



Application for Use R48 Reserve (Lake Moondarra)

Mount Isa Water Board of 31 Carbonate Street, Mount Isa, Queensland (MIWB)

PART 1: PERMITTEE DETAILS

Q1	Name (of Organisation):	
Q2	Address:	
Q3	Contact Name:	
Q4	Telephone:	
Q5	Fax:	
Q6	Email:	

MIWB issues to the Permittee, and the Permittee accepts, a permit (which is a trustee permit under the Land Act 1994) of the Permit Area for the permitted use (only) on the Terms and Conditions set out below.

PART 2: PERMIT AREA

Black Rock
 Transport Bay
 Warrina Park
 Other

PART 3: USE OF PERMIT AREA DETAILS

Q1	Permit Date/s:	Commencement:	Expiration:
Q2	Permit Times:	From: am/pm to am/pm	
Q3	Permit Fee:	\$ (nil) (incl. GST)	
Q4	Permit Use:		
Q5	No of Attendees / Invitees:	Adults:	Children:
Q6	Planned Activities:		
Q7	Are you bringing any plant / equipment / structures etc? (eg shade shelters, marquees, stalls, etc)	(Please tick) <input type="checkbox"/> YES (provide details of <u>each</u> such item below) <input type="checkbox"/> NO (no further action required)	
Q8	Are you likely to engage Commercial Operators? (e.g. amusement rides, food-stalls, caterers, entertainers, contractors, etc)	(Please tick) <input type="checkbox"/> YES (provide details of <u>each</u> commercial operator below) <input type="checkbox"/> NO (no further action required) Note: if Permittee has ticked 'YES' in this section, then they must complete insurance requirements in Part 4 below.	
Q9	Name of Commercial Operator:		
Q10	Contact Details of Commercial Operator: (Add extra rows as required)	Address: Telephone:	Fax: Email:

PART 4: INSURANCE DETAILS:

The Permittee shall provide insurances requested below, unless it is exempt because: (Please tick applicable box/es)

- it is not an organisation; and**
 it is not likely to engage any commercial operators as per Part 3, Q8 of this Application.

Where the Permittee has ticked:

- **BOTH** boxes – Exempt from insurance requirements – section 10 of the Terms does not apply;
- **NONE** of the boxes – Insurance requirements apply – refer to section 10; or
- **ONE** of the boxes – Insurance requirements apply – refer to section 10

Public Liability Insurer:

(Permittee must provide Insurance details and attach copies of Certificates of Currency for each commercial operator, including any sub-contractors – add additional rows as required)

Policy Number:

Public Liability Insurance:

Expiry Date:

Please ensure that you have attached a copy of your / your Commercial Operator's Public Liability Insurance – failure to do so may result in your application being rejected or not being processed in time.

PART 5: TERMS AND CONDITIONS**1. Mount Isa Water Board (MIWB) discretion**

- 1.1 Mount Isa Water Board (hereafter referred to as 'MIWB') may make any changes to the Terms and Conditions of this Application for Use in its absolute discretion. Without limitation, MIWB may:
- (a) add or change the requirements in this Permit;
 - (b) amend dates where required;
 - (c) consider or reject this Application, without having to provide any justification for doing so;
 - (d) cancel this Permit without any prior notice; and
 - (e) make any decision that it considers desirable or necessary for the safe and effective management and control of the Permit Area or the R48 Reserve area generally.

2. No reliance on information

- 2.1 The Permittee is responsible for making its own investigation and assessment about all matters relevant to this Permit Application, the requirements, the accuracy of all information and documents provided by or on behalf of MIWB, and all other relevant matters.

3. Permittee's cost

- 3.1 The cost of this Permit Application must be borne by the Permittee. MIWB is not required to pay compensation to, or refund the Permittee in relation to this Permit Application in any circumstances, for any reason.

4. No Rights Conferred

- 4.1 This Permit does not confer on the Permittee any right of control of possession of any part of R48 Reserve.

5. Compliance

- 5.1 The Permittee must:
- (a) **(communication)** direct all enquiries relating to this Permit to the MIWB nominated contact person;
 - (b) **(Invitees)** ensure that its Invitees also comply with these requirements; and
 - (c) **(accuracy of information)** ensure that all representations, warranties, declarations, statements, information and documents ("information") made or provided by it in connection with this Permit are complete, accurate, up-to-date and not misleading in any way. The Permittee must immediately tell MIWB if any information is or becomes incomplete, inaccurate, out-of-date or misleading in any way.

