

HQPlantations Pty Ltd

ACN: 142 448 977

STOCK GRAZING PERMIT [insert number]

Standard conditions for a Stock Grazing Permit (SGP) on State forest lands managed by the Plantation Licensee

THIS PERMIT is made..... 2024

BETWEEN The Plantation Licensee in exercising powers delegated by the **Chief Executive under the Forestry Act 1959**, of 3A/2 Flinders Parade, North Lakes in the State of Queensland (the Chief Executive)

AND [insert name], of, [insert address] (the Permittee)

WHEREAS

- A. The Chief Executive is empowered by section 35 of the *Forestry Act 1959* to grant permits to graze stock in relation to land in a State forest, provided the Chief Executive is satisfied that the objects of the *Forestry Act 1959* would not be prejudiced or opposed.
- B. The Permittee has sought the approval of the Chief Executive to grant a Permit for an area ("the Permit Area") described in Schedule A within [insert lot and plan] within the Mary Valley Forest Management Area for the purpose of establishing, operating and maintaining a grazing enterprise ("the grazing enterprise").
- C. Consistent with the *Forestry Act 1959*, and subject to the Permittee entering into and being bound by the terms and conditions of this Permit, the Chief Executive is prepared to grant a stock grazing permit to the Permittee for the purpose of establishing, operating and maintaining a grazing operation within the Permit Area.
- D. The Permittee has agreed to be bound by the terms and conditions set out in this Permit.

IT IS GRANTED

1. Interpretation

- 1.1. In this Permit unless the contrary intention appears, the following terms will have the meanings respectively assigned to them -

Act means the *Forestry Act 1959*;

Adjoining Land means that part of the Forest Area that is adjoining, adjacent to or in the vicinity of the Permit Area;

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

Chief Executive means the chief executive, or his/her delegate including the Plantation Licensee and its local staff where applicable, responsible for the relevant act and its instruments under which this Permit is being issued.

Dividing Fences Act means the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*.

Declared Pests means a plant or animal, other than a native species of plant or animal, that is:

- (a) invasive biosecurity matter under the *Biosecurity Act 2014*; or
- (b) controlled biosecurity matter or regulated biosecurity matter under the *Biosecurity Act 2014*.

Execution Date means the date that this Permit is signed by the Permittee;

Forest Area means the State Forest managed under the Act that contains the Permit Area;

General Biosecurity Obligation has the meaning given in the *Biosecurity Act 2014*.

Improvements mean all development works including any vegetation clearing and all buildings, structures, erections and other infrastructure on the Permit Area;

local Licensee staff means the local officers of the Plantation Licensee responsible for management of that part of the forest area,

Management Plan means any document detailing management guidelines of Forest Areas under Part 4 of the Act.

Month means calendar month;

Permit Area means the land over which the Permit applies as described and shown in Schedule A;

Permittee means the Permittee and where the context permits any invitee of the Permittee, employee, agent, contractor, or other person acting on behalf of or in the interests of the Permittee.

Person shall include an individual or body corporate;

Plantation Licensee means the holder of a Plantation Licence granted under section 61QA of the Act, who at the date of this Permit is HQPlantations Pty Ltd ACN 142 448 977;

Term means the term of the Permit defined in clause 2 of this Permit;

waste means the term as defined in the *Environmental Protection Act 1994*.

1.2. In this Permit, unless the context otherwise requires:

- (a) any term or expression to which a meaning is assigned by the Act has the meaning so assigned when used in this Permit ;
- (b) schedules to this Permit form part of this Permit ;
- (c) reference to any legislation or any provision of any legislation includes any modification or re-enactment of the legislation or any legislative provision substituted for, and all legislation and statutory instruments and regulations issued under the legislation;
- (d) words denoting the singular include the plural and vice versa;
- (e) headings are for convenience only and do not affect interpretation;
- (f) reference to a condition, paragraph or schedule is a reference to a condition, paragraph or schedule of this Permit unless otherwise indicated;
- (g) reference to any document or agreement includes reference to such document or agreement as amended, notated, supplemented, varied or replaced from time to time;
- (h) words denoting any gender includes all genders;
- (i) where any word or phrase is given a definite meaning in this Permit any part of speech or other grammatical form in respect of a word or phrase has a corresponding meaning;
- (j) all monetary terms in this Permit are in Australian currency;
- (k) a reference to any thing includes a part of that thing;
- (l) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next succeeding day which is a Business Day; and
- (m) where the Permittee comprises more than one person or entity, the terms and conditions of this Permit will bind them jointly and severally.

2. Term

This Permit shall be deemed to have commenced on [insert date] (the commencement date) and shall remain in force for [insert] years (the Term) until it expires on [insert date] (the expiry date), unless sooner determined in accordance with the provisions of this Permit.

3. Fees

- 3.1. The fees must paid for the first year in advance and shall be at the rate of \$[INSERT amount] per annum. The fees for the first year will be due 10 Business Days from the Execution Date.
- 3.2. Subsequent fees are payable yearly in advance and payable within 30 days of the date of invoice. The fees will be indexed annually according to movements in the Queensland Cattle Market index, which may result in an upward or downward movement in the annual fees.
- 3.3. The Chief Executive will charge fees on an annual basis and advise the Permittee in writing on or by the anniversary date of the issuance of the Permit.

