



# PASTORAL BOARD GUIDELINE

Approved date: 1 May 2024

Review date: As required

Contact: email: DEW.Pastoral@sa.gov.au

---

## Title

### Pastoral Board Guideline – Stock Proof Boundary Fencing

---

#### 1. Purpose and scope

- 1.1. The purpose of this Guideline is to provide a framework for the Pastoral Board to apply a consistent and transparent approach to lessees' compliance with boundary fencing obligations, and to clarify for pastoral lessees the Board's approach under the *Pastoral Land Management and Conservation Act 1989 (PLMC Act)* in relation to the pastoral lease condition requiring that boundary fencing be maintained in a stockproof condition.
- 1.2. This Guideline also identifies some other matters that may be relevant to pastoral land fencing, including:
  - 1.2.1. native title;
  - 1.2.2. obligations under the *Aboriginal Heritage Act 1988 (SA) (AH Act)*;
  - 1.2.3. native vegetation considerations; and
  - 1.2.4. other obligations relating to boundary fencing.
- 1.3. This Guideline is intended as guidance only, it does not bind the Pastoral Board, and should not be a substitute for pastoral lessees obtaining independent legal advice.

---

#### 2. Definitions used in this Guideline

- 2.1. **Stock:** Any species of animal permitted by the terms of a pastoral lease to be pastured by the lessee on the land as part of the commercial enterprise under the lease (PLMC Act, s 3).
- 2.2. **Stockproof fence:** A type of fence able to contain the particular type of stock that is being kept on the leased land, to prevent stock from straying or breaching the fence line in most circumstances.

---

#### 3. Fencing and the PLMC Act

- 3.1. The objects of the PLMC Act are to ensure that all pastoral land is well managed in order to maintain renewable resources and sustain yield, and to provide for the prevention of land degradation and the rehabilitation of land when damaged. This is reflected in the lessees 'duties' (PLMC Act, s 7): to conduct good land management practices, prevent degradation and to endeavour to improve the condition of the land.
- 3.2. Section 22(1)(b)(iv) of the PLMC Act provides that pastoral lease lessees must "*maintain existing fencing in a stockproof condition*" regardless of the approved use of the pastoral lease, e.g. pastoral or conservation purposes. This is a legal obligation regardless of the pastoral enterprise type (sheep, cattle or other approved stock species), stocking rates or land use (where there is approval to undertake a non-pastoral purpose). While this requirement applies to both internal and boundary fencing, these Guidelines relate specifically to boundary fencing.
- 3.3. The maintenance of fences in a stockproof condition to contain and control stock movement, is integral to lessees meeting their obligations under the PLMC Act. The Board also recognises

that uncontained stock can cause significant economic loss to the pastoral industry through disease spread, genetic mixing, wool contamination, mustering and handling costs, and infrastructure damage. Uncontained stock may also cause biosecurity issues and constitute a nuisance.

- 3.4. Under section 37 of the PLMC Act, the Pastoral Board may impose a fine of up to \$10,000 or cancel a pastoral lease if satisfied that a breach of a lease condition, such as the failure to maintain existing fencing in a stockproof condition, has occurred.

---

## 4. Pastoral Board guiding principles

### 4.1. General

- 4.1.1. The Pastoral Board recognises that the condition and maintenance of stockproof fencing, particularly for the external boundaries of pastoral leases, is critical to ensure effective stock management, and to prevent impacts on adjacent pastoral leases or other types of land tenure caused by straying stock.
- 4.1.2. The Board considers that the maintenance of fencing to a stockproof condition on pastoral lease boundaries should be a shared responsibility between adjoining leases.
- 4.1.3. The Board acknowledges that whether or not a fence is in a stockproof condition will depend on the stock being pastured on a particular pastoral lease (and any adjoining pastoral lease). The Board will consider a fence to be in a stockproof condition if it is a type of fence able to contain the particular type of stock that is being kept on the lease, and which prevents stock from straying or breaching the fence line in most circumstances.
- 4.1.4. The Board will consider that a lessee has maintained their fences in a stockproof condition if the lessee causes or enables the stockproof condition of the fences to continue, including by checking and repairing fences regularly.
- 4.1.5. The Pastoral Board has no role in relation to other fencing matters, including cost sharing arrangements. These matters are for lessees to resolve, and lessees should seek their own legal advice in relation to these matters. Information on general fencing matters including the need, costs, or nature of fence construction is available from the [Legal Services Commission](#).

### 4.2. Compliance responses

- 4.2.1. The Board's compliance response to fencing matters will be in accordance with the powers granted to the Board pursuant to the PLMC Act, and will be determined on a case by case basis, taking into account specific factors such as the impacts on neighbouring leases caused by straying stock, the location and extent of the fencing issue within a lease, the presence and degree of any land degradation caused by straying stock, and any other relevant factors.
- 4.2.2. As the requirement for stockproof fencing is a pastoral lease condition, the Board's primary compliance pathway in dealing with non-stock proof fencing matters is to act under section 37 (*Cancellation of lease or imposition of fine on breach of conditions*) of the PLMC Act.
- 4.2.3. In most cases the Board will provide an opportunity for a lessee to rectify a situation where fencing is not stockproof before considering imposing any fines or cancelling a lease under section 37 of the PLMC Act.
- 4.2.4. In some circumstances the Board may also consider action under section 43 (*Notices to destock or take other action*) or section 41 (*Property Plans*).
- 4.2.5. In determining whether or not a fence is stockproof, the Pastoral Board will consider



the relevant available evidence. This may include written material from lessees and other affected parties and photographic or video evidence from site inspections which exhibit the condition of the fence and/or signs of any stock incursion and detail actions that the involved parties have taken to date in attempt to remedy the situation.

- 4.2.6. Boundary fence maintenance arrangements between neighbouring lessees are a matter to be resolved between those neighbouring lessees, and are not a matter for the Pastoral Board.

---

## 5. Lessee Guidelines

- 5.1. The Board encourages neighbouring lessees to share the responsibility to maintain stockproof fencing on pastoral lease boundaries.
- 5.2. Any complaints about fencing that is not stockproof should be provided to the Pastoral Board in writing and contain sufficient detail including the exact location of an alleged breach and evidence of impacts caused by straying stock.

---

## 6. Fencing Standards

- 6.1. The Board recommends the minimum fencing standards for stockproof fencing attached at **Annexure A**. However, these standards are a guide only and are not provided as mandatory design standards. A higher standard may be necessary in some circumstances to ensure fencing is maintained in a stockproof condition.

---

## 7. Roles and responsibilities

### 7.1. Pastoral Board

- 7.1.1. To act consistently with, and to further the objects of the PLMC Act.
- 7.1.2. To seek lessee compliance with the lease condition in s 22(1)(b)(iv) of the PLMC Act: *the lessee's obligation to maintain existing fencing in a stockproof condition*.
- 7.1.3. To provide responses to complainants in a timely manner.

### 7.2. The Department for Environment and Water

- 7.2.1. Support the Pastoral Board in its decision-making processes and compliance inspections in dealing with matters of non-stock proof fencing.
- 7.2.2. Provide lessees any information regarding this Guideline and requirements under the PLMC Act.
- 7.2.3. Exercise any delegated powers of the Pastoral Board.
- 7.2.4. To provide responses to complainants in a timely manner.

### 7.3. Pastoral Lessee

- 7.3.1. To comply with pastoral lease conditions, including maintaining existing fencing in a stockproof condition.
- 7.3.2. To comply with any decision of the Pastoral Board (or delegate) made under the PLMC Act.

---

## 8. Selected extracts of provisions from the Pastoral Land Management and Conservation Act 1989

### Section 7 General duty of pastoral lessees -

It is the duty of a lessee throughout the term of a pastoral lease -

- (a) to carry out the enterprise under the lease in accordance with good land management practices; and  
(b) to prevent degradation of the land; and



(c) to endeavour, within the limits of financial resources, to improve the condition of the land.

**Section 22 Conditions of pastoral leases -**

Land management conditions providing for – (1)(b)(v) the lessee's obligation to maintain existing fencing in a stockproof condition.

**Section 37 Cancellation of lease or imposition of fine on breach of conditions -**

(1) Subject to subsection (2), the Board may - (a) impose a fine on the lessee under a pastoral lease of an amount not exceeding \$10 000; or (b) cancel a pastoral lease, if satisfied that a breach of a condition of the lease has occurred.

**41 Property plans -**

(1) If the Board is of the opinion that pastoral land has, from any cause, been damaged, or is likely to suffer damage or deteriorate, and that in order to prevent, arrest or minimise damage to or deterioration of the land, or to rehabilitate the land, it is necessary that action under this section be taken, the Board may, by notice in writing to the lessee, require the lessee - (a) to submit to the Board a plan (a property plan) detailing the proposed management of the pastoral land over a specified period; or (b) to submit to the Board a revised property plan, in accordance with the terms of the notice.

**43 Notices to destock or take other action -**

(1) If the Board is of the opinion that pastoral land has, from any cause, been damaged, or is likely to suffer damage or deteriorate, and that in order to prevent, arrest or minimise damage to or deterioration of the land, or to rehabilitate the land, it is necessary that action under this section be taken, the Board may, by notice in writing to the lessee, require the lessee to do any one or more of the following: (a) remove a specified number of stock from the land or a particular part of the land; (b) keep the amount of stock on the land or a particular part of the land to a specified level, or to keep no stock at all on that land; (c) carry out specified improvements to or land treatment works on the land; (d) adopt or desist from specified land management practices, in accordance with the terms of the notice.

## ***Annexure A - Boundary Fencing – Guidelines for minimum standards***

### **Definitions used in this Annexure:**

**Strainer:** Either single posts or post assembly for corners, gates, grids, end of a line, creek crossing or placed in the middle of a straight fence line to maintain fence tension.

**Pickets:** Star shaped steel posts (or ‘droppers’) evenly spaced between posts or strainer assemblies.

**Spacers:** Bar (or ‘spreader’) to keep the wires evenly spread horizontally.

**Prefabricated mesh fencing wire:** 8/90/30 is 8 horizontal wires, 90 cm height, 30 cm spacings (i.e. ring lock or hinge lock)

### **Boundary Fencing – Guidelines for minimum standard**

|  |  |
|--|--|
| <p><b>Sheep<br/>(Merino)</b></p>                                   | <ul style="list-style-type: none"> <li>• 6 plain wires (optional barb on top)</li> <li>• Pickets at 12 metres spacing with 2 spacers between pickets or as required to suit terrain</li> <li>• Strainer every 500 metres to 1km</li> </ul>   |
| <p><b>Non-Merino<br/>Sheep (including<br/>shedding breeds)</b></p> | <ul style="list-style-type: none"> <li>• 8 wire prefabricated mesh (8/90/30)</li> <li>• The lowest wire positioned as close to the ground as possible</li> <li>• A single strand of wire above the ring/hinge lock, which can be barbed* or plain</li> <li>• Pickets at 7 metre spacing (or 10 – 12 metres with spacers)</li> <li>• Strainer at 500 metres to 1 km spacing</li> <li>• Pegged down as required over dips and depressions</li> <li>• Should stand between 1100-1800mm high from the ground to the top wire, with 1100mm being the minimum height.</li> </ul> |
| <p><b>Cattle</b></p>   | <ul style="list-style-type: none"> <li>• 4 wires with at least 2 barb, or a 3 barb wire fence</li> <li>• Picket spacing maximum 20 metres, with 2 spacers between pickets. If picket spacing under 10 metres no spacers required, or as required to suit terrain.</li> <li>• Strainer for deviations, end assemblies or as required for terrain.</li> </ul>  |

Note: for all stock types, strainer post or strainer assembly every 500 metres to 1km or closer as required subject to deviations/corners/gates/creeks.

\*a top barb may inhibit movement of native wildlife.

## Appendix 1

### 1. Other obligations to have boundary fences

- 1.1. In addition to the responsibility to maintain existing boundary fences under the PLMC Act, pastoral lessees need boundary fences to contain stock on the pastoral lease. The PLMC Act makes it a condition of a pastoral lease that pastoral lessees comply with both the *Landscape South Australia Act 2019 (LSA Act)* and the *National Parks and Wildlife Act 1972 (NPW Act)* and their regulations: PLMC Act, s 22(1a).
- 1.2. In particular, pastoral lessees should be aware that pursuant to s 189(1) of the LSA Act it is an offence to cause or permit an animal to be released. Furthermore, a person must not, unless authorised, permit an animal to stray into, or graze in, a national park or conservation park or other reserve under the NPW Act: *National Parks and Wildlife (National Parks) Regulations 2016*, r 7.
- 1.3. If stock stray outside of the pastoral lease upon which they are kept and interfere with other land or property additional legal consequences might include, potential liability in the tort of nuisance, for which damages may be payable. Pastoral lessees should be aware that their legal obligations to contain stock are not limited to those outlined in this Guideline and should ensure they have appropriate boundary fencing in place and seek legal advice as necessary.

---

### 2. Native Title, including Indigenous Land Use Agreements

- 2.1. The use of Crown land as pastoral lease land does not extinguish native title. As a result, native title will usually co-exist with the pastoral lessee's rights on pastoral land. Where the native title rights and interests are inconsistent with rights and interests under the pastoral lease, the rights and interests granted by the pastoral lease will prevail.
- 2.2. Pastoral lessees must only exercise rights granted to them under their pastoral lease. This will ensure that a lessee does not breach their lease, the PLMC Act or any other laws, and avoids conflict with the surviving native title rights and interests.
- 2.3. Pastoral lessees also need to be aware of their obligations under other laws, such as the *Mining Act 1971*, particularly when digging out minerals (including sand, gravel, stone, shell, and clay) on pastoral land, such as from borrow pits, for use in fencing or other pastoral purposes. Amongst other Acts, pastoral lessees are, as a condition of their lease, required to comply with the *Mining Act 1971*: PLMC Act, s 22(1)(a)(v)(C). A failure by the pastoral lessee to comply with this Act may be a breach of a condition of the lease.
- 2.4. Some pastoral land in the State is covered by registered Indigenous Land Use Agreements (**ILUA(s)**). ILUAs are an agreement that can be used to modify some processes under the *Native Title Act 1994 (Cth) (NTA)*. ILUAs usually require compliance with a notification protocol before certain acts are undertaken and often include requirements for the pastoralist (or other non native title signatories) to consider undertaking an Aboriginal heritage survey before undertaking certain works (should the native title holders request it). The obligations under the *Aboriginal Heritage Act 1988* (outlined below in clause 3) will, in any event, apply.
- 2.5. Registered ILUAs are a contract between the signatories that bind the parties and all native title holders (whether or not party to the ILUA) for the area covered. Where an ILUA has been entered into by a pastoral lessee in relation to particular pastoral land, that ILUA continues to be binding on any future lessee of that land even though they were not the signatory to the ILUA: PLMC Act, s 46A(1).
- 2.6. Persons bound by an ILUA should consider their obligations under the ILUA where they propose to undertake, authorise or consent to activities on pastoral land that may affect native title. In order to know more, pastoral lessees should seek independent legal advice about their native title obligations, including what activities may affect native title.

2.7. ILUAs are listed on the [National Native Title Tribunal website](#).

---

### 3. **Aboriginal Heritage**

- 3.1. The *Aboriginal Heritage Act 1988 (AH Act)* protects Aboriginal remains and Aboriginal sites and objects. Aboriginal sites and objects are objects and areas of land that are of significance according to either Aboriginal tradition or Aboriginal archaeology, anthropology, or history: AH Act, s 3.
- 3.2. It is an offence for a person, without the authority of the Minister for Aboriginal Affairs, to:
  - 3.2.1. excavate for the purpose of uncovering any Aboriginal heritage: AH Act, s 21; and
  - 3.2.2. damage, disturb or interfere with an Aboriginal site, object or remains: AH Act, s 23.
- 3.3. In undertaking any works on land (or waters), a pastoral lessee needs to be aware of their obligation not contravene the AH Act and seek independent legal advice as appropriate. Pastoral lessees can contact Aboriginal Affairs and Reconciliation (**AAR**) for further information.
- 3.4. Early engagement with AAR and relevant Traditional Owners may assist in identifying whether Aboriginal heritage is known to (or may) exist in an area of proposed works. Guidance can then be sought on avoiding damaging, disturbing or interfering with Aboriginal heritage. Although native title and Aboriginal heritage are distinct and different laws, where the area is determined native title land, early engagement could be commenced with the relevant Registered Native Title Body Corporate (**RNTBC**). The contact details for RNTBCs can be located on the [Office of the Registrar of Indigenous Corporations website](#).
- 3.5. Should a pastoral lessee or their employee or agent discover an Aboriginal site, object or remains on their pastoral land they must stop work to avoid unlawful interference with the heritage and report the discovery to the Minister for Aboriginal Affairs as soon as practicable and comply with any direction from the Minister for the protection or preservation of the Aboriginal remains: AH Act, s 20(1) and (3).

---

### 4. **Native Vegetation**

- 4.1. South Australia's native vegetation is protected by the *Native Vegetation Act 1991* and the *Native Vegetation Regulations 2017*. Whilst there are some limited rights to clear vegetation on either or both sides of a new or existing fence to provide construction access in the course of establishing or maintaining a fence, pastoral lessees should consider their obligations under the *Native Vegetation Act* and *Regulations* before commencing any clearing of native vegetation. When clearing vegetation for new or re-aligned fencing the lessee should also consider any impacts on Aboriginal heritage as discussed in clause 3 of this Appendix.
  - 4.2. The Department for Environment and Water provides some resources online in respect of native vegetation and fences [here](#) and [here](#).
-