



# Office of Environment and Heritage

## Wild Harvester Licence – Whole Protected Plants

### *Biodiversity Conservation Act 2016*

## Example licence conditions

1. Unless stated otherwise, words and expressions used in this licence have the same meaning as those set out in the *Biodiversity Conservation Act 2016* (BC Act).
2. In this licence:
  - a. 'licensee' means the person named as the licensee and persons working on behalf of the licensee
  - b. 'OEH' means the Office of Environment and Heritage, Department of Planning and Environment
  - c. 'NPWS' means the National Parks and Wildlife Service
  - d. 'WPMP' means '*Whole Plant Sustainable Management Plan 2018–22: commercial harvest, salvage and propagation of protected whole plants*'.
3. The licensee may only harvest approved species of protected native plants in quantities up to those specified in the licence.
4. The licensee may only harvest the species of protected native plants as specified and described on the licence.
5. It is the responsibility of the applicant to confirm the identification of the species that they intend to pick. Where this is in doubt the species should be formally identified through a recognised authority such as the NSW Herbarium.
6. The licensee may only harvest protected plants from the land specified and described on the licence.
7. The licensee must comply with all licence requirements as documented in the WPMP, as amended or replaced from time to time.
8. When requested, the licensee shall produce the licence to an authorised officer or owner, occupier or lessee of the land specified on the licence.
9. The licensee shall produce the licence to all who buy or receive protected or threatened plant parts from the licensee.
10. The licensee agrees to indemnify, and keep indemnified, the Crown in right of NSW (OEH), the NSW Minister responsible for the environment administering the BC Act, the Chief Executive and their employees, agents and contractors, in the absence of any wilful misconduct or negligence on their part, from and against all actions, demands, claims, proceedings, losses, damages, costs (including legal costs), charges or expenses suffered or incurred by them resulting from:
  - any damage or destruction to any real or personal property
  - injury suffered or sustained (including death) by any persons arising out of or in connection with the activities undertaken pursuant to this licence.
11. Plant parts that require tagging must be tagged on the land specified and described on the licence prior to being transported.
12. Any place where plant parts are to be picked, stored or processed are to be made available for inspection on request by an authorised officer.
13. Receipts for all sales will be made and those records will be kept for a minimum period of two years. The licensee will make these receipts available for inspection on request from an authorised officer.
14. The licensee shall forward to the NPWS area office a copy of harvest records for the licence period no later than one month after the licence has expired or at any other time required by OEH. No licence renewal or new licence will be granted until the harvest report has been submitted.

15. The licensee must establish monitoring plots to monitor harvest sustainability through:
  - the provision of accurate (+/- 10 m) geographical coordinates of harvest sites, or
  - the establishment of fixed photographic monitoring point(s).
16. The fixed photographic point must cover a representative part of the harvest area and is to be marked in the field by a permanent marker and include the licensee's licence number. Photographs are to be taken immediately before and after picking at each site. These photographs must be provided to the NPWS local area office at the completion of the harvest.
17. No licence renewal or new licence will be granted until monitoring conditions have been fulfilled.

Under Section 2.14 of the BC Act it is an offence to contravene or fail to comply with a condition of this licence.

EXAMPLE