



## TERMS AND CONDITIONS

### 1 DEFINITIONS AND INTERPRETATION

- 1.1 Unless inconsistent with or repugnant to the context, the following words shall have the meanings set opposite them respectively:

**Co-management Board** for a co-managed park means a board established under Division 6A of the *National Parks and Wildlife Act 1972*, or under any other Act, to manage the co-managed park;

**DEWNR Fire Restrictions** means the annual fire restrictions in use in DEWNR-managed reserves, as gazetted under the *National Parks and Wildlife Act 1972* and as amended by DEWNR from time to time;

**Department of Environment, Water and Natural Resources** or **DEWNR** means the administrative unit that is responsible for the administration of the *National Parks and Wildlife Act 1972*;

**Department for Transport, Energy and Infrastructure** means the administrative unit that is responsible for the administration of the *Passenger Transport Act 1994*;

**Environmental harm, material environmental harm** and **serious environmental harm** shall have meanings in this Licence consistent, as far as the context of this licence permits, with the meanings of those expressions in the *Environment Protection Act 1993*;

**Hazardous Material** means any dangerous, noxious, toxic, volatile, explosive, inflammable or environmentally hazardous chemical, substance or compound in any form;

**Licence** means the Licence granted to the Licensee by the Relevant Authority pursuant to this document and includes the terms and conditions;

**Licensee** means the Licensee named on the front page of this Licence, and includes the Licensee's permitted assigns;

**Licensed Area** means the areas identified in **Attachment A** in this Licence.

**Minister** means the Minister for Environment and Conservation;

**Permitted Activities** means the activity or activities listed in **Attachment A** in this Licence and all activities necessarily incidental to such activity or activities;

**Relevant Authority** means, in relation to a co-managed park for which there is a Co-management Board, the Co-management Board for a park, or, in any other case, the Minister;

**Relevant Authority's representative** means such person or persons as are from time to time nominated to the Licensee as the Relevant Authority's representative;

**Seal Bay Beach User Fee Zone** means the area defined in Schedule 2 of the *National Parks and Wildlife (National Parks) Regulations 2001*.

**Term** means the term of the Licence, as set out on the front page of this document.

- 1.2 Words importing the singular number shall include the plural and vice versa.  
1.3 Words importing any gender shall include the other gender.

- 1.4 A reference to a person shall include a reference to a group of persons or a body corporate.
- 1.5 The headings in this Licence are for the purpose of convenience only and shall not affect the interpretation of this Licence.

## **2 LICENSEE'S GENERAL OBLIGATIONS**

### **Use and compliance**

- 2.1 The Licensee shall for the Term use the Licensed Area only for undertaking the Permitted Activities and for no other purpose.
- 2.2 The Licensee shall at all times during the Term comply with and perform the requirements of all laws (including any regulations, by-laws, ordinances and other forms of statutory instrument or delegated legislation or plan of management) to the Licensed Area, to the Permitted Activities on or in the Licensed Area or to the use of the Licensed Area by the Licensee.
- 2.3 The Licensee shall not contravene any of the conditions of the Licence or any written instruction from the Relevant Authority in relation to the Licence or the Licensed Area.

### **Safety**

- 2.4 The Licensee shall, in the course of undertaking the Permitted Activities, provide and use such safety equipment and take such safety precautions as are reasonably required by the Relevant Authority. The Licensee shall, to the extent reasonably required by the Relevant Authority, caution all persons involved in any activity connected with this Licence (including the Permitted Activities) about the hazards likely to be encountered in the Licensed Area or in connection with the use of the Licensed Area.

### **Qualifications and skills of Licensee, including other persons engaged by Licensee**

- 2.5 The Licensee shall ensure that any agents, staff, employees, contractors or volunteers employed, engaged or used by the Licensee from time to time to undertake the Permitted Activities are sufficiently experienced and competent to perform the duties they carry out or are required to carry out in the course of undertaking the Permitted Activities.
- 2.6 The Licensee and any agents, staff, employees, contractors or volunteers employed, engaged or used by the Licensee from time to time to undertake the Permitted Activities shall, as and when reasonably required by the Relevant Authority, undertake such training and/or accreditation as the Relevant Authority reasonably requires in relation to the Permitted Activities.

### **Provision of material and information**

- 2.7 The Licensee shall:
- 2.7.1 Provide a copy of any material or information in respect of the Licensed Area or the Permitted Activities to the Relevant Authority prior to displaying or releasing to the public such material or information (including, but not limited to, maps); and
- 2.7.2 Without limiting subclause 3.2, indemnify and keep indemnified the Relevant Authority, its agents, officers, contractors and servants and the Crown in the right of the State of South Australia from and against all claims, actions, demands, costs, charges and expenses of any kind arising out of or in connection with any misleading or inaccurate information or material displayed or released to the public by the Licensee, its agents, contractors, officers or servants in respect of the Licensed Area or the Permitted Activities.

### **Logos**

- 2.8 The Licensee must not at any time use the DEWNR Tour Operator Logo or other logo owned by the Minister or Relevant Authority except with the prior written approval of the Minister or Relevant Authority, unless such use during the Term accords with the procedures as determined by the Minister or Relevant Authority from time to time.

### **Assignment**

- 2.9 The Licensee shall not assign, convey, charge, mortgage, sub-license, or otherwise transfer any of its rights or obligations under this Licence without the prior written consent of, and at the absolute discretion of, the Relevant Authority.
- 2.10 For the purposes of subclause 2.9 an assignment of this Licence shall be deemed to have been effected in any of the following circumstances:
- 2.10.1 The Licensee being a company, or any one of the Licensees being a company, has had a change in the beneficial ownership of its shares, which change has the effect of altering the person or persons in effective control of the company or any change in the ownership of 20% or more of the Licensee's issued capital whichever occurs first; and
- 2.10.2 The Licensee being a partnership, has any change in the constitution of the partnership, except by the death of any partner; or
- 2.10.3 If one of the Licensees is a joint venturer with another person or entity, any change to the joint venture agreement.
- 2.11 Any such assignment taking effect without the Relevant Authority's prior written consent will be deemed a default of the Licence under the terms of this Licence.

