

## PERMIT

## PERMITNO

Great Barrier Reef Marine Park Regulations 2019 (Commonwealth)  
Marine Parks Regulation 2017 (Queensland)

### CORE MATTERS

---

These permissions remain in force, unless sooner surrendered or revoked for the following period:

**START DATE** TO **EXPIRY DATE**

Permission is granted to:

PERMIT HOLDER: **PERMIT HOLDER**  
**TRADING AS**  
ADDRESS: **ADDRESS 1**  
**ADDRESS 2**  
**ADDRESS 3**

for use of and entry to zones in the **Amalgamated Great Barrier Reef Marine Park Section** (as established by the *Great Barrier Reef Marine Park Act 1975* (Cth)) and the **Great Barrier Reef Coast Marine Park** (as established by the *Marine Parks Act 2004* (Qld)) in accordance with the details set out herein.

**NOT FOR SIGNATURE EXAMPLE ONLY** Date: DD/MM/YYYY

**NOT FOR SIGNATURE EXAMPLE ONLY** Date: DD/MM/YYYY

Delegate for the  
Great Barrier Reef Marine Park Authority

Delegate for the Chief Executive of the  
Department of Environment and Science

---

**THE PURPOSE/S OF USE AND ENTRY MAY ONLY BE UNDERTAKEN IN THE ZONE/S DESCRIBED BELOW**

---

**ZONE/S TO WHICH THE PERMISSION APPLIES:**

- All zones EXCEPT Preservation Zones, Special Management Areas in accordance with the Conditions of Permission and those locations during the periods listed as exclusions in the Conditions of Permission.

**PURPOSE/S OF USE AND ENTRY AUTHORISED BY THE PERMISSION:**

**A program to take animals or plants that pose a threat to marine ecosystems in the Marine Park – being:**

- **a Control Program** – for crown-of-thorns starfish (*Acanthaster* spp.) and carnivorous gastropods (*Drupella* spp.).
-

---

## CONDITIONS OF PERMISSIONS

---

### COMPLIANCE WITH ALL LAWS

- G1 All activities conducted under this permission must be undertaken in accordance with the provisions of the laws in force from time to time in the State of Queensland and the Commonwealth of Australia.
- G2 To the extent applicable and unless written endorsement to the contrary appears in this permit, the Permit Holder must:
- (i) comply with the enforcement provisions contained in Part 2 of the Plans of Management gazetted under Part VB of the *Great Barrier Reef Marine Park Act 1975*; and
  - (ii) only operate to an intertidal area adjacent to a location within the Planning Areas with access consistent with that provided in the Plans of Management for that adjacent location.
- G3 The Permit Holder must ensure:
- (i) the Restricted Access Special Management Areas are not used or entered at any time;
  - (ii) the Maritime Cultural Heritage Special Management Areas are only used or entered for the purpose of transiting; and
  - (iii) all other Special Management Areas are used and entered in accordance with the restrictions specified in the Great Barrier Reef Marine Park Regulations 2019 and the *Great Barrier Reef Marine Park Zoning Plan 2003*.
- G4 The Permit Holder must ensure that when operations are conducted in the Marine Parks under this permit, a copy of this permit is held at the site or sites of operation and on the vessel or aircraft or ship during transit to and from that site or sites.
- G5 The Permit Holder must inform staff and participants in the program of relevant restrictions applying under any zoning plans, plans of management, Marine Parks regulations and this permit.
- G6 The Permit Holder must further comply with the conditions specified in any schedules attached to this permit when entering or using a zone of, or place in, the Marine Parks to which the relevant conditions relate.

### INDEMNITY

- G7 The Permit Holder
- (i) indemnifies; and
  - (ii) releases and discharges
- the Managing Agency from and against all actions, proceedings, claims, demands, costs, losses, damages, liability and expenses which may be brought against or made upon the Managing Agency, or which the Managing Agency may pay, sustain or be put to by reason of, or in consequence of, or in connection with this permit and the occupation and use of the Marine Parks by the Permit Holder except to the extent of any negligent act of the Managing Agency, its servants or agents.
- G8 The Permit Holder must notify the Managing Agency in writing of any death, injury, loss or damage immediately upon the Permit Holder becoming aware of such death, injury, loss or damage.

