

**Gladstone Area
Water Board**

Agistment Agreement

[insert name of agistment area]

Between:

Gladstone Area Water Board

and

[insert Grazier's name]

CONTENTS

1	DEFINED TERMS AND INTERPRETATION	1
1.1	Defined Terms	1
1.2	Interpretation	2
1.3	Grazier's Associates	3
2	OWNER'S ROLES AND RESPONSIBILITIES	3
3	TERM	3
4	GRANT OF LICENCE	3
4.1	Grant of Licence	3
4.2	Nature of Agreement	4
5	ACCESS BY OWNER	4
6	AGISTMENT FEE	4
7	LAND AND LIVESTOCK MANAGEMENT	4
7.1	Responsibilities and obligations under the Act	4
7.2	Agistment Management Strategy	4
7.3	Application of Best Management Practices	5
7.4	Condition of Land	5
7.5	Livestock Numbers	5
7.6	Livestock Welfare	5
7.7	Biosecurity	6
7.8	Fire Management	6
7.9	Additional Obligations	7
7.10	Flooding/Inundation	8
8	INFRASTRUCTURE MANAGEMENT	8
8.1	Responsibility for repair and maintenance	8
8.2	Grazier not to undertake any improvements	8
8.3	Ownership of Improvements	8
8.4	Contaminated Sites	9
9	RELEASE AND INDEMNITY	9
10	INSURANCE AND RISK	9
10.1	The Grazier must maintain insurance	9
10.2	Terms of Insurance	9
10.3	Settlement of Claims	10
10.4	GST on Proceeds	10
10.5	Proof of Insurance	10
10.6	Failure to Produce Proof of Insurance	10
10.7	Notices from or to the insurer	10
10.8	Notices of Potential Claims	10
10.9	Obligations of Grazier Unchanged by Insurance	10
10.10	Risk	10
11	DEFAULT AND TERMINATION	10
11.1	Default	10
11.2	Recovery of Costs by Owner	11
11.3	Termination by the Grazier	11
11.4	Termination by the Owner	11
11.5	Grazier's Obligations upon Expiration or Termination	11
12	GOODS AND SERVICES TAX	11
12.1	Defined words or expressions	11
12.2	GST not included	11

12.3	GST is additional	12
12.4	Tax Invoice	12
13	MISCELLANEOUS	12
13.1	The Grazier not limited from entering Agreement	12
13.2	No warranties	12
13.3	Assignment	12
13.4	Subject to Restrictions	12
13.5	Notices	13
13.6	Variation	13
13.7	Costs	13
13.8	Survival	13
13.9	Counterparts	13
13.10	Further action	13
13.11	Severability	13
13.12	Waiver	13
13.13	Governing law and jurisdiction	13
13.14	Time of essence	13
13.15	Holding over	13
Schedule 1		15
Schedule 2		16
Schedule 3		17
EXECUTION		20

Date

The Date of this Agreement listed at Item 1 of Schedule 1.

Parties

- 1 **Gladstone Area Water Board** (ABN 88 409 667 181) (**Owner**) c/- the address in Item 8 of Schedule 1.
- 2 **The party identified in Item 2 of Schedule 1 (Grazier)** c/- the address in Item 8 of Schedule 1.

Background

- A The Owner is appropriately established and authorised under the Acts, and owns and operates Awoonga Dam on the Boyne River.
- B The Owner owns the Property which forms part of the Owner's water supply network and has rights, responsibilities, and obligations under the Acts in relation to the Property.
- C The Grazier wishes to agist the Livestock on the Property.
- D The Owner has agreed to grant to the Grazier a licence to use the Property for the purpose of agisting the Livestock, on the terms and conditions set out in this Agreement.

AGREED TERMS

1 DEFINED TERMS AND INTERPRETATION

1.1 Defined Terms

In this Agreement:

Acts means both:

- (a) the Water Act 2000 (Qld) pursuant to which the Owner is established as a category one water authority; and
 - (b) the Water Supply (Safety and Reliability) Act 2008 (Qld) pursuant to which the Owner is a registered service provider,
- and each of them as may be appropriate and which Acts may be amended from time to time.

Agistment Fee means for the first year the agistment fee specified in Item 6 of Schedule 1, and for each year after that the Agistment Fee shall be equal to the agistment fee for the previous year plus any increase in CPI.

Agistment Management Strategy means the Agistment Management Strategy in Schedule 3 of this Agreement.

Best Management Practices means the *Grazing Best Management Practices* published by Grazing BMP from time to time or such other standard specified by the Owner to the Grazier in writing from time to time.

Business Day means a day that is not a Saturday, Sunday or public holiday in Gladstone, Queensland.

Catchment means the area determined by the Owner from time to time as being the area or areas in which the Owner's dam and other water retention facilities collect or are supplied with rainwater.

Catchment Management Policy means the over-arching framework developed by the Owner for management of the Catchment to ensure that it is at its most viable and productive.

Catchment Management Strategy means the nominated procedures by which the Owner implements the Catchment Management Policy.

