

Commercial Activity

NON-FILMING PERMIT APPLICATION



This application applies to commercial operators conducting business activities on state forest managed by HQPlantations (excluding commercial forestry, grazing and apiculture).

Submit your application electronically via the [Contact Us](#) page on our website or forward your application by post of email to:

HQPlantations
Permit Assessment
Red Road
BEERBURRUM QLD 4517

Email: visitor.permits@hqplantations.com.au
Enquiries: (07) 5438 6666

Please allow three weeks to process this application. More time may be required if the application is incomplete or additional information is needed.

CHECKLIST	
1. Application form has been completed and signed	
2. All permit conditions, Insurance and health & safety requirements have been read and understood	
3. Payment details have been completed for relevant permit fees	
4. Relevant maps with the route/area being used is attached	
5. Public liability insurance certificate of currency is attached	
6. Acknowledgment has been signed	

New application

I wish to apply for a Commercial Activity (non – filming) permit

Duration

<1 year 1 year 2 years 3 years

Renewal

My existing Commercial Activity Permit number is

I wish to renew my permit for

1 year 2 years 3 years

Applicant authorisation

I,
 am the applicant named in Section 1A or Part or
 am a duly authorised officer of the entity named in Section 1B or Part 1.

And, by completing this application, declare:

I have read the terms and conditions set out in parts 4, 5 and 6 of this application and agree to comply with them or that the entity named in section 1B will comply with them; and

to the best of my knowledge, the information provided in this application is true and correct.

Signature (electronic or printed) Date

I also understand:

if the permit is granted, it is not transferable and may not be automatically renewed;

HQPlantations is under no obligation to accept this application; and

I may apply under section 83(1) of the *Forestry Act 1959* for a review of a decision made by HQPlantations to refuse this application, within 28 days of being notified of the decision.

Commercial Activity

NON-FILMING PERMIT APPLICATION



PART 1 - APPLICANT DETAILS

Commercial Activity Permit to be issued to:

Individual - go to 1A and 1C Incorporated company/incorporated association - go to 1B and 1C

1A Permit is to be issued to an INDIVIDUAL

Surname Given names Title

GO TO 1C

1B Permit is to be issued to an INCORPORATED COMPANY/INCORPORATED ASSOCIATION

Registered company/association name

Australian company number (ACN)

OR

Incorporated association number

Authorised officer

Surname Given names Title

GO TO 1C

1C Other details

Trading name/s ABN (if applicable)

Registered address (important: this cannot be a PO Box)

The registered address is legally required for the serving of notices. It is the address of a person and not a PO Box.

Postal address (write 'As above' if the same as the registered address)

The postal address is the address to which the permit will be posted.

Commercial Activity

NON-FILMING PERMIT APPLICATION



1C Other details (continued)

Phone Mobile

Email

Website

GO TO PART 2

PART 2 - ACTIVITY DETAILS

Commercial Event Permit to be issued for a:

Single activity (e.g. adventure race) - go to 2A Recurring activity (e.g. commercial tour operator/training) - go to 2B

2A Permit is to be issued for a single event

i. Preparation/set up

Do you or your organisation require access to the Permit Area prior to the event/activity for the purposes of preparation and set up (e.g. reconnaissance, placement of checkpoints or installation of signage)?

YES - provide details below NO - go to 2A ii

Preparation/setup/reconnaissance details

Date from Date to

No. of vehicles No. of people

ii. Event/activity details

Date from Date to

iii. Event/activity description (if insufficient space please attach full list)

Permit Area name (and number if known)	Activity (see list for code)	No. of people (participants)	No. of people (support crew)	No. of people (spectators)	No. of vehicles
e.g. SF185 Danbulla	ADRAC	250	20	50	50
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Activity list (select an activity from this list)

4WDCT	4WD tour	CLIMB	Rock climbing	EQU	Equestrian tour	TRAIN	Training
ADRAC	Adventure Race (mixed discipline)	CBT	Coach/bus tour	MCT	Motorcycle tour	TRR	Trail running
BICT	Bicycle tour	COMMIX	Commercial tour (mixed discipline)	OTH	Other		

PART 3 - ACTIVITY MANAGEMENT

3A Structures and equipment required

Please list the structures and equipment you require for your activity (e.g. check points, signage, marquees, etc).

3B Crowd control required (if applicable)

Please provide detail of car parking, marshalling and spectator control planned.

3C Emergency and evacuation planning

Please provide detail of first aid, emergency and evacuation procedures planned.

3D Waste management

Please provide details of and waste management plans (human waste, refuse, etc).

PART 4 - GENERAL PERMIT CONDITIONS

1. Reference to a statute includes all regulations under and amendments to that statute whether by subsequent statute or otherwise and a statute passed in substitution for the statute or incorporating any of its provisions.
2. **REGISTRATION REQUIREMENTS**

The vehicle(s) covered by a Permit must be fully registered and roadworthy under the *Transport Operations (Road Use Management - Vehicle Registration) Regulation 2010* for use on public roads. All vehicles must have comprehensive motor vehicle insurance (that extends to third party property insurance).
3. **LICENCE REQUIREMENTS**

A person must not drive or ride a motor driven vehicle into or over the Permit Area pursuant to this Permit unless the person is the holder of a current drivers licence (excluding a learners permit) under the *Transport Operations (Road Use Management - Driver Licensing) Regulation 2010* applicable to that class of vehicle.
4. **ROAD RULES REQUIREMENTS**

Any person driving a vehicle within the Permit Area must comply with the *Transport Operations (Road Use Management - Road Rules) Regulation 2009*, including:

 - a. Drive in a manner appropriate for the current road conditions and consistent with the reasonable demands of safety, having regard to the road width, surface conditions, visibility, grade, traction, weather conditions and other forest users.
 - b. Comply with the requirement of any notice regulating the speed, movement or parking of the vehicle.
 - c. Keep as close as practicable to the left boundary of any road .
 - d. At all times comply with the direction of a HQPlantations Pty Ltd (HQPlantations) officer, employee or agent in regard to the use, operation, movement or parking of the vehicle.

5. **AVOID ROAD DAMAGE**

Notwithstanding the currency of this Permit, the Permittee must not use forestry roads in a manner or at such times (e.g. during periods of wet weather) when such use would cause unreasonable damage to the road surface. For the purpose of this condition, the term “unreasonable damage” means damage caused to the surface of a forestry road by any agency, of a nature which would require extensive works to facilitate proper drainage of water off the surface of that road or safe passage of any vehicle or person along it.
6. **REMAIN ON FORMED ROADS**

The Permittee, in having access to or using the Permit Area by a vehicle pursuant to this permit must only use the route as agreed to by HQPlantations on formed roads only. In connection with access to or use of the Permit Area, the Permittee shall ensure that any gates encountered are left either open or closed as they are found, unless otherwise directed by a HQPlantations officer, employee or agent.
7. **COMPLIANCE WITH FORESTRY ACTS AND REGULATIONS**

The use of the Permit Area for the activity authorised by this permit is subject to the provisions of the *Forestry Act 1959* and *Forestry Regulations 1998* relevant to the use of the Permit Area including these conditions and provisions relating to the use of fire, littering, damage to property and forest products, and behaviour.
8. **COMPLIANCE WITH SIGNAGE**

The Permittee and participants must at all times comply with any direction contained in or given by a sign or notice erected, placed or displayed on the Permit Area.
9. **COMPLIANCE WITH DIRECTIONS**

The Permittee and participants must at all times comply with any direction given by a HQPlantations officer, employee or agent in regard to the use of the Permit Area by the Permittee or the participants where such direction is necessary to maintain the good order of the Permit Area, protect HQPlantations assets or maintain the safety of any person using same.
10. **CANCELLATION**

