



DEW Reference Number: DEW22-009

Your Reference number: 13861227

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Street
Adelaide

GPO Box 1047
Adelaide SA 5001
Australia

Ph: +61 8463 6625

www.environment.sa.gov.au

6 - Documents affecting personal
affairs

RE: FREEDOM OF INFORMATION APPLICATION

I refer to your application pursuant to the *Freedom of Information Act 1991* (the FOI Act) received by the Department for Environment and Water (DEW) on 24 March 2022, seeking access to:

"a copy of the Mooring lease agreement for the Ral Ral creek houseboat mooring site operated by Renmark Paringa Council."

Timeline: between 1/07/2021 to 24/03/2022

As the agency did not determine the application within 30 days of receiving it, by the operation of section 19(2)(b) of the FOI Act, the agency is taken to have determined the application by refusing access. Section 19(2a) of the FOI Act provides that an agency may give access to a document on an application after the period within which it was required to deal with the application (and any such determination is to be taken to have been made under this Act).

DETERMINATION

Searches of the department's records have found 3 documents held by this agency within scope of your request.

As an Accredited FOI Officer, I have determined to grant you full access to the 3 documents.

The determination will be provided to you electronically.

In accordance with [PC045 – Disclosure logs for Non-personal information](#) once a determination has been provided, the agency is required to make available on our website information and documents that have been disclosed. Information will be published online at <http://www.environment.sa.gov.au/about-us/freedom-of-information/foi-disclosure-log>.

FEES AND CHARGES

There will be no further charges to process this application.

YOUR APPEAL RIGHTS

Should an FOI applicant believe an agency has failed to identify all of the documents within the scope of their FOI application, they can make a complaint to the Ombudsman under the Ombudsman Act 1972. Attachment 3 of this determination outlines this process. You can also visit: www.ombudsman.sa.gov.au for more information.

If you have any queries in relation to the above please contact the Freedom of Information team on telephone (08) 8463 6625 or email DEW.FOI@sa.gov.au.

Yours sincerely



VIRGINIA FISHER

Accredited Freedom of Information Officer, Department for Environment and Water

21 / 09 / 2022

Encl: 1. Document Schedule
 2. Release documents
 3. Sufficiency of Search – Factsheet – Ombudsman SA

**Application DEW22-009****6 -***Scope: "I require a copy of the Mooring lease agreement for the Ral Ral creek houseboat mooring site operated by Renmark Paringa Council."**Timeline: between 1/07/2021 to 24/03/2022*

Document Number	Date	Author	Page number	No of pages	Document Description	Determination
1	16/01/2017	Department of Environment, Water and Natural Resources	1	10	Licence to use Crown land - Licence number OL019679	Full access
2	1/02/2021	Department of Environment, Water and Natural Resources	11	1	Invoice ID TAB21236762	Full access
3	1/02/2022	Department of Environment, Water and Natural Resources	12	1	Invoice ID TAB22243196	Full access



**Government
of South Australia**

DEPARTMENT OF ENVIRONMENT WATER AND NATURAL RESOURCES

LICENCE TO USE CROWN LAND

Issued pursuant to Sections 46 and 48 of the *Crown Land Management Act 2009*

LICENCE NUMBER	OL019679
LICENSEE NAME	Renmark Paringa Council
LICENSEE ADDRESS	PO Box 730 Renmark SA 5341
LICENCE FEE	\$23,500.00 GST Incl.
DESCRIPTION OF LICENSED AREA	A portion of section 968 Out of Hundreds (Renmark) comprised in Crown Record Volume 5261 Folio 522 and the whole of allotment 608 in DP24267 as comprised in Crown Record Volume 5763 Folio 694 as shown in the Annexure(s).
PURPOSE FOR WHICH LICENCE IS ISSUED	GROUP/COMMERCIAL HOUSEBOAT MOORING
NUMBER OF HOUSEBOATS	47
COMMENCEMENT DATE	1 February 2016
EXPIRY DATE	31 January 2017
ISSUED SUBJECT TO	The terms and conditions attached.
TIED INSEPARABLY TO	CT5261/522 described as Allotment 902 DP27497 OH (Renmark)


Christine Fiebig

Regional Manager (Berri) Customer Service & Programs

DELEGATE FOR MINISTER FOR SUSTAINABILITY, ENVIRONMENT AND CONSERVATION
Department of Environment, Water and Natural Resources