Claim means, in relation to a person, any claim, allegation, cause of action, proceeding, liability, suit or demand made against the person concerned how it arises and whether it is present or future, fixed or unascertained, actual or contingent and all costs and expenses incurred in connection with it.

Commencement Date means the date specified in Item 7 of Schedule 1.

Contaminated Site means land within the Property that is recorded on the Environmental Management Register or Contaminated Land Register under the *Environmental Protection Act 1994*.

CPI means the "All Groups" Consumer Price Indices published by the Australian Bureau of Statistics in relation to the City of Brisbane for:

- (a) the quarter ending immediately prior to the Commencement Date; and
- (b) the quarter ending immediately prior to each anniversary of the Commencement Date.

Encumbrances means:

- (a) all statutory rights relating to services passing through or over the Property, whether or not protected by a registered easement;
- (b) all registered encumbrances or dealings affecting the Property from time to time, including administrative advices appearing on title; and
- (c) any easements or other rights granted over the Property after the Commencement Date where the terms and conditions of the relevant dealing have been notified to the Grazier.

Expiry Date means the date specified in Item 7 of Schedule 1.

Government Agency includes:

- (a) any government in any jurisdiction, whether federal, state, territorial or local;
- (b) the Crown, a minister, a government department, a corporation or authority constituted for a public purpose, a holder of an office for a public purpose;
- (c) any provider of public utility services, whether statutory or not; and
- (d) any other person, authority, instrumentality or body having jurisdiction, rights, power, duties or responsibilities over the Property or any part of it.

Law means any statute, regulation, order, rule, subordinate legislation or other document enforceable under any statute, regulation, rule or subordinate legislation, and includes any policies, guidelines, official directives or requests of or by any Government Agency, whether or not having the force of law.

Livestock means cattle owned by the Grazier as specified in Item 4 of Schedule 1, and agisted on the Property by the Grazier from time to time, including any Weaners.

Maximum Number of Livestock means the maximum number of livestock specified in Item 5 of Schedule 1.

Property means the Owner's property described in Item 3 of Schedule 1 shown on the property plan attached as Schedule 2.

Term has the meaning given in clause 3.

Weaner means an animal over the age of six months.

1.2 Interpretation

In this Agreement, except where the context otherwise requires:

- (a) a word of a particular gender includes each other gender;
- (b) the singular number includes the plural number and conversely (including in a defined expression);
- (c) a derivative of an expression defined in this Agreement has a corresponding meaning;
- (d) a covenant by two or more persons must be regarded as made jointly by all, and severally by each, of those persons;
- (e) each clause heading must be ignored;

- (f) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Agreement, and a reference to this Agreement includes any schedule or annexure;
- (g) a reference to a statute includes:
 - (i) an enactment amending the statute or an amendment, and an enactment substituted for a statute;
 - (ii) an award, employment agreement and industrial agreement;
 - (iii) a notice given under a statute; and
 - (iv) a requirement of a person under a statute;
- (h) a reference to a party comprising more than one person includes any one or more of those persons;
- (i) a reference to a thing includes the whole and any one or more parts of the thing;
- (j) a reference to this Agreement or to any other document in this Agreement includes a reference to this Agreement or that document as novated, replaced, supplemented or varied;
- (k) 'including' and other similar expressions are not words of limitation;
- (l) a covenant implied in this Agreement is excluded only to the extent of that covenant's inconsistency with an express covenant in this Agreement;
- (m) a covenant by a person not to do a thing includes a covenant by that person not to allow, attempt, obtain, permit or suffer the doing of that thing; and
- (n) a reference to A\$, \$A, *dollar* or \$ is to Australian Currency.

1.3 Grazier's Associates

Every obligation of the Grazier is taken to indicate an obligation by the Grazier to ensure that each of the Grazier's employees, agents, contractors and others under the Grazier's control comply with this Agreement.

2 OWNER'S ROLES AND RESPONSIBILITIES

The Grazier acknowledges that in order to operate and manage the Property effectively and efficiently, the Owner must:

- (a) reserve certain rights to deal with the Property;
- (b) make decisions about the highest and best use of the Property;
- (c) impose reasonable restrictions (including making rules) on the use of the Property to maximise amenity and minimise risk; and
- (d) balance the interests of the Grazier and all other persons with an interest in the Property.

3 TERM

This Agreement commences on the Commencement Date and subject to clause 11, terminates on the Expiry Date (**Term**).

4 GRANT OF LICENCE

4.1 Grant of Licence

- (a) Subject to the terms of this Agreement, the Owner agrees to permit the Grazier, during the Term, to:
 - (i) agist the Grazier's Livestock on the Property; and
 - (ii) enter upon the Property as reasonably required to comply with the terms and conditions of this Agreement.

- (b) The Grazier must not under any circumstances carry out any activities other than grazing of the Livestock on the Property, other than as expressly provided for under this Agreement.

