

COBOURG PENINSULA SANCTUARY AND MARINE PARK BOARD

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Jape Homemaker Village,
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MILLNER NT 0810

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BY-LAW 13 – TRADE AND COMMERCE APPLICATION <i>Territory Parks and Wildlife Conservation By-Laws 1984</i> Please allow 5 working days to process this application		
Name of Applicant		
Name of Business (include ABN / ACN)		
Address of the Applicant		
Contact details	Telephone:	Email:
Trade or Commerce proposed		
Description of equipment used for activity i.e. barricades, marquee etc		
Location conduct of Trade or Commerce is proposed	Garig Gunak Barlu National Park	
Specific location / site within the Park for proposed activity		
Details of all people who will be involved in the activity in the Park with the Applicant. (Name, email or contact phone number)		
Permit Commencement Date		
Permit Expiry Date		
Emergency Contact	Name:	Phone:
Details of Vehicles or Vessels to be Used (Make/Model/Colour/Rego)		
Conditions	Clubs, businesses, companies and associations must provide a Certificate of Currency prior to issue of the Permit	
Fee/Royalty	\$22 (GST excl) per head per visit to Garig Gunak Barlu National Park. An additional \$400 (GST excl) per day for a guide plus ancillary costs if applicable – provision of payment arrangements to be agreed upon with guide directly.	

Please attach cheques or money orders to this application or complete the credit card details below.

Credit Card Details:	
Card No. _____ / _____ / _____ / _____	Expiry ____ / ____
Amount to be debited: \$ _____	
Name _____	Signature _____

BY-LAW 13 – CONDITIONS

For the purposes of these Conditions the Applicant will be referred to as Permit Holder.

In consideration of the Commission granting to the Permit Holder (includes the nominees, or any other persons arising as a result of or in connection with the presence of the Permit Holder) a By-law 13 Permit, the Permit Holder hereby agrees as follows:

1. The Permit Holder enters the Park entirely at his/her own risk and undertakes to bear all risks. The Permit Holder agrees the Commission, the Cobourg Peninsula Sanctuary and Marine Park Board ("the Board"), the Cobourg Peninsula Sanctuary Land Trust ("the Land Trust") and the Conservation Land Corporation ("the Corporation") shall not be under any liability of any kind for any negligence, loss, damage, injury or death of whatsoever nature or however arising, under statute or otherwise, to the Permit Holder or to any other person arising as a result of or in connection with the entry or presence of the Permit Holder on the Park.
2. The Permit Holder is authorised to enter the Park on or after the Permit Commencement Date and must depart the Park on or before the Permit Expiry Date.
3. The Permit Holder shall:
 - (a) indemnify, and keep indemnified the Board, the Land Trust, the Corporation, the Northern Territory of Australia ("the Territory"), the Commission and its employees and agents against all claims, demands, loss or damage to property or injury to or death to any person arising as a result of or in connection with:
 - (i) a breach by the Permit Holder or the neglect or failure of the Permit Holder to observe or perform and fulfil any of the conditions contained herein; or
 - (ii) the conduct of activity by, or presence of, the Permit Holder while on the Park.
 - (b) effect and keep effected a comprehensive "all risks" liability policy inclusive of public liability and claims arising out of this Permit extended to include the Commission, the Board and the Land Trust in any single event not less than twenty million dollars (\$20,000,000) which policy shall be endorsed to include the indemnity given by the Permit Holder herein and provide evidence to the Commission that such insurance has been effected.
4. The Permit Holder is only authorised to conduct the activity as stated on this Permit.
5. The Permit Holder must ensure that any other person/s arising as a result of or in connection with the presence of the Permit Holder, are fully informed of, and understands these Permit Conditions before they commence taking part in the permitted activity.
6. This Permit may be cancelled in the event of wet weather or ceremonial activities resulting in impassable road conditions. It is the Board's policy that only in extenuating circumstances, refunds will be considered.
7. The Permit Holder, if so directed by the Commission, reimburse the Commission for any cost of search or rescue incurred by the Commission arising out of or in connection with the conduct of the activity or the presence of the Permit Holder on the Park.
8. The Permit Holder authorises information being provided to the NT Police and Emergency Services (Water Police) to support emergency response management.
9. The Permit Holder must comply with all legislation and all Statutes, By-laws and Regulations in force in the Northern Territory in respect of the Park including any Plans of Management, these Permit Conditions and any other signs, notices, information, guidelines, codes of conduct or protocols issued by, or under the authority of, the Director relating to the Park.
10. The Permit Holder must comply with any reasonable direction given by the Commission in relation to any advertising and signs for an operation which advertising shall be in harmony with the purpose of the Park.
11. The Permit Holder must ensure that all vehicles are maintained in a clean and tidy condition to prevent the spread and introduction of weed species. To prevent bringing weeds or weed seeds into the Park, drivers should inspect and clean their vehicles thoroughly before entering the Park if they have been off sealed roads outside the Park, particularly in areas known to be infested by weeds.
12. The Permit Holder must contact the relevant Senior District Ranger prior to engaging in activity in the Park.
13. The Permit Holder must take adequate equipment which shall include a first aid kit, water, food for the safe conduct of the activity of this Permit.
14. Filming / Photography (if applicable):-
 - (a) The Permit Holder must ensure any filming/photography does not impede visitor access to any areas.
 - (b) The Permit Holder must comply with the terms and conditions of the Cobourg Peninsula Sanctuary and Marine Park Board, Photography and Filming Guidelines. A copy of the end production must be presented to the Commission or Board prior to release for approval.
15. In the case of Aboriginal guide.
 - (a) Where an Aboriginal guide is required, the Permit Holder shall employ, for a minimum of 1 day, an Aboriginal guide, subject to availability.
 - (b) Pursuant to By-law 10(1), Schedule 3 Fees 1 of the Territory Parks and Wildlife Conservation By-laws 1984, pay the Aboriginal guide \$400 for each day, plus ancillary costs.
16. This Permit shall not confer upon the Permit Holder exclusive right to possession of the whole or any part of the Park nor does it confer upon the Permit Holder a right of renewal of this Permit.
17. The Commission reserves the right to provide further rules during the term of the Permit when such rules are necessary, in the opinion of the Commission in its absolute discretion, to address any safety, environmental or operational concerns of the Commission. The Permit Holder shall comply with any such rules and any reasonable directions given by an officer of the Commission.
18. This Permit shall automatically be revoked by the Commission if in the opinion of the Commission, any of the Conditions are breached by the Permit Holder.

ACCESS THROUGH ABORIGINAL LAND – EN ROUTE TO AND FROM THE PARK

19. Access to the Park by road is via Arnhem Land. To enter Arnhem Land a road transit fee of \$12.10 (GST inclusive) per vehicle is compulsory.
20. The Permit is valid for direct access through Arnhem Land to and from the Park on or after the Permit Commencement Date and on or before the Permit Expiry Date for the purpose of travelling only i.e. you are not permitted to stop your vehicle for any reason other than in an emergency while travelling through Aboriginal land en-route to and from the Park.
21. The Permit Holder must carry the Permit and these Conditions in the Permit Holder's transport (vehicle, vessel, aircraft) and must produce it for inspection when requested by a Park Ranger or traditional owner.
22. This Permit does not entitle the Permit Holder to enter or remain on any site that is of significance to Aboriginal people.

WHEN IN THE PARK

23. The Permit Holder must carry this Permit and these Conditions at all times while in the Park.
24. This Permit does not authorise the entry of a person outside the General Use Area as per the attached Visitor Access map unless otherwise stated on the Permit. This also includes entry to any Aboriginal dwelling, outstation, residential or staff residential area unless invited and stated on this Permit.

