

**Parks, Wildlife and Heritage Division
of the Northern Territory**

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APPLICATION FOR
1. A BY-LAW 14 PERMIT FOR BACK COUNTRY HUNTING
2. A BY-LAW 8 PERMIT FOR CAMPING

Territory Parks and Wildlife Conservation By-Laws

Please allow at least 5 working days for processing of this Application

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APPLICATION

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SCHEDULE 1 (Standard Conditions of Permit)

Terms used in this Application are as defined in clause 1 of the Standard Conditions of Permit (at Schedule 1).

Applicants for a Permit must read and should understand all of the information and conditions in this document, including all Schedules.

The Applicant must submit a complete original hard copy of the Application (unless otherwise agreed by the Commission)

If the Applicant requests that a Nominee be included, and the proposed Nominee **is or will be** over the age of 16 years when the Permit is requested to commence, then the proposed Nominee **must also sign** the Deed Poll at Part 5 of the Application.

If the Commission determines to issue the Applicant a Permit, it will generally issue the Permit subject to the Standard Conditions set out in Schedule 1 and any Special Conditions specified by the Commission.

Parks, Wildlife and Heritage Division adheres to the Northern Territory Government Privacy Statement, which can be found at: <https://nt.gov.au/copyright-disclaimer-and-privacy>

PART 1 OF APPLICATION

Item No.		
1.	NAME OF APPLICANT	
2.	APPROVED HUNTING ORGANISATION	
3.	ADDRESS OF THE APPLICANT	Residential: Postal:
4.	MOBILE TELEPHONE NUMBER	
5.	EMAIL	
6.	PARK OR RESERVE	Litchfield National Park
7.	PERMIT AREA (SPECIFIC LOCATION/SITE FOR ACTIVITY)	Hunting Area _____, within the Stapleton Track, as per the map in Appendix 1
8.	DESCRIPTION OF ACTIVITY	Recreational use of firearms to manage feral/pest animals through the 'Back Country Hunting' program
9.	PROPOSED TERM OF PERMIT	Commence: _____ Finish: _____
10.	FIREARM DETAILS*	Serial No: _____ Description & Calibre/Gauge: _____
11.	FIREARMS LICENCE DETAILS	Firearms Licence Number: _____ State of Issue and Expiry Date: _____
12.	EMERGENCY CONTACT NAME AND PHONE NUMBER	
13.	REGISTRATION NUMBER, MAKE, MODEL AND COLOUR OF VEHICLE TO BE USED IN ACTIVITY	
14.	CONVICTIONS	<p>Within the last five (5) years, have you been found guilty of any offence:</p> <p>(a) under the <i>Territory Parks and Wildlife Conservation Act</i>;</p> <p>(b) under the <i>Firearms Act</i>;</p> <p>(c) under the <i>Weapons Control Act</i>;</p> <p>(d) in the Northern Territory or elsewhere that relates to firearms; or</p> <p>(e) in the Northern Territory or elsewhere that relates to animals or wildlife?</p> <p><input type="checkbox"/> No <input type="checkbox"/> Yes > Please provide details</p>
15.	CAMPING AREA**	Camping Area _____ within the Permit Area, as per the map in Appendix 1

* The Applicant may only nominate firearms within the following categories for use pursuant to a Permit (if issued):

1. any Category A firearm (as described in the *Firearms Act*) that is:
 - a. a rimfire rifle, other than a self-loading rimfire rifle; or
 - b. a shotgun, other than a pump action or self-loading shotgun; or
 - c. a shotgun and rimfire rifle combination; and
2. any Category B firearm (as described in the *Firearms Act*) that is:
 - a. a centre-fire rifle, other than a self-loading centre-fire rifle; or
 - b. a shotgun and centre-fire rifle combination.

** The Camping Area nominated must be within the Permit Area identified in Item 7.

PART 2 OF APPLICATION

NOMINEE (see Standard Conditions in Schedule 1 for definition)

Given Name/s:	Surname:	DOB: / /
Residential Address:	Postal Address:	
Email or Phone:	Relationship to the Applicant:	
Approved Hunting Organisation:		
Australian Firearms Licence (<i>not applicable for Junior Nominees</i>): Number, Expiry Date, State or Territory		
Hunter Accreditation Course or Recognised Prior Learning (<i>not applicable for Junior Nominees</i>) Certificate Number:		

Note: the Applicant will be required to directly supervise any Nominee taking part in the BCH program in accordance with the requirements of the *Firearms Act*.