4.2 Nature of Agreement

The Owner and the Grazier agree and acknowledge that:

- (a) this Agreement is a licence for the Grazier to agist the Livestock on the Property strictly in accordance with the terms of this Agreement;
- (b) the Grazier has no right to exclusive use or possession of the Property under any circumstances whatsoever;
- (c) the Owner has the full and exclusive right to possession and occupation of the Property, subject only to the Grazier's rights under this Agreement;
- (d) the Owner will not grant a third party a right to agist the Property or occupy the property for another use during the Term (subject to the Owner's rights under clause 4.2(c)); and
- (e) this Agreement does not create a lease or a tenancy under the common law or the provisions of any legislation.

5 ACCESS BY OWNER

The Owner and any person with the authority of the Owner may at any time and without notice throughout the Term access the Property for any purpose whatsoever.

6 AGISTMENT FEE

The Grazier must pay the Agistment Fee to the Owner quarterly in advance within 21 days of receiving a Tax Invoice from the Owner.

7 LAND AND LIVESTOCK MANAGEMENT

7.1 Responsibilities and obligations under the Act

The Grazier acknowledges that:

- (a) the Owner is a Category 1 Water Authority established under the *Water Act 2000* (Qld);
- (b) the Owner is a registered service provider under the *Water Supply (Safety and Reliability) Act 2008* (Qld);
- (c) the Owner's purpose is to ensure that the long and short term water needs of current and future customers are met in ways that are environmentally, socially and commercially sustainable;
- (d) the Property is situated within the catchment area for Lake Awoonga and forms part of the Owner's water supply network; and

the Grazier agrees not to do anything that might in the reasonable expectation of the Grazier having made all prudent enquiries:

- (e) impact adversely on the quantity or quality of water in Lake Awoonga;
- (f) impact adversely on the Owner's business activities or reputation;
- (g) cause any risk to public health or the environment;
- (h) prevent the Owner from, or adversely affect the Owner's ability to, use the Property for water catchment, supply, processing or distribution;
- (i) result in the Owner being in breach of any of its responsibilities; or
- (j) lead to the Owner failing to comply with any of its obligations under the Acts or any other Law.

7.2 Agistment Management Strategy

- (a) The parties acknowledge that the Agistment Management Strategy is an agreed strategy representing each of the parties' intentions for the management of issues relating to the Property.

- (b) The Agistment Management Strategy can only be varied if the variation is agreed to in writing by the Owner and the Grazier.
- (c) Where there is a conflict between the Agistment Management Strategy and the Agreement, the terms of the Agreement shall prevail.

7.3 Application of Best Management Practices

The Grazier must, unless this Agreement expressly states otherwise, operate and manage the Property and Livestock in all respects in accordance with at least "industry standard" as established by the Best Management Practices.

7.4 Condition of Land

The Grazier must ensure that the condition of land within the Property is maintained in at least Class "B" Condition as established by the Best Management Practices.

7.5 Livestock Numbers

- (a) The Grazier must not at any time graze or store any livestock above the Maximum Number of Livestock on the Property.
- (b) Notwithstanding clause 7.5(a) the Grazier must ensure at all times that the number of Livestock on the Property is consistent with the Best Management Practices and sufficient to meet all of the Grazier's obligations in this Agreement.
- (c) If the Owner considers that the Grazier is not complying with the Best Management Practices in relation to Livestock numbers, the Owner may require the Grazier to reduce the number of Livestock to align with the condition of the Property under the Best Management Practices.
- (d) The Grazier must keep records of the numbers of Livestock on the Property and provide such information to the Owner within a reasonable time after receiving the Owner's request.
- (e) The Owner may direct the Grazier to remove Livestock from the Property or parts of the Property if the Owner reasonably believes that the Grazier has not complied with this clause 7.5 by giving the Grazier 14 days' written notice.

7.6 Livestock Welfare

- (a) The Grazier must manage Livestock on the Property in accordance with at least "industry standard" as established in the Best Management Practices and otherwise take all reasonable and proper precautions against sickness, disease and accidents.
- (b) In the event of sickness or disease or suspected sickness or disease the Grazier must:
 - (i) immediately notify the Owner if the Grazier becomes aware that any of the Livestock agisted on the Property are, or may reasonably be assumed to be, sick or diseased;
 - (ii) immediately notify the Owner and any Government Agency as required by Law of any infectious diseases to humans and livestock and to comply with all Laws and the requirements of any Government Agency relating to those diseases;
 - (iii) comply at its own cost with all requirements of all authorities regarding fumigation, disinfection, eradication and prevention of those infectious diseases, including any requirement to quarantine any or all of the Livestock; and
 - (iv) promptly remove any dead animal carcasses (whether Livestock or otherwise) from the Property as soon as practicably possible.
- (c) The Grazier must pay all charges and expenses associated with the investigation, examination and treatment of the Grazier's Livestock agisted on the Property.
- (d) The Owner, in its absolute discretion, may require the Grazier to remove from the Property any of the Livestock which the Owner reasonably believes may be sick, diseased, suffering or in any

condition that may cause damage or injury to the Property or place any person, animal or other property at risk, by giving the Grazier 7 days' written notice.

