

PERMIT

Schedule

Particulars

Item	Description	Detail
1.	Permit Holder	[Insert]
2.	Permit Holder Details Physical Address: Postal Address: Primary contact name: Primary contact number: Primary contact email address:	[Insert]
3.	Operation (trade or commerce permitted) / Permitted Use	Conduct of tours in any Park (where a tour is any organised tour conducted on a commercial basis).
4.	Commencement Date	[Insert]
5.	Expiry Date	[Insert]
6.	Fee	[Frequent / Infrequent Park Use Fee] (as defined in condition 1.1(l) and 1.1(m)).
7.	Payment method	<p>The Permit Holder must pay the fee referred to in Item 6:</p> <p>(a) for the first year of the Term, before the Commencement Date and thereafter before each anniversary of the Commencement Date; and</p> <p>(b) by one of the following methods:</p> <ol style="list-style-type: none"> credit card cheque EFTPOS or cash; or on-line form <p>Payments made by credit card can be made by completing the on-line form. The on-line form is available at the following website: https://nt.gov.au/leisure/parks-reserves/permits-for-parks/permits-for-tour-operators-in-parks</p> <p>Payments made by cheque should be made out to the “Parks and Wildlife Commission of the NT” and posted or hand delivered to the Permits Office (see Item 10).</p> <p>Payments by EFTPOS or cash can be made directly at the Permits Office (see Item 10).</p>
8.	Park	<p>Any park or reserve to which the <i>Territory Parks and Wildlife Conservation By-laws</i> (NT) apply, excluding:</p> <ol style="list-style-type: none"> Channel Point Coastal Reserve; and Garig Gunak Barlu National Park.

9.	Permit Area	<p>The Permit Area for any Park is any area of that Park that is open to the general public from time to time excluding:</p> <p>(a) in the case of Nitmiluk (Katherine Gorge) National Park, those areas of the Park which form part of the Jatbula Trail; and</p> <p>(b) in the case of Tjoritja / West MacDonnell National Park and Alice Springs Telegraph Station Historical Reserve, those areas of the Parks which form part of the Larapinta Trail.</p>
10.	Commission's Notice Details Attention: Physical Address: Postal Address: Contact Number: Email: Fax Number:	<p>Permits Office</p> <p>Jape Homemaker Village, Level 1 JHV2, 356 Bagot Road, Millner NT 0810</p> <p>GPO Box 1448, Darwin NT 0801</p> <p>(08) 8999 4419</p> <p>pwpermits@nt.gov.au</p> <p>(08) 8999 4524</p>
11.	Corporation's Notice Details Attention: Physical Address: Postal Address: Contact Number: Email: Fax Number:	<p>Executive Officer – Conservation Land Corporation</p> <p>Tom Hare Building, Alice Springs NT 0870</p> <p>PO Box 513, Alice Springs NT 0871</p> <p>08 8951 8212</p> <p>Conservation.landcorp@nt.gov.au</p> <p>08 8951 8290</p>

1. Defined Terms and Interpretation

1.1 Defined terms

In this Permit:

- (a) **Business Day** means a day that is not a Saturday or Sunday, bank holiday or public holiday in Darwin, Northern Territory, Australia.
- (b) **Business Hours** means hours within a Business Day.
- (c) **Change of Control Event** means, in relation to the Permit Holder, where the Permit Holder is a corporation not having shares listed on a Stock Exchange in Australia, the following circumstances:
 - (i) any sale, transfer or other disposition whatsoever of the shares in the capital of the Permit Holder or any issue or allotment of any new shares in the capital of the Permit Holder or the happening of any other matter or event whatsoever the effect of which is to transfer directly or indirectly the effective ownership, management or control of the Permit Holder; or
 - (ii) if any of the events referred to in condition 1.1(c)(i) occur to any holding company (as defined in *Corporations Act 2001*) of the Permit Holder or any ultimate holding company of the Permit Holder.

For the purposes of this definition, “control” has the meaning given in section 50AA of the *Corporations Act*.

- (d) **Commencement Date** means the date at Item 4.
- (e) **Commission** means the Parks and Wildlife Commission of the Northern Territory established by the *Parks and Wildlife Commission Act* (NT).
- (f) **Corporation** means the Conservation Land Corporation established by the *Parks and Wildlife Commission Act* (NT).
- (g) **Customer** means a customer or invitee of the Permit Holder in connection with the Operation.
- (h) **Deed** means the deed poll described in condition 2.1.
- (i) **Employee** means any employee, officer, agent or contractor (including any sub-contractor) of the Permit Holder.
- (j) **Environmental Harm** has the meaning given in the *Waste Management and Pollution Control Act* (NT).
- (k) **Expiry Date** means the date at Item 5.
- (l) **Frequent Park Use Fee** means the sum of \$500.00 for each year (as that term is defined in condition 4.1(a)), or part thereof, of the Term.
- (m) **Infrequent Park Use Fee** means the sum of \$100.00 for each year (as that term is defined in condition 4.1(a)), or part thereof, of the Term.
- (n) **Item** means an Item in the Particulars section of this Permit.
- (o) **Operation** means that activity described at Item 3.
- (p) **Park** means the park or reserve described at Item 8.
- (q) **Park Visit** means a visit to any Park that:
 - (i) commences when the Permit Holder (or any Employee) enters that Park; and
 - (ii) concludes when the Permit Holder (or the same Employee) leaves that Park,for the purposes of conducting a tour as part of the Operation. For the avoidance of doubt, a new Park Visit commences in circumstances where a Permit Holder enters a Park from an adjoining Park.
- (r) **Permit** means the permit issued to the Permit Holder by the Commission under by-law 13 of the *Territory Parks and Wildlife Conservation By-laws* (NT) in respect of the Operation.
- (s) **Permit Area** means that area of the Park as described or indicated in Item 9.
- (t) **Permit Holder** means the person identified in Item 1.
- (u) **Plan of Management** means a plan of management in force pursuant to section 19 or Division 4 of Part III of the *Territory Parks and Wildlife Conservation Act* (NT), and to the extent the Permit Area or any part thereof is within the Nitmiluk (Katherine Gorge) National Park, means a plan of management within the meaning of the *Nitmiluk (Katherine Gorge) National Park Act* (NT).
- (v) **Promotional Material** means material in any form, including electronic, hard-copy, verbal, visual or other forms (whether in writing or otherwise) that is used by the Permit Holder for the purposes of promoting, marketing or advertising the Operation.

- (w) **Records** means any or all documents, information or data in any form kept, maintained or created by the Permit Holder which is relevant in any way to the Operation, including the Permit Holder's accounting records and records related to the Statement.
- (x) **Rules of Operation** means those rules (if any) set out in the Special Conditions and titled 'Rules of Operation'.
- (y) **Sacred Site** has the meaning given in the *Northern Territory Aboriginal Sacred Sites Act* (NT).
- (z) **Special Conditions** means those conditions (if any) set out in Attachment A.
- (aa) **Statement** has the meaning given in condition 5.7.
- (bb) **Term** means the term described in condition 3.