PART 3 OF APPLICATION

CAMPING PARTICIPANTS (see Standard Conditions in Schedule 1 for definition)

1.	Given Name/s:	Surname:	DOB: / /
	Residential Address:	Postal Address:	
	Email or Phone:	Relationship to the Applicant*:	
2.	Given Name/s:	Surname:	DOB: / /
	Residential Address:	Postal Address:	
	Email or Phone:	Relationship to the Applicant*:	
3.	Given Name/s:	Surname:	DOB: / /
	Residential Address:	Postal Address:	
	Email or Phone:	Relationship to the Applicant*:	
4.	Given Name/s:	Surname:	DOB: / /
	Residential Address:	Postal Address:	
	Email or Phone:	Relationship to the Applicant*:	

Note: the Applicant may nominate up to 4 persons who will be permitted to camp in the Camping Area in addition to the Applicant and any Nominee under the Permit (if issued).

*Camping Participants must be a family member of the Applicant. For the purposes of this Application and the Permit (if issued) a family member is any of: the spouse or partner of the Applicant; a child of the Applicant; a child for whom the Applicant is a legal guardian; a sibling of the Applicant; a parent of the Applicant.

PART 4 OF APPLICATION – DEED POLL AND DECLARATION

DEED POLL made by:

The Applicant

[Print Name]

in favour of:

Northern Territory of Australia (Territory);

Conservation Land Corporation (Corporation); and

Parks and Wildlife Commission of the Northern Territory (Commission)

1. This Deed commences on the date that the Commission issues the Applicant a Permit. The Applicant acknowledges and agrees that in the event that a Permit issued to the Applicant is declared to be invalid by a court or is otherwise unenforceable, this Deed will continue in force and remain binding on the Applicant.
2. In this Deed:
 - a. **Claim** means a claim, demand, suit, action or proceeding brought or made by a third party.
 - b. **Loss** means liabilities, losses, damages, expenses and costs (including, but not limited to legal costs on a full indemnity basis and whether incurred or awarded) of any kind or nature whether arising in contract or tort (including negligence) or under a statute, including, but not limited to:
 - i. loss of anticipated profits, revenue, savings, loss of opportunity, pure economic loss and loss of data;
 - ii. any other consequential, special or indirect loss or damage.
3. Any term used in this Deed which is defined in the Standard Conditions of Permit at Schedule 1 has the meaning given to it in that document.
4. If there is no Nominee, this Deed must be read as though all references to Nominee are omitted.
5. If there is no Camping Participant, this Deed must be read as though all references to Camping Participant are omitted.
6. The Applicant hereby releases the Commission, the Corporation, the Territory and their respective officers, employees, agents and contractors from any Claim made against or Loss suffered by the Applicant, the Nominee or any Camping Participant to the extent that such Claim or Loss is not caused by the negligent acts or wilful misconduct of the Commission, the Corporation, the Territory or their respective officers, employees, agents and contractors.
7. The Applicant hereby indemnifies the Commission, the Corporation, the Territory and their respective officers, employees, agents and contractors against all expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against the Commission, the Corporation or the Territory) that the Commission, the Corporation, the Territory and their respective officers, employees, agents and contractors may sustain or incur as a result, whether directly or indirectly, of:
 - a. any breach of this Deed by the Applicant, the Nominee or any Camping Participant;
 - b. any breach of any Conditions of the Permit by the Applicant, the Nominee or any Camping Participant;
 - c. any loss of or damage to any property, whether within or outside the Permit Area, and whether owned by the Commission, the Corporation, the Territory or a third party, arising out of or in connection with the Activity or any camping within the Camping Area; and
 - d. any loss of or damage to any property or injury to or death of any person arising out of or in connection with the Activity or any camping within the Camping Area, except to the extent caused by any negligent act or omission or wilful misconduct of the Commission, the Corporation, the Territory or their respective officers, agents or employees.