7.7 Biosecurity

- (a) Words or expressions used in this clause which are defined in the *Biosecurity Act 2014* (Qld) and the *Biosecurity Regulation 2016* (Qld) have the same meaning in this clause.
- (b) The Grazier must:
 - (i) comply with its obligations and responsibilities pursuant to the *Biosecurity Act 2014* (Qld) and all other laws, regulations and requirements of Government Agencies relevant to biosecurity and the maintenance, treatment, removal and control of biosecurity on the Property;
 - (ii) at its own cost and expense, maintain the Property (with respect to Prohibited Matter and/or Restricted Matter) in at least the same condition that the Property was in as at the Commencement Date and in accordance with the Agistment Management Strategy;
 - (iii) notify the Owner as soon as practical, if the Grazier becomes aware of any new occurrences of Prohibited Matter and/or Restricted Matter on the Property.
- (c) When maintaining, treating, removing and controlling any Restricted Matter on the Property the Grazier must:
 - (i) comply with the Agistment Management Strategy;
 - (ii) not apply any chemicals other than those approved by the Owner in writing;
 - (iii) if using chemicals:
 - (A) have a current Commercial Operators Licence (**Licence**) for ground distribution of herbicides issued under the *Agricultural Chemicals Distribution Control Act 1966* (Qld) and *Agricultural Chemicals Distribution Control Regulation 2021* (Qld) permitting it to distribute such chemicals;
 - (B) keep accurate records as to the dates, type and quantity used (**Records**) for each spraying operation; and
 - (C) on the Owner's request, provide a copy of the Licence and Records to the Owner; and
 - (iv) not contract with any third party in relation to the maintenance, treatment, removal and control of any weeds and pests without the prior written consent of the Owner.
- (d) The Grazier acknowledges that hunting is prohibited on the Property and that the Owner from time to time engages the services of a contractor to control animal pests on the Property.

7.8 Fire Management

- (a) Both parties agree as follows:
 - (i) to abide by their obligations under *Fire and Emergency Services Act 1990* (Qld) (**FESA**) and
 - (ii) that words or expressions used in this clause which are defined in FESA have the same meaning in this clause.
- (b) Further, the Grazier must:
 - (i) regularly assess fire fuel load on the Property; and
 - (ii) report to the Owner, if the presence of fuel load is determined (in the Grazier's reasonable opinion) to be high.
- (c) Prior to lighting any fires on the Property, the Grazier must first:

- (i) obtain the prior written consent from the Owner (not to be unreasonably withheld or delayed) in which instance the Owner will require the Grazier to provide a:
 - (A) Prescribed Burn Plan for the proposed fire; and
 - (B) evidence that the proposed fire is consistent with the Agistment Management Strategy and this Agreement;
- (ii) obtain any permits or approvals required by virtue of legislation, regulations or the direction by any Government Agency; and
- (iii) where the Owner is not the permit issuer, provide a copy of any permit or approval to the Owner.
- (d) The Owner may at any time direct the Grazier to reduce the fire fuel load on the Property by way of fire or other means by giving the Grazier written notice (**Notice**). In the event that the Grazier fails to reduce the fuel load within 21 days of receiving the Notice, the Owner may take all necessary actions to reduce the fire fuel load and may (at its sole discretion) recover the associated costs from the Grazier.

7.9 Additional Obligations

The Grazier must:

- (a) not store or graze or permit others to store or graze any livestock on the Property that are not the property of the Grazier;
- (b) prevent and make good any damage caused by soil erosion on the Property which is caused by the Grazier, including erosion caused by concentration of Livestock or motor vehicles;
- (c) immediately notify the Owner if the Grazier becomes aware that damage has been caused to the Property or any improvements on the Property, together with reasonable details of such event;
- (d) observe the Cultural Heritage Duty of Care provided for in the *Aboriginal Cultural Heritage Act 2003* (Qld);
- (e) observe the general environmental duty of care provided for in the *Environmental Protection Act 1994* (Qld);
- (f) comply with all Laws relating to the Grazier's access to and use of the Property and conduct of activities under this Agreement, including obtaining the prior approval of any relevant Government Agency to such activities;
- (g) comply with all directions of the Owner given from time to time (acting reasonably), including those as to:
 - (i) which areas must not be used for grazing;
 - (ii) means of access to and across the Property;
 - (iii) improvements on the Property which cannot be used;
 - (iv) water and other resources which cannot be accessed and used;
- (h) provide information in a timely fashion about the Grazier's use of the Property when requested by the Owner;
- (i) pay all charges and expenses incurred by the Grazier that arise out of or are in any way related to the Grazier complying with the terms and conditions of this Agreement, including charges and expenses relating to wages, transport, droving, herding, insurance, materials and supplies and compliance with the Grazier's obligations;
- (j) not irrigate, cultivate or bale on, or remove grass from, any part of the Property without the Owner's prior written consent (not to be unreasonably withheld or delayed);

- (k) not introduce or permit the introduction of any domestic animals, exotic flora or exotic fauna into the Property and notify the Owner immediately if the Grazier becomes aware of the presence of any domestic animals, exotic flora or exotic fauna on the Property;
- (l) not, except as expressly provided for in this Agreement, store, use or allow to be used or discarded on the Property, any chemicals, pesticides, contaminants, hazardous materials, rubbish, refuse or similar things without the prior written consent of the Owner (not to be unreasonably withheld or delayed);
- (m) not undertake any quarrying on the Property or remove any timber or other materials from the Property without the prior written consent of the Owner (not to be unreasonably withheld or delayed); and
- (n) not use, or permit others to use firearms on the Property. The Owner will permit the lawful use of firearms on the Property in the instance of the lawful destruction of Livestock provided that notice is provided to the Owner prior to the discharge of the firearm (unless in the case of an emergency).