1.2 Interpretation

In this Permit, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a condition, paragraph, schedule, attachment or annexure is to a condition or paragraph of, or schedule, attachment or annexure to, the Permit;
- (d) a reference to the Permit includes any condition, paragraph, schedule, attachment or annexure;
- (e) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (f) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (g) a reference to time is to Darwin, Australia time;
- (h) a reference to the Permit Holder includes the Permit Holder's executors, administrators, successors and permitted assigns and substitutes;
- (i) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (j) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (k) a word or expression defined in the *Corporations Act* (Cth) has the meaning given to it in the *Corporations Act* (Cth);
- (l) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (m) if a day on or by which an obligation must be performed, an event must occur or payment is to be made is not a Business Day, the obligation must be performed, the event must occur or the payment must be made on or by the next Business Day.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2. The Deed

2.1 Entry into the Deed

- (a) The Permit Holder must:
 - (i) execute the Deed included as Attachment B to this Permit (**Deed**) in favour of the Commission, the Northern Territory of Australia, and if applicable, the Conservation Land Corporation; and
 - (ii) return an executed copy of the Deed to the Commission:
 - A. prior to the Commencement Date; or
 - B. with the prior written agreement of the Commission, which may be given in the Commission's absolute discretion, within the time frame required by the Commission.
- (b) In the event that the Permit Holder fails to return an executed copy of the Deed to the Commission within the timeframe required by the Commission under condition 2.1(a)(ii)B, the Commission may revoke this Permit pursuant to section 43 of the *Interpretation Act* (NT).

2.2 Breach of the Deed

- (a) The Permit Holder must comply with any requirement, obligation or prohibition imposed on the Permit Holder under the Deed.
- (b) Any breach of a clause of the Deed by the Permit Holder will be taken to be a breach of a condition of this Permit and may, without prejudice to any other rights available to the Commission at law or in equity, result in the Commission taking action to repeal, rescind or revoke this Permit in accordance with section 43 of the *Interpretation Act* (NT).

3. Term of Permit

This Permit starts on the Commencement Date and, unless surrendered by the Permit Holder or repealed, rescinded or revoked earlier in accordance with section 43 of the *Interpretation Act* (NT), will expire on the Expiry Date.

4. Fees and Charges

4.1 Fees

- (a) In this condition, **Year** means the period commencing on the Commencement Date and expiring on the next anniversary of the Commencement Date (and thereafter the period commencing on the anniversary of the Commencement Date and expiring on the next anniversary of the Commencement Date).
- (b) The Permit Holder must pay the fee specified in Item 6 on the terms set out in Item 7.
- (c) If the fee specified in Item 6 is a Frequent Park Use Fee, the Permit Holder may conduct any number of Park Visits during the Term.
- (d) If the fee specified in Item 6 is an Infrequent Park Use Fee, the Permit Holder may conduct a maximum of four Park Visits during each Year.
- (e) If the fee specified in Item 6 is an Infrequent Park Use Fee and the Permit Holder will conduct more than four Park Visits during a Year, the Permit Holder must:

- (i) notify the Commission that the Permit Holder will conduct more than four Park Visits; and
- (ii) pay to the Commission, in a manner specified in Item 7, the amount of \$400.00, at least two Business Days before the Permit Holder conducts the fifth Park Visit.
- (f) The Permit Holder must, in addition to the fee specified in Item 6, pay any fee, charge or other amount payable in connection with the Operation pursuant to the *Territory Parks and Wildlife Conservation Act* (NT), the *Territory Parks and Wildlife Conservation By-laws* (NT) or any other law in force in the Northern Territory, including any camping fees or entry fees applicable in any Park.

4.2 Interest

- (a) If any amount due under or payable to the Commission pursuant to this Permit is unpaid for seven days after the date when it became due, the Permit Holder must pay to the Commission on demand interest on the outstanding amount at a rate equal to the 90 Day Bank Bill Swap rate that is published by the Australian Financial Markets Association on 1 June in the financial year preceding the date of any payment under this Permit becoming overdue.
- (b) Interest will accrue from the date when the amount became due until the date when the amount and interest are actually paid.

5. Operation

5.1 Use of the Permit Area

The Permit Holder must:

- (a) not use or permit the use of the Permit Area other than for the Operation;
- (b) not use or permit the use of the Permit Area for the Operation at any time when the Permit Area is not open to the general public;
- (c) not conduct the Operation or allow the Operation to be conducted in any part of any Park other than the Permit Area;
- (d) not do or permit to be done anything which might be or become unlawful, immoral or an annoyance, nuisance, potentially harmful or a danger to the other users of any Park, including any Customer; and
- (e) not restrict the use of any facilities located in any Permit Area.

5.2 General Rules of Operation

In conducting the Operation, the Permit Holder:

- (a) must obey all laws, regulations and by-laws applicable in any Park and any Plan of Management for a Park;
- (b) must comply with any Special Conditions, including the Rules of Operation;
- (c) must ensure that a copy of the Permit:
 - (i) is kept in each vehicle used by the Permit Holder or its Employees in connection with the Operation whilst that vehicle is in any Park; and
 - (ii) is, when requested by any officer, employee or agent of the Commission, as soon as reasonably practicable produced for inspection by that officer, employee or agent of the Commission;

- (d) must comply with any direction, notice, guideline or other information relating to any safety, operational, behavioural or other matter relating to any Park which may be given to the Permit Holder by the Commission or an employee of the Commission as though the direction, notice, guideline or other information were a condition of this Permit;
- (e) must ensure its Customers and Employees comply with any direction, notice, guideline or other information referred to in condition 5.2(d) as though the direction, notice, guideline or other information were a condition of this Permit;
- (f) must comply with and must ensure its Employees and Customers comply with any safety information or direction displayed on any signage at any Park;
- (g) prior to entering any Park in connection with the Operation, must inform its Customers (in verbal or written form as appropriate) of:
 - (i) any safety information or direction which is displayed on any signage at the Park;
 - (ii) any Park specific safety information which has previously been advised by the Commission to the Permit Holder;
 - (iii) any significant hazards or risks that its Customers may experience or encounter whilst in the Park and methods of reducing or eliminating such hazards or risks; and
 - (iv) any local climatic conditions which might affect its Customers' safety, health, or wellbeing while in the Park;
- (h) must ensure that each Customer:
 - (i) has sufficient potable water to consume while the Customer is undertaking a tour in any Park; and
 - (ii) is appropriately prepared and equipped to undertake a tour in any Park, which may require consideration of the Customer's clothing, footwear, physical capacity and the availability of any necessary safety equipment;
- (i) must not, without the prior written approval of the Commission, enter any area of any Park (including any track or road) that is not open to the general public;
- (j) must provide to the Commission such information relating to the Operation (including in writing if requested) as is reasonably requested by the Commission; and
- (k) must carry an operational emergency communication device at all times. For the avoidance of doubt, when conducting the Operation in an area outside a mobile phone coverage area and where access to that area is by unsealed road only, an emergency communication device means a device such as a satellite phone, EPIRB or Personal Location Beacon.

5.3 Carrying on the Operation

- (a) The Permit Holder must obtain written approval from the Commission prior to:
 - (i) the registration of any business name containing:
 - A. the words "Commission" or "Park"; or
 - B. any word or words which are the same as any park in respect of which a declaration has been made under section 12 or section 24 of the *Territory Parks and Wildlife Conservation Act* (NT); or

- (ii) appointing any director of the Permit Holder.
- (b) The Permit Holder must not represent or purport to represent that the Permit Holder is a representative or agent of the Commission or is in any way endorsed by the Commission.
- (c) The Permit Holder must ensure that any fees or charges it imposes on Customers in relation to the Operation are reasonable with reference to market conditions.
- (d) The Permit Holder must, if requested by the Commission, provide the details of all:
 - (i) shareholders and directors of;
 - (ii) persons who have the power to control;
 - (iii) persons who actually control;
 - (iv) persons who have in the previous three years received economic benefit from (including by way of dividends or distributions); and
 - (v) persons and entities within the structure (including any beneficiaries of any trusts) of,
 the Permit Holder from time to time.

