

DATED

DAY OF

2026

LICENCE AGREEMENT

BETWEEN

MID MURRAY COUNCIL

("Licensor")

-AND-

MINISTER FOR EMERGENCY SERVICES AND CORRECTIONAL SERVICES

("Minister")

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CROWN SOLICITOR

Level 17, 10 Franklin Street, Adelaide SA 5000

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SCHEDULE

ANNEXURE PLAN OF THE LICENSED AREA

LICENCE AGREEMENT dated

day of

2026

PARTIES:

MID MURRAY COUNCIL of PO Box 28 Mannum SA 5238 ("**Licensor**")

AND

MINISTER FOR EMERGENCY SERVICES AND CORRECTIONAL SERVICES a body corporate pursuant to the *Administrative Arrangements Act 1994* of Level 10, 81-95 Waymouth Street Adelaide South Australia 5000 ("**Minister**").

BACKGROUND:

- A. The Licensor has the care, control and management of the whole of the land described in Crown Record Volume 6099 Folio 922 ("**Land**").
- B. The Minister wishes to enter upon and use those portions of the Land more particularly delineated as "CFS Building" and "Access A" in GRO Plan No. 331/2004 (a copy of which is annexed to this Agreement) for its exclusive use ("**Licensed Area**") and the portion more particularly delineated as "Yard D and "Yard Y" GRO Plan No 331/2004 in common with the Licensor.
- C. The Licensor has agreed to grant and the Minister has agreed to accept an exclusive licence to enter onto the Licensed Area for an initial term commencing on 1 December 2024 and expiring subject to any earlier termination of this Agreement on 30 November 2034.
- D. The Minister and the Licensor have agreed to document the terms of the licence in this Agreement.

IT IS AGREED:

1. **BACKGROUND**

The parties agree both that the matters referred to in the Background are true and correct and that the Background shall form part of this Agreement.

2. **DEFINITIONS AND INTERPRETATION**

2.1 **Definitions**

In this Agreement, the following words and expressions shall have the following meanings, unless the context otherwise requires:

“Business Days” means Monday to Friday (excluding public holidays under the *Holidays Act 1910* (SA));

“Claim” means any claim, demand, action, cause of action, proceedings, judgment, order, relief, remedy, right, entitlement, damage, loss, compensation, reimbursement, cost, expense or liability incurred, suffered, brought, made or recovered of whatever nature, howsoever arising and whether presently ascertained, immediate, future or contingent or whether arising at law or in equity or whether of a contractual, proprietary or tortious nature (whether in negligence, other breach of duty, of a strict liability or otherwise);

“Commencement Date” means 1 December 2024;

“Common Areas” means those portions of the Land or the buildings situated on the Land provided by the Licensors from time to time for common use by occupiers of the Land from time to time including, but not limited to, entrances, paths, landscaped areas, passageways and those portions (if any) of the Land or the buildings situated on the Land identified in Item 1 of the Schedule;

“Insurable Risk” means any of the following risks, namely, fire, storm, tempest, earthquake, lightning, rain, water and other water damage including flood, aircraft and other aerial devices and articles dropped from them, explosion, malicious damage, riot, strikes, impact by vehicles, sprinkler leakage and other usual and necessary risks against which a prudent building owner can and does ordinarily insure;

“Land” means the whole of the land referred to in Item 1 of the Schedule;

“Licensed Area” means those portions of the Land more particularly delineated as “CFS Building” and “Access A” in GRO Plan No. 331/2004 (a copy of which is annexed to this Agreement) and includes the buildings or structures situated on the said Licensed Area (whether constructed by the Licensors or the Minister) and where appropriate, includes any part or parts of the Licensed Area;

“Licensor” means the said Mid Murray Council together with the Licensor's successors and assigns (if the Licensor is a body corporate) and its heirs, executors, administrators and assigns (if the Licensor is an individual);

“Minister” means the said Minister for Emergency Services and Correctional Services and, where appropriate, includes the Minister's permitted assigns or subtenants and the Minister's Representative;

“Minister's Representative” means a person nominated in writing from time to time to the Licensor by the Minister as the Minister's Representative;

