



North Shore Sporting Car Club  
PO Box 35  
Lindfield NSW 2120

## Tourism and Partnership Forest Permit

**Customer No:** PBNSS00100  
**Permit No:** TAP100738  
**Permit type:** Non-commercial - Activity  
**Activity/Purpose:** Car Rally - Competitive  
**Approved State Forest :** Various  
**Start Date :** 23/09/2023  
**Finish Date :** 23/09/2023

*This permit is sufficient authority for the permittee to engage in and or conduct the activity specified herein, subject to the Forestry Act 2012 and Forestry Regulations 2022 and any amendments thereto and subject to the conditions, special conditions and limitations of this permit.*

**Special Conditions (if applicable):**



Please refer to the specific Forest Permit conditions attached

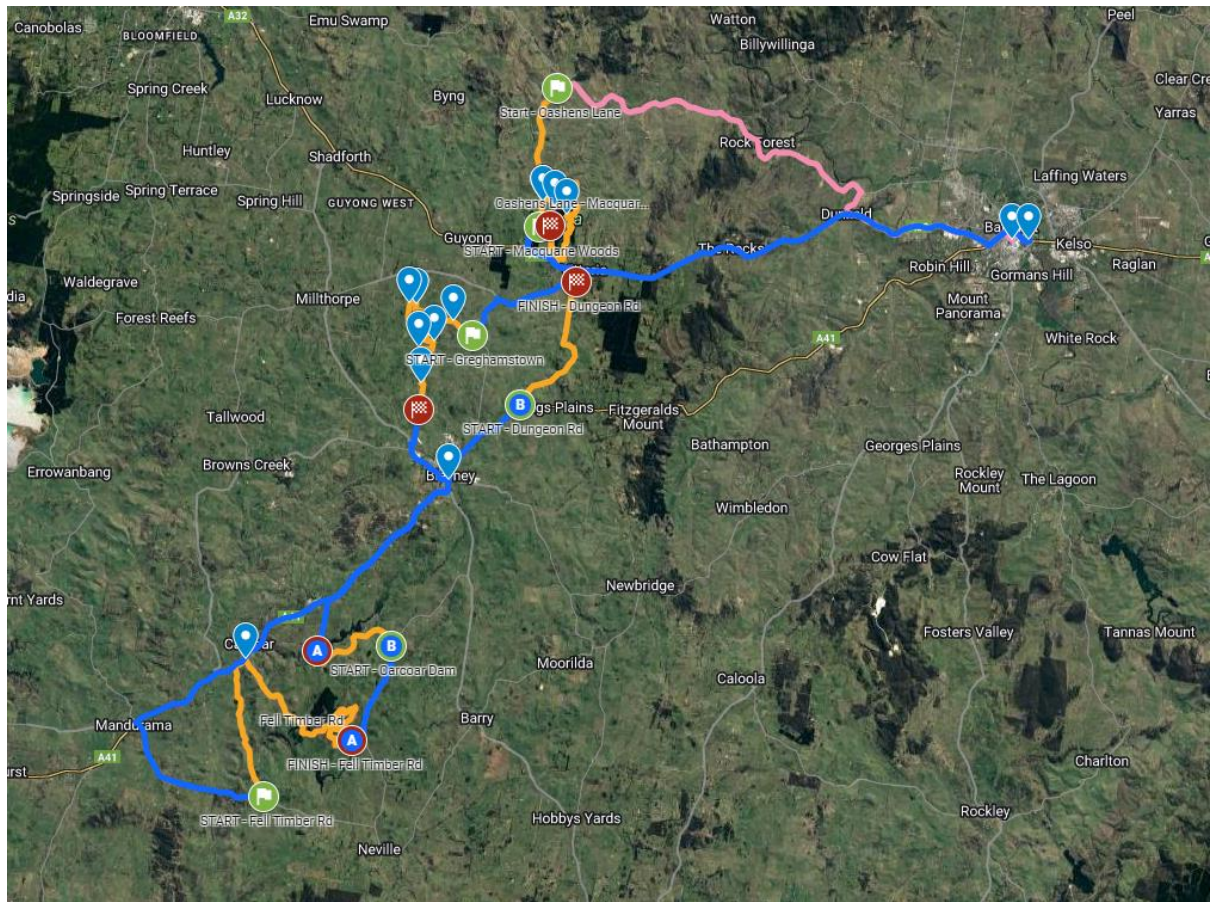
Authorised by: Tijmen Klootwijk  
Fire and Stewardship Manager

