

Forest Event Application

ISSUED BY FORESTRYSA

THE FOREST IS CLOSED ON DAYS OF TOTAL FIRE BAN

This application is for events and activities within ForestrySA Native Forest Reserves or the OneFortyOne Plantations Pty Ltd estate. Please complete and return this form, along with a copy of your Public Liability Insurance to conservationandrecreation@forestrysa.com.au, at least six weeks prior to your event.

CONTACT DETAILS

EVENT / GROUP NAME

ADDRESS

NAME OF ORGANISER

PHONE EMAIL

CONTACT DURING EVENT MOBILE NO

EVENT INFORMATION

EVENT / ACTIVITY

LOCATION (map must be included for approval).....

LICENCE PERIOD: FROMUNTIL

NUMBER OF: PARTICIPANTS SPECTATORS

COMMENT / ISSUES REQUIRING CONSIDERATION

ARRANGEMENTS FOR

FIRE PROTECTION

EMERGENCY AND FIRST AID

PARKING

TOILET FACILITIES

FOREST ACCESS

LIQUOR LICENCING

NEIGHBOUR NOTIFICATION

LIMITING ENVIRONMENTAL IMPACTS

ADDITIONAL CONDITIONS OR RESTRICTIONS.....

DECLARATION: I have read and agree to comply with the conditions of this event application and Licence Terms and Conditions (see next page). A copy of my Public Liability Insurance is attached to this application.

NAME DATE

For further information during office hours please contact:

ForestrySA Corporate Office 152 Jubilee Highway East / PO Box 162 MOUNT GAMBIER SA 5290
(08) 8724 2888 | conservationandrecreation@forestrysa.com.au



ForestrySA

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LICENCE TERMS AND CONDITIONS

1. Application

These Licence Terms and Conditions will only apply if ForestrySA sends you a written confirmation notice informing you that your application has been accepted.

2. The licence

If your application is accepted ForestrySA will grant to you a non-exclusive licence to access and use the Licensed Area in line with the Event Information and Arrangements outlined on Page 1 of this document, and any other terms and conditions specified.

3. Permitted use, access and restrictions

You must not without the prior written consent of ForestrySA use the Licensed Area for any purpose other than for the activity, event, or use as described in the Event Information outlined by you on Page 1 of this document.

You acknowledge and agree that the licence granted by ForestrySA is subject to the following restrictions:

1. You have no right to remove or utilise in any way the forest vegetation, including without limitation the trees and timber, or minerals in the Licensed Area.
2. Except as expressly required by ForestrySA to carry out the Permitted Use, you must not make any improvements, alterations or additions to the Licensed Area, including the erection of advertising, signs, route markers or bunting without obtaining ForestrySA's prior written consent.
3. Advertising, signs, route markers or bunting must not be attached to trees by nails staples or wire, and must all be removed within seven days.
4. During fire danger season, you must contact ForestrySA prior to accessing the Licensed Area for any purpose to determine whether a total fire ban or forest closure is in force.
5. You must not access the Licensed Area at any time whilst a total fire ban is in force, or while a forest closure is in force (as determined by ForestrySA from time to time).
6. You must not damage, disturb or clear any flora or fauna, or any cultural features, facilities or improvements on the Licensed Area.
7. You must remove all rubbish and evidence of your event from the Licensed Area and any nearby areas within 24 hours.
8. You must, at your own expense, comply with ForestrySA's / OneFortyOne's fire season requirements for licensees applicable under direction of ForestrySA.
9. You must, at your own expense, use the Licensed Area in a manner which keeps it in a good, neat and tidy condition and in a good and tenable state of repair and condition (fair wear and tear excepted).
10. Use the Licensed Area in a safe and environmentally sound manner.
11. Ensure vehicles are parked only in designated parking areas.
12. Not use fireworks on or near any ForestrySA / OneFortyOne lease land.
13. Not use confetti or glitter on or near the Licensed Area.
14. Promptly, and no later than 48 hours after discovery, notify ForestrySA in writing of any damage whatsoever occurring to the Licensed Area.
15. Promptly make good any damage (including pollution or contamination) caused to the Licensed Area by you or your agents, contractors, workmen or employees.
16. Comply with all laws, and any notices, orders or requirements lawfully given or made by any authority or authorities, in respect of the Licensed Area or your use of the Licensed Area.
17. At your own expense, obtain and maintain all approvals necessary for the Permitted Use as specified under Event Information by you on Page 1 of this document.
18. Notwithstanding any other provisions of this licence, ForestrySA may restrict the use of the Licensed Area where such use will in ForestrySA's opinion cause damage to the Licensed Area or will prejudice, cause nuisance to or obstruct other users of ForestrySA land.



