



Local Land
Services
Murray

Long Term Grazing Permit Travelling Stock Reserves

PART B

BETWEEN: Murray Local Land Services
ABN: 57 876 455 969

and: [enter Permit Holder name]

Services: Long Term Grazing of Travelling Stock
Reserve(s)

Reserve Name(s):

Agreement Details

Local Land Services / LLS	Name	Murray Local Land Services (ABN 57 876 455 969)
	Address	394 Hay Road PO Box 61 DENILIKUIN NSW 2710
Local Land Services Contact Details	Name	David Clarke
	Position	Team Leader, Land Services
	Address	PO Box 61 DENILIKUIN NSW 2710
	Telephone	03 5880 1414
	Mobile	0429 609 793
	Fax	03 5880 1444
	E-mail	David.Clarke@lls.nsw.gov.au
Permit Holder Contact Details	Name	[enter Permit Holders name]
	Position	[insert]
	Address	[insert]
	Telephone	[insert]
	Mobile	[insert]
	Fax	[insert]
	E-mail	[insert]
ABN	[insert]	
Services	Long Term Grazing of travelling stock reserve(s) as detailed in Schedule A and Schedule B.	
Commencement Date	1 February 2016.	

Fee A total of \$[insert sum] (GST exclusive) to be paid by the Permit Holder to Murray Local Land Services.

An annual Consumer Price Index increase will apply to this fee if for any agreements that extend beyond the initial expiry date.

Expiry Date: 31 August 2016 for (western reserves)

31 January 2017 (for eastern reserves)

Note: Subject to written agreement between Local Land Services and the Permit Holder, this agreement may be extended for a period of up to an additional 12 months.

Insurance Policies

Types of Insurances	Minimum Sum Insured	Tick if Required
Broadform Public Liability	\$20million for any single occurrence and unlimited in the aggregate as to the number of occurrences.	<input checked="" type="checkbox"/>
Workers Compensation	As required by the law of each relevant State and Territory.	<input type="checkbox"/>
Products Liability	\$10million for any single occurrence and unlimited in the aggregate as to the number of occurrences.	<input type="checkbox"/>
Professional Indemnity	\$1 million in respect of any one claim	<input type="checkbox"/>
Comprehensive Motor Vehicle		<input type="checkbox"/>

General Conditions

Part 1: Grazing agreement

The following terms and conditions constitute conditions of your permit with which you must comply. A breach of this agreement may constitute an offence under the Act.

1) Grant of stock permit

- (a) You may use and occupy the reserve only for the purposes specified in the permit.
- (b) You may only carry out those activities on the reserve which are necessary for the proper care and control of the stock permitted by the permit to graze the reserve.
- (c) This agreement does not confer on you any right of exclusive possession of the reserve nor any proprietary right in the reserve.
- (d) You must permit persons authorized by the Act (including persons carrying out recreational activities) to access the reserve.
- (e) This agreement is personal to you. You must not transfer or create any interest in this agreement nor may you deal with your rights under this agreement in any way.
- (f) Subject to any rights you may have under the act, you are not entitled to any compensation, costs or damages on suspension or termination of this agreement.

2) Local Land Services powers and functions

- (a) Local Land Services may exercise any power, delegation, authority, duty or function as provided by the Act in relation to any matter, arising out of the terms of this agreement. Nothing in this agreement fetters, restricts or affects Local Land Services discretion as to the use of Local Land Services statutory powers.
- (b) The Minister, Local Land Services Board of Chairs or Local Land Services local board may, at any time, cancel or withdraw any permit before the expiration date. This notification must be written and provide 90 days' notice to the permit holder.
- (c) You must not represent yourself to be the servant, agent or representative of Local Land Services.
- (d) Local land Services may vary the terms of conditions of this agreement at any time. You will be notified in writing of any variations to the terms of conditions of this agreement and you must comply with any such variations after you are notified of them.
- (e) Any reference to approvals or consents of Local Land Services in this agreement must be given in writing to be effective. Unless this agreement provides otherwise, Local Land Services may give or withhold approval or consent to any act, matter or thing in its absolute discretion, and subject to such conditions as it may determines. Any such condition will become a condition of this agreement.

3) Condition of reserve

- (a) You must at all times keep the reserve in a clean and tidy condition.
- (b) You must repair all fences, gates and flood crossings on a reserve as necessary to keep the reserve stock proof.
- (c) You must promptly notify Local Land Services if you discover any pests or poisonous plants on the reserve. You must remove any pests, poisonous plants or abandoned or discarded materials (such as car batteries) which may cause stock disease or death.
- (d) An authorized officer of the Local Land Services may at all reasonable times enter the reserve and inspect the reserve and any stock on the reserve, and take such action as to ensure compliance with the agreement of the Act.
- (e) On the terminating date you must make sure that the reserve is in good repair and condition, reasonable wear and tear accepted, and is clear and free from all rubbish.