4. Permitted use of Permit Area subject to Plantation Licensee's rights

- 4.1. Notwithstanding any other condition of this Permit, the Permittee acknowledges and agrees that the rights granted by this Permit are non-exclusive and remain subject to the Plantation Licensee's rights and obligations under the Plantation Licence and the Act and that the use of the Permit Area for plantation timber production and the interests of any plantation take precedence in all management decisions and the Permittee's rights under this Permit.

- 4.2. The Permittee must only use the Permit Area for the purpose of establishing, operating and maintaining a grazing enterprise and for any purposes incidental thereto, which may be approved by the Plantation Licensee.
- 4.3. This Permit may be forfeited if not used for the purpose stated above.
- 4.4. Within the context of the grazing enterprise, any animals (horses and dogs) and any vehicles or appliances (sedans, utility vehicles, trucks, tractors, motorbikes (all types) and mechanised tools) may only be used for the purposes of operating the grazing enterprise. At other times, horses and dogs are required to be appropriately restrained.
- 4.5. The Plantation Licensee may issue further permits over the Permit Area if it so deems fit.

5. No warranty and risk

- 5.1. The Chief Executive does not warrant that the Permit Area is free from defect or that it is safe, fit, suitable or adequate for the permitted use. To the full extent permitted by law, all warranties as to fitness, suitability and adequacy implied by law are expressly excluded.
- 5.2. To remove any doubt, the Chief Executive does not warrant that:
 - (a) the Permit Area is safe or suitable for grazing cattle; or
 - (b) the Permittee's cattle are the only cattle present in the Permit Area.
- 5.3. The Permittee:
 - (a) acknowledges that access to and the use of the Permit Area is entirely at its own risk; and
 - (b) must first check the Permit Area to ensure that it is suitable for grazing cattle before commencing grazing.
- 5.4. The Chief Executive is not liable for and will not compensate the Permittee for any loss or damage, including loss or damage to the Permittee's cattle, other animals, vehicles or equipment, arising from the Permittee's use of the Permit Area, the Forest Area or Adjoining Lands.

6. Application of the Forestry Act

- 6.1. This Permit is subject to the provisions of the Act and the regulations and instruments under the Act.
- 6.2. The Permittee must ensure that its servants and agents are informed:
 - (a) that the grazing enterprise is within a Forest Area as defined by the Act; and
 - (b) of their obligation to comply with the provisions of the Act; and
 - (c) of the existence of the Permit and its terms and conditions.
- 6.3. The Permittee must hold the Permit Area so that the same may be used without undue interruption or obstruction for the public purpose for which it was reserved and, in particular and without limiting the generality of this condition; so that all the relevant duties and functions of the Chief Executive under the Act may be performed and carried out and so that there will be no interruption or obstruction to the public enjoyment of the Forest Area.
- 6.4. The Permittee has a duty of care to take all reasonable and practicable measures to sustainably manage the Permit Area by conserving the physical, biological, productive and cultural values, either on the Permit Area or in areas affected by the management of the Permit Area.
- 6.5. Interference by the Permittee
The Permittee shall not damage, interfere with, or destroy:
 - (a) forest products (as defined in the Act) or remove any quarry material (including any stone, gravel, sand, earth, soil, rock, guano or clay which is not a mineral within the meaning of the *Mineral Resources Act 1989*) or other material upon the Permit Area without the relevant permission, except under the authority of and in compliance in every respect with the requirements of a permit, licence, agreement or contract granted or made under the Act; or
 - (b) any infrastructure such as buildings, roads, fire trails, sign, etc related to the management of the Permit Area, except with the authority of and in compliance with the terms and conditions of this Permit.
- 6.6. Even where there has been previous clearing or disturbance any further introduction of non-native species or pasture improvement will not be permitted without written authority. Thinning of interrow regrowth within the plantation area may be permitted in some special circumstances dependant on assessment by the Plantation Licensee.

7. Rights of access

- 7.1. Any person authorised by the Chief Executive shall at all times during the term of the Permit have the free right and privilege of access into and out of the Permit Area for any purposes whatsoever (including without limitation, the Plantation Licensee, its employees, agents, contractors and customers).
- 7.2. Any persons authorised by the Chief Executive shall at all times during the term of the Permit have the free and unrestricted use of all water on the Permit Area for any purpose whatsoever, provided such usage does not unreasonably affect the grazing enterprise unless such usage is required to respond to a wild fire.
- 7.3. All vehicles used by the Permittee must be registered and operated by a licensed driver. Use of conditionally registered vehicles, such as side by side vehicles, quad bikes and agricultural motor bikes, carry with it inherent risk to riders and others. The Chief Executive brings to the attention of the Permittee the *Quad bikes and side-by-side vehicles safety—Proposed work health and safety regulations—Discussion paper*, encourages the Permittee to review this document, and implement health and safety measures appropriate to their operations to eliminate, or where elimination is not reasonably practicable, reduce the risk so far as is reasonably practicable.

