|  |  |
| --- | --- |
| Event # |  |

**For your safety, Forest Reserves are closed on Total Fire Ban Days &**

**Forest Closure Days as enforced by ForestrySA.**

**~ CFS Bushfire Hotline 1300 362 361 ~**

Event name

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | | | | | | | | |
| Business/Organisation/Group name | | | | | | | | | |
|  | | | | | | | | | |
| ABN | | | |  | ACN/Incorporation number | | | | |
|  | | | |  |  | | | | |
| Business address: | | | |  |  | | | | |
|  | | | | | | | | | |
| Contact person(s) | | | | | | | | | |
|  | | | | | | | | | |
| Mobile | | | |  | Alt phone | | | | |
|  | | | |  |  | | | | |
| E-mail | | | |  | Alt e-mail | | | | |
|  | | | |  |  | | | | |
| **1. TYPE OF ACTIVITY** | | | | | | | | | |
|  | Cave Diving (1) |  | Filming (video / photo /drone) | | | |  | Sled dogs |
|  | Caving (dry) (1) |  | Horse riding(1) | | | |  | Trail walking/running |
|  | Cycling |  | Motor vehicle event | | | |  | Wedding(2) |
|  | Education/Scouts |  | Orienteering/ Rogaining | | | |  | Other (specify below) |
|  | Commercial user / Tour operator (Choose activity in addition to this option) | | | | | | | |
| **Short description of Activity & Other**  *(1 )Supply your permit number(s) please (attach separate page if not enough space here).*  *(2) Please have an alternative plan/location in place.* | | | | | | | | |
|  | | | | | | | | |
| **2. LOCATION & PERIOD** | | | | | | | | | |
|  | Mt Crawford |  | Second Valley | | |
|  | Kuitpo |  | Mt Gambier region | | |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Start date | | | |  | | | | | | Start time (approx.) | | | |  | |
| End date | | | |  | | | | | | End time (approx.) | | | |  | |
| **Please attach a detailed map/plan (Google Maps/Earth is preferred) showing the proposed location of the event, including where any temporary infrastructure is to be erected and the proposed location of participants’ car parking, temporary signage and course marking. If the event will occur in multiple locations, please ensure your map/plan includes details relating to when you will enter and exit each individual location.** | | | | | | | | | | | | | | | | |
| **3. EXPECTED NUMBERS (including organisers & marshals)** | | | | | | | | | | | | | | | |
|  | 1-10 |  | 11-20 |  | 21-30 |  | 31-40 |  | 41-50 | |  |  | Safety vehicles / First Aid | | # |

\* Events with more than 50 people expected, will require more detailed information. See Annexure A.

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **4. FACILITY BOOKING REQUIRED** | | | **Booking no:** | | |  | | | | | | |
|  |  | **No\*** |  |  | **No\*** |  |  | | | | **Max** | | |
|  | Woodcutter’s Cottage | 11 |  | Fromm’s Farm | 20 |  | Chookarloo Camp | | | | 10/site | | |
|  | Tinjella Hut | 10 |  | Cromer Shed | 20 |  | Rocky Paddock Camp | | | | 10/site | | |
|  | Rocky Creek Hut | 5 |  | Youth Hostel Camp | 20 |  | Chalks Camp | | | | 10/site | | |
|  | The Old School House | 10 |  | Ponderosa Camp | 20 |  | Other | | | |  | | |
|  | Thomas Hill House | 17 |  |  |  |  |  | | | |  | | |
| \*Max sleeping capacity of facility  **5. SPECIAL CONSIDERATIONS** | | | | | | | | | | | | |
| Does the event require animals to be brought into the forest/reserve? | | | | | | | |  | Yes |  | | No |
| Will the event incorporate any commercial filming (video / photography / drone)? | | | | | | | |  | Yes |  | | No |
| Will there be catering, or the sale/provision of food and beverages at the event? | | | | | | | |  | Yes |  | | No |
| Will alcohol be provided/sold at the event? | | | | | | | |  | Yes |  | | No |
| Is any camping required as part of this event? | | | | | | | |  | Yes |  | | No |
| Are you charging a participation/entry fee? | | | | | | | |  | Yes |  | | No |
| Are issues or considerations from previous event? | | | | | | | |  | Yes |  | | No |
| Did you organise an alternative wedding venue? | | | | | | | |  | Yes |  | | No |
| ForestrySA may determine it necessary for a Ranger to attend your event.  An additional cost for this may be involved. | | | | | | | | | | | | |

