



## TOUR OPERATOR PERMIT CONDITIONS General Conditions

### **COMPLIANCE**

The Permittee must not conduct the Permitted Activity before the commencement date shown, or after the expiry date shown on the Permit.

The Permittee must not conduct the Permitted Activity unless the Permittee and a witness have signed and attested the Agreement at the end of these conditions, a copy of which must be lodged with the Director.

The Permittee must carry proof of permit and these Conditions in the Permittee's transport (vehicle, vessel or aircraft) while conducting the Permitted Activity and must produce it for inspection when requested by a Park Ranger.

The Permittee must comply with the Territory Parks and Wildlife Conservation (TWPC) Act, the Regulations, the Management Plan, these permit Conditions and any other signs, notices, information, guidelines, codes of conduct or protocols issued by, or under the authority of, the Director relating to the Parks and Reserves.

The Permittee must hold all permits and other authorities required by law for the conduct of the Permitted Activity, and comply with all Commonwealth, State or Territory laws relating to the Permitted Activity.

The Permittee must ensure that the Permittee's staff are fully informed of, and understand, these permit conditions before they commence taking part in the Permitted Activity.

If any of the Permittee's staff contravene these permit conditions, the Director may:

- notify the Permittee of the contravention;
- direct the Permittee to cease using the services of that person within the Parks, and the Permittee must forthwith comply with that request.

Note: In this situation the Director must give written notice to the member of the Permittee's staff of the decision, including a statement that the member of the Permittee's staff may apply to the Director to reconsider the decision and may, not later than 30 days after date of decision, appeal against the decision to the Local Court (refer section 64 of the Territory Parks and Wildlife Conservation Act).

### **RISK MANAGEMENT**

The Permittee must ensure that appropriate risk management systems, strategies and procedures are in place to minimise foreseeable risks to the environment, the values of the Parks and Reserves, the Permittee's staff, the Permittee's clients and other members of the public, and must produce evidence of such systems, strategies and procedures if requested by the Director.

### **SAFETY**

The Permittee must fulfil its duty of care to the Permittee's staff and the Permittee's clients and other Parks visitors while conducting the Permitted Activity.

Note: The Permittee must take all reasonable steps to avoid risks to the health and safety of the Permittee's staff and other persons in the Park.



The Permittee must ensure that the supervision of the Permittee's clients is reasonable in the circumstances of the Permittee's clients' differing levels of fitness, experience and abilities.

The Permittee must, before a tour commences, inform the Permittee's clients, in both oral and written form in a language understood by the clients, the standard safety information that appears in the Parks and all foreseeable hazards and conditions that they may encounter during the Permitted Activity.

Note: Such hazards and conditions may include, but are not limited to crocodiles and other dangerous animals, plants and insects, heights, unstable and slippery rocks, extreme weather conditions, high winds, and fast flowing water.

The Permittee must ensure that each of the Permittee's Tour Guides operating in the Parks hold a current first aid qualification, the minimum standard for which is Level 2 Senior First Aid Certificate or equivalent.

The Permittee must ensure each of the vehicles used in the conduct of the Permitted Activity contains a comprehensive and appropriate first aid kit.

The Permittee must carry a basic first aid kit while leading the Permittee's clients on activities away from the vehicle.

The Permittee must carry, and must ensure that each of the Permittee's clients carries sufficient potable water for the conduct of the Permitted Activity.

Note: NT Parks recommends that in hot weather, people carry and drink one litre of water for every hour they will walk.

If the Permittee or any of the Permittee's clients or other Parks visitor/s is killed, seriously injured, becomes seriously ill or goes missing while in the Parks, a member of Parks staff must be notified as soon as possible and the Permittee and the Permittee's clients must comply with any requests or directions from Parks staff in relation to the safety of that person or any other person.

The Commission discourages the use of glass bottles in NT Parks and Reserves especially in and around swimming holes.

## **PARK USE**

The Permittee must provide clients with accurate information in relation to NT Parks and Reserves.

The Permittee must use only the Day Use Areas, camping areas and walking tracks designated for public use.

Note: This Permit does not give the Permittee any rights to the exclusive use, enjoyment or occupancy of any area of the Parks, unless specifically authorised by another permit. Neither the Permittee nor the Permittee's staff are authorised persons for the purpose of using roads or tracks sign-posted as 'Authorised Persons Only'.

The Permittee must only light fires in fireplaces provided and put all fires out after use.

The Permittee must only use dead timber for firewood, collected from within the Park or Reserve, from areas where the collection of dead wood has not been prohibited, must use it only for the purpose of a fire for cooking or providing warmth, and must not bring into or remove firewood from a Park or Reserve.

The Permittee must not, and must ensure that the Permittee's clients do not:

- behave contrary to the Regulations or By-laws;
- enter upon nor in any way interfere with any Sacred Site, protected area, rock art or artifact;
- pick fruits, flowers or branches, or otherwise damage any native plants;
- interfere with, feed, handle or disturb any native animal, or damage or disturb a nest or dwelling place of a native animal; or
- dig or in any other way disturb soil or stones.

