

By-Law 35L; By-Law 14

VISIT CHANNEL POINT COASTAL RESERVE PERMIT APPLICATION

Permits & Concessions Unit

Jape Homemaker Village
Level 1 JHV2
356 Bagot Road
MILLNER NT 0810

Territory Parks and Wildlife Conservation By-Laws

Pursuant to By-Law 52 of the *Territory Parks and Wildlife Conservation By-laws 1984*, the Parks and Wildlife Commission of the Northern Territory ("the Commission") hereby grants to the party specified herein as the Permit Holder together with those persons specified herein as accompanying the Permit Holder ("the nominees") a permit to 1) enter into the Channel Point Coastal Reserve; 2) drive or ride in a motor vehicle or vessel in the Reserve (By-Law 35L); and 3) use cast nets, crab pots or hand spears in the Reserve (By-Law 14). In addition to this permit to enter and drive, approval is granted to camp in the designated campground in the Reserve (By-Law 8).

Postal address

PO Box 496
PALMERSTON NT 0831

T 08 8999 4795

F 08 8999 4524

E pwpermits@nt.gov.au

Please allow 5 working days to process this application

NAME OF APPLICANT:	
RESIDENTIAL ADDRESS:	POSTAL ADDRESS:
TELEPHONE:	MOBILE:
EMAIL:	FAX NUMBER:
EMERGENCY CONTACT NAME :	EMERGENCY CONTACT PHONE NUMBER:
<i>PREFERENCE 1</i>	<i>PREFERENCE 2</i> (alternative date if 1st preference not available)
DATE IN: ___ / ___ / 20___	DATE IN: ___ / ___ / 20___
DATE OUT: ___ / ___ / 20___	DATE OUT: ___ / ___ / 20___
MEANS OF ACCESS: <input type="checkbox"/> VEHICLE <input type="checkbox"/> VESSEL	IS THIS A COMMERCIAL ACTIVITY? <input type="checkbox"/> YES <input type="checkbox"/> NO Will you receive income from this trip; do you have clients; charge tour fees?

VEHICLE MAKE	MODEL	COLOUR	REGISTRATION

FULL NAMES OF ADULTS	FULL NAMES OF CHILDREN (5 - 15 YEARS)	FULL NAMES OF CHILDREN (UNDER 5 YEARS)

KEY TO BE COLLECTED FROM: MILLNER OFFICE KATHERINE OFFICE

KEY TO BE RETURNED TO: MILLNER OFFICE KATHERINE OFFICE

The Department of Tourism, Sport and Culture adheres to the Northern Territory Government Privacy Statement, which can be found at: <http://www.nt.gov.au/copyright-disclaimer-and-privacy>

CONDITIONS OF PERMIT:

The Applicant and nominees listed on the Permit must comply with the following conditions:

1. The Applicant together with the nominees enter the Reserve entirely at their own risk and the Parks and Wildlife Commission ("the Commission"), the Conservation Land Corporation ("the Corporation") and the Northern Territory of Australia ("the Territory") accept no liability for any loss, damage or injury of whatsoever nature to the Applicant or nominees or any other person, arising out of or in connection with the presence of the Applicant or the nominees in the Reserve.
2. The Permit must be clearly displayed on the dashboard of the Applicant's vehicle at all times while in the Reserve and must be produced for inspection upon request by a Conservation Officer, Park Representative or the Police.
3. All Nominees are to be made aware of the conditions of the Permit.
4. The Applicant is responsible for all actions of those nominees listed on the Permit and ensuring they comply with the conditions of the permit.
5. The Applicant and nominees shall comply with all regulations or rules made by the Commission and all Statutes, By-laws and Regulations in force in the Northern Territory in respect of the Reserve.
6. The Applicant and nominees shall not drive nor permit to be driven any vehicle within the Reserve other than on designated roads or in designated parking and camping areas.
7. The Applicant must ensure that all gates outside the Reserve are left as they were found and the gate to enter the Reserve is locked behind them.
8. The Applicant and nominees may camp in designated camping areas only.
9. The Applicant and nominees shall not carry or use a firearm or other weapon, trap, or snare, net or spear gun, ammunition or explosives, or lay a bait or poison in Channel Point Coastal Reserve except in accordance with a special permit issued under the By-laws. Cast nets, crab pots and hand spears are permitted.
10. The Applicant and nominees shall not take or bring domestic animals into Channel Point Coastal Reserve.
11. The Applicant is responsible for ensuring that all litter and waste is carried out of the Reserve and disposed of appropriately. Please consider recycling.
12. Cleaning of fish and disposal of fish waste or other material, including on the boat ramp or foreshore, within the Reserve is prohibited.
13. The lighting of fires is not permitted other than in the designated communal fireplaces provided in the picnic site. Campsite fires are not permitted.
14. Generators are permitted within the designated campsites however they must be turned off between 10.00pm and 6.00am.
15. The Applicant shall not do anything in the Reserve which is noisome, offensive or a nuisance or annoyance to persons including other Applicants and users of the Reserve.
16. Visitors are required to comply with any reasonable direction given by a Conservation Officer to avoid natural or other hazards in the area.
17. The Permit is valid for direct access to, from and into the Reserve only. It does not permit entry into other areas of Aboriginal land and or waters over aboriginal land, including the Peron Islands, or private land, including the Channel Point Community.
18. Motorbikes, including trail bikes and quad bikes and the like are prohibited.
19. The Permit does not permit the conduct of trade or commerce within the Reserve which requires an appropriate By-Law 13 Permit from the Commission.
20. If the Applicant is a club, association, school group or non-profit organisation, the Applicant shall effect and keep effected a comprehensive "all risks" liability policy inclusive of public liability and claims arising out of the Permit of not less than ten million dollars (\$10,000,000) for any single event, which policy shall be endorsed to include the indemnity given by the Applicant herein.