6. Preconditions of Entry and Use of Permit Area

- 6.1 Prior to gaining entry to the Permit Area (or the R48 Reserve area), the Permittee must ensure that:
- (a) it has provided unconditional agreement to the Terms and Conditions of this Permit;
 - (b) it has signed and witnessed this Permit, and provided an original of it to MIWB;
 - (c) it has paid the Permit Fee to MIWB in full;

- (d) it has obtained all necessary approvals and authorisations from MIWB in relation to the use and engagement of any:
 - (i) vehicles;
 - (ii) plant and equipment;
 - (iii) structures (temporary or otherwise);
 - (iv) commercial operators (including but not limited to amusement activities, caterers, entertainers, etc); or
 - (v) any other items which can be reasonably expected to be declared to MIWB for the purposes of carrying out its activities in the Permitted Area (or R48 Reserve); and
- (e) to the extent that clause 10 of this Permit applies, it has complied with, and provided MIWB with Certificate(s) of Currency pertaining to all necessary insurance(s) required as part of this Permit.

7. Permittee Responsibilities and Obligations for Use of Permit Area

7.1 Fundamental Obligations

- 7.1.1 The Permittee and its Invitees must comply with the requirements of any Law or obligation under a statute (including a regulation or by-law) or a policy, plan, notice or order made under a statute and any signage erected on R48 Reserve, or any directions of MIWB (including the MIWB's authorised officers), relating to the use (including vehicular use) of R48 Reserve (or the Permit Area).

7.2 Security and Access Related Requirements

- 7.2.1 The Permittee and its Invitees must:
- (a) only access the Permit Area (or R48 Reserve Area) during the hours and on the days stipulated in the Permit Details;
 - (b) comply with all signs, directions and notifications from MIWB regarding the use of R48 Reserve Area at all times; and
 - (c) not obstruct, or interfere with, any:
 - (i) other lawful use or user of R48 Reserve; or
 - (ii) road or thoroughfare on R48 reserve.

7.3 Health and Safety Obligations

- 7.3.1 The Permittee and its Invitees must:
- (a) not do anything on, or in respect of the Permit Area, that will likely cause a danger to itself, its Invitees, or any other users of the R48 Reserve Area;
 - (b) at all times, and at its cost, take all steps necessary to protect itself, its Invitees and other users of the Permitted Area, and in its vicinity from risks to safety which are, or are likely to be caused by any of its activities;
 - (c) immediately notify MIWB of any:
 - (i) accident, injury, illness, or near misses that have occurred; or
 - (ii) potential hazards or risks to safety it has identified, on or around the Permit Area or R48 Reserve Area generally.
- 7.3.2 For the avoidance of doubt, any activities undertaken by the Permittee at R48 is at their own risk. Nothing in this clause 7.3.1 imposes an obligation on MIWB (or any of its employees, contractors, agents or otherwise) to take any steps whatsoever in terms of its involvement in the event of any accident, injury or illness. The Permittee must notify the local emergency services / law enforcement authorities for assistance.

7.4 Environmental obligations

- 7.4.1 The Permittee and its Invitees must:
- (a) ensure that all activities undertaken in the Permit Area are in accordance with the applicable laws, regulations, and codes of practice, including but not limited to the Environmental Protection Act 1994 (Qld);
 - (b) ensure that all activities undertaken in the Permit area are in a manner so as to prevent contamination of the area and its surroundings; and
 - (c) not do anything on, or in respect of the Permit Area, that will likely cause danger or harm to any flora or fauna in the area.
- 7.4.2 The Permittee is responsible for, and must make good at its own cost, any damage and/or disturbance to the environment caused by, or in connection with its activities, including but not limited to, cleaning up of any contamination of the Permit Area or its surroundings.
- 7.4.3 The Permittee must:
- (a) notify MIWB of any contamination, or environmental disturbance of the Permit Area or its surroundings and any complaint made by the public; and
 - (b) comply with all directions of MIWB and/or any Authority regarding rectification of any environmental issues.

7.5 Requirements for Vehicles, Plant, Equipment, and Structures

- 7.5.1 The Permittee and its Invitees must, at all times, ensure that:
- (a) no plant, equipment, and/or structure (temporary or otherwise – such as marquees or shade shelters) is brought into the Permit Area without prior written approval from MIWB;
 - (b) no private vehicles are parked inside the 'outback park' perimeter fence (emergency vehicles and other MIWB authorised vehicles excepted);
 - (c) the Permittee is wholly responsible for, and must bear the full costs for the set-up, erection of, and removal of any plant, equipment, structure brought into the Permitted Area; and

- (d) prior to the erection of any temporary structure (such as marquees, shade shelters etc) clearance for underground services and sprinkler systems must be obtained from the Senior R48 Reserve Officer (Michael Lamont, Mobile: 0428 736 684).

