|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Application Number (Permit)\*: |  |  |  |  |  |  |  |

\* Application will not be accepted without an Application Number

**Forests are closed on Total Fire Ban Days.**

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

Please email your Event Application to recreation@forestrysa.com.au.

Event Applications must be received no later than 4 weeks prior to the event.

*Submission of your Application does not guarantee approval.*

*Event Applications can be terminated any time after approval – See Item 11 of Terms and Conditions.*

Event name

|  |
| --- |
|  |
| Business / Organisation / Group name |
|  |
| ABN |  | CAN / Incorporation number |
|  |  |  |
| Business address: |  |  |
|  |
| Contact person/s |
|  |
| Mobile |  | Alt phone |
|  |  |  |
| E-mail |  | Alt e-mail |
|  |  |  |
| Start date |  | Start time (approx.) |  |
| End date |  | End time (approx.) |  |
| **1. Short description of Event** (eg: horse riding, orienteering/rogaining, sled dogs, trail walking/running) |
| **2. If applicable, please provide camping/accommodation booking number/s and details**  |
| **3. Location** (e.g. Kuitpo, Mt Crawford, Second valley or Mount Gambier)  |
| **Event Maps -** Please attach detailed map showing proposed event location (Google Maps/Earth preferred). Include location of any temporary infrastructure and proposed location of any car parking, temporary signage, and course marking.\* *Other documents may be requested to be provided such as: Emergency Response Plans, Traffic Management Plans, Itinerary, Neighbour Notifications, etc.* |
| **4. What is your emergency evacuation plan?**  |
| **5. Expected participant numbers** (including organisers and marshals)  |

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| **6. INSURANCE** |
| Do you hold Public Liability Insurance for this event? (AU$ 10m minimum) |  | Yes |  | No |

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

**ADDITIONAL INFORMATION**

**Event Promotion**

**All events MUST be approved before promotion.**

Promotional material must incorporate the ForestrySA logo. ForestrySA will supply you with a high-quality logo and details on its use. Sample of promotional material and any social media links must be sent to ForestrySA.

What type/s of promotion will be used?

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

**Animals** – If applicable, please provide short description and details on type of animal/s being included.

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**Cave diving / Caving** – Please provide details for all participants including permit numbers.

|  |  |  |  |
| --- | --- | --- | --- |
|  | Cave diving |  | Caving |

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**Filming / photography** – A permit must be purchased.

What type of commercial filming will be undertaken?

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| --- | --- | --- | --- | --- | --- | --- | --- |
|  | Still photography |  | Video |  | Drone |  | Permit No/s.  |

Please provide permit number/s and contact details for filming operator, including name and phone number (if different to event organiser).

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**Items for sale** – Please provide details of any items, food or beverages for sale.

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If alcohol will be sold, please provide Liquor Licence details.

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**Weddings** – Please provide a short description of any decorations or other items that will used.

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**Generators** – Please provide details of any generators to be used.

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|  |

**Speakers or sound amplification equipment** – Please describe the number, size and type

|  |
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|  |

**Additional equipment**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | Shelter/Tent/Marquee |  | Portable toilets |  | Signage |  |  |
|  | Course markings/Flags |  | Seating |  | Other |  |  |

NOTE: Events of 30 people or more require supply of portable toilets (1 portable toilet per 30 people)

Describe the additional equipment required including any details regarding set-up and pack-up.

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|  |

**Vehicles** – Do you require vehicle access into the forest?

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

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

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|  |

**Staff support** – Do you need ForestrySA staff support at your event? If so, please provide details.

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|  |

**ACKNOWLEDGEMENT**

* I declare 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 will notify ForestrySA if the information provided in this application becomes untrue, or if the event details change.
* I acknowledge there may be fees associated with this event agreement and will finalise accounts prior to the event date.
* I have an Emergency Evacuation Plan in place.
* I will not advertise the event until approval from ForestrySA has been received.

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

**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 & 3, for the Permitted Use described in Item 1, for the duration of the Licence Period described (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 Terms and Conditions.

# 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 Terms and Conditions.

# 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.

## Will be processed within 30 days of refund request

## 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.