### **Subcontracting**

- 2.12 The Licensee is permitted under this Licence to subcontract the delivery of services to:
- 2.12.1 Other commercial tour operators that currently hold a licence issued by the Relevant Authority; or
- 2.12.2 Such other persons as approved by the Relevant Authority.  
Any approval given under subclause 2.12.2 may be on such terms as determined by and at the absolute discretion of the Relevant Authority.

### **Vehicles**

- 2.14 The Licensee warrants that the Licensee, the drivers it engages and the vehicles it uses in relation to any Permitted Activities fully meet the accreditation requirements as determined by the South Australian Department for Transport, Energy and Infrastructure or its interstate equivalent.
- 2.15 The Licensee shall comply with all current DEWNR requirements covering the use of any vehicles (including hire vehicles) in the Licensed Areas.

### **Warranty**

- 2.16 The Licensee warrants that the information provided (including any links to websites) in any application submitted by the Licensee for this Licence remains true and correct, and if circumstances change affecting the information provided or the capacity of the Licensee to perform its obligations under the Licence, the Licensee shall immediately advise the Relevant Authority of such changes.

## **3 RELEASE, INDEMNITY AND PUBLIC RISK INSURANCE**

### **Release**

- 3.1 The Licensee occupies and uses the Licensed Area pursuant to this Licence at the risk in all things of the Licensee and releases to the full extent permitted by law the Relevant Authority, her agents, officers, contractors and servants, in the absence of any default on their part, from all claims and demands of every kind resulting from any accident, damage or injury to persons or property occurring in or on the Licensed Area (including any loss or damage to the personal property of the Licensee).

### **Indemnity**

- 3.2 The Licensee shall indemnify and keep indemnified the Relevant Authority, its agents, officers, contractors and servants and the Crown in the right of the State of South Australia against all actions, suits, claims, demands, liabilities, costs, charges and expenses of any kind in respect of any loss of life, injury to person or damage to property suffered as a result of the use of the Licensed Area by the Licensee and/or the undertaking of the Permitted Activities by the Licensee or otherwise arising out of or in connection with this Licence except to the extent where such loss of life, injury to person or damage to property is caused by any neglect, default or omission of the Relevant Authority, its agents, servants or contractors.

### **Insurance**

- 3.3 In this regard, the Licensee shall at its expense effect or cause to be effected and during the Term maintain or cause to be maintained at all times for the Term, with an insurer acceptable to the Relevant Authority, insurance against public liability risks (such insurance to be for not less than ten million dollars (\$10,000,000.00) in respect of any one claim or such further sum as the Relevant Authority may from time to time reasonably require and to be in the name of the Licensee and be endorsed with the Relevant Authority's and Minister's interest) and the Licensee shall whenever requested by the Relevant Authority produce evidence of the currency of such insurance.

## **4 DEFAULT / TERMINATION**

- 4.1 If:

- 4.1.1 The Licensee commits or permits a breach of any term in this Licence including any general or special condition, and, following the giving by the Relevant Authority of written notice of such breach to the Licensee, the Licensee fails to remedy such breach within the time specified in the notice; or
- 4.1.2 The fees payable by the Licensee pursuant to this Licence or any part of such fees shall be unpaid for a period of fourteen (14) days after notice has been given to the Licensee that such fees are outstanding;

**THEN** the Relevant Authority may terminate this Licence by notice in writing to the Licensee and as at the date of such notice, this Licence shall absolutely cease and determine. Termination of this Licence by the Relevant Authority shall be without prejudice to any right of action or remedy of the Relevant Authority in respect of any breach committed by the Licensee.

- 4.2 In the event of termination of the Licence by the Relevant Authority or where the Relevant Authority restricts access to any part of the Licensed Areas for any reason (including park maintenance, safety or the preservation of the environment) or takes remedial action (such as, but not limited to, the suspension or cancellation of any rights under the Licence) in relation to the Licence, the Licensee will not have any claims against the Relevant Authority.

## **5 MISCELLANEOUS**

### **Notice/consents**

- 5.1 Any consent, notice or thing which pursuant to this Licence is required or permitted to be given, done or performed by the Relevant Authority may for the purposes of this Licence be properly given, done or performed by the Relevant Authority's representative.

### **Relationship**

- 5.2 Nothing contained in this Licence shall be deemed or construed to constitute either party to be a partner, joint venturer, employee, employer, principal, agent, trustee (whether express or constructive), beneficiary, fiduciary, borrower, lender or representative of the other party. In this regard, the Licensee shall not hold itself out as or in any way represent itself as an employee or agent of the Relevant Authority or DEWNR.

## **6 FEES, DOCKET BOOKS AND VEHICLE PERMITS**

### **Fees**

- 6.1 The Licensee shall pay:
- 6.1.1 the licence fee for the relevant Term;
- 6.1.2 All relevant fees, including visitor use fees, guided tour fees or camping fees, for any Permitted Activities in the Licensed Areas as determined by the Relevant Authority from time to time.

### **Docket books**

- 6.2 The Licensee will be supplied by DEWNR with docket books if DEWNR determines that they are required.

- 6.3 The Licensee shall:
- 6.3.1 Complete the docket books and submit the docket books for each tour as specified by DEWNR; and complete the docket books from the docket book upon visiting only those Licensed Areas for which a docket book is required as specified by DEWNR at the time of issue;
  - 6.3.2 Keep a copy of the docket book (including when visiting the Licensed Area), for inspection by DEWNR upon request;
  - 6.3.4 Pay all invoices for visitor use fees issued by DEWNR.

#### **Vehicle permits**

- 6.4 The Licensee shall:
- 6.4.1 Ensure that the DEWNR tour operator vehicle permit is visible by displaying it on the front, left-hand, interior side of the windscreen in each Licensee's vehicles in use, at all times whilst travelling within the Licensed Areas; and
  - 6.4.2 Not transfer or lend its vehicle permits to any other person for any purpose; and
  - 6.4.3 Ensure that any vehicles travelling in a tag-along tour in the Licensed Areas display a current tag along tour permit at all times within the vehicle on the left hand side of the front windscreen and to collect such tag along permits at the conclusion of each tour.

## **7 CONDITIONS THAT APPLY TO LICENSED AREAS AND PERMITTED ACTIVITIES**

- 7.1 The Licensee shall fully comply at all times with:
- 7.1.1 The General Conditions that apply to all Licensed Areas as set out in clause 8;
  - 7.1.2 The Specific Conditions that apply to the Permitted Activities as set out in clause 9;
  - 7.1.3 The Specific Conditions that apply to the named Licensed Areas and Licensed Activities as set out in clause 10; and
  - 7.1.4 The Specific Conditions that apply to any multi year Licence as set out in clause 11; **FOR** the Term and to the satisfaction of the Relevant Authority.