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4. Licence Fee

1. You must pay to ForestrySA the licence fees as specified or agreed by no later than one week before the event. These fees are expressed inclusive of GST. ForestrySA will provide an invoice.
2. If any amounts owing by you are not paid within the time fixed by this licence, you agree that ForestrySA may charge interest, calculated on a daily basis at the Reserve Bank of Australia Indicator Lending Rate, for small business (Variable – Other – Overdraft), published in the Reserve Bank Bulletin as Table F05 “Indicator Lending Rates”, plus three percent (3%) on such overdue amounts.
3. You must pay and discharge all other fees, charges, and outgoings (if any) levied in respect of the Licensed Area relating to your activities.

APPLICATION TO HOLD AN EVENT OR ACTIVITY IN A FOREST RESERVE

5. Obligations at the end of the licence period

You will, upon the expiration or earlier termination of this licence vacate the Licensed Area and reinstate to such condition as is consistent with the obligations contained in this licence. You must, if ForestrySA so requires, remove any improvements, additions or alterations you have erected or made on the Licensed Area, and if you fail to do so such improvements, additions or alterations become the property of ForestrySA and ForestrySA is not liable to compensate you for them.

6. No assignment

You must not assign, transfer, sub-let or sub-licence or otherwise permit a third party to use the Licensed Area without obtaining ForestrySA's prior written consent.

7. Inspection

1. ForestrySA / OneFortyOne retains all rights to access and use the Licensed Area for its own purposes, and without limiting such rights ForestrySA may at any time inspect and examine the condition of the Licensed Area.
2. ForestrySA may require you by notice in writing to undertake repairs to the Licensed Area or other actions to ensure compliance with obligations contained in this licence, and you must comply with any notice issued pursuant to this clause within the time specified in the notice.
3. If you fail to comply with obligations under this clause, ForestrySA may carry out the repairs or undertake your other obligations at your expense.
4. All monies expended by ForestrySA in carrying out repairs, litter removal, and other of your obligations will be owed by you as a debt to ForestrySA.

8. Release

1. You acknowledge and agree that you have been given the opportunity to inspect the Licensed Area prior to entering this licence, and you have satisfied yourself of the fitness of the Licensed Area for the Permitted Use.
2. You occupy and use the Licensed Area at your own risk and you release to the full extent permitted by law ForestrySA, the State, and their officers, employees, contractors and agents from all claims resulting from any loss of life, accident, injury to persons or loss of or damage to property occurring in, on or in the vicinity of the Licensed Area or as a result of your use of the Licensed Area (including any loss of or damage to any of your personal property).

9. Insurance and indemnity

1. If through the breach of this licence or your negligence a claim is brought against ForestrySA or the State, you must indemnify ForestrySA and the State against all costs and liabilities arising from such claims.
2. You must effect and maintain a Public Liability policy of insurance, for not less than ten million dollars (\$10,000,000), or such other amount specified on Page 1 of this document, in respect of any claim arising from, or related to, your access to and use of the Licensed Area.
3. ForestrySA may require you to provide proof that the policy of insurance required by this clause has been effected and maintained.



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10. Damage or Destruction

1. ForestrySA has no obligation to reinstate or restore the Licensed Area or adjacent land if it is rendered unfit for your occupation or use or cannot be accessed.
2. Licensed Area is damaged or destroyed, ForestrySA may determine in its absolute discretion whether the Licensed Area has been rendered unfit for your occupation or use.
3. If ForestrySA determines that the Licensed Area is unfit for your occupation or use, or cannot be accessed this licence will terminate, with no liability to ForestrySA.

11. Termination

ForestrySA may terminate this licence immediately by notice in writing to you and require you to vacate the licensed area if:

1. You fail to pay the licence fees within the time fixed by this licence;
2. You breach any obligation imposed on you by this licence;
3. You enter into a form of insolvency administration.
4. ForestrySA may terminate this licence by one month's notice in writing to you and require you to vacate the Licensed Area if it or the State requires the OneFortyOne Licensed Area for other purposes, including without limitation logging or plantation operations.
5. ForestrySA may terminate this licence without cause by three months' notice in writing to you and require you to vacate the Licensed Area.
6. Termination of this licence by ForestrySA shall be without prejudice to any rights, remedies or actions that ForestrySA may have or has against you in respect of any antecedent breach by you of the terms and conditions contained in this licence.

12. Publicity

You must not promote or publicise your activity or event until it has been approved.

13. Special Conditions

You must comply with the additional conditions or restrictions (if any) specified on Page 1.