5.4 Awareness and Advertising

- (a) The Permit Holder must:
 - (i) take reasonable steps to ensure that Customers are aware of and obey all laws, regulations and by-laws applicable in any Park and the Plan of Management for a Park; and
 - (ii) report to the Commission any breaches of such laws, regulations and by-laws which come to the attention of the Permit Holder or its Employees within 48 hours of any breach first coming to the attention of the Permit Holder or its Employees.
- (b) The Permit Holder must supply printed information (in a form and of a standard approved by the Commission) to Customers as required by the Commission from time to time to assist in the proper and efficient management of any Park. Such information may include Park laws, regulations and by-laws, user guides, interpretation information, standards of behaviour, and safety procedures.
- (c) The Permit Holder must not erect, affix, or display any structure, object, sign, notice announcement, advertisement or display (**Signs**) within any Park without the prior written permission of the Commission and any consent required from any governmental or local authority, agency or other entity.
- (d) At the Expiry Date or surrender, repeal, rescission or revocation of this Permit, the Permit Holder must remove or paint over any Signs and reinstate the area on or to which the Signs were erected, affixed or displayed to the same condition as existed before such Signs were erected, affixed or displayed.
- (e) The following applies to Promotional Material in respect of the Operation:
 - (i) the Permit Holder must not use or permit the use of any Promotional Material which depicts activities that are or that may potentially be:
 - A. dangerous or that pose a risk to the health or safety of any person in a Park;
 - or

- B. contrary to any law, regulation or by-law or Plan of Management applying to a Park or any signage at the Park or any direction given to the Permit Holder by the Commission or an employee of the Commission in relation to the Park;
- (ii) the Permit Holder must provide the Commission upon request with copies of the Promotional Material relating to the Operation, including that produced by any other party concerning the products or services offered by the Permit Holder and of which the Permit Holder has knowledge of or could reasonably be expected to have knowledge, and the Commission may give the Permit Holder reasonable directions in relation to the Promotional Material;
- (iii) the Permit Holder undertakes that any Promotional Material for a tour conducted as part of the Operation will be in harmony with the purpose for which any Park that will be visited as part of that tour is being managed;
- (iv) no Promotional Material relating to Aboriginal culture may be published without the prior written agreement of the Commission; and
- (v) where the Commission considers that any Promotional Material relating to Aboriginal culture denigrates, or is derogatory of Aboriginal culture or history or involves a material misrepresentation of any kind, whether innocent or otherwise, written notice will be given to the Permit Holder and the Permit Holder must meet with the Commission or its representative to discuss the matter and the Permit Holder must, if directed by the Commission, withdraw the Material and make an apology to the relevant Aboriginal person or group and/or publish a written retraction to the satisfaction of the Commission acting reasonably.
- (f) The Permit Holder must not encourage or permit any person, including any Customer, to depict, display, announce or otherwise describe:
 - (i) any activity carried out in a Park that is or that may potentially be dangerous; or
 - (ii) that poses a risk to the health or safety of any person in a Park,on any media, including any social media, or other public forum used by the Permit Holder in connection with the Operation.

5.5 Employees

- (a) The Permit Holder must ensure that it, any Employee, or any person approved to carry on the Operation under condition 14.2(c):
 - (i) complies with this Permit;
 - (ii) complies with any direction, request, notice or information made or given by the Commission to the Permit Holder or its Employees in accordance with this Permit;
 - (iii) is aware of and obeys all laws, regulations and by-laws applicable in a Park;
 - (iv) has not been found guilty of any offence against the *Territory Parks and Wildlife Conservation Act* (NT) or the *Territory Parks and Wildlife Conservation By-laws* (NT) or another law of the Northern Territory, the Commonwealth or a State or Territory that relates to the protection, conservation or management of native species within the five years immediately preceding the Commencement Date;

- (v) does not do or permit to be done anything which might be or become unlawful, immoral or an annoyance, nuisance, potentially harmful or a danger to the other users of any Park, including any Customer;
 - (vi) maintains a neat, tidy and appropriate standard of dress at all times;
 - (vii) is not intoxicated by alcohol or under the influence of any illegal drugs whilst carrying out their duties; and
 - (viii) is not affected by any medication which is likely to impair their ability to conduct the Operation in a manner that ensures, as far as is reasonably practicable, the safety, health and wellbeing of Customers and other persons in a Park.
- (b) For avoidance of doubt, the Permit Holder acknowledges that the Commission may give a direction to the Permit Holder that the Permit Holder must not allow a specified Employee to conduct tours in any or all Parks in connection with the Operation if the Commission (acting reasonably) considers that the specified Employee has:
- (i) contravened any condition of this Permit; or
 - (ii) is not a fit and proper person to conduct tours in any or all Parks.
- (c) The Permit Holder must comply with any direction made under condition 5.5(b) as though that direction were a condition of this Permit.

5.6 Vehicles and Equipment

- (a) The Permit Holder must not drive, nor permit any of its Employees or Customers to drive, any vehicle (**Permit Holder Vehicles**) within a Park except on the established roads and parking areas within the Park or on such other areas as the Commission may from time to time approve in writing.
- (b) The Permit Holder must maintain all:
- (i) Permit Holder Vehicles;
 - (ii) vessels and aircraft;
 - (iii) storage facilities (including shipping containers); and
 - (iv) other machinery (including chainsaws, mowers, whipper snippers and the like),
- used in the conduct of the Operation (**Equipment**) in a safe and sound condition in accordance with all relevant safety standards and laws.
- (c) The Permit Holder must ensure that all Equipment entering any Park is free of any plants, weeds or seeds which are not native to that Park (**Weeds**).
- (d) The Commission reserves its right to:
- (i) inspect any Equipment prior to entry to a Park or whilst the Equipment is in a Park; and
 - (ii) refuse entry to a Park, or require the removal from a Park, of any Equipment which, in the reasonable opinion of the Commission, may be a threat to that Park as a result of exposure of the Equipment to any Weeds.

- (e) The Commission may at any time arrange an inspection of the Equipment to ensure compliance with the Permit Holder's obligations, and the Permit Holder must co-operate in such inspections and make the Equipment available for inspection.
- (f) The Permit Holder must, at its own cost, clean any Equipment in respect of which:
 - (i) the Commission has refused entry into a Park or has required to be removed from a Park pursuant to condition 5.6(d); and
 - (ii) the Permit Holder wants to bring into any Park on a future occasion.
- (g) The Permit Holder must ensure that each of the Permit Holder Vehicles and any vessels or aircrafts it uses in the conduct of the Operation has an identification number and is kept in a clean, tidy and corrosion free condition.
- (h) The Permit Holder must ensure that each of the Permit Holder Vehicles and any vessels or aircrafts it uses in the conduct of the Operation are registered and insured in accordance with any applicable law in force in the Northern Territory and the Permit Holder or any Employee or Customer who operates a Permit Holder Vehicle or any vessel or aircraft in the conduct of the Operation holds any licence required by law to operate that vehicle.
- (i) The Permit Holder acknowledges and agrees that the Commission reserves its right to refuse entry to a Park, require the removal from a Park or require the cleaning and decontamination of any Equipment which, in the reasonable opinion of the Commission, may be a threat to a Park as a result of exposure of the Equipment to any Weeds. The Permit Holder agrees it shall have no claim whatsoever against the Commission where any Equipment is refused entry to, or is required to be removed from, a Park or is required to be cleaned and decontaminated.
- (j) All Equipment storage locations including moorings must be as agreed in writing by the Commission, from time to time.