### NO WARRANTY AND RISK

- G9 The Managing Agency does not warrant that the Marine Parks are free from defect or that they are safe, fit, suitable or adequate for the permitted use. To the full extent permitted by law, all warranties as to fitness, suitability and adequacy implied by law are expressly excluded.
- G10 The Permit Holder uses the Marine Parks entirely at its own risk and is responsible for ensuring the area is suitable for the permitted use prior to commencing any permitted use.

### INSURANCE

- G11 For the term of this permit, the Permit Holder must take out and maintain the following insurances, and must supply documentary evidence of such insurances to the Managing Agency upon request:
- (i) a public liability insurance policy for not less than \$10 million arising from any one (1) event in respect of the death of, or injury to, persons or loss or damage to property; and
  - (ii) insurance under all applicable laws relating to workers' compensation to cover workers, eligible persons, self-employed contractors, directors, trustees and partners.

- G12 From time to time the Managing Agency may issue a notice to the Permit Holder increasing the minimum insurance cover required by condition G11(i) if the Managing Agency reasonably believes increased insurance coverage is required.
- G13 The Permit Holder must ensure that the insurance policies required under condition G11 are with an Appropriate Insurer.
- G14 The Permit Holder must ensure that the insurance policies that it has effected to cover the insurable interests pursuant to condition G11(i) cover all invitees, employees, contractors, agents, members or clients of the Permit Holder and names the Managing Agency as an interested party.
- G15 In any circumstance where the insurances required under this permit are cancelled, altered or expire before the expiry date of this permit, the Permit Holder must cease all activities in the Marine Parks until such time as alternative insurance policies that comply with the requirements of condition G11 have been obtained.
- G16 The Permit Holder is deemed to have complied with conditions G11(i), where the Permit Holder:
- (i) is a Commonwealth, State or Territory government department, agency or statutory body; and
  - (ii) is a self-insurer; and
  - (iii) has provided the Managing Agency with a certificate from an authorised officer of that department, agency or statutory body, to that effect.

---

## CROWN-OF-THORNS STARFISH CONTROL PROGRAM SCHEDULE

---

- W1 The Permit Holder must only conduct the Control Program using the endorsed products and solution concentrations in the Guidelines, or as directed in writing by GBRMPA.
- W2 The Permit Holder must keep a current record of every crown-of-thorns starfish culled under this permit. The data must be kept in an electronic data collection form approved by GBRMPA, and must be forwarded to GBRMPA within 21 days of written request and prior to expiry of the permit.
- W3 The Permit Holder must ensure that any equipment deployed whilst undertaking the Control Program is attended at all times and removed from the Marine Parks following use and prior to the end of each visit.

EXAMPLE ONLY

---

## DRUPELLA CONTROL PROGRAM SCHEDULE

---

- D1 The Permit Holder must keep a current record of every *Drupella* removed under this permit. The data must be kept in an electronic data collection form approved by GBRMPA, and must be forwarded to GBRMPA within 21 days of written request and prior to expiry of the permit.
- D2 The Permit Holder must ensure that any equipment associated with the Control Program (ropes, markers, etc.) are removed at the completion of the program.
- D3 The Permit Holder must ensure that persons conducting the *Drupella* removal are appropriately trained and proficient at *Drupella* identification and removal before participating in the removal program.
- D4 The Permit Holder must ensure that when using any *Drupella* collection devices, damage to coral, the substratum or associated organisms is minimised. Appropriate devices may include tongs, tweezers, forceps or suction devices.

EXAMPLE ONLY

## INTERPRETATION AND DEFINITIONS

### INTERPRETATION

This permit extends to all employees of the Permit Holder, or other persons, who are acting on behalf of, or at the direction of, the Permit Holder for the purposes specified in this permit.

This permit is not intended to extinguish any native title.

A law shall be taken to be a law in force in the State of Queensland notwithstanding that it applies to only part of the State.

A word or phrase in this permit has the same meaning as the word or phrase has in the *Great Barrier Reef Marine Park Act 1975* (Cth), the *Great Barrier Reef Marine Park Regulations 2019* (Cth), the *Marine Parks Act 2004* (Qld), the *Marine Parks Regulation 2017* (Qld), *Zoning Plans* or *Plans of Management*, unless the contrary intention appears.