16-1-17
Date

Contents

1. Definitions	3
2. The Licence	3
3. Term	3
4. Fees	3
5. Restrictions on Access and Use	3
6. Statutory compliance	4
7. Insurance and Approvals	5
8. Release	5
9. Indemnification.....	5
10. Transfer or otherwise dealing with the licence	5
11. Minister to access land.....	5
12. Cancellation	5
13. Obligations at the end of the licence	5
14. Licence Map.....	6

Group/Commercial Houseboat Mooring Terms and Conditions (Crown Land)

1. Definitions

In this Licence, unless otherwise provided:

- 1.1. *"Licence"* means this licence and a reference to this Licence is a reference to this Licence as varied from time to time.
- 1.2. *"Licensee"* means the person or persons specified on page 1 of this Licence and includes agents, contractors, employees, officers or invitees of the Licensee.
- 1.3. *"Licensed Area"* means the area described as *"description of licensed area"* on page 1 of this Licence.
- 1.4. *"Licence Fees"* has the meaning defined in clause 4 of this Licence.
- 1.5. *"Licensing Officer"* means a DEWNR representative from Crown Lands Unit Berri, Ph 8595 2105
- 1.6. *"Permitted Use"* means for group/commercial houseboat mooring as outlined on this Licence.
- 1.7. *"Term"* has the meaning as defined in clause 3 of this Licence.

2. The Licence

- 2.1. The Minister grants to the Licensee a non-exclusive licence to use the Licensed Area for the Permitted Use for the duration of the Licence Term on the terms and conditions set out in this Licence.
- 2.2. This Licence is not a title, nor does it convey any rights of ownership or any other proprietary interest in the Licensed Area. The Licence confers a right to enter and use the Licensed Area for the Permitted Use.
- 2.3. The Licence does not grant an exclusive right to the Licensed Area and members of the public may access the Licensed Area (subject to any prohibition or restriction on public access to the Licensed Area imposed by the Minister).
- 2.4. The Minister may at any time, by written notice, vary the terms and conditions of this Licence.

3. Term

- 3.1. The Licence shall be for a period of 12 months commencing on the date of issue of this Licence or date of renewal of the Licence (as the case may be), unless earlier cancelled.
- 3.2. If the Licence is renewed, the Licence will be subject to the Licence Fees and on the terms and conditions of this Licence including any variations made by the Minister.

4. Fees

- 4.1. The Licence Fees will be:
 - a) as fixed by the Minister from time to time; and
 - b) as prescribed by regulations.
- 4.2. The Licensee must pay all fees with respect to the Licence as they fall due.
- 4.3. The Licensee is responsible for payment of any separately raised rates, fees or taxes associated with the licensed area.

5. Restrictions on Access and Use

- 5.1. The Licensee must not use the Licensed Area for any purpose other than the Permitted Use.
- 5.2. The Licence number must be clearly displayed at the Site of the Permitted Use.
 - a) The Licensee is to affix an identification plate, displaying the licence number to the houseboat at least sixty centimetres (60cm) above normal water level in numerals at least eight centimetres (8cm) high.
 - b) The identification plate is to be positioned so that the face of the plate can be readily seen from the land and water.
- 5.3. The houseboat subject to this licence is not to be used for permanent habitation.