Signature:  
Date:

A handwritten signature in black ink, appearing to read "Tijmen Klootwijk", written over a horizontal line.

14 September 2023

# NSSCC Bathurst Rally 2023



## General Conditions for Forest Permit Car and Bike Rallies

### 1. INTERPRETATION

In these Conditions, unless the context otherwise requires:

**"FCNSW"** means the FCNSW of New South Wales trading as Forestry Corporation;

**"Forest"** means the State Forest specified in the Permit;

**"Participant"** means a participant in the Program;

**"Permit"** means this Permit;

**"Permittee"** the company/club/organisation being issued with this Permit;

**"Program"** means the car rally authorised by this Permit;

**"Regional Manager"** means the FCNSW Land Manager responsible for administration of the Forest.

### 2. THE PERMIT

2.1 This Permit is subject to the Permittee entering into a separate deed that indemnifies and releases FCNSW.

2.2 The Permittee must ensure that all Participants of the Program are accredited by C.A.M.S., A.C.C. of Australia, Australian Motor Sport Action Group or Motorcycle Riders Association (whose permission to stage the event must be held).

2.3 The Permittee must, before commencement of the Program, produce evidence to the satisfaction of the Regional Manager that the Permittee has taken out and maintained with a reputable insurance company, the following policies of insurance:

2.3.1 a broad form public liability policy of insurance in the amount of not less than \$20,000,000 in respect of each and every occurrence and unlimited in the aggregate for any one period of cover;

2.3.2 worker's compensation insurance in accordance with applicable legislation in respect of all employees of the Permittee;

2.3.3 any other insurance that may be required by the laws of New South Wales.

2.4 The Permittee agrees to produce evidence satisfactory to FCNSW of current

- insurance cover (including a certified copy of each policy) at FCNSW's request.
- 2.5 Where required the Permittee must, before the commencement of the Program, produce evidence to the satisfaction of the Regional Manager, Department of Environment and Climate Change of approval for the Program.
  - 2.6 All vehicles to be used in the Program must be properly registered for operation on a public street and driven by persons duly licensed to operate them.
  - 2.7 The Permittee must carry this Permit (or, if more than one Permittee, by one of them) at all times during the conduct of the Program and must be produced for inspection upon the request of an officer or employee of FCNSW.
  - 2.8 This Permit is not transferable without FCNSW's written consent. FCNSW will not unreasonably withhold this consent.
  - 2.9 FCNSW reserves the right to amend the Permit conditions at any time so long as the change does not unreasonably adversely affect the viability of the Program.

### **3. THE ROUTE**

- 3.1 The Permittee must ensure that no motor vehicle is driven on other than a constructed road or trail on the agreed route at any time. The Permittee must obtain prior approval from the appropriate Regional Manager for any change to the agreed route.
- 3.2 Signs and route indicators may be tied or stapled to trees (using paper staples only) by the Permittee. The Permittee must remove all such signs and indicators from the Forest immediately after the Program.
- 3.3 The Permittee must prevent public access to any roads within the Forest being used for the Program and ensure that those roads are secure from the public.
- 3.4 The Permittee shall comply with any reasonable directions given by authorised officers of FCNSW in relation to the Program and shall not contravene the directions given in any control sign.
- 3.5 The Permittee must, where practicably possible, assess the proposed route for hazards, and make all participants aware of the hazards and controls prior to the event.

