



# PERMIT DEED

**THIS DEED** is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2022

**BETWEEN:** The Commonwealth of Australia acting through the  
**GREAT BARRIER REEF MARINE PARK AUTHORITY**

**AND:** the **Permit Holder** identified in the Schedule

**AND:** any other person identified in the Schedule as a Party

**BACKGROUND:**

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- A. The Authority has granted the Permit to the Permit Holder.
- B. It is a condition of the Permit that the Permit Holder enters into this Deed and, where applicable, procures the Other Parties to enter into this Deed.

**COVENANTS:**

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This Deed comprises:

- a) this Background and Covenants page;
- b) the Schedule;
- c) the Dictionary;
- d) the General Provisions (as modified by the Schedule); and
- e) the Execution page(s).

The Parties agree, and covenant with each other, in terms of this Deed.

# SCHEDULE

Item title (general provision number)	Operative information	Details
<b>Parties</b>	The Authority	THE COMMONWEALTH OF AUSTRALIA, acting through the GREAT BARRIER REEF MARINE PARK AUTHORITY (ABN 12 949 356 885)
	Permit Holder	<i>[insert Permit Holder name as it appears on the Permit, including the ACN/ABN if applicable]</i>
	Guarantor - third party	<i>[insert name of third party Guarantor]</i> or Not Applicable
	Guarantor - Directors/ office bearers	<i>[insert positions names of Directors / office bearers]</i> or Not Applicable
	The State	THE STATE OF QUEENSLAND, through the Queensland Parks and Wildlife Service <i>or Not Applicable if this is a two party Deed</i>
<b>Parties' contact and service details (20)</b>	The Authority	280 Flinders Street TOWNSVILLE. QLD. 4810.  PO Box 1379 TOWNSVILLE QLD 4810. <a href="mailto:assessments@gbmpa.gov.au">assessments@gbmpa.gov.au</a>
	Permit Holder	<i>[insert physical address]</i> <i>[insert postal address]</i> <i>[insert email address]</i>
	Guarantor - third party	<i>[insert name of Guarantor]</i> <i>[insert physical address]</i> <i>[insert postal address]</i> <i>[insert email address]</i> or Not Applicable
	Guarantor - Directors/ office bearers	<i>[insert name of Guarantor]</i> <i>[insert position of Guarantor]</i> <i>[insert physical address]</i> <i>[insert postal address]</i> <i>[insert email address]</i> or Not Applicable
	The State	C/- The Great Barrier Reef Marine Park Authority 280 Flinders Street TOWNSVILLE. QLD. 4810.  PO Box 1379 TOWNSVILLE QLD 4810 <a href="mailto:permitsgbr@des.qld.gov.au">permitsgbr@des.qld.gov.au</a> <i>or Not Applicable if this is a two party Deed</i>

# SCHEDULE

Item title (general provision number)	Operative information	Details
<b>Permit Number</b>	GXX/XXXXX.X	<i>[insert general description of nature of the Permit e.g. tourist program.]</i>
<b>Insurance (8)</b>  This General Provision applies <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Insurance requirements</b>  Public liability: <input type="checkbox"/> Yes <input type="checkbox"/> No  Professional indemnity: <input type="checkbox"/> Yes <input type="checkbox"/> No  Contract Works: <input type="checkbox"/> Yes <input type="checkbox"/> No  Other (specify): <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Insurance levels</b>  Public liability: \$10,000,000 <i>or</i> Not Applicable  Professional indemnity: \$ <i>XXX or</i> Not Applicable  Contract Works: \$ <i>XXX or</i> Not Applicable  Other (specify): \$ <i>XXX or</i> Not Applicable <i>(Examples: machinery breakdown, third party property damage, damage to works)</i>
<b>Security (13 and 30)</b>  This General Provision applies <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Security requirements:</b>  Bond: <input type="checkbox"/> Yes <input type="checkbox"/> No  Bank Guarantee: <input type="checkbox"/> Yes <input type="checkbox"/> No  Personal Guarantee: <input type="checkbox"/> Yes <input type="checkbox"/> No  Maintenance of Security after Permit Term ends: <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Security levels:</b>  Bond: \$ <i>XXX or</i> Not Applicable  Bank Guarantee \$ <i>XXX or</i> Not Applicable  Timely and complete compliance with this Deed <i>or</i> Not Applicable  Period of maintenance of Security after Permit Term ends:  Six (6) years <i>or</i> Not Applicable