“Permitted Use” means the use of the Licensed Area for the purposes of the provision of emergency services (including, but not limited to, the provision of fire emergency services, the maintenance of emergency services vehicles and equipment, the storage of emergency services equipment and for training purposes including the holding of training sessions at night) and for all purposes incidental to such purposes;

“Services” means the plumbing, sewerage, gas and electricity services situated on the Land and servicing the Licensed Area;

“Term” means the initial term specified in Item 4 of the Schedule and includes such further period as the Minister may occupy the Licensed Area in accordance with this Agreement (including any extension of this Agreement pursuant to clause 6.3).

2.2 Interpretation

- 2.2.1 The Schedule means the Schedule to this Agreement which forms part of this Agreement and any reference to an “Item of the Schedule” means the relevant Item of the Schedule to this Agreement.
- 2.2.2 Words importing the singular shall include the plural and vice versa and words importing a gender shall include every other gender.
- 2.2.3 Where two or more persons are included as “Licensor”, the Licensor’s obligations set out in this Agreement refer to and shall bind such persons and any two or greater number of them jointly and each of them severally.
- 2.2.4 Any reference to a person shall include a body corporate and vice versa.
- 2.2.5 Reference to a statute includes all statutes amending, consolidating or replacing the statutes referred to.
- 2.2.6 Headings and clause numbers have been inserted for the purpose of convenient reference only and shall not affect the construction or interpretation of this Agreement.
- 2.2.7 Where the words “Not Applicable” appear opposite any Item of the Schedule, then each and every clause in this Agreement in which specific reference is made to such part of the relevant Item of the Schedule shall be of no effect.
- 2.2.8 A reference to writing shall be construed as including a reference to any mode of representing or reproducing words, figures or symbols in a visible form.
- 2.2.9 In any circumstances where the Licensor’s consent is required pursuant to this Agreement, such consent shall not be unreasonably withheld or delayed.

3. LICENCE

- 3.1 The Licensor grants and the Minister accepts an exclusive licence to enter onto the Licensed Area at all times during the Term on the terms and conditions contained in this Agreement.
- 3.2 The Minister and the Licensor acknowledge and agree that the rights, powers and privileges granted to and vested in the Minister pursuant to this Agreement are contractual only and shall not create or vest in the Minister any estate, interest or right of a proprietary nature.

4. MINISTER’S OBLIGATIONS

4.1 Pay Rent

The Minister shall pay to the Licensor the rent specified in Item 2 of the Schedule at the time and in the manner set out in Item 2 of the Schedule.

4.2 Pay Outgoings

- 4.2.1 The Minister shall pay as and when they fall due:

-
- (a) all charges for gas, electricity, excess water and oil consumed in or on the Licensed Area;
 - (b) all charges (including rentals) in respect of any telephone services connected to the Licensed Area; and
 - (c) all other charges imposed by any public utility or authority or by any other person for the supply of any services separately charged in respect of the Licensed Area

PROVIDED ALWAYS that where there are no separate assessments in respect of the Licensed Area and such charges are payable in respect of the whole of the Land, then the Minister shall pay that proportion of such charges as is set out in Item 6(a) of the Schedule.

- 4.2.2 The Minister shall pay as and when the same fall due for payment all statutory rates, taxes, charges and levies payable, charged, assessed or levied in respect of the Licensed Area **PROVIDED ALWAYS** that where there are no separate assessments in respect of the Licensed Area and such statutory rates, taxes, charges or levies are payable in respect of the Land, then the Minister shall pay such proportion of statutory rates, taxes, charges and levies payable, charged, assessed or levied in respect of the Licensed Area as set out in Item 6(b) of the Schedule.

4.3 **Maintain Licensed Area**

- 4.3.1 The Minister shall at its expense at all times during the Term maintain the buildings and structures situated on the Licensed Area in good and substantial repair and condition (including structural repair and condition) (both internally and externally) having regard to the condition the buildings and structures situated on the Licensed Area were in as at the Commencement Date.
- 4.3.2 Without limiting clause 4.3.1, the Minister shall at its expense every ten (10) years during the Term (unless otherwise agreed by the Licensor and the Minister in writing) repaint or treat in a proper and tradesmanlike manner those parts of the Licensed Area as were painted or treated at the Commencement Date.