21. If applicable, the Applicant must provide evidence to the Commission that such insurance, as described in Clause 20, has been effected.
22. The Applicant will reimburse the Commission or Territory for any cost of land based search or rescue incurred by the Commission arising out of or in connection with the presence of the Applicant or the Nominees in the Reserve.
23. The Permit shall not confer upon the Applicant or the nominees the exclusive right to possession of the whole or any part of the Reserve.
24. The Commission may in its discretion, in the interests of safety and if the conditions of the Reserve so requires it, close the Reserve or any part of the Reserve or prohibit the use of the Reserve or any part of the Reserve.
25. The Applicant accepts that the key deposit will be forfeited if the gate key is left in the Reserve, lost, damaged, returned to the wrong location or returned late and that the Commission may not issue any future permits to visit the Reserve.
26. The Applicant authorises information being provided to the NT Police and Emergency Services (Water Police) to support emergency response management.
27. The Commission shall revoke the Permit if in the opinion of the Commission the Applicant breaches any of the Permit conditions.

INDEMNITY:

The Applicant and nominees shall indemnify, and keep indemnified the Parks and Wildlife Commission of the Northern Territory, the Conservation Land Corporation, and the Northern Territory of Australia, their officers, employees and agents against all claims, demands, loss or damage to property, or injury or death to any person, arising as a result of, or in connection with, use of the permit to which this application applies and in particular (but not limited to):

- (a) breach or neglect or failure of the Applicant and nominees to observe or perform or fulfil any of the conditions of the permit; or
- (b) the presence, conduct or activity of the Applicant and nominees while on the Reserves specified at Purpose of Permit [above].

In consideration of the Commission granting to the Applicant a Permit to visit Channel Point Coastal Reserve, the Applicant hereby agrees to the above conditions and certifies that the above particulars contained in this application are true and correct.

Signature of applicant: _____ Date ____/____/____

ACCESS KEY:

Prior to entering the Reserve, Permits Holders will be required to collect a key to open gates. A \$250 deposit will apply. Credit card is the preferred payment method to ensure immediate refunds. Payment of the key deposit is to be paid at the time the key is collected and not when submitting this Application.

Access keys can be collected within one working day before the entry date on the permit and must be returned by 4.00pm on the date specified on the permit.

- Access keys can be collected from and returned to the Parks and Wildlife Commission at:
- o Millner Office – Level 1, Jape Homemaker Village, 365 Bagot Road, Millner, NT 0810
 - o Katherine Office – 32 Giles Street, Katherine, NT 0850

Access keys left in the Reserve, lost, damaged, returned to the wrong location or returned late will result in the forfeit of the key deposit and the Commission may not issue any future permits.

PAYMENT OF CAMPING FEES:

Payment of camping fees (excluding the key deposit) must be provided with this Application. Bookings will not be accepted or confirmed without payment in full. **Camping fees will not be refunded.**

Camping Fees per night:

- Adults \$10.00 (GST inclusive)
- Child (5-17 years) \$5.00 (GST inclusive)
- Family (2 adults 4 children) \$25.00 (GST inclusive)

Please complete the table below to calculate camping fees to be paid:

Number of Adults	_____	x \$10.00 each :	\$ _____
Number of Children (5 – 17 years)	_____	x \$5.00 each =	\$ _____
Number of Families (2 adults & 4 children)	_____	x \$25.00 each =	\$ _____
Subtotal			\$ _____
Multiply by number of nights _____			
Total amount due			\$ _____

Camping fees are payable by either cash (if in person), cheque or credit card

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

Credit Card Details:

MasterCard Visa (please circle one)

Card No. ____ / ____ / ____ / ____ Expiry ____ / ____

CVV: _____

Name _____ Signature _____

OFFICE USE ONLY:

Date Paid: / /	Receipt Number:	Permit Number:
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