



COMMERCIAL TOUR OPERATOR LICENCE TERMS AND CONDITIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Unless inconsistent with or repugnant to the context, the following words shall have the meanings set opposite them respectively:

Co-management Board for a co-managed park means a board established under Division 6A of the *National Parks and Wildlife Act 1972*, or under any other Act, to manage the co-managed park;

DEW Fire Restrictions means the annual fire restrictions in use in DEW-managed reserves, as gazetted under the *National Parks and Wildlife Act 1972* and as amended by DEW from time to time;

Department for Environment and Water or **DEW** means the administrative unit that is responsible for the administration of the *National Parks and Wildlife Act 1972*;

Department for Transport, Energy and Infrastructure means the administrative unit that is responsible for the administration of the *Passenger Transport Act 1994*;

Environmental harm, material environmental harm and **serious environmental harm** shall have meanings in this Licence consistent, as far as the context of this licence permits, with the meanings of those expressions in the *Environment Protection Act 1993*;

Hazardous Material means any dangerous, noxious, toxic, volatile, explosive, inflammable or environmentally hazardous chemical, substance or compound in any form;

Licence means the Licence granted to the Licensee by the Relevant Authority pursuant to this document and includes the terms and conditions;

Licensee means the Licensee named on the front page of this Licence, and includes the Licensee's permitted assigns;

Licensed Area means the areas identified in **Attachment A** in this Licence.

Minister means the Minister for Environment and Conservation;

Permitted Activities means the activity or activities listed in **Attachment A** in this Licence and all activities necessarily incidental to such activity or activities;

Relevant Authority means, in relation to a co-managed park for which there is a Co-management Board, the Co-management Board for a park, or, in any other case, the Minister;

Relevant Authority's representative means such person or persons as are from time to time nominated to the Licensee as the Relevant Authority's representative;

Seal Bay Beach User Fee Zone means the area defined in Schedule 2 of the *National Parks and Wildlife (National Parks) Regulations 2001*.

Term means the term of the Licence, as set out on the front page of this document.

Visitor Use Fees means park entry fees, guided tour fees and camping fees.

1.2 Words importing the singular number shall include the plural and vice versa.

1.3 Words importing any gender shall include the other gender.

1.4 A reference to a person shall include a reference to a group of persons or a body corporate.

1.5 The headings in this Licence are for the purpose of convenience only and shall not affect the interpretation of this Licence.

2 LICENSEE'S GENERAL OBLIGATIONS

Use and compliance

- 2.1 The Licensee shall for the Term use the Licensed Area only for undertaking the Permitted Activities and for no other purpose.
- 2.2 The Licensee shall at all times during the Term comply with and perform the requirements of all laws (including any regulations, by-laws, ordinances and other forms of statutory instrument or delegated legislation or plan of management) to the Licensed Area, to the Permitted Activities on or in the Licensed Area or to the use of the Licensed Area by the Licensee.
- 2.3 The Licensee shall not contravene any of the conditions of the Licence or any written instruction from the Relevant Authority in relation to the Licence or the Licensed Area.

Safety

- 2.4 The Licensee shall, in the course of undertaking the Permitted Activities, provide and use such safety equipment and take such safety precautions as are reasonably required by the Relevant Authority. The Licensee shall, to the extent reasonably required by the Relevant Authority, caution all persons involved in any activity connected with this Licence (including the Permitted Activities) about the hazards likely to be encountered in the Licensed Area or in connection with the use of the Licensed Area.

H5 Avian Influenza (bird flu)

- 2.4.1 The Licensee must at all times while undertaking the Licensed Activities:
- Immediately report any wildlife death or signs of illness meeting the criteria on the PIRSA poster in Attachment B (page 17) to the Emergency Disease Hotline on 1800 675 888.
 - Be aware of and comply with the Biosecurity Measures for H5 Avian Influenza (Bird Flu) contained in Attachment B.

Qualifications and skills of Licensee, including other persons engaged by Licensee

- 2.5 The Licensee shall ensure that any agents, staff, employees, contractors or volunteers employed, engaged or used by the Licensee from time to time to undertake the Permitted Activities are sufficiently experienced and competent to perform the duties they carry out or are required to carry out in the course of undertaking the Permitted Activities.
- 2.6 The Licensee and any agents, staff, employees, contractors or volunteers employed, engaged or used by the Licensee from time to time to undertake the Permitted Activities shall, as and when reasonably required by the Relevant Authority, undertake such training and/or accreditation as the Relevant Authority reasonably requires in relation to the Permitted Activities.

Provision of material and information

- 2.7 The Licensee shall:
- 2.7.1 Provide a copy of any material or information in respect of the Licensed Area or the Permitted Activities to the Relevant Authority prior to displaying or releasing to the public such material or information (including, but not limited to, maps); and
 - 2.7.2 Without limiting subclause 3.2, indemnify and keep indemnified the Relevant Authority, its agents, officers, contractors and servants and the Crown in the right of the State of South Australia from and against all claims, actions, demands, costs, charges and expenses of any kind arising out of or in connection with any misleading or inaccurate information or material displayed or released to the public by the Licensee, its agents, contractors, officers or servants in respect of the Licensed Area or the Permitted Activities.