4.4 **Keep Licensed Area in neat, tidy and clean condition**

- 4.4.1 The Minister shall at its expense keep the Licensed Area in a neat, tidy and clean condition at all times during the Term and free from all accumulations of rubbish, dirt, litter, office waste and vermin and shall not permit the Licensed Area to be or become in any insanitary and unhygienic condition.
- 4.4.2 Without limiting clause 4.4.1, the Minister shall ensure that all waste materials and garbage are kept in proper waste receptacles at all times and the Minister shall at its expense arrange for the regular removal of such waste materials and garbage from the Licensed Area.

4.5 **Permitted Use**

The Minister shall not use the Licensed Area for any purpose other than for the Permitted Use and in accordance with Regulation 22(1) of the *Local Government (General) Regulations 2013*, there shall be no substantial change in the use of the Licensed Area during the Term (disregarding trifling, insignificant or subsidiary uses).

4.6 Comply with statutes etc.

The Minister shall at all times during the Term promptly comply with:

- 4.6.1 all statutes, regulations, by-laws, ordinances, rules and other forms of statutory instruments or delegated legislation applicable to the Licensed Area or to the use of the Licensed Area by the Minister; and
- 4.6.2 all notices, orders or requirements lawfully given or made by an authority or any other person in respect of the Licensed Area.

4.7 Alterations and additions or replacement

The Minister may with the prior written consent of the Licensor (which consent shall not be unreasonably withheld or delayed) at its expense either:

- 4.7.1 make any alterations or additions to the Licensed Area it considers necessary or appropriate (whether structural or otherwise); or
- 4.7.2 if it considers it necessary or appropriate, replace the buildings or structures situated on the Licensed Area with new buildings or structures to the Minister's satisfaction,

PROVIDED ALWAYS that:

- 4.7.3 prior to making any such alterations or additions or undertaking such replacement, the Minister shall at its expense obtain all approvals required by law (if any); and
- 4.7.4 without limiting clause 4.7, the Minister shall undertake any such alterations or additions or replacement (as the case may be) in accordance with all such approvals and in accordance with the requirements of all applicable statutes, regulations, by-laws, ordinances, rules and other form of statutory instruments or delegated legislation and the requirements of all notices or orders lawfully given or made by an authority or any other person.

4.8 Obligations at end of Licence

Upon the expiration or earlier termination of this Agreement, the Minister shall vacate the Licensed Area and either:

- 4.8.1 remove all of its equipment and goods from the Licensed Area and, if so required in writing by the Licensor, deliver up possession of the buildings and structures situated on the Licensed Area in the condition required by clauses 4.3 and 4.4 having regard to the age of such buildings and structures (fair wear and tear excepted), (such buildings and structures remaining or becoming the property of the Licensor upon such expiration or earlier termination of this Agreement, the Licensor paying no compensation to the Minister for such buildings or structures); or
- 4.8.2 if so required in writing by the Licensor, the Minister shall within a reasonable period of time after the expiration or earlier termination of this Agreement remove all of its equipment and goods from the Licensed Area and all of the buildings and structures situated on the Licensed Area from the Licensed Area and restore the Licensed Area to a clean, safe, clear and uncontaminated condition to the reasonable satisfaction of the Licensor having regard to the condition the Licensed Area was in as at the Commencement Date.