### **4. NOTICE TO PUBLIC**

- 4.1 If requested by the Regional Manager the Permittee must give the public notice of the Program by placing suitable advertisements in local newspapers in the week prior to the running of the Program.
- 4.2 The Permittee is to erect signs in the Forest detailing, the Program name, organising club, closure dates, contact name and phone numbers. These are to be erected at least 14 days prior to the event. On the day of the Program the Permittee must place warning signs and man control points to warn the general public, where required, to the satisfaction of the Regional Manager.

4.3 The Permittee must take all reasonable steps necessary for the purposes of safeguarding members of the public and others against injury or accident arising from the Permittee's use of the Forest and the Specified Activity, including complying with any specific directions of FCNSW (if any).

## **5. LIVESTOCK AND NATIVE ANIMALS**

5.1 The Permittee must ensure that Participants and other persons associated with the Program are aware of the presence of livestock in the Forest.

5.2 The Permittee agrees that in the event of any accident involving domestic livestock depastured with due authority on the Forest, the Permittee will hold blameless the owner of such livestock.

5.3 The Permittee must produce to FCNSW the Program rules which include a rule requiring the Participants to acknowledge responsibility of avoiding livestock in the Forest.

5.4 The Permittee must organise and conduct the Program so as to avoid any undue interference with or disturbance of any native animals or domestic stock and the Permittee must compensate the owner for any damage to the livestock or property of any occupant, licensee, lessee or permittee upon the Forest and for any costs incurred by him/her as a result of the dispersal of livestock caused by or arising out of the conduct of the Program.

5.5 The Permittee must close any gates opened for the purpose of, or in the course of, the Program after Participants have passed through them. The Permittee must ensure that stock do not stray through such gateways.

5.6 You shall not carry or discharge any firearms on State forest.

5.7 You shall not take, harm, kill, trap or disturb any fauna.

## **6. FIRE, FUEL AND LITTER**

6.1 As the danger from fires varies markedly with forest type and seasonal conditions, the minimum requirements, unless varied by special condition, are:

6.1.1 There is a solid fuel fire ban in all areas of State Forest during the Plantation Fire Threat Period (generally between October and March)

6.1.2 The lighting or maintaining of fires is prohibited other than in fire places approved by the Regional Manager, surrounded for at least 1.5 metres by ground cleared of all inflammable matter and not within 4.5 metres of any log, stump or tree.

6.1.3 Nobody must place, drop or throw any lighted cigarette, tobacco, cigar or match unless it is immediately and completely extinguished.

6.1.4 The Permittee must immediately notify an officer or employee of FCNSW of the outbreak of any fire and ensure that Participants in the Program make all reasonable efforts to suppress and extinguish the fire.

- 6.1.5 Liquid fuel must not be stored (other than in fuel tanks of machines), nor shall machines be refuelled unless authorised by, and in accordance with conditions issued by the Regional Manager.
- 6.1.6 The Permittee must, within 24 hours after completion of the Program, remove all litter which has been deposited on the Forest by any Participant, other persons associated with the conduct of the Program or spectators thereto, including vehicles and parts thereof, or pay to FCNSW in advance, the amount determined to the satisfaction of the Regional Manager to be the estimated cost of disposal of the litter.

## **7. EXISTING FOREST INFRASTRUCTURE**

- 7.1 FCNSW is not responsible for any damage to the Permittee's property or that of Participants or spectators, or for any personal injury to them or to any other person associated with them in the Program.
- 7.2 The Permittee shall pay the full cost of repair of any damage to road, tracks or other improvements on the Forest, which is caused directly by the activities of the Permittee, the Permittee's employees, the Permittee's agents and all other persons associated with the Program including Participants and spectators.
- 7.3 If FCNSW requires the Permittee to maintain or repair the access tracks, roads or trails at the Permittee's cost, the Permittee must prior to commencement of any works, obtain FCNSW's written approval that the proposed maintenance or repair works comply with FCNSW's operational, environmental and safety standards.
- 7.4 If such repairs are being unduly delayed or if it is impracticable for the Permittee to carry them out, the Permittee will pay FCNSW the cost of repairs to the Regional Manager's satisfaction.
- 7.5 Notice of any damage is to be brought to the attention of FCNSW immediately.