8. The Applicant must inform the Commission in writing immediately if it becomes aware of any actual, threatened or likely Claim whatsoever, arising or in connection with the Activity or any camping within the Camping Area.
9. On the Expiry Date or any repeal, rescission or revocation of the Permit in accordance with section 43 of the *Interpretation Act (NT)*, the Applicant must immediately comply with all provisions of the Permit or this Deed that impose obligations on the Applicant following expiration or earlier repeal, rescission or revocation of the Permit.
10. Any provision of this Deed or the Permit capable of taking effect after the Expiry Date or repeal, rescission or revocation of the Permit pursuant to section 43 of the *Interpretation Act (NT)* shall continue to apply after the Expiry Date or repeal, rescission or revocation of the Permit.
11. Expiry or repeal, rescission or revocation of the Permit in accordance with section 43 of the *Interpretation Act (NT)* does not affect any rights or remedies of the Commission, the Corporation or the Territory arising out of this Deed or the Permit.
12. The Applicant may not assign or otherwise deal with this Deed or any obligation under this Deed.
13. This Deed is governed by the law applicable in the Northern Territory of Australia and the Applicant irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Northern Territory of Australia.
14. This Deed cannot be amended or added to unless the amendment or addition is in writing and signed by all parties to this Deed. The terms of this Deed shall continue to apply in the event that any amendment or variation is made to the Permit.

APPLICANT'S SIGNATURE AND DECLARATION

I, as the Applicant, declare by signing this Deed Poll that the information provided in the Application is true and that I have read and understand the information and conditions set out in the Application and its Schedules. If my application is approved by the Commission, I (as the Applicant referred to throughout) confirm, acknowledge and agree (as applicable) that:

- a) I will comply with the Conditions of the Permit, including the Standard Conditions and any Special Conditions; and
- b) I will promptly notify the Commission in writing if there are changes to the details I have supplied in the Application.

EXECUTED AS A DEED POLL:

SIGNED, SEALED AND DELIVERED by)
)
)

_____ (NAME OF THE
APPLICANT)

on the day of
 2018 in the
 presence of:

.....
 Witness (signature)

.....
 Applicant signature

.....
 Name of Witness (block letters)

PART 5 OF APPLICATION – DEED POLL AND DECLARATION

DEED POLL made by:

Any Nominee (who is over the age of 16 years old)

[Print Name, if applicable]

in favour of:

Northern Territory of Australia (Territory);

Conservation Land Corporation (Corporation); and

Parks and Wildlife Commission of the Northern Territory (Commission)

1. This Deed commences on the date that the Commission issues the Applicant a Permit. The Nominee acknowledges and agrees that in the event that a Permit issued to the Applicant is declared to be invalid by a court or is otherwise unenforceable, this Deed will continue in force and remain binding on the Nominee.
2. In this Deed:
 - a. **Claim** means a claim, demand, suit, action or proceeding brought or made by a third party.
 - b. **Loss** means liabilities, losses, damages, expenses and costs (including, but not limited to legal costs on a full indemnity basis and whether incurred or awarded) of any kind or nature whether arising in contract or tort (including negligence) or under a statute, including, but not limited to:
 - i. loss of anticipated profits, revenue, savings, loss of opportunity, pure economic loss and loss of data;
 - ii. any other consequential, special or indirect loss or damage.
3. Any term used in this Deed which is defined in the Standard Conditions of Permit at Schedule 1 has the meaning given to it in that document.
4. The Nominee hereby releases the Commission, the Corporation, the Territory and their respective officers, employees, agents and contractors from any Claim made against or Loss suffered by the Nominee to the extent that such Claim or Loss is not caused by the negligent acts or wilful misconduct of the Commission, the Corporation, the Territory or their respective officers, employees, agents and contractors.
5. The Nominee hereby indemnifies the Commission, the Corporation, the Territory and their respective officers, employees, agents and contractors against all expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against the Commission, the Corporation or the Territory) that the Commission, the Corporation, the Territory and their respective officers, employees, agents and contractors may sustain or incur as a result, whether directly or indirectly, of:
 - a. any breach of this Deed by the Nominee, or the Conditions of Permit by the Nominee;
 - b. any loss of or damage to any property, whether within or outside the Permit Area, and whether owned by the Commission, the Corporation, the Territory or a third party, arising out of or in connection with the Activity or any camping within the Camping Area; and
 - c. any loss of or damage to any property or injury to or death of any person arising out of or in connection with the Activity or any camping within the Camping Area,except to the extent caused by any negligent act or omission or wilful misconduct of the Commission, the Corporation, the Territory or their respective officers, agents or employees.
6. The Nominee must inform the Commission in writing immediately if it becomes aware of any actual, threatened or likely Claim whatsoever, arising or in connection with the Activity or any camping within the Camping Area.
7. On the Expiry Date or any repeal, rescission or revocation of the Permit in accordance with section 43 of the *Interpretation Act (NT)*, the Nominee must immediately comply with all provisions of the Permit or this Deed that impose obligations on the Nominee following expiration or earlier repeal, rescission or revocation of the Permit.
8. Any provision of this Deed or the Permit capable of taking effect after the Expiry Date or repeal, rescission or revocation of the Permit pursuant to section 43 of the *Interpretation Act (NT)* shall continue to apply after the Expiry Date or repeal, rescission or revocation of the Permit.