7.10 Flooding/Inundation

It is expressly acknowledged by the Grazier that the Property may be subject to flooding or inundation. For the avoidance of doubt, the Grazier is not entitled to make any Claim against the Owner in relation to such inundation or flooding, including for any compensation for loss of or damage to Livestock or any property of the Grazier, except to the extent caused or contributed to by the wrongful act or negligence of the Owner.

8 INFRASTRUCTURE MANAGEMENT

8.1 Responsibility for repair and maintenance

The Grazier must at its cost, repair and maintain the Property and any improvements existing on the Property at the Commencement Date (including fencing and gates) so that they remain in the condition and repair they were in as at the Commencement Date.

8.2 Grazier not to undertake any improvements

The Grazier must not carry out any improvements (other than is expressly provided for in this Agreement) on the Property without the prior written consent of the Owner. Consent is provided by the Owner in its absolute discretion with or without conditions. Any improvements approved by the Owner under this clause are to be maintained by the Grazier at the Grazier's cost.

8.3 Ownership of Improvements

- (a) It is agreed that any repair and maintenance carried out on the improvements to the Property carried out in accordance with clause 8.1 becomes the property of the Owner at no cost.
- (b) Any improvements carried out in accordance with clause 8.2 (**Grazier's Improvements**) may be removed by the Grazier prior to the expiration, termination or forfeiture of this Agreement unless otherwise agreed between the parties (Example: as a condition of the Owner's consent in clause 8.2).
- (c) The Grazier must make good any damage caused to the Property (including but not limited to damage to fencing, gates, water or services infrastructure) by the removal of the Grazier's Improvements.
- (d) Where any of the Grazier's Improvements remain on the property following the expiration, termination or forfeiture of this Agreement, at the election of the Owner (in the Owner's sole discretion), the Grazier's Improvements become the property of the Owner and the consideration payable by the Owner to the Grazier for all of the Grazier's Improvements remaining on the Property will be one dollar (\$1.00), payable at the request of the Grazier.

8.4 Contaminated Sites

- (a) The Grazier acknowledges that the Property may contain one or more areas of land that are or should be recorded as Contaminated Sites (such as cattle dips and spray races). The Grazier agrees to take this Agreement subject to the existence of such Contaminated Sites.
- (b) The Grazier acknowledges that the Owner has identified any Contaminated Sites on the Property that it is aware of within the Agistment Management Strategy.
- (c) If the Grazier becomes aware of any other land within the Property that is or should be recorded as a Contaminated Site, it must promptly notify the Owner.

9 RELEASE AND INDEMNITY

- (a) The Grazier immediately and forever releases the Owner and its agents, employees, managers and contractors from all Claims connected with or incidental to the use of the Property (including access into the Property) or the Grazier's exercise of any other right granted under this Agreement, except and subject to the extent the Claim is caused or contributed to by the negligence or default by the Owner.
- (b) The Grazier indemnifies and will keep indemnified the Owner and its agents, employees, managers and contractors against all Claims incurred or suffered by or brought or made or recovered against the Owner or its agents, employees, managers or contractors, by any person, relating in any way with the use of the Property (including access into the Property) or the Grazier's exercise of any other right granted under this Agreement, except and subject to the extent the Claim is caused or contributed to by the negligence or default by the Owner.
- (c) The Grazier's obligation to insure pursuant to clause 10.1 is without prejudice to, and does not affect, the operation of the indemnities or the releases in this clause.

10 INSURANCE AND RISK

10.1 The Grazier must maintain insurance

During the Term, the Grazier must maintain:

- (a) all necessary insurances against all risks in relation to the Livestock and equipment while the Livestock and equipment:
 - (i) are kept on the Property; and
 - (ii) are being transported to and from the Property;
- (b) all necessary insurances against all risks, including workers' compensation insurance, for any workman, employee, servant or agent who undertakes any work in relation to the Grazier's activities under this Agreement; and
- (c) public liability insurance for a sum approved by the Owner and in the absence of any notified amount, of not less than \$20 million that must cover any liability for any damage to the property of any person or any injury to or death of any person:
 - (i) arising out of or contributed to in any way by the Grazier's use of the Property, the Livestock or any improvements the Grazier makes to the Property in accordance with this Agreement; or
 - (ii) otherwise arising directly or indirectly from the Grazier's performance of this Agreement.

10.2 Terms of Insurance

The insurances which the Grazier is required to obtain under clause 10.1 must:

- (a) be arranged with an insurer on terms acceptable to the Owner (acting reasonably);
- (b) in respect of clause 10.1(c), note the rights and interest of the Owner under this Agreement; and
- (c) be maintained in full force and effect during the performance of the Agreement.

10.3 Settlement of Claims

The Grazier must not settle any Claims made against the Grazier under the insurance policies taken out in accordance with this Agreement without first obtaining the Owner's written consent (not to be unreasonably withheld, conditioned or delayed).

10.4 GST on Proceeds

The Grazier must ensure that any policies of insurance which it is required to maintain under this Agreement provide for the Grazier to retain, after payment of GST on any benefit paid under such a policy, the amount the Grazier would have received had GST not been payable.

10.5 Proof of Insurance

Before the Commencement Date and whenever reasonably requested in writing by the Owner, the Grazier must produce evidence to the satisfaction and approval of the Owner of the insurances required to be effected and maintained under this Agreement.

10.6 Failure to Produce Proof of Insurance

If, after being requested in writing by the Owner so to do, the Grazier fails to produce evidence of compliance with insurance obligations under this Agreement to the satisfaction and approval of the Owner (acting reasonably), the Owner may terminate this Agreement in accordance with clause 11.4(b).

10.7 Notices from or to the insurer

If the insurer gives the Grazier:

- (a) a notice of cancellation; or
- (b) other notice relating to their use of the Property or otherwise relating to this Agreement, concerning a policy of insurance required to be maintained by the Grazier under this Agreement, the Grazier must, as soon as reasonably practicable, give a copy of the notice to the Owner.

10.8 Notices of Potential Claims

The Grazier must, as soon as practicable, inform the Owner in writing of any occurrence that may give rise to a Claim, relating to their use of the Property or otherwise relating to this Agreement, under a policy of insurance required by clause 10 and must keep the Owner informed of subsequent developments concerning the Claim.

10.9 Obligations of Grazier Unchanged by Insurance

Neither the effecting of insurance by the Grazier as required by this Agreement nor any failure by the Grazier to effect such insurance or any other matter or thing or arising under this Agreement does not in any way limit, reduce or otherwise affect any of the obligations, responsibilities and liabilities of the Grazier under other provisions of the Agreement or at law.

10.10 Risk

The Grazier occupies and uses the Property at its own risk.

11 DEFAULT AND TERMINATION

11.1 Default

The Grazier will be in default of this Agreement if any of the following occur:

- (a) the Grazier breaches any provision of this Agreement and fails to remedy the breach within 14 days after receiving written notice from the Owner requiring it to do so;
- (b) the Grazier assigns the Owner's property for the benefit of creditors; or
- (c) the Grazier commits any act of bankruptcy, enters into any scheme of arrangement with the Grazier's creditors or a receiver and/or manager of any of the Grazier's assets is appointed.

11.2 Recovery of Costs by Owner

Where the Grazier is in default of this Agreement pursuant to clause 10.1, the Owner may carry out any of the Grazier's obligations the cost of which will be recoverable by the Owner from the Grazier as a liquidated debt.

11.3 Termination by the Grazier

The Grazier may terminate this Agreement by giving at least one month's prior written notice to the Owner.

11.4 Termination by the Owner

The Owner may, terminate this Agreement by written notice to the Grazier:

- (a) should the agistment of the Property no longer be compatible with the Owner's Catchment Management Policy and Catchment Management Strategy by giving at least 3 months prior written notice to the Grazier; or
- (b) with immediate effect, by giving notice to the Grazier if the Grazier is in default of this Agreement in accordance with clause 11.1.

11.5 Grazier's Obligations upon Expiration or Termination

- (a) Upon the expiration, termination or forfeiture of this Agreement, the Grazier must:
 - (i) remove all of the Livestock from the Property;
 - (ii) remove the Grazier's Improvements referred to in clause 8.3(b) unless otherwise agreed between the parties;
 - (iii) vacate the Property and leave it in the state of repair, order and condition as at the Commencement Date and otherwise clean and free from rubbish; and
 - (iv) repair and make good to the satisfaction of the Owner any injury or damage to the Property and all buildings, structures, machinery, plant, equipment, fittings, fixtures and other improvements on the Property (including the property of third parties) caused by the Grazier, the Livestock or the performance of the Grazier's obligations under clause 8.3.
- (b) If the Grazier fails to comply with clause 11.5(a)(i) and that failure has not been rectified within 14 days of the Owner giving written notice to remove the Livestock, the Owner may:
 - (i) remove the Livestock from the Property and agist it elsewhere at the Grazier's risk and expense (the cost of which will be recoverable by the Owner from the Grazier as a liquidated debt); or
 - (ii) treat the Livestock as abandoned and deal with it as the Owner thinks fit without being liable to account to the Grazier including impoundment with the local government.
- (c) If the Grazier fails to comply with clauses 11.5(a)(ii) to 11.5(a)(iv) the Owner may recover the costs of carrying out the Grazier's obligations, the cost of which will be recoverable by the Owner from the Grazier as a liquidated debt.

12 GOODS AND SERVICES TAX

12.1 Defined words or expressions

Words or expressions used in this clause which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.

12.2 GST not included

Any consideration to be paid or provided to a party for a supply made by the other party under or in connection with this Agreement does not include an amount on account of GST.