8. Stock

- 8.1. The Permittee shall only graze cattle on the Permit Area. The grazing of any other stock, as defined under the Act or any other legislation, requires the specific consent of the Chief Executive.
- 8.2. The Permittee is required to meet all the requirements of the National Livestock Identification Scheme (NLIS) for the grazing enterprise on the Permit Area. A separate Property Identification Code (PIC) and an RBE number is required for each Permit based on the Permit Area of that Permit.
- 8.3. If requested to do so by the Plantation Licensee, the Permittee must complete a stock management plan that describes how stock on the Permit Area will be managed to meet the requirements of the Permit and the management principles for the area.
- 8.4. The Chief Executive may set or agree to the stocking levels to manage fuel loads for plantation protection.
- 8.5. The Permittee must not enter into any agreement or sub-leasing undertaking with any other party in respect to the Permit Area without the prior consent of the Chief Executive.

8.6. Fencing

The Permittee must, at the Permittee's cost and to the satisfaction of the Chief Executive, construct fences and gates to hold stock owned by the Permittee within the Permit Area. The Permittee will, subject to the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*, be solely responsible for the maintenance of these fences and gates in a stock proof condition accordance with conditions 12 and 13. The Permittee must also maintain fences owned by the Plantation Licensee in a stock proof condition.

The Permittee acknowledges that the Permittee is, for the purposes of the Dividing Fences Act, an owner of the Permit Area and has the rights and liabilities under that Act in connection with a dividing fence (as defined under that Act), including liability under section 25 of that Act.

8.7. Carrying capacity

The Chief Executive may reduce the number of stock allowed to be grazed under this permit for a defined period and require excess stock to be removed if the Chief Executive is of the opinion that:

- (a) the Permit Area is, or will become, overgrazed, or
- (b) grazing on the Permit Area causes, or is likely to cause, damage to the production of timber or conservation values on the Permit Area.

Any reduction must be effected within 30 days of notification or such longer period as the Chief Executive may agree.

- 8.8. The Permittee must not graze on the Permit Area in excess of the number of stock allowed under this Permit without the Chief Executive's consent.

8.9. Monitoring of grazing enterprise and its impact

The Permittee must undertake monitoring of the grazing enterprise and its impact.

8.10. Exclusions Zones and Special Management Areas

Exclusion zones or special management areas within the Permit Area for the purpose of:

- (a) excluding stock from plantation trees and areas proposed for harvesting and establishment;
- (b) conserving species, and their habitat, that the Chief Executive considers as of conservation concern; or
- (c) preserving areas of cultural heritage value,

may exist before issuance of a Permit or may be created by the Chief Executive during the term of the Permit. The Permittee must obtain specific written approval of the Chief Executive to enter or remain in an exclusion zone or special management area.

- 8.11. The Permittee must construct and maintain as required under clause 8.10, at the Permittee's cost and to the satisfaction of the Chief Executive, any fencing that may be required in order to manage any exclusion zones or special management areas that the Chief Executive may declare. If the Permittee fails to construct the fences within the required time frame, the Permittee will be deemed to be in default for the purposes of clause 21.1.
- 8.12. The Plantation Licensee is not liable for any accident, illness or misadventure affecting the stock during the period of grazing, except to the extent such accident, illness or misadventure is caused by the wilful act or gross negligence of the Plantation Licensee or its employees, agents or contractors when undertaking activities on the Permit Area.

9. Fire management

- 9.1. The right to carry out burning on the Permit Area either in part or whole is reserved for local Plantation Licensee staff. Where such burning is necessary for anything other than immediate fire fighting purposes, the Permittee or their agent will be given as much notice as is practicable but not less than seven (7) days.
- 9.2. The Permittee must not light any fire on the Permit Area (including for the purpose of burning dead stock) without the prior written approval of local Plantation Licensee staff.
- 9.3. The Permittee must comply with the *Fire and Emergency Services Act 1990* and its subordinate legislation and must not employ upon the Permit Area any person who at any time has been convicted of arson or of any offence under the said Act.
- 9.4. The Permittee must not light fires or carry out burning operations, without a permit to burn from the local fire warden having first gained the written consent of the Chief Executive. The Permittee must also seek approval from the local Plantation Licensee staff prior to burning operations commencing.
- 9.5. The Permittee shall take all reasonable action to extinguish any outbreak of fire on the Permit Area, not being a fire authorised by the local fire warden, and shall, if called upon, render reasonable assistance for such purpose to any delegate of the Chief Executive.

10. Plant and animal life – pest management

- 10.1. The Permittee must not introduce any birds, animals, reptiles, or plants to the Permit Area or Adjoining Land other than allowed under this Permit.
- 10.2. The Permittee must not keep any domestic animals on the Permit Area without the prior written approval of the Chief Executive.
- 10.3. The Permittee shall, at the Permittee's cost and expense, control or eradicate within the Permit Area Declared Pests as per the *Biosecurity Act 2014* and comply with the requirements of the said act and any by-laws of the local government with respect to the control or eradication of non-native plants and animals.
- 10.4. The Permittee is bound by the General Biosecurity Obligation as defined under the *Biosecurity Act 2014* to take all reasonable and practical steps to prevent or minimise the risk of harm to human health, social amenity, the economy or the environment biosecurity event that is caused by a pest, disease or contaminant.
- 10.5. The Permittee must, before commencing any biosecurity or pest control activities, such as using chemical methods including poison baits or the laying traps, obtain permission from the Chief Executive for the activity and proposed methods.
- 10.6. The Permittee must ensure that plantation trees are not damaged during pest or weed control activities.
- 10.7. The Permittee must obtain the prior written permission of the Chief Executive before using or authorising anyone to use any firearm for pest animal control or any other purpose on the Permit Area. In this regard, the Permittee must ensure that the *Weapons Act 1990* for any firearms storage, handling or use on the Permit Area is complied with. The Permittee must ensure that anyone authorised to use or handle firearms for any purpose on the Permit Area is appropriately qualified in firearms use including training in humane destruction of animals and that any firearms used are registered.
- 10.8. The Permittee shall to the satisfaction of the Plantation Licensee control, at their own cost and expense, all noxious plants as defined by the *Land Act 1994* on the Permit Area and shall maintain the area in accordance with the requirements of the Pest Management Plan set out in Schedule C.
- 10.9. Without limiting the Permittee's obligations under conditions 10.1 to 10.8, the Permittee must comply with the Pest Management Plan set out in Schedule C.