4) Emergencies

- (a) Local Land Services reserves the right to allow third parties' stock to be placed on any reserve during emergency situations, such as floods, bushfires and other disasters.
- (b) Local Land Services may order you to remove your stock or reduce your stock numbers on a reserve at any time when Local Land Services considers there to be an emergency situation, or considers that further grazing may be detrimental to the recovery of pastures or that further grazing may degrade the reserve.
- (c) Local Land Services may, at its own discretion, refund all or part of any fees where it issues any directions or orders under this clause.

5) Risk

- (a) You agree to occupy and use the reserve at your own risk.
- (b) You release, to the full extent permitted by law, Local Land Services and the Crown and their respective officers and employees, from all claims, demands, actions, proceedings, damages, losses, liabilities and expenses of every kind in respect of or resulting from:
 - i. any accident, damage, death, loss or injury in connection with the reserve and your use and occupation of the reserve
 - ii. any poisoning from pesticides, chemicals or poisonous plants on the reserve
 - iii. any disease spreading to stock on the reserve.

6) Indemnity

You must indemnify Local Land Services and the Crown from and against all liabilities, actions, suits, claims and demands of whatsoever nature and all damages, costs, charges and expenses in respect of any accident or injury to any person or property arising out of or in connection with:

- (a) Your use or occupation of the reserve (including where arising from any act or thing which you may be authorized or compelled to do under this agreement)
- (b) Your stock including the escape of any stock from the reserve
- (c) Any breach of this agreement

except to the extent caused or contribute by the negligence or willful act or omission on the part of Local Land Services or the Crown.

7) Public risk insurance

You must effect and maintain for the term, with reputable insurers, a public liability insurance policy for the amount specified in the permit (\$20 million) for any one occurrence, which policy must note the interest of Local Land Services and anyone else nominated by Local Land Services. You must provide Local Land Services with a certificate of currency on or before the commencing date and otherwise provide a certificate of currency and a copy of the insurance policy on reasonable request.

8) Compliance

- (a) You must comply with the requirements of all statutes, regulations or by-laws (including the Act), and with the requirements of all relevant public and local authorities, in so far as they apply in relation to the use and occupation of the reserve

(b) You:

- i. must contain stock on the reserve, or land under your management, and if any stock escapes from the reserve you must immediately return them to the reserve
- ii. must ensure that your occupation and use of the reserve does not encroach outside the reserve
- iii. must ensure that stock on the reserve are free from lice and diseases and noxious weed material (e.g. seeds).

(c) You must not:

- i. carry on or permit any person to carry on any noxious, noisome or offensive activity in the reserve
- ii. do anything that might damage the reserve and you must immediately repair any damage you cause or contribute to on the reserve
- iii. do or permit any person to do any act, matter or thing which results in nuisance, damage or disturbance to Local land Services or owners or occupiers of adjoining or neighboring land, including promptly removing rogue stock that are causing nuisance to adjoin landholders
- iv. carry out any hazard reduction burning on the reserve except with the approval of Local Land Services, any necessary approval from the Rural Fire Service and in accordance with any required environmental approvals

- v. undertake any works (including buildings, structures or fences) to the reserve without the consent of Local Land Services
 - vi. place a lock on any gate on a reserve without the approval from Local Land Services, and where approval is given you must supply a spare or combination to the local office of Local Land Services
 - vii. shoot trap, bait or otherwise harm native fauna on the reserve without approval from Local Land services
 - viii. cultivate or fertilise the reserve
 - ix. overstock the reserve
 - x. mine, remove, extract, dig up or excavate any sand, stone, rock (including bush rock), gravel, clay, loam, shell, timber or similar substance on the reserve
 - xi. clear the reserve (including native vegetation) without the consent of Local Land Services and without all other approvals required under the *Native Vegetation Act 2003*, the *Threatened Species Conservation Act 1995* and any other relevant legislation.
- (d) You must immediately notify Local Land Services of the discovery of any artefacts and comply with the Local Land Services directions in relation to those artefacts.
- (e) If you fail to comply with any term or condition of this agreement, then Local Land Services may by notice direct you to:
- i. Cease anything that you are doing on the reserve
 - ii. Carry out within the time specified in the notice, or such other time as Local Land Services may direct in writing, any works necessary to rectify or remedy the non-compliance

You must comply with any notice issued by Local Land Services at your own expense. If you fail to comply within the specified time (or if no time is specified within a reasonable time), Local Land Services may remedy your default and recover the cost of doing so from you.