## **8 GENERAL CONDITIONS FOR ALL LICENSED AREAS**

- 8.1 In all Licensed Areas, the Licensee shall:
- 8.1.1 Obey all reasonable directions given by a DEWNR authorised person;
  - 8.1.2 Ensure that its clients comply with the relevant General and Specific Conditions as referred to in clause 7;
  - 8.1.3 Conduct its operations in a manner which will protect the experiences of other users in the Licensed Areas;
  - 8.1.4 Whenever the prior approval has been given by a DEWNR authorised person for the relevant Licensed Area and in accordance with subclause 2.15, provide and maintain the security of the relevant Licensed Area normally or periodically closed to public access;
  - 8.1.5 Be responsible for the safety, safe management, wellbeing and behaviour of the Licensee's tour guides, clients and vehicles at all times;
  - 8.1.7 Ensure that before a tour commences, the Licensee's clients are fully informed of the experiences and all potential hazards and conditions that they may encounter during the tour;
  - 8.1.8 Take all reasonably practical steps to ensure that the Licensee's clients are not exposed to unreasonable risks to their health or safety whilst in the protected area;
  - 8.1.9 Ensure that adequate procedures are in place to minimise the risk of potential hazards to the Licensee's clients;
  - 8.1.10 Ensure that all tour guides or persons engaged by the Licensee have the necessary competencies, skills and qualifications for leading and guiding the Permitted Activities and understand the terms and conditions including their responsibilities under this Licence.

- 8.2 DEWNR shall, whenever possible, inform the Licensee of any major changes in the management of the Licensed Areas which may influence the conduct of the Licensee's operations.

**Access and emergency incident**

- 8.3 In the event that any part or whole of the Licensed Area is closed, due to identified significant fire danger or such other public emergency or essential park management operations, the Licensee must (whether previously advised or not) do all things necessary to cancel all tours in the relevant Licensed Area and ensure all persons on the tour leave the Licensed Area. DEWNR will endeavour to advise all Licensees as early as practical (emergency situations may impact upon the timeliness of this advice) of all planned and unplanned closures.

- 8.4 The Licensee shall:

- 8.4.1 Acknowledge that the Minister or Relevant Authority may impose access restrictions in Licensed Areas due to cultural activities being undertaken and upon being advised of such restrictions by DEWNR using whatever means and take all necessary steps to comply with the access restrictions. DEWNR will endeavour to advise all Licensees of these restrictions as they arise.
- 8.4.2 Not disturb animals, plants, Aboriginal, geological or heritage items or feed animals or remove native plants or other materials in any Licensed Area; and
- 8.4.3 Not bring in any animals into any Licensed Area except in parks which allow dogs restrained on leads or on a road or track specifically set aside for the purpose of horse riding.
- 8.4.4 Ensure that its clients do not enter Restricted Access Areas in the Licensed Areas.

**Water and waste removal**

- 8.5 The Licensee shall:

- 8.5.1 Undertake steps to minimise impact on the Licensed Areas by persons on tours operated by the Licensee and remove all equipment, rubbish and/or waste associated with the running of the Licensee's business from the Licensed Areas;
- 8.5.2 Conserve and avoid polluting water sources in any Licensed Area; and
- 8.5.3 Where toilets are not available, bury toilet wastes at least 100 metres from a water supply in any Licensed Area.

***Phytophthora cinnamomi* root disease controls**

- 8.6 The Licensee shall implement the DEWNR *Phytophthora cinnamomi* root disease hygiene guidelines for all tours conducted in the relevant Licensed Areas, namely, the Licensee shall:

- 8.6.1 Avoid driving in areas where soils are wet and sticky;
- 8.6.2 Stay on formed roads and tracks;
- 8.6.3 Observe *Phytophthora* regulatory signs;
- 8.6.4 Observe road-closed signs;
- 8.6.5 Always start its trip with a clean vehicle and equipment;
- 8.6.6 Use vehicle wash down stations and personal hygiene stations for bush walkers when provided; and
- 8.6.7 Remove all soil from shoes before leaving an area.

**Hazardous material and other contamination**

- 8.7 The Licensee shall not bring or permit to be brought onto the Licensed Areas any Hazardous Material other than Hazardous Material:

- 8.7.1 Of a kind which is normally used in premises which are used for the Permitted Activities;
- 8.7.2 Which is to be used on the Licensed Areas when used for the Permitted Activities; and
- 8.7.3 Which is handled and stored in accordance with and in compliance with all laws.

- 8.8 The Licensee shall not at any time during the Term do or permit:

- 8.8.1 Anything which will contaminate or pollute the Licensed Areas or any other property (real or personal) or any part of the environment with any Hazardous Material;

8.8.2 Anything on the Licensed Areas which would result in any Relevant Authority issuing a notice, direction or order requiring any clean up, decontamination, remedial action or making good under any law; or

8.8.3 Anything on the Licensed Areas that constitutes a violation or contravention of any law dealing with the environment.

8.9 In the event that any pollution, contamination or degradation occurs of the kind referred to in subclauses 8.7 and 8.8, then the Licensee shall:

8.9.1 At its expense remove all Hazardous Material brought onto, or permitted to occur or created on the Licensed Areas causing or contributing to pollution, contamination or degradation of the Licensed Areas or any other property, and immediately make good any damage so caused and reinstate such portions of the Licensed Areas to the same condition as the Licensed Areas were in prior to the occurrence of such pollution, contamination or degradation;

8.9.2 At its expense immediately comply with all notices, directions and requirements of any Relevant Authority in respect of any Hazardous Material brought onto, or permitted to occur or created on, the Licensed Areas, including notices to remediate the Licensed Areas; and

8.9.3 Indemnify and keep indemnified the Relevant Authority against all claims which the Relevant Authority may incur or incurs as a result of the Licensee's failure to comply with its obligations under this subclause otherwise from the negligence or default of the Licensee in the performance of the Licensee's obligations under this subclause.

