



Special Purpose Permit – Standard Conditions

Forests NSW

1. The Permittee shall indemnify and hold indemnified Forests NSW, its officers, agents and employees against any claim by any person for damage or injury arising out of or as a consequence of or incidental to the conduct of the specified activity.
2. Participants or the Permittee will in no way hold Forests NSW responsible for any damage to their property or for any personal injuries to themselves or to any other person associated with them in the specified activity.
3. The Permittee will accept full responsibility for any damage caused to any property of Forests NSW including roads, resulting from the conduct of the specified activity and will effect without delay repairs to such damage to the satisfaction of the Regional Manager or alternatively, if in the opinion of the Regional Manager, such repairs are being unduly delayed or if it is impracticable for the Permittee to carry them out, pay in advance to the office of the Regional Manager the amount determined to his satisfaction to be the full estimated cost of such repairs.
4. All vehicles used during the specified activity must be properly registered for operation on a public street and driven by persons duly licensed to operate them. The requirements of all statutes, regulations and licences must be complied with.
5. This Permit shall be carried by the Permittees (or, if more than one Permittee, by one of them) at all times during the conduct of the activity and shall be produced for inspection upon the request of an officer of Forests NSW.
6. The Permittee and participants and other persons associated with the specified activity shall, in the event of any accident involving domestic livestock depastured with due authority on the forest, hold blameless the owner of such livestock.
7. The Permittee shall ensure that all persons associated with the specified activity shall comply with the provisions of the forestry Regulation 1994 and the Rural Fires Act 1997. The minimum requirements, unless varied by special condition, for the lighting and/or maintenance of fires will be:
 - (a) The lighting or maintaining of fires is prohibited other than in properly constructed fire places or other receptacles as approved by the Regional Manager, and should be surrounded for at least 1.5 metres by ground cleared of all inflammable matter and not within 4.5 metres of any log, stump or tree.

- (b) No fire, once lit, shall be left unattended at any time.
 - (b) No person shall place, drop or throw any lighted cigarette, tobacco, cigar or match unless it is immediately and completely extinguished.
8. The Permittee shall, if he/she does not intend to proceed with and complete the specified activity on any specific date, so notify the Regional Manager as soon as possible after making that determination.
 9. If in the opinion of the Regional Manager it should be necessary for Forests NSW to provide any supervision of the specified activity, the amount determined to the satisfaction of the Regional Manager to be the cost of such supervision shall be paid in advance by the Permittee to the Regional Manager.
 10. If required by the Regional Manager the Permittee shall attend joint inspections of the route prior to and after the event for the assessment of pre-existing conditions and for the assessment of damage.
 11. The Permittee shall so organise and conduct the specified activity so as to avoid any undue interference with or disturbance of any native animals or domestic stock, and the Permittee shall compensate the owner for any damage to the stock or property of any occupant, licensee, lessee, or permittee upon the forest and for any costs incurred by him/her as a result of the dispersal of stock caused by or arising out of the conduct of the specified activity.
 12. The Permittee must ensure that no motor vehicle shall be driven on other than a constructed road or trail on the agreed route at any time. The Permittee shall obtain prior approval from the Regional Manager for any change to the agreed location of activities.
 13. The Permittee shall comply with any directions given by an officer of Forests NSW in relation to the activity and shall not contravene the direction given in any control sign. Forests NSW reserves the right to redirect or cancel the activity when one or more of the following conditions prevail in the vicinity of the specified activity:
 - a) logging operations or other forestry activities;
 - b) bush fire, planned hazard reduction burning or conditions of very high fire danger;
 - c) very wet or windy conditions; or
 - d) road damage is likely to occur.
 14. Temporary signs and route indicators may be tied or stapled to trees (using paper staplers only). Signs must not be nailed or screwed to any tree. All temporary signs and indicators must be removed from the forest immediately after the event.
 15. The Permittee shall immediately notify an officer or employee of Forests NSW of the outbreak of any fire and shall require all participants in the activity to make all reasonable efforts to suppress and extinguish the fire.

16. Liquid fuel shall not be stored (other than in fuel tanks of machines) nor shall machines be refuelled unless authorised by, and in accordance with conditions issued by, the Regional Manager.
17. Any gates opened for the purpose of, or in the course of, the specified activity shall be closed after participants have passed through them. The Permittee shall ensure that stock do not stray through such gateways.
18. Where approval has been given and unforeseen circumstances, including dangerous, wet or extreme fire conditions, arise either before or during the event, such approval may be cancelled or amended without notice.
19. The Permittee shall, after completion of the specified event, remove all litter which may have been deposited on the State forest by any participant, or other person associated with the conduct of the specified activity, or being a spectator thereto, including vehicles and parts thereto or pay to the office of the Regional Manager in advance the amount determined to the satisfaction of the Regional Manager to be the estimated cost of disposal of the litter.
20. The Permittee shall take out and keep current for the term of this permit, a Public Liability Policy with an insurer approved by Forests NSW, such policy to:
 - a) be in the joint names of Forests NSW, the Permittee and all his employees or agents for an amount not less than \$10,000,000.00 (ten million dollars);
 - b) include a cross liability clause that will entitle each of the persons comprising the insured to rely on the policy as if it were a separate policy of insurance for each of them (subject always to the overall sum insured not being increased thereby); and
 - c) not include a condition requiring Forests NSW to claim against any other policy before it may claim upon the insurance obtained by the Permittee and the Permittee shall provide evidence of such insurance to the Regional Manager on request.
21. The Permittee shall ensure that persons involved in the specified activity do not, without the prior approval of Forests NSW:
 - a) Cut, disturb or remove trees or undergrowth, forest materials or products on State forest;
 - b) Establish or construct campsites on the State forest; or
 - c) Construct improvements on the State forest.
22. Forests NSW reserves the right to issue other Permits or Authorities over the subject area and the issue of this Permit does not confer any rights for exclusive use of the subject area.
23. The Permittee shall not interfere with the lawful rights of any authorised person to access the area.
24. The Permittee shall not carry or discharge any firearms on State forest.
25. The Permittee shall not take, harm, kill, trap or disturb any fauna.

26. Forests NSW makes no guarantee as to the condition or trafficability of any road or track, which is to be used for the specified activity.
27. The Permittee shall submit to Forests NSW details of the intended route and facilities to be used during the specified activity and shall only use routes as approved by the Regional Manager.
28. The Permittee shall not use approved routes during periods of wet weather when the surface of the road or track is likely to be damaged by the passage of vehicles used during the conduct of the specified activity.
29. The Permit is not transferable without Forests NSW written consent.
30. The Permittee agrees to become familiar with Forests NSW, its business and operations by:
 - a) Agreeing to receive and disseminate educational material as supplied by Forests NSW amongst its employees and agents.
 - b) Agreeing to participate in any educational process as organised by Forests NSW as a means of providing information to the Permittee, employees and agents about Forests NSW and its operations.
31. The Permittee agrees to portray Forests NSW in a positive light in all dealings with clients when operating under the Permit.
32. The Permittee agrees to acknowledge Forests NSW in all material advertising and/or promoting the activities authorised under the Permit. This acknowledgment will be in the form of Forests NSW logo being displayed on the front page of all promotional material. Logo template will be supplied by Forests NSW. Copies of all such promotional material should be forwarded to this office.
33. The location of any photos taken on State forest and used in any promotional material must be acknowledged as being taken on State forest in the caption attached to each photo.
34. Special Activity Conditions are:
 - **<To be inserted as appropriate>**

I hereby acknowledge that I have read and understood and agree to abide by these conditions:

Signed

Date

Capacity of Signatory

Company