5.7 Statement

- (a) The Permit Holder must submit to the Commission a statement (**Statement**) in the form at Attachment C:
 - (i) within 20 Business Days after 31 March in each year during the Term (regardless of the Commencement Date); and
 - (ii) upon the Expiry Date, surrender by the Permit Holder or repeal, rescission or revocation of this Permit pursuant to section 43 of the *Interpretation Act* (NT).
- (b) The Statement must:
 - (i) include all of the information specified in the form at Attachment C;
 - (ii) be certified by the Permit Holder as true and correct; and
 - (iii) if reasonably requested in writing by the Commission include any further information so requested.
- (c) The Permit Holder must allow the Commission, upon reasonable notice, to inspect the Records of the Permit Holder and at the sole discretion of the Commission conduct an audit of the Records or any Statement.

6. Fixtures and Restoration

6.1 Fixtures

- (a) The Permit Holder must not erect any structure on any part of any Park except with the written approval of the Commission or as permitted under the *Territory Parks and Wildlife Conservation By-laws* (NT).
- (b) The Permit Holder acknowledges and agrees that any building, fixture, fitting, plant, equipment, structure, improvement, sign, chattel or other property that is erected, installed, constructed, brought onto or affixed to the Permit Area by or on behalf of the Permit Holder before or during the Term, are the property of and remain owned by the Permit Holder and the Permit Holder is responsible for their maintenance, repair, modification, improvement and replacement for the duration of the Term.

6.2 Restoration

Unless and to the extent otherwise agreed by the Commission, the Permit Holder must, at no cost to the Commission:

- (a) remove any building, fixture, fitting, plant, equipment, structure, improvement, sign, chattel or other property that is erected, installed, constructed, brought onto or affixed to a Park by the Permit Holder (with or without the Commission's prior permission); and
- (b) rehabilitate any part of a Park affected by such removal to the satisfaction of the Commission,

within 10 days of the expiration, surrender by the Permit Holder or repeal, rescission or revocation of this Permit.

7. Environment

- (a) The Permit Holder warrants that in conducting the Operation the Permit Holder will:
 - (i) comply with all laws in force in the Northern Territory;
 - (ii) comply with any by-laws, rules, Plan of Management or similar in force with respect to any Park or Permit Area;
 - (iii) comply with all directions given by the Commission or the Commission's employees in respect of any Park or Permit Area;
 - (iv) use reasonable endeavours to ensure minimal environmental impact is caused to any Park;
 - (v) not introduce any plants, animals or soil to any Park unless approved by the Commission in writing;
 - (vi) subject to any licence or permit from the Commission permitting otherwise, not feed, bait, take or otherwise interfere with wildlife as defined in the *Territory Parks and Wildlife Conservation Act* (NT);
 - (vii) not create or contribute to soil erosion;
 - (viii) not use soaps, detergent or any other polluting matter or thing in a waterway or watercourse;
 - (ix) not light, cause or permit the lighting of any fires including those for open cooking and camping except in an area designated by the Commission as an area

where fires are permitted in accordance with the *Territory Parks and Wildlife Conservation By-laws* (NT);

- (x) not collect or cause or permit the collection of firewood except in locations approved by the Commission in writing;
 - (xi) take all reasonable precautions to prevent uncontrolled fires;
 - (xii) not impinge upon the cultural and conservation value of any Park; and
 - (xiii) ensure any rubbish or litter generated by it, its Customers or Employees is removed from a Park.
- (b) The Commission may (acting reasonably) issue directions to the Permit Holder regarding required modifications to the Operation in order to minimise environmental impact. The Permit Holder must comply with those directions.
 - (c) The Permit Holder must make good any Environmental Harm which is, in the opinion of the Commission acting reasonably, caused or contributed to by the Permit Holder or any Customers or Employees to the satisfaction of, and within the time required by, the Commission.
 - (d) The Permit Holder must:
 - (i) not bring nor permit to be brought onto any Park any noxious, explosive, inflammable or dangerous substance or appliance or firearm other than goods or fuel reasonably required for the purposes of the Operation; and
 - (ii) ensure that any such substances, appliances or firearm required for the purposes of the Operation are properly stored.
 - (e) For the avoidance of doubt, if any item mentioned in condition 7(d) can only be brought onto a Park in accordance with a permit, approval, authority or licence granted or given under the *Territory Parks and Wildlife Conservation By-laws* (NT) or any other law in force in the Northern Territory, the Permit Holder must obtain the necessary permit, approval, authority or licence before bringing the item onto that Park.

8. Sacred Sites

- (a) The Permit Holder must not and must ensure its Employees and Customers do not interfere with any Sacred Site, and will at all times respect and observe all due solemnity in respect of a Sacred Site.
- (b) Where the Permit Holder or any Employee or Customer enters upon or undertakes any activity which damages a Sacred Site the Permit Holder must:
 - (i) notify the Commission immediately of the damage, including the identity of the Sacred Site that has been damaged, the nature of the damage and whether steps have been taken by the Permit Holder to prevent further damage to the Sacred Site; and
 - (ii) if the Commission so requests, provide any further information about the damage or the circumstances causing the damage within the timeframe required by the Commission.

9. Health and Safety

- (a) The Permit Holder must ensure that the Operation is carried on at all times in a safe and business-like manner, and must follow such reasonable directions concerning the safety of the Operation as the Commission may issue.
- (b) The Permit Holder must provide such instruction and supervision to the Permit Holder's Customers or Employees as is necessary to ensure the safe conduct of the Operation.
- (c) While conducting the Operation, the Permit Holder must provide reasonable first aid facilities (including a first aid kit) and a person who is currently qualified in first aid at a minimum level of Provide First Aid (or if that course is replaced, a course equivalent to that course) from an accredited training body in Australia such as the Red Cross Society or St John Ambulance Australia. For avoidance of doubt, the Permit Holder must ensure its Employees have at least one portable first aid kit in their possession at all times while they conduct the Operation, including when they are away from their vehicle.
- (d) If:
 - (i) any of the Permit Holder's Customers or Employees are injured, require medical assistance or are reported missing; or
 - (ii) an incident occurs in connection with the Operation resulting in potential or actual Environmental Harm, or risk to persons;within any Park (a **Reportable Event**) the Permit Holder must within 24 hours of the Reportable Event submit to the Commission a Visitor Incident Report in the form at Attachment D in respect of the Reportable Event.
- (e) The Permit Holder must at the direction of the Commission reimburse the Commission for any cost of search and rescue arising as a result of the Operation, and must assist in search and rescue activities within any Park if requested to do so by the ranger in charge of that Park, an officer of the Commission or a member of the Police Force of the Northern Territory.
- (f) The Permit Holder must comply with relevant provisions of all laws in force in the Northern Territory relating to safety, including without limitation, the *Work Health and Safety (National Uniform Legislation) Act* (NT) and other occupational health and safety legislation.
- (g) If during the Term the Permit Holder is charged with any offence under the *Work Health and Safety (National Uniform Legislation) Act* (NT):
 - A. that relates to health and safety; and
 - B. the circumstances, facts or events alleged to give rise to the offence are in any way connected with the Operation,the Permit Holder must notify the Commission of the charge within two Business Days of the Permit Holder first becoming aware of the charge.
- (h) If the Permit Holder is charged with an offence of the kind mentioned in condition 9(g), the Permit Holder must, within the time frame required by the Commission, provide to the Commission any information relating to the alleged offence or the circumstances, facts or events alleged to give rise to the offence requested by the Commission.