#### **Notice of damage**

8.10 The Licensee shall give prompt notice to the Relevant Authority of any substantial damage occurring to the Licensed Areas, including any act or omission of the Licensee or the Licensee's staff or of any tourist or visitor or invitee of the Licensee to the Licensed Areas of which the Licensee either becomes aware or ought to be aware, which has been caused or which has a reasonable prospect of causing serious or material environmental harm within the Licensed Areas (whether such act or omission occurs in the Licensed Areas or not).

#### **Nuisance**

8.11 The Licensee shall not do or permit to be done in or about the Licensed Areas anything, which in the reasonable opinion of the Relevant Authority or DEWNR may be or be likely to become a nuisance or annoyance to or in any way interfere with the quiet enjoyment and comfort of the occupants or users from time to time in the Licensed Areas.

#### **Environmental harm**

8.12 The Licensee shall not do or permit to be done in or about the Licensed Areas anything, which in the reasonable opinion of the Relevant Authority or DEWNR may cause any serious or material environmental harm within the Licensed Areas.

#### **Minimum Impact Code**

8.13 The Licensee will be supplied by DEWNR with one copy of the current Minimum Impact Code for Wilderness in South Australia.

8.14 The Licensee shall:

8.14.1 Ensure all commercial tours are conducted in accordance with the Minimum Impact Code for Wilderness Use in South Australia (as amended from time to time); and

8.14.2 Ensure the size and planned activities of all tours are compatible with the maintenance of wilderness quality.

#### **Guided Tours**

8.15 The Licensee shall, where applicable:

8.15.1 Pre-book with the Granite Island lessee for guided penguin tours in Granite Island Recreation Park;

8.15.2 Pre-book with the Troubridge Island lessee for guided tours in Troubridge Island Conservation Park; and

8.15.3 Pre-book with DEWNR for all guided tours in any other Licensed Area.

### **Firewood and Fires**

- 8.16 The Licensee shall ensure that it, its staff and clients:
- 8.16.1 Comply with the DEWNR Fire Restrictions that apply to the designated parts of the Licensed Areas at all times. Information regarding fire restrictions is included at **Attachment B** of the Licence Terms & Conditions;
  - 8.16.2 Only use firewood sourced from outside the park during times or at locations where solid fuel fires are permitted. Firewood collection within the reserves is an offence unless expressly permitted by DEWNR in writing; and
  - 8.16.3 Acknowledges that the DEWNR Fire Restrictions will be updated annually and may be further updated more frequently pending seasonal conditions with such updates will be publically available on the DEWNR website and all are encouraged to check the website prior to trip departures and further notes DEWNR will also endeavour to advise operators of any changes to the current DEWNR Fire Restrictions as they occur.

## **9 GENERAL CONDITIONS FOR ALL PERMITTED ACTIVITIES**

### **Walking**

- 9.1 The Licensee shall:
- 9.1.1 Conduct walking tours only on designated walking trails.

### **Driving**

- 9.2 The Licensee shall:
- 9.2.1 Ensure that its vehicles remain on marked vehicle tracks or public roads at all times, unless prior approval has been granted by DEWNR;
  - 9.2.2 Not cause a nuisance or wilful damage by attempting to travel off-road.
  - 9.2.3 Not use the management/fire tracks in the Licensed Areas except with the prior approval of a DEWNR authorised person.

### **Cycling**

- 9.3 The Licensee shall conduct cycling tours only on public roads or designated bicycle trails. All other trails or tracks to be used for cycling require the prior approval of a DEWNR authorised person.

### **Camping**

- 9.4 Where camping is permitted in the Licensed Areas, the Licensee shall:
- 9.4.1 Camp only in designated areas;
  - 9.4.2 Book the camp ground before arriving in the Licensed Area (where required); and
  - 9.4.3 The Licensee shall not camp or allow other persons in a tour to camp in creek beds.

### **Rock climbing and abseiling**

- 9.5 The Licensee shall:
- 9.5.1 Only conduct rock climbing and abseiling activities within areas of the Licensed Areas gazetted for those activities;
  - 9.5.2 Comply with the current DEWNR Rock Climbing and Abseiling Policy;
  - 9.5.3 Book with the relevant DEWNR office before undertaking any rock climbing or abseiling activities within a Licensed Area;
  - 9.5.4 Ensure that qualified climbing instructors are in attendance while at the rock face; and
  - 9.5.5 Ensure that safe climbing practices are exercised at all times.

### **Aboriginal Cultural Interpretation**

- 9.6 The Licensee shall:
- 9.6.1 ensure respect for cultural heritage and acknowledge that DEWNR encourages the use of Aboriginal tour guides when interpreting Aboriginal culture in accordance with the current guidelines for Interpreting Culture and Country as published by the Interpretation Australia Association; and
  - 9.6.2 comply with any additional conditions that apply to the interpretation of Aboriginal culture within co-managed parks as included in Section 10 of this Licence.



## 10 SPECIFIC CONDITIONS FOR NAMED LICENSED AREAS

- 10.1 The Licensee shall both implement the following specific conditions and those contained in Attachment A for the named Licensed Areas, at all times and ensure full compliance with these specific conditions by all persons on the tours operated by the Licensee.

### ADELAIDE and MT LOFTY REGION

**10.2 Belair National Park**

In this Licensed Area the Licensee shall obtain approval from the Southern Lofty District Office before conducting a night walk.

**10.3 Deep Creek Conservation Park**

In this Licensed Area the Licensee shall ensure that no generators are permitted in the park.

### SOUTH EAST REGION

**10.4 Coorong National Park**

In this Licensed Area the Licensee shall:

- 10.4.1 Foster an awareness of and respect cultural heritage issues for this Park; and  
10.4.2 contact the Ngarrindjeri Regional Authority Heritage Committee via Camp Coorong, Meningie, SA (08) 8575 1557 regarding interpretive material which references Aboriginal culture within the Coorong National Park.

### KANGAROO ISLAND REGION

**10.5 Kangaroo Island Parks**

In this Licensed Area the Licensee:

- 10.5.1 Will be supplied by DEWNR with one copy of the current Wildlife Watching Guidelines and Glossy Black Cockatoo Watcher's Code; and  
10.5.2 Shall at all times conduct operations adhering to the Wildlife Watching Guidelines and the Glossy Black Cockatoo Watcher's Code for Kangaroo Island (as amended from time to time).

