



APPLICATION TO HOLD AN EVENT OR ACTIVITY IN THE WIRRABARA FOREST RESERVE

- 1. Name of Group: _____
- 2. Address: _____
- 3. Name of Organiser: _____ E-mail: _____
- 4. Phone No.: _____ Mobile No.: _____ Fax No.: _____
- 5. Contact During Event: _____ Mobile No.: _____
- 6. Type of Activity (Permitted Use): _____
- 7. Any issues from previous event requiring consideration? _____
- 8. Location of Activity (Licensed Area): _____

A route map and/or itinerary must be attached for approval

- 9. Licence Period: Date: ____ / ____ / ____ Time: ____ : ____ to Date: ____ / ____ / ____ Time: ____ : ____
- 10. Number of Entrants: _____ 11. Number of Spectators: _____ 12. Public Liability Insurance: _____

Please outline arrangements for the following:

- 13. Fire Protection: _____
- 14. Emergencies and First Aid: _____
- 15. Parking: _____
- 16. Toilet Facilities: _____
- 17. Forest Access (keys/combo): _____
- 18. Liquor Licensing: _____

19. Hire Facility Bookings:

Site:	_____
Date: ____ / ____ / ____ to ____ / ____ / ____	_____
Site:	_____
Date: ____ / ____ / ____ to ____ / ____ / ____	_____
Site:	_____
Date: ____ / ____ / ____ to ____ / ____ / ____	_____

20. Licence Fees: (Please contact Morgan Family Renewables Pty Ltd for costs)

	Number	Duration	Fee	Total (inc GST)
Adults	_____ X _____	X _____	\$ _____ =	\$ _____
Children	_____ X _____	X _____	\$ _____ =	\$ _____
Hut Hire	_____ X _____	X _____	\$ _____ =	\$ _____
Other	_____ X _____	X _____	\$ _____ =	\$ _____
Tax Invoice ABN: 83 907 003 190				\$ _____

22. (a) Additional Conditions or Restrictions – all events:

Declaration, I have read and agree to comply with the conditions of this event application and the attached Licence Terms and Conditions and declare that to the best of my knowledge the above information is correct.

Organiser's Signature: _____ Date: ____ / ____ / ____

22. (b) Additional Conditions or Restrictions – all events, including wedding / ceremony applicants:

Declaration, I affirm that an alternative location and plan is in place should unforeseen circumstances (such as Total Fire Ban Day declaration) prevent event proceeding as planned, and agree to finalise all accounts prior to event date.

Organiser's Signature: _____ Date: ____ / ____ / ____

Email your application to ed@morgansawmill.com.au at least **4 weeks** prior to the event with a copy of your Public Liability Policy. A confirmation notice will be sent once approved. See over page for contact details if you require any information



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For your safety, Forest Reserves are closed on Total Fire Ban Days and Forest Closure Days as enforced
by Morgan Family Renewables Pty Ltd
CFS Bushfire Hotline 1300 362 361

Morgan Family Renewables Pty Ltd Contact Details

Email: ed@morgansawmill.com.au

Internet: www.morgansawmill.com.au

Morgan Sawmill Jamestown

Phone: (08) 8664 0392

Ed : 0427 104 233

Mail: PO BOX 146, JAMESTOWN SA 5491

OFFICE USE ONLY

Assessment of Event Application and Approval:

Event Number: _____

Events Calendar Updated: Yes No N/A _____

Copy of Insurance Provided: Yes No N/A _____

Maps Provided: Yes No N/A _____

Route Approved: Yes No N/A _____

Arrangements Approved: Yes No N/A _____

Pre Event Inspection: Yes No N/A _____

Neighbours Notified: Yes No N/A (Use Neighbour Notification Register) _____

Forest Operations Identified: Yes No N/A _____

Environmental Impact Controls Identified: Yes No N/A _____

Phytophthora Management Identified: Yes No N/A _____

Bond Paid: Yes No N/A If Yes, amount \$ _____

Event Approved: Yes No N/A _____

Ranger: _____ Date: _____

Event/Activity Approval Notice Sent: Yes No N/A _____

Invoice Sent: Yes No N/A _____

Event Application and Approval Notice Attached to Calendar: Yes No N/A _____

Post Event Inspection:

Rubbish Removed: Yes No N/A _____

Signs Removed: Yes No N/A _____

Keys Returned or Combination Locks Removed: Yes No N/A _____

Fees/Invoice Paid: Yes No N/A _____

Environmental Controls Removed: Yes No N/A _____

Environmental Impact/s: Yes No N/A If Yes, complete Incident Report. Report No. _____

Inspection Satisfactory: Yes No N/A _____

Ranger: _____ Date: _____

Register and File

Folio No.:

LICENCE TERMS AND CONDITIONS

1. Application

These Licence Terms and Conditions will only apply if Morgan Family Renewables Pty Ltd sends you a written confirmation notice informing you that your application has been accepted.