A note or heading may be used to give assistance in interpreting conditions in case of ambiguity.

A reference to a date includes that date.

### DEFINITIONS

**'aircraft'** means any machine supported for flight in the air by buoyancy (such as balloons and other lighter-than-air craft), or by dynamic action of air on its surfaces (such as aeroplanes, helicopters, gliders and other heavier-than-air craft).

**'Appropriate Insurer'** means an insurer that is registered with the Australian Prudential Regulation Authority and has an S&P rating of no less than A-

**'Australian Prudential Regulation Authority'** means a statutory body created under the *Insurance Act 1973* (Cth) to regulate members of the finance, insurance and superannuation industry.

**'Control Program'** means the methods implemented to:

- suppress and/or contain the spread of crown-of-thorns starfish or *Drupella sp.*; or
- protect individual reefs or reef sites from the impacts of crown-of-thorns starfish or *Drupella sp.*; and
- manage the arrangements put in place to monitor and report numbers sighted and/or culled.

**'GBRMPA'** means the Great Barrier Reef Marine Park Authority.

**'Guidelines'** means Great Barrier Reef Marine Park Authority (2014) *Crown-of-thorns starfish control guidelines*, GBRMPA, Townsville; and any subsequent revisions of this publication.

**'intertidal area'** means that area of the Great Barrier Reef Coast Marine Park between mean low water and the landward boundaries of the Great Barrier Reef Coast Marine Park.

**'location'** means a discrete, identified reef, or a continuous non-reef area of up to 10 square kilometres.

**'Managing Agency':**

- in relation to the Great Barrier Reef Marine Park, means the Great Barrier Reef Marine Park Authority, a member of the staff of that Authority or a person referred to in Section 48A of the *Great Barrier Reef Marine Park Act 1975* (Cth) performing functions or exercising powers under that Act in accordance with an agreement referred to in that section; and
- in relation to the Great Barrier Reef Coast Marine Park, means the Chief Executive of the Department of Environment and Science, his/her Delegate, an officer of the Queensland Parks and Wildlife Service, or a person referred to in section 52 of the *Marine Parks Act 2004* (Qld), appointed as an inspector.

**'Marine Parks'** means:

- the Great Barrier Reef Marine Park established by the *Great Barrier Reef Marine Park Act 1975* (Cth); and
- the Great Barrier Reef Coast Marine Park established pursuant to the *Marine Parks Act 2004* (Qld).

**'Marine Parks regulations'** means:

- in relation to the Great Barrier Reef Marine Park, the *Great Barrier Reef Marine Park Regulations 2019* (Cth); and
- in relation to the Great Barrier Reef Coast Marine Park, the *Marine Parks Regulation 2017* (Qld).

**'marine product'** includes:

- any naturally-occurring material making up the sea-bed within the Marine Park (for example, coral, limestone, shell-grit, or star sand); and
- seawater.

**'permit'** means the permissions the subject of Permit Number PERMITNO granted to the Permit Holder pursuant to the *Great Barrier Reef Marine Park Regulations 2019* (Cth) and the *Marine Parks Regulation 2017* (Qld).

**'person'** includes a natural person, a body corporate, a company or an association incorporated.

**'ship'** has the same meaning as in the *Great Barrier Reef Marine Park Regulations 2019* (Cth).

**'take' or 'taking'** an animal, plant or marine product includes:

- removing, gathering, catching, capturing, killing, destroying, dredging for, raising, carrying away, bringing ashore, interfering with and obtaining (by any other means) the animal, plant or marine product; and
- attempting to do anything mentioned in paragraph (a).

**'visit'** in relation to a vessel or aircraft or ship (including the use of an ancillary vessel) means accessing a permitted location, without departure, for a period not exceeding 24 hours.

**'Zoning Plan'**

- means: in relation to the Great Barrier Reef Marine Park, the *Great Barrier Reef Marine Park Zoning Plan 2003* (Cth); and
- in relation to the Great Barrier Reef Coast Marine Park, the *Marine Parks (Great Barrier Reef Coast) Zoning Plan 2004* (Qld).