**10.6 Remarkable Rocks, within Flinders Chase National Park**

In this Licensed Area the Licensee shall ensure that its drivers and guides:

- 10.6.1 Brief their clients on the specific safety risks at the site prior to accessing it;  
10.6.2 Accompany their clients at all times while they are at the site;  
10.6.3 Do not allow their clients to enter the Restricted Access Area.

**10.7 Seal Bay Conservation Park**

10.7.1 In this Licensed Area access to the Seal Bay Beach User Fee Zone is only available when accompanied by a DEWNR Guide or a licensed operator (including their employees and guides) holding a DEWNR Seal Bay Accreditation.

10.7.2 Pursuant to section 68(1)(c) of the *National Parks and Wildlife Act 1972* licensed operators (including their employees and guides) holding a DEWNR Seal Bay Accreditation are not required to also hold a Commercial Marine Mammal Interaction Permit under the *National Parks and Wildlife (Protected Animal- Marine Mammals) Regulations 2010* to conduct tours at the Seal Bay Beach User Fee Zone.

**10.8 Grassdale, within Kelly Hill Conservation Park**

In this Licensed Area the Licensee must:

- 10.8.1 Undertake an induction with a DEWNR Kangaroo Island ranger prior to accessing the site, and ensure that all guides have been inducted by the Licensee prior to accessing the licensed area.  
10.8.2 Ensure that all guides comply with Commercial Tour Operator Guidelines for Grassdale as provided by DEWNR at the time of induction.

- 10.8.3 Ensure vehicle access is only permitted for 4WD vehicles and each tour group must not exceed 14 persons, including guides, and the guide: passenger ratio never exceeds 1:8.
- 10.8.4 Complete for each visit to Grassdale a Grassdale Restricted Area Use Return and submit to the Flinders Chase National Park Office on fax (08) 8559 7268, by the last day of each month.
- 10.8.5 Ensure that passengers and guides accessing the area do not use the water tank at Edward's Cottage.
- 10.8.6 Ensure that passengers and guides accessing the area at night to view wildlife by spotlight must use a red filtered light with that light.

#### **10.9 Lathami Conservation Park**

In this Licensed Area the Licensee shall:

- 10.9.1 Ensure all guides undertake an induction session with a DEWNR staff member prior to accessing the Licensed Area;
- 10.9.2 Ensure that each tour group must not exceed 14 persons, including guides, and the guide: passenger ratio never exceeds 1:8; and
- 10.9.3 Complete and fax a Lathami Restricted Area Use form to the Kangaroo Island Regional Office on (08) 8553 8273, by the last day of each month.

#### **NORTHERN AND YORKE REGION**

##### **10.11 Troubridge Island Conservation Park**

In this Licensed Area the Licensee shall:

- 10.10.1 Contact the lessee on (08) 8852 6290 at least one week prior to accessing Troubridge Island Conservation Park;
- 10.10.2 Obtain a permit to access Troubridge Island Conservation Park unless staying in island accommodation or on part of a tour managed by the lessee; and

##### **10.12 Mount Remarkable National Park**

In this Licensed Area the Licensee shall not enter Alligator Gorge in a vehicle with a capacity of more than 30 persons.

#### **SOUTH AUSTRALIAN MURRAY DARLING BASIN REGION**

##### **10.13 Chowilla**

In this Licensed Area the Licensee shall comply with the Murraylands Region Chowilla access guidelines & protocols.

##### **10.14 Danggali Conservation Park and Wilderness Protection Area**

In this Licensed Area the Licensee shall contact the DEWNR Murraylands office on (08) 8595 2111 prior to accessing the reserve.

##### **10.15 Murray River National Park**

In this Licensed Area the Licensee shall: Contact the DEWNR Murraylands office on (08) 8595 2111 prior to accessing the reserve.

##### **10.16 Ngarkat Regional Reserve**

In this Licensed Area the Licensee shall contact the DEWNR Murraylands Mallee District office on (08) 8576 3690 prior to accessing the reserve.

##### **10.17 Ngaut Ngaut Conservation Park**

10.17.1 The Mannum Aboriginal Community Association Incorporated (MACAI) has exclusive rights under the Ngaut Ngaut Conservation Park Co-management Agreement to conduct commercial activities within the Park relating to:

- The historical, cultural and contemporary Aboriginal use of the park;
- The interpretation of Aboriginal sites within the Park of historical or cultural importance to Aboriginal people; and
- The sale of Aboriginal artefacts and souvenirs within the Park.

10.17.2 Operators wishing to incorporate Ngaut Ngaut Conservation Park into their itinerary should therefore contact MACAI and not DEWNR to conduct tours.

## **SOUTH AUSTRALIAN ARID LANDS REGION**

### **10.18 Old Wilpena Station - Flinders Ranges National Park**

In this Licensed Area the Licensee shall:

- 10.18.1 Use designated visitor car parks and shall not permit vehicles to enter the north side of Wilpena Creek; and
- 10.18.2 Comply with the requirements as set out in Attachment C.

### **10.19 Desert Parks and Reserves**

In this Licensed Area the Licensee shall:

- 10.19.1 Ensure the Licensee and tour participants comply with all Desert Parks Pass (DPP) conditions; and
- 10.19.2 Not drive on the surface of Lake Eyre, and avoid driving on other salt lakes in the Desert Parks.

### **10.20 Coongie Lakes National Park**

In this Licensed Area the Licensee shall:

- 10.20.1 Ensure that it and any tour participants do not light solid fuel fires;
- 10.20.2 Ensure that it and any tour participants do not use generators;
- 10.20.3 Not bring in or permit others to bring in any pets;
- 10.20.4 Not use motorised boats; and
- 10.20.5 Not fish or permit others to fish in the Licensed Area.

### **10.21 Innamincka Regional Reserve**

In this Licensed Area the Licensee shall observe the following requirements:

- 10.21.1 Generators may only be used between 7:00 am and 10:00 pm;
- 10.21.2 Netting for fish is banned in all waters of the Cooper Creek and the Reserve.

### **10.22 Vulkathunha-Gammon Ranges National Park**

In this Licensed Area the Licensee shall:

- 10.22.1 Foster an awareness of and respect cultural heritage issues for this Park; and
- 10.22.2 Not interpret Aboriginal culture on the Park except with the prior approval of the Vulkathuna-Gammon Ranges National Park Co-management Board.

