

Operational policy

Workforce and Safety

Firearms shooting ranges

Operational policies provide a framework for consistent application and interpretation of legislation and for the management of non-legislative matters by the Department of Environment and Science. Operational policies are not intended to be applied inflexibly in all circumstances. Individual circumstances may require a modified application of policy.

Policy subject

What is the position of the Queensland Parks and Wildlife Service (QPWS) in relation to firearms shooting ranges on QPWS managed areas, or with range danger areas covering QPWS managed areas?

Background

There are currently six firearms shooting ranges in Queensland wholly or partly located on State forests or timber reserves. Ten other parcels of QPWS managed areas fall within the range danger areas of shooting ranges.

It is necessary to restrict public access to the range danger area during periods of live firing. If this is not possible, the shooting range cannot be used.

The Queensland Police Service has been progressively reviewing the range danger areas of firearms shooting ranges. In many cases, this review has resulted in enlargement of the range danger areas and, in turn, the inclusion of more QPWS managed areas within the safety template.

Definitions

Firing Rights Agreement is a legal agreement between a landowner and a shooting club which provides for inclusion of the landowner's lands within a shooting range or within a range danger area.

QPWS managed areas includes any tenure managed by QPWS, such as national parks and other types of protected areas, State forests, forest reserves and timber reserves, and land reserves for which the QPWS has been appointed trustee.

Range area / range site is the area consisting of the cleared line of fire, mounds, butts and club infrastructure, including parking areas.

Range danger area means the zone around the range site that falls under the safety template and into which projectiles may fall.

Safety template is calculated by either the police or military authorities based on the types and calibres of firearms in use and associated ricochet trajectories.

Shooting club includes clubs, associations or any other constituted group registered to operate a firearms shooting range under the *Weapons Act 1990*.

Policy statement

When evaluating proposals for ranges or range danger areas, the first option to be considered is the potential to realign or relocate the range to remove any overlap with QPWS managed areas. If this is not possible, QPWS will assess the proposal under specific criteria.

Shooting ranges cannot be established on national parks and other categories of tenured protected areas since this is not a compatible use under the *Nature Conservation Act 1992* (NCA). However, a shooting range could be established on a nature refuge if it is consistent with the conservation agreement that governs management of the refuge. Range danger areas can be established over protected areas in particular circumstances.

The clearing of vegetation for new shooting range fairways would not generally be consistent with the cardinal principle for managing State forests under the *Forestry Act 1959*, although existing ranges may be accommodated by means of a permit to occupy if the area is less than 10 hectares. This is generally undertaken where the long-term intent is to excise the range site from the State forest. Range danger areas can also be established over State forests, forest reserves and timber reserves in particular circumstances.

New proposals

QPWS will not issue authorities to enable QPWS managed areas to be included in either:

- new shooting ranges or their range danger areas; or
- expanded range danger areas where this results from a change of use of an existing range*.

** An exception may be considered if an amalgamation of two or more shooting ranges results in the expansion of one range danger area to cater for the closure of another range, where this results in the net decrease of QPWS managed areas in range danger areas.*

The inclusion of QPWS managed areas in an expanded range danger area may be considered if it has been expanded due to a technical review by the Queensland Police Service. The assessment of such a proposal will be carried out using the same assessment process used for renewal proposals.

Renewal of existing authorities for firearm ranges and range danger areas

In assessing proposals, QPWS will evaluate issues related to public interest, nature conservation, timber production and practicality, and in particular will consider:

- the primary purpose and values of the land as prescribed by legislation, and any potential detrimental effects on these values;
- other statutory and policy obligations;
- obligations in respect of native title processes and the interests of traditional owners;
- the entitlements and interests of existing lessees and permittees;
- whether a public interest in QPWS managed areas will be detrimentally affected by the range (for example, if another recreational activity will be curtailed);
- the practicality and desirability of restricting public access to the area of QPWS managed areas within the range danger area (for example, signage denoting a restricted access area may not be effective if the location is near a closely settled community);
- the proportion of the particular parcel of QPWS managed areas that is affected by the range danger area; and
- the regional significance and community value of the shooting range.

If it is agreed to include QPWS managed areas within a shooting range or range danger area, QPWS will restrict public access and negotiate a Firing Rights Agreement (FRA) with the shooting club. The FRA will specify conditions and be for a set term, which will be determined with consideration of the likelihood of any change in circumstances during the period of the Agreement. An FRA may extend for a maximum of ten years and be renewed after half of its term. However, if an occupation permit is involved, the term of the FRA will match the term of the permit (maximum of seven years).

Conditions of a FRA will include, among other matters:

- that the shooting club fund the production and installation of signage and any necessary fencing to the standard required by the QPWS and the Queensland Police Service. The club should also maintain signage and fencing in good condition, undertake regular inspections to ensure that the signs and fencing are functioning effectively and keep a permanent written record of the findings of these inspections;
- that the shooting club indemnify the State of Queensland against any liability arising from the Association's activities and maintain public liability insurance cover to a value determined by QPWS (currently \$10M);
- provision for the FRA to be suspended, cancelled or amended if circumstances arise that necessitate such action; and
- where appropriate, the establishment of a nature refuge over lands owned by the shooting club outside of the range area.

When an existing range located on State forest is approved for renewal, an occupation permit under section 35 of the *Forestry Act 1959* may be issued over the range area. However, an occupation permit will not be issued over any area within the range danger area beyond the range boundaries. Occupation permits are restricted under the Act to areas up to 10 hectares and terms up to seven years.

Occupation permits cannot be issued over timber reserves, which require issue of a lease under the *Land Act 1994*.

A land swap to enable a shooting range to be established or maintained in a locality may be considered as an alternative to having QPWS managed areas affected by a firearms range. Any land swap should involve a net improvement to the QPWS estate in terms of land area, financial value and habitat and/or recreational values. A land swap may involve either freehold land or unallocated State land.

If land swaps or other arrangements can be agreed, QPWS will work towards excising shooting ranges from State forests and timber reserves and placing them under appropriate tenures under *the Land Act 1994*, such as Reserves for Community Purposes (Sport and Recreation), or Deeds of Grant in Trust. All costs associated with land transfers, including surveys and indigenous consultation, will be the responsibility of the shooting club.

Assessment procedure

After assessing proposals for QPWS managed areas to be included in firearms shooting ranges or range danger areas, QPWS may decide to:

1. refuse an application, in which case the range cannot be used;
2. restrict public access to the area covered by the range danger area and enter into an FRA with the shooting club; or
3. recommend the relevant area be excised and revoked, preferably in a land swap arrangement.

Statutory obligations, conservation values and timber values

A decision must not be made to excise or revoke land from QPWS estate if that land provides significant habitat for vulnerable or endangered species or ecosystems, or has other values or attributes that are protected under either the NCA or the Commonwealth's *Environmental Protection and Biodiversity Conservation Act 1999* (EPBC Act). An exception may be made if:

- the excision or revocation is part of a land swap that brings about a net improvement to the protected habitat of the vulnerable and endangered species, or to the other values protected under the NCA or EPBC Act; and/or
- the land to be excised or revoked is to be managed under a conservation agreement established under the NCA and which adequately protects the vulnerable and endangered species, or the other values protected under the NCA or EPBC Act.

Consideration should be given to other potential impacts on conservation values, although stray projectiles are unlikely to result in significant nature conservation impacts on parts of range danger areas beyond a range site. Due to the high concentration of lead, target mounds on shooting ranges are classified as contaminated sites under the *Environmental Protection Act 1994*.

Animal populations close to a range may suffer disturbance from the sound of the firing, but in most cases these impacts will be transient and insignificant. In assessing proposals for firearms shooting ranges there should be consideration of potential impacts on any rare and threatened species, especially at breeding sites. There are unlikely to be any additional impacts if a shooting range already exists.

Where applicable, HQPlantations Pty Ltd(HQP) and/or the Department of Agriculture and Fisheries (DAF) should be consulted before it is agreed to include any State forest or timber reserve in a shooting range or its danger area. Although lead is a soft metal which is unlikely to seriously affect saw blades, DAF/ HQP may have a duty of care to advise sawmillers if harvested timber may contain projectiles.

Native title processes, the interests of traditional owners and other legislative obligations

To provide for future determinations in relation to native title and mining, FRAs will contain the following clause ("State forest", "timber reserve" and "forest reserve" will replace the term "protected area" for the appropriate tenures, in which case the legislative reference will also be amended):

This Deed may be terminated and the Permittee may be required to remove any infrastructure established on or relating to the protected area under this Deed at the Permittee's expense and risk, in the event that:

- it is determined by any Court that Native Title exists over the Authorised Area; or
- it is determined that any person or corporation has a right to access or occupy the Authorised Area under legislation that has precedence over the *Nature Conservation Act 1992*.

In these events, no compensation shall be payable to the Permittee by the State of Queensland.

If this clause is included, restriction of public access to QPWS managed areas for a specific limited term will be a low impact future act that does not extinguish native title. However, appropriate consultation must still be undertaken with traditional owners about the proposed restriction and associated management arrangements.

Any erection of structures or facilities or works that involve earth moving or clearing of vegetation on QPWS managed areas requires adherence to the Native title assessment and notification procedures. This includes the construction of fences around shooting ranges.

Use of the area by lessees and permittees

The entitlements and interests in QPWS managed areas of approved lessees and permittees, including apiarists and foliage harvesters, must be considered in the assessment process and appropriate consultation must be undertaken regarding any proposals for restricting access.

