



# Application for Trustee Permit R48 Reserve (Lake Moondarra)

(TRUSTEE PERMIT / DEED OF INDEMNITY)

LOT 90 ON SP237661

This Application for a Trustee Permit (“the Application”) must be submitted to the Mount Isa Water Board (MIWB) at least 30 business days prior to the proposed event.

If the Application is successful, MIWB will issue a signed copy of this document to the person(s) named in **Part 1**. MIWB will issue to the Permittee, and the Permittee accepts, a Trustee Permit (created under the *Land Act 1994* Qld) for the Permit Area outlined in **Part 2**, granted for the permitted use in **Part 3**, with the required insurances in **Part 4**, and on the Terms and Conditions in **Part 5**.

## PART 1: PERMITTEE DETAILS

Q1	Name <i>(e.g., Name of the Individual, Business, Organisation or Company)</i>	
Q2	ABN or ACN or ACNC	
Q3	Residential Address	
Q4	Postal Address	
Q5	Representative’s Contact Name	
Q6	Telephone	
Q7	Email	

## 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 Time(s)	From:	To:

Q3	Number of Attendees / Invitees	Adults:	Children:
Q4	<p>Description of Event or Activity</p> <p><i>Briefly describe the event or activity and its intended purpose. Please ensure this aligns with the purpose of the R48 Reserve as a water and recreation reserve for the community of Mount Isa.</i></p>		
Q5	<p>Are You Bringing Any Plant, Equipment, Structures or Vehicles?</p> <p><i>Includes any shade shelters, marquees, stalls, advertising banners, amusement rides, food vans, food trailers, etc</i></p> <p>If you are bringing vehicles or will be operating on or near the roadway you may require a traffic management plan</p>	<p>(Please Tick)</p> <p>YES (Provide details of <b>each</b> below)</p> <p>NO (Go to Question 7)</p>	
		<p><i>Please describe the types of plant, equipment, structures, vehicles, or other items that will be brought onto the R48 Reserve as part of your event or activity</i></p>	
Q6	<p>Does Your Event or Activity Require Additional Refuse or Waste Disposal?</p>	<p>(Please Tick)</p> <p>YES (Provide details of how you will <b>manage waste</b> below)</p> <p>NO (Go to <b>Question 7</b> below)</p>	
		<p><i>Please provide details of how you will manage waste and refuse from your activity or event</i></p>	
Q7	<p>Will You Engage Any Commercial Operators, Contractors, Charity Organisations or Third Parties?</p> <p><i>Includes amusement rides, food-stalls, caterers, entertainers, contractors, etc</i></p>	<p>(Please tick)</p> <p>YES (Provide details of <b>each</b> commercial operator below)</p> <p>NO (Go to <b>Part 4</b>)</p>	

**Note: If Applicant has ticked 'YES' in this section, then they must complete insurance requirements in Part 4 and include details of all commercial operators and contractors below.**

<b>Q8</b> Details of all Commercial Operators, Contractors, Charity Organisations or Third Parties  <i>(List separately for each)</i>	Name, ABN / ACN / ACNC:	Address, Telephone, Email:
	Name, ABN / ACN / ACNC:	Address, Telephone, Email:
	Name, ABN / ACN / ACNC:	Address, Telephone, Email:
	Name, ABN / ACN / ACNC:	Address, Telephone, Email:

**PART 4: INSURANCE DETAILS**

<p><b>The Permittee shall provide insurances requested below, unless it is exempt because:</b> (Please tick applicable boxes)</p> <p><input type="checkbox"/> <b>it is <u>not</u> an organisation</b> (e.g., it is not a business, company, not-for-profit, charity organisation, community association or educational institution); <b>and</b></p> <p><input type="checkbox"/> <b>it is <u>not</u> likely to engage any commercial operators, contractors or third parties.</b></p>	<p><b>Where the Permittee has ticked:</b></p> <ul style="list-style-type: none"> <li>▪ <u>BOTH</u> Boxes – Exempt from insurance requirements. Section 10 of the Terms and Conditions do not apply;</li> <li>▪ <u>NONE</u> of the Boxes – Insurance requirements apply; or</li> <li>▪ <u>ONE</u> of the Boxes – Insurance requirements apply.</li> </ul>
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**IMPORTANT INSTRUCTIONS FOR THIS SECTION**