## **8. SUPERVISION AND CONTACT**

- 8.1 The Regional Manager must be contacted at least two days prior to the Program for specific confirmation of approval. The Permittee must provide a contact number to the Regional Manager for the Program at this time.
- 8.2 The Permittee must, if the Permittee does not intend to proceed with and complete the Program, notify the Regional Manager no later than twenty-four hours prior to the authorised time of commencement of the Permit.
- 8.3 If in the opinion of the Regional Manager it is necessary for FCNSW to provide any supervision of the Program, the amount determined to the satisfaction of the Regional Manager to be the cost of such supervision shall be paid in advance by the Permittee to the Regional Manager.
- 8.4 FCNSW will inspect the agreed route prior to and after the Program for the assessment of pre-existing conditions and for the assessment of damage, if and when required to do so by the Regional Manager. The Permittee is invited to attend these inspections if desired.

- 8.5 The Permittee and Participants must comply with any directions given by an officer or employee of FCNSW in relation to the activity and must not contravene the direction given in any control sign. FCNSW reserves the right to redirect or cancel the activity when one or more of the following conditions prevail in the vicinity of the specified activity:
- a) logging operations or other forestry activities;
  - b) bush fire, planned hazard reduction burning or conditions of very high fire danger;
  - c) very wet or windy conditions; or
  - d) road damage is likely to occur.
- 8.6 Where approval has been given and unforeseen circumstances, including dangerous, wet or extreme fire conditions, arise either before or during the Program, such approval may be cancelled or amended without notice.
- 8.7 The Permittee must nominate a local coordinator for each Region to liaise with. The local coordinator must be familiar with the agreed route and be able to be contacted at short notice.

## **9. SPECIAL CONDITIONS**

- 9.1 The Permittee must obtain a clearance to proceed with the Program, from the Regional Manager or their delegate at least 4 weeks in advance.
- 9.2 The Permittee must provide, to the Regional Manager, at least 4 weeks in advance, a map (Scale 1: 25,000) showing the area and roads required for the Program.
- 9.3 You must give 48 hours notice of your intention to proceed with the Program.
- 9.4 You must pay the applicable usage fees at the rate of \_\_\_\_\_ per entrant for club/regional level events, or \$30 per entrant for State/National level events, within 5 business days after the event.
- 9.5 You shall not interfere with the lawful rights of any person authorised to access the area.
- 9.6 FCNSW makes no guarantee as to the condition or trafficability of any road or track, which is to be used for the specified activity.
- 9.7 Where practical, you must acknowledge in any promotional material that the activity is taking place on State Forest.
- 9.8 Where practical, the location of any photos taken on State forest and used in any promotional material must be acknowledged as being taken on State forest in the caption attached to each photo.
- 9.9 You will notify FCNSW within five working days (24 hours if it is a fatality or major incident) via the attached incident reporting form of any injury to an event participant or spectator of which you are aware of that requires transport to hospital.

- 9.10 All barriers are not to be erected until the day before the event, and all main routes must be kept open until the day of the event.
- 9.11 You must comply with all conditions of this permit. Any permit non-compliance constitutes a breach of the Forestry Act 2012 and the regulations and is grounds for suspension and / or cancellation of the permit.
- 9.12 The event organiser is required to assess the route for hazards prior to the event and enact suitable controls and notify event participants of controls in place as part of the event briefing.
- 9.13 The event organiser is required to advise event participants of the safety and evacuation protocols in place for the event as part of the event briefing.
- 9.14 The permittee shall meet all Australian and NSW Government requirements, advice and orders with respect to COVID-19, in relation to the permitted activity, and provide written evidence of same to Forestry Corporation of NSW.

I hereby acknowledge that I have read and understood and agree to abide by these conditions:

*Jon Thomson*  
Signed

8 August 2023  
Date

Event Director  
Capacity of Signatory

North Shore Sporting Car Club  
Company