Public interest and access

When assessing public usage of the area, consideration must be given to known recreational usage and other public activities in the area, the presence or absence of visitor attractions and vehicular and walking tracks, the nature of the terrain (especially steepness and vegetation type) and the general likelihood of people wanting to visit the location. Key community stakeholder groups may need to be consulted regarding proposals to restrict access or excise areas of the estate. Generally approval for including QPWS managed areas in range danger areas would not be given if it would require significant restriction of an existing public recreation activity.

Practicality

In more accessible and heavily visited locations, especially those with formed tracks or unusual visitor attractions or close to suburban areas, it may not be feasible to restrict access even if adequate signage can be installed. Consideration should also be given to potential changes in public usage. For example, if a housing development is proposed adjacent to QPWS managed areas or if a major outdoor recreational activity is proposed in the vicinity, a general increase in visitor activity in the area can be anticipated.

Proportion of QPWS managed land affected by the range danger area

Approval for including QPWS managed areas in a range danger area is less likely if the range danger area covers a large proportion of a particular QPWS managed area, rather than covering small or peripheral areas.

Regional significance and community value of the shooting range

In some circumstances it may be appropriate to consider the regional significance and community value of the shooting range when evaluating the proposal. In determining this, consideration can be given to the:

- participation catchment area (do members travel a long way to participate at the club?);
- number of shooting clubs, their membership levels and the number of active members;
- number of disciplines or events shot on the range;
- investment in infrastructure, such as club house, targets, mounds, etc.;
- availability of alternative clubs and venues in the region;
- frequency of use and levels of participation in shooting range activities; and
- types of firearms approved for the range.

General procedures

Renewal of existing shooting range agreements

For renewals of existing authorities for a shooting range or a range danger area, the assessment to determine whether it is appropriate to continue should be commenced at least a year before the expiry of that approval. If the preliminary results of the assessment indicate impediments to continuing the approval, both the shooting club and the Weapons Licensing Branch should be advised at least nine months prior to the expiry to enable discussions and the examination of options for resolving the concerns.

Documentation of assessments

The assessment in relation to the criteria will be documented and kept on file. The assessment can be made available to the club, subject to deletion of any confidential information (for example, it would not be appropriate to reveal the location of an indigenous cultural site).

Term of a FRA for restricted access arrangement

Longer term FRAs provide for greater administrative efficiency and provide more security for the club. FRAs can extend for up to ten years if it is unlikely that circumstances will change. Shorter terms are recommended in more closely settled localities. If an occupation permit is involved, the term of the FRA should match the term of the permit (maximum of seven years).

Responsibilities of the QPWS

QPWS will:

- undertake a risk assessment of the area and consult with the Queensland Police Service to determine appropriate fencing and signage requirements in relation to each site; and
- determine sign design and fencing standards; and
- honour all other obligations under the FRA.

Responsibilities of shooting range licensees, clubs and associations

The shooting club will, in accordance with QPWS standards and Queensland Police Service requirements:

- consult with Queensland Police Service in regard to range approval requirements;
- fund, provide, install and maintain any signage including sign design (where such design requirements are additional to QPWS minimum design requirements) to the satisfaction of the QPWS;
- provide, erect and maintain any fencing, including gates and grids, required by the Queensland Police Service to the satisfaction of the QPWS;
- maintain a public liability insurance policy, naming the State of Queensland through the Department of Environment and Science (DES) as co-insured on the policy, to the value of \$10 million (or such other sum consistent with QPWS policy);
- indemnify the State for any liability incurred as a result of the use of the area for shooting purposes; and
- honour all other obligations under the FRA.

Monitoring and review

The operational effectiveness of an FRA should be reviewed upon its renewal or, in the case of an FRA that runs for an extended term, at least once every three years.

Signage and fencing

Signage and fencing on QPWS managed areas are to be funded by the shooting club and be manufactured, constructed and located in accordance with QPWS and Queensland Police standards and instructions.

Signs will be installed to restrict public access to the areas within the range danger area. Signs and mounting standards must comply with the *QPWS Sign Manual*. Signs must be mounted on approved frames and not be attached to trees or other natural features. Mounting should be neat and level. Several spare copies of each sign should be printed so that damaged signs can be rapidly replaced.

Fencing (including gates and grids where necessary) may be required to restrict public access in some circumstances. Fencing should be erected as to not damage any vegetation on QPWS managed areas.

The club should inspect signage regularly and keep a written record of the results of these inspections. The inspection frequency should be determined locally based on geography and access e.g. once a fortnight may be appropriate in locations with good access, while quarterly inspections may be appropriate for inaccessible sites.

Signs should be:

- clearly legible and not significantly faded;
- clean and free from dirt, dust, mould and graffiti;
- in good repair;
- free from obstruction by surrounding vegetation; and
- give an impression of authority and currency (for example, faded signs will not give an impression of currency).

Fences shall be intact, adequately strained and free from fallen material. Inverts, whoa-boys and side drains constructed on cleared lines must be maintained in an operational condition.

References and further information

- *Operation policy - Restricted access area permit*
- *Information sheet - Restricted access area permit*

Disclaimer

While this document has been prepared with care it contains general information and does not profess to offer legal, professional or commercial advice. The Queensland Government accepts no liability for any external decisions or actions taken on the basis of this document. Persons external to the Department of Environment and Science should satisfy themselves independently and by consulting their own professional advisors before embarking on any proposed course of action.

Approved By

Alan Feely

Signature

08/08/2005

Date

Executive Director
Queensland Parks and Wildlife Service

Enquiries:
Fire and Pest Systems
Ph. (07) 3199 7561

Attachment A

Administrative procedures

Option 1: Refusal of a shooting range renewal or expansion of range danger areas

Where an assessment of an application from an existing club determines that continued inclusion of QPWS managed areas in the range danger area is not appropriate, consideration may be given to allowing a short-term extension to allow the club time to consider alternative arrangements. However, no extension will be given if there is an immediate public safety concern.

When refusing a shooting range proposal or renew an existing authority, a Ministerial Briefing Note will be required outlining why the application should be refused. Attached to the briefing note should be a letter, for the Deputy Director-General's signature, to the shooting club explaining the decision, with a "courtesy copy" (cc) to the Weapons Licensing Branch of the Queensland Police Service.

Option 2: Restricting public access

Public access restrictions should be considered where this is the best solution for safety reasons and there is a net benefit to long-term public interest (refer to the *Operational Policy - Restricted access area permits*). Generally, a proposal to include QPWS managed areas within a shooting range or range danger area will be considered if:

- there is no significant net loss in conservation values, timber production values, recreation values and community amenity;
- the area involved represents only a relatively minor proportion of the total area of the reserve;
- it is practical to restrict the public from the area; and
- the regional significance and community value of the shooting range warrants this action.

While the range danger area of a shooting range is always much larger than the area where projectiles are likely to fall, public access must be restricted to any QPWS managed areas which fall within the range danger area of an active shooting range.

On State forests and timber reserves, public access can be restricted by use of regulatory notices under section 34AA of the *Forestry Act 1959*. Crown Law has advised that it is not necessary to have a notice gazetted under section 76, which requires the personal approval of the Minister. On protected areas, restricted access areas can be established by the erection of regulatory notices under the *Nature Conservation Act 1992*.

Restriction of public access to an area can be either permanent (that is for the entire term of the FRA) or intermittent (only taking effect during the periods of live firing). The geography, vegetation density, level of visitation to the site and the frequency of use of the range will need to be considered when determining between these options. Permanent access restrictions are likely to be less confusing to the public but will only be appropriate in low visitation areas. As a general rule, permanent visitor access restrictions are unlikely to be successful unless an area has naturally poor accessibility due to remoteness or ruggedness. Intermittent restrictions during periods of live firing may be feasible in areas with moderate levels of visitation. In more highly visited locations, compliance may need to be evaluated regularly to ensure that the measures are effective.

Restricted access areas should be approved by the Regional Director. The Regional Director can approve and sign off all FRAs using the standard FRA template, unless there are exceptional circumstances which require a higher level of approval.

A draft letter to the shooting club should be prepared for the delegate's signature, with a "courtesy copy" (cc) to the Weapons Licensing Branch of the Queensland Police Service. This should attach a draft of the proposed FRA and should advise:

- the result of the assessment;
- the term of the proposed FRA;
- the times between which entry must be prohibited;
- that the club is required to meet any QPWS and Queensland Police Service requirements in relation to the area, including any necessary fencing and signage;
- that they are required to indemnify the State for any liability incurred as a result of the proposed use;
- that they are required to maintain a public liability insurance policy, to the value of \$10 million (or such other sum consistent with QPWS policy), and provide QPWS with a copy of the policy (note there is no longer a need to have the State of Queensland named as co-insured on the policy),
- conditions regarding maintenance of signs, fencing and other matters; and
- that the club is required to advise in writing that the terms and conditions are acceptable.

Option 3: Excision from the QPWS estate

Revocation of protected areas, forest reserves and State forests would only be considered as part of a land swap arrangement that involves a net improvement to the QPWS estate in terms of land area, financial value and habitat and recreational values. Revocation action for protected area, forest reserve and State forest tenures requires a motion to be tabled in the Legislative Assembly for at least 14 sitting days and then passed by the Legislative Assembly. Revocation of timber reserves may be undertaken by Order of Executive Council.