4.9 **Assignment and Sublicensing**

- 4.9.1 Subject to clause 4.9.2, the Minister shall not assign, transfer, sublicense, mortgage, charge or otherwise part with possession of the Licensed Area without the prior written consent of the Licensor which consent shall not be unreasonably withheld or delayed **PROVIDED ALWAYS** that:
- (a) there is no existing breach of this Agreement by the Minister at the time of making a request for consent;
 - (b) the Minister shall at the time of making a request for consent provide the Licensor with such written information and particulars regarding the financial viability and capacity of the proposed assignee, sublicensee or occupier as the Licensor reasonably requires;
 - (c) the Minister shall pay the Licensor's reasonable costs and expenses incurred by the Licensor in satisfying itself as to the suitability of the proposed assignee, sublicensee or occupier; and
 - (d) notwithstanding the giving of consent to any assignment, transfer, subletting or parting with possession, the Minister shall remain liable for the obligations of the Minister in this Agreement for the balance of the Term.
- 4.9.2 The Minister may, without the written consent of the Licensor, at any time during the Term transfer, assign this Agreement or sublicense the Licensed Area, part with possession of the Licensed Area or otherwise allow the occupation of the Licensed Area by any other Minister of the Crown or any agency or instrumentality of the Crown who will use the Licensed Area for the Permitted Use.

4.10 **Licensor's Inspection**

- 4.10.1 The Minister shall permit the Licensor and any officer, employee, agent or contractor of the Licensor at all reasonable times upon reasonable notice to the Minister (except in an emergency when no notice shall be required), to enter upon the Licensed Area to examine and view the state and condition of cleanliness and repair of the Licensed Area and by notice in writing served on the Minister to require the Minister within a reasonable time specified in the notice to clean or repair the Licensed Area or otherwise comply with any of the Minister's obligations set out in this Agreement.
- 4.10.2 The Minister shall clean or repair the Licensed Area or otherwise comply with the Minister's obligations set out in this Agreement in accordance with the notice referred to in clause 4.10.1 as far as it may be liable to do so pursuant to this Agreement and within the reasonable time stated in the said notice. In default of the Minister so doing, it shall be lawful for, but not obligatory on, the Licensor to carry out the required cleaning, repair or other Minister's obligations at the expense of the Minister who shall, upon demand being made, pay to the Licensor all moneys expended by the Licensor in carrying out all such cleaning, repairs and other Minister's obligations.

4.11 **Release**

The Minister shall occupy the Licensed Area at the risk in all things of the Minister and the Minister releases to the full extent permitted by law the

Licensor, its officers, employees, contractors and agents, in the absence of any default, neglect or omission on their part, from all Claims resulting from any accident, personal injury or loss of or damage to property occurring in, on or in the vicinity of the Licensed Area (including any loss or damage to any personal property of the Minister).

4.12 Indemnity

The Minister shall indemnify and keep indemnified the Licensor, its officers, employees, contractors and agents from and against all Claims which the Licensor may incur or incurs in connection with any loss of life, personal injury or loss of or damage to property arising from or out of or in connection with the use and occupation of the Licensed Area by the Minister except where such loss of life, personal injury or loss of or damage to property is caused by any neglect, default or omission by the Licensor or its officers, employees, agents or contractors.

4.13 No Signs

The Minister shall not erect, affix, exhibit or display any signs or other advertising material on the Licensed Area without the prior written consent of the Licensor (which consent shall not be unreasonably withheld or delayed).

4.14 No Nuisance

The Minister shall not do or permit to be done or carry on or permit to be carried on, in, on or about the Licensed Area:

- 4.14.1 any thing which in the reasonable opinion of the Licensor may be or be likely to become a nuisance to any other premises adjoining or in the vicinity of the Licensed Area; or
- 4.14.2 any offensive trade or business.

5. LICENSOR'S OBLIGATIONS

5.1 Quiet Enjoyment

If the Minister observes and performs all of the Minister's obligations set out in this Agreement, then the Minister may peaceably possess and enjoy the Licensed Area without interruptions or disturbance from the Licensor or from any person claiming under or from the Licensor, except for any interruption or disturbance which may be permitted by the terms of this Agreement.

5.2 Insurance

- 5.2.1 The Licensee warrants that the Licensee is entitled to the benefit of the South Australian Government insurance and risk management arrangements administered by the Insurance Division of the South Australian Government Financing Authority, in respect of its use of the Premises pursuant to this Licence.
- 5.2.2 The Licensor warrants that it is a member of the Local Government Association Mutual Liability Scheme ("**Scheme**") and is bound by the rules of the Scheme pursuant to the provisions of the *Local Government Act* and in the event that the Licensor ceases to be a member of the Scheme it will immediately, pursuant to provisions of the *Local Government Act*, effect public liability insurance to a minimum level of cover of **THREE HUNDRED MILLION DOLLARS** (\$300,000,000).

