



NORTHERN LAND COUNCIL

Our Land, Our Sea, Our Life

Terms and Conditions - Recreational Fishing Permits

Please note there may be sacred sites in the Permit Area. This permit is not an authority certificate for the purposes of the Northern Territory Aboriginal Sacred Sites Act 1989. Please be aware that acts such as moving items (including fallen timber, rocks etc.) and fastening ropes to trees (including for mooring) may interfere with sacred sites. For more information, please contact the Aboriginal Areas Protection Authority (AAPA).

Please report any suspicious fishing activity to the local ranger group, NLC or water police (Fishwatch Hotline 1800 891 136). Please stay safe on the water and always observe rules and safety standards.

1. You may enter and remain in the **Permit Area** for the purposes of amateur or recreational fishing in accordance with the terms and conditions of this permit.
2. The Permit Area comprises the intertidal zone and the tidal extent of any intersecting waterways of the coastline highlighted in the Fishing Access Zone map included with this permit (**Permit Map**). The Permit Map is binding and forms part of this permit.
3. You will not:
 - a. undertake activities that are not specified in this permit, including any dangerous, loud or offensive activity, which may become a nuisance to persons living in the vicinity;
 - b. enter any dwellings, living areas or camps without the consent of the owner or occupier;
 - c. interfere with the activities of Aboriginal people or other persons in or adjacent to the Permit Area;
 - d. conduct any trade, commercial, academic, research, promotional, broadcast or other work activity, including business negotiations;
 - e. take, use, copy, photograph, record or reproduce Aboriginal cultural heritage, traditional knowledge, stories or traditional cultural expressions or any intellectual property arising from such heritage, knowledge, stories, or expressions;
 - f. photograph or record (by audio or video) Aboriginal people without their consent;
 - g. take photographs, audio or video recording for commercial, academic, research, promotional or commercial broadcast purposes including but not limited to: film, video, book, magazine, blog post, photo or report;
 - h. carry or use alcohol without a liquor permit or licence in accordance with the *Liquor Act*;
 - i. carry, shoot or discharge any firearms or weapons;

- j. disturb the environment, including wildlife which are not fish or aquatic life, vegetation, water, rocks, seabed, coastal environment and soils;
- k. cut or remove trees, vegetation or flora;
- l. anchor on seagrass or reef beds;
- m. burn rubbish or light fires;
- n. bring animals, including domestic dogs onto Aboriginal Land, including in Your boat;
- o. use drones;
- p. use helicopters in the air space above Aboriginal Land, or to access Aboriginal land; or
- q. ride motorbikes, trail bikes or quad bikes.

4. You will:

- a. travel directly to Your destination on roads over which the public may travel without a permit or roads set out in the conditions of this permit (including any specific conditions) and not divert or use other private roads;
- b. carry this permit with You at all times and show it to NLC staff, traditional Aboriginal owners, rangers, or police on request. A digital or paper copy of Your permit is acceptable;
- c. obtain the NLC's permission prior to publication of any materials concerning Aboriginal Land for commercial, academic, research, commercial broadcast or promotional purposes including but not limited to: film, video, book, magazine, blog post, photo or report;
- d. observe all boating and vehicle traffic and warning signs and comply with all directions of the NLC, traditional Aboriginal owners, rangers and police in respect to entry;
- e. check whether You are entering a Volatile Substance Abuse Management Area (see list on the Northern Territory Government's Department of Health website) and adhere to responsibilities of travelling through or visiting that area;
- f. take reasonable precautions to ensure boats, fishing equipment, transport, machinery and other belongings are free of chemical and biological pollutants, weed seeds, soil and pests prior to entry to the Permit Area;
- g. leave gates opened or closed as found;
- h. minimise disturbance to the Permit Area;
- i. at Your own cost, promptly repair any damage to the Permit Area or the relevant Aboriginal Land Trust's property caused by You or members of Your immediate family who are aged under 16 years; and
- j. respect the movement of native species, including culturally significant fish and turtles and not enter or travel through native species nesting and feeding grounds at speed.

5. You cannot access:
 - a. Aboriginal land that is not part of the Permit Area. For example, you cannot drive across Aboriginal land to get to the intertidal zone or tidal waterways to fish, or travel upstream on Aboriginal land to places that are not in the Permit Area;
 - b. designated exclusion areas, which are marked on the Permit Map;
 - c. areas that are leased to other people (eg: for aquaculture, pearl farming or a jetty); and
 - d. seas or waters adjacent to Aboriginal land which have been determined by the Administrator to be closed seas pursuant to section 12(1) of the *Aboriginal Land Act 1978* (NT), e.g. Milingimbi Closed Seas identified as 'closed seas'.
6. You will follow reasonable directions from Aboriginal rangers and comply with directions from Aboriginal rangers who have authority as fisheries inspectors to carry out compliance measures in accordance with the Fisheries Act.
7. You must only take fish and aquatic resources for personal use (not for sale) in accordance with this Permit (including any Specific Conditions) and comply with all laws operating in the Northern Territory, including fisheries legislation and regulation and sacred sites laws.
8. You will not affix equipment to the seabed, beds or banks of waterways in the Permit Area or construct buildings, shelters, works, structures or infrastructure, unless otherwise specified in this permit.

Waste

9. You must:
 - a. store and keep all waste in appropriate industry standard containers and dispose of all waste lawfully, regularly and hygienically in accordance with relevant laws;
 - b. not dispose of any waste (including all or part of dead fish or aquatic life) or release boat engine fluid in the Permit Area or in, on or adjacent to Aboriginal land; and
 - c. remove waste and dispose of waste in accordance with the *Waste Management and Pollution Control Act 1998* (NT).

Other requirements

10. You agree that this permit is personal in nature and you cannot transfer or assign it to another person. It does not convey any proprietary interests.
11. You agree that the NLC may collect, store and share your personal information gathered through the permit application process with relevant employees and third parties for the purposes of managing permit compliance and enforcement and in emergency situations and otherwise in accordance with the Privacy Act 1988 (Cth).
12. You must provide to the NLC on reasonable request all relevant information reasonably necessary for the NLC to administer this permit or investigate and respond to any complaint to the NLC by a traditional Aboriginal owner or person with an interest in the Permit Area, including (but not limited to): registration details or identifiers of all vehicles, trailers, watercraft and

water vessels, details of catch and bycatch, fish and species taken, the identity of members of your family who access the Permit Area in accordance with this permit, and information about the location and nature of amateur fishing gear and equipment.

13. You must make sure any of your family members who are under 16 years of age comply with the terms and conditions set out in this permit.
14. The NLC may vary the terms and conditions of this permit by notifying you by reasonable means at any time.
15. If the NLC provides notice of any additional terms and conditions of this permit, then your entry onto or continued presence on the Permit Area constitutes acceptance of those additional terms and conditions.
16. This permit may be revoked, cancelled or suspended at any time in accordance with the Aboriginal Land Act 1978 (NT), including by the NLC if you breach the terms and conditions of this permit, or any law of the Northern Territory or the Commonwealth.
17. You and members of your immediate family under 16 years enter Aboriginal Land at you and their own risk and on the condition that you and they bear all risk. The NLC and relevant Aboriginal Land Trust is not under any liability of any kind to you or members of your immediate family who are aged under 16 years, whether in negligence or otherwise, in respect of death, injury, loss or damage of any kind whatsoever and howsoever arising and which occurs during or as a result of entry to Aboriginal land.
18. You release and indemnify the relevant Aboriginal Land Trust, NLC and their respective employees, servants, contractors, officers and agents from and against all claims, liabilities, costs, losses and expenses, including economic loss, for which the relevant Aboriginal Land Trust, NLC or any employee, servant, contractor, officer or agent becomes liable for or incurs arising from or in connection with:
 - a. your use or misuse (or members of your immediate family who are aged under 16 years use or misuse) of the Permit Area;
 - b. any breach of the terms and conditions of this permit or any law;
 - c. you (or members of your immediate family who are aged under 16 years) carrying out any activities, actions and conduct under this permit, including any consequences of those activities, actions and conduct; and
 - d. any and all loss, damage or injury to property or to a person or persons within or outside the Permit Area to the extent caused or contributed to by you (or caused or contributed to by any members of your immediate family who are aged under 16 years) in connection with your access and use in the Permit Area or of Aboriginal land.

Sacred sites and sacred objects provisions

19. You and any members of your immediate family who are aged under 16 years must not damage, disturb, interfere with or photograph a sacred site or sacred object.

20. You and any members of your immediate family who are aged under 16 years must not photograph or interfere with heritage sites, including Aboriginal or Macassan archaeological places or objects as set out in the *Heritage Act* (NT) and significant Aboriginal areas or objects as set out in the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth) or *Environment Protection and Biodiversity Conservation Act 2001* (Cth).
21. If you or any members of your immediate family who are aged under 16 years damages, disturbs, interferes with or photographs a sacred site or sacred object, you will:
- a. pay the NLC to or for the benefit of the traditional Aboriginal owners compensation for any anxiety, anguish, distress, injury, affront, loss or trauma whether spiritual, physical or emotional caused to any traditional Aboriginal owner;
 - b. on demand by the NLC, reimburse the NLC for the reasonable costs incurred by the NLC in restoring or repairing the sacred site or sacred object to such condition as it sees fit; and
 - c. comply with any direction from the NLC to delete photographs and provide evidence of such deletion.
22. The amount of compensation payable under condition 21.a is not dependant on the relevant Aboriginal Land Trust or the NLC or any traditional Aboriginal owner suffering economic loss, but is:
- a. an amount agreed in writing between the NLC and you if such an agreement is reached within 2 months of the incident; or
 - b. the higher of:
 - i. \$20,000; or
 - ii. an amount assessed as an appropriate amount of compensation to be paid by an independent expert, appointed by the NLC, who is of recognised reputation and capacity, and who is familiar with the interference to the Sacred Sites and Sacred Objects and the effect and impact of this on Aboriginal people.