<p><b>Remediation (10)</b></p> <p>This General Provision applies</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p><i>(Not for completion)</i></p>	<p><i>Extent of Remediation required (specify):</i></p> <p><i>[insert general or specific details of Remediation required]</i></p> <p><i>or</i></p> <p>GENERAL - Complete, without restriction.</p>
<p><b>Removal (9)</b></p> <p>This General Provision applies</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p><i>(Not for completion)</i></p>	<p><i>Extent of Removal required (specify):</i></p> <p><i>[insert general or specific details of Removal required]</i></p> <p><i>or</i></p> <p>GENERAL - Complete, without restriction.</p>
<p><b>Indemnity (15)</b></p> <p>This General Provision applies</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p><i>(Not for completion)</i></p>	<p><i>Extent of Indemnification required (specify):</i></p> <p><i>[insert general or specific details of Indemnification required] or</i></p> <p>GENERAL - Complete, without restriction.</p>
<p><b>Performance Conditions (14)</b></p> <p>This General Provision applies</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p><i>(Not for completion)</i></p>	<p><i>Performance Conditions to be met by the Permit Holder (specify):</i></p> <p><i>[insert general or specific Performance Conditions to apply] or</i></p> <p>GENERAL - Complete, without restriction.</p>
<p><b>Enter, Inspect and Step-in Rights (12)</b></p> <p>This General Provision applies</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p><i>(Not for completion)</i></p>	<p><i>In addition to those specified in the General Provisions, other circumstances that activate the Step-in Right (specify):</i></p> <p><i>[insert general or specific step-in Rights [insert details] or</i></p> <p>GENERAL - No other circumstances beyond those contemplated by this Deed.</p>
<p><b>Special Provisions (31)</b></p> <p>This General Provision applies</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p><i>(Not for completion)</i></p>	<p><i>Special Provisions (specify):</i></p> <p><i>[insert Special Provisions] or</i></p> <p><b>UNDERTAKING ONLY</b> – <i>[The Authority will accept a signed letter of undertaking from the Permit Holder to satisfy the security provisions identified in the Schedule] or</i></p> <p>Not Applicable</p>

# DICTIONARY

Term	Meaning
<b>Act</b>	<i>Great Barrier Reef Marine Park Act 1975</i>
<b>Applicable Laws</b>	includes statutes, regulations, legislative instruments, notifiable instruments and any other delegated legislation
<b>Associates</b>	employees, agents and otherwise-authorized officers of the Authority and (according to context and as the case may be) of the State
<b>the Authority</b>	the Commonwealth of Australia acting through the Great Barrier Reef Marine Park Authority
<b>Bank Guarantee</b>	an unconditional and irrevocable undertaking (or any replacement of it or addition to it) by a bank on terms acceptable to the Authority, acting reasonably, to pay to the Authority on demand the amount identified in the Schedule
<b>Bond</b>	a deposit of cash with the Authority, or (in the case of a government entity or statutory authority) an enforceable and irrevocable undertaking, in the amount identified in the Schedule
<b>Business Day</b>	a day other than a Saturday, Sunday or public holiday in the place concerned
<b>Changed Circumstances</b>	the non-completion of the Details component referable to a Variable (as contemplated by General provision 3.3 or a change in the circumstances of the Permit Holder, or in the circumstances which were the basis of this Deed, which: <ul style="list-style-type: none"> <li data-bbox="491 925 1477 965">▪ was not foreseen or foreseeable by the Authority; and</li> <li data-bbox="491 969 1477 1010">▪ was not caused by the Authority; and</li> <li data-bbox="491 1014 1477 1077">▪ renders the performance of this Deed by the Permit Holder wholly or largely impracticable; or</li> <li data-bbox="491 1081 1477 1144">▪ renders the performance of this Deed by the Permit Holder insufficient to attain objects of the Act</li> </ul>
<b>Claims</b>	every claim, action, suit, liability or demand of any kind for legal, equitable or administrative relief of any kind including for loss or damage and including all costs and expenses assessed on a full indemnity basis
<b>Default</b>	an event identified in General Provision 18 as a Default
<b>Dictionary</b>	this dictionary which forms part of this Deed
<b>Dispute</b>	a dispute arising out of or in connection with this Deed, or its performance, but the term does not include a dispute in relation to the Permit or any other matter in respect of which a person has an entitlement to adjudication (including by way of appeal or review) under the Act
<b>Enter</b>	in relation to the Site and the Works and the Permitted Activities: <ul style="list-style-type: none"> <li data-bbox="491 1503 1477 1543">▪ enter;</li> <li data-bbox="491 1547 1477 1588">▪ have access to;</li> <li data-bbox="491 1592 1477 1632">▪ traverse;</li> <li data-bbox="491 1637 1477 1677">▪ berth; and</li> <li data-bbox="491 1682 1477 1722">▪ open gates, doors and other barricades (including by force if necessary).</li> </ul>
<b>Environment</b>	in each case in conjunction with, or instead of, the Permit Holder at the Authority's election
<b>Environmental Harm Assessment</b>	has the same meaning as in the Permit
<b>Environmental Harm Assessment</b>	an assessment of Harm to the environment conducted pursuant to General Provision 11.2