9) Definitions

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

Act means the *Local Land Services Act 2013 (NSW)* and includes any regulations issued under that Act.

Agreement means Your Permit and the terms and conditions of this Agreement.

Commencing Date means the date on which the Permit commences, as specified in the Permit.

Crown means the Crown in the right of NSW.

Permit means the permit for grazing granted to You under the Act, of which this Agreement forms part.

Reserve means the travelling stock reserve over which the Permit is granted.

Term means the duration of the Permit as specified in the Permit unless terminated earlier in accordance with this Agreement.

Terminating Date means the date on which this Permit expires as specified in the Permit or any sooner date on which the Permit is cancelled.

You and Your means the person described as the Permit Holder on the Permit and includes your employees and agents.

Interpretation

The following apply in the interpretation of this Agreement:

Permit terms and conditions prevail: If any inconsistency arises between the Permit and this Agreement, the terms of the Permit and any special conditions attached to it will prevail to the extent of the inconsistency.

Applicable Law: The laws of NSW apply to this Agreement.

Headings and notes: Headings and notes have been inserted for guidance only and do not form part of this Agreement.

Joint and Several Liability: Any covenant or agreement on the part of two or more persons binds those persons jointly and severally.

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

Plurals/Grammar: Words importing the singular number include the plural number and vice versa, and where a word or phrase is defined, its other grammatical forms have corresponding meanings.

Include: A reference to include or including means includes, without limitation, or including, without limitation, respectively.

Parts: Anything includes each part of it eg a reference to the Reserve includes any part of the Reserve.

No permitting breaches: Any obligation on You under this Agreement to do or not to do anything includes a further obligation that You will not permit or allow a breach of such obligation by any other person.

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

Severability: If any provision in this Agreement is invalid or unenforceable this Agreement will remain otherwise in full force apart from that provision, which will be deemed deleted.

Part 2: Additional Special Conditions

Additional Special conditions that apply to this Permit are indicated with a tick

1) Early Termination By You

You may terminate this Agreement on not less than 30 days' prior written notice Local Land Services.

Early termination of this Agreement by you will result in the full fee paid by you for this permit being forfeited.

2) Weed Control

You must control noxious weeds and environmental weeds by hand methods or by targeted herbicide application that will not damage, kill or destroy native vegetation. Noxious Weeds has the same meaning as the term defined in the *Noxious Weeds Act 1993* (NSW).

Where present, environmental weeds to be controlled include:

- Galenia (*Galenia pubescens*)
- Khaki weed (*Alternanthera pungens*)
- Fireweed (*Senecio madagascariensis*)
- Lippia (*Phyla canescens*)
- Caltrop (*Tribulus terrestris*)
- Bridal creeper (*Asparagus asparagoides*)
- Any species of cactus

3) Land Management Strategy

Within a period determined by Local Land Services you must provide a land management strategy in a required form to Local Land Services for approval. Once approved by Local Land Services you must ensure that the reserve is grazed in accordance with the land management strategy.

4) Protection and Enhancement of Native Vegetation

You must provide Local Land Services with a plan of any proposed revegetation and/or planting works. Consent of Local Land Services must be obtained prior to the commencement of any revegetation and/or planting works.

5) Protection of Trees

You must take reasonable steps to protect all trees from ringbarking, where necessary, by the placement of mesh or other suitable material around the collar of the trees.

6) Supply of Water

Where water is supplied to the reserve in addition to any fee payable under the permit, you must reimburse Local Land Services for the cost of the supply within 14 days of receipt of a tax invoice.

7) No Degradation

You must ensure that use of the reserve does not result in any degradation of the bed or bank of any creek or waterbody and/or riparian vegetation.

8) Alternative Watering Place

(a) Where the reserve adjoins a natural body of water, you must provide stock with a sufficient number of alternative water places, and not rely on the natural waterbody/ies to provide the primary stock watering place. You must provide the alternative watering places outside the riparian zone, which is defined as within 20m from the high water mark of the water body. These alternative stock watering places are to be located outside the riparian zone so as to minimise the adverse impact of domestic stock and to prevent the degradation of, or damage **being caused to the riparian zone.**

(b) In some circumstances at the discretion of Local Land Services, you may be directed to fence out the waterbody and exclude access by stock.

9) Pugging Prevention Stock Exclusion

You must exclude stock access to any waterlogged or partially waterlogged land if there is any likelihood of stock causing localised treading compaction (known as “pugging”) of the reserve.

