

Conditions for Forest Permit (Beekeeping)

1 In these Conditions, unless the context otherwise requires:

"the Land" *means* the Land referred to in the Description of Land to which the Permit applies;

"the Term" *means* the period of occupation specified in the Permit;

"you" *means* the person or persons, firm or corporation to whom the Permit is issued;

"month" *means* calendar month.

2 You must be a registered bee keeper under the *NSW Apiaries Act 1985*.

3 The Permit Fee is payable on or before the Date of commencement of the Term and thereafter, in the case of renewal, one month in advance of the renewal date.

4 The permit may be exercised by you only for the purposes specified in the permit and you must not transfer, assign, or in any way deal with the permit or any right or interest thereunder, without the written consent of Forestry Corporation NSW.

5 You must supply to Forestry Corporation a set down location for each site within 90 days of the permit commencing. (GPS location or map with set down location noted.)

6 You must not place more than 200 hives within any allocated range.

7 You must provide signs or other appropriate identification of ownership of hives at each apiary site.

8 You must provide signs to warn the Public of bees in the vicinity.

9 You must place the hives on the permit area in such locations (set down sites) as to minimise inconvenience to other forest users and you must follow any specific directions of Forestry Corporation NSW in this respect.

10 During the currency of the permit, you must rake and maintain all apiary set down sites free of all loose surface litter between the hives and for a minimum of 3 metres outside the perimeter of the hives.

11 You must not clear new set down sites without the express consent of Forestry Corporation.

12 You must not erect any fencing or effect any other improvements on the permit area.

13 You must not interfere with any reasonable use of the permit areas by the public.

14 Forestry Corporation NSW reserve the right, without incurring liability to pay compensation, to undertake or authorise the undertaking of any activities on the permit area.

- 15** Forestry Corporation NSW reserve the right:
- 15 (a)** To terminate the permit if the land or any part thereof is required for any forestry, mining or other public purpose, or for any other reason, upon giving you not less than one month's notice in writing; or
- 15 (b)** To vary the conditions of the permit, including the area of land affected, in accordance with the *Forestry Regulation 2012*, if the land or any part thereof is required for any forestry, mining or other public purpose, provided that you will be entitled to such reasonable reduction of the rental as Forestry Corporation NSW may determine.
- 16** If Forestry Corporation NSW is of the opinion that you have contravened or failed to comply with any provision or condition of this Permit, or any provision of the *Forestry Act, 2012*, or the *Forestry Regulation 2012*, Forestry Corporation NSW may suspend the operation of the permit and may, after affording you an opportunity to be heard, cancel the permit.
- 17** Forestry Corporation NSW may direct the removal of all or any hives from the permit areas or any parts thereof at such time and for such periods as it may determine, provided that you will be entitled to such reasonable reduction of the rental as Forestry Corporation NSW may determine.
- 18** Three (3) months following the date of expiration of the permit, or termination of the permit by Forestry Corporation NSW, all property belonging to you and remaining upon the permit areas shall be deemed to be abandoned and will thereupon be forfeited to Forestry Corporation NSW.
- 19** You must comply with the provisions of every statute, ordinance, regulation or by-law relating to the permit area or your use thereof.
- 20** You undertake and agree to release to the full extent permitted by law and hereby indemnify and keep indemnified the Crown and Forestry Corporation NSW and their agents, officers and employees from and against all actions, suits, claims and demands of any kind and all costs, charges and expenses in respect of any loss, damage or injury to any person or property arising out of or in any way connected with any activity authorised by this permit, notwithstanding that the conditions of this permit has in all respects have been observed by you or that any such loss, damage or injury arise from any act or thing which you may be authorised or compelled to do hereunder, provided however that nothing herein shall exclude the Crown or Forestry Corporation NSW from liability for any loss, damage or injury due to the negligent act or omission of the Crown or Forestry Corporation NSW.
- 21** Forestry Corporation NSW is not responsible or liable for any damage resulting from bushfires of falling trees or limbs.
- 22** All gates opened by you for access to or within the permit area must be closed by you immediately after use.
- 23 GST**
- 23 (a)** In this clause, "GST" means a goods and service tax or like tax payable by Forestry Corporation NSW in respect of a supply under this permit.
- 23 (b)** If Forestry Corporation NSW is required to pay GST in respect of any payment by you to Forestry Corporation NSW under this Permit and Forestry Corporation NSW gives you a tax invoice showing the GST paid or payable, you

must pay an amount equivalent to that GST in addition to the Occupation Fee and any other moneys payable to Forestry Corporation NSW.

- 23 (c)** Forestry Corporation NSW and you agree (if either party so requests) to review the Conditions of this Permit in good faith and make amendments, if necessary, to ensure that neither party is unfairly disadvantaged as a consequence of the GST.
- 24 Insurances** - You shall effect and maintain in respect to the permit area/s from the commencement of this permit the following insurances:
- 24 (a)** A public liability policy covering personal injury and property damage including financial, economic or consequential loss arising as a result of such personal injury or property damage, in an amount of not less than \$20,000,000 or such other higher amount as Forestry Corporation NSW may from time to time require being the amount which may be paid arising out of any one single accident or event in connection with the activities of you in relation to this Permit whereby Forestry Corporation NSW, shall be included as an insured party;
- 24 (b)** Insurance against any liability which may arise at common law or by virtue of any relevant workers' compensation legislation in connection with the Permit Area; and
- 24 (c)** Such other special insurances as may be appropriate and required by Forestry Corporation NSW from time to time.
- 24 (d)** You shall be responsible to insure hives and equipment against loss or damage as appropriate.
- 25 Workplace Health and Safety**
- 25 (a)** You shall meet all Workplace Health and Safety requirements under the Workplace Health and Safety Legislation by providing, but not limited to, Risk Management, Consultation, Information, Instruction, Supervision and Training, to your employees and associated Contractors.
- 25 (b)** You shall take all reasonable steps to ensure that access and egress from the land is safe and without risks to health.
- 26** The Permittee acknowledges that the speed limit in all NSW State forests is 60 km/h unless otherwise signposted.