Logos

- 2.8 The Licensee must not at any time use any logo owned by the Minister or Relevant Authority except with the prior written approval of the Minister or Relevant Authority, unless such use during the Term accords with the procedures as determined by the Minister or Relevant Authority from time to time.

Assignment

- 2.9 The Licensee shall not assign, convey, charge, mortgage, sub-license, or otherwise transfer any of its rights or obligations under this Licence without the prior written consent of, and at the absolute discretion of, the Relevant Authority.
- 2.10 For the purposes of subclause 2.9 an assignment of this Licence shall be deemed to have been effected in any of the following circumstances:
- 2.10.1 The Licensee being a company, or any one of the Licensees being a company, has had a change in the beneficial ownership of its shares, which change has the effect of altering the person or persons in

effective control of the company or any change in the ownership of 20% or more of the Licensee's issued capital whichever occurs first; and

- 2.10.2 The Licensee being a partnership, has any change in the constitution of the partnership, except by the death of any partner; or
- 2.10.3 If one of the Licensees is a joint venturer with another person or entity, any change to the joint venture agreement.
- 2.11 Any such assignment taking effect without the Relevant Authority's prior written consent will be deemed a default of the Licence under the terms of this Licence.

Subcontracting

- 2.12 The Licensee is permitted under this Licence to subcontract the delivery of services to:
 - 2.12.1 Other commercial tour operators that currently hold a licence issued by the Relevant Authority; or
 - 2.12.2 Such other persons as approved by the Relevant Authority.Any approval given under subclause 2.12.2 may be on such terms as determined by and at the absolute discretion of the Relevant Authority.

Vehicles

- 2.14 The Licensee warrants that the Licensee, the drivers it engages and the vehicles it uses in relation to any Permitted Activities fully meet the accreditation requirements as determined by the South Australian Department of Planning, Transport and Infrastructure or its interstate equivalent.

Warranty

- 2.15 The Licensee warrants that the information provided (including any links to websites) in any application submitted by the Licensee for this Licence remains true and correct, and if circumstances change affecting the information provided or the capacity of the Licensee to perform its obligations under the Licence, the Licensee shall immediately advise the Relevant Authority of such changes.

3 RELEASE, INDEMNITY AND PUBLIC RISK INSURANCE

Release

- 3.1 The Licensee occupies and uses the Licensed Area pursuant to this Licence at the risk in all things of the Licensee and releases to the full extent permitted by law the Relevant Authority, her agents, officers, contractors and servants, in the absence of any default on their part, from all claims and demands of every kind resulting from any accident, damage or injury to persons or property occurring in or on the Licensed Area (including any loss or damage to the personal property of the Licensee).

Indemnity

- 3.2 The Licensee shall indemnify and keep indemnified the Relevant Authority, its agents, officers, contractors and servants and the Crown in the right of the State of South Australia against all actions, suits, claims, demands, liabilities, costs, charges and expenses of any kind in respect of any loss of life, injury to person or damage to property suffered as a result of the use of the Licensed Area by the Licensee and/or the undertaking of the Permitted Activities by the Licensee or otherwise arising out of or in connection with this Licence except to the extent where such loss of life, injury to person or damage to property is caused by any neglect, default or omission of the Relevant Authority, its agents, servants or contractors.

Insurance

- 3.3 In this regard, the Licensee shall at its expense effect or cause to be effected and during the Term maintain or cause to be maintained at all times for the Term, with an insurer acceptable to the Relevant Authority, insurance against public liability risks (such insurance to be for not less than ten million dollars (\$AUD10,000,000.00) in respect of any one claim or such further sum as the Relevant Authority may from time to time reasonably require and to be in the name of the Licensee and be endorsed with the Relevant Authority's and Minister's interest) and the Licensee shall whenever requested by the Relevant Authority produce evidence of the currency of such insurance.

4 DEFAULT / TERMINATION

- 4.1 If:
 - 4.1.1 The Licensee commits or permits a breach of any term in this Licence including any general or special condition, and, following the giving by the Relevant Authority of written notice of such breach to the Licensee, the Licensee fails to remedy such breach within the time specified in the notice; or
 - 4.1.2 The fees payable by the Licensee pursuant to this Licence or any part of such fees shall be unpaid for a period of fourteen (14) days after notice has been given to the Licensee that such fees are outstanding;

THEN the Relevant Authority may terminate this Licence by notice in writing to the Licensee and as at the date of such notice, this Licence shall absolutely cease and determine. Termination of this Licence by the Relevant Authority shall be without prejudice to any right of action or remedy of the Relevant Authority in respect of any breach committed by the Licensee.

- 4.2 In the event of termination of the Licence by the Relevant Authority or where the Relevant Authority restricts access to any part of the Licensed Areas for any reason (including park maintenance, safety or the preservation of the environment) or takes remedial action (such as, but not limited to, the suspension or cancellation of any rights under the Licence) in relation to the Licence, the Licensee will not have any claims against the Relevant Authority.

5 MISCELLANEOUS

Notice/consents

- 5.1 Any consent, notice or thing which pursuant to this Licence is required or permitted to be given, done or performed by the Relevant Authority may for the purposes of this Licence be properly given, done or performed by the Relevant Authority's representative.

