LANDOWNER WORKS AND MANAGEMENT AGREEMENT

**Agreement No.**

Parties

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Local Land Services - North Coast (NCLLS)** | | | **Landowner** | | | | | |
| Local Land Services (ABN 57 876 455 969) | | |  | | | | | |
| Address | Level 1, 24 Gordon Street,  Coffs Harbour NSW 2450 | | Address | | |  | | |
| Contact |  | | Contact | | |  | | |
| Email |  | | Email | | |  | | |
| Phone | (02) | | Phone | | |  | | |
| **Property** | | | | | | | | |
| Address |  | | | | | Lot & DP |  | |
| **Primary Project Contractor** | | | | | | | | |
| **Trading Name** | |  | | | | | | |
| **Contact Name** | |  | | | | **Contract No** | |  |
| **Postal address** | |  | | | | | | |
| **Telephone** | |  | | **Email** |  | | | |

# Services

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| This Project will **<briefly describe overall intent or objectives of works on this property - NO MORE THAN THREE LINES>**  The Landowner will support implementation of the activities specified in Schedule A at the site specified in Schedule B. The Landowner will maintain the outcomes of all funded works for a period of 5 years from the date this agreement is signed by both parties.  Other information attached: Schedule A - Project Works; and Schedule B - Site Map |

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| **Works Start Date** |  | **Works End Date** |  |

# Value of Funded Works (excludes In-Kind)

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| --- |
| ex-GST |

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| Signed for **Local Land Services** by: | Signed for the **Landowner** by: |
|  |  |
| **LLS Authorised Officer** | Landowner |
|  |  |
| Name of Authorised Officer | Name |
| Date Signed: | Date Signed: |

**GENERAL TERMS AND CONDITIONS OF AGREEMENT**

1. **The Landowner’s General Obligations.** The Landowner must:

(a) comply with any policies, guidelines and reasonable directions provided by LLS or its Grantee;

(b) obtain any approvals, and pay any fees and charges, required by relevant authorities;

(c) supply all necessary plant, materials and any specific deliverable described in Schedule A to complete the Project;

(d) notify LLS in writing of any intention to sell, transfer, lease or license the Site;

2. **Maintenance and Monitoring.** The Landowner will undertake the Maintenance and Monitoring activities set out in Schedule A on the site for a period of 5 years, commencing on the date this agreement is signed by both parties.

3. **LLS Obligations.** LLS and its agents:

(a) will implement the Project in the manner and at the times set out in Schedule A; and

(b) is not liable to pay the Landowner any additional costs or deliver additional works other than those specified in Schedule A.

4. **Site Access.** The Landowner:

(a) consents to the carrying out of the Works at the Site and any activities incidental to the Project;

(b) gives LLS, its agents and any other Government agencies, reasonable access to the Site for the purposes of completing and inspecting the Project during the Project Period and the Agreement Term.

(c) will not impede, restrict or interfere with the carrying out of the Works.

6. **Conditions of access.** LLS and its agents:

(a) will ensure that the Works are conducted in such a manner so as to cause minimum damage to the surface of the land, vegetation and improvements on the Land;

(b) may enter the Land from any convenient gate or roadway but will use access roads already existing on the Land as far as reasonably possible;

(c) will not construct temporary tracks on the Land except with the consent of the Landowner;

(d) will close or leave open any gates used to gain access to the Land, and gates within the Land, in accordance with any requirements notified by the Landowner to LLS or its agents;

(e) will not interfere with any fences, wells, water pumps, dams or pipelines on the Land without the consent of the Landowner; and

(f) may leave vehicles, machinery and equipment on the Land overnight provided that they are left locked and secure, and they remain the responsibility of LLS and its agents.

7. **Indemnities.** The Landowner indemnifies LLS, the Crown in right of the State of New South Wales and their officers, employees and agents from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by, or made against, any of those indemnified arising directly or indirectly from any Claim by any person as a result of or in connection with:

(a) any breach of this Agreement by the Landowner;

(b) any unlawful or negligent act or omission by the Landowner, its employees or subcontractors in connection with this Agreement;

(c) any illness, injury or death of any person caused or contributed to by the Landowner, its employees or its subcontractors in connection with this Agreement; or

(d) any harm to the environment, any loss of or damage to real or personal property caused or contributed to by the Landowner, its employees or subcontractors in connection with this Agreement.

7.1 The Landowner’s liability to indemnify LLS under this clause:

(a) will be reduced proportionately to the extent that any negligent or unlawful act or omission by LLS, its officers, employees or agents contributed to the relevant loss or liability;

(b) does not exclude or reduce the liability of, or benefit to, a party that may arise by operation of the common law, statute or the other terms of this Agreement.

7.2 No party will be liable to the other party for any Consequential Loss suffered by the other party in any way arising from the Project or the other party’s use of any outcomes of the Project (including any Milestones or deliverables).

8. **Termination.** This Agreement will end on completion of the Project.

9. **Media and publicity.** The Landowner agrees:

(a) that LLS will take sole responsibility for all media announcements regarding the Project;

(b) the Landowner must refer any media enquiries regarding the Project to LLS;

(c) it will not make any publicity releases, media releases and other like announcements with respect to the Project, or publish or otherwise disclose the progress or results of the Project, except with the written approval of LLS.

10. **Survival.** The following clauses survive termination or expiry of this Agreement:

(a) clause 2 (Maintenance and Monitoring);

(b) clause 7 (Indemnities); and

(c) this clause 10 and any other clause which by its nature is intended to survive termination or expiration of this Agreement.

11. **Entire Agreement.** This Agreement states all the express terms agreed by the parties as to the matters referred to in this Agreement. It supersedes all prior contracts, obligations, representations, conduct, agreements and understandings between the parties relating to the subject matter of this Agreement.

12. **Variation.** This Agreement may only be varied by agreement in writing signed by the parties.

13. **Negation of employment, partnership or agency.** Nothing in this agreement creates a relationship between the parties of partnership, employment, principal and agent or of trustee and beneficiary. The parties agree that they have no power or authority to make any commitment on behalf of one another.

15. **Governing Law.** The laws of New South Wales govern this Agreement and the parties submit to the non-exclusive jurisdiction of the courts in that State.

16. **Authority.** The signatories to this agreement hereby personally warrant that they have the express and sufficient authority to execute the Contract on behalf of the party on whose behalf they have signed.

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| Schedule A – Project Works |

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| **Zone** | | **Area Ha** | | **Activity** | **Details** | **Qty** | | **Unit Cost** | | **Total** | | **Expected Completion Date** | | **Responsibility** | | **LLS funds (Ex GST)** | | **Landholder contribution** | | **Total Budget (Ex GST)** | |
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|  |  | |  | |  | |  | |  | |  | |  | | **2015-16** | | **$** | |  | |  |
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| **Measurable Project Outputs** (*Insert additional rows as required to accommodate all Outputs)* | | | | |
| **Output**  **Code** | **Output Description** | **Additional Output Description** | **Measure** | **Planned Completion Date** |
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Schedule B – Site Map