*If you answered YES to any of these questions, please complete the relevant sections of* ***Annexure A****.*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **6. EQUIPMENT REQUIREMENTS** | | | | |
| Does the event require the use of existing facilities (car parks, toilet blocks (3), etc.)? |  | Yes |  | No |
| Will there be a generator at the event? |  | Yes |  | No |
| Will there be sound speakers, or sound amplification devices at the event? |  | Yes |  | No |
| Does the event require any other equipment or facilities (such as marquees, shelters |  | Yes |  | No |
| signage or course marking)? |  |  |  |  |
| Does the event require any vehicles to enter the forest/reserve? |  | Yes |  | No |
| Are there any other requirements? List below. |  | Yes |  | No |
|  |  |  |  |  |
|  | | | | |

*If you answered YES to any of these questions, please complete the relevant sections of* ***Annexure B.***

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **7. INSURANCE** | | | | |
| Do you hold Public Liability Insurance for this event? (AU$ 10m minimum) |  | Yes |  | No |

|  |  |  |  |
| --- | --- | --- | --- |
| Level of Insurance Cover (in AU$) |  | Policy Expiry Date |  |

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| --- |
| **8. CHECKLIST** |
| **Please ensure the following documents are included with your application** |

|  |  |  |  |
| --- | --- | --- | --- |
|  | Plan/Map of event location |  | Public Liability insurance Certificate of Currency |

\* *Other documents may be requested to be provided such as: Emergency Response Plans, Risk Management Plans, Traffic Management Plans, Itinerary, Neighbour Notifications, etc. as required.*

**A picture containing object

Description automatically generated**

\* *Generators may be used in period when wood fires are permitted*

**ACKNOWLEDGEMENT**

* I declare that the information provided in this application is true and correct.
* I have read and agree to comply with the Terms and Conditions of this agreement.
* I declare that I will notify ForestrySA if the information provided in this application becomes untrue, or if the

details regarding the proposed event changes.

* I acknowledge there may be fees associated with this event agreement and will finalise accounts prior to the event date.
* I affirm that an alternative location and plan is in place, should unforeseen circumstances (such as Total Fire Ban Day declaration or forest operations) prevent the event proceeding.
* Emergency Response Plan in place for event regardless of time of year event being held.
* I/we will not advertise the event until approval from ForestrySA has been received.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Applicants name (Please print)** | | | | |
| **A picture containing stationary, paper clip, sitting, object  Description automatically generated** | | | | |
| **Signature of applicant** |  | **Date** |
|  |  |  |

Email your application to [recreation@forestrysa.com.au](mailto:recreation@forestrysa.com.au) at least 4 weeks prior to the event with all other required documentation.

Submission of your application does not guarantee approval.

This even application can be terminated at any time after approval – See Item 11 of Terms and Conditions.

**ANNEXURE A**

**ForestrySA Logo** – Any event held on ForestrySA land must use the FSA logo (landscape or portrait) in correspondence/advertising. (ForestrySA will supply you with a high-quality logo.)

Min size: Landscape: 35mm wide x 13mm high, Portrait: 15mm wide.

No changes can be made to the logo. A sample of material and social media link must be sent to FSA.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | Facebook |  | Instagram |  | Letter / e-mail |  | Brochure |  | Other |

**Commercial Event / Tour Operators**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | AU$ 20m Insurance |  | Map(s) |  | Traffic management plan |
|  | Emergency response plan |  | Neighbour notification |  | Other |
|  | Itinerary |  | Risk management plan |  |  |

\* *Commercial User checklist available upon request*Please supply more information regarding your event. Supporting documents can be attached.

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**Visitor numbers exceeding 50 people** (NOT Commercial / Tour Operators)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Expected people |  | Itinerary |  | Risk management plan |
|  | Expected vehicles |  | Emergency response plan |  | Traffic management plan |
|  |  |  | Map(s) |  | Neighbour notification |

Please supply more information regarding your event. Supporting documents can be attached.

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**Animals**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | Horses |  | Dogs |  | Other |  | Permit number |

Please provide details, including what the animals will be used for, where they will be kept and how they will be secured.

|  |
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**Alcohol** – Is alcohol going to sold by organiser or brought to event by participants for private consumption? If sold, please supply Liquor licence details.

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| --- | --- | --- | --- |
|  | Yes |  | No |

Short description of what and quantities are going to be sold/brought in.

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**Camping/Hut** – Please give booking number (from ForestrySA) for camping/accommodation. Please adhere to the no’s per site.

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**Cave diving / Caving**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Cave diving |  | Caving |  | Permit numbers attached |

Please provide details. Attach permit numbers for all participants.

|  |
| --- |
|  |

**Filming / photography** – Approval must be obtained from ForestrySA before flying a drone.

What type of commercial filming will be undertaken?

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | Still photography |  | Video |  | Drone\* |  | Permit no for drone |

Contact details, including name and phone number for filming operator (if different to event organiser).

\* Drone operators must adhere to all CASA and ForestrySA guidelines & must have an ARN & RePL/ReOC.

