

# Cape Byron State Conservation Area Consent Form – Wedding Photography



Pursuant to the provisions of the Regulation noted at Item 6 of the Reference Schedule the Park Authority grants to the Applicant a Consent to undertake the Activity outlined in Item 5 of the Reference Schedule (Activity) in accordance with the provisions of this Consent.

1. In this consent unless the contrary intention appears:

**"the Act"** means the *National Parks and Wildlife Act 1974* as amended from time to time and any Act replacing the same.

**"the Minister"** means the Minister for the time being administering the Act.

**"the Trust"** means the Cape Byron State Conservation Area Trust being a corporation appointed under Section 47GA of the National Parks and Wildlife Amendment Act, 1996 and being the trustee of Cape Byron State Conservation Area.;

**"the Manager"** means the person appointed for the time being as the officer of the Trust in charge of the Cape Byron State Conservation Area and includes any person acting as such;

**"the Park"** means the area of land permanently reserved or acquired under the Act and named at Item 2 of the Reference Schedule.

**"Applicant"** means the party identified at Item 1 of the Reference Schedule and includes any person/s, company, organisation, incorporated body or club specified in this consent and includes the servants, agents and contractors of the person/s, company, organisation, incorporated body or club specified;

**"Park Authority"** means the Cape Byron State Conservation Area Trust and includes any person for the time being acting as such or in such alternative position or office as the Park Authority may notify from time to time;

**"Regulation"** means the National Parks and Wildlife Regulation 2009 as amended, from time to time.

**"Authorised Officer"** means any persons identified in Item 9 of the Reference Schedule.

**"Activity"** means the activity for which the Consent is required as prescribed at Item 5 of Reference Schedule.

2. The Activity will be conducted in such a manner as to:

- (a) permit members of the public freely within the law to exercise any rights conferred upon them by the reservation of the Park;
- (b) not cause any injury damage or obstruction to the Cape Byron Trust their servants workmen agents or contractors; and
- (c) cause no injury damage or obstruction to any lessee licensee or other legal occupant occupying or using lands within the Park.

3. The applicant will comply with and observe all requirements of the Act and with all other statutes ordinances proclamations orders or regulations and all notices orders and directions which may be given under the same respectively whether relating to or affecting the Park or to the conduct of the Activity.

4. Ensure that no flora, fauna, natural or cultural features, or public facilities and developments are disturbed or damaged in any way.

5. The applicant will not:

- (a) erect or construct any building or structure within the Park nor interfere with, alter or remove any building or structure therein without the prior written consent of the Trust;
- (b) paint or make any permanent marking upon any tree, plant or rock in the Park and shall not affix any signs of any type to any tree plant or rock in the Park.; and
- (c) attach any fixture to any rock, tree or plant in the Park which will cause any disturbance or damage to any rock, tree or plant or place any equipment or material for use within the Park without the prior written consent of the Manager.



- 6 The applicant will keep the areas within the Park affected by the Activity clear of all rubbish, refuse and litter at all times by removing all rubbish, refuse and litter from such areas and in doing so shall at the completion of the activity ensure that such areas are delivered over in a clean and tidy condition.
- 7 Dogs and other domestic animals are not permitted within the Park.
- 8 All reasonable directions given by the Manager will be complied with.

**9 INDEMNITIES AND INSURANCES:**

The **Applicant** will:

- (a) use the Park at the risk of the Applicant and hereby releases to the full extent permitted by law the Minister administering the Act, the Trust and their agents, servants, contractors and employees in the absence of any negligence on their part from all claims and demands of every kind resulting from any accident, damage or injury occurring therein as a result of the Applicant's activities and the Applicant **EXPRESSLY AGREES** that in the absence of any such negligence as aforesaid the Trust shall have no responsibility or liability for any loss of or damage to personal property of the Applicant.
- (b) indemnify and keep indemnified the Minister administering the Act and the Trust, the Government of the State of New South Wales and their servants and agents against all actions, suits, claims, demands, costs, charges and expenses in respect of any injury to person or property or any loss or damage by reason of anything done or omitted by the Applicant in connection with the Applicant's activities within the Park or any of the provisions of this consent; and.

10. Conduct of the Activity in the Park is permitted in the manner and during the date/s and time/s specified in the Schedule.

I have read, understood and agree to abide by conditions contained herein and any special conditions that may be relevant to my application:

**Consent authority sign here:**

SIGNED by me

\_\_\_\_\_  
for and on behalf of the Cape Byron State Conservation Area Trust in the presence of:

\_\_\_\_\_  
Officer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Officer (print)

\_\_\_\_\_  
Name of Witness (print)

**Applicant sign here:**

I, \_\_\_\_\_ in consideration of the Cape Byron State Conservation Area Trust granting the above Consent, hereby acknowledge and agree to be bound by the conditions contained herein.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**SCHEDULE 1****REFERENCE SCHEDULE – (Office Use Only – to be returned to applicant upon approval)**

<b>Item 1</b>	<b>Applicant Name/s:</b>	
<b>Item 2</b>	<b>Name of Park:</b>	<b>Cape Byron State Conservation Area</b>
<b>Item 3</b>	<b>Term of Consent:</b>	<b>Date of Wedding Photography:</b> <b>Start time/finish time:            to</b> <b>Location of Wedding Photography:</b>
<b>Item 4</b>	<b>Activity:</b>	<b>Wedding Photography</b>
<b>Item 5</b>		<b>Section 22 National Parks and Wildlife Regulation 2009</b>
<b>Item 6</b>	<b>Consent Fee:</b>	<b>\$</b>
<b>Item 7</b>	<b>Payment Details</b>	<b>Payment method:</b> <b>Date:</b> <b>Receipt:</b>
<b>Item 8</b>	<b>Authorised Officer:</b>	<b>Area Manager Byron Coast</b> <b>or any other position in the Department authorised to act by the Park Authority</b>