

**AGISTMENT OF STOCK MAITLAND LOCAL GOVERNMENT AREA -
OAKHAMPTON**

Maitland City Council is seeking Expressions of Interest (EOI's) for a 2 year licence to agist stock on parcels of land in the Maitland Local Government Area.

The EOI is encompassing parcels of land at 53 Scobies Lane Oakhampton.
This is made up of:

Lot 4/DP 1063516	4.755 ha
Lot 2/DP 1049034	7.36 ha
Part Lot 3/ DP 37838	6.424 ha
Lot 1/DP 1063518	7885 Sqm
Lot 84/DP 1138499	420.51 Sqm
Lot 840/DP 1138500	1220.35 Sqm
Lot 1/DP 1063519	6880 Sqm



Note: Parcel areas are approximate only. Council reserves the right to reduce the area of land subject to the proposals received.

Council does not provide a water supply to the riverside paddocks easterly of Oakhampton Road and the water used for agistment on these paddocks must be provided by the Licensee. In regard to water supply to the paddocks off Scobies Lane the Licensee may access the town water supply provided through a meter adjacent to the Walka Water Works driveway but such water usage will be charged by the Council to the Licensee at the same water usage rate charged by the supplier, Hunter Water Corporation, and based on the meter reading.

The approved Licensee will:

- Be required to produce evidence of a current public liability insurance policy of \$20 Million listing Maitland City Council as an interested party. A copy of the insurance policy is to be supplied to Council before the commencement date of the licence. A copy of the renewed policy is to be supplied to Council on the anniversary date of every subsequent term of the licence.
- Be responsible for the general maintenance of the land including weed control, animal pest control and the upkeep of fencing and gates.
- Agree to lodge with the Local Land Services any necessary Returns in respect of the land held under licence and will pay any rates assessed by the Local Land Service.

In the Expression of Interest the applicant must provide all relevant details as below:

- Full name, address, contact numbers and email address
- Proposed agistment area required
- Proposed commencement date (for 2 year agreement)
- The weekly licence fee the applicant is willing to pay to occupy the land over a two year period. (The licence fee will be subject to GST. The Licensee will also be responsible for the payment of water usage and will be invoiced by Maitland Council quarterly)
- Identify the types of stock and number of stock intended to be agisted on the land
- Outline previous agistment experience and care of stock. The provision of two references is desirable
- The applicant's acceptance of, and methodology of, land management, weed control, and fence maintenance
- Written acceptance to obtain Public Liability Insurance to the value of \$20Million
- Written acceptance in the submission of the attached licence agreement (Annexure 1)

Council is not bound to shortlist any EOI submitted. Council, in its discretion, will accept an EOI that it determines is likely to provide the most advantageous result. Submissions will be assessed on financial and non-financial criteria;

- Previous agistment experience
- References from previous agistment arrangements or previous care of stock
- Weekly licence fee
- The applicant's acceptance of, and methodology of, land management, weed control, and fence maintenance
- The applicant's written acceptance of obtaining Public Liability Insurance to the value of \$20Million
- Written acceptance in the submission of the attached licence agreement

In considering the applications Maitland Council will conduct an assessment and will select the applicant/s that Council considers offers the best outcome for the management of this area. It should be noted that the intention of this agreement is that the agistment does not result in significant and substantial commercial gain for the Licensee.

Expressions of Interest with reference '84/13' to be forwarded to:

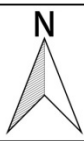
General Manager
Maitland City Council
PO Box 220
MAITLAND 2320
Attn: Property Management

Expressions of Interest close 4pm Friday 17th May 2019.



Legend	
Lot / DP	
①	3 / DP37838
②	4 / DP1063516
③	2 / DP1049034
④	84 / DP1138499
⑤	1 / DP1063518
⑥	840 / DP1138500
⑦	1 / DP1063519
▭	Proposed area

Proposed Plan of Land for Agistment



This map has been prepared on the basis of information available to Council at the date of issue. However, that information may be subject to change over a limited time. It is the responsibility of the user to make his/her own decisions about the correctness of information found. The Council cannot warrant and does not represent that the advice can be relied upon completely. The Council also cannot accept any responsibility or liability for any loss, damage, cost or expense you might incur as a result of the use of or reliance upon the information. The map is for information purposes only and is not to be re-engineered, modified or used for any other purpose than for information.

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THIS AGREEMENT made the day of BETWEEN MAITLAND CITY COUNCIL of Administration Centre 285 High St Maitland (the Council) of the one part and (The Licensee) of of the other part.

Recitals

- 1 The Licensee wishes to agist on the Property known as Walka Farm off 53 Scobies Lane Oakhampton and being the land in folio identifiers (insert folio identifiers) as shown on the Plan attached and marked "A" (the land).
- 2 The Council and the Licensee agree to the agistment on terms as set out in this agreement.
- 3 This Licence will commence on.....
4. **Nature and Rights Granted**
- 4.1 The Council and the Licensee agree and declare as follows;
 - (a) That it is not the intention of either of them to create between them the relationship of landlord and tenant.
 - (b) That the legal possession and control of the land shall at all times remain vested in the Council and the Licensee shall not hereby acquire any estate or interest therein.
 - (c) That the Licence shall not in any way confer or impose on either of them any of the rights or obligations of a landlord or tenant or any other rights or obligations saved those expressed or implied by law in this Licence.