12.3 GST is additional

Despite any other provision in this Agreement, if a party makes supply under or in connection with this Agreement on which GST is imposed:

- (a) the consideration payable or to be provided for that supply under this Agreement but for the application of this clause (**GST exclusive consideration**) is increased by, and the recipient of the supply must also pay to the supplier, an amount equal to the GST payable by the supplier on that supply; and
- (b) the amount by which the GST exclusive consideration is increased must be paid to the supplier by the recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.

12.4 Tax Invoice

A party has no obligation to pay GST unless the other party provides a valid tax invoice.

13 MISCELLANEOUS

13.1 The Grazier not limited from entering Agreement

The Grazier agrees that it is not a party to any agreement or subject to any lien preventing the Grazier from entering this Agreement.

13.2 No warranties

The Owner makes no warranty or representations, and the Grazier acknowledges that in entering into this Agreement it has not relied upon any warranties or representations by the Owner, that:

- (a) there is or will be, now or any time in the future, satisfactory or sufficient feed or water on the Property for any or all of the Grazier's Livestock;
- (b) the Property or any improvements on the Property are suitable for heavy vehicle access, animal agistment, depasture or any other purpose;
- (c) the nature, extent or condition of any fencing is appropriate or suitable for animal agistment, depasture or any other purpose; or
- (d) the Property, including access into the Property, is appropriate, safe, or suitable for use as contemplated by this Agreement.

The Grazier accepts and uses the Property and any improvements on it in an 'as is' condition subject to any faults, defects or want of repair.

13.3 Assignment

The rights granted by the Owner to the Grazier are personal to the Grazier. The Grazier acknowledges and agrees that the:

- (a) Property is contained within a sensitive area in relation to which the Owner has strict legislative obligations and responsibilities; and
- (b) Owner has selected the Grazier as personally suitable to carry out the obligations under this Agreement,

and accordingly the Grazier must not permit any other person to occupy or use the Property and the Grazier cannot assign, charge, encumber or otherwise deal with any of its rights or obligations under this Agreement, or attempt or purport to do so.

13.4 Subject to Restrictions

- (a) The Grazier acknowledges and agrees that its rights under this Agreement are subject to the Encumbrances and the terms of the tenure held by the Owner (such as lease conditions applying to the Owner as a tenant) (**Restrictions**).

- (b) The Grazier must:
 - (i) fully comply with the terms of all Restrictions; and
 - (ii) perform, at its cost, all of the Owner's obligations under all Restrictions at any time affecting the Property.

13.5 Notices

Any notice to be given under this Agreement must be given in writing and must be served by:

- (a) sending the notice by post, email or personally delivering the notice, to the particulars in Item 8 of Schedule 1; or
- (b) an alternative means agreed to by both parties.

A notice may also be given by a party's solicitors to the other party or to the other party's solicitors by any of the methods above.

13.6 Variation

A variation of this Agreement will have no effect unless the variation is agreed to in writing by the Owner and the Grazier.

13.7 Costs

Each party must pay its own costs of negotiating, preparing and executing this Agreement.

13.8 Survival

Any indemnity under this Agreement is independent and survives termination of this Agreement. Any other term by its nature intended to survive termination of this Agreement survives termination of this Agreement, including without limitation clause 7.9(h).

13.9 Counterparts

This Agreement may be executed in counterparts. All executed counterparts constitute one document.

13.10 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Agreement and any transaction contemplated by it.

13.11 Severability

A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the term of this Agreement continue in force.

13.12 Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

13.13 Governing law and jurisdiction

This Agreement is governed by and construed in accordance with the laws of Queensland. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland.

13.14 Time of essence

Time is of the essence of this Agreement.

13.15 Holding over

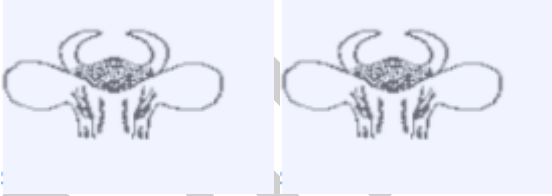
If the Grazier continues to occupy the Property after the Expiry Date with the Owner's consent, then the Grazier:

- (1) does so on a monthly basis on the same terms and conditions as at the Expiry Date; and
- (2) must vacate the Property upon receiving one (1) month's written notice from the Owner and must comply with clause 11.5; and
- (3) must pay the Agistment Fee on a pro rata monthly basis.

