

**Licence  
Event at Carcoar Dam**

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**WATER NSW**

**NORTH SHORE SPORTING CAR  
CLUB LTD**

***Water NSW***  
PO Box 398  
Parramatta NSW 2124

## Licence for an Event at Carcoar Dam

**DATE** 12 September

2023

### **PARTIES**

**WATER NSW**  
ABN 21 147 934 787  
(Corporation)

**NORTH SHORE SPORTING CAR CLUB LTD**  
ABN 78 000 168 552 (Licensee)

### **Recitals**

- A.** The Corporation manages the stored waters of the Dam identified in item 1 of the Schedule, and its surrounding foreshores for and as delegate of the Minister administering the *Water Management Act 2000*. The Corporation enters this Licence in that capacity.
- B.** The Licensee is the organiser of the event particulars of which are identified in item 2 of the Schedule desires to conduct it at the Dam.
- C.** The Corporation has agreed to permit the Licensee to conduct the event subject to the terms and conditions of this Licence.

### **This Licence witnesses**

### **OPERATIVE PROVISIONS**

#### **1. DEFINITIONS AND INTERPRETATION**

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##### **1.1 Definitions**

The following definitions apply unless the context requires otherwise.

**Dam** has the meaning given in Recital A.

**Event** has the meaning given in Recital B.

**Venue** is the area of the Dam identified in item 3 of the Schedule.

## 1.2 Interpretation

**Headings** are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise.

- (a) The **singular** includes the plural and conversely.
- (b) A **gender** includes all genders.
- (c) Where a **word** or a **phrase** is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a **person** includes a body corporate, an unincorporated body or other entity and conversely.
- (e) A reference to a **Clause** or **Schedule** is to a clause or schedule to this Licence.
- (f) A reference to any **party** to this Licence or any other agreement or document includes the party's successors and permitted assigns.
- (g) A reference to any **agreement** or **document** is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this Licence.
- (h) A reference to any **legislation** or to any provision of any legislation includes any modification or re-enactment of it, any legislative provisions substituted for it and all regulations and statutory instruments issued under it.
- (i) A reference to **dollars** or **\$** is a reference to Australian currency.
- (j) A reference to a **right** or **obligation** of any two or more persons confers that right, or implies that obligation, as the case may be, jointly and severally.
- (k) A reference to **conduct** includes, without limitation, any omission, statement or undertaking, whether or not in writing.
- (l) In addition to and without limiting any provision of this Licence expressly providing therefor, any obligation, duty or action required to be undertaken by the Licensee under this Licence shall be undertaken at the Licensee's cost and expense.
- (m) Each release and indemnity in this Licence:
  - (i) is a continuing obligation;
  - (ii) is a separate and independent obligation; and
  - (iii) does not merge on completion, and survives termination or discharge of this Licence.
- (n) Any **permission** that may be given hereunder, may be given subject to conditions.

A written communication includes a notice by facsimile transmission.

## **2. PERMISSION TO OCCUPY VENUE AND TERM**

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### **2.1 Grant of Licence**

Subject to the terms and conditions of this Licence, the Corporation hereby grants to the Licensee:

- (a) a non exclusive licence to enter upon and use the Venue for the sole purpose of conducting the Event; and
- (b) further leave and licence to allow its servants, agents and invitees to enter and use the Venue for the sole purpose of assisting/participating in the conduct of the Event.
- (c) access is restricted only to the area shown at item 3 of the Schedule.

The Licensee may not impose any charge for entry to the Venue.

### **2.2 Term of Licence**

This Licence shall commence and complete on the dates identified in item 4 of the Schedule, unless sooner determined in accordance with the provisions of this Licence.

## **3. LICENSEE'S COVENANTS**

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### **3.1 Not to permit nuisance**

The Licensee shall not do or permit or suffer anything in or upon the Venue which may be or become a nuisance or annoyance or cause of damage to the Corporation or to the owners or occupiers of other property in the neighborhood. The Licensee further agrees that in staging the Event, it shall ensure that the use and enjoyment of the Dam by other people will not be prevented, unduly interfered with, or adversely affected.

### **3.2 Not to injure foreshores of Dam**

The Licensee shall not do or permit or suffer anything which may damage or injure to the banks or the foreshores of the Dam or any property of the Corporation situated at the Venue.

### **3.3 Safety precautions**

The Licensee shall at its own cost:

- (a) provide, erect and maintain all barricades, guards, fencing , temporary works, signs, traffic and parking controls and toilet and garbage facilities necessary for the protection, safety and comfort of the public and others who may attend the Event and clean up and remove same immediately upon completion of the Event; and

- (b) immediately make good any and all damage caused by it or people attending the Event to the Dam or to any of the Corporation's property, works or fixtures.

### **3.4 Licensee to meet costs**

If the Licensee does not comply with the provisions of clause 3(3)(a) and/or (b), then in addition to any other right or remedy it may have, the Corporation may:

- (a) remove and dispose of anything left at the Venue by the Licensee (without incurring any liability therefor to the Licensee) and/or
- (b) clean up and/or repair damage to its property, works or fixtures,

and recover from the Licensee all costs and expenses which it reasonably incurs in so doing.

