



Permit

Marine Parks Act 2004

PERMIT NO. **QS2018/MAN411**

TERM OF PERMISSION:

17 February 2018 to 16 February 2024

THIS PERMISSION IS GRANTED TO:

Permit Holder: The Sea School Proprietary Limited
t/a Blue Peter

ABN: 168 709 251

Place of Business: 933 Reckumpilla Street
Mount Alford QLD 4310

for use and entry of **Moreton Bay Marine Park**

in accordance with the details as stated in Part A, and subject to the conditions stated in Part B.

Signed: *Roslyn Howie*

Date: *18/4/18*

Roslyn Howie
Delegate of the Chief Executive
Department of Environment and Science

Part A:

LOCATION TO WHICH THIS PERMISSION APPLIES:

All general use, habitat protection, conservation park and marine national park zones

(Excluding access to tidal land included within Moreton Island Recreation Area, Bribie Island Recreation Area, and Minjerribah Recreation Area)

PURPOSE OF USE OR ENTRY AUTHORISED BY THIS PERMISSION:

Tourism program, involving:

- Swimming and snorkelling (excluding Harry Atkinson Artificial Reef)
- Non-motorised water sports
- Boat cruises
- Fishing (excluding marine national park zones)

Note: This permission does not authorise the conduct of a commercial whale watching program in the marine park.

Part B:

CONDITIONS OF PERMISSION:

1. Conduct of tourist program

(a) Activities described in the ‘purpose of use and entry’ of this permit must only take place in the locations described in ‘Part A’ of this permit.

(b) The tourist program must be conducted in accordance with marine park permit application received 18 December 2017.

2. Approval of vessel(s) / non-motorised equipment to be used

(a) The following vessel(s) are authorised to be used under this permission:

Registered name:	Osprey
Australian Maritime Safety Authorisation Registration:	N/A
Maximum passengers:	7

Registered name:	Curlew
Australian Maritime Safety Authorisation Registration:	N/A
Maximum passengers:	6

Registered name:	Sandpiper
Australian Maritime Safety Authorisation Registration:	N/A
Maximum passengers:	6

Registered name:	Wimbrel
Australian Maritime Safety Authorisation Registration:	N/A
Maximum passengers:	6

Registered name:	Godwit
Australian Maritime Safety Authorisation Registration:	N/A
Maximum passengers:	6

Registered name:	Pelican
Australian Maritime Safety Authorisation Registration:	N/A
Maximum passengers:	6

(b) The following non-motorised equipment are authorised to be used under this permission:

- 10 Kayaks

(c) Where the permit holder wishes to use a different vessel(s)/non-motorised equipment in substitution for a vessel(s)/non-motorised equipment nominated in paragraph (a) and (b) above,

details of the proposed vessel(s)/non-motorised equipment must be provided in writing to the Chief Executive for approval.

(d) Vessel(s)/non-motorised equipment other than those nominated in paragraph (a) and (b) must not be used this permission without written permission of the Chief Executive.

3. Data returns

(a) Returns must be submitted at three monthly intervals using the record sheets supplied and provide the following information:

For tourism programs and/or skippered vessel charter:

- (i) the places anchored, fished, beached and/or moored at on each trip;
- (ii) the type of activities undertaken at each location; and
- (iii) the number of persons participating in the tourism program each trip.

(b) The returns must be lodged with the Administration Officer, Assessment and Approvals, Department of Environment and Science at:

- southernpermitsteam@des.qld.gov.au

no later than 5.00pm on the 14th day of April, July, October, and January for the preceding three months (for the quarterly return). A nil return must be submitted when no educational program activities were undertaken during the return period.

7. Rubbish disposal facilities

The Permit Holder must have a means to store rubbish generated from the permitted activities.

8. Use of artificial reef areas

Snorkelling is permitted within all artificial reef areas except Harry Atkinson Reef.

9. Insurance

(a) For the Term of this Permit, the Permit Holder must take out and maintain the following insurances:

- (i) where required by law, insurance under the *Workers' Compensation and Rehabilitation Act 2003*, or its equivalent under another jurisdiction with the consent of the Chief Executive; and
- (ii) where not covered under the above sub-clause (a)(i), accident insurance sufficient to cover workers, volunteers and eligible persons (as defined under the *Workers' Compensation and Rehabilitation Act 2003*) with the consent of the Chief Executive; and
- (iii) a public liability insurance policy for not less than \$20 million on a claims occurring basis in respect of the death of, or injury to persons, or loss or damage to property; and
- (iv) any other insurances as reasonably required by the Chief Executive.

(b) The Permit Holder must ensure that the insurance policies required under this cause are with:

- (i) an insurer who is:

- a. authorised under the *Insurance Act 1973 (Cth)*;
 - b. registered with the Australian Prudential Regulation Authority as an authorised insurer; and
 - c. has a Standard & Poor's rating of no less than A-; or
- (ii) if the Permit Holder is globally insured, another insurer with the written approval of the Chief Executive.
- (c) The Permit Holder must ensure that in relation to the insurance interests under this clause, insurance policies are effected to cover all invitees, employees, contractors, agents, members or clients of the Permit Holder and (where possible) name the State as interested party.
- (d) Before undertaking any activities on the Relevant Area, the Permit Holder must have in place all insurances required by this clause.
- (e) In any circumstance where the insurances required under this Permit are cancelled, altered or expire before the expiry date of this Permit, the Permit Holder must cease all activities on the Relevant Area until such times as alternative insurance policies that comply with the requirements of this clause have been obtained.
- (f) The Permit Holder must provide copies of certificates of currency for the insurances required under this clause if requested by the Chief Executive, acting reasonably.
- (g) If the Permit Holder is an individual or sole trader, then clause (a)(i) is satisfied if the Permit Holder maintains:
- (i) personal accident insurance covering all medical treatment, hospitalisation and medical expenses; and
 - (ii) income protection insurance; and
 - (iii) death and disability insurance;
- equivalent to the coverage and entitlements provided to employees under the statutory provisions of the *Workers' Compensation and Rehabilitation Act 2003 (Qld)*.
- (h) Where the Permit Holder –
- (i) is a Commonwealth, State or Territory government department, agency or statutory body; and
 - (ii) is a self-insurer; and
 - (iii) has provided the Chief Executive with a certificate from an appropriately authorised officer to that effect,
- the Permit Holder is deemed to have complied with this clause.
- (i) If the Permit Holder breaches its obligations under this clause, the Chief Executive may immediately cancel this Permit by written notice to the Permit Holder.

10. Compliance with laws

The Permit Holder must, at its own expense, punctually comply with all statutes, ordinances, local laws, regulations or rules in force at the time, which applies to the Relevant Area and adjoining land and/or the Permit Holder's use of the Relevant Area and adjoining land.

11. Permit Holder's Authority

The Permit Holder must have the power, authority and ability to be issued this Permit and must perform its obligations under this Permit with all due skill, care and diligence.

12. Indemnity

(a) The Permit Holder:

- (i) indemnifies; and
- (ii) releases and discharges

the State (including its Representatives) from and against all actions, proceedings, claims, demands, costs, losses, damages, liability and expenses which may be brought against, or made upon the State (or any Representative) or which the State (or any Representative) may pay, sustain, or be put to by reason of, or in consequence of, or in connection with this Permit and the occupation and use of the Relevant Area by the Permit Holder, except to the extent of any negligent act of the State (or any Representative).

(b) The Permit Holder must notify the Chief Executive in writing of any death, injury, loss or damage immediately upon the Permit Holder becoming aware of such death, injury, loss or damage.

(c) If the Permit Holder breaches its obligations under sub-clauses (a) and (b), the Chief Executive may give notice to the Permit Holder stating the breach and if the breach is not remedied in accordance with the timeframe set out in that notice, the Chief Executive may immediately cancel this Permit by written notice to the Permit Holder.

13. No liability for consequential or indirect loss

The State and its Representatives will not in any circumstances (including for negligence) be liable for any loss of revenue, loss of profit, loss of anticipated savings or business, loss of opportunity (including opportunity to enter into or complete arrangements with third parties), loss of data or goodwill, loss of reputation, or any indirect or consequential loss, whether arising in contract, tort (including negligence) or otherwise, in connection with this Permit.

14. No Warranty and Risk

(a) The Chief Executive does not warrant that the Relevant Area is free from defect or that it is safe, fit, suitable or adequate for the Approved Activities. To the full extent permitted by law, all warranties as to fitness, suitability and adequacy implied by law are expressly negated.

(b) The Permit Holder uses the Relevant Area entirely at its own risk and must first check the Relevant Area to ensure that it is suitable for the Approved Activities under his Permit before undertaking any Approved Activities.