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**Food & Beverage** – Please provide details of the sale/provision of food and beverage, or any catering at the event. Dustbins must be supplied for left-over food & rubbish and removed by organisers.

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**(Charity events only)** – Please provide details of the registered charity the event is in aid of.

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**Wedding**

|  |  |  |  |
| --- | --- | --- | --- |
|  | Approx. no of people |  | Approx. no of vehicles |

Short description of decorations and other items that will be brought onto the premises.

\* Please read the T&C’s for weddings carefully.

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**Staff requirement** – Please provide details of what capacity ForestrySA staff will be required at the event. There may be an additional cost for this.

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**ANNEXURE B**

**Facilities** – Please list the ForestrySA facility to be used as part of this event (e.g. huts, toilets (3), car parks, campground, building, etc.).

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**Generators** – Please provide details of any generators at the event.

\* Take note that a Hot Works permit will have to be obtained from FSA and other fire requirements will apply.

|  |
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**Describe the no, size and type of any speakers or sound amplification equipment at the event**.

|  |
| --- |
|  |

**Please provide details of any other equipment you will provide at the event**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | Shelter/Tent/Marquee |  | Portable toilets (3) |  | Signage (4) |  |  |
|  | Course markings/Flags |  | Seating |  | Other |  |  |

Describe the equipment required for this event including any requirements for its set-up and pack-up.

(3) More than 30 people require extra portable toilets supplied by applicant.

(4) See T&C’s Item 3 (b) (iii).

|  |
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**Vehicles**

Does your event require the use of any vehicles for either support or first-aid purposes?

|  |  |  |  |
| --- | --- | --- | --- |
|  | Yes |  | No |

Will the vehicle(s) be required to access roads or racks in the reserves not usually accessible to public vehicles?

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Yes |  | No |  | Unsure |

Short description of vehicle(s) type and function.

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|  |

**TERMS AND CONDITIONS**

# The Licence

## The area covered by this application will be referred to as the ‘Licenced Area’.

## If your application is approved, ForestrySA (FSA) will grant to you a non-exclusive licence to access and use the Licensed Area described in Item 2 & 6, for the Permitted Use described in Item 1, for the duration of the Licence Period described in Item 2 (unless terminated earlier) and on the terms and conditions set out in this licence.

All plantation forests in the Green Triangle covered by this Licence are under lease to OneFortyOne Plantations (OFO). All terms and conditions apply to these leased areas as well.

# Permitted Use, Access and Restrictions

## You must not without the prior written consent of FSA use the Licensed Area for any purpose other than for the activity, event, or use described in Item 1 (“Permitted Use”).

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

### 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

### except as expressly required by FSA to carry out the Permitted Use, you must not make any temporary improvements, alterations or additions to the Licensed Area, including the erection of advertising, signs, route markers or bunting before obtaining FSA’s approval

### advertising, signs, route markers or bunting must not be attached to trees or route markers, by nails staples or wire, and must all be removed within 3 days (unless negotiated with FSA)

### you must remove all rubbish and evidence of your event from the Licensed Area and any nearby areas within 24 hours

### during fire danger season, you must contact FSA prior to accessing the Licensed Area for any purpose to determine whether a total fire ban or “Forest Closure Day” is in force

### you must not access the Licensed Area at any time whilst a total fire ban is in force, or whilst a “Forest Closure Day” is in force (as determined by FSA from time to time)

### you must not damage, disturb or clear any flora or fauna, or any cultural features, facilities or improvements on the Licensed Area

### not use fireworks on or near any FSA land or leased areas

### not use confetti or glitter on or near the Licensed Area.

### Use of drones is prohibited unless by prior approval.

## You must, at your own expense:

### comply with FSA’s fire management requirements. (We will assess the fire suppression requirements and inform the licensee)

### supply your own fire suppression equipment as instructed by FSA.

### 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)

### use the Licensed Area in a safe and environmentally sound manner

### ensure that vehicles are parked only in designated parking areas

### promptly, and no later than 48 hours after discovery, notify FSA in writing if any damage whatsoever occurred to the Licensed Area

### promptly make good any damage (including pollution or contamination) caused to the Licensed Area by you or your agents, contractors, workmen or employees

### 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

### at your own expense obtain and maintain all approvals/permits necessary for the Permitted Use.

## Notwithstanding any other provisions of this licence, FSA may restrict the use of the Licensed Area where such use will in FSA’s opinion cause damage to the Licensed Area or will prejudice, cause nuisance to or obstruct other users of FSA land.