11. Water management

- 11.1. The Permittee must not access or use water within the Permit Area except in accordance with the written approval of the Chief Executive and approval under the *Water Act 2000*.

- 11.2. The Permittee must decommission any artificial water storages and bores that are determined by the Chief Executive to be not required for further use. Any restoration of site should be undertaken in accordance with conditions 13.6, 13.7 and 13.8.

12. Routine maintenance

- 12.1. The Permittee must, at its own expense, keep and maintain fences, gates and existing grids in a stock proof condition and structures and equipment associated with the grazing enterprise within the Permit Area in good order and repair and in a safe condition during the term of the Permit. Any fences or gates that crossroads, tracks or fire lines must be clearly marked so they do not cause a risk to users (for example, by attaching signage, reflective ribbon or tape).
- 12.2. The Permittee must keep the Permit Area in a clean, orderly and sanitary condition. No household refuse, construction materials, or refuse of any other nature is to be deposited or accumulated on the Permit. All refuse of any nature upon the Permit Area is to be removed to an approved local government refuse facility.
- 12.3. The Permittee must not dispose of any waste or items or material within the Permit Area and must remove refuse of all kinds deposited by the Permittee's guests and servants from the Permit Area.

13. Alterations and Improvements (not routine maintenance)

- 13.1. The Permittee must not clear any vegetation (including thinning of vegetation) on the Permit Area, unless in accordance with the written approval of the Chief Executive. The *Vegetation Management Act 1999* does not apply to land dedicated under the *Forestry Act 1959*.
- 13.2. The Permittee must not construct any fencing, dams or any other infrastructure (including alterations) on the Permit Area without the prior written approval of the Chief Executive, and then only subject to such conditions as may be prescribed.
- 13.3. The Permittee must notify the Chief Executive when the Permittee proposes to undertake works described in conditions 13.1 and 13.2 above. Local Plantation Licensee staff should be notified of the intent to undertake works so that a field inspection may take place. The notification must include spatial identification of the proposed works, the proposed timeframe for completion of the works and other relevant documentation requested by the Chief Executive. At the completion of the works, the Chief Executive is to be advised of the details of the Improvements, including a map showing the location of such improvements, including fencing, gates and existing cattle grids.
- 13.4. All fencing, buildings and other fixed infrastructure ("the infrastructure") constructed on the Permit Area by the Permittee shall be the property of the Permittee for the term of this Permit.
- 13.5. The Permittee may remove any of the infrastructure except for boundary fencing, if:
- (a) the Permittee informs the Chief Executive that the Permittee wishes to remove the infrastructure; and
 - (b) the Permittee is the legal owner of the infrastructure; and
 - (c) the Chief Executive consents to the removal of the infrastructure; and
 - (d) the items are removed on or before the date and time set by the Chief Executive; and
 - (e) all money owing under this Permit has been paid.
- 13.6. Further to condition 13.5 above, the Permittee may be requested by the Chief Executive to remove infrastructure that is unsafe or not required.
- 13.7. After the removal of any infrastructure, the Permittee must restore the Permit Area, as far as is practicable, to the condition it was in immediately prior to the construction, erection, placement or introduction of the infrastructure to the Permit Area.
- 13.8. If the Permittee fails to remove the infrastructure and rehabilitate the area as detailed in clauses 13.5, 13.6 and 13.7 above, the Chief Executive may remove the infrastructure and rehabilitate the area and is authorised to do whatever is necessary to effect the removal and rehabilitation. The Chief Executive may recover from the Permittee the total cost incurred in any removal and rehabilitation under this condition.

14. Record keeping and reporting

- 14.1. The Permittee must establish and maintain records of grazing activities undertaken on the Permit Area including the number and type of livestock, any fence/ gate maintenance, pest management activities and health and safety incidents and will provide an annual report of its activities within 14 days after each anniversary commencement date.
- 14.2. The Permittee must also give HQP any other additional information reasonably requested by HQP from time to time within the timeframe agreed or as soon as reasonably practicable after the request.

15. Compensation for Improvements

No compensation for Improvements or developmental work is payable by the Chief Executive at the forfeiture, surrender or expiry of the Permit. However, the Permittee will have the option of removing fencing, excepting boundary fencing (unless approved by the Chief Executive), and structural improvements existing on the Permit Area owned by the Permittee within a period of 30 days provided all money due by the Permittee to the Chief Executive on any account whatsoever has been paid.