10) No Males (use unticked box for western reserves)

No entire male horse (including a stallion, colt or rig), cattle (including bull or stag), sheep/goats (including ram, stag or billy) is permitted to be grazed on the reserve without prior written approval from Local Land Services.

11) Yard Structure

(a) Any yard structure on the reserve does not form part of the permit or this agreement. However, you may use the yard structure to handle and load stock from the reserve.

(b) You are responsible for the cost of repairs and maintenance of the yard structure where the damage has been caused or contributed to by you or your stock.

Note: Although this clause has been ticked it is only applicable if yards are available on the reserve(s) detailed in this agreement.

12) 50% Groundcover (tick box for western reserves only)

(a) Stock are only permitted to graze the reserve during periods when there is a 50% or more groundcover on the reserve.

13) 70% Groundcover (ticked box for eastern reserves)

Stock are only permitted to graze the reserve during periods when there is a 70% or more groundcover on the reserve.

14) Public Passive Recreational Access

Consistent with the Objects of the Act, You must not restrict public access to the reserve for passive recreational activities (e.g. walking, fishing) between sunrise and sunset.

Gates giving access to the reserve must not be locked without the consent of Local Land Services.

15) Pest Control

You must control all declared pest animals in accordance with the *Local Land Services Act 2013* including rabbits, wild dogs and feral pigs.

16) Priority Access for Travelling Stock

Following notice by Local Land Services, you must remove all stock from the reserve to allow the reserve to be used by travelling stock.

17) No Diseased Stock

You must not permit diseased stock as defined by the *Stock Diseases Act 1923* (NSW) to enter upon or travel across the reserve.

18) No Supplementary Feeding

You must not bring any supplementary feed onto the reserve at any time (e.g. hay, grain, manufactured food).

19) No Horses Apart From Recreational Riding

You must not permit horses onto the reserve without the consent of Local Land Services other than for horseback riding that is a permissible recreation activity under the Act.

20) Contravention of Permit Conditions

Contravention of the conditions of this this permit may result in the permit being cancelled or suspended by Local Land Services at any time in accordance with clause 81 of the *Local Land Services Act 2013*.

Execution clauses

Murray Local Land Services

Signed for and on behalf of the Crown in right of the State of New South Wales acting through LLS by its authorised signatory but not so as to incur personal liability:

Name: David Clarke

Signature

Title: Team Leader Land Services

Date

Permit Holder (Company)

(delete if not applicable)

Signed for and on behalf of [enter name of Company] Ltd by:

Signature of Director (1)

Signature of Director (2) or Company Secretary

Name of Director (1)

Name of Director (2) or Company Secretary

Date

Date

Permit Holder Alternative Signature blocks – (delete if not applicable)

Permit Holder (Authorised Signatory)

By entering into this Agreement the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of [enter name of Contractor].

Signed for and on behalf of [enter name of Agency] by its authorised signatory: Before:

Signature of authorised signatory

Signature of Witness

Name of authorised signatory

Name of Witness

Date

Address of Witness

Permit (Sole Director Company)

(delete if not applicable)

Signed for and on behalf of [enter name of Company] by its sole Director and Company Secretary: Before:

Signature of Director and Company Secretary

Signature of Witness

Name of Director and Company Secretary

Name of Witness

Date

Address of Witness

Permit Holder (Partnership)

(delete if not applicable)

By entering into this Agreement the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of [enter name of Partnership & registered Business Number].

Signed for and on behalf of [enter name of Partnership] by its authorised signatory:

Before:

Signature of partner

Signature of Witness

Name of partner

Name of Witness

Date

Address of Witness

Permit Holder (Individual) (delete if not applicable)

Signed by:

Before:

Name

Signature of Witness

Signature

Name of Witness

Address

Address of Witness

Date

Schedule A – Reserve Details

Travelling Stock Reserves that form part of this Long Term Grazing Permit are detailed in the following table(s). Corresponding map(s) for each Travelling Stock Reserve are detailed in **Schedule B**.

Reserve 1

Reserve Name	
Crown Lands Reserve Number(s)	
Reserve Area (ha)	
Permit Fee (excluding GST)	
Reserve Features	(e.g dam, holding yard, windmill etc)

Reserve 2

Reserve Name	
Crown Lands Reserve Number(s)	
Reserve Area (ha)	
Permit Fee (excluding GST)	(e.g dam, holding yard, windmill etc)

Schedule B – Travelling Stock Reserve Maps

Travelling Stock Reserves that form part of this Long Term Grazing Permit are detailed in the following map(s).

[insert map(s) here]