The Regulations prohibit bringing plants, including firewood and weed seeds, and animals, other than a guide, hearing and assistance dog used by a person with a disability, into a Park.

The Commission reserves the right to change the areas which Tour Operators use, for any reasonable purpose including visitor safety, park management or environmental protection.

This permit provides access within NT Parks and Reserves, to designated public areas only.

Tour Operators to remove their rubbish from the park or reserve.

## **TOUR OPERATOR AND GUIDES**

The Permittee must have appropriate training, qualifications and experience to competently perform their functions and duties in relation to the Permitted Activity.

The Permittee must ensure that the Permittee's tour guides have knowledge of the safety information that appears in the Parks, so they can be accurate in their answers to questions asked by the Permittee's clients.

The Permittee must for the purpose of evaluating compliance with these permit conditions and subject to availability of space and the provision of reasonable notice, allow a member of the Parks staff to accompany tours from time to time at no cost to the Director.

The Permittee must not use directly in the conduct of the Permitted Activity the services of, or if a company or other incorporated body, must not have as a director or other office holder, any person who has been convicted<sup>1</sup> of an offence against the Act or Regulations or another law of the Commonwealth or a State or Territory about the protection, conservation or management of native species, ecological communities or heritage.

The Permittee cannot transfer this Permit to another person or group. (Refer section 63, TWPC Act).

The Permittee must notify the Director, in writing, within 7 days if:

- the Permittee sells the business to which the Permit relates to another person or group, or for any other reason ceases to conduct the Permitted Activity; or
- the Permittee is a company and there is a change in the owner(s) of the majority of issued shares in the company.

Note: If the Permittee sells the business to which the Permit relates, the purchaser may apply for a new permit.

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<sup>1</sup> A person is taken to have been convicted of an offence if, within 5 years, the person has been charged with, and found guilty of, the offence but discharged without conviction or has not been found guilty of the offence, but a court has taken the offence into account in passing sentence on the person for another offence.

## **VEHICLES**

The Permittee must ensure that all vehicles used for the Permitted Activity are identified as being used by the Permittee by sign writing, magnetic stickers or a signboard visible through the windscreen, and display a NT Parks "Permitted Tour Operator" sticker on the right hand (driver's) side of the windscreen in a manner that does not impede the Primary Vision Area. To ensure the sticker does not impede the Primary Vision Area, Tour Operator's may wish to consider placing the sticker in the lowermost right hand corner of the windscreen.

For the purposes of this Condition, "Primary Vision Area" has the definition contained in Australian Standard AS/NZS2366.1:1999 or any subsequent replacement Australian Standard.

The Permittee must not use any road or track, nor enter any area by any means, which is permanently, temporarily or seasonally closed or restricted by fences, gates or signs, unless specifically authorised by this or another Permit.

The Permittee must ensure that all vehicles used for the Permitted Activity are maintained in a clean and tidy condition to prevent the spread and introduction of weed species.

Note: To prevent bringing weeds or weed seeds into the park, drivers should inspect and clean their vehicles thoroughly before entering the park if they have been off sealed roads outside the park, particularly in areas known to be infested by weeds.

## **PUBLICITY AND MARKETING**

The Permittee must submit to the Director copies of all the Permittee's existing promotional material relating to the Permitted Activity (including pamphlets, brochures, and internet material such as web pages), and must amend that material if requested by the Director to ensure that it contains accurate and appropriate information in relation to the Parks.

## **INSURANCE AND INDEMNITY**

The Permittee must not conduct the Permitted Activity unless the Permittee holds a policy of public liability insurance sufficient to cover any liability the Permittee may have to third parties or to the Parks and Wildlife Commission, the Northern Territory of Australia and the Conservation Land Corporation, under the Agreement, and in any case for an amount of not less than \$10 million in respect of any single event, with an insurer that is licenced by the Australian Prudential Regulation Authority, or approved by the Director.

The Permittee must provide a certificate of currency for the policy of public liability insurance evidencing that the policy covers all activities in the Parks of the Permittee and the Permittee's staff. The certificate of currency must be provided:

- before the Permittee commences to conduct the Permitted Activity;
- on each occasion when the policy is renewed or when a new policy is taken out; and
- at any time as requested by the Director.

## **OPERATION SPECIFIC CONDITIONS**

These conditions apply in addition to the general conditions and are related to specific activities listed, e.g., camping, abseiling/rock climbing, cycling, orienteering, caving, school programs, paragliding.

## **LOCATION SPECIFIC CONDITIONS**

Location specific conditions may be applicable for the public land in which the Permittee wishes to operate. These conditions will be issued on the Permit and the Permittee must adhere to those conditions.