10. Insurance

- (a) The Permit Holder must take out valid and enforceable:
 - (i) public liability insurance including personal injury, death and property damage arising out of the Operation and providing coverage for at least \$20,000,000 per event;
 - (ii) workers' compensation insurance as required by law; and
 - (iii) insurance sufficient to cover the property owned or used by the Permit Holder in the Operation against damage by the Permit Holder, its Customers, Employees, trespassers or other Park users.
- (b) On the Commencement Date the Permit Holder must provide the Commission a copy of the insurance policies effected pursuant to condition 10(a)(i) and (ii) certified by the insurer as being true and correct.
- (c) The Permit Holder must:
 - (i) for each insurance referred to in condition 10(a), maintain policies throughout the Term;
 - (ii) on each anniversary of the Commencement Date provide the Commission with certificates of currency for each insurance referred to in condition 10(a)(i) and (ii); and
 - (iii) provide the Commission with a copy of the policy and the certificate of currency for each insurance referred to in condition 10(a) within five Business Days of receiving a written request from the Commission to do so.
- (d) The Permit Holder must not do or omit to do or permit to be done or omitted any act that may render any of the insurance policies referred to in condition 10(a) to be void or voidable.

11. Notification of events

The Permit Holder must notify the Commission immediately if:

- (a) there is any change in the direct or indirect beneficial ownership or control of the Permit Holder;
- (b) that party disposes of the whole or part of its assets, operations or business relating to the Operation other than in the ordinary course of business;
- (c) the Permit Holder ceases to carry on business;
- (d) the Permit Holder ceases to conduct the Operation;
- (e) the Permit Holder ceases to be able to pay its debts as they become due;
- (f) any step is taken by a mortgagee to take possession or dispose of the whole or part of the Permit Holder's assets, operations or business;
- (g) any step is taken to enter into any arrangement between the Permit Holder and its creditors;
- (h) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a provisional liquidator, a liquidator, an administrator or other like person of the whole or part of the Permit Holder's assets, operations or business; or
- (i) where the Permit Holder is a partnership, any step is taken to dissolve that partnership.

12. Expiry, revocation or surrender

12.1 Surrender of Permit by Permit Holder

At any time during the Term, the Permit Holder may, upon giving the Commission at least 30 days' written notice of its intention to do so, surrender this Permit. The Permit Holder acknowledges and agrees that if it surrenders this Permit, the Commission will not be obliged to return any amount paid by the Permit Holder in connection with this Permit.

12.2 Action on expiry, revocation or surrender

On the Expiry Date, surrender by the Permit Holder or repeal, rescission or revocation of this Permit pursuant to section 43 of the *Interpretation Act* (NT), the Permit Holder must immediately:

- (a) pay to the Commission all amounts due and owing under or in relation to this Permit and the Deed;
- (b) if requested to do so, transfer any business name that includes "Park" or "Commission" to the Commission at no cost; and
- (c) comply with all other provisions of this Permit and the Deed that impose obligations on the Permit Holder following the Expiry Date, surrender by the Permit Holder, or repeal, rescission or revocation of this Permit.

12.3 Survival

Any provision of this Permit capable of taking effect after the Expiry Date or surrender by the Permit Holder or repeal, rescission or revocation of this Permit pursuant to section 43 of the *Interpretation Act* (NT) shall continue to apply after expiry, surrender, repeal, rescission or revocation of this Permit.

12.4 Accrued rights and remedies

The Permit Holder acknowledges and agrees that expiry, surrender by the Permit Holder, or repeal, rescission or revocation of this Permit in accordance with section 43 of the *Interpretation Act* (NT) does not affect any rights or remedies of the Commission arising out of this Permit.

13. Notices and other communications

13.1 Service of notices

A notice, demand, consent, approval or communication required to be given by the Permit Holder under this Permit (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorised by the Permit Holder; and
- (b) hand delivered or sent by prepaid post or facsimile to the Commission's address for Notices specified in Item 10, as varied by any notice given by the Commission to the Permit Holder.

13.2 Effective on receipt

A Notice given in accordance with condition 13.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the fifth Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia); and

- (c) if sent by facsimile, when the Permit Holder's facsimile system generates a message confirming successful transmission of the entire Notice unless, the Commission informs the Permit Holder that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 4.21pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

14. General

14.1 Special Conditions

This Permit expressly includes the Special Conditions and those Special Conditions shall prevail over the conditions of this Permit to the extent of any inconsistency.

14.2 Assignment and Subcontracting

- (a) The Permit Holder must not assign or otherwise deal with this Permit or any right under this Permit unless the Commission consents in writing to the assignment or dealing.
- (b) If the Permit Holder is a corporation (other than a public company as defined in the *Corporations Act*) the Permit Holder is taken to have assigned this Permit for the purposes of 14.2(a) if:
 - (i) anything occurs, the effect of which is to transfer, directly or indirectly, the management or control of the Permit Holder to another person; or
 - (ii) there is any Change of Control Event in relation to the Permit Holder.
- (c) The Permit Holder must not subcontract or otherwise permit the carrying on of the Operation by any person other than the Permit Holder unless written approval is obtained from the Commission which may be withheld at the Commission's absolute discretion or issued on such conditions as are satisfactory to the Commission.
- (d) If a Permit Holder seeks the written approval from the Commission under condition 14.2(c) then the Permit Holder acknowledges and agrees to provide to the Commission:
 - (i) details of the identity of each proposed subcontractor or person who will carry on the Operation or part any part of it; and
 - (ii) if requested to do so by the Commission, any other information (including written information) regarding the proposed subcontract or arrangement, including a copy of that subcontract or arrangement.

Attachment A – Special Conditions

1. Definitions

In these Special Conditions:

- (a) **Heat Management Plan** means any plan of the Commission in place for the management of heat related incidents that may occur in Watarrka during hot weather. Currently, the Heat Management Plan is known as the Watarrka Walks Hot Weather Management Strategy
- (b) **Forecast** means a forecast by the Bureau of Meteorology in relation to Watarrka that is published at: <http://www.bom.gov.au/nt/forecasts/watarrka.shtml>.
- (c) **Kings Canyon Rim Walk** means the walk described in Special Condition 3.1.
- (d) **South Wall Return Walk** means the walk described in Special Condition 3.2.
- (e) **Tour Guide Safety Induction** means the online safety induction programme prepared by the Commission in relation to Watarrka
- (f) **Tour Guide Safety Induction Certificate** means, in relation to an Employee who successfully completes the Tour Guide Safety Induction in accordance with Special Condition 2, the certificate that will be issued by the Commission to the Employee as evidence of their successful completion of that Induction.
- (g) **Tour Guide Safety Induction Identification Card** means in relation to an Employee who successfully completes the Tour Guide Safety Induction in accordance with Special Condition 2, the identification card that will be issued by the Commission to the Employee as evidence of their successful completion of that Induction.
- (h) **Watarrka** means the park declared under section 12 of the *Territory Parks and Wildlife Conservation Act* (NT) and known as Watarrka National Park.

(For the avoidance of doubt, the defined terms and rules of interpretation contained in condition 1 of the Permit also apply to these Special Conditions.)