Operative Part

- 5 (a) As from the date of this Agreement the Licensee may agist on the land at any time.
(b) The Licensee may use part of the large farm shed on Lot 3 DP37838 of the land for storage however the Council does not warrant the suitability of the shed for any purpose and does not grant exclusive use of the shed to the Licensee. The Licensee will use the shed at their own risk and accept the built condition of the shed including any and all defects and all wear and tear. The Council will not be obliged to repair or maintain the shed during the term of this Licence.
- 6 The Licensee shall pay the Council a fee which will be per week.
- 7 The Licensee shall satisfactorily maintain fences and gates during the term of this agreement as well as pasture improvement to remove noxious weeds.
- 8 The Council does not provide a water supply to the riverside paddocks easterly of Oakhampton Road and the water used for agistment on these paddocks must be provided by the Licensee. In regard to water supply to the paddocks off Scobies Lane the Licensee may access the town water supply provided through a meter adjacent to the Walka Water Works driveway but

such water usage will be charged by the Council to the Licensee at the same water usage rate charged by the supplier Hunter Water Corporation and based on the meter reading.

- 9 The Licensee promises that the livestock agisted on the Property have no illness or disease and has not shown any signs of illness or disease within the 30 days preceding this Agreement.
- 10 The License must not result in the Licensee making significant commercial gains.
- 11 The Council may enter the Property to inspect and maintain any improvements on the land or to investigate any thing or matter on the land or for any planning or survey purposes.
- 12 The Licensee must keep current an insurance policy covering liability to the public in an amount of at least \$20,000,000.00 with Maitland City Council noted on the policy as an interested party.
- 13 The Council is not liable for any damage or injury that
 - (a) either the Licensee or any person whom the Licensee allows onto the Property suffers and which;
 - (b) arises either from any defect in the gas, electricity or water supply to the Property or the connections, fittings or appliances used in connection with those services or from the actions of any independent contractor who performs work on the Property (regardless of whether that independent contractor is engaged by the Council, the Licensee or some third person).

The Licensee's Public Risk Insurance must insure the Licensee and persons the Licensee allows onto the Property against such damage or injury.

- 14 The Licensee will indemnify and keep the Council indemnified from and against all actions, proceedings, costs, claims and demands by third parties in respect of any damage or liability caused by or arising from the use or occupation of the land by the Licensee or the Licensee's servants, agents, employees or invitees on the premises except to the extent caused or contributed to by the Council, its servants, agents, employees or invitees.
- 15 Licensee's obligation to reimburse the Council for GST
 - (i) In this Clause
"GST" refers to goods and services tax under 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.
 - (ii) It is agreed that fee and all other amounts agreed to be paid by the Licensee to the Council, being the consideration for the supply expressed in this Licence, are exclusive of GST.

- (iii) In respect of any liability of the Licensee for GST under this Licence for fee received the Licensee covenants to pay to the Council, at the same time as any payment is made involving the Council in GST liability, the additional amount of GST, together with the payment to which it relates.
- (iv) The Licensee's liability under (iii) is to reimburse the full amount of GST, disregarding and excluding the Council's entitlement to input tax credits or other credits or reimbursements for GST.
- (v) In respect of each payment by the Licensee under (iii), the Council agrees to deliver to the Licensee, as required under the GST Act, tax invoices in a form which complies with the GST Act and the regulations, to enable the Licensee to claim input tax credits in respect of the taxable supply.

16 Personal Nature of Licence and Termination

This Licence is personal to the Licensee and shall not be capable of being assigned or otherwise disposed of other than by way of surrender to the Council.

16.1 The Council may terminate this Licence on giving 60 days written notice to the Licensee.

16.2 The Licensee may terminate this Licence on giving 30 days written notice to the Council. The Licence will be considered at an end on the expiry of the notice provided that the obligations of the Licence have been complied with.

16.3 Should the Licensee be in breach of any of the obligations of this Licence, or any reasonable direction of the Council then the Council may give the Licensee notice in writing requiring the remedy of such breach within a reasonable period of time specified in that notice and if such breach remains unremedied after such period of time then the Council may terminate this Licence on giving 7 days written notice to the Licensee,

16.4 Notwithstanding the provisions of the above terms 16.1, 16.2 and 16.3 it is intended that this Licence Agreement will terminate on unless both the Council and Licensee mutually agree in writing to extend the Licence on a week to week basis until a further formal arrangement for the occupation of the premises is entered into by the Council.

17 Service

A document under or relating to this agreement is served if it is served in any manner provided in section 170 of the Conveyancing Act 1919 and is also served on the Licensee if it is left at the land.

ANNEXURE 1 – PROPOSED LICENCE AGREEMENT

Executed as an agreement on

Executed by Maitland City Council)
ABN 11 596 310 805 by its authorised)
Delegate pursuant to Section 377 of the)
Local Government Act 1993. David John Evans – General Manager

I certify that I am an eligible witness and
that the Delegate signed in my presence.

.....
Name of Witness

.....
Signature of Witness

.....
Address of Witness

SIGNED AND DELIVERED by the)
Licensee (enter Licensee details) in)
the presence of:)

.....
Signature of Witness

.....
Signature of Licensee

.....
Name of Witness

.....
Name and Title of Licensee

.....
Address of Witness