HQPlantations reserves the right to cancel this Permit, verbally or in writing, or vary any condition of the Permit at any time prior to or during the event if, in HQPlantations’ opinion, continuation of the event under the existing conditions of the Permit was or is likely to result in unacceptable risk to any person or damage to any property, or a breach of the Forestry Act 1959 or any condition of the Permit.
11. **PROMOTION, EDUCATION AND INTERPRETATION**

The Permittee must at all times comply with any direction of HQPlantations regarding the promotional, interpretive or educational use made of or services provided on the Permit Area in relation to this Permit necessary to ensure that such uses or services are consistent with the management objectives of the Permit Area and the purposes for which the Permit is granted.
12. **COMPENSATION FOR DAMAGE**

The Permittee must pay the amount of all costs and expenses incurred by HQPlantations in repairing or making good any damage occasioned to the Permit Area where such damage has occurred as a result of or in connection with the activities of the Permittee and participants on the Permit Area.
13. **NON-EXCLUSIVE RIGHTS**

The Permittee shall have only such rights in relation to the Permit Area as are specifically granted by the Permit and nothing in the Permit is to be construed as granting an exclusive right of way over, exclusive use of, or any estate or interest in the Permit Area or in any manner limiting the power of HQPlantations to manage the Permit Area.
14. **NON-TRANSFERABLE**

The rights and benefits granted by this Permit are personal to the Permittee and are incapable of assignment or transfer in whole or part to any other person, it being acknowledged by the Permittee (if a company) that any change in the principle shareholding altering the effective control of the Permittee shall constitute an assignment of this Permit. The Permittee shall not pledge or in any way charge the rights and benefits granted by this Permit in whole or part to any person.
15. **INSPECTIONS**

HQPlantations and/or the Permittee may insist on a joint inspection by agents of the Permittee and a representative of HQPlantations before and after the event in particular cases where damage is considered likely.
16. **AMENDMENTS**

Amendments to the specification as detailed in Schedule A of this Permit may be requested by the Permittee in writing and may be approved by the HQPlantations at HQPlantations’ discretion in writing.
17. **PAYMENT**

The Permittee must pay to HQPlantations such fees as are prescribed in the *Forestry Regulation 1998* for the issue of a Organised Event Permit. Any amount payable to HQPlantations to cover the cost of repairs is in addition to such permit fees.
18. **NO WARRANTY**

HQPlantations does not warrant or guarantee that the whole or any part of the Permit Area will at all times be available and suitable for use for the purposes for which this permit is issued, and the Permittee acknowledges

Commercial Activity

NON-FILMING PERMIT APPLICATION



that HQPlantations will not be liable to compensate the Permittee for any loss incurred as a result of any such unavailability or unsuitability of the Permit Area.

19. MISLEADING REPRESENTATION

The Permittee must not in the exercise of its rights under this Permit represent the Permittee as an employee or agent of HQPlantations or nor shall the Permittee suffer such representations to be made.

20. ACCIDENT AND BREACH REPORTING

The Permittee must inform a HQPlantations officer, employee or agent of the occurrence and details of any accident involving injury to persons or damage to property (including livestock) or of any breach of this Permit or the provisions of the *Forestry Act 1959* or *Forestry Regulation 1998* arising from the use of the Permit Area under the authority of this Permit as soon as possible following occurrence of such accident or breach.

21. RESPONSIBILITY

The Permittee is responsible for the use of vehicles by the employees, members and/or agents of the Permittee within the Permit Area.

PART 5 - INSURANCE AND INDEMNITY

1. The Permittee:

- a. indemnifies; and
- b. releases and discharges

the State of Queensland (the "State"), HQPlantations and their respective officers, employees and agents from and against all actions, proceedings, claims, demands, costs, losses, damages, liability and expenses which may be brought against, or made upon the State, HQPlantations or any of their respective officers, employees or agents or which the State, HQPlantations or any of their respective officers, employees or agents may pay, sustain or be put to by reason of, or in consequence of, or in connection with this Permit and the occupation and use of the Permit Area by the Permittee or any Participant, except to the extent of any unlawful act of the State, HQPlantations or their respective officers, employees or agents.