2. Tour Guide Safety Induction - Watarrka

2.1 Completing the Tour Guide Safety Induction

- (a) The Permit Holder must ensure that any Employee who intends to conduct one or more tours in Watarrka as part of the Operation successfully completes the Tour Guide Safety Induction in accordance with Special Condition 2.1(b) prior to conducting any tour in Watarrka.
- (b) To successfully complete the Tour Guide Safety Induction, an Employee must:
 - A. read all documents and other information comprising the Induction;
 - B. successfully complete the test which forms part of the Induction;
 - C. complete any other task or activity required as part of the Induction;
 - D. sign any declaration or give any acknowledgement or agreement required to be given as part of the Induction; and
 - E. save a copy of the Tour Safety Guide Induction Certificate.

- (c) The Permit Holder must ensure that any Employee who has not successfully completed the Tour Guide Safety Induction does not carry out any tour in Watarrka in connection with the Operation.

2.2 Evidence of completion of the Tour Guide Safety Induction

- (a) Each Employee who successfully completes the Tour Guide Safety Induction will be issued a Tour Guide Safety Induction Certificate (which will be made available for saving and printing immediately upon completion of the Tour Guide Safety Induction). Following each Employee's successful completion of the Tour Guide Safety Induction, the Commission will issue a Tour Guide Safety Induction Identification Card, which once received by each Employee will replace the Tour Guide Safety Induction Certificate previously issued to that Employee.
- (b) The Permit Holder must ensure that each Employee who is required to have completed the Tour Guide Safety Induction and who has successfully completed the Tour Guide Safety Induction carries a copy of either:
 - (i) their Tour Guide Safety Induction Certificate (which may be in electronic or paper form); or
 - (ii) once it has been issued, their Tour Guide Safety Induction Identification Card,at all times while in Watarrka for the purposes of the Operation.
- (c) The Permit Holder must ensure that each Employee who is required to have completed the Tour Guide Safety Induction immediately produces, when requested to do so by an officer of the Commission:
 - (i) their Tour Guide Safety Induction Identification Card or a copy of their Tour Guide Safety Induction Certificate (which may be in electronic or paper form); and
 - (ii) proof of their identity (unless the Employee produces a Tour Guide Safety Induction Identification Card with a photograph).
- (d) If an Employee loses or damages their Tour Guide Safety Induction Identification Card, the Permit Holder must ensure that they apply to the Commission for the card to be re-issued, and acknowledges that the Commission may charge the Permit Holder or the Employee a reasonable fee for re-issuing the card. For avoidance of doubt, if at any time an Employee is not able to carry their Tour Guide Safety Induction Identification Card (including because of it being lost), the Permit Holder must ensure the Employee carries their Tour Guide Safety Induction Certificate instead.

3. General matters relating to Watarrka

3.1 Kings Canyon Rim Walk

The Permit Holder must and must ensure that its Employees and Customers only undertake the walk at Watarrka known as the Kings Canyon Rim Walk in a clockwise direction.

3.2 South Wall Return Walk

The Permit Holder must and must ensure that its Employees and Customers end any walk of the walk at Watarrka known as the South Wall Return Walk at the site known as South Wall and must not proceed any further than the gated bridge sign-posted 'End of South Wall Return

Walk'. (Access to the full Kings Canyon Rim Walk is not permitted from the South Wall Return Walk under any circumstances).

3.3 Cliff Safety

The Permit Holder must and must ensure that its Employees and Customers remain at least 2 metres from the edge of the Kings Canyon or any other vertical drop exceeding 1 metre in height at all times unless the person is on a marked track or behind a railing.

3.4 Heat management Plan (Watarrka Walks Hot Weather Management Strategy)

The Permit Holder must:

- (a) comply with and ensure its Employees and Customers comply with the Heat Management Plan;
- (b) not and must ensure its Employees and Customers do not commence any walk of the Kings Canyon Rim Walk after 0900 on any day for which any part of that day is Forecast to be 36 degrees Celsius or more. (For the avoidance of doubt, the Permit Holder and any Employees or Customers may continue a walk of the Kings Canyon Rim Walk on any day for which any part of that day is Forecast to be 36 degrees Celsius or more if that walk is commenced prior to 0900 on that day);
- (c) not and must ensure its Employees and Customers do not commence any walk of the South Wall Return Walk after 1200 noon on any day for which any part of that day is Forecast to be 36 degrees Celsius or more (noting that access to this walk for the general public closes at 1100, and access to the walk between 1100 and 1200 noon is available to the Permit Holder and its Employees and Customers only, via a locked gate. An access code is required to open the gate, which can be supplied by the Commission upon request);
- (d) not and must ensure its Employees and Customers do not commence either the Kings Canyon Rim Walk or the South Wall Return Walk if any signage at Watarrka indicates that the relevant Walk is closed /or any gates at the commencement of the relevant Walk are closed;
- (e) for each Customer who undertakes the Kings Canyon Rim Walk or the South Wall Return Walk:
 - A. ensure the Customer commences the relevant Walk carrying at least 3 litres of potable water;
 - B. encourage the Customer to wear a broad brimmed hat at all times while completing the relevant Walk;
 - C. ensure the Customer wears sturdy shoes at all times while completing the relevant Walk;
 - D. encourage the Customer to use sunscreen regularly while completing the relevant Walk;
 - E. encourage the Customer to take and eat food and drink water while undertaking the relevant Walk; and
 - F. take reasonable steps to determine that the Customer has a level of fitness that will enable the Customer to walk up moderately steep hills.

Attachment B – Deed Poll

Date

2019

By

Name [Insert] (ABN: xxx)
Short form name **Permit Holder**
Notice details As set out in Item 2

In favour of

Name The Northern Territory of Australia
Short form name **Territory**
Notice details As set out in Item 10

and

Name Conservation Land Corporation
Short form name **Corporation**
Notice details As set out in Item 11

and

Name Parks and Wildlife Commission of the Northern Territory
Short form name **Commission**
Notice details As set out in Item 10

Background

- A. The Commission has granted the Permit to the Permit Holder in respect of the Operation. It is a condition of the Permit that the Permit Holder enters into this Deed in favour of the Commission, the Territory and the Corporation.

Terms

1. Defined terms & interpretation

1.1 Defined terms

In this Deed:

- (a) **Claim** means a claim, demand, suit, action or proceeding brought or made by a third party.
- (b) **Loss** means liabilities, losses, damages, expenses and costs (including, but not limited to legal costs on a full indemnity basis and whether incurred or awarded) of any kind or nature whether arising in contract or tort (including negligence) or under a statute, including, but not limited to:
 - (i) loss of anticipated profits, revenue, savings, loss of opportunity, pure economic loss and loss of data;
 - (ii) any other consequential, special or indirect loss or damage.

1.2 Interpretation

In this Deed, except where the context otherwise requires:

- (a) any word which is defined in condition 1.1 of the Permit has the meaning given in that condition;
- (b) the rules of interpretation set out in conditions 1.2 and 1.3 of the Permit apply to this Deed;
- (c) a reference to a clause is to a clause of this Deed, and a reference to this Deed includes any clause;
- (d) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally; and
- (e) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally.

2. Term

This Deed starts on the Commencement Date.

3. Acknowledgements regarding grant of Permit

3.1 Use of the Permit Area

- (a) The Permit:

- A. does not create an arrangement of tenancy;
 - B. in no way entitles the Permit Holder to possession of the Permit Area and the Commission may, at its sole discretion, grant further permits over the Permit Area;
 - C. in no way entitles the Permit Holder to exclusive access to the Permit Area; and
 - D. does not create any partnership, agency or joint venture relationship between the Permit Holder and the Commission or the Corporation.
- (b) The Permit Holder:
- A. accepts the Permit Area in its present state of repair and condition; and
 - B. acknowledges that neither the Commission nor the Corporation is liable for, and the Permit Holder cannot require the Commission or Corporation to, undertake any works or repairs to the Permit Area during the Term or to seek compensation from the Commission or Corporation if the Permit Holder repairs the Permit Area or makes any improvements to the Permit Area;
 - C. must keep the Permit Area in a thoroughly clean, tidy and sanitary state and of good appearance (consistent with the nature of the Permit Area) at all times; and
 - D. must store and keep all refuse and garbage in appropriate containers and cause all refuse and garbage to be removed regularly from the Permit Area.