16. External access

- 16.1. Neither the State, the Plantation Licensee nor the Local Authority will be responsible for the provision of any constructed access to the Permit Area.
- 16.2. The Permittee may enter, traverse and depart from the Permit Area with or without materials, plant, apparatus or vehicles. This may occur only along those access roads in existence at the time of executing the Permit.
- 16.3. In the event that the access roads in the clause above are not adequate for the purposes of the Permittee, the Permittee may apply to the Chief Executive in writing to construct a new access road. In this case the construction can occur only in accordance with the prior written approval of the Chief Executive.
- 16.4. The Permittee is responsible for negotiating access to the Permit Area. This may entail negotiations with Government agencies including local government, other landholders or permittees.
- 16.5. The Permittee must repair any damage done to any access road within the Plantation Licensee's estate, which was caused by the Permittee.
- 16.6. The Permittee must pay for any repairs, modifications and maintenance to any access roads, which, in the opinion of the Chief Executive are required as a consequence of its use by the Permittee.

17. Indemnity and release

- 17.1. The Permittee shall indemnify the State of Queensland and the Plantation Licensee, in the absence of any negligence on the part of the Chief Executive or any servant or agent of the Chief Executive, from and against any loss, damage or expense (including legal costs) arising from any claim, demand, action, suit or proceeding that may be made or brought by any person against the State of Queensland or the Plantation Licensee for or in respect of personal injury (including death) or property loss or damage whatsoever arising out of or in connection with the Permittee's use and occupation of the Permit Area, and such injury, death, loss or damage is caused by the act or omission (whether negligent or otherwise) of the Permittee, or servant or agent of the Permittee.
- 17.2. The Permittee hereby releases and discharges the State of Queensland and the Plantation Licensee, and their respective servants and agents from all such actions, proceedings, claims, demands, costs, losses, damages and expenses (other than those arising from the negligence of the State), which but for this clause, may be brought against or made upon the State of Queensland or the Plantation Licensee, or their respective servants or agents.
- 17.3. The obligations under condition 17 shall be continuing obligations notwithstanding the expiration, earlier cancellation, termination or surrender of the Permit.

18. Insurance

- 18.1. The Permittee must take out and maintain for the term of this Permit an insurance policy for not less than \$20,000,000 (or other amount as specified by the Chief Executive) with a reputable insurer with respect to loss or damage to property and personal injury (including death) arising out of the Permittee's use and occupation of the Permit Area, where such loss, damage, injury or death arises from the act or omission (whether negligent or otherwise) of the Permittee or any servant or agent of the Permittee.
- 18.2. The policy must note the interests of the State of Queensland and the Plantation Licensee.
- 18.3. The Permittee must give evidence of the insurance required under clause 18.1 in the form of a certificate of currency from the insurer on or before the permit commences and whenever requested by the Chief Executive. The Plantation Licensee may suspend or cancel this permit if the Permittee fails to comply with the obligations in this clause.

19. Safety

- 19.1. The Permittee must:
 - (a) ensure the permitted activities are carried out in accordance with the *Work Health & Safety Act 2011* (Qld) and *Work Health and Safety Regulation 2011* (Qld), any other applicable health and safety legislation and any relevant health and safety standards and codes of practice.
 - (b) ensure all persons entering the plantation area in connection with the Permittee's activities:
 - (i) complete the online *Plantation Safety Induction* in order to understand the hazards known by the

Plantation Licensee to be found on the Plantation Licensee's estates and the types of controls that can be put in place to eliminate or reduce any risks;

- (ii) are made aware of the health and safety requirements for the permitted activities (in particular, hazards identified through the Permittee's risk assessment process);
- (iii) drive to the prevailing conditions and are prepared for the unexpected.
- (c) take reasonable care that the Permittee's acts or omissions do not adversely affect the health and safety of the Permittee and or/others;
- (d) be aware of the surrounding environment so the Permittee can identify any potential hazards;
- (e) in consultation with the Plantation Licensee and any relevant person(s) who may be affected by the permitted activities, carry out a risk assessment of the area on the plantation estate where the Permittee will be carrying on the permitted activities so as to identify any hazards that may cause harm to the Permittee or others and put in place controls to eliminate or reduce any risks arising from the hazards.
- (f) follow all of the Plantation Licensee signage, as these signs are there for the Permittee's and other users safety;
- (g) comply with instructions / safety directions of the Plantation Licensee personnel, as they are trying to eliminate potential safety risks;
- (h) never enter an active worksite such as harvesting, haulage, road construction, plantation maintenance and plantation establishment as they have high risks
- (i) do not smoke on any of the Plantation Licensee's estate, as fire is a critical risk to the Permittee, other persons and the estate;
- (j) to protect the Permittee and others, ensure the Permittee has the right PPE footwear, clothing and other resources (e.g. water) as there are many hazards on the estate such as insects, snakes and spiders, wasps, bees and ants wild, feral and other dangerous animals including horses, kangaroos, rough surfaces, poisonous plants and high temperatures;
- (k) ensure the Permittee has an emergency plan as serious emergencies including fire, flooding etc may occur at any time;
- (l) if the Permittee identifies a hazard, please notify the Plantation Licensee; and
- (m) if a safety event causing injury occurs, notify the Plantation Licensee.

19.2. The Plantation Licensee online *Plantation Safety Induction* can be accessed via the Health & Safety page on the Plantation Licensee's website using the following link : <https://www.hqplantations.com.au/our-health-and-safety>

20. Non-compliance with Permit

- 20.1. If the Permittee fails to comply with any one or more of the terms and conditions of this Permit and the failure to comply is capable of being rectified, the Chief Executive will give notice in writing ("the notice") to the Permittee:
- (a) specifying the nature of the failure to comply;
 - (b) requiring the Permittee to rectify the breach within twenty (20) Business Days from receipt of the notice by the Permittee; and
 - (c) where the Chief Executive claims reasonable compensation in money for the breach, requiring the Permittee to pay the compensation within twenty (20) Business Days from receipt of the notice by the Permittee.
- 20.2. If the Permittee fails to rectify the breach or pay the compensation as specified in the notice then the Permittee will be in default under the Permit.
- 20.3. Where the Permittee's breach of any one or more the terms and conditions of this Permit has caused a state of affairs which in the reasonable opinion of the Chief Executive creates:-
- (a) an imminent danger to public safety; or
 - (b) unacceptable harm or risk to the natural or cultural environment; or
 - (c) unacceptable harm or risk to plantation assets

the Chief Executive may shorten the period specified in the notice within which the Permittee must rectify the breach of this Permit (but not the period within which compensation must be paid) to a period of such length as the Chief Executive considers appropriate to the circumstances.

- 20.4. If the Permittee fails to comply with any term or condition of this Permit and the failure to comply is in the opinion of the Chief Executive not capable of being rectified, the Permittee will be in default under this Permit.

21. Default and termination of permit

- 21.1. In the event of default by the Permittee under the Permit, the Chief Executive will give notice in writing to show cause within twenty (20) Business Days of receipt of such notice why the Permit should not be terminated.
- 21.2. If the Permittee fails to respond within twenty (20) Business Days or if the Chief Executive is not satisfied with the Permittee's response then, without prejudice to any rights that the Chief Executive may have under this Permit, the Chief Executive may terminate this Permit but without releasing the Permittee from liability in respect of the breach or non-observance of any terms or conditions.

22. Costs

Each party must pay their own costs in relation to the negotiation and execution of the Permit.

23. Rates and taxes

- 23.1. The Permittee shall pay all rates, taxes and other statutory charges relating to the Permit and the Permit Area, including but not limited to stamp duty and GST. In this condition "GST", "tax invoice", and "supply" have the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999 (Cwth)*.
- 23.2. Stock Grazing Permits issued under section 35 of the Forestry Act 1959 are at the date of the grant of this Permit exempt from GST.

24. Costs payable to the Chief Executive

- 24.1. The Permittee must pay the Chief Executive the costs of repairing any damage caused to the Forest Area as a result of the Permittee's use or occupation of the Permit Area.
- 24.2. The costs payable by the Permittee in compliance with clause 24.1 shall be determined by the Chief Executive.
- 24.3. Without limiting the generality of clause 24.1, costs payable by the Permittee will include the costs associated with:
 - (a) suppression of fire;
 - (b) repair of damage caused by fire; and
 - (c) repair of damage to natural or cultural resources, facilities or structures.
- 24.4. The Permittee shall also reimburse the Plantation Licensee for any losses suffered as a consequence of any damage to plantation timbers as a result of the Permittee's use or occupation of the Permit Area. The amount payable under this clause may be recovered as a debt due and owing to the Plantation Licensee.

25. Bankruptcy

In the event that the Permittee becomes bankrupt or subject to liquidation or winding up proceedings or enters into a scheme or arrangement for appointment of a receiver or manager, or if a charge or encumbrance on the whole or part of the Improvements in the Permit Area is brought into effect without the consent of the Chief Executive, the Permittee shall be deemed to be in default under the Permit.

26. Money owing

All money at any time payable to the Chief Executive by the Permittee pursuant to the Permit will be money owing to the Plantation Licensee and will be recoverable from the Permittee as a debt due and owing to the Plantation Licensee.

27. Dispute resolution

- 27.1. In the event of a dispute or disagreement arising out of or in relation to the Permit ("dispute") both parties agree to first engage in discussions to genuinely attempt to resolve the dispute.
- 27.2. In the event that the dispute is not resolved in accordance with condition 27.1, both parties agree to resolve the matter by using an alternative dispute resolution process ("the ADR reference").
- 27.3. The ADR reference will commence when one party gives written notice to the other specifying the dispute and requiring its resolution under this condition.
- 27.4. The ADR reference shall be conducted by a Law Society Approved Mediator or other appropriate person/s agreed by the parties. Failing agreement, the Mediator or other appropriate person/s will be appointed by the President of the Queensland Law Society according to such terms as the President considers appropriate in the circumstances. Such terms may be, for example, the Queensland Law Society Standard Mediation Agreement.
- 27.5. Any information or documents obtained through or as part of the ADR reference under this clause shall be "without prejudice."
- 27.6. In the event that the dispute is not resolved within 21 days of the commencement of the ADR reference, either party may then, but not earlier, commence proceedings in any court of competent jurisdiction.

28. Transfer

- 28.1. At the Permittee's request the Chief Executive may approve the transfer of this permit to another party.
- 28.2. The outgoing Permittee's responsibilities under the Permit do not cease until the date the transfer is effective. The date the transfer is effective will be the date as evidenced by the stamping of a transfer form by the duties office.
- 28.3. Condition 28.2 does not release the outgoing Permittee from liability in respect of the breach or non-observance of any covenants or conditions of this Permit, occurred prior to the date the transfer is effective.