Relationship

- 5.2 Nothing contained in this Licence shall be deemed or construed to constitute either party to be a partner, joint venturer, employee, employer, principal, agent, trustee (whether express or constructive), beneficiary, fiduciary, borrower, lender or representative of the other party. In this regard, the Licensee shall not hold itself out as or in any way represent itself as an employee or agent of the Relevant Authority or DEW.

6 FEES AND VEHICLE PERMITS

Fees

- 6.1 The Licensee shall pay:
- 6.1.1 the licence fee for the relevant Term; and
 - 6.1.2 all relevant fees, including visitor use fees, guided tour fees or camping fees, for any Permitted Activities in the Licensed Areas as determined and advised by the Relevant Authority from time to time.

Payment of Fees

- 6.2. The Licensee shall pay visitor use fees, guided tour fees or camping fees:
- 6.2.1 where on-site payment facilities are available (cash, card or via invoice) at the DEW reserve; or
 - 6.2.2. where payment facilities are not available in a reserve at the time of the tour, by submitting a Visitor Use Fee Report to DEW who will issue an invoice for those fees.
 - 6.2.2.1 By no later than the 21st day of each month, the Licensee must send a Visitor Use Fee Report to DEW.CTOandFilming@sa.gov.au The report must contain the following information about the Licensee's previous months Permitted Activities:
 - (a) the date of each tour
 - (b) the park(s) visited each day
 - (c) the number of paying clients on each tour
 - (d) if camping overnight
 - 6.2.2.2. In months where no tours have been undertaken a nil return should be submitted.
 - 6.2.3 Clauses 6.1 and 6.2 survive the expiration or termination of this Agreement.

Vehicle permits

- 6.4 The Licensee shall:
- 6.4.1 Ensure that the DEW tour operator vehicle permit is visible by clearly displaying it in the windscreen in each Licensee's vehicles at all times whilst travelling in the Licensed Area; and
 - 6.4.2 Not transfer or lend its vehicle permits to any other person/operator for any purpose; and
 - 6.4.3 Ensure that any vehicles travelling in a tag-along tour in the Licensed Areas display a current tag along tour permit at all times within the vehicle on the left hand side of the front windscreen and to collect such tag along permits at the conclusion of each tour.

7 CONDITIONS THAT APPLY TO LICENSED AREAS AND PERMITTED ACTIVITIES

- 7.1 The Licensee shall fully comply at all times with:
- 7.1.1 The General Conditions that apply to all Licensed Areas as set out in clause 8;
 - 7.1.2 The General Conditions that apply to the Permitted Activities as set out in clause 9;
 - 7.1.3 The Specific Conditions that apply to the parks that comprise the Licensed Area and Licensed Activities as set out in Attachment A; and

7.1.4 The Specific Conditions that apply to any multi-year Licence as set out in clause 10;
FOR the Term and to the satisfaction of the Relevant Authority.

8 GENERAL CONDITIONS FOR ALL LICENSED AREAS

- 8.1 In all Licensed Areas, the Licensee shall:
- 8.1.1 Obey all reasonable directions given by a DEW authorised person;
 - 8.1.2 Ensure that its clients comply with the relevant General and Specific Conditions as referred to in clause 7;
 - 8.1.3 Conduct its operations in a manner which will protect the experiences of other users in the Licensed Areas;
 - 8.1.4 Be responsible for the safety, safe management, wellbeing and behaviour of the Licensee's tour guides, clients and vehicles at all times;
 - 8.1.5 Ensure that before a tour commences, the Licensee's clients are fully informed of the experiences and all potential hazards and conditions that they may encounter during the tour;
 - 8.1.6 Take all reasonably practical steps to ensure that the Licensee's clients are not exposed to unreasonable risks to their health or safety whilst in the protected area;
 - 8.1.7 Ensure that adequate procedures are in place to minimise the risk of potential hazards to the Licensee's clients;
 - 8.1.8 Ensure that all tour guides or persons engaged by the Licensee have the necessary competencies, skills and qualifications for leading and guiding the Permitted Activities and understand the terms and conditions including their responsibilities under this Licence.

- 8.2 DEW shall, whenever possible, inform the Licensee of any major changes in the management of the Licensed Areas which may influence the conduct of the Licensee's operations.

Access and emergency incident

- 8.3 In the event that any part or whole of the Licensed Area is closed the Licensee must (whether previously advised or not) do all things necessary to cancel all tours in the relevant Licensed Area and ensure all persons on the tour leave the Licensed Area. DEW will endeavour to advise all Licensees as early as practical (emergency situations may impact upon the timeliness of this advice) of all planned and unplanned closures.

- 8.4 The Licensee shall:

- 8.4.1 Not disturb animals, plants, Aboriginal, geological or heritage items or feed animals or remove native plants or other materials in any Licensed Area; and
- 8.4.2 Not bring in any animals into any Licensed Area except in parks which allow dogs restrained on leads or on a road or track specifically set aside for the purpose of horse riding.
- 8.4.3 Ensure that its clients do not enter Restricted Access Areas in the Licensed Area.
- 8.4.4 Not use or permit its clients to use a Remote Pilot Aircraft (drone) in the Licensed Area.