3.2 Fees

The fee, or any part of the fee, specified in Item 6:

- (a) is not refundable by the Commission in any circumstances, including if the Permit is surrendered by the Permit Holder or repealed, rescinded, revoked, amended or varied in accordance with section 43 of the *Interpretation Act* (NT); and
- (b) does not absolve the Permit Holder of the obligation to pay any fee, charge or other amount payable in connection with the Operation pursuant to the *Territory Parks and Wildlife Conservation Act* (NT), the *Territory Parks and Wildlife Conservation By-laws* (NT) or any other law in force in the Northern Territory, including any camping fees or entry fees applicable in any Park.

3.3 Restoration

- (a) If the Permit Holder fails to rehabilitate the Permit Area in accordance with condition 6.2(b) of the Permit the Commission may carry out such works as are necessary to rehabilitate the Permit Area and may recover the reasonable costs of so doing from the Permit Holder as a debt due to the Commission without further proof of the debt being necessary.
- (b) If the Permit Holder fails to remove any building, fixture, fitting, plant, equipment, structure, improvement, sign, chattel or other property that is erected, installed, constructed, brought onto or affixed to the Permit Area by or on behalf of the Permit Holder (**Permit Holder's Property**) in accordance with condition 6.2(a) of the Permit, the Commission may treat that Permit Holder's Property as abandoned and it shall become the property of the Commission to deal with in any way the Commission

sees fit (including removing it, storing it or disposing of it) but at the Permit Holder's expense.

- (c) The Commission's reasonable costs and expenses in excess of any amount received from any disposal of the Permit Holder's Property, incurred as a result of dealing with the Permit Holder's Property under clause 3.3(b), will be payable by the Permit Holder to the Commission within 15 days of the Commission providing a notice to the Permit Holder of the amount and if not paid will be recoverable by the Commission from the Permit Holder as a debt payable to the Commission.

3.4 Outstanding amounts

Any amount owed to the Commission by the Permit Holder under the Permit or this Deed (including any interest) will, without prejudice to any other rights available to the Commission under the Permit, this Deed or at law or in equity, be recoverable by the Commission as a debt due to the Commission by the Permit Holder without further proof of the debt being necessary.

3.5 Records

The Commission, upon reasonable notice, may inspect the Records of the Permit Holder and at the sole discretion of the Commission conduct an audit of the Records or any Statement.

3.6 Park Closures

The Commission may, at any time and in its absolute discretion, close any Park or any part of any Park (including the Permit Area) or prohibit the use of any Park or any part of any Park (including the Permit Area), and the Commission will not be liable to the Permit Holder for any loss, including loss of profits or other costs or expenses suffered by the Permit Holder as a result of the closure.

3.7 Environment

- (a) The Permit Holder will be liable for any Environmental Harm in a Park which is, in the opinion of the Commission acting reasonably, caused or contributed to by the Permit Holder or its Customers or Employees.
- (b) The Permit Holder must make good such Environmental Harm to the satisfaction of, and within the time required by, the Commission, provided that if the Permit Holder fails to do so, the Commission may make good such Environmental Harm and may recover the reasonable costs of so doing from the Permit Holder as a debt due to the Commission without further proof of the debt being necessary.

4. Indemnity and Release

4.1 Release

The Permit Holder hereby releases the Commission, the Corporation, the Territory and their respective officers, employees, agents and contractors from any Claim made against or Loss suffered by the Permit Holder to the extent that such Claim or Loss is not caused by the negligent acts or wilful misconduct of the Commission, the Corporation, the Territory or their respective officers, employees, agents and contractors.

4.2 Indemnity

The Permit Holder hereby indemnifies the Commission, the Corporation, the Territory and their respective officers, employees, agents and contractors against all expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against the Commission, the Corporation or the Territory) that the Commission, the Corporation, the Territory and their respective officers, employees, agents and contractors may sustain or incur as a result, whether directly or indirectly, of:

- (a) any breach of this Deed or the Permit by the Permit Holder;
- (b) any loss of or damage to any property, whether within or outside the Permit Area, and whether owned by the Commission, the Corporation, the Territory or a third party, arising out of or in connection with the Operation; and
- (c) any loss of or damage to any property or injury to or death of any person arising out of or in connection with the Operation,

except to the extent caused by any negligent act or omission or wilful misconduct of the Commission, the Corporation, the Territory or their respective officers, agents or employees.

4.3 Notification of Claim

The Permit Holder must inform the Commission in writing immediately if it becomes aware of any actual, threatened or likely Claim whatsoever, arising or in connection with the Operation.

5. Expiry or revocation

5.1 Action on expiry or revocation

On the Expiry Date or surrender by the Permit Holder or any repeal, rescission or revocation of the Permit in accordance with section 43 of the *Interpretation Act* (NT), the Permit Holder must immediately:

- (a) pay to the Commission all amounts due and owing under or in relation to the Permit or this Deed;
- (b) if requested to do so, transfer any business name that includes "Park" or "Commission" to the Commission at no cost; and
- (c) comply with all other provisions of the Permit or this Deed that impose obligations on the Permit Holder following expiration, surrender or earlier repeal, rescission or revocation of the Permit.

5.2 Survival

Any provision of this Deed or the Permit capable of taking effect after the Expiry Date or any surrender by the Permit Holder or repeal, rescission or revocation of the Permit pursuant to section 43 of the *Interpretation Act* (NT) shall continue to apply after the Expiry Date or surrender, repeal, rescission or revocation of the Permit.

5.3 Accrued rights and remedies

Expiry or surrender by the Permit Holder or repeal, rescission or revocation of the Permit in accordance with section 43 of the *Interpretation Act* (NT) does not affect any rights or remedies of the Commission, the Corporation or the Territory arising out of the Deed or the Permit.

6. Goods and services tax

6.1 Application to Permit

For avoidance of doubt, this clause 6 applies to any amount payable under the Permit as well as any amount payable under this Deed.

6.2 Consideration does not include GST

Unless specifically described in the Permit or this Deed as 'GST inclusive', any sum payable (or amount included in the calculation of a sum payable), or consideration to be provided, under or in accordance with the Permit or this Deed does not include any amount on account of GST.

6.3 Gross up of consideration

Where any supply to be made by one party (**Supplier**) to another party (**Recipient**) under or in accordance with the Permit or this Deed is subject to GST (other than a supply the consideration for which is specifically described in the Permit or this Deed as 'GST inclusive'):

- (a) the consideration payable or to be provided for that supply but for the application of this clause (**GST Exclusive Consideration**) shall be increased by, and the Recipient shall pay to the Supplier, an amount equal to the GST payable by the Supplier in respect of that supply (**GST Amount**); and
- (b) the Recipient must pay the GST Amount to the Supplier at the same time and in the same manner as the GST Exclusive Consideration is payable or to be provided for that supply.

6.4 Reimbursements

If any payment to be made to a party under or in accordance with the Permit or this Deed is a reimbursement or indemnification of an expense or other liability incurred or to be incurred by that party, then the amount of the payment must be reduced by the amount of any input tax credit to which that party is entitled for that expense or other liability, such reduction to be effected before any increase in accordance with the preceding sub-clause.

