



APIARY AUTHORITY

Your standard terms and conditions

For the following public land access authorisations:

- **Forest Permits (Beekeeping)** - under the *Forestry Act 2012*
- **Apiary Reserve Use Permits** – under the *Local Land Services Act 2013*
- **Apiary Licence** - under the *National Parks & Wildlife Act 1974*

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INTRODUCTION*

The following Apiary Site Access and use Authority (Permit or Licence) Standard Terms & Conditions have been agreed and adopted by the following public land management agencies within NSW –

- Forestry Corporation of NSW (FCNSW),
- Office of Environment and Heritage (OEH),
- Local Land Services (LLS); and
- The Department of Industry ~ Lands Division (DI-Lands).

These agencies are called Consent Agencies in this Authority.

The following management arrangements apply in relation to apiary access to public land:

Forest Corporation NSW (FCNSW) manages Forest Permits (Apiary) on State forests and Crown land that is not a forestry area (as defined in s61(3) of the *Forestry Act 2012*). Details of forest permits for non-forestry uses and ancillary provisions are set out in s60 and 61 of the *Forestry Act 2012*.

The National Parks & Wildlife Service (NPWS), within OEH, manages existing Apiary Licences within the national parks estate under the *National Parks and Wildlife Act 1974*.

LLS issues and manages Reserve Use Permits on the Travelling Stock Reserves (or Travelling Stock Routes - TSRs) for the purpose of establishing and maintaining an apiary under section 77 of the *Local Land Services Act 2013*.

The following terms and conditions, in conjunction with your Authority and Schedules 1 and any additional Schedules or documents referred to in Schedule 1, combine to make up your Authority to keep and manage beekeeping operations on public land.

Please read the following standard terms and conditions in conjunction with the associated schedules carefully and ensure that you understand your rights and responsibilities as a Permit or Licence holder.

Definitions are available at the end of these *standard terms and conditions*.

* Please note this introduction does not form part of this Authority terms and conditions.

GRANT OF AUTHORITY

1. GRANT OF AUTHORITY

- a) Nothing in this Authority affects your obligation under the Biosecurity Act 2015 to obtain registration to deal with bees. NB: It is an offence under s.154 of the Biosecurity Act 2015 to deal with bees without biosecurity registration.
- b) You may use and occupy the Site but only for the purpose of Beekeeping activities.
- c) You must not place more than 200 hives on the Site; or any other number as set out under Schedule 2 (Additional Terms and Conditions), whichever is the lesser. In addition, the number of hives placed on the Site must not exceed the number authorised under Your bee keeper's registration.
- d) This Authority does not confer on You any right of exclusive possession of the Land associated with the Site and nothing in the Authority shall be construed as conferring upon the holder any estate or interest in the land constituting the Site or the associated access roads, or any exclusive rights to the use thereof.
- e) You must not do or permit any person to do any act, matter or thing which results in nuisance, damage or disturbance to the relevant Agency; or owners or occupiers of adjoining or neighbouring lands or other authorised users of the Site. Note that this clause is not intended to prevent You from undertaking lawful beekeeping activities.
- f) You must comply with all legislation that is relevant to you in entering onto and using of the Site.

2. TERMS OF AUTHORITY

- a) This Authority (Permit or Licence) is subject to the following terms and conditions and any other terms and conditions imposed by the Act under which it was issued.
- b) This Authority commences on the Commencing Date and continues in force until the earlier of: -
- c) the Terminating Date; or
- d) the date the Authority is ended in accordance with this clause.
- e) The Consent Agency may suspend or cancel this Authority at any time in accordance with the Act under which it was issued to you.
- f) You may at any time by Notice served on the relevant Consent Agency, request that this Authority be revoked. If the Consent Agency is satisfied that You have complied with the terms and conditions of this Authority and the relevant legislation, the Consent Agency will end this Authority by Notice to You.
- g) The Authority remains in force from the date of commencement until the expiry date specified in the Authority unless it is suspended or cancelled in writing or notice is provided by the Authority holder (Permit holder or Licensee) of surrender of the Authority.

3. FEE PAYMENT

- a) The Site Fee is payable on or before the Date of commencement of the Term and thereafter one month in advance of the anniversary date until the end of the Authority term.
- b) In the case of renewal, the Site Fee is payable one month in advance of the renewal date.
- c) The Site Fee for each apiary site is inclusive of GST.