### **10.23 Flinders Ranges National Park**

In this Licensed Area the Licensee shall:

- 10.23.1 Foster an awareness of and respect cultural heritage issues for this Park; and
- 10.23.2 Not interpret Aboriginal culture on the Park except with the prior approval of the Flinders Ranges National Park Co-management Board.

### **10.24 Witjira National Park**

In this Licensed Area the Licensee shall:

- 10.24.1 Foster an awareness of and respect cultural heritage issues for this Park; and
- 10.24.2 Not interpret Aboriginal culture on the Park except with the prior approval of or pursuant to approved guidelines adopted by the Witjira National Park Co-management Board.
- 10.24.3 All wood fires, the collection of wood and solid fuel fires are prohibited throughout the park from April 2013.

### **10.25 Lake Gairdner National Park**

- 10.25.1 Not drive on the surface of Lake Gairdner.

## **EYRE REGION**

### **10.26 Eyre Region Parks and Reserves**

In this Licensed Area the Licensee shall:

- 10.26.3 Obtain approval from the Ranger before driving in Venus Bay Conservation Park between sunset and sunrise; and
- 10.26.4 Be guided by a DEWNR employee while visiting Investigator Group Conservation Park.
- 10.26.5 Ensure the Licensee and their clients permitted to land on the Island Parks are weed and pest free and includes the Licensee undertaking detailed inspections of all clothing and items used or taken to go ashore prior to landing for pests or weeds (including any plant matter, particularly seeds).
- 10.26.6 Not enter or include on its itinerary Prohibited Areas including the Neptune Islands Conservation Park and Dangerous Reef (Sir Joseph Banks Group Conservation Park).

## **ALINYTJARA WILURARA REGION**

### **10.27 Nullarbor National Park**

- 10.27.1 Not enter or include on its itinerary any cave other than the public access caves, Murrawijinie 1, 2 and 3.

## **11 SPECIFIC CONDITIONS FOR MULTI YEAR TERM**

- 11.1 This Special Condition 11 only applies whenever this Licence has a Term that is to run for a period of three years or five years from the commencement of this Licence.
- 11.2 The Licensee must for the relevant Term:
  - 11.2.1 at its cost hold and maintain at least one of the following approved accreditation schemes where the Term runs for:
    - (a) Three Years being:
      - (i) the Australian Tourism Accreditation Program;
      - (ii) the Nature Based Eco Accreditation Program;
      - (iii) the Climate Action Certification Program; or
      - (iv) the Green Globe Company Standard
    - (b) Five Years being:
      - (i) the Advanced Ecotourism Eco Certification Program;
      - (ii) the Ecotourism Eco Certification Program; or
      - (iii) the Respecting our Culture Accreditation
  - 11.2.2 comply with this Licence and any other terms and conditions as set out in Section 11 for the Term and includes such further variation to this Licence as issued by DEWNR in writing or by any other means from time to time that is to apply to any of the Permitted Activities or Licensed Areas noting such variation is immediately binding on and does not require the mutual consent of the Licensee;
  - 11.2.3 comply with any other requirement of the Relevant Authority as advised from time to time and includes but is not limited to such remedial action required of the Licensee in order to comply with this Licence noting such remedial action to be imposed by the Relevant Authority may involve the interim suspension of the Permitted Activities from time to time or such restrictions that limits access to the Licensed Area in whole or in part and all such action is subject to such terms and conditions required by the Relevant Authority; and
  - 11.2.4 provide to the Relevant Authority:
    - (a) at the start of each licence year or when requested by the Relevant Authority:
      - (i) such evidence of insurance as required under clause 3.3;
      - (ii) confirmation of such current accreditation required under clause 11.2.1; and
      - (iii) such other matters required by DEWNR under clause 11.2.2;
    - (b) on request and to the satisfaction of Relevant Authority at any time during the Term such other evidence required by DEWNR in respect of any matter the subject of clauses 11.2.1 and 11.2.2; and
    - (c) with an irrevocable authority for the Term that permits the Relevant Authority through DEWNR at any time to confirm the currency of any accreditation held by the Licensee with the relevant accreditation body (and their successors or assigns) namely:

- (i) Tourism Accreditation Australia Ltd for the Australian Tourism Accreditation Program;
- (ii) Earthcheck Pty Limited trading as EC3 Global Green for the Globe Company Standard; or
- (iii) Ecotourism Australia Limited for the remaining programs and standards in clause 11.2.1

**AND** to seek any information from such bodies in relation to any relevant matter pertaining to the Licensee's accreditation; and

11.2.5 acknowledge the issue of this Licence by the Relevant Authority is deemed as evidence of the irrevocable authority in clause 11.2.4(c).

11.3 Where the Licensee :

11.3.1 is not able to maintain the accreditation held under clause 11.2.1 for any reason; or

11.3.2 is not able to meet the terms and conditions required under clause 11.2.2 and 11.2.4;  
or

11.3.3 fails to comply with or undertake any remedial action required under clause 11.2.3 to the satisfaction of the Relevant Authority

the Licensee must immediately advise the **RELEVANT AUTHORITY AND FURTHER ACKNOWLEDGES AND AGREES:**

11.3.4 this Licence will revert to an annual licence expiring on 31 March of the relevant licence year;

11.3.5 that any fees paid to DEWNR for the multi year Licence are non refundable;

11.3.6 to pay such other fees to maintain this Licence as determined by DEWNR from time to time; and

11.3.7 on or before the expiry of the annual licence the Licensee may elect to reapply to the Relevant Authority for a new licence to operate in the Licensed Areas.