A recommendation regarding excision from the QPWS estate would only be made if:

- there is a net benefit to the public interest ("public interest" includes consideration of the land's conservation values and recreational usage);
- the lands have low conservation, timber production and public utility values;
- there are no native title impediments;
- the range has been assessed as having high regional significance;
- satisfactory compensatory arrangements, usually a land swap, can be agreed to ensure that the public interest in the QPWS estate is not diminished;
- a conservation agreement under the NCA can be established to protect values on the excised lands; and
- any other matters can be resolved.

If excision is the preferred option, the regional office should prepare a briefing note to the Minister, to be forwarded via Planning, Technical Services, recommending the excision and the reasons for the recommendation. If approval to proceed is given, Planning, Technical Services, will lead the excision process. All communications with the shooting club must refer to the action as a proposal until the final approval is provided. Correspondence to the shooting club should be signed by either the Director-General or the Minister and advise to the effect that "the Department is prepared to consider recommending the excision of the area to the Government".

Firing Rights Agreement

Deed of Agreement

between

The State of Queensland,
acting through the Chief Executive of the Department of

and

[Insert Club Name In Full]

in respect of

the management of [Insert Name] National Park to
facilitate the operation of the Firearms Shooting Range at
[Insert Location Name] and its associated range danger
area.

DEED OF AGREEMENT

BETWEEN THE STATE OF QUEENSLAND, acting through the Chief Executive of the Department of Environment and Science, of 111 George Street, Brisbane, Queensland,

AND [INSERT CLUB NAME and address IN FULL] (hereafter referred to in this Deed as “the Permittee”)

WHEREAS —

- A. The Chief Executive of the Department of Environment and Science is empowered under chapter 2 of the *Nature Conservation Regulation 1994* (“the Regulation”), which is established under the *Nature Conservation Act 1992* (“the Act”), to approve the establishment of a restricted access area on a national park, together with the carrying out of works and the erection of structures, signage and other infrastructure on a national park; and
- B. The Permittee manages the Firearms Shooting Range (hereafter referred to in this Deed as “the shooting range”) at [Insert Location Name]; and
- C. The Permittee has sought the approval of the Chief Executive to restrict public access to an area of [Insert Name] National Park (hereafter referred to in this Deed as “the National Park”) that is covered by the range danger area of the shooting range; and
- D. Consistent with the Regulation, and subject to the Permittee executing this Deed, the Chief Executive is prepared to establish the restricted access area over the range danger area and any adjacent areas necessary for administrative purposes, and grant approval to the Permittee for the construction, placement and maintenance of signage and other infrastructure associated with the restricted access area; and
- E. The Permittee has agreed to be bound by the terms in this Deed;

IT IS AGREED —

1. INTERPRETATION

- 1.1 In this Deed, unless the contrary intention appears, the following terms will have the meanings respectively assigned to them:

“Act” means the *Nature Conservation Act 1992*;

“agent of the Permittee” means any member, staff, employee, servant, contractor or other person, persons or corporation however described acting on behalf of or in the interests of the Permittee;

“approved infrastructure” means the signage and fencing referred to in Clause 4; “authorised area” means the area contained in [Insert Name] National Park indicated

in Schedule A of this Deed; **Note: (1) This should include all State forest lands within the range danger area and shooting range, together with any adjacent State forest areas required to ensure that public access can be practically**

“Chief Executive” means the Chief Executive of the Queensland Government Department (currently the Department of Environment and Science) responsible from time to time for administration of the *Nature Conservation Act 1992*, and includes, for the purpose of granting approvals, issuing instructions and inspecting infrastructure and works, his/her agents, including employees, who are so authorised to act on behalf of the Chief Executive;

“Deed” means this document together with all site plans, schedules and annexures to this document;

“Departmental” means pertaining to the department or agency of the Government of the State of Queensland responsible for administration of the *Nature Conservation Act 1992*;

“Department of Environment and Science” means the Queensland Department of the

Department of Environment and Science and includes the Queensland Parks and Wildlife Service;

“maintenance” means works reasonably required to keep the approved infrastructure at a standard of operation and presentation equivalent to the standard at the time of their installation and does not include works required to expand or enhance the operation of the approved infrastructure;

“Permittee” means the **[Insert Club Name In Full]** and includes, for the purpose of actions which are approved or governed by this Deed and effects or consequences for which the **[Insert Club Name In Full]** shall be liable under this Deed, its members, employees, servants, contractors, agents, representatives or other persons or corporation however described acting on behalf of or authorised by the **[Insert Club Name In Full]**;

“person” shall include a natural person or a corporation;

“Principal Ranger” means the Principal Ranger of the Queensland Parks and Wildlife Service responsible for managing the National Park;

“Range Controller” means an agent of the Permittee who is in charge of the operation and safety of the range when it is in use as a shooting range;

“range danger area” means the zone around the shooting range, as indicated in Schedule B, that has been calculated by the Queensland Police Service as being the zone into which bullets may theoretically fall;

“ranger-in-charge” means the ranger-in-charge of the Queensland Parks and Wildlife Service responsible for managing the National Park;

“Regulation” means the *Nature Conservation Regulation 1994*, made under the *Nature Conservation Act 1992*;

“rehabilitate” includes abate or reverse environmental impacts; remove wastes, equipment or infrastructure; disperse, remove or render harmless oil or other pollution; and any aspect of restoring the quality of the environment;

“the National Park” means **[Insert Name]** National Park.

- 1.2 Save where the contrary intention appears, any term or expression to which a meaning is assigned by the Act has the meaning so assigned when used in this Deed.
- 1.3 Reference to any legislation or any provision of any legislation includes any modification or re-enactment of the legislation or any legislative provision substituted for, and all legislation and statutory instruments and regulations issued under the legislation.
- 1.4 Headings are for convenience only and shall not affect interpretation.
- 1.5 Reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Deed.
- 1.6 Reference to any document or agreement includes reference to such document or agreement as amended, notated, supplemented, varied or replaced from time to time.
- 1.7 Where any word or phrase is given a definite meaning in this Deed, any part of speech or other grammatical form in respect of a word or phrase has a corresponding meaning.
- 1.8 A reference to anything includes a part of that thing.
- 1.9 Should responsibility for administration of the *Nature Conservation Act 1992* be transferred from the Department of Environment and Science to another department or agency, all references to the Department of Environment and Science in this Deed shall be construed as referring to the department or agency of the Government of the State of Queensland which is responsible for administration of the Act.
- 1.10 Should management of national parks be transferred from the *Nature Conservation Act 1992* to

another Act, all references to the *Nature Conservation Act 1992* in this Deed shall be construed as referring to the Act which primarily governs the management of national parks.

2. TERM

- 2.1 Subject to Clause 3, this Deed shall continue in force until 30 September 2014, unless terminated under either Clause 3, Clause 20 or Clause 22.
- 2.2 The term may be extended beyond 30 September 2014 depending on review of the operation of the restricted access area and any identified environmental matters or issues of public interest.
- 2.3 Nothing in this Deed shall be construed so as to fetter the powers of the Chief Executive under the Act.

3. NATIVE TITLE AND OTHER LEGISLATION

- 3.1 This Deed may be terminated and the Permittee may be required to remove any infrastructure established on or relating to the protected area under this Deed at the Permittee's expense and risk, in the event that:
 - it be determined by any Court that Native Title exists over the Authorised Area; or
 - it be established or determined that a person or corporation has a prior right to access or occupy the Authorised Area under mineral resources legislation (including the *Mineral Resources Act 1989*, the *Petroleum Act 1923* or the *Petroleum and Gas (Production and Safety) Act 2004*).
- 3.2 In these events, no compensation shall be payable to the Permittee by the State of Queensland.

4. THE RESTRICTED ACCESS AREA AND THE SHOOTING RANGE

- 4.1 The Chief Executive may approve the establishment of a restricted access area over the lands authorised area, subject to the Permittee abiding by the terms of this Deed.
- 4.2 Conditions relating to the operation of the shooting range specifically include:
 - (a) The Permittee must conduct all shooting activities in accordance with the requirements of the *Weapons Act 1990* and any Queensland Police Service range approval requirements.
 - (b) The Permittee's shooting activities must comply with the requirements of Section 6J of the *Environmental Protection Regulation 1998*. **[If considered necessary for environmental or community reasons, this clause can be amended to include an additional condition on shooting hours].**
 - (c) Through this Deed, the Permittee acknowledges that staff, agents and authority holders of the State Government (including external researchers and holders of leases, permits or other authorities to enter the area) may, from time to time, need to access the Authorised Area.
 - (d) The Permittee must cease shooting activities if notified to do so by an officer of the Department of Environment and Science. In emergency situations, notification may be a verbal instruction to the Range Controller during live firing periods. For land management purposes, notification will be in writing seven (7) days in advance.
 - (e) The Permittee must fund the production of signs (including spare signs) and their installation as (required by the Queensland Police Service and the Department of Environment and Science in relation to the proposed restricted access area) **OR** (itemised in Schedule B). **[N.B. This wording is flexible; final text to be determined at a local level taking into account individual circumstances].**
 - (f) All signs must comply with the Department of Environment and Science sign production and installation standards. Signs must be mounted on approved frames and not attached to trees or other natural features. Mounting must be neat and level.