# DICTIONARY

Term	Meaning
<b>Environmental Management Plan</b>	has the same meaning as in the Permit and includes any such plan referred to in the Permit, including any approved variations thereto
<b>Environmental Site Supervisor</b>	the person from time to time notified by the Authority or the State (as the case may be) to the Permit Holder, funded in accordance with this Deed
<b>Facility</b>	has the same meaning as in the Permit and includes any such facility referred to in the Permit
<b>General Provisions</b>	the terms and conditions in the document entitled “General Provisions” which forms part of this Deed
<b>Guarantor</b>	a person named as such in the Schedule
<b>Harm</b>	<p>includes:</p> <ul style="list-style-type: none"> <li>▪ any adverse effect or potential adverse effect (whether temporary or permanent and of whatever magnitude, duration or frequency);</li> <li>▪ direct or indirect harm; or</li> <li>▪ harm to which the person’s use or entry has contributed, to any extent (whether or not other matters have contributed to the harm).</li> </ul>
<b>Indemnify</b>	indemnify and save harmless against all Claims arising out of or in relation to an action, event or circumstance
<b>Inspect</b>	<p>in relation to the Site, the Works, the Permitted Activities and any records (in any form) of the Permit Holder pertaining to the Site, the Works and the Permitted Activities:</p> <ul style="list-style-type: none"> <li>▪ inspect;</li> <li>▪ review;</li> <li>▪ copy;</li> <li>▪ audit;</li> <li>▪ analyse; and</li> <li>▪ test (including by taking samples and activating or operating the Permit Holder’s property).</li> </ul> <p>in each case in conjunction with, or instead of, the Permit Holder at the Authority’s election</p>
<b>Insure</b>	take out and maintain Insurance against the risks, and for the amounts, identified in the Schedule
<b>Insurance</b>	a policy of insurance, with a reputable insurance company approved by the Authority, in the name of the Permit Holder and noting the interests of the Authority
<b>Item</b>	an Item identified as such in the Schedule, comprising (in each case) the Item title, General Provisions reference (if any), Operative Information (if any) and Details components
<b>Marine Park</b>	the Great Barrier Reef Marine Park established by the Act and/ or the Great Barrier Reef Coast Marine Park established by the Marine Parks Act 2004 (Qld) (as the case may be)
<b>Monitoring Consultant</b>	the person from time to time nominated as such by the Permit Holder and approved by the Authority
<b>Other Parties</b>	all persons, other than the Authority, the Permit Holder and the State, who are parties to this Deed (for example, Guarantors)
<b>Parties</b>	persons who are parties to this Deed

# DICTIONARY

Term	Meaning
<b>Permit</b>	the permit (or permits, as the case may be), issued to the Permit Holder by the Authority, identified as such in the Schedule and any permit issued to the Permit Holder by the Authority in substitution for that permit
<b>Permit Conditions</b>	the conditions, requirements and obligations imposed on the Permit Holder by the Permit
<b>Permit Term</b>	the period of time the permissions referred to in the Permit remain in force in accordance with the Regulations
<b>Permit Holder</b>	the Permit Holder under the Permit and any successor, personal representative, liquidator, administrator or any other person who assumes the legal entitlements and responsibilities of the Permit Holder under the Permit
<b>Permitted Activity</b>	any activity, operation or action contemplated by the permissions reflected in the Permit, whether undertaken by the Permit Holder or by any person acting with the Permit Holder's authority, approval or acquiescence
<b>Person</b>	includes a natural person, body corporate (of any kind), partnership, unincorporated association and any other entity or organisation having a legal persona
<b>Personal Guarantee</b>	a guarantee of the Permit Holder's compliance with this Deed in accordance with General Provision 30.2
<b>Regulations</b>	the Great Barrier Reef Marine Park Regulations 2019
<b>Remediation</b>	restoration, by all means necessary, of a place or property to its state prior to being used or occupied by the Permit Holder or by any person acting with the Permit Holder's authority, approval or acquiescence
<b>Removal</b>	removal of a thing (including any Facility, Works, plant and equipment, infrastructure, improvements, constructions and moorings) from the Site, or such other place where it is located
<b>Schedule</b>	the schedule, described as such, which forms part of this Deed
<b>Security</b>	the security identified in the Schedule
<b>Site</b>	the site identified as such in the Schedule
<b>Special Provisions</b>	the special provisions identified as such in the Schedule
<b>the State</b>	the State of Queensland, acting through the Queensland Parks and Wildlife Service
<b>Step-In</b>	<p>in relation to the Site, the Works and the Permitted Activities:</p> <ul style="list-style-type: none"> <li>▪ assume occupation of;</li> <li>▪ assume control over;</li> <li>▪ assume conduct of;</li> <li>▪ undertake;</li> <li>▪ construct;</li> <li>▪ repair;</li> <li>▪ maintain; and</li> <li>▪ undertake Removal</li> </ul> <p>in each case in conjunction with, or instead of, the Permit Holder at the Authority's election</p>

