

# Landowner's Consent to Fossicking - Palmerville Station

## BY (Applicant)

Name(s)

(include the names of all persons  
that intend to access the Land)

Street Address

Email Address

Phone No

Fossicking Licence No

Exclusive Fossicking Consent Area  
(if applicable)

## IN FAVOUR OF (Landowner)

Name

Chelsea on the Park Pty Ltd ACN 165 795 335

Address

C/- Level 35, Waterfront Place, 1 Eagle Street, Brisbane QLD 4000

## TERM

☐ Season Pass: from date of payment to 15 January 2021

☐ Family Pass:

Valid Dates: \_\_\_\_\_ to \_\_\_\_\_

☐ Day Pass:

Valid Dates for fossicking: \_\_\_\_\_ to \_\_\_\_\_

Valid Dates for camping: \_\_\_\_\_ to \_\_\_\_\_

## Background

A The Landowner is the registered owner of Lot 14 on SP250040, Title Reference 17666154 (**Land**).

B The Applicant has been granted a fossicking licence and requests the permission of the Landowner to fossick on the Land in accordance with section 27 of the *Fossicking Act 1994*.

C The Landowner permits the Applicant to access and fossick on the Land for the purposes of section 27 of the *Fossicking Act 1994* in accordance with the terms of this document.

### 1. Validity of Landowner's consent

The Landowner permits the Applicant to access and fossick on the Land for the purposes of section 27 of the *Fossicking Act 1994* and in accordance with the terms of this document for the Term shown above.

### 2. Access and Fees

(a) The Applicant must pay to the Landowner (in the way provided in clause 5 below):

- (i) a fee of \$100 per detector per week or \$25 per detector per day for fossicking; or
- (ii) a fee of \$1,250 for a season pass (until 15 January 2021 or when wet season arrives, whichever is the earlier) for fossicking on the property and camping on the Land; or
- (iii) a fee of \$250 for a family pass for up to five people over the age of 12 for one week including fossicking and camping;
- (iv) for the purposes of bio security, a vehicle wash down inspection fee of \$50.00 per vehicle or a time dated photo of a wash down of the vehicle, proving that the vehicle has been washed since being on another farm or cattle station and a completed and signed bio security checklist in respect of the vehicle inspection (a copy of the template checklist for the vehicle can be downloaded from [https://www.daf.qld.gov.au/\\_data/assets/pdf\\_file/0016/64006/IPA-Inspection-Procedures.pdf](https://www.daf.qld.gov.au/_data/assets/pdf_file/0016/64006/IPA-Inspection-Procedures.pdf));
- (v) a camping fee of \$10.00 per person per night or \$50 per week; and
- (vi) if the Landowner and the Applicant agree that the Applicant can access an Exclusive Fossicking Consent Area, a fee of \$1,000 per 35 hectare Exclusive Fossicking Consent Area for the season (until 15 January 2021 or when wet season arrives, whichever is the earlier).

- (b) If the Applicant accesses the Land after the end of the Term shown above, the Applicant must pay to the Landowner (in the way directed by the Landowner) an amount equal to \$35 per day (calculated as the daily prospecting fee plus the daily camping fee) from the date of expiry of the term up to and including the last day of access (**Late Access Fee**). If the Applicant fails to pay the Late Access Fee in the way directed by the Landowner, the Applicant will be considered a trespasser. The Landowner reserves the right to rely on this document in any proceedings for trespass.
- (c) The Applicant may:
- (i) Purchase diesel when available for sale from the station manager, as this is a remote area including significant transport and infrastructure cost, it is available at \$2.20 per litre.
  - (ii) Purchase access to WIFI that is available in some locations for \$5 per GB of data used (when available).
- (d) the Applicant must:
- (i) comply with the *Fossicking Act 1994* and *Fossicking Regulation 2009*;
  - (ii) comply with the Queensland Government, *Fossicking Rules and Responsibilities Guide*, 31 March 2020 (as amended from time to time);
  - (iii) not fossick or camp near water holes, mustering areas and restricted areas within 50m of a dam or water point, mining lease area, mining claim area;
  - (iv) comply with the General Rules for Fossicking published at [www.diversifiedagriculture.com.au](http://www.diversifiedagriculture.com.au) from time to time;
  - (v) fossick only on those parts of the Land shown as "General Fossicking" on the Fossicking Map published at [www.diversifiedagriculture.com.au](http://www.diversifiedagriculture.com.au) from time to time, unless the Applicant has access to an Exclusive Fossicking Consent Area in which case the Applicant may access the Exclusive Fossicking Consent Area;
  - (vi) carry appropriate identification;
  - (vii) take reasonable effort to minimise disturbance to people, livestock, the Landowner's property, trees and vegetation and the creation of erosion hazards;
  - (viii) as soon as reasonably practicable notify the Landowner if there are any disturbances or damage to people, livestock, the Landowner's property, trees, vegetation or the Land caused by the Applicant;
  - (ix) ensure all rubbish is removed from the Land by the Applicant as soon as reasonably practicable;
  - (x) fully wash down vehicles prior to entering the Land;
  - (xi) observe a maximum speed limit of 40km/h on all property tracks but in any event, at all times drive safely having regard to risks to people and livestock, and at a speed that shall minimise dust, noise and disturbance;
  - (xii) at all times abide by all instructions given to it by the Landowner in relation to the closing or shutting of gates on the Land, and in the absence of instruction, all gates are to be left in the same state as they were found, unless instructed otherwise by the Landowner;
  - (xiii) not smoke whilst they are on the Land;
  - (xiv) not take firearms onto the Land;
  - (xv) not take illegal and/or illicit drugs onto the Land;
  - (xvi) ensure fires are not lit on the Land in any circumstance;
  - (xvii) comply with all applicable laws relating to access and use of the Land and any further rules regarding access to or use of the Land, as agreed and amended from time to time;
  - (xviii) not do anything or omit to do anything that would put the Landowner in breach of its lease of the Land or its obligations under all applicable laws including the *Land Act 1994*, *Queensland Heritage Act 1992* (Qld), *Vegetation Management Act 1999*, *Mining and Quarrying Safety and Health Act 1999*, *Environmental Protection Act 1994* and the *Aboriginal Cultural Heritage Act 2003*.
  - (xix) carry a copy of the consent and applicable fossicking licence at all times and present to any authorised employee or contractor of the Landowner or to any mining lease operator that conducts mining on authorised mining lease on Palmerville station. Failure to present a copy of the consent will result in cancellation of the consent;
  - (xx) ensure that any animals taken on to the Land are appropriately restrained at all times and acknowledges that:
    - (A) the Applicant is responsible for any animals brought onto the Land by the Applicant;
    - (B) the Landowner is actively baiting for pests on the Land; and