- (g) The Permittee must be responsible for the maintenance of all required signage and must fund the replacement of any damaged or faded signs.
- (h) Signs must be maintained so that they are:
 - clearly legible;
 - clean and reasonably free from dirt, dust, mould and graffiti;
 - not significantly faded;
 - in good repair; and
 - free from obstruction by surrounding vegetation.
- (i) The Permittee must fund the construction of any fencing (required by the Queensland Police Service and the Department of Environment and Science in relation to the restricted access area) **OR** (itemised in Schedule B). **[N.B. This wording is flexible; final text to be determined at a local level taking into account individual circumstances].**
- (j) The Permittee must be responsible for the maintenance of and must fund repairs to all required fencing.
- (k) Fences should be intact, adequately strained and free from fallen material.
- (l) The Range Controller or delegate must conduct **[regular / monthly / three-monthly / two-monthly / fortnightly / weekly]** inspections of all signage and fencing denoting the restricted access area and will keep a permanent written record of locations of signs and the findings of these inspections, using a site numbering system for clear referencing. **[N.B. Frequency of inspections should be determined at a local level taking into account individual circumstances e.g. inspections may be more frequent in more heavily settled areas and less frequent in inaccessible locations. Monthly, two-monthly or three-monthly inspections are recommended in most cases].**

5. FURTHER WORKS

- 5.1 The Permittee must not carry out any earthworks, erection of signs, landscaping, building work, construction work or maintenance work on the National Park, other than those described under Clauses 4 and 7, without the prior written approval of the Chief Executive.
- 5.2 All work carried out shall conform with approved plans and specifications referred to in Schedules A and B, or approved by the Chief Executive from time to time.

6. NO ESTATE OR INTEREST CREATED

- 6.1 The Chief Executive grants and the Permittee accepts this approval, subject to the covenants, conditions and restrictions herein contained. The rights hereby conferred shall rest in contract only and shall not create or confer upon the Permittee any tenancy or estate or interest whatsoever in or over any part of the National Park.

7. CONDITION OF LAND AND MAINTENANCE OF INFRASTRUCTURE

- 7.1 The Permittee must at all times ensure that:
 - (a) the approved infrastructure is maintained to a standard reasonably acceptable to the Chief Executive; and
 - (b) upon the completion of any works, the authorised area is left in a clean, neat and tidy condition.
- 7.2 Without limiting the generality of Clause 7.1, the Permittee must take all reasonable measures to ensure that the infrastructure is constructed and maintained so that it does not:
 - present a public safety risk; or
 - facilitate erosion; or

- present a threat to the quality of the environment.

7.3 If the design or construction of the approved infrastructure proves to be inadequate for any reason, and in particular presents or causes:

- any public risk; or
- any threat to the environment or degradation of scenic amenity; or
- effects or consequences that contravene any condition of this Deed;

then the Chief Executive may direct the Permittee at its own cost to undertake works, including upgrading of the infrastructure, to remedy the problem.

7.4 If the Permittee fails to carry out such works as required by this Deed within a reasonable time, the Chief Executive may arrange for such works to be undertaken and may recover the amount of any loss, damage, costs or expenses as a debt owing by the Permittee to the Chief Executive.

8. PLANTS

8.1 The Permittee shall not introduce any plants to the National Park without the prior written approval of the Chief Executive.

8.2 The Permittee shall not remove or interfere with any plants in the National Park, other than to the extent that is reasonably necessary to install and maintain the approved infrastructure, and then subject to the conditions in Clause 4.

9. ANIMAL LIFE

9.1 The Permittee shall not introduce any animal life to the National Park.

9.2 The Permittee shall not retain or interfere with any animal life which inhabits or could reasonably be assumed to inhabit the National Park.

10. INTERFERENCE

10.1 The Permittee shall not destroy, damage or interfere with any natural resource or any other thing which occurs naturally on the National Park, or any human-made structure, road, walking track, sign or other thing related to the management of the National Park, or any cultural resource, including any structure, relic, artefact or other thing of historical or prehistoric significance on the National Park, except:

- (a) on or within the authorised area in accordance with the approved actions referred to in Clauses 4, 5 or 7; or
- (b) under another authority granted by the Chief Executive.

11. FIRES

11.1 The Permittee shall not light any fire on the National Park without the written approval of the Chief Executive.

12. PERMITTEE TO PROTECT ENVIRONMENT AND SCENIC AMENITY

12.1 The approved infrastructure must be positioned, constructed and maintained in a manner that will result in minimum impact to the environment and scenic amenity.

12.2 The Permittee shall at all times take all reasonable measures to ensure its operations on the National Park cause minimum interference to the environment and scenic amenity.

12.3 On-site debris caused by the Permittee, its agents or operations must be removed upon request of the Chief Executive.

13. REPORTING OF ENVIRONMENTAL IMPACTS ETC

13.1 The Permittee shall immediately report to the Chief Executive upon the Permittee becoming aware of any introduction of plants or animals to the authorised area caused by the Permittee,

its agents or operations, or any other contravention of Clauses 7 to 12, and shall take such remedial action as specified by the Chief Executive.

- 13.2 In the initial instance, any reporting of contraventions as required in Clause 13.1 may be done, where practicable, by the Permittee or any employees, agents or contractors of the Permittee orally reporting the matter immediately to the Departmental ranger-in-charge or Principal Ranger who has responsibility for the National Park.
- 13.3 The Permittee will also report to the Chief Executive in writing as soon as practicable any introduction of plants or animals to the National Park caused by the Permittee, its agents or operations, and any other contravention of Clauses 7 to 12.

14. NUISANCE, INCONVENIENCE AND OBSTRUCTION

- 14.1 The Permittee shall not, on the authorised area, cause, permit or suffer any public nuisance to be committed and shall maintain procedures and arrangements that will minimize any public inconvenience resulting from its operations.
- 14.2 The Permittee shall not obstruct or hinder any persons carrying out duties and functions in relation to the National Park pursuant to the Act and the Chief Executive will have free and unobstructed use of the approved infrastructure and authorised area.
- 14.3 The Permittee shall not restrict pedestrian public access to the National Park other than within the authorised area.
- 14.4 The provisions of this Deed shall not impede or obstruct the Chief Executive from undertaking operations in the authorised area in a manner that does not interfere with the use of the shooting range.

15. LAWS TO BE OBSERVED

- 15.1 All activities conducted by the Permittee under authority of this Deed must be in accordance with the laws in force from time to time in the State of Queensland.

16. COMPLIANCE OF EMPLOYEES, AGENTS ETC

- 16.1 The Permittee shall take all reasonable steps to ensure that all its employees, servants, contractors, agents and representatives and any other persons or corporation entering upon the authorised area on its behalf carry with them evidence that they are so authorised and are aware that the authorised area is part of a national park under the *Nature Conservation Act 1992* and shall maintain reasonable procedures and arrangements to ensure that all such persons comply with the requirements of the Act in relation to the National Park.
- 16.2 The Permittee shall at all times maintain reasonable procedures and arrangements that will ensure compliance of its employees, servants, contractors, agents and representatives and any other persons or corporation entering upon the authorised area on its behalf with the obligations of the Permittee under this Deed and any environmental requirements subsequently notified by the Chief Executive.
- 16.3 The Permittee shall, at any time requested by the Chief Executive, provide written details of the procedures and arrangements referred to in Clauses 16.1 and 16.2.

17. COVENANTS BY THE PERMITTEE

- 17.1 The Permittee hereby expressly covenants and agrees with the Chief Executive as follows:
- (a) in the event that:
- the approved infrastructure is wrecked, damaged or otherwise subjected to any action that renders it unfit for the purpose for which they have been installed by any cause whatsoever (including Acts of God, negligence or deliberate or accidental act of any person not party to this Deed); or
 - this Deed expires, is terminated or surrendered or is rendered invalid through any cause whatsoever;

then, following consultation with the Chief Executive and in accordance with the written direction of the Chief Executive, the Permittee shall remove the approved infrastructure (in whole or in part and as is nominated by the Chief Executive) from the National Park within three months or such reasonable time as is nominated, unless the Permittee is informed by the Chief Executive that such removal is not required.

- (b) the Permittee shall rehabilitate the authorised area as directed from time to time to a standard set by the Chief Executive but not exceeding the standard existing at the time of commencement of activities in connection with this Deed, in order to repair damage to the National Park (whether direct or indirect, cumulative or immediate) arising out of:
- the approved infrastructure (including such events during placement or removal from the National Park); or
 - the wrecking or damage of the approved infrastructure by any cause whatsoever (including Acts of God, negligence or the deliberate or accidental act of any person not party to this Deed);
- (c) if the Permittee fails to carry out any such removal or rehabilitation, then the Chief Executive may arrange for such removal and rehabilitation to be undertaken and may recover the amount of any loss, damage, costs or expenses as a debt due and owing by the Permittee to the Chief Executive;
- (d) the obligations of the Permittee under this Clause 17.1 shall be a continuing obligation notwithstanding the expiration or cancellation of this Deed.

17.2 The Chief Executive may require that particular construction, maintenance or demolition operations of the approved infrastructure must not be undertaken except in the presence of an officer of the Department of Environment and Science.

17.3 Any maintenance of the approved infrastructure that requires excavation works or which could reasonably be expected to cause public inconvenience or have some effect on the environmental quality or scenic amenity, must be undertaken in the presence of an officer of the Department of Environment and Science, unless the Permittee has received written advice that the presence of such an officer is not required.

17.4 Where installation, relocation, removal or maintenance of the approved infrastructure occurs in the presence of an officer of the Department of Environment and Science, the Permittee and agents of the Permittee must comply with any reasonable direction of that officer in relation to the location and manner of placement of the approved infrastructure.

17.5 The Permittee must advise its members of this Deed and will provide copies of this document to any of its members who request a copy.