4. TRANSFER OR SURRENDER

- a) The Authority may be exercised by You only for the purposes specified in the Authority and You must not transfer, assign, or in any way deal with the Authority or any right or interest thereunder, without the written approval of the Consent Agency.
- b) If You wish to nominate a bee site which is the subject of your Authority for allocation to another beekeeper, then You may apply in writing to the Consent Agency to have the permit or licence so allocated. You must complete the required forms supplied by the Consent Agency and provide completed forms from the proposed beekeeper to the Consent Agency to assess their suitability for allocation. If the allocation is approved, a new Authority will be issued in the name of the beekeeper you have nominated.
- c) If the Authority is reallocated as per process in part c) or surrendered;
 - i. In the case where the remaining portion of the term is less than one full year, no refund will be given.
 - ii. Where the remaining portion of the term is greater than one full year, the provision of a refund is at the discretion of the Consent Agency. Any refund may be subject to the deduction of a transfer or surrender processing fee, where applicable.

5. VARIATION OF CONDITIONS

- a) The relevant Consent Agencies reserve the right, without incurring liability to pay compensation, to undertake or authorise the undertaking of any non-apiary activities on the Site.
- b) The relevant Consent Agency reserves the right to vary these conditions by providing written notice to the Authority (permit holder or licensee) holder.

6. COMPLIANCE WITH LAWS AND REGULATIONS

- a) You must comply with the provisions of every statute, ordinance, regulation or by-law (including federal laws) relating to the Authority area or your use thereof.
- b) Failure to respond to notices sent by the consent Agency to the address provided may result in cancellation of the Authority.

INDEMNITY AND INSURANCE

7. INDEMNITY

- a) You undertake and agree to release to the full extent permitted by law and hereby indemnify and keep indemnified the Crown and the relevant Consent Agency and their agents, officers, employees and contractors 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 your use or occupation of the Site including the conduct of any activity authorised by this Authority, notwithstanding that the conditions of this Authority 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 the relevant Consent Agency from liability for any loss, damage or injury due to the negligent act or omission of the Consent Agency.
- b) The Consent Agency is not responsible or liable for any loss or damage resulting from theft, floods, storms, fires and any other natural events including falling trees or branches.

8. INSURANCE

You must obtain and maintain in respect to the area/s used under permit or licence from the commencement of this Authority the following insurances:

- 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 Consent Agency 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 Authority whereby the Consent Agency shall be included as an insured party;
- b) Insurance against any liability which may arise at common law or by virtue of any relevant workers' compensation legislation in connection with the Authority Area; and
- c) Any other insurance cover specified (if any) in schedule 2.

INFORMATION PROVISION

9. APIARY SITE SERVICE DESK

- a) In accordance with the NSW Government implementation of a whole-of-government policy framework for the management of apiary sites on public lands, a Consent Agency may nominate the Department of Primary Industries (DPI) service desk to administer this Authority. Where you have been notified of this, you must use website forms, email

addresses and other contact details nominated by the DPI service desk to make required notifications to the Consent Agency.

10. CONTACT DETAILS

- a) You must notify the Consent Agency as soon as practicable in the event of a change of contact details (including residential address, email address, postal address and emergency contact telephone number); and in any event within 30 days of the change.
- b) Failure to provide such notification may result in cancellation of the Authority.

11. COMMUNICATION WITH AUTHORITY HOLDER

- a) A notice or other communication connected with this authority must be in writing, in English and delivered to the postal address or email address as set out in the Contact details in the Apiary Authority.
- b) A notice or other communication is deemed to be delivered five business days from when it is posted or on delivery receipt for email communication™.
- c) Notwithstanding clause 11(a), this provision cannot be used as a defence against failure to address matters covered in a notice or communication sent under section 10 of this Authority.

12. ACCESS AND SET DOWN NOTIFICATION

- a) The Authority holder must notify the relevant Consent Agency within two days of locating hives on the site for the purposes of beekeeping. The Authority Holder acknowledges that failure to provide at least two days' notice *before* locating hives on the Site carries a risk that the relevant Consent Agency will not provide notice of events or activities that affect the site. Notification may be given by speaking with the relevant Consent Agency delegate (in person or via telephone) or by giving notice in writing (by email or post).
- b) For Sites where a specific set-down location is not required or specified by the Authority, You must supply to the Consent Agency a set down location for each site within 90 days of the Authority commencing. (GPS location or map with set down location noted.)

13. DISCLOSURE RESPONSIBILITIES

- a) If any environmental damage or property damage is caused by You, then You must notify the Consent Agency as soon as reasonably practicable.
- b) If any environmental damage or property damage (caused by others) comes to Your attention and interferes with the authorised activity being undertaken, then You must notify the Consent Agency as soon as reasonably practicable.

SITE ACCESS

14. GATES

- a) All gates opened by You for access to the site must be closed by You immediately after use.
- b) All gates that are locked and that You have been given approval to unlock, must be locked again immediately after use.
- c) If access keys for the Site are provided to You (the Authority holder), You must not copy the keys or provide the keys to any person other than a person engaged by You for the purposes of this Authority. Keys are to be returned to the relevant Consent Agency office on the expiration, cancellation, surrender or transfer of the Authority.

15. ACCESS ROADS AND TRACKS

- a) Your access to, and exit from, the Site may be restricted to the routes and modes of transport specified in writing by the Consent Agency.
- b) The Consent Agency reserves the right to temporarily block access to the Site by the Authority holder. The Consent Agency shall not be liable to compensate the Authority holder for any loss or damage suffered by the Authority holder arising from restriction of access pursuant to this condition.
- c) It is the responsibility of the Authority holder to obtain all approvals necessary to transit through lands not managed by one of the issuing authorities. Nothing in this Authority can be represented as being a right to obtain access to lands required for transiting to approved sites.

SITE MANAGEMENT

16. SIGNAGE

- a) You must provide signs or other appropriate identification of ownership of hives at each apiary site and all hives must be clearly marked with the Apiarist's registration number.
- b) You must erect and exhibit suitable notices at or near the site of the apiary, warning the public of the presence of the hives. These signs must display the Apiarist's registration number.

Note: An approved sign is shown in Attachment A.

17. INFRASTRUCTURE (OR "IMPROVEMENTS")

- a) You must not erect any fencing, buildings or structures on the Site (other than an approved beehive, the required signage or temporary fencing at the Set Down in compliance with a WHS plan) without the written approval of the Consent Agency.

18. MINIMISING LAND-USE CONFLICT

- a) You must place the hives within the approved Set Down site.
- b) You must not interfere (including cause or allow annoyance, disturbance or obstruction) with any rightful use of the area associated with the Site by other persons.
- c) The Consent Agency reserves the right to engage in any land management activities on the Site at such times and in such positions as the Consent Agency or their delegate may consider necessary, and the Consent Agency shall not be liable to compensate the Authority holder for any loss or damage suffered by the Authority holder arising from those land management activities.

19. MAINTENANCE AND REPAIRS

- a) During the currency of the Authority, You must keep the Set Down free of all loose surface litter between the hives and for a minimum of 3 metres outside the perimeter of the hives. You must at all times keep the Site in a clean and tidy condition, clear and free of rubbish and “waste” as defined in the *Protection of the Environment Operations Act 1997*.
- b) If it is determined by the Consent Agency that You have caused any damage to the Site or the associated access roads through works that have not be explicitly agreed to by the Consent Agency You may be directed by the Consent Agency to rehabilitate and/or repair the damage; You will be liable for the cost of repairing the damaged area including any structure thereon.
- c) You must not clear any of the Land without the relevant agency’s consent and all other approvals required under the Native Vegetation Act 2003, the Biodiversity Conservation Act 2016 and any other relevant legislation.
- d) You may not undertake hazard reduction burning at the site.
- e) The shooting, trapping, baiting or otherwise harming of native fauna is prohibited.
- f) On the Terminating Date or the earlier revocation or determination of this Authority, You must ensure that the Site is clear of hives and equipment and free from all rubbish.
- g) Three (3) months following the date of expiration of the permit or license, or termination of the permit or license by the relevant land agency, all property belonging to you and remaining upon the permit or license areas shall be deemed to be abandoned and will thereupon be forfeited to the relevant land agency.
- h) You must place the hives on the authority area in such locations (set down sites) as to minimise inconvenience to other authorised land users and you must follow any specific directions of Consent Agency in this respect.

20. WASTE AND POLLUTION

- a) You will not take any action which has the effect, whether direct or indirect, of causing any contamination or pollution to land where apiary activities are undertaken under this Authority.

21. BIOSECURITY

- a) Apiarists from interstate must provide documentary evidence to the Consent Agency and DPI Biosecurity that they have obtained an interstate health certificate from their local apiary inspector prior to the movement of bees into NSW.
- b) You must comply with Your obligations under the Biosecurity Act 2015 and associated Regulations.
- c) You must notify the Consent Agency and DPI Biosecurity in the event of an uncontrolled biosecurity risk or a pest previously unknown in NSW by phoning the hotline on 1800 675 888.

WORKPLACE HEALTH AND SAFETY

22. WORKPLACE HEALTH AND SAFETY

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.

23. ACCESS AND VEHICLE MOVEMENTS

- a) You acknowledge that access conditions may be variable and hazardous and care should be taken at all times
- b) You shall take all reasonable steps to ensure that Your access and egress from the land is undertaken safely.

ADDITIONAL TERMS AND CONDITIONS

24. ADDITIONAL TERMS AND CONDITIONS

If indicated in Item 12 of Schedule 1, the Additional Terms and Conditions form part of this Authority. Any provision of the Additional Terms and Conditions that is inconsistent with a provision of these Standard Terms and Conditions prevails to the extent of any inconsistency.

DEFINITIONS AND INTERPRETATION

25. DEFINITIONS

In this Authority the following terms, unless the contrary intention appears, mean:

Additional Terms and Conditions means the Consent Agency's Additional Terms and Conditions document or any part of it, as updated from time to time, which is identified in in Item 12 of Schedule 1 (if any) and forms part of this Authority.

Anniversary date means a date nominated by the Consent Agency on which annual permit or license fees are due. It will be listed on the authority documents for the respective consent agency.

Area Manager is a designated role within NPWS with responsibility for management of the geographical area in which the Authority is located.

Authority means a Licence under National Parks & Wildlife Act 1974; a Forest Permits (Beekeeping) - under the *Forestry Act 2012*; or an Apiary Reserve Use Permits – under the *Local Land Services Act 2013*

Authority Holder means the person or entity named on the Authority.

Authorised person means any person authorised by the relevant Minister and includes a person who from time to time is a member of any class of persons authorised by the Minister.

Breach or Default means a failure to comply with any term of condition of this Authority Permit.

CLA means the *Crown Lands Act 1989* (NSW).

Commencing Date means the date in Item 6 of Schedule 1.

Consent Agency means:

- (1a) the National Parks & Wildlife Service in relation to sites in National Parks;
- (1b) Local Land Services (LLS) in relation to sites on the Travelling Stock Reserve (TSR) network managed under *Local Land Services Act 2012*;
- (1c) Forestry Corporation NSW in relation to sites in State Forests or on *Crown Land* where the permit is issued under section 61 (c) of the *Forestry Act 2012*.

Consumer Price Index (CPI) means the Consumer Price Index (All Group Index) for Sydney published by the Australian Statistician. However if the reference base for the Consumer Price Index is discounted or is not available then the index kept by the Commonwealth or New South Wales Government as the parties can agree on and where there is no agreement, as shall be nominated by the President of the Australian Property Institute (New South Wales Division) or his nominee.

Due Date means the Commencing Date and each anniversary date of the Commencing Date.

FCNSW means the Forestry Corporation of NSW

Forestry Act means the *Forestry Act 2012*

GST has the same meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth).

Improvements means all buildings, structures, facilities and works situated or to be situated in or on or under the Land.

Licence means an authorisation issued by the Minister administering the *National Parks and Wildlife Act 1974* or their delegate for occupying part of a Park for the purposes of keeping beehives. It includes a permit or licence originally issued under another Act that the Minister administering the NPW Act has the power to renew or transfer, including a permit under the *Forestry Act 2012*, a permit under the *Crown Lands Act 1989*, or a permit under the *Rural Lands Protection Act 1998*.

LLS means Local Land Services. [NB: See website to identify the appropriate LLS region and contact details: <http://www.lls.nsw.gov.au/>]

LLS Act means the *Local Land Services Act 2013*.

Minister means the person responsible for the relevant legislation (*National Parks and Wildlife Act 1974*; *Forestry Act 2012*; or *Local Land Services Act 2012*) under which public land is managed. This includes the Minister's successors, officers, servants, contractors, workmen, employees and agents.

National Park means a reserve gazetted under the *National Parks and Wildlife Act 1974*, including a national park, nature reserve, historic site, Aboriginal area, State conservation area, karst conservation reserve, or regional park, or any land acquired by the Minister under Part 11 of the Act. A Park includes a park managed jointly with the Aboriginal community under Part 4A of the Act.

Nominated contact officer means the relevant agency staff member, position or office listed on your Authority.

NPW Act means the *National Parks and Wildlife Act 1974*

NPWS means the NSW National Parks and Wildlife Service

Notice means a notice in writing that is served in accordance with this Licence.

Relevant Agency means, in respect to a particular context or circumstances, any government, administrative, or judicial body, public authority, commission, tribunal or entity having jurisdiction and responsibility in that particular context or circumstance including a Consent Agency.

Regional Manager means the regionally based land manager who has been nominated (either as an individual or as a particular job role) by the relevant Consent Agency.

Reviewed Site Fee means the annual Site Fee as reviewed, adjusted or re-determined in accordance with the Consumer Price Index (CPI) for Sydney for the preceding year.

The Set Down means the location where the hives are placed on The Site.

The Site means the land on which the Authority holder's (Permit holder's or Licensee's) beehives are permitted to be kept.

The Site Fee means the Initial annual Site Fee or the Reviewed annual Site Fee.

The Term means the period of occupation specified in the Authority (Permit or Licence) [commencing on the Commencing Date and ending on the Terminating Date as shown in Schedule 1.]

Terminating Date means the date on which this Authority (Permit or Licence) expires as shown in Item 7 of Schedule 1 or the date it is revoked or otherwise ceases to have effect under the provisions of this Authority.

The Land Manager means the NSW Government agency responsible for management of the land tenure type on which the site is located (i.e. NPWS, Forest Corporation of NSW, Service, Local land Services or Department of Industry-Lands)

You and Your means the person or persons, firm or corporation to whom the Authority (Permit or Licence) is issued.

7) INTERPRETATION

The following apply in the interpretation of this Authority:

Additional Terms and Conditions Prevail: Additional Terms and Conditions, if any, prevail to the extent of any inconsistency with the Standard Terms and Conditions of this Licence.

Applicable Law: The laws of the Commonwealth and the state of New South Wales apply to this Authority.

Clauses and Schedules: A reference to a clause, part or schedule is a reference to a clause, part or schedule of this Authority (Permit or Licence).

Headings, Notes and Plans: Headings and marginal notes have been inserted for guidance only and do not form part of this Authority (Permit or Licence). A Plan or Diagram of the Site as referred to in Item 13 of Schedule 1 attached to this Authority will only form part if it is referred to in Schedule 3 of this Authority.

Persons: A reference to a person includes a corporation and vice versa.

Plurals: Words importing the singular number include the plural number and vice versa.

References to legislation: References to statutes, regulations or instruments includes all statutes, regulations or instruments amending, consolidating or replacing them.

Severability: A provision of this Licence that cannot be enforced in a jurisdiction will not invalidate the remaining provisions of this Licence in any other jurisdiction.

Schedule 2: Additional Terms and Conditions

Additional Terms: Forestry Corporation NSW and some other Crown Lands.

These terms and conditions apply to all apiary sites on Crown Land issued with a Forest Permit (Beekeeping) under the Forestry Act 2012.

Condition (title)	Description (Condition text)
Authority granted subject to Native Title	<p>a. You are granted this Authority pursuant to sub-division “L” of the Native Title Act 1993 and the non-extinguishment principle applies.</p> <p>b. Notwithstanding any other provision of this Authority, this Authority may be terminated in the event that an approved determination is made under any statute relating to native title that native title exists in the land, waters or part thereof and this determination affects the operation of beekeeping activities on the bee site.</p> <p>c. Except as may be expressly provided for in this Authority You acknowledge and agree that You will not be entitled to any compensation costs or damages in respect of the termination of this Licence by operation of this clause.</p>
Authority granted subject to Aboriginal Land Claims	<p>a. You are granted this Authority subject to a possible Aboriginal Land Claim over this land provided in s36 of the <i>Aboriginal Land Rights Act 1983</i>.</p> <p>b. Notwithstanding any other provision of this Authority, this Authority may be terminated in the event that the Minister for Lands determines that the land is claimable Crown land or a Court determines that the land is claimable Crown land and this determination affects the operation of beekeeping activities on the bee site.</p> <p>c. Except as may be expressly provided for in this Authority, You acknowledge and agree that You will not be entitled to any compensation costs or damages in respect of the termination of this Licence by operation of this clause.</p>
Minimising adjoining Land-use conflict	<p>Where there is considered to be potential for conflict with other users or neighbours due to the proximity to residences, watering points, gates and thoroughfares:</p> <p>a. Hives should only be placed within 0.5km of a residence if written permission, given by the occupier of the residence to the Consent Holder, is provided to the Consent Agency. It is the beekeeper’s responsibility to seek the approval of the occupier.</p> <p>b. Hives should be placed at least 200 metres from:</p> <ul style="list-style-type: none">i.any watering pointii.any gateway or other access to the land or private propertyiii.any public thoroughfare, road or track within the Reserveiv.any stock holding yards <p>Any lesser distance must have approval from the Consent Agency.</p>

Managing potential pesticide exposure of apiary operations	Where there is considered to be potential exposure to pesticide use on adjoining land and agreement the neighbours agrees to exchange contact details for notification purposes: a. If requested by the Authority holder, and agreed by the neighbouring landholder/occupier, the land manager (LLS or a Crown tenure holder) may supply an Authority holder with the contact details of the landholders/occupiers adjoining the TSR or Crown land to enable them to notify the Authority holder when applying pesticides to their properties. b.If requested by a landholder/occupier adjoining a TSR or Crown land, and agreed by the Authority holder, Local Land Services may supply the landholder/ occupier with the contact details of the Authority holder to negotiate notification when applying pesticides to their properties.
Road and Track Maintenance	FCNSW is not responsible for undertaking road and track maintenance necessary to facilitate access to set down sites. You must seek FCNSW (agency) authorisation to undertake any such proposed maintenance activity.
Speed Limit	You acknowledge that the speed limit in all NSW State Forests is 60 km/h unless otherwise signposted.

Additional Terms: Local Land Services

The following additional terms and conditions apply to sites with Apiary Reserve Use Permits issued under the Local Land Services Act 2013.

Condition (title)	Description (Condition text)
Authority granted subject to Native Title	You are granted this Authority pursuant to sub-division "L" of the Native Title Act 1993 and the non-extinguishment principle applies. A. Notwithstanding any other provision of this Authority, this Authority may be terminated in the event that an approved determination is made under any statute relating to native title that native title exists in the land, waters or part thereof and this determination affects the operation of beekeeping activities on the bee site. B. Except as may be expressly provided for in this Authority You acknowledge and agree that You will not be entitled to any compensation costs or damages in respect of the termination of this Licence by operation of this clause.
Authority granted subject to Aboriginal Land Claims	d. You are granted this Authority subject to a possible Aboriginal Land Claim over this land provided in s36 of the <i>Aboriginal Land Rights Act 1983</i> . e. Notwithstanding any other provision of this Authority, this Authority may be terminated in the event that the Minister for Lands determines that the land is claimable Crown land or a Court determines that the land is claimable Crown land and this determination affects the operation of beekeeping activities on the bee site. f. Except as may be expressly provided for in this Authority, You acknowledge and agree that You will not be entitled to any compensation costs or damages in respect of the termination of this Licence by operation of this clause.
Minimising adjoining Land-use conflict	Where there is considered to be potential for conflict with other users or neighbours due to the proximity to residences, watering points, gates and thoroughfares.

	<p>a. Hives should only be placed within 0.5km of a residence if written permission, given by the occupier of the residence to the Consent Holder, is provided to the Consent Agency. It is the beekeeper's responsibility to seek the approval of the occupier.</p> <p>b. Hives should be placed at least 200 metres from:</p> <ul style="list-style-type: none"> i. any watering point ii. any gateway or other access to the land or private property iii. any public thoroughfare, road or track within the Reserve iv. any stock holding yards <p>Any lesser distance must have approval from the Consent Agency.</p>
Managing potential pesticide exposure of apiary operations	<p>Where there is considered to be potential exposure to pesticide use on adjoining land and agreement the neighbours agrees to exchange contact details for notification purposes:</p> <p>a. If requested by the Authority holder, and agreed by the neighbouring landholder/occupier, the land manager (LLS or a Crown tenure holder) may supply an Authority holder with the contact details of the landholders/occupiers adjoining the TSR or Crown land to enable them to notify the Authority holder when applying pesticides to their properties.</p> <p>b. If requested by a landholder/occupier adjoining a TSR or Crown land, and agreed by the Authority holder, Local Land Services may supply the landholder/ occupier with the contact details of the Authority holder to negotiate notification when applying pesticides to their properties.</p>

Additional Terms: NSW National Parks and Wildlife Services

The following additional terms and conditions apply to sites with apiary licences issued under the National Parks & Wildlife Act 1974.

Condition (title)	Description (Condition text)
Access roads and tracks	Where vehicle access to the site is required for Your beekeeping activities, NPWS may require You to contribute towards the cost of maintaining such vehicular access (such access to be of a reasonable standard as determined by the Area Manager or their delegate).
Grant of Authority	<p>a. This Authority is subject to approval by the Chief Executive NPWS or their delegate.</p> <p>b. This Authority allows You to place beehives on the grid referenced locations identified by individual site numbers.</p> <p>c. The Area Manager or their delegate will identify the locations on the site appropriate for the placing of beehives. Beehives shall not be relocated by You from the identified locations unless prior approval has been obtained in writing from the Area Manager or their delegate.</p>

	<p>d. The Area Manager or their delegate may specify the maximum area on which beehives may be placed ('set down area') and the method and frequency of any clearing of flora. You must not expand the size of the set down area or alter the method or frequency of clearing without prior approval in writing from the Area Manager or their delegate.</p> <p>e. NPWS, on the recommendation of the Area Manager or their delegate, may require you to temporarily or permanently relocate some or all of the beehives from an existing site to another specified site, consistent with the NPWS Beekeeping Policy.</p>
Grant of Authority	<p>a. These specific conditions must be complied with and breaches may result in suspension or cancellation of this Authority as detailed in the NPWS Beekeeping Policy.</p> <p>Any disputes in relation to the Authority shall be referred to the Director of the relevant NPWS Branch for resolution. The Director's decision shall be final and binding, except where the decision is appealed.</p> <p>b. You may appeal the Director's decision by requesting a review of the decision to be conducted in the presence of the Area Manager or their delegate and an appropriate apiary industry representative nominated by You and acceptable to the Area Manager or their delegate. The decision agreed between the parties at this appeal is final and binding.</p> <p>c. If this Authority is cancelled, suspended or otherwise discontinued, You shall not be entitled to any compensation in relation to that cancellation, suspension or discontinuation.</p>
Transfers and Surrenders	Any transfer or surrender of this Authority or any site identified by this Authority will be in accordance with the NPWS Beekeeping Policy.
Compliance with laws and regulations	If NPWS considers that You have acted in a contravention of the NSW National Parks and Wildlife Act, the NSW National Parks and Wildlife Regulation, the Biodiversity Conservation Act, the Biodiversity Conservation Regulation or any other laws, the NPWS may pursue enforcement action under the relevant legislation.

ATTACHMENT A – APPROVED SIGNAGE

Approved apiary warning sign to alert the public of the presence of the hives.



NB: Warning signs must comply with Australian Standard 1319-1994 (AS 1319) - *Safety signs for the occupational environment*. In addition the signs must carry the Apiary registration number and the Authority holder’s contact phone number.

Approved apiary warning sign formats to alert the public to an unoccupied bee site.



Contact Details:

Forest Corporation of NSW

Forest Stewardship - Hardwood Forest Division

Maher Street Wauchope NSW 2446

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Ph: 02 6585 3744

www.forestrycorporation.com.au

Office of Environment & Heritage

Head office: Sydney CBD

Level 14, 59-61 Goulburn Street

PO Box A290

Sydney South, NSW 1232

Ph: 131 555 or (02) 9995 5555

www.environment.nsw.gov.au/policies/BeekeepingPolicy.htm

Local Land Services

Ph: 1300 795 299

See website to find the appropriate regional office:

lls.nsw.gov.au/

Department of Industries - Lands

PO Box 2185 DANGAR NSW 2309

Ph: 1300 886 235 E: enquiries@crownland.nsw.gov.au

industry.nsw.gov.au/lands

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