# DICTIONARY

Term	Meaning
<b>Supervision and Maintenance Costs</b>	<p>the reasonable costs of, and incidental to any or all (as the case may be) of the following:</p> <ul style="list-style-type: none"> <li>▪ transport, accommodation and food incurred by the Authority in carrying out environmental site supervision associated with the supervision or inspection of works within the Marine Park pursuant to the Permit;</li> <li>▪ the selection and ongoing costs of a Monitoring Consultant;</li> <li>▪ the selection and ongoing costs of an Environmental Site Supervisor;</li> <li>▪ any expert panel or reviewers required under this Deed or under an Environmental Management Plan; and</li> <li>▪ an Environmental Harm Assessment conducted in accordance with General Provision 11.2</li> </ul>
<b>Umbrella Security</b>	<p>a Bond or Bank Guarantee which is designated and structured to respond to the Permit and one or more other permits granted by the Authority under the Act</p>
<b>Variable Works</b>	<p>a variable in any part of an Item which requires a “yes” or “no” answer</p>
<b>Works</b>	<p>has the same meaning as in the Permit</p>
<b>Zoning Plan</b>	<p>a zoning plan prepared in accordance with Division 2 of Part V of the Act; at the date of this Permit it means the Great Barrier Reef Marine Park Zoning Plan 2003</p>

EXAMPLE ONLY



In the interpretation of this Deed:

- a) singular includes plural and vice versa;
- b) references to statutes include statutes amending, consolidating or replacing the statutes referred to and all regulations, legislative instruments and notifiable instruments made under or in accordance with those statutes;
- c) where any word or phrase is given a defined meaning, any other grammatical form of that word or phrase has a corresponding meaning;
- d) covenants by a Party include an obligation to procure compliance by each of the Parties' employees and all other persons under the control of that Party;
- e) any undertaking by a Party not to do any act or thing is taken to include an undertaking not to permit or suffer the doing of the act or thing;
- f) references to "writing" include all means of reproducing words in a tangible, permanently visible form in the English language;
- g) a reference to anything after the words "includes" or "including" does not limit what else might be included.

EXAMPLE ONLY

# GENERAL PROVISIONS

## 1. DICTIONARY

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1.1 Terms which are defined in the Dictionary have the meanings respectively ascribed to them.

## 2. APPLICATION OF THESE GENERAL PROVISIONS

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2.1 These General Provisions apply:

- (a) except to the extent stipulated otherwise in the Schedule; and
- (b) as covenants between the Parties.

## 3. APPLICATION OF THE SCHEDULE

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3.1 If an item is completed:

- (a) the General Provision (if any) referred to in that Item and all other General Provisions referable to that Item apply under this Deed; and
- (b) the requirement of the Permit Holder to provide information or take action as referred to in that Item takes effect as a covenant under this Deed.

3.2 If neither the “yes” nor the “no” box is marked in any Variable, the “yes” box is deemed to be marked unless the Authority specifies otherwise.

3.3 If the Details component referable to a Variable has not been completed, the non-completion will be deemed a Changed Circumstance.

3.4 If the “no” box is marked in any Variable, the General Provision(s) referred to in or referable to that Variable do not apply under this Deed.

## 4. ACKNOWLEDGEMENT OF NECESSITY OF PERMIT & THIS DEED

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4.1 The Permit Conditions and the covenants of this Deed are necessary for the attainment of the objects of the Act.

## 5. COVENANT TO COMPLY WITH PERMIT CONDITIONS

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5.1 The Permit Holder must comply with the Permit Conditions.

## 6. APPLICATION OF GENERAL PROVISIONS – PERMIT TERM

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6.1 General Provisions 8 (Insurance) and 14 (Performance Conditions) apply throughout the Permit Term.

6.2 All other General Provisions apply throughout the Permit Term and for six (6) years after the Permit Term or such other period as is identified in individual General Provisions.

## 7. CHANGED CIRCUMSTANCES

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7.1 If Changed Circumstances arise at any time during the Permit Term, the Authority is entitled (but not obliged) to:

- (a) suspend the operation of this Deed for as long as the Changed Circumstances continue; and / or
- (b) modify this Deed to accommodate the Changed Circumstances.

# GENERAL PROVISIONS

- 7.2 The Authority may not take action under General Provision 7.1 unless:
- (a) the action is reasonable; and
  - (b) the Authority has consulted, in good faith, with the Permit Holder about the proposed action; and
  - (c) (other than in an emergency) the Authority has allowed the Permit Holder a reasonable time to prepare for the Authority's action.
- 7.3 If the Authority modifies this Deed under General Provision 7.1 the Deed will thereafter apply between the Authority and the Permit Holder in that modified form.