EXAMPLE

Schedule 1

Agreement Details

Item 1 Date of this Agreement	day of, 20 OR If this date is left blank, the Date of this Agreement is the date upon which the Owner executes this Agreement and provides written notice of such date to the Grazier.	
Item 2 Grazier		
Item 3 Property		
Item 4 Livestock	Description:	[insert eg Cows & Heifers/Brahman & Brangus X]
	Brand:	[insert]
	Earmark/Tags:	[insert, for example] 
Item 5 Maximum Number of Livestock		
Item 6 Agistment Fee		
Item 7 Term	Commencement Date:	
	Expiry Date:	
Item 8 Notices	Owner: Address: Email: Contact No: Attn:	Gladstone Area Water Board 136 Goondoon Street, Gladstone QLD 4680 landteam@gawb.qld.gov.au 07 4976 3000 Land & Property Team
	Grazier: Address: Email: Contact No: Attn:	

Schedule 2

Property Plan

EXAMPLE

Schedule 3

Agistment Management Strategy

Agistee Details	
Name:	
Address:	
Contact Number:	
Property Details	
Property Name:	
Lot on Plan:	
Area:	
Property Map Ref:	
Property Attributes: (Dips, licences, permits, approvals, notices, constraints etc)	

Management Issues		
Issues	Proposed Management Strategy	
	Agistee Contribution	GAWB Contribution
Implementation of Grazing Best Management Practices	• Comply with Grazing Best Management Practices.	• Arrange workshops for agistees (when opportunities arise). • Provide advice and assistance as required.
Protection of riparian areas	• Monitor for impact and control grazing in accordance with Best Management Practices (eg. rotational grazing, removal of stock from impacted areas).	• Monitor impacts of land use (i.e. erosion, overgrazing, flora and fauna) and work with Agistee to manage and implement controls as required (i.e fencing and off stream watering opportunities).
Flood Events	• Comply with GAWB's directions regarding access to and use of agistment land during flood events. • Keep informed of weather forecasts and flood predictions. • Take proactive steps to ensure animal welfare during flood events.	• Communicate with Agistees during flood events in accordance with GAWB's Emergency Action Plan. • Provide contact details for GAWB representative to be contacted during flood events.

Vegetation Clearing	• Comply with Vegetation Management Act 1999 and Self Assessable Codes. • Obtain consent prior to undertaking any vegetation clearing.	• Provide advice and assistance as required.
Management of Waste	• No burying of waste on agistment land. • Dispose of waste in accordance with clause 7.9 of the Agistment Agreement. • Notify GAWB of any waste/wire dumps found on agistment land.	• Provide advice and assistance as required. • Remove existing waste at commencement of agistment (at GAWB's discretion). • Remove legacy waste/wire dumps (at GAWB's discretion).
Fire Management	• Develop a controlled burn plan in alignment with GAWB's fire management plan (approved by GAWB). • All fires to be in accordance with clause 7.8 of the Agistment Agreement. • Notify GAWB of any wildfire occurrences. • Maintain existing firebreaks.	• Assess permit applications and provide consent (at GAWB's discretion). • Assist with controlled burns as required. • Grade firebreaks (at GAWB's discretion).
Weed Management	• Manage weeds in accordance with clause 7.7 of the Agistment Agreement. • Manage livestock and vehicle movements to avoid spread of weeds. • Work with GAWB to develop a weed management plan and implement as required. • Obtain, maintain and renew Commercial Operators Licence (if spraying is to occur) (Agricultural Chemicals Distribution Control Act 1966 (Qld)).	• Inspect infestation sites prior to developing a weed management plan. • Work with Agistees to identify priority infestations and plan for management. • Provide Agistee with prior notice of weed management activities.
Pest Management	• Notify GAWB of any pest sightings and update FeralScan App.	• Manage pest control through a GAWB appointed contractor.
Biosecurity Management Plan (Agistee)	• Provide Biosecurity Management Plan to GAWB upon request. • Biosecurity Management Plan to align with GAWB's Biosecurity Management Plan.	• Review Agistee's Biosecurity Management Plan to align with GAWB's Biosecurity Management Plan.



Security	• Notify GAWB of any trespass/unauthorised access to agistment land.	• Address trespass/unauthorised access as required e.g. installation of temporary cameras, additional locks etc.
Stocking rates	• Manage stock numbers in accordance with clause 7.5 of the Agistment Agreement. • Reduce numbers to comply with Agistment Agreement or as required by GAWB.	• Monitor stocking rates through periodic inspections.
Fencing	• Maintain boundary and internal fences in accordance with clause 8.1 of the Agistment Agreement. • Assist GAWB to map and assess fencing requirements. • Seek GAWB's permission prior to constructing any new fencing. • Manage regrowth on fence lines.	• Assist Agistee to map and assess fencing requirements. • Install new boundary fencing (at GAWB's discretion). • Provide fencing materials (at GAWB's discretion). • Assist with the clearing of fence lines (at GAWB's discretion).
Access	• Work with GAWB to identify access requirements. • Maintain existing access tracks.	• Work with Agistee to address access requirements. • Grade access tracks (at GAWB's discretion).
Communication	• Provide current contact details to GAWB and regularly monitor emails. • Notify GAWB of any issues as and when they arise.	• Promptly communicate any requirements or concerns to Agistee.

EX

EXECUTION

Executed as an Agreement.

OWNER:

Executed by the **Gladstone Area Water Board (ABN 88 409 667 181)** by its duly authorised representative in the presence of:

Signature of Authorised Representative

Name of Authorised Representative (print)

Position of Authorised Representative (print)

Signature of witness

Name of witness (print)

GRAZIER:

Signed by _____ in the presence of:

Signature of witness

Name of witness (print)

Signature of Grazier

Name of Grazier (print)