**ATTACHMENT A**  
**Information and Restrictions on Activities within the Licensed Areas**

= Activity permitted/available within Licensed Area

= Activity not permitted/available within Licensed Area

	Sightseeing	Bushwalking	Camping	Canoeing/ Kayaking	Cycling trails	Rockclimbing /Abseiling	Coach	4WD Coach	4WD	Boat	
<b>Adelaide and Mount Lofty Region</b>											
Belair National Park	✓	✓			✓		✓	✓	✓		Contact the Park on (08) 8278 5477 to arrange a night walk.
Cleland Conservation Park	✓	✓					✓	✓	✓		Park may be closed on days of Total Fire Ban. Only light fires in designated barbecue areas.
Cleland Wildlife Park	✓	✓					✓	✓	✓		Contact the Wildlife Park on (08) 8339 2444 to book for guided tours. This will incur an additional fee.
Mount Lofty Summit	✓	✓					✓	✓	✓		No visitor use fees are payable for Mount Lofty Summit.
Deep Creek Conservation Park	✓	✓	✓				✓	✓	✓		No generators are permitted in the Park. Stay on existing roads.
Granite Island Recreation Park	✓	✓									Contact the island lessee on (08) 8552 7555 to book for guided penguin tours.
Morialta Conservation Park	✓	✓				✓					Rock climbing is permitted in the designated area of the Park. Camping not permitted. Access to the First Falls car park has a fee of \$5.00. Park may be closed on days of Total Fire Ban. Only light fires in designated barbecue areas.
Onkaparinga River National Park	✓	✓				✓	✓	✓	✓		Park may be closed on days of Total Fire Ban. No vehicle access permitted beyond Gate 10. Rock climbing is permitted in the designated area of the Park. Contact the Park on (08) 8278 5477 to arrange hire.
Onkaparinga River Recreation Park	✓	✓			✓		✓	✓	✓		Park may be closed on days of Total Fire Ban.

	Sightseeing	Bushwalking	Camping	Canoeing/ Kayaking	Cycling trails	Rockclimbing /Abseiling	Coach	4WD Coach	4WD	Boat	
<b>Kangaroo Island Region</b>											<b>All drivers/guides must accompany groups on guided tours.</b>
Cape Gantheaume Conservation Park	✓	✓	✓	✓			✓	✓	✓		
Cape Willoughby Conservation Park	✓	✓					✓	✓	✓		Guided tours must be booked by calling (08) 8553 4466 or Fax (08) 8553 1039 at least 14 days in advance.
Flinders Chase National Park	✓	✓	✓				✓	✓	✓		Register at Visitor Centre on arrival. No coaches above 4.5 metres of height.
Admirals Arch	✓	✓					✓	✓	✓		
Cape Borda Lightstation	✓	✓	✓				✓	✓	✓		Guided tours must be booked by calling (08) 8553 4465 or FAX (08) 8559 3298 at least 14 days in advance.
Cape du Couedic	✓						✓	✓	✓		
Remarkable Rocks	✓						✓	✓	✓		Accompany clients at all times. Do not enter Restricted Access Area.
Rocky River	✓	✓	✓				✓	✓	✓		Tours available seasonally.
Kelly Hill Conservation Park	✓	✓					✓	✓	✓		
Caves	✓										Guided tours (including Show Cave and Adventure Caving) must be booked by calling (08) 8553 4464 or Fax (08) 8559 7373 at least 14 days in advance. Show Caving must be undertaken before Adventure Caving.
Grassdale	✓	✓							✓		Access requires a key, which is provided after an induction session.
Latham Conservation Park	✓	✓							✓		Access requires induction session.
Seal Bay Conservation Park	✓						✓	✓	✓		Guided tours must be booked by calling 8553 4459 or Fax (08) 8559 4295 at least 14 days in advance.
Beach	✓										No access to the colony without a guide accredited by DEWNR for these tours.
Boardwalk	✓										
Sunset Tour	✓										Sunset tour available seasonally. Maximum 12 passengers per tour. Public tours only – no CTO rates.
Sunrise Tour	✓										No access to the colony without a guide accredited by DEWNR for these tours. Daily tour bookings are limited to three groups.

	Sightseeing	Bushwalking	Camping	Canoeing/ Kayaking	Cycling trails	Rockclimbing /Abseiling	Coach	4WD Coach	4WD	Boat	
<b>Northern &amp; Yorke Region</b>											
Innes National Park	✓	✓	✓	✓	✓		✓	✓	✓	✓	Firewood can be purchased from the Innes Park Trading Post, Stenhouse Bay. Park may be closed on days of Total Fire Ban.
Mount Remarkable National Park	✓	✓	✓				✓	✓	✓		Contact the Southern Flinders District office on (08) 8634 7068 before accessing the park. No entry to Alligator Gorge for buses above 30-person capacity.
The Dutchmans Stern Conservation Park	✓	✓					✓	✓			Contact the Southern Flinders District office on (08) 8634 7068 before accessing the park. No 4WD tours permitted within park.
Troubridge Island Conservation Park	✓	✓					✓	✓	✓		Prohibited access, contact the Yorke District office on (08) 8854 3200 and the island lessee on (08) 8852 6290 for permit to access the Park.
Althorpe Island Conservation Park	✓	✓					✓	✓	✓		Prohibited access, contact the Yorke District office on (08) 8854 3200.



	Sightseeing	Bushwalking	Camping	Canoeing/ Kayaking	Cycling trails	Rockclimbing /Abseiling	Coach	4WD Coach	4WD	Boat	
<b>South Australian Arid Lands Region</b>											
Coongie Lakes National Park	✓	✓	✓	✓				✓	✓	✓	No motorised boats. No generators.
Flinders Ranges National Park	✓	✓	✓		✓		✓	✓	✓		Tours longer than three hours require at least one guide per 15 clients.
Old Wilpena Station	✓						✓	✓	✓		Park in designated car parks. For induction details, see attached sheet.
Vulkathunha-Gammon Ranges National Park	✓	✓	✓				✓	✓	✓		
Innamincka Regional Reserve	✓	✓	✓	✓			✓	✓	✓		Generators may only be used between 7:00 am and 10:00 pm.
Lake Eyre National Park	✓	✓	✓					✓	✓		Wood fire not permitted at Lake Eyre
Lake Frome Regional Reserve	✓	✓							✓		No access after 3:00 pm. Gas fires only.
Simpson Desert Parks	✓	✓	✓						✓		DEWNR recommends that no trailers are towed across the Simpson Desert.
Wabma Kadarbu Mound Springs Conservation Park	✓	✓						✓	✓		
Gawler Ranges National Park	✓	✓	✓					✓	✓		
Lake Gairdner National Park	✓	✓	✓					✓	✓		Do not drive on the surface of the lake. Access must and camping must be arranged with Mount Ive Station.
Lake Gilles Conservation Park	✓	✓					✓	✓	✓		Do not drive on the surface of the lake.
Pinkawillinie Conservation Park	✓	✓						✓	✓		