18. INDEMNITY AND PUBLIC LIABILITY INSURANCE

18.1 Indemnity

The Permittee must indemnify the State (including employees and agents of the State) from and against any loss, damage or expense (including legal costs), arising from any claim, demand, action, suit or proceeding that may be made or brought by any person against the State in respect of:

- (a) the death of or injury to any person;
- (b) the loss of or damage to any property

where such death, injury, loss or damage arises out of the Permittee's activities in the vicinity of the National Park and is caused in whole or in part by the act or default (negligent or otherwise) of the Permittee or an employee, agent or client of the Permittee.

The Permittee must advise the Chief Executive in writing of any death, injury, loss or damage described in clause 18.1(a) and (b) immediately upon the Permittee becoming aware of such

death, injury, loss or damage.

18.2 Release and Discharge

The Permittee releases and discharges the State (including employees and agents of the State) from any claim, demand, action, suit or proceeding which, but for the provisions of this condition, may be brought against or made upon the State by the Permittee.

18.3 Insurance

The Permittee must take out, and maintain for the duration of this Deed, an insurance policy (“the insurance policy”) that provides public liability cover of not less than ten million dollars (\$10,000,000) in respect of the death of or injury to any person, or the loss of or damage to any property (including a national park), arising out of or in connection with the Permittee’s activities in the vicinity of the National Park, where such death, injury, loss or damage is caused in whole or in part by the conduct of the Permittee, or employee, agent or client of the Permittee.

The Permittee must notify the Chief Executive before amending or cancelling the insurance policy.

In the event the insurer cancels the insurance policy prior to the expiration date of the insurance policy, the Permittee must advise the Chief Executive in writing within three (3) business days of receiving advice of the cancellation from the insurer.

In the event the insurance policy expires prior to the expiration date of this Deed, the Permittee must produce to the Chief Executive, evidence of renewal of the insurance policy no fewer than 3 business days prior to the expiry of the insurance policy.

The Permittee must provide a copy of the insurance policy, and a copy of the certificate of currency of the insurance policy, to the Chief Executive when required by the Chief Executive.

18.4 The obligations of the Permittee under Clauses 18.1 and 18.2 shall be continuing obligations notwithstanding the expiration, termination or cancellation of this Deed.

18.5 The Permittee will increase the sum insured in Clause 18.3 in accordance with any written request by the Chief Executive to keep the sum insured consistent with the standard required of commercial tour operators on national parks.

19. CO-ORDINATION OF OPERATIONS

19.1 The Permittee shall liaise with appropriate staff of the Department of Environment and Science to ensure co-ordination of the operations of the Permittee and the Department, and the Permittee shall give at least thirty-six hours advance notice of any activity requiring the involvement of Departmental staff.

20. DEFAULT BY THE PERMITTEE

20.1 If the Permittee fails to comply with any of the terms of this Deed and the failure to comply is capable of being rectified, the Chief Executive shall give notice in writing (“the notice”) to the Permittee:

- (a) specifying the nature of the Permittee’s failure to comply;
- (b) requiring the Permittee to rectify the breach within such time as is reasonable but not exceeding ninety (90) days from receipt of the notice by the Permittee; and
- (c) where the Chief Executive claims reasonable compensation in money for the breach, requiring the Permittee to pay the compensation within ninety (90) days from receipt of the notice by the Permittee.

20.2 If the Permittee fails to rectify the breach or pay the compensation as specified in the notice then the Permittee shall be in default under this Deed.

20.3 Where the Permittee’s breach of the conditions of this Deed has caused a state of affairs

which in the reasonable opinion of the Chief Executive creates:

- an imminent danger to public safety; or
- a risk to the natural environment;

the Chief Executive may shorten the period specified in the notice within which the Permittee must rectify the breach of this Deed (but not the period within which compensation must be paid) to a period of such length as the Chief Executive considers appropriate to the circumstances.

- 20.4 If the Permittee fails to comply with any condition of this Deed and the failure to comply is in the opinion of the Chief Executive not capable of being rectified, the Permittee shall be in default under this Deed.
- 20.5 In the event of default (whether in whole or in part) by the Permittee in the performance or observance of any of the conditions of this Deed, the State without prejudice to any other rights in respect of such default shall be empowered and entitled to terminate this Deed upon the giving of fourteen (14) days notice.

21. NON-ASSIGNABILITY

- 21.1 Neither the benefit nor the burden of this Deed (in either case whether wholly or in part) shall be assigned or assignable by the Permittee to any other person whatsoever.

22. SEVERABILITY, TERMINATION AND VARIATION

- 22.1 If any part of this Deed is found to be void, illegal or unenforceable, that part shall be severed leaving the other provisions to continue in full force and the effect provided that such severance shall not prejudice or oppose the intent of this Deed.
- 22.2 This Deed may be terminated:
- (a) if both parties agree in writing to terminate the Agreement; or
 - (b) by the Chief Executive if the Permittee is in default under this Deed.
- 22.3 Notwithstanding the above, the Chief Executive may, at any time, suspend, revoke or vary the restricted access area and suspend or terminate this Deed if it becomes evident that such action is necessary to ensure public safety or to protect the environment. Unless an urgent situation exists, this will only be undertaken after consultation with the Permittee.
- 22.4 The termination of this Deed will be without prejudice to the accrued rights of either party.
- 22.5 Except as provided for above, this Deed may be amended or varied only by agreement in writing signed by each of the parties.
- 22.6 If this Deed is terminated by the Chief Executive in accordance with its terms, no compensation shall be payable by the State to any person.

23. PAYMENT OF COSTS

- 23.1 The Permittee shall pay to the Chief Executive the reasonable costs of requiring any damage caused to the National Park, as a result of the activities of the Permittee or any agent of the Permittee.
- 23.2 The costs payable by the Permittee in compliance with Clause 23.1 shall be determined by the Chief Executive.
- 23.3 Without limiting the generality of Clause 23.1, costs payable by the Permittee shall include the Chief Executive's costs associated with:
- (a) suppression of fire;
 - (b) repair of damage caused by fire;
 - (c) repair of damage to historic fabric, vegetation, rock formations, facilities or structures;

and

(d) removal or eradication of plants or animals introduced to the National Park.

24. DISPUTES

24.1 Any dispute or difference whatsoever arising out of or in connection with this Deed ("Dispute") shall be resolved as follows:

- (a) The parties may first refer the Dispute to mediation ("the ADR reference") by a Law Society Approved Mediator agreed by the parties or failing agreement appointed by the President of the Queensland Law Society on the terms of the Standard Mediation Agreement approved by the Queensland Law Society.
- (b) The ADR reference shall commence when any party gives written notice to the other specifying the Dispute and requiring its resolution under this clause.
- (c) Any information or documents obtained through or as part of the reference under this sub-clause shall not be used for any purpose other than the settlement of the Dispute under this sub-clause.
- (d) If the Dispute is not resolved within 21 days of the commencement of the ADR reference either party may then, but not earlier, commence proceedings in any court of competent jurisdiction.

24.2 Clause 24.1 shall not apply to injunctive relief sought by any party.

25. ENTIRE AGREEMENT

25.1 This Deed constitutes the entire agreement between the parties in relation to the subject matter.

26. BANKRUPTCY OR DISSOLVEMENT

26.1 In the event that the Permittee is dissolved, becomes bankrupt or subject to liquidation or winding up proceedings or enters into a scheme of arrangement for appointment of a receiver or manager, the Permittee shall be deemed to be in default under this Deed.

27. WAIVER

27.1 The failure, delay or omission by any party to exercise any power or right conferred on the party by this Deed shall not operate as a waiver of a power or right, nor shall any single exercise of any power or right preclude any other or future exercise of the power, or the exercise of any other power or right under this Deed.

27.2 A waiver of any provision of this Deed, or consent to any departure by a party from any provision of this Deed, must be in writing and signed by all parties and is effective only to the extent for which it is given.

28. GOVERNING LAW

28.1 This Deed shall be governed and construed in accordance with the law for the time being in force in the State of Queensland and the parties, by agreeing to enter into this Deed, shall be deemed to have submitted to the non-exclusive jurisdiction of the courts of that State.

29. COSTS

29.1 The Permittee shall bear and be wholly responsible for all costs, fees and outgoings whatsoever including but not limited to legal fees, stamp duties and registration fees arising out of or associated with preparation of this Deed and any and all costs arising from or associated with the planning, construction, maintenance and operation of the approved infrastructure.

30. NOTICES

30.1 Notice in writing to either party for the purpose of service of documents under this Deed may be delivered by prepaid postage, by hand or by facsimile transmissions to each of the parties at the

address stated below or any substitute address as may have been notified in writing by the relevant addressee from time to time. Notice shall be deemed to be given:

- (a) two (2) days after deposit in the mail with postage paid;
- (b) when delivered by hand; or
- (c) if sent by facsimile transmissions, on an apparently successful transmission being noted by the sender's facsimile machine, as the case may be.

30.2 The address of each party is:

The Chief Executive: The Chief
Executive Department of Environment
and Science

PO Box 15187, City East, Brisbane Qld 4002

or

111 George Street, Brisbane Qld 4000

The Permittee:

[Insert Club Name In Full]
Address 1

ADDRESS 2

IN WITNESS WHEREOF the parties have executed this Deed on the dates set out below.

**SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF THE STATE OF QUEENSLAND
ACTING THROUGH THE CHIEF EXECUTIVE OF THE DEPARTMENT OF ENVIRONMENT AND
SCIENCE BY:**

..... this _____ day of _____ 2004

Regional Director

Queensland Parks and Wildlife Service

in the presence of:

(Signature of Witness) _____

(Name of Witness) _____

SIGNED, SEALED AND DELIVERED BY FOR AND ON BEHALF OF THE PERMITTEE BY:

..... this _____ day of _____ 2004

President, [Insert Club Name in Full]

in the presence of:

(Signature of Witness) _____

(Name of Witness) _____

Firing Rights Agreement

Deed of Agreement

between

The State of Queensland,
acting through the Chief Executive of the Department
of the Department of Environment and Science

and

[Insert Club Name In Full]

in respect of

the management of **[Insert Name]** State Forest
to facilitate the operation of the
[Insert Club Name] Shooting Range and its associated
range danger area

DEED OF AGREEMENT

BETWEEN **THE STATE OF QUEENSLAND**, acting through the Chief Executive of the Department of Environment and Science, of 111 George Street, Brisbane, Queensland,

AND **[INSERT CLUB NAME and address IN FULL]** (hereafter referred to in this Deed as “the Permittee”)

WHEREAS —

- F. The Chief Executive of the Department of Environment and Science is empowered under the *Forestry Act 1959* (“the Act”) to regulate the use to be made of State forests by regulatory notice, together with the carrying out of works and the erection of structures, signage and other infrastructure on a State forest; and
- G. The Permittee manages the Firearms Shooting Range (hereafter referred to in this Deed as “the shooting range”) adjacent to **[Insert Name]** State Forest (hereafter referred to in this Deed as “the State Forest”); and
- H. The Permittee has sought the approval of the Chief Executive to restrict public access to an area of the State Forest that is covered by the range danger area of the shooting range; and
- I. Consistent with the Act, and subject to the Permittee executing this Deed, the Chief Executive is prepared to restrict public access to the range danger area and any adjacent areas necessary for administrative purposes, and grant approval to the Permittee for the construction, placement and maintenance of signage and other infrastructure associated with the restricted access area; and
- J. The Permittee has agreed to be bound by the terms in this Deed;

IT IS AGREED —

4. **INTERPRETATION**

- 4.11 In this Deed, unless the contrary intention appears, the following terms will have the meanings respectively assigned to them:

“Act” means the *Forestry Act 1959*;

“agent of the Permittee” means any member, staff, employee, servant, contractor or other person, persons or corporation however described acting on behalf of or in the interests of the Permittee;

“approved infrastructure” means the signage and fencing referred to in Clause 4; “Authorised Area” means the area contained in **[Insert Name]** State Forest indicated

in Schedule A of this Deed; Note: (1) This should include all State forest lands within the range danger area and shooting range, together with any adjacent State forest areas required to ensure that public access can be practically restricted. (2) If the authorised area is bigger than the range danger area, Schedule A should show both. (3) Delete this comment from the final copy.

“Chief Executive” means the Chief Executive of the Queensland Government department (currently the Department of Environment and Science) responsible from time to time for administration of the *Forestry Act 1959*, and includes, for the purpose of granting approvals, issuing instructions and inspecting infrastructure and works, his/her agents, including employees, who are so authorised to act on behalf of the Chief Executive;

“Deed” means this document together with all site plans, schedules and annexures to this document;

“Departmental” means pertaining to the department or agency of the Government of the State of Queensland responsible for administration of the *Forestry Act 1959*;

“Department of Environment and Science” means the Queensland Department of the Department of Environment and Science and includes the Queensland Parks and Wildlife Service;

“maintenance” means works reasonably required to keep the approved infrastructure at a standard of operation and presentation equivalent to the standard at the time of their installation and does not include works required to expand or enhance the operation of the approved infrastructure;

“Permittee” means the [\[Insert Club Name In Full\]](#) and includes, for the purpose of actions which are approved or governed by this Deed and effects or consequences for which the [\[Insert Club Name In Full\]](#) shall be liable under this Deed, its members, employees, servants, contractors, agents, representatives or other persons or corporation however described acting on behalf of or authorised by the [\[Insert Club Name In Full\]](#);

“person” shall include a natural person or a corporation;

“Principal Ranger” means the Principal Ranger of the Queensland Parks and Wildlife Service responsible for managing the State Forest;

“Range Controller” means an agent of the Permittee who is in charge of the operation and safety of the range when it is in use as a shooting range;

“range danger area” means the zone around the shooting range, as indicated in Schedule B, that has been calculated by the Queensland Police Service as being the zone into which bullets may theoretically fall;

“ranger-in-charge” means the ranger-in-charge of the Queensland Parks and Wildlife Service responsible for managing the State Forest;

“Regulation” means the *Forestry Regulation 1987*, made under the *Forestry Act 1959*;

“rehabilitate” includes abate or reverse environmental impacts; remove wastes, equipment or infrastructure; disperse, remove or render harmless oil or other pollution; and any aspect of restoring the quality of the environment;

“the State Forest” means [\[Insert Name\]](#) State Forest.

- 4.12 Save where the contrary intention appears, any term or expression to which a meaning is assigned by the Act has the meaning so assigned when used in this Deed.
- 4.13 Reference to any legislation or any provision of any legislation includes any modification or re-enactment of the legislation or any legislative provision substituted for, and all legislation and statutory instruments and regulations issued under the legislation.
- 4.14 Headings are for convenience only and shall not affect interpretation.
- 4.15 Reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Deed.
- 4.16 Reference to any document or agreement includes reference to such document or agreement as amended, notated, supplemented, varied or replaced from time to time.

- 4.17 Where any word or phrase is given a definite meaning in this Deed, any part of speech or other grammatical form in respect of a word or phrase has a corresponding meaning.
- 4.18 A reference to anything includes a part of that thing.
- 4.19 Should responsibility for administration of the *Forestry Act 1959* be transferred from the Department of Environment and Science to another department or agency, all references to the Department of Environment and Science in this Deed shall be construed as referring to the department or agency of the Government of the State of Queensland which is responsible for administration of the Act.
- 4.20 Should management of State forests be transferred from the *Forestry Act 1959* to another Act, all references to the *Forestry Act 1959* in this Deed shall be construed as referring to the Act which primarily governs the management of State forests.

5. TERM

- 2.4 Subject to Clause 3, this Deed shall continue in force until 30 September 2015, unless terminated under either Clause 3, Clause 20 or Clause 22.
- 2.5 The term may be extended beyond 30 September 2015 depending on review of the operation of the Authorised Area and any identified environmental matters or issues of public interest.
- 2.6 Nothing in this Deed shall be construed so as to fetter the powers of the Chief Executive under the Act.

6. NATIVE TITLE AND OTHER LEGISLATION

- 30.3 This Deed may be terminated and the Permittee may be required to remove any infrastructure established on or relating to the State Forest under this Deed at the Permittee's expense and risk, in the event that:
- it be determined by any Court that Native Title exists over the Authorised Area; or
 - it be established or determined that a person or corporation has a prior right to access or occupy the Authorised Area under mineral resources legislation (including the *Mineral Resources Act 1989*, the *Petroleum Act 1923* or the *Petroleum and Gas (Production and Safety) Act 2004*).
- 30.4 In these events, no compensation shall be payable to the Permittee by the State of Queensland.

31. THE AUTHORISED AREA AND THE SHOOTING RANGE

- 4.3 Conditions relating to the operation of the shooting range specifically include:
- (m) The Permittee must conduct all shooting activities in accordance with the requirements of the *Weapons Act 1990* and any Queensland Police Service range approval requirements.
- (n) The Permittee's shooting activities must comply with the requirements of Section 6J of the *Environmental Protection Regulation 1998*. **[If considered necessary for environmental or community reasons, this clause can be amended to include an additional condition on shooting hours].**
- (o) Through this Deed, the Permittee acknowledges that staff, agents and authority holders of the State Government (including external researchers and holders of leases, permits or other authorities to enter the area) may, from time to time, need to access the Authorised

Area.

- (p) Through this Deed, the Permittee acknowledges that shooting operations may need to be suspended during times when timber harvesting is to occur in the Authorised Area.
- (q) The Permittee must cease shooting activities if notified to do so by an officer of the Department of Environment and Science. In emergency situations, notification may be a verbal instruction to the Range Controller during live firing periods. For land management purposes, notification will be in writing seven (7) days in advance.
- (r) The Permittee must fund the production of signs (including spare signs) and their installation as [\(required by the Queensland Police Service and the Department of Environment and Science in relation to the proposed restricted access area\)](#) **OR** (itemised in Schedule B). **[N.B. This wording is flexible; final text to be determined at a local level taking into account individual circumstances].**
- (s) All signs must comply with the Department of Environment and Science sign production and installation standards. Signs must be mounted on approved frames and not attached to trees or other natural features. Mounting must be neat and level.
- (t) The Permittee must be responsible for the maintenance of all required signage and will fund the replacement of any damaged or faded signs.
- (u) Signs must be maintained so that they are:
 - clearly legible;
 - clean and reasonably free from dirt, dust, mould and graffiti;
 - not significantly faded;
 - in good repair; and
 - free from obstruction by surrounding vegetation.