The Corporation may undertake emergency pollution control measures arising from the activities of the Licensee and recover the cost of doing so from the Licensee.

### **3.5 Supervision of Event**

The Licensee must:

- (a) provide a proper number of attendants and stewards for the efficient supervision of the Event and for the safety thereof and the preservation of order; and
- (b) at all times take and exercise proper and sufficient care and precautions and affect such measures as are reasonably necessary to prevent the occurrence of accident, injury or damage to any person or to the property of the Corporation or any other person at the Venue.

### **3.6 Compliance with laws**

The Licensee must have obtained all consents for the conduct of the Event, (including without limitation, from NSW Maritime) and must comply in all respects with the requirements of any relevant Acts of Parliament, rules, regulations, by-laws and lawful directions of the Commonwealth, State or of any competent local or special authority.

### **3.7 Suitability of Venue**

The Licensee acknowledges and agrees that:

- (a) the Event will be conducted at its own risk;
- (b) the waters of the Dam may fluctuate, contain concealed objects and may not be maintained at levels suitable for the Event;
- (c) the Dam and access to its waters may be closed by the Corporation at any time when in the sole discretion of the Corporation, it is necessary or desirable to do so;

- (d) it has relied upon its own investigations as to the suitability and safety of the Venue for the conduct of the Event; and
- (e) the Corporation makes no representation and gives no warranty with respect to the suitability or safety of the Venue, but relies upon the Licensee to ensure that the Event can and shall be conducted safely.

### **3.8 Release**

The Licensee hereby releases and discharges the Minister administering the *Water Management Act 2000*, the Water Administration Ministerial Corporation, the Corporation, the State of NSW and their servants, employees agents and contractors from all proceeding, claims, demands, accounts, compensation, interest, damages, costs (including legal costs), and charges or suits of every kind which the Licensee (or any person entitled to claim through the Licensee), whether at law or in equity, under statute or otherwise may now or at any time hereafter have in respect of any accident, or bodily injury, (including death), or damage to or destruction or loss of any property of the Licensee, arising from or in any way connected with the Event and/or the Licensee's use of the Venue.

### **3.9 Indemnity**

On demand, the Licensee shall indemnify the Minister administering the *Water Management Act 2000*, the Water Administration Ministerial Corporation, the Corporation, the State of NSW and their servant, employees, agents and contractors, (each being referred to individually as "*Indemnified Party*", against all liability, (including legal costs), for or in respect of physical injury (including death) to any person (including participants in the Event), or damage to property arising directly or indirectly out of any negligent act or omission or willful wrongdoing of the Licensee, its employees, servants, agents contractors or participants in the Event, done or omitted to be done in connection with the Event and/or the Licensee's use of the Venue.

The Licensee's obligation to indemnify an Indemnified Party will survive the expiration or termination of this Licence.

## **4. TERMINATION**

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Without limiting any other right of termination at law it may have, the Corporation may upon any reasonable grounds terminate this Licence or direct the Licensee to cease conducting the Event upon giving notice to the Licensee, without being liable for any damages, costs, or claims for compensation in so doing. Notice of termination may be written or given verbally by an authorised officer of the Corporation.

## **5. INSURANCE**

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Prior to the commencement of the Event, the Licensee must obtain and provide the Corporation with evidence of a policy of Public Liability Insurance in the amount of \$20 million in respect of any single occurrence which notes the interest of the Corporation and the State of NSW as a co-insureds.

## **6. CORPORATION'S DIRECTIONS**

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The parties agree that the Corporation does not supervise the orderly conduct of the Event, but the Licensee must nonetheless comply with any directions given by any person in that behalf authorised by the Corporation with respect to any matter connected with the conduct of the Event which directly or indirectly affects the Corporation's management of the Dam (including without limitation its stored waters), other activities occurring on the Corporation's assets or managed land and the Venue itself.

The Corporation requires Supervisors of the Event to be inducted by a Water NSW Officer.

## **7. POLLUTION CONTROL STATEMENT**

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If identified at item 5 of the Schedule, the Licensee must prior to commencement of the Event:

- (a) provide the Corporation with a written method statement for the control of pollution at the Venue/Dam for the approval of the Corporation; and
- (b) ensure that it complies with all aspects of that approved method statement.

## **8. AUDIT**

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The Corporation may at its discretion conduct an audit of the Event to ensure that the Licensee is complying with Work Health and Safety (WHS) and environmental commitments set out in item 6 of the Schedule

## **9. MISCELLANEOUS**

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### **9.1 Further assurances**

Each party shall take all steps, execute all documents and do everything reasonably required by the other to give effect to any of the transactions contemplated by this Licence.

### **9.2 Amendment**

This Licence may be amended only by another Licence executed by all parties who may be affected by the amendment.

### **9.3 Assignment**

The rights and obligations of each party under this Licence are personal. They cannot be assigned, charged or otherwise dealt with (including without limitation the granting of security interest over those rights and obligations), and no party shall attempt or purport to so, without the prior written consent of the other.