2. The Permittee must report all incidents involving death of or injury to any person to HQPlantations. Incident involving death or serious injury (involving hospitalisation) must be reported to HQPlantations immediately. All other injuries and incidents must be reported the next business day.
3. The Permittee (if an incorporated entity or group) must take out and maintain for the duration of this permit an insurance policy ("the insurance policy") that includes public liability cover of not less than twenty million dollars (\$20,000,000), or other amount as specified by HQPlantations, in respect of the death of or injury to any person, or the loss of or damage to any property (including any area managed by HQPlantations), arising out of or in connection with the Permittee's activities pursuant to this Permit. The insurance policy must cover the Participants (including all invitees, employees, contractors, agents, members or customers of the Permittee) and name HQPlantations and the State of Queensland as interested parties.
4. The Permittee must provide a copy of the insurance policy, and a copy of the certificate of currency of the insurance policy, to HQPlantations when required by HQPlantations.
5. HQPlantations may suspend or cancel this permit if the Permittee fails to comply with the obligations in condition 26 or 27.

PART 6 - PERMITTEE HEALTH & SAFETY

1. The Permittee or, if the Permittee is a company, the authorised representative, must:
 - a. Ensure the permitted activities are carried out in accordance with the *Work Health & Safety Act 2011 (Qld)* and *Work Health and Safety Regulation 2011 (Qld)*, any other applicable health and safety legislation and any relevant health and safety standards and codes of practice.
 - b. Undertake HQPlantations' on-line Plantation Safety Induction in order to understand the hazards known by HQPlantations to be found on HQPlantations estates and the types of controls that can be put in place to eliminate or reduce any risks.
 - c. In consultation with HQPlantations and any relevant person(s) who may be affected by the permitted activities, carry out a risk assessment of the area on the plantation estate where the Permittee will be carrying on the permitted activities so as to identify any hazards that may cause harm to the Permittee or others and put in place controls to eliminate or reduce any risks arising from the hazards; and
 - d. Ensure that an emergency plan for the Permittee's activity is in place as serious emergencies including fire, flooding etc may occur at any time.
2. The Permittee or the authorised representative must ensure all participants, spectators and other visitors to the event are made aware of the health and safety requirements for the event (in particular, hazards identified through the Permittee's risk assessment process) and:
 - a. are encouraged to undertake the Plantation Safety Induction in order to understand the hazards known by HQPlantations to be found on HQPlantations estates and the types of controls that can be put in place to eliminate or reduce any risks;
 - b. are made aware of the health and safety requirements for the permitted activities (in particular, hazards identified through the Permittee's risk assessment process);
 - c. take reasonable care that their acts or omissions do not adversely affect the health and safety of themselves and others;
 - d. are aware of the environment around them so they can identify any potential hazards;
 - e. follow all HQPlantations safety signage, as these signs are there for their safety;
 - f. comply with instructions/safety directions of HQPlantations personnel, as they are trying to eliminate potential safety risks;
 - g. never enter an active worksite such as harvesting, haulage, road construction and planting trees as they have high risks;
 - h. do not smoke on any of HQPlantations estate, as fire is a critical risk to them, other persons and the estate;
 - i. have the right PPE footwear, clothing and other resources (e.g. water) for the activity as there are many hazards on the estate such as insects, snakes and spiders, wasps, bees and ants wild, feral and other dangerous animals including horses, kangaroos, rough surfaces, poisonous plants and high temperatures; and
 - j. notify HQPlantations of any hazards they identify and the occurrence of any safety event.