The Permittee must fund the construction of any fencing [\(required by the Queensland Police Service and the Department of Environment and Science in relation to the restricted access area\)](#) **OR (itemised in Schedule B). **[N.B. This wording is flexible; final text to be determined at a local level taking into account individual circumstances].****

- (v) The Permittee must be responsible for the maintenance of and must fund repairs to all required fencing.
- (w) Fences should be intact, adequately strained and free from fallen material.
- (x) The Range Controller or delegate must conduct [\[regular / monthly / three-monthly / two-monthly / fortnightly / weekly\]](#) inspections of all signage and fencing denoting the restricted access area and will keep a permanent written record of locations of signs and the findings of these inspections, using a site numbering system for clear referencing. **[N.B. Frequency of inspections should be determined at a local level taking into account individual circumstances e.g. inspections may be more frequent in more heavily settled areas and less frequent in inaccessible locations. Monthly, two-monthly or three-monthly inspections are recommended in most cases].**

32. FURTHER WORKS

- 5.3 The Permittee shall not carry out any earthworks, erection of signs, landscaping, building work,

construction work or maintenance work on the State Forest, other than those described under Clauses 4 and 7, without the prior written approval of the Chief Executive.

- 5.4 All work carried out shall conform with approved plans and specifications referred to in Schedules A and B, or approved by the Chief Executive from time to time.

33. NO ESTATE OR INTEREST CREATED

- 6.2 The Chief Executive grants and the Permittee accepts this approval, subject to the covenants, conditions and restrictions herein contained. The rights hereby conferred shall rest in contract only and shall not create or confer upon the Permittee any tenancy or estate or interest whatsoever in or over any part of the State Forest.

34. CONDITION OF LAND AND MAINTENANCE OF INFRASTRUCTURE

- 7.2 The Permittee shall at all times ensure that:

- (c) the approved infrastructure is maintained to a standard reasonably acceptable to the Chief Executive; and
- (d) upon the completion of any works, the Authorised Area is left in a clean, neat and tidy condition.

- 7.5 Without limiting the generality of Clause 7.1, the Permittee shall take all reasonable measures to ensure that the infrastructure is constructed and maintained so that it does not:

- present a public safety risk; or
- facilitate erosion; or
- present a threat to the quality of the environment.

- 7.6 If the design or construction of the approved infrastructure proves to be inadequate for any reason, and in particular presents or causes:

- any public risk; or
- any threat to the environment or degradation of scenic amenity; or
- effects or consequences that contravene any condition of this Deed;

then the Chief Executive may direct the Permittee at its own cost to undertake works, including upgrading of the infrastructure, to remedy the problem.

- 7.7 If the Permittee fails to carry out such works as required by this Deed within a reasonable time, the Chief Executive may arrange for such works to be undertaken and may recover the amount of any loss, damage, costs or expenses as a debt owing by the Permittee to the Chief Executive.

35. PLANTS

- 8.3 The Permittee shall not introduce any plants to the State Forest without the prior written approval of the Chief Executive.

- 8.4 The Permittee shall not remove or interfere with any plants in the State Forest, other than to the extent that is reasonably necessary to install and maintain the approved infrastructure, and then subject to the conditions in Clause 4.

36. ANIMAL LIFE

- 9.3 The Permittee shall not introduce any animal life to the State Forest.
- 9.4 The Permittee shall not retain or interfere with any animal life which inhabits or could reasonably be assumed to inhabit the State Forest.

37. INTERFERENCE

- 10.2 The Permittee shall not destroy, damage or interfere with any natural resource or any other thing which occurs naturally on the State Forest, or any human-made structure, road, walking track, sign or other thing related to the management of the State Forest, or any cultural resource, including any structure, relic, artefact or other thing of historical or prehistoric significance on the State Forest, except:
 - (c) on or within the Authorised Area in accordance with the approved actions referred to in Clauses 4, 5 and 7; or
 - (d) under another authority granted by the Chief Executive.

38. FIRES

- 11.2 The Permittee shall not light any fire on the State Forest without the written approval of the Chief Executive.

39. PERMITTEE TO PROTECT ENVIRONMENT AND SCENIC AMENITY

- 12.4 The approved infrastructure must be positioned, constructed and maintained in a manner that will result in minimum impact to the environment and scenic amenity.
- 12.5 The Permittee shall at all times take all reasonable measures to ensure its operations on the State Forest cause minimum interference to the environment and scenic amenity.
- 12.6 On-site debris caused by the Permittee, its agents or operations must be removed upon request of the Chief Executive.

40. REPORTING OF ENVIRONMENTAL IMPACTS ETC

- 13.4 The Permittee shall immediately report to the Chief Executive upon the Permittee becoming aware of any introduction of plants or animals to the Authorised Area caused by the Permittee, its agents or operations, or any other contravention of Clauses 7 to 12, and shall take such remedial action as specified by the Chief Executive.
- 13.5 In the initial instance, any reporting of contraventions as required in Clause 13.1 may be done, where practicable, by the Permittee or any employees, agents or contractors of the Permittee orally reporting the matter immediately to the Departmental ranger-in-charge or Principal Ranger who has responsibility for the State Forest.
- 13.6 The Permittee will also report to the Chief Executive in writing as soon as practicable any introduction of plants or animals to the State Forest caused by the Permittee, its agents or operations, and any other contravention of Clauses 7 to 12.

41. NUISANCE, INCONVENIENCE AND OBSTRUCTION

- 14.5 The Permittee shall not, on the Authorised Area, cause, permit or suffer any public nuisance to be committed and shall maintain procedures and arrangements that will minimize any public inconvenience resulting from its operations.
- 14.6 The Permittee shall not obstruct or hinder any persons carrying out duties and functions in relation to the State Forest pursuant to the Act and the Chief Executive will have free and

unobstructed use of the approved infrastructure and authorised area.

14.7 The Permittee shall not restrict pedestrian public access to the State Forest other than within the Authorised Area.

14.8 The provisions of this Deed shall not impede or obstruct the Chief Executive from undertaking operations in the Authorised Area in a manner that does not interfere with the use of the shooting range.

42. LAWS TO BE OBSERVED

15.2 All activities conducted by the Permittee under authority of this Deed must be in accordance with the laws in force from time to time in the State of Queensland.

43. COMPLIANCE OF EMPLOYEES, AGENTS ETC

16.4 The Permittee shall take all reasonable steps to ensure that all its employees, servants, contractors, agents and representatives and any other persons or corporation entering upon the Authorised Area on its behalf carry with them evidence that they are so authorised and are aware that the Authorised Area is part of a State forest under the *Forestry Act 1959* and shall maintain reasonable procedures and arrangements to ensure that all such persons comply with the requirements of the Act in relation to the State Forest.

16.5 The Permittee shall at all times maintain reasonable procedures and arrangements that will ensure compliance of its employees, servants, contractors, agents and representatives and any other persons or corporation entering upon the Authorised Area on its behalf with the obligations of the Permittee under this Deed and any environmental requirements subsequently notified by the Chief Executive.

16.6 The Permittee shall, at any time requested by the Chief Executive, provide written details of the procedures and arrangements referred to in Clauses 16.1 and 16.2.

44. COVENANTS BY THE PERMITTEE

17.6 The Permittee hereby expressly covenants and agrees with the Chief Executive as follows:

(e) in the event that:

- the approved infrastructure is wrecked, damaged or otherwise subjected to any action that renders it unfit for the purpose for which they have been installed by any cause whatsoever (including Acts of God, negligence or deliberate or accidental act of any person not party to this Deed); or
- this Deed expires, is terminated or surrendered or is rendered invalid through any cause whatsoever;

then, following consultation with the Chief Executive and in accordance with the written direction of the Chief Executive, the Permittee shall remove the approved infrastructure (in whole or in part and as is nominated by the Chief Executive) from the State Forest within three months or such reasonable time as is nominated, unless the Permittee is informed by the Chief Executive that such removal is not required.

(f) the Permittee shall rehabilitate the Authorised Area as directed from time to time to a standard set by the Chief Executive but not exceeding the standard existing at the time of commencement of activities in connection with this Deed, in order to repair damage to the State Forest (whether direct or indirect, cumulative or immediate) arising out of:

- the approved infrastructure (including such events during placement or removal from the State Forest); or
 - the wrecking or damage of the approved infrastructure by any cause whatsoever (including Acts of God, negligence or the deliberate or accidental act of any person not party to this Deed);
- (g) if the Permittee fails to carry out any such removal or rehabilitation, then the Chief Executive may arrange for such removal and rehabilitation to be undertaken and may recover the amount of any loss, damage, costs or expenses as a debt due and owing by the Permittee to the Chief Executive;
- (h) the obligations of the Permittee under this Clause 17.1 shall be a continuing obligation notwithstanding the expiration or cancellation of this Deed.
- 17.7 The Chief Executive may require that particular construction, maintenance or demolition operations of the approved infrastructure must not be undertaken except in the presence of an officer of the Department of Environment and Science.
- 17.8 Any maintenance of the approved infrastructure that requires excavation works or which could reasonably be expected to cause public inconvenience or have some effect on the environmental quality or scenic amenity, must be undertaken in the presence of an officer of the Department of Environment and Science, unless the Permittee has received written advice that the presence of such an officer is not required.
- 17.9 Where installation, relocation, removal or maintenance of the approved infrastructure occurs in the presence of an officer of the Department of Environment and Science, the Permittee and agents of the Permittee must comply with any reasonable direction of that officer in relation to the location and manner of placement of the approved infrastructure.
- 17.10 The Permittee must advise its members of this Deed and will provide copies of this document to any of its members who request a copy.

45. INDEMNITY AND PUBLIC LIABILITY INSURANCE

18.2 Indemnity

The Permittee must indemnify the State (including employees and agents of the State) from and against any loss, damage or expense (including legal costs), arising from any claim, demand, action, suit or proceeding that may be made or brought by any person against the State in respect of:

- (c) the death of or injury to any person; or
- (d) the loss of or damage to any property;

where such death, injury, loss or damage arises out of the Permittee's activities in the vicinity of the State Forest and is caused in whole or in part by the act or default (negligent or otherwise) of the Permittee or an employee, agent or client of the Permittee.