9. Expiry or repeal, rescission or revocation of the Permit in accordance with section 43 of the *Interpretation Act (NT)* does not affect any rights or remedies of the Commission, the Corporation or the Territory arising out of this Deed or the Permit.
10. The Nominee may not assign or otherwise deal with this Deed or any obligation under this Deed.
11. This Deed is governed by the law applicable in the Northern Territory of Australia and the Nominee irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the Northern Territory of Australia.
12. This Deed cannot be amended or added to unless the amendment or addition is in writing and signed by all parties to this Deed. The terms of this Deed shall continue to apply in the event that any amendment or variation is made to the Permit.

APPLICANT’S SIGNATURE AND DECLARATION

I, as the Nominee, declare by signing this Deed Poll that if the Application is approved by the Commission, I confirm, acknowledge and agree (as applicable) that I will comply with the Conditions of the Permit, including the Standard Conditions and any Special Conditions.

EXECUTED AS A DEED POLL:

NOMINEE’S SIGNATURE

SIGNED, SEALED AND DELIVERED by)
)
)

_____ (ADD NAME)

on the day of
 2018 in the
 presence of:

.....
 Witness (signature)

.....
 Nominee Signature

.....
 Name of Witness (block letters)

SCHEDULE 1 – Standard Conditions

1. In these Standard Conditions, unless the contrary intention appears:
 - a. **'Activity'** means the activity described in Item 8, Part 1 of the Application;
 - b. **'Applicant'** means the person or entity described in Item 1, Part 1 of the Application;
 - c. **'Application'** means an application for a Permit;
 - d. **'Approved Hunting Organisation'** means a hunting organisation approved in writing by the Territory such as the Australian Deer Association, Sporting Shooters Association of Australia and Field and Game Australia;
 - e. **'Camping Area'** means the area(s) within the Park described as such in Item 4 of the Permit Particulars;
 - f. **'Camping Participant'** means any or all of the persons described as such in Item 3 of the Permit Particulars;
 - g. **'Commencement Date'** means the date on which the Permit is to commence, as set out in Item 8 of the Permit Particulars;
 - h. **'Deed Poll'** means the deed poll at Part 4 and, as relevant Part 5, of the Application;
 - i. **'Expiry Date'** means the date on which the Permit expires, as set out in Item 8 of the Permit Particulars;
 - j. **'Firearm'** means the firearm/s set out in Item 9 of the Permit Particulars;
 - k. **'Hunter Accreditation Course'** means a course offered by an Approved Hunting Organisation which deals with the undertaking of the Activity, animal welfare, and the safe and responsible handling of Firearms;
 - l. **'Junior Nominee'** means a person who is:
 - i. over 12 years of age and under 18 years of age;
 - ii. the Applicant's biological or adopted child or a child for whom the Applicant is the legal guardian; and
 - iii. a member of or included in a family membership of an Approved Hunting Organisation.
 - m. **'Nominee'** means:
 - i. a Junior Nominee; or
 - ii. a non-resident of the Northern Territory who:
 1. is a member of an Approved Hunting Organisation;
 2. holds a current Australian Firearms Licence; and
 3. has successfully completed a Hunter Accreditation Course or a Recognised Prior Learning course,as set out in Item 2 of the Permit Particulars;
 - n. **'Park'** means the Litchfield National Park;
 - o. **'Permit'** means a permit issued pursuant to By-Law 8 and By-Law 14 of the *Territory Parks and Wildlife Conservation By-Laws* on these Standard Conditions and any Special Conditions;
 - p. **'Permit Area'** means the area described as such in Item 6 of the Permit Particulars;
 - q. **'Permit Particulars'** means the Permit Particulars section of the Permit, as completed by the Commission upon the issue of any Permit; and
 - r. **'Special Conditions'** means any special conditions set out in Item 11 of the Permit Particulars.
2. Pursuant to these Standard Conditions and any Special Conditions, the Applicant will be permitted to hunt feral/pest animals using a Firearm in the Permit Area from and including the Commencement Date until the Expiry Date.
3. This Permit is issued subject to the condition that the Applicant (and, as relevant, any Nominee) has executed the applicable Deed Poll, and that Applicant complies with, and ensures any Nominee complies with, the obligations set out in that Deed Poll.
4. The Applicant must be a member of an Approved Hunting Organisation for the term of the Permit, and through this membership the Applicant must be covered by a valid and enforceable public liability insurance including personal injury, death and property damage arising in connection with the Activity and providing coverage for not less than twenty million dollars (\$20,000,000). The Applicant must provide evidence to the Commission that such insurance has been effected upon request by the Commission.
5. The Applicant must hold and maintain a current Northern Territory or Australian Firearms Licence which is of a class appropriate to the Firearms, for the term of the Permit.
6. The Applicant must have successfully completed a Hunter Accreditation Course prior to the Commencement Date.
7. The Applicant must:
 - a. comply with all regulations or rules made by the Commission and all laws in force in the Northern Territory;