HQPlantations online Plantation Safety Induction can be accessed via the Staying Safe page on HQPlantations website using the following link: <https://www.hqplantations.com.au/staying-safe>.

PART 7 - FEE SCHEDULE

Refer to the Fee Schedule in the appendix for this permit type for the relevant financial year. Please note that the permit application fee contributes to the cost of processing your application and is not refundable.

Commercial Activity PERMIT FEES FOR 2023-2024



APPENDIX - FEE SCHEDULE

Visitor management permits are only issued for activities that take place in HQP plantations forests that overlap with state forests. We do not grant permits for activities on our private property as public access is not permitted.

These fees are set by the Queensland Government and are subject to incremental annual price increases. They are exempt from GST.

In this schedule, *per day* is a calendar day not a 24 hour period.

COMMERCIAL ACTIVITY PERMIT: FILMING AND PHOTOGRAPHY

A permit is not required for 1 to 10 people involved in filming or photography with no structures involved. However, the location where you wish to film must still be approved by HQP.

Contact us on 07 5438 6666 before conducting any filming or photography HQP's plantation forests.

Commercial activity permit for filming or photography that involves 11 or more people No structures involved	
Application fee	\$406.60
Permit fee per day	\$203.80
Extension or renewal of permit	\$406.60

Commercial activity for filming and photography (any number of people) Structures involved (vehicle, shelter, tower, platform, generator or a UAV over 2kg)	
1 to 5 people involved in the filming or photography	
Application fee	\$203.80
Permit fee per day	\$203.80
6 to 25 people involved in the filming or photography	
Application fee	\$1008.00
Permit fee per day	\$1008.00
26 to 50 people involved in the filming or photography	
Application fee	\$2031.00
Permit fee per day	\$2031.00
51 or more people involved in the filming or photography	
Application fee	\$4076.00
Permit fee per day	\$4076.00

ORGANISED EVENT PERMIT

Application Fee	\$38.30
Additional fee per day for special access, special supervision or an area reservation	
For a vehicle-based activity per vehicle	\$5.45
For a people-based activity per participant	\$2.70

COMMERCIAL ACTIVITY PERMIT: NON-FILMING

Commercial activity permit other than for filming or photography

Application Fee	\$387.20
Application fee if the permit is the same or substantially the same as a commercial activity permit held by the applicant within the previous 3 months	\$193.20
Permit Fee	
For a term of 3 months or less	\$77.50
For a term of more than 3 months but not more than 1 year	\$309.30
For a term of more than 1 year but not more than 2 years	\$619.00
For a term of more than 2 years but not more than 3 years	\$875.00
Additional daily fee for each client 5 years or older	
For an activity lasting less than 3 hours	\$2.50
For an activity lasting 3 hours or more	\$4.45

PERMIT TO TRAVERSE FOR COMPETITIVE EVENTS

Motor vehicle events	
Permit fee per kilometre per vehicle per day	\$1.46
Maximum fee per vehicle per day	\$53.40
Equestrian events	
Permit fee per competitor per day	\$4.95

APPLICATION FOR AMENDMENTS TO PERMIT (ALL TYPES)

At principal holder's request	\$20.10
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FOR MORE INFORMATION

If you have questions, please drop into your local HQP office, call us on 07 5438 6666 or email visitor.permits@hqplantations.com.au and we will be happy help.

Commercial Activity PERMIT FEES FOR 2023-2024



Assessment of fees payable

(note: permit fees are GST exempt)

New application fee	<input type="text"/>
Permit fee	<input type="text"/>
Renewal fee	<input type="text"/>
Total (GST exempt)	<input type="text"/>

Payment method

Direct deposit

Bank Account Details

Bank	NAB
BSB	084-004
Account	174 984 038
Account Name	HQPlantations Pty Ltd

Credit card

Credit card type

VISA MasterCard

Card number	<input type="text"/>	Expiry	<input type="text"/>
Name on card	<input type="text"/>		