The Permittee must advise the Chief Executive in writing of any death, injury, loss or damage described in clause 18.1(a) and (b) immediately upon the Permittee becoming aware of such death, injury, loss or damage.

18.6 Release and Discharge

The Permittee releases and discharges the State (including employees and agents of the State)

from any claim, demand, action, suit or proceeding which, but for the provisions of this condition, may be brought against or made upon the State by the Permittee.

18.7 Insurance

The Permittee must take out, and maintain for the duration of this Deed, an insurance policy ("the insurance policy") that provides public liability cover of not less than ten million dollars (\$10,000,000) in respect of the death of or injury to any person, or the loss of or damage to any property (including a national park), arising out of or in connection with the Permittee's activities in the vicinity of the State Forest, where such death, injury, loss or damage is caused in whole or in part by the conduct of the Permittee, or employee, agent or client of the Permittee.

The Permittee must notify the Chief Executive before amending or cancelling the insurance policy.

In the event the insurer cancels the insurance policy prior to the expiration date of the insurance policy, the Permittee must advise the Chief Executive in writing within three (3) business days of receiving advice of the cancellation from the insurer.

In the event the insurance policy expires prior to the expiration date of this Deed, the Permittee must produce to the Chief Executive, evidence of renewal of the insurance policy no fewer than 3 business days prior to the expiry of the insurance policy.

The Permittee must provide a copy of the insurance policy, and a copy of the certificate of currency of the insurance policy, to the Chief Executive when required by the Chief Executive.

18.8 The obligations of the Permittee under Clauses 18.1 and 18.2 shall be continuing obligations notwithstanding the expiration, termination or cancellation of this Deed.

18.9 The Permittee will increase the sum insured in Clause 18.3 in accordance with any written request by the Chief Executive to keep the sum insured consistent with the standard required of commercial tour operators on State forests.

46. CO-ORDINATION OF OPERATIONS

19.2 The Permittee shall liaise with appropriate staff of the Department of Environment and Science to ensure co-ordination of the operations of the Permittee and the Department, and the Permittee shall give at least thirty-six hours advance notice of any activity requiring the involvement of Departmental staff.

47. DEFAULT BY THE PERMITTEE

20.6 If the Permittee fails to comply with any of the terms of this Deed and the failure to comply is capable of being rectified, the Chief Executive shall give notice in writing ("the notice") to the Permittee:

- (d) specifying the nature of the Permittee's failure to comply;
- (e) requiring the Permittee to rectify the breach within such term as is reasonable but not exceeding ninety (90) days from receipt of the notice by the Permittee; and
- (f) where the Chief Executive claims reasonable compensation in money for the breach, requiring the Permittee to pay the compensation within ninety (90) days from receipt of the notice by the Permittee.

20.7 If the Permittee fails to rectify the breach or pay the compensation as specified in the notice then the Permittee shall be in default under this Deed.

20.8 Where the Permittee's breach of the conditions of this Deed has caused a state of affairs which in the reasonable opinion of the Chief Executive creates:

- an imminent danger to public safety; or
- a risk to the natural environment;

the Chief Executive may shorten the period specified in the notice within which the Permittee must rectify the breach of this Deed (but not the period within which compensation must be paid) to a period of such length as the Chief Executive considers appropriate to the circumstances.

20.9 If the Permittee fails to comply with any condition of this Deed and the failure to comply is in the opinion of the Chief Executive not capable of being rectified, the Permittee shall be in default under this Deed.

20.10 In the event of default (whether in whole or in part) by the Permittee in the performance or observance of any of the conditions of this Deed, the State without prejudice to any other rights in respect of such default shall be empowered and entitled to terminate this Deed upon the giving of fourteen (14) days notice.

48. NON-ASSIGNABILITY

21.2 Neither the benefit nor the burden of this Deed (in either case whether wholly or in part) shall be assigned or assignable by the Permittee to any other person whatsoever.

49. SEVERABILITY, TERMINATION AND VARIATION

22.7 If any part of this Deed is found to be void, illegal or unenforceable, that part shall be severed leaving the other provisions to continue in full force and the effect provided that such severance shall not prejudice or oppose the intent of this Deed.

22.8 This Deed may be terminated:

- (c) if both parties agree in writing to terminate the Agreement; or
- (d) by the Chief Executive if the Permittee is in default under this Deed.

22.9 Notwithstanding the above, the Chief Executive may, at any time, suspend, revoke or vary the Authorised Area and suspend or terminate this Deed if it becomes evident that such action is necessary to ensure public safety or to protect the environment. Unless an urgent situation exists, this will only be undertaken after consultation with the Permittee.

22.10 The termination of this Deed will be without prejudice to the accrued rights of either party.

22.11 Except as provided for above, this Deed may be amended or varied only by agreement in writing signed by each of the parties.

22.12 If this Deed is terminated by the Chief Executive in accordance with its terms, no compensation shall be payable by the State to any person.

50. PAYMENT OF COSTS

23.4 The Permittee shall pay to the Chief Executive the reasonable costs of repairing any damage caused to the State Forest, as a result of the activities of the Permittee or any agent of the Permittee.

23.5 The costs payable by the Permittee in compliance with Clause 23.1 shall be determined by the Chief Executive.

- 23.6 Without limiting the generality of Clause 23.1, costs payable by the Permittee shall include the Chief Executive's costs associated with:
- (c) suppression of fire;
 - (d) repair of damage caused by fire;
 - (e) repair of damage to historic fabric, vegetation, rock formations, facilities or structures; and
 - (f) removal or eradication of plants or animals introduced to the State Forest.

51. DISPUTES

- 24.3 Any dispute or difference whatsoever arising out of or in connection with this Deed ("Dispute") shall be resolved as follows:
- (e) The parties may first refer the Dispute to mediation ("the ADR reference") by a Law Society Approved Mediator agreed by the parties or failing agreement appointed by the President of the Queensland Law Society on the terms of the Standard Mediation Agreement approved by the Queensland Law Society.
 - (f) The ADR reference shall commence when any party gives written notice to the other specifying the Dispute and requiring its resolution under this clause.
 - (g) Any information or documents obtained through or as part of the reference under this sub-clause shall not be used for any purpose other than the settlement of the Dispute under this sub-clause.
 - (h) If the Dispute is not resolved within 21 days of the commencement of the ADR reference either party may then, but not earlier, commence proceedings in any court of competent jurisdiction.
- 24.4 Clause 24.1 shall not apply to injunctive relief sought by any party.

52. ENTIRE AGREEMENT

- 25.2 This Deed constitutes the entire agreement between the parties in relation to the subject matter.

53. BANKRUPTCY OR DISSOLVEMENT

- 26.2 In the event that the Permittee is dissolved, becomes bankrupt or subject to liquidation or winding up proceedings or enters into a scheme of arrangement for appointment of a receiver or manager, the Permittee will be deemed to be in default under this Deed.

54. WAIVER

- 27.3 The failure, delay or omission by any party to exercise any power or right conferred on the party by this Deed shall not operate as a waiver of a power or right, nor shall any single exercise of any power or right preclude any other or future exercise of the power, or the exercise of any other power or right under this Deed.
- 27.4 A waiver of any provision of this Deed, or consent to any departure by a party from any provision of this Deed, must be in writing and signed by all parties and is effective only to the extent for which it is given.

55. GOVERNING LAW

- 28.2 This Deed shall be governed and construed in accordance with the law for the time being in force

in the State of Queensland and the parties, by agreeing to enter into this Deed, shall be deemed to have submitted to the non-exclusive jurisdiction of the courts of that State.

56. COSTS

29.2 The Permittee shall bear and be wholly responsible for all costs, fees and outgoings whatsoever including but not limited to legal fees, stamp duties and registration fees arising out of or associated with preparation of this Deed and any and all costs arising from or associated with the planning, construction, maintenance and operation of the approved infrastructure.

57. NOTICES

30.3 Notice in writing to either party for the purpose of service of documents under this Deed may be delivered by prepaid postage, by hand or by facsimile transmissions to each of the parties at the address stated below or any substitute address as may have been notified in writing by the relevant addressee from time to time. Notice shall be deemed to be given:

- (d) two (2) days after deposit in the mail with postage paid;
- (e) when delivered by hand; or
- (f) if sent by facsimile transmissions, on an apparently successful transmission being noted by the sender's facsimile machine, as the case may be.

30.4 The address of each party is:

The Chief Executive:	The Chief Executive Department of Environment and Science PO Box 15187, City East Post Office, QLD, 4002
or	111 George Street, Brisbane Qld 4000 Facsimile: (07) 3227 7031
The Permittee:	[Insert Club Name In Full] Address 1 ADDRESS 2

IN WITNESS WHEREOF the parties have executed this Deed on the dates set out below.

**SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF THE STATE OF QUEENSLAND
ACTING THROUGH THE CHIEF EXECUTIVE OF THE DEPARTMENT OF ENVIRONMENT AND
SCIENCE BY:**

..... this _____ day of _____ 2004

Regional Director
Queensland Parks and Wildlife Service Department of
Environment and Science

in the presence of:

(Signature of Witness) _____

(Name of Witness) _____

SIGNED, SEALED AND DELIVERED BY FOR AND ON BEHALF OF THE PERMITTEE BY:

..... this _____ day of _____ 2004

President, [\[Insert Club Name In Full\]](#)

in the presence of:

(Signature of Witness) _____

(Name of Witness) _____