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- 5.2.3 The Minister shall ensure that its sublicensees (excluding any Minister of the Crown or any agency or instrumentality of the Crown) shall at their expense effect and maintain:
- (a) a policy of public risk insurance in respect of the Licensed Area in which the limits of public risk shall be not less than **TWENTY MILLION DOLLARS** (\$20,000,000.00) in respect of any one claim or such further sum as the Licensor from time to time reasonably requires; and
 - (b) such other insurance policies (if any) as the Licensor and the Minister agree.

5.3 Maintenance of Services on the Land

The Licensor shall at its expense maintain all Services on or in the Land (excluding those situated on the Licensed Area) in good working order at all times during the Term.

5.4 Common Areas

- 5.4.1 The Licensor shall allow the Minister, its agents, contractors, workmen, employees, subtenants, licensees and invitees to use the Common Areas at all times during the Term, in common with the Licensor and any other occupiers of the Land from time to time for the purposes for which such Common Areas were designed.
- 5.4.2 The Minister shall at its expense restore the Common Areas to a neat and tidy condition after each use by it of the Common Areas (having regard to the condition they were in prior to the Minister's use of them).

6. MUTUAL COVENANTS

6.1 Damage and Destruction

If the buildings and structures situated on the Licensed Area or any part of them are damaged or destroyed so as to be unfit for use by the Minister, then unless the Minister otherwise agrees, the Licensor shall at its expense promptly and diligently reinstate the buildings and structures on the Licensed Area to the Minister's reasonable satisfaction **PROVIDED ALWAYS** that if the Licensor has neither reinstated the buildings and structures on the Licensed Area nor made substantial progress towards reinstatement of the buildings and structures on the Licensed Area within a period of six (6) months from the occurrence of such damage or destruction, then the Minister may by written notice at any time after the expiration of such six (6) month period terminate this Agreement and neither party shall have any claim against the other in respect of such termination except in respect of antecedent breaches of this Agreement by the other party.

6.2 Termination

- 6.2.1 If the Minister breaches any of its obligations set out in this Agreement and, following the giving by the Licensor of written notice of such breach, the Minister fails to rectify such breach within one calendar month (if such breach is capable of being rectified within such time) or fails to make diligent progress towards rectifying any such breach (if such breach is incapable of rectification within such

time), then the Licensor may terminate this Agreement immediately by written notice to the Minister and revoke the licence granted by the Licensor.

- 6.2.2 Notwithstanding any other provision of this Agreement, the Minister may terminate this Agreement at any time without cause by giving six (6) months written notice to the Licensor, and the Licensor shall not have any claim or take any action against the Minister in respect of such termination except for any antecedent breaches of this Agreement by the Minister.

6.3 Right of Renewal

The Licensor shall, upon the written request of the Minister made not later than three (3) months before the expiration of the initial term, and if, at the time of such request and at the expiration of the initial term, there shall not be any existing breach of any of the Minister's obligations set out in this Agreement, at the expense of the Minister grant to the Minister an extension of this Agreement for the further term specified in Item 5 of the Schedule and such extension shall be on like terms and conditions as are contained in this Agreement but excluding this option for renewal.

6.4 Holding Over

If the Minister shall remain in occupation of the Licensed Area after the expiration of the Term, then no licence from year to year (or longer period) shall be implied by payment or acceptance of rental but the Minister shall continue to occupy the Licensed Area on a monthly licence determinable at any time by either party on one (1) calendar months notice in writing on the same terms and conditions as those contained in this Agreement so far as is applicable.

6.5 Severance

If any term or condition of this Agreement shall be for any reason unlawful, void or invalid or unenforceable, then the offending term or condition shall be severed from this Agreement without affecting the validity or enforceability of the remainder of this Agreement.

