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LICENCE TO OCCUPY  
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**PARTIES:** REDLAND CITY COUNCIL c/- P.O. Box 21 Cleveland Qld 4163 (“Council”)

**AND** LUTHERAN CHURCH OF AUSTRALIA QUEENSLAND DISTRICT c/- PO Box 5257, Victoria Point 4165 (“Licensee”)

**INTRODUCTION**

- A. The Council offers the licensee a licence to occupy and use the Council owned land situated at 7 John Street, Cleveland described as Lot 3 SP143012.
- B. The Parties desire to record the terms of their Licence.


**IT IS AGREED:**

1. *Term:* This licence will operate from 23<sup>rd</sup> November 2016 to 24<sup>th</sup> November 2019. Note that this licence may be cancelled at any time by either party giving three (3) months written notice. The licence is solely for the purposes of operating the St James Lutheran Community Kindergarten and Childcare Centre playground and once this use ceases it will be grounds for terminating the licence to occupy.
2. *Rental:* Not applicable.
3. *Use:* The licensee will occupy and use the land as a playground facility in conjunction with the adjoining child care centre. The licensee will comply with all laws and obtain statutory approvals for the use and operation of the land.
4. *Management:* The management and control of the premises shall be the sole responsibility of the licensee. The licensee will ensure that the occupation and use of the land conforms to all laws, the Planning Scheme, Local Laws and requirements of the Government and keep appropriate records in compliance with same.
5. *Maintenance:* The licensee will keep the land in a neat and tidy condition and is responsible for all general maintenance for the purposes of maintaining the security and integrity of the premises.
6. *Building Work:* the licensee must obtain Council’s written approval for any building work, renovation, drilling or permanent mark to the premises prior to commencement.
7. *Occupant Safety:* The licensee shall ensure that all Workplace Health and Safety regulations are adhered to in respect to the occupancy of the land.
8. *Insurance:* The licensee has the duty of care to the land and will provide insurance for all public liability to the amount of \$20,000,000 and submit copies of policies to Council on demand.
9. *Indemnity and Release:* The licensee indemnifies and releases the Council against all claims, demands, losses, damages, costs and expenses howsoever arising at any time which the Council may incur as a result of this occupation license.
10. *Exclusion:* This permit does not create a lease or any other interest in the subject premises or land.
11. *Holding Over:* If the licensee remains in occupation of the premises after the end of this permit with the consent of the Council, it will do so as a licensee from month to month and the terms of the licence will continue to apply.

12. *Access:* The licensee will not refuse the Council access to the premises and records of the licensee to ensure compliance with the terms of this permit and ensure compliance with building regulations.
13. *Ownership:* The Council will retain ownership of the premises and any improvements.
14. *Representation:* The Council does not represent or warrant that the land is fit and proper for its occupation and use by the licensee and demands the licensee make all enquires to ensure the land is fit and proper and complies with all laws at all times.
15. *Waiver:* No failure or delay on the part of the Council to exercise a right under this licence will operate as a waiver of that right or power.
16. *Dispute:* If any dispute arises out of or in connection with the requirements of this licence, the parties shall promptly meet to discuss with a view to resolving the dispute. If the dispute is unable to be resolved to the satisfaction of both parties, the parties may agree to terminate this Agreement in accordance with clause 1 or otherwise.

**EXECUTED AS AN OCCUPATION LICENCE AGREEMENT.**

SIGNED for and on behalf of  
**REDLAND CITY COUNCIL** as its authorised  
representative:



Signature of Authorised Representative

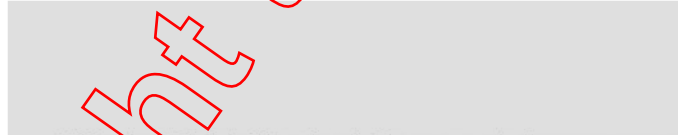
Merv Elliott  
Property Services Manager  
Under Delegated Authority for  
Redland City Council

Name of Authorised Representative

Date

18/1/17

SIGNED for and on behalf of  
**LUTHERAN CHURCH OF AUSTRALIA**  
**QUEENSLAND DISTRICT** as its authorised  
representative:



Signature of Authorised Representative

DAVID DAVID OSCAND  
Name of Authorised Representative

Date

06/02/2017