Applicants must provide the details of their insurance(s) below and attach copies of the Certificate of Currency for themselves (if they are an organisation) and/or for any commercial operators or contractors. Insurance must include **Public Liability Insurance** to the **value of \$20 Million**. Please ensure you fulfil your duty of disclosure to your insurer by informing them of the full scope of activities of this event to ensure adequate cover is obtained.

Public Liability Insurer	
Policy Number	
Public Liability Policy Name and Coverage Type	
Expiry Date	

## ATTACH INSURANCE DOCUMENTS TO THIS APPLICATION

Please ensure that you have attached copies of the Public Liability Insurance Policy for any commercial operators, contractors, or for yourself if you are an organisation – failure to do so may result in your application being rejected or not being processed.

## PART 5: TERMS AND CONDITIONS

### 1. Mount Isa Water Board (MIWB) Discretion

1.1. The Mount Isa Water Board (hereafter referred to as “MIWB”) may make any changes to the Terms and Conditions of this Application and to the Trustee Permit in its absolute discretion. Without limitation, MIWB may:

- 1.1.1. add or change the requirements in this Permit.
- 1.1.2. amend dates where required.
- 1.1.3. consider or reject this Application, without having to provide any justification for doing so.
- 1.1.4. cancel this Permit without any prior notice; and
- 1.1.5. 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 Application, its 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 Application (if directed by MIWB) must be borne by the Permittee. MIWB is not required to pay compensation to, or refund the Permittee, in relation to this Application in any circumstances, for any reason, including if the Permit is cancelled.

### 4. No Rights Conferred

- 4.1. This Permit does not confer on the Permittee any right of control, possession, or ownership of any part of the Trust Land (the R48 Reserve).
- 4.2. The Permittee is not entitled to transfer, sublet, mortgage, assign or lease any part of the Trustee Land to which this Application or the Trustee Permit applies.
- 4.3. This Permit does not confer any right to renew the Permit.

### 5. Compliance

5.1. The Permittee must:

- 5.1.1. Direct all enquiries relating to this Permit to the Designated MIWB Contact Officer;
- 5.1.2. Ensure that its Invitees and/or Attendees comply with all requirements in these Terms and Conditions and for any other laws, regulations, codes, or common law requirements that apply to the Permittee in the course of its activities, business, or events; and
- 5.1.3. Ensure that all representations, warranties, declarations, statements, information, and documents (“information”) made or provided by it in connection with this Application 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 verbally and in writing if required to do so.

### 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:

- 6.1.1. It has provided unconditional agreement to the Terms and Conditions of this Permit;
- 6.1.2. It has signed and witnessed this Permit, and provided an original of it to MIWB;
- 6.1.3. It has paid the Permit Fee (if directed to do so by MIWB) to MIWB in full;
- 6.1.4. It has obtained all necessary approvals and authorisations from MIWB in relation to the use and engagement of any:
  - 6.1.4.1. vehicles;
  - 6.1.4.2. plant and equipment;
  - 6.1.4.3. structures (temporary or otherwise);
  - 6.1.4.4. commercial operators (including but not limited to amusement activities, caterers, entertainers, etc); or

- 6.1.4.5. 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
- 6.1.5. 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 and/or Attendees 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 and/or Attendees must:
  - 7.2.1.1. Only access the Permit Area (or R48 Reserve Area) during the hours and on the days stipulated in the Permit Details;
  - 7.2.1.2. Comply with all signs, directions, and notifications from MIWB regarding the use of R48 Reserve Area at all times; and
  - 7.2.1.3. Not obstruct, or interfere with, any:
  - 7.2.1.4. Other lawful use or user of R48 Reserve; or
  - 7.2.1.5. Road or thoroughfare on R48 reserve.

### **7.3. Health and Safety Obligations**

- 7.3.1. The Permittee and its Invitees must:
  - 7.3.1.1. 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;
  - 7.3.1.2. 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;
  - 7.3.1.3. Immediately notify MIWB of any:
  - 7.3.1.4. Accident, injury, illness, or near misses that have occurred; or
  - 7.3.1.5. 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:
  - 7.4.1.1. 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);
  - 7.4.1.2. 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
  - 7.4.1.3. 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:
  - 7.4.3.1. notify MIWB of any contamination, or environmental disturbance of the Permit Area or its surroundings and any complaint made by the public; and
  - 7.4.3.2. 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:
  - 7.5.1.1. no plant, equipment, and/or structure (temporary or otherwise – such as marquees or shade shelters), or the use of star pickets or tent pegs (sand bags

- must always be used) is to be brought into the Permit Area without prior written approval from MIWB;
- 7.5.1.2. no private vehicles are to be parked inside the 'outback park' perimeter fence unless prior approval is sought (emergency vehicles and other MIWB authorised vehicles excepted);
- 7.5.1.3. 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
- 7.5.1.4. for the approved use of any temporary structure (such as marquees, shade shelters etc), no star pickets or tent pegs may be used. Failure to do so may result in damage to sprinkler and underground systems with the costs for repair or replacement to be borne by the permittee.

## 8. Planned Activities

- 8.1. The Permittee must at all times ensure that:
  - 8.1.1. No commercial activity (sale of food, drinks, and rides etc) is undertaken by it or any Invitees or Attendees acting on its behalf, without the prior written authorisation from MIWB, except as described in the Permit particulars Part 3;
  - 8.1.2. To the extent that Clause 10 of this Application applies, it has complied with the insurance requirements where the activities include commercial arrangements or where the Permittee is an organisation; and
  - 8.1.3. All activities, particularly those that involve children, will be supervised by a responsible adult(s) 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:
    - 9.1.1.1. loss of or damage to any real or personal property; and
    - 9.1.1.2. Personal Injury to any persons (including but not limited to, Invitees or Attendees 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.
- 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:
    - 9.2.1.1. Personal Injury to any persons (including but not limited to, Invitees or Attendees of the Permittee, or any persons authorised by it to use the Permit Area); and
    - 9.2.1.2. 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

- 10.1. Public Liability Insurance
  - 10.1.1. Prior to accessing the R48 Reserve and the Permit Area, the Permittee, and/or its Invitee or Attendees (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 \$20,000,000 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 the right to cancel this Permit at any time for any breach or contravention of this Permit and/or the Terms and Conditions.

11.2. MIWB may cancel this Permit at any time if required to do so due to unforeseen operational events and/or emergencies where the activities of the Permittee will conflict with MIWB's obligations as Trustee of the R48 Reserve.

11.3. Other than for those matters outlined in 11.1 and 11.2, MIWB may, after providing at least 28 days' notice to the Permittee, cancel this Permit at its sole discretion, without any notice or justification.

#### **12. Operation of this Permit**

12.1. This Permit is not assignable.

12.2. 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.

12.3. 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**

**APPLICANT DECLARATION**

I declare that all information supplied in this application is true and correct. If this application is granted and a Trustee Permit issued, I agree to abide by the Terms and Conditions stipulated in this Application:

Name:		Position:	
Date:		Signature:	

**MIWB AUTHORISATION**

This Application is **not valid** unless it is authorised by an Authorised MIWB Representative (below), and the required documentation has been supplied to MIWB:

Name:		Position:	
Date:		Signature:	
<i>Conditions:</i>			
<i>The Designated MIWB Contact Officer and contact details for this Trustee Permit is:</i>			

**MIWB OFFICE USE ONLY**

TRUSTEE PERMIT NUMBER	
AUTHORISATION DATE	
AUTHORISING OFFICER	