6.5 Tax invoices

Notwithstanding any other provision of the Permit or this Deed, the Recipient need not make any payment for a taxable supply made by the Supplier under or in accordance with this Deed until the Supplier has given the Recipient a tax invoice in respect of that taxable supply.

6.6 Adjustments

If an adjustment event has occurred in respect of a taxable supply made under or in accordance with the Permit or this Deed, any party that becomes aware of the occurrence of that adjustment event must notify each other party to that taxable supply as soon as practicable, and all of those parties agree to take whatever steps are necessary (including to issue an adjustment note), and to make whatever adjustments are required, to ensure that any GST or additional GST on that taxable supply, or any refund of GST (or part thereof), is paid no later than 28 days after the Supplier first becomes aware that the adjustment event has occurred.

6.7 Interpretation

A word or expression used in this clause which is defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the same meaning in this clause.

7. Notices and other communications

7.1 Service of notices

A notice, demand, consent, approval or communication under this Deed (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Particulars of the Permit, as varied by any Notice given by the recipient to the sender.

7.2 Effective on receipt

A Notice given in accordance with clause 7.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;

- (b) if sent by prepaid post, on the fifth Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia); or
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice;

but if the delivery, receipt or transmission is not on a Business Day or is after 4.21pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

8. General

8.1 Rights and Powers conferred on Commission

Any right or power granted to or conferred upon the Commission under this Deed or the Permit may be exercised by the Commission itself, the Director of Parks and Wildlife or a delegate of the Commission.

8.2 Assignment and Subcontracting

- (a) The Permit Holder must not assign or otherwise deal with this Deed or any right under this Deed.
- (b) If the Permit Holder is a corporation (other than a public company as defined in the *Corporations Act*) the Permit Holder is taken to have assigned this Deed for the purposes of clause 8.2(a) if:
 - (i) anything occurs, the effect of which is to transfer, directly or indirectly, the management or control of the Permit Holder to another person; or
 - (ii) there is any Change of Control Event in relation to the Permit Holder.

8.3 Joint and Several Liability

Where the Permit Holder comprises more than one person any covenants and obligations imposed on the Permit Holder pursuant to this Deed binds such persons jointly and each of them separately.

8.4 Governing law

This Deed is governed by the law applicable in the Northern Territory of Australia and the Permit Holder irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Northern Territory of Australia.

8.5 Amendments

- (a) This Deed cannot be amended or added to unless the amendment or addition is in writing and signed by the Permit Holder, the Corporation and the Commission for itself and for the Territory.
- (b) The terms of this Deed shall continue to apply in the event that any amendment or variation is made to the Permit.

Execution page

EXECUTED by [INSERT] (ABN XXX) in)
accordance with section 127 of the)
Corporations Act on the day of
..... 2019 in the
presence of:

.....
Director

.....
Director/Secretary

.....
Name of Director

.....
Name of Director/Secretary

Please affix the common seal if the company has a common seal. [If the company name includes “Aboriginal Corporation”, please ask legal for the correct signing clause]

OR, FOR AN INDIVIDUAL:

SIGNED, SEALED AND DELIVERED by)
[INSERT] (ABN XXX) on the day of)
..... 2019 in the
presence of:

.....
Witness (signature)

.....
Signature

.....
Name of witness (block letters)

Attachment C – Statement

TOUR OPERATOR - YEARLY PATRON STATISTICS STATEMENT

Pursuant to condition 5.7 of the Permit, the Permit Holder must submit this Statement to the Commission within **20 Business Days after the Expiry Date, surrender by the Permit Holder or repeal, rescission or revocation of this Permit.**

The Permit Holder must complete the Statement with the required information for each calendar month following the Commencement Date (or following the last month recorded on the most recently submitted Statement) up until the end of the month immediately preceding the due date for the current Statement.

This Statement must be completed for each month during the period to which the Statement relates, irrespective of whether or not trade was conducted during the months to which it relates. Please use additional forms if further space is required to detail all tours.

Permit Holder: _____
(Tour Operator)

Permit No: _____

Year: _____

Total Monthly Customers

April	May	June	July	August	September	October	November	December	January	February	March

Statement Statistics

Month:	Park:	No. Tours:	No. Customers:

Month:	Park:	No. Tours:	No. Customers:

Signature of Permit Holder: _____ **Date:** ____ / ____ / ____

Please direct this Statement to:

Department of Tourism, Sport and Culture
Permits Section
GPO Box 1448, Darwin NT 0801
Email: pwpermits@nt.gov.au

Attachment D – Visitor Incident Report



DEPARTMENT OF
TOURISM AND CULTURE

TOUR OPERATORS - VISITOR INCIDENT REPORT

Submit within 24 hours of incident occurrence

[Clear Form](#)

For use by Tour Operator Permit holders for Reportable Events, as a requirement of your permit, where:

- (i) any of the Permit Holder's Customers or Employees are injured, require medical assistance or search and rescue or are reporting missing; or
- (ii) an incident occurs in connection with the Operation resulting in potential or actual Environmental Harm, or risk to persons

PWCNT OFFICE USE	DPW2014/0334-0009
Alternatively within:	

Permit Holder Name:

Incident Summary

Park / Reserve:

Specific Location:

Date of incident: Time:

What happened?

<input type="checkbox"/> Medical (Injury or Illness)	<input type="checkbox"/> Search and Retrieval (Cliff or Vertical Rescue, Missing Person)	<input type="checkbox"/> Environmental Threat (Flood, Fire, Weather, Chemical)
<input type="checkbox"/> Near Miss / Hazard		

What caused the incident?

What action was taken?

Describe the nature of the injuries or illness - Which part of the body? What sort of injury? How were they ill?

Is it an aggravation of a previous injury? ☐ Unsure ☐ No ☐ Yes

Is the incident reportable to NT WorkSafe (involving a fatality, serious injury or illness)? ☐ No ☐ Yes

If yes, have you notified NT WorkSafe (1800 019 115) and the relevant PWCNT Director? ☐ No ☐ Yes

Affected Person (please complete a separate form for each affected person)

Surname

First Names

Age Gender

Address

Phone number Email

Additional Comments (any further information regarding the incident or affected person):

Other People Involved (including anyone assisting, witnesses etc)

1. Name			
Relationship to PWCNT			
Role in incident			
2. Name			
Relationship to PWCNT			
Role in incident			
3. Name			
Relationship to PWCNT			
Role in incident			

Vehicles / Vessels Involved (if applicable)

1. Registration		Make and model	
Driver Name		Licence No.	
Contact details			
2. Registration		Make and model	
Driver Name		Licence No.	
Contact details			

Reporting

Report completed by:		Date	
Employer:			
ABN:		Permit No.:	

Select Send Form or email the completed form to WHS.PWCNT@nt.gov.au
Attach additional information as required.

Send Form

PWCNT OFFICE USE

Action Officer		Date	
Manager to review form and provide additional comments or recommendations:			
Create PWCNT Incident Report Record in HPRM or forward to the regional Business Services Officer for action. Complete relevant attachments. Send completed forms to the relevant Director.			
PWCNT Incident Report Record reference:			
Director			
Director's comments or recommendations:	Date		

Central Australian Parks
(Alice Springs): 0427 601 237

Savannah / Gulf Parks
(Katherine): 0476 815 489

Northern Australian Parks
(Darwin): 0428 102 574

PWCNT Visitor Incident Report -Appendix D to Tour Operator Permit

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