2. The Licence

If your application is accepted, Morgan Family Renewables Pty Ltd will grant to you a non-exclusive licence to access and use the Licensed Area described in Item 7 of Page 1, for the Permitted Use described in Item 6 of page 1, for the duration of the Licence Period described in Item 8 of page 1 (unless terminated earlier) and on the terms and conditions set out in this licence.

3. Permitted Use, Access and Restrictions

- (a) You must not without the prior written consent of Morgan Family Renewables Pty Ltd use the Licensed Area for any purpose other than for the activity, event, or use described in Item 6 of Page 1 ("Permitted Use").
- (b) You acknowledge and agree that the licence granted by Morgan Family Renewables Pty Ltd is subject to the following restrictions:
 - (i) you have no right to remove or utilise in any way the forest vegetation, including without limitation the trees and timber, or minerals in the Licensed Area;
 - (ii) except as expressly required by Morgan Family Renewables Pty Ltd to carry out the Permitted Use, you must not make any improvements, alterations or additions to the Licensed Area, including the erection of advertising, signs, route markers or bunting without obtaining Morgan Family Renewables Pty Ltd's prior written consent;
 - (iii) advertising, signs, route markers or bunting must not be attached to trees by nails staples or wire, and must all be removed within 7 days;
 - (iv) during fire danger season, you must contact Morgan Family Renewables Pty Ltd prior to accessing the Licensed Area for any purpose to determine whether a total fire ban or "Forest Closure Day" is in force;
 - (v) you must not access the Licensed Area at any time whilst a total fire ban is in force, or whilst a "Forest Closure Day" is in force (as determined by Morgan Family Renewables Pty Ltd from time to time);
 - (vi) you must not damage, disturb or clear any flora or fauna, or any cultural features, facilities or improvements on the Licensed Area; and
 - (vii) you must remove all rubbish and evidence of your event from the Licensed Area and any nearby areas within 24 hours.
- (c) You must, at your own expense:
 - (i) comply with Morgan Family Renewables Pty Ltd's fire season requirements for licensees comprising Attachment 3, as amended, varied or replaced by Morgan Family Renewables Pty Ltd from time to time;
 - (ii) use the Licensed Area in a manner which keeps it in a good, neat and tidy condition and in a good and tenable state of repair and condition (fair wear and tear excepted);
 - (iii) use the Licensed Area in a safe and environmentally sound manner.
 - (iv) ensure that vehicles are parked only in designated parking areas;
 - (v) not use fireworks on or near any Morgan Family Renewables Pty Ltd land;
 - (vi) not use confetti or glitter on or near the Licensed Area;
 - (vii) promptly, and no later than 48 hours after discovery, notify Morgan Family Renewables Pty Ltd in writing of any damage whatsoever occurring to the Licensed Area;
 - (viii) promptly make good any damage (including pollution or contamination) caused to the Licensed Area by you or your agents, contractors, workmen or employees;
 - (ix) comply with all laws, and any notices, orders or requirements lawfully given or made by any authority or authorities, in respect of the Licensed Area or your use of the Licensed Area; and
 - (x) at your own expense obtain and maintain all approvals necessary for the Permitted Use.
- (d) Notwithstanding any other provisions of this licence, Morgan Family Renewables Pty Ltd may restrict the use of the Licensed Area where such use will in Morgan Family Renewables Pty Ltd's opinion cause damage to the Licensed Area or will prejudice, cause nuisance to or obstruct other users of Morgan Family Renewables Pty Ltd land.

4. Licence Fee

- (a) You must pay to Morgan Family Renewables Pty Ltd the licence fees set out in Item 19 of page 1 by no later than one week before the event. These fees are expressed inclusive of GST.
- (b) You must pay and discharge all other fees, charges, and outgoings (if any) levied in respect of the Licensed Area relating to your activities.

5. Obligations at the End of the Licence Period

You will, upon the expiration or earlier termination of this licence vacate the Licensed Area and reinstate to such condition as is consistent with the obligations contained in this licence. You must, if Morgan Family Renewables Pty Ltd so requires, remove any improvements, additions or alterations you have erected or made on the Licensed Area, and if you fail to do so such improvements, additions or

alterations become the property of Morgan Family Renewables Pty Ltd and Morgan Family Renewables Pty Ltd is not liable to compensate you for them.

6. No Assignment

You must not assign, transfer, sub-let or sub-licence or otherwise permit a third party to use the Licensed Area without obtaining Morgan Family Renewables Pty Ltd's prior written consent.

7. Inspection

- (a) Morgan Family Renewables Pty Ltd retains all rights to access and use the Licensed Area for its own purposes, and without limiting such rights Morgan Family Renewables Pty Ltd may at any time inspect and examine the condition of the Licensed Area.
- (b) Morgan Family Renewables Pty Ltd may require you by notice in writing to undertake repairs to the Licensed Area or other actions to ensure compliance with obligations contained in this licence, and you must comply with any notice issued pursuant to this clause within the time specified in the notice.
- (c) If you fail to comply with obligations under this clause, Morgan Family Renewables Pty Ltd may carry out the repairs or undertake your other obligations at your expense.
- (d) All monies expended by Morgan Family Renewables Pty Ltd in carrying out repairs, litter removal, and other of your obligations will be owed by you as a debt to Morgan Family Renewables Pty Ltd.

8. Release

- (a) You acknowledge and agree that you have been given the opportunity to inspect the Licensed Area prior to entering this licence, and you have satisfied yourself of the fitness of the Licensed Area for the Permitted Use.
- (b) You occupy and use the Licensed Area at your own risk and you release to the full extent permitted by law Morgan Family Renewables Pty Ltd, and their officers, employees, contractors and agents from all claims resulting from any loss of life, accident, injury to persons or loss of or damage to property occurring in, on or in the vicinity of the Licensed Area or as a result of your use of the Licensed Area (including any loss of or damage to any of your personal property).

9. Insurance and Indemnity

- (a) If through the breach of this licence or your negligence a claim is brought against Morgan Family Renewables Pty Ltd, you must indemnify Morgan Family Renewables Pty Ltd against all costs and liabilities arising from such claims.
- (b) You must effect and maintain a Public Liability policy of insurance, for not less than Ten Million Dollars (\$10,000,000.00), or such other amount specified in Item 11 of on page 1, in respect of any claim arising from, or related to, your access to and use of the Licensed Area.
- (c) Morgan Family Renewables Pty Ltd may require you to provide proof that the policy of insurance required by this clause has been effected and maintained.

10. Damage or Destruction

- (a) Morgan Family Renewables Pty Ltd has no obligation to reinstate or restore the Licensed Area or adjacent land if it is rendered unfit for your occupation or use or cannot be accessed.
- (b) Licensed Area is damaged or destroyed, Morgan Family Renewables Pty Ltd may determine in its absolute discretion whether the Licensed Area has been rendered unfit for your occupation or use.
- (c) If Morgan Family Renewables Pty Ltd determines that the Licensed Area is unfit for your occupation or use, or cannot be accessed this licence will terminate, with no liability to Morgan Family Renewables Pty Ltd.

11. Termination

- (a) Morgan Family Renewables Pty Ltd may terminate this licence immediately by notice in writing to you and require you to vacate the Licensed Area if:
 - (i) you fail to pay the licence fees within the time fixed by this licence;
 - (ii) you breach any obligation imposed on you by this licence;
 - (iii) you enter into a form of insolvency administration.
- (b) Morgan Family Renewables Pty Ltd may terminate this licence by one month's notice in writing to you and require you to vacate the Licensed Area if it requires the Licensed Area for other purposes, including without limitation logging or plantation operations.
- (c) Morgan Family Renewables Pty Ltd may terminate this licence without cause by three months' notice in writing to you and require you to vacate the Licensed Area.
- (d) Termination of this licence by Morgan Family Renewables Pty Ltd shall be without prejudice to any rights, remedies or actions that Morgan Family Renewables Pty Ltd may have or has against you in respect of any antecedent breach by you of the terms and conditions contained in this licence.

12. Publicity

You must not promote or publicise your activity or event until it has been approved.

13. Special Conditions

You must comply with the additional conditions or restrictions (if any) specified in Item 20 of page 1.