8. Planned Activities

- 8.1 The Permittee must at all times ensure that:
- (a) no commercial activity (sale of food, drinks and rides etc) is undertaken by it or any Invitees acting on its behalf, without the prior written authorisation from MIWB, except as described in the Permit particulars Part 3;
 - (b) to the extent that clause 10 of this Application applies, it has complied with the insurance requirements where the activities include commercial arrangements; and
 - (c) all activities, particularly those that involve children are supervised by adults at all times.

9. Release and Indemnities

9.1 Release

- 9.1.1 The Permittee acknowledges that it uses the Permit Area and the R48 Reserve Area at its own risk. The Permittee releases MIWB from any liability or obligation (including any future liability or obligation which may have existed but for this release) to the Permittee (or any person claiming through or on behalf of the Permittee) in respect of:

- (a) loss of or damage to any real or personal property; and
- (b) Personal Injury to any persons (including but not limited to, Invitees of the Permittee, or any persons authorised by it to use the Permit Area),

arising out of or in connection with its (or their) use of the Permit Area (or R48 Reserve), or any breach by the Permittee (or persons authorised by it to use the Permit Area) of the Terms of this Application for Use.

9.2 Indemnity by the Permittee

- 9.2.1 The Permittee must indemnify and keep indemnified MIWB against all claims, actions, damages, expenses (including legal costs on an indemnity basis), losses or liabilities in respect of:

- (a) Personal Injury to any persons (including but not limited to, Invitees of the Permittee, or any persons authorised by it to use the Permit Area); and
- (b) loss of or damage to real or personal property, the Permit Area (or R48 Reserve), or any property whether located on the Permit Area (or R48 Reserve),

arising out of or in connection with its (or their) use of the Permit Area (or R48 Reserve), or any breach by the Permittee (or persons authorised by it to use the Permit Area) of the Terms of this Permit.

10. Insurance requirements

(Note: The Permittee is required to comply with the requirements of this clause 10, unless it has satisfied the exemption criteria as stipulated in in Part 4 - of this Application)

10.1 Public Liability Insurance

- 10.1.1 Prior to accessing the R48 Reserve and the Permit Area, the Permittee, and/or its Invitee (to the extent that clause 10.2 applies) must, at its own expense effect and maintain public liability insurance covering legal liability in respect of damage to any real or personal property, including the property of MIWB or any other third party and the injury to, or death of, any person, arising out of its use of the Permit Area (or R48 Reserve), and its other obligations under this Permit, with a minimum limit of \$10,000,000 for any one occurrence for public liability. The Permittee shall ensure that every subcontractor is similarly insured. The Permittee must maintain such insurance for the duration of the Permit and produce evidence of it when requested by MIWB.

- 10.1.2 The requirements in clause 10.1.1 apply where the Permittee is an organisation of any kind – private or public, including but not limited to an association, corporation, partnership, proprietorship, or trading trust.

- 10.2 Where the Permittee is an individual and their use of the Permitted Area is likely to involve either wholly or in part, transactions, activities, works and services that are of a commercial nature, then any contractors and sub-contractors, engaged by them, or their Invitees must effect Public Liability insurance as per the requirements of clause 10.1.1 above. For the avoidance of doubt, the Permittee itself will not be required to effect this cover, however, they must provide details of any such commercial arrangements, and contractors to MIWB at the time of their Application.

- 10.3 The insurance requirements in clause 10 will not apply to Permittees who are individuals and are not likely to engage any contractors and sub-contractors to carry out any activities that are of a commercial nature.

11. Cancellation of Permit

- 11.1 MIWB reserves its rights at all times to cancel this Permit at its sole discretion, without any notice or justification.

12. Operation of this Permit

(no assignment) This Permit is not assignable.

(rights preserved) Any right that a party may have under this Permit is in addition to, and does not replace or limit, any other right that the party may have.

(severance) Any provision of this Permit which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Permit enforceable, unless this would materially change the intended effect of this Permit.

PART 6: EXECUTION

By signing this section, the Permittee acknowledges and accepts the Terms and Conditions of this Application.

Name:		Position:	
Date:		Signature:	

This Application for Use is **not valid** unless endorsed by an Authorised MIWB representative below:

Name:		Position:	
Date:		Signature:	

Please contact MIWB on (07) 4740 1000 to make specific arrangements prior to any activity.