## 8. INSURANCE

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- 8.1 The Permit Holder must:
- (a) Insure;
  - (b) provide evidence to the Authority of its compliance with General Provision 8.1(a) whenever reasonably requested by the Authority;
  - (c) increase the amount of any insurance, if reasonably required by the Authority from time to time, having regard to:
    - (i) the nature and extent from time to time of the risks of the site, the works and the permitted activities; and
    - (ii) contemporary levels of insurance applicable to those risks;
  - (d) not do anything or allow anything to be done which might result in any Insurance becoming void or voidable;
  - (e) notify the Authority immediately if any Insurance is cancelled;
  - (f) notify the Authority if an event occurs which gives rise to a claim under any Insurance; and
  - (g) Indemnify the Authority against any failure to comply with General Provisions 8.1(a) and 8.1(f).

## 9. REMOVAL

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- 9.1 The Permit Holder must (subject to any direction from the Authority to the contrary):
- (a) undertake Removal at the end of the Permit Term;
  - (b) undertake Removal at any other time during the Permit Term if directed by the Authority under General Provision 9.2 to do so;
  - (c) undertake that Removal in the manner, and within the timeframes, identified in the Permit and / or as otherwise notified by the Authority; and
  - (d) Indemnify the Authority against any failure to comply with General Provisions 9.1(a), 9.1(b) and 9.1(c).
- 9.2 The Authority is entitled (but not obliged) to direct the Permit Holder to undertake Removal if the thing to be Removed is wrecked, sunk, stranded, abandoned or destroyed or is otherwise posing (in the Authority's opinion) a risk of any kind to the Marine Park.

## 10. REMEDIATION

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- 10.1 The Permit Holder must:
- (a) undertake Remediation at the end of the Permit Term;
  - (b) undertake Remediation at any other time during the Permit Term if directed by the Authority under General Provision 10.2 to do so;
  - (c) undertake Remediation in the manner, and within the timeframes, notified by the Authority; and
  - (d) Indemnify the Authority against any failure to comply with General Provisions 10.1(a), 10.1(b) and 10.1(c).
- 10.2 The Authority is entitled (but not obliged) to direct the Permit Holder to undertake Remediation, if (in the Authority's reasonable opinion) Remediation is required to remedy or prevent:

# GENERAL PROVISIONS

- (a) damage or pollution of any kind to the Marine Park; or
- (b) Harm to the environment, persons, fauna, flora and or property in the Marine Park.

## 11. COST RECOVERY

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- 11.1 The Permit Holder must pay to the Authority, within 30 days after the Authority submits an invoice to the Permit Holder, any Supervision and Maintenance Costs claimed by the Authority.
- 11.2 The Authority may conduct, or authorise one of its Associates to conduct on its behalf, an Environmental Harm Assessment if:
  - (a) the Permit Holder fails to comply with any condition of the Permit or term of this Deed relevant to the protection of the Marine Park from Harm to the environment, persons, fauna, flora and or property; or
  - (b) the Authority reasonably suspects that the Permit Holder's Permitted Activities have caused, or are likely to cause, Harm to the environment, persons, fauna, flora and or property in the Marine Park.

## 12. THE AUTHORITY'S RIGHTS TO ENTER, INSPECT AND STEP-IN

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- 12.1 The Authority has the rights to:
  - (a) Enter;
  - (b) Inspect; and
  - (c) Step-In.
- 12.2 The Authority is entitled (but not obliged) to exercise its rights to Enter, Inspect and Step-In:
  - (a) if a situation arises that the Authority reasonably identifies as an emergency;
  - (b) if the Authority notifies the Permit Holder it is necessary to do so in order to remedy or prevent Harm to the environment, persons, fauna, flora and or property in the Marine Park; or
  - (c) if the Authority notifies the Permit Holder to take action, under the Permit or this Deed, and the Permit Holder fails within a reasonable time after receiving notice to take that action.
- 12.3 In exercising any of its rights under this General Provision 12, the Authority shall:
  - (a) provide reasonable notice to the Permit Holder (other than in the case of an emergency) of its intention to do so; and
  - (b) use reasonable endeavours not to cause undue interference to the Permitted Activities or the Works.
- 12.4 The Authority is entitled (but not obliged) to exercise its rights to Enter, Inspect and Step-In together or separately.
- 12.5 If the Authority exercises its right to Inspect the Permit Holder's records, the Permit Holder must:
  - (a) produce those records to the Authority immediately upon request; and
  - (b) provide all codes, passwords and other facilitators necessary to enable the Authority to exercise its right to Inspect to the fullest extent.
- 12.6 The Permit Holder must Indemnify the Authority against all costs of any kind incurred by the Authority, and against all Claims against the Authority, in the Authority's exercise of its rights to Enter, Inspect and Step-In.
- 12.7 If the Authority exercises its right to Step-In pursuant to General Provision 12.2(b), within 30 days after the Authority submits an invoice to the Permit Holder, the Permit Holder must pay to the Authority any costs or expenses incurred by the Authority in the taking of all means necessary to remedy or prevent the Harm.

# GENERAL PROVISIONS

## 13. SECURITY

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- 13.1 The Permit Holder must provide the Security within 30 Business Days after the Permit Holder executes this Deed or (at the discretion of the Authority) by some other notified date. For the avoidance of doubt, the Authority may notify a date which is earlier or later than 30 Business Days after the permit Holder executes this Deed.
- 13.2 Where the Permit Holder is obliged to provide a Personal Guarantee as Security, the Personal Guarantee will be in a form reasonably required by the Authority and will provide that the Guarantor will guarantee the Permit Holder's performance of this Deed.
- 13.3 The Authority is entitled (but not obliged) to review the amount and the type of Security to be provided by the Permit Holder, from time to time.
- 13.4 The Authority may only review the amount and type of Security under General Provision 13.3 where:
- (a) at least five (5) years have passed since the date of this Deed or the date of the last review; or
  - (b) it is reasonable, in all the circumstances, to do so.
- 13.5 When reviewing the amount of the Security, the Authority may (acting reasonably):
- (a) confirm the amount;
  - (b) increase the amount according to movements in the Consumer Price Index (All Groups – Brisbane) since amount being reviewed was last set;
  - (c) increase the amount according to a fixed percentage; or
  - (d) increase or decrease the amount according to some other reasonable measure (for example: the likely cost of salvage of the Works or the Site has increased or decreased).
- 13.6 Other than in unusual circumstances (of which the Authority shall be the judge) the amount of the Security will not decrease upon review.
- 13.7 If the amount of the Security is varied under General provision 13.5, the Permit Holder must (within 30 Business Days of being notified by the Authority in that regard):
- (a) provide a substitute Security for the varied amount; or
  - (b) provide a complementary Security for the amount of any increase.
- 13.8 If the type of Security is reviewed, the Permit Holder must (within 30 Business Days of being notified by the Authority in that regard) provide the type of Security determined by the Authority.
- 13.9 The Permit Holder is entitled (but not obliged) to comply with an obligation under this Deed to provide Security in the form of a Bond by providing an Umbrella Security.
- 13.10 The Security is to secure the Permit Holder's liability under the Permit and this Deed.
- 13.11 The Authority is entitled (but not obliged) to draw on the Security for the purpose of satisfying an obligation of the Permit Holder under the Permit or this Deed.
- 13.12 The Permit Holder must, unless otherwise authorised by the Authority, maintain the Security for the whole of the Permit Term and a further period after the Permit Term ends as identified in the Schedule. For the avoidance of doubt, "maintain" includes the obligation to top up the Security if the Authority exercises its rights under General Provision 13.11 or on any other occasion that the amount of the Security falls below that which the Permit Holder is obliged to maintain under this Deed.

# GENERAL PROVISIONS

## 14. PERFORMANCE CONDITIONS

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- 14.1 The Permit Holder must:
- (a) meet the Performance Conditions; and
  - (b) Indemnify the Authority against any failure to comply with General Provision 14.1(a).
- 14.2 A failure by the Permit Holder to meet the Performance Conditions is a Default.

## 15. RELEASE AND INDEMNITY

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- 15.1 The Permit Holder releases the Authority to the full extent permitted by law from and Indemnifies the Authority against all Claims arising from the Authority's performance, or purported performance, of this Deed except to the extent that a Claim is caused or contributed to by the Authority's negligence.
- 15.2 To avoid doubt, the release referred to in General Provision 15.1 extends to Claims arising from the Authority's exercise of its rights to Enter, Inspect and Step In.
- 15.3 In addition to any other obligation of the Permit Holder to Indemnify the Authority under this Deed, the Permit Holder must also Indemnify the Authority in relation to Claims arising from or related to:
- (a) the occupation and use of the Site;
  - (b) the construction and operation of the Works;
  - (c) the conduct of the permitted activities;
  - (d) the presence of any person on the Site; and
  - (e) a Default,
- except to the extent that such Claims are caused or contributed to by the Authority's negligence.

## 16. THE AUTHORITY'S CONSENT

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- 16.1 If the Authority's consent is required to any action under this Deed, that consent may be granted, granted subject to conditions or declined at the Authority's unfettered discretion.
- 16.2 If the Authority is entitled to exercise a discretion under this Deed, it may exercise that discretion in any manner it considers appropriate, without qualification.

## 17. THE AUTHORITY'S RIGHTS EXTEND TO ASSOCIATES

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- 17.1 The Authority is entitled (but not obliged) to authorise and engage its Associates to assist the Authority in the exercise of the Authority's rights under this Deed.

## 18. DEFAULT

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- 18.1 For the purposes of this Deed, the following constitutes a Default:
- (a) a breach of this Deed;
  - (b) action taken by the Permit Holder, or by a creditor of the Permit Holder, based on the insolvency (actual or alleged) of the Permit Holder; and
  - (c) any action identified by this Deed as a Default.
- 18.2 The Permit Holder must:
- (a) not commit a Default; and
  - (b) Indemnify the Authority if the Permit Holder commits a Default.