6.6 Entire Agreement

This Agreement constitutes the entire agreement of the parties in respect of the subject matter of this Agreement and the parties agree that this Agreement supersedes all prior arrangements, understandings and negotiations in respect of the matters dealt with in this Agreement. Further, no agreement whether collateral or otherwise, shall be taken to have been formed between the parties by reason of any promise, representation, inducement or undertaking (if any) given or made by one party to the other party prior to the date of execution of this Agreement.

6.7 Modification

No variation, addition to or modification of any provision of this Agreement shall be binding upon the parties unless such variation, addition or modification is made in writing, signed by each party and expressed to be either supplemental to, in variation of or in substitution for the whole or a part of this Agreement.

6.8 **Waiver**

- 6.8.1 A waiver of any provision of this Agreement must both be in writing and be signed by the parties or by a person duly authorised to sign such a document on a party's part.
- 6.8.2 No waiver by a party of a breach of a term or condition contained in this Agreement shall operate as a waiver of any breach of the same or any other term or condition contained in this Agreement.
- 6.8.3 No forbearance, delay or indulgence by any party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party.

6.9 **Notices**

- 6.9.1 A "notice" means:
 - (a) a notice; or
 - (b) a consent, approval or other communication required to be in writing under this Agreement.
- 6.9.2 A notice or other communication is properly given or served if the party delivers it by hand, posts it or transmits it by electronic mail to the other party to the address specified in the Schedule.
- 6.9.3 A notice or other communication is taken to be received if:
 - (a) delivered by hand before 5.00 pm on a Business Day, on the day of delivery, otherwise on the next Business Day;
 - (b) sent by pre-paid mail, on the third Business Day after posting;
 - (c) transmitted by electronic mail:
 - (i) when the relevant email appears in the sender's sent log with properties disclosing an appropriate routing; and
 - (ii) the sender does not receive a message from the system operator to the effect that the relevant email was undeliverable.
- 6.9.4 If the result under clause 6.9.3 is that a notice would be taken to be given on a day that is not a Business Day in the place to which the notice is sent, then it will be taken to have been given on the next Business Day in that place.
- 6.9.5 A party may from time to time notify of a change to its contact details by written notice to the other party.

6.10 **Costs**

- 6.10.1 The Minister shall pay the Licensor's reasonable costs (including legal costs) of and incidental to the preparation and execution of this Agreement but not its negotiation.
- 6.10.2 The Minister shall bear the stamp duty (if any) assessed or payable in respect of this Agreement.

6.11 **Delegation**

Any consent, notice, any consultation or any other thing which is, pursuant to the terms of this Agreement, either required to be given, done or performed or which may be given, done or performed by the Minister may be given, done or performed by the Minister's Representative.

6.12 **Early termination**

If the Minister ceases to use the Licensed Area for the Permitted Use for a continuous period of not less than three (3) months, then the Licensor may terminate this Agreement at any time after the expiration of such three (3) month period by giving seven (7) days written notice of such termination to the Minister and the Minister shall have no claim against the Licensor in respect of such early termination except in respect of any antecedent breaches (if any) of this Agreement by the Licensor.

6.13 **Dispute Resolution**

If a dispute arises between the Licensor and the Minister as to the terms and conditions of this Agreement or the operation of this Agreement or as to the rights or obligations of the parties under this Agreement, then, unless either the Licensor or the Minister desires to exercise its right to have such dispute adjudicated by court within one (1) month of such dispute arising, either party may refer such dispute to an independent mediator agreed upon by the parties or, failing agreement, to an independent mediator nominated for appointment by the President or Acting President of the Law Society of South Australia. Such independent mediator shall act as an expert not an arbitrator. The findings of such independent mediator shall be final and binding on both the Licensor or the Minister and the Licensor and the Minister shall bear the fees and expenses of such independent mediator in equal shares.

6.14 **Resumption or Compulsory acquisition**

If the Licensed Area is either resumed or compulsorily acquired at any time during the Term by the Crown in right of the Commonwealth of Australia or the Crown in right of the State of South Australia, then this Agreement and the licence granted by the Licensor shall automatically terminate as from the date of such resumption or compulsory acquisition (as the case may be). Neither party shall have any claim against the other in respect of such termination except in respect of any antecedent breaches (if any) of this Agreement by the other party.