### **9.4 No waiver**

No failure to exercise and no delay in exercising any right, power or remedy under this Licence will operate as a waiver. Nor will any single or partial exercise of any right, or

power or remedy preclude any other or further exercise of that or any other right, power or remedy.

**8.5 No merger**

The rights and obligations of the parties will not merge on completion of any transaction under this Licence. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any transaction.

**9.6 Governing law**


The laws of New South Wales govern this Licence. The parties submit to the exclusive jurisdiction of the courts there.

**Executed as a Licence**

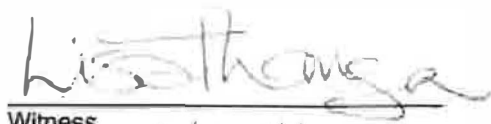
Signed sealed and delivered )  
for and on behalf of )  
**WATER NSW** )  
by )




Witness  
Print Name: S WHEW

  
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Authorised Signatory  
Print Name: Steven Hanson

Signed sealed and delivered )  
for and on behalf of )  
**North Shore Sporting** )  
**Car Club Ltd** )  
by )



Witness  
Print Name: Lisa Thomson

  
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Authorised Signatory  
Print Name: Lisa Thomson



## SCHEDULE 1

<b>Item 1</b>	Name of Dam:	Carcoar Dam
<b>Item 2</b>	Event:	Bathurst Rally
	estimated number of participants:	70
	estimated number of onlookers:	Spectators will not have access to this area. Event Officials will be stationed at the start of Carcoar Road (which is not within WaterNSW property) and at the end of the stage which does fall within the property. Officials will also be stationed mid stage to monitor the competitors progress and report any incidents.
	hours during which Event	Day 1: From 9:00am until 4:30pm
	First Aid arrangements:	Private Medical Contractors, JW Motorsport Services on the ground at the event site with a minimum of 2 trained staff. Paramedic to primarily look after the competitors and officials of the event.
	estimated number of vehicles/boats:	70 Vehicles.
	have local police been notified:	Yes.
<b>Item 3</b>	Venue:	We will be using the road section only as per the following google map of the event: <a href="https://www.google.com/maps/d/edit?mid=18E5csYuK34QezgcD1YEqBtmyVPdcaFE&amp;usp=sharing">https://www.google.com/maps/d/edit?mid=18E5csYuK34QezgcD1YEqBtmyVPdcaFE&amp;usp=sharing</a> . Officials and the medical team will be placed along the road in safe areas to monitor competitors.  Course will now finish the competitive stage before the Dam. The finish of the competitive stage is a point where all vehicles must stop and hand their control card to an official, meaning that all cars will come to a complete stop. The rally will then proceed across the dam wall under public road conditions. This will be a non-competitive section, meaning that all road rules will apply, however we will also mandate a 40km restricted quiet zone for the rally cars from the stop point of the stage until the camping area.
<b>Item 4</b>	First day of Licence:	Saturday 23 September 2023
	Last day of Licence:	Saturday 23 September 2023
<b>Item 5</b>	Method statement for pollution control:	We don't believe any pollution will occur outside of the normal pollution created by vehicles travelling on the road section during a normal day. If, by chance, a vehicle breaks down and leaks any fluid onto the road section or surrounds, we will notify Water NSW. A suitable spill

kit will be used, and we will notify Water NSW of any incidents near the dam or on the property.

**Item 6**

Work Health and Safety (WHS) and Environmental commitments: please provide details: WHS and Environmental Commitments are addressed in the event Supplementary Regulations. When a competitor enters the event, they agree to abide to the Motorsport Australia Rules and all items specified in the Event Supplementary Regulations. The Event Supplementary Regulations are in the process of being approved by Motorsport Australia. The section pertaining to WHS particularly focusses on the Service Park and refuelling – but none of that will take place on the Carcoar Dam Property. Here is a copy of the requirements for your records:

**WORKPLACE HEALTH & SAFETY ADVICE FOR ENTRANTS & SERVICE CREWS**

All personnel are asked to assess the risks associated with any practice that they are involved with and take action to minimise the potential injury to themselves and any other personnel.

Please observe the following rules to assist our event to be a safe one.

- No smoking within the service park. Smoking (which includes e-cigarettes and “vaping”) and any naked flame is prohibited within 3 metres of any refuelling/defueling operation.
- Use a liquid proof ground sheet beneath the car during all servicing and re-fuelling operations
- Jack stands must be used when working under vehicle
- Suitable fire extinguisher required to be readily available when refuelling

Prior to the event, please consider how the above will impact all aspects of your team's involvement and come prepared to comply with the provisions on the day of the event. Non-compliance places the safety, health and wellbeing of yourselves, other crews, officials and volunteers at risk.

The Event Official stationed on the property will have a suitable spill kit and will inform Event HQ via radio of any incidents that occur. If any of these incidents are an environmental concern, authorities and Water NSW will be informed.

Please provide us with the appropriate contact details for the reporting of afterhours incidents.

Also attached to the email is a document that is included in every Event Officials pack that outlines the Event Officials WHS advice and instructions. This document is from an event we ran in Batemans Bay last month. The document will be updated with all the relevant information for the Bathurst Rally once it is finalised.