29. Surrender

- 29.1. The Permittee may at any time during the term surrender the Permit by giving thirty (30) Business Days notice in writing. Each party must do all acts and things necessary to affect the surrender.
- 29.2. The Plantation Licensee reserves the right to retain the whole of the first year's permit fees should surrender of the Permit be effected within twelve (12) months of the commencement date of the Permit.

30. Severability

If any part of the Permit is found to be void, illegal or unenforceable, that part will be severed leaving the other provisions to continue in full force and effect provided that such severance shall not prejudice or oppose the intent of the Permit

31. Variation

- 31.1. The Permit shall not be varied in any way except with the written agreement of the parties.
- 31.2. This Permit may be suspended, amended or cancelled in accordance with the Act and does not limit the powers of the Chief Executive under the Act.

32. Waiver

- 32.1. The failure, delay or omission by either party to exercise any power or right conferred on the party by the Permit shall not operate as a waiver of a power or right, nor shall any single exercise of any power or right preclude any other or future exercise of the power, or the exercise of any other power or right under the Permit.
- 32.2. A waiver of any provision of the Permit, or consent to any departure by a party from any provision of the Permit, must be in writing and signed by all parties and is effective only to the extent for which it is given.

33. Governing law

The Permit will be governed and construed in accordance with the law for the time being in force in the State of Queensland and the parties, by accepting this Permit, will be deemed to have submitted to the non-exclusive jurisdiction of the courts of the State of Queensland.

34. Compliance with laws and directions

- 34.1. The Permittee shall comply with all relevant State and Commonwealth legislation, including, but not limited to the *Aboriginal Cultural Heritage Act 2003*, *Workers Compensation and Rehabilitation Act 2003* and the *Work Health & Safety Act 2011* and associated regulations, standards and codes of practice.
- 34.2. The Permittee must ensure that the use and development of the Permit Area conforms to the Planning Scheme, Local Laws and requirements of the local government authority, binding on the Permittee.
- 34.3. The Permittee and each of the Permittee's servants, agents, licensees, contractors, subcontractors and others authorised by the Permittee shall at all times comply with any lawful direction given by the Plantation Licensee or representative and obey all signs and notices when in the State Plantation Forest.

35. Provision of information and annual compliance report

- 35.1. The Permittee must give the Chief Executive, information about the Permit, including compliance, when requested.
- 35.2. Without limiting clause 35.1, the Permittee must give the Chief Executive a report prior to each anniversary of the Commencement Date and, in the case of the final year of the Term, not later than one month prior to the Expiry Date a report which sets out:
 - (a) the work undertaken on pest management and control for the preceding 12 months;
 - (b) the condition of the fences, gates and cattle grids and identifies on a map locations where maintenance work has been undertaken in the preceding 12 months;
 - (c) the areas grazed;

- (d) any issues or concerns the Permittee has regarding the Permit Area or the Permittees grazing enterprise which they wish to bring to HQP's attention; and
- (e) such other information concerning the Permit, the Permit Area or the Permittee's grazing enterprise which the Chief Executive may request from time to time.

35.3. The Chief Executive may develop a form and provide the Permittee with maps to assist the Permittee providing a report under condition 35.2.

36. Native Title

35.1 Subject to the Native Title Act 1993 (Cth) a native title determination may be made over the State Forest containing the Permit Area. If a native title determination is made over part or all of the Permit Area, then this Permit is void from the date of the determination, unless provided otherwise in the determination, and the Permittee will need to apply for a new permit, consistent with the native title determination.

35.2 No compensation is payable for any impacts a native title determination may have on the Authority Holder, regardless of whether or not a new authority is granted.

37. Notices

37.1. Notices in writing to either party for the purpose of service of documents under the Permit may be delivered by prepaid postage, by hand or by email to each of the parties at the address stated below or any substitute address as may have been notified in writing by the relevant addressee from time to time.

37.2. Notice shall be deemed to be duly served:

- (a) in the case of posting, five Business Days after deposit in the mail with postage paid;
- (b) in the case of delivery in person, when delivered by hand; or
- (c) in the case of email, if sent by email before 5.00pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt, unless the sender's server indicates a malfunction or error in transmission or the recipient immediately notifies the sender of an incomplete transmission.

37.3. A party may at any time change its address, postal address or email address by giving written notice to the other party.

37.4. The addresses of each party are:

The Chief Executive	HQPlantations Pty Ltd
Postal:	c/o Post Office BEERBURRUM QLD 4517
Physical:	Red Road BEERBURRUM QLD 4517
Email:	Julie.Langridge@hqplantations.com.au
Telephone:	(07) 5438 6645

The Permittee

Postal:

Physical:

Email:

Telephone:

38. Counterparts

The Permit may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.

39. Entire grant

The Permit constitutes the entire grant. Any prior arrangements, agreements, warranties, representations or undertakings (either written or oral) are superseded.

40. Special conditions

40.1. The Permittee must comply with the special conditions set out in Schedule B.

40.2. If there is any inconsistency between the special conditions in Schedule B and conditions 1 to 40 of this Permit the special conditions will apply, to the extent of the inconsistency.