## Obey conditions for plantation areas.

### General access to the forest is welcome during daylight hours and does not require a permit.

### Obey all signage and avoid area of commercial operations for your own safety.

### NO ENTRY on days of Total Fire Ban.

### No interference with plantation crops or removal of plantation products.

### Use of any firearm or other weapon is prohibited.

### All vehicles must be registered, drivers licenced and remain on formed tracks. Drivers are asked to drive in a manner appropriate to the conditions and be aware of larger forest machinery that may be using the roads.

### Keep to the designated roads/tracks.

### Treat wetlands, native vegetation, heritage and cultural areas with care and respect.

### Any request or directions made by FSA or OFO representatives in relation to forest operations and safety must be observed.

### Entry is at the sole risk of the person entering the plantation area.

### FSA and OFO reserves the right to recover cost of any damage from the licensee.

## Respect other users and neighbours.

## Report all incidents or near misses to FSA immediately.

# Licence Fee

## You must pay to ForestrySA (FSA) the licence fees set out in the invoice, before the event is approved. These fees are expressed inclusive of GST.

## If any amounts owing by you are not paid within the time fixed by this licence, you agree that FSA 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

## You must pay and discharge all other fees, charges, and outgoings (if any) levied in respect of the Licensed Area relating to your activities

## A refund will be paid by FSA, if the event is cancelled for any reason stipulated in Item 11 of the T&C’s.

# 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 FSA 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 FSA and FSA is not liable to compensate you for them.

# 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 FSA’s prior written consent.

# Inspection

## FSA retains all rights to access and use the Licensed Area for its own purposes, and without limiting such rights FSA may at any time inspect and examine the condition of the Licensed Area.

## FSA 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.

## If you fail to comply with obligations under this clause, FSA may carry out the repairs or undertake your other obligations at your expense.

## All monies expended by FSA in carrying out repairs, litter removal, and other of your obligations will be owed by you as a debt to FSA.

# Release

## 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.

## You occupy and use the Licensed Area at your own risk and you release to the full extent permitted by law FSA, 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 personal property).

## You acknowledge and agree that the Licensed area might change in appearance due to harvesting activities, fire or general maintenance carried out by FSA. FSA will notify you of any changes.

# Insurance and Indemnity

## If through the breach of this licence or your negligence a claim is brought against FSA or the State, you must indemnify FSA and the State against all costs and liabilities arising from such claims.

## You must effect and maintain a Public Liability policy of insurance, for not less than ten million Australian dollars ($10,000,000), in respect of any claim arising from, or related to, your access to and use of the Licensed Area.

## Commercial / Tour operators must maintain a Public Liability policy of insurance for not less than 20 million Australian dollars ($20,000,000).

## FSA may require you to provide proof that the policy of insurance required by this clause has been effected and maintained.

# Damage or Destruction

## ForestrySA (FSA) 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.

## If the Licensed Area is damaged or destroyed, FSA may determine in its absolute discretion, whether the Licensed Area has been rendered unfit for your occupation or use.

## If FSA determines that the Licensed Area is unfit for your occupation or use, or cannot be accessed this licence will terminate, with no liability to FSA.

# Weddings

## FSA will not be held responsible if an alternative venue has not been organised. It is not FSA’s duty to organise an alternative venue. FSA will notify the licensee of changes to the event area, as soon as they occur.

## Full payment required prior to Ranger approval for event.

## Full refund will be paid if FSA were to cancel the event.

## If the venue is cancelled by the licensee, a refund will be paid as per Item 12 of the T&C’s.

# Termination

## FSA may terminate this licence immediately by notice in writing to you and require you to vacate the Licensed Area if:

### you fail to pay the licence fees within the time fixed by this licence

### you breach any obligation imposed on you by this licence

### you enter a form of insolvency administration

### a Fire Ban day has been declared.

## FSA may terminate this licence in writing to you and require you to vacate the Licensed Area if it or the State requires the Licensed Area for other purposes, including without limitation logging or plantation operations.

## FSA will suggest an alternative area for Commercial users only.

## Termination of this licence by FSA shall be without prejudice to any rights, remedies or actions that FSA may have or has against you in respect of any prior breach by you of the terms and conditions contained in this licence.

# Refunds

## A full refund will be paid if FSA cancel the event.

## An administration fee of $25 will be charged for cancellation by the Licensee.

## Refunds will be paid back with the following conditions:

### 0 – 14 days before the event = 25% refunded

### 14 – 21 days before the event = 50% refunded

### 21 days+ before the event = 75% refunded

## Each case will be assessed on its own merit.

# Publicity

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

Event Organisers must not make, or permit to be made, any public announcement or media release in respect of any aspect of this Event Application without written consent of ForestrySA.

Event Organisers and ForestrySA will attempt to resolve any dispute in relation to this Event Application. Each party will then negotiate in good faith to attempt to resolve the dispute.

# Special Conditions

You must comply with any additional conditions or restrictions specified by ForestrySA in your application approval.