25. The Permit Holder should report to the Ranger Station on arrival at Black Point should access be permitted within the General Use Area.
26. The Permit Holder must not camp in the Park before the commencement date shown, or after the expiry date shown on the Permit.
27. The Permit Holder must not:
 - (a) behave contrary to the Regulations or By-laws;
 - (b) enter upon nor in any way interfere with any Sacred Site, protected area, rock art or artefact;
 - (c) pick fruits, flowers or branches, or otherwise damage any native plants;
 - (d) interfere with, feed, handle or disturb any native animal, or damage or disturb a nest or dwelling place of a native animal; or
 - (e) dig or in any other way disturb soil or stones.
28. Camping is not permitted elsewhere on the Peninsula or any of the adjacent islands unless otherwise stated on the Permit. Please note if camping is required within the designated camping area then the camping fees will apply.
29. Off road driving is strictly prohibited. The Permit Holder must only use the roads and tracks designated for public use or direct access routes to outstations, lease areas or on other such areas unless specifically authorised by this Permit. In addition the Permit Holder must not enter any area by any means, which is permanently, temporarily or seasonally closed or restricted by fences, gates or signs, unless specifically authorised by this Permit.
30. Advise the Park Rangers of any proposed visits to Victoria Settlement by boat. There is no road access to Victoria Settlement.
31. Launching and retrieval of boats is only permitted at the boat ramp at Black Point Ranger Station. Beach launching is not permitted unless otherwise stated on the Permit.
32. Only access areas within the Cobourg Marine Park in accordance with the Cobourg Marine Park Plan of Management – refer to attached figure 2. Zoning Scheme;
33. Only use and conduct activities within the Cobourg Marine Park in accordance with the Cobourg Marine Park Plan of Management – refer to attached table 2, Uses and Activities within each Zone. All activities must also be in accordance with the Fisheries Act 1988;
34. Entry into the Marine Buffer Zone surrounding Coral Bay, pearling lease areas and Reef Point is not permitted under this Permit. Entry to these areas is restricted to guests or employees of the Seven Spirit Bay Wilderness Lodge Lessees only.
35. Cast nets and hand spears are permitted. A person shall not use a firearm or other weapon, trap (including crab pots) or snare, net or spear gun in the Park except in accordance with the respective permit required to be issued under the by-laws.
36. Not light any fires nor permit any fires to be lit other than in the fireplaces provided at the campsites or as otherwise approved by the Park Rangers. All fires must be put out after use.
37. Ensure nothing is left in the Park which, in the opinion of the Commission or Park Rangers, may constitute a fire hazard, health hazard or a danger to persons, plants or animals.
38. Only use dead timber for firewood, collected from within the Park, from areas where the collection of dead wood has not been prohibited, must use it only for the purpose of a fire for cooking or providing warmth, and must not bring into or remove firewood from the Park.
39. Use soaps and detergents 50 metres away from waterways.
40. The Commission discourages the use of glass bottles in all NT Parks and Reserves.
41. The Regulations prohibit bringing plants, including firewood and weed seeds, animals (domestic or otherwise), other than a guide, hearing and assistance dog used by a person with a disability, into a Park.
42. All litter is to be deposited in the bins provided. In areas where there is no such provision, all litter is to be carried out of the Park. Please consider recycling.
43. Not do nor permit to be done anything in the Park which is noisome, offensive or a nuisance or annoyance to any other persons and users of the Park.
44. In the conduct of the permitted activity, and if involving tours then on each tour, the Permit Holder shall provide reasonable first aid facilities and a person who is currently qualified in first aid according to standards set by the Red Cross Society or St John Ambulance Australia, Northern Territory from time to time
45. Sacred Sites: Not enter upon nor in any way interfere with any Sacred Site/s, protected area/s, rock art or artefact/s, and will at all times respect and observe all due solemnity in respect of these areas.
 - (a) Should these areas be entered upon or any activity is undertaken which damages these areas, the Permit Holder must:
 - (i) notify the Commission immediately of the damage, including the identity of the area/s 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.

If you are from overseas, have you obtained the correct working visa (Subclasses 420 / 423)? Yes No

This acknowledgement is to be completed by the Applicant for the permit, or if the Applicant is a company or other body, by its duly authorised officer.

I/We have read the conditions of this Application and by signing this Application, agree to abide by and comply with all the conditions above and any special conditions the Commission may impose as part of the issued Permit.

SIGNED by _____

Date: / /2022