- 5.4. The Licensee is not permitted to secure a houseboat to any tree or fixture on Crown land, other than by mooring pole.
- 5.5. The licensee is authorised to moor a maximum of 47 houseboats.
- 5.6. Subject to the terms of this Licence, the Licensee must not without the prior written consent of the Minister:
 - a) cultivate the Licensed Area or cause or permit animals to enter or remain on the Licensed Area;
 - b) drive a motor vehicle on the Licensed Area, other than on an established road or track;
 - c) damage or remove fossils from the Licensed Area;
 - d) excavate or otherwise damage or interfere with the Licensed Area;
 - e) cut down, remove branches from or otherwise damage any tree or bush (whether alive or dead) on the Licensed Area;
 - f) make any alteration or addition to the Licensed Area including (without limitation) erect or install any structure, fixture, plant or equipment;
 - g) abandon property of the Licensed Area; or
 - h) close or obstruct (whether by fences, gates or by any other means) a road or track on the Licensed Area.
- 5.7. The Licensee must at their own expense:
 - a) maintain the Licensed Area, including all improvements on the Licensed Area in a good, neat and tidy state of repair and condition (fair wear and tear excepted) free from refuse and debris during the Term of this Licence;
 - b) take all reasonable measures to keep the Licensed Area free from vertebrate pests, pest plants and disease and shall not permit the Licensed Area to be or become in any insanitary or unhygienic condition;
 - c) not foul or pollute any water in a creek, river, well, dam reservoir or lake in the Licensed Area; and
 - d) promptly make good any damage caused to the Licensed Area by the Licensee.
- 5.8. Subject to the terms of this Licence, the Licensee must not without the prior written consent of the Minister bring or permit any person to bring onto the Licensed Area, any dangerous, noxious, toxic, hazardous, volatile, inflammable or explosive substances or any environmentally hazardous chemical or substance.
- 5.9. The Licensee must:
 - a) take all reasonable precautions against the occurrence of fire in or about the Licensed Area; and
 - b) comply with all reasonable directions of the Minister or a person with relevant authority with respect to fire safety.
- 5.10. The Licensee acknowledges that the Minister may prohibit or restrict access to the Licensed Area for any reasonable purpose and the Licensee will have no right or claim against the Crown in the right of the State of South Australia in respect of any such closure.
- 5.11. The Licensee must comply with any prohibition or restriction on access to the Licensed Area imposed by the Minister.
- 5.12. If the Licensee becomes aware of a risk to public safety in the Licensed Area, the Licensee must immediately notify the Licensing Officer.

6. Statutory compliance

- 6.1. The Licensee must at all times during the Term of the Licence, comply with the requirements of all statutes, regulations, by-laws, ordinances, rules or other forms of statutory instruments or delegated legislation applicable to the Licensed Area or to the entry to and use of the Licensed Area by the Licensee including (without limitation) the *Crown Land Management Act 2009*.
- 6.2. The Licensee must not take water from the River Murray or other prescribed water resource without the authorisation(s) required by the *Natural Resources Management Act 2004*.

7. Insurance and Approvals

- 7.1. The Licensee must maintain public liability insurance for the Term of the Licence and such insurance must be equal to or greater than ten million dollars or such other amount as the Minister may require from time to time.
- 7.2. The Minister may at any time require the Licensee to provide proof to the Minister's satisfaction that the public liability insurance policy or any approval necessary for the Permitted Use has been effected and maintained.
- 7.3. Without limiting the Licensee's obligations under this Licence, the Licensee must at their own expense obtain and maintain during the Term of the Licence all approvals necessary for the Permitted Use.

8. Release

- 8.1. The Licensee enters and uses the Licensed Area at their sole risk in all things and the Licensee releases to the full extent permitted by law the Crown in the right of the State of South Australia in the absence of any default or neglect on the part of the Crown from any claims and demands of every kind resulting from the entry to and/or use of the Licensed Area by the Licensee.

9. Indemnification

- 9.1. The Licensee shall indemnify the Crown in the right of the State of South Australia from and against all actions, suits, claims and demands made against the Crown arising from or out of or in connection with the entry to and/or use of the Licensed Area by the Licensee except where loss arises as a result of default or neglect by the Crown in the right of the State of South Australia.

10. Transfer or otherwise dealing with the licence

- 10.1. The Licensee must not assign, transfer or otherwise deal with the Licence without the consent of the Minister.

11. Minister to access land

- 11.1. The Minister and any officer, employee, agent or contractor of the Minister may enter upon the Licensed Area or any part of it at any time for any reasonable purpose.

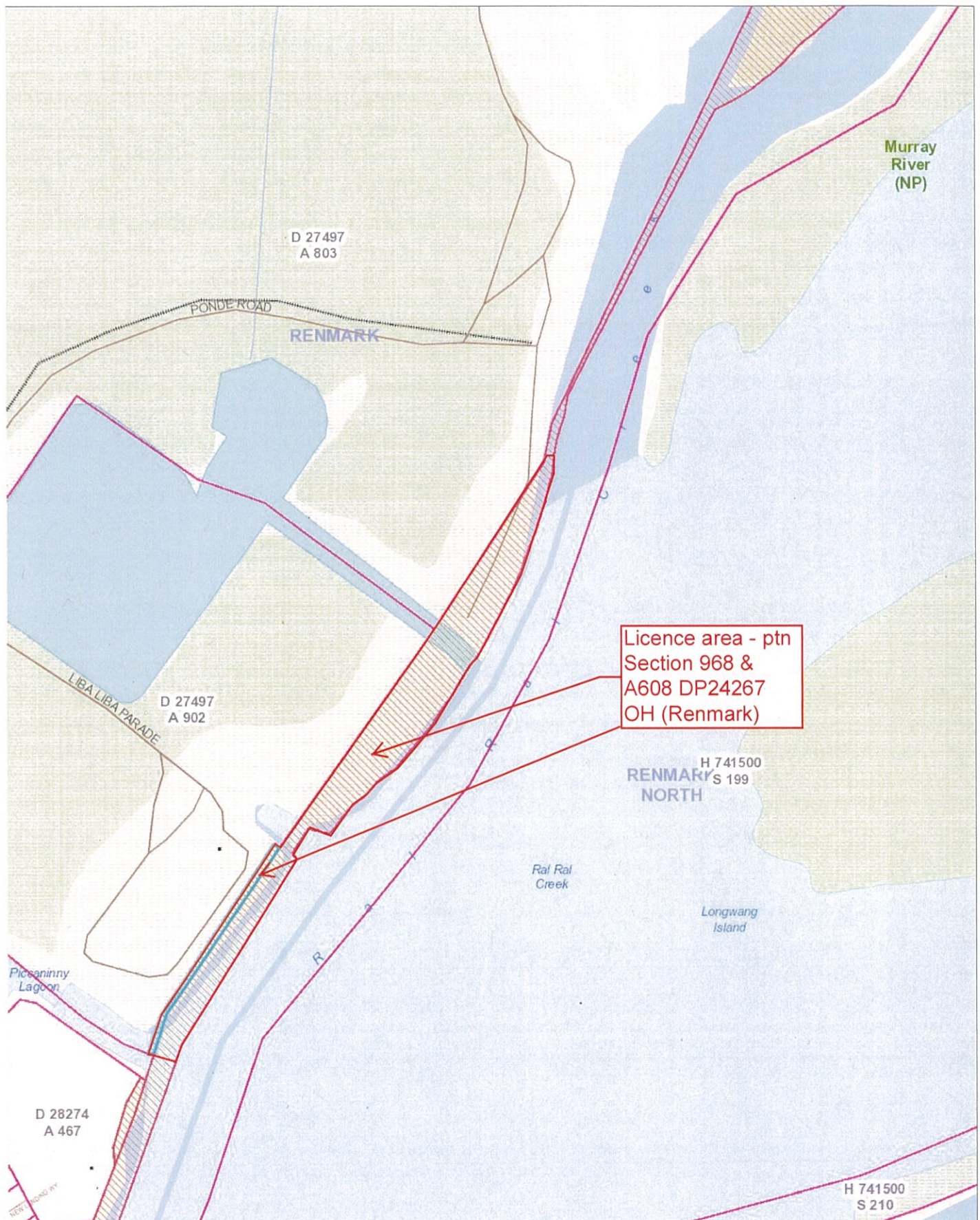
12. Cancellation

- 12.1. The Licensee may cancel this Licence by providing 1 month's written notice to the Minister.
- 12.2. The Minister may cancel this Licence:
 - a) if a condition of the licence has been breached - by notice in writing to the Licensee; or
 - b) if any other case – by no less than 1 month's notice in writing to the Licensee.
- 12.3. The Licensee will have no right or claim against the Crown in the right of the State of South Australia arising out of or in connection with the exercise of the power of cancellation.

13. Obligations at the end of the licence

- 13.1. The Licensee must, at their own expense, upon the expiration or earlier cancellation of this Licence vacate the Licensed Area and leave the area in good and substantial repair, order and condition in all respects as shall be consistent with the entitlements and obligations in this Licence.
- 13.2. The Licensee must within 30 days remove from the Licensed Area their plant, equipment, chattels, goods and effects including (without limitation)

OL019679



Map data is compiled from a variety of sources and hence its accuracy is variable.

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Compiled: 9-Jan-2017
Generated at: <http://maps.env.sa.gov.au>
Datum: Geocentric Datum of Australia, 1994
Projection: Web Mercator (Auxiliary Sphere)



Government of South Australia
Department of Environment,
Water and Natural Resources

Provisions of the *Crown Land Management Act 2009*

Including but not limited to, the following provisions of the *Crown Land Management Act 2009* will apply to the licensed land.

Part 3—Dealing with Crown land

Division 6—Licences

45—Application of Division to pastoral land

This Division applies in relation to land subject to a pastoral lease as if it were Crown land.

46—Minister may grant licences

The Minister may grant licences in relation to Crown land.

47—Interaction between Division and licence

The powers of the Minister under this Division in relation to a licence are in addition to, and do not derogate from, the provisions of the licence but where a provision of the licence is inconsistent with this Act, the Act prevails to the extent of the inconsistency.

48—Minister to fix terms and conditions

- (1) Subject to this Act, the terms and conditions on which licences will be granted or renewed under this Act (including the licence fees payable under licences) will be as fixed by the Minister.
- (2) A licence (other than a licence granted to a Crown agency) may not be granted or renewed under this Act for a term exceeding 10 years.
- (3) In determining the licence fees payable under a licence, the Minister must not take into account the value of any work carried out by the licensee in relation to the land or any other improvements on the land that do not belong to the Crown.
- (4) The Minister may at any time, by written notice to the licensee, vary the terms and conditions of a licence (including the licence fees payable under the licence).
- (5) The regulations may fix a date for the payment of licence fees under licences generally or under licences of a specified class (and such a regulation has effect despite any provision to the contrary contained in a licence to which the regulation applies).

49—Waiver of conditions etc

Despite any other provision of this Act or a provision contained in a licence, the Minister may, if satisfied that it would be reasonable in the circumstances—

- (a) waive a breach of, or compliance with, a condition of a licence unconditionally or subject to conditions; or
- (b) waive, reduce or remit any licence fees payable under a licence or may allow any licence fee, or part of a licence fee, to be paid at a time other than that fixed by regulation in accordance with section 48 or specified in the licence.

50—Dealing with licence

- (1) A licence granted under this Act cannot be transferred or otherwise dealt with without the consent of the Minister.

(2) If the licensee transfers the licence—

- (a) all accrued and accruing liabilities to the Crown pass to the transferee; and
- (b) any such liabilities that had accrued before the date of the transfer may be enforced against the transferor (who will be regarded as jointly and severally liable with the transferee).

51—Cancellation of licences

(1) The Minister may cancel a licence—

- (a) if a condition of the licence has been breached—by notice in writing to the licensee; or
- (b) in any other case—by not less than 1 month's notice in writing to the licensee.

(2) Subject to the regulations, no compensation is payable by the Crown in respect of the cancellation of a licence under this section.

52—Renewal of licence without application or on late application

(1) If, on the expiry of a licence under this Act, the licensee continues to exercise rights under the licence as if the licence were still in force, the Minister may, of his or her own initiative and without application by the licensee, renew the licence for a term of 12 months or for such other term as the Minister, by written notice, advises the licensee (and the conditions fixed by the Minister in relation to the renewed licence, including any conditions relating to licence fees, apply to the licensee as if the renewal had been made on the application of the licensee).

(2) The Minister may renew a licence on a late application despite the fact that the licence has expired.

(3) A licence renewed under this section has effect from the end of the term for which the licence was previously granted or renewed.

53—Exemption from stamp duty

The grant or renewal of a licence under this Act is exempt from stamp duty.

54—Special provisions relating to Murray-Darling Basin and River Murray Protection Areas

(1) If a proposed licence or renewal of a licence relates to an area within the Murray-Darling Basin, the Minister must, in considering whether to grant or renew the licence, take into account the objects of the *River Murray Act 2003* and the *Objectives for a Healthy River Murray* under that Act.

(2) If a proposed licence or renewal of a licence relates to a River Murray Protection Area under the *River Murray Act 2003* and is within a class of licences prescribed by the regulations for the purposes of this provision (which class may be prescribed so as to consist of all such licences), the Minister must, before deciding whether to grant or renew the licence—

- (a) consult with the Minister to whom the administration of that Act is committed; and
- (b) comply with the Minister's directions (if any) in relation to the licence (including a direction that the licence not be granted or renewed, or that if it is granted or renewed, then the licence be subject to conditions specified by the Minister).

TAX INVOICE



Government of South Australia

Department of Environment,
Water and Natural Resources

Account Enquiries: Phone: 08 8204 9263 Fax: 08 8115 1256
 Email: DEWNRAR@sa.gov.au
 9:00am - 5:00pm ACST Mon - Fri
 Internet: www.environment.sa.gov.au

ABN : 36 702 093 234

GPO BOX 1047

Adelaide SA 5001

REMARK PARINGA COUNCIL
 PO BOX 730
 REMARK 5341

Customer ID 400034
 Invoice ID TAB21236762
 Date of Issue 01 Feb 2021
 Due Date 03 Mar 2021

DATE	PRODUCT	DESCRIPTION	QTY	GST EXCL \$	GST \$	GST INCL \$
01 Feb 21	410135	ORDINARY LICENCE	1	26,649.00	2,664.90	29,313.90
		CL LICENCE:OL019679				
		Crown Land Licence				
		HD REMARK I D D 24267 A 608+				
		FOR PERIOD: 22-Feb-2021 TO 21-Feb-2022				
		* PAYMENT FOR THIS ACCOUNT WILL RENEW				
		EACH AGREEMENT ON THE ORIGINAL TERMS				
		& CONDITIONS AMENDED FOR SUBSEQUENT				
		REGULATORY & GST CHANGES				
		For Enquiries Contact (08) 8595 2105				

GST TOTAL \$2,664.90
 INVOICE TOTAL \$29,313.90

PAYMENT METHODS



Bill Code: 72116
 Ref: 1524 8484 8515 20



Credit Card by Phone
 1300 550 908



EFT



Cheque

Telephone & Internet Banking – BPAY

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au

Payment Ref No:
 1524 8484 8515 20

BSB: 065-777
 Account No: 15200034
 (E) DEWNRRemit@sa.gov.au

Send Cheque and
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 GPO BOX 1047
 Adelaide SA 5001



PAYMENT SLIP – IF PAYING BY CHEQUE, PLEASE RETURN THIS SECTION WITH PAYMENT

TO: Department of Environment, Water and Natural Resources
 GPO BOX 1047
 Adelaide SA 5001

CUSTOMER ID : 400034
 AMOUNT OWING : \$29,313.90
 DATE OF ISSUE : 01 Feb 2021

To change your contact details please Phone: 08 8204 9263 or Email: DEWNRAR@sa.gov.au

TAX INVOICE

**Government of South Australia**Department of Environment,
Water and Natural Resources

Account Enquiries: Phone: 08 8204 9263 Fax: 08 8115 1256
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 9:00am - 5:00pm ACST Mon - Fri
 Internet: www.environment.sa.gov.au

ABN : 36 702 093 234

GPO BOX 1047

Adelaide SA 5001

RENMARK PARINGA COUNCIL
 PO BOX 730
 RENMARK 5341

Customer ID 400034
Invoice ID TAB22243196
Date of Issue 01 Feb 2022
Due Date 03 Mar 2022

DATE	PRODUCT	DESCRIPTION	QTY	GST EXCL \$	GST \$	GST INCL \$
01 Feb 22	410135	ORDINARY LICENCE	1	27,166.00	2,716.60	29,882.60
		CL LICENCE:OL019679				
		Crown Land Licence				
		HD RENMARK I D D 24267 A 608+				
		FOR PERIOD: 22-Feb-2022 TO 21-Feb-2023				
		* PAYMENT FOR THIS ACCOUNT WILL RENEW				
		EACH AGREEMENT ON THE ORIGINAL TERMS				
		& CONDITIONS AMENDED FOR SUBSEQUENT				
		REGULATORY & GST CHANGES				
		For Enquiries Contact (08) 8595 2105				

GST TOTAL \$2,716.60
INVOICE TOTAL \$29,882.60

PAYMENT METHODS

Billers Code: 72116
Ref: 1524 8484 8515 20



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1300 550 908

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www.bpay.com.au

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1524 8484 8515 20

BSB: 065-777
Account No: 15200034
(E) DEWNRRemit@sa.gov.au

Send Cheque and
 Payment Slip to:
 GPO BOX 1047
 Adelaide SA 5001

**PAYMENT SLIP – IF PAYING BY CHEQUE, PLEASE RETURN THIS SECTION WITH PAYMENT**

TO: Department of Environment, Water and Natural Resources
 GPO BOX 1047
 Adelaide SA 5001

CUSTOMER ID : 400034
AMOUNT OWING : \$29,882.60
DATE OF ISSUE : 01 Feb 2022

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