- (C) no pigging dogs are to be brought onto the Land or pig hunting conducted on the Land at any time

### **3. Risk, Release, Indemnity and Insurance**

#### **3.1 Risk**

**The Applicant's access and use of the Land to fossick is entirely at the risk and cost of the Applicant.**

#### **3.2 Release**

The Applicant releases the Landowner from, and agrees that the Landowner is not liable for any claim, loss or damage arising from, or incurred in connection with the Applicant's access to and use of the Land.

#### **3.3 Indemnity**

The Applicant shall indemnify and continue to indemnify the Landowner against:

- (a) loss or damage to the Land, property or livestock of the Landowner (including without limitation to any property or livestock under the care and control of the Landowner) or any third party; and
- (b) claims by any person against the Landowner in respect of personal injury, death or loss of or damage to any property,

arising out of or as a consequence of the Applicant's access to and use of the Land.

#### **3.4 Continuing obligation**

Each indemnity is independent from the Applicant's other obligations. The Landowner may enforce an indemnity before incurring expense.

### **4. General**

#### **4.1 Governing Law**

This document is governed by and is to be interpreted according to the laws in force in Queensland. The parties submit to the non-exclusive jurisdiction of the courts operating in Queensland.

#### **4.1 Warranty of Authority**

Each person signing this document on behalf of the Applicant, warrants to the Landowner that on the date of signing, that person has full authority to sign this document on behalf of the Applicant.

### **5. Payment**

#### **5.1 Bank account details**

The bank account details for direct transfer is

Chelsea on The Park Pty Limited – Mining Account

**BSB:** 062 000

**Account:** 19386464

**Reference:** Fossick (Last Name)

Please use your name as appears on this document as your payment reference

#### **5.2 Payment on Station**

Payments can be made in cash to Station CEO Adam Mellers and a receipt will be given.

#### **5.3 Payment to agent**

- (a) Payments can be made to gold prospecting stores and tenement consultants nominated by the Landowner from time to time (**Payment Agent**) as being authorised to issue consents for the Landowner.
- (b) If the Applicant makes payment to a Payment Agent, the Applicant must also send an email to [Gold@diversifiedagriculture.com.au](mailto:Gold@diversifiedagriculture.com.au) confirming the date and amount of payment.

#### **5.4 GST and Tax Invoice**

All fees and amounts expressed in this document are inclusive of GST. This document is intended to be a tax invoice for the purposes of the GST Law (as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) once payment of the fees and GST has been receipted.

## Signing

Signed sealed and delivered as a deed

Date:

**Signed Sealed and Delivered** by the Applicant

|       |                        |       |                      |
|-------|------------------------|-------|----------------------|
| ..... | Signature of Applicant | ..... | Signature of Witness |
| ..... | Printed Full Name      | ..... | Printed Full Name    |

**Signed Sealed and Delivered** by the Applicant

|       |                        |       |                      |
|-------|------------------------|-------|----------------------|
| ..... | Signature of Applicant | ..... | Signature of Witness |
| ..... | Printed Full Name      | ..... | Printed Full Name    |

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## Receipt / Tax Invoice

Supplier: Chelsea on the Park Pty Ltd ACN 165 795 335 / ABN 58 165 795 335

C/- Level 35, Waterfront Place, 1 Eagle Street, Brisbane QLD 4000

|  |  |
|--|--|
| Description of Fees:<br>(i.e. break-down of fees e.g. day pass x<br>no. of days, camping fee x no. days) |  |
| Fees:  |  |
| GST Payable:   |  |
| Amount Paid (including GST):   |  |
| Received By:   |  |
| Location Received:   |  |
| Payment Method:  |  |
| Date of Payment:   |  |