



Agreement and Terms and Conditions

For

Commercial Tour Operators on Gluepot Reserve

2016 - 2017

Introduction

BirdLife Australia Gluepot Reserve is Australia's largest community managed and operated conservation reserve. Situated 64 km from the River Murray in South Australia's Riverland, the reserve is managed and operated **entirely** by volunteers. Some 54,000 ha in size, it is home to 18 nationally threatened species of birds, 53 species of reptiles and 12 species of bats, some of which are nationally threatened. **There are few areas of the world that support such a concentration of threatened species.**

By successfully combining the elements of biodiversity conservation and enhancement through land management, scientific research and monitoring, environmental education and sustainable ecotourism, Gluepot Reserve has taken conservation management into a new era. The Reserve is providing an international model to show that sustainable use of the landscape is both feasible and desirable. A highly successful program of this size and complexity is unique in Australian land management.

The purpose of this Agreement and Terms and Conditions is to lay out the conditions under which commercial tour operators (hereafter referred to as "The Operator") use Gluepot Reserve

1. Agreement

- 1.1 This Agreement is for 12 months, with any renewal being subject to the BirdLife Australia Gluepot Reserve Management Committee being satisfied that The Operator has adhered to all conditions in the Agreement. This agreement covers only The Operator named herein and may not be delegated to any other organisation associated with The Operator that is not a signatory to this Agreement.
- 1.2 BirdLife Australia Gluepot Reserve has the right to cancel this Agreement upon any breach of the conditions herein by The Operator and reserves its right to then exclude The Operator from entering Gluepot Reserve for a period of time or indefinitely as determined by the Management Committee, or impose any restrictions or conditions as it sees fit.

2. General Terms and Conditions for all permitted activities within Gluepot Reserve

2.1 Notification prior to entry of Reserve:

Prior to entering Gluepot Reserve, The Operator shall give 24 hours notice to the Reserve Ranger of their intention to enter.

It is The Operator's responsibility to ascertain if there is any closure of The Reserve for reasons such as, but not restricted to, feral animal control, extreme weather conditions or road closures during the period of the proposed tour, and to abide by such closure.

Reserve Rangers can be contacted by phoning (08) 8892 8600, preferably in the evening. Information on closures is also available on the Gluepot Reserve website at: www.gluepot.org

2.2 Registration upon entering Reserve: On entering the reserve, The Operator will proceed directly to the Michael Hyde Visitor Information Centre, complete registration details for all members of the tour and pay fees. The Day Visit Fee for The Operator is \$5.00 per vehicle plus \$2.50 per person. The camping rate is \$5.00 per person per night plus \$10.00 per vehicle per night. All guides and clients are subject to these fees.

2.3 While in Gluepot Reserve, The Operator shall:

- 2.3.1 Obey all reasonable directions given by Gluepot rangers or management personnel.
- 2.3.2. Conduct its operations in a manner that will protect the experiences of other users on Gluepot Reserve.
- 2.3.3. Ensure that all volunteers, contractors, tour guides or other persons engaged by The Operator have the necessary competencies, skills and qualifications for leading and guiding the prescribed activity and that they understand Gluepot Reserve's terms and conditions including their responsibility under this agreement.

2.4 Safety:

- 2.4.1. The Operator shall be responsible for the safety, well being and behaviour of the Operator's tour guides, clients and vehicles at all times.
- 2.4.2. The Operator shall, in the course of undertaking the permitted activities, provide and use such safety equipment and take such safety precautions as are reasonably required by the Gluepot Reserve Management. The Operator shall, to the extent reasonably required by Gluepot Reserve, caution all persons involved in any activity connected with this agreement/policy about the hazards likely to be encountered on Gluepot Reserve or in connection with the use of Gluepot Reserve.

2.5 Relationship: Nothing contained in this agreement shall be deemed or construed to constitute either party to be a partner, joint venturer, employee, employer, principal, agent, trustee, beneficiary, fiduciary, borrower, lender or representative of the other party. In this regard, The Operator shall not hold itself out to represent itself as an employee or agent of Gluepot Reserve or BirdLife Australia.

- 2.6 **Insurance:** It is the responsibility of The Operator to ensure that all insurance liabilities associated with their tours and including public liability risk insurance, are adequately covered.
- 2.7 **Notice of Damage:** The Operator shall give prompt notice to Gluepot management (Rangers) of any damage occurring to Gluepot Reserves environment or infrastructure, by the Operator, their staff or clients on their tour, as soon as they are aware of such damage.
- 2.8 **Nuisance:** The Operator shall not do or permit any act to be done on Gluepot Reserve, that may be or be likely to become a nuisance or annoyance, or in any way interfere with the quiet enjoyment and comfort of other users on Gluepot Reserve.
- 2.9 **Minimum Impact Code:** The Operator shall follow the guidelines set out in the 'DEWNR Minimal Impact Code' (located on the DEWNR website) and ensure that the tour size and planned activities do not impact on or degrade the flora and fauna of Gluepot Reserve.
- 2.10 **Campfires:** Campfires are not permitted under any circumstances within Gluepot Reserve.
- 2.11 **Restricted areas:** The Birdseye block is of high conservation value and access is restricted. The Operator (and the general public) are not permitted to enter the Birdseye Block in normal circumstances. Permission may be sought to travel through the Birdseye Block from Calperum Station, for the sole purpose of transit to Gluepot homestead. Permission for such entry must be sought from the Gluepot Reserve Ranger in advance. The Operator is NOT permitted to stop along these tracks but must proceed immediately to Gluepot Reserve Visitor Centre and register.
- 2.12 **Firearms and Pets:** Firearms and pets are not permitted on Gluepot Reserve.
- 2.13 **Assignment of Tour:** The Operator shall not assign, convey, charge, sub-license, subcontract or otherwise transfer any of its rights or obligations under this agreement to another operator without the prior written consent of Gluepot Reserve Management.
- 2.14 **Walking:** The Operator shall conduct walking tours only on designated walking trails and roads within Gluepot Reserve. Off track walking for the purposes of bird identification is allowed so long as minimum impact results.
- 2.15 **Driving:** The Operator shall ensure that all vehicles associated with the tour remain on made roads at all times.
The Operator will ensure that all their tour drivers within Gluepot Reserve have current South Australian or interstate equivalent driving licences for the permitted vehicle type,
Any tracks marked with signs reading **"WALKERS AND MANAGEMENT VEHICLES ONLY"** are closed to The Operator's vehicles.
- 2.16 **Cycling:** The Operator shall conduct cycling tours only on made tracks.
- 2.17 **Camping:** , The Operator and party shall **only** camp in the designated camping areas (Sittella, Bellbird and Babbler Campsites).

2.18 **Alterations and exemptions:** If The Operator wishes to undertake activities outside this agreement, he may only do so with the written permission of Gluepot Reserve management.

Agreement

Signed: for and on behalf of:

BirdLife Australia Gluepot Reserve: Dated:

Signed: for and on behalf of: (specify each of the Operator's four companies that will be entering Gluepot Reserve).

Company Name: Dated:

Company Name: Dated:

Company Name: Dated:

Company Name: Dated: