

Special Activity Permit

Department of Environment and Science

Section 50B of the Nature Conservation (Protected Areas Management) Regulation 2017

AUTHORITY No. P-SAP-100507797

This Authority will remain in force for the following term, unless sooner surrendered or revoked:

TERM: **29-Sep-2023 TO 28-Sep-2024**

AUTHORITY HOLDER: CHILLAGOE CAVING CLUB INC.
ADDITIONAL HOLDER(S):
ABN/ACN: 52614187726
PERSON IN CHARGE: Winfried Weiss
ADDRESS: Cathedral Street Chillagoe QLD 4871

Approved Location and Purpose:

Authorised Area / Location (s)	Activity/Purpose(s)	Details (If Applicable)
Chillagoe-Mungana Caves National Park	Special Activity - Caving	Max people 35 per visit Max group size 3 - 6 people



Signature

28-Sep-2023

Date

Claire Ellison
Delegate of the Chief Executive of the
Department of Environment and Science

CONDITIONS - ACTIVITY

ACTIVITY - CAVING

1. The Authority Holder must ensure:

(a) That all guides are members of the Australian Speleological Federation (ASF) and are covered by ASF indemnity insurance.

(b) That cavers abide by the ASF Code of Ethics and Conservation 1992, and the ASF Minimal Impact Caving Code 1995.

(c) Contact the Ranger-in-Charge for Chillagoe-Mungana Caves National Park on 4094 7163 one week's notice of each trip; notice must include the trip leader's name, the total number of participants, and the intended caves to be entered.

(d) That the ratio of trip leaders to novices is no greater than one trip leader to five novices.

(e) That the minimum group size is 3 persons, and the maximum group size is 12 persons.

2. The Authority Holder must ensure that trip leader accreditation is appropriate for the planned activities e.g.:

- Horizontal with small free climbs - Horizontal
- Ladder pitch - Vertical (ladder)
- Abseiling or prussicking on a single pitch - Vertical (SRT)
- Abseiling or prussicking on a multiple pitch - Vertical (multi pitch)

CONDITIONS - STANDARD

INSURANCE

3. For the Term of this Authority,

(a) The authority holder must take out and maintain the following insurances:

(i) where required by law, insurance under the *Workers' Compensation and Rehabilitation Act 2003*, or its equivalent under another jurisdiction with the consent of the Chief Executive; and

(ii) where not covered under clause (a)(i), accident insurance sufficient to cover workers, volunteers and eligible persons (as defined under the *Workers' Compensation and Rehabilitation Act 2003*) with the consent of the Chief Executive; and

(iii) a public liability insurance policy for not less than \$20 million on a claims occurring basis in respect of the death of, or injury to persons, or loss or damage to property; and

(iv) any other insurances as reasonably required by the Chief Executive.

(b) The authority holder must ensure that the insurance policies required under this clause are with:

(i) an Appropriate Insurer; or

(ii) if the Authority Holder is globally or self-insured, another insurer with the written approval of the Chief Executive.

(c) The Authority Holder must ensure that in relation to the insurable interests under this clause, insurance policies are effected (either by the Authority Holder or by a third party) to cover all invitees, employees, contractors, agents, members or clients of the Operator, and the State is named as an interested party.

(d) Before undertaking any activities on the Relevant Area, the Authority Holder must have in place all insurances required by this clause.

(e) In any circumstance where the insurances required under this Authority are cancelled, altered or expire before the expiry date of this Authority, the Authority Holder must cease all activities on the Relevant Area until such time as alternative insurance policies that comply with the requirements of this clause have been obtained.

(f) The Authority Holder must provide copies of certificates of currency for the insurances required under this clause if requested by the Chief Executive, acting reasonably.

(g) If the Authority Holder is an individual or sole trader, then clause (a)(i) is satisfied if the Authority Holder maintains:

(i) personal accident insurance covering all medical treatment, hospitalisation, and medical expenses; and

(ii) income protection insurance; and

(iii) death and disability insurance;

equivalent to the coverage and entitlements provided to employees under the statutory provisions of the *Workers Compensation and Rehabilitation Act 2003 (Qld)*.

(h) Where the Authority Holder –

(i) is a Commonwealth, State or Territory government department, agency or statutory body; and

(ii) is a self-insurer; and

(iii) has provided the Chief Executive with a certificate from an appropriately authorised officer to that effect.

the Authority Holder is deemed to have complied with this clause.

(i) If the Authority Holder breaches its obligations under this clause, the Chief Executive may immediately terminate this Authority by written notice to the Authority Holder.

COMPLIANCE WITH LAWS

4. The Authority Holder must at its own expense punctually comply with all statutes, ordinances, local laws, regulations or rules in force at the time, which apply to the Relevant Area and adjoining land and/or the Authority Holder's use of the Relevant Area and adjoining land.

AUTHORITY HOLDER'S AUTHORITY

5. The Authority Holder must have the power, authority and ability to be issued this Authority and must perform its obligations under this Authority with all due skill, care and diligence.

INDEMNITY

6. The Authority Holder:

(a) indemnifies; and

(b) releases and discharges the State (including its Representatives) from and against all actions, proceedings, claims, demands, costs, losses, damages, liability and expenses which may be brought against, or made upon the State (or any Representative) or which the State (or any Representative) may pay, sustain, or be put to by reason of, or in consequence of, or in connection with this Authority and the occupation and use of the Relevant Area by the Holder, except to the extent of any negligent act of the State (or any Representative).

(c) The Authority Holder must notify the Chief Executive in writing of any death, injury, loss or damage immediately upon the Authority Holder becoming aware of such death, injury, loss or damage via the online incident report form: <https://www.business.qld.gov.au/industries/hospitality-tourism-sport/tourism/starting-up/regulations/parks-recreation-forests/incident-report-form>

(d) If the Authority Holder breaches its obligations under sub-clauses (a) and (b), the Chief Executive may give notice to the Authority Holder stating the breach and if the breach is not remedied in accordance with the timeframe set out in that notice, the Chief Executive may immediately cancel this authority by written notice to the Authority Holder.

NO LIABILITY FOR CONSEQUENTIAL OR INDIRECT LOSS

7. The State and its Representatives will not in any circumstances (including for negligence) be liable for any loss of revenue, loss of profit, loss of anticipated savings or business, loss of opportunity (including opportunity to enter into or complete arrangements with third parties), loss of data or goodwill, loss of reputation, or any indirect or consequential loss, whether arising in contract, tort (including negligence) or otherwise, in connection with this Authority.

NO WARRANTY AND RISK

8. The Chief Executive does not warrant that the approved estates and sites are free from defect or are safe, fit, suitable or adequate for the permitted use. To the full extent permitted by law, all warranties as to fitness, suitability and adequacy implied by law are expressly negated.

9. The Authority Holder uses the Relevant Area entirely at its own risk and must first check the Relevant Area to ensure that it is suitable for the Approved Activities under this Authority before undertaking any Approved Activities.

INTERPRETATION

In this Authority

- (a) headings are for convenience only and do not affect interpretation; and unless the context indicates a contrary intention:
- (b) any term or expression to which a meaning is assigned by an Act has the meaning so assigned when used in this Authority;
- (c) **person** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (where incorporated), a partnership and a trust;
- (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) any reference to a document (including this Authority) is to that document as varied, novated, ratified or replaced from time to time;

- (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (g) a reference to a schedule, attachment or annexure is a reference to a schedule, attachment or annexure to or of this Authority, and a reference to this Authority includes all schedules, attachments and annexures to it;
- (h) **includes** in any form is not a word of limitation;
- (i) a reference to **\$** or **dollar** is to Australian currency;
- (j) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (k) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
- (l) The Purpose must be undertaken in accordance with the provisions of any relevant Act, Regulation or Zoning Plan;
- (m) where the day on or by which any thing is to be done, is not a business day, that thing must be done on or by the next succeeding day which is a Business Day

DEFINITIONS

Act means a reference to the *Nature Conservation Act 1992*, *Marine Parks Act 2004*, *Forestry Act 1959*, *Recreation Areas Management Act 2006*, *Biodiscovery Act 2004*.

Appropriate Insurer means an insurer which -

- (a) is authorised under the *Insurance Act 1973* (Cwth);
- (b) is registered with the Australian Prudential Regulation Authority as an authorised insurer; and
- (c) has a Standard & Poor's rating of no less than A-.

Approved Area / Location means the land over which the authority applies as defined in the table labelled "Approved Location and Purpose" listed above.

Authority means this document and all annexures to this document.

Business Day means any day in the State of Queensland that is not a Saturday, Sunday or Public Holiday.

Chief Executive means the chief executive, or his/her delegate including local departmental officers where applicable, of the Department responsible for the relevant act and its instruments under which the authority is being issued.

Day limits mean the maximum number of clients, guides and free of charge visitors that may access an approved visitor site on any calendar day.

Forest Area means State Forest, Timber Reserve or Forest Reserve managed under the *Forestry Act 1959* "FA" that contains the authority area.

Group limits mean the maximum number of clients, guides and free of charge visitors in any group.

Improvements mean all development works including any vegetation clearing and all buildings, structures, erections and other infrastructure if authorised under this authority for the authorised area.

Location means the land over which the authority applies as defined in the table labeled "**Approved Location and Purpose**" listed above.

Management Plan means any document detailing management guidelines as required under the relevant **Act**.

Marine Park means a marine park declared, or taken to be declared, under the *Marine Parks Act 2004*.

Month means calendar month.

'People at any one time' limits mean the maximum number of clients, guides and free of charge visitors that may access an approved visitor site at any one time.

Protected Area means the protected area as defined by the *Nature Conservation Act 1992* that contains the authorised area.

Purpose means an approved activity or permission.

Queensland Parks & Wildlife Service means a Division of the Department of Environment and Science.

Queensland Parks & Wildlife Service Managed Area means an area declared under the *Nature Conservation Act 1992*, *Marine Parks Act 2004*, *Forestry Act 1959* and *Recreation Areas Management Act 2006*.

Representative means an employee, agent, officer, director, contractor, sub-contractor or other authorised representative of a party.

State means the State of Queensland.

Authorities and permits include licences, approvals, permits, authorisations, certificates, sanctions or equivalents/similar as required by legislation.