

# Sublicence deed poll template

*This deed poll template must be completed by a sublicensee when seeking permission to sublicence a berthing area from a domestic waterfront licence holder.*

This deed poll is made on \_\_\_\_\_ day of \_\_\_\_\_ [month] \_\_\_\_\_ [year]

by \_\_\_\_\_ [sublicensee name/s] (in

this Deed called 'You and Your') of \_\_\_\_\_

\_\_\_\_\_ [Address]

**For the benefit of:** The Minister for Lands and Forestry, being the Minister administering the *Crown Land Management Act 2016* (the Minister)

## Recitals

1. The Minister has granted to \_\_\_\_\_ [Domestic waterfront licence holder name/s] of \_\_\_\_\_ [Address of domestic waterfront licence holder/s] (the Licensee) a domestic waterfront licence (the Licence).
2. The Licensee has given You a sublicense (the Sublicense) of a berthing right over part of the land subject to the Licence containing a condition requiring you to give this deed poll.
3. The land subject to the Licence (the Land) is described in the schedule to this deed poll and includes any submerged land or waterway.
4. The indemnity given by this deed poll benefits the Minister and the Crown.

## Terms of operative part

### 1. Indemnity

- a. You indemnify and will keep indemnified the Minister and the Crown from and against all actions, suits, claims and demands of whatsoever nature and all damages, costs, charges and expenses in respect of any accident or injury to any person or property which may arise out of:
  - i. the use or occupation of the land
  - ii. the construction, installation, repair, replacement or maintenance of works as may be authorised under the Sublicense
  - iii. any failure by You to comply with the terms of the Licence or of the Sublicense.
- b. This indemnity still applies even though You have observed and performed the conditions of the Licence and/or of the Sublicense or that any such accident or injury arises from any act or thing, which You may be authorised or compelled to do under the Licence and/or the Sublicense.

- c. Your obligations under this deed poll continue after the Sublicence expires or is otherwise ended in respect of any act deed matter or thing happening before the expiry or end of the Sublicence.
- d. To the extent that any such claims and demands arise from any negligence or wilful act or omission on the part of the Minister the indemnities under this clause do not apply.

## 2. Public risk insurance

- a. You shall effect and maintain for the term of the Sublicence a public risk insurance policy in the joint names of You and the Crown in right of the State of New South Wales relating to liability for death or bodily injury or damage to property arising out of Your use and occupation of the land and the matters referred to in clause 1 of this deed poll.

## 3. Domestic insurance policy requirements

- a. The following provisions apply to all policies of insurance taken out by You under this deed poll:
  - i. You must, if directed by the Minister, enter into an insurance policy with an insurer approved by the Minister. Otherwise You must enter into an insurance policy with an insurer carrying on business in Australia
  - ii. Any public risk policy taken out by You must be for an amount sufficient to cover the risks under the policy
  - iii. You must provide duplicate or certified copies of all policies if required by the Minister
  - iv. You will obtain insurance cover for any increased risk and pay all additional premiums (if any) required to be paid if You do anything that may increase the rate of premium on the insurances taken out by You.
- b. The Minister in his own name or as Your attorney in Your name shall be entitled to institute all proceedings against any insurer which issues a policy of insurance required by this deed poll to recover from it any amount for loss damage or injury or other money payable under any indemnity in favour of the Minister. You appoint the Minister as Your attorney for such purposes.
- c. The provisions of clause 1 of this deed poll continue in force after the expiry or other end of the Sublicence.

## 4. Definitions

The terms in this deed poll mean the following:

- a. **Crown** means Her Majesty Queen Elizabeth II in right of the state of New South Wales, her officers, contractors, employees and agents.
- b. **Minister** means the person described as the Minister in this deed poll and where the context permits includes the Minister's successors, officers, servants, contractors, workmen, employees and agents.
- c. **Premises** means all buildings, structures, facilities, and works situated or to be situated in or on or under the Land any of Your plant and equipment.
- d. **Term** means the term of the Sublicence.
- e. **You** means the occupant who is the sublicensee who enters into an agreement with the jetty owner (the head licensee) to occupy the approved berthing area for a defined term.

Executed as a deed in \_\_\_\_\_ [Suburb]

Signed, sealed and delivered in the presence of:

Signature of witness \_\_\_\_\_

Name of witness \_\_\_\_\_

Address of witness \_\_\_\_\_

Occupation of witness \_\_\_\_\_

Name of sublicensee \_\_\_\_\_

Signature of sublicensee \_\_\_\_\_