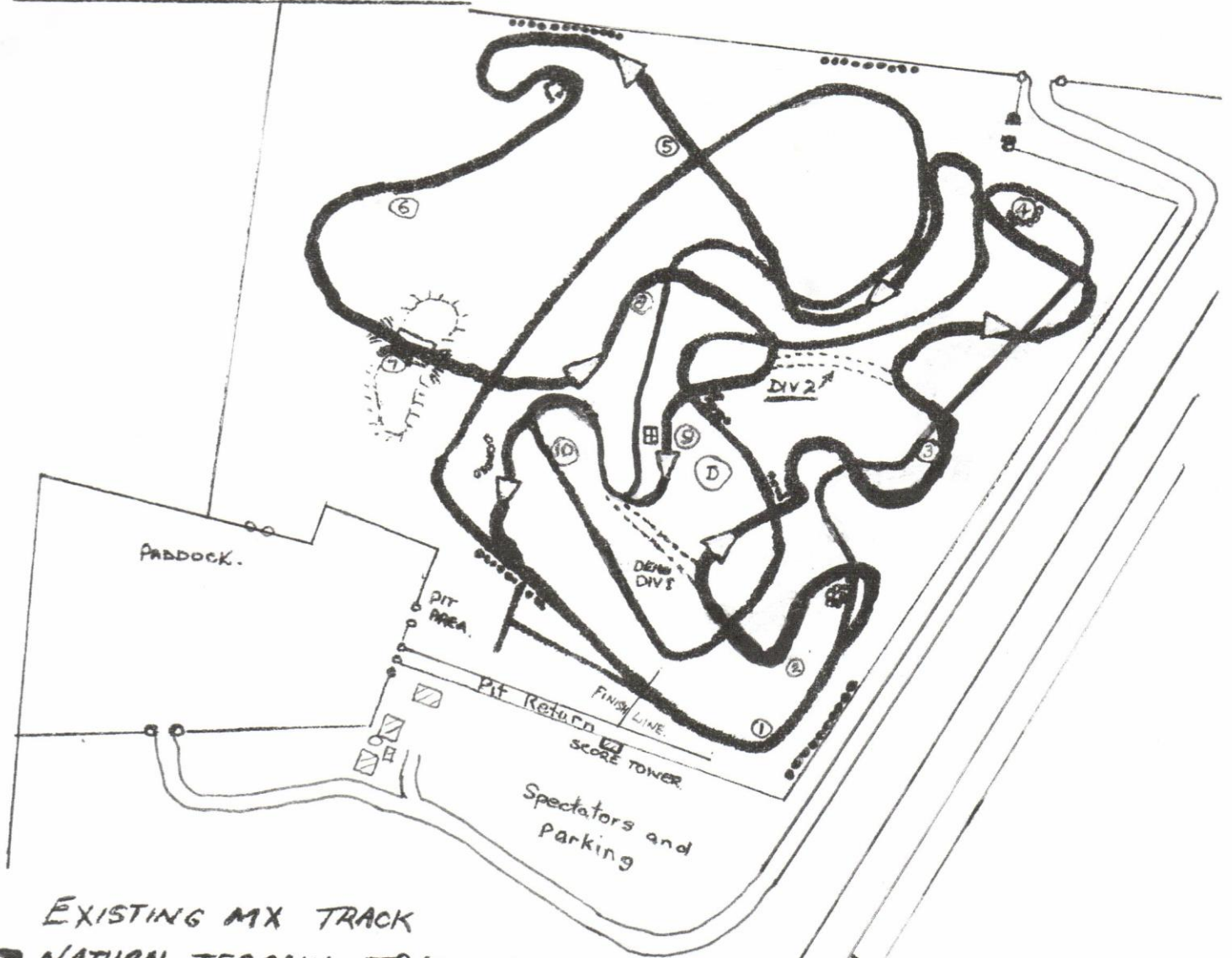
and ANDREW DAW  
 (print name)

President  
  
 Secretary

Dated: 23.2.10



NATURAL TERRAIN TRACK 3/10



- EXISTING MX TRACK
- ▶ NATURAL TERRAIN TRACK 1-6 KMS.
- ③ FLAG POINTS
- ..... TYRE WALL - BARRIER
- ⓓ DAM
- ▣ PERMANANT BUILDINGS
- == ACCESS ROAD
- ⊕ FIRST AID
- ACCESS GATE
- DIV 1 / DIV 2 CUT OFFS.

INVERELL - ASHFORD RD

INNERELLI MOTORCYCLE SPORTS CLUB 3/10  
 1600M AMERROSS NATURAL TERRAIN TRACK,  
 DEMO/DIV I 350M. DIV II 700M.