Water and waste removal

- 8.5 The Licensee shall:

- 8.5.1 Undertake steps to minimise impact on the Licensed Areas by persons on tours operated by the Licensee and remove all equipment, rubbish and/or waste associated with the running of the Licensee's business from the Licensed Areas;
- 8.5.2 Conserve and avoid polluting water sources in any Licensed Area; and
- 8.5.3 Where toilets are not available, bury toilet wastes at least 100 metres from a water supply in any Licensed Area.

***Phytophthora cinnamomi* root disease controls**

- 8.6 The Licensee shall implement the DEW *Phytophthora cinnamomi* root disease hygiene guidelines for all tours conducted in the Licensed Areas, namely, the Licensee shall:
- 8.6.1 Avoid driving in areas where soils are wet and sticky;
 - 8.6.2 Stay on formed roads and tracks;
 - 8.6.3 Observe *Phytophthora* regulatory signs;
 - 8.6.4 Observe road-closed signs;
 - 8.6.5 Always start its trip with a clean vehicle and equipment;
 - 8.6.6 Use vehicle wash down stations and personal hygiene stations for bush walkers when provided; and
 - 8.6.7 Remove all soil from shoes before leaving an area.

Hazardous material and other contamination

- 8.7 The Licensee shall not bring or permit to be brought onto the Licensed Areas any Hazardous Material other than Hazardous Material:
- 8.7.1 Of a kind which is normally used in premises which are used for the Permitted Activities;
 - 8.7.2 Which is to be used on the Licensed Areas when used for the Permitted Activities; and

8.7.3 Which is handled and stored in accordance with and in compliance with all laws.

- 8.8 The Licensee shall not at any time during the Term do or permit:
- 8.8.1 Anything which will contaminate or pollute the Licensed Areas or any other property (real or personal) or any part of the environment with any Hazardous Material;
 - 8.8.2 Anything on the Licensed Areas which would result in any Relevant Authority issuing a notice, direction or order requiring any clean up, decontamination, remedial action or making good under any law; or
 - 8.8.3 Anything on the Licensed Areas that constitutes a violation or contravention of any law dealing with the environment.
- 8.9 In the event that any pollution, contamination or degradation occurs of the kind referred to in subclauses 8.7 and 8.8, then the Licensee shall:
- 8.9.1 At its expense remove all Hazardous Material brought onto, or permitted to occur or created on the Licensed Areas causing or contributing to pollution, contamination or degradation of the Licensed Areas or any other property, and immediately make good any damage so caused and reinstate such portions of the Licensed Areas to the same condition as the Licensed Areas were in prior to the occurrence of such pollution, contamination or degradation;
 - 8.9.2 At its expense immediately comply with all notices, directions and requirements of any Relevant Authority in respect of any Hazardous Material brought onto, or permitted to occur or created on, the Licensed Areas, including notices to remediate the Licensed Areas; and
 - 8.9.3 Indemnify and keep indemnified the Relevant Authority against all claims which the Relevant Authority may incur or incurs as a result of the Licensee's failure to comply with its obligations under this subclause otherwise from the negligence or default of the Licensee in the performance of the Licensee's obligations under this subclause.

Notice of damage

- 8.10 The Licensee shall give prompt notice to the Relevant Authority of any substantial damage occurring to the Licensed Areas, including any act or omission of the Licensee or the Licensee's staff or of any tourist or visitor or invitee of the Licensee to the Licensed Areas of which the Licensee either becomes aware or ought to be aware, which has been caused or which has a reasonable prospect of causing serious or material environmental harm within the Licensed Areas (whether such act or omission occurs in the Licensed Areas or not).

Nuisance

- 8.11 The Licensee shall not do or permit to be done in or about the Licensed Areas anything, which in the reasonable opinion of the Relevant Authority or DEW may be or be likely to become a nuisance or annoyance to or in any way interfere with the quiet enjoyment and comfort of the occupants or users from time to time in the Licensed Areas.

Environmental harm

- 8.12 The Licensee shall not do or permit to be done in or about the Licensed Areas anything, which in the reasonable opinion of the Relevant Authority or DEW may cause any serious or material environmental harm within the Licensed Areas.

Tours in Wilderness Protection Areas

- 8.13 The Licensee shall ensure all commercial tours are conducted in accordance with the Wilderness Minimum Impact Code (as amended from time to time) and available at <https://www.environment.sa.gov.au/our-places/wilderness-protection-areas>

Firewood and Fires

- 8.13 The Licensee shall ensure that it, its staff and clients:
- 8.13.1 Comply with DEW and CFS Fire Restrictions that apply to the Licensed Areas at all times. Current fire restriction information and park closures can be obtained from <https://www.parks.sa.gov.au/know-before-you-go/fires-and-bbqs> and [Total Fire Bans & Ratings - CFS](#). Parks may be closed on Declared Catastrophic Fire Days or days of elevated fire danger.
 - 8.13.2 Only use firewood sourced from outside the park during times or at locations where solid fuel fires are permitted. Firewood collection within the reserves is an offence.

9 GENERAL CONDITIONS FOR ALL PERMITTED ACTIVITIES

Walking

- 9.1 The Licensee shall:
- 9.1.1 Conduct walking tours only on designated walking trails.

Driving

- 9.2 The Licensee shall:
9.2.1 Ensure that its vehicles remain on marked vehicle tracks or public roads at all times.
9.2.2 Not use the management/fire tracks in the Licensed Areas.

Cycling

- 9.3 The Licensee shall conduct cycling tours only on marked vehicle tracks, public roads or designated bicycle trails.

Camping

- 9.4 Where camping is permitted in the Licensed Areas, the Licensee shall:
9.4.1 Camp only in designated areas;
9.4.2 Camp ground sites must be booked online at www.parks.sa.gov.au and paid in full before arriving at the camp site.

Rock climbing and abseiling

- 9.4.3 The Licensee shall only conduct rock climbing and abseiling activities within areas of the Licensed Areas identified for these activities in Attachment A.
9.4.4 The Licensee must hold current and appropriate certification to conduct rock climbing and abseiling tours.

9.6 Aboriginal Cultural Interpretation

- 9.6.1 The Licensee shall acknowledge the traditional owners of the land on which the tour takes place.
9.6.2 The Licensee is not authorised to by virtue of this licence to interpret aboriginal culture on the Licensed Area. Any requirement to undertake aboriginal cultural interpretation should first be referred to the relevant Aboriginal Corporation for advice.

10 SPECIFIC CONDITIONS FOR MULTI YEAR TERM

- 10.1 This Special Condition 10 only applies whenever this Licence has a Term that is to run for a period of three years or five years from the commencement of the Licence.
- 10.2 The Licensee must for the relevant Term:
10.2.1 at its cost hold and maintain at least one of the following approved accreditation schemes where the Term runs for:
(a) Three Years being:
i. the Australian Tourism Accreditation Program; or
ii. the Eco Certification Program - Nature Based; or
iii. the EarthCheck ECO or EarthCheck Evaluate
(b) Five Years being:
i. the ECO Certification Program – Ecotourism; or
ii. the ECO Certification Program – Advanced Ecotourism; or
iii. the EarthCheck ECO Certified or EarthCheck Certified.
- 10.2.2 comply with the Licence and any other terms and conditions as set out in Section 10 for the Term and includes such further variation to the Licence as issued by DEW in writing or by any other means from time to time that is to apply to any of the Permitted Activities or Licensed Areas noting such variation is immediately binding on and does not require the mutual consent of the Licensee;
- 10.2.3 comply with any other requirement of the Relevant Authority as advised from time to time and includes but is not limited to such remedial action required of the Licensee in order to comply with this Licence noting such remedial action to be imposed by the Relevant Authority may involve the interim suspension of the Permitted Activities from time to time or such restrictions that limits access to the Licensed Area in whole or in part and all such action is subject to such terms and conditions required by the Relevant Authority; and
- 10.2.4 provide to the Relevant Authority:
(a) at the start of each licence year or when requested by the Relevant Authority:
(i) such evidence of insurance as required under clause 3.3;
(ii) confirmation of such current accreditation required under clause 10.2.1; and
(iii) such other matters required by DEW under clause 10.2.2;
(b) on request and to the satisfaction of Relevant Authority at any time during the Term such other evidence required by DEW in respect of any matter the subject of clauses 10.2.1 and 10.2.2; and
(c) with an irrevocable authority for the Term that permits the Relevant Authority through DEW at any time to confirm the currency of any accreditation held by the Licensee with the relevant accreditation body (and their successors or assigns) namely:
(i) Australian Tourism Industry Council Ltd for the Australian Tourism Accreditation Program; or
(ii) Ecotourism Australia Limited for the remaining programs and standards in clause 10.2.1;
AND to seek any information from such bodies in relation to any relevant matter pertaining to the Licensee's accreditation; and

10.2.5 acknowledge the issue of the Licence by the Relevant Authority is deemed as evidence of the irrevocable authority in clause 10.2.4(c).

10.3 Where the Licensee :

10.3.1 is not able to maintain the accreditation held under clause 10.2.1 for any reason; or

10.3.2 is not able to meet the terms and conditions required under clause 10.2.2 and 10.2.4; or

10.3.3 fails to comply with or undertake any remedial action required under clause 10.2.3 to the satisfaction of the Relevant Authority

the Licensee must immediately advise the **RELEVANT AUTHORITY AND FURTHER ACKNOWLEDGES AND AGREES:**

11.3.4 the Licence will revert to an annual licence expiring on 31 March of the relevant licence year;

11.3.5 that any fees paid to DEW for the multi-year Licence are non-refundable;

11.3.6 to pay such other fees to maintain the Licence as determined by DEW from time to time; and

11.3.7 on or before the expiry of the annual licence the Licensee may elect to reapply to the Relevant Authority for a new licence to operate in the Licensed Areas.

ATTACHMENT A

Information and Restrictions on Activities within the Licensed Areas



= Activity permitted/available within Licensed Area



= Activity not permitted/available within Licensed Area

	Sightseeing	Bushwalking	Camping	Canoeing/ Kayaking	Cycling trails	Rock- climbing /Abseiling	Coach	4WD Coach	4WD	Boat	SPECIAL CONDITIONS
Adelaide and Mount Lofty Ranges Region											
Anstey Hill Recreation Park	✓	✓			✓						
Belair National Park	✓	✓			✓		✓	✓	✓		Must obtain approval from the Belair National Park Office (08) 8278 5477 before conducting a night walk.
Cleland Conservation Park	✓	✓			✓		✓	✓	✓		Park may be closed on days of Total Fire Ban. Only light fires in designated barbecue areas.
Cleland Wildlife Park	✓	✓					✓	✓	✓		Contact the Wildlife Park on (08) 7424 5800 to book for guided tours. This will incur an additional fee.
Mount Lofty Summit	✓	✓					✓	✓	✓		No visitor use fees are payable for Mount Lofty Summit.
Cobbler Creek Recreation Park	✓	✓			✓						
Deep Creek Conservation Park	✓	✓	✓				✓	✓	✓		No generators are permitted in the Park. Stay on existing roads.
Glenthorne National Park	✓	✓			✓						Cycling available in O'Halloran Hill Block only
Granite Island Recreation Park	✓	✓									Night tours of the habitat are not permitted.
Morialta Conservation Park	✓	✓				✓					Rock climbing is permitted in the designated area of the Park. Camping not permitted. Park may be closed on days of Total Fire Ban. Only light fires in designated barbecue areas.
Onkaparinga River National Park	✓	✓	✓		✓	✓	✓	✓	✓		Park may be closed on days of Total Fire Ban. No vehicle access permitted beyond Gate 10. Rock climbing is permitted in the designated area of the Park.
Onkaparinga River Recreation Park	✓	✓		✓	✓		✓	✓	✓		Park may be closed on days of Total Fire Ban.
Para Wirra Conservation Park	✓	✓	✓		✓		✓	✓	✓		
Shepherds Hill Recreation Park	✓	✓			✓						
Sturt Gorge Recreation Park	✓	✓			✓						

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	Sightseeing	Bushwalking	Camping	Canoeing/ Kayaking	Cycling trails	Rock-climbing /Abseiling	Coach	4WD Coach	4WD	Boat	SPECIAL CONDITIONS
Kangaroo Island Region											<p>All drivers/guides must accompany groups on guided tours.</p> <p>The Licensee shall at all times conduct operations adhering to the Wildlife Watching Guidelines and the Glossy Black Cockatoo Watcher's Code for Kangaroo Island (as amended from time to time). Copies available from DEW Kangaroo Island offices.</p>
Cape Gantheaume Conservation Park	✓	✓	✓	✓			✓	✓	✓		
Cape Willoughby Conservation Park	✓	✓					✓	✓	✓		Guided tours must be booked by calling (08) 8553 4466 at least 14 days in advance.
Flinders Chase National Park	✓	✓	✓				✓	✓	✓		Register at Visitor Centre on arrival. No coaches above 4.5 metres of height.
Admirals Arch	✓	✓					✓	✓	✓		
Cape Borda Lightstation	✓	✓	✓				✓	✓	✓		
Cape du Couedic	✓						✓	✓	✓		
Remarkable Rocks	✓						✓	✓	✓		<p>Brief clients on the safety risks at the site prior to access</p> <p>Must accompany clients at all times.</p> <p>Do not allow clients to enter the Restricted Access Area.</p>
Rocky River	✓	✓	✓				✓	✓	✓		
Kelly Hill Conservation Park	✓	✓					✓	✓	✓		
Kelly Hill Conservation Park Caves	✓										Guided tours (including Show Cave and Adventure Caving) must be booked by calling (08) 8553 4464 at least 14 days in advance. Show Caving must be undertaken before Adventure Caving.
Grassdale Protected Area	✓	✓							✓		<p>The Licensee must:</p> <ul style="list-style-type: none"> Undertake an induction with a DEW Kangaroo Island ranger prior to accessing the site and ensure that all guides have been inducted by the Licensee prior to accessing the licensed area. Access requires a key, which is provided after the induction session. Ensure that all guides comply with Commercial Tour Operator Guidelines for Grassdale as provided by DEW at the time of induction.

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												<ul style="list-style-type: none"> • Ensure vehicle access is only permitted for 4WD vehicles and each tour group must not exceed 14 persons, including guides, and the guide: passenger ratio never exceeds 1:8. • Ensure that passengers and guides accessing the area do not use the water tank at Edward's Cottage. • Ensure that passengers and guides accessing the area at night to view wildlife by spotlight must use a red filtered light with that light.
Latham Conservation Park	✓	✓								✓		<p>The Licensee shall:</p> <ul style="list-style-type: none"> • Ensure all guides undertake an induction session with a DEW staff member prior to accessing the Licensed Area; • Ensure that each tour group must not exceed 14 persons, including guides, and the guide: passenger ratio never exceeds 1:8.
Seal Bay Conservation Park	✓							✓	✓	✓		Guided tours must be booked by calling 8553 4459 at least 14 days in advance.
Beach	✓											No access to the Seal Bay Beach User Fee Zone without a DEW guide or licensed operator (including their employees and guides) holding a DEW Seal Bay Accreditation.
Boardwalk	✓											
Sunset Tour	✓											Sunset tour available seasonally. Maximum 12 passengers per tour.
Sunrise Tour	✓											Sunrise tour available seasonally. Maximum 12 passengers per tour.

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	Sightseeing	Bushwalking	Camping	Canoeing/ Kayaking	Cycling trails	Rock-climbing /Abseiling	Coach	4WD Coach	4WD	Boat	SPECIAL CONDITIONS
Yorke & Mid North Region											
Dhilba Guuranda-Innes National Park	✓	✓	✓	✓	✓		✓	✓	✓	✓	Firewood must be brought in from outside the park. Park will be closed on days of CFS Declared Catastrophic Fire Days.
Mount Remarkable National Park	✓	✓	✓				✓	✓	✓		Contact the York and Mid North office on (08) 8841 3400 before accessing the park. No entry to Alligator Gorge for buses above 30-person capacity.
The Dutchmans Stern Conservation Park	✓	✓					✓	✓			Contact the York and Mid North office on (08) 8841 3400 before accessing the park All vehicles must remain on designated roads

	Sightseeing	Bushwalking	Camping	Canoeing/ Kayaking	Cycling trails	Rock-climbing /Abseiling	Coach	4WD Coach	4WD	Boat	SPECIAL CONDITIONS
Flinders & Outback Region											
Ikara-Flinders Ranges National Park	✓	✓	✓		✓	✓	✓	✓	✓		Tours longer than three hours require at least one guide per 15 clients. Restricted access to Sacred Canyon to Adnyamathanha guided tours only.
Old Wilpena Station	✓						✓	✓	✓		Park in designated car parks and vehicles must not enter the north side of Wilpena Creek.
Innamincka Regional Reserve	✓	✓	✓	✓			✓	✓	✓	✓	Must have a current Desert Parks Handbook (DPH) to access and comply with all conditions in the DPH Netting for fish is banned in all waters of the Cooper Creek and the Reserve.

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											Collection of firewood from within the regional reserve is not permitted. Generators are permitted at camp sites, provided that they are restricted to daylight hours only, with a maximum noise output of 65 dB. Boats allowed with less than 10hp motor. No driving on salt lakes
Kati-Thanda Lake Eyre National Park	✓	✓	✓					✓	✓		Must have a current Desert Parks Handbook (DPH) to access and comply with all conditions in the DPH Wood fires not permitted at Kati-Thanda Lake Eyre No driving or walking on the surface of Kati-Thanda Lake Eyre permitted
Lake Frome Regional Reserve	✓	✓							✓		No access after 3:00 pm. Gas fires only.
Malkumba-Coongie Lakes National Park	✓	✓	✓	✓				✓	✓	✓	Must have a current Desert Parks Handbook (DPH) to access and comply with all conditions in the DPH No motorised boats. No fires or firewood collection; No pets permitted No fishing No driving on salt lakes The use of generators is only allowed at the Kudriemitchie Camping Area and the Coongie Lake Camping Area and is restricted to daylight hours (9.00 am to 5.00 pm). They are also restricted to a capacity of 2 Kva and a maximum noise output of 65 dB at 7m.
Munga-Thirri Simpson Desert National Park	✓	✓	✓						✓		Must have a current Desert Parks Handbook (DPH) to access and comply with all conditions in the DPH DEW recommends that no trailers are towed across the Simpson Desert. No driving on salt lakes
Tallaringa Conservation Park	✓	✓	✓				✓	✓	✓		Must have a current Desert Parks Handbook (DPH) to access and comply with all conditions in the DPH No driving on salt lakes
Vulkathunha-Gammon Ranges National Park	✓	✓	✓				✓	✓	✓		The Licensee shall foster an awareness of and respect cultural heritage issues for this Park; and not interpret Aboriginal culture on the Park except with the prior approval of the Vulkathuna-Gammon Ranges National Park Co-management Board.
Wabma Kadarbu Mound Springs Conservation Park	✓	✓						✓	✓		Must have a current Desert Parks Handbook (DPH) to access and comply with all conditions in the DPH No camping on the park Driving on salt lakes is not permitted

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	Sightseeing	Bushwalking	Camping	Canoeing/ Kayaking	Cycling trails	Rock-climbing /Abseiling	Coach	4WD Coach	4WD	Boat	SPECIAL CONDITIONS
Limestone Coast Region											
Beachport Conservation Park	✓	✓	✓	✓					✓		
Bool Lagoon Game Reserve	✓	✓	✓				✓	✓	✓		
Canunda National Park	✓	✓	✓					✓	✓		
Coorong National Park	✓	✓	✓	✓			✓	✓	✓	✓	
Little Dip Conservation Park	✓	✓	✓		✓				✓		
Lower Glenelg River Conservation Park	✓	✓		✓			✓	✓	✓	✓	
Naracoorte Caves National Park	✓	✓	✓				✓	✓	✓		Shall foster an awareness and respect for world heritage values associated with the site. Must not use the Unesco World Heritage Logo for commercial advertising purposes. Accommodation is available. Ring the Caves on (08) 8760 1210 for further details.
Tantanoola Caves Conservation Park	✓	✓					✓	✓	✓		

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	Sightseeing	Bushwalking	Camping	Canoeing/ Kayaking	Cycling trails	Rock- climbing /Abseiling	Coach	4WD Coach	4WD	Boat	SPECIAL CONDITIONS
Eyre & Far West Region											
Acraman Creek Conservation Park	✓		✓	✓					✓	✓	
Bascombe Well Conservation Park	✓	✓	✓						✓		
Cape Blanche Conservation Park	✓								✓		
Chadinga Conservation Park	✓		✓						✓		
Coffin Bay National Park	✓	✓	✓	✓			✓	✓	✓	✓	
Carappee Hill Conservation Park	✓	✓	✓						✓		
Fowlers Bay Conservation Park	✓	✓	✓				✓	✓	✓		
Gawler Ranges National Park	✓	✓	✓				✓	✓	✓		Camping only in designated campsites. Book online
Lake Gairdner National Park	✓	✓	✓				✓	✓	✓		Camping on western side of the park at Waltumba Tanks via Kingoonya Road. Day access only via Mt Ive Station (fees apply). No vehicle access on lake surface
Lake Gilles Conservation Park	✓	✓					✓	✓	✓		
Lake Newland Conservation Park	✓	✓	✓					✓	✓		Camping permitted at Walkers Rock in local government area. Contact Elliston Council for online camping bookings
Laura Bay Conservation Park	✓		✓	✓					✓		
Lincoln National Park	✓	✓	✓	✓			✓	✓	✓	✓	
Mamungari Conservation Park	✓		✓						✓		Additional permits required to travel through Maralinga Tjarutja Aboriginal Lands
Nullarbor National Park	✓	✓	✓				✓	✓	✓		Not enter or include on its itinerary any cave other than the public access caves, Murrawijinie 1, 2 and 3.
Pinkawillinie Conservation Park	✓	✓						✓	✓		
Point Labatt Conservation Park	✓	✓					✓	✓	✓		
Venus Bay Conservation Park	✓	✓		✓				✓	✓	✓	Obtain approval from district staff on (08) 8688 3111 before conducting tours between sunset and sunrise.
Wahgunyah Conservation Park	✓		✓						✓		
Whyalla Conservation Park	✓	✓						✓	✓		
Yellabinna Regional Reserve	✓	✓	✓						✓		
Yeldulknie Conservation Park	✓	✓									

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	Sightseeing	Bushwalking	Camping	Canoeing/ Kayaking	Cycling trails	Rock-climbing/ Abseiling	Coach	4WD Coach	4WD	Boat	SPECIAL CONDITIONS
Riverland & Murraylands Region											
Chowilla Game Reserve	✓	✓	✓	✓				✓	✓	✓	
Danggali Conservation Park	✓	✓	✓					✓	✓		Must contact the DEW Murraylands office on (08) 8595 2111 prior to accessing the reserve
Loch Luna Game Reserve	✓	✓	✓	✓				✓	✓	✓	
Moorook Game Reserve	✓	✓	✓	✓				✓	✓	✓	
Murray River National Park	✓	✓	✓	✓				✓	✓	✓	Must contact the DEW Murraylands office on (08) 8595 2111 prior to accessing the reserve
Ngarkat Conservation Park	✓	✓	✓						✓		Must contact the DEW Murraylands Mallee District office on (08) 8576 3690 prior to accessing the reserve.

ANNEXURE B

H5 Avian Influenza (bird flu)

Biosecurity measures – Highly Pathogenic Avian Influenza

Baseline biosecurity measures

Baseline biosecurity measures are to be followed prior to the detection of HPAI in Australia.

If you suspect animal/s may be infected with HPAI at any time, it must be reported immediately to the Emergency Animal Disease hotline 1800 675 88 (and maybe refer to the poster for what to report). Do not handle or remove animals suspected to have HPAI unless instructed to do so by government authorities.

During routine activities, operate with an increased awareness of potential risks of disease in wildlife. Always maintain good hygiene and biosecurity practices before, during and after working with wildlife, even when HPAI is not present in Australia and when animals appear to be healthy. The biosecurity and hygiene practices listed in this section should always be followed when interacting with wildlife populations and are considered “baseline biosecurity measures”.

Recommended baseline biosecurity measures for interaction with wildlife populations

- Interacting with wildlife populations may encompass a wide range of activities and includes observing animals at a distance.
- Prior to interacting with the wildlife population, the animals should be observed for signs of sickness or death.
- This should ideally be done at a distance, with binoculars or drones. If signs of sickness or death are observed, the activity should be avoided, and the disease reported to the Emergency Animal Disease Hotline on 1800 675 888. Maintain a log of visits to wildlife populations, including the date and time of the visit, what activities were undertaken and who was involved.

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Fact sheet

What to do if you have seen sick or dead birds



If you see multiple sick or dead birds, don't touch them.

- **Avoid** contact with sick or dead birds and keep pets away.
- **Record** the date, time, location, species (type of bird) and numbers.
- **Report** your observations to the Emergency Animal Disease Hotline on 1800 675 888, if you find:
 - 1 or more sick or dead waterfowl (ducks, geese, swans), shorebirds (stilts, avocets), seabirds or predatory and scavenging species in the same place
 - 5 or more sick or dead wild birds of any other species in the same place.

Large numbers of sick or dead birds are not normal and could be a sign of avian influenza (bird flu), which is highly infectious.



For more information about bird flu symptoms and reducing risks, visit:

pir.sa.gov.au/avian-influenza

Learn more