6.15 **No Warranties**

The Minister acknowledges and agrees that the Licensor does not make any warranty, representation, promise or assurance as to the suitability of the Licensed Area for the Permitted Use and all implied warranties, representation, promises or assurances (if any) are expressly excluded.

6.16 **Goods and Services Tax**

6.16.1 **Definitions**

For the purposes of this clause 6.16:

“**GST**” means the tax imposed by the GST law;

“**GST law**” has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

“**GST Rate**” means, at any particular time, the rate (expressed as a fraction of the Value of a supply) at which GST is payable by the supplier on a Taxable Supply;

“**Taxable Supply**” has the meaning attributed in the GST law; and

“**Tax Invoice**” has the meaning attributed in the GST law.

6.16.2 **Additional Consideration Referrable to GST**

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- (a) If any supply made by the supplier under this Agreement is a Taxable Supply, the recipient must pay to the supplier, in addition to any consideration payable or to be provided by the recipient for the supply under this Agreement apart from this clause, ("**base consideration**") an additional amount of consideration ("**GST consideration**") for the supply calculated by multiplying the GST Rate by the base consideration.
 - (b) When claiming payment of GST consideration under this clause the supplier must disclose the supply and the base consideration to which the GST consideration is attributable.

6.16.3 Tax Invoice

If any supply under this Agreement is a Taxable Supply:

- (a) any invoice for payment under this Agreement must be a Tax Invoice, (and any prescribed form of invoice under this Agreement is amended accordingly); and
- (b) the recipient is not obliged to make any payment under this Agreement unless the supplier has provided a Tax Invoice in respect of that payment.

6.17 Auditor-General

Nothing in this Agreement derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987* (SA).

6.18 Reservation

The Licensor and Licensee acknowledge and agree that the Licensor reserves to itself for the Term right to access that portion of the Licensed Area more particularly delineated as "CFS Shed" in GRO Plan No. 331/2004 for the purposes of storage of radio equipment and Licensor shall have 24 hours access to the equipment in the event of a failure **PROVIDED ALWAYS** that such access by the Licensor shall not duly interfere with the Licensee's use of the Licensed Area.

EXECUTED AS AN AGREEMENT

THE COMMON SEAL of)
MID MURRAY COUNCIL)
was affixed to this Agreement)
in the presence of:)

.....
Mayor (signature)

.....
Mayor (print name)

.....
Chief Executive Officer (signature)

.....
Chief Executive Officer (print name)

THE COMMON SEAL of the **MINISTER**)
FOR EMERGENCY SERVICES)
AND CORRECTIONAL SERVICES)
was affixed to this Agreement by)
the Minister in the presence of:)

.....
Witness (signature)

.....
Witness (print name)

SCHEDULE

ITEM 1	Land The whole of the land comprised in Crown Record Volume 6099 Folio 922.
ITEM 2	Rent \$1.00 per annum if demanded by the Licensor (which rent is exclusive of GST) payable in such manner as the Licensor shall reasonably determine.
ITEM 3	Common Areas Those portions of the land more particularly delineated as “Yard D” and “Yard Y” in GRO Plan No. 331/2004 for access purposes and car parking purposes in designated areas.
ITEM 4	Initial Term Ten (10) years from 1 December 2024 to 30 November 2034 (subject to any earlier termination of this Agreement pursuant to its terms or by operation of law).
ITEM 5	Renewal Term Ten (10) years commencing on 1 December 2034 and expiring on 30 November 2044.
ITEM 6	Minister’s Proportion <u>Charges for Services</u> (a) Nil or such other percentage as the Licensor and the Minister may from time to time agree in writing. <u>Statutory rates, taxes and charges</u> (b) Nil or such other percentage as the Licensor and the Minister may from time to time agree in writing.
ITEM 7	Notices <i>Licensor:</i> Mid Murray Council PO Box 28 MANNUM SA 5238

Licensee:

Attn: Alison Fox
Principal Land & Leasing Advisor
Level 2, 37 Richmond Road
KESWICK SA 5037

ANNEXURE - PLAN OF THE LICENSED AREA