	Sightseeing	Bushwalking	Camping	Canoeing/ Kayaking	Cycling trails	Rockclimbing /Abseiling	Coach	4WD Coach	4WD	Boat	
<b>Alinytjara Wilurara</b>											
Tallaringa Conservation Park	✓	✓	✓				✓	✓	✓		
Nullarbor National Park	✓	✓	✓				✓	✓	✓		
Yellabinna Regional Reserve	✓	✓	✓						✓		
Yumbarra Conservation Park	✓	✓	✓						✓		

	Sightseeing	Bushwalking	Camping	Canoeing/ Kayaking	Cycling trails	Rockclimbing /Abseiling	Coach	4WD Coach	4WD	Boat	
<b>South East Region</b>											
Bool Lagoon Game Reserve	✓	✓	✓				✓	✓	✓		
Canunda National Park	✓	✓	✓					✓	✓		
Coorong National Park	✓	✓	✓	✓			✓	✓	✓	✓	Access to the dredging Exclusion Zone at the Murray Mouth is prohibited. Boats are not permitted to moor within the channels of the Murray Mouth. Contact the Park on (08) 8575 1200 if camping in the North Coorong Lagoon area and accessing via boat.
Lower Glenelg River Conservation Park	✓	✓		✓			✓	✓	✓	✓	
Naracoorte Caves National Park	✓	✓	✓				✓	✓	✓		Accommodation is available. Ring the Caves on (08) 8762 3412 for further details.
Tantanoola Caves Conservation Park	✓	✓					✓	✓	✓		
Ngarkat Conservation Park	✓	✓	✓						✓		

	Sightseeing	Bushwalking	Camping	Canoeing/ Kayaking	Cycling trails	Rockclimbing /Abseiling	Coach	4WD Coach	4WD	Boat	
<b>Eyre Region</b>											
Whyalla Conservation Park	✓	✓					✓	✓	✓		
Bascombe Well Conservation Park	✓	✓	✓						✓		
Coffin Bay National Park	✓	✓	✓	✓			✓	✓	✓	✓	
Fowlers Bay Conservation Park	✓	✓	✓				✓	✓	✓		
Lake Newland Conservation Park	✓	✓	✓					✓	✓		Camping permitted at Walkers Rocks in local government area.
Lincoln National Park	✓	✓	✓	✓			✓	✓	✓	✓	
Pinkawillie Conservation Park	✓	✓	✓					✓	✓		
Point Labatt Conservation Park	✓	✓					✓	✓	✓		
Venus Bay Conservation Park	✓	✓		✓				✓	✓	✓	Obtain approval from District Ranger on (08) 8626 1108 before conducting tours between sunset and sunrise.
Yellabinna Regional Reserve	✓	✓	✓				✓				
Yumbarra Conservation Park	✓	✓	✓						✓		

	Sightseeing	Bushwalking	Camping	Canoeing/ Kayaking	Cycling trails	Rockclimbing/ Abseiling	Coach	4WD Coach	4WD	Boat	
<b>Murray Darling Basin Region</b>											
Chowilla Game Reserve	✓	✓	✓	✓				✓	✓	✓	
Danggali Conservation Park	✓	✓	✓					✓	✓		
Loch Luna Game Reserve	✓	✓	✓	✓				✓	✓	✓	
Moorook Game Reserve	✓	✓	✓	✓				✓	✓	✓	
Murray River National Park	✓	✓	✓	✓				✓	✓	✓	
Ngarkat Conservation Park	✓	✓	✓						✓		

## ATTACHMENT B

# National Parks and Wildlife Reserves Fire Restriction Information

The Director of National Parks and Wildlife has imposed park fire restrictions under the *National Parks and Wildlife Act 1972*, as listed in the Government Gazette.

The purpose of these fire restrictions is to ensure the safety of visitors using the Reserves, and in the interests of protecting the Reserves and neighbouring properties.

**J Schutz**

**DIRECTOR of NATIONAL PARKS and WILDLIFE**

### ***IMPORTANT NOTICE SA FIRE RESTRICTION INFORMATION***

It is the responsibility of Commercial Tour Operators to obtain updated fire forecast & restriction information before and during the conduct of tours in South Australian Parks, especially in the fire season.

The South Australian Fire Season is usually November 1<sup>st</sup> to April 30<sup>th</sup> each year, although this can vary from year to year.

Current fire restriction information can be obtained from:

- The DEWNR website – “Fire restrictions for South Australia’s national parks and reserves” at <http://www.environment.sa.gov.au/parks/safety/fire-restrictions>. Contact details are listed for each DEWNR region and the link ([Fire restrictions \(142kb pdf\)](#)) provides a listing of South Australian parks in alphabetical order, the DEWNR region and the relevant fire restrictions for each.
- The Country Fire Service (CFS) Bushfire Information Hotline 1300 362 361 (TTY 133 677); Website [www.cfs.sa.gov.au](http://www.cfs.sa.gov.au) ; Facebook or Twitter

Other information to assist Commercial Tour Operators :

- Park Closures at [http://www.environment.sa.gov.au/parks/Safety/Park\\_closures](http://www.environment.sa.gov.au/parks/Safety/Park_closures)
- Prescribed Burns at [http://www.environment.sa.gov.au/parks/Safety/Park\\_closures/Park\\_closure\\_descriptions](http://www.environment.sa.gov.au/parks/Safety/Park_closures/Park_closure_descriptions)

## ATTACHMENT C

### Old Wilpena Station Flinders Ranges National Park

DEWNR recommends that tour operators allow their clients at least one hour to visit the Old Wilpena Station site.

#### **Inducted Tour Guides**

DEWNR encourages tour operators to send their guides to a site induction, before accessing Old Wilpena Station. Guides who have completed the site induction are permitted to access parts of the site not available to the general public.

**Basic Level:** Permitted access to the blacksmith's shop and the store.

**Advanced Level:** Permitted to access the blacksmith's shop, the store and the bookkeeper's hut. Permitted to access the site outside normal opening hours.

Note: No access is permitted to the homestead unless a DEWNR staff member is present.

Access to the buildings of Old Wilpena Station requires a key, which is kept at the Wilpena Visitor Centre. Failure to return the key will result in the Licensee paying to DEWNR a replacement fee of \$300.00. No further access to the site will be permitted until this fee is paid.

Guides should ensure that all tour participants are prominently wearing their entry stickers at all times while at the site.

To organise Old Wilpena induction for your guides, please call DEWNR's Wilpena office on (08) 8648 0049.