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SCHEDULE A:

The Permit Area

HQP Description	Area	Lot on Plan

As defined in the attached map

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SCHEDULE B

Special Conditions

1. Within 30 days of the Commencement Date, the Permittee must provide a map of the Permit Area showing all existing gates and fences on the boundary and within the Permit Area. The map must include the type of each gate (e.g. steel or wire) and indicate whether the gate is clearly marked so it is not a risk to users,
2. Cattle are not permitted on the Permit Area until the Permittee has fully inspected and ensured that boundary fencing and gates are of a standard high enough to securely and reliably contain livestock. New external boundary fencing must meet the following requirements unless otherwise agreed by HQP representative:
 - (a) the fencing must:
 - i. be 4 strand barbed wire evenly spaced;
 - ii. with round steel posts > 70mm in diameter or wood posts > 200mm in diameter every 100 metre intervals;
 - iii. 1.3 metres in height;
 - iv. (iv) with strainer posts either wood >350 mm or steel >90 mm diameter on corners, bends and gates with effective unlocked swinging gates;
 - v. (v) with steel pickets or split hardwood posts at 6 metre intervals;
 - (b) wire must not be attached to living trees (that is, trees must not be used as fence posts);
 - (c) gates must be installed at the locations designated in the attached Fencing Plan; and
 - (d) gate openings must be 4.5 metres wide, internal gate openings must be a minimum of 3.6 metres wide.
3. In addition, clearing for construction of the fence line must be no wider than 6 metres and there must be vehicle access along at least one side of the fence of a least 3 metres wide unless approved by HQP representative. Cattle grids or unlocked gates must be installed across all road access lines including all fire trails and no unauthorised placement of locks on gates.
4. If the fencing and other works required under Special Conditions 1 and 2 have not been completed to HQP satisfaction by [insert date], the Permittee will be deemed to be in default for the purposes of general condition 21 of this Permit and the Chief Executive may issue a show cause notice under that clause as to why this Permit should not be terminated.

Any sub leasing or agistment of the Permit Area or any part thereof without the Plantation Licensee's prior written consent is not permitted. The Plantation Licensee may grant or withhold its consent in its sole discretion.
5. If requested, the Permittee must set up automatic direct debit for payment of the permit fees.

SCHEDULE C

Pest Management Plan

1. Purpose

The purpose of this Plan is to set out how Declared Pests are to be controlled and managed on the Permit Area.

2. Known pests

The Permit Area and the surrounding area are known to have, or had, the following Declared Pests:

- Giants' rats tail (GRT)
- Parthenium
- Annual Ragweed; and
- Groundsel
-

3. Treatment of Declared Pests in the Permit Area

The following table sets out the required treatment of known pests

Pest	Treatment required	Frequency	Responsible
GRT	Spot spraying with a chemical approved by the Chief Executive <ul style="list-style-type: none">• 20m buffer on external boundary	Annually, in Spring/Summer	Permittee
Parthenium	Hand pull small infestations. Spot spray larger infestations.	Annually	Permittee
Annual Ragweed	Hand pull small infestations. Spot spray larger infestations.	Annually	Permittee
Groundsel	Spot spraying with Glyphosate any plants that appear	Spring - summer, (prior to April)	Permittee

4. New infestations

The Permittee must notify the Plantation Licensee of any new pest infestations found. The Plantation Licensee will agree on control measures for any new plant and animal infestations. The Permittee must obtain the Plantation Licensee's permission under general condition 10.5 before undertaking treatment.

5. Licences

The Permittee must hold current applicable licences for any pest control activity undertaken on the Permit Area.

6. Recording of pest management activities

All pest management activities conducted on the Permit Area by the Permittee must be monitored and recorded by the Permittee, including date, timing, weather and if relevant pesticide method and usage. These records are to be forwarded to the relevant HQP representative annually (at a minimum). Areas of weed management are to be marked on a map, with a record of: mixture rates, volumes used and application dates.

7. Chemical Management Safety

Any agricultural chemicals used for the purposes of pest management must be used in accordance with requirements under ACDC Act and relevant labels. Chemicals and associated packaging must not be stored or left on the Permit Area. The Permittee is to ensure that they do not transport pest weeds or seeds into the Permit Area (e.g. Holding periods for new cattle, vehicle washdowns).

8. The Plantation Licensee will monitor the Permit Area and advise the Permittee of any new pest infestations to be controlled by the permittee.

9. The Plantation Licensee may undertake pest treatment on the Permit Area and will inform the Permittee when chemicals that may incur a withholding period are intended to be used. This may occur during the term of the Permit.

10. This Plan will be reviewed periodically but may be amended at any point in time to reflect changes in legislation or the Plantation Licensee's policy. The Plantation Licensee will consult with the Permittee before making any changes. The permittee's pest management plan is to be co-ordinated with the relevant HQP representative.

The Chief Executive grants this Permit subject to the terms and conditions of the Permit.

Signed by a duly authorised officer of the
Plantation Licensee on behalf of the Chief
Executive:

Signature of authorised officer

Full name of authorised officer

Date

ACCEPTANCE

The Permittee has read this Permit (inclusive of the schedules) and accepts the terms and conditions of this Permit.

[#Signing clause where Permittee is a company]

Signed by **[#name of Permittee]** **[#ABN]** in
accordance with section 127 of the Corporations
Act:

Signature of director

Signature of director/company secretary

Full name of director

Full name of director/company secretary

Date

[#Signing clause where permittee is an individual]

Signed by **[#full name of permittee]** **[#ABN]**:

Signature of Permittee

Date