# GENERAL PROVISIONS

- 18.3 In the event of a Default, the Authority is entitled (but not obliged) to do one or more of the following:
- (a) notify the Permit Holder of the Default and require the Permit Holder to remedy the Default within a reasonable time;
  - (b) take action to remedy the Default, in which case the costs incurred in doing so are recoverable by the Authority from the Permit Holder as a liquidated debt payable on demand;
  - (c) suspend the operation of the Deed until the Default is remedied by the Permit Holder; and
  - (d) terminate this Deed.

## 19. VARIATIONS

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- 19.1 Apart from modifications to this Deed under General Provision 7, this Deed may only be varied by a separate deed to that effect.

## 20. NOTICES

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- 20.1 Notices under this Deed must be in writing and must be served by at least one of the following means:
- (a) delivery to the last advised physical address of the recipient;
  - (b) prepaid ordinary post to the last advised postal address of the recipient; or
  - (c) electronic mail to the last advised email address of the recipient.
- 20.2 A notice takes effect from the time it is received.
- 20.3 A notice is taken to be received:
- (a) in the case of delivery – on the date of delivery (or the next Business Day, if the date of delivery is not a Business Day);
  - (b) in the case of post – on the 5th Business Day after the notice is posted;
  - (c) in the case of email – when the email becomes capable of being retrieved by the recipient at the last advised address of the recipient (or the next Business Day, if the date of sending the email is not a Business Day).
- 20.4 The addresses of the Parties for the receipt of notices are, at the date of this Deed, as specified in the Schedule. For the purposes of this General Provision a “last advised” address in the case of a Permit Holder includes an address advised to the Authority using an online facility provided by the Authority.

## 21. ASSIGNMENT

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- 21.1 Neither the Permit Holder nor any Other Party may assign their interest in this Deed without the Authority’s prior written consent.

## 22. GOVERNING LAW

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- 22.1 This Deed shall be interpreted in accordance with, and governed by, the laws in force in Queensland.

## 23. RESPONSIBILITIES OF JOINT PERMIT HOLDERS

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- 23.1 If the Permit Holder comprises more than one person:
- (a) this Deed binds all such persons jointly and separately; and
  - (b) a notice to any one person shall be deemed to be notice to all such persons.

# GENERAL PROVISIONS

## 24. RESPONSIBILITY OF TRUSTEE PERMIT HOLDERS

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- 24.1 If the Permit Holder (or one of a number of persons comprising the Permit Holder) is a trustee:
- (a) this Deed is entered into by that person in their personal capacity as well as trustee capacity;
  - (b) the person declares that the person's execution of this Deed is authorised by the trust;
  - (c) the liability of the person is not limited to the assets of the trust; and
  - (d) the Authority's recourse against the person is not limited to the assets of the trust.

## 25. COMPLIANCE WITH LAWS

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- 25.1 All Parties must comply with all Applicable Laws in their performance of this Deed.

## 26. DISPUTE RESOLUTION

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- 26.1 Any Dispute must be dealt with in accordance with this General Provision 26.
- 26.2 In any Dispute the Parties and their representatives must, at all times:
- (a) act with complete propriety, fairly and in accordance with the highest professional standards;
  - (b) deal with the Dispute promptly, not causing unnecessary delay; and
  - (c) act ethically and cooperatively to resolve the Dispute.
- 26.3 The Dispute must be dealt with as follows:
- (a) the party claiming that there is a Dispute must give the other Party a notice setting out the nature of the Dispute;
  - (b) within five (5) Business Days, or such other period as is agreed by the Parties in writing, each Party must nominate a representative not having any prior involvement in the Dispute;
  - (c) the representatives must try to settle the Dispute by direct negotiation between them;
  - (d) failing settlement within a further ten (10) Business Days, or such other period as is agreed by the Parties in writing, or upon failure of one or both Parties to nominate a representative within the period nominated above, the Parties may agree to refer the Dispute to an independent third person with power to:
    - (i) intervene and direct some form of resolution, in which case the Parties will be bound by that resolution; or
    - (ii) mediate and recommend some form of non-binding resolution; and
  - (e) if the Parties have been unable to agree to refer the Dispute to an independent third person, or they have agreed and a resolution is not reached within a further twenty (20) Business Days, or such other period as the Parties may agree in writing, either party may commence legal proceedings.
- 26.4 Each Party must bear its own costs of complying with this General Provision 26 and the Parties will bear equally the cost of any independent third person engaged, in accordance with this General Provision, to assist the resolution of the Dispute.
- 26.5 Despite the existence of the Dispute, the Permit Holder must, unless directed by the Authority not to do so, continue to perform this Deed.
- 26.6 This General Provision 26 does not apply to legal proceedings by either Party seeking urgent interlocutory relief.