# AGREEMENT

In consideration of the permit issued to the Permittee, the Permittee agrees to:

- a) release the Parks and Wildlife Commission of the NT, the Northern Territory of Australia and the Conservation Land Corporation and their servants and agents ('the released parties') from all and any claims which the Permittee might at any time hereafter have or have had against the released parties in respect of any injury, loss or damage which may be suffered by the Permittee in the course of the Permitted Activity, except to the extent that any act or omission involving fault on the part of the released parties contributed to the relevant injury, loss or damage;
- b) indemnify and keep indemnified the Parks and Wildlife Commission of the NT, the Northern Territory of Australia and the Conservation Land Corporation, and their servants and agents ('the indemnified parties') against all actions, proceedings, claims or demands brought against the indemnified parties in respect of any injury, loss or damage arising out of:
  - i) a breach of the permit conditions by the Permittee or the Permittee's staff; or
  - ii) an act or omission involving fault on the part of the Permittee or the Permittee's staff in carrying on the Permitted Activity,except to the extent that any act or omission involving fault on the part of the indemnified parties contributed to the relevant liability, loss or damage;
- c) acknowledge that a breach of these permit conditions by any of the Permittee's staff constitutes a breach of these conditions by the Permittee;
- d) acknowledge that the permit cannot be construed to make either the Permittee or the Director a partner, agent, employee or joint venturer of the other; and
- e) provide the Director with statistics showing the number of Permittees clients that the Permittee has caused to be brought into NT Parks and Reserves each calendar month (where possible specifying numbers for each park or reserve) under the permit. The statistics must be supplied in the form provided by the Director, and must be provided annually, referring to the previous 12 month period.

Note: The Director agrees not to disclose to any other person the number of clients brought into the Parks by individual Permittees (unless legally necessary to do so).

## SIGNED AND DELIVERED

This Agreement must be signed by the Permittee or, if the Permittee is a company or other body, by its duly authorised officer, and an adult witness over the age of eighteen, before the permit to which it relates is valid.

Name of proposed Permittee: \_\_\_\_\_

Signature of proposed Permittee: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name of Witness: (Please print) \_\_\_\_\_

Signature of Witness: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

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## OFFICIAL USE ONLY

Permit Reference Number to which these Permit Conditions and Agreement, relate.

Permit No.:

Expiry Date:

# INTERPRETATION

In these conditions, unless the contrary intention appears:

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| <b>Act:</b>                    | means the Territory Parks and Wildlife Conservation Act and any By-laws, regulations, management plans and instruments made under it, and includes any Act that amends or replaces it.                |
| <b>Agreement</b>               | means the Agreement on page 5 of these Conditions.  |
| <b>By-laws</b>                 | means the Territory Parks and Wildlife Conservation By-laws and includes any By-laws that amend or replace them.  |
| <b>Commission</b>              | means the Parks and Wildlife Commission of the NT.  |
| <b>Conservation Officer</b>    | means a Conservation Officer appointed by the Commission under section 92 of the Territory Parks and Wildlife Conservation Act.   |
| <b>Director</b>                | means the Director of Parks and Wildlife Commission of the NT, and includes any statutory successor to the Director and the Director's delegates.   |
| <b>Management Plan</b>         | means any management plan in operation from time to time for NT Parks and Reserves under the Act.   |
| <b>Minister</b>                | means the NT Minister for Parks and Wildlife, any statutory successor to the Minister and the Minister's delegates.   |
| <b>Parks</b>                   | means the named NT Parks and Reserves for which this permit is issued.  |
| <b>Park staff</b>              | means a person employed by the Parks and Wildlife Commission of the NT in relation to the NT Parks or Reserves for which this Permit is issued.   |
| <b>Park Ranger</b>             | means a person employed by the Parks and Wildlife Commission of the NT in relation to the NT Parks or Reserves for which this Permit is issued.   |
| <b>Permitted Activity</b>      | means the specified activity for which this Permit is issued.   |
| <b>Permittee</b>               | means each person (individual, company or other incorporated body) or group to whom this permit is issued and includes, where the context permits, the Permittee's staff and the Permittee's clients. |
| <b>Permittee's clients</b>     | means all persons, other than the Permittee or the Permittee's staff, who take part in the Permitted Activity.  |
| <b>Permittee's Tour Guides</b> | means the Permittee and those members of the Permittee's staff who lead and have primary responsibility for the Permittee's clients in the Parks.   |
| <b>Permittee's staff</b>       | means the Permittee's employees, contractors and other agents who take part in the Permitted Activity.  |
| <b>Regulations</b>             | means the Territory Wildlife Regulations and includes any Regulations that amend or replace them.   |

The singular includes the plural and vice versa.

Where a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning.

Where one of the words 'include', 'including' or 'includes' is used, the words 'without limitation' are taken to immediately follow.

Where the word 'must' imposes an obligation on a person to do or not do something, the obligation is taken to mean that the person must take all reasonable steps to do or not do the thing.