- b. use a Firearm only for the humane killing of feral animals;
 - c. only enter those parts of the Park as approved by the Permit;
 - d. ensure any gates in the Permit Area are closed when they are not in use;
 - e. take adequate equipment to ensure the safe conduct of the Activity, which must include a first aid kit, water and food, satellite phone or PLB/ EPIRB;
 - f. have an IOS or Android system mobile phone to allow for direct safety or advice communications as well as supporting BCH mapping systems;
 - g. ensure that nothing is left in the Park which, in the opinion of the Commission, may constitute a fire hazard, health hazard or a danger to persons, plants or animals;
 - h. ensure that all rubbish is disposed of outside of the Park;
 - i. not do or permit to be done anything in the Park which is offensive or a nuisance or annoyance to other users of the Park;
 - j. carry the Permit at all times while conducting the Activity and must produce it for inspection on demand by any staff member of the Territory, Commission or NT Police;
 - k. if so directed by the Commission, reimburse the Commission for any cost of search or rescue incurred by the Commission arising from the presence of the Applicant, the Nominee or any Camping Participant on the Park;
 - l. not:
 - (i) shoot on or across any pastoral lease or private land which adjoins the Park;
 - (ii) shoot on or across any area of the Park other than the Permit Area identified in the Application;
 - (iii) shoot within a distance of 1000 metres from the boundary of the Park or Permit Area;
 - m. only light fires for cooking purposes unless prior approval is granted by the Commission. The Applicant must comply with the provisions of the *Bushfires Act* and take all proper and reasonable fire protection precautions. Only dead and down wood is to be used for firewood; and
 - n. where toilet facilities are not available, ensure that all faeces and paper are buried.
8. The Applicant, any Nominee and any Camping Participant may camp in the Camping Area from and including the Commencement Date until the Expiry Date.
9. The Applicant is to ensure that a Camping Participant:
- a. does not use any firearm within the Park;
 - b. does not hunt any animal within the Park;
 - c. complies with the obligations set out in conditions 7.a.,c.,d., f., g., h., i.,m. and n.
10. The Permit (if issued) does not confer upon the Applicant a right to possession of the whole or any part of the Park, or a right to operate or access the Park to the exclusion of others.
11. The Applicant must comply with any additional or alternative conditions reasonably imposed by the Chief District Ranger at all times.
12. The Permit is not assignable or transferable.
13. This Permit is governed by and must be construed in accordance with the laws of the Northern Territory of Australia.
14. The Applicant will be liable for any costs incurred by the Territory, Commission or Corporation as a result of or in connection with any failure by the Applicant, any Nominee or any Camping Participant to comply with any of the conditions of this Permit (including legal fees incurred by the Territory, Commission or Corporation in connection with a breach of this Permit by the Applicant, any Nominee or any Camping Participant), which costs will be a debt due and payable by the Applicant immediately upon demand.
15. Any Special Conditions set out in the Permit must be read in conjunction with these Standard Conditions, and where there is any inconsistency between the Special Conditions and these Standard Conditions, the Special Conditions prevail to the extent of any such inconsistency.
- Note: Pursuant to the Territory Parks and Wildlife Conservation By-laws, none of the Applicant, any Nominee or any Camping Participant is authorised to:
- a. take any animal, whether feral, native, or domestic, into the Park without a permit (By-Law 22);
 - b. undertake any commercial photography, cinematography or video recording in the Park without a permit (By-Law 13);
 - c. interfere with any trees or remove any flora from the Park, or otherwise disturb the environment including any native wildlife, vegetation, water or soil (By-Law 18).