# GENERAL PROVISIONS

## 27. FURTHER ASSURANCES

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27.1 All Parties must do all things and sign all documents which are necessary for the performance of this Deed.

## 28. THE AUTHORITY'S STATUTORY FUNCTIONS

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28.1 Nothing in this Deed in any way restricts or affects the unfettered discretion of the Authority, or any of the Authority's Associates, under the Act or any other Applicable Law or authority to:

- (a) exercise any of the Authority's statutory or regulatory functions or powers; or
- (b) make a decision or exercise a discretion in relation to the management of the Marine Park.

28.2 None of the Permit Holder, its employees, agents or contractors may make a Claim against the Authority, or any of the Authority's Associates, in respect of anything which the Authority, or any of the Authority's Associates, does, fails to do or purports to do pursuant to the exercise of the Authority's statutory or regulatory functions or powers or the exercise of the Authority's statutory decision-making powers or discretions.

## 29. STATE'S INVOLVEMENT

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29.1 This General Provision 29 applies if the State is identified as a Party.

29.2 The State takes the benefit of this Deed, including the covenants of the Permit Holder, as if the references to the Authority were references to the State and references to the Act were references to the Marine Parks Act 2004 (Qld).

29.3 Nothing in this General Provision 29 affects the operation of this Deed between the Permit Holder and the Authority. The effect of this General Provision 29 is to render this Deed operative between the Permit Holder and the State (mutatis mutandis) in addition to, and not in substitution for, its operation between the Permit Holder and the Authority.

## 30. GUARANTOR'S INVOLVEMENT

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30.1 This General Provision 30 applies if a Guarantor is identified as a Party.

30.2 The Guarantor (jointly and separately where there is more than one Guarantor) guarantees to the Authority the timely and complete compliance by the Permit Holder of all of the Permit Holder's covenants under this Deed.

30.3 The Guarantor will at all times pay to the Authority on demand and Indemnify the Authority against all Claims arising out of any failure by the Permit Holder to comply with the Permit Holder's covenants under this Deed.

## 31. SPECIAL PROVISIONS

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31.1 This General Provision 31 applies only if Special Provisions are identified in the Schedule.

31.2 The Special Provisions form part of this Deed and take effect as covenants between the Parties.

## 32. COUNTERPARTS AND ELECTRONIC SIGNATURE

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32.1 This Deed may be signed in any number of counterparts and those counterparts may be dispatched by one Party to another by email transaction. Those counterparts, taken together, will then constitute this Deed.

32.2 This Deed may be (but is not obliged to be) formed, signed and stored electronically.

DEED ANNEXED TO PERMIT NUMBER GXX/XXXXX.X

The Authority.....  
QPWS.....  
Permit Holder.....

# GENERAL PROVISIONS

32.3 If this Deed is signed by one or more of the Parties using an electronic signature (of any recognised form) then, regardless of where the signatory is physically located or where the server on which the copy of the Deed as so signed is stored, this Deed shall be regarded as having being formed in the State of Queensland, Australia and clause 25 (Compliance with Laws) will still apply.

EXAMPLE ONLY

# EXECUTION

**EXECUTED** as a deed by the Parties who, by so doing, have manifested their intention to deliver this document as their deed on the dates shown.

**EXECUTED** as a deed by the Commonwealth of Australia acting through the **GREAT BARRIER REEF MARINE PARK AUTHORITY**, by its delegate, in the presence of the following witness:

.....  
Signature

.....  
Witness Signature

.....  
Print Name

.....  
Witness Name

.....  
Date

**EXECUTED** as a deed for and on behalf of the STATE OF QUEENSLAND, by its delegate, in the presence of the following witness:

.....  
Signature

.....  
Witness Signature

.....  
Print Name

.....  
Witness Name

.....  
Date

# EXECUTION

**EXECUTED** as a deed by [insert Permit Holder name as it appears on the Permit, including the ACN] in accordance with the requirements of Section 127 of the *Corporations Act 2001*

.....  
Signature of Director

.....  
Print Name

.....  
Date

**EXECUTED** as a deed by [insert Permit Holder name as it appears on the Permit, including the ACN] in accordance with the requirements of Section 127 of the *Corporations Act 2001*

.....  
Signature of Director

.....  
Signature of Director/Secretary

.....  
Print Name

.....  
Print Name

.....  
Date

**SIGNED, SEALED AND DELIVERED** by the **PERMIT HOLDER** in the present of the following witness:

.....  
Signature

.....  
Witness Signature

.....  
Print Name

.....  
Witness Name

.....  
Date

# EXECUTION

**SIGNED, SEALED AND DELIVERED** by the **GUARANTOR** in the presence of the following witness:

.....  
Signature

.....  
Witness Signature

.....  
Print Name

.